



AGENDA CITY COUNCIL MEETING

November 3, 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. Police Department Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 10/20/2025 City Council Meeting
 - c. Resolution Approving Feasibility Report and Calling a Public Hearing for the 2026 Miscellaneous Improvements Project
 - d. Resolution Approving Municipal State-Aid Street System Revisions
 - e. Approve Audit Services for Fiscal Years 2025-2027
 - f. Encroachment Agreement with SBF Commercial Holdings for Private Improvements in Public Easements
 - g. Accepting Donation to the Fire Department from the McCoy Family
 - h. Proposal from WSB for Lake Marion Greenway Trail Legislative-Citizen Commission on Minnesota Resources (LCCMR) Grant Administration Services
 - i. Call Public Hearing to Reassess Canceled Special Assessments for Removal of a Hazardous Building
 - j. Release of Development Contract for Muller Family Theatre Second Addition
 - k. 2026 LELS Lieutenants Labor Agreement

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- l. 2025-2026 City of Lakeville Hunting Map
 - m. Amended and Restated Joint Powers Agreement with ISD #194
 - n. Conditional Use Permit for a Car Wash
 - o. Resolution of Support for Draft 2026-2030 Dakota County Capital Improvement Program
 - p. Professional Services Contract for Central Maintenance Facility Masterplan
 - q. Conditional Use Permit for 18275 Ixonia Avenue
- 7. Action Items
 - a. Public Hearing - Imposing a Service Charge for Special Service District No.1 for Taxes Payable 2026
- 8. Unfinished Business
- 9. New Business
- 10. Announcements
 - a. Next City Council Meeting November 17, 2025
 - b. Next Work Session November 24, 2025
- 11. Adjourn



Date: 11/3/2025

Check Register Summary

Proposed Action

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

Overview

Checks	327567- 327729	\$1,230,382.79
ACH/EFT	22997- 23178	\$4,341,244.22
Total		\$5,571,627.01

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. 10.21.25 CKSUM-Checks
2. 10.21.25 CKSUM-ACH-EFT
3. Check Register 10.21.25 for November 3, 2025 Council Mtg - ACH-EFT
4. Check Register 10.21.25 for November 3, 2025 Council Mtg - Checks

Financial Impact: \$5,571,627.01 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	144,273.14
3125 2025A FIRST CENTER	2,893.00
3538 2018B ST RECON & REF BOND (09A)	325.00
4000 BUILDING FUND	300,631.10
4125 TECHNOLOGY FUND	17,931.71
4161 ARENAS CAPITAL IMPROVEMENTS	27,256.00
4200 PARK DEDICATION FUND	1,957.50
4500 PARK IMPROVEMENT FUND	5,412.00
4720 2024A PARK BONDS	165,487.50
5200 STATE AID CONSTRUCTION FUND	1,576.80
6611 2026 STREET PROJECTS	40.40
7450 ENVIRONMENTAL RESOURCES FUND	45,990.43
7575 STREET LIGHTING FUND	73,930.03
7600 WATER FUND	168,625.26
7700 SEWER FUND	19,368.39
7800 LIQUOR FUND	196,367.96
7900 MUNICIPAL RESERVES FUND	5,316.57
8000 ESCROW FUND	53,000.00
Report Total:	1,230,382.79

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	662,310.85
2000 COMMUNICATIONS FUND	1,110.00
4000 BUILDING FUND	123,279.27
4100 EQUIPMENT FUND	12,047.00
4125 TECHNOLOGY FUND	5,626.00
4161 ARENAS CAPITAL IMPROVEMENTS	5,987.79
4500 PARK IMPROVEMENT FUND	499.99
4720 2024A PARK BONDS	722,104.10
5200 STATE AID CONSTRUCTION FUND	2,805.00
5300 PAVEMENT MANAGEMENT FUND	23,873.48
5400 STORMWATER INFRASTRUCTURE FND	0.00
5500 WATER TRUNK FUND	5,144.50
5600 SANITARY SEWER TRUNK FUND	15,748.50
6597 2025 STREET PROJECTS	711,944.11
7450 ENVIRONMENTAL RESOURCES FUND	16,596.18
7600 WATER FUND	71,227.29
7700 SEWER FUND	48,370.00
7800 LIQUOR FUND	636,761.14
8000 ESCROW FUND	9,000.00
9800 PAYROLL CLEARING FUND	1,266,809.02
Report Total:	4,341,244.22



MINUTES CITY COUNCIL MEETING

**October 20, 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, Volk, Wolter
Absent: Council Member Lee

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

3. Citizen Comments

Bob Erickson, 19081 Inndale Drive, addressed the City Council.

4. Additional agenda information

None.

5. Presentations/Introductions

None

6. Consent Agenda

Council Member Wolter requested that item m. Spirit of Bradtjen Farm Commercial 7th Addition Development Contract, be removed from the consent agenda and moved to action items for a vote. He noted his employer is the owner of the parcel and indicated he would abstain.

Motion was made by Volk, seconded by Bermel, to remove item m. Spirit of Bradtjen Farm Commercial 7th Addition Development Contract, from the consent agenda and move it to action items for discussion, and approve the consent agenda as amended.

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

Absent: Council Member Lee

- a. Check Register Summary
- b. Minutes of the 10/06/2025 City Council Minutes
- c. 2026 Health and Dental Rates Resolution
- d. Encroachment Agreement with Ulrich for Private Improvements on Public Property
- e. Supplemental Agreement with WSB for Professional Services for Lake Marion

Greenway

- f. Resolution Setting Dates for the 2026 City Council Meetings
- g. Agreement for Snow Removal Services
- i. Ritter Meadows Private Recreation Building Conditional Use Permit
- j. Agreement with Xcel Energy to Replace Streetlights on County Road 50
- k. Launch Park Fourth Addition Development Contract and Stormwater Maintenance Agreement
- l. Temporary On-Sale Liquor License and Resolution approving off-site Charitable Gambling Permit to Lakeville Hockey Association
- n. Taco Bell Conditional Use Permit
- o. Accepting a Donation from State Farm for Fire Prevention Material

7. Action Items

m. Spirit of Brandtjen Farm Commercial 7th Addition Development Contract

Motion was made by Bermel, seconded by Volk, to approve the Development Contract for Spirit of Brandtjen Farm Commercial 7th Addition.

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

Wolter abstained, noting his employer is the owner of the parcel.

Absent: Council Member Lee

8. Unfinished Business

None

9. New Business

None

10. Announcements

a. Next Work Session Monday, October 27, 2025

b. Next City Council Meeting Monday, November 3, 2025

11. Adjourn

Motion was made by Wolter, seconded by Bermel, to adjourn.

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

Absent: Council Member Lee

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Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 11/3/2025

Resolution Approving Feasibility Report and Calling a Public Hearing for the 2026 Miscellaneous Improvements Project

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the engineering feasibility report and calling a public hearing for the 2026 Miscellaneous Improvements Project, City Project 26-01.

Overview

The City Council authorized WSB to prepare a feasibility report for the Street Reconstruction of 214th Street as part of the 2026 Miscellaneous Improvements Project on July 7, 2025. The feasibility report has been completed.

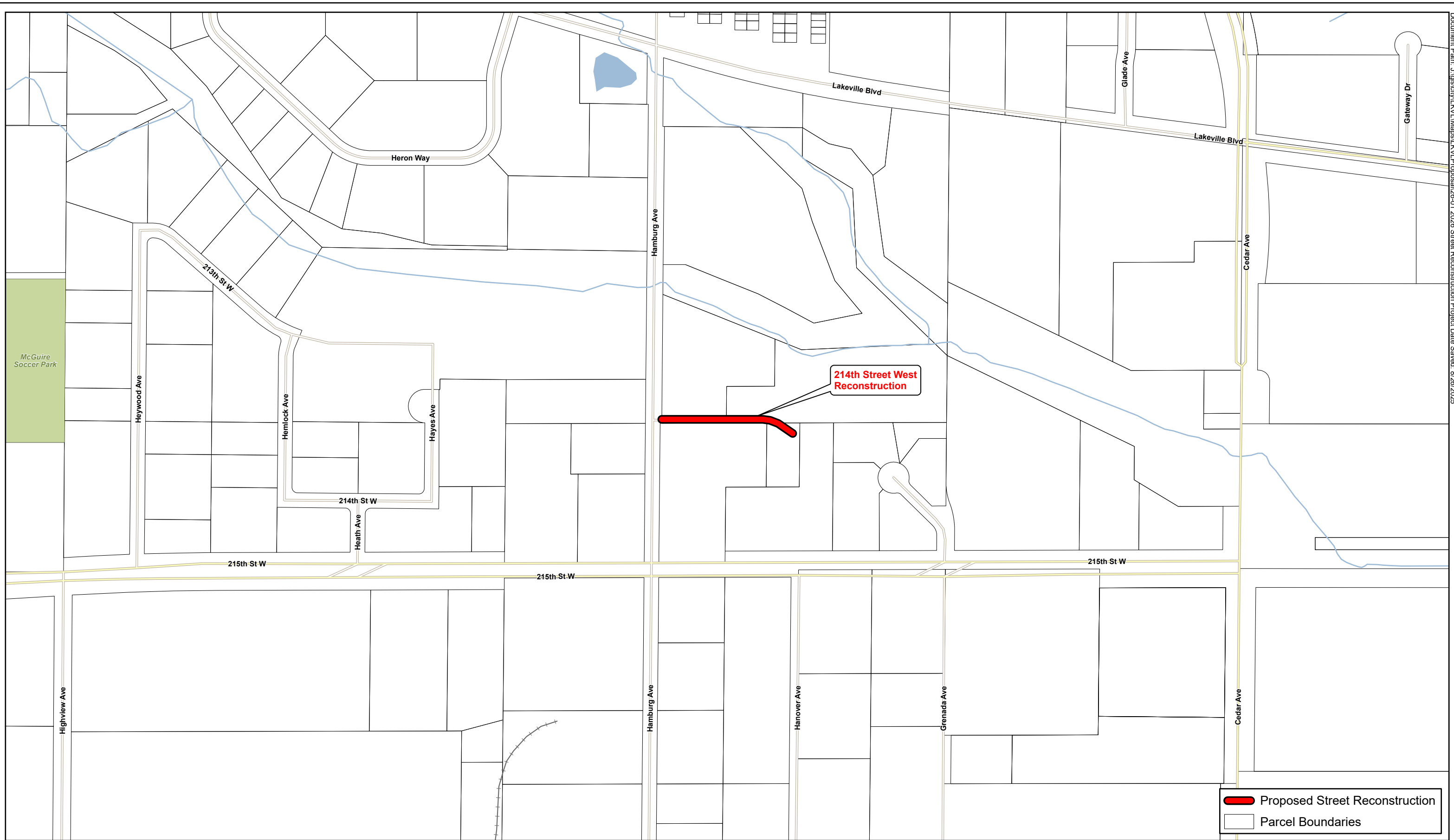
Based on information in the Feasibility Report, the estimated cost for the Street Reconstruction of 214th Street is \$577,374. Recommended funding sources are Water Fund, Stormwater Infrastructure Fund, Pavement Management Fund and special assessments to benefitting property owners (consistent with the City's Special Assessment Policy for Roadway Rehabilitation).

There is a neighborhood meeting scheduled for November 5th with all stakeholders. In completing the Feasibility Study, two methods of determining the assessment rates were evaluated. It is recommended that the per Unit basis be adopted. The project is feasible, and staff recommends approving the report and setting a public hearing date.

Supporting Information

1. 26-01 2026 Street Reconstruction Map
2. 26-01 Project Financing
3. Resolution

Financial Impact: \$577,374 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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Proposed Street Reconstruction

Parcel Boundaries



Project Location Map

26-01 2026 Street Reconstruction Project
City of Lakeville, Minnesota

N

0

400

Feet

1 inch = 400 feet



Project Financing

Funding for the project was programmed in the 2026-2030 CIP. The following is a breakdown of the anticipated costs.

- The City's cost-share for roadway and storm sewer improvements, including storm sewer repair/replacement, will be financed from the Pavement Management Fund.
- Public watermain improvements, including full replacement or lining and the installation of corrosion protection best management practices, will be financed from the Water Operating Fund.
- Public stormwater management improvements, including upsizing of current stormwater pipes and new stormwater infrastructure installation, will be financed from the Stormwater Infrastructure Fund.

<u>Anticipated Funding Sources</u>	<u>Amount</u>
Pavement Management Fund – Taxes (Reclamation)	262,197
Pavement Management Fund – Sp. Assessments (Reclamation)	158,438
Water Operating Fund	84,088
Stormwater Infrastructure Fund	72,651
	\$577,374

The adopted Lakeville 5-year Capital Improvement Plan (2026-2030) programs an estimated total project cost of \$2,865,000 of which part was allocated for the reconstruction of 214th Street. The Opinion of Probable Cost Summary provided in the feasibility study is consistent with the 2026 budgeted CIP amounts for the project.

CITY OF LAKEVILLE

RESOLUTION NO. 25-__

**RESOLUTION APPROVING FEASIBILITY REPORT AND CALLING PUBLIC
HEARING
FOR THE 2026 MISCELLANEOUS IMPROVEMENTS PROJECT**

WHEREAS, on November 3, 2025, the City Council received the feasibility report for the proposed improvements of 214th Street which includes portions of: Imperial First Addition, Airlake Industrial Park 1st Addition, and Airlake Development Addition, City Project 26-01; and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The Feasibility Report for Project 26-01 is hereby approved.
2. The council will consider the improvement of such improvements in accordance with the report and the assessment of abutting and nonabutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated cost of the improvement of \$577,374.
3. A public hearing on such improvement is hereby called for December 1, 2025 at 6:00 p.m. at the Council Chambers of the City Hall and the Clerk shall give mailed and published notice of such hearing and improvement as required by law.

ADOPTED by the Lakeville City Council this 3rd day of November 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 11/3/2025

Resolution Approving Municipal State-Aid Street System Revisions

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving Municipal State-Aid Street System Revisions.

Overview

The Municipal State-Aid (MSA) Street program allows cities with populations of 5,000 or more to designate 20% of its local streets as MSA routes. The MSA street system revisions listed below include revoking MSA designation on 0.57 miles of streets and designating 1.01 miles of local streets as new MSA streets. The MSA street system revisions leave the City with a balance of 0.29 miles available for future MSA designation. The street listed below meets MSA Street program criteria and is eligible for MSA street designation, and eligible to be used in calculating the City's 2027 MSA allotment.

MSA Street Revocations

- *164th Street/Finch Way/162nd Street: Flagstaff Avenue to Fairgreen Avenue*

MSA Street Designations

- *Judicial Road: 205th Street to 185th Street (CSAH 60)*

Supporting Information

1. 2025.11.03 Resolution Approving MSAS System Revisions
2. 2025 MSAS System Revision Exhibit

Financial Impact: \$0 Budgeted: Yes Source: N/A Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Alanna Sobottka, Civil Engineer
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**CITY OF LAKEVILLE
RESOLUTION NO. 25-**

Resolution Approving Municipal State-Aid Street System Revisions

WHEREAS, it appears to the City Council of the City of Lakeville that the Municipal State-Aid Street system revisions hereinafter should be completed under the provisions of Minnesota Law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville that the Municipal State-Aid Street system revisions and streets described as follows, to-wit:

Municipal State-Aid Street Mileage Revocation

- 164th Street/Finch Way/162nd Street: Flagstaff Avenue to Fairgreen Avenue

Municipal State-Aid Street Mileage Designation

- Judicial Road: 205th Street to 185th Street (County State Aid Highway 60)

be, and hereby have existing Municipal State-Aid designation revoked (as indicated), or street established, located and designated (as indicated) as Municipal State-Aid Streets of Lakeville, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for consideration, and that upon approval of the designation of said streets or portions thereof, that same be constructed, improved and maintained as Municipal State-Aid Streets of the City of Lakeville, to be numbered and known as a Municipal State-Aid Street.

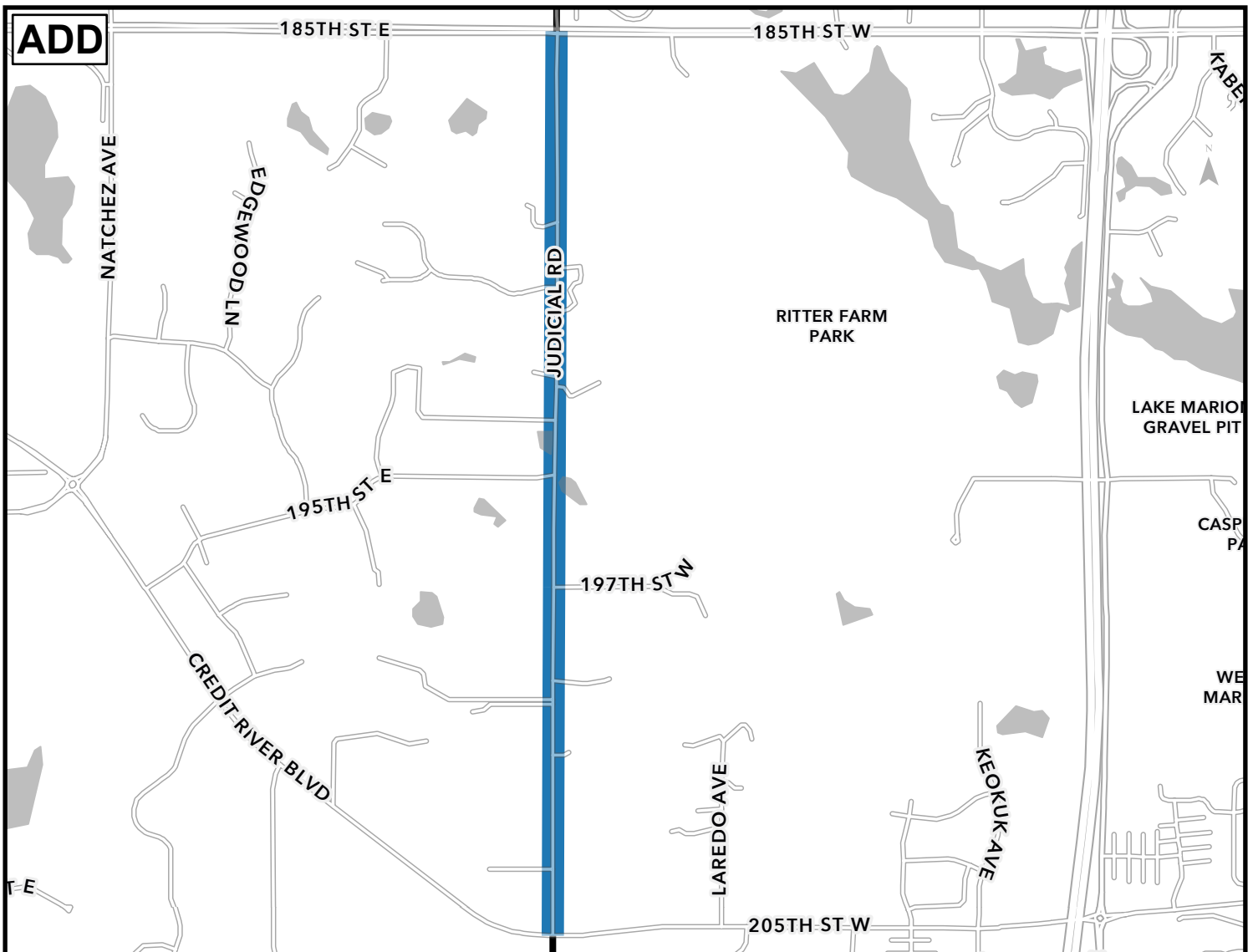
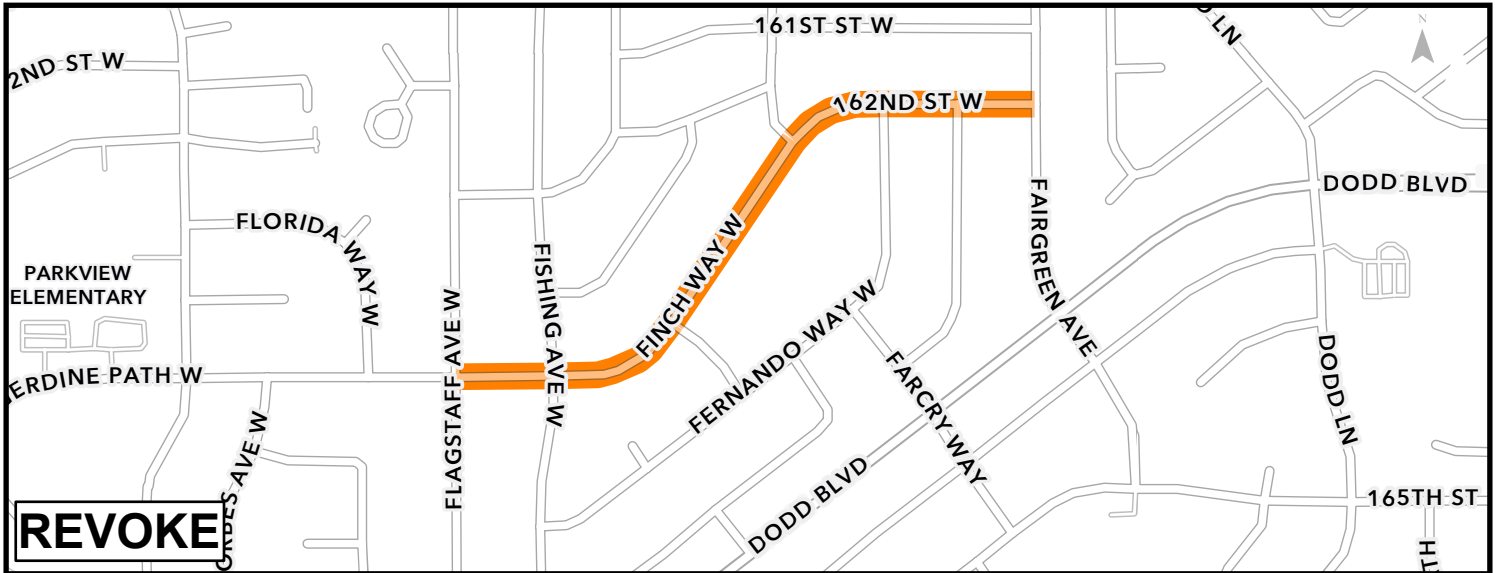
ADOPTED by the Lakeville City Council this 3rd day of November 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



2025 MSAS System Revision Exhibit

Revoke 162nd St, Finch Way, 164th St: 0.57 mi
 Add Judicial Rd: 1.01 mi





Date: 11/3/2025

Approve Audit Services for Fiscal Years 2025-2027

Proposed Action

Staff recommends adoption of the following motion: Move to approve securing audit services with Abdo Solutions, LLP.

Overview

On November 21, 2016, the City Council approved a professional services agreement with CliftonLarsonAllen, LLP (CLA) to provide auditing services for fiscal years 2016–2018. The contract was subsequently amended twice to extend services for fiscal years 2019–2021 and 2022–2024. While Minnesota cities are not legally required to change audit firms, it is generally considered the best practice for sound governance. Rotating auditors can enhance transparency, bring fresh perspectives, and support continued independence.

Purchasing Policy Considerations

Under the City’s Purchasing Policy for professional services, Council approval is required when services exceed \$25,000. Staff are required to obtain written price quotations in the form of a Request for Proposal (RFP) from at least two sources, when practical. However, if a consultant is deemed appropriate for reasons of continuity, cost, quality, or time efficiency, two quotes are not required. The contract is awarded to the service provider with the best qualifications and proposal for the specific project. Total cost is one consideration, but not the sole determining factor.

Due to time constraints and upcoming audit deadlines, staff did not issue a full RFP and instead obtained written quotes from two qualified audit firms, including the current provider. A third firm was contacted but declined due to capacity limitations.

Staff also collected audit cost data from sixteen comparable cities (representing five different audit firms) for their FY2025 audits. The average audit cost (excluding a single audit) among these cities was \$58,900. Abdo Solutions’ proposed fees (\$59,500 for the FY2025 audit and \$6,000 for a single audit) are consistent with industry standards and align with the City’s proposed 2026 budget.

Abdo is a well-established and highly regarded municipal audit firm. City staff have direct experience with Abdo through the D911 and Lakeville Arenas audits, providing familiarity with their team, process, and professional approach. Based on this experience and the firm’s qualifications, staff recommend contracting Abdo Solutions for the City’s annual audit services.

Supporting Information

1. Abdo_Audit Services Proposal_FY25-27 CITY

Financial Impact: \$65,500 Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Julie Stahl, Finance Director
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Proposed by

Brad Falteysek, CPA

Partner | Abdo

brad.falteysek@abdosolutions.com

P 952.715.3004

October 07, 2025

SERVICE PROPOSAL FOR

City of Lakeville

20195 Holyoke Avenue, Lakeville, Minnesota 55044

abdosolutions.com | Mankato, MN - Edina, MN - Scottsdale, AZ



Julie Stahl, Finance Director
City of Lakeville and Lakeville Fire Relief Association
20195 Holyoke Avenue
Lakeville, Minnesota 55044

October 07, 2025

Dear Julie,

Thank you for the opportunity to submit this proposal for the City of Lakeville (the City) for audit services. We appreciate the opportunity to work with you. Based on our experience with cities like your, we are confident that Abdo (the Firm) would be a great fit.

