



AGENDA CITY COUNCIL MEETING

October 6, 2025 - 6:00 PM
City Hall Council Chambers

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

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Civic Pledge Proclamation
 - b. Recognition of Police Department Promotions
 - c. Public Works Department Quarterly Update
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 09/15/2025 City Council Meeting
 - c. Minutes of the 09/22/2025 City Council Work Session
 - d. Resolution Awarding Construction Contract and Authorizing Funding for Launch Park Wetland Restoration
 - e. Resolution Awarding Construction Contract to Sunram Construction for Stormwater Management Basin Maintenance
 - f. Amendment to Contract with Summit Fire Protection Corporation
 - g. Contract for City Hall Interior Painting
 - h. Contract for Lakeville Area Art Center Boiler Replacement
 - i. Authorize Funding and Approve Landscaping Services with Friedges Landscaping for Avonlea 4th Addition and Avonlea 5th Addition
 - j. Professional Services Supplemental Agreement to Repaint the Water Tower in the

Dakota Heights Neighborhood

- k. Lease Agreement for Storage of Public Works Equipment
- l. Authorize Early Decertification of TIF 22 and Return Excess Tax Increment Funds to Dakota County
- m. Call Public Hearing Relating to Imposition of Service Charge for Special Services District No.1
- n. Resolution Approving the Selection of the Brazos Citation Software Solution
- o. Kenyon Green Encroachment Agreement
- p. Rescue Truck Purchase
- q. Resolution Appointing Members to the Youth Advisory Commission
- r. Change Order for Highview Ave Trail Repair and Laigle Ave Cul-de-sac Installation
- s. DNR License for Utility to Cross Public Waters
- t. Amend the 2025 General Fund and Building Fund Budgets
- u. Resolution Authorizing Temporary Closing of City Streets for the Downtown Lakeville Boo (DLBoo) Event
- v. Master Agreement with Lakeville Lacrosse for Facility Use
- w. Contract with Action Target to Supply Tactical Wall System for the FiRST Center
- x. Amelia Meadows 2nd Addition Final Plat
- y. Master Agreement with Lakeville Baseball Association for Facility Use and Sponsorships
- z. Supplemental Agreement with Irrigation by Design, Inc. (IBD) for King Park Irrigation Filtration Installation
- aa. APPRO Development/NPL Expansion - Site Improvement Performance Agreement
- bb. Naming Rights Agreement Between the City of Lakeville, Lakeville Baseball Association and Jeff Belzer's Todd Chevrolet, Incorporated for the Grand Prairie Park Grandstand
- cc. Resolution Awarding Agreement for Abatement and Demolition with Rachel Contracting at 17622 Dodd Boulevard
- dd. Supplemental Agreement with Bolton & Menk for Professional Services for Platting of 17622 Dodd Boulevard
- ee. Marketplace At Cedar Final Plat

7. Action Items

- a. Acknowledge Receipt of 2024 Annual Comprehensive Financial Report
- b. Public Hearing on the application for LFT Club Operations Company, Inc. dba "Life Time" for an On-Sale Intoxicating Liquor License
- c. Public Hearing for the Proposed 2026-2030 Capital Improvement Plan and Street Reconstruction Plan and the Intent to Issue General Obligation Street Reconstruction Bonds and General Obligation Capital Improvement Bonds
- d. Public Hearing and Resolution Adopting Assessment for Unpaid Special Charges

City Council Meeting Agenda
October 6, 2025

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- e. Chart House Conditional Use Permit Amendment and Variance
 - f. Launch Park Fourth Addition Preliminary and Final Plat
 - g. Spirit of Brandtjen Farm Commercial 7th Addition Preliminary and Final Plat
8. Unfinished Business
9. New Business
10. Announcements
- a. Next City Council Meeting October 20, 2025
 - b. Next City Council Work Session October 27, 2025
11. Adjourn



Date: 10/6/2025

Recognition of Police Department Promotions

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
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Date: 10/6/2025

Check Register Summary

Proposed Action

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

Overview

Checks	327305- 327413	\$1,695,231.77
ACH/EFT	22710- 22865	\$2,968,636.15
Total		\$4,663,867.92

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. 09.23.25 CKSUM-Checks
2. 09.23.25 CKSUM-ACH-EFT
3. Check Register 09.23.25 for October 6, 2025 Council Mtg - Checks
4. Check Register 09.23.25 for October 6, 2025 Council Mtg - ACH-EFT

Financial Impact: \$4,663,867.92 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	179,541.31
2000 COMMUNICATIONS FUND	6,288.37
3125 2025A FIRST CENTER	3,227.00
4000 BUILDING FUND	8,147.00
4100 EQUIPMENT FUND	10,654.32
4161 ARENAS CAPITAL IMPROVEMENTS	25,805.00
4200 PARK DEDICATION FUND	54,952.20
4500 PARK IMPROVEMENT FUND	1,200.00
4720 2024A PARK BONDS	4,639.98
5300 PAVEMENT MANAGEMENT FUND	73,871.17
7450 ENVIRONMENTAL RESOURCES FUND	517.99
7575 STREET LIGHTING FUND	73,921.58
7600 WATER FUND	156,915.59
7700 SEWER FUND	476,097.90
7800 LIQUOR FUND	167,187.46
7900 MUNICIPAL RESERVES FUND	(238,359.47)
8000 ESCROW FUND	36,000.00
8970 LAKEVILLE ARENAS - OPERATIONS	411.00
9800 PAYROLL CLEARING FUND	654,213.37
Report Total:	1,695,231.77

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	420,019.35
2000 COMMUNICATIONS FUND	353.00
4000 BUILDING FUND	39,947.96
4125 TECHNOLOGY FUND	33,603.26
4161 ARENAS CAPITAL IMPROVEMENTS	23,083.81
4200 PARK DEDICATION FUND	14,785.51
4500 PARK IMPROVEMENT FUND	28,975.66
4710 2023A PARK BONDS	1,410.40
4720 2024A PARK BONDS	8,155.17
5200 STATE AID CONSTRUCTION FUND	92,279.81
5300 PAVEMENT MANAGEMENT FUND	586,350.88
5500 WATER TRUNK FUND	55,922.85
6590 2023 STREET RECONSTRUCTION	1,837.50
6597 2025 STREET PROJECTS	446,906.38
6611 2026 STREET PROJECTS	8,057.25
7450 ENVIRONMENTAL RESOURCES FUND	31,421.70
7600 WATER FUND	64,418.95
7700 SEWER FUND	10,033.11
7800 LIQUOR FUND	546,523.35
8000 ESCROW FUND	28,531.69
8910 ESCROW - DCA/SECTION 125	2,628.37
8970 LAKEVILLE ARENAS - OPERATIONS	525.05
9800 PAYROLL CLEARING FUND	522,865.14
Report Total:	2,968,636.15



MINUTES CITY COUNCIL MEETING

**September 15, 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; Dave Kendal, City Attorney; Allyn Kuennen, Assistant City Administrator; Ann Orlofsky, City Clerk; Brad Paulson, Police Chief

3. Citizen Comments

Jessica Saxton and Tanawah Downing, Chief Legal Strategist, addressed the City Council on the We Shall be Free Tour.

Howard Schneider, Jersey Avenue, invited the City Council to participate in the Tour of Lakeville an 8-mile bike ride, on Saturday, September 20, at 9:00 a.m.

4. Additional agenda information

None

5. Presentations/Introductions

a. Proclamation for Manufacturing Month

Mayor Hellier proclaimed the Month of October Manufacturing Month.

6. Consent Agenda

Motion was made by Wolter, seconded by Lee, 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 09/02/2025 City Council Meeting
- c. Kenyon Green Final Plat
- d. Resolution accepting a donation from Lakeville Public Safety Foundation
- e. Supplemental Agreement with WSB for Professional Services for Citywide Trail Gaps Improvement Project (Phase II)
- f. Temporary on-sale liquor license to Pawsitive Perspectives Assistance Dogs (PawPADs)

7. Action Items

None

8. Unfinished Business

None

9. New Business

None

10. Announcements

- a. Next City Council Work Session September 22, 2025
- b. Next City Council Meeting October 6, 2025

11. Adjourn to a closed session

- a. The City Council will meet in a closed session to discuss legal strategy related to the Minnesota Center for Environmental Advocacy vs. City of Lakeville and Olam Holdings 1, LLC Lawsuit, pursuant to Minn. Stat. 13D.05 Subd.3(b).

Motion to Close the Meeting

Motion was made by Bermel, seconded by Lee, to adjourn to closed session at 6:15 p.m. to discuss legal strategy related to the Minnesota Center for Environmental Advocacy vs. City of Lakeville and Olam Holdings 1, LLC Lawsuit, pursuant to Minn. Stat. 13D.05 Subd. 3(b).

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

Motion to Open the Meeting

Motion was made by Wolter, seconded by Volk, to open the meeting at 6:32 p.m. Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Adjourn

Motion was made by Bermel, seconded by Lee to adjourn the regular City Council meeting at 6:32 p.m.

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



MINUTES CITY COUNCIL WORK SESSION

**September 22, 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 Bermel, Lee, Volk, Wolter

Staff Present: Justin Miller, City Administrator; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; Taylor Snider, Assistant to the City Administrator; Tina Goodroad, Community Development Director; Mike Meyer, Fire Chief; Britt Nelson, Fire Inspector

2. Citizen Comments

None

3. Discussion Items

a. Sketch Plan Review for Warweg Property

Community Development Director Tina Goodroad and Jeff Koch of Norsq Companies presented a sketch plan for the Warweg property. The property sketch was created based on the feedback received from Council and the community at the February work session. The City Council asked questions regarding the sketch plan and provided opinions on the appropriate land use for this parcel. The plan will continue to be reworked as the process continues.

The following citizens addressed the City Council:

Scott Newman, South Side of Lake Marion, Lakeville, MN

Jill Lawrence, 9715 201st St W, Lakeville, MN

Kim Newby, four-way stop by Antlers, Lakeville, MN

Patty McDonald, Lake Marion, Lakeville, MN

Rick Ringeisen, 20085 Italy Ave, Lakeville, MN

Peter Thelen, 12119 Lucerne Trl, Lakeville, MN

Jim Steffen, 10310 204th St W, Lakeville, MN

Bob Erickson, 19081 Inndale Dr, Lakeville, MN

Jeff Vandenbusch, 19371 Jersey Ave, Lakeville, MN

Scott Nelson, 24347 Indio Path, Lakeville, MN

b. East Community Park Survey Results & Preferred Master Plan Concept

Parks and Recreation Director Joe Masiarchin presented the Preferred Master Plan

Concept for East Community Park. This concept was developed using the East Community Park survey results and other community feedback. City Council supported the proposed concept and was excited about the new amenities that this plan would bring to the park.

c. Fire Department ITM (Inspect, Test, Maintain) Solution

Fire Chief Mike Meyer and Fire Inspector Britt Nelson outlined requirements and best practices for fire protection system inspection, testing, and maintenance (ITM) in accordance with the 2024 International Fire Code and NFPA 1 standards. They emphasized that property owners were responsible for ensuring all fire and safety systems are properly maintained, tested, and documented, with records kept for at least three years and made available to the fire code official.

Chief Meyer highlighted a cloud-based ITM (Inspect, Test, Maintain) platform as a modern solution that would help digitize reporting, automate notifications, centralize data, and improve communication. This would reduce the administrative burden and enhance compliance and safety.

Staff also provided a draft ordinance that would require property owners to use a third-party electronic reporting system for ITM records, setting qualifications for inspectors, establishing timelines for reporting and repairs, and ensuring proper record retention, enforcement, and penalties for noncompliance.

The City Council directed staff to move forward with the ordinance.

d. New Fire Station Design Update

Allyn Kuennen, Assistant City Administrator; Mike Meyer, Fire Chief; Brooke Jacobson and Quinn Hudson, with CNH Architects, presented a new fire station design update. City Council asked questions regarding the difference in this plan versus the original plan that was presented in 2023. Council then discussed the need for further cost reductions and directed staff to present revisions at the October work session.

4. Items for Future Discussion

None

5. Committee/ City Administrator Updates

None

6. Adjourn

Motion was made by Volk, seconded by Lee, to adjourn. Voice vote was taken on the motion. Ayes — All in favor.

Mayor Hellier adjourned the meeting at 8:14 p.m.

Respectfully Submitted,



Date: 10/6/2025

Resolution Awarding Construction Contract and Authorizing Funding for Launch Park Wetland Restoration

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution awarding construction contract to Sunram Construction and funding for Kimley-Horn supplemental agreement for professional services for Launch Park Wetland Restoration, City Project 24-60.

Overview

The City, Dakota County and Vermillion River Watershed Joint Powers Organization (VRWJPO) are partnering to restore an existing wetland, City Project 24-60. The wetland is located within Outlot D, Airlake 70 First Addition (adjacent to a waterway tributary to South Creek) and was historically used for agricultural production. Improvements include best management strategies designed to improve wetland habitat and water quality, and reduce pollutant loading to South Creek (a designated trout stream). The project advances City water and natural resources initiatives and contributes toward meeting MPCA required mandates relating to pollution reduction.

The City received three quotes for City Project 24-60, ranging from a low quote of \$105,152.00 submitted by Sunram Construction to a high quote of \$157,263.80. The engineer's estimate of the construction cost was \$107,845.00.

Kimley-Horn's supplemental agreement includes the scope of services and estimated costs to provide professional services, including contract administration and construction services, and is subject to the Master Services Agreement dated September 20, 2021.

The City, County and VRWJPO will share project responsibilities and costs consistent with terms and conditions established in a future Joint Powers Agreement. The City is the lead agency; therefore, the total project cost of \$134,652 is reflected in this memo. The City's estimated cost is \$30,000.

Supporting Information

1. 2025.10.06 Resolution Awarding Construction Contract
2. 2025.10.06 Agreement for Construction
3. 2025.09.23 Summary of Quotes
4. 2025.08.22 Kimley-Horn Supplemental Agreement (Construction Services)

Financial Impact: \$134,652 **Budgeted:** Yes **Source:** Utility Fund - Env. Res.
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and
Recreational Opportunities
Report Completed by: Ann Messerschmidt, Environmental Resources Specialist II

CITY OF LAKEVILLE

RESOLUTION NO. 25-

**Resolution Awarding Construction Contract to Sunram Construction, Inc.
for Launch Park Wetland Restoration**

WHEREAS, the City of Lakeville received quotes on Friday, September 19, 2025, for Launch Park Wetland Restoration, City Project 24-60; and

WHEREAS, the lowest responsible quote was from Sunram Construction, Inc.

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

Hereby awards the contract to the lowest responsible quoter that meets all the quote requirements, Sunram Construction, Inc., with a quote in the amount of \$105,152.00. The construction is proposed to be completed as specified in the contract documents.

ADOPTED by the Lakeville City Council this 6th day of October 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

THIS AGREEMENT is by and between City of Lakeville ("Owner") and
("Contractor").

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ARTICLE 5 – CONTRACT PRICE

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

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

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

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 *Contents*
- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond

3. Payment bond
 4. Other bonds.
 - a. Maintenance bond
 5. General Conditions
 6. Supplementary Conditions
 7. Specifications as listed in the table of contents of the Project Manual.
 8. The current version of City of Lakeville Utility & Street Construction Standard Specifications Book (not attached)
 9. Drawings (not attached but incorporated by reference) consisting of 8 sheets with each sheet bearing the following general title: 21700 Galway Lane Wetland Restoration Plan, dated 8/22/2025.
 10. Addenda
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Quote
 - b. Non-Collusion Affidavit
 - c. Responsible Contractor Verification and Certification Form
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Field Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 *Indemnity*

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

10.07 *Other Provisions*

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

10.08 *Software License.*

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

license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

10.09 *Patented devices, materials and processes.*

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

10.10 *Assignment.*

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

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

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

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

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

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



September 23, 2025

Mr. Mac Cafferty
Environmental Resources Manager
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: Summary of Quotes
Lakeville Wetland Restoration Project

Dear Mr. Cafferty:

By 3:00 p.m. on Friday, September 19th, quotes were received for two alternatives, labeled Schedule A and Schedule B, and opened for the above-referenced project. Quotes were received from three (3) contractors with the bid amounts as follows:

<u>Contractor</u>	<u>Schedule A Bid</u>
Sunram Construction, Inc.	\$127,665.00
MNL Corp.	\$122,049.00
Resources Environmental Solutions LLC	\$157,265.00

<u>Contractor</u>	<u>Schedule B Bid</u>
Sunram Construction, Inc.	\$105,152.00
MNL Corp.	\$108,883.75
Resources Environmental Solutions LLC	\$157,263.80

**All bid amounts shown on this letter and the attached bid tabulation are the corrected bid amounts. Minor errors were found in 1 of the 6 bids that did not affect the bidding order.*

After tabulating quotes, Sunram Construction, Inc. is the apparent low bidder with a quote of \$105,152.00 for the bid alternative associated with Schedule B. Kimley-Horn recommends that the contract be awarded to Sunram Construction, Inc., constructing the project via Schedule B's design, for \$105,152.00.

Owner: City of Lakeville Project: Lakeville Wetland Restoration Plan					ENGINEER'S ESTIMATE		SUNRAM		RES		MNL	
Schedule: A Description: Lakeville Wetland Restoration												
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 8,000.00	\$ 8,000.00	\$ 13,920.00	\$ 13,920.00	\$ 10,000.00	\$ 10,000.00	\$ 16,625.00	\$ 16,625.00
2	2106.507	EXCAVATION - COMMON	CU YD	1412	\$ 20.00	\$ 28,240.00	\$ 41.25	\$ 58,245.00	\$ 44.00	\$ 62,128.00	\$ 32.00	\$ 45,184.00
3	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	10	\$ 175.00	\$ 1,750.00	\$ 125.00	\$ 1,250.00	\$ 299.00	\$ 2,990.00	\$ 260.00	\$ 2,600.00
4	2564.602	INSTALL SIGN	EACH	18	\$ 200.00	\$ 3,600.00	\$ 75.00	\$ 1,350.00	\$ 229.00	\$ 4,122.00	\$ 70.00	\$ 1,260.00
5	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 11,200.00	\$ 11,200.00	\$ 4,175.00	\$ 4,175.00
6	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00	\$ 1,900.00	\$ 1,900.00	\$ 2,389.00	\$ 2,389.00	\$ 5,220.00	\$ 5,220.00
7	2573.503	SILT FENCE; TYPE MS	LIN FT	6100	\$ 2.50	\$ 15,250.00	\$ 2.25	\$ 13,725.00	\$ 2.90	\$ 17,690.00	\$ 2.50	\$ 15,250.00
8	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	1400	\$ 5.00	\$ 7,000.00	\$ 4.25	\$ 5,950.00	\$ 5.95	\$ 8,330.00	\$ 3.30	\$ 4,620.00
9	2575.505	SEEDING	ACRE	13	\$ 300.00	\$ 3,900.00	\$ 525.00	\$ 6,825.00	\$ 232.00	\$ 3,016.00	\$ 265.00	\$ 3,445.00
10	2575.505	MOWING	ACRE	20	\$ 200.00	\$ 4,000.00	\$ 132.00	\$ 2,640.00	\$ 146.00	\$ 2,920.00	\$ 265.00	\$ 5,300.00
11	2575.505	WEED SPRAYING	ACRE	30	\$ 75.00	\$ 2,250.00	\$ 190.00	\$ 5,700.00	\$ 210.00	\$ 6,300.00	\$ 125.00	\$ 3,750.00
12	2575.509	MULCH MATERIAL TYPE 3	TON	20	\$ 330.00	\$ 6,600.00	\$ 475.00	\$ 9,500.00	\$ 824.00	\$ 16,480.00	\$ 485.00	\$ 9,700.00
13	2575.605	LAKEVILLE NATIVE BUFFER MIX	ACRE	8	\$ 475.00	\$ 3,800.00	\$ 535.00	\$ 4,280.00	\$ 826.00	\$ 6,608.00	\$ 540.00	\$ 4,320.00
14	2575.605	MODIFIED LAKEVILLE NATIVE BUFFER MIX	ACRE	2	\$ 475.00	\$ 950.00	\$ 340.00	\$ 680.00	\$ 1,546.00	\$ 3,092.00	\$ 300.00	\$ 600.00
Schedule A Total:						\$ 87,340.00		\$ 127,665.00		\$ 157,265.00		\$ 122,049.00

Owner:City of Lakeville Project:Lakeville Wetland Restoration Plan					ENGINEER'S ESTIMATE		SUNRAM		RES		MNL	
Schedule: B Description:Lakeville Wetland Restoration - Bid Alt 1												
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 8,000.00	\$ 8,000.00	\$ 10,225.25	\$ 10,225.25	\$ 10,000.00	\$ 10,000.00	\$ 16,625.00	\$ 16,625.00
2	2106.507	EXCAVATION - COMMON	CU YD	1412	\$ 20.00	\$ 28,240.00	\$ 11.25	\$ 15,885.00	\$ 36.90	\$ 52,102.80	\$ 18.10	\$ 25,557.20
3	2106.507	COMMON EMBANKMENT (CV)	CU YD	969	\$ 20.00	\$ 19,380.00	\$ 23.25	\$ 22,529.25	\$ 9.00	\$ 8,721.00	\$ 4.95	\$ 4,796.55
4	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	10	\$ 175.00	\$ 1,750.00	\$ 125.00	\$ 1,250.00	\$ 299.00	\$ 2,990.00	\$ 260.00	\$ 2,600.00
5	2564.602	INSTALL SIGN	EACH	18	\$ 200.00	\$ 3,600.00	\$ 75.00	\$ 1,350.00	\$ 229.00	\$ 4,122.00	\$ 70.00	\$ 1,260.00
6	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 11,200.00	\$ 11,200.00	\$ 4,715.00	\$ 4,715.00
7	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00	\$ 1,900.00	\$ 1,900.00	\$ 2,389.00	\$ 2,389.00	\$ 5,220.00	\$ 5,220.00
8	2573.503	SILT FENCE; TYPE MS	LIN FT	6550	\$ 2.50	\$ 16,375.00	\$ 2.25	\$ 14,737.50	\$ 2.90	\$ 18,995.00	\$ 2.50	\$ 16,375.00
9	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	1400	\$ 5.00	\$ 7,000.00	\$ 4.25	\$ 5,950.00	\$ 5.95	\$ 8,330.00	\$ 3.30	\$ 4,620.00
10	2575.505	SEEDING	ACRE	13	\$ 300.00	\$ 3,900.00	\$ 525.00	\$ 6,825.00	\$ 232.00	\$ 3,016.00	\$ 265.00	\$ 3,445.00
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14	2575.605	LAKEVILLE NATIVE BUFFER MIX	ACRE	8	\$ 475.00	\$ 3,800.00	\$ 535.00	\$ 4,280.00	\$ 826.00	\$ 6,608.00	\$ 540.00	\$ 4,320.00
15	2575.605	MODIFIED LAKEVILLE NATIVE BUFFER MIX	ACRE	2	\$ 475.00	\$ 950.00	\$ 340.00	\$ 680.00	\$ 1,545.00	\$ 3,090.00	\$ 300.00	\$ 600.00
Schedule B Total:					\$ 107,845.00		\$ 105,152.00		\$ 157,263.80		\$ 108,883.75	

August 22, 2025

Mr. Mac Cafferty
Environmental Resources Manager
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

RE: *Lakeville Wetland Restoration*

Dear Mr. Cafferty:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this Amendment to the City of Lakeville (City) for construction phase services for the Lakeville Wetland Restoration project. Our project understanding, proposed scope of services, schedule, and fee are detailed below.

PROJECT UNDERSTANDING

The existing project site, owned by the City of Lakeville, is a 14-acre existing wetland area. The proposed project consists of minor site grading, tilling/seeding of existing and proposed graded areas, and site control to facilitate the growth of a Type II wetland area. The area contains a DNR trout stream on the southern boundary of the project that is to be protected from all construction activity.

Our detailed scope of work based on our understanding of the project is provided below.

SCOPE OF WORK

Task 6: Contract Documents & Bidding Assistance

Task 6.1 – Contract Documents

We will prepare a project manual containing contract documents for construction. It is assumed that the contract documents will follow previous City of Lakeville project manuals and contain the following:

- Agreement Between Owner and Contractor
- General Conditions
- Supplementary Conditions
- Special Provisions as necessary
- Plan Drawings and Seeding Details
- Contractor's Quote, Non-Collusion Affidavit, Responsible Contractor Verification and Certification Form.

It is assumed that Kimley-Horn will apply for an NPDES permit on behalf of the City and County, to be transferred to the selected contractor, with the NPDES permit fee paid for by the City.

Task 6.2 – Bidding Assistance

We will prepare a quote document for the project and provide the bid package to at least three Contractors (contacts to be provided by the City of Lakeville). During the bidding period, we will be available to answer requests for information regarding the project. We will lead an on-site, pre-quote meeting at the site area to present the project, its objectives, and key areas to be aware of throughout the project. Kimley-Horn will provide a written summary of the meeting alongside responses to Contractor questions.

We will review quotes to submitted to the City for the project and provide a tabulation and recommendation to the City following the end of bidding

Following award of contract and selection of contractor, we will coordinate with the contractor to prepare for construction to include coordination of the construction schedule, as well as an onsite pre-construction meeting.

Task 7. Construction Phase Services

Task 7.1 – Construction Coordination and Monthly Pay Applications

We will provide construction coordination assistance to City staff and our on-site construction observer. We have assumed this task will include assisting our on-site observer with design questions, coordinating with City and Contractor staff on any RFIs or project items, and assisting with monthly pay applications. We have assumed approximately two (2) hours of effort per week for the assumed six (6) weeks of construction activity will be necessary for construction coordination. We have assumed up to two (2) monthly/final payment applications will be prepared to reach closeout of the project.

Task 7.2 – Construction Observation

We will provide one construction observer for the duration of the construction project in 2025. We have assumed the project will span a six (6) week construction schedule through the 2025 construction year. The construction observer duties will consist of the following tasks:

- Provide construction observation on all grading and seeding improvements
- Daily reports
- Photographs before, during, and after construction
- Construction observation for evaluation that construction is in conformance with the Plans and City standards/specifications
- Regular coordination with the project contractor and City staff
- Coordination with Kimley-Horn's design engineer on any design related inquiries

We estimate on-site observation will be necessary up to six (6) hours per week on average from a construction observer for up to six (6) weeks of construction activity. However, we do anticipate the on-site observation time will vary week to week and over the duration of the project based on the scope of work being completed on-site during that week. All construction observation time will be logged in the daily reports for documentation and coordination with City staff.

Kimley-Horn shall have no responsibility for any of the construction contractor's means, methods, and techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the construction work. Kimley-Horn's visits to the project site will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work will generally conform to the construction documents. Kimley-Horn neither guarantees the performance of the construction contractor, nor assumes responsibility for the construction contractor's failure to perform its work in accordance with the contract documents. The construction contractor is solely responsible for constructing the project in conformity to the designs and specifications. Any design related issues or questions that arise during construction by the Contractor will be answered by the City. Kimley-Horn's services are limited to the construction observation scope and limitations listed above, and all design items are to be addressed by the City.

Task 7.3 – Preparation of Change Orders and Construction Closeout Documents

Upon request by City staff, Kimley-Horn will prepare necessary change orders for the project. We have assumed the preparation of up to one (1) change order may be necessary. We will assist the City with construction closeout documentation.

Task 7.4 – Construction Staking

EFN Inc., as a Kimley-Horn subconsultant, will perform construction staking and as-built survey for the project improvements per section 10 of the City of Lakeville Utility & Street Construction Standard Specifications. Construction staking staff will work in close coordination with the construction observer and contractor to allow for proper notification of when staking is needed. As-built survey points will be provided to the City of Lakeville following completion of construction.

SCHEDULE

A project schedule is provided below.

Quotes received from Contractors	September 4, 2025
Contract Award from City Council	September 15, 2025
Begin Construction	September 2025
Substantial Completion	December 2025
Final Completion	June 2026

ESTIMATED COSTS

Kimley-Horn will provide the scope of services identified above on an hourly basis. A detailed breakdown of hours and costs per task is provided as Attachment 2. Our total estimated cost for the Scope of Services is summarized in the table below.

Task 6 – Contract Documents & Bidding Assistance	\$9,900
Task 7 – Construction Phase Services	\$18,500
Subtotal	\$28,400
Reimbursable Expenses	\$700
NPDES Permit Fee	\$400
Total	\$29,500

We propose to complete the services detailed in this proposal in accordance with Kimley-Horn's Master Services Agreement with the City of Lakeville, dated September 20, 2021, on an hourly basis with a not-to-exceed cost of **\$29,500** including all labor and reimbursable expenses. Labor fee will be billed according to our current standard hourly rate schedule. Fees and times stated in this Proposal are valid for 120 days after the date of this letter.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please feel free to contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Mike Kinning, P.E.
Project Manager



Eric Fosmo, P.E.
Senior Associate / Authorized Signer

Accepted by: _____

Date: _____

Accepted by: _____

Date: _____



Date: 10/6/2025

**Resolution Awarding Construction Contract to Sunram Construction
for Stormwater Management Basin Maintenance**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution awarding a construction contract to Sunram Construction for Stormwater Management Basin Maintenance, City Project 24-49.

Overview

The City, Dakota County and Vermillion River Watershed Joint Powers Organization (VRWJPO) are partnering to complete maintenance of an existing stormwater management system basin located southwest of the Kenwood Trail (CSAH 50) and Jaguar Avenue intersection, City Project 24-49. Existing drain tile facilities have failed, causing sand to wash into the underground conveyance system. In addition, the stability of the berms within the stormwater management facilities are failing due to muskrat tunneling/activity. Maintenance activities include: a) drain tile replacement, b) filter aggregate replacement, c) equalizer pipe installation, and d) basin excavation and expansion. The maintenance activities are designed to restore the stormwater management system's functionality and preserve the City's stormwater infrastructure investment.

The City received three quotes for maintenance activities for City Project 24-49, ranging from a low quote of \$90,609.00 submitted by Sunram Construction to a high quote of \$140,353.94. The engineer's estimate of the construction cost was \$101,395.50.

The City, County and VRWJPO will share project responsibilities and costs consistent with terms and conditions established in a future Joint Powers Agreement. The City is the lead agency; therefore, the total project cost is reflected in this memo.

Supporting Information

1. 2025.10.06 Resolution Awarding Construction Contract
2. 2025.10.06 Agreement for Construction
3. 2025.09.29 Summary of Quotes

Financial Impact: \$90,609.00 Budgeted: Yes Source: Utility Fund - Environmental Res. Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Maria Friedges, Environmental Resources Specialist
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CITY OF LAKEVILLE

RESOLUTION NO. 25-

**Resolution Awarding Construction Contract to Sunram Construction, Inc.
for Stormwater Management Basin Maintenance**

WHEREAS, the City of Lakeville received quotes on Friday, September 26, 2025, for Stormwater Management Basin Maintenance related to City Project 24-49; and

WHEREAS, the lowest responsible quote was from Sunram Construction, Inc.

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

Hereby awards the contract to the lowest responsible quoter that meets all the quote requirements, Sunram Construction, Inc., with a quote in the amount of \$90,609.00. The construction is proposed to be completed as specified in the contract documents.

ADOPTED by the Lakeville City Council this 6th day of October 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Jaguar Pond Improvements Project, City Project No. 24-49.

ARTICLE 2 – THE PROJECT

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

The project will include drain tile replacement, filter aggregate replacement, equalizer pipe installation, basin excavation and expansion, erosion and sediment control, MnDOT class III riprap placement, seeding, and site restoration.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Stantec.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before **January 2, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include all removals, grading, drain tile installation, equalizer pipe installation, filter media installation, placement of riprap, and restoration work.
- B. The Work will be final completed on or before **June 19, 2026**.

4.03 *Liquidated Damages*

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

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

ARTICLE 5 – CONTRACT PRICE

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

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

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

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 *Indemnity*

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

10.07 *Other Provisions*

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

10.08 *Software License.*

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

license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

10.09 *Patented devices, materials and processes.*

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

10.10 *Assignment.*

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

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

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

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

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

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

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



Stantec Consulting Services Inc.
One Carlson Parkway Suite 100, Plymouth, MN 55447

September 29, 2025

City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: Jaguar Pond Improvements Project
City Project Number: 24-49
Quote Results

Dear City of Lakeville,

Quotes were opened for the Project stated above on September 26, 2025. Transmitted herewith is a copy of the Quote Tabulation for your information and file. A copy will also be distributed to the Quoters once the Project has been awarded.

There were a total of 3 Quotes. The following summarizes the results of the Quotes received:

	Contractor	Total Base Quote
Low	Sunram Construction, Inc	\$90,609.00
#2	Minger Construction Co, Inc	\$118,278.50
#3	Blackstone Contractors, LLC	\$140,353.94

The low Quote on the Project was Sunram Construction, Inc. with a Total Base Quote Amount of \$90,609.00. These 3 Quotes have been reviewed and are found to be in order.

If the City Council wishes to award the Project to the low Quote, then **Sunram Construction, Inc** should be awarded the Project on the Total Base Quote in the Amount of **\$90,609.00.**

Should you have any questions, please feel free to contact me at (763) 479-5174.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Nick Wyers, P.E.

Enclosure



Date: 10/6/2025

Amendment to Contract with Summit Fire Protection Corporation

Proposed Action

Staff recommends adoption of the following motion: Move to approve first amendment for contract for services for City of Lakeville's Fire and Life Safety services with Summit Fire Protection Co.

Overview

The Water Treatment Facility recently updated the roll-down chemical room gate operators for fire protection. To meet code requirements, these gates must be connected to the main fire alarm panel. The existing panel is obsolete and cannot accept the new gate control system. Staff proposes upgrading the facility's fire alarm panel to a new system that meets code and is standardized with other facility systems.

Supporting Information

1. First Amendment to Contract for Services
2. Contract for Services 2024-2026_ with Summit
3. Lakeville Water Treatment Plant Fire system quote

Financial Impact: \$37,950.00 **Budgeted:** Yes **Source:** Utilities Operating Budget Major Maintenance

Envision Lakeville Community Values: Good Value for Public Services

Report Completed by: Tom Breeggemann Facility Supervisor

FIRST AMENDMENT TO CONTRACT FOR SERVICES

THIS FIRST AMENDMENT (this "**Amendment**") is made as of this 6th day of October, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("**City**"), and **SUMMIT FIRE PROTECTION CORPORATION**, a Minnesota corporation, ("**Contractor**").

WHEREAS, the City and Contractor entered into a Contract For Services on December 18th, 2023 for Fire and Life Safety services at all municipal buildings. ("**Contract**");

WHEREAS, the City desires to have Contractor provide additional Fire and Life Safety services for Water Treatment Facility.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Amendment to Paragraph 1 of the Contract.** Paragraph 1 of the Contract is amended to include in the Work, the work proposed in Contractor's Proposal attached as Exhibit C.
2. **Amendment to Paragraph 2(C) of the Contract.** Paragraph 2(C) of the Agreement is amended in its entirety to read as follows

C. Contractors Proposal (Exhibit B) and Contractors' Quote Dated September 9th, 2025 (Exhibit C)
3. **Amendment to Contract.** The Contract is amended to include Exhibit C as attached hereto.

IN WITNESS WHEREOF, the City and Contractor have entered into this Amendment as of the date first above written.

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

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

SUMMIT FIRE PROTECTION Co.

Gene Stifter
By: _____

Print Name: Gene Stifter

Its: _____

EXHIBIT D



Proposal and Contract

Summit Companies (“Summit”) makes the following proposal (the “Proposal”):

Date: September 9, 2025

Re: Fire Alarm System Upgrade

Project Name: Lakeville Water Treatment Plant

Attn: Tom Breeggeman tbreeggemann@lakevillemn.gov

I appreciate the opportunity to provide the quote for a New fire alarm system

SCOPE OF WORK

Notifier NFS-320 Addressable panel
Replace Manual pull stations (20)
Replace Smoke Detectors (32)
Replace addressable modules (25)
Replace addressable relays (17)
Add addressable relays for new electronic gates (8)
Replace horn Strobes (25)
Replace strobes (2)
Add cellular communicator

EXCLUSIONS

- 1) Additional requirements from AHJ
- 2) After hours labor
- 3) Painting or Patching.

Summit agrees to the above project parts and installation as well as testing for total price of \$37,950.00

Annual Monitoring contract \$780.00

Additional items that are not indicated on this contract which may be requested by owner, any insurance agency, or Authority Having Jurisdiction (AHJ).

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit’s option, if Summit does not receive a signed acceptance of this Proposal by Owner within thirty (30) days. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.



SUMMIT FIRE PROTECTION:

By: Gene Stifter
Signature

Pete Schommer
Print Name

Sales Representative
Summit Fire Protection
Phone: (763)-349-1975

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By: _____
Signature

Print Name

Date

SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.



2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price
5. **Unavoidable Delays.** To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.
6. **Access.** Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
8. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**
 - (a) **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.**
 - (b) **UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**
9. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Owner agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit.
10. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien



against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.

11. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
12. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

CONTRACT FOR SERVICES

THIS AGREEMENT made this 18th day of December, 2023, by and between the **CITY OF LAKEVILLE**, hereinafter referred to as the “City”, and **SUMMIT FIRE PROTECTION CO.**, hereinafter referred to as the “Contractor”.

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

1. **SCOPE OF SERVICES.** The scope of services is detailed in the Contract Documents but generally consist of inspecting, servicing, and providing maintenance of the Fire Alarm, Fire Sprinkler, and Fire Extinguishers at designated City facilities. The Contractor agrees to perform the services as detailed in the Contract Documents.

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

- A. This document entitled “Contract for Services”.
- B. City of Lakeville Fire and Life Safety RFQ 2024-2026.
- C. Contractor’s Quote dated 12/11/2023.

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

3. **OBLIGATIONS OF THE CONTRACTOR.** The Contractor agrees that the work contemplated by the Contract shall be fully and satisfactorily completed in accordance with the terms of the Contract Documents.

4. **PAYMENT.**

A. The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices quoted, which is inclusive of sales tax, as set forth in the completed Quote Form. Payment to the Contractor shall be made based on work completed and submission and approval of an invoice.

B. **Payments to Subcontractor.** Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor’s receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ percent per month or any part of a month to the subcontractor on any

undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

5. INDEMNIFICATION.

A. The Contractor shall indemnify, defend and hold harmless the City and its officials, agents, representatives, and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) with respect to: (a) Worker's Compensation benefits payable on account of injury or death to any Contractor employee or to any employee of Contractor's subcontractors, where the injury or death arises out of or is in any way related to the work performed or to be performed under the Contract; (b) claims for personal injury, death, or property damage or loss asserted by a Contractor or subcontractor or any of their officers, agents, representatives, or employees where the injury, death, damage, or loss arises out of or is in any way related to the work performed or to be performed under the Contract; and (c) claims for personal injury, death, or property damage or loss as asserted by third-parties at the work site, where the claim is based in the whole or in any part on, or is in any way related to, any act or omission by Contractor, or Contractor's subcontractors, agents, employees or delegates.

B. Contractor shall agree that the indemnities stated above shall be construed and applied in favor of indemnification. To the extent permitted by law, the stated indemnities shall apply regardless of any strict liability or negligence attributable to the City and regardless of the extent to which the underlying harm is attributable to the negligence or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor also agrees that if applicable law limits or precludes any aspect of the stated indemnities, then the indemnities will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnities continue until all applicable statutes of limitations have run.

C. If a claim arises within the scope of the stated indemnity, the City may require Contractor to furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company. Contractor will take the action required by City within fifteen (15) days of receiving notice from City.

6. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded by any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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

8. **INSURANCE.** Prior to commencing work on the Contract, the Contractor shall furnish and maintain during the term of the contract such public liability and property damage insurance as shall protect the Contractor and any subcontractors performing work covered by this contract from claims for damages by Worker's Compensation Statute, and from claims for property damages or personal injury which may arise from operations under this contract, whether such operations are by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Worker's Compensation

Employer's Liability

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

Bodily Injury by Disease aggregate - \$500,000

Bodily Injury by Accident - \$500,000

Commercial General Liability – \$2,000,000 annual aggregate.

Business Automobile Liability - \$2,000,000 per occurrence combined single limit.

Excess/Umbrella Liability - \$2,000,000 each occurrence/aggregate

All insurance policies (or riders) required by this Agreement shall:

- 1) Be taken out by the Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota,
- 2) Contain a provision that the insurer shall give thirty (30) days written notice of cancellation or in the case of non-payment of premium, at least ten (10) days written notice,
- 3) Name Contractor as an insured party and City as an additional insured with respect to General Liability and Auto Liability policies on a primary and non-contributory basis,
- 4) Be in accordance with specifications approved by the insurance advisory for City, and

Be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the city. Certificates of Insurance that do not meet these requirements will not be accepted. Certificates of Insurance shall include the policy endorsements showing the City named as additional insured on a primary and non-contributory basis.

9. **TERM.** The term of this Contract shall begin on or about January 1, 2024 and end on December 31, 2026, both dates inclusive, unless sooner terminated as hereinafter provided.

10. **SUPPLIES, EQUIPMENT, AND INCIDENTALS.** The City and Contractor agree that the Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance of this Contract.

11. **SUPERVISION OF CONTRACTOR.** The City's designated supervisor will be the Facilities Supervisor. The Facilities Supervisor, acting on the City's behalf, shall be responsible for providing communication and direction as to the provision of services by the Contractor under this Contract. The Contractor will contact the City of Lakeville by e-mail as to the dates and the times they will perform work at each facility. The Facilities Supervisor's mailing address is: 20195 Holyoke Avenue, Lakeville, MN 55044; telephone numbers are: (W) 952-985-2630; (C) 952-224-6219; email address is TBreeeggemann@Lakevillemn.gov.

12. **TERMINATION WITHOUT CAUSE BY CITY.** The City reserves the right to terminate Contractor at will immediately without cause at any time within the term of this Contract. In the event of such termination, the City shall provide Contractor written notice of termination and upon receipt of same, Contractor shall immediately cease and desist Contractor's provision of services under this Contract and City shall have no further obligation under this Contract to pay any further compensation to Contractor except for compensation due and owing for services prior to Contractor's receipt of the written notice of termination.

13. **INDEPENDENT CONTRACTOR.** City and Contractor agree that Contractor, while engaged in carrying out and complying with the terms and conditions of this Contract and the provision of services thereunder, shall be considered at all times an independent contractor and not an officer, employee, or agent of the City. City and Contractor further agree that Contractor shall not at any time or in any manner represent that Contractor or any of the Contractor's agents or employees are in any manner agents or employees of the City. City and Contractor further agree that Contractor shall be exclusively responsible under this Contract for Contractor's own FICA payment, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes or other taxes if any such payments, amounts, or taxes are required to be paid by law or regulations.

14. WRITTEN NOTICE OR OTHER CORRESPONDENCE. Any written notice or other correspondence to be provided by or between the City and the Contractor in accordance with this Contract shall be hand delivered or mailed by registered or certified mail to the following address:

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

CONTRACTOR:

Summit Fire Protection Co.
575 Minnehaha Ave W
St. Paul, MN 55103

15. WAIVER OF DEFAULT. Any waiver by City of a default under the provisions of this Contract by Contractor shall not operate or be construed as a waiver of a subsequent default by the Contractor. No waiver shall be valid unless in writing and signed by the Mayor and the City Administrator on behalf of the City.

16. NO ASSIGNMENT OR SUBCONTRACTING. The City and Contractor agree that the services to be rendered by the Contractor under this Contract are unique and personal. Accordingly, the Contractor may not assign or subcontract out any of the Contractor's rights or any of the Contractor's duties or obligations under this Contract.

17. INVALIDITY OF PROVISIONS. If any term or provision of this Contract or any application hereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be effected hereby and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

18. DATA PRACTICES/RECORDS.

A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

B. All books, records, documents, and accounting procedures and practices of the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.

19. **WARRANTY.** The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment 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 part or parts and damage done by reason of the same in accordance with the proposal specifications.

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

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

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

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

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

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

22. **WORK HOURS.** Fire and Life Safety maintenance and inspections shall start no earlier than 7:00 a.m. and be completed before 3:30 p.m.

23. **BACKGROUND CHECKS.** The City holds the right to receive from the Contractor and each Contractor's employee written authorization permitting the City of Lakeville Police Department to perform a criminal history background check and further authorize the Police Department to release the information obtained to the Lakeville City Council, City Administrator and other appropriate employees. The City reserves the right to deny access to City facilities to those Contractors or Contractor's employees that it deems inappropriate.

Dated: December 18th, 2023

CITY OF LAKEVILLE

BY:



Luke M. Heiller, Mayor

AND



Ann Orlofsky, City Clerk

Dated: December 13th, 2023

CONTRACTOR: SUMMIT FIRE PROTECTION CO.

BY:

Mitch Howells

Its

12-13-23



Proposal and Contract

Summit Companies (“Summit”) makes the following proposal (the “Proposal”):

Date: September 9, 2025

Re: Fire Alarm System Upgrade

Project Name: Lakeville Water Treatment Plant

Attn: Tom Breeggeman tbreeggemann@lakevillemn.gov

I appreciate the opportunity to provide the quote for a New fire alarm system

SCOPE OF WORK

Notifier NFS-320 Addressable panel
Replace Manual pull stations (20)
Replace Smoke Detectors (32)
Replace addressable modules (25)
Replace addressable relays (17)
Add addressable relays for new electronic gates (8)
Replace horn Strobes (25)
Replace strobes (2)
Add cellular communicator

EXCLUSIONS

- 1) Additional requirements from AHJ
- 2) After hours labor
- 3) Painting or Patching.

Summit agrees to the above project parts and installation as well as testing for total price of \$37,950.00

Annual Monitoring contract \$780.00

Additional items that are not indicated on this contract which may be requested by owner, any insurance agency, or Authority Having Jurisdiction (AHJ).

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit’s option, if Summit does not receive a signed acceptance of this Proposal by Owner within thirty (30) days. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.



SUMMIT FIRE PROTECTION:

By: Gene Stifter
Signature

Pete Schommer
Print Name

Sales Representative
Summit Fire Protection
Phone: (763)-349-1975

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By: _____
Signature

Print Name

Date

SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.



2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price
5. **Unavoidable Delays.** To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.
6. **Access.** Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
8. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**
 - (a) **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.**
 - (b) **UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**
9. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Owner agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit.
10. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien



against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.

11. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
12. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.



Date: 10/6/2025

Contract for City Hall Interior Painting

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Mint Painting LLC. to remove existing wall covering in hallways and break room and paint interior spaces.

Overview

Following the recent construction project to relocate several city departments and add new service counters, City Hall's hallway finishes were left with gaps and inconsistencies. This project proposes removing the remaining wallpaper in the hallways, preparing the walls, and repainting the hallway and lobby areas to achieve a uniform and consistent appearance throughout the facility. The project also includes modernizing the breakroom by removing outdated wallpaper and repainting, updating the art rails in both hallways, and repainting doors and window frames to provide the facility with a refreshed appearance.

Supporting Information

1. Contract Mint Painting
2. Mint Painting City Hall Hallway Estimate
3. Met-Con City Hall Hallway Estimate

Financial Impact: \$32,800 Budgeted: Yes Source: Building Fund 4000.4010.6540 Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Tom Breeggemann, Facility Supervisor
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NON-BID CONTRACT FOR PURCHASE OF GOODS AND SERVICES

AGREEMENT made this 6th day of October, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **MINT PAINTING LLC.**, a Minnesota limited liability company. ("Contractor").

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

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

- A. This Agreement.
- B. Contractor's Quote dated September 11th, 2025 (Exhibit A)
- C. Initial Contractor Verification of Compliance (Exhibit B)

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

2. CONTRACTOR OBLIGATIONS. The Contractor shall provide the goods, services and perform the work in accordance with the Contract Documents for the removal of all wall coverings in the hallways and break room, skim coat and prepare wall surfaces for paint, and complete painting of the hallways, breakroom, and main lobby walls, main lobby ceilings, and designated door and window frames at Lakeville City Hall. Contractor shall protect adjacent areas during work, and perform cleanup upon completion. Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the Contract Documents. This contract may be terminated by the City at any time upon discovery by the City that the Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn. Stat. § 16C.285, Subdivision 3, the Responsible Contractor statute.

3. CONTRACTOR'S REPRESENTATIONS.

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

B. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

C. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.

D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4. COMPENSATION. Contractor shall be paid by the City for the goods and services described in exhibit A, but not to exceed: thirty-two thousand, eight hundred dollars and zero cents. (\$32,800.00) which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment shall be made periodically after a service has been completed and within thirty-five (35) days of receipt of an invoice.

5. COMPLETION DATE. The Contractor shall complete the Work on or before December 31st 2025.

6. WARRANTY. The Contractor guarantees that all warranties as specified in the Quote shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship. In addition to the warranties required in the specifications the Contractor provides the following warranties. The Contractor is responsible for any and all defects in workmanship and materials and upon notification by the City shall immediately replace or repair the defective workmanship and materials without cost to the City. The Contractor warrants that only new unused materials will be used. The Contractor further warrants to the City that all materials and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. These warranties are in addition to any manufacturer's standard warranty, and any warranty provided by law.

7. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by the Contract Documents, and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action, or failure to act, by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach there under, except as may be specifically agreed in writing.

8. INSPECTION AT DELIVERY. At the point of delivery, the City will have the right inspect the goods for compliance with the Contract Documents prior to installation. As the result of the inspection, the City will:

A. Accept the goods subject to an inspection report requiring correction; or

B. Refuse to make payment until corrections are complete.

9. CHANGES TO WORK. Without invalidating the Contract, the City may, at any time, or from time to time, order additions, deletions or revisions in the work provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in

the Contract Price shall be based upon the prices identified in the Quote provided or negotiated between the parties based on similar work provided in the Proposal.

10. UNAUTHORIZED WORK. Additional work performed without authorization of an amendment of this Contract will not entitle Contractor to an increase in the Compensation or an extension of the Contract.

11. DOCUMENTS. The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Contractor in conjunction with this contract.

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

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

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

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

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

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.

16. INDEPENDENT CONTRACTOR. The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

17. SUBCONTRACTORS. Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

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

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

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

21. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

23. RECORDS/AUDIT. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of City and Contractor relevant to the Agreement are subject to examination by City and Contractor, and either the Legislative Auditor or the State Auditor as appropriate. City and Contractor agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

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

25. TERMINATION. This Agreement may be terminated by City on two (2) days' written notice delivered to Contractor at the address on file with the City. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for goods and services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

Dated: October 6th, 2025

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

Dated: October 6th, 2025

MINT PAINTING LLC

By: Dennis Helmen

Print Name: Dennis Helmen

Its: owner



ESTIMATE

Discover the "Mint" difference. Flawless finishes, exceptional customer service.

MINT PAINTING LLC

14310 Park Ave
Burnsville, Minnesota 55337
United States

Phone: 612-703-5482 - Office
Mobile: 612-735-3071 - Dennis Direct
www.mintpaintingservices.com

Bill to
City of Lakeville

Tom Robinson
20195 Holyoke Avenue
Lakeville, Minnesota 55044
United States

952-224-6219
trobinson@lakevillemn.gov

Estimate Number: 25-054

Customer Ref: City Hall hallways

Estimate Date: September 11, 2025

Valid Until: October 11, 2025

Grand Total (USD): \$32,800.00

Product/service	Quantity	Price	Amount
Wallpaper removal & Paint North & South wing- Remove all wallpaper and glue adhesive from the north and south wing, including the north wing vestibule. Skim walls for a uniform, smooth finish. Prime and paint in any color all the way up to the transparent ceiling. Including repair to all stress cracks near the transparent ceiling. Bump out soffits to be painted in a different color.	1	\$22,800.00	\$22,800.00
Wallpaper removal & Paint Break room- Remove all wallpaper and glue adhesive. Skim walls for a uniform, smooth finish. Prime and paint 2 coats in any color.	1	\$4,800.00	\$4,800.00
Lobby Ceiling Prep and paint the lobby ceiling, including the part that enters the beginning of both wings. Excluding any of the vaulted area in the center of the lobby.	1	\$1,600.00	\$1,600.00
Door frames Prep and paint 27 door frames. This includes the frames that have side or top windows in them. 125\$ per frame	27	\$110.00	\$2,970.00
Window frames Prep and paint 5 small window frames in the south wing and 4 large window frames to the council chambers. 75\$ per frame	9	\$70.00	\$630.00
Includes: Paint, Materials, & Labor	1	\$0.00	\$0.00

We proudly use quality Sherwin Williams products.

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Grand Total (USD): \$32,800.00

INITIAL CONTRACTOR VERIFICATION OF COMPLIANCE

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

My company meets each of the minimum criteria in subclauses (1) – (6) of Minn. Stat. § 16C.285, subd. 3, the Responsible Contractor statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a "responsible contractor" as defined in Minn. Stat. § 16C.285, subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, ineligible to be awarded a construction project and may result in termination of a contract awarded to the undersigned. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

I have attached a list of all of my company's first-tier subcontractors that it intends to retain for work on the project.

Date:

9-30-25**Contractor:**

By

Dennis Heinen

(please print name)

Signature

Dennis Heinen

(please sign name)

Its

owner

INITIAL VERIFICATION

[illegible]

Its _____

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ESTIMATE

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Burnsville, Minnesota 55337
United States

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Mobile: 612-735-3071 - Dennis Direct
www.mintpaintingservices.com

Bill to**City of Lakeville**

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20195 Holyoke Avenue
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Product/service	Quantity	Price	Amount
Wallpaper removal & Paint North & South wing- Remove all wallpaper and glue adhesive from the north and south wing, including the north wing vestibule. Skim walls for a uniform, smooth finish. Prime and paint in any color all the way up to the transparent ceiling. Including repair to all stress cracks near the transparent ceiling. Bump out soffits to be painted in a different color.	1	\$22,800.00	\$22,800.00
Wallpaper removal & Paint Break room- Remove all wallpaper and glue adhesive. Skim walls for a uniform, smooth finish. Prime and paint 2 coats in any color.	1	\$4,800.00	\$4,800.00
Lobby Ceiling Prep and paint the lobby ceiling, including the part that enters the beginning of both wings. Excluding any of the vaulted area in the center of the lobby.	1	\$1,600.00	\$1,600.00
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Includes: Paint, Materials, & Labor	1	\$0.00	\$0.00

We proudly use quality Sherwin Williams products.

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Grand Total (USD): \$32,800.00

Proposal

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

PROPOSAL SUBMITTED TO City Hall - Tom Breeggeman		DATE 09/03/25	
STREET 20195 Holyoke Ave		PHONE	FAX
CITY, STATE AND ZIP CODE Lakeville, MN 55044		JOB NAME Wallpaper removal, Skimming, Painting upgrades	
ARCHITECT	DATE OF PLANS	JOB LOCATION	JOB PHONE

We hereby submit specifications and estimates for:

We are pleased to quote the following:

Base bid

- * Removal of all wallpaper within corridor 1 & 2
- * Skim/repair walls
- * Paint all walls in corridor 1 & 2 as well as main lobby

ADD Alt 1 - Main Lobby ceiling

- * Repair ceiling cracks and paint

Total \$9,629

ADD Alt 2 - Break room wall finishes

- * Remove wall paper
- * Skim/repair walls as needed
- * Paint all walls

Total \$8,950

Clarifications/Exclusions:

- * Painting of door frames ADD \$200EA
- * Where vertical cracking is existing we would recommend install control joints (to be added by CO)
- * Excludes builders risk insurance
- * Work figured to completed during normal business hour Monday-Friday 7:00AM - 3:330PM

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

Fifty seven thousand eight hundred forty -----NO/100 57,840.00

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

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

Authorized Signature Parker Beaupre

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

Acceptance of Proposal

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

Date of Acceptance _____

Signature _____

Signature _____



Date: 10/6/2025

Contract for Lakeville Area Art Center Boiler Replacement

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Faribo Plumbing and Heating Inc. for the replacement of two snow melt boilers.

Overview

The Lakeville Area Art Center has two snow melt boilers that serve the paver entrance to the theater. Recently, one of the boilers developed an unrepairable leak in the heat exchanger and is no longer functional. Due to the age of the equipment, staff is proposing the replacement of both boilers with two new high-efficiency units to ensure reliable operation and improved energy performance.

Supporting Information

1. Contract with Faribo Plumbing and Heating
2. Quote from Faribo Plumbing and Heating
3. Quote from Archer Mechanical

Financial Impact: \$22,500 Budgeted: Yes Source: Building Fund 4000.4014.6280 Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Tom Breeggemann Facility Supervisor
--

NON-BID CONTRACT FOR PURCHASE OF GOODS AND SERVICES

AGREEMENT made this 6th day of October, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **FARIBO PLUMBING & HEATING, INC.** a Minnesota corporation ("Contractor").

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

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

- A. This Agreement.
- B. Contractor's Quote dated September 16th, 2025 (Exhibit A)
- C. Initial Contractor Verification of Compliance (Exhibit B)

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

2. CONTRACTOR OBLIGATIONS. The Contractor shall provide the goods, services and perform the work in accordance with the Contract Documents for the replacement of two boilers at the Lakeville Area Arts Center. Contractor shall remove existing boilers and replace with condensing boilers, install a bypass filter, and condensate piping. Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the Contract Documents. This contract may be terminated by the City at any time upon discovery by the City that the Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn. Stat. § 16C.285, Subdivision 3, the Responsible Contractor statute.

3. CONTRACTOR'S REPRESENTATIONS.

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

B. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

C. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.

D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4. COMPENSATION. Contractor shall be paid by the City for the goods and services described in exhibit A, but not to exceed: twenty-two thousand, five hundred dollars and zero cents. (\$22,500.00) which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment shall be made periodically after a service has been completed and within thirty-five (35) days of receipt of an invoice.

5. COMPLETION DATE. The Contractor shall complete the Work on or before November 21st 2025.

6. WARRANTY. The Contractor guarantees that all warranties as specified in the Quote shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship. In addition to the warranties required in the specifications the Contractor provides the following warranties. The Contractor is responsible for any and all defects in workmanship and materials and upon notification by the City shall immediately replace or repair the defective workmanship and materials without cost to the City. The Contractor warrants that only new unused materials will be used. The Contractor further warrants to the City that all materials and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. These warranties are in addition to any manufacturer's standard warranty, and any warranty provided by law.

7. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by the Contract Documents, and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action, or failure to act, by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach there under, except as may be specifically agreed in writing.

8. INSPECTION AT DELIVERY. At the point of delivery, the City will have the right inspect the goods for compliance with the Contract Documents prior to installation. As the result of the inspection, the City will:

A. Accept the goods subject to an inspection report requiring correction; or

B. Refuse to make payment until corrections are complete.

9. CHANGES TO WORK. Without invalidating the Contract, the City may, at any time, or from time to time, order additions, deletions or revisions in the work provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in the Contract Price shall be based upon the prices identified in the Quote provided or negotiated between the parties based on similar work provided in the Proposal.

10. UNAUTHORIZED WORK. Additional work performed without authorization of an amendment of this Contract will not entitle Contractor to an increase in the Compensation or an extension of the Contract.

11. DOCUMENTS. The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Contractor in conjunction with this contract.

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

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

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

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

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

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.

16. INDEPENDENT CONTRACTOR. The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

17. SUBCONTRACTORS. Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

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

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

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

21. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

23. RECORDS/AUDIT. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of City and Contractor relevant to the Agreement are subject to examination by City and Contractor, and either the Legislative Auditor or the State Auditor as appropriate. City and Contractor agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

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

25. TERMINATION. This Agreement may be terminated by City on two (2) days' written notice delivered to Contractor at the address on file with the City. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for goods and services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

Dated: October 6th, 2025

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

Dated: October 6th, 2025

FARIBO PLUMBING & HEATING INC.

By: _____

Print Name: _____

Its: _____

FARIBO PLUMBING & HEATING, INC.
 2345 NW 8th Avenue
 Faribault, MN 55021
 Phone: 507-334-6409 Fax: 507-209-1971

City of Lakeville
 20195 Holyoke Ave
 Lakeville, MN 55021

JOB NUMBER		JOB DATE	
64136415		09/16/2025	
JOB DESCRIPTION			
Replace 2 boilers with Navien condensing			
JOB LOCATION			
Lakeville Area Arts Center			
CONTACT		JOB PHONE	
Tom Breeggemann		952-985-2630	

This proposal is for Faribo Plumbing & Heating to replace 2 existing Laars boilers with 95% condensing Navien boilers for ice melt system at Lakeville Area Arta Center.

Inclusions:

- Disconnect and dispose of existing boilers.
- Build stand's and hang new boilers in front of existing primary manifold.
- Connect new boilers to existing primary manifold.
- New secondary pumps on each boiler.
- Assist customer in pumping there glycol into existing system.
- Condensate pump to existing floor drain in basement.

Complete for the sum of:

22500.00

Notes:

- There is a \$1000.00 allowance for electrical included in this proposal.
- There is 4 hours labor included to assist customer with filling and purging system with glycol they provide.
- Proposal figured for normal working hours.
- Proposal figured to tie into existing system. If anything is found to need repair or replacement this will be extra, and billed as time plus material.

We Propose hereby to furnish material and labor - complete in accordance with these specifications for the sum of

\$22,500.00

Twenty Two Thousand Five Hundred Dollars And 00 Cents

Payable as follows:

Payment due upon completion of work

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature: _____

Note: This Proposal may be withdrawn
by us if not accepted within (30) Days

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

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

Signature _____ Date _____ Signature _____ Date _____



1614 Cliff Road E. Burnsville, MN - 952-894-2323 - Archermechanical.com – Subsidiary of Allan Mechanical Corp.

**REMOVE/REPLACE 2 SNOW MELT BOILERS
AT
ART CENTER, LAKEVILLE**

Proposal # JCC 25-2809

To: Tom Breeggemann
City of Lakeville.
(952) 224-6219
tbreeggemann@lakevillemn.gov

Date: 9-22-2025

Scope: Remove/replace boilers (2) serving Ice Melt. Proposal is based on using existing inground piping, hot water circulating pump, expansion tank, valves, controls and air eliminating devices. Glycol to be supplied by City of Lakeville.

Included:

- Boilers (2)
 - Viessmann (200-W)
 - 199,000 MBH input
 - Natural gas
- Regulators (2)
- Vent/combustion air
 - Vent from boilers to go in existing vent space to roof
 - Use existing combustion air
- Gas pipe
 - Connect existing main gas pipe located in mechanical room to boilers
- Permits and inspections
- Labor
- Disposal of existing boilers

Not included:

- Additional repairs found while performing tasks listed above
- Balancing
- Bond costs
- Overtime hours
- Temporary heat, power, lighting, water, toilet, etc.
- Painting or other general construction items
- Electrical work
- Abatement of Hazardous Materials
- Cost increase caused by manufacture
- Glycol
- Electrical



1614 Cliff Road E. Burnsville, MN - 952-894-2323 - Archermechanical.com – Subsidiary of 

**REMOVE/REPLACE SNOW MELT BOILERS
AT
ART CENTER, LAKEVILLE**

Proposal # JCC 25-2809

WORK IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. ARCHER EMPLOYEES ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

Price..... \$54,671.00

Archer Mechanical may withdraw Proposal if not accepted within 30 days and work does not start within 90 days.

Payment:

Final Payment will be made at the time of job completion as outlined in the specifications listed above

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

Customers Signature _____ Date _____

Upon acceptance sign, date and return to Archer Mechanical LLC.

Respectfully submitted by,
Jason Chelmo
Archer Mechanical
952-894-2323 office



Date: 10/6/2025

**Authorize Funding and Approve Landscaping Services with Friedges Landscaping
for Avonlea 4th Addition and Avonlea 5th Addition**

Proposed Action

Staff recommends adoption of the following motion: Move to authorize funding and approve landscaping services with Friedges Landscaping for Avonlea 4th and 5th Additions.

Overview

The developer of Avonlea 4th Addition and Avonlea 5th Addition requested that the City complete the remaining required public improvements associated with the developments. The remaining work includes planting buffer landscaping, trees and shrubs that were either missed during the original installation or have since died and require replacement. To bring the site into compliance with the approved landscaping plan, 98 buffer shrubs along 185th Street and 28 replacement or missing trees throughout the site must be planted. The work will be funded 100% by an escrow provided by the developer.

Supporting Information

1. Planting Quote for Avonlea 4th and 5th Additions

Financial Impact: \$23,000 Budgeted: Yes Source: Escrow Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Alanna Sobottka, Civil Engineer
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City of Lakeville - Forestry
 Development Planting - Fall 2025
 Avonlea

Fall Tree Planting - B&B Nursery Stock and Container					
Scientific Name	Common Name	Quantity	Stock	Per Tree Cost	Quote
<i>Acer x freemanii 'Sienna'</i>	Maple, Freeman - Sienna Glen	4	2.5" B&B	\$590.00	\$2,360.00
<i>Celtis occidentalis</i>	Hackberry, Northern	2	2.5" B&B	\$570.00	\$1,140.00
<i>Larix Laricina</i>	American Larch	2	5' HT.	\$405.00	\$810.00
<i>Malus 'Starlite'</i>	Crabapple - Starlite	2	2" B&B	\$520.00	\$1,040.00
<i>Picea glauca var. densata</i>	Black Hills Spruce	3	6' HT.	\$530.00	\$1,590.00
<i>Pinus strobus</i>	White Pine	2	6' HT.	\$520.00	\$1,040.00
<i>Populus tremuloides</i>	Quaking Aspen	8	1.5" CONT.	\$400.00	\$3,200.00
<i>Quercus bicolor</i>	Oak, Swamp White	1	2.5" B&B	\$600.00	\$600.00
<i>Quercus bicolor</i>	Oak, Swamp White	4	2.5" B&B	\$600.00	\$2,400.00
<i>Viburnum trilobum 'J.N. Select'</i>	Redwing Cranberry Viburnum	32	36" HT.,POT	\$90.00	\$2,880.00
<i>Amelanchier alnigolia 'Regent'</i>	Regent Serviceberry	66	36" HT.,POT	\$90.00	\$5,940.00
Planting to include a 3-4 foot diameter, 3 inch deep mulch ring around each tree per the mulching specifications.				SUB-TOTAL:	\$23,000.00

Mayor

Date

City Clerk

Date



Date: 10/6/2025

Professional Services Supplemental Agreement to Repaint the Water Tower in the Dakota Heights Neighborhood

Proposed Action

Staff recommends adoption of the following motion: Move to approve a professional services supplemental agreement with SEH, Inc for repainting the water tower in the Dakotak Heights neighborhood.

Overview

The 2-million-gallon water tower in the Dakota Heights neighborhood, constructed in 1975, is in need of a complete repainting. The tank was last inspected in 2024, with many sections of the coating found to be in poor condition. Flash rust is visible on the exterior, and corrosion is occurring on the interior roof rafters and weld seams.

In 2012, limited repainting repairs were performed to extend the life of the existing coating. However, those improvements were only intended as a temporary measure until a full repainting could be completed. The proposed project will remove the existing coatings and fully repaint both the exterior and interior of the tank, along with other miscellaneous improvements.

SEH, Inc. has submitted a proposal outlining the scope of services and estimated costs for final design preparation, bidding, and construction observation and administration, in accordance with the City's 2024 Professional Services Agreement.

The project is scheduled to go out for bids in January, with construction anticipated to begin in late July 2026.

Supporting Information

1. Supplemental Agreement

Financial Impact: \$99,640 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Paul Oehme, Public Works Director

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Lakeville ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective September 16, 2024, this Supplemental Letter Agreement dated September 22, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: City of Lakeville – Dakota Heights 2 MG Ground Storage Tank Rehabilitation & Holyoke/Downtown Maintenance.

Client's Authorized Representative: Mr. Paul Oehme, PE
Address: 18400 Ipava Avenue, Lakeville, MN 55044
Telephone: 952.985.2700 **email:** poehme@lakevillemn.gov

Project Manager: Brad Sipe
Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110
Telephone: 6517652955 **email:** bsipe@sehinc.com

Scope: The Services to be provided by Consultant:

See attached letter

Schedule: See attached letter

Payment: See attached letter

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

By: 
Full Name: Miles Jensen
Title: Client Service Manager

City of Lakeville

By: _____
Full Name: Luke M. Hellier
Title: Mayor

Attest: _____
Ann Orlofsky, City Clerk

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.



September 22, 2025

RE: Dakota Heights
2 MG Ground Storage Tank
Rehabilitation &
Holyoke/Downtown Maintenance
Lakeville, Minnesota
SEH No. LAKEV 187626 14.00

Mr. Paul Oehme, PE
Public Works Director
City of Lakeville
18400 Ipava Avenue
Lakeville, MN 55044

Dear Mr. Oehme:

As per your request, the City of Lakeville is in need of full-service design, inspection and contract administration services for the reconditioning of the City's elevated 2,00,000-gallon ground storage tank located at 17985 Jacquard Path Lakeville MN with Maintenance being completed at the Holyoke and Downtown Tanks. Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit a proposal for providing these services. This proposal includes our project understanding, project team, project approach, schedule, scope of services, project fees, and benefits to the City of Lakeville.

PROJECT UNDERSTANDING

SEH had discussions with staff to determine the City's directives in relation to the maintenance and long-term service of this facility.

The discussions with the City were used to determine the approach for this project to meet the City's scope. After reviewing the information provided and recommendations, we understand your project expectations, the work required for these facilities, and the staffing and scheduling needs necessary for a successful project outcome.

PROJECT TEAM

Our team's many advantages include extensive water tank construction and coatings inspection experience, as well as being one of the few Minnesota engineering consultants with an in-house protective coatings' management staff. This industry expertise has been recognized by the American Council of Engineering Companies (ACEC) with numerous water tank design and rehabilitation awards over our more than 80 years of water storage tank experience.

All proposed services will be completed by SEH with our own personnel.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

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

Brad Sipe will be the Project Manager for this City of Lakeville project and is a NACE Certified Coating Inspector – Level 3. With a career in protective coatings beginning in 2011, Brad has more than 14 years of contractor experience specializing in project management involving protective coatings and rehabilitation projects. Brad's previous experience working for rehabilitation contractors arms him with unique knowledge for protective coatings projects. This knowledge assists with contractor scheduling and logistics, foresight of project complications to reduce or eliminate potential change orders prior to the bid phase and contract work, and the level of critical inspection required to successfully complete a project while providing value to the owner in the reduction of overall cost.

Simon McCormak, PE, will serve as project engineer and has more than 14 years of experience in water distribution planning and specification development for water storage reconditioning.

With respect to project inspection, SEH will provide the City with a NACE Certified inspector working under the direct supervision of the project manager. SEH staff have training to be working under the direct supervision of a structural engineer and/or Certified Welding Inspector (CWI), as applicable to the final project scope.

Additional team members include coatings expert **Jeff Joseph and James Coyle** with a combined experience of more than 25 years in the protective coatings industry.

PROJECT APPROACH

SEH will work directly with the City staff to implement the recommendations required to recondition this facility. The scope of work, is as follows:

- Exterior Repairs and Modifications
 - Clean out the existing overflow pipe at the discharge and replace the screen with a corrosion resistant 3/8" or smaller mesh screen, or flap valve
 - Remove and replace the neoprene gasket and bands covering the gap between the access tube and tank roof
 - Remove loose, cracked, and spalled grout under the column as noted; repair using non-shrink 3000 psi grout or elastomeric sealant as applicable
- Interior Repairs and Modifications
 - Remove rail style safety climbs and install cable style safety climbs on the interior dry ladders
 - Add interior wet mixer and control panel
- Coating Rehabilitation
 - All steel exterior surfaces should be prepared to an SSPC SP-6 or equal "Commercial Blast" level of cleanliness. This should be followed by a zinc/polyamide-epoxy/acrylic-polyurethane coating system. To avoid fugitive dust emissions and/or paint drift, a full-containment structure will need to be constructed. No logo shall be applied to this tank at the request of the owner.
 - Lower Concrete Pedestal of the tank should be prepared to an SSPC SP-13 or equal "Concrete Surface Preparation" CSP 3 to 5 level of cleanliness. This should be followed by a polyamide-epoxy/acrylic-polyurethane coating system.
 - All Interior wet surfaces should be prepared to an SSPC SP-10 "Near-White Metal Blast Cleaning" standard of cleanliness. After cleaning, exposed surfaces should be painted with three-coats of a compatible zinc/epoxy-polyamide system meeting standard NSF 600.

- Holyoke Tank & Downtown Tank
 - Interior Repairs and Modifications
 - Add interior wet mixer and control panel
 - Coating Rehabilitation
 - All Interior wet damaged surfaces should be prepared to an SSPC SP-7 “Brush-off Blast Cleaning” standard of cleanliness. After cleaning, exposed surfaces should be painted with two-coats of a compatible epoxy/epoxy-polyamide system meeting standard NSF 61/600.

SEH is aware of the costs in completing a reconditioning project, both through on-going reconditioning projects within the region and through our project manager’s past contractor work experience. Today’s coating systems are formulated to last 20 to 25 years with periodic maintenance. The success of the project starts with attention to the initial preparation of the surface and application of the coating system, which is why inspection of the work becomes so important.

Finally, SEH will incorporate provisions into the specification requiring a two-year contractor warranty for this facility. This proposal includes services for conducting the warranty inspection.

PROJECT SCHEDULE

Upon your authorization, SEH is ready to proceed. The overall project schedule is based on the City’s ability to remove these facilities from service independently without detriment to its water distribution system or residents. As identified above, a formal timing of the project will be confirmed with City staff at the initiation meeting.

Aside from scheduling issues specific to demands on water distribution, ambient conditions needed for proper coating application and cure are required. Therefore, our schedule will take into consideration timing, sequencing of operations, and product selection.

Event	Date
Consultant Selection	October 2025
Submit Draft Plans/Specifications for City Review	4 Weeks from notification to Begin
Advertise for Bids	January 2026
Bid Opening	February 2026
Project Award	2 Weeks from Bid Opening
Preconstruction Meeting	2 Weeks prior to Project Commencement
Early Project Commencement*	July 20, 2026
Late Project Completion (<i>Substantial</i>)*	September 31, 2026

**Project schedule dates are flexible to meet the demands of the City for these facilities and will be finalized based on when the water tower may be taken out of service for the Eleven (11) week contract duration, however we recommend completing the design and bidding phases as soon as practical to capitalize on current market pricing. Project completion is scheduled allowing sufficient time to complete the project within the 2026 construction seasons in the event of unforeseen delays.*

SCOPE OF SERVICES

I. Design Services

The work tasks and deliverables for this section shall include:

- Pre-Design
 - Meet to review recommendations with the City to review scope
 - Establish overall project requirements and objectives related to contractor procurement and schedule
 - Specifications and Contract Documents
 - Prepare contract documents, drawings, and specifications, including both general conditions (where required) and technical sections as related to facility surface preparation and coating application (*Specifying systems in accordance with AWWA D102*), and structural modifications.
 - Meet (1) with City staff to review plans and specifications
 - Submit final contract documents to the City for review and approval
 - Prepare final engineer's estimate and schedule based on the final plans
 - Provide permit application and specification to the Minnesota Department of Health
- *Permitting fee(s) reimbursed by the City (included in budget)

II. Construction Services

The work tasks and deliverables for this section shall include:

From Previous experience it was said that the City would complete the Bidding and advertising.

- Bidding Administration
 - Provide response to bidder questions
 - Issue addenda, as applicable
 - Review bids and prepare letter of award recommendation to the City Council

III. Contract Administration

The work tasks and deliverables for this section shall include:

- Construction Administration
 - Coordinate and facilitate a pre-construction meeting and subsequent meeting minutes
 - Perform periodic on-site reviews of project work and provide status reports to the City
 - Coordinate and facilitate on-site progress meetings
 - Prepare monthly pay request forms for City approval ☐ Prepare change orders, as required
 - Prepare letter of final review and acceptance in coordination with the on-site inspector
 - Review submittals and other pertinent documentation associated with the plans/specifications
 - Shop drawing review
 - Welder qualifications/certifications/procedures
 - Coating materials
 - TCLP sampling plan
 - Spent material collection and disposal

IV. Construction Observations

The work tasks and deliverables for this section shall include:

- Construction Observation/Inspections

Inspection and record keeping for surface preparation and coatings will be provided by a NACE Certified Coatings Inspector. Inspection and record keeping for welding work will be conducted by a Certified Welding inspector (CWI) and/or an inspector trained to be working under the direct supervision of a structural engineer or CWI. Daily records of construction activities of both the prime contractor and their subcontractors will be kept. SEH proposes to provide *critical inspection services for this project as outlined below and assumes a six-day contractor work week and project duration of Eleven (11) weeks (limited to reconditioning operations).

*Critical inspection places an emphasis of observation time on operations related to surface preparation and prime-coat application. Inspections outside these operations are intended to be coordinated in cooperation with contractor, or at the City's request.

PROPOSED CONSTRUCTION OBSERVATION EFFORT

Operation	Week	Estimated Inspection Hours
Mobilization	1	8
Repairs/Modifications	2	20
Surface Preparation and Prime Coat Application	3-6	180
Intermediate Coat Application	7	60
Finish Coat Application	8-9	90
Site Restoration/Punch-List/Disinfection	9-10	40
Holyoke & Downtown Repairs	11-12	60
Total*		458

*Inspection time includes travel and reports, in addition to time spent on site. In circumstances where the Contractor requires additional inspection hours outside of specified working times SEH specifications place the responsibility of additional inspection fees on the Contractor to reduce costs incurred by the City.

- During the project, SEH will perform the following tasks:
 - Inspect structural repairs and modifications for conformance to the specifications
 - Monitor field operations and testing in accordance with the specifications, manufacturer recommendations, and government regulations as related to:
 - Surface preparation materials and equipment
 - Surface preparation operations inclusive of paint removal and approval of samples
 - Coating application materials and equipment
 - Coating operations inclusive of mixing and application
 - Prepare and file copies of reports on the construction activities
 - Work directly with residents and property owners, responding to construction related issues
 - Participate in regularly scheduled on-site meeting with City staff during active work periods and prepare a written update including applicable updating progress for public notification(s)
 - Prepare punch list at substantial completion

- Assist the City with coordination of facility disinfection and testing (contractor initiated)
- Prepare final inspection letter to the contractor
- Final Review
 - Conduct a final project review verifying completion of punch list items with contractor
 - Prepare Engineer's recommendation of project final completion
 - Provide City with As-Built record drawings of the project (electronic format)

V. Warranty Inspection

The deliverables and work tasks for a two-year warranty inspection in accordance with this section of the proposed specification shall include:

- Contacting the City approximately six months prior to the expiration date to verify our proceeding with contracted operations
- Coordinating with the City and SEH (the "ROV" method is proposed for interior investigation) the schedule for the inspection
- SEH notifying the contractor of the inspection date

Upon completion, a letter will be sent to the City and the contractor informing each party of the inspection results and recommended repairs and requesting scheduling any follow up work with the City. SEH will rely on the City for access and operation of their facility as needed for completing the above operations.

Our fee does not include any necessary inspection of warranty repairs resulting from the above Warranty assessment. The City will be billed for the Warranty inspection following submission of the SEH result letter.

PROPOSED COST OF ENGINEERING SERVICES

SEH proposes to complete Tasks I-V, identified under Design Services, Bidding Administration, Contract Administration, Construction Observation/Inspection Services and Warranty Inspection on an Hourly, Not-to-Exceed basis for the fee of **\$99,640.00**. The breakdown of fees is to be considered as hourly, but also transferrable between Tasks as may be needed to complete the project scope in its entirety as described herein. We understand this total value of proposal cannot increase without further authorization from you.

Task	Amount
1. Pre-design and Construction Document Preparation	\$8,900
2. Bidding Administration	\$2,400.00
3. Contract Administration	\$16,840.00
4. Construction Observation/Inspection Services	\$59,000.00
5. Warranty Inspection – 2 Year	\$3,500.00
6. Holyoke & Downtown Maintenance Inspections	\$9,000.00
TOTAL COST	\$99,640.00

CLOSURE

We want to thank you for the opportunity to provide the City of Lakeville with this proposal. As always, it is very important to us our services continue to meet and surpass your needs and expectations. After you have had an opportunity to review this proposal, we would like to hear any comments, concerns, or questions you may have. If this letter satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return one copy to us.

If you have any questions or would like to discuss this proposal in greater detail, please contact me at your convenience at 615.613.3880, or contact Miles Jensen, our Client Service Manager at 218.343.0260. We look forward to working with you on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Brad Sipe, NACE
Protective Coatings Manager



Miles Jensen
Client Service Manager
(Lic. AZ, CO, IA, IL, IN, KS, MD, MI, MO, MN, ND, NE, NM,
OH, SD, TX, VA, WI)

dmk
Attachment

[https://sehincazure-my.sharepoint.com/personal/dkoontz_sehinc_com/documents/dkoontz/brad sipe/lakeville holyoke tank maintenance proposal 091925.docx](https://sehincazure-my.sharepoint.com/personal/dkoontz_sehinc_com/documents/dkoontz/brad%20sipe/lakeville%20holyoke%20tank%20maintenance%20proposal%20091925.docx)



Date: 10/6/2025

Lease Agreement for Storage of Public Works Equipment

Proposed Action

Staff recommends adoption of the following motion: Move to approve lease agreement for public works seasonal equipment

Overview

In 2025, the Streets and Parks Divisions began storing seasonal equipment at a leased facility following the demolition of the old Public Works building to make way for the FiRST Center. Summer vehicles and equipment, such as mowers and street sweepers, are stored during the winter months, while winter equipment, such as plow vehicles and plow attachments, is stored during the summer months. Temporary storage space is needed until a permanent solution is identified.

The City leased space on Hamburg Avenue in 2025 for this purpose. Staff is requesting to lease the same space again in 2026 under the same terms and with 3% increase in the rent from the 2025 agreement.

Supporting Information

1. 2026 Lease Agreement

Financial Impact: \$10,215/month Budgeted: Yes Source: Street Division Budget Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Paul Oehme, Public Works Director

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 30 Day of September, 2025, by and between Mayflower Hamburg Properties, LLC, a Minnesota limited liability company, whose address is 7760 France Ave S, Suite 1100, Edina MN 55435 (hereinafter called "Lessor") the City of Lakeville, a Minnesota municipal corporation, whose address is 20195 Holyoke Ave, Lakeville MN 55044 (hereinafter called "Lessee");

Section 1. Premises. In consideration of the mutual covenants and agreements herein, the Lessee leases from Lessor and Lessor leases to Lessee approximately 10,000 square feet of space within the building located at 21725 Hamburg Avenue, Lakeville, Minnesota 55044 ("Property") as depicted in Exhibit A attached hereto and incorporated herein ("Premises"). Subject to all terms and conditions of this Lease, Lessee shall have the non-exclusive right to use all easements, rights and privileges appurtenant thereto including the right to use the parking areas, driveways, and roads within the Property, and means of ingress and egress thereto, excluding restrooms. All parking areas, driveways, roads, sidewalks, private utilities and other areas and facilities within or servicing the Property for the common use of the tenants of the Building (as defined hereinafter) and their respective employees and invitees, excluding restrooms, are referred to herein as the "Common Areas."

Section 2. Term. The term of this Lease shall be for the period commencing January 1, 2026 and terminating on December 31, 2026. Provided that Lessee is not in default in the performance of this Lease, Lessee shall have the option to renew the lease for an additional term of 12 months commencing at the expiration of the initial lease term. Rent shall be for the additional term \$10,215.00 per month. All of the terms and conditions of this Lease Agreement shall apply during the renewal term. The option shall be exercised by written notice given to Lessor no later than October 30, 2026.

Section 3. Rent. Lessee shall pay \$10,215.00 per month ("Rent"). The monthly rent is payable the 1st of each month. All rental payments must be made by check and payable to Mayflower Properties, LLC (Lessor) and mailed to the following address:

Mayflower Properties, LLC
C/O New Hope Storage
9300 52nd Ave No
New Hope, MN 55428

Payment may also be dropped off at Airlake Storage located at 21470 Grenada Ave, Lakeville MN 55044.

Section 4. Security Deposit and Additional Fees. Upon execution of this lease, in addition to the first month rent payment, Lessee shall pay to Lessor \$350.00 for the following:

- a. an administrative fee of \$350.00

Lessor has in its possession a \$7,500.00 security deposit.

If Lessee defaults with respect to any provision of this Lease, including, without limitation, the provisions relating to the payment of Rent or restoring the Premises upon termination of this Lease, Lessor may use, apply or retain all or any part of this security deposit for the payment of any Rent or other sum in default and any amounts which Lessor may spend or become obligated to spend by reason of Lessee's default to the full extent permitted by law. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Lessee within thirty (30) days of the expiration

of the Term.

Section 5. Late fee. – If rent is not received by the 1st day of the month, there will be a late fee of 10% of Rent, if not received by the 5th day it will be 15% and 10th day will be 20%.

Section 6. Taxes and Utilities. Lessor shall be responsible for all real property taxes associated with the Premises and shall be responsible for the following:

a. Lessor shall furnish for the use of the Lessee the following utilities in good order and condition: electric supply and heating system. Electric supply is defined as routine use of lighting and routine electrical use. I.e. no high voltage use.

b. Lessor does not provide shared commercial waste services. Lessee may order its own waste service. If Lessee orders service, location of dumpster placement will be outside of the building and must be approved by Lessor, of which a \$25.00 per month fee will apply.

Section 7. Repairs and Maintenance.

A. Lessee shall be responsible for all necessary repairs for damages which are caused by the Lessee or its employees or agents. Normal wear and tear, however, is expected and need not be repaired. Lessee shall keep the access drive lane (located within the building) to the Premises swept and kept clear from any debris. Lessee shall keep the Premises in a clean and orderly manner and free from any debris.

B. Lessor is responsible for, at Lessor's cost, for repairs and maintenance to the structure, hanging unit heaters and electrical supply systems. Lessor is also responsible for snow and ice removal to maintain Lessee's access to the building on the Property. Lessor will maintain control and management of the thermostat settings for heat at commercially reasonable temperatures. Lessee shall not adjust the settings.

Section 8. Insurance. Throughout the Lease term the Lessee shall maintain commercial general liability insurance in form and substance reasonably satisfactory to Lessor 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. Lessor shall be named as additional insureds and such insurance shall be primary coverage without the right of contribution from similar insurance maintained by Lessor. Lessee shall also be required to maintain, at its own expense, insurance covering the Lessee's, personal property, supplies and equipment, in an amount equal to the replacement cost thereof and automobile insurance for all automobiles owned by the Lessee. Prior to the Lessee's occupancy, the Lessee shall provide Lessor with certificates of insurance evidencing the required insurance policies to be carried by the Lessee hereunder.

Section 9. Indemnification.

A. Except for the negligence or intentional misconduct of Lessor, Lessor's agents, servants or employees, Lessee shall be responsible for and shall indemnify Lessor and hold Lessor harmless from, any and all liability for any loss, damage or injury to person or property, arising out of the use and occupancy of the Premises.

B. Lessor agrees to hold harmless, defend and indemnify Lessee against any damage, compensation, liability, loss or claim arising out of any personal injury, property loss or damage occurring in or about the Premises during the Term ("Claims"), but only to extent such Claims arise from the willful misconduct or negligent acts or omissions of Lessor, Lessor's agents, servants or employees.

Section 10. Holdover. The failure of Lessee to surrender the premises to Lessor upon the termination of the initial term or extended term and subsequent holding over by Lessee, without Lessor's express written consent, shall result in the creation of a month-to-month tenancy at a monthly rental of 200% if the rental charged for the last month of the initial or extended term prior to such holdover, payable on the first day of each month during the month-to-month tenancy. This provision does not give Lessee any right to hold over. All other terms and conditions of this Lease shall remain in full force during any month-to-month tenancy.

Section 11. Use. The Premises shall be used and occupied only for storage of Lessee's equipment and vehicles and for no other purposes whatsoever.

Section 12. Damage to Lessee's Property. Lessee, as a material part of the consideration to be rendered to Lessor under this Lease, hereby waives all claims against Lessor for damage or loss to any goods, wares, equipment, trade fixtures or merchandise, in upon or about the Premises and for injuries to persons in or about the Premises, caused by theft, burglary, fire, water, gas, electricity or any other cause whatsoever arising at any time. Lessee will defend, indemnify and hold Lessor 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 Premises or the common areas by Lessee, or from the failure of Lessee to keep the Premises in good condition or repair, as herein provided.

Section 13. Alterations. Lessee shall not make any alterations or additions of any nature whatsoever to the Premises without the express written consent of Lessor. All alterations and additions made with the consent of the Lessor, shall be at the sole cost and expense of Lessee and shall immediately become and be the sole property of Lessor and Lessor shall in no way be liable to compensate Lessee for the cost thereof. Lessee shall not permit any mechanic's, materialmen, or other lien to stand against the Premises for work or material furnished to Lessee and shall deposit sufficient security to Lessor for the due payment of such alterations and additions.

Section 14. Eminent Domain. If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

Section 15. Destruction of Premises. In the event of a partial destruction of the Premises during the term hereof, from any cause, so that the Premises becomes unfit for tenants, the Rent shall be abated from the time of such damage and the Lessee shall have the option of terminating this Lease Agreement immediately or allowing Lessor such amount of time as the Lessee deems reasonable to restore the damaged Premises to tenantable condition.

Section 16. Assignment and Subleasing. Lessee shall not sell, assign, sublet or in any way set over any of its right, title and interest in this Lease.

Section 17. Attorney's Fees. In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

Section 18. Waiver. No failure of Lessor or Lessee to enforce any term hereof shall be deemed to be a waiver.

Section 19. Notices. Any notice which either party may or is required to give, shall be given by mailing the

same, postage prepaid, to Lessee at the Premises, or Lessors at the address specified above, or at such other places as may be designated by the parties from time to time.

Section 20. General Description of Stored Property: During winter months: summer maintenance/items not used in the winter. During summer months: winter maintenance/items not used in the summer.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Lessee:
City of Lakeville

By: _____
Luke Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

Lessor:
Mayflower Hamburg Properties, LLC

By: Marinda Galliazzo
Marinda Galliazzo

Its: Corporate Administrator

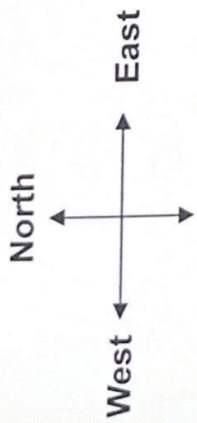
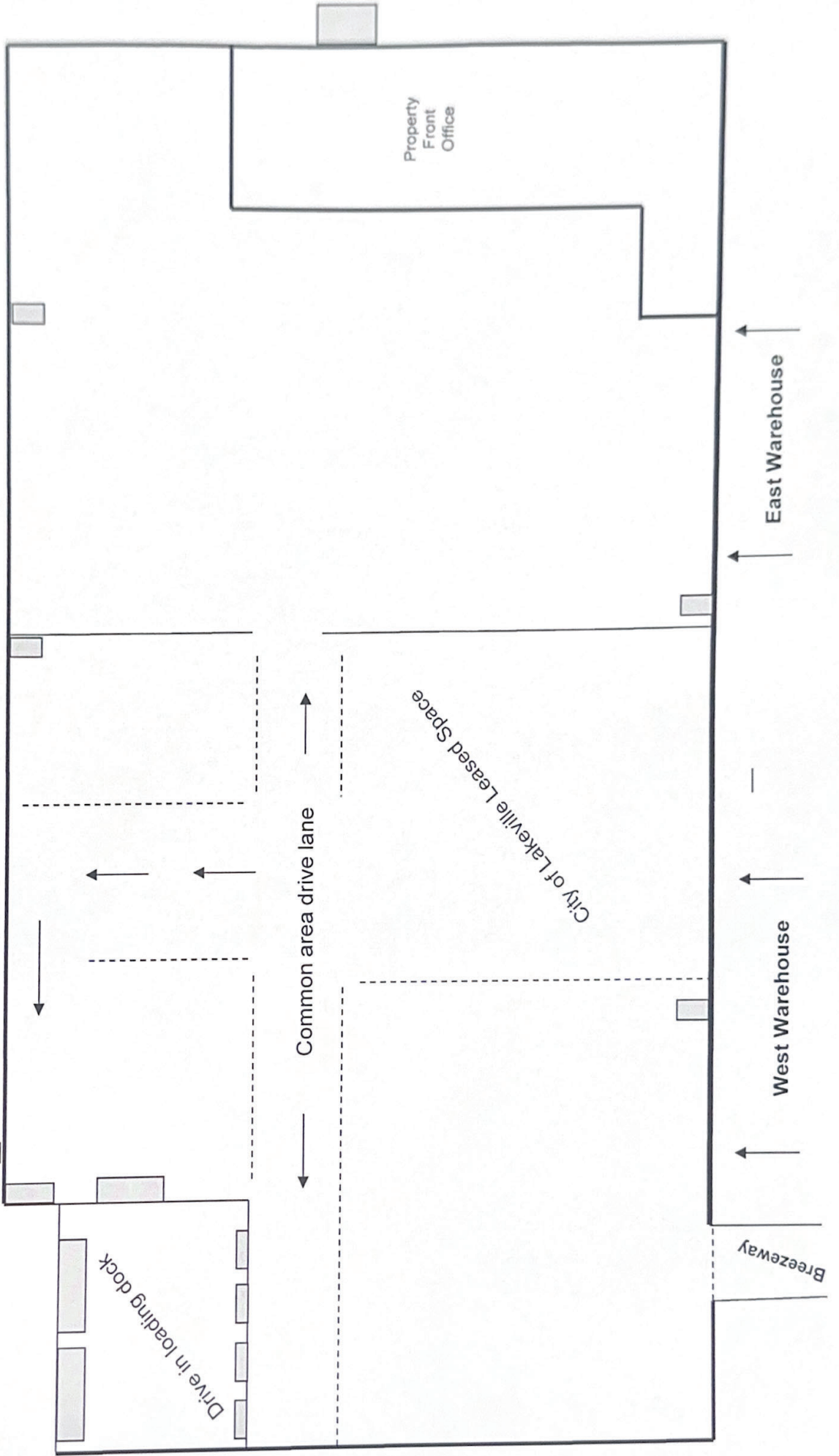


Exhibit A

21725 Hamburg Ave. Lakeville, MN 55044





Date: 10/6/2025

**Authorize Early Decertification of TIF 22 and Return Excess Tax Increment Funds to
Dakota County**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution: 1) Approving TIF #22 for early decertification on or before December 31, 2025; and 2) Approving excess tax increment to be returned to Dakota County for redistribution.

Overview

TIF District #22, Launch Park, was created in April 2017 to facilitate the expansion of private development, to maintain and increase employment, and to increase the tax base. The TIF Plan included a TIF PayGo note of \$1,000,000, which was satisfied after the first half 2025 tax increment payment.

Based upon the Office of the State Auditor Five Year and Six Year rules, the City is not allowed to keep the district open and continue to collect increment after the in-district (pay-go) note is satisfied. Therefore, the City needs to request that TIF #22 be decertified as of December 31, 2025. Additionally, excess increment that is not eligible and/or not planned to be used within the project area needs to be returned to Dakota County as excess increment.

The City will receive a portion of the tax increment captured back (\$141,600) when it is redistributed to the taxing districts, which staff will present potential uses for to the city council at a later date.

Supporting Information

1. Resolution - Request Decertification of TIF #22- Launch

Financial Impact: \$141,600 Budgeted: No Source: Tax Increment revenues Envision Lakeville Community Values: Good Value for Public Service; Diversified Economic Development Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE

RESOLUTION No _____

Early Decertification of TIF #22

WHEREAS, the Tax Increment Financing (TIF) district #22 for the Launch Park project, included a Tax Increment Revenue Note in the maximum principal amount of \$1,000,000, which was repaid in full in July 2025; and

WHEREAS, the Office of the State Auditor requires early decertification of a TIF district once pay-go notes are satisfied in order to make the new value of development more quickly available to the tax base; and

WHEREAS, the City is obligated to return excess tax increment to the County for redistribution to the School District, County and City.

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

1. TIF District #22 is approved for early decertification, on or before December 31, 2025.
2. Excess tax increment to be returned to the County for redistribution.

ADOPTED this 6th day of October 2025 by the City Council of the City of Lakeville.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 10/6/2025

Call Public Hearing Relating to Imposition of Service Charge for Special Services District No.1

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Calling a Public Hearing Relating to the Imposition of a Service Charge for Special Service District No. 1

Overview

On July 6, 1998, the City Council approved Ordinance 631 establishing a Special Service District No. 1. The Special Service District Advisory Board has not submitted a budget for the period of July 1, 2026 to June 30, 2025. It is anticipated that the Board will request a zero special service charge payable in 2026. The Board has not requested a special service charge for the past seven years (2019 through 2025). The purpose of still holding this hearing is to keep the District active in the event the Board would like to request a special service charge in the future. Approval of the motion will result in a public hearing on November 3, 2025.

A notice will be posted in the SunThisweek for the public hearing and mailed/emailed to each business organization subject to a service charge within this district.

For consistency purposes with prior years, the resolution being considered for approval contains language as if a service charge would be considered and approved.

Minnesota Statute 428A.03 requires that a public hearing must be conducted each calendar year with notices mailed to each business organization subject to the service charge. After the public hearing is conducted, and the resolution is adopted, the amounts will be certified to the Dakota County Treasurer/Auditor for collection with taxes payable in 2026.

The Special Service District is subject to Minnesota Statutes 428A and City of Lakeville Ordinance 631.

Supporting Information

1. Ordinance 631
2. Resolution Downtown Special Services District - Calling Public Hearing

Financial Impact: \$TBD **Budgeted:** No **Source:** Special Service Charge Levy
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

**AN ORDINANCE AUTHORIZING CREATION OF
SPECIAL SERVICE DISTRICT NO. 1**

WHEREAS, the City has received a petition to establish a special service district pursuant to Minnesota Statutes, Section 428A.02 (the "Petition") from the owners of certain property located adjacent to Holyoke, Holt, and Howland Avenues from 202nd Street West on the north to 210th Street West on the south. The specific properties included within this land area are identified on Exhibit "A" attached hereto (the "District"); and

WHEREAS, the Lakeville City Council (the "City Council") has determined each of the following:

- (A) The owners of at least twenty-five percent (25%) or more of the land area of property that would be subject to the service charge have signed the Petition;
- (B) The owners of at least twenty-five percent (25%) or more of the net tax capacity of property that would be subject to the service charge have signed the Petition;
- (C) It is appropriate to establish a special service district as requested in the Petition; and

WHEREAS, notice of the public hearing concerning the petition to establish a special service district was published in the *Lakeville Life and Times* on June 6, 1998, and June 20, 1998. Additionally, the City mailed notice of the hearing to the owner of record of each parcel within the area proposed to be included within the special service district. For the purposes of giving such mailed notice, the notice was sent to those shown on the records of the County Auditor. The City Council has determined that said notices were published and sent in accordance with the requirements of Minnesota Statutes, Section 428A.02. The public hearing was held on July 6, 1998, before the Lakeville City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEVILLE DOES ORDAIN:

SECTION 1. Establishment of District. The City hereby establishes a special service district consisting of the properties identified on Exhibit "A" attached hereto (the "District").

SECTION 2. Services to be Performed.

2.01 **Provision of Services.** The City may provide or contract for public services in the District; except, however, that the special services provided shall not include a service that is ordinarily provided throughout the City from the general fund revenue of the City unless an increased level of service is provided in the District.

2.02 Description of Services. The City may provide or contract for the following services:

- (a) Securing and supporting a staff person(s) to coordinate, plan and implement activities, projects and services related to the district.
- (b) Marketing efforts for promotion of the district and businesses within the district, including special events, brochures, advertising and other promotional activities.
- (c) Contract design work including recommendations and/or architectural concept drawings for exterior building improvements, awnings, windows, and other streetscape improvements.
- (d) Fundraising efforts, events or activities.
- (e) Business seminars, conferences or workshops for district property and business owners.
- (f) Consulting services for the study of parking issues, long-range strategic planning, and/or consumer market analysis.
- (g) Design, develop and produce publications such as a regular district newsletter, membership directories, brochures and other printed materials.
- (h) Administrative costs associated with maintenance of the district and staff person including, but not limited to, office facilities, supplies and equipment; insurance, accounting and legal fees; and other office expenses.
- (i) Snow and ice removal and sanding of public areas.
- (j) Cleaning and scrubbing of sidewalks; cleaning of curbs, gutters, alleys, and streets.
- (k) Provision, installation, maintenance, removal, and replacement of banners and other decorative items for promotion of the District.
- (l) Provision and coordination of security personnel to supplement regular City personnel.
- (m) Provision, maintenance, repair, cleaning, and removal of area directories, kiosks, benches, bus shelters, newspaper stands, trash receptacles, information booths, bicycle racks and bicycle storage containers, sculptures, murals, and other public area art pieces.
- (n) Provision, installation, maintenance, and removal of lighting on area trees.
- (o) Electrical service for pedestrian and tree lighting.
- (p) Provision of comprehensive liability insurance for public space improvements.
- (q) Trash removal and recycling costs.
- (r) Provision, installation, maintenance, replacement, and removal of special signage such as vehicle and bicycle parking, special events, and other special signage.
- (s) Provision, watering, fertilizing, maintenance, and replacement of trees, shrubbery, and annual flowers and perennials.
- (t) Provision and maintenance of a reserve fund or capital reserve fund.
- (u) Installation, maintenance, and removal of capital improvements.

SECTION 3. **Service Charge.**

3.01 Petition Requirements. Before taking any action to impose a service charge to pay the cost of services described in Section 2 based upon net tax capacity, owners of twenty-five percent (25%) or more of the land area subject to proposed service charge and owners of twenty-five percent (25%) or more of the net tax capacity subject to the proposed service charge must file a petition requesting a public hearing on the proposed action with the City Clerk. Before taking any action to impose any other type of service charge to pay the cost of services described in Section 2, owners of twenty-five percent (25%) or more of the individuals or business organizations subject to the proposed service charge must file a petition requesting a public hearing on the proposed action with the City Clerk. If the boundaries of a proposed district are changed or the land area or net tax capacity subject to a service charge or the individuals or business organizations subject to a service charge are changed after the public hearing, a petition meeting the requirements of this section must be filed with the City Clerk before the ordinance establishing the district or resolution imposing the service charge may become effective.

3.02 Relationship to Service. The City may impose service charges against properties located within the District pursuant to Minnesota Statutes. The City may impose service charges that are reasonably related to the special services provided. Charges for services shall be as nearly as possible proportionate to the cost of furnishing the service, and may be fixed on the basis of the service directly rendered, or by reference to a reasonable classification of the types of premises to which service is furnished, or on any other equitable terms. Taxes and service charges may be levied pursuant to this ordinance to finance special services ordinarily provided by the City only if the services are provided in the District at an increased level and, then, only in an amount sufficient to pay for the increase.

3.03 Limitation of Service Charges. Only property classified under Minnesota Statutes, Section 273.13 as commercial, industrial, or public utility purposes and located within the District may be subject to the service charges imposed by the City. Property exempt from taxation by Minnesota Statutes, Section 272.02 is exempt from any service charges based on net tax capacity.

SECTION 4. **Imposition of Service Charge.**

4.01 Public Hearing. Before imposing a service charge in the District, for each calendar year, the City shall hold a public hearing. At the hearing, a person affected by the District or the proposed service charge may testify on any issues relevant to the proposed service charge. The hearing may be adjourned from time to time.

4.02 Notice of Hearing. The City shall give prior notice of the public hearing to impose service charges required by Section 4.01. Notice of the public hearing must be mailed to any property owner subject to the proposed service charge. Notice of the public hearing shall be given in two (2) separate publications of the City's official newspaper two weeks apart and the public hearing shall not be held less than three (3) days after the later publication. Not less than ten (10) days prior to the hearing, notice shall be mailed to the owner of record of each parcel of real estate within the District. For the purpose of giving such mailed notice, owners shall be those shown on the records of the County Auditor. For properties which are tax exempt or subject to taxation on a gross earnings basis in lieu of property tax and are not listed on the records of the County Auditor, the owners shall be ascertained by any practical means, and mailed notice given them.

4.03 Content of Notice. The notice shall include:

- (a) a statement that all interested persons will be given an opportunity to be heard at the hearing regarding the proposed service charge;
- (b) the estimated cost of improvements to be paid for in whole or in part by service charges imposed, the estimated cost of operating and maintaining the improvements during the first year and upon completion of the improvements, the proposed method and source of financing the improvements, and the annual cost of operating and maintaining the improvements;
- (c) the proposed rate or amount of the proposed service charge to be imposed in the District during the calendar year and the nature and character of the special services rendered in the District during the calendar year in which the service charge is to be collected;
- (d) a statement that the petition requirements of Minnesota Statutes have either been met or do not apply to the proposed service charge; and
- (e) if the City is adopting a resolution imposing a service charge for more than one year, the information required by Section 4.05 below.

4.04 Adoption of Resolution. Within six (6) months of the public hearing, the City may adopt a resolution imposing a service charge within the District not exceeding the amount or rate expressed in the notice issued under this Section.

4.05 Multi-year Service Charge. The City may adopt a resolution imposing a service charge for more than one year. The City must give notice of such a resolution by including with the notice of public hearing required by Section 4.02, and including with the notice mailed with the adopted resolution the following information:

- (a) In the case of improvements constructed within the District, the maximum service charge to be imposed in any year and the maximum number of years service charges will be imposed to pay for the improvements; and
- (b) In the case of operating and maintaining services, the maximum service charges to be imposed in any year and the maximum number of years the service charges will be imposed to pay for operation and maintenance services, or a statement that the service charges will be imposed for an indefinite number of years.

The resolution imposing a service charge for more than one year may provide that the maximum service charge to be imposed in a year will increase or decrease from the maximum amount authorized in the preceding year based on an indicator of increased cost or a percentage amount established by the resolution. Each calendar year, a public hearing must be held regarding the imposed service charge. Notice of the hearing must be given and must be mailed to any individual or business organization subject to the service charge. The notice must be sent in the manner specified in Section 4.02. The notice shall include the information specified in Section 4.03(a) through (d). The purpose of the hearing shall be to allow persons or companies affected by the service charge to testify on any issue related to the service charge.

SECTION 5. **Imposition of Service Charges.** Except as otherwise provided herein, the service charges imposed shall be imposed against parcels of real estate within the District in the manner and subject to the procedures provided in Minnesota Statutes. The service charges shall be imposed annually. Service charges may be collected in advance of, contemporaneously with, or subsequent to the rendering of services to which the service charges relate.

SECTION 6. **Collection of Service Charges.**

6.01 **Imposition and Collection.** The City may impose service charges on the basis of the net tax capacity of the property on which the service charge is imposed, but must be spread only upon the net tax capacity of the taxable property located in the District. All service charges may be payable and collected at the same time and in the same manner as provided for payment and collection of ad valorem taxes. For purposes of determining the appropriate tax rate, taxable property or net tax capacity shall be determined without regard to captured or original net tax capacity under Minnesota Statutes, Section 469.177 or to the distribution or contribution value under Minnesota Statutes, Section 473F.08.

6.02 **Penalty and Interest.** When service charges are made payable in the same manner as provided for payment and collection of ad valorem taxes, service charges not paid on or before the applicable due date shall be subject to the same penalty and interest as in the case of ad valorem tax amounts not paid by the respective date.

6.03 **Due Date.** The due date for a service charge payable in the same manner as ad valorem taxes is the due date given in law for the real or personal property tax for the property on which the service charge is imposed. Service charges imposed on net tax capacity which are to become payable in the following year must be certified to the County Auditor by the date provided in Minnesota Statutes, Section 429.061, Subd. 3 for annual certification of special assessment installments.

SECTION 7. **Revenue Surplus.** To the extent that the total of service charges collected exceed the cost of services rendered within the District, at the election of the City, either: (i) such excess amount shall be held as a reserve to pay the cost of future services provided under this ordinance; or (ii) the next ensuing year's levy of taxes and services charges shall be decreased by a corresponding amount.

SECTION 8. **Advisory Board.**

8.01 **Composition and Appointment.** An advisory board to be known as the Special Service District Advisory Board consisting of a number of members determined by the City Council, at its discretion, who are residents of the District or owners (or their representatives) of property within the District, may be created by the City Council by Resolution. At the time of adopting a resolution, the City Council may approve a set of By-laws which will govern the advisory board's activities. The City Council at its discretion may pass a resolution terminating or suspending the advisory board.

8.02 **Role of Board.** The advisory board shall advise the City Council in connection with the construction, maintenance, and operation of improvements and the furnishing of special services in the District. It shall make recommendations to the City Council on requests and complaints of owners, occupants, and users of property within the District and members of the public. Before the adoption of any proposal by the City Council to provide services or impose taxes of service charges within the District, the advisory board of the District shall have an opportunity to review and comment upon the proposal.

8.03 Removal and Termination. The City Council reserves for itself the right, at its sole discretion, to remove members of the advisory board, with or without cause, or to disband and terminate the advisory board before the expiration of the District.

SECTION 9. Veto Powers.

9.01 Notice of Veto Right. Within five (5) days after adoption of the ordinance establishing the District or a resolution imposing a service charge, the City shall mail a summary of the ordinance or resolution to the owner of each parcel included within the District and any individual or business organization subject to the service charge. For the purpose of giving such mailed notice, owners shall be those shown on the records of the County Auditor. For properties which are tax exempt or subject to taxation on a gross earnings basis in lieu of property tax and are not listed on the records of the County Auditor, the owners shall be ascertained by any practical means, and mailed notice given them.

9.02 Content of Notice. The notice must state that the owner, business, or person subject to the service charge has the right to veto the ordinance or resolution by filing the required number of objections with the City Clerk before the effective date of the ordinance or resolution. The notice must also state that a copy of the ordinance or resolution is on file with the City Clerk.

9.03 Requirements for Veto.

- (a) Veto of Ordinance. If the owners of thirty-five percent (35%) or more of the land area in the District subject to a service charge based upon net tax capacity or owners of thirty-five percent (35%) or more of the net tax capacity in the District subject to a service charge based on net tax capacity file an objection to this ordinance with the City Clerk before the effective date of the ordinance, the ordinance does not become effective.
- (b) Veto of Resolution - Net Tax Capacity. If the owners of thirty-five percent (35%) or more of the land area in the District subject to a service charge based upon net tax capacity or owners of thirty-five percent (35%) or more of the net tax capacity in the District subject to a service charge based on net tax capacity file an objection to the resolution imposing a service charge based upon net tax capacity with the City Clerk before the effective date of the resolution, the resolution does not become effective.
- (c) Veto of Resolution - Other Basis. If thirty-five percent (35%) or more of the individuals and business organizations subject to a service charge file an objection to the resolution imposing a service charge on a basis other than net tax capacity with the City Clerk before the effective date of the resolution, the resolution does not become effective.

9.04 Effect of Veto. In the event of a veto, no district shall be established during the current calendar year and until a petition meeting the requirements set forth in this Section for a veto has been filed.

9.05 Exclusion. The veto powers of this Section do not apply to second or subsequent years' applications of a service charge that is authorized to be in effect for more than one year under a resolution meeting the petition requirements of Section 3.01 and which has not been vetoed under this Section 9 for the first years' application.

SECTION 10. Enlargement of District. Boundaries of the District may be enlarged only after hearing and notices as provided in Minnesota Statutes.- Notice must be served in the original District and in the area proposed to be added to the District. Property added to the District is subject to all service charges imposed within the District after the property becomes a part of the District if it is property that is the type subject to the services charges in the District. Petition requirements of Minnesota Statutes, Section 428A.08 and the veto power of Minnesota Statutes, Section 428A.09 shall only apply to owners, individuals, and business organizations in the area proposed to be added to the District.

SECTION 11. Definitions and Construction. The terms used herein shall be defined as provided in Minnesota Statutes, Chapter 428A and this ordinance shall be construed consistently therewith.

SECTION 12. Effective Date. This ordinance shall be effective on the forty-fifth (45th) day following adoption, which effective date shall be August 20, 1998.

ADOPTED BY THE CITY COUNCIL OF LAKEVILLE July 6, 1998.

CITY OF LAKEVILLE

By: Deane Zauer
Mayor

ATTEST:

Marlene Rudge
City Clerk

EXHIBIT A

Map of Proposed Special Service District No. 1



CITY OF LAKEVILLE

RESOLUTION NO. _____

**Resolution Calling a Public Hearing Relating to the Imposition of a Service Charge
for Special Service District No. 1**

WHEREAS, the Downtown Lakeville Business Association will be adopting a proposed budget and requesting the imposition of a service charge to be collected with taxes payable in 2026; and

WHEREAS, Minnesota State Statutes require that a public hearing be conducted each calendar year with notices mailed to each business organization subject to the service charge.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Lakeville, Minnesota, that a public hearing will be conducted at 6:00 pm on Monday, November 3, 2025 relating to the proposed budget for the Special Service District No. 1 and imposing a service charge thereon.

ADOPTED by the Lakeville City Council this 6th day of October 2025.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 10/6/2025

Resolution Approving the Selection of the Brazos Citation Software Solution

Proposed Action

Staff recommends adoption of the following motion: To approve the selection of the Brazos Citation Software Solution in cooperation with the Local Government Information System (LOGIS) Association

Overview

The Lakeville Police Department partners with LOGIS for many technological needs to carry out various public safety functions and services. One such need is a citation software product. The current product that the police department utilizes, through LOGIS, is APS Ticketwriter. We were informed that this product will no longer be meeting the needs of the LOGIS partner agencies and a new product was identified. The timeline for implementation of the new product, Brazos Citation System, is set for mid-2026. Earlier this year, we were notified that there would be a cost increase for the move to this new product. We had previously budgeted \$5,508 for the APS Ticketwriter product as part of our LOGIS package and were informed the 2026 cost for the Brazos system was estimated at \$13,886. Based upon that information, we did previously make an \$8,000 budget adjustment in our preliminary request submitted to finance to include for fiscal year 2026. The LOGIS governing body is requesting a Council resolution from each agency involved indicating their approval to move forward with the new product.

Supporting Information

1. Brazos Resolution
2. Letter of Understanding_Brazos 10.1.25

Financial Impact: \$13,886 Budgeted: Yes Source: Patrol Software Subscriptions Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Brad Paulson, Chief of Police
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**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION APPROVING THE SELECTION OF THE BRAZOS
CITATION SOFTWARE SOLUTION IN COOPERATION WITH THE
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS) ASSOCIATION**

WHEREAS, the City of Lakeville has identified specific technology needs necessary to carry out various public safety functions and services; and

WHEREAS, it has determined that it can best meet those needs by partnering with LOGIS to secure the Brazos citation software solution and support services; and

WHEREAS, it has received a formal price quote for the annual costs associated with this initiative as outlined in the attached Letter of Understanding.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Lakeville that this commitment to the Brazos citation software solution is hereby approved and Lakeville Police Chief Bradley Paulson is designated as the Member Representative authorized to execute the Letter of Understanding.

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

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Brazos Citation Software Solution

Letter of Understanding

September 19, 2025

Dear LOGIS Member,

This Letter of Understanding is intended to memorialize the members' decision to authorize LOGIS to enter into a contract with Brazos, a Tyler Technologies company, to acquire access to a new electronic citation software solution on behalf of its members.

In prior communications, members were informed that the Brazos solution is being provided to the membership through an annual site-license subscription between Brazos and LOGIS. With the cost of this subscription being proportionally allocated to the members as part of the annual budget process.

The site license must be procured prior to beginning the process to migrate members from the legacy system to Brazos. As such, if a member chooses to terminate their participation in the Brazos service offering, they remain responsible for their share of the software licensing that has been secured by LOGIS on their behalf. The following table depicts each member's share of the 2026 site license as presented at the September 16, 2025, Police Executive Steering Committee meeting:

Apple Valley	\$8,776
Brooklyn Center	\$5,970
Bloomington	\$22,321
Blooming Prairie	\$2,985
Crystal	\$4,267
Dundas	\$2,303
Eagan	\$17,292
Faribault	\$8,776
Golden Valley	\$5,970
Lakeville	\$13,886
Lonsdale	\$2,985
Metro Transit	\$23,764
Maple Grove	\$18,915
Minnetonka	\$7,673
Northfield	\$6,050
Orono	\$3,585
Owatonna	\$7,413
RSCO	\$12,864
Robbinsdale	\$4,267
SCSO	\$7,754

Please note that members should expect annual inflationary-type increases in subsequent calendar years. This Letter of Understanding has been reviewed and approved as indicated below.

Chief Brad Paulson
Lakeville Police Department

Date: _____

Christopher K. Miller
LOGIS Executive Director

Date: _____



Date: 10/6/2025

Kenyon Green Encroachment Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve an encroachment agreement for a retaining wall.

Overview

The City Council approved the final plat for Kenyon Green on September 15, 2025.

The City owns easements for drainage and utility purposes over portions of the Property. The Owner desires to construct a retaining wall which encroaches on the City's easement area.

The encroachment agreement is required so the City shall have no responsibility to maintain or repair the retaining wall located within the drainage and utility easement area and is not liable for any damage caused to the retaining wall because of it being constructed in the City's easement.

Supporting Information

1. Kenyon Green Encroachment Agreement
2. Kenyon Green Final Plat

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Heather Botten, Senior Planner

(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this ____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **R.E.C., INC.**, a Minnesota corporation (“Owner”).

1. BACKGROUND. Owner is the fee owner of certain real property located in the City of Lakeville, County of Dakota, State of Minnesota, legally described as follows:

Lot 1 and Lot 2, Block 1, KENYON GREEN, according to the recorded plat thereof,
Dakota County, Minnesota.

(“Subject Property”).

The City owns easements for drainage and utility purposes over portions of the Subject Property (“Easement Areas”). The Owner desires to construct a retaining wall on the Subject Property which encroaches on the City’s Easement Areas as depicted on Exhibit “A”.

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment in the City’s Easement Areas on the Subject Property for the retaining wall subject to the conditions set forth in this Agreement. Further conditions of encroachment approval are:

- The City shall have no responsibility to maintain or repair the retaining wall located within the City's Easement Areas.
- The retaining wall located on the Subject Property must not impact or increase water drainage on the abutting properties or cause any adverse drainage patterns or erosion to the abutting properties.
- The Owner shall construct the retaining wall consistent with all applicable federal, state and local laws and regulations.
- The Owner, its successors and assigns, are fully responsible and liable for any and all damage caused to the retaining wall because of it being constructed in the City's Easement Areas.
- The Owner of the Subject Property, its successors and assigns, will own and maintain the retaining wall.

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the City's Easement Areas, the Owner, for itself, its successors and assigns, hereby agrees to indemnify and hold the City harmless from any damage caused to the Subject Property or retaining wall encroaching into the City's Easement Areas as depicted on Exhibit "A", including the retaining wall in the City's Easement Areas, caused in whole or in part by the encroachment into the City's Easement Areas.

4. TERMINATION OF AGREEMENT. The City may terminate this Agreement at any time if it is reasonably necessary for the City to occupy the City's Easement Areas for drainage or utility purposes and the retaining wall is inconsistent with the City's use of the easement. Prior to termination, the City will give the then owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and this Agreement may then be terminated immediately. The property owner shall remove that portion of the retaining wall to the extent it impacts the City's Easement Areas to the effective date of the termination of this Agreement. If the owner fails to do so, the City may remove the retaining wall to the extent it impacts the City's Easement Areas and charge the cost of removal back to the owner for reimbursement.

5. RECORDING. This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

CITY OF LAKEVILLE

(SEAL) By: _____
Luke M. Hellier, Mayor

And _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

PROPERTY OWNER:
R.E.C., INC.

By: J. Michael Waldo
J. Michael Waldo
Its: Chief Executive Officer

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 30th day of September, 2025, by J. Michael Waldo, the Chief Executive Officer of **R.E.C., INC.**, a Minnesota corporation, on behalf of said entity.

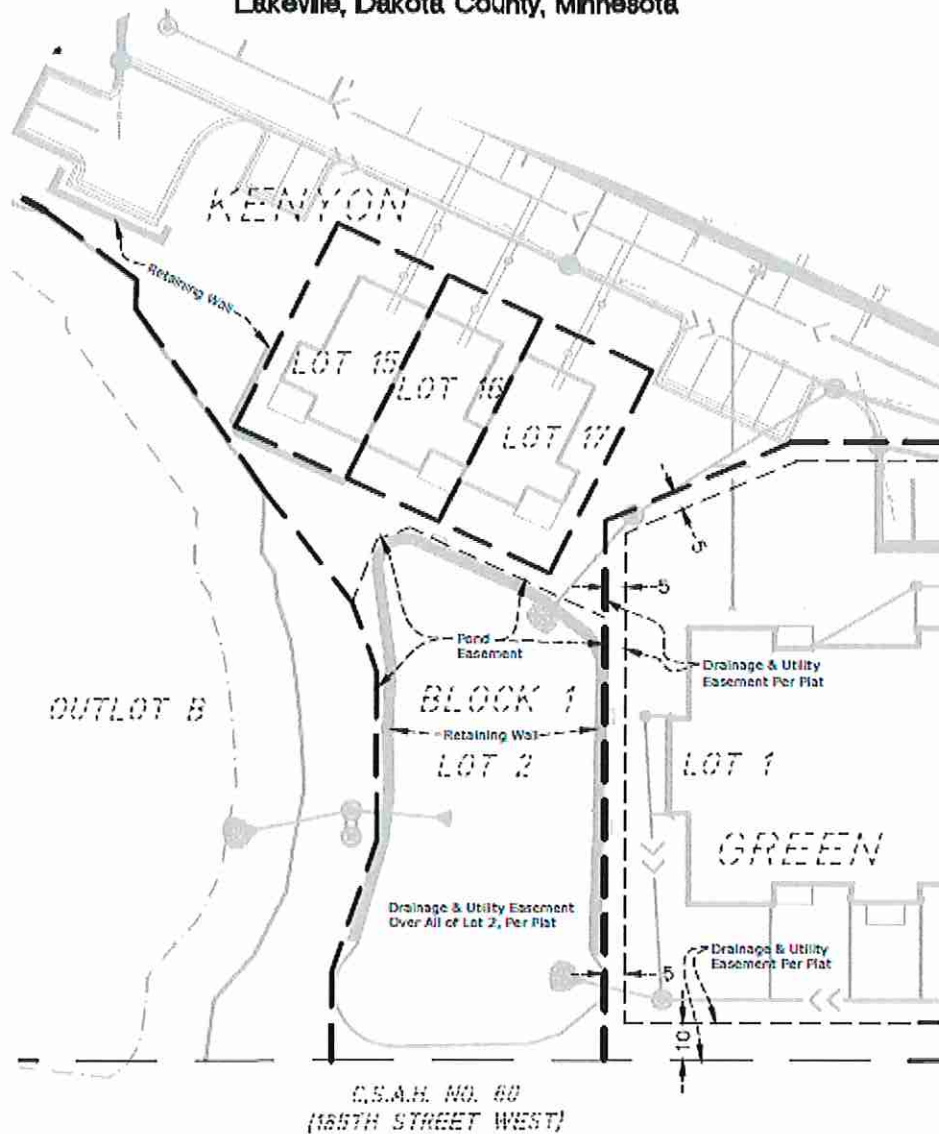


Sarah Dulong
Notary Public
My commission expires

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

EXHIBIT "A"

WALL ENCROACHMENT EXHIBIT
KENYON GREEN
Lakeville, Dakota County, Minnesota



MINNESOTA CERTIFICATION

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

Dated this 29th day of September, 2025

Rory L. Synstaelen

Minnesota License No. 44566



0 40 80

SCALE IN FEET

CivilSite
GROUP

5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com

Drawn By: CJ
Project No. 23406

SHEET 1 OF 1

KENYON GREEN

KNOW ALL PERSONS BY THESE PRESENTS: That R.E.C., Inc., a Minnesota corporation, fee owner of the following described property:

A tract of land in the Northwest Quarter of Section 13, Township 114 North, Range 21 West, Dakota County, Minnesota, described as follows:

Beginning at a point in the south line of said Northwest Quarter, 213.63 feet east of the southwest corner thereof; the south line of said Northwest Quarter has an assumed bearing of North 89 degrees 54 minutes 54 seconds East; thence North 0 degrees 5 minutes 6 seconds West, 553.40 feet to the center line of a town road; thence along said centerline South 64 degrees 52 minutes 6 seconds East, 521.20 feet, thence continue on said centerline North 58 degrees 59 minutes 54 seconds East, 357.25 feet, to a point on the westerly right of way line of Trunk Highway 35W service road; thence southerly along said right of way South 22 degrees 54 minutes 54 seconds West, 425.28 feet; thence continue along said right of way on a curve concave to the east having a central angle of 21 degrees 37 minutes 43 seconds and a radius of 336.49 feet a distance of 127.02 feet to a point on the south line of said Northwest Quarter; thence South 89 degrees 54 minutes 54 seconds West, along said south line, 585.19 feet to the point of beginning.

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

In witness whereof said R.E.C., Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer

this ____ day of _____, 20 ____.

R.E.C., Inc.

By: _____

J. Michael Waldo, Chief Executive Officer

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____, by J. Michael Waldo, the Chief Executive Officer of R.E.C., Inc., a Minnesota corporation, on behalf of the corporation.

My Commission Expires: _____

Notary Public, Signature _____ Notary Public, Printed Name _____

Notary Public _____ County, _____

SURVEYORS CERTIFICATE

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

Dated this ____ day of _____, 20 ____.

Rory L. Synstallen, Land Surveyor

Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this ____ day of _____, 20____, by Rory L. Synstallen, a Licensed Land Surveyor.

My Commission Expires: January 31, 20____

Notary Public, Signature _____ Notary Public, Printed Name _____

Notary Public _____ County, Minnesota

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

This plat was approved by the City Council of Lakeville, Minnesota at a regular meeting thereof held this ____ day of _____, 20____, and hereby certifies compliance with all the requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor By: _____, City Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

this ____ day of _____, 20 ____.

By _____

Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 21st day of May, 2024, the Board of Commissioners of Dakota County, Minnesota, approved this plat of KENYON GREEN and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By _____ Dakota County Board Chair

By _____ Dakota County Treasurer-Auditor

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

Pursuant to Minnesota Statutes, Section 505.021, Subdivision 9, taxes payable in the year _____ on real estate hereinbefore described, have been paid.

Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered on

this ____ day of _____, 20 ____.

By _____

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

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of KENYON GREEN was filed in the office of the County Recorder for public record on

this ____ day of _____, 20____, at ____ o'clock ____ M. and

was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

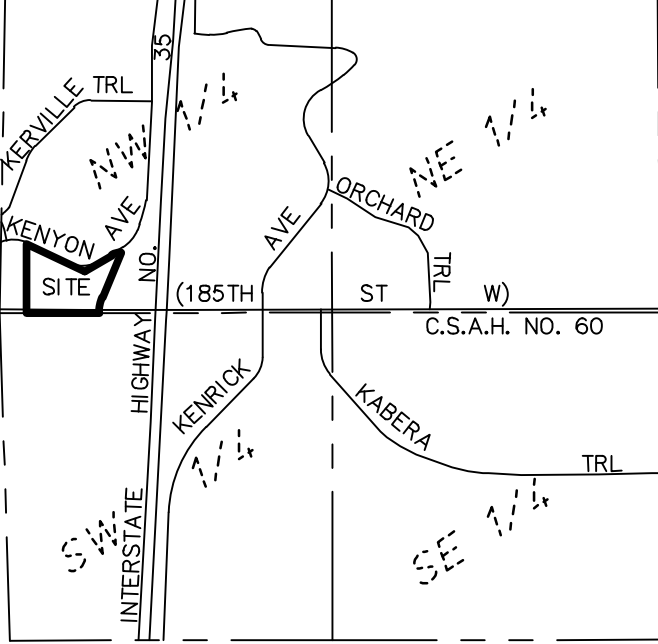
By _____

Amy A. Koethe, County Recorder

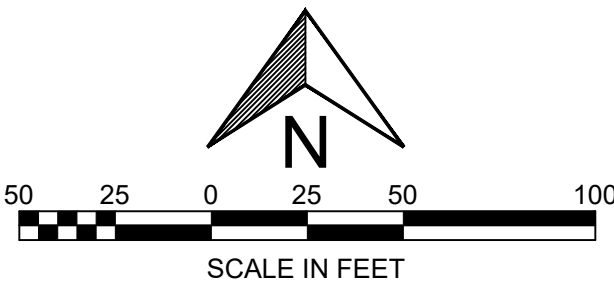
VICINITY MAP

SEC. 13 - T144 - R21

DAKOTA COUNTY, MINNESOTA



NOT TO SCALE



Bearings are based on the south line of the Northwest Quarter of Sec. 13, Twp. 114, Rng. 21 having an assumed bearing of S 89°54'54\" W.

- Denotes a Found Iron Monument (Type as shown on plat)
- Denotes a 1/2 inch by 14 inch Rebar Marked "RLS 44565"
- ⊙ Denotes a Dakota County Monument.

(Desc.) Denotes a bearing and/or distance per description

(Meas.) Denotes a measured bearing and/or distance

—△— Denotes restricted access to Dakota County per the Dakota County Contiguous Plat Ordinance



Date: 10/6/2025

Rescue Truck Purchase

Proposed Action

Staff recommends adoption of the following motion: Move to approve the purchase of a rescue truck.

Overview

The Fire Department continually evaluates its fleet to ensure that apparatus meet the operational and service delivery needs of our growing community. Traditionally, fire engines are staffed and respond to a wide variety of fire and rescue calls. However, a review of call data shows that a significant percentage of the department's responses are medical in nature, often requiring fewer personnel and less apparatus capacity than a full engine. To better align with current and future service demands, staff is recommending the purchase of a rescue truck in lieu of a replacement fire engine that was scheduled for replacement in 2025.

Supporting Information

1. Lakeville Fire K3500 Crew SB (1)
2. 1d2cc09b-7f5a-45bd-b356-90f542109ade (1)
3. New Rescue Truck Memo

Financial Impact: \$134,506 **Budgeted:** Yes **Source:** 4100.4112.6540.00

Envision Lakeville Community Values: Good Value for Public Service, Safety Throughout the Community

Report Completed by: Michael Meyer, Fire Chief



NORTH COUNTY GM

BOB OHARA` | 218-349-8955 | rwohara01@aol.com

CITY OF LAKEVILLE

Prepared For: BOB MACH

FIRE DEPT

Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE





NORTH COUNTY GM

BOB OHARA` | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (✔ Complete)

Quote Worksheet

		MSRP
Base Price		\$58,300.00
Dest Charge		\$2,195.00
Total Options		\$6,015.00
Subtotal		\$66,510.00
BID ASSIST		(\$3,500.00)
Subtotal Pre-Tax Adjustments		(\$3,500.00)
Less Customer Discount		(\$5,402.00)
Subtotal Discount		(\$5,402.00)
Trade-In		\$0.00
Subtotal Trade-In		\$0.00
Taxable Price		\$57,608.00
Sales Tax		\$0.00
TRANSIT TAX		\$20.00
Subtotal Taxes		\$20.00
		\$0.00
Subtotal Post-Tax Adjustments		\$0.00
Total Sales Price		\$57,628.00

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
TK30743	2025 GMC Sierra 3500HD 4WD Crew Cab 159" SLE	\$58,300.00
COLORS		
CODE	DESCRIPTION	
G7C	Cardinal Red (Available at extra charge.)	

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NORTH COUNTY GM

BOB OHARA` | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

EMISSIONS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00
ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00
TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MKM	Transmission, Allison 10-Speed automatic (STD)	0.00 lbs	0.00 lbs	\$0.00
GVWR				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JGN	GVWR, 11,550 lbs. (5239 kg) with single rear wheels (STD) (Included and only available with TK30743 model and (L8T) 6.6L V8 gas engine. Requires single rear wheels.)	0.00 lbs	0.00 lbs	Inc.
AXLE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	\$0.00
PREFERRED EQUIPMENT GROUP				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
3SA	SLE Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

WHEELS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PXD	Wheels, 18" (45.7 cm) machined aluminum wheel with Dark Grey metallic accents (STD) (Requires single rear wheels. Included with (RFX) X31 Off-Road and Protection Package.)	0.00 lbs	0.00 lbs	\$0.00
TIRES				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QF6	Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels. Included with (RFX) X31 Off-Road and Protection Package.)	0.00 lbs	0.00 lbs	\$0.00
PAINT				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
G7C	Cardinal Red (Available at extra charge.)	0.00 lbs	0.00 lbs	\$495.00
SEAT TYPE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs	\$0.00
SEAT TRIM				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H0U	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs	\$0.00
RADIO				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOK	Audio System, 13.4" diagonal Premium GMC Infotainment System with Google built in apps such as navigation and voice assistance, includes color touch-screen, multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones. (STD)	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
B59	Remote Start Package includes (BTV) Remote Start, (UTJ) content theft alarm and (C49) rear-window defogger (Included in (PDU) SLE Value Package.)	0.00 lbs	0.00 lbs	\$525.00
PCQ	SLE Convenience Package includes (CJ2) dual climate control, (A2X) 10-way power driver seat including power lumbar, (N37) manual tilt/telescoping steering column and (T3U) LED fog lights; Single rear wheel models also include (U01) Roof Marker Lamps (Included with (PDU) SLE Value Package. Requires (B59) Remote Start Package. Note (U01) Roof Marker Lamps are not available with (YF5) California state emissions requirements on single rear wheels.)	0.00 lbs	0.00 lbs	\$915.00
PED	Sierra HD Pro Safety Plus Package includes (UKV) Trailer Side Blind Zone Alert, (UFG) Rear Cross Traffic Alert, (UVN) Bed View Camera, (UV2) HD Surround Vision, (UD5) Front and rear park assist and (TRG) Trailer Camera Provisions (Includes (UET) In-Vehicle Trailering App. Requires (C49) rear-window defogger. Requires (DWI) trailer mirrors. Not available with (ZW9) Pickup bed delete.)	0.00 lbs	0.00 lbs	\$1,335.00
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailering wiring provisions (Requires 4WD model and includes (KW5) 220-amp alternator and is upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring/Camper Package.)	0.00 lbs	0.00 lbs	\$300.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	Inc.
NQH	Transfer case, two-speed active electronic Autotrac with push button control (Requires 4WD models.)	0.00 lbs	0.00 lbs	\$200.00
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (X31) X31 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

ADDITIONAL EQUIPMENT - EXTERIOR				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
B1J	Wheelhouse liners, rear (Not available with (ZW9) pickup bed delete. Not available with dual rear wheel models.)	0.00 lbs	0.00 lbs	\$140.00
CGN	Bed Liner, Spray-on Pickup bedliner with GMC logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (RFX) X31 Off-Road and Protection Package, (Z6A) Gooseneck / 5th Wheel Prep Package or (PDU) SLE Value Package. Not available with (ZW9) pickup bed delete. Available with Ship Thru code (SQE) or (TCH), not available with any other Ship Thru code.)	0.00 lbs	0.00 lbs	\$545.00
DWI	Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, (U12) perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]), Black (Requires (PCQ) SLE Convenience Package. Includes Perimeter Lighting and (DD8) auto-dimming rearview mirror.)	0.00 lbs	0.00 lbs	\$515.00
T3U	Fog lamps, LED (Included and only available with (PCQ) SLE Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
U01	Lamps, Smoked Amber roof marker, (LED) (Standard with dual rear wheels. Not available with (YF5) California state emissions requirements on single rear wheels. Included and only available with (PCQ) SLE Convenience Package.)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	0.00 lbs	0.00 lbs	\$150.00
A2X	Seat adjuster, driver 10-way power including lumbar (Included and only available with (PCQ) SLE Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
BTV	Remote vehicle starter system (Included and only available with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.
C49	Defogger, rear-window electric (Included with (B59) Remote Start Package or (PDU) SLE Value Package.)	0.00 lbs	0.00 lbs	Inc.
CJ2	Air conditioning, dual-zone automatic climate control (Included and only available with (PCQ) SLE Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors.)	0.00 lbs	0.00 lbs	Inc.
N37	Steering column, manual Tilt-Wheel and telescoping (Included and only available with (PCQ) SLE Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
UET	In-Vehicle Trailing App System, includes checklist, trailer maintenance reminders, trailer security alerts, trailer mileage, tow/haul reminder, trailer electrical diagnostics and Trailer Tire Pressure Monitor System module (Included and only available with (PED) Sierra HD Pro Safety Plus Package or (PDQ) Preferred Package. Includes trailer tire pressure monitoring alert when (PTT) trailer tire pressure monitor sensors are installed.)	0.00 lbs	0.00 lbs	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TRG	Trailer Camera Provisions and trailer viewing software (Included and only available with (PED) Sierra HD Pro Safety Plus Package. Not available on Regular Cab models.)	0.00 lbs	0.00 lbs	Inc.
UD5	Front and Rear Park Assist, ultrasonic (Included and only available with (PED) Sierra HD Pro Safety Plus Package. Not available with (ZW9) Pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.
UFG	Rear Cross Traffic Alert (Included and only available with (PED) Sierra HD Pro Safety Plus Package.)	0.00 lbs	0.00 lbs	Inc.
UKV	Trailer Side Blind Zone Alert (Included and only available with (PED) Sierra HD Pro Safety Plus Package)	0.00 lbs	0.00 lbs	Inc.
UV2	HD Surround Vision provides the driver with an overhead view of the scene around the vehicle on a center stack display. Includes front camera washer. (Included and only available with (PED) Sierra HD Pro Safety Plus Package. Not available on Regular Cab models.)	0.00 lbs	0.00 lbs	Inc.
UVN	Bed View Camera camera in the CHMSL to show a view of the cargo bed, display located in infotainment screen, includes Two Trailer Camera Provisions (Included and only available with (PED) Sierra HD Pro Safety Plus Package. Not available on Regular Cab models or with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PDR	LPO, Assist step and floor liner package includes (RIA) All-weather floor liner, LPO and choice of assist step (VXH) 6" Chrome rectangular tubular assist step, LPO or (VXJ) 4" Chrome round tubular assist step, LPO (Not available with (PDH) LPO, GMC Protection Package.)	0.00 lbs	0.00 lbs	\$895.00
RIA	LPO, All-weather floor liner, 1st and 2nd rows (dealer-installed) (Included with (RFX) X31 Off-Road and Protection Package, (PDH) GMC Interior Protection Package, LPO or (PDR) Assist step and floor liner package, LPO. Replaces factory floor mats.)	0.00 lbs	0.00 lbs	Inc.
VXH	LPO, Assist steps, chromed tubular, 6" rectangular (dealer-installed) (Included with (PDR) Assist step and floor liner package, LPO. Not available with any other RPO or LPO assist step.)	0.00 lbs	0.00 lbs	Inc.
Options Total		0.00 lbs	0.00 lbs	\$6,015.00

Price Summary

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Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE ( Complete)

PRICE SUMMARY	
	MSRP
Base Price	\$58,300.00
Total Options	\$6,015.00
Vehicle Subtotal	\$64,315.00
Destination Charge	\$2,195.00
Grand Total	\$66,510.00

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Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

Standard Equipment

Package	Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking
	Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Mechanical	Pickup bed includes bed assist step (Deleted when (ZW9) pickup bed delete is ordered.)
	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
	Transmission, Allison 10-Speed automatic (STD)
	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)
	GVWR, 11,550 lbs. (5239 kg) with single rear wheels (STD) (Included and only available with TK30743 model and (L8T) 6.6L V8 gas engine. Requires single rear wheels.)
	Push Button Start
	Air filter, heavy-duty
	Air filtration monitoring
	Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
	Auto-locking rear differential
	Four wheel drive
	Cooling, external engine oil cooler
	Cooling, auxiliary external transmission oil cooler
	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
	Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
	Trailer brake controller, integrated
	Recovery hooks, front, frame-mounted, Black
	Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
	Suspension Package (Not available with (X31) Off-Road Package.)
	Steering, Recirculating Ball with smart flow power steering system
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator

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Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

Mechanical	
	Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)
Exterior	
	Single Rear Wheels
	Wheels, 18" (45.7 cm) machined aluminum wheel with Dark Grey metallic accents (STD) (Requires single rear wheels. Included with (RFX) X31 Off-Road and Protection Package.)
	Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels. Included with (RFX) X31 Off-Road and Protection Package.)
	Tire, spare LT275/70R18 all-terrain, blackwall (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires or (QF9) LT275/65R20 all-terrain, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered.)
	Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door
	Bumper, front chrome lower
	Bumper, rear chrome with bumper CornerSteps
	CornerStep, rear bumper
	Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available with (ZW9) pickup bed delete.)
	Moldings, beltline, stainless steel
	Cargo tie downs (12), fixed, rated at 500 lbs per corner
	Grille, Chrome surround with chrome insert bars
	Headlamps, Animated LED projectors, LED turn signals and Daytime Running Lamps
	IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)
	Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
	Mirrors, outside power-adjustable vertical trailering with heated upper glass lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]), Black
	Glass, deep-tinted
	Door handles, body-color
	Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
	Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)
	Tailgate, gate function manual with EZ Lift includes power lock and release, includes hitch area light (Deleted with (ZW9) pickup bed delete.)

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Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

Entertainment

- Audio System, 13.4" diagonal Premium GMC Infotainment System with Google built in apps such as navigation and voice assistance, includes color touch-screen, multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones. (STD)
- SiriusXM
- SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Bluetooth for phone connectivity to vehicle infotainment system
- Wireless Phone Projection for Apple CarPlay and Android Auto
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Seat trim, Cloth
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
- Floor covering, color-keyed carpeting
- Floor mats, rubberized-vinyl front (Included and only available with (B30) color-keyed carpeting. Deleted when LPO floor liners are ordered.)
- Floor mats, rubberized-vinyl rear (Requires Crew Cab or Double Cab model. Included and only available with (B30) color-keyed carpeting. Deleted when LPO floor liners are ordered.)
- Steering wheel, wrapped
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Steering wheel audio controls
- Driver Information Center, enhanced, 12.3" diagonal reconfigurable multicolor digital display
- GMC Premium information Display- 13.4" diagonal Multicolor touch screen
- Exterior Temperature Display located in radio display
- Compass, located in instrument cluster

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Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE ( Complete)

Interior

Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down (Not available on Regular Cab models.)
Door locks, power
Keyless Open and Start includes remote keyless entry
Cruise control, steering wheel-mounted
Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet)
USB Ports, 2, Charge/Data ports located on instrument panel
USB ports, (2) charge-only, rear
Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Deleted with (ZW9) pickup bed delete.)
Air conditioning, single-zone
Air vents, rear (Not available with Regular Cab model.)
Mirror, inside rearview, manual tilt
Assist handles, front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps LED signature lighting
LED Signature DRL's

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)

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Data Version: 25451. Data Updated: May 13, 2025 6:47:00 PM PDT.



NORTH COUNTY GM

BOB OHARA` | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE ( Complete)

Safety-Interior	
	Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
	Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)
	Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)
	Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)
	Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)
	Indicator-Seat Belt WARNING, Rear Seat (Requires Crew Cab or Double Cab model.)
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety)
	Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other	
	Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

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NORTH COUNTY GM

BOB OHARA` | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2025 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE ( Complete)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Sales Rep: John Holman
Prepared for: City of Lakeville
 20195 Holyoke Avenue
 Lakeville, MN 55044

Ship To: City of Lakeville
 20195 Holyoke Avenue
 Lakeville, MN 55044

Contact: Bob Mach **Phone:** (952)985-2750

Email: rmach@lakevillemn.gov

Requested by: Bob Mach

This Quote is valid through 01/31/2026

Ship Via: Installed

Est. Lead Time (after receipt of Signed Order) 98-112

Tariff Update: If any component pricing is impacted by tariffs between the time of this Proposal and the completion of the project, we reserve the right to pass on increases.

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
VEHICLE	VEHICLE	1	\$0.00 / EA	\$0.00
OPTIONS:				
MODEL YEAR 2026				
CHEVROLET				
3500				
GAS				
CREW CAB				
BOX LENGTH 6.5' (78.8")				
BOX DELETE = NO				
SINGLE REAR WHEEL				
VIN: TBA				
Stock #: TBA				
PICKUP & DELIVERY = CUSTOMER				

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
01-1602	SPACEKAP COMPAK 6 MONOCOQUE/40/60 REAR DOORS W/ SIDE DOORS	1	\$9,320.00 / EA	\$9,320.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
91-0055	ALUMINUM DIAMOND PLATE CABINET/15" (2) W/ EXTRA LED LIGHT	2	\$1,840.00 / EA	\$3,680.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
32-0041	DUAL SLIDING TRAY, 75% EXTEND,/1000LB. CAPACITY EACH, 6.5'BED	1	\$3,836.00 / EA	\$3,836.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
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50521904896	ALUMINUM TOOL BOARD, 36" X 78" NCI	2	\$1,789.00 / EA	\$3,578.00
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ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
CS-GMTR-19RF	RELOCATION KIT, 2019-2024 GM/FIXED	1	\$234.12 / EA	\$234.12

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
326-3	ITEMIZER DRAWER UNIT, 2,/49X12X12	1	\$1,413.30 / EA	\$1,413.30

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
CFSE745ANSISK	MEDICAL CABINET, 13X16X5.5 NCI	1	\$209.00 / EA	\$209.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
04644	COLEMAN CABLE 4-OUTLET GFCI/POWER STRIP, 15-AMP, 6-FOOT	3	\$126.32 / EA	\$378.96

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
90099	TOOL MOUNTING ASSORTMENT/KIT, QUICK FISTS, 42 PCS NCI	1	\$199.95 / EA	\$199.95

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
70-0189	INSTALLATION KIT A (FITS FORD,/NISSAN, GM, RAM 1500 TRUCKS)	1	\$459.00 / EA	\$459.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
8100PP	SNOWEX 8' TO 10' POWER PLOW/ WITH SCRAPE MAXX	1	\$10,655.00 / EA	\$10,655.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
72525	OPTION - LED LIGHT KIT UPGRADE	1	\$576.00 / EA	\$576.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
84519	OPTION - DEFLECTOR KIT, 8100	1	\$525.00 / EA	\$525.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
BJ2LNLN	WECANX LIBERTY II DUO LIGHTBAR/54", DUAL COLOR RED/GREEN/BLUE RED/GREEN DRIVER'S SIDE CORNERS DRIVER'S SIDE HALF IS RED/GREEN BLUE/GREEN PASSENGER'S SIDE CORNERS PASSENGER'S SIDE HALF IS BLUE/GREEN	1	\$2,800.00 / EA	\$2,800.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
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ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
IJ500ST	TWO SUPER-LED TAKE-DOWN LIGHTS/AND A STROBE, CENTER MOUNT BAR MOUNTED INSIDE LIGHTBAR, CENTER FRONT	1	\$324.22 / EA	\$324.22
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
C399	CENCOM CORE WECANX CONTROL/SYSTEM	1	\$818.38 / EA	\$818.38
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
CCTL6	WECANX CONTROL HEAD,/MECHANICAL SIREN TONE	1	\$274.34 / EA	\$274.34
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
C399SP	OBDII CANPORT KIT 2020-26 GM/2500/3500HD	1	\$109.62 / EA	\$109.62
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
CV2V	VEHICLE TO VEHICLE MODULE	1	\$215.18 / EA	\$215.18
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
SA315P	SA315 SERIES SPEAKER, NYLON/COMPOSITE BEHIND GRILLE	1	\$238.96 / EA	\$238.96
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
SAK1	UNIVERSAL SPEAKER MOUNTING/BRACKET	1	\$30.74 / EA	\$30.74
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
CHWLUNI	SIREN AMPLIFIER WITH ONE SPEAK/ER, INCLUDES UNIV. MOUNT BRCKT	1	\$438.48 / EA	\$438.48
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
LINZ6R	SUPER-LED LIGHTHEAD, RED DRIVER'S SIDE GRILLE	1	\$124.12 / EA	\$124.12
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
LINZ6B	SUPER-LED LIGHTHEAD, BLUE PASSENGER'S SIDE GRILLE	1	\$124.12 / EA	\$124.12
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
LINZ6D	SUPER-LED LIGHTHEAD, RED/WHITE DRIVER'S SIDE FRONT BUMPER	1	\$133.40 / EA	\$133.40

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
LINZ6E	SUPER-LED LIGHTHEAD BLUE/WHITE PASSENGER'S SIDE FRONT BUMPER	1	\$133.40 / EA	\$133.40
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
TLIR	T-SERIES LINEAR SUPER-LED/LIGHTHEAD, SOLO, RED DRIVER'S SIDE FOG LIGHT AREA	1	\$99.76 / EA	\$99.76
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
TLIB	T-SERIES LINEAR SUPER-LED/LIGHTHEAD, SOLO, BLUE PASSENGER'S SIDE FOG LIGHT AREA	1	\$99.76 / EA	\$99.76
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
IONV3R	ION V-SERIES UNIVERSAL MOUNT W/COMBO 180 WARNING/TAKEDOWN-RED UNDER DRIVER'S SIDE MIRROR	1	\$197.20 / EA	\$197.20
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
IONV3B	ION V-SERIES UNIVERSAL MOUNT W/COMBO 180 WARNING/TAKEDOWN-BLU UNDER PASSENGER'S SIDE MIRROR	1	\$197.20 / EA	\$197.20
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
TLMI2K	MINI T-SERIES LIGHT, SURFACE/MOUNT, DUO, RED/AMBER LOWER REAR SIDE CORNERS OF KAP, L & R	2	\$91.64 / EA	\$183.28
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
TLMI2D	MINI T-SERIES LIGHT, SURFACE/MOUNT, DUO, RED/WHITE DRIVER'S SIDE OF KAP, AT TOP, FRONT & REAR	2	\$91.64 / EA	\$183.28
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
TLMI2E	MINI T-SERIES LIGHT, SURFACE/MOUNT, DUO, BLUE/WHITE PASSENGER'S SIDE OF KAP, AT TOP, FRONT & REAR	2	\$91.64 / EA	\$183.28
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
TLMIR	MINI T-SERIES LIGHT, SURFACE/MOUNT, SOLO, RED REAR OF KAP, TOP & BOTTOM, L & R	4	\$91.64 / EA	\$366.56
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
PEL2C	PERIMETER ENHANCEMENT LIGHT,/WHITE, STEADY, CHROME FLANGE MOUNT JUST INSIDE REAR DOORS, L & R SEPARATE SWITCH AT DOOR	2	\$153.70 / EA	\$307.40
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE

PSSEQACR	STRIP-LITE PLUS SEQUENCING LIG/HTHEAD, AMBER, TRAFFIC DIRECT MOUNT ON BRACKETS ABOVE REAR DOORS	2	\$138.04 / EA	\$276.08
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ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
C-VSW-2600-SILV	FLAT CONSOLE, 26"L X 12.5"W,/2020-26 GM 2500/3500HD	1	\$684.87 / EA	\$684.87

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
C-EB25-MMT-1P	MOUNTING BRACKET, 2.5", FOR/MOTOROLA RADIO	1	\$24.75 / EA	\$24.75

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
C-EB40-CCS-1P	MOUNTING BRACKET, 4", FOR/WHELEN CENCOM CONTROL	1	\$27.75 / EA	\$27.75

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
CUP2-1001	DOUBLE CUP HOLDER, 4"	1	\$50.25 / EA	\$50.25

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
C-AP-0325-1	ACCESSORY BOX, 3", INTERNAL/MOUNT, 2.5" DEEP	1	\$38.25 / EA	\$38.25

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
C-AP-0945-L	ACCESSORY POCKET, INTERNAL MNT/W/HINGED LID & LOCK, 9"L X 4.5	1	\$161.25 / EA	\$161.25

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
C-FP-2	2" FILLER PLATE	1	\$9.75 / EA	\$9.75

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
C-ARM-102	SIDE MOUNT ARMREST	1	\$70.50 / EA	\$70.50

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
C-MAP-T-LED	MAP LIGHT, 12" GOOSENECK, TOP/MOUNT, RED & WHITE LED	1	\$117.75 / EA	\$117.75

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
C-HDM-204	TITAN TELESCOPING POLE WITH/SHORT HANDLE, SIDE MOUNT, 8.5"	1	\$172.50 / EA	\$172.50

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
C-MD-119	11" SLIDEOUT LOCKING SWING ARM/W/ LOW PROFILE MOTION ADAPTER	1	\$275.25 / EA	\$275.25

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
NOVA-PRE	NOVA STROBE PREEMPTION DASH/LIGHT NCI MOUNT AT TOP OF WINDSHIELD	1	\$204.99 / EA	\$204.99
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
ETFBSSN-P	FLASHBACK ALTERNATING TAILLIGHT/FLASHER, SOLID STATE - 2.4 FPS	1	\$48.96 / EA	\$48.96
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
ETHFSS-SP	SELECT-A-PATTERN HEADLIGHT/FLASHER, SOLID STATE	1	\$45.12 / EA	\$45.12
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
EM-10-11-310	SOUTHCO ELECTRONIC LATCH NCI FOR C-AP-0945-L POCKET W/ HINGED LID	1	\$105.14 / EA	\$105.14
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
091-55-20-120-WH	KUSSMAUL SUPER 20 AUTO EJECT/SHORE POWER PORT, WHITE NCI FOR POWER OUTLET STRIP, INSTALL ON PASSENGER'S SIDE REAR CORNER	1	\$395.00 / EA	\$395.00
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
445-4290-5	KUSSMAUL LPC 7 CHARGER -/ 5" X 8.5" X 2.5" NCI TO MAINTAIN UNDER-HOOD STARTER BATTE	1	\$315.54 / EA	\$315.54
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
11070	DUAL USB CHARGER & 20A 12V/RECEPTACL NCI INSTALL IN CONSOLE	2	\$49.00 / EA	\$98.00
ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
LABOR-SB	INSTALLATION INCLUDES INSTALLATION OF CLIENT-SUPPLIE - MOTOROLA RADIO - PEPWAVE ROUTER - ANTENNAS - ANTENNA CABLES - WECAN GATEWAY - CLOUD-SPECIFIC COMPONENTS	122	\$175.00 / EA	\$21,350.00

**ALL ITEMS ARE ON MN STATE CONTRACTS 170214, 264953,
OR 264963 UNLESS MARKED "NCI" (NON-CONTRACT ITEM)**

THE PARTIES AGREE THAT THE TERMS AND CONDITIONS ATTACHED HERETO OR ON THE BACK SIDE OF THIS ORDER ARE INCORPORATED HEREIN AND A PART OF THIS ORDER.

ACCEPTED BY: _____

ACCEPTED DATE: _____

TERMS AND CONDITIONS

1. **PRICING.** All price quotations are valid for fifteen (15) days unless otherwise noted.

2. **PAYMENT.** Unless otherwise quoted by the Company, agreed to in writing or expressly stated on the face of this document, terms of payment shall be as follows:

- For new Buyers or those without open account the terms are Prepay.
- For Buyers with open account the terms are: Net ten (10) days unless otherwise stated.
- A 50% down payment will be required for projects requiring significant engineering and design work, or projects with non-standard components provided or manufactured to the Buyer's requirements, or projects over a certain value as required in the Proposal Terms. Balance due as per a. or b. above.
- A convenience fee of 3% will be added to all credit card payments. This applies to the full amount of the invoice.
- The Company may alter or suspend credit whenever the payment history or financial condition of Buyer warrants such action.
- Overdue payments will be subject to a 1.5% monthly interest rate.
- Buyer shall be liable for all costs, expenses and attorney's fees incurred by the Company in the collection of delinquent accounts.

3. **CUSTOMER VEHICLES IN OUR CARE, CUSTODY AND CONTROL.** The Company is not responsible for damage to Buyer vehicles while in its care, custody, and control.

4. **CUSTOMER VEHICLE STORAGE.** Buyer vehicles not picked up within 10 business days of completion will be assessed a storage fee of ten dollars (\$10.00) per day.

5. **TAXES AND DUTIES.** Prices for Products and Services do not include applicable federal, state or local taxes, now or hereafter enacted, which tax or taxes (i) will be added by the Company to the sales price whenever the Company has the legal obligation to collect same, and (ii) shall be paid by Buyer unless Buyer provides the Company with an appropriate tax-exemption certificate. Except as otherwise agreed to in writing or provided on the face hereof, for sales to points outside the United States all export duties, taxes, licenses, and fees, including customs, are in addition to the quoted prices and shall be Buyer's responsibility, and any such cost incurred by the Company will be passed on to Buyer.

6. **FREIGHT AND SHIPMENTS.** All shipments for domestic sales are F.O.B. the Company manufacturing facility. The Company shall have satisfied all delivery obligations and, subject to the limitations set forth herein, possession of and title to all goods sold hereunder shall be deemed to pass to Buyer upon delivery to the carrier at point of shipment, whereupon Buyer assumes all risk of loss or damage to the goods and responsibility for shipping and insurance costs, regardless of any insurance that may have been secured by the Company at Buyer's request. Any freight and delivery charges paid by the Company in connection with shipments to Buyer will be passed on to Buyer. Buyer shall notify the Company in writing relative to any shipment shortage or damage within two (2) days of receipt of shipment. The Company shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control. In the event of any such delay or failure, the Company shall be entitled to extend the delivery date by a commensurate period of days. The Company shall have the right to cancel any order or to refuse or delay shipment if Buyer fails to meet payment terms or if there is any materially adverse change in Buyer's financial status. Export of the Company Products or Services outside the United States of America is subject to the latest U.S. Export Regulation issued by the U. S. Department of Commerce, adherence to which is a Buyer's responsibility after initial shipment by the Company.

7. **ORDER CANCELLATION.** If an order is canceled prior to the scheduled ship date, Buyer will be subject to the following cancellation charges: Buyer will be responsible for all costs incurred by the Company prior to the date of cancellation and any further costs incurred in the termination of the project. Cancellation of the order will not relieve the Buyer's liability for payment as specified herein.

8. **CHANGE ORDERS.** Change orders include any deviation from the last design reviewed and agreed upon at the time the purchase order was issued. Buyer directed change orders are subject to additional fees. Depending on the scope of the change order, the Company reserves the right to collect all costs incurred to date. The added cost of the change order will be quoted by the Company and the Buyer can choose to (i) issue a second purchase order to cover the cost of the change order, or, (ii) add the additional charges to the original purchase order.

9. **SCHEDULE CHANGES.** Any delays in installation due to change orders, customer readiness, and/or reasons uncontrollable by the Company, may be subject to partial invoicing for all labor and materials incurred to date by the Company.

10. **PROPRIETARY RIGHTS.** The parties acknowledge that the Company may possess certain proprietary inventions, discoveries, Patents, Trademarks, or other intellectual properties in its products and designs and that the Company retains all right, title, ownership, copyright and/or other intellectual property rights in such. All such intellectual property incorporated shall remain the sole and exclusive property of the Company.

11. **CONFIDENTIAL INFORMATION.** The parties agree that except for the written consent of the other party, each party shall keep confidential and not disclose to any person not affiliated with such party, any of the other party's confidential information and business secrets. The term "confidential information" shall include each party's respective financial, marketing, product, process, customer, dealer, accounting, sales, manufacturing, employment and related information, including such other information that a party treats or otherwise deems as confidential. Confidential information shall also include the Company Creations, Services and payment under this Agreement.

12. **LIMITATION OF LIABILITY.** NOT WITHSTANDING ANY OTHER PROVISIONS OF THIS ORDER, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER OUT OF ANY BREACH OF WARRANTY OR OUT OF OR CONNECTED WITH THE SALE, LICENSE, LEASE, USE OR ANTICIPATED USE OF THE PRODUCTS, SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS RESULTING FROM THE USE OR OPERATION OF THE PRODUCTS OR PROVISION OF SERVICES. NOTWITHSTANDING THE FOREGOING, THE COMPANY'S TOTAL CUMULATIVE LIABILITY UNDER THIS ORDER SHALL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE PARTICULAR PRODUCTS OR SERVICES INVOLVED.

13. **SUITABILITY DISCLAIMER.** The performance of the Products depends on a variety of parameters which are beyond the control of the Company. Performance of the Products may vary considerably from one application to the next. THE COMPANY MAKES NO CLAIM, REPRESENTATION OR WARRANTY CONCERNING THE PERFORMANCE OR SUITABILITY OF THE PRODUCTS FOR OR IN BUYER'S APPLICATION. The assessment of usefulness and suitability of the Products for each application rests solely with the Buyer.

14. **WARRANTY.** The Company warrants its workmanship to be free from defects for a period of twelve (12) months from shipment, unless a different period is otherwise quoted in writing by the Company to the original Buyer. The only exception to this is paint issues, which are warranted for a period of ninety (90) days. If an issue arises during the warranty period, the original Buyer shall notify the Company and request a return or re-work authorization. Only after the authorization from the Company has been received can the work to repair the deficiency proceed. The foregoing warranty shall not apply to defects resulting from (i) improper or inadequate maintenance by Buyer; (ii) Buyer-supplied equipment, (iii) unauthorized modifications, misuse or accidents, (iv) operation outside of the environmental specifications of the Product. All Services shall be performed in professional manner, in conformity with industry standards. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. **COMPANY INDEMNIFICATION.** The Company shall defend any claim, suit, or proceeding brought against Buyer by a third party ("Claim") insofar as such Claim is based upon an assertion that the use or transfer of any Product delivered hereunder constitutes infringement of a US patent or registered copyright, provided Buyer (i) notifies the Company promptly in writing as to any such Claim, (ii) grants the Company sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Company request for assistance. Should any Product become, or in the Company's opinion be likely to become, the subject of a Claim, the Company may, at its sole discretion and expense, (a) obtain for Buyer the right to make continued use of such Product, (b) replace or modify such Product so that the Product is no longer infringing, or (c) request return and upon receipt thereof refund to Buyer the residual value thereof, calculated using straight depreciation over a five (5) year useful life. The Company shall have no liability if the alleged infringement is based on (1) combination with non-Company products; (2) use for a purpose or in a manner for which the Product was not designed; (3) use of any older version when use of a newer Company revision would have avoided the infringement; (4) any modification not made with the Company's written approval; (5) any modifications made by the Company pursuant to Buyer's specific instructions; or (6) any intellectual property right owned or licensed by Buyer or any of its affiliates. Notwithstanding the foregoing, in no event shall the Company's liability to Buyer under this Section exceed the amount paid by Buyer to the Company for any allegedly infringing Product. THIS SECTION STATES BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S ENTIRE LIABILITY TO BUYER FOR THIRD PARTY INFRINGEMENT CLAIMS.

16. **BUYER IDEMNIFICATION.** Buyer shall defend, indemnify and hold harmless the Company against any and all losses claims, demands, actions, damages, attorney's fees and costs, however characterized, including but not limited to those involving personal injury, wrongful death, property damage or diminution of value, business damage or diminution of value, patent or copyright infringement, or any other liabilities of any nature as a result of the Company's goods, materials, representations (both implicit and explicit) and/or Services, if, and only if, Buyer is at least partially at fault for said liabilities. Buyer's indemnification of the Company for patent and copyright infringement under this section shall also apply where Buyer (a) modified, altered, or combined the Product with any equipment not supplied by the Company, or (b) used the Product in a manner for which it was not designed.

17. **ENTIRE AGREEMENT.** In the absence of a separate, duly executed volume purchase or similar agreement between the Company and Buyer, BUYER'S PURCHASE OF THE COMPANY PRODUCTS HEREUNDER REPRESENTS ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN, WHICH CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ANY PRIOR OR CONTEMPORANEOUS COMMUNICATIONS, REPRESENTATIONS, UNDERSTANDINGS OR AGREEMENTS BY EITHER PARTY, WHETHER VERBAL OR WRITTEN, CONCERNING THE SUBJECT MATTER HEREOF. The terms and conditions contained herein take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Neither the Company's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. No waiver, change, or modification to the terms and condition herein shall be valid or binding unless in writing and signed by authorized representatives of both parties.

18. **ASSIGNMENT.** This Agreement may not be assigned by Buyer without prior written consent from a duly authorized representative of the Company. This Agreement shall be binding upon the Buyer's permitted successors and assigns.

19. **SURVIVABILITY.** If any provision of this Agreement shall be invalid or unenforceable under any applicable law, such provisions shall not apply in such instance, but the remaining provisions shall be given their full effect in accordance with their terms.

20. **MISCELLANEOUS.** Except as prohibited by US bankruptcy laws, in the event of Buyer's insolvency or inability to pay debts due, or voluntary or involuntary bankruptcy proceeding by or against Buyer, or appointment of a receiver or assignee for the benefit of Buyer's creditors, the Company may elect to cancel any unfulfilled obligations to Buyer hereunder. The Company shall have all rights and remedies of a secured creditor under the Uniform Commercial Code (UCC) and all other applicable laws. Buyer agrees to execute such financing statements and other documents as the Company may request in order to protect its security interest. If Buyer fails to execute such financing statements and other documents within fourteen (14) days of written request by the Company, then Buyer hereby grants the Company full power and authority to execute and file such financing statement and other documents on Buyer's be

21. **CHOICE OF LAW AND JURISDICTION.** The parties agree that any dispute regarding interpretation or validity of these terms and conditions or relating in any manner to Products or Services sold hereunder shall be governed by the laws, and subject to the jurisdiction of courts, of Minnesota, USA, with any dispute or Claim venued or heard in the State of Minnesota.

22. **NOTICE.** Any notice required under this Agreement shall be valid upon either hand delivery or



Memorandum

To: Mayor and City Council Members
Justin Miller, City Administrator

From: Michael Meyer, Fire Chief

Copy:

Date: 10/01/2025

Subject: Consent to Purchase – Rescue Truck

Background

The Fire Department continually evaluates its fleet to ensure that apparatus meet the operational and service delivery needs of our growing community. Traditionally, fire engines are staffed and respond to a wide variety of fire and rescue calls. However, a review of call data shows that a significant percentage of the department's responses are medical in nature, often requiring fewer personnel and less apparatus capacity than a full engine. To better align with current and future service demands, staff is recommending the purchase of a **rescue truck** in lieu of a replacement fire engine that was scheduled for replacement in 2025.

Proposal

The rescue truck will:

- Respond to **two-person medical calls**, reducing the wear and mileage placed on larger fire engines.
- Be equipped with **emergency medical response capabilities** to support patient care and transport assistance.
- Include a **plow attachment**, enabling the vehicle to clear fire station aprons, access routes, and even emergency paths during severe snow events. This will ensure timely access for larger apparatus, ambulances, and mutual aid partners.

This approach provides a more versatile, cost-effective solution compared to adding another full fire engine to the fleet.

Fiscal Impact

The rescue truck purchase cost will be **\$134,506**, which is less than the cost of a new fire engine (**\$845,000–\$925,000 range**).

Recommendation

Staff recommends approval of the purchase of a **rescue truck** in place of a replacement fire engine. This purchase will enhance operational efficiency, reduce long-term maintenance costs, and improve response capabilities during both medical calls and snow emergencies.



Date: 10/6/2025

Resolution Appointing Members to the Youth Advisory Commission

Proposed Action

Staff recommends adoption of the following motion: Approve a resolution that adopts the Youth Advisory Commission roster for the 2025/2026 term.

Overview

All members of the roster have been interviewed and selected by the Council to serve on this Commission. These members are leaders in their community and help Council gain an understanding of how Lakeville's youth view the community and the challenges and issues that impact them. The roster consists of eight members who represent four high schools in the Lakeville community.

Supporting Information

1. Council Resolution Appointing Members

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Taylor Snider

CITY OF LAKEVILLE
RESOLUTION NO. ____

Resolution Appointing Members to the Lakeville Youth Advisory Commission

WHEREAS, the City Council has established a City of Lakeville Youth Advisory Commission, and

WHEREAS, candidates were interviewed by the City Council, and

WHEREAS, according to the approved by-laws, members are appointed to a two-year term beginning October 1, 2025

NOW, THEREFORE, BE IT RESOLVED that the following are appointed to the City of Lakeville Youth Advisory Commission:

Name	Term Expiration
Faisal Ali	9/30/2026
Imran Ali	9/30/2026
Addison Johnson	9/30/2026
Zavieanna Johnson	9/30/2027
Faadumo Mohamed	9/30/2026
Olivia Schmidt	9/30/2027
Katie Sheehan	9/30/2026
Savannah Smalley	9/30/2027

ADOPTED by the Lakeville City Council this 6th day of October 2025

Luke Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 10/6/2025

Change Order for Highview Ave Trail Repair and Laigle Ave Cul-de-sac Installation

Proposed Action

Staff recommends adoption of the following motion: Move to approve a change order with Northwest Asphalt Inc. for Highview Ave Trail Repairs and the Laigle Ave Cul-de-sac Installation.

Overview

On August 22, 2025, a watermain break occurred along the east side of Highview Avenue between 168th Street and Hearthside Way. The adjacent trail sustained significant damage and has been closed to the public since the incident. Staff solicited multiple quotes for the trail repairs, which ranged from \$21,994 to \$27,280, to complete the work prior to winter. This is a heavily used trail that is plowed and maintained year-round. City staff reviewed all quotes and recommends approving the low quote from Northwest Asphalt, Inc. in the amount of \$21,994. Funding for this work will come from the Water Operating Fund.

Laigle Avenue is a gravel road located in the northwestern quadrant of the City. Currently, there is no cul-de-sac or turnaround for garbage trucks, plow trucks, or emergency vehicles. Staff has been working with the property owners at the southern end of the road to facilitate the project and has designed and solicited quotes to construct a cul-de-sac within City right-of-way. The City received three quotes ranging from \$21,902.72 to \$37,035. Northwest Asphalt, Inc. submitted the low quote. City staff reviewed all quotes and recommends approval of the low quote to Northwest Asphalt, Inc. Funding for this work will come from the Pavement Management Fund. The work is proposed to be added to a contract the City currently has with Northwest Asphalt.

Supporting Information

1. Change Order
2. NWA quote for Highview Trail Repair
3. McNamara quote for Highview Trail Repair
4. NWA quote for Laigle CDS
5. GMH quote for Laigle Ave CDS
6. McNamara quote for Laigle CDS

Financial Impact: \$43,896.72 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Steve Ferraro, Public Works Coordinator
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CITY OF LAKEVILLE CHANGE ORDER



CHANGE ORDER NO. 8	
DATE 9/30/2025	SHEET Page 1 of 1
PROJECT NO. 24-01	
PROJECT NAME 2024 Miscellaneous Roadway Repairs and Overlays	
TYPE OF WORK Change Order 8	
ORIGINAL CONTRACT AMOUNT \$1,803,851.06	REVISED CONTRACT AMOUNT \$1,847,747.78

Spec. No.	Item No.	Item of Work	Unit	Original ± Previous Change Quantity	Quantity ±	Unit Price	Increase Amount	Decrease Amount
00	216	Highview Trail Repair	L S	0	1.00	\$21,994.00	\$21,994.00	0.00
00	217	Laigle Ave CDS	L S	0	1.00	\$21,902.72	\$21,902.72	0.00
Net Increase or Decrease: \$43,896.72							Totals	\$43,896.72
								\$0.00

Due to this change, the contract time:

- ☐ a: is increased/decreased by 0 working days.
is increased/decreased by 0 calendar days.

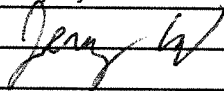
► **b: is not changed.**

- ☐ c: may be revised if the work affects/affected the controlling operation

EXPLANATION OF CHANGE IN PLAN RECOMMENDED (Attach additional sheets if necessary)

Highview Trail repair and Laigle Ave Cul-de-sac construction

CONTRACTOR SIGNATURE <i>Jeremy Gyllan</i>	DATE 9/30/2025
MAYOR SIGNATURE	DATE
CONSTRUCTION REPRESENTATIVE SIGNATURE <i>Shawn</i>	DATE 9/30/2025

Highview AVE trail Rehab	Unit	QTY	Unit Price	Total		
9/24/2025						
Mobilization	LS	1	\$ 4,950.00	\$ 4,950.00		
Remove Bit	SY	200	\$ 8.95	\$ 1,790.00		
Common Ex	CY	50	\$ 37.00	\$ 1,850.00		
Class 5	TN	36	\$ 49.00	\$ 1,764.00		
Bit Paving	SY	200	\$ 49.20	\$ 9,840.00		
Traffic Control	LS	1	\$ 1,800.00	\$ 1,800.00		
				\$ 21,994.00		
Jeremy Gylland						
						
Project Manager, NWA						



McNamara Contracting, Inc.

16700 Chippendale Avenue
 Rosemount, MN 55068
 Phone: 651.322.5500 Fax: 651.322.5550
www.mcnamaracontracting.com

To: City Of Lakeville	Contact:
Address: Lakeville, MN 55044	Phone:
	Fax:
Project Name: Highview Trail Watermain Break	Bid Number:
Project Location:	Bid Date: 9/30/2025
Addendum #: -	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	MOBLIZATION	1.00	LS	\$2,500.00	\$2,500.00
2	REMOVE BITUMINOUS TRAIL	200.00	SY	\$30.00	\$6,000.00
3	COMMON EXCAVATION	50.00	CY	\$70.00	\$3,500.00
4	AGGREGATE BASE CLASS 5 (RECYCLE)	36.00	TON	\$105.00	\$3,780.00
5	3" BITUMINOUS TRAIL PAVEMENT (SPWEA240B(R))	200.00	SY	\$40.00	\$8,000.00
6	TRAFFIC CONTROL	1.00	LS	\$3,500.00	\$3,500.00

Total Bid Price: \$27,280.00

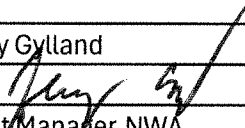
Notes:

- The above pricing is for line items as described at quantities provided by the city. Project to be billed based on actual quantity installed as measured in the field.
- Bond is included at 0.15%
- Additional work or work not within scope of line items to be billed as T&M pricing.
- Quote assumes fully loaded 4 and/or 5 axle dump trucks will have access to all areas of our work. Further, this quote assumes that said fully loaded trucks will not be detrimental (cause rutting and/or deflection) to the material we are installing bituminous on top of.
- We reserve the right to negotiate the terms of any binding contract. This includes, but is not limited to, requiring that this quote and notes are included in said contract.

Payment Terms:

Payment due within 10 days after payment is made by Owner or within 30 days of invoice; whichever is sooner

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: McNamara Contracting, Inc. Authorized Signature: _____ Estimator: Lucas Henry 612-655-3695 lucash@mcnamaracontracting.com
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Laigle AVE CUL-DE SAC	Unit	QTY	Unit Price	Total
9/24/2025				
Mobilization	LS	1	\$ 5,400.00	\$ 5,400.00
Common Excavtion	CY	68	\$ 96.00	\$ 6,528.00
Class 5	TN	94	\$ 68.88	\$ 6,474.72
Stum Removal	EX	1	\$ 3,500.00	\$ 3,500.00
Total				\$ 21,902.72
Jeremy Gylland				
				
Project Manager, NWA				

LAKEVILLE-LAIGLE AVE CUL-DE-SAC



GMH ASPHALT CORPORATION

9180 LAKETOWN ROAD

CHASKA, MN 55318

Contact: DAVID SWANSON

Phone: 952-442-5288

Email: estimating@gmhasphalt.com

Quote To: STEVE FERRARO

Addendums:

Company: CITY OF LAKEVILLE

Date on Plans:

Revision Date:

No Bond
Union 49 Contractor

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	5,000.00	5,000.00
20	COMMON EXCAVATION	67.00	CY	124.97	8,372.99
30	CLASS 5 - 12"	114.00	TN	102.81	11,720.34
40	HAUL OUT STUMP	1.00	EA	876.39	876.39

GRAND TOTAL

\$25,969.72

NOTES:

ITEMS NOT INCLUDED IN QUOTE:

Bond, topsoil or seeding, traffic control, saw cutting, removals, testing, sweeping, manhole/gate valve adjusts, permits, incidental bituminous wedge curb protection, leaf blowing, any special insurances.



McNamara Contracting, Inc.

16700 Chippendale Avenue
 Rosemount, MN 55068
 Phone: 651.322.5500 Fax: 651.322.5550
www.mcnamaracontracting.com

To: City Of Lakeville	Contact:
Address: Lakeville, MN 55044	Phone:
	Fax:
Project Name: Laigle Ave Cul-de-sac	Bid Number:
Project Location:	Bid Date: 7/25/2025
Addendum #: -	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$8,600.00	\$8,600.00
2	Common Excavation	67.00	CY	\$135.00	\$9,045.00
3	Class 5 Recycle	114.00	TON	\$135.00	\$15,390.00
4	Grub	1.00	EACH	\$4,000.00	\$4,000.00

Total Bid Price: \$37,035.00

Notes:

- The above pricing is per quantities provided by the city for the scope as described. To be billed at unit price based on actual quantity installed.
- Bond is included at 0.15%
- We reserve the right to approve the area we will be paving prior to mobilizing to the job. This may include, but is not limited to, being present for test rolling, string lining, and/or any other density and/or grade tests prior to mobilizing for our work.
- Quote assumes fully loaded 4 and/or 5 axle dump trucks will have access to all areas of our work. Further, this quote assumes that said fully loaded trucks will not be detrimental (cause rutting and/or deflection) to the material we are installing bituminous on top of.
- We reserve the right to negotiate the terms of any binding contract. This includes, but is not limited to, requiring that this quote and notes are included in said contract.

Payment Terms:

Payment due within 10 days after payment is made by Owner or within 30 days of invoice; whichever is sooner

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: McNamara Contracting, Inc. Authorized Signature: _____ Estimator: Lucas Henry 612-655-3695 lucash@mcnamaracontracting.com
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Date: 10/6/2025

DNR License for Utility to Cross Public Waters

Proposed Action

Staff recommends adoption of the following motion: Move to approve a DNR License for a fiber optic utility to cross public waters for Grand Prairie Park.

Overview

Fiber optic cable is required to support communications at the new Grand Prairie Park. The fiber optic contractor plans to extend the cable along Cedar Avenue to the park and will need to cross a DNR protected waterway south of 181st Street. A license agreement is necessary to allow construction, maintenance, and operation of the fiber optic cable at this crossing.

Supporting Information

1. DNR Utility Public Waters Crossing License
2. DNR License Letter

Financial Impact: \$124.00 Budgeted: Yes Source: Park Fund, 4721.6280 Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Paul Oehme, Public Works Director
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LICENSE FOR UTILITY TO CROSS PUBLIC WATERS

This license is issued by the State of Minnesota, acting by and through its commissioner of natural resources, and hereafter called the "State", under authority and subject to Minnesota Statutes, section 84.415, and Minnesota Rules Chapter 6135 and other applicable law, to the Licensee as named and for the fee and term as specified below.

Name and Address of Licensee: City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

License Fee: One hundred twenty-four and NO/100 Dollars (\$124.00)

Term (years): 50 Years

Effective Date: October 1, 2025

Expiration Date: September 30, 2075

Purpose of License: Construction, maintenance and operation of a fiber optic communication line under water under the covenants and agreements of the Licensee to use the following described waters:

That part of the following descriptions as shown on the attached application and map, all of which are made a part hereof by reference.

Unnamed Stream in NW ¼ NW ¼ in Section 15, Township 114 North, Range 20 West, in Dakota County

This license is granted subject to the following provisions:

1. **Use of premises.**
 - A. This license is subject to the provisions of Minnesota Statutes, section 84.415 and Minnesota Rules Chapter 6135. All standards of Chapter 6135 are incorporated as terms and conditions of this license, except such variations as are identified and approved by the State in the license applications, plans and specifications which are attached and made part of the terms and conditions of this license. The Licensee is bound by the crossing location and installation method as detailed in the application and approved by the State. The Licensee shall not deviate from the terms and conditions of this license or the application as approved by the State unless it has first obtained written permission from the State.
 - B. When the installation occurs more than six months after the issuance of the license, the Licensee shall contact the State 20 days prior to installation.
 - C. No merchantable timber shall be cut, used, removed or destroyed without first paying the State the timber value in the sum stated above as determined by the State. Slash material on state water crossings must be disposed of within 30 days of clearing activities.
 - D. For overhead crossings of state waters, lines shall have a minimum clearance of 25 feet above the water, unless otherwise approved by the State.
 - E. When directed by the State as a condition of the license, flight diverters shall be placed on overhead utility lines.
 - F. Any cable or conduit located at a shoreline shall be sufficiently buried so that it does not become exposed.
 - G. When directed by the State as a condition of the license, underwater crossings shall be marked by permanent signs on the banks at the points where the line enters and leaves the public waters.
 - H. To protect fish spawning activities, the State may prohibit work in the public water or within a specified distance of the public water during the spawning season.
2. **State's rights and reservations.** The use of these waters by the Licensee in constructing or maintaining the lines for which this license is granted shall be subject to the use, sale, or leasing for mineral or other legal purposes. The

Licensee will not cause any unnecessary hindrance to the activities of the State and shall allow access across the license area by the State when needed.

3. Erosion and Revegetation.

- A. Erosion control measures shall be adequately designed for site characteristics. They shall be installed prior to commencement of construction and maintained for as long as needed. All erosion control measures installed next to a water body shall run parallel to the contours.
- B. All disturbed areas shall be restored to original contours and elevations and stabilized as soon as possible following construction. Areas of subsidence and crowning shall be repaired. Topsoil shall be reserved on site and used to re-dress disturbed areas.
- C. All disturbed areas shall be revegetated using state approved seed mixes. All seed and plant materials shall be certified weed-free. Weed-free straw or hay shall be used for mulching and erosion control. Native species plants should be used, whenever possible, to revegetate disturbed areas. This revegetation should occur as early in the season as possible to permit adequate regrowth.
- D. The Licensee shall monitor revegetation at state water crossings until the site is stabilized and the vegetation is self-sustaining. Where severe or repeated damage is occurring or where measures have not been successful, preventative and corrective actions shall be taken by the Licensee, including construction of appropriate barriers, installation of warning signs, and other methods in consultation with the State.
- E. The Licensee shall routinely inspect for erosion that may develop during the term of the license. Areas of erosion shall be stabilized by the Licensee.
- F. If a disturbed area cannot be stabilized with vegetation before September 15 in the year that the utility was installed, the Licensee shall submit a written site stabilization plan to the State for approval. This plan shall describe erosion control, mulching, dormant seeding and monitoring. Seeding shall occur as soon as soil conditions are suitable.
- G. Excavated materials shall not be deposited or stored alongside public water in a manner where the materials can be redeposited into the public water by reasonably expected high water or storm run-off.

4. Herbicides and Pesticides.

- A. The Licensee must request and obtain written permission to apply herbicides or pesticides to state waters from the State prior to treatment. This request shall consist of (1) a map identifying proposed treatment areas and (2) a description of the proposed treatment plan, including target species, herbicide or pesticide name, rate of application, a description of application method, and beginning and end dates. All applications must be according to label regulations and as otherwise specified by the State. The Licensee shall not apply pesticides that are restricted for use on certified state forest land administered by the State.
- B. The Licensee must submit annual reports detailing herbicide or pesticide application on areas covered under the license. The report must include the dates, acres, location expressed as quarter-quarter section, township and range, herbicide or pesticide used, target species, and such other information as may be reasonably required by the State for the purpose of verifying herbicide or pesticide use.
- C. The Licensee shall post all places commonly used by the public for access along the utility corridors treated with herbicides or pesticides.

5. Invasive Species.

- A. The Licensee shall inspect all state water crossings for the presence of invasive species and noxious weeds prior to commencing clearing activities and take action to prevent their spread. For installation of the utility line, the State will identify on a map the known infested sites to be avoided. For maintenance and operation, the Licensee is responsible for obtaining updated information on known infested sites.
- B. If the State or the Licensee discover additional invasive species infestation areas on state water crossings during construction, the Licensee shall immediately take action to prevent spread from the newly discovered infested area and then consult with the State on a resolution.
- C. The Licensee shall prevent invasive species from entering into or spreading within state water crossing by cleaning equipment and clothing prior to arriving at the license area. The Licensee shall legally dispose of material cleaned from equipment and clothing at a location offsite and the materials must be secured prior to transport to avoid dispersal.
- D. Whenever possible, parking, staging areas and travel routes shall not be within known infested sites. Where there are multiple state water crossings and at least one contains invasive species, the Licensee shall to the extent practicable start work at the site with the fewest number of invasive plants, leaving the most heavily

infested sites to last. The Licensee shall make every effort to schedule operations and site visits to avoid the spread of weed seed.

- E. The Licensee shall continue to control invasive species on state water crossings for the terms of the license using methods approved by the State.

6. Crossing of State Trail.

- A. The location of any crossing of a state trail must be approved in advance by the State. The State may provide written instructions as to specific construction standards to be followed for the crossing of the state trail.
- B. Utility installation and maintenance activities shall be conducted in a manner so as to minimize disturbance of state trail use and to separate the public from work areas. The Licensee must provide signs to warn state trail users of construction hazards.
- C. The Licensee is responsible for repairing any damage to the state trail in a manner satisfactory to the State.
- D. For maintenance and operations, prior approval must be obtained from the State for the cutting or trimming of trees within the state trail right-of-way.
- E. The Licensee may not close the state trail right-of-way without the prior written approval of the State.

7. Maintenance, operations and repairs.

- A. The Licensee must keep the premises in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon.
- B. After initial installation, no merchantable timber shall be cut, used, removed or destroyed by the Licensee without first contacting the State at least 60 days in advance to determine if a timber payment is needed. Slash material on state water crossings must be disposed of within 30 days of maintenance activities.
- C. Emergency repairs and replacements may be made without prior notification to the State by the Licensee according to conditions and standards prescribed by Minnesota Rules, Chapter 6135 and the method of installation identified in this license. The Licensee shall notify the State of this activity as soon as practicable.
- D. The Licensee shall employ appropriate erosion and sedimentation measures at the site during any emergency repairs. The State must approve plans for restoration of the site after the emergency repairs are conducted.
- E. Other than the herbicide or pesticide application reporting as provided in paragraph 4, the Licensee shall notify the State of the extent and method of any routine maintenance and the proposed schedule. The notification must be in writing and must be provided either annually or at least 20 days prior to commencing any routine maintenance work on state water crossings subject to this license. The Licensee shall include a specific description of the proposed maintenance activities including location, clearing methods, erosion and sedimentation control measures, removal of merchantable timber, revegetation plans, and plans for preventing the spread of invasive species. The Licensee may commence any routine maintenance work unless notified to the contrary by the State within 20 days after the State's receipt of the maintenance plan. The State may require the Licensee to adjust its maintenance plans due to natural resource management concerns.

- 8. **State inspection.** The project hereunder shall at all times during and after construction be subject to inspection by the State and for that purpose the Licensee shall grant access to the premises at all reasonable times.

- 9. **Compliance with laws.** The Licensee shall comply with all federal, state and local laws and regulations, including municipal ordinances, affecting said lands or the area in which they are situated.

- 10. **Taxes and assessments.** The Licensee will pay when due all taxes and assessments levied against said waters or any improvements owned, used, or controlled by the Licensee, provided that the taxes or assessments are imposed due to this license.

- 11. **Enforcement.** No delay by the State in enforcing any of the conditions of this license shall operate as a waiver of any of its rights.

- 12. **Liability.** This license is permissive only. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents, or employees, officially or personally, on account of the granting of the license or on account of any damage to any person or property resulting from any act or omission of the Licensee or any of its agents, employees, or contractors relating to any license matter. This license shall not be construed as estopping or limiting any legal claims or right of action of any person against the Licensee, its agents, employees, or contractors for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the Licensee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law. The Licensee shall indemnify and hold

harmless the State from all claims arising out of the Licensee's use of the above described lands whether such claims are asserted by civil action or otherwise.

13. Termination and cancellation.

- A. At the end of the license period and if both parties wish to renew, the renewal fee will be determined by the State.
- B. This license shall be cancelable upon reasonable notice by the State for violation of any of its terms, or if at any time its continuance will conflict with a public use of the land over or upon which it is granted, or for any other reason. Licensee shall ensure that Licensee's employees, agents and contractors have received and thoroughly understand all conditions of this license.
- C. Unless otherwise authorized by the State, upon the surrender, expiration or cancellation of this license, the Licensee shall remove from the above described lands all the utility lines and related structures owned by it. If Licensee does not remove such lines or related structures, all such lines or structures remaining shall become the property of the State, to be used or disposed of as the State elects. If the State requires the Licensee to remove utility lines and related structures and Licensee fails to do so, the Licensee agrees to pay the State for the costs of removing and disposing of such lines or structures.

14. Assignment or transfer. The Licensee shall not without the State's prior written consent: a) assign, convey or otherwise transfer this license or any interest under it; b) sublet the license corridor or any part thereof; or c) permit the use or occupancy of the license corridor or any part thereof by anyone other than the Licensee. This license shall extend to, and bind the successors, heirs, legal representatives and assigns of the Licensee, if any. The State may require a party who has requested to sublet, use or occupy the license corridor to obtain a separate license from the State prior to occupying or using the license corridor.

15. Reports. The Licensee must submit reports on herbicide and pesticide use as provided in paragraph 4 and maintenance and repair work as provided in paragraph 7.

16. Contacts. The contact for the State is the Regional Lands and Minerals Manager, who is at the time of license issuance Joe Rokala at 218-328-8923. Any questions about this license shall be directed to the Regional Lands and Minerals Manager. The Regional Lands and Minerals Manager may direct the Licensee to contact additional State staff for reviews and approvals.

17. Special provisions. This license is subject to the SPECIAL PROVISIONS attached hereto. None.

ACCEPTED AND ACKNOWLEDGED

CITY OF LAKEVILLE
Licensee

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By _____

By _____
Regional Manager
Lands and Minerals Division

Name _____

Date _____

Title _____

Date _____

Form approved by Lands and Minerals Division, DNR, March 5, 2015.

Central Region
Division of Lands and Minerals
1200 Warner Rd
St Paul, MN 55106

September 23, 2025

Paul Oeheme
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

RE: License # UWAT014338
Legal Description: Covering certain public water in Dakota County
Company Project No. 32961 - LOGIS

Dear Licensee:

Attached is a copy of the above license for execution by your company. The application is not included in this mailing but will be made a part of the final license when completed. The license is for a 50-year period commencing on October 1, 2025. A fee of \$124.00 is payable upon return of this license. You are required to comply with the terms of the license including certain construction procedures.

Please have the license signed by an officer of your company, with the officer's title listed beneath his or her signature. If it is signed by a person who is not an officer of the company, please provide a copy of the power of attorney or board resolution which authorized this person to sign on behalf of the company. You can sign with a certified digital or wet signature and email or mail it to me at our office for execution by the State. Do not write on the license or alter it in any way.

Issuance of this license to cross Public Waters does not imply authorization to cross State Lands. A separate license must be obtained to cross State Lands.

Please mail your check directly to our office at **Minnesota Department of Natural Resources, attention Lands and Minerals, 1200 Warner Road, St. Paul, MN 55106. Enclose payment of \$124.00 made payable to the Department of Natural Resources.** Payment is for the term of the license. The executed license with application and attachments will be sent to you for your files within 2-3 weeks.

Please contact me 10 days prior to installation and within 10 days following completion of licensed work. Once construction is completed, please send me the "as-built survey," if one is available, for the crossings incorporated under this license. If you have any questions, please contact me at 507-233-1254 or Stacy.Bratsch@state.mn.us. Thank you.

Sincerely,



Stacy Bratsch
Realty Specialist

Attachment(s)

cc: Army Corps of Engineers
Kaitlyn Henderson, I&S Group, 115 East Hickory Street, Suite 300, Mankato, MN 56001



Date: 10/6/2025

Amend the 2025 General Fund and Building Fund Budgets

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Resolution Amending the 2025 General Fund and Building Fund Budgets.

Overview

The City's October 2024 software transition to BS&A enabled staff to better categorize revenue items by department and identify areas where expenditure accounts required adjustment. As a result, many of the budget amendments outlined in Exhibit A are reclassifications that net to zero and serve to clean up and align the budget more accurately.

Additionally, the use of remaining 2023 Public Safety funds – totaling \$1,850,000 – for the purchase of land for the new Fire Station #5 was approved by Council on June 2, 2025 (Resolution 25-082). This amendment reflects the transfer of those funds from the General Fund to the Building Fund.

The actual State Aid amounts for Fire and Police were received on October 1, 2025. Budget amendments have been made to reflect the increased revenues and expenditures accordingly.

These amendments ensure continued compliance with the City's financial policies and provide a more accurate representation of operating revenues and expenditures.

Supporting Information

1. Resolution Amending 2025 General-Building Fund Budgets
2. 2025 Budget Amendment Rpt_Exhibit A

Financial Impact: \$ 80,240 Budgeted: No Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE
RESOLUTION NO. _____

Resolution Amending the 2025 General Fund and Building Fund Budgets

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

1. The 2025 budgets for the General Fund and Building Fund are hereby amended for the fiscal year ending December 31, 2025 as per Exhibit A, as attached hereto.

ADOPTED by the Lakeville City Council this 6th day of October, 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

					CHANGE TO BUDGET INCRS(DECRS)
GL Number	Category	POST DATE	REF #	DESCRIPTION	
1000.1000.4256	Rev - Intergovt'l	7/1/2025	00002398	FEDERAL TRAFFIC SAFETY GRANT- TO PD	(15,000)
1000.1220.4256	Rev - Intergovt'l	7/1/2025	00002398	FEDERAL TRAFFIC SAFETY GRANT- TO PD	15,000
1000.1000.4256	Rev - Intergovt'l	7/1/2025	00002398	FEDERAL SAFER GRANT- TO FD	(1,515,436)
1000.1310.4256	Rev - Intergovt'l	7/1/2025	00002398	FEDERAL SAFER GRANT- TO FD	1,515,436
1000.1000.4256	Rev - Intergovt'l	7/1/2025	00002398	FEDERAL DOJ VEST GRANT- TO PD	(6,000)
1000.1220.4256	Rev - Intergovt'l	7/1/2025	00002398	FEDERAL DOJ VEST GRANT- TO PD	6,000
1000.1000.4256	Rev - Intergovt'l	7/1/2025	00002398	CDBG- DARTS SENIOR BUSING SERVICES TO CD	(35,000)
1000.1105.4256	Rev - Intergovt'l	7/1/2025	00002398	CDBG- DARTS SENIOR BUSING SERVICES TO CD	35,000
1000.1000.4256	Rev - Intergovt'l	7/1/2025	00002398	CDBG- SENIOR CHORES TO CD	(5,000)
1000.1105.4256	Rev - Intergovt'l	7/1/2025	00002398	CDBG- SENIOR CHORES TO CD	5,000
1000.1000.4256	Rev - Intergovt'l	7/1/2025	00002398	CDBG- DOWNTOWN DEV GRANT TO CD	(15,000)
1000.1105.4256	Rev - Intergovt'l	7/1/2025	00002398	CDBG- DOWNTOWN DEV GRANT TO CD	15,000
1000.1000.4280	Rev - Intergovt'l	7/1/2025	00002398	STATE FIRE TRAINING GRANT- TO FD	(25,000)
1000.1300.4280	Rev - Intergovt'l	7/1/2025	00002398	STATE FIRE TRAINING GRANT- TO FD	25,000
1000.1000.4280	Rev - Intergovt'l	7/1/2025	00002398	FORESTRY-SHADE TREE GRANT- TO 1455	(113,000)
1000.1455.4230	Rev - Intergovt'l	7/1/2025	00002398	FORESTRY-SHADE TREE GRANT- TO 1455	113,000
1000.1200.4259	Rev - Intergovt'l	7/1/2025	00002398	CADET OFFICER ICPOET GRANT- TO PD	(100,000)
1000.1244.4259	Rev - Intergovt'l	7/1/2025	00002398	CADET OFFICER ICPOET GRANT- TO PD	100,000
BA # 2398 Subtotal					0
1000.1000.5020	Rev - Misc	7/1/2025	00002399	MANUFACTURER EVENT DONATIONS- TO 1105	(2,000)
1000.1000.5020	Rev - Misc	7/1/2025	00002399	COMM. ENGAGEMENT DONATIONS TO 1200	(20,000)
1000.1000.5020	Rev - Misc	7/1/2025	00002399	FIRE RESCUE EQUIPMENT/OTHER- TO 1300	(5,000)
1000.1105.5020	Rev - Misc	7/1/2025	00002399	MANUFACTURER EVENT DONATIONS- TO 1105	2,000
1000.1200.5020	Rev - Misc	7/1/2025	00002399	COMM. ENGAGEMENT DONATIONS TO 1200	20,000
1000.1300.5020	Rev - Misc	7/1/2025	00002399	FIRE RESCUE EQUIPMENT/OTHER- TO 1300	5,000
BA # 2399 Subtotal					0
1000.1005.6310	Exp - Other Chrgs	1/1/2025	00002454	BUDGET AMENDS RECLASS W/SAME DEPT	(4,300)
1000.1005.6352	Exp - Other Chrgs	1/1/2025	00002454	BUDGET AMENDS RECLASS W/SAME DEPT	750
1000.1005.6353	Exp - Other Chrgs	1/1/2025	00002454	BUDGET AMENDS RECLASS W/SAME DEPT	750
1000.1005.6354	Exp - Other Chrgs	1/1/2025	00002454	BUDGET AMENDS RECLASS W/SAME DEPT	750
1000.1005.6355	Exp - Other Chrgs	1/1/2025	00002454	BUDGET AMENDS RECLASS W/SAME DEPT	1,300
1000.1005.6357	Exp - Other Chrgs	1/1/2025	00002454	BUDGET AMENDS RECLASS W/SAME DEPT	750
BA # 2454 Subtotal					0
1000.1000.7413	Exp (Gen) Trsfr Out	6/2/2025	00002588	RES 25-082 CP25-18 ROW 2025-06-02	1,850,000
4000.4025.5410	Rev (Bldg) Trsfr In	6/2/2025	00002588	RES 25-082 CP25-18 ROW 2025-06-02	(1,850,000) *
BA # 2588 Subtotal					0
1000.1090.6210	Exp - Other Chrgs	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	4,988
1000.1050.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(105)
1000.1070.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(35)
1000.1080.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(280)
1000.1085.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(140)
1000.1090.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(175)
1000.1105.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(210)
1000.1120.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(408)
1000.1130.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(105)
1000.1200.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(105)

1000.1210.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(385)
1000.1222.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(35)
1000.1225.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(70)
1000.1300.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(578)
1000.1310.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(234)
1000.1400.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(175)
1000.1410.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(105)
1000.1440.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(175)
1000.1455.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(70)
1000.1590.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(863)
1000.1690.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(630)
1000.1700.6057	Exp - Personnel	9/29/2025	00002820	2025 FSA PLAN TO HR PROF SVCS	(105)
BA # 2820-A Subtotal					0
1000.1200.4231	Rev - Intergovt'l	9/29/2025	00002820	UPDATE FIRE & PD STATE AID	(96,176) *
1000.1305.4233	Rev - Intergovt'l	9/29/2025	00002820	UPDATE FIRE & PD STATE AID	(99,370) *
1000.1305.6045	Exp - FRA Contrb	9/29/2025	00002820	UPDATE FIRE & PD STATE AID	113,906
1000.1305.6210	Exp - Other Chrgs	9/29/2025	00002820	UPDATE FIRE & PD STATE AID	1,400
BA # 2820-B Subtotal					(80,240)

* Note - these are Increases to the budget line items



Date: 10/6/2025

**Resolution Authorizing Temporary Closing of City Streets for the Downtown Lakeville
Boo (DLBoo) Event**

Proposed Action

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

Overview

The Downtown Lakeville Business Association has partnered with Lakeville Parks & Recreation to host a trick-or-treating event at the local downtown businesses along Holyoke.

The resolution authorizes temporarily closing Holyoke Avenue between 207th Street to 209th Street in downtown Lakeville. See the attached location map. No parking signs will be placed on Friday, October 24, 2025, so that cars are not parked on Holyoke when the barricades go up.

Supporting Information

1. Exhibit A -2025 DLBoo Street Closure Resolution
2. DLBoo Map

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

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING TEMPORARY CLOSING OF CITY STREETS FOR
THE DOWNTOWN LAKEVILLE BOO (DLBOO) EVENT**

BE IT RESOLVED that the city streets listed on the attached Exhibit A shall be temporarily closed by the Lakeville Street and Police Departments for the DLBoo event on Saturday, October 25, 2025; and

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

APPROVED this 6th day of October 2025.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

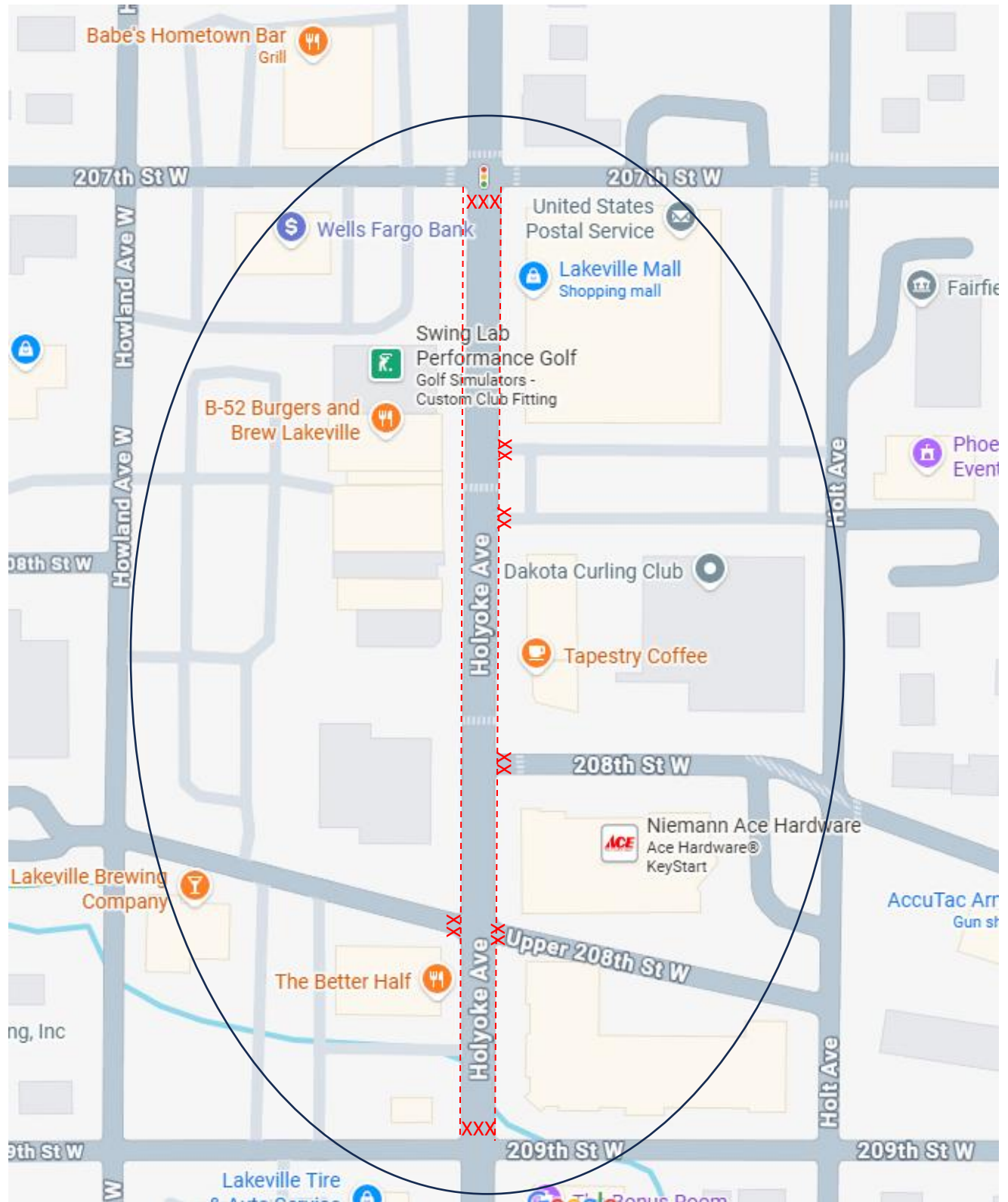
ATTEST:

Ann Orlofsky, City Clerk

Exhibit A

STREET CLOSURE:	DATE:	TIME:	DLBoo Event:
HOLYOKE AVENUE Upper 207 th St to 209 th St	October 24, 2025 (Friday) – October 25, 2025 (Saturday))	5:00 p.m. until 5:00 p.m.	Trick-or-Treating on Holyoke Avenue

DLBoo Event Map



XXX Barricades

----- Closure of Holyoke Ave



Date: 10/6/2025

Master Agreement with Lakeville Lacrosse for Facility Use

Proposed Action

Staff recommends adoption of the following motion: Move to approve Master Agreement with Lakeville Lacrosse Association (LAA) for Facility Use.

Overview

The construction of Grand Prairie Park was approved as part of the November 2021 Park Bond Referendum. The future park was identified as a potential spot for LAA to have consistent access to fields for their usage. During the planning and design phase, staff consulted with representatives of their organization to incorporate amenities at Grand Prairie Park that would meet their usage needs. In addition to the multi-purpose athletic decks, a 12' by 32' practice wall and 10' by 20' storage garage will be located at the park for LAA usage. LAA agreed to donate \$61,000 towards the construction and installation of these amenities that will be paid over the course of the next five years.

While this master agreement will apply to all aspects of LAA's usage of Grand Prairie Park, it will also encompass the usage of Aronson, Cedar Crossing, Quigley-Sime, and Spyglass Parks. Representatives from LAA and city staff have met to discuss the attached agreement and recognize the mutual benefit of repealing any past agreements and executing an all-encompassing agreement for LAA's usage of city park fields and facilities.

Supporting Information

1. Master Agreement with Lakeville Lacrosse Association

Financial Impact: \$61,000 Budgeted: No Source: Donations Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Susan Johnson, Recreation Manager

MASTER AGREEMENT

MASTER AGREEMENT ("Agreement") made this 6th day of October 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and the **LAKEVILLE LACROSSE ASSOCIATION, INC.**, a Minnesota non-profit corporation (the "LLA").

RECITALS

A. The City owns and operates the following parks that include rectangle fields used for lacrosse ("Fields") used by LLA for its programs, including but not limited to:

Aronson Park
Cedar Crossing Park
Quigley Sime Park
Grand Prairie Park
Spyglass Park

Collectively referred to herein as "Parks."

B. The parties desire to enter into this Master Agreement to provide terms related to LLA's financial contributions and use of the Fields within the Parks.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. LLA PAYMENTS.

A. LLA agrees to pay \$61,000.00 to the City for the installation of a 12' X 32' practice wall and a 10' X 20' storage garage at Grand Prairie Park. This amount will be paid back in 5 years with a yearly payment of \$12,200. The first payment will be in October 2025. The City will invoice LLA each year.

2. OWNERSHIP.

A. The Parks and any improvements within the Parks 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 LLA under the terms of this Agreement. The City is not transferring control of the Parks, Fields, or Upgrades by entering into this Agreement.

3. FACILITY AND FIELD RESERVATIONS

A. Designated Representative. LLA shall appoint a designated representative to manage overall scheduling of LLA league games, tournaments and camps ("LLA Events"). The

designated representative will be responsible for submitting a master game/tournament/camp schedule ("LLA Event Scheduled") to the City for Field reservations.

B. Reservations. Reservations of Fields by LLA for LLA Events are subject to the following:

1. LLA reservations will be taken in order of the Group Priority established in the City's Policy on use of Fields.
2. Submittal by LLA of field requests does not grant a permit or confirmation to conduct an LLA Event at a Park Field.
3. All requests for Fields must be submitted by the City's published deadlines for Field requests and reviewed by the City for approval. City deadlines for Field requests will be established annually according to the activity season. These deadlines are sent via email to all returning field users and published on the City's website.
4. Field permits issued by the City for LLA Events are not transferable or assignable.
5. LLA must promptly notify Lakeville Park and Recreation staff and receive approval by the City of any schedule changes or changes in fields, to allow other users to reserve fields not used by LLA.
6. The City reserves the right to cancel or relocate an LLA event due to poor weather conditions or adverse property conditions to protect the fields.
7. A field permit issued by the City does not grant LLA with any property rights to the Parks including but not limited to any possessory rights or rights to restrict access and use of any member of the general public on Park property.
8. LLA shall take all reasonable actions to protect the fields from excessive wear caused by heavy use or extreme weather conditions (drought, heavy rains).
9. LLA will be responsible for any additional services requested or required for their usage of fields, such as, but not limited to, portable toilets or extra trash cans.

C. Tournaments. LLA may schedule tournaments for City resident and non-resident teams, subject to the terms of this Agreement. Tournament requests must be submitted with LLA Event Schedule by the City deadline for field requests.

1. Each LLA Tournament may last no more than four consecutive days.

D. LLA Camps. LLA may facilitate camps for LLA on Fields at Parks. Camps may only be attended by athletes registered to play for LLA. The City reserves the right to request participant rosters from LLA at its discretion. LLA shall provide resident and non-resident percentages for LLA Camps upon request by the City, together with any supporting documentation.

4. GARAGE ACCESS.

A. LLA will have access to the storage garage during regular park hours. During the winter months when snow has accumulated, LLA can have access with a 7-day notice. LLA cannot plow the parking lot to gain access. LLA may need to shovel around the building to gain access.

5. FEES.

A. LLA Scheduled Events. Except as otherwise provided under this Section 4, the City agrees to waive field and rental fees outlined in the Lakeville Parks and Recreation Fee Schedule for LLA Events during the term of this Agreement.

B. LLA Camps. LLA shall pay fees as provided in the Lakeville Parks and Recreation Fee Schedule.

C. LLA Youth Athletic Association. The Youth Athletic Association Participation Fee, which is specified in the Lakeville Parks and Recreation Fee Schedule will not be waived by the City.

D. Parking. LLA may not charge parking fees for any LLA scheduled events, except by separate written agreement with the City which agreement may require a reimbursement to the City of a portion of the parking fee.

E. Damage to Fields.

1. LLA shall not be responsible for damage to Fields or facilities within the Parks that may occur from normal wear and tear.

2. Damage to Fields or facilities within the Parks that occurs as a result of intentional or negligent treatment during use or maintenance by LLA, its officers, employees, members, agents, volunteers, participants, or invitees may be subject to the following, as determined by the City Park Director:

a. LLA required attendance at a maintenance/best practices meeting for field/facility prior to further use by LLA of the Field or facility within the Parks.

b. Reduction in allowed LLA reservations for a Field or facility within the Parks.

c. Reimbursement for damages prior to future use by LLA of the Parks.

d. Cancellation of LLA remaining Field reservations within the Parks.

6. VEHICLES/PARKING

A. Unless expressly provided in a permit, all motorized vehicles, including Golf carts, UTV's and other recreational vehicles are prohibited within the Parks, including park trails and

parkways designated for public transportation. This prohibition shall not apply to the use of motorized wheelchairs and scooters by handicapped individuals.

B. Any vehicle pass that has been provided to LLA must be clearly displayed on the dashboard of each vehicle in the designated area. Any vehicles not properly displaying the appropriate vehicle pass are prohibited any may result in the issuance of a warning and/or citation and/or towed from City property.