We work hard for those who matter most - clients, employees, family, and community - and celebrate their successes as our own. This belief is represented through our commitment to people and knowledge, process and you. We will utilize staff that is experienced and dedicated in the area of government. Our process is centered on meeting your needs, exceeding your expectations, and incorporating technology to deliver unparalleled solutions. This includes delivering prompt and effective service of the highest quality to you. The quality of our service allows us an opportunity to be an integral part of your finance team. We believe this investment should make a difference for you, our valued client. We focus on the challenges and needs that are relevant to your organizations, which allows us to be thoughtful in our approach in providing you with the best solutions, and leaves you assured in the value of our deliverable.

The attached proposal will demonstrate to you that we will be a great service provider and partner for your organizations. We look forward to meeting with you to discuss our proposal and appreciate this opportunity to present our firm for your consideration. We will follow up with you within two weeks to answer any questions or concerns you may have and to provide any further information you may need.

Sincerely,

Abdo

Brad Falteysek, CPA

Partner | Abdo

The path forward

CURRENT CHALLENGES

What we heard: Through our discussions heard you have faced frustrations in prior years related to timely completion of the audit as well as unexpected charges received on billings.

Our plan to address these concerns:

- Provide and discuss an outline of each phase of the audit process during the planning stages of the audit including a timeline that we agree on and are committed to meeting.
- Though we do not expect any, we will openly discuss any additional charges that may arise over the course of the audit. These may include areas you ask us to assist with that are outside of the audit process.

EXPERTISE FOR YOUR CHALLENGES

In the government space, your organization faces unique challenges that require a specific understanding of government regulations and operations. Our team not only has experience working with governmental entities, but many came directly from city administration and finance offices, giving them a unique understanding of the challenges you face.



Meet Tyler

Tyler See
Senior Manager

Tyler has over 8 years of experience working with a variety of local governments and schools in Minnesota providing annual audits. In addition to his expertise in annual auditing, Tyler is experienced in municipal long-term financial plans and utility rate studies.



The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work.

We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

[LEARN MORE ON OUR WEBSITE](#)

Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below, and full biographies can be found in Appendix C.



BRAD FALTEYSEK, CPA

Partner
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P 952.715.3004



TYLER SEE, CPA

Senior Manager
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ADAM OWENS, CPA

Senior Associate
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HANNAH ANDERSON

Associate
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MARA RICHARDSON

Associate
mara.richardson@abdosolutions.com
P 507.304.6889



Government Experience

You can have confidence in our 60 years of quality auditing services and partnership in the government space. Since 1963, we've served entities just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in auditing. Out of our 250-strong, talented staff, over 70 team members are 100% focused on government clients, including services for over 100 cities and various municipalities. By serving local municipalities across Minnesota and Iowa, we have become experts in the nuances of how to best support your organizations. Our expertise affords you an audit experience that's painless. We do this by communicating up front, coming better prepared, and being available throughout the year to support you.

PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for local governments. In addition to our audit experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a finance director role. We don't believe in a one-size-fits-all mentality, so together we'll focus on the needs that are relevant to your and provide the right services to meet them with a tailored approach.

FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving local governments. We spend more than 100 hours training and onboarding to ensure success for our clients. We truly hope that you partner with our team to forge a brighter path forward for your city.

OUR QUALIFICATIONS

- GFOA, MnGFOA, ACMA, and GFOAz Association members
- We speak and train on government accounting and auditing topics
- Audit services for 100+ cities
- Our clients represent top tier governments with 20 municipal clients receiving the GFOA's Certificate of Achievement for Excellence in Financial Reporting
- Audit services for 15+ EDA's and HRA's
- Audit services for 35+ other governmental entities
- Audit or attestation services for 80+ Fire Relief Association's



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CITY, TOWN & COUNTY CLIENTS

4

Audit Approach

We deliver auditing services that are more than just a compliance service. We exceed what's considered the "standard audit support," placing a strong emphasis on a relationship-driven approach that facilitates a partnership with your organizations. We work together to ensure we have a clear understanding of the City's needs, challenges and financial information. Together with your team, we'll help to leverage this information to increase efficiency and effectiveness.

PARTNERSHIP

Integral to our mission is a philosophy that we help cities reach their maximum potential through open communication and teamwork. We enjoy answering questions any time of the year, and at no cost! We also believe in:

- Consistent, clear, proactive communication that offers suggestions and makes your work easier
- Returning phone calls and questions promptly
- Gathering information through dialog, not checklists
- Conducting listening calls with you outside of the engagement to understand the City, build a long-term relationship with you, and learn how we can improve.

PEOPLE

Our value comes from our experience and the education we can provide. Our professionals go beyond the required standards to make sure we have a clear understanding of your organizations. We work with your management team to leverage this information to increase efficiency and profitability. We put together a team of experts specifically for you, whose experience and industry knowledge aligns with the needs of your city.

PROCESS

While we will audit the financial statements of your city in accordance with the applicable regulatory standards, our process is designed to go far beyond that. It enables us to gain a thorough understanding of the processes, procedures, and general operations of your city.



CLIENT UNDERSTANDING

Your leadership team plays an important role in your financial reporting. We always begin our process with a face-to-face conversation to gain a thorough understanding of your city, internal controls, processes and procedures. Our experience with cities like yours allows us to develop a customized audit and communications plan. We will prepare a timeline detailing significant steps in the audit process from beginning to end.

AUDIT STRATEGY DESIGN

The City of Lakeville is unique and therefore your audit plan will be tailored to your operations and will include the relevant and appropriate standards. Our audit strategy is based off our understanding of your organizations. It will also encompass:

- Leadership concerns and expectations
- Risk assessment
- Understanding your internal controls
- Testing

AUDIT PLAN EXECUTION

Our execution of your audit strategy begins with fieldwork and ends with a presentation of your draft financial statements. Our team, including partners and managers, will be present during fieldwork and we'll be in continuous communication with your staff.

Fieldwork is where we document internal controls, conduct walk throughs, and obtain audit evidence to support financial statement amounts and disclosures. Our paperless audit approach allows us to do much of the fieldwork from our office. We will discuss your preference for the amount of onsite work and agree on a mutually beneficial schedule.

During fieldwork we will discuss any potential audit adjustments with your staff to ensure we agree on the need for the audit adjustment and amount. We will also discuss any potential internal control deficiencies to verify our understanding and discuss potential solutions. We want to be problem solvers, not problem reporters.

After reviewing the financial statements, notes and supplementary schedules, if any, we prepare a draft of the financial statements for your review and approval. We will also send a list of audit adjustments noting the reasons for each adjustment.

AUDIT COMPLETION

After the previous segments mentioned are complete, we will be ready to finalize the audit. We will report results of your audit to the management and City Council (or any other group desired). We will also deliver a executive governance summary that identifies critical financial trends and recommendations for improvement, provides required communications, and discusses changes in the environment in which your city operates.

During this stage we will also complete the following procedures:

- Complete subsequent events review procedures and review legal and representation letters
- Complete final overall analytical review procedures
- Communicate significant deficiencies and material weaknesses
- Conduct exit conference
- Issue an audit opinion



Additional Approach Details

Analytical Procedures

Analytical procedures are defined in Statement on Auditing Standards No. 56, “Analytical Procedures” as evaluations of financial information made by a study of plausible relationships around both financial and non-financial data. They are required in the planning and final review stage, but our firm encourages staff to use analytical procedures where possible. Our firm management directs the use of analytical procedures as follows:

- *Planning* / The objective for analytical procedures at this stage is to direct attention to likely misstatements. We use trend analysis to meet our objective in planning. Examples of trend analysis would be a comparison to the budget for funds that adopt a budget and/or comparison to prior year. We also may consider a comparison among three to five years. Additional testing may result if the expectations established at the start of the trend analysis are not met.
- *Substantive Testing* / The objective of analytical procedures at this stage is to support or refute financial statement account balances. We have found that analytical procedures are more efficient and can be more effective than tests of details. Depending on the make-up of the account, we will use trend analysis, ratio analysis and/or modeling.
- *Final Review* / The objective is to review the reasonableness of financial statement account balances. We use trend analysis to meet our objectives. This trend analysis is completed on final audited amounts.

Approach to be Taken to Gain and Document an Understanding of the City's Internal Control Structure

Our goal in preliminary fieldwork is to gain a thorough understanding of your internal controls, processes, and procedures. The completion of these elements allows us to minimize the fieldwork required to complete the audit.

Approach to be Taken in Determining Laws and Regulations Subject to Audit Test Work

We are required to obtain an understanding of the possible financial statement effect of laws and regulations that have a direct and material effect on the determination of financial statement amounts. The determination of laws and regulations are addressed in the planning stage through reading available grant documentation, client inquiries, and a preliminary review of finance system accounts and search of the City Council minutes. We also have a working knowledge of the types of laws and regulations Minnesota governments operate under. Further discussion is provided in the section Firm Qualifications and Experience. In addition, we obtain further information about federal laws and regulations through the Catalog of Federal Domestic Assistance (CFDA) and the U.S. Office of Management and Budget (OMB) Compliance Supplement.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

Since each program or grant agreement is different, we use a variety of statistical designs in our compliance testing. The size of the sample considers many program factors; size, maturity, complexity, level of oversight and prior audit findings. Ultimately, our professional judgment determines that a representative number of transactions have been selected. You can be confident in our judgment because only senior level (partner, manager, and supervisor) staff makes decisions on planned compliance testing.

Identification of Anticipated Potential Audit Problems

At this time, we do not anticipate any potential audit problems. If problems did arise, we carefully work with the City to resolve the matter.

Technology



We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our audit services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote audit services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your city may use, our team will continue to work through normal procedures, including regular meetings with you during the planning and fieldwork phase to ensure effective collaboration with your team. Through SuraLink, you'll be able to see what documents have been uploaded, what documents are still needed, and keep track of important audit or tax workpapers securely and easily.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your city's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We continually provide security awareness training to our staff members to ensure they are good digital stewards of your data. In addition to this, we also consult bi annually with 3rd party security experts to conduct risk assessments and conduct annual penetration tests.

IT ALSO MEANS:



All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.



All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.



All data is backed up continually which means we always have an extra copy for safe-keeping.



All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.

Service Timeline

We prepare a timeline each year for our audits. Timelines are based on when organizations are able to complete their necessary year-end work. Please see below for an anticipated timeline that identifies what you can expect, and when. Once hired we will work with you on an exact timeline that fits your needs. This is an example of a typical timeline. Additionally, the table below outlines our proposed segmentation of the engagement.



NOVEMBER

Client Understanding

Together, we mutually agree with management on a timeline to perform the audit. Engagement Letter is sent during this stage.

JANUARY/FEBRUARY

Planning & Interim Fieldwork

We will select our sample and provide information requests to management. We estimate being on-site for two days.

APRIL

Year-end Audit & Fieldwork

We will have our team on-site and remote where efficient to conduct fieldwork using our outlined audit approach. We estimate being on-site for 4-7 days as necessary.

JUNE

Reporting

We will provide drafted materials and meet with key management in June, followed by a report presented to the Council in a June meeting.

Value

Our fees are based upon the experience and level of the individuals to be assigned to perform the work ranging from \$200- \$535 per hour. Fees are also based on the assumption that you will be assisting us whenever possible with supporting documentation. We will agree to a detailed plan and prepare a list of requested schedules upon proposal acceptance.

We encourage our clients to contact their Abdo team when questions arise, when advice or guidance is needed, or to provide updates on project work at any time, and we feel it's important to note that we don't charge for these routine discussions. We want to be a resource for you – without any concerns that our meter is running. Likewise, your Abdo team will proactively reach out periodically as well as keep the lines of communication open and consistent throughout the project. If significant additional time is necessary to perform the agreed upon services, we will be sure to discuss it with you so that we can determine a new fee estimate before additional costs are incurred.

In addition, we'll bill 25% upon signature of the engagement letter, 50% once fieldwork is complete, and the remainder upon completion of the work. If significant additional time is necessary to perform the agreed upon services, we will be sure to discuss it with you so that we can determine a new fee estimate before additional costs are incurred.

We have not anticipated any additional hours for new audit or accounting standards. Accounting or standard changes may result in increased hours.

SUMMARY SCHEDULE OF PROFESSIONAL FEES

CITY OF LAKEVILLE	2025	2026	2027
Financial Statement Audit	\$53,500	\$55,400	\$57,800
Preparation of Financial Statements	\$6,000	\$6,500	\$7,000
TOTAL	\$59,500	\$61,900	\$64,800
Single Audit per major program (if required)	\$6,000	\$6,250	\$6,500

What Our Clients Say

CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their city thrive as we help them to evolve and grow. Our clients listed below serve as a sample of references of those we partner with for their audit services. Additional references are available upon request.



CITY OF SHAKOPEE

Nate Reinhardt
Finance Director
P 952.233.9326

CITY OF SAVAGE

Matt Burt
Finance Director
P 952.882.2691

CITY OF WHITE BEAR LAKE

Kerri Kindsvater
Finance Director
P 651.429.8517

"I like their willingness to discuss challenges and provide good, thoughtful guidance."

CITY OF BECKER

Mark Ebensteiner | Finance Director

Value-Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the additional solutions that we believe could be of great value to your city. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at www.abdosolutions.com.

ABDO FINANCIAL SOLUTIONS INTERIM ACCOUNTING SERVICES

With a staff of experienced professionals, we develop and implement creative solutions for entities of all shapes and sizes. We rely on a proven process to provide your city with the very best quality and value in financial management solutions. Our outsourced accounting and financial services include:

- Monthly accounting
- Temporary accounting help
- Finance Director outsourcing

HR & PAYROLL SERVICES

We help employers better support their most valuable resource...their people. Having clear and consistent HR practices that best suit the individuality of your city is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help cities with:

- Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

FRAUD & FORENSIC SERVICES

Fraud can happen when you least expect it. Even a single instance of it can devastate your city's accounting, not to mention its reputation. With Certified Fraud Examiners (CFEs) and forensic accounting experts on staff, we provide a broad slate of solutions to meet your unique needs - as well as those of your counsel and stakeholders. From conducting forensic data analyses of books and records to providing expert witness testimony, our seasoned professionals act swiftly and confidentially to help you maintain business as usual. If you notice signs of fraudulent activity or unethical conduct involving management, employees, or a third party, it's critical to gather evidence before you plan your next step - we can help.

Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For over 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 200 professionals and over six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

-- **Steve McDonald, CPA** | *Managing Partner*

An ongoing quest to be better, together

OUR COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We aim to build a firm that provides opportunities for people that are as diverse as the clients we serve. We believe that when we understand each other better, we grow better together.

Over the past several years, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through training opportunities, guest speakers, and cultural awareness activities. Our Diversity, Equity, and Inclusion Committee continues to implement new ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We continue to increase our number of women at the highest leadership level. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

Abdo is committed to advancing the interest in accounting careers for students of color at both the high school and college level. In 2022, the firm was chosen as one of just ten firms in the nation to host an ethnic minority accounting student as part of the AICPA's PCPS George Willie Ethnically Diverse Student Scholarship and Internship Program. The recipient of this scholarship remains with the firm today as a senior associate in our tax department.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education through partnering with expert speakers and trainers. Please let us know if you have any ideas on how we can improve diversity, equity, and inclusion at Abdo.



59%

of our employees
are female



56%

of our
management level
employees are
female



18%

of our interns this
year are people of
color

ABDO DIVERSE SCHOLARSHIP & INTERNSHIP PROGRAM

Abdo was a proud co-sponsor of the AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA. Upon conclusion of this successful partnership, we were inspired to create our own DEI Sponsorship program, annually awarding a rising diverse accounting student a scholarship & internship.



DEI Initiatives



PARTNERSHIP WITH NABA

Abdo is proud to sponsor the Minnesota State University, Mankato Chapter of NABA (National Association of Black Accountants) Inc. NABA is committed to increasing the number of African Americans in the accounting and finance professions and to promoting their success. As a firm, we are invested in not only increasing diversity within our organization but support diversifying the industry as a whole. We are committed to providing guidance and mentorship along with financial support to this organization.



GREATER MANKATO GROWTH DEI COLLABORATIVE

Abdo is a founding sponsor and member of Greater Mankato Growth's (the Mankato region's chamber of commerce) DEI Collaborative. This collaborative was formed to discuss what we could do as individuals, organizations, and the community to increase diversity and make our community a welcoming one. Together, we explored our individual biases, developed action plans to make a difference within our organization, and pledged to continue the work to make our community inclusive.

CEO ACTION PLEDGE

We are proud signatories of the CEO Action Pledge, a pledge signed by CEOs from different sectors, sizes, and geographical area to support more inclusive workplaces. As part of this pledge, we work toward goals including DEI education and recruiting. We promise to have the difficult conversations and make our firm, and this industry—one that better reflects the communities we live and work.

CEO **ACT!ON** FOR
DIVERSITY & INCLUSION

YWCA

We are committed to the continued support and advancement of women in our firm and in our communities. One of the ways we do this is through a partnership with YWCA Mankato, an organization whose mission is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. We are proud sponsors of the Elizabeth Kearney Women's Leadership Program, Women's Leadership Conference, and Women of Distinction event.



COMMUNITY INVOLVEMENT

Every year, we come together as a firm to participate in what we call a "Day of Action." This gives us an opportunity to give back to organizations within our communities that support underserved populations. You can catch us volunteering at a food shelf, building houses, or helping at an After School Program. In addition, the firm pledges 24 hours of VTO (Volunteer Time Off), for each employee to volunteer at the nonprofit of their choosing. We truly believe we are better, together.

License & Independence

LICENSED TO PRACTICE

Abdo and its entire CPA staff hold licenses to practice in a variety of states across the country. All licenses are in good standing and each staff member maintains an annual cycle of continued professional education as required by CPA licensure. Our CPAs are all members in good standing with the Society of CPAs in the state in which they live and work. They are also members of the American Institute of Certified Public Accountants (AICPA) which helps our team stay up to date on regulations and industry standards. This commitment to continual improvement mirrors our Firm's core value of growth and development and ensures that the work we are proposing here is held to the highest standards in the industry.

INDEPENDENCE

Our standards require that we be without bias with respect to your operations. Abdo (the Firm) is independent of City of Lakeville as defined by auditing standards generally accepted in the United States of America.

The Firm is a member of the American Institute of Certified Public Accountants Division of Firms and has received an unmodified opinion on its Peer Review, a copy of which is attached to this proposal in Appendix B. Our Peer Review was completed in 2023 and resulted in a pass rating.

The Firm has not had any federal or state desk reviews or field reviews of its audits in the last three years. We have had no disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

We maintain library facilities which include current professional literature and specific information for the industries that we serve. The firm library is also reviewed as part of the external quality review program.



Appendix A

PROPOSER GUARANTEES & WARRANTIES

Proposer Guarantees & Warranties

1. Proposer warrants that it is willing and able to comply with State of Minnesota Laws with respect to foreign (non-State of Minnesota) corporations.
2. Proposer warrants that it is willing and able to obtain an "errors and omissions" insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Lakeville located in Lakeville, Minnesota.
4. Proposer certifies that it can and will provide and make available at a minimum, all services set forth in Section II, Nature of Services Required.
5. Proposer warrants that all information provided in this proposal is true and accurate.

Signature of Official:



Name: Brad Falteysek, CPA

Title: Partner

Firm: Abdo

Date: October 07, 2025



Appendix B

PEER REVIEW REPORT

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 6, 2023

To the Partners of
Abdo, LLP
and the Peer Review Committee of the Minnesota Society
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Abdo, LLP (the firm) in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; audits of employee benefit plans, and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Abdo, LLP in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Abdo, LLP has received a peer review rating of *pass*.



Brady Martz and Associates, P.C.
Grand Forks, North Dakota



Appendix C

TEAM BIOS



Brad Falteysek

CPA

Government Partner

brad.falteysek@abdosolutions.com

Direct Line 952.715.3004

Brad joined the Firm in 1998. He graduated Cum Laude from Winona State University, and worked for two years with the Minnesota Office of the Legislative Auditor's Office. He is registered and licensed to practice as a CPA in Minnesota. His work includes audit and accounting for many of the Firm's governmental clients, including audits regulated under Uniform Guidance.

EDUCATION

- Bachelor of Science in Accounting, Winona State University
 - *Minor in Economics*
 - *Graduated Cum Laude*
- Continuing professional education as required by the AICPA and U.S. Government Accountability Office

PROFESSIONAL MEMBERSHIPS

- Minnesota Government Finance Officers Association
 - *At-large Board Member in 2023*
- Minnesota Society of Certified Public Accountants
- American Institute of Certified Public Accountants
- Minnesota Association of School Business Officials
- Government Finance Officers Association

QUALIFICATIONS

- 26 years of experience auditing local governments and schools in Minnesota
- Over 90 percent of billable time related to governmental clients
- Experienced in municipal government utility rate studies, long-term financial plans and budgeting assistance
- Presented at the Minnesota Association of School Business Officials Annual Conference, the Minnesota Government Finance Officers Association Annual Conference, and the Minnesota Clerks and Finance Officers Association Annual Conference



Tyler See

CPA

Senior Manager

tyler.see@abdosolutions.com

Direct Line 952.939.3230

Tyler joined the firm in 2017 after completing his Accounting degree from Minnesota State University, Mankato. He was a government audit intern during the 2017 audit season. Tyler works with a variety of local governments and schools in Minnesota providing annual audits. In addition to his expertise in annual auditing, Tyler is experienced in municipal long-term financial plans and utility rate studies.

EDUCATION

- Bachelor of Science in Accounting, Minnesota State University - Mankato
 - *Graduated Cum Laude*
- Master of Accounting, Minnesota State University – Mankato
- Continuing professional education as required by the AICPA and U.S. Government Accountability Office

PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants
- Minnesota Government Finance Officer's Association

QUALIFICATIONS

- 8 years of experience in auditing local governments and schools in Minnesota
- Over 90 percent of billable time relates to governmental clients
- Works extensively with Microsoft Office and several accounting software
- Experienced in municipal government long-term financial plans and utility rate studies



Adam Owens

CPA

Senior Associate

adam.owens@abdosolutions.com

Direct Line 952.715.3040

Adam joined the Firm in 2022 after graduating from the University of St. Thomas. Prior to joining Abdo full-time in October 2022, Adam was a government intern during the 2021 city audit season and 2022 school audit season.

EDUCATION

- Bachelor of Science in Economics, University of St. Thomas
 - *Graduated Magna Cum Laude*
- Continuing professional education as required by the AICPA and U.S. Government Accountability Office

QUALIFICATIONS

- 2 years of experience auditing local governments and schools in Minnesota
- Over 90 percent of billable time relates to governmental clients
- Works extensively with Microsoft Office and several accounting software



Hannah Anderson

Associate

hannah.anderson@abdosolutions.com

Direct Line 952.979.1173

Hannah joined the Firm full-time after graduating from Bemidji State University. Prior to joining Abdo full-time in, she was a government intern during the 2023 city audit season.

EDUCATION

- Bachelor of Science in Accounting, Bemidji State University
- Continuing professional education as required by the AICPA and U.S. Government Accountability Office

QUALIFICATIONS

- 1 year of experience auditing local governments and schools in Minnesota
- Over 90 percent of billable time relates to governmental clients
- Works extensively with Microsoft Office and multiple accounting software programs



Date: 11/3/2025

**Encroachment Agreement with SBF Commercial Holdings
for Private Improvements in Public Easements**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Encroachment Agreement with SBF Commercial Holdings, LLC for private improvements in public easements.

Overview

SBF Commercial Holdings, LLC (16893 Draft Horse Boulevard) requests approval for the construction of privately-owned and maintained concrete steps in public easements. The property owner will own and maintain the steps and will be responsible for removing the private improvements if the City determines the public easements must be utilized.

Supporting Information

1. Encroachment Agreement

Financial Impact: \$0 **Budgeted:** No **Source:** N/A

Envision Lakeville Community Values: Design that Connects the Community

Report Completed by: Alanna Sobottka, Civil Engineer

(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 **SBF COMMERCIAL HOLDINGS, LLC**, a Minnesota limited liability company (“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 4, Block 1, Spirit of Brandtjen Farm 25th Addition, Dakota County, Minnesota,
according to the recorded plat thereof.

(“Subject Property”)

The City owns easements for drainage and utility purposes over portions of the Subject Property (“Easement Areas”). The Owner desires to construct concrete steps (“Improvements”) 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 Improvements 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 Improvements located within the City's Easement Areas.
- The Improvements 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 Improvements 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 Improvements because of it being constructed in the City's Easement Areas.
- The Owner of the Subject Property will own and maintain the Improvements.