7. DECOMMISSIONING. The Parks or any improvements contained within the Parks, may be decommissioned with a 30 day notice based on the City's determination that the Upgrades have reached the end of their useful life or required repairs become financially burdensome to the City or the City determines that a Park is needed for another public use.

8. MISCELLANEOUS.

A. Access to the Parks and the facilities located within the Parks access may only be provided by the Lakeville Parks and Recreation Department. LLA may not allow others to use LLA access to the Parks and the facilities located within the Parks.

B. LLA's use of the Parks is limited to the hours that the Parks are opened as designated by the City.

C. LLA shall obtain and keep in force during the term of this Agreement the insurance required by the City for rental of the Parks and Fields.

9. 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 LLA: Lakeville Lacrosse Association, Inc.
 17723 Hillwood 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.

10. COMPLIANCE WITH LAWS. LLA shall comply with all federal, state and local laws and City policies in connection with its use of the Parks as provided under this Agreement.

11. INDEMNIFICATION. Except as otherwise provided under the Master Agreement, LLA and the City (collectively, the “Parties”) each agree to defend, indemnify and hold harmless the other, including their respective employees, agents, officers, contractors, members, volunteers, invitees, and visitors (“Representatives”), from and 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) arising out of or related to:

- Injury, death, disability or illness of any person;
- Damage to or loss of property;
- Any alleged or actual infringement of intellectual property rights (including copyrights and trademarks);

To the extent caused by the acts, omissions, operations, negligence or misconduct of the indemnifying Party or its Representatives in connection with activities on or about the City owned property known as GPP.

Notwithstanding the foregoing, the City’s liability shall be governed and limited by the provisions of Minnesota Statutes, Chapter 466 and other applicable law.

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

13. AUDITS. Under Minnesota Statutes § 16C.05, subdivision 5, LLA’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.

14. GOVERNMENT DATA PRACTICES. LLA 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 LLA or the City.

15. 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 LLA.

16. 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.

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

18. 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.

19. TERM; TERMINATION.

A. Except as otherwise provided in this Agreement, this Agreement shall terminate on October 6th, 2035, unless otherwise extended or amended by the parties.

B. This Agreement may be terminated by either party in the event of a material breach by the other party upon 30 days' notice to the other party.

20. ENTIRE AGREEMENT. This Agreement, and any documents referenced or incorporated herein, represent the entire integrated agreement between LLA 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 LACROSSE
ASSOCIATION, INC.**

By:  15 SEP 2025

Name: Christopher Ward

Its: LAKEVILLE LACROSSE ASSOCIATION
PRESIDENT



Date: 10/6/2025

Contract with Action Target to Supply Tactical Wall System for the FiRST Center

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Action Target to supply the tactical wall system for the FiRST Center.

Overview

The FiRST Center includes training space for the installation of a tactical wall system for use by public safety personnel. The tactical wall system includes movable walls and partitions that can be used to create multiple scenarios for training in various situations depending on the needs of the user. The city, with the help of LAD Architects and RJM Construction, prepared plans and specifications that were sent out to several vendors to obtain bids to supply the tactical wall panel system. Action Target and Mobile Police Training Structures submitted bids in response to the request.

Action Target was the only respondent to provide a complete bid bond and responsible contractor form as required by the RFP. Action Target's bid also included a 3-year warranty and a full day of training in how to install and modify their system as needed.

Staff recommends approval of a contract with Action Target to supply the tactical wall system for the FiRST Center at a cost of \$177,525.

Supporting Information

1. (1) Action Target Proposal
2. (2) Action Target Contract

Financial Impact: \$177,525 Budgeted: Yes Source: FiRST Center Project Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Allyn Kuennen, Assistant City Administrator

SECTION 004100 – BID FORM FOR BID CATEGORIES ONLY

PROJECT IDENTIFICATION: A portion or portions of work described as
City of Lakeville FIRST Center – Bid Package #3 with the project documents provided by **Leo A Daly Architects**

BID TO: LAKEVILLE CITY HALL
20195 HOLYOKE AVENUE
LAKEVILLE, MN 55044
ATTN: ALLYN KUENNEN – ASSISTANT CITY ADMINISTRATOR

DELIVERED TO: RJM Construction's Building Connected Site

BID FROM: ACTION TARGET INC.
(Trade Contractor must enter full company name)

BID IDENTIFICATION: The Bidder agrees to perform all of the work for the following bid category:

BID CATEGORY NUMBER(S)

BID PACKAGE #3 - IIB - TACTICAL WALLS
(for bid category description - refer to Section 011150)
(for combined bids, list all Bid Categories bid)

1. The undersigned bidder agrees, if this bid is accepted, to enter into an agreement with The City of Lakeville in the form included in the Bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents as prepared by **Leo A Daly Architects** for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the Contract Documents.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the agreement that:
 - a. The Bid will remain subject to acceptance for 90 days after the day of the Bid opening:
 - b. The OWNER has the right to reject this, or any or all bids and to waive any informality or irregularity in any bid received:
 - c. Bidder accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security:
 - d. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of OWNER'S Notice of Award:
 - e. BIDDER has examined copies of all the Bidding Documents:
 - f. BIDDER has visited the site and has become familiar with the general, local and site conditions:

- g. BIDDER is familiar with federal, state, and local laws and regulations:
- h. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports, and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents:
- i. This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited another BIDDER to submit a false or sham Bid: BIDDER has not solicited or induced a person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER:
- j. BIDDER is satisfied as to all the quantities and conditions, and understands that in signing this Bid that all right to plead any misunderstanding regarding the same is waived:
- k. **Bid forms containing alterations, additions, deletions or qualifications are subject to rejection as non-responsive:**
- l. BIDDER has received the following Addenda, receipt of which is hereby acknowledged and has incorporated the requirements of the addenda in the Bid:
- | | |
|-----------------------|----------------------|
| Addendum No. <u>1</u> | Dated <u>8/26/25</u> |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
- m. Bid includes equipment, machinery, equipment rental, transportation, superintendent, and performance of all work, provide all services, and to construct all work in the Bid Category stated above and for the bid amount as stated below. The bid amount is to cover all costs incurred in performing the Work as required for that bid category under the Contract Documents of which this Bid Form is a part.
- n. Bidder has included **Responsible Contractor Verification and Certification of Compliance (ref. Section 004115)**
- o. **Combined Bids:** Bidders must submit separate individual bids for each bid category identified within their combined bid. Combined bids may not be considered if separate bids for each bid category have not been submitted by the bidding contractor. Each separate bid or combined bid must appear alone on a bid form and be submitted in a separate envelope.
3. The undersigned agrees to perform all work identified in the contract documents for the total price listed below. The amount shall be shown in both words and figures. In case of

discrepancy, the amount shown in words shall govern.

BASE BID:

BIDDER will complete the Work in accordance with the Contract Documents for the following price(s): **LUMP SUM BASE BID PRICE:**

ONE HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED AND TWENTY FIVE DOLLARS
(state amount using words)

\$ 177,525.00

(state amount using figures)

4. The bidder agrees, if awarded the Contract and given prompt Notice to Proceed, to substantially complete the Work of the Contract, subject to the provisions of the Contract Documents, in accordance with the Project Construction Schedule.
5. The following documents are attached to and made a condition of this Bid:
 - (a) Required Bid Security in the form of SURETY BOND (Surety bond, certified check, or bank cashier's check)
 - (b) Required BIDDER'S Qualification Statement with supporting data (if req.)
6. Should this bid proposal be accepted, I/we agree to furnish a performance bond and labor & material bond as specified.
7. Upon review and acceptance of this bid by the **City of Lakeville, MN**, The Bidder agrees to promptly enter into a contract with the **City of Lakeville, MN** for the specified work.

SUBMITTED on 8/29/2025, 2024

THE UNDERSIGNED operates as a:

☐ Sole Owner

☐ Partnership

☒ Corporation, incorporated in the State of Danmark

☐ Other (specify)

LEGAL NAME OF PERSON, FIRM OR CORPORATION:

Name ACTION TARGET INC.

Address 3411 SOUTH MOUNTAIN VISTA PARKWAY

RJM Construction
Golden Valley, Minnesota

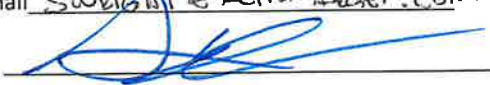
CITY OF LAKEVILLE FIRST CENTER
LAKVEVILLE, MN

Provo, Utah 84606

Phone 801-377-8033

FAX _____

Email SWEIGHT@ACTIONTODAY.COM

By  Title CFO

By _____ Title _____

By _____ Title _____

SECTION 004115
RESPONSIBLE CONTRACTOR VERIFICATION

AFFIDAVIT OF RESPONSIBLE CONTRACTOR

State of Minnesota)
) SS
County of Dakota)

I hereby swear (or affirm) under the penalty for perjury at the time of submitting a
prime contractor bid for the City of Lakeville FiRST Center project to the City of Lakeville:

1. That I am a contractor within the meaning of MINN. STAT. § 16C.285, subd 1(c);
2. That I am in compliance with worker's compensation and unemployment insurance requirements;
3. That I am currently registered with the Department of Revenue and the Department of Employment and Economic Development;
4. That I have a valid Federal Tax Identification Number;
5. That if I am a foreign corporation or cooperative, I have filed a Certificate of Authority to transact business in Minnesota with the Secretary of State;
6. That I am in compliance with and since July 1, 2014 or a three-year period before submitting this verification, whichever is shorter ("Applicable Period"), have not violated Minn. Stat. §§ 177.24, 177.25, 177.41 – 177.44, 181.13, 181.14 or 181.722, and have not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the Applicable Period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the Applicable Period;
 - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;

- iii. Has been issued at least two determination letters within the Applicable Period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to Minn. Stat. § 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.
7. That I am in compliance with and, during the Applicable Period before submitting the verification, have not violated Minn. Stat. § 181.723 or Minn. Stat. Ch. 326B. For purposes of this clause, a violation occurs when a contractor has been issued a final administrative or licensing order;
8. That I have not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the Applicable Period before submitting the verification;
9. That I am not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor;
10. That the following consists of a list of first-tier subcontractors that I intend to retain for work on the Project:
- i.
 - ii.
 - iii.
 - iv.
11. That I will submit to the City a supplemental verification under oath confirming compliance with Minn. Stat. § 16C.285, subdivision 3, clause (7) upon being determined the apparent successful prime contractor as a condition precedent to execution of the construction contract with the City for the Project.

Firm (Contractor/Bidder) Name ACTION TARGET

RESPONSIBLE CONTRACTOR VERIFICATION

004115

RJM Construction
Golden Valley, Minnesota

CITY OF LAKEVILLE FIRST CENTER
LAKEVILLE, MN

Signed

(Owner or Officer)

Printed Name by Owner or Officer:

Title:

CEO

MICHAEL BIRCH

Bidder's E.I. Number:

26-2492705

(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941)

Subscribed and sworn to before me this

27

day of

August

2025

(SEAL)

Jennifer Ware

Notary Public



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Action Target, Inc.
3411 S. Mountain Vista Parkway
Provo, UT 84606

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER:

(Name, legal status and address)

City of Lakeville
730 2nd Ave., Ste. 1300
Lakeville, MN 55402

BOND AMOUNT:

Five Percent (5%) of Amount of Bid

PROJECT:

(Name, location or address, and Project number, if any)

Lakeville First Center - TAC Walls Bid - Bid Package #3 Tactical Walls

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

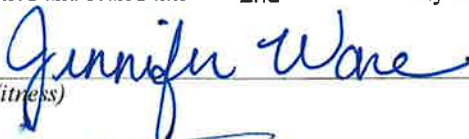
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

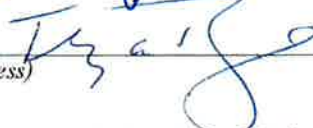
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of September, 2025


(Witness)


(Witness)

Action Target, Inc.
(Contractor as Principal)

(Title) CFO

United States Fire Insurance Company
(Surety)

(Title) J. Michele Burraston, Attorney-in-Fact (Seal)



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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A043070810

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01908

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Philip S. Walter, Judy Parry, Sherry J. Pace, J. Michele Burraston, Michael Zahn

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 13th day of March, 2025.



State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

On this 13th day of March, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of September, 2025



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cflins.com / Claims: SuretyClaimsSupport@cflins.com

Action Target Inc.

3411 S Mountain Vista Parkway Provo, UT 84606

Company Experience:

Action Target Inc is a privately owned business headquartered about 40 miles south of Salt Lake City in Provo, Utah. As a world leader in indoor and outdoor shooting range technology, **live fire shoot houses**, and range target systems, Action Target has installed thousands of shooting ranges across the United States and in more than 40 other countries around the world. Currently, Action Target sells 4,000 different products and owns more than 40 patents on the systems it designs and manufacturers.

Our primary concern is not just selling you range equipment, but making sure you get the right equipment for your needs. The right equipment must be well engineered, it must be installed properly, and it must function dependably under the harshest conditions. To make sure you get what you need, Action Target works with you every step of the way as your partner. From the initial consultation and design to the final installation, our goal is for you to have the facilities you need to be a successful business owner and/or continue the critical work of firearms training.

Now in its 39th year, Action Target has grown into the largest company of its kind in the world and one of the few companies that engineers, manufactures, and installs all its own products. Because Action Target is so far ahead when it comes to innovation, our products have helped determine the course of modern firearms training and shooting range development. In fact, nearly every major police department and commercial shooting range across the country now trains on Action Target equipment, including the FBI academy, the Los Angeles Police Department, the Orlando Police Department, FBI Fort Dix, the Federal Law Enforcement Training Centers, Frisco Gun Club, Lotus Gun Works, Scottsdale Gun Club, and hundreds of other police departments, commercial/public shooting ranges, and military bases around the world.

Aside from being the number one choice in law enforcement, military, and commercial shooting ranges, Action Target also offers a wide variety of portable steel targets for commercial and professional use including dueling trees, static targets, pepper poppers, torsos, .22 rimfire targets and a whole array of reactive targets. All of Action Target's steel targets are made of through-hardened AR500 or AR550 steel and are engineered to withstand direct hit after direct hit. With unique designs that contain and redirect splatter, Action Target's portable steel targets are designed with the safety of the shooter in mind and guaranteed to last for years.

As the needs of its clients and customers have expanded, Action Target has worked to exceed expectations with the acquisitions of industry leading companies like Mancom and Law Enforcement Targets. With the combined expertise of the best in the business, Action Target promises ingenuity, dependability and innovation going into the future.



BETTER EQUIPPED. BETTER PREPARED.™

3411 S Mountain Vista Pkwy Provo, UT 84606 801.377.8033 801.377.8096 ActionTarget.com

Our People Make the Difference. There is no substitute for passionate, knowledgeable, and skilled people. That's why we've built Action Target around a team of proven executives, skilled engineers and machinists, dedicated sales representatives, and tireless customer service technicians. Our team has the creativity and drive to develop innovative new firearms training technology, the experience to properly apply that technology, and the dedication to provide the best ongoing service and support in the industry.

Even when the project is complete, our relationship continues. Our job is not finished just because your range project is complete. We want to hear from you the following week, or the following year, or anytime you have a question or concern about your range. Our customer service department is always on-call and ready to help you with warranty issues, damaged parts, and anything else you need to keep your range running efficiently and effectively. We stand behind our work, and we stand behind you.



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Projects of Similar Scope

North Metro Regional Training Facility- Maple Grove, MN

Al Freng 763-494-6150 Afreng@maplegrovern.gov

- Tac House Kit #2 (builds up to 800 total sq/ft.)
- Tac House Kit #3 (builds up to 1,000 total sq.)

Original Completion Date: May 02, 2023

Actual Completion Date: May 02, 2023

Original Contract Amount: \$174,995

Actual Contract Amount: \$174,995

Scottsdale Police Department- Scottsdale, AZ

Dan Serbalik 518-701-3389 Dserbalik@scottsdale.gov

- Tac House Kit #3 (builds up to 1,000 total sq/ft.)

Original Completion Date: February 07,
2025

Actual Completion Date: February 07, 2025

Actual Contract Amount: \$117,450

Original Contract Amount: \$117,450

Boca Raton Police Department- Boca Raton, FL

Michael Porter 561-239-1071 Mporter@mboca.us

- Tac House Kit#4 (builds up to 1,600+ total sq/ft.)

Original Completion Date: Dec. 01, 2024

Actual Completion Date: Dec. 01, 2024

Original Contract Amount: \$206,000

Actual Contract Amount: \$206,000

Pasadena Police Department- Pasadena, TX

Mike Huffman 832-250-0781 Mrhuffman@pasadenatx.gov

- Tac House Kit #3 (builds up to 1,000 sq/ft.)
- Tac House Kit #4 (builds up to 1,600 sq/ft.)

Original Completion Date: July 01, 2024

Actual Completion Date: July 01, 2024

Original Contract Amount: \$311,400

Actual Contract Amount: \$311,400

2. Proposed Staff Experience

PRIMARY CONTACTS: Wyatt Davis- wdavis@actiontarget.com

Brian Sanders- brians@actiontarget.com

CONTRACTING: Scott Wright (CFO)- swright@actiontarget.com

ACTION TARGET DESIGN TEAM:

WYATT DAVIS, RANGE CONSULTANT - wdavis@actiontarget.com

Wyatt is Action Target's range consultant for the Midwestern United States. He assists the team by evaluating shooting range needs and providing detailed building requirements, range drawings, and precise budgets for range equipment. Wyatt joined Action Target in 2017 and completes an average of 15 range projects per year. An NRA-certified range safety officer with a LE background. He is a competitive shooter and firearms aficionado. Action Target, OnTarget award recipient.

BRIAN SANDERS, PROJECT MANAGER – brians@actiontarget.com

Brian has managed more than 350 projects representing over \$100 million in revenue during his four-year employment at Action Target. His duties as project manager include overseeing the scope, costs, quality, schedule and installation for each project. Several projects that Brian has managed include ranges installed for the U.S. Military, such as those at the Virginia Military Institute (located in Lexington, VA), Moody AFB (located in Valdosta, GA) and Patrick AFB (located in Cocoa Beach, FL). Each of abovementioned projects were completed on-time, and at or under expected budget costs. Successful management of 350+ projects over 15 years at Action Target. Managed over \$100+ million in project revenues over same time period. Earned awards for top performance (Top Gun, On Target). Proven leadership skills, reliable, team player

NICK KOZENKO, INSTALL MANAGER – nkozenko@actiontarget.com

Nick brings a wealth of experience in overseeing complex projects from conception to completion. With a strong background in construction management and a meticulous attention to detail. He excels in coordinating logistics, managing budgets, and ensuring adherence to safety standards. His leadership skills shine through his ability to motivate teams, solve problems efficiently, and communicate effectively with stakeholders at all levels. Nick is dedicated to delivering high-quality results on time and within budget, making me a valuable asset in the field of firing range installation and management.



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Action Target

Selected Recent Law Enforcement Project Referral List

Includes Action Target estimated contract amounts

Gilbert PD (\$4m)

Gilbert, AZ
Ivan Gelo
480-635-7422
Ivan.gelo@gilbertaz.com

Denton PD (\$2.9m)

Denton, TX
Ofc. Allen Zant
940.349.7979
Allen.zant@cityofdenton.com

St. Petersburg PD (\$1.4m)

St. Petersburg, FL
Sgt. Daniel Cruz
727.893.4964
Daniel.cruz@stpete.org

Sioux Falls PD(\$1.9m)

Sioux Falls, SD
Sgt. Nate Warren
605-978-6865
Nathan.warren@siouxfalls.gov

FASTC - Foreign Security Training Center (\$8.8m)

Blackstone, VA
Chris Graham
434-298-3318
GrahamCS2@state.gov

Portland PD (\$2.1m)

Portland, OR
Josh Faris
503-823-0399
Joshua.faris@portlandoregon.gov

Broward County SO (\$3.3m)

Fort Lauderdale, FL
Lt. Joe Etter
954.831.8145
Joseph_etter@sheriff.org

Smith and Wesson (\$1.8m)

Testing and Training Division
Maryville, TN
John Pliska
413-297-2394
jpliska@smith-wesson.com

Spokane County SO (\$2.9m)

Newman Lake, WA
Rick Johnson, Range MGR
509.481.8686
rkjohnson@spokanesherriff.org

Monroe County SO (\$1m)

Key West, FL
Sgt Tom Hill
305-292-7010
THill@keyssso.net

Fort Worth PD (\$5m)

Fort Worth, TX
Jaimie Malone
817-683-3337
Jaime.malone@fortworthtexas.gov

Goodyear PD (\$1.6m)

Goodyear, AZ
Curtis Mott
623-882-7719
cmott@goodyearaz.gov

Palm Beach Gardens PD

(\$1.8m)
Palm Beach Gardens, FL
Sgt Glenn Wright
561-799-4529
GWright@pbgfl.com

Indianapolis PD (\$2m)

Indianapolis, IN
Chad Gray
317-560-8171
chad.gray@indy.gov

San Mateo CSO (\$4m)

San Mateo, CA
Cpt Mark Duri
650-743-0428
MDuri@smcgov.org

Los Angeles PD (\$2.5m)

Los Angeles, CA
Lt Ray Puettmann
818-832-3712
31519@lapd.online

Washington CSO (\$2m)

Hillsboro, OR
Daniel Muehleck
503-793-0612
daniel_muehleck@co.washington.or.us

Altoona PD (\$1.4m)

Altoona, IA
Cpt Tony Chambers
515.720.4535
TChambers@Altoonapd.com

Chester County Emergency Services (\$2.4m)

Coatesville, PA
Pat Davis
610-344-4619
jpdavis@chesco.org

Prince George County PD (\$6.5m)

Brandywine, MD
Wayne McBride
240-832-0715
wmcbride@co.pg.md.us

Metro Tech Training Center (\$2m)

Oklahoma City, OK
James Weedn
405-990-5502
sojamwee@oklahomacounty.org

Royal Canadian Mounted Police (\$6m)

Chilliwack & Regina
Eric Dyck
604-703-4250
dyck@chilliwack.com

Vortex Edge Training Center (\$3.5m)

Barnevald, WI
Tom Fargo
608-662-4849
tfargo@vortexoptics.com

Charlotte Mecklenburg PD (\$1.5m)

Charlotte, NC
Steve Winterhalter
704-618-3472
swinterhalter@cmpd.org

Michigan State Police (\$2m)

Lansing, MI
Tim Olsen
517-322-1200
Olson5@michigan.gov

Moore Norman Tech Training Center (\$3m)

Norman, OK
Jerry McConnell
405-801-5751
Jerry.mcconnell@mntc.edu

Coming Soon!

- Alamance Community College, NC (\$1.3m)
- Port St Lucie PD, FL (\$3m)
- Cape Coral PD, FL (\$1.6m)
- Fort Lauderdale PD, FL (\$1.5m)
- PA State Police, PA (\$3.5m)
- Kentucky DOCJT (\$3m)
- Scottsdale PD, AZ (\$1.5m)
- Cochise College, AZ (\$1.5m)
- Blackhawk Tech College, WI (\$1.4m)
- Orland Park PD, IL (\$1.4m)
- San Pablo PD, CA (\$1.4m)

3. Project Approach

At Action Target Inc, internal coordination among our departments is fundamental to our success in delivering top-quality shooting range solutions. Our approach begins with close collaboration between our design, engineering, and manufacturing teams. Designers work closely with engineers to ensure that our products not only meet but exceed industry standards for safety and functionality. Once designs are finalized, our manufacturing team takes over, leveraging their expertise to produce high-quality equipment using state-of-the-art processes and materials.

Installation teams are integral to our process, working together with project managers to ensure seamless execution on-site. Coordination with logistics and supply chain departments ensures that materials and equipment are delivered on time and in optimal condition, streamlining the installation process.

Throughout every project phase, our team remains actively engaged, providing ongoing support to clients and addressing any questions or concerns promptly. This integrated approach allows us to maintain high levels of customer satisfaction and ensures that our shooting ranges perform reliably for years to come.

We also emphasize seamless coordination with external trades to ensure that all aspects of the shooting range installation align smoothly and efficiently. This collaborative effort guarantees that our clients receive a comprehensive solution that meets their operational needs while adhering to project timelines and budgetary considerations.

By fostering strong internal departmental coordination and communication, Action Target continues to lead the industry in innovation, reliability, and customer service, reinforcing our commitment to excellence in every aspect of our operations.



4. Schedule Performance

5. Change Order Percentage on Recent Projects

North Metro Regional Training Facility- Maple Grove, MN

Al Freng 763-494-6150 Afreng@maplegrovern.gov

- Tac House Kit #2 (builds up to 800 total sq/ft.)
- Tac House Kit #3 (builds up to 1,000 total sq.)

Original Completion Date: May 02, 2023

Actual Completion Date: May 02, 2023

Original Contract Amount: \$174,995

Actual Contract Amount: \$174,995

Scottsdale Police Department- Scottsdale, AZ

Dan Serbalik 518-701-3389 Dserbalik@scottsdale.gov

- Tac House Kit #3 (builds up to 1,000 total sq/ft.)

Original Completion Date: February 07, 2025

Actual Completion Date: February 07, 2025

Actual Contract Amount: \$117,450

Original Contract Amount: \$117,450

Boca Raton Police Department- Boca Raton, FL

Michael Porter 561-239-1071 Mporter@mboca.us

- Tac House Kit#4 (builds up to 1,600+ total sq/ft.)

Original Completion Date: Dec. 01, 2024

Actual Completion Date: Dec. 01, 2024

Original Contract Amount: \$206,000

Actual Contract Amount: \$206,000

Pasadena Police Department- Pasadena, TX

Mike Huffman 832-250-0781 Mrhuffman@pasadenatx.gov

- Tac House Kit #3 (builds up to 1,000 sq/ft.)
- Tac House Kit #4 (builds up to 1,600 sq/ft.)

Original Completion Date: July 01, 2024

Actual Completion Date: July 01, 2024

Original Contract Amount: \$311,400

Actual Contract Amount: \$311,400

6. Safety

Narrative:

Action Target recognizes that our people drive the business. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. All work conducted by Action Target's employees will consider the intent and severity of this policy. No duty, no matter what its perceived result will be deemed more important than employee's health and safety.

Action Target is committed to the safety of our employees. We will do everything possible to prevent workplace accidents and we are committed to providing a safe working environment for all employees. We value our employees not only as employees but also as human beings critical of the success of their family, the local community, and Action Target. Employees are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty. A key factor in implementing this policy will be strict compliance with all applicable federal, state, local, and company policies and procedures.

Failure to comply with these policies may result in disciplinary actions. With respect to this, Action Target will make every reasonable effort to provide a safe and healthy workplace that is free from any recognized or known potential hazards. Additionally, Action Target subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.
2. Safety and Health controls are a part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds Action Target to a higher standard for our customers, and increases productivity. Therefore, Action Target will comply with all safety and health regulations which apply to the course and scope of operations.
4. The Safety Manager is responsible for providing the safest possible workplace for all Action Target employees and is committed to allocating and providing all the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices and company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions, and assistance from employees where safety and health are concerned.
6. Management and supervisors of Action Target will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace.
7. Management and supervisors will monitor the company's safety and health performance, working environment and conditions to ensure that program objectives are achieved.
8. Our safety program applies to all employees and people affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries. Everyone at Action Target must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries, and we can create a safe and healthy work environment.

Company EMR:

2024: .75

2023: .77

2022: .63

Action Target is happy to supply full report upon request.

ACTION TARGET PROPOSAL



Lakeville- TAC House Kit

Quotation Number: 153236

Prepared by: Wyatt Davis



3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

PRICING TABLES

COMPLETE SHOOTING RANGE EQUIPMENT PACKAGE		Price
TAC House Kit • 100 Wall Panels • 4 Window Panel • 7 Right Swing Door Panels • 7 Left Swing Door Panels • 4 Open Door Panels • 120 Posts • All, Joints & Attachment Hardware • Configurable Layout Ground Freight Tax Service Rep onsite for 1 day training Exclusions: Offloading material onsite, Installation		\$177,525.00
Trusted Partner 3-Year Warranty - Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.		\$0.00
Total		\$177,525.00

TAC HOUSE™

RECONFIGURABLE FORCE-ON-FORCE TRAINING

The Training Ammunition Combat (TAC) House is a non-ballistic training tool for adaptive urban assault, building search and clearing and force-on-force training. Designed for use with simulated ammunition rounds, marking cartridges, or blanks, teams can train with their own converted duty weapons. The TAC House provides a true-to-life training environment with solid walls and real doors. The modular design of the TAC House gives trainers the ability to convert any outdoor or indoor space into a realistic tactical training facility. Interlocking panels provide maximum stability and a precise fit and finish. An outdoor panel option can withstand rain, humidity, and winds up to 40 mph.

Train with Purpose

Ideal for low light, force on force, active shooter, urban assault, mission planning, and walk-through scenarios. Your personnel will be prepared for any challenges they may encounter.

Precise Fit and Finish

Every panel is built to assemble with flush connections and a flat, stable base. This creates a structure that is forgiving on uneven surfaces and withstands heavy wind and intense wall impacts during training.

Easy to Reconfigure

Each structure kit comes with all the necessary components for assembling multiple layouts and floor plans.

- **Fast Assembly:** In only a few hours you can create a new and unique training environment.

- **Easy Setup:** Only a 5/16" hex head wrench is required.

Easy to Deploy

All kits ship on standard double pallets to fit in any container or commercial truck and only require two people for assembly and take down.

Robust Design

The Tac House panels are precisely manufactured from wood and feature a laminated finish for wear protection and long life.

Dynamic Design

The TAC House includes multiple panel designs, including windows and doors, making it easy to setup unique room and house configurations.



LEARN MORE

ActionTarget.com/Products/Tac_House

FEATURES

- Rated for Simulated Ammunition
- Reconfigurable
- Modular
- Robust Design



TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.



LEARN MORE

ActionTarget.com/TrustedPartnerWarranty

CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Line of Fire™
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™



Customer Support

24/7 Support | Remote Access | Inventory | Nation-Wide Reps | 3-Year Warranty

Action Target is always on call to help with warranty issues. Many items are remotely accessible, allowing us to quickly trouble shoot. We also maintain inventory to minimize service time.





AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 24th day of September in the year Two Thousand Twenty-Five.

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

and the Design-Builder:

(Name, legal status, address and other information)

Action Target
3411 S Mountain Vista Pkwy
Provo, UT 84606

for the following Project:

(Name, location and detailed description)

City of Lakeville FiRST Center
7777 214th Street
Lakeville, MN 55044

The Owner and Design-Builder agree as follows.

This Agreement has been entered into pursuant to a best value award process, with the understanding that Owner will assign this Agreement to RJM Construction, LLC which is the Construction Manager at Risk for the Project. Design-Builder expressly consents to such assignment. Upon assignment, RJM Construction, LLC shall assume the obligations of Owner under this Agreement, except as related to hazardous materials, Section 10.3, which obligations shall remain with Owner as well as Owner's insurance obligations pursuant to Section 7.2.10. All indemnification, insurance and warranty obligations of Design-Builder shall continue for the benefit of both Owner and RJM Construction, LLC.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

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User Notes:

(1951746360)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. City of Lakeville FiRST Center Bid Package #3 – September 2, 2025 – Spec 102223. Owner and Design-Builder recognize that Owner does not warrant the plans and specifications of the design documents provided by Owner and Design-Builder shall be responsible for evaluating the constructibility of any plans, specifications or other design documents provided by Owner or Owner's Consultants.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

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City of Lakeville FiRST Center Bid Package #3 – September 2, 2025 – Spec 102223. Owner and Design-Builder recognize that Owner does not warrant the plans and specifications of the design documents provided by Owner and Design-Builder shall be responsible for evaluating the constructibility of any plans, specifications or other design documents provided by Owner or Owner's Consultants.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

In performing its services under the Contract, the Design-Builder shall comply with all applicable federal, state and local standards, codes, statutes, laws, regulations, ordinances and all other legal requirements, including without limitation all construction, supervision and safety requirements ("Applicable Laws"). The Standard of Care for Design Services provided by Design-Builder shall be the degree of care and skill used by members of the architectural/engineering profession performing design services for projects of comparable scale and complexity in the United States. The Standard of Care for Construction Services provided by the Design-Builder shall be the degree of care and skill used by members of the construction profession performing construction services for projects of comparable scale and complexity in the United States. Design-Builder's obligations under this section shall survive the completion of the Design-Builder Design and Construction Services and the termination of this Contract.

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See Project plans and specs.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

N/A

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

N/A – Best Value Procurement

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

Complete December 31, 2025

.2 Submission of Design-Builder Final Construction Documents December 31, 2024:

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.3 Phased completion dates:

.4 Substantial Completion date:

As identified in project milestone construction schedule in exhibit E.

.5 Other milestone dates:

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Owners at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

Leo A Daly
730 2nd Ave S. #1300
Minneapolis, MN 55402

.2 Consultants

.3 Owners

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

City of Lakeville FiRST Center Bid Package #3 – September 24, 2025

§ 1.1.10 The Design-Builder shall confirm and be responsible to Owner to ensure that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Allyn Kuennen
City of Lakeville
Assistant City Administrator

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

Todd Lavold
Leo A Daly
730 2nd Ave S. #1300
Minneapolis, MN 55402

§ 1.2.3 The Owner
(Paragraphs deleted)

reserves the right to retain those consultants and separate Owners as it deems appropriate. Design-Builder agrees to be responsible to cooperate with, to be responsible to, and to coordinate with Owner's Consultants and separate Owners. In the event of disputes between Design-Builder and Owner's Consultants and separate Owners, Design-Builder agrees its sole remedy shall be against the Owner's Consultants and separate Owners and not the Owner.

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 14.4
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement and incorporated herein by reference; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a Change Directive. All Modifications must be in writing and signed by Owner or Owner's authorized representative. The Contract cannot be modified verbally or by conduct of the Parties.

Init.

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§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written Modification signed by the Owner or its authorized representative. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder. The Contract cannot be amended or modified verbally or by conduct of the Parties. All negotiations, discussions, representations, and offers prior to the execution of the Contract are merged into the Contract.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder and all work incidental to or reasonably inferable that is necessary to produce the results intended by the Design-Build Documents and such services as are necessary to complete other services required under the Contract. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor (s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information and trade secrets that are clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Project Schedule for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Construction

§ 2.1.1 For the Design-Builder's performance of Work prior to construction, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

All of the Design-Builder's compensation is included in Contract Sum established pursuant to Section 2.2 of this Agreement. Design-Builder will provide design/pre-construction services to Owner for a fee of \$0. The cost of design services is non-contingent with the construction of the project and remains \$0, regardless if the project is constructed or concludes at the end of the design phase.

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position

Rate

(Paragraphs deleted)

§ 2.1.2.2 Records of expenses and services performed by or for Design-Builder shall be available to the Owner at mutually convenient times for the period of two years following completion of the Design-Builder's Work or termination of the Contract.

§ 2.2 Contract Sum and Payment for Work Performed

For the Design-Builder's performance of the Work after construction, the Owner shall pay to the Design-Builder the Contract Sum in current funds and as required by Article 9: \$177,525.00.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project, and who is authorized to bind the Design-Builder.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents and the Standard of Care. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall also perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders

of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct at least bi-weekly meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the interest of, and for the benefit of, the Design-Builder. The Design-Builder's Architects, Consultants, Contractors, Design Builders and material suppliers shall not be deemed beneficiaries of this Agreement or of the Contract in any way.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project provided that the Design-Builder shall be responsible for obtaining the necessary approvals of those governmental authorities.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as directed by the Owner in its discretion, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised on a monthly basis to reflect the then-current conditions and anticipated progress based on those conditions at the time of revision, and the revised schedules shall be submitted to the Owner with each of Design-Builder's invoices or Applications for Payment, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. All schedules for the Project shall employ critical path method ("CPM") scheduling. Submission of an updated CPM schedule with each invoice and

Application for Payment shall be a mandatory condition precedent for the payment by the Owner to the Design-Builder pursuant to an invoice or Application for Payment. The Owner shall not be obligated to make payment on any invoice or Application for Payment that fails to include an updated CPM schedule reflecting the then-current conditions on the Project and the anticipated progress of work based on those conditions. All requests for Change Orders, Modifications, or additional compensation from the Design-Builder affecting the Contract Time or Contract Sum shall include a fragnet showing the specific effect of the change, modification or differing site condition on the critical path schedule.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to and approved by the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. "The Design-Builder shall be responsible to ensure that the Submittal schedule (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule containing the information required by this Agreement and the Contract, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Project Architect and the Design-Builder's team have approved the respective Submittal. The Owner is not responsible for any errors or omissions in those documents and is reviewing those documents solely for its own benefit.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the approval of Project Architect and the Design-Builder's Team of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The

Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, Design Builder shall indemnify, defend and hold harmless Construction Manager at Risk and the Owner and their employees and agents (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, related to, or in any way connected with (in whole or in part), (1) the Work, (2) payment for the Work, (3) the Contract, (4) occurring or resulting from the use by Design Builder, its agents or employers of materials, equipment, or other property whether owned by Construction Manager at Risk, the Owner, Design Builder or third parties, or (5) the act or omission of Design Builder or any individual, partnership, joint venture or corporation (a) directly or indirectly employed by Design Builder or (b) for whose acts or omissions Design Builder may be liable. The indemnity obligations of Design Builder shall apply to all matters except those arising solely from the negligence or other wrongful acts or omissions of the Construction Manager at Risk, Owner, or any of their employees or agents.

Design Builder further agrees to obtain, maintain and pay for such insurance coverage and in the amounts required by Article 9, naming Owner and Construction Manager at Risk as additional insureds as will insure the provisions of this paragraph to the fullest extent available. To the fullest extent permitted by law, such insurance coverage shall include coverage for injury, loss or damage attributable to the liability, negligence or otherwise wrongful act or omission, including breach of a specific contractual duty of Design Builder and any of Design Builder's independent contractors, agents, employees or delegates, except for matters arising solely from the negligence or other wrongful acts or omissions of Construction Manager at Risk, Owner, or any of their employees and agents.

Design Builder shall furnish Construction Manager at Risk with Certificates of Insurance and additional insured endorsements as evidence thereof within three days of Design Builder's execution of this Contract. Design Builder further agrees to indemnify, defend and save harmless Construction Manager at Risk, its agents and employees from and against all claims arising within the scope and types and limits of insurance Design Builder has agreed to obtain, maintain and pay for pursuant to this Contract to the same extent as said insurance if Design Builder fails to obtain and keep in force said insurance and to the full extent of the deductible amount of self-insured retention of said insurance.

§ 3.1.14.2 Such obligation shall survive the completion of the Project and final payment to Design Builder, as well as termination of the Subcontract for any other reason.

§ 3.1.14.3 In the event of any Indemnified Claim, or any threat of one, Construction Manager at Risk may retain any and all monies due or that become due to Design Builder under the Subcontract in an amount sufficient to assure Design Builder's defense and indemnity obligations. This right of retention is in addition to, and is intended to complement, any others within this Subcontract.

§ 3.1.14.4 No Limitation on Liability Based upon Worker's Compensation Liability Limits.

In all claims against any person or entity indemnified under this Article 3 by Design Builder, any employee of Design Builder, anyone directly or indirectly employed by Design Builder or anyone for whose acts Design Builder may be liable, Design Builder's indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Design Builder or anyone directly or indirectly employed by Design Builder under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.14.5 Defense of Claims. To the fullest extent permitted by law, Design Builder shall defend Construction Manager at Risk and the Owner, their agents and employees, with respect to any claims, lawsuits or arbitration proceedings arising out of, resulting from or in any way connected to Design Builder's work, including but not limited to claims alleging injury or damage attributable in whole or in part to the liability, negligence or otherwise wrongful act or omission, including breach of a specific contractual duty, of Owner, Construction Manager at Risk or any of their independent contractors, agents, employees, delegates, or Design Builders. Owner and Construction Manager at Risk shall have the right to choose the counsel who will defend them, with the cost of defense to be paid by Design Builder. In the event Construction Manager at Risk or Owner tender defense of a claim to Design Builder and Design Builder fails or refuses to defend the claim, Construction Manager at Risk or Owner may defend the claim and recover the cost of defense, including reasonable attorney's fees and out of pocket costs, from Design Builder, as well as legal fees and disbursements incurred to enforce the provisions of this paragraph.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes all of the Design-Builder's rights under the agreement, but only those obligations under the agreement arising after the date of the assignment for which the Owner has agreed to be responsible. Design-Builder shall remain responsible for all other obligations.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO CONSTRUCTION

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation

shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Bid

§ 4.4.1 The Design-Builder shall prepare and submit the Design-Builder's Bid to the Owner. The Design-Builder's Bid shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

(Paragraph deleted)

ARTICLE 5 WORK FOLLOWING DESIGN

§ 5.1 Construction Documents

§ 5.1.1 The Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Construction shall commence according to the Project Schedule assembled and agreed upon Design-Builder, Owner and Construction manager prior to proceeding.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted as of the date of this Agreement, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in its Bid Proposal, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Bid Proposal, the Design-Builder, as soon as practicable, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal

portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractor and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

(Paragraphs deleted)

Except as permitted in Section 6.3, a change in the Contract Sum or the Contract Time shall be accomplished only by written Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis

of any claim for an increase in any amounts due under the Design-Build Documents or for a change in any time period provided for in the Design-Build Documents.

§ 6.2 Change Orders

§ 6.2.1 A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.2.2 Agreement on any Change Order shall constitute a final settlement by Design-Builder of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, the Design-Builder shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Design-Build Documents.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 The value of the Work to be changed, added, or omitted shall be determined by the lump-sum or unit prices, if any, stipulated for such work in the Design-Build Documents. If no prices are stipulated, the value shall be determined by whichever of the following methods or combination of them the Owner, in its sole discretion, may elect.

- .1 By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties;
- .2 By adding (a) the actual net cost to the Design-Builder of labor in accordance with the established rates, including required union benefits, premiums the Design-Builder is required to pay for workers' compensation and liability insurance, and payroll taxes on such labor; (b) the actual cost to the Design-Builder of materials and equipment and such other direct costs as may be approved by the Owner, less all savings, discounts, rebates, and credits; (c) an allowance of [Five percent (5%)] for overhead on items (a) and (b) above; and (d) an allowance of [Five percent (5%)] for profit on items (a), (b), and (c) above; or
- .3 Costs to be determined in a manner agreed upon by the parties.

§ 6.3.3.1 In the case of omitted Work, the Owner shall have the right to withhold from payments due or become due to the Design-Builder an amount that, in the Owner's opinion, is equal to 150% of the value of such Work until such time as its value is determined by agreement or pursuant to the Disputes provisions of this Agreement.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond within 5 days of its receipt of the Change Directive or disagrees with the method for adjustment in the Contract Sum the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data.

Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

(Paragraph deleted)

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and the Design-Builder shall not be entitled to rely on the accuracy or completeness thereof unless specifically provided elsewhere in the Design-Build Documents.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.8 The Owner shall be permitted to communicate through the Design-Builder or directly with other persons or entities employed or retained by the Design-Builder as the Owner deems appropriate. Such communications shall not be deemed to create any contractual relationship between Owner and such other persons or entities.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. In reviewing the submittals and other design and construction documents, the Owner is not responsible for any errors or omissions in those documents and is reviewing those documents solely for its own benefit. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers and recognizes as not conforming with the Design-Build Documents.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with the terms of the Design-Build Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order or Change Directive shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing this Agreement the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine. The Design-Builder further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay adversely affects the critical path of the Project, and is not caused, or could not have been anticipated, by the Design-Builder, could not be limited or avoided by the Design-Builder's timely notice to the Owner of the delay, and is of a duration not less than one (1) day.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 Notwithstanding anything to the contrary in the Design-Build Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1 shall be the sole remedy of the Design-Builder for any (1) delay in the commencement, prosecution, or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity or acceleration; or (4) other similar claims (collectively referred to in this Section 8.2.3 as Delays) whether or not such Delays are foreseeable, unless a Delay is caused by the Owner's intentional or active interference with the Design-Builder's performance of the Work, and only to the extent such acts continue after the Design-Builder furnishes the Owner with notice of such interference. In no event shall the Design-Builder be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, acceleration costs, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Design-Build Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional or active interference with the Design-Builder's performance of the Work.

§ 8.2.4 If the Design-Builder submits a schedule or progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Design-Build Documents or expiration of the Contract Time, the Owner shall not be liable to the Design-Builder for any failure of the Design-Builder to so complete the Work regardless of the cause of or reason for the Design-Builder's failure to do so.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in Section 2.2 above.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents. The Application for Payment shall include all documentation required by this Agreement.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Owner, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Owner shall also comply with the following specific requirements:

- .1 The aggregate cost of materials stored off-site shall not exceed [One Hundred Thousand dollars (\$100,000)] at any time without written approval of the Owner.
- .2 Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and the Owner's Construction Lender, including, without limitation, recorded financing statements, UCC filings, and UCC searches.
- .3 With each Application for Payment, the Design-Builder shall submit to the Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Design-Builder shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than their total value.
- .4 Design-Builder shall obtain the consent of any surety to the extent required by Owner prior to payment for any materials stored off the Project site.
- .5 Representatives of the Owner and the Lender shall have the right to make inspections of the storage areas at any time.

- .6 Such materials shall be protected from diversion, destruction, theft, and damage to the satisfaction of the Owner and the Lender, specifically marked for use on the Project, and segregated from other materials at the storage facility.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each

Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and Design Builders in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.6.8 Notwithstanding anything in the Agreement to the contrary, the Owner may elect, in the Owner's sole discretion, to make any payment due the Design-Builder to Architects, Consultants, Contractors, Design Builders or suppliers of any tier jointly payable to the Design-Builder, Consultants, Contractors, and/or Design Builders or directly to Architects, Consultants, Contractors, Design Builders or suppliers. The Design-Builder and such Architects, Consultants, Contractors, Design Builders and suppliers shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. Any such joint payment shall constitute payment to the Design-Builder, in the full amount of the joint payment, as if such joint payment were made to the Design-Builder alone. In no event shall any joint payment be construed to create any contract between the Owner and any Architect, Contractor, Consultant, Design Builder or suppliers of the Design-Builder of any tier, obligations for the Owner to such Architects, Consultants, Contractors, Design Builders or suppliers, or any rights in such Architects, Consultants, Contractors, Design Builders or suppliers against the Owner.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 "Within a reasonable time after receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, as required by the Owner in its discretion, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period

required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees. All warranties and guarantees and other documents required in this Section 9.10.2 and otherwise required under the Design-Build Agreement shall be assembled and delivered by the Design-Builder to the Owner as part of the final Application for Payment. Final Payment to Design-Builder will not be due until all such documents have been received and accepted by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give all notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the

safeguards and protections. The Design-Builder shall also be responsible, at the Design-Builder's sole cost and expense, for all measures necessary to protect any property and improvements adjacent to the Project. Any damage to such property or improvements shall be promptly repaired by the Design-Builder at its expense. Without limiting the indemnity provision elsewhere in the Design-Build Documents, the Design-Builder shall indemnify and hold harmless the Owner from and against any and all actions or damages resulting from damage to such property or improvements.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel. When use or storage of explosives or other hazardous materials or equipment or unusual construction methods are necessary, the Design-Builder shall give the Owner at least 30 days advance notice.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Design-Builder shall securely fasten down all coverings, secure all utilities and equipment, and otherwise fully protect the Work and Project property from injury by any cause.

§ 10.2.10 The Design-Builder shall within 6 hours of each occurrence report by telephone and in writing to the Owner all occurrences arising out of or in connection with the Work that causes death, personal injury, or property damage, giving full details and observations of any witnesses.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing and promptly report such conditions to the appropriate authorities as required by applicable laws, statutes, rules, codes, lawful orders, regulations, and ordinances within the time required by the applicable authorities, laws, statutes, rules, codes, lawful orders, regulations, and ordinances.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications

of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance causes bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act to prevent threatened damage, injury or loss and further shall take all actions required by applicable laws, statutes, rules, codes, lawful orders, regulations, and ordinances.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

At the Owner's sole discretion, the Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. All costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant and Contractors employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder written statement specifically accepting that specific condition. The Owner shall give notice of the non-conforming condition promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2 except that the warranty for any work requiring repair or correction within the first year shall be extended for another year from the date the repair or correction is completed.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1

(Paragraphs deleted)

All drawings, specifications, and other documents, including those in electronic form prepared by the Design-Builder, its Architects, or its Consultants and those prepared by and furnished by the Design-Builder, are Instruments of Service. All such drawings, specifications, and other instruments of service, documents including those in electronic form prepared by the Design-Builder, or its Architects, or its Consultants and those prepared by and furnished by the Design-Builder shall be deemed the property of the Owner when provided to the Owner and the Owner shall be deemed to hold the copyright to those drawings, specifications, and other Instruments of Service, including those in electronic form prepared by the Design-Builder or its Architects or its Consultants and/or furnished by the Design-Builder. The Design-Builder will include in any contracts and subcontracts in which it enters regarding design (including drawings, specifications, and other Instruments of Service, including those in electronic form) a provision that the copyrights for all such other Instruments of Service, shall be the property of the Owner and the Owner shall hold the copyrights to all such design documents. The Owner may use these documents in any manner that it deems

appropriate. In the event the Design-Build Contract is terminated for any reason, the Owner shall be liable to the Design-Builder and its Architects and its Consultants only for the value of the actual time spent by the Design-Builder, its Architect and its Consultants in preparing the drawings, specifications, and other instruments of service, for which the Owner has not already paid to Design-Builder.

(Paragraphs deleted)

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.2 Termination or Suspension

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Owner, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon ten days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit. "In no event shall the Design-Builder be entitled to any additional compensation under this Section 13.2.1.3.

§ 13.2.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .5 breaches any warranty made by the Design-Builder under or pursuant to the Design-Build Documents;
- .6 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Design-Builder's ability to complete the Work in compliance with all the requirements of the Design-Build Documents;
- .7 fails after commencement of the work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Design-Build Documents; or;
- .8 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Owner agreements pursuant to Section 3.1.15;
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work;
- .4 Immediately transfer to the Owner all materials, supplies, Work in progress, appliances, facilities, machinery, and tools acquired by the Design-Builder in connection with the performance of the Contract, and take such action as may be necessary or as the Owner may direct for protection and preservation of the work relating to this Design-Build Documents; and
- .5 Deliver all plans, drawings, specifications, and other necessary information and Instruments of Service to the Owner.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders;
- .4 immediately transfer to the Owner all materials, supplies, Work in progress, appliances, facilities, machinery, and tools acquired by the Design-Builder in connection with the performance of the Contract, and take such action as may be necessary or as the Owner may direct for protection and preservation of the work relating to this Design-Build Documents Contract; and
- .5 deliver all plans, drawings, specifications, and other necessary information and Instruments of Service to the Owner.

§ 13.2.4.3 If the Owner terminates the Design-Build Contract for the Owner's convenience, the following shall be the Design-Builder's exclusive remedies:

- .1 Reimbursement of all actual expenditures and costs incurred and approved in writing by the Owner as having been made or incurred in performing the Work;

- .2 Reimbursement of expenditures made and costs incurred and approved in writing by the Owner in settling or discharging outstanding commitments entered into by the Design-Builder in performing the Contract; and
- .3 Payment of profit, to the extent Design-Builder can demonstrate that it would have made a profit, of an amount equal to the estimated profit on the entire Contract at the time of termination multiplied by the percentage of actual completion of the Work. In no event shall the Design-Builder be entitled to anticipated fees or profits on work not required to be performed.

§ 13.2.4.4 All obligations of the Design-Builder under the Design-Build Contract with respect to completed Work, including but not limited to all warranties, guarantees, and indemnities, shall apply to all Work completed or substantially completed by the Design-Builder prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments to the Design-Builder shall be without prejudice to any claims or legal remedies that the Owner may have against the Design-Builder for any cause.

§ 13.2.4.5 Upon determination that a termination of this Design-Build Contract other than a termination for convenience under this Article was wrongful or improper for any reason, such termination shall automatically be deemed converted to a convenience termination under this Article, and the Design-Builder's remedy for such wrongful termination shall be limited to the recoveries specified under Section 13.2.4.3 of this Article.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Design-Builder shall provide to Owner a Gantt chart to the schedule showing the effect on the Project's critical path of the Claim for an increase

in the Contract Time. Design-Builder shall only be entitled to an extension of time where the Design-Builder can demonstrate the cause of the Claim has actually extended the critical path of the Project.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

(Paragraphs deleted)

§ 14.4 [Reserved.]

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

(Paragraphs deleted)

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents and the Contract. The Design-Builder shall not assign the Design-Build Documents or Contract or its obligations thereunder without written consent of the Owner. If the Design-Builder attempts to make such an assignment with or without Owner's consent, the Design-Builder shall nevertheless remain legally responsible to the Owner for all of its obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract and its obligations thereunder as the Owner deems appropriate in its sole discretion. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests that the Design-Builder, its Architects, Consultants, Contractors, Design Builders or Suppliers to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 5 days prior to the requested dates of execution. If the Owner requests the Design-Builder, its Architects, Consultants, Contractors Design Builders or Suppliers to execute consents reasonably required to facilitate assignment, the Design-Builder, its Architects, Consultants,

Contractors, Design Builders and Suppliers shall execute all such certificates and consents that are consistent with this Agreement, provided the proposed certificates and consents are submitted to them for review at least 5 days prior to execution. The Design-Builder, its Architects, Consultants, Contractors Design Builders and Suppliers shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity and as required by the Minnesota Government Data Practices Act, Minnesota Statutes Ch. 13. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or Owners in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and Owners are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 15.8.3 Responsible Contractor Act.

Design Builder verifies under oath that it is in compliance with the minimum criteria to be a "responsible contractor" set forth at Minn. Stat. Sec. 16C.285, Subd. 3 (2014) ("Responsible Contractor Statute") and will provide all evidence reasonably requested regarding such compliance. Design Builder further agrees to require each of its Design Builders to provide written verification of their own compliance with the Responsible Contractor Statute.

§ 15.8.4 Governing Law. This Agreement shall be governed by Minnesota law.

§ 15.8.5 Union Affiliation

Design Builder is signatory to union agreements with the North Central States Regional Council of Carpenters and the Minneapolis and St. Paul Laborers. Any work in those trade jurisdictions under this Agreement shall be performed by an employer that is signatory to the applicable union agreements.

§ 15.8.6 Layout

Owner will provide an elevation benchmark, and, a north-south and east-west grid reference for the project. Design Builder, using competent supervision, is responsible for all layout and elevations for completion of its work.

§ 15.8.7 Cutting, Patching and Protection

Design Builder's scope of work shall include all demolition, cutting or core drilling of existing walls, floors, ceilings, structures and roofs, scanning for any penetrations to be made through concrete or structural masonry, fire stopping, and smoke sealants and joint sealants necessary or appropriate to complete the work.

§ 15.8.8 No Assignment or Change of Control without Written Approval

This Contract and all the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective legal successors and permitted assigns. Neither this Contract nor any of the interests or obligations of Design Builder hereunder shall be assigned, including by "Change of Control" as hereafter defined, without the prior written consent of Owner. "Change of Control" means the acquisition of Design Builder by a third party or the sale of all or substantially all of its business to which this Contract relates. Design Builder shall provide Owner with prompt written notice of any proposed assignment. Any permitted assignee shall assure all obligations of Design Builder under this Contract, and no permitted assignment shall relieve Design Builder of liability for its obligations hereunder. Any attempted assignment in contravention of the foregoing shall be void.

§ 15.8.9 Electronic Document Procedures

§ 15.8.9.1 All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via Procore as directed by Owner and/or Architect.

- a. In addition to submittals for review, information, and closeout, this procedure applies to requests for information (RFIs), process documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Owner's correction punchlist, and any other document any participant wishes to make part of the project record.
- b. Design Builders, suppliers, and Architect's consultants are to be permitted to use the service at no extra charge.
- c. Owner needs an email address, Internet access, and PDF review software that includes ability to mark-up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com).
- d. Paper document submittals will not be reviewed.
- e. All other specified submittal and document transmission procedures apply, actual samples or color selection charts shall be submitted to Owner for submission to the Architect in addition to a PDF copy.

§ 15.8.10 Written Modification.

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by the Owner. No person is authorized on behalf of the Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Design Builder's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Design Builder shall be limited to the specific matters stated in writing signed by the Owner and shall not relieve the Design Builder of any other duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

§ 15.9 Minnesota Data Practices Act Compliance.

The Design Builder must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Owner pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Design Builder pursuant to this Agreement. The Design Builder is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Design Builder receives a request to release data, the Design Builder must immediately notify the Owner. The Owner will give the Design Builder instructions concerning the release of the data to the requesting party before the data is released. Design Builder agrees to defend, indemnify, and hold the Owner, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Design Builder's officers', agents', owners', partners', employees', volunteers', assignees' or Design Builders' unlawful disclosure and/or use of protected data. The terms of this section shall survive the cancellation or termination of this Agreement.

§ 15.10 's Design Builders and Agents.

Pursuant to Minnesota Statute § 471.425, Subdivision 4a, the Design Builder must pay any subcontractor within ten (10) days of the Design Builder's receipt of payment from the Owner for undisputed services provided by the Design Builder. The Design Builder must pay interest of one and one-half percent (1½ %) per month or any part of a month to Design Builder on any undisputed amount not paid on time to the Design Builder. 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 Design Builder shall pay the actual penalty due to the Design Builder. A Design Builder who prevails in a civil action to collect interest penalties from the Design Builder shall be awarded its costs and disbursements, including attorney's fees, incurred in bring the action.

§ 15.11 Design Builder Subject to Audit.

Pursuant to Minnesota Statutes, § 16C.05, Subdivision 5, the Design Builder agrees that the Owner, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Owner, and involve transactions relating to this Agreement. The Owner agrees to maintain these records for a period of six years from the date of termination of this Agreement.

§15.12 Nondiscrimination.

In the hiring of employees to perform work under this Agreement, the Design Builder shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
- .6 Other:
 - Exhibit A – Scope of work
 - Exhibit B - A141 Exhibit B, Insurance and Bonds
 - Exhibit C - AIA Document A201-2017 General Conditions of the Contract for Construction, as modified. In the event of any inconsistencies between this Agreement and the provisions of between the AIA A201-2017 General Conditions, this Agreement shall control. – *Available upon request*
 - Exhibit D – RJM General Conditions
 - Exhibit E - Schedule
 - Exhibit F – GC Pay Invoicing
 - Exhibit G – Responsible Contractor Verification
 - Exhibit H – RJM Safety Packet

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

(Printed name and title)

Exhibit A

BID CATEGORY 11B: TACTICAL WALLS – Action Target, \$177,525

- Specification Sections Included:

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 01 – GENERAL REQUIREMENTS

10 22 23

TACTICAL PORTABLE NON-BALLISTIC WALL PARTITIONS

~~LABOR AND MATERIAL~~

- Work to be complete per the City of Lakeville plans and specifications dated 12/13/24. This work shall include all labor, material, equipment, fasteners, protection, shoring, cleanup, openings, supervision, attachments, and ancillary requirements necessary to provide a complete, functioning system for the specification section(s) listed above. In addition, the scope of work shall include, but is not limited to:

BASE BID:

- Responsibility of this contractor to review the plans and specs in their entirety including but not limited to: General Plans, Civil Plans, Landscaping Plans, Architectural Plans, Interior Plans, Structural Plans, Mechanical Plans, Plumbing Plans, Electrical Plans, Audiovisual Plans, Telecom Plans All Keynotes, and All Specifications to ensure the entire scope of work is captured. If there are discrepancies in quantities, materials, or equipment, this contractor shall carry the scope that includes the most coverage.
- Remove all your debris, cardboard or other materials to General Contractor's dumpster daily. Recycling of all recyclable construction debris will be required throughout the project and follow the project's Waste Management Plan. Contractor will be responsible for ensuring that their company will be compliant with this plan.
- Smoking and Tobacco use (including e-cigarettes) will not be allowed to be used at any time within the building or project site.
- All submittals, shop drawings, engineering, and delegated design for this scope of work.
- Include all necessary shoring as well as engineered drawings, calculations if required by engineer/City as pertaining to your scope of work.
- Include necessary monitoring and equipment for proper ventilation during the use of heavy equipment. Contractor to include an evacuation plan in the event the Carbon Dioxide levels are outside permissible exposure limits.
- Change order requests must be approved by RJM Construction's Project Manager prior to proceeding. Extra requests submitted without prior written approval will NOT be accepted. The superintendent cannot approve additional costs.
- Coordinate all deliveries with RJM Construction at least 48 hours in advance.
- Provide all material hoisting for this scope of work
- Field Verification
- Coordination of access and street or sidewalk closures with the city, and all necessary permits. Includes necessary barricading and all other means, methods, and safety requirements.
- Meeting attendance by foreman or project managers is mandatory during this trade's activity on site. Failure to attend and be a part of the planning process will result in monetary penalties as a result of rework and coordination issues.
- Maximum mark-up accepted on change orders is 10 percent including all Overhead and Profit
- Parking and transportation of all employees to and from the site.
- Provide SDS sheets for all materials used on the jobsite.
- Provide OSHA approved equipment for all employees use while on the jobsite.

- All Building rules, including security and space access, must be fully adhered to by all on site personnel.
- Provide all access necessary to perform work i.e. hoisting, lifts, scaffolding, ladders, platforms, etc.
- RJM Construction holds the right to seek monetary reimbursement for schedule delays that affect subsequent trades.
- Coordination with other trades and shop drawings review of other trades as necessary is included
- All submittals, shop drawings, and samples shall be submitted in a timely manner with adequate review period to not delay the work of the contractor or any other contractor
- Billings to be submitted through GC Pay
- Contractor is responsible to staff the project with the required amount of manpower to meet schedule
- Specific Items to be included, but not limited to:
 - Work associated with BID CATEGORY 11B – TACTICAL WALLS
 - **Include an allowance of \$2,500 to be used at the discretion of the Construction Manager. This will include either labor or materials. No profit or overhead will be allowed to be added to the cost of the work approved. Provide the Construction Manager a summary of costs of approved work to date, and credit the full amount of allowance not used.**
 - ~~• Plan Sheet AE002, AE003 – TAC – Training Room Options are provided for potential layouts of the Training Room Spaces. Quantities and panel types to follow specification 10-22-23 Tactical Portable Non-Ballistic Wall Partitions~~
 - ~~• This Work Category is to provide As Built Plans with a minimum of 3 layouts for training setups with the Tactical Wall Partition System based off the available layout of the finished space.~~
 - ~~• The Owner will request which of the available layouts to install and any remaining panels will be stored in the designated storage location in a manner to protect the stored panels from damage until they are ready to be utilized.~~
 - ~~• Work Category includes general building works including, but not limited to,~~
 - ~~• Scope includes receipt and inventory of all anchors, bolts, fasteners, screws, and associated hardware for installation of the work of this Work Category, Work Category 11B shall notify the Construction Manager in writing, within 3 days of delivery of material, as to any quantities that are insufficient. The Construction Manager will only be responsible for obtaining the quantities of insufficient materials listed and will NOT be responsible for obtaining additional material not listed in writing per the requirements. Work category 11B shall be responsible for obtaining any additional material not placed in writing to the Construction Manager.~~
 - Labor and/or equipment to unload and move all materials listed in this section, whether supplied by this Contractor or by other trades providing materials for Contractor to install under the Scope of Work. This would include unloading, transport, and staging as needed.
 - Cleanup.



AIA® Document A141® – 2014 Exhibit B

Insurance and Bonds

for the following PROJECT:

(Name and location or address)

City of Lakeville FIRST Center
7777 214th Street
Lakeville, MN 55044

THE OWNER:

(Name, legal status and address)

City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

THE DESIGN-BUILDER:

(Name, legal status and address)

Action Target
3411 S Mountain Vista Pkwy
Provo, UT 84606

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 24th day of September in the year 2025.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS
- B.3 OWNER'S INSURANCE
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Eight Years

§ B.2.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits as provided below:

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within thirty (30) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 Additional Insured Obligations. The Owner and its consultants shall be additional insureds on the Design-Builder's primary insurance policies for Commercial General Liability, and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall

be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance

§ B.3.2.1 At the time of execution of the Design-Build Amendment, the Design-Builder shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. The cost of such insurance shall be included as a cost of the work under the Guaranteed Maximum Price Design-Build Amendment. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, water damage, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps

to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ B.3.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ B.3.2.3 If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

§ B.3.2.4 Loss of Use Insurance. At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ B.3.2.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ B.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within thirty (30) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ B.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



Exhibit D - RJM's General Project Requirements

RJM's GENERAL PROJECT REQUIREMENTS (*updated Jan. 2025*)

1. BIDDING REQUIREMENTS

1.1 Bid Proposals

- a) Delivery - Written or electronic (email) proposals for this scope of work will be received at the Main Office of RJM Construction located at 830 Boone Ave. N, Golden Valley, MN. Bids shall be submitted in writing. Telephone or verbal quotations will not be accepted. Late or incomplete quotations will not be accepted.
- b) Deviations - Bids shall state the bid is per the bid documents. Any proposed deviation must be clearly identified as such. If deviations are not identified clearly the bid documents shall prevail.
- c) Questions during the Bid Period - All questions during the bid period requiring a technical answer shall be presented in writing and emailed to RJM. No direct communication with the architect, engineer or other consultants shall take place without the presence of an RJM representative unless this requirement is specifically waived. Should this take place and result in any cost impact, the cost will be borne by the potential subcontractor.
- d) Form and Duration of Proposal - Proposal shall be valid and binding upon the Bidder and irrevocable for ninety (90) days. Proposals shall be signed by a person so authorized, and their title or position shall be clearly indicated.
- e) Acceptance of Bids - RJM reserves the right to waive any informality in any bid. RJM reserves the right to reject any or all bids. Initial acceptance of this bid may be made verbally and, if confirmed in writing within (5) five business days, shall be effective as of the date of the verbal acceptance.
- f) Acknowledgment of Addenda/Amendments - Bidders shall acknowledge the Request for Bid Proposal and all Addenda or Amendments. It is the Bidder's responsibility to ascertain the existence of any Addenda and/or Amendments prior to submitting a bid. Addenda are revisions to the plans and specifications generated by the Architect/Engineer. Amendments are modifications to the Instructions to Bidders generated by RJM.
- g) Exclusions - In the event the Bidder chooses to exclude an item of work as a part of their work as described in the Specifications, the Request for Bid Proposal, or any other of the Bid Documents, the Bidder agrees to accept RJM's evaluation of the cost of the missing item for the purpose of comparing bids.
- h) Sales Taxes - All proposals shall include all applicable sales taxes, unless the Project Requirements stipulate Tax-Exempt Material Only Status.
- i) Bonding - As defined within the Project Specific requirements.
- j) ICRA - As defined within the Project Specific requirements.
- k) OCIP - As defined within the Project Specific requirements.
- l) Union Affiliation - RJM is only signatory to the Carpenter's, Laborer's, and Operator's unions. Any trade affiliated with any of these three unions must provide pricing based on union

installations. Non-union installations for any scopes not affiliated with these three unions will be entertained. All subcontractor's must be fully aware that both union and non- union subcontracts can and will be contracted to perform work at the same time and shall extend full professional courtesy to all parties at all times.

- m) Liquidated Damages - As defined within the Project Specific requirements.
- n) Subcontract Terms - A sample copy of RJM's Standard Subcontract Agreement has been included with the Bid Documents. It is understood that all Bid Proposals fully acknowledge receipt and inclusion of all terms stated within RJM's Standard Subcontract Agreement even if not directly referenced within the Bid Proposal.
- o) Insurance Requirements - A sample copy of RJM's Standard Insurance Requirements has been included with the Bid Documents. Subcontractors shall qualify their proposals if any of these limits cannot be met or will require additional fees above their base bid.
- p) Equal Employment Opportunity (EEO) Policy - A sample copy of RJM's Equal Employment Opportunity has been included with the Bid Documents. It is understood that all Bid Proposals fully acknowledge adherence to this Policy even if not directly referenced within the Bid Proposal.

1.2 Responsibilities Upon Award

- a) Subcontract - The successful bidder shall enter into an RJM standard subcontract agreement. A sample copy of this Subcontract has been included with the Bid Documents.
- b) General Insurance Requirements - Within one week of contract award, Subcontractor shall submit Certificates of Insurance (in accordance with the subcontract terms) for all independent entities associated with the subcontract that will have personnel or equipment on the project site. Work will not be allowed to begin without proper insurance; therefore, the associated crews will be sent home if this is not taken care of prior to commencing work. Certificates of insurance shall provide evidence of coverage and additionally insured entities as defined by the individual project requirements.
- c) Subcontractor's Schedule - Within two (2) weeks of contract award subcontractor is required to provide a detailed schedule **that is in conformance with** the overall RJM project schedule. Subcontractor's schedule will show:
 - (i) length of time to complete all design work and obtain necessary permits
 - (ii) length of time to procure all materials
 - (iii) length of time required to fabricate assemblies
 - (iv) earliest possible installation date
 - (v) time allotted for submittal approval
 - (vi) overall minimum time frame needed for a complete installation
- d) Project Confidentiality - The subcontractor agrees to maintain in confidence and not to use or disclose to any third party, without the express written consent of the Owner, any information regarding Owner's facilities. Subcontractor agrees to take all necessary and reasonable precautions to prevent the disclosure of such confidential information to any unauthorized persons and Subcontractor shall advise its employees, subcontractors/suppliers/vendors and agents of the confidentiality of such information and shall instruct them to take all necessary and reasonable precautions to prevent its unauthorized disclosure.

- e) Schedule of Values - Within one (1) week from the issuance of the Notice of Award, the successful Subcontractor must submit their written Schedule of Values for which their monthly invoicing will be based upon. Schedule of Values must include separate line items for each scope of work provided under the Subcontract Agreement and shall be further subject to RJM's approval.

1.3 Electronic / Digital Models

- a) RJM will provide a complete set of contract drawings, and one complete set of any subsequent owner requested change drawings to the subcontractor in **electronic PDF format only**. Any additional hard copy sets must be purchased by the subcontractor.
- b) The subcontractor **CANNOT** assume, nor state within their bid proposal that CAD Files will be made available for their use. While these files may be requested, it will be up to the sole discretion of the architect or engineering firm's policy for CAD file distribution. RJM makes no claim that CAD files will be readily available, nor will they accept any additional cost implications should CAD files not be made available to the subcontractor.
- c) Subcontractor understands and acknowledges that any Electronic Design file or Digital model file ("Digital Models") provided by RJM Construction are provided as a convenience to the subcontractor and are not Contract Documents.
- d) Subcontractor understands and acknowledges that there are risks inherent with any use of the Digital Models and that the use of the Digital Model files may not result in the detection of all potential conflicts between elements during actual construction of a project that may cause damage or loss to the subcontractor.
- e) Subcontractor acknowledges that the Digital Model files are a work in progress for the above-described Project. The signed and sealed original plans, specifications and other documents constitute the Contract Documents for the Project from the Architect & Engineers. The Digital Model Files are not Contract Documents. General Contractor cannot verify that the Digital Model Files accurately or completely reflect field conditions. The Subcontractor and each other user must satisfy themselves as to the level of accuracy and completeness of the Digital Model Files for their needs. In addition, the Subcontractor understands that the changes made during design, bidding, negotiations and construction may not be incorporated in the Digital Model Files.
- f) Sub acknowledges that the transfer of Digital Model Files shall not constitute the sale of goods; and Owner, Architect, RJM Construction LLC and its consultants make NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSES, INCLUDING "SPEARIN" TYPE WARRANTIES, IN CONNECTION WITH THE SERVICE OF PROVIDING DIGITAL MODEL FILES, OR THAT THE DIGITAL MODEL FILES WILL BE USEABLE OR ACCURATE, WHICH WARRANTIES AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED.
- g) By accepting Digital Models, the Subcontractor agrees not to sue; will hold harmless RJM Construction, LLC Owner, Architect and its consultants from any costs (including reasonable attorneys' fees), from claims or causes of action be it tort, breach of contract or otherwise that result from the use of the Digital Models; and waives all claims for consequential and/or liquidated damages against RJM Construction, LLC, Owner and Architect, and its consultants arising out of the use of the Digital Model Files.
- h) Subcontractor may not copy, transmit or distribute Digital Model files without written consent and any recipient of the Digital Models agree to abide by the terms listed above.

2. JOBSITE REQUIREMENTS

2.1 Project Temporary Utility Service Provisions

- i. Power - 110 and 220-volt temporary power will be provided for Subcontractors use at the Project Site. Distribution of power from those locations is the responsibility of each subcontractor. Power for steel and miscellaneous iron welding will not be provided.
- ii. Potable Water - Potable supply of drinking water will be provided at an onsite source for use by subcontractors. Each subcontractor is responsible to provide drinking water containers, cups, and distribution of same for their employees. RJM will not supply ice for subcontractor's drinking water.
- iii. Toilets - Toilets will be provided in accordance with OSHA requirements.

2.2 Communications / Meetings

- i. Project Communications - All subcontractor communication on the project shall be routed through the RJM project manager. Where applicable and at RJM's discretion, RJM project manager may direct subcontractor to send and/or submit communications directly with other project team members to expedite progress while copying RJM project manager on the correspondence.
- ii. Subcontractor Meetings – See also sections 2.3 and 2.4 below regarding safety and quality assurance meetings.
 - (i) **Pre-Construction Schedule Meeting** - Subcontractor is required to attend a preconstruction sequence and schedule meeting (“Pull-Planning Meeting”). MEP subcontractors may be required to attend additional coordination meetings). Subcontractor shall have their project manager/estimator and the project onsite foreman attend to submit information on;
 - (1) List of work activities/tasks, Subcontractor crew size(s), Work activity/task time duration
 - (2) Preliminary staging and work plan.
 - (3) Identified coordination items needed for installation with RJM and other project subcontractor(s) work.
 - (4) Constraint items with dates required to meet published schedule.
 - (ii) **Preinstallation Meetings** - Subcontractor is required to meet with RJM's jobsite superintendent and project manager a minimum of three (3) weeks prior to scheduled start of subcontractor's work in field. Subcontractor shall have their onsite foreman attend the meeting to review the following items:
 - (1) All required Safety information & site-specific safety plans.
 - (2) Quality Assurance & Quality Control Plans.
 - (3) All submittals, shop drawings, and field use drawings.
 - (4) Manufacturer representatives (if requested by RJM).
 - (5) Testing requirements and plan (if requested by RJM).
 - (6) Finalized work plan, crew size, and staging plan.
 - (7) Outstanding constraint items with dates required to meet schedule.

(iii) **Weekly Jobsite Foreman Meeting(s)** - Onsite Foreman attendance is required for subcontractors two (2) weeks before mobilizing onsite and those currently working onsite. Subcontractor project managers may attend or requested to attend by RJM. The onsite weekly meetings will be held at RJM's Field Office. Meetings will discuss safety, project weekly work plan schedule, document updates, and outstanding constraints and issues.

(iv) **Project Meeting Attendance** - Each subcontractor's superintendent/foreman will be required to attend weekly foreman coordination meetings held at RJM's field office. Each subcontractor's project manager will also be required to attend weekly Subcontractor Coordination Meetings. These meetings will be held as often as required to arrange for satisfactory coordination of all building trades so as not to impede the job's progress. Subcontractors failing to abide by these provisions will be held responsible for any delays and/or expenses incurred due to coordination difficulties with their work. In addition, repeated failure to attend weekly meetings may result in fines being levied after notice, in an amount not to exceed \$1,000 for each meeting missed.

2.3 Safety

- a) Safety Manual / AWAIR Program - Every subcontractor will be required to deliver an electronic copy of their company's Safety Manual to RJM prior to conducting any work onsite.
 - i. SDS Documentation - Every Subcontractor will be required to deliver electronic or printed copies of Safety Data Sheets (SDS) for all products used onsite prior to conducting work.
 - ii. Site Specific Safety Plans (SSSP) - Every Subcontractor will be required to plan and perform their work to recognize and avoid potential hazards of the specific work site, along with all policies, controls and work practices selected to minimize those hazards. The SSSP must address provisions for fall protection in any situation above 6-foot, demolition, excavations and trenching, confined space work, material handling, equipment operation and inspection, hazard communication, silica exposure, lockout tagout, PPE, emergency response and rescue, training, and implementation of the plan as is related to their scope of work. SSSPs must identify the Subcontractor's onsite Competent Person responsible for implementing and managing the plan.
 - iii. Weekly Toolbox Talks - Every subcontractor will be required to turn over sign-in sheets for their weekly toolbox talks. Sign-in sheets should be given to RJM's onsite superintendent on a weekly basis.
 - iv. Current Laws - The subcontractor shall conform to and abide by all applicable federal, state, county and municipal building, sanitary, health and safety statutes, laws, rules, regulations and ordinances (collectively the "Construction Laws"). To the best knowledge and belief of the Subcontractor, the contract documents now contain no provision that is contrary to the Construction Laws.
- b) Subcontractor is required to perform its work in a safe and reasonable manner. Subcontractor shall, at its own cost and expense, protect its own employees, employees of RJM, and all other persons from risk or death, injury or bodily harm arising out of or in any way connected with the work to be performed hereunder. Subcontractor shall strictly comply with all safety laws, orders, rules, regulations, requirements, standards or statutes of all federal, state, and local government agencies affecting or relating to this agreement or its performance, including but not limited to, the federal and state OSHA Regulations, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention and safety program, policies and rules of RJM. Subcontractor shall conduct inspections to determine that safe working conditions exist and shall establish its own safety program implementing the appropriate safety measures, policies and standards.

- c) Subcontractor shall indemnify, defend and hold RJM harmless from liability, loss, cost, damage, or expense including attorneys' fees, which RJM may suffer or incur as a result of any cause of action, proceeding, citation or work stoppage arising out of or in any way connected with the alleged violation by subcontractor of any such safety order, rule, regulation, or requirement, whether such violation is ultimately proved or not. If subcontractor or its personnel do not comply with all safety requirements applicable to the project, subcontractor shall promptly stop any part of its work that the contractor deems unsafe until corrective measures satisfactory to RJM shall have been taken. RJM's failure to stop the subcontractor's unsafe practices shall not relieve the subcontractor or the responsibility, therefore.
- d) Subcontractors and their tiered subcontractors shall observe and enforce safety requirements and any employee who fails to follow those requirements shall be subject to the following disciplinary actions:

Non-Serious – Safety infractions of a less serious nature will be handled as follows:

First Offense	Verbal Warning(documented in safety assessment)
Second Offense	Written Warning. Removal from the project for the rest of the day.
Third Offense	Written Warning. Removal from the job for the rest of the day and the following.
Fourth Offense/Serious	Written Warning. Removal of employee from RJM jobs for one year.

Serious – One which could result in serious injury or loss of life or serious loss of property, may be subject to three-day suspension or immediate removal from the site.

Fall Protection – An employee who is found not tied off in an area that requires fall protection is subject to immediate removal from the site.

Supervisor Accountability – If two or more employees working for the same supervisor are found in serious infraction as described above, that subcontractor supervisor is also subject to disciplinary action up to and including immediate removal from the site.

- e) Documentation - Notice of safety hazards (written) shall be given to the employee, and a copy sent to the company Project Manager/Safety Director.
- f) Weekly safety inspections - Subcontractor is required to conduct a documented weekly safety inspection of their work. Copies of these inspections are to be delivered to the onsite RJM Superintendent
- g) Weekly safety inspections - Subcontractor is required to conduct a documented weekly safety inspection of their work. Copies of these inspections are to be delivered to the onsite RJM Superintendent.
- h) Jobsite Conduct - RJM will not tolerate any jobsite behavior, whether it is physical, verbal, or suggestive in nature that would be deemed in any light to create an intimidating, hostile, or offensive work environment. Any Subcontractor, or Subcontractor's employee, supplier, or sub-tier vendor who may witness to such behavior should report any such instance to RJM's onsite superintendent. If continued or repeated behavior continues after a claim has been made and addressed to all parties involved, RJM may, if deemed necessary, require the immediate dismissal and/or replacement of the party creating the unfavorable worksite atmosphere. Any

subsequent costs associated with the dismissal, and/or additional costs to make up for the lost hours will be borne entirely by the Subcontractor.

- i) Visitor Conduct - Complete courtesy and respect will be given to any site visitors at all times. Rude behavior, and/or excessive language towards or around these people will be grounds for immediate removal of the responsible individual.
- j) Jobsite Supervision - No Subcontractor shall be allowed on site, or perform work on site, without a representative from RJM being present.
- k) Daily Check-In - Any employee and/or representative of a company subcontracting with, or providing materials to, RJM must check in with RJM's onsite personnel on a daily basis. This includes all subcontractors' sub-tier contractors.
- l) Fall Protection – A fall protection plan is required for all elevated work at heights. Employees exposed to a fall of 6-feet or more must be protected by Personal Fall Arrest Systems, Fall Restraint Systems, complete guardrail, or compliant netting, flagging or warning line systems – regardless of exceptions made by OSHA. The use of “Safety Monitors” is not allowed on RJM projects. There is a presumption that it is feasible and will not create a greater hazard to implement at least one of the above-listed fall protection systems through training, pre-planning, and the sequencing of work to avoid creating situations where fall protection becomes infeasible. This expectation applies to all rooftop work, structural steel activities, demolition, leading edges, scaffold erection and dismantling, crane and equipment assembly and disassembly.
- m) Flagman / Pedestrian Safety Provisions - For all deliveries, and/or material movement, the Subcontractor is responsible for providing their own certified flagman and / or safety provisions according to OSHA and MNDOT Standards
- n) Jobsite Deliveries / Staging - Forty-eight (48) hour notice will be required for all deliveries to the jobsite. Notice must be coordinated through the onsite RJM superintendent. Any deliveries not coordinated in accordance with these guidelines will be sent away, at no additional charge to RJM. RJM also reserves the right to request relocation of any and all Subcontractor owned items (at the expense of the subcontractor) as deemed necessary by RJM's onsite superintendent as construction progresses.
- o) Material Delivery - Subcontractors receiving materials must have a receiving staff on-site at the scheduled delivery times. RJM will not be responsible for receiving subcontractor's material deliveries.
- p) Parking - Subcontractors will be responsible for procuring any parking accommodations for their workers.
- q) Storage - Subcontractor is hereby notified that facilities for storage or stockpiling of equipment and materials may not be available either at the jobsite or within the building proper. It is the responsibility for the subcontractor to make whatever arrangements may be necessary for storage offsite to ensure proper supply of materials to the job to meet progress requirements. All jobsite storage locations must have the prior approval of RJM. Upon request by RJM, the Subcontractor will relocate, at its own expense, its on-site material and equipment as required to facilitate progress of the work.
- r) Smoking - Smoking, chewing tobacco, electronic cigarettes and/or vaping will not be allowed on the project or anywhere on the premises.
- s) Eating / Drinking - Eating or drinking onsite must take place within designated and confined locations as defined by RJM's onsite Superintendent. Breaks and lunch period shall be taken in these designated areas and the subcontractors shall be responsible for the daily clean up all associated debris and waste. This shall include all aluminum, glass, or plastic beverage bottles as well casual eating such as, “sunflower seeds” that may cause a nuisance and have potential for bacterial growth if not immediately cleaned up.

- t) Radios / Headphones - Private radios, headphones, earbuds, private cell phone use, etc. are not allowed on the project site. RJM reserves the right to remove any personnel who are found in violation of this rule. Any costs resulting from lost time or labor will be borne on the subcontractor(s) found in violation of this rule.
- u) Supervision - The subcontractor will maintain a superintendent/foreman on the jobsite who is experienced and competent during all phases of the work.
- v) Crane Pick Plans - At least ten (10) business days before a crane is mobilized to a job site the Subcontractor responsible for the crane pick must submit a pick plan to RJM which includes the following information:
 - Information on the crane, crane configuration, operator, rigger, and competent persons, including all applicable training, certifications, inspections and evaluations
 - Information on the load, the capacity of the crane's configuration, and rigging
 - Crane company COI (if equipment does not belong to the subcontractor)
 - JHA involving ground and overhead conditions, proximity to powerlines, fall prevention, and other material handling considerations
- w) Safety Helmets - Each Subcontractor will provide to their employees Type 2 Helmets that meet the requirements of ANSI/ISEA Z89.1-2014 (R2019) - providing protection against impacts to the top, side, and back of the head, along with retention to prevent displacement from the head. Helmet labels must display an ANSI/ISEA Z89.1-2014 designation indicating a Type 2 variety with Class C (vented), or Class G or E if exposed to respective electrical hazards. Type 2 Helmets must be worn and maintained as described by ANSI and the manufacturer.
- x) Safety Consultation Programs - All Subcontractors are required to attend and participate in safety consultation efforts related to the project including MNOSHA's MNSHARP Consultation Program, AGC-CHASE Project Partnerships, and RJM Site Safety Walks. Companies actively involved with work on the project will participate through the attendance of a crew supervisor, company safety representative, or project manager who have the ability to correct safety concerns in a timely manner.

2.4 Quality Assurance Program Requirements

The Quality Assurance Program Requirements set forth in this Exhibit D are designed to further the goals of performing the Work correctly the first time, planning and coordinating the Work, eliminating errors, eliminating rework, maintaining efficient trade flow, and avoiding unnecessary delays. Accordingly, the Quality Assurance Program Requirements necessarily require close coordination with RJM.

- a) Subcontractor shall designate a quality representative (the "Quality Representative") with responsibility to manage on behalf of Subcontractor all aspects of the quality process described in this Exhibit D.
- b) Subcontractor shall participate in a preconstruction meeting with RJM at a time scheduled by RJM. The Quality Representative, among other Subcontractor personnel, shall attend the preconstruction meeting, as one of the purposes of the meeting will be to review the quality requirements for the Work under the Contract Documents.
- c) A Definable Feature of the Work (sometimes referred to as a DFW) is defined as a task which is separate and distinct from other tasks and has the same control requirements and work crews. For purposes of this Subcontract the Definable Features of the Work are identified in the scope exhibit attached as Exhibit B to the Subcontract, or as subsequently identified by RJM.

- d) Subcontractor shall, within thirty (30) calendar days after execution of the Subcontract (unless required earlier by the construction schedule), submit to RJM a site-specific Quality Management Plan covering all of the Work, including Work to be performed by subcontractors and suppliers at any tier to Subcontractor. The plan shall include the following:
- i. An organizational chart of Subcontractor personnel assigned to the Project with roles and responsibilities, including the identity of the Quality Representative.
 - ii. Identification of individuals responsible for performance of inspection of various aspects of the Work.
 - iii. The name, qualifications, duties and responsibilities of each person assigned to a quality control function.
 - iv. A description of subcontractor's procedure for ensuring that the most current drawing updates, specification updates, requests for information, changes to the Contract Documents, and requirements of approved shop drawings will be processed, tracked and communicated to both office and field team members and will be incorporated into the as-built documents.
 - v. A log to identify and track all testing required by the Contract Documents and applicable codes.
 - vi. A complete list of closeout deliverables required under the Contract Documents, including operation and maintenance manuals, owner training(s), warranties, guarantees, and extra stock materials.
 - vii. Checklists for all inspections required by the Quality Management Plan.

If RJM provides comments on the Quality Management Plan, Subcontractor shall address RJM's comments and resubmit the Quality Management Plan to RJM.

- e) If scheduled by RJM, Subcontractor shall participate in one or more Pull-Planning Meetings with RJM and other subcontractors for the purpose of determining appropriate trade flow and further development of schedule details.
- f) In collaboration with RJM, Subcontractor shall develop an integrated work plan for each Definable Feature of the Work describing how the Work (including Work performed by its subcontractors and suppliers at any tier to Subcontractor) will be installed. The integrated work plan shall outline requirements for the following:
- 1) Safety
 - 2) Quality
 - 3) Site utilization and access
 - 4) Schedule and work sequences (including where the work will start and what direction the work will proceed)
 - 5) Manpower and other resources
 - 6) Utilities needed for performance of the Work
 - 7) Equipment needed for performance of the Work
 - 8) Establishing conformity of materials with the Contract Documents and approved shop drawings
 - 9) Material handling
 - 10) Industry standards, references and best practices
 - 11) Installation processes.
- g) For each Definable Feature of the Work, Subcontractor shall participate in a preinstallation coordination meeting (the "Preinstall Meeting") to be scheduled by RJM prior to commencement of the applicable Work. The Quality Representative and the foreman or superintendent directly responsible for the installation of the applicable Work shall participate in

the Preinstall Meeting. The purpose of the Preinstall Meeting will be to review the following in order to determine whether the installation is ready to proceed:

- 1) requirements of the drawings and specifications;
 - 2) verification that all submittals have been submitted and approved;
 - 3) required inspections and testing;
 - 4) the Integrated Work Plan;
 - 5) status of completion of predecessor activities;
 - 6) Delivery status of required materials and availability of required labor; and
 - 7) other matters related to the installation of the Work.
- h) The Integrated Work Plan (IWP") for each Definable Feature of the Work shall be submitted to RJM at least one week prior to the Preinstall Meeting. If RJM provides comments on the IWP, Subcontractor shall address RJM's comments and resubmit the IWP to RJM. Subcontractor shall train its installation crews on the content of the IWP and perform the Work in accordance with the IWP. If any modifications to the IWP are required as a result of changed or unforeseen conditions, a revised IWP shall be submitted to and reviewed with RJM prior to commencement of the Work affected by the changed or unforeseen conditions, unless otherwise directed by RJM in writing.
- i) The Integrated Work Plan (IWP") for each Definable Feature of the Work shall be submitted to RJM at least one week prior to the Preinstall Meeting. If RJM provides comments on the IWP, Subcontractor shall address RJM's comments and resubmit the IWP to RJM. Subcontractor shall train its installation crews on the content of the IWP and perform the Work in accordance with the IWP. If any modifications to the IWP are required as a result of changed or unforeseen conditions, a revised IWP shall be submitted to and reviewed with RJM prior to commencement of the Work affected by the changed or unforeseen conditions, unless otherwise directed by RJM in writing.
- j) Subcontractor shall schedule the preparation and submission of all submittals related to each Definable Feature of the Work to allow approval of such submittals prior to the Preinstall Meeting.
- k) If during the Preinstall Meeting it is determined that Subcontractor is not ready to proceed with the installation of the DFW, Subcontractor shall participate in additional Preparatory Meetings until it is determined that Subcontractor is adequately prepared to commence with the applicable Work.
- l) Subcontractor shall participate in and/or perform the following quality inspections of the Work (which may be at the Project site or at another location), at a minimum:
- m) An inspection of each mock-up that may be required by the Subcontract or Contract Documents.
- n) For each Definable Feature of the Work, an initial inspection (the "Initial Inspection") shall be conducted jointly by RJM and Subcontractor upon the completion of the installation of the first portion of the Work. The purpose of the Initial Inspection is to verify that the installation process is consistent with the requirements of the integrated work plan and that the Work conforms to the Contract Documents. If the installation process is not consistent with the integrated work plan, Subcontractor shall modify its installation process to conform to the integrated work plan or appropriately modify its integrated work plan. If the Work does not conform to the requirements of the Contract Documents, Subcontractor shall correct the Work immediately and in all cases before performing any additional Work.

- o) If any modifications are required to be made to the to the IWP as a result of the Initial Inspection, Subcontractor shall submit the modified plan to RJM for RJM's review and comment prior to continuing with the installation.
- p) Follow up inspections, to be performed by Subcontractor for each Definable Feature of Work as follows:
 - i. An inspection upon receipt of each delivery of equipment or materials that will be incorporated into the Work to ensure that the equipment or materials conform to the requirements of the Contract Documents.
 - ii. On-going inspections shall be performed periodically as the Work progresses, at least in definable areas determined by RJM (for example, by room, area, elevation, or other) or at a frequency determined by RJM.
 - iii. Cover-up inspections, before any in-wall work is covered up and made inaccessible by the successor trades. Cover-up Inspections shall be conducted and all work identified as deficient shall be corrected before the Work is made inaccessible.
 - iv. A pre-final inspection, when Subcontractor believes that all Work is complete.
 - v. A final inspection, after all non-conforming work previously identified has been corrected and Subcontractor believes the Work is complete, in order to verify that the Work is complete and acceptable.
 - vi. For each inspection described above, Subcontractor shall use checklists and other quality control documents that may be required in the integrated work plan or the Contract Documents or that are jointly developed by Subcontractor and RJM.
- q) Supervision - The subcontractor will maintain a superintendent/foreman on the jobsite who is experienced and competent during all phases of the work. It is the Subcontractor's responsibility to ensure that the superintendent has an adequate and up-to-date set of plans and any other information required to perform the work.
- r) Subcontractor shall maintain at the Project site and make available to RJM upon request any industry references, standards, best practices, or installation guidelines that are referenced by the Contract Documents or that directly pertain to the installation or acceptance of the Work.
- s) Subcontractor shall maintain current as-built drawings (and building information models if such models are used by Subcontractor) as the Work progresses, and shall, at any time upon request, make them available for review by RJM or submit them to RJM.
- t) Contiguous Work - Subcontractor will be responsible to review contiguous work and coordinate its work accordingly. This may include out of sequence installation or comeback operations when necessary.
- u) Daily Reports - At the discretion of the RJM Site Superintendent, the Subcontractor will furnish to RJM on a daily basis, a Daily Work Report, which will include, the total number of workers employed on the job, description of the work performed, and a breakdown of workers by craft. Daily work reports are required to be turned into RJM by the end of each work shift for that same day's work.
- v) Pre-installation Inspection of Materials – Subcontractor is responsible for inspecting all materials prior to installation to determine that they meet specifications or other contractual requirements prior to installation. If included in the Subcontractor's scope of work, Subcontractor shall arrange and pay for inspection of long lead items by a third party prior to shipment from the manufacturer to the job site. A copy of such inspection report shall be provided to Contractor before shipment of the materials. In addition, Contractor reserves the right, but is also under no obligations, to conduct its own inspection of any materials prior or after delivery of such materials for the sole benefit of Owner and Contractor. None of the

inspections noted above shall affect or modify Subcontractor's obligation to supply materials which comply with the Contract documents or any liability associated therewith.

- w) Inspections of Completed Work - Each subcontractor is responsible for scheduling and attending all required inspections related to their work. Subcontractors shall provide access for inspection of the work to RJM and the inspectors. The subcontractor shall notify RJM of all scheduled inspections.
- x) Cleanup - Subcontractor will be required to cleanup all Subcontractor generated debris from site on a daily basis. Concrete debris must be removed by the subcontractor on a daily basis. All other Subcontractor generated debris shall be sorted and placed within the recycling and debris bins provided by RJM at locations designated by RJM. Subcontractor must also remove any combustible debris on a daily basis. Should the Subcontractor fail to perform their cleanup responsibilities, RJM may give Subcontractor advanced notice of an intention to back charge for this work, however commensurate with the urgency, nature, and scope of the back charge, such advance notice shall not be a prerequisite for making such back charges against the Subcontractor.
- y) Nothing in this Exhibit D shall be deemed to diminish in any way Subcontractor's responsibility for its means and methods, the quality and safety of the Work, performance of the Work as required by the construction schedule, or Subcontractor's compliance in all respects with the Contract Documents. Subcontractor retains sole responsibility for all such matters.

3. BILLING REQUIREMENTS

3.1 Allowances

- a) Contract Allowance Work - If an allowance for a time and material scope of work is included within a contract, then it is assumed that all field supervision, office supervision and other overhead type costs are already included within the base bid amount. RJM will only approve field related direct costs for completing the work related to the allowance. These costs may include: journeyman labor, materials, subcontract costs and equipment costs.

3.2 Overtime / Additional Work

- a) Overtime Work: Subcontractors are to include any and all overtime required to complete their scope of work in accordance with the schedule set forth by RJM during the Bid Period. Any overtime work, above and beyond a forty (40) hour work week, required of the subcontractor to complete their work in accordance with RJM's Construction Schedule shall be specifically quantified (broken out by number of weekday overtime hours required and number of weekend overtime hours required) by the subcontractor in their bid proposal to RJM. Any overtime work required of the subcontractor to complete their scope of work in accordance with the schedule set forth by RJM during the Bid Period, beyond what was quantified in the subcontractor's bid proposal, shall be the subcontractor's cost responsibility. Furthermore, all costs associated with RJM's onsite supervision of such overtime work shall be the responsibility of the subcontractor.
- b) Extra Work - Quoted Scope: Requests for extra work will only be considered by RJM if the subcontractor submits a quotation to RJM in writing within three (3) calendar days of receipt of revised plans, addenda, or other change instruction. NOTE: Extra work shall not be performed by the subcontractor unless the full scope of work is approved in writing by RJM's project management team, prior to the start of the extra work. The onsite RJM superintendent cannot authorize extra work. Allowable overhead and profit on Change Requests shall be limited to a maximum of ten (10%) on Subcontractor self-performed work and five (5%) on sub-subcontract work. Unit costs for labor, material, equipment, etc. will be used to

determine the direct cost of extra work and shall be in accordance with the mutually agreed upon unit costs which will be included in the subcontract documents.

- c) Extra Work - Field Directed: When schedule constraints dictate otherwise, RJM's office may direct field work in advance of receiving a formal quotation. For these instances, any field work requested by RJM shall be performed by the subcontractor on a time and material basis. All labor, equipment, materials, etc. used shall be verified by RJM's field superintendent in writing on an RJM Work Order on a daily basis. NOTE: Work performed without this written verification and without RJM's field superintendent's signature will not be approved by RJM. Unit costs for labor, material, equipment, etc. will be used to determine the direct cost of field work and shall be in accordance with the mutually agreed upon unit costs which will be included in the subcontract documents. Requests for change order(s) for all field work performed on a T&M basis must be submitted to RJM within three (3) calendar days following completion of the field work performed or they will not be approved by RJM

3.3 Invoicing

- a) Subcontractor Accounting: Subcontractors must submit monthly invoices broken out by the agreed upon schedule of values.
- b) Billing: Billing must be received at the RJM office by the 25th of each month if the subcontractor wishes to be paid on time. Billing for labor and equipment will only be allowed for work done between the time of the last invoice and the 25th of the current month.
- c) Payment for Materials - Billing for materials will be allowed once the material has been delivered to the site (note that it does not necessarily have to be installed) or special arrangements for stored materials may be made. Such invoicing shall be accompanied by a properly completed "Subcontractor/Storage Affidavit" along with photographic evidence of the material being claimed for storage. Additional Certificates of Insurance, naming RJM Construction as the Policy Holder, for an amount greater than or equal to the valuation of the Stored Materials will also be required.
- d) Lien Releases: Proper lien releases will be required prior to release of progress and final payments. RJM will require a conditional lien release from each subcontractor and unconditional lien releases from any lower tier vendors who have filed prelien notices. RJM reserves the right to issue joint checks payable to both the subcontractor and lower tier vendor. This policy applies to final payment as well.
- e) Retention: A retention of five percent (5%) of the total contract amount will be held until all of the contracted work is completed to the satisfaction of RJM, and all warranties, guarantees, and closeout documentation has been received by RJM.
- f) Pay Application Submission Criteria: RJM will require that all Applications for Payment and all supporting documents from Subcontractors and their sub-tier subcontractors and suppliers, be in electronic format and submitted on the RJM Pay Application and Continuation Sheets.
- g) Special Application for Payment Criteria / GCPay: Depending on the Project-specific set-up, submissions may be handled via standard AIA-type Application and Certificate for Payment Forms or through the GCPay payment management system. Should RJM mandate the use of GC Pay, Subcontractor shall be responsible for the fees and costs associated with the subcontractor's use of this system.
- h) Certificates of Insurance: Subcontractors are required submit certificate of insurance to Billy, another third party vendor, or email to vendor_compliance@rjmconstruction.com as directed by RJM.

4 WARRANTY/CLOSEOUT REQUIREMENTS

4.1 Warranties

- a) Warranties - All guaranties and warranties of materials used or incorporated into the work shall be assigned and delivered to RJM for transmittal to the Owner. The warranties in the contract documents or assigned to Owner (See exemption below):
 - 1. shall not be deemed exclusive of any other warranty or guaranty, whether expressed or implied.
 - 2. shall survive the completion of the work and/or termination of the contract.
 - 3. and shall inure to the benefit of the Owner's successors and assigns.
- b) Tax-Exemption Clause for Materials Only - In situations where the Project stipulates Tax- Exempt material purchases, the Subcontractor is still responsible for the documentation and transfer of the material warranties from the manufacturer/supplier to the Owner.
- c) Punchlist - Subcontractor shall complete or correct all punchlist items within five (5) working days after receipt of a punchlist.
- d) Closeout Documentation - All closeout documentation shall be submitted to the RJM Office within two (2) weeks of completion of the Subcontract Scope of Work in the format and quantities specified for the given Project.
- e) Retention Withholdings - RJM shall withhold all retention payments until receipt of an approved and complete closeout package is received by RJM's office staff.

Lakeville FiRST Center - Contract Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026		
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1		Lakeville FiRST Center Schedule 1.9.25	380 days	Tue 12/31/24	Mon 6/15/26																			
2		Preconstruction	94 days	Tue 12/31/24	Fri 5/9/25																			
3		Bidding	23 days	Tue 12/31/24	Thu 1/30/25																			
4		Bid Opening	1 day	Thu 1/30/25	Thu 1/30/25	3FF																		
5		Award Contracts	6 days	Fri 1/31/25	Fri 2/7/25	4																		
6		Permitting	42 days	Thu 1/9/25	Fri 3/7/25																			
7		Submittals	65 days	Mon 2/10/25	Fri 5/9/25	5																		
8		Demo	15 days	Mon 3/17/25	Fri 4/4/25																			
9		Hazardous Waste Disposal	3 days	Mon 3/17/25	Wed 3/19/25	6FS+5 days																		
10		Utilities Disconnects	5 days	Mon 3/17/25	Fri 3/21/25	9SS																		
11		Building Demo	10 days	Mon 3/24/25	Fri 4/4/25	9,10																		
12		Earthwork and Utilities	108 days	Mon 3/17/25	Wed 8/13/25																			
13		Tree and Site Grubbing	3 days	Mon 3/17/25	Wed 3/19/25	9SS																		
14		Site Clearing and Removal	5 days	Mon 4/7/25	Fri 4/11/25	11																		
15		Soil Correction	15 days	Mon 4/14/25	Fri 5/2/25	14																		
16		Below Grade Utilities	5 days	Mon 5/5/25	Fri 5/9/25	15																		
17		Temp Access Road	3 days	Mon 5/12/25	Wed 5/14/25	16																		
18		Storm Sewer	15 days	Mon 5/5/25	Fri 5/23/25	15																		
19		Site Electrical	5 days	Mon 5/5/25	Fri 5/9/25	15																		
20		Footings Excavation	15 days	Mon 5/12/25	Fri 5/30/25	16																		
21		Foundation Insullation	4 days	Thu 6/19/25	Tue 6/24/25	35FS-2 days																		
22		Backfill To Top of Footing	4 days	Fri 6/20/25	Wed 6/25/25	21FS-3 days																		
23		Crane Road	2 days	Fri 6/27/25	Mon 6/30/25	38																		
24		Curbs and Gutters	5 days	Mon 7/28/25	Fri 8/1/25	46																		
25		Light Pole Bases	3 days	Mon 8/4/25	Wed 8/6/25	24																		
26		Asphalt Sub Base	3 days	Thu 8/7/25	Mon 8/11/25	25																		
27		Asphalt 1st lift	1 day	Tue 8/12/25	Tue 8/12/25	26																		
28		Temporary Soil Stabilization	1 day	Wed 8/13/25	Wed 8/13/25	27																		
29		Concrete & Masonry	160 days	Tue 5/13/25	Mon 12/22/25																			
30		Form & Pour Strip Footings - Area B	9 days	Tue 5/13/25	Fri 5/23/25	20SS+1 day																		
31		MEP Sleeves - Area B	3 days	Wed 5/14/25	Fri 5/16/25	30SS+1 day																		
32		Form & Pour Foundation Walls - Area B	9 days	Mon 5/26/25	Thu 6/5/25	30																		
33		Block Foundation Walls - Area B	7 days	Wed 5/28/25	Thu 6/5/25	32FF																		
34		Form & Pour Pad Footings - Area B	5 days	Mon 7/7/25	Fri 7/11/25	33,42																		
35		Form & Pour Strip Footings - Area A	11 days	Fri 6/6/25	Fri 6/20/25	33																		
36		MEP Sleeves - Area A	4 days	Tue 6/10/25	Fri 6/13/25	35SS+2 days																		
37		Form & Pour Pad Footings - Area A	5 days	Mon 6/23/25	Fri 6/27/25	35																		
38		Form & Pour Strip Footings - Warehouse	4 days	Mon 6/23/25	Thu 6/26/25	35																		
39		Form & Pour Stoops	15 days	Mon 6/30/25	Fri 7/18/25	37																		
40		Interior Above Grade Masonry	15 days	Tue 12/2/25	Mon 12/22/25	278SS+7 days																		

Lakeville FiRST Center - Contract Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026		
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
41		Precast	135 days	Tue 7/1/25	Mon 1/5/26																			
42		Precast Erection - Area B	4 days	Tue 7/1/25	Fri 7/4/25	23																		
43		Precast Erection - Area A	6 days	Mon 7/7/25	Mon 7/14/25	42																		
44		Precast Welding and Detailing	10 days	Mon 7/7/25	Fri 7/18/25	42																		
45		Below Grade Caulking	4 days	Tue 7/15/25	Fri 7/18/25	43																		
46		Earthwork Backfill	5 days	Mon 7/21/25	Fri 7/25/25	45,44																		
47		Above Grade Caulking	5 days	Mon 7/28/25	Fri 8/1/25	46																		
48		Remove Precast Supports	3 days	Thu 9/11/25	Mon 9/15/25	55																		
49		Structural Steel	121 days	Mon 7/21/25	Mon 1/5/26																			
50		Bearing Plates & Deck Angle	5 days	Mon 7/21/25	Fri 7/25/25	44																		
51		Columns	5 days	Mon 7/28/25	Fri 8/1/25	50																		
52		Beams	5 days	Mon 8/4/25	Fri 8/8/25	51																		
53		Joists	8 days	Mon 8/11/25	Wed 8/20/25	52																		
54		Decking	5 days	Thu 8/21/25	Wed 8/27/25	53																		
55		Welding and Detailing	10 days	Thu 8/28/25	Wed 9/10/25	54																		
56		Misc Metals	10 days	Tue 12/23/25	Mon 1/5/26	40																		
57		Metal Panels	15 days	Tue 9/16/25	Mon 10/6/25																			
58		Metal Panel Framing	5 days	Tue 9/16/25	Mon 9/22/25	48																		
59		Metal Panels and Soffits	10 days	Tue 9/23/25	Mon 10/6/25	58																		
60		Roofing	31 days	Thu 9/11/25	Thu 10/23/25																			
61		Roof Blocking	10 days	Thu 9/11/25	Wed 9/24/25	55																		
62		Roof Penetrations	4 days	Thu 9/11/25	Tue 9/16/25	55																		
63		Roof Drain Rough Ins	4 days	Wed 9/17/25	Mon 9/22/25	62																		
64		Roof Insulation	8 days	Tue 9/23/25	Thu 10/2/25	63																		
65		Roof Membrane	8 days	Fri 10/3/25	Tue 10/14/25	64																		
66		Roof Flashing	6 days	Wed 10/15/25	Wed 10/22/25	65																		
67		Roof Pavers	1 day	Thu 10/23/25	Thu 10/23/25	66																		
68		MEP Underground Rough Ins	15 days	Tue 9/16/25	Mon 10/6/25																			
69		Plumbing Undergrounds	10 days	Tue 9/16/25	Mon 9/29/25	48																		
70		Electrical Undergrounds	8 days	Thu 9/18/25	Mon 9/29/25	69FF																		
71		Trench Drains	5 days	Tue 9/30/25	Mon 10/6/25	69																		
72		Slab on Grade Concrete	69 days	Wed 10/15/25	Mon 1/19/26																			
73		Sand Cushion	5 days	Wed 10/15/25	Tue 10/21/25	65																		
74		Vapor Barrier	8 days	Mon 10/20/25	Wed 10/29/25	65FS+3 days																		
75		Insulation	4 days	Thu 10/30/25	Tue 11/4/25	74																		
76		Rebar	8 days	Wed 11/5/25	Fri 11/14/25	75																		
77		Forming	4 days	Mon 11/17/25	Thu 11/20/25	76																		
78		Concrete Placement	10 days	Fri 11/21/25	Thu 12/4/25	77																		
79		Concrete Curing	28 days	Fri 12/5/25	Tue 1/13/26	78																		
80		Concrete Sealing	4 days	Wed 1/14/26	Mon 1/19/26	79																		

Lakeville FiRST Center - Contract Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026		
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
81		Range System	75 days	Mon 2/9/26	Fri 5/22/26																			
82		Range System Installation	75 days	Mon 2/9/26	Fri 5/22/26	40																		
83		Interior Framing	30 days	Fri 12/5/25	Thu 1/15/26																			
84		Doors Frames (Stud Walls)	7 days	Fri 12/5/25	Mon 12/15/25	85SS																		
85		Cold Form Metal Framing	20 days	Fri 12/5/25	Thu 1/1/26	78																		
86		Door Frames (CMU Walls)	5 days	Tue 12/23/25	Mon 12/29/25	40																		
87		Blocking & Backing	10 days	Fri 1/2/26	Thu 1/15/26	85																		
88		MEP Rough Ins	46 days	Fri 1/2/26	Fri 3/6/26																			
89		Plumbing Rough Ins	20 days	Fri 1/2/26	Thu 1/29/26	85																		
90		HVAC Rough Ins	20 days	Fri 1/2/26	Thu 1/29/26	85																		
91		Fire Suppression Rough Ins	20 days	Fri 1/2/26	Thu 1/29/26	85																		
92		Electrical Rough Ins	25 days	Fri 1/2/26	Thu 2/5/26	85																		
93		Low Voltage Rough Ins and Pathways	10 days	Fri 1/23/26	Thu 2/5/26	92FF																		
94		Fire Alarm Rough Ins	10 days	Fri 1/23/26	Thu 2/5/26	92FF																		
95		Drywall	31 days	Fri 1/23/26	Fri 3/6/26																			
96		Drywall Hang	15 days	Fri 1/23/26	Thu 2/12/26	89FS-5 days																		
97		Drywall Finishing	16 days	Fri 2/13/26	Fri 3/6/26	96																		
98		Storefront, Doors, Windows	76 days	Fri 1/23/26	Fri 5/8/26																			
99		Storefront Doors & Frames	8 days	Fri 1/23/26	Tue 2/3/26	96SS																		
100		Glazing	8 days	Wed 2/18/26	Fri 2/27/26	99FS+10 days																		
101		HM & Wood Doors	7 days	Thu 4/16/26	Fri 4/24/26	115																		
102		Door Hardware	10 days	Mon 4/27/26	Fri 5/8/26	101																		
103		Painting	45 days	Mon 3/9/26	Fri 5/8/26																			
104		Paint Ceilings	10 days	Mon 3/9/26	Fri 3/20/26	97																		
105		Paint Precast and Masonry	15 days	Mon 3/23/26	Fri 4/10/26	104																		
106		Paint Interior Drywall	10 days	Mon 4/13/26	Fri 4/24/26	105																		
107		Paint Misc Metals	10 days	Mon 4/27/26	Fri 5/8/26	106																		
108		Tile	18 days	Mon 3/9/26	Wed 4/1/26																			
109		Wall Tile	8 days	Mon 3/9/26	Wed 3/18/26	97																		
110		Floor Tile	10 days	Thu 3/19/26	Wed 4/1/26	109																		
111		Flooring	93 days	Wed 1/14/26	Fri 5/22/26																			
112		Polished Concrete	5 days	Wed 1/14/26	Tue 1/20/26	79																		
113		Carpet	15 days	Thu 4/2/26	Wed 4/22/26	110																		
114		Resilient Flooring	15 days	Thu 4/2/26	Wed 4/22/26	110																		
115		Wood Flooring	10 days	Thu 4/2/26	Wed 4/15/26	110																		
116		Interior Finishes	37 days	Thu 4/2/26	Fri 5/22/26																			
117		Restroom Partitions	5 days	Thu 4/2/26	Wed 4/8/26	110																		
118		Casework	15 days	Thu 4/23/26	Wed 5/13/26	113																		
119		Stainless Countertops	7 days	Mon 4/27/26	Tue 5/5/26	106																		
120		Toilet Accessories	6 days	Thu 4/9/26	Thu 4/16/26	117																		

Lakeville FiRST Center - Contract Schedule

ID	 Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026		
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
121		Fire Extinguisher Cabinets	3 days	Mon 4/27/26	Wed 4/29/26	106																121		Fire Extinguisher Cabinets
122		ACT Ceiling	20 days	Mon 4/27/26	Fri 5/22/26	106																122		ACT Ceiling
123		Lockers	8 days	Mon 4/27/26	Wed 5/6/26	106																123		Lockers
124		Doors and Hardware	8 days	Thu 4/23/26	Mon 5/4/26	113																124		Doors and Hardware
125		Interior Glazing	3 days	Tue 5/5/26	Thu 5/7/26	124																125		Interior Glazing
126		Door Operators	3 days	Tue 5/5/26	Thu 5/7/26	124																126		Door Operators
127		Appliances	2 days	Thu 5/14/26	Fri 5/15/26	118																127		Appliances
128		MEP Finishes	23 days	Mon 4/27/26	Wed 5/27/26																			
129		Lighting Fixtures and Devices	15 days	Mon 4/27/26	Fri 5/15/26	106																129		Lighting Fixtures and Devices
130		Grills, Diffusers, Registers	15 days	Mon 4/27/26	Fri 5/15/26	129FF																130		Grills, Diffusers, Registers
131		Plumbing Fixtures	10 days	Thu 5/14/26	Wed 5/27/26	118																131		Plumbing Fixtures
132		Low Voltage Finishes	10 days	Thu 5/14/26	Wed 5/27/26	131FF																132		Low Voltage Finishes
133		Testing and Balancing	8 days	Mon 5/18/26	Wed 5/27/26	130																133		Testing and Balancing
134		Final Cleaning	17 days	Tue 5/5/26	Wed 5/27/26																			
135		Final Clean Parking	3 days	Thu 5/7/26	Mon 5/11/26	146																135		Final Clean Parking
136		Final Clean Interior	8 days	Mon 5/18/26	Wed 5/27/26	127																136		Final Clean Interior
137		Final Clean Exterior	4 days	Tue 5/5/26	Fri 5/8/26	144																137		Final Clean Exterior
138		Precast Finish	5 days	Mon 5/11/26	Fri 5/15/26																			
139		Precast Washing and Graffiti Coat	5 days	Mon 5/11/26	Fri 5/15/26	137																139		Precast Washing and Graffiti Coat
140		Exterior Improvements	40 days	Thu 4/2/26	Wed 5/27/26																			
141		Exterior Flatwork	10 days	Thu 4/2/26	Wed 4/15/26	115SS																141		Exterior Flatwork
142		Exterior Fence and Gate	10 days	Mon 4/6/26	Fri 4/17/26	141SS+2 days																142		Exterior Fence and Gate
143		Landscape Irrigation	5 days	Thu 4/16/26	Wed 4/22/26	141																143		Landscape Irrigation
144		Landscaping	8 days	Thu 4/23/26	Mon 5/4/26	143																144		Landscaping
145		Exterior Building Sign	8 days	Mon 5/18/26	Wed 5/27/26	139																145		Exterior Building Sign
146		Asphalt 2nd Lift	2 days	Tue 5/5/26	Wed 5/6/26	144																146		Asphalt 2nd Lift
147		Parking Lot Striping	1 day	Thu 5/7/26	Thu 5/7/26	146																147		Parking Lot Striping
148		Substantial Completion	13 days	Thu 5/28/26	Mon 6/15/26																			
149		Substantial Completion	1 day	Thu 5/28/26	Thu 5/28/26	147,136,127																149		Substantial Completion
150		Punchlist	11 days	Fri 5/29/26	Fri 6/12/26	149																150		Punchlist
151		Owner Equipment	5 days	Fri 5/29/26	Thu 6/4/26	149																151		Owner Equipment
152		Owner Furniture	10 days	Fri 5/29/26	Thu 6/11/26	149																152		Owner Furniture
153		Owner Occupancy	1 day	Mon 6/15/26	Mon 6/15/26	150,151,152																153		Owner Occupancy

EXHIBIT F

INVOICING REQUIREMENTS

GCPay will be utilized for this project and will be required for all submissions of payment applications, change orders, compliance materials and lien waivers.

GCPay is an online construction payment management product that allows general contractors and subcontractors to quickly and easily collaborate on and automate the application for payment (AFP), lien waiver, compliance and payment process

Subcontractors shall use GCPay to submit all payment applications, compliance materials and lien waivers.

GCPay is cloud-based, so can be used at any time by visiting gcpay.com from any device – computer, tablet or smart phone.

While the GCPay system is simple to use, GCPay will provide online training session/s for you and your employees. We will schedule these trainings in the near future and notify you of date and time, along with a meeting invite.

If you are not already registered within the GC Pay database system, immediately after Subcontract Award, Subcontractors can use the following steps to have your business set up in the system:

1. Visit gcpay.com and click GET STARTED at the top of the home page. If you have questions during the registration process, call the GCPay customer support team on 877-447-2584
2. Follow the prompts to register your company and create a login

If you are already using GCPay for other projects or GC's, you do not need to register again. We will give access to your projects and you will see these projects the next time you log in to GCPay.

24 x 7 x 365 support is available to you. Contact the GCPay support team at any time by phone on 877-447-2584 or by email on support@gcpay.com.

GCPay is being implemented on this project at no cost to the Subcontractor. However, should the Subcontractor wish to select payment by ACH, a 0.15% fee will be charged (\$25 minimum per payment, \$2,500 cap per contract).

SECTION 004115
RESPONSIBLE CONTRACTOR VERIFICATION

AFFIDAVIT OF RESPONSIBLE CONTRACTOR

State of Minnesota)
) SS
County of _____)

I hereby swear (or affirm) under the penalty for perjury at the time of submitting a
prime contractor bid for the City of Lakeville FiRST Center project to the City of Lakeville:

1. That I am a contractor within the meaning of MINN. STAT. § 16C.285, subd 1(c);
2. That I am in compliance with worker’s compensation and unemployment insurance requirements;
3. That I am currently registered with the Department of Revenue and the Department of Employment and Economic Development;
4. That I have a valid Federal Tax Identification Number;
5. That if I am a foreign corporation or cooperative, I have filed a Certificate of Authority to transact business in Minnesota with the Secretary of State;
6. That I am in compliance with and since July 1, 2014 or a three-year period before submitting this verification, whichever is shorter (“Applicable Period”), have not violated Minn. Stat. §§ 177.24, 177.25, 177.41 – 177.44, 181.13, 181.14 or 181.722, and have not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the Applicable Period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during the Applicable Period;
 - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;

- iii. Has been issued at least two determination letters within the Applicable Period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to Minn. Stat. § 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.
7. That I am in compliance with and, during the Applicable Period before submitting the verification, have not violated Minn. Stat. § 181.723 or Minn. Stat. Ch. 326B. For purposes of this clause, a violation occurs when a contractor has been issued a final administrative or licensing order;
8. That I have not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the Applicable Period before submitting the verification;
9. That I am not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor;
10. That the following consists of a list of first-tier subcontractors that I intend to retain for work on the Project:
- i.
 - ii.
 - iii.
 - iv.
11. That I will submit to the City a supplemental verification under oath confirming compliance with Minn. Stat. § 16C.285, subdivision 3, clause (7) upon being determined the apparent successful prime contractor as a condition precedent to execution of the construction contract with the City for the Project.

Firm (Contractor/Bidder) Name_____

Signed _____
(Owner or Officer)
Printed Name by Owner or Officer: _____
Title: _____

Bidder's E.I. Number: _____
(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941)

Subscribed and sworn to before me this _____ day of _____, 20____.

(SEAL) _____
Notary Public

END OF SECTION



Exhibit H

RJM Construction
City of Lakeville Public Safety Training Facility (Project Number 24520-0014)
JOBSITE SAFETY REQUIREMENTS

All persons working or visiting shall comply with the following safety requirements on all RJM Construction worksites. Each subcontractor is responsible for their tiered-subcontractor and vendors they shall assume all expenses related to, but not limited to, the following safety protocols:

- Personal protective equipment
- Drug and alcohol-free workplace testing
- Training requirements

Each Subcontractor shall designate a full time on-site safety representative. The safety representative shall be responsible for performing safety inspections and identifying and resolving safety related concerns. All subcontractors shall have their site supervisor and/or safety representative attend a pre-construction meeting to review the following:

- Safety policies for the jobsite
- New employee orientation requirements
- Weekly Tool-Box Safety meetings at the jobsite (to be turned in weekly to RJM Superintendent)
- Conducting a weekly safety inspection and hazard identification
- Accident reporting and emergency procedures
- Accountability for all crew members and tiered subcontractor crew members in the event of an emergency and reporting to the site superintendent if anyone is unable to be accounted for.

If the subcontractor or tiered-subcontractor refuses to correct unsafe conditions, RJM Construction and their representatives are authorized to stop that portion of the work until the work can be brought into compliance with established project safety requirements. The cost to bring the work operation into compliance shall be incurred by the subcontractor and/or tiered-subcontractor and at no time shall the cost be charged to RJM Construction.

Each subcontractor shall immediately notify RJM Construction Project Superintendent of all employee injuries, property damage and general public incidents. Written investigation reports shall be completed and forwarded to RJM Construction Superintendent within 24 hours of any incident involving employee injury, property damage and incidents with the general public.

Company Name: _____
Initials _____ Date _____



Safety Orientation and Policies

For ALL personnel working or visiting on RJM Construction Project's

Check when completed

To be completed by Subcontractors, their tiered-subcontractors, Architects, Engineers and vendor employees prior to beginning work on site. All site visitors are also required to complete a visitor waiver.

- Initial _____ RJM Employees, Contractors and tiers of subcontractors and vendors shall adhere to all RJM site-specific safety requirements, OSHA applicable regulations (most current edition) and state, federal and local regulations.
- Initial _____ **DO NOT** remove, alter or otherwise impair the effectiveness of safety measures without approval from RJM Construction Superintendent. Doing so may result in removal from site.
- Initial _____ Subcontractors shall hold weekly safety meetings with all workers (mandatory attendance). Document these meetings and submit a copy to RJM Construction Supervision.

Job Site Conduct/Policies

- Initial _____ Anyone acting in an unsafe manner may be removed from the jobsite.
- Initial _____ **Use of iPods, MP3 Players and personal Radio/Cd players requiring earbuds or headsets and personnel cell phone use are prohibited.**
UNDER NO CIRCUMSTANCES SHOULD AN OPERATOR BE ON THE PHONE WHILE ANY EQUIPMENT IS IN USE. If you must take a business call during operation, you must stop the equipment, put it in neutral/park, lower attachments to the ground, then take the call.
- Initial _____ Alcohol, drug use, marijuana/THC/cannabis products, fighting, harassment or horseplay are prohibited and will result in immediate removal from the project and or company.
- Initial _____ Tobacco products (including e-cigarettes) are only allowed outside the building; violations may lead to immediate removal from the site.
- Initial _____ Inappropriate language or negative attitudes will not be tolerated. Offenders may be asked to leave the site. All jobsite workers must be respectful always.
- Initial _____ All workers must use designated construction entry points. The requirement to wear PPE starts as soon as you set foot on the site.

Subcontractor Responsibility (ies):

1. _____ Have required competent person on site at all times. Provide names to RJM superintendent.
2. _____ Ensure that all new employees, vendors and visitors to the construction project shall be properly trained in hazard recognition and complete the site safety orientation requirements.
3. _____ No one is to operate motorized power trucks and other mechanized equipment unless certified by subcontractor and listed on the RJM Equipment Trained form. OSHA requires certain equipment operators be certified. Proof of certification must be provided upon request. All moving equipment is to be inspected daily and have proper warning devices. Seat belts, if provided, are to be used at all times.

Company Name: _____
Initials _____ Date _____



CONSTRUCTION

Site Chemicals:

1. _____ Monitor all combustible engines for Carbon Monoxide. Diesel engines must be monitored for NO₂. Document results at least 3 times per shift. If CO goes over 50 on meter, document every 10 minutes until under 50. CO level of 100 requires evacuation. If NO₂ goes over 2.5, document every 10 minutes until under 2.5. NO₂ level of 5 requires evacuation.
2. _____ Submit to RJM a copy of their Safety Manual and all required Safety Data Sheets **PRIOR** to starting work.
3. _____ Review SDS on all chemicals you are using with RJM Superintendent

Personal Protective Equipment required within established construction site:

1. _____ Wear hardhats 100% of the time (RJM does not furnish hardhats to anyone other than visitors)
2. _____ **Wear ANSI Z-87 approved eye and face protection 100% of the time while on the construction project. Prescription safety glasses require side shields. Face protection (shield) required when using grinders, chop saw, chipping hammer, and partner saw.**
3. _____ **Appropriate hard sole footwear shall be worn based on employee activity. (no athletic shoes, high heels or open toed footwear)**
4. _____ **Appropriate clothing shall be worn based on the jobsite. NO Shorts, skirts, or dresses. Trades are not allowed to wear tank tops; all shirts must have a minimum of a 4" sleeve)**
5. _____ Additional PPE as needed to protect workers from injury.
6. _____ **Wear Class II High Visibility Clothing when working around moving motor vehicles, traffic or as designated by jobsite rules.**
7. _____ All subcontractor delivery personnel are always to wear appropriate PPE while out of vehicle or remain in their vehicles. It is the subcontractor's responsibility to notify their vendor and enforce this policy.
8. _____ All personnel working in an area generating airborne silica dust must wear proper PPE. Employees of subcontractors must always follow their Silica Exposure Control Plan. If a dust cloud forms, no workers will be allowed to work in that area without proper PPE. RJM will stop all work not conforming to the Plan
9. _____ All persons welding are to wear proper clothing, hoods, glasses and ensure area is screened to prevent others from viewing the arc.

Housekeeping should be performed during and at end of work day:

1. _____ Always keep jobsite clean.
2. _____ DO NOT use fire extinguisher holders for any other use than they were intended for .
3. _____ Ensure all compressed gas cylinders are properly stored and secured at all times.

Company Name: _____
Initials _____ Date _____



CONSTRUCTION

4. ☐ Be aware of causes of Slips, Trips and Fall conditions and correct immediately.
5. ☐ Install all proper signage and controlled access zones to ensure others safety.
6. ☐ Never block emergency exits, keep exit lanes open at all times.
7. ☐ All concrete masonry contractors are to provide a cleanup station for removal of Hexavalent chromium from the skin if running water is not available.
8. ☐ **Everyone is to eat in their designated lunch areas. Empty pop and water containers are to be put in the garbage and NOT left on ledges nor thrown on the floor or put in the construction debris piles.**
9. ☐ **When sweeping the floor, compound or vacuuming must be used to control the dust. Piles are NOT to be left on the floor. They must be picked up immediately after sweeping. DRY sweeping is NOT allowed.**
10. ☐ Use of stilts is prohibited in areas where the floor is not 100% free of debris and electrical cords, or anything that can be perceived as a trip hazard.

Site Conditions:

1. ☐ Conduct and document daily jobsite safety inspection for your work area.
2. ☐ Fall protection policy requires workers exposed to falls of six feet and greater to use established fall protection methods or be 100% tied off.
3. ☐ All scaffolding is to be inspected daily and the inspection card signed and attached to the scaffold. Do not use scaffold unless it has been inspected and the card signed off by the competent person daily.
4. ☐ All hoisting or rigging is to be done in a controlled access zone with authorized personnel only allowed.
5. ☐ All exposed vertical rebar, sill plate bolts, column pier bolts, and form stakes (any rod/conduit protruding above the working surface) must have caps or similar protection method on them to prevent impalement.
6. ☐ DO NOT enter any area marked off by RED DANGER TAPE or signed as a Controlled Access Zone unless authorized.
7. ☐ Prior to saw cutting or coring the floor, the subcontractor must scan the area to be cut for in bed or under slab utilities. Mark slab with results, if present review with RJM Superintendent prior to cutting.
8. ☐ Any openings in the floor larger than 1" must be covered. Cover needs to be spray painted orange and marked as HOLE then secured to the floor immediately after exposing or creating it
Never leave an unsafe condition unattended until properly covered or barricaded.
9. ☐ Before employees are allowed to work in excavations, a competent person shall be identified and determine type of soil and employee protection methods.
10. ☐ All HOT work requires a permit (includes grinding). A fire extinguisher must be present at all times. Do not move jobsite fire extinguishers. All Welding, at eye level, requires proper screening.
11. ☐ **All utilities are to be exposed by hand digging when excavations are within 4' of a marked utility location.**

Electrical:

Company Name: _____
Initials _____ Date _____



CONSTRUCTION

1. _____ **Remove all unsafe electrical cords, tools and equipment from the jobsite immediately upon discovering defect. ONLY cords with markings showing (SJ, SJO, SJT, SJTO, S, SO, ST, and STO) are allowed. ONLY 12 gauge or lower cords can be repaired. ALL repairs must return cord to original condition. When possible, extension cords must be kept off the floor. Extension cords may not be plugged into one another if so designated by manufacture.**
2. _____ Ground fault circuit interrupters (GFCI) are required on all tools and equipment. All extension cords and power tools shall be properly grounded and inspected daily for damage.
3. _____ **Use of power strips for anything outside of office area is prohibited**
4. _____ All GFCI are to be tested monthly and test documented on equipment.
5. _____ **ALL electrical panels in the construction area are to be labeled as either ENERGIZED or NOT ENERGIZED. Uncovered Energized panels are not to be left unattended. Proper covers or controlled access are required.**
6. _____ Prior to any demolition work check with electrician to make sure proper lockout /tagout procedures are in place and verified. All other utilities are to be shut off or disconnected prior to demolition activity starting.
7. _____ **ALL work within 50 feet of high-voltage overhead lines MUST be coordinated with the RJM superintendent.**

TOOLS:

1. _____ Never use unguarded tools.
2. _____ Use ladders per OSHA guidelines and manufactures restrictions. Ensure ladders are inspected daily prior to use.
3. _____ Proper Lockout/Tagout procedures are required when working on equipment or tools where unexpected start-up may occur, or the release of energy may result in injury.
4. _____ All tools are to be inspected daily before use. Remove all unsafe tools and equipment from the jobsite immediately upon discovering defect.

Equipment:

1. _____ Conduct and document daily jobsite safety inspection of all equipment and equipment of your tiered subcontractors.
2. _____ ALL Cranes, lifts and forklifts MUST have current annual inspection stickers on equipment.
3. _____ **TWO WEEKS Prior to any crane use, a Crane Lift plan must be filled out, signed off by both the crane company representative and the vendor safety representative. The plan is then submitted to the RJM Superintendent, then RJM Safety Director for final approval. ALL Crane operators must show Certification prior to beginning setup.**
4. _____ When using a scissors lift the chain must always be attached. Aerial lifts require fall protection use at all time.
5. _____ All lifts must be inspected before each shift.

Company Name: _____
Initials _____ Date _____



CONSTRUCTION

6. _____ Prior to moving the lift, the floor must be clear of all debris and materials. NEVER run over an extension cord with a lift. Make sure travel path is level with no openings in floor.
7. _____ **Always remain alert to the equipment moving around you. DO NOT get near moving equipment unless necessary. Do not walk beside equipment. If necessary, to travel with a piece of equipment, walk in front or behind it.**
8. _____ If you need to communicate verbally with the operator, use hand signals to get their attention. Approach equipment so the operator can see you. Wait for them to acknowledge you and stop the equipment before approaching. **IF YOU CAN'T SEE THE OPERATOR, THEY CAN'T SEE YOU**
9. _____ **Be aware of the swing radius of excavators and other equipment do not work or travel within that radius.**
10. _____ Forklift free rigging will not be allowed. Picks using a forklift require the use of an engineered attachment.

Industrial Hygiene

1. _____ **Review any environmental reports. When doing work in an area and you encounter a substance you suspect is hazardous, STOP, contact the RJM superintendent immediately, do not proceed until instructed to.**
2. _____ **When working around material marked “contains” asbestos and/or lead, please follow established procedures. Under no circumstances are you to disturb these areas without previous RJM Superintendent authorization.**
All cutting, Chipping, drilling, sanding and grinding of silica/quartz containing products must be done with appropriate dust controls. If a dust cloud forms, no workers will be allowed to work in that area without proper PPE. Wet methods or attached vacuums are required. RJM /Subcontractor Silica Exposure Control Plan must always be followed. Activities will be stopped if controls are not in place or being properly followed.

Company Name: _____
Initials _____ Date _____



CONSTRUCTION

EMERGENCY ACTION PLAN

- 1. ☐ Subcontractors are required to have First Aid kits with their crew at all times.
- 2. ☐ RJM has a First AID Kit, AED UNIT and Eye Wash station in the Construction Office.
- 3. ☐ Everyone within the construction site are to go to the designated Tornado shelter upon hearing warning sirens.
The location is _____.

- 4. ☐ **ALARM and EMERGENCY COMMUNICATION is as follows:**
MEDICAL EMERGENCY - 3 (three) blasts of the air horn. Radio/phone calls to superintendent with location of the Accident/injured party.
SITE EVACUATION - 6 (six) blasts of the air horn (leave site immediately)

Other hazards discussed related to the construction project:

IN ADDITION TO THE ITEMS LISTED ABOVE ALL CONTRACTORS AND THEIR WORKERS ARE REQUIRED TO FOLLOW MNOSHA RULES AND REGULATIONS AT ALL TIMES WHILE ON THE JOBSITE.

Company Name: _____
Initials _____ Date _____



CONSTRUCTION

Subcontractors and their tiered-subcontractors shall enforce these safety requirements and any employee who fails to follow those requirements shall be subject to the following disciplinary actions:

Non-Serious – Safety infractions of a less serious nature will be handled as follows:

Serious – One which could result in serious injury or loss of life or serious loss of property, may be subject to three-day suspension or immediate removal from the site.

Fall Protection – An employee who is found not tied off in an area that requires fall protection is subject to immediate removal from the jobsite.

Supervisor Accountability – If two or more employees working for the same supervisor are found in serious infraction as described above, that subcontractor supervisor is also subject to disciplinary action up to and including immediate removal from the site.

1st Offense: non-serious

2nd Offense: non-serious

3rd Offense: non-serious or 1st Serious Offense

4th Offense: non-serious or 2nd Serious Offense

Verbal Warning (documented in safety assessment)

Written Warning

Removal from the project for remainder of day

Written Warning

Removal from project for remainder of day and the entire following day.

Written Warning Removal of employee from RJM jobs for one year.

Documentation - Notice of safety hazards (written) shall be given to the employee, and a copy sent to the company Project Manager/Safety Director.

RJM RESERVES THE RIGHT TO REMOVE ANYONE FROM ANY JOBSITE AT ANY TIME.

ANY EMPLOYEE OF A SUBCONTRACTOR OR TIERED-SUBCONTRACTOR REMOVED FROM THE JOB SITE WILL NOT BE ALLOWED ON ANY RJM CONSTRUCTION SITE FOR A PERIOD OF ONE (1) YEAR.

This is to acknowledge that I have completed the RJM Safety Orientation and understand that failure to comply with the Safety Program may be grounds for actions identified above and in the contract.

Employee Name (Print): _____ Date: _____

Name of Subcontractor (Print): _____

Subcontractor Employee Signature: _____

Subcontractor Supervisor/Foreman Signature: _____

RJM Safety Representative

Signature: _____ Date: _____

BADGE # _____

Company Name: _____

Initials _____ Date _____



Date: 10/6/2025

Amelia Meadows 2nd Addition Final Plat

Proposed Action

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

Overview

U.S. Home, LLC has submitted a final plat application for eight single family lots, 62 attached townhome lots, and five outlots on 39.35 acres of land located east of Cedar Avenue (CSAH 23) and north of 200th Street (CR 64). The Amelia Meadows preliminary plat of 88 single family lots and 144 attached townhome lots was approved by the City Council on November 18, 2024. The Amelia Meadows final plat of 49 single family lots was approved by the City Council on June 2, 2025. The Amelia Meadows 2nd Addition final plat is consistent with the approved preliminary plat and after approval, there will be 31 single family lots and 82 attached townhome lots yet to be final platted. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

Supporting Information

1. Final Plat Resolution
2. Signed Development Contract
3. Planning & Engineering reports

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Report Completed by: Kris Jenson, Planning Manager
--

(Reserved for Dakota County Recording Information)

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE FINAL PLAT OF
AMELIA MEADOWS 2ND ADDITION**

WHEREAS, the owner of the property described as **AMELIA MEADOWS 2ND ADDITION** has requested final plat approval; and

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

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

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. **AMELIA MEADOWS 2ND ADDITION** final plat is hereby approved subject to the development contract and security requirements.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars and the development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 6th day of October 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-_____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 6th day of **October 2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky
City Clerk

(SEAL)

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

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

AMELIA MEADOWS 2ND ADDITION

THIS **DEVELOPMENT CONTRACT** (the "Contract") dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **U.S. HOME, LLC**, a Minnesota corporation (the "Developer").

1. REQUEST FOR PLAT. The Developer has asked the City to approve a plat for ***AMELIA MEADOWS 2ND ADDITION*** (referred to in this Contract as the "plat"). The land is situated in the County of Dakota, State of Minnesota, and is legally described on Exhibit A attached hereto and made a part hereof by reference.

2. CONDITIONS OF PLAT. The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 180 days after the City Council approves the final plat.

3. RIGHT TO PROCEED. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been approved by the City Engineer

following approval of a preliminary plat by the City Council, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the necessary insurance for the Developer and its construction contractors has been received by the City, and 4) the plat has been filed with the Dakota County Recorder or Registrar of Titles' office.

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

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

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

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, B, C, and F the plans may be

prepared, subject to the City Engineer's approval, after entering the Contract, but before commencement of any work in the plat. The City Engineer may approve minor amendments to Plan B without City Council approval. The erosion control plan may also be approved by the Dakota County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A - Plat

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

Plan C - Plans and Specifications for Public Improvements

Plan D - Street Lighting Plan

Plan E - Landscape Plan

Plan F - Site Plan

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

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Streets

E. Concrete Curb and Gutter

F. Street Lights

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

H. Underground Utilities

I. Setting of Iron Monuments

J. Surveying and Staking

K. Sidewalks and Trails

L. Retaining Walls

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utility and street construction; and any other ordinances including Section 11-16-7 of the City Code concerning erosion and drainage and Section 4-1-4-2 prohibiting grading, construction activity, and the

use of power equipment between the hours of 10 o'clock p.m. and 7 o'clock a.m. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work.

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

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

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

- A. Dakota County for County Road Access and Work in County Rights-of-Way
- B. MnDot for State Highway Access
- C. MnDot for Work in Right-of-Way
- D. Minnesota Department of Health for Watermains
- E. MPCA NPDES Permit for Construction Activity
- F. MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal

- G. DNR for Dewatering
- H. City of Lakeville for Building Permits
- I. MCES for Sanitary Sewer Connections
- J. City of Lakeville for Retaining Walls

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

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2026, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

14. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MPCA Stormwater Permit for Construction Activity. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with

the MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as developing and maintaining the SWPPP throughout construction phase. The permit requires that all erosion and sediment BMPS must be clearly outlined in a site's SWPPP. Changes made throughout construction should be documented in the SWPPP. Redundant silt fence is required along all wetlands and waterways that do not have a 50-foot established buffer.

Additional erosion control measures may be required during construction as deemed necessary by City staff or the Vermillion River Watershed JPO. Any additional measures required shall be installed and maintained by the Developer.

The MS4 Administration Fee has been collected on the parent parcels with Amelia Meadows final plat.

15. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and final establishment of the ground cover or temporary stabilization approved by the City, the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of storm water treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations and building pads, and all other items listed in City Code Section 10-3-5.NN. The City will withhold issuance of a Certificate of

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

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

Amelia Meadows 2nd Addition is located within subdistrict FO-018 of Farmington stormwater district as identified in the City’s Water and Natural Resources Management Plan.

Development of Amelia Meadows 2nd Addition does not include the construction of stormwater management basins. Drainage will be directed to stormwater management basins constructed with Amelia Meadows final plat to collect and treat the stormwater runoff generated from the site. The basins will outlet to the channel within the final plat area. The channel flows west to east into the City of Farmington. No building permits will be issued for the plat until all basin and channel restoration work is completed in Amelia Meadows plat.

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

Amelia Meadows 2nd Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading.

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

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

18. CITY ENGINEERING ADMINISTRATION, CONSTRUCTION OBSERVATION. The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be three percent (3%) of construction costs identified in the Summary of Security Requirements if using a letter of credit, assuming normal construction and project scheduling. The Developer shall pay for construction observation performed by the City's in-house engineering staff or consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on hourly rates estimated to be seven percent (7%) of the estimated construction cost.

19. STORM SEWER. Development of Amelia Meadows includes the construction of public storm sewer systems. Developer must install public storm sewer within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basins constructed with the Amelia Meadows final plat.

Draintile construction is required in areas of non-granular soils within Amelia Meadows 2nd Addition for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required

for building footings, which is deemed necessary during construction shall be the Developer's responsibility to install and finance.

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

Storm Sewer Charge Summary

Gross Area of Amelia Meadows 2 nd Addition	1,714,127.00 s.f.
Less Area of Outlot A (Future Development)	(-) 500,705.00 s.f.
Less Area of Outlot E (Future Development)	(-) 511,967.00 s.f.
Less Area of Block 8 (Single-Family)	(-) 113,448.00 s.f.
Total Storm Sewer Charge Area (Multi-Family)	= 588,007.00 s.f.

Storm Sewer Charge Summary

Gross Area of Block 8 (Single-Family)	113,448.00 s.f.
Total Storm Sewer Charge Area (Single-Family)	= 113,448.00 s.f.

588,007.00 s.f.	x \$0.198/s.f.	= \$116,425.39
Net Area Amelia Meadows 2 nd Addition	2025 Unit Rate (Multi-Family)	Storm Sewer Charge Amelia Meadows 2 nd Addition (Multi-Family)

113,448.00 s.f.	x \$0.178/s.f.	= \$20,193.74
Net Area Amelia Meadows 2 nd Addition	2025 Unit Rate (Single-Family)	Storm Sewer Charge Amelia Meadows 2 nd Addition (Single-Family)

\$116,425.39	+ \$20,193.74	= \$136,619.13
Storm Sewer Charge Amelia Meadows 2 nd Addition (Multi-Family)	Storm Sewer Charge Amelia Meadows 2 nd Addition (Single-Family)	Storm Sewer Charge Amelia Meadows 2 nd Addition

The Storm Sewer Charge for Outlots A and E will be collected with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

20. SANITARY SEWER. Amelia Meadows 2nd Addition is located within subdistrict FO-60100 of the Farmington Outlet sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

Development of Amelia Meadows 2nd Addition includes the extension of public sanitary sewer. The Developer must construct and extend an 8-inch sanitary sewer within the subdivision. The wastewater from the development will be conveyed via trunk sanitary sewer to the MCES Farmington Interceptor and continue to the Empire Wastewater Treatment Facility.

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

70 units	x \$327.00	= \$22,890.00
Total Units	2025 Unit Rate	Sanitary Sewer Availability Charge
Amelia Meadows 2 nd Addition		Amelia Meadows 2 nd Addition

The Sanitary Sewer Availability Charge for Outlots A and E will be collected with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

21. WATERMAIN. Development of Amelia Meadows 2nd Addition includes the extension of public watermain. 8-inch watermain will be extended within the development to provide water service to the subdivision. 8-inch watermain will be extended to the northern plat boundary at Gallifrey Way to service future development.

Development of Amelia Meadows 2nd Addition includes the construction of privately owned and maintained watermain within Outlot B.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility construction and site construction shall be from Gallifrey Way.

23. PARKS, TRAILS, AND SIDEWALKS. Development of Amelia Meadows 2nd Addition includes the construction of public trails and sidewalks. The Developer must install five-foot wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of all local streets except for the Gallifrey Court cul-de-sac. The Developer must install five-foot-concrete sidewalks, with pedestrian curb ramps, along both sides of Gallifrey Way.

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

8 units	x \$5,832.00	= \$46,656.00
Total Units (Low-Density)	2025 Unit	Park Dedication Fee
Amelia Meadows 2 nd Addition	Rate	Amelia Meadows 2 nd Addition
	(Low-Density)	(Low-Density)
62 units	x \$3,968.00	= \$246,016.00
Total Units (Medium-Density)	2025 Unit Rate	Park Dedication Fee
Amelia Meadows 2 nd Addition	(Medium-Density)	Amelia Meadows 2 nd Addition
		(Medium-Density)
\$46,656.00	+ \$246,016.00	= \$292,672.00
Park Dedication Fee	Park Dedication	Park Dedication Fee
Amelia Meadows 2 nd Addition	Fee	Amelia Meadows 2 nd Addition
(Low-Density)	Amelia Meadows	
	2 nd Addition	
	(Medium-Density)	

Park dedication requirements for Outlots A and E must be satisfied with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

24. ENVIRONMENTAL RESOURCES EXPENSES. The Developer shall pay a cash fee for one-year of the Environmental Resources Fee at the time of final plat approval, calculated as follows:

8 units	x \$61.52/unit	= \$492.16
Total Units (Single Family)	2025 Rate	Environmental Resources Fee
Amelia Meadows 2 nd Addition		Amelia Meadows 2 nd Addition (Single Family)
62 units	x \$61.52/unit	x 0.50
Total Units (Townhomes)	2025 Rate	Utility Factor
Amelia Meadows 2 nd Addition		Environmental Resources Fee
		Amelia Meadows 2 nd Addition (Townhomes)
\$492.16	+ \$1,907.12	= \$2,399.28
Environmental Resources Fee	Environmental Resources Fee	Environmental Resources Fee
Amelia Meadows 2 nd Addition (Single Family)	Amelia Meadows 2 nd Addition (Townhomes)	Amelia Meadows 2 nd Addition

25. LANDSCAPING. Each townhome building must provide landscaping at the immediate perimeter of the unit. The overall landscaping for the plat must be installed as shown on the landscape plan. All landscaped areas, including common open space and public right of way, must have an inground irrigation system with an automatic controller. The Developer shall post a \$37,900.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

Unless a single-family lot already has two (2) trees on it, the Developer or lot purchaser shall plant sufficient trees so that there are at least two (2) trees on every lot in the plat, one of which must be planted in the front yard. Trees that are chosen by the Developer or property owner cannot cause a public nuisance, such as cotton producing trees, or trees that may become a public hazard due to insect infestation or weak bark. The minimum deciduous tree size shall be two and one-half (2½) inches caliper, balled and burlapped. Evergreen trees must be at least eight feet (8') tall. The trees may not be planted in the right-of-way. The Developer or lot purchaser shall sod the front yard, boulevard, and side yards to the rear of the structure on every lot. Weather permitting, the trees, sod, and seed shall be planted within sixty (60) days after a home has received a certificate of occupancy.

Before a building permit is issued, a cash escrow of \$1,000.00 per lot shall be furnished the City to guarantee compliance with the landscaping requirements. If the landscaping is not completed in a timely manner, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City.

All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection.

26. WETLANDS. The wetland delineation for the site was approved on February 27, 2024. The wetland delineation was completed by MNR. The delineation identified two small wetlands on the site adjacent to the Vermillion River Watershed Water Quality Corridor. As part to of the 1st Addition the

previously farmed and eroded channel will be realigned and restored. No additional impacts are proposed to wetlands with the 2nd Addition.

All wetlands, channel and buffers were placed in a city owned outlot. The Developer is responsible for the establishment of the channel with native vegetation and will be required to manage the site for a minimum of 5 years or until it is fully established. The Developer must install Natural Area signs will be installed along the channel and buffer areas in the plat. Final locations for 20 Natural Area signs will be approved by the City prior to installation.

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

- A. Implementation of the recommendations listed in the September 10, 2025, Planning Report, and September 2, 2025, Engineering Report.
- B. The Developer shall submit Homeowners Association ("HOA") documents establishing a homeowners association for the exterior maintenance of the attached townhome units, maintenance of the private roads, private utilities, irrigation system, and maintenance of the following common area lots: Outlots B, C, and D, subject to review and approval of City staff and the City Attorney. The Developer shall also provide documentation confirming that the HOA has been established with the Minnesota Secretary of State's office, that the HOA Declarations have been recorded with Hennepin County and that a deed conveying Outlots B, C, and D has been recorded with the County prior to release of any building permits.
- C. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$7,500.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: seventy-five (75) lots/outlots at \$100.00 per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street

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

- D. The Developer shall construct a temporary Cul-de-Sac at the north end of Gallifrey Way and enter into a temporary public roadway, drainage and utility easement with the City in a recordable form approved by the City for recording with the final plat. The Developer shall install a “Future Street Extension” sign and barricades at the north end of Gallifrey Way. The Developer shall provide a \$5,000.00 security for the future removal and restoration.
- E. The Developer shall construct a temporary Cul-de-Sac at the west end of Gerber Pass and enter into a temporary public roadway, drainage and utility easement with the City in a recordable form approved by the City for recording with the final plat. The Developer shall install a “Future Street Extension” sign and barricades at the west end of Gerber Pass. The Developer shall provide a \$2,500.00 security for the future removal and restoration.
- F. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The estimated amount of this security is \$10,800.00 and consists of nine (9) post-top streetlights at \$1,200.00.
- G. The Developer must submit the final plat and construction drawings in an electronic format. The electronic format shall be in .pdf and either .dwg/.dxf or .shx format. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.
- H. A cash fee for the preparation of addressing, property data, and City base map updating shall be paid with the final plat and is calculated as follows:

75 lots/outlots	x \$90.00/unit	= \$6,750.00
Lots/Outlots	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee
Amelia Meadows 2 nd Addition		Amelia Meadows 2 nd Addition

- I. The following lots are prohibited from having driveway access to Gallifrey Way:
- Lots 1 and 8, Block 1.

28. TRAFFIC CONTROL SIGNS AND STREETLIGHT OPERATION COSTS. A cash fee of \$2,875.00 for traffic control signs shall be paid with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an additional \$300.00 for each mobilization.

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

70 units	x \$40.48/unit	= \$2,833.60
Total Units	2025 Rate	Streetlight Operating Fee
Amelia Meadows 2 nd Addition		Amelia Meadows 2 nd Addition

29. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for \$2,380,198.16. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$416,783.34
B. Watermain	\$359,303.00
C. Storm Sewer	\$466,129.40
D. Streets	\$818,826.00
E. Erosion Control and Restoration	<u>\$13,844.50</u>
CONSTRUCTION SUB-TOTAL	\$2,074,886.24

OTHER COSTS:

A. Developer's Design (3.0%)	\$62,246.59
B. Developer's Construction Survey (2.5%)	\$51,872.16
C. City's Legal Expense (0.5%)	\$10,374.43
D. City Construction Observation (5.0%)	\$103,744.31
E. Developer's Record Drawing (0.5%)	\$10,374.43
F. Gallifrey Way and Gerber Pass Temporary Cul-De-Sac Removal	\$7,500.00
G. Natural Area Signs	\$3,000.00
H. Streetlights	\$10,800.00
I. Landscaping	\$37,900.00

J. Lot Corners/Iron Monuments	\$7,500.00
OTHER COSTS SUB-TOTAL	<u>\$305,311.92</u>
TOTAL SECURITIES:	\$2,380,198.16

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

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$7,500.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street and utility construction.

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

A. Park Dedication Fee	\$292,672.00
B. Sanitary Sewer Availability Charge	\$22,890.00
C. Storm Sewer Charge	\$136,619.13
D. Traffic Control Signs	\$2,875.00

E. Streetlight Operating Fee	\$2,833.60
F. Environmental Resources Expenses	\$2,399.28
G. Property Data and Asset/Infrastructure Management Fee	\$6,750.00
H. City Engineering Administration (3% for letters of credit)	<u>\$62,246.59</u>
TOTAL CASH REQUIREMENTS	\$529,285.60

31. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. Additionally, the Developer

shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.

- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to City or MCES sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

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

33. FORCE MAJEURE. If Developer is delayed at any time in progress of the plat by acts of God, casualty, insurrection, strikes, war, terrorism, lockouts, pandemic, governmental order (including health orders), labor disputes, adverse weather conditions which could not reasonably be anticipated, or any causes, acts, or occurrences beyond Developer's control (financial inability excluded) (collectively, "**Force Majeure Items**"), then the commencement date and completion dates (without adjustment to the Development Contract sums) shall be extended for such reasonable time as the Force Majeure Items continue.

34. MISCELLANEOUS.

- A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

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

Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

- I. Insurance. **Developer and Contractor shall provide a copy of the Development Contract to their insurance professional for verification that the certificate of insurance is in compliance with the requirements of the Development Contract.** Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

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

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

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

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

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

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

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

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

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

35. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the

following address: 2780 Snelling Avenue N Suite 101 Roseville, MN 55113. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

*[The remainder of this page has been intentionally left blank.
Signature pages follow.]*

CITY OF LAKEVILLE

(SEAL)

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

DEVELOPER:
U.S. HOME, LLC

BY: _____

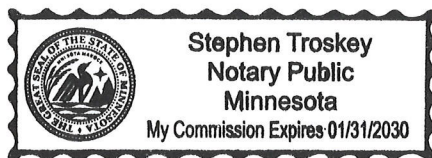
Jon Aune

Its: _____

Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 30TH day of SEPTEMBER, 2025, by Jon Aune the Vice President of **U.S. HOME, LLC**, a Delaware limited liability company, on behalf of said entity.



Stephen Troskey
NOTARY PUBLIC

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

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

DRP BOOKBINDER MULTISTATE, LLC, a Delaware limited liability company, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this 29 day of September, 2025.

DRP BOOKBINDER MULTISTATE, LLC

By: _____

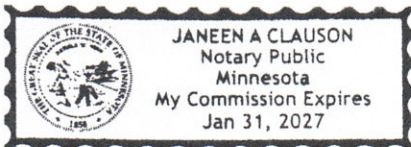
Its: _____

BRIAN CLAUSON

AUTHORIZED SIGNATORY

STATE OF Minnesota)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 29th day of September, 2025, by Brian Clauson, the Authorized Signatory of **DRP BOOKBINDER MULTISTATE, LLC**, a Delaware limited liability company, on behalf of said entity.



Janeen A. Clauson
NOTARY PUBLIC

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

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as
AMELIA MEADOWS 2ND ADDITION

Outlot A, AMELIA MEADOWS, according to the recorded plat thereof, Dakota County, Minnesota

[Platted as Amelia Meadows 2nd Addition, Dakota County, Minnesota.]



City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, Community Development Director
From: Kris Jenson, Planning Manager
Date: September 10, 2025
Subject: Amelia Meadows 2nd Addition Final Plat
Application Action Deadline: October 17, 2025

INTRODUCTION

Lennar has submitted an application and plans for the final plat of Amelia Meadows 2nd Addition, which includes eight single family lots and 62 attached townhome lots located east of Cedar Avenue (CSAH 23) and north of 200th Street (CR 64). This is the second phase of the preliminary plat of 88 single family lots and 144 attached townhomes lots that was approved by the City Council on November 18, 2024. The Amelia Meadows final plat of 49 single family lots was approved by the City Council on June 2, 2025. The lot, block and street design of the Amelia Meadows 2nd Addition final plat is consistent with the approved preliminary plat. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

EXHIBITS

- A. Location Map
- B. Final Plat
- C. Preliminary Plat
- D. September 11, 2025 Plat Commission letter

PLANNING ANALYSIS

Existing Conditions. The Amelia Meadows 2nd Addition final plat area consists of five parcels. Previously the site was used for agriculture and several homesites. A grading permit has been issued for the site (Exhibit A).

Zoning. The zoning of the overall Amelia Meadows 2nd Addition development is RM-3, Medium Density Residential District and RST-2, Single and Two Family Residential District. Attached townhomes and single family homes, respectively, are permitted uses within those districts.

SINGLE FAMILY LOT REQUIREMENTS

Lot Area. Single family lots within the RST-2 District are required to provide a minimum lot area of 8,400 square feet for interior lots and 10,200 square feet for corner lots. The area of the eight lots in the final plat meet the minimum square footage required.

Lot Width. The minimum lot width for single-family lots within the RST-2 District is 70 feet for interior lots and 85 feet for corner lots. All lots meet the minimum lot width requirement.

Setbacks. Setback requirements for single family lots in the RST-2 District is outlined below:

Front	Side (Interior)	Side (Corner)	Side (Buffer)	Rear	Rear (Buffer)
20 feet house 25 feet garage	7 feet	20 feet	30 feet	30 feet	50 feet

The proposed building pads meet the minimum setback requirements for interior and corner lots.

ATTACHED TOWNHOME DEVELOPMENT STANDARDS

Lot Requirements. The following minimum requirements for attached townhome building setbacks in the RM-3 District pertain to the Amelia Meadows 2nd Addition final plat:

	Base Lot	Between Buildings (Attached Units)	Front Yard (to ROW)	Front Yard (to private drive)
RM-3	10 feet	14 feet	10 feet (front) 25 feet (garage)	30 feet

The proposed unit lots shown on the Autumn Meadows 2nd Addition final plat have sufficient area to accommodate attached townhome units. The RM-3 District requires at least 3,800 square feet per unit. The Autumn Meadows 2nd Addition final plat has an average of just under 7,000 square feet per unit for the attached townhomes area, which exceeds the minimum lot area per unit requirements of the RM-3 District.

Exterior Materials. Each unit must meet the requirements of Section 11-60-21.B.3, which requires that a minimum of 25% of the area of each elevation of the unit must have an exterior finish of brick, stucco, and/or natural or artificial stone. Except for brick, stucco, and/or natural or artificial stone, no single elevation may have more than 75% of one type of finish or have more than 60% of all elevations of one type of finish. The City has deemed the use of cement fiberboard material as

satisfying the minimum masonry material requirement and is therefore also allowed to exceed the maximum area limit for non-masonry materials.

Floor Area. The developer must submit dimensioned floor plans for the detached townhome units to verify compliance with the minimum requirements for above grade floor area established by Section 11-17-13.D of the Zoning Ordinance.

Garage Area. The RM-3 District requires that a minimum of one (1) of the off-street parking stall per dwelling unit required by the Zoning Ordinance be provided within an enclosed garage attached to the principal building.

Homeowner's Association. A homeowner's association is required to be established for ownership and maintenance of the 62 attached townhome lots and Outlots B, C, and D. Prior to building permits being issued for the townhomes, the Developer must submit the HOA documents for review by the City Attorney, as well as provide proof that the HOA documents have been recorded and that all common areas have been deeded to the HOA for ownership.

Landscaping. Each townhome building must provide landscaping at the immediate perimeter of the unit. The overall landscaping for the site must be installed as shown on the landscape plan dated September 2, 2025. All landscaped areas, including common open space and public right of way, must have an inground irrigation system with an automatic controller. A security of \$37,900 is required to guarantee installation of the landscaping within the townhome common area.

Development Density. The Amelia Meadows 2nd Addition final plat includes a total of 70 dwelling units on 39.35 acres, for a gross density of 1.79 units per acre. The area of the eight single family home lots and adjacent public right-of-way is 3.93 acres, which is a net density of 2.04 units per acre. The area of the 62 attached townhome lots is 9.89 acres, which is a net density of 6.27 units per acre.

Phasing. This is the second of three planned phases of the Amelia Meadows preliminary plat. The first phase included 49 single family lots. After approval of the Amelia Meadows 2nd Addition final plat, there will be 82 attached townhome lots and 31 single family lots to be platted.

Outlots. There are five outlots proposed with the Amelia Meadows 2nd Addition final plat.

Outlot A is 11.49 acres in area and will be retained by the Developer for future development.

Outlot B is 1.53 acres in area and will be deeded to the HOA for common open space and private drives for townhome access.

Outlot C is 1.30 acres in area and will be deeded to the HOA for common open space.

Outlot D is 1.91 acres in area and will be deeded to the HOA for common open space.

Outlot E is 11.75 acres in area and will be retained by the Developer for future development.

Access. Amelia Meadows 2nd Addition will have access to 200th Street via Gallifrey Way.

Streets & Right-of-Way. Amelia Meadows 2nd Addition is adjacent to and will include the construction of the following streets:

Gallifrey Way is identified as a minor collector street in the City's Transportation Plan and will be extended north from its current terminus to provide full access to 200th Street. Gallifrey Way will be a 38-foot-wide street within an 80-foot-wide right-of-way and include five-foot-wide sidewalks on both sides of the street. Barricades and "Future street extension" signs must be placed at the north end of the street. The Developer shall construct a temporary turnaround at the north end of the street, provide a temporary public roadway, drainage, and utility easement for the turnaround, and provide a \$5,000 security for the future removal and restoration of the area. Refer to the September 2, 2025 Engineering report for additional information. Lots 1 and 8, Block 1 are prohibited from having driveway access to Gallifrey Way.

Gafford Drive will be a local residential 32-foot-wide street within a 60-foot right of way with a five (5) foot wide sidewalk on one side of the street. "Future Street Extension" signs and barricades must be placed at the Gafford Drive street stub east of Gallifrey Way.

Gerber Pass will be a local residential 32-foot-wide street within a 60-foot right of way with a five (5) foot wide sidewalk on one side of the street. A temporary cul-de-sac is required at the west terminus of Gerber Pass. The Developer shall install "Future Street Extension" signs and barricades at the west end of the street, as well as provide a temporary public roadway, drainage, and utility easement for the temporary turaound as well as provide a \$2,500 security for the future removal of the cul-de-sac.

Gallifrey Court will be a local residential 32-foot-wide street within a 60-foot wide right-of-way that ends in a permanent cul-de-sac.

Private Drives. There will be two private drives within Outlot B to provide access to 18 attached units. The private drives must be a minimum of 24 feet in width and must be posted as no parking zones on both sides of the driveway.

Dakota County Plat Commission. The Amelia Meadows 2nd Addition final was reviewed at the Plat Commission's September 10, 2025 meeting, where the Amelia Meadows 2nd Addition final plat was recommended for approval.

Park Dedication. The City's Parks Trails and Open Space Plan does not identify a future neighborhood park within the Amelia Meadows 2nd Addition plat boundary. Park dedication will be satisfied through a cash contribution of \$292,672.00. See the September 2, 2025 engineering report for more details.

Tree Preservation. A tree preservation plan was approved with the preliminary plat. It indicated 196 trees on site, all of which were proposed to be removed with the development. Grading activity has been ongoing on site and tree removal has been completed.

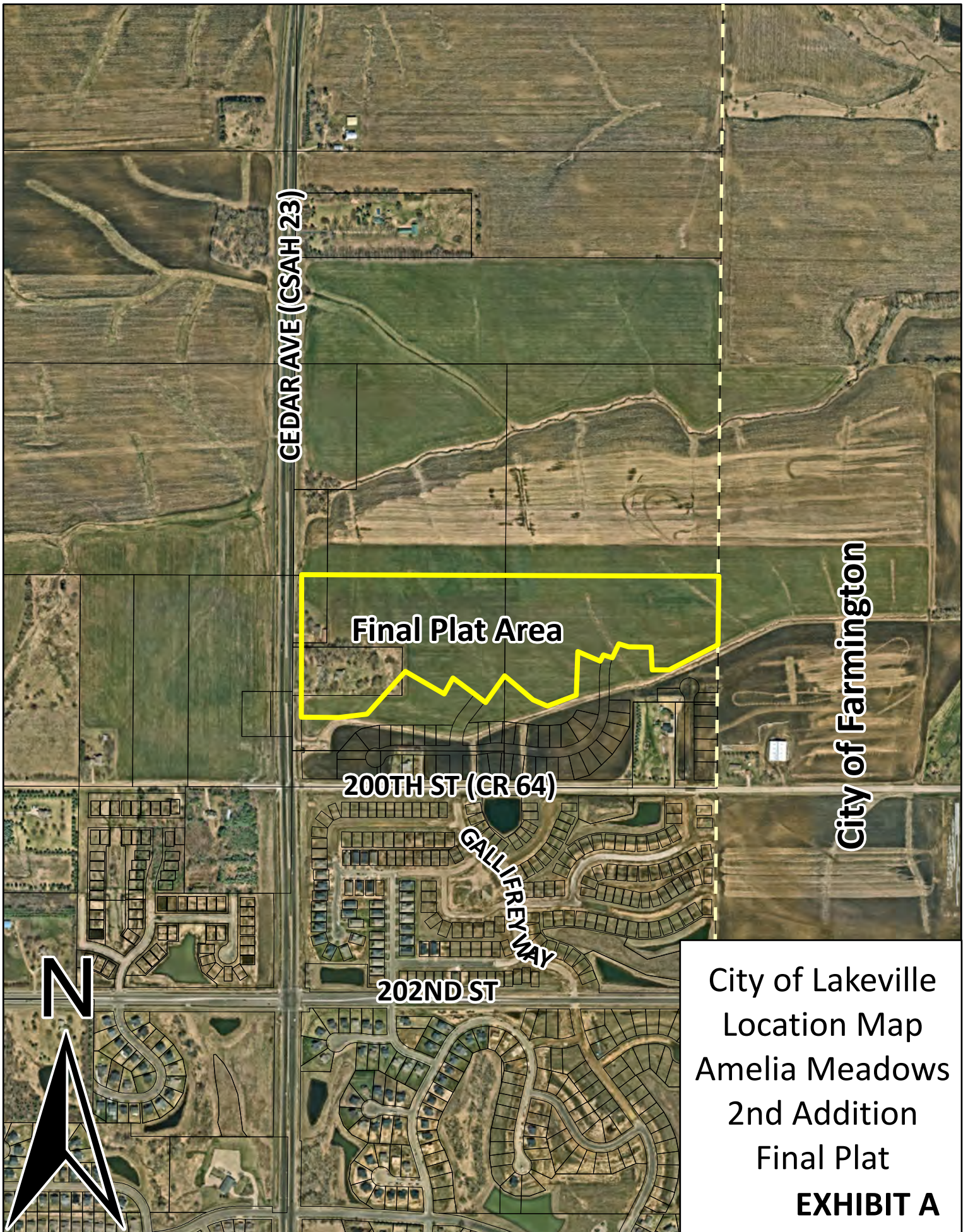
Wetlands. A wetland delineation was completed for the site on February 27, 2024. There are two small wetlands adjacent to the water quality corridor, which will be realigned and restored with the development of Amelia Meadows 2nd Addition. The wetland replacement plan was approved on October 28, 2024.

Grading, Drainage and Erosion Control. The final plat includes grading, drainage and erosion control plans. Grading, drainage and erosion control is discussed in more detail in the September 2, 2025 engineering report.

RECOMMENDATION

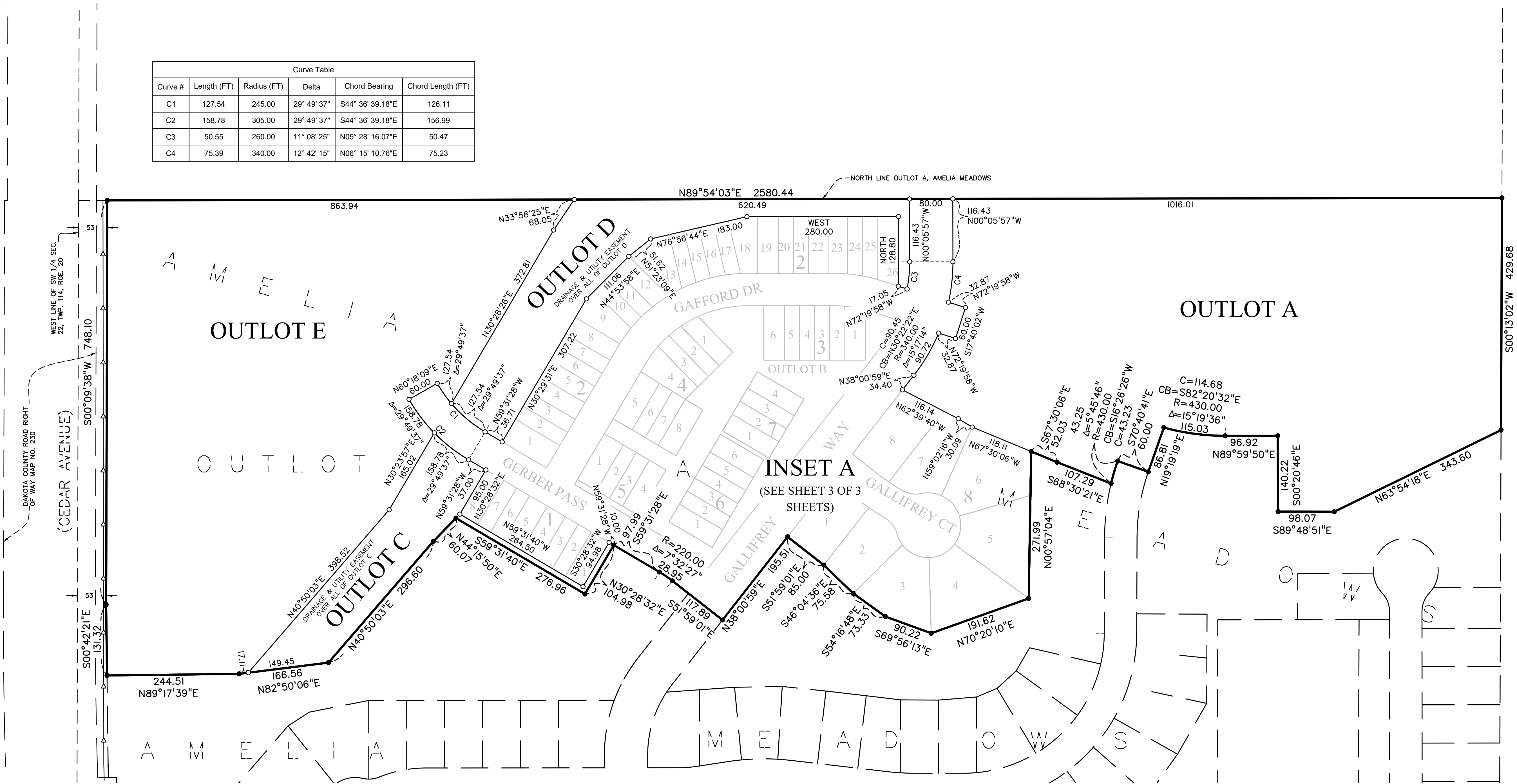
The Amelia Meadows 2nd Addition final plat is consistent with the approved preliminary plat and complies with the requirements of the Zoning and Subdivision Ordinances. Community Development Department staff recommends approval of the Amelia Meadows 2nd Addition final plat subject to the following conditions:

1. The recommendations listed in the September 2, 2025 engineering report.
2. A five-foot-wide concrete sidewalk shall be constructed along one side of Gafford Drive and Gerber Pass and both sides of Gallifrey Way at the developer's expense as shown on the approved final plat plans.
3. A "Future Street Extension" sign and barricades must be placed at the west end of Gerber Pass. The Developer must grant a temporary turnaround easement over the temporary cul de sac location and provide a \$2,500 security for its future removal and restoration.
4. A "Future Street Extension" sign and barricades must be placed at the north end of Gallifrey Way. The Developer must grant a temporary turnaround easement over the temporary cul de sac location and provide a \$5,000 security for its future removal and restoration.
5. Lots 1 and 8, Block 1 are prohibited from having driveway access to Gallifrey Way.
6. "Future Street Extension" signs and barricades must be placed at the Gafford Drive street stub east of Gallifrey Way.
7. The developer shall pay \$292,672.00 in park dedication fees with the final plat.
8. The approved landscape plan is dated September 2, 2025, and landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the City. A security of \$37,900 is required to be submitted with the final plat to guarantee installation of the landscaping.
9. Prior to building permits being issued for the townhomes, the Developer must submit the HOA documents for review by the City Attorney, as well as provide proof that the HOA documents have been recorded and that all common areas have been deeded to the HOA for ownership.



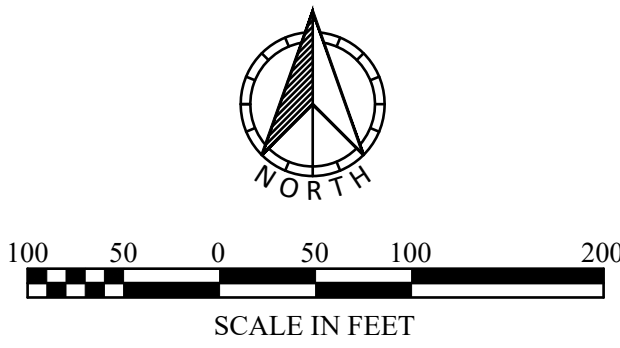
AMELIA MEADOWS 2ND ADDITION

Curve Table					
Curve #	Length (FT)	Radius (FT)	Delta	Chord Bearing	Chord Length (FT)
C1	127.54	245.00	29° 49' 37"	S44° 36' 39.18"E	126.11
C2	158.78	305.00	29° 49' 37"	S44° 36' 39.18"E	156.99
C3	50.55	260.00	11° 08' 25"	N05° 28' 16.07"E	50.47
C4	75.39	340.00	12° 42' 15"	N06° 15' 10.76"E	75.23

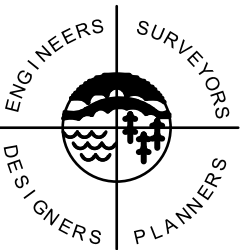


INSET A
(SEE SHEET 3 OF 3
SHEETS)

- Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269.
- Denotes a 1/2 inch pipe monument found and marked by License No. 62269.
- △—△— Denotes Restricted Access to Dakota County per the Dakota County Contiguous Plat Ordinance



The basis for the bearing system is the north line of Outlot A, AMELIA MEADOWS and is assumed to bear North 89 degrees 54 minutes 03 seconds East



SATHRE-BERGQUIST, INC.

EXHIBIT B

AMELIA MEADOWS 2ND ADDITION

INSET A

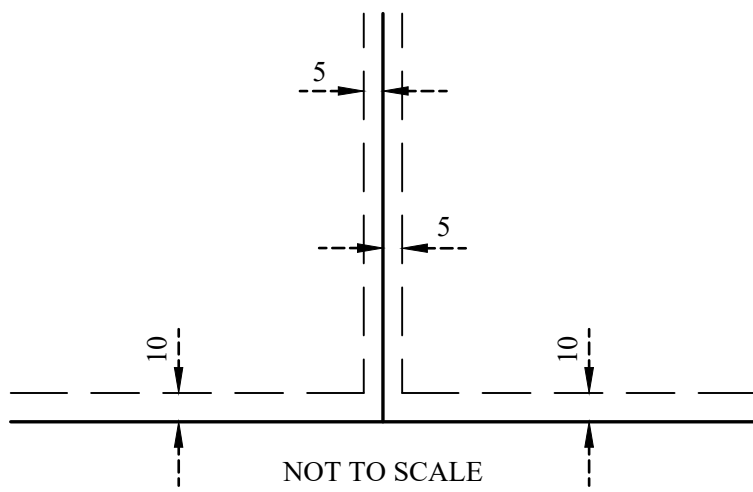
FROM SHEET 2 OF 3 SHEETS



The basis for the bearing system is the north line of Outlot A, AMELIA MEADOWS and is assumed to bear North 89 degrees 54 minutes 03 seconds East (See Sheet 2 of 3 Sheets)

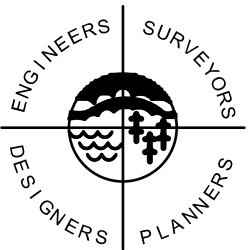
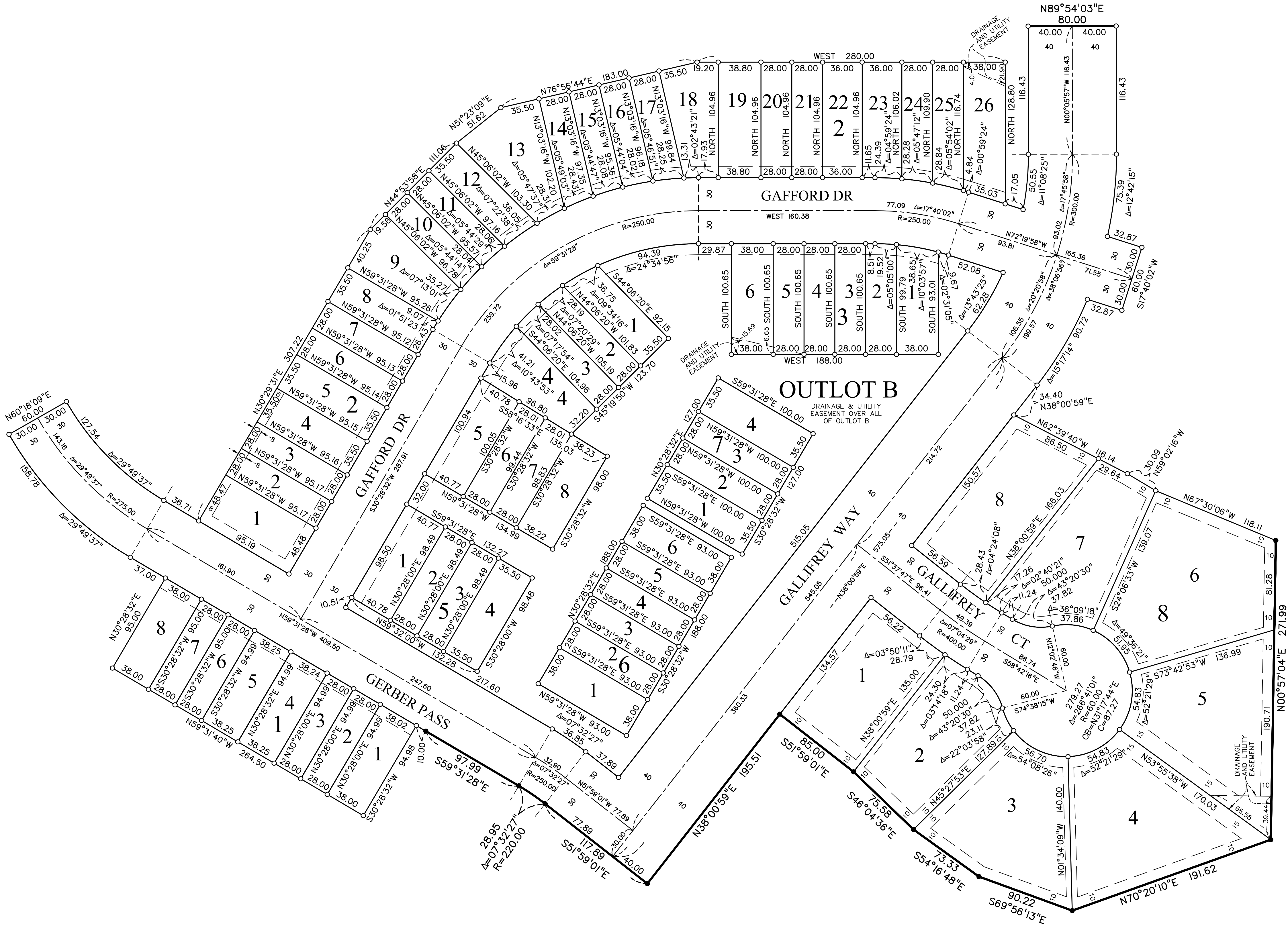
- Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269.
- Denotes a 1/2 inch pipe monument found and marked by License No. 62269, unless shown otherwise.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

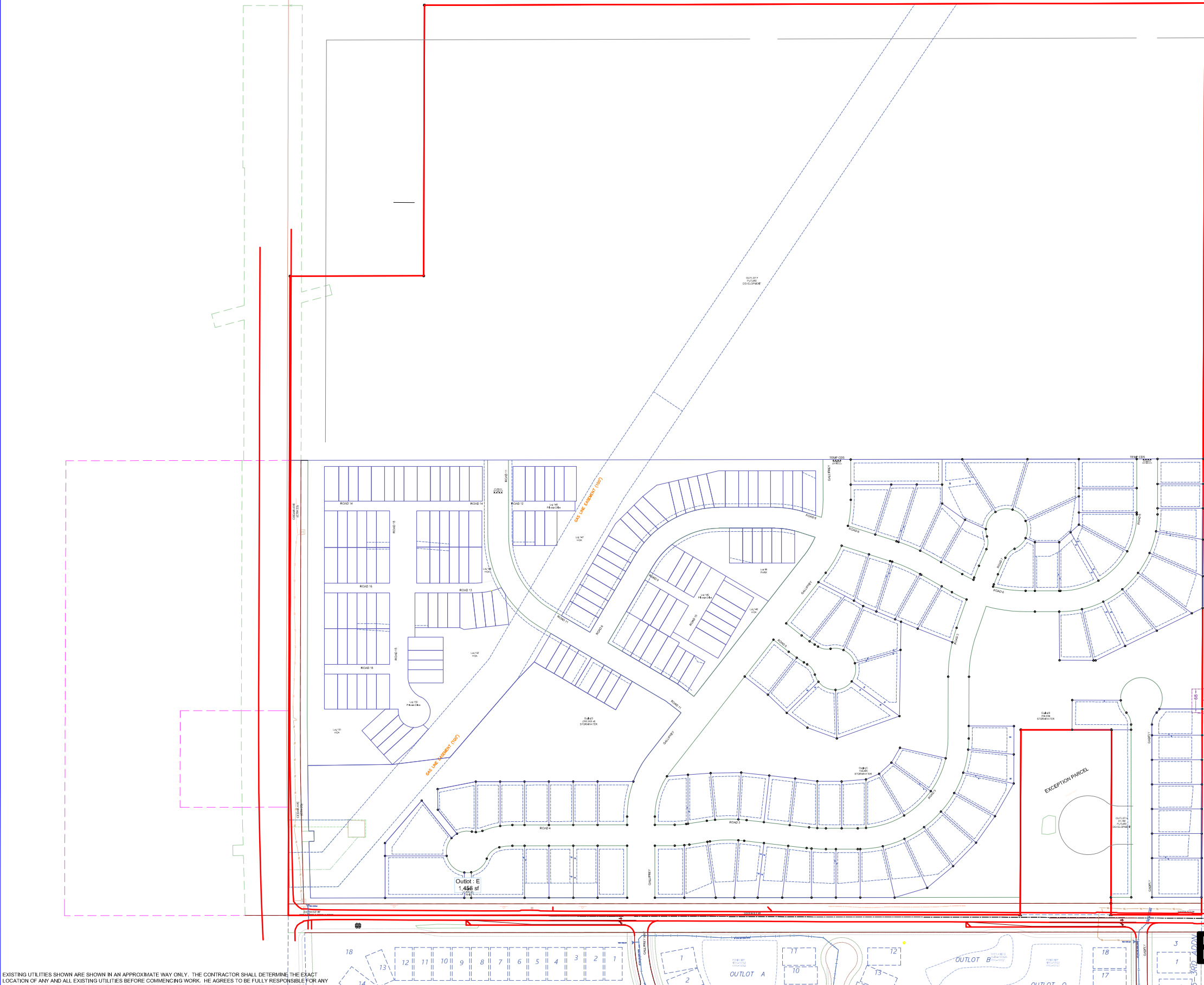


NOT TO SCALE

Being 5 feet in width and adjoining side lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.



SATHRE-BERGQUIST, INC.



Notes:
Lot Count - 232
Single Family - 88
Multi Family - 144

Single Family Lots RST-2
Lot Width: 70' Interior / 85' Corner
Lot Area: 8,400sf Interior / 10,200sf Corner
Front Yard Setback: 20' Garage
25' Living
Side Yard Setback: 7' / 7', 14' Total
Side Yard Setback Corner Lot: 20'
Rear Yard Setback: 30'

Multi-Family lots RM-3
Front Yard Setback: 25' (Public St - Garage)
30' (Private St - Garage)
30' Collector
10' Public ROW - Except Collector
Building to Building Setback: 14'

50' Setback from CSAH Highway Right of Way

Streets
Local -
60' ROW (32' b-b street)
CDS - 45'R (curb)
Collector -
80' ROW (32' b-b)

PID: 220220055020
Site Area: +/- 139,312 sf (3.20 ac)

PID: 220220050010
Site Area: +/- 3,187,347 sf (73.17 ac)
Exclude +/- 1,737,542 sf (39.89 ac)

PID: 220220051011
Site Area: +/- 2,446,449 sf (56.16 ac)
Exclude +/- 1,312,862 sf (30.14 ac)

PID: 220220052020
Site Area: +/- 199,958 sf (4.59 ac)
Exclude +/- 94,304sf (2.16 ac)

PID: 220220054020
Site Area: +/- 171,987 sf (3.95 ac)

PID: 220220054010
Site Area: +/- 123,261 sf (2.83 ac)

PID: 220220051012
Site Area: +/- 203,403 sf (4.67 ac)

Gas Pipeline Area: +/- 161,047 sf (3.70 ac)

CSAH ROW Area: +/- 188,168sf (4.32 ac) (New Dedication)

Pond HWL Area: +/- 172,398 sf (3.96 ac)

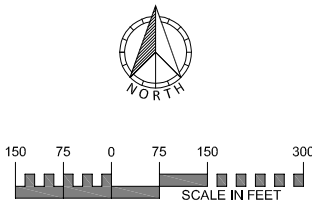
Gross Area: +/- 3.2+73.17+56.16+4.59+3.95+2.83+4.67-39.89-30.14-2.16 = 73.55 ac

Gross Density: 232/73.55 = 3.15 u/ac

Net Area: +/- 3.2+73.17+56.16+4.59+3.95+2.83+4.67-39.89-30.14-2.16-3.7-4.32-3.96 = 64.4 ac

Net Density: 232/(64.4) = 3.60 u/ac

Street Length -
6,415 If Local
1,493 If Collector
2,437 If Private



PREPARED BY		PREPARED FOR	
ENGINEER	DEVELOPER		
SATHRE-BERGQUIST, INC.		LENNAR	
14000 25th Ave N, Suite 120		16305 36th Ave N, Suite 600	
Plymouth, MN 55447		Plymouth, MN 55446	
PHONE: (952) 476-6000		CONTACT: STEVE TROSKEY	
FAX: (952) 476-0104		PHONE: (612) 590-0531	
CONTACT: CHARLES A. WIEMERSLAGE, P.E.		EMAIL: STEVE.TROSKEY@LENNAR.COM	
EMAIL: C.WIEMERSLAGE@SATHRE.COM			

DRAWING NAME	NO.	BY	DATE	REVISION
XXX	1	CAW	6/14/2024	DIMENSIONS
DRAWN	2	CAW	8/13/2024	CITY COMMENTS
XXX	3	CAW	9/17/2024	CITY COMMENTS
CHECKED	4	CAW	10/16/2024	CITY COMMENTS
XXX				
DATE				
XX/XX/XX				

USE (INCLUDING COPYING, DISTRIBUTION, AND/OR CONVEYANCE OF INFORMATION) OF THIS PRODUCT IS STRICTLY PROHIBITED WITHOUT SATHRE-BERGQUIST, INC.'s EXPRESS WRITTEN AUTHORIZATION. USE WITHOUT SAID AUTHORIZATION CONSTITUTES AN ILLEGITIMATE USE AND SHALL THEREBY INDEMNIFY SATHRE-BERGQUIST, INC. OF ALL RESPONSIBILITY. SATHRE-BERGQUIST, INC. RESERVES THE RIGHT TO HOLD ANY ILLEGITIMATE USER OR PARTY LEGALLY RESPONSIBLE FOR DAMAGES OR LOSSES RESULTING FROM ILLEGITIMATE USE.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Dated this 24th day of May, 2024.

Colyn M. Tvrete
Colyn M. Tvrete, PLS
ctvrete@sathre.com
Minnesota License No. 62269



SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.
--
LAKEVILLE,
MINNESOTA

PRELIMINARY PLAT
CEDAR HILLS NORTH
LENNAR

FILE NO.
5401-697
PP1

EXHIBIT C



Dakota County Surveyor's Office

Western Service Center • 14955 Galaxie Avenue • Apple Valley, MN 55124
952.891-7087 • Fax 952.891-7127 • www.co.dakota.mn.us

September 11, 2025

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **AMELIA MEADOWS 2nd ADDITION**

The Dakota County Plat Commission met on September 10, 2025, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 23 (Cedar Ave.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

This is a replat of Outlot A, AMELIA MEADOWS for residential development. Restricted access is shown along CSAH 23. There were no further comments.

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners meeting on October 7, 2025.

Traffic volumes on CSAH 23 are 21,800 ADT and are anticipated to be 39,000 ADT by the year 2040. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

A handwritten signature in black ink that reads "Todd B. Tollefson".

Todd B. Tollefson
Secretary, Plat Commission

c: Charlie Wiemerslage, Sathre

EXHIBIT D



Memorandum

To: Kris Jenson, Planning Manager

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

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

Date: September 2, 2025

Subject: Amelia Meadows 2nd Addition

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

BACKGROUND

Lennar has submitted a final plat named Amelia Meadows 2nd Addition. This is the second phase of the Cedar Hills North preliminary plat approved by the City Council on November 18, 2024. The proposed subdivision is located east of and adjacent to Cedar Avenue (CSAH 23) and north of and adjacent to 200th Street (CR 64). The parent parcels consist of Outlot A, Amelia Meadows, zoned RST-2 (Single and Two-Family Residential).

The final plat consists of eight (8) single-family lots and sixty-two (62) multi-family lots within eight (8) blocks, and five (5) outlots on 39.35 acres.

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

- Outlot A: Future development; to be retained by developer (11.49 acres)
- Outlot B: Common Lot; to be deeded to HOA (1.53 acres)
- Outlot C: Common Lot; to be deeded to HOA (1.30 acres)
- Outlot D: Common Lot; to be deeded to HOA (1.91 acres)
- Outlot E: Future development; to be retained by developer (11.75 acres)

The proposed development will be completed by:

Developer:	Lennar
Engineer/Surveyor:	Sathre-Bergquist, Inc.

SITE CONDITIONS

The Amelia Meadows 2nd Addition site is agricultural land and contains a drainageway south of the plat area traveling west to east. The site drains south towards the drainageway. There is an overhead line and facility on the west end of the site.

STREET AND SUBDIVISION LAYOUT

Cedar Avenue (CSAH 23)

Amelia Meadows 2nd Addition is located east of Cedar Avenue, a minor arterial County highway, as identified in the City's Transportation Plan. Cedar Avenue is currently constructed as a four-lane divided rural roadway with an urban center median. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 100 feet and designates this roadway as a future six-lane urban roadway over its entire length adjacent to the plat. The Developer has dedicated the necessary right-of-way as shown on the final plat. The Amelia Meadows 2nd Addition final plat was reviewed and recommended for approval by the Dakota County Plat Commission at their September 10, 2025 meeting.

Gallifrey Way

Development of Amelia Meadows includes the construction and extension of Gallifrey Way, a minor collector roadway, as identified in the City's Transportation Plan. Gallifrey Way is designed as a 38-foot wide urban roadway with five-foot sidewalks along both sides of the street within 80-feet of right-of-way. The Developer shall construct a temporary cul-de-sac at the north end of Gallifrey Way within a temporary public roadway, drainage and utility easement and provide a \$5,000 security for the future removal and restoration.

Gafford Drive and Gerber Pass

Development of Amelia Meadows 2nd Addition includes the construction of Gafford Drive and Gerber Pass, local roadways. Gafford Drive and Gerber Pass are designed as 32-foot wide urban roadways with a five-foot sidewalk along one side of the street within 60-feet of right-of-way. The Developer shall construct a temporary cul-de-sac at the west end of Gerber Pass within a temporary public roadway, drainage and utility easement and provide a \$2,500 security for the future removal and restoration.

Gallifrey Court

Development of Amelia Meadows 2nd Addition includes the construction of Gallifrey Court, a local roadway. Road 5 is designed as a 32-foot wide urban roadway within 60-feet of right-of-way. Road 5 will terminate in a permanent cul-de-sac on the east end.

Private Roads

Development of Amelia Meadows 2nd Addition includes the construction of privately owned and maintained roads within Outlot B.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from Gallifrey Way.

PARKS, TRAILS AND SIDEWALKS

The City's Parks, Trails and Open Space Plan does not designate a park within Amelia Meadows 2nd Addition. The Park Dedication requirement has not been collected on the parent parcels and shall be satisfied through a cash contribution with the final plat.

Development of Amelia Meadows 2nd Addition includes the construction of public trails and sidewalks. Five-foot wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of all local streets except for the Gallifrey Court cul-de-sac. Five-foot-concrete sidewalks, with pedestrian curb ramps, will be installed along both sides of Gallifrey Way.

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

8 units	x \$5,832.00	= \$46,656.00
Total Units (Low-Density) Amelia Meadows 2 nd Addition	2025 Unit Rate (Low-Density)	Park Dedication Fee Amelia Meadows 2 nd Addition (Low-Density)
62 units	x \$3,968.00	= \$246,016.00
Total Units (Medium-Density) Amelia Meadows 2 nd Addition	2025 Unit Rate (Medium-Density)	Park Dedication Fee Amelia Meadows 2 nd Addition (Medium-Density)
\$46,656.00	+ \$246,016.00	= \$292,672.00
Park Dedication Fee Amelia Meadows 2 nd Addition (Low-Density)	Park Dedication Fee Amelia Meadows 2 nd Addition (Medium-Density)	Park Dedication Fee Amelia Meadows 2 nd Addition

The Developer shall satisfy the park dedication requirement for Outlots A and E with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

UTILITIES

SANITARY SEWER

Amelia Meadows 2nd Addition is located within subdistrict FO-60100 of the Farmington Outlet sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

Development of Amelia Meadows 2nd Addition includes the extension of public sanitary sewer. 8-inch sanitary sewer will be constructed within the subdivision. The wastewater from the development will be conveyed via trunk sanitary sewer to the MCES Farmington Interceptor and continue to the Empire Wastewater Treatment Facility.

Development of Amelia Meadows 2nd Addition includes the construction of privately owned and maintained sanitary sewer within Outlot B.

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

70 units	x \$327.00	= \$22,890.00
Total Units	2025 Unit Rate	Sanitary Sewer Availability Charge
Amelia Meadows 2 nd Addition		Amelia Meadows 2 nd Addition

The Sanitary Sewer Availability Charge for Outlots A and E will be collected with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

WATERMAIN

Development of Amelia Meadows 2nd Addition includes the extension of public watermain. 8-inch watermain will be extended within the development to provide water service to the subdivision. 8-inch watermain will be extended to the northern plat boundary at Gallifrey Way to service future development.

Development of Amelia Meadows 2nd Addition includes the construction of privately owned and maintained watermain within Outlot B.

DRAINAGE AND GRADING

Amelia Meadows 2nd Addition is located within subdistrict FO-018 of the Farmington stormwater district as identified in the City's Water and Natural Resources Management Plan.

Development of Amelia Meadows 2nd Addition does not include the construction of stormwater management basins. Drainage will be directed to stormwater management basins constructed with Amelia Meadows final plat to collect and treat the stormwater runoff generated from the site. The basins will outlet to the channel within the final plat area. The channel flows west to east into the City of Farmington. No building permits will be issued for the 2nd Addition until all basin and channel restoration work is completed for in the 1st Addition.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building permits will not be issued until

a soils report and an as-built certified grading plan have been submitted and approved by City staff.

Amelia Meadows 2nd Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading.

STORM SEWER

Development of Amelia Meadows includes the construction of public storm sewer systems. Storm sewer will be installed within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basins constructed with the Amelia Meadows final plat.

Draintile construction is required in areas of non-granular soils within Amelia Meadows 2nd Addition for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the developer's responsibility to install and finance.

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

Storm Sewer Charge Summary

Gross Area of Amelia Meadows 2 nd Addition	1,714,127.00 s.f.
Less Area of Outlot A (Future Development)	(-) 500,705.00 s.f.
Less Area of Outlot E (Future Development)	(-) 511,967.00 s.f.
Less Area of Block 8 (Single-Family)	(-) 113,448.00 s.f.
Total Storm Sewer Charge Area (Multi-Family)	= 588,007.00 s.f.

Storm Sewer Charge Summary

Gross Area of Block 8 (Single-Family)	113,448.00 s.f.
Total Storm Sewer Charge Area (Single-Family)	= 113,448.00 s.f.

588,007.00 s.f. Net Area Amelia Meadows 2 nd Addition	x \$0.198/s.f. 2025 Unit Rate (Multi-Family)	= \$116,425.39 Storm Sewer Charge Amelia Meadows 2 nd Addition (Multi-Family)
113,448.00 s.f. Net Area Amelia Meadows 2 nd Addition	x \$0.178/s.f. 2025 Unit Rate (Single-Family)	= \$20,193.74 Storm Sewer Charge Amelia Meadows 2 nd Addition (Single-Family)
\$116,425.39 Storm Sewer Charge Amelia Meadows 2 nd Addition	+ \$20,193.74 Storm Sewer Charge Amelia Meadows 2 nd	= \$136,619.13 Storm Sewer Charge Amelia Meadows 2 nd Addition

(Multi-Family)

Addition (Single-Family)

The Storm Sewer Charge for Outlots A and E will be collected with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

FEMA FLOODPLAIN ANALYSIS

Amelia Meadows 2nd Addition is shown on the Flood Insurance Rate Map (Map No. 27037C0212E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

The wetland delineation for the site was approved on February 27, 2024. The wetland delineation was completed by MNR. The delineation identified two small wetlands on the site adjacent to the Vermillion River Watershed Water Quality Corridor. As part to of the 1st Addition the previously farmed and eroded channel will be realigned and restored. No additional impacts are proposed to wetlands with the 2nd Addition.

All wetlands, channel and buffers were placed in a city owned outlot. The developer is responsible for the establishment of the channel with native vegetation and will be required to manage the site for a minimum of 5 years or until it is fully established. Natural Area signs will be installed along the channel and buffer areas in the 2nd Addition. Final locations (20) will be approved by the city prior to installation.

TREE PRESERVATION

The tree preservation plan identifies 196 trees on site and the trees have subsequently been removed upon issuance of a grading permit prior to recording of the final plat.

EROSION CONTROL

The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. Redundant silt fence is required along all wetlands and waterways that do not have a 50-foot established buffer.

Additional erosion control measures may be required during construction as deemed necessary by City staff or the Vermillion River Watershed JPO. Any additional measures required shall be installed and maintained by the developer.

The MS4 Administration Fee has been collected on the parent parcels with Amelia Meadows final plat.

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Amelia Meadows 2nd Addition. Construction costs are based upon a cost estimate submitted by the Developer's engineer on August 11, 2025 (amended September 18, 2025).

CONSTRUCTION COSTS

Sanitary Sewer	\$ 416,783.34
Watermain	359,303.00
Storm Sewer	466,129.40
Streets	818,826.00
Erosion Control and Restoration	13,844.50
SUBTOTAL - CONSTRUCTION COSTS	\$ 2,074,886.24

OTHER COSTS

Developer's Design (3.0%)	\$ 62,246.59
Developer's Construction Survey (2.5%)	51,872.16
City's Legal Expense (0.5%)	10,374.43
City Construction Observation (5.0%)	103,744.31
Developer's Record Drawing (0.5%)	10,374.43
Gallifrey Way and Gerber Pass Temporary Cul-De-Sac Removal	7,500.00
Natural Area Signs	3,000.00
Streetlights	10,800.00
Landscaping	\$37,900
Lot Corners/Iron Monuments	7,500.00
SUBTOTAL - OTHER COSTS	\$ 305,311.92
TOTAL PROJECT SECURITY	\$ 2,380,198.16

The street light security totals \$10,800 which consists of nine (9) post-top streetlights at \$1,200 each.

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$7,500.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

A cash fee of \$2,875.00 for traffic control signs shall be paid with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each

traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an addition \$300.00 for each mobilization.

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

$$\begin{array}{rcl} 70 \text{ units} & \times \$40.48/\text{unit} & = \$2,833.60 \\ \text{Total Units} & \text{2025 Rate} & \text{Streetlight Operating Fee} \\ \text{Amelia Meadows 2nd Addition} & & \text{Amelia Meadows 2nd Addition} \end{array}$$

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

$$\begin{array}{rcl} 8 \text{ units} & \times \$61.52/\text{unit} & = \$492.16 \\ \text{Total Units (Single Family)} & \text{2025 Rate} & \text{Environmental Resources Fee} \\ \text{Amelia Meadows 2nd Addition} & & \text{Amelia Meadows 2nd Addition (Single Family)} \\ \\ 62 \text{ units} & \times \$61.52/\text{unit} & \times 0.50 & = \$1,907.12 \\ \text{Total Units (Townhomes)} & \text{2025 Rate} & \text{Utility Factor} & \text{Environmental Resources Fee} \\ \text{Amelia Meadows 2nd Addition} & & & \text{Amelia Meadows 2nd Addition (Townhomes)} \\ \\ \$492.16 & + \$1,907.12 & = \$2,399.28 \\ \text{Environmental Resources Fee} & \text{Environmental Resources Fee} & \text{Environmental Resources Fee} \\ \text{Amelia Meadows 2nd Addition (Single Family)} & \text{Amelia Meadows 2nd Addition (Townhomes)} & \text{Amelia Meadows 2nd Addition} \end{array}$$

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

$$\begin{array}{rcl} 75 \text{ lots/outlots} & \times \$90.00/\text{unit} & = \$6,750.00 \\ \text{Lots/Outlots} & \text{2025 Rate} & \text{Property Data \& Asset/Infrastructure Mgmt. Fee} \\ \text{Amelia Meadows 2nd Addition} & & \text{Amelia Meadows 2nd Addition} \end{array}$$

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

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$62,246.59.

CASH REQUIREMENTS

Park Dedication	\$ 292,672.00
Sanitary Sewer Availability Charge	22,890.00
Storm Sewer Charge	136,619.13
Traffic Control Signs	2,875.00
Streetlight Operating Fee	2,833.60
Environmental Resources Management Fee	2,399.28
Property Data and Asset/Infrastructure Management Fee	6,750.00
City Engineering Administration (3.00%)	62,246.59

TOTAL CASH REQUIREMENTS

\$ 529,285.60

RECOMMENDATION

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



Date: 10/6/2025

Master Agreement with Lakeville Baseball Association for Facility Use and Sponsorships

Proposed Action

Staff recommends adoption of the following motion: Move to approve Master Agreement with Lakeville Baseball Association (LBA) for Facility Use and Sponsorships.

Overview

The construction of Grand Prairie Park was approved as part of the November 2021 Park Bond Referendum. A significant component of the park includes the construction of a baseball facility. After reviewing the plans and specifications for the baseball facility, LBA requested enhancements for an improved facility that would support expanded usage.

LBA agreed to donate \$1 million towards the baseball facility upgrades that would not have been included in the project otherwise. The enhancements include items such as an integrated covered grandstand, restrooms, and a press box, block dugouts with a metal roof, a double batting cage, a PA system, and a single-point entry. The City Council approved this donation on August 7, 2023.

LBA requested upgrades to the scoreboard, including the addition of a video screen and the installation of a Batter's Eye, which resulted in a \$375,000 donation increase. However, LBA recently received a lower quote for the cost of the scoreboard and their donation has changed to \$340,000. LBA has sought sponsorship and other revenue sources to generate funds for these contributions. While agreements between the City and LBA have been previously executed, the construction of the baseball facility at Grand Prairie Park has provided an opportunity to enter into a master agreement between the two parties. The master agreement would apply to all aspects of LBA usage of Grand Prairie, King, Quigley-Sime and Steve Michaud Parks. Provisions have been included for LBA payments to the City, reservation and usage processes, LBA's pursuit of sponsorships, maintenance, concession operations, fees, and other miscellaneous items. The Mayor and City Council approved the initial agreement at their meeting on October 7, 2024, but necessary changes have been made to reflect a reduced cost for the scoreboard and revised agreement terms due to shifting construction timelines at Grand Prairie Park.

Representatives from LBA and city staff have met to discuss the attached agreement and recognize the mutual benefit of repealing any past agreements and executing an all-encompassing agreement for LBA's usage of city park fields and facilities.

Supporting Information

1. Master Agreement with Lakeville Baseball Association for Facility Use and Sponsorships

Financial Impact: \$340,000 **Budgeted:** No **Source:** Donations and & Sponsorships
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and
Recreational Opportunities
Report Completed by: Joe Masiarchin, Parks & Recreation Director

MASTER AGREEMENT

MASTER AGREEMENT (“Agreement”) made this 6th day of October, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and the **LAKEVILLE BASEBALL ASSOCIATION, INC.**, a Minnesota non-profit corporation (the "LBA").

RECITALS

A. The City owns and operates the following parks that include baseball fields (“Fields”) used by LBA for its programs, including but not limited to:

Grand Prairie Park (GPP)
Quigley-Sime Park (QUI)
King Park (KP)
Steve Michaud Park (STE)

Collectively referred to herein as “Parks.”

B. LBA has previously requested upgrades to certain Fields within the Parks and has contributed financially to the construction, improvement, maintenance and operations of Fields within some of the Parks;

C. The parties have entered into prior agreements related to the financial participation of LBA related to the Parks and agreements related to sponsorship options for LBA to generate revenues for their financial contributions;

D. The parties desire to repeal prior agreements and enter into this Master Agreement to provide terms related to LBA’s financial contributions, maintenance responsibilities, sponsorship and naming rights, and use of the Fields within the Parks.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. LBA PAYMENTS.

A. LBA agrees to pay \$1,000,000.00 to the City for the installation of certain upgrades to the Field at Grand Prairie Park identified in Exhibit A (“Upgrades”) payable in \$100,000.00 annual payments paid to the City by November 1st of each year, beginning on November 1, 2026. The Upgrades would not otherwise be included in the Field improvement at Grand Prairie Park,

B. LBA will also pay \$340,000.00 to the City for the additional upgrades at Grand Prairie Park identified in Exhibit A (“Additional Upgrades”) payable in \$34,000.00 annual payments

paid to the City by November 1st of each year, beginning on November 1, 2026. The Upgrades would not otherwise be included in the Field improvement at Grand Prairie Park.

2. OWNERSHIP.

A. The Parks, Upgrades, Additional Upgrades and all improvements within the Parks 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 LBA under the terms of this Agreement. The City is not transferring control of the Parks, Fields, Upgrades or Additional Upgrades by entering into this Agreement.

3. FACILITY AND FIELD RESERVATIONS

A. Designated Representative. LBA shall appoint a designated representative to manage overall scheduling of LBA league games, tournaments and camps (“LBA Events”). The designated representative will be responsible for submitting a master game/tournament/camp schedule (“LBA Event Scheduled”) to the City for Field reservations.

B. Reservations. Reservations of Fields by LBA for LBA Events are subject to the following:

1. LBA reservations will be taken in order of the Group Priority established in the City’s Policy on use of Fields.

2. Submittal by LBA of field requests does not grant a permit or confirmation to conduct an LBA Event at a Park Field.

3. All requests for Fields must be submitted by the City’s published deadlines for Field requests and reviewed by the City for approval. City deadlines for Field requests will be established annually according to the activity season. These deadlines are sent via email to all returning field users and published on the City’s website.

4. Field permits issued by the City for LBA Events are not transferable or assignable.

5. LBA must promptly notify Lakeville Park and Recreation staff and receive approval by the City of any schedule changes or changes in fields, to allow other users to reserve fields not used by LBA.

6. The City reserves the right to cancel or relocate an LBA event due to poor weather conditions or adverse property conditions to protect the fields.

7. A field permit issued by the City does not grant LBA with any property rights to the Parks including but not limited to any possessory rights or rights to restrict access and use of any member of the general public on Park property.

8. LBA shall use the Grand Prairie Park field mainly for baseball games. No practices are to be held without prior approval through the City's Field reservation process.

9. LBA shall take all reasonable actions to protect the fields from excessive wear caused by heavy use or extreme weather conditions (drought, heavy rains).

10. LBA will be responsible for any additional services requested or required for their usage of fields, such as, but not limited to, portable toilets or extra trash cans.

11. In addition to providing player numbers, LBAs shall provide to the City additional documents that provide a scope of the organization's health such as: financial/treasury documents, previous years players numbers, or future plans, upon request by the City.

C. Tournaments. LBA may schedule tournaments for City resident and non-resident teams, subject to the terms of this Agreement. Tournament requests must be submitted with LBA Event Schedule by the City deadline for field requests.

1. LBA may host unlimited tournaments during LBA's baseball season, provided each of the Parks is allowed one weekend off each month for rest and rehabilitation.

2. Each LBA Tournament may last no more than four consecutive days.

D. LBA Camps. LBA may facilitate camps for LBA on Fields at Parks. Camps may only be attended by athletes registered to play for LBA. The City reserves the right to request participant rosters from LBA at its discretion. LBA shall provide resident and non-resident percentages for LBA Camps upon request by the City, together with any supporting documentation.

4. FEES.

A. LBA Scheduled Events. Except as otherwise provided under this Section 4, the City agrees to waive field and rental fees outlined in the Lakeville Parks and Recreation Fee Schedule for LBA Events during the term of this Agreement.

B. LBA Camps. LBA shall pay fees as provided in the Lakeville Parks and Recreation Fee Schedule.

C. LBA Youth Athletic Association. The Youth Athletic Association Participation Fee, which is specified in the Lakeville Parks and Recreation Fee Schedule will not be waived by the City.

D. Parking. LBA may not charge parking fees for any LBA scheduled events, except by separate written agreement with the City which agreement may require a reimbursement to the City of a portion of the parking fee.

E. LBA Ticketed Events. LBA shall not hold a ticketed event at the Parks, unless the ticketed event is approved by written agreement with the City which agreement may require a reimbursement to the City of a portion of the ticket fees.

5. NAMING RIGHTS/SPONSORSHIPS. LBA is granted authorization to pursue the sale of naming rights and sponsorships within the parks identified below, subject to the following provisions:

A. Grand Prairie Park. LBA is granted the authority to pursue the sale of naming rights and sponsorships for the elements within Grand Prairie Park as identified in Exhibit B, not to exceed 10 years from the date of this Agreement, unless otherwise noted in Exhibit B, after which, without a new Master Agreement between the City and LBA, the naming rights and sponsorships may be sold by the City and any LBA signage installed may be removed by the City.

B. King Park, Steve Michaud Park and Quigley-Sime Park. LBA is granted the authority to pursue the sale of sponsorships Program that allows banners to be placed within King Park, Steve Michaud Park and Quigley-Sime Park. LBA shall enter into sponsorship agreements for banners with sponsors not to exceed 10 years from the date of this Agreement, after which, without a new Master Agreement between the City and LBA, the sponsorships may be sold by the City and any LBA banners installed may be removed by the City.

C. General Requirements.

1. Except as otherwise noted herein, LBA shall be responsible for all costs associated with naming/sponsorship rights, including signage.

2. All signage, naming rights agreements and sponsorship agreements must comply with City ordinances and policies concerning signage, including sponsorship signage, and the City Sponsorship and Advertising Policy for Park Facilities.