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 Improvements 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 Improvements are 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 Improvements 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 Improvements 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:
SBF COMMERCIAL HOLDINGS, LLC**

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

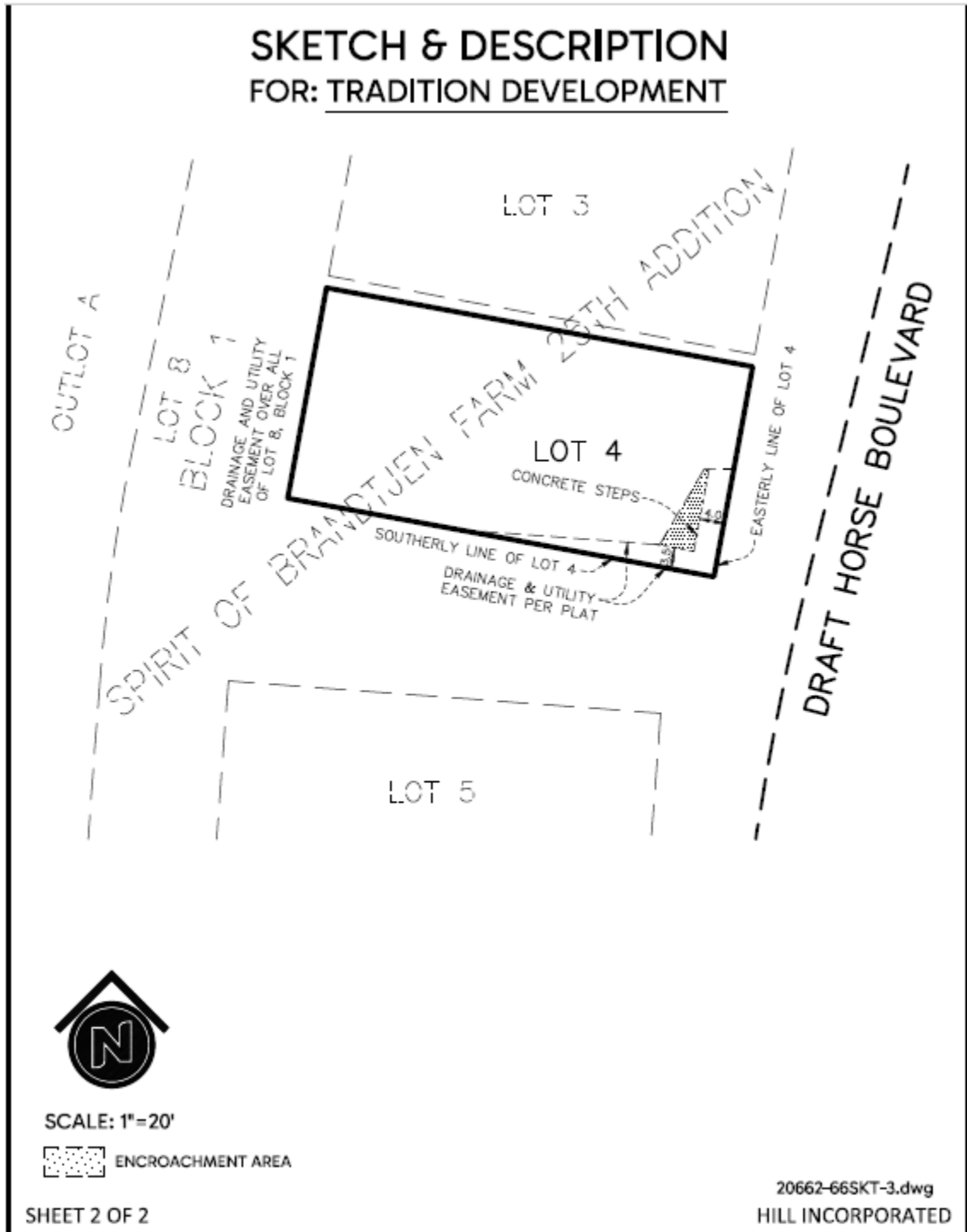
STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of **SBF Commercial Holdings, LLC**, a Minnesota limited liability company, on behalf of said entity.

Notary Public

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

EXHIBIT "A"





Date: 11/3/2025

Accepting Donation to the Fire Department from the McCoy Family

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution to accept a \$3,223 donation from Dave McCoy and Family to the Lakeville Department.

Overview

Dave McCoy and his family visited Fire Station 1 to honor the memory of Skyler McCoy, a Lakeville Firefighter who passed away on March 7, 2021, by generously donating \$3,223 to support the department. Skyler was deeply committed to his own wellness and that of his fellow firefighters, and the funds will be used to enhance the department's fitness equipment in his honor.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Michael Meyer, Fire Chief
--

CITY OF LAKEVILLE

RESOLUTION NO. _____

**ACCEPTING DONATION TO THE FIRE DEPARTMENT FROM THE MCCOY
FAMILY**

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

WHEREAS, the City of Lakeville's Fire Department has received a donation from Dave McCoy and family in the amount of \$3,223.00; and

WHEREAS, the donation is beneficial to the fire department.

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

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

ADOPTED by the Lakeville City Council this 3rd day of November 2025

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 11/3/2025

Proposal from WSB for Lake Marion Greenway Trail Legislative-Citizen Commission on Minnesota Resources (LCCMR) Grant Administration Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve Proposal for Lake Marion Greenway Trail Legislative-Citizen Commission on Minnesota Resources (LCCMR) Grant Administration Services.

Overview

Earlier this year, the Mayor and City Council approved a resolution authorizing an application to the LCCMR for a 2026 Environmental and Natural Resources Trust Fund Grant (ENRTF). The grant application requested funding for the Ritter Farm Park to Dodd Boulevard portion of the Lake Marion Greenway project. Staff presented the project to a panel of LCCMR board members in June, and the City was awarded \$1,797,000 in grant funding.

Representatives from WSB worked closely with staff on preparation for the panel presentation and are well-versed in grant application and administration processes. The attached proposal outlines all aspects of the grant administration processes, including:

- Project Management and Coordination
- Work Plan Revisions
- Work Plan Status Summaries
- Reimbursement Requests
- Final Submittal

WSB's oversight of the grant lifecycle will ensure the timely and accurate fulfillment of all grant requirements.

Supporting Information

1. Proposal from WSB for Lake Marion Greenway Trail LCCMR Grant Administration

Financial Impact: \$35,398.00 Budgeted: Yes Source: Park Dedication Fund Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Joe Masiarchin, Parks and Recreation Director
--

Scope of Work

Lake Marion Greenway Trail

LCCMR Grant Administration Services

The City of Lakeville's Lake Marion Greenway Trail project has been recommended for Environment and Natural Resources Trust Fund (ENRTF) funding by the Legislative-Citizen Commission on Minnesota Resources (LCCMR). City staff have requested a scope of work and proposed fee for assistance with grant administration. WSB will complete the tasks listed below.

This document represents WSB's best understanding of the scope and level of effort required to assist the City of Lakeville through the administration process. However, the actual level of effort will depend on the project schedule and the specific requests made to the City by LCCMR.

1. Project Management and Coordination

Task 1 will involve overall project management, including coordination with the City of Lakeville, progress reports, billing and quality control/quality assurance to ensure the final deliverables meet required standards.

Deliverables:

- Invoicing and progress reports
- Calls, emails and other correspondence
- Kickoff and check in meetings

2. Work Plan Revisions

Task 2 will involve completing any additional work plan revisions required by LCCMR.

Deliverables:

- Revised work plan text, graphics, maps, or other materials as requested

3. Work Plan Status Summaries

LCCMR will require work plan status summaries every 3-6 months that contain budget and schedule updates, work plan modifications (if needed), etc. Based on the anticipated project schedule, this scope assumes three updates per year from 2026 through 2029 for a total of 12 updates.

Deliverables:

- Draft and final work plan status summaries

4. Reimbursement Requests

This task will involve assisting the City with assembling and submitting the required materials to request reimbursement for work completed based on project milestones. Required materials will include invoices and proof of payment to contractors completing the work.

Deliverables:

- Draft and final reimbursement requests

5. Final Submittal

Task 5 involves preparation of the final project budget information, as built, payment requests, and proof of payment. This information will need to be submitted prior to the project's proposed end date.

Proposed Staff

Austin Hauf will lead the proposed scope. He will be supported by DJ Sosa and Luke Lunde. DJ is currently serving as PM for WSB's existing contract with the City for this project. Luke has assisted other communities with similar grant administration work.

Proposed Fee

WSB's proposed fee to assist the City with LCCMR grant administration activities is not to exceed \$35,398.

Task	Description	Hours	Cost
1.0	Project Management and Coordination	20	\$4,160
2.0	Work Plan Revisions	14	\$3,304
3.0	Work Plan Status Summaries	52	\$11,124
4.0	Reimbursement Requests	40	\$8,320
5.0	Final Submittal	40	\$8,760
TOTAL		166	\$35,398

Proposed Timeline

WSB will complete the tasks listed above on an as-needed basis according to funder requirements. Once this scope amendment is approved, a draft schedule will be submitted to the City of Lakeville for review and approval prior to commencing these services.

Master Agreement

The scope of work is a Supplemental Agreement as extension of and in accordance with the Master Agreement for Professional Services between the City of Lakeville and WSB, dated January 21, 2025.

CITY OF LAKEVILLE

BY: _____
Luke Hellier, Mayor

DATED: _____, 2025

AND: _____
Ann Orlofsky, City Clerk

City of Lakeville
LCCMR Grant Administration Services
Lake Marion Greenway Trail
Detailed Cost Breakdown of Tasks



Task	Description	Sr. PM	Sr. Planner	Sr. Soil Scientist	Total Hours	Cost
1.0	Project Management and Coordination	2	16	2	20	\$ 4,160.00
2.0	Work Plan Revisions	2	8	4	14	\$ 3,034.00
3.0	Work Plan Status Summaries	8	36	8	52	\$ 11,124.00
4.0	Reimbursement Requests	4	32	4	40	\$ 8,320.00
5.0	Final Submittal	8	24	8	40	\$ 8,760.00
Total Hours		24	116	26	166	
2026 Hourly Costs		\$279	\$197	\$225		
Fee		\$6,696	\$22,852	\$5,850		\$35,398



Date: 11/3/2025

Call Public Hearing to Reassess Canceled Special Assessments for Removal of a Hazardous Building

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution calling a Public Hearing to Reassess Canceled Special Assessments for Removal of a Hazardous Building.

Overview

The property located at 6649 167th Street West was previously subject to special assessments related to demolition costs approved by the District Court on May 3, 2017. These assessments were levied pursuant to Minnesota Statutes Sections 463.21, 463.22, and 429.061, following the City's enforcement action for removal of hazardous structures.

The property was subsequently forfeited to the State of Minnesota, and at that time, the outstanding assessments were canceled in accordance with State law. The City has now received notification from Dakota County that the property has been sold and that the previously canceled assessments are eligible to be reassessed under Minnesota Statutes Section 429.071, Subdivision 4.

A public hearing is therefore required to consider the reassessment of the remaining unpaid portion (\$49,254.49) of the original improvement costs against the property for Payable 2026.

Primary Issues to Consider

- The City's authority to reassess the canceled assessments under Minn. Stat. §429.071, Subd. 4.
- Establishing the reassessment amount consistent with prior Council actions.

Supporting Information

1. Resolution Calling Public Hearing - Reassess Canceled Assessments
2. Dakota Co Property Card 6649 167th St W
3. Court Order for Judgment & Certifying expenses
4. Res 17-085 Specially assess Demolition Charges
5. Res 17-148 Specially Assess Legal Fees
6. 2018 Property Tax Statement_6649 167th St W

Financial Impact: \$49,254.49 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Safety Throughout the Community
Report Completed by: Julie Stahl, Finance Director
Zach Johnson, City Engineer

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION CALLING PUBLIC HEARING TO REASSESS
CANCELED SPECIAL ASSESSMENTS FOR REMOVAL OF A HAZARDOUS
BUILDING**

WHEREAS, the original assessment for the removal of public health or safety hazards from private property (“special charges”) was originally assessed on July 5, 2017 (Res.17-085 and Res.17-148); and

WHEREAS, the property located at 6649 167th Street W, Lakeville, MN 55044 (Parcel #22-21173-04-100) (“Property”) was tax forfeited and the special assessment was cancelled because of the forfeiture; and

WHEREAS, Dakota County notified the City of Lakeville that the tax-forfeited parcel has been sold and the previously canceled assessments are eligible to be reassessed; and

WHEREAS, the City of Lakeville continues to desire to collect costs associated with the abatement of the hazardous building at the Property;

WHEREAS, Minn. Stat, 429.071 subd.4 authorizes the City to reassess a tax-forfeited parcel for the unpaid original assessments that were canceled because of the forfeiture; and

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

1. A public hearing shall be held on November 17, 2025 at the Lakeville Council Chambers, 20195 Holyoke Avenue, at 6:00 p.m. to consider reassessing unpaid demolition charges for the abatement of the hazardous building on the Property for collection with taxes and assessment of special charges.
2. The City Clerk is hereby directed to cause a notice of the hearing to be published once in the official newspaper at least two (2) weeks prior to the hearing. The City Clerk shall also cause mailed notice to be given to the owner of the parcel to be reassessed not less than two (2) weeks prior to the hearing.

ADOPTED this 3rd day of November, 2025 by the City Council of the City of Lakeville.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

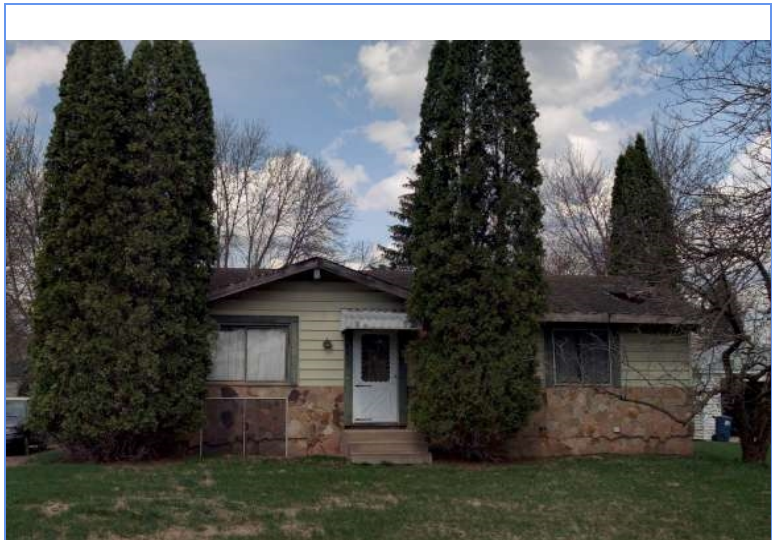
ATTEST:

Ann Orlofsky, City Clerk

Property Card	Parcel ID Number 22-21173-04-100
----------------------	----------------------------------

Owner Information
Fee Owner PAT CHAN VANH CHAN
Mailing Address 5546 SANIBEL DR MINNETONKA MN 55343

Property Address
Address 6649 167TH ST W
Municipality LAKEVILLE



Parcel Information		
Sale Date	Total Acres	0.25
Sale Value \$0.00	R/W Acres	
Uses RESIDENTIAL	Water Acres	
	Plat	DONNAYS VALLEY PARK 4TH ADD
	Lot and Block	10 4
	Tax Description	

2025 Building Characteristics (payable 2026)*		
Building Type	Year Built 0	Bedrooms
Building Style	Foundation Sq Ft	Bathrooms
Frame	Above Grade Sq Ft	Garage Sq Ft
Multiple Buildings	Finished Sq Ft	Other Garage

Miscellaneous Information					
School District 196	Watershed District VERMILLION RIVER	Homestead NON HOMESTEAD	Green Acres	Ag Preserve	Open Space

Assessor Valuation		
	Taxable	Estimated
2025 Land Values (payable 2026)	\$58,600.00	\$58,600.00
2025 Building Values (payable 2026)*	\$0.00	\$0.00
2025 Total Values (payable 2026)*	\$58,600.00	\$58,600.00
2024 Total Values (payable 2025)*	\$0.00	\$57,300.00

Property Tax Information		
Net Tax (payable 2025) \$0.00	Special Assessments (2025) \$0.00	Total Tax & Assessments (2025) \$0.00

* Manufactured Homes Payable the Same Year as Assessment.

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.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT
CASE TYPE: Other Civil

IN RE:

Court File No.: 19HA-CV-16-2473

The Matter of a Hazardous Building
Located at 6649 167th Street West,
City of Lakeville, Dakota County, Minnesota

**ORDER FOR JUDGMENT
AND JUDGMENT ALLOWING
AND CERTIFYING EXPENSES**

On May 3, 2017 at 9:00 a.m., the above-entitled matter came on for hearing before the undersigned Judge of First Judicial District Court, on the City of Lakeville's request for approval of expenses incurred in enforcing the City's Order to Correct or Remove Hazardous Conditions or Raze or Remove Hazardous Building, relating to the property located at 6649 167th Street West, Lakeville, Minnesota, pursuant to Minn. Stat. §§ 463.21 & 463.22.

The City was represented by its attorney, Amy B. Schutt, of Campbell Knutson, Professional Association, 860 Blue Gentian Road, Suite 290, Eagan, Minnesota, 55121. The Property Owner did not appear.

Based on the pleadings, all files, records and proceedings in the above-entitled matter:

IT IS HEREBY ORDERED:

I.

1. The City's costs of removal and correction of the hazardous condition in the amount of \$44,300.00 are hereby approved.
2. The City is directed to proceed with recovery of these costs pursuant to the special assessment procedure outlined in Minn. Stat. §§ 429.061 to 429.081.

II.

1. The City's Expense Account in the amount of \$9,764.14 is hereby approved and certified to the Lakeville City Clerk.

FILED FIRST JUDICIAL DISTRICT
DAKOTA COUNTY, Court Administrator

MAY 02 2017

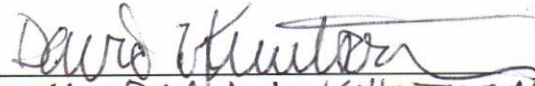
2. If the Property Owner(s) do not pay the total balance of the City's Expense Account by October 1, 2017, the Lakeville City Clerk is directed to certify the amount of the expenses to the Dakota County Auditor for entry on the tax rolls of the county as a special charge against the subject property, legally described as:

Lot 10, Block 4, Donnay's Valley Park 4th Addition, Dakota County, Minnesota
to be collected in the same manner as other taxes and the amount so collected shall be paid to the City of Lakeville, Minnesota.

LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 5/3/17

BY THE COURT:

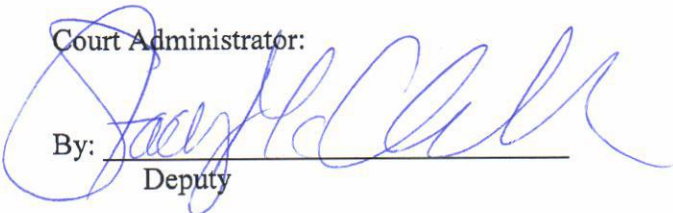

Honorable DAVID L. KNUTSON
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes the entry of Judgment of the Court.

Dated: 5/3, 2017

Court Administrator:

By: 
Deputy

CITY OF LAKEVILLE

RESOLUTION NO. 17-85

**RESOLUTION SPECIALLY ASSESSING UNPAID DEMOLITION CHARGES TO
THE COUNTY AUDITOR-TREASURER**

WHEREAS, Minn. Stat, 429.101 authorizes the City to special assess for the removal or elimination of public health or safety hazards from private property (“special charges”).

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

1. Assessment No. 1358 in the amount of \$95,640.54 relating to specially assessing unpaid demolition charges is calculated as follows:

Total unpaid demolition charges	\$	75,410.00
Interest	\$	20,230.54
Total certified	\$	95,640.54

The proposed assessment is hereby accepted and shall constitute a special assessment against the lands named therein:

Address	Tax Roll Number	Demolition Charges	18% Annual Interest	Total Assessment
11311 178 th Street W.	227589003040	\$31,110.00	\$8,346.00	\$39,456.00
6649 167 th Street W.	222117304100	\$44,300.00	\$11,884.54	\$56,184.54

The amounts certified shall bear interest from the date of this resolution until December 31, 2018 at the rate of eighteen percent (18%) per annum. 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, 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

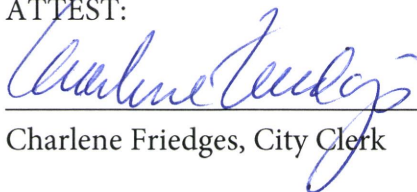
December 31 of the year in which such payment is made. Such payment must be made before December 31, 2017, or interest will be charged through December 31 of the succeeding year. A copy of this resolution, together with the assessment roll, is to be forwarded to the Dakota County Treasurer/Auditor for collection with other taxes.

ADOPTED this 5th day of July 2017 by the City Council of the City of Lakeville

CITY OF LAKEVILLE

By: 
Douglas P. Anderson

ATTEST:


Charlene Friedges, City Clerk

item 8
Approved



Date: October 16, 2017

Item No.

**RESOLUTION CERTIFYING SPECIAL
CHARGES TO THE COUNTY AUDITOR-TREASURER**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Certifying Special Charges to the County Auditor-Treasurer.

Overview

On May 3, 2017, the City went before the District Court to request approval of expenses incurred in enforcing the City's order for removal of hazardous buildings pursuant to Minn. Stat 463.21 & 463.22 on properties located at 11311 178th Street West and 6649 167th Street. The District Court ordered that the City's legal costs of removal and correction of the hazardous conditions in the amount of \$9,350.62 and \$9,764.14, respectively, were approved and directed the City that if the property owners did not pay the total balance of these charges by October 1, 2017, the City could pursue certifying the amount of the expenses to the Dakota County Auditor for entry on the tax rolls of the county as a special charge against the property. As of the date of this council report the City has not received any payments related to either of these properties.

Primary Issues to Consider

- None

Supporting Information

- Resolution
- Exhibit A
- District Court Order for Judgement and Judgement Allowing and Certifying Expenses
- property address 11311 178th Street West
- District Court Order for Judgement and Judgement Allowing and Certifying Expenses
- property address 6649 167th Street West

Financial Impact: \$19,115

Budgeted: Y ☐ N ☒ **Source:**

Related Documents: (CIP, ERP, etc.):

Envision Lakeville Community Values: Good Value for Public Services

Report Completed by: David Olson, Community and Economic Development Director, and Julie Werner, Assistant Finance Director

CITY OF LAKEVILLE

RESOLUTION NO. 17-148

RESOLUTION CERTIFYING SPECIAL CHARGES TO THE
COUNTY AUDITOR-TREASURER

WHEREAS, District Court Order for Judgement authorizes the City to certify for the removal or elimination of public health or safety hazards from private property ("special charges").

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

Assessment No. 1362 in the amount of \$19,114.76 relating to the certification of unpaid legal charges is hereby approved.

The proposed assessment (Exhibit A), a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute a special assessment against the lands named therein.

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. 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 this 16th day of October, 2017 by the City Council of the City of Lakeville

CITY OF LAKEVILLE

By: 
Douglas P. Anderson

ATTEST:


Charlene Friedges, City Clerk

Exhibit A

Name	Address	Tax Roll Number	Total Assessment
Michelle Boyd	11311 178th Street West	227589003040	\$ 9,350.62
Diane Feldman	6649 167th Street West	222117304100	\$ 9,764.14
TOTALS			\$ 19,114.76

PARID 22-21173-04-100
NBHD 22RES002
FELDMAN|DIANE PATRICIA

JUR 019
ROLL RP
6649 167TH ST W , ROSEMOUNT 55068

Property Tax by Jurisdiction

Pay Year:	2018
County Tax:	\$135.56
Regional Rail Tax:	\$.16
Municipality Tax:	\$185.74
State Tax:	\$.00
School District Voter Levies:	\$103.06
School District Other Levies:	\$114.84
Metro Special Taxing Districts:	\$12.10
Other Special Taxing Districts:	\$9.74
Tax Increment Tax:	\$.00
Fiscal Disparity Tax:	\$.00
City Referendum Tax:	\$.00
County Referendum Tax:	\$.00
Net Tax:	\$561.20
Special Assessments:	\$66,455.70
TOTAL TAX/A:	\$67,016.90
Half Payment:	\$33,508.45

Property Tax and Credits

Gross Tax Before Credits:	\$561.20
Homestead and Ag Market Value Credits:	\$.00
Ag Preserve/Disaster Credit:	
School Bond Credit:	\$.00
Powerline Credit	\$.00
Net Tax After Credits:	\$561.20

Miscellaneous Statement Information

Qualifying Tax Amount:	\$.00
Veterans Exclusion:	
Senior Deferral:	N
Exempt:	N
Tax Change:	N
MSA Int:	N
Coop #:	
Mortgage Code:	
Late Farm:	N
Contig Parcel:	N
UTA:	2206

Homestead

Non-Homestead

Values

Tax Market Value:	40,800
Estimated Market Value:	40,800
T1 TCAP Value:	0
FD TCAP Value:	0
Tax Capacity Value:	510
State TCAP Value:	0
Old House Market Value:	0

New Construction Value: 0

Rates

Total TCAP Rate %:	88.658
Total Market Rate %:	.26715
State Rate %:	
FD Ratio %:	.37060468
FD Area Wide Rate %:	145.095

Special Assessments:

Project#	Year	Roll Type	Val 1	Val 2	Calc Amt	Override	Amount	Fees	Calc. ...
221291	2017	RP	4,162.36	1.00	317.38		317.38	0.00	D
221354	2017	RP	189.64	1.00	189.64	189.64	189.64	0.00	3
221358	2017	RP	56,184.54		56,184.54		56,184.54	0.00	3
221362	2017	RP	9,764.14		9,764.14		9,764.14	0.00	3



Date: 11/3/2025

Release of Development Contract for Muller Family Theatre Second Addition

Proposed Action

Staff recommends adoption of the following motion: Move to approve the release from the Muller Family Theatre Addition Development Contract for the property at Muller Family Theatre Second Addition.

Overview

The City and Muller Family Theatres of Lakeville, LLC, a Minnesota limited liability company, entered into a Development Contract dated May 15, 1997. The City has been requested to release and discharge the property at Lot 1, Block 1, Muller Family Theatre Second Addition. City staff has confirmed all requirements of the 1997 contract have been met relating to the property and there is no longer a need to have the contract recorded against the property.

Supporting Information

1. Release of Development Contract

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

(reserved for recording information)

RELEASE OF DEVELOPMENT CONTRACT

RELEASE OF DEVELOPMENT CONTRACT granted this _____ day of _____, 2025, by the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”).

WHEREAS, the City and Muller Family Theatres of Lakeville, LLC, a Minnesota limited liability company, entered into a Development Contract dated May 15, 1997 and recorded June 16, 1997 with the Office of the County Recorder, Dakota County, Minnesota as Document No. **1426926**; and

WHEREAS, the City has been requested to release and discharge the property legally described on Exhibit A (“Property”) from the Contract;

WHEREAS, all requirements of the Contract have been met as to the Property and there is no longer a need to have the Contract recorded against the Property.

NOW THEREFORE, be it resolved by the City of Lakeville, Minnesota:

The Property is released and discharged from the Contract.

ADOPTED this _____ day of _____, 2025.

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

CITY OF LAKEVILLE

(Seal)

By _____
Luke M. Hellier, Mayor

By _____
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 the 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

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

EXHIBIT A

Lot 1, Block 1, Muller Family Theatre Second Addition, Dakota County, Minnesota, according to the recorded plat thereof.



Date: 11/3/2025

2026 LELS Lieutenants Labor Agreement

Proposed Action

Staff recommends adoption of the following motion: move to approve the 2026 LELS Lieutenants Labor Agreement.

Overview

The current LELS labor agreement expires on 12/31/2025. Staff entered into the negotiation process with LELS members to negotiate the attached labor agreement to be effective for 1/1/2026. The main adjustments include: appropriate wage adjustments for 2026, the addition of a cardio exam reimbursement, and updated MOUs regarding contributions to HCSP accounts and clarification surrounding how insurance benefits are offered.

This is a one-year contract that will be negotiated again in 2026 for the 2027 year and beyond.

Supporting Information

1. LELS Lieutenants 2026 Labor Agreement - Union Signed

Financial Impact: \$ Budgeted: Yes Source: Envision Lakeville Community Values: Good Value for Public Service, Safety Throughout the Community Report Completed by: Alissa Frey, Human Resources Director

LABOR AGREEMENT
BETWEEN
CITY OF LAKEVILLE, MINNESOTA
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 384)
LIEUTENANTS

Effective January 1, 2026 through December 31, 2026

TABLE OF CONTENTS

ARTICLE 1.

PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Lakeville, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called the Union, on behalf of the Employees of Local No. 384.

It is the intent and purpose of this Agreement to:

- 1.1 Achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of performance that is consistent with the well-being of all concerned.
- 1.2 Establish the full and complete understanding of the parties concerning the terms and conditions of this Agreement.
- 1.3 Establish procedures to orderly and peacefully resolve disputes as to the application and interpretation of this Agreement.
- 1.3.1 Place in written form the parties' Agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2.

RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for the bargaining unit certified by the Bureau of Mediation Services on June 12, 2014, BMS Case No. 14 PCE-1241, and described as follows:

All essential licensed lieutenants employed by the Lakeville Police Department, Lakeville, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, subd. 14, excluding confidential, and all other employees.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3.

DEFINITIONS

- 3.1 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.2 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc. Employees' Union, Local No. 384 to act on behalf of the Union.
- 3.3 UNION: The Law Enforcement Labor Services, Inc. Employees' Union, Local No. 384.

- 3.4 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc. Employees' Union, Local No. 384.
- 3.5 DEPARTMENT: The Lakeville Police Department.
- 3.6 EMPLOYER: The City of Lakeville, Minnesota.
- 3.7 EMPLOYER DESIGNATED REPRESENTATIVE: A person designated by the Employer to act on its behalf.
- 3.8 CHIEF: The Chief of the Lakeville Police Department.
- 3.9 LIEUTENANT: An employee promoted to job classification and/or job position of Lieutenant.
- 3.10 SCHEDULED SHIFT: A consecutive work period including rest breaks and lunch break.
- 3.11 REST BREAKS: Periods during the scheduled shift when the Employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAK: A period during the scheduled shift when the Employee remains on continual duty and is responsible for assigned duties.
- 3.13 STRIKE: Conceded action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.14 PROMOTION: A change in job classification which results in an increase in pay.
- 3.15 EMERGENCY: An emergency is defined as an unforeseen occasion not controllable by the Employer or the Employer's Designated Representative.

ARTICLE 4. **MANAGEMENT RIGHTS**

- 4.1 The Employer and L.E.L.S. recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Police Department and to meet its obligations under Federal, State, and Local law, such rights to include, but not limited to, the right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules.

ARTICLE 5.**UNION SECURITY**

- 5.1 The Employer shall deduct from the wages of Employees who authorize such deduction in writing an amount necessary to cover monthly Union dues. Such moneys shall be remitted as directed by the Union.
- 5.2 The Union may designate Employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward or alternate.
- 5.3 The Employer shall make space available on the Employee bulletin board for posting Union notice(s) and announcement(s).
- 5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 6.**SAVINGS CLAUSE**

- 6.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Lakeville, Minnesota. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations either party may request that the other party meet and negotiate over amendments to or a substitution for the invalidated provision. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. §179A.06, and the rights and obligations of the Employer shall be subject to the provisions of Minn. Stat. §179A.07.

ARTICLE 7.**GRIEVANCE PROCEDURE**

- 7.1 **DEFINITION OF A GRIEVANCE**
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 **UNION REPRESENTATIVES**
The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.
- 7.3 **PROCESSING OF A GRIEVANCE**
It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall, therefore, be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and Union Representative shall be allowed a reasonable amount of time

without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 PROCEDURE

Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer Designated Representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer Designated Representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer Designated Step 2 Representative. The Employer Designated Representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer Designated Representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 2A. If the grievance is not resolved at Step 2 of the grievance procedure, the parties, by mutual Agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 2 of the grievance procedure.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to take the grievance to the next step. The time limit in each step may be extended by mutual written Agreement of the Employer and the Union in each step.

ARTICLE 8. **DISCIPLINE**

8.1 The Employer or the Employer's Designated Representative will discipline Employees for just cause only.

8.2 Discipline will be in one or more of the following forms:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Demotion
- e) Discharge

8.3 Suspensions, demotions and discharges will be in written form.

8.4 Written reprimands, notices of suspension, and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by the signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.

- 8.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer or the Employer's Designated Representative.
- 8.6 Discharges will be preceded by a five (5) day suspension without pay except in cases of Veterans as defined by MSA 97 et seq.
- 8.7 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 8.8 Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 7.
- 8.9 An employee may request a review of prior written discipline or suspensions with the Chief of Police after a period of three years have passed with no same or similar incidents. The Chief of Police will have the ultimate discretion to remove the discipline from the employee's file or require that it remain in the personnel file.

ARTICLE 9. **PROBATIONARY PERIOD**

- 9.1 The probationary period for new Employees or rehired former Employees covered under this Agreement shall be twelve (12) months. At any time during this probationary period the Employee may be dismissed at the sole discretion of the Employer if performance is unsatisfactory.
- 9.2 The probationary period for Employees who are promoted to the position of Lieutenant shall be six (6) months. During the probationary period for promoted Employees, the Employer may assign the Employee to his/her former position at the sole discretion of the Employer.
- 9.3 During the probationary period of a newly hired, rehired or promoted Employee, the Employer or the Employer Designated Representative may assign an Employee to shifts for the duration of probation.

ARTICLE 10. **SENIORITY**

- 10.1 DEPARTMENTAL SENIORITY shall be defined as a regular, full-time Employee's length of continuous service with the City as a sworn Police Officer since his/her last hiring date. "Last hiring date" means the date upon which an Employee first reported for work in the Police Department as a sworn Police Officer since which he/she has not quit, retired, been transferred outside the Department or been discharged.
- 10.2 CLASSIFICATION SENIORITY shall be defined as a regular, full-time Employee's length of continuous service with the City under each classification, i.e. Lieutenant. Employees shall not attain classification seniority until the completion of the

probationary period in the classification, at which time seniority classification shall relate back to the most recent date of promotion or reclassification.

- 10.3 Where two or more Employees in the same classification were promoted on the same date, then length of total service with the Police Department shall determine their seniority in the classification. If length of total service with the Police Department is also the same, then seniority will be determined by lottery and method determined administratively.
- 10.4 An Employee shall forfeit seniority rights only for the following reasons:
- A. The Employee resigned and has not been reinstated within two (2) years of the day of resignation;
 - B. The Employee is dismissed, with just cause, and is not reinstated;
 - C. The Employee is absent without leave for a period of five (5) scheduled working days or more. Exceptions to this may be made by the Employer on the grounds of good cause for failure to report;
 - D. The Employee retires on a regular service retirement.
- 10.5 LAYOFF
- Except in those instances where senior Employees are not qualified to perform remaining work, seniority shall determine the order of Layoff.
- 10.5.1 Layoff shall be by classification within the department in inverse order of classification seniority. However, an Employee about to be laid off shall have the right to bump (displace) any Employee in a lower classification, provided that the Employer determines the Employee who is exercising bumping rights has previously held the position and is adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the Employee who is to be bumped.
- 10.5.2 Recall from layoff, which shall be by classification within the department, in inverse order of layoff provided that, if an Employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the Employee and Employer, she/he shall automatically have terminated her/his employment. Recall notification shall be by mail to the Employee's last known address for an indefinite layoff and shall be contained in the layoff notice for layoffs for a definite period. An Employee's name shall be retained on the recall list for two (2) years, at which time all rights to recall shall terminate.
- 10.5.3 The Employer shall not hire a new Employee in a classification where an Employee is laid off with the right for recall.
- 10.5.4 The Employer shall issue written notice of an indefinite layoff at least fifteen (15) calendar days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members. The Employer shall issue written notice of recall from an indefinite layoff to affected Employees by certified mail/return

receipt, providing at least fifteen calendar (15) days to return to work. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five (45) or more days. The Employer may layoff an Employee for a definite period of forty-four (44) days or less by giving written notice at least seven (7) calendar days in advance to the affected Employees by certified mail/return receipt.

- 10.5.5 Voluntary Leaves Before Layoff. Prior to laying off an Employee the Employer will offer a voluntary leave of absence to other Employees in the affected classification to prevent the involuntary layoff of an Employee. An Employee on such leave shall continue to accrue seniority as though the Employee was working. The leave shall be for a period not to exceed two (2) years from the effective date of the leave.
- 10.6 Seniority in the bargaining unit will be kept by time in all positions covered by the bargaining unit for the purpose of vacation bidding, shift bidding and reduction of positions and layoff from established positions of Lieutenant.
- 10.7 One continuous vacation shall be selected by specific dates on the basis of classification seniority until April 1st of each calendar year. An Employee not making selection by this date will be deemed to have waived seniority selection.
- 10.8 Within thirty (30) days after the signing of this Agreement, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification to include and rank, in order of highest to lowest seniority, all permanent Employees in the bargaining unit.

ARTICLE 11. **WORK SCHEDULE**

- 11.1 The normal work year is two thousand and eighty hours (2,080) to be accounted for by each Employee through:
- a) Scheduled hours of work
 - b) Holidays
 - c) Authorized sick leave time
 - d) Training
 - e) Vacation
 - f) Funeral leave
- 11.2 Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer or the Employer's Designated Representative may assign Employees.

ARTICLE 12. **TIME CARDS/REPORTS**

- 12.1 Employees shall report their hours worked on a bi-weekly time card report form provided by the Employer or the Employer's Designated Representative and signed by the Employee. No Employee shall make entries on another Employee's time card unless

express written approval is received from the Chief of Police or the Employer Designated Representative.

ARTICLE 13.

SALARY SCHEDULE

13.1 SALARY SCHEDULE: the rates of pay for calendar year 2026 for Lieutenants are set forth in Appendix B.

13.2 INTERNAL PROMOTIONS: Internal employees promoted to a Lieutenant role will start at a rate of pay that is above the top Sergeant rate.

13.3 PERFORMANCE EVALUATION

If an employee receives an overall rating that results in denial of a step increase, in their performance evaluation, the employee may request that they be permitted to attempt to improve their performance to the point where they qualify for the step increase. Upon such request, the supervisor will establish tasks and goals in writing to be completed to bring the employee's performance up to a rating that would qualify the employee for a step increase. The employee and supervisor will complete a 90-day follow-up review.

In the event that the follow up evaluation results in a supervisory determination of performance warranting a step increase, said increase will be effective beginning the first full pay period following such supervisory determination.

Appeals Process

If an employee receives an overall rating that results in denial of a step increase, in their performance evaluation, they may appeal their evaluation utilizing this process.

Step 1. Within five (5) working days after the performance evaluation form has been finalized and the employee must notify the supervisor that they wish to appeal the performance evaluation. A meeting must take place to discuss the issues between the supervisor and the employee within five (5) working days (exclusive of vacation and sick leave) of the notice by the employee.

If not resolved, then;

Step 2. Within five (5) working days following the meeting in Step 1, the employee is required to put in writing the areas which are of concern or in disagreement and submit to the Deputy Police Chief. The Deputy Police Chief is required to review the document and respond to the employee within five (5) working days (exclusive of vacation and sick leave).

Step 3. If not resolved and the employee wishes to appeal, it shall be referred, in writing, to the Chief of Police. The Chief of Police is required to review and document and respond to the employee within five (5) working days (exclusive of vacation and sick leave).

Step 4. If not resolved and the employee wishes to appeal, it shall be referred, in writing, to the City Administrator. The City Administrator is required to review and document and respond to the employee within five (5) working days (exclusive of vacation and sick leave).

If the City Administrator determines that the Performance Evaluation is accurate, the evaluation remains as is. The employee may attach a document outlining areas of disagreement.

The process outlined in this appeal process is the exclusive means to contest the review. The matter is not an appropriate topic for the grievance procedure and may not be submitted to arbitration. This appeal process does not apply to a follow up evaluation as noted above. Determinations under a follow up evaluation process are not subject to appeal.

ARTICLE 14. **OVERTIME**

14.1 Overtime shifts will be offered first to Police Officers and Sergeants. Lieutenants who are assigned to work Pan-O-Prog and contracted off duty overtime will be paid at the top sergeant rate.

ARTICLE 15. **INSURANCE, MEDICAL, LIFE AND DENTAL**

15.1 Effective January 1, 2024 , the Employer will make payment according to the schedule set forth in Appendix C.

The VEBA and HSA funding will be deposited in two installments. The first six months of funding will be deposited in January and the second six months of funding will be deposited in July. Deposits for new employees will be prorated.

15.2 The City of Lakeville provides single health insurance to the employee for the lowest cost, high deductible plan. The Employer contributes 70% for the dependent coverage for the lowest cost, high deductible plan. Once these values are set, they are applied to the other high optional plans.

15.3 Any cost beyond the amounts payable by the Employer shall be paid by the Employee via payroll deduction.

15.4 In the event that the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty or fine, either party may request that the other party meet and negotiate over amendments to those health insurance provisions that the requesting party deems necessary. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. §179A.06 and the rights and obligations of the Employer shall be subject to the provisions of Minn. Stat. §179A.07.

15.5 The City will provide employees with \$50,000 life insurance coverage and contribute 100% of the monthly cost.

- 15.6 The Employer shall contribute 100% of the cost of single coverage toward group dental insurance coverage. If the Employee elects additional dependent coverage, the Employee will pay the monthly cost above the Employer contribution via payroll deduction.

ARTICLE 16. **FALSE ARREST INSURANCE**

- 16.1 The Employer shall provide false arrest insurance for the Employee.

ARTICLE 17. **TUITION REIMBURSEMENT**

- 17.1 Employees shall be reimbursed 100% for tuition cost upon completion of college courses approved by the Employer or the Employer's Designated Representative as beneficial to the performance of Employee's duties and required for the attainment of a Bachelor's or a Master's degree. The Employee must receive a letter grade of "C" or better or "Pass" on the pass/fail grade system to qualify for tuition reimbursement. An Employee must have completed the probationary period to be eligible for tuition reimbursement towards a Bachelor's Degree. Further, an Employee must have completed three years of service to be eligible for tuition reimbursement towards a Master's Degree. Reimbursement will be paid based on 1997 tuition costs and thereafter of the tuition paid for the course not to exceed the tuition rate charged by the University of Minnesota for an equivalent course. Beneficial courses shall include, but are not limited to, courses leading to a degree such as Business Administration, Public Administration, Social Sciences, Law Enforcement and similarly related major courses of study.

ARTICLE 18. **VACATION/USE**

- 18.1 The vacation schedule shall be as follows:

Beginning in the 1 st year of employment	10 days	80 hrs.
Beginning in the 3 rd year of employment	11 days	88 hrs.
Beginning in the 4 th year of employment	12 days	96 hrs.
Beginning in the 5 th year of employment	15 days	120 hrs.
Beginning in the 7 th year of employment	16 days	128 hrs.
Beginning in the 9 th year of employment	17 days	136 hrs.
Beginning in the 12 th year of employment	18 days	144 hrs.
Beginning in the 14 th year of employment	19 days	152 hrs.
Beginning in the 15 th year of employment	20 days	160 hrs.
Beginning in the 16 th year of employment	21 days	168 hrs.
Beginning in the 17 th year of employment	22 days	176 hrs.
Beginning in the 18 th year of employment	23 days	184 hrs.
Beginning in the 19 th year of employment	24 days	192 hrs.
Beginning in the 20 th year of employment	25 days	200 hrs.
Beginning in the 25 th year of employment	27 days	216 hrs.

- 18.2 Employees shall accrue vacation during the first year of employment, but shall not be eligible to use accrued vacation until completion of the first 6 months of employment.

- 18.3 Except as approved by the Employer or the Employer's Designated representative, Employees will not be allowed to carry over more than the equivalent number of hours of vacation they have earned in the two previous calendar years.
- 18.4 Employees leaving the service in good standing after giving two weeks' notice shall be paid for any and all earned and unused vacation leave.

ARTICLE 19. **HOLIDAYS**

19.1 There shall be twelve (12) holidays per year as follows:

New Year's Day, January 1
Martin Luther King's Birthday, Third Monday in January
Washington's Birthday, Third Monday in February
Memorial Day, Last Monday in May
Independence Day, July 4th
Juneteenth, June 19th
Labor Day, First Monday in September
Veteran's Day, November 11
Thanksgiving Day, Fourth Thursday in November
Day After Thanksgiving, Fourth Friday in November
Christmas Eve, December 24
Christmas Day, December 25

19.2 Lieutenants will receive their regular pay for holidays not worked. In the event that the Chief of Police mandates that a Lieutenant work a listed holiday, the Lieutenant will receive a premium of \$250.00 for working the holiday.

ARTICLE 20. **SICK LEAVE**

20.1 Sick leave is to be earned at a rate of one eight (8) hour day per month with no limit to accumulation. Sick leave is earned while on vacation, sick leave and injury on duty leave.

20.2 In order to be eligible for sick leave pay, an Employee must:

- a. Report no later than one hour before the beginning of the shift or sooner if possible.
- b. Keep the Chief of Police informed of his or condition.
- c. Submit a medical certificate for any illness of three days or longer if requested by the Chief of Police.

20.3 Sick leave can be used for the same purposes and requirements as outlined by Minn. Stat. §181.9447 (ESST).

20.4 If the Employer or the Employer Designated Representative has reason to believe an Employee is abusing sick leave by review of the usage, the Employee may be required to submit a doctor's statement upon written advance notice from the Employer or the Employer Designated Representative for future usage. Where abuse is evident, an

employee shall be subject to the provisions of Article 8 of the AGREEMENT. Employees are expected to accumulate sick leave and not abuse it by using it as it accrues monthly.

ARTICLE 21. PAID TIME OFF

- 21.1 Employees will have the opportunity to participate in the PTO benefit. Employees who choose not to participate will have the option on an annual basis to switch to the PTO plan during a period of open enrollment. Once the election is made to convert to the PTO program, employees cannot return to the vacation and sick leave program. Articles 22 and 24 of the collective bargaining agreement will no longer apply to members enrolling in the PTO plan. Once a minimum of 75% of employees have enrolled in PTO, all new employees will automatically be offered PTO.
- 21.2 PTO can be used for any purpose, subject only to normal request/approval procedures consistent with policy and labor agreements.
- 21.3 Requests for leave for reasons other than illness or injury must be submitted to the supervisor a minimum of 14 days (two weeks) in advance when possible, and will be granted in seniority order. Requests made with less than 14 days' notice will be granted on a first-come, first-served basis consistent with policy and labor agreements. Time off requests made with less than 14 days' notice will not be denied solely because the request was not made 14 days in advance.
- 21.4 Emergency use (illness or injury) requires notification to the supervisor a minimum of 60 minutes prior to the employee's scheduled workday when possible. If the employer has reason to believe an Employee is abusing the emergency use of PTO time, that employee may be required to provide documentation of the emergency such as a physician's note.
- 21.5 PTO time is accrued bi-weekly on an hourly basis.
- 21.6 The maximum amount of PTO that can be accrued and carried over to the next year will be 576 hours.
- 21.7 An employee that leaves the city in good standing, after giving proper notice, will be compensated for PTO leave accrued and unused to the date of separation. Good standing is defined as an employee who has not been discharged or terminated for cause.
- 21.8 Employees using PTO leave will be considered to be working for the purpose of accumulating additional PTO time.
- 21.9 Once during the calendar year full-time employees may cash out up to forty PTO hours. Part-time employees have the ability to cash out a pro-rated value of 40 hours each calendar year.

PTO ACCRUAL SCHEDULE

- 21.10 The accrual schedule for full-time employees is as follows:

1st year of employment,	18 days	144 hours
2nd year of employment,	18 days	144 hours
3rd year of employment,	19 days	152 hours
4th year of employment,	19 days	152 hours
5th year of employment,	20 days	160 hours

6th year of employment,	20 days	160 hours
7th year of employment,	22 days	176 hours
8th year of employment,	22 days	176 hours
9th year of employment,	24 days	192 hours
10th year of employment,	24 days	192 hours
11th year of employment,	26 days	208 hours
12th year of employment,	26 days	208 hours
13th year of employment,	28 days	224 hours
14th year of employment,	28 days	224 hours
15th year of employment,	30 days	240 hours
20 th year of employment,	33 days	264 hours
25 th year of employment,	35 days	280 hours

CONVERSION

- 21.11 Conversion to the PTO plan is optional for employees.
- 21.12 Current vacation accruals will be converted 1:1 to the PTO accrual.
- 21.13 Sick balances will be converted to an Extended Medical Bank (EMB) at a 1:1 ratio at the time of PTO election.
- 21.14 Sick hours may be converted to PTO according to the employee's years of service and severance eligibility as defined under article 26.1 Severance Pay. This conversion must occur at the time the employee chooses PTO and cannot put the employee over the maximum accrual.
- 21.15 At retirement or separation, the value of the EMB will be either placed into a Health Care Savings Plan or paid directly to the employee according to city policy and/or contract language.

EXTENDED MEDICAL BANK

- 21.16 EMB hours may only be used after the first 40 consecutive hours of an absence for the employee's serious health condition, or the serious health condition of the employee's child or as may be required by state law including Minn. Stat. §181.9413. The forty hour waiting period shall apply to each separate incident of a serious health condition.
- 21.17 For regular part-time employees, the waiting period before becoming eligible to use extended leave pay shall be based on a pro-rated basis by determining the actual hours the employee is scheduled to work according to the budget.
- 21.18 EMB leave shall not be considered as a privilege or vested right which an employee may use at their discretion, but shall be considered as a type of insurance which shall be allowed in case of a serious health condition of the employee or the employee's child.
- 21.19 Employees shall notify their immediate supervisor or the Human Resources Department on the first day of a qualifying serious health condition. Any employee using EMB leave may be placed on concurrent FMLA leave.

EXTENDED MEDICAL BANK 2

- 21.20 EMB2 will accrue for all full-time employees who elect PTO at a rate of 32 hours each year; part-time employees will receive pro-rated accrual. The accrued balance may only be used after the employee's PTO balance and EMB balance, if applicable, has been exhausted and be used under the same terms identified under Extended Medical Bank parts 26.17 through 26.20.
- 21.21 The maximum accrual for EMB2 will be 340 hours.
- 21.22 At retirement or separation, the employee will receive no value from the EMB2 accrual.