3. All naming rights and sponsorship agreements entered into by LBA must comply with the terms of this Agreement be in a form approved by the City. Copies of all naming and sponsorship Agreements must be promptly provided to the City upon execution.

4. The City has the right to remove any banner or signage that is not in compliance with the terms of this Agreement.

5. LBA, at its sole cost and expense, shall be responsible for naming rights/sponsorship solicitation, promotion and management of the naming/sponsorship programs provided under this Agreement, including the following:

- a. Placement and removal of the banners from the Parks.
- b. Storing banners during the off-season.
- c. Maintenance, repair and replacement of all banners placed in the Parks.
- d. Promptly repairing any damage to the fences, wind screens or other parts of the Fields caused by or attributed to the banners.
- e. All costs for damage caused within the Parks in connection with the use of the Parks for banners under the terms of this Agreement.
- f. LBA shall provide the City with an annual financial report to account for the revenues and expenditures of the Naming Rights and Sponsorship program. The report shall be provided by December 1st of each year.

6. EQUIPMENT PROVIDED BY LBA. LBA will provide equipment at Grand Prairie Park at LBA's cost as provided in this Section. All equipment and plans for installation must be approved by the City Parks Director.

A. Concessions Building: Stand-alone shelving and replacement, as necessary, of refrigerators and freezers purchased by the City.

B. Bullpen: All items required to complete bullpens after construction including but not limited to: netting system and frame, home plate, pitching rubber, mound creation or portable pitching mound, artificial turf flooring or mats. Bullpen will be constructed with fencing, gates and ag-lime only.

C. Batting Cages: All items required to complete batting cages after construction including but not limited to: netting system and frame, home plate, pitching machine, artificial turf flooring or mats. Batting cages will be constructed with fencing, gates and ag-lime only.

D. Dugout: Stand-alone shelving.

E. Additional Equipment. Any and all additional equipment required for play such as but not limited to: L-Screens, baseballs, chalking machine, line marking chalk.

F. Ownership and Maintenance. LBA shall own and properly maintain the equipment identified in Paragraph 6 in good condition during the term of this Agreement.

7. FIELD MAINTENANCE.

A. Pre-Game Maintenance. LBA shall be responsible for pre-game set up for all LBA Events, which shall include the following: setting of bases, chalking field lines in the infield, completing a field safety inspection of the entire field: turf condition, field moisture (too wet to play), infield dirt condition, infield/outfield transition inspection, base paths, dugouts, fencing, safety netting, warning tracks and transition to grass, pitching mound, home plate.

B. Post-Game Maintenance for All Fields. LBA shall be responsible for all post-game maintenance for all LBA events, as follows:

1. remove and store bases;
2. tarp pitching mound;
3. remove trash and debris from dugouts, bullpens, batting cages and stands and place in appropriate containers.

C. Maintenance at All Fields, Excluding Grand Prairie Park. LBA shall be responsible for the following maintenance for all fields for LBA Events, excluding Grand Prairie Park:

1. fill and repair surface impacts from play at home plate and pitching mound;
2. rake grass edge into infield a minimum of 1 foot;
3. level any holes or high spots;
4. rake pitching mound key leveling any holes or high spots.

D. Maintenance at Grand Prairie Park.

1. Tarp home plate
2. Unless otherwise approved by the City, LBA shall not perform infield maintenance other than what is needed to complete the game(s) scheduled for that day.
3. The City shall be responsible for managing the infield surface, pitching mound and home plate areas.

E. Maintenance Standards. All Field maintenance done by LBA must be done in coordination with the City of Lakeville Parks Superintendent or Supervisor to maintain City field maintenance standards.

F. Damage to Fields.

1. LBA shall not be responsible for damage to Fields or facilities within the Parks that may occur from normal wear and tear.

2. Damage to Fields or facilities within the Parks that occurs as a result of intentional or negligent treatment during use or maintenance by LBA, its officers, employees, members, agents, volunteers, participants, or invitees may be subject to the following, as determined by the City Park Director:

- a. LBA required attendance at a maintenance/best practices meeting for field/facility prior to further use by LBA of the Field or facility within the Parks.
- b. Reduction in allowed LBA reservations for a Field or facility within the Parks.
- c. Reimbursement for damages prior to future use by LBA of the Parks.
- d. Cancellation of LBA remaining Field reservations within the Parks.

8. CONCESSIONS/LIQUOR.

A. Authorization.

- 1. LBA is authorized to run and maintain the concessions facilities at the Grand Prairie Park Grandstand, King, Steve Michaud and Quigley-Sime Parks (“Concessions Facilities”) for LBA Events and for third party scheduled events during the time period of the scheduled event.
- 2. Other renters may run concessions with the understanding that they will not have access to the Concessions Facilities.
- 3. LBA is authorized to sell malt beverages and wine at the Concessions Facilities during scheduled events. Prior to any sale of alcohol, LBA must obtain the appropriate liquor license for sale of alcohol at the Concessions Facilities.

B. Use of Concessions Facilities. Unless specifically agreed to in writing by the City, LBA shall use the Concession Facilities only for the purpose of preparing, storing, and selling to the public food, beverages and merchandise; and engaging in such other activities incidental thereto. LBA shall not use or occupy the Concession Facilities or knowingly permit the Concession Facilities to be used or occupied: (i) contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto; (ii) in any manner which would cause structural injury to the improvements, cause the value or usefulness of the Concession Facilities or any part thereof substantially to diminish (reasonable wear and tear excepted); (iii) which would adversely affect the City’s activities on property owned by the City adjacent to the Concession Facilities; or (iv) which would constitute a public or private nuisance or waste. LBA shall promptly upon discovery of any such prohibited use take all necessary steps to compel the discontinuance of such use and shall immediately notify the City of such use.

C. Hours. Any time limit to sales or is reference to sales during the time period for the event sufficient.

D. LBA Obligations.

1. LBA shall obtain any necessary permits or licenses for sale of food and beverage products and merchandise at the Concessions Facilities and shall maintain such permits and licenses in good standing during the term that LBA is authorized to operate the Concessions Facility.

2. LBA shall be solely responsible for security of the Concessions Facilities, including the inventory and any loss, damage or destruction.

3. LBA shall comply with all procedures and policies set by the City pertaining to the Concessions Facilities.

4. LBA shall not sell tobacco or products containing THC at the Concessions Facilities.

5. LBA shall not serve food or beverages in glass containers.

6. LBA shall not sell any beverages contrary to a City beverage policy or any contract maintained by the City. In order to minimize conflicts regarding food, beverage and merchandise issues, LBA agrees to meet with City representatives prior to preparing the annual product list and periodically thereafter.

7. LBA shall not provide food, beverages or merchandise to City employees at a discount or without charge.

8. LBA shall not store, keep, dispose of, transport or generate at the Concession Facilities any hazardous substances or other dangerous materials.

9. LBA shall not make any alterations to the Concessions Facilities or the surrounding areas without the prior written approval of the City.

10. LBA shall not erect, install or maintain any signs, advertising media, product logo displays or other signs in connection with its use of the Concessions Facilities, except as authorized under this Agreement or by prior written approval of the City.

11. Designated Representative. LBA shall appoint a designated representative to manage LBA use of Concessions Facilities and act as the City's primary contact for use of Concessions Facilities.

12. Repair, maintenance, cleaning of the Concessions Facilities.

- a. Keep the Concessions Facilities in good order and condition.
 - b. Keep the Concessions Facilities and the surrounding areas reasonably free from trash and rubbish.
 - c. LBA shall reimburse the City for any cleaning costs incurred by the City as a result of LBA's failure to comply with the cleaning obligations.
- E. Ownership and Maintenance. All equipment and property owned by LBA shall remain the property of LBA. LBA shall be solely responsible for maintaining and cleaning of its property.
- F. Assumption of Risks. LBA assumes all risk of loss or damage of LBA's property within the Concession Facilities, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, vandalism or other cause. The City shall not be liable to LBA or those claiming through LBA, for injury, death or property damage occurring on, in, or about the Concessions Facilities, except as may be caused by the willful misconduct or negligence of the City. Nothing herein shall be deemed to be a waiver of any limits of liability granted the City under statutory or common laws.
- G. Discrimination. LBA will not discriminate against any party seeking to retain LBA's services based on race, color, creed, religion, ancestry, gender, national origin, affectional preference, disability, age, marital status, status with regard to public assistance, or status as a disabled veteran. LBA will include similar nondiscrimination provisions in all subcontracts into which it enters for performance of its obligations hereunder.
- H. Insurance. LBA shall obtain and keep in force during the term of this Agreement the insurance required by the City for rental of the Concessions Facilities and the serving of liquor at the Concessions Facilities.
- I. Termination. Either party may terminate this Section 8 of the Agreement upon 30 days' notice to the other party. The City may terminate this Section 8 or any portion thereof immediately upon a breach by LBA under Section 8.
- J. LBA's Obligations Upon Termination. Upon termination of this Section 8 LBA will immediately cease all sales of food, beverage and merchandise at the Concessions Facilities and promptly remove all LBA property from the Concessions Facilities. Any LBA property that is not removed from the Concessions Facilities within 30 days shall be deemed abandoned by the City and the City may remove LBA property from the Concessions Facilities.
- K. Food Trucks and Other Providers. The rights to serve food and beverages at the Parks is not exclusive to LBA. Food trucks are allowed in designated areas, with prior approval of the Lakeville Parks and Recreation Department.

9. VEHICLES/PARKING

A. Unless expressly provided in a permit, all motorized vehicles, including Golf carts, UTV's and other recreational vehicles are prohibited within the Parks, including park trails and parkways designated for public transportation. This prohibition shall not apply to the use of motorized wheelchairs and scooters by handicapped individuals.

B. Any vehicle pass that has been provided to LBA must be clearly displayed on the dashboard of each vehicle in the designated area. Any vehicles not properly displaying the appropriate vehicle pass are prohibited any may result in the issuance of a warning and/or citation and/or towed from City property.

10. DECOMMISSIONING. The Parks or any improvements contained within the Parks, including the Upgrades or Additional Upgrades may be decommissioned based on the City's determination that the Upgrades or Additional Upgrades have reached the end of their useful life or required repairs become financially burdensome to the City or the City determines that a Park is needed for another public use. If the Upgrades at Grand Prairie Park are decommissioned prior to LBA's final payment of provided under Section 1, no further payments will be made by LBA.

11. MISCELLANEOUS.

A. LBA must have all users of equipment in the Grand Prairie Park press box, including but not limited to the sound, system, video screen and scoreboard, trained by the City or designated LBA members in the use of the equipment prior to use.

B. Access to the Parks and the facilities located within the Parks access may only be provided by the Lakeville Parks and Recreation Department. LBA may not allow others to use LBA access to the Parks and the facilities located within the Parks.

C. LBA's use of the Parks is limited to the hours that the Parks are opened as designated by the City.

D. LBA shall obtain and keep in force during the term of this Agreement the insurance required by the City for rental of the Parks and Fields.

12. 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 make 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: Parks and Recreation Director

TO LBA: Lakeville Baseball Association, Inc.
PO Box 517
Lakeville, MN 55044
Attn: Commissioner

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

13. COMPLIANCE WITH LAWS. LBA shall comply with all federal, state and local laws and City policies in connection with its use of the Parks as provided under this Agreement.

14. INDEMNIFICATION. LBA 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 property, occurring on or about the Parks, arising from LBA's operations on City property, or any acts, omissions, or negligence of LBA or LBA's officers, agents, members, employees, volunteers, invitees, or visitors. Notwithstanding the foregoing, LBA shall not be obligated to indemnify the City for claims, demands and actions arising out of or caused by the negligence or willful misconduct of City employees or agents.

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

16. AUDITS. Under Minnesota Statutes § 16C.05, subdivision 5, LBA'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.

17. GOVERNMENT DATA PRACTICES. LBA 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 LBA or the City.

18. 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 LBA.

19. 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.

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

21. 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.

22. TERM; TERMINATION.

A. Except as otherwise provided in this Agreement, this Agreement shall terminate on December 31, 2035, unless otherwise extended or amended by the parties.

B. This Agreement may be terminated by either party in the event of a material breach by the other party upon 30 days' notice to the other party.

23. ENTIRE AGREEMENT. This Agreement, and any documents referenced or incorporated herein, represent the entire integrated agreement between LBA 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 BASEBALL
ASSOCIATION, INC.**



Thane Hathaway (Oct 1, 2025 17:16:39 EDT)

Thane Hathaway
Commissioner

EXHIBIT A
GRAND PRAIRIE PARK UPGRADES

Upgrades:

- Grandstand with restroom, concessions, storage and press box
- Block dugouts with protective fence
- Single entrance controlled for ticketed events

Additional Upgrades:

- Scoreboard & video board
- Batter's Eye

EXHIBIT B

GRAND PRAIRIE PARK NAMING AND SPONSORSHIP ELEMENTS

1. Grandstand Naming Rights
 - a. City will pay up to \$5,000 for the ID Sign and Grandstand Sign
2. Beer Garden Naming Rights
3. Concessions Stand Naming Rights
4. Left Field Observation Deck Naming Rights
5. Right Field Observation Deck Naming Rights
6. Scoreboard Naming Rights
7. Left Field Dugout Sponsor
8. Right Field Dugout Sponsor
9. Field (Grounds Crew) Naming Rights
10. Batting Cage #1 Sponsor
11. Batting Cage #2 Sponsor
12. Press Box Sponsor
13. Warmup Mound #1
14. Warmup Mound #2
15. Batters Eye
16. Stadium Seats
17. Wall of Fame
18. First Base Patio
19. Restrooms
20. Storage / Umpire Room
21. Field Lighting

AGREEMENT

Final Audit Report

2025-10-01

Created:	2025-09-29
By:	Joseph Masiarchin (jmasiarchin@lakevillemn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADr9wjNIqdFan8FgKMNCxPveHQ_xBlwoJ

"AGREEMENT" History

-  Document created by Joseph Masiarchin (jmasiarchin@lakevillemn.gov)
2025-09-29 - 2:41:58 PM GMT
-  Document emailed to Thane Hathaway (thane.hathaway@lakevillebaseball.org) for signature
2025-09-29 - 2:42:03 PM GMT
-  Email viewed by Thane Hathaway (thane.hathaway@lakevillebaseball.org)
2025-09-29 - 5:57:56 PM GMT
-  Email viewed by Thane Hathaway (thane.hathaway@lakevillebaseball.org)
2025-10-01 - 9:15:13 PM GMT
-  Document e-signed by Thane Hathaway (thane.hathaway@lakevillebaseball.org)
Signature Date: 2025-10-01 - 9:16:39 PM GMT - Time Source: server
-  Agreement completed.
2025-10-01 - 9:16:39 PM GMT



Date: 10/6/2025

Supplemental Agreement with Irrigation by Design, Inc. (IBD) for King Park Irrigation Filtration Installation

Proposed Action

Staff recommends adoption of the following motion: Move to accept supplemental agreement from IBD for King Park Irrigation filtration installation.

Overview

An irrigation filtration system installed at King Park will be utilized to filter the storm basin water. The filtered water will reduce valve and sprinkler head repairs. Maintenance staff time will be reduced, and operation of the irrigation system will improve. IBD's supplemental agreement identifies the scope of services and estimated cost to complete is \$102,975.19 and is subject to the Master Services Agreement dated April 21, 2025.

At this time, Staff is recommending the Mayor and City Council accept the proposal from Irrigation by Design in the amount of \$102,975.19.

Supporting Information

1. Irrigation Filtration Proposal

Financial Impact: \$102,975.19 Budgeted: Yes Source: Park Dedication Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Mark Kruse, Parks Superintendent



IRRIGATION FILTRATION PROPOSAL

Date: September 16, 2025

Attn: Mr. Mark Kruse
Parks Superintendent
City of Lakeville Parks Department
20195 Holyoke Avenue
Lakeville, MN 55044

Email: mkruse@lakevillemn.gov **Desk:** 952-985-2715

Project: King Park Filtration installation

Scope of proposed work:

- a) Furnish, install and place into service, a self-cleaning filtration system to filter reuse irrigation pond water before entering the King Park irrigation distribution system. Work will include associated irrigation pump station augmentation.
 - b) City of Lakeville Parks will form and install a concrete pad and related materials at the designated location outside of the existing irrigation pumphouse. IBD will set the new filter assembly, connect, test and place into service. Modification of the existing stormwater irrigation pumphouse will be required.
 - c) Following filter installation and testing, a weather resistant control cabinet to house and protect the reuse irrigation filter assembly will be measured, ordered separately and installed by IBD.
- Installation to be performed utilizing manufacturer recommendations and industry best Practices.
 - IBD personnel are certified in accordance with HDPE manufacturer requirements for Fusion Safety, Manual Butt Fusion, Hydraulic Butt Fusion, Sidewall Fusion, Socket Fusion and Aquasaddle Fusion, *Cert No. 3408*. Certification paperwork available upon request.

Mr. Mark Kruse
King Park Filtration Installation
September 16, 2025

- Irrigation by Design, Inc. meets all Quality Assurance requirements of Certified Irrigation Designer, Certified Irrigation Contractor, Power Limited Technician and Technology Systems Contractor License.
- Work will be warranted against defects in materials or workmanship for a period of one year from the date of placement into service.

Proposed Fee: Not including applicable sales tax*: \$102,975.19

Note(s): *Sales tax exemption certificate is required if exempt from sales tax
Bonding is not included in this pricing. This is **not** a prevailing wage project.
Deposit in the amount of 50% is required prior to ordering.
Pricing is valid for 30 days beyond the date of this proposal.

Water in Motion, Inc. consulting, research, design fees, if any, are not included.

Signed:



Matthew Kuha - CIC, CLIA, EPA Watersense Partner
Business Development - Irrigation by Design, Inc.
763-559-7771

APPROVAL:

The City of Lakeville Parks Department selects approves Irrigation by Design, Inc. to proceed with this project:

Signature of an authorized Client representative

Date

Printed name of an authorized Client representative

Phone

Position of an authorized Client representative

Email

By: _____
Luke M. Hellier, Mayor

Date: October 6, 2025

By: _____
Ann Orlofsky, City Clerk



Date: 10/6/2025

APPRO Development/NPL Expansion - Site Improvement Performance Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Site Improvement Performance Agreement (SIPA) with APPRO Development.

Overview

APPRO Development, Inc. has submitted a site plan application and civil plan set to construct a new building and parking lot on the vacant lot on Lot 1, Block 1, Airlake Development 8th Addition. The property is located south of and adjacent to 215th Street (CSAH 70). The parcel is zoned I-2, Light Industrial District. Development of the property requires administrative site plan approval and City Council approval of a SIPA.

The proposed site plan improvements include construction of an 11,500 square foot office/warehouse/storage building. The site and building plans provide for the construction of private sanitary sewer and water utilities, and expansion of an existing stormwater basin on an adjoining lot to serve the Property. An at-grade parking lot will also be constructed. Access to the property is from the existing access point on the developed NPL site to the west.

The site plan complies with Zoning Ordinance requirements and will be approved by City staff in conjunction with a building permit application.

Supporting Information

1. Site Improvement Performance Agreement (SIPA)
2. Location Map and Narrative from Applicant
3. APPRO Engineering Report 9-8-25
4. Grading and Landscaping Plans

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

(reserved for recording information)

SITE IMPROVEMENT PERFORMANCE AGREEMENT

APPRO-NPL EXPANSION

THIS SITE IMPROVEMENT PERFORMANCE AGREEMENT ("Agreement") dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **APPRO DEVELOPMENT, INC.**, a Minnesota corporation ("Developer").

1. BACKGROUND.

A. The Developer has submitted to the City a site plan and grading, erosion control, drainage and utility plan for improvements on property in the City of Lakeville, Minnesota, legally described as Lot 1, Block 1, Airlake Development 8th Addition, Dakota County, Minnesota, according to the recorded plat thereof, (hereinafter referred to as the "Property").

B. The proposed site plan improvements to the above-described property include construction of an 11,500.00 square foot office/warehouse/storage building with a 1,500.00 square foot mezzanine (13,000.00 square feet total). The site and building plans provide for the construction of private sanitary sewer and water utilities, and expansion of an existing stormwater basin on an adjoining lot to serve the Property. An at-grade parking lot will also be constructed.

2. CONDITIONS OF APPROVAL. The City hereby approves the Site Plan conditioned upon Developer entering into this Agreement, furnishing the security required by it and recording of this Agreement together with any appropriate consents prior to issuance of a building permit for or development of the Property.

3. PLANS. The Property shall be developed in accordance with the following plans which are on file with the City. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

Plan A – Site Plan dated July 30, 2025

Plan B – Grading, Drainage and Erosion Control Plan dated July 30, 2025

Plan C – Utility Plan dated July 30, 2025

Plan D – Landscape Plan dated July 30, 2025

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

5. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility, parking lot and building construction is restricted to local roadways. Construction access from CSAH 70 requires permitting for access from Dakota County.

6. SANITARY SEWER. The development does not include the construction of public sanitary sewer. An existing six-inch sanitary sewer service stub located in 215th Street (CSAH 70) shall be extended to the proposed building to provide sewer service to the proposed building.

7. WATERMAIN. The development does not include public watermain construction. An existing six-inch water service stub located in 215th Street (CSAH 70) shall be extended to the lot to provide service to the proposed building.

8. STORM SEWER. Developer must expand the existing public stormwater basin immediately south of the Property within Outlot A, Acorn Tappe 1st Addition to treat the runoff from the added impervious

surface area with the site plan improvements. The Developer is responsible for the testing of basin sediments and disposing in a manner that meets the MPCA standards. If dewatering is needed, the appropriate permits will be obtained by the Developer.

9. EROSION CONTROL. Developer shall obtain an MPCA Construction Permit for the Property and develop a SWPPP prior to issuance of a building permit for or development of the Property. The permit requires that all erosion and sediment Best Management Practices be clearly outlined in the SWPPP, including any changes made throughout construction. Developer shall comply with the approved grading and erosion control plan. Additional erosion control measures may be required during construction as deemed necessary by City staff or the Dakota County Soil and Water District. Any additional measures shall be installed and maintained by Developer.

The MS4 Administration Fee has not been collected on the parent parcels and is required with the recording of this Agreement, calculated as follows:

\$12,801.00	x 2% Grading Costs	= \$256.02
Grading Cost	2025 Rate	MS4 Administration Fee

10. ENVIRONMENTAL RESOURCES EXPENSES. The Developer shall pay a cash fee for one-year of the Environmental Resources Fee for the Lot at the time of recording of this Agreement, calculated as follows:

1 lot	x \$90.00/unit	= \$90.00
	2025 Rate	Environmental Resources Fee

11. SPECIAL PROVISIONS. Approval of the site plan is subject to the following conditions:

- A. Implementation of the recommendations listed in the September 8, 2025, Engineering Report..
- B. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$180.00.

12. SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Agreement and all of the above plans, the Developer shall furnish the City with a letter of credit in the form attached

hereto, from a bank ("security") for \$94,619.75, plus a cash fee as provided in paragraph 12. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Erosion Control, Grading and Grading Certification, Stormwater Basins	\$14,651.00
B. Storm Sewer Improvements	2,100.00
C. Vegetation Establishment (3-year maintenance period)	<u>50,000.00</u>
CONSTRUCTION SUB-TOTAL	\$66,751.00

OTHER COSTS:

A. Developer's Design (3.0%)	\$2,002.53
B. Developer's Construction Survey (Est. 2.5%)	1,668.78
C. City's Legal Expense (0.5%)	333.76
D. City Construction Observation (Est. 5.0%)	3,337.55
E. Developer's Record Drawings (0.5%)	333.76
F. Landscaping	20,192.37

OTHER COSTS SUB-TOTAL	<u>\$27,868.75</u>
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TOTAL PROJECT SECURITIES:	\$94,619.75
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This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed.

13. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished to the City:

A.	MS4 Administration Fee (2% Project Grading Costs)	\$256.02
B.	Environmental Resources Management Fee	258.38
C.	Property Data and Asset/Infrastructure Management Fee	90.00
D.	City Engineering Administration (3.00%)	<u>2,002.53</u>
TOTAL CASH REQUIREMENTS		\$2,606.93

14. RESPONSIBILITY FOR COSTS.

A. The Developer shall pay all costs incurred by it or the City in conjunction with the development of the site, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval of the site plan, the preparation of this Agreement, review of any other plans and documents.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from site approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

15. MISCELLANEOUS.

A. Third parties shall have no recourse against the City under this Agreement.

B. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

C. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

D. This Agreement shall run with the land and may be recorded against the title to the Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

E. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

F. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits and certificates of occupancy, and the halting of all work on the property.

G. The Developer represents to the City that the development complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the development does not comply, the City may, at its option, refuse to allow construction or development work in the development until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

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

17. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: APPRO Development, Inc., 21476 Granada Avenue, Lakeville, MN 55044. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

*[The remainder of this page has been intentionally left blank.
Signature pages follow.]*

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

DEVELOPER:
APPRO DEVELOPMENT, INC.

By: 
Jim Connelly
Its: Chief Executive Officer

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 30th day of September, 2025, by Jim Connelly, the Chief Executive Officer of Appro Development, Inc., a Minnesota corporation on behalf of said corporation.


NOTARY PUBLIC



DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/smt

**FEE OWNER CONSENT
TO
SITE IMPROVEMENT PERFORMANCE AGREEMENT**

COUNTY ROAD 70 LLC, a Minnesota limited liability company, fee owner of all or part of the property, the development of which is governed by the foregoing Site Improvement Performance Agreement, affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the property owned by it.

Dated this 29th day of September, 2025.

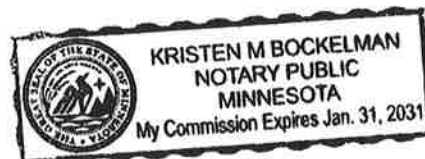
COUNTY ROAD 70 LLC

By: 
Bruce Rydeen
Its: Partner

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 29th day of September, 2025, by Bruce Rydeen, Partner of County Road 70 LLC, a Minnesota limited liability company, on behalf of said entity.


NOTARY PUBLIC



DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/smt

**MORTGAGE HOLDER CONSENT
TO
SITE IMPROVEMENT PERFORMANCE AGREEMENT**

SCALE BANK, organized and existing under the laws of the State of Minnesota, which holds a mortgage on all or part of the property more particularly described in the foregoing Site Improvement Performance Agreement, which mortgage is dated September 26, 2025 and filed for record _____, 2025, as Document No. _____ with the office of the County Recorder/Registrar of Titles for Dakota County, Minnesota, for good and valuable consideration, agrees that the Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of September, 2025.

SCALE BANK

By: _____
Brendan O'Meara
Its: Senior Vice President/Chief Credit Officer

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of September, 2025, by Brendan O'Meara the Senior Vice President/Chief Credit Officer of Scale Bank, organized and existing under the laws of the State of Minnesota, on behalf of said entity.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/smt

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

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

Dear Sir or Madam:

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

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of _____ (Name of Bank) _____";
- b) Be signed by the City Administrator or Finance Director of the City of Lakeville.
- c) Be presented for payment at _____ (Address of Bank) _____, on or before 4:00 p.m. on November 30, 2_____.

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

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

OR

DEMAND(S) FOR PAYMENT TO BE MADE VIA EMAIL TO _____. PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

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

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

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

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

[NAME OF BANK]

BY: _____

Its _____

Location Map



*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 = 300 feet

10/2/2025

Building Narrative

08/05/2025

A new building is being proposed on the existing undeveloped lot that is west of Performance Computer Forms and East of NPL companies on the south side of County Road 70/215th Street West. The development includes a new building and outdoor storage yard. This will be an expansion of operations for NPL in Lakeville. NPL is an underground utility company that utilizes excavating and boring equipment to install underground gas piping, electrical cabling and high speed internet fiber. The building will be used for storage of weather sensitive material and the expanded yard will be used for truck, trailer, excavating equipment and other material related to their operation. Much of which is stored in Lakeville currently.



Memorandum

To: Heather Botten, Senior Planner

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

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

Date: September 8, 2025

Subject: Appro Development – NPL Expansion
Lot 1, Block 1, Airlake Development 8th Addition

- Site Plan Review
- Grading and Erosion Control Plan Review
- Utility Plan Review

BACKGROUND

APPRO Development, Inc. has submitted a site plan application and grading and utility plan to construct a private parking lot and new building on the existing vacant lot on Lot 1, Block 1, Airlake Development 8th Addition. The property is located south of and adjacent to 215th Street (CSAH 70). The parent parcel is zoned I-2, Light Industrial District.

The proposed site plan application will be completed by:

Applicant: APPRO Development, Inc.
Engineer: Rehder & Associates, Inc.

SITE CONDITIONS

Lot 1, Block 1, Airlake Development 8th Addition consists of undeveloped land. An existing driveway bisects the eastern property line. A railway line crosses over the southeast corner of the property. The remainder of the property is undeveloped landscaped greenspace.

SITE PLAN REVIEW

APPRO Development, Inc. proposes to construct a building and parking lot on Lot 1, Block 1. The site proposes to expand an existing stormwater basin directly south of the site plan area.

UTILITIES

SANITARY SEWER

The site proposes connecting to an existing sanitary sewer stub located in 215th Street (CSAH 70) right-of-way.

WATERMAIN

The site proposes connecting to an existing watermain stub located in 215th Street (CSAH 70) right-of-way.

OVERHEAD UTILITIES

There are existing overhead utility lines adjacent to the parent parcels along 215th Street (CSAH 70), which will not be impacted with the proposed site plan improvements.

DRAINAGE AND GRADING

The parent parcel is located within subdistricts SC-046 and SC-054 of the South Creek Stormwater District, as identified in the City's Water Resources Management Plan. The parent parcel does not have any existing stormwater management on site. The applicant will expand the existing stormwater basin immediately south of the site to treat the runoff from the added impervious surface area with the site plan improvements. The developer is responsible for the restoration and establishment of the basin (Acorn Tappe 1st Addition Outlot A). The developer shall submit a grading plan that is reviewed and approved by city staff prior to approval of the site plan.

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

FEMA FLOODPLAIN ANALYSIS

The site is shown on the Flood Insurance Rate Map (Map No. 27037C0213E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this

designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

STORM SEWER

Storm sewer will be installed within the site to collect and convey stormwater runoff generated from within the site to the expanded public stormwater management basin constructed to the south of the site.

The Storm Sewer Charge has been collected on the parent parcels and will not be required with the site plan improvements.

WETLANDS

The site was evaluated for wetlands by Kjolhaug Environmental and no wetlands were identified on the site.

TREE PRESERVATION

A tree preservation plan was not prepared with the site plan improvements. No trees are proposed to be removed with the site plan improvements.

EROSION CONTROL

The Applicant is responsible for obtaining a MPCA Construction Permit for the site as well as developing and maintaining the SWPPP throughout construction phase. The permit requires that all erosion and sediment BMPS be clearly outlined in a site's SWPPP. Changes made throughout construction should be documented in the SWPPP. A revised SWPPP plan must be submitted to and approved by the City addressing all outstanding comments prior to any grading activity.

Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer.

\$12,801	x 2% Grading Costs	= \$256.02
Mass Grading Cost	MS4 Admin Fee	Total

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to the site.

CONSTRUCTION COSTS

Storm Sewer Improvements	\$ 2,100.00
Erosion Control, Grading, and Restoration	14,651.00
Vegetation Establishment (3-year maintenance period)	50,000.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 66,751.00

OTHER COSTS

Developer's Design (3.0%)	\$ 2,002.53
Developer's Construction Survey (2.5%)	1,668.78
City's Legal Expense (0.5%)	333.76
City Construction Observation (5.0%)	3,337.55
Developer's Record Drawing (0.5%)	333.76
Landscaping	20,192.37
SUBTOTAL - OTHER COSTS	\$27,868.75
TOTAL PROJECT SECURITY	\$94,619.75

CASH FEES

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

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

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

$$\begin{array}{ccccccc} 1 \text{ lots/outlots} & \times & \$90.00/\text{unit} & = & \$90.00 \\ \text{Lots/Outlots} & & \text{2025 Rate} & & \text{Property Data \& Asset/Infrastructure Mgmt. Fee} \end{array}$$

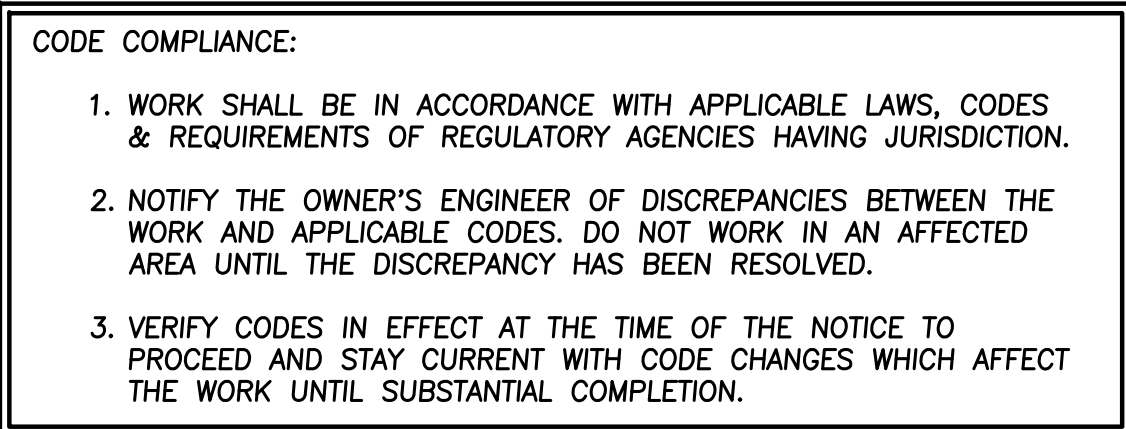
The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$2,002.53.

CASH REQUIREMENTS

MS4 Admin Fee	256.02
Environmental Resources Management Fee	258.38
Property Data and Asset/Infrastructure Management Fee	90.00
City Engineering Administration (3.00%)	2,002.53
TOTAL CASH REQUIREMENTS	\$2,606.93

RECOMMENDATION

Engineering recommends approval of the site plan, grading and erosion control plan, and utility plan for the Appro Development - NPL expansion, subject to the requirements and stipulations within this report.



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

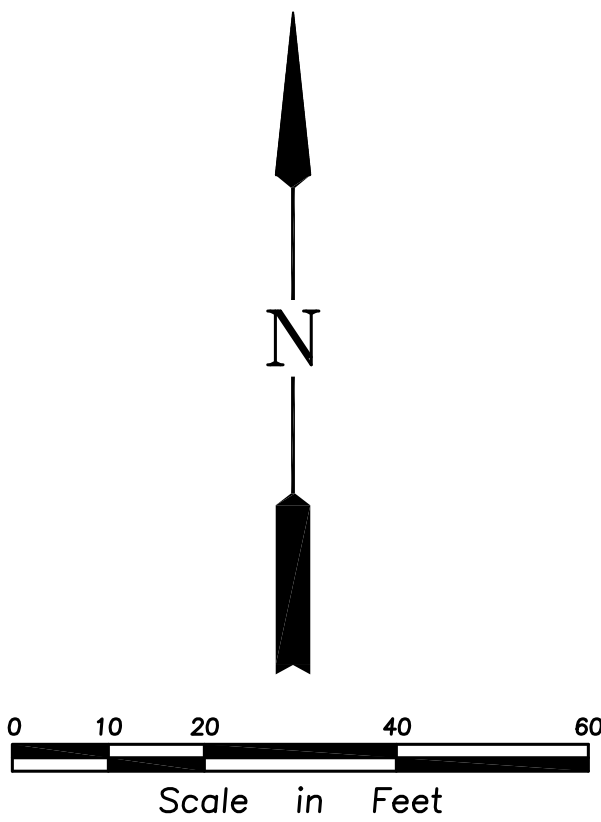
- 1 - All elevations shown are to final surfaces.
- 2 - Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.

- ① – Contractor is responsible for all notifications and inspections required by General Storm Water Permit.
- ② – All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
- ③ – Sweep paved public streets as necessary where construction sediment has been deposited within 24 hours.
- ④ – Each area disturbed by construction shall be restored per the specifications within 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- ⑤ – Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
- ⑦ – All pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water.
- ⑧ – Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.
- ⑨ – Spring/Summer temporary turf establishment shall be MNDOT Seed Mixture 110 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
- ⑩ – Winter temporary turf establishment shall be MNDOT Seed Mixture 100 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
- ⑪ – All disturbed areas shall be restored with commercial turf establishment, MNDOT seed Mixture 25–131 @ 220 lbs/acre, fertilizer shall be 10–10–10(NPK) commercial grade, and mulch shall be MNDOT Type 1.

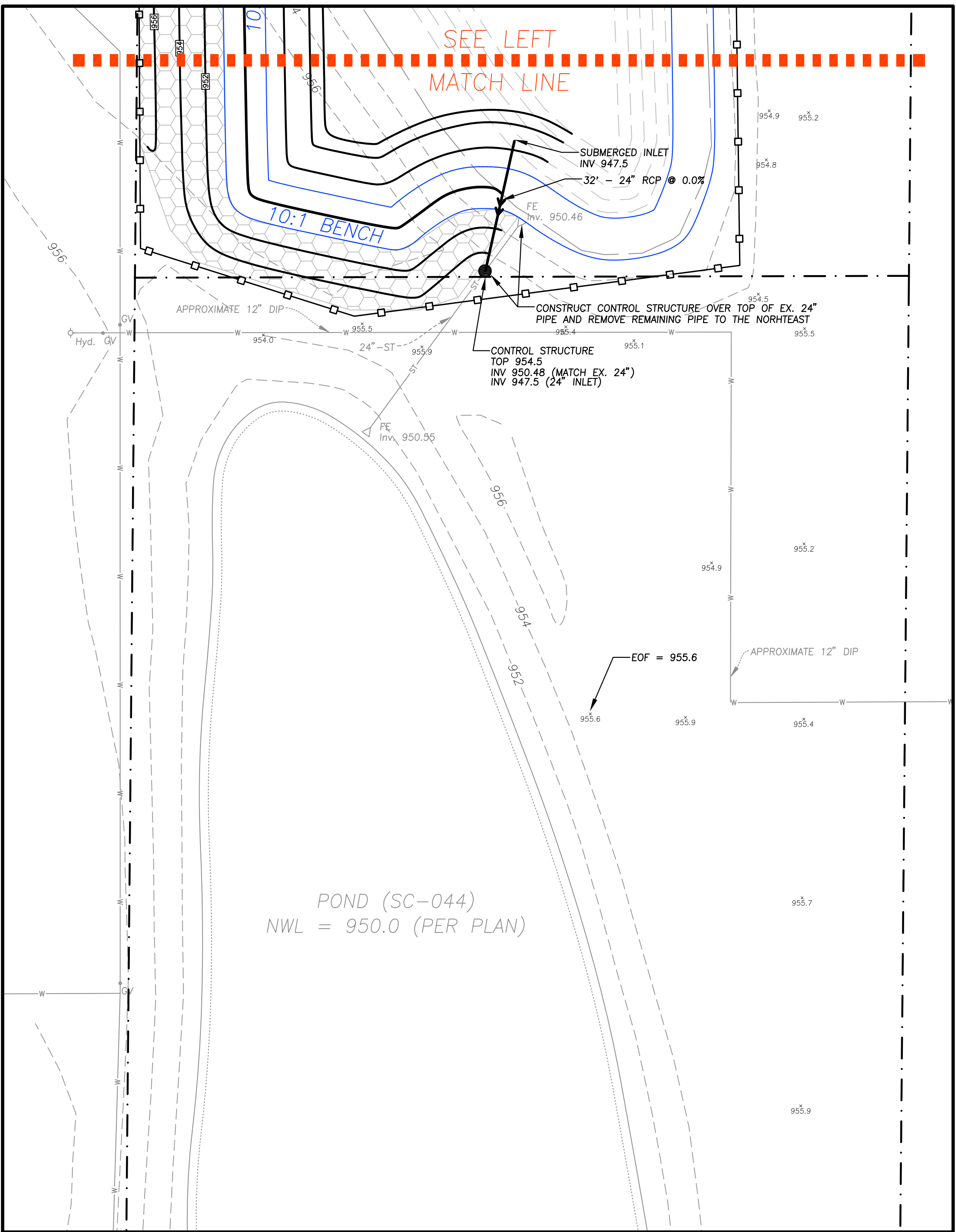
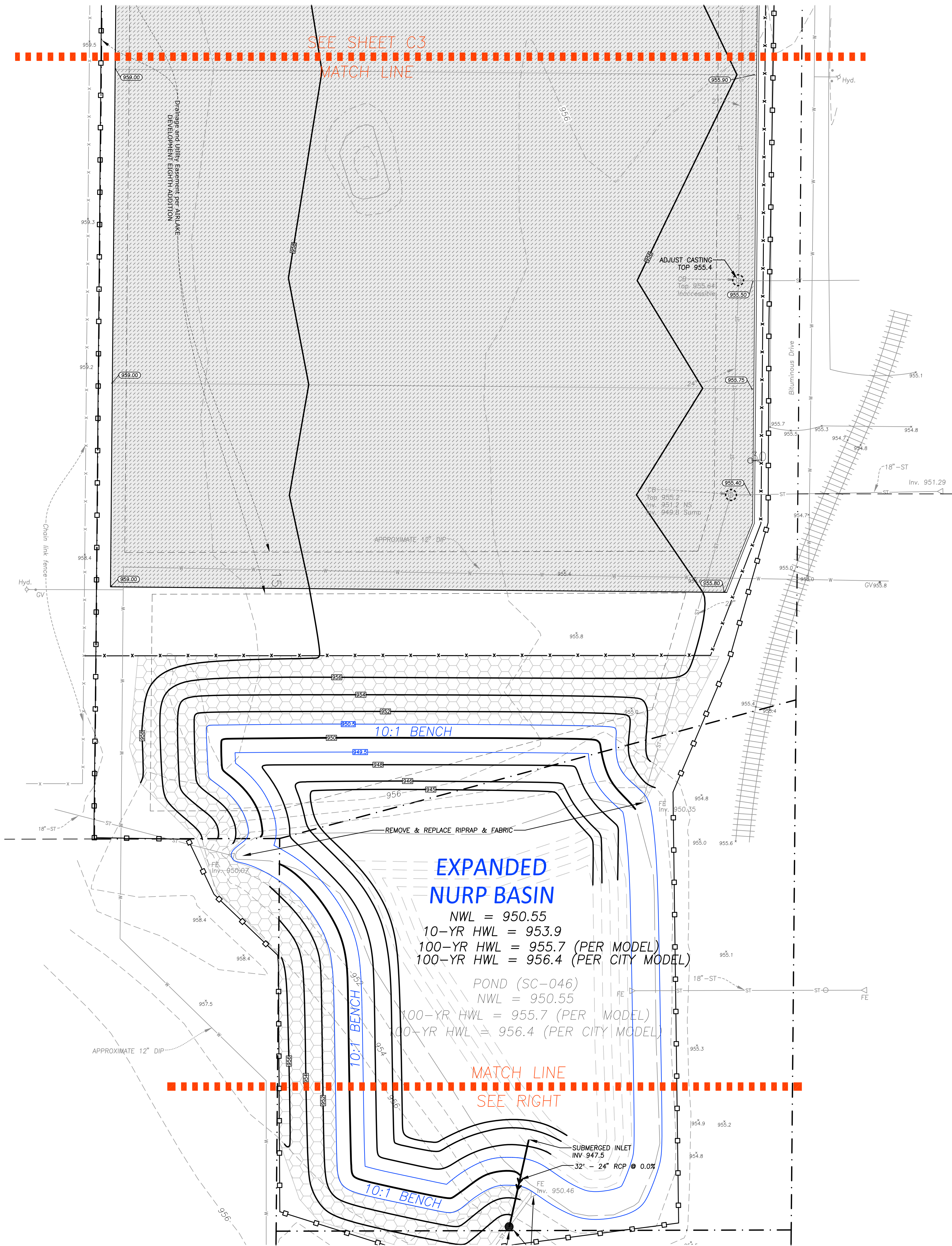
NOTE: INSTALL INLET PROTECTION DEVICE IN NEAREST DOWNSTREAM CATCH BASIN OR AS DIRECTED BY THE CITY.

ITEM	QUANTITY
SILT FENCE	2,100 FEET
ROCK CONSTRUCTION ENTRANCE	50 TONS 1"–2" WASHED ROCK
INLET PROTECTION (PRE-CASTING)	4 DEVICES
INLET PROTECTION (POST-CASTING)	12 DEVICES
EC BLANKET (CAT. 20)	1200 S.Y.

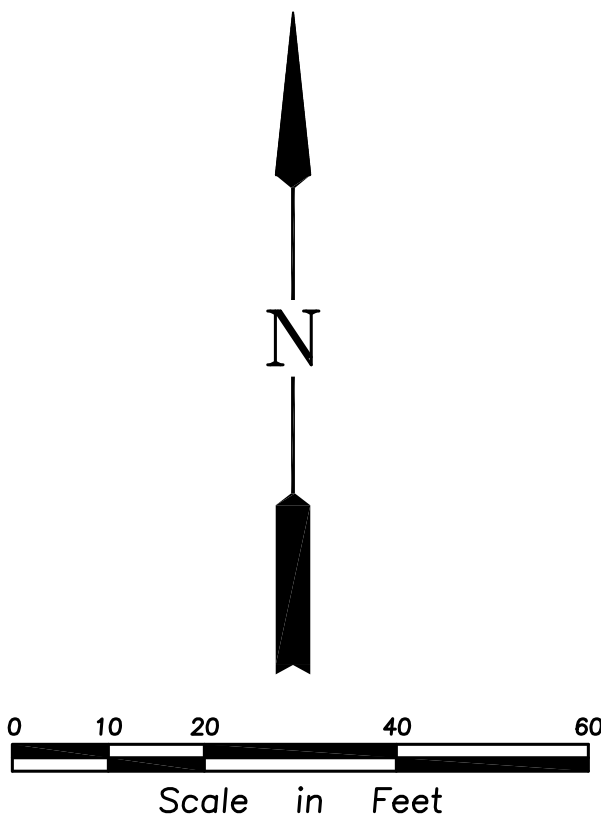
	PROPOSED CATCH BASIN/MANHOLE		BOUNDARY/ROW/BLOCK LINE
	PROPOSED CATCH BASIN		EASEMENT
	PROPOSED GATE VALVE		BUILDING/PARKING SETBACK LINE
	PROPOSED STORM SEWER		DRAINAGE ARROW
	PROPOSED CONCRETE		EXISTING WATERMAIN
	PROPOSED LIGHT DUTY BITUMINOUS		EXISTING SANITARY SEWER
	PROPOSED HEAVY DUTY BITUMINOUS		EXISTING STORM SEWER
	PROPOSED CONTOUR		EXISTING BURIED GAS LINE
	PROPOSED ELEVATION		EXISTING BURIED ELECTRIC LINE
	SILT FENCE		EXISTING BURIED TELEVISION LINE
	INLET PROTECTION DEVICE		EXISTING BURIED COMMUNICATIONS LINE
	PROPOSED EC BLANKET CATEGORY 20 (MNDOT 3885)		EXISTING CONTOUR
			EXISTING ELEVATION



GRADING, DRAINAGE & EROSION CONTROL PLAN AIRLAKE INDUSTRIAL CITY OF LAKEVILLE	Issued <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">CITY SUBMITAL</td><td style="width: 50%;">8-8-25</td></tr> <tr><td>ADDRESS CITY COMMENTS</td><td>9-23-25</td></tr> <tr><td>REVISE STORM WATER MANAGEMENT REPORT</td><td>9-25-25</td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table> REHDER & ASSOCIATES, INC. Civil Engineers & Land Surveyors 3440 Federal Drive, Suite 110 Exton, MN 55122 Telephone: 951-452-5051 www.rehder.com	CITY SUBMITAL	8-8-25	ADDRESS CITY COMMENTS	9-23-25	REVISE STORM WATER MANAGEMENT REPORT	9-25-25								
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ADDRESS CITY COMMENTS	9-23-25														
REVISE STORM WATER MANAGEMENT REPORT	9-25-25														
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.	Name <u>Nicholas P. Adam</u> Reg. No. <u>43856</u> Date <u>9-25-25</u>														
SHEET NUMBER C3	PROJECT NO.: 251-2187.050 DRAWING FILE: 2187050.DWG														

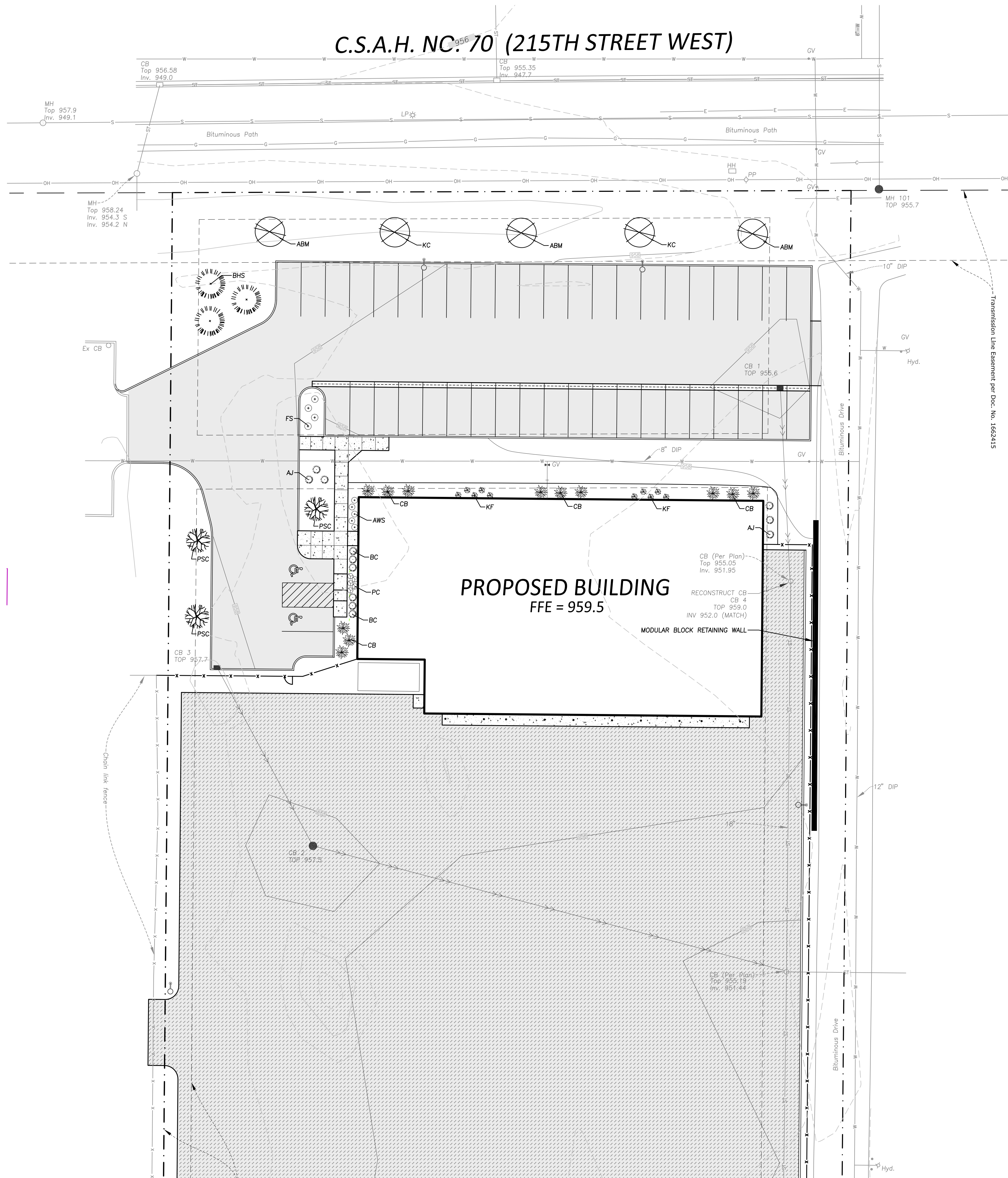


- LEGEND**
- | | |
|--|---|
| ● PROPOSED CATCH BASIN/MANHOLE | --- BOUNDARY/ROW/BLOCK LINE |
| ■ PROPOSED CATCH BASIN | --- EASEMENT |
| ■ PROPOSED GATE VALVE | --- BUILDING/PARKING SETBACK LINE |
| --- PROPOSED STORM SEWER | → DRAINAGE ARROW |
| ■ PROPOSED CONCRETE | W --- EXISTING WATERMAIN |
| ■ PROPOSED LIGHT DUTY BITUMINOUS | S --- EXISTING SANITARY SEWER |
| ■ PROPOSED HEAVY DUTY BITUMINOUS | ST --- EXISTING STORM SEWER |
| --- PROPOSED CONTOUR | G --- EXISTING BURIED GAS LINE |
| ● PROPOSED ELEVATION | E --- EXISTING BURIED ELECTRIC LINE |
| □ SILT FENCE | OH --- EXISTING BURIED TELEVISION LINE |
| ○ INLET PROTECTION DEVICE | C --- EXISTING BURIED COMMUNICATIONS LINE |
| ■ PROPOSED EC BLANKET CATEGORY 20 (MNDOT 3885) | ---980--- EXISTING CONTOUR |
| | x 995.50 EXISTING ELEVATION |



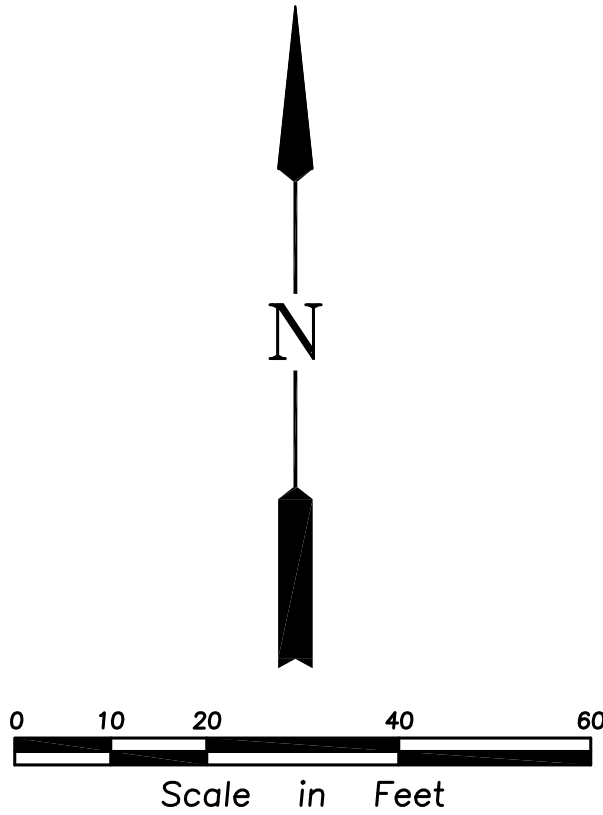
REHDER & ASSOCIATES, INC. Civil Engineers & Land Surveyors 3440 Federal Drive, Suite 110 Lakeville, MN 55044 Telephone 651-452-5051 www.rehder.com	PROJECT NO.: 251-2187.050 DRAWING FILE: 2187050.DWG
	I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Nicholas P. Adam Date 9-25-25 Name Nicholas P. Adam Reg. No. 43856
	Issued CITY SUBMITTAL CITY COMMENTS ADDRESS CITY COMMENTS REVISE STORM WATER MANAGEMENT REPORT
	GRADING, DRAINAGE & EROSION CONTROL PLAN AIRLAKE INDUSTRIAL CITY OF LAKEVILLE

SHEET NUMBER
C4



PLANT, SHRUB AND TREE LIST

PLANTS & SHRUBS					
SYMBOL	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE/ROOT	
	KF	10	Calamagrostis acutiflora	Karl Foerster	#2 Cont.
	PC	5	Echinacea purpurea	Purple Coneflower	#1 Cont.
	CB	12	Buxus x 'Glencoe'	Chicagoland Green Boxwood	#5 Cont.
	BC	6	Viburnum trilobum 'Bailey Compact'	Bailey's Compact American Cranberry Bush	#5 Cont.
	AJ	6	Juniperus sabina 'Arcadia'	Arcadia Juniper	#5 Cont.
	AWS	5	Spirea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	#5 Cont.
	FS	4	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	#5 Cont.
TOTAL		48			
TREES					
SYMBOL	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE/ROOT	
	3	Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	2 - 1/2" B&B	
	2	Gymnocladus dioica 'Espresso'	Kentucky Coffeetree	2 - 1/2" B&B	
	3	Picea glauca var. dens	Black Hills Spruce	6' B&B	
	3	Malus 'Pink Spires'	Pink Spires Flowering Crabapple	2" B&B	
TOTAL		11			



3440 Federal Drive, Suite 110
Lakeville, MN 55044
Telephone: 651-452-5051
www.rehder.com

REHDER
& ASSOCIATES, INC.
Civil Engineers & Land Surveyors

PROJECT NO.: 251-2187.050 DRAWING FILE: 2187050.DWG

8-8-25
9-25-25
9-25-25

ISSUED
CITY SUBMITTAL
ADDRESS CITY COMMENTS
REVISE STORM WATER MANAGEMENT REPORT

LANDSCAPE PLAN
AIRLAKE INDUSTRIAL
CITY OF LAKEVILLE

SHEET NUMBER
L1



Date: 10/6/2025

Naming Rights Agreement Between the City of Lakeville, Lakeville Baseball Association and Jeff Belzer's Todd Chevrolet, Incorporated for the Grand Prairie Park Grandstand

Proposed Action

Staff recommends adoption of the following motion: Move to approve Naming Rights Agreement Between the City of Lakeville, Lakeville Baseball Association and Jeff Belzer's Todd Chevrolet for Grand Prairie Park Grandstand

Overview

As part of the funding for the construction of the grandstand at Grand Prairie Park, LBA has pledged a \$1 million donation to support a portion of the project, including upgrades that would not have been included otherwise. This includes items such as an integrated covered grandstand, restrooms, and a press box, block dugouts with a metal roof, a double batting cage, a PA system, and a single-point entry.

As part of their fundraising efforts, LBA has been exploring a naming rights and sponsorship opportunity with Jeff Belzer's Todd Chevrolet for the grandstand. Staff and representatives from LBA have met numerous times with Belzer to define terms for this partnership. Under this agreement, the grandstand will be named "Belzer Stadium." The terms of the agreement include a \$250,000 naming rights contribution that will be paid in increments of \$25,000 over the next ten years. All naming rights and sponsorship signage must meet the criteria defined by staff. The agreement stipulates that sponsor signage will be included on the park ID sign facing Cedar Avenue and above the main entrance of the grandstand, as well as other branded signage located within the grandstand facility. This agreement only pertains to the grandstand and other amenities cited in the agreement; LBA is allowed to pursue additional naming rights and sponsorship opportunities for other amenities within the facility. After the ten-year term, Belzer will have the first right of refusal to extend their terms before LBA pursues other naming rights and sponsorship opportunities.

Staff recognizes that this is a mutually beneficial agreement that allows LBA to satisfy their donation obligation to the City.

Supporting Information

1. Naming Rights Agreement Between the City, LBA and Jeff Belzer's Todd Chevrolet, Inc. for the Grand Prairie Park Grandstand

Financial Impact: \$250,000 Budgeted: No Source: Donations/Naming Rights Sponsorship Envision Lakeville Community Values: Report Completed by: Joe Masiarchin, Parks & Recreation Director
--

NAMING RIGHTS AGREEMENT

This **NAMING RIGHTS AGREEMENT** ("Agreement") is made as of this 6th day of October, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), **LAKEVILLE BASEBALL ASSOCIATION, INC.**, a Minnesota non-profit corporation ("LBA"), and **JEFF BELZER'S TODD CHEVROLET, INC.**, a Minnesota corporation ("Belzer").

RECITALS

- A. The City owns and operates a park known as Grand Prairie Park ("GPP") located at 7700 185th Street West, Lakeville, Minnesota 55044.
- B. The City and LBA entered into a Master Agreement dated October 7, 2024 and amended the agreement on October 6, 2025 ("Master Agreement") which provides for the LBA's financial contributions, maintenance responsibilities, sponsorship and grandstand naming rights, and use of GPP.
- C. The City, LBA, and Belzer desire to enter in this Agreement to define the rights of the parties with regard to naming and signage for the GPP Grandstand, whereby LBA sells the right to name, brand, and establish signage at the GPP Grandstand to Belzer but only in accordance with the terms and conditions contained herein.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, THE MUTUAL PROMISES AND CONSIDERATIONS IN THIS AGREEMENT, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE CITY, LBA AND BELZER AGREE AS FOLLOWS:

1. **GRANT.** Subject to the terms of this Agreement, the LBA grants to Belzer the exclusive right to name the GPP Grandstand, Belzer Stadium ("Name"), or an alternate name approved by the City and LBA pursuant to the terms and conditions of this Agreement. The Name meets the criteria governing naming rights for City park facilities set for in the City Policy for Naming of Parks. In addition to the grant of naming rights LBA agrees to provide to Belzer the items listed in Exhibit B.
2. **TERM.** The term of this Agreement shall be for a period of 10 years commencing on January 1, 2026 and terminating on December 31, 2035.
3. **PLACEMENT AND USE OF NAME.** During the Term of this Agreement, the Parties shall use the Name to refer to the GPP Grandstand, and as appropriate, use the Name on all websites, social media, internet applications, non uniform clothing, press releases, marketing and promotional materials, advertising, schedules, posters, pamphlets, and other written and print materials produced related to the GPP Grandstand.

4. SIGNAGE. In connection with the naming rights granted to Belzer under this Agreement, Belzer shall be entitled to have certain signage of the Name placed conspicuously in, on, and around GPP as shown on Exhibit A (“Signage”).

4.1. Conditions. The Signage must comply with the City’s Sponsorship Signage Policy and the City’s Sponsorship and Advertising Policy for Park Facilities as such policies may be amended from time to time. Signage must comply with all applicable federal, state, and local laws. The City has the right to remove any banner or signage not in compliance with the terms of this Agreement.

4.2. Third Party Materials. The Parties shall use commercially reasonable efforts to cause any third-party roadway, directional, informational, or other signs referencing the GPP Grandstand (the “Third Party Signs”) to identify the GPP Grandstand by the Name. Parties shall use commercially reasonable efforts during the Term to cause media, advertisers, promoters, service providers, and other parties holding events at the GPP Grandstand, and other third parties to identify the GPP Grandstand by the Name and to use the Name in advertising and promotional materials that identify the GPP Grandstand. However, the failure of any third party to refer to the GPP Grandstand by the Name and incorporate the Name into Third Party Signs or advertising or promotional materials shall not be a breach of this Agreement.

4.3. Costs. LBA shall be responsible for paying all costs and expenses related to installation of the Signage in accordance with the terms of the Master and this Agreement. The City shall be responsible for all major maintenance and repair of the signage outlined in Exhibit A. LBA shall be responsible for any additional signage, and all costs for damage caused within GPP in connection with the use of the Signage in GPP. If LBA fails to maintain Signage not included in Exhibit A, in good condition or replace or repair promptly as necessary, the City may maintain, repair, replace, or remove the nonconforming Signage and bill the City for the costs of taking such action. LBA shall reimburse the City for these costs within 30 days of receipt of an invoice from the City. In the event Belzer’s requests new or updated signage beyond what LBA is obligated to maintain pursuant to the requirements hereof, Belzer’s would be responsible for all incurred expenses for updated signage.

4.4. Removal. Within sixty (60) days of expiration of the Term of this Agreement, LBA shall remove and dispose of all Signage from GPP at its sole cost.

5. DEFAULT. In the event any Party is in default under this Agreement, the other Parties to this Agreement may provide written notice to the breaching Party of the breach and an opportunity to cure the breach within thirty (30) days of the notice. If the breach is not cured during that time period, the nonbreaching Parties shall have the right to rectify the breach at the breaching Party’s expense or terminate this Agreement. The 30-day cure period may be extended no more than 180 days by written consent of the nonbreaching Parties if the breach is of a nature that it cannot be cured within 30 days through the exercise of reasonable diligence. If this Agreement is terminated pursuant hereto, Belzer’s shall not be obligated to pay any additional fees other

than what it has paid as of the date of termination and any fees applicable to the year in which this Agreement is terminated shall be pro-rated on a per day basis for each day of the year this Agreement was in effect with each such year deemed to commence October 15 and any excess fees paid by Belzer's refunded to Belzer's within 30 days of the date of such termination.

6. **COMPENSATION.** Belzer's agrees to pay \$250,000.00 to LBA for the naming rights of the GPP Grandstand authorized under this Agreement, payable in \$25,000.00 annual payments to the LBA by October 15th of each year beginning on October 15, 2025.

7. **RIGHT OF FIRST REFUSAL.** Subject to an extension of the Master Agreement, upon expiration of the Term of this Agreement, and prior to LBA entering into any new naming rights agreement for the GPP Grandstand with a third party, Belzer shall have the right of first refusal to enter into a new agreement on the terms and pricing proposed by LBA. LBA shall notify Belzer in writing of its intent to offer naming rights to a third party, including the proposed material terms and financial conditions of such future agreement. Belzer shall have thirty (30) business days from receipt of such notice to notify LBA in writing of its intent to exercise this right and enter into a new agreement under the same terms offered to the third party. If Belzer elects not to do so, or fails to respond within the specified time, LBA may proceed to finalize a naming rights agreement with a third party.

8. MISCELLANEOUS.

8.1. **Assignment.** No Party shall transfer or assign its rights or obligations under this Agreement without the prior written consent of all other Parties.

8.2. **Amendment.** No Party shall amend, modify, or change any portion of this Agreement without the prior written consent of all other Parties.

8.3. **Non-Waiver.** No delay or omission of any Party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any subsequent or further default of the same or different provision of this Agreement.

8.4. **Severability.** If any portion of this Agreement shall be held void or unenforceable under any law by a court of competent jurisdiction, that provision shall be deemed stricken from this Agreement and all remaining provisions shall continue to be valid and binding on the Parties.

8.5. **Indemnification.** Except as otherwise provided under the Master Agreement, LBA, Belzer, and the City (collectively, the "Parties") each agree to defend, indemnify, and hold harmless the others, including their respective employees, agents, officers, contractors, members, volunteers, invitees, and visitors ("Representatives"), from and

against any and all claims, demands, causes of action, fines, penalties, damages, losses, liabilities, judgments, and all related costs and expenses (including reasonable attorneys' fees) arising out of or related to:

- Injury, death, disability, or illness of any person;
- Damage to or loss of property;
- Any alleged or actual infringement of intellectual property rights (including copyrights and trademarks);

to the extent caused by the acts, omissions, operations, negligence, or misconduct of the indemnifying Party or its Representatives in connection with activities on or about the City-owned property known as GPP.

This mutual indemnification applies:

- Between LBA and the City;
- Between Belzer and the City; and
- Between LBA and Belzer.

Notwithstanding the foregoing, the City's liability shall be governed and limited by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. Further, notwithstanding the foregoing, Belzer shall indemnify the City and LBA for any third party claims related to alleged or actual infringement of intellectual property rights (including copyrights and trademarks) for any Name provided by Belzer under the terms of this Agreement.

8.6. Minnesota Government Data Practices Act. LBA and Belzer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated under this Agreement. The civil remedies of Minnesota Statutes, Section 13.08 apply to the release of any such data. If LBA or Belzer receive a request to release such data, they shall promptly notify the City so that the City may provide instructions regarding the request.

8.7. Audits. Under Minnesota Statutes, Section 16C.05, subdivision 5, LBA and Belzer's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by City and State audit officials.

8.8. Governing Law. This Agreement shall be interpreted under the laws of the State of Minnesota and any action brought pursuant to this Agreement shall be brought in the District Court of Dakota County, Minnesota.

8.9. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if delivered by personal service, U.S. mail, or certified mail, and addressed to the intended recipients at the following addresses:

TO CITY: City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
ATTN: Parks and Recreation Director

TO LBA: Lakeville Baseball Association
P.O. Box 517
Lakeville, MN 55044
ATTN: Commissioner

TO BELZER: Jeff Belzer's Todd Chevrolet, Inc.
21111 Cedar Avenue
Lakeville, MN 55044
ATTN: Jeffery Alan Belzer Jr.

With a copy to: Moss & Barnett
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402
ATTN: Nathan M. Brandenburg

8.10. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in the Agreement.

8.11. Exclusivity. This Agreement grants exclusive naming rights and nonexclusive signage rights to Belzer. Furthermore, neither LBA nor the City shall sell or otherwise permit the sale of sponsorships of any kind to any new or used automobile dealership at GPP Grandstand.

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

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

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND: _____
Ann Orlofsky, City Clerk

**LAKEVILLE BASEBALL
ASSOCIATION**



Thane Hathaway (Sep 29, 2025 10:41:42 EDT)

Thane Hathaway
Commissioner

**JEFF BELZER'S TODD
CHEVROLET, INC.**



Dustin Fischer (Oct 2, 2025 09:06:15 CDT)

Dustin Fischer
Marketing Director

EXHIBIT A

GPP Grandstand Naming Rights Sponsor Signage will appear:

1. On the GPP ID Sign facing Cedar Avenue on the east side of the baseball diamond in a LED Illuminated Sign cabinet. The single sided polycarbonate sign measures 4'4" high x 13 ft wide. Not to exceed 55.25 sq ft.
2. Above the Grandstand main entrance, south side of the press box. The sign will be made of dimensional letters/logo, measuring 19ft x 5ft. Not to exceed 100 sq ft.

EXHIBIT B

Inclusions in sponsorship agreement:

- 10 Season Tickets to LBA program events
- Invitations to exclusive events provided by LBA
- In-game shout out at LBA games.
- Access to game day promotions provided by LBA
- 10 Seat ID tags with the Belzer Logo
- Logo placement on all LBA marketing materials, website.
- Photo opportunities available if proper waivers are in place.
- 2 - 6 feet high and 10-20 feet wide outfield banners. 1 each located in LCF and RCF
- Video streaming placement in the form of watermark or in-game advertisement/callout for eligible games operated by LBA, whenever applicable/available



Date: 10/6/2025

**Resolution Awarding Agreement for Abatement and Demolition with Rachel Contracting
at 17622 Dodd Boulevard**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution awarding an agreement with Rachel Contracting for abatement and demolition activities at 17622 Dodd Boulevard, City Project 25-18.

Overview

The City Council approved a purchase agreement to acquire the property at 17622 Dodd Boulevard on June 2, 2025. The City closed on the property on June 27, 2025, and the seller has vacated the site. The existing buildings must be demolished and disposed of to prepare the site for future public facilities. In support of facilitating demolition activities, WSB inspected the existing buildings and developed an Asbestos and Regulated Materials Survey. The report identified the presence of asbestos containing and/or regulated materials. To assist in advancing redevelopment of the site, the asbestos containing and/or regulated materials must be properly removed and/or disposed of prior to demolition activities.

The City received seven bids on September 30, 2025 for abatement and demolition activities for City Project 25-18 ranging from a low bid of \$74,280 submitted by Rachel Contracting to a high bid of \$131,000. The agreement includes the project responsibilities, scope of services and cost to complete the abatement and demolition work.

Supporting Information

1. 2025.10.06 Resolution Awarding Abatement and Demolition Agreement
2. 2025.10.06 Agreement for Abatement and Demolition
3. 2025.10.01 Bid Recommendation

Financial Impact: \$74,280 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Zach Johnson, City Engineer
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**CITY OF LAKEVILLE
RESOLUTION NO. 25-**

**Resolution Awarding Agreement for Abatement and Demolition Activities
at 17622 Dodd Boulevard
City Project 25-18**

WHEREAS, the City of Lakeville received sealed bids on Tuesday, September 30, 2025, at 3:00 p.m. for abatement and demolition activities at 17622 Dodd Boulevard, City Project 25-18; and

WHEREAS, the lowest responsible bid was from Rachel Contracting, LLC.

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

Hereby awards the contract to the lowest responsible bidder that meets all the bid requirements, Rachel Contracting, LLC., with a bid in the amount of \$74,280.00. The abatement and demolition are proposed to be completed as specified in the contract documents.

ADOPTED by the Lakeville City Council this 6th day of October 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

INDEPENDENT CONTRACTOR AGREEMENT
ABATEMENT AND DEMOLITION PROJECT

AGREEMENT made this 6th day of October 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **RACHEL CONTRACTING, LLC**, a Minnesota corporation ("Contractor").

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 Independent Contractor Agreement;
- B. City's Bid Documents and Specifications for Abatement and Demolition Project dated September 8, 2025; and
- C. Contractor's Bid for 17622 Dodd Boulevard, Contract Abatement & Demolition Project ("Bid").

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 Contractor to remove and dispose of asbestos containing materials listed in the Asbestos and Regulated Materials Assessment dated August 26, 2025 ("Report") and demolish and removal all buildings, structures, foundations, footings, and concrete support slabs. Contractor acknowledges receipt of the Report. Contractor agrees to complete the services under this Agreement substantially within the time frames identified in the Proposal with a final completion date of November 14, 2025.

3. COMPENSATION. Contractor shall be paid Seventy-Four Thousand Two Hundred Eight and no/100 Dollars (\$74,280.00) by the City, which fee is inclusive of reimbursables, expenses, taxes and other charges. The fee shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption are exceeded. Contractor shall be paid upon full completion of the work required herein. The City will normally pay an invoice within 35 days of receipt. Prior to final payment, Contractor must furnish City with a lien waiver for all labor, materials, equipment and supplies furnished for the project and form IC134 completed as required by Minnesota Rules, Part 8092.2000.

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 Contractor shall be contingent upon the City's fulfillment of its payment obligations hereunder. The Contractor 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 Contractor, in the normal course of its marketing activities.

6. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided, including, but not limited to, Minnesota Statutes § 16C.285.

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

8. INDEMNIFICATION. Contractor 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, 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

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

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

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

Professional/Technical (Errors and Omissions) Liability Insurance

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

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

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

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

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.

10. INDEPENDENT CONTRACTOR. The City hereby retains Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

11. SUBCONTRACTORS. With the exception of the individuals identified in the Proposal, Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statutes §471.425. Contractor must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of Contractor's receipt of payment from City. Contractor 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. Contractor shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.

17. PATENTED DEVICES, MATERIALS AND PROCESSES. If the contract requires, or Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, 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 City. If no such agreement is made or filed as noted, Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Agreement shall contain similar Data Practices Act compliance language.

20. NON-DISCRIMINATION. The Contractor 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 Contractor 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 Contractor, effective upon delivery including delivery by facsimile or email. In such event, Contractor 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: City Administrator

CONTRACTOR:
Rachel Contracting, LLC
4180 Napier Court, N.E.
St. Michael, MN 55376
Attention: _____

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

RACHEL CONTRACTING LLC

BY: _____
Print Name: _____

ITS: _____



October 1, 2025

Zach Johnson, P.E.
City Engineer, City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: Letter of Recommendation
Lakeville CP 25-18
Abatement & Demolition Project
17622 Dodd Boulevard
Lakeville, MN 55044

Dear Mr. Johnson:

Bids were opened for the above-referenced project on September 30, 2025. Seven bids were received. The bids were checked for mathematical accuracy and tabulated. Please find enclosed the bid abstract indicating the low bid as submitted by Rachel Contracting, LLC (Rachel) of St. Michael, Minnesota in the amount of \$74,280.00.

We recommend that the City considers these bids and awards a contract in the amount of \$74,280.00 to Rachel based on the results of the bids received.

Sincerely,

WSB

A handwritten signature in black ink, appearing to read "Ben Fehr", written in a cursive style.

Ben Fehr
Project Manager

Attachments

Contractor Bid Abstract

Contract Abatement & Demolition Project - 17622 Dodd Boulevard - Bid Abstract		
Report Date	Bid Release	Bid Opening
9/30/2025	9/8/2025	2025-09-30T20:00:00.000Z

					Rachel Contracting, LLC		JM Hauling LLC		Veit & Company, Inc.		Frattalone Companies		Lloyd's Construction Services, Inc.		Ramsey Companies		Urban Companies LLC	
Line	Number	Description	Unit	Quantity	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
1	1	HAZARDOUS WASTE REMOVAL (ASBESTOS AND OTHER HAZARDOUS MATERIALS) (P)	LS	1	\$19,170.00	\$19,170.00	\$16,250.00	\$16,250.00	\$17,780.00	\$17,780.00	\$18,837.44	\$18,837.44	\$21,260.00	\$21,260.00	\$20,470.00	\$20,470.00	\$25,000.00	\$25,000.00
2	2	BUILDING DEMOLITION, UST REMOVAL, SEPTIC SYSTEM REMOVAL (TWO), AND SITE RESTORATION (P)	LS	1	\$55,110.00	\$55,110.00	\$62,250.00	\$62,250.00	\$63,200.00	\$63,200.00	\$65,929.71	\$65,929.71	\$67,005.00	\$67,005.00	\$78,000.00	\$78,000.00	\$106,000.00	\$106,000.00
						\$74,280.00		\$78,500.00		\$80,980.00		\$84,767.15		\$88,265.00		\$98,470.00		\$131,000.00



Date: 10/6/2025

**Supplemental Agreement with Bolton & Menk for Professional Services
for Platting of 17622 Dodd Boulevard**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Bolton & Menk supplemental agreement for professional services for platting of 17622 Dodd Boulevard, City Project 25-18.

Overview

The City Council approved a purchase agreement to acquire the property at 17622 Dodd Boulevard on June 2, 2025. The City closed on the property on June 27, 2025, and the seller has vacated the site. Site planning of the property to optimize its highest and best use, including a potential fire station, satellite water treatment plant and public works facilities is underway. To facilitate redevelopment, the multiple City-owned parcels within and adjacent to 17622 Dodd Boulevard will be preliminary and final platted. Bolton & Menk's proposed tasks include completion of a) a tree survey, b) an administration subdivision and certificate of survey, c) a preliminary plat, and d) a final plat.

Bolton & Menk's supplemental agreement identifies the scope of services and estimated cost to provide surveying services for City Project 25-18, and is subject to the Master Services Agreement dated September 20, 2021.

Supporting Information

1. 2025.09.22 BMI SA

Financial Impact: \$35,725 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Zach Johnson, City Engineer



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

September 22, 2025

Zach Johnson, P.E.
City Engineer
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

RE: Administrative Subdivision, Preliminary Plat, Tree Survey and Final Plat
Address: 17622 Dodd Boulevard, Lakeville, MN 55044 (Parcel ID: 22-00900-79-011 & 22-73370-00-070)
7570 – 179th Street W., Lakeville, MN 55044 (Parcel ID: 22-00900-81-010)

Dear Mr. Johnson:

The City of Lakeville has requested a scope of services and budget for providing an Administrative Subdivision, Preliminary Plat, Tree Survey and Final Plat on the above-described property. Bolton & Menk, Inc. takes great pride in providing survey services thoroughly, accurately, and efficiently. Our approach to surveying services makes City of Lakeville's priorities our priorities. We understand what needs to be accomplished for the successful completion of project.

We propose to perform the field work with survey staff in our Burnsville office. All work will be managed and supervised by a licensed land surveyor.

Bolton & Menk, Inc. puts a high priority on ensuring our efforts are consistent with your needs. Please review the attached documents. If you have any questions, concerns, or comments regarding this proposal, please call me at 952-890-0509 Ext. 2509 or email at Eric.Wilfahrt@bolton-menk.com.

Sincerely,
BOLTON & MENK, INC.

Eric Wilfahrt, L.S.
Principal Survey Manager

Attachments: Scope of Work Budget (2 pages)
Survey Limits (1 page)
Tree Services Scope of Work (1 page)

SCOPE OF WORK

(Note: See survey limits herein)

Administrative Subdivision:

- Complete a Certificate of Survey conforming to the 2025 City of Lakeville Administrative Subdivision Checklist for Address: 7570 – 179th Street W., Lakeville, MN 55044 (Parcel ID: 22-00900-81-010)
- The Administrative Subdivision is to subdivide Address: 7570 – 179th Street W., Lakeville, MN 55044 (Parcel ID: 22-00900-81-010) into two parcels, one lying northerly and one lying southerly of the south right-of-way line of 179th Street W.

Tree Survey:

- See included Tree Services Scope of Work

Preliminary Plat:

- Complete a Preliminary Plat per the City of Lakeville code requirements.

Final Plat:

- Complete a Final Plat per the City of Lakeville code requirements.
- Prepare final mylar copies for recording
- Lot Monuments

DELIVERABLES

We will furnish an electronic PDF copy of the Administrative Subdivision Certificate of Survey and Preliminary Plat along with final mylar of the Final Plat. Paper copies can be furnished upon request.

ASSUMPTIONS

This proposal is based upon the following assumptions:

- City of Lakeville will provide a current title commitment and supporting documents to Bolton & Menk, Inc.
- City of Lakeville will complete and submit the application and pay any fees associated with the Administrative Subdivision.
- No vertical data is required to be shown on the Administrative Subdivision Certificate of Survey.
- Trees will not be located for the Administrative Subdivision.
- As-built data will be used to determine pipe invert, size and type within any structures that would require traffic

control due to unsafe conditions along 179th Street W. and C.S.A.H. No. 23 (Cedar Avenue)

- Bolton & Menk, Inc. maintains professional services and Errors and Omissions insurance. A certificate of insurance can be provided upon request.
- The fee included in this proposal allows for one client requested revised survey. If an additional field visit is required for said request, there will be an additional fee to be agreed upon between Bolton & Menk, Inc. and City of Lakeville prior to completing said request. Time is not included for surveyor to address Proforma Title Commitments. Any additional revisions shall be considered “Additional Services” and will be invoiced on an hourly basis in addition to the stated fee arrangement.
- Title issues that may arise (gaps/overlaps, poor legal description, etc.) shall be considered “Additional Services” and will be invoiced on an hourly basis in addition to the stated fee arrangement.
- Only utilities that are marked in the field along with utility maps provided by utility companies will be graphically shown on the survey map. The proposed costs are based on assumption that field markings by utilities will be made within the time allotted for such requests through Gopher State One Call. No allowance has been included if return trips to the site are required to locate delayed utility markings. If required, an additional trip will be invoiced on an hourly basis in addition to the stated fee arrangement.

FEES

Bolton & Menk, Inc.'s hourly not-to-exceed fee is **\$35,725**.

Scope of Services	
Administrative Subdivision Certificate of Survey	\$10,875
Tree Survey	\$2,600
Preliminary Plat	\$16,000
Final Plat (includes \$1,375 County plat checking fee & \$400 mylar fee)	\$6,250

SCHEDULE

Bolton & Menk, Inc. has the staff to meet any reasonable time frame required.

APPROVALS AND SIGNATURES

City of Lakeville (Client) acknowledges that it is the client of the property described above or is a legally authorized representative of the property client with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

Bolton & Menk, Inc. and Client agree to the Scope of Work as stated. The undersigned represents that it is the Client or has been authorized to accept this Agreement on behalf of Client. Unless also executed by a person(s) or firm guaranteeing payment, the undersigned accepts financial responsibility for all services and costs of collection incurred by Bolton & Menk including reasonable attorney's fees, in the event of default by Client.

Accepted by:

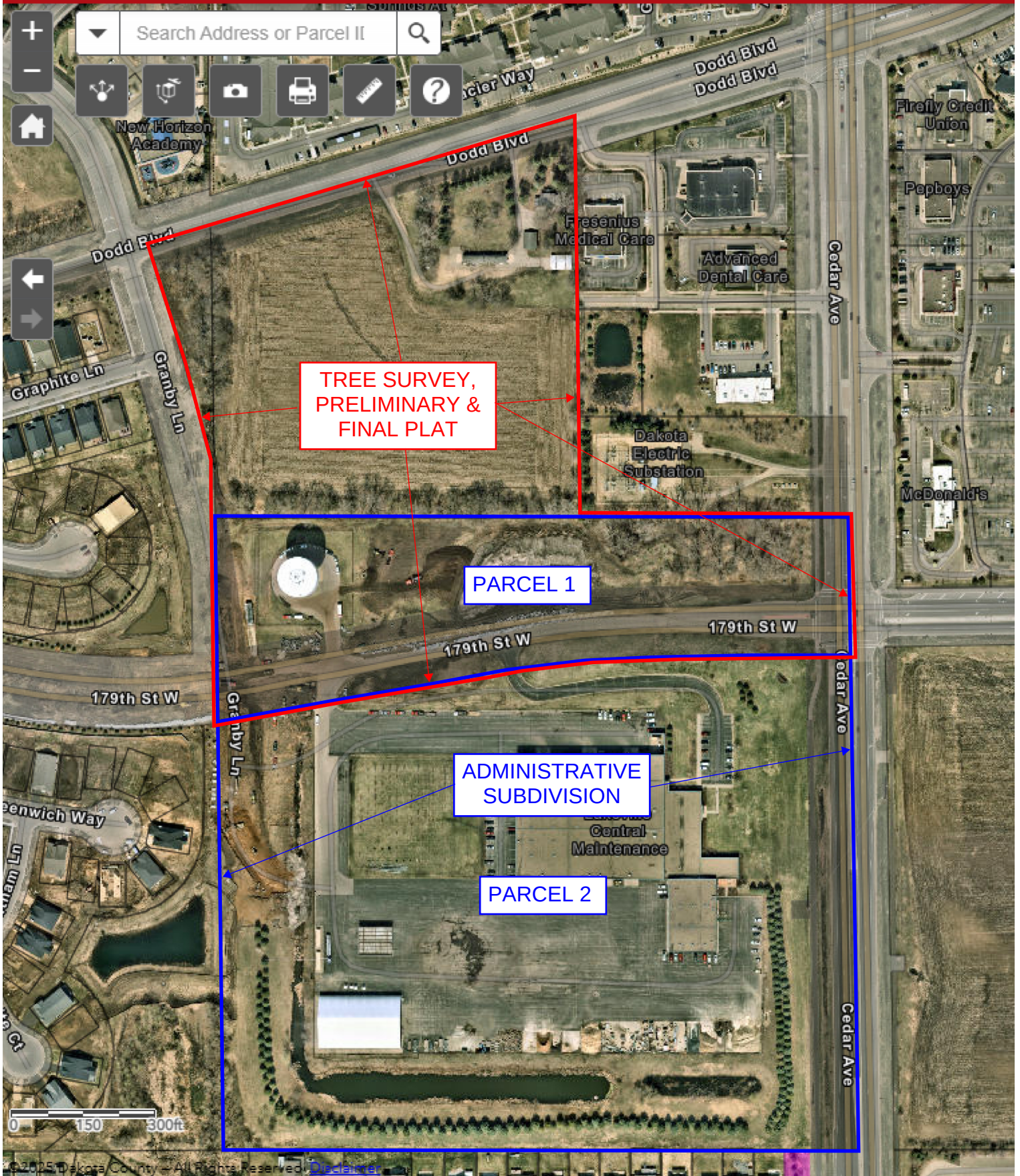
Print Name/Title

Signature and Date

I/We personally guarantee payment of all obligations for services to be provided by Bolton & Menk, Inc. under this Agreement. I/We further agree to pay all costs of collection incurred by Bolton & Menk, Inc., including reasonable attorney's fees.

Print Name/Title

Signature and Date



**City of Lakeville – 17622 Dodd Boulevard & part of 7570 – 179th Street W.
Tree Services – 9/12/2025**

Bolton & Menk, Inc has been asked to prepare a scope of work for tree services for the City of Lakeville property at 17622 Dodd Boulevard and part of 7570 – 179th Street W. in Lakeville, MN.

As such, we will complete the following task:

Task 1 – Tree Inventory and Datasheet: Using an ISA Certified Arborist/Minnesota Certified Tree Inspector, we will perform a tree inventory of all trees found within the property located at 17622 Dodd Boulevard including the portion of city owned land directly south of 17622 Dodd Boulevard and north of south right-of-way line of 179th Street W. being part of 7570 – 179th Street W. According to the City of Lakeville Municipal Code Section 11-21-11. E, we will document the size, species, general condition, and location of all significant and heritage trees located within the property.

The inventory will be completed using Juniper Geode sub-foot GPS units. The ArcGIS Field Maps software will be used to collect the necessary data to provide the City of Lakeville with a complete tree inventory of the required trees within the inventory areas.

Our arborist/inspector will begin by attaching an identification tag and recording the location, size, species, and health condition of each significant tree. The inspector will describe the condition of each tree as Good, Fair, Poor, or Dead based on their current condition. Trees exhibiting signs of disease and/or infestation will be noted.

Using the data collected, we will develop a tree inventory map and tree datasheet. The tree inventory and map datasheet will include the location, species, size, and condition of each significant and heritage tree.

As such, our proposal for tree services is as follows:

Task 1 – Tree Inventory and Datasheet.....20hrs @\$130 - \$2,600



Date: 10/6/2025

Marketplace At Cedar Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the Marketplace at Cedar final plat.

Overview

Oppidan Investment Company has submitted an application for a final plat to be known as Marketplace at Cedar for nine commercial lots and three outlots. The property to be platted is located south of 179th Street (CSAH 9), east of Cedar Avenue (CSAH 23), and west of Glacier Way. The platted lots will be sold for the development of a variety of commercial uses. Outlots A and B will be retained by the current property owners for future development.

Staff is still working with the Developer and Property Owner on details of the Development Contract and Stormwater Maintenance Agreements. The final plat resolution includes a stipulation that approval of the plat is contingent upon City Council approval of the Development Contract and Stormwater Maintenance Agreements at a future meeting.

Supporting Information

1. Final Plat Resolution
2. Planning and Engineering reports

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Report Completed by: Kris Jensen, Planning Manager
--

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

RESOLUTION APPROVING THE MARKETPLACE AT CEDAR FINAL PLAT

WHEREAS, the owner of the property described as **MARKETPLACE AT CEDAR** has requested final plat approval; and

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

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

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. **MARKETPLACE AT CEDAR** final plat is approved subject to City Council approval of the development contract, stormwater maintenance agreements, and security requirements.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 6th day of October 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 6th day of **October 2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky
City Clerk

(SEAL)

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



City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, Community Development Director
From: Kris Jenson, Planning Manager
Date: September 4, 2025
Subject: Marketplace At Cedar Final Plat
Application Action Deadline: September 21, 2025

INTRODUCTION

Oppidan Investment Company has submitted an application and plans for the final plat of Marketplace At Cedar, which includes nine commercial lots located east of Cedar Avenue (CSAH 23) and south of 179th Street (CSAH 9). The preliminary plat was approved by the City Council on March 17, 2025. The lot, block and street design of the Marketplace At Cedar final plat is consistent with the approved preliminary plat. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

EXHIBITS

- A. Location Map
- B. Preliminary Plat
- C. Final Plat
- D. April 24, 2025 Plat Commission letter

PLANNING ANALYSIS

Existing Conditions. The Marketplace At Cedar final plat area consists of one parcel, which was previously used for agricultural purposes (Exhibit A).

Zoning. The zoning of the overall Marketplace At Cedar development is M-2, Mixed Use Cedar Corridor District.

LOT REQUIREMENTS

Lot Area. There is no minimum area requirement for lots within the M-2 District.

Lot Width. There is no minimum width requirement for lots in the M-2 District.

Setbacks. Setback requirements for lots in the M-2 District are outlined below:

Front	Side	Rear	Yards abutting a major collector or arterial street
10 feet	10 feet	10 feet	30 feet

Outlots. There are three outlots proposed with the Marketplace At Cedar final plat.

Outlot A is 6.55 acres in area and will be retained by the property owner for future development.

Outlot B is 9.34 acres in area and will be retained by the property owner for future development.

Outlot C is 0.43 acres in area and will be deeded to the City for stormwater purposes.

Access. Marketplace At Cedar will have access from Cedar Avenue (CSAH 23), 179th Street (CSAH 9), and Glacier Way. An ingress-egress easement for shared access to Lots 1-9, Block 1 is required to be recorded in conjunction with the final plat.

Streets & Right-of-Way. Marketplace At Cedar is adjacent to and will include the construction of the following streets:

Cedar Avenue (CSAH 23) is a minor arterial highway located west of and adjacent to the Marketplace At Cedar final plat. The Developer is dedicating the necessary right of way per the Dakota County Plat Needs Map.

179th Street (CSAH 9) is a minor arterial highway located north of and adjacent to the Marketplace At Cedar final plat. The Developer is dedicating the necessary right of way per the Dakota County Plat Needs Map. With the Marketplace At Cedar development, a traffic signal will be required at the intersection of 179th Street and Glacier Way. See the August 26, 2025 Engineering memo for more information.

Glacier Way is east of the Marketplace At Cedar site and identified as a minor collector street in the City's Transportation Plan. Glacier Way will provide full access to 179th Street.

Glanshaw Avenue will be a local 36-foot-wide street within a 60-foot right of way. A five-foot-wide sidewalk will be constructed on north and west sides of Glanshaw Avenue. Sidewalk on the south and east sides of the street will be constructed when Outlot B is final platted into lots and blocks.

Dakota County Plat Commission. The Marketplace At Cedar final was reviewed at the Plat Commission's August 13, 2025 meeting, where the Marketplace At Cedar final plat was recommended for approval.

Trails. The developer will construct a 10-foot-wide bituminous trail along the south side of 179th Street from Cedar Avenue to Glacier Way. There is an existing bituminous trail along the east side of Cedar Avenue, between 179th Street and 181st Street.

Landscaping. There is no landscaping proposed with the Marketplace At Cedar final plat. All landscaping on site will be installed as part of the development of the individual lots.

Park Dedication. The City's Parks Trails and Open Space Plan does not identify a future neighborhood park within the Marketplace At Cedar plat boundary, so the park dedication requirement will be satisfied through cash contribution of \$126,612.72. See the August 26, 2025 engineering memo for more details.

Tree Preservation. There are no trees proposed to be removed within the development of this site. All significant trees are located along the south property line, within Outlots A and B and no grading or other site work is proposed in those areas.

Wetlands. A wetland delineation was completed for the site on November 11, 2024. There are two small wetlands on the site, one of which will be completely impacted and replaced with wetland banking credits. See the August 26, 2025 Engineering memo for more information.

Grading, Drainage and Erosion Control. The final plat includes grading, drainage and erosion control plans. Grading, drainage and erosion control is discussed in more detail in the August 26, 2025 Engineering memo.

RECOMMENDATION

The Marketplace At Cedar final plat is consistent with the approved preliminary plat and complies with the requirements of the Zoning and Subdivision Ordinances. Community Development Department staff recommends approval of the Marketplace At Cedar final plat subject to the following conditions:

1. The recommendations listed in the August 26, 2025 Engineering memo.
2. A five-foot-wide concrete sidewalk shall be constructed along one side of Glanshaw Avenue at the developer's expense as shown on the approved final plat plans.
3. The developer shall construct a 10-foot-wide bituminous trail along the south side of 200th Street, between Cedar Avenue (CSAH 23) and Glacier Way. The developer will receive a credit for the City's 3/8ths portion of the trail, excluding grading and restoration, with the final plat.
4. The developer shall pay \$126,612.72 in park dedication fees with the final plat.



179TH ST (CSAH 9)

Marketplace
at Cedar

181ST ST

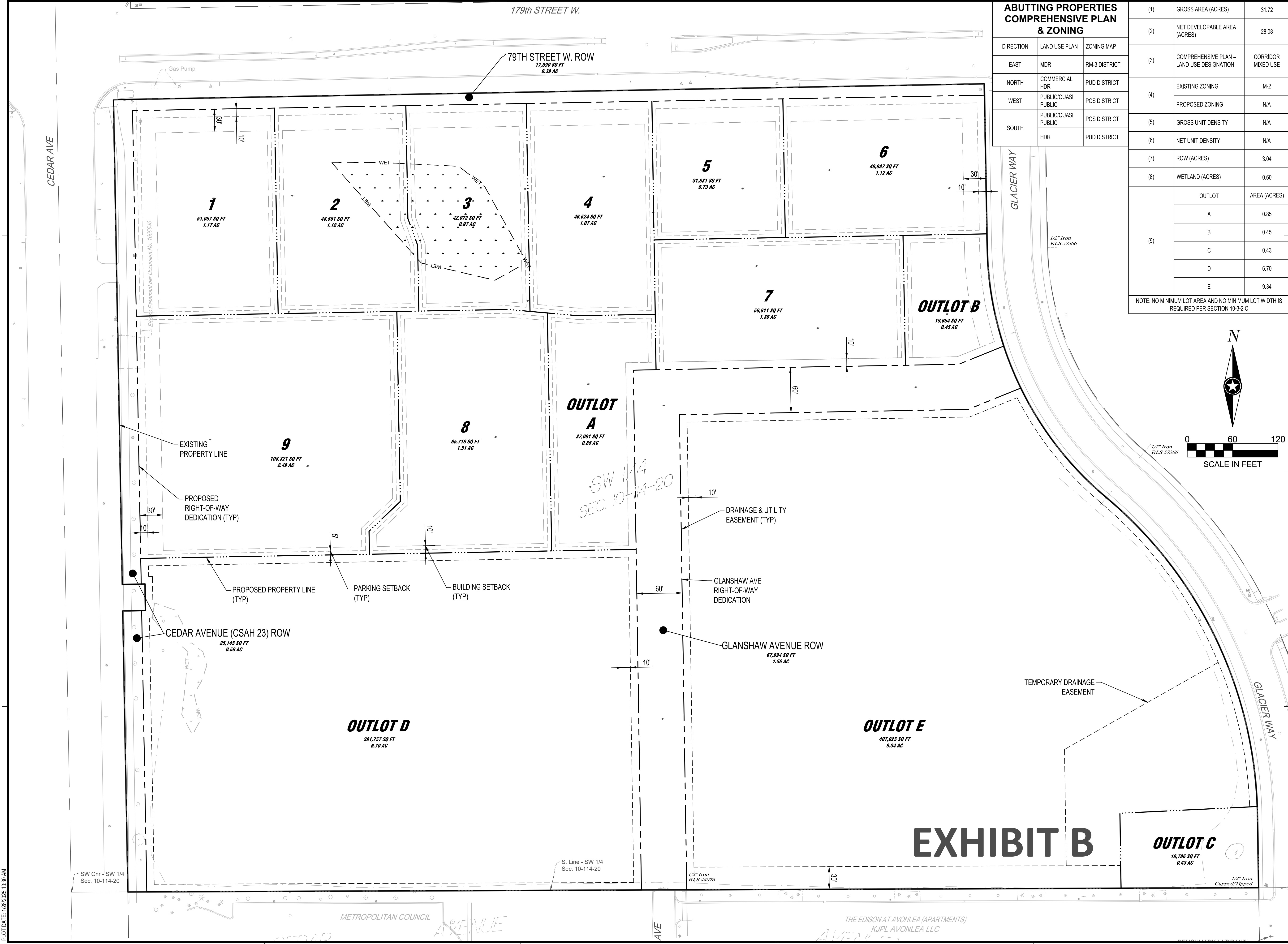
CEDAR AVENUE (CSAH 23)

GERDINE PATH

DODD BLVD

GLASGOW AVE

City of Lakeville
Marketplace at Cedar
Final Plat
Location Map
EXHIBIT A



ABUTTING PROPERTIES COMPREHENSIVE PLAN & ZONING		
DIRECTION	LAND USE PLAN	ZONING MAP
EAST	MDR	RM-3 DISTRICT
NORTH	COMMERCIAL HDR	PUD DISTRICT
WEST	PUBLIC/QUASI PUBLIC	POS DISTRICT
SOUTH	PUBLIC/QUASI PUBLIC HDR	POS DISTRICT

(1)	GROSS AREA (ACRES)	31.72
(2)	NET DEVELOPABLE AREA (ACRES)	28.08
(3)	COMPREHENSIVE PLAN – LAND USE DESIGNATION	CORRIDOR MIXED USE
(4)	EXISTING ZONING	M-2
	PROPOSED ZONING	N/A
(5)	GROSS UNIT DENSITY	N/A
(6)	NET UNIT DENSITY	N/A
(7)	ROW (ACRES)	3.04
(8)	WETLAND (ACRES)	0.60
(9)	OUTLOT	AREA (ACRES)
	A	0.85
	B	0.45
	C	0.43
	D	6.70
	E	9.34
NOTE: NO MINIMUM LOT AREA AND NO MINIMUM LOT WIDTH IS REQUIRED PER SECTION 10-3-2.C		

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

MARKETPLACE AT CEDAR

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-29676
FILE NAME	29676 PPLAT
DRAWN BY	BDT/DWG/LMM
DESIGNED BY	BDT/DWG/LMM/MC
REVIEWED BY	MC, JF
ORIGINAL ISSUE DATE	01/28/25
CLIENT PROJECT NO.	-

TITLE

PRELIMINARY PLAT

SHEET

C1-20

PRELIMINARY NOT FOR CONSTRUCTION

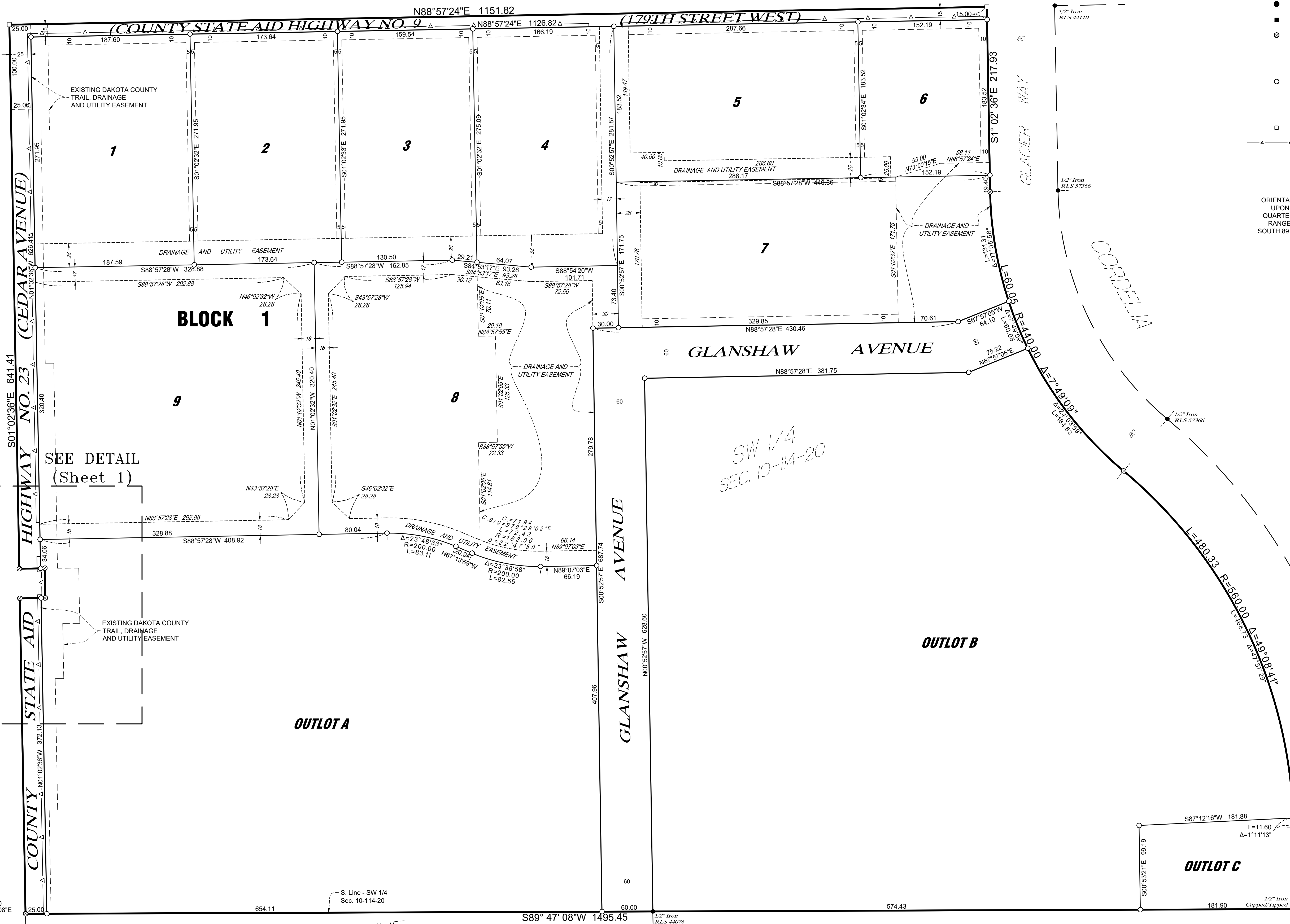
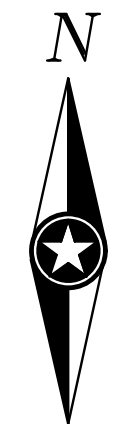
MARKETPLACE AT CEDAR

179TH STREET WEST

LEGEND

- IRON MONUMENT FOUND
- INDICATES MAG NAIL FOUND
- ⊗ INDICATES 1/2" X 18" LONG SOLID IRON PIPE SET WITH PLASTIC CAP MARKED BY ISG, LICENSE NO. 45817 TO BE SET BEFORE TIME OF RECORDING.
- INDICATES 1/2" X 18" LONG SOLID IRON PIPE SET WITH PLASTIC CAP MARKED BY ISG, LICENSE NO. 45817 TO BE SET WITHIN ONE YEAR OF RECORDING.
- INDICATES MAG NAIL SET
- ▲— DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE

BEARING NOTE:
ORIENTATION OF THIS BEARING SYSTEM IS BASED UPON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 114 NORTH, RANGE 20 WEST WHICH IS ASSUMED TO BEAR SOUTH 89 DEGREES 47 MINUTES 08 SECONDS WEST.



SW CNR - SW 1/4
SEC. 10-114N-R20W
DAKOTA COUNTY MAG
NAIL WITH DISK

EXHIBIT C





Dakota County Surveyor's Office

Western Service Center • 14955 Galaxie Avenue • Apple Valley, MN 55124
952.891-7087 • Fax 952.891-7127 • www.co.dakota.mn.us

August 15, 2025

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **MARKETPLACE AT CEDAR**

The Dakota County Plat Commission met on August 13, 2025, to consider the final plat of the above referenced plat. The plat is adjacent to CSAH 23 (Cedar Ave.) and CSAH 9 (179th St. W.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The proposed final plat includes retail development on the north portion of the Devney property with two future outlots on the south portion of the property. The right-of-way needs along CSAH 23 are 100 feet of half right of way, which is shown on the plat. The right-of-way needs along CSAH 9 (179th Street) are 75 feet of half right of way, which is shown on the plat. There is one access shown on CSAH 9 (179th Street) between Glacier Way and CSAH 23 as a right-in only access. As noted, with the existing median opening at this location, the right-in only access should be modified and reviewed by the County design team to limit left turn movements and cross traffic from Cub Foods into the development.

There is one right-in/right-out access along CSAH 23, which does not meet access spacing guidelines; however, the traffic study did show a benefit to the county road system with the existing conditions/traffic along CSAH 9 (179th Street).

Restricted access should be shown along all of CSAH 23 except for one access opening and all along CSAH 9 except for one access opening. A quit claim deed to Dakota County is required for access restriction along CSAH 23 and CSAH 9 at the time of recording the plat mylars.

The Plat Commission has approved the final plat provided that the described conditions are met and will recommend approval to the County Board of Commissioners meeting on September 9, 2025.

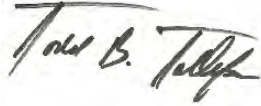
Traffic volumes on CSAH 23 and CSAH 9 are 21,800 and to be determined ADT, respectively, and are anticipated to be 39,000 and to be determined ADT by the year 2040.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc.

EXHIBIT D

Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

A handwritten signature in black ink, reading "Todd B. Tollefson". The signature is written in a cursive style with a horizontal line above the first name.

Todd B. Tollefson
Secretary, Plat Commission

c: Jay Moore, Oppidan and Mitchell Cookas, ISG Inc.



Memorandum

To: Kris Jenson, Planning Manager
From: Jon Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director
Copy: Zach Johnson, City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official
Tina Goodroad, Community Development Director
Date: August 26, 2025
Subject: Marketplace At Cedar

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

BACKGROUND

Oppidan Investment Company has submitted a final plat application named Marketplace At Cedar. The preliminary plat was approved by the City Council on March 17, 2025. The proposed subdivision is located north of 181st Street, west of and adjacent to Glacier Way, east of and adjacent to Cedar Avenue (CSAH 23), and south of and adjacent to 179th Street (CSAH 9). The parent parcel consists of one metes and bounds parcel (PID No. 220100051014) zoned M-2, Mixed Use Cedar Corridor District.

The final plat consists of nine (9) commercial lots, and three (3) outlots on 31.78 acres. The Developer is dedicating 0.58 acres as Cedar Avenue (CSAH 23) right-of-way, 0.39 acres as 179th Street (CSAH 9) right-of-way.

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

- Outlot A: Future development; to be retained by the developer (6.55 acres)
- Outlot B: Future development; to be retained by the developer (9.34 acres)
- Outlot C: Stormwater Management Basin; to be deeded to the city (0.43 acres)

The proposed development will be completed by:

Developer:	Oppidan Investment Company
Engineer/Surveyor:	ISG, Inc.

SITE CONDITIONS

The Marketplace At Cedar site consists of undeveloped agricultural land generally draining northwest to southeast. There is a property access on the west end of the site. There are existing trees on site that will remain in place. There is an existing storm sewer outlet on the southeast of the site. There are three existing water stubs to the site at the north, northeast and southeast of the site. There is one existing sanitary sewer stub to the site to the east. There is one wetland delineated on the site. There is an overhead high-voltage utility line on the west side of the site. Security will be held with the final plat for the removal of the existing driveway.

EASEMENTS

The Developer shall provide a shared access easement over the private drives to each and every lot prior to recording of the final plat.

The Developer shall provide a construction and public access easement over the sidewalk south of the plat boundary prior to recording of the final plat.

STREET AND SUBDIVISION LAYOUT

Cedar Avenue (CSAH 23)

Marketplace At Cedar is located east of and adjacent to Cedar Avenue, a principal arterial roadway, as identified in the City's Transportation Plan. Cedar Avenue is constructed as a four-lane divided urban roadway. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 100-feet and designates this roadway as a future six-lane urban divided roadway over its entire length adjacent to the plat. The Developer is dedicating the necessary right-of-way as shown on the final plat. The final plat was reviewed and recommended for approval by the Dakota County Plat Commission at their August 13, 2025 meeting.

179th Street (CSAH 9)

Marketplace At Cedar is located south of and adjacent to 179th Street, a minor arterial roadway, as identified in the City's Transportation Plan. 179th Street is constructed as a four-lane divided urban roadway. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 100-feet and designates this roadway as a four-lane urban divided roadway over its entire length adjacent to the plat. The Developer is dedicating the necessary right-of-way as shown on the final plat. The final plat was reviewed and recommended for approval by the Dakota County Plat Commission at their August 13, 2025 meeting.

A traffic signal installation is being triggered by the development of Marketplace At Cedar at the intersection of 179th Street and Glacier Way. The development is anticipated to increase traffic volumes by 22% at the P.M. peak hour of intersection operations based on the results of a Traffic Impact Study performed by ISG, Inc. The 2026 build conditions of Marketplace At Cedar show excessively high congestion created at the intersection. As a result – the city and county will be partnering for the installation of a signal system at the intersection of 179th Street and Glacier Avenue and include the improvement in the appropriate Capital Improvement Plans. The development will be responsible for a cash contribution for the anticipated increase in generated traffic to the intersection based on the results of the traffic impact study, calculated as follows:

$$\begin{array}{rcl} \$600,000.00 & \times 22\% & = \$132,000.00 \\ \text{Signal System Installation Cost} & \text{Peak Hour Traffic Increase Generated} & \text{Traffic Signal Cash Requirement} \end{array}$$

Glanshaw Avenue

Development of Marketplace At Cedar includes the construction of Glanshaw Avenue, a local roadway. The developer is dedicating the necessary 60-foot-wide right-of-way for the construction of a 36-foot-wide urban section with sidewalk on one side. Sidewalk shall be constructed on the other side of Glanshaw Avenue at the time Outlot B is final platted into lots and blocks.

Glacier Way

Marketplace At Cedar is located west of and adjacent to Glacier Way, a future minor collector roadway as identified in the City's Transportation Plan. Glacier Way is currently constructed as a three-lane undivided urban roadway adjacent to the plat.

Private Drives

Development of Marketplace At Cedar includes the construction of a privately owned and maintained roadway network providing access to various commercial businesses. The Developer shall record a cross access easement over the private roadways to provide access to lots within the plat to Glanshaw Avenue at the time of recording the final plat, in a form approved by the City. The City shall not be responsible for any repairs (including cost) to the private roadways due to maintenance within the easement area.

SPECIAL ASSESSMENTS

Special assessment 221407 on the parent parcel for Marketplace At Cedar development for Glacier Way construction shall be paid in full with the final plat. The assessment shall be paid off in accordance with the public improvement and special assessment agreement made on August 2nd, 2021 between the City of Lakeville and the Devney property.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be determined with each phase of construction.

PARKS, TRAILS, AND SIDEWALKS

Development of Marketplace At Cedar includes the construction of public sidewalks. Five-foot-wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of Glanshaw Avenue from Glacier Way to 181st St W. The Developer shall receive a credit to the final plat cash fees for the sidewalk construction outside of the plat boundary. Developer shall obtain a public sidewalk easement over the property located at 7385 181st St West for the sidewalk to be located through the parcel on the west side of Glanshaw Avenue and obtain the necessary construction easement to construct the trail.

The Developer shall construct a ten-foot-wide trail along the south side of 179th Street from Cedar Avenue to Glacier Way with the development of Marketplace At Cedar. The City will reimburse the Developer for 3/8th the cost of the trail adjacent to the plat, excluding grading and restoration. The developer shall receive a credit to the final plat cash fees for the City's 3/8th share (excluding grading and restoration) of the trail construction costs for the trail along 179th Street.

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

Park Dedication Summary

Gross Area of Marketplace At Cedar		31.78 ac.
Less Area of Outlot A (Future Development)	(-)	6.55 ac.
Less Area of Outlot B (Future Development)	(-)	9.34 ac.
Less Area of right-of-way	(-)	2.53 ac.
Total Park Dedication Area	=	13.36 ac.

13.36 acres	x \$9,477.00	= \$126,612.72
Total Acreage Marketplace At Cedar	2025 Unit Rate (Commercial)	Park Dedication Fee Marketplace At Cedar

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

UTILITIES

SANITARY SEWER

Marketplace At Cedar is located within subdistricts NC-20360 and NC-20135 of the North Creek sanitary sewer district, as identified in the City's Sanitary Sewer Comprehensive Plan.

Development of Marketplace At Cedar includes the extension of public sanitary sewer. 8-inch sanitary sewer will be constructed within the subdivision. The wastewater from the development will be conveyed through sanitary sewer to the northern trunk monitored by

meter M643A and continue to the Empire Wastewater Treatment Facility. Publicly owned and maintained sanitary sewer will be constructed within Block 1, Marketplace At Cedar and placed within drainage and utility easements, all services off the mainline sewer shall be privately owned and maintained.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and must be paid with the building permit application.

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

WATERMAIN

Development of Marketplace At Cedar includes the construction of public watermain. 8-inch watermain will be constructed within the subdivision from 8-inch watermain extended at the existing northern terminus of Glanshaw Avenue and an existing stub at Glacier Way and an existing stub at 179th Street. Publicly owned and maintained watermain will be constructed within Block 1, Marketplace At Cedar and placed within drainage and utility easements, all services off mainline watermain shall be privately owned and maintained.

OVERHEAD LINES

An overhead electric transmission line and poles are located along the west side of the parent parcel. The transmission line is a high voltage line and is therefore not required to be buried, consistent with the City's Public Ways and Property Ordinance.

DRAINAGE AND GRADING

Marketplace At Cedar is located within subdistricts FO-004, FO-012, and FO-044 of the Farmington Outlet stormwater district, as identified in the City's Water Resources Management Plan.

Development of Marketplace At Cedar includes the construction of one publicly-owned and maintained stormwater management basin and three privately-owned and maintained stormwater management basins to collect and treat the stormwater runoff generated from the site. The basins will ultimately outlet to the storm sewer in Glacier Way at the southeast of the site. The Developer shall enter into a stormwater maintenance agreement and grant a drainage and utility easement to the City over the private basins. All private basins included sump manholes within the development must be inspected and cleaned annually. Annual inspection reports must be submitted to the City. The public stormwater management basin will be located within Outlot C which is deeded to the City with the final plat. The stormwater management design is consistent with City ordinance requirements.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet

FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building permits will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

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

STORM SEWER

Development of Marketplace At Cedar includes the construction of public storm sewer systems. Public storm sewer will be installed within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basin located within Outlot C.

Development of Marketplace At Cedar includes the construction of privately owned and maintained storm sewer. The private storm sewer shall be located within Block 1, Marketplace At Cedar. Developer shall establish a stormwater easement for the stormwater facility located within Lot 7, Block 1 for the benefit of Lots 5, 6, and 7, Block 1 at the time of recording the final plat in a form approved by the City. Developer shall establish a stormwater easement for the stormwater facility located within Lot 8, Block 1 for the benefit of Lots 1-4, 8 and 9, Block 1 at the time of recording the final plat in a form approved by the City.

Draintile construction is required in areas of non-granular soils within Marketplace At Cedar for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the developer's responsibility to install and finance.

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

<u>Storm Sewer Charge Summary</u>		
Gross Area of Marketplace At Cedar		1,384,161.00 s.f.
Less Area of Outlot A (Future Development)	(-)	285,172.00 s.f.
Less Area of Outlot B (Future Development)	(-)	407,025.00 s.f.
Less Area of Cedar Avenue and 179 th Street right-of-way	(-)	42,357.00 s.f.
Total Storm Sewer Charge Area (Commercial)	=	649,607.00 s.f.
649,607.00 s.f.	x \$0.250/s.f.	= \$162,401.75
Net Area	2025 Unit Rate	Storm Sewer Charge
Marketplace At Cedar	(Commercial and Industrial)	Marketplace At Cedar

The Developer shall satisfy the storm sewer charge requirement for Outlots A and B with subsequent phases of the Marketplace At Cedar preliminary plat at the time they are final platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

FEMA FLOODPLAIN ANALYSIS

Marketplace At Cedar is shown on the Flood Insurance Rate Map (Map No. 27037C0204E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

A wetland delineation was reviewed and approved for the site on November 11, 2024. The wetland delineation identified two wetlands on the site. Wetland A is a degraded farmed Type 1 wetland (0.52 acres) located on the north side of the site. Wetland B is a small Type 2 wetland (0.02 acres) located along Cedar Ave.

The development plan is proposing to impact all of Wetland A. A TEP meeting was held to review the replacement plan application no comments were received. The replacement plan was approved February 12, 2025.

The applicant will be replacing the impacted wetlands with wetland bank credits. No impacts to the wetland can take place until the city receives the approved wetland bank credit withdrawal form. A security of \$65,000 will be held with the final plat until the City receives documentation that the credits have been purchased.

TREE PRESERVATION

No trees are proposed to be removed with the construction of Marketplace At Cedar.

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

EROSION CONTROL

The Developer is responsible for obtaining a MPCA Construction Permit for the site. Changes made throughout construction must be documented in the SWPPP. No grading can take place on the site until a complete SWPPP is submitted to the City for review and approval.

Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the developer.

The MS4 Administration Fee has not been collected on the parent parcels and is required with the final plat, calculated as follows:

\$490,154.40	x 2% Grading Costs	= \$9,803.09
Grading Cost	2025 Rate	MS4 Administration Fee
Marketplace At Cedar		Marketplace At Cedar

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Marketplace At Cedar. Construction costs are based upon a cost estimate submitted by the Developer's engineer on July 21, 2025 (amended July 24, 2025).

CONSTRUCTION COSTS

Sanitary Sewer	\$ 177,104.55
Watermain	249,248.80
Storm Sewer	390,156.00
Streets	269,518.60
Grading, Drainage, Erosion Control and Restoration	153,525.40
Wetland Mitigation	65,000.00
Cedar Avenue and 179 th Street Turn Lanes	107,884.01
SUBTOTAL - CONSTRUCTION COSTS	\$ 1,412,437.36

OTHER COSTS

Developer's Design (3.0%)	\$ 42,373.12
Developer's Construction Survey (2.5%)	35,310.93
City's Legal Expense (0.5%)	7,062.19
City Construction Observation (5.0%)	70,621.87
Developer's Record Drawing (0.5%)	7,062.19
Driveway Removal	5,000.00
Streetlights	7,400.00
Lot Corners/Iron Monuments	1,200.00
SUBTOTAL - OTHER COSTS	\$ 176,030.30
TOTAL PROJECT SECURITY	\$ 1,588,467.66

The street light security totals \$7,400 which consists of one (1) mast-arm streetlight at \$1,400 each and five (5) post-top streetlights at \$1,200 each.

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$1,200.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

A cash fee of \$8,675.00 for traffic control signs shall be paid with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an addition \$300.00 for each mobilization.

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

2880 feet	x \$0.2832/front foot/quarter	x 4 quarters	= \$3,262.46
Total Front Foot Marketplace At Cedar	2025 Rate		Streetlight Operating Fee Marketplace At Cedar

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

9 units	x \$61.52/unit	x 4.20	= \$2,325.46
Total Units (Commercial) Marketplace At Cedar	2025 Rate	Conversion Factor (Commercial)	Environmental Resources Fee Marketplace At Cedar

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

12 lots/outlots	x \$90.00/unit	= \$1,080.00
Lots/Outlots Marketplace At Cedar	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee Marketplace At Cedar

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

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$42,373.12.

CASH REQUIREMENTS

Park Dedication	\$ 126,612.72
Traffic Signal – Glacier and 179 th	132,000.00
Special Assessment 221407 – Glacier Way	249,414.00
Storm Sewer Charge	162,401.75
MS4 Administration Fee	9,803.09
Traffic Control Signs	8,675.00
Streetlight Operating Fee	3,262.46
Environmental Resources Management Fee	2,325.46
Property Data and Asset/Infrastructure Management Fee	1,080.00
City Engineering Administration (3.00%)	42,373.12
SUBTOTAL – CASH REQUIREMENTS	\$ 737,947.60

CREDITS TO CASH REQUIREMENTS

City 3/8 th Trail Cost – 179 th Street	
City Sidewalk – Glanshaw Avenue	\$ 9,020.06
SUBTOTAL – CREDITS TO CASH REQUIREMENTS	16,714.80
	\$ 25,734.86
TOTAL CASH REQUIREMENTS	\$ 712,212.74

RECOMMENDATION

Engineering recommends approval of the final plat, grading and erosion control plan, tree preservation, and utility plan for Marketplace At Cedar, subject to the requirements and stipulations within this report.



Date: 10/6/2025

Acknowledge Receipt of 2024 Annual Comprehensive Financial Report

Proposed Action

Staff recommends adoption of the following motion: Move to acknowledge receipt of City of Lakeville Annual Comprehensive Financial Report for the Year Ended December 31, 2024

Overview

Final copies of the City of Lakeville Annual Comprehensive Financial Report (ACFR) for the Year Ended December 31, 2024 and auditor communications are attached for City Council review and formal approval. The certified public accounting firm of CliftonLarsonAllen, LLP (CLA) has audited the financial report. In their opinion, the financial statements fairly present the financial position of City of Lakeville as of December 31, 2024 and the results of its operations for the year then ended. Mr. Ezra Koetz (Manager with CLA) will present an overview at the October 6 Council meeting.

An overview of the financial operations is provided in the Letter of Transmittal and Management's Discussion and Analysis.

Due to delays in the audit process, staff requested and received two deadline extensions. The 2024 Annual Comprehensive Financial Report was finalized and submitted to both the Minnesota State Auditor's Office and the Government Finance Officers Association (for the Certificate of Achievement in Excellence in Financial Reporting Award) by the extended deadline of September 30, 2025. Following formal Council approval, the report will also be made available on the City website.

The audit delay was due to transitions we went through — both with changes in our front-line finance staff and with new staff on the auditor's side. At the same time, we were in the middle of the ERP conversion, which added extra time to get everything reconciled and finalized. We worked through those challenges, requested extensions, and still met the extended September 30th filing date. We expect the 2025 reports to be back on schedule. Staff is already finding efficiencies with the new system, so we anticipate being on time moving forward.

Supporting Information

1. 2024 Annual Comprehensive Financial Report
2. 2024 Executive Audit Summary
3. 2024 Governance Communication
4. 2024 Internal Control Communication
5. 2024 Legal Compliance Letter

Financial Impact: \$ N/A **Budgeted:** No **Source:** N/A
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Julie Stahl, Finance Director

2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT



YEAR ENDED DECEMBER 31, 2024

**CITY OF LAKEVILLE,
MINNESOTA**

CITY OF LAKEVILLE, MINNESOTA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
YEAR ENDED DECEMBER 31, 2024

PREPARED BY THE FINANCE DEPARTMENT

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INTRODUCTORY SECTION



City of Lakeville
Positioned to Thrive

September 30, 2025

The Honorable Mayor and Council Members
20195 Holyoke Avenue
Lakeville, Minnesota 55044

Honorable Mayor, Members of the City Council and Citizens of the City of Lakeville:

The Annual Comprehensive Financial Report is hereby presented for the purpose of providing you, the reader, with a thorough overview of the financial affairs of the City for the year ended December 31, 2024. The Report was prepared in accordance with Minnesota Statutes and Generally Accepted Accounting Principles (GAAP).

This report was prepared by the City's Finance Department and consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all information presented in this report. To provide a reasonable basis for making these representations, management of the City has established internal controls designed to protect the City's assets from loss, theft or misuse and to provide sufficient reliable information for the preparation of these financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatements. As management, we assert that to the best of our knowledge and belief this report is complete and reliable in all material respects.

The City of Lakeville's financial statements have been audited by CliftonLarsonAllen LLP, a professional firm of certified public accountants. The independent auditor's report is included in the Financial Section of this report. The auditors have given this report an unmodified ("clean") opinion, meaning that the financial statements fairly present the City's financial position at December 31, 2024 and the changes in financial position for the year then ended.

Management's discussion and analysis (MD&A) immediately follows the independent auditors' report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

20195 Holyoke Avenue, Lakeville, MN 55044
952-985-4400 • 952-985-4499 fax
www.lakevillemn.gov

Profile of Government

The City of Lakeville is a suburban community located 20 miles south of downtown Minneapolis in the southeast corner of the Twin Cities metropolitan area within Dakota County. Lakeville enjoys an excellent location, with convenient access to the Minneapolis-Saint Paul metropolitan area via interstate highway I-35. The City is also just 25 minutes from the Minneapolis-Saint Paul International Airport. Lakeville continues to be one of the fastest growing cities in Minnesota with a population that has grown from 69,490 in 2020 to 76,746 in 2024.

The City of Lakeville operates under the Mayor-Council form of organization. The governing City Council consists of the Mayor and four other Council members. The City Council is responsible for, among other things, passing ordinances, adopting the budget, appointing members to the various committees and commissions, and hiring the City Administrator. The City Administrator is responsible for carrying out the policies, directions, and ordinances of the City Council and for overseeing the day-to-day operations of the City. The City Council is elected on a non-partisan at-large basis. The Mayor is elected to serve a four-year term, while Council Members serve four-year staggered terms, with two Council Members elected every two years.

The City provides its residents and businesses with a full range of municipal services consisting of public safety (police and fire), public works, parks and recreation, and general government administration. The City also operates two enterprises: utilities (public water, sanitary sewer, streetlights and environmental resources) and off-sale liquor stores. Sewage treatment and disposal is operated on a regional basis by the Metropolitan Council Environmental Services (MCES) and refuse collection and disposal are handled on a private basis through contractual arrangements by City residents with private haulers. Further information regarding city services can be obtained from the City's website at www.lakevillemn.gov

The City is financially accountable for the Housing and Redevelopment Authority (HRA), which is included in the City's financial statement. Additional information on the HRA can be found in Note 1A. – Summary of Significant Accounting Policies of the Notes to Basic Financial Statements.

The annual budget serves as the foundation for the City of Lakeville's financial planning and control. The budgetary process is outlined in the notes within the required supplementary information section of this report. The City applies budgetary controls to ensure compliance with legal provisions of the laws of Minnesota. Budgets are adopted on a basis consistent with GAAP. Annual budgets are adopted for the general fund and special revenue funds. The general fund budgetary comparison schedules are presented within the required supplementary information section and the special revenue funds budgetary comparison schedules are presented in the nonmajor governmental funds subsection of this report.

Factors Affecting Financial Condition

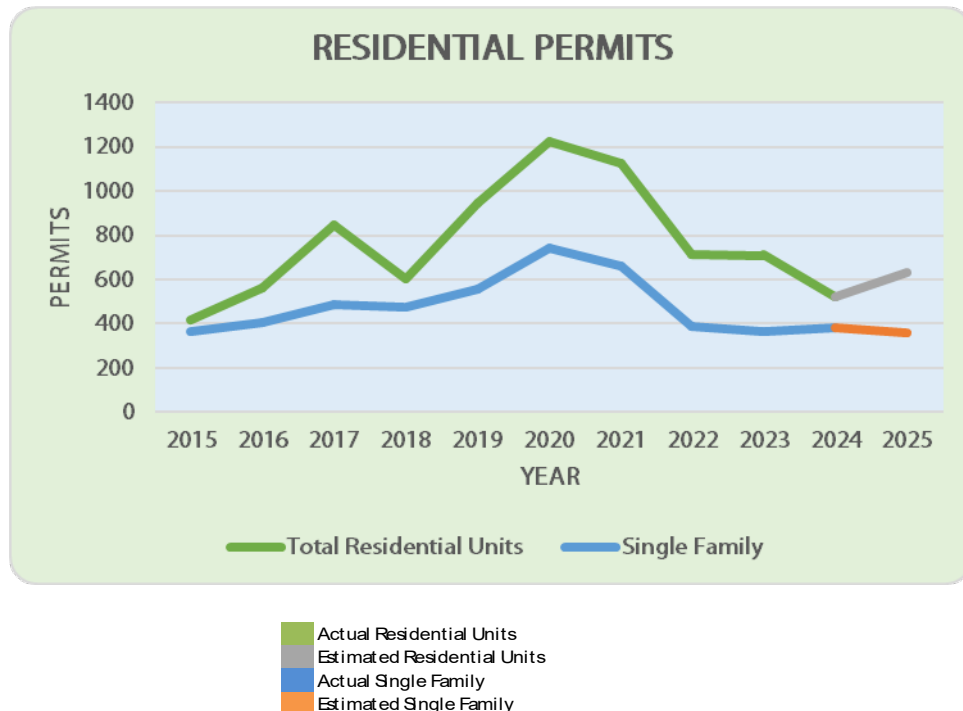
The City of Lakeville is committed to maintaining a strong financial condition, while continuing to provide quality public services to its residents and businesses. The City's financial position, as reflected in the financial statements presented in this report, is perhaps best understood when it is considered from the broader perspective of the environment within which the City operates.

Local Economy

The City's tax base is primarily residential and consists of mostly single-family homes. Commercial and industrial properties make up approximately eleven percent of the tax base. Following a post-2008 recession decline to a 2013 low of \$4.8M, the City's taxable valuation has steadily risen – reaching a new peak of \$13M – driven by new construction and rising property values. Since 2015, the population has grown by 16,755 (28%), while City staff has increased by 24.7%.

The City has a land area of 38 square miles with approximately 22% of its land available for development. In 2024, final plats were approved for 205 single-family units, 210 detached townhomes, 171 attached townhomes, 88 twin homes, three commercial, one industrial and 167-unit apartments.

The trend for building permit activity for single-family homes is steady with building permits for single family homes/detached townhomes increasing from 367 in 2023 to 385 in 2024. The 2025 budget is premised on conservative modest growth of new single-family homes in the coming year.



In 2024, the City issued \$75 million in building permits for new or expanded commercial and industrial buildings.

Commercial construction in 2024 included construction of a new three-story Allina Health Specialty Center and MNIGI Digestive Health consisting of 100,000 square feet. This multi-specialty center is located along 185th Street near I-35 and brings the full Allina Health ambulatory platform to the south metro (along with MNIGI Digestive Health). This investment in the Lakeville community includes more than 20 specialties, such as orthopedics, oncology, women's health and cardiology, in addition to an ambulatory surgery center. Action Behavior Centers opened at 20890 Kenbridge Court, providing autism therapy services for early learners, school-age children and teens. Goodwill opened its' new 20,000 sq.ft. facility at 207th Street West.

Industrial growth continued in 2024 with groundbreaking of a 276,480 square-foot cold storage warehouse facility (RL Cold) located east of Cedar and south of 215th Street. Adjacent to this site, Sweet Harvest Foods (existing business that is expanding) celebrated their ribbon cutting ceremony on June 25, 2024, on their new 360,000 square-foot office, manufacturing and warehouse facility. Dalsin Industries, a custom metal fabrication and design manufacturer, celebrated their ribbon cutting on April 9, 2024. Jacquard Distribution Center completed construction of its 168,000 sq.ft. multi-tenant industrial warehouse on 217th Street West.

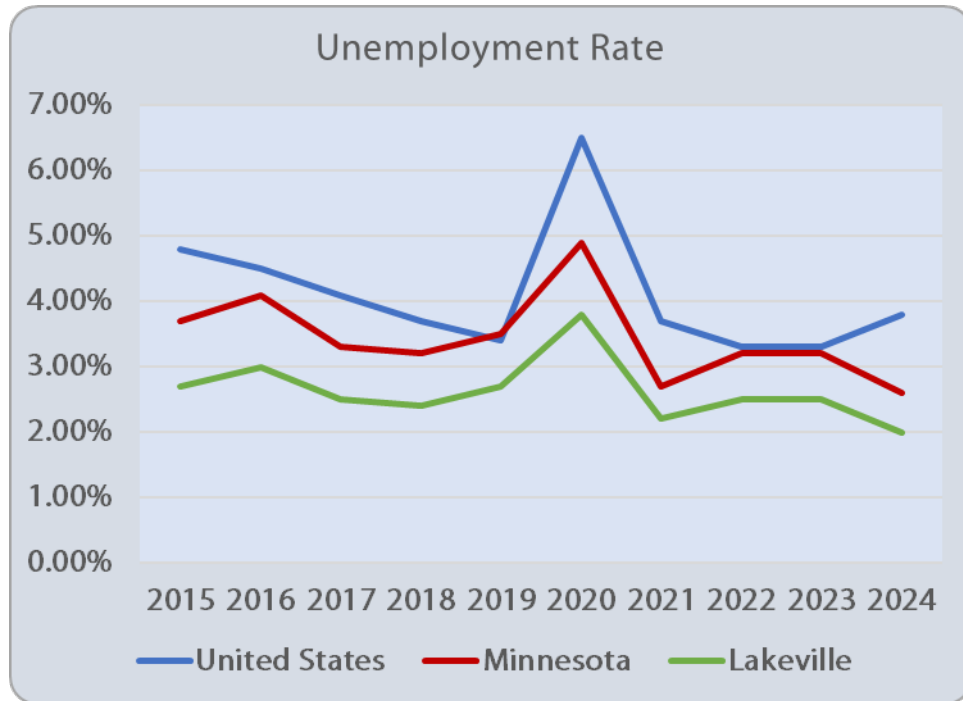
New dining options for Lakeville in 2024 included LBC on the Lake, LaMichoacana Purepecha, Donut Star, Taco Bell, Kyiv Cakes and the Farmer's Grandson Eatery.

Grand Prairie Park was issued multiple building permits in 2024 and construction started on the main park building, challenge course, covered grandstand, dugouts for the new baseball stadium and pickleball courts. This new destination park will include a splash pad, baseball field with seating, pickleball courts, and several multi-purpose fields, including the City's first cricket pitch. Some of the amenities are expected to be ready for use in the summer of 2025.

Lakeville is served by Independent School District No. 192, Farmington, Independent School District No. 194, Lakeville, and Independent School District No. 196, Rosemount-Apple Valley-Eagan. Non-Public education is provided by All Saints Catholic School, Christian Heritage Academy, Southview Christian and Glory Academy.

According to the Dakota County Assessor's office, the estimated market value for the median value home increased by 1.38% as of March 2025 (for taxes payable 2025) to \$451,150. For taxes payable 2026, the median value home has increased by 3.73% to \$468,000.

According to the Bureau of Labor Statistics, Lakeville's unemployment rate is favorable compared to the State and National rates.



Source: <https://mn.gov/deed/data>

Major Initiatives

Pressures and issues confronting the City were taken into account with the 2024 adopted budget including community growth, aging infrastructure, inflationary pressures, innovation and efficiencies, entrepreneurial efforts and preparing for the future.

Community Growth. New residential housing construction continues to rise due in large part to improved economic conditions. The resumption of growth will result in increased demands for infrastructure enhancements as well as service delivery such as inspections, code enforcement, police, fire, streets, and parks.

Commercial Growth. The City utilizes targeted tax abatement agreements to encourage investment, job creation, and redevelopment of underutilized areas. While these agreements temporarily reduce certain tax revenues, they are expected to provide long-term benefits by expanding the tax base, supporting economic growth, and enhancing the quality of life for residents. Additional details are presented in the notes to the financial statements.

Addressing Aging Infrastructure. Our City has more than \$400 million of investment in infrastructure such as roads, water mains, parks, trails, facilities, equipment, and other assets. The assets have maintenance, and in certain situations, replacement requirements.

The 2024 budget addressed the short-term plan while the Capital Improvement Plan addressed the anticipated intermediate and long-term needs. The most significant 2024 projects included:

- Annual pavement maintenance program to improve city-wide pavement management index
- 2024 Street Reconstruction
- Collector Road Rehabilitation (Ipava Ave/Indiana Ave/175th St)
- Well #23 construction
- CMF water tower painting
- Grand Prairie Park construction

Inflationary Pressures. As the economy improves there will be upward pressure on commodities, services, and personnel costs. Inflation has increased significantly recently due to supply chain disruptions, etc. The budget anticipated modest price increases in the near term.

Innovation and Efficiencies. Lakeville has a long-standing history of being fiscally conservative and prudent. Although the City of Lakeville receives no state aid for property tax relief, per capita current expenditures for operations are still amongst the lowest in the twin cities according to the Minnesota State Auditor's Office. The adopted budget included several initiatives which continued the focus on a commitment to cost effectiveness and efficiencies. Effective application of technology is a major factor in optimizing organizational efficiencies. The City converted the water meter system to a fixed-based system utilizing existing water towers as collectors. This ensures accurate water monitoring and provides residents with timely information regarding their water usage.

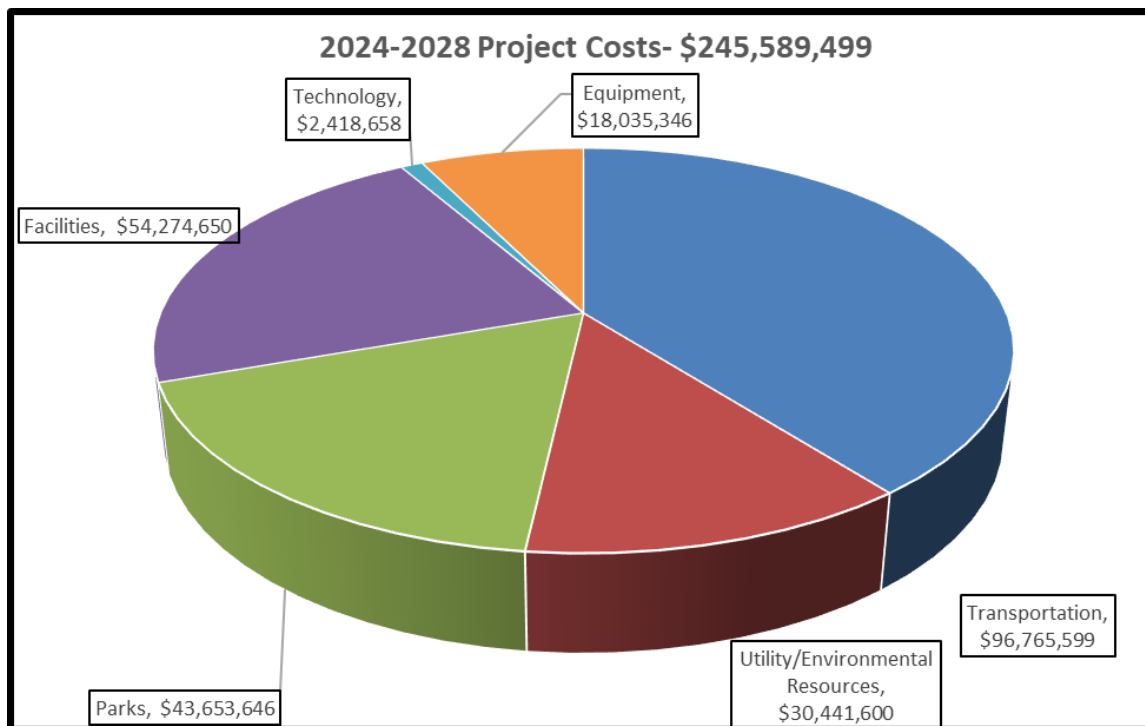
Entrepreneurial Efforts. Continued marketing initiatives are proposed to promote economic developments. Several years ago, property was acquired in southwestern Lakeville for what is now known as the Keokuk liquor store, the City's fourth liquor store. The excess land adjacent to the Keokuk liquor store is currently being marketed for sale for a complementary business to further improve revenues and sales opportunities.

Preparing for the Future. As a Community that embraces a high quality of life and a pro-business attitude, Lakeville is "Positioned to Thrive." It is an objective that embraces a vision for the future and a commitment to preparing for it.

Long-term Financial Planning

There is an interrelationship between a community's physical development and its long-term financial plan. A comprehensive plan provides the guidance for current and future land use and public infrastructure decisions to provide managed growth throughout the community. The City of Lakeville completes an update of its Comprehensive Plan every ten years.

The City prepares an annually updated Capital Improvement Plan (CIP) which is a flexible, five-year plan that identifies the City's infrastructure, development objectives and allocation of financial resources. The CIP identifies funding for the projects and provides policy makers and the community with a strategic (documented) approach to implementation and administration of improvement projects. The City will invest \$246 million in transportation, utility, equipment, technology, facilities, and parks over the next five years to achieve program objectives.



The City has also implemented long-term financial planning models for its governmental funds, utility funds and debt funds. This effort of forecasting operating and capital budgets has positioned the City to better handle the growing demand for City services, increased infrastructure, and the economic impact of unforeseen events such as COVID-19. Moody's Investors Service upgraded the City's bond rating from Aa1 to Aaa in June, 2021, citing the City's robust economic and financial performance that were exceptionally resilient throughout the coronavirus pandemic coupled with continued solid management practices that are expected to support strong credit fundamentals over the long-term. This top rating from Moody's is shared by only twelve other Minnesota cities. There are 31 MN cities with either Moody's Aaa and/or S&P Global's AAA rating.

As of December 31, 2024, the City of Lakeville had approximately \$155.450 million of debt outstanding. The City will issue approximately \$35 million general obligation improvement bonds in the coming years to finance street reconstruction projects, and facility expansion.

Relevant Financial Policies

The City has multiple policies which are utilized in the management of its fiscal affairs. The primary policies include, but are not limited to, operating budget policy, budget amendment process, revenue, debt, investment, and fund balance. The City also adopted a Financial Sustainability and Resiliency policy in January 2020.

- ***Operating Budgets.*** The City's operating budget policy sets forth guidance with respect to balanced operating budgets, with an overriding goal of achieving structural balance over a longer-term period, while recognizing that in certain periods, revenues and expenditures may not be equal. A balanced budget for the General Fund is defined as revenues and other sources equal to or exceeding operating expenditures and other uses. Other sources can include that portion of General Fund balance that is allowed to be budgeted for use per the City's fund balance policy. The budget will provide for adequate maintenance of capital facilities and equipment and for their orderly replacement.

Balanced budgets for the proprietary enterprise funds are defined as providing sufficient revenues to support the operations of those funds, without subsidy from the General Fund or property taxes. Charges from the Proprietary Internal Service Funds shall be sufficient to support such activities, with no trend of operating deficits.

The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is at the fund level for the General Fund and Special Revenue Funds. The City Administrator has authorization to expend funds in excess of the appropriation for each department and to approve budget amendments between departments within a budgeted fund pursuant to all adopted financial policies. Budgeted expenditure appropriations lapse at year-end. Supplementary appropriations can be carried forward to the following year if approved by the City Council.

- ***Revenue Policies.*** The City will project its annual revenues by a conservative objective and thorough analytical process. The City will endeavor to maintain a diversified and stable revenue system to shelter it from annual fluctuations in any one revenue source. All existing and potential revenue sources will be reexamined annually. New sources of non-property-tax revenue should always be actively explored. Where appropriate and not contrary to accepted public policy or statutes, emphasis will be directed toward full cost recovery through user fees. User fees and cost allocation formulas will be updated periodically (annually, if needed). Ongoing, the City will review the full cost of activities supported by user fees to identify the impact of inflation and other factors. The fees along with the resulting net property tax costs will be reviewed with the City Council during the budget process. Sensitivity to market rates will also be considered in setting fees. Intergovernmental grant requests are subject to fiscal review before the application is submitted. This review is to ensure that the grants do not create an obligation for unfunded expenditures by the City relating to the grant's purpose and to provide an overall budgetary review of grant proposals.

- **Debt.** The City's debt policy provides guidance to ensure that long-term debt is utilized appropriately and in a fiscally prudent manner. Limiting long-term borrowing to capital improvements or other long-term projects which cannot, and appropriately should not, be financed from current revenues. Final maturity of bonds and notes should not exceed the expected useful life of the underlying project for which it is being issued. Where possible, the City will endeavor to pledge special assessments, State-aid or other non-tax revenues to debt service payments.
- **Investments.** The City's policy is to invest all available monies at competitive interest rates, coordinated with projections of the City's operating and program cash flow needs. Interest earnings will be distributed to the funds based on the average cash balances. Investments will take into consideration safety, liquidity and yield as well as complying with State regulations.
- **Fund Balance.** Fund balance or net position are terms used to define the difference between a fund's assets, deferred outflows of financial resources, liabilities, and deferred inflows of financial resources. Fund balance is used in governmental fund types and net position is used in proprietary fund types and the government-wide financial statements.
- **Financial Sustainability and Resiliency Policy.** The City Council adopted this new policy in January 2020. The purpose of this policy is to establish strategic financial sustainability and resiliency principles for the City of Lakeville, which may be used when developing the annual budget, long-term financial plans, and when making critical financial, economic development and community development decisions.

Awards

Certificate of Achievement

The Government Finance Officers Association (GFOA) of the United States awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Lakeville, Minnesota, for its annual comprehensive financial report for the fiscal year ended December 31, 2023. This is the thirty-sixth consecutive year that the City of Lakeville has received this prestigious award.

To be awarded a Certificate of Achievement for Excellence, a government must publish an easily readable and efficiently organized annual comprehensive financial report, and the contents must conform to the program standards. Such reports must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. We believe our current annual comprehensive financial report continues to conform to the Certificate of Achievement for Excellence program requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

Financial Policy Challenge

The City also earned recognition as a winner of the Financial Policy Challenge from the Government Finance Officers Association (GFOA) in 2021 for its Financial Sustainability and Resiliency Policy. The GFOA launched this Challenge as an opportunity for GFOA members to adopt and share financial policies that are essential to a strong financial foundation.

Acknowledgements

The preparation of this report could not have been accomplished without the professional, efficient, and dedicated services of the entire staff of the Finance Department. We would like to express our appreciation to all members of the department, with special recognition to Senior Financial Analysts Tom Neseth, Laura Miller, and Julie Werner.

We would also like to express our sincere gratitude to the City Council for its sincere commitment and progressive leadership in the financial affairs of our community.

Respectfully submitted,



Justin Miller
City Administrator



Julie Stahl
Finance Director/Treasurer

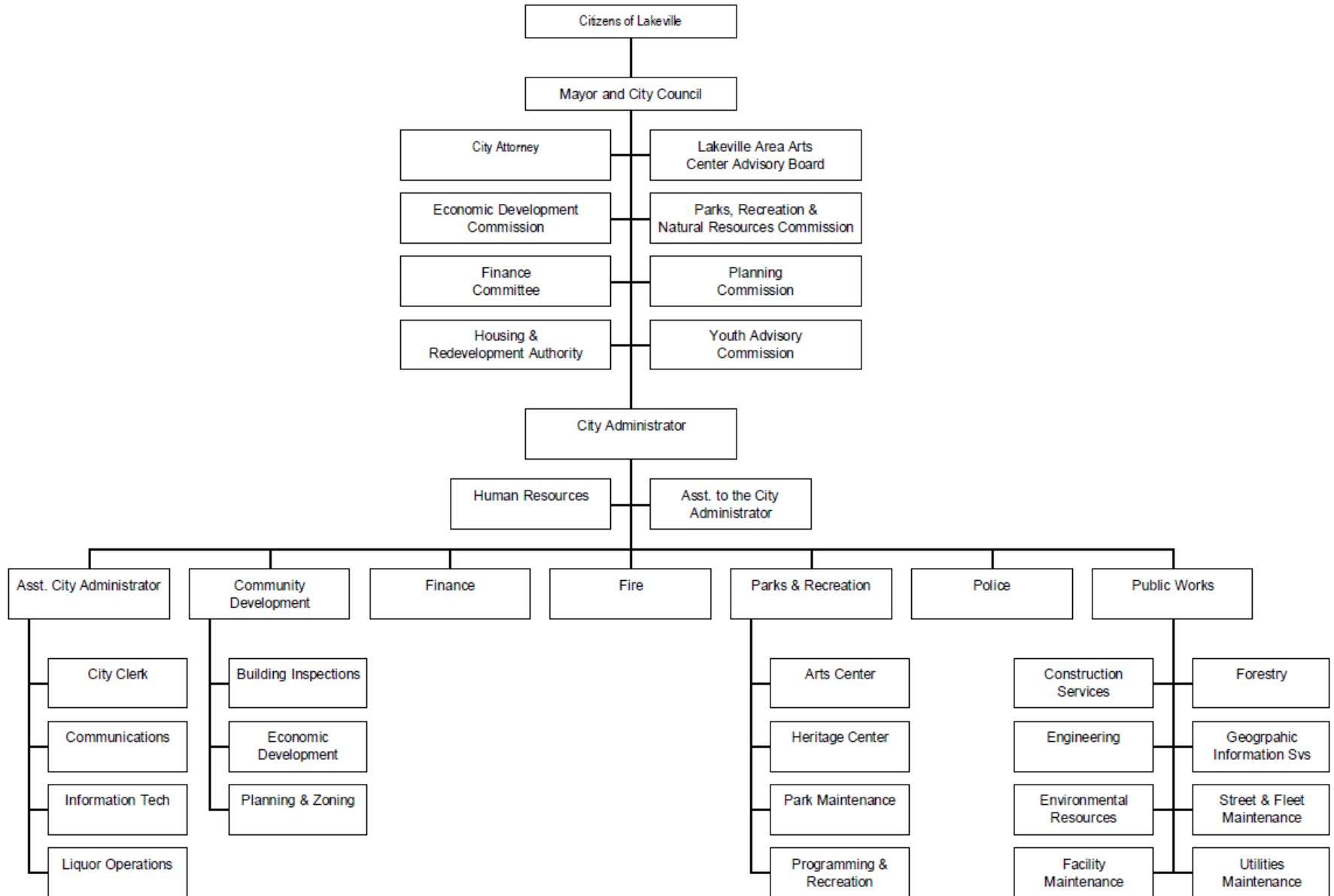
**CITY OF LAKEVILLE
ELECTED AND APPOINTED OFFICIALS
YEAR ENDED DECEMBER 31, 2024**

Elected Officials		<u>Term Expires December 31,</u>
Luke Hellier	Mayor	2026
John Bermel	Council Member	2024
Dan Wolter	Council Member	2024
Joshua Lee	Council Member	2026
Michelle Volk	Council Member	2026

APPOINTED PERSONNEL

Justin Miller	City Administrator
Julie Stahl	Finance Director/Treasurer
Ann Orlofsky	City Clerk

**CITY OF LAKEVILLE
ORGANIZATIONAL CHART
YEAR ENDED DECEMBER 31, 2024**



CITY OF LAKEVILLE
CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING
DECEMBER 31, 2024



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Lakeville
Minnesota**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2023

Christopher P. Morill

Executive Director/CEO

FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Honorable Mayor and the City Council
City of Lakeville, Minnesota

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lakeville, as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City of Lakeville's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lakeville as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Lakeville and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter – Change in Accounting Principle

We draw attention to Note 22 of the financial statements, which describes the City's restatement due to a change in accounting principle. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Lakeville's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of City of Lakeville's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about City of Lakeville's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in the City's total OPEB liability and related ratios, schedule of the City's proportionate share of net pension liability, schedule of the City's pension contributions, and the schedule of changes in net pension liability and related ratios be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Lakeville's basic financial statements. The combining and individual fund statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual fund statements and schedules is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

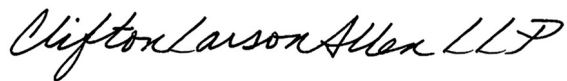
Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Honorable Mayor and the City Council
City of Lakeville, Minnesota

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2025, on our consideration of the City of Lakeville's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Lakeville's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Lakeville's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Minneapolis, Minnesota
September 30, 2025

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

As management of the City of Lakeville (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2024. The discussion and analysis is intended to be considered in conjunction with the additional information that we have furnished in our letter of transmittal, located earlier in this report, and the City's financial statements contained within this report.

Financial Highlights

- The assets and deferred outflows of resources of the City exceeded liabilities and deferred inflows of resources by \$586,716,381 (net position) at the close of the most recent fiscal year. Of this amount, \$55,735,393 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$29,137,011 in 2024.
- The City's governmental funds reported combined ending fund balances of \$128,104,741. Of this total amount, \$68,639,377 or 53.6% is not restricted or nonspendable and is available for use within the City's constraints and policies.
- As of the end of the current fiscal year, the City's total unassigned fund balance for the general fund was \$20,668,085 or 52.8% of total general fund expenditures of \$39,129,789.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to basic financial statements. This report also contains other required supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The government-wide financial statements include not only the City itself (known as the primary government), but also a legally separate housing and redevelopment authority (HRA) for which the City is considered to be financially accountable or for which the nature and significance of their relationship with the City is such that the exclusion would cause the City's financial statements to be misleading or incomplete. Financial information for this component unit is blended within the financial information presented for the primary government itself.

The *Statement of Net Position* presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

The *Statement of Activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, and parks and recreation. The business-type activities of the City include the enterprise activities of the liquor operation and utility operation.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains 4 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and the capital projects fund, all of which are considered to be major funds. Data from the other governmental funds is combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements following the required supplementary information.

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

The City adopts annual appropriated budgets for its general fund and special revenue funds. A budgetary comparison schedule has been provided as required supplementary information for the general fund to demonstrate compliance with this budget.

Proprietary funds. The City maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The internal service fund is an accounting device used to accumulate and allocate costs internally among the City's various functions.

The City uses enterprise funds to account for its off-sale liquor and utility (water, sanitary sewer, streetlight, and environmental resources) operations. The City uses two internal service funds to account for its risk management insurance liability program and the compensated leave balances of governmental activities. These services benefit the governmental and business-type functions; therefore, they have been included within governmental and business-type activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for each of the enterprise funds, all of which are considered to be major funds of the City. The internal service funds are presented in a single aggregated presentation in the proprietary fund financial statements.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to basic financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information.

This section includes a budgetary comparison schedule and related notes for the general fund, a schedule of funding progress for the other postemployment benefits plan of the City, and schedules related to the City's participation in defined benefit pension plans administered by the Minnesota Public Employees Retirement Association (PERA) and the Lakeville Fire Relief Association. The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information.

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

Government-wide Financial Analysis

An analysis of the City's financial position begins with a review of the Statement of Net Position and the Statement of Activities. These two statements report the City's net position and changes in net position. It should be noted that the financial position can also be affected by nonfinancial factors, including economic conditions, population growth, and new regulations.

As noted earlier, net position may serve over time as a useful indicator of the City's financial position. As presented in the following condensed version of the Statement of Net Position, the City's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$586,716,381 at December 31, 2024. By far the largest portion, or 78.2% of net position, is reflected in its net investment in capital assets (e.g. land, buildings and improvements, machinery and equipment, infrastructure, and construction in process) less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's net investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Current and Other Assets	\$ 175,502,378	\$ 169,696,521	\$ 42,537,109	\$ 39,242,638	\$ 218,039,487	\$ 208,939,159
Capital Assets	387,482,576	373,067,888	211,014,799	206,302,217	598,497,375	579,370,105
Total Assets	562,984,954	542,764,409	253,551,908	245,544,855	816,536,862	788,309,264
Deferred Outflows of Resources	15,072,562	19,363,267	490,953	955,128	15,563,515	20,318,395
Current and Other Liabilities	16,320,363	18,975,527	1,650,902	2,521,017	17,971,265	21,496,544
Other Liabilities	181,819,713	182,219,323	14,548,818	17,415,261	196,368,531	199,634,584
Total Liabilities	198,140,076	201,194,850	16,199,720	19,936,278	214,339,796	221,131,128
Deferred Inflows of Resources	29,663,812	28,915,650	1,380,388	1,001,511	31,044,200	29,917,161
Net Position:						
Net Investment in Capital Assets	259,538,899	240,978,608	199,011,990	192,611,852	458,550,889	433,590,460
Restricted	72,430,099	73,224,358	-	-	72,430,099	73,224,358
Unrestricted	18,284,630	17,814,210	37,450,763	32,950,342	55,735,393	50,764,552
Total Net Position	\$ 350,253,628	\$ 332,017,176	\$ 236,462,753	\$ 225,562,194	\$ 586,716,381	\$ 557,579,370

The City's total restricted net position of \$72,430,099 comprises 12.3% of total net position at the close of the fiscal year ended December 31, 2024. These assets are subject to external restrictions on how they may be used.

The 2024 remaining balance of \$55,735,393 (9.5% of total net position), in unrestricted net position may be used to meet the government's ongoing obligations to citizens and creditors. The unrestricted net position of the City increased a total of \$4,970,841 primarily due to a decrease in net pension liability as well as an increase in property taxes.

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

Change in net position. The City's 2024 total net position during the current fiscal year increased by \$29,137,011 as shown in the following table. This increase is primarily attributed to economic conditions and community growth. Additional details that account for the change in net position are provided in the following analysis of the governmental and business-type activities.

	Change in Net Position					
	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023 (as restated)	2024	2023 (as restated)
REVENUES						
Program Revenues:						
Charges for Services	\$ 18,843,137	\$ 15,948,865	\$ 43,934,809	\$ 45,408,259	\$ 62,777,946	\$ 61,357,124
Operating Grants and Contributions	2,368,016	9,393,087	217,437	1,028,439	2,585,453	10,421,526
Capital Grants and Contributions	19,478,574	17,429,101	9,866,907	5,739,878	29,345,481	23,168,979
General Revenues:						
Property Taxes	44,289,880	40,247,761	-	-	44,289,880	40,247,761
Franchise Taxes	531,252	601,288	-	-	531,252	601,288
Unrestricted Investment Earnings	5,630,680	5,834,294	1,368,137	1,322,619	6,998,817	7,156,913
Total Revenues	91,141,539	89,454,396	55,387,290	53,499,195	146,528,829	142,953,591
EXPENSES						
General Government	9,524,931	9,899,710	-	-	9,524,931	9,899,710
Public Safety	21,818,556	20,139,088	-	-	21,818,556	20,139,088
Public Works	27,274,347	29,136,552	-	-	27,274,347	29,136,552
Parks and Recreation	11,644,154	10,117,834	-	-	11,644,154	10,117,834
Interest on Long-Term Debt	3,535,602	2,903,304	-	-	3,535,602	2,903,304
Municipal Liquor	-	-	21,357,518	21,726,194	21,357,518	21,726,194
Utility	-	-	22,236,710	22,854,878	22,236,710	22,854,878
Total Expenses	73,797,590	72,196,488	43,594,228	44,581,072	117,391,818	116,777,560
CHANGE IN NET POSITION BEFORE TRANSFERS	17,343,949	17,257,908	11,793,062	8,918,123	29,137,011	26,176,031
Transfers and Contributions	892,503	(2,789,942)	(892,503)	2,789,942	-	-
CHANGE IN NET POSITION	18,236,452	14,467,966	10,900,559	11,708,065	29,137,011	26,176,031
Net Position - Beginning of Year	332,017,176	317,549,210	225,562,194	213,854,129	557,579,370	531,403,339
NET POSITION - END OF YEAR	<u>\$ 350,253,628</u>	<u>\$ 332,017,176</u>	<u>\$ 236,462,753</u>	<u>\$ 225,562,194</u>	<u>\$ 586,716,381</u>	<u>\$ 557,579,370</u>

Governmental activities. The governmental activities change in net position before transfers was an increase of \$18,236,452. The governmental revenue increase in charges for services is directly related to an increase in economic, development and community growth. Operating grants decreased in 2024 mostly due to the timing of payments received and additional funds received in 2023 compared to 2024 for state-aid funded street maintenance and improvement projects in 2023. Capital grants and contributions increased due to additional new special assessments being assessed in 2024 and an increase in developer-installed assets reported during 2024 than in 2023.

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

Revenues

The City's 2024 total revenues for governmental activities increased by \$1,687,143. Charges for services increased a total of \$2,894,272 primarily attributable to continued economic development and community growth, as demonstrated by higher collections of park dedication fees, building permit revenues, and connection and area charges. A summary of the various decreases are shown as follows:

	2024	2023	Increase / (Decrease)
<u>Charges for services</u>			
Licenses and building permit fees	\$ 3,052,954	\$ 3,489,815	\$ (436,861)
Connection and area charges	4,515,007	4,920,155	(405,148)
Engineering fees - reconstruction projects	1,294,484	979,981	314,503
Park dedication fees	3,338,496	1,331,097	2,007,399
Other	6,642,196	5,227,817	1,414,379
Total charges for services	<u>\$ 18,843,137</u>	<u>\$ 15,948,865</u>	<u>\$ 2,894,272</u>

Operating grants and contributions experienced an overall decrease of \$7,025,071. Operating grants decreased in 2024 mostly due to the City receiving \$3,156,649 of local public safety aid in 2023. Also, the level of state-aid funded street maintenance projects decreased compared to the prior year. A summary of the various operating grants and contributions are shown as follows:

	2024	2023	Increase / (Decrease)
<u>Operating grants and contributions</u>			
State-aid for street maintenance	\$ 238,712	\$ 3,636,809	\$ (3,398,097)
State-aid for street revenue bonds	60,572	336,394	(275,822)
State local public safety aid	-	3,156,649	(3,156,649)
Other grants, contributions and donations	2,068,732	2,263,235	(194,503)
Total Operating grants and contributions	<u>\$ 2,368,016</u>	<u>\$ 9,393,087</u>	<u>\$ (7,025,071)</u>

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

Capital grants and contributions increased by \$2,049,473. Contributed infrastructure from private land developers increased \$1.6 million; the infrastructure consists of street, storm water, and park and trail capital assets. The summary of capital grants and contributions are shown as follows:

	<u>2024</u>	<u>2023</u>	<u>Increase / (Decrease)</u>
<u>Capital grants and contributions</u>			
Contributed infrastructure from developers	\$ 11,527,671	\$ 9,870,707	\$ 1,656,964
Special assessments	1,434,675	1,148,080	286,595
Other grants and contributions	6,478,030	6,365,932	112,098
PEG fees	38,198	44,382	(6,184)
Total capital grants and contributions	<u>\$ 19,478,574</u>	<u>\$ 17,429,101</u>	<u>\$ 2,049,473</u>

Property tax revenue increased \$4,042,119 or 10.0% primarily due to an increase in the overall tax levy. A higher collection rate also contributed to the increase.

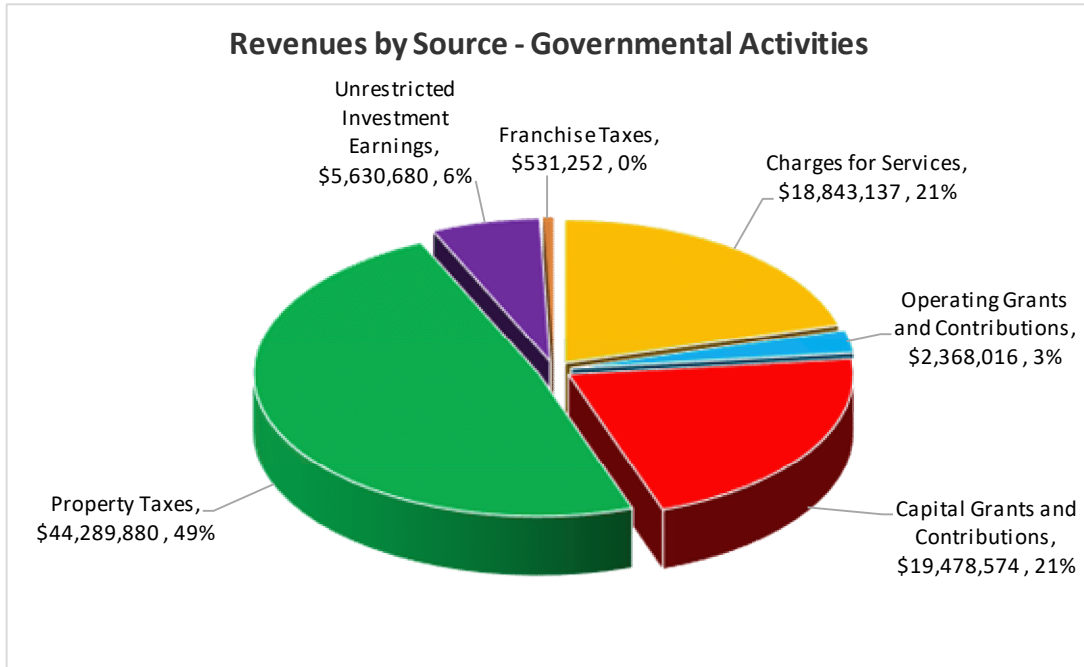
Cable franchise taxes of \$531,252 were received in 2024 versus \$601,288 in 2023.

Investment income earnings decreased by \$203,614. The decrease is the combination of earnings and changes in investment asset values which are inversely related to the changes in market rates.

	<u>2024</u>	<u>2023</u>	<u>Increase / (Decrease)</u>
<u>General revenues</u>			
Property taxes	\$ 44,289,880	\$ 40,247,761	\$ 4,042,119
Franchise taxes	531,252	601,288	(70,036)
Investment income	5,630,680	5,834,294	(203,614)
Total general revenues	<u>\$ 50,451,812</u>	<u>\$ 46,683,343</u>	<u>\$ 3,768,469</u>

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

A summary of 2024 revenues by source for governmental activities is shown as follows:



Expenses

The City's 2024 total governmental activities expenses (before depreciation on capital assets and interest on long-term debt) decreased by \$1,603,995 or 3.2%. Total governmental activities expenses increased by \$1,601,102 or 2.2%, shown as follows:

	2024	2023	Increase / (Decrease)
<u>Governmental activities expenses</u>			
General government	\$ 9,062,867	\$ 9,491,848	\$ (428,981)
Public safety	20,227,705	18,817,348	1,410,357
Public works	11,749,033	14,842,043	(3,093,010)
Parks and recreation	6,998,916	6,491,277	507,639
Total before depreciation and interest	48,038,521	49,642,516	(1,603,995)
Depreciation on capital assets	22,223,467	19,650,668	2,572,799
Interest on long-term debt	3,535,602	2,903,304	632,298
Total governmental activities expenses	<u>\$ 73,797,590</u>	<u>\$ 72,196,488</u>	<u>\$ 1,601,102</u>

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

Following are explanations of various increases and (decreases) in expenses by governmental function as shown above.

General government expenses decreased slightly by \$428,981, or 4.5% primarily due to employees in key positions taking advantage of the advanced resignation policy which provides the City up to six months' notice to hire and train the respective replacements. Savings also resulted from staff vacancies, restructuring, the completion of the ERP implementation, and delayed projects.

Public safety expenses increased by \$1,410,357, or 7.5%, primarily due to new hires in Police and Fire, including 6 full-time firefighters added mid-year as the city transitions to a hybrid fire staffing model.

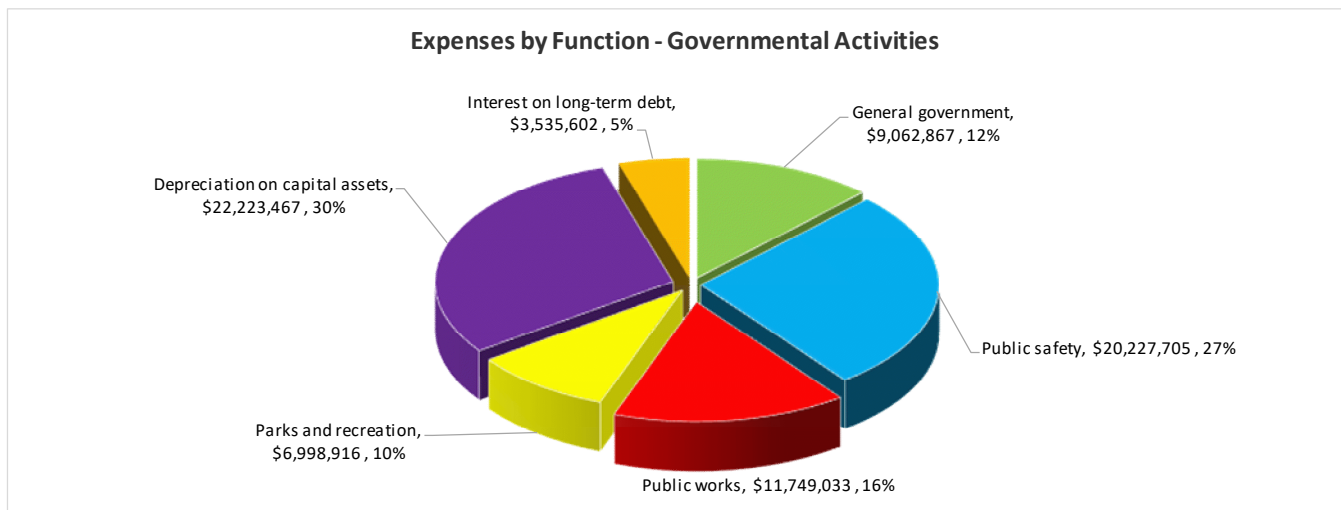
Public works expenses decreased by \$3,093,010, or 20.8%, primarily due to fewer non-City asset improvement and maintenance projects in 2024 compared to 2023.

Parks and recreation expenses increased \$507,639, or 7.8%, primarily due to staffing transitions and expanded Arts Center programming funded by late-2023 Arts Board Grant. Seasonal costs are higher than the same period in 2023 due to the City's continued growth and increased seasonal positions.

Depreciation on capital assets increased by \$2,572,799 or 13.1%; primarily due to depreciation starting on recently completed projects.

Interest on long-term debt increased by \$632,298, or 21.8%; primarily due to current amortization of bond premiums.

A summary of 2024 expenses by function for governmental activities is shown as follows:



**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

Business-type activities. Business-type activities increased the City's 2024 total net position by \$10,900,559. Key elements of the increase in net position along with a comparison of revenues, expenses, and changes in net position during fiscal years 2024 and 2023 are shown as follows:

	2024	2023	Increase / (Decrease)
Revenues			
Charges for services			
Liquor	\$ 22,647,127	\$ 22,692,555	\$ (45,428)
Utility	21,287,682	22,715,704	(1,428,022)
Operating grants and contributions			
Liquor	38,882	163	38,719
Utility	178,555	1,028,276	(849,721)
Capital contributions			
Utility	9,866,907	5,739,878	4,127,029
Investment earnings	1,368,137	1,322,619	45,518
Total revenues	<u>55,387,290</u>	<u>53,499,195</u>	<u>1,888,095</u>
Expenses			
Liquor	21,357,518	21,726,194	(368,676)
Utility	<u>22,236,710</u>	<u>22,854,878</u>	<u>(618,168)</u>
Total expenses	<u>43,594,228</u>	<u>44,581,072</u>	<u>(986,844)</u>
Change in net position before transfers	11,793,062	8,918,123	2,874,939
Transfers	<u>(892,503)</u>	<u>2,789,942</u>	<u>(3,682,445)</u>
Change in net position	<u>10,900,559</u>	<u>11,708,065</u>	<u>(807,506)</u>
Net position - beginning, as restated	<u>225,562,194</u>	<u>213,854,129</u>	<u>11,708,065</u>
Net position - ending	<u><u>\$ 236,462,753</u></u>	<u><u>\$ 225,562,194</u></u>	<u><u>\$ 10,900,559</u></u>

The City's 2024 business-type total revenues increased by \$1,888,095 or 3.53%; the various revenue components are discussed in detail in the following paragraphs.

- The liquor fund 2024 charges for services stayed relatively consistent due to all four stores operating for the full 12 months in 2023 and 2024. The 2024 cost of goods sold as a percentage of sales were 72.1%, compared to 72.7% in 2023.
- The overall utility revenue charges for services decreased by \$1,428,022. This overall decrease is represented by a water revenue decrease of \$2,275,571, sanitary sewer revenue increase of \$633,387, streetlight revenue increase of \$66,069, and environmental resources revenue increase of \$148,093. The decrease in water and increase in sanitary sewer are due to customer consumption because of changes in weather patterns, rate increases, and change in the number of customers. The streetlight and environmental resources funds increases are due to an increase in customers.
- Investment earnings increased \$45,518. The increase is the combination of increased earnings and changes in investment asset values which are inversely related to the changes in market rates.

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

- The utility fund experienced a total increase of \$4,127,029 in capital contributions. The majority of the increase is derived from water and sanitary sewer contributed from developer improvement projects (greater number of contributions during 2024). City improvement project infrastructure assets of \$1,264,516 were contributed to the utility fund which is within the net transfer in amount of \$892,503 on the Statement of Activities. The total amount of contributed infrastructure assets received by the utility fund varies yearly.

The City's 2024 business-type total expenses decreased by \$986,844 or 2.2% as follows:

	Increase (Decrease) from 2023		
	Liquor Fund	Utility Fund	Total
<u>Business-type activities expenses</u>			
Cost of Goods Sold	\$ (143,610)	\$ -	\$ (143,610)
Personnel services	(180,513)	(76,612)	(257,125)
Commodities	(38,776)	(35,376)	(74,152)
Other charges and services	(114,286)	(1,485,536)	(1,599,822)
Sanitary sewage treatment and disposal	-	315,535	315,535
Depreciation on capital assets	41,648	696,775	738,423
Interest, fiscal charges, bond premium (net)	(3,035)	(12,749)	(15,784)
Loss on Disposal of Capital Assets	69,896	(20,205)	49,691
Total Business-type Expenses	<u>\$ (368,676)</u>	<u>\$ (618,168)</u>	<u>\$ (986,844)</u>

- The liquor fund cost of goods sold decreased \$143,610 which is proportionate to the decrease in sales.
- Liquor fund personnel services expenses decreased \$180,513, while utility fund personnel services expenses decreased \$76,612. The liquor decrease was the result of staff restructuring. The utility decrease reflects the replacement of retiring employees with employees at the lower end of the pay grade .
- Utility fund other charges and services expenses decreased by \$1,485,536 while the liquor fund decreased by \$114,286. Water expenses decreased primarily due to a drop in major maintenance projects including, watermain repairs (costs to fix watermain breaks are not capitalizable). Sewer expenses increased due to higher sanitary sewer costs incurred on the annual street projects in 2024 as compared to 2023.
- The utility fund sanitary sewage treatment and disposal expenses increased by \$315,535 primarily due to the change in factors used by MCEs in their pass-through cost allocation to the City. The City's annual cost increased 6.2% to \$5,382,250 and the City's wastewater accounts for 1.91% of the total flow through the regional system.
- Utility fund depreciation increased 696,775 due to additional machinery, equipment and infrastructure assets that are depreciated in 2024 in comparison to 2023.

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Some funds are required statutorily while others are established internally to assist management in accounting for certain activities.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$128,104,741. Of this amount, \$68,639,377 or 53.6% of this combined ending fund balance constitutes fund balance that is available for spending at the government's discretion. Nonspendable fund balances of \$352,765 are amounts that are not in a spendable form, such as prepaid items and inventory. The remaining fund balance is restricted for (a) debt service of \$23,590,844, (b) capital acquisition of \$19,809,666, (c) Parks Bond Referendum of \$12,015,427, (d) public safety aid of \$3,156,649, and (e) other restricted purposes of \$540,013.

The general fund is the chief operating fund of the City. At the end of the current fiscal year, the fund balance was \$23,186,629, an increase from the prior year of \$813,632, resulting from \$737,498 of revenues over expenditures, net transfers out of \$11,998, and a change in supplies inventory of \$64,136.

The debt service fund balance increased by \$1,399,550 due to the related debt service fund revenues, bond issuance proceeds and net transfers in exceeding debt service requirements. Even though debt requirements exceeded property tax and special assessment revenues, transfers in of excess bond proceeds from improvement projects helped to offset this deficiency.

The capital project fund accounts for infrastructure reconstruction projects that require debt issuance for financing purposes, the accumulation and disbursement of funds for the construction or improvement of public buildings, the City's municipal state aid projects and financing, and various other capital activity. The activity of this fund fluctuates from year to year depending on the scope of the project, based on state aid allotments and projects completed, and based on the City's building improvement needs. The fund balance increased by \$3,589,859 due to the influx of bond proceeds in 2024.

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

General Fund Budgetary Highlights

With the exception of the police and arts center departments, all other general fund departments expended their 2024 budget appropriations at or below the final adopted budget. A schedule of revenues, expenditures and changes in fund balances – budgetary comparison is disclosed in the required supplemental information section of this report. A summary of general fund revenues, expenditures, other financing sources (uses), variance with final budget, and net change in fund balance is as follows:

	Budget As Originally Adopted	Final Budget	Actual	Variance with Final Budget
Revenues				
Property taxes	\$ 29,821,150	\$ 29,821,150	\$ 29,513,138	\$ (308,012)
Licenses and permits	3,262,810	2,962,810	3,052,954	90,144
Intergovernmental	1,596,841	1,904,208	2,172,655	268,447
Charges for services	3,059,510	3,224,220	3,870,497	646,277
Special assessments	-	-	9,321	9,321
Fines	240,000	240,000	222,790	(17,210)
Interest income	311,190	611,190	470,764	(140,426)
Change in value of investments	-	-	398,037	398,037
Donations	45,200	45,200	76,290	31,090
Miscellaneous	38,884	61,284	80,841	19,557
Total revenues	<u>38,375,585</u>	<u>38,870,062</u>	<u>39,867,287</u>	<u>997,225</u>
Expenditures				
Personnel services	30,448,662	30,094,373	29,675,508	(418,865)
Commodities	2,372,867	2,356,432	2,127,178	(229,254)
Other charges and services	7,822,296	7,865,334	7,235,048	(630,286)
Capital outlay	71,745	81,745	92,055	10,310
Other	250,000	-	-	-
Total expenditures	<u>40,965,570</u>	<u>40,397,884</u>	<u>39,129,789</u>	<u>(1,268,095)</u>
Other financing sources (uses)	<u>1,061,571</u>	<u>11,998</u>	<u>11,998</u>	<u>-</u>
Net change in fund balance	<u>\$ (1,528,414)</u>	<u>\$ (1,515,824)</u>	<u>\$ 749,496</u>	<u>\$ 2,265,320</u>

The 2024 actual general fund revenues were over the final budget by \$997,225 and expenditures were under final adopted budget by \$1,268,095. Other financing sources (uses) came in at the final budgeted amount. The general fund actual net change in fund balance surpassed final budget by \$2,265,320.

The General Fund budget was amended to reflect higher state aid grants, program and investment revenues, while building permit revenues were reduced due to lower-than-expected projections. Expenditures were adjusted for personnel contingency allocation, additional recreation and arts programs, election services, and timing shifts in professional services.

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

The following is a brief summary explanation of the various budgets to actual variances for revenues:

- Property taxes were lower than anticipated by \$308,012 due in part to slightly lower than anticipated current tax collection rates and moderately lower than expected delinquent tax collections. All delinquent taxes are recorded in the General Fund and the other funds receive 100 percent of their current levy.
- Licenses and permits exceeded estimates by \$90,144 due to change in the mix of building permits from single family to multi-family homes. The number of residential building permits budgeted were 300 compared to 285 actual. Permits for townhomes were budgeted at 140 units compared to 149 actual units.
- Intergovernmental revenues exceeded estimates by \$268,447 mainly due to the City's receipt of \$131,962 in state aid contributions to PERA, federal grants of \$53,869 and state grants of \$91,699.
- Charges for services experienced a variance of \$646,277 mainly due to engineering-related services with developer construction administration.
- Fines were less than final budgeted amounts by \$17,210.
- Interest income and the change in value of investments were higher than the final budget amount by \$257,611 due to favorable market conditions. The City's Management employs prudent investment practices and cash management techniques to maximize investment income while protecting the City's treasury. Investments are typically held to maturity.
- Donations and miscellaneous revenues experienced positive variances of \$31,090 and \$19,557, respectively.

The following is a brief summary explanation of the various budgets to actual variances for expenditures:

- Personnel costs including benefits were \$418,865 below budget estimates due to vacancies in inspections and construction services as well as employee transition costs in community development.
- Commodities were \$229,254 under budget due to reduced maintenance supplies, snow/ice control materials, and street signs.
- Other charges and services were \$630,286 below budget which is attributed to several factors. Departments under budget in this area saved costs due to either internal staff handling the services, or reduced service needs from lower development activity.
- Capital outlay was \$10,310 over budget costs incurred for the Arts Board Grant awarded in late 2023.

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

Capital Asset and Debt Administration

Capital assets. The City's capital assets for governmental and business-type activities as of December 31, 2024 are \$598 million (net of accumulated depreciation and amortization). This amount represents an increase (including additions, deletions, and depreciation and amortization) of approximately \$19 million from 2023.

The net investment in capital assets including land, historical treasures, buildings, machinery and equipment, other improvements, infrastructure, and construction in process is shown as follows:

Capital Assets at Year-End
(Net of Accumulated Depreciation)

	Governmental Activities	Business-Type Activities	Total
Land	\$ 37,683,547	\$ 3,672,969	\$ 41,356,516
Historical treasures	218,700	-	218,700
Construction in process	14,128,422	37,894	14,166,316
Buildings and improvements	77,751,280	34,490,655	112,241,935
Machinery and equipment	31,499,293	9,071,740	40,571,033
Other improvements	22,782,454	-	22,782,454
Right-to-use assets - buildings	-	3,989,676	3,989,676
Infrastructure			
Streets	240,482,212	-	240,482,212
Storm sewer	144,176,648	-	144,176,648
Parks	45,799,613	-	45,799,613
Environmental resources	-	563,963	563,963
Water	-	156,657,556	156,657,556
Sanitary sewer	-	106,933,457	106,933,457
 Total Capital Assets	 614,522,169	 315,417,910	 929,940,079
 Less: Accumulated Depreciation/ Amortization	 (227,039,593)	 (104,403,111)	 (331,442,704)
 Total Capital Assets, Net	 <u>\$ 387,482,576</u>	 <u>\$ 211,014,799</u>	 <u>\$ 598,497,375</u>

The City's 2024 amended budget provides funding for \$65.6 million in infrastructure capital assets, public building improvements and upgrades, equipment capital assets such as vehicle replacements for public safety and public works, and technology equipment. Refer to Note 3 – *Capital Assets*, of the Notes to Basic Financial Statements for additional information.

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

Debt administration. At the end of the current fiscal year, the City of Lakeville had total bonded debt and long-term lease liabilities outstanding of \$158.497 million, which is a net increase of \$8.363 million compared to the prior year. The increase is due to the issuance of the \$21.53 million 2024A General Obligation bonds exceeding payments on existing bonded debt.

The City manages its debt structure by utilizing approaches that take full advantage of its financial position, revenue trends, and conditions in municipal bond markets. Refer to Note 5 – *Long-Term Liabilities*, of the Notes to Basic Financial Statements for additional information about the City's governmental and business-type long-term debt activity.

The City's outstanding bonded obligation debt as of December 31, 2024 is shown as follows:

Outstanding Debt Bonds and Leases Payable				
	Balance January 1	Issued	Redeemed	Balance December 31
Governmental Activities				
G.O. bonds				
General obligation bonds	\$ 53,025,000	\$ 15,075,000	\$ 3,525,000	\$ 64,575,000
G.O. improvement	57,630,000	6,455,000	6,285,000	57,800,000
State-aid street revenue	3,470,000	-	210,000	3,260,000
Water revenue	5,590,000	-	465,000	5,125,000
Tax abatement	17,310,000	-	1,020,000	16,290,000
Total governmental activities	137,025,000	21,530,000	11,505,000	147,050,000
Business-Type Activities				
Water revenue	8,380,000	-	965,000	7,415,000
Sewer revenue	135,000	-	65,000	70,000
Street light revenue	145,000	-	45,000	100,000
Financed purchase arrangement	1,075,000	-	260,000	815,000
Lease liability	3,374,280	-	327,201	3,047,079
Total business-type activities	13,109,280	-	1,662,201	11,447,079
 Total bonds payable	 \$ 150,134,280	 \$ 21,530,000	 \$ 13,167,201	 \$ 158,497,079

Credit Rating

The City of Lakeville's general obligation bond rating as of December 31, 2024 is "Aaa" as rated by Moody's Ratings. On May 31, 2024 Moody's Ratings affirmed the city's Aaa issuer rating, Aaa GOULT (General Obligation Unlimited Tax) ratings, and Aa2 lease revenue rating. Moody's Ratings' May 2024 Credit Opinion summary stated "The City of Lakeville benefits from a growing economy in the Twin Cities metro area with very strong resident income, a robust financial position and low fixed-costs. Leverage will likely remain moderate despite some future capital needs."

**CITY OF LAKEVILLE
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2024**

State statutes limit the amount of general obligation debt a Minnesota city may issue to 3% of total assessor's taxable market valuation. The City has \$73,548,737 of net bonded debt, which is subject to the \$376,398,316 current debt limitation, thereby resulting in a legal debt margin of \$302,849,579. Refer to the Statistical Section of this report for a detailed computation of the City's legal debt margin.

Economic Conditions and Next Year's Budget

The City of Lakeville remains one of the top growth cities in the Minnesota twin city metro area. The trend for building permit activity for single family homes is steady and increased from last year. The building permits for single family homes/detached townhomes increased from 367 in 2023 compared to 385 permits in 2025. The budget and five-year capital improvement plan are premised on the assumption growth will continue at a subdued level for the foreseeable future.

The adopted 2025 budget meets the city's growing program and service levels, adding 16 new positions - 15 full-time firefighters (funded by a new SAFER grant) and one police officer. The 2025 budget uses no reserves for one-time or long-term purchases, despite allowance of such under the city's Fund Balance policy. The 2025 budget supports the Envision Lakeville Vision Plan by investing in technology, strategic partnerships, infrastructure, and staffing to enhance efficiency, foster development, and meet community expectations.

Requests for Information

This financial report is designed to provide a general overview of the City of Lakeville's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be directed to the City of Lakeville Finance Department at 20195 Holyoke Avenue, Lakeville, Minnesota 55044, (952) 985-4400, or email request to jstahl@lakevillemn.gov.

BASIC FINANCIAL STATEMENTS

**CITY OF LAKEVILLE
STATEMENT OF NET POSITION
DECEMBER 31, 2024**

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments	\$ 138,747,612	\$ 33,531,434	\$ 172,279,046
Receivables	32,251,235	6,323,961	38,575,196
Internal balances	(251,813)	251,813	-
Inventories	308,206	2,415,487	2,723,693
Prepaid items	44,559	14,414	58,973
Restricted assets (temporarily):			
Investments held by trustee	272	-	272
Net pension asset - fire relief	4,402,307	-	4,402,307
Capital assets:			
Nondepreciable	52,030,669	3,710,863	55,741,532
Depreciable, net	335,451,907	207,303,936	542,755,843
Total capital assets	<u>387,482,576</u>	<u>211,014,799</u>	<u>598,497,375</u>
 Total assets	 562,984,954	 253,551,908	 816,536,862
DEFERRED OUTFLOWS OF RESOURCES			
OPEB related deferments	255,376	52,990	308,366
Pension plan deferments - PERA	14,611,361	437,963	15,049,324
Pension plan deferments - fire relief	205,825	-	205,825
 Total deferred outflows of resources	 15,072,562	 490,953	 15,563,515
LIABILITIES			
Salaries, accounts, contracts, and deposits payable	13,515,523	1,421,073	14,936,596
Accrued interest	2,464,515	122,029	2,586,544
Unearned revenue	340,325	107,800	448,125
Noncurrent liabilities:			
Net pension liability - PERA due in more than one year	13,086,392	1,706,150	14,792,542
Total OPEB Liability due within one year	38,437	6,345	44,782
Total OPEB Liability due in more than one year	955,227	199,838	1,155,065
Other long-term liabilities due within one year	15,508,292	2,161,743	17,670,035
Other long-term liabilities due in more than one year	152,231,365	10,474,742	162,706,107
 Total liabilities	 198,140,076	 16,199,720	 214,339,796
DEFERRED INFLOWS OF RESOURCES			
Deferred gain on refunding	844,291	-	844,291
Leases	8,124,692	-	8,124,692
OPEB-related deferments	411,731	85,434	497,165
Pension plan deferments - PERA	18,445,405	1,294,954	19,740,359
Pension plan deferments - fire relief	1,837,693	-	1,837,693
 Total deferred inflows of resources	 29,663,812	 1,380,388	 31,044,200
NET POSITION			
Net investment in capital assets	259,538,899	199,011,990	458,550,889
Restricted for:			
Special purposes	429,105	-	429,105
Debt service	33,709,823	-	33,709,823
Capital acquisition	30,317,533	-	30,317,533
Public safety	3,156,649	-	3,156,649
Opioid remediation activities	414,682	-	414,682
Fire relief pensions	4,402,307	-	4,402,307
Unrestricted	18,284,630	37,450,763	55,735,393
 Total Net Position	 <u>\$ 350,253,628</u>	 <u>\$ 236,462,753</u>	 <u>\$ 586,716,381</u>

See accompanying Notes to Basic Financial Statements.

**CITY OF LAKEVILLE
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2024**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		
					Governmental Activities	Business-Type Activities	Total
Primary Government:							
Governmental Activities:							
General government	\$ 9,524,931	\$ 7,452,928	\$ 175,668	\$ 380,326	\$ (1,516,009)	\$ -	\$ (1,516,009)
Public safety	21,818,556	819,342	1,823,715	-	(19,175,499)	-	(19,175,499)
Public works	27,274,347	5,774,455	249,629	18,802,885	(2,447,378)	-	(2,447,378)
Parks and recreation	11,644,154	4,796,412	119,004	295,363	(6,433,375)	-	(6,433,375)
Interest on long-term debt	3,535,602	-	-	-	(3,535,602)	-	(3,535,602)
Total-governmental activities	73,797,590	18,843,137	2,368,016	19,478,574	(33,107,863)	-	(33,107,863)
Business-Type Activities:							
Liquor	21,357,518	22,647,127	38,882	-	-	1,328,491	1,328,491
Utility	22,236,710	21,287,682	178,555	9,866,907	-	9,096,434	9,096,434
Total Business-Type Activities	43,594,228	43,934,809	217,437	9,866,907	-	10,424,925	10,424,925
Total Primary Government	<u>\$ 117,391,818</u>	<u>\$ 62,777,946</u>	<u>\$ 2,585,453</u>	<u>\$ 29,345,481</u>	(33,107,863)	10,424,925	(22,682,938)
General Revenues:							
Property taxes					44,289,880	-	44,289,880
Franchise taxes					531,252	-	531,252
Investment income					5,630,680	1,368,137	6,998,817
Transfers					892,503	(892,503)	-
Total general revenues and transfers					51,344,315	475,634	51,819,949
Change in Net Position					18,236,452	10,900,559	29,137,011
Net Position - Beginning of Year, As Originally Reported					332,017,176	221,210,035	553,227,211
Restatement (see Note 22)					-	4,352,159	4,352,159
Beginning of Year, as Restated					332,017,176	225,562,194	557,579,370
Net Position - End of Year					<u>\$ 350,253,628</u>	<u>\$ 236,462,753</u>	<u>\$ 586,716,381</u>

See accompanying Notes to Basic Financial Statements.

**CITY OF LAKEVILLE
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024**

ASSETS	General Fund	Debt Service Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Cash and investments	\$ 31,074,728	\$ 23,248,030	\$ 81,741,951	\$ 1,557,297	\$ 137,622,006
Investments held by trustee	-	272	-	-	272
Interest receivable	114,920	93,735	513,760	8,074	730,489
Taxes receivable	2,090,389	-	-	-	2,090,389
Accounts receivable	716,280	513,751	5,157,866	868,731	7,256,628
Due from other funds	-	-	187,445	-	187,445
Special assessments receivable	136,154	11,521,921	1,962,555	-	13,620,630
Leases and financed purchases receivable	40,292	815,000	8,491,666	-	9,346,958
Inventory	308,206	-	-	-	308,206
Prepaid items	44,559	-	-	-	44,559
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Assets	<u>\$ 34,525,528</u>	<u>\$ 36,192,709</u>	<u>\$ 98,055,243</u>	<u>\$ 2,434,102</u>	<u>\$ 171,207,582</u>
 LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE					
LIABILITIES					
Salaries payable	\$ 680,885	\$ -	\$ -	\$ 10,702	\$ 691,587
Accounts payable	1,090,053	18,370	3,295,099	2,724	4,406,246
Due to other funds	-	-	187,445	-	187,445
Deposits payable	8,228,705	-	184,777	-	8,413,482
Unearned revenue	190,325	-	150,000	-	340,325
Total Liabilities	<u>10,189,968</u>	<u>18,370</u>	<u>3,817,321</u>	<u>13,426</u>	<u>14,039,085</u>
 DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue - taxes	361,737	-	-	-	361,737
Unavailable revenue - special assessments	749,054	11,492,923	1,962,437	-	14,204,414
Leases and financed purchases	38,140	815,000	8,041,385	45,167	8,939,692
Unavailable revenue - other	-	275,572	4,543,377	738,964	5,557,913
Total Deferred Inflows of Resources	<u>1,148,931</u>	<u>12,583,495</u>	<u>14,547,199</u>	<u>784,131</u>	<u>29,063,756</u>
 FUND BALANCE					
Nonspendable	352,765	-	-	-	352,765
Restricted	1,850,000	23,590,844	33,131,742	540,013	59,112,599
Committed	-	-	46,874,760	1,096,532	47,971,292
Unassigned (Deficit)	20,983,864	-	(315,779)	-	20,668,085
Total Fund Balance	<u>23,186,629</u>	<u>23,590,844</u>	<u>79,690,723</u>	<u>1,636,545</u>	<u>128,104,741</u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	<u>\$ 34,525,528</u>	<u>\$ 36,192,709</u>	<u>\$ 98,055,243</u>	<u>\$ 2,434,102</u>	<u>\$ 171,207,582</u>

See accompanying Notes to Basic Financial Statements.

**CITY OF LAKEVILLE
RECONCILIATION OF THE BALANCE SHEET TO THE
STATEMENT OF NET POSITION
GOVERNMENTAL ACTIVITIES
DECEMBER 31, 2024**

Total Fund Balances for Governmental Funds		\$ 128,104,741
Total net position reported for governmental activities in the statement of net position is different because:		
Capital assets used in governmental funds are not financial resources and, therefore, are not reported in the funds. Those assets consist of:		
Governmental capital assets	\$ 614,522,169	
Less: Accumulated depreciation and amortization	<u>(227,039,593)</u>	387,482,576
Net pension assets are only recorded in the government-wide financial statements as they are not current financial resources to governmental funds.		4,402,307
Long-term liabilities are not payable with current financial resources and, therefore, are not reported in the governmental funds.		
Bonds	(147,050,000)	
Accrued interest	(2,464,515)	
Loan	(2,956,795)	
Note Payable	(5,174,148)	
Unamortized bond premium	(8,707,323)	
Deferred gain on refunding	<u>(844,291)</u>	(167,197,072)
The City's net pension liability and related and deferred inflows and deferred outflows are recorded only on the statement of net position. Balances at year-end are:		
Net pension liability	(13,086,392)	
Deferred inflows of resources	(20,283,098)	
Deferred outflows of resources	<u>14,817,186</u>	(18,552,304)
Total OPEB liabilities are not payable with current financial resources and, therefore, are not reported in the governmental funds.		(993,664)
OPEB related deferred outflows of resources are recorded only on the statement of net position.		255,376
OPEB related deferred inflows of resources are recorded only on the statement of net position.		(411,731)
Deferred inflows of resources related to unavailable revenue in governmental funds are susceptible to full accrual on the government-wide statements.		20,124,064
The City uses an internal service fund to charge the cost of insurance activities and compensated absences to individual funds. A portion of the assets and liabilities of the municipal reserves fund and compensated absences fund are included in governmental activities in the Statement of Net Position.		<u>(2,960,665)</u>
Total Net Position of Governmental Activities		<u><u>\$ 350,253,628</u></u>

See accompanying Notes to Basic Financial Statements.

CITY OF LAKEVILLE
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2024

	General Fund	Debt Service Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Totals
REVENUE					
Property taxes	\$ 29,513,138	\$ 11,537,150	\$ 2,550,000	\$ -	\$ 43,600,288
Tax increment	-	-	729,439	-	729,439
Licenses and permits	3,052,954	-	-	-	3,052,954
Franchise Taxes	-	-	-	531,252	531,252
Intergovernmental	2,172,655	60,572	1,521,762	230,207	3,985,196
Charges for services	3,870,497	551,961	10,000,847	38,548	14,461,853
Special assessments	9,321	2,528,375	408,289	-	2,945,985
Fines	222,790	-	-	-	222,790
Interest income	470,764	388,847	2,501,284	33,059	3,393,954
Change in fair value of investments	398,037	324,740	1,485,978	27,971	2,236,726
Donations	76,290	-	257,643	-	333,933
Miscellaneous	80,841	-	568,693	187,148	836,682
Total Revenue	39,867,287	15,391,645	20,023,935	1,048,185	76,331,052
EXPENDITURES					
Current:					
General government	7,863,312	-	-	720,193	8,583,505
Public safety	19,567,238	-	-	-	19,567,238
Public works	5,611,535	-	-	-	5,611,535
Parks and recreation	5,995,649	-	-	-	5,995,649
Capital Outlay:					
General government	36,772	-	1,536,581	24,858	1,598,211
Public safety	-	-	2,271,694	-	2,271,694
Public works	2,259	-	18,403,391	-	18,405,650
Parks and recreation	53,024	-	12,453,396	-	12,506,420
Debt Service:					
Principal bond maturities	-	11,505,000	5,659,120	-	17,164,120
Interest on debt	-	4,936,874	-	-	4,936,874
Fiscal charges	-	33,630	75,547	-	109,177
Total Expenditures	39,129,789	16,475,504	40,399,729	745,051	96,750,073
EXCESS (DEFICIENCY) OF REVENUE OVER (UNDER) EXPENDITURES	737,498	(1,083,859)	(20,375,794)	303,134	(20,419,021)
OTHER FINANCE SOURCES (USES)					
Issuance of bonds and other debt	-	530,802	21,764,990	-	22,295,792
Premium on issued debt	-	-	1,389,304	-	1,389,304
Proceeds from the sale of capital assets	-	-	414,647	-	414,647
Transfers in from other funds	226,998	1,952,607	1,075,300	-	3,254,905
Transfers out to other funds	(215,000)	-	(678,588)	(204,298)	(1,097,886)
Total Other Finance Sources (Uses)	11,998	2,483,409	23,965,653	(204,298)	26,256,762
NET CHANGE IN FUND BALANCES	749,496	1,399,550	3,589,859	98,836	5,837,741
FUND BALANCES					
Beginning of Year, as previously reported	22,372,997	22,191,294	76,100,864	1,537,709	122,202,864
Change in Supplies - Inventory	64,136	-	-	-	64,136
End of Year	\$ 23,186,629	\$ 23,590,844	\$ 79,690,723	\$ 1,636,545	\$ 128,104,741

See accompanying Notes to Basic Financial Statements.

CITY OF LAKEVILLE

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES

YEAR ENDED DECEMBER 31, 2024

Net Change in Fund Balances-Total Governmental Funds \$ 5,837,741

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures while the government-wide statement of activities reports depreciation expense to allocate those expenditures over the life of the assets. As a result, fund balance decreases by the amount of financial resources expended, whereas net position decreases by the amount of depreciation expense charged for the year. This is the amount by which depreciation expense exceeded capital outlay.

Capital outlay	\$ 25,798,130	
Capital contributed by developer	11,527,671	
Depreciation expense	<u>(22,223,467)</u>	15,102,334

In the government-wide statement of activities, only the gain or loss on the sale of capital assets is reported, whereas in the governmental funds, the proceeds from the sales increases financial resources. Thus, the change in net position differs from the change in fund balance by the net book value of the capital assets disposed of. (687,646)

Governmental funds report inventory related to snow removing chemicals as an expenditure at the time of purchase rather than when it is consumed. The change in supplies is shown as a direct adjustment to fund balance. On the government-wide statement of activities, inventories are shown as an expenditure when consumed. As a result, the change in net position must be adjusted by the change in supplies. 64,136

Revenues in the government-wide statement of activities that do not provide current financial resources are not reported as revenues in the governmental funds.

Deferred inflows of resources - December 31, 2023	(16,844,233)	
Deferred inflows of resources - December 31, 2024	<u>20,124,064</u>	3,279,831

Bond proceeds are reported as other financing sources in governmental funds and thus contribute to the increase in fund balance. Bond and loan principal maturities are reported as expenditures in governmental funds thus reducing fund balance. In the government-wide statements, however, issuing debt increases long-term liabilities while debt repayment reduces long-term liabilities thus affecting the statement of activities.

Bond and loan proceeds	(22,295,792)	
Bond and loan principal maturities	<u>17,164,120</u>	(5,131,672)

Governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas material amounts are deferred and amortized in the statement of activities.

Change in accrued interest payable	(371,867)	
Premium on bonds issued in the current year	(1,389,304)	
Amortization of deferred gain on refunding	163,152	
Amortization of debt premiums/discounts	<u>1,719,164</u>	121,145

In the statement of activities, certain operating expenses and other postemployment benefit expenses - are measured by amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (and amounts actually paid). (64,088)

Pension expenditures in the governmental funds are measured by current year employer contributions. Pension expenses on the statement of activities are measured by the change in the net pension liability(asset) and the related deferred inflows and outflows of resources. (272,178)

Internal service funds are used by management to charge the costs of certain activities, such as insurance, to individual funds. This amount represents a portion of the change in net position of the internal service fund, which are reported in with the governmental activities. (13,151)

Change in Net Position of Governmental Activities \$ 18,236,452

See accompanying Notes to Basic Financial Statements.

**CITY OF LAKEVILLE
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2024**

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	Business-type Activities - Enterprise Funds			Governmental Activities - Internal Service Funds
	Liquor	Utility	Totals	
CURRENT ASSETS				
Cash and investments	\$ 3,627,065	\$ 29,904,369	\$ 33,531,434	\$ 1,125,606
Interest receivable	16,723	164,272	180,995	6,379
Accounts receivable	-	6,142,966	6,142,966	14,762
Inventory	2,085,150	330,337	2,415,487	-
Prepaid expenses	-	14,414	14,414	-
Total current assets	5,728,938	36,556,358	42,285,296	1,146,747
NONCURRENT ASSETS				
Capital assets:				
Land	3,087,882	585,087	3,672,969	-
Construction in progress	-	37,894	37,894	-
Buildings and improvements	8,256,341	26,234,314	34,490,655	-
Machinery and equipment	765,513	8,306,227	9,071,740	-
Infrastructure	-	264,154,976	264,154,976	-
Right-to-use lease asset	3,989,676	-	3,989,676	-
Accumulated depreciation / amortization	(2,492,837)	(101,910,274)	(104,403,111)	-
Net capital assets	13,606,575	197,408,224	211,014,799	-
Total noncurrent assets	13,606,575	197,408,224	211,014,799	-
Total assets	19,335,513	233,964,582	253,300,095	1,146,747
DEFERRED OUTFLOWS OF RESOURCES				
Pension plan deferments - PERA	215,432	222,531	437,963	-
OPEB related deferments	26,753	26,237	52,990	-
Total deferred outflows of resources	242,185	248,768	490,953	-
Total Assets and Deferred Outflows of Resources	\$ 19,577,698	\$ 234,213,350	\$ 253,791,048	\$ 1,146,747
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION				
CURRENT LIABILITIES				
Salaries payable	\$ 58,688	\$ 58,871	\$ 117,559	\$ -
Accounts payable	761,995	486,909	1,248,904	4,208
Accrued interest payable	2,929	119,100	122,029	-
Deposits payable	44,710	9,900	54,610	-
Accrued compensated absences	136,006	295,431	431,437	2,598,292
Unearned revenue	-	107,800	107,800	-
Total OPEB liability due within one year	2,537.00	3,808.00	6,345	-
Lease liability and financed purchase payable - current	600,306	-	600,306	-
Long-term debt - current	-	1,130,000	1,130,000	-
Total current liabilities	1,607,171	2,211,819	3,818,990	2,602,500
NONCURRENT LIABILITIES				
Accrued compensated absences	103,109	99,130	202,239	1,253,099
Net pension liability - PERA due in more than one year	839,250	866,900	1,706,150	-
Total OPEB liability	101,559	98,279	199,838	-
Lease liability and financed purchase payable	3,261,773	-	3,261,773	-
Long-term debt	-	7,010,730	7,010,730	-
Total noncurrent liabilities	4,305,691	8,075,039	12,380,730	1,253,099
Total liabilities	5,912,862	10,286,858	16,199,720	3,855,599
DEFERRED INFLOWS OF RESOURCES				
Pension plan deferments - PERA	636,984	657,970	1,294,954	-
OPEB related deferments	43,133	42,301	85,434	-
Total deferred inflows of resources	680,117	700,271	1,380,388	-
NET POSITION				
Net investment in capital assets	9,744,496	189,267,494	199,011,990	-
Unrestricted	3,240,223	33,958,727	37,198,950	(2,708,852)
Total net position	12,984,719	223,226,221	236,210,940	(2,708,852)
Total Liabilities, Deferred Inflows of Resources, and Net Position	\$ 19,577,698	\$ 234,213,350	253,791,048	\$ 1,146,747

Explanation of difference between Enterprise Funds, Statement of Net Position, and government-wide Statement of Net Position:
The City uses an internal service fund to charge the cost of its insurance activities to individual funds. This amount consists of the necessary adjustments to reflect the consolidation of internal service fund activities:
Net position of business-type activities

251,813
\$ 236,462,753

See accompanying Notes to Basic Financial Statements.

CITY OF LAKEVILLE
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2024

	Business-type Activities - Enterprise Funds			Governmental Activities - Internal Service Funds
	Liquor	Utility	Total	
OPERATING REVENUE				
Sales	\$ 22,647,127	\$ -	\$ 22,647,127	\$ -
Cost of sales	(16,331,345)	-	(16,331,345)	-
User charges	-	20,775,952	20,775,952	706,522
Other	-	511,730	511,730	316,592
Total operating revenue	6,315,782	21,287,682	27,603,464	1,023,114
OPERATING EXPENSES				
Personnel services	3,004,329	3,394,000	6,398,329	289,838
Commodities	72,674	810,494	883,168	-
Other charges and services	1,162,484	5,911,604	7,074,088	669,167
Disposal charges	-	5,382,250	5,382,250	-
Depreciation and amortization	715,458	6,703,894	7,419,352	-
Total operating expenses	4,954,945	22,202,242	27,157,187	959,005
OPERATING INCOME	1,360,837	(914,560)	446,277	64,109
NONOPERATING REVENUE (EXPENSES)				
Intergovernmental - grants	38,882	178,555	217,437	-
Interest Income	68,472	672,633	741,105	26,119
Change in Fair Value of Investments	57,932	569,100	627,032	6,745
Interest, fiscal charges, bond premium (net)	(36,572)	(120,540)	(157,112)	-
Disposal of capital assets	(69,896)	11,188	(58,708)	-
Total nonoperating revenue (expenses)	58,818	1,310,936	1,369,754	32,864
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	1,419,655	396,376	1,816,031	96,973
Contributed capital from developers	35,462	9,831,445	9,866,907	-
Contributed capital from governmental activities	-	1,264,516	1,264,516	-
Transfers to other funds	(1,339,950)	(817,069)	(2,157,019)	-
Total Contributions and Transfers	(1,304,488)	10,278,892	8,974,404	-
CHANGE IN NET POSITION	115,167	10,675,268	10,790,435	96,973
NET POSITION				
Beginning of Year, As Originally Reported	12,869,552	208,198,794		(2,805,825)
Restatement, see Note 22	-	4,352,159		-
Beginning of Year, as Restated	12,869,552	212,550,953		(2,805,825)
End of Year	\$ 12,984,719	\$ 223,226,221		\$ (2,708,852)

Explanation of difference between Proprietary Funds Statement of Revenue,
Expenses, and Changes in Fund Net Position and the Statement of Activities:

The City uses an internal service fund to charge the cost of its insurance activities
to individual funds. This amount represents the income that has been allocated
back to the business-type activities in the government-wide Statement of
Activities that is attributable to the City's business-type activities:

Change in net Position of business-type activities	110,124
	<u>\$ 10,900,559</u>

See accompanying Notes to Basic Financial Statements.