ARTICLE 22. **PARENTING LEAVE**

- 22.1 In conformance with the Minnesota Human Rights Act and the Pregnancy Discrimination Act, disability caused or contributed to by pregnancy, child birth or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions.
- 22.2 A pregnant Employee who is unable to perform job duties and responsibilities due to disabilities caused or contributed to by pregnancy, child birth or other related medical conditions, is eligible to use sick leave in accordance with Article 24. The Employer or the Employer Designated Representative reserves the right to request an Employee to provide medical evidence of disability, illness or injuries. Failure to provide such evidence shall result in the loss of sick leave for the period of absence.
- 22.3 An Employee who wishes to request a leave of absence for purposes of child care may request an unpaid leave of absence in accordance with Article 29.
- 22.4 Conferences shall be in compliance with Minnesota Statute.
- 22.5 Employees shall be able to use sick leave for the care of a minor child in accordance with Minnesota Statute.
- 22.6 Adoptions shall be in compliance with Minnesota Statute.

ARTICLE 23. **SEVERANCE PAY**

- 23.1 Severance pay shall be paid to full-time Employees based on the following schedule:
- a) After 5 years of full-time service, 35% of the Employee's unused sick leave or Extended Medical Leave Bank.
 - b) After 10 years of full-time service, 45% of the Employee's unused sick leave or Extended Medical Leave Bank.
 - c) After 15 years of full-time service, 55% of the Employee's unused sick leave or Extended Medical Leave Bank.
- 23.2 Only service with the Employer shall be counted towards the time required for a person to be eligible. Severance pay is to be based only on the Employee's wage schedule base pay rate, exclusive of any longevity, investigator, or education incentive pay, and shall be the wage rate in effect on the date of termination. Employee must leave the service in

good standing and give the Employer or the Employer Designated Representative two (2) weeks written notice of termination.

- 23.2.1 Effective January 1, 2018, the City will implement the Minnesota State Retirement System Post Retirement Health Care Savings Plan (HCSP) for LELS Local No 384. Eligibility is determined based on PERA definitions for retirement. The mandatory employee contribution into HCSP will be 100% of eligible severance pay (sick leave /Extended Medical Bank).

The Minnesota State Retirement System will determine all provisions of this plan, and an employee will deal directly with the State Retirement System on all account matters. The City's responsibility will be to process the initial employee enrollment in the plan and to forward the appropriate employee contributions.

ARTICLE 24. **INJURY ON DUTY**

- 24.1 An employee who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with established rules and procedures of the Employer, is injured during the performance of his/her duties and thereby unable to work, shall be paid the difference between the Employee's regular pay, including longevity and/or educational incentive pay, and the worker's compensation insurance payments for a period not to exceed the equivalent of 260 eight (8) hour working-days. A working day is defined as the combination of worker's compensation insurance and injury on duty pay.
- 24.2 For each day of injury on duty used, one eight (8) hour day shall be deducted from the Employee's accumulated injury on duty leave of up to one calendar year of two hundred sixty (260) working-days.
- 24.3 The Employee must be eligible for and receive worker's compensation insurance wage benefits to be eligible for and receive injury on duty pay from the Employer.
- 24.4 An Employee shall continue to accumulate vacation and sick leave while on injury on duty leave.
- 24.5 The Employer or the Employer Designated Representative shall have the right to request and receive reports from the Employee's doctor(s) on the Employee's condition and ability to return to work, and the right to have the Employee examined by the Employer's doctor to determine his/her condition and ability to perform the duties of the Employee's position.
- 24.6 An Employee may choose to use sick leave and/or vacation leave after his/her injury on duty leave is exhausted.

ARTICLE 25. **FUNERAL LEAVE**

- 25.1 All Employees will be granted, if requested, up to three days funeral leave for a death in the Employee's immediate family.
- 25.2 Immediate family shall include mother, father, husband, wife, son, daughter, brother, sister, mother-in-law and father-in-law of the Employee and grandparents of the Employee.

ARTICLE 26.

LEAVE OF ABSENCE WITHOUT PAY

- 26.1 Upon request of an Employee, leave of absence without pay may be granted by the Employer taking into consideration good conduct, length of service, and efficiency of the Employee and the general good of the municipal service. Such leave of absence shall not exceed a period of ninety (90) days; provided that the same may be extended beyond such period if the leave of absence is for continued disability or other good and sufficient reasons, but in no case to exceed one year, except when the Employee is called in to military service or is disabled from disability incurred while in the service of the City. No benefits shall accrue during a period of leave of absence without pay.

ARTICLE 27.

JURY DUTY

- 27.1 In the case of jury duty or subpoena for witness in court, an Employee shall receive an amount of compensation which will equal the difference between an Employee's regular pay and compensation paid for jury duty or witness fee.

ARTICLE 28.

UNIFORMS

- 28.1 Lieutenants shall receive a uniform allowance each year. This allowance will be \$1,100.00. The allowance will be processed through payroll by the 4th week of January.
- 28.2 Bullet proof vests shall be provided by the Employer, in addition to the uniform allowance, and replaced as needed due to poor conditions or at the end of the life expectancy as determined by the manufacturer. Soft body armor shall be provided by the Employer and replaced as needed due to poor condition or as recommended by the manufacturer's specifications. This shall be done without deduction from the uniform allowance.
- 28.3 Employees assigned to the Lieutenant position shall receive a uniform allowance in accordance with the terms and conditions under Exhibit A to this Agreement.
- 28.4 Upon termination of employment, Employees of the Police Department shall return all uniform articles paid for by the Employer under the terms of this Agreement, except shoes. The Chief of Police shall issue a receipt to the Employee for said articles upon his receipt before the issuance of the Employee's last pay check.

ARTICLE 29.

PERSONAL PROPERTY REIMBURSEMENT

- 29.1 Employees may submit a report of claim to the Chief of Police of a wrist watch, prescription glasses or contact lens damaged, or contact lens lost, in the line of duty and request reimbursement for the cost of repair or replacement up to \$225.00 per year, per Employee. If the article is to be replaced, the damaged watch, glasses or contact lens shall be turned in to the department with the report.
- 29.2 The claim for reimbursement shall be submitted with an estimate of the cost of repair from an appropriate watch repair or eye glass business. The claim will be approved if the requirements of Article 34.1 have been met and the Chief of Police approves the claim after determining from the written report the damage was caused by activity in the line of duty.

ARTICLE 30.

WAIVER

- 30.1 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and L.E.L.S., for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 31.

LONG-TERM DISABILITY INSURANCE

- 31.1 The City shall contribute one-hundred percent (100%) of the cost of the long-term disability insurance policy for all eligible employees.

ARTICLE 32.

CARDIO EXAM REIMBURSEMENT

- 32.1 Upon completion of a cardio exam, the Employer agrees to reimburse eligible Employees up to \$400 for Employee out of pocket expense not covered by health insurance every 3 years. Expenses for which the Employee could be compensated through other programs, such as health insurance, donated funds, foundations or wellness programs, will not be eligible. Proof of exam and payment must be submitted for reimbursement within 45 days of exam date.

ARTICLE 33.

DRUG AND ALCOHOL TESTING POLICY

- 33.1 Members of this bargaining unit will be covered by the City's Drug and Alcohol Testing Policy applicable to the members of the Police – see attached.

ARTICLE 34.

LICENSE PAY

34.1 The Employer shall contribute 100% of the cost of the license fee required by the Minnesota Peace Officer Standards and Training Board (POST).

ARTICLE 35.

DURATION

35.1 This Agreement shall be effective as of January 1, 2026, and shall remain in full force and effect until December 31, 2026.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

DATE: _____

Justin Miller, City Administrator

DATE: _____

LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 384

Kevin McGrath
Kevin McGrath (Oct 15, 2025 14:03:49 CDT)

Kevin McGrath, Business Agent

DATE: 10/15/2025

Jeff Hanson
Jeff Hanson (Oct 16, 2025 10:05:38 CDT)

Jeffrey Hanson, Union Steward

DATE: 10/16/2025

EXHIBIT A
LIEUTENANT
UNIFORMS

A specific uniform code will not be established for officers permanently assigned to this classification. These Lieutenants will, however, be expected to present a professional, neatly attired appearance at all times. These Lieutenants are expected to maintain a compliment of regulation uniforms (per Article 33.1) so as to be available for street assignment as the need arises.

Lieutenants may use their uniform allowance by charging items at a supplier to be chosen by the Chief of Police. The uniform requisition format will be followed. Approved items include: suits, blazers, slacks, vests, dress shirts, neckwear, outer coats, shoes, sweaters and belts. Casual wear (jeans, etc.), underclothing, jewelry and accessory items are not approved.

Items purchased under Exhibit A will not have to be returned to the City in the event that an Employee resigns.

APPENDIX B
SALARY SCHEDULE

2026 pay plan							
Wages effective January 1, 2026 (includes a 3% COLA)							
Grade 17							
	Removed Step 1 – Step 3		Step 4	Step 5	Step 6	Step 7	Step 8
Annual			\$141,593.81	\$146,903.59	\$152,412.48	\$158,127.94	\$164,057.74

All step increases will be tied to an annual performance evaluation completed 30 days before an employee's anniversary date of their current position. An evaluation that meets or exceeds an acceptable performance report would entitle the employee to progress to the next step in their position grade.

2026 Salary Schedule

Alpha Name	Pay Grade	Grade Step	Grade Step on 1/1/2026	Notes
Lerfald, Jeremy	G17	4	5	Eligible for step 5 on 1/1/2026; remaining steps follow promotional anniversary date.

A one-time, lump-sum payment will be made on the final payroll of 2026. Each Lieutenant will receive 1.4% of the annual salary, based upon step 8.

DRUG AND ALCOHOL TESTING POLICY POLICY

- I. The City recognizes drug and alcohol abuse by EMPLOYEES as threatening the welfare of the public and the well-being of the other employees. Therefore, the City has established drug and alcohol testing for positions covered by this Policy as a means of protecting the public's welfare and EMPLOYEE's well-being.
- II. The intent of this article is to prevent drug and alcohol abuse by EMPLOYEES and to offer the opportunity for rehabilitation of EMPLOYEES who have tested positively for drug and alcohol use while on duty.
- III. The City shall inform a job applicant prior to testing. Information shall include the City's right to request a test, the processing of a test, the consequences of testing positively and the rights of the EMPLOYEE.
- IV. Before requesting an EMPLOYEE or a job applicant to undergo drug or alcohol testing the City shall provide the EMPLOYEE or job applicant with a form developed by the City on which to acknowledge the EMPLOYEE or job applicant has reviewed the Policy. On an additional form, the EMPLOYEE or job applicant may indicate any over the counter or prescription medications that they are currently taking or have recently taken and any other information relative to the liability of or explanation for a positive test result. This form will be completed at the collection site and will not be reviewed by the EMPLOYER.
- V. Random testing is prohibited.
- VI. The City shall not require and EMPLOYEE or job applicant to undergo drug or alcohol testing except as authorized below:
 - A. The City may require a job applicant to undergo drug or alcohol testing provided a job offer has been made to the applicant and the same test is required of all job applicants conditionally offered employment for that position. If the job is withdrawn the City shall inform the applicant of the reasons for its actions.
 - B. The supervisor in charge may require an EMPLOYEE to undergo drug or alcohol testing provided a reasonable attempt has been made to receive approval the Chief of Police, that said requirement is stated in writing, and there is reasonable suspicion that the employee:
 1. Is under the influence of drugs or alcohol;
 2. Is found to personally possess illicit drugs or alcohol while on duty; unless possession is in conjunction with their official duties.

3. Sustained a personal injury or caused another employee to sustain a personal injury and the supervisor in charge has reasonable suspicion that drugs of alcohol were involved;
 4. Has caused a work related accident or was helping to operate machinery equipment or vehicles involved in a work related accident and the supervisor in charge has reasonable suspicion that drugs or alcohol were involved.
- C. The City may require an EMPLOYEE to undergo drug or alcohol testing if the EMPLOYEE has been referred by the City for chemical dependency treatment or evaluation which results in a determination that the employee is chemically dependent, in which case the employee may be required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.
- D. Reasonable suspicion shall be defined as that quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.
- VII. Test sample collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. EMPLOYEES may not be witnessed while submitting a urine sample. Administrative procedures and biologic testing of the samples shall be conducted to prevent the submission of fraudulent tests. All screening tests shall make use of a split sample which shall be used for confirmatory retests. Upon request, an EMPLOYEE shall be entitled to the presence of a union representative before testing is administered. The testing may not be delayed for an unreasonable amount of time to allow the employee this opportunity.
- VIII. All samples shall be tested for CHEMICAL ADULTERATION, OPIATES, CANNABIS, PCP, COCAINE, AMPHETAMINES, BARBITURATES, BENZODIAZEPINES AND ALCOHOL. The testing shall be done at a laboratory to be determined by the City and the following standards shall be used:

<u>DRUG</u>	<u>SCREENING TEST</u>	<u>CONFIRMATION</u>
Amphetamines	1,000 ng/ml Amphetamine	500 ng/mg GC-MS
Barbiturates	300 ng/ml Barbiturate	300 ng/ml GC-MS
Benzodiazepine	300 ng/ml Oxazepam	300 ng/ml GC-MS
Cannabis	50 ng/ml Delta-THC	15 ng/ml GC-MS
Cocaine	300 ng/ml Metabolite	150 ng/ml GC-MS
Opiates	300 ng/ml Morphine, Codeine	300 ng/ml GC-MS
PCP	200 ng/ml PCP	25 ng/ml GC-MS

Alcohol

0.040 gm/dl Alcohol

0.040 gm/dl GC-MS

- IX. Any sample which has been altered or is shown to be a substance other than urine or blood shall be reported as such. All samples which test positive on a screening test shall be confirmed by gas chromatography-mass spectrophotometry, and no records of unconfirmed positive tests shall be released by the laboratory.
- X. Initial screening tests and confirmatory tests shall be at the sole cost of the City.
- XI. Testing and evaluation procedures shall be conducted in a manner to ensure that an EMPLOYEE'S legal drug use does not affect the test results.
- XII. All results shall be evaluated by a suitably trained occupational physician or occupational nurse prior to being reported.
- XIII. Test results shall be treated with the same confidentiality as other EMPLOYEE medical records. The test results shall not be reported outside the City organization.
- XIV. Each EMPLOYEE whose confirmatory tests indicate positive for drug or alcohol use shall be medically evaluated by a substance abuse professional. If required by the substance abuse professional, the employee will then be counseled and treated for rehabilitation. At any time an employee may voluntarily enter the chemical dependency program. This program is designed to provide care and treatment to EMPLOYEES who are in need of rehabilitation. Details concerning treatment any EMPLOYEE receives at this program shall remain confidential between the City and EMPLOYEE and shall not be released to the public. The EMPLOYER shall not be responsible for the cost of the treatment. The EMPLOYEES' health care provider shall provide a portion of the cost of the treatment.
- XV. No EMPLOYEE shall be relieved of his or her position based on one positive confirmatory test result although the EMPLOYEE may be re-evaluated for his or her assignment. When undergoing treatment and evaluation, EMPLOYEES shall receive the usual compensation and fringe benefits provided at the time assigned position provided the employee is using available accumulated leave.
- XVI. Each EMPLOYEE has the right to challenge the results of drug testing in the same manner that he or she may grieve any managerial action.
- XVII. Upon successful completion of rehabilitation, the EMPLOYEE shall be returned to her or his regular duty assignment. EMPLOYEE reassignment during treatment shall be based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be a condition of employment. Once treatment and any follow-up is completed and provided no further incidents of positive confirmatory tests occur, at the end of two (2) years the records of treatment and positive drug test results shall be

retired to a closed medical record, given to the employee. Reference of the incident shall be removed from the employee's personnel file.

XVIII. EMPLOYEES shall be subject to the disciplinary actions prescribed in Article 8 if the employee:

- A. Refuses to undergo drug or alcohol testing; employee may refuse to undergo drug or alcohol testing of a blood sample upon religious grounds if they consent to testing of a urine sample.
- B. Fails to successfully complete a required rehabilitation program as prescribed by a substance abuse professional;
- C. Tests positively after completing the initial rehabilitation program. The employee will be given the opportunity to complete a second rehabilitation program. If the employee refuses to complete a second rehabilitation program or if she or he tests positively after the completion of a second rehabilitation program, disciplinary action as prescribed in the union contract may be applied.

XIX. An EMPLOYEE may request a confirmatory retest of the original sample at the EMPLOYEE'S own expense within 5 days of receiving notice of a positive confirmatory test result. It shall be the responsibility of the EMPLOYEE to contact the EMPLOYER who will work with the EMPLOYEE to contact the laboratory which performed the original test and also make arrangements with a second federally certified laboratory to perform the confirmatory retest. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original result may be taken against the EMPLOYEE and the City will reimburse the EMPLOYEE for the actual cost of the confirmatory retest.

XX. The EMPLOYEE, upon request and subject to approval of the testing laboratory will have the right to inspect and observe any aspect of the drug testing program. The UNION may inspect individual test results if the release of this information is authorized by the EMPLOYEE involved.

XXI. This drug testing program is solely initiated at the behest of the CITY for the safety and well-being of the public and EMPLOYEES. The CITY shall be solely liable for any legal obligations for its actions of requiring testing or for actions taken as a result of testing.

XXII. This Policy is in no way intended to supersede or waive an EMPLOYEE'S federal or state constitutional rights, or contractual rights.

XXIII. This policy is subject to the interpretation of the state law pertaining to drug and alcohol testing.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL #384)
AND THE CITY OF LAKEVILLE**

A. Purpose of Memorandum

This Memorandum of Understanding establishes a Health Care Savings Plan (HCSP) in the State of Minnesota, Minnesota State Retirement System (MSRS) for employees covered by the Law Enforcement Labor Services, Inc. (Local #384) and the City of Lakeville for 2026 Labor Agreement.

B. Duration

This Memorandum shall become effective January 1, 2026 and shall terminate effective December 31, 2026; unless specifically renewed by both parties for a definitive period prior to December 31, 2026.

C. Administration

The City of Lakeville will handle the administrative responsibilities of remitting and accounting for the LELS (Local #384) Union employee contributions to the Minnesota State Retirement System (MSRS) as required by MSRS. No contributions or severance payments will be made to the account of a deceased employee.

If there is a balance in your HCSP account at the time of death, the assets will be transferred to an HCSP account for another living person(s) **to be used for the reimbursement of eligible healthcare expenses.** It is up to employee to fill out the Beneficiary Designation form.

D. Employee Contributions HCSP

Under this Memorandum, contributions to the HCSP will be established for the LELS (Local #384) Union employees in the Classification of Lieutenant. They shall contribute the following amounts:

All accrued PTO balance amounts at separation defined in Article 21 of the Labor Agreement, not to exceed 840 hours.

All accrued Vacation time balance amounts at separation defined in Article 18, not to exceed 600 hours.

All accrued sick leave or Extended Medical Bank amounts at separation defined in Article 23.

City of Lakeville

Justin Miller, City Administrator

Law Enforcement Labor Services, Inc.
(Local #384)

Kevin McGrath
Kevin McGrath (Oct 15, 2025 14:03:49 CDT)

Kevin McGrath, Business Agent

Jeff Hanson
Jeff Hanson (Oct 16, 2025 10:05:38 CDT)

Jeffrey Hanson, Union Steward

Memorandum of Understanding
Between
City of Lakeville and L.E.L.S. Local #384

WHEREAS, the City of Lakeville and L.E.L.S. Local #384 have agreed to amend Articles 15.1 and 15.2 of the contract language as it relates to insurance.

NOW, THEREFORE, the parties agree to the following amendments:

1. (Article 15.1) ~~Effective January 1, 2024, the Employer shall make payment according to the schedule set forth in Appendix C.~~ The annual benefit costs and employer payment schedule will be approved by council resolution and will be made available to all employees via the city's intranet site: Insite.
2. (Article 15.1) ~~The VEBA and HSA funding will be deposited in two installments; the first six months will be deposited in January and the second six months will be deposited in July. Deposits for new employees will be prorated.~~ Follow the approved resolution schedule of monthly employer HSA and HRA/VEBA contributions. For those employees who may be facing a medical emergency or medical hardship, the City Administrator may approve an advance deposit of employer funds. Employees in this situation should make a written request to the HR department, to be approved by the City Administrator.
3. (Article 15.2) ~~The City of Lakeville provides single health insurance to the employee for the lowest cost, high deductible plan. The Employer contributes 70% for the dependent coverage for the lowest cost, high deductible plan. Once these values are set, they are applied to the other high optional plans. The City of Lakeville will provide an employer contribution to health insurance based on the lowest cost, high deductible health plan.~~ The City of Lakeville will provide an employer contribution to health insurance based on the lowest cost, high-deductible plan. The employer will contribute 100% toward employee-only (single) coverage and not less than 70% for two-party or family coverage options. Once these employer values are set, they are applied to the other plan options. Annual health, dental and HSA/VEBA contributions will be set and approved by council resolution and made available to all benefit eligible employees.

**FOR LAW ENFORCEMENT LABOR SERVICES
(LOCAL #384)**

Dated: 10/15/2025, 2026

By: *Kevin McGrath*
Kevin McGrath (Oct 15, 2025 14:03:49 CDT)
Kevin McGrath, Business Agent

Dated: 10/16/2025, 2026

By: *Jeff Hanson*
Jeff Hanson (Oct 16, 2025 10:05:38 CDT)
Jeffrey Hanson, Union Steward

FOR CITY OF LAKEVILLE

Dated: _____, 2026

By: _____
Justin Miller, City Administrator

Final LABOR AGREEMENT

Final Audit Report

2025-10-16

Created:	2025-10-15
By:	Alissa Frey (afrey@lakevillemn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2EEW45PYJpF89gnRopFu_wb_L9eKkBbK

"Final LABOR AGREEMENT" History

-  Document created by Alissa Frey (afrey@lakevillemn.gov)
2025-10-15 - 6:10:51 PM GMT
-  Document emailed to Kevin McGrath (kmcgrath@lcls.org) for signature
2025-10-15 - 6:10:57 PM GMT
-  Email viewed by Kevin McGrath (kmcgrath@lcls.org)
2025-10-15 - 7:02:25 PM GMT
-  Document e-signed by Kevin McGrath (kmcgrath@lcls.org)
Signature Date: 2025-10-15 - 7:03:49 PM GMT - Time Source: server
-  Document emailed to Jeff Hanson (jhanson@lakevillemn.gov) for signature
2025-10-15 - 7:03:50 PM GMT
-  Email viewed by Jeff Hanson (jhanson@lakevillemn.gov)
2025-10-16 - 1:14:43 AM GMT
-  Document e-signed by Jeff Hanson (jhanson@lakevillemn.gov)
Signature Date: 2025-10-16 - 3:05:38 PM GMT - Time Source: server
-  Agreement completed.
2025-10-16 - 3:05:38 PM GMT



Date: 11/3/2025

2025-2026 City of Lakeville Hunting Map

Proposed Action

Staff recommends adoption of the following motion: Move to approve 2025-2026 Hunting Map.

Overview

Annually, Staff reviews the current hunting map to determine if any changes to the permitted hunting zone areas are needed as a result of new development in the city. Staff from the Planning, Parks and Police departments reviewed the existing map and are proposing several areas to be removed from the allowable hunting areas as noted in the delineated red areas on the attached Exhibit A.

Additionally, staff is proposing updates to the hunting rules listed on the map to ensure they align with the current City ordinance and further clarify hunting rules within the City of Lakeville.

Due to the significant removals recommended by Staff, the changes were reviewed at the April 28 City Council Work Session.