**CITY OF LAKEVILLE
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2024**

	Business-type Activities - Enterprise Funds			Governmental Activities - Internal Service Funds
	Liquor	Utility	Total	
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received from customers	\$ 22,654,464	\$ 20,436,711	\$ 43,091,175	\$ -
Cash received from general service charges	-	-	-	1,010,825
Cash paid to suppliers	(17,856,217)	(12,417,340)	(30,273,557)	(736,878)
Cash paid to and for employees	(3,017,781)	(3,546,117)	(6,563,898)	(226,296)
Net Cash Provided (Used) by Operating Activities	1,780,466	4,473,254	6,253,720	47,651
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Intergovernmental - grant	38,882	178,555	217,437	-
Transfers to other funds	(1,339,950)	(817,069)	(2,157,019)	-
Net Cash Provided (Used) by Noncapital Financing Activities	(1,301,068)	(638,514)	(1,939,582)	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition and construction of capital assets	(195,986)	(900,179)	(1,096,165)	-
Proceeds from sale of capital assets	13,500	23,446	36,946	-
Interest and fiscal charges	(36,829)	27,947	(8,882)	-
Principal maturities	(587,201)	(1,415,710)	(2,002,911)	-
Net Cash Used by Capital and Related Financing Activities	(806,516)	(2,264,496)	(3,071,012)	-
CASH FLOWS FROM INVESTING ACTIVITIES				
Investment income received	130,908	1,183,771	1,314,679	30,007
NET INCREASE IN CASH AND CASH EQUIVALENTS	(196,210)	2,754,015	2,557,805	77,658
Cash and Cash Equivalents - Beginning of the Year	3,823,275	27,150,354	30,973,629	1,047,948
CASH AND CASH EQUIVALENTS - END OF THE YEAR	<u>\$ 3,627,065</u>	<u>\$ 29,904,369</u>	<u>\$ 33,531,434</u>	<u>\$ 1,125,606</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating Income (Loss)	\$ 1,360,837	\$ (914,560)	\$ 446,277	\$ 64,109
Adjustments:				
Depreciation expense	715,458	6,703,894	7,419,352	-
(Increase) decrease in assets and deferred outflows:				
Accounts receivable	3,580	(858,601)	(855,021)	(12,289)
Inventory	218,557	67,794	286,351	-
Prepaid expenses	-	(4,414)	(4,414)	-
Pension-related deferred outflows	203,460	255,559	459,019	-
OPEB-related deferred outflows	823	4,333	5,156	-
Increase (decrease) in liabilities and deferred inflows:				
Salaries payable	14,582	10,684	25,266	-
Accounts payable	(508,271)	(376,372)	(884,643)	(67,711)
Unearned revenue	-	107,800	107,800	-
Deposits payable	3,757	(100,170)	(96,413)	-
Accrued compensated absences	22,576	47,266	69,842	63,542
Net pension liability	(479,299)	(637,983)	(1,117,282)	-
Pension-related deferred inflows	217,188	178,850	396,038	-
OPEB-related deferred inflows	(5,523)	(11,638)	(17,161)	-
Total OPEB liability	12,741	812	13,553	-
Net Cash Provided (Used) by Operating Activities	<u>\$ 1,780,466</u>	<u>\$ 4,473,254</u>	<u>\$ 6,253,720</u>	<u>\$ 47,651</u>
Supplemental schedule of noncash financing activities:				
The City assumes ownership of utility capital assets from governmental projects and land developers. Capital assets assumed were as follows:	\$ -	\$ 4,352,159	\$ 4,352,159	\$ -
Amortization of Bond Premiums	-	(170,355)	(170,355)	-
	<u>\$ -</u>	<u>\$ 4,181,804</u>	<u>\$ 4,181,804</u>	<u>\$ -</u>

See accompanying Notes to Basic Financial Statements.

**CITY OF LAKEVILLE
STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUND
DECEMBER 31, 2024**

	Custodial Fund
ASSETS	
Cash and investments	\$ 18,050
Accounts receivable	4,493
Total assets	<u>22,543</u>
LIABILITIES	
Accounts payable	<u>2,641</u>
Total liabilities	<u>2,641</u>
NET POSITION	
Restricted for:	
Individuals, organizations, and other governments	<u><u>\$ 19,902</u></u>

See accompanying Notes to Basic Financial Statements.

**CITY OF LAKEVILLE
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUND
YEAR ENDED DECEMBER 31, 2024**

	Custodial Fund
ADDITIONS	
Contributions	\$ 18,930
DEDUCTIONS	
Payments to vendors	<u>21,037</u>
NET DECREASE IN FIDUCIARY NET POSITION	(2,107)
Fiduciary net position - beginning of year	<u>22,009</u>
FIDUCIARY NET POSITION - END OF YEAR	<u><u>\$ 19,902</u></u>

See accompanying Notes to Basic Financial Statements.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization

The City of Lakeville, Minnesota (the City) operates under the "Optional Plan A" form of government as defined in Minnesota Statutes. The Statutes prescribe a Mayor-Council form of organization. The City provides the following services: public safety, highways and streets, water and sanitary sewer, public improvements, planning and zoning, culture-recreation, and general administration.

The basic financial statements of the City of Lakeville have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The City's more significant accounting policies are described below.

B. Reporting Entity

The City of Lakeville is a municipal corporation governed by an elected mayor and a four-member council. In accordance with GASB standards, these financial statements represent the City of Lakeville and its sole component unit. The City includes all funds, organizations, agencies, departments, and offices that are not legally separate from such. Component units are legally separate organizations for which the elected officials of the City are financially accountable and are included within the basic financial statements of the City based on the nature and the significance of their operational or financial relationships with the City.

The City has considered all potential units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board (GASB) has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body, and (1) the ability of the primary government to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the primary government. Based upon the application of these criteria, the City has the following component units:

Blended Component Unit

The Housing and Redevelopment Authority (HRA) of Lakeville, Minnesota was created by the City to provide housing and redevelopment assistance to its citizens. The HRA provides this assistance through the administration of various programs. The HRA is governed by a five-member Board of Commissioners comprised of the City of Lakeville Council in accordance with Minnesota Statutes 469.003, Subdivision 6. Although it is legally separate from the City, the HRA is reported as if it were a part of the City (blended) because the City Council is also the HRA governing board. The Commissioners' terms of office coincide with those of the City Council member. The City Administrator serves as the HRA Executive Director. The operational responsibility for the HRA rests with management of the City.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Reporting Entity (Continued)

Blended Component Unit (Continued)

During fiscal year 2006, the HRA issued \$9,230,000 in Ice Arena Lease Revenue Bonds, Series 2006, to finance the construction of the single sheet Hasse ice arena facility. The Ice Arena Lease Revenue Bonds, Series 2006 were subsequently refunded in 2016. Debt service will be payable from equal lease payments to be made by the City pursuant to the lease agreement between the HRA and the City, and in conjunction with the joint powers agreement between the City and Independent School District No. 194. In 2017, the HRA issued \$2,255,000 in Lease Revenue Liquor Enterprise Refunding Bonds, Series 2017A, to refund the existing liquor revenue bonds through a purchase (and subsequent lease-back) of the liquor store land and building. Debt service will be payable from lease payments made by the City's liquor enterprise fund.

These HRA bond obligations are combined and presented separately in the debt service funds as debt supported by HRA lease revenue.

The HRA has not issued separate financial statements for the period ending December 31, 2024. Information of a nonfinancial matter regarding the HRA can be obtained at the City's Finance offices, located at 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

C. Government-Wide Financial Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements focus on the City as a whole (consolidation of the City, excluding fiduciary funds) while the fund financial statements focus on the major individual funds (reported as separate columns within the fund financial statements). Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds.

Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. In the government-wide statement of net position, both the governmental and business-type activities columns (a) are presented on a consolidated basis by column, and (b) are reflected, on a full accrual, economic resources measurement focus, which incorporates long-term assets, receivables, deferred inflows and outflows of resources as well as long-term debt and other obligations. The City generally first uses restricted assets for expenses incurred for which both restricted and unrestricted assets are available. The City may defer the use of restricted assets based on a review of the specific transaction.

The government-wide statement of activities reflects both the gross cost and the net cost per function category (general government, public safety, public works, and parks and recreation) which are otherwise being supported by both program and general revenues (charges for services, grants and contributions, property taxes, etc.). The statement of activities reduces gross expenses (including depreciation and amortization) by the related program revenues and operating/capital grants and contributions.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Government-Wide Financial Statements (Continued)

The program revenues must be directly associated with the function (general government, public safety, public works, and parks and recreation) or a business-type activity. Program revenues are derived directly from the program itself or from parties outside the City's taxpayers or citizenry, as a whole. The City does not allocate indirect expenses. The operating grants and contributions column includes operating-specific and discretionary grants while the capital grants and contributions column includes capital specific grants and contributions.

D. Fund Financial Statement Presentation

The governmental fund financial statements are presented using the current financial resources measurement focus and the modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. Since the governmental fund statements are presented using a measurement focus and basis of accounting different from that used in the government-wide statement's governmental column, a reconciliation is presented that briefly explains the adjustments necessary to reconcile ending net position and the change in net position.

Both the City as a whole and the City's major funds, including both governmental and enterprise funds, as well as a custodial fund, are presented utilizing the focus of the GASB Statement No. 34 reporting model. Each presentation provides valuable information that can be analyzed and compared (between years and between governments) to enhance the usefulness of the information.

In the fund financial statements, financial transactions and accounts of the City are organized on the basis of funds. The operation of each fund is considered to be an independent fiscal and separate accounting entity, with a self-balancing set of accounts recording cash and/or other financial resources together with all related liabilities, deferred inflows and outflows of resources and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

Major governmental funds - The City reports the following major governmental funds:

General fund – The general fund is the general operating fund of the City. It is used to account for all financial resources except for those required to be accounted for in another fund. This fund records revenues such as property taxes, licenses, and permits, intergovernmental revenues, charges for services, fines, and investment income. Most of the day-to-day operations of the City are financed from this fund.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Fund Financial Statement Presentation (Continued)

Debt service fund – This fund is used to account for the accumulation of resources that are restricted for the payment of long-term principal, interest, and related costs.

Capital projects fund – This fund accounts for the accumulation and disbursement of funds for major capital projects and facilities including the construction or improvement of public buildings, Minnesota Municipal State-aid funded street construction, and complex construction contracts that involve multiple financing resources from the City and other government entities.

Major enterprise funds – The City reports the following major proprietary funds:

Enterprise liquor fund – This fund is used to account for the retail operations of four off-sale liquor stores.

Enterprise utility fund – This fund is used to account for water, sanitary sewer, street lighting, and environmental resources services provided to City customers.

Other funds – The City reports the following other funds:

Internal service funds – The City has a Municipal Reserves internal service fund as well as a Compensated Leave internal service fund. The Municipal Reserves fund accounts for the City's risk management program relating to general liability, excess liability, property, workers compensation, and casualty insurance costs which are charged to other departments of the City. The Compensated Leave fund accounts for the accrued liability of employee benefits attributed to compensated leave. Funding was initially provided by transfers from the General Fund. Future revenue sources are charges to benefited programs and departments. Benefits paid to Enterprise Fund employees are accounted for in their respective funds. The Compensated Leave fund currently has a deficit net position, but the City supports reestablishing a Compensated Leave Fund for the purpose of funding the current liability for accrued leave hours due to those employees eligible to retire within the next five years as well as an estimated amount for a normal level of staff turnover, recognizing that even though this liability will be paid in the future, the liability was incurred to provide current services and should be funded with current revenues. Funding this liability can be phased in but the City will strive to meet this goal within three to five years.

Custodial fund – The custodial fund is used to record the receipt and remittance of monies held by the City on behalf of other legally separate entities.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Measurement Focus and Basis of Accounting

The accounting and reporting treatment applied to a fund is determined by its measurement focus. Funds are classified into three categories: Governmental, Proprietary, and Fiduciary. To provide an accurate cost measurement of individual activities in the fund financial statement consolidation process, the City's interfund activity relating to services provided by and used between functions has been removed from these statements; exceptions are for charges between the government's liquor and utility function and other functions of the government.

Governmental Funds:

Measurement focus: Governmental funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Reported fund balance is considered a measure of "available spendable resources." Governmental fund operating statements represent increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

Basis of accounting: Governmental funds are accounted for using the modified accrual basis of accounting. Their revenues are recognized when susceptible to accrual (i.e., when they become measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current fiscal year or soon enough thereafter to be used to pay liabilities of the current fiscal year. For this purpose, the City generally considers revenues to be available if collected within 60 days of year-end or if intergovernmental revenues related to a joint project venture with the county are considered to be available if collected within 181 days of year-end.

Revenues: Major revenues that are susceptible to accrual include property taxes, excluding delinquent taxes received over 60 days after current fiscal year-end; special assessments, intergovernmental revenue, excluding intergovernmental revenues related to a joint project venture with the county are considered revenue if collected within 181 days after current fiscal year-end; charges for services, investment income, and donations. Major revenues that are not susceptible to accrual (i.e., license and permit revenues, and miscellaneous revenues) are recorded when received because they are not measurable until collected.

Expenditures: Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred, except for principal and interest on long-term debt, other postemployment benefits, pension benefits and compensated absences which are recognized when due.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Measurement Focus and Basis of Accounting (Continued)

Proprietary and Fiduciary Funds:

Measurement focus: Proprietary funds and fiduciary funds are accounted for on a flow of economic resources measurement focus. This means that all assets, including capital assets, and all liabilities, including long-term liabilities, and deferred inflows and outflows of resources associated with fund activity are included on the statement of net position. Proprietary fund types statement of revenues, expenses, and changes in net position present increases (i.e., revenues) and decreases (i.e., expenses) in net total position.

Basis of accounting: Proprietary funds and fiduciary funds (including custodial funds) are accounted for using the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded at the time the liabilities are incurred. Unbilled utility service receivables are recorded at current fiscal year-end.

Operating versus nonoperating items: Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of the City's enterprise funds and internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation and amortization on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

F. Cash and Investments

Cash balances from all funds are combined and invested to the extent available in certificates of deposit, commercial paper, U.S. Government securities, and other securities authorized by state statutes. Earnings from such investments are allocated to the respective funds on the basis of applicable cash balance participation by each fund.

Cash and investments held by trustee represent in part the value of deposits that are required to be held in trust for various City obligations. These established escrow accounts will remain in effect until the terms and conditions of the obligations have been fulfilled. Earnings from such investments are allocated directly to the respective funds in which the assets are held.

G. Taxes Receivable

Property tax levies are set by the City Council in December each year and are certified to Dakota County for collection in the following year. Such taxes become a receivable of the City and become a lien on the respective property as of January 1. In Minnesota, most counties act as collection agents for all property taxes. Dakota County spreads the levies over all taxable property within the City of Lakeville.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Taxes Receivable (Continued)

Real and personal property taxes are payable in equal installments by property owners to Dakota County on May 15 and October 15 of each year. Dakota County remits these and delinquent collections to the City twice a year, in July and December. Unpaid taxes on December 31 are classified in the fund financial statements as delinquent taxes receivable.

Taxes receivable include the following components:

Unremitted – amounts collected by Dakota County but not yet remitted to the City by December 31.

Delinquent – amounts billed to property owners but not paid.

H. Special Assessments Receivable

Special assessments are levied against the benefited properties for the assessable costs of special assessment improvement projects in accordance with State Statutes. The City usually adopts the assessment rolls when construction contracts will be awarded for the individual projects. The City is obligated for the payment of special assessment debt not covered through the collection of special assessments from property owners. Any obligation by the City would be paid by property taxes. Special assessments are collectable over a term of years generally consistent with the term of years of the related bond issue. Collection of annual special assessment installments (including interest) is administered by Dakota County in the same manner as property taxes. Property owners are allowed to prepay total future installments without interest or prepayment penalties. As of December 31, 2024, the special assessment delinquent receivable was \$141,056 in the governmental funds and \$49,554 in the proprietary enterprise utility fund. Special assessments receivable includes the following components:

Unremitted – amounts collected by Dakota County but not yet remitted to the City by December 31.

Delinquent – amounts billed to property owners but not paid.

Deferred – assessment installments that will be billed to property owners in future years.

Other - assessments for which payment has been delayed based on state statutes or City Council action.

I. Inventory

Inventories are valued on a first-in, first-out method. The cost of inventories is recorded as expenses/expenditures when consumed rather than purchased except for, general fund inventory related to snow removing chemicals. These materials are recorded as an expenditure at the time of purchase rather than when it is consumed.

J. Prepaid Items

Payments made to vendors for services that will benefit periods beyond the current year are recorded as prepaid items. Prepaid items are also accounted for using the consumption method.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Unamortized Bond Premium and Bond Discount

In the governmental fund financial statements, bond premiums and discounts are recognized as other financing sources and uses, respectively in the current fiscal year. Bond discounts and bond premiums for the City's government-wide financial statements are deferred and amortized over the term of the bonds using the effective interest rate method. Unamortized bond premiums and discounts are included within the noncurrent liabilities due in more than one year of the City's government-wide statement of net position.

The enterprise utility fund includes a noncurrent liability for unamortized bond premium associated with the issuance of the water, sewer, and streetlight bonds of 2016-2021. The bond premium is amortized over the term of the bonds using the effective interest rate method.

L. Restricted Assets

The government-wide statement of Net Position "restricted assets (temporarily)" represents cash and investments, and investments held by trustee that have imposed restrictions placed on them by parties outside the government. These restricted amounts are pledged by bond covenants to the repayment of City indebtedness. The assets are temporarily restricted until the terms and conditions of the obligations have been fulfilled.

M. Capital Assets

Capital assets, which include land, historical treasures, construction in process, buildings and improvements, machinery and equipment, other improvements, and infrastructure, are reported in the applicable governmental or business-type activity columns of the government-wide statement of net position and proprietary funds statement of net position. Such assets are capitalized at historical cost or estimated historical cost for assets where actual historical cost is not available. Donated assets are recorded as capital assets at their estimated acquisition value on the date of donation. The City defines capital assets as those with an initial, individual cost of \$5,000 or more with an estimated useful life of not less than one year. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized.

Capital outlays are recorded as expenditures in the City's governmental fund financial statements, which use the modified accrual basis of accounting. Capital outlays that meet the City's capitalization criteria are reported in the government-wide statement of net position and proprietary funds statement of net position, both of which use the full accrual basis of accounting.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

M. Capital Assets (Continued)

Depreciation and amortization on the capital assets is recorded in the government-wide and proprietary fund financial statements. Land, historical treasures, and construction in process are not depreciated. Capital assets are depreciated using the straight-line method over their estimated useful lives as follows:

Buildings and improvements	50 to 75 Years
Machinery and equipment	3 to 20 Years
Other improvements	10 to 50 Years
Infrastructure	20 to 50 Years

Right-to-use lease assets are initially measured at the present value of payments expected to be made during the lease term, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset.

N. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

The City has three items that qualifies for reporting in this category. The first two items are the deferred outflows of resources related to pensions reported in the government-wide and proprietary fund statements of net position. This deferred outflow results from differences between expected and actual experience, changes of assumptions, differences between projected and actual earnings on pension plan investments, and contributions to the plan subsequent to the measurement date and before the end of the reporting period. These amounts are deferred and amortized as required under pension standards. The third item is a deferred outflow related to the City's OPEB liability. This deferred outflows results from contributions made to the plan after the measurement date and for differences between expected and actual experience, and these deferred outflows will be amortized as required under OPEB standards.

In addition to liabilities, statements of net position or balance sheets will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time.

The City has four items which qualify for reporting in this category. The first item, unavailable revenue, is reported only in the governmental funds Balance Sheet. The governmental funds report unavailable revenue from three sources: property taxes, special assessments, and other. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. Deferred Outflows/Inflows of Resources (Continued)

The second item, deferred inflows of resources related to pensions and OPEB, is reported in the government-wide and proprietary fund statements of net position. This deferred inflow results from differences between expected and actual experience, changes of assumptions, and the difference between projected and actual earnings on pension plan investments. These amounts are deferred and amortized as required under pension and OPEB standards. The third item relates to deferred gains on bond refundings that are amortized over the life of the related bonds. The fourth item, leases and financed purchases, relates to long-term lease receivables and financed purchase receivables not recognized to revenue until the underlying timing requirements of the leases have been met.

O. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused leave benefits as either paid-time-off (PTO), or vacation and sick leave. Under the City's personnel policies and collective bargaining contracts, City employees are granted leave benefits in varying amounts based on length of service. PTO accruals vary from 18 to 30 days per year, vacation accruals vary from 10 to 20 days per year, and sick leave accrues at a rate of 12 days per year.

As benefits accrue to employees, the accumulated PTO, vacation and vested sick leave is reported as an expense and liability in the government-wide and proprietary fund financial statements. Accrued PTO, vacation and a percentage of sick leave is paid to employees upon termination (severance) only if they have vested and is reported as an expenditure in the governmental fund that will pay for it. The liability for compensated absences reported in the government-wide and proprietary fund statements consists of leave that has not been used that is attributable to services already rendered, accumulates, and is more likely than not to be used for time off or otherwise paid in cash. The liability also includes amounts for leave that has been used for time off but has not yet been paid in cash.

P. Pensions

For purposes of measuring the net pension asset/liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Public Employees Retirement Association (PERA) and the Lakeville Fire Relief Association and the applicable pension additions to/deductions from the pension plan's fiduciary net position have been determined on the same basis as they are reported by the plan except that the PERA pension plan's fiscal year-end is June 30. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Q. Other Postemployment Benefits (OPEB) Obligation

In accordance with the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, an actuarial valuation is required to be computed and reported for the City's postemployment health insurance benefits provided to eligible employees through the City's Other Postemployment Benefits Plan. OPEB is reported as an expense on a pay-as-you-go basis and is accrued as it is earned. The total OPEB obligation liability and corresponding expense for governmental activities is reported within the government-wide financial statements. The total OPEB liability and corresponding expense for enterprise funds are recorded within those funds.

R. Long-Term Obligations

Long-term obligations are recorded in the City's government-wide and proprietary fund statements of net position when they become a liability of the City. Long-term obligations are recognized as a liability of a governmental fund only when due or when payment is made to the paying agent.

S. Leases Receivable

The City determines if an arrangement is a lease at inception. Leases for which the City is the lessor are included in lease receivables and deferred inflows of resources in the statements of net position and fund financial statements.

Lease receivables represent the City's claim to receive lease payments over the lease term, as specified in the contract, in an exchange or exchange-like transaction. Lease receivables are recognized at commencement date based on the present value of expected lease payments over the lease term, reduced by any provision for estimated uncollectible amounts. Interest revenue is recognized ratably over the contract term.

Deferred inflows of resources related to leases are recognized at the commencement date based on the initial measurement of the lease receivable, plus any payments received from the lessee at or before the commencement of the lease term that relate to future periods, less any lease incentives paid to, or on behalf of, the lessee at or before the commencement of the lease term. The deferred inflows related to leases are recognized as lease revenue in a systematic and rational manner over the lease term.

The individual lease contracts do not provide information about the discount rate implicit in the lease. Therefore, the City has elected to use its incremental borrowing rate to calculate the present value of expected lease payments.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

T. Fund Balance

In the fund financial statements, governmental funds report fund balance classification that disclose constraints for which amounts in those funds can be spent. These classifications are as follows:

Nonspendable – consists of amounts that cannot be spent because they are not in spendable form, such as prepaid items and inventory.

Restricted – consists of amounts related to externally imposed constraints established by creditors, grantors or contributors; or constraints imposed by state statutory provisions.

Committed – consists of amounts that are constrained for specific purposes that are internally imposed by formal action (resolution) of the City Council. Those committed amounts cannot be used for any other purpose unless City Council removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

Assigned – consists of amounts intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. Pursuant to City resolution, the City Administrator and the Finance Director are authorized to establish assignments of fund balances.

Unassigned – is the residual classification for the General fund and also reflects negative residual amounts in other funds.

The City will endeavor to maintain an unrestricted (committed, assigned, and unassigned) fund balance in the General fund of an amount not less than 40% and not greater than 50% of the next year's budgeted expenditures of the General fund. This will assist in maintaining an adequate level of fund balance to provide for cash flow requirements and contingency needs. At December 31, 2024, the unrestricted fund balance of the General Fund was 49.2% of the subsequent year's budgeted expenditures.

When both restricted and unrestricted resources are available for use, it is the City's policy to first use restricted resources, and then use unrestricted resources as they are needed.

When committed, assigned or unassigned resources are available for use, it is the City's policy to use resources in the following order; 1.) committed, 2.) assigned, and 3.) unassigned.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

U. Net Position

In the government-wide and proprietary fund financial statements, net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources. Net position is displayed in three components:

Net investment in capital assets – Consists of capital assets, net of accumulated depreciation and amortization reduced by any outstanding debt attributable to acquire capital assets.

Restricted net position – Consists of net position balances restricted when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, laws, or regulations of other governments.

Unrestricted net position – All other net position balances that does not meet the definition of “restricted” or “net investment in capital assets”.

When both restricted and unrestricted resources are available for use, it is the City’s policy to use restricted resources first, then unrestricted resources as they are needed.

The City has also established specific targets it will use to maintain an adequate level of net position for the Utility Enterprise Funds. When implementing any rate changes, the City intends to meet the following financial management targets:

- (i) Available cash on hand to cover the following objectives:
 - 1. Three months of operating cash
 - 2. Following year debt service payments
 - 3. Next year planned capital expenses not financed with bonds.
- (ii) Unassigned cash to account for unexpected costs at the following thresholds:
 - 1. \$500,000 for water and sewer operating funds
 - 2. \$100,000 for environmental resources and streetlight operating funds.
- (iii) Unrestricted Net Position not less than 50% of projected expenses.
- (iv) Net revenues not less than 125% of annual debt service on existing and planned debt.

V. Revenues and Expenditures/Expenses

In the governmental fund financial statements property tax revenue is recognized when it becomes measurable and available to finance expenditures of the current fiscal year. All delinquent taxes receivable are fully offset by deferred inflow of resources in the governmental fund financial statements. Taxes due from Dakota County on December 31 are included in revenue since they are remitted to the City within 60 days after December 31. In the government-wide statement of activities property tax revenue is recognized when levied.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

V. Revenues and Expenditures/Expenses (Continued)

In the governmental fund financial statements special assessments principal and interest are recognized as revenue when they become measurable and available to finance expenditures of the current fiscal year. All delinquent and deferred assessments receivable are fully offset by deferred inflow of resources in the fund financial statements. Both the principal and interest on special assessments are payable in installments over a term of years that matches the scheduled payments for the bond issue which financed the project. In the government-wide statement of activities special assessments revenue is recognized when levied.

Investment income is recorded as revenue in the year earned. Elements of investment income include interest earned on investments and unrealized gains or losses on net increases or decreases in the fair value of investments.

Certain grants and aids received by the City require that eligible expenditures be made in order to earn the grant. Revenue for these grants is recorded in the period of which eligible expenditures are made.

Enterprise utility fund service charges are recognized when earned with no allowance for uncollectibles because delinquent accounts deemed uncollectible during the normal billing process are certified to Dakota County as a property tax lien. Quarterly utility service charges provided to customers but unbilled are included as receivables as of December 31.

Interfund service transactions are accounted for as expenditures or expenses. Service transaction payments to a fund are recorded as an expenditure or expense in the paying fund and conversely recorded as a reduction of expenditure or expense in the fund that is receiving payment. Interfund service transactions within the respective categories of governmental activities and business-type activities in the government-wide statement of activities are eliminated. Interfund services provided and used are not eliminated in the process of consolidation into the government-wide statement of activities.

W. Cash Flows

For purposes of the statement of cash flows, the City considers all highly liquid debt instruments with an original maturity from the time of purchase of three months or less to be cash equivalents. The proprietary funds' equity in the government-wide cash and investments management pool is considered to be a cash equivalent.

X. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates that affect amounts reported in the financial statements during the reporting period. Actual results could differ from such estimates.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Y. Adoption of New Accounting Standards

Effective January 1, 2024, the City implemented GASB Statement No. 101, *Compensated Absences*. This statement updated the recognition and measurement guidance for compensated absences and associated salary-related payments and amended certain previously required disclosures. There was no material impact as a result of the implementation of this standard.

For the year ended December 31, 2024, the City implemented a change in accounting principle related to the treatment of group asset purchases. This change was prompted by the amendment of Question 7.9.8 in GASB Implementation Guide 2015-1, replaced by Question 5.1 in Implementation Guide 2021-1. The change is applied retroactively in accordance with GASB Statement No. 100. Beginning net position in the Utility Fund has been restated as a result of this change, see Note 22 for more information.

NOTE 2 DEPOSITS AND INVESTMENTS

A. Components of Cash and Investments

The City's cash surpluses are pooled and invested in accordance with State Statute and City investment policy. Investment earnings and unrealized gains and losses are allocated to funds on the basis of average cash balances. Investments are stated at fair value, which is the amount that a financial instrument could be exchanged for in a current transaction between willing parties. The investments are not identified with specific funds with the exception for bond proceeds related to bond series 2018 A. Investments held by trustee include balances held in segregated accounts for specific purposes. Interest earned on these trustee accounts is allocated directly to the responsible fund. The amounts represent funds held as required by the debt obligation covenants and other agreements.

The City's cash and investments as of December 31, 2024 consist of the following:

Cash on hand	\$ 17,750
Investments	<u>172,279,618</u>
Total cash and investments	<u><u>\$ 172,297,368</u></u>

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

A. Components of Cash and Investments (Continued)

The City's cash and investments as of December 31, 2024 are presented in the financial statements as follows:

Statement of Net Position

Cash and investments	\$ 172,279,046
Temporarily restricted investments held by trustee	272

Statement of Fiduciary Net Position

Cash and investments	<u>18,050</u>
Total cash and investments	<u><u>\$ 172,297,368</u></u>

B. Deposits

In accordance with applicable Minnesota Statutes, the City maintains deposits at depository banks authorized by the City Council, including checking accounts and certificates of deposit. The following is considered the most significant risk associated with deposits:

Custodial Credit Risk – In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may be lost. Minnesota Statutes require that all deposits be protected by federal deposit insurance, corporate surety bond, or collateral. The value of collateral pledged must equal 110% of the deposits not covered by federal deposit insurance or corporate surety bonds. Authorized collateral includes treasury bills, notes, and bonds; issues of U.S. government agencies; general obligations rated "A" or better; revenue obligations rated "AA" or better; irrevocable standard letters of credit issued by the Federal Home Loan Bank; and certificates of deposit. Minnesota Statutes require that securities pledged as collateral be held in safekeeping in a restricted account at the Federal Reserve Bank or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral. The City does not have a formal policy addressing this risk.

At year-end, the carrying amount of the City's deposits was \$17,750, while the balance on the bank records was \$-0-. At December 31, 2024, all deposits were fully covered by federal depository insurance, surety bonds, or by collateral held by the City's agent in the City's name.

CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

C. Investments

The City's investments as of December 31, 2024 are as follows:

Investment Type	Credit Risk		Total Value	Interest Risk - Maturity Duration in Years	
	Rating	Agency		Less than 1	1 - 5
Money market funds:					
Minnesota Municipal (4M)	N/R	N/A	\$ 36,316,710	\$ 36,316,710	\$ -
First American Treasury Obligation	AAAm	S&P	-	-	-
Wells Fargo Money Market	N/R	N/A	-	-	-
Certificates of deposit	N/R	N/A	7,560,961	3,648,120	3,912,841
U.S. treasury securities	N/A	N/A	-	-	-
U.S. government agencies	AA+	S&P	94,968,630	20,195,306	74,773,324
Municipal bonds	Aaa	Moody's	405,571	405,571	-
Municipal bonds	AAA	S&P	13,923,120	6,336,353	7,586,767
Municipal bonds	Aa1	Moody's	597,766	-	597,766
Municipal bonds	AA+	S&P	6,398,004	484,605	5,913,399
Municipal bonds	Aa2	Moody's	2,044,768	798,641	1,246,127
Municipal bonds	AA	S&P	6,279,334	1,217,004	5,062,330
Municipal bonds	Aa3	Moody's	133,328	-	133,328
Municipal bonds	AA-	S&P	3,651,426	-	3,651,426
Total investments			<u>\$ 172,279,618</u>	<u>\$ 69,402,310</u>	<u>\$ 102,877,308</u>

N/R - Not rated

N/A - Not applicable

The 4M Fund is regulated by Minnesota Statutes and the Board of Directors of the League of Minnesota Cities and is an external investment pool not registered with the Securities and Exchange Commission (SEC) that follows guidance under GASB Statement No. 79. The City's investment in the 4M Fund is measured at an amortized cost method that approximates fair value. Investments in the 4M Plus must be deposited for a minimum of 14 calendar days. Withdrawals prior to the 14-day restriction period will be subject to a penalty equal to seven days interest on the amount withdrawn. The City's investment policy does not place any further limitations beyond the state statute requirements for the risk categories described below. Investments are subject to various risks, the following of which are considered the most significant:

Custodial Credit Risk – For investments, this is the risk that in the event of a failure of the counterparty to an investment transaction (typically a broker-dealer) the City would not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City does not have any custodial credit risk for its investments since all of the City's investments held in safekeeping by the City's brokerage firm in the City's name are insured and registered.

Credit Risk – This is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. State statutes authorize investments in money market funds, certificates of deposit, commercial paper, U.S. treasury securities, U.S. government agencies, and other securities provided they meet the two highest quality ratings of nationally recognized rating organizations.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

C. Investments (Continued)

Concentration Risk – This is the risk associated with investing a significant portion of the City's investments (considered 5% or more) in the securities of a single issuer, excluding U.S. guaranteed investments (such as treasuries), investment pools, and mutual funds.

As of December 31, 2024, the City's investment portfolio includes the following securities of single issuers exceeding 5%:

Federal Farm Credit Bank	11.5%
Federal Home Loan Bank	25.2%
Federal Home Loan Mortgage Corporation	8.4%
Federal National Mortgage Association	7.8%

Interest Rate Risk – This is the risk of potential variability in the fair value of fixed rate investments resulting from changes in interest rates (the longer the period for which an interest rate is fixed, the greater the risk).

D. Investments Policy

The City's investment policy limits exposure to interest rate risk by investing in shorter term securities (maturing in one year or less) to meet current operating cash requirements. Longer-term investments are to be purchased with the intent to match maturity periods with future funding needs for capital replacement and debt obligations. The City will not purchase investments that, at the time of investment, cannot be held to maturity. This does not mean that an investment cannot be sold prior to maturity.

Investment activity will focus upon protection of taxpayer dollars and investment income, consistent with statutory authorization and financial prudence. The City will conduct its investment transactions with several legal competing, reputable investment security dealers, and qualifying banks. The City will invest only in the following instruments or those others that may subsequently be permitted by state statute.

- United States Treasury Obligations
- Federal Agency Securities
- Certificates of Deposit
- Commercial Paper
- Banker's Acceptance
- Money Market Funds
- State and Local Securities

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

E. Fair Value Measurements

The City uses fair value measurements to record fair value adjustments to certain asset and liabilities and to determine fair value disclosures.

The City follows an accounting standard which defines fair value, establishes framework for measuring fair value, establishes a fair value hierarchy based on the quality of inputs used to measure fair value, and requires expanded disclosures about fair value measurements. In accordance with this standard, the City has categorized its investments, based on the priority of inputs to the valuation technique, into a three-level fair value hierarchy. The fair value hierarchy gives the highest priority to quotes and prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If inputs used to measure the financial instruments fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

Financial assets and liabilities recorded on the statement of net position are categorized based on the inputs to the valuation techniques as follows:

Level 1 – Financial assets and liabilities are valued using inputs that are unadjusted quoted prices in active markets accessible at the measurement date of identical financial assets and liabilities.

Level 2 – Financial assets and liabilities are valued based on quoted prices for similar assets or inputs that are observable, either directly or indirectly, for substantially the full term through corroboration with observable market data.

Level 3 – Financial assets and liabilities are valued using pricing inputs which are unobservable for the asset, inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset.

<u>Investment Type</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
U.S. government securities	\$ -	\$ 94,968,630	\$ -	\$ 94,968,630
Certificates of deposit	-	7,560,961	-	7,560,961
Municipal bonds	-	33,433,317	-	33,433,317
Total	<u>\$ -</u>	<u>\$ 135,962,908</u>	<u>\$ -</u>	135,962,908
Investments measured at amortized cost				<u>36,316,710</u>
Total				<u>\$ 172,279,618</u>

CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 3 CAPITAL ASSETS

A summary of changes in governmental capital assets during the year ended December 31, 2024 are as follows:

	Balance Beginning of Year, Restated (1)	Additions	Deletions	Balance End of Year
Governmental Activities:				
Capital Assets, Not Being Depreciated:				
Land	\$ 37,432,613	\$ 252,309	\$ (1,375)	\$ 37,683,547
Historical treasures	128,000	90,700	-	218,700
Construction in progress	11,844,401	12,580,885	(10,296,864)	14,128,422
Total Capital Assets, Not Being Depreciated	49,405,014	12,923,894	(10,298,239)	52,030,669
Capital Assets, Being Depreciated:				
Building and improvements	70,000,663	8,459,874	(709,257)	77,751,280
Machinery and equipment	29,955,471	3,117,371	(1,573,549)	31,499,293
Other improvements	21,458,516	1,381,715	(57,777)	22,782,454
Infrastructure				
Streets	230,663,689	11,276,557	(1,458,034)	240,482,212
Storm Sewer	135,603,182	8,573,466	-	144,176,648
Parks	44,171,349	1,889,788	(261,524)	45,799,613
Total Capital Assets, Being Depreciated	531,852,870	34,698,771	(4,060,141)	562,491,500
Accumulated Depreciation for:				
Buildings and improvements	(22,999,783)	(2,148,694)	227,779	(24,920,698)
Machinery and equipment	(18,852,055)	(2,913,293)	1,518,425	(20,246,923)
Other improvements	(6,575,726)	(1,176,455)	51,869	(7,700,312)
Infrastructure				
Streets	(105,314,975)	(10,223,270)	1,314,273	(114,223,972)
Storm Sewer	(34,905,089)	(3,970,876)	-	(38,875,965)
Parks	(19,542,368)	(1,790,879)	261,524	(21,071,723)
Total Accumulated Depreciation	(208,189,996)	(22,223,467)	3,373,870	(227,039,593)
Total Capital Assets, Being Depreciated, Net	323,662,874	12,475,304	(686,271)	335,451,907
Governmental Activities Capital Assets, Net	\$ 373,067,888	\$ 25,399,198	\$ (10,984,510)	\$ 387,482,576

Depreciation and amortization expense was charged to governmental functions as follows:

Governmental Activities:	
General government	\$ 462,064
Public safety	1,590,851
Public works	15,525,314
Parks and recreation	4,645,238
Total depreciation and amortization expense	<u>\$ 22,223,467</u>

CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 3 CAPITAL ASSETS (CONTINUED)

A summary of changes in business-type capital assets during the year ended December 31, 2024 are as follows:

	Balance Beginning of Year, Restated (1)	Additions	Deletions	Balance End of Year
Business-Type Activities:				
Capital Assets, Not Being Depreciated:				
Land	\$ 3,672,969	\$ -	\$ -	\$ 3,672,969
Construction in Progress	-	37,894	-	37,894
Total Capital Assets, Not Being Depreciated	3,672,969	37,894	-	3,710,863
Capital Assets, Being Depreciated:				
Buildings and improvements	34,361,032	236,123	(106,500)	34,490,655
Machinery and equipment	8,611,583	542,295	(82,138)	9,071,740
Infrastructure				
Environmental Resources	489,644	74,319	-	563,963
Water	150,793,883	5,940,117	(76,444)	156,657,556
Sanitary Sewer	101,478,364	5,455,093	-	106,933,457
Total Capital Assets, Being Depreciated	295,734,506	12,247,947	(265,082)	307,717,371
Accumulated Depreciation for:				
Buildings and improvements	(12,373,990)	(850,729)	35,443	(13,189,276)
Machinery and equipment	(2,733,166)	(679,862)	11,980	(3,401,048)
Infrastructure				
Environmental Resources	(37,010)	(18,452)	-	(55,462)
Water	(45,975,990)	(3,371,881)	63,752	(49,284,119)
Sanitary Sewer	(35,266,425)	(2,144,251)	-	(37,410,676)
Total Accumulated Depreciation	(96,386,581)	(7,065,175)	111,175	(103,340,581)
Total Capital Assets, Being Depreciated, Net	199,347,925	5,182,772	(153,907)	204,376,790
Right-to-Use Assets, Not Being Depreciated:				
Leased buildings	3,989,676	-	-	3,989,676
Less accumulated amortization	(708,353)	(354,177)	-	(1,062,530)
Total Right-to-Use Assets, Net	3,281,323	(354,177)	-	2,927,146
Business-Type Activities Capital Assets, Net	\$ 206,302,217	\$ 4,866,489	\$ (153,907)	\$ 211,014,799

(1) Prior period restatement due to change in accounting principle. See additional information related to restatements in Note 22.

Depreciation and amortization expense was charged to governmental functions as follows:

Business-Type Activities:	
Liquor fund	\$ 715,458
Utility fund	6,703,894
Total depreciation and amortization expense,	
Business-Type Activities	\$ 7,419,352

NOTE 4 LEASES

The City, acting as lessor, leases land and water tower space for cellular services as well as ice arena space under long-term, non-cancelable lease agreements. The leases expire at various dates through 2056. During the year ended December 31, 2024, the City recognized \$629,851 and \$137,670 in lease revenue and interest revenue, respectively, pursuant to these contracts.

Certain leases provide for increases in future minimum annual rental payments based on defined increases in the Consumer Price Index, subject to certain minimum increases.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 5 LONG-TERM DEBT

A. Components of Long-Term Debt

General Obligation Bonds

The City's general obligation bonds are supported primarily from revenues derived from property tax levies, special assessment levies, tax increment levies, state-aid street revenue, water connection revenue charges, ice arena operations, and contributions by an organization conducting lawful gaming at approved locations. These bonds are backed by the full-faith and credit of the City.

Revenue Bonds

The following revenue bonds are not general obligations of the City and accordingly are not backed by the full-faith and credit of the City.

Business-type Activities

Future revenue pledged for the payment of long-term debt related to the Utility – Water, Utility – Sewer, Utility – Street Lights, and Water Connection revenue bonds is noted in the table below.

Summary of Business-type Activities

Bond Issue	Use of Proceeds	Type	Term of Pledge	Revenue Pledged		Current Year	
				Remaining Principal and Interest		Principal and Interest Paid	Pledged Revenue Received
Utility - Water Revenue	Water infrastructure	Utility user fees	2023 - 2034	\$ 8,420,393		\$ 1,266,513	\$ 7,979,715
Utility - Sewer Revenue	Sewer infrastructure	Utility user fees	2023 - 2025	71,750		70,125	9,563,268
Utility - Street Lights Revenue	Street lights infrastructure	Utility user fees	2023 - 2026	105,000		51,125	1,297,347
Water Connection Revenue	Water infrastructure	Connection charges	2023 - 2034	5,881,225		611,575	2,132,882

Metropolitan Council Loan Agreements

On February 21, 2006, the City entered into a loan agreement with the Metropolitan Council for the purpose of acquiring property for a commuter vehicle park and pool lot located within a proposed state trunk highway right-of-way. The Metropolitan Council provided a loan to the City in the amount of \$1,466,300 to finance the acquisition of the property. In 2024, the City made no payments on this loan. As of December 31, 2024, the balance of the loan is \$1,159,843. On January 3, 2017, the City entered into another loan agreement with the Metropolitan Council for the purpose of acquiring property within a proposed state trunk highway right-of-way. The amount of the loan was \$737,171 and the City made no payments on the loan in 2024. In December of 2021, the City entered into another loan agreement with the Metropolitan Council for the purpose of acquiring property within a proposed state trunk highway right-of-way. The amount of the loan was \$950,000 with subsequent additions of \$51,842 in 2022 and \$57,939 in 2023, for a total loan of \$1,059,781. The City made no payments on the loan in 2024.

No specific assets are pledged as collateral for the debt, but there are restrictions on the related properties acquired with the loan proceeds.

The loans (all free of interest charge) will be discharged by the Metropolitan Council upon the conveyance of the properties to the highway authority at an undetermined future date.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 5 LONG-TERM DEBT (CONTINUED)

A. Components of Long-Term Debt (Continued)

Metropolitan Council Loan Agreements (Continued)

If the City determined it would not use the land for the highway project and wanted to sell it, it would owe the Met Council the fair market value of the property and, once paid, the loan would be forgiven. If the City breached the contract, essentially using the land for something other than was detailed in the agreements use of funds, the City would owe the Met Council the purchase price of the property (which is equal to the loan amount), and the loan would be forgiven.

Dakota County Loans Payable

During 2020, the City entered into two new agreements with Dakota County, where as Dakota County delayed repayment of project costs. One agreement related to construction on 179th Street between CSAH 23 and CSAH 31, with the City's total share to date of \$2,854,377 being recorded as a new loan in 2020. Additions of \$27,923 were made to this loan in 2021, bringing the total balance payable to \$2,882,300, payment of \$2,526,000 was made in 2023 and additions to the loan of \$4,449 in 2023 bringing the balance to the \$360,748. This loan requires the City to pay the County for the City's share of the project's costs after May 1, 2023. There were no additions or payments made on this loan in 2024, the balance at December 31, 2024 is \$360,748.

The other 2020 agreement related to the County Road 70 expansion, with the City's total share to date of \$2,319,659 being recorded as a new loan in 2020. Additions of \$4,672,203 were made to this loan in 2021, bringing the total balance payable to \$6,991,862. This loan requires the City to pay the County for the City's share of the project's costs over three years starting with engineering and right of way acquisition after February 1, 2022, and the final payment for constructions costs is due after February 1, 2024. Payments of \$656,200 were made in 2022, bringing the total balance payable as of December 31, 2022 to \$6,335,662. An adjustment to the agreement in the amount of \$676,542 was made in 2023, bringing the balance of the payable as of December 31, 2023, to \$5,659,120. Payment of \$5,659,120 was made in 2024, fully paying off the loan as of December 31, 2024.

During 2021, the City entered into a third agreement with Dakota County related to 179th Street Reconstruction, with the City's total share to date of \$224,099 being recorded as a new loan in 2021. Additions in the amount of \$68,018 were made to this loan in 2022 and additions in the amount of \$41,346 were made to the loan in 2023, bringing the total balance payable to \$333,463. There were no additions or payments in 2024. This loan is not payable to the County until 2025.

During 2023, the City entered into agreements for three more projects with Dakota County. The first of these agreements related to reconstruction on 185th Street between Dodd Boulevard and Highview Avenue, with the City's total date to date of \$2,982,455 as a new loan in 2023. There were no additions or payments in 2024. This loan is not payable to the County until 2026. The second of these agreements related to the 185th Street and CSAH 60 reconstruction project, with the City's total date to date of \$207,700 as a new loan in 2023.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 5 LONG-TERM DEBT (CONTINUED)

A. Components of Long-Term Debt (Continued)

Dakota County Loans Payable (Continued)

This loan is not payable to the County until 2025. The third agreement related to the 210th Street and Lakeville Boulevard reconstruction project, with the City's total date to date of \$524,000 as a new loan in 2023. An addition of \$438,190 was added to this loan in 2024, bringing the total balance at December 31, 2024 to \$645,890. This loan is not payable to the County until 2025 and 2026.

During 2024, the City entered into another agreement related to the 179th St. and County Road 31 traffic signal construction project, with the City's total share to date of \$327,602 recorded as a new loan as of December 31, 2024. This loan is not payable to the County until 2025 through 2027.

No assets were specifically pledged as collateral for these loans in the related agreements. There were no terms specified in the agreements with the County related to significant events of default, termination events, or subjective acceleration clauses.

Lease Revenue Liquor Enterprise Refunding Bonds, Series 2017A

On October 25, 2017, the City issued \$2,255,000 in HRA Lease Revenue Liquor Enterprise Refunding Bonds, Series 2017A. The proceeds of this issue were deposited with the Trustee in order to call and prepay the outstanding liquor revenue bonds of 2007. In exchange for the refunding of the existing liquor revenue bonds, the liquor fund conveyed related capital assets consisting of land and building to the HRA fund. The HRA then leased the building back to the liquor fund under a financed purchase agreement, resulting in the capital assets being reported back in the liquor fund and the long-term debt being shown in the liquor fund as a financed purchase. The financed purchase terms include interest of between 2.0%-3.0% with payments totaling \$2,255,000 through 2027. The capital assets being leased had a total cost of \$2,522,470 and accumulated depreciation of \$840,855 at December 31 2024. Per governmental accounting standards the related long-term debt is not shown in both the governmental and business-type activities, therefore the long-term liability is included in business-type activities as a financed purchase, as is noted in the table on the following page. This refunding resulted in an aggregate difference in debt service cash flows between the refunding debt and the refunded debt of \$305,074 as well as an economic net present value benefit of \$321,727 on the transaction.

General Obligation Tax Abatement Bonds, Series 2021 A

On February 16, 2021, the City issued \$7,770,000 in General Obligation Tax Abatement Bonds, Series 2021 A. Proceeds of the Bonds were used to finance various energy savings improvements to the Ames Arena and Hasse Arena and to pay costs associated with issuance of the Bonds. The Bonds are valid and binding general obligations of the City and are payable from tax abatement levies. The General Obligation Tax Abatement Bonds carry interest that will vary from 1.0% to 3.0% with a final maturity of February 1, 2041. The Bonds carry a call provision on February 1, 2029.

CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 5 LONG-TERM DEBT (CONTINUED)

A. Components of Long-Term Debt (Continued)

General Obligation Tax Abatement Bonds, Series 2021 B

On May 18, 2021, the City issued \$5,620,000 in General Obligation Tax Abatement Bonds, Series 2021 B. Proceeds of the Bonds were used to finance the construction of a municipal liquor store and to pay costs associated with issuance of the Bonds. The Bonds are valid and binding general obligations of the City and are payable from tax abatement levies and net revenues of the City's Liquor Fund. The General Obligation Tax Abatement Bonds carry interest that will vary from 2.0% to 4.0% with a final maturity of February 1, 2042. The Bonds carry a call provision on February 1, 2029.

General Obligation Bonds, Series 2021 C

On August 17, 2021, the City issued \$6,915,000 in General Obligation Bonds, Series 2021 C. This included \$5,650,000 in General Obligation Improvement Bonds and \$1,265,000 in General Obligation Water Revenue Bonds. The proceeds of this issue will be used for street reconstruction and improvement projects. The General Obligation Improvement Bonds carry interest that will vary from 2.0% to 4.0% with a final maturity of February 1, 2032. The debt service of these bonds will be made from special assessments and property tax levies. The General Obligation Water Revenue Bonds also carry an interest rate that will vary from 2.0% to 4.0% with a final maturity of February 1, 2032. The debt service of these bonds will be made from water utility revenues. The General Obligation Improvement Bonds and General Obligation Water Revenue Bonds carry a call provision on February 1, 2029.

General Obligation Refunding Bonds, Series 2022A

The General Obligation Refunding Bonds, Series 2022A, were issued in the amount of \$13,240,000, dated January 6, 2022, pursuant to Minnesota Statutes, Sections 475.521 and 475.58, Subdivision 3b and Chapters 429 and 475, as amended. Proceeds of the Bonds will be used to current refund the February 1, 2023 through February 1, 2033 maturities, totaling \$1,860,000 in principal, of the City's General Obligation Improvement Bonds, Series 2012A on February 1, 2022; to current refund the February 1, 2023 through February 1, 2030 maturities, totaling \$11,990,000 in principal, of the City's General Obligation Refunding Bonds, Series 2012B on February 1, 2022; to current refund the February 1, 2023 through February 1, 2034 maturities, totaling \$1,800,000 in principal, of the City's General Obligation Improvement Bonds, Series 2013A on February 1, 2022; and to pay costs associated with issuance of the Bonds. The Bonds are general obligations of the City and are payable from special assessments levied against benefitted properties and ad valorem taxes. This refunding resulted in an aggregate difference in debt service cash flows between the refunding debt and the refunded debt of \$2,251,071 as well as an economic net present value benefit of \$1,423,255 on the transaction.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 5 LONG-TERM DEBT (CONTINUED)

A. Components of Long-Term Debt (Continued)

Taxable General Obligation Bonds, Series 2022 B

The Taxable General Obligation Bonds, Series 2022B were issued in the amount of \$9,570,000, dated April 5, 2022, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815 and Chapter 475, as amended, and a voter referendum held on November 2, 2021, which passed by a vote of 7,346 (yes) to 4,681 (no). Proceeds of the Bonds will be used to full net advance refund the February 1, 2023 through February 1, 2032 maturities, totaling \$4,920,000 in principal, of the Housing and Redevelopment Authority of the City of Lakeville, Minnesota Lease Revenue Refunding Bonds (Ice Arena Project), Series 2016A; to finance the construction of an outdoor refrigerated covered ice rink at Hasse Arena; and to pay costs associated with issuance of the Bonds. The bonds are general obligations of the City and are payable from an abatement levy and ad valorem taxes. This refunding resulted in an aggregate difference in debt service cash flows between the refunding debt and the refunded debt of \$634,677 as well as an economic net present value benefit of \$171,723 on the transaction.

General Obligation Bonds, Series 2022C

On July 18, 2022, the City issued the General Obligation Bonds, Series 2022C were being issued by the City pursuant to Minnesota Statutes, Chapters 429 and 475, as amended, and a voter referendum held on November 2, 2021, which passed by a vote of 7,346 (yes) to 4,681 (no). Proceeds of the Bonds will be used to finance the City's 2022 street improvements, various park improvements, and to pay costs associated with issuance of the Bonds. The Bonds are valid and binding general obligations of the City and are payable from special assessments levied against benefitted properties and ad valorem taxes. The full faith and credit of the City is also pledged to their payment. The Bonds maturing on February 1, 2031 and thereafter are subject to redemption, in whole or in part, on February 1, 2030 and on any date thereafter at a price of par plus accrued interest. Principal due with respect to the Bonds is payable annually on February 1, commencing February 1, 2024. Interest due with respect to the Bonds is payable semiannually on February 1 and August 1, commencing August 1, 2023.

General Obligation Bonds, Series 2023A

The General Obligation Bonds, Series 2023A were issued on July 20, 2023 in the amount of \$9,220,000, pursuant to Minnesota Statutes, Chapter 475 and Section 475.58, Subdivision 3b and a voter referendum held of November 2, 2021, which passed by a vote of 7,346 (yes) to 4,681 (no). Proceeds of the Bonds were used to finance the City's 2023 street reconstruction projects and various park improvements and to pay costs associated with issuance of the Bonds. The Bonds are valid and binding general obligations of the City and are payable from ad valorem taxes. The full faith and credit of the City is also pledged to their payment. The Bonds maturing on February 1, 2032 and thereafter are subject to redemption, in whole or in part, on February 1, 2031 and on any date thereafter at a price of par plus accrued interest. Principal due with respect to the Bonds is payable annually on February 1, commencing February 1, 2025. Interest due with respect to the Bonds is payable semiannually on February 1 and August 1, commencing February 1, 2024.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 5 LONG-TERM DEBT (CONTINUED)

A. Components of Long-Term Debt (Continued)

General Obligation Bonds, Series 2024A

The General Obligation Bonds, Series 2024A were issued on July 17, 2024 in the amount of \$21,530,000, pursuant to Minnesota Statutes, Chapter 475 and Section 475.58, Subdivision 3b and a voter referendum held of November 2, 2021, which passed by a vote of 7,346 (yes) to 4,681 (no). Proceeds of the Bonds will be used to finance the City's 2024 street reconstruction and collector rehabilitation projects and various park improvements and to pay costs associated with issuance of the Bonds. The Bonds are valid and binding general obligations of the City and are payable from ad valorem taxes. The full faith and credit of the City is also pledged to their payment. The Bonds maturing on February 1, 2033 and thereafter are subject to redemption, in whole or in part, on February 1, 2032 and on any date thereafter at a price of par plus accrued interest. Principal due with respect to the Bonds is payable annually on February 1, commencing February 1, 2026. Interest due with respect to the Bonds is payable semiannually on February 1 and August 1, commencing February 1, 2025.

Leases Payable

The City also leases liquor store space, as a lessee, as well as certain operating under long-term, non-cancelable lease agreements. The Heritage Liquor Store lease (located in Heritage Shopping Center) consists of 8,859 square feet of space and expires on June 30, 2027. This lease was discounted at a rate of 0.636%. The Kenrick Liquor Store lease (located off Kenrick Avenue) consists of 9,705 square feet of space and expires on April 30, 2038. This lease was discounted at a rate of 1.24%. The City also has an internal lease between the HRA and the Liquor fund for space that was funding by the 2017A lease revenue liquor enterprise refunding bonds.

CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 5 LONG-TERM DEBT (CONTINUED)

A. Components of Long-Term Debt (Continued)

The City had the following long-term liabilities outstanding at December 31, 2024:

Description	Maturities	Interest Rates	Amount
PRIMARY GOVERNMENT			
Governmental Activities:			
General Obligation Bonds Payable:			
General obligation bonds	2026 - 2044	1.75% - 5.00%	\$ 64,575,000
G.O. improvement bonds	2029 - 2038	1.50% - 5.00%	57,800,000
State-aid street revenue bonds	2036	1.25% - 5.00%	3,260,000
G.O. water revenue bonds	2034	2.00% - 5.00%	5,125,000
Tax abatement Bonds	2031 - 2042	1.00% - 5.00%	16,290,000
Total General Obligation Bonds			<u>147,050,000</u>
Business-Type Activities:			
Revenue Bonds			
Water revenue bonds	2028 - 2034	1.50% - 5.00%	7,415,000
Sewer revenue bonds	2025	1.50% - 5.00%	70,000
Street light revenue bonds	2026	5.00%	100,000
Total Revenue Bonds			<u>7,585,000</u>
Financed purchase arrangements	2027	2.00% - 3.00%	815,000
Lease liability	2024 - 2038	1.16% - 3.00%	3,047,079
Total Business-Type Activities			<u>11,447,079</u>
Total long-term bonded debt outstanding			<u><u>\$ 158,497,079</u></u>

The City is in compliance with all significant bond covenants. Annual bond debt service requirements to maturity for long-term bond obligations are as follows:

Year Ending December 31,	Governmental		Business-Type		Total
	Principal	Interest	Principal	Interest	
2025	\$ 12,910,000	\$ 5,422,749	\$ 1,130,000	\$ 258,788	\$ 19,721,537
2026	13,710,000	4,811,131	1,105,000	208,588	19,834,719
2027	13,035,000	4,255,870	950,000	133,538	18,374,408
2028	13,490,000	3,731,965	980,000	133,538	18,335,503
2029	13,130,000	3,211,829	915,000	97,988	17,354,817
2030 - 2034	48,145,000	9,633,996	2,505,000	144,656	60,428,652
2035 - 2039	18,325,000	3,944,926	-	-	22,269,926
2040 - 2044	13,220,000	1,299,997	-	-	14,519,997
2044	1,085,000	22,378	-	-	1,107,378
Total	<u>\$ 147,050,000</u>	<u>\$ 36,334,841</u>	<u>\$ 7,585,000</u>	<u>\$ 977,096</u>	<u>\$ 190,839,559</u>

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 5 LONG-TERM DEBT (CONTINUED)

A. Components of Long-Term Debt (Continued)

Annual bond debt service requirements to maturity for financed purchases payable and the liquor lease liability are as follows:

Year Ending December 31,	Liquor Financed Purchase	
	Principal	Interest
2025	\$ 265,000	\$ 20,475
2026	270,000	12,450
2027	280,000	4,200
Total	<u>\$ 815,000</u>	<u>\$ 37,125</u>

Year Ending December 31,	Liquor Lease Liability	
	Principal	Interest
2025	\$ 335,306	\$ 33,728
2026	343,608	30,564
2027	259,588	27,457
2028	181,353	25,137
2029	188,254	22,830
2030-2034	1,001,903	78,101
2035-2038	737,067	15,718
Total	<u>\$ 3,047,079</u>	<u>\$ 233,535</u>

Accrued Compensated Absences

Governmental Activities

The governmental funds accumulated liability for accrued PTO, comp pay, vacation, and sick pay (including applicable salary-related payments) as of December 31, 2024 is \$3,851,391. This amount is included in the noncurrent liabilities of the government-wide statement of net position.

In the event of employee separation from the City, the related compensated leave internal service fund, general fund, and the responsible special revenue fund will pay the accumulated severance portion.

Business-Type Activities

The accumulated liability for accrued PTO, vacation, and sick pay for proprietary enterprise funds (including applicable salary-related payments) as of December 31, 2024 is \$633,676. In the event of employee separation from the City, the responsible enterprise fund will pay the accumulated severance portion. These amounts are recorded as a liability and as an expense when earned in the responsible funds.

CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 5 LONG-TERM DEBT (CONTINUED)

A. Components of Long-Term Debt (Continued)

Unamortized Bond Premium and Discount

Unamortized bond premium and bond discount included within noncurrent liabilities are as follows:

	<u>Governmental</u>	<u>Business-Type</u>
Unamortized bond premium	<u>\$ 8,707,323</u>	<u>\$ 555,730</u>

B. Changes in Long-Term Debt

Long-term liability activity for the year ended December 31, 2024 was as follows:

	Beginning of Year	Additions	Deletions	End of Year	Due Within One Year
PRIMARY GOVERNMENT					
Governmental Activities					
General obligation bonds	\$ 53,025,000	\$ 15,075,000	\$ (3,525,000)	\$ 64,575,000	\$ 4,715,000
Other bonds	84,000,000	6,455,000	(7,980,000)	82,475,000	8,195,000
Total bonds	137,025,000	21,530,000	(11,505,000)	147,050,000	12,910,000
Direct Borrowing - County note payable	10,067,476	765,792	(5,659,120)	5,174,148	-
Direct Borrowing - Metropolitan					
Council loans	2,956,795	-	-	2,956,795	-
Total long-term debt	150,049,271	22,295,792	(17,164,120)	155,180,943	12,910,000
Accrued compensated absences	3,787,849	2,661,835	(2,598,293)	3,851,391	2,598,292
Unamortized bond premium/discount	9,037,183	1,389,304	(1,719,164)	8,707,323	-
Total Governmental Activities	162,874,303	26,346,931	(21,481,577)	167,739,657	15,508,292
Business-Type Activities:					
Utility - water revenue bonds	8,380,000	-	(965,000)	7,415,000	1,010,000
Utility - sewer revenue bonds	135,000	-	(65,000)	70,000	70,000
Utility - street light revenue bonds	145,000	-	(45,000)	100,000	50,000
Liquor - lease liability	3,374,280	-	(327,201)	3,047,079	335,306
Financed purchase arrangements	1,075,000	-	(260,000)	815,000	265,000
Accrued compensated absences	563,834	501,279	(431,437)	633,676	431,437
Unamortized Bond Premiums	726,085	-	(170,355)	555,730	-
Total Business-Type Activities	14,399,199	501,279	(2,263,993)	12,636,485	2,161,743
Total Primary Government	<u>\$ 177,273,502</u>	<u>\$ 26,848,210</u>	<u>\$ (23,745,570)</u>	<u>\$ 180,376,142</u>	<u>\$ 17,670,035</u>

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 6 NET INVESTMENT IN CAPITAL ASSETS

Net investment in capital assets as of December 31, 2024 is calculated as follows:

	Governmental	Business-type	Total
Capital assets, net of depreciation / amortization	\$ 387,482,576	\$ 211,014,799	\$ 598,497,375
Less applicable:			
Bonds payable	(118,925,000)	(7,485,000)	(126,410,000)
Lease liability and financed purchase payable	-	(3,862,079)	(3,862,079)
Loan payable	(2,956,795)	-	(2,956,795)
Note payable	(5,174,148)	-	(5,174,148)
Unamortized bond premium / discount (net)	(8,620,804)	(555,730)	(9,176,534)
Unamortized deferred gain on refunding	(844,291)	-	(844,291)
Unspent bond proceeds	11,073,220	-	11,073,220
Contracts payable	(2,495,859)	-	(2,495,859)
Net Investment in capital assets	<u>\$ 259,538,899</u>	<u>\$ 199,111,990</u>	<u>\$ 458,650,889</u>

The City has \$28,225,000 in bonds and \$86,519 in unamortized bond premiums that are not included in the calculation above as they are not capital in nature.

NOTE 7 RESTRICTED NET POSITION

The government-wide statement of net position reports restricted amounts in the net position section. These amounts represent net position that has imposed restrictions placed on it by parties outside the City government. Net position restricted for debt service represents assets pledged by bond covenant to the repayment of City bond obligations. The government-wide restricted net position is as follows:

	Governmental Activities	Business-type Activities	Total
<u>Restricted Net Position</u>			
Special purposes	\$ 429,105	\$ -	\$ 429,105
Debt service	33,709,823	-	33,709,823
Capital acquisition	30,317,533	-	30,317,533
Public safety	3,156,649	-	3,156,649
Opioid remediation activities	414,682	-	414,682
Fire relief pensions	4,402,307	-	4,402,307
Total restricted net position	<u>\$ 72,430,099</u>	<u>\$ -</u>	<u>\$ 72,430,099</u>

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 8 CONSTRUCTION COMMITMENTS

The City has outstanding construction and build projects as of December 31, 2024. These projects include street reconstruction projects, equipment purchases, land purchases and other water and sanitary sewer projects. The City's commitments with contractors and other governmental entities are shown as follows:

<u>Projects</u>		
<u>Governmental Activities</u>	<u>Spent-to-Date</u>	<u>Remaining Commitment</u>
ERP Implementation Project	\$ 813,226	\$ 25,620
215th St Extension, CP22-24 Airlake improvements	4,940,320	233,640
185th St Extension (CP24-04)	9,970,532	10,006
2022 Street reconstruction projects	6,410,920	360,788
2024 Street reconstruction CP24-02	4,058,730	380,706
2024 Collector Rd Rehab. CP24-03	2,069,680	114,442
Casperson park irrigation	69,689	14,162
Voyageur Farms pedestrian bridge	-	62,300
Trail gaps project CP23-06	2,283,139	270,945
179th St project 23-04	-	3,775,074
North Creek stormwater management CP23-59	377,588	3,283
City Hall renovations	645,811	22,994
Grand Prairie Park Project	8,748,125	9,273,330
Hasse Arena covered ice rink (Apex)	577,280	14,011
Other/miscellaneous projects	51,844	58,156
Total governmental	<u>\$ 41,016,884</u>	<u>\$ 14,619,457</u>
<u>Projects</u>		
<u>Business-Type Activities</u>	<u>Spent-to-Date</u>	<u>Remaining Commitment</u>
Stormwater restoration/improvement projects	\$ 62,931	\$ 198,725
Total business-type	<u>\$ 62,931</u>	<u>\$ 198,725</u>

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 9 FUND BALANCES

A summary of the City's governmental fund balance classifications at December 31, 2024 is as follows:

	General Fund	Debt Service Fund	Capital Projects Fund	Nonmajor	Total
Nonspendable					
Inventory	\$ 308,206	\$ -	\$ -	\$ -	\$ 308,206
Prepaid Items	44,559	-	-	-	44,559
Total nonspendable	352,765	-	-	-	352,765
Restricted for:					
Debt Service	-	23,590,844	-	-	23,590,844
Public improvements	-	-	5,734,501	-	5,734,501
Street construction	-	-	5,285,847	-	5,285,847
Public safety aid	1,850,000	-	1,306,649	-	3,156,649
Park development	-	-	8,469,235	-	8,469,235
Tax increment	-	-	320,083	-	320,083
Parks bond referendum	-	-	12,015,427	-	12,015,427
Opioid remediation activities	-	-	-	110,908	110,908
Local Affordable Housing Aid	-	-	-	229,465	229,465
Public communications	-	-	-	186,233	186,233
Special Service District	-	-	-	13,407	13,407
Total Restricted	1,850,000	23,590,844	33,131,742	540,013	59,112,599
Committed for:					
Public improvements	-	-	1,193,889	-	1,193,889
Public buildings	-	-	816,043	-	816,043
Pavement management	-	-	965,880	-	965,880
Storm water infrastructure	-	-	7,952,133	-	7,952,133
Water trunk system	-	-	16,377,704	-	16,377,704
Sanitary sewer trunk system	-	-	14,221,485	-	14,221,485
Parks bond referendum	-	-	150,000	-	150,000
Trail improvement	-	-	704,455	-	704,455
Park improvement	-	-	754,155	-	754,155
Capital acquisitions	-	-	3,043,212	-	3,043,212
Technology equipment	-	-	429,476	-	429,476
Public communications	-	-	-	1,096,532	1,096,532
Arenas improvement projects	-	-	266,328	-	266,328
Total Committed	-	-	46,874,760	1,096,532	47,971,292
Unassigned (Deficit)	20,983,864	-	(315,779)	-	20,668,085
Total	<u>\$ 23,186,629</u>	<u>\$ 23,590,844</u>	<u>\$ 79,690,723</u>	<u>\$ 1,636,545</u>	<u>\$ 128,104,741</u>

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 10 CONTRIBUTED CAPITAL

The ownership of local streets, storm water, parks, water, and sanitary sewer infrastructure capital assets that are constructed and completed during the year by private land developers becomes contributed property of the City. Storm sewer, water, and sanitary sewer infrastructure assets constructed within Dakota County and state of Minnesota right-of-way boundaries also become City capital assets since they are serviced and maintained by the City. Roads and highways constructed within Dakota County and state of Minnesota right-of-way boundaries are excluded from City capital assets. The City assumed ownership of the following governmental and business-type capital assets contributed from private land developers during the current fiscal year as follows:

<u>From Private Land Developers</u>	<u>Governmental</u>	<u>Enterprise Utility Fund</u>
Infrastructure:		
Streets	\$ 4,694,456	\$ -
Storm sewer	6,141,513	-
Parks	691,702	-
Water	-	4,857,199
Sanitary sewer	-	4,974,246
Total	<u>\$ 11,527,671</u>	<u>\$ 9,831,445</u>

The ownership of water and sanitary sewer infrastructure assets that are constructed and completed during the year by City governmental activities (through various funding sources at cost) becomes contributed property of the City's enterprise utility fund. The ownership of liquor store assets that are constructed and completed during the year by City governmental activities (through various funding sources at cost) becomes contributed property of the City's liquor fund. The City's enterprise utility fund and liquor fund assumed ownership of the following capital assets contributed during the current fiscal year as follows:

<u>From Governmental Activities</u>	<u>Enterprise Utility Fund</u>
Infrastructure:	
Water	\$ 825,953
Sanitary sewer	438,563
Total	<u>\$ 1,264,516</u>

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 11 STEWARDSHIP AND ACCOUNTABILITY

Although total fund balance was positive, the capital projects fund has a deficit unassigned fund balance of \$319,113 as of December 31, 2024 for an internally tracked project, as a result of paying for capital expenditures for projects for which no debt has been issued yet. It is anticipated that the deficit will be financed by future bond proceeds, intergovernmental revenues, special assessments, and transfers from other funds.

NOTE 12 INTERFUND TRANSFERS

The City provides financing for a variety of operations and capital projects utilizing resources from certain funds; interfund transfers used for these various activities during the current fiscal year are as follows:

Transfers To:				
Transfers From:	General Fund	Debt Service Fund	Capital Projects Fund	Total
General fund	\$ -	\$ -	\$ 215,000	\$ 215,000
Debt service fund	-	-	-	-
Capital projects fund	-	678,588	-	678,588
Nonmajor governmental funds	196,998	-	7,300	204,298
Total	196,998	678,588	222,300	1,097,886
Enterprise - liquor	30,000	750,450	559,500	1,339,950
Enterprise - utility	-	523,569	293,500	817,069
Total	<u>\$ 226,998</u>	<u>\$ 1,952,607</u>	<u>\$ 1,075,300</u>	<u>\$ 3,254,905</u>
	(1)	(2)	(3), (4), (5)	

The following are explanations to interfund transfers sub-notes 1 through 5.

Abbreviation key:

(SR) special revenue fund, (DS) debt service fund, (CP) capital projects fund,
(Ent) enterprise fund.

CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 12 INTERFUND TRANSFERS (CONTINUED)

- (1) The transfers to the general fund were provided mainly to move the Forestry department to the General fund and as overhead and maintenance costs from the following funds:

Fund	Amount	Description
Liquor (Ent)	\$ 30,000	Contribution to Pan-o-Prog Fireworks
SRF (Opioid Fund)	196,998	One-time transfer to move Opioid grant funding to cover eligible costs in General Fund
Total	<u>\$ 226,998</u>	

- (2) The transfers to the debt service fund were provided by the following funds mainly to transfer back excess bond proceeds and related to the City improvements projects whereby user fees are pledged towards the improvement bonds debt service requirements.

Fund	Amount	Description
Arenas Capital Projects (CP)	\$ 66,563	Transfer to 2020A tax abatement bonds (DSF) for payments received from associations/donations
Water Trunk Fund (CP)	612,025	Water revenue (DS) for debt service requirements
Utility (Ent)	523,569	Total transfer to the DS GO improvement bonds provided by the enterprise utility fund related to the City improvement projects whereby user fees are pledged towards the improvement bonds debt service requirements.
Liquor (Ent)	400,000	Total transfer to the DS GO bonds provided by the enterprise liquor fund related to the City improvement projects whereby user fees are pledged towards the improvement bonds debt service requirements (police station).
Liquor (Ent)	350,450	Transfer to the DS GO bonds provided by the enterprise liquor fund related to the Keokuk Liquor Store construction.
Total	<u>\$ 1,952,607</u>	

- (3) The total transfers to the capital projects fund from other governmental funds were provided to finance various construction projects as follows:

From:	Amount	Description
General Fund	\$ 215,000	Technology Fund (CP) for future technology purchases/costs and ERP project
Communications Fund (SR)	7,300	Technology Fund (CP) for future technology-equipment purchases
Total	<u>\$ 222,300</u>	

- (4) The total transfer to the capital projects fund was provided by the liquor enterprise fund to finance various construction projects:

From:	Amount	Description
Liquor (Ent)	\$ 59,500	Technology Fund (CP) for future technology-equipment purchases
Liquor (Ent)	500,000	Equipment Fund (CP) for future equipment purchases
Total	<u>\$ 559,500</u>	

- (5) The total transfer to the capital projects fund was provided by the utility enterprise fund to finance various construction projects:

From:	Amount	Description
Environmental Resources Fund (EF)	\$ 4,600	Technology Fund (CP) for future technology-equipment purchases
Environmental Resources Fund (EF)	40,500	Equipment Fund (CP) for future equipment purchases
Water Operating Fund (EF)	14,200	Technology Fund (CP) for future technology-equipment purchases
Sanitary Sewer Operating Fund (EF)	14,200	Technology Fund (CP) for future technology-equipment purchases
Environmental Resources Fund (EF)	220,000	One-time contribution to Building Fund (CP) for materials bunker project
Total	<u>\$ 293,500</u>	

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 13 JOINT POWERS DEBT COMMITMENT

On August 25, 2005, the City of Lakeville entered into a joint powers agreement with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Mendota Heights, Rosemount, South St. Paul, West St. Paul, Minnesota, and Dakota County Minnesota, to establish the Dakota 911 (D911), a Minnesota nonprofit corporation. The purpose of the D911 is to engage in the operation and maintenance of a countywide public safety answering point and communications center for law enforcement, fire, emergency medical services, and other public safety services for the mutual benefit of residents residing in the above mentioned cities and county (members). Pursuant to the joint powers agreement, members are required to provide the D911 their pro rata share of cost of operations and maintenance, and capital projects. Information regarding the Dakota 911 can be obtained at the website <https://dakota911mn.gov/> or by contacting Julie Stahl at the City of Lakeville, 20195 Holyoke Avenue, Lakeville, Minnesota 55044. Telephone 952-985-4481 or email address jstahl@lakevillemn.gov.

NOTE 14 OTHER POSTEMPLOYMENT BENEFITS (OPEB)

A. Plan Description

The City provides postemployment insurance benefits to certain eligible employees through the City's Other Postemployment Benefits Plan, a single-employer defined benefit plan administered by the City. All postemployment benefits are based on contractual agreements with employee groups. These contractual agreements do not include any specific contribution or funding requirements. These benefits are summarized as follows:

Postemployment Insurance Benefits – All retirees of the City have the option under state law to continue their medical insurance coverage through the City from the time of retirement until the employee reaches the age of eligibility for Medicare. For members of all employee groups, the retiree must pay the full premium to continue coverage for medical and dental insurance.

The City is legally required to include any retirees for whom it provides health insurance coverage in the same insurance pool as its active employees, whether the premiums are paid by the City or the retiree. Consequently, participating retirees are considered to receive a secondary benefit known as an "implicit rate subsidy." This benefit relates to the assumption that the retiree is receiving a more favorable premium rate than they would otherwise be able to obtain if purchasing insurance on their own, due to being included in the same pool with the City's younger and statistically healthier active employees.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 14 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

A. Plan Description (Continued)

Employees Covered by Benefit Terms – At December 31, 2024, the following employees were covered by the benefit terms:

Inactive Plan Members or Beneficiaries Currently	
Receiving Benefit Payments	5
Inactive Plan Members Entitled to but not yet	
Receiving Benefit Payments	-
Active Plan Members	229
Total	<u>234</u>

B. Contributions and Funding Policy

The required contribution is based on projected pay-as-you-go financing requirements, with additional amounts to pre-fund benefits as determined annually by the City. The City contributes a portion of the cost of current year premiums for eligible retired plan members and their spouses as well as the implicit rate subsidy described above. For fiscal year 2024, the City contributed \$35,154 in subsidized payments and implicit payments of \$12,648 to the plan. As of December 31, 2024, there were five retirees receiving health benefits from the City's health plans. The City holds no assets in trust related to this plan.

C. Total OPEB Liability

The City's Total OPEB liability was measured as of January 1, 2024 and was determined by an actuarial valuation as of January 1, 2023.

Actuarial Assumptions

The total OPEB liability in the January 1, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

<u>Valuation date:</u>	January 1, 2023
<u>Measurement date:</u>	January 1, 2024
<u>Methods and assumptions used to determine the contribution rates:</u>	
Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, closed
Amortization period	Average of expected remaining service on a closed basis for differences between expected and actual experience and assumption changes.
Inflation	3.00%
Healthcare cost trend rate	5.50% for 2024, decreasing to 5.00% by 2026
Salary increases	3.00%
Discount rate	4.00% (20-year municipal bond yield)
Mortality	RP-2014 White Collar Mortality Tables with MP-2021 Generational Improvement Scale (with Blue Collar adjustment for Police and Fire Personnel)

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 14 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

C. Total OPEB Liability (Continued)

Discount Rate

The City's OPEB plan is not funded by a trust, and therefore, the City's uses the 20-year municipal bond index rate to develop its long-term rate of return and discount rate. This rate was 4.00% in the current actuarial valuation, which was updated from the 4.31% used in the prior measurement date.

D. Changes in the Total OPEB Liability

The details of the changes in the City's total OPEB liability were as follows for 2024:

	Increase (Decrease) Total OPEB Liability (a)
Balances at 12/31/23	<u>\$ 1,074,960</u>
Changes for the Year:	
Service Cost	94,527
Interest	49,386
Benefit Payments	(47,802)
Changes in Assumptions	<u>28,776</u>
Net Changes	<u>124,887</u>
Balances at 12/31/24	<u><u>\$ 1,199,847</u></u>

The following changes in assumptions and plan provisions occurred between the current and prior actuarial valuations:

- Discount rate of 4.31% was updated to 4.00%.
- There have been no changes in plan provisions since the prior valuation.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 14 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

E. Sensitivity of Total OPEB Liability

Sensitivity of the total OPEB liability to changes in the discount rate and healthcare cost trend rates. The following presents the total OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (3.31%) or one percentage point higher (5.31%) than the current discount rate:

	1% Decrease (3.00)%	Discount Rate (4.00)%	1% Increase (5.00)%
Total OPEB Liability (Asset)	\$ 1,296,749	\$ 1,199,847	\$ 1,109,273

Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates. The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower (4.5% decreasing to 4.00%) or one percentage point higher (6.5% decreasing to 6.00%) than the current healthcare cost trend rates:

	1% Decrease (4.50% Decreasing to 4.00%)	Healthcare Cost Trend Rates (5.50% Decreasing to 5.00%)	1% Increase (6.50% Decreasing to 6.00%)
Total OPEB liability (asset)	\$ 1,046,933	\$ 1,199,847	\$ 1,383,487

F. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2024, the City recognized OPEB expense of \$110,415. At December 31, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ 155,467	\$ 351,684
Changes of Assumptions	108,117	145,481
Contributions After Measurement Date and Before the Reporting Date	44,782	-
Total	<u>\$ 308,366</u>	<u>\$ 497,165</u>

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 14 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

F. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

A total of \$44,782 reported as deferred outflows of resources related to OPEB resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the year ended December 31, 2024. Other amounts reported as deferred outflows and inflows of resources related to postemployment benefits will be recognized in OPEB expense as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2025	\$ (33,498)
2026	(33,498)
2027	(33,498)
2028	(33,498)
2029	(33,498)
Thereafter	(66,091)

NOTE 15 RISK FINANCING AND RELATED INSURANCE ISSUES

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City purchased the following insurance coverage through the League of Minnesota Cities Insurance Trust (LMCIT), a public entity risk pool currently operating as a common risk management and insurance program for Minnesota cities: general liability, excess liability, workers compensation, property, automobile, marine, crime, employee dishonesty, boiler, petro fund, and open meeting law.

The City pays an annual premium to the LMCIT for its insurance coverage. The LMCIT is self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of reserved amounts for each insured event. The LMCIT allows for the pool to make additional assessments to make the pool self-sustaining. Current state statutes (Minnesota Statutes Subd. 466.04) provide limits of liability for the City. There were no significant reductions in insurance from the previous year or settlements in excess of insurance coverage for any of the past three fiscal years.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 16 DEFINED BENEFIT PENSION PLANS – STATE-WIDE

A. Plan Description

The City of Lakeville participates in the following cost-sharing multiple-employer defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA). PERA's defined-benefit pension plans are established and administered in accordance with Minnesota Statutes, Chapters 353 and 356. PERA's defined-benefit pension plans are tax-qualified plans under Section 401(a) of the Internal Revenue Code.

1. General Employees Retirement Plan (GERF)

Membership in the General Plan includes employees of counties, cities, townships, schools in non-certified positions, and other governmental entities whose revenues are derived from taxation, fees, or assessments. Plan membership is required for any employee who is expected to earn more than \$425 in a month, unless the employee meets exclusion criteria.

2. Public Employees Police and Fire Plan (PEPFF)

Membership in the Police & Fire Plan includes full-time, licensed police officers and firefighters who meet the membership criteria defined in Minnesota Statutes section 353.64 and who are not earning service credit in any other PERA retirement plan or a local relief association for the same service. Employers can provide Police & Fire Plan coverage for part-time positions and certain other public safety positions by submitting a resolution adopted by the entity's governing body. The resolution must state that the position meets plan requirements.

B. Benefits Provided

PERA provides retirement, disability, and death benefits. Benefit provisions are established by state statute and can only be modified by the state Legislature. Vested, terminated employees who are entitled to benefits, but are not receiving them yet, are bound by the provisions in effect at the time they last terminated their public service. When a member is "vested," they have earned enough service credit to receive a lifetime monthly benefit after leaving public service and reaching an eligible retirement age. Members who retire at or over their Social Security full retirement age with at least one year of service qualify for a retirement benefit.

1. General Employees Retirement Plan Benefits

General Employees Plan requires three years of service to vest. Benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service. Two methods are used to compute benefits for General Plan members. Members hired prior to July 1, 1989, receive the higher of the Step or Level formulas. Only the Level formula is used for members hired after June 30, 1989. Under the Step formula, General Plan members receive 1.2% of the highest average salary for each of the first 10 years of service and 1.7% for each additional year. Under the Level formula, General Plan members receive 1.7% of highest average salary for all years of service. For members hired prior to July 1, 1989 a full retirement benefit is available when age plus years of

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 16 DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)

B. Benefits Provided (Continued)

1. General Employees Retirement Plan Benefits (Continued)

service equal 90 and normal retirement age is 65. Members can receive a reduced requirement benefit as early as age 55 if they have three or more years of service. Early retirement benefits are reduced by .25% for each month under age 65. Members with 30 or more years of service can retire at any age with a reduction of .25% for each month the member is younger than age 62. The Level formula allows General Plan members to receive a full retirement benefit at age 65 if they were first hired before July 1, 1989 or at age 66 if they were hired on or after July 1, 1989. Early retirement begins at age 55 with an actuarial reduction applied to the benefit.

Benefit increases are provided to benefit recipients each January. The postretirement increase is equal to 50% of the cost-of-living adjustment (COLA) announced by the SSA, with a minimum increase of at least 1% and a maximum of 1.5%. The 2024 annual increase was 1.5%. Recipients that have been receiving the annuity or benefit for at least a full year as of the June 30 before the effective date of the increase will receive the full increase. Recipients receiving the annuity or benefit for at least one month but less than a full year as of the June 30 before the effective date of the increase will receive a prorated increase.

2. Police and Fire Plan Benefits

Benefits for Police and Fire Plan members hired before July 1, 2010, are vested after three years of service. Members hired on or after July 1, 2010, are 50% vested after five years of service and 100% vested after ten years. After five years, vesting increase by 10% each full year of service until members are 100% vested after ten years. Police and Fire Plan members receive 3 percent of highest average salary for all years of service. Police and Fire Plan members receive a full retirement benefit when they are age 55 and vested, or when their age plus their years of service equals 90 or greater if they were first hired before July 1, 1989. Early retirement starts at age 50, and early retirement benefits are reduced by 0.417% each month members are younger than age 55.

Benefit increases are provided to benefit recipients each January. The postretirement increase is fixed at 1%. Recipients that have been receiving the annuity or benefit for at least 36 months as of the June 30 before the effective date of the increase will receive the full increase. Recipients receiving the annuity or benefit for at least 25 months but less than 36 months as of the June 30 before the effective date of the increase will receive a prorated increase.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 16 DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)

C. Contributions

Minnesota Statutes chapters 353, 353E, 353G, and 356 set the rates for employer and employee contributions. Contribution rates can only be modified by the state Legislature.

1. General Employees Fund Contributions

General Plan members were required to contribute 6.50% of their annual covered salary in fiscal year 2024 and the City was required to contribute 7.50% for Coordinated Plan members. The City contributions to the General Employees Fund for the year ended December 31, 2024 were \$1,126,459, which was equal to the required contribution as set by state statute.

2. Police and Fire Fund Contributions

Police and Fire Plan members were required to contribute 11.80% of their annual covered salary in fiscal year 2024 and the City was required to contribute 17.70% for Police and Fire Plan members. The City's contributions to the Police and Fire Fund for the year ended December 31, 2024 were \$1,557,876. The City's contributions were equal to the required contributions as set by state statute.

D. Pension Costs

1. General Employees Fund Pension Costs

At December 31, 2024, the City reported a liability of \$6,660,502 for its proportionate share of the General Employees Fund's net pension liability. The City's net pension liability reflected a reduction due to the state of Minnesota's contribution of \$16 million. The state of Minnesota is considered a non-employer contributing entity and the state's contribution meets the definition of a special funding situation. The State of Minnesota's proportionate share of the net pension liability associated with the City totaled \$172,227.

City's Proportionate Share of the Net Pension Liability	\$ 6,660,502
State of Minnesota's Proportionate Share of the Net Pension Liability Associated with the City	<u>172,227</u>
Total	<u><u>\$ 6,832,729</u></u>

The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportionate share of the net pension liability was based on the City's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2023 through June 30, 2024, relative to the total employer contributions received from all of PERA's participating employers. The City's proportionate share was 0.1802% at the end of the measurement period and 0.1929% for the beginning of the period.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 16 DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)

D. Pension Costs (Continued)

1. General Employees Fund Pension Costs (Continued)

For the year ended December 31, 2024, the City recognized pension expense of \$725,327 for its proportionate share of the General Employees Plan's pension expense.

At December 31, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ 626,262	\$ -
Changes in Actuarial Assumptions	32,519	2,520,890
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	1,934,155
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	413,782	600,226
City Contributions Subsequent to the Measurement Date	637,167	-
Total	<u>\$ 1,709,730</u>	<u>\$ 5,055,271</u>

The \$637,167 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2025. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ending December 31,</u>	Pension Expense <u>Amount</u>
2025	\$ (2,056,825)
2026	(399,263)
2027	(1,016,133)
2028	(510,487)

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 16 DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)

D. Pension Costs (Continued)

2. Police and Fire Fund Pension Costs

At December 31, 2024, the City reported a liability of \$8,132,040 for its proportionate share of the Police and Fire Fund's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportionate share of the net pension liability was based on the City's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2023 through June 30, 2024, relative to the total employer contributions received from all of PERA's participating employers. The City's proportionate share was 0.6181% at the end of the measurement period and 0.0608% for the beginning of the period.

The State of Minnesota contributed \$37.4 million to the Police and Fire Fund in the plan fiscal year ended June 30, 2024. The contribution consisted of \$9 million in direct state aid that meets the definition of a special funding situation, additional one-time direct state aid contribution of \$19.4 million, and \$9 million in supplemental state aid that does not meet the definition of a special funding situation. Additionally, \$9 million supplemental state aid was paid on October 1, 2024. Thereafter, by October 1 of each year, the state will pay \$9 million to the Police and Fire Fund until full funding is reached or July 1, 2048, whichever is earlier. The \$9 million in supplemental state aid will continue until the fund is 90% funded, or until the State Patrol Plan (administered by the Minnesota State Retirement System) is 90% funded, whichever occurs later. The State of Minnesota's proportionate share of the net pension liability associated with the City totaled \$309,990.

City's Proportionate Share of the Net Pension Liability	\$ 8,132,040
State of Minnesota's Proportionate Share of the Net Pension Liability Associated with the City	<u>309,990</u>
Total	<u><u>\$ 8,442,030</u></u>

For the year ended December 31, 2024, the City recognized pension expense of \$1,596,323 for its proportionate share of the Police and Fire Plan's pension expense.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 16 DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)

D. Pension Costs (Continued)

2. Police and Fire Fund Pension Costs (Continued)

At December 31, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ 3,169,126	\$ -
Changes in Actuarial Assumptions	8,939,221	11,974,638
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	2,644,139
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	438,471	66,311
City Contributions Subsequent to the Measurement Date	792,776	-
Total	<u>\$ 13,339,594</u>	<u>\$ 14,685,088</u>

The \$792,776 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2025. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ending December 31,</u>	<u>Pension Expense Amount</u>
2025	\$ (329,057)
2026	2,215,281
2027	(1,132,567)
2028	(3,108,968)
2029	217,041

3. Aggregate Pension Expense

The total pension expense, net pension liability, deferred inflows and deferred outflows of resources, and net pension assets for all plans in which the City participates are summarized below:

	GERF	PEPFF	Fire Relief	Total
Net Pension Liability	\$ 6,660,502	\$ 8,132,040	\$ (4,402,307)	\$ 14,792,542
Deferred Inflows of Resources	5,055,271	14,685,088	1,837,693	21,578,052
Deferred Outflows of Resources	1,709,730	13,339,594	205,825	15,255,149
Pension Expense	727,461	1,718,189	1,650,883	4,096,533
Net Pension Asset	N/A	N/A	4,402,307	4,402,307

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 16 DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)

E. Long-Term Expected Return on Investment

The State Board of Investment, which manages the investments of PERA, prepares an analysis of the reasonableness on a regular basis of the long-term expected rate of return using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future rates of return by the target asset allocation percentages. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	33.5 %	5.10 %
International Equity	16.5	5.30
Fixed Income	25.0	0.75
Private Markets	25.0	5.90
Totals	100.0 %	

F. Actuarial Methods and Assumptions

The total pension liability for each of the cost-sharing defined benefit plans was determined by an actuarial valuation as of June 30, 2024, using the entry age normal actuarial cost method. The long-term rate of return on pension plan investments used to determine the total liability is 7%. The 7% assumption is based on a review of inflation and investment return assumptions from a number of national investment consulting firms. The review provided a range of investment return rates considered reasonable by the actuary. An investment return of 7% is within that range.

- Inflation is assumed to be 2.25% for the General Employees Plan, Police & Fire Plan, and the Correctional Plan.
- Benefit increases after retirement are assumed to be 1.25% for the General Employees Plan, 1% for the Police & Fire Plan, and 2% for the Correctional Plan.

Salary growth assumptions in the General Employees Plan range in annual increments from 10.25% after one year of service to 3% after 27 years of service. In the Police & Fire Plan, salary growth assumptions range in annual increments from 11.75% after one year of service to 3% after 24 years of service. In the Correctional Plan, salary growth assumptions range from 11% at age 20 to 3% at age 60.

Mortality rates for the General Employees Plan are based on the Pub-2010 General Employee Mortality Table. Mortality rates for the Police & Fire Plan and the Correctional Plan are based on the Pub-2010 Public Safety Employee Mortality tables. The tables are adjusted slightly to fit PERA's experience.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 16 DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)

F. Actuarial Methods and Assumptions (Continued)

Actuarial assumptions for the General Employees Plan are reviewed every four years. The General Employees Plan was last reviewed in 2022. The assumption changes were adopted by the board and became effective with the July 1, 2023 actuarial valuation. The Police & Fire Plan and Correctional Plan were reviewed in 2024. PERA anticipates the experience study will be approved by the Legislative Commission on Pensions and Retirement and become effective with the July 1, 2025 actuarial valuation.

The following changes in actuarial assumptions and plan provisions occurred in 2024:

General Employees Fund

Changes in Actuarial Assumptions:

- Rates of merit and seniority were adjusted, resulting in slightly higher rates.
- Assumed rates of retirement were adjusted as follows: increase the rate of assumed unreduced retirements, slight adjustments to Rule of 90 retirement rates, and slight adjustments to early retirement rates for Tier 1 and Tier 2 members.
- Minor increase in assumed withdrawals for males and females.
- Lower rates of disability.
- Continued use of Pub-2010 general mortality table with slight rate adjustments as recommended in the most recent experience study.
- Minor changes to form of payment assumptions for male and female retirees.
- Minor changes to assumptions made with respect to missing participant data.

Changes in Plan Provisions:

- The workers' compensation offset for disability benefits was eliminated. The actuarial equivalent factors updated to reflect the changes in assumptions.

Police and Fire Fund

Changes in Plan Provisions:

- The State contribution of \$9.0 million per year will continue until the earlier of 1) both the Police & Fire Plan and the State Patrol Retirement Fund attain 90% funded status for three consecutive years (on an actuarial value of assets basis) or 2) July 1, 2048. The contribution was previously due to expire after attaining a 90% funded status for one year.
- The additional \$9.0 million contribution will continue until the Police & Fire Plan is fully funded for a minimum of three consecutive years on an actuarial value of assets basis, or July 1, 2048, whichever is earlier. This contribution was previously due to expire upon attainment of fully funded status on an actuarial value of assets basis for one year (or July 1, 2048 if earlier).

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 16 DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)

G. Discount Rate

The discount rate used to measure the total pension liability in 2024 was 7.0%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at rates set in Minnesota Statutes. Based on these assumptions, the fiduciary net position of the General Employees, Police and Fire, and Correctional Plans were projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

H. Pension Liability Sensitivity

The following presents the City's proportionate share of the net pension liability for all plans it participates in, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

GERF PENSION LIABILITY		1% Decrease in Discount Rate (6.00%)	Current Discount Rate (7.00%)	1% Increase in Discount Rate (8.00%)
Description				
City's Proportionate Share of the GERF Net Pension Liability		\$ 14,547,608	\$ 6,660,502	\$ 172,638
PEPFF PENSION LIABILITY		1% Decrease in Discount Rate (6.00%)	Current Discount Rate (7.00%)	1% Increase in Discount Rate (8.00%)
Description				
City's Proportionate Share of the PEPFF Net Pension Liability		\$ 19,217,599	\$ 8,132,040	\$ (971,524)

I. Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in a separately-issued PERA financial report that includes financial statements and required supplementary information. That report may be obtained on the Internet at www.mnpera.org.

NOTE 17 DEFINED CONTRIBUTION PLAN

Council members of the City are covered by the Defined Contribution Plan, a multiple-employer deferred compensation plan administered by PERA. The Defined Contribution Plan is a tax qualified plan under Section 401(a) of the Internal Revenue Code and all contributions by or on behalf of employees are tax deferred until time of withdrawal.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 17 DEFINED CONTRIBUTION PLAN (CONTINUED)

Plan benefits depend solely on amounts contributed to the plan plus investment earnings, less administrative expenses. Minnesota Statutes, Chapter 353D and 356, specifies plan provisions, including the employee and employer contribution rates for those qualified personnel who elect to participate. An eligible elected official who decides to participate contributes five percent of salary which is matched by the elected official's employer. For ambulance service personnel, employer contributions are determined by the employer, and for salaried employees contributions must be a fixed percentage of salary. Employer contributions for volunteer personnel may be a unit value for each call or period of alert duty. Employees who are paid for their services may elect to make member contributions in an amount not to exceed the employer share. Employer and employee contributions are combined and used to purchase shares in one or more of the seven accounts of the Minnesota Supplemental Investment Fund. For administering the plan, PERA receives two percent of employer contributions and twenty-five hundredths of one percent (0.25%) of the assets in each member's account annually.

Total contributions made by the City for the current fiscal year were:

Year Ended, December 31,	Contribution Amount		Percentage of Covered Payroll		Required Rate for Employees and Employers
	Employee	Employer	Employee	Employer	
2024	\$ 2,795	\$ 2,795	5%	5%	5%

NOTE 18 DEFINED BENEFIT PENSION PLANS – FIRE RELIEF ASSOCIATION

A. Plan Description

Volunteer firefighters of the City of Lakeville Fire Department (the Department) are members of the Lakeville Fire Relief Association (the Association), which administers a single-employer defined benefit plan established to provide benefits for its members. The plan is established and administered in accordance with Minnesota Statute, Chapters 69 and 424, as amended. The Association is governed by a board of six members elected by the members of the Association for three-year terms. One City Council member, Finance Director and Fire Chief are ex officio, nonvoting members of the Board of Trustees. As of December 31, 2024, the plan covered 75 active firefighters and 24 vested terminated firefighters whose pension benefits are deferred.

The Association maintains a separate Special Fund to accumulate assets to fund the retirement benefits earned by the Department's membership. Funding for the Association is derived from an insurance premium tax in accordance with the Volunteer Firefighter's Relief Association Financing Guidelines Act of 1971 (Chapter 261 as amended by Chapter 509 of Minnesota Statutes 1980). Funds are also derived from investment income.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 18 DEFINED BENEFIT PENSION PLANS – FIRE RELIEF ASSOCIATION (CONTINUED)

B. Benefits Provided

A firefighter who completes at least 20 years as an active member of the Department is entitled, after age 50, to a full service pension upon retirement.

The bylaws of the Association also provide for an early vested service pension for a retiring member who has completed fewer than 20 years of service. The reduced pension, available to members with seven years of service, shall be equal to 48% of the pension as described by the bylaws. This percentage increases 4% per year so that at 20 years of service, the full amount prescribed is paid. Members who retire with less than 20 years of service and have reached the age of 50 years and have completed at least seven years of active membership are entitled to a reduced service pension not to exceed the amount calculated by multiplying the member's service pension for the completed years of service times the applicable nonforfeitable percentage of pension.

C. Contributions

Minnesota Statutes, Chapters 424 and 424A authorize pension benefits for volunteer fire relief associations. The plan is funded by fire state aid, investment earnings, and, if necessary, employer contributions as specified in Minnesota Statutes and voluntary city contributions (if applicable). The firefighters have no obligation to contribute to the plan. Nonemployer pension contributions include state aid from the state of Minnesota and municipal contributions from the City. On-behalf of the state payments from the state of Minnesota are received initially by the City and subsequently remitted to the Association. These on-behalf of the state aid payments in addition to the City's municipal contribution payments to the Association plan are recognized as revenues and expenditures in the City's General Fund during the period received.

The City contributed state of Minnesota fire aid of \$685,405 to the plan on behalf of the Department for the year ended December 31, 2024, which was recorded as revenue. Required employer contributions are calculated annually based on statutory provisions. The City's statutorily required contributions to the plan for the year ended December 31, 2024 were \$-0-. The City's contributions were equal to the required contributions as set by state statute. The City made no voluntary contributions to the plan.

D. Pension Costs

At December 31, 2024, the City reported a net pension liability (asset) of (\$4,402,307) for the plan. The net pension liability (asset) was measured as of December 31, 2024. The total pension liability used to calculate the net pension liability (asset) in accordance with GASB Statement No. 68 was determined by Van Iwaarden Associates, applying an actuarial formula to specific census data certified by the Department as of December 31, 2024.

CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 18 DEFINED BENEFIT PENSION PLANS – FIRE RELIEF ASSOCIATION (CONTINUED)

D. Pension Costs (Continued)

The following table presents the changes in the net pension liability (asset) during the year:

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a-b)
Beginning balance - January 1, 2024	\$ 7,413,982	\$ 11,585,642	\$ (4,171,660)
Changes for the year:			
Service cost	501,314	-	501,314
Interest on pension liability (asset)	432,398	-	432,398
Difference between expected and actual economic experience	(255,200)	-	(255,200)
Changes of assumptions	(126,493)	-	(126,493)
Changes of benefit terms	1,847,064	-	1,847,064
Contributions (employer)	-	-	-
Contributions (state)	-	685,405	(685,405)
Net investment income	-	1,965,419	(1,965,419)
Benefit payments	(790,653)	(790,653)	-
Administrative costs	-	(21,094)	21,094
Total net changes	<u>1,608,430</u>	<u>1,839,077</u>	<u>(230,647)</u>
Ending balance - December 31, 2024	<u>\$ 9,022,412</u>	<u>\$ 13,424,719</u>	<u>\$ (4,402,307)</u>

For the year ended December 31, 2024, the City recognized pension expense of \$1,627,213.

At December 31, 2024, the City reported deferred outflows of resources, including its contributions subsequent to the measurement date, related to pension from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in Actuarial Assumptions	\$ 108,483	\$ 133,111
Difference between expected and actual experience	97,342	755,135
Net Difference Between Projected and Actual		
Earnings on Pension Plan Investments	-	949,447
Total	<u>\$ 205,825</u>	<u>\$ 1,837,693</u>

Amounts reported as deferred outflows and inflows of resources related to the plan will be recognized in pension expense as follows:

Year Ending December 31,	Pension Expense Amount
2025	\$ (328,134)
2026	(93,469)
2027	(696,149)
2028	(392,739)
2029	(33,350)
Thereafter	(88,027)

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 18 DEFINED BENEFIT PENSION PLANS – FIRE RELIEF ASSOCIATION (CONTINUED)

E. Actuarial Assumptions

The total pension liability at the December 31, 2022 valuation date was determined using the entry age normal actuarial cost method and the following actuarial assumptions:

Retirement eligibility at 100% service pension at age 50 with 20 years of service, early vested retirement at age 50 with seven years of service vested at 48% and increased by 4% for each additional year of service up to 20 and eligibility for deferred service pension payable at age 50 and based on the lump sum pension formula and service at date of termination reduced for less than 20 years of service.

Inflation	2.50% per year
Active Member Payroll Growth	2.50% per year
Investment Rate of Return	6.25%
20-Year Municipal Bond Yield	4.08%

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Allocation at Measurement Date	Long-Term Expected Real Rate of Return	Long-Term Expected Nominal Rate of Return
Domestic Equity	64.00 %	4.52 %	7.02 %
International Equity	4.00	5.08	7.58
Fixed Income	11.00	2.44	4.94
Real Estate and Alternatives	-	3.73	6.23
Cash and Equivalents	21.00	0.99	3.49
Totals	100.00 %		29.26
Reduced for Assumed Investment Expense			(0.10)
Net Assumed Investment Return (Rounded to 1/4%)			5.75 %

F. Discount Rate

The discount rate used to measure the total pension liability was 6.25%. This was a 0.5% increase from the previous discount rate of 5.75%. The projection of cash flows used to determine the discount rate assumed that contributions to the plan will be made as specified in statute. Based on that assumption and considering the funding ratio of the plan, the fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

G. Pension Liability Sensitivity

The following presents the City's net pension liability (asset) for the plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate 1% lower or 1% higher than the current discount rate:

Description	1% Decrease in Discount Rate (5.25%)	Current Discount Rate (6.25%)	1% Increase in Discount Rate (7.25%)
Defined Benefit Plan	\$ (4,137,254)	\$ (4,402,307)	\$ (4,657,263)

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 18 DEFINED BENEFIT PENSION PLANS – FIRE RELIEF ASSOCIATION (CONTINUED)

H. Pension Plan Fiduciary Net Position

The Association issues a publicly available financial report. This report may be obtained by writing to the Lakeville Firefighters' Relief Association, 20195 Holyoke Avenue, Lakeville, Minnesota, 55044 or by calling (952) 985-4480.

NOTE 19 DEFERRED COMPENSATION PLAN

The City offers its employees an optional deferred compensation plan created in accordance with Internal Revenue Service Code Section 457. The plan is available to all City employees, which permits them to tax defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. Under provisions of Section 72(p) of the Internal Revenue Code, a plan may permit participant loans once 457 plan assets are held in a trust. As of the current fiscal year, the City's plan does not have a loan provision for its participants. All amounts of compensation deferred under the plan must be held in trust for the exclusive benefit of plan participants and/or beneficiaries. Investments are managed by the plan's trustee under various investment options or a combination thereof. The choice of investment options is made by the participant. The plan is offered through the City in connection with ICMA-RC and does not meet the requirements of GASB Statement Nos. 84 and 97 for inclusion as a fiduciary activity of the City.

NOTE 20 LITIGATION

There are several lawsuits pending in which the City is involved. The City Attorney has indicated that existing and pending lawsuit claims and other actions in which the City is a defendant are either covered by insurance, fully reserved for by the City, or the cases are in the early stages of discovery, and accordingly, the ultimate outcome cannot presently be determined. It is the opinion of City management that in each case the possibility of material loss, net of amounts reserved is remote.

NOTE 21 TAX ABATEMENT

The City has five pay-as-you-go tax increment financing districts with local businesses to promote economic development within the City. The City agrees pursuant to the authority granted in the TIF Act to abate real estate taxes based on the increased property value from improvements on the owned property. The three of the five agreements call for 95% of the property tax increments collected to be returned to the developers. The City will retain 5% for administrative fees for the periods of time specified in each agreement. One of the agreements calls for 90% if the property tax increments collected to be returned to the developers. The City will retain 10% for administrative fees for the periods of time specified the agreement. One of the agreements calls for 80% if the property tax increments collected to be returned to the developers. The City will retain 20% for administrative fees for the periods of time specified the agreement. For the year ended December 31, 2024, the City paid excess tax increment in the amount of \$650,226. No other commitments were made by the City as part of these agreements.

**CITY OF LAKEVILLE
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2024**

NOTE 22 ACCOUNTING CHANGES AND ERROR CORRECTIONS

A) Change In Accounting Principle

For the year ended December 31, 2024, the City implemented a change in accounting principle related to the treatment of group asset purchases. This change was prompted by the amendment of Question 7.9.8 in GASB Implementation Guide 2015-1, replaced by Question 5.1 in Implementation Guide 2021-1. The change is applied retroactively in accordance with GASB Statement No. 100.

As part of the City's retroactive review, annual water meter purchases from 2014 through 2023 were identified as group asset purchases that meet the criteria for capitalization under the revised guidance. Accordingly, these assets have been capitalized.

The effect of this change in the current period is an increase of \$4,352,159 in Utility Fund capital assets and a corresponding increase in Utility Fund net position. The effect of the change is shown in column A of the table below.

Adjustments to and Restatements of Beginning Balances

During fiscal year 2024, the change in accounting principle related to the treatment of group asset purchases resulted in a restatement of beginning net position, as follows:

	December 31, 2023 As Previously Reported	Change in Accounting Principle (A)	December 31, 2024 As Adjusted or Restated
Government-Wide:			
Business-Type Activities	<u>\$ 221,210,035</u>	<u>\$ 4,352,159</u>	<u>\$ 225,562,194</u>
Proprietary Funds:			
Major Funds			
Utility Fund	<u>\$ 208,198,794</u>	<u>\$ 4,352,159</u>	<u>\$ 212,550,953</u>

NOTE 23 SUBSEQUENT EVENT

On April 16, 2025, the City issued \$22.25 million in General Obligation Bonds. Of this, \$18.1 million will fund the new First Responders Skill Training Center (FiRST Center), and \$4.15 million is allocated to 2025 street reconstruction projects. The \$25.8 million FiRST Center will be built on the site of the old public works building at 777 214th Street, serving fire, police, and EMT personnel across the south metro and Greater Minnesota. The project is supported by \$7.17 million in state funding and \$800,000 in federal funding. Newly adopted electric and gas franchise fees will repay the bond portion related to the FiRST Center.

REQUIRED SUPPLEMENTARY INFORMATION

**CITY OF LAKEVILLE
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES – BUDGETARY COMPARISON
YEAR ENDED DECEMBER 31, 2024**

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		Positive (Negative)
REVENUE				
Property Taxes				
General property taxes:				
Current	\$ 25,978,925	\$ 25,978,925	\$ 25,787,647	\$ (191,278)
Delinquent	226,500	226,500	155,765	(70,735)
Fiscal Disparities	3,530,725	3,530,725	3,476,441	(54,284)
Mobile Home Tax	80,000	80,000	90,522	10,522
Gravel Tax	5,000	5,000	2,763	(2,237)
Total property taxes	29,821,150	29,821,150	29,513,138	(308,012)
Licenses and permits	3,262,810	2,962,810	3,052,954	90,144
Intergovernmental				
Market value homestead credit	3,000	3,000	2,155	(845)
State-aid police	642,476	797,698	797,698	-
State-aid fire	575,879	695,405	682,405	(13,000)
State-aid PERA	-	-	131,962	131,962
State police and fire grants	206,485	232,485	234,747	2,262
State other grants	77,752	84,371	176,070	91,699
Federal other grants	91,249	91,249	145,118	53,869
Other Grants	-	-	2,500	
Total intergovernmental	1,596,841	1,904,208	2,172,655	265,947
Charges for services				
General government	507,357	561,767	604,439	42,672
Public safety	622,495	622,495	596,552	(25,943)
Public works	819,342	819,342	1,294,484	475,142
Parks and recreation	1,110,316	1,220,616	1,375,022	154,406
Total charges for services	3,059,510	3,224,220	3,870,497	646,277
Special assessments	-	-	9,321	9,321
Fines	240,000	240,000	222,790	(17,210)
Investment income				
Interest Income	311,190	611,190	470,764	(140,426)
Increase (Decrease in Fair Market Value)	-	-	398,037	398,037
Total investment income	311,190	611,190	868,801	257,611
Donations	45,200	45,200	76,290	31,090
Miscellaneous	38,884	61,284	80,841	19,557
Total revenues	38,375,585	38,870,062	39,867,287	994,725

See accompanying Note to Required Supplementary Information.

**CITY OF LAKEVILLE
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES – BUDGETARY COMPARISON (CONTINUED)
YEAR ENDED DECEMBER 31, 2024**

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
EXPENDITURES				
General government				
Mayor and council				
Personnel services	\$ 60,379	\$ 57,360	\$ 56,481	\$ 879
Commodities	50	47	-	47
Other charges and services	77,971	74,050	44,878	29,172
Total mayor and council	138,400	131,457	101,359	30,098
Committees/commissions				
Personnel services	74,289	74,289	94,204	(19,915)
Commodities	2,500	2,500	1,109	1,391
Other charges and services	59,200	59,200	54,303	4,897
Total committees/commissions	135,989	135,989	149,616	(13,627)
City administration				
Personnel services	579,819	510,947	513,237	(2,290)
Commodities	2,550	2,422	4,247	(1,825)
Other charges and services	64,691	60,725	55,121	5,604
Capital Outlay	-	-	127	(127)
Total city administration	647,060	574,094	572,732	1,362
City clerk				
Personnel services	265,956	310,594	315,301	(4,707)
Commodities	5,420	15,420	16,169	(749)
Other charges and services	87,724	88,324	83,222	5,102
Total city clerk	359,100	414,338	414,692	(354)
Legal counsel				
Other charges and services	87,000	97,000	99,827	(2,827)
Community and economic development				
Personnel services	1,070,370	1,082,810	960,750	122,060
Commodities	2,566	2,566	2,430	136
Other charges and services	132,212	132,212	107,542	24,670
Capital Outlay	-	-	2,367	(2,367)
Total community and economic development	1,205,148	1,217,588	1,073,089	144,499
Inspections				
Personnel services	1,506,687	1,515,572	1,386,043	129,529
Commodities	16,796	16,796	13,837	2,959
Other charges and services	455,626	455,626	419,091	36,535
Capital Outlay	34,245	34,245	33,635	610
Total inspections	2,013,354	2,022,239	1,852,606	169,633

See accompanying Note to Required Supplementary Information.

**CITY OF LAKEVILLE
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES – BUDGETARY COMPARISON (CONTINUED)
YEAR ENDED DECEMBER 31, 2024**

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
EXPENDITURES (CONTINUED)				
General government (continued)				
General government facilities				
Personnel services	\$ 449,966	\$ 385,414	\$ 391,730	\$ (6,316)
Commodities	26,477	22,749	15,945	6,804
Other charges and services	254,964	217,435	191,286	26,149
Total general government facilities	731,407	625,598	598,961	26,637
Finance				
Personnel services	1,051,698	1,033,451	1,016,317	17,134
Commodities	2,300	2,300	1,747	553
Other charges and services	321,780	321,780	223,033	98,747
Total finance	1,375,778	1,357,531	1,241,097	116,434
Information technology				
Personnel services	535,051	395,936	393,689	2,247
Commodities	5,500	4,070	3,821	249
Other charges and services	522,918	490,572	385,444	105,128
Total information technology	1,063,469	890,578	782,954	107,624
Human resources				
Personnel services	663,735	504,555	575,336	(70,781)
Commodities	1,800	1,342	3,100	(1,758)
Other charges and services	279,321	246,626	184,072	62,554
Capital Outlay	-	-	643	(643)
Total human resources	944,856	752,523	763,151	(10,628)
Insurance coverage				
Other charges and services	250,000	250,000	250,000	-
Total general government	8,951,561	8,468,935	7,900,084	568,851
Public safety				
Police				
Personnel services	12,706,216	12,848,862	13,070,527	(221,665)
Commodities	477,229	477,229	495,852	(18,623)
Other charges and services	2,396,808	2,412,652	2,347,365	65,287
Total police	15,580,253	15,738,743	15,913,744	(175,001)
Fire Protection				
Personnel services	2,924,016	3,057,323	3,087,902	(30,579)
Commodities	229,321	229,321	189,677	39,644
Other charges and services	366,087	366,087	375,915	(9,828)
Total fire protection	3,519,424	3,652,731	3,653,494	(763)
Total public safety	19,099,677	19,391,474	19,567,238	(175,764)

See accompanying Note to Required Supplementary Information.

**CITY OF LAKEVILLE
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES – BUDGETARY COMPARISON (CONTINUED)
YEAR ENDED DECEMBER 31, 2024**

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
EXPENDITURES (CONTINUED)				
Public Works				
Engineering				
Personnel services	\$ 999,808	\$ 798,224	\$ 718,709	\$ 79,515
Commodities	8,270	6,120	4,688	1,432
Other charges and services	198,242	179,461	91,066	88,395
Capital Outlay	-	-	-	-
Total engineering	1,206,320	983,805	814,463	169,342
Forestry				
Personnel services	239,333	239,333	195,899	43,434
Commodities	9,736	9,736	7,549	2,187
Other charges and services	348,090	348,090	397,365	(49,275)
Total engineering	597,159	597,159	600,813	(3,654)
Construction services				
Personnel services	592,484	592,484	383,759	208,725
Commodities	12,350	12,350	8,381	3,969
Other charges and services	17,750	17,750	14,689	3,061
Capital Outlay	-	-	2,259	(2,259)
Total construction services	622,584	622,584	409,088	213,496
Street maintenance				
Personnel services	2,860,065	2,785,257	2,506,204	279,053
Commodities	1,104,220	1,083,182	871,131	212,051
Other charges and services	497,640	472,272	412,095	60,177
Total street maintenance	4,461,925	4,340,711	3,789,430	551,281
Total public works	6,887,988	6,544,259	5,613,794	930,465
Parks and recreation				
Park maintenance				
Personnel services	2,674,592	2,697,075	2,777,646	(80,571)
Commodities	356,919	356,919	346,951	9,968
Other charges and services	703,272	703,272	601,755	101,517
Total park maintenance	3,734,783	3,757,266	3,726,352	30,914
Recreation				
Personnel services	620,185	624,255	615,787	8,468
Commodities	47,108	49,608	39,602	10,006
Other charges and services	389,506	431,306	447,309	(16,003)
Total recreation	1,056,799	1,105,169	1,102,698	2,471
Arts center				
Personnel services	574,013	580,632	615,987	(35,355)
Commodities	61,755	61,755	100,942	(39,187)
Other charges and services	311,494	440,894	449,670	(8,776)
Capital Outlay	37,500	47,500	53,024	(5,524)
Total arts center	984,762	1,130,781	1,219,623	(88,842)
Total parks and recreation	5,776,344	5,993,216	6,048,673	(55,457)
Other	250,000	-	-	-
Total expenditures	40,965,570	40,397,884	39,129,789	1,268,095

See accompanying Note to Required Supplementary Information.

**CITY OF LAKEVILLE
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES – BUDGETARY COMPARISON (CONTINUED)
YEAR ENDED DECEMBER 31, 2024**

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
EXCESS (DEFICIENCY) OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ (2,589,985)</u>	<u>\$ (1,527,822)</u>	<u>\$ 737,498</u>	<u>\$ 2,262,820</u>
OTHER FINANCE SOURCES (USES)				
Transfers In From:				
Special Revenue - Communications Fund	283,491	196,998	196,998	-
Enterprise - Liquor Fund	269,036	30,000	30,000	-
Enterprise - Utility Fund	694,044	-	-	-
Internal Service - Municipal Reserves Fund	30,000	-	-	-
Transfers Out To:				
Capital Projects Fund	(215,000)	(215,000)	(215,000)	-
Total Other Finance Sources (Uses)	<u>1,061,571</u>	<u>11,998</u>	<u>11,998</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	<u><u>\$ (1,528,414)</u></u>	<u><u>\$ (1,515,824)</u></u>	<u>749,496</u>	<u>\$ 2,265,320</u>
FUND BALANCES				
Beginning of Year			22,372,997	
Change in Supplies - Inventory			64,136	
End of Year			<u><u>\$ 23,186,629</u></u>	

See accompanying Note to Required Supplementary Information.

**CITY OF LAKEVILLE
GENERAL FUND
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
DECEMBER 31, 2024**

A. Budgetary Information

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. Annual appropriated budgets are adopted for the General Fund and Special Revenue Funds. Budgeted amounts are as originally adopted or as amended by the City Council. The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The City Administrator submits a proposed operating budget to the City Council.
2. Public hearings are conducted to obtain taxpayer comments.
3. Upon Council approval the budget is legally adopted and employs formal budgetary integration during the year.
4. Expenditures may legally exceed budgeted appropriations at the fund level through City Council action.
5. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is at the fund level for the General Fund and total expenditures for the Special Revenue Funds. The City Administrator has authorization to expend funds in excess of the appropriation for individual line items.
6. Budget appropriations of all funds lapse at year-end to the extent they were not encumbered. Encumbrances are re-appropriated in the following year's budget.

**CITY OF LAKEVILLE
PERA – GENERAL EMPLOYEES RETIREMENT FUND
YEAR ENDED DECEMBER 31, 2024**

**GERF Schedule of the City's Proportionate Share of the Net Pension Liability
Last Ten Fiscal Years***

	Measurement Date									
	6/30/2024	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015
City's Proportion of the Net Pension Liability	0.1802%	0.1929%	0.1821%	0.1758%	0.1701%	0.1633%	0.1632%	0.1585%	0.1544%	0.1540%
City's Proportionate Share of the Net Pension Liability	\$ 6,660,502	\$ 10,786,752	\$ 14,422,380	\$ 7,507,448	\$ 10,198,272	\$ 9,028,491	\$ 9,053,667	\$ 10,118,535	\$ 12,536,514	\$ 7,981,079
State's Proportionate Share of the Net Pension Liability Associated with the City	172,227	297,327	422,734	229,302	314,577	280,654	297,059	127,203	-	-
Total	<u>\$ 6,832,729</u>	<u>\$ 11,084,079</u>	<u>\$ 14,845,114</u>	<u>\$ 7,736,750</u>	<u>\$ 10,512,849</u>	<u>\$ 9,309,145</u>	<u>\$ 9,350,726</u>	<u>\$ 10,245,738</u>	<u>\$ 12,536,514</u>	<u>\$ 7,981,079</u>
City's Covered Payroll	\$ 15,019,453	\$ 15,468,304	\$ 13,640,721	\$ 12,645,032	\$ 12,134,069	\$ 11,645,116	\$ 10,971,998	\$ 10,213,446	\$ 9,572,229	\$ 9,046,858
City's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll	44.35%	69.73%	105.73%	59.37%	84.05%	77.53%	82.52%	99.07%	130.97%	88.22%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	89.08%	83.10%	76.67%	87.00%	79.06%	80.20%	79.53%	75.90%	68.90%	78.20%

* The Amounts Presented for Each Fiscal Year were Determined as of 6/30.

**GERF Schedule of City Contributions
Last Ten Fiscal Years***

	Fiscal Year Ended December 31,									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Statutorily Required Contribution	\$ 1,126,459	\$ 1,065,020	\$ 1,065,020	\$ 987,086	\$ 990,259	\$ 896,894	\$ 847,485	\$ 791,612	\$ 741,919	\$ 705,189
Contributions in Relation to the Statutorily Required Contribution	(1,126,459)	(1,065,020)	(1,065,020)	(987,086)	(990,259)	(896,894)	(847,485)	(791,612)	(741,919)	(705,189)
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's Covered Payroll	\$ 15,019,453	\$ 14,200,267	\$ 14,200,267	\$ 13,161,147	\$ 13,203,453	\$ 11,958,587	\$ 11,299,800	\$ 10,554,827	\$ 9,892,253	\$ 9,402,520
Contributions as a Percentage of Covered Payroll	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%

* The Amounts Presented for Each Fiscal Year were Determined as of 12/31.

Note: The City implemented GASB Statement No. 68 in fiscal 2015 (using a June 30, 2015 measurement date).

See accompanying Notes to Required Supplementary Information – Statewide Plans.

**CITY OF LAKEVILLE
PERA – PUBLIC EMPLOYEES POLICE AND FIRE FUND
YEAR ENDED DECEMBER 31, 2024**

**PEPFF Schedule of the City's Proportionate Share of the Net Pension Liability
Last Eight Fiscal Years***

	Measurement Date									
	6/30/2024	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015
City's Proportion of the Net Pension Liability	0.6181%	0.6080%	0.5996%	0.5818%	0.5668%	0.5900%	0.5693%	0.5490%	0.5620%	0.5320%
City's Proportionate Share of the Net Pension Liability	\$ 8,132,040	\$ 10,499,370	\$ 26,092,224	\$ 4,490,879	\$ 7,471,030	\$ 6,281,146	\$ 6,068,152	\$ 7,412,153	\$ 22,554,038	\$ 6,044,765
State's Proportionate Share of the Net Pension Liability Associated with the City	309,990	422,928	1,139,864	201,912	175,988	-	-	-	-	-
Total	<u>\$ 8,442,030</u>	<u>\$ 10,922,298</u>	<u>\$ 27,232,088</u>	<u>\$ 4,692,791</u>	<u>\$ 7,647,018</u>	<u>\$ 6,281,146</u>	<u>\$ 6,068,152</u>	<u>\$ 7,412,153</u>	<u>\$ 22,554,038</u>	<u>\$ 6,044,765</u>
City's Covered Payroll	\$ 8,801,559	\$ 7,903,580	\$ 7,255,546	\$ 6,888,492	\$ 6,400,325	\$ 6,241,714	\$ 6,004,172	\$ 5,635,205	\$ 5,423,663	\$ 4,870,941
City's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll	92.39%	132.84%	359.62%	65.19%	116.73%	100.63%	101.07%	131.53%	415.85%	124.10%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	90.17%	86.47%	70.53%	93.66%	87.19%	89.30%	88.84%	85.40%	63.90%	86.60%

* The Amounts Presented for Each Fiscal Year were Determined as of 6/30.

**PEPFF Schedule of City Contributions
Last Eight Fiscal Years***

	Fiscal Year Ended December 31,									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Statutorily Required Contribution	\$ 1,557,876	\$ 1,403,842	\$ 1,316,993	\$ 1,172,597	\$ 1,173,052	\$ 1,066,319	\$ 999,032	\$ 942,349	\$ 904,571	\$ 845,144
Contributions in Relation to the Statutorily Required Contribution	(1,557,876)	(1,403,842)	(1,316,993)	(1,172,597)	(1,173,052)	(1,066,319)	(999,032)	(942,349)	(904,571)	(845,144)
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's Covered Payroll	\$ 8,801,559	\$ 7,931,311	\$ 7,440,638	\$ 6,624,842	\$ 6,627,412	\$ 6,290,968	\$ 6,166,864	\$ 5,816,969	\$ 5,583,772	\$ 5,216,938
Contributions as a Percentage of Covered Payroll	17.70%	17.70%	17.70%	17.70%	17.70%	16.95%	16.20%	16.20%	16.20%	16.20%

* The Amounts Presented for Each Fiscal Year were Determined as of 12/31.

Note: The City implemented GASB Statement No. 68 in fiscal 2015 (using a June 30, 2015 measurement date).

See accompanying Notes to Required Supplementary Information – Statewide Plans.

CITY OF LAKEVILLE
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION – STATEWIDE PLANS
DECEMBER 31, 2024

General Employees Fund

2024 Changes

Changes in Actuarial Assumptions

- Rates of merit and seniority were adjusted, resulting in slightly higher rates.
- Assumed rates of retirement were adjusted as follows: increase the rate of assumed unreduced retirements, slight adjustments to Rule of 90 retirement rates, and slight adjustments to early retirement rates for Tier 1 and Tier 2 members.
- Minor increase in assumed withdrawals for males and females.
- Lower rates of disability.
- Continued use of Pub-2010 general mortality table with slight rate adjustments as recommended in the most recent experience study.
- Minor changes to form of payment assumptions for male and female retirees.
- Minor changes to assumptions made with respect to missing participant data.

Changes in Plan Provisions

- The workers' compensation offset for disability benefits was eliminated. The actuarial equivalent factors updated to reflect the changes in assumptions

2023 Changes

Changes in Actuarial Assumptions:

- The investment return assumption and single discount rate were changed from 6.5% to 7.0%.

Changes in Plan Provisions:

- An additional one-time direct state aid contribution of \$170.1 million will be contributed to the Plan on October 1, 2023.
- The vesting period of those hired after June 30, 2010, was changed from five years of allowable service to three years of allowable service.
- The benefit increase delay for early retirements on or after January 1, 2024, was eliminated.
- A one-time, non-compounding benefit increase of 2.5% minus the actual 2024 adjustment will be payable in a lump sum for calendar year 2024 by March 31, 2024.

2022 Changes

Changes in Actuarial Assumptions:

- The mortality improvement scale was changed from Scale MP-2020 to Scale MP-2021.

Changes in Plan Provisions:

- There were no changes in plan provisions since the previous valuation.

2021 Changes

Changes in Actuarial Assumptions:

- The investment return and single discount rates were changed from 7.50% to 6.50%, for financial reporting purposes.
- The mortality improvement scale was changed from Scale MP-2019 to Scale MP-2020.

- Changes in Plan Provisions:

- There were no changes in plan provisions since the previous valuation.

**CITY OF LAKEVILLE
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION – STATEWIDE PLANS
DECEMBER 31, 2024**

General Employees Fund (Continued)

2020 Changes

Changes in Actuarial Assumptions:

- The price inflation assumption was decreased from 2.50% to 2.25%.
- The payroll growth assumption was decreased from 3.25% to 3.00%.
- Assumed salary increase rates were changed as recommended in the June 30, 2019 experience study. The net effect is assumed rates that average 0.25% less than previous rates.
- Assumed rates of retirement were changed as recommended in the June 30, 2019 experience study. The changes result in more unreduced (normal) retirements and slightly fewer Rule of 90 and early retirements.
- Assumed rates of termination were changed as recommended in the June 30, 2019 experience study. The new rates are based on service and are generally lower than the previous rates for years 2-5 and slightly higher thereafter.
- Assumed rates of disability were changed as recommended in the June 30, 2019 experience study. The change results in fewer predicted disability retirements for males and females.
- The base mortality table for healthy annuitants and employees was changed from the RP-2014 table to the Pub-2010 General Mortality table, with adjustments. The base mortality table for disabled annuitants was changed from the RP-2014 disabled annuitant mortality table to the PUB-2010 General/Teacher disabled annuitant mortality table, with adjustments.
- The mortality improvement scale was changed from Scale MP-2018 to Scale MP-2019.
- The assumed spouse age difference was changed from two years older for females to one year older.
- The assumed number of married male new retirees electing the 100% Joint & Survivor option changed from 35% to 45%. The assumed number of married female new retirees electing the 100% Joint & Survivor option changed from 15% to 30%. The corresponding number of married new retirees electing the Life annuity option was adjusted accordingly.

Changes in Plan Provisions:

- Augmentation for current privatized members was reduced to 2.0% for the period July 1, 2020 through December 31, 2023 and 0.0% after. Augmentation was eliminated for privatizations occurring after June 30, 2020.

2019 Changes

Changes in Actuarial Assumptions:

- The morality projection scale was changed from MP-2017 to MP-2018.

Changes in Plan Provisions:

- The employer supplemental contribution was changed prospectively, decreasing from \$31.0 million to \$21.0 million per year. The State's special funding contribution was changed prospectively, requiring \$16.0 million due per year through 2031.

2018 Changes

Changes in Actuarial Assumptions:

- The morality projection scale was changed from MP-2015 to MP-2017.
- The assumed benefit increase was changed from 1.00% per year through 2044 and 2.50% per year thereafter to 1.25% per year.

CITY OF LAKEVILLE
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION – STATEWIDE PLANS
DECEMBER 31, 2024

General Employees Fund (Continued)

2018 Changes (Continued)

Changes in Plan Provisions:

- The augmentation adjustment in early retirement factors is eliminated over a five-year period starting July 1, 2019, resulting in actuarial equivalence after June 30, 2024.
- Interest credited on member contributions decreased from 4.00% to 3.00%, beginning July 1, 2018.
- Deferred augmentation was changed to 0.00%, effective January 1, 2019. Augmentation that has already accrued for deferred members will still apply.
- Contribution stabilizer provisions were repealed.
- Postretirement benefit increases were changed from 1.00% per year with a provision to increase to 2.50% upon attainment of 90.00% funding ratio to 50.00% of the Social Security Cost of Living Adjustment, not less than 1.00% and not more than 1.50%, beginning January 1, 2019.
- For retirements on or after January 1, 2024, the first benefit increase is delayed until the retiree reaches normal retirement age; does not apply to Rule of 90 retirees, disability benefit recipients, or survivors.
- Actuarial equivalent factors were updated to reflect revised mortality and interest assumptions.

2017 Changes

Changes in Actuarial Assumptions:

- The combined service annuity (CSA) loads were changed from 0.80% for active members and 60.00% for vested and nonvested deferred members. The revised CSA load are now 0.00% for active member liability, 15.00% for vested deferred member liability, and 3.00% for nonvested deferred member liability.
- The assumed postretirement benefit increase rate was changed for 1.00% per year for all years to 1.00% per year through 2044 and 2.50% per year thereafter.

Changes in Plan Provisions:

- The State's contribution for the Minneapolis Employees Retirement Fund equals \$16,000,000 in 2017 and 2018, and \$6,000,000 thereafter.
- The Employer Supplemental Contribution for the Minneapolis Employees Retirement Fund changed from \$21,000,000 to \$31,000,000 in calendar years 2019 to 2031. The state's contribution changed from \$16,000,000 to \$6,000,000 in calendar years 2019 to 2031.

2016 Changes

Changes in Actuarial Assumptions:

- The assumed postretirement benefit increase rate was changed from 1.00% per year through 2035 and 2.50% per year thereafter to 1.00% per year for all years.
- The assumed investment return was changed from 7.90% to 7.50%. The single discount rate changed from 7.90% to 7.50%.
- Other assumptions were changed pursuant to the experience study June 30, 2015. The assumed future salary increases, payroll growth, and inflation were decreased by 0.25% to 3.25% for payroll growth and 2.50% for inflation.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

CITY OF LAKEVILLE
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION – STATEWIDE PLANS
DECEMBER 31, 2024

General Employees Fund (Continued)

2015 Changes

Changes in Actuarial Assumptions:

- The assumed postretirement benefit increase rate was changed from 1.00% per year through 2030 and 2.50% per year thereafter to 1.00% per year through 2035 and 2.50% per year thereafter.

Changes in Plan Provisions:

- On January 1, 2015, the Minneapolis Employees Retirement Fund was merged into the General Employees Fund, which increased the total pension liability by \$1.1 billion and increase the fiduciary plan net position by \$892 million. Upon consolidation, state and employer contributions were revised; the State's contribution of \$6.0 million, which meets the special funding situation definition, was due September 2015.

Police and Fire Fund

2024 Changes

Changes in Actuarial Assumptions

- There were no changes in actuarial assumptions since the prior valuation.

Changes in Plan Provisions

- The State contribution of \$9.0 million per year will continue until the earlier of 1) both the Police & Fire Plan and the State Patrol Retirement Fund attain 90 percent funded status for three consecutive years (on an actuarial value of assets basis) or 2) July 1, 2048. The contribution was previously due to expire after attaining a 90 percent funded status for one year.
- The additional \$9.0 million contribution will continue until the Police & Fire Plan is fully funded for a minimum of three consecutive years on an actuarial value of assets basis, or July 1, 2048, whichever is earlier. This contribution was previously due to expire upon attainment of fully funded status on an actuarial value of assets basis for one year (or July 1, 2048 if earlier).

2023 Changes

Changes in Actuarial Assumptions:

- The investment return assumption was changed from 6.5% to 7.0%.
- The single discount rate changed from 5.4% to 7.0%.

Changes in Plan Provisions:

- Additional one-time direct state aid contribution of 19.4 million will be contributed to the Plan on October 1, 2023.
- Vesting requirement for new hires after June 30, 2014, was changed from a graded 20-year vesting schedule to a graded 10-year vesting schedule, with 50% vesting after five years, increasing incrementally to 100% after 10 years.
- A one-time, non-compounding benefit increase of 3.0% will be payable in a lump sum for calendar year 2024 by March 31, 2024.
- Psychological treatment is required effective July 1, 2023, prior to approval for a duty disability benefit for a psychological condition relating to the member's occupation.
- The total and permanent duty disability benefit was increased, effective July 1, 2023.

CITY OF LAKEVILLE
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION – STATEWIDE PLANS
DECEMBER 31, 2024

Police and Fire Fund (Continued)

2022 Changes

Changes in Actuarial Assumptions:

- The mortality improvement scale was changed from Scale MP-2020 to Scale MP-2021.
- The single discount rate changed from 6.5% to 5.4%.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

2021 Changes

Changes in Actuarial Assumptions:

- The investment return and single discount rates were changed from 7.50% to 6.50%, for financial reporting purposes.
- The inflation assumption was changed from 2.50% to 2.25%.
- The payroll growth assumption was changed from 3.25% to 3.00%.
- The base mortality table for healthy annuitants and employees was changed from the RP-2014 table to the Pub-2010 Public Safety Mortality table. The mortality improvement scale was changed from MP-2019 to MN-2020.
- The base mortality table for disabled annuitants was changed from the RP-2014 healthy annuitant mortality table (with future mortality improvement according to Scale MP-2019) to the Pub-2010 Public Safety disabled annuitant mortality table (with future mortality improvement according to Scale MP-2020).
- Assumed rates of salary increase were modified as recommended in the July 14, 2020 experience study. The overall impact is a decrease in gross salary increase rates.
- Assumed rates of retirement were changed as recommended in the July 14, 2020 experience study. The changes result in slightly more unreduced retirements and fewer assumed early retirements.
- Assumed rates of withdrawal were changed from select and ultimate rates to service-based rates. The changes result in more assumed terminations.
- Assumed rates of disability were increased for ages 25-44 and decreased for ages over 49. Overall, proposed rates result in more projected disabilities.
- Assumed percent married for active female members was changed from 60% to 70%. Minor changes to form of payment assumptions were applied.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

2020 Changes

Changes in Actuarial Assumptions:

- The mortality projection scale was changed from MP-2018 to MP-2019.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

2019 Changes

Changes in Actuarial Assumptions:

- The mortality projection scale was changed from MP-2017 to MP-2018.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

CITY OF LAKEVILLE
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION – STATEWIDE PLANS
DECEMBER 31, 2024

Police and Fire Fund (Continued)

2018 Changes

Changes in Actuarial Assumptions:

- The morality projection scale was changed from MP-2016 to MP-2017.

Changes in Plan Provisions:

- Postretirement benefit increases were changed to 1.00% for all years, with no trigger.
- An end date of July 1, 2048 was added to the existing \$9.0 million state contribution.
- New annual state aid will equal \$4.5 million in fiscal years 2019 and 2020, and \$9.0 million thereafter until the plan reaches 100% funding, or July 1, 2048, if earlier.
- Member contributions were changed from 10.80% to 11.30% of pay, effective January 1, 2019 and 11.80% of pay, effective January 1, 2020.
- Employer contributions were changed from 16.20% to 16.95% of pay, effective January 1, 2019 and 17.70% of pay, effective January 1, 2020.
- Interest credited on member contributions decreased from 4.00% to 3.00%, beginning July 1, 2018.
- Deferred augmentation was changed to 0.00%, effective January 1, 2019. Augmentation that has already accrued for deferred members will still apply.
- Actuarial equivalent factors were updated to reflect revised mortality and interest assumptions.

2017 Changes

Changes in Actuarial Assumptions:

- Assumed salary increases were changed as recommended in the June 30, 2016 experience study. The net effect is proposed rates that average 0.34% lower than the previous rates.
- Assumed rates of retirement were changed, resulting in fewer retirements.
- The combined service annuity (CSA) load was 30.00% for vested and nonvested, deferred members. The CSA has been changed to 33.00% for vested members and 2.00% for nonvested members.
- The base mortality table for healthy annuitants was changed from the RP-2000 fully generational table to the RP-2014 fully generational table (with a base year of 2006), with male rates adjusted by a factor of 0.96. The mortality improvement scale was changed from Scale AA to Scale MP-2016. The base mortality table for disabled annuitants was changed from the RP-2000 disabled mortality table to the mortality tables assumed for healthy retirees.
- Assumed termination rates were decreased to 3.00% for the first three years of service. Rates beyond the select period of three years were adjusted, resulting in more expected terminations overall.
- Assumed percentage of married female members was decreased from 65.00% to 60.00%.
- Assumed age difference was changed from separate assumptions for male members (wives assumed to be three years younger) and female members (husbands assumed to be four years older) to the assumption that males are two years older than females.
- The assumed percentage of female members electing joint and survivor annuities was increased.
- The assumed postretirement benefit increase rate was changed from 1.00% for all years to 1.00% per year through 2064 and 2.50% thereafter.
- The single discount rate was changed from 5.60% per annum to 7.50% per annum.

**CITY OF LAKEVILLE
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION – STATEWIDE PLANS
DECEMBER 31, 2024**

Police and Fire Fund (Continued)

2017 Changes (Continued)

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

2016 Changes

Changes in Actuarial Assumptions:

- The assumed postretirement benefit increase rate was changed from 1.00% per year through 2037 and 2.50% per year thereafter to 1.00% per year for all future years.
- The assumed investment return was changed from 7.90% to 7.50%.
- The single discount rate changed from 7.90% to 5.60%.
- The assumed future salary increases, payroll growth, and inflation were decreased by 0.25% to 3.25% for payroll growth and 2.50% for inflation.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

2015 Changes

Changes in Actuarial Assumptions:

- The assumed postretirement benefit increase rate was changed from 1.00% per year through 2030 and 2.50% per year thereafter to 1.00% per year through 2037 and 2.50% per year thereafter.

Changes in Plan Provisions:

- The postretirement benefit increase to be paid after the attainment of the 90.00% funding threshold was changed from inflation up to 2.50%, to a fixed rate of 2.50%.

**CITY OF LAKEVILLE
NET PENSION LIABILITY (ASSET) AND RELATED RATIOS
LAKEVILLE FIRE RELIEF ASSOCIATION
YEAR ENDED DECEMBER 31, 2024**

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Total Pension Liability (TPL)										
Service Cost	\$ 501,314	\$ 489,087	\$ 438,526	\$ 428,876	\$ 356,038	\$ 319,546	\$ 255,975	\$ 231,712	\$ 270,846	\$ 223,785
Interest	432,398	479,407	443,842	429,588	434,535	376,417	358,835	345,935	301,640	269,493
Differences Between Expected and Actual Experience	(255,200)	-	148,756	-	(1,177,043)	-	(57,139)	-	(201,242)	-
Changes of Assumptions	(126,493)	-	(27,176)	-	163,176	-	94,736	38,230	(161,264)	353,037
Changes of Benefit Terms	1,847,064	-	1,212,453	-	1,435,979	388,025	352,464	154,012	186,369	-
Benefit Payments, Including Member Contribution Refunds	<u>(790,653)</u>	<u>(2,805,883)</u>	<u>(491,000)</u>	<u>(749,411)</u>	<u>(249,778)</u>	<u>(203,935)</u>	<u>(602,296)</u>	<u>(276,622)</u>	<u>(547,241)</u>	<u>(210,816)</u>
Net Change in Total Pension Liability	1,608,430	(1,837,389)	1,725,401	109,053	962,907	880,053	402,575	493,267	(150,892)	635,499
Total Pension Liability - Beginning	<u>7,413,982</u>	<u>9,251,371</u>	<u>7,525,970</u>	<u>7,416,917</u>	<u>6,454,010</u>	<u>5,573,957</u>	<u>5,171,382</u>	<u>4,678,115</u>	<u>4,829,007</u>	<u>4,193,508</u>
Total Pension Liability - Ending (a)	9,022,412	7,413,982	9,251,371	7,525,970	7,416,917	6,454,010	5,573,957	5,171,382	4,678,115	4,829,007
Plan Fiduciary Net Position										
Municipal Contributions	-	-	-	-	-	-	-	-	-	-
State Contributions	685,405	588,879	510,676	434,690	409,568	379,598	367,701	351,635	348,276	338,889
Net Investment Income	1,965,419	2,044,048	(2,204,039)	1,871,403	1,715,829	1,904,143	(314,875)	1,175,892	551,474	39,474
Benefit Payments, including refunds of member contributions	(790,653)	(2,805,883)	(491,000)	(749,411)	(249,778)	(203,935)	(602,296)	(276,622)	(547,241)	(210,816)
Administrative Expenses	(21,094)	(19,686)	(10,098)	(15,719)	(10,634)	(12,474)	(12,042)	(11,579)	(9,817)	(11,292)
Other	-	-	-	-	-	-	-	-	-	(40)
Net Change in Fiduciary Net Position	1,839,077	(192,642)	(2,194,461)	1,540,963	1,864,985	2,067,332	(561,512)	1,239,326	342,692	156,215
Fiduciary Net Position - Beginning	<u>11,585,642</u>	<u>11,778,284</u>	<u>13,972,745</u>	<u>12,431,782</u>	<u>10,566,797</u>	<u>8,499,465</u>	<u>9,060,977</u>	<u>7,821,651</u>	<u>7,478,959</u>	<u>7,322,744</u>
Fiduciary Net Position - Ending (b)	<u>13,424,719</u>	<u>11,585,642</u>	<u>11,778,284</u>	<u>13,972,745</u>	<u>12,431,782</u>	<u>10,566,797</u>	<u>8,499,465</u>	<u>9,060,977</u>	<u>7,821,651</u>	<u>7,478,959</u>
Ending Net Pension Liability (Asset) (a-b)	<u>\$ (4,402,307)</u>	<u>\$ (4,171,660)</u>	<u>\$ (2,526,913)</u>	<u>\$ (6,446,775)</u>	<u>\$ (5,014,865)</u>	<u>\$ (4,112,787)</u>	<u>\$ (2,925,508)</u>	<u>\$ (3,889,595)</u>	<u>\$ (3,143,536)</u>	<u>\$ (2,649,952)</u>
Plan Fiduciary Net Position as a Percentage of Total Pension Liability (b/a)	148.79%	156.27%	127.31%	185.66%	167.61%	163.72%	152.49%	175.21%	167.20%	154.88%
Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Pension Liability (Asset) as a Percentage of Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Ten Years of Data Will Eventually Be Presented When Available

Schedule of Employer Contributions

	2024	2023	2022	2021	2020	2019	2019	2017	2016	2015
Statutorily Required Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions in Relation to the Statutorily Required Contribution	-	-	-	-	-	-	-	-	-	-
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Note: The City implemented GASB Statement No. 68 in fiscal 2015 (using a June 30, 2015 measurement date).

**CITY OF LAKEVILLE
SCHEDULE OF CHANGES IN THE CITY'S
TOTAL OPEB LIABILITY AND RELATED RATIOS
YEAR ENDED DECEMBER 31, 2024**

	2024	2023	2022	2021	2020	2019	2018
Total OPEB Liability							
Service Cost	\$ 94,527	\$ 77,941	\$ 80,068	\$ 92,424	\$ 90,590	\$ 89,732	\$ 48,551
Interest	49,386	26,086	21,882	49,766	46,760	48,182	34,601
Changes of Benefit Terms	-	-	-	-	-	-	-
Difference Between Expected and Actual Experience	-	69,035	(3,399)	(459,716)	-	87,715	-
Changes of Assumptions	28,776	(157,857)	(28,591)	135,361	-	-	-
Benefit Payments	(47,802)	(43,080)	(41,533)	(66,232)	(51,097)	(50,869)	(42,312)
Net Change in Total OPEB Liability	124,887	(27,875)	28,427	(248,397)	86,253	174,760	40,840
Total OPEB Liability - Beginning	1,074,960	1,102,835	1,074,408	1,322,805	1,236,552	1,061,792	1,020,952
Total OPEB Liability - Ending	<u>\$ 1,199,847</u>	<u>\$ 1,074,960</u>	<u>\$ 1,102,835</u>	<u>\$ 1,074,408</u>	<u>\$ 1,322,805</u>	<u>\$ 1,236,552</u>	<u>\$ 1,061,792</u>
Total OPEB Liability	\$ 1,199,847	\$ 1,074,960	\$ 1,102,835	\$ 1,074,408	\$ 1,322,805	\$ 1,236,552	\$ 1,061,792
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Covered Employee Payroll	\$ 20,237,799	\$ 20,991,155	\$ 18,582,335	\$ 17,204,233	\$ 14,711,089	\$ 14,711,089	\$ 15,084,789
City's Total OPEB Liability as a Percentage of the Covered Employee Payroll	5.93%	5.12%	5.93%	6.25%	8.99%	8.41%	7.04%

Note: The City implemented GASB Statement No. 75 in fiscal 2018. The schedule is provided prospectively beginning with the City's fiscal year ended December 31, 2018 and is intended to show a 10-year trend. Additional years will be reported as they become available.

Notes to Schedule:

<u>Valuation date:</u>	1/1/2023
<u>Measurement date:</u>	1/1/2024
<u>Methods and assumptions used to determine the contribution rates:</u>	
Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, closed
Amortization period	Average of expected remaining service on a closed basis for differences between expected and actual experience and assumption changes.
Inflation	0.03
Healthcare cost trend rate	5.50% for 2024, decreasing to 5.00% by 2026
Salary increases	0.03
Discount rate	4.00% (20-year municipal bond yield)
Mortality	RP-2014 White Collar Mortality Tables with MP-2021 Generational Improvement Scale (with Blue Collar adjustment for Police and Fire Personnel)

The City holds no assets in trust related to this OPEB plan.

2024 Changes

Changes in Actuarial Assumptions:

- Discount rate of 4.31% was updated to 4.00%.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

**CITY OF LAKEVILLE
SCHEDULE OF CHANGES IN THE CITY'S
TOTAL OPEB LIABILITY AND RELATED RATIOS (CONTINUED)
YEAR ENDED DECEMBER 31, 2024**

2023 Changes

Changes in Actuarial Assumptions:

- The discount rate used is the 20-year municipal bond index, as the plan is not funded. This assumed rate increased from 2.25% to 4.31%.
- Improvement Scale MP-2021 was applied to mortality tables.
- Medical trend was reset at 6.25% in 2023, decreasing .25% each year, down to 5.00% in 2028 and onwards.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

2022 Changes

Changes in Actuarial Assumptions:

- Discount rate of 1.93% was updated to 2.25%.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

2021 Changes

Changes in Actuarial Assumptions:

- Discount rate of 3.60% was updated to 1.93%.
- Mortality Improvement Scale of MP-2019 was replaced with new Mortality Improvement Scale of MP-2020 and applied to RP-2014 Mortality tables.
- Healthcare cost trend is assumed to be 6.25% in 2021 decreasing .25% each year to an ultimate rate of 5.00% in 2026 and thereafter.

Changes in Plan Provisions:

- There have been no changes since the prior valuation.

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Funds - These funds are used to account for revenues and expenditures that have a legally restricted or committed use for a specific purpose.

Communications Fund

This fund accounts for franchise fees from cable TV provider operations. Expenditures and other financing uses are used to finance the City's cable TV channels and public communications, including long-term replacement of equipment.

Downtown Special Service District Fund

The Downtown Special Service District was created in 1998 pursuant to Minnesota Statute 428A. A service charge, payable with property taxes, is levied against the commercial properties in the Downtown Business District for the purpose of financing budgeted programs and activities within the District.

Opioid Settlement Fund

This fund is used to account for opioid settlement revenues and the related expenditures restricted to opioid remediation activities.

Local Affordable Housing Aid

This fund is used to account for local affordable housing aid revenues and the related expenditures restricted to local affordable housing activities.

**CITY OF LAKEVILLE
SPECIAL REVENUE FUNDS (NONMAJOR)
COMBINING BALANCE SHEET
DECEMBER 31, 2024**

	Communications	Downtown Special Service District	Opioid Settlement	Local Affordable Housing Aid	Totals
ASSETS					
Cash and investments	\$ 1,203,788	\$ 13,327	\$ 110,717	\$ 229,465	\$ 1,557,297
Interest receivable	7,803	80	191	-	8,074
Accounts receivable	129,767	-	738,964	-	868,731
Total Assets	<u>\$ 1,341,358</u>	<u>\$ 13,407</u>	<u>\$ 849,872</u>	<u>\$ 229,465</u>	<u>\$ 2,434,102</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE					
LIABILITIES					
Salaries payable	\$ 10,702	\$ -	\$ -	\$ -	\$ 10,702
Accounts payable	2,724	-	-	-	2,724
Total Liabilities	<u>13,426</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>13,426</u>
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue - special assessments	-	-	-	-	-
Leases	45,167	-	-	-	45,167
Unavailable revenue - other	-	-	738,964	-	738,964
Total Deferred Inflows of Resources	<u>45,167</u>	<u>-</u>	<u>738,964</u>	<u>-</u>	<u>784,131</u>
FUND BALANCE					
Restricted	186,233	13,407	110,908	229,465	540,013
Committed	1,096,532	-	-	-	1,096,532
Total Fund Balance	<u>1,282,765</u>	<u>13,407</u>	<u>110,908</u>	<u>229,465</u>	<u>1,636,545</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	<u>\$ 1,341,358</u>	<u>\$ 13,407</u>	<u>\$ 849,872</u>	<u>\$ 229,465</u>	<u>\$ 2,434,102</u>

**CITY OF LAKEVILLE
SPECIAL REVENUE FUNDS (NONMAJOR)
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
YEAR ENDED DECEMBER 31, 2024**

	Communications	Downtown Special Service District	Opioid Settlement	Local Affordable Housing Aid	Totals
REVENUE					
Franchise Taxes	\$ 531,252	\$ -	\$ -	\$ -	\$ 531,252
Intergovernmental:					
State-aid PERA	742	-	-	229,465	230,207
Charges for services	38,198	350	-	-	38,548
Interest income	31,952	326	781	-	33,059
Change in fair value of investments	27,034	276	661	-	27,971
Miscellaneous	2,000	-	185,148	-	187,148
Total revenue	<u>631,178</u>	<u>952</u>	<u>186,590</u>	<u>229,465</u>	<u>1,048,185</u>
EXPENDITURES					
Current:					
General government	719,945	248	-	-	720,193
Capital outlay:					
General government	6,155	-	18,703	-	24,858
Total expenditures	<u>726,100</u>	<u>248</u>	<u>18,703</u>	<u>-</u>	<u>745,051</u>
EXCESS (DEFICIENCY) OF REVENUE OVER (UNDER) EXPENDITURES	(94,922)	704	167,887	229,465	303,134
OTHER FINANCE SOURCES (USES)					
Transfers Out	<u>(7,300)</u>	<u>-</u>	<u>(196,998)</u>	<u>-</u>	<u>(204,298)</u>
NET CHANGE IN FUND BALANCES	(102,222)	704	(29,111)	229,465	98,836
FUND BALANCES					
Beginning of Year	<u>1,384,987</u>	<u>12,703</u>	<u>140,019</u>	<u>-</u>	<u>1,537,709</u>
End of Year	<u>\$ 1,282,765</u>	<u>\$ 13,407</u>	<u>\$ 110,908</u>	<u>\$ 229,465</u>	<u>\$ 1,636,545</u>

PROPRIETARY FUNDS

Internal Service Funds - These funds are used as an accounting device to accumulate and allocate costs internally amount the City's various functions.

Municipal Reserves Fund

This fund accounts for the City's risk management program relating to general liability, excess liability, property, workers compensation, and casualty insurance costs which are charged to other City departments on a cost reimbursement basis.

Compensated Leave Fund

This fund accounts for the accrued liability of employee benefits attributed to compensated leave. Funding was initially provided by transfers from the General Fund. Future revenue sources are charges to benefited programs and departments. Benefits paid to Enterprise Fund employees are accounted for in their respective funds.

**CITY OF LAKEVILLE
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
DECEMBER 31, 2024**

	Governmental Activities - Internal Service Funds		
	Municipal Reserves	Compensated Leave	Totals
ASSETS			
CURRENT ASSETS			
Cash and investments	\$ 515,966	\$ 609,640	\$ 1,125,606
Interest receivable	1,947	4,432	6,379
Accounts receivable	14,762	-	14,762
Total current assets	<u>532,675</u>	<u>614,072</u>	<u>1,146,747</u>
Total Assets	<u>\$ 532,675</u>	<u>\$ 614,072</u>	<u>\$ 1,146,747</u>
LIABILITIES AND NET POSITION			
CURRENT LIABILITIES			
Accounts payable	\$ 4,208	\$ -	\$ 4,208
Accrued compensated absences	-	2,598,292	2,598,292
Total current liabilities	<u>4,208</u>	<u>2,598,292</u>	<u>2,602,500</u>
NONCURRENT LIABILITIES			
Accrued compensated absences	-	1,253,099	1,253,099
Total liabilities	<u>4,208</u>	<u>3,851,391</u>	<u>3,855,599</u>
NET POSITION			
Unrestricted	<u>528,467</u>	<u>(3,237,319)</u>	<u>(2,708,852)</u>
Total Liabilities and Net Position	<u>\$ 532,675</u>	<u>\$ 614,072</u>	<u>\$ 1,146,747</u>

**CITY OF LAKEVILLE
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEAR ENDED DECEMBER 31, 2024**

	Governmental Activities - Internal Service Funds		
	Municipal Reserves	Compensated Leave	Totals
OPERATING REVENUE			
User charges	\$ 496,722	\$ 209,800	\$ 706,522
Other	316,592	-	316,592
Total operating revenue	<u>813,314</u>	<u>209,800</u>	<u>1,023,114</u>
OPERATING EXPENSES			
Personnel services	-	289,838	289,838
Other charges and services	669,167	-	669,167
Total operating expenses	<u>669,167</u>	<u>289,838</u>	<u>959,005</u>
OPERATING INCOME (LOSS)	<u>144,147</u>	<u>(80,038)</u>	<u>64,109</u>
NONOPERATING REVENUE (EXPENSES)			
Interest Income	7,972	18,147	26,119
Change in Fair Value of Investments	6,745	-	6,745
Total nonoperating revenue (expenses)	<u>14,717</u>	<u>18,147</u>	<u>32,864</u>
CHANGE IN NET POSITION	158,864	(61,891)	96,973
NET POSITION			
Beginning of Year	<u>369,603</u>	<u>(3,175,428)</u>	<u>(2,805,825)</u>
End of Year	<u>\$ 528,467</u>	<u>\$ (3,237,319)</u>	<u>\$ (2,708,852)</u>

**CITY OF LAKEVILLE
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2024**

	Governmental Activities - Internal Service Funds		
	Municipal Reserves	Compensated Leave	Totals
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from general service charges	\$ 801,025	\$ 209,800	\$ 1,010,825
Cash paid to suppliers	(736,878)	-	(736,878)
Cash paid to and for employees	-	(226,296)	(226,296)
Net Cash Provided (Used) by Operating Activities	<u>64,147</u>	<u>(16,496)</u>	<u>47,651</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment income received	<u>14,006</u>	<u>16,001</u>	<u>30,007</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	78,153	(495)	77,658
Cash and Cash Equivalents - Beginning of the Year	<u>437,813</u>	<u>610,135</u>	<u>1,047,948</u>
CASH AND CASH EQUIVALENTS - END OF THE YEAR	<u><u>\$ 515,966</u></u>	<u><u>\$ 609,640</u></u>	<u><u>\$ 1,125,606</u></u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			
Operating Income (Loss)	\$ 144,147	\$ (80,038)	\$ 64,109
Adjustments:			
(Increase) decrease in assets and deferred outflows:			
Accounts receivable	(12,289)	-	(12,289)
Increase (decrease) in liabilities and deferred inflows:			
Accounts payable	(67,711)	-	(67,711)
Accrued compensated absences	-	63,542	63,542
Net Cash Provided (Used) by Operating Activities	<u><u>\$ 64,147</u></u>	<u><u>\$ (16,496)</u></u>	<u><u>\$ 47,651</u></u>

STATISTICAL SECTION

Statistical Section

This part of the City of Lakeville's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Financial Trends	129
<i>These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.</i>	
<i>Net Position by Component – Government-wide</i>	
<i>Changes in Net Position by Component – Governmental Activities</i>	
<i>Changes in Net Position by Component – Business-type Activities</i>	
<i>Changes in Net Position by Component – Total Governmental and Business-type Activities</i>	
<i>Fund Balances – Governmental Funds</i>	
<i>Changes in Fund Balances – Governmental Funds</i>	
Revenue Capacity	141
<i>These schedules contain information to help the reader assess the City's most significant local revenue sources; electric sales and property taxes.</i>	
<i>Tax Capacity Valuation and Assessor's Taxable Market Value of Taxable Property</i>	
<i>Property Tax Rates – Direct and Overlapping Governments</i>	
<i>Principal Property Taxpayers</i>	
<i>Property Tax Levy and Collections</i>	
Debt Capacity	146
<i>These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.</i>	
<i>Ratio of Total Debt by Type</i>	
<i>Ratio of Net Bonded Debt Outstanding</i>	
<i>Direct and Overlapping Governmental Debt</i>	
<i>Legal Debt Margin</i>	
<i>Pledged Revenue Coverage</i>	
Demographic and Economic Information	151
<i>These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.</i>	
<i>Demographic and Economic Statistics</i>	
<i>Principal Employers</i>	
<i>Commercial and Industrial Building Permits Issued</i>	
Operating Information	154
<i>These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.</i>	
<i>Employees by Function/Program (Full-Time Equivalent)</i>	
<i>Operating Indicators by Function</i>	
<i>Capital Asset Statistics by Function</i>	

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

CITY OF LAKEVILLE
NET POSITION BY COMPONENT – GOVERNMENT-WIDE
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018
Governmental Activities:				
Net Investment in Capital Assets	\$ 141,868,136	\$ 149,196,480	\$ 144,581,700	\$ 142,300,205
Restricted	33,860,946	35,860,604	46,683,603	45,267,313
Unrestricted	(4,929,168)	4,277,626	6,036,382	15,427,439
Total Governmental Activities Net Position	<u>\$ 170,799,914</u>	<u>\$ 189,334,710</u>	<u>\$ 197,301,685</u>	<u>\$ 202,994,957</u>
Business-Type Activities:				
Net Investment in Capital Assets	\$ 116,288,771	\$ 129,086,090	\$ 135,324,120	\$ 138,725,763
Restricted	323,875	323,875	323,875	-
Unrestricted	8,420,410	9,757,400	10,791,344	13,878,208
Total Business-Type Activities Net Position	<u>\$ 125,033,056</u>	<u>\$ 139,167,365</u>	<u>\$ 146,439,339</u>	<u>\$ 152,603,971</u>
Primary Government:				
Net Investment in Capital Assets	\$ 258,156,907	\$ 278,282,570	\$ 279,905,820	\$ 281,025,968
Restricted	34,184,821	36,184,479	47,007,478	45,267,313
Unrestricted	3,491,242	14,035,026	16,827,726	29,305,647
Total Primary Government Net Position	<u>\$ 295,832,970</u>	<u>\$ 328,502,075</u>	<u>\$ 343,741,024</u>	<u>\$ 355,598,928</u>
	(1)			(2)

Notes:

- (1) The City implemented GASB Statement No. 68 in 2015, recording a change in accounting principle that decreased unrestricted net position. Prior year balances were not restated.
- (2) The City implemented GASB Statement No. 75 in 2018, recording a change in accounting principle that decreased unrestricted net position. Prior year balances were not restated.
- (3) The City implemented GASB Statement No. 84 in 2019, recording a change in accounting principle that increased restricted net position. Prior year balances were not restated.

CITY OF LAKEVILLE
NET POSITION BY COMPONENT – GOVERNMENT-WIDE (CONTINUED)
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

2019	2020	2021	2022	2023	2024
\$ 154,468,792	\$ 167,619,658	\$ 183,876,386	\$ 218,867,352	\$ 240,978,608	\$ 259,538,899
56,356,434	69,458,557	69,329,217	82,302,974	73,224,358	72,430,099
24,178,084	32,249,615	39,709,366	16,378,884	17,814,210	18,284,630
<u>\$ 235,003,310</u>	<u>\$ 269,327,830</u>	<u>\$ 292,914,969</u>	<u>\$ 317,549,210</u>	<u>\$ 332,017,176</u>	<u>\$ 350,253,628</u>
\$ 143,501,608	\$ 151,132,001	\$ 170,514,908	\$ 180,563,445	\$ 188,259,693	\$ 199,011,990
-	-	-	-	-	-
15,142,309	18,258,536	25,479,132	28,938,525	32,950,342	37,450,763
<u>\$ 158,643,917</u>	<u>\$ 169,390,537</u>	<u>\$ 195,994,040</u>	<u>\$ 209,501,970</u>	<u>\$ 221,210,035</u>	<u>\$ 236,462,753</u>
\$ 297,970,400	\$ 318,751,659	\$ 354,391,294	\$ 399,430,797	\$ 429,238,301	\$ 458,550,889
56,356,434	69,458,557	69,329,217	82,302,974	73,224,358	72,430,099
39,320,393	50,508,151	65,188,498	45,317,409	50,764,552	55,735,393
<u>\$ 393,647,227</u>	<u>\$ 438,718,367</u>	<u>\$ 488,909,009</u>	<u>\$ 527,051,180</u>	<u>\$ 553,227,211</u>	<u>\$ 586,716,381</u>

(3)

CITY OF LAKEVILLE
CHANGES IN NET POSITION BY COMPONENT – GOVERNMENTAL ACTIVITIES
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018
Expenses:				
General government	\$ 5,893,261	\$ 8,028,316	\$ 4,579,478	\$ 7,203,308
Public safety	12,236,411	16,369,670	14,250,572	14,141,045
Public works	15,365,976	17,711,240	18,944,454	22,336,416
Parks and recreation	5,762,890	5,626,149	6,645,057	6,661,852
Interest on long-term debt	3,296,665	3,930,168	3,268,426	3,468,814
Total expenses	42,555,203	51,665,543	47,687,987	53,811,435
Program Revenues:				
Charges for Services:				
General government	3,730,342	4,094,298	4,348,910	5,584,036
Public safety	926,168	954,395	934,444	1,059,236
Public works	8,311,017	8,401,512	7,081,317	6,792,249
Parks and recreation	3,699,025	3,685,202	2,369,615	2,455,851
Operating Grants and Contributions				
General government	7,132	772,998	68,095	23,772
Public safety	980,310	989,342	1,061,252	1,149,691
Public works	4,145,806	4,942,834	1,382,380	4,313,934
Parks and recreation	186,118	91,869	55,300	11,422
Capital Grants and Contributions				
General government	77,006	138,593	62,101	61,193
Public safety	-	8,500	-	-
Public works	12,702,266	23,604,519	13,018,689	9,183,039
Parks and recreation	1,004,480	2,932,612	182,387	194,327
Total program revenues	35,769,670	50,616,674	30,564,490	30,828,750
Net Revenue (Expense):				
General government	(2,078,781)	(3,022,427)	(100,372)	(1,534,307)
Public safety	(10,329,933)	(14,417,433)	(12,254,876)	(11,932,118)
Public works	9,793,113	19,237,625	2,537,932	(2,047,194)
Parks and recreation	(873,267)	1,083,534	(4,037,755)	(4,000,252)
Interest on long-term debt	(3,296,665)	(3,930,168)	(3,268,426)	(3,468,814)
Total net (expense) revenue	(6,785,533)	(1,048,869)	(17,123,497)	(22,982,685)
General Revenues and Other Changes in Net Position:				
Property taxes	25,338,778	26,173,822	27,317,169	28,641,302
Franchise taxes	-	-	-	-
Investment earnings (charges)	368,232	388,672	597,513	907,138
Transfers in (out)	(1,549,881)	(6,978,829)	(2,824,210)	(492,418)
Total general revenues and other (net)	24,157,129	19,583,665	25,090,472	29,056,022
Change in Net Position:				
Governmental Activities	\$ 17,371,596	\$ 18,534,796	\$ 7,966,975	\$ 6,073,337
	(1)			(2)

Notes:

- (1) The City implemented GASB Statement No. 68 in 2015, recording a change in accounting principle that decreased unrestricted net position. Prior year balances were not restated.
- (2) The City implemented GASB Statement No. 75 in 2018, recording a change in accounting principle that decreased unrestricted net position. Prior year balances were not restated.
- (3) The City implemented GASB Statement No. 84 in 2019, recording a change in accounting principle that increased restricted net position. Prior year balances were not restated.

CITY OF LAKEVILLE
CHANGES IN NET POSITION BY COMPONENT – GOVERNMENTAL ACTIVITIES (CONTINUED)
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

2019	2020	2021	2022	2023	2024
\$ 7,902,490	\$ 8,994,404	\$ 8,966,246	\$ 9,999,721	\$ 9,899,710	\$ 9,524,931
14,927,426	16,063,433	14,226,059	19,313,383	20,139,088	21,818,556
21,015,480	22,623,378	21,462,578	25,477,542	29,136,552	27,274,347
7,178,164	6,578,004	7,791,954	7,762,349	10,117,834	11,644,154
3,332,465	3,147,896	1,199,275	3,966,703	2,903,304	3,535,602
54,356,025	57,407,115	53,646,112	66,519,698	72,196,488	73,797,590
6,506,302	6,573,673	6,303,733	7,064,177	6,587,921	7,452,928
838,664	638,887	817,539	810,708	835,053	819,342
9,166,886	11,300,325	10,569,326	9,903,121	6,620,758	5,774,455
4,098,580	3,071,803	5,501,844	5,568,006	2,506,421	4,796,412
97,964	917,379	156,783	206,244	76,861	175,668
1,168,857	5,100,592	1,270,607	6,425,656	4,655,977	1,823,715
3,142,430	3,461,526	547,841	7,056,438	3,681,717	249,629
204,737	316,067	89,442	668,708	978,532	119,004
116,750	149,610	79,173	55,044	304,539	380,326
-	-	-	-	-	-
21,234,628	23,710,868	24,529,021	22,352,046	16,919,544	18,802,885
112,725	180,924	195,025	165,277	205,018	295,363
46,688,523	55,421,654	50,060,334	60,275,425	43,372,341	40,689,727
(1,181,474)	(1,353,742)	(2,426,557)	(2,674,256)	(2,930,389)	(1,516,009)
(12,919,905)	(10,323,954)	(12,137,913)	(12,077,019)	(14,648,058)	(19,175,499)
12,528,464	15,849,341	14,183,610	13,834,063	(1,914,533)	(2,447,378)
(2,762,122)	(3,009,210)	(2,005,643)	(1,360,358)	(6,427,863)	(6,433,375)
(3,332,465)	(3,147,896)	(1,199,275)	(3,966,703)	(2,903,304)	(3,535,602)
(7,667,502)	(1,985,461)	(3,585,778)	(6,244,273)	(28,824,147)	(33,107,863)
30,897,445	33,033,079	35,051,089	36,822,483	40,247,761	44,289,880
-	-	-	-	-	531,252
2,769,074	2,144,654	(1,003,311)	(6,316,145)	5,834,294	5,630,680
1,162,124	1,132,248	(6,874,861)	372,176	(2,789,942)	892,503
34,828,643	36,309,981	27,172,917	30,878,514	43,292,113	51,344,315
\$ 27,161,141	\$ 34,324,520	\$ 23,587,139	\$ 24,634,241	\$ 14,467,966	\$ 18,236,452
(3)					

CITY OF LAKEVILLE
CHANGES IN NET POSITION BY COMPONENT – BUSINESS-TYPE ACTIVITIES
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018
Expenses:				
Liquor	\$ 12,852,980	\$ 13,268,419	\$ 13,638,043	\$ 14,234,337
Utility	11,946,778	13,558,839	14,138,885	14,815,914
Total expenses	<u>24,799,758</u>	<u>26,827,258</u>	<u>27,776,928</u>	<u>29,050,251</u>
Program Revenues:				
Charges for Services:				
Liquor	13,611,294	14,130,830	14,583,514	15,276,433
Utility	9,216,463	10,692,185	12,585,450	13,613,145
Operating Grants and Contributions				
Liquor	3,762	3,762	6,716	13,421
Utility	85,754	111,572	166,227	51,035
Capital Grants and Contributions				
Utility	6,009,075	8,973,280	4,791,313	4,075,854
Total program revenues	<u>28,926,348</u>	<u>33,911,629</u>	<u>32,133,220</u>	<u>33,029,888</u>
Net Revenue (Expense):				
Liquor	762,076	866,173	952,187	1,055,517
Utility	3,364,514	6,218,198	3,404,105	2,924,120
Total net (expense) revenue	<u>4,126,590</u>	<u>7,084,371</u>	<u>4,356,292</u>	<u>3,979,637</u>
General Revenues and Other Changes in Net Position:				
Investment income (charges)	52,461	71,109	91,472	160,165
Disposal of capital assets	-	-	-	1,601,334
Transfers in (out)	1,549,881	6,978,829	2,824,210	492,418
Total general revenues and other (net)	<u>1,602,342</u>	<u>7,049,938</u>	<u>2,915,682</u>	<u>2,253,917</u>
Change in Net Position:				
Business-type Activities	<u>\$ 5,728,932</u>	<u>\$ 14,134,309</u>	<u>\$ 7,271,974</u>	<u>\$ 6,233,554</u>
	(1)			(2)

Notes:

- (1) The City implemented GASB Statement No. 68 in 2015, recording a change in accounting principle that decreased unrestricted net position. Prior year balances were not restated.
- (2) The City implemented GASB Statement No. 75 in 2018, recording a change in accounting principle that decreased unrestricted net position. Prior year balances were not restated.

CITY OF LAKEVILLE
CHANGES IN NET POSITION BY COMPONENT – BUSINESS-TYPE ACTIVITIES (CONTINUED)
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

2019	2020	2021	2022	2023	2024
\$ 15,267,133	\$ 16,735,031	\$ 18,069,171	\$ 20,652,588	\$ 21,726,194	\$ 21,357,518
16,386,516	17,518,091	17,512,988	20,307,370	22,854,878	22,236,710
<u>31,653,649</u>	<u>34,253,122</u>	<u>35,582,159</u>	<u>40,959,958</u>	<u>44,581,072</u>	<u>43,594,228</u>
16,288,986	18,262,397	19,683,002	21,894,980	22,692,555	22,647,127
14,215,952	17,308,481	21,235,961	22,031,929	22,715,704	21,287,682
6,453	76,810	5,445	8,778	163	38,882
643,919	85,499	489,647	786,804	1,028,276	178,555
7,240,758	10,045,894	14,094,676	11,492,752	5,739,878	9,866,907
<u>38,396,068</u>	<u>45,779,081</u>	<u>55,508,731</u>	<u>56,215,243</u>	<u>52,176,576</u>	<u>54,019,153</u>
1,028,306	1,604,176	1,619,276	1,251,170	966,524	1,328,491
5,714,113	9,921,783	18,307,296	14,004,115	6,628,980	9,096,434
<u>6,742,419</u>	<u>11,525,959</u>	<u>19,926,572</u>	<u>15,255,285</u>	<u>7,595,504</u>	<u>10,424,925</u>
459,651	352,909	(197,930)	(1,375,179)	1,322,619	1,368,137
-	-	-	-	-	-
<u>(1,162,124)</u>	<u>(1,132,248)</u>	<u>6,874,861</u>	<u>(372,176)</u>	<u>2,789,942</u>	<u>(892,503)</u>
<u>(702,473)</u>	<u>(779,339)</u>	<u>6,676,931</u>	<u>(1,747,355)</u>	<u>4,112,561</u>	<u>475,634</u>
<u>\$ 6,039,946</u>	<u>\$ 10,746,620</u>	<u>\$ 26,603,503</u>	<u>\$ 13,507,930</u>	<u>\$ 11,708,065</u>	<u>\$ 10,900,559</u>

CITY OF LAKEVILLE
CHANGES IN NET POSITION BY COMPONENT – TOTAL GOVERNMENTAL
AND BUSINESS-TYPE ACTIVITIES
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018
Expenses:				
Governmental activities	\$ 42,555,203	\$ 51,665,543	\$ 47,687,987	\$ 53,811,435
Business-type activities	24,799,758	26,827,258	27,776,928	29,050,251
Total expenses	<u>67,354,961</u>	<u>78,492,801</u>	<u>75,464,915</u>	<u>82,861,686</u>
Program Revenues:				
Governmental activities	35,769,670	50,616,674	30,564,490	30,828,750
Business-type activities	28,926,348	33,911,629	32,133,220	33,029,888
Total program revenues	<u>64,696,018</u>	<u>84,528,303</u>	<u>62,697,710</u>	<u>63,858,638</u>
Net Revenue (Expense):				
Governmental activities	(6,785,533)	(1,048,869)	(17,123,497)	(22,982,685)
Business-type activities	<u>4,126,590</u>	<u>7,084,371</u>	<u>4,356,292</u>	<u>3,979,637</u>
Total net (expense) revenue	<u>(2,658,943)</u>	<u>6,035,502</u>	<u>(12,767,205)</u>	<u>(19,003,048)</u>
General Revenues and Other Changes in Net Position:				
Governmental activities	24,157,129	19,583,665	25,090,472	29,056,022
Business-type activities	<u>1,602,342</u>	<u>7,049,938</u>	<u>2,915,682</u>	<u>2,253,917</u>
Total general revenues and other (net)	<u>25,759,471</u>	<u>26,633,603</u>	<u>28,006,154</u>	<u>31,309,939</u>
Change in Net Position:				
Governmental activities	17,371,596	18,534,796	7,966,975	6,073,337
Business-type activities	<u>5,728,932</u>	<u>14,134,309</u>	<u>7,271,974</u>	<u>6,233,554</u>
Total change in net position	<u>\$ 23,100,528</u>	<u>\$ 32,669,105</u>	<u>\$ 15,238,949</u>	<u>\$ 12,306,891</u>
		(1)		

Note:

- (1) The City implemented GASB Statement No. 68 in 2015, recording a change in accounting principle that decreased unrestricted net position. Prior year balances were not restated.
- (2) The City implemented GASB Statement No. 75 in 2018, recording a change in accounting principle that decreased unrestricted net position. Prior year balances were not restated.
- (3) The City implemented GASB Statement No. 84 in 2019, recording a change in accounting principle that increased restricted net position. Prior year balances were not restated.

CITY OF LAKEVILLE
CHANGES IN NET POSITION BY COMPONENT – TOTAL GOVERNMENTAL
AND BUSINESS-TYPE ACTIVITIES (CONTINUED)
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

2019	2020	2021	2022	2023	2024
\$ 54,356,025	\$ 57,407,115	\$ 53,646,112	\$ 66,519,698	\$ 72,196,488	\$ 73,797,590
31,653,649	34,253,122	35,582,159	40,959,958	44,581,072	43,594,228
86,009,674	91,660,237	89,228,271	107,479,656	116,777,560	117,391,818
46,688,523	55,421,654	50,060,334	60,275,425	43,372,341	40,689,727
38,396,068	45,779,081	55,508,731	56,215,243	52,176,576	54,019,153
85,084,591	101,200,735	105,569,065	116,490,668	95,548,917	94,708,880
(7,667,502)	(1,985,461)	(3,585,778)	(6,244,273)	(28,824,147)	(33,107,863)
6,742,419	11,525,959	19,926,572	15,255,285	7,595,504	10,424,925
(925,083)	9,540,498	16,340,794	9,011,012	(21,228,643)	(22,682,938)
34,828,643	36,309,981	27,172,917	30,878,514	43,292,113	51,344,315
(702,473)	(779,339)	6,676,931	(1,747,355)	4,112,561	475,634
34,126,170	35,530,642	33,849,848	29,131,159	47,404,674	51,819,949
27,161,141	34,324,520	23,587,139	24,634,241	14,467,966	18,236,452
6,039,946	10,746,620	26,603,503	13,507,930	11,708,065	10,900,559
\$ 33,201,087	\$ 45,071,140	\$ 50,190,642	\$ 38,142,171	\$ 26,176,031	\$ 29,137,011
(2)	(3)				

**CITY OF LAKEVILLE
FUND BALANCES – GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)**

	2015	2016	2017	2018
General Fund:				
Nonspendable	\$ 447,284	\$ 695,830	\$ 914,375	\$ 876,394
Restricted	-	-	-	-
Committed	45,000	-	-	-
Assigned	-	1,478,522	741,864	705,500
Unassigned	11,882,644	12,902,148	13,613,203	14,011,567
Total general fund	12,374,928	15,076,500	15,269,442	15,593,461
All Other Governmental Funds:				
Nonspendable	-	-	-	11,630
Restricted	35,659,756	37,947,697	29,887,820	25,773,762
Committed	17,937,431	21,651,118	26,519,559	30,327,238
Unassigned	(3,492,389)	(726,681)	(876,594)	(415,577)
Total all other governmental funds	50,104,798	58,872,134	55,530,785	55,697,053
Total Governmental Funds:				
Nonspendable	447,284	695,830	914,375	888,024
Restricted	35,659,756	37,947,697	29,887,820	25,773,762
Committed	17,982,431	21,651,118	26,519,559	30,327,238
Assigned	-	1,478,522	741,864	705,500
Unassigned	8,390,255	12,175,467	12,736,609	13,595,990
Total governmental funds	<u>\$ 62,479,726</u>	<u>\$ 73,948,634</u>	<u>\$ 70,800,227</u>	<u>\$ 71,290,514</u>
All governmental funds percentage change	67.6%	18.4%	-4.3%	0.7%

CITY OF LAKEVILLE
FUND BALANCES – GOVERNMENTAL FUNDS (CONTINUED)
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

2019	2020	2021	2022	2023	2024
\$ 748,231	\$ 811,338	\$ 666,451	\$ 254,180	\$ 279,568	\$ 352,765
175,590	-	5,000	-	1,850,000	1,850,000
100,000	200,000	-	-	-	-
749,675	1,675,125	2,493,300	2,711,000	1,528,414	-
15,429,752	22,053,166	20,821,071	19,042,227	18,715,015	20,983,864
17,203,248	24,739,629	23,985,822	22,007,407	22,372,997	23,186,629
-	-	-	-	-	-
36,333,665	41,694,538	46,337,784	63,559,319	51,346,145	57,262,599
36,071,889	40,241,806	44,233,989	44,954,814	48,514,099	47,971,292
(428,702)	(1,084,565)	(993,783)	(622,177)	(30,377)	(315,779)
71,976,852	80,851,779	89,577,990	107,891,956	99,829,867	104,918,112
748,231	811,338	666,451	254,180	279,568	352,765
36,509,255	41,694,538	46,342,784	63,559,319	53,196,145	59,112,599
36,171,889	40,441,806	44,233,989	44,954,814	48,514,099	47,971,292
749,675	1,675,125	2,493,300	2,711,000	1,528,414	-
15,001,050	20,968,601	19,827,288	18,420,050	18,684,638	20,668,085
<u>\$ 89,180,100</u>	<u>\$ 105,591,408</u>	<u>\$ 113,563,812</u>	<u>\$ 129,899,363</u>	<u>\$ 122,202,864</u>	<u>\$ 128,104,741</u>
25.1%	18.4%	7.6%	14.4%	-5.9%	4.8%

CITY OF LAKEVILLE
CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018
Revenues:				
Property taxes and tax increment	\$ 25,215,734	\$ 26,131,569	\$ 27,401,195	\$ 28,612,384
Licenses and permits	3,325,293	3,706,567	3,988,189	3,899,604
Intergovernmental	5,232,193	9,043,356	3,771,886	5,090,762
Charges for services	12,443,152	13,289,708	10,016,017	11,828,549
Special assessments	1,736,905	2,308,223	2,812,587	3,139,103
Investment income (charges)	366,555	387,604	597,513	907,138
Donations	356,446	550,255	238,383	309,970
Miscellaneous	1,155,073	2,828,177	846,035	835,986
Total Revenues	49,831,351	58,245,459	49,671,805	54,623,496
Expenditures:				
General government	5,226,864	5,783,013	6,424,260	6,656,824
Public safety	10,892,071	11,513,170	12,775,807	13,061,572
Public works	3,856,984	4,245,072	9,786,321	4,741,200
Parks and recreation	3,532,376	3,497,041	5,222,503	3,998,735
Capital outlay	31,649,447	37,938,823	11,995,449	25,065,276
Debt Service:				
Principal retirement	7,385,000	5,935,000	6,885,000	10,420,000
Interest on debt	3,735,120	3,970,010	3,881,179	3,948,999
Fiscal charges	33,071	327,052	129,158	96,729
Total Expenditures	66,310,933	73,209,181	57,099,677	67,989,335
Excess (Deficiency) of Revenues Over (Under) Expenditures	(16,479,582)	(14,963,722)	(7,427,872)	(13,365,839)
Other Financing Sources (Uses):				
Transfers in	6,883,879	5,179,668	8,355,474	6,038,479
Transfers out	(4,928,951)	(3,222,237)	(6,661,840)	(4,167,132)
Bond, note, loan and lease proceeds	16,545,000	31,075,000	11,987,171	13,805,000
Payment on refunded bonds called	(12,460,000)	(9,535,000)	(11,368,146)	(3,320,000)
Premium on bonds issued	1,005,509	2,626,731	1,309,907	1,005,336
Sale of capital assets	-	-	516,380	530,734
Total Other Financing Sources (Uses)	7,045,437	26,124,162	4,138,946	13,892,417
Net Change in Fund Balances	\$ (9,434,145)	\$ 11,160,440	\$ (3,288,926)	\$ 526,578
Debt Service as a Percentage of Noncapital Expenditures	25.6%	19.6%	22.6%	26.9%

Note: The City has no taxes other than property taxes and tax increment.

CITY OF LAKEVILLE
CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS (CONTINUED)
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

2019	2020	2021	2022	2023	2024
\$ 30,855,832	\$ 32,983,369	\$ 35,146,364	\$ 36,815,539	\$ 40,226,889	\$ 44,329,727
4,492,109	5,600,853	5,081,480	4,490,895	4,091,103	3,052,954
8,901,495	14,571,858	3,813,869	17,279,101	15,259,457	3,985,196
15,046,177	15,239,684	17,343,792	17,586,719	11,096,772	14,461,853
3,683,354	3,953,438	3,023,130	3,478,667	7,934,564	2,945,985
2,769,074	2,144,654	(1,003,311)	(6,316,145)	5,834,294	5,630,680
211,969	232,689	268,898	200,642	309,521	333,933
861,800	800,067	775,140	1,310,631	953,242	1,059,472
66,821,810	75,526,612	64,449,362	74,846,049	85,705,842	75,799,800
7,028,626	8,061,485	7,950,888	8,377,090	8,238,696	8,583,505
13,496,719	14,251,367	15,283,047	15,836,333	17,432,946	19,567,238
4,802,149	4,692,478	4,987,928	5,139,700	5,844,020	5,611,535
4,178,410	3,888,960	4,486,389	4,863,528	5,407,841	5,995,649
20,906,745	34,788,668	32,856,512	42,577,218	54,049,585	34,781,975
8,920,000	9,715,000	9,160,000	7,861,201	13,161,000	17,164,120
3,877,764	3,871,110	4,064,943	4,179,644	5,006,042	4,936,874
44,429	38,098	82,573	324,787	42,577	109,177
63,254,842	79,307,166	78,872,280	89,159,501	109,182,707	96,750,073
3,566,968	(3,780,554)	(14,422,918)	(14,313,452)	(23,476,865)	(20,950,273)
5,120,699	6,522,720	9,636,510	15,996,085	8,829,311	3,254,905
(2,980,605)	(4,180,711)	(7,736,781)	(14,621,216)	(6,576,539)	(1,097,886)
6,295,000	15,164,036	19,294,225	47,874,860	12,361,337	22,295,792
-	-	-	(23,540,000)	-	-
1,065,624	2,391,960	1,090,191	4,115,966	779,235	1,389,304
107,645	249,015	258,880	868,415	307,368	414,647
9,608,363	20,147,020	22,543,025	30,694,110	15,700,712	26,256,762
\$ 13,175,331	\$ 16,366,466	\$ 8,120,107	\$ 16,380,658	\$ (7,776,153)	\$ 5,306,489
25.7%	25.8%	24.5%	22.0%	22.0%	31.1%

**CITY OF LAKEVILLE
TAX CAPACITY VALUATION AND ASSESSOR'S TAXABLE
MARKET VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS**

<u>Fiscal Year</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>Taxable Net Tax Capacity Valuation of Taxable Property</u>				
Tax capacity value	\$ 62,811,855	\$ 65,634,896	\$ 69,887,094	\$ 75,422,344
Less:				
Captured tax increment tax capacity	(446,760)	(497,171)	(596,348)	(609,048)
Contributions to fiscal disparities pool	(5,481,001)	(5,411,614)	(5,524,685)	(5,828,030)
Plus:				
Distribution from fiscal disparities pool	<u>6,323,361</u>	<u>6,635,572</u>	<u>7,139,972</u>	<u>7,672,379</u>
Total taxable net tax capacity	<u>\$ 63,207,455</u>	<u>\$ 66,361,683</u>	<u>\$ 70,906,033</u>	<u>\$ 76,657,645</u>
<u>Taxable Net Tax Capacity Valuation by Class of Property</u>				
Homestead residential	\$ 46,374,248	\$ 49,048,168	\$ 52,427,026	\$ 57,017,144
Commercial/industrial, public utility, and personal property	14,223,709	14,754,095	15,842,447	16,870,980
Non-homestead residential/apartments	1,629,527	1,656,581	1,736,856	1,938,329
Agriculture and seasonal/recreational	<u>979,971</u>	<u>902,839</u>	<u>899,704</u>	<u>831,192</u>
Total taxable net tax capacity	<u>\$ 63,207,455</u>	<u>\$ 66,361,683</u>	<u>\$ 70,906,033</u>	<u>\$ 76,657,645</u>
Assessor's taxable market valuation	<u>\$ 5,553,395,148</u>	<u>\$ 5,825,279,418</u>	<u>\$ 6,201,221,856</u>	<u>\$ 6,702,242,762</u>
Taxable net tax capacity as a percentage of assessor's taxable market value	<u>1.138%</u>	<u>1.139%</u>	<u>1.143%</u>	<u>1.144%</u>
Direct tax capacity rate	<u>38.948%</u>	<u>38.669%</u>	<u>37.510%</u>	<u>36.419%</u>

Notes:

Taxes are determined by multiplying the taxable net tax capacity by the direct tax capacity rate as expressed as a percentage.

The foregoing direct tax capacity rates do not reflect reductions for state property tax credits.

Source: Dakota County Auditor and Treasurer's Office.

**CITY OF LAKEVILLE
TAX CAPACITY VALUATION AND ASSESSOR'S TAXABLE
MARKET VALUE OF TAXABLE PROPERTY (CONTINUED)
LAST TEN FISCAL YEARS**

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$ 82,737,259	\$ 90,729,405	\$ 97,138,303	\$ 106,343,200	\$ 130,077,811	\$ 142,366,672
(774,382)	(856,909)	(1,085,470)	(1,084,201)	(647,312)	(854,791)
(6,190,357)	(6,645,636)	(6,925,361)	(7,645,703)	(7,858,132)	(8,872,466)
<u>8,151,580</u>	<u>9,049,794</u>	<u>9,522,500</u>	<u>10,270,657</u>	<u>11,246,438</u>	<u>11,867,551</u>
<u>\$ 83,924,100</u>	<u>\$ 92,276,654</u>	<u>\$ 98,649,972</u>	<u>\$ 107,883,953</u>	<u>\$ 132,818,805</u>	<u>\$ 144,506,966</u>
\$ 63,032,149	\$ 69,577,579	\$ 73,762,668	\$ 81,813,145	\$ 101,495,866	\$ 108,705,378
17,893,911	19,164,426	20,997,684	21,583,053	25,302,537	28,643,461
2,206,240	2,738,491	3,143,112	3,810,748	5,256,004	6,594,941
<u>791,800</u>	<u>796,158</u>	<u>746,508</u>	<u>677,007</u>	<u>764,398</u>	<u>563,186</u>
<u>\$ 83,924,100</u>	<u>\$ 92,276,654</u>	<u>\$ 98,649,972</u>	<u>\$ 107,883,953</u>	<u>\$ 132,818,805</u>	<u>\$ 144,506,966</u>
<u>\$ 7,374,033,988</u>	<u>\$ 8,106,672,140</u>	<u>\$ 8,636,691,303</u>	<u>\$ 9,503,255,659</u>	<u>\$ 11,592,195,438</u>	<u>\$ 12,546,610,519</u>
<u>1.138%</u>	<u>1.138%</u>	<u>1.142%</u>	<u>1.135%</u>	<u>1.146%</u>	<u>1.152%</u>
<u>35.607%</u>	<u>34.615%</u>	<u>34.351%</u>	<u>32.846%</u>	<u>29.676%</u>	<u>30.213%</u>

CITY OF LAKEVILLE PROPERTY TAX RATES – DIRECT AND OVERLAPPING GOVERNMENTS LAST TEN FISCAL YEARS

Fiscal Year	City of Lakeville Direct Rates				Overlapping Rates						Total Direct and Overlapping Rates	
					Dakota County		Ind. School District	School District		Special Districts Levy (Tax Capacity- based)	Tax Capacity - based	Market Value- based
					General Levy (Tax Capacity- based)	Referendum Levy (Market Value-based)		General Levy (Tax Capacity- based)	Referendum Levy (Market Value-based)			
	General Levy (Tax Capacity-based)	Referendum Levy (Market Value-based)										
	Operating	Debt Service	Total	Debt Service								
2015	30.605%	8.343%	38.948%	-	29.633%	-	192 194 196	53.474% 31.459% 23.271%	0.11550% 0.24871% 0.25484%	5.033%	127.088% 105.073% 96.885%	0.11550% 0.24871% 0.25484%
2016	30.455%	8.214%	38.669%	-	28.570%	-	192 194 196	57.584% 35.319% 24.317%	0.19065% 0.27898% 0.26999%	5.063%	129.886% 107.621% 96.619%	0.19065% 0.27898% 0.26999%
2017	29.342%	8.168%	37.510%	-	28.004%	-	192 194 196	54.269% 32.914% 23.336%	0.18481% 0.25441% 0.27380%	4.907%	124.690% 103.335% 93.757%	0.18481% 0.25441% 0.27380%
2018	29.305%	7.114%	36.419%	-	26.580%	-	192 194 196	52.825% 32.992% 21.352%	0.18495% 0.26835% 0.26715%	4.307%	120.131% 100.298% 88.658%	0.18495% 0.26835% 0.26715%
2019	27.192%	8.415%	35.607%	-	25.386%	-	192 194 196	51.401% 32.535% 20.613%	0.18968% 0.26992% 0.26162%	4.227%	116.621% 97.755% 85.833%	0.18968% 0.26992% 0.26162%
2020	26.682%	7.933%	34.615%	-	24.133%	-	192 194 196	53.105% 34.851% 19.860%	0.18904% 0.31225% 0.34367%	4.030%	115.883% 97.629% 82.638%	0.18904% 0.31225% 0.34367%
2021	26.281%	8.070%	34.351%	-	22.716%	-	192 194 196	50.805% 33.894% 20.046%	0.18392% 0.27269% 0.32712%	3.802%	111.674% 94.763% 80.915%	0.18392% 0.27269% 0.32712%
2022	25.755%	7.091%	32.846%	-	21.630%	-	192 194 196	49.481% 33.983% 19.971%	0.18244% 0.25582% 0.31336%	3.729%	107.686% 92.188% 78.176%	0.18244% 0.25582% 0.31336%
2023	22.485%	7.191%	29.676%	-	18.816%	-	192 194 196	38.497% 29.473% 17.904%	0.18725% 0.26581% 0.29771%	3.201%	90.190% 81.166% 69.597%	0.18725% 0.26581% 0.29771%
2024	22.476%	7.737%	30.213%	-	18.323%	-	192 194 196	36.439% 29.650% 23.624%	0.19446% 0.27666% 0.30078%	3.264%	88.239% 81.450% 75.424%	0.19446% 0.27666% 0.30078%

Notes:

Taxes are determined by multiplying the taxable net tax capacity by the tax capacity rate and market valued based rate expressed as a percentage. The foregoing tax capacity rates do not reflect reductions for state property tax credits.

Special Districts include: Metropolitan Mosquito Control, Metropolitan Council, Metropolitan Transit District, Dakota County Community Development Agency, Light Rail Authority, and Vermillion River Watershed District.

Source: Dakota County Auditor and Treasurer's Office.

Per Dakota County - Final Tax Rates Pay 2024 table

**CITY OF LAKEVILLE
PRINCIPAL PROPERTY TAXPAYERS
FISCAL YEARS ENDED DECEMBER 31, 2024 AND DECEMBER 31, 2015**

<u>Principal Property Taxpayer</u>	<u>Type of Business</u>	<u>2024</u>			<u>2015</u>		
		<u>Taxable Tax Capacity Value</u>	<u>Rank</u>	<u>Percentage of Taxable Tax Capacity Value</u>	<u>Taxable Tax Capacity Value</u>	<u>Rank</u>	<u>Percentage of Taxable Tax Capacity Value</u>
SP Lakeville Development LLC	Industrial	\$ 1,160,944	1	0.8%			0.0%
Continental 476 Fund LLC	Apartment	744,778	2	0.5%			0.0%
IRET Southfork Apartments LLC	Apartments	698,650	3	0.5%	308,528	3	0.5%
NLL LLC	Apartments	515,698	4	0.4%			
ARRIS LLC	Apartments	495,646	5				0.0%
Minnegasco/Centerpoint	Utility	495,350	6	0.3%	265,484	6	0.4%
Fulford Group, LLC	Agriculture	488,779	7	0.3%			
First Industrial LP	Industrial	478,834	8	0.3%			
Setzer Properties SMN LLC	Industrial	452,144	9	0.3%			
KJPL Lakeville LLC	Apartment	421,475	10	0.3%			
Lakeville 2004, LLC	Commercial				331,278	1	0.5%
EREP Heritage Commons, LLC	Retail				323,038	2	0.5%
Inland Argonne Village, LLC	Retail				285,031	4	0.5%
Dakota Electric Association	Utility				268,928	5	0.4%
Walker Highview Hills, LLC	Apartments				259,216	7	0.4%
Target Corporation	Retail				256,414	8	0.4%
LFT Real Estate Company Inc.	Real Estate				238,810	9	0.4%
FR/CAL Interstate South LLC	Industrial				229,776	10	0.4%
Total principal taxpayers		5,952,298		4.1%	2,766,503		4.4%
All other taxpayers		138,554,668		95.9%	60,440,952		95.6%
Total City of Lakeville taxpayers		\$ 144,506,966		100.0%	\$ 63,207,455		100.0%

Source: Dakota County Auditor and Treasurer's Office.

**CITY OF LAKEVILLE
PROPERTY TAX LEVY AND COLLECTIONS
LAST TEN FISCAL YEARS**

Fiscal Year	Total Tax Levy for Fiscal Year (1)	Collection of Current Year's Levy		Collection of Prior Year Levy (3)	Total Collections	Percentage of Total Collections To Tax Levy Certified
		Amount (2)	Percent			
2015	\$ 24,728,549	\$ 24,568,028	99.35%	\$ 160,521	\$ 24,728,549	100.00%
2016	25,679,619	25,566,236	99.56%	113,383	25,679,619	100.00%
2017	26,679,614	26,534,636	99.46%	144,978	26,679,614	100.00%
2018	28,001,550	27,857,045	99.48%	144,505	28,001,550	100.00%
2019	29,948,890	29,815,159	99.55%	133,731	29,948,890	100.00%
2020	32,031,000	31,840,067	99.40%	190,922	32,030,989	100.00%
2021	33,911,570	33,753,733	99.53%	155,962	33,909,695	99.99%
2022	35,590,000	35,485,096	99.71%	104,904	35,590,000	100.00%
2023	39,771,000	39,513,394	99.35%	257,606	39,771,000	100.00%
2024	43,596,800	43,351,372	99.44%	-	43,351,372	99.44%

Notes

- (1) Total levy is net of current year cancellations and abatements.
- (2) Total tax levy and current tax collections include state paid credits.
- (3) Includes county adjustments for prior year over collections, cancellations, and abatements.

**CITY OF LAKEVILLE
RATIO OF TOTAL DEBT BY TYPE
LAST TEN FISCAL YEARS**

<u>Fiscal Year</u>	<u>Governmental Activities</u>			<u>Business-type Activities</u>			<u>Total Outstanding Debt</u>	<u>Population (1)</u>	<u>% of Personal Income (2)</u>	<u>Total Outstanding Debt Per Capita</u>
	<u>General Obligation Bonds</u>	<u>Other Bonds</u>	<u>Loans and Notes Payable</u>	<u>Financed Purchase</u>	<u>Lease Liability</u>	<u>Revenue Bond</u>				
2015	\$ 104,062,522	\$ 7,886,294	\$ 1,159,843	\$ -	\$ -	\$ 2,911,996	\$ 116,020,655	59,991	3.6	\$ 1,934
2016	121,958,354	7,781,645	1,159,843	-	-	9,952,577	140,852,419	60,965	4.2	2,310
2017	113,666,228	7,417,448	1,897,014	-	-	8,258,468	131,239,158	61,993	3.7	2,117
2018	112,553,287	7,018,251	3,897,014	-	-	8,571,877	132,040,429	64,334	3.4	2,052
2019	111,718,611	6,614,054	2,897,014	-	-	8,876,565	130,106,244	65,831	3.2	1,976
2020	115,000,111	6,199,857	7,071,050	1,810,000	-	11,566,742	136,473,724	69,490	3.0	1,964
2021	124,710,301	5,685,403	12,945,275	1,570,000	-	11,729,716	155,070,695	72,135	3.2	2,150
2022	148,534,254	-	12,408,934	1,325,000	3,689,281	10,605,601	176,563,070	73,828	3.4	2,392
2023	146,062,184	-	13,024,271	1,075,000	3,374,280	9,386,085	172,921,820	75,217	3.1	2,299
2024	155,757,324	-	8,230,944	815,000	3,047,078	8,140,730	175,991,076	76,746	N/A	2,293

Source:

(1) Metropolitan Council as of April 1 (except for 2020 Federal Census).

(2) See Demographic and Economic Statistics page.

N/A - Not available.

**CITY OF LAKEVILLE
RATIO OF NET BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS**

Fiscal Year	Gross Bonded Debt	Debt Payable From Other Sources (1)	Debt Service Monies Available (2)	Net Bonded Debt	Taxable Net Tax Capacity	Percentage of Net Bonded Debt to Taxable Net Tax Capacity	(3) Population	Net Bonded Debt Per Capita
2015	\$ 104,062,522	\$ 44,340,000	\$ 18,541,682	\$ 41,180,840	\$ 63,207,455	65.15%	59,991	\$ 686
2016	121,958,354	64,845,000	15,928,687	41,184,667	66,361,683	62.06%	60,965	676
2017	123,338,676	67,940,000	6,261,464	49,137,212	70,906,033	69.30%	61,993	793
2018	121,826,538	70,660,000	4,128,788	47,037,750	76,657,645	61.36%	64,334	731
2019	120,372,665	71,840,000	4,239,541	44,293,124	83,924,100	52.78%	65,831	673
2020	124,906,982	75,440,000	4,355,292	45,111,690	92,276,654	48.89%	69,490	649
2021	124,710,301	69,405,000	4,373,669	50,931,632	98,649,972	51.63%	72,135	706
2022	148,534,254	73,205,000	1,648,727	73,680,527	107,883,953	68.30%	73,828	998
2023	146,062,183	66,690,000	5,664,382	73,707,801	132,818,805	55.50%	75,217	980
2024	155,757,324	66,185,000	7,316,263	82,256,061	144,506,966	56.92%	76,746	1,072

Source:

- (1) G.O. Improvement bonds, tax increment bonds, State-aid street revenue bonds, water connection revenue bonds, and arena revenue bonds.
- (2) Debt service monies available include amounts restricted in the debt service funds repaying the related debt. We believe this is the most accurate and consistent representation of the resources restricted for debt service when crossover refunding bonds are being held in escrow, as those resources are not included in the governmental activities net position restricted for debt service due to conversion for full accrual accounting.
- (3) Metropolitan Council as of April 1, except for 2020 (Federal Census).

**CITY OF LAKEVILLE
DIRECT AND OVERLAPPING GOVERNMENTAL DEBT
LAST TEN FISCAL YEARS**

<u>Governmental Unit</u>	<u>Debt Outstanding</u> (2)	<u>Debt Applicable to Taxable Net Tax Capacity in the City</u>	
		<u>Percentage</u> (2)	<u>Amount</u>
Overlapping Debt (1)			
Independent School District #194	\$ 179,275,000	75.20%	\$ 134,814,800
Independent School District #192	97,115,000	22.82%	22,161,643
Independent School District #196	372,305,000	8.07%	30,045,014
<u>Special District</u>			
Metropolitan Council	238,225,000	2.39%	<u>5,671,407</u>
Total overlapping debt			192,692,864
Direct Debt			
City of Lakeville bonded debt	155,180,943	100.00%	<u>155,180,943</u>
Total direct and overlapping debt			\$ 347,873,807

Source: Debt figures and applicable percentages for other than the City of Lakeville are provided by the City's fiscal consultant Northland Securities.

Notes:

- (1) Overlapping governments are those that coincide, at least in part, with the geographical boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.
- (2) The percentage of overlapping debt applicable is estimated using taxable property market values. Applicable percentages were estimated by determining the portion of the county's taxable market value that is within the City's boundaries and dividing it by the county's total taxable market value.

**CITY OF LAKEVILLE
LEGAL DEBT MARGIN
LAST TEN FISCAL YEARS**

Fiscal Year	Assessor's Taxable Market Valuation	Legal Debt Limit	Net Bonded Debt Applicable to Debt Limit	Legal Debt Margin	Net Bonded Debt Applicable to Debt Limit as a Percentage of Legal Debt Limit
2015	\$ 5,553,395,148	\$ 166,601,854	\$ 36,323,318	\$ 130,278,536	21.80%
2016	5,825,279,418	174,758,383	34,776,313	139,982,070	19.90%
2017	6,201,221,856	186,036,656	32,593,536	153,443,120	17.52%
2018	6,702,242,762	201,067,283	32,676,212	168,391,071	16.25%
2019	7,374,033,988	221,221,020	30,120,459	191,100,561	13.62%
2020	8,106,672,140	243,200,164	25,799,708	217,400,456	10.61%
2021	8,636,691,303	259,100,739	42,081,331	217,019,408	16.24%
2022	9,503,255,659	285,097,670	63,586,273	221,511,397	22.30%
2023	11,592,195,438	347,765,863	64,670,618	283,095,245	18.60%
2024	12,546,610,519	376,398,316	73,548,737	302,849,579	19.54%

Legal Debt Margin Calculation:

Fiscal Year 2024

Assessor's taxable market valuation

\$ 12,546,610,519

Legal debt limit:

3% of Assessor's taxable market valuation

\$ 376,398,316

Amount of debt applicable to legal debt limit:

Gross bonded debt

\$ 155,450,000

Less debt payable from sources other than taxes:

G.O. Improvement bonds \$ 57,800,000

State-aid street revenue bonds 3,260,000

Water connection revenue bonds 5,125,000

HRA lease revenue 815,000

Water revenue bonds 7,415,000

Street Light revenue bonds 100,000

Sewer revenue bonds 70,000

(74,585,000)

Debt payable from taxes

80,865,000

Less debt service monies available to pay

principal and interest

(7,316,263)

Net bonded debt applicable to debt limit

73,548,737

73,548,737

Legal debt margin

\$ 302,849,579

Note: Minnesota Statutes § 475.53, Subdivision 1, No municipality, except a school district or a city of the first class, shall incur or be subject to a net debt in excess of three percent of the taxable market value of taxable property in the municipality for years 2008 and beyond.

Source: Dakota County Auditor and Treasurer's Office.

**CITY OF LAKEVILLE
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS**

Fiscal Year	Gross (1) Revenues	Operating Expenses	Net Revenue Available For Debt Service	Requirements (2)		Total	Times Coverage
				Principal	Interest		
2015	\$ 9,283,053	\$ 4,948,633	\$ 4,334,420	\$ 2,670,000	\$ 594,489	\$ 3,264,489	1.33
2016	10,530,436	5,389,869	5,140,567	595,000	652,577	1,247,577	4.12
2017	12,234,365	5,193,095	7,041,270	1,005,000	690,010	1,695,010	4.15
2018	8,361,880	3,099,485	5,262,395	865,000	513,715	1,378,715	3.82
2019	8,610,576	3,156,154	5,454,422	895,000	478,105	1,373,105	3.97
2020	11,989,250	6,222,639	5,766,611	750,000	439,350	1,189,350	4.85
2021	14,204,060	3,975,650	10,228,410	785,000	408,525	1,193,525	8.57
2022	13,233,699	5,077,177	8,156,522	420,000	368,110	788,110	10.35
2023	13,654,066	7,104,056	6,550,010	645,000	312,600	957,600	6.84
2024	10,737,574	5,817,588	4,919,986	680,000	281,575	961,575	5.12

Notes:

(1) The primary revenue source for debt service includes water system connection charges, water system user fees, ice arena net operating revenue and contributions from one organization conducting lawful gambling at approved locations, and liquor fund gross profits.

(2) Revenue bonds include water connection revenue, arena revenue, and liquor revenue.

**CITY OF LAKEVILLE
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS**

<u>Year</u>	<u>(1) Population</u>	<u>Percentage Increase from Previous Year</u>	<u>Personal Income (2) (in thousands)</u>	<u>Per Capita Personal Income</u>	<u>Building Permits Issued</u>			
					<u>Family Dwellings (3)</u>			<u>Housing units Valuation</u>
					<u>Single</u>	<u>Multiple</u>	<u>Total</u>	
2015	59,991	1.06%	\$ 3,222,117	\$ 53,710	366	54	420	125,929,000
2016	60,965	1.62%	3,351,551	54,975	403	62	465	139,008,000
2017	61,993	1.69%	3,573,153	57,638	487	44	531	160,520,000
2018	64,334	3.78%	3,901,921	60,651	478	49	527	159,251,000
2019	65,831	2.33%	4,075,861	61,914	556	64	620	180,622,000
2020	69,490	5.56%	4,499,339	64,748	742	73	815	223,050,000
2021	72,135	3.81%	4,899,914	67,927	663	73	736	205,419,000
2022	73,828	2.35%	5,166,779	69,984	387	160	547	139,685,000
2023	75,217	1.88%	5,642,704	75,019	367	94	461	123,241,000
2024	76,746	2.03%	N/A	N/A	385	49	434	123,839,003

Annual percentage
increase average last
ten fiscal years

2.61%

127.93%

16,755

Labor Force and Unemployment Rate (not seasonally adjusted) (2)

<u>Year</u>	<u>City of Lakeville</u>		<u>Dakota County</u>		<u>Rates</u>	
	<u>Labor Force</u>	<u>Unemployment Rate</u>	<u>Labor Force</u>	<u>Unemployment Rate</u>	<u>State of Minnesota</u>	<u>United States</u>
2015	33,876	2.7%	234,299	3.1%	3.7%	4.8%
2016	33,793	3.0%	232,091	3.4%	4.1%	4.5%
2017	34,911	2.5%	239,356	2.7%	3.3%	4.1%
2018	35,758	2.4%	240,195	2.7%	3.2%	3.7%
2019	36,610	2.7%	242,855	2.9%	3.5%	3.4%
2020	36,025	3.8%	233,902	4.3%	4.9%	6.5%
2021	37,007	2.2%	236,441	2.4%	2.7%	3.7%
2022	38,904	2.5%	241,966	2.7%	3.2%	3.3%
2023	38,692	2.5%	240,731	2.7%	3.2%	3.3%
2024	43,071	2.0%	249,642	2.2%	2.6%	3.8%

Source:

(1) Metropolitan Council as of April 1 (except for 2020 Federal Census).

(2) U.S. Department of Commerce Bureau of Economic Analysis as of December 31, 2024, not seasonally adjusted.

(3) City of Lakeville Inspections Department.

N/A - Not available.

**CITY OF LAKEVILLE
PRINCIPAL EMPLOYERS
FISCAL YEARS ENDED DECEMBER 31, 2024 AND DECEMBER 31, 2015**

Principal Employer (1)	Product/Service	2024			2015		
		Employees	Rank	%	Employees	Rank	%
Independent School District #194	Elementary & secondary schools	1,334	1	3.4%	1,370	1	4.0%
Hearthside Food Solutions	Food service contractors	707	2	1.8%	715	2	2.1%
Treehouse Brands	Breakfast cereal products	500	3	1.3%	515	3	1.5%
Amazon XL Fulfillment Center	Warehouse & distribution	450	4	1.2%	-		
Post Consumer Brands	Cereal production	415	5	1.1%	250	5	0.7%
BTD Manufacturing	Metal manufacturing	390	6	1.0%	210	8	0.6%
Buddy's Kitchen	Food manufacturing and packaging	300	7	0.8%	-		
Menasha Corporation	Corrugated & solid fiber box mfg.	286	8	0.7%	237	6	0.7%
Schmitt & Sons Bus Company	Transportation	270	9	0.7%	400	4	1.2%
City of Lakeville (2)	City government	265	10	0.7%	209	9	0.6%
Despatch Industries, Inc.	Industrial furnace & oven mfg.	-			230	7	0.7%
Jeff Belzer's Chevy-Dodge-KIA	New & used auto dealership	-			200	10	0.6%
Total principal employers		4,917		12.7%	4,336		12.8%
All other employers		33,775		87.3%	29,540		87.2%
Total City of Lakeville civilian labor force (3)		38,692		100.0%	33,876		100.0%

Source:

(1) Reference USA.

(2) As of December 31, 2024 (full-time equivalent).

(3) MN Department of Employment and Economic Development (DEED) as of December 31, 2024.

**CITY OF LAKEVILLE
COMMERCIAL AND INDUSTRIAL BUILDING PERMITS ISSUED
YEARS 2024 AND 2023**

NEW BUILDING PERMITS 2024 AND 2023 (in excess of \$500,000)

<u>BUSINESS</u>	<u>PRODUCT/SERVICE</u>	<u>VALUATION (1)</u>
RL Cold	Cold storage facility	\$ 32,000,000
Sweet Harvest Foods	Office warehouse	16,192,000
New Creations Child Care Center	Childcare Facility	3,900,000
Midwest ENT Specialists	Medical office	3,000,000
Goodwill	Retail building	3,000,000
PetSuites of America	Pet boarding facility	2,800,000
Panda Express	Drive-thru restaurant	1,957,000
Kenwood Commons	Office building	1,300,000
Taco Bell	Drive-thru restaurant	1,000,000
Cedar Hills Amenity Building	Association assembly space	596,000

EXPANSION OR REMODEL BUILDING PERMITS 2024 AND 2023 (in excess of \$500,000)

<u>BUSINESS</u>	<u>PRODUCT/SERVICE</u>	<u>VALUATION (1)</u>
Post Consumer Brands	R&D facility & office space	\$ 9,565,000
Midwest ENT Specialists	Medical office	2,200,000
Children's Dental Care	Dentist office	1,750,000
Dick's Sanitation	Refuse/Recycling & office space	1,439,000
Christian Heritage Academy	Private School	1,200,000
Goldfish Swim School	Swim School	960,000
Planet Fitness	Exercise Gym	822,000
Northland Collision	Auto repair shop	800,000
Action Behavior Centers	Autism Therapy	700,000
Exuberance Chiropractic	Chiropractic clinic	500,000

Notes:

(1) Valuation excludes land and personal property.

Source: City of Lakeville Inspections Department.

**CITY OF LAKEVILLE
EMPLOYEES BY FUNCTION/PROGRAM (FULL-TIME EQUIVALENT)
LAST TEN FISCAL YEARS**

<u>Function/Program</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
General government										
City administration	3.0	3.0	3.0	3.0	3.0	3.0	3.0	2.6	3.0	2.9
Communications	4.0	3.9	4.5	5.2	5.2	5.0	5.2	5.2	4.9	4.2
City clerk	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.6	1.0	1.0
Finance	6.6	6.7	7.0	7.0	6.7	6.7	6.7	7.1	8.5	7.8
Information Technology	3.0	3.1	3.8	4.0	4.0	4.0	4.0	4.0	3.6	4.0
Human resources	3.2	4.0	4.0	4.0	4.0	4.0	4.0	4.0	5.0	5.2
Planning	3.5	3.5	4.2	4.5	4.5	4.5	4.2	4.8	3.5	-
Community and economic development	2.5	2.5	2.4	2.5	2.5	2.5	2.5	3.3	2.5	5.8
Protective inspection	7.6	8.0	8.4	9.0	9.1	9.8	10.3	10.5	10.2	9.9
General government buildings	3.0	4.6	5.5	6.0	6.2	6.5	5.7	5.3	5.4	5.4
Total general government	<u>37.4</u>	<u>40.2</u>	<u>43.8</u>	<u>46.2</u>	<u>46.2</u>	<u>47.0</u>	<u>46.6</u>	<u>48.4</u>	<u>47.6</u>	<u>46.2</u>
Public safety										
Police officers (sworn)	52.8	54.7	54.6	57.0	61.0	61.7	61.0	66.4	65.5	67.0
Police administration	12.5	13.4	14.8	13.1	13.6	14.5	13.7	12.1	13.8	14.0
Fire (excluding volunteer firefighters)	<u>5.3</u>	<u>5.5</u>	<u>5.4</u>	<u>5.4</u>	<u>5.4</u>	<u>5.4</u>	<u>5.4</u>	<u>6.0</u>	<u>6.3</u>	<u>13.0</u>
Total public safety	<u>70.6</u>	<u>73.6</u>	<u>74.8</u>	<u>75.5</u>	<u>80.0</u>	<u>81.6</u>	<u>80.1</u>	<u>84.5</u>	<u>85.6</u>	<u>94.0</u>
Public works										
Engineering	6.4	6.6	7.6	7.3	7.5	7.3	8.3	7.3	7.3	7.9
Forestry	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.0	1.8
Construction Services	3.9	3.7	3.3	4.0	4.7	4.9	5.3	4.1	4.5	3.2
Street maintenance	<u>20.4</u>	<u>21.6</u>	<u>21.7</u>	<u>21.9</u>	<u>22.7</u>	<u>23.0</u>	<u>22.2</u>	<u>22.9</u>	<u>22.1</u>	<u>20.7</u>
Total public works	<u>30.7</u>	<u>31.9</u>	<u>32.6</u>	<u>33.2</u>	<u>34.9</u>	<u>35.2</u>	<u>35.8</u>	<u>34.3</u>	<u>35.9</u>	<u>33.6</u>
Parks and recreation										
Park maintenance	14.8	14.0	15.1	16.4	16.6	16.3	15.4	16.5	18.2	18.4
Recreation	5.5	5.8	6.5	6.4	6.5	6.3	7.8	7.5	6.5	6.5
Arts center	<u>3.7</u>	<u>3.7</u>	<u>3.6</u>	<u>3.8</u>	<u>3.7</u>	<u>3.2</u>	<u>4.3</u>	<u>4.5</u>	<u>4.0</u>	<u>4.0</u>
Total parks and recreation	<u>24.0</u>	<u>23.5</u>	<u>25.2</u>	<u>26.6</u>	<u>26.8</u>	<u>25.8</u>	<u>27.5</u>	<u>28.5</u>	<u>28.7</u>	<u>28.9</u>
Total governmental activities	<u>162.7</u>	<u>169.2</u>	<u>176.4</u>	<u>181.5</u>	<u>187.9</u>	<u>189.6</u>	<u>190.0</u>	<u>195.7</u>	<u>197.8</u>	<u>202.7</u>
Liquor	24.4	25.3	26.1	26.0	26.3	26.5	29.9	36.6	36.6	38.4
Utility	<u>21.6</u>	<u>21.3</u>	<u>23.1</u>	<u>24.3</u>	<u>24.6</u>	<u>24.0</u>	<u>24.0</u>	<u>25.8</u>	<u>23.1</u>	<u>23.4</u>
Total business-type activities	<u>46.0</u>	<u>46.6</u>	<u>49.2</u>	<u>50.3</u>	<u>50.9</u>	<u>50.5</u>	<u>53.9</u>	<u>62.4</u>	<u>59.7</u>	<u>61.8</u>
Total employees	<u>208.7</u>	<u>215.8</u>	<u>225.6</u>	<u>231.8</u>	<u>238.8</u>	<u>240.1</u>	<u>243.9</u>	<u>258.1</u>	<u>257.5</u>	<u>264.5</u>

Source: City of Lakeville Human Resources Department.

Note: Includes full-time equivalent for both full and part time employees and accounts for overtime. Seasonal employees are not included for purposes of this report.

**CITY OF LAKEVILLE
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS**

Function	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
General government										
Number of registered voters	N/A	41,124	N/A	41,693	N/A	44,511	N/A	48,064	N/A	49,723
Number of final plats approved	23	19	20	25	16	20	20	22	8	16
Number of building permits issued	2,030	1,889	1,829	1,875	4,260	3,376	3,129	3,612	4,221	2,659
Valuation of building permits issued (in millions)	\$ 183	\$ 218	\$ 248	\$ 234	\$ 276	\$ 403	\$ 331	\$ 292	\$ 218	\$ 227
Public safety										
Total calls for service	47,072	47,724	38,036	43,268	46,006	32,327	35,784	42,258	51,565	53,165
Traffic stops	17,681	18,239	15,680	18,412	18,700	8,024	6,214	9,605	12,143	11,795
Non-traffic related calls	29,391	29,485	22,356	24,856	27,306	24,303	27,783	32,653	39,422	41,370
Number of volunteer firefighters	83	85	86	82	88	85	90	90	70	65
Number of full-time firefighters	-	-	-	-	-	-	-	-	-	6
Number of annual fire calls	1,192	1,347	1,477	1,500	1,694	1,998	2,794	3,114	3,266	3,593
Public works										
City street miles added	4.5	17.0	3.1	3.6	7.5	7.0	10.8	5.4	4.7	5.3
Parks and recreation										
Park acres mowed	430	430	430	430	430	430	430	450	455	455
Park facility reservations taken	1,024	742	551	562	580	304	574	617	467	481
Program activity registrations taken	9,231	8,141	6,294	6,490	7,510	4,250	7,806	8,170	6,291	6,480
Liquor										
Annual sales (in millions)	\$ 13.6	\$ 14.1	\$ 14.6	\$ 16.9	\$ 16.4	\$ 18.3	\$ 19.6	\$ 21.7	\$ 22.6	\$ 22.6
Utility (in millions of gallons)										
Water (average daily consumption)	5.2	5.5	5.8	5.8	5.2	6.3	7.5	7.4	7.8	6.2
Sanitary sewer (1) (average daily treatment)	3.2	3.4	3.4	3.5	3.5	3.6	3.8	3.8	4.0	3.9

Notes:

(1) Sewage is treated by the Metropolitan Council Environmental Services.

N/A Indicates information is not available for this period at the printing of this report.

Source: Various City of Lakeville Departments.

**CITY OF LAKEVILLE
CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS**

Function (1)	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Public safety										
Police station	1	1	1	1	1	1	1	1	1	1
Fire stations	4	4	4	4	4	4	4	4	4	4
Public works										
City streets (miles)	271.3	288.3	291.4	295.0	302.5	309.5	320.3	325.7	330.4	335.7
Parks and recreation										
Acres of parks, conservation areas, and greenways	1,590	1,600	1,600	1,600	1,677	1,677	1,677	1,706	1,706	1,706
Parks	59	60	60	61	61	61	61	65	67	67
Conservation areas	20	20	20	20	20	20	20	20	20	20
Trails and sidewalks - paved (miles)	109	110	111	117	118	120	120	130	142	142
Ice rinks - outdoor (fully boarded)	11	11	11	11	11	11	11	11	11	11
Ice rinks - indoor	3	3	3	3	3	3	3	3	3	3
Fields (softball, soccer, baseball, football, Lacrosse)	96	96	96	97	97	97	97	98	101	101
Courts (basketball, volleyball, tennis, pickleball)	38	38	43	43	43	43	47	47	56	56
Playgrounds	43	44	44	46	46	46	47	47	50	50
Swimming beaches	3	3	3	3	2	2	2	2	2	2
Liquor										
Number of on-sale stores owned	2	2	2	1	1	1	2	2	2	2
Number of on-sale stores leased	1	1	1	2	2	2	2	2	2	2
Utility										
Water										
Water mains (miles)	321	321	346	350	358	367	380	387	396	396
Fire hydrants	3,572	3,572	3,818	3,885	3,969	4,080	4,374	4,494	4,595	4,595
Wells	17	18	18	19	19	19	19	19	19	19
Water Towers	5	5	6	6	6	6	6	6	6	6
Sanitary sewer										
Sanitary sewer mains (miles)	261	261	261	264	270	278	288	295	303	304
Sanitary sewer lift stations	20	20	20	20	20	20	20	20	19	18

Notes:

(1) Indicators for general government functions are not available.

Source: Various City of Lakeville Departments.

CITY OF LAKEVILLE, MINNESOTA
EXECUTIVE AUDIT SUMMARY
YEAR ENDED DECEMBER 31, 2024

September 30, 2025

To the City Council and Management
City of Lakeville, Minnesota

We have prepared this management report in conjunction with our audit of the City of Lakeville, Minnesota's (the City) financial statements for the year ended December 31, 2024. The purpose of this report is to provide comments resulting from our audit process and to communicate information relevant to city finances in Minnesota. We have organized this report into the following sections:

- ☐ Audit Summary
- ☐ Governmental Funds Overview
- ☐ Enterprise Funds Overview
- ☐ Government-Wide Financial Statements
- ☐ Legislative Updates
- ☐ Accounting and Auditing Updates

We would be pleased to further discuss any of the information contained in this report or any other concerns that you would like us to address. We would also like to express our thanks for the courtesy and assistance extended to us during the course of our audit.

The purpose of this report is solely to provide those charged with governance of the City, management, and those who have responsibility for oversight of the financial reporting process comments resulting from our audit process and information relevant to city finances in Minnesota. Accordingly, this report is not suitable for any other purpose.



Christopher Knopik, CPA, CFE

Minneapolis, Minnesota
September 30, 2025

AUDIT SUMMARY

The following is a summary of our audit work, key conclusions, and other information that we consider important or that is required to be communicated to the City Council, administration, or those charged with governance of the City.

OUR RESPONSIBILITY UNDER AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA AND *GOVERNMENT AUDITING STANDARDS*

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended December 31, 2024, and the related notes to the financial statements. Professional standards require that we provide you with information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information to you verbally, in our Governance Communication Letter, and in our audit engagement letter. Professional standards also require that we communicate the following information related to our audit.

PLANNED SCOPE AND TIMING OF THE AUDIT

We performed the audit according to the planned scope and timing previously discussed and coordinated in order to obtain sufficient audit evidence and complete an effective audit.

AUDIT OPINION AND FINDINGS

Based on our audit of the City's financial statements for the year ended December 31, 2024:

- We issued an **unmodified** opinion on the City's basic financial statements.
- We issued an **unmodified** opinion on the City's compliance with major federal award programs.
- We reported no deficiencies in the City's internal control over financial reporting that we considered to be material weaknesses.
- We reported no deficiencies in the City's internal control over financial reporting that we considered to be a significant deficiency.
- The results of our testing disclosed no instances of noncompliance required to be reported under *Government Auditing Standards*.

Overall, we found the City's financial records to be in excellent condition. This not only provides for an efficient year-end audit, but should also provide confidence in the interim financial data used to manage the City throughout the year.

GOVERNMENTAL FUNDS OVERVIEW

This section of the report provides you with an overview of the financial trends and activities of the City's governmental funds, which include the General, special revenue, debt service, and capital project funds.

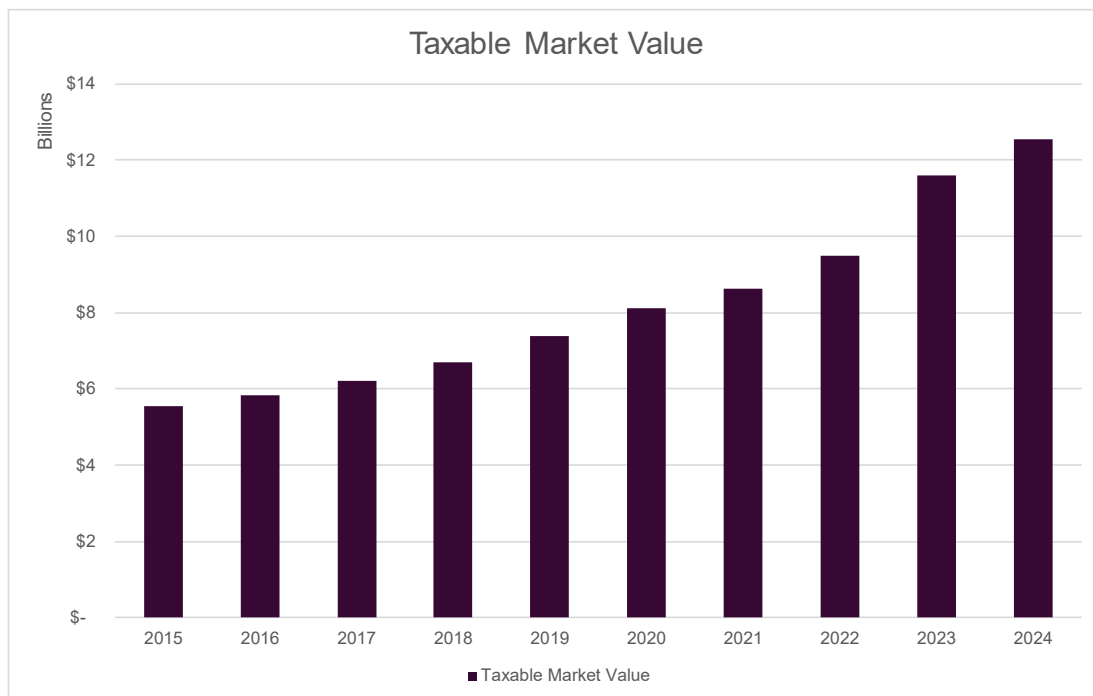
These funds are used to account for the basic services the City provides to all of its citizens, which are financed primarily with property taxes. The governmental fund information in the City's financial statements focuses on budgetary compliance, and the sufficiency of each governmental fund's current assets to finance its current liabilities.

PROPERTY TAXES

Minnesota cities rely heavily on local property tax levies to support their governmental fund activities. For the 2022 fiscal year (the most recent comparative state-wide data available), local ad valorem property tax levies provided 44.1 percent of the total governmental fund revenues for cities over 2,500 in population, and 35.2 percent for cities under 2,500 in population. Total property taxes levied by all Minnesota cities for taxes payable in 2024 increased 7.6 percent compared to the prior year, and 7.7 percent for taxes payable in 2025. The taxable net tax capacity value of property in Minnesota cities increased about 8.3 percent for the 2024 levy year. The tax capacity values used for levying property taxes are based on the assessed market values for the previous fiscal year (e.g., tax capacity values for taxes levied in 2024 were based on assessed market values as of January 1, 2023), so the trend of change in these tax capacity values lags somewhat behind the housing market and economy in general.

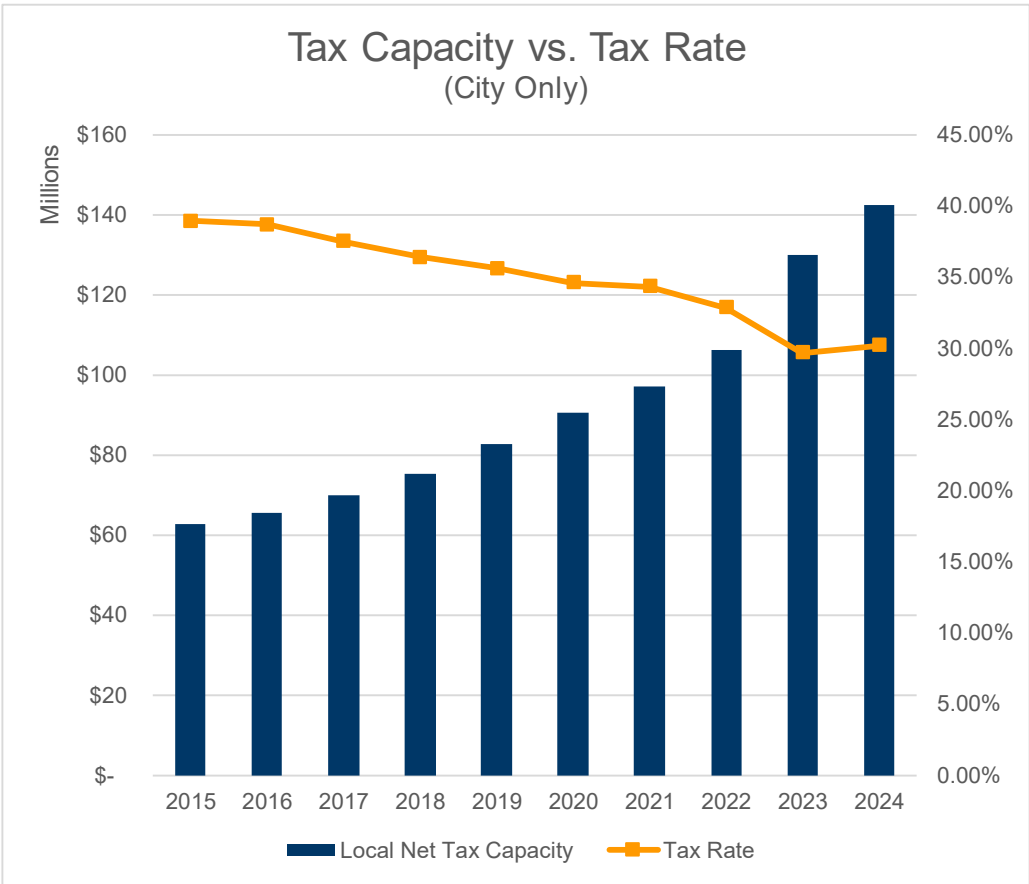
The total market value of property in Minnesota cities increased 7.38 percent for the 2024 levy year, following an increase of 16.0 percent for levy year 2023, and an increase of 17.0 percent for 2022.

The City's taxable market value increased 22.0 percent for taxes payable in 2023 and 8.2 percent for taxes payable in 2024. The following graph shows the City's changes in taxable market value over the past 10 years including 2024:

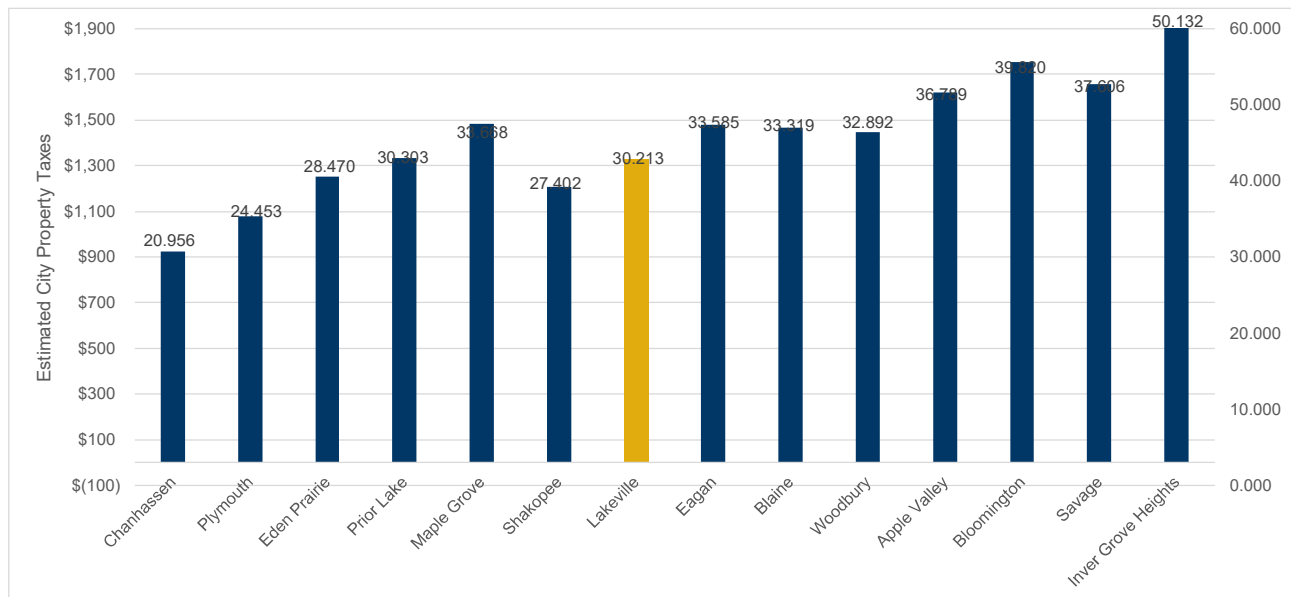


Tax capacity is considered the actual base available for taxation. It is calculated by applying the state’s property classification system to each property’s market value. Each property classification, such as commercial or residential, has a different calculation and uses different rates. Consequently, a city’s total tax capacity will change at a different rate than its total market value, as tax capacity is affected by the proportion of the City’s tax base that is in each property classification from year-to-year, as well as legislative changes to tax rates and exemptions. The City’s tax capacity increased 9.4 percent and 22.3 percent for taxes payable in 2024 and 2023, respectively.

The following graph shows the City’s change in tax capacities over the past 10 years:



The following chart provides a comparison of the City's 2024 tax capacity rate with other comparable cities:



This chart is based on the City of Lakeville's 2023 median home estimated market value of \$440,353 and estimated taxable market value of \$449,700. The City of Lakeville when compared to other local cities is right in the middle. This chart is an estimate of only the City's portion of taxes and excludes other taxing jurisdictions (i.e. schools, county, special districts).

GOVERNMENTAL FUND BALANCES

The following table summarizes the changes in the fund balances of the City's governmental funds during the year ended December 31, 2024, presented both by fund balance classification and by fund:

	Fund Balance As of December 31,		Increase (Decrease)
	2024	2023	
Fund Balances of Governmental Funds			
Total by Classification			
Nonspendable	\$ 352,765	\$ 279,568	\$ 73,197
Restricted	59,112,599	53,196,145	\$ 5,916,454
Committed	47,971,292	48,514,099	\$ (542,807)
Assigned	-	1,528,414	\$ (1,528,414)
Unassigned	20,668,085	18,684,638	\$ 1,983,447
Total governmental funds	<u>\$ 128,104,741</u>	<u>\$ 122,202,864</u>	<u>\$ 5,901,877</u>
Total by Fund			
General	\$ 23,186,629	\$ 22,372,997	\$ 813,632
Debt Service	23,590,844	22,191,294	\$ 1,399,550
Capital Projects	79,690,723	76,100,864	\$ 3,589,859
Nonmajor Funds	1,636,545	1,537,709	\$ 98,836
Total governmental funds	<u>\$ 128,104,741</u>	<u>\$ 122,202,864</u>	<u>\$ 5,901,877</u>

In total, the fund balances of the City's governmental funds increased \$5,901,877 during the year ended December 31, 2024.

The majority of the increase was due to the restricted fund balances of \$5.9 million, and capital projects balances of \$3.6 million, which were partially offset by decreases in assigned fund balance of \$1.5 million. The increase in restricted and capital projects balances was due primarily to use of funds for their restricted purposes and there was an influx of bonds proceeds in 2024. The decrease in the assigned balance reflects that the 2025 adopted budget is a balanced budget where revenues are expected to exceed expenditures and no use of fund balance is anticipated.

GOVERNMENTAL FUNDS REVENUE AND EXPENDITURES

The following table presents the per capita revenue of the City's governmental funds for the past three years, along with state-wide averages.

We have included the most recent comparative state-wide averages available from the Office of the State Auditor to provide a benchmark for interpreting the City's data. The amounts received from the typical major sources of governmental fund revenue will naturally vary between cities based on factors such as the City's stage of development, location, size and density of its population, property values, services it provides, and other attributes. It will also differ from year-to-year due to the effect of inflation and changes in the City's operation. Also, certain data on these tables may be classified differently than how they appear on the City's financial statements in order to be more comparable to the state-wide information, particularly in separating capital expenditures from current expenditures.

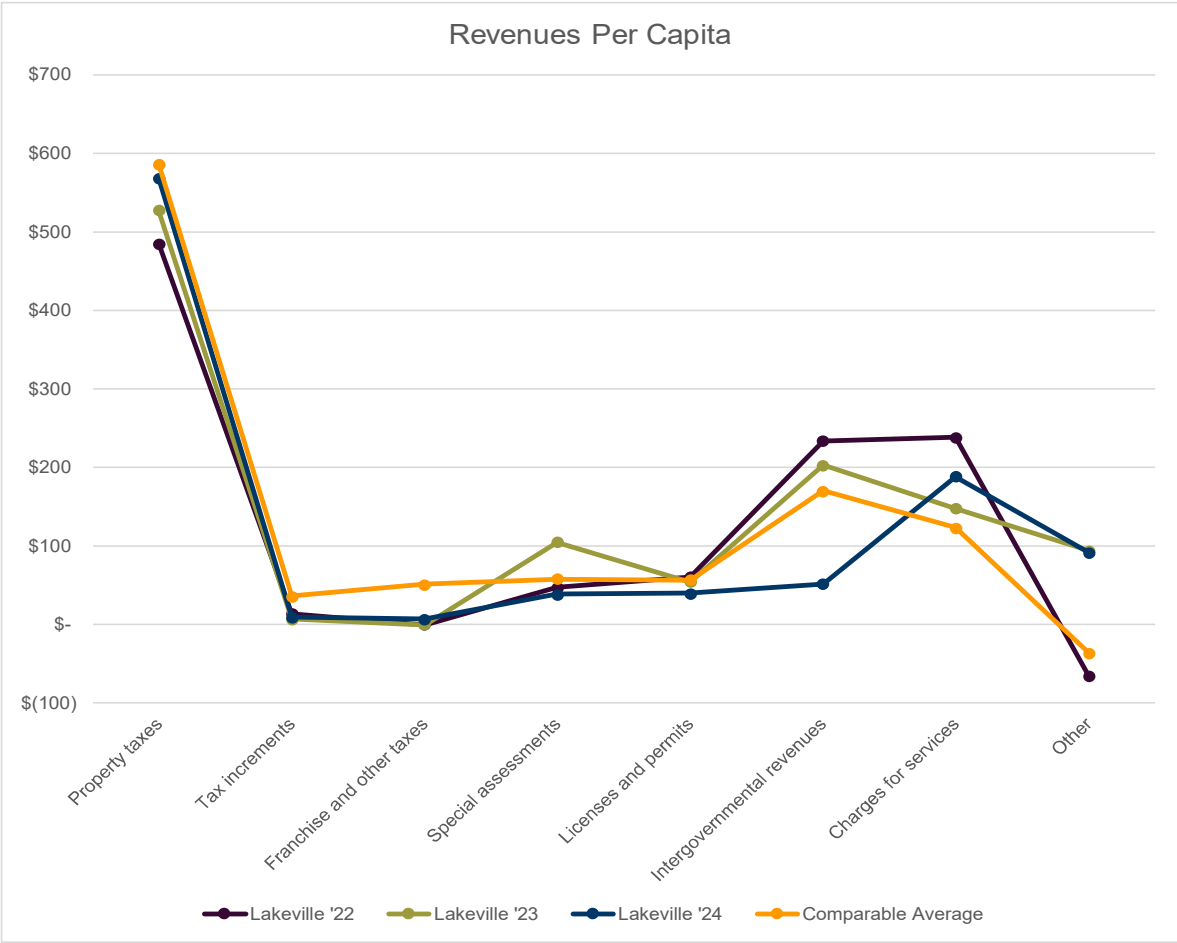
We have designed this section of our management report using per capita data in order to better identify unique or unusual trends and activities of your city. We intend for this type of comparative and trend information to complement, rather than duplicate, information in the Management's Discussion and Analysis. An inherent difficulty in presenting per capita information is the accuracy of the population count, which for most years is based on estimates.

Governmental Funds Revenue per Capita With State-Wide Averages by Population Class				
Year	State-Wide	City of Lakeville		
	December 31, 2022	2022	2023	2024
Population	20,000 - 100,000	73,828	75,217	76,746
Property taxes	\$ 584	\$ 485	\$ 527	\$ 568
Tax increments	46	14	7	10
Franchise and other taxes	58	-	-	7
Special assessments	50	47	105	38
Licenses and permits	55	61	54	40
Intergovernmental revenues	223	234	203	52
Charges for services	137	238	148	188
Other	(21)	(65)	94	92
Total Revenue	1,132	1,014	1,138	995

The City's governmental funds have typically generated less revenue per capita in total than other Minnesota cities in its population class, this is primarily due to less property tax revenue and the City does not receive local government aid (intergovernmental revenue), these are partially offset by significantly more licenses and charges for services when compared to other cities.

Total governmental funds revenues were \$76.3 million in 2024, about \$9.4 million (10.9 percent) less than the prior year. The decrease was primarily the result of one-time Public Safety Aid in the amount of \$3.156 million received in 2023 that did not recur in 2024, along with a lower level of state-aid funding for street maintenance projects compared to the prior year. On a per capita basis, governmental fund revenue for 2024 was \$143 less than the prior year. Property tax revenue was \$41 per capita higher than the previous year due to a levy increase. Intergovernmental revenues were \$151 per capita less than last year due to receiving public safety aid in the previous year. Licenses and permits were \$14 per capita less than last year due to a slight decrease in these revenues from 2023 and the increase in the City's population, but there continues to be significant economic development and community growth in the City. Charges for Services shown above increased \$188 per capita, due primarily to economic development and community growth.

Below is a chart of the City of Lakeville's 2024, 2023 and 2022 governmental funds revenue per capita as compared to the average per capita revenues for the governmental funds of several comparable cities for the year 2022. The comparable cities included in the average below (and in any other instances of a comparable city average included in this report) are Apple Valley, Blaine, Bloomington, Chanhassen, Eagan, Eden Prairie, Inver Grove Heights, Maple Grove, Plymouth, Prior Lake, Savage, Shakopee, and Woodbury.



The expenditures of governmental funds will also vary from state-wide averages and from year-to-year, based on the City's circumstances. Expenditures are classified into three types as follows:

Current – These are typically the general operating type expenditures occurring on an annual basis, and are primarily funded by general sources such as taxes and intergovernmental revenues.

Capital Outlay – These expenditures do not occur on a consistent basis, more typically fluctuating significantly from year-to-year. Many of these expenditures are project-oriented, and are often funded by specific sources that have benefited from the expenditure, such as special assessment improvement projects.

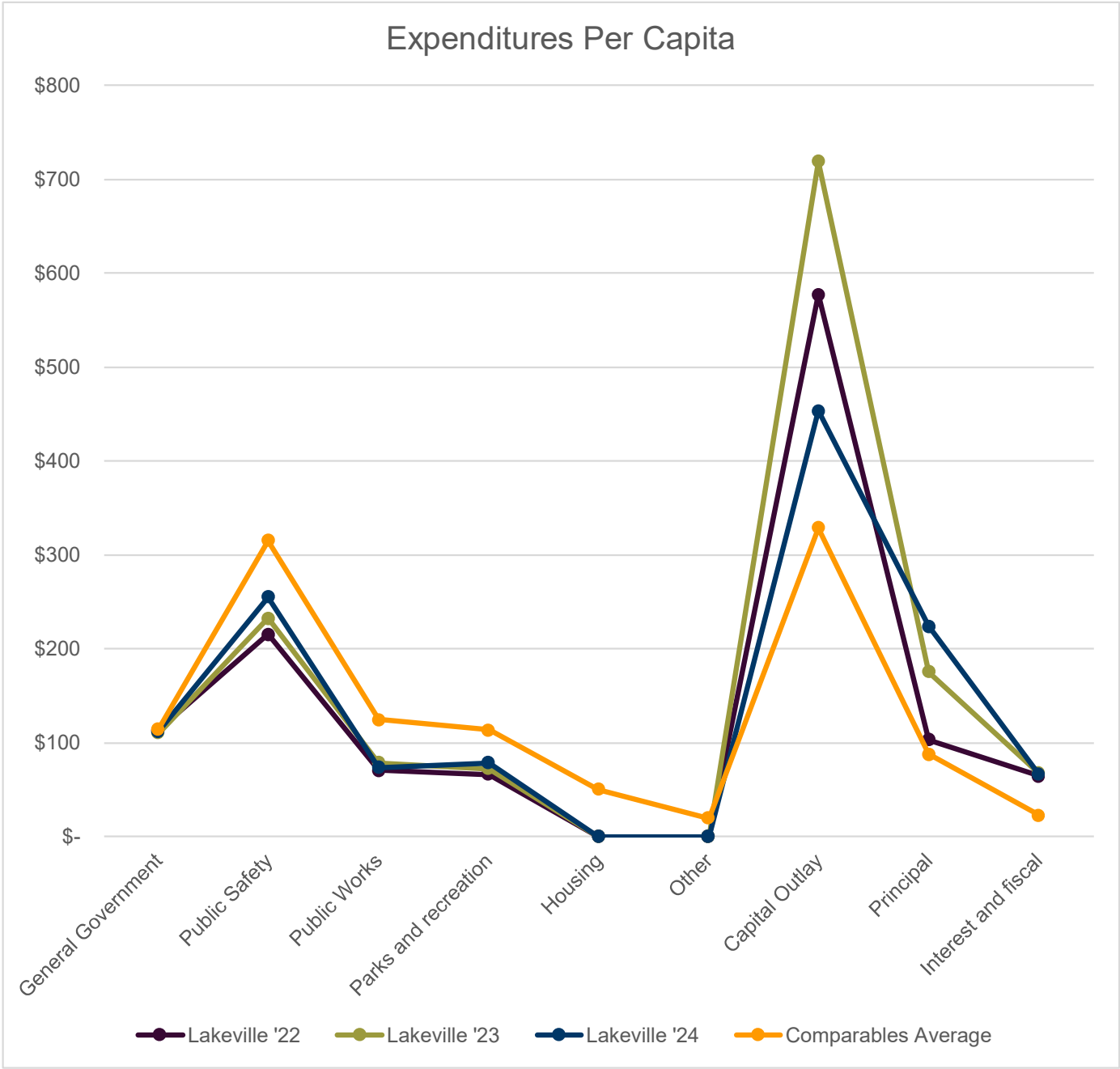
Debt Service – Although the expenditures for debt service may be relatively consistent over the term of the respective debt, the funding source is the important factor. Some debt may be repaid through specific sources such as special assessments or redevelopment funding, while other debt may be repaid with general property taxes.

The City's expenditures per capita of its governmental funds for the past three years, together with state-wide averages, are presented in the following table:

Governmental Fund Expenditures per Capita With State-Wide Averages by Population Class				
Year	State-Wide	City of Lakeville		
	December 31, 2022	2022	2023	2024
Population	20,000 - 100,000	73,828	75,217	76,746
Current				
General Government	\$ 115	\$ 113	\$ 110	\$ 112
Public Safety	324	215	232	255
Public Works	113	70	78	73
Parks and recreation	102	66	72	78
	654	464	492	518
Capital Outlay				
And construction	159	577	719	453
Debt Service				
Principal	109	103	175	224
Interest and fiscal	34	64	67	66
	143	167	242	289
Total Expenditures	956	1,208	1,453	1,261

Total expenditures in the City's governmental funds for 2024 were \$96.8 million, a decrease of \$12.4 million (11.4 percent) from the previous year, or \$192 per capita. The decrease was primarily due to capital outlay, which was \$266 per capita less than the previous year, primarily due to several large street and utility improvement projects during 2023, and an increase in debt service expenditures of \$47 per capita. The increase in debt service reflects the voter-approved referendum to issue \$42 million in debt for park-related infrastructure improvements.

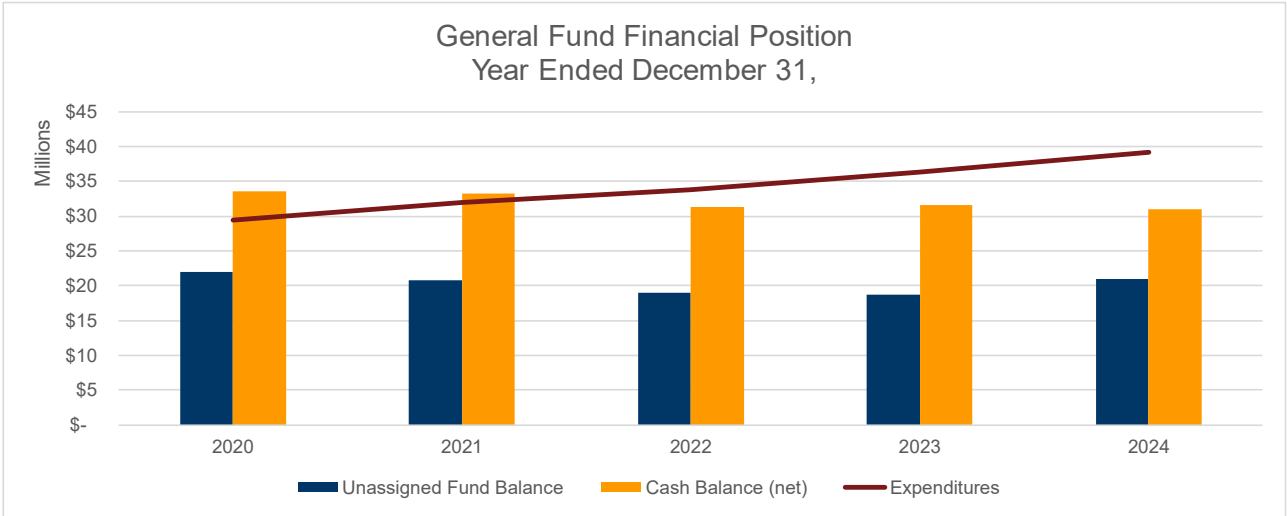
Below is a chart of the City of Lakeville’s 2024 governmental funds expenditures per capita as compared to the average per capita expenditures for the governmental funds of several comparable cities for the year 2022.



GENERAL FUND

The City’s General Fund accounts for the financial activity of the basic services provided to the community. The primary services included within this fund are the administration of the municipal operation, police and fire protection, building inspection, streets and highway maintenance, and parks and recreation.

The graph below illustrates the change in the General Fund financial position over the last five years. We have also included a line representing annual expenditures to reflect the change in the size of the General Fund operation over the same period.



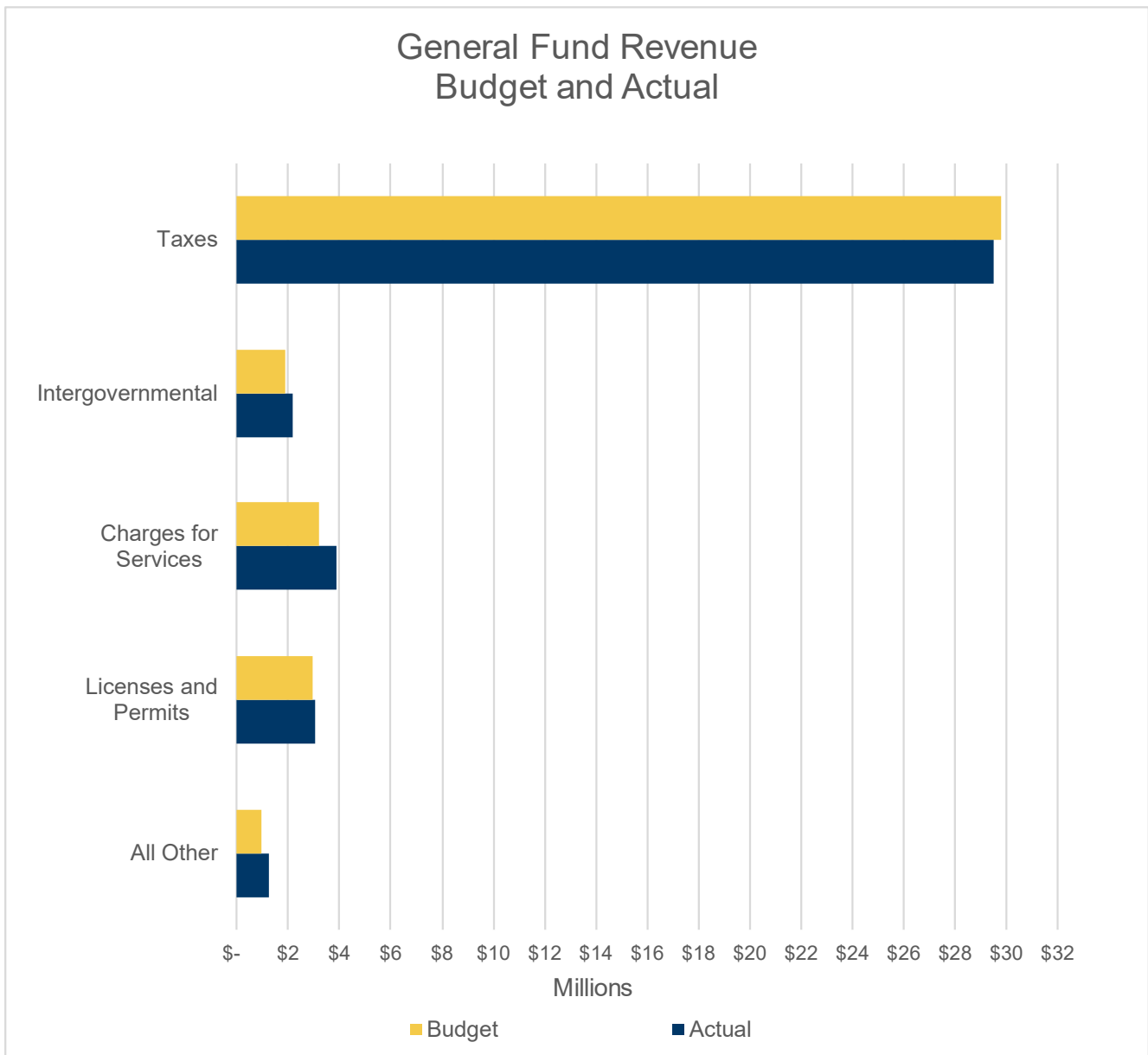
The City’s General Fund cash and investments balance at December 31, 2024 was \$31,074.728, decreased \$550,601. Total fund balance at December 31, 2024 was \$23,186,629, an increase of \$749,496 from the prior year, as compared to the final budget that projected a \$1,515,824 decrease in fund balance.

As the graph illustrates, the City has generally been able to maintain healthy cash and fund balance levels as the volume of financial activity has grown. This is an important factor because a government, like any organization, requires a certain amount of equity to operate. A healthy financial position allows the City to avoid volatility in tax rates; helps minimize the impact of state funding changes; allows for the adequate and consistent funding of services, repairs, and unexpected costs; and is a factor in determining the City’s bond rating and resulting interest costs. Maintaining an adequate fund balance has become increasingly important given the fluctuations in state funding for cities in recent years.

A trend that is typical to Minnesota local governments, especially the General Fund of cities, is the unusual cash flow experienced throughout the year. The City’s General Fund cash disbursements are made fairly evenly during the year other than the impact of seasonal services such as snowplowing, street maintenance, and park activities. Cash receipts of the General Fund are quite a different story. Taxes comprise about 74 percent of the fund’s total annual revenue. Approximately half of these revenues are received by the City in July and the rest in December. Consequently, the City needs to have adequate cash reserves to finance its everyday operations between these payments.

The City’s General Fund’s unassigned fund balance at the end of the 2024 fiscal year represents approximately 53.6 percent of annual expenditures based on 2024 levels, compared to 51.5 percent at the end of the previous year.

The following graph reflects the City's General Fund revenue sources for 2024 compared to budget:



General Fund revenue for 2024 was \$39,867,287, which was \$997,225 (2.57 percent) more than budget.

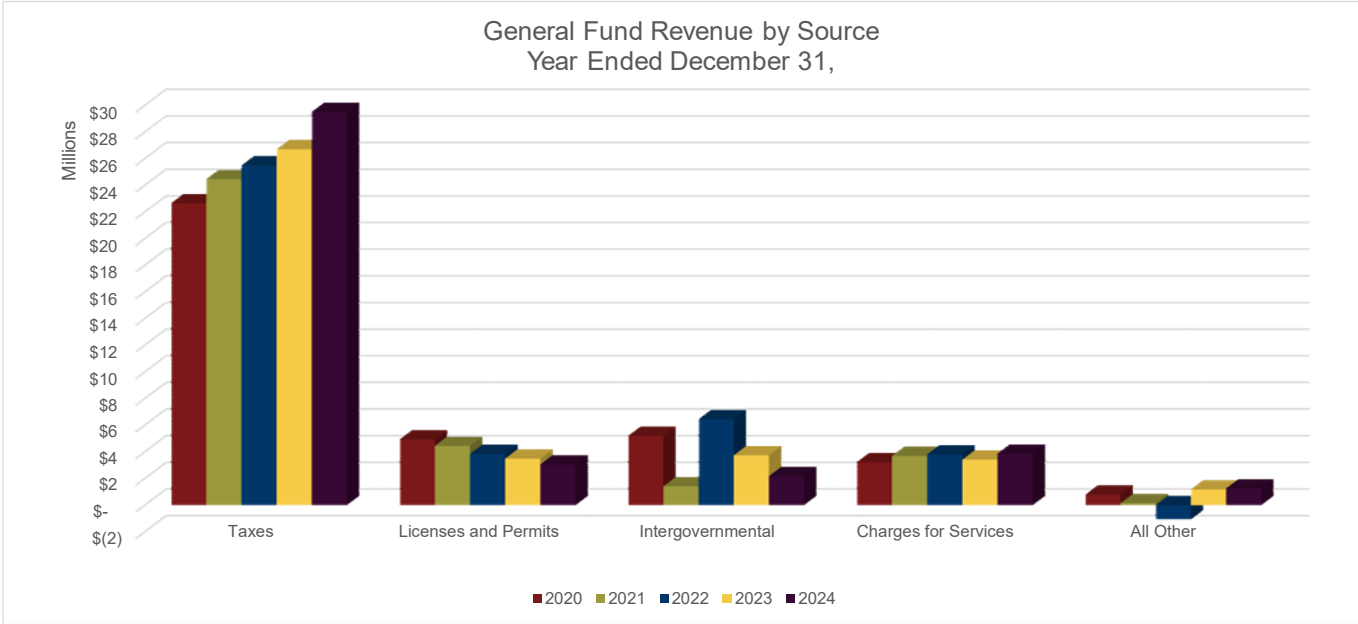
Property taxes were lower than anticipated by \$308,012 due in part to slightly lower than anticipated current tax collection rates and moderately lower than expected delinquent tax collections.

Licenses and permits revenue exceeded estimates by \$90,144, primarily due to change in the mix of building permits from single family to multi-family homes. The number of residential building permits budgeted were 300 compared to 285 actual. Permits for townhomes were budgeted at 140 units compared to 149 actual units.

Charges for services revenue was under budget \$646,277, primarily due to engineering-related services with developer construction administration.

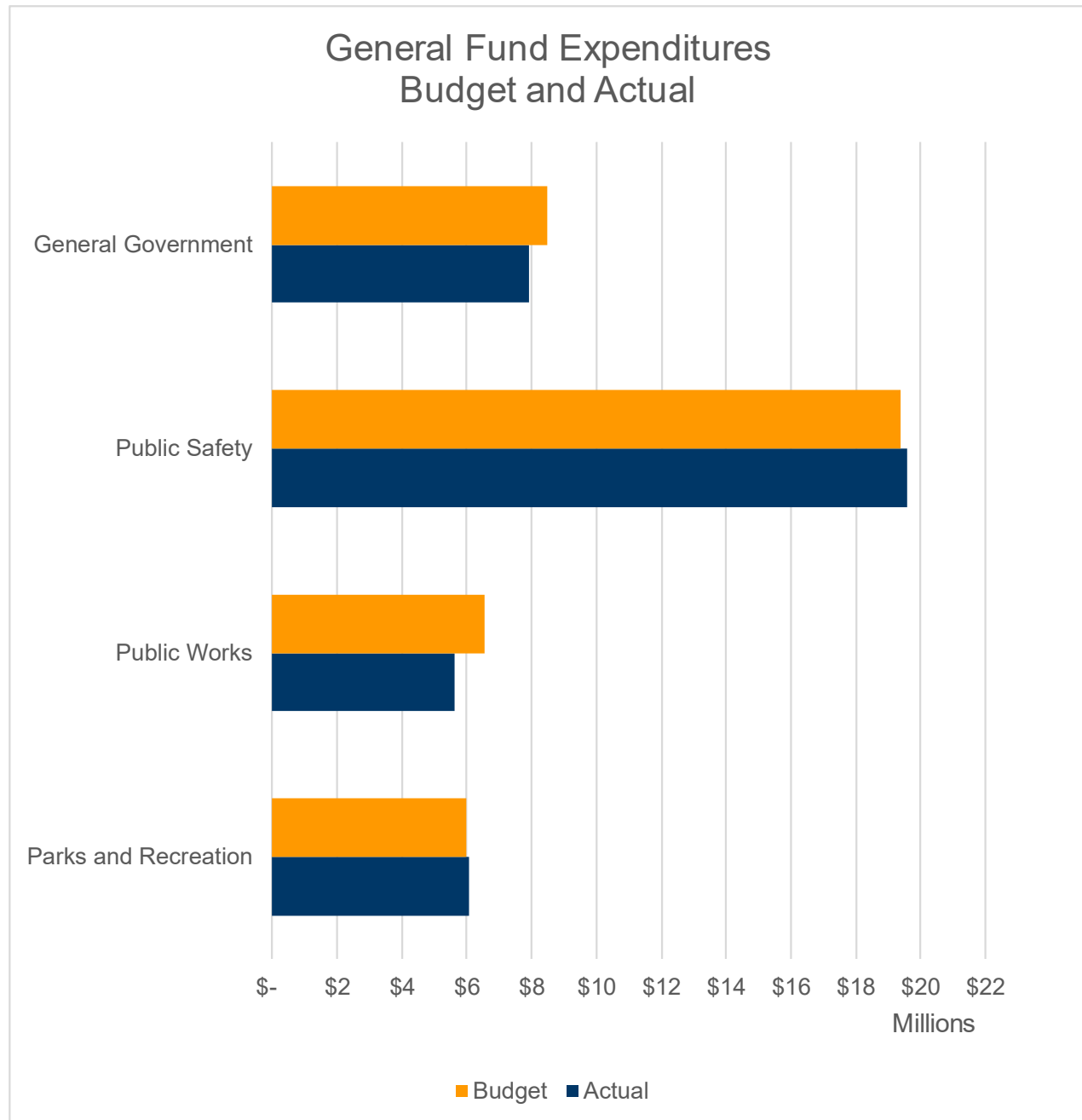
Intergovernmental revenues exceeded estimates by \$268,447 mainly due to the City's receipt of \$131,962 in state aid contributions to PERA, federal grants of \$53,869 and state grants of \$91,699. The total of all remaining other revenues was greater than the total of the budget of all remaining other revenues primarily due to improved investment market conditions. The City's management employs prudent investment practices and cash management techniques to maximize investment income while protecting the City's treasury. Investments are typically held to maturity.

The following graph presents the City's General Fund revenues by source for the last five years. The graph reflects the City's reliance on property taxes and other local sources of revenue.



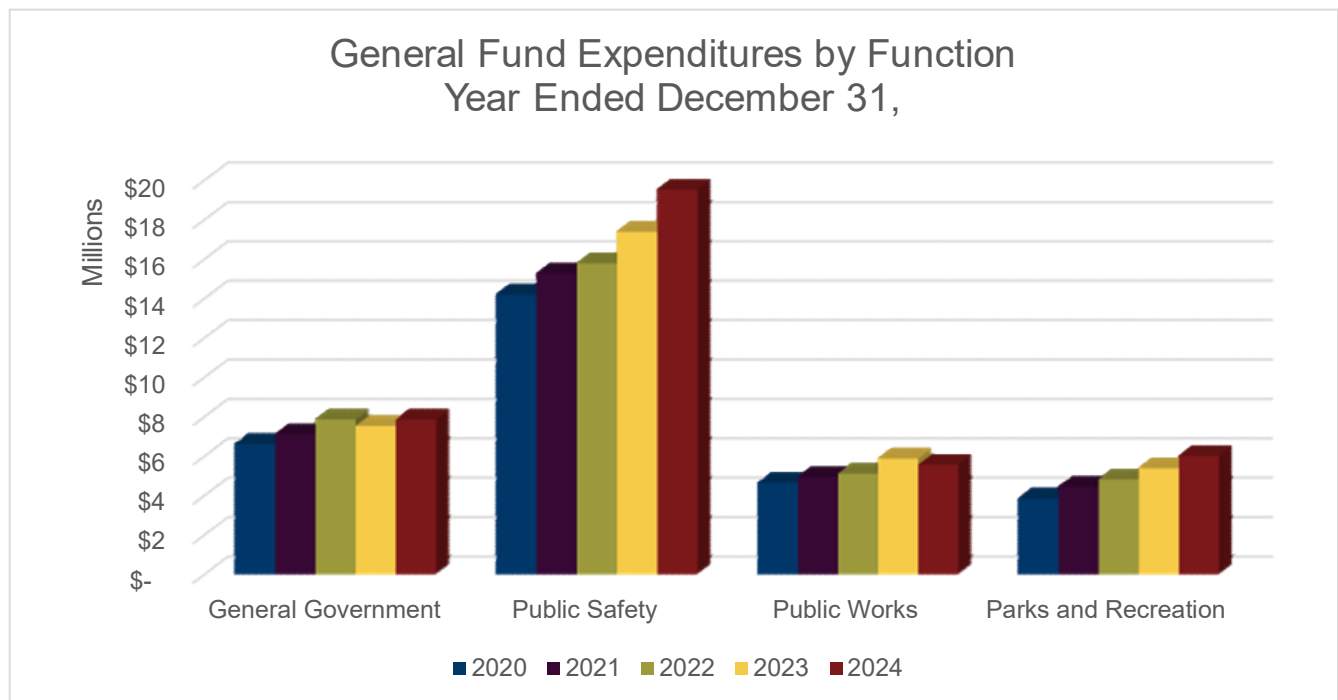
Overall, General Fund revenues increased by \$1,334,265 (3.5 percent) from the previous year. Property tax revenue was \$2,811,833 more than last year due to a 10.1 percent increase in the property tax levy. Intergovernmental revenue decreased \$1,567,030 because of the City's receipt of \$3.156 million in one-time Public Safety Aid in 2023, of which \$1.8 million was recorded in the General Fund and the remainder in the Capital Projects Fund, which was not replicated in 2024. Revenue from charges for services increased \$451,985 due primarily to an increase in public works fees for engineering-related services. Licenses and permits decreased \$436,861 due primarily to a decrease in building permits during 2024. Finally, revenue in the "all other" category as shown above was \$74,338 greater than last year, primarily due to an increase in investment returns, related to the improvements in fair market value.

The following graph illustrates the components of General Fund spending for 2024 compared to budget:



Total General Fund expenditures for 2024 were \$39,129,789, which was \$1,268,095 (3.1 percent) under the final budget. General Fund expenditures were under budget in every functional area, as shown in the graph above, except Public Safety and Parks and Recreation. General government expenditures were \$568,851 under budget, with the largest savings in inspections and community and economic development. Parks and recreation expenditures were \$55,457 over budget, mainly in the Arts Center. Public works costs were under budget by \$930,465, primarily due personnel services savings in both street maintenance and construction services. These savings are due to less street maintenance and construction services being needed than planned. Public safety expenditures were \$175,764 over budget, primarily in police personnel services due to the City's support of local agencies during a high-profile incident.

The following graph presents the City's General Fund expenditures by function for the last five years:



Total General Fund expenditures for 2024 were \$2,764,413 (7.6 percent) higher than the previous year, with the increases primarily occurring in public safety and public works. The majority of the increase was in personnel costs, adding 16 new positions - 15 full-time firefighters (funded by a new SAFER grant) and one police officer, contractual wage increases and inflationary benefit cost increases.

ENTERPRISE FUNDS OVERVIEW

The City maintains two enterprise funds to account for services the City provides that are financed primarily through fees charged to those utilizing the service. This section of the report provides you with an overview of the financial trends and activities of the City's enterprise funds, which include the (water, sewer, street light, and environmental resources) Utility Fund and Liquor Fund.

ENTERPRISE FUNDS FINANCIAL POSITION

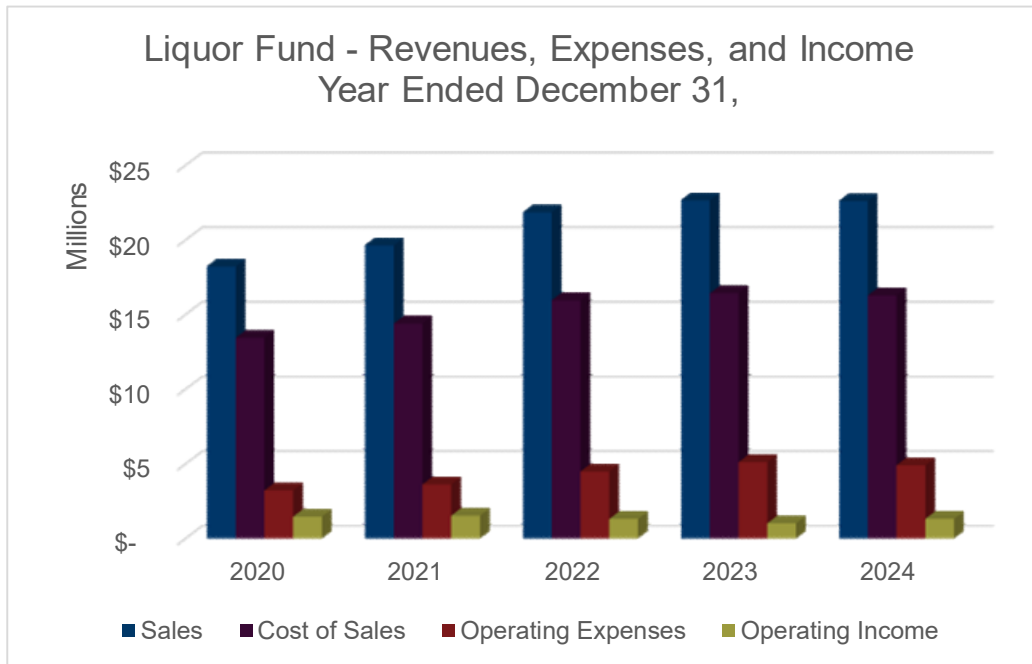
The following table summarizes the changes in the financial position of the City's enterprise funds during the years ended December 31, 2024 and 2023, presented both by classification and by fund:

Enterprise Funds Change in Financial Position			
	Net Position As of December 31,		Increase (Decrease)
	2024	2023	
Net Position of enterprise funds			
Total by classification			
Net Investment in capital assets	\$ 199,011,990	\$ 188,259,693	\$ 10,752,297
Unrestricted	37,198,950	32,808,653	4,390,297
Total Enterprise Funds	<u>\$ 236,210,940</u>	<u>\$ 221,068,346</u>	<u>\$ 15,142,594</u>
Total by Fund			
Liquor	\$ 12,984,719	\$ 12,869,552	\$ 115,167
Utility	223,226,221	208,198,794	15,027,427
Total Enterprise Funds	<u>\$ 236,210,940</u>	<u>\$ 221,068,346</u>	<u>\$ 15,142,594</u>

In total, the net position of the City's enterprise funds increased by \$15,027,427 during the year ended December 31, 2024. The Liquor Fund net position increased by \$115,167. Liquor fund net transfers out were \$1.34 million. The increases in both the net investment in capital assets and the net position of the Utility Enterprise Fund were primarily due to capital infrastructure contributions of \$11.1 million received from developers, other government agencies, and the City's governmental funds.

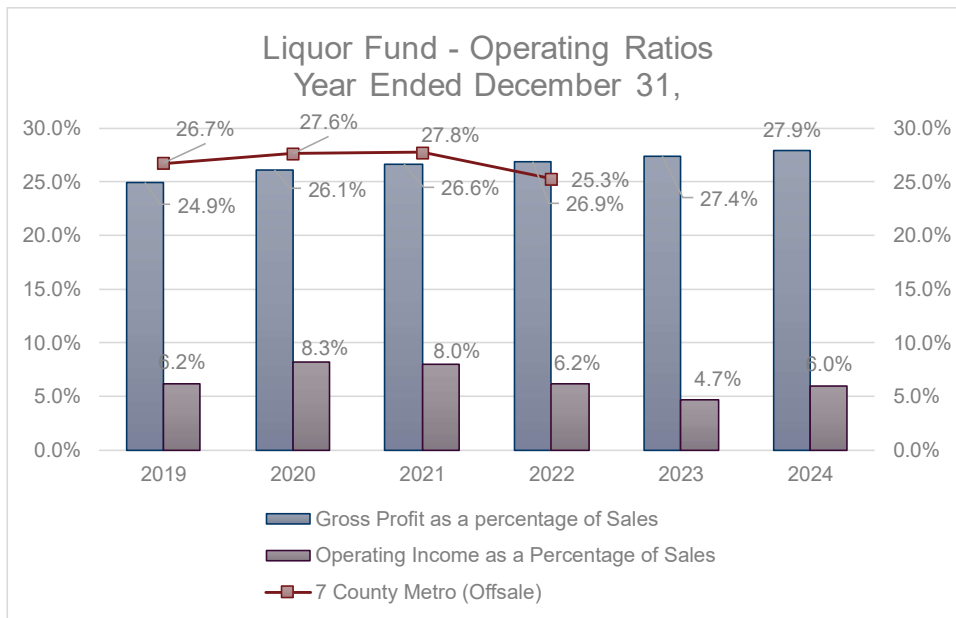
LIQUOR FUND

The following graphs present five years of operating results for the Liquor Fund:



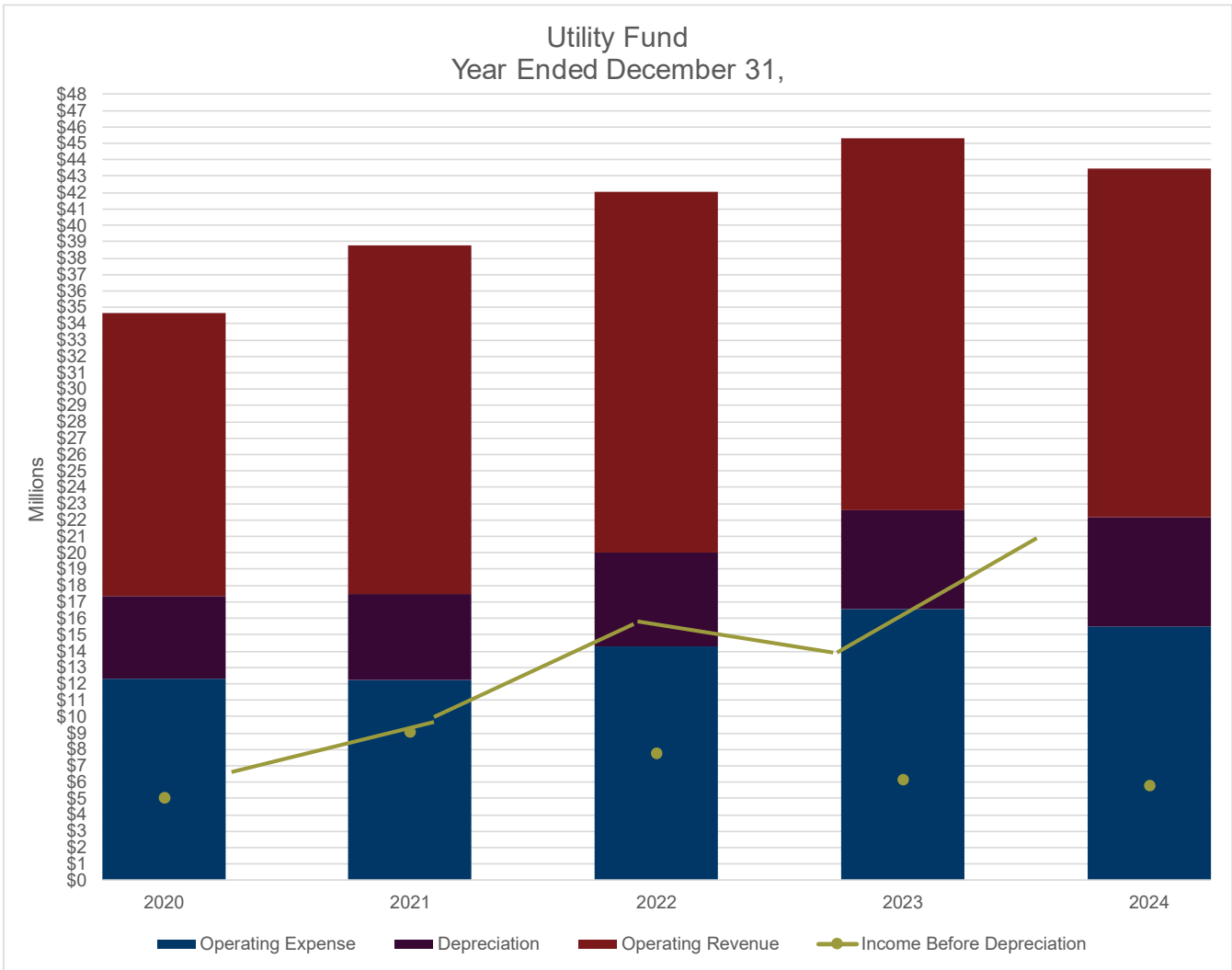
The Liquor Fund ended 2024 with a net position of \$12,984,719, an increase of \$115,167 from prior year operations. Of liquor store fund net position, \$9,744,496 represents net investment in capital assets leaving an unrestricted net position of \$3,240,223.

Gross liquor sales for 2024 were \$22,647,127 a decrease of \$45,428 (0.2 percent) from 2023. The Liquor Fund generated a gross profit of \$6,315,782 in 2024, or about 27.8 percent, of gross sales. Operating expenses for 2024 were \$4,954,945, an increase of \$200,884 (3.90 percent) from the prior year. Net operating income for 2024 was \$1,360,837, or about 6.0 percent, of gross sales. The increase in gross sales, along with the resulting improvement in the gross profit ratio shown below, was driven primarily by higher sales volumes and expansion into new product categories. The Liquor Fund also made net transfers out of \$1,339,950 to support the General Fund, for debt service, and for various capital needs.



UTILITY FUND

The following graph presents five years of comparative operating results for the City’s (water, sewer, street light, and environmental resources) Utility Fund:



The Utility Fund ended 2024 with net position of \$223,226,221, an increase of \$15,027,427 from the previous year. Of the net position balance, \$199,011,990 represents the City’s net investment in utility capital assets, leaving \$37,198,950 of unrestricted net position.

Utility Fund operating revenue was \$21,287,682 for 2024, a decrease of \$1,428,022 (6.29 percent), mainly due to customer consumption because of changes in weather patterns, rate increases, and change in in the number of customers.

Operating expenses (including depreciation and amortization of \$6,703,894) were \$22,202,242, which represents a decrease of \$391,749 (1.73 percent). The decrease was mainly due to lower stormwater maintenance costs (largely grant-funded), reduced electric costs from drought conditions in 2023, meter replacements expensed in 2023 but capitalized in 2024, and higher streetlight replacement costs in 2023.

The Utility Fund also received capital contributions of \$11,095,961 in 2024 from developers, other governmental agencies, and the City’s governmental funds.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

In addition to fund-based information, the current reporting model for governmental entities also requires the inclusion of two government-wide financial statements designed to present a clear picture of the City as a single, unified entity. These government-wide financial statements provide information on the total cost of delivering services, including capital assets and long-term liabilities.

STATEMENT OF NET POSITION

The Statement of Net Position essentially tells you what your city owns and owes at a given point in time, the last day of the fiscal year. Theoretically, net position represents the resources the City has leftover to use for providing services after its debts are settled. However, those resources are not always in spendable form, or there may be restrictions on how some of those resources can be used. Therefore, net position is divided into three components: net investment in capital assets, restricted, and unrestricted.

The following table presents the components of City's net position as of December 31, 2024 and 2023, for governmental activities and business-type activities:

	As of December 31,		Increase (Decrease)
	2024	2023	
Net Position			
Governmental Activities			
Net Investment in capital assets	\$ 259,538,899	\$ 240,978,608	\$ 18,560,291
Restricted	72,430,099	73,224,358	(794,259)
Unrestricted	18,284,630	17,814,210	470,420
Total governmental activities	\$ 350,253,628	\$ 332,017,176	\$ 18,236,452
Business-type activities			
Net Investment in capital assets	\$ 199,011,990	\$ 192,611,852	\$ 6,400,138
Unrestricted	37,450,763	32,950,342	4,500,421
Total business-type activities	236,462,753	225,562,194	10,900,559
Total net position	\$ 586,716,381	\$ 557,579,370	\$ 29,137,011

The total net position of the City increased \$29.1 million during the 2024 fiscal year. Of the increase, \$18.2 million came from governmental activities and \$10.9 million from business-type activities. One of the primary reasons for the increases in both the governmental and business-type activities was the amount of infrastructure contributed by developers and governmental activities during 2024, which totaled about \$11.1 million, and large increases in property taxes of \$4 million and capital grants of 6.2 million.

STATEMENT OF ACTIVITIES

The Statement of Activities tracks the City's yearly revenues and expenses, as well as any other transactions that increase or reduce total net position. These amounts represent the full cost of providing services. The Statement of Activities provides a more comprehensive measure than just the amount of cash that changed hands, as reflected in the fund-based financial statements. This statement includes the cost of supplies used, depreciation of long-lived capital assets, and other accrual-based expenses.

The following table presents the change in the net position of the City for the years ended December 31, 2024 and 2023:

	2024			2023
	Expenses	Program Revenues	Net Change	Net Change
Net (expense) revenue				
Governmental activities				
General government	\$ 9,524,931	\$ 8,008,922	\$ (1,516,009)	\$ (2,930,389)
Public safety	21,818,556	2,643,057	(19,175,499)	(14,648,058)
Public works	27,274,347	24,826,969	(2,447,378)	(1,914,533)
Parks and recreation	11,644,154	5,210,779	(6,433,375)	(6,427,863)
Interest on long-term debt	3,535,602	-	(3,535,602)	(2,903,304)
Business-type activities				
Liquor	21,357,518	22,686,009	1,328,491	966,524
Utility	22,236,710	31,333,144	9,096,434	6,628,980
Total net (expense) revenue	<u>\$ 117,391,818</u>	<u>\$ 94,708,880</u>	<u>(22,682,938)</u>	<u>(21,228,643)</u>
General Revenues				
Property taxes and tax increments			44,289,880	40,247,761
Franchise Taxes			531,252	
Investment earnings			6,998,817	7,156,913
Total general revenues			<u>51,819,949</u>	<u>47,404,674</u>
Change in net position			<u>29,137,011</u>	<u>26,176,031</u>
Net position , as restated			553,227,211	527,051,180
Restatement			4,352,159	-
Net position - ending			<u>\$ 586,716,381</u>	<u>\$ 553,227,211</u>

One of the goals of this statement is to provide a side-by-side comparison to illustrate the difference in the way the City's governmental and business-type operations are financed. The table clearly illustrates the dependence of the City's governmental operations on general revenues such as property taxes and unrestricted grants, while its business-type activities are financed predominately through program revenues.

LEGISLATIVE UPDATES

With the 2025 legislative session done and with one party in control of the House, Senate, and the Governor's office, there was a lot of movement in St. Paul and several significant things were completed this year. The following is a summary of recent legislation affecting Minnesota cities in 2024/2025 and into the future:

Bonding – The Legislature approved \$700 million in general obligation bonds. This includes \$176 million allocated for water and sewer infrastructure through the Public Facilities Authority, \$78 million for local roads and bridges, wetland replacement, and major bridges, and \$26 million for public housing rehabilitation. Additionally, \$15 million was designated for metro area inflow and infiltration work required by the Metropolitan Council, \$9 million for projects on the state flood hazard mitigation list, and \$6 million for infrastructure to mitigate drinking water contamination. Economic development infrastructure grant programs received \$3 million, and \$1 million was allocated for tree planting grants through the Metropolitan Council.

Cannabis – Cities with a municipal cannabis retailer license are not allowed to also hold a lower-potency edible hemp retailer license. Previously no entity could hold more than one license. The law was clarified to say that cities may issue a retail registration to a cannabis business that has preliminary license approval

Taxes – Due to budget targets requiring spending reductions or increased revenue, it was a challenging year for new expenditures. Although there were discussions about cutting local government aid (LGA), the appropriation remained intact. Proposals to exempt local government construction material purchases from sales tax were not included in the final bill. The cannabis gross receipts tax rate increased from 10% to 15%, and local government cannabis aid was eliminated. The House and Senate proposed different local sales tax policies, but no new general policy language was adopted. The local sales tax moratorium ended on May 31, 2025.

Emergency Medical Services – A total of \$27.5 million was appropriated for the 2026–2027 biennium to support EMS programs. This funding will support training and education for ambulance staff, a rural uncompensated care pool payment program, an ambulance service training and staffing grant program, and an ambulance operating deficit grant program. These funds will be managed by the Minnesota Office of Emergency Medical Services.

Employment – The maximum premium rate for Minnesota Paid Leave was reduced to 1.1% of taxable wages. Modifications to Earned Sick and Safe Time (ESST) now allow employers to require reasonable notice and documentation for absences of two or more consecutive days, permit employees to find replacement workers, and allow employers to prorate frontloaded ESST hours. Mandatory break policies now require a 15-minute rest break for every four hours worked and a 30-minute meal break for every six hours worked. The notice of termination statute was also updated to define “fraud,” “misuse,” and “personal gain.”

ACCOUNTING AND AUDITING UPDATES

GASB Statement No. 102 “Certain Risk Disclosures” – the primary objective of this Statement is to provide users of government financial statements with essential information about risks related to a government’s vulnerabilities due to certain concentrations or constraints. This Statement defines a *concentration* as a lack of diversity related to an aspect of a significant inflow of resources or outflow of resources. A *constraint* is a limitation imposed on a government by an external party or by formal action of the government’s highest level of decision-making authority. Concentrations and constraints may limit a government’s ability to acquire resources or control spending. This Statement is effective for periods beginning after June 15, 2024.

GASB Statement No. 103 “Financial Reporting Model Improvements” – the primary objective of this Statements is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government’s accountability. Areas impacted include the MD&A, Proprietary fund Statement of Revenues, Expenses, and Changes in Fund net Position, and Budgetary Comparison Information. This Statement is effective for fiscal periods beginning after June 15, 2025.

GASB Statement No. 104 “Disclosure of Certain Capital Assets” – the primary objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government’s accountability. This Statement will clarify how capital assets are disclosed for capital assets help for sale and related pledged debt, leased assets, subscription assets, right to use PPP assets and other intangible assets. This Statement is effective for fiscal periods beginning after June 15, 2025.



Honorable Mayor and the City Council
City of Lakeville
Lakeville, Minnesota

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Lakeville as of and for the year ended December 31, 2024, and have issued our report thereon dated September 30, 2025. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit in our engagement letter dated October 25, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Lakeville are described in Note 1 to the financial statements.

As described in Note 22, the City changed accounting policies related to the treatment of group asset purchases. This change was prompted by the amendment of Question 7.9.8 in GASB Implementation Guide 2015-1, replaced by Question 5.1 in Implementation Guide 2021-1. The change is applied retroactively in accordance with GASB Statement No. 100, which resulted in a restatement to beginning balances as of the beginning of the year.

As described in Note 1, the City changed accounting policies related to compensated absences by adopting Statement of Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*, in 2024. Accordingly, there is no cumulative effect of the accounting change as of the beginning of the year.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of the other postemployment benefits liability and the related deferred inflows and outflows of resources are based on actuarial calculations. We evaluated the methods, assumptions, and data used to develop the other postemployment benefits liability and the related deferred inflows and outflows of resources in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the Lakeville Firefighter Relief Association's net pension asset and the related deferred inflows and outflows of resources are based on actuarial calculations. We evaluated the methods, assumptions, and data used to develop the net pension asset and the related deferred inflows and outflows of resources in determining that it is reasonable in relation to the financial statements taken as a whole.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Significant unusual transactions

We identified no significant unusual transactions.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The following summarizes uncorrected misstatements of the financial statements:

- The liquor fund and business-type activities, inventory and net position is overstated based on the projected error for differences in inventory observation counts by \$51,446.

Corrected misstatements

None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Circumstances that affect the form and content of the auditors' report

During 2024, the City changed accounting policies related to the treatment of group asset purchases. This change was prompted by the amendment of Question 7.9.8 in GASB Implementation Guide 2015-1, replaced by Question 5.1 in Implementation Guide 2021-1. The change is applied retroactively in accordance with GASB Statement No. 100, which resulted in a restatement to beginning balances in the amount of \$4,352,159 with a corresponding increase in Utility Fund capital assets.

Management representations

We have requested certain representations from management that are included in the management representation letter dated September 30, 2025.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Required supplementary information

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

Supplementary information in relation to the financial statements as a whole

With respect to the combining and individual fund financials (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated September 30, 2025.

Other information included in annual reports

Other information (financial or nonfinancial information other than the financial statements and our auditors' report thereon) is being included in your annual report and is comprised of the introductory and statistical sections. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information included in your annual report and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report. Our auditors' report on the financial statements includes a separate section, "Other Information," which states we do not express an opinion or any form of assurance on the other information included in the annual report. We did not identify any material inconsistencies between the other information and the audited financial statements.

* * *

This communication is intended solely for the information and use of the honorable mayor, members of the city council, and management of City of Lakeville and is not intended to be, and should not be, used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Minneapolis, Minnesota
September 30, 2025



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable Mayor and the City Council
City of Lakeville
Lakeville, Minnesota

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Lakeville, as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City of Lakeville's basic financial statements, and have issued our report thereon dated September 30, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Lakeville's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Lakeville's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Lakeville's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

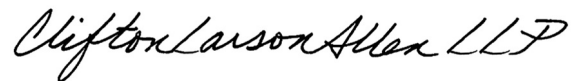
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Lakeville's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Minneapolis, Minnesota
September 30, 2025



INDEPENDENT AUDITORS' REPORT ON MINNESOTA LEGAL COMPLIANCE

Members of the City Council
City of Lakeville
Lakeville, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lakeville as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated September 30, 2025.

In connection with our audit, nothing came to our attention that caused us to believe that the City of Lakeville failed to comply with the provisions of the contracting – bid laws, depositories of public funds and public investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and tax increment financing sections of the *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the State Auditor pursuant to Minn. Stat. § 6.65, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above referenced provisions, insofar as they relate to accounting matters.

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Minneapolis, Minnesota
September 30, 2025



Date: 10/6/2025

Public Hearing on the application for LFT Club Operations Company, Inc. dba "Life Time" for an On-Sale Intoxicating Liquor License

Proposed Action

Staff recommends adoption of the following motion: Move to grant an On-Sale Intoxicating Liquor License for LFT Club Operations Company, Inc. at 18425 Dodd Boulevard.

Overview

Life Time, located at 18425 Dodd Boulevard, has applied for an On-Sale Intoxicating Liquor License to serve alcoholic beverages at their Outdoor Bistro and on their pool deck. The club currently holds a beer & wine license but is looking to upgrade to a full liquor license.

The Police Department conducted a background investigation on the corporate offices and found no reason to deny the license requested.

Supporting Information

None

Financial Impact: Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: <i>Ann Orlofsky</i>, City Clerk
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Date: 10/6/2025

Public Hearing for the Proposed 2026-2030 Capital Improvement Plan and Street Reconstruction Plan and the Intent to Issue General Obligation Street Reconstruction Bonds and General Obligation Capital Improvement Bonds

Proposed Action

Staff recommends adoption of the following motions:

1. Move to approve the Resolution Adopting the 5-Year Capital Improvement Plan (2026-2030) and Approving the Issuance of General Obligation Capital Improvement Bonds;
2. Move to approve the Resolution Adopting the 5-Year Street Reconstruction Plan (2026-2030) and Approving the Issuance of General Obligation Street Reconstruction Bonds;
3. Move to approve the Resolution Declaring the Official Intent of the City of Lakeville to Reimburse Certain Expenditures from the Proceeds of Bonds to be Issued by the City.

Overview

Conduct a public hearing for the proposed 2026-2030 Capital Improvement Plan (CIP) and Street Reconstruction Plan and the intent to issue general obligation street reconstruction bonds and general obligation capital improvement bonds.

Approval of these motions will result in adoption of the 2026-2030 CIP and Street Reconstruction Plan and provide the City the flexibility to issue bonds for the projects listed in the resolution. Approval of the Street Reconstruction Plan requires a 2/3 vote of the council members present.

The Capital Improvement Plan (CIP) for 2026-2030 provides the financial framework for our community's infrastructure improvements for the next five years. The CIP was discussed at the August 25, 2025 work session. Changes have been made to the CIP document since August 25 following collaboration with the County and additional staff reviews. The changes include the following:

- 1) Addition of project 27-11 (CSAH 9 and Glacier Way Traffic Signal), which is planned for 2027 construction.
- 2) Delay project 24-05 (Future CSAH 9 and Bridge at North Creek) from 2030 to 2031. Updated costs to match latest County CIP.
- 3) Removed County advance funding on project 26-04 (CSAH 9 Extension) because County denied City's advance funding request.
- 4) Addition of storm sewer and sanitary sewer costs on CP22-16, CP26-09 and CP25-11.
- 5) Additional equipment costs for Police and Fire in 2026, and Liquor in 2027.
- 6) Removal of Heritage Liquor store door replacement project.

- 7) Advance construction of project 28-05 (CSAH 60 and Orchard Trail Traffic Signal) from 2028 to 2027. Now County-led, so only the City's cost share is included in CIP.
- 8) Delay project 25-05 (Holyoke/Highview Ave Reconstruction) by two years (now planned for 2029 construction).
- 9) Trail Improvement Fund and Park Improvement Fund were combined into one Park and Trail Improvement Fund, with funding sources updated accordingly.
- 10) Move project 31-05 (CSAH 50 and Iberia Ave Traffic Safety Management) construction from 2029 to 2031.
- 11) Minor changes in timing and costs for the following joint City/County projects to match the latest County CIP:
 - a. 27-05 CSAH 5 and Kenyon Ave Traffic Signal
 - b. 29-07 (formerly 27-07) CSAH 23 Alignment Study (Griffon Tr- 135th St)
 - c. 27-08 CSAH 70 Intersection Improvements W. of Keokuk Ave
 - d. 28-06 CSAH 46 and Foliage Ave Traffic Signal replacement
 - e. 28-07 CSAH 46 and Galaxie Ave Traffic Signal replacement
 - f. 29-04 CSAH 9 Improvements at 194th St and 190th St
 - g. 30-05 CSAH 46 at Lac Lavon/Interlachen Traffic Signal
 - h. 31-09 (formerly 30-06) CSAH 60 and Judicial Road Traffic Signal

The Planning Commission reviewed the CIP at their September 18, 2025 meeting. A motion was passed recommending adoption of the CIP by the City Council and finding that the capital improvements identified in the 2026-2030 CIP were consistent with the Comprehensive Plan. A copy of the Planning Commission meeting minutes is attached to this report.

The Internal Revenue Service has issued Treasury Reg. 1.150-2 which provides that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met. To meet these requirements, the City should annually declare its intent to bond for certain projects. The resolution includes projects that may use bonds as a funding source. An estimate for bonding for water facility and infrastructure improvements and equipment acquisition is included in the resolution. Approval of the declaration of intent to bond resolution does not approve the sale of bonds or the projects. This declaration does not obligate the City to issue bonds for the projects either.

As staff proceeds with the 2026 projects, the actual numbers may vary from what was included in the CIP document. The CIP document reflects the best estimate of the project costs at the time of preparation. In addition, some changes in scope may occur. For purposes of transparency, these changes will be communicated with the City Council prior to feasibility reports being accepted and contracts awarded.

Supporting Information

1. Resolution CIP Attachment 1-Capital Improvement Plan 2026-2030
2. Resolution CIP Attachment 2-Street Reconstruction Plan 2026-2030
3. Resolution CIP Attachment 3-Declaration of Intent to Bond

4. Capital Improvement Plan 2026-2030
5. CIP- Draft Planning Commission meeting minutes

Financial Impact: \$ 325 million Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Julie Stahl, Finance Director
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CITY OF LAKEVILLE

RESOLUTION NO. ____

**Resolution Adopting the 5-Year Capital Improvement Plan (2026-2030) and
Approving the Issuance of General Obligation Capital Improvement Bonds**

WHEREAS, The purpose of the Capital Improvement Plan (CIP) is to protect the infrastructure and capital assets of the City of Lakeville by establishing a replacement plan for existing infrastructure and capital assets and by identifying those improvements necessary to accommodate the growth of the community; and

WHEREAS, The CIP is a flexible planning document that attempts to balance the financial resources of the City with its needs; and

WHEREAS, The CIP covers a five-year period of 2026-2030; sets forth the estimated schedule, timing, and details of specific capital improvements by year, together with the estimated costs, the need for the improvements, and sources of revenue to pay for the improvements; and

WHEREAS, On September 18, 2025, the Lakeville Planning Commission reviewed the CIP and passed a motion recommending adoption of the CIP by the City Council and finding that the capital improvements identified in the 2026-2030 CIP were consistent with the Comprehensive Plan; and

WHEREAS, During the course of the preparation and review of the Capital Improvement Plan, the Council has considered, for each capital improvement: the condition of the City's existing infrastructure, including the projected need for repair or replacement; the likely demand for the improvements; the estimated cost of the improvements; the available public resources; the relative benefits and costs of alternative uses of the funds; operating costs of the proposed improvements; and

WHEREAS, On October 6, 2025, the Lakeville City Council conducted a Public Hearing on the 2026-2030 CIP and offered opportunity for public testimony on the capital spending priorities of the City Council.

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

1. The recitals set forth above are incorporated herein.
2. The 2026-2030 Capital Improvement Plan is hereby adopted.
3. AUTHORIZATION OF BONDS. The City hereby gives preliminary approval to the issuance of bonds in the approximate principal amount of \$108.92 million, the proceeds of which will be used, together with additional funds of the City to finance costs of various Capital Improvement Plan Projects and to pay costs of issuance of the Bonds. The City staff is hereby authorized, in consultation with the City's financial advisor and legal counsel, to take all necessary action to call for the sale of the Bonds and to present proposals to this Council for approval at a subsequent meeting.
4. VOTER REFERENDUM CONTINGENCY. Pursuant to State Statute 475.521, if a petition requesting a vote on the question of issuing the Capital Improvement Bonds,

signed by voters equal to five percent of the votes cast in the last municipal general election, is filed within thirty days of the public hearing, the City may issue the Capital Improvement Bonds only after obtaining the approval of a majority of the voters voting on the question of the issuance of the Capital Improvement Bonds. The authorizations and approvals contained herein are subject to and contingent upon not receiving such a petition, or, in the event such a petition is filed, the approving vote of a majority of the voters voting on the question of the issuance of the Capital Improvement Bonds.

ADOPTED by the Lakeville City Council this 6th day of October 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

VOTE	Hellier	Bermel	Lee	Volk	Wolter
Aye	☐	☐	☐	☐	☐
Nay	☐	☐	☐	☐	☐
Abstain	☐	☐	☐	☐	☐
Absent	☐	☐	☐	☐	☐

CITY OF LAKEVILLE

RESOLUTION NO. ____

Resolution Adopting a 5-Year Street Reconstruction Plan (2026-2030) and Approving the Issuance of General Obligation Street Reconstruction Bonds

WHEREAS, pursuant to Minnesota Statutes, Section 475.58, subd. 3b (the "Street Reconstruction Act"), the City has prepared a 2026-2030 street reconstruction plan dated October 6, 2025 (the "Street Reconstruction Plan") which sets forth various street reconstruction plan projects to be undertaken in the City within the next five years (the "Street Reconstruction Plan Projects"). The Street Reconstruction Plan recommends the issuance of general obligation street reconstruction bonds under the Street Reconstruction Act in the approximate principal amount of \$29.463 million (the "Street Reconstruction Bonds") to finance a portion of the costs of the Street Reconstruction Plan Projects; and

WHEREAS, pursuant to the Street Reconstruction Act, the City is authorized to issue and sell obligations for street reconstruction under the circumstances and within the limitations set forth in the Street Reconstruction Act. The Street Reconstruction Act provides that a street reconstruction plan may be financed with bonds issued by the City, following a public hearing and the adoption of such plan, and other proceedings conducted in accordance with the requirements of the Street Reconstruction Act; and

WHEREAS, on October 6, 2025 the City Council held a public hearing on the adoption of the Street Reconstruction Plan and the issuance of the Bonds after publication of the notice of public hearing for the Street Reconstruction Plan not less than 10 days nor more than 28 days prior to the date thereof in the City's official newspaper; and

WHEREAS, all parties who appeared at the hearing were given an opportunity to express their views with respect to the proposal to adopt the Street Reconstruction Plan and to undertake and finance a portion of the Street Reconstruction Plan Projects with Street Reconstruction Bonds and any written comments submitted prior to the hearing were considered.

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

1. CITY POLICIES AND GOALS. The financing of the Street Reconstruction Plan Projects and the issuance of the Street Reconstruction Bonds will further the policies and goals of the City as set forth in the Street Reconstruction Plan.

2. ADOPTION OF STREET RECONSTRUCTION PLAN. Based on information received at the public hearing, such written comments (if any) and such other facts and circumstances as the City Council deems relevant, it is hereby found, determined and declared that:

- (a) the Street Reconstruction Plan Projects proposed in the Street Reconstruction Plan will allow the City to construct and finance various street reconstruction projects;

- (b) the Street Reconstruction Plan is hereby approved and adopted in the forms presently on file with the City.

3. AUTHORIZATION OF BONDS. The City hereby gives preliminary approval to the issuance of the Bonds, the proceeds of which will be used, together with additional funds of the City to finance costs of various Street Reconstruction Plan Projects and to pay costs of issuance of the Bonds. The City staff is hereby authorized, in consultation with the City's financial advisor and legal counsel, to take all necessary action to call for the sale of the Bonds and to present proposals to this Council for approval at a subsequent meeting.

4. VOTER REFERENDUM CONTINGENCY. Pursuant to the Street Reconstruction Act, if a petition requesting a vote on the question of issuing the Street Reconstruction Bonds, signed by voters equal to five percent of the votes cast in the last municipal general election, is filed within thirty days of the public hearing, the City may issue the Street Reconstruction Bonds only after obtaining the approval of a majority of the voters voting on the question of the issuance of the Street Reconstruction Bonds. The authorizations and approvals contained herein are subject to and contingent upon not receiving such a petition, or, in the event such a petition is filed, the approving vote of a majority of the voters voting on the question of the issuance of the Street Reconstruction Bonds.

ADOPTED by the Lakeville City Council this 6th day of October 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

VOTE	Hellier	Bermel	Lee	Volk	Wolter
Aye	☐	☐	☐	☐	☐
Nay	☐	☐	☐	☐	☐
Abstain	☐	☐	☐	☐	☐
Absent	☐	☐	☐	☐	☐

CITY OF LAKEVILLE

RESOLUTION NO. ____

Resolution Declaring the Official Intent of the City of Lakeville to Reimburse Certain Expenditures from Bond Proceeds

WHEREAS, the Internal Revenue Service has issued Treasury Reg. 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and later reimbursed from the proceeds of tax-exempt bonds; and

WHEREAS, the City has determined to make this declaration of official intent (“Declaration”) to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement regulations; and

WHEREAS, the total estimated general obligation bonds for 2026 is \$36.31 Million.

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

1. The recitals set forth above are incorporated herein.
2. The City proposes to undertake the projects (the “Projects”) in the table below, and the City reasonably expects to reimburse the expenditures made for certain costs of the Projects from the proceeds of bonds in an estimated maximum principal amount of the following:

<u>Project Description</u>	<u>Total estimated bonds in 2026</u>
26-02: 2026 Street Reconstruction	\$ 3,580,000
26-03: Collector Roadway Rehabilitation	485,576
25-11 New Fire Station Construction	25,000,000
26-09: 215th St Publicimprovements	5,240,000
Land acquisition for fire station expansion	2,000,000
TOTAL	\$ 36,305,576

The projects listed above include only the projects where some bond funding is anticipated in 2026. The amount in the ‘Total estimated bonds in the 2026 column is the anticipated reimbursement amount from 2026 bonds. The total project cost may be higher and may include both project costs funded from sources other than bonds, and/or costs funded by bonds in a year earlier or later than the year shown above.

The City may declare other separate statements of reimbursement intent in connection with specific public improvements projects as they are initiated under Minnesota Statutes, Chapters 429 and 444, or for other capital projects, with the understanding that such additional

declarations of reimbursement intent will supplement this resolution. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

3. This Declaration has been made no later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds, except for the following expenditures: a) costs of issuance of bonds; b) costs in an amount not in excess of the lesser of \$100,000 or five percent of the proceeds of an issue; or c) “preliminary expenditures” up to an amount not in excess of 20 percent of the aggregate issue price of the issue or issues that are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.
4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as the date hereof. The anticipated original expenditures for the Projects and the principal amount of the bonds described in paragraph 3 are consistent with the City’s budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City’s budget or financial policies to pay such Project expenditures.
5. This Declaration is intended to constitute a declaration of the official intent for the purposes of the Reimbursement Regulations.

APPROVED this 6th day of October 2025

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

VOTE	Hellier	Bermel	Lee	Volk	Wolter
Aye	☐	☐	☐	☐	☐
Nay	☐	☐	☐	☐	☐
Abstain	☐	☐	☐	☐	☐
Absent	☐	☐	☐	☐	☐



Capital Improvement Plan

2026-2030

City of Lakeville





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2026-2030 Capital Improvement Plan

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Introduction

The Capital Improvement Plan provides a long-range framework to meet the infrastructure needs and development objectives of our community. It provides policy makers and the community with a strategic (documented) approach to implementation and administration of improvement projects and equipment acquisitions.

The Plan identifies the allocation of the City's financial resources and maximizes the use of non-tax revenues to finance the improvements. Municipal State Aid Street Funds (MSA), connection charges, special assessments and other revenue sources are vital elements to financing City improvements. The use of these revenue sources reduces the reliance on property taxes to finance these improvements.

The City should pursue the financing strategy as presented, but future events may require changes in both costs and revenues. The Capital Improvement Plan represents a significant financial, engineering and development undertaking for the City in the years ahead. The Capital Improvement Plan is consistent with the City's Comprehensive Plan and takes into consideration projects identified in the Dakota County Capital Improvement Plan.

Categories

Transportation includes all roads, streets, street lights, bridges and traffic signals within the City with the exception of Interstate I-35 and routine maintenance of County roads. Major funding sources include Municipal State Aid Street funds, special assessments and property taxes.

Utility infrastructure includes the construction and major maintenance of all water systems such as wells, towers and the water treatment facility. Utilities also include sanitary sewer and storm sewer systems. The primary source of financing for developing new systems is connection charges when property develops or with the issuance of a building permit. Maintenance projects are financed with user fees. The Water Treatment Plant project in 2027 is planned to include a combination of bond funding (principal and interest payments to be repaid with user fees), and fund balance/net assets in the Water Trunk Fund and Water Operating Fund, respectively.

Environmental Resources system includes lakes, wetlands, streams, prairies and woodlands. Maintenance project are financed with user fees.

Parks system includes regional, community and neighborhood parks as well as trails and recreation facilities such as the Arts Center and Heritage Center. Major resources include park dedication fees collected when property develops, and grants. Maintenance projects are financed with property taxes and other revenue sources. A parks bond referendum was approved in the fall of 2021 and related projects are being constructed between 2022-2026.

Facilities include the city hall, police station, fire stations, central maintenance facility and other municipal buildings including the FiRST Center. Primary revenue sources include, but not limited to, property taxes, General Fund, Water Fund, and planned bond proceeds in several years (for the FiRST Center, Fire station renovations, CMF expansion, and Water Treatment plant expansion). Bonds on the CMF expansion are planned to be repaid by property tax levies, and bonds for fire station construction/renovation are planned to be repaid by franchise fees.

Equipment includes all major equipment acquisitions and replacement. Primary revenue sources include, but not limited to, Liquor Fund contributions, General Fund, Utility Funds, sale of assets and property taxes.

Technology includes all major technology-related equipment acquisitions and replacement. Primary revenue sources include, but not limited to, Liquor Fund, General Fund, Utility Funds, and property taxes.

Program Summary

The majority of capital investments are in Facilities and Transportation for the next five years.

- The total budgeted capital expenditures by category are shown on the **Cost Type Summary** report.
- The projects are financed from diverse revenues sources, as shown on the **Funding Source Summary**.
- The **Sources and Uses of Funds Details** report includes the estimated revenues and expenditures for tax-levy funded Capital Project Funds for the next 10 years.
- **Project Details** are shown on subsequent pages.

Debt Analysis and Tax Impact

In reviewing the 2026-2030 Capital Improvement Plan, the City Council should consider the level of debt, the commitment of funds to repay that debt, as well as the annual tax impact associated with the scheduled projects.

As of 12/31/2025, the City of Lakeville will have \$163,395,000 in debt. The following chart reflects the type of debt that comprises the \$163.4M.

Bond Type	Amount	Purpose
GO Capital Improvement	\$ 66,155,000	Various capital projects (Central Maintenance Facility, Police Station)
GO Street Reconstruction	11,805,000	Street reconstruction projects
GO Improvement	55,505,000	Various capital improvement projects; Includes special assessment-supported debt.
GO State-aid Street Revenue	3,045,000	Various street improvement projects
GO Water Revenue	4,635,000	Holyoke Water Tower, Water Treatment Facility Improvements, Wells 21 and 22
HRA Lease Revenue-Liquor	550,000	Construction of liquor store (2007)
Tax Abatement	15,245,000	Arenas projects 2021-2022, Keokuk Liquor Store construction
Water revenue	6,405,000	Watermain replacement (in conjunction with street reconstruction projects)
Sewer revenue	-	Lift station #6 replacement
Street light revenue	50,000	Holyoke Ave Street Lights
Total remaining principal:		163,395,000

The 2026-2030 CIP includes projects that are funded by bond proceeds. Bonds are issued for the project costs that the City is funding through tax levies as well as the costs that are specially assessed to property owners. The City anticipates \$154,163,000 in bonding for projects in the CIP plan for 2026-2030, including the following-

- \$29,463,000 for street reconstruction/collector road rehabilitation projects in 2026-2030
- \$5,240,000 for public utility improvements in 2026
- \$17,960,000 for the CMF facility expansion in 2027
- \$40,000,000 for the bonded portion of a Water Treatment Facility satellite facility in 2027
- \$61,500,000 in 2026-2028 for fire station construction/remodel projects.

The anticipated bonding amount for 2026 is \$36,305,576, which assumes no bonding is needed in 2026 for planned equipment expenditures. The current CIP projections assume no bond funding will be needed for the Municipal State Aid (MSA) projects, which will be dependent on project costs and timing, as well as the ability of Dakota County to provide advance funding on certain MSA projects.

Major projects scheduled for 2026, which are planned to be funded with bonds are listed below (note that these amounts also include any bonds which will be repaid by special assessments):

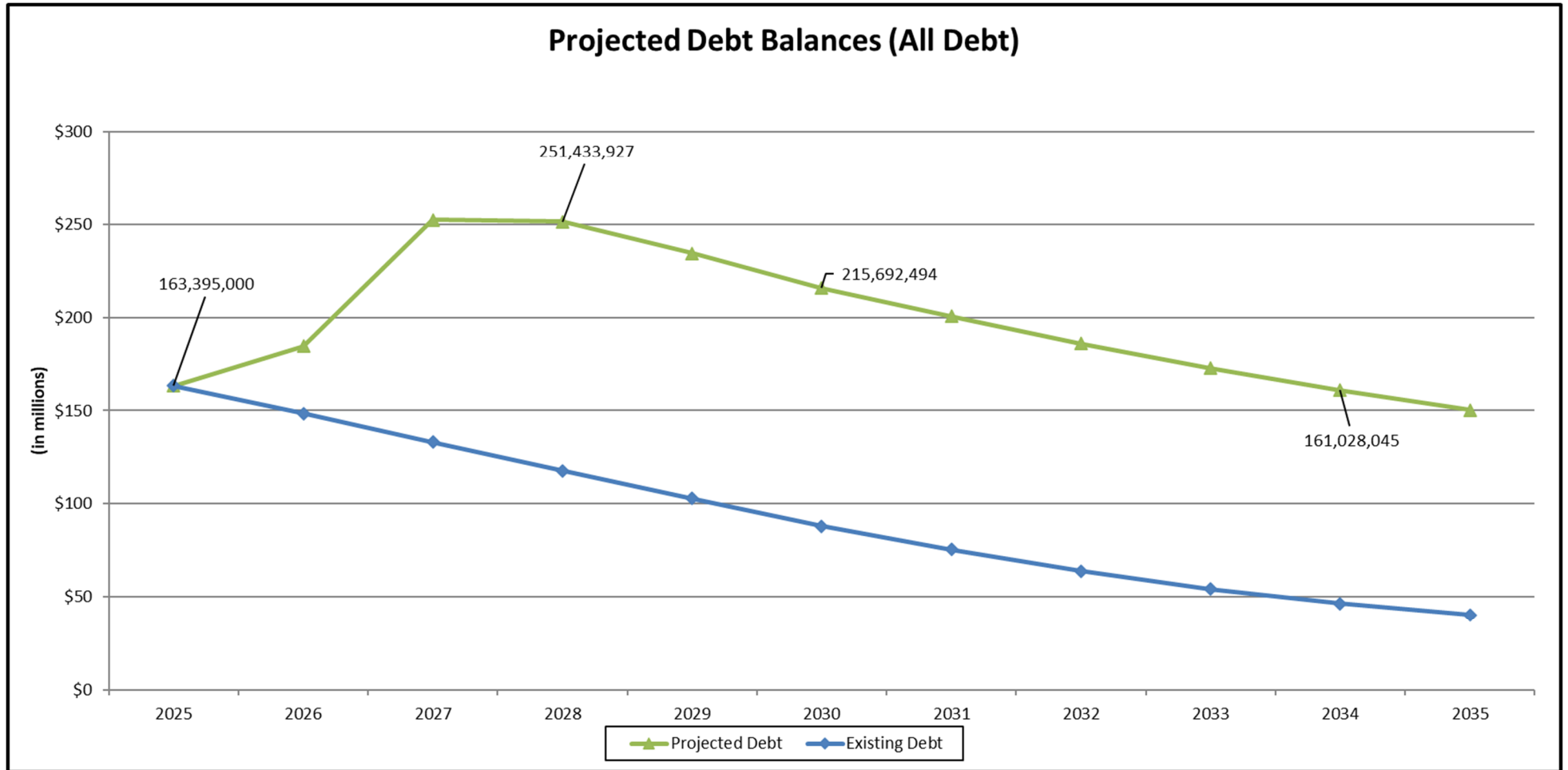
<u>Project Description</u>	<u>Total estimated bonds in 2026</u>
26-02: 2026 Street Reconstruction	\$ 3,580,000
26-03: Collector Roadway Rehabilitation	485,576
25-11 New Fire Station Construction	25,000,000
26-09: 215th St Public improvements	5,240,000
Land acquisition for fire station expansion	2,000,000
TOTAL	\$ 36,305,576

Major projects which involve a property tax levy component in 2026 are listed below:

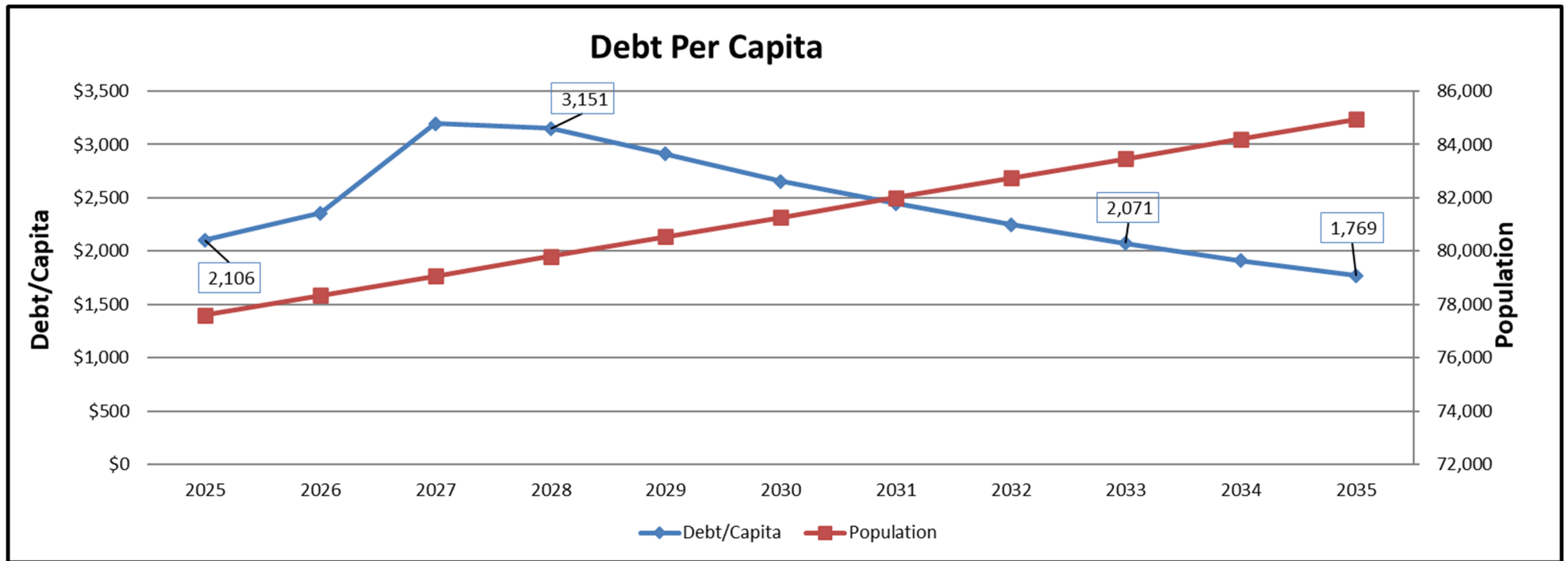
<u>Project Description</u>	<u>Tax Levy</u>
Pavement maintenance project 26-01 (Pavement Management Fund)	\$ 2,150,000
Park & Trail improvements (Park & Trail Improvement Fund)	1,550,000
Equipment purchases (Equipment Fund)	400,000
Facilities maintenance/improvements (Building Fund)	1,000,000
Technology needs (Technology Fund)	250,000
TOTAL	\$ 5,350,000

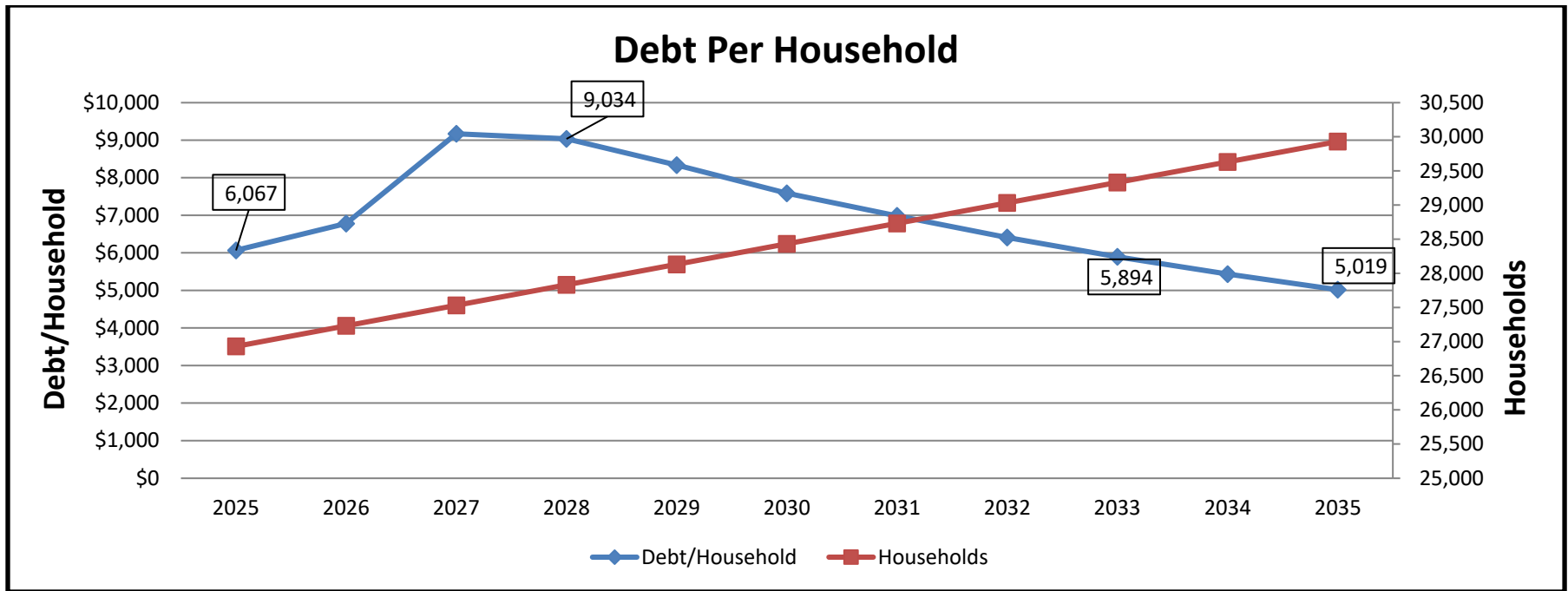
Project costs in the CIP may be higher or lower than the tax levy amounts above, due to additional funding sources beyond tax levy, such as fund balance, or other sources (as reflected in the CIP). There are sometimes transfers from General Fund balance reserve into Capital Project Funds to reduce the impact on the tax levy, and such transfers are not reflected in the table above.

The following chart reflects the cumulative effect of new debt issued as indicated in the CIP and the retirement of existing debt. The top line is the resulting debt balance at the end of each year.



The following charts reflect the cumulative effect of new debt issued as indicated in the proposed CIP and the retirement of existing debt on a per capita basis, and on a per household basis, respectively.





The impact of the 2026-2030 CIP and other anticipated bond payment adjustments on the debt service property tax levy are reflected in the following table:

Projected Change in Debt Levy						
	2026	2027	2028	2029	2030	Total 2026-2030
		12,897,737	12,312,400	11,342,037	9,907,379	58,605,343
Change from:						
Existing Debt	-	751,948	(585,337)	(970,363)	(1,434,658)	(2,238,410)
One-time Adjustments	-	-	-	-	-	-
New CIP:						
Street projects	-	527,000	1,442,000	2,197,000	2,972,000	7,138,000
Equipment	-	-	-	-	-	-
Facilities	-	-	1,441,157	1,441,157	1,441,157	4,323,471
Parks	-	-	-	-	-	-
Change from New CIP:	-	527,000	2,883,157	3,638,157	4,413,157	11,461,471
Total Change	-	1,278,948	2,297,820	2,667,794	2,978,499	9,223,061
Revised Debt Levy	12,145,789	13,424,737	15,195,557	14,980,194	14,320,536	67,828,404
% Change in Debt Levy		11%	13%	-1%	-4%	

Each year, certain bond issues mature and the corresponding debt service payments are eliminated. As noted in the CIP, the City initiated a Pavement Management Program starting in 2009, which increased the scope of the annual street reconstruction projects, which in turn has increased the amount of debt related to such street reconstruction projects. The amount of debt service dropping off each year as payments are made is less than the amount that we are adding for new CIP projects. This results in an increase in the debt service property tax levy.

The proposed CIP projects will impact the debt service beginning in 2027. The anticipated bond payments on debt issued in conjunction with these new projects will result in an increased debt service levy of approximately \$527,000 for 2027, \$2,883,000 for 2028, \$3,638,000 for 2029, and \$4,413,000 for 2030.

The \$154.2M of bonding for projects in the 2026-2030 CIP will require significant bond payments beginning in 2027 from the following sources: tax levy, special assessments, franchise fee revenues, and Water Trunk Fund and Water Operating Fund. The estimated annual payments by source are shown in the table and chart below.

Funding of New Debt from CIP (Cumulative Payments by Year)

	2027	2028	2029	2030	2031
Tax Levy	527,000	2,883,157	3,638,157	4,413,157	5,037,157
Special Assessments	678,604	721,340	837,895	898,074	898,074
Franchise Fees	2,166,550	3,771,402	4,934,919	4,934,919	4,934,919
Water Funds	-	3,209,703	3,209,703	3,209,703	3,209,703
*	3,372,154	10,585,602	12,620,674	13,455,853	14,079,853

*Each year reflects a cumulative total of the funding that would be needed from each of the sources for that year (for example, the obligations shown in 2028 include the change from new CIP debt in 2026 as well as 2027).

Impact of the Capital Improvement Plan on the Operating Budget

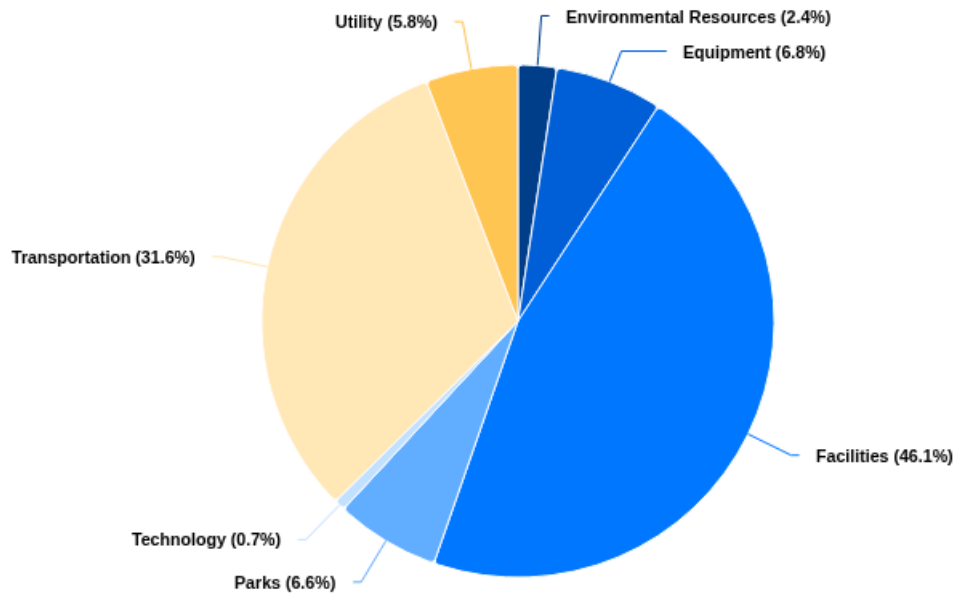
The City's Operating Budget is affected by the Capital Improvement Plan. Capital improvements typically result in ongoing expenses for routine operation, repair and maintenance upon completion or acquisition. Existing City facilities and equipment will eventually require rehabilitation, renovation or upgrades to accommodate new uses or address needed improvements. Older facilities usually involve higher maintenance and repair costs as well.

Capital improvements make a positive contribution to the economic vitality, quality of life and fiscal well-being of our community in spite of potential recurring operating costs. Capital projects such as the redevelopment of under-performing or under-used areas of the City, and the infrastructure expansion needed to support new development, help promote the economic development and growth that generates additional operating revenues. These new revenue sources provide the funding needed to maintain, improve and expand the City's infrastructure.

Additional considerations

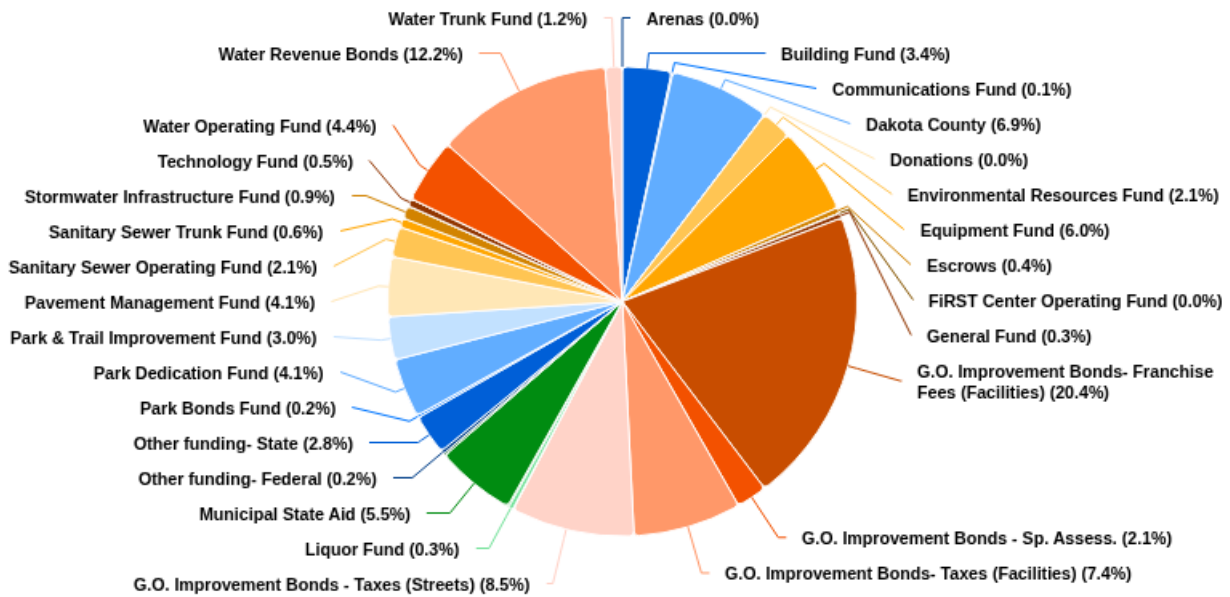
Dakota County staff continue to prepare the Dakota County's draft 2026-2030 Transportation, Transportation Sales & Use Tax, and Regional Rail Authority Capital Improvement Program. City and County staff continue to coordinate efforts to create CIPs that align with both local and regional transportation needs.

2026 through 2030
Capital Improvement Plan
 Lakeville, MN
Cost Type Summary



Cost Type	2026	2027	2028	2029	2030	Total
Environmental Resources	1,602,500	1,601,500	1,601,500	1,601,500	1,501,500	7,908,500
Equipment	3,955,358	3,702,407	5,033,350	4,515,312	4,789,749	21,996,176
Facilities	40,871,256	80,100,000	23,667,800	4,374,400	660,199	149,673,655
Parks	7,160,050	4,561,500	2,898,500	3,692,000	3,109,000	21,421,050
Technology	364,663	602,525	743,368	244,994	305,319	2,260,869
Transportation	25,431,073	23,600,104	21,742,591	19,502,988	12,242,475	102,519,231
Utility	9,732,000	1,882,000	3,535,000	2,005,000	1,725,000	18,879,000
GRAND TOTAL	89,116,900	116,050,036	59,222,109	35,936,194	24,333,242	324,658,481

2026 through 2030
Capital Improvement Plan
 Lakeville, MN
Funding Source Summary



Source	2026	2027	2028	2029	2030	Total
Arenas	3,142	3,303	1,739	1,457	2,075	11,716
Building Fund	2,581,000	540,000	3,432,800	4,194,440	289,000	11,037,240
Communications Fund	48,908	68,513	50,000	52,000	77,502	296,923
Dakota County	5,424,313	9,120,800	5,228,161	354,250	2,458,000	22,585,524
Dakota County- Advance funding of city share	-2,247,485	-438,190	431,867	-840,263		-3,094,071
Donations	60,000					60,000
Environmental Resources Fund	1,441,070	1,349,010	1,352,383	1,340,000	1,343,848	6,826,311
Equipment Fund	3,138,092	3,411,922	4,868,298	4,015,469	4,269,507	19,703,288
Escrows		362,029	196,000	657,600		1,215,629
FIRST Center Operating Fund	25,000	100,000				125,000
General Fund	209,960	250,925	151,500	209,834	265,005	1,087,224
G.O. Improvement Bonds- Franchise Fees (Facilities)	27,000,000	20,000,000	20,000,000			67,000,000
G.O. Improvement Bonds - Sp. Assess.	5,240,000	330,000	900,000	464,689		6,934,689
G.O. Improvement Bonds- Taxes (Facilities)	6,457,256	17,960,000				24,417,256
G.O. Improvement Bonds - Taxes (Streets)	4,065,576	7,063,209	5,833,578	5,985,799	4,820,600	27,768,762
Lakeville Baseball Association		150,000				150,000
Liquor Fund	176,340	203,561	194,206	0	414,305	988,412
MSA/MSA Bonds - Sp. Assess.				350,000		350,000
Municipal State Aid	3,631,593	2,784,756	5,007,985	5,955,163	601,875	17,981,372
Other cost share arrangement- Credit River (Judicial Rd)	485,576					485,576
Other funding- Federal	750,000					750,000
Other funding- State	9,047,000					9,047,000
Park Bonds Fund	556,220					556,220
Park Dedication Fund	4,405,080	1,397,500	1,553,000	3,675,750	2,257,000	13,288,330
Park & Trail Improvement Fund	2,208,750	3,211,500	1,535,500	1,477,000	1,284,000	9,716,750
Pavement Management Fund	2,609,500	2,672,500	2,650,000	2,720,000	2,790,000	13,442,000
Sanitary Sewer Operating Fund	1,589,577	1,321,712	1,219,293	1,495,705	1,240,670	6,866,957
Sanitary Sewer Trunk Fund	1,730,000	125,000	85,000	75,000	75,000	2,090,000
Stormwater Infrastructure Fund	755,000	455,000	340,000	1,240,000	105,000	2,895,000
Streetlight Operating Fund	30,000	10,000		50,000		90,000
Technology Fund	273,204	375,774	536,506	241,637	234,185	1,661,306
Vermillion River Watershed JPO	10,000	10,000	10,000	10,000	10,000	50,000
Water Operating Fund	2,897,228	6,846,212	1,419,293	1,945,664	1,380,670	14,489,067
Water Revenue Bonds		40,000,000				40,000,000
Water Trunk Fund	4,515,000	-3,635,000	2,225,000	265,000	415,000	3,785,000
GRAND TOTAL	89,116,900	116,050,036	59,222,109	35,936,194	24,333,242	324,658,481

2026 through 2030
Projects & Funding Sources by Cost type
 Lakeville, MN
Projects & Funding Sources By Cost Type

Cost Type	Project #	2026	2027	2028	2029	2030	Total
Environmental Resources							
East Lake Rough Fish Barrier	23-58	35,000	35,000	35,000	35,000	35,000	175,000
Water Quality and Water Conservation	ER-01	85,000	85,000	85,000	85,000	85,000	425,000
Lake Management	ER-02	110,000	110,000	110,000	110,000	110,000	550,000
Stormwater Infrastructure Maintenance	ER-03	960,000	960,000	960,000	960,000	960,000	4,800,000
Storm Water Conveyance System Expansion	ER-04	100,000	100,000	100,000	100,000		400,000
Forestry (Ash tree injection/removal, reforestatio	ER-05	142,500	141,500	141,500	141,500	141,500	708,500
Vegetation Management - City Outlots/Public land	ER-06	170,000	170,000	170,000	170,000	170,000	850,000
Environmental Resources Total		1,602,500	1,601,500	1,601,500	1,601,500	1,501,500	7,908,500

Dakota County	10,000	10,000	10,000	10,000	10,000	10,000	50,000
Environmental Resources Fund	1,340,000	1,340,000	1,340,000	1,340,000	1,340,000	1,340,000	6,700,000
General Fund	142,500	141,500	141,500	141,500	141,500	141,500	708,500
Stormwater Infrastructure Fund	100,000	100,000	100,000	100,000	100,000		400,000
Vermillion River Watershed JPO	10,000	10,000	10,000	10,000	10,000	10,000	50,000
Source Grand Total		1,602,500	1,601,500	1,601,500	1,601,500	1,501,500	7,908,500

Equipment

Police-Equipment	E-01	709,000	1,299,733	1,349,714	1,840,807	458,098	5,657,352
Fire - Equipment	E-02	562,944	212,524	1,079,564	172,500	1,537,900	3,565,432
Streets-Equipment	E-03	1,284,473	1,152,130	1,663,200	1,593,122	1,649,899	7,342,824
Park Maintenance-Equipment	E-04	572,405	702,514	775,820	409,040	623,610	3,083,389
Facilities - Equipment	E-05	9,270	45,021				54,291
Inspections-Equipment	E-06				37,000	48,186	85,186
Construction Services-Equipment	E-07	67,460	69,425		31,334	75,319	243,538
Liquor-Equipment	E-08		34,880				34,880
Communications PEG-Equipment	E-10	45,000	60,000	40,000	52,000	72,654	269,654
Environmental Resources - Equipment	E-11	100,000					100,000
Utilities-Equipment	E-12	604,806	126,180	125,052	379,509	324,083	1,559,630
Equipment Total		3,955,358	3,702,407	5,033,350	4,515,312	4,789,749	21,996,176

Communications Fund	45,000	60,000	40,000	52,000	72,654	269,654
Environmental Resources Fund	100,000					100,000
Equipment Fund	3,138,092	3,411,922	4,868,298	4,015,469	4,269,507	19,703,288
General Fund	67,460	69,425		68,334	123,505	328,724
Liquor Fund		34,880				34,880
Sanitary Sewer Operating Fund	477,078	63,090	62,526	189,755	162,041	954,490
Water Operating Fund	127,728	63,090	62,526	189,754	162,042	605,140
Source Grand Total	3,955,358	3,702,407	5,033,350	4,515,312	4,789,749	21,996,176

Facilities

Fire Station #5 Construction	25-11	25,250,000					25,250,000
First Center- Construction	25-12	6,457,256					6,457,256
City Hall Building Maintenance/Improvements	B-01		135,000		207,051	70,000	412,051

Cost Type	Project #	2026	2027	2028	2029	2030	Total
CMF Building Maintenance/Improvements	B-02	1,601,000	17,160,000	300,000	3,147,704		22,208,704
Police Station- Building Maintenance/Improvements	B-03	325,000		2,600,000	60,885	25,000	3,010,885
Heritage Center- Maintenance/Improvements	B-04	470,000		108,000	96,160	40,000	714,160
Arts Center-Maintenance/Improvements	B-05	185,000	545,000		150,000	125,000	1,005,000
Fine Arts Building- Maintenance/Improvements	B-06		570,000				570,000
Fire Station #1-Building Maintenance/Improvements	B-07		60,000	20,424,800	285,140	22,000	20,791,940
Fire Station #2 Building Maintenance/Improvements	B-08	0					0
Fire Station #3-Building Maintenance/Improvements	B-09	2,000,000	20,000,000		122,800	7,000	22,129,800
Fire Station #4-Building Maintenance/Improvements	B-10		30,000		124,700		154,700
Keokuk Liquor Store- Maintenance/Improv	B-12	23,000					23,000
Heritage Liquor Store- Maintenance/Improv	B-13	0		65,000		8,000	73,000
Kenrick Liquor Store- Maintenance/Improv	B-14	40,000				31,629	71,629
Galaxie Liquor Store- Maintenance/Improv	B-15	45,000				331,570	376,570
Water Treatment Facility- Maintenance/Improvements	B-16	4,450,000	41,500,000	170,000	179,960		46,299,960
FIRST Center Facility Maintenance/Improvements	B-17	25,000	100,000				125,000
Facilities Total		40,871,256	80,100,000	23,667,800	4,374,400	660,199	149,673,655

Building Fund	2,581,000	540,000	3,432,800	4,194,440	289,000	11,037,240
FIRST Center Operating Fund	25,000	100,000				125,000
G.O. Improvement Bonds- Franchise Fees (Facilities)	27,000,000	20,000,000	20,000,000			67,000,000
G.O. Improvement Bonds- Taxes (Facilities)	6,457,256	17,960,000				24,417,256
Liquor Fund	108,000		65,000		371,199	544,199
Sanitary Sewer Trunk Fund	100,000					100,000
Stormwater Infrastructure Fund	150,000					150,000
Water Operating Fund	450,000	5,500,000	170,000	179,960		6,299,960
Water Revenue Bonds		40,000,000				40,000,000
Water Trunk Fund	4,000,000	-4,000,000				0
Source Grand Total	40,871,256	80,100,000	23,667,800	4,374,400	660,199	149,673,655

Parks

Klamath Trail Retaining Wall	23-13	10,000	1,500,000				1,510,000
Grand Prairie Park	24-20	950,000					950,000
East Community Park Phase II	25-20	2,775,000					2,775,000
Parks Major Maintenance - General	P-01	18,250	18,500	19,500	19,500	19,750	95,500
Park Development - Adminstrative Projects	P-02	35,000	20,000	20,000	20,000	20,000	115,000
Park Development - Developer Credits	P-03	435,000	435,000	435,000	435,000	435,000	2,175,000
Future Park Land Acquisition	P-04			100,000	100,000	100,000	300,000
Trail Improvements (Various Trails)	P-05	890,000	530,000	708,000	710,000	710,000	3,548,000
Park Improvements (Various Parks)	P-06	277,000	694,000	164,000	142,000	112,000	1,389,000
Playground Replacement	P-08	513,000	315,000	543,000	372,000	381,000	2,124,000
Park parking lot improvements	P-09	75,000	210,000	113,000	55,000	45,000	498,000
Keokuk Avenue/172nd St. Park	P-11				65,000	770,000	835,000
Grand Prairie Skatepark	P-12			50,000	600,000		650,000

Cost Type	Project #	2026	2027	2028	2029	2030	Total
Ritter Meadows Park	P-13			58,000	770,000		828,000
Voyageur Park	P-14	35,000	720,000				755,000
Parks Major Maintenance - Open Space	P-15	27,000	27,000	27,000	27,000	28,000	136,000
Parks Major Maintenance - Fields	P-16	31,500	37,000	39,000	39,000	12,000	158,500
Parks Major Maintenance - Bldgs/Shelters/Grounds	P-17	60,000	0	0	500	24,850	85,350
Other Projects	P-19	300,000	25,000	600,000	325,000	325,000	1,575,000
Parks Major Maintenance - Courts	P-20	7,000	30,000	22,000	12,000	51,400	122,400
Kenrick Trail Sheet Pile, Wall, & Trail Repairs	P-21	275,000					275,000
192nd St Retaining Wall & Trail Reconstruction	P-22	55,000					55,000
Parks System Master Plan	P-23	91,300					91,300
Parks - New Parking Lots & Expansions	P-24	300,000					300,000
S.W. Corner of 210th Street & I-35	P-25					75,000	75,000
<u>Parks Total</u>		7,160,050	4,561,500	2,898,500	3,692,000	3,109,000	21,421,050

Dakota County	570,000						570,000
Donations	60,000						60,000
Lakeville Baseball Association		150,000					150,000
Park Bonds Fund	556,220						556,220
Park Dedication Fund	3,765,080	1,200,000	1,363,000	2,415,000	1,825,000		10,568,080
Park & Trail Improvement Fund	2,208,750	3,211,500	1,535,500	1,277,000	1,284,000		9,516,750
<u>Source Grand Total</u>	7,160,050	4,561,500	2,898,500	3,692,000	3,109,000		21,421,050

Technology

Technology - General Government	T-01	18,109	42,709	8,592	11,613	36,783	117,806
Technology-Public Safety	T-02	167,489	71,335	123,022	199,705	41,561	603,112
Technology-Public Works	T-03	24,044	8,451	6,084	20,109	13,579	72,267
Technology-Arenas	T-04	3,142	3,303	1,739	1,457	2,075	11,716
Technology-Communications	T-05	2,597	2,513	0	0	848	5,958
Technology-Liquor	T-06	58,545	121,681	55,206		17,106	252,538
Technology-Environmental Resources	T-07		4,010	4,383		848	9,241
Technology-Utilities	T-08	8,912	8,244	7,534	1,900	1,257	27,847
Technology- Parks & recreation	T-09	12,915	7,169	19,558	10,210	5,120	54,972
Technology-Network infrastructure	T-10	63,760	217,067	511,786	0	186,142	978,755
Technology-Miscellaneous	T-11	5,150	116,043	5,464			126,657
<u>Technology Total</u>		364,663	602,525	743,368	244,994	305,319	2,260,869

Arenas	3,142	3,303	1,739	1,457	2,075		11,716
Communications Fund	3,908	8,513	10,000	0	4,848		27,269
Environmental Resources Fund	1,070	9,010	12,383	0	3,848		26,311
Liquor Fund	68,340	168,681	129,206	0	43,106		409,333
Sanitary Sewer Operating Fund	7,499	18,622	26,767	950	8,629		62,467
Technology Fund	273,204	375,774	536,506	241,637	234,185		1,661,306
Water Operating Fund	7,500	18,622	26,767	950	8,628		62,467
<u>Source Grand Total</u>	364,663	602,525	743,368	244,994	305,319		2,260,869

Transportation

Freight Rail Car Storage Facility	22-16	8,200,000					8,200,000
Future CSAH 9/CSAH 31 Traffic Signal System	23-08	0	0				0
185th St/Future CSAH 60 (Dodd Blvd - Highview Ave)	24-04	0					0
CSAH 60/185th Street (Kenwood Tr-Ipava Ave)	25-04	0	0	0			0

Cost Type	Project #	2026	2027	2028	2029	2030	Total
Holyoke/Highview Avenue Reconstruction	25-05			1,955,000	6,905,000		8,860,000
CSAH 9 Extension (to CSAH Standards)	25-19	500,000					500,000
CSAH 9 Modernization (210th St - CSAH 50)	26-04	1,991,250	9,604,300				11,595,550
Interstate 35/CSAH 50 Interchange Reconstruction	26-05	840,263		4,017,763	0		4,858,026
CSAH 50 and Hamburg Avenue RAB	26-06	30,000					30,000
CSAH 60 Alignment Study (CSAH 23 - Flagstaff Ave)	26-07	94,500					94,500
CSAH 50/CSAH 60 RAB Modifications	26-08	1					1
Lake Marion Greenway	26-15	4,580,000	67,500	150,000	405,000	2,880,000	8,082,500
CSAH 5 and Kenyon Avenue Traffic Signal	27-05		405,000				405,000
CSAH 31 and CSAH 46 Traffic Signal	27-06		1				1
CSAH 60 and Orchard Trail Traffic Signal	27-07	80,156	396,000				476,156
CSAH 23 M&O (CSAH 9 to CSAH 42)	27-09		1				1
CSAH 9 and Glacier Way Traffic Signal	27-11	213,751	880,000				1,093,751
CSAH 9/Dodd Blvd Modernization (215th St-210th St)	28-04	650,000	750,000	4,400,000			5,800,000
CSAH 46 and Foliage Avenue Traffic Signal	28-06		7,031	253,125			260,156
CSAH 46 and Galaxie Avenue Traffic Signal	28-07		14,062	253,125			267,187
CSAH 9 Improvements at 194th St & 190th St	29-04		168,000	75,938	1,701,000		1,944,938
CSAH 23 Alignment Study (Griffon Tr - 135th St)	29-05				31,500		31,500
CSAH 46 and Lac Lavon/Interlachen Traffic Signal	30-05			104,062		534,375	638,437
CSAH 50 and Iberia Avenue Traffic Safety Mgmt	31-05				140,000	67,500	207,500
CSAH 60 and Judicial Road Traffic Signal	31-09				50,000		50,000
Pavement Management - Maintenance	XX-01	2,865,000	2,780,000	2,850,000	2,920,000	2,990,000	14,405,000
Street Reconstruction	XX-02	4,405,000	4,507,500	5,515,000	5,145,000	4,835,000	24,407,500
Collector Roadway Rehabilitation	XX-03	971,152	3,985,709	2,168,578	2,205,488	935,600	10,266,527
County Pavement Preservation/City Utility Repairs	XX-10	10,000	35,000				45,000
Transportation Total		25,431,073	23,600,104	21,742,591	19,502,988	12,242,475	102,519,231

Dakota County	4,844,313	9,110,800	5,218,161	344,250	2,448,000	21,965,524
Dakota County- Advance funding of city share	-2,247,485	-438,190	431,867	-840,263		-3,094,071
Escrows		362,029	196,000	657,600		1,215,629
General Fund		40,000	10,000			50,000
G.O. Improvement Bonds - Sp. Assess.		330,000	900,000	464,689		1,694,689
G.O. Improvement Bonds - Taxes (Streets)	4,065,576	7,063,209	5,833,578	5,985,799	4,820,600	27,768,762
MSA/MSA Bonds - Sp. Assess.				350,000		350,000
Municipal State Aid	3,631,593	2,784,756	5,007,985	5,955,163	601,875	17,981,372
Other cost share arrangement- Credit River (Judicial Rd)	485,576					485,576
Other funding- Federal	750,000					750,000
Other funding- State	9,047,000					9,047,000
Park Dedication Fund	640,000	197,500	190,000	1,260,750	432,000	2,720,250
Park & Trail Improvement Fund				200,000		200,000
Pavement Management Fund	2,609,500	2,672,500	2,650,000	2,720,000	2,790,000	13,442,000
Sanitary Sewer Operating Fund	355,000	385,000	375,000	520,000	375,000	2,010,000
Sanitary Sewer Trunk Fund	340,000	50,000	10,000			400,000
Stormwater Infrastructure Fund	305,000	355,000	240,000	1,140,000	105,000	2,145,000

Cost Type	Project #	2026	2027	2028	2029	2030	Total
Streetlight Operating Fund		30,000	10,000		50,000		90,000
Water Operating Fund		575,000	677,500	670,000	695,000	670,000	3,287,500
Water Trunk Fund				10,000			10,000
Source Grand Total		25,431,073	23,600,104	21,742,591	19,502,988	12,242,475	102,519,231

Utility

215th Street Public Improvements (CSAH 5-CSAH 70)	26-09	6,755,000					6,755,000
Sanitary Sewer Trunk Improvements	U-01	75,000	75,000	75,000	75,000	75,000	375,000
Sanitary Sewer Lift Station Rehabilitation	U-02	150,000	255,000	150,000	180,000	80,000	815,000
Sanitary Sewer Inflow/Infiltration Maintenance	U-03	575,000	575,000	575,000	575,000	575,000	2,875,000
Well Construction	U-04		100,000	1,800,000			1,900,000
Watermain Trunk Extensions	U-05	265,000	265,000	265,000	265,000	265,000	1,325,000
Water Distribution Features	U-06	150,000		150,000		150,000	450,000
Well and Pump Rehabilitation	U-07	200,000	200,000	100,000	300,000	100,000	900,000
Tower and Reservoir Maintenance	U-08	1,150,000			150,000		1,300,000
Water meter replacement	U-09	350,000	350,000	350,000	400,000	400,000	1,850,000
Fiber Optic Cable Connection	U-10	62,000	62,000	70,000	60,000	80,000	334,000
Utility Total		9,732,000	1,882,000	3,535,000	2,005,000	1,725,000	18,879,000

G.O. Improvement Bonds - Sp. Assess.		5,240,000					5,240,000
Sanitary Sewer Operating Fund		750,000	855,000	755,000	785,000	695,000	3,840,000
Sanitary Sewer Trunk Fund		1,290,000	75,000	75,000	75,000	75,000	1,590,000
Stormwater Infrastructure Fund		200,000					200,000
Water Operating Fund		1,737,000	587,000	490,000	880,000	540,000	4,234,000
Water Trunk Fund		515,000	365,000	2,215,000	265,000	415,000	3,775,000
Source Grand Total		9,732,000	1,882,000	3,535,000	2,005,000	1,725,000	18,879,000

GRAND TOTAL	89,116,900	116,050,036	59,222,109	35,936,194	24,333,242	324,658,481
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2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 23-58

Project Name East Lake Rough Fish Barrier

Total Project Cost \$175,000

Cost Type Environmental Resources

Funding Description Environmental Resources Fund

Contact Zach Johnson, City Engineer

Department Environmental Resources

Expenditures	2026	2027	2028	2029	2030	Total
Engineering/Design/Other costs	35,000	35,000	35,000	35,000	35,000	175,000
Total	35,000	35,000	35,000	35,000	35,000	175,000

Funding Sources	2026	2027	2028	2029	2030	Total
Environmental Resources Fund	35,000	35,000	35,000	35,000	35,000	175,000
Total	35,000	35,000	35,000	35,000	35,000	175,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # ER-01

Project Name Water Quality and Water Conservation

Total Project Cost	\$425,000	Contact	Zach Johnson, City Engineer
Cost Type	Environmental Resources	Type	Other
Department	Environmental Resources	Funding Description	Environmental Resources Fund
County Project #	N/A	SA/SAP #	N/A
JPA #	N/A		

Description

Water Quality Best Management Practices

- Partnership projects aligning with Black Dog Watershed Water Management Organization, Dakota County Soil and Water Conservation District and Vermillion River Watershed Joint Powers Organization restoration and protection strategies. Funding intended as City's cost-share to meet partnership or grant matching requirements. Emphasis on Federal Clean Water Act, Minnesota Pollution Control Agency MS4 permit and Total Maximum Daily Load compliance.

Urban Restoration - Public System Initiatives and Improvements

- Program designed to restore and manage landscaping at public facilities and public open spaces by replacing hardscape and lawns with native plants/low-maintenance vegetation. Best management practices include native grasses/plants, prairies, rain gardens and woodlands to provide stormwater rate control/volume reduction or water quality improvements.

Water Conservation

- Program designed to implement water conservation strategies to reduce water use. Best management practices include water reuse and smart irrigation systems.

Expenditures	2026	2027	2028	2029	2030	Total
Water Quality BMPs	75,000	75,000	75,000	75,000	75,000	375,000
Urban Restoration- Public System Initiatives	10,000	10,000	10,000	10,000	10,000	50,000
Total	85,000	85,000	85,000	85,000	85,000	425,000

Funding Sources	2026	2027	2028	2029	2030	Total
Environmental Resources Fund	85,000	85,000	85,000	85,000	85,000	425,000
Total	85,000	85,000	85,000	85,000	85,000	425,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # ER-02
Project Name Lake Management

Total Project Cost \$550,000
Cost Type Environmental Resources
Department Environmental Resources
County Project # N/A
JPA # N/A

Contact Zach Johnson, City Engineer
Type Other
Funding Description Environmental Resources Fund
SA/SAP # N/A

Description

Annual management program designed to promote and protect public water resources. Annual assessments, including aquatic plant surveys, aquatic invasive species monitoring, fish surveys and water monitoring/sampling, guide best management practices and strategies, and prioritize and schedule treatments. Best management practices and strategies include chemical treatments, education and outreach, and fish management.

Expenditures	2026	2027	2028	2029	2030	Total
Water Quality Assessment	60,000	60,000	60,000	60,000	60,000	300,000
Water Quality Treatment	50,000	50,000	50,000	50,000	50,000	250,000
Total	110,000	110,000	110,000	110,000	110,000	550,000

Funding Sources	2026	2027	2028	2029	2030	Total
Environmental Resources Fund	100,000	100,000	100,000	100,000	100,000	500,000
Dakota County	10,000	10,000	10,000	10,000	10,000	50,000
Total	110,000	110,000	110,000	110,000	110,000	550,000

Capital Improvement Plan**Lakeville, MN**

Project # ER-03
Project Name Stormwater Infrastructure Maintenance

Total Project Cost	\$4,800,000	Contact	Zach Johnson, City Engineer
Cost Type	Environmental Resources	Type	Maintenance
Department	Engineering	Funding Description	Environmental Resources Fund

DescriptionStormwater Basin Rehabilitation

- Annual maintenance program designed to extend service life/minimize life-cycle costs of public stormwater management basins. Stormwater management basins improve water quality of stormwater runoff and reduce peak stormwater discharge rates. Public stormwater management basins are inspected regularly to prioritize and schedule maintenance and rehabilitation projects. Best management practices include maintenance at emergency overflow/easement areas, sediment/vegetation removal and slope restoration. Emphasis on Minnesota Pollution Control Agency Municipal Separate Storm Sewer System (MS4) permit compliance.

Stormwater Infrastructure Maintenance/Rehabilitation

- Annual preventive maintenance program designed to protect the City's investment in public stormwater infrastructure. Best management practices include flared-end section repairs, sediment removal, storm sewer pipe and manhole repairs, and stormwater conveyance systems improvements. Emphasis on Minnesota Pollution Control Agency Municipal Separate Storm Sewer System (MS4) permit compliance.

Flared-End Section (FES) Maintenance

- Annual maintenance program designed to improve the overall performance and effectiveness of the City's stormwater management system. Best management practices include removal of accumulated sediment that is restricting stormwater flow through flared-end sections, stormwater infrastructure designed to convey water to/from stormwater management basins.

Stormwater Structure Sump Filling

- Annual program designed to improve the overall efficiency and effectiveness in maintaining the performance of the City's stormwater management.

Expenditures	2026	2027	2028	2029	2030	Total
Stormwater Basin Rehabilitation	450,000	450,000	450,000	450,000	450,000	2,250,000
Stormwater Infrastructure maintenance/rehabilitation	290,000	290,000	290,000	290,000	290,000	1,450,000
Creeks- proactive/preventative maintenance	100,000	100,000	100,000	100,000	100,000	500,000
FES Maintenance- MS4 Pond/Outfall Insp.	85,000	85,000	85,000	85,000	85,000	425,000
Stormwater structure sump filling	35,000	35,000	35,000	35,000	35,000	175,000
Total	960,000	960,000	960,000	960,000	960,000	4,800,000

Funding Sources	2026	2027	2028	2029	2030	Total
Environmental Resources Fund	950,000	950,000	950,000	950,000	950,000	4,750,000
Vermillion River Watershed JPO	10,000	10,000	10,000	10,000	10,000	50,000
Total	960,000	960,000	960,000	960,000	960,000	4,800,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # ER-04
Project Name Storm Water Conveyance System Expansion

Total Project Cost \$500,000 Contact Zach Johnson, City Engineer
Cost Type Environmental Resources

Prior	Expenditures	2026	2027	2028	2029	2030	Total
100,000	Construction	100,000	100,000	100,000	100,000	0	400,000
	Total	100,000	100,000	100,000	100,000	0	400,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
100,000	Stormwater Infrastructure Fund	100,000	100,000	100,000	100,000	0	400,000
	Total	100,000	100,000	100,000	100,000	0	400,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # ER-05
Project Name Forestry (Ash tree injection/removal, reforestatio

Total Project Cost \$708,500 Contact Zach Jorgensen, City Forester
Cost Type Environmental Resources Type Maintenance
Department Environmental Resources

Description

Annual maintenance program designed to manage, preserve, and protect public woodland assets. Best management practices include Emerald Ash Borer program (tree injections, tree removal/stump grinding of infected trees and reforestation of public parks/open spaces).

Expenditures	2026	2027	2028	2029	2030	Total
Ash tree injection	62,000	60,000	55,000	55,000	55,000	287,000
Ash tree removal	53,000	53,000	56,000	56,000	56,000	274,000
Reforestation	27,500	28,500	30,500	30,500	30,500	147,500
Total	142,500	141,500	141,500	141,500	141,500	708,500

Funding Sources	2026	2027	2028	2029	2030	Total
General Fund	142,500	141,500	141,500	141,500	141,500	708,500
Total	142,500	141,500	141,500	141,500	141,500	708,500

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project #	ER-06		
Project Name	Vegetation Management - City Outlots/Public land		
Total Project Cost	\$850,000	Contact	Zach Jorgensen, City Forester
Cost Type	Environmental Resources	Type	Maintenance
Department	Environmental Resources		

Description

Annual maintenance program designed to help establish deep-rooted native vegetation that will help prevent erosion and filter out chemicals, and nutrients, like phosphorous, that degrades water quality. Managing invasive and noxious weeds also helps to establish the native vegetation, increase biodiversity, and improve habitat for local wildlife.

Expenditures	2026	2027	2028	2029	2030	Total
Vegetation maintenance-City outlots/public land	170,000	170,000	170,000	170,000	170,000	850,000
Total	170,000	170,000	170,000	170,000	170,000	850,000
Funding Sources	2026	2027	2028	2029	2030	Total
Environmental Resources Fund	170,000	170,000	170,000	170,000	170,000	850,000
Total	170,000	170,000	170,000	170,000	170,000	850,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # E-01

Project Name Police-Equipment

Total Project Cost \$12,119,305

Cost Type Equipment

Department Police Department

Contact Bob Mach, Fleet Supervisor

Type Equipment

Funding Description Equipment Fund

Description

The CIP includes anticipated replacement/addition of various equipment costs for the Police division.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Equipment purchase - squad vehicles	395,000	1,013,700	991,200	1,759,500	70,800	4,230,200	6,461,953
Equipment purchase - radios	195,000	212,550	313,040	74,407	65,844	860,841	
Equipment purchase - command center	0	0	0	0	250,000	250,000	
Equipment purchase - firearms	59,000	56,026	6,384	6,900	6,726	135,036	
Equipment purchase - supplemental equipment	35,000	0	24,629	0	32,077	91,706	
Equipment purchase - safety equipment	0	17,457	14,461	0	32,651	64,569	
Equipment purchase - drones	25,000	0	0	0	0	25,000	
Total	709,000	1,299,733	1,349,714	1,840,807	458,098	5,657,352	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Equipment Fund	709,000	1,299,733	1,349,714	1,840,807	458,098	5,657,352	6,461,953
Total	709,000	1,299,733	1,349,714	1,840,807	458,098	5,657,352	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # E-02
Project Name Fire - Equipment

Total Project Cost \$5,486,930 Contact Bob Mach, Fleet Supervisor
Cost Type Equipment Type Equipment
Department Fire Funding Description Equipment Fund

Description

The CIP includes anticipated replacement/addition of various equipment costs for the Fire division.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Equipment purchase - multi-year fire equipment	0	0	800,000	0	1,532,000	2,332,000	1,921,498
Equipment purchase - radios	177,644	177,644	177,644	0	0	532,932	
Equipment Purchase - vehicle	250,000	0	72,800	172,500	0	495,300	
Equipment purchase - supplemental equipment	130,000	34,880	29,120	0	0	194,000	
Equipment Purchase - Trailer	5,300	0	0	0	5,900	11,200	
Total	562,944	212,524	1,079,564	172,500	1,537,900	3,565,432	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Equipment Fund	562,944	212,524	1,079,564	172,500	1,537,900	3,565,432	1,921,498
Total	562,944	212,524	1,079,564	172,500	1,537,900	3,565,432	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN



Project #	E-03		
Project Name	Streets-Equipment		
Total Project Cost	\$14,874,144	Contact	Bob Mach, Fleet Supervisor
Cost Type	Equipment	Type	Equipment
Department	Streets	Funding Description	Equipment Fund

Description

The CIP includes anticipated replacement/addition of various equipment costs for the Streets division.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Equipment Purchase - plow truck	922,200	675,800	1,187,200	713,000	731,600	4,229,800	7,531,320
Equipment purchase - heavy equipment	0	394,580	459,200	723,797	79,392	1,656,969	
Equipment Purchase - vehicle	296,800	81,750	0	69,000	141,600	589,150	
Equipment purchase - supplemental equipment	46,287	0	16,800	87,325	362,424	512,836	
Equipment purchase - sweepers	0	0	0	0	324,558	324,558	
Equipment Purchase - Trailer	19,186	0	0	0	10,325	29,511	
Total	1,284,473	1,152,130	1,663,200	1,593,122	1,649,899	7,342,824	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
Equipment Fund	1,284,473	1,152,130	1,663,200	1,593,122	1,649,899	7,342,824	7,531,320
Total	1,284,473	1,152,130	1,663,200	1,593,122	1,649,899	7,342,824	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # E-04
Project Name Park Maintenance-Equipment

Total Project Cost \$5,990,900 Contact Bob Mach, Fleet Supervisor
Cost Type Equipment Type Equipment
Department Park Maintenance Funding Description Equipment Fund

Description

The CIP includes anticipated replacement/addition of various equipment costs for the Park Maintenance division.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Equipment purchase - mowers	172,906	177,799	182,692	240,540	163,006	936,943	2,907,511
Equipment Purchase - vehicle	96,106	126,355	129,530	37,950	310,006	699,947	
Equipment purchase - heavy equipment	0	95,375	371,280	92,000	0	558,655	
Equipment purchase - supplemental equipment	75,416	30,485	50,072	38,550	132,898	327,421	
Equipment purchase - load & pack refuse	0	272,500	0	0	0	272,500	
Equipment purchase - seasonal staff equipment	227,977	0	27,741	0	0	255,718	
Equipment Purchase - Trailer	0	0	14,505	0	17,700	32,205	
Total	572,405	702,514	775,820	409,040	623,610	3,083,389	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Equipment Fund	572,405	702,514	775,820	409,040	623,610	3,083,389	2,907,511
Total	572,405	702,514	775,820	409,040	623,610	3,083,389	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # E-05
Project Name Facilities - Equipment

Total Project Cost \$109,506
Cost Type Equipment
Department General Government Facilities
Contact Tom Breeggemann, Facilities Supervisor
Type Equipment
Funding Description Equipment Fund

Description

The CIP includes anticipated replacement/addition of various equipment costs for the Facilities division.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Equipment purchase	9,270	45,021	0	0	0	54,291	55,215
Total	9,270	45,021	0	0	0	54,291	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
Equipment Fund	9,270	45,021	0	0	0	54,291	55,215
Total	9,270	45,021	0	0	0	54,291	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # E-06
Project Name Inspections-Equipment

Total Project Cost \$349,186
Cost Type Equipment
Department Inspections
Contact Bob Mach, Fleet Supervisor
Type Equipment
Funding Description Equipment Fund

Description

The CIP includes anticipated replacement/addition of various equipment costs for the Inspections division.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Equipment purchase	0	0	0	37,000	48,186	85,186	264,000
Total	0	0	0	37,000	48,186	85,186	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
General Fund	0	0	0	37,000	48,186	85,186	264,000
Total	0	0	0	37,000	48,186	85,186	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # E-07
Project Name Construction Services-Equipment

Total Project Cost \$279,908 Contact Bob Mach, Fleet Supervisor
Cost Type Equipment Type Equipment
Department Construction Services Funding Description Equipment Fund

Description

The CIP includes anticipated replacement/addition of various equipment costs for the Construction Services division.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Equipment purchase	67,460	69,425	0	31,334	75,319	243,538	36,370
Total	67,460	69,425	0	31,334	75,319	243,538	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
General Fund	67,460	69,425	0	31,334	75,319	243,538	36,370
Total	67,460	69,425	0	31,334	75,319	243,538	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # E-08
Project Name Liquor-Equipment

Total Project Cost \$60,022 Contact Bob Mach, Fleet Supervisor
Cost Type Equipment Type Equipment
Department Keokuk Liquor Store Funding Description Equipment Fund

Description

The CIP includes anticipated replacement/addition of various equipment costs for the Liquor stores.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Equipment purchase	0	34,880	0	0	0	34,880	25,142
Total	0	34,880	0	0	0	34,880	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
Liquor Fund	0	34,880	0	0	0	34,880	25,142
Total	0	34,880	0	0	0	34,880	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # E-10
Project Name Communications PEG-Equipment

Total Project Cost \$454,654
Cost Type Equipment
Department Communications
Contact Tierney Helmers, Communications Manager
Type Equipment
Funding Description Equipment Fund

Description

The CIP includes anticipated replacement/addition of various equipment costs for the Communications division.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Equipment purchase	45,000	60,000	40,000	52,000	72,654	269,654	185,000
Total	45,000	60,000	40,000	52,000	72,654	269,654	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
Communications Fund	45,000	60,000	40,000	52,000	72,654	269,654	185,000
Total	45,000	60,000	40,000	52,000	72,654	269,654	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # E-11
Project Name Environmental Resources - Equipment

Total Project Cost \$136,596
Cost Type Equipment
Department Environmental Resources
Contact Bob Mach, Fleet Supervisor
Type Equipment
Funding Description Environmental Resources Fund

Description

The CIP includes anticipated replacement/addition of various equipment costs for the Environmental Resources division.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Equipment purchase - mowers	65,000	0	0	0	0	65,000	36,596
Equipment purchase	35,000	0	0	0	0	35,000	
Total	100,000	0	0	0	0	100,000	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
Environmental Resources Fund	100,000	0	0	0	0	100,000	36,596
Total	100,000	0	0	0	0	100,000	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # E-12

Project Name Utilities-Equipment

Total Project Cost \$2,632,122

Cost Type Equipment

Department Utilities

Contact Shane Quade, Utilities Superintendent

Type Equipment

Funding Description Water Operating Fund

Description

The CIP includes anticipated replacement/addition of various equipment costs for the Utilities division.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Equipment Purchase - vehicle	212,836	64,104	125,052	379,509	324,083	1,105,584	1,072,492
Equipment purchase - heavy equipment	370,660	53,000	0	0	0	423,660	
Equipment purchase - supplemental equipment	21,310	0	0	0	0	21,310	
Equipment Purchase - Trailer	0	6,956	0	0	0	6,956	
Equipment Purchase - attachments	0	2,120	0	0	0	2,120	
Total	604,806	126,180	125,052	379,509	324,083	1,559,630	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Sanitary Sewer Operating Fund	477,078	63,090	62,526	189,755	162,041	954,490	1,072,492
Water Operating Fund	127,728	63,090	62,526	189,754	162,042	605,140	
Total	604,806	126,180	125,052	379,509	324,083	1,559,630	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 25-11
Project Name Fire Station #5 Construction

Total Project Cost \$25,250,000 Contact Allyn Kuennen, Assistant City Administrator
Cost Type Facilities Type New construction
Department Fire Station #5 Funding Description Building Fund

Description

The City has purchased 12 acres adjacent to the water tower along 179th Street West for a fire station and a possible future satellite water treatment facility. This is directly across from the Central Maintenance Facility, 7570 179th Street West. Site planning has started and construction on the fire station could begin as early as 2026.

Expenditures	2026	2027	2028	2029	2030	Total
Construction	25,250,000	0	0	0	0	25,250,000
Total	25,250,000	0	0	0	0	25,250,000

Funding Sources	2026	2027	2028	2029	2030	Total
G.O. Improvement Bonds- Franchise Fees (Facilities)	25,000,000	0	0	0	0	25,000,000
Stormwater Infrastructure Fund	150,000	0	0	0	0	150,000
Sanitary Sewer Trunk Fund	100,000	0	0	0	0	100,000
Total	25,250,000	0	0	0	0	25,250,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN



Project #	25-12		
Project Name	First Center- Construction		
Total Project Cost	\$25,829,024	Contact	Allyn Kuennen, Assistant City Administrator
Cost Type	Facilities	Type	Maintenance/Improvement
Department	FiRST Center	Funding Description	Building Fund

Description

A regional public safety training facility does not currently exist for use by public safety personnel in the south metro area and adjacent cities and counties. A regional training facility will help ensure our safety personnel have the highest degree of training possible to serve the public. The Minnesota Legislature has clearly stated that public safety personnel need to be better trained and equipped to respond to the growing demands placed on them. Public safety personnel often use local businesses, schools and vacant facilities as temporary training sites since there is not a permanent site that fits all the training and classroom needs. A permanent, dedicated site within Dakota County, available to all jurisdictions within the south metro and Greater Minnesota area, will improve the ability to consistently and routinely train public safety employees, as well as maintain certifications.

Construction of the FiRST (First Responders Skills Training) Center began in early 2025 and will be located at the former public works site within the Airlake Industrial Park at 7777 214th Street West. This 40,000-square-foot facility will include the following features:

- Physical training area for fire, police and EMS
- Virtual training area
- Firing range training area with vehicle access
- Equipment cleaning and armory area
- Tactical training room with movable partitions for fire, police and EMS
- Classroom/meeting space for fire, police and EMS
- Office space
- Restrooms/lockers
- Exterior training spaces

The overall cost of the project is 25.8 million. \$7.1 million of funding was awarded to this project through the 2023 Minnesota Legislature capital investment (cash funding) bill and an additional \$800,000 was awarded in 2024 through Federal Congressionally-Directed Funding. The remaining cost of construction will be funded through general obligation bonds. Construction of the facility is expected to be completed by mid-2026.

Operational costs to maintain and operate the facility will be provided through membership fees paid by the various agencies that will be using the facility.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
19,371,768	Construction	6,457,256	0	0	0	0	6,457,256
	Total	6,457,256	0	0	0	0	6,457,256

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
19,371,768	G.O. Improvement Bonds- Taxes (Facilities)	6,457,256	0	0	0	0	6,457,256
	Total	6,457,256	0	0	0	0	6,457,256

2026 thru 2030

Capital Improvement Plan

Lakeville, MN



Project # B-01

Project Name City Hall Building Maintenance/Improvements

Total Project Cost \$1,572,051

Cost Type Facilities

Department City Hall

Contact Tom Breeggemann, Facilities Supervisor

Type Maintenance

Description

The CIP includes anticipated maintenance/repair/improvement costs at Lakeville's City Hall building at 20195 Holyoke Ave.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
105,000	Roof replacement	0	0	0	190,000	0	190,000	1,055,000
	Carpet	0	135,000	0	0	0	135,000	
	RTU S3 Replacement	0	0	0	0	70,000	70,000	
	Window film	0	0	0	17,051	0	17,051	
	Total	0	135,000	0	207,051	70,000	412,051	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
105,000	Building Fund	0	135,000	0	207,051	70,000	412,051	1,055,000
	Total	0	135,000	0	207,051	70,000	412,051	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN



Project # B-02
Project Name CMF Building Maintenance/Improvements

Total Project Cost \$22,917,704
Cost Type Facilities
Department Central Maintenance Facility
Contact Tom Breeggemann, Facilities Supervisor
Type Maintenance/Improvement
Funding Description Building Fund

Description

The CIP includes anticipated maintenance/repair/improvement costs at Lakeville's Central Maintenance Facility building at 7570 179th St. W. It also includes costs to expand the facility in 2027, which will be funded by bonds, to be repaid by tax levy in future years.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
248,000	CMF Expansion	1,000,000	16,250,000	0	0	0	17,250,000	461,000
	Roof replacement	0	0	0	3,000,000	0	3,000,000	
	Parks shop addition	0	500,000	0	0	0	500,000	
	Cooling Unit Replacement	420,000	0	0	0	0	420,000	
	Boiler replacement	0	0	300,000	0	0	300,000	
	Construction Services Office/Lunchroom remodel	0	210,000	0	0	0	210,000	
	MAU Replacements	100,000	0	0	0	0	100,000	
	Building wall system	0	0	0	100,000	0	100,000	
	Truck Garage paint (interior)	0	80,000	0	0	0	80,000	
	Fuel island upgrades	75,000	0	0	0	0	75,000	
	Fleet shop and back office floor coating	0	60,000	0	0	0	60,000	
	Building envelope improvements	0	0	0	47,704	0	47,704	
	Monument sign	0	40,000	0	0	0	40,000	
	Fire panel	0	20,000	0	0	0	20,000	
	Conference room heating coil	6,000	0	0	0	0	6,000	
	Total	1,601,000	17,160,000	300,000	3,147,704	0	22,208,704	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
248,000	G.O. Improvement Bonds- Taxes (Facilities)	0	17,960,000	0	0	0	17,960,000	461,000
	Building Fund	1,601,000	-800,000	300,000	3,147,704	0	4,248,704	
	Total	1,601,000	17,160,000	300,000	3,147,704	0	22,208,704	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN



Project # B-03

Project Name Police Station- Building Maintenance/Improvements

Total Project Cost \$4,170,585

Cost Type Facilities

Department Police Department

Contact Tom Breeggemann, Facilities Supervisor

Type Maintenance/Improvement

Funding Description Building Fund

Description

Anticipated maintenance/repairs/improvements needed on the Police Station building.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
79,700	Workout room expansion	0	0	2,500,000	0	0	2,500,000	1,080,000
	Boiler replacement	250,000	0	0	0	0	250,000	
	High speed garage door replacement	60,000	0	100,000	0	0	160,000	
	Radiant panels for offices	0	0	0	60,885	0	60,885	
	Paint-interior	0	0	0	0	25,000	25,000	
	Mini split unit	15,000	0	0	0	0	15,000	
	Total	325,000	0	2,600,000	60,885	25,000	3,010,885	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
79,700	Building Fund	325,000	0	2,600,000	60,885	25,000	3,010,885	1,080,000
	Total	325,000	0	2,600,000	60,885	25,000	3,010,885	

2026 thru 2030
**Capital
Improvement
Plan**
Lakeville, MN



Project # B-04
Project Name Heritage Center-Maintenance/Improvements

Total Project Cost \$1,563,460 **Contact** Tom Breeggemann, Facilities Supervisor
Cost Type Facilities **Type** Maintenance/Improvement
Department Heritage Center **Funding Description** Building Fund

Description

The Lakeville Heritage Center is located at 20110 Holyoke Ave and is home to Lakeville Area Active Adults, Lakeville Area Historical Society and Lakeville Yellow Ribbon. The CIP includes estimated costs for maintenance/repairs/improvements at the Heritage Center building.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
734,300	Interior Renovation	450,000	0	0	0	0	450,000	115,000
	RTU 7,8,9,11 Replacement	0	0	100,000	0	0	100,000	
	RTU 2,3,4,6 Replacement	0	0	0	80,000	0	80,000	
	RTU 1,5 Replacement	0	0	0	0	40,000	40,000	
	RTU 10 replacement	20,000	0	0	0	0	20,000	
	Building envelope improvements	0	0	0	16,160	0	16,160	
	Mini Split Replacement	0	0	8,000	0	0	8,000	
	Total	470,000	0	108,000	96,160	40,000	714,160	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
734,300	Building Fund	470,000	0	108,000	96,160	40,000	714,160	115,000
	Total	470,000	0	108,000	96,160	40,000	714,160	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN



Project # B-05

Project Name Arts Center-Maintenance/Improvements

Total Project Cost	\$1,218,942	Contact	Tom Breeggemann, Facilities Supervisor
Cost Type	Facilities	Type	Maintenance/Improvement
Department	LAAC - Performing Arts Building	Funding Description	Building Fund

Description

The Lakeville Area Arts Center is located at 20965 Holyoke Ave, in historic downtown Lakeville. The Arts Center hosts theater and other events, community classes, and provides rental opportunities. The CIP includes estimated costs for maintenance/repairs/improvements at the Arts Center building.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
213,942	Condenser Unit #1 replacement	0	520,000	0	0	0	520,000
	Theater Seating Refurbishment	0	0	0	150,000	0	150,000
	AHU Replacements	0	0	0	0	125,000	125,000
	Arts Center Playground- drainage/sidewalks	80,000	0	0	0	0	80,000
	Sound system replacement	65,000	0	0	0	0	65,000
	Snow melt boiler/pump replacement	25,000	0	0	0	0	25,000
	Green room sink and counter	15,000	0	0	0	0	15,000
	Stage drape replacement	0	15,000	0	0	0	15,000
	Light board replacement	0	10,000	0	0	0	10,000
	Total	185,000	545,000	0	150,000	125,000	1,005,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
213,942	Building Fund	185,000	545,000	0	150,000	125,000	1,005,000
	Total	185,000	545,000	0	150,000	125,000	1,005,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # B-06

Project Name Fine Arts Building-Maintenance/Improvements

Total Project Cost \$684,808

Cost Type Facilities

Department LAAC - Fine Arts Building

Contact Tom Breeggemann, Facilities Supervisor

Type Maintenance/Improvement

Funding Description Building Fund

Description

The Fine Arts Center is located at 20950 Howland Ave and is a division of the Lakeville Area Arts Center, focused on providing expanded classroom and studio space for fine arts programming. The CIP includes estimated costs for maintenance/repairs/improvements at the Fine Arts Center building.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
114,808	Roof replacement	0	570,000	0	0	0	570,000
	Total	0	570,000	0	0	0	570,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
114,808	Building Fund	0	570,000	0	0	0	570,000
	Total	0	570,000	0	0	0	570,000

Capital Improvement Plan

Lakeville, MN



Project # B-07
Project Name Fire Station #1-Building Maintenance/Improvements

Total Project Cost \$21,066,940 **Contact** Tom Breeggemann, Facilities Supervisor
Cost Type Facilities **Type** Maintenance/Improvement
Department Fire Station #1

Description

Station 1 protects the region south of 195th Street to 220th Street, west to Judicial Road (Scott County), and east to the Farmington border. The CIP includes anticipated maintenance/repairs and improvements to the Fire Station #1 building.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
275,000	Remodel for full time	0	0	20,000,000	0	0	20,000,000
	Roof replacement	0	0	0	175,000	0	175,000
	Parking lot mill and overlay	0	0	156,000	0	0	156,000
	Building envelope improvements	0	0	0	110,140	0	110,140
	Rear Concrete Apron	0	0	95,000	0	0	95,000
	Fire sprinkler system installation	0	0	70,000	0	0	70,000
	MAU Replacements	0	60,000	0	0	0	60,000
	Generator Replacement	0	0	50,000	0	0	50,000
	Cooling unit 1, 2 & 3 replacement	0	0	35,000	0	0	35,000
	Truck bay floor recoating	0	0	0	0	22,000	22,000
	Office and Training Room carpet	0	0	11,000	0	0	11,000
	Washer replacement	0	0	7,800	0	0	7,800
	Total	0	60,000	20,424,800	285,140	22,000	20,791,940

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
275,000	G.O. Improvement Bonds- Franchise Fees (Facilities)	0	0	20,000,000	0	0	20,000,000
	Building Fund	0	60,000	424,800	285,140	22,000	791,940
	Total	0	60,000	20,424,800	285,140	22,000	20,791,940

2026 thru 2030

Capital Improvement Plan

Lakeville, MN



Project # B-09

Project Name Fire Station #3-Building Maintenance/Improvements

Total Project Cost \$22,210,800 Contact Tom Breeggemann, Facilities Supervisor

Cost Type Facilities Type Maintenance/Improvement

Department Fire Station #3 Funding Description Building Fund

Description

Anticipated maintenance/repairs/improvements needed on the Fire Station #3 building.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
69,000	Remodel for full time	0	20,000,000	0	0	0	20,000,000	12,000
	Land acquisition	2,000,000	0	0	0	0	2,000,000	
	Roof replacement	0	0	0	115,000	0	115,000	
	Washer replacement	0	0	0	7,800	0	7,800	
	Carpet	0	0	0	0	7,000	7,000	
	Total	2,000,000	20,000,000	0	122,800	7,000	22,129,800	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
69,000	G.O. Improvement Bonds- Franchise Fees (Facilities)	2,000,000	20,000,000	0	0	0	22,000,000	12,000
	Building Fund	0	0	0	122,800	7,000	129,800	
	Total	2,000,000	20,000,000	0	122,800	7,000	22,129,800	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN



Project # B-10
Project Name Fire Station #4-Building Maintenance/Improvements

Total Project Cost \$322,700 **Contact** Tom Breeggemann, Facilities Supervisor
Cost Type Facilities **Type** Maintenance/Improvement
Department Fire Station #4 **Funding Description** Building Fund

Description

Built in 2002, Station 4 is currently Lakeville's newest and most centrally located station. The CIP includes anticipated maintenance/repairs/improvements needed on the Fire Station #4 building.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
48,000	RTU 1,2,4 replacement	0	0	0	95,000	0	95,000	120,000
	Carpet	0	30,000	0	0	0	30,000	
	Building envelope improvements	0	0	0	29,700	0	29,700	
	Total	0	30,000	0	124,700	0	154,700	
Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
48,000	Building Fund	0	30,000	0	124,700	0	154,700	120,000
	Total	0	30,000	0	124,700	0	154,700	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # B-12
Project Name Keokuk Liquor Store- Maintenance/Improv

Total Project Cost \$143,000 **Contact** Tom Breeggemann, Facilities Supervisor
Cost Type Facilities **Type** Maintenance/Improvement
Department Keokuk Liquor Store **Funding Description** Liquor Fund

Description

The CIP includes anticipated maintenance/repairs/improvement costs at the Keokuk Liquor Store building, which is located at 20880 Keokuk Ave. This facility also includes the Emporium Room, which is a multi-purpose, 3,000 square feet room that can be rented for meetings, celebrations or classes.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Strip and wax floor	23,000	0	0	0	0	23,000	120,000
Total	23,000	0	0	0	0	23,000	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
Liquor Fund	23,000	0	0	0	0	23,000	120,000
Total	23,000	0	0	0	0	23,000	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # B-13

Project Name Heritage Liquor Store- Maintenance/Improv

Total Project Cost \$163,000

Cost Type Facilities

Department Heritage Liquor Store

Contact Tom Breeggemann, Facilities Supervisor

Type Maintenance/Improvement

Funding Description Liquor Fund

Description

The CIP includes anticipated maintenance/repairs/improvement costs at the Heritage Liquor Store building, which is located at 20164 Heritage Dr.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Flooring Replacement	0	0	65,000	0	0	65,000	90,000
Paint sales floor & office walls	0	0	0	0	8,000	8,000	
Entrance door replacement	0	0	0	0	0	0	
Total	0	0	65,000	0	8,000	73,000	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
Liquor Fund	0	0	65,000	0	8,000	73,000	90,000
Total	0	0	65,000	0	8,000	73,000	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # B-14
Project Name Kenrick Liquor Store- Maintenance/Improv

Total Project Cost \$217,629 Contact Tom Breeggemann, Facilities Supervisor
Cost Type Facilities Type Maintenance/Improvement
Department Kenrick Store Funding Description Liquor Fund

Description

The CIP includes anticipated maintenance/repairs/improvement costs at the Kenrick Liquor Store building, which is located at 16179 Kenrick Ave.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Cooler mechanicals	40,000	0	0	0	0	40,000	146,000
Building envelope improvements	0	0	0	0	30,290	30,290	
Water savings	0	0	0	0	1,339	1,339	
Total	40,000	0	0	0	31,629	71,629	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
Liquor Fund	40,000	0	0	0	31,629	71,629	146,000
Total	40,000	0	0	0	31,629	71,629	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # B-15

Project Name Galaxie Liquor Store- Maintenance/Improv

Total Project Cost \$491,570

Cost Type Facilities

Department Galaxie Store

Contact Tom Breeggemann, Facilities Supervisor

Type Maintenance/Improvement

Funding Description Liquor Fund

Description

The CIP includes anticipated maintenance/repairs/improvement costs at the Galaxie Liquor Store building, which is located at 16000 Galaxie Ave.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Roof replacement	0	0	0	0	275,000	275,000	115,000
Building envelope improvements	0	0	0	0	56,570	56,570	
Flooring Replacement	45,000	0	0	0	0	45,000	
Total	45,000	0	0	0	331,570	376,570	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Liquor Fund	45,000	0	0	0	331,570	376,570	115,000
Total	45,000	0	0	0	331,570	376,570	

Capital Improvement Plan

Lakeville, MN

Project #	B-16
Project Name	Water Treatment Facility-Maintenance/Improvements

Total Project Cost	\$46,359,960	Contact	Paul Oehme, Public Works Director
Cost Type	Facilities	Type	Maintenance/Improvement
Department	Utilities	Funding Description	Water Operating Fund

Description

Anticipated maintenance/repairs/improvements needed on the existing Water Treatment Facility building.

The City of Lakeville's Water Treatment Plant was originally constructed in 1997 with a capacity of 10 million gallons per day (MGD). It was expanded in 2001 to 20 MGD, and in 2013, following a successful filter pilot study, the plant was re-rated to a capacity of 26 MGD. The City's water need continues to grow and a study is underway to update the 2022 WTP Expansion Study, in order to determine the best way to reach the capacity for full City build out. It will compare the advantages and disadvantages of two key alternatives:

- Expanding the existing water treatment facility.
- Constructing a satellite facility on a parcel located north of the Central Maintenance Facility water tower

Costs to build a satellite water treatment facility are estimated in 2027, and will be adjusted if needed upon Council direction after the results of the study are determined.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Water Treatment Plant Expansion	4,000,000	40,000,000	0	0	0	44,000,000	60,000
Roof replacement	0	1,500,000	0	0	0	1,500,000	
Boiler plant replacement	350,000	0	0	0	0	350,000	
AHU Replacements	0	0	0	115,000	0	115,000	
Parking lot mill and overlay	0	0	110,000	0	0	110,000	
Auto Shutoff for chlorine tanks	75,000	0	0	0	0	75,000	
Building envelope improvements	0	0	0	64,960	0	64,960	
Filter rooms exhaust fan replacement	0	0	60,000	0	0	60,000	
Well #7 roof replacement	25,000	0	0	0	0	25,000	
Total	4,450,000	41,500,000	170,000	179,960	0	46,299,960	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Water Revenue Bonds	0	40,000,000	0	0	0	40,000,000	60,000
Water Operating Fund	450,000	5,500,000	170,000	179,960	0	6,299,960	
Water Trunk Fund	4,000,000	-4,000,000	0	0	0	0	
Total	4,450,000	41,500,000	170,000	179,960	0	46,299,960	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # B-17

Project Name FiRST Center Facility Maintenance/Improvements

Total Project Cost \$125,000

Cost Type Facilities

Department FiRST Center

Contact Tom Breeggemann, Facilities Supervisor

Type Maintenance/Improvement

Funding Description FiRST Center Operating Fund

Description

Construction of the FiRST Center began in early 2025 and will be located at the former Public Works site within the Airlake Industrial Park at 7777 214th Street West. It is expected to be completed in 2026. Operational costs to maintain and operate the facility will be provided through membership fees paid by the various agencies that will be using the facility. The CIP estimates maintenance/repair/improvements costs at this facility.

Expenditures	2026	2027	2028	2029	2030	Total
Facility improvements/maintenance	25,000	100,000	0	0	0	125,000
Total	25,000	100,000	0	0	0	125,000

Funding Sources	2026	2027	2028	2029	2030	Total
FiRST Center Operating Fund	25,000	100,000	0	0	0	125,000
Total	25,000	100,000	0	0	0	125,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 23-13
Project Name Klamath Trail Retaining Wall

Total Project Cost \$1,510,000 Contact Mark Kruse, Parks Superintendent
Cost Type Parks Type Maintenance
Department Park Maintenance Funding Description Park & Trail Improvement Fund

Description

There are two existing modular block retaining walls (totaling over 1,200 feet in length) along the south side of Klamath Trail, west of County State Aid Highway 5 which were constructed in 1999. A Condition Assessment Report was completed by a third party after it was noticed that the modular block walls are showing signs of deterioration. Based on the anticipated life span of these walls and the condition assessment that indicates visible staining, cracking along the face of individual blocks along with other types of deterioration, the replacement of these walls is scheduled to be completed in 2027 with prefabricated modular block walls (PMBW). This is currently planned to be funded by the Trail Improvement fund.

Expenditures	2026	2027	2028	2029	2030	Total
Retaining Wall Reconstruction	0	1,500,000	0	0	0	1,500,000
Engineering/Design/Other costs	10,000	0	0	0	0	10,000
Total	10,000	1,500,000	0	0	0	1,510,000

Funding Sources	2026	2027	2028	2029	2030	Total
Park & Trail Improvement Fund	10,000	1,500,000	0	0	0	1,510,000
Total	10,000	1,500,000	0	0	0	1,510,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 24-20

Project Name Grand Prairie Park

Total Project Cost \$22,494,255 Contact Mark Kruse, Parks Superintendent

Cost Type Parks Type New construction

Department Park Bonds Funding Description Park Bonds Fund

Description

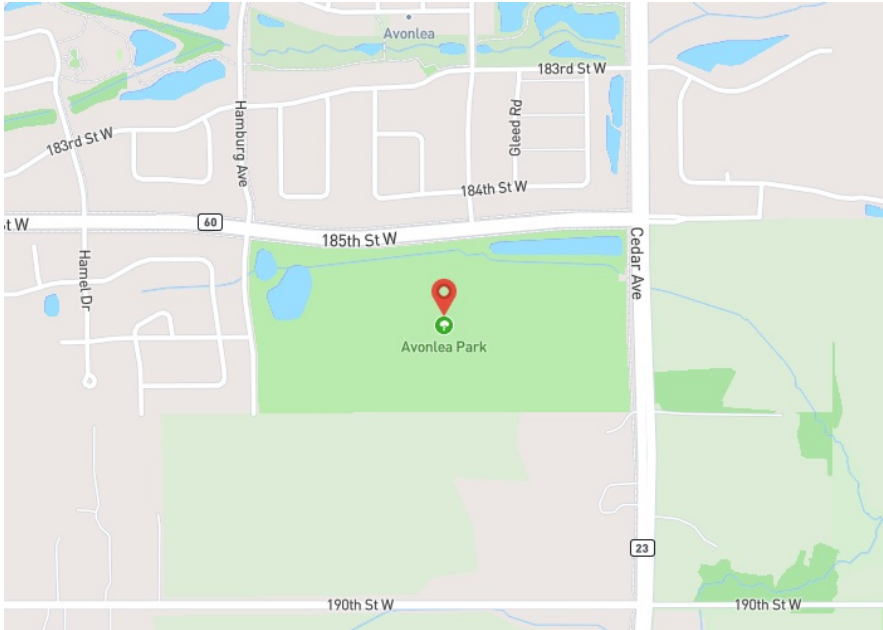
Construction of this park is underway in 2025, with completion anticipated in 2026. This project was approved as part of the 2021 Park Bond Referendum. Lakeville Lions has committed \$500,000 toward the Grand Paririe Park splash pad over five years (\$100,000/year). Lakeville Baseball Association has committed \$1.375 Million toward the project over 10 years (\$137,500/year).

2026 funding has been added to construct a freestanding shower building at an estimated \$650,000.00

Prior	Expenditures	2026	2027	2028	2029	2030	Total
21,544,255	Construction	950,000	0	0	0	0	950,000
Total		950,000	0	0	0	0	950,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
21,544,255	Park Dedication Fund	950,000	0	0	0	0	950,000
Total		950,000	0	0	0	0	950,000

Location





2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 25-20
Project Name East Community Park Phase II

Total Project Cost \$3,125,000 Contact Joseph Masiarchin, Parks Director
Cost Type Parks Type New construction
Department Park Bonds Funding Description Park Bonds Fund

Description

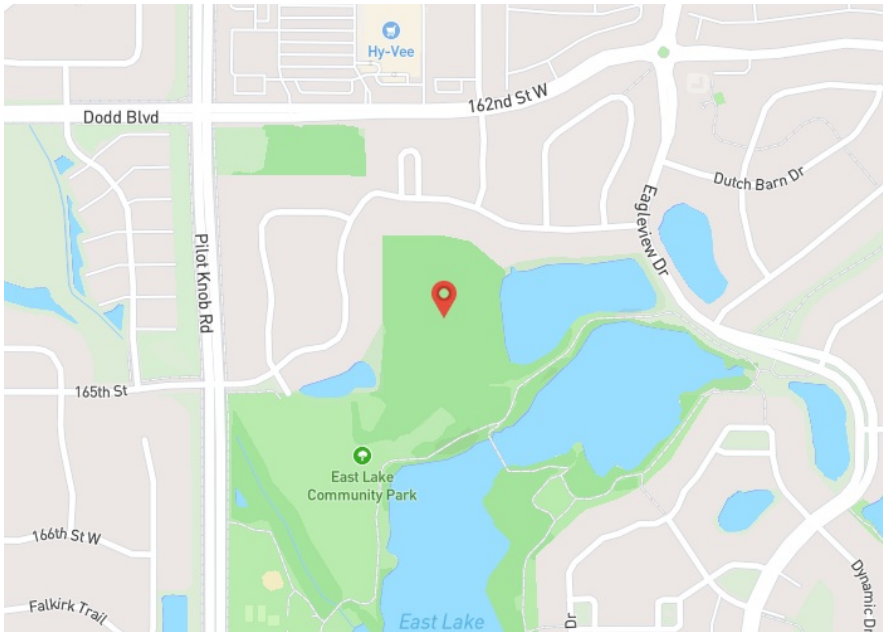
The 2018 Master Plan for the park identified specific amenities. The park is proposed to be constructed in 2026, which was approved as part of the 2021 Park Bond Referendum.

This project also includes the trails/trailhead in East Community Park, which is part of a multi-phased County greenway project designed to provide connectivity City and County trail system.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
350,000	East Community Park	2,575,000	0	0	0	0	2,575,000
	Construction-North Creek Greenway Trails	170,000	0	0	0	0	170,000
	Construction-North Creek Greenway Trails (P26-15B- North Creek Trl East Park to 160th)	30,000	0	0	0	0	30,000
	Total	2,775,000	0	0	0	0	2,775,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
350,000	Park Dedication Fund	1,618,780	0	0	0	0	1,618,780
	Dakota County	570,000	0	0	0	0	570,000
	Park Bonds Fund	556,220	0	0	0	0	556,220
	Park & Trail Improvement Fund	30,000	0	0	0	0	30,000
	Total	2,775,000	0	0	0	0	2,775,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-01
Project Name Parks Major Maintenance - General

Total Project Cost \$214,956 Contact Mark Kruse, Parks Superintendent
Cost Type Parks Type Maintenance
Department Park Maintenance Funding Description Park Improvement Fund

Description

Includes general park amenities like benches, grills, tables and improvements completed through our Eagle Scout Program.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
18,206	Park Amenities – Benches, Grills, Tables, etc.	10,000	10,000	11,000	11,000	11,000	53,000	101,250
	Eagle Scout Project Materials	8,250	8,500	8,500	8,500	8,750	42,500	
	Total	18,250	18,500	19,500	19,500	19,750	95,500	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
18,206	Park & Trail Improvement Fund	18,250	18,500	19,500	19,500	19,750	95,500	101,250
	Total	18,250	18,500	19,500	19,500	19,750	95,500	



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-02

Project Name Park Development - Administrative Projects

Total Project Cost \$270,000

Cost Type Parks

Department Park Dedication

Contact Joseph Masiarchin, Parks Director

Type New construction

Funding Description Park Dedication Fund

Description

The Park Dedication Fund budget provides appropriations for many activities including planning, design and feasibility reports for park projects. On an annual basis those project include engineering and design work for a wide variety of park projects, including rinks, playgrounds and future parks.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
55,000	Engineering/Design/Other costs	20,000	20,000	20,000	20,000	20,000	100,000	100,000
	Buildings/Shelters/Grounds	15,000	0	0	0	0	15,000	
	Total	35,000	20,000	20,000	20,000	20,000	115,000	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
55,000	Park Dedication Fund	35,000	20,000	20,000	20,000	20,000	115,000	100,000
	Total	35,000	20,000	20,000	20,000	20,000	115,000	



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-03
Project Name Park Development - Developer Credits

Total Project Cost \$4,785,000 Contact Joseph Masiarchin, Parks Director
Cost Type Parks Type Other
Department Park Dedication Funding Description Park Dedication Fund

Description

Represents credits associated with new development when the park dedication requirement is fulfilled through a land dedication.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
435,000	Developer-Credits	435,000	435,000	435,000	435,000	435,000	2,175,000	2,175,000
	Total	435,000	435,000	435,000	435,000	435,000	2,175,000	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
435,000	Park Dedication Fund	435,000	435,000	435,000	435,000	435,000	2,175,000	2,175,000
	Total	435,000	435,000	435,000	435,000	435,000	2,175,000	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-04
Project Name Future Park Land Acquisition

Total Project Cost \$2,200,000 Contact Joseph Masiarchin, Parks Director
Cost Type Parks Type Other
Department Park Dedication Funding Description Park Dedication Fund

Description

Represents potential costs of land acquisition where needed to fulfill future plans for parks in the City based on the 2026-2036 Parks System Master Plan.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Land acquisition for parks/trails use	0	0	100,000	100,000	100,000	300,000	1,900,000
Total	0	0	100,000	100,000	100,000	300,000	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Park Dedication Fund	0	0	100,000	100,000	100,000	300,000	1,900,000
Total	0	0	100,000	100,000	100,000	300,000	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-05
Project Name Trail Improvements (Various Trails)

Total Project Cost \$7,900,500 Contact Mark Kruse, Parks Superintendent
Cost Type Parks Type Reconstruction/Maintenance
Department Park Maintenance Funding Description Trail Improvement Fund

Description

The City retained a third party in 2022 to evaluate the condition of all trail segments in our community and plans are to do this again in 2025. Based on the evaluation results staff will refine the current plan for either overlaying or reclaiming City trail segments, along with crack filling and fog sealing of trails.

Maintenance of sidewalks and trails along Dakota County roadways is provided in accordance with the current County and City Maintenance Agreement for County Bikeway Trails. In 2021, the Dakota County Board of Commissioners approved the following regarding trails and sidewalks along Dakota County roadways:

Multi-Use Trails and Sidewalk Maintenance

Dakota County will participate in pavement preservation, overlay, or reconstruction of trails and sidewalks along the County highway system up to 100 percent. The City is responsible for snow and ice removal. To be eligible for County participation in trails and sidewalks, a system-wide maintenance agreement between the County and local agency will be required to identify system-wide trail and sidewalk roles and cost responsibilities.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
602,500	Construction- Trail Rehabilitation/Reconstruction	810,000	450,000	500,000	525,000	525,000	2,810,000	3,750,000
	Crack Seal	80,000	80,000	85,000	85,000	85,000	415,000	
	Construction- New trails	0	0	100,000	100,000	100,000	300,000	
	Trail inspection and rating	0	0	23,000	0	0	23,000	
	Total	890,000	530,000	708,000	710,000	710,000	3,548,000	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
602,500	Park & Trail Improvement Fund	890,000	530,000	608,000	610,000	610,000	3,248,000	3,750,000
	Park Dedication Fund	0	0	100,000	100,000	100,000	300,000	
	Total	890,000	530,000	708,000	710,000	710,000	3,548,000	



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-06
Project Name Park Improvements (Various Parks)

Total Project Cost \$2,379,000 Contact Mark Kruse, Parks Superintendent
Cost Type Parks Type Maintenance
Department Park Maintenance Funding Description Park Improvement Fund

Description

The Park Improvement Fund provides funding for replacement and upgrades to shelters and buildings, improvements to hockey rinks, basketball, pickleball, tennis courts and other park amenities.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
130,000	Miracle Field surface replacement/repairs	0	300,000	0	0	0	300,000	860,000
	Dodd Trail Pickleball reconstruction	0	225,000	0	0	0	225,000	
	Highview rink reconstruction	155,000	0	0	0	0	155,000	
	Meadows Rink reconstruction	0	0	0	135,000	0	135,000	
	McGuire-Rink reconstruction	0	110,000	0	0	0	110,000	
	Rolling Oaks rink reconstruction	0	0	105,000	0	0	105,000	
	Parkview Rink reconstruction	0	0	0	0	105,000	105,000	
	Prairie Lake BB reconstruction-concrete	0	0	52,000	0	0	52,000	
	Dodd Trail BB Reconstruction-concrete	0	52,000	0	0	0	52,000	
	Meadows BB court reconstruction-concrete	50,000	0	0	0	0	50,000	
	Cherryview BB Reconstruction- concrete	50,000	0	0	0	0	50,000	
	Ballfield dugout roof support	7,000	7,000	7,000	7,000	7,000	35,000	
	Pioneer Plaza water fountain repairs/upgrade	15,000	0	0	0	0	15,000	
	Total	277,000	694,000	164,000	142,000	112,000	1,389,000	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
130,000	Park & Trail Improvement Fund	277,000	544,000	164,000	142,000	112,000	1,239,000	860,000
	Lakeville Baseball Association	0	150,000	0	0	0	150,000	
	Total	277,000	694,000	164,000	142,000	112,000	1,389,000	



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-08
Project Name Playground Replacement

Total Project Cost \$3,523,000 Contact Mark Kruse, Parks Superintendent
Cost Type Parks Type Reconstruction/Maintenance
Department Park Maintenance Funding Description Park Improvement Fund

Description

The Park Improvement Fund provides funding for replacement and upgrades to playgrounds.

The Arts Center playground funding includes a \$60,000 donation from QA-1.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
226,000	Aronson Park	0	0	300,000	0	0	300,000	1,173,000
	Arts Center playground	145,000	0	0	0	0	145,000	
	Valley Lake Park	130,000	0	0	0	0	130,000	
	Kenreel Park	0	0	0	0	127,000	127,000	
	Bassett Park	0	0	0	0	127,000	127,000	
	Spyglass Park	0	0	0	0	127,000	127,000	
	Lakeridge Park	0	0	0	124,000	0	124,000	
	Jaycee Park	0	0	0	124,000	0	124,000	
	Rolling Oaks Park	0	0	0	124,000	0	124,000	
	Lynwood Heights Park	0	0	121,500	0	0	121,500	
	Fairfield Park	0	0	121,500	0	0	121,500	
	Village Creek Park	0	120,000	0	0	0	120,000	
	Prairie Lake Park	0	120,000	0	0	0	120,000	
	Dakota Heights	120,000	0	0	0	0	120,000	
	Brackett's Crossing Park	118,000	0	0	0	0	118,000	
	Orchard Lake Beach	0	75,000	0	0	0	75,000	
	Total	513,000	315,000	543,000	372,000	381,000	2,124,000	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
226,000	Park & Trail Improvement Fund	453,000	315,000	543,000	372,000	381,000	2,064,000	1,173,000
	Donations	60,000	0	0	0	0	60,000	
	Total	513,000	315,000	543,000	372,000	381,000	2,124,000	



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-09
 Project Name Park parking lot improvements

Total Project Cost \$898,000 Contact Mark Kruse, Parks Superintendent
 Cost Type Parks Type Reconstruction/Maintenance
 Department Park Maintenance Funding Description Park Improvement Fund

Description

The Park Improvement Fund provides funding for replacement and rehabilitation of parking lots used to access City parks.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
90,000	Orchard Lake Park	0	210,000	0	0	0	210,000	310,000
	Bunker Hill	75,000	0	0	0	0	75,000	
	Greenridge Park	0	0	68,000	0	0	68,000	
	Prairie Lake Park	0	0	0	55,000	0	55,000	
	Cedar Highlands	0	0	0	0	45,000	45,000	
	Highview Heights	0	0	45,000	0	0	45,000	
	Total	75,000	210,000	113,000	55,000	45,000	498,000	
Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
90,000	Park & Trail Improvement Fund	75,000	210,000	113,000	55,000	45,000	498,000	310,000
	Total	75,000	210,000	113,000	55,000	45,000	498,000	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-11
Project Name Keokuk Avenue/172nd St. Park

Total Project Cost \$835,000 Contact Joseph Masiarchin, Parks Director
Cost Type Parks Type New construction
Department Park Dedication Funding Description Park Dedication Fund

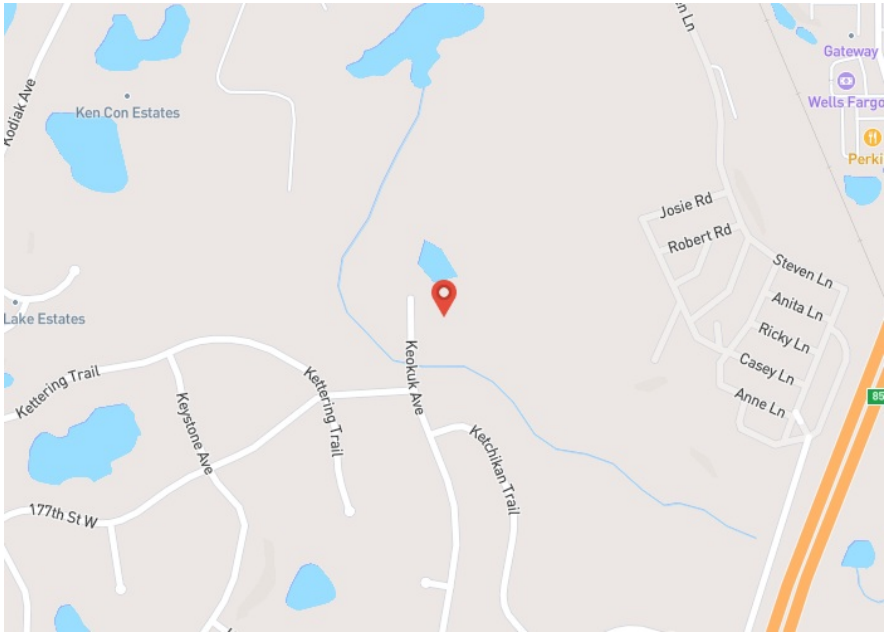
Description

The Parks, Trails and Open Space Plan calls for a neighborhood park in the area which is proposed to be constructed in 2030. Planning/design costs are included in 2029.

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	0	0	0	750,000	750,000
Planning/Design	0	0	0	65,000	20,000	85,000
Total	0	0	0	65,000	770,000	835,000

Funding Sources	2026	2027	2028	2029	2030	Total
Park Dedication Fund	0	0	0	65,000	770,000	835,000
Total	0	0	0	65,000	770,000	835,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-12

Project Name Grand Prairie Skatepark

Total Project Cost \$650,000

Cost Type Parks

Department Park Dedication

Contact Mark Kruse, Parks Superintendent

Type New construction

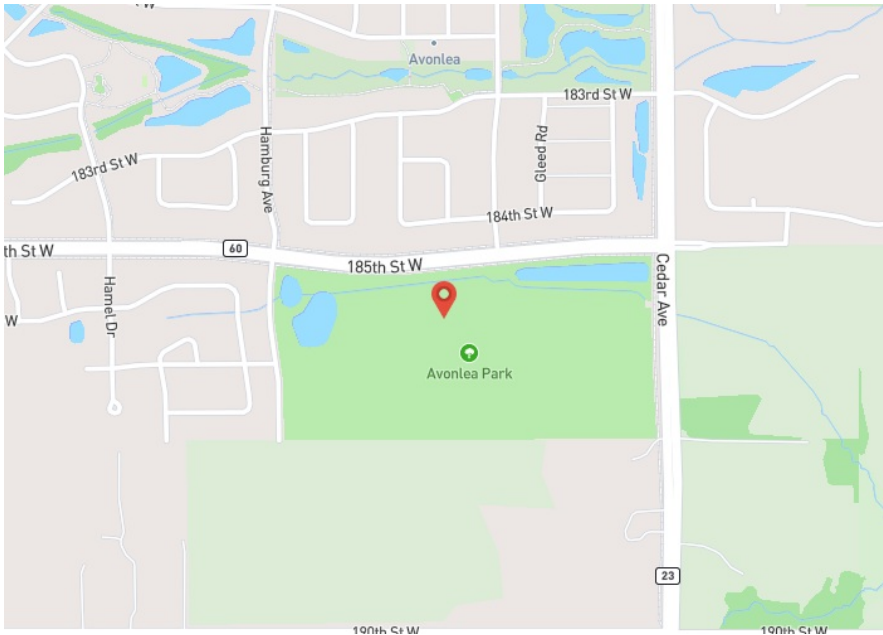
Description

Planning/design costs are included in 2028 with construction planned for 2029.

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	0	0	600,000	0	600,000
Planning/Design	0	0	50,000	0	0	50,000
Total	0	0	50,000	600,000	0	650,000

Funding Sources	2026	2027	2028	2029	2030	Total
Park Dedication Fund	0	0	50,000	600,000	0	650,000
Total	0	0	50,000	600,000	0	650,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-13
Project Name Ritter Meadows Park

Total Project Cost \$828,000 Contact Joseph Masiarchin, Parks Director
Cost Type Parks Type New construction
Department Park Dedication Funding Description Park Dedication Fund

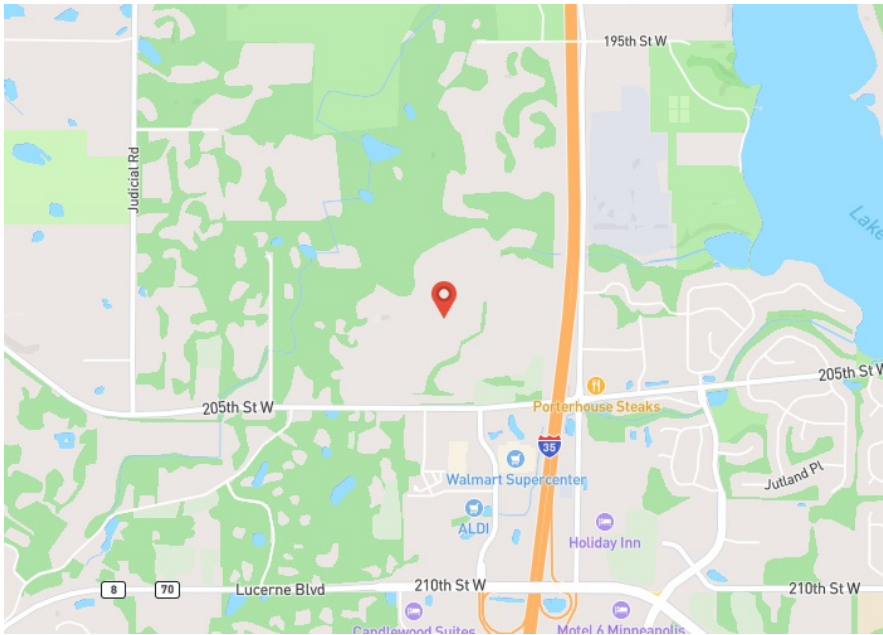
Description

The Parks, Trails and Open Space Plan calls for a neighborhood park in the area which is proposed to be constructed in 2029.

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	0	0	750,000	0	750,000
Planning/Design	0	0	58,000	20,000	0	78,000
Total	0	0	58,000	770,000	0	828,000

Funding Sources	2026	2027	2028	2029	2030	Total
Park Dedication Fund	0	0	58,000	770,000	0	828,000
Total	0	0	58,000	770,000	0	828,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-14
Project Name Voyageur Park

Total Project Cost \$755,000 Contact Joseph Masiarchin, Parks Director
Cost Type Parks Type New construction
Department Park Dedication Funding Description Park Dedication Fund

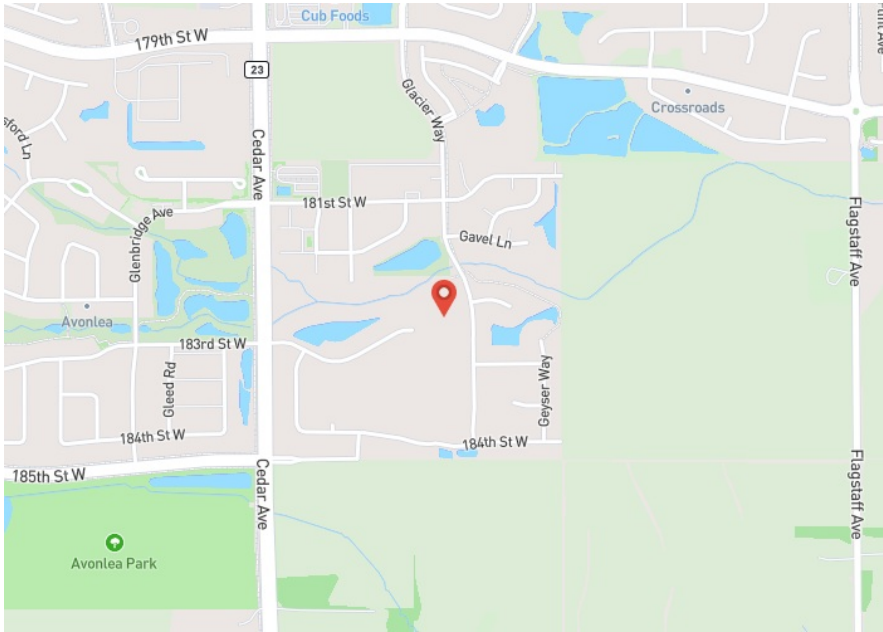
Description

The Parks, Trails, and Open Space Plan calls for a neighborhood park East of Cedar Avenue and south of 181st Street serving the future development in this area. The park will be approximately 2 acres in size and is proposed to be constructed in 2027.

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	700,000	0	0	0	700,000
Planning/Design	35,000	20,000	0	0	0	55,000
Total	35,000	720,000	0	0	0	755,000

Funding Sources	2026	2027	2028	2029	2030	Total
Park Dedication Fund	35,000	720,000	0	0	0	755,000
Total	35,000	720,000	0	0	0	755,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project #	P-15		
Project Name	Parks Major Maintenance - Open Space		
Total Project Cost	\$316,000	Contact	Mark Kruse, Parks Superintendent
Cost Type	Parks	Type	Maintenance
Department	Park Maintenance	Funding Description	Park Improvement Fund

Description

Includes parking lot and trail maintenance work such as crack sealing and paint striping. Funds also include ongoing maintenance and improvements at the West Lake Marion Bike Course.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
40,000	Pavement Maintenance Parking Lots & Trails	18,000	18,000	18,000	18,000	19,000	91,000	140,000
	West Lake Marion Mountain Bike Contract Maintenance	9,000	9,000	9,000	9,000	9,000	45,000	
	Total	27,000	27,000	27,000	27,000	28,000	136,000	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
40,000	Park & Trail Improvement Fund	27,000	27,000	27,000	27,000	28,000	136,000	140,000
	Total	27,000	27,000	27,000	27,000	28,000	136,000	



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-16
Project Name Parks Major Maintenance - Fields

Total Project Cost \$314,546 Contact Mark Kruse, Parks Superintendent
Cost Type Parks Type Maintenance
Department Park Maintenance Funding Description Park Improvement Fund

Description

Includes field maintenance and improvements throughout the parks system.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
86,046	Field improvements/Maintenance	6,500	12,000	12,000	12,000	12,000	54,500	70,000
	Aronson – replace backstop field 3	0	0	0	27,000	0	27,000	
	Aronson – replace backstop field 4	0	0	27,000	0	0	27,000	
	Aronson – replace backstop field 2	0	25,000	0	0	0	25,000	
	Aronson – replace backstop field 1	25,000	0	0	0	0	25,000	
	Total	31,500	37,000	39,000	39,000	12,000	158,500	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
86,046	Park & Trail Improvement Fund	31,500	37,000	39,000	39,000	12,000	158,500	70,000
	Total	31,500	37,000	39,000	39,000	12,000	158,500	



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-17
Project Name Parks Major Maintenance - Bldgs/Shelters/Grounds

Total Project Cost \$435,003 Contact Mark Kruse, Parks Superintendent
Cost Type Parks Type Maintenance/Improvement
Department Park Maintenance Funding Description Park Improvement Fund

Description

Includes general maintenance projects, maintenance of buildings, park shelters and grounds (examples- re-shingle park shelters, replace signs, repair fencing, replace rubber floors, etc.).