Supporting Information

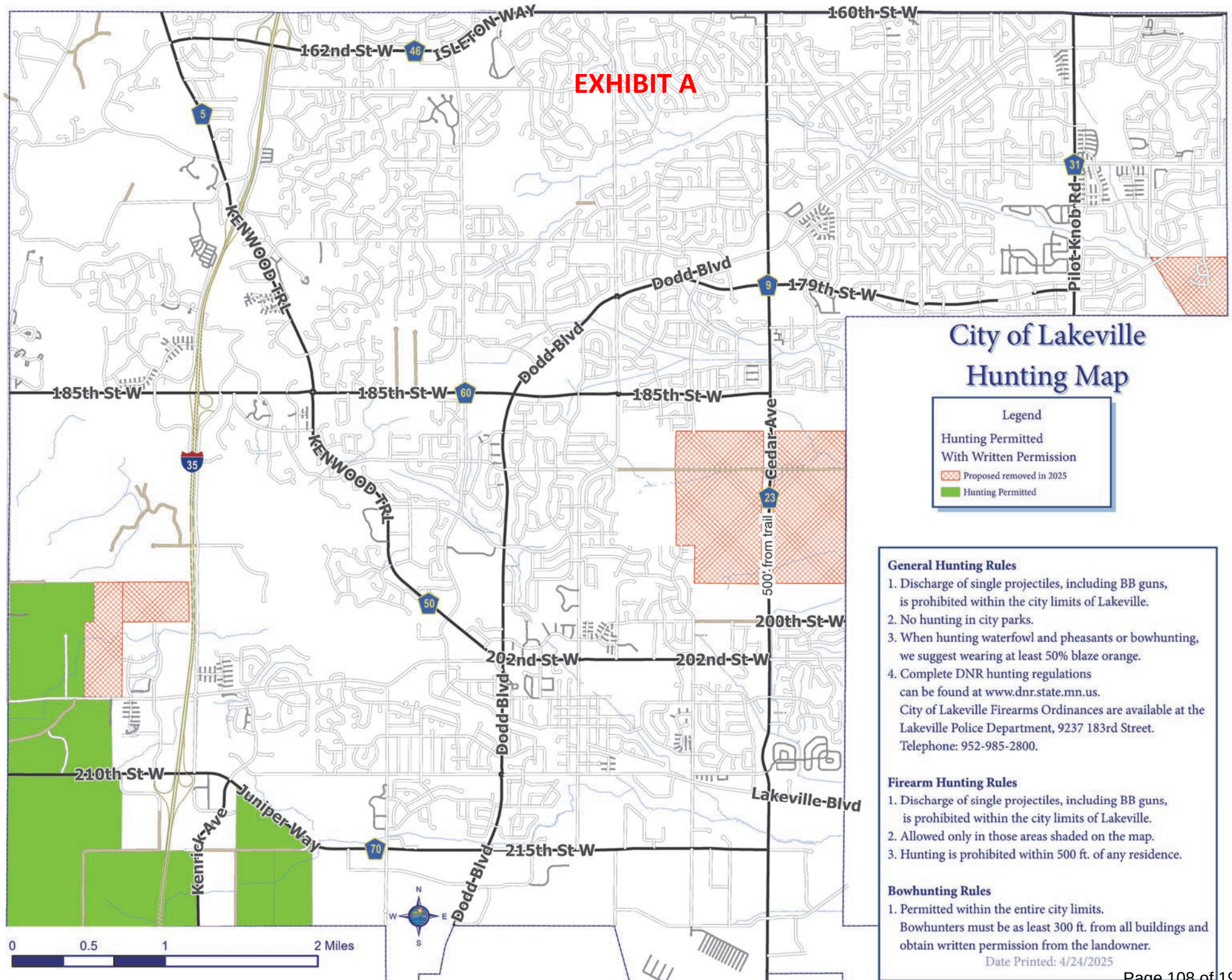
1. Exhibit A
2. Proposed Hunting Map 25-26

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

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

Report Completed by: Brad Paulson, Police Chief and Joe Masiarchin, Parks and Recreation Director

EXHIBIT A





Date: 11/3/2025

Amended and Restated Joint Powers Agreement with ISD #194

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Amended and Restated Joint Powers Agreement with ISD #194.

Overview

The City of Lakeville and Independent School District #194 have utilized a joint powers agreement (JPA) for many years to address the use of shared facilities and the conditions under which those facilities are used. The original JPA, adopted in 1993, allowed for periodic reviews of the agreement terms and has been modified twice since its initial adoption. Either party may propose changes to the agreement; it automatically renews annually. Given changes to park facilities and recreation programming, staff felt a review was necessary. Staff have met several times over the last few months with representatives from the school district to amend the agreement.

Attached is the Amended and Restated Joint Powers Agreement with ISD #194 that was reviewed at a City Council Work Session on October 27. The School Board reviewed the agreement at its November 3 meeting and did not recommend any further changes. At this time, staff is asking for a recommendation of approval of the Amended and Restated Joint Powers Agreement with ISD #194.

Supporting Information

1. October 27 City Council Work Session Packet Item
2. 2025 Amended and Restated JPA with ISD 194

Financial Impact: \$NA Budgeted: No Source: NA Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Joe Masiarchin, Parks and Recreation Director



Memorandum

To: Mayor & City Council
From: Joe Masiarchin, Parks and Recreation Director
Date: October 27, 2025
Subject: Amended and Restated Joint Powers Agreement with ISD #194

The City of Lakeville and Independent School District #194 have utilized a joint powers agreement (JPA) for many years to address the use of shared facilities and the conditions under which those facilities are used. The original JPA, adopted in 2006, allowed for periodic reviews of the agreement terms and has been modified twice since its initial adoption. Either party is welcome to propose changes to the agreement; the agreement is automatically renewed annually. Given the changes to park facilities and recreation programming, staff felt that a review of the JPA was necessary at this time. Staff have met several times over the last few months with representatives from the school district to amend the agreement.

Attached in your packet is the 2013 JPA and the proposed Amended and Restated Joint Powers Agreement with ISD #194. The proposed changes to the JPA will provide clarity to staff and permit holders on field usage, closures and scheduling processes. Additionally, the agreement modifies the maintenance partnership between the city and the school district for school district-owned fields. Maintenance performed by City staff on district-owned fields will be transferred to the school district. This will be a beneficial change for Parks staff, allowing for the reallocation of their time and resources to other City park-related duties.

Staff presented the amended JPA to the Parks, Recreation and Natural Resources Committee at their October 1 meeting. The committee made a recommendation to approve the amended agreement as presented by City staff. At this time, staff is asking for feedback from the Mayor and City Council on the proposed Amended and Restated Joint Powers Agreement with ISD #194.

Amended and Restated
JOINT POWERS AGREEMENT

AGREEMENT made this October 16, 2006, and revised November 12, 2013 , by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **INDEPENDENT SCHOOL DISTRICT No. 194** ("District") .

RECITALS

1. The City and District have had a long history of shared use of buildings and grounds for recreational, instructional, and meeting purposes. This shared use has benefited the residents of the City and District and has resulted in the substantial savings of tax dollars by avoiding duplication and by making optimal use of facilities.
2. Minn. Stat. § 471.15, et seq., authorizes the City and District to enter into a joint powers agreement for the shared use of grounds and buildings.

NOW, THEREFORE, the parties agree as follows:

1. **Use of District Buildings and Grounds.** The City may use, for programs it sponsors, District buildings and grounds that are located within the City, subject to availability. A request for use of District buildings or grounds will be made in writing to the District at least two (2) weeks in advance. A Facility Use Application will be returned to the City as confirmation. Upon approval of the Director of Community Education, the advance written notice requirement may be waived. The City will not be charged rent or consumable fees for this use, except for those permitted in Section 3.
2. **Use of City Buildings and Grounds.** The District may use for programs it sponsors, City buildings and grounds that are located within the District, subject to availability. A request for use of the City buildings or grounds will be made in writing to the City at least two (2) weeks in advance. A Facility or Field Rental Contract will be returned to the District as confirmation. Upon approval of the Parks & Recreation Director, the advance written notice requirement may be waived. The District will not be charged rent or consumable fees for this use, except for those permitted in Section 3.
3. **Additional Expenses.** When either party incurs an expense directly related to the building or ground use of an event, and that expense would not have occurred normally, that expense can be charged back to the party sponsoring the event. These expenses include, but are not limited to:
 - ◆ Custodial or facility attendant wages or overtime if the event takes place during hours when a custodian or facility attendant is not on regular duty.
 - ◆ Food Service wages or overtime when a kitchen is used.

- ◆ Wages for any special services or supervision which is deemed necessary by the School Principal, Community Facility Use Coordinator, Director of Community Education, Recreation Supervisor, Art Center Manager or Parks & Recreation Director.
- ◆ Additional garbage removal if necessary
- ◆ Snow removal if necessary
- ◆ Any additional fees mutually agreed upon by the Director of Community Education and Parks & Recreation Director.

4. Usage rules.

- 4.1 The District or City representative making the building or grounds request is responsible for obtaining a copy of any use procedures or rules and communicating them to the event or site supervisor.
- 4.2 Events sponsored by the District or City which cause problems such as poor supervision, vandalism, spilled food or excessive garbage may be billed for custodial wages or overtime and may, after repeated instances, be refused permission to use the facilities.

5. Site-Specific Agreements. The parties may from time to time enter into site-specific agreements. These site specific agreements must be approved in writing by the Director of Community Education and the Parks & Recreation Director. This Joint Powers Agreement shall not be applicable to a site operating under such an agreement.

6. Informal Arrangements to Continue. The current practices as modified herein shall continue:

- 6.1 The City will provide and maintain portable restroom facilities at all school outdoor recreational facilities scheduled for Lakeville youth and adult athletic associations' activities.
- 6.2 The City will provide maintenance of two (2) hockey rinks and one warming house on the District's McGuire Middle School grounds. The District and City will share use of the rink and warming houses.
- 6.3 The City will provide dragging of all ball field infields at elementary and middle schools scheduled for Lakeville youth and adult athletic associations' activities. The District will provide dragging of all ball field infields at high schools scheduled for Lakeville youth and adult athletic associations' activities. The District will apply herbicide to infields on all school ball fields.
- 6.4 The City and the District will share use and storage of recreational equipment as agreed upon in writing by the Director of Community Education and the Parks & Recreation Director.

- 6.5 The District will be responsible for trash pickup at all school outdoor recreational facilities scheduled for Lakeville youth and adult athletic associations' activities.

7. Use and Scheduling.

- 7.1 The District shall have control over their outdoor recreational facilities for the purpose of scheduling activities during the regular school year from 7:00 AM to 5:30 PM on school days and during the summer from 7:00 AM to 1:00 PM. The City shall have control of District outdoor recreational facilities for the purposes of scheduling Lakeville youth and adult athletic associations' activities at all times other than designated above.
- 7.2 Specifically excluded from City use, unless specifically permitted in writing by the District, are any District outdoor recreational facilities primarily used for varsity sports or activities.
- 7.3 If either of the parties wishes to schedule activities outside of that party's designated timeframe, as stated above, permission must be given by the other party in writing. A party may have an exception to its timeframe, including but not limited to the following:
- A. District sponsored or scheduled evening and weekend activities. During these time periods, the District shall have control over the parking lots and on some occasions, the grounds located within the facilities.
 - B. Casual users of facilities during school control so long as there is no disruption or interference with scheduled activities.
- 7.4 The parties agree that District facilities shall be treated as "school ground" as contemplated by the alcohol control provision of Minn. Stat. § 624.701,; that the District's alcohol and tobacco policies and administrative procedures, and any additions or amendments thereto, shall apply to all District facilities; that the area should be appropriately posted; and that the City may withhold access from groups for drug, alcohol or tobacco violations. The City agrees to enforce applicable statutes and ordinances in and around District facilities in the same way the City enforces applicable statutes and ordinances on park and City property.
- 7.5 The District and City maintain the right to charge fees to any youth athletic association, adult athletic association or any other group not sponsored by the District or City.
- 7.6 The City may charge youth athletic associations, adult athletic associations and other groups, fees for the scheduling and use of District outdoor recreational facilities. The intent of these fees is to offset the City's cost of scheduling, upkeep and maintenance of outdoor recreational facilities on District grounds. Any fees charged by the City for the use of

District outdoor recreation facilities above the cost of scheduling, upkeep and maintenance will require preapproval in writing from the District.

- 7.7 As reference for the purpose of understanding current usage, the parties' current use of buildings and grounds is set forth in Exhibit "A". Exhibit "A" is provided as an example of use and does not imply a future obligation.

8. Operation of Facility.

- 8.1 The District shall be responsible for the regular cutting of grass on District grounds as well as the application of fertilizer and herbicides thereon.
- 8.2 The District shall be responsible for the cost of maintenance, repair, and replacement of parking lots on District grounds.
- 8.3 Except as provided in Sections 6.2 and 6.3, each Party shall be responsible for performing and bearing the expense of any upkeep, maintenance, repairs, physical improvements and replacement to any facility located on their own grounds, including but not limited to backstops, turf areas, and team benches.
- 8.4 The District hereby grants to the City an access across an appropriate portion of District grounds for purposes of construction, maintaining, and use as provided for in this Agreement.
- 8.5 The District and City each pledge to the other to perform maintenance, repair, and replacement obligations set forth in this Agreement within a reasonable timeframe and in a professional manner.

9. Liability Insurance and Indemnification.

- 9.1 The District agrees to maintain insurance for commercial general liability in an amount no less than the minimum statutory limits of liability set forth in Minnesota Statutes § 466.01 et. seq.. A certificate of insurance naming the City as an additional insured will be sent to the City within 30 days of the execution of this agreement.
- 9.2 The City agrees to maintain insurance for commercial general liability or through the League of Minnesota Cities Insurance Trust in an amount no less than the minimum statutory limits of liability set forth in Minnesota Statutes § 466.01 et. seq.. A certificate of insurance naming the District as an additional insured will be sent to the District within 30 days of the execution of this agreement.
- 9.3 The District agrees to indemnify, hold harmless and defend City from and against any claims, costs, causes of action, expenses and liabilities, including but not limited to reasonable attorney's fees the City incurs because of the District's negligent acts or its failure to comply with the terms of the Agreement.

Joint Powers Agreement-Shared Use of Buildings and Grounds
City of Lakeville and Independent School District #194
Exhibit A

INDEPENDENT SCHOOL DISTRICT FACILITIES USED BY the CITY OF LAKEVILLE

Space as requested/based on availability

Century Middle School	Adult Leagues (volleyball, dodge ball, basketball) Adult Dance classes
Kenwood Trail Middle School	Safety & Adapted Camps (Rain back-up site) Adult Leagues
McGuire Middle School	Firearm Safety Classes Adult Leagues Secret Santa Store
High Schools	Adult leagues
Elementary Schools	Events/programs/classes

CITY OF LAKEVILLE FACILITIES USED BY INDEPENDENT SCHOOL DISTRICT #194

Space as requested/based on availability

Antlers Park and Beach	Multiple School Groups
Outdoor Skating Rinks	Physical Education Classes
Steve Michaud Park	Multiple school groups
Ritter Farm Park Environmental Learning Center	Multiple school groups
Aronson Park	Annual Apple Jack Cross Country invitational
All Other City Parks	Multiple School Groups

- 9.4 Subject to the limitations and immunities in Minnesota Statutes Chapter 466 the City agrees to indemnify, hold harmless and defend the District from and against any claims, costs, causes of action, expenses and liabilities, including but not limited to reasonable attorney's fees the District incurs because of City's negligent acts or its failure to comply with the terms of the Agreement.

10. Term

10.1 The term of this Agreement shall extend from the date hereof to November 12, 2014, and shall be automatically renewed thereafter on annual basis unless either party elects to terminate the agreement subject to the provisions in Section 10.2 below.

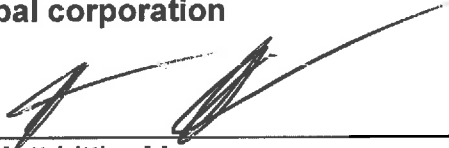
10.2 Six months prior to November 12, 2014, and thereafter six months prior to each annual renewal date, either party may terminate this Agreement by written notice to the other party.

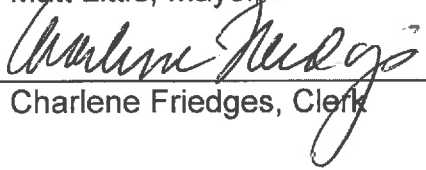
10.3 The parties agree to a formal review of this Agreement every three years.

- 11. Remedies.** In the event that either party fails to perform any obligation under this Agreement, and such failure continues for ninety (90) days after written notice from the other party, such other party's exclusive remedy is to terminate this Agreement.

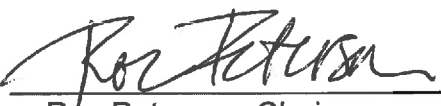
THIS AGREEMENT executed by the parties hereto the day and year first above written.

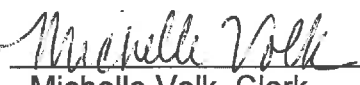
**CITY OF LAKEVILLE, a Minnesota
municipal corporation**

BY: 
Matt Little, Mayor

AND 
Charlene Friedges, Clerk

**INDEPENDENT SCHOOL DISTRICT
NO. 194**

BY: 
Roz Peterson, Chair

AND 
Michelle Volk, Clerk

Amended and Restated

JOINT POWERS AGREEMENT

AMENDED AND RESTATED JOINT POWERS AGREEMENT ("Agreement") made ____ day of _____, 2025 by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **INDEPENDENT SCHOOL DISTRICT No. 194** ("District").

RECITALS

1. The City and District have had a long history of shared use of buildings and grounds for recreational, instructional, and meeting purposes. This shared use has benefited the residents of the City and District and has resulted in the substantial savings of tax dollars by avoiding duplication and by making optimal use of facilities.
2. Minn. Stat. § 471.15, et seq., authorizes the City and District to enter into a joint powers agreement for the shared use of grounds and buildings.
3. The City and the District entered into a Joint Powers Agreement regarding the shared use of facilities in 1993 which agreement was amended and restated on October 16, 2006 and on November 12, 2013 ("Original Agreement").
4. The City and the District desire to amend and restate the Original Agreement as provided in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Use of District Buildings and Grounds.** The City may use District buildings and grounds located within the City for City-sponsored programs, subject to availability. Requests must be submitted in writing to the District at least one week prior to the first date of use. A Facility Use Permit will serve as confirmation of reservation. The Director of Community Education may waive the advance notice requirement. The City will not be charged rent or consumable fees, except as specified in Section 3.
2. **Use of City Buildings and Grounds.** The District may use City buildings and grounds located within the District for District-sponsored programs, subject to availability. Requests must be submitted in writing to the City at least one week prior to the first date of use. A Permit Receipt will serve as confirmation of approved

reservation. The Parks & Recreation Director may waive the advance notice requirement. The District will not be charged rent or consumable fees, except as specified in Section 3.

3. **Additional Expenses.** Both parties agree that no custodial or facility attendant wages or overtime will be charged. However, if either party incurs additional expenses directly related to the event that would not otherwise occur, those costs may be billed to the event sponsor. These may include, but are not limited to:
 - 3.1 Food Service wages/overtime when kitchen or concession stands use is involved.
 - 3.2 Wages for any special services or supervision (i.e. Technical or Theater Staff) which is deemed necessary by the School Principal, Facility Use & Systems Manager, Director of Community Education, Recreation Manager, Art Center Manager or Parks & Recreation Director.
 - 3.3 Additional garbage removal if necessary
 - 3.4 Snow removal if necessary
 - 3.5 Any mutually agreed-upon fees by the Director of Community Education and the Parks & Recreation Director
4. **Usage rules.**
 - 4.1 The requesting District or City representative is responsible for obtaining and sharing any facility use procedures or rules and communicating the procedures with the event or site supervisor.
 - 4.2 Events sponsored by the District or City that result in issues such as inadequate supervision, vandalism, spilled food, or excessive trash may be billed for custodial services. Repeated problems may result in denial of future facility use.
5. **Site-Specific Agreements.** The parties may from time to time enter into site-specific agreements. These site specific agreements must be approved in writing by the Director of Community Education and the Parks & Recreation Director. This Joint Powers Agreement shall not be applicable to a site operating under such an agreement.
6. **Informal Arrangements to Continue.** The current practices as modified herein shall continue:
 - 6.1 The City and the District will share use and storage of equipment as agreed

upon in writing by the Director of Community Education and the Parks & Recreation Director.

7. Use and Scheduling.

- 7.1 The parties agree that District facilities shall be treated as “school ground” as contemplated by the alcohol control provision of Minn. Stat. § 624.701; that the District’s alcohol and tobacco policies and administrative procedures, and any additions or amendments thereto, shall apply to all District facilities; that the area should be appropriately posted; and that the City may withhold access from groups for drug, alcohol or tobacco violations. The City agrees to enforce applicable statutes and ordinances in and around District facilities in the same way the City enforces applicable statutes and ordinances on park and City property.
- 7.2 As reference for the purpose of understanding current usage, the parties’ current use of buildings and grounds is set forth in Exhibit “A”. Exhibit “A” is provided as an example of use and does not imply a future obligation.

8. Liability Insurance and Indemnification.

- 8.1 The District agrees to maintain insurance for commercial general liability in an amount no less than the minimum statutory limits of liability set forth in Minnesota Statutes § 466.01 et. seq.. A certificate of insurance naming the City as an additional insured will be sent to the City within 30 days of the execution of this agreement.
- 8.2 The City agrees to maintain insurance for commercial general liability or through the League of Minnesota Cities Insurance Trust in an amount no less than the minimum statutory limits of liability set forth in Minnesota Statutes § 466.01 et. seq.. A certificate of insurance naming the District as an additional insured will be sent to the District within 30 days of the execution of this agreement.
- 8.3 Subject to the limitations and immunities in Minnesota Statutes, the District agrees to indemnify, hold harmless and defend City from and against any claims, costs, causes of action, expenses and liabilities, including but not limited to reasonable attorney’s fees the City incurs because of the District’s negligent acts or its failure to comply with the terms of the Agreement.
- 8.4 Subject to the limitations and immunities in Minnesota Statutes Chapter 466, the City agrees to indemnify, hold harmless and defend the District from and against any claims, costs, causes of action, expenses and liabilities, including but not limited to reasonable attorney’s fees the District

incurs because of City’s negligent acts or its failure to comply with the terms of the Agreement.

9. **Term**

9.1 The term of this Agreement shall extend from the date hereof to _____, and shall be automatically renewed thereafter on annual basis unless either party elects to terminate the agreement subject to the provisions in Section 9.2.

9.2 Six months prior to _____ every other year, and thereafter six months prior to each bi-annual renewal date, either party may terminate this Agreement by written notice to the other party.

9.3 The parties agree to a formal review of this Agreement every four years.

10. **Remedies.** In the event that either party fails to perform any obligation under this Agreement, and such failure continues for ninety (90) days after written notice from the other party, such other party’s exclusive remedy is to terminate this Agreement.

11. **Effect of Agreement.** This Agreement amends, restates, and supersedes in its entirety, the Original Agreement, which shall be of no further force and effect, and shall become null and void, upon the full execution of this Agreement.

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

**CITY OF LAKEVILLE, a Minnesota
municipal corporation**

**INDEPENDENT SCHOOL DISTRICT
NO. 194**

BY: _____
Luke Hellier, Mayor

BY: _____
Matt Swanson, Chair

AND _____
Ann Orlofsky, City Clerk

AND _____
Kim Baker, Clerk

Amended and Restated

JOINT POWERS AGREEMENT

AMENDED AND RESTATED JOINT POWERS AGREEMENT (“Agreement”) made 3rd day of November, 2025 by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **INDEPENDENT SCHOOL DISTRICT No. 194** (“District”).

RECITALS

1. The City and District have had a long history of shared use of buildings and grounds for recreational, instructional, and meeting purposes. This shared use has benefited the residents of the City and District and has resulted in the substantial savings of tax dollars by avoiding duplication and by making optimal use of facilities.
2. Minn. Stat. § 471.15, et seq., authorizes the City and District to enter into a joint powers agreement for the shared use of grounds and buildings.
3. The City and the District entered into a Joint Powers Agreement regarding the shared use of facilities in 1993 which agreement was amended and restated on October 16, 2006 and on November 12, 2013 (“Original Agreement”).
4. The City and the District desire to amend and restate the Original Agreement as provided in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Use of District Buildings and Grounds.** The City may use District buildings and grounds located within the City for City-sponsored programs, subject to availability. Requests must be submitted in writing to the District at least one week prior to the first date of use. A Facility Use Permit will serve as confirmation of reservation. The Director of Community Education may waive the advance notice requirement. The City will not be charged rent or consumable fees, except as specified in Section 3.
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reservation. The Parks & Recreation Director may waive the advance notice requirement. The District will not be charged rent or consumable fees, except as specified in Section 3.

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 - 3.1 Food Service wages/overtime when kitchen or concession stands use is involved.
 - 3.2 Wages for any special services or supervision (i.e. Technical or Theater Staff) which is deemed necessary by the School Principal, Facility Use & Systems Manager, Director of Community Education, Recreation Manager, Art Center Manager or Parks & Recreation Director.
 - 3.3 Additional garbage removal if necessary
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 - 3.5 Any mutually agreed-upon fees by the Director of Community Education and the Parks & Recreation Director
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5. **Site-Specific Agreements.** The parties may from time to time enter into site-specific agreements. These site specific agreements must be approved in writing by the Director of Community Education and the Parks & Recreation Director. This Joint Powers Agreement shall not be applicable to a site operating under such an agreement.
6. **Informal Arrangements to Continue.** The current practices as modified herein shall continue:
 - 6.1 The City and the District will share use and storage of equipment as agreed

upon in writing by the Director of Community Education and the Parks & Recreation Director.

7. Use and Scheduling.

- 7.1 The parties agree that District facilities shall be treated as “school ground” as contemplated by the alcohol control provision of Minn. Stat. § 624.701; that the District’s alcohol and tobacco policies and administrative procedures, and any additions or amendments thereto, shall apply to all District facilities; that the area should be appropriately posted; and that the City may withhold access from groups for drug, alcohol or tobacco violations. The City agrees to enforce applicable statutes and ordinances in and around District facilities in the same way the City enforces applicable statutes and ordinances on park and City property.
- 7.2 As reference for the purpose of understanding current usage, the parties’ current use of buildings and grounds is set forth in Exhibit “A”. Exhibit “A” is provided as an example of use and does not imply a future obligation.

8. Liability Insurance and Indemnification.

- 8.1 The District agrees to maintain insurance for commercial general liability in an amount no less than the minimum statutory limits of liability set forth in Minnesota Statutes § 466.01 et. seq.. A certificate of insurance naming the City as an additional insured will be sent to the City within 30 days of the execution of this agreement.
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- 8.3 Subject to the limitations and immunities in Minnesota Statutes, the District agrees to indemnify, hold harmless and defend City from and against any claims, costs, causes of action, expenses and liabilities, including but not limited to reasonable attorney’s fees the City incurs because of the District’s negligent acts or its failure to comply with the terms of the Agreement.
- 8.4 Subject to the limitations and immunities in Minnesota Statutes Chapter 466, the City agrees to indemnify, hold harmless and defend the District from and against any claims, costs, causes of action, expenses and liabilities, including but not limited to reasonable attorney’s fees the District

incurs because of City's negligent acts or its failure to comply with the terms of the Agreement.