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
14,353	Projects TBD - Major Maintenance Bldgs/Shelters/Grounds	0	0	0	500	24,850	25,350	335,300
	Fence Repairs	20,000	0	0	0	0	20,000	
	LED Light Installation	18,000	0	0	0	0	18,000	
	Wayside Park Fence Replacement	15,000	0	0	0	0	15,000	
	Georgetown Court Fence Replacement	7,000	0	0	0	0	7,000	
	Total	60,000	0	0	500	24,850	85,350	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
14,353	Park & Trail Improvement Fund	60,000	0	0	500	24,850	85,350	335,300
	Total	60,000	0	0	500	24,850	85,350	



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-19

Project Name Other Projects

Total Project Cost \$3,245,000

Cost Type Parks

Funding Description Park Dedication Fund

Contact Joseph Masiarchin, Parks Director

Department Park Dedication

Description

This category is intended to include smaller park projects such as adding artwork in the parks, tree planting, security cameras at park facilities, Pickleball courts in the south side of the City based on the 2026-2036 Parks System Master Plan, and the completion of an ADA Transition Plan.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
70,000	Other amenities to be determined	0	0	300,000	300,000	300,000	900,000	1,600,000
	ADA Transition Plan	0	0	275,000	0	0	275,000	
	Aronson Park – Field 9 improvements	125,000	0	0	0	0	125,000	
	King Park spectator protection and safety fencing	120,000	0	0	0	0	120,000	
	Tree Planting	15,000	15,000	15,000	15,000	15,000	75,000	
	Art in the Park	10,000	10,000	10,000	10,000	10,000	50,000	
	Security cameras- various park facilities	30,000	0	0	0	0	30,000	
	Total	300,000	25,000	600,000	325,000	325,000	1,575,000	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
70,000	Park Dedication Fund	300,000	25,000	600,000	325,000	325,000	1,575,000	1,600,000
	Total	300,000	25,000	600,000	325,000	325,000	1,575,000	



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-20
Project Name Parks Major Maintenance - Courts

Total Project Cost \$368,345 Contact Mark Kruse, Parks Superintendent
Cost Type Parks Type Maintenance
Department Park Maintenance Funding Description Park Improvement Fund

Description

Includes funding to resurface and restripe basketball, pickleball, and tennis courts.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
13,845	Bunker Hill	0	30,000	0	0	0	30,000	232,100
	Pinnacle Reserve Park	0	0	0	0	22,200	22,200	
	Cedar Crossing Park	0	0	12,000	0	0	12,000	
	Jaycee Park	0	0	10,000	0	0	10,000	
	Fieldstone Park	0	0	0	0	9,000	9,000	
	Chadwick Park	0	0	0	0	9,000	9,000	
	Kensington Park	0	0	0	0	9,000	9,000	
	Village Creek Park	7,000	0	0	0	0	7,000	
	North Creek Park	0	0	0	0	2,200	2,200	
	Foxborough Park	0	0	0	2,000	0	2,000	
	Greenridge Park	0	0	0	2,000	0	2,000	
	Bassett Park	0	0	0	2,000	0	2,000	
	Rolling Oaks Park	0	0	0	2,000	0	2,000	
	Hypointe Crossing Park	0	0	0	2,000	0	2,000	
	Highview Heights	0	0	0	2,000	0	2,000	
	Total	7,000	30,000	22,000	12,000	51,400	122,400	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
13,845	Park & Trail Improvement Fund	7,000	30,000	22,000	12,000	51,400	122,400	232,100
	Total	7,000	30,000	22,000	12,000	51,400	122,400	



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project #	P-21		
Project Name	Kenrick Trail Sheet Pile, Wall, & Trail Repairs		
Total Project Cost	\$275,000	Contact	Mark Kruse, Parks Superintendent
Cost Type	Parks	Type	Maintenance
Department	Park Maintenance	Funding Description	Park & Trail Improvement Fund

Description

The I-35 fishing bridge access sidewalk is failing from water levels behind the current retaining wall. Staff have worked with WSB consulting to complete testing of the area and have determined a new sheet pile retaining wall will be required to support the concrete sidewalk. The project will result in a safe, ADA compliant access to the fishing pier.

Expenditures	2026	2027	2028	2029	2030	Total
Trail repairs	275,000	0	0	0	0	275,000
Total	275,000	0	0	0	0	275,000
Funding Sources	2026	2027	2028	2029	2030	Total
Park & Trail Improvement Fund	275,000	0	0	0	0	275,000
Total	275,000	0	0	0	0	275,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-22
Project Name 192nd St Retaining Wall & Trail Reconstruction

Total Project Cost \$55,000 Contact Mark Kruse, Parks Superintendent
Cost Type Parks Type Reconstruction/Maintenance
Department Park Maintenance Funding Description Park & Trail Improvement Fund

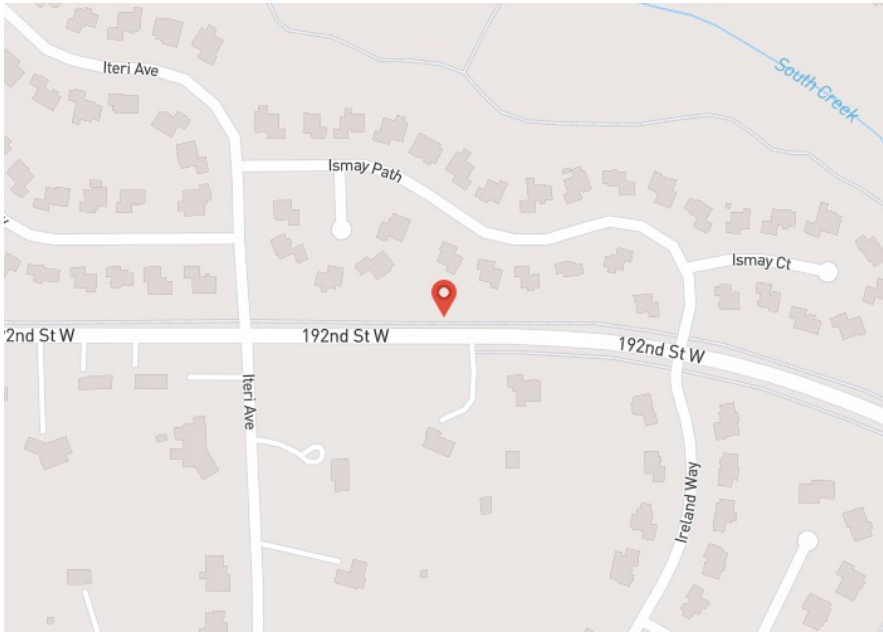
Description

The small block retaining wall located on 192nd Street is failing. The retaining wall maintains the elevation difference between the trail and roadway and a private residence backyard. The project includes replacement of the retaining wall to ensure the private property is not impacted and related trail replacement along the retaining wall.

Expenditures	2026	2027	2028	2029	2030	Total
Trail costs (rehabilitation/reconstruction)	55,000	0	0	0	0	55,000
Total	55,000	0	0	0	0	55,000

Funding Sources	2026	2027	2028	2029	2030	Total
Park & Trail Improvement Fund	55,000	0	0	0	0	55,000
Total	55,000	0	0	0	0	55,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project #	P-23		
Project Name	Parks System Master Plan		
Total Project Cost	\$156,800	Contact	Joseph Masiarchin, Parks Director
Cost Type	Parks	Type	Other
Department	Park Dedication	Funding Description	Park Dedication Fund

Description

The 2026-2036 Parks System Master Plan will serve as a long-term strategic document that guides the growth, development and enhancement of the parks and recreation system within the City of Lakeville. The goal of the plan is to ensure that the parks system is efficient, sustainable, inclusive and responsive to the needs of the community, with a focus on improving the quality of life, recreational opportunities and environmental stewardship.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
65,500	Planning/Design	91,300	0	0	0	0	91,300
	Total	91,300	0	0	0	0	91,300

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
65,500	Park Dedication Fund	91,300	0	0	0	0	91,300
	Total	91,300	0	0	0	0	91,300

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-24
Project Name Parks - New Parking Lots & Expansions

Total Project Cost \$300,000 Contact Joseph Masiarchin, Parks Director
Cost Type Parks Type New construction
Department Park Dedication Funding Description Park Dedication Fund

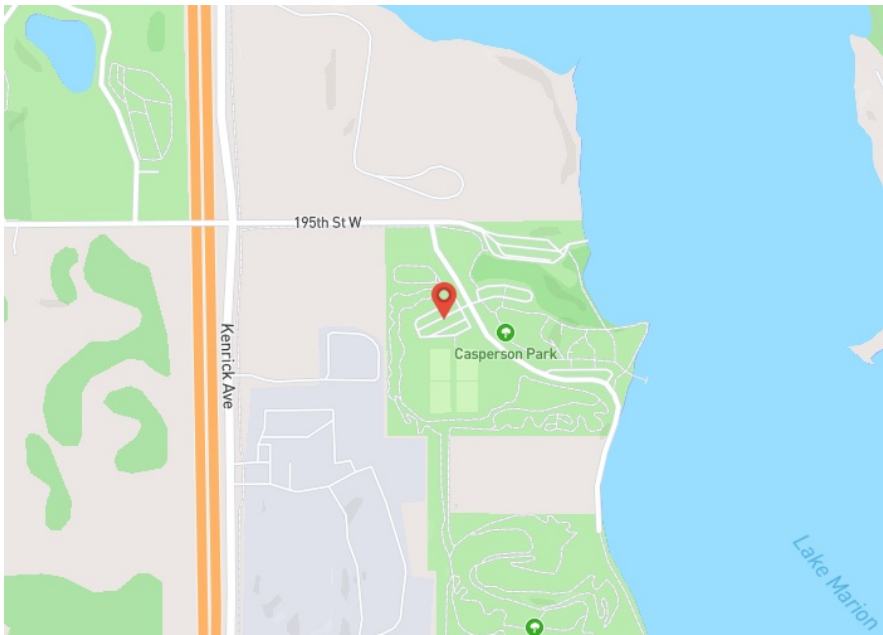
Description

Parking lot projects at Caspersen park includes paving the existing gravel lot used for soccer decks, the mountain bike course and overflow parking for the performance stage. By paving this lot, we anticipate increasing capacity by at least 20%.

Expenditures	2026	2027	2028	2029	2030	Total
Caspersen Park	300,000	0	0	0	0	300,000
Total	300,000	0	0	0	0	300,000

Funding Sources	2026	2027	2028	2029	2030	Total
Park Dedication Fund	300,000	0	0	0	0	300,000
Total	300,000	0	0	0	0	300,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # P-25
Project Name S.W. Corner of 210th Street & I-35

Total Project Cost \$1,000,000 Contact Joseph Masiarchin, Parks Director
Cost Type Parks Type New construction
Department Park Dedication

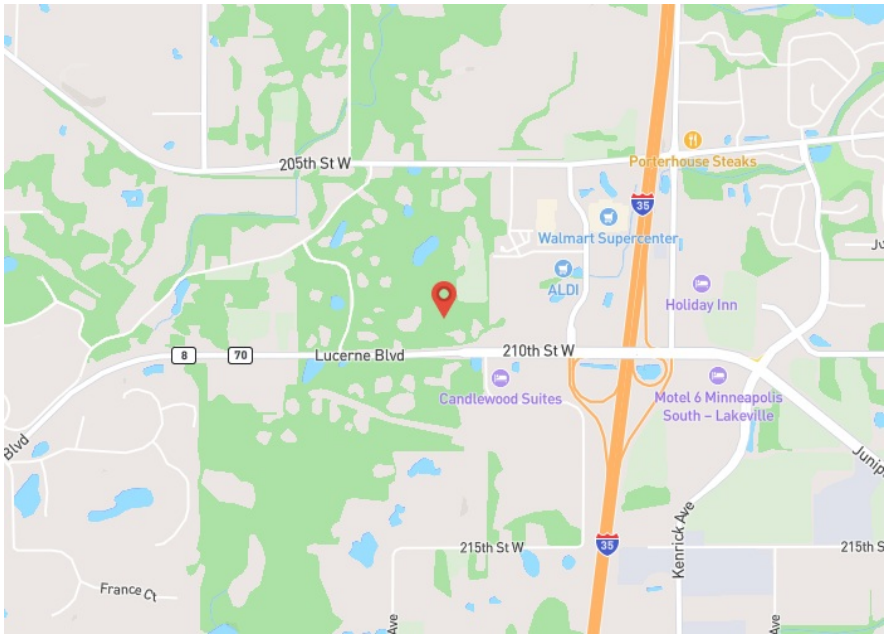
Description

The existing Parks, Trails and Open Spaces plan calls for a future neighborhood park in the area of 210th street and I-35.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Planning/Design	0	0	0	0	75,000	75,000	925,000
Total	0	0	0	0	75,000	75,000	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Park Dedication Fund	0	0	0	0	75,000	75,000	925,000
Total	0	0	0	0	75,000	75,000	

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # T-01
Project Name Technology - General Government

Total Project Cost \$238,586 Contact Trevor Stewart, IT Manager
Cost Type Technology Type Technology

Description

The Technology Fund accounts for the accumulation and disbursement of funds for the purchase of technology equipment for the City.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Technology - computers/hardware acquisitions	18,109	42,709	8,592	11,613	36,783	117,806	120,780
Total	18,109	42,709	8,592	11,613	36,783	117,806	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
Technology Fund	18,109	42,709	8,592	11,613	36,783	117,806	120,780
Total	18,109	42,709	8,592	11,613	36,783	117,806	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # T-02
Project Name Technology-Public Safety

Total Project Cost \$1,188,724 Contact Trevor Stewart, IT Manager
Cost Type Technology Type Technology

Description

The Technology Fund accounts for the accumulation and disbursement of funds for the purchase of technology equipment for the City.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Technology - computers/hardware acquisitions	167,489	71,335	123,022	199,705	41,561	603,112	585,612
Total	167,489	71,335	123,022	199,705	41,561	603,112	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
Technology Fund	167,489	71,335	123,022	199,705	41,561	603,112	585,612
Total	167,489	71,335	123,022	199,705	41,561	603,112	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # T-03
Project Name Technology-Public Works

Total Project Cost \$143,709 Contact Trevor Stewart, IT Manager
Cost Type Technology Type Technology

Description

The Technology Fund accounts for the accumulation and disbursement of funds for the purchase of technology equipment for the City.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Technology - computers/hardware acquisitions	24,044	8,451	6,084	20,109	13,579	72,267	71,442
Total	24,044	8,451	6,084	20,109	13,579	72,267	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
Technology Fund	24,044	8,451	6,084	20,109	13,579	72,267	71,442
Total	24,044	8,451	6,084	20,109	13,579	72,267	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # T-04
Project Name Technology-Arenas

Total Project Cost \$22,829 Contact Trevor Stewart, IT Manager
Cost Type Technology Type Technology

Description

The Technology Fund accounts for the accumulation and disbursement of funds for the purchase of technology equipment for Lakeville Arenas.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Technology - computers/hardware acquisitions	3,142	3,303	1,739	1,457	2,075	11,716	11,113
Total	3,142	3,303	1,739	1,457	2,075	11,716	
Funding Sources	2026	2027	2028	2029	2030	Total	Future
Arenas	3,142	3,303	1,739	1,457	2,075	11,716	11,113
Total	3,142	3,303	1,739	1,457	2,075	11,716	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # T-05
Project Name Technology-Communications

Total Project Cost \$19,420 Contact Trevor Stewart, IT Manager
Cost Type Technology Type Technology

Description

The Technology Fund accounts for the accumulation and disbursement of funds for the purchase of technology equipment for the City.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Technology - computers/hardware acquisitions	2,597	2,513	0	0	848	5,958	13,462
Total	2,597	2,513	0	0	848	5,958	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Communications Fund	2,597	2,513	0	0	848	5,958	13,462
Total	2,597	2,513	0	0	848	5,958	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # T-06
Project Name Technology-Liquor

Total Project Cost \$376,211 Contact Trevor Stewart, IT Manager
Cost Type Technology Type Technology

Description

The Technology Fund accounts for the accumulation and disbursement of funds for the purchase of technology equipment for the City.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Technology - IT infrastructure	51,500	53,045	54,636	0	0	159,181	123,673
Technology - computers/hardware acquisitions	7,045	68,636	570	0	17,106	93,357	
Total	58,545	121,681	55,206	0	17,106	252,538	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Liquor Fund	58,545	121,681	55,206	0	17,106	252,538	123,673
Total	58,545	121,681	55,206	0	17,106	252,538	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # T-07
Project Name Technology-Environmental Resources

Total Project Cost \$19,973 Contact Trevor Stewart, IT Manager
Cost Type Technology Type Technology

Description

The Technology Fund accounts for the accumulation and disbursement of funds for the purchase of technology equipment for the City.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Technology - computers/hardware acquisitions	0	4,010	4,383	0	848	9,241	10,732
Total	0	4,010	4,383	0	848	9,241	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Environmental Resources Fund	0	4,010	4,383	0	848	9,241	10,732
Total	0	4,010	4,383	0	848	9,241	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # T-08
Project Name Technology-Utilities

Total Project Cost \$66,116 Contact Trevor Stewart, IT Manager
Cost Type Technology Type Technology

Description

The Technology Fund accounts for the accumulation and disbursement of funds for the purchase of technology equipment for the City.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Technology - computers/hardware acquisitions	1,449	8,244	7,534	1,900	1,257	20,384	38,269
Technology - IT infrastructure	7,463	0	0	0	0	7,463	
Total	8,912	8,244	7,534	1,900	1,257	27,847	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Sanitary Sewer Operating Fund	4,456	4,122	3,767	950	629	13,924	38,269
Water Operating Fund	4,456	4,122	3,767	950	628	13,923	
Total	8,912	8,244	7,534	1,900	1,257	27,847	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # T-09
Project Name Technology- Parks & recreation

Total Project Cost \$113,064 Contact Trevor Stewart, IT Manager
Cost Type Technology Type Technology

Expenditures	2026	2027	2028	2029	2030	Total	Future
Technology - computers/hardware acquisitions	12,915	7,169	19,558	10,210	5,120	54,972	58,092
Total	12,915	7,169	19,558	10,210	5,120	54,972	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Technology Fund	12,915	7,169	19,558	10,210	5,120	54,972	58,092
Total	12,915	7,169	19,558	10,210	5,120	54,972	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # T-10
Project Name Technology-Network infrastructure

Total Project Cost \$2,648,110 Contact Trevor Stewart, IT Manager
Cost Type Technology Type Technology

Expenditures	2026	2027	2028	2029	2030	Total	Future
Technology - IT infrastructure	63,760	217,067	511,786	0	186,142	978,755	1,669,355
Total	63,760	217,067	511,786	0	186,142	978,755	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Technology Fund	45,497	130,067	373,786	0	137,142	686,492	1,669,355
Liquor Fund	9,795	47,000	74,000	0	26,000	156,795	
Water Operating Fund	3,044	14,500	23,000	0	8,000	48,544	
Sanitary Sewer Operating Fund	3,043	14,500	23,000	0	8,000	48,543	
Communications Fund	1,311	6,000	10,000	0	4,000	21,311	
Environmental Resources Fund	1,070	5,000	8,000	0	3,000	17,070	
Total	63,760	217,067	511,786	0	186,142	978,755	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # T-11
Project Name Technology-Miscellaneous

Total Project Cost \$126,657 Contact Trevor Stewart, IT Manager
Cost Type Technology Type Technology

Expenditures	2026	2027	2028	2029	2030	Total
Technology - IT other	5,150	116,043	5,464	0	0	126,657
Total	5,150	116,043	5,464	0	0	126,657

Funding Sources	2026	2027	2028	2029	2030	Total
Technology Fund	5,150	116,043	5,464	0	0	126,657
Total	5,150	116,043	5,464	0	0	126,657

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 22-16

Project Name Freight Rail Car Storage Facility

Total Project Cost \$8,350,000

Cost Type Transportation

Department Engineering

Contact Zach Johnson, City Engineer

Type Other

Funding Description Improvement Construction

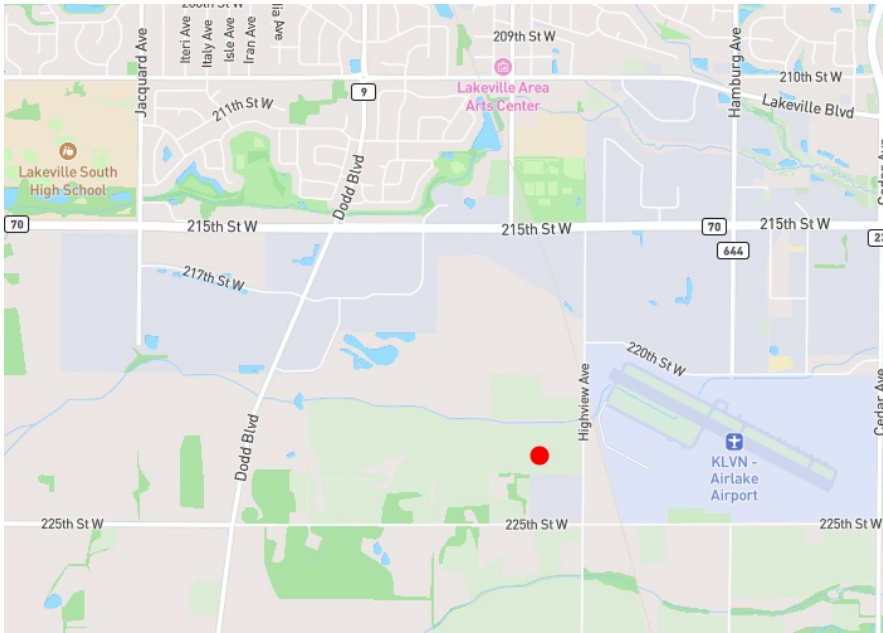
Description

Programmed for 2026 construction. The City was awarded \$750,000 in Federal Funding (Fiscal Year 2023) for engineering design and \$7,000,000 in State Funding for construction. Project includes construction of a 90-car storage yard, and a 30-car transload facility within the City's industrial parks, south of CSAH 70.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
150,000	Construction	8,200,000	0	0	0	0	8,200,000
	Total	8,200,000	0	0	0	0	8,200,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
150,000	Other funding- State	7,000,000	0	0	0	0	7,000,000
	Other funding- Federal	750,000	0	0	0	0	750,000
	Sanitary Sewer Trunk Fund	250,000	0	0	0	0	250,000
	Stormwater Infrastructure Fund	200,000	0	0	0	0	200,000
	Total	8,200,000	0	0	0	0	8,200,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 25-05

Project Name Holyoke/Highview Avenue Reconstruction

Total Project Cost \$10,115,000

Cost Type Transportation

Department Engineering

Contact Zach Johnson, City Engineer

Type Rehabilitation

Funding Description Municipal State Aid

Description

Phase I: Heritage Drive to South of 190th Street

Phase II: South of 190th Street to Dodd Boulevard/CSAH 9

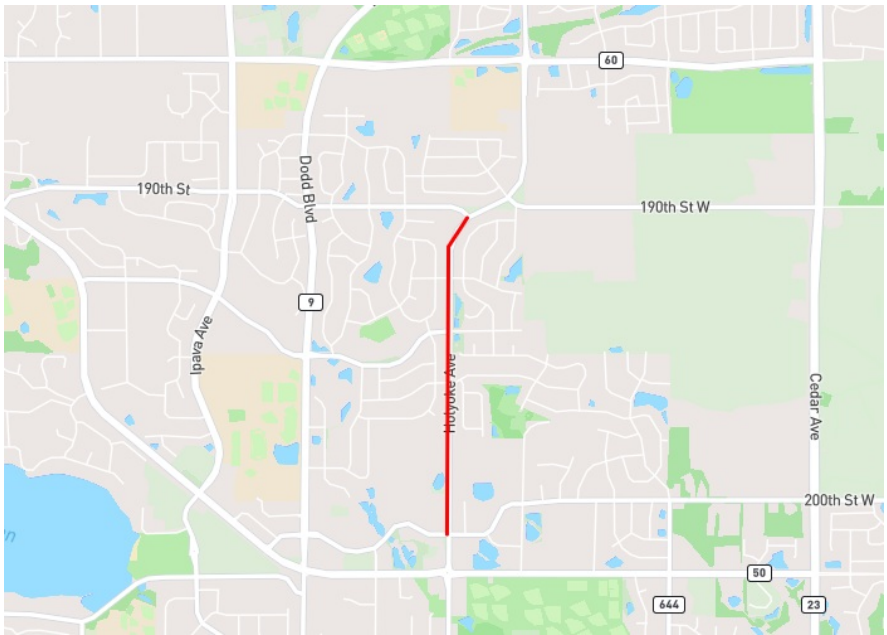
Phase I programmed for 2029 construction. Project includes road rehabilitation and modernization, intersection improvements and a pedestrian underpass.

Phase II programmed for 2032 construction. Project includes road rehabilitation and modernization and intersection improvements and a pedestrian underpass.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Construction	0	0	1,955,000	4,200,000	0	6,155,000	1,255,000
Construction- New trails	0	0	0	1,200,000	0	1,200,000	
Construction- Stormwater infrastructure (new)	0	0	0	1,035,000	0	1,035,000	
Trail costs (rehabilitation/reconstruction)	0	0	0	200,000	0	200,000	
Construction- Sanitary Sewer infrastructure (repair/replace)	0	0	0	145,000	0	145,000	
Construction- Water infrastructure (repair/replace)	0	0	0	75,000	0	75,000	
Streetlight costs	0	0	0	50,000	0	50,000	
Total	0	0	1,955,000	6,905,000	0	8,860,000	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Municipal State Aid	0	0	1,955,000	3,192,400	0	5,147,400	1,255,000
Park Dedication Fund	0	0	0	1,200,000	0	1,200,000	
Stormwater Infrastructure Fund	0	0	0	1,035,000	0	1,035,000	
Escrows	0	0	0	657,600	0	657,600	
MSA/MSA Bonds - Sp. Assess.	0	0	0	350,000	0	350,000	
Park & Trail Improvement Fund	0	0	0	200,000	0	200,000	
Sanitary Sewer Operating Fund	0	0	0	145,000	0	145,000	
Water Operating Fund	0	0	0	75,000	0	75,000	
Streetlight Operating Fund	0	0	0	50,000	0	50,000	
Total	0	0	1,955,000	6,905,000	0	8,860,000	

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 25-19

Project Name CSAH 9 Extension (to CSAH Standards)

Total Project Cost	\$1,000,000	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Extension
Department	Engineering	Funding Description	Improvement Construction
County Project #	97-231	SA/SAP #	N/A
JPA #	TBD		

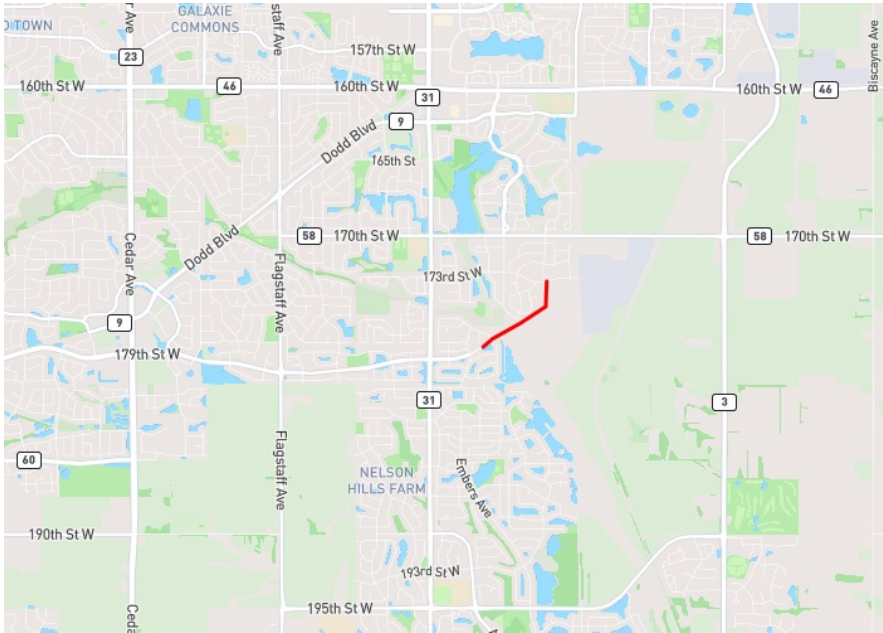
Description

Future CSAH 9 from a) Embers Avenue to Ellsworth Drive, and b) Eagleview Drive to Draft Horse Boulevard. The roadway improvements will be constructed with developer-installed public improvements with the Pheasant Run of Lakeville Eighth Addition and Brookeshire 4th Additions, respectively, to County State Aid Highway standards. The alignment is consistent with Alignment B (between Highview Avenue and MN-3), as identified in the East/West Corridor Preservation Study Phase 2 - Refinement of Preferred System Plan (2006)

Prior	Expenditures	2026	2027	2028	2029	2030	Total
500,000	Construction	500,000	0	0	0	0	500,000
Total		500,000	0	0	0	0	500,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
500,000	Dakota County	500,000	0	0	0	0	500,000
Total		500,000	0	0	0	0	500,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 26-04

Project Name CSAH 9 Modernization (210th St - CSAH 50)

Total Project Cost \$12,495,550

Cost Type Transportation

Department Engineering

County Project # 09-065

Contact Zach Johnson, City Engineer

Type Modernization

Funding Description Municipal State Aid

SA/SAP # TBD

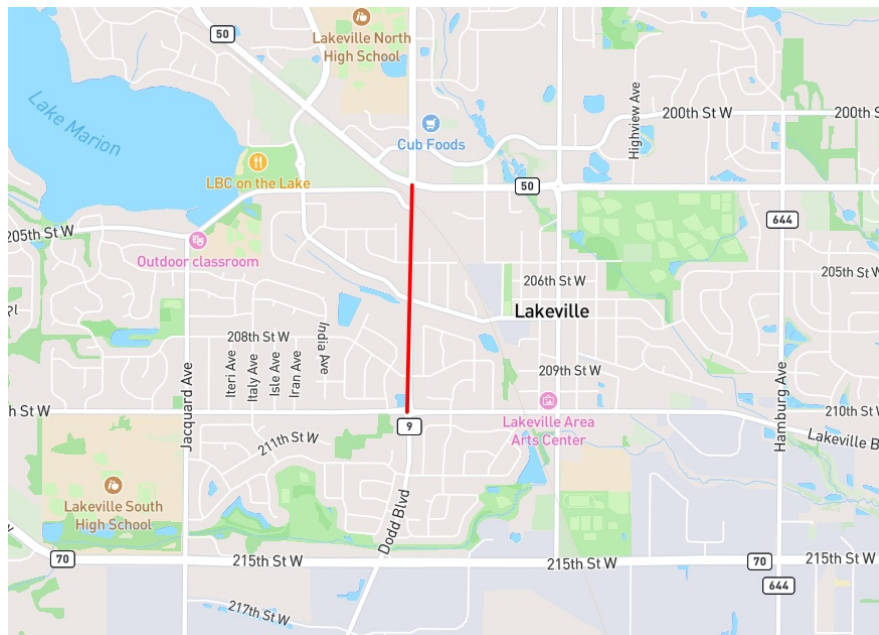
Description

Modernization of CSAH 9 (Dodd Boulevard) between 210th Street and CSAH 50 (202nd Street). Project includes a 2-lane divided highway and trails along both sides, with drainage and safety improvements.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
900,000	Construction	0	9,604,300	0	0	0	9,604,300
	Right of Way- Acquisition/Professional fees	1,991,250	0	0	0	0	1,991,250
	Total	1,991,250	9,604,300	0	0	0	11,595,550

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
900,000	Dakota County	1,721,250	7,989,300	0	0	0	9,710,550
	Municipal State Aid	270,000	917,971	0	0	0	1,187,971
	Escrows	0	292,029	0	0	0	292,029
	Stormwater Infrastructure Fund	0	250,000	0	0	0	250,000
	Park Dedication Fund	0	97,500	0	0	0	97,500
	General Fund	0	40,000	0	0	0	40,000
	Streetlight Operating Fund	0	10,000	0	0	0	10,000
	Sanitary Sewer Operating Fund	0	5,000	0	0	0	5,000
	Water Operating Fund	0	2,500	0	0	0	2,500
	Total	1,991,250	9,604,300	0	0	0	11,595,550

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project #	26-05		
Project Name	Interstate 35/CSAH 50 Interchange Reconstruction		
Total Project Cost	\$4,858,026	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Interchange Reconstruction
Department	Engineering	Funding Description	Municipal State Aid
County Project #	50-033	SA/SAP #	019-650-021

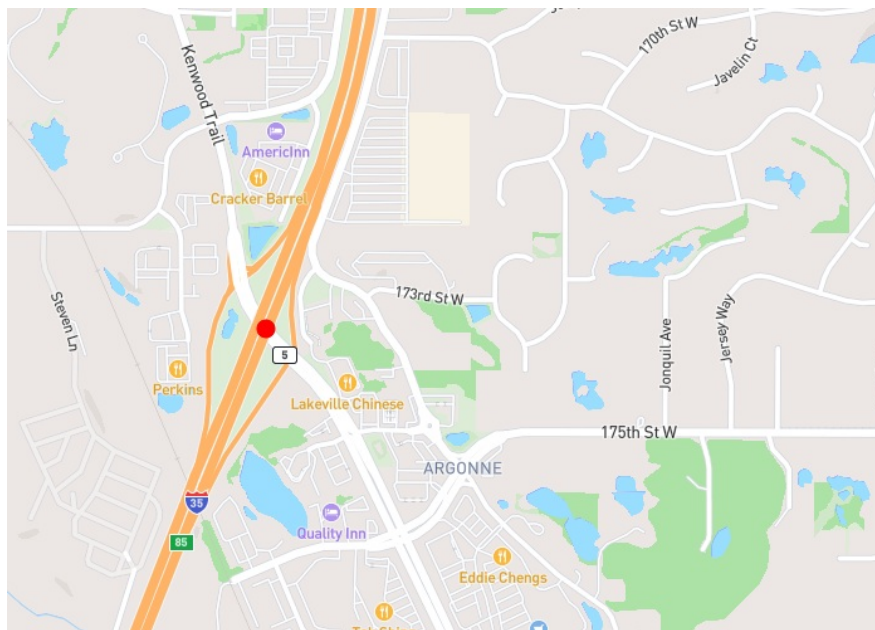
Description

Reconstruction of the interchange at I-35 and CSAH 5/50 (Kenwood Trail). The existing interchange is deficient in capacity, sight distance and turn lanes, resulting in delays and safety issues. This project includes replacement of the I-35 bridges over CSAH 5/50 and construction of a northbound auxiliary lane along I-35 between CSAH 5/50 and CSAH 46.

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	0	2,103,750	0	0	2,103,750
Dakota County (County share of repayment of 2017 and 2021/2022 RALF Loans)	0	0	1,478,161	0	0	1,478,161
MSA- Repay County Advance	0	0	0	840,263	0	840,263
Engineering/Design/Other costs	840,263	0	0	0	0	840,263
Municipal State Aid (City share of repayment of 2017 and 2021/2022 RALF loans)	0	0	260,852	0	0	260,852
Stormwater Infrastructure	0	0	135,000	0	0	135,000
Fiber Conduit (Park Dedication Fund)	0	0	10,000	0	0	10,000
Fiber conduit (Weather Siren)	0	0	10,000	0	0	10,000
Fiber Conduit (Lift Station)	0	0	10,000	0	0	10,000
Fiber conduit (Well/tower)	0	0	10,000	0	0	10,000
Dakota County- Advance funding of city share	0	0	0	-840,263	0	-840,263
Total	840,263	0	4,017,763	0	0	4,858,026

Funding Sources	2026	2027	2028	2029	2030	Total
Dakota County- Advance funding of city share	840,263	0	2,103,750	-840,263	0	2,103,750
Dakota County	0	0	1,478,161	0	0	1,478,161
Municipal State Aid	0	0	260,852	840,263	0	1,101,115
Stormwater Infrastructure Fund	0	0	135,000	0	0	135,000
General Fund	0	0	10,000	0	0	10,000
Park Dedication Fund	0	0	10,000	0	0	10,000
Water Trunk Fund	0	0	10,000	0	0	10,000
Sanitary Sewer Trunk Fund	0	0	10,000	0	0	10,000
Total	840,263	0	4,017,763	0	0	4,858,026

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 26-06
Project Name CSAH 50 and Hamburg Avenue RAB

Total Project Cost	\$30,000	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Roundabout
Department	Engineering	Funding Description	Municipal State Aid
County Project #	50-037	SA/SAP #	019-650-024
JPA #	DCA22893		

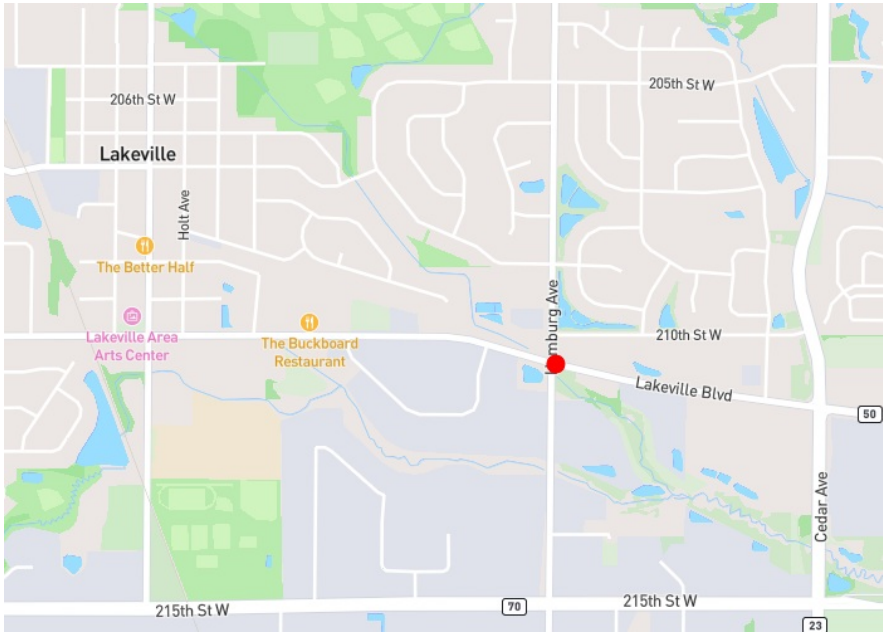
Description

Programmed for 2026 construction as a single-lane roundabout. Dakota County responsible for 100% of project cost per future Joint Powers Agreement. City is only anticipating contributing costs toward streetlights at this time.

Expenditures	2026	2027	2028	2029	2030	Total
Streetlight costs	30,000	0	0	0	0	30,000
Total	30,000	0	0	0	0	30,000

Funding Sources	2026	2027	2028	2029	2030	Total
Streetlight Operating Fund	30,000	0	0	0	0	30,000
Total	30,000	0	0	0	0	30,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project #	26-07
Project Name	CSAH 60 Alignment Study (CSAH 23 - Flagstaff Ave)

Total Project Cost	\$94,500	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Other
Department	Engineering	Funding Description	Pavement Management
County Project #	97-229	SA/SAP #	N/A

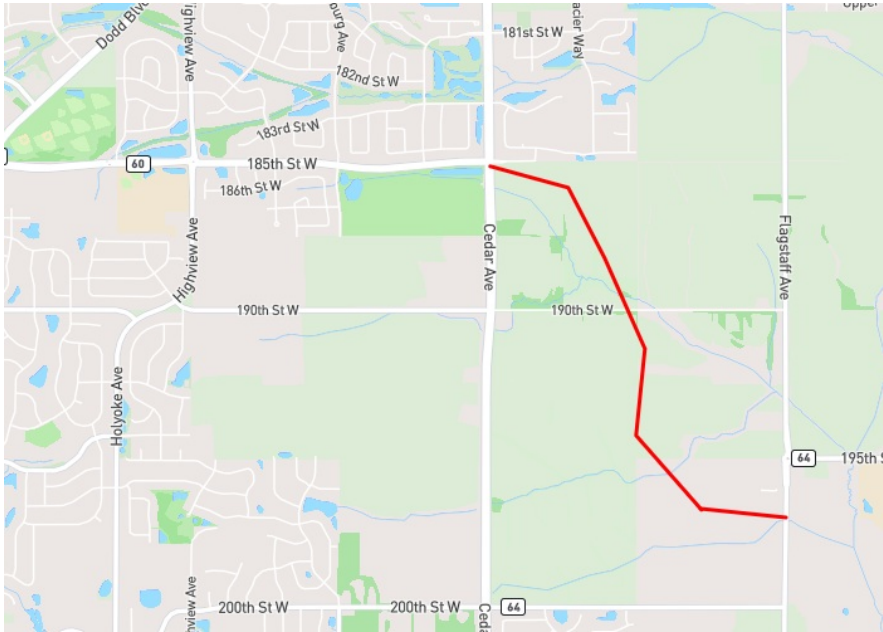
Description

Preliminary engineering for future County Highway alignment between the intersections of CSAH 23 (Cedar Avenue)/CSAH 60 (185th Street) and CR 64 (195th Street)/Flagstaff Avenue. The corridor study will recommend preferred alignments.

Expenditures	2026	2027	2028	2029	2030	Total
Engineering/Design/Other costs	94,500	0	0	0	0	94,500
Total	94,500	0	0	0	0	94,500

Funding Sources	2026	2027	2028	2029	2030	Total
Pavement Management Fund	94,500	0	0	0	0	94,500
Total	94,500	0	0	0	0	94,500

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 26-08
Project Name CSAH 50/CSAH 60 RAB Modifications

Total Project Cost	\$1	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Maintenance/Improvement
Department	Engineering	Funding Description	Municipal State Aid
County Project #	50-038	SA/SAP #	TBD
JPA #	TBD		

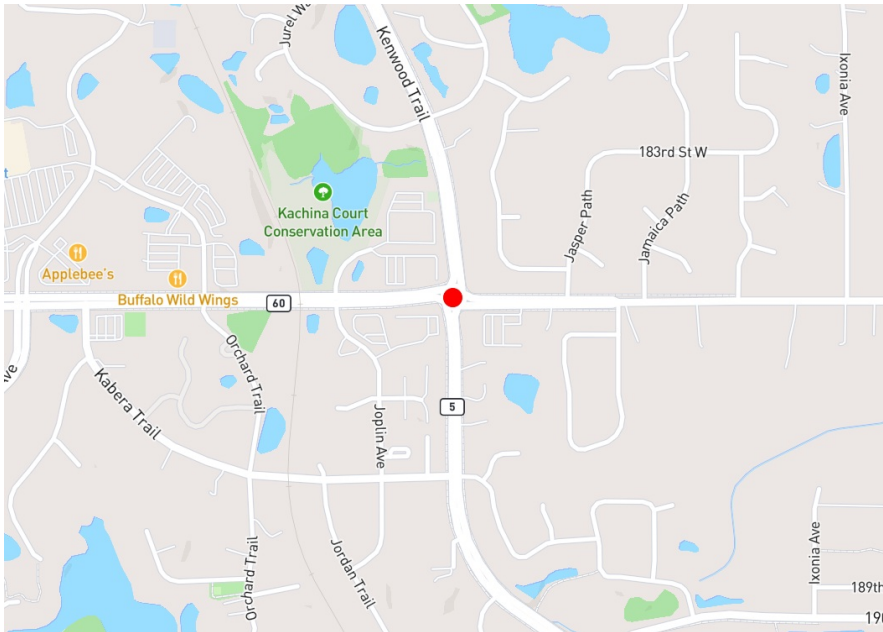
Description

County-led safety improvement designed to improve pedestrian, bicyclist and vehicle safety. Project includes pavement markings and sign modifications.

Expenditures	2026	2027	2028	2029	2030	Total
Construction	1	0	0	0	0	1
Total	1	0	0	0	0	1

Funding Sources	2026	2027	2028	2029	2030	Total
Municipal State Aid	1	0	0	0	0	1
Total	1	0	0	0	0	1

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 26-15

Project Name Lake Marion Greenway

Total Project Cost \$8,272,500

Cost Type Transportation

Department Park Dedication

County Project # 2000453

JPA # TBD

Contact Zach Johnson, City Engineer

Type Greenway

Funding Description Park Dedication Fund

SA/SAP # N/A

Description

Trail improvements to existing local network in coordination with jurisdictional transfer to Dakota County for Lake Marion Greenway.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
190,000	Segment A-Ritter Farm Park to Downtown	3,600,000	0	0	0	0	3,600,000
	Segment C- Downtown to Cedar Ave	0	0	0	325,000	1,800,000	2,125,000
	Segment D- Murphy Hanrehan Park to Ritter Farm Park	0	0	0	80,000	1,080,000	1,160,000
	Lake Marion Greenway Trailhead Shelter/Restrooms	650,000	0	0	0	0	650,000
	Segment E- CSAH 23 to CSAH 31	0	0	150,000	0	0	150,000
	Ritter Farm parking lot/roadway improvements	150,000	0	0	0	0	150,000
	Fiber Conduit (Park Dedication Fund)	90,000	0	0	0	0	90,000
	Fiber Conduit (Lift Station)	90,000	0	0	0	0	90,000
	Segment B- Downtown	0	67,500	0	0	0	67,500
	Total	4,580,000	67,500	150,000	405,000	2,880,000	8,082,500

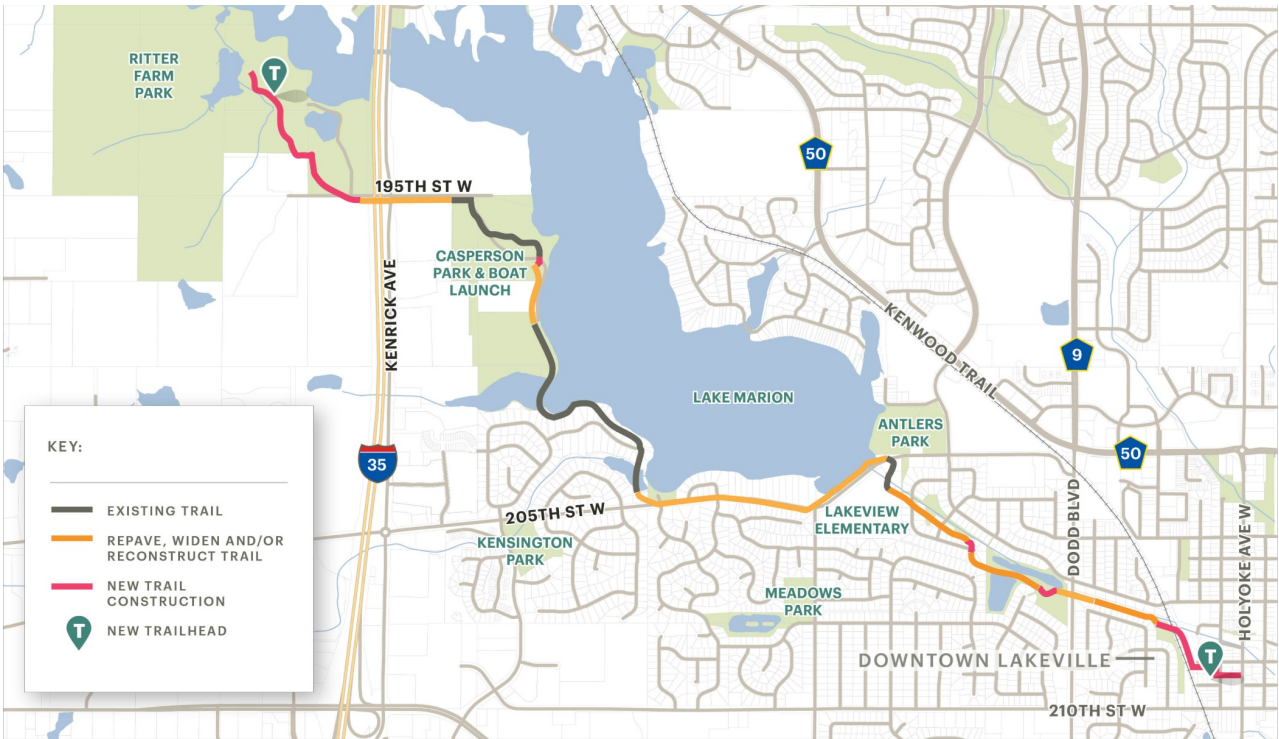
Prior	Funding Sources	2026	2027	2028	2029	2030	Total
190,000	Dakota County	1,953,000	0	0	344,250	2,448,000	4,745,250
	Other funding- State	2,047,000	0	0	0	0	2,047,000
	Park Dedication Fund	490,000	0	150,000	60,750	432,000	1,132,750
	Sanitary Sewer Trunk Fund	90,000	0	0	0	0	90,000
	Pavement Management Fund	0	67,500	0	0	0	67,500
	Total	4,580,000	67,500	150,000	405,000	2,880,000	8,082,500

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project #	26-15	Contact	Zach Johnson, City Engineer
Project Name	Lake Marion Greenway	Cost Type	Transportation



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 27-05
Project Name CSAH 5 and Kenyon Avenue Traffic Signal

Total Project Cost	\$472,500	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Traffic Signal
Department	Engineering	Funding Description	Municipal State Aid
County Project #	05-060	SA/SAP #	TBD
JPA #	TBD		

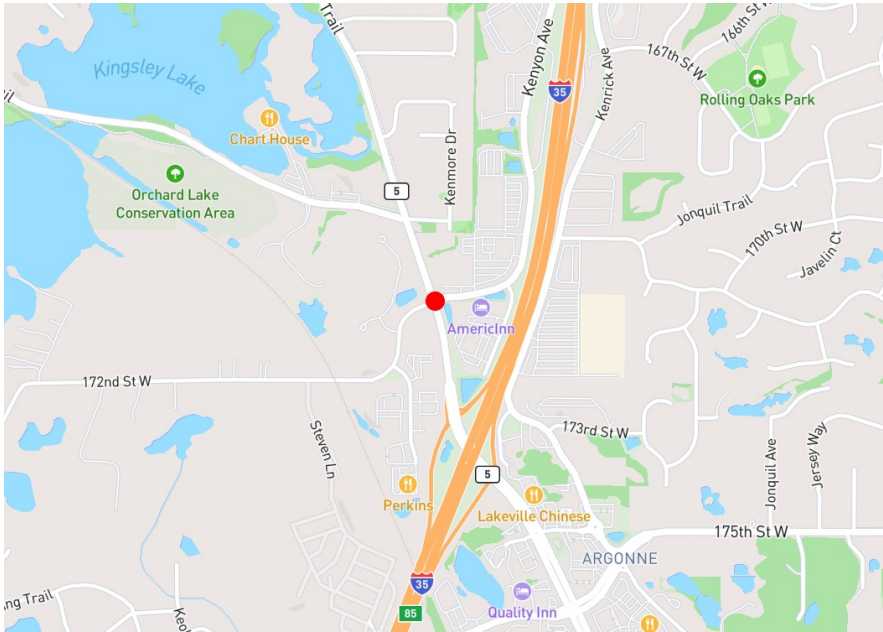
Description

New traffic signal designed to alleviate congestion and optimize intersection operations. County-led project includes geometric improvements and pavement markings. City cost-share per Dakota County Highway Cost Share Policy F.4.1 (Dakota County 2040 Transportation Plan),

Prior	Expenditures	2026	2027	2028	2029	2030	Total
67,500	Construction	0	405,000	0	0	0	405,000
Total		0	405,000	0	0	0	405,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
67,500	Municipal State Aid	0	405,000	0	0	0	405,000
Total		0	405,000	0	0	0	405,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 27-06

Project Name CSAH 31 and CSAH 46 Traffic Signal

Total Project Cost	\$1	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Traffic Signal
Department	Engineering	Funding Description	Municipal State Aid
County Project #	31-125	SA/SAP #	TBD
JPA #	TBD		

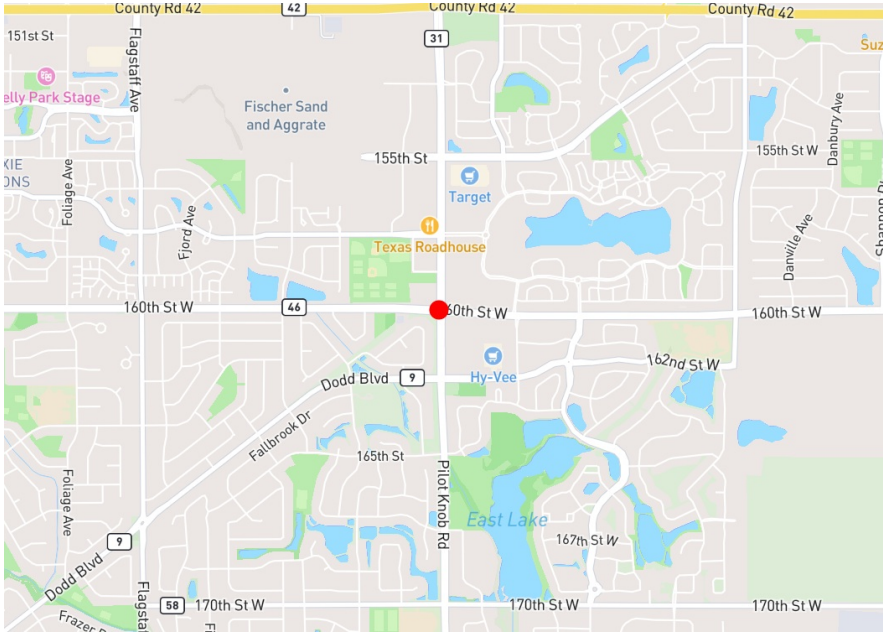
Description

Replacement of existing traffic signal that is approaching the end of its useful life. City cost-share per Dakota County Highway Cost Share Policy F.4.2 (Dakota County 2040 Transportation Plan).

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	1	0	0	0	1
Total	0	1	0	0	0	1

Funding Sources	2026	2027	2028	2029	2030	Total
Municipal State Aid	0	1	0	0	0	1
Total	0	1	0	0	0	1

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 27-07
Project Name CSAH 60 and Orchard Trail Traffic Signal

Total Project Cost	\$476,156	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Traffic Signal
Department	Engineering	Funding Description	Municipal State Aid
County Project #	60-029	SA/SAP #	TBD
JPA #	TBD		

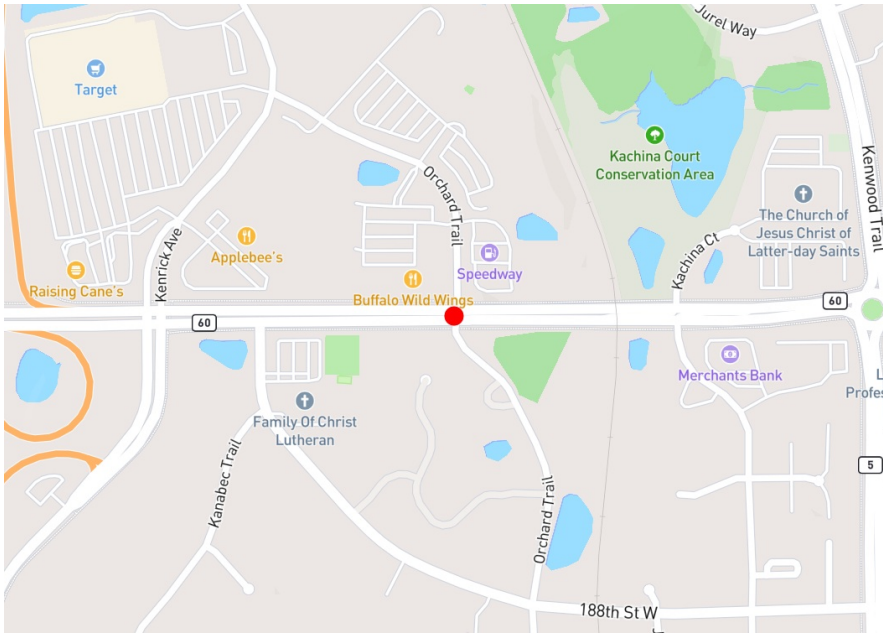
Description

New traffic signal designed to alleviate congestion and optimize intersection operations. County-led project includes geometric improvements and pavement markings. City cost-share per Dakota County Highway Cost Share Policy F.4.1 (Dakota County 2040 Transportation Plan)

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	396,000	0	0	0	396,000
Traffic signal- Design/ROW	80,156	0	0	0	0	80,156
Total	80,156	396,000	0	0	0	476,156

Funding Sources	2026	2027	2028	2029	2030	Total
Municipal State Aid	80,156	396,000	0	0	0	476,156
Total	80,156	396,000	0	0	0	476,156

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 27-09

Project Name CSAH 23 M&O (CSAH 9 to CSAH 42)

Total Project Cost	\$1	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Maintenance
Department	Engineering	Funding Description	Municipal State Aid
County Project #	23-088	SA/SAP #	TBD

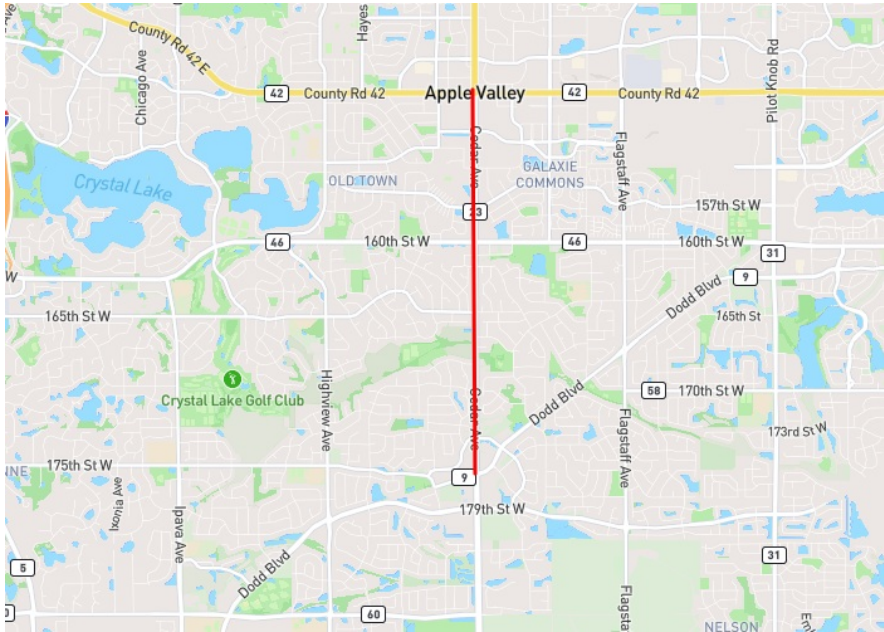
Description

Mill and overlay of CSAH 23 (Cedar Avenue) from CSAH 9 (179th Street) to CSAH 42 (150th Street).The project will include pavement preservation and ADA improvements.

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	1	0	0	0	1
Total	0	1	0	0	0	1

Funding Sources	2026	2027	2028	2029	2030	Total
Municipal State Aid	0	1	0	0	0	1
Total	0	1	0	0	0	1

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 27-11
Project Name CSAH 9 and Glacier Way Traffic Signal

Total Project Cost	\$1,093,751	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Traffic Signal
Department	Engineering	Funding Description	Municipal State Aid
County Project #	09-069	SA/SAP #	TBD
JPA #	TBD		

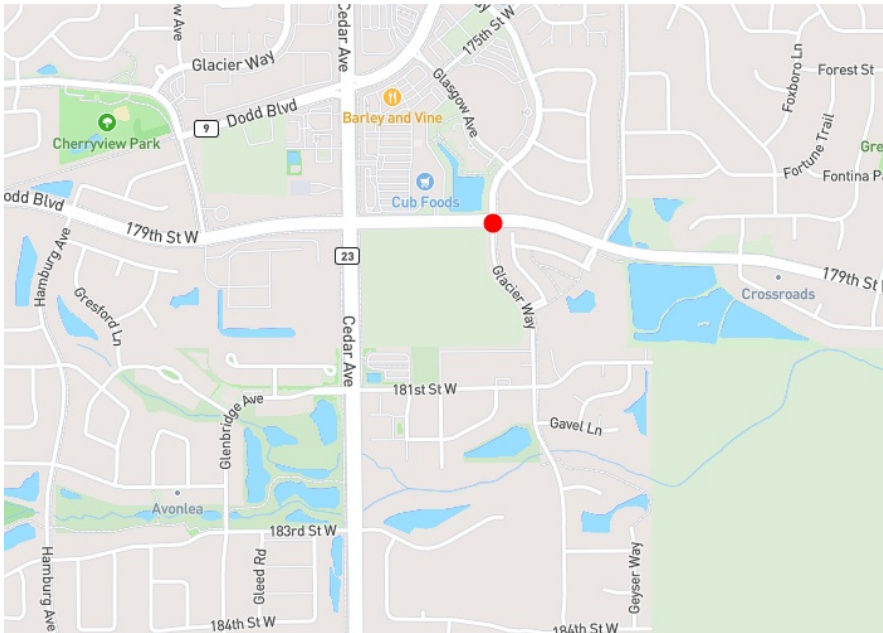
Description

New traffic signal designed to alleviate congestion and optimize intersection operations. City-led project includes geometric improvements and pavement markings. City cost-share per Dakota County Highway Cost Share Policy F.4.1 (Dakota County 2040 Transportation Plan)

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	880,000	0	0	0	880,000
Traffic signal- Design/ROW	213,751	0	0	0	0	213,751
Total	213,751	880,000	0	0	0	1,093,751

Funding Sources	2026	2027	2028	2029	2030	Total
Dakota County	117,563	484,000	0	0	0	601,563
Municipal State Aid	96,188	326,000	0	0	0	422,188
Escrows	0	70,000	0	0	0	70,000
Total	213,751	880,000	0	0	0	1,093,751

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 28-04
Project Name CSAH 9/Dodd Blvd Modernization (215th St-210th St)

Total Project Cost	\$5,800,000	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Modernization
Department	Engineering	Funding Description	Municipal State Aid
County Project #	09-067	SA/SAP #	TBD

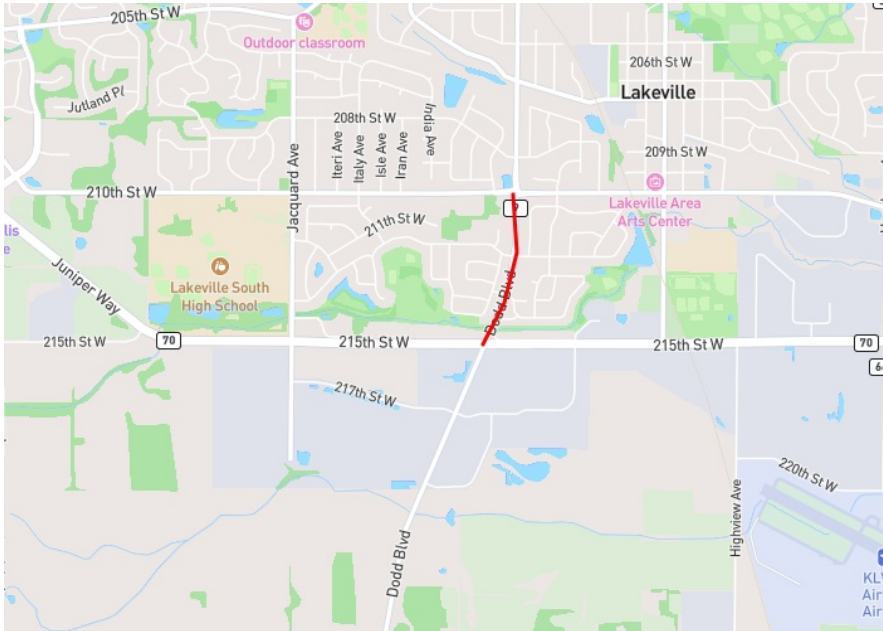
Description

Modernization of CSAH 9 (Dodd Boulevard) between CSAH 70 (215th Street) and 210th Street. Project includes a 2-lane divided highway and trails along both sides, with drainage and safety improvements. City cost-share per Dakota County Highway Cost Share Policy F.1 (Dakota County 2040 Transportation Plan).

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	0	4,400,000	0	0	4,400,000
Right of Way- Acquisition/Professional fees	0	750,000	0	0	0	750,000
Engineering/Design/Other costs	650,000	0	0	0	0	650,000
Total	650,000	750,000	4,400,000	0	0	5,800,000

Funding Sources	2026	2027	2028	2029	2030	Total
Dakota County	552,500	637,500	3,740,000	0	0	4,930,000
Municipal State Aid	97,500	112,500	434,000	0	0	644,000
Escrows	0	0	196,000	0	0	196,000
Park Dedication Fund	0	0	30,000	0	0	30,000
Total	650,000	750,000	4,400,000	0	0	5,800,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 28-06
Project Name CSAH 46 and Foliage Avenue Traffic Signal

Total Project Cost	\$260,156	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Traffic Signal
Department	Engineering	Funding Description	Municipal State Aid
County Project #	46-065	SA/SAP #	TBD
JPA #	TBD		

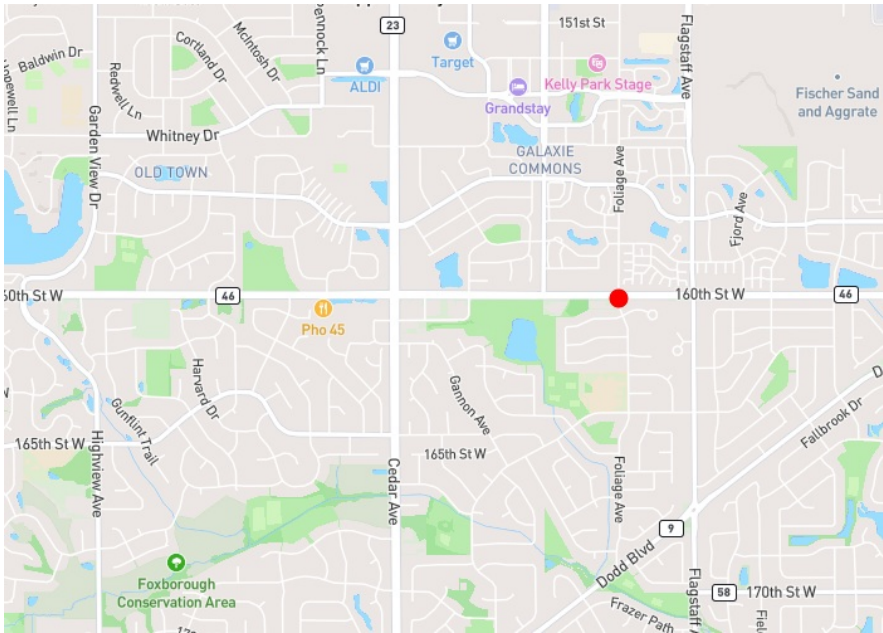
Description

Replacement of existing traffic signal that is approaching the end of its useful life. City cost-share per Dakota County Highway Cost Share Policy F.4.2 (Dakota County 2040 Transportation Plan).

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	0	253,125	0	0	253,125
Traffic signal- Design/ROW	0	7,031	0	0	0	7,031
Total	0	7,031	253,125	0	0	260,156

Funding Sources	2026	2027	2028	2029	2030	Total
Municipal State Aid	0	7,031	253,125	0	0	260,156
Total	0	7,031	253,125	0	0	260,156

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 28-07
Project Name CSAH 46 and Galaxie Avenue Traffic Signal

Total Project Cost	\$267,187	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Traffic Signal
Department	Engineering	Funding Description	Municipal State Aid
County Project #	46-064	SA/SAP #	TBD
JPA #	TBD		

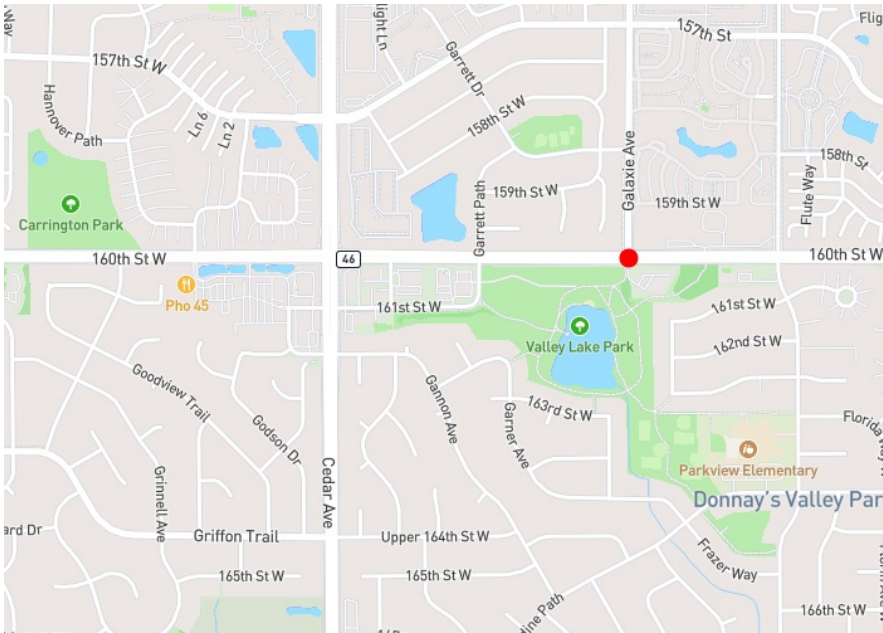
Description

Replacement of existing traffic signal that is approaching the end of its useful life. City cost-share per Dakota County Highway Cost Share Policy F.4.2 (Dakota County 2040 Transportation Plan).

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	0	253,125	0	0	253,125
Traffic signal- Design/ROW	0	14,062	0	0	0	14,062
Total	0	14,062	253,125	0	0	267,187

Funding Sources	2026	2027	2028	2029	2030	Total
Municipal State Aid	0	14,062	253,125	0	0	267,187
Total	0	14,062	253,125	0	0	267,187

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 29-04

Project Name CSAH 9 Improvements at 194th St & 190th St

Total Project Cost	\$1,944,938	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Maintenance/Improvement
Department	Engineering	Funding Description	Municipal State Aid
County Project #	09-068	SA/SAP #	TBD
JPA #	TBD		

Description

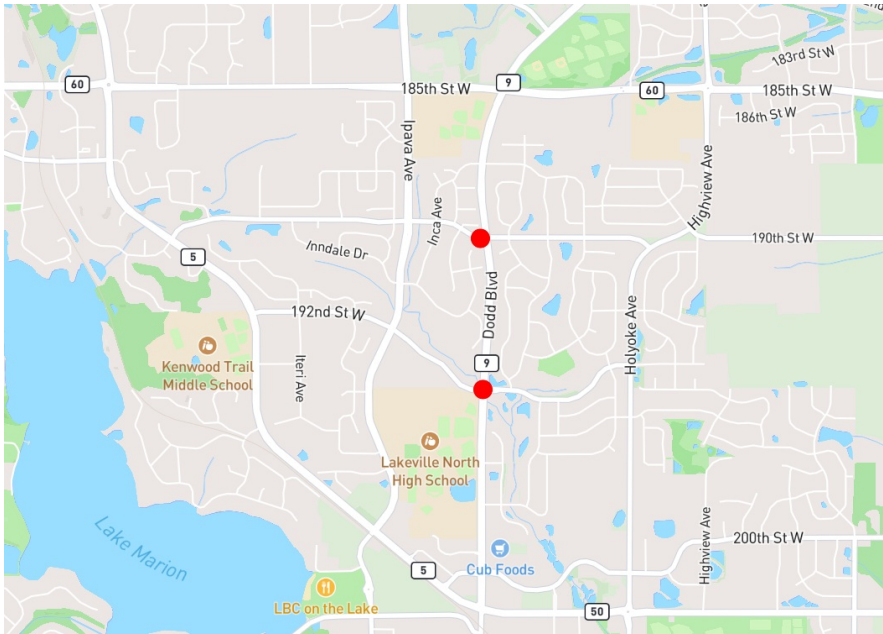
Construction of new intersection control at the CSAH 9 (Dodd Boulevard) and 194th Street/Indiana Avenue intersection. City cost-share per Dakota County Highway Cost Share Policy F.4/F.13 (Dakota County 2040 Transportation Plan).

Construction of directional access median at the CSAH 9 (Dodd Boulevard) and 190th Street intersection. City cost-share per Dakota County Highway Cost Share Policy F.15 (Dakota County 2040 Transportation Plan).

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	0	0	1,701,000	0	1,701,000
Engineering/Design/Other costs	0	168,000	0	0	0	168,000
Right of Way- Acquisition/Professional fees	0	0	75,938	0	0	75,938
Total	0	168,000	75,938	1,701,000	0	1,944,938

Funding Sources	2026	2027	2028	2029	2030	Total
Municipal State Aid	0	168,000	75,938	1,701,000	0	1,944,938
Total	0	168,000	75,938	1,701,000	0	1,944,938

Location



Capital Improvement Plan

Lakeville, MN

Total Project Cost	\$31,500	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Other
Department	Engineering	Funding Description	Municipal State Aid
County Project #	23-089	SA/SAP #	N/A

Preliminary engineering for CSAH 23 (Cedar Avenue) from Griffon Trail/Upper 164th Street to 135th Street. The corridor study will determine best practices to manage future traffic growth, and recommend pedestrian and corridor safety improvements, and potential grade-separated intersections.

Funding Sources	2026	2027	2028	2029	2030	Total
Municipal State Aid	0	0	0	31,500	0	31,500
Total	0	0	0	31,500	0	31,500

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 30-05
Project Name CSAH 46 and Lac Lavon/Interlachen Traffic Signal

Total Project Cost	\$638,437	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Traffic Signal
Department	Engineering	Funding Description	Municipal State Aid
County Project #	46-066	SA/SAP #	TBD
JPA #	TBD		

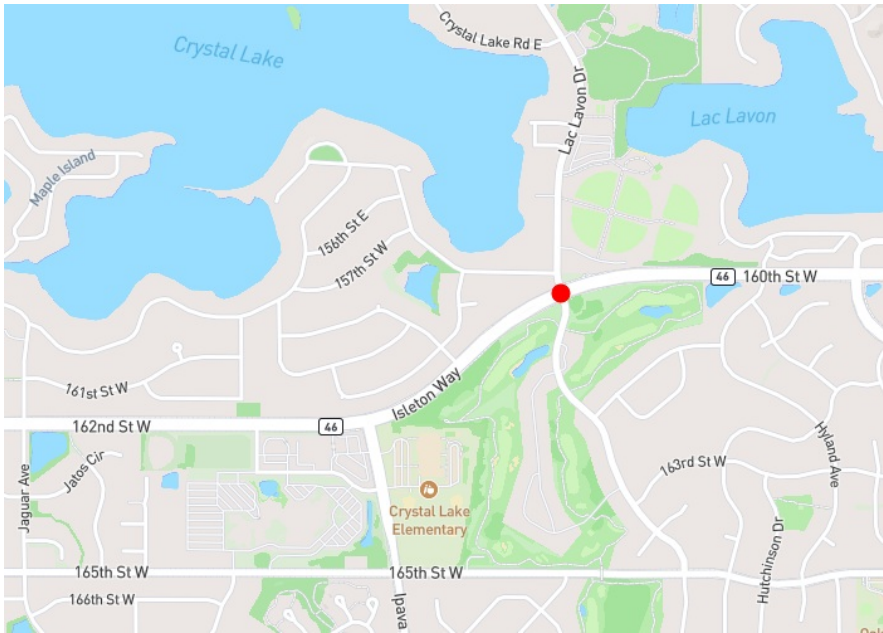
Description

Replacement of existing traffic signal that is approaching the end of its useful life. City cost-share per Dakota County Highway Cost Share Policy F.4.2 (Dakota County 2040 Transportation Plan).

Expenditures	2026	2027	2028	2029	2030	Total
Construction	0	0	0	0	534,375	534,375
Traffic signal- Design/ROW	0	0	104,062	0	0	104,062
Total	0	0	104,062	0	534,375	638,437

Funding Sources	2026	2027	2028	2029	2030	Total
Municipal State Aid	0	0	104,062	0	534,375	638,437
Total	0	0	104,062	0	534,375	638,437

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 31-05

Project Name CSAH 50 and Iberia Avenue Traffic Safety Mgmt

Total Project Cost	\$1,782,500	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Maintenance/Improvement
Department	Engineering	Funding Description	Municipal State Aid
County Project #	50-XXX	SA/SAP #	TBD
JPA #	TBD		

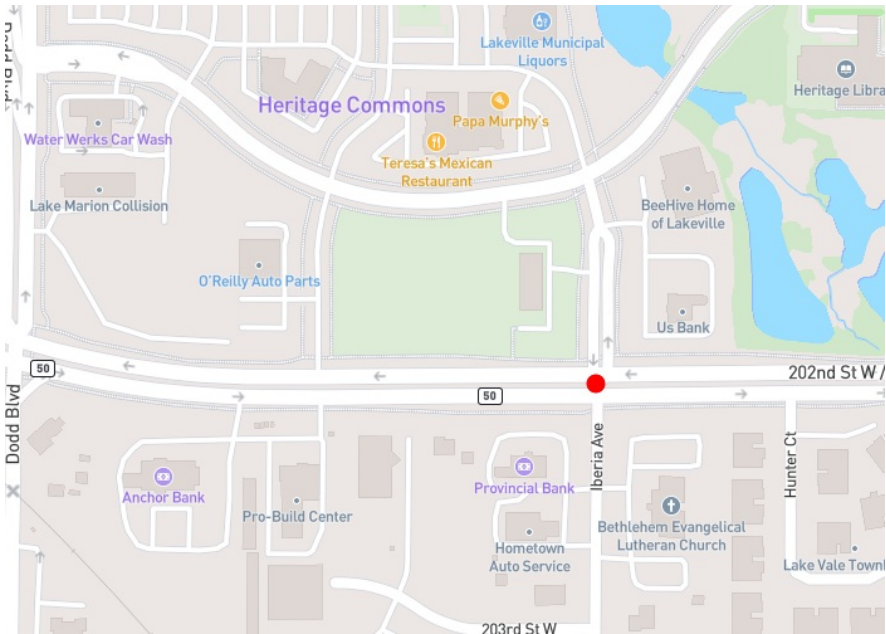
Description

Construction of traffic safety management improvements at CSAH 50 (202nd Street) and Iberia Avenue intersection.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Engineering/Design/Other costs	0	0	0	140,000	0	140,000	1,575,000
Right of Way- Acquisition/Professional fees	0	0	0	0	67,500	67,500	
Total	0	0	0	140,000	67,500	207,500	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Municipal State Aid	0	0	0	140,000	67,500	207,500	1,575,000
Total	0	0	0	140,000	67,500	207,500	

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 31-09

Project Name CSAH 60 and Judicial Road Traffic Signal

Total Project Cost	\$300,000	Contact	Zach Johnson, City Engineer
Cost Type	Transportation	Type	Traffic Signal
Department	Engineering	Funding Description	Municipal State Aid
County Project #	60-XXX	SA/SAP #	TBD
JPA #	TBD		

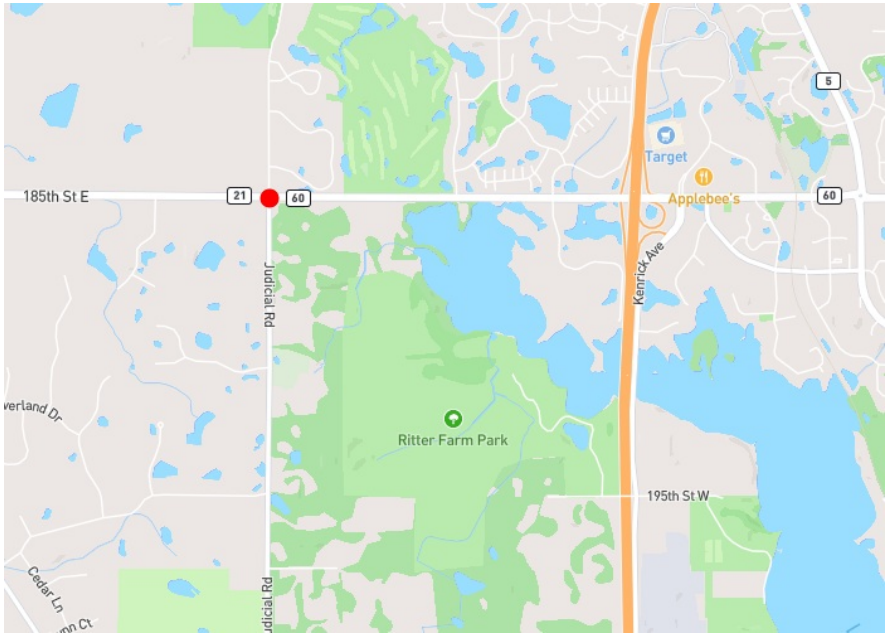
Description

- New traffic signal system designed to alleviate congestion and optimize intersection operations.
- Includes geometric improvements and pavement markings.
- City-led project
- Owned/maintained by Dakota County/Scott County

Expenditures	2026	2027	2028	2029	2030	Total	Future
Traffic signal- Design/ROW	0	0	0	50,000	0	50,000	250,000
Total	0	0	0	50,000	0	50,000	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Municipal State Aid	0	0	0	50,000	0	50,000	250,000
Total	0	0	0	50,000	0	50,000	

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # XX-01

Project Name Pavement Management - Maintenance

Total Project Cost \$33,235,500 Contact Steve Ferraro, Public Works Coordinator

Cost Type Transportation Type Maintenance

Department Construction Services Funding Description Pavement Management

Description

Annual preventive maintenance program designed to protect the City's investment in public street/road infrastructure assets. Best management practices include crack sealing, seal coating, surface sealing, mill and overlay and roadway patching. Associated maintenance activities such as curb and gutter repair, drain tile repair, pavement marking painting, and stormwater infrastructure repair are included. Maintenance is financed primarily through property taxes. A portion of the City's annual Municipal State Aid (MSA) allotment is applied toward street/road maintenance, with the remaining MSA balance applied toward MSA-designated projects and debt payments on previously issued bonds supporting these projects. The remaining principal and interest balances due on MSA-supported bonds at the end of 2025 will be \$3,045,000. The final principal payment will be made in 2036.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
2,650,500	Patching & Minor Overlays	1,710,000	1,760,000	1,830,000	1,900,000	1,935,000	9,135,000	16,180,000
	Surface Sealing	375,000	375,000	375,000	375,000	375,000	1,875,000	
	Crack Seal	200,000	200,000	200,000	200,000	225,000	1,025,000	
	Construction- Sanitary Sewer infrastructure (repair/replace)	100,000	100,000	100,000	100,000	100,000	500,000	
	Construction- Water infrastructure (repair/replace)	100,000	100,000	100,000	100,000	100,000	500,000	
	Sidewalk ADA	65,000	65,000	65,000	65,000	65,000	325,000	
	Safety Improvements	50,000	50,000	50,000	50,000	50,000	250,000	
	Velocity Patching	35,000	50,000	50,000	50,000	50,000	235,000	
	Concrete Curb & Draintile	30,000	30,000	30,000	30,000	40,000	160,000	
	County Road Stormwater Infrastructure	30,000	30,000	30,000	30,000	30,000	150,000	
	Eclipse Ave Outlot A to Greenway	150,000	0	0	0	0	150,000	
	Bridge Inspections & Repairs	20,000	20,000	20,000	20,000	20,000	100,000	
	Total	2,865,000	2,780,000	2,850,000	2,920,000	2,990,000	14,405,000	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
2,650,500	Pavement Management Fund	2,515,000	2,580,000	2,650,000	2,720,000	2,790,000	13,255,000	16,180,000
	Sanitary Sewer Operating Fund	100,000	100,000	100,000	100,000	100,000	500,000	
	Water Operating Fund	100,000	100,000	100,000	100,000	100,000	500,000	
	Park Dedication Fund	150,000	0	0	0	0	150,000	
	Total	2,865,000	2,780,000	2,850,000	2,920,000	2,990,000	14,405,000	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # XX-02

Project Name Street Reconstruction

Total Project Cost \$24,407,500

Cost Type Transportation

Department Construction Services

Contact Steve Ferraro, Public Works Coordinator

Type Reconstruction/Maintenance

Funding Description Improvement Construction

Description

Annual program designed to extend street life, minimize total life cycle costs, and improve local streets when routine maintenance costs exceed the cost-benefit of the investment or streets approach the end of their life cycle. Citywide OCI goal for local streets is 75. Both rehabilitation (surface sealing/mill and overlay) and reconstruction (reclamation) practices are utilized.

Expenditures	2026	2027	2028	2029	2030	Total
Construction	3,580,000	3,682,500	4,690,000	4,320,000	4,010,000	20,282,500
Construction- Water infrastructure (repair/replace)	470,000	470,000	470,000	470,000	470,000	2,350,000
Construction- Sanitary Sewer infrastructure (repair/replace)	250,000	250,000	250,000	250,000	250,000	1,250,000
Construction- Stormwater infrastructure (new)	105,000	105,000	105,000	105,000	105,000	525,000
Total	4,405,000	4,507,500	5,515,000	5,145,000	4,835,000	24,407,500

Funding Sources	2026	2027	2028	2029	2030	Total
G.O. Improvement Bonds - Taxes (Streets)	3,580,000	3,682,500	3,790,000	3,900,000	4,010,000	18,962,500
Water Operating Fund	470,000	470,000	470,000	470,000	470,000	2,350,000
G.O. Improvement Bonds - Sp. Assess.	0	0	900,000	420,000	0	1,320,000
Sanitary Sewer Operating Fund	250,000	250,000	250,000	250,000	250,000	1,250,000
Stormwater Infrastructure Fund	105,000	105,000	105,000	105,000	105,000	525,000
Total	4,405,000	4,507,500	5,515,000	5,145,000	4,835,000	24,407,500

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # XX-03
Project Name Collector Roadway Rehabilitation

Total Project Cost \$10,266,527 Contact Zach Johnson, City Engineer
Cost Type Transportation Type Rehabilitation
Department Engineering Funding Description Improvement Construction

Description

Annual program designed to extend roadway life, minimize total life cycle costs, or improve collector/arterial roads when routine maintenance costs exceed the cost-benefit of the investment or roads approach the end of their life cycle. Citywide OCI goal for collector/arterial roads is 75. Both rehabilitation (mill and overlay) and reconstruction (reclamation) practices are utilized.

Expenditures	2026	2027	2028	2029	2030	Total
Streets/Storm- Construction/Engineering/Other	971,152	3,710,709	2,043,578	2,130,488	810,600	9,666,527
Construction- Water infrastructure (repair/replace)	0	100,000	100,000	50,000	100,000	350,000
Construction- Sanitary Sewer infrastructure (repair/replace)	0	25,000	25,000	25,000	25,000	100,000
Construction- New trails	0	100,000	0	0	0	100,000
Construction- Sanitary Sewer infrastructure (new)	0	50,000	0	0	0	50,000
Total	971,152	3,985,709	2,168,578	2,205,488	935,600	10,266,527

Funding Sources	2026	2027	2028	2029	2030	Total
G.O. Improvement Bonds - Taxes (Streets)	485,576	3,380,709	2,043,578	2,085,799	810,600	8,806,262
Other cost share arrangement- Credit River (Judicial Rd)	485,576	0	0	0	0	485,576
G.O. Improvement Bonds - Sp. Assess.	0	330,000	0	44,689	0	374,689
Water Operating Fund	0	100,000	100,000	50,000	100,000	350,000
Sanitary Sewer Operating Fund	0	25,000	25,000	25,000	25,000	100,000
Park Dedication Fund	0	100,000	0	0	0	100,000
Sanitary Sewer Trunk Fund	0	50,000	0	0	0	50,000
Total	971,152	3,985,709	2,168,578	2,205,488	935,600	10,266,527

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # XX-10

Project Name County Pavement Preservation/City Utility Repairs

Total Project Cost \$95,000

Cost Type Transportation

Department Engineering

County Project # TBD

JPA # TBD

Contact Zach Johnson, City Engineer

Type Maintenance

Funding Description Water Operating Fund

SA/SAP # N/A

Description

Storm sewer, sanitary sewer and water repairs completed in conjunctions with annual Dakota County pavement preservation program.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
50,000	Construction	0	25,000	0	0	0	25,000
	Construction- Sanitary Sewer infrastructure (repair/replace)	5,000	5,000	0	0	0	10,000
	Construction- Water infrastructure (repair/replace)	5,000	5,000	0	0	0	10,000
	Total	10,000	35,000	0	0	0	45,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
50,000	Pavement Management Fund	0	25,000	0	0	0	25,000
	Water Operating Fund	5,000	5,000	0	0	0	10,000
	Sanitary Sewer Operating Fund	5,000	5,000	0	0	0	10,000
	Total	10,000	35,000	0	0	0	45,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # 26-09

Project Name 215th Street Public Improvements (CSAH 5-CSAH 70)

Total Project Cost	\$6,755,000	Contact	Zach Johnson, City Engineer
Cost Type	Utility	Type	Extension
Department	Engineering	Funding Description	Improvement Construction
County Project #	N/A	SA/SAP #	N/A
JPA #	N/A		

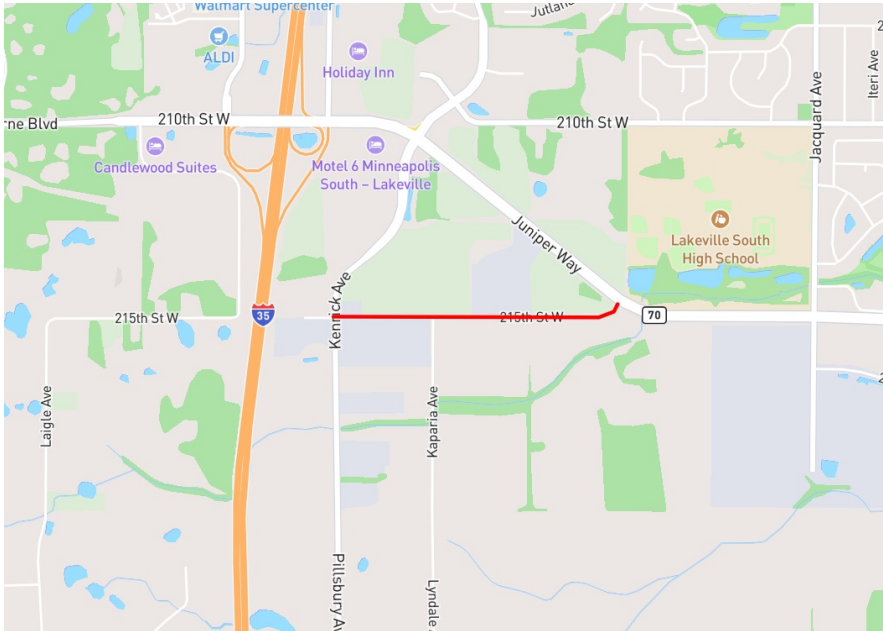
Description

Sanitary sewer and water extension along 215th Street from County Road 70 to west of I-35. Project includes reconstruction of 215th Street to a paved two-lane undivided roadway.

Expenditures	2026	2027	2028	2029	2030	Total
Construction	5,105,000	0	0	0	0	5,105,000
Engineering/Design/Other costs	1,650,000	0	0	0	0	1,650,000
Total	6,755,000	0	0	0	0	6,755,000

Funding Sources	2026	2027	2028	2029	2030	Total
G.O. Improvement Bonds - Sp. Assess.	5,240,000	0	0	0	0	5,240,000
Sanitary Sewer Trunk Fund	1,215,000	0	0	0	0	1,215,000
Stormwater Infrastructure Fund	200,000	0	0	0	0	200,000
Water Trunk Fund	100,000	0	0	0	0	100,000
Total	6,755,000	0	0	0	0	6,755,000

Location



2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project #	U-01		
Project Name	Sanitary Sewer Trunk Improvements		
Total Project Cost	\$825,000	Contact	Shane Quade, Utilities Superintendent
Cost Type	Utility	Department	Utilities
Funding Description	Equipment Fund		

Description

The Sanitary Sewer Plan anticipates the extension of sanitary sewer trunk facilities to serve areas of anticipated/planned growth. Lift Station 26 is under construction in 2025. Timing of sanitary sewer trunk system improvements subject to growth rate and location of planned land development.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
75,000	Construction	75,000	75,000	75,000	75,000	75,000	375,000	375,000
Total		75,000	75,000	75,000	75,000	75,000	375,000	
Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
75,000	Sanitary Sewer Trunk Fund	75,000	75,000	75,000	75,000	75,000	375,000	375,000
Total		75,000	75,000	75,000	75,000	75,000	375,000	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # U-02
Project Name Sanitary Sewer Lift Station Rehabilitation

Total Project Cost \$1,030,000 Contact Shane Quade, Utilities Superintendent
Cost Type Utility Type Maintenance
Department Utilities Funding Description Equipment Fund

Description

Lift station service life is 12-15 years. Pumps, motors and equipment are inspected, repaired and replaced to ensure uninterrupted service. Lift stations are inspected/cleaned annually and scheduled for rehabilitation every 12-15 years.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
215,000	Lift Station 7	0	175,000	0	0	0	175,000
	Lift Station 5	0	0	0	100,000	0	100,000
	Lift Station 20	80,000	0	0	0	0	80,000
	Lift Station 3	0	80,000	0	0	0	80,000
	Lift Station 22	0	0	75,000	0	0	75,000
	Lift Station 6	0	0	75,000	0	0	75,000
	Lift Station 19	0	0	0	40,000	0	40,000
	Lift Station 11	0	0	0	40,000	0	40,000
	Lift Station 12	0	0	0	0	40,000	40,000
	Lift Station 13	0	0	0	0	40,000	40,000
	Lift Station 18	40,000	0	0	0	0	40,000
	Lift Station 8	30,000	0	0	0	0	30,000
	Total	150,000	255,000	150,000	180,000	80,000	815,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
215,000	Sanitary Sewer Operating Fund	150,000	255,000	150,000	180,000	80,000	815,000
	Total	150,000	255,000	150,000	180,000	80,000	815,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project #	U-03		
Project Name	Sanitary Sewer Inflow/Infiltration Maintenance		
Total Project Cost	\$3,450,000	Contact	Shane Quade, Utilities Superintendent
Cost Type	Utility	Department	Utilities
Funding Description	Equipment Fund		

Description

Annual program designed to manage peak discharge rates and maintain/extend the overall service life of the sanitary sewer collection system through rehabilitating infrastructure susceptible to inflow and infiltration (groundwater). Public sanitary sewer infrastructure is inspected (televising 250,000 pipe-feet/year) and cleaned (jetting 75 pipe-miles/year) to maintain the integrity and function of the sanitary sewer collection system.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
575,000	Construction	575,000	575,000	575,000	575,000	575,000	2,875,000
Total		575,000	575,000	575,000	575,000	575,000	2,875,000
Prior	Funding Sources	2026	2027	2028	2029	2030	Total
575,000	Sanitary Sewer Operating Fund	575,000	575,000	575,000	575,000	575,000	2,875,000
Total		575,000	575,000	575,000	575,000	575,000	2,875,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # U-04

Project Name Well Construction

Total Project Cost \$2,950,000

Cost Type Utility

Funding Description Equipment Fund

Contact Shane Quade, Utilities Superintendent

Department Utilities

Description

The Water Plan provides guidance in identifying future water system facilities required to serve areas of planned land development. Well #23 is currently under construction and will be brought online in 2025, and Wells 24 and 25 are programmed for 2028 construction. Construction timing and well location subject to population demand/water needs. The Wellhead and Source Water Protection Plan must be amended prior to receiving a Minnesota Department of Health permit.

Expenditures	2026	2027	2028	2029	2030	Total	Future
Construction	0	0	1,800,000	0	0	1,800,000	1,050,000
Engineering/Design/Other costs	0	100,000	0	0	0	100,000	
Total	0	100,000	1,800,000	0	0	1,900,000	

Funding Sources	2026	2027	2028	2029	2030	Total	Future
Water Trunk Fund	0	100,000	1,800,000	0	0	1,900,000	1,050,000
Total	0	100,000	1,800,000	0	0	1,900,000	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # U-05

Project Name Watermain Trunk Extensions

Total Project Cost \$2,915,000

Cost Type Utility

Funding Description Water Trunk Fund

Contact Shane Quade, Utilities Superintendent

Department Utilities

Description

The Water Plan anticipates the extension of watermain trunk facilities to serve areas of planned land development. Timing of watermain trunk system improvements subject to growth rate and location of planned land development.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
265,000	Construction	265,000	265,000	265,000	265,000	265,000	1,325,000	1,325,000
	Total	265,000	265,000	265,000	265,000	265,000	1,325,000	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
265,000	Water Trunk Fund	265,000	265,000	265,000	265,000	265,000	1,325,000	1,325,000
	Total	265,000	265,000	265,000	265,000	265,000	1,325,000	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project #	U-06		
Project Name	Water Distribution Features		
Total Project Cost	\$960,000	Contact	Shane Quade, Utilities Superintendent
Cost Type	Utility	Department	Utilities
Funding Description	Water Trunk Fund		

Description

The Water Plan provides guidance in identifying future water system features required to serve areas of planned land development, including features to either reduce or boost the water pressure due to the elevation of new development. New pressure reducing valves are programmed for 2026, 2028 and 2030 construction. Construction timing and location subject to growth rate and location of planned land development.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
60,000	Construction	150,000	0	150,000	0	150,000	450,000	450,000
	Total	150,000	0	150,000	0	150,000	450,000	
Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
60,000	Water Trunk Fund	150,000	0	150,000	0	150,000	450,000	450,000
	Total	150,000	0	150,000	0	150,000	450,000	

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # U-07

Project Name Well and Pump Rehabilitation

Total Project Cost \$1,000,000

Cost Type Utility

Funding Description Equipment Fund

Contact Shane Quade, Utilities Superintendent

Department Utilities

Description

Pumps, motors and equipment are inspected, repaired and replaced to ensure uninterrupted, efficient service and a water system operating at maximum pumping capacity. City wells provide water for on-demand distribution system (24 hours/day, 7 days/week). Multiple starts/stops place tremendous stress on the motors and pump components and constant water exposure can lead to corrosion. Well and pumps are scheduled for rehabilitation every 8-10 years, based on pump type.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
100,000	Well 8	0	0	0	100,000	0	100,000
	Well 9	0	0	0	100,000	0	100,000
	Well 10	0	0	100,000	0	0	100,000
	Well 21	0	100,000	0	0	0	100,000
	Well 22	0	100,000	0	0	0	100,000
	Well 20	100,000	0	0	0	0	100,000
	Well 19	100,000	0	0	0	0	100,000
	Well 12	0	0	0	0	100,000	100,000
	Well 11	0	0	0	100,000	0	100,000
	Total	200,000	200,000	100,000	300,000	100,000	900,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
100,000	Water Operating Fund	200,000	200,000	100,000	300,000	100,000	900,000
	Total	200,000	200,000	100,000	300,000	100,000	900,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # U-08

Project Name Tower and Reservoir Maintenance

Total Project Cost \$1,300,000

Cost Type Utility

Department Utilities

Contact Shane Quade, Utilities Superintendent

Type Maintenance

Funding Description Water Operating Fund

Description

Maintenance program designed to manage, preserve and protect investment in water storage tanks (interior and exterior). Maintenance removes buildup, dirt/dust, and extends the life of the coating system, minimizing total lifecycle costs.

Expenditures	2026	2027	2028	2029	2030	Total
Construction	1,150,000	0	0	150,000	0	1,300,000
Total	1,150,000	0	0	150,000	0	1,300,000

Funding Sources	2026	2027	2028	2029	2030	Total
Water Operating Fund	1,150,000	0	0	150,000	0	1,300,000
Total	1,150,000	0	0	150,000	0	1,300,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # U-09

Project Name Water meter replacement

Total Project Cost \$2,000,000

Cost Type Utility

Funding Description Equipment Fund

Contact Shane Quade, Utilities Superintendent

Department Utilities

Description

Annual program designed to replace residential and commercial water meters approaching the end of their life cycle, to ensure accurate water monitoring use data for Minnesota Department of Natural Resources reporting. Program goal is 1,200 water meter replacements per year (based on meter age) with the intent of meeting/maintaining a 20-year service life. Routine water meter replacement is completed by City Utilities staff.

Prior	Expenditures	2026	2027	2028	2029	2030	Total
150,000	Equipment purchase	350,000	350,000	350,000	400,000	400,000	1,850,000
	Total	350,000	350,000	350,000	400,000	400,000	1,850,000

Prior	Funding Sources	2026	2027	2028	2029	2030	Total
150,000	Water Operating Fund	350,000	350,000	350,000	400,000	400,000	1,850,000
	Total	350,000	350,000	350,000	400,000	400,000	1,850,000

2026 thru 2030

Capital Improvement Plan

Lakeville, MN

Project # U-10

Project Name Fiber Optic Cable Connection

Total Project Cost \$484,000 Contact Shane Quade, Utilities Superintendent

Cost Type Utility Type Other

Department Utilities Funding Description Equipment Fund

Description

Extension of fiber optic cable to remote utility sites (lift stations, wells) for better and more reliable communication.

Prior	Expenditures	2026	2027	2028	2029	2030	Total	Future
70,000	Fiber conduit (Well/tower)	37,000	37,000	40,000	30,000	40,000	184,000	80,000
	Fiber Conduit (Lift Station)	25,000	25,000	30,000	30,000	40,000	150,000	
	Total	62,000	62,000	70,000	60,000	80,000	334,000	

Prior	Funding Sources	2026	2027	2028	2029	2030	Total	Future
70,000	Water Operating Fund	37,000	37,000	40,000	30,000	40,000	184,000	80,000
	Sanitary Sewer Operating Fund	25,000	25,000	30,000	30,000	40,000	150,000	
	Total	62,000	62,000	70,000	60,000	80,000	334,000	



**CITY OF LAKEVILLE
STREET RECONSTRUCTION PLAN**

Project #	Project description:	2026	2027	2028	2029	2030	Total
XX-02	Street Reconstruction	3,580,000	3,682,500	4,690,000	4,320,000	4,010,000	20,282,500
XX-03	Collector Rehabilitation	485,576	3,710,709	2,043,578	2,130,488	810,600	9,180,951
		-	-	-	-	-	-
		\$ 4,065,576	\$ 7,393,209	\$ 6,733,578	\$ 6,450,488	\$ 4,820,600	\$ 29,463,451

CITYWIDE
PLANNING

Envision Lakeville 2040

Last Updated 2023

2040 Comprehensive Plan / Land Use Plan

Adopted 2020

INFRASTRUCTURE
SPECIFIC PLANS

Transportation
Plan

Adopted 2019
Next update 2028

Water System
Plan

Adopted 2019
Next update 2028

Sanitary Sewer
Plan

Adopted 2019
Next update 2028

Water and
Natural
Resources
Management
Plan

Adopted 2019
Next update 2028

Parks, Trails and
Open Space Plan

Last update 2015
Next update 2025

STUDIES & SITE
SPECIFIC
PLANS/REPORTS

MnDOT I-35 Roadway Study:
Burnsville and Lakeville
(2024)

Dakota County Pedestrian
Crossing Safety Assessment
(2022)

Dakota County Principal
Arterial Study
(2018)

Dakota County East-West
Corridor Preservation Study
(Phase 1: 2003 / Phase 2: 2006)

Pedestrian Crossing Study
(2024)

ADA Transition Plan
(2019)

School Road Safety Task
Force (2014)

Sanitary Sewer and Water
Rates & Fees Study
(Last Update 2017)

NPDES MS4 Permit
Implementation
(Last Update 2023)

Strategic Plan for Economic
Development
(Last Update 2019)

Downtown Development
Guide
(Last Update 2018)

Water Treatment Facility
Expansion Plan
(Last Update 2022)

Fire Resource and Space
Needs Study
(Last Update 2020)

CMF Expansion Study
(Last Update 2015)

Indoor Athletic Facility Study
(2017)

Trail Condition Review (OCI)
(2022)

Park Dedication
Fee Study
(Last update 2012)

Various Park Master Plans
(As needed)

2026 PROJECTS

PAVEMENT
MAINTENANCE

LOCAL STREET
REHABILITATION

ARTERIAL/COLLECTOR
REHABILITATION

COUNTY PAVEMENT
PRESERVATION AND
CITY UTILITY REPAIRS

215TH STREET
PUBLIC IMPROVEMENTS

LAKE MARION
GREENWAY

WATER QUALITY AND
WATER CONSERVATION

LAKE MANAGEMENT

STORMWATER
INFRASTRUCTURE
MAINTENANCE

FORESTRY

VEGETATION
MANAGEMENT

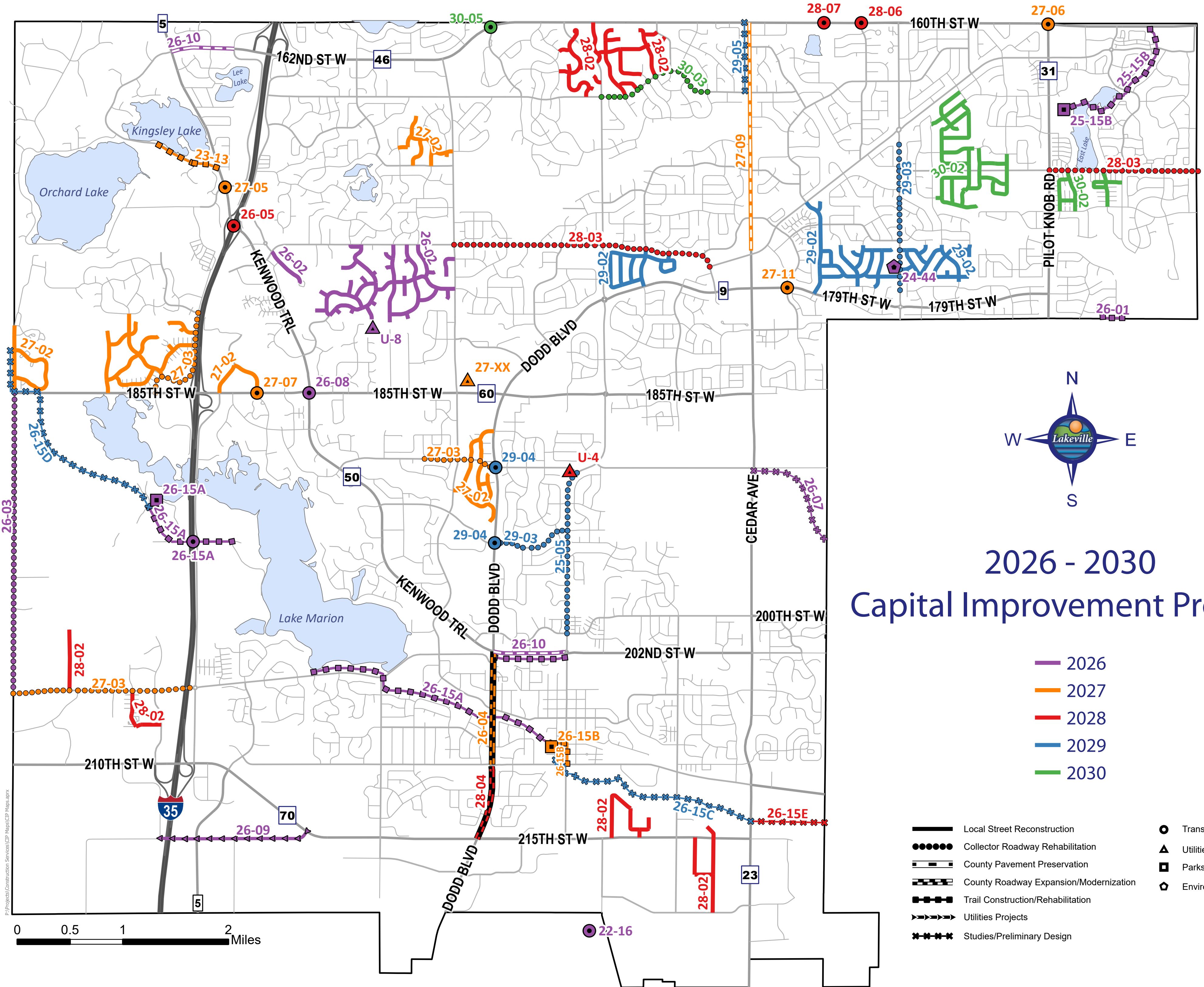
EAST COMMUNITY PARK

VARIOUS OTHER PARK
PROJECTS

NOTES: NOT ALL
2026 CIP
PROJECTS ARE
LISTED HERE
(ONLY
HIGHLIGHTS)

CITY AND DAKOTA
COUNTY
PARTNERSHIP
PROJECTS ARE
SUBJECT TO
ADOPTED DAKOTA
COUNTY 2040
TRANSPORTATION
PLAN COST SHARE
POLICIES.
(REVISED IN 2020)

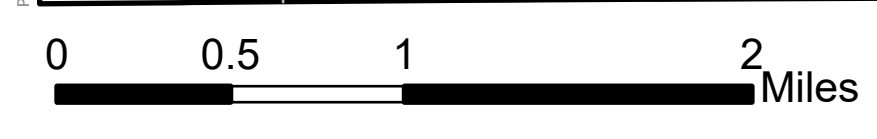
CAPITAL IMPROVEMENT PLAN & OPERATING BUDGET



2026 - 2030 Capital Improvement Projects

- 2026
- 2027
- 2028
- 2029
- 2030

- Local Street Reconstruction
- Collector Roadway Rehabilitation
- County Pavement Preservation
- County Roadway Expansion/Modernization
- Trail Construction/Rehabilitation
- Utilities Projects
- Studies/Preliminary Design
- Transportation
- Utilities
- Parks & Recreation
- Environmental



CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
September 18, 2025

Chair Zimmer called the meeting to order at 6:00 p.m. in the Council Chambers at City Hall. The Pledge of Allegiance to the flag was given.

Members Present: Chair Christine Zimmer, Pat Kaluza, Jason Swenson, Amanda Tinsley, Mark Traffas, Alternate Erin Duckworth, Ex-Officio Jeff Hansen

Members Absent: Scott Einck, John Swaney

Staff Present: Kris Jenson, Planning Manager; Tina Goodroad, Community Development Director; Heather Botten, Senior Planner; Zach Johnson, City Engineer; Jon Nelson, Assistant City Engineer; Dawn Erickson, Community Development Recorder.

3. Approval of the Meeting Minutes

The September 4, 2025 Planning Commission meeting minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson stated there were no announcements.

5a. City of Lakeville

City Engineer Zach Johnson presented the 2026-2030 Capital Improvement Plan (CIP). He reviewed the objectives of the CIP and indicated that the CIP's components include future transportation, parks and recreation, utilities, facilities, environmental resources, equipment and technology for the years 2026-2030. The project descriptions, locations, revenues and expenditures are included in the CIP.

Mr. Johnson reviewed the CIP map and explained the reconstruction projects and the specific year that project will be completed. He highlighted several road construction, parks and recreation, and utility projects that will be completed in the next five years.

Mr. Johnson stated that staff have reviewed the 2026-2030 CIP and find it to be consistent with the 2040 Comprehensive Plan and therefore recommend approval as presented.

Chair Zimmer asked for comments from the Planning Commission. Discussion points included:

- Chair Zimmer and Commissioner Kaluza expressed appreciation for staff planning.
- Commissioner Swenson inquired about cost sharing for the Judicial Road project. Mr. Johnson stated there is a joint powers agreement and the cost is shared.

- Commissioner Swenson noted he is a MN DOT employee, but his position does not have decision making authority regarding these projects, therefore there is no conflict of interest.
- Commissioner Traffas inquired about the process to determine when new wells and expansion of the water treatment facility are needed. Mr. Johnson stated a model is used to project growth and demand to make those determinations.

Motion was made by Kaluza, seconded by Swenson to recommend to City Council approval of the 2026-2030 Capital Improvement Plan as presented, finding that it is consistent with the City's 2040 Comprehensive Plan.

Ayes – Traffas, Kaluza, Zimmer, Duckworth, Swenson, Tinsley

Nays: 0

6a. North Creek Second Addition

Chair Zimmer requested a motion be made to table this item to the October 2, 2025 Planning Commission meeting.

Motion was made by Swenson, seconded by Tinsley to recommend to table the North Creek Second Addition preliminary plat of 47 single family residential lots to the October 2, 2025 Planning Commission meeting.

Ayes: Unanimous

Nays: 0

6b. Chart House

Chair Zimmer opened the public hearing to consider the application of George Maverick of the Chart House for a conditional use permit to exceed 25% impervious surface in the shoreland overlay district and a variance from the required setback from Kingsley Lake.

George Maverick, owner of the Chart House, introduced the project and stated they would like to expand the patio bar.

Senior Planner Heather Botten presented the staff report. The Chart House restaurant and banquet facility is proposing to demolish the existing detached bar building and construct a new 2,660 square foot structure. The new building requires a variance from the minimum setback requirements from Kingsley Lake. Additionally, the proposed site improvements require a conditional use permit (CUP) amendment to exceed 25% impervious surface on a natural environment lake. A CUP was approved in 1997 to exceed the 25% impervious surface area. Even though the proposed revisions on site will reduce the amount of impervious surface area to an amount that is less than what was approved with the original CUP, the 1997 approvals were tied to a site plan that is now being modified, thus the CUP amendment.

The plans have been reviewed by staff from Community Development, Environmental Resources, and Engineering as well as the DNR. A site improvement agreement and stormwater maintenance

agreement are required to address site improvements and stormwater treatment facilities. This requirement ensures that these improvements will be constructed to the satisfaction of the City.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Swenson to close the public hearing at 6:24 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioners Swenson and Kaluza and Chair Zimmer expressed support for the project.

Motion was made by Swenson, seconded by Kaluza to recommend to City Council approval of the Chart House conditional use permit amendment to exceed impervious surface and variance from shoreland setbacks and approval of the findings of fact dated September 18, 2025, subject to the following stipulations:

1. The site shall be developed in substantial conformance with the plat and plan set on file with the Community Development Department except as may be modified by the conditions below.
2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. A site improvement agreement and stormwater agreement are required to address site improvements and stormwater treatment facilities.
4. The developer shall meet the conditions outlined in the City Engineering review memo dated September 9, 2025 and any subsequent correspondence.
5. Final site, grading, stormwater management, and erosion control plans shall be approved by the City Engineer.
6. Revised building elevations that are in compliance with City Code shall be submitted and approved prior to City Council consideration of the request.
7. Resolution No. 97-18 shall become null and void and shall be replaced by the terms of this Conditional Use Permit.

Ayes: Kaluza, Zimmer, Duckworth, Swenson, Tinsley, Traffas

Nays: 0

6c. Launch Park Fourth Addition

Chair Zimmer opened the public hearing to consider the application of Lakeville Flexspace, LLC for a preliminary plat and development plan for a one lot, one outlot subdivision.

Jim French, Lakeville Flexspace, LLC, introduced the project. Mr. French stated he is a developer of small bay industrial space. A Common Interest Community (CIC) plat would be created, which allows individual ownership of the spaces as well as provides declarations, covenants and restrictions for the use of the units.

Ms. Botten presented the staff report. The proposed plat includes one lot and one outlot on a 20-acre parcel. Lot 1 is eight acres and the outlot is 12 acres. Lakeville Flexspace is proposing to construct a garage condo development on Lot 1. The proposed storage development is a permitted use in the I-2, General Industrial District. The complex would include three garage condo buildings, each roughly 33,750 square feet (375' x 90') in size and one building about 16,875 square feet (375' x 40'). Each building consists of multiple units, and each unit has access to water and sewer.

The property is located east of Cedar Avenue (CSAH 23) and south of future 222nd Street. The preliminary plat plans have been reviewed by the Engineering Division, Fire Marshal, and Parks and Recreation Department.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Swenson to close the public hearing at 6:35 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Chair Zimmer asked for details on how the CIC is used and what restrictions would be in place. Mr. French stated the CIC is to ensure that the community is in compliance with the permitted uses. He stated some of the restrictions and covenants in the CIC include no excessive noise-producing activities, no excessive smell-producing activities, and no overnight parking. The CIC is enforced and maintained through a commercial property management company that enforces the covenants in addition to maintaining the exteriors of the structures and contract for snow removal. He also stated as these are industrial spaces; the owners are not permitted to live or stay overnight in the spaces.
- Commissioner Duckworth asked how many units will be in the project, what the price point is and how they are typically utilized and by whom. Mr. French stated there will be 98 units and be about \$185,000 for 1,200 square feet. Mr. French said there are a wide range of uses, including retirees, people who have a lot of toys, workshops, and small business owners.

- Commissioner Traffas asked where can the owner park if they drive to the unit. Mr. French stated the owner can park directly in front of the unit that they own. The units are wide enough to accommodate three spaces in front of each unit.
- Commissioner Duckworth asked if owners have the ability to sublease. Mr. French stated it is permitted to rent the unit after obtaining permission through the property management company.
- Commissioner Kaluza asked about numbering or lettering on each door for emergency service response, as well as if there are crime or drug free requirements. Mr. French stated each unit has a number on the door and there are crime and drug free requirements listed in the CIC. Security cameras will also be included on site.

Motion was made by Tinsley, seconded by Traffas to recommend to City Council approval of the Launch Park Fourth Addition preliminary plat, subject to the following stipulations:

1. Implementation of the recommendations listed in the engineering report dated September 8, 2025 and any subsequent correspondence.
2. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
3. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
4. The site and building shall be developed in accordance with the plans approved by the City Council.
5. Landscaping shall be installed consistent with a landscape plan approved by the City Forester. A financial security shall be submitted with the development contract to guarantee installation of the approved landscaping. All landscaped areas within and adjacent to the building and parking lot shall be irrigated. Trees and shrubs shall not be planted in road right-of-way.
6. The park dedication fee must be paid with the final plat.
7. Site lighting shall not exceed one foot candle at the property line adjacent to public right-of-way. All exterior light fixtures shall be down-cast design so as not to glare onto public right-of-way.
8. Section 11-19-13 of City Code requires 3 parking spaces, plus 1 space per 100 storage units. A revised site plan demonstrating the required parking spaces is required prior to final plat approval.
9. An onsite hydrant about midpoint of the property shall be required on the east side of the development as required by the Fire Marshal.

Ayes: Zimmer, Duckworth, Swenson, Tinsley, Traffas, Kaluza

Nays: 0

There being no further business, the meeting was adjourned at 6:44 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder

DRAFT



Date: 10/6/2025

Public Hearing and Resolution Adopting Assessment for Unpaid Special Charges

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Adopting Assessments for the Unpaid Special Charges.

Overview

The City can minimize its losses due to bankruptcies by assessing unpaid special charges to taxes. These charges include costs and charges incurred by the City for mowing of grass, removal of weeds, property maintenance on nuisance properties, false alarm charges, unpaid utility bills and tree removal charges. In order to recover the unpaid special charges the City must follow State Statute procedures. Those procedures provide that the City must adopt a resolution declaring the unpaid special charges to be assessed and establish a date for the assessment hearing for those charges. Public notice of the hearing was mailed to customers, posted on the City website and published in the newspaper.

Delinquent Utility Bills

In addition to certifying the amount delinquent, the City also collects a \$50 service charge to cover the cost of certification and interest at a rate of 18% per annum of the amount delinquent and service charge for the period of October 6, 2025 until December 31, 2026. The interest rate is the same as what we charge delinquent utilities throughout the year (1.5% per month). The certification process affects approximately six percent (6%) of the Lakeville utility customers.

Nuisance Abatement & Unpaid False Alarm Charges

The affected parcels will each be assessed the actual contractual cost incurred, re-inspection fees, a \$50 administrative fee to cover the cost of the assessment, and interest at a rate of 18% per annum of the amount delinquent and service charge for the period October 6, 2025 until December 31, 2026.

Tree Removal Charges

The affected parcels will each be assessed the actual contractual cost incurred, a \$50 administrative fee to cover the cost of the assessment, and interest at a rate of 4.3% per annum of the amount delinquent plus the service charge based on the term stated below.

Term	Assessment Amount
1 year	\$0 - \$1,000
3 years	\$1,001 - \$2,999
5 years	\$3,000 - \$4,999

7 years Over \$5,000

Supporting Information

1. Background and Notification Process
2. Resolution - Assessment of Unpaid Special Charges
3. Res_Exhibit A - Assessment Summary Unpaid Delinquent Utilities
4. Res_Exhibit B - Assessment Summary Nuisance Abatement
5. Res_Exhibit C - Assessment Summary Unpaid False Alarm Fees
6. Res_Exhibit D - Assessment Summary Tree Removal Charges

Financial Impact: \$1,042,933.05 Budgeted: No Source: Assessments Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Cheri Donovan, Assistant Finance Director
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CITY OF LAKEVILLE
UNPAID SPECIAL CHARGES – ADDITIONAL INFORMATION
2025.10.06

Background and notification process for accounts being certified

According to City Attorney Andrea Poehler, “If water service is provided to property and the property is subsequently sold or otherwise transferred, the new owner does not have a personal obligation to pay the bill unless the City and owner have a separate services contract. Unpaid water bills, however, are a lien on the property to which the service was provided. If the property is sold or the ownership transferred, the lien remains.

At the time the City provides water service to a property the City has an enforceable lien on the property for the cost of the water provided. Minnesota Statutes, Section 514.67 provides: “All charges...of any nature now or hereafter authorized or required by law...shall constitute and be a first and prior lien from the date of such...service upon all property in this state subject to taxation as the property of the person from whom such charges and expenses are by law authorized or required to be collected. No record of such lien shall be deemed necessary.” The statute’s validity as applied to unpaid utility charges has been upheld. In *Re Sheldahl, Inc.* 298 B.R. 874 (Bankr. D. Minn. 2003).

Minnesota Statute, Section 444.075, Subd. 3 further provides: “The governing body may make the charge a charge against the owner, lessee, occupant, or all of them and may provide and covenant for certifying unpaid charges to the county auditor with taxes against the property served for collection as other taxes are collected.” City Code Section 7-5-6-4 also authorizes the City Council to certify unpaid charges to taxes.

Unpaid utility charges, special assessments and real estate taxes are all liens against the property. The liens and their enforceability are not impaired by the transfer of ownership.

Current and previous property owners have been notified via letter of the delinquency and certification process.

Comparison Data

The following chart shows the number of accounts and amounts that were presented to the Council at this point in the certification process in previous years as compared to this year:

	2023		2024		2025	
	Number	Amount	Number	Amount	Number	Amount
Delinquent Utilities	893	\$ 691,185.35	1373	\$ 970,612.73	1564	\$ 1,033,958.58
Nuisance Abatement	4	\$ 924.35	8	\$ 2,077.84	19	\$ 3,483.84
False Alarm	5	\$ 1,716.13	4	\$ 423.84	4	\$ 571.38
Tree Removal	0	\$ -	0	\$ -	4	\$ 4,919.25

Of the 1564 delinquent utility accounts in 2025, 28 are final billing accounts. Staff has been pro-actively communicating with property owners regarding delinquent final bills and promoting the WaterSmart program which allows customers to view water usage and outstanding amounts owed. Customers had until September 19th to submit their payment in order to be removed from the list

provided to Council. This is to ensure the payments received were not returned due to insufficient funds or the account being closed. Additional payments will be received prior to the hearing as well as within the 30 days following the hearing when interest is not charged. Those properties will be removed from the final certification list that is sent to Dakota County.

CITY OF LAKEVILLE

RESOLUTION No _____

Resolution Adopting Assessments for Unpaid Special Charges

WHEREAS, Minn. Stat. 444.075, Subd. 3 authorizes the City to certify unpaid sanitary sewer, water and storm sewer charges (“utility charges”) to the County Auditor-Treasurer for collection with taxes; and

WHEREAS, Minn. Stat, 429.101 authorizes the City to special assess unpaid streetlight charges, weed elimination from streets or private property and tree removal charges (“special charges”); and

WHEREAS, Title 8-5-4 of the City Ordinance authorizes the City to special assess unpaid emergency service charges (“special charges”) to the County Auditor-Treasurer for collection with taxes; and

WHEREAS, an assessment roll has been prepared specifying the amount, which includes all penalties to be certified against each particular property; and

WHEREAS, the resolution setting general government services, states “*Accounts certified to the County Treasurer-Auditor for collection with the subsequent year’s taxes will be charged a \$50.00 service charge plus 18% interest per year for delinquent utility bills, nuisance abatement for properties and unpaid false alarm charges. A \$50.00 service charge plus 4.3% interest per year based on the term stated below will be charged for tree removal charges.*”

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

1. Assessment No. 221442 in the amount of \$1,033,958.58 relating to the certification of delinquent utility bills is calculated as follows:

Total uncollected amount delinquent	\$ 767,629.55
Service charge	\$ 78,206.00
Interest	\$ 188,123.03
Total certified	<u>\$ 1,033,958.58</u>

2. Assessment No. 221440 in the amount of \$4,055.22 relating to the nuisance abatement for properties and unpaid false alarm charges, Assessment No. 221441 (3-year term) in the amount of \$4,919.25 for tree removal charges calculated as follows:

	Exhibit B	Exhibit C	Exhibit D	Totals
False alarm fees	\$ -	\$ 260.00	\$ -	\$ 260.00
Inspection/Mowing fees	1,900.00	-	-	1,900.00
Tree removal fees	-	-	4,600.00	4,600.00
Service charge/late fees	950.00	207.42	319.25	1,476.67
Interest	633.84	103.96	-	737.80
Total certified	\$ 3,483.84	\$ 571.38	\$ 4,919.25	\$ 8,974.47

The proposed assessments (Exhibit A, Exhibit B, Exhibit C, Exhibit D), copies of which are attached hereto and made a part hereof, are hereby accepted and shall constitute a special assessment against the lands named therein.

The amounts certified in Exhibit A, Exhibit B, and Exhibit C shall bear interest from the date of this resolution until December 31, 2026 at the rate of eighteen percent (18%) per annum plus a service charge. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay to the City Treasurer the whole of the assessment on such property including the administration charge, with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution; and he or she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 31, 2025, or interest will be charged through December 31 of the succeeding year.

The amount certified in Exhibit D shall bear interest from the date of this resolution based on the term stated below at the rate of 4.3% per annum plus a service charge. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay to the City Treasurer the whole of the assessment on such property including the administration charge, with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution; and he or she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 31, 2025, or interest will be charged through December 31 of the succeeding year.

Term	Assessment Amount
1 year	\$0 - \$1,000
3 years	\$1,001 - \$2,999
5 years	\$3,000 - \$4,999
7 years	Over \$5,000

A copy of this resolution, together with the assessment roll, is to be forwarded to the Dakota County Treasurer/Auditor for collection with other taxes.

ADOPTED by the Lakeville City Council this 6th day of October 2025.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE ASSESSMENT SUMMARY - DELINQUENT UTILITIES OCTOBER 6, 2025 EXHIBIT A								
ACCOUNT NUMBER	NAME	SERVICE ADDRESS	ACCOUNT STATUS	TAX ROLL NUMBER	CERTIFICATION BALANCE	SERVICE CHARGE	INTEREST	ASSESSMENT TOTAL
00117552-0926129661	SKY LINE SALT SOLUTIONS, LLC	21790 HAMBURG AVE - EAST	ACTIVE	21-11000-20-84	\$ 173.96	\$ 50.00	\$ 49.81	\$ 273.77
00088747-0563163359	JIM MURPHY	16335 KENWOOD TR	ACTIVE	22-00110-33-021	\$ 311.72	\$ 50.00	\$ 80.45	\$ 442.17
00067741-0311175497	DAVID RUCKI	17549 FLAGSTAFF AVE	ACTIVE	22-01000-76-020	\$ 259.60	\$ 50.00	\$ 68.86	\$ 378.46
00109887-0563188174	ANNABELLE VELEZ	18817 KENWOOD TR	ACTIVE	22-01300-83-037	\$ 158.78	\$ 50.00	\$ 46.43	\$ 255.21
00106646-0462184629	JOSHUA WOLTER	18462 IXONIA AVE	ACTIVE	22-01800-10-020	\$ 186.74	\$ 50.00	\$ 52.65	\$ 289.39
00091678-0192099908	DANIEL WINSHIP	9990 192ND ST W	ACTIVE	22-01900-09-012	\$ 300.15	\$ 50.00	\$ 77.88	\$ 428.03
00104646-0461195536	TIMOTHY POEHLING	19553 ITERI AVE	ACTIVE	22-01900-78-010	\$ 2,129.89	\$ 50.00	\$ 484.83	\$ 2,664.72
00098879-0465098504	RICHARD BREZINA	9850 ITERI CT W	ACTIVE	22-01900-85-012	\$ 1,233.05	\$ 50.00	\$ 285.36	\$ 1,568.41
00117074-0210084651	2TEN LAKEVILLE LLC	8465 210TH ST W	ACTIVE	22-02800-53-021	\$ 585.13	\$ 50.00	\$ 141.26	\$ 776.39
00116324-0409203450	ELIZABETH L. SIBET	20345 HOWLAND AVE	ACTIVE	22-02900-06-040	\$ 383.07	\$ 50.00	\$ 96.32	\$ 529.39
00065119-0409204151	RONALD CARRICK	20415 HOWLAND AVE	ACTIVE	22-02900-06-060	\$ 135.63	\$ 50.00	\$ 41.29	\$ 226.92
00110626-0412207704	PATRICIA WALKER	20770 HOLLINS AVE	ACTIVE	22-02900-76-030	\$ 85.39	\$ 50.00	\$ 30.11	\$ 165.50
00082274-0205100256	RICK SCHUMACHER	10025 205TH ST W	ACTIVE	22-03000-55-023	\$ 507.36	\$ 50.00	\$ 123.96	\$ 681.32
00115859-0210095830	ANGELA OSTER	9583 210TH ST W	ACTIVE	22-03000-79-010	\$ 514.18	\$ 50.00	\$ 125.48	\$ 689.66
00078281-0215097756	KURT PLOOG	9775 215TH ST W	ACTIVE	22-03100-06-030	\$ 547.00	\$ 50.00	\$ 132.78	\$ 729.78
00057956-0101218558	HEARTHSIDE FOODS SOLUTIONS	21855 CEDAR AVE	ACTIVE	22-03300-83-011	\$ 1,382.43	\$ 50.00	\$ 318.59	\$ 1,751.02
00057956-0363218502	HEARTHSIDE FOODS SOLUTIONS	21850 GRENADA AVE	ACTIVE	22-03300-83-012	\$ 7,343.34	\$ 50.00	\$ 1,644.36	\$ 9,037.70
00057956-0101217501	HEARTHSIDE FOODS SOLUTIONS	21750 CEDAR AVE	ACTIVE	22-03400-50-012	\$ 5,072.14	\$ 50.00	\$ 1,139.22	\$ 6,261.36
00109926-0785178266	RILEY MONAHAN	17826 IKARIA TR	ACTIVE	22-11450-04-030	\$ 551.35	\$ 50.00	\$ 133.75	\$ 735.10
00093932-0786178695	WILLIAM COOK	17869 IMPALA PATH	ACTIVE	22-11450-05-030	\$ 766.97	\$ 50.00	\$ 181.70	\$ 998.67
00053142-0432177786	MARK HANNA	17778 ICON TR	ACTIVE	22-11451-03-060	\$ 106.83	\$ 50.00	\$ 34.88	\$ 191.71
00066682-0432177943	TOM HARTWELL	17794 ICON TR	ACTIVE	22-11452-02-010	\$ 1,002.69	\$ 50.00	\$ 234.13	\$ 1,286.82
00081475-0199101302	JOHN A BARGER	10130 199TH ST W	ACTIVE	22-11500-12-050	\$ 442.34	\$ 50.00	\$ 109.50	\$ 601.84
00117729-0199098805	CHAD KRAFT	9880 199TH ST W	ACTIVE	22-11500-12-291	\$ 234.80	\$ 50.00	\$ 63.34	\$ 348.14
00096437-0927103232	DARRYL SANDERS	10323 UPPER 196TH WAY W	ACTIVE	22-11500-18-031	\$ 577.14	\$ 50.00	\$ 139.48	\$ 766.62
00110184-0927102457	JOSEPH CARLSON	10245 UPPER 196TH WAY W	ACTIVE	22-11500-18-101	\$ 399.93	\$ 50.00	\$ 100.07	\$ 550.00
00058315-0199103100	LORI SQUIRE SCHWEITZER	10310 199TH ST W	ACTIVE	22-11500-20-010	\$ 321.54	\$ 50.00	\$ 82.63	\$ 454.17
00092029-0505198315	JAIME LABRUYERE	19831 JASMINE AVE	ACTIVE	22-11500-21-091	\$ 618.11	\$ 50.00	\$ 148.59	\$ 816.70
00115373-0926087271	BRYAN KOHL	17248 JOY CT	ACTIVE	22-11825-02-040	\$ 791.34	\$ 50.00	\$ 187.12	\$ 1,028.46
00107955-0926087261	KRISTINA CHRISTENSON	17375 JOY AVE	ACTIVE	22-11825-03-030	\$ 172.92	\$ 50.00	\$ 49.58	\$ 272.50
00097307-0926089861	BADRIYO MOHAMED	17244 JOPLIN AVE	ACTIVE	22-11826-01-010	\$ 1,037.78	\$ 50.00	\$ 241.93	\$ 1,329.71
00087762-0563174000	LAKEVILLE PLAZA LLC	17400 KENWOOD TR STE 202	ACTIVE	22-11850-00-180	\$ 576.84	\$ 50.00	\$ 139.42	\$ 766.26
00087762-0563174059	LAKEVILLE PLAZA LLC	17400 KENWOOD TR STE 302	ACTIVE	22-11850-00-180	\$ 179.90	\$ 50.00	\$ 51.13	\$ 281.03
00087762-0926094041	LAKEVILLE PLAZA LLC	17400 KENWOOD TR	ACTIVE	22-11850-00-180	\$ 365.06	\$ 50.00	\$ 92.31	\$ 507.37
00111087-0563174505	RED'S SAVOY PIZZA	17450 KENWOOD TR	ACTIVE	22-11850-00-184	\$ 1,248.94	\$ 50.00	\$ 288.90	\$ 1,587.84
00105200-0926097721	JENNIFER RONCHETTO	20263 HAMPTON AVE	ACTIVE	22-11910-01-010	\$ 165.90	\$ 50.00	\$ 48.02	\$ 263.92
00098787-0926098881	NICOLE SPICER	20416 HAMPTON AVE	ACTIVE	22-11910-02-120	\$ 99.66	\$ 50.00	\$ 33.29	\$ 182.95
00115166-0926113986	EMMANUEL ASAMOA	7880 204TH ST W	ACTIVE	22-11920-04-130	\$ 150.48	\$ 50.00	\$ 44.59	\$ 245.07
00110534-0926115736	AARON BERG	20379 GREENGATE CT	ACTIVE	22-11921-01-040	\$ 366.20	\$ 50.00	\$ 92.57	\$ 508.77
00109713-0926114431	STEVEN ZWEBER	7727 204TH ST W	ACTIVE	22-11921-01-100	\$ 631.60	\$ 50.00	\$ 151.60	\$ 833.20
00093297-0926093351	ANDREW KOLLMANN	6266 UPPER 179TH STW	ACTIVE	22-11995-08-050	\$ 151.95	\$ 50.00	\$ 44.92	\$ 246.87
00113136-0926097816	AMER ABDELHAMID ISMA ALMAGHATHAH	17843 FIELDING WAY	ACTIVE	22-11996-02-100	\$ 245.44	\$ 50.00	\$ 65.71	\$ 361.15
00106408-0926097821	RYAN WIENS	17849 FIELDING WAY	ACTIVE	22-11996-02-110	\$ 527.80	\$ 50.00	\$ 128.51	\$ 706.31
00101666-0926098946	JAMIE MACK	17856 FIELDING WAY	ACTIVE	22-11996-03-070	\$ 540.37	\$ 50.00	\$ 131.30	\$ 721.67
00103108-0926103756	MICHAEL LE	6169 UPPER 179TH ST W	ACTIVE	22-11998-01-050	\$ 373.50	\$ 50.00	\$ 94.19	\$ 517.69
00102063-0926103431	ADAM SIMON	6083 UPPER 179TH ST W	ACTIVE	22-11998-03-010	\$ 146.84	\$ 50.00	\$ 43.78	\$ 240.62
00100682-0926101266	ALYSSA SOM	6067 UPPER 179TH ST W	ACTIVE	22-11998-03-020	\$ 274.66	\$ 50.00	\$ 72.21	\$ 396.87
00101349-0926101481	ARTHUR FARBER	6084 UPPER 179TH ST W	ACTIVE	22-11998-04-020	\$ 925.56	\$ 50.00	\$ 216.98	\$ 1,192.54
00109524-0926112861	BILL MCCLURE JR	18138 GREEN GABLES TR	ACTIVE	22-12010-03-040	\$ 435.59	\$ 50.00	\$ 108.00	\$ 593.59
00107692-0926110991	AARON HEDGES	18184 GREYHAVEN PATH	ACTIVE	22-12010-04-120	\$ 212.78	\$ 50.00	\$ 58.45	\$ 321.23
00107849-0926111546	HEMANTH KUMAR MUTHA	18172 GOLDFINCH WAY	ACTIVE	22-12010-04-270	\$ 540.19	\$ 50.00	\$ 131.26	\$ 721.45
00107842-0926110486	SADIA EGAL	18189 GLENBRIDGE AVE	ACTIVE	22-12010-04-340	\$ 453.84	\$ 50.00	\$ 112.06	\$ 615.90

00106732-0926109981	PHILIP MOSES	18121 GOLDFINCH WAY	ACTIVE	22-12010-05-020	\$	486.67	\$	50.00	\$	119.36	\$	656.03
00107407-0926108946	CHRISTOPHER IMALLA	18101 GOLDFINCH WAY	ACTIVE	22-12010-05-050	\$	207.16	\$	50.00	\$	57.20	\$	314.36
00107690-0926110111	HIMA BINDU NARNI	18191 GOLDFINCH WAY	ACTIVE	22-12010-05-070	\$	589.89	\$	50.00	\$	142.32	\$	782.21
00107243-0926110301	MUSE GULAN	18185 GOLDFINCH WAY	ACTIVE	22-12010-05-080	\$	823.95	\$	50.00	\$	194.38	\$	1,068.33
00101977-0926103146	ABDIRAHMAN JAMA	18009 GLEAMING CT	ACTIVE	22-12010-10-240	\$	864.76	\$	50.00	\$	203.45	\$	1,118.21
00103209-0926104796	KELLIE MAILATYAR	18010 GLEAMING CT	ACTIVE	22-12010-10-270	\$	191.74	\$	50.00	\$	53.77	\$	295.51
00105908-0926108051	CABDI GACAL	18060 GLEAMING CT	ACTIVE	22-12010-10-370	\$	1,628.23	\$	50.00	\$	373.26	\$	2,051.49
00110441-0926103486	ABDULKADIR HASHI	18061 GLEAMING CT	ACTIVE	22-12010-11-060	\$	800.50	\$	50.00	\$	189.16	\$	1,039.66
00113840-0926105206	TIRUMALA RAO DUMPALA	18150 GLENBRIDGE AVE	ACTIVE	22-12010-12-010	\$	737.78	\$	50.00	\$	175.21	\$	962.99
00115260-0926108151	GAYAN KAUSHALYA YALPATHWALA	18109 GLANSHAW AVE	ACTIVE	22-12010-23-010	\$	637.83	\$	50.00	\$	152.98	\$	840.81
00118708-0926106656	ABDULRAHMAN NOOR	18138 GLADSTONE TR	ACTIVE	22-12010-24-050	\$	315.80	\$	50.00	\$	81.36	\$	447.16
00102386-0926103771	GIRISH BANGALORE	18118 GLADSTONE TR	ACTIVE	22-12010-24-100	\$	464.19	\$	50.00	\$	114.36	\$	628.55
00105222-0926106406	AHMED GULED	18110 GLADSTONE TR	ACTIVE	22-12010-24-120	\$	422.51	\$	50.00	\$	105.09	\$	577.60
00105729-0926108116	EDWARD SPINNER	18148 GLANSHAW AVE	ACTIVE	22-12010-25-060	\$	383.99	\$	50.00	\$	96.52	\$	530.51
00112352-0926108571	AHMED ABDLAHI	18119 GLADSTONE TR	ACTIVE	22-12010-25-100	\$	544.24	\$	50.00	\$	132.17	\$	726.41
00106439-0926108726	JASON PRICE	18111 GLADSTONE TR	ACTIVE	22-12010-25-110	\$	1,437.60	\$	50.00	\$	330.86	\$	1,818.46
00110690-0926109121	MAHESH GAJJALA RAMACHANDRA	18103 GLADSTONE TR	ACTIVE	22-12010-25-120	\$	992.74	\$	50.00	\$	231.92	\$	1,274.66
00100888-0926101526	ZIAD ASIM	18107 GLASSFERN LA	ACTIVE	22-12011-01-010	\$	113.54	\$	50.00	\$	36.37	\$	199.91
00102351-0926103456	SALMAN SIDDIQUI	18157 GLASSFERN LA	ACTIVE	22-12011-04-050	\$	393.21	\$	50.00	\$	98.57	\$	541.78
00108289-0926111381	MESFIN GHEDREYESUS	18325 GLEED RD	ACTIVE	22-12012-01-040	\$	131.59	\$	50.00	\$	40.39	\$	221.98
00116645-0926110411	ESSAM MAHADI	18303 GLASSNER WAY	ACTIVE	22-12012-02-010	\$	1,041.86	\$	50.00	\$	242.84	\$	1,334.70
00107084-0926109346	ELIZABETH KELLY	18383 GLASSNER WAY	ACTIVE	22-12012-02-100	\$	300.85	\$	50.00	\$	78.03	\$	428.88
00108028-0926111106	KEITH CONN	18329 GLADDEN LA	ACTIVE	22-12012-02-240	\$	456.33	\$	50.00	\$	112.61	\$	618.94
00113410-0926121126	VICTOR ARREDONDO	18308 GLASSWORT DR	ACTIVE	22-12012-03-020	\$	77.08	\$	50.00	\$	28.26	\$	155.34
00113885-0926112351	JOSIE REHM	18348 GLASSWORT DR	ACTIVE	22-12012-03-110	\$	328.11	\$	50.00	\$	84.10	\$	462.21
00111234-0926116311	NICOLE EILERS	18058 HAWKSBILL DR	ACTIVE	22-12013-04-160	\$	528.96	\$	50.00	\$	128.77	\$	707.73
00117213-0926115971	JOSEPH A. THEISEN	18056 HARTLIN AVE	ACTIVE	22-12013-05-030	\$	1,171.77	\$	50.00	\$	271.74	\$	1,493.51
00110642-0926115976	SHARATH KUMAR ANUMANATHU GOPAL	18064 HARTLIN AVE	ACTIVE	22-12013-05-040	\$	153.05	\$	50.00	\$	45.16	\$	248.21
00118479-0926117326	TUSHAR KULKARNI	18072 HARTLIN AVE	ACTIVE	22-12013-05-050	\$	100.78	\$	50.00	\$	33.54	\$	184.32
00111798-0926117401	NIKOLAY DOROH	18136 HARTLIN AVE	ACTIVE	22-12013-05-130	\$	475.92	\$	50.00	\$	116.97	\$	642.89
00113257-0926117746	ALI HERSI	8029 182ND ST W	ACTIVE	22-12013-05-190	\$	966.27	\$	50.00	\$	226.03	\$	1,242.30
00099071-0926118231	FREDERICK ONYANGO	8070 182ND ST W	ACTIVE	22-12013-06-020	\$	538.86	\$	50.00	\$	130.97	\$	719.83
00109500-0926112256	RYAN JEX	7957 182ND ST W	ACTIVE	22-12013-07-030	\$	169.36	\$	50.00	\$	48.79	\$	268.15
00110743-0926114576	GULED MOHAMED	18418 GREENSTONE WAY	ACTIVE	22-12013-10-090	\$	1,064.46	\$	50.00	\$	247.87	\$	1,362.33
00111774-0926116916	SATYANAND KUMAR REVOORI	18386 GREENSTONE WAY	ACTIVE	22-12013-10-130	\$	200.58	\$	50.00	\$	55.73	\$	306.31
00110676-0926115261	TERRY BILBRO	18378 GREENSTONE WAY	ACTIVE	22-12013-10-140	\$	777.19	\$	50.00	\$	183.98	\$	1,011.17
00115678-0926118091	GANGA SAI RAM SUGGUNA	18369 GRASSHOPPER DR	ACTIVE	22-12013-10-320	\$	135.63	\$	50.00	\$	41.29	\$	226.92
00000000-2000000297	UVAIS S MOHAMMED	7808 184TH ST W	ACTIVE	22-12013-10-380	\$	166.86	\$	50.00	\$	48.23	\$	265.09
00109635-0926114176	KARTHIK SAI PRASAD	7796 184TH ST W	ACTIVE	22-12013-10-390	\$	736.87	\$	50.00	\$	175.01	\$	961.88
00110159-0926114726	PERVEZ SIDDIQUI	7784 184TH ST W	ACTIVE	22-12013-10-400	\$	1,152.51	\$	50.00	\$	267.45	\$	1,469.96
00109012-0926112916	DHAVAL RAJU	18315 GREENSTONE WAY	ACTIVE	22-12013-11-130	\$	272.84	\$	50.00	\$	71.80	\$	394.64
00110467-0926115251	BRET WISKI	18346 GRASSHOPPER DR	ACTIVE	22-12013-12-010	\$	137.21	\$	50.00	\$	41.64	\$	228.85
00111093-0926116401	RAMESH KUMAR VENKITASAMY	18351 GLENBRIDGE AVE	ACTIVE	22-12013-13-070	\$	418.50	\$	50.00	\$	104.20	\$	572.70
00111096-0926115276	SANTOSH REDDY ANUMULA	18383 GLENBRIDGE AVE	ACTIVE	22-12013-13-110	\$	602.47	\$	50.00	\$	145.12	\$	797.59
00113960-0926120931	ERIC PALMER	18350 GOLDEN EYE PATH	ACTIVE	22-12013-13-220	\$	834.05	\$	50.00	\$	196.62	\$	1,080.67
00108872-0926112431	GIRISH KUMAR SURE	7786 183RD ST W	ACTIVE	22-12013-13-260	\$	344.00	\$	50.00	\$	87.63	\$	481.63
00108553-0926112141	HASSAN MOHAMED	7750 183RD ST W	ACTIVE	22-12013-13-290	\$	965.35	\$	50.00	\$	225.82	\$	1,241.17
00117640-0926116431	SADIK GULED SHARIFF	18377 GRASSHOPPER DR	ACTIVE	22-12013-13-30	\$	189.34	\$	50.00	\$	53.23	\$	292.57
00110462-0926110501	THE CHURCH OF PENTECOST USA INC	18390 GLENBRIDGE AVE	ACTIVE	22-12013-14-120	\$	176.40	\$	50.00	\$	50.35	\$	276.75
00107116-0926110061	GABRIELLE WHITE	18373 GLEED RD	ACTIVE	22-12013-14-170	\$	137.80	\$	50.00	\$	41.77	\$	229.57
00115124-0926118716	NAREN SWAMY JAMITHIREDDY	7560 184TH ST W	ACTIVE	22-12013-16-150	\$	279.87	\$	50.00	\$	73.37	\$	403.24
00111897-0926117711	SHAHEER KOOTTEERI	7588 184TH ST W	ACTIVE	22-12013-16-220	\$	335.92	\$	50.00	\$	85.83	\$	471.75
00110124-0926112731	FAREDAH HASAN	18304 GLASTONBURY DR	ACTIVE	22-12013-17-010	\$	437.80	\$	50.00	\$	108.49	\$	596.29
00112796-0926118736	HODAN MOHAMED	7593 184TH ST W	ACTIVE	22-12013-17-260	\$	100.72	\$	50.00	\$	33.52	\$	184.24
00114374-0926121621	IFRAH ABDULLAHI	8065 188TH ST W	ACTIVE	22-12014-06-100	\$	121.23	\$	50.00	\$	38.08	\$	209.31
00113519-0926120211	AISHA JELLE	8113 188TH ST W	ACTIVE	22-12014-06-140	\$	2,180.88	\$	50.00	\$	496.17	\$	2,727.05
00113807-0926120946	HANAD YUSUF	18665 HARCOURT PATH	ACTIVE	22-12014-07-060	\$	151.95	\$	50.00	\$	44.92	\$	246.87

00117323-0926127706	ABDULLAHI OMAR	8129 186TH ST W	ACTIVE	22-12014-09-080	\$	263.97	\$	50.00	\$	69.83	\$	383.80
00115872-0926125376	TREVOR ENROTH	18540 HANCOCK AVE	ACTIVE	22-12014-09-160	\$	805.88	\$	50.00	\$	190.36	\$	1,046.24
00116180-0926125016	SUDHAKAR DASARI	18562 HANCOCK AVE	ACTIVE	22-12014-09-170	\$	535.27	\$	50.00	\$	130.17	\$	715.44
00112066-0450173253	AMY LUNKA	17325 IPSWICH WAY	ACTIVE	22-13200-01-080	\$	285.66	\$	50.00	\$	74.65	\$	410.31
00056802-0450173188	NEIL A JOHNSON	17318 IPSWICH WAY	ACTIVE	22-13200-03-040	\$	269.94	\$	50.00	\$	71.16	\$	391.10
00118430-0482173255	GILBERTO TLASECA MARIN	17325 IXONIA PATH	ACTIVE	22-13200-06-010	\$	425.02	\$	50.00	\$	105.65	\$	580.67
00092957-0482173834	ROBERT ZIMMER	17383 IXONIA PATH	ACTIVE	22-13200-06-040	\$	387.34	\$	50.00	\$	97.27	\$	534.61
00057785-0936097688	SHANNON SHIEK	9768 UPPER 173RD CT W	ACTIVE	22-13201-04-020	\$	142.83	\$	50.00	\$	42.89	\$	235.72
00119023-0447173325	CAG MINNESOTA FUND II LLC	17332 ITHACA LA	ACTIVE	22-13201-04-030	\$	240.29	\$	50.00	\$	64.56	\$	354.85
00073885-0447174240	SUE HUONDER	17424 ITHACA LA	ACTIVE	22-13201-04-130	\$	128.43	\$	50.00	\$	39.68	\$	218.11
00057788-0936098173	CHRIS GARTZKE	9817 UPPER 173RD CT W	ACTIVE	22-13201-06-040	\$	2,000.31	\$	50.00	\$	456.01	\$	2,506.32
00102587-0936098637	NICHOLAS GILBERTSON	9863 UPPER 173RD CT W	ACTIVE	22-13201-06-070	\$	473.91	\$	50.00	\$	116.52	\$	640.43
00099911-0936098827	JOE ADAMS	9882 UPPER 173RD CT W	ACTIVE	22-13201-06-100	\$	457.25	\$	50.00	\$	112.82	\$	620.07
00111903-0499172902	LINDSAY CURTIS	17290 JADE TER	ACTIVE	22-13202-03-030	\$	220.86	\$	50.00	\$	60.24	\$	331.10
00096540-0514191525	KELLY FINNEY	19152 ORCHARD TR	ACTIVE	22-13301-02-040	\$	168.95	\$	50.00	\$	48.70	\$	267.65
00117505-0663188926	MELINDA FIELDS	18892 ORCHARD CT	ACTIVE	22-13302-01-010	\$	121.23	\$	50.00	\$	38.08	\$	209.31
00112349-0926119096	WENDY BAUER	20206 GLENBROOK PATH	ACTIVE	22-13620-02-020	\$	583.36	\$	50.00	\$	140.87	\$	774.23
00118262-0205087271	ANDRES FELIPE JIMENEZ	8727 205TH ST W	ACTIVE	22-13650-01-011	\$	1,735.28	\$	50.00	\$	397.07	\$	2,182.35
00101323-0410204604	JEFF OLSON	20460 HOLYOKE AVE	ACTIVE	22-13650-01-021	\$	696.65	\$	50.00	\$	166.06	\$	912.71
00117841-0410206609	PRECIOUS DIXON	20660 HOLYOKE AVE	ACTIVE	22-13700-02-040	\$	593.74	\$	50.00	\$	143.17	\$	786.91
00105901-0411205659	COLE BJORGE	20565 HOLT AVE	ACTIVE	22-13700-04-090	\$	517.07	\$	50.00	\$	126.12	\$	693.19
00103141-0411206202	SARAH THORPE	20620 HOLT AVE	ACTIVE	22-13700-06-030	\$	339.00	\$	50.00	\$	86.52	\$	475.52
00059015-0412206250	DAVE PRANKE	20625 HOLLINS AVE	ACTIVE	22-13700-06-062	\$	324.80	\$	50.00	\$	83.36	\$	458.16
00058992-0411207200	CBC 202 LIMITED PARTNERSHIP	20720 HOLT AVE	ACTIVE	22-13700-08-050	\$	1,475.94	\$	50.00	\$	339.39	\$	1,865.33
00111299-0926103936	CORY ODLAND	8223 200TH ST W	ACTIVE	22-13710-01-020	\$	1,610.66	\$	50.00	\$	369.35	\$	2,030.01
00102211-0926102806	CURT HEDIN	20136 HARNESS AVE	ACTIVE	22-13710-02-180	\$	146.95	\$	50.00	\$	43.80	\$	240.75
00102296-0926101741	ELIZABETH VISKER	20072 HEATH AVE	ACTIVE	22-13710-02-350	\$	155.14	\$	50.00	\$	45.63	\$	250.77
00103221-0926102161	GERRAD GRIFFEY	20128 HEATH AVE	ACTIVE	22-13710-02-390	\$	591.77	\$	50.00	\$	142.74	\$	784.51
00114813-0926110306	JITENDERPAL DHILLON	19898 HEXHAM WAY	ACTIVE	22-13711-02-030	\$	387.49	\$	50.00	\$	97.30	\$	534.79
00110971-0926105356	ROBERT DUNBAR	19997 HENLEY LA	ACTIVE	22-13711-02-100	\$	233.87	\$	50.00	\$	63.14	\$	347.01
00106517-0926109216	SAM BENFANTE	8476 200TH ST W	ACTIVE	22-13711-04-010	\$	225.46	\$	50.00	\$	61.27	\$	336.73
00111611-0926110521	AHMED ABRAHAM	8096 200TH ST W	ACTIVE	22-13712-02-020	\$	1,084.02	\$	50.00	\$	252.22	\$	1,386.24
00106258-0926108606	JUSTIN HAILEY	20096 HAMLET LA	ACTIVE	22-13712-03-090	\$	183.62	\$	50.00	\$	51.96	\$	285.58
00112798-0926109701	JASON RAINS	8066 201ST ST W	ACTIVE	22-13712-04-030	\$	159.78	\$	50.00	\$	46.66	\$	256.44
00107924-0926110321	NANCY SCHULTZ	20156 HARVEST DR	ACTIVE	22-13712-04-130	\$	554.14	\$	50.00	\$	134.37	\$	738.51
00111784-0926118541	JOSE ANDRADE	19740 HENLEY LA	ACTIVE	22-13714-03-010	\$	438.55	\$	50.00	\$	108.66	\$	597.21
00113637-0926121176	TERRY ROBERTSON	19782 HENNING AVE	ACTIVE	22-13715-01-060	\$	628.25	\$	50.00	\$	150.85	\$	829.10
00116340-0926126411	SHAYNE HALL	19775 HENNING AVE	ACTIVE	22-13715-02-040	\$	195.92	\$	50.00	\$	54.70	\$	300.62
00119178-0926122856	JEREMY WILLIAMS	8212 198TH ST W	ACTIVE	22-13715-02-120	\$	127.55	\$	50.00	\$	39.49	\$	217.04
00113712-0926120016	DEONTA EL-SHABAZZ	19813 HARVEST DR	ACTIVE	22-13715-03-010	\$	216.62	\$	50.00	\$	59.30	\$	325.92
00115160-0926123811	JOSEPH HONSEY	19810 HENNING AVE	ACTIVE	22-13716-03-020	\$	158.19	\$	50.00	\$	46.30	\$	254.49
00000000-2000001614	MATTHEW LEONETTI	19515 HARBOR DR	ACTIVE	22-13717-01-020	\$	381.73	\$	50.00	\$	96.02	\$	527.75
00000000-2000000708	JOSEPHINE WANNER	19571 HARBOR DR	ACTIVE	22-13717-01-060	\$	75.22	\$	50.00	\$	27.85	\$	153.07
00000000-2000000164	ROBERT NOTERMANN	19544 HARBOR DR	ACTIVE	22-13717-02-040	\$	199.32	\$	50.00	\$	55.45	\$	304.77
00116389-0926084446	LUCAS E. SANCHEZ	15818 DUPONT AVE	ACTIVE	22-13950-01-010	\$	331.80	\$	50.00	\$	84.92	\$	466.72
00086138-0439160203	TRACY SKARE	16020 INGLEWOOD DR	ACTIVE	22-14500-01-020	\$	353.15	\$	50.00	\$	89.66	\$	492.81
00093801-0161095403	KEITH HALGRIMSON	9540 161ST ST W	ACTIVE	22-14500-03-010	\$	165.90	\$	50.00	\$	48.02	\$	263.92
00116851-0609161577	CAITLIN HART	16157 LOGARTO LA	ACTIVE	22-14500-04-090	\$	752.29	\$	50.00	\$	178.44	\$	980.73
00101028-0439161201	STEVEN HUFF	16120 INGLEWOOD DR	ACTIVE	22-14500-05-060	\$	244.04	\$	50.00	\$	65.40	\$	359.44
00062587-0609161270	JOHN OLSON	16127 LOGARTO LA	ACTIVE	22-14500-05-200	\$	390.13	\$	50.00	\$	97.89	\$	538.02
00092565-0787165628	STEPHANIE ROSS	16562 IREDALE CT	ACTIVE	22-14651-03-110	\$	470.28	\$	50.00	\$	115.72	\$	636.00
00079912-0790165508	PATRICK HOGAN	16550 IRWIN CT	ACTIVE	22-14652-02-090	\$	580.63	\$	50.00	\$	140.26	\$	770.89
00069389-0777165125	SCOTT PETE	16512 IRWINDALE WAY	ACTIVE	22-14750-01-040	\$	85.39	\$	50.00	\$	30.11	\$	165.50
00093807-0606177556	HEATHER MANEY	17755 LAYTON PATH	ACTIVE	22-14990-01-040	\$	1,099.81	\$	50.00	\$	255.73	\$	1,405.54
00060154-0531179669	JEAN BAKKEN	17966 JUDICIAL RD	ACTIVE	22-15000-03-120	\$	302.41	\$	50.00	\$	78.38	\$	430.79
00112727-0492180581	FRANK PINEX	18058 JUDICIAL WAY N	ACTIVE	22-15000-03-270	\$	121.44	\$	50.00	\$	38.13	\$	209.57
00117788-0926127566	LEONG LING TAN	17107 DYSART PL	ACTIVE	22-15100-01-080	\$	658.25	\$	50.00	\$	157.52	\$	865.77

00118492-0926129261	NARAYANAN SUNDARESAN	17074 DYSART PL	ACTIVE	22-15100-01-520	\$ 698.16	\$ 50.00	\$ 166.40	\$ 914.56
00118962-0926129246	NARIN SOK	17088 DYSART PL	ACTIVE	22-15100-01-590	\$ 557.93	\$ 50.00	\$ 135.21	\$ 743.14
00118063-0926127666	ANDREW DIMARCO	4964 171ST ST W	ACTIVE	22-15100-06-020	\$ 419.72	\$ 50.00	\$ 104.47	\$ 574.19
00000000-2000000689	ABDIKADIR IDIFLE	4838 171ST ST W	ACTIVE	22-15100-06-110	\$ 135.63	\$ 50.00	\$ 41.29	\$ 226.92
00118014-0926129806	ERICK PENA	17265 DURHAM DR	ACTIVE	22-15100-06-370	\$ 108.10	\$ 50.00	\$ 35.16	\$ 193.26
00117328-0926127466	MOHAMED IBRAHIM	17074 DOPPLER LA	ACTIVE	22-15100-09-060	\$ 176.85	\$ 50.00	\$ 50.45	\$ 277.30
00000000-2000000621	FEISAL MUSSE WARSAME	4632 172ND ST W	ACTIVE	22-15100-10-080	\$ 130.58	\$ 50.00	\$ 40.16	\$ 220.74
00117780-0926127651	MINH PHAN	17260 DURHAM DR	ACTIVE	22-15100-13-050	\$ 570.28	\$ 50.00	\$ 137.96	\$ 758.24
00117308-0926128021	KRISTINA BAKER	17366 DUVALL CT	ACTIVE	22-15100-14-110	\$ 324.11	\$ 50.00	\$ 83.21	\$ 457.32
00000000-2000000581	LEYLA ADEN	17920 HINCKLEY AVE	ACTIVE	22-16350-01-030	\$ 184.39	\$ 50.00	\$ 52.13	\$ 286.52
00118184-0926129161	IBRAHIM ADEN	18064 HINCKLEY AVE	ACTIVE	22-16350-03-050	\$ 1,130.97	\$ 50.00	\$ 262.66	\$ 1,443.63
00118350-0926128461	RODA ADAM	18104 HINCKLEY AVE	ACTIVE	22-16350-04-010	\$ 1,267.36	\$ 50.00	\$ 293.00	\$ 1,610.36
00118275-0926129761	SUIJITH KOLAN	18033 HINCKLEY AVE	ACTIVE	22-16350-05-130	\$ 137.80	\$ 50.00	\$ 41.77	\$ 229.57
00109319-0926113161	ANGILA SCHMIDTKE	7779 205TH ST W	ACTIVE	22-16620-01-020	\$ 467.30	\$ 50.00	\$ 115.05	\$ 632.35
00110042-0926114796	JADE OHLUND	7778 205TH ST W	ACTIVE	22-16620-02-020	\$ 753.84	\$ 50.00	\$ 178.78	\$ 982.62
00111423-0926117086	DEVINE NGWANG	7697 206TH ST W	ACTIVE	22-16620-02-130	\$ 559.99	\$ 50.00	\$ 135.67	\$ 745.66
00109940-0926115391	JONATHAN A BUCK	7767 206TH ST W	ACTIVE	22-16620-02-180	\$ 135.63	\$ 50.00	\$ 41.29	\$ 226.92
00112940-0926119101	NAVEEN BABU MANKENA	20584 GEYSER CT	ACTIVE	22-16621-01-080	\$ 250.88	\$ 50.00	\$ 66.92	\$ 367.80
00112933-0926119611	RENEE ROBERTSON	20570 GEYSER CT	ACTIVE	22-16621-01-090	\$ 82.36	\$ 50.00	\$ 29.44	\$ 161.80
00112340-0926118606	CORY HUNT	20611 GOSFORD WAY	ACTIVE	22-16621-03-010	\$ 83.97	\$ 50.00	\$ 29.80	\$ 163.77
00112892-0926119116	VARA PRASAD YERICHERLA	20617 GOSFORD WAY	ACTIVE	22-16621-03-020	\$ 507.48	\$ 50.00	\$ 123.99	\$ 681.47
00117792-0926118616	DEBRA MILLER	20629 GOSFORD WAY	ACTIVE	22-16621-03-040	\$ 640.20	\$ 50.00	\$ 153.51	\$ 843.71
00114931-0926122751	GUSTAVO MARTINS GOERG	7655 207TH ST W	ACTIVE	22-16622-02-080	\$ 143.42	\$ 50.00	\$ 43.02	\$ 236.44
00116248-0926124736	KATHERINE JOHNSON	20758 GLADE AVE	ACTIVE	22-16622-03-090	\$ 499.06	\$ 50.00	\$ 122.12	\$ 671.18
00118322-0926123076	CRYSTAL KOHLER	7794 207TH ST W	ACTIVE	22-16622-05-010	\$ 135.63	\$ 50.00	\$ 41.29	\$ 226.92
00104630-0251162141	YULIANA ESPINAL	16214 GLEN OAKS RD	ACTIVE	22-16650-01-020	\$ 699.56	\$ 50.00	\$ 166.71	\$ 916.27
00000000-2000001243	KEOLAMTHOUANE SOUNTHAVIN	16320 GLEN OAKS RD	ACTIVE	22-16650-01-090	\$ 292.14	\$ 50.00	\$ 76.10	\$ 418.24
00104809-0252162496	BENIAM TESFAZGY	16249 GLEN OAKS CT	ACTIVE	22-16650-02-060	\$ 832.71	\$ 50.00	\$ 196.32	\$ 1,079.03
00107807-0252162595	ARACELI SALAZAR	16259 GLEN OAKS CT	ACTIVE	22-16650-02-080	\$ 298.09	\$ 50.00	\$ 77.42	\$ 425.51
00109711-0253163204	TIM LANIGAN	16320 GODSON DR	ACTIVE	22-16651-01-030	\$ 380.10	\$ 50.00	\$ 95.66	\$ 525.76
00086869-0253163253	JARED KAMPF	16325 GODSON DR	ACTIVE	22-16651-03-130	\$ 230.82	\$ 50.00	\$ 62.46	\$ 343.28
00080949-0253164681	EDWARD WESEE	16468 GODSON DR	ACTIVE	22-16652-01-090	\$ 1,077.65	\$ 50.00	\$ 250.80	\$ 1,378.45
00069127-0386163105	ELTON CAMPBELL	16310 GOODVIEW TR	ACTIVE	22-16653-01-070	\$ 353.64	\$ 50.00	\$ 89.77	\$ 493.41
00107014-0255164135	JUSTIN THILL	16413 GRENOBLE AVE	ACTIVE	22-16653-04-130	\$ 129.11	\$ 50.00	\$ 39.84	\$ 218.95
00115577-0255164275	ARUN NAMBOODUAD	16427 GRENOBLE AVE	ACTIVE	22-16653-04-140	\$ 191.55	\$ 50.00	\$ 53.72	\$ 295.27
00055793-0366168991	MARI OLSON	16899 GARCIA WAY W	ACTIVE	22-16700-01-020	\$ 586.09	\$ 50.00	\$ 141.47	\$ 777.56
00074355-0366169296	DAWN ERICKSON	16929 GARCIA WAY	ACTIVE	22-16700-01-080	\$ 369.65	\$ 50.00	\$ 93.33	\$ 512.98
00065514-0170074658	TERRY CUSHMAN	7465 170TH ST W APT 1	ACTIVE	22-16700-01-150	\$ 1,441.56	\$ 50.00	\$ 331.74	\$ 1,823.30
00065514-0170074674	TERRY CUSHMAN	7465 170TH ST W APT 2	ACTIVE	22-16700-01-150	\$ 184.60	\$ 50.00	\$ 52.18	\$ 286.78
00065514-0170074690	TERRY CUSHMAN	7465 170TH ST W APT 3	ACTIVE	22-16700-01-150	\$ 289.30	\$ 50.00	\$ 75.46	\$ 414.76
00065514-0170074716	TERRY CUSHMAN	7465 170TH ST W APT 4	ACTIVE	22-16700-01-150	\$ 200.10	\$ 50.00	\$ 55.62	\$ 305.72
00118057-0366169247	GUADALUPE SANDOVAL	16924 GARCIA WAY	ACTIVE	22-16700-02-090	\$ 273.66	\$ 50.00	\$ 71.99	\$ 395.65
00059252-0366169429	JAMES ROEMHILDT	16942 GARCIA WAY	ACTIVE	22-16700-02-120	\$ 2,048.13	\$ 50.00	\$ 466.65	\$ 2,564.78
00057692-0930074303	BRUCE WILCOX	7430 170TH CT W	ACTIVE	22-16700-03-060	\$ 489.70	\$ 50.00	\$ 120.04	\$ 659.74
00086629-0364169447	JOHN SIMO	16944 GANNON WAY	ACTIVE	22-16701-01-090	\$ 450.52	\$ 50.00	\$ 111.32	\$ 611.84
00105520-0364169504	JUSTIN MACK	16950 GANNON WAY	ACTIVE	22-16701-01-100	\$ 346.40	\$ 50.00	\$ 88.16	\$ 484.56
00094141-0364169686	JEREMIAH B. OLSON	16968 GANNON WAY	ACTIVE	22-16701-01-130	\$ 513.63	\$ 50.00	\$ 125.36	\$ 688.99
00099737-0364169173	NICOLE JOHNSON	16917 GANNON WAY	ACTIVE	22-16701-02-020	\$ 436.05	\$ 50.00	\$ 108.10	\$ 594.15
00096025-0368071656	DEQA KHALIF	7165 Gerdine CT	ACTIVE	22-16702-01-080	\$ 434.95	\$ 50.00	\$ 107.86	\$ 592.81
00115639-0359170806	ANTHONY WILSON	17080 Gerdine PATH	ACTIVE	22-16702-02-040	\$ 498.33	\$ 50.00	\$ 121.95	\$ 670.28
00055753-0364171682	RUTH G BLONDIN	17168 GANNON WAY	ACTIVE	22-16703-01-030	\$ 164.02	\$ 50.00	\$ 47.60	\$ 261.62
00105678-0364171021	ERIC GOEMAN	17102 GANNON WAY	ACTIVE	22-16703-01-070	\$ 552.16	\$ 50.00	\$ 133.93	\$ 736.09
00076501-0364171757	SHAWN HERDINA	17175 GANNON WAY	ACTIVE	22-16703-02-010	\$ 332.92	\$ 50.00	\$ 85.17	\$ 468.09
00055736-0364170254	ARTHUR ROBERTS	17025 GANNON WAY	ACTIVE	22-16703-02-130	\$ 230.98	\$ 50.00	\$ 62.49	\$ 343.47
00097196-0264169919	MINDY HILL	16991 GEORGETOWN WAY	ACTIVE	22-16704-01-040	\$ 260.04	\$ 50.00	\$ 68.96	\$ 379.00
00053079-0170073197	TAMMY COSSETTE-POLAK	7319 170TH ST W	ACTIVE	22-16704-02-020	\$ 430.12	\$ 50.00	\$ 106.78	\$ 586.90
00103651-0264170172	VICTOR MAKORI	17017 GEORGETOWN WAY	ACTIVE	22-16704-04-060	\$ 809.56	\$ 50.00	\$ 191.18	\$ 1,050.74

00064254-0264170750	ALVIN SMITH	17075 GEORGETOWN WAY	ACTIVE	22-16704-04-180	\$	328.92	\$	50.00	\$	84.28	\$	463.20
00053947-0264170792	BRIAN HART	17079 GEORGETOWN WAY	ACTIVE	22-16704-04-190	\$	515.99	\$	50.00	\$	125.88	\$	691.87
00053931-0264170081	KENT JOYNER	17008 GEORGETOWN WAY	ACTIVE	22-16704-06-020	\$	370.03	\$	50.00	\$	93.42	\$	513.45
00076389-0264170123	KEVIN FOX	17012 GEORGETOWN WAY	ACTIVE	22-16704-06-030	\$	266.00	\$	50.00	\$	70.28	\$	386.28
00114511-0264170941	DOSTONBEK MUMINOV	17094 GEORGETOWN WAY	ACTIVE	22-16704-06-150	\$	632.18	\$	50.00	\$	151.72	\$	833.90
00077503-0264170982	ERIK SUNSDAHL	17098 GEORGETOWN WAY	ACTIVE	22-16704-06-160	\$	532.52	\$	50.00	\$	129.56	\$	712.08
00117053-0926123416	BRENDA ESTERLY	20177 GINSENG WAY	ACTIVE	22-16716-01-050	\$	377.00	\$	50.00	\$	94.97	\$	521.97
00116694-0926123411	MICHAEL HILLER	20176 GINSENG WAY	ACTIVE	22-16716-01-140	\$	106.83	\$	50.00	\$	34.88	\$	191.71
00119111-0926129941	ERIK MARTINEZ	20171 GAMBREL PATH	ACTIVE	22-16716-03-050	\$	150.03	\$	50.00	\$	44.49	\$	244.52
00118809-0926129666	CURTIS KELLY	20412 GALVESTON PL	ACTIVE	22-16716-04-020	\$	269.88	\$	50.00	\$	71.14	\$	391.02
00116215-0926125506	MOHAMED ALI	7355 204TH ST W	ACTIVE	22-16716-06-010	\$	787.69	\$	50.00	\$	186.31	\$	1,024.00
00115234-0926123586	MICHAEL THOMPSON	7403 204TH ST W	ACTIVE	22-16716-06-040	\$	185.85	\$	50.00	\$	52.46	\$	288.31
00115812-0926125116	JONATHAN WU	7356 204TH ST W	ACTIVE	22-16716-06-100	\$	414.13	\$	50.00	\$	103.23	\$	567.36
00117216-0926126821	AHMED HUSSEIN	20457 GINGER CT	ACTIVE	22-16716-06-110	\$	192.22	\$	50.00	\$	53.87	\$	296.09
00118898-0926130271	JUSTIN ROSS	20341 GARGOYLE LA	ACTIVE	22-16717-08-050	\$	200.58	\$	50.00	\$	55.73	\$	306.31
00118595-0926129986	NICHOLAS DULAS	20405 GALVESTON PL	ACTIVE	22-16717-09-070	\$	114.03	\$	50.00	\$	36.48	\$	200.51
00000000-2000000737	SAMUEL LARSON	7012 205TH ST W	ACTIVE	22-16717-11-020	\$	118.89	\$	50.00	\$	37.56	\$	206.45
00000000-2000000736	ZERFIE FERED	7036 205TH ST W	ACTIVE	22-16717-11-040	\$	96.72	\$	50.00	\$	32.63	\$	179.35
00104114-0926098856	AARON ABDISSA	20962 GROMMET AVE	ACTIVE	22-16740-02-040	\$	323.93	\$	50.00	\$	83.17	\$	457.10
00113404-0926100266	SANTIAGO ORTIZ	20933 GROMMET AVE	ACTIVE	22-16740-02-040	\$	381.73	\$	50.00	\$	96.02	\$	527.75
00106546-0926105476	VICKY INSIXIENGMA	20878 GREENWOOD AVE	ACTIVE	22-16740-03-060	\$	581.65	\$	50.00	\$	140.49	\$	772.14
00099171-0926099626	DAVID BANKS	20914 GROMMET AVE	ACTIVE	22-16740-07-080	\$	197.00	\$	50.00	\$	54.94	\$	301.94
00110470-0926101746	HEATHER COUGHLIN	20953 GREENWOOD CT	ACTIVE	22-16740-07-140	\$	551.29	\$	50.00	\$	133.73	\$	735.02
00104633-0926105001	XAVIER SOGOYOU	20863 HARTFORD WAY	ACTIVE	22-16741-01-110	\$	588.00	\$	50.00	\$	141.90	\$	779.90
00099733-0926100911	RICHARD MACK	20855 GOODHUE WAY	ACTIVE	22-16741-03-030	\$	185.02	\$	50.00	\$	52.27	\$	287.29
00113782-0926105231	OULWATOSIN BADEJO	20881 GUTHRIE DR	ACTIVE	22-16742-01-030	\$	107.53	\$	50.00	\$	35.04	\$	192.57
00101074-0209086758	NEIL ROBERTS	8675 209TH ST W	ACTIVE	22-16900-01-010	\$	513.99	\$	50.00	\$	125.44	\$	689.43
00110170-0797189196	SANYII LAMU	18919 INCA AVE	ACTIVE	22-16950-01-090	\$	234.28	\$	50.00	\$	63.23	\$	347.51
00102091-0797189543	NICOLE YOHN	18954 INCA AVE	ACTIVE	22-16950-02-010	\$	291.79	\$	50.00	\$	76.02	\$	417.81
00113100-0797189162	LESLIE BUTLER	18916 INCA AVE	ACTIVE	22-16950-02-080	\$	292.60	\$	50.00	\$	76.20	\$	418.80
00105231-0797188628	JAY SCHLIESMAN	18862 INCA AVE	ACTIVE	22-16950-02-160	\$	351.10	\$	50.00	\$	89.21	\$	490.31
00117139-0795189370	KARLA TILLMAN	18937 INLET RD	ACTIVE	22-16950-02-220	\$	166.88	\$	50.00	\$	48.24	\$	265.12
00118056-0795189107	NATHAN BOYER	18910 INLET RD	ACTIVE	22-16950-03-210	\$	499.80	\$	50.00	\$	122.28	\$	672.08
00112127-0795189024	KAREN LEE	18902 INLET RD	ACTIVE	22-16950-03-230	\$	312.58	\$	50.00	\$	80.64	\$	443.22
00078023-0190092856	CATHY SCOTT	9285 190TH ST W	ACTIVE	22-16951-01-020	\$	150.02	\$	50.00	\$	44.49	\$	244.51
00087035-0926087846	TAMARA CAMPBELL	21283 IXONIA LA	ACTIVE	22-16975-02-010	\$	486.52	\$	50.00	\$	119.33	\$	655.85
00114065-0898213200	PAUL BAKER	21320 ISOTOPE TR	ACTIVE	22-16975-03-010	\$	430.03	\$	50.00	\$	106.76	\$	586.79
00085321-0926086081	BRIAN LARSON	21245 ISOTOPE TR	ACTIVE	22-16975-04-020	\$	166.86	\$	50.00	\$	48.23	\$	265.09
00085021-0926086106	BENJAMIN SHEA	21068 ISTRIA PATH	ACTIVE	22-16976-02-180	\$	135.63	\$	50.00	\$	41.29	\$	226.92
00096521-0926087496	RYAN LAMOUREUX	9801 211TH ST W	ACTIVE	22-16976-03-090	\$	664.18	\$	50.00	\$	158.84	\$	873.02
00075619-0926091041	JOYCE AYESU	21161 ISOTOPE TR	ACTIVE	22-16977-01-020	\$	174.57	\$	50.00	\$	49.95	\$	274.52
00102223-0926089856	STEVEN AMOAPIM	21259 INSPIRATION PATH	ACTIVE	22-16977-02-080	\$	625.10	\$	50.00	\$	150.15	\$	825.25
00087784-0926090336	KRISHNA TINGELHOFF	21290 INSPIRATION CT	ACTIVE	22-16977-04-110	\$	345.53	\$	50.00	\$	87.97	\$	483.50
00106551-0926093531	AMY WOODFILL	9501 212TH ST W	ACTIVE	22-16978-01-120	\$	642.68	\$	50.00	\$	154.06	\$	846.74
00091381-0926092926	DANIEL CONNER	9692 212TH ST W	ACTIVE	22-16978-02-020	\$	667.13	\$	50.00	\$	159.50	\$	876.63
00108369-0926092606	JEFFREY DOLAN	9606 212TH ST W	ACTIVE	22-16978-02-050	\$	426.93	\$	50.00	\$	106.07	\$	583.00
00103433-0374161145	IRENE WON	16114 GOODVIEW WAY	ACTIVE	22-17000-02-070	\$	81.01	\$	50.00	\$	29.14	\$	160.15
00107261-0380161261	ANNE MCCLIMON	16126 GROVE TR	ACTIVE	22-17000-03-170	\$	296.59	\$	50.00	\$	77.09	\$	423.68
00098289-0386162073	AMANDA JOVANOVIC	16207 GOODVIEW TR	ACTIVE	22-17000-04-040	\$	542.75	\$	50.00	\$	131.83	\$	724.58
00056160-0380162756	THOMAS REINAN	16275 GROVE TR	ACTIVE	22-17001-02-070	\$	363.97	\$	50.00	\$	92.07	\$	506.04
00066864-0256163144	BRUCE CLEMENT	16314 GRINNELL CIR	ACTIVE	22-17002-01-130	\$	238.13	\$	50.00	\$	64.08	\$	352.21
00055309-0349163614	KENT WENGENROTH	16361 GRINNELL C	ACTIVE	22-17002-01-170	\$	771.89	\$	50.00	\$	182.80	\$	1,004.69
00000000-2000000049	BRYAN LAM	16276 GREENBRIAR CT	ACTIVE	22-17002-02-350	\$	203.63	\$	50.00	\$	56.41	\$	310.04
00119176-0347163350	SEAN RAYBALL	16335 GREENBRIAR LA	ACTIVE	22-17002-02-370	\$	122.71	\$	50.00	\$	38.41	\$	211.12
00108421-0382173504	SCOTT MONSON	17350 GREENVIEW CIR	ACTIVE	22-17050-03-030	\$	316.13	\$	50.00	\$	81.43	\$	447.56
00114596-0381173224	NURA DEDALE	17322 GOLDENVIEW AVE	ACTIVE	22-17050-04-010	\$	769.50	\$	50.00	\$	182.27	\$	1,001.77
00089667-0381174305	FRANCISCA STAND STRONG	17430 GOLDENVIEW AVE	ACTIVE	22-17050-04-070	\$	159.25	\$	50.00	\$	46.54	\$	255.79

00000000-2000000256	HEATHER RODRIGUEZ	17446 GOLDENVUE AVE	ACTIVE	22-17050-04-090	\$	157.25	\$	50.00	\$	46.09	\$	253.34
00092866-0942077922	OMAR GURASE	7792 UPPER 171ST ST W	ACTIVE	22-17051-03-030	\$	980.52	\$	50.00	\$	229.20	\$	1,259.72
00101859-0942078045	HOA T MAI	7804 UPPER 171ST ST W	ACTIVE	22-17051-03-040	\$	415.32	\$	50.00	\$	103.49	\$	568.81
00109377-0172077873	AMY LORD	7787 172ND ST W	ACTIVE	22-17051-03-060	\$	534.38	\$	50.00	\$	129.97	\$	714.35
00099241-0172077535	KATHY STRESE	7753 172ND ST W	ACTIVE	22-17051-03-080	\$	354.34	\$	50.00	\$	89.93	\$	494.27
00106444-0261174318	BETH VOELKER	17431 GOODHUE AVE	ACTIVE	22-17052-03-130	\$	180.70	\$	50.00	\$	51.31	\$	282.01
00097993-0261174144	JIAXI LU	17414 GOODHUE AVE	ACTIVE	22-17052-04-010	\$	169.79	\$	50.00	\$	48.88	\$	268.67
00091474-0174084182	ELIZABETH SUTTER	8418 174TH ST W	ACTIVE	22-17075-02-040	\$	238.91	\$	50.00	\$	64.26	\$	353.17
00117237-0173079456	MARION SLUSHER	7945 173RD ST W	ACTIVE	22-17100-01-090	\$	786.52	\$	50.00	\$	186.05	\$	1,022.57
00064536-0174079992	ERIC SHARBO	7999 174TH ST W	ACTIVE	22-17100-03-080	\$	216.20	\$	50.00	\$	59.21	\$	325.41
00095736-0173079407	CURT PETERSON	7940 173RD ST W	ACTIVE	22-17100-03-160	\$	267.70	\$	50.00	\$	70.66	\$	388.36
00105054-0384173106	NATHAN WATERMAN	17310 GROVE AVE	ACTIVE	22-17100-04-010	\$	828.09	\$	50.00	\$	195.30	\$	1,073.39
00089616-0174080321	MAXWELL LASALLE	8032 174TH ST W	ACTIVE	22-17100-05-010	\$	115.41	\$	50.00	\$	36.79	\$	202.20
00110781-0174079661	DAVID GLESMANN	7966 174TH ST W	ACTIVE	22-17100-05-050	\$	230.81	\$	50.00	\$	62.46	\$	343.27
00082618-0422174587	GLEN D SHAW	17458 HAYES AVE	ACTIVE	22-17101-02-110	\$	193.27	\$	50.00	\$	54.11	\$	297.38
00083287-0384174187	ANN HELVICK	17418 GROVE AVE	ACTIVE	22-17102-02-030	\$	563.16	\$	50.00	\$	136.37	\$	749.53
00106313-0419171422	SHARON HEGGEDAHL	17142 HAMILTON DR	ACTIVE	22-17150-02-130	\$	536.21	\$	50.00	\$	130.38	\$	716.59
00066681-0419170887	ANDREW KNOX	17088 HAMILTON DR	ACTIVE	22-17150-02-180	\$	717.75	\$	50.00	\$	170.76	\$	938.51
00089633-0420171890	ROBERT EPPL	17189 HANNIBAL CT	ACTIVE	22-17151-02-110	\$	376.94	\$	50.00	\$	94.96	\$	521.90
00102229-0419170564	MICHAEL HANSON	17056 HAMILTON DR	ACTIVE	22-17151-03-030	\$	921.22	\$	50.00	\$	216.01	\$	1,187.23
00056565-0419170325	D POWELL	17032 HAMILTON DR	ACTIVE	22-17151-03-070	\$	251.05	\$	50.00	\$	66.96	\$	368.01
00110411-0421171212	GENARO CARAVANTES	17121 HARRINGTON WAY	ACTIVE	22-17152-04-050	\$	228.23	\$	50.00	\$	61.88	\$	340.11
00056640-0422170486	RUSS TERRELL	17048 HAYES AVE	ACTIVE	22-17152-05-120	\$	161.60	\$	50.00	\$	47.06	\$	258.66
00086124-0422170114	SHAWN DAY	17011 HAYES AVE	ACTIVE	22-17152-06-110	\$	544.39	\$	50.00	\$	132.20	\$	726.59
00110423-0419170200	JOHN WOLD	17020 HAMILTON DR	ACTIVE	22-17152-07-020	\$	158.26	\$	50.00	\$	46.32	\$	254.58
00103050-0421172400	HEATHER LEEKE	17240 HARRINGTON WAY	ACTIVE	22-17153-02-050	\$	274.67	\$	50.00	\$	72.21	\$	396.88
00084872-0421172723	GINA NGUYEN	17272 HARRINGTON WAY	ACTIVE	22-17153-02-090	\$	349.28	\$	50.00	\$	88.80	\$	488.08
00114591-0926100611	WILSON OBUNGA	18886 IBARRA TR	ACTIVE	22-17200-04-080	\$	990.51	\$	50.00	\$	231.42	\$	1,271.93
00100483-0926099631	NIKOLA VARBANOV	18805 HYLE AVE	ACTIVE	22-17200-04-130	\$	859.97	\$	50.00	\$	202.39	\$	1,112.36
00102847-0926103861	PAUL HEBERT	18917 HYLE AVE	ACTIVE	22-17200-04-200	\$	695.02	\$	50.00	\$	165.70	\$	910.72
00099371-0926099011	JEFFEREY WOOD	18838 IDEN AVE	ACTIVE	22-17201-04-060	\$	1,257.63	\$	50.00	\$	290.83	\$	1,598.46
00094737-0926099016	MYKE SAMPAYO	18717 HUXLEY AVE	ACTIVE	22-17201-05-010	\$	774.83	\$	50.00	\$	183.45	\$	1,008.28
00099899-0926100926	MARK ULMEN	18805 IDEN WAY	ACTIVE	22-17201-05-090	\$	1,248.80	\$	50.00	\$	288.87	\$	1,587.67
00099410-0926100311	AMY MCCALLISTER	18910 IDEN WAY	ACTIVE	22-17201-06-040	\$	335.49	\$	50.00	\$	85.74	\$	471.23
00116107-0926114771	ADANE KOJI	8728 188TH ST W	ACTIVE	22-17203-03-050	\$	715.36	\$	50.00	\$	170.22	\$	935.58
00107146-0926110241	ADAM BOARD	18862 HOUSTON WAY	ACTIVE	22-17203-03-130	\$	466.38	\$	50.00	\$	114.85	\$	631.23
00108390-0926111631	MEGAN RILEY	18801 HOUSTON WAY	ACTIVE	22-17203-05-010	\$	609.76	\$	50.00	\$	146.74	\$	806.50
00114665-0926108041	MAGGIE HINCHLEY	8782 189TH ST W	ACTIVE	22-17203-06-020	\$	461.37	\$	50.00	\$	113.73	\$	625.10
00105601-0926107776	SHELLY GARNER	8740 189TH ST W	ACTIVE	22-17203-06-050	\$	564.86	\$	50.00	\$	136.75	\$	751.61
00083778-0926109731	JENNIFER SUCHA	8698 189TH ST W	ACTIVE	22-17203-06-080	\$	661.29	\$	50.00	\$	158.20	\$	869.49
00107515-0926109841	CURTIS BATULIS	8670 189TH ST W	ACTIVE	22-17203-06-100	\$	1,119.75	\$	50.00	\$	260.17	\$	1,429.92
00106488-0926109041	GREG SELLERS	18976 HUNTLEY TR	ACTIVE	22-17203-06-140	\$	1,039.47	\$	50.00	\$	242.31	\$	1,331.78
00106880-0926109141	MICHAEL BURNETT	18937 HUNTLEY TR	ACTIVE	22-17203-07-100	\$	326.41	\$	50.00	\$	83.72	\$	460.13
00105389-0926107046	BRYLEE DEML	18941 HUNTLEY TR	ACTIVE	22-17203-07-110	\$	319.94	\$	50.00	\$	82.28	\$	452.22
00074699-0517208425	TIM ALLEN	20842 JACQUARD AVE	ACTIVE	22-17750-01-030	\$	500.43	\$	50.00	\$	122.42	\$	672.85
00114229-0461209981	GEORGE LELAND MEYER	20998 ITERI AVE	ACTIVE	22-17750-03-120	\$	347.58	\$	50.00	\$	88.43	\$	486.01
00116419-0456208857	JSW PROPERTIES LLC	20885 ITALY AVE	ACTIVE	22-17750-03-190	\$	394.06	\$	50.00	\$	98.76	\$	542.82
00107651-0456208428	ERIC RUTHIG	20842 ITALY AVE	ACTIVE	22-17750-04-030	\$	230.54	\$	50.00	\$	62.40	\$	342.94
00101268-0455208437	MIRIAM DUQUE	20843 ISLE AVE	ACTIVE	22-17750-04-220	\$	616.98	\$	50.00	\$	148.34	\$	815.32
00118586-0455208429	JOHN MCDONALD	20842 ISLE AVE	ACTIVE	22-17750-05-030	\$	277.29	\$	50.00	\$	72.79	\$	400.08
00115998-0926124901	SCOTT BORCHERT	17965 GIANTS WAY	ACTIVE	22-18090-01-150	\$	266.36	\$	50.00	\$	70.36	\$	386.72
00118214-0926128066	KHADRA AHMED IBRAHIM	17947 GIANTS WAY	ACTIVE	22-18090-01-240	\$	107.61	\$	50.00	\$	35.05	\$	192.66
00000000-2000000291	SCOTT CHANDRADAT	17905 GIANTS WAY	ACTIVE	22-18090-01-450	\$	129.38	\$	50.00	\$	39.90	\$	219.28
00117144-0926125741	AARON KOTHE	17974 GIANTS WAY	ACTIVE	22-18090-01-670	\$	122.71	\$	50.00	\$	38.41	\$	211.12
00115716-0926124451	SAI RAMYA VANI KANAKAM	17990 GIANTS WAY	ACTIVE	22-18090-01-750	\$	484.83	\$	50.00	\$	118.95	\$	653.78
00115715-0926124456	DARA RISHI	17992 GIANTS WAY	ACTIVE	22-18090-01-760	\$	114.91	\$	50.00	\$	36.68	\$	201.59
00104286-0245170903	JIMMY COLLIER	17090 EMBERS AVE	ACTIVE	22-18100-05-102	\$	898.73	\$	50.00	\$	211.01	\$	1,159.74

00107066-0245171307	MICHAEL LIEN	17130 EMBERS AVE	ACTIVE	22-18100-05-301	\$	1,083.15	\$	50.00	\$	252.02	\$	1,385.17
00112338-0245171463	RACHEL A BORST	17146 EMBERS AVE	ACTIVE	22-18100-05-402	\$	282.71	\$	50.00	\$	74.00	\$	406.71
00104241-0247170786	DANIEL HEMCHAND RAMROOP	17078 ENCINA PATH	ACTIVE	22-18100-06-602	\$	451.56	\$	50.00	\$	111.55	\$	613.11
00109803-0247171610	ABEBECH SEYOUM	17161 ENCINA PATH	ACTIVE	22-18101-06-007	\$	324.21	\$	50.00	\$	83.23	\$	457.44
00104324-0247171453	KRISTOPHER JOHNSTONE	17145 ENCINA PATH	ACTIVE	22-18101-06-107	\$	179.34	\$	50.00	\$	51.01	\$	280.35
00110338-0247171156	PEI THOMPSON GBATU	17115 ENCINA PATH	ACTIVE	22-18101-06-304	\$	336.75	\$	50.00	\$	86.02	\$	472.77
00109540-0247170950	ERIK NOLTE	17095 ENCINA PATH	ACTIVE	22-18101-06-407	\$	179.40	\$	50.00	\$	51.02	\$	280.42
00104259-0245171414	KASSANDRA AUGEDAHL	17141 EMBERS AVE	ACTIVE	22-18101-07-203	\$	151.44	\$	50.00	\$	44.80	\$	246.24
00109217-0247170653	FABIAN SEGURA	17065 ENCINA PATH	ACTIVE	22-18102-07-406	\$	1,598.61	\$	50.00	\$	366.67	\$	2,015.28
00119155-0926085871	LLOYD SALIMBAO	17040 EMBERS AVE	ACTIVE	22-18102-07-506	\$	248.27	\$	50.00	\$	66.34	\$	364.61
00114426-0172053742	NIMO SHEIKH	5374 172ND ST W	ACTIVE	22-18103-05-701	\$	3,284.82	\$	50.00	\$	741.70	\$	4,076.52
00112123-0172053940	SUSAN ECKLEY	5394 172ND ST W	ACTIVE	22-18103-05-803	\$	304.03	\$	50.00	\$	78.74	\$	432.77
00117642-0247172071	JOSIAH MOMANYI	17207 ENCINA PATH	ACTIVE	22-18103-05-906	\$	329.94	\$	50.00	\$	84.50	\$	464.44
00112150-0172053692	RICHARD KAISER	5369 172ND ST W	ACTIVE	22-18103-06-901	\$	244.45	\$	50.00	\$	65.49	\$	359.94
00116979-0172053833	ERIC FROOM	5383 172ND ST W	ACTIVE	22-18103-06-905	\$	694.44	\$	50.00	\$	165.57	\$	910.01
00112122-0172053916	DUNG TRUONG	5391 172ND ST W	ACTIVE	22-18103-07-004	\$	737.89	\$	50.00	\$	175.24	\$	963.13
00112521-0247172295	TEJASHREE ITZEL SHRI CHOUDHARY	17229 ENCINA PATH	ACTIVE	22-18103-07-604	\$	320.95	\$	50.00	\$	82.50	\$	453.45
00112138-0247172345	NICOLE KROENKE	17234 ENCINA PATH	ACTIVE	22-18103-07-706	\$	151.22	\$	50.00	\$	44.75	\$	245.97
00061228-0771204953	LINDA TREPANIR	20495 INDEPENDENCE AVE	ACTIVE	22-18200-01-030	\$	1,535.33	\$	50.00	\$	352.59	\$	1,937.92
00094633-0207093855	DEXTER LEWIS	9385 207TH ST W	ACTIVE	22-18200-04-070	\$	997.19	\$	50.00	\$	232.91	\$	1,280.10
00099160-0778203792	GRANT BOWDEN	20379 IDAHO CT	ACTIVE	22-18201-01-020	\$	905.99	\$	50.00	\$	212.62	\$	1,168.61
00068980-0778203784	ERIC WOODRUFF	20378 IDAHO CT	ACTIVE	22-18201-01-050	\$	142.69	\$	50.00	\$	42.86	\$	235.55
00071767-0773204407	THOMAS CARR	20440 IMPATIENS WAY	ACTIVE	22-18201-02-080	\$	158.67	\$	50.00	\$	46.41	\$	255.08
00095397-0173065950	MELISSA REMBLESKI	6595 173RD ST W	ACTIVE	22-18300-01-060	\$	716.25	\$	50.00	\$	170.42	\$	936.67
00065704-0329066050	TIM SANDAGE	6605 FOLSOM PATH	ACTIVE	22-18300-02-070	\$	786.09	\$	50.00	\$	185.96	\$	1,022.05
00066329-0175065610	MICHAEL LIDEN	6561 175TH ST W	ACTIVE	22-18301-02-080	\$	466.12	\$	50.00	\$	114.79	\$	630.91
00096204-0175066709	SAMATHA RIBELIN	6670 175TH ST W	ACTIVE	22-18301-03-020	\$	216.77	\$	50.00	\$	59.33	\$	326.10
00092048-0175067293	KEVIN MILLER	6729 175TH ST W	ACTIVE	22-18301-04-070	\$	659.37	\$	50.00	\$	157.77	\$	867.14
00115563-0300173651	ACCESS RECOVERY CENTER	17365 FONTANA PATH	ACTIVE	22-18301-04-080	\$	578.91	\$	50.00	\$	139.88	\$	768.79
00079756-0300174055	ISAAC FRIMPONG	17405 FONTANA PATH	ACTIVE	22-18301-04-100	\$	122.71	\$	50.00	\$	38.41	\$	211.12
00053541-0175067202	JEFFREY PIERICK	6720 175TH ST W	ACTIVE	22-18301-05-030	\$	473.25	\$	50.00	\$	116.38	\$	639.63
00089890-0341175103	NATHAN BRACKENBURY	17510 FOXBORO LA	ACTIVE	22-18304-04-020	\$	526.01	\$	50.00	\$	128.11	\$	704.12
00075160-0365175203	SCOT DROTNING	17520 GAGE AVE	ACTIVE	22-18305-01-040	\$	476.48	\$	50.00	\$	117.09	\$	643.57
00066782-0365175435	STEVEN SIRRINE	17543 GAGE AVE	ACTIVE	22-18305-02-020	\$	1,003.56	\$	50.00	\$	234.32	\$	1,287.88
00114541-0174069613	CARLOS RAMIREZ	6961 174TH ST W	ACTIVE	22-18306-02-030	\$	481.59	\$	50.00	\$	118.23	\$	649.82
00070216-0173069903	PATRICK GOUGH	6990 173RD ST W	ACTIVE	22-18306-03-050	\$	509.63	\$	50.00	\$	124.47	\$	684.10
00067496-0173069549	MERLE HILTNER	6954 173RD ST W	ACTIVE	22-18306-03-070	\$	86.34	\$	50.00	\$	30.32	\$	166.66
00116281-0174068417	ADDIS MESKELA	6841 174TH ST W	ACTIVE	22-18306-03-140	\$	537.05	\$	50.00	\$	130.57	\$	717.62
00090572-0391169501	DEREK SCHMEIDEL	16950 HARBOR CT	ACTIVE	22-18501-01-010	\$	527.61	\$	50.00	\$	128.47	\$	706.08
00091696-0391169154	JENAYE GREER	16915 HARBOR CT	ACTIVE	22-18501-01-070	\$	93.49	\$	50.00	\$	31.91	\$	175.40
00099567-0277166506	GRAHAM JOHNSON	16650 HEARTHSIDE CT	ACTIVE	22-18520-01-090	\$	267.35	\$	50.00	\$	70.58	\$	387.93
00101908-0926103606	DAKOTA TRUCK	21450 HUMBOLDT CT	ACTIVE	22-18525-01-023	\$	1,714.79	\$	50.00	\$	392.51	\$	2,157.30
00081525-0678170131	VLADIMIR BRUTSKY	17013 GALLEON CIR	ACTIVE	22-18530-02-060	\$	308.41	\$	50.00	\$	79.71	\$	438.12
00096907-0926097766	KRISTOFFER VERPLANK	19332 HILDALE AVE	ACTIVE	22-18536-01-040	\$	140.37	\$	50.00	\$	42.34	\$	232.71
00095366-0926095191	WILLIAM FLIKEID	19356 HEARTH CT	ACTIVE	22-18536-02-100	\$	607.65	\$	50.00	\$	146.27	\$	803.92
00096593-0926097046	TINA GAROFOLO	19073 HARAPPA AVE	ACTIVE	22-18537-01-010	\$	119.53	\$	50.00	\$	37.71	\$	207.24
00097703-0926096871	JASON DECKER	19175 HARAPPA AVE	ACTIVE	22-18537-01-040	\$	647.67	\$	50.00	\$	155.17	\$	852.84
00095742-0926095701	STEPHANIE SWANSON	19472 195TH CT	ACTIVE	22-18537-06-060	\$	331.80	\$	50.00	\$	84.92	\$	466.72
00117953-0926100336	DESERT MEDIA GROUP	19265 HILDALE AVE	ACTIVE	22-18538-01-040	\$	167.34	\$	50.00	\$	48.34	\$	265.68
00110661-0926098201	AHMED MADAR	19198 HILDALE AVE	ACTIVE	22-18538-02-080	\$	570.45	\$	50.00	\$	137.99	\$	758.44
00099276-0926099856	MATTHEW NELSEN	19293 HIMALAYA AVE	ACTIVE	22-18538-02-220	\$	678.41	\$	50.00	\$	162.01	\$	890.42
00110286-0231162902	DAVID THILL	16290 CRYSTAL HILLS DR	ACTIVE	22-18550-01-190	\$	453.73	\$	50.00	\$	112.04	\$	615.77
00103098-0594166751	SATYA CONGER	16675 INNSBROOK DR	ACTIVE	22-18586-01-010	\$	806.92	\$	50.00	\$	190.59	\$	1,047.51
00113119-0274170410	TODD WRIGHT	17041 HUNTINGTON PATH	ACTIVE	22-18590-01-050	\$	467.97	\$	50.00	\$	115.20	\$	633.17
00115478-0473167957	NELLY HERNANDEZ-OLIVARES	16795 ILLINOIS AVE	ACTIVE	22-18595-01-040	\$	302.13	\$	50.00	\$	78.32	\$	430.45
00083074-0596166563	CHRISTOPHER D ABURIME TSTE	16656 IMPERIAL CT	ACTIVE	22-18595-04-040	\$	83.97	\$	50.00	\$	29.80	\$	163.77
00079330-0651166882	GREGG STEVENS	16688 INTERLACHEN BLVD	ACTIVE	22-18597-01-090	\$	641.06	\$	50.00	\$	153.70	\$	844.76

00080008-0651162545	WENDY SWANSON	16254 INTERLACHEN BLVD	ACTIVE	22-18598-02-060	\$	437.31	\$	50.00	\$	108.38	\$	595.69
00109679-0161090974	TARA SHEPPARD	9097 161ST ST W	ACTIVE	22-18599-01-060	\$	291.87	\$	50.00	\$	76.04	\$	417.91
00101384-0656164359	ANDREA OVERGAARD	16435 IRIS CT	ACTIVE	22-18599-05-060	\$	1,014.44	\$	50.00	\$	236.74	\$	1,301.18
00103393-0656164405	GERIS KRAUS	16440 IRIS CT	ACTIVE	22-18599-05-070	\$	754.22	\$	50.00	\$	178.87	\$	983.09
00085013-0926095121	ADAM HARKLERODE	17329 GALLE CT	ACTIVE	22-18600-03-040	\$	685.82	\$	50.00	\$	163.65	\$	899.47
00097117-0926093731	LUKE RITCHIE	17338 GALLE CT	ACTIVE	22-18600-03-080	\$	1,142.67	\$	50.00	\$	265.26	\$	1,457.93
00081576-0235179617	MARK KIECKER	17961 FULDA TR	ACTIVE	22-18600-06-150	\$	555.41	\$	50.00	\$	134.65	\$	740.06
00089066-0234179733	DORI HARRIS	17973 FULLERTON CT	ACTIVE	22-18600-06-170	\$	415.32	\$	50.00	\$	103.49	\$	568.81
00082877-0234179931	TRACY TRAN	17993 FULLERTON CT	ACTIVE	22-18600-06-220	\$	158.26	\$	50.00	\$	46.32	\$	254.58
00082657-0725179341	VERONIKA BARBER	17934 FLUSHING HILLS LA	ACTIVE	22-18600-06-270	\$	1,186.83	\$	50.00	\$	275.08	\$	1,511.91
00091425-0926085216	ADAM M GODES	17596 Gerdine Path	ACTIVE	22-18601-03-070	\$	472.94	\$	50.00	\$	116.31	\$	639.25
00082854-0720177548	JON LARSON	17754 FORTUNE TR	ACTIVE	22-18601-05-010	\$	1,042.16	\$	50.00	\$	242.91	\$	1,335.07
00109154-0177071400	WAYNE BEDEAUX	7140 177TH ST W	ACTIVE	22-18602-03-030	\$	107.61	\$	50.00	\$	35.05	\$	192.66
00107565-0229178427	ADUGNA DINKA	17842 FORMOSA CT	ACTIVE	22-18603-01-010	\$	1,103.89	\$	50.00	\$	256.64	\$	1,410.53
00086112-0926084811	CHUDI IGBANUGO	17865 FORMOSA CT	ACTIVE	22-18603-01-080	\$	897.23	\$	50.00	\$	210.67	\$	1,157.90
00116358-0926123926	ALISSA M. BOCK	16409 JAFFNA PL	ACTIVE	22-18670-01-110	\$	315.25	\$	50.00	\$	81.24	\$	446.49
00117648-0926123941	MOHAMED WEHELIE	16421 JAFFNA PL	ACTIVE	22-18670-01-130	\$	967.22	\$	50.00	\$	226.24	\$	1,243.46
00117331-0926125201	RAJITHA KILARU	16368 JAFFNA PL	ACTIVE	22-18670-01-310	\$	375.55	\$	50.00	\$	94.65	\$	520.20
00116312-0926124021	MOHAMED A. FARAH	16494 JAFFNA PL	ACTIVE	22-18670-01-520	\$	304.44	\$	50.00	\$	78.83	\$	433.27
00104233-0495163064	DELVIN ROY	16306 JAVA LA	ACTIVE	22-18700-01-050	\$	827.82	\$	50.00	\$	195.24	\$	1,073.06
00112809-0495163703	SHONTEL WILSON	16370 JAVA LA	ACTIVE	22-18700-01-120	\$	300.53	\$	50.00	\$	77.96	\$	428.49
00085915-0495164057	CELESTE ERNST	16405 JAVA LA	ACTIVE	22-18700-02-020	\$	450.67	\$	50.00	\$	111.35	\$	612.02
00109011-0547163062	CALEB FISHER	16306 JEWEL AVE	ACTIVE	22-18700-03-180	\$	582.93	\$	50.00	\$	140.77	\$	773.70
00094527-0461195445	AMY MAYER	19540 ITERI AVE	ACTIVE	22-18950-01-015	\$	127.68	\$	50.00	\$	39.52	\$	217.20
00114239-0462177268	JENNIFER ULMER	17726 IXONIA AVE	ACTIVE	22-19400-02-090	\$	1,047.95	\$	50.00	\$	244.20	\$	1,342.15
00113215-0462179900	YASMIN NOOR	17990 IXONIA AVE	ACTIVE	22-19401-03-090	\$	132.71	\$	50.00	\$	40.64	\$	223.35
00099719-0180098903	ROBERT PALMER	9890 180TH ST W	ACTIVE	22-19401-04-030	\$	481.39	\$	50.00	\$	118.19	\$	649.58
00056880-0457175954	THOMAS BRANHAM	17595 ITALY CT	ACTIVE	22-19402-01-050	\$	216.47	\$	50.00	\$	59.27	\$	325.74
00071227-0457176259	SUZANNE AMANOR-WILKS	17625 ITALY CT	ACTIVE	22-19402-01-080	\$	381.50	\$	50.00	\$	95.97	\$	527.47
00067611-0458176555	PATRICK MOYLAN	17655 ITALY PATH	ACTIVE	22-19402-01-100	\$	76.69	\$	50.00	\$	28.18	\$	154.87
00107351-0178097255	MICHAEL MURRAY	9725 178TH ST W	ACTIVE	22-19403-02-050	\$	660.60	\$	50.00	\$	158.05	\$	868.65
00116881-0459177800	SUMMIT RE-ENTRY	17780 ITEN CT N	ACTIVE	22-19403-02-060	\$	720.51	\$	50.00	\$	171.37	\$	941.88
00114138-0178095804	SOLANGE MORELLI BAIRD	9580 178TH ST W	ACTIVE	22-19403-04-060	\$	320.23	\$	50.00	\$	82.34	\$	452.57
00066650-0454176963	LAWRENCE MCGUNNIGLE	17696 ISLETON CT	ACTIVE	22-19403-05-050	\$	102.63	\$	50.00	\$	33.95	\$	186.58
00102044-0178095309	ADAM PRCHAL	9530 178TH ST W	ACTIVE	22-19404-01-020	\$	132.71	\$	50.00	\$	40.64	\$	223.35
00106672-0458178650	CACIE PADDOCK	17865 ITALY PATH	ACTIVE	22-19405-02-010	\$	401.60	\$	50.00	\$	100.44	\$	552.04
00106057-0458179054	JOEL STROZEWSKI	17905 ITALY PATH	ACTIVE	22-19405-02-050	\$	395.48	\$	50.00	\$	99.08	\$	544.56
00109281-0458179450	LEANNA HOFFMANN	17945 ITALY PATH	ACTIVE	22-19405-02-090	\$	165.41	\$	50.00	\$	47.91	\$	263.32
00112614-0455178604	TRISTAN YOREK	17860 ISLE AVE	ACTIVE	22-19405-04-050	\$	382.65	\$	50.00	\$	96.23	\$	528.88
00114993-0474176621	JULIE SOMERSON	17662 IONIA CT	ACTIVE	22-19406-01-061	\$	242.81	\$	50.00	\$	65.12	\$	357.93
00106430-0479175552	FELIPE CAMPOS	17555 ILLINOIS CT	ACTIVE	22-19407-01-050	\$	395.65	\$	50.00	\$	99.12	\$	544.77
00080815-0480175559	TIM BROWN	17555 ICELAND CT	ACTIVE	22-19407-01-150	\$	961.66	\$	50.00	\$	225.00	\$	1,236.66
00106469-0481175244	RENNIE HUMENSKY	17524 ICELAND TR	ACTIVE	22-19407-02-040	\$	512.11	\$	50.00	\$	125.02	\$	687.13
00057136-0481177240	CLAYTON SNYDER	17724 ICELAND TR	ACTIVE	22-19407-05-050	\$	287.13	\$	50.00	\$	74.98	\$	412.11
00074200-0481176804	JAMIE CLAFLIN	17680 ICELAND TR	ACTIVE	22-19407-05-100	\$	460.67	\$	50.00	\$	113.58	\$	624.25
00115397-0481177232	COLTON SCHOCK	17723 ICELAND TR	ACTIVE	22-19407-06-050	\$	83.97	\$	50.00	\$	29.80	\$	163.77
00118969-0481177075	ROBERT HANSEN	17707 ICELAND TR	ACTIVE	22-19407-06-070	\$	161.49	\$	50.00	\$	47.04	\$	258.53
00057126-0481176655	ARNOLD STEINHAEUER	17665 ICELAND TR	ACTIVE	22-19407-07-010	\$	566.68	\$	50.00	\$	137.16	\$	753.84
00083171-0176093207	DANIEL WIGGINS	9320 176TH ST W	ACTIVE	22-19407-07-030	\$	438.11	\$	50.00	\$	108.56	\$	596.67
00098729-0431176805	ERIC CASTRO	17680 IDALIA PATH	ACTIVE	22-19600-03-020	\$	1,083.99	\$	50.00	\$	252.21	\$	1,386.20
00102771-0926098566	KELLY SHERWIN	16672 DIAMONTE PATH	ACTIVE	22-20205-01-200	\$	207.90	\$	50.00	\$	57.36	\$	315.26
00119242-0926109441	ABDISHAJUR JAAMAC	16154 ESTATE LA	ACTIVE	22-20580-02-110	\$	80.57	\$	50.00	\$	29.04	\$	159.61
00117672-0926109721	QADIYA BOQOR	16114 ESTATE LA	ACTIVE	22-20580-02-160	\$	932.50	\$	50.00	\$	218.52	\$	1,201.02
00114223-0926107501	ISSE OMAR	16074 ESTATE LA	ACTIVE	22-20580-02-210	\$	305.73	\$	50.00	\$	79.12	\$	434.85
00110689-0926105746	NASRA GIAMA	16019 ESTATE LA	ACTIVE	22-20580-03-030	\$	398.19	\$	50.00	\$	99.68	\$	547.87
00105662-0926107811	DAN MARTINEZ	16155 ESTATE LA	ACTIVE	22-20580-03-170	\$	1,172.90	\$	50.00	\$	271.99	\$	1,494.89
00118856-0926107571	ADDIAZIZ BARRE	16163 ESTATE LA	ACTIVE	22-20580-03-180	\$	115.41	\$	50.00	\$	36.79	\$	202.20

00106508-0926109261	DURR-E-HABIB ROOMI	5673 162ND ST W	ACTIVE	22-20580-03-270	\$	526.77	\$	50.00	\$	128.28	\$	705.05
00068426-0322171139	CAROL HAUSCHILD	17113 FRAZER PATH	ACTIVE	22-20850-01-050	\$	86.34	\$	50.00	\$	30.32	\$	166.66
00109878-0322171055	DALTON STEVENS	17105 FRAZER PATH	ACTIVE	22-20850-01-060	\$	177.32	\$	50.00	\$	50.56	\$	277.88
00073358-0322170792	KARLA BJORKQUIST	17079 FRAZER PATH	ACTIVE	22-20850-01-110	\$	508.32	\$	50.00	\$	124.18	\$	682.50
00101048-0322170396	SAVON LONG	17039 FRAZER PATH	ACTIVE	22-20850-01-210	\$	4,456.38	\$	50.00	\$	1,002.27	\$	5,508.65
00078058-0365171756	KAELENE KLEMICK	17175 GAGE AVE	ACTIVE	22-20850-02-130	\$	376.91	\$	50.00	\$	94.95	\$	521.86
00102738-0326170855	JACOB THIELEN	17085 FRANCHISE WAY	ACTIVE	22-20850-03-160	\$	179.83	\$	50.00	\$	51.12	\$	280.95
00116761-0365171343	BENJAMIN JOHNSON	17134 GAGE AVE	ACTIVE	22-20850-04-040	\$	267.36	\$	50.00	\$	70.58	\$	387.94
00118219-0322170305	RICHARD SAUCEDA	17030 FRAZER PATH	ACTIVE	22-20850-05-010	\$	176.85	\$	50.00	\$	50.45	\$	277.30
00096852-0316171152	TSION HAILU	17115 FOLIAGE AVE	ACTIVE	22-20850-05-140	\$	534.22	\$	50.00	\$	129.94	\$	714.16
00096263-0324170980	JOLIE PEREZ	17098 FORBES CT	ACTIVE	22-20850-06-070	\$	83.23	\$	50.00	\$	29.63	\$	162.86
00000000-2000000026	MARVIN ROSEMAN	16147 EXCELSIOR DR	ACTIVE	22-20860-01-090	\$	151.10	\$	50.00	\$	44.73	\$	245.83
00101677-0240161915	JULIA WENCL	16191 EXCELSIOR DR	ACTIVE	22-20860-01-120	\$	115.41	\$	50.00	\$	36.79	\$	202.20
00053726-0238162156	KENDALL SNARE	16215 EXCELSIOR CIR	ACTIVE	22-20860-01-160	\$	306.88	\$	50.00	\$	79.37	\$	436.25
00102669-0238162271	JUAN MORALES	16227 EXCELSIOR CIR	ACTIVE	22-20860-01-190	\$	364.01	\$	50.00	\$	92.08	\$	506.09
00113338-0239161348	CATALINO ARCE GALAN	16134 EXCELSIOR CT	ACTIVE	22-20860-02-060	\$	692.24	\$	50.00	\$	165.08	\$	907.32
00083531-0240162400	VICTOR PYNE	16240 EXCELSIOR DR	ACTIVE	22-20861-01-090	\$	281.96	\$	50.00	\$	73.83	\$	405.79
00102864-0240162384	SAMUEL HALVERSON	16238 EXCELSIOR DR	ACTIVE	22-20861-01-100	\$	303.83	\$	50.00	\$	78.70	\$	432.53
00097837-0240162327	CHRIS EKEGREN	16232 EXCELSIOR DR	ACTIVE	22-20861-01-130	\$	114.42	\$	50.00	\$	36.57	\$	200.99
00081524-0240162475	JOY RUDKIN	16247 EXCELSIOR DR	ACTIVE	22-20861-02-060	\$	362.51	\$	50.00	\$	91.75	\$	504.26
00103431-0222160943	BEN MARTIN	16094 DODD LA	ACTIVE	22-20861-03-080	\$	371.09	\$	50.00	\$	93.66	\$	514.75
00092361-0237160607	SARAH VOTO	16060 EXCEL WAY	ACTIVE	22-20862-01-080	\$	567.82	\$	50.00	\$	137.41	\$	755.23
00115499-0237160235	JOSHUA PICKETT	16023 EXCEL WAY	ACTIVE	22-20862-02-090	\$	281.98	\$	50.00	\$	73.84	\$	405.82
00113887-0173064631	CORY SAWREY	6463 173RD ST W	ACTIVE	22-20876-02-020	\$	122.71	\$	50.00	\$	38.41	\$	211.12
00090217-0173064409	JUSTEN KASTNER	6440 173RD ST W	ACTIVE	22-20876-03-010	\$	758.33	\$	50.00	\$	179.78	\$	988.11
00083515-0173064607	TODD COLLETT	6460 173RD ST W	ACTIVE	22-20876-03-020	\$	100.79	\$	50.00	\$	33.54	\$	184.33
00109996-0331173282	ROBERTO OMANA	17328 FIRMAN CT	ACTIVE	22-20876-03-060	\$	159.25	\$	50.00	\$	46.54	\$	255.79
00098669-0330174281	NICOLE ORR	17428 FINCH PATH	ACTIVE	22-20877-01-070	\$	615.44	\$	50.00	\$	148.00	\$	813.44
00103986-0330172954	SHERRI ORELLANA	17295 FINCH PATH	ACTIVE	22-20877-02-130	\$	556.99	\$	50.00	\$	135.00	\$	741.99
00118974-0175062989	TAMAN ABDI	6298 175TH ST W	ACTIVE	22-20877-04-030	\$	137.33	\$	50.00	\$	41.66	\$	228.99
00096841-0295174961	NATHAN ROSE	17496 FISHER CT	ACTIVE	22-20878-01-010	\$	715.40	\$	50.00	\$	170.23	\$	935.63
00073292-0295174714	MICHAEL THELEN	17471 FISHER CT	ACTIVE	22-20878-01-050	\$	537.86	\$	50.00	\$	130.75	\$	718.61
00113496-0175064761	NEANG NHEAN	6476 175TH ST W	ACTIVE	22-20878-03-020	\$	516.54	\$	50.00	\$	126.00	\$	692.54
00098916-0452209743	JOSHUA TOMLINSON	20974 IRAN AVE	ACTIVE	22-20900-01-010	\$	346.77	\$	50.00	\$	88.25	\$	485.02
00085324-0452208703	TOM BREIT	20870 IRAN AVE	ACTIVE	22-20900-01-070	\$	121.23	\$	50.00	\$	38.08	\$	209.31
00076908-0336165358	DEBBIE BROOKE	16535 FIELDCREST AVE	ACTIVE	22-20980-04-030	\$	1,777.12	\$	50.00	\$	406.37	\$	2,233.49
00113083-0715165086	JEFFREY HEALY	16508 FALLBROOK DR	ACTIVE	22-20981-02-050	\$	1,194.81	\$	50.00	\$	276.86	\$	1,521.67
00114744-0336166091	ALYSHA NELSON	16609 FIELDCREST AVE	ACTIVE	22-20981-02-080	\$	238.12	\$	50.00	\$	64.08	\$	352.20
00054767-0336165887	JIM OLLHOFF	16588 FIELDCREST AVE	ACTIVE	22-20981-03-040	\$	137.33	\$	50.00	\$	41.66	\$	228.99
00108930-0717165589	ERIC ACKERMAN	16558 FARRAGO TR	ACTIVE	22-20981-04-010	\$	768.68	\$	50.00	\$	182.08	\$	1,000.76
00071574-0721166573	JAMES JAUCH	16657 FALLBROOK CT	ACTIVE	22-20981-05-140	\$	608.70	\$	50.00	\$	146.50	\$	805.20
00072022-0718166594	BRETT STUCKER	16659 FESTAL AVE	ACTIVE	22-20981-06-040	\$	378.27	\$	50.00	\$	95.25	\$	523.52
00090675-0165074390	KARA BOLAND	7439 165TH ST W	ACTIVE	22-21100-03-050	\$	383.76	\$	50.00	\$	96.47	\$	530.23
00109784-0361166958	CESAR FLORES	16695 GLADIOLA AVE	ACTIVE	22-21100-03-120	\$	86.34	\$	50.00	\$	30.32	\$	166.66
00110777-0167073507	HENRY ONSONGO	7350 167TH ST W	ACTIVE	22-21100-04-010	\$	165.46	\$	50.00	\$	47.92	\$	263.38
00114628-0900074531	LUIS REYES	7453 UPPER 167TH CT W	ACTIVE	22-21100-04-090	\$	787.98	\$	50.00	\$	186.38	\$	1,024.36
00090788-0167072871	TARA BERGUM	7287 167TH ST W	ACTIVE	22-21100-05-130	\$	405.36	\$	50.00	\$	101.28	\$	556.64
00091161-0167073259	JEREMY MITCHELL	7325 167TH ST W	ACTIVE	22-21100-05-160	\$	551.42	\$	50.00	\$	133.76	\$	735.18
00087927-0361165406	DYLAN ROHDA	16540 GLADIOLA AVE	ACTIVE	22-21100-05-250	\$	370.71	\$	50.00	\$	93.57	\$	514.28
00083763-0165072840	RYAN SMITH	7284 165TH ST W	ACTIVE	22-21100-06-030	\$	900.19	\$	50.00	\$	211.33	\$	1,161.52
00090523-0357166004	JOSHUA WESSEL	16600 GENESEE AVE	ACTIVE	22-21100-06-270	\$	824.23	\$	50.00	\$	194.44	\$	1,068.67
00110474-0353166420	RUSSELL GALLAWAY	16642 GANNON AVE	ACTIVE	22-21101-02-130	\$	260.05	\$	50.00	\$	68.96	\$	379.01
00106315-0913071300	CARLISHA LYLES	7130 167TH CT W	ACTIVE	22-21101-04-130	\$	689.59	\$	50.00	\$	164.49	\$	904.08
00112700-0168070759	JOSHUA NAATJES	7075 168TH ST W	ACTIVE	22-21101-04-200	\$	159.25	\$	50.00	\$	46.54	\$	255.79
00087060-0353167980	DANNY HARIO	16798 GANNON AVE	ACTIVE	22-21101-05-030	\$	649.11	\$	50.00	\$	155.49	\$	854.60
00118052-0353161629	SIAD SHUKUWE	16162 GANNON AVE	ACTIVE	22-21170-01-060	\$	283.23	\$	50.00	\$	74.11	\$	407.34
00101767-0353162189	HOWARD COLLETTE	16218 GANNON AVE	ACTIVE	22-21170-01-090	\$	600.78	\$	50.00	\$	144.74	\$	795.52

00093215-0353163443	KEVIN BARTH	16344 GANNON AVE	ACTIVE	22-21170-01-170	\$	724.06	\$	50.00	\$	172.16	\$	946.22
00055432-0353163989	ALAN GENTILI	16398 GANNON AVE	ACTIVE	22-21170-01-200	\$	80.57	\$	50.00	\$	29.04	\$	159.61
00055437-0353164326	NORMAN WELCH	16432 GANNON AVE	ACTIVE	22-21170-01-230	\$	83.45	\$	50.00	\$	29.68	\$	163.13
00065100-0906071192	MICHAEL PERSONS	7119 UPPER 164TH ST W	ACTIVE	22-21170-01-300	\$	698.39	\$	50.00	\$	166.45	\$	914.84
00113143-0906070459	BIRHAN MELAKE	7045 UPPER 164TH ST W	ACTIVE	22-21170-01-340	\$	336.03	\$	50.00	\$	85.86	\$	471.89
00104455-0353162551	BRIAN SCHIEGAL	16255 GANNON AVE	ACTIVE	22-21170-02-050	\$	525.72	\$	50.00	\$	128.05	\$	703.77
00055423-0353163195	DENNIS D HUSTON	16319 GANNON AVE	ACTIVE	22-21170-02-070	\$	159.25	\$	50.00	\$	46.54	\$	255.79
00110892-0353164474	COURTNEY FOSTER	16447 GANNON AVE	ACTIVE	22-21170-02-160	\$	353.01	\$	50.00	\$	89.63	\$	492.64
00077783-0353164557	MICHAEL BERNARD	16455 GANNON AVE	ACTIVE	22-21170-02-180	\$	353.26	\$	50.00	\$	89.69	\$	492.95
00113524-0353164631	SHAWN ROSS	16463 GANNON AVE	ACTIVE	22-21170-02-190	\$	783.01	\$	50.00	\$	185.27	\$	1,018.28
00089264-0358164537	WILLIAM FINK	16453 GENESEE CT	ACTIVE	22-21170-02-340	\$	172.75	\$	50.00	\$	49.54	\$	272.29
00112371-0360163196	PHILIP KOWNSLAR	16319 GERMANE CT	ACTIVE	22-21170-02-480	\$	165.46	\$	50.00	\$	47.92	\$	263.38
00065797-0360163436	MICHELLE CLOUTIER	16343 GERMANE CT	ACTIVE	22-21170-02-500	\$	136.07	\$	50.00	\$	41.38	\$	227.45
00080951-0361162254	KEITH TARG	16225 GLADIOLA AVE	ACTIVE	22-21170-03-100	\$	1,601.62	\$	50.00	\$	367.34	\$	2,018.96
00087093-0361162593	KEVIN STEINFOLSON	16259 GLADIOLA AVE	ACTIVE	22-21170-03-120	\$	463.47	\$	50.00	\$	114.20	\$	627.67
00118682-0906073503	JENNIFER NGUYEN	7350 UPPER 164TH ST W	ACTIVE	22-21170-04-010	\$	168.35	\$	50.00	\$	48.56	\$	266.91
00055336-0351166356	RANDY DAHLEN	16635 GALAXIE WAY	ACTIVE	22-21171-05-120	\$	401.54	\$	50.00	\$	100.43	\$	551.97
00103535-0352166900	WILLIAM FISCHER	16690 GALENA AVE	ACTIVE	22-21171-05-200	\$	642.78	\$	50.00	\$	154.08	\$	846.86
00095033-0352166488	HARVEY BILL	16648 GALENA AVE	ACTIVE	22-21171-05-250	\$	660.04	\$	50.00	\$	157.92	\$	867.96
00099403-0352168476	SOKHOM SOK	16847 GALENA AVE	ACTIVE	22-21171-07-060	\$	275.12	\$	50.00	\$	172.40	\$	947.52
00080823-0319161853	RICK KIELAS	16185 FRANCHISE AVE	ACTIVE	22-21172-01-060	\$	124.93	\$	50.00	\$	38.91	\$	213.84
00083508-0161068990	DAVID BENNETT	6899 161ST ST W	ACTIVE	22-21172-01-110	\$	99.43	\$	50.00	\$	33.23	\$	182.66
00067081-0161067554	SHAWN MARKHART	6755 161ST ST W	ACTIVE	22-21172-01-190	\$	430.25	\$	50.00	\$	106.81	\$	587.06
00113103-0161068529	RYAN WINCHESTER	6852 161ST ST W	ACTIVE	22-21172-02-040	\$	397.33	\$	50.00	\$	99.49	\$	546.82
00108039-0162067058	EDWIN KALINA	6705 162ND ST W	ACTIVE	22-21172-02-120	\$	562.16	\$	50.00	\$	136.15	\$	748.31
00102892-0162067371	CAYLA SCHLEUTER	6737 162ND ST W	ACTIVE	22-21172-02-130	\$	236.85	\$	50.00	\$	63.80	\$	350.65
00081815-0162068734	GREG LONG	6873 162ND ST W	ACTIVE	22-21172-02-210	\$	868.56	\$	50.00	\$	204.30	\$	1,122.86
00112771-0319162307	CRAIG MYERS	16230 FRANCHISE AVE	ACTIVE	22-21172-03-010	\$	328.80	\$	50.00	\$	84.25	\$	463.05
00095252-0904067911	SEAN DOWD	6791 UPPER 162ND ST W	ACTIVE	22-21172-03-170	\$	322.99	\$	50.00	\$	82.96	\$	455.95
00114172-0319162463	KAYLA SILVERS	16246 FRANCHISE AVE	ACTIVE	22-21172-03-230	\$	330.30	\$	50.00	\$	84.58	\$	464.88
00102655-0904068067	DENISE CONRIGHT	6806 UPPER 162ND ST W	ACTIVE	22-21172-04-070	\$	646.88	\$	50.00	\$	154.99	\$	851.87
00104223-0313162840	JODI HANSEN	16284 FLORIDA WAY	ACTIVE	22-21172-05-070	\$	546.04	\$	50.00	\$	132.57	\$	728.61
00092156-0313163228	MIKE MARTIN	16322 FLORIDA WAY	ACTIVE	22-21172-05-130	\$	256.12	\$	50.00	\$	68.08	\$	374.20
00101289-0313162659	BECKY EMERSON	16265 FLORIDA WAY	ACTIVE	22-21172-06-010	\$	303.89	\$	50.00	\$	78.71	\$	432.60
00112777-0313162733	JUAN CERVANTES	16273 FLORIDA WAY	ACTIVE	22-21172-06-040	\$	716.19	\$	50.00	\$	170.41	\$	936.60
00110684-0313163657	PAUL LIEBENOW	16365 FLORIDA WAY	ACTIVE	22-21172-06-110	\$	441.71	\$	50.00	\$	109.36	\$	601.07
00069928-0359066376	JOSEPH D SILVA	6637 GERDINE PATH	ACTIVE	22-21172-06-150	\$	783.44	\$	50.00	\$	185.37	\$	1,018.81
00073942-0359068406	JEFFREY ERICKSON	6840 GERDINE PATH	ACTIVE	22-21172-07-010	\$	541.95	\$	50.00	\$	131.66	\$	723.61
00110117-0359067242	BRAD ELLSWORTH	6724 GERDINE PATH	ACTIVE	22-21172-07-080	\$	252.74	\$	50.00	\$	67.33	\$	370.07
00110583-0320165349	JACOB VONRENTZELL	16534 FRAZER WAY	ACTIVE	22-21172-08-040	\$	312.70	\$	50.00	\$	80.67	\$	443.37
00075625-0320165745	BRENT LARROW	16574 FRAZER WAY	ACTIVE	22-21172-08-080	\$	244.33	\$	50.00	\$	65.46	\$	359.79
00054702-0316165972	ROBERT STARKS	16597 FOLIAGE AVE	ACTIVE	22-21172-09-120	\$	640.32	\$	50.00	\$	153.53	\$	843.85
00085510-0167068606	MARCUS HUBMER	6860 167TH ST W	ACTIVE	22-21172-11-010	\$	724.63	\$	50.00	\$	172.29	\$	946.92
00096277-0941068369	ADRIAN LAFFITTE	6836 168TH CT W	ACTIVE	22-21172-11-260	\$	185.66	\$	50.00	\$	52.41	\$	288.07
00057802-0941068054	KEITH JOHNSON	6805 168TH CT W	ACTIVE	22-21172-11-290	\$	437.25	\$	50.00	\$	108.37	\$	595.62
00078778-0165065851	DEAN GARANT	6585 165TH ST W	ACTIVE	22-21173-01-080	\$	447.92	\$	50.00	\$	110.74	\$	608.66
00078378-0165065752	JEFFREY COLLINS	6575 165TH ST W	ACTIVE	22-21173-01-090	\$	742.18	\$	50.00	\$	176.19	\$	968.37
00098266-0165065257	AARON HOLM	6525 165TH ST W	ACTIVE	22-21173-01-120	\$	314.18	\$	50.00	\$	81.00	\$	445.18
00054595-0314165164	CHERYL PRESLER	16516 FLORIN AVE	ACTIVE	22-21173-01-130	\$	247.34	\$	50.00	\$	66.13	\$	363.47
00088939-0314166105	PHILLIP BRUNNER	16610 FLORIN AVE	ACTIVE	22-21173-01-210	\$	702.47	\$	50.00	\$	167.36	\$	919.83
00112642-0314166154	ELLIOT SNESRUD	16615 FLORIN AVE	ACTIVE	22-21173-01-270	\$	320.46	\$	50.00	\$	82.39	\$	452.85
00099392-0167066303	MATTHEW NAGEL	6630 167TH ST W	ACTIVE	22-21173-01-330	\$	223.50	\$	50.00	\$	60.83	\$	334.33
00116225-0166065959	LISA OSTRANDER	6595 166TH ST W	ACTIVE	22-21173-02-120	\$	175.50	\$	50.00	\$	50.15	\$	275.65
00110312-0911065866	SICKEL PROPERTIES	6586 165TH CT W	ACTIVE	22-21173-02-160	\$	610.24	\$	50.00	\$	146.84	\$	807.08
00103086-0911065973	CLINTON CARSTON	6597 165TH CT W	ACTIVE	22-21173-02-190	\$	431.08	\$	50.00	\$	107.00	\$	588.08
00116060-0911065858	JEREMY OKEEFE	6585 165TH CT W	ACTIVE	22-21173-02-210	\$	277.87	\$	50.00	\$	72.92	\$	400.79
00085925-0316164660	SARA POPPLE	16466 FOLIAGE AVE	ACTIVE	22-21173-03-210	\$	770.86	\$	50.00	\$	182.57	\$	1,003.43

00063995-0166066486	MARLYS BERUBE	6648 166TH ST W	ACTIVE	22-21173-04-030	\$	487.04	\$	50.00	\$	119.44	\$	656.48
00073994-0166066668	ADAM D WOLFE	6666 166TH ST W	ACTIVE	22-21173-04-040	\$	347.98	\$	50.00	\$	88.52	\$	486.50
00108620-0316166541	ERIC CRAM	16654 FOLIAGE AVE	ACTIVE	22-21173-04-060	\$	388.91	\$	50.00	\$	97.62	\$	536.53
00100130-0168066005	JUAN MAYA	6600 168TH ST W	ACTIVE	22-21174-01-180	\$	163.12	\$	50.00	\$	47.40	\$	260.52
00076292-0908067008	SARA WENSTAD	6700 UPPER 167TH ST W	ACTIVE	22-21174-02-050	\$	117.36	\$	50.00	\$	37.22	\$	204.58
00083818-0316167903	JASON ELLIS	16790 FOLIAGE AVE	ACTIVE	22-21174-02-090	\$	762.14	\$	50.00	\$	180.63	\$	992.77
00081359-0168066633	DEAN TRAYNOR	6663 168TH ST W	ACTIVE	22-21174-02-170	\$	437.52	\$	50.00	\$	108.43	\$	595.95
00074092-0909066355	PATRICIA RUTHERFORD	6635 LOWER 169TH ST W	ACTIVE	22-21174-03-160	\$	914.19	\$	50.00	\$	214.45	\$	1,178.64
00111501-0169065550	AMANDA BYLANDER	6555 169TH ST W	ACTIVE	22-21174-04-070	\$	455.80	\$	50.00	\$	112.50	\$	618.30
00088043-0315066262	PETER HUNTER	6626 FLOUNDER CT	ACTIVE	22-21174-04-170	\$	1,315.47	\$	50.00	\$	303.70	\$	1,669.17
00068675-0169065402	RONALD G DAVIS	6540 169TH ST W	ACTIVE	22-21174-05-020	\$	223.50	\$	50.00	\$	60.83	\$	334.33
00067117-0169066103	ROBIN ARENDS	6610 169TH ST W	ACTIVE	22-21174-05-060	\$	122.71	\$	50.00	\$	38.41	\$	211.12
00118458-0163070754	SONJA BUCKNER	7075 163RD ST W	ACTIVE	22-21175-01-010	\$	289.28	\$	50.00	\$	75.46	\$	414.74
00112687-0904072903	ALLEN DIAZ	7290 UPPER 162ND ST W	ACTIVE	22-21175-03-010	\$	415.30	\$	50.00	\$	103.49	\$	568.79
00092801-0355162757	DAVID KLEM	16275 GARNER AVE	ACTIVE	22-21175-03-120	\$	308.63	\$	50.00	\$	79.76	\$	438.39
00119275-0355164159	MIKE MAIN	16415 GARNER AVE	ACTIVE	22-21175-03-190	\$	188.74	\$	50.00	\$	53.10	\$	291.84
00080029-0355164456	ERIC WICKOREN	16445 GARNER AVE	ACTIVE	22-21175-03-210	\$	918.39	\$	50.00	\$	215.38	\$	1,183.77
00103557-0355163508	ADAM BRUERS	16350 GARNER AVE	ACTIVE	22-21175-05-150	\$	494.28	\$	50.00	\$	121.05	\$	665.33
00108422-0905071458	EMMA WRIGHT	7145 UPPER 163RD ST W	ACTIVE	22-21175-05-170	\$	443.65	\$	50.00	\$	109.79	\$	603.44
00116246-0905071052	MATT KOCH	7105 UPPER 163RD ST W	ACTIVE	22-21175-05-190	\$	626.51	\$	50.00	\$	150.46	\$	826.97
00100619-0311163816	CORY KINSMAN	16381 FLAGSTAFF AVE	ACTIVE	22-21176-01-080	\$	614.07	\$	50.00	\$	147.70	\$	811.77
00076322-0901060935	JUNE ANDERSON	6093 LOWER 161ST ST W	ACTIVE	22-21177-01-050	\$	93.49	\$	50.00	\$	31.91	\$	175.40
00057458-0901062816	STEVEN C LORENZ	6281 LOWER 161ST ST W	ACTIVE	22-21177-02-030	\$	728.37	\$	50.00	\$	173.12	\$	951.49
00074581-0901063715	LARRY KENDRICK	6371 LOWER 161ST ST W	ACTIVE	22-21177-02-080	\$	932.76	\$	50.00	\$	218.58	\$	1,201.34
00066560-0901064259	JAMES WEAVER	6425 LOWER 161ST ST W	ACTIVE	22-21177-02-110	\$	580.63	\$	50.00	\$	140.26	\$	770.89
00104130-0311162081	TRAVIS HILDEBRANDT	16208 FLAGSTAFF AVE	ACTIVE	22-21177-02-260	\$	281.97	\$	50.00	\$	73.83	\$	405.80
00105699-0309163653	ASHLEY GARCIA	16365 FISHING AVE	ACTIVE	22-21177-03-060	\$	347.38	\$	50.00	\$	88.38	\$	485.76
00109407-0164064350	SARAH WILLIAMS	6435 164TH ST W	ACTIVE	22-21177-03-070	\$	655.40	\$	50.00	\$	156.89	\$	862.29
00102822-0311163303	PETER RALSTON	16330 FLAGSTAFF AVE	ACTIVE	22-21177-03-130	\$	637.52	\$	50.00	\$	152.91	\$	840.43
00057743-0309164917	BRIAN KILMARTIN	16491 FISHING AVE	ACTIVE	22-21177-04-050	\$	728.87	\$	50.00	\$	173.23	\$	952.10
00103815-0311165167	BLAINE JACKSON	16516 FLAGSTAFF AVE	ACTIVE	22-21177-04-230	\$	230.82	\$	50.00	\$	62.46	\$	343.28
00092465-0312165703	SARA MARCHESE	16570 FLAGSTAFF WAY W	ACTIVE	22-21177-05-050	\$	823.13	\$	50.00	\$	194.19	\$	1,067.32
00105528-0312165802	JENNIFER CANEDO	16580 FLAGSTAFF WAY W	ACTIVE	22-21177-05-060	\$	440.03	\$	50.00	\$	108.99	\$	599.02
00117267-0312166305	MONTANAY ADAMS	16630 FLAGSTAFF WAY W	ACTIVE	22-21177-05-110	\$	108.10	\$	50.00	\$	35.16	\$	193.26
00054297-0303164418	JUDY HALLAWAY	16441 FARCHRY WAY	ACTIVE	22-21177-06-010	\$	217.90	\$	50.00	\$	59.58	\$	327.48
00099931-0312164102	JASON BENESH	16410 FLAGSTAFF WAY W	ACTIVE	22-21177-06-060	\$	267.35	\$	50.00	\$	70.58	\$	387.93
00082332-0304165505	DOMONIC NELSON	16550 FERNANDO WAY	ACTIVE	22-21177-07-140	\$	186.03	\$	50.00	\$	52.50	\$	288.53
00103205-0312165133	SANDRA RODRIGUEZ	16513 FLAGSTAFF WAY W	ACTIVE	22-21177-07-260	\$	117.01	\$	50.00	\$	37.14	\$	204.15
00109656-0306164100	JOSHUA ODELL	16410 FINCH WAY	ACTIVE	22-21177-08-050	\$	238.13	\$	50.00	\$	64.08	\$	352.21
00090540-0306164324	JANET HAWES	16432 FINCH WAY	ACTIVE	22-21177-08-060	\$	359.54	\$	50.00	\$	91.09	\$	500.63
00111412-0304165216	CHRISTINE DORAN	16521 FERNANDO WAY	ACTIVE	22-21177-08-120	\$	178.39	\$	50.00	\$	50.80	\$	279.19
00109647-0304164813	TYLER LEMMERMAN	16481 FERNANDO WAY	ACTIVE	22-21177-08-160	\$	346.65	\$	50.00	\$	88.22	\$	484.87
00076690-0304164714	BRIAN DALY	16471 FERNANDO WAY	ACTIVE	22-21177-08-170	\$	946.82	\$	50.00	\$	221.70	\$	1,218.52
00111361-0304164516	AARON WESSEL	16451 FERNANDO WAY	ACTIVE	22-21177-08-190	\$	260.05	\$	50.00	\$	68.96	\$	379.01
00076069-0307164133	BILL LUCIER	16413 FINDLAY WAY	ACTIVE	22-21177-08-210	\$	739.07	\$	50.00	\$	175.50	\$	964.57
00113115-0304163914	TYTUS THIEDE	16391 FERNANDO WAY	ACTIVE	22-21177-09-080	\$	187.13	\$	50.00	\$	52.74	\$	289.87
00054313-0304163443	KATHY PROVOST	16344 FERNANDO WAY	ACTIVE	22-21177-10-100	\$	397.70	\$	50.00	\$	99.57	\$	547.27
00111264-0304163625	AMAN MUHAMED	16362 FERNANDO WAY	ACTIVE	22-21177-10-110	\$	289.28	\$	50.00	\$	75.46	\$	414.74
00104103-0302163437	AMY PETER	16343 FANTASIA AVE	ACTIVE	22-21177-10-150	\$	673.19	\$	50.00	\$	160.85	\$	884.04
00116429-0302163254	MOHAMUD MOHAMED	16325 FANTASIA AVE	ACTIVE	22-21177-10-160	\$	321.49	\$	50.00	\$	82.62	\$	454.11
00111136-0301163610	ROBINDYANAUTH PERSAUD	16361 FAIRGREEN AVE	ACTIVE	22-21177-11-010	\$	315.73	\$	50.00	\$	81.34	\$	447.07
00077307-0302164146	MICHAEL MORK	16414 FANTASIA AVE	ACTIVE	22-21177-11-230	\$	201.59	\$	50.00	\$	55.96	\$	307.55
00090982-0161061888	DARREN LAWRENCE	6188 161ST ST W	ACTIVE	22-21177-13-100	\$	469.13	\$	50.00	\$	115.46	\$	634.59
00052703-0162060210	FAYE NELSON	6021 162ND ST W	ACTIVE	22-21177-13-250	\$	216.37	\$	50.00	\$	59.24	\$	325.61
00094311-0901060802	BRAD FREDRICKSON	6080 LOWER 161ST ST W	ACTIVE	22-21177-14-040	\$	773.69	\$	50.00	\$	183.20	\$	1,006.89
00111697-0161062019	AHMED ALI	6201 161ST ST W	ACTIVE	22-21177-14-140	\$	208.89	\$	50.00	\$	57.58	\$	316.47
00112594-0161061839	EDOH ADADE	6183 161ST ST W	ACTIVE	22-21177-14-150	\$	235.35	\$	50.00	\$	63.46	\$	348.81

00092041-0901062501	STEVE GISCH	6250 LOWER 161ST ST W	ACTIVE	22-21177-15-010	\$	355.10	\$	50.00	\$	90.10	\$	495.20
00052676-0161062902	BETH ELLEN HOO	6290 161ST ST W	ACTIVE	22-21177-17-030	\$	158.26	\$	50.00	\$	46.32	\$	254.58
00091515-0308161567	LORI REIS	16156 FINLAND AVE	ACTIVE	22-21177-17-060	\$	506.66	\$	50.00	\$	123.81	\$	680.47
00106214-0162062919	MELISSA ROSE	6291 162ND ST W	ACTIVE	22-21177-17-100	\$	447.58	\$	50.00	\$	110.67	\$	608.25
00088460-0310162405	MELISSA GOLDSWORTHY	16240 FISHING WAY	ACTIVE	22-21177-19-060	\$	588.47	\$	50.00	\$	142.00	\$	780.47
00092566-0306163680	JARED MORTON	16368 FINCH WAY	ACTIVE	22-21177-20-060	\$	920.24	\$	50.00	\$	215.79	\$	1,186.03
00113400-0926095871	JESSICA GITCH	8852 196TH ST W	ACTIVE	22-21195-04-030	\$	223.67	\$	50.00	\$	60.87	\$	334.54
00087831-0926089226	PATRICK RANDALL	8978 196TH ST W	ACTIVE	22-21195-04-120	\$	726.32	\$	50.00	\$	172.66	\$	948.98
00093709-0926094046	RAMPRASATH PRAKASH	8883 197TH ST W	ACTIVE	22-21195-04-190	\$	256.02	\$	50.00	\$	68.06	\$	374.08
00080734-0926096101	NICOLE ZICH	8884 197TH ST W	ACTIVE	22-21195-06-050	\$	275.85	\$	50.00	\$	72.47	\$	398.32
00100980-0926087011	DEREK CAMPBELL	19864 ITEA AVE	ACTIVE	22-21195-07-310	\$	257.00	\$	50.00	\$	68.28	\$	375.28
00093754-0926088621	LINDSEY MARTIN	19876 IBERIS AVE	ACTIVE	22-21196-08-040	\$	258.24	\$	50.00	\$	68.56	\$	376.80
00107432-0926098486	MUSA DHINBIL	19697 IDEALIC AVE	ACTIVE	22-21198-01-070	\$	1,211.02	\$	50.00	\$	280.46	\$	1,541.48
00102377-0926102386	MATT WEIERS	19832 ITEA AVE	ACTIVE	22-21198-03-070	\$	151.61	\$	50.00	\$	44.84	\$	246.45
00114048-0926102096	ABDDALLE ADDE	20597 KAISER CIR	ACTIVE	22-23800-01-030	\$	675.89	\$	50.00	\$	161.45	\$	887.34
00112392-0926102721	NICHOLAS BROWN	20635 KAISER WAY	ACTIVE	22-23800-03-070	\$	113.15	\$	50.00	\$	36.29	\$	199.44
00101702-0926100346	SHEHAAN HUSSEIN	20657 KAISER WAY	ACTIVE	22-23800-03-150	\$	1,272.06	\$	50.00	\$	294.04	\$	1,616.10
00110330-0408205605	LAXMI RAMJATTAN	20560 HUGHES AVE	ACTIVE	22-23900-01-060	\$	453.18	\$	50.00	\$	111.91	\$	615.09
00058855-0408206405	NICK MAHOWALD	20640 HUGHES AVE	ACTIVE	22-23900-02-050	\$	250.18	\$	50.00	\$	66.76	\$	366.94
00103476-0926105321	KELLEY DETLEFSEN	9142 187TH ST W	ACTIVE	22-26570-02-110	\$	413.20	\$	50.00	\$	103.02	\$	566.22
00111976-0926112296	YASIM HASSAN	9128 187TH ST W	ACTIVE	22-26570-02-120	\$	1,015.01	\$	50.00	\$	236.87	\$	1,301.88
00114873-0926092131	JALENE URGESSA	16201 FALLBROOK DR	ACTIVE	22-26700-01-120	\$	223.50	\$	50.00	\$	60.83	\$	334.33
00087104-0926089146	ANKUR CHAKRABARTY	16397 FANNING CT	ACTIVE	22-26700-03-100	\$	256.05	\$	50.00	\$	68.07	\$	374.12
00110261-0926092136	BRIAN CARLETON	16216 FALLBROOK DR	ACTIVE	22-26700-03-180	\$	340.16	\$	50.00	\$	86.78	\$	476.94
00099598-0926090706	CORY CORDELL	16473 FALKIRK CIR	ACTIVE	22-26700-04-090	\$	203.26	\$	50.00	\$	56.33	\$	309.59
00090599-0926091131	KANDASAMY BALAKRISHNAN	16425 ENDEAVOR CT	ACTIVE	22-26700-06-100	\$	544.00	\$	50.00	\$	132.11	\$	726.11
00109873-0926090976	ASHLEY NANDLALL	16479 ENDEAVOR CT	ACTIVE	22-26700-06-140	\$	733.30	\$	50.00	\$	174.21	\$	957.51
00103158-0926092541	DEBRA STUBBS	16591 FALKIRK TR	ACTIVE	22-26703-01-060	\$	799.39	\$	50.00	\$	188.91	\$	1,038.30
00090580-0926092051	TARA SPILLERS	16544 DODD LA	ACTIVE	22-26703-03-040	\$	125.37	\$	50.00	\$	39.00	\$	214.37
00117241-0926092631	AYANLE JAMA	16572 DODD LA	ACTIVE	22-26703-03-060	\$	2,385.97	\$	50.00	\$	541.79	\$	2,977.76
00110234-0926092651	JOSHUA SORENSON	16632 DODD LA	ACTIVE	22-26704-03-030	\$	803.21	\$	50.00	\$	189.76	\$	1,042.97
00117107-0207089903	NATE SANDEEN	8990 207TH ST W	ACTIVE	22-27000-01-050	\$	560.21	\$	50.00	\$	135.72	\$	745.93
00098213-0510174053	SARA FRAZIER	17405 JERSEY WAY	ACTIVE	22-27500-01-250	\$	287.07	\$	50.00	\$	74.97	\$	412.04
00109682-0510173360	MAGGIE ABOUD	17336 JERSEY WAY	ACTIVE	22-27500-02-030	\$	213.12	\$	50.00	\$	58.52	\$	321.64
00084019-0507174306	JEREMY GALLEY	17430 JAVA CT N	ACTIVE	22-27500-02-210	\$	586.88	\$	50.00	\$	141.65	\$	778.53
00059679-0507174462	MICHAEL J MCKASY	17446 JAVA CT N	ACTIVE	22-27500-02-230	\$	551.41	\$	50.00	\$	133.76	\$	735.17
00087407-0207090653	BARB MAXWELL	9065 207TH ST W	ACTIVE	22-27550-02-010	\$	89.97	\$	50.00	\$	31.13	\$	171.10
00089855-0925205955	JESSE PEDERSON	20595 207TH CT W	ACTIVE	22-27550-02-160	\$	300.55	\$	50.00	\$	77.97	\$	428.52
00073573-0925205856	MARK CAHOW	20585 207TH CT W	ACTIVE	22-27550-02-170	\$	526.92	\$	50.00	\$	128.31	\$	705.23
00104075-0908075159	NICK HEBERT	7515 UPPER 167TH ST W	ACTIVE	22-27600-01-030	\$	636.44	\$	50.00	\$	152.67	\$	839.11
00085414-0908075639	ANNE PAHL	7563 UPPER 167TH ST W	ACTIVE	22-27600-01-070	\$	92.99	\$	50.00	\$	31.80	\$	174.79
00074539-0908075878	ERIC SCHMIDT	7587 UPPER 167TH ST W	ACTIVE	22-27600-01-090	\$	705.77	\$	50.00	\$	168.09	\$	923.86
00093172-0369169277	TAMI STELLICK	16927 GRENADIER AVE	ACTIVE	22-27600-04-170	\$	102.74	\$	50.00	\$	33.97	\$	186.71
00104856-0170079236	ASHLEY LUND	7923 170TH ST W	ACTIVE	22-27600-04-220	\$	93.49	\$	50.00	\$	31.91	\$	175.40
00084008-0370168557	KEITH JOHNSON	16855 GREENLAND PATH	ACTIVE	22-27600-05-070	\$	149.65	\$	50.00	\$	44.40	\$	244.05
00100406-0170078238	MARK BUSCHBACHER	7823 170TH ST W	ACTIVE	22-27600-05-210	\$	100.30	\$	50.00	\$	33.43	\$	183.73
00089397-0170077230	PAUL OLSON	7723 170TH ST W	ACTIVE	22-27600-05-260	\$	270.14	\$	50.00	\$	71.20	\$	391.34
00088905-0373169974	JODY REYES	16997 GLENWOOD AVE	ACTIVE	22-27600-06-010	\$	130.03	\$	50.00	\$	40.04	\$	220.07
00082793-0373168653	NICOLE RUUD	16865 GLENWOOD AVE	ACTIVE	22-27600-06-060	\$	599.09	\$	50.00	\$	144.36	\$	793.45
00084204-0908076827	HAQUE KAZI	7682 UPPER 167TH ST W	ACTIVE	22-27600-06-120	\$	285.25	\$	50.00	\$	74.56	\$	409.81
00085084-0908075605	TUAN VU	7560 UPPER 167TH ST W	ACTIVE	22-27600-07-110	\$	1,268.76	\$	50.00	\$	293.31	\$	1,612.07
00105659-0373169040	TRISHA BRANDT	16904 GLENWOOD AVE	ACTIVE	22-27600-07-200	\$	215.54	\$	50.00	\$	59.06	\$	324.60
00082310-0373169289	MARK SUKOW	16928 GLENWOOD AVE	ACTIVE	22-27600-07-210	\$	355.09	\$	50.00	\$	90.10	\$	495.19
00105349-0373169842	TEKLEAB GOITOM	16984 GLENWOOD AVE	ACTIVE	22-27600-07-250	\$	222.53	\$	50.00	\$	60.61	\$	333.14
00099502-0170077420	LEVI KROPP	7742 170TH ST W	ACTIVE	22-27600-10-070	\$	208.90	\$	50.00	\$	57.58	\$	316.48
00108720-0170077925	BRIGHTPRCH PROPERTIES, LLC	7792 170TH ST W	ACTIVE	22-27600-10-100	\$	441.66	\$	50.00	\$	109.35	\$	601.01
00115219-0375164163	ISTARLIN MUMIN	16416 GRIFFON TR	ACTIVE	22-27601-02-050	\$	89.73	\$	50.00	\$	31.08	\$	170.81

00079333-0375164213	JAMIE LARSON	16421 GRIFFON TR	ACTIVE	22-27601-04-040	\$	725.99	\$	50.00	\$	172.59	\$	948.58
00056136-0378079954	K BARSNESS	7995 GRINNELL WAY	ACTIVE	22-27601-04-110	\$	201.59	\$	50.00	\$	55.96	\$	307.55
00101613-0376078651	ADAM KLYM	7865 GRINNELL CT E	ACTIVE	22-27601-04-192	\$	100.79	\$	50.00	\$	33.54	\$	184.33
00080670-0376078503	LINDA CARTER	7850 GRINNELL CT E	ACTIVE	22-27601-04-280	\$	130.03	\$	50.00	\$	40.04	\$	220.07
00073040-0376078909	ELIZABETH LINDEMAN	7890 GRINNELL CT E	ACTIVE	22-27601-04-300	\$	346.66	\$	50.00	\$	88.22	\$	484.88
00087275-0378079111	ROBERT SCHLUESSLER	7911 GRINNELL WAY	ACTIVE	22-27601-04-310	\$	607.08	\$	50.00	\$	146.14	\$	803.22
00098592-0378078618	WADE ARMS	7861 GRINNELL WAY	ACTIVE	22-27601-04-360	\$	159.25	\$	50.00	\$	46.54	\$	255.79
00105761-0378077305	RODNEY KITZROW	7730 GRINNELL WAY	ACTIVE	22-27601-05-090	\$	430.78	\$	50.00	\$	106.93	\$	587.71
00097090-0165075637	TORI ADDISON	7563 165TH ST W	ACTIVE	22-27601-06-060	\$	752.87	\$	50.00	\$	178.57	\$	981.44
00100639-0165075363	JAY BARTA	7536 165TH ST W	ACTIVE	22-27601-06-090	\$	336.52	\$	50.00	\$	85.97	\$	472.49
00105382-0378077529	ADRIENNE EAN	7752 GRINNELL WAY	ACTIVE	22-27601-07-040	\$	375.78	\$	50.00	\$	94.70	\$	520.48
00114367-0378078089	RACHEL WILL	7808 GRINNELL WAY	ACTIVE	22-27601-08-020	\$	369.34	\$	50.00	\$	93.27	\$	512.61
00090668-0377079716	JASON BARR	7971 GRINNELL CT W	ACTIVE	22-27601-10-100	\$	638.62	\$	50.00	\$	153.16	\$	841.78
00111245-0377079443	JOSEPH WORD	7944 GRINNELL CT W	ACTIVE	22-27601-10-170	\$	250.00	\$	50.00	\$	66.72	\$	366.72
00110367-0377079328	DAISY FERMIN	7932 GRINNELL CT W	ACTIVE	22-27601-10-180	\$	497.03	\$	50.00	\$	121.67	\$	668.70
00117486-0378078303	ARDIE NEAR	7830 GRINNELL WAY	ACTIVE	22-27602-01-030	\$	469.41	\$	50.00	\$	115.52	\$	634.93
00089731-0520187400	JOHN NORLING	18740 JOPLIN AVE	ACTIVE	22-27800-02-030	\$	325.22	\$	50.00	\$	83.45	\$	458.67
00088042-0188105355	BREHANE ABREHAM	10535 188TH ST W	ACTIVE	22-27800-02-120	\$	319.47	\$	50.00	\$	82.17	\$	451.64
00108712-0926109371	FOX MEADOWS CONDO ASSOCIATION	18618 JONESBORO CT	ACTIVE	22-27801-03-020	\$	166.55	\$	50.00	\$	48.16	\$	264.71
00114408-0926112726	BRENTON REED BLACK	18602 JONESBORO CT	ACTIVE	22-27801-03-030	\$	342.43	\$	50.00	\$	87.28	\$	479.71
00112618-0926120146	PAUL CRUZ	7155 181ST ST W	ACTIVE	22-30180-01-030	\$	279.59	\$	50.00	\$	73.30	\$	402.89
00113585-0926121311	CHENELLE DELOACH	7107 181ST ST W	ACTIVE	22-30180-01-120	\$	382.17	\$	50.00	\$	96.12	\$	528.29
00113761-0926121266	TYLER MOORE	7077 181ST ST W	ACTIVE	22-30180-01-170	\$	210.60	\$	50.00	\$	57.96	\$	318.56
00114412-0926122686	ALYSSA ALTENDORF	7029 181ST ST W	ACTIVE	22-30180-01-250	\$	207.90	\$	50.00	\$	57.36	\$	315.26
00112248-0926118711	KAMARAJ SIVVA	7118 181ST ST W	ACTIVE	22-30180-02-070	\$	267.87	\$	50.00	\$	70.70	\$	388.57
00113550-0926121261	BILLIE ALI	7076 181ST ST W	ACTIVE	22-30180-02-140	\$	136.84	\$	50.00	\$	41.56	\$	228.40
00114135-0926121216	HEATHER KUMMET	7040 181ST ST W	ACTIVE	22-30180-02-180	\$	149.86	\$	50.00	\$	44.45	\$	244.31
00116683-0926126871	BENJAMIN GUTIERREZ	18268 GLACIER WAY	ACTIVE	22-30181-02-020	\$	757.69	\$	50.00	\$	179.64	\$	987.33
00115785-0926126091	ISTAR YUSUS	7067 183RD ST W	ACTIVE	22-30181-02-080	\$	533.56	\$	50.00	\$	129.79	\$	713.35
00115081-0926123331	RYAN MINCHOW	18137 GARLAND PATH	ACTIVE	22-30182-01-150	\$	75.65	\$	50.00	\$	27.95	\$	153.60
00117322-0926126166	LEELA CHEKKALA	18104 GAVEL LA	ACTIVE	22-30182-02-200	\$	106.34	\$	50.00	\$	34.77	\$	191.11
00119182-0926125881	AMINA MOHAMUD	18178 GARLAND PATH	ACTIVE	22-30182-02-290	\$	175.55	\$	50.00	\$	50.16	\$	275.71
00118242-0926124591	DEJANIRA BUSH	18162 GARLAND PATH	ACTIVE	22-30182-02-330	\$	115.12	\$	50.00	\$	36.72	\$	201.84
00115896-0926126266	RUTH BRUNO	7087 182ND ST W	ACTIVE	22-30183-01-020	\$	708.57	\$	50.00	\$	168.71	\$	927.28
00115673-0926124636	ISMAIL ABDULLE	18309 GLACIER WAY	ACTIVE	22-30183-02-010	\$	298.25	\$	50.00	\$	77.45	\$	425.70
00110354-0926127066	DANIELLE COMMERFORD	18357 GLACIER WAY	ACTIVE	22-30183-02-070	\$	347.26	\$	50.00	\$	88.35	\$	485.61
00115679-0926126201	DOL ALI	18340 GLACIER WAY	ACTIVE	22-30183-03-030	\$	573.89	\$	50.00	\$	138.76	\$	762.65
00116882-0926127016	JAMAC IBRAHIM JAMAC	18372 GLACIER WAY	ACTIVE	22-30184-02-010	\$	709.78	\$	50.00	\$	168.98	\$	928.76
00116832-0926127121	SURYAPRAKASH GANESAN	7093 184TH ST W	ACTIVE	22-30184-02-030	\$	191.91	\$	50.00	\$	53.80	\$	295.71
00116878-0926127006	YUSSUF ADULLE	18339 GIBBON CT	ACTIVE	22-30184-02-100	\$	1,007.88	\$	50.00	\$	235.28	\$	1,293.16
00092399-0469205379	ALICIA SPRINGER	20537 IDALIA AVE	ACTIVE	22-30200-04-030	\$	519.38	\$	50.00	\$	126.64	\$	696.02
00101206-0221204504	JUSTIN HEWITT	20450 DODD BLVD	ACTIVE	22-30200-05-060	\$	106.41	\$	50.00	\$	34.79	\$	191.20
00110587-0260160391	SHEIKHNOOR KALMOLE	16039 GOODVIEW CT	ACTIVE	22-30740-01-100	\$	511.99	\$	50.00	\$	124.99	\$	686.98
00117179-0775211335	WILLIAM A. FAHEY	21133 IBIS AVE	ACTIVE	22-30801-01-100	\$	180.30	\$	50.00	\$	51.22	\$	281.52
00071890-0755210497	ROBERT POE	21049 HONEYCOMB CT	ACTIVE	22-30802-02-030	\$	551.05	\$	50.00	\$	133.68	\$	734.73
00103078-0212089088	KATHY HENRIKSON	8908 212TH ST W	ACTIVE	22-30825-01-130	\$	110.02	\$	50.00	\$	35.59	\$	195.61
00087220-0720176904	SCOTT RICE	17690 FORTUNE TR	ACTIVE	22-30945-03-020	\$	305.39	\$	50.00	\$	79.04	\$	434.43
00072273-0720177217	JAMES SLATTERY	17721 FORTUNE TR	ACTIVE	22-30945-06-050	\$	372.80	\$	50.00	\$	94.04	\$	516.84
00107774-0720177258	NORA KAUFMAN	17725 FORTUNE TR	ACTIVE	22-30945-06-060	\$	363.00	\$	50.00	\$	91.86	\$	504.86
00072938-0250177454	WILLIAM TERNES	17745 GALERY DR	ACTIVE	22-30945-08-010	\$	604.24	\$	50.00	\$	145.51	\$	799.75
00114425-0720177209	SOLOMON HABTEMARIAM	17720 FORTUNE TR	ACTIVE	22-30945-08-050	\$	431.68	\$	50.00	\$	107.13	\$	588.81
00093872-0341176242	JOSHUA ANDERSON	17624 FOXBORO LA	ACTIVE	22-30946-04-040	\$	245.43	\$	50.00	\$	65.71	\$	361.14
00109573-0365176383	AFTAB OSMAN	17638 GAGE AVE	ACTIVE	22-30946-05-160	\$	90.11	\$	50.00	\$	31.16	\$	171.27
00074721-0365176268	KRISTEN FRITZ	17626 GAGE AVE	ACTIVE	22-30946-05-170	\$	776.75	\$	50.00	\$	183.88	\$	1,010.63
00071430-0365175948	NIC GEROLD	17594 GAGE AVE	ACTIVE	22-30946-05-190	\$	1,004.68	\$	50.00	\$	234.57	\$	1,289.25
00071733-0365176391	PATRICK BUCHERT	17639 GAGE AVE	ACTIVE	22-30946-06-080	\$	158.26	\$	50.00	\$	46.32	\$	254.58
00118692-0675176248	MICHAEL PADILLA	17624 GANDER LA	ACTIVE	22-30946-06-130	\$	115.41	\$	50.00	\$	36.79	\$	202.20

00071889-0675175760	RYAN WAGNER	17576 GANDER LA	ACTIVE	22-30946-06-170	\$	108.10	\$	50.00	\$	35.16	\$	193.26
00103484-0720177464	MEGHAN RYAN	17746 FORTUNE TR	ACTIVE	22-30946-08-010	\$	159.25	\$	50.00	\$	46.54	\$	255.79
00100268-0707172090	MOHAMMAD ROOMI	17209 FAIRMEADOW WAY	ACTIVE	22-31501-05-050	\$	387.38	\$	50.00	\$	97.28	\$	534.66
00091493-0707172173	CYNTHIA BOROWSKI	17217 FAIRMEADOW WAY	ACTIVE	22-31501-05-070	\$	962.11	\$	50.00	\$	225.10	\$	1,237.21
00110293-0169061906	SAMANTHA KYLLO	6190 169TH ST W	ACTIVE	22-31502-02-060	\$	333.29	\$	50.00	\$	85.25	\$	468.54
00077819-0169061757	BRENT VENESS	6175 169TH ST W	ACTIVE	22-31502-05-210	\$	108.10	\$	50.00	\$	35.16	\$	193.26
00103412-0169061435	PETE FORBES	6143 169TH ST W	ACTIVE	22-31502-05-250	\$	1,478.31	\$	50.00	\$	339.91	\$	1,868.22
00096545-0926097056	NICK WOLF	8503 172ND ST W	ACTIVE	22-31600-03-010	\$	697.53	\$	50.00	\$	166.26	\$	913.79
00062086-0677161388	ALAN ERTZ	16138 GUNFLINT CIR	ACTIVE	22-31750-02-140	\$	311.20	\$	50.00	\$	80.33	\$	441.53
00115034-0764201701	BE-YOU TIFULL SOL SALON	20170 HERITAGE DR	ACTIVE	22-32025-01-010	\$	681.40	\$	50.00	\$	162.67	\$	894.07
00117307-0748201041	ADONIA MCCORMICK	20104 HOMEFIRE WAY	ACTIVE	22-32100-02-030	\$	90.18	\$	50.00	\$	31.18	\$	171.36
00079918-0748201223	GUILLERMO LUEBBERT MORENO	20122 HOMEFIRE WAY	ACTIVE	22-32100-02-120	\$	295.39	\$	50.00	\$	76.82	\$	422.21
00112846-0748201660	JENNA DARDIS	20166 HOMEFIRE WAY	ACTIVE	22-32100-02-330	\$	224.88	\$	50.00	\$	61.14	\$	336.02
00101267-0748201686	JOSE VILLANUEVA	20168 HOMEFIRE WAY	ACTIVE	22-32100-02-340	\$	375.41	\$	50.00	\$	94.62	\$	520.03
00078370-0748201298	KATHERINE PESOLA	20129 HOMEFIRE WAY	ACTIVE	22-32100-02-470	\$	315.21	\$	50.00	\$	81.23	\$	446.44
00102104-0424200598	ALAN BUNDE	20059 HIGHVIEW AVE	ACTIVE	22-32175-01-090	\$	276.42	\$	50.00	\$	72.60	\$	399.02
00116195-0424200614	ANTHONY CARTER	20061 HIGHVIEW AVE	ACTIVE	22-32175-01-100	\$	663.28	\$	50.00	\$	158.64	\$	871.92
00114608-0424200796	LINCOLN REAL ESTATE & HOMES LLC	20079 HIGHVIEW AVE	ACTIVE	22-32175-01-220	\$	96.00	\$	50.00	\$	32.47	\$	178.47
00097329-0729201309	BILL GRITZMACHER	20130 HOLISTER LA	ACTIVE	22-32175-01-340	\$	237.21	\$	50.00	\$	63.88	\$	351.09
00091379-0764200356	CANDACE SERRANO	20035 HERITAGE DR	ACTIVE	22-32175-01-550	\$	620.39	\$	50.00	\$	149.10	\$	819.49
00107713-0764200331	DEVIN DELICH	20033 HERITAGE DR	ACTIVE	22-32175-01-560	\$	227.08	\$	50.00	\$	61.63	\$	338.71
00086092-0729201499	MEGAN RITCHIE	20149 HOLISTER LA	ACTIVE	22-32175-02-080	\$	305.36	\$	50.00	\$	79.04	\$	434.40
00106368-0729201416	MACEY CODY	20141 HOLISTER LA	ACTIVE	22-32175-02-130	\$	106.34	\$	50.00	\$	34.77	\$	191.11
00105594-0411200288	IGOR LIHNAKEVIC	20028 HOLT AVE	ACTIVE	22-32175-04-020	\$	316.70	\$	50.00	\$	81.56	\$	448.26
00079952-0411200304	JESSICA BROGGER	20030 HOLT AVE	ACTIVE	22-32175-04-030	\$	151.90	\$	50.00	\$	44.90	\$	246.80
00106234-0411200585	JON CONRAD	20058 HOLT AVE	ACTIVE	22-32175-04-140	\$	224.00	\$	50.00	\$	60.94	\$	334.94
00000000-2000000271	LARISSA KREBS	20072 HOLT AVE	ACTIVE	22-32175-04-180	\$	93.52	\$	50.00	\$	31.92	\$	175.44
00081281-0764200182	JED MADSEN	20018 HERITAGE DR	ACTIVE	22-32175-04-460	\$	219.05	\$	50.00	\$	59.84	\$	328.89
00107700-0764200141	SHEA SMITH	20014 HERITAGE DR	ACTIVE	22-32175-04-480	\$	120.74	\$	50.00	\$	37.97	\$	208.71
00066694-0404167849	NANCY BROWN	16784 HERSHEY CT	ACTIVE	22-32900-01-140	\$	137.33	\$	50.00	\$	41.66	\$	228.99
00083405-0943084737	RYAN KINNEY	8473 169TH CT W	ACTIVE	22-32900-02-100	\$	559.83	\$	50.00	\$	135.63	\$	745.46
00110036-0943084307	SHIZBACHAN MANGRU	8430 169TH CT W	ACTIVE	22-32900-02-150	\$	605.96	\$	50.00	\$	145.89	\$	801.85
00066540-0943084208	JAMES BRUMM	8420 169TH CT W	ACTIVE	22-32900-02-160	\$	160.78	\$	50.00	\$	46.88	\$	257.66
00115493-0166082509	CRAIG LIVINGSTON	8250 166TH ST W	ACTIVE	22-32901-03-110	\$	423.05	\$	50.00	\$	105.21	\$	578.26
00054680-0398165494	TUOI L DANG	16549 HARWELL CT	ACTIVE	22-32901-04-040	\$	312.70	\$	50.00	\$	80.67	\$	443.37
00110404-0398165619	SUE SEYKORA	16561 HARWELL CT	ACTIVE	22-32901-04-070	\$	137.33	\$	50.00	\$	41.66	\$	228.99
00074977-0399165956	DANIEL BRUNS	16595 HARWELL AVE	ACTIVE	22-32901-04-100	\$	82.01	\$	50.00	\$	29.36	\$	161.37
00113799-0399165709	MOSIAH LEBARON	16570 HARWELL AVE	ACTIVE	22-32901-05-050	\$	644.10	\$	50.00	\$	154.38	\$	848.48
00117785-0375162886	REID SAARELA	16288 GRIFFON TR	ACTIVE	22-32902-02-040	\$	274.66	\$	50.00	\$	72.21	\$	396.87
00069430-0399164512	ELIZABETH CALHOUN	16451 HARWELL AVE	ACTIVE	22-32902-03-030	\$	580.94	\$	50.00	\$	140.33	\$	771.27
00056437-0393165853	JAMES GILHOUSEN	16585 HAVELOCK WAY	ACTIVE	22-32902-04-020	\$	448.00	\$	50.00	\$	110.76	\$	608.76
00101246-0393165812	MARIBEL ARANA-HJERMSTAD	16581 HAVELOCK WAY	ACTIVE	22-32902-04-030	\$	676.14	\$	50.00	\$	161.50	\$	887.64
00092746-0393165010	ANDREW FORSETH	16501 HAVELOCK WAY	ACTIVE	22-32902-04-090	\$	740.67	\$	50.00	\$	175.85	\$	966.52
00054006-0280163904	LESLEY WACHENDORF	16390 HARVARD DR	ACTIVE	22-32903-01-050	\$	345.54	\$	50.00	\$	87.97	\$	483.51
00096581-0258162979	MARTIN MONARI	16297 GRIFFON CT	ACTIVE	22-32904-02-100	\$	576.74	\$	50.00	\$	139.39	\$	766.13
00090951-0280163201	BRIAN SEILER	16320 HARVARD DR	ACTIVE	22-32904-03-040	\$	248.79	\$	50.00	\$	66.45	\$	365.24
00103763-0388162139	RUEBEN HERNANDEZ	16213 HARMONY PATH	ACTIVE	22-32905-03-200	\$	274.66	\$	50.00	\$	72.21	\$	396.87
00054136-0291161236	WAYNE R MATTSFIELD	16123 HARVARD LA	ACTIVE	22-32905-04-050	\$	108.10	\$	50.00	\$	35.16	\$	193.26
00000000-2000000119	PEDRO DOMINGUEZ OLGUIN	17997 HIDDEN CREEK TR	ACTIVE	22-32980-01-010	\$	93.18	\$	50.00	\$	31.84	\$	175.02
00000000-2000000108	KYLE FREDRICKSON	17378 IONIA PATH	ACTIVE	22-33300-04-100	\$	362.17	\$	50.00	\$	91.67	\$	503.84
00113789-0173093556	MEGAN JORGENSEN	9355 173RD ST W	ACTIVE	22-33300-05-010	\$	709.65	\$	50.00	\$	168.95	\$	928.60
00095131-0442174229	SHAUNA KETCHUM	17422 INLAND LOOP	ACTIVE	22-33300-06-010	\$	779.76	\$	50.00	\$	184.55	\$	1,014.31
00056760-0442174187	THOMAS MCCLURE	17418 INLAND LOOP	ACTIVE	22-33300-06-020	\$	230.16	\$	50.00	\$	62.31	\$	342.47
00094738-0484172248	JOY WITT	17224 IDLEWOOD WAY	ACTIVE	22-33302-02-120	\$	157.23	\$	50.00	\$	46.09	\$	253.32
00107013-0484172305	DONEVA BATTY	17230 IDLEWOOD WAY	ACTIVE	22-33302-02-130	\$	274.03	\$	50.00	\$	72.07	\$	396.10
00108848-0282174263	GENET AYALEW	17426 HOLLAND CT	ACTIVE	22-33310-01-120	\$	186.74	\$	50.00	\$	52.65	\$	289.39
00095774-0286173832	MICHAEL MCGINN	17383 HOMESTEAD TR	ACTIVE	22-33311-03-020	\$	622.44	\$	50.00	\$	149.56	\$	822.00

00067843-0286173592	SCOTT PARKS	17359 HOMESTEAD TR	ACTIVE	22-33311-03-050	\$	758.79	\$	50.00	\$	179.88	\$	988.67
00115899-0286173436	AMY PERUSSE	17343 HOMESTEAD TR	ACTIVE	22-33311-03-070	\$	738.16	\$	50.00	\$	175.30	\$	963.46
00104885-0286174186	INSAR ULLAH	17418 HOMESTEAD TR	ACTIVE	22-33312-02-120	\$	500.44	\$	50.00	\$	122.42	\$	672.86
00077329-0293174179	BILL HARRISON	17417 HUMMINGBIRD AVE	ACTIVE	22-33312-02-140	\$	425.10	\$	50.00	\$	105.67	\$	580.77
00110613-0293174559	AARON MCGOWAN	17455 HUMMINGBIRD AVE	ACTIVE	22-33312-02-180	\$	606.65	\$	50.00	\$	146.05	\$	802.70
00080997-0293174658	SHANNA LUND	17465 HUMMINGBIRD AVE	ACTIVE	22-33312-02-190	\$	386.62	\$	50.00	\$	97.11	\$	533.73
00099630-0293174427	BRYNN ROBERTS	17442 HUMMINGBIRD AVE	ACTIVE	22-33312-03-040	\$	106.83	\$	50.00	\$	34.88	\$	191.71
00062100-0284164359	KENNETH WELLER	16435 HYLAND CIR	ACTIVE	22-34600-01-080	\$	772.05	\$	50.00	\$	182.83	\$	1,004.88
00099093-0426163806	JEFF METCALF	16380 HUDSON AVE	ACTIVE	22-34601-01-080	\$	183.24	\$	50.00	\$	51.88	\$	285.12
00106994-0651167963	JOHN HAMMAR	16796 INTERLACHEN BLVD	ACTIVE	22-34603-03-160	\$	183.24	\$	50.00	\$	51.88	\$	285.12
00119140-0651168037	JEFF SNYDER	16803 INTERLACHEN BLVD	ACTIVE	22-34603-04-020	\$	441.55	\$	50.00	\$	109.33	\$	600.88
00116410-0274168794	RESIDENT	16879 HUNTINGTON PATH	ACTIVE	22-34606-01-020	\$	649.19	\$	50.00	\$	155.51	\$	854.70
00099697-0258162938	RESIDENT	16293 GRIFFON CT	ACTIVE	22-32904-02-090	\$	770.84	\$	50.00	\$	182.56	\$	1,003.40
00072574-0274168430	GREG ABERLE	16843 HUNTINGTON PATH	ACTIVE	22-34606-01-060	\$	106.83	\$	50.00	\$	34.88	\$	191.71
00085553-0274168158	SARISSE CREIGHTON	16815 HUNTINGTON PATH	ACTIVE	22-34606-01-080	\$	347.65	\$	50.00	\$	88.44	\$	486.09
00116006-0746169941	ORIOLE PATEAU	16994 HUBBARD TR	ACTIVE	22-34606-02-060	\$	85.39	\$	50.00	\$	30.11	\$	165.50
00098387-0746169909	WILLIAM SPRINGER	16990 HUBBARD TR	ACTIVE	22-34606-02-070	\$	1,559.04	\$	50.00	\$	357.87	\$	1,966.91
00110177-0756169625	NHUNG THI TRUONG	16962 HOPEWELL CT	ACTIVE	22-34606-02-140	\$	562.44	\$	50.00	\$	136.21	\$	748.65
00069223-0780168460	BRAD PETERSON	16846 INTERLACHEN CT	ACTIVE	22-37500-02-010	\$	690.97	\$	50.00	\$	164.80	\$	905.77
00066891-0746169065	JOHN REMMEN	16906 HUBBARD TR	ACTIVE	22-37500-06-010	\$	640.77	\$	50.00	\$	153.63	\$	844.40
00083831-0908111154	ADAM KLEIN	11115 UPPER 167TH ST W	ACTIVE	22-37950-02-100	\$	337.52	\$	50.00	\$	86.19	\$	473.71
00118422-0908111204	KAREN VONGPARCHAN	11120 UPPER 167TH ST W	ACTIVE	22-37950-03-090	\$	132.71	\$	50.00	\$	40.64	\$	223.35
00098988-0560168609	DAN GORDON	16860 KENMORE DR	ACTIVE	22-37951-01-090	\$	789.89	\$	50.00	\$	186.80	\$	1,026.69
00102214-0560169151	DAVID BROOKS	16915 KENMORE DR	ACTIVE	22-37951-02-010	\$	693.78	\$	50.00	\$	165.42	\$	909.20
00063605-0567168354	MARY NELL DURBAND	16835 KENMORE CT	ACTIVE	22-37951-03-030	\$	79.71	\$	50.00	\$	28.85	\$	158.56
00114409-0926092826	NATHAN LEE	16975 EVENING TER	ACTIVE	22-38200-03-020	\$	589.29	\$	50.00	\$	142.19	\$	781.48
00093155-0926093711	DAWN ROSARIO	16933 EVENING TER	ACTIVE	22-38201-03-010	\$	647.37	\$	50.00	\$	155.10	\$	852.47
00088593-0926093706	DAN CORLEY	16963 EVENING TER	ACTIVE	22-38201-03-060	\$	432.92	\$	50.00	\$	107.41	\$	590.33
00112001-0926095306	TANIA HOCHHALTER	16897 EVENTIDE WAY	ACTIVE	22-38202-01-050	\$	1,522.90	\$	50.00	\$	349.83	\$	1,922.73
00096069-0926096336	JILL BURNS	16929 EVENTIDE WAY	ACTIVE	22-38202-03-030	\$	169.79	\$	50.00	\$	48.88	\$	268.67
00096880-0703176152	DANIEL ABBE	17615 FINESSE TR	ACTIVE	22-41625-07-060	\$	312.09	\$	50.00	\$	80.53	\$	442.62
00102056-0708176058	MOHAMED ALI BEL FADEL	17605 FAIR ISLE PATH	ACTIVE	22-41626-01-080	\$	93.49	\$	50.00	\$	31.91	\$	175.40
00096063-0342176688	CHAD VELTA	17668 FAIRFAX AVE	ACTIVE	22-41626-02-020	\$	337.61	\$	50.00	\$	86.21	\$	473.82
00111610-0342176803	JENNIFER DONOVAN	17680 FAIRFAX AVE	ACTIVE	22-41626-02-030	\$	521.45	\$	50.00	\$	127.10	\$	698.55
00072812-0342176944	SALIANA TUCKER	17694 FAIRFAX AVE	ACTIVE	22-41626-02-050	\$	1,286.52	\$	50.00	\$	297.26	\$	1,633.78
00109660-0336176934	AMY GRAHAM	17693 FIELDCREST AVE	ACTIVE	22-41626-04-070	\$	122.71	\$	50.00	\$	38.41	\$	211.12
00107889-0640112924	ARNAV DOSHI	11292 KENWORTH LA	ACTIVE	22-41651-01-060	\$	267.37	\$	50.00	\$	70.59	\$	387.96
00082234-0648162707	TESFU WELDU	16270 KENWORTH CT	ACTIVE	22-41651-02-090	\$	1,496.80	\$	50.00	\$	344.03	\$	1,890.83
00083777-0163113259	KURT S TURESON	11325 163RD ST W	ACTIVE	22-41651-02-100	\$	651.45	\$	50.00	\$	156.01	\$	857.46
00090371-0828162204	RACHEL THEEL	16220 KENORA CT	ACTIVE	22-41651-02-150	\$	676.76	\$	50.00	\$	161.64	\$	888.40
00105694-0639112604	ALI FARAH	11260 KENORA WAY	ACTIVE	22-41651-04-020	\$	607.47	\$	50.00	\$	146.23	\$	803.70
00111295-0926118141	TMSC OF LAKEVILLE II, LLC	16254 KENYON AVE	ACTIVE	22-41685-01-011	\$	32,605.71	\$	50.00	\$	7,262.99	\$	39,918.70
00105122-0926107861	TMSC OF LAKEVILLE II, LLC	16258 KENYON AVE	ACTIVE	22-41685-01-021	\$	5,698.46	\$	50.00	\$	1,278.52	\$	7,026.98
00115758-0344167552	ANGELA ANDERSON	16755 FIRESTONE WAY	ACTIVE	22-41750-03-010	\$	309.10	\$	50.00	\$	79.87	\$	438.97
00113114-0344168055	OROMIYA TZREFE	16805 FIRESTONE WAY	ACTIVE	22-41750-03-060	\$	437.51	\$	50.00	\$	108.43	\$	595.94
00109294-0344168899	SUNTRA PHENG	16889 FIRESTONE WAY	ACTIVE	22-41750-03-120	\$	189.76	\$	50.00	\$	53.33	\$	293.09
00097189-0344167909	MATTHEW LINK	16790 FIRESTONE WAY	ACTIVE	22-41750-04-040	\$	201.59	\$	50.00	\$	55.96	\$	307.55
00102239-0336167768	MICHAEL LEWIS	16776 FIELDCREST AVE	ACTIVE	22-41751-01-010	\$	692.21	\$	50.00	\$	165.08	\$	907.29
00088184-0336168337	DEBBIE SCHADE	16833 FIELDCREST AVE	ACTIVE	22-41751-04-030	\$	1,516.85	\$	50.00	\$	348.48	\$	1,915.33
00086184-0580166120	MARK HADDORFF	16612 KLAMATH TER	ACTIVE	22-41860-02-050	\$	579.09	\$	50.00	\$	139.92	\$	769.01
00111339-0561164110	ASAD ABDALLE	16411 KINGSWOOD DR	ACTIVE	22-41870-02-030	\$	727.65	\$	50.00	\$	172.96	\$	950.61
00112929-0926084206	JOSHUA HALVORSON	18803 ORCHARD TR	ACTIVE	22-41925-01-020	\$	388.40	\$	50.00	\$	97.50	\$	535.90
00109425-0926113101	SAID SAID	17913 EVENTIDE WAY	ACTIVE	22-42275-01-010	\$	1,841.72	\$	50.00	\$	420.74	\$	2,312.46
00108965-0926112991	KIRK DAGEL	17940 EVENING LA	ACTIVE	22-42275-02-070	\$	962.15	\$	50.00	\$	225.11	\$	1,237.26
00112401-0926117951	ADAA CHIRI	17962 EVENTIDE WAY	ACTIVE	22-42275-03-130	\$	361.42	\$	50.00	\$	91.50	\$	502.92
00109961-0926114951	JONATHAN STOVALL	17950 EVENTIDE WAY	ACTIVE	22-42275-03-140	\$	380.12	\$	50.00	\$	95.66	\$	525.78
00115146-0926122286	Patrick Davis	17833 EVERSLED WAY	ACTIVE	22-42276-02-030	\$	467.90	\$	50.00	\$	115.19	\$	633.09

00118093-0926125691	ROBERT HAGFORS	17944 EXETER CIR	ACTIVE	22-42277-01-080	\$	517.31	\$	50.00	\$	126.18	\$	693.49
00114288-0926122646	ABDINASIR GAAL	5829 UPPER 179TH ST W	ACTIVE	22-42277-02-050	\$	413.74	\$	50.00	\$	103.14	\$	566.88
00114243-0926122636	ANSAR GEDI	5801 UPPER 179TH ST W	ACTIVE	22-42277-02-070	\$	264.86	\$	50.00	\$	70.03	\$	384.89
00118907-0926128171	YASMIN HIRSI	5759 UPPER 179TH ST W	ACTIVE	22-42277-02-150	\$	432.90	\$	50.00	\$	107.40	\$	590.30
00115552-0926123856	ABDIAZIZ HASSAN	5984 UPPER 179TH ST W	ACTIVE	22-42277-03-010	\$	423.22	\$	50.00	\$	105.25	\$	578.47
00114356-0926122641	SATIMA ABRAHAM	5802 UPPER 179TH ST W	ACTIVE	22-42277-03-140	\$	355.21	\$	50.00	\$	90.12	\$	495.33
00101330-0926102031	CHRISTOPHER BOHLMAN	9758 198TH ST W	ACTIVE	22-42600-04-020	\$	1,382.70	\$	50.00	\$	318.65	\$	1,751.35
00117960-0631206198	DEREK CAROTHERS	20619 JUSTICE PATH	ACTIVE	22-44052-02-030	\$	453.82	\$	50.00	\$	112.06	\$	615.88
00111828-0626206807	KARLA SNYDER	20680 JASMINE PATH	ACTIVE	22-44052-02-160	\$	544.64	\$	50.00	\$	132.25	\$	726.89
00105777-0626205924	LUCAS AMUNDSON	20592 JASMINE PATH	ACTIVE	22-44052-02-220	\$	137.93	\$	50.00	\$	41.80	\$	229.73
00113221-0626206674	RACHAEL WIELAND	20667 JASMINE PATH	ACTIVE	22-44052-03-080	\$	275.43	\$	50.00	\$	72.38	\$	397.81
00104742-0626207219	EDGAR WHILY GUTIERREZ - DOMINGUZ	20721 JASMINE PATH	ACTIVE	22-44052-03-170	\$	213.26	\$	50.00	\$	58.55	\$	321.81
00093792-0243171093	JACOB LENANDER	17109 EAGLEVIEW WAY	ACTIVE	22-44075-15-007	\$	171.53	\$	50.00	\$	49.27	\$	270.80
00000000-2000000572	ELIZABETH ROSS	17093 EAGLEVIEW WAY	ACTIVE	22-44075-15-011	\$	189.30	\$	50.00	\$	53.22	\$	292.52
00117989-0243170814	DENISE VOLKERT	17081 EAGLEVIEW WAY	ACTIVE	22-44075-15-024	\$	418.05	\$	50.00	\$	104.10	\$	572.15
00114154-0246170175	ELIZABETH HINSON	17017 EAGLEVIEW LA	ACTIVE	22-44075-15-059	\$	200.60	\$	50.00	\$	55.74	\$	306.34
00097131-0243170723	CHARLES POTTHIER	17072 EAGLEVIEW WAY	ACTIVE	22-44076-15-079	\$	129.53	\$	50.00	\$	39.93	\$	219.46
00109482-0243171663	AMANDA BEAULIEU	17166 EAGLEVIEW WAY	ACTIVE	22-44076-15-085	\$	377.49	\$	50.00	\$	95.08	\$	522.57
00099443-0246170365	MICHAEL ARNESON	17036 EAGLEVIEW LA	ACTIVE	22-44076-15-092	\$	288.29	\$	50.00	\$	75.24	\$	413.53
00081233-0244170706	JESSE ANDERSON	17070 EASTWOOD AVE	ACTIVE	22-44076-15-113	\$	318.16	\$	50.00	\$	81.88	\$	450.04
00110803-0244170854	JEFFREY TEMTE	17085 EASTWOOD AVE	ACTIVE	22-44076-15-116	\$	346.91	\$	50.00	\$	88.28	\$	485.19
00111995-0243171655	WILLIAM MASON	17165 EAGLEVIEW WAY	ACTIVE	22-44076-15-118	\$	730.33	\$	50.00	\$	173.55	\$	953.88
00109315-0244171597	KIMBERLY ANDROFF	17093 EASTWOOD AVE	ACTIVE	22-44076-15-124	\$	177.40	\$	50.00	\$	50.58	\$	277.98
00116432-0244171399	KENT M. WILSON	17139 EASTWOOD AVE	ACTIVE	22-44076-15-131	\$	146.98	\$	50.00	\$	43.81	\$	240.79
00082819-0244171357	TREVOR GORATH	17135 EASTWOOD AVE	ACTIVE	22-44076-15-135	\$	889.14	\$	50.00	\$	208.88	\$	1,148.02
00110420-0244171621	ROGER HOLLAND	17162 EASTWOOD AVE	ACTIVE	22-44078-15-158	\$	292.75	\$	50.00	\$	76.23	\$	418.98
00105401-0926088321	DONALD UNGER	17205 EASTWOOD AVE	ACTIVE	22-44078-15-178	\$	316.28	\$	50.00	\$	81.46	\$	447.74
00101550-0926085846	KATE GRAVES	5223 173RD ST W	ACTIVE	22-44078-15-195	\$	306.46	\$	50.00	\$	79.28	\$	435.74
00091104-0519190654	SEAN THOMPSON	19065 JORDAN TR	ACTIVE	22-44100-01-020	\$	1,425.51	\$	50.00	\$	328.17	\$	1,803.68
00090897-0520187863	TIMOTHY PRESTON	18786 JOPLIN AVE	ACTIVE	22-44100-04-020	\$	78.29	\$	50.00	\$	28.53	\$	156.82
00105265-0520188366	ROCHELLE TILLISON	18836 JOPLIN AVE	ACTIVE	22-44100-04-050	\$	585.91	\$	50.00	\$	141.43	\$	777.34
00102369-0519189201	MIKE KAPALA	18920 JORDAN TR	ACTIVE	22-44100-04-100	\$	190.40	\$	50.00	\$	53.47	\$	293.87
00103572-0521191724	NATE LARSON	19172 JEWEL PATH	ACTIVE	22-44100-07-040	\$	190.30	\$	50.00	\$	53.45	\$	293.75
00059924-0518190648	PAUL BRAKEFIELD	19064 JORDAN CT S	ACTIVE	22-44100-09-050	\$	253.41	\$	50.00	\$	67.48	\$	370.89
00108387-0801206366	MELISSA PETERSEN	20636 JUPITER AVE	ACTIVE	22-44200-01-100	\$	489.65	\$	50.00	\$	120.02	\$	659.67
00098398-0802205649	JEFF MAHONEY	20564 JUPITER PATH	ACTIVE	22-44200-04-100	\$	128.43	\$	50.00	\$	39.68	\$	218.11
00070241-0812206504	DENNIS IVERSON	20650 JUTLAND PL	ACTIVE	22-44202-02-080	\$	813.37	\$	50.00	\$	192.02	\$	1,055.39
00106086-0540186903	JOHN WHITE	18690 JASMINE WAY	ACTIVE	22-44306-02-050	\$	185.02	\$	50.00	\$	52.27	\$	287.29
00093836-0565178652	KIRSTEN WRIGHT	17865 KEOKUK AVE	ACTIVE	22-44325-03-100	\$	823.08	\$	50.00	\$	194.18	\$	1,067.26
00110283-0571177003	PATRICK REYNOLDS	17700 KEYSTONE AVE	ACTIVE	22-44325-03-210	\$	1,039.81	\$	50.00	\$	242.39	\$	1,332.20
00099270-0571176617	DENISE KAPPELMANN	17661 KEYSTONE AVE	ACTIVE	22-44325-04-030	\$	250.88	\$	50.00	\$	66.92	\$	367.80
00098605-0571176799	MICHELLE ROBISON	17679 KEYSTONE AVE	ACTIVE	22-44325-04-040	\$	411.26	\$	50.00	\$	102.59	\$	563.85
00060693-0576177016	GERALD PETERSON	17701 KINGSWAY PATH	ACTIVE	22-44326-03-050	\$	184.39	\$	50.00	\$	52.13	\$	286.52
00101778-0177117866	VERA KALISTA	11786 177TH ST W	ACTIVE	22-44326-04-030	\$	344.91	\$	50.00	\$	87.83	\$	482.74
00093647-0576177453	KENNETH SEED	17745 KINGSWAY PATH	ACTIVE	22-44328-01-090	\$	532.39	\$	50.00	\$	129.53	\$	711.92
00000000-2000000705	BRENDAN FLAHERTY	17650 KETTERING TR	ACTIVE	22-44329-01-010	\$	77.26	\$	50.00	\$	28.30	\$	155.56
00116223-0572176210	JEFFREY PUTNAM	17621 KETTERING TR	ACTIVE	22-44330-03-100	\$	449.07	\$	50.00	\$	111.00	\$	610.07
00103037-0939178941	MARSHALL YUNG	17894 179TH TR W	ACTIVE	22-44331-01-020	\$	187.23	\$	50.00	\$	52.76	\$	289.99
00117430-0926129591	GOODWILL	11578 207TH ST W	ACTIVE	22-44343-01-020	\$	1,487.61	\$	50.00	\$	341.98	\$	1,879.59
00081720-0164112375	ELIZABETH M CAMPBELL	11237 164TH ST W	ACTIVE	22-44350-01-070	\$	460.35	\$	50.00	\$	113.51	\$	623.86
00091721-0166110203	KRISSIA ROMAN	11020 166TH ST W	ACTIVE	22-44350-02-210	\$	281.23	\$	50.00	\$	73.67	\$	404.90
00112900-0412207753	COLE VITTETOE	20775 HOLLINS AVE	ACTIVE	22-44450-14-090	\$	471.60	\$	50.00	\$	116.01	\$	637.61
00106822-0165106574	C & P PROPERTIES OF BURNSVILLE	10657 165TH ST W	ACTIVE	22-44460-01-160	\$	75.38	\$	50.00	\$	27.89	\$	153.27
00083201-0165105014	LAKEVILLE TOWN OFFICE PARK 2	10499.5 165TH ST W	ACTIVE	22-44461-01-150	\$	1,739.15	\$	50.00	\$	397.93	\$	2,187.08
00111895-0926105866	HEBA MOHAMED	19720 HOLDINGFORD WAY	ACTIVE	22-44700-02-130	\$	149.35	\$	50.00	\$	44.34	\$	243.69
00110197-0926114481	ERIC BAUMGARTNER	19545 HIBBING WAY	ACTIVE	22-44701-03-040	\$	128.43	\$	50.00	\$	39.68	\$	218.11
00110831-0926116051	BRIAN BAUER	19709 HIGHVIEW AVE	ACTIVE	22-44701-05-020	\$	488.75	\$	50.00	\$	119.82	\$	658.57

00105562-0926107766	JONI MCCORMACK	19710 HENNING AVE	ACTIVE	22-44701-06-160	\$	128.43	\$	50.00	\$	39.68	\$	218.11
00104735-0505197507	LISA SIMON	19750 JASMINE AVE	ACTIVE	22-44900-19-050	\$	170.22	\$	50.00	\$	48.98	\$	269.20
00059707-0509197016	STANLEY HOLTER	19701 JERSEY AVE	ACTIVE	22-44900-23-210	\$	728.92	\$	50.00	\$	173.24	\$	952.16
00106946-0205089210	JOSEPH BERGSTROM	8921 205TH ST W	ACTIVE	22-45300-01-012	\$	202.13	\$	50.00	\$	56.08	\$	308.21
00106420-0926108776	JORDAN FLEIG	20559 GUNNISON DR	ACTIVE	22-45400-03-080	\$	919.93	\$	50.00	\$	215.72	\$	1,185.65
00108482-0926112061	BRANDON PEPPER	20787 GREENWOOD AVE	ACTIVE	22-45400-03-210	\$	738.31	\$	50.00	\$	175.33	\$	963.64
00105164-0926107311	MOLYKA MAO	20504 GUNNISON DR	ACTIVE	22-45400-04-010	\$	124.39	\$	50.00	\$	38.79	\$	213.18
00117611-0926110116	IAN M ROLLWITZ	20624 GUNNISON DR	ACTIVE	22-45400-04-130	\$	453.61	\$	50.00	\$	112.01	\$	615.62
00107927-0926111071	YERGALEM GOITOM	20669 GRANVILLE LA	ACTIVE	22-45400-04-170	\$	505.80	\$	50.00	\$	123.62	\$	679.42
00117705-0926113231	JOSH STEVENS	20641 GRANVILLE LA	ACTIVE	22-45400-04-190	\$	489.02	\$	50.00	\$	119.88	\$	658.90
00107083-0926110106	DAVID ZIMMERMANN	20572 GRANVILLE LA	ACTIVE	22-45400-05-060	\$	843.99	\$	50.00	\$	198.83	\$	1,092.82
00109994-0926115046	INDY CHACON	20598 GREENWOOD AVE	ACTIVE	22-45400-06-070	\$	795.03	\$	50.00	\$	187.94	\$	1,032.97
00061719-0661097489	RICHARD M CLEMENS	9748 OAK SHORE DR	ACTIVE	22-45800-04-010	\$	1,362.18	\$	50.00	\$	314.08	\$	1,726.26
00118789-0157010111	ORLIN VASQUEZ	1011 157TH ST E	ACTIVE	22-45801-04-100	\$	433.10	\$	50.00	\$	107.45	\$	590.55
00111666-0157010095	JULIE PINKERMAN	1009 157TH ST W	ACTIVE	22-45801-04-110	\$	973.06	\$	50.00	\$	227.54	\$	1,250.60
00061599-0157010079	BEVERLY WELCH	1007 157TH ST E	ACTIVE	22-45801-04-120	\$	314.98	\$	50.00	\$	81.18	\$	446.16
00116056-0661097083	DAN W MALSOM	9708 OAK SHORE DR	ACTIVE	22-45801-04-150	\$	116.28	\$	50.00	\$	36.98	\$	203.26
00105773-0175122017	TRACI ALSHAALI	12201 175TH ST W	ACTIVE	22-46901-04-150	\$	292.95	\$	50.00	\$	76.28	\$	419.23
00119264-0175120011	DARBY O'LEARY	12001 175TH ST W	ACTIVE	22-46901-17-031	\$	107.28	\$	50.00	\$	34.98	\$	192.26
00113129-0592168593	AARON MELBY	16859 ISLAND TER	ACTIVE	22-46950-02-080	\$	136.67	\$	50.00	\$	41.52	\$	228.19
00109477-0500167852	NELSON LEGACY PROPERTIES LLC	16785 JAGUAR AVE	ACTIVE	22-46975-02-110	\$	905.68	\$	50.00	\$	212.55	\$	1,168.23
00111525-0170099153	JOSEPH WARREN	9915 170TH ST W	ACTIVE	22-46976-01-030	\$	747.93	\$	50.00	\$	177.47	\$	975.40
00092821-0170098452	KELLY JAY	9845 170TH ST W	ACTIVE	22-46976-02-010	\$	570.28	\$	50.00	\$	137.96	\$	758.24
00112554-0170098155	ALEKSANDR VOLNUSHKIN	9815 170TH ST W	ACTIVE	22-46976-02-030	\$	169.36	\$	50.00	\$	48.79	\$	268.15
00098525-0486168653	TRESTON WOBIG	16865 JALISCO TER W	ACTIVE	22-46979-01-040	\$	501.16	\$	50.00	\$	122.58	\$	673.74
00106352-0599167873	KEDIR AHMED	16787 JACKPINE TR	ACTIVE	22-46980-01-020	\$	1,008.29	\$	50.00	\$	235.38	\$	1,293.67
00113810-0598167916	JOHN KRONENWETER	16791 JACKSONVILLE CT	ACTIVE	22-46980-01-120	\$	330.51	\$	50.00	\$	84.63	\$	465.14
00100308-0600168571	MICHAEL BUCKINGHAM	16857 JACKPINE WAY	ACTIVE	22-46980-01-170	\$	202.02	\$	50.00	\$	56.05	\$	308.07
00114930-0600168167	BRIAN POWERS	16816 JACKPINE WAY	ACTIVE	22-46980-01-240	\$	187.25	\$	50.00	\$	52.77	\$	290.02
00107210-0167101858	HOLLY WARD	10185 167TH ST W	ACTIVE	22-46981-06-020	\$	140.95	\$	50.00	\$	42.47	\$	233.42
00112097-0926086386	JESSICA BRANDENHOFF	16562 JACARANDA WAY	ACTIVE	22-46982-02-010	\$	1,447.31	\$	50.00	\$	333.02	\$	1,830.33
00078149-0536171869	DOUG YETZER	17186 JASPER TR	ACTIVE	22-47000-01-190	\$	88.39	\$	50.00	\$	30.78	\$	169.17
00106664-0245167693	SHANE BILDERBECK	16769 EMBERS AVE	ACTIVE	22-47050-05-502	\$	518.09	\$	50.00	\$	126.35	\$	694.44
00103436-0245167750	DILLON RAMCHARITAR	16775 EMBERS AVE	ACTIVE	22-47050-05-508	\$	846.42	\$	50.00	\$	199.37	\$	1,095.79
00111154-0245167834	PRABAL NEPAL	16783 EMBERS AVE	ACTIVE	22-47050-05-603	\$	215.22	\$	50.00	\$	58.99	\$	324.21
00115915-0245167875	MARISHA LINDNER	16787 EMBERS AVE	ACTIVE	22-47050-05-607	\$	328.00	\$	50.00	\$	84.07	\$	462.07
00103757-0245168436	ALELI TACATA	16843 EMBERS AVE	ACTIVE	22-47050-05-903	\$	266.36	\$	50.00	\$	70.36	\$	386.72
00100944-0244168999	COLIN RYAN	16899 EMBERS AVE	ACTIVE	22-47050-06-101	\$	329.32	\$	50.00	\$	84.36	\$	463.68
00096445-0244168973	CHRISTOPHER NERLAND	16897 EMBERS AVE	ACTIVE	22-47050-06-103	\$	138.16	\$	50.00	\$	41.85	\$	230.01
00091902-0244169195	ANGELA MISGEN	16919 EMBERS AVE	ACTIVE	22-47050-06-207	\$	499.98	\$	50.00	\$	122.32	\$	672.30
00099358-0249168267	MICHELLE LENNOX	16826 EDINBURG WAY	ACTIVE	22-47051-06-403	\$	382.12	\$	50.00	\$	96.11	\$	528.23
00093757-0245168881	KATIE MCCORMICK	16888 EMBERS AVE	ACTIVE	22-47051-06-502	\$	291.36	\$	50.00	\$	75.92	\$	417.28
00113908-0245168626	ILANA NIEMI	16862 EMBERS AVE	ACTIVE	22-47051-06-603	\$	658.75	\$	50.00	\$	157.63	\$	866.38
00093858-0245168725	NICK TOUSIGNANT	16872 EMBERS AVE	ACTIVE	22-47051-06-610	\$	390.93	\$	50.00	\$	98.07	\$	539.00
00100732-0245168709	JAMIE MCGARVEY	16870 EMBERS AVE	ACTIVE	22-47051-06-702	\$	315.30	\$	50.00	\$	81.25	\$	446.55
00105696-0245168683	DAVID UDOLFIA	16868 EMBERS AVE	ACTIVE	22-47051-06-704	\$	107.61	\$	50.00	\$	35.05	\$	192.66
00111451-0245168006	GIANG-SON NGUYEN	16800 EMBERS AVE	ACTIVE	22-47051-07-106	\$	314.70	\$	50.00	\$	81.11	\$	445.81
00105337-0245167982	ROBSAN MORODA	16798 EMBERS AVE	ACTIVE	22-47051-07-108	\$	169.05	\$	50.00	\$	48.72	\$	267.77
00080693-0760207447	ERIC SWANSON	20744 HURLEY AVE	ACTIVE	22-47475-02-030	\$	837.28	\$	50.00	\$	197.34	\$	1,084.62
00118362-0760207702	LAUREN SMITH	20770 HURLEY AVE	ACTIVE	22-47475-02-100	\$	430.73	\$	50.00	\$	106.92	\$	587.65
00117802-0758209454	MOHAMED HASSAN	20945 HYDRA CT	ACTIVE	22-47475-05-010	\$	987.74	\$	50.00	\$	230.80	\$	1,268.54
00090590-0758209652	MOHAMED ELGOHARI	20965 HYDRA CT	ACTIVE	22-47475-05-060	\$	1,446.41	\$	50.00	\$	332.82	\$	1,829.23
00096165-0758209686	SCOTT LARSON	20968 HYDRA CT	ACTIVE	22-47475-05-070	\$	128.43	\$	50.00	\$	39.68	\$	218.11
00073264-0758209603	BRENDA HIGGINS	20960 HYDRA CT	ACTIVE	22-47475-05-090	\$	535.63	\$	50.00	\$	130.25	\$	715.88
00112641-0789207410	JOSEPH GREENWOOD	20741 IBEX AVE	ACTIVE	22-47475-06-020	\$	274.51	\$	50.00	\$	72.17	\$	396.68
00078505-0791207408	ANTHONY NACHREINER	20740 INDEPENDENCE CT	ACTIVE	22-47476-02-010	\$	850.34	\$	50.00	\$	200.25	\$	1,100.59
00098777-0782207581	CHRIS ANDERSON	20758 IDAHO AVE	ACTIVE	22-47476-02-090	\$	124.95	\$	50.00	\$	38.91	\$	213.86

00074358-0782207458	KURT JUSZAK	20745 IDAHO AVE	ACTIVE	22-47476-03-050	\$	212.78	\$	50.00	\$	58.45	\$	321.23
00105613-0771209150	MATTHEW GARDNER	20915 INDEPENDENCE AVE	ACTIVE	22-47476-08-030	\$	476.59	\$	50.00	\$	117.12	\$	643.71
00074384-0771209515	VATSANA PHOMSAMOUTH	20951 INDEPENDENCE AVE	ACTIVE	22-47476-08-120	\$	314.46	\$	50.00	\$	81.06	\$	445.52
00099606-0789207097	ERIN NELSON	20709 IBEX AVE	ACTIVE	22-47477-01-020	\$	104.02	\$	50.00	\$	34.26	\$	188.28
00106169-0516195219	LISA RENEE GRAHAM	19521 JADE LA	ACTIVE	22-47526-01-120	\$	572.32	\$	50.00	\$	138.41	\$	760.73
00076406-0589204385	JASON SCHAUER	20438 JUPITER WAY	ACTIVE	22-47545-03-020	\$	260.02	\$	50.00	\$	68.95	\$	378.97
00101559-0588204121	TRACY TUCKER	20412 JUPITER CT	ACTIVE	22-47545-03-040	\$	163.33	\$	50.00	\$	47.45	\$	260.78
00098342-0644203380	JEREMY FLICEK	20338 KENSINGTON CT	ACTIVE	22-47546-04-220	\$	343.73	\$	50.00	\$	87.57	\$	481.30
00090558-0202087225	THOMAS LOGAN	8722 202ND ST W	ACTIVE	22-47550-00-020	\$	142.76	\$	50.00	\$	42.87	\$	235.63
00095362-0926095496	JACOB KEDINGER	18268 IMAGERY LA	ACTIVE	22-47625-02-030	\$	144.86	\$	50.00	\$	43.34	\$	238.20
00111390-0471203651	EMILY MORRIS	20365 IBERIA AVE	ACTIVE	22-47750-01-033	\$	292.03	\$	50.00	\$	76.07	\$	418.10
00109273-0926113581	ANN ALWIN	20375 HAMBURG AVE	ACTIVE	22-47800-01-072	\$	413.49	\$	50.00	\$	103.09	\$	566.58
00110936-0416204830	JEFFREY LUETHJE	20483 HAMBURG AVE	ACTIVE	22-47800-01-121	\$	300.77	\$	50.00	\$	78.02	\$	428.79
00105846-0335170623	JAMIE ROTHMEIER	17062 FIRTREE PL	ACTIVE	22-48100-01-110	\$	4,119.37	\$	50.00	\$	927.31	\$	5,096.68
00114802-0333171607	ROBERA TERFA	17160 FIRESTONE PATH	ACTIVE	22-48100-02-120	\$	232.42	\$	50.00	\$	62.81	\$	345.23
00055202-0337171355	PAUL G AHRENHOLZ	17135 FIELDCREST CT	ACTIVE	22-48101-01-080	\$	778.92	\$	50.00	\$	184.36	\$	1,013.28
00064832-0337171405	MICHAEL HUDDOCK	17140 FIELDCREST CT	ACTIVE	22-48101-01-090	\$	1,965.62	\$	50.00	\$	448.30	\$	2,463.92
00115770-0337171306	ALVARO VILLANUEVA	17130 FIELDCREST CT	ACTIVE	22-48101-01-100	\$	494.19	\$	50.00	\$	121.03	\$	665.22
00077003-0336170002	JIM GOBLIRSCH	17000 FIELDCREST AVE	ACTIVE	22-48101-02-010	\$	611.59	\$	50.00	\$	147.14	\$	808.73
00108518-0336170606	NICHOLAS HANSON	17060 FIELDCREST AVE	ACTIVE	22-48101-02-040	\$	322.99	\$	50.00	\$	82.96	\$	455.95
00113243-0333172159	MARQUES WORDS	17215 FIRESTONE PATH	ACTIVE	22-48101-03-030	\$	92.09	\$	50.00	\$	31.60	\$	173.69
00108605-0336172008	COLTON ANDERSON	17200 FIELDCREST AVE	ACTIVE	22-48101-04-010	\$	826.55	\$	50.00	\$	194.95	\$	1,071.50
00066467-0336172206	SHELLY OTREMBIA	17220 FIELDCREST AVE	ACTIVE	22-48101-04-020	\$	396.46	\$	50.00	\$	99.30	\$	545.76
00092214-0340173745	MELISSA GORMAN	17374 FARADAY LA	ACTIVE	22-48102-02-210	\$	797.44	\$	50.00	\$	188.48	\$	1,035.92
00116082-0175062070	PAUL STALOGH	6207 175TH ST W	ACTIVE	22-48103-02-060	\$	122.71	\$	50.00	\$	38.41	\$	211.12
00070451-0175060215	MATTHEW J STARK	6021 175TH ST W	ACTIVE	22-48103-03-060	\$	965.57	\$	50.00	\$	225.87	\$	1,241.44
00096664-0176060917	COREY PAXTON	6091 176TH ST W	ACTIVE	22-48103-04-150	\$	429.08	\$	50.00	\$	106.55	\$	585.63
00075198-0336176587	NASIM SHOUBASH	17658 FIELDCREST AVE	ACTIVE	22-48103-05-020	\$	130.45	\$	50.00	\$	40.13	\$	220.58
00087637-0934100338	JOSEPH HOBOT	10033 UPPER 205TH ST W	ACTIVE	22-48200-01-020	\$	387.72	\$	50.00	\$	97.35	\$	535.07
00104954-0934101054	KENNETH BILLINGS	10105 UPPER 205TH ST W	ACTIVE	22-48200-01-070	\$	389.07	\$	50.00	\$	97.65	\$	536.72
00108531-0535205874	JOSEPH MASTAIN	20587 JADE CIR	ACTIVE	22-48200-02-070	\$	153.73	\$	50.00	\$	45.31	\$	249.04
00099684-0500206345	JOESPH HODSON	20634 JAGUAR AVE	ACTIVE	22-48201-02-040	\$	372.78	\$	50.00	\$	94.03	\$	516.81
00068618-0500206808	MARK KARTAK	20680 JAGUAR AVE	ACTIVE	22-48201-02-130	\$	250.03	\$	50.00	\$	66.73	\$	366.76
00101248-0934102318	LINDSAY EGGE	10231 UPPER 205TH ST W	ACTIVE	22-48202-01-020	\$	381.38	\$	50.00	\$	95.94	\$	527.32
00108319-0934102003	SARITH BOT	10200 UPPER 205TH ST W	ACTIVE	22-48202-03-050	\$	571.55	\$	50.00	\$	138.24	\$	759.79
00055318-0500207087	MATT GRUBBS	20708 JAGUAR AVE	ACTIVE	22-48203-02-010	\$	339.80	\$	50.00	\$	86.70	\$	476.50
00088833-0937100715	BRYAN BODSBERG	10071 205TH CT W	ACTIVE	22-48204-01-090	\$	837.18	\$	50.00	\$	197.32	\$	1,084.50
00117146-0937100350	LEE PETERSEN	10035 205TH CT W	ACTIVE	22-48204-01-120	\$	530.41	\$	50.00	\$	129.09	\$	709.50
00108798-0937101002	DEREK PRAX	10100 205TH CT W	ACTIVE	22-48204-01-200	\$	545.67	\$	50.00	\$	132.48	\$	728.15
00099459-0571205192	APRIL SEALS-MARTIN	20519 KEYSTONE AVE	ACTIVE	22-48800-01-050	\$	408.73	\$	50.00	\$	102.03	\$	560.76
00107505-0571205424	BREANA BENSHOOF	20542 KEYSTONE AVE	ACTIVE	22-48800-02-070	\$	557.69	\$	50.00	\$	135.16	\$	742.85
00116280-0926086356	MELANIE SKIME	20599 KEYSTONE AVE	ACTIVE	22-48801-01-050	\$	260.66	\$	50.00	\$	69.09	\$	379.75
00117674-0926087911	ASHLEY SCHULE	20661 KEYSTONE AVE	ACTIVE	22-48801-01-170	\$	625.55	\$	50.00	\$	150.25	\$	825.80
00114580-0926102296	BALAKRISHNAN RADHAKRISHNAN	20680 KEYSTONE AVE	ACTIVE	22-48801-02-230	\$	367.74	\$	50.00	\$	92.91	\$	510.65
00104638-0926102301	JAMIE PAGE	20684 KEYSTONE AVE	ACTIVE	22-48801-02-240	\$	244.33	\$	50.00	\$	65.46	\$	359.79
00118543-0317067532	KAROLE GRAHAM	6753 FOLIAGE CT	ACTIVE	22-51350-01-040	\$	362.55	\$	50.00	\$	91.76	\$	504.31
00100551-0317067490	JUDITH HIGGINS	6749 FOLIAGE CT	ACTIVE	22-51350-01-060	\$	443.63	\$	50.00	\$	109.79	\$	603.42
00083474-0317067292	TIMOTHY SCHULZ	6729 FOLIAGE CT	ACTIVE	22-51350-01-160	\$	416.77	\$	50.00	\$	103.81	\$	570.58
00107947-0317067151	MICHELLE REITMEIER	6715 FOLIAGE CT	ACTIVE	22-51350-01-230	\$	319.28	\$	50.00	\$	82.13	\$	451.41
00116877-0317067300	MARIA GARCIA BETHKE	6730 FOLIAGE CT	ACTIVE	22-51350-01-430	\$	647.77	\$	50.00	\$	155.19	\$	852.96
00103737-0317067367	KOFFI BALIKI	6736 FOLIAGE CT	ACTIVE	22-51350-01-460	\$	336.34	\$	50.00	\$	85.93	\$	472.27
00116540-0327161093	URIEL DE LA ROSA RODRIGUEZ	16109 FLAGSTAFF CT N	ACTIVE	22-51351-01-030	\$	424.55	\$	50.00	\$	105.55	\$	580.10
00106906-0328161597	ARIN HANEY	16159 FLAGSTAFF CT S	ACTIVE	22-51351-01-260	\$	349.75	\$	50.00	\$	88.91	\$	488.66
00113227-0328161696	ROBIN LILLEVOLD	16169 FLAGSTAFF CT S	ACTIVE	22-51351-01-310	\$	144.10	\$	50.00	\$	43.17	\$	237.27
00078392-0328161795	DEBORAH J LENTSCH	16179 FLAGSTAFF CT S	ACTIVE	22-51351-01-360	\$	554.06	\$	50.00	\$	134.35	\$	738.41
00117743-0328161951	MITCHAEAL CALLAHAN	16195 FLAGSTAFF CT S	ACTIVE	22-51351-01-440	\$	92.99	\$	50.00	\$	31.80	\$	174.79
00113204-0933066777	DEVIN MEANY	6677 162ND CT W	ACTIVE	22-51352-01-123	\$	305.01	\$	50.00	\$	78.96	\$	433.97

00057756-0933066462	PAMELA MCCLUSKEY	6646 162ND CT W	ACTIVE	22-51352-01-513	\$	382.58	\$	50.00	\$	96.21	\$	528.79
00069197-0933066587	SPENCER LENZ	6658 162ND CT W	ACTIVE	22-51352-01-521	\$	314.27	\$	50.00	\$	81.02	\$	445.29
00092688-0933066504	JASON CURTIS	6650 162ND CT W	ACTIVE	22-51352-01-524	\$	305.03	\$	50.00	\$	78.96	\$	433.99
00095482-0926105456	ANTHONY KUNKEL	9103 179TH ST W	ACTIVE	22-51400-01-010	\$	817.84	\$	50.00	\$	193.02	\$	1,060.86
00106374-0926108906	KAMRAN AHRAR	9174 179TH ST W	ACTIVE	22-51400-03-050	\$	838.87	\$	50.00	\$	197.69	\$	1,086.56
00110440-0926114371	ABDIAZIZ HASSAN	17331 ENCINA PATH	ACTIVE	22-52080-01-030	\$	493.63	\$	50.00	\$	120.91	\$	664.54
00113921-0926114026	YUSSUF SHAFIE	17304 ENCINA PATH	ACTIVE	22-52080-02-010	\$	779.37	\$	50.00	\$	184.46	\$	1,013.83
00111578-0926116771	KYRSTIE GILLIE	17318 ENCINA PATH	ACTIVE	22-52080-02-020	\$	252.74	\$	50.00	\$	67.33	\$	370.07
00109736-0926113726	PHUONG NGUYEN	17358 ELY AVE	ACTIVE	22-52080-02-090	\$	388.91	\$	50.00	\$	97.62	\$	536.53
00109989-0926113771	FARRIS HASSAN	17374 ELY AVE	ACTIVE	22-52080-02-110	\$	582.47	\$	50.00	\$	140.67	\$	773.14
00111673-0926118376	BARBARA BATT	17455 ELKWOOD AVE	ACTIVE	22-52080-02-220	\$	260.05	\$	50.00	\$	68.96	\$	379.01
00113008-0926119726	SABA TESFAYE	17470 ELKWOOD AVE	ACTIVE	22-52080-05-130	\$	201.59	\$	50.00	\$	55.96	\$	307.55
00112992-0926120106	ABIGAIL DITTMAN	5169 175TH ST W	ACTIVE	22-52080-05-180	\$	318.50	\$	50.00	\$	81.96	\$	450.46
00053615-0176101950	BRYAN SEJNOHA	10195 176TH ST W	ACTIVE	22-53500-01-070	\$	374.95	\$	50.00	\$	94.51	\$	519.46
00092157-0502177518	ANGELA WARD	17751 JAGUAR PATH	ACTIVE	22-53500-02-120	\$	603.37	\$	50.00	\$	145.32	\$	798.69
00092228-0502175165	BRANDON STEWART	17516 JAGUAR PATH	ACTIVE	22-53500-03-010	\$	488.85	\$	50.00	\$	119.85	\$	658.70
00078000-0528179001	BETH MALECHA	17900 JACQUARD PATH	ACTIVE	22-53501-01-070	\$	984.80	\$	50.00	\$	230.15	\$	1,264.95
00105960-0528179902	JASON ANDERSON	17990 JACQUARD PATH	ACTIVE	22-53501-01-110	\$	121.23	\$	50.00	\$	38.08	\$	209.31
00108987-0502178615	JEFFREY WULFF	17861 JAGUAR PATH	ACTIVE	22-53501-02-030	\$	251.60	\$	50.00	\$	67.08	\$	368.68
00096435-0502179050	STEVEN HANSON	17905 JAGUAR PATH	ACTIVE	22-53501-02-060	\$	85.39	\$	50.00	\$	30.11	\$	165.50
00099060-0515178107	DAWN LIEU	17810 JALISCO WAY	ACTIVE	22-53502-01-050	\$	623.28	\$	50.00	\$	149.74	\$	823.02
00085896-0932102102	JENNY FORAR	10210 UPPER 178TH ST W	ACTIVE	22-53502-02-030	\$	562.91	\$	50.00	\$	136.32	\$	749.23
00101290-0522177316	PETER JOHNSON	17731 JALISCO CT	ACTIVE	22-53502-03-080	\$	497.47	\$	50.00	\$	121.76	\$	669.23
00092716-0513178000	RICK ZAUCHA	17800 JAMAICA CIR	ACTIVE	22-53502-03-150	\$	546.90	\$	50.00	\$	132.76	\$	729.66
00097115-0513177614	ANTHONY DEBING	17761 JAMAICA CIR	ACTIVE	22-53502-03-220	\$	394.69	\$	50.00	\$	98.90	\$	543.59
00106419-0553191030	MICHELLE OLMSTED	19103 KENWOOD WAY	ACTIVE	22-53600-02-021	\$	493.20	\$	50.00	\$	120.81	\$	664.01
00118928-0533177610	ALEX JOHNSON	17761 JASPER CT	ACTIVE	22-53650-01-130	\$	142.34	\$	50.00	\$	42.78	\$	235.12
00114416-0534177700	TIMOTHY FLUHARTY	17770 JAVELIN CT	ACTIVE	22-53650-01-270	\$	630.78	\$	50.00	\$	151.41	\$	832.19
00117390-0502179365	JAY HAKE	17936 JAGUAR PATH	ACTIVE	22-53650-03-030	\$	411.81	\$	50.00	\$	102.71	\$	564.52
00104499-0503179406	ADAM MANTY	17940 JASMINE CT	ACTIVE	22-53650-03-050	\$	157.23	\$	50.00	\$	46.09	\$	253.32
00084592-0533177917	GETU ASHMY	17791 JASPER CT	ACTIVE	22-53651-01-020	\$	422.97	\$	50.00	\$	105.19	\$	578.16
00118393-0661160659	DESERT MEDIA GROUP	16065 OAK SHORE DR	ACTIVE	22-53701-01-040	\$	157.23	\$	50.00	\$	46.09	\$	253.32
00117778-0661160105	JOBS HOUSE	16010 OAK SHORE DR	ACTIVE	22-53701-02-010	\$	320.20	\$	50.00	\$	82.34	\$	452.54
00109533-0661098289	SOPHEAR MAO	9828 OAK SHORE DR	ACTIVE	22-53702-02-110	\$	213.66	\$	50.00	\$	58.64	\$	322.30
00117244-0161097955	COLLEEN WOODFORD	9795 161ST ST W	ACTIVE	22-53702-02-130	\$	773.91	\$	50.00	\$	183.25	\$	1,007.16
00111881-0161098508	MICHAEL BARTH	9850 161ST ST W	ACTIVE	22-53702-04-050	\$	661.48	\$	50.00	\$	158.24	\$	869.72
00073050-0161100726	JAMES ROEMHILDT	10072 161ST ST W	ACTIVE	22-53702-05-040	\$	257.12	\$	50.00	\$	68.31	\$	375.43
00095721-0161100122	MONIQUE JULIAN	10012 161ST ST W	ACTIVE	22-53702-05-070	\$	338.18	\$	50.00	\$	86.34	\$	474.52
00106870-0161100106	TAREN HALL	10010 161ST ST W	ACTIVE	22-53702-05-070	\$	631.50	\$	50.00	\$	151.57	\$	833.07
00098983-0161099704	RICHARD NORDQUIST	9970 UPPER 161ST ST W	ACTIVE	22-53702-05-092	\$	1,280.23	\$	50.00	\$	295.86	\$	1,626.09
00113054-0902098924	ADRIAN NUNEZ	9892 UPPER 161ST ST W	ACTIVE	22-53702-05-130	\$	452.99	\$	50.00	\$	111.87	\$	614.86
00104771-0902098502	KYLE ZIMMERMAN	9850 UPPER 161ST ST W	ACTIVE	22-53702-05-152	\$	327.72	\$	50.00	\$	84.01	\$	461.73
00100293-0902098106	AMY CLARK	9810 UPPER 161ST ST W	ACTIVE	22-53702-05-170	\$	98.34	\$	50.00	\$	32.99	\$	181.33
00107902-0520161302	ROB STOKKE	16130 JOPLIN AVE	ACTIVE	22-53705-01-040	\$	434.58	\$	50.00	\$	107.78	\$	592.36
00106369-0530161458	NOI KEOMALYVAHN PHOTHISH	16145 JOPLIN WAY	ACTIVE	22-53705-01-062	\$	439.92	\$	50.00	\$	108.96	\$	598.88
00091512-0530161359	JOPLIN WAY LLC	16135 JOPLIN WAY	ACTIVE	22-53705-01-080	\$	358.45	\$	50.00	\$	90.84	\$	499.29
00111582-0530161060	JERRY THATCHER	16106 JOPLIN WAY	ACTIVE	22-53705-02-011	\$	328.08	\$	50.00	\$	84.09	\$	462.17
00117810-0530161425	TAMARA LEWIS	16142 JOPLIN WAY	ACTIVE	22-53705-02-070	\$	500.80	\$	50.00	\$	122.50	\$	673.30
00116922-0520160056	TRIPLE N PROPERTIES INC.	16005 JOPLIN AVE W	ACTIVE	22-53706-01-010	\$	1,084.57	\$	50.00	\$	252.34	\$	1,386.91
00095562-0529161972	STEVEN THOMPSON	16197 JAMAICA AVE	ACTIVE	22-53709-01-031	\$	127.06	\$	50.00	\$	39.38	\$	216.44
00100983-0862168596	NATHAN OBERST	16859 LIONS CT	ACTIVE	22-54200-01-030	\$	805.74	\$	50.00	\$	190.33	\$	1,046.07
00076083-0167124500	MATT WOOD	12450 167TH ST W	ACTIVE	22-54201-01-050	\$	256.25	\$	50.00	\$	68.11	\$	374.36
00102510-0556167607	MATT HOENCK	16760 KLAMATH TR	ACTIVE	22-54720-26-321	\$	257.57	\$	50.00	\$	68.41	\$	375.98
00100059-0558175053	KEITH RAYMOND	17505 KODIAK AVE	ACTIVE	22-54750-01-020	\$	558.36	\$	50.00	\$	135.31	\$	743.67
00115202-0612166700	MANNY HALL	16670 LAKEVIEW CT	ACTIVE	22-54800-01-100	\$	948.84	\$	50.00	\$	222.15	\$	1,220.99
00098837-0852167608	CARLTON MATSON	16760 LAKE HILLS CT	ACTIVE	22-54800-01-170	\$	337.90	\$	50.00	\$	86.27	\$	474.17
00118548-0838187035	JUDITH WALLBERG	18703 KALMAR CT	ACTIVE	22-54826-04-020	\$	359.61	\$	50.00	\$	91.10	\$	500.71

00069295-0471203404	VALLEY CHRISTIAN CHURCH	20340 IBERIA AVE	ACTIVE	22-56000-01-115	\$	259.11	\$	50.00	\$	68.75	\$	377.86
00087629-0408203709	KENNETH RUPP	20370 HUGHES AVE	ACTIVE	22-56001-01-060	\$	256.86	\$	50.00	\$	68.25	\$	375.11
00099483-0774195521	KHALED MAHMUD	19552 IRELAND WAY	ACTIVE	22-56200-01-030	\$	806.17	\$	50.00	\$	190.42	\$	1,046.59
00099759-0774196933	PAUL DEVINE	19693 IRELAND WAY	ACTIVE	22-56200-02-060	\$	683.28	\$	50.00	\$	163.09	\$	896.37
00091145-0774195497	TERESA WHEELER	19549 IRELAND WAY	ACTIVE	22-56200-03-030	\$	505.33	\$	50.00	\$	123.51	\$	678.84
00097187-0207084300	JENNIFER MOHR	8430 207TH ST W	ACTIVE	22-56700-03-060	\$	776.55	\$	50.00	\$	183.83	\$	1,010.38
00069965-0922084098	FRANK BEISSEL	8409 LOWER 208TH ST W	ACTIVE	22-56701-01-010	\$	261.40	\$	50.00	\$	69.26	\$	380.66
00103095-0922083991	PAUL KIRCHOFF	8399 LOWER 208TH ST W	ACTIVE	22-56701-01-050	\$	595.46	\$	50.00	\$	143.56	\$	789.02
00061363-0922084106	WAYNE BEDEAUX	8410 LOWER 208TH ST W	ACTIVE	22-56701-03-010	\$	174.57	\$	50.00	\$	49.95	\$	274.52
00119327-0208084986	SCOTT W. MAREK	8498 208TH ST W	ACTIVE	22-56702-02-020	\$	88.39	\$	50.00	\$	30.78	\$	169.17
00058701-0208084887	KREJCE PROPERTIES LLC	8488 208TH ST W	ACTIVE	22-56702-02-030	\$	575.58	\$	50.00	\$	139.14	\$	764.72
00094025-0208084606	PAUL GEPHART	8460 208TH ST W	ACTIVE	22-56702-03-020	\$	913.70	\$	50.00	\$	214.34	\$	1,178.04
00097611-0208084200	PACHIA XIONG	8420 208TH ST W	ACTIVE	22-56702-03-040	\$	235.26	\$	50.00	\$	63.44	\$	348.70
00104877-0926106816	CASEY MEYER	17932 EMBERS AVE	ACTIVE	22-57100-05-020	\$	252.74	\$	50.00	\$	67.33	\$	370.07
00107734-0926110711	MARK FROEMKE	17962 EQUINOX AVE	ACTIVE	22-57101-01-020	\$	577.96	\$	50.00	\$	139.67	\$	767.63
00106093-0926108501	NICHOLAS OLSON	17978 EQUINOX AVE	ACTIVE	22-57101-01-060	\$	362.51	\$	50.00	\$	91.75	\$	504.26
00106321-0926108306	JACOB BERG	17990 EQUINOX AVE	ACTIVE	22-57101-01-090	\$	541.52	\$	50.00	\$	131.56	\$	723.08
00106690-0926109291	SAMNANG YOU	17875 ELEMENT AVE	ACTIVE	22-57102-01-040	\$	827.28	\$	50.00	\$	195.12	\$	1,072.40
00109343-0926113126	TRAVIS KRUCKENBERG	17832 ELEMENT AVE	ACTIVE	22-57102-02-110	\$	238.13	\$	50.00	\$	64.08	\$	352.21
00110792-0926114931	TYLER TOVSEN	17892 ESSEX LA	ACTIVE	22-57103-01-070	\$	230.82	\$	50.00	\$	62.46	\$	343.28
00108495-0926111561	ZACH WIENEKE	17887 ESSEX LA	ACTIVE	22-57103-01-080	\$	136.39	\$	50.00	\$	41.46	\$	227.85
00000000-2000000370	KIM NEUMAN	17881 ESSEX LA	ACTIVE	22-57103-01-090	\$	601.88	\$	50.00	\$	144.99	\$	796.87
00108510-0926111616	KIM NEUMAN	17881 ESSEX LA	ACTIVE	22-57103-01-090	\$	151.89	\$	50.00	\$	44.90	\$	246.79
00113862-0926118946	KIIN YUSUF	17819 ELDER AVE	ACTIVE	22-57104-02-130	\$	1,764.54	\$	50.00	\$	403.57	\$	2,218.11
00115599-0926124321	AMY SHAVER	17913 ECLIPSE AVE	ACTIVE	22-57104-04-010	\$	216.37	\$	50.00	\$	59.24	\$	325.61
00112724-0926119751	PHUONG HUYNH	17907 ECLIPSE AVE	ACTIVE	22-57104-04-020	\$	713.82	\$	50.00	\$	169.88	\$	933.70
00114096-0926122321	SIMEON DIMITROV	17942 ECLIPSE AVE	ACTIVE	22-57104-06-030	\$	268.85	\$	50.00	\$	70.92	\$	389.77
00112331-0926118421	ABDULAAHI ALI	17900 ECLIPSE AVE	ACTIVE	22-57104-07-020	\$	826.67	\$	50.00	\$	194.98	\$	1,071.65
00112124-0926117361	CHRIS LUNDBERG	17852 ECLIPSE AVE	ACTIVE	22-57104-07-100	\$	333.29	\$	50.00	\$	85.25	\$	468.54
00112722-0926119731	AMINA HAJI	17780 ECLIPSE AVE	ACTIVE	22-57104-07-220	\$	660.46	\$	50.00	\$	158.01	\$	868.47
00117736-0926128116	IDMAN OMAR	5378 178TH ST W	ACTIVE	22-57106-01-010	\$	836.61	\$	50.00	\$	197.19	\$	1,083.80
00114667-0873176156	ANDREW MUNSEN	17615 HEIDELBERG WAY	ACTIVE	22-57200-02-060	\$	347.90	\$	50.00	\$	88.50	\$	486.40
00094911-0926085256	RYAN KETTERLING	17630 HEMLOCK AVE	ACTIVE	22-57200-05-080	\$	391.90	\$	50.00	\$	98.28	\$	540.18
00106325-0926085241	MANAL SAYES	17511 HEIDELBERG WAY	ACTIVE	22-57200-06-080	\$	457.22	\$	50.00	\$	112.81	\$	620.03
00086954-0926089056	CHAD LOOSMORE	17510 HAVERHILL CIR	ACTIVE	22-57200-07-010	\$	468.11	\$	50.00	\$	115.23	\$	633.34
00088082-0926090086	GAIL STROM	17518 HAVERHILL CIR	ACTIVE	22-57201-01-020	\$	108.09	\$	50.00	\$	35.16	\$	193.25
00090318-0926092166	JESSICA KREMER	17568 HAVERHILL CIR	ACTIVE	22-57201-02-080	\$	632.15	\$	50.00	\$	151.72	\$	833.87
00109759-0926091311	KIRK LITYNSKI	17580 HAVERHILL CIR	ACTIVE	22-57201-02-110	\$	796.30	\$	50.00	\$	188.23	\$	1,034.53
00117408-0926091171	JOHN DARBO	17584 HAVERHILL CIR	ACTIVE	22-57201-02-120	\$	352.37	\$	50.00	\$	89.49	\$	491.86
00118161-0926113621	SUBASH THAPA	18211 HIDEAWAY TR	ACTIVE	22-57210-07-030	\$	717.54	\$	50.00	\$	170.71	\$	938.25
00118160-0926129891	RAMAKRISHNA SIVA	18219 HIDEAWAY TRL	ACTIVE	22-57210-07-050	\$	307.74	\$	50.00	\$	79.57	\$	437.31
00111755-0926117461	FADUMO HUSEIN	18287 HIDEAWAY CT	ACTIVE	22-57210-07-110	\$	1,623.24	\$	50.00	\$	372.15	\$	2,045.39
00111020-0926116356	KAITLIN DEVERAPALLI	18239 HIDEAWAY TR	ACTIVE	22-57210-07-180	\$	588.28	\$	50.00	\$	141.96	\$	780.24
00112703-0926119156	LISA TINDELL	8105 183RD ST W	ACTIVE	22-57210-09-110	\$	290.77	\$	50.00	\$	75.79	\$	416.56
00113881-0926120621	HIMANSHU GOYAL	18229 HAMEL DR	ACTIVE	22-57212-01-170	\$	194.28	\$	50.00	\$	54.33	\$	298.61
00113958-0926120636	ERIC HELLEN	18240 HAMEL DR	ACTIVE	22-57212-02-020	\$	115.41	\$	50.00	\$	36.79	\$	202.20
00118386-0926119451	MUNIRA OSMAN	18253 HAMEL DR	ACTIVE	22-57212-03-050	\$	359.70	\$	50.00	\$	91.12	\$	500.82
00115742-0926123301	KRISHNA VENIGALLA	18057 HIDDEN CREEK TR	ACTIVE	22-57213-02-030	\$	374.85	\$	50.00	\$	94.49	\$	519.34
00117393-0926125761	JEFFREY KOLES	18082 HIDDEN CREEK TR	ACTIVE	22-57213-03-080	\$	1,527.92	\$	50.00	\$	350.95	\$	1,928.87
00116186-0926124471	MICHAEL J PARKER	18000 HEIRLOOM CT	ACTIVE	22-57213-04-140	\$	169.77	\$	50.00	\$	48.88	\$	268.65
00115498-0926124136	PEGGY HAUS	18353 HAMBY WAY	ACTIVE	22-57213-08-040	\$	209.25	\$	50.00	\$	57.66	\$	316.91
00093892-0408205258	RAY HORSCH	20525 HUGHES AVE	ACTIVE	22-57750-01-021	\$	452.65	\$	50.00	\$	111.79	\$	614.44
00099387-0408206652	MALLORY GUZMAN	20665 HUGHES AVE	ACTIVE	22-57750-03-020	\$	342.25	\$	50.00	\$	87.24	\$	479.49
00073490-0576180499	STEVE OUIJIRI	18049 KINGSWAY PATH	ACTIVE	22-58500-03-030	\$	544.20	\$	50.00	\$	132.16	\$	726.36
00111091-0853181491	JONATHAN COUSIN	18149 LAMAR LA	ACTIVE	22-58500-03-080	\$	745.31	\$	50.00	\$	176.89	\$	972.20
00082186-0576181380	STEVE SHAFER	18138 KINGSWAY PATH	ACTIVE	22-58500-04-020	\$	1,243.51	\$	50.00	\$	287.69	\$	1,581.20
00111034-0666183015	PAUL KIRSCHNER	18301 LANSFORD PATH	ACTIVE	22-58500-09-110	\$	106.83	\$	50.00	\$	34.88	\$	191.71

00116864-0826182857	JULIET AKARUME	18285 KERRVILLE TR	ACTIVE	22-58500-20-407	\$	649.97	\$	50.00	\$	155.68	\$	855.65
00100905-0826182998	CHAD HOMES	18299 KERRVILLE TR	ACTIVE	22-58501-20-502	\$	403.24	\$	50.00	\$	100.81	\$	554.05
00103322-0826183053	ROSHONNA SMITH	18305 KERRVILLE TR	ACTIVE	22-58501-20-505	\$	466.35	\$	50.00	\$	114.84	\$	631.19
00083586-0826183087	JEFF RICHARDS	18308 KERRVILLE TR	ACTIVE	22-58501-20-605	\$	179.14	\$	50.00	\$	50.96	\$	280.10
00117770-0826183269	JOSH HALLER	18326 KERRVILLE TR	ACTIVE	22-58501-20-702	\$	399.48	\$	50.00	\$	99.97	\$	549.45
00101535-0826183368	HEATH WARD	18336 KERRVILLE TR	ACTIVE	22-58501-20-707	\$	1,506.39	\$	50.00	\$	346.16	\$	1,902.55
00086268-0926087306	ANDREW MATTSON	18160 LANSFORD PATH	ACTIVE	22-58503-02-010	\$	183.24	\$	50.00	\$	51.88	\$	285.12
00107616-0926086586	DAWN KEPLER	18321 KERRVILLE TR	ACTIVE	22-58505-01-116	\$	149.72	\$	50.00	\$	44.42	\$	244.14
00085731-0926085781	ANN MALWITZ	18287 KEY WEST CT	ACTIVE	22-58505-01-216	\$	280.83	\$	50.00	\$	73.58	\$	404.41
00096681-0926087061	MICHAEL BLUMER	18350 LAFAYETTE WAY	ACTIVE	22-58506-08-217	\$	294.94	\$	50.00	\$	76.72	\$	421.66
00094495-0926088706	TRINITY THIOULON	18407 LAFAYETTE WAY	ACTIVE	22-58507-02-318	\$	463.28	\$	50.00	\$	114.16	\$	627.44
00087903-0926089941	ROBERT FLUTO	18438 LAFAYETTE WAY	ACTIVE	22-58507-02-628	\$	221.89	\$	50.00	\$	60.47	\$	332.36
00117595-0926088381	CAROL ST GERMAIN	18393 LAFAYETTE WAY	ACTIVE	22-58507-03-218	\$	77.70	\$	50.00	\$	28.40	\$	156.10
00118983-0926088201	JAMES STONE	18378 LAFAYETTE WAY	ACTIVE	22-58507-03-228	\$	255.88	\$	50.00	\$	68.03	\$	373.91
00110660-0926088741	JOSEPH ROBINSON	18408 LAFAYETTE WAY	ACTIVE	22-58507-04-428	\$	1,080.53	\$	50.00	\$	251.44	\$	1,381.97
00101375-0926088826	CLINTON TRAVIS	18434 LAFAYETTE WAY	ACTIVE	22-58507-04-528	\$	352.12	\$	50.00	\$	89.44	\$	491.56
00086671-0926088396	JON SONTAG	18399 LAFAYETTE WAY	ACTIVE	22-58507-06-218	\$	394.44	\$	50.00	\$	98.85	\$	543.29
00114815-0926123631	JACK POEHLING	9798 189TH ST W	ACTIVE	22-58600-04-1100	\$	975.71	\$	50.00	\$	228.13	\$	1,253.84
00114348-0926117501	AMY STEVENS	19005 INNDALDE DR	ACTIVE	22-58600-05-010	\$	1,375.83	\$	50.00	\$	317.12	\$	1,742.95
00095740-0242170427	BARRY RICHARD	17042 EVENTIDE WAY	ACTIVE	22-59500-05-020	\$	377.70	\$	50.00	\$	95.13	\$	522.83
00053514-0242171003	LAWRENCE GENZLER	17100 EVENTIDE WAY	ACTIVE	22-59501-03-110	\$	176.85	\$	50.00	\$	50.45	\$	277.30
00086491-0926088461	STEPHEN DUCKWORTH	18164 IREGLN PATH	ACTIVE	22-59600-04-010	\$	585.48	\$	50.00	\$	141.34	\$	776.82
00107525-0926093926	CUONG SON	18220 IRONSTONE WAY	ACTIVE	22-59601-01-040	\$	595.39	\$	50.00	\$	143.54	\$	788.93
00100572-0926092796	BRYAN WINTERS	18175 IRONSTONE WAY	ACTIVE	22-59601-02-050	\$	1,058.47	\$	50.00	\$	246.54	\$	1,355.01
00103531-0926093096	CRAIG SCHNEIDER	18193 IRONSTONE WAY	ACTIVE	22-59601-02-060	\$	135.71	\$	50.00	\$	41.30	\$	227.01
00093195-0926093626	AMIR NOMANI	18381 IRONSTONE WAY	ACTIVE	22-59602-02-090	\$	931.42	\$	50.00	\$	218.28	\$	1,199.70
00109771-0807181209	TAYLOR ABRAM	18120 JARL CT	ACTIVE	22-63101-05-030	\$	364.09	\$	50.00	\$	92.10	\$	506.19
00118721-0807181340	KIRBY KUBAL	18134 JARL CT	ACTIVE	22-63101-05-040	\$	1,667.76	\$	50.00	\$	382.05	\$	2,099.81
00118218-0926127746	JUSTIN MORRIS	8278 186TH ST W	ACTIVE	22-63200-02-120	\$	85.38	\$	50.00	\$	30.11	\$	165.49
00115399-0926123791	NASRA MOHAMED	18564 HAVEN CT	ACTIVE	22-63200-03-020	\$	137.32	\$	50.00	\$	41.66	\$	228.98
00062990-0181110915	G HEINZ	11091 181ST ST W	ACTIVE	22-63300-02-010	\$	106.83	\$	50.00	\$	34.88	\$	191.71
00115579-0409205406	KATELYNN REYES	20540 HOWLAND AVE	ACTIVE	22-63700-03-061	\$	563.19	\$	50.00	\$	136.38	\$	749.57
00110861-0409205604	JACOB VAUPEL	20560 HOWLAND AVE	ACTIVE	22-63700-03-070	\$	93.13	\$	50.00	\$	31.83	\$	174.96
00098288-0536172859	JESSICA WORMLEY	17285 JASPER TR	ACTIVE	22-64100-01-040	\$	432.15	\$	50.00	\$	107.24	\$	589.39
00058139-0173100197	LYNNE KENNEDY	10019 173RD ST W	ACTIVE	22-64101-01-230	\$	317.27	\$	50.00	\$	81.68	\$	448.95
00112285-0502174756	BETELHEM WELEDemeskel	17475 JAGUAR PATH	ACTIVE	22-64101-03-140	\$	2,110.20	\$	50.00	\$	480.45	\$	2,640.65
00097920-0502174665	MELISSA CLAIRE	17466 JAGUAR PATH	ACTIVE	22-64101-04-020	\$	174.57	\$	50.00	\$	49.95	\$	274.52
00077724-0649169248	RITA RYAN	16924 KINGS CT	ACTIVE	22-64250-02-030	\$	236.13	\$	50.00	\$	63.64	\$	349.77
00070598-0649170758	JOEL HANKINSON	17075 KINGS CT	ACTIVE	22-64251-01-210	\$	219.05	\$	50.00	\$	59.84	\$	328.89
00097255-0173096393	MARIE BEYER	9639 173RD ST W	ACTIVE	22-64450-01-070	\$	141.36	\$	50.00	\$	42.56	\$	233.92
00086348-0173095908	GWENDOLYN JOHNSON	9590 173RD ST W	ACTIVE	22-64451-01-020	\$	518.44	\$	50.00	\$	126.43	\$	694.87
00116613-0173096245	DEVIN NIGHTINGALE	9624 173RD ST W	ACTIVE	22-64451-01-040	\$	150.03	\$	50.00	\$	44.49	\$	244.52
00111175-0172096386	DEVIN ANDREWS	9638 172ND ST W	ACTIVE	22-64452-01-070	\$	200.00	\$	50.00	\$	55.60	\$	305.60
00103254-0172095800	JOSHUA WILKES	9580 172ND ST W	ACTIVE	22-64452-01-100	\$	732.97	\$	50.00	\$	174.14	\$	957.11
00116397-0172096337	KATIE MATTHEWS	9633 172ND ST W	ACTIVE	22-64452-03-060	\$	359.21	\$	50.00	\$	91.01	\$	500.22
00060397-0545168054	JAMES JOHNSON	16805 JAVELIN AVE	ACTIVE	22-64530-01-070	\$	123.99	\$	50.00	\$	38.70	\$	212.69
00081383-0166106193	STEPHEN M STAUPE	10619 166TH ST W	ACTIVE	22-64601-01-040	\$	122.18	\$	50.00	\$	38.29	\$	210.47
00117990-0537168717	JAY CLARKE	16871 JONQUIL TR	ACTIVE	22-64602-02-150	\$	373.40	\$	50.00	\$	94.17	\$	517.57
00091039-0170107377	ROXANNE EDWARDS	10737 170TH ST W	ACTIVE	22-64602-02-240	\$	92.43	\$	50.00	\$	31.68	\$	174.11
00095478-0537169227	JASON WARNKE	16922 JONQUIL TR	ACTIVE	22-64602-03-140	\$	654.92	\$	50.00	\$	156.78	\$	861.70
00069037-0511170415	BUSINESS OFFICE EMSOCS	17041 JONQUIL AVE	ACTIVE	22-64603-02-090	\$	1,188.43	\$	50.00	\$	275.44	\$	1,513.87
00079136-0520171792	JAMES BIGALKE	17179 JOPLIN AVE	ACTIVE	22-64603-02-300	\$	405.41	\$	50.00	\$	101.29	\$	556.70
00111706-0541171201	PAUL SHARP	17120 JORDAN CT	ACTIVE	22-64603-03-080	\$	593.00	\$	50.00	\$	143.01	\$	786.01
00098580-0169104989	ANDREW ZWACH	10498 169TH ST W	ACTIVE	22-64604-01-010	\$	369.53	\$	50.00	\$	93.31	\$	512.84
00085106-0646166910	CHARLES RICHARDSON	16691 KENTUCKY AVE	ACTIVE	22-64605-01-010	\$	1,074.72	\$	50.00	\$	250.15	\$	1,374.87
00116795-0497165458	LIBBY KVASNICKA	16545 JOPLIN PATH	ACTIVE	22-64606-01-090	\$	321.07	\$	50.00	\$	82.53	\$	453.60
00098650-0511165203	AMI KETCHER	16520 JONQUIL AVE	ACTIVE	22-64606-03-020	\$	561.19	\$	50.00	\$	135.94	\$	747.13

00110341-0509165188	CHRISTOPHER KODET	16518 JERSEY AVE	ACTIVE	22-64607-02-010	\$ 181.84	\$ 50.00	\$ 51.56	\$ 283.40
00110317-0509165686	COLE TODD	16568 JERSEY AVE	ACTIVE	22-64607-02-050	\$ 395.87	\$ 50.00	\$ 99.17	\$ 545.04
00062733-0166103555	CAROL HARA	10355 166TH ST W	ACTIVE	22-64607-02-070	\$ 650.18	\$ 50.00	\$ 155.73	\$ 855.91
00093259-0166103459	BRIAN RISTOW	10345 166TH ST W	ACTIVE	22-64607-02-080	\$ 159.83	\$ 50.00	\$ 46.67	\$ 256.50
00103606-0545165419	BENBIN ZHU	16541 JAVELIN AVE	ACTIVE	22-64607-02-130	\$ 745.95	\$ 50.00	\$ 177.03	\$ 972.98
00084083-0166103962	JEAN LARSON	10396 166TH ST W	ACTIVE	22-64607-04-030	\$ 83.97	\$ 50.00	\$ 29.80	\$ 163.77
00098613-0166103400	NICOLE WILLIAMSON	10340 166TH ST W	ACTIVE	22-64607-04-140	\$ 265.72	\$ 50.00	\$ 70.22	\$ 385.94
00109705-0545166992	GRANT ERICKSON	16699 JAVELIN AVE	ACTIVE	22-64607-04-230	\$ 360.75	\$ 50.00	\$ 91.36	\$ 502.11
00094558-0926100091	BREANN RONCHAK	18023 HYDE PARK AVE	ACTIVE	22-64700-05-020	\$ 1,035.60	\$ 50.00	\$ 241.45	\$ 1,327.05
00105424-0208102457	CHRISTIAN CRUPKO	10245 208TH ST W	ACTIVE	22-64810-01-100	\$ 821.41	\$ 50.00	\$ 193.81	\$ 1,065.22
00100783-0584209660	ANDREW HARGROVE	20966 JAMESTOWN AVE	ACTIVE	22-64811-01-100	\$ 106.83	\$ 50.00	\$ 34.88	\$ 191.71
00060772-0582209134	MITCHELL FENNE	20913 JENKINS WAY	ACTIVE	22-64812-01-060	\$ 423.66	\$ 50.00	\$ 105.35	\$ 579.01
00060775-0582209324	JEFFREY SIMMONS	20932 JENKINS WAY	ACTIVE	22-64812-02-060	\$ 235.26	\$ 50.00	\$ 63.44	\$ 348.70
00109831-0625209596	NANCY FEICHTINGER	20959 JUNE CT	ACTIVE	22-64813-02-040	\$ 142.83	\$ 50.00	\$ 42.89	\$ 235.72
00114344-0476175415	KERRY DEPALMA	17541 IONIA PATH	ACTIVE	22-66101-01-060	\$ 91.94	\$ 50.00	\$ 31.57	\$ 173.51
00090834-0476175514	ACE DILLY	17551 IONIA PATH	ACTIVE	22-66101-01-110	\$ 369.91	\$ 50.00	\$ 93.39	\$ 513.30
00113128-0176094437	MATTHEW PROVOST	9443 176TH ST W	ACTIVE	22-66101-01-150	\$ 417.70	\$ 50.00	\$ 104.02	\$ 571.72
00115067-0195085509	PATRICK GIYAN	8550 195TH ST W	ACTIVE	22-66500-01-040	\$ 464.39	\$ 50.00	\$ 114.41	\$ 628.80
00110999-0195085822	ROBERT SPICER	8582 195TH ST W	ACTIVE	22-66500-01-050	\$ 78.29	\$ 50.00	\$ 28.53	\$ 156.82
00105921-0195087307	MIMA MANCIA CARERES	8730 195TH ST W	ACTIVE	22-66500-01-100	\$ 686.73	\$ 50.00	\$ 163.86	\$ 900.59
00091067-0371170545	MARK JURAN	17054 GLENCOE AVE	ACTIVE	22-67500-01-040	\$ 106.65	\$ 50.00	\$ 34.84	\$ 191.49
00109802-0385170119	NATHAN WHITE	17011 GLENCOE CIR	ACTIVE	22-67500-02-010	\$ 346.40	\$ 50.00	\$ 88.16	\$ 484.56
00100798-0171076652	MARIANO CARREON	7665 171ST ST W	ACTIVE	22-67501-01-010	\$ 325.66	\$ 50.00	\$ 83.55	\$ 459.21
00069521-0172076545	JEFFREY LEVISHKA	7654 172ND ST W	ACTIVE	22-67502-05-010	\$ 553.43	\$ 50.00	\$ 134.21	\$ 737.64
00096984-0371172608	SHIMELIS DADI	17260 GLENCOE AVE	ACTIVE	22-67503-01-090	\$ 434.40	\$ 50.00	\$ 107.74	\$ 592.14
00088167-0172076784	TAMARA WINDSCHITL	7678 172ND ST W	ACTIVE	22-67504-03-060	\$ 928.54	\$ 50.00	\$ 217.64	\$ 1,196.18
00102092-0387172865	JOHN ONGORI	17286 GREENTREE PATH	ACTIVE	22-67505-01-020	\$ 171.07	\$ 50.00	\$ 49.17	\$ 270.24
00097935-0387172949	SHAWN HAUKAAS	17294 GREENTREE PATH	ACTIVE	22-67505-01-040	\$ 689.99	\$ 50.00	\$ 164.58	\$ 904.57
00111795-0261173237	FAIZA HOLMES	17323 GOODHUE AVE	ACTIVE	22-67505-03-020	\$ 643.78	\$ 50.00	\$ 154.30	\$ 848.08
00078401-0371173176	RAUL A HERNANDEZ	17317 GLENCOE AVE	ACTIVE	22-67505-05-020	\$ 92.06	\$ 50.00	\$ 31.60	\$ 173.66
00098171-0371173333	DEBRA JOHNSON	17333 GLENCOE AVE	ACTIVE	22-67505-05-030	\$ 200.00	\$ 50.00	\$ 55.60	\$ 305.60
00114452-0371173622	KURT FOLSTAD	17362 GLENCOE AVE	ACTIVE	22-67506-01-010	\$ 423.34	\$ 50.00	\$ 105.28	\$ 578.62
00106217-0926106541	DENIS BABICH	16685 JUDICIAL RD	ACTIVE	22-67790-01-050	\$ 274.63	\$ 50.00	\$ 72.20	\$ 396.83
00106182-0926102371	JOHN SCHUMANN	16657 JUDICIAL RD	ACTIVE	22-67790-01-060	\$ 196.40	\$ 50.00	\$ 54.80	\$ 301.20
00101758-0204103301	NICK LINDSAY	10330 204TH ST W	ACTIVE	22-68000-02-010	\$ 293.54	\$ 50.00	\$ 76.41	\$ 419.95
00091296-0926092076	DARBY O'LEARY	16958 DYNAMIC DR	ACTIVE	22-71300-01-010	\$ 516.94	\$ 50.00	\$ 126.09	\$ 693.03
00096578-0926096341	JIM CASAZZA	16950 DYNAMIC DR	ACTIVE	22-71300-01-020	\$ 430.23	\$ 50.00	\$ 106.81	\$ 587.04
00103099-0926088001	DANI JIMENEZ SHADRICK	5098 DRAGONETTE ST	ACTIVE	22-71300-02-050	\$ 391.90	\$ 50.00	\$ 98.28	\$ 540.18
00097204-0926097876	TANI KALWEIT	16890 EAGLEVIEW DR	ACTIVE	22-71300-03-030	\$ 230.82	\$ 50.00	\$ 62.46	\$ 343.28
00091564-0926091801	PATRICK TOLLEFSRUD	16838 EAGLEVIEW DR	ACTIVE	22-71300-06-020	\$ 613.46	\$ 50.00	\$ 147.56	\$ 811.02
00102540-0926103941	ERIN VONSEE	16571 EAST LAKE DR	ACTIVE	22-71300-13-090	\$ 364.01	\$ 50.00	\$ 92.08	\$ 506.09
00071129-0926099416	JENNIFER MATTSON	16579 EAST LAKE DRIVE	ACTIVE	22-71300-13-100	\$ 441.71	\$ 50.00	\$ 109.36	\$ 601.07
00097846-0926098496	JILL PATTERSON	16587 EAST LAKE DR	ACTIVE	22-71300-13-110	\$ 362.51	\$ 50.00	\$ 91.75	\$ 504.26
00101947-0926097516	KATHERINE BURLINGAME	5253 167TH ST W	ACTIVE	22-71301-02-030	\$ 1,022.73	\$ 50.00	\$ 238.59	\$ 1,311.32
00090986-0926091806	DANIEL ECKHOLM	16917 EAST LAKE DR	ACTIVE	22-71301-07-010	\$ 1,191.88	\$ 50.00	\$ 276.21	\$ 1,518.09
00094383-0926094426	ERIC BARNUM	16680 EAGLEVIEW PL	ACTIVE	22-71305-03-010	\$ 86.34	\$ 50.00	\$ 30.32	\$ 166.66
00104321-0926095031	MARC PARKER	16688 EAGLEVIEW PL	ACTIVE	22-71305-03-030	\$ 362.51	\$ 50.00	\$ 91.75	\$ 504.26
00095794-0926095841	JARED CHRISTIANSON	4524 168TH ST W	ACTIVE	22-71306-02-060	\$ 795.83	\$ 50.00	\$ 188.12	\$ 1,033.95
00095289-0926095041	PETER BERTHELOT	16830 DIAMONTE PATH	ACTIVE	22-71306-02-260	\$ 1,175.32	\$ 50.00	\$ 272.52	\$ 1,497.84
00095997-0926096551	CHRIS SCHWARTZ	16783 DRAFT HORSE CT	ACTIVE	22-71309-01-090	\$ 298.09	\$ 50.00	\$ 77.42	\$ 425.51
00109671-0926097306	JULIE BEAUDOIN	16774 DIAMONTE PATH	ACTIVE	22-71309-03-080	\$ 176.85	\$ 50.00	\$ 50.45	\$ 277.30
00097764-0926098301	DAN LENMARK	16602 EAGLEVIEW DR	ACTIVE	22-71310-02-010	\$ 1,207.26	\$ 50.00	\$ 279.63	\$ 1,536.89
00102043-0926103546	ERIC LONG	16450 ENVOY WAY	ACTIVE	22-71311-02-090	\$ 1,056.80	\$ 50.00	\$ 246.16	\$ 1,352.96
00109241-0926098801	ARMIN JEWELL	16301 ENVOY WAY	ACTIVE	22-71313-01-050	\$ 159.70	\$ 50.00	\$ 46.64	\$ 256.34
00115025-0926103511	GLENN DOERKSEN	16545 DULUTH TR	ACTIVE	22-71314-01-050	\$ 1,253.25	\$ 50.00	\$ 289.86	\$ 1,593.11
00102324-0926103796	RICHARD FORTMAN	16568 DULUTH TR	ACTIVE	22-71314-03-070	\$ 230.81	\$ 50.00	\$ 62.46	\$ 343.27
00093672-0875186544	MICHELLE KEEFE	18654 IRENIC AVE	ACTIVE	22-71326-01-010	\$ 142.83	\$ 50.00	\$ 42.89	\$ 235.72

00106956-0875186429	DANIEL JORGENSEN	18642 IRENIC AVE	ACTIVE	22-71326-02-030	\$	141.33	\$	50.00	\$	42.55	\$	233.88
00111636-0885188415	TYLER MALLERY	18841 IROQUOIS WAY	ACTIVE	22-71326-07-100	\$	644.84	\$	50.00	\$	154.54	\$	849.38
00105087-0926105651	SHARON MCDONALD	16259 ELKHORN TR	ACTIVE	22-71340-02-180	\$	328.95	\$	50.00	\$	84.28	\$	463.23
00104574-0926106686	MELANIE ROBERTSON	16260 EQUESTRIAN TR	ACTIVE	22-71340-05-150	\$	1,823.90	\$	50.00	\$	416.78	\$	2,290.68
00105879-0926105676	ROBERT BRAATEN	4662 165TH ST W	ACTIVE	22-71341-02-100	\$	216.20	\$	50.00	\$	59.21	\$	325.41
00106072-0926108531	AMY GILBERT	16201 DRYDEN RD	ACTIVE	22-71342-07-010	\$	1,473.31	\$	50.00	\$	338.80	\$	1,862.11
00113861-0926112326	ELIZABETH PIPER	16204 DURANGO TR	ACTIVE	22-71343-04-010	\$	208.90	\$	50.00	\$	57.58	\$	316.48
00109019-0926111206	JILL KOPP	16248 DRAFT HORSE BLVD	ACTIVE	22-71344-01-040	\$	1,125.11	\$	50.00	\$	261.36	\$	1,436.47
00110789-0926114831	KENNETH HANSON	16305 DRAFT HORSE BLVD	ACTIVE	22-71344-02-060	\$	377.29	\$	50.00	\$	95.03	\$	522.32
00116802-0926125976	STEPHANIE FORD	5034 161ST ST W	ACTIVE	22-71345-03-080	\$	342.13	\$	50.00	\$	87.21	\$	479.34
00115371-0926119686	ADNAN AWOW	16388 DULUTH TR	ACTIVE	22-71346-04-020	\$	1,051.83	\$	50.00	\$	245.06	\$	1,346.89
00116169-0926120291	COREY DENICOLA	16177 DUVANE WAY	ACTIVE	22-71347-01-030	\$	395.10	\$	50.00	\$	99.00	\$	544.10
00115516-0926123111	RESIDENT	16101 DUVANE WAY	ACTIVE	22-71347-01-220	\$	501.96	\$	50.00	\$	122.76	\$	674.72
00113652-0926121381	ANDRE RUSH	16154 DUVANE WAY	ACTIVE	22-71347-03-020	\$	609.33	\$	50.00	\$	146.64	\$	805.97
00118088-0926121676	JAYDON SERBOUSEK	16134 DUVANE WAY	ACTIVE	22-71347-04-030	\$	174.12	\$	50.00	\$	49.85	\$	273.97
00116170-0926122021	BRAD ELLSWORTH	16106 DUVANE WAY	ACTIVE	22-71347-05-020	\$	433.11	\$	50.00	\$	107.45	\$	590.56
00079086-0204112310	SPRINGBROOK CONDOMINIUM ASSOCIATION	11231 204TH ST W	ACTIVE	22-71390-05-102	\$	345.41	\$	50.00	\$	87.94	\$	483.35
00079086-0204112278	SPRINGBROOK CONDOMINIUM ASSOCIATION	11227 204TH ST W	ACTIVE	22-71390-05-104	\$	201.44	\$	50.00	\$	55.92	\$	307.36
00079086-0204111932	SPRINGBROOK CONDOMINIUM ASSOCIATION	11193 204TH ST W	ACTIVE	22-71390-05-201	\$	191.08	\$	50.00	\$	53.62	\$	294.70
00079086-0204111916	SPRINGBROOK CONDOMINIUM ASSOCIATION	11191 204TH ST W	ACTIVE	22-71390-05-202	\$	257.46	\$	50.00	\$	68.38	\$	375.84
00079086-0204111890	SPRINGBROOK CONDOMINIUM ASSOCIATION	11189 204TH ST W	ACTIVE	22-71390-05-203	\$	437.80	\$	50.00	\$	108.49	\$	596.29
00079086-0204111775	SPRINGBROOK CONDOMINIUM ASSOCIATION	11177 204TH ST W	ACTIVE	22-71390-05-207	\$	489.82	\$	50.00	\$	120.06	\$	659.88
00079086-0850203652	SPRINGBROOK CONDOMINIUM ASSOCIATION	20365 KENSFIELD TR	ACTIVE	22-71390-05-502	\$	230.24	\$	50.00	\$	62.33	\$	342.57
00079086-0204111239	SPRINGBROOK CONDOMINIUM ASSOCIATION	11123 204TH ST W	ACTIVE	22-71390-05-506	\$	153.98	\$	50.00	\$	45.37	\$	249.35
00079086-0204111288	SPRINGBROOK CONDOMINIUM ASSOCIATION	11128 204TH ST W	ACTIVE	22-71390-05-601	\$	153.98	\$	50.00	\$	45.37	\$	249.35
00079086-0204111262	SPRINGBROOK CONDOMINIUM ASSOCIATION	11126 204TH ST W	ACTIVE	22-71390-05-602	\$	153.98	\$	50.00	\$	45.37	\$	249.35
00079086-0850204270	SPRINGBROOK CONDOMINIUM ASSOCIATION	20427 KENSFIELD TR	ACTIVE	22-71390-05-607	\$	429.61	\$	50.00	\$	106.67	\$	586.28
00079086-0850204411	SPRINGBROOK CONDOMINIUM ASSOCIATION	20441 KENSFIELD TR	ACTIVE	22-71390-05-701	\$	77.70	\$	50.00	\$	28.40	\$	156.10
00000000-2000001885	MICHELLE CHRISTNER	20435 KENSFIELD TR	ACTIVE	22-71390-05-704	\$	158.21	\$	50.00	\$	46.31	\$	254.52
00079086-0850204478	SPRINGBROOK CONDOMINIUM ASSOCIATION	20447 KENSFIELD TR	ACTIVE	22-71390-05-707	\$	263.08	\$	50.00	\$	69.63	\$	382.71
00079086-0204111528	SPRINGBROOK CONDOMINIUM ASSOCIATION	11152 204TH ST W	ACTIVE	22-71390-05-808	\$	333.76	\$	50.00	\$	85.35	\$	469.11
00079086-0204111445	SPRINGBROOK CONDOMINIUM ASSOCIATION	11144 204TH ST W	ACTIVE	22-71390-05-812	\$	368.44	\$	50.00	\$	93.07	\$	511.51
00079086-0204111940	SPRINGBROOK CONDOMINIUM ASSOCIATION	11194 204TH ST W	ACTIVE	22-71390-05-905	\$	183.57	\$	50.00	\$	51.95	\$	285.52
00079086-0204112286	SPRINGBROOK CONDOMINIUM ASSOCIATION	11228 204TH ST W	ACTIVE	22-71390-06-003	\$	96.68	\$	50.00	\$	32.62	\$	179.30
00079086-0204112328	SPRINGBROOK CONDOMINIUM ASSOCIATION	11232 204TH ST W	ACTIVE	22-71390-06-005	\$	119.88	\$	50.00	\$	37.78	\$	207.66
00079086-0850203587	SPRINGBROOK CONDOMINIUM ASSOCIATION	20358 KENSFIELD TR	ACTIVE	22-71390-06-405	\$	227.08	\$	50.00	\$	61.63	\$	338.71
00079086-0926085926	SPRINGBROOK CONDOMINIUM ASSOCIATION	20328 KENSFIELD TR	ACTIVE	22-71390-06-505	\$	284.68	\$	50.00	\$	74.44	\$	409.12
00000000-2000000281	PATRICK MILLER	20326 KENSFIELD TR	ACTIVE	22-71390-06-506	\$	153.32	\$	50.00	\$	45.22	\$	248.54
00079086-0850203348	SPRINGBROOK CONDOMINIUM ASSOCIATION	20334 KENSFIELD TR	ACTIVE	22-71390-06-602	\$	201.44	\$	50.00	\$	55.92	\$	307.36
00079086-0850203728	SPRINGBROOK CONDOMINIUM ASSOCIATION	20372 KENSFIELD TR	ACTIVE	22-71390-06-704	\$	385.78	\$	50.00	\$	96.92	\$	532.70
00079086-0850203983	SPRINGBROOK CONDOMINIUM ASSOCIATION	20398 KENSFIELD TR	ACTIVE	22-71390-06-806	\$	161.02	\$	50.00	\$	46.93	\$	257.95
00079086-0850204700	SPRINGBROOK CONDOMINIUM ASSOCIATION	20470 KENSFIELD TR	ACTIVE	22-71390-07-005	\$	217.42	\$	50.00	\$	59.48	\$	326.90
00079086-0850204684	SPRINGBROOK CONDOMINIUM ASSOCIATION	20468 KENSFIELD TR	ACTIVE	22-71390-07-006	\$	145.46	\$	50.00	\$	43.47	\$	238.93
00100960-0926103701	AMERICAN ACQUISITIONS INC	7898 210TH ST W	ACTIVE	22-71400-01-190	\$	169.64	\$	50.00	\$	48.85	\$	268.49
00084325-0680205216	SENG KEO PHOTHISANH	20521 GATEWAY CT	ACTIVE	22-71450-01-070	\$	344.85	\$	50.00	\$	87.82	\$	482.67
00104739-0259205894	LOUIS HERNANDEZ	20589 GATEWAY DR	ACTIVE	22-71450-01-120	\$	938.61	\$	50.00	\$	219.88	\$	1,208.49
00089426-0926091571	SUSAN ANTKOWIAK	20740 GEMINI TR	ACTIVE	22-71451-02-090	\$	500.82	\$	50.00	\$	122.51	\$	673.33
00112498-0926089621	SHANNON JOHNSON	20744 GEMINI TR	ACTIVE	22-71451-02-100	\$	678.07	\$	50.00	\$	161.93	\$	890.00
00097609-0926088151	RYAN WENNER	20749 FURY CT	ACTIVE	22-71451-03-040	\$	603.07	\$	50.00	\$	145.25	\$	798.32
00105055-0926089831	KISSANAK THONGRATSAMY	20775 GEMINI TR	ACTIVE	22-71451-03-170	\$	762.43	\$	50.00	\$	180.69	\$	993.12
00098060-0926089241	ETYANA AYANA	20787 GEMINI TR	ACTIVE	22-71451-03-200	\$	455.77	\$	50.00	\$	112.49	\$	618.26
00091099-0926092806	KRYSIA MOE	20678 FROST CT	ACTIVE	22-71452-01-200	\$	556.23	\$	50.00	\$	134.83	\$	741.06
00096609-0926095531	PAMELA KLING	20722 FROST CT	ACTIVE	22-71452-01-310	\$	258.43	\$	50.00	\$	68.60	\$	377.03
00111023-0926093081	ABDIRAZAK DIRIA	20794 GEMINI TR	ACTIVE	22-71452-01-330	\$	1,099.28	\$	50.00	\$	255.61	\$	1,404.89
00104946-0926096191	BENJAMIN TAPIA	20815 GEMINI TR	ACTIVE	22-71452-01-390	\$	468.73	\$	50.00	\$	115.37	\$	634.10
00114649-0839206081	MACKENZIE STREIFEL	20608 KAFTAN CT	ACTIVE	22-71500-01-080	\$	394.20	\$	50.00	\$	98.79	\$	542.99
00110839-0849206071	STEVEN ALLEN	20607 KEARNEY PATH	ACTIVE	22-71500-03-060	\$	323.52	\$	50.00	\$	83.07	\$	456.59

00106514-0837205192	RESIDENT	20519 KALMEADOW CT	ACTIVE	22-71500-05-100	\$	234.28	\$	50.00	\$	63.23	\$	347.51
00097647-0849206394	RICHARD NEGAARD	20639 KEARNEY PATH	ACTIVE	22-71501-03-010	\$	235.57	\$	50.00	\$	63.51	\$	349.08
00111533-0849206154	WILLIAM SVOBODA	20615 KEARNEY PATH	ACTIVE	22-71501-03-060	\$	192.89	\$	50.00	\$	54.02	\$	296.91
00110136-0926085676	MICHELLE RASKOVICH	21318 HYTRAIL CIR	ACTIVE	22-72500-01-090	\$	718.78	\$	50.00	\$	170.99	\$	939.77
00112049-0926085631	MATTHEW DALHAUSER	21301 HYTRAIL CIR	ACTIVE	22-72500-02-010	\$	493.81	\$	50.00	\$	120.95	\$	664.76
00104527-0926088841	RYAN STENE	21370 HYTRAIL CIR	ACTIVE	22-72501-04-150	\$	1,474.80	\$	50.00	\$	339.13	\$	1,863.93
00111663-0926086906	CHRISTOPHER BURDGE	21382 HYTRAIL CIR	ACTIVE	22-72501-04-210	\$	1,102.04	\$	50.00	\$	256.23	\$	1,408.27
00115186-0926085616	DENIS NDE ANDONGUYUNG	21336 HYTRAIL CIR	ACTIVE	22-72501-05-030	\$	482.84	\$	50.00	\$	118.51	\$	651.35
00095979-0926096211	ANDREA SKIBA	21328 HYALITE DR	ACTIVE	22-72504-01-010	\$	1,481.10	\$	50.00	\$	340.53	\$	1,871.63
00096551-0926096961	CHRISTOPHER KORKOWSKI	21404 HYALITE DR	ACTIVE	22-72504-01-060	\$	551.98	\$	50.00	\$	133.89	\$	735.87
00099366-0926099791	ARUNKUMAR RAMASUBRAMANIAN	18861 JAVELIN WAY	ACTIVE	22-72575-04-030	\$	415.96	\$	50.00	\$	103.63	\$	569.59
00092517-0841160813	ADAM THOMPSON	16081 KENNARD CT	ACTIVE	22-72800-02-020	\$	180.67	\$	50.00	\$	51.30	\$	281.97
00105035-0841161019	SONYA KORNSAENG	16101 KENNARD CT	ACTIVE	22-72800-02-050	\$	1,440.99	\$	50.00	\$	331.61	\$	1,822.60
00111616-0844158566	ISIKA AGBOOLA	15856 KENDALE DR	ACTIVE	22-72800-03-090	\$	242.54	\$	50.00	\$	65.06	\$	357.60
00114983-0926097961	BENJAMIN PEDERSON	19333 HUNTINGTON AVE	ACTIVE	22-73350-03-140	\$	485.31	\$	50.00	\$	119.06	\$	654.37
00114669-0926098361	ZIAD MOHAMED	19358 HUNTINGTON AVE	ACTIVE	22-73350-04-070	\$	157.23	\$	50.00	\$	46.09	\$	253.32
00110579-0926097971	CHRISTOPHER RUSH	19322 HUNTINGTON AVE	ACTIVE	22-73350-05-040	\$	256.86	\$	50.00	\$	68.25	\$	375.11
00101651-0926099191	JAMES HULTGREN	19355 INDORA TR	ACTIVE	22-73351-01-080	\$	1,118.78	\$	50.00	\$	259.95	\$	1,428.73
00111951-0926107101	MATTHEW KIRSCH	19254 HUXLEY AVE	ACTIVE	22-73352-02-020	\$	207.16	\$	50.00	\$	57.20	\$	314.36
00105478-0926107301	RAHUL BISWAS	19250 INDORA TR	ACTIVE	22-73353-01-040	\$	798.21	\$	50.00	\$	188.65	\$	1,036.86
00109949-0926114156	ZACHARIAH HADDY	19179 HUXLEY AVE	ACTIVE	22-73354-02-030	\$	238.31	\$	50.00	\$	64.12	\$	352.43
00110247-0926113331	CAITLIN LUNDEEN	19145 INDORA TR	ACTIVE	22-73355-01-020	\$	425.24	\$	50.00	\$	105.70	\$	580.94
00106544-0926108881	KRISTEN BOETTCHER	19185 INDORA TR	ACTIVE	22-73355-01-060	\$	334.05	\$	50.00	\$	85.42	\$	469.47
00108722-0926112216	JOHN ISAACSON	19215 INDORA TR	ACTIVE	22-73355-01-090	\$	1,872.75	\$	50.00	\$	427.64	\$	2,350.39
00110374-0926115301	KRISTA SOLLIN	19032 IDEN AVE	ACTIVE	22-73357-02-030	\$	205.07	\$	50.00	\$	56.73	\$	311.80
00113787-0926119931	GURJEET KAUR	19080 IDEN AVE	ACTIVE	22-73357-02-070	\$	908.52	\$	50.00	\$	213.19	\$	1,171.71
00113298-0926119556	ADITHYA PAILLA	19120 INDORA TR	ACTIVE	22-73357-03-020	\$	499.15	\$	50.00	\$	122.14	\$	671.29
00116064-0926115126	ALEX BOLINE	19171 IMPALA AVE	ACTIVE	22-73357-04-010	\$	180.50	\$	50.00	\$	51.27	\$	281.77
00113595-0926117526	SAMIA BARSUG	19162 HUNTINGTON AVE	ACTIVE	22-73358-01-020	\$	362.72	\$	50.00	\$	91.79	\$	504.51
00114598-0926120731	HASSAN ALI	19278 HILLCREST AVE	ACTIVE	22-73358-03-090	\$	1,864.02	\$	50.00	\$	425.70	\$	2,339.72
00115285-0926116801	NAJMA AWOW	17909 HAYES AVE	ACTIVE	22-73370-01-020	\$	450.00	\$	50.00	\$	111.21	\$	611.21
00113708-0926121776	DYLAN WONDRA	17917 HAYES AVE	ACTIVE	22-73370-01-030	\$	168.06	\$	50.00	\$	48.50	\$	266.56
00112559-0926117296	CORY KYES	17906 HAWKSBILL DR	ACTIVE	22-73370-02-020	\$	393.45	\$	50.00	\$	98.63	\$	542.08
00113793-0926121441	FIRAOLI FOGA USHA	17942 HAWKSBILL DR	ACTIVE	22-73370-02-110	\$	1,079.82	\$	50.00	\$	251.28	\$	1,381.10
00111932-0926116806	VENKATESH GORUR KRISHNA LYENGAR	17915 HAWKSBILL DR	ACTIVE	22-73370-03-040	\$	142.72	\$	50.00	\$	42.86	\$	235.58
00000000-2000000957	WACONIA HOMES	17936 GRESFORD LA	ACTIVE	22-73370-08-010	\$	79.69	\$	50.00	\$	28.84	\$	158.53
00000000-2000000202	JOHN RAICHE	17916 GREENWICH WAY	ACTIVE	22-73370-09-040	\$	149.86	\$	50.00	\$	44.45	\$	244.31
00115532-0926124326	MOHAMED A MOHAMUD	17925 HAYES AVE	ACTIVE	22-73371-01-010	\$	606.78	\$	50.00	\$	146.08	\$	802.86
00115475-0926123236	HODAN ABDULLAHI	17933 HAYES AVE	ACTIVE	22-73371-01-020	\$	247.26	\$	50.00	\$	66.11	\$	363.37
00114936-0926122331	ABHISHEK MOHAN	17957 HAYES AVE	ACTIVE	22-73371-01-050	\$	726.94	\$	50.00	\$	172.80	\$	949.74
00000000-2000000244	MULKI KULMIE	17928 GREENWICH WAY	ACTIVE	22-73371-05-020	\$	265.21	\$	50.00	\$	70.11	\$	385.32
00113575-0926088911	RYAN WHEELER	16069 FLAGSTAFF AVE	ACTIVE	22-73400-01-010	\$	157.08	\$	50.00	\$	46.06	\$	253.14
00119057-0507175451	VICTORINO DOMINGUEZ PLIEGO	17545 JAVA CT S	ACTIVE	22-74800-01-090	\$	321.18	\$	50.00	\$	82.55	\$	453.73
00087950-0271165967	CHRISTOPHER SLATER	16596 GUNFLINT TR	ACTIVE	22-75100-04-090	\$	216.37	\$	50.00	\$	59.24	\$	325.61
00088412-0881191454	SAVI HENRY	19145 ISMAY CIR	ACTIVE	22-75825-01-010	\$	1,503.24	\$	50.00	\$	345.46	\$	1,898.70
00080016-0798191951	SADNA HENRY	19195 ISMAY PATH	ACTIVE	22-75825-01-110	\$	1,483.62	\$	50.00	\$	341.09	\$	1,874.71
00098515-0799190499	STEPHEN BURSON	19049 IRETON WAY	ACTIVE	22-75825-04-040	\$	917.46	\$	50.00	\$	215.17	\$	1,182.63
00109314-0799190929	TIMOTHY PIISPANEN	19092 IRETON WAY	ACTIVE	22-75825-06-030	\$	826.23	\$	50.00	\$	194.88	\$	1,071.11
00116277-0889191555	HORACIO ARIZA	19155 ITTABENA WAY	ACTIVE	22-75826-01-020	\$	435.84	\$	50.00	\$	108.06	\$	593.90
00106796-0461191718	ADAM KURTH	19171 ITERI AVE	ACTIVE	22-75826-02-100	\$	375.15	\$	50.00	\$	94.56	\$	519.71
00108913-0889191381	DOWLATRAM HAROLD	19138 ITTABENA WAY	ACTIVE	22-75827-02-010	\$	650.78	\$	50.00	\$	155.86	\$	856.64
00082899-0461191395	TERESA NGUYEN	19139 ITERI AVE	ACTIVE	22-75827-02-040	\$	429.76	\$	50.00	\$	106.70	\$	586.46
00085050-0461191288	RICK MCKINLEY	19128 ITERI AVE	ACTIVE	22-75827-04-030	\$	487.80	\$	50.00	\$	119.61	\$	657.41
00102006-0208098697	MARIELA MAVARRO	9869 208TH ST W	ACTIVE	22-75850-01-080	\$	627.91	\$	50.00	\$	150.77	\$	828.68
00096499-0208096816	CHERYL HANSON-WHITTLE	9681 208TH ST W	ACTIVE	22-75850-02-080	\$	1,717.07	\$	50.00	\$	393.02	\$	2,160.09
00097906-0206098913	DANIELLE HELGESON	9891 206TH ST W	ACTIVE	22-75852-01-070	\$	275.50	\$	50.00	\$	72.39	\$	397.89
00103669-0517206601	SARAH COLE	20660 JACQUARD AVE	ACTIVE	22-75852-02-010	\$	541.70	\$	50.00	\$	131.60	\$	723.30

00058489-0206099689	GREGORY W HAGERTY	9968 206TH ST W	ACTIVE	22-75852-02-040	\$	617.95	\$	50.00	\$	148.56	\$	816.51
00113140-0206099200	RYAN JOHN ROBERT MACLEAN	9920 206TH ST W	ACTIVE	22-75852-02-070	\$	599.99	\$	50.00	\$	144.56	\$	794.55
00108168-0934098854	MELISSA GEPHART	9885 UPPER 205TH ST W	ACTIVE	22-75853-01-080	\$	128.30	\$	50.00	\$	39.66	\$	217.96
00111700-0456206018	KIARA MARTILLA	20601 ITALY AVE	ACTIVE	22-75854-01-020	\$	542.50	\$	50.00	\$	131.78	\$	724.28
00110152-0206097410	ARIANNA SIGUEREDO	9741 206TH ST W	ACTIVE	22-75855-02-070	\$	838.81	\$	50.00	\$	197.68	\$	1,086.49
00068648-0206096636	BRADLEY GAINOR	9663 206TH ST W	ACTIVE	22-75855-02-120	\$	424.42	\$	50.00	\$	105.52	\$	579.94
00068967-0206096123	SAMOTH OUK	9612 206TH ST W	ACTIVE	22-75855-03-100	\$	794.59	\$	50.00	\$	187.85	\$	1,032.44
00107421-0934095850	JOSE RUBIO TELLEZ	9585 UPPER 205TH ST W	ACTIVE	22-75856-01-030	\$	226.80	\$	50.00	\$	61.56	\$	338.36
00093486-0440206801	KARLA PETERSON	20680 INDIA AVE	ACTIVE	22-75856-01-120	\$	554.46	\$	50.00	\$	134.44	\$	738.90
00103219-0934095769	MELISSA PFEIFER	9576 UPPER 205TH ST W	ACTIVE	22-75856-02-040	\$	99.63	\$	50.00	\$	33.28	\$	182.91
00076285-0206095505	RENEE OCHS	9550 206TH ST W	ACTIVE	22-75856-03-040	\$	222.03	\$	50.00	\$	60.50	\$	332.53
00089932-0440208500	ERIC ZIMMERMAN	20850 INDIA AVE	ACTIVE	22-75857-01-040	\$	386.34	\$	50.00	\$	97.05	\$	533.39
00072676-0440209102	JOHN WULFF	20910 INDIA AVE	ACTIVE	22-75857-02-010	\$	121.23	\$	50.00	\$	38.08	\$	209.31
00077420-0209095809	BARB BJUGAN	9580 209TH ST W	ACTIVE	22-75857-03-060	\$	557.30	\$	50.00	\$	135.07	\$	742.37
00082163-0846177622	MIKA RAVEALA	17762 KETCHIKAN TR	ACTIVE	22-75890-02-060	\$	92.43	\$	50.00	\$	31.68	\$	174.11
00115855-0847177837	MELISSA PENDINO	17783 KETCHIKAN CT	ACTIVE	22-75890-02-110	\$	600.83	\$	50.00	\$	144.75	\$	795.58
00112637-0316160809	REBECCA MERKEL	16080 FOLIAGE AVE	ACTIVE	22-75900-01-010	\$	186.65	\$	50.00	\$	52.63	\$	289.28
00086718-0316161021	LISA BURGESS	16102 FOLIAGE AVE	ACTIVE	22-75900-03-020	\$	563.94	\$	50.00	\$	136.55	\$	750.49
00054647-0316160965	RICK HOWELL	16096 FOLIAGE AVE	ACTIVE	22-75900-03-050	\$	149.86	\$	50.00	\$	44.45	\$	244.31
00082140-0316161187	ROBBIN FORTE	16118 FOLIAGE AVE	ACTIVE	22-75900-05-030	\$	122.23	\$	50.00	\$	38.31	\$	210.54
00110370-0316161146	KAYLA SILVERNESS	16114 FOLIAGE AVE	ACTIVE	22-75900-05-050	\$	222.48	\$	50.00	\$	60.60	\$	333.08
00117946-0316161286	KEVIN VANDENBERG	16128 FOLIAGE AVE	ACTIVE	22-75900-07-010	\$	418.21	\$	50.00	\$	104.14	\$	572.35
00112816-0316161443	MARTHA CADENAS	16144 FOLIAGE AVE	ACTIVE	22-75900-08-030	\$	952.28	\$	50.00	\$	222.92	\$	1,225.20
00116690-0413206606	TAMBRE BUETOW	20660 HOLIDAY AVE	ACTIVE	22-76500-01-010	\$	379.29	\$	50.00	\$	95.48	\$	524.77
00110347-0413207604	LEEANN ERICKSEN	20760 HOLIDAY AVE	ACTIVE	22-76500-02-030	\$	385.19	\$	50.00	\$	96.79	\$	531.98
00096441-0170104705	ROBERT HAIDER	10470 170TH ST W	ACTIVE	22-76600-02-240	\$	784.96	\$	50.00	\$	185.70	\$	1,020.66
00109551-0170104754	KIMBERLY YOUNG	10475 170TH ST W	ACTIVE	22-76600-04-160	\$	817.46	\$	50.00	\$	192.93	\$	1,060.39
00118399-0629171768	JASMINE KUIPERS	17176 JEFFERSON CT	ACTIVE	22-76620-03-050	\$	361.34	\$	50.00	\$	91.49	\$	502.83
00119032-0629171651	WESTON MACKINNON	17165 JEFFERSON CT	ACTIVE	22-76620-03-090	\$	135.77	\$	50.00	\$	41.32	\$	227.09
00095815-0210096564	HEIDI BROOKE	9656 210TH ST W	ACTIVE	22-76900-00-020	\$	993.90	\$	50.00	\$	232.17	\$	1,276.07
00108641-0809163619	PHILIP HANSON	16361 JATOS CIR	ACTIVE	22-77150-02-010	\$	219.05	\$	50.00	\$	59.84	\$	328.89
00109871-0809163551	ZACH PARADIS	16355 JATOS CIR	ACTIVE	22-77150-02-020	\$	294.83	\$	50.00	\$	76.69	\$	421.52
00093841-0809162991	CUONG TRAN	16299 JATOS CIR	ACTIVE	22-77151-01-050	\$	882.10	\$	50.00	\$	207.31	\$	1,139.41
00090741-0809162876	MELISSA MADISON	16287 JATOS CIR	ACTIVE	22-77151-01-080	\$	306.68	\$	50.00	\$	79.33	\$	436.01
00090418-0809162678	DEBRA AHLERS	16267 JATOS CIR	ACTIVE	22-77151-02-050	\$	156.82	\$	50.00	\$	46.00	\$	252.82
00115076-0809162314	MARSA ISRAEL	16231 JATOS CIR	ACTIVE	22-77151-02-140	\$	420.46	\$	50.00	\$	104.64	\$	575.10
00112440-0809162231	CHANCE DEGROFF	16223 JATOS CIR	ACTIVE	22-77151-02-160	\$	456.69	\$	50.00	\$	112.69	\$	619.38
00090350-0819164664	SUSAN PARRANTO	16466 JARRETT CIR	ACTIVE	22-77152-01-080	\$	320.68	\$	50.00	\$	82.44	\$	453.12
00099135-0819164706	BARBARA GIRTEN	16470 JARRETT CIR	ACTIVE	22-77152-01-090	\$	223.23	\$	50.00	\$	60.77	\$	334.00
00116808-0819164748	SALLY LEARY	16474 JARRETT CIR	ACTIVE	22-77152-01-100	\$	324.14	\$	50.00	\$	83.21	\$	457.35
00113192-0818164558	NICOLE MANES	16455 JARREAU CT	ACTIVE	22-77152-02-050	\$	227.08	\$	50.00	\$	61.63	\$	338.71
00105690-0817163478	JENNI ANDERSON	16347 JAMISON PATH	ACTIVE	22-77152-03-140	\$	360.43	\$	50.00	\$	91.28	\$	501.71
00082373-0163088000	PAUL G HUGHES	8800 163RD ST W	ACTIVE	22-77400-04-010	\$	527.00	\$	50.00	\$	128.33	\$	705.33
00101407-0163088885	THOMAS CRAMPTON	8888 163RD ST W	ACTIVE	22-77400-04-060	\$	1,030.15	\$	50.00	\$	240.24	\$	1,320.39
00094992-0163088356	ROUNG CHEUNG	8835 163RD ST W	ACTIVE	22-77400-05-170	\$	265.38	\$	50.00	\$	70.14	\$	385.52
00062173-0429161450	MARK PASVOGEL	16145 HURON PATH	ACTIVE	22-77400-06-060	\$	423.33	\$	50.00	\$	105.27	\$	578.60
00115755-0427161080	JESSE PETERSON	16108 HURON CIR	ACTIVE	22-77401-01-060	\$	156.65	\$	50.00	\$	45.96	\$	252.61
00107465-0427161122	MIKAEL JOHNSON	16112 HURON CIR	ACTIVE	22-77401-01-080	\$	303.60	\$	50.00	\$	78.64	\$	432.24
00087737-0426162329	TRACY WORKMAN	16232 HUDSON AVE	ACTIVE	22-77401-02-040	\$	514.42	\$	50.00	\$	125.53	\$	689.95
00096286-0926096406	DAWN SCHUMACHER	16834 ENFIELD WAY	ACTIVE	22-78500-02-020	\$	108.10	\$	50.00	\$	35.16	\$	193.26
00095730-0926095746	SANDEEP RACHERVLA	16802 ENFIELD WAY	ACTIVE	22-78500-02-060	\$	388.90	\$	50.00	\$	97.62	\$	536.52
00095611-0926095431	SREENIVASA REDDY	16955 ENFIELD WAY	ACTIVE	22-78500-04-170	\$	497.44	\$	50.00	\$	121.76	\$	669.20
00099209-0926098831	DINH TRAN	16553 ENGLISH PATH	ACTIVE	22-78501-01-040	\$	352.37	\$	50.00	\$	89.49	\$	491.86
00103829-0926105076	CHRIS TIPTON	16510 ENDEAVOR LA	ACTIVE	22-78502-02-010	\$	230.82	\$	50.00	\$	62.46	\$	343.28
00097314-0926098021	NASRAT NAZARI	16632 ENGLISH PATH	ACTIVE	22-78502-03-020	\$	494.51	\$	50.00	\$	121.10	\$	665.61
00102028-0926101721	DAVID BENSON	16550 ELM CREEK CT	ACTIVE	22-78503-01-120	\$	1,188.92	\$	50.00	\$	275.55	\$	1,514.47
00104164-0926106211	UBAH HASSAN	16824 ENCHANTED CT	ACTIVE	22-78503-04-110	\$	704.18	\$	50.00	\$	167.74	\$	921.92

00086828-0737163699	GARY ZIEHR	16369 HOLBROOK AVE	ACTIVE	22-81750-02-030	\$	715.75	\$	50.00	\$	170.31	\$	936.06
00073304-0737163830	KAO XIONG	16383 HOLBROOK AVE	ACTIVE	22-81750-02-050	\$	296.78	\$	50.00	\$	77.13	\$	423.91
00102538-0737164911	JASON BAKER	16491 HOLBROOK AVE	ACTIVE	22-81750-03-070	\$	1,367.41	\$	50.00	\$	315.25	\$	1,732.66
00079902-0737163863	VICTOR TAPIA	16386 HOLBROOK AVE	ACTIVE	22-81750-04-030	\$	91.29	\$	50.00	\$	31.42	\$	172.71
00104736-0737164341	JENNIFER HAHN	16434 HOLBROOK AVE	ACTIVE	22-81750-04-070	\$	712.77	\$	50.00	\$	169.65	\$	932.42
00110356-0731164750	JAMAL HASSAN	16475 HILLSIDE CT	ACTIVE	22-81750-04-140	\$	2,510.32	\$	50.00	\$	569.44	\$	3,129.76
00111232-0767162363	CODY DOLL	16236 HOMINY PATH	ACTIVE	22-81750-05-060	\$	128.43	\$	50.00	\$	39.68	\$	218.11
00103345-0769161363	KATE KIEHL	16136 HOMINY CT	ACTIVE	22-81750-08-100	\$	545.91	\$	50.00	\$	132.54	\$	728.45
00104074-0738162757	MOHAMED OMAR	16275 HOLBROOK CT	ACTIVE	22-81751-02-020	\$	1,867.57	\$	50.00	\$	426.49	\$	2,344.06
00112738-0767162876	LERRENA EVERETT	16287 HOMINY PATH	ACTIVE	22-81752-02-020	\$	1,480.50	\$	50.00	\$	340.40	\$	1,870.90
00073853-0477200032	SHAWN WILTZ	20003 IDEAL WAY	ACTIVE	22-81953-01-010	\$	333.62	\$	50.00	\$	85.32	\$	468.94
00087317-0477200297	INSUN WOODS	20029 IDEAL WAY	ACTIVE	22-81953-01-100	\$	290.16	\$	50.00	\$	75.66	\$	415.82
00116085-0770207106	JOSE T. SANISACA QUITO	20710 HELENA LA	ACTIVE	22-82050-03-010	\$	584.94	\$	50.00	\$	141.22	\$	776.16
00076687-0770207189	WENDY PETERSON	20718 HELENA LA	ACTIVE	22-82050-03-020	\$	135.23	\$	50.00	\$	41.20	\$	226.43
00108833-0770207411	SHAFQAT IQBAL	20741 HELENA LA	ACTIVE	22-82050-04-030	\$	345.53	\$	50.00	\$	87.97	\$	483.50
00079059-0734205808	ROBERT VAUGHAN	20580 HAZELWOOD TR	ACTIVE	22-82051-03-030	\$	968.91	\$	50.00	\$	226.62	\$	1,245.53
00072682-0770206983	JODY PLUCINAK	20698 HELENA LA	ACTIVE	22-82051-04-060	\$	1,351.97	\$	50.00	\$	311.81	\$	1,713.78
00111419-0739207023	HOUSTON SPOONER	20702 HARTFORD WAY	ACTIVE	22-82051-06-070	\$	129.60	\$	50.00	\$	39.95	\$	219.55
00114946-0734206996	TROY FORTE	20699 HAZELWOOD TR	ACTIVE	22-82051-06-160	\$	918.33	\$	50.00	\$	215.37	\$	1,183.70
00117580-0735205807	PETER THOMAS & ELLEN DEVRIES	20580 HAMPSHIRE WAY	ACTIVE	22-82052-01-090	\$	120.74	\$	50.00	\$	37.97	\$	208.71
00097449-0735206599	NATHAN HOISINGTON	20659 HAMPSHIRE WAY	ACTIVE	22-82052-02-120	\$	176.68	\$	50.00	\$	50.42	\$	277.10
00098336-0736207349	KRISTIN NELSON	20734 HAMPSHIRE CIR	ACTIVE	22-82052-02-170	\$	185.12	\$	50.00	\$	52.29	\$	287.41
00094365-0735206458	JASON FREEMAN	20645 HAMPSHIRE WAY	ACTIVE	22-82052-02-460	\$	309.13	\$	50.00	\$	79.87	\$	439.00
00101324-0735205674	STEPHANY GORDON	20567 HAMPSHIRE WAY	ACTIVE	22-82052-02-810	\$	397.02	\$	50.00	\$	99.42	\$	546.44
00098753-0926098416	ANGELIQUE ZIGAN	20508 HARTFORD WAY	ACTIVE	22-82053-01-010	\$	90.76	\$	50.00	\$	31.31	\$	172.07
00000000-2000000368	CHARLES FAUDREE	7345 183RD ST W	ACTIVE	22-82240-01-010	\$	138.97	\$	50.00	\$	42.03	\$	231.00
00000000-2000000473	RAHMO NOOR	7265 183RD ST W	ACTIVE	22-82240-01-110	\$	255.29	\$	50.00	\$	67.90	\$	373.19
00107926-0435166386	OKOKON UDO	16638 IMPERIAL WAY	ACTIVE	22-83300-02-040	\$	116.31	\$	50.00	\$	36.99	\$	203.30
00093891-0434167625	STEVE RIDDLE	16762 IDES CIR	ACTIVE	22-83300-05-030	\$	1,066.25	\$	50.00	\$	248.27	\$	1,364.52
00112830-0212093387	KASSAHUN RADY	9338 212TH ST W	ACTIVE	22-84100-02-050	\$	177.10	\$	50.00	\$	50.51	\$	277.61
00111281-0771212709	FATHI MOHAMUD	21270 INDEPENDENCE AVE	ACTIVE	22-84100-02-200	\$	1,014.74	\$	50.00	\$	236.81	\$	1,301.55
00110276-0887093332	HECTOR MILLAN ALVARADO	9333 IMBLER TR	ACTIVE	22-84100-02-340	\$	126.39	\$	50.00	\$	39.23	\$	215.62
00118004-0886212552	JOHN STERLING SORVAAG	21255 ILAVISTA WAY	ACTIVE	22-84100-02-470	\$	409.83	\$	50.00	\$	102.27	\$	562.10
00109134-0886212271	ALEZAI AKHAPHONG	21227 ILAVISTA WAY	ACTIVE	22-84100-02-540	\$	278.93	\$	50.00	\$	73.16	\$	402.09
00094890-0782212300	VERONICA AGUILAR-ERICKSON	21230 IDAHO AVE	ACTIVE	22-84100-05-020	\$	92.49	\$	50.00	\$	31.69	\$	174.18
00107163-0782213571	KEVIN FINCH	21357 IDAHO AVE	ACTIVE	22-84100-07-170	\$	409.06	\$	50.00	\$	102.10	\$	561.16
00108349-0926111946	BRIAN WENSMANN	17405 EASTWOOD AVE	ACTIVE	22-84150-02-140	\$	568.63	\$	50.00	\$	137.59	\$	756.22
00078229-0821209671	ANN NELSON	20967 JURY CT	ACTIVE	22-84275-01-170	\$	1,676.18	\$	50.00	\$	383.92	\$	2,110.10
00087303-0172084002	STEVE JOHNSON	8400 172ND ST W	ACTIVE	22-84600-04-050	\$	367.06	\$	50.00	\$	92.76	\$	509.82
00115229-0926090801	CARRIE GRACE	18123 KINDRED CT	ACTIVE	22-84650-01-020	\$	231.80	\$	50.00	\$	62.68	\$	344.48
00104756-0926090771	SERGIO CORDOVA	18091 KINDRED CIR	ACTIVE	22-84650-01-170	\$	127.94	\$	50.00	\$	39.58	\$	217.52
00101404-0926090931	TAMMY FLYNN	18072 KINDRED CT	ACTIVE	22-84650-01-470	\$	253.87	\$	50.00	\$	67.58	\$	371.45
00107906-0926089416	NJAGA JALLOW	18086 KINDRED CT	ACTIVE	22-84650-01-520	\$	580.44	\$	50.00	\$	140.22	\$	770.66
00057311-0512183250	GREG SIEJA	18325 JAMAICA PATH	ACTIVE	22-84700-02-070	\$	157.23	\$	50.00	\$	46.09	\$	253.32
00083492-0543184004	STEVE WECKMAN	18400 JAVA TR	ACTIVE	22-84702-01-080	\$	358.69	\$	50.00	\$	90.90	\$	499.59
00112827-0543184590	MATTHEW BISTODEAU	18459 JAVA TR	ACTIVE	22-84702-03-020	\$	665.56	\$	50.00	\$	159.15	\$	874.71
00107479-0410207516	LAKEVILLE BURGER LLC	20751 HOLYOKE AVE	ACTIVE	22-85100-01-041	\$	2,642.13	\$	50.00	\$	598.76	\$	3,290.89
00078096-0528181843	JEFFREY BAKER	18184 JACQUARD PATH	ACTIVE	22-87500-03-080	\$	82.55	\$	50.00	\$	29.48	\$	162.03
00101653-0528182700	ZAHID HAMEED	18270 JACQUARD PATH	ACTIVE	22-87500-03-110	\$	459.09	\$	50.00	\$	113.23	\$	622.32
00103048-0413208347	NEIL HIRTE	20834 HOLIDAY AVE	ACTIVE	22-88300-01-020	\$	509.25	\$	50.00	\$	124.38	\$	683.63
00105125-0208085256	CHERYL MYERS	8525 208TH ST W	ACTIVE	22-88300-01-061	\$	548.56	\$	50.00	\$	133.13	\$	731.69
00059070-0413208552	DANA MCELWAIN	20855 HOLIDAY AVE	ACTIVE	22-88300-02-040	\$	315.60	\$	50.00	\$	81.31	\$	446.91
00104621-0208085553	TANNER JENSEN	8555 208TH ST W	ACTIVE	22-88300-02-050	\$	539.18	\$	50.00	\$	131.04	\$	720.22
00068387-0740175795	DAVID STEFONOWICZ	17579 HYACINTH WAY	ACTIVE	22-88500-01-080	\$	223.50	\$	50.00	\$	60.83	\$	334.33
00107763-0740176496	TONY JOSEPH	17649 HYACINTH WAY	ACTIVE	22-88500-03-010	\$	785.58	\$	50.00	\$	185.84	\$	1,021.42
00069985-0750175669	MICHAEL BURTON	17566 HYDE PARK AVE	ACTIVE	22-88500-04-020	\$	585.74	\$	50.00	\$	141.40	\$	777.14
00111986-0750175743	ROBERT HANSON	17574 HYDE PARK AVE	ACTIVE	22-88500-04-030	\$	279.86	\$	50.00	\$	73.36	\$	403.22

00115180-0176086599	MOHAMED BALQIS A HERSI	8659 176TH ST W	ACTIVE	22-88501-02-070	\$	1,329.35	\$	50.00	\$	306.78	\$	1,686.13
00109673-0752177200	MOHAMMED NINCHE	17720 HOLLYBROOK TR	ACTIVE	22-88501-07-060	\$	453.18	\$	50.00	\$	111.91	\$	615.09
00087673-0740176371	JOHN URAM	17637 HYACINTH WAY	ACTIVE	22-88502-01-110	\$	101.21	\$	50.00	\$	33.63	\$	184.84
00092811-0740176264	ALI, MASLAH	17626 HYACINTH WAY	ACTIVE	22-88502-02-020	\$	1,345.05	\$	50.00	\$	310.27	\$	1,705.32
00113255-0750177095	GRANT SATHER	17709 HYDE PARK AVE	ACTIVE	22-88504-02-070	\$	364.51	\$	50.00	\$	92.19	\$	506.70
00073671-0752177994	ADNAN SARWAR	17799 HOLLYBROOK TR	ACTIVE	22-88505-01-050	\$	612.63	\$	50.00	\$	147.38	\$	810.01
00084136-0752177796	JOHN BRING	17779 HOLLYBROOK TR	ACTIVE	22-88505-01-100	\$	316.42	\$	50.00	\$	81.50	\$	447.92
00084286-0752177861	RICK SCHWARTZ	17786 HOLLYBROOK TR	ACTIVE	22-88505-02-020	\$	1,037.24	\$	50.00	\$	241.81	\$	1,329.05
00066712-0752178141	ROYAL JAROS	17814 HOLLYBROOK TR	ACTIVE	22-88505-02-070	\$	719.63	\$	50.00	\$	171.17	\$	940.80
00117320-0757177072	MICHAEL ZWIRGZDAS	17707 HILLWOOD AVE	ACTIVE	22-88507-01-020	\$	125.97	\$	50.00	\$	39.14	\$	215.11
00075055-0766177741	ELIAS ELIZONDO	17774 HICKORY TR	ACTIVE	22-88507-04-010	\$	817.02	\$	50.00	\$	192.83	\$	1,059.85
00087701-0766178020	KRISTIN NELSON	17802 HICKORY TR	ACTIVE	22-88508-02-010	\$	478.16	\$	50.00	\$	117.47	\$	645.63
00090274-0176086011	ANTHONY MRNAK	8601 176TH ST W	ACTIVE	22-88509-01-010	\$	481.49	\$	50.00	\$	118.21	\$	649.70
00114767-0311166355	GOMAS VIJAYANATHAN	16635 FLAGSTAFF AVE	ACTIVE	22-21176-02-150	\$	95.33	\$	50.00	\$	32.32	\$	177.65
00108698-0764201784	MIND OF KLEIN, LLC	20178 HERITAGE DR	ACTIVE	22-32025-01-010	\$	215.48	\$	50.00	\$	59.05	\$	324.53
00116232-0923088502	TCMLS, LLC	8850 UPPER 209TH ST W	ACTIVE	22-44450-04-060	\$	317.19	\$	50.00	\$	81.67	\$	448.86
00109777-0902098122	JIMMY SEANG	9812 UPPER 161ST ST W	ACTIVE	22-53702-05-170	\$	188.27	\$	50.00	\$	52.99	\$	291.26
00115757-0926108616	VICTOR PEREZ GONZALEZ	17989 EQUINOX AVE	ACTIVE	22-57101-02-100	\$	2,716.51	\$	50.00	\$	615.30	\$	3,381.81
00082914-0413206853	JENNIFER ISRAEL	20685 HOLIDAY AVE	ACTIVE	22-66000-01-050	\$	171.40	\$	50.00	\$	49.24	\$	270.64
00116322-0413206754	DEREK LARSON	20675 HOLIDAY AVE	ACTIVE	22-66000-01-060	\$	456.59	\$	50.00	\$	112.67	\$	619.26
00117945-0926097101	JAMES PEDERSON	16483 EAST LAKE DR	ACTIVE	22-71300-12-010	\$	216.37	\$	50.00	\$	59.24	\$	325.61
00079086-0204112195	SPRINGBROOK CONDOMINIUM ASSOCIATION	11219 204TH ST W	ACTIVE	22-71390-05-108	\$	113.54	\$	50.00	\$	36.37	\$	199.91
00079086-0204111874	SPRINGBROOK CONDOMINIUM ASSOCIATION	11187 204TH ST W	ACTIVE	22-71390-05-204	\$	218.90	\$	50.00	\$	59.81	\$	328.71
00079086-0204111791	SPRINGBROOK CONDOMINIUM ASSOCIATION	11179 204TH ST W	ACTIVE	22-71390-05-208	\$	91.94	\$	50.00	\$	31.57	\$	173.51
00079086-0204111452	SPRINGBROOK CONDOMINIUM ASSOCIATION	11145 204TH ST W	ACTIVE	22-71390-05-306	\$	70.60	\$	50.00	\$	26.82	\$	147.42
00079086-0204111494	SPRINGBROOK CONDOMINIUM ASSOCIATION	11149 204TH ST W	ACTIVE	22-71390-05-308	\$	135.14	\$	50.00	\$	41.18	\$	226.32
00079086-0204111510	SPRINGBROOK CONDOMINIUM ASSOCIATION	11151 204TH ST W	ACTIVE	22-71390-05-309	\$	158.21	\$	50.00	\$	46.31	\$	254.52
00079086-0204111742	SPRINGBROOK CONDOMINIUM ASSOCIATION	11174 204TH ST W	ACTIVE	22-71390-05-912	\$	70.60	\$	50.00	\$	26.82	\$	147.42
00079086-0926085916	SPRINGBROOK CONDOMINIUM ASSOCIATION	20324 KENSFIELD TR	ACTIVE	22-71390-06-503	\$	72.02	\$	50.00	\$	27.14	\$	149.16
00079086-0850203629	SPRINGBROOK CONDOMINIUM ASSOCIATION	20362 KENSFIELD TR	ACTIVE	22-71390-06-701	\$	192.89	\$	50.00	\$	54.02	\$	296.91
00107115-0456206802	BROOKE WERMAGER	20680 ITALY AVE	ACTIVE	22-75851-04-010	\$	225.69	\$	50.00	\$	61.32	\$	337.01
00101724-0757177148	FEDERAL HOME LOAN MORTGAGE CORP	17714 HILLWOOD AVE	ACTIVE	22-88507-02-040	\$	711.78	\$	50.00	\$	169.43	\$	931.21
00000000-2000001928	DRP BOOKBINDER MULTISTATE LLC	7483 200TH ST W	ACTIVE	22-02200-54-020	\$	61.52	\$	50.00	\$	24.80	\$	136.32
00000000-2000001930	DRP BOOKBINDER MULTISTATE LLC	19740 CEDAR AVE	ACTIVE	22-02200-52-020	\$	61.52	\$	50.00	\$	24.80	\$	136.32
00052875-0616165624	MICHAEL L JACKSON	16562 LUNCH PATH	ACTIVE	22-44300-00-020	\$	125.68	\$	50.00	\$	39.07	\$	214.75
00058440-0205120154	SCOTT CHANDRADAT	12015 205TH ST W	ACTIVE	22-02600-25-016	\$	123.68	\$	50.00	\$	38.63	\$	212.31
00058772-0215104305	JEFFREY ANHALT	10430 215TH ST W	ACTIVE	22-03100-51-013	\$	123.68	\$	50.00	\$	38.63	\$	212.31
00063002-0185122402	STEVEN BLOOM	12240 185TH ST W	ACTIVE	22-01400-77-014	\$	61.52	\$	50.00	\$	24.80	\$	136.32
00063006-0190082294	BJORN VOGEN	8229 190TH ST W	ACTIVE	22-01600-60-010	\$	123.68	\$	50.00	\$	38.63	\$	212.31
00063093-0215092054	FRANK BEISSEL	9205 215TH ST W	ACTIVE	22-15200-01-090	\$	61.52	\$	50.00	\$	24.80	\$	136.32
00063218-0532198014	GENE RECHTZIGEL	19799 JUNO TR	ACTIVE	22-02400-77-010	\$	123.68	\$	50.00	\$	38.63	\$	212.31
00063230-0557118251	GEORGE THALER	11825 KNOLLS PATH	ACTIVE	22-13600-00-180	\$	61.52	\$	50.00	\$	24.80	\$	136.32
00063736-0532197990	FRANK RECHTZIGEL	19799 JUNO TRL W	ACTIVE	22-02400-77-010	\$	123.68	\$	50.00	\$	38.63	\$	212.31
00067915-0162123357	LISA RYAN	12335 162ND ST W	ACTIVE	22-13600-00-110	\$	62.52	\$	50.00	\$	25.03	\$	137.55
00074271-0456181806	JULIA ZHOU	18180 ITALY AVE	ACTIVE	22-73000-00-120	\$	57.68	\$	50.00	\$	23.95	\$	131.63
00076234-0200079538	JON E DEVARY	7953 200TH ST W	ACTIVE	22-02100-76-014	\$	123.68	\$	50.00	\$	38.63	\$	212.31
00095227-0456184230	WARREN MOE	18423 ITALY AVE	ACTIVE	22-73000-00-270	\$	64.52	\$	50.00	\$	25.47	\$	139.99
00098358-0215092450	KELVIN BORCHARDT	9245 215TH ST W	ACTIVE	22-15200-01-110	\$	123.68	\$	50.00	\$	38.63	\$	212.31
00102573-0215092856	ROBERT C CARTER	9285 215TH ST W	ACTIVE	22-15200-01-130	\$	123.68	\$	50.00	\$	38.63	\$	212.31
00109763-0569161729	CHRISTOPHER KULUS	16172 KEYSTONE CT	ACTIVE	22-30700-01-050	\$	123.68	\$	50.00	\$	38.63	\$	212.31
00110053-0195115560	CAROL FILLMORE	11556 195TH ST W	ACTIVE	22-02300-75-012	\$	61.52	\$	50.00	\$	24.80	\$	136.32
00110552-0531163704	CHANTEL PETERSON	16370 JUDICIAL RD	ACTIVE	22-13600-00-460	\$	123.68	\$	50.00	\$	38.63	\$	212.31
00115198-0163124057	BRYCE HANSON	12405 163RD ST W	ACTIVE	22-13600-00-300	\$	61.52	\$	50.00	\$	24.80	\$	136.32
00115753-0613209409	BRIAN HAAN	20940 LAREDO PATH	ACTIVE	22-84200-01-070	\$	61.52	\$	50.00	\$	24.80	\$	136.32
00116570-0162119801	BRANDON MEYER	11980 162ND ST W	ACTIVE	22-13600-00-372	\$	123.84	\$	50.00	\$	38.66	\$	212.50
00115115-0926085196	TERESA HOGAN	17212 EMBERS AVE	ACTIVE	22-18103-05-506	\$	164.85	\$	51.00	\$	48.01	\$	263.86
00105116-0388161016	BRANDEN QUEEN	16101 HARMONY PATH	ACTIVE	22-32905-04-030	\$	345.14	\$	52.00	\$	88.33	\$	485.47

00089803-0926086336	KRIS LARSON	20607 KEYSTONE AVE	ACTIVE	22-48801-01-010	\$	401.90	\$	53.00	\$	101.17	\$	556.07
00117681-0163122408	DAVID STALSBERG	12240 163RD ST W	ACTIVE	22-13600-00-350	\$	61.52	\$	50.00	\$	24.80	\$	136.32
00104397-0245170416	VICKY TAYLOR	17041 EMBERS AVE	FINAL	22-18102-07-403	\$	36.77	\$	50.00	\$	19.30	\$	106.07
00116617-0926124001	BRITNEE FISHER	16470 JAFFNA PL	FINAL	22-18670-01-480	\$	82.76	\$	50.00	\$	29.53	\$	162.29
00097932-0173064136	BRYAN HERRON	6413 173RD ST W	FINAL	22-20876-02-060	\$	35.90	\$	50.00	\$	19.11	\$	105.01
00052944-0167072178	PETER M LAING	7217 167TH CT W	FINAL	22-21101-04-370	\$	46.18	\$	50.00	\$	21.39	\$	117.57
00119297-0161060757	ROBERT BLOCH	6075 161ST ST W	FINAL	22-21177-14-210	\$	320.95	\$	50.00	\$	82.50	\$	453.45
00113110-0161062704	PETER DENG	6270 161ST ST W	FINAL	22-21177-17-020	\$	36.74	\$	50.00	\$	19.29	\$	106.03
00103475-0507174546	BRANDON ULMEN	17454 JAVA CT N	FINAL	22-27500-02-240	\$	95.41	\$	50.00	\$	32.34	\$	177.75
00091940-0742212259	CHAD BODE	21225 HYACINTH AVE	FINAL	22-30800-02-020	\$	277.31	\$	50.00	\$	72.80	\$	400.11
00114151-0764200604	JOSH LINDQUIST	20060 HERITAGE DR	FINAL	22-32175-04-280	\$	99.62	\$	50.00	\$	33.28	\$	182.90
00057197-0484172701	NATALIE CURWICK	17270 IDLEWOOD WAY	FINAL	22-33302-03-060	\$	95.59	\$	50.00	\$	32.38	\$	177.97
00114820-0741174771	JASON CANNON	17477 HYACINTH CT	FINAL	22-33312-02-050	\$	91.91	\$	50.00	\$	31.56	\$	173.47
00118891-0430163545	WANG WU	16354 HYLAND AVE	FINAL	22-34600-01-030	\$	67.57	\$	50.00	\$	26.15	\$	143.72
00111535-0926117076	GONFA KEBEDE	5710 UPPER 179TH ST W	FINAL	22-42275-04-310	\$	120.13	\$	50.00	\$	37.84	\$	207.97
00117755-0926117076	GONFA KEBEDE	5710 UPPER 179TH ST W	FINAL	22-42275-04-310	\$	83.09	\$	50.00	\$	29.60	\$	162.69
00108367-0805205653	DANIEL DOLSKY	20565 JURA TR	FINAL	22-44201-02-050	\$	50.03	\$	50.00	\$	22.25	\$	122.28
00058060-0168120721	RP RENTALS LLC	12072 168TH ST W	FINAL	22-44500-02-010	\$	60.95	\$	50.00	\$	24.68	\$	135.63
00112344-0571205580	KONNIE GUETSCHOFF	20558 KEYSTONE AVE	FINAL	22-48800-02-140	\$	73.66	\$	50.00	\$	27.50	\$	151.16
00116054-0529161840	MITCH BRUNETTE	16184 JAMAICA AVE	FINAL	22-53702-05-011	\$	104.17	\$	50.00	\$	34.29	\$	188.46
00000000-2000000569	AMY CLARK	9812 UPPER 161ST ST W	FINAL	22-53702-05-170	\$	239.39	\$	50.00	\$	64.36	\$	353.75
00069818-0902098106	AMY CLARK	9810 UPPER 161ST ST W	FINAL	22-53702-05-170	\$	56.07	\$	50.00	\$	23.59	\$	129.66
00110896-0926088771	JOHN REYNOLDS	18420 LAFAYETTE WAY	FINAL	22-58507-06-428	\$	224.02	\$	50.00	\$	60.95	\$	334.97
00099752-0926100961	RYAN SULLIVAN	17967 HYDE PARK AVE	FINAL	22-64700-02-050	\$	23.57	\$	50.00	\$	16.36	\$	89.93
00116615-0926126901	JACKSON WIETecha	5017 161ST ST W	FINAL	22-71345-01-050	\$	33.54	\$	50.00	\$	18.58	\$	102.12
00113414-0926120561	ANDREAS CAN	16165 DUVANE WAY	FINAL	22-71347-01-060	\$	54.79	\$	50.00	\$	23.31	\$	128.10
00100960-0926105831	AMERICAN ACQUISITIONS INC	7958 210TH ST W	FINAL	22-71400-01-100	\$	38.89	\$	50.00	\$	19.77	\$	108.66
00107504-0316161302	CHARLES COMMERFORD	16130 FOLIAGE AVE	FINAL	22-75900-07-020	\$	122.54	\$	50.00	\$	38.37	\$	210.91
00101804-0926102751	DENISE TATE	16800 ENCHANTED CT	FINAL	22-78503-04-130	\$	12.68	\$	50.00	\$	13.94	\$	76.62
00000000-2000000718	BRADLEY KITTLESon	20621 HAMPSHIRE WAY	FINAL	22-82052-02-560	\$	28.58	\$	50.00	\$	17.48	\$	96.06
				Total	\$	767,629.55	\$	78,206.00	\$	188,123.03	\$	1,033,958.58

CITY OF LAKEVILLE
ASSESSMENT SUMMARY - NUISANCE ABATEMENT
OCTOBER 6, 2025
EXHIBIT B

PID #	INVOICE DATES	SERVICE NAME	SERVICE ADDRESS	INSPECTION FEE(S)	ADMIN FEE	TOTAL FEES	INTEREST THRU 2026	TOTAL AMOUNT TO BE CERTIFIED
22-64607-04-140	05/01/2025	NICOLE WILLIAMSON	10340 166TH ST W	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-21170-03-090	11/25/2024	JOHN P BRUEHLING	16201 GLADIOLA AVE	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-41685-01-021	04/10/2025	TMSC OF LAKEVILLE LLC	16258 KENYON AVE	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-21177-03-130	10/30/2024	PETER N RALSTON	16330 FLAGSTAFF AVE	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-21177-10-150	02/04/2025	AIMEE LOUISE PETER	16343 FANTASIA AVE	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-32903-01-050	04/09/2025	LESLEY J & SONIA A WACHENDORF	16390 HARVARD DR	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-71314-01-070	01/08/2025	BRADLEY J POGALZ	16561 DULUTH TRL	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-21173-01-190	05/05/2025	MICHAEL W THOMAS	16586 FLORIN AVE	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-21100-06-210	02/05/2025	CHILTON V TSTE VORHIS	16665 Gerdine Path	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-21172-09-170	01/09/2025	RAYMOND J TUTEWOHL	16685 FOLIAGE AVE	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-64601-04-200	03/25/2025	KAO & MAI H THOR XIONG	16767 JOPLIN WAY	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-27600-05-070	03/04/2025	KEITH M JOHNSON	16855 GREENLAND PATH	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-59500-02-050	01/24/2025	BONNIE M MECHURA	17091 FAIRHILL AVE	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-17201-02-030	05/29/2025	STEVEN & DANA SNYDER	18756 HUXLEY AVE	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-02900-09-010	05/21/2025	JERRY LEE TSTE TONGEN	20275 HOLYOKE AVE	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-21101-04-210	05/13/2025	JULIO MANDUJANO PEREZ	7095 168TH ST W	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-16700-01-150	05/20/2025	TERRY R CUSHMAN	7465 170TH ST W	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-17100-05-060	02/03/2025	LAURIE A SANDO	7952 174TH ST W	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
22-88300-02-050	05/07/2025	TANNER JENSEN	8555 208TH ST W	\$100.00	\$50.00	\$150.00	\$33.36	\$183.36
				\$1,900.00	\$950.00	\$2,850.00	\$633.84	\$3,483.84

CITY OF LAKEVILLE
ASSESSMENT SUMMARY - FALSE ALARMS
OCTOBER 6, 2025
EXHIBIT C

PID #	INVOICE DATE	SERVICE NAME	SERVICE ADDRESS	ALARM CHARGE	LATE FEES	INVOICE TOTAL	ADMIN FEE	TOTAL FEES	INTEREST THRU 2026	TOTAL AMOUNT TO BE CERTIFIED
224434301010	12/31/2024	ALDI #107 FAR	11542 207TH ST W	\$ 35.00	\$ 2.12	\$ 37.12	\$ 50.00	\$ 87.12	\$ 19.38	\$ 106.50
221188601010	1/30/2025 & 7/21/2025	BMO HARRIS BANK NA	17636 KENWOOD TRL	\$ 120.00	\$ 1.59	\$ 121.59	\$ 50.00	\$ 171.59	\$ 38.16	\$ 209.75
227139701010	5/16/2025	SPRINGS AT LAKEVILLE	17400 GLACIER WAY	\$ 35.00	\$ 0.53	\$ 35.53	\$ 50.00	\$ 85.53	\$ 19.02	\$ 104.55
224168501011	3/5/2025 & 3/30/2025	TMSC OF LAKEVILLE II, LLC	16254 KENYON AVE	\$ 70.00	\$ 3.18	\$ 73.18	\$ 50.00	\$ 123.18	\$ 27.40	\$ 150.58
				\$ 260.00	\$ 7.42	\$ 267.42	\$ 200.00	\$ 467.42	\$ 103.96	\$ 571.38

CITY OF LAKEVILLE
ASSESSMENT SUMMARY- TREE REMOVAL CHARGES
OCTOBER 6, 2025
EXHIBIT D

PID #	INVOICE DATES	SERVICE NAME	SERVICE ADDRESS	CHARGE	INVOICE LATE FEES	TOTAL	ADMIN FEE	TOTAL FEES	TOTAL AMOUNT TO BE CERTIFIED	TERM
225350101070	4/21/2025	Elizabeth Eleanor Malecha	17900 Jacquard Path	\$950.00	\$28.50	\$978.50	\$50.00	\$1,028.50	\$1,028.50	3 years
222085004050	4/1/2025	Roger Rios & Heidi Westrum	17124 Gage Ave	\$1,200.00	\$54.00	\$1,254.00	\$50.00	\$1,304.00	\$1,304.00	3 years
226750102020	4/23/2025	Jeremy Rodahl	17012 Glenwood Ave	\$1,500.00	\$22.50	\$1,522.50	\$50.00	\$1,572.50	\$1,572.50	3 years
221450004120	5/29/2025	Melissa L & Dylan W Kounce	16145 Inglewood Dr	\$950.00	\$14.25	\$964.25	\$50.00	\$1,014.25	\$1,014.25	3 years
				\$4,600.00	\$119.25	\$4,719.25	\$200.00	\$4,919.25	\$4,919.25	



Date: 10/6/2025

Chart House Conditional Use Permit Amendment and Variance

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) conditional use permit amendment to exceed 25% impervious surface and the findings of fact and 2) variance from the minimum setback requirement from Kingsley Lake and the findings of fact for 11287 Klamath Trail

Overview

George Maverick, owner of the Chart House restaurant and banquet facility, is proposing to demolish the existing detached bar building and construct a new 2,660 square foot structure. The new building requires a variance from the minimum setback requirements from Kingsley Lake and a conditional use permit (CUP) amendment to exceed 25% impervious surface, while remaining below the 50% maximum allowed on a natural environment lake. A CUP was approved in 1997 to exceed the 25% impervious surface area.