9. **Term**

9.1 The term of this Agreement shall extend from the date hereof to November 17, 2025, and shall be automatically renewed thereafter on annual basis unless either party elects to terminate the agreement subject to the provisions in Section 9.2.

9.2 Six months prior to December every other year, and thereafter six months prior to each bi-annual renewal date, either party may terminate this Agreement by written notice to the other party.

9.3 The parties agree to a formal review of this Agreement every four years.

10. **Remedies.** In the event that either party fails to perform any obligation under this Agreement, and such failure continues for ninety (90) days after written notice from the other party, such other party's exclusive remedy is to terminate this Agreement.

11. **Effect of Agreement.** This Agreement amends, restates, and supersedes in its entirety, the Original Agreement, which shall be of no further force and effect, and shall become null and void, upon the full execution of this Agreement.

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

**CITY OF LAKEVILLE, a Minnesota
municipal corporation**

**INDEPENDENT SCHOOL DISTRICT
NO. 194**

BY: _____
Luke Hellier, Mayor

BY: _____
Matt Swanson, Chair

AND _____
Ann Orlofsky, City Clerk

AND _____
Kim Baker, Clerk



Date: 11/3/2025

Conditional Use Permit for a Car Wash

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow a commercial car wash in the M-2, Mixed Use Cedar Corridor District and adopt the findings of fact.

Overview

Andrea Rand, ISG, on behalf of Mister Car Wash, has submitted an application for a conditional use permit to allow the construction and operation of a commercial car wash in the M-2, Mixed Use Cedar Corridor District. The car wash is proposed to be located on Lot 7, Block 1, Marketplace at Cedar, west of Glacier Way and south of 179th Street (CSAH 9). The City Council recently approved the Marketplace at Cedar final plat. A stipulation of the CUP is that that final plat must be recorded.

The Planning Commission held a public hearing on the CUP application at its October 16, 2025, meeting and unanimously recommended approval. There was no public comment. The Developer has submitted a revised landscape plan, which satisfies stipulation number 4 of the October 8, 2025 Planning report.

Supporting Information

1. CUP and Findings of Fact
2. Revised Landscape Plan
3. 10-16-25 Draft Planning Commission Minutes
4. Planning Report

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 NO. 25-_____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit for Andrea Rand, ISG, on behalf of Mister Car Wash to allow a commercial car wash in the M-2, Mixed Use Cedar Corridor District:
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 7, Block 1, Marketplace At Cedar

3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. The recording of the Marketplace At Cedar plat.
 - b. The site shall be developed in accordance with the plans approved by the City Council.
 - c. Signs shall comply with Zoning Ordinance requirements and receive sign permit approval prior to installation.
 - d. For drive-through car washes servicing multiple vehicles at once, the exterior vehicle doors shall remain closed except as a vehicle is preparing to or actively entering or exiting the wash tunnel.
 - e. Hours of operation shall be limited to 7:00 a.m. to 9:00 p.m. unless further limited by the city council.
 - f. A security for landscaping must be submitted with the building permit and an as-built plan of the landscaping submitted prior to inspection.
 - g. The water reclamation and discharge system must be reviewed and approved by the city engineer and building official prior to issuance of a building 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: November 3, 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 **3rd** day of **November 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**

**MISTER CAR WASH CONDITIONAL USE PERMIT
FINDINGS OF FACT AND DECISION**

On October 16, 2025, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Andrea Rand, ISG for a conditional use permit to allow a commercial car wash located in the M-2, Mixed Use Cedar Corridor District, south of 179th Street (CSAH 9) and west of Glacier Way. The Planning Commission conducted a public hearing on the conditional use permit application preceded by published and mailed notice. The applicant was present, and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is located in Comprehensive Planning District 5, which guides the property for Corridor Mixed Use.
2. The subject site is zoned M-2, Mixed Use Cedar Corridor District.
3. Legal description of the property will be, upon the recording of the Marketplace at Cedar final plat:

Lot 7, Block 1, Marketplace at Cedar

4. Chapter 4 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 commercial car wash facility is consistent with the Comprehensive Plan's guided commercial land use and the M-2, Mixed Use Cedar Corridor zoning of the property.

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

Finding: The proposed commercial car wash facility will be compatible with the present and future commercial land uses in the surrounding area.

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

Finding: The commercial car wash facility will conform to the performance standards contained in the Zoning Ordinance.

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

Finding: The property is served with City sanitary sewer and water. The proposed commercial car wash facility will not overburden the City's service capacity.

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

Finding: The traffic generated by the proposed commercial car wash facility will not overburden the streets serving the property.

5. The report dated October 8, 2025 and prepared by Heather Botten, Senior Planner is incorporated herein.

DECISION

The City Council approves the conditional use permit in the form attached hereto.

DATED: November 3, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

0 = 0 = 0 = 0 =

**CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
October 16, 2025**

5b. Mister Car Wash

Chair Zimmer opened the public hearing to consider the application of Mister Car Wash for a conditional use permit for a commercial car wash in the M-2, Mixed Use Cedar Corridor District.

Nick Johnson, Mister Car Wash, introduced the project. Mitchell Cooka, ISG, was also present.

Ms. Botten presented the staff report for a conditional use permit to allow the construction and operation of a commercial car wash in the M-2, Mixed Use Cedar Corridor District. The car wash is proposed to be located on the future Lot 7, Block 1, Marketplace at Cedar, west of Glacier Way and south of 179th Street (CSAH 9). The City Council recently approved the Marketplace at Cedar final plat.

The site development plans have been reviewed by the Community Development and Engineering Division staff. Given that there are no public street, stormwater, or utility improvements proposed to be done by the applicant, the Engineering Division has not prepared a staff memo for the proposed development. The stormwater improvements shown on the property are planned to be done by the developer of the plat as addressed in the Marketplace at Cedar development contract.

Chair Zimmer 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 6:12 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Chair Zimmer asked about stacking. Ms. Botten explained there are six stacking spaces required for the car wash which they exceed, and in addition there is plenty of space along the south property line.
- Commissioner Swenson asked about how many employees will be working at a time and where they will park. Mr. Johnson stated they typically have three to four employees working at a time, and there are four parking spaces for them in the vacuum stall area.

Motion was made by Swaney, seconded by Tinsley to recommend to City Council approval of a conditional use permit for a commercial car wash in the M-2, Mixed Use Cedar Corridor District, and approval of the findings of fact dated October 16, 2025, subject to the following stipulations:

1. This CUP is contingent upon the recording of the Marketplace at Cedar final plat.
2. The site shall be developed in accordance with the plans approved by the City Council.

3. Trash and recycle bins shall be stored inside the trash enclosure constructed in accordance with the plans submitted with the conditional use permit application and approved by the City Council.
4. Prior to consideration by the City Council, the landscape plan must be revised to show plantings on the west side of the stormwater basin and adjust the text on the plans as noted by the City Forester. A security for landscaping must be submitted with the building permit and an as-built plan of the landscaping submitted prior to inspection.
5. The water reclamation and discharge system must be reviewed and approved by the city engineer and building official prior to issuance of a building permit.
6. Signs shall comply with Zoning Ordinance requirements and receive sign permit approval prior to installation.
7. For drive-through car washes servicing multiple vehicles at once, the exterior vehicle doors shall remain closed except as a vehicle is preparing to or actively entering or exiting the wash tunnel.
8. Hours of operation shall be limited to 7:00 a.m. to 9:00 p.m. unless further limited by the city council.

Ayes: Kaluza, Zimmer, Einck, Swaney, Swenson, Tinsley, Duckworth

Nays: 0



Memorandum

To: Planning Commission
From: Heather Botten
Date: October 8, 2025
Subject: Packet Material for the October 16, 2025 Planning Commission Meeting
Agenda Item: Mister Car Wash Conditional Use Permit
Application Action Deadline: October 24, 2025

INTRODUCTION

Andrea Rand, ISG, on behalf of Mister Car Wash, has submitted an application for a conditional use permit to allow the construction and operation of a commercial car wash in the M-2, Mixed Use Cedar Corridor District. The car wash is proposed to be located on the future Lot 7, Block 1, Marketplace at Cedar, west of Glacier Way and south of 179th Street (CSAH 9). The City Council recently approved the Marketplace at Cedar final plat.

The site development plans have been reviewed by the Community Development and Engineering Division staff. Given that there are no public street, stormwater, or utility improvements proposed to be done by the applicant, the Engineering Division has not prepared a staff memo for the proposed development. The stormwater improvements shown on the property are planned to be done by the developer of the plat as addressed in the Marketplace at Cedar development contract.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Grading, Drainage, and Erosion Control Plan

- D. Site Plan
- E. Building Elevations
- F. Landscape Plan

PLANNING ANALYSIS

Surrounding Land Uses. The proposed property is zoned M-2, Mixed Use Cedar Corridor District and is guided CMU, Corridor Mixed Use. The site abuts the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Vacant Commercial Parcel	CMU, Corridor Mixed Use	M-2, Mixed Use CCD
South	Vacant Commercial Parcel	CMU, Corridor Mixed Use	M-2, Mixed Use CCD
East	Townhome Development	MDR, Medium Density Residential	RM-3, Medium Density Residential
West	Vacant Commercial Parcel	CMU, Corridor Mixed Use	M-2, Mixed Use CCD

Setbacks. The M-2 District requires a 30-foot setback when abutting a major collector or arterial street, with 10-foot setbacks to all other property lines. Parking stalls must be setback 10 feet from public rights-of-way and five feet from all other property lines. The proposed building and parking area complies with the required setbacks of the M-2 District.

Grading, Drainage and Erosion Control. The conditional use permit plans include grading, drainage and erosion control, and private utilities construction associated with the proposed site plan. Stormwater design and installation is proposed with the Marketplace at Cedar plat. The Assistant City Engineer has reviewed the grading, drainage and erosion control, and utility plans and provides no additional comment.

Building Type and Height. The applicant has provided colored renderings of each building elevation illustrating a variety of materials and color pallet as required by Section 11-17-9 of the Zoning Ordinance. The exterior finishes are two contrasting colors of stone and brick and windows (Grade A – 65%) and EFIS and simulated wood (Grade C – 28%) as required to comply with Section 11-17-9.D.1 of the Zoning Ordinance. The exterior finish for the proposed building complies with the requirements of the Zoning Ordinance.

The proposed car wash is a single-story structure, with two towers at 35 feet. The maximum allowed building height in the M-2 District is 48 feet or four stories, whichever is less.

Landscaping. The landscape plan provides a variety of planting around the site. A row of trees is required along the west side of the pond to minimize noise and headlights shining onto Glacier Way and the residential units east of Glacier Way. The City Forester reviewed the proposed

landscape plan and commented that Item C (D): Tree Planting should include a note about B&B tree planting that specifies the removal of twine and burlap from the top half of the root ball; as well as specifying that the root flare is to be exposed and set at or slightly above grade. The tree planting detail includes this information but it should be included in the specifications.

The landscape plan must be updated to reflect these changes prior to City Council consideration of the CUP. Including the landscape modifications, the landscape plan will be considered approved. Plantings on the site must adhere to the plan and provide a as-built landscape plan prior to inspection of the installed landscaping. An escrow for the landscape materials and installation amount will be collected with the building permit.

Exterior Lighting. The plans included a photometric lighting plan for proposed exterior lighting. The plan also indicates that the light poles on site will be 22 feet in height with downcast lighting. The Zoning Ordinance limits exterior lighting to not more than one foot-candle at property lines using fixtures with horizontal shielding and not exceeding 35 feet in height. The proposed lighting plan complies with Sections 11-16-17.B of the Zoning Ordinance.

Parking. Car wash uses have a parking requirement of four spaces. There are four parking spaces proposed and 19 vacuum parking stalls. The off-street parking spaces and drive aisles meet the Zoning Ordinance requirements for size and dimensions.

Signs. All proposed signs are subject to the allowances established for the M-2 District by Section 11-23-19.D of the Zoning Ordinance. Wall signs shown on the elevations are for informational purposes only. The zoning ordinance allows a corner lot to have wall signs not to exceed 200 gross square feet. Sign permits are required to be issued prior to the installation of any signs on the building.

Trash Storage. Trash storage is proposed next to the southwest portion of the vacuum stalls. An eight-foot-tall enclosure is proposed with brick veneer and a maintenance-free gate is proposed, complying with code requirements.

CONDITIONAL USE PERMIT

Section 11-66-7.D of the Zoning Ordinance allows commercial car washes (drive-through and mechanical and self-service) in the M-2, Mixed Use District subject to meeting the following eight criteria:

1. Magazine or stacking space is constructed to accommodate six (6) vehicles per wash stall and shall be subject to the approval of the city engineer.

Prior to entering the car wash building, there are three payment kiosks at which vehicles will queue. The stacking lanes exceed six vehicles and the city engineer has reviewed the plans.

2. Magazine or stacking space must not interfere with onsite circulation patterns or required on site parking or loading areas.

The on site parking does not interfere with the traffic circulation patterns. The stacking areas to enter the car wash are separated from the site circulation for vehicles that have gone through the wash and/or vacuuming their vehicle and will be exiting the site.

3. Parking or car magazine storage space shall be screened from view of abutting residential districts in compliance with section [11-21-9](#) of this title.

Landscaping on the site, included the required modifications as stipulated in this report, will provide screening for the residential district east of Glacier Way.

4. Provisions are made to control and reduce noise and special precautions shall be taken to limit the effects of noise associated with the car wash operation, dryer and vacuum machines.

a. Where the car wash operation is within five hundred feet (500') of a residential district, For single stall car washes, the exterior vehicle doors of the car wash must remain closed during the entire operation cycle. *Not applicable.*

b. For drive-through car washes servicing multiple vehicles at once, the exterior vehicle doors shall remain closed except as a vehicle is preparing to or actively entering or exiting the wash tunnel. *Added as a condition of approval.*

c. Mechanical equipment for vacuum machines shall be located such that sound levels measured at the property line do not exceed seventy decibels (70 dB).

Noise will be mitigated by an eight-foot-tall enclosure around the vacuum producers to help contain and dampen noise at its source. Air gates are installed on the blowers, which significantly reduces noise levels during operation.

5. Building and parking related to the use shall be located no closer than five hundred feet (500') of a principal arterial roadway.

The car wash site is located on the east side of the development, over 500 feet from Cedar Avenue.

6. The location and operation of vacuum machines must not interfere with magazines or stacking areas, on site circulation or on-site parking and loading areas, and may not be located in a yard abutting a residential zoning district established by [chapter 45](#) of this title.

The vacuum machines are located in the middle of the site and do not interfere with the stacking areas for vehicles entering the car wash.

7. Untreated water from the car wash shall not be discharged into the storm sewer. If the water is to be pretreated and discharged into the storm sewer, the pretreatment plans shall be subject to review and approval of the city engineer and building official, and subject to applicable requirements of metropolitan council environmental services and MPCA.

The site will utilize a water reclamation system to reduce the amount of fresh water required to wash vehicles. The water reclamation and discharge system must be reviewed and approved by the city engineer and building official prior to issuance of a building permit.

8. Hours of operation shall be limited to 7:00 a.m. to 9:00 p.m. unless further limited by the city council. *This will be added as a condition of approval.*

GENERAL PERFORMANCE STANDARDS

In addition to the criteria for commercial car washes listed above, Section 11-4-7 lists the following performance standards for conditional use permits:

- A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated and adequate right of way shall be provided.

The site has access from a private road within the Marketplace At Cedar plat that connects to Glanshaw Avenue, a local commercial street, which connects with Glacier Way, a minor collector street. The overall Marketplace At Cedar site will also have a private road access to Cedar Avenue. These public streets and private roads are of sufficient capacity to serve the site.

- B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with chapter 19 of the Zoning Ordinance.

Access locations for the development were discussed with the plat and will be reviewed with each development.

- C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.

N/A

- D. Adequate off street parking and off street loading shall be provided in compliance with chapters 19 and 20 of the Zoning Ordinance.

Section 11-19-13 of the Zoning Ordinance requires four spaces for a drive through car wash. The site includes 4 parking spaces and 19 spaces for adjacent to vacuum equipment for use by the customers.

- E. Loading areas and drive-up facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any "adjacent" residential use or district, and provided in compliance with chapter 20 of this title.

The car wash building does not include a loading dock.

F. Whenever a nonresidential use "is adjacent to" a residential use or district, a buffer area with screening and landscaping shall be provided in compliance with chapter 21 of this title.

There is a drainage and utility basin with landscaping located between the car wash and the townhomes to the east.

G. General site screening and landscaping shall be provided in compliance with chapter 21 of this title.

Plantings are proposed around the site. The landscape plan shall be amended prior to Council approval to address the comments mentioned previously in the staff report.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right of way or neighboring residential uses or districts, and shall be in compliance with section 11-16-17 of the Zoning Ordinance.

All lighting is proposed to be shielded, downcast type fixtures to prevent glare onto adjacent streets and properties. The photometric plan meets the maximum allowed threshold of one-foot candle at the property line.

I. Potential exterior noise generated by the use shall be identified and mitigation measures as may be necessary shall be imposed to ensure compliance with section 11-16-25 of the Zoning Ordinance.

As noted earlier in this memo, the facility will use "noise reduction technology to help alleviate excessive noise in the tunnel and vacuum lot." Also, landscaping or fencing added to screen the ground transformer will help to mitigate noises that may come from the transformer.

J. The site drainage system shall be subject to the review and approval of the city engineer.

The Engineering Division has reviewed and approved the site drainage and utility plans.

K. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing or potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.

The proposed building is a one-story building, with two towers approximately 35 feet in height, meant to draw attention to the site. The building is below the maximum height of 48 feet for the M-2 district.

L. Provisions shall be made for daily litter control, an interior location for recycling, and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with section 11-18-11 of the Zoning Ordinance.

A trash/recyclables enclosure is proposed to be located on the southeast side of the parcel, near the entrance to the site, complying with code requirements.

M. All signs and informational or visual communication devices shall be in compliance with chapter 23 of the Zoning Ordinance.

Signs are not approved with the CUP. All signs shall comply with Chapter 23 of the zoning ordinance.

N. The use and site shall be in compliance with any federal, state or county law or regulation that is applicable and any related permits shall be obtained and documented to the city.

Mister Car Wash is required to obtain any permits from Metropolitan Council or other agencies, if applicable.

O. Any applicable business licenses mandated by this code are approved and obtained.

Not applicable.

P. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.

Hours of operation shall be limited to 7:00 a.m. to 9:00 p.m. unless further limited by the city council. The hours of operation are not expected to be incompatible with the surrounding commercial area.

Q. The use complies with all applicable performance standards of the zoning district in which it is located and where applicable, any nonconformities shall be eliminated.

Not applicable.

R. All additional conditions pertaining to a specific site are subject to change when the council, upon investigation in relation to a formal request, finds that the general welfare and public betterment can be served as well or better by modifying or expanding the conditions set forth herein.

Not applicable.

RECOMMENDATION

The Mister Car Wash conditional use permit is consistent with the requirements of the Zoning Ordinance. Community Development staff recommends approval subject to the following conditions:

1. This CUP is contingent upon the recording of the Marketplace At Cedar final plat.
2. The site shall be developed in accordance with the plans approved by the City Council.
3. Trash and recycle bins shall be stored inside the trash enclosure constructed in accordance with the plans submitted with the conditional use permit application and approved by the City Council.

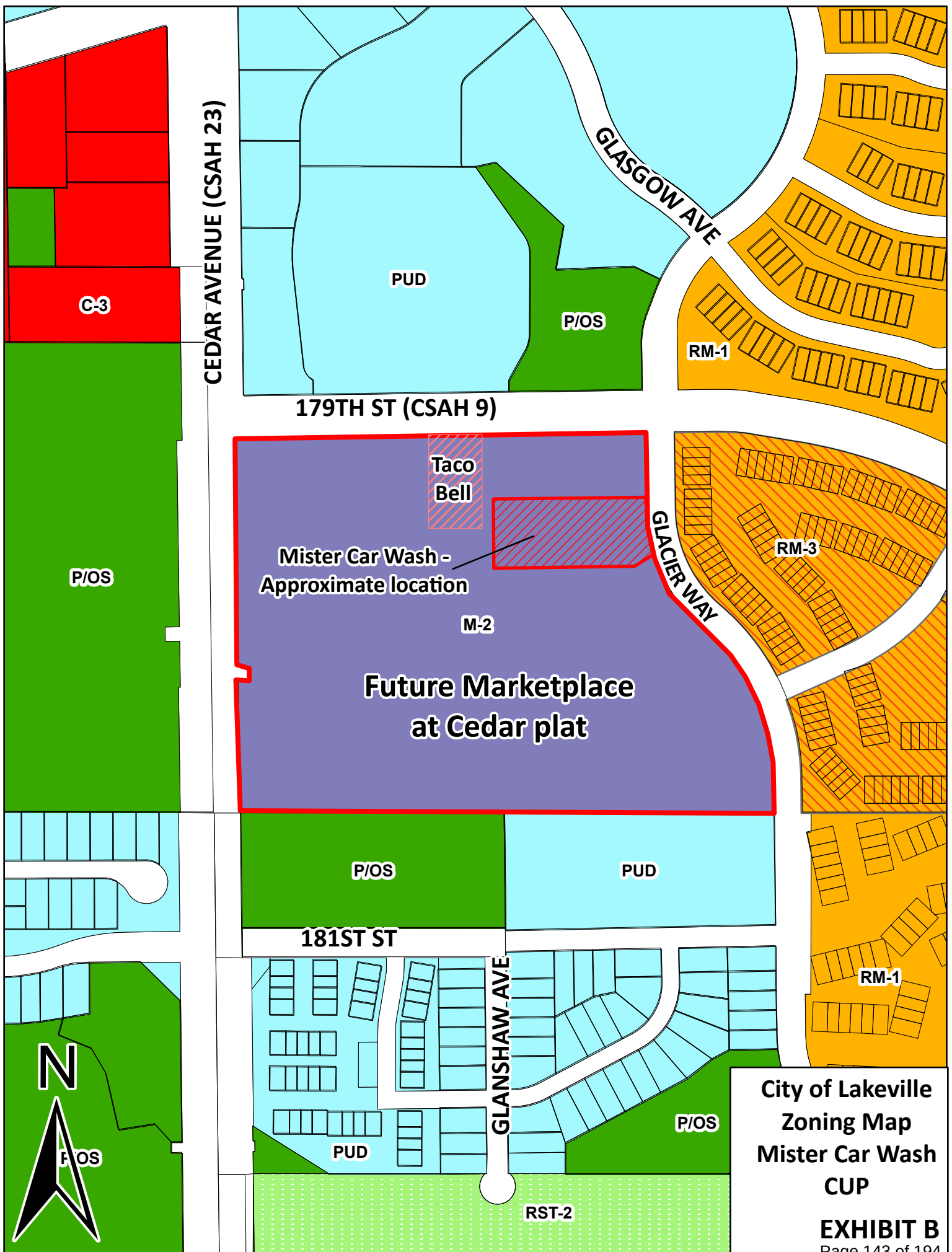
4. Prior to consideration by the City Council, the landscape plan must be revised to show plantings on the west side of the stormwater basin and adjust the text on the plans as noted by the City Forester. A security for landscaping must be submitted with the building permit and an as-built plan of the landscaping submitted prior to inspection.
5. The water reclamation and discharge system must be reviewed and approved by the city engineer and building official prior to issuance of a building permit.
6. Signs shall comply with Zoning Ordinance requirements and receive sign permit approval prior to installation.
7. For drive-through car washes servicing multiple vehicles at once, the exterior vehicle doors shall remain closed except as a vehicle is preparing to or actively entering or exiting the wash tunnel.
8. Hours of operation shall be limited to 7:00 a.m. to 9:00 p.m. unless further limited by the city council.

Findings of Fact for approval of the conditional use permit request are attached.