The plans have been reviewed by Community Development, Environmental Resources, and Engineering as well as the DNR. A stormwater maintenance agreement is required to address stormwater treatment facilities. This requirement ensures that these improvements will be constructed to the satisfaction of the City.

The Planning Commission held a public hearing on September 18, 2025, to consider the requests and no public comments were received. The Planning Commission unanimously recommended approval of the conditional use permit and variance subject to the stipulations in the resolutions.

Supporting Information

1. CUP and Variance Forms and Findings
2. Stormwater Maintenance Agreement
3. PC Minutes - Draft
4. Chart House Planning and Engineering Report 9-9-25
5. Exhibits

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

CONDITIONAL USE PERMIT AMENDMENT NO. 25-_____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit Amendment for Chart House to allow impervious surface greater than 25% but less than 50% on the property located at 11287 Klamath Trail:
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

That part of the South Half of the Southwest Quarter of Section 1, Township 114, Range 21, Dakota County, Minnesota, lying north of the centerline of Dakota County Road No. 44 according to Dakota County Road Right of Way Map No. 86 (A.K.A. Klamath Trail, A.K.A. 169th Street West, A.K.A. Orchard Lake Road) and lying westerly of a line described as commencing at the northeast corner of said South Half of the Southwest Quarter of Section 1; thence on an assumed bearing of South 89 degrees 42 minutes 15 seconds West, along the north line of said South Half of the Southwest Quarter of Section 1, a distance of 1,070.52 feet to the point of beginning of said line to be described; thence South 30 degrees 54 minutes 53 seconds West a distance of 809.52 feet; thence South 22 degrees 19 minutes 01 seconds East a distance of 396.98 feet to the centerline of said County Road No. 44 and said line there terminating.

3. Conditions. This conditional use permit is issued subject to the following conditions:

- a. The site shall be developed in substantial conformance with plan set on file with the Community Development Department except as may be modified by the conditions below.
 - b. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
 - c. A stormwater maintenance agreement is required to address site improvements and stormwater treatment facilities.
 - d. The developer shall meet the conditions outlined in the City Engineering review memo dated September 9, 2025 and any subsequent correspondence.
 - e. Final site, grading, stormwater management, and erosion control plans shall be approved by the City Engineer.
 - f. Resolution No. 97-18 shall become null and void and shall be replaced by the terms of this Conditional Use Permit.
4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.
 5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

DATED: October 6, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 6th day of **October 2025** by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

DRAFTED BY:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**CONDITIONAL USE PERMIT AMENDMENT
CHART HOUSE – 11287 KLAMATH TRAIL**

FINDINGS OF FACT DECISION

On September 18, 2025 the Lakeville Planning Commission met at their regularly scheduled meeting to consider the request of George Maverick – Chart House for a conditional use permit amendment to exceed 25% impervious surface in the shoreland overlay district at 11287 Klamath Trail. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak.

The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Comprehensive Planning District 1, which guides the property for Commercial.
2. The subject site is zoned C-3, General Commercial.
3. Legal description of the property is:

That part of the South Half of the Southwest Quarter of Section 1, Township 114, Range 21, Dakota County, Minnesota, lying north of the centerline of Dakota County Road No. 44 according to Dakota County Road Right of Way Map No. 86 (A.K.A. Klamath Trail, A.K.A. 169th Street West, A.K.A. Orchard Lake Road) and lying westerly of a line described as commencing at the northeast corner of said South Half of the Southwest Quarter of Section 1; thence on an assumed bearing of South 89 degrees 42 minutes 15 seconds West, along the north line of said South Half of the Southwest Quarter of Section 1, a distance of 1,070.52 feet to the point of beginning of said line to be described; thence South 30 degrees 54 minutes 53 seconds West a distance of 809.52 feet; thence South 22 degrees 19 minutes 01 seconds East a distance of 396.98 feet to the centerline of said County Road No. 44 and said line there terminating.

4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

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 expansion to the restaurant is consistent with the policies and provisions of Planning District 1 of the 2040 Comprehensive Land Use Plan.

b) The proposed use is or will be compatible with future land uses of the area.

Finding: The proposed use is compatible with surrounding uses provided compliance with the stipulations of the conditional use permit.

c) The proposed use conforms with all performance standards contained in the Zoning Ordinance and the City Code.

Finding: The proposed building conforms to the performance standards set forth in the Zoning Ordinance given compliance with the stipulations of the conditional use permit.

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

Finding: The proposed site improvements will not overburden the City's sanitary sewer and water systems and can be served with existing public services.

e) Traffic generation by the proposed use is within capabilities of streets serving the property.

Finding: Traffic generation from the commercial use can be accommodated with the existing streets serving the property.

5. The report dated September 9, 2025, prepared by Heather Botten, Senior Planner is incorporated herein.

DECISION

The City Council approves the conditional use permit in the form attached hereto.

DATED: October 6, 2025

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

SEAL

BY: _____

Ann Orlofsky, City Clerk

(Reserved for Dakota County Recording Information)

CITY OF LAKEVILLE

DAKOTA COUNTY, MINNESOTA

VARIANCE NO. 25- ____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville grants a variance to allow a setback less than the 150-foot required from the ordinary high-water level of Kingsley Lake;

2. Property. The variance is for the following described property in the City of Lakeville, Dakota County, Minnesota:

That part of the South Half of the Southwest Quarter of Section 1, Township 114, Range 21, Dakota County, Minnesota, lying north of the centerline of Dakota County Road No. 44 according to Dakota County Road Right of Way Map No. 86 (A.K.A. Klamath Trail, A.K.A. 169th Street West, A.K.A. Orchard Lake Road) and lying westerly of a line described as commencing at the northeast corner of said South Half of the Southwest Quarter of Section 1; thence on an assumed bearing of South 89 degrees 42 minutes 15 seconds West, along the north line of said South Half of the Southwest Quarter of Section 1, a distance of 1,070.52 feet to the point of beginning of said line to be described; thence South 30 degrees 54 minutes 53 seconds West a distance of 809.52 feet; thence South 22 degrees 19 minutes 01 seconds East a distance of 396.98 feet to the centerline of said County Road No. 44 and said line there terminating.

3. Conditions. This variance is issued subject to the following conditions:

- a. The site shall be developed in substantial conformance with plan set on file with the Community Development Department except as may be modified by the conditions below.
- b. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
- c. A stormwater maintenance agreement is required to address site improvements and stormwater treatment facilities.
- d. The developer shall meet the conditions outlined in the City Engineering and Planning memos dated September 9, 2025 and any subsequent correspondence.
- e. Final site, grading, stormwater management, and erosion control plans shall be approved by the City Engineer.

The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

Dated: October 6, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this **6th** day of **October 2025**, by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**VARIANCE
CHART HOUSE – 11287 KLAMATH TRAIL**

FINDINGS OF FACT DECISION

The Lakeville Planning Commission met at its regularly scheduled meeting on September 18, 2025 to consider the application of George Maverick – Chart House for a variance to allow a reduced setback from the ordinary high-water level at 11287 Klamath Trail. The Planning Commission conducted a public hearing on the variance 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 property is located in Comprehensive Planning District 1, which guides the property for Commercial.
2. The subject site is zoned C-3, General Commercial.
3. Legal description of the property is:

That part of the South Half of the Southwest Quarter of Section 1, Township 114, Range 21, Dakota County, Minnesota, lying north of the centerline of Dakota County Road No. 44 according to Dakota County Road Right of Way Map No. 86 (A.K.A. Klamath Trail, A.K.A. 169th Street West, A.K.A. Orchard Lake Road) and lying westerly of a line described as commencing at the northeast corner of said South Half of the Southwest Quarter of Section 1; thence on an assumed bearing of South 89 degrees 42 minutes 15 seconds West, along the north line of said South Half of the Southwest Quarter of Section 1, a distance of 1,070.52 feet to the point of beginning of said line to be described; thence South 30 degrees 54 minutes 53 seconds West a distance of 809.52 feet; thence South 22 degrees 19 minutes 01 seconds East a distance of 396.98 feet to the centerline of said County Road No. 44 and said line there terminating.

4. Chapter 6 of the City of Lakeville Zoning Ordinance provides that a variance shall not be approved unless failure to grant the variance will result in practical difficulties. The criteria and our findings regarding them are:

- a. **That the variance would be consistent with the comprehensive plan.**

Finding: The proposed building is consistent with the policies and provisions of Planning District 1 of the 2040 Comprehensive Land Use Plan.

- b. **That the variance would be in harmony with the general purposes and intent of this Title.**

Finding: The property is a legal non-conforming site. The proposed location of the building is in the most reasonable location on the property therefore is in harmony with the general purposes and intent of this title.

- c. **That the plight of the landowner is due to circumstances unique to the property not created by the landowner.**

Finding: The site is legal non-conforming with the site originally developed prior to the existence of a shoreland ordinance. Setbacks from a natural environment lake are not able to be met. The proposed building does comply with the minimum setbacks for a recreational development lake.

- d. **That the purpose of the variance is not exclusively economic considerations.**

Finding: The request is to improve and extend the seasonal use and protection from weather conditions for both restaurant and banquet patrons.

- e. **That the granting of the variance will not alter the essential character of the neighborhood in which the parcel of land is located.**

Finding: The proposed building is compatible with the commercial restaurant/banquet use of the property and therefore will not alter the essential character of the neighborhood.

- f. **That the requested variance is the minimum action required to eliminate the practical difficulty.**

Finding: The proposed location of the building is the most reasonable location with the least amount of environmental impacts. The property improvements will improve stormwater treatment on the property by installing a raingarden that treats more impervious area than the additional size of the structure.

- g. **Variances may not be approved for any use that is not allowed under this section for property in the zone where the affected person's land is located.**

Finding: Not applicable; a restaurant is a permitted use in the C-3, General Commercial zoning district.

5. The report dated September 9, 2025, prepared by Heather Botten, Senior Planner is incorporated herein.

DECISION

The City Council approves the variance in the form attached.

DATED: October 6, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

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

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025, by and between **ROSE MOUNTAIN LLC**, a Minnesota limited liability company, (the “Owner”) and the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (the “City”).

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

B. The Owner is proceeding to develop the Property, and has requested approval of the site plan for the proposed development; and

C. The final site plans for the Property, hereinafter called the "Plans", which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

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

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

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

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

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

2. **Maintenance of Stormwater Improvements.**

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

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

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

4. **City Access and Maintenance Rights.**

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

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

to the maintenance and operation and the consequences there from the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. Grant of Easement. Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for access to the Stormwater Facilities over, on and across the Property and for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

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

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

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

To the Owner: Rose Mountain LLC
 12790 Dodd Boulevard
 Rosemount, MN 55068

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

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

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

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

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

OWNER:
ROSE MOUNTAIN LLC

By: _____
 _____ [print name]
 Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of **ROSE MOUNTAIN LLC**, a Minnesota limited liability corporation, on behalf of said entity.

Notary Public

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

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

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

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Owner Property

That part of the South Half of the Southwest Quarter of Section 1, Township 114, Range 21, Dakota County, Minnesota, lying north of the centerline of Dakota County Road No. 44 according to Dakota County Road Right of Way Map No. 86 (A.K.A. Klamath Trail, A.K.A. 169th Street West, A.K.A. Orchard Lake Road) and lying westerly of a line described as commencing at the northeast corner of said South Half of the Southwest Quarter of Section 1; thence on an assumed bearing of South 89 degrees 42 minutes 15 seconds West, along the north line of said South Half of the Southwest Quarter of Section 1, a distance of 1,070.52 feet to the point of beginning of said line to be described; thence South 30 degrees 54 minutes 53 seconds West a distance of 809.52 feet; thence South 22 degrees 19 minutes 01 seconds East a distance of 396.98 feet to the centerline of said County Road No. 44 and said line there terminating.

**EXHIBIT B
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Easement

An easement for rain garden purposes over, under, and across that part of the South Half of the Southwest Quarter of Section 1, Township 114, Range 21, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said South Half of the Southwest Quarter of Section 1; thence on an assumed bearing of North 89 degrees 35 minutes 29 seconds West, along the north line of said South Half of the Southwest Quarter of Section 1, a distance of 2014.96 feet; thence South 0 degrees 24 minutes 32 Seconds West, a distance of 290.61 feet to the beginning of the easement to be described; thence North 75 degrees 43 minutes 22 seconds East, a distance of 32.00 feet; thence South 14 degrees 16 minutes 38 seconds East, a distance of 40.00 feet; thence South 75 degrees 43 minutes 22 seconds West, a distance of 32.00 feet; thence North 14 degrees 16 minutes 38 seconds West, a distance of 40.00 to the point of beginning.

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

Pond Maintenance Requirements

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

Infiltration/Rain Garden Maintenance Requirements

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

Underground Infiltration System

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

Environmental Manhole Maintenance Requirements

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

**MORTGAGE CONSENT
TO
STORMWATER MAINTENANCE AGREEMENT**

MINNWEST BANK, a Minnesota state banking corporation, which holds a mortgage executed by Rose Mountain LLC, a Minnesota limited liability company, Dreamerick LLC, a Minnesota limited liability company, and Cliff Road Castle LLC, a Minnesota limited liability company, in favor of Minnwest Bank, dated October 4, 2024, filed October 8, 2024, in the Office of the County Recorder, Dakota County, Minnesota, as Document No. **3648404** the development of which is governed by the foregoing Stormwater Maintenance Agreement, agrees that the Stormwater Maintenance Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2025.

MINNWEST BANK

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ the _____ of **MINNWEST BANK**, a Minnesota state banking corporation, on behalf of said corporation.

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

- Commissioner Swenson noted he is a MN DOT employee, but his position does not have decision making authority regarding these projects, therefore there is no conflict of interest.
- Commissioner Traffas inquired about the process to determine when new wells and expansion of the water treatment facility are needed. Mr. Johnson stated a model is used to project growth and demand to make those determinations.

Motion was made by Kaluza, seconded by Swenson to recommend to City Council approval of the 2026-2030 Capital Improvement Plan as presented, finding that it is consistent with the City's 2040 Comprehensive Plan.

Ayes – Traffas, Kaluza, Zimmer, Duckworth, Swenson, Tinsley

Nays: 0

6a. North Creek Second Addition

Chair Zimmer requested a motion be made to table this item to the October 2, 2025 Planning Commission meeting.

Motion was made by Swenson, seconded by Tinsley to recommend to table the North Creek Second Addition preliminary plat of 47 single family residential lots to the October 2, 2025 Planning Commission meeting.

Ayes: Unanimous

Nays: 0

6b. Chart House

Chair Zimmer opened the public hearing to consider the application of George Maverick of the Chart House for a conditional use permit to exceed 25% impervious surface in the shoreland overlay district and a variance from the required setback from Kingsley Lake.

George Maverick, owner of the Chart House, introduced the project and stated they would like to expand the patio bar.

Senior Planner Heather Botten presented the staff report. The Chart House restaurant and banquet facility is proposing to demolish the existing detached bar building and construct a new 2,660 square foot structure. The new building requires a variance from the minimum setback requirements from Kingsley Lake. Additionally, the proposed site improvements require a conditional use permit (CUP) amendment to exceed 25% impervious surface on a natural environment lake. A CUP was approved in 1997 to exceed the 25% impervious surface area. Even though the proposed revisions on site will reduce the amount of impervious surface area to an amount that is less than what was approved with the original CUP, the 1997 approvals were tied to a site plan that is now being modified, thus the CUP amendment.

The plans have been reviewed by staff from Community Development, Environmental Resources, and Engineering as well as the DNR. A site improvement agreement and stormwater maintenance

agreement are required to address site improvements and stormwater treatment facilities. This requirement ensures that these improvements will be constructed to the satisfaction of the City.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Swenson to close the public hearing at 6:24 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioners Swenson and Kaluza and Chair Zimmer expressed support for the project.

Motion was made by Swenson, seconded by Kaluza to recommend to City Council approval of the Chart House conditional use permit amendment to exceed impervious surface and variance from shoreland setbacks and approval of the findings of fact dated September 18, 2025, subject to the following stipulations:

1. The site shall be developed in substantial conformance with the plat and plan set on file with the Community Development Department except as may be modified by the conditions below.
2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. A site improvement agreement and stormwater agreement are required to address site improvements and stormwater treatment facilities.
4. The developer shall meet the conditions outlined in the City Engineering review memo dated September 9, 2025 and any subsequent correspondence.
5. Final site, grading, stormwater management, and erosion control plans shall be approved by the City Engineer.
6. Revised building elevations that are in compliance with City Code shall be submitted and approved prior to City Council consideration of the request.
7. Resolution No. 97-18 shall become null and void and shall be replaced by the terms of this Conditional Use Permit.

Ayes: Kaluza, Zimmer, Duckworth, Swenson, Tinsley, Traffas

Nays: 0



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Date: September 9, 2025
Subject: Packet Material for the September 18, 2025 Planning Commission Meeting
Agenda Item: Chart House Restaurant Conditional Use Permit and Variance
Action Deadline: November 18, 2025 (120-days)

BACKGROUND

George Maverick, owner the Chart House restaurant and banquet facility is proposing to demolish the existing detached bar building and construct a new 2,660 square foot structure. The new building would require a variance from the minimum setback requirements from Kingsley Lake. Additionally, the proposed site improvements require a conditional use permit (CUP) amendment to exceed 25% impervious surface, while remaining below the 50% maximum, on a natural environment lake. A CUP was approved in 1997 to exceed the 25% impervious surface area. Even though the proposed revisions on site will reduce the amount of impervious surface area to an amount that is less than what was approved with the original CUP, the 1997 approvals were tied to a site plan that is now being modified, thus the CUP amendment.

The property is located at 11287 Klamath Trail. The property is zoned C-3, General Commercial District and in a Shoreland Overlay District for Kingsley Lake.

The plans have been reviewed by staff from Community Development, Environmental Resources, and Engineering as well as the DNR. A site improvement agreement and stormwater maintenance agreement are required to address site improvements and stormwater treatment facilities. This requirement ensures that these improvements will be constructed to the satisfaction of the City.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Site Plan
- D. Rain Garden Detail
- E. Impervious Surface Plan
- F. Elevations
- G. DNR Email Response

PROPERTY ANALYSIS

Surrounding Land Uses. The property abuts the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Kingsley Lake	Water	Water
South	Townhomes/Multi-family	MDR, Medium Density Res.	PUD
East	Kingsley Shore Senior Living	HDR, High Density Res.	PUD
West	Vacant land/Kingsley Lake	RD, Restricted Development	Public Open Space

Mr. Maverick proposes to demo the existing detached bar building and construct a new building behind the main restaurant, on the north side of the patio. The Chart House property is roughly 24.13 acres in size with about 4.5 acres of property above the Ordinary High Water Level (OHWL). Kingsley Lake is classified as a natural environment lake that has the most restrictive shoreland regulations.

The Chart House property was developed and the main building constructed in 1962 as a private restaurant/club that included a swimming pool and concrete shade canopy, which remains. The restaurant has been in business during those 63 years with few significant modifications since that time. Shoreland zoning regulations in Minnesota have their origins from legislative statutes dating back to the mid-1970s, requiring all cities and counties in Minnesota to apply certain standards for development and Zoning Ordinance enforcement. Standards for the consideration of variances also fall partly under these requirements. The minimum building setbacks on Kingsley Lake (classified as a Natural Environment Lake) is 150 feet from the OHWL. No part of the property complies with the setback requirements and is therefore legal non-conforming. Any new construction or expansion requires a setback variance.

A conditional use permit was approved in 1997, allowing an impervious surface area greater than 25% with an expansion of the parking lot and to construct stormwater improvements on site. The new site improvements are still within the impervious surface maximum of the 1997 CUP

but will be amended to reflect the new civil plan set and stormwater treatment.

Grading, Drainage and Utilities. City sanitary sewer and water is currently available to the site. Grading, drainage, erosion control, and utility issues are addressed in the engineering review memo prepared by Jon Nelson, Assistant City Engineer and Mac Cafferty, Environmental Resources Manager dated September 9, 2025. A copy of the engineering report is attached for your review. The Engineering Division recommends approval of the request subject to the stipulations outlined in the engineering report.

Tree Preservation. There are no significant trees proposed to be removed with the site improvements. Any removal of significant trees shall require a tree preservation plan in accordance with City Code Section 11-21-11.

Parking/Access. Access to the site is not changing; there is one access from Klamath Trail. Restaurant parking requires one stall per 90 square feet of floor area. Based on the building size of 2,660 square feet (minus 10% floor area as allowed by the Zoning Ordinance), 27 parking spaces are required for the proposed building. Per Dakota County property records, the main building is 14,399 square feet, requiring 143 parking spaces for a total of 170 required parking spaces for the site. Per the 1997 CUP, there are 202 parking spaces for the site. The off-street parking complies with the zoning ordinance.

Exterior Building Materials. Section 11-17-9.D of the Zoning Ordinance requires that the exterior building finish of commercial buildings be constructed of at least three Grade A materials, except that buildings may be constructed primarily of one specific Grade A material provided the design is obviously superior to the general intent of the Zoning Ordinance. The exterior building finish shall be composed of at least 65% grade A materials; not more than 35% Grade B or Grade C material and not more than 10% Grade D materials.

The primary exterior materials are stone veneer and grey shingles siding. The grey shingles are vinyl, which is Grade F, and not permitted on commercial structures. A revised building elevation shall be submitted and approved prior to City Council consideration.

Setbacks. The applicant is requesting a variance from minimum setback requirements from Kingsley Lake, which is reviewed further below. All other setback requirements have been met for the proposed structure.

DNR Review. The plans have been sent to the DNR for review and comment. Emailed comments have been received (Exhibit G) and shared with the applicant for consideration.

CONDITIONAL USE PERMIT AMENDMENT AND SHORELAND IMPACT PLAN CRITERIA

The 1997 CUP allowed 48% impervious surface and was tied to a site plan dated September 9, 1997. The applicant has submitted a site plan demonstrating the proposed impervious surface on

the property being 46%, within the 1997 approval but with a new detailed site plan.

Section 11-4-3E and 11-102-25 of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

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 expansion to the restaurant is consistent with the policies and provisions of Planning District 1 of the 2040 Comprehensive Land Use Plan.

b) The proposed use is or will be compatible with future land uses of the area.

Finding: The proposed site improvements are compatible with a restaurant use and is consistent with the uses envisioned in the C-3, General Commercial District.

c) The proposed use conforms with all performance standards contained in the Zoning Ordinance and the City Code.

Finding: The proposed building conforms to the performance standards set forth in the Zoning Ordinance given compliance with the stipulations of the conditional use permit and variance.

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

Finding: The proposed site improvements will not overburden the City's sanitary sewer and water systems and can be served with existing public services.

e) Traffic generation by the proposed use is within capabilities of streets serving the property.

Finding: Traffic generation from the site improvements to the commercial use can be accommodated with the existing streets serving the property.

Conditional use allowable within shoreland areas are subject to the following additional evaluation criteria and conditions:

- A. Evaluation Criteria: A thorough evaluation of the water body and the topographic, vegetation, and soils conditions on the site must be made to ensure:
 - 1. The prevention of soil erosion or other possible pollution of public waters, both during and after construction.
 - 2. The visibility of structures and other facilities as viewed from public waters is limited.
 - 3. The site is adequate for water supply and on-site sewage treatment.

Findings: The proposed site improvements will not overburden the City's sanitary sewer and water systems and can be served with existing public services. The structure is one story, similar to the building that will be removed. The applicant is working with City Engineering on final approval of grading, drainage, and erosion control plans to prevent possible pollution of public waters during and after construction.

All structures and practices are in place for the treatment of stormwater runoff for the proposed building. A stormwater maintenance agreement will be recorded against the property to help ensure the conditional use permit stipulations, also referred to as a shoreland impact plan, are in place and maintained.

VARIANCE REVIEW CRITERIA

Section 11-6-5 and 11-102-15 of the Zoning Ordinance states that the board of adjustment (City Council) shall not approve any variance request unless they find failure to grant the variance will result in practical difficulties. "Practical difficulties" means that the property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance and that economic considerations alone do not constitute practical difficulties. The following review criteria must also be met:

Section 11-6-5 (All Variances) and 11-102-15 (Shoreland District Variances)

The Zoning Ordinance for variances requires that seven criteria be addressed by the applicant and presented to the Planning Commission and City Council as part of the consideration for variance approval. The seven criteria noted below are consistent with State of Minnesota Statute and the Zoning Ordinance. The Shoreland Overlay District variance criteria pertain primarily to environmental considerations which would be addressed specifically with the processing of a variance. Public hearing notification to the Department of Natural Resources is required for variances proposed within Shoreland Overlay District areas.

A. That the variance would be consistent with the comprehensive plan

The comprehensive plan guides the property for commercial land use. The property is located in Comprehensive Plan Neighborhood Planning District No. 1. The comprehensive plan allows for commercial property improvements.

B. The variance would be in harmony with the general purposes and intent of the Zoning Ordinance.

The proposed site improvements are consistent with the uses permitted in the C-3, General Commercial District. The property is a legal non-conforming property, with any site improvements requiring a variance. One of the functions of setback requirements is to

maintain consistency of structure placement and aesthetic qualities from street, lake, and neighboring views. The proposed location of the new structure has been selected as the most suitable area on the lot, replacing an existing structure, minimizing the environmental impact.

- C. That the plight of the landowner is due to circumstances unique to the property not created by the applicant.

The property is a legal non-conforming lot that was developed prior to the shoreland setbacks. Any site improvement/modification requires a variance.

- D. That the purpose of the variance is not exclusively economic considerations.

The request is to improve and extend the seasonal use and protection from weather conditions for both restaurant and banquet patrons.

- E. That the granting of the variance will not alter the essential character of the neighborhood in which the parcel of land is located.

The proposed structure does not appear to alter the essential character of the neighborhood. The building is one story with a pitched roof. The proposed building is replacing an existing structure. The proposed building is compatible with the commercial restaurant/banquet use of the property. Minimum grading work will be done with the exception of installing the raingarden.

- F. That the requested variance is the minimum action required to eliminate the practical difficulty.

The proposed location of the structure is the most reasonable with the least amount of environmental impacts. The property improvements will improve stormwater treatment on the property by installing a raingarden that treats more impervious area than the additional size of the structure.

- G. Variances may not be approved for any use that is not allowed by the Zoning Ordinance for property in the zone where the affected person's land is located.

The property is zoned C-3, General Commercial District and the restaurant use is a permitted use in that district.

RECOMMENDATION

Community Development Department staff recommends approval of the conditional use permit amendment to exceed impervious surface and variance from shoreland setbacks, subject to the following stipulations:

1. The site shall be developed in substantial conformance with the plat and plan set on file with the Community Development Department except as may be modified by the conditions below.
2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. A site improvement agreement and stormwater agreement are required to address site improvements and stormwater treatment facilities.
4. The developer shall meet the conditions outlined in the City Engineering review memo dated September 9, 2025 and any subsequent correspondence.
5. Final site, grading, stormwater management, and erosion control plans shall be approved by the City Engineer.
6. Revised building elevations that are in compliance with City Code shall be submitted and approved prior to City Council consideration of the request.
7. Resolution No. 97-18 shall become null and void and shall be replaced by the terms of this Conditional Use Permit.

Findings of Fact for approval of the conditional use permit and variance request are attached.



Memorandum

To: Heather Botten, Senior Planner

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

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

Date: September 9, 2025

Subject: Chart House – Conditional Use Permit

- Site Plan Review
- Grading and Erosion Control Plan Review

BACKGROUND

George Maverick has submitted a conditional use permit application and grading, drainage and erosion control plans to construct a building addition. The property is located adjacent to Kingsley Lake and north of and adjacent to Klamath Trail. The parent parcel consists of a metes and bounds parcel (220011052030) is zoned C-3, General Commercial District.

The proposed site will be completed by:

Applicant: George Maverick
Engineer: Stonebrooke

SITE CONDITIONS

Chart House consists of an existing commercial building and parking lot.

SITE PLAN REVIEW

The site proposes to construct a building addition on the north end of the existing building. The site proposes to construct a rain garden on the west end of the site.

UTILITIES

SANITARY SEWER

The site does not include construction of sanitary sewer.

WATERMAIN

The site does not include construction of watermain.

DRAINAGE AND GRADING

The parent parcel is located within subdistrict OL-083 of the Orchard Lake Stormwater District, as identified in the City's Water Resources Management Plan. The parent parcel has an existing stormwater basin on the site. The applicant will construct a rain garden west of the proposed building addition to treat the runoff from the added impervious surface area with the site improvements. The rain garden will outlet to Kingsley Lake.

The applicant shall sign a private stormwater maintenance agreement for the rain garden prior to City Council approval of the site plan. The applicant shall submit plan revisions showing the entirety of the grading plan for the site for review and approval by city staff.

The site improvements contains less than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading.

FEMA FLOODPLAIN ANALYSIS

The site is shown on the Flood Insurance Rate Map (Map No. 27037C0183E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas impacted located within a Special Flood Hazard Area (SFHA), as determined by FEMA. Kingsley Lake is within Zone A.

STORM SEWER

The site does not include construction of storm sewer.

WETLANDS

There are no wetlands within the project area. There are not impacts proposed to the Kingsley Lake with the site improvements.

TREE PRESERVATION

A tree preservation plan was not prepared with the site improvements. No trees are proposed to be removed with the site improvements.

EROSION CONTROL

The Applicant is responsible for ensuring that erosion and sediment control plan is followed throughout the construction process. Any changes made to the plan must be tracked and documented.

Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Applicant.

RECOMMENDATION

Engineering recommends approval of the Chart House Conditional Use Permit, grading and erosion control plan, subject to the requirements and stipulations within this report.

Kingsley Lake

UPPER 167TH ST

Site Location

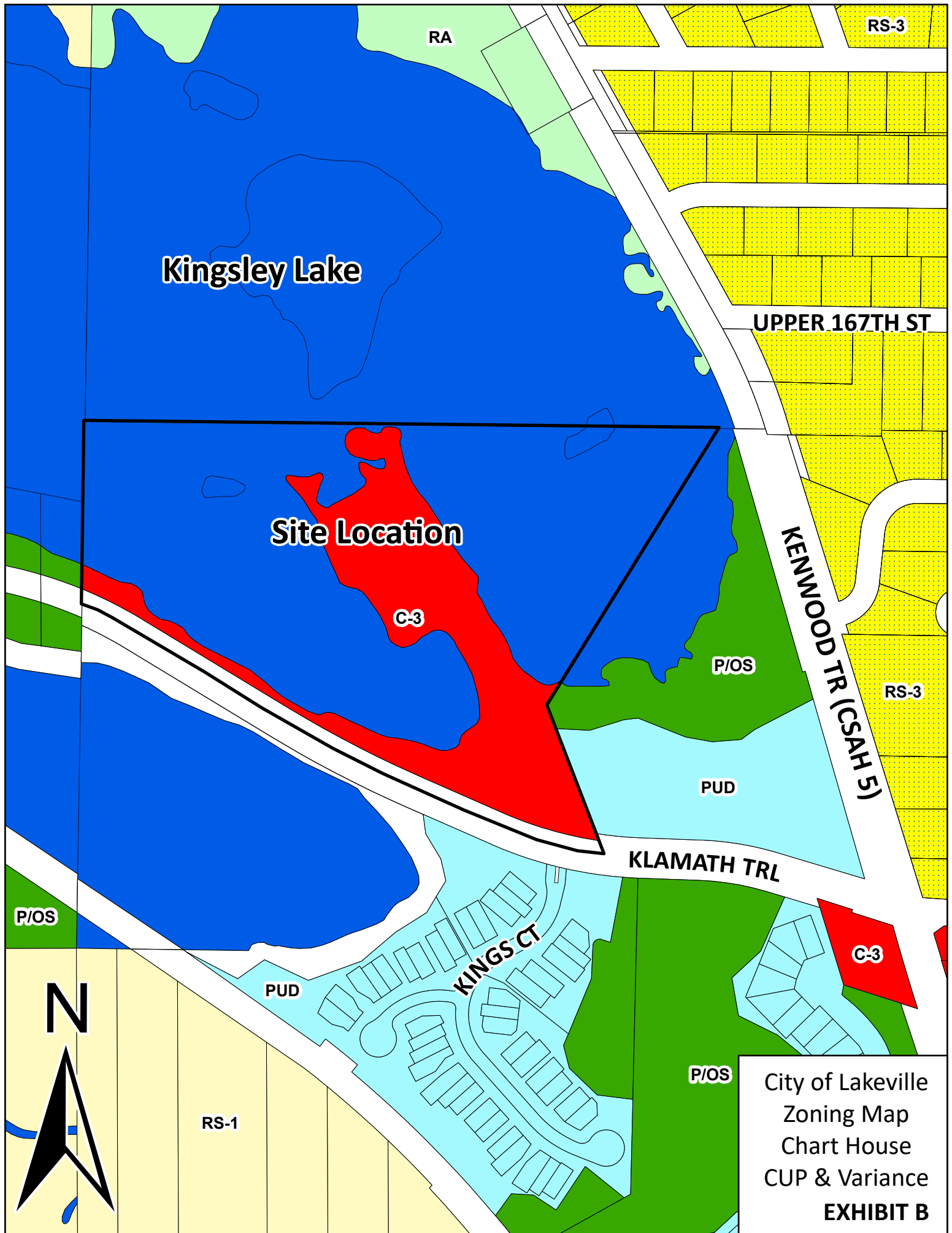
KENWOOD TR (CSAH 5)

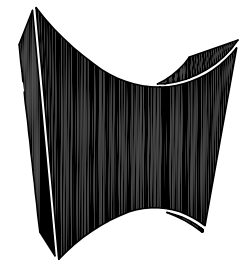
KLAMATH TRL

KINGS CT



City of Lakeville
Location Map
Chart House
CUP & Variance
EXHIBIT A





habitat
architecture, inc.
Hamid M. Kashani - AIA
4951 W. 77th St. #17
Edina, MN 55435
Tel: 952 / 946-9700

Registrations:

Consultants:

NEW OUTDOOR BAR
CHART HOUSE EVENT CTR.
11287 KLAMATH TRAIL
LAKEVEILLE, MN

drawn by: HK
checked by:
date: 6-2-25
project number:
revisions:
1: 7-11-25
2: 7-24-25
3: 8-2-25
4: 8-24-25
5: 9-11-25

sheet title:

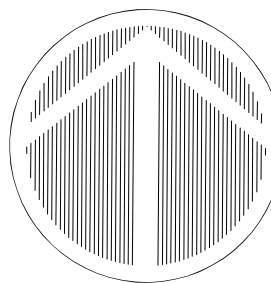
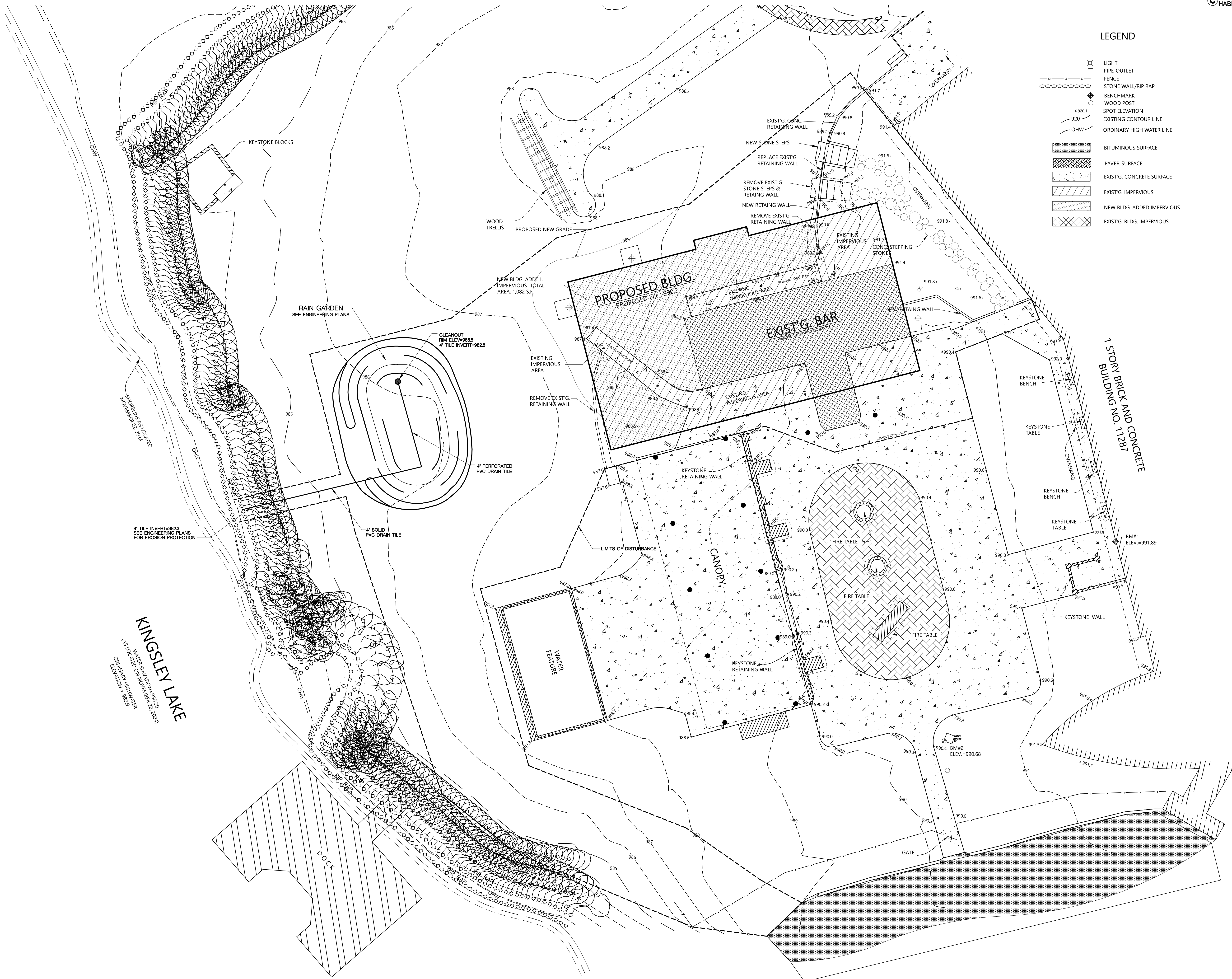
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sheet number:

A-1
OF 5

LEGEND

- LIGHT
- PIPE-OUTLET
- FENCE
- STONE WALL/RIP RAP
- BENCHMARK
- WOOD POST
- SPOT ELEVATION
- EXISTING CONTOUR LINE
- OHW
- ORDINARY HIGH WATER LINE
- BITUMINOUS SURFACE
- PAVER SURFACE
- EXIST'G. CONCRETE SURFACE
- EXIST'G. IMPERVIOUS
- NEW BLDG. ADDED IMPERVIOUS
- EXIST'G. BLDG. IMPERVIOUS



SITE PLAN

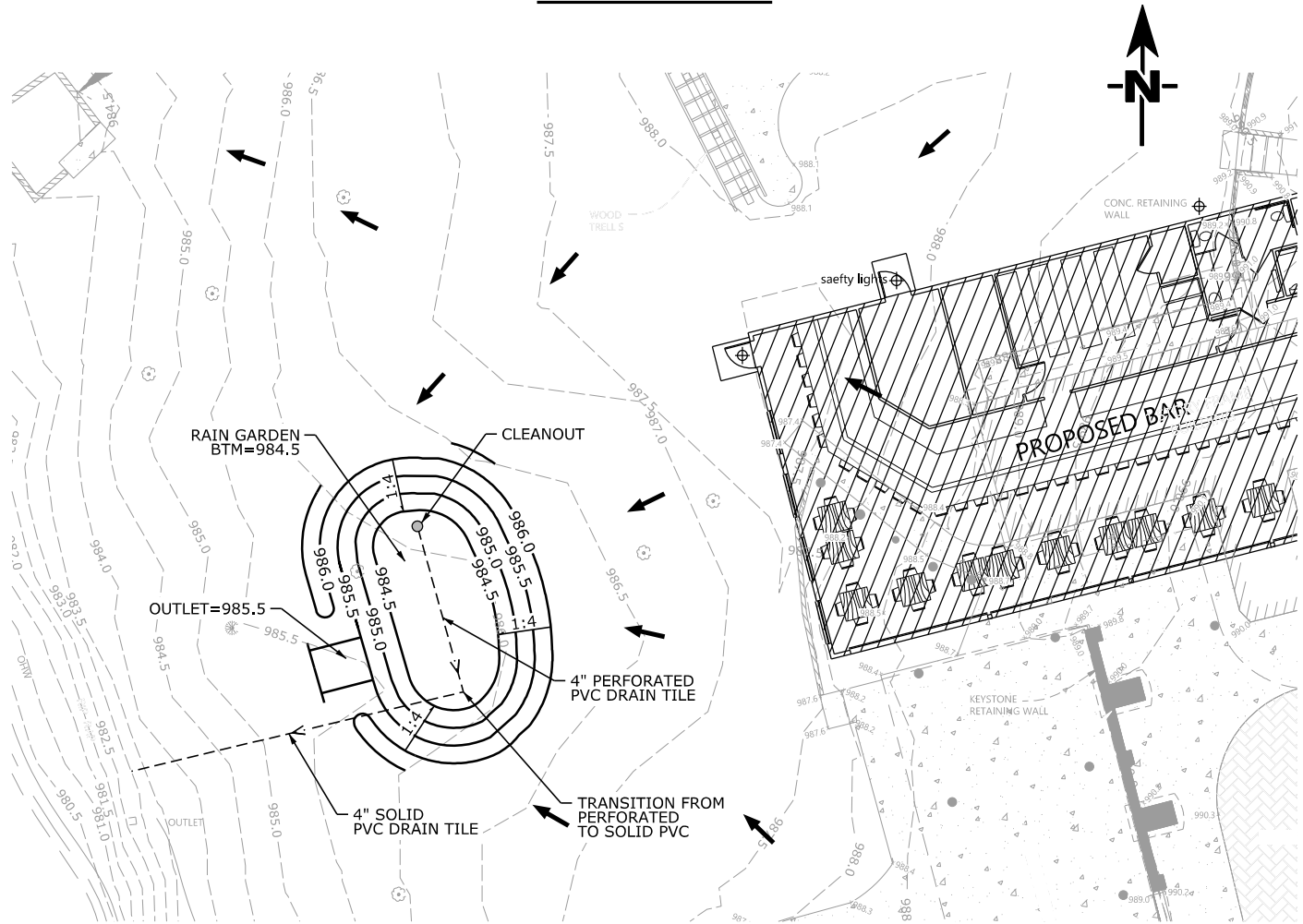
SEE CIVIL ENGR'G. PLANS FOR EROSION CTRL. AND ALL OTHER SITE RELATED CONCERNS, NOT INCLUDE HERE.

1" : 10'-0"

KINGSLEY LAKE
(AS LOCATED ON NOVEMBER 23, 2024)
WATER ELEVATION=989.30
ORDINARY HIGH WATER
ELEVATION= 989.9

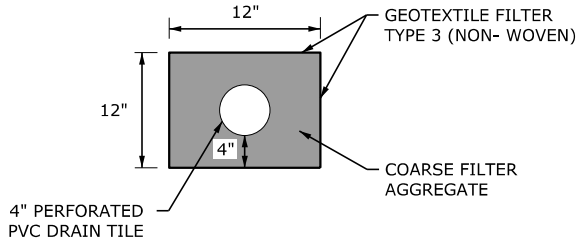
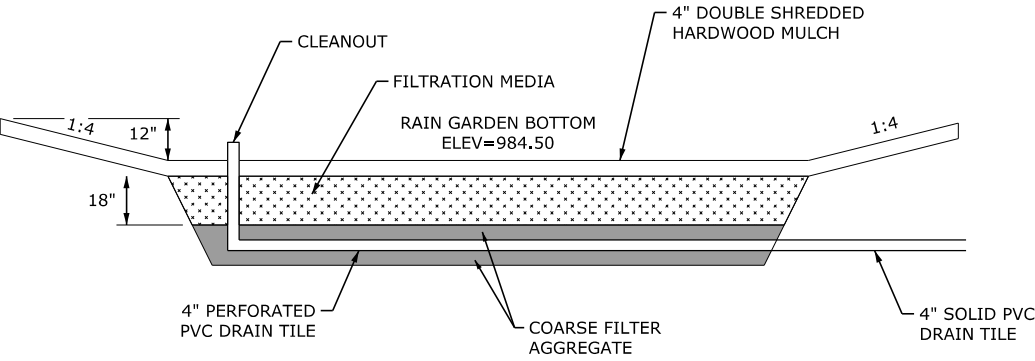
MODEL: Default
USER: Jariffin
PEN TABLE: T-02022_planset.tbl
FILE: S:\PROJECTS\CIVIL\George Maverick\02158_Chart House Bar\Charts\Chart House Bar_gp.dgn
PLOT DRIVER: pdf_bw_11x17only.pltcfq
PLOT DATE: 8/8/2025 4:47:53 PM

GRADING PLAN



<u>LEGEND</u>	
---  ---	4" PVC DRAIN TILE
	CLEANOUT
— XXXX —	PROPOSED CONTOUR
— XXXX —	EXISTING CONTOUR
	DRAINAGE FLOW ARROW

RAIN GARDEN DESIGN DETAIL



DRAIN TILE CROSS SECTION

NOTES

1. THE BOTTOM OF THE EXCAVATION SHALL BE SCARCIFIED TO A 2' DEPTH WITH A FROST RIPPING TOOTH OR OTHER APPROVED METHOD.
2. FILTRATION MEDIA SHALL CONSIST OF:
 - 70% SAND (PER MNDOT SPEC 3126.2.C)
 - 30% COMPOST GRADE 2 (PER MNDOT SPEC 3890.2.B)
3. FILTRATION MEDIA SHALL NOT BE COMPACTED DURING OR AFTER INSTALLATION.
3. COARSE FILTER AGGREGATE GRADATION SHALL FOLLOW MNDOT SPEC 3149.2.H FOR GRADATION. AGGREGATE SHALL BE ROUND RIVER ROCK, WASHED AND FREE OF FINE PARTICLES.
4. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
5. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE RAIN GARDEN DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE RAIN GARDEN PRIOR TO CONTINUING CONSTRUCTION.

REV. NO.	DATE	BY	CHK	DESCRIPTION



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DRAFT

NAME: JESSICA L. GRIFFIN LIC. NO. 59503 DATE:

DESIGNED
CAN
DRAWN
CAN
CHECKED
JLG



GRADING PLAN AND RAIN GARDEN DESIGN	SHEET 1 OF 1
CHART HOUSE BAR	

Registrations:

Consultants:

NEW OUTDOOR BAR
CHART HOUSE EVENT CTR.
11287 KLAMATH TRAIL
LAKEVEILLE, MN

drawn by: HK
checked by:
date: 6-2-25
project number:
revisions:
1: T-1-25
2: T-1-25
3: T-24-25
4: 8-7-25
5: 9-11-25

sheet title:

scale:

sheet number:

A-2
OF 5

GENERAL NOTES :

- 1- ALL CONSTRUCTION SHALL COMPLY W/ 2000 I.R.C. & ALL OTHER LOCAL CODES.
- 2- ALL EXTERIOR OPENINGS SHALL BE FLASHED TO MAKE THEM WEATHER PROOF.
- 3- VERIFY ALL DRS. & KDYS. SIZE, ROUGH OPENINGS & LOCATIONS. KDYS. SPEC'D. ARE "MARVIN WINDOWS & DOORS" OR APPROVED EQUAL, GLAD UNITS. (VERIFY COLOR)
- 4- ALL STRUCTURAL MEMBERS; HEADERS, BEAMS, POSTS, FOOTINGS, AND FOUNDATION SIZES, REINFORCING AND BEAR'G, POINTS SHALL BE VERIFIED & CONFIRMED BY CONTRACTOR.
- 5- DIMENSIONS ARE TYPICALLY TO THE FACE OF THE STUDS &/OR CONCRETE.
- 6- ALL HEADERS SHALL BE 2-1 3/4"x8 1/2"=ML UNLESS NOTED OTHERWISE.
- 7- FIRESTOPS SHALL BE INSTALLED IN ALL CONCEALED SPACES SUCH AS SOFFITS, FLOOR-CEILING ASSEMBLIES, OPENING AROUND VENTS, PIPES, DUCTS, AND SIMILAR OPENINGS WHICH AFFORD A PASSAGE FOR FIRE.

New Building Code Analysis:

Building Occupancy: A-2

Construction Type: Type 5-B, Not sprinkled, under 5,000 s.f.

Total Building Area: 2,660 s.f.

Allowable Building Area: 6,000 s.f.

Occupant Load Calculations:

Occupancy	Area (s.f.)	Occupant Load Factor	Occupant load
General Seating	1,120	15	75
Bar	592	200	3
Storage	596	300	2
Restrooms	217	100	2
Total Existing Building Occupant load:			82

Exit Requirements:

Number of Exits required: 2

Exit width requirement:

$82 \times 0.2''/12 = 1.36'$

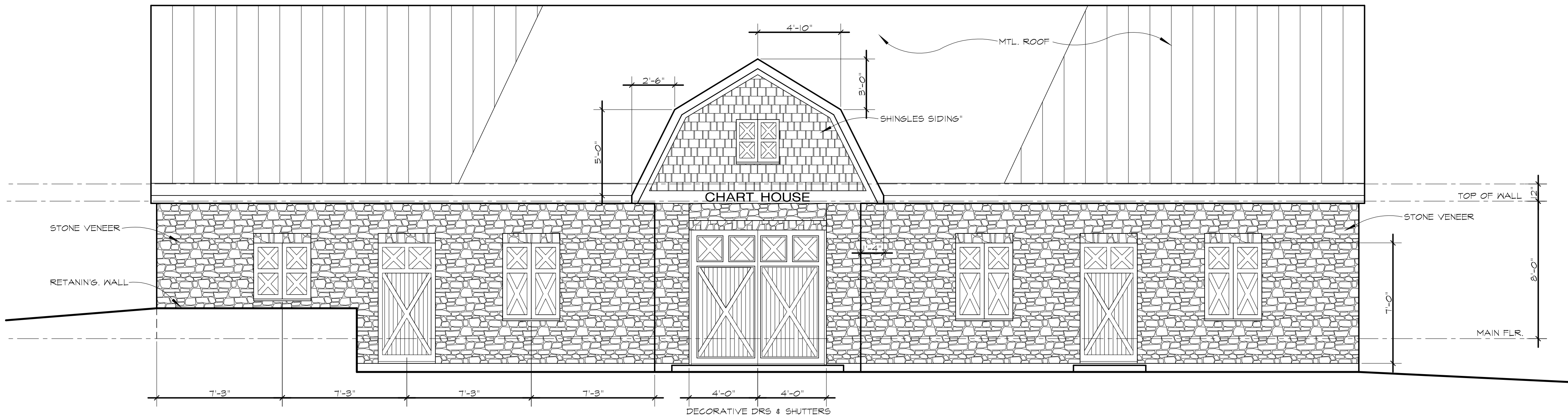
Total width of exits provided: 9'

Restroom fixture Requirements:

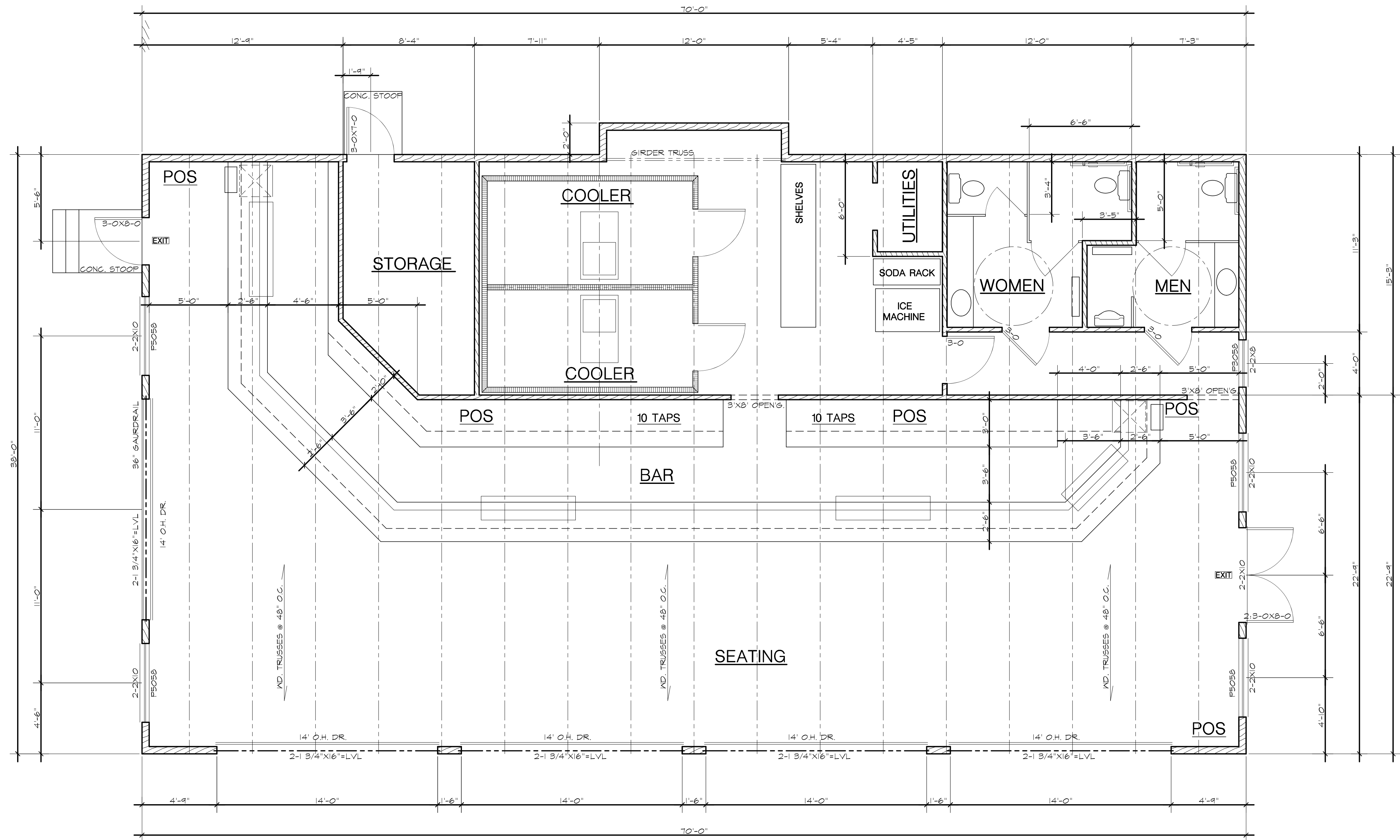
Fixture Count Calculation:

Minimum number of plumbing fixtures per table 2902.1: 1 per 75 (W.C.), 200 (Lav.)

Men-1 WC + 1 Uniral, Women-2 WC - Lavatories; 1 each.

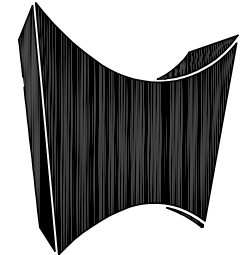


NORTH ELEVATION 1/4" : 1'-0"



FLOOR PLAN
PROPOSED OUTDOOR BAR

1/4" : 1'-0"
AREA : 2,660 SF.



habitat
architecture, inc.

Hamid M. Kashani - AIA
4951 W. 77th St. #17
Edina, MN 55435
Tel: 952 / 946-9700

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1: T-7-25

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3: T-24-25

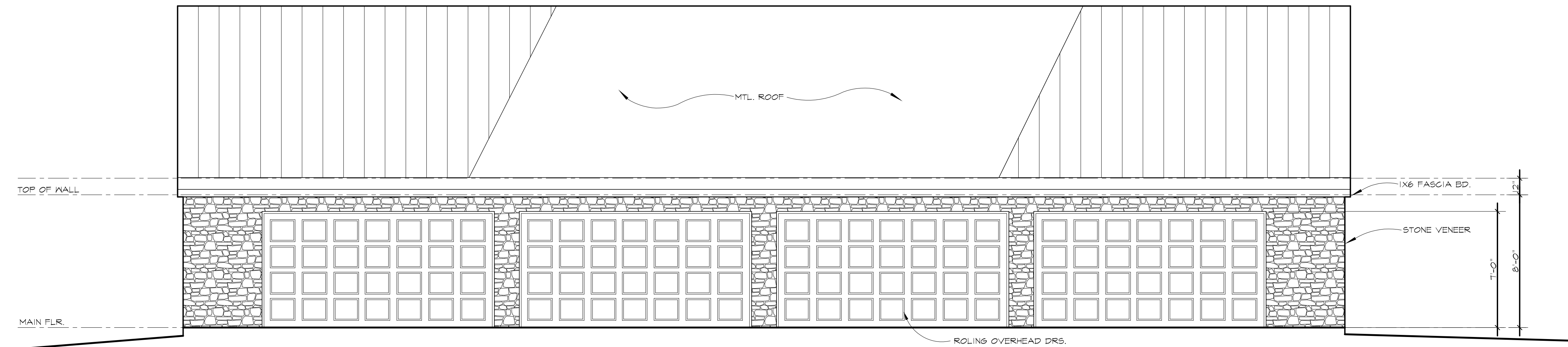
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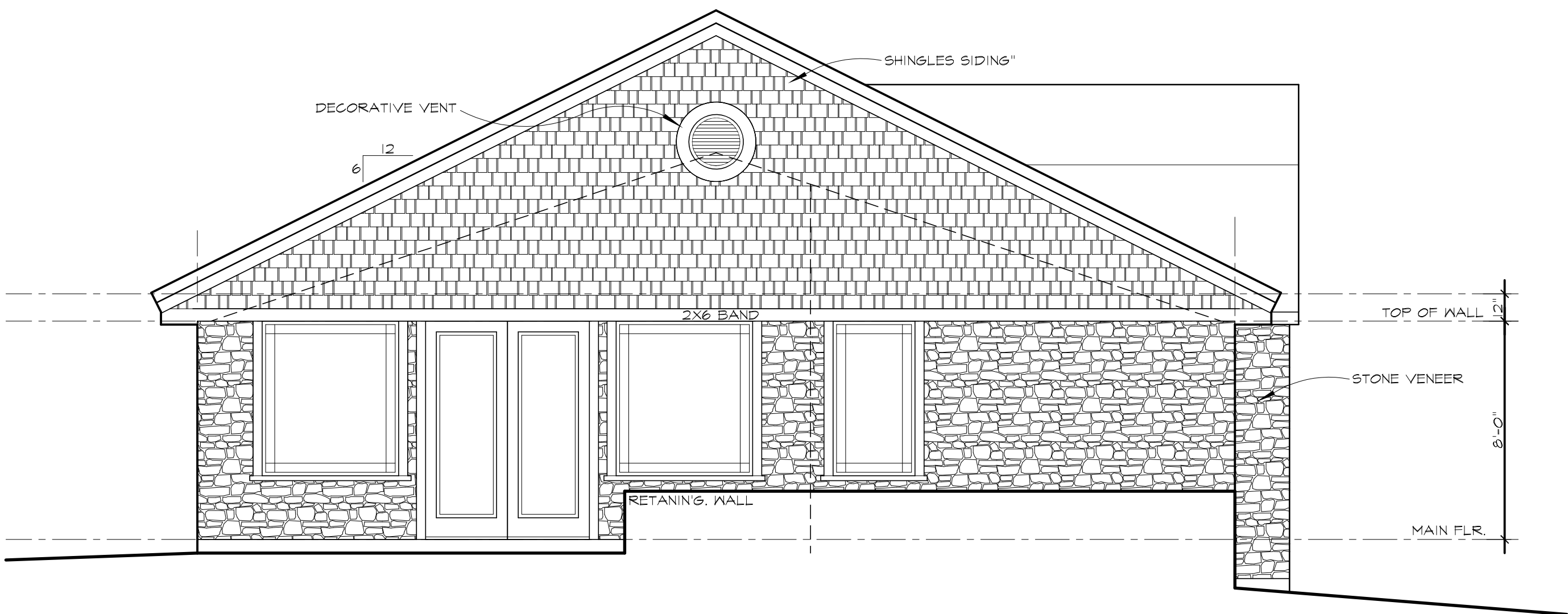
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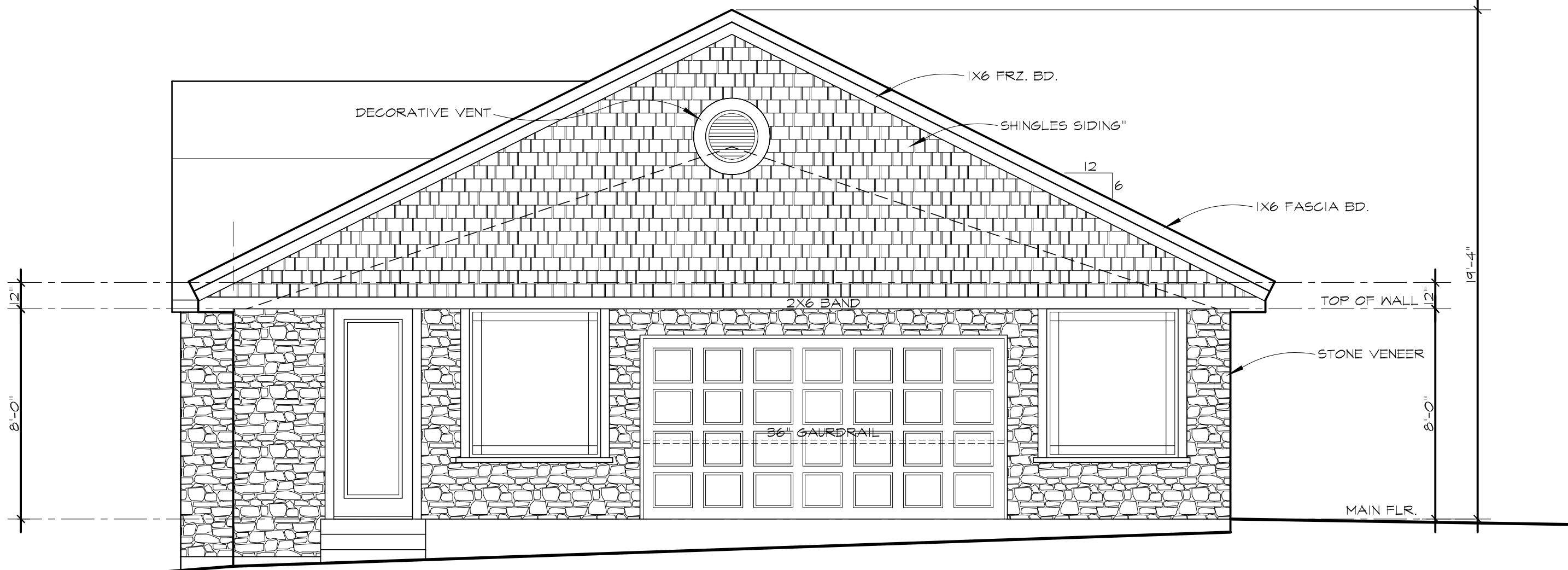
A-3
OF 5



SOUTH ELEVATION 1/4" : 1'-0"



EAST ELEVATION 1/4" : 1'-0"



WEST ELEVATION 1/4" : 1'-0"

EXTERIOR FINISHES:

- Stone Veneer: ClipStone Osceola ProPanel NorthernLedge; Manufactured Stone Veneer Siding Flats (5 sq ft) Model Number: C55.13.203.40 Menards # SKU: 1448071
- Roofing: Blue Metal Roofing: 36" Pro-Rib Ocean Blue Steel Panel Model Number: Ocean_Blue_1558373-55 Menards # SKU: 1558373
- Gable Siding: Gray shingles siding: Cedar Impressions Double 7" x 48" Charcoal Gray Straight Edge Perfection Shingles Model Number: 3014446 Menards # SKU: 1486954
- Garage Doors: Aluminum Full View rolling doors from Action Garage Doors in Prior Lake

Botten, Heather

From: DePaz, David (DNR) <david.depaz@state.mn.us>
Sent: Monday, September 8, 2025 8:55 AM
To: Botten, Heather
Subject: RE: CUP and Variance - Lakeville

Heather,

Applicant should be mindful of the DNR OHWL for Lake Kingsley. Specifically for the raingarden, the PVC drain tile outlet should stay above the OHWL to avoid needing a public water permit. It would also be helpful if the raingarden location was shown on the overall site plan sheets.

David De Paz
(Dah-veed)

Watershed Specialist | Temporary South Metro Area Hydrologist
Ecological and Water Resources Division

Minnesota Department of Natural Resources

1200 Warner Road

St. Paul, MN 55106

Phone: 651-259-5775

Email: david.depaz@state.mn.us



From: Botten, Heather <hbotten@lakevillemn.gov>
Sent: Thursday, September 4, 2025 4:02 PM
To: DePaz, David (DNR) <david.depaz@state.mn.us>
Subject: CUP and Variance - Lakeville

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Hi David,

Please see the attached letter and plans regarding the property located at 11287 Klamath Trail, Lakeville.

If you have any questions or would like additional information, please reach out.

Thanks,



Heather Botten
Senior Planner, City of Lakeville
☎ 952-985-4423 | 🌐 www.lakevillemn.gov
📍 20195 Holyoke Avenue, Lakeville, MN, 55044
📎



Date: 10/6/2025

Launch Park Fourth Addition Preliminary and Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the preliminary and final plat of Launch Park Fourth Addition.

Overview

Lakeville Flexspace, LLC has submitted a preliminary and final plat for Launch Park Fourth Addition. The proposed plat includes one lot and one outlot on a 20-acre parcel. Lot 1 is eight acres and the outlot is 12 acres. Lakeville Flexspace is proposing to construct a garage condo development on Lot 1. The proposed storage development is a permitted use in the I-2, General Industrial District. The complex would include three garage condo buildings, each roughly 375' x 90' in size and one building about 375' x 40'. The outlot is planned for future industrial development.

The Planning Commission held a public hearing on the preliminary plat at their September 18, 2025 meeting. There was no public comment. Community Development, Fire Marshal, Engineering and Parks and Recreation staff have reviewed the plans.

Final plat approval is subject to the execution of the Development Contract for the parcel. The developer and property owner are working with City staff on the details of the agreement. Once finalized, it will be brought forward to City Council for approval.

Supporting Information

1. Plat Resolution
2. Draft Planning Commission Minutes
3. Planning Report 09-08-25 and Engineering Report 09-26-25
4. Combined Exhibits

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

(Reserved for Dakota County Recording Information)

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT OF
LAUNCH PARK FOURTH ADDITION**

WHEREAS, the owner of the plat described as Launch Park Fourth Addition has requested preliminary and final plat approval; and

WHEREAS, the preliminary plat was reviewed by the Planning Commission and recommended for approval on September 18, 2025; and

WHEREAS, the preliminary and final plat meets Subdivision Ordinance requirements;

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

1. The Launch Park Fourth Addition preliminary and final plats are hereby approved subject to City Council approval of a Development Contract and any other agreements related thereto.
2. The Mayor and City Clerk are hereby authorized to the final plat mylars and the development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 6th day of October 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
 (
CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-_____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 6th day of October 2025 as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(SEAL)

6c. Launch Park Fourth Addition

Chair Zimmer opened the public hearing to consider the application of Lakeville Flexspace, LLC for a preliminary plat and development plan for a one lot, one outlot subdivision.

Jim French, Lakeville Flexspace, LLC, introduced the project. Mr. French stated he is a developer of small bay industrial space. A Common Interest Community (CIC) plat would be created, which allows individual ownership of the spaces as well as provides declarations, covenants and restrictions for the use of the units.

Ms. Botten presented the staff report. The proposed plat includes one lot and one outlot on a 20-acre parcel. Lot 1 is eight acres and the outlot is 12 acres. Lakeville Flexspace is proposing to construct a garage condo development on Lot 1. The proposed storage development is a permitted use in the I-2, General Industrial District. The complex would include three garage condo buildings, each roughly 33,750 square feet (375' x 90') in size and one building about 16,875 square feet (375' x 40'). Each building consists of multiple units, and each unit has access to water and sewer.

The property is located east of Cedar Avenue (CSAH 23) and south of future 222nd Street. The preliminary plat plans have been reviewed by the Engineering Division, Fire Marshal, and Parks and Recreation Department.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Swenson to close the public hearing at 6:35 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Chair Zimmer asked for details on how the CIC is used and what restrictions would be in place. Mr. French stated the CIC is to ensure that the community is in compliance with the permitted uses. He stated some of the restrictions and covenants in the CIC include no excessive noise-producing activities, no excessive smell-producing activities, and no overnight parking. The CIC is enforced and maintained through a commercial property management company that enforces the covenants in addition to maintaining the exteriors of the structures and contract for snow removal. He also stated as these are industrial spaces; the owners are not permitted to live or stay overnight in the spaces.
- Commissioner Duckworth asked how many units will be in the project, what the price point is and how they are typically utilized and by whom. Mr. French stated there will be 98 units and be about \$185,000 for 1,200 square feet. Mr. French said there are a wide range of uses, including retirees, people who have a lot of toys, workshops, and small business owners.

- Commissioner Traffas asked where can the owner park if they drive to the unit. Mr. French stated the owner can park directly in front of the unit that they own. The units are wide enough to accommodate three spaces in front of each unit.
- Commissioner Duckworth asked if owners have the ability to sublease. Mr. French stated it is permitted to rent the unit after obtaining permission through the property management company.
- Commissioner Kaluza asked about numbering or lettering on each door for emergency service response, as well as if there are crime or drug free requirements. Mr. French stated each unit has a number on the door and there are crime and drug free requirements listed in the CIC. Security cameras will also be included on site.

Motion was made by Tinsley, seconded by Traffas to recommend to City Council approval of the Launch Park Fourth Addition preliminary plat, subject to the following stipulations:

1. Implementation of the recommendations listed in the engineering report dated September 8, 2025 and any subsequent correspondence.
2. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
3. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
4. The site and building shall be developed in accordance with the plans approved by the City Council.
5. Landscaping shall be installed consistent with a landscape plan approved by the City Forester. A financial security shall be submitted with the development contract to guarantee installation of the approved landscaping. All landscaped areas within and adjacent to the building and parking lot shall be irrigated. Trees and shrubs shall not be planted in road right-of-way.
6. The park dedication fee must be paid with the final plat.
7. Site lighting shall not exceed one foot candle at the property line adjacent to public right-of-way. All exterior light fixtures shall be down-cast design so as not to glare onto public right-of-way.
8. Section 11-19-13 of City Code requires 3 parking spaces, plus 1 space per 100 storage units. A revised site plan demonstrating the required parking spaces is required prior to final plat approval.
9. An onsite hydrant about midpoint of the property shall be required on the east side of the development as required by the Fire Marshal.

Ayes: Zimmer, Duckworth, Swenson, Tinsley, Traffas, Kaluza

Nays: 0

There being no further business, the meeting was adjourned at 6:44 p.m.



Memorandum

To: Planning Commission

From: Heather Botten, Senior Planner

Date: September 8, 2025

Subject: Packet Material for the September 18, 2025 Planning Commission Meeting

Agenda Item: Launch Park Fourth Addition Preliminary Plat

Action Deadline: November 27, 2025

BACKGROUND

Lakeville Flexspace, LLC has submitted a preliminary plat for Launch Park Fourth Addition. The proposed plat includes one lot and one outlot on a 20-acre parcel. Lot 1 is eight acres and the outlot is 12 acres. Lakeville Flexspace is proposing to construct a garage condo development on Lot 1. The proposed storage development is a permitted use in the I-2, General Industrial District. The complex would include three garage condo buildings, each roughly 33,750 square feet (375' x 90') in size and one building about 16,875 square feet (375' x 40'). Each building consists of multiple units, and each unit has access to water and sewer.

The property is located east of Cedar Avenue (CSAH 23) and south of future 222nd Street. The preliminary plat plans have been reviewed by the Engineering Division, Fire Marshal, and Parks and Recreation Department.

The following exhibits are attached for your information:

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Preliminary Plat
- D. Site Plan

- E. Grading Plan
- F. Utility Plan
- G. Landscape Plan
- H. Photometric Plan
- I. Building Elevations

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

Direction	Existing Use	Land Use Plan	Zoning
North	Vacant Property	Industrial	I-2, General Industrial
South	Metropolitan Airports Commission Property	Outside City Limits. Eureka Township Comprehensive Plan guides for agricultural use	Agriculture per Eureka Township Zoning Map
East	Dakota Electric Assoc. – Site under construction	Industrial	I-2, General Industrial
West	Industrial Building	Industrial	I-2, General Industrial

PLANNING ANALYSIS

PRELIMINARY PLAT

Zoning and Comprehensive Plan consistency. The property is currently guided Industrial and located in Planning District No. 6 of the Comprehensive Land Use Plan. The property is in the Metropolitan Urban Service Area (MUSA) which means that City municipal services, including sanitary sewer service, are available to serve the property. The property is zoned I-2, General Industrial District. The proposed lot and outlot meet the minimum lot size and width requirements for future development in the I-2 district. The proposed preliminary plat meets the recommended goals and objectives of the zoning code and comprehensive plan.

Existing Site Conditions. The site is currently undeveloped; historically used for agricultural production of row crops.

Lot/Block/Outlot. The parent parcel is platted as Outlot A, Launch Park First Addition. This was platted as an outlot with the intent of future industrial development. The preliminary plat of Launch Park Fourth Addition consists of one lot and one outlot. The lots proposed with the

preliminary plat exceed the minimum lot area and lot width requirements for the I-2, General Industrial District.

Preliminary Plat Lots		
Lot Area and Lot Width Requirements	Lot 1	Outlot A
Minimum 1-Acre	7.98 acres	12.04 acres
Minimum 100-feet	515 feet	762 feet

Streets. Right-of-way dedication for 222nd Street was done with previous plats and no additional right-of-way is needed. 222nd Street is a local rural industrial street constructed as a 40-foot-wide paved section within an 80-foot right of way.

Grading, Drainage and Utilities. City sanitary sewer and water is currently available to the site. The existing and planned future City sanitary sewer and water systems available to serve the area of the preliminary plat are adequate to accommodate the build-out of future industrial building(s) within the preliminary plat area. Proposed grading, drainage, erosion control, and utility plans for Launch Park Fourth Addition are shown on the attached civil plans.

Grading, drainage, erosion control, and utility issues are addressed in the engineering review memo prepared by Jon Nelson, Assistant City Engineer and Mac Cafferty, Environmental Resources Manager dated September 8, 2025. A copy of the engineering report is attached for your review. The Engineering Division recommends approval of Launch Park Fourth Addition preliminary plat subject to the stipulations outlined in the engineering report.

Fire Marshal. The Fire Marshal reviewed the plans and stated an onsite hydrant about midpoint of the property would be required on the east side of the development.

Wetlands. There are no wetlands on the site.

Tree Preservation. There are no significant trees identified within the preliminary plat.

Park Dedication, Trails and Sidewalks. The City's Comprehensive Parks, Trails, and Open Space Plan does not identify any future park needs in the area of the plat and no public trails or sidewalks are being constructed with this plat. Park dedication will be satisfied by a cash fee in lieu of land dedication, which is \$5,615 per acre for industrial zoned property. Lot 1, Block 1 is 7.98 acres and must pay \$44,807.70 for park dedication with Launch Park Fourth Addition final plat. The park dedication requirement for Outlot A will be paid when platted into lots and blocks.

SITE PLAN REVIEW

The site plan proposes three 33,750 square foot (375' x 90') garage condo buildings and one 16,875 square foot (375' x 40') building. Site improvements also include access drive aisles, utilities, and stormwater management facilities. The proposed stormwater treatment involves an infiltration pond on the east side of the site.

Building Setbacks. The I-2, Industrial District requires the following setback requirements:

	Front Yard	West Side Yard	East Side Yard	Rear Yard
Minimum	40 feet	10 feet	10 feet	30 feet
Proposed	120 feet	35 feet	126 feet	30 feet

Building Height. The maximum height of a building in the I-2 zoning district is 50 feet. The proposed buildings are single level with a mezzanine. The tallest point of the buildings is 31 feet, complying with code requirements.

Building Design. The buildings are designed with LP Smartside LAP siding (engineered wood) with accent panels on the corners. On walls that are public-facing, three feet of stone veneer is added to the bottom of the building. The proposed materials are in compliance with the requirements for industrial buildings.

Parking Lot and Drive Setbacks. There is one access point on 222nd Street. The access complies with spacing guidelines in the City Code. There is no separate guest parking area proposed. Section 11-19-13 of City Code requires 3 parking spaces, plus 1 space per 100 storage units. A revised site plan demonstrating the required parking spaces is required prior to final plat approval.

Landscaping. Landscaping on the site includes deciduous and coniferous trees planted along the front property line. Financial security will be required with the final plat to guarantee installation of the approved landscaping. A revised landscaping plan is required to identify the tree species and the quantity of each to be planted and must be reviewed and approved by the City Forester.

Trash Enclosure. If trash will be kept outdoors in an enclosure, the structure must meet the requirements of Section 11-18-11, including exterior materials, location, and screening. All outdoor trash enclosures must be screened with a structure that is a minimum of six feet in height or one foot taller than the containers and must be constructed of materials that match the architecture of the principal building.

Site Lighting. The submitted lighting plan shows that the proposed lighting on site meets the Zoning Ordinance requirement of light levels not exceeding one foot candle at the property line along right-of-way. At this time, there are no parking lot lights, only wall mounted lights that are downward facing LED wall packs.

Signs. All signs shall comply with the Zoning Ordinance requirements for the I-2 District. A sign permit shall be issued prior to the installation of any signs.

Mechanical Equipment. Primary mechanical equipment will be contained within the building. Any exterior equipment shall follow the screening requirements in Section 11-21-13 of city code.

RECOMMENDATION

Community Development staff recommend approval of Launch Park Fourth Addition preliminary plat subject to the following stipulations:

1. Implementation of the recommendations listed in the engineering report dated September 8, 2025 and any subsequent correspondence.
2. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
3. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
4. The site and building shall be developed in accordance with the plans approved by the City Council.
5. Landscaping shall be installed consistent with a landscape plan approved by the City Forester. A financial security shall be submitted with the development contract to guarantee installation of the approved landscaping. All landscaped areas within and adjacent to the building and parking lot shall be irrigated. Trees and shrubs shall not be planted in road right-of-way.
6. The park dedication fee must be paid with the final plat.
7. Site lighting shall not exceed one foot candle at the property line adjacent to public right-of-way. All exterior light fixtures shall be down-cast design so as not to glare onto public right-of-way.
8. Section 11-19-13 of City Code requires 3 parking spaces, plus 1 space per 100 storage units. A revised site plan demonstrating the required parking spaces is required prior to final plat approval.
9. An onsite hydrant about midpoint of the property shall be required on the east side of the development as required by the Fire Marshal.



Memorandum

To: Heather Botten, Senior Planner

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

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

Date: September 26, 2025

Subject: Launch Park Fourth Addition

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

BACKGROUND

Lakeville Flexspace, LLC representatives have submitted a final plat application named Launch Park Fourth Addition along with plans to construct a garage condo complex on one (1) block with one (1) outlot on 20.02 acres. The parent parcel (Outlot A, Launch Park First Addition) is zoned I-2, General Industrial District.

The proposed development is located east of Cedar Avenue (CSAH 23), south of and adjacent to 222nd Street, north of 225th Street and Eureka Township, and west of Flagstaff Avenue. The parent parcel consists of Outlot A, Launch Park.

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

Outlot A: Future Development; retained by Developer (12.04 acres)

The proposed development will be completed by:

Developer:	Hat Trick Investments, Inc.
Engineer/Surveyor:	Auth Consulting & Associates

SITE CONDITIONS

The existing parcel consists of Outlot A, Launch Park First Addition. The site consists of undeveloped agricultural land. The site is located within the South Creek Stormwater District with the site generally draining west to east. The northwest of the site is being used for stockpiling. Security shall be held for removal and reestablishment of the active stockpile area on the site.

STREET AND SUBDIVISION LAYOUT

222nd Street

Launch Park Fourth Addition is located south of and adjacent to the extension of 222nd Street from its existing terminus at the intersection of 222nd Street and Garvey Lane through the western plat boundary. The roadway is a 40-foot-wide rural roadway terminating in a cul-de-sac and is actively under construction in association with Airlake DEA final plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and street construction shall be limited to a single access from 222nd Street.

PARKS, TRAILS AND SIDEWALKS

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

Park Dedication Summary

Gross Area of Launch Park 4 th Addition		20.02 ac.
Less Area of Outlot A (Future Development)	(-)	12.04 ac.
Total Park Dedication Area	=	7.98 ac.

7.98 acres	x \$5,615.00	= \$44,807.70
Total Acreage	2025 Unit Rate	Park Dedication Fee
Launch Park 4 th Addition	(Industrial)	Launch Park 4 th
Lot 1, Block 1		Addition

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

UTILITIES

SANITARY SEWER

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

Launch Park Fourth Addition includes the construction of privately owned and maintained sanitary sewer. 8-inch sanitary sewer will be connected to the public sanitary sewer stub located at the property line south of 222nd Street.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and must be paid with the building permit application.

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

WATERMAIN

Development of Launch Park Fourth Addition includes the construction of privately owned and maintained watermain. 6-inch watermain will be connected to the public sanitary sewer stub located at the property line south of 222nd Street.

DRAINAGE AND GRADING

Launch Park Fourth Addition is located within the South Creek stormwater district as identified in the City's Water Resources Management Plan.

Development of Launch Park Fourth Addition includes the construction of a privately owned and maintained stormwater management infiltration basin to collect and treat the stormwater runoff generated from the site. The Developer shall enter into a private stormwater maintenance agreement with the final plat for the private basins. The stormwater management design is consistent with City Ordinance requirements.

Following completion of the site improvements and restoration, the Developer shall conduct a double ring infiltrometer test in the location of the filtration basin to demonstrate that the design infiltration rates have been achieved. The Developer shall provide a \$5,000 security with the final plat to ensure that this testing is completed.

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

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

STORM SEWER

Development of Launch Park Fourth Addition includes the construction of a privately owned and maintained storm sewer system. Storm sewer will be installed within the subdivision to collect and convey stormwater runoff to the privately owned and maintained infiltration basin.

Storm Sewer Charge Summary

Gross Area of Launch Park 4 th Addition		872,071.00 s.f.
Less Area of Outlot A (Future Development)	(-)	524,462.00 s.f.
Total Storm Sewer Charge Area (Commercial and Industrial)	=	347,609.00 s.f.

347,609.00 s.f.	x \$0.250/s.f.	= \$86,902.25
Net Area Launch Park 4 th Addition	2025 Unit Rate (Commercial and Industrial)	Storm Sewer Charge Launch Park 4 th Addition

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

FEMA FLOODPLAIN ANALYSIS

Launch Park Fourth Addition is located within areas shown on the Flood Insurance Rate Map (FIRM) as Zone X, as determined by FEMA (Map number 27037C0214E). Based on this designation, no areas within the plat are located within a Special Flood Hazard Area (SFHA).

WETLANDS

A wetland delineation was previously completed for the site. No wetlands were identified within the project area.

TREE PRESERVATION

There are no significant trees identified on the site.

LANDSCAPE PLAN

The plant schedule is to be updated to identify the specific tree types and quantity of each to be planted prior to recording of the final plat.

EROSION CONTROL

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The developer is responsible for following and implementing all of the requirements outlined in the SWPPP. Any changes made throughout construction must be documented in the SWPPP. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer.

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

\$132,000.00	x 2.0%	= \$2,640.00
Grading Cost	2025 Rate	MS4 Administration Fee
Launch Park 4 th Addition		Launch Park 4 th Addition

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Launch Park Fourth Addition. Construction costs are based upon a cost estimate submitted by the Developer’s engineer on September 24, 2025.

CONSTRUCTION COSTS

Sanitary Sewer Connection	\$ 5,000.00
Watermain Connection	5,000.00
Storm Sewer Connections	10,000.00
Grading, Erosion Control and Restoration	132,000.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 152,000.00

OTHER COSTS

Developer’s Design (3.0%)	\$ 4,560.00
Developer’s Construction Survey (2.5%)	3,800.00
City’s Legal Expense (0.5%)	760.00
City Construction Observation (5.0%)	7,600.00
Developer’s Record Drawing (0.5%)	760.00
Landscaping	47,000.00
Stockpile Removal and Reestablishment	10,000.00
Lot Corners/Iron Monuments	200.00
SUBTOTAL - OTHER COSTS	\$ 74,680.00
TOTAL PROJECT SECURITY	\$ 226,680.00

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$200.00. The City shall hold this security until the Developer’s Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

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

515 feet	x \$0.2832/front foot/quarter	= \$145.85
Total Front Foot Launch Park 4 th Addition	2025 Rate	Streetlight Operating Fee Launch Park 4 th Addition

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

$$\begin{array}{ccccccc}
 1 \text{ unit} & & \times \$61.52/\text{unit} & & \times 4.20 & & = \$258.38 \\
 \text{Total Units} & & \text{2025 Rate} & & \text{Utility Factor} & & \text{Environmental Resources Fee} \\
 \text{Launch Park 4}^{\text{th}} \text{ Addition} & & & & & & \text{Launch Park 4}^{\text{th}} \text{ Addition}
 \end{array}$$

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

$$\begin{array}{ccccccc}
 2 \text{ lots/outlots} & & \times \$90.00/\text{unit} & & = \$180.00 \\
 \text{Lots/Outlots} & & \text{2025 Rate} & & \text{Property Data \& Asset/Infrastructure Mgmt. Fee} \\
 \text{Launch Park 4}^{\text{th}} \text{ Addition} & & & & \text{Launch Park 4}^{\text{th}} \text{ Addition}
 \end{array}$$

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

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$4,560.00.

CASH REQUIREMENTS

Park Dedication	\$ 44,807.70
Storm Sewer Charge	86,902.25
Streetlight Operating Fee	145.85
Environmental Resources Management Fee	258.38
Property Data and Asset/Infrastructure Management Fee	180.00
City Engineering Administration (3.00%)	4,560.00
TOTAL CASH REQUIREMENTS	<u>\$ 136,854.18</u>

RECOMMENDATION

Engineering recommends approval of the Launch Park Fourth Addition final plat, erosion control plan and grading plan, utility plan, and landscape plan subject to the requirements and stipulations within this report.

LAUNCH PARK FOURTH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Hat Trick Investments, LLC, a Minnesota limited liability company, owner of the following described property:
Outlot A, LAUNCH PARK FIRST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

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

In witness whereof said Hat Trick Investments, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 2025.

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

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

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

STATE OF _____
COUNTY OF _____

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

Signature

Printed

Notary Public _____ County, _____

My commission expires _____

STATE OF _____
COUNTY OF _____

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

Signature

Printed

Notary Public _____ County, _____

My commission expires _____

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

Dated this _____, day of _____, 2025.

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

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2025, by Eric A. Roeser, Land Surveyor, Minnesota License No. 47476.

Signature

Printed

Notary Public _____ County, _____

My commission expires _____

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

This plat of LAUNCH PARK FOURTH ADDITION was approved and accepted by the City Council of the City of Lakeville, Minnesota at a regular meeting thereof held this _____ day of _____, 2025, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 2025.

By: _____
Todd B. Tollefson
Dakota County Surveyor

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

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 2025.

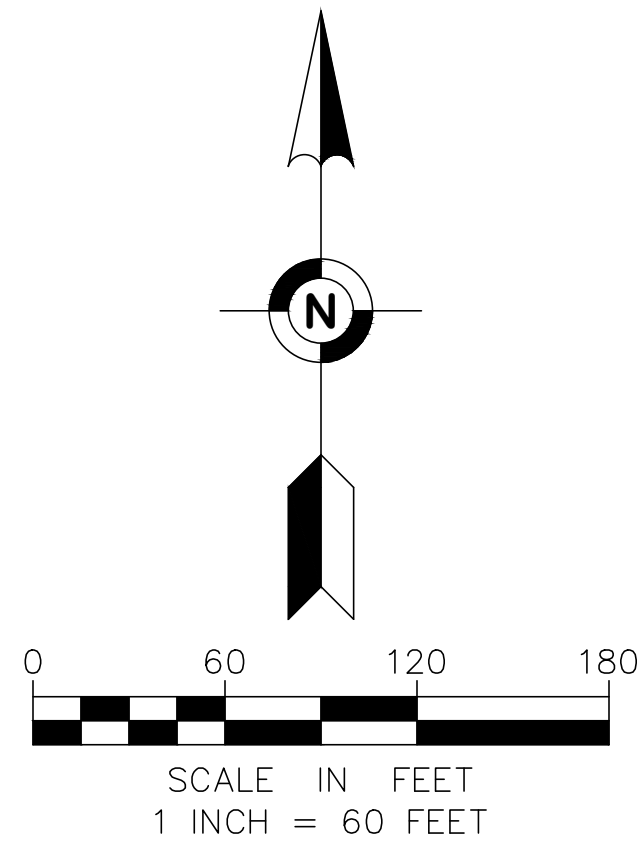
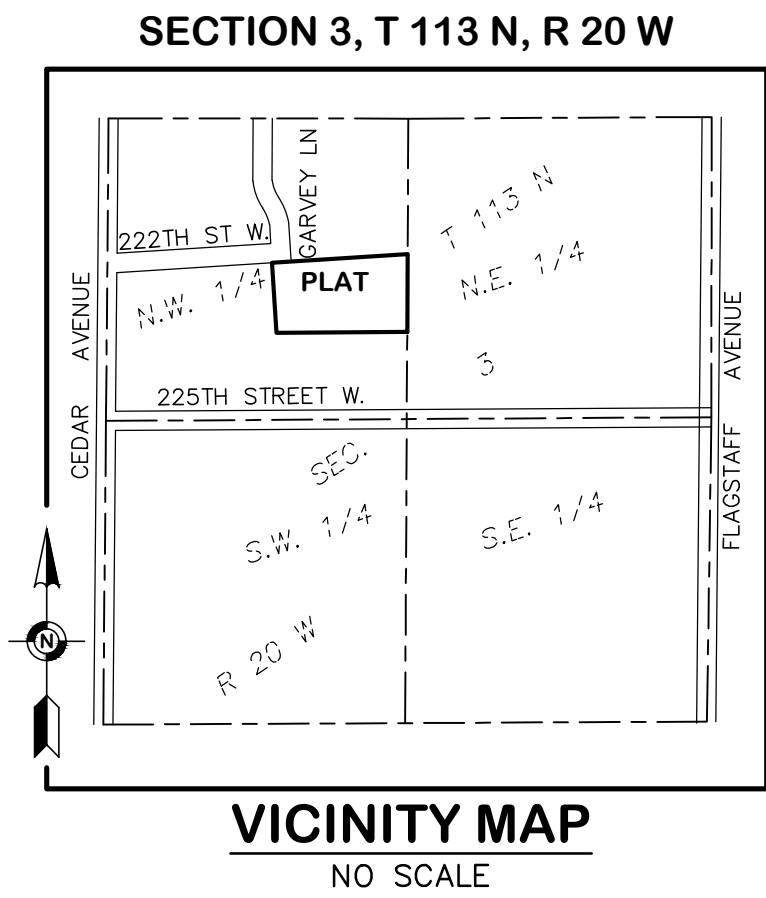
By: _____
Amy A. Koethe, Director,
Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of LAUNCH PARK FOURTH ADDITION was filed in the office of the County Recorder for public record this _____ day of _____, 2025, at _____ o'clock ____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

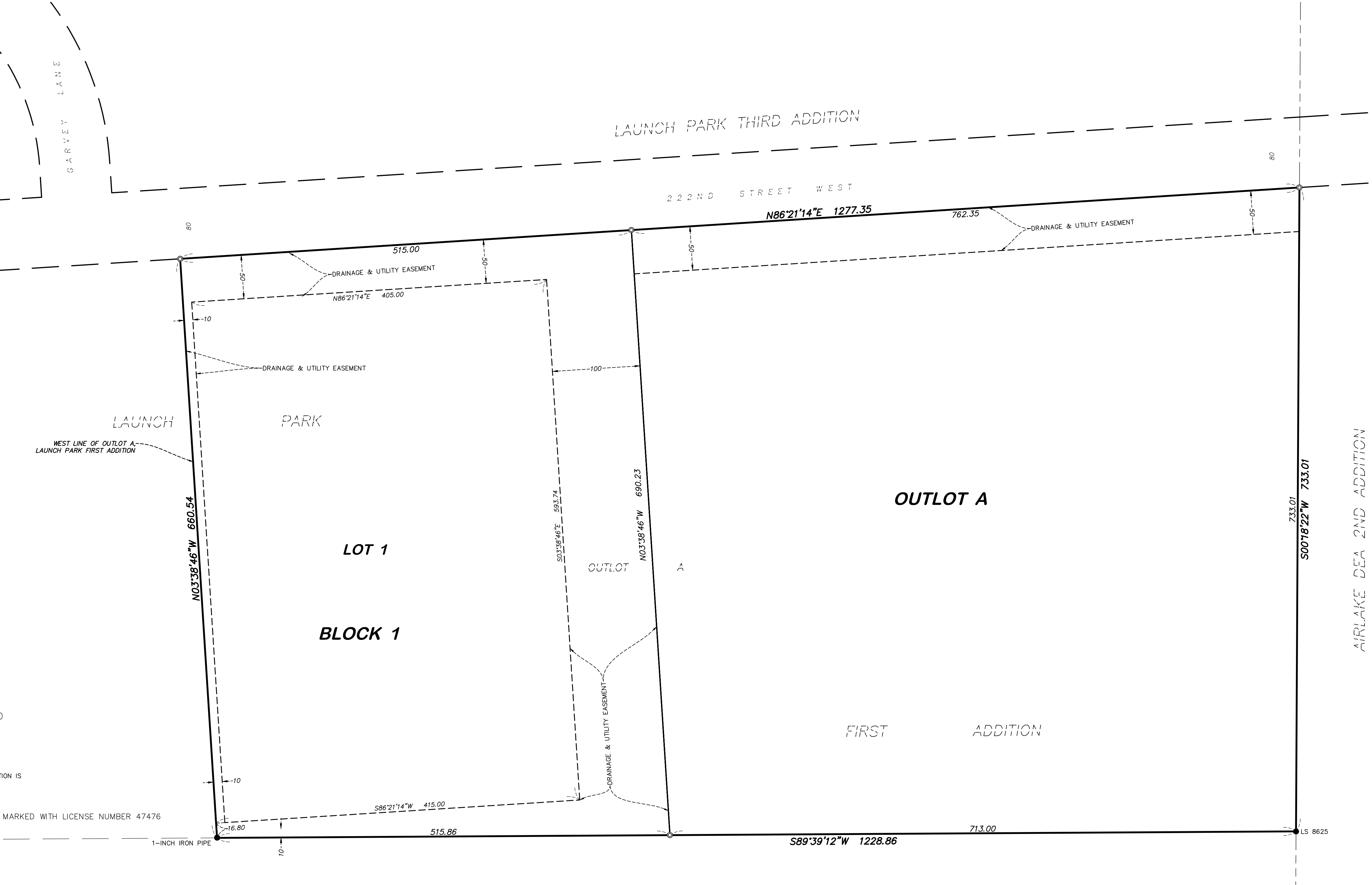
By: _____
Amy A. Koethe, County Recorder

LAUNCH PARK FOURTH ADDITION



THE WEST LINE OF OUTLOT A, LAUNCH PARK FIRST ADDITION IS ASSUMED TO BEAR N03°38'46"W

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





Airlake Airport

CEDAR AVE (CSAH 23)

220TH ST

GARVEY LN

Site Location

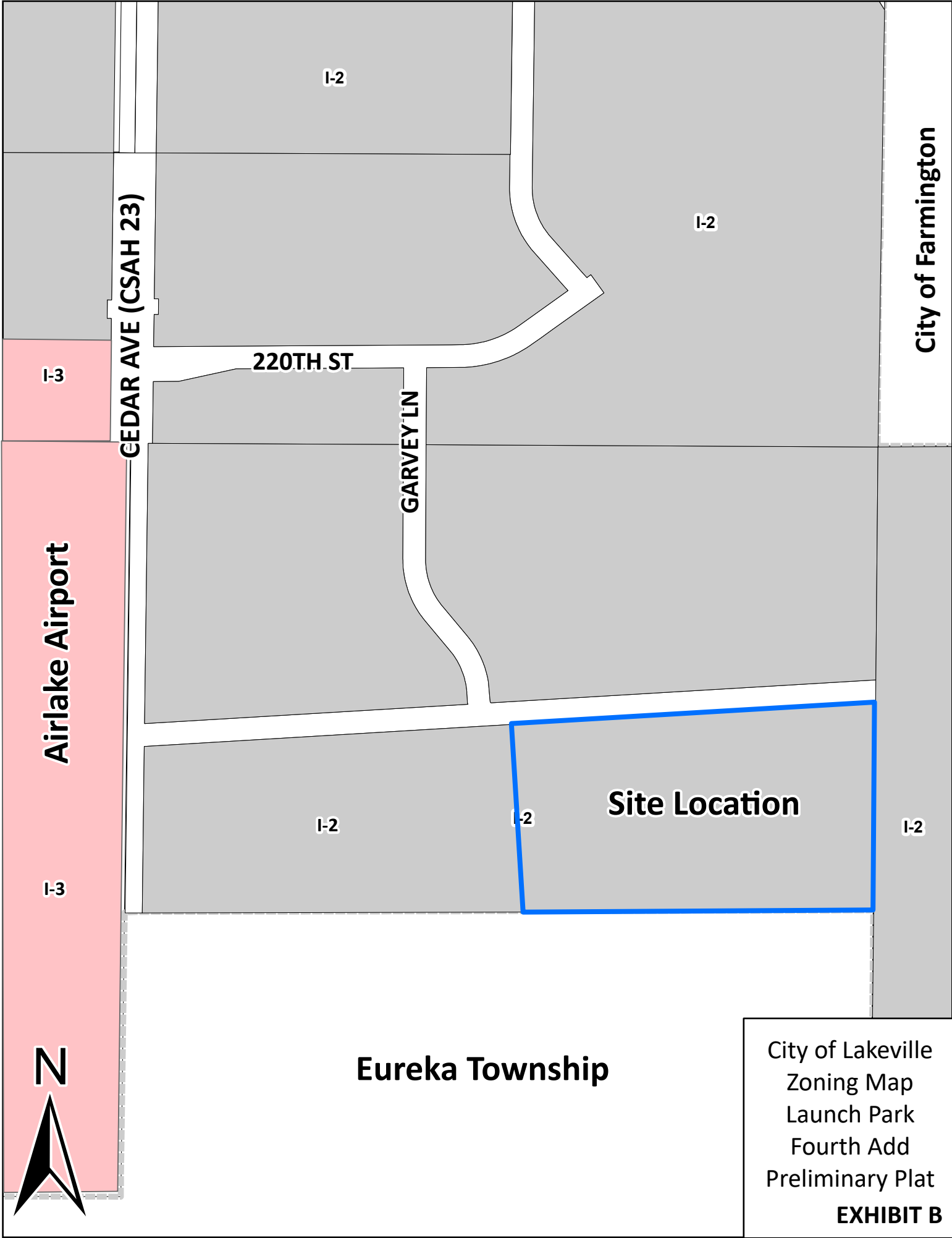
Eureka Township

225TH ST

City of Farmington

City of Lakeville
Location Map
Launch Park
Fourth Add
Preliminary Plat

EXHIBIT A



PRELIMINARY PLAT FOR:
Kimley Horn & Associates, Inc.

EXISTING LEGAL DESCRIPTION:

Outlot A, Launch Park First Addition, Dakota County, Minnesota.

PROPOSED LEGAL DESCRIPTIONS:

Lot 1, Block 1, Launch Park Fourth Addition, Dakota County, Minnesota.

AND

Outlot A, Launch Park Fourth Addition, Dakota County, Minnesota.

GENERAL SURVEY NOTES:

- The orientation of this bearing system is based on the Dakota County coordinate grid (NAD 83-2011 Adj.).
- The legal description and easement information used in the preparation of this survey is based on the Commitment for Title Insurance issued by Land Title, Inc., as agent for Old Republic National Title Insurance Company, Commitment No. 710824 dated April 14, 2025 at 7:00 am.
- The surveyed property has direct access to 222nd Street West, a public right of way.
- The address of the property described hereon is Unassigned, Lakeville, Minnesota 55402.
- The property described hereon lies within Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain) per Federal Insurance Rate Map No. 27037C 0214 E, dated December 12, 2011.
- Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us, by resident testimony, or by locations provided by Gopher State One Call, per Ticket No. 251192251. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Other utilities and services may be present and verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.

PROPOSED LOT SUMMARY:

Lot 1, Block 1:	347,824	Square Feet	7.98494	Acres
Outlot A:	524,403	Square Feet	12.03864	Acres
Total:	872,227	Square Feet	20.02358	Acres

OWNER/SUBDIVIDER:

Hat Trick Investments, LLC
2866 White Bear Avenue North
Maplewood, MN 55109
Attn: Dan Regan

LAND SURVEYOR:

Egan, Field & Nowak, Inc.
475 Old Highway 8, Suite 200
New Brighton, MN 55112
Attn: Eric Roeser, LS

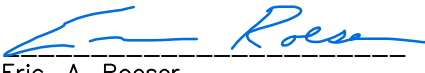
CIVIL ENGINEER:

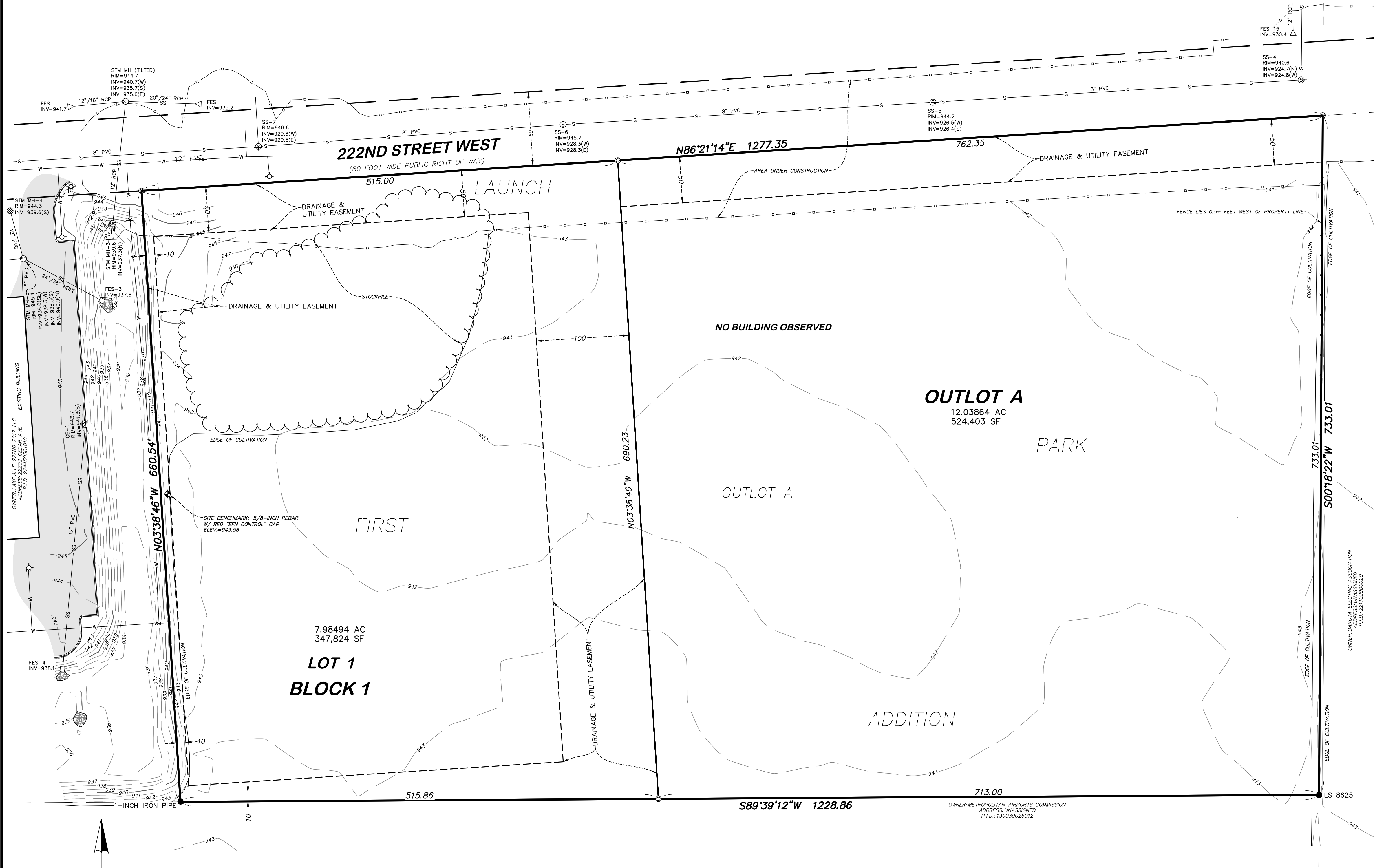
Kimley Horn
11995 Singletree Lane, Suite 225
Eden Prairie, MN 55344
Attn: Brian Wurdeman, PE

CERTIFICATION:

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

Date of survey: May 5, 2025.
Date of signature: August 28, 2025


Eric. A. Roeser
Minnesota License No. 47476
eroeser@efnsurvey.com



LEGEND:

- FOUND IRON MONUMENT
- ⊙ SET IRON MONUMENT MARKED WITH LICENSE NUMBER 47476
- ⊙ SANITARY MANHOLE
- ⊙ STORM MANHOLE
- ⊙ OVERFLOW CONTROL STRUCTURE
- ⊙ CATCH BASIN
- ⊙ FLARED END SECTION
- ⊙ CULVERT
- ⊙ GATE VALVE
- ⊙ HYDRANT
- ⊙ LIGHT
- COMMUNICATION BOX
- SIGN
- WOOD FENCE
- SS STORM SEWER
- S SANITARY SEWER
- W WATERMAIN
- 920 EXISTING CONTOUR LINE
- BITUMINOUS SURFACE
- RIP RAP SURFACE

GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 251192251.

CITY OF LAKEVILLE
DAKOTA ELECTRIC
ENTERPRISE PRODUCTS OPERATING
FRONTIER COMMUNICATIONS
MINNESOTA ENERGY RESOURCES
NORTHERN NATURAL GAS

FIELD BOOK	PAGE	FIELDWORK CHIEF:	REVISIONS
		LH	NO. DATE DESCRIPTION
		DRAWN BY: DAV	
DRAWING NAME:		CHECKED BY: EAR	
42639 Preliminary Plat Launch Park Fourth Addition			
JOB NO. 42639			
FILE NO. 5859_DAK81			

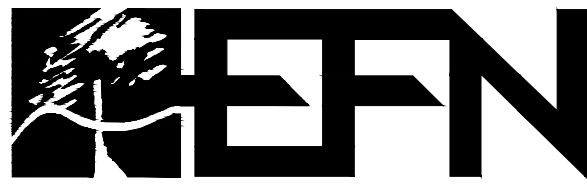
PRELIMINARY PLAT OF
LAUNCH PARK FOURTH ADDITION

SURVEY FOR:

Kimley Horn & Associates, Inc.

PROPERTY ADDRESS:

222nd Street W & Garvey Lane
Lakeville, Minnesota 55024
Dakota County Tax PID 224450500010

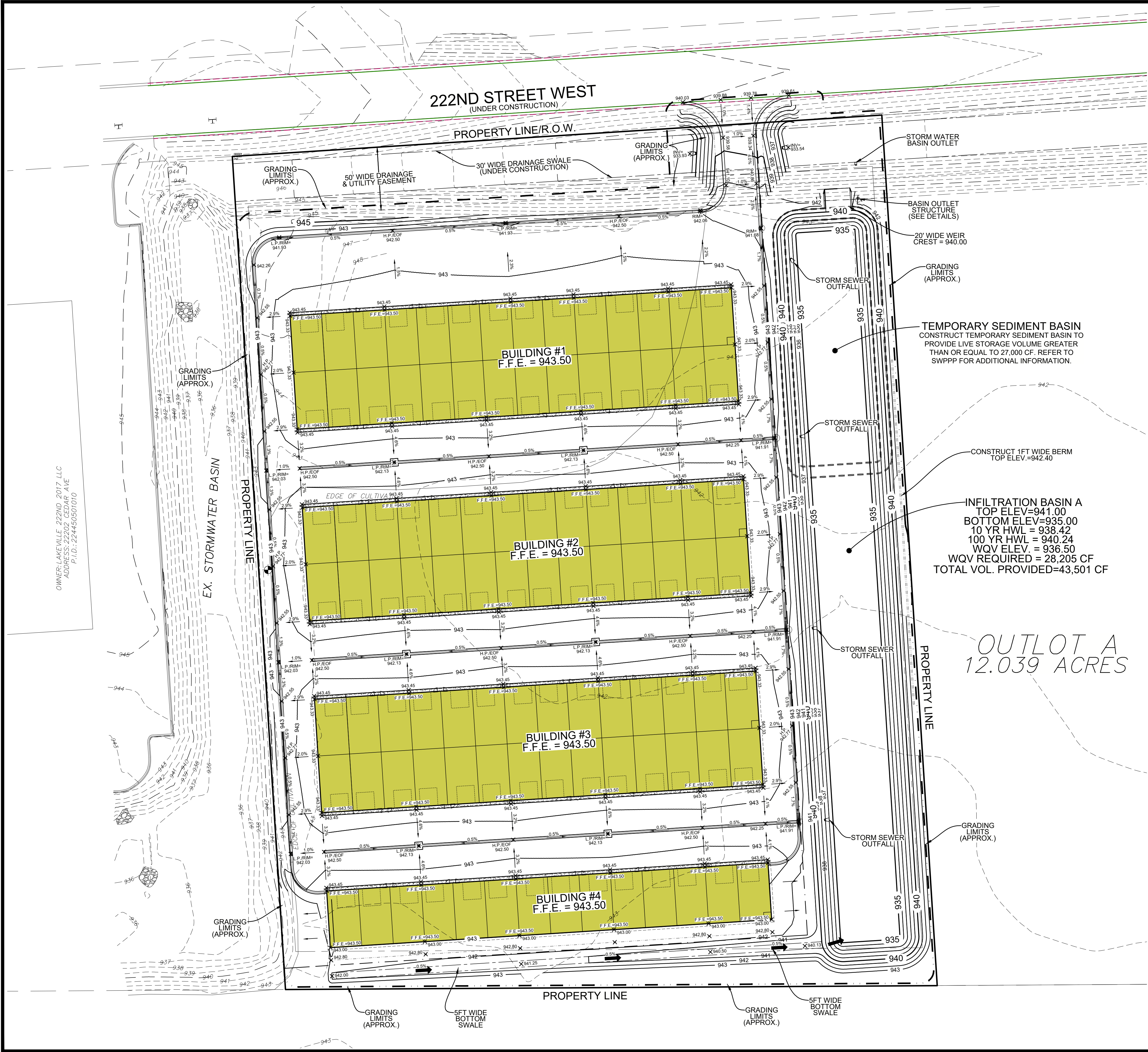


Egan, Field & Nowak, Inc.
land surveyors since 1872

475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM

COPYRIGHT © 2025 BY EGAN, FIELD & NOWAK, INC.

PROJECT:	LAKEVILLE FLEXSPACE LAKEVILLE FLEXSPACE, LLC.	CITY OF LAKEVILLE, DAKOTA COUNTY, MN	SHEET NO.	C3.0	SITE PLAN	 Auth•Consulting / associates <i>SKN Land Surveying a division of A/C/a</i>	CORPORATE OFFICE 408 Technology Drive East Suite A Mendota, WI 53551 Tel 715-292-8400 Fax 715-292-8400 authconsulting.com BRANCH OFFICE 2920 Police Street, Suite 101 Milwaukee, WI 53016 Tel 715-981-9277	DRAWING PHASE:	DRAWN BY: ZPF /JVF	
							OWNER REVIEW	CHECKED BY: ZPF		
X	AGENCY REVIEW	DATE: 07/01/25								
	BID DOCUMENT	DWG FILE: C3.0								
	FOR CONSTRUCTION	REF FILE: ----								
	AS-BUILT DOCUMENT	JOB NUMBER: 5339--007								
		RELEASED FOR REVIEW	ZPF	07/08/25						
		REVISION DESCRIPTION:	NAME:	DATE:						
		REVISED PER CITY COMMENTS	ZPF	08/28/25						



OWNER: LAKEVILLE 222ND 2017, LLC
ADDRESS: 22202 CEDAR AVE
P.I.D.: 224450501010

LEGEND

PROPERTY BOUNDARY LINE

EXISTING 5FT CONTOURS

EXISTING 1FT CONTOURS

PROPOSED 5FT CONTOURS

PROPOSED 1FT CONTOURS

APPROXIMATE GRADING LIMITS

BENCHMARK

PROPOSED BUILDINGS

PROPOSED FINISHED GRADE SPOT ELEVATIONS
(ALL CURB SPOT ELEVATION SHOWN ARE AT CURB FLOWLINE UNLESS OTHERWISE NOTED)

PROPOSED FINISHED GRADE SURFACE DRAINAGE

H.P. = HIGH POINT GRADE ELEVATION
L.P. = LOW POINT GRADE ELEVATION
F.F.E. = FINISHED FLOOR ELEVATION
EOF = EMERGENCY OVERFLOW

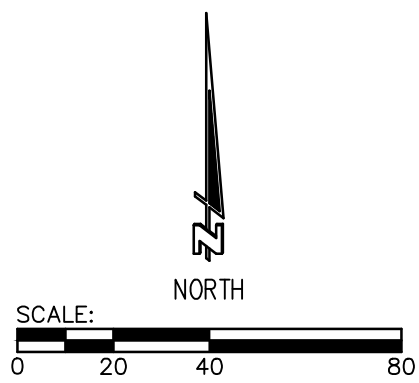
TEMPORARY SEDIMENT BASIN (APPROXIMATE)

GRADING NOTES

1. REFER TO SHEET C1.1 - "GENERAL NOTES" FOR GRADING NOTES.

INFILTRATION BASIN A
TOP ELEV=941.00
BOTTOM ELEV=935.00
10 YR HWL = 938.42
100 YR HWL = 940.24
WQV ELEV. = 936.50
WQV REQUIRED = 28,205 CF
TOTAL VOL. PROVIDED=43,501 CF

OUTLOT A
12.039 ACRES



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Zachary P. Fagan
ZACHARY P. FAGAN
DATE: 08/28/2025 REG. NO. 47252

PROJECT: LAKEVILLE FLEXSPACE
LAKEVILLE FLEXSPACE, LLC.
CITY OF LAKEVILLE, DAKOTA COUNTY, MN

SHEET NO. C4.0

BRANCH OFFICE
2020 Polaris Street
Suite 101
Hudson, WI 54016
Tel 715-981-5277
authconsulting.com

CORPORATE OFFICE
408 Technology Drive East
Suite 101
Menomonee, WI 54751
Tel 715-282-8480
authconsulting.com

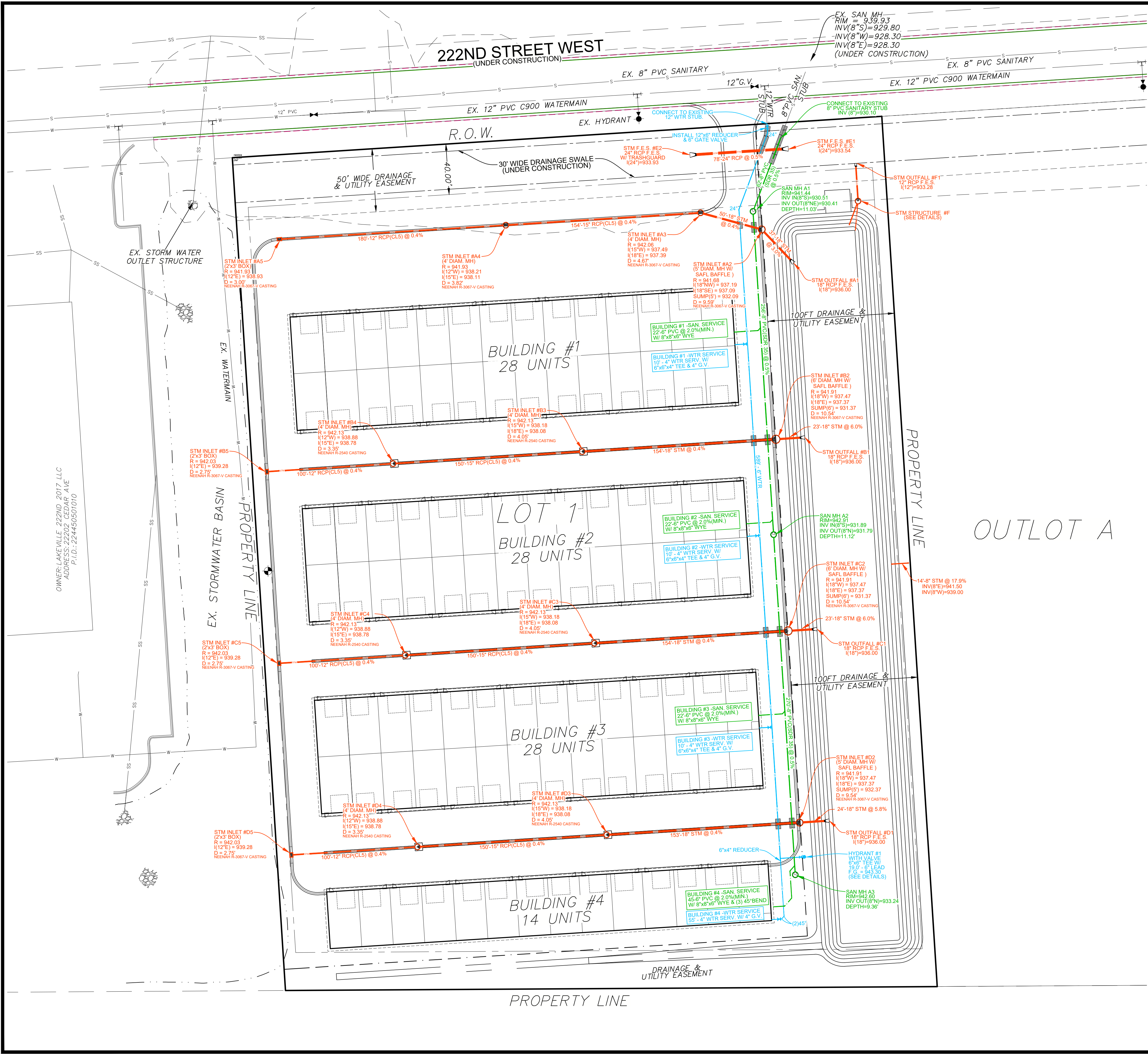
A.C/a
Auth Consulting/associates
S&L Land Surveying a division of A.C/a

DRAWING PHASE:

OWNER REVIEW	OWNER: ZPF
AGENCY REVIEW	DATE: 07/01/25
BID DOCUMENT	DWG FILE: C4.0
FOR CONSTRUCTION	REF FILE: ---
AS-BUILT DOCUMENT	JOB NUMBER: 5339-007

REVISIONS:

NO.	DATE	DESCRIPTION
1	08/28/25	ZPF
2	07/08/25	ZPF



LEGEND

PROPERTY BOUNDARY LINE

STM

EXISTING STORM SEWER

S.S.

EXISTING SANITARY SEWER

W

EXISTING WATERMAIN

G

EXISTING UNDERGROUND GAS LINE

OE

EXISTING OVERHEAD ELECTRIC LINE

E

EXISTING ELECTRIC LINE

T

EXISTING TELEPHONE LINE

EXISTING POWER POLE

EXISTING HYDRANT AND VALVE

EXISTING CATCH BASIN

EXISTING SANITARY SEWER

PROPOSED BUILDINGS

PROPOSED STORM SEWER

PROPOSED SANITARY SEWER

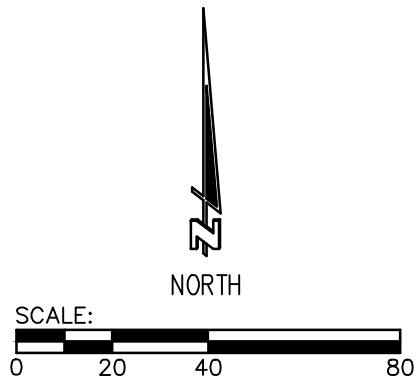
PROPOSED WATER MAIN

PROPOSED INSULATION

STORM WATER UTILITY EASEMENT

UTILITY NOTES

1. REFER TO SHEET C1.1 - "GENERAL NOTES" FOR GENERAL UTILITY, SANITARY SEWER, WATER AND STORM SEWER NOTES.



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Zachary P. Fagan

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DATE: 08/28/2025 REG. NO. 47252

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LAKEVILLE FLEXSPACE, LLC.
CITY OF LAKEVILLE, DAKOTA COUNTY, MN

SHEET NO.

C6.0

BRANCH OFFICE

2820 Polaris Street
Suite 100
Bloomington, MN 55416
Tel 715-981-5277
authconsulting.com

CORPORATE OFFICE

408 Technology Drive East
Suite 100
Menomonee, WI 54751
Tel 715-282-8480
authconsulting.com

Auth Consulting/associates

S&L Land Surveying a division of A.C/a

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OWNER REVIEW

AGENCY REVIEW

BID DOCUMENT

FOR CONSTRUCTION

AS-BUILT DOCUMENT

DRAWN BY:

ZPF/JVF

CHECKED BY:

ZPF

DATE:

07/01/25

DWG FILE:

C7.0

REF FILE:

JOB NUMBER:

5339-007

REVISION DESCRIPTION:

REVISED PER CITY COMMENTS

ZPF

08/28/25

RELEASED FOR REVIEW

ZPF

07/08/25

NAME:

DATE:

LIGHTING LEGEND

- RECESSED 2x4 FIXTURE

RECESSED 2x2 FIXTURE

INDICATES NIGHTLIGHT FIXTURE

INDICATES EMERGENCY FIXTURE

INDICATES EMERGENCY/NIGHTLIGHT FIXTURE

SURFACE MOUNT 1x4 FIXTURE

HIGH BAY 2x4 FIXTURE

SURFACE WALL MOUNTED FIXTURE

SURFACE CEILING MOUNT FIXTURE

RECESSED DOWNLIGHT OR DISC FIXTURE

SURFACE WALL MOUNTED FIXTURE

SURFACE MOUNTED FIXTURE

SURFACE MOUNTED PENDANT FIXTURE

OUTSIDE POLE-MOUNT LIGHT FIXTURE

EXTERIOR GROUND MOUNTED LIGHT FIXTURE

EMERGENCY LIGHTING FIXTURE

LED EXIT SIGN-SHADED AREA INDICATES ILLUMINATED FACE

LED EXIT/EMERGENCY SIGN-SHADED AREA INDICATES ILLUMINATED FACE

EXTERIOR EMERGENCY EGRESS LIGHT

SINGLE POLE SWITCH

2-POLE SWITCH

3-WAY SWITCH

4-WAY SWITCH

WALL MOUNTED SINGLE LEVEL OCCUPANCY SENSOR - SEE SCHEDULE

WALL MOUNTED DUAL LEVEL OCCUPANCY SENSOR - SEE SCHEDULE

CEILING MOUNTED OCCUPANCY SENSOR - SEE SCHEDULE

INDICATES FIXTURE TO REMAIN ON FOR SECURITY PURPOSES

INDICATES LIGHT FIXTURE SWITCH-LEGS

INDICATES PANEL AND CIRCUIT NUMBER

INDICATES LIGHT FIXTURE TYPE

INDICATES EXISTING FIXTURE

INDICATES RELOCATED FIXTURE

INDICATES FIXTURE CONTROLLED BY TIMECLOCK

INDICATES FIXTURE ON EMERGENCY OR STANDBY POWER

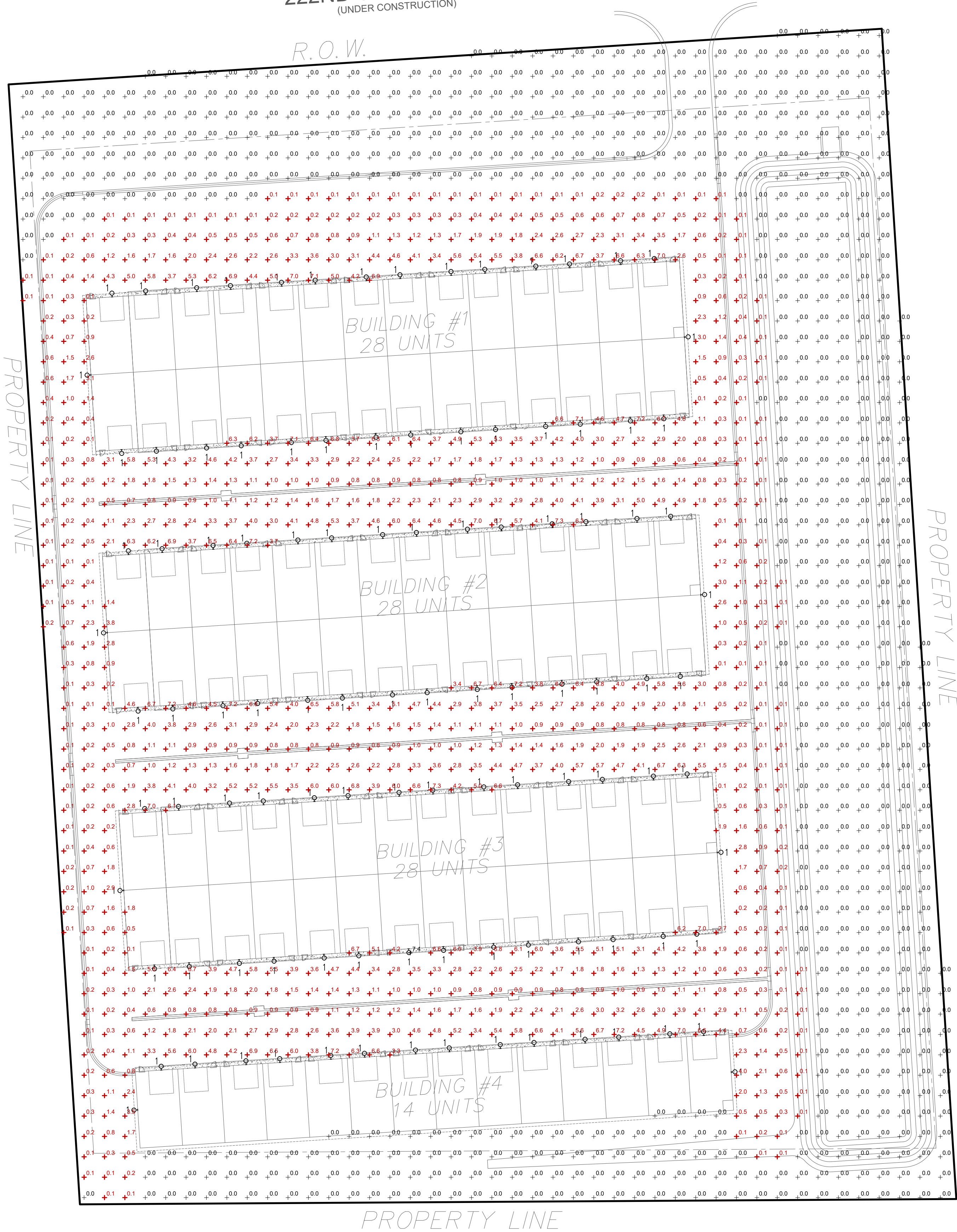
LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	CATALOG NUMBER	LAMPS	VOLTAGE	WATTS	DESCRIPTION	NOTES
1	RAB	SLIM17FA30ADJ	LED	120V	30W	LED WALL PACK, 3,813 LUMEN, 4000K, 70 CRI	-

GENERAL NOTES:

- PROVIDE ALL REQUIRED MOUNTING ACCESSORIES TO INSTALL A COMPLETE FINISHED AND OPERABLE LIGHTING SYSTEM TO THE OWNERS SATISFACTION.
- FIXTURES ON GABLE ENDS TO BE MOUNTED AT 25' ABOVE GRADE, FIXTURES ABOVE OVERHEAD DOORS TO BE MOUNTED AT 16' ABOVE GRADE.

222ND STREET WEST
(UNDER CONSTRUCTION)



SITE LIGHTING PLAN

SCALE: 1" = 40'

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Timothy J. Auth II
TIMOTHY J. AUTH II

DATE: 07/07/2025

REG. NO. 63538

PROJECT:

LAKEVILLE FLEX SPACE
ALPHABET PROPERTIES, LLC.
CITY OF LAKEVILLE, DAKOTA COUNTY, MN

SHEET NO.

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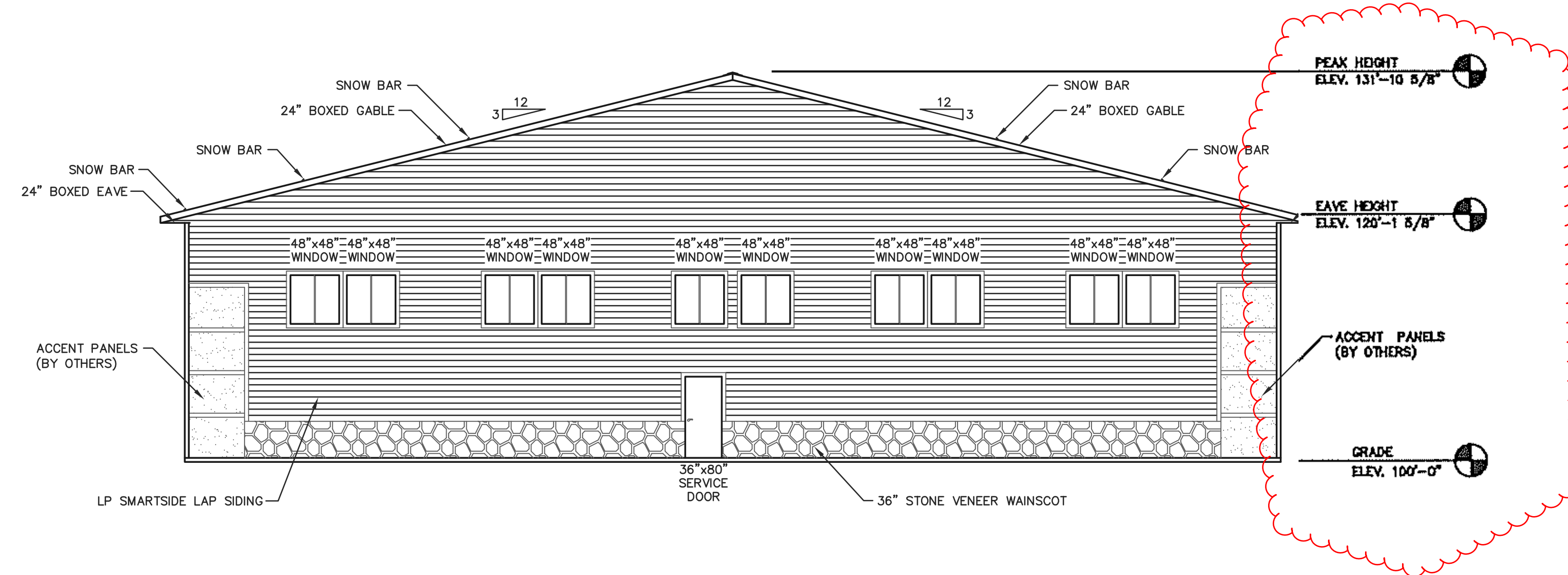
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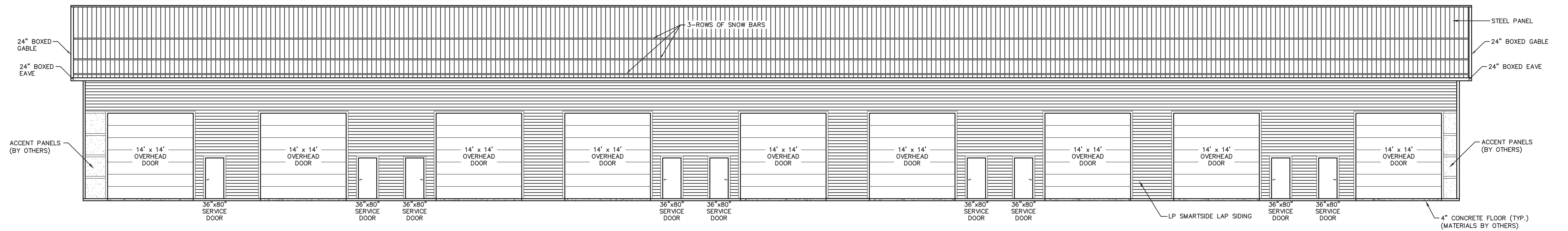
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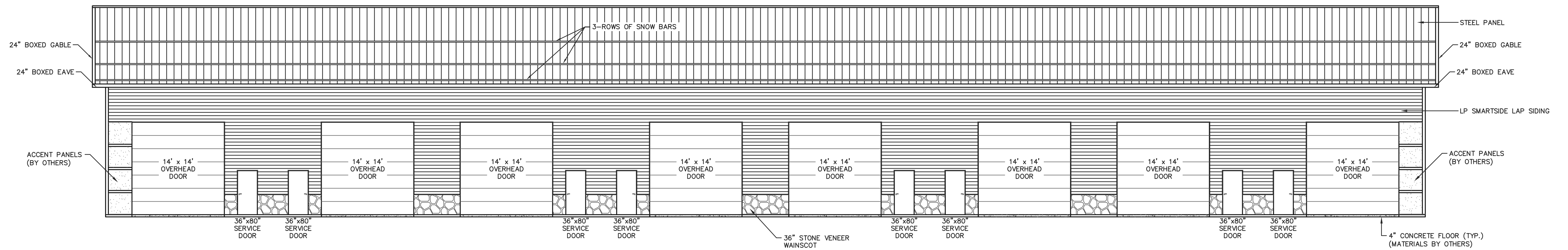
LAKEVILLE FLEX SPACE
ALPHABET PROPERTIES, LLC.
CITY OF



PUBLIC FACING ENDWALL



NON-PUBLIC FACING SIDEWALL



PUBLIC FACING SIDEWALL



① Stone/Faux Stone Wainscot

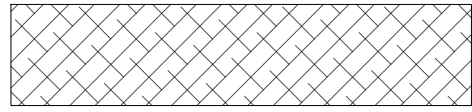


② Cement Bd Siding (Horizontal)

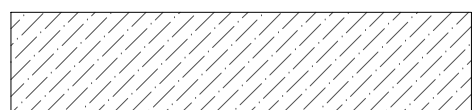
P.L.D.: 224450501010



LEGEND



SEED w/ MNDOT WET DITCH (WD)
SEED MIX (TYP.)



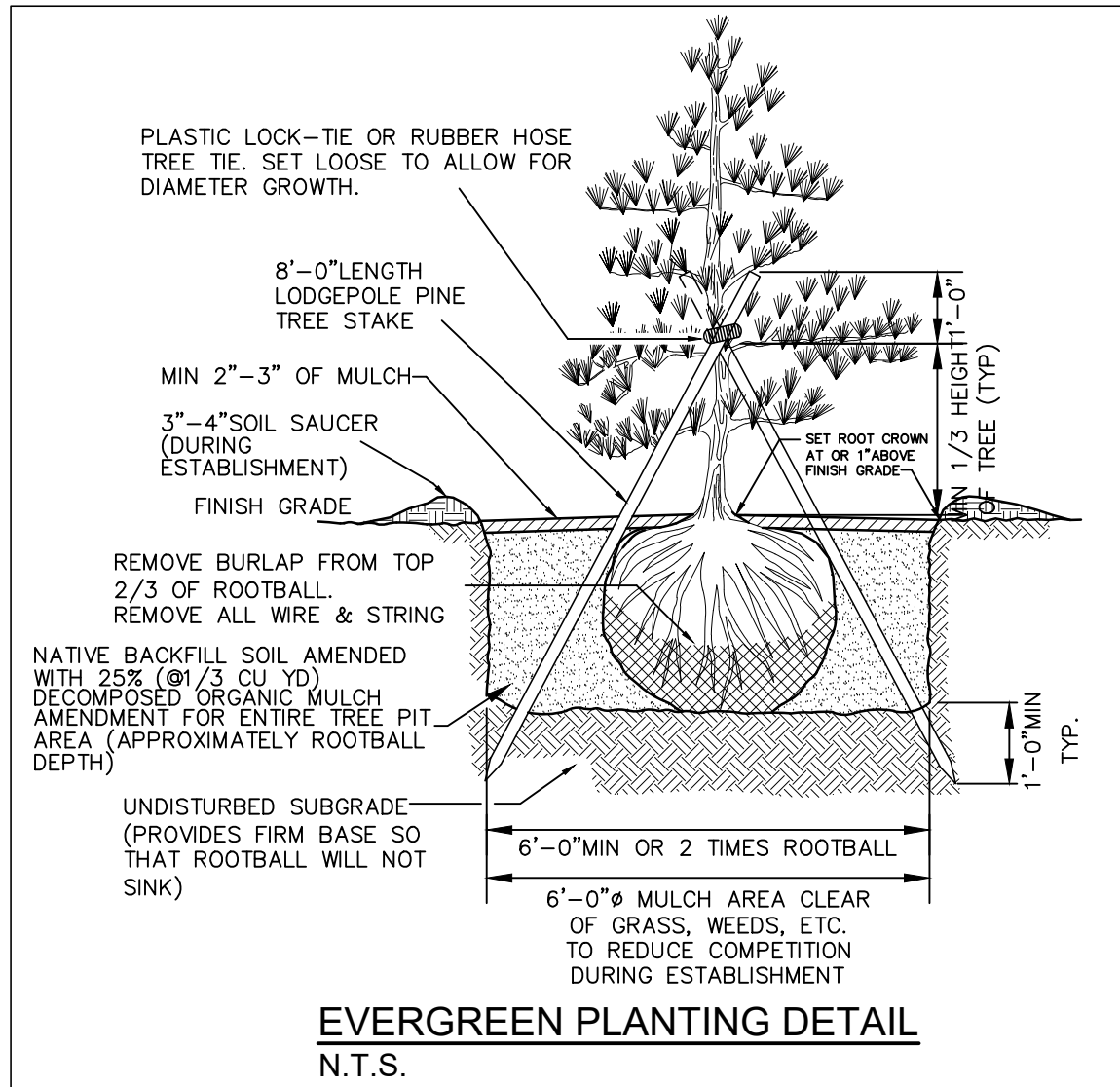
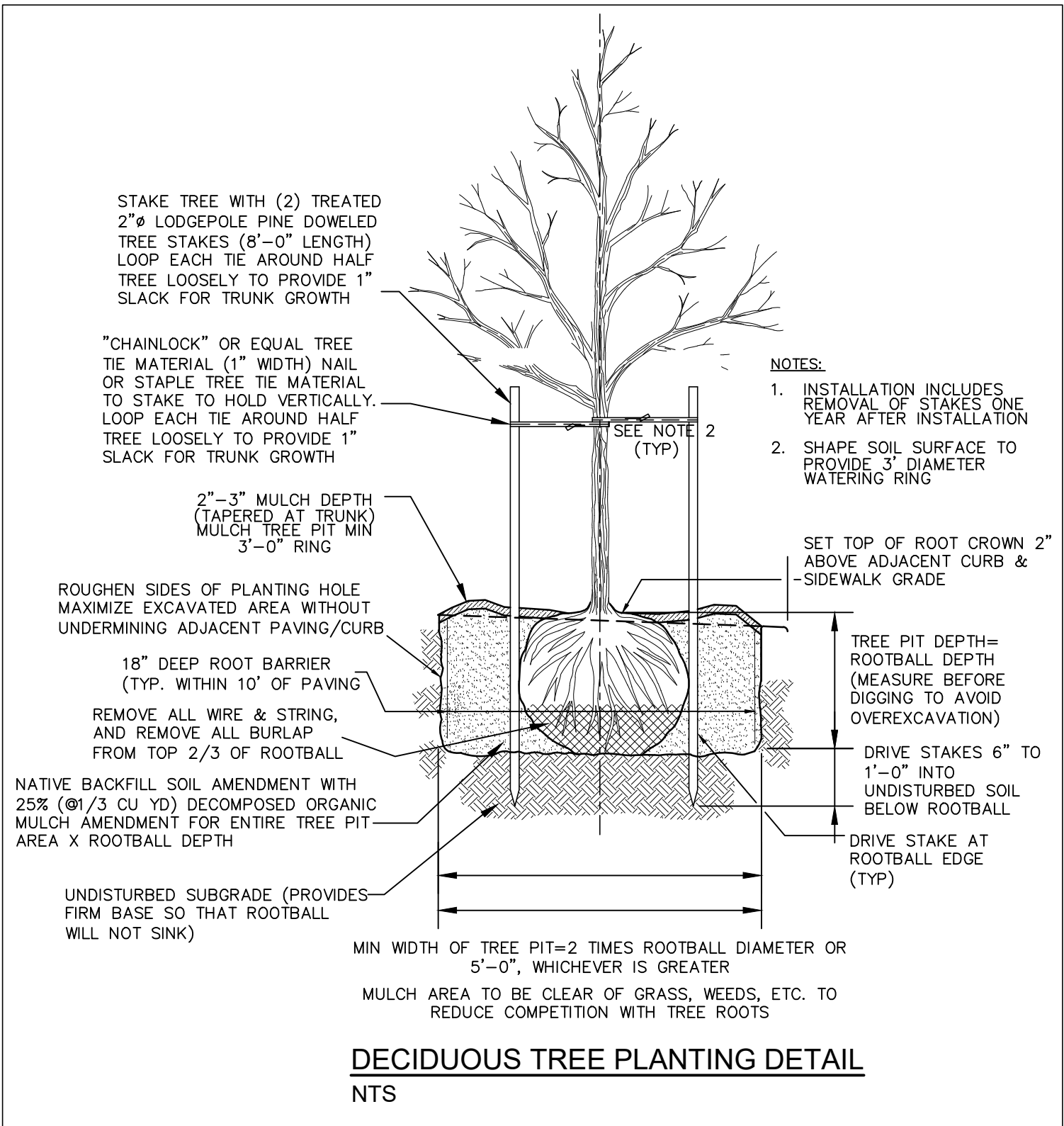
SEED w/ MNDOT SOUTHERN
BOULEVARD (SB) SEED MIX (TYP.)



SCREENING TREE
(DECIDUOUS)



SCREENING TREE
(EVERGREEN)



LANDSCAPE PLANTING SCHEDULE

Code	Qty	Common / Botanical Name	Size
CO	2	Common Hackberry/Celtis Occidentalis	2.5" BB
AS	2	Sienna Glen Maple/Acer Freemanii 'Sienna'	2.5" BB
QR	2	Red Oak/Quercus Rubra	2.5" BB
AN	2	Northwood Maple/Acer Rubrum 'Northwood'	2.5" BB
PG	4	Black Hills Spruce/Picea Glauca 'Densata'	6' HT BB
PP	3	Colorado Spruce/Picea Pungens	6' HT BB

PROJECT:
LAKEVILLE FLEXSPACE
LAKEVILLE FLEXSPACE, LLC.
CITY OF LAKEVILLE, DAKOTA COUNTY, MN

BRANCH OFFICE
2820 Polaris Street
Suite 101
Hudson, WI 54016
Tel 715-381-5277
authconsulting.com

CORPORATE OFFICE
408 Technology Drive East
Suite 101
Menomonee, WI 54751
Tel 715-282-8480
authconsulting.com

A.C/a

Auth•Consulting/associates
S&L Land Surveying a division of A C/a

LANDSCAPE PLAN

SHEET NO.
L1.0

DATE:
07/08/25

DRAWING PHASE:
OWNER REVIEW
X
AGENCY REVIEW
BID DOCUMENT
FOR CONSTRUCTION
AS-BUILT DOCUMENT

DRAWN BY: ZPF/JVF
CHECKED BY: ZPF
DATE: 07/01/25
DWG FILE: C4.0
REF FILE: ----
JOB NUMBER: 5339-007

REVISED PER CITY COMMENTS ZPF 09/30/25
REVISED PER CITY COMMENTS ZPF 09/24/25
REVISED PER CITY COMMENTS ZPF 08/28/25
RELEASED FOR REVIEW ZPF 07/08/25
REVISION DESCRIPTION: NAME:

Page 869 of 899



Date: 10/6/2025

Spirit of Brandtjen Farm Commercial 7th Addition Preliminary and Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the Spirit of Brandtjen Farm Commercial 7th Addition preliminary and final plat, and 2) a resolution vacating a public drainage and utility easement.

Overview

Representatives from MSP Pilot Knob LLC are requesting approval of the Spirit of Brandtjen Farm Commercial 7th Addition preliminary and final plat of one lot and one outlot to allow the construction of a 9,205 square foot commercial building to house Grow Pediatrics clinic and additional tenant space and the vacation of an underlying public drainage and utility easement that is being processed in conjunction with the preliminary and final plat. The site is located south of 160th Street (CSAH 46) and east of Pilot Knob Road (CSAH 31), directly south of Valvoline Instant Oil Change and north of Hy-Vee.

The Planning Commission held a public hearing on the Spirit of Brandtjen Farm Commercial 7th Addition preliminary and final plat and easement vacation at their September 4, 2025 meeting and unanimously recommended approval. There was no public comment.

Supporting Information

1. Plat and Vacation Resolutions
2. September 4, 2025 Planning Commission meeting minutes
3. August 25, 2025 Memos and exhibits

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Kris Jenson, Planning Manager

(Reserved for Dakota County Recording Information)

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT OF
SPIRIT OF BRANDTJEN FARM COMMERCIAL 7TH ADDITION**

WHEREAS, the owner of the plat described as **SPIRIT OF BRANDTJEN FARM COMMERCIAL 7TH ADDITION** has requested preliminary and final plat approval; and

WHEREAS, the preliminary and final plat was reviewed by the Planning Commission and the Parks, Recreation and Natural Resources Committee and recommended for approval; and

WHEREAS, the preliminary and final plat meets Subdivision Ordinance requirements and is consistent with the Spirit of Brandtjen Farm Master Planned Unit Development Stage Plan Agreement dated October 17, 2005.

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

1. The preliminary and final plat of **SPIRIT OF BRANDTJEN FARM COMMERCIAL 7TH ADDITION** is hereby approved subject to City Council approval of the development contract and security requirements.
2. The Mayor and City Clerk are hereby directed to sign the final plat mylars.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 6th day of October 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-_____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 6th day of October 2025 as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(SEAL)

Drafted by:
City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044

(Reserved for Dakota County Recording Information)

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

RESOLUTION VACATING A PUBLIC DRAINAGE AND UTILITY EASEMENT

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

WHEREAS, the City Council has determined that it is in the public interest to approve the public drainage and utility easement vacation.

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

1. The following public drainage and utility easement is hereby vacated:

(see attached Exhibit A)

2. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 6th day of October 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-_____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 6th day of October 2025, as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(SEAL)

Drafted by:
City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044

EXHIBIT A

Description of Drainage and Utility Easement to be Vacated

All those drainage and utility easements as dedicated in the recorded plat of SPIRIT OF BRANDTJEN FARM COMMERCIAL 1ST ADDITION, Dakota County Minnesota, lying within that part of OUTLOT A, said plat, which lies easterly of the recorded plats of SPIRIT OF BRANDTJEN FARM COMMERCIAL 3RD ADDITION, SPIRIT OF BRANDTJEN FARM COMMERCIAL 4TH ADDITION, and SPIRIT OF BRANDTJEN FARM COMMERCIAL 5TH ADDITION, Dakota County, Minnesota, and which lies westerly and southerly of the recorded plat of SPIRIT OF BRANDTJEN FARM COMMERCIAL 6TH ADDITION, Dakota County, Minnesota.

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
September 4, 2025

Vice Chair Einck called the meeting to order at 6:00 p.m. in the Council Chambers at City Hall. The Pledge of Allegiance to the flag was given.

Members Present: Vice Chair Scott Einck, Pat Kaluza, John Swaney, Jason Swenson, Amanda Tinsley, Mark Traffas, Alternate Dylan Duckworth, Ex-Officio Jeff Hansen

Members Absent: Christine Zimmer

Staff Present: Kris Jenson, Planning Manager; Jon Nelson, Assistant City Engineer; Dawn Erickson, Community Development Recorder.

3. Approval of the Meeting Minutes

The August 7, 2025 Planning Commission meeting minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson stated there were no announcements.

5a. Spirit of Brandtjen Farm Commercial 7th Addition

Vice Chair Einck opened the public hearing to consider the application of MSP Pilot Knob, LLC for a preliminary and final plat and PUD development stage plans of one commercial lot and the vacation of public drainage and utility easements.

Rodney Hintz with MSP Commercial introduced the project. Steve Paetzel from Mohagen Architecture and Brian Nygard from Civil Site Group were also in attendance.

Ms. Jenson presented the staff report, stating MSP Pilot Knob, LLC have submitted applications for a preliminary and final plat to be known as Spirit of Brandtjen Farm Commercial 7th Addition for one commercial lot and one outlot as well as the vacation of public drainage and utility easements for the development of a multi-tenant building. The subject property is currently a 2.95 acre outlot within the Spirit of Brandtjen Farm (SBF) commercial area and is zoned PUD, Planned Unit Development. The property is located south of 160th Street (CSAH 46) and east of Pilot Knob Road.

The SBF Commercial 7th Addition preliminary and final plat and site development plans have been reviewed by Engineering and Environment Resources Division staff as well as the City Forester.

Vice Chair Einck opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Swaney to close the public hearing at 6:08 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Vice Chair Einck asked for comments from the Planning Commission.

- Commissioner Kaluza expressed his support for the project.

Motion was made by Swaney, seconded by Tinsley to recommend to City Council approval of the Spirit of Brandtjen Farm Commercial 7th Addition preliminary and final plat, PUD Development Stage Plan and easement vacation, subject to the following stipulations:

1. Implementation of the recommendations listed in the August 25, 2025 engineering report.
2. The site shall be developed according to the plans approved by the City Council.
3. All rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
4. The City Forester has reviewed and approved the landscape plan dated June 25, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
5. A \$22,609.50 financial security shall be submitted to guarantee installation of the approved landscaping.
6. Park dedication of \$5,400 as a cash in lieu fee, in accordance with the SBF Master PUD Agreement, must be paid at the time of final plat approval.
7. Exterior lighting shall have a 90-degree horizontal cutoff and shall be limited to a height of 35 feet or less in compliance with Section 11-16-17 of the Zoning Ordinance.
8. Snow storage shall not occur within required parking spaces.

Ayes: Traffas, Kaluza, Einck, Duckworth, Swaney, Swenson, Tinsley

Nays: 0

There being no further business the meeting was adjourned at 6:09 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: August 25, 2025
Subject: Packet Material for the September 4, 2025 Planning Commission Meeting

Agenda

- Item:** Spirit of Brandtjen Farm Commercial 7th Addition
1. Preliminary and final plat and PUD development stage plans of one commercial lot to be known as Spirit of Brandtjen Farm Commercial 7th Addition.
 2. Vacation of public drainage and utility easements.

Application Action Deadline: November 11, 2025

BACKGROUND

MSP Pilot Knob, LLC have submitted applications for a preliminary and final plat to be known as Spirit of Brandtjen Farm Commercial 7th Addition for one commercial lot and one outlot as well as the vacation of public drainage and utility easements for the development of a multi-tenant building, of which Grow Pediatrics will be a tenant. The plat is 2.95 acres in area. The subject property is currently an outlot within the Spirit of Brandtjen Farm (SBF) commercial area and is zoned PUD, Planned Unit Development. The SBF PUD was approved in 2005 and the property is located south of 160th Street (CSAH 46) and east of Pilot Knob Road.

The SBF Commercial 7th Addition preliminary and final plat and site development plans have been reviewed by Engineering and Environment Resources Division staff as well as the City Forester.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. SBF Land Use Plan
- D. Preliminary Plat
- E. Final Plat
- F. Site Plan
- G. Landscape Plan
- H. Exterior materials
- I. Easement Vacation

STAFF ANALYSIS

PRELIMINARY AND FINAL PLAT

Comprehensive Plan. The SBF Commercial 7th Addition property is located in Planning District 3, Northeast Lakeville, and is guided for commercial uses in the 2040 Comprehensive Land Use Plan. The proposed commercial use is consistent with the commercial designation of the Comprehensive Land Use Plan.

Zoning. The SBF Commercial 7th Addition property is zoned PUD, Planned Unit Development District. The SBF Land Use Plan, attached as Exhibit C, guides the site for mixed use development based on the uses allowed in the O-R, Office/Residential Transition District and the C-3, General Commercial District. Development of a multi-tenant building is consistent with the SBF Land Use Plan.

Surrounding Land Uses and Zoning

- North – Valvoline Oil Change (PUD District)
- South – Hy-Vee (PUD District)
- East – Petsmart (PUD District)
- West – Undeveloped land (PUD District)

Consistency with the Capital Improvement Plan (CIP). No public street construction or other public funded infrastructure construction is proposed with the SBF Commercial 7th Addition final plat. All streets, sanitary sewer, water and storm sewer improvements required for the area of the SBF Commercial 7th Addition were installed by the developer with the SBF Commercial development in 2015.

Lots/Blocks. The SBF Commercial 7th Addition final plat proposes one lot and one outlot on one block. The SBF PUD District does not require minimum area or width for lots being platted. The subject site is 43,672 square feet in area (1.00 acre) and is 226 feet wide.

Outlot. There is one outlot in the SBF Commercial 7th Addition plat. Outlot A is intended for future development and will be retained by the property owner.

Access. The site is proposed to be accessed by a private drive that extends across Outlot A, SBF Commercial 1st Addition, extending east to Elmhurst Drive. No new public street construction is proposed with this plat. Existing sidewalks will be extended along the west and south property lines to provide additional pedestrian access through the site.

Grading, Drainage, Erosion Control, and Utilities. Grading, drainage and erosion control plans have been submitted with the SBF Commercial 7th Addition preliminary plat. Jon Nelson, Assistant City Engineer and Maria Friedges, Environmental Resources Specialist have reviewed the site, grading, drainage and erosion control, and utility plans. A copy of the engineering report dated August 25, 2025 is attached for your review. The Engineering Division recommends approval of the preliminary and final plat subject to the recommendations outlined in the report.

Tree Preservation. There are no significant trees located on the subject property.

Wetlands. There are no wetlands located on the subject property.

Park Dedication. Lot 1, Block 1 as shown on the preliminary and final plat is subject to park dedication requirements at the time of final plat approval. The park dedication requirements will be met as a cash fee in lieu of land at \$5,400 per acre for commercial uses in accordance with the SBF Master PUD Agreement. Lot 1, Block 1 is one acre in area for a park dedication fee of \$5,400.

SITE PLAN

Use. A 9,205 square foot, single level building is proposed to be constructed. Grow Pediatrics clinic is shown to be occupying 5,000 square feet on the east side of the building. The remainder of the building is designed to accommodate one or two users. Medical offices are consistent with the SBF Land Use Plan.

Setbacks. The SBF PUD uses the C-3, General Commercial District as the base zoning for the the SBF Commercial Area, which allows 10-foot setbacks to side or rear property lines not adjacent to public right of way. The proposed building is setback 10 feet from the north property line and 15 feet from the east property line, in compliance with the setback requirements.

Parking. The proposed 9,205 square foot building requires 41 parking spaces, taking into account the allowable 10% gross floor area credit and the requirement for one parking space per 200 square feet of floor area. The site plan proposes 51 parking spaces along the south and west sides of the site, including three handicap accessible spaces divided among the two front entrances. The proposed parking spaces and drive aisle dimensions and configurations comply with the requirements of the Zoning Ordinance. Parking aisles will be 24 feet in width and parking stall dimensions will be nine feet in width and 18 feet in length, which is permitted when the space accommodates two feet for a vehicle overhang. Snow storage may not occur within required parking spaces.

Circulation/Loading Area. Access to the site will be from the private drive along the west side of the site. A second driveway access that will be signed for trash hauler access only, is located at the

northwest corner of the site. No direct driveway access to primary east-west private drive is proposed. There is a recorded access and utility easement over Outlot A to benefit Lot 1, Block 1, SBF Commercial 7th Addition.

Landscaping. The landscape plan proposes overstory trees along the west and south sides of the site, foundation plantings on three sides of the building, and plantings at the drive entrance. Remaining areas will be sodded and in-ground irrigation installed. The Developer must provide a security of \$22,609.50 to be paid at the time of final plat to guarantee installation of the landscaping. The City Forester has reviewed and approved the landscape plan dated June 25, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.

Building Height. The primary building height is 19 feet, with parapets of varying heights, up to 22 feet, which complies with Zoning Ordinance requirements.

Building Exterior. The primary exterior building materials are black and white brick and fiber cement panels. Brick, glazing and cast stone make up 66% of the building's exterior materials. The remainder of the building is Grade C fiber cement and metal trim (34%), and all materials proposed comply with Zoning Ordinance requirements. The contracting materials colors are used to create a block effect that breaks up the façade of the building.

Trash Enclosure. Trash for the site will be stored inside the building, at the northwest corner of the building.

Signs. Wall signs are proposed at each entrance point, which is permitted by ordinance. A sign permit is required to be issued prior to the installation of any signs on site.

Exterior Lighting. Three parking lot lights are proposed for the site, each with a maximum height of 30 feet. The remainder of the site lighting is mounted on the building. The photometric plan indicates that the proposed light levels complies with Zoning Ordinance requirements. All lighting fixtures shall contain a cutoff which directs the light at an angle of 90 degrees or less. All building mounted lighting must face downward onto the structure.

Mechanical Equipment. Roof screening is indicated on the building elevations plans. Ground-mounted mechanical equipment must be screened with landscaping and/or fencing.

Snow Storage. Snow storage may not take place in required parking spaces.

EASEMENT VACATION

The platted drainage and utility easements within the parent parcel are proposed to be vacated. Lot 1, Block 1 includes perimeter drainage and utility easements, while the necessary easements for Outlot A will be temporary until such time that the property is platted in lots and blocks.

RECOMMENDATION

Community Development Department staff recommends approval of the Spirit of Brandtjen Farm Commercial 7th Addition preliminary and final plat, PUD Development Stage Plan and easement vacation, subject to the following stipulations:

1. Implementation of the recommendations listed in the August 25, 2025 engineering report.
2. The site shall be developed according to the plans approved by the City Council.
3. All rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
4. The City Forester has reviewed and approved the landscape plan dated June 25, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
5. A \$22,609.50 financial security shall be submitted to guarantee installation of the approved landscaping.
6. Park dedication of \$5,400 as a cash in lieu fee, in accordance with the SBF Master PUD Agreement, must be paid at the time of final plat approval.
7. Exterior lighting shall have a 90-degree horizontal cutoff and shall be limited to a height of 35 feet or less in compliance with Section 11-16-17 of the Zoning Ordinance.
8. Snow storage shall not occur within required parking spaces.

CITY OF APPLE VALLEY

160TH ST (CSAH 46)

PILOT KNOB RD (CSAH 31)

Proposed
plat
boundary

Building
Site

Hy-Vee
Grocery

162ND ST

City of Lakeville
Spirit of Brandtjen Farm
Commercial 7th Add.
Site Location Map

EXHIBIT A

CITY OF APPLE VALLEY

160TH ST (CSAH 46)

PILOT KNOB RD (CSAH 31)

Plat boundary

Building Site

PUD

PUD

ELMNURST LN

PUD

162ND ST

P/OS

PUD

P/OS

City of Lakeville
Spirit of Brandtjen Farm
Commercial 7th Add.
Zoning Map
EXHIBIT B

Spirit

OF BRANDTJEN FARM™



www.HOMESOFSPIRIT.com

16972 Brandtjen Farm Drive
Lakeville, MN 55044

info@homesofspirit.com

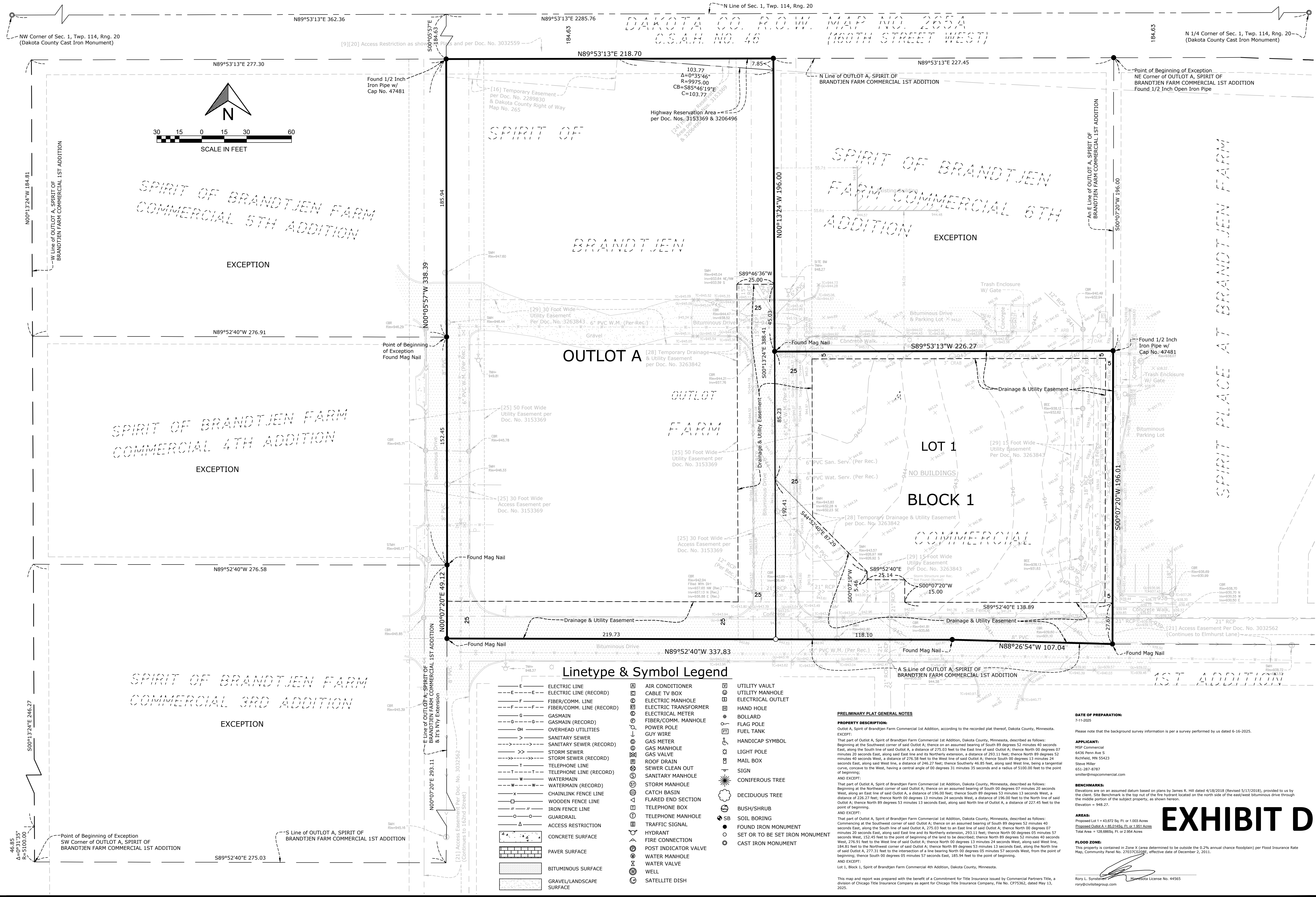
952.322.8700



EXHIBIT C

This site plan is a conceptual drawing and merely an artist rendition used for illustrative purposes and may not reflect actual measurements/alignment.
See New Home Consultant for current pricing, features, amenities and lot availability. Copyright infringement could result in legal prosecution under federal copyright law.

PRELIMINARY PLAT: SPIRIT OF BRANDTJEN FARM COMMERCIAL 7TH ADDITION

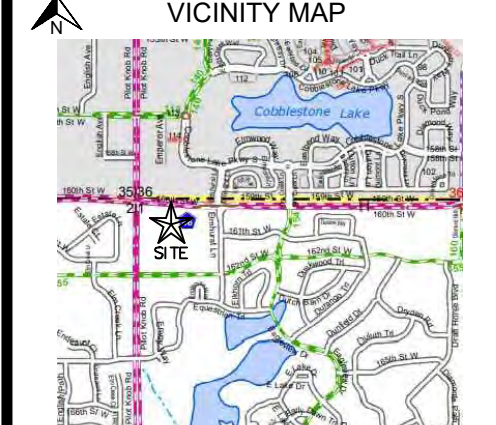


PROJECT
Part of Outlot A,
Spirit of Brandtjen Farm Commercial
1st Addition
Address Unassigned, 160th Street West, Lakeville, Dakota County, Minnesota 55044
CLIENT
MSP Commercial
6436 Penn Avenue S, Richfield, MN 55423

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

RORY L. SYNSTELIEN
DATE 7-11-2025 LICENSE NO. 44565

QA/QC	
FIELD CREW	CJ
DRAWN BY	CJ
REVIEWED BY	RS
UPDATED BY	



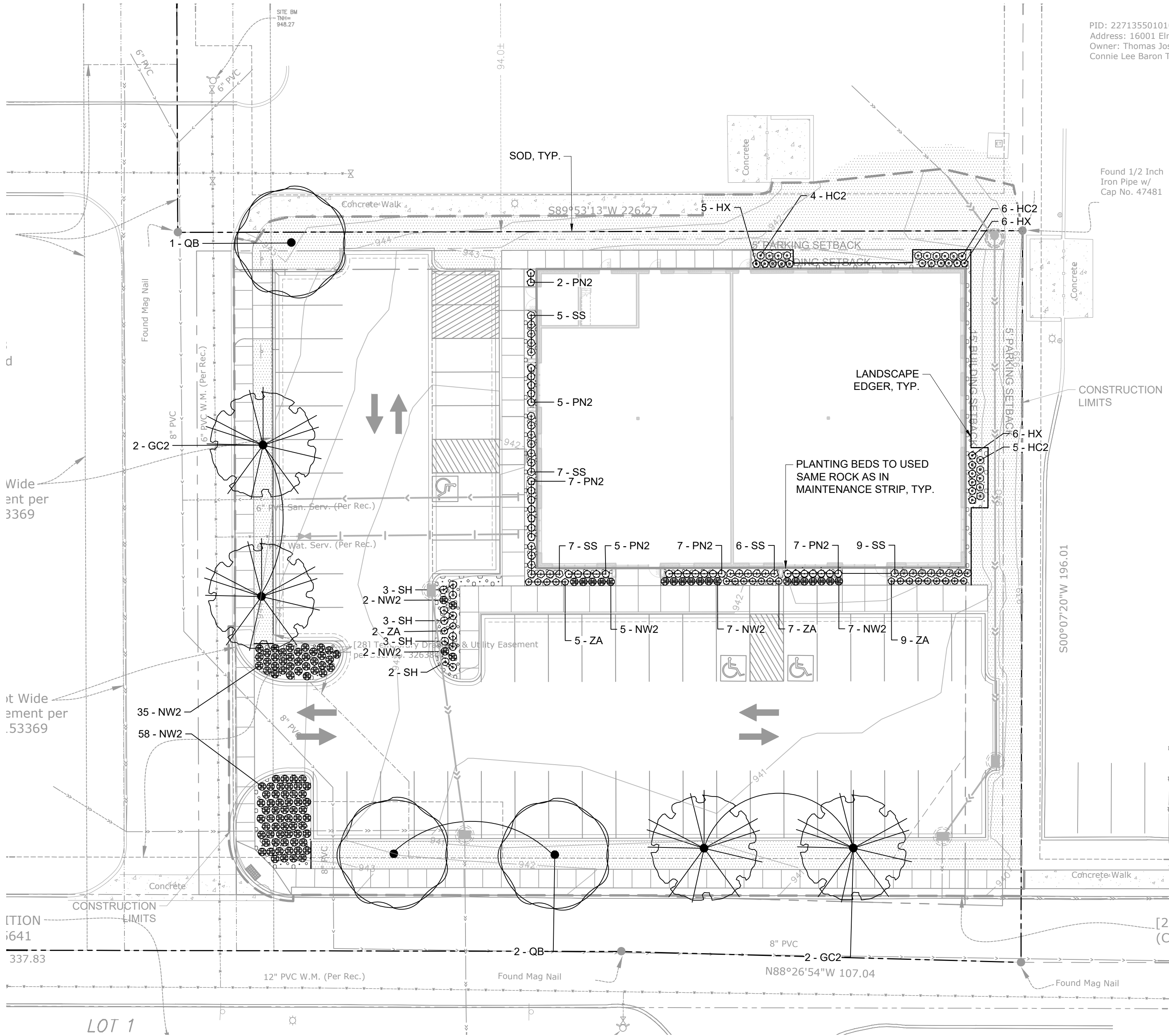
REVISION SUMMARY	
DATE	DESCRIPTION

PROJECT NO. - 25104

PRELIMINARY PLAT

EXHIBIT D
V2.0
©COPYRIGHT 2025 CIVIL SITE GROUP INC.





PID: 22713550101C
Address: 16001 Eln
Owner: Thomas Jos
Connie Lee Baron T

Found 1/2" Inch
Iron Pipe w/
Cap No. 47481

PLANT SCHEDULE: TREES, SHRUBS AND PERENNIALS

CODE	COMMON / BOTANICAL NAME	QTY	CONT	NATIVE PLANTS	POLLINATOR FRIENDLY
TREES					
GC2	True North™ Kentucky Coffeetree / Gymnocladus dioica 'UMNSynergy'	4	2.5" Cal. B&B	NATIVE CULTIVAR	N
QB	Prairie Stature Oak / Quercus x bimundorm 'Midwest'	3	2.5" Cal. B&B	NOT NATIVE	Y
SUBTOTAL:		7			

CODE	COMMON / BOTANICAL NAME	QTY	SIZE	NATIVE PLANTS	POLLINATOR FRIENDLY
GRASSES					
PN2	Shenandoah Switch Grass / Panicum virgatum 'Shenandoah'	33	36" HT.	NATIVE CULTIVAR	Y
SS	Standing Ovation Little Bluestem Grass / Schizachyrium scoparium 'Standing Ovation'	34	24" HT.	NATIVE CULTIVAR	Y
SH	Prairie Dropseed / Sporobolus heterolepis	11	18" HT.	NATIVE	Y
SUBTOTAL:		78			

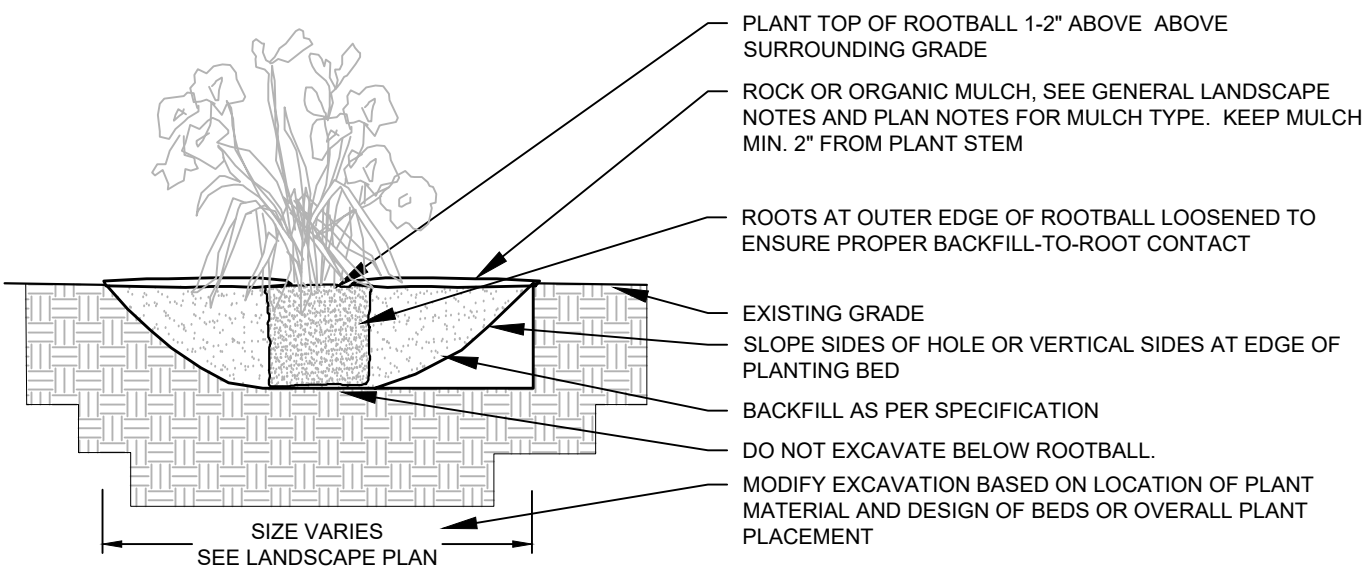
CODE	COMMON / BOTANICAL NAME	QTY	SIZE	NATIVE PLANTS	POLLINATOR FRIENDLY
PERENNIALS					
HX	Sunday Gloves Daylily / Hemerocallis x 'Sunday Gloves'	17	24" HT.	NOT NATIVE	Y
HC2	Coral Bells / Heuchera x 'Cajun Fire'	15	18" HT.	NOT NATIVE	Y
NW2	Walkers Low Catmint / Nepeta x faassenii 'Walkers Low'	116	18" HT.	NOT NATIVE	Y
ZA	Golden Alexander / Zizia aurea	23	18" HT.	NATIVE	Y
SUBTOTAL:		171			

GROUND COVER SCHEDULE

SYMBOL	COMMON / BOTANICAL NAME	QTY	SIZE
--------	-------------------------	-----	------

MAINTENANCE STRIP			
ROCK MAINTENANCE STRIP / ROCK MAINTENANCE STRIP 1.5" DECORATIVE SCREENED ROCK/STONE INSTALLED 3" DEEP OVER GEOTEXTILE FABRIC. PROVIDE EDGING AS SHOWN ON LANDSCAPE PLAN.		1,198 sf	Mulch
SUBTOTAL:		1,198 sf	

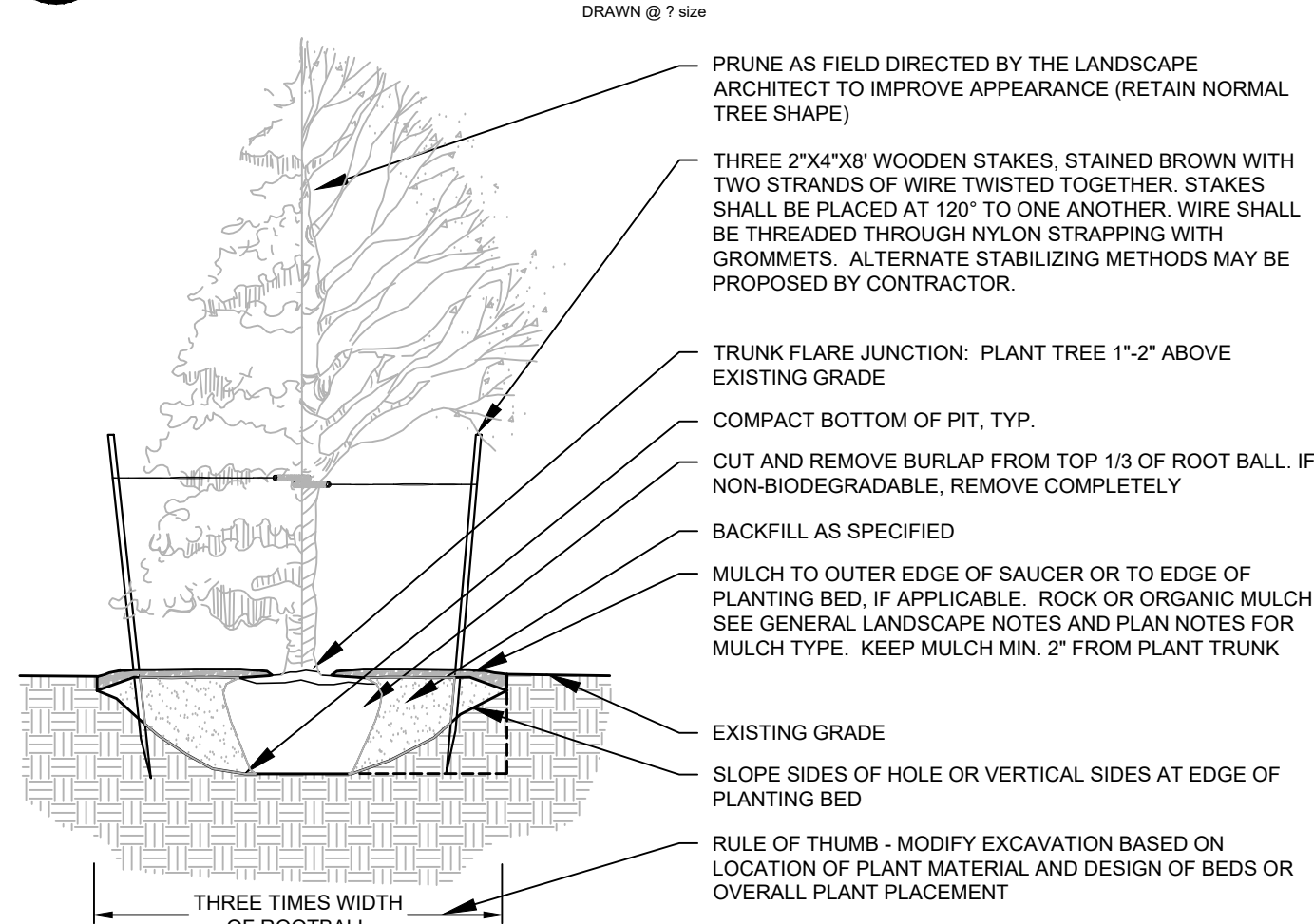
SOD			
BLUE GRASS SOD / SOD BLUE GRASS SOD W/IMPROVED VARIETIES, INSTALLED ON PREPARED SOIL, CONTAINING 6" OF TOPSOIL W/MINIMUM 4% ORGANICS BY WEIGHT. SCARIFIED AND EVENLY GRADED. BIG ROLL PREFERRED FOR LARGER AREAS.		6,847 sf	Sod
SUBTOTAL:		6,847 sf	



PERENNIAL BED PLANTING

DRAWN @ 7/32

AGGREGATE MAINTENANCE STRIP



DECIDUOUS & CONIFEROUS TREE PLANTING

LANDSCAPE NOTES:

- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- REFERENCE MULCH SCHEDULE FOR MULCH MATERIALS AND LOCATIONS.
- ALL TREES SHALL BE MULCHED WITH SHREDDED HARDWOOD MULCH TO OUTER EDGE OF SAUCER OR TO EDGE OF PLANTING BED, IF APPLICABLE. ALL MULCH SHALL BE KEPT WITHIN A MINIMUM OF 2" FROM TREE TRUNK.
- IF SHOWN ON PLAN, RANDOM SIZED LIMESTONE BOULDERS COLOR AND SIZE TO COMPLIMENT NEW LANDSCAPING. OWNER TO APPROVE BOULDER SAMPLES PRIOR TO INSTALLATION.
- PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMPNESS OF PLANT MATERIAL FOR DURATION OF ACCEPTANCE PERIOD.
- UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
- CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR TWO (2) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 6" LAYER TOPSOIL AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES, LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
- REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
- CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.

IRRIGATION NOTES:

- ENTIRE SITE SHALL BE FULLY IRRIGATED. THE CONTRACTOR SHALL SUBMIT IRRIGATION SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
- CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.
- SEE MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS FOR IRRIGATION WATER, METER, AND POWER CONNECTIONS.
- CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND/ABOVE GROUND FACILITIES PRIOR TO ANY EXCAVATION/INSTALLATION. ANY DAMAGE TO UNDERGROUND/ABOVE GROUND FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COSTS ASSOCIATED WITH CORRECTING DAMAGES SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
- SERVICE EQUIPMENT AND INSTALLATION SHALL BE PER LOCAL UTILITY COMPANY STANDARDS AND SHALL BE PER NATIONAL AND LOCAL CODES. EXACT LOCATION OF SERVICE EQUIPMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT OR EQUIVALENT AT THE JOB SITE.
- CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY FOR THE PROPOSED ELECTRICAL SERVICE AND METERING FACILITIES.
- IRRIGATION WATER LINE CONNECTION SIZE IS 1-1/2" AT BUILDING. VERIFY WITH MECHANICAL PLANS.
- ALL MAIN LINES SHALL BE 18" BELOW FINISHED GRADE.
- ALL LATERAL LINES SHALL BE 12" BELLOW FINISHED GRADE.
- ALL EXPOSED PVC RISERS, IF ANY, SHALL BE GRAY IN COLOR.
- CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISHED GRADE OF THE TOP OF PAVEMENT. EXTEND SLEEVES TO 2'-0" BEYOND PAVEMENT.
- CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELED" TO 2'-0" ABOVE FINISHED GRADE AND CAPPED.
- FABRICATE ALL PIPE TO MANUFACTURE'S SPECIFICATIONS WITH CLEAN AND SQUARE CUT JOINTS. USE QUALITY GRADE PRIMER AND SOLVENT CEMENT FORMULATED FOR INTENDED TYPE OF CONNECTION.
- BACKFILL ALL TRENCHES WITH SOIL FREE OF SHARP OBJECTS AND DEBRIS.
- ALL VALVE BOXES AND COVERS SHALL BE BLACK IN COLOR.
- GROUP VALVE BOXES TOGETHER FOR EASE WHEN SERVICE IS REQUIRED. LOCATE IN PLANT BED AREAS WHENEVER POSSIBLE.
- IRRIGATION CONTROLLER LOCATION SHALL BE VERIFIED ON-SITE WITH OWNER'S REPRESENTATIVE.
- CONTROL WIRES: 14 GAUGE DIRECT BURIAL, SOLID COPPER IRRIGATION WIRE. RUN UNDER MAIN LINE. USE MOISTURE-PROOF SPLICES AND SPLICE ONLY AT VALVES OR PULL BOXES. RUN SEPARATE HOT AND COMMON WIRE TO EACH VALVE AND ONE (1) SPARE WIRE AND GROUND TO FURTHEST VALVE FROM CONTROLLER. LABEL OR COLOR CODE ALL WIRES.
- AVOID OVER SPRAY ON BUILDINGS, PAVEMENT, WALLS AND ROADWAYS BY INDIVIDUALLY ADJUSTING RADIUS OR ARC ON SPRINKLER HEADS AND FLOW CONTROL ON AUTOMATIC VALVE.
- ADJUST PRESSURE REGULATING VALVES FOR OPTIMUM PRESSURE ON SITE.
- USE SCREENS ON ALL HEADS.
- A SET OF AS-BUILT DRAWINGS SHALL BE MAINTAINED ON-SITE AT ALL TIMES IN AN UPDATED CONDITION.
- ALL PIPE 3" AND OVER SHALL HAVE THRUST BLOCKING AT EACH TURN.
- ALL AUTOMATIC REMOTE CONTROL VALVES WILL HAVE 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL UNDERNEATH VALVE AND VALVE BOX. GRAVEL SHALL EXTENT 3" BEYOND PERIMETER OF VALVE BOX.
- THERE SHALL BE 3" MINIMUM SPACE BETWEEN BOTTOM OF VALVE BOX COVER AND TOP OF VALVE STRUCTURE.

MULCH SCHEDULE					
AREA	MULCH TYPE	EDGING	FABRIC	REMARKS	
TREE RINGS	4" DEPTH, SHREDDED HARDWOOD	YES	NO	SEE DETAIL SHT. L1.1	
PLANTING BEDS	3" DECORATIVE ROCK MULCH	YES	NO		
MAINT. STRIP AT BUILDING FOUNDATION	3" DECORATIVE ROCK MULCH	NA	NA		
NOTE: COORDINATE ALL MULCH AND PLANTING BED MATERIAL PRIOR TO INSTALLATION, PROVIDE SAMPLES AND SHOP DRAWINGS/PHOTOS/DATA SHEETS OF ALL MATERIALS					

LANDSCAPE PLAN LEGEND:

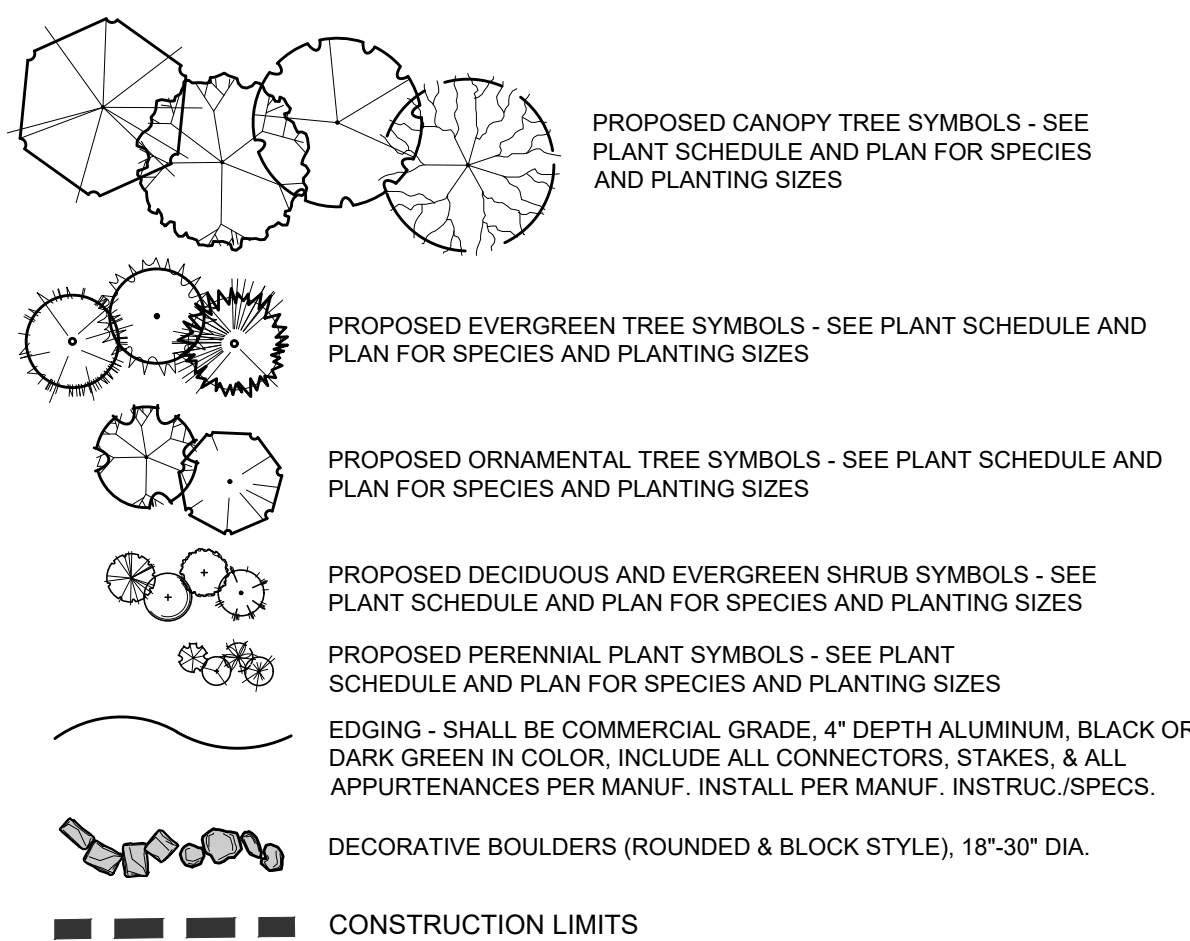


EXHIBIT G



1" = 20'-0"
10'-0" 0 20'-0"

L1.0

© COPYRIGHT 2025 CIVIL SITE GROUP INC.

PRELIMINARY:
NOT FOR
CONSTRUCTION

PROJECT
GROW PEDS LAKEVILLE
PART OF OUTLOT A, 160TH STREET WEST, LAKEVILLE, MN 55044

OWNER
MSP COMMERCIAL
6438 PENN AVE S. RICHFIELD, MN 55423

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 06/25/2025 LICENSE NO. 24904

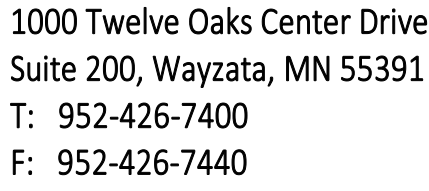
ISSUE/SUBMITTAL SUMMARY
DATE 06/25/2025 CITY SUBMITTAL

PROJECT MANAGER	PATRICK SARVER
CONTACT NUMBER	612-615-0060 X 700
DRAWN BY	PS
REVIEWED BY	PS
PROJECT NUMBER	10190

REVISION SUMMARY
DATE DESCRIPTION

DATE	DESCRIPTION
------	-------------

LANDSCAPE PLAN



**NOT FOR
CONSTRUCTION**

THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS OF THE ATTACHED DOCUMENTS.

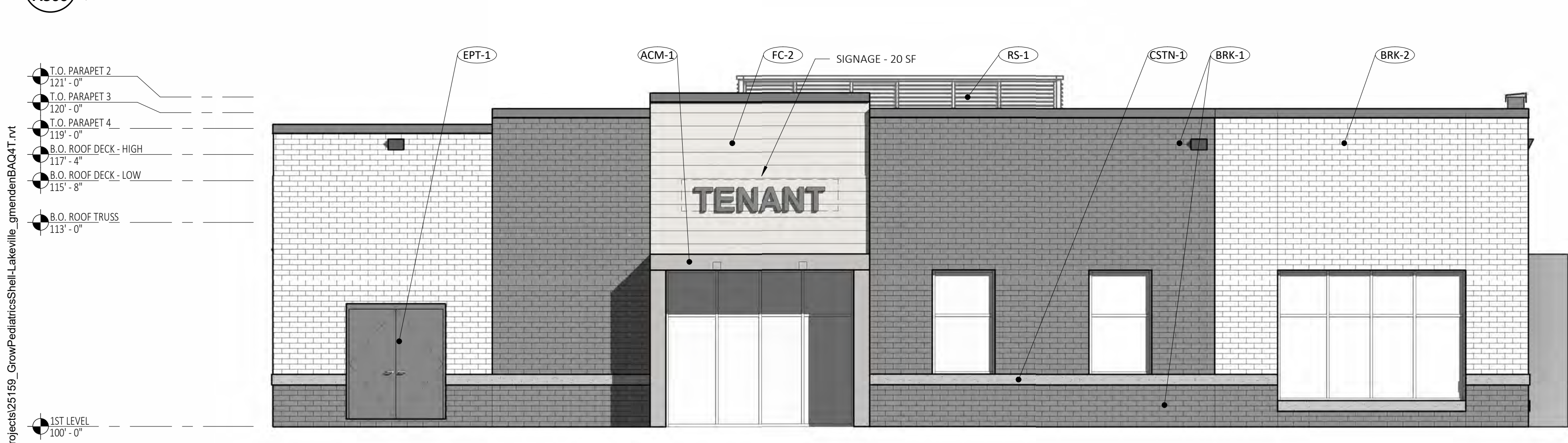
16001 ELMHURST LANE
LAKEVILLE, MN 55044

[illegible]

COMPUTER DIRECTORY:
\\Jobs\MSP_Commercial_GrowPediatricsShell-Lakeville

A201





EXTERIOR MATERIALS LEGEND

BRK-1	DARK BRICK	BRICK 1 - MODULAR BRICK; COLOR: DARK GRAY WITH COORDINATING GROUT; SUMMIT 813 ANDIRON - GRAIN FINISH
BRK-2	LIGHT BRICK	BRICK 2 - MODULAR BRICK; COLOR: WHITE WITH COORDINATING GROUT; SUMMIT 216 ALASKAN - SMOOTH FINISH
CSTN-1	CAST STONE SILL	COLOR: WHITE
FC-1	FIBER CEMENT BOARD	NICHIA: VINTAGE WOOD, COLOR: BLACKWOOD
FC-2	FIBER CEMENT BOARD	NICHIA: LATURA V-GROOVE, COLOR: WHITE
ACM-1	CANOPY METAL	ACM: ALUCOBOND OR EQ., COLOR: CHARCOAL GREY
EPT-1	PAINT	ACM: ALUCOBOND OR EQ., COLOR: CHARCOAL GREY
RS-1	ROOF SCREENING	ENVISOR 3 SCREENING BY CITYSCAPES. COLOR: STONE WHITE STYLE: METAL 7.2 RIB SOLID, TOP TRIM: BAND, COLOR: STONE WHITE

MATERIAL PERCENTAGES

	NORTH	EAST	SOUTH	WEST	TOTAL	
GRADE A: BRICK	718 SF	608 SF	1,124 SF	1,067 SF	3,517 SF	46%
GRADE A: CAST STONE	70 SF	53 SF	50 SF	40 SF	213 SF	3%
GRADE A: GLAZING	227 SF	233 SF	613 SF	273 SF	1,346 SF	17%
						66%
GRADE C: FIBER CEMENT	1,053 SF	645 SF	497 SF	140 SF	2,335 SF	32%
GRADE C: METAL/ DOOR	24 SF	0 SF	84 SF	80 SF	188 SF	2%
						34%
TOTAL SF					7,599 SF	



1000 Twelve Oaks Center Drive
Suite 200, Wayzata, MN 55391
T: 952-426-7400
F: 952-426-7440

MohagenHansen.com

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MSP PILOT KNOB, LLC

**16001 ELMHURST LANE
LAKEVILLE, MN 55044**

[illegible]

PROJECT NUMBER: 25159

DRAWN BY: G.MENDE

CHECKED BY: S.PAETZE

DATE: 06/24/2023

COMPUTER DIRECTORY:
Jobs\MSP Commercial GrowPediatricsShell-Lakeville

EXTERIOR BUILDING ELEVATIONS

A300

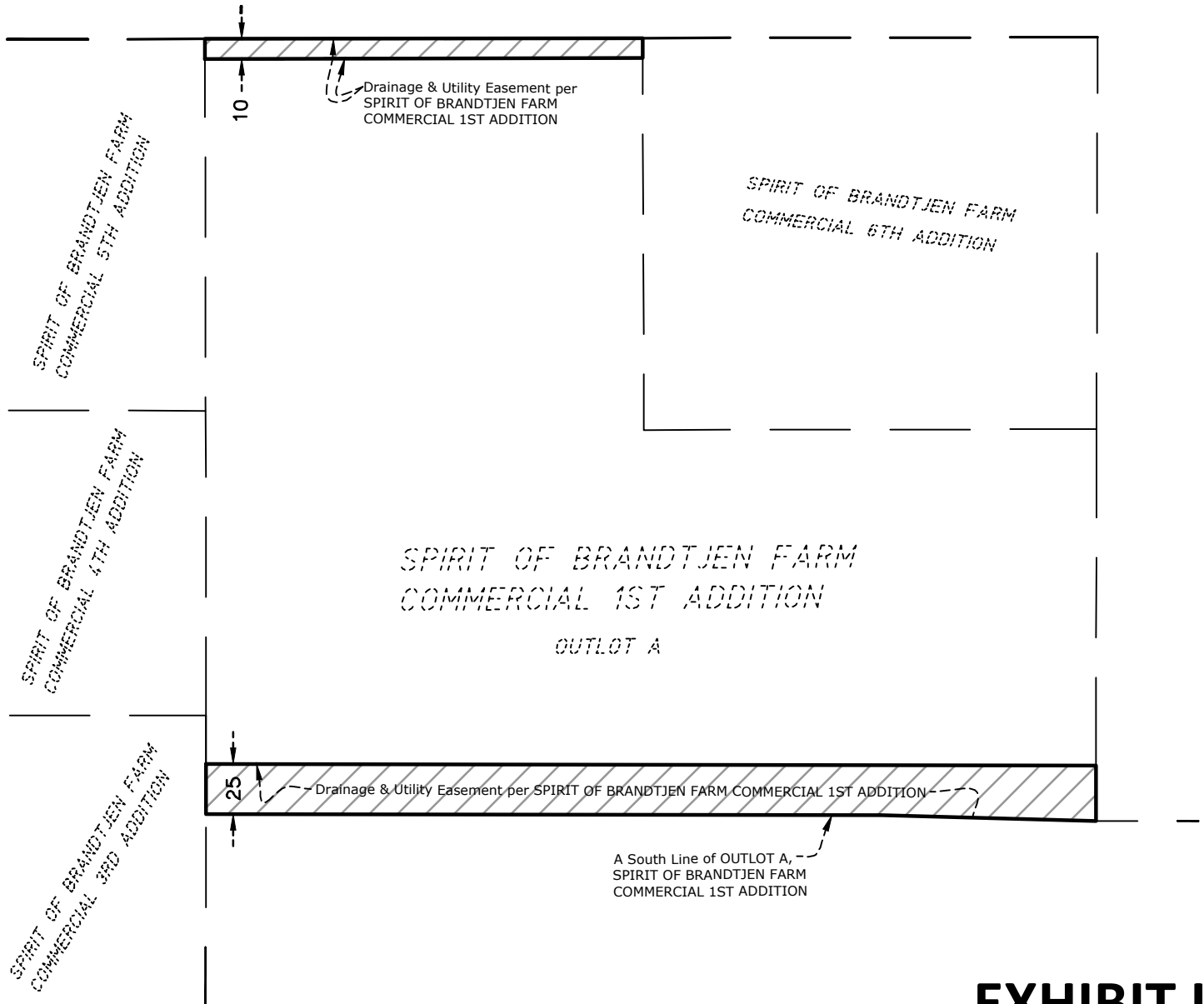
DRAINAGE AND UTILITY EASEMENT VACATION EXHIBIT

OUTLOT A, SPIRIT OF BRANDTJEN FARM COMMERCIAL 1ST ADDITION

Lakeville, Dakota County, Minnesota

DESCRIPTION

All those drainage and utility easements as dedicated in the recorded plat of SPIRIT OF BRANDTJEN FARM COMMERCIAL 1ST ADDITION, Dakota County Minnesota, lying within that part of OUTLOT A, said plat, which lies easterly of the recorded plats of SPIRIT OF BRANDTJEN FARM COMMERCIAL 3RD ADDITION, SPIRIT OF BRANDTJEN FARM COMMERCIAL 4TH ADDITION, and SPIRIT OF BRANDTJEN FARM COMMERCIAL 5TH ADDITION, Dakota County, Minnesota, and which lies westerly and southerly of the recorded plat of SPIRIT OF BRANDTJEN FARM COMMERCIAL 6TH ADDITION, Dakota County, Minnesota.



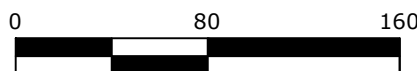
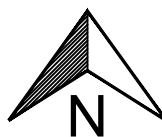
MINNESOTA CERTIFICATION

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

Dated this 25th day of August, 2025

Rory L. Synsteliem

Minnesota License No. 44565



SCALE IN FEET

EXHIBIT I

CivilSite
GROUP

5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com

Drawn By: CJ
Project No. 25104

SHEET 1 OF 1



Memorandum

To: Kris Jenson, Planning Manager

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

Copy: Zach Johnson, City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official

Date: August 25, 2025

Subject: Spirit of Brandtjen Farm Commercial 7th Addition

- Preliminary and Final Plat Review
- Grading and Erosion Control Plan Review
- Utility Plan Review
- Site Plan Review
- Easement Vacation

BACKGROUND

MSP Pilot Knob, LLC has submitted a preliminary and final plat named Spirit of Brandtjen Farm Commercial 7th Addition to construct a retail facility on Lot 1, Block 1. The proposed development is located south of and adjacent to 160th Street (CSAH 46), north of 162nd Street, east of Pilot Knob Road (CSAH 31), and west of Elmhurst Lane. The parent parcel consists of a portion of Outlot A, Spirit of Brandtjen Farm Commercial 1st Addition. The development is zoned PUD, Planned Unit Development.

The preliminary and final plats consist of one lot within one block on 1.00 acres.

The proposed development and site plan will be completed by:

Developer: MSP Pilot Knob, LLC
Engineer/Surveyor: Civil Site Group

SITE CONDITIONS

The Spirit of Brandtjen Farm Commercial 7th Addition site consists of 1.00 acres of undeveloped land. The property generally slopes west to east. There are no wetlands or trees on the property.

EASEMENTS

The parent parcel contains existing public Drainage and Utility Easements dedicated with the Spirit of Brandtjen Farm Commercial 1st Addition plat, which will be vacated with the final plat. The Drainage and Utility Easement will be re-dedicated with the final plat over the area containing existing public utilities located on the parent parcel.

STREET AND SUBDIVISION LAYOUT

Private Drive

Spirit of Brandtjen Farm Commercial 7th Addition will be accessed from existing private drives connecting to Elmhurst Lane and 162nd Street.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and site construction shall be from the private access drive.

PARKS, TRAILS AND SIDEWALKS

Development of Spirit of Brandtjen Farm Commercial 7th Addition includes the construction of private sidewalks. Private sidewalks will be constructed to provide access from the site to other uses in the Spirit of Brandtjen Farm Commercial development.

The Park Dedication fee has not been collected on the parent parcel and will be satisfied through a cash contribution with the final plat. The Park Dedication fee for commercial areas in Spirit of Brandtjen Farm is \$5,400.00 per acre, consistent with the Spirit of Brandtjen Farm Master PUD Agreement.

$$\begin{array}{rcl} 1.00 \text{ acres} & \times \$5,400/\text{acre} & = \$5,400.00 \\ \text{Area of Lot 1, Block 1} & \text{Park Dedication Charge} & \text{Required Park Dedication} \end{array}$$

UTILITIES

SANITARY SEWER

Spirit of Brandtjen Farm Commercial 7th Addition is located within subdistrict NC-20060 of the North Creek sanitary sewer district, as identified in the City's Comprehensive Sewer Plan. Wastewater will be conveyed to the MCEs Farmington Interceptor and continue to the Empire Wastewater Treatment Facility. The downstream facilities have sufficient capacity to serve the proposed commercial development.

Sanitary sewer to serve the development will be conveyed downstream via sanitary sewer located in the existing private drive. The Developer shall connect to public sanitary sewer from a proposed privately owned and maintained sanitary sewer stub within the lot.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and shall be collected with the Building Permit Application. The Sanitary Sewer Availability Charge will be calculated at the rate in effect at the time of approval of the Building Permit Application, as determined by the City's Building Official.

WATERMAIN

Development of Spirit of Brandtjen Farm Commercial 7th Addition includes the extension of a private watermain service to provide water service to the development.

Watermain to serve the development will be provided via watermain located in the existing private drive. The Developer shall connect to public watermain from a proposed privately owned and maintained watermain stub within the lot.

OVERHEAD LINES

There are no overhead utilities located adjacent to or within the parent parcel.

DRAINAGE AND GRADING

Spirit of Brandtjen Farm Commercial 7th Addition is located within subdistrict NC-9C of the North Creek Stormwater District as identified in the City's Water Resources Management Plan.

Stormwater runoff generated from the Spirit of Brandtjen Farm Commercial 7th Addition development will be conveyed via a proposed private storm sewer system within the property. The stormwater management requirements for the parent parcel were satisfied through stormwater management basins constructed with Spirit of Brandtjen Farm Commercial 2nd Addition.

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

Spirit of Brandtjen Farm Commercial 7th Addition does not contain more than one acre of site disturbance, however because the project is part of a common development a National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency.

STORM SEWER

The development of Spirit of Brandtjen Farm Commercial 7th Addition includes the construction of a private storm sewer system. The privately-owned and maintained storm sewer will be located within Lot 1, Block 1 and will collect and convey stormwater runoff generated from within the development to the private storm sewer system located at the south of the property.

Draintile construction is required in areas of non-granular soils within Brookshire 4th Addition for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, deemed necessary during construction by the City shall be the Developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent parcel and must be paid with the final plat. The Storm Sewer Charge for Lot 1, Block 1 is calculated as follows:

43,672.00 s.f.	x \$0.250/s.f.	= \$10,918.00
Area of Lot 1, Block 1	Commercial Area Charge	Total Storm Sewer Charge

The Storm Sewer Charge for Outlot A will be collected with subsequent phases of the Spirit of Brandtjen Farm Commercial 7th Addition preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

FEMA FLOODPLAIN ANALYSIS

Spirit of Brandtjen Farm Commercial 7th Addition is shown on the Flood Insurance Rate Map (Map No. 27037C0208E) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no existing wetlands on the site.

TREE PRESERVATION

No significant trees are located on the property.

EROSION CONTROL

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as developing and maintaining the SWPPP throughout construction phase. The permit requires that all erosion and sediment BMPS must be clearly outlined in a site's SWPPP. Changes made throughout construction should be documented in the SWPPP.

Additional erosion control measures may be required during construction as deemed necessary by City staff or the Dakota County Soil and Water District. Any additional measures required shall be installed and maintained by the Developer.

The MS4 Administration Fee has not been collected on the parent parcels and is required with the final plat, calculated as follows:

\$10,000.00	x 2% Grading Costs	= \$200.00
Grading Cost	2025 Rate	MS4 Administration Fee
Spirit of Brandtjen Farm		Spirit of Brandtjen Farm
Commercial 7 th Addition		Commercial 7 th Addition

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Spirit of Brandtjen Farm Commercial 7th Addition.

CONSTRUCTION COSTS

Grading, Erosion Control, and Restoration	\$ 10,000.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 10,000.00

OTHER COSTS

Developer's Design (3.0%)	\$ 300.00
Developer's Construction Survey (2.5%)	250.00
City's Legal Expense (0.5%)	50.00
City Construction Observation (5.0%)	500.00
Developer's Record Drawing (0.5%)	50.00
Landscaping	22,609.50

Lot Corners/Iron Monuments	200.00
SUBTOTAL - OTHER COSTS	\$23,959.50
TOTAL PROJECT SECURITY	\$ 33,959.50

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$100.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street and utility construction.

CASH FEES

A cash fee for one-year of the Environmental Resources Fee shall be paid at the time of final plat approval and is calculated as follows:

1 unit	x \$61.52/unit	x 4.20	= \$258.38
Total Units	2025 Rate	Utility	Environmental Resources Fee
Spirit of Brandtjen Farm Commercial 7 th		Factor	Spirit of Brandtjen Farm Commercial 7 th
Addition			Addition

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

2 lots/outlots	x \$90.00/unit	= \$180.00
Lots/Outlots	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee
Spirit of Brandtjen Farm Commercial 7 th Addition		Spirit of Brandtjen Farm Commercial 7 th
		Addition

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

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$300.00.

CASH REQUIREMENTS

Park Dedication Fee	\$ 5,400.00
Storm Sewer Charge	10,918.00
Environmental Resources Management Fee	258.38
MS4 Administration Fee	200.00
Property Data and Asset/Infrastructure Management Fee	180.00
City Engineering Administration (3.00%)	300.00
TOTAL - CASH REQUIREMENTS	\$ 17,256.38

RECOMMENDATION

Engineering recommends approval of the Spirit of Brandtjen Farm Commercial 7th Addition preliminary and final plat, grading and erosion control plan and utility plan subject to the requirements and stipulations within this report.