City of Lakeville
Location Map
Mister Car Wash
CUP

EXHIBIT A
Page 142 of 194



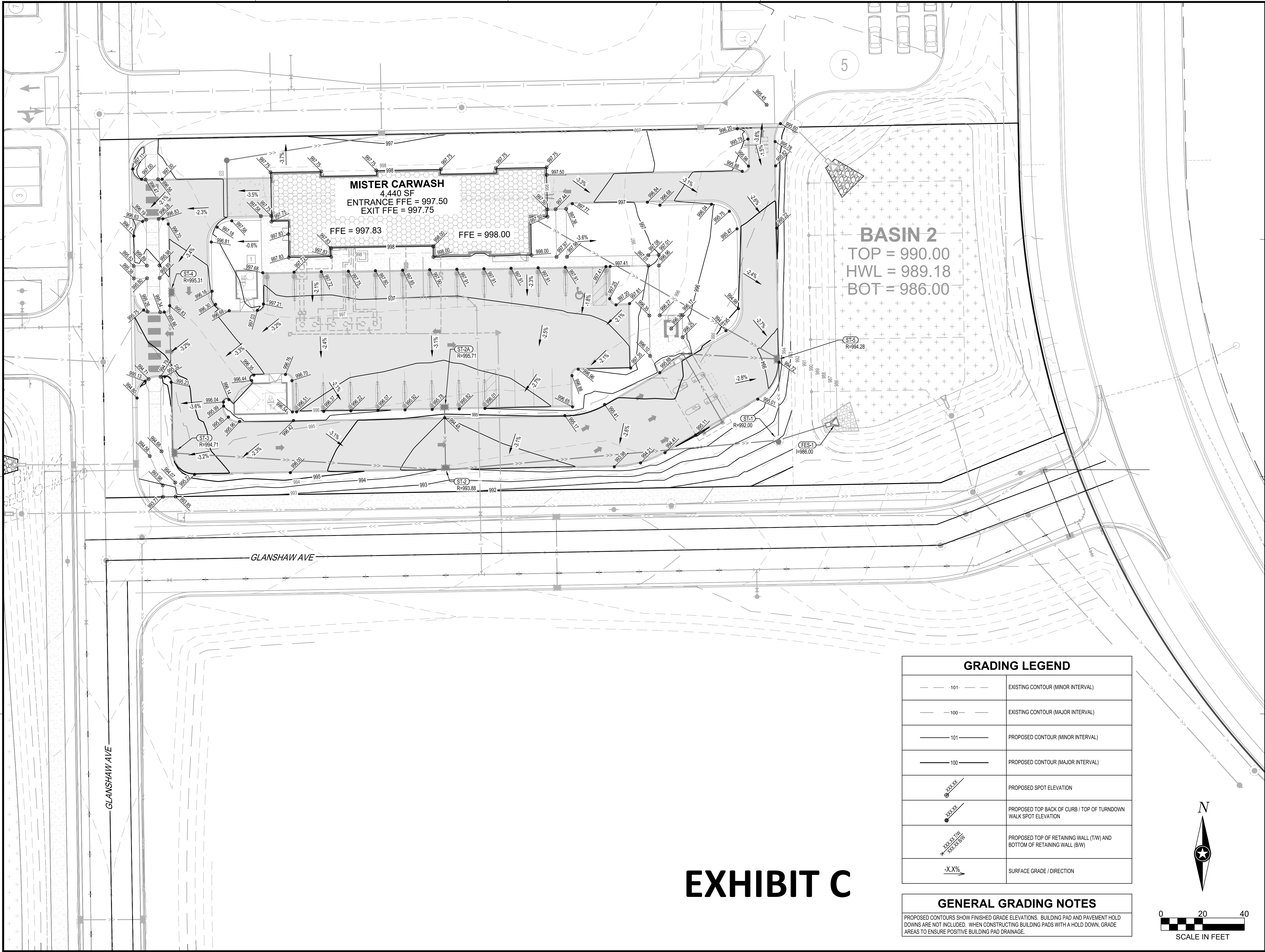
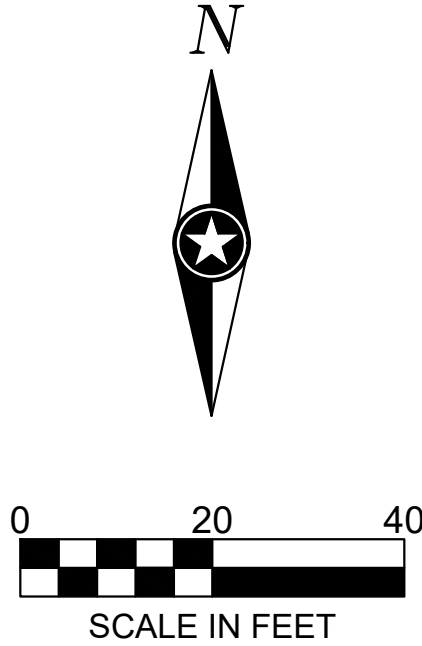


EXHIBIT C

Grading Legend	
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	PROPOSED SPOT ELEVATION
	PROPOSED TOP BACK OF CURB / TOP OF TURNDOWN WALK SPOT ELEVATION
	PROPOSED TOP OF RETAINING WALL (TW) AND BOTTOM OF RETAINING WALL (BW)
	SURFACE GRADE / DIRECTION

General Grading Notes	
PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.	



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.

RYAN ANDERSON

Ryan Anderson

DATE _____ LIC. NO. 55938

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PROJECT

MISTER CARWASH

LAKEVILLE

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
08/15/25	CITY SUBMITTAL #1	ARA

PROJECT NO.	25-32359
FILE NAME	32359 C4-GRADE
DRAWN BY	ARA
DESIGNED BY	ARA
REVIEWED BY	RJA
ORIGINAL ISSUE DATE	-/-/-
CLIENT PROJECT NO.	2606

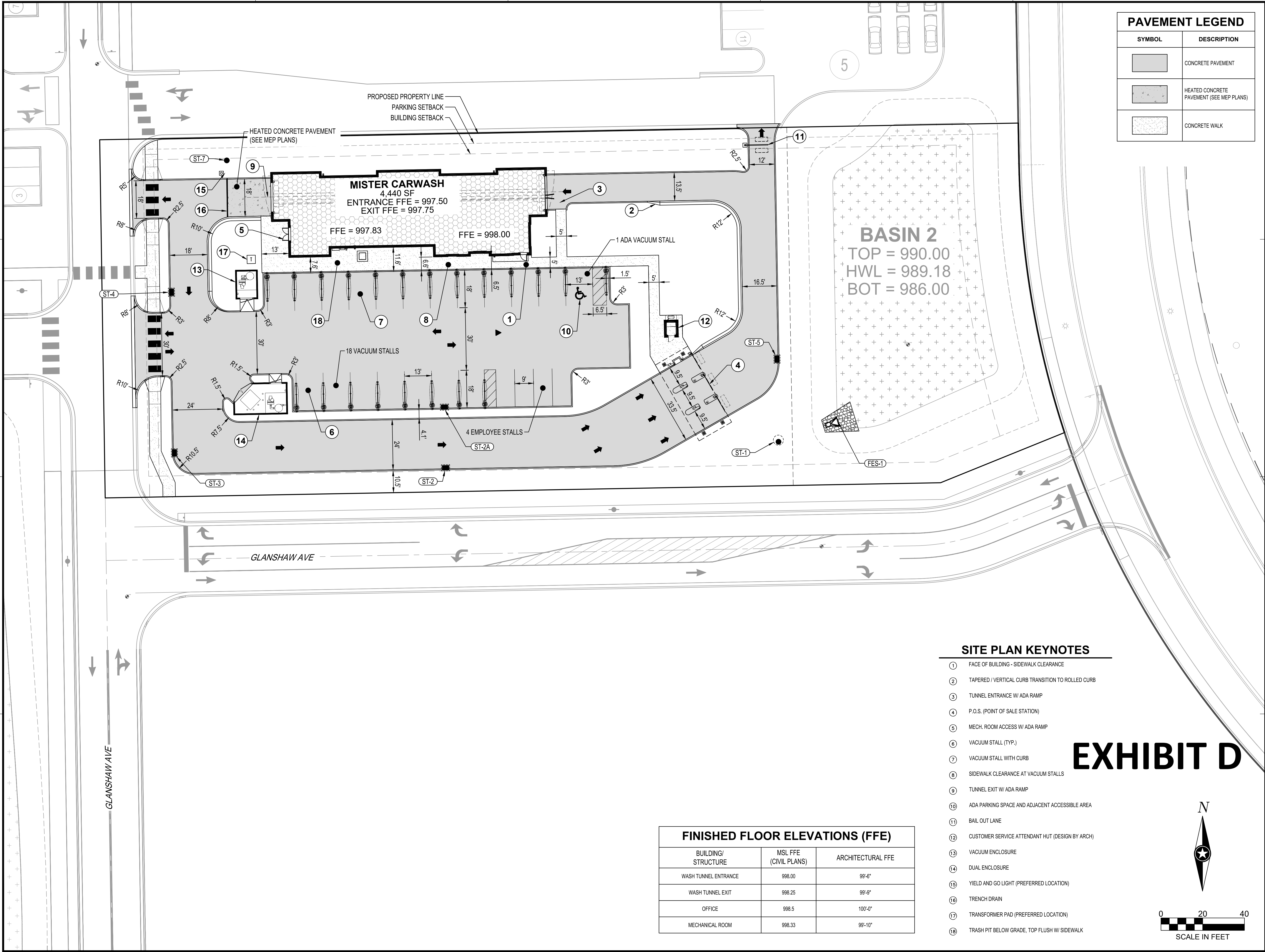
TITLE

GRADING PLAN

SHEET

C4-10

PRELIMINARY NOT FOR CONSTRUCTION



PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	CONCRETE PAVEMENT
	HEATED CONCRETE PAVEMENT (SEE MEP PLANS)
	CONCRETE WALK



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.

RYAN ANDERSON
Ryan Anderson
DATE _____ LIC. NO. 55938

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PROJECT

**MISTER CARWASH
LAKEVILLE**

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
08/15/25	CITY SUBMITTAL #1	ARA

PROJECT NO.	25-32359
FILE NAME	32359 C3-SITE
DRAWN BY	ARA
DESIGNED BY	ARA
REVIEWED BY	RJA
ORIGINAL ISSUE DATE	-/-/-
CLIENT PROJECT NO.	2606

TITLE

SITE PLAN

SHEET

C3-10

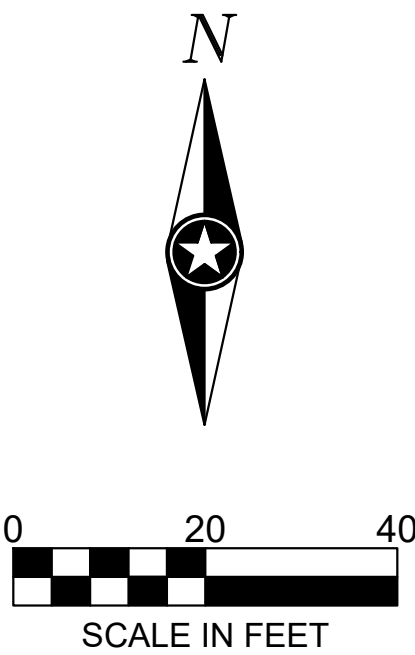
SITE PLAN KEYNOTES

- FACE OF BUILDING - SIDEWALK CLEARANCE
- TAPERED / VERTICAL CURB TRANSITION TO ROLLED CURB
- TUNNEL ENTRANCE W/ ADA RAMP
- P.O.S. (POINT OF SALE STATION)
- MECH. ROOM ACCESS W/ ADA RAMP
- VACUUM STALL (TYP.)
- VACUUM STALL WITH CURB
- SIDEWALK CLEARANCE AT VACUUM STALLS
- TUNNEL EXIT W/ ADA RAMP
- ADA PARKING SPACE AND ADJACENT ACCESSIBLE AREA
- BAIL OUT LANE
- CUSTOMER SERVICE ATTENDANT HUT (DESIGN BY ARCH)
- VACUUM ENCLOSURE
- DUAL ENCLOSURE
- YIELD AND GO LIGHT (PREFERRED LOCATION)
- TRENCH DRAIN
- TRANSFORMER PAD (PREFERRED LOCATION)
- TRASH PIT BELOW GRADE, TOP FLUSH W/ SIDEWALK

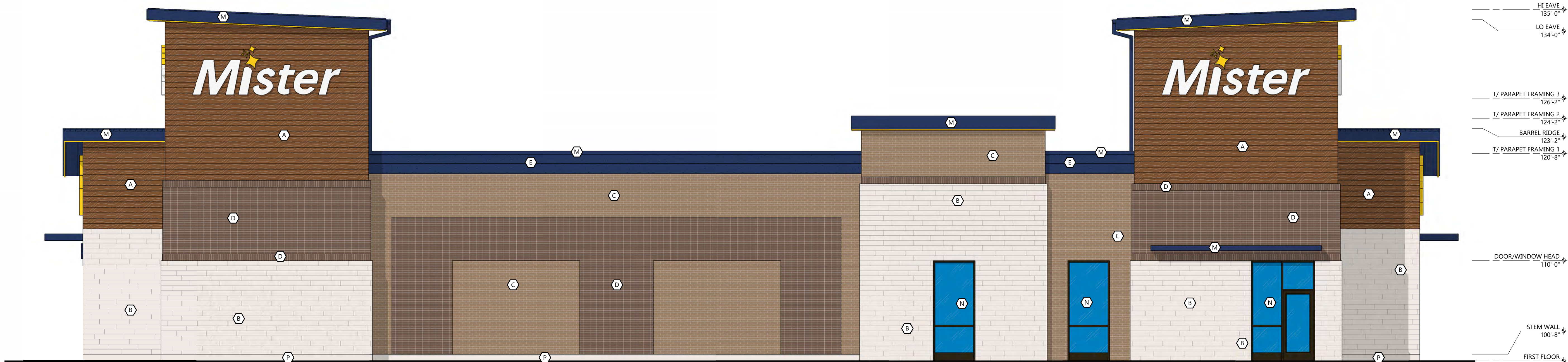
FINISHED FLOOR ELEVATIONS (FFE)

BUILDING/ STRUCTURE	MSL FFE (CIVIL PLANS)	ARCHITECTURAL FFE
WASH TUNNEL ENTRANCE	998.00	99'-5"
WASH TUNNEL EXIT	998.25	99'-9"
OFFICE	998.5	100'-0"
MECHANICAL ROOM	998.33	99'-10"

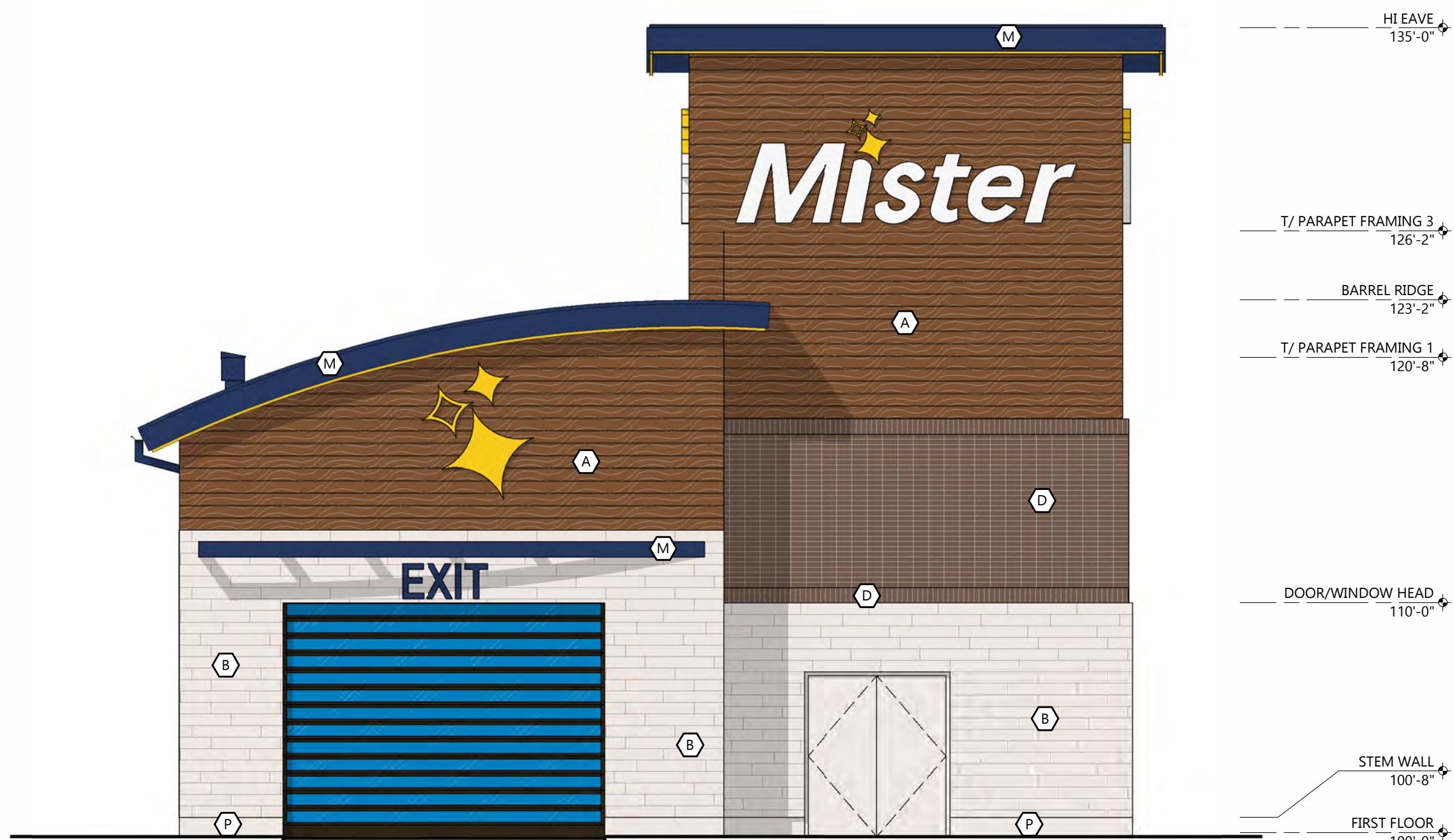
EXHIBIT D



PRELIMINARY NOT FOR CONSTRUCTION



OFFICE ELEVATION
SCALE: 3/16" = 1'-0"



EXIT ELEVATION
SCALE: 3/16" = 1'-0"



ENTRANCE ELEVATION
SCALE: 3/16" = 1'-0"



TUNNEL ELEVATION
SCALE: 3/16" = 1'-0"

EXTERIOR MATERIAL KEY

- A** PREFINISHED ALUMINUM BATTENS
MFR: LUMABUILT
STYLE: MOSAIC 1x6 BATTENS
COLOR: HAZELNUT BROWN
- B** STONE VENEER
MFR: EL DORADO STONE
STYLE: VANTAGE 30 (6"H x 30"L x 1"D)
COLOR: WHITE ELM w/ MATCHING MORTAR JOINT
- C** BRICK VENEER (RUNNING BOND)
MFR: BELDEN BRICK
STYLE: MODULAR (3 5/8" x 2 1/4" x 7 5/8")
COLOR: TUMBLEWEED VELOUR (w/ GRAY MORTAR)
- D** BRICK VENEER (STACKED BOND & SOLDIER)
MFR: BELDEN BRICK
STYLE: MODULAR (3 5/8" x 2 1/4" x 7 5/8")
COLOR: SEAL BROWN VELOUR (w/ GRAY MORTAR)
- E** EIFS
TEXTURE: SAND
COLOR: PT-9 (IN THE NAVY)
- F** NOT USED
- G** NOT USED
- H** PRECAST STONE SILL
COLOR TO MATCH STONE VENEER
- I** NOT USED
- J** PREFINISHED STANDING SEAM METAL ROOF PANEL
MFR: CTRMS (OR EQUAL)
STYLE: LARGE BATTEN 24 GA
COLOR: PT-9 (IN THE NAVY)
- K** PREFINISHED METAL TRIM AND ACCESSORIES
MFR: CTRMS (OR EQUAL)
COLOR: PT-9 (IN THE NAVY)
- L** ALUMINUM STOREFRONT SYSTEM
GLAZING: CLEAR
FRAME: DARK BRONZE
- M** CONCRETE STEM WALL
TEXTURE: HAND RUB
COLOR TO MATCH PT-10
- N** TREX DECK BOARD
COLOR TO MATCH PT-3

GENERAL NOTES

- ALL SIGNAGE SHOWN FOR INFORMATIONAL PURPOSES ONLY. ALL ADVERTISING SIGNAGE SUBJECT TO SEPARATE SIGN PERMIT SUBMITTAL AND APPROVAL.
- EXTERIOR LIGHTING LOCATIONS SHOWN. SEE ELECTRICAL PLANS FOR EXTERIOR LIGHTING SPECIFICATIONS AND REQUIREMENTS. COORDINATE J-BOX LOCATIONS W/ FUTURE OWNER LIGHTING.
- APPLY CLEAR WATERPROOF SEALER TO ALL EXPOSED STONE VENEER AND CMU.
- METAL ROOF COLOR IS A CUSTOM COLOR. NO ALTERNATE WILL BE ACCEPTED.
- SEE ROOM FINISH PLAN FOR PAINT COLORS AND SHEENS.

BUILDING MATERIAL REQUIREMENTS

GRADE A MATERIALS	(65% MIN, 3 TYPES MIN)
BRICK (2,827 SF)	32%
STONE (2,163 SF)	24%
STOREFRONT (827 SF)	9%
TOTAL	= 65%
GRADE B & C MATERIALS	(35% MAX)
EIFS (204 SF)	2%
BATTENS (SIMULATED WOOD) (2,328 SF)	26%
TOTAL	= 28%
MISC TRIM, COPING, FASCIA, ETC (578 SF)	7%

PROPOSED CAR WASH FOR:

MISTER CAR WASH - MN 2606 CEDAR

18000 CEDAR AVE • LAKEVILLE, MN 55024

(130L - V2.1 - ZONE 1)

PROFESSIONAL SEAL

PRELIMINARY DATES

JULY 17, 2025

NOT FOR CONSTRUCTION

JOB NUMBER

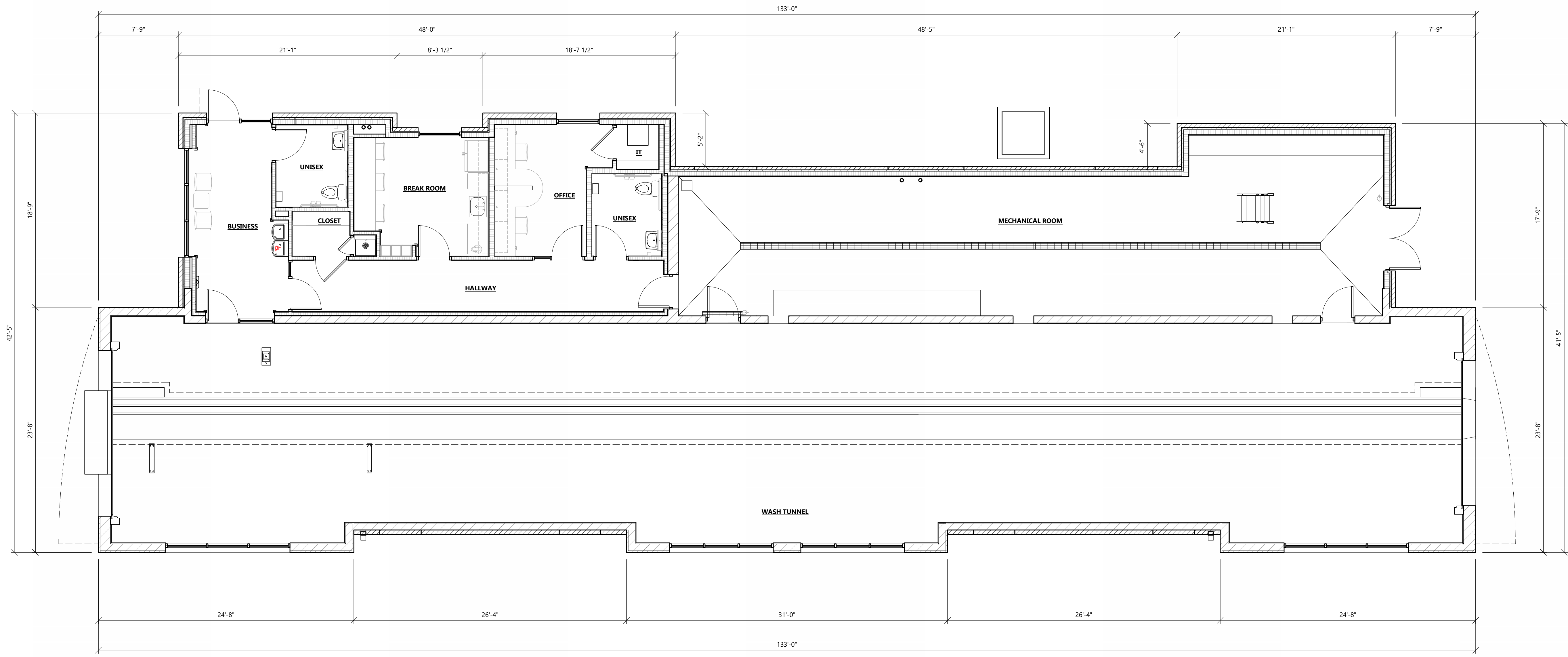
250037000

SHEET NUMBER

PRE-1

EXHIBIT E

PRELIMINARY EXTERIOR ELEVATIONS



NORTH
FLOOR PLAN
SCALE: 3/16" = 1'-0"
0 5' 10'



PROJECT INFORMATION

PROPOSED CAR WASH FOR:
MISTER CAR WASH - MN 2606 CEDAR
18000 CEDAR AVE • LAKEVILLE, MN 55024

(130L - V2.1 - ZONE 1)

PROFESSIONAL SEAL

PRELIMINARY DATES

JULY 17, 2025

NOT FOR CONSTRUCTION

JOB NUMBER

250037000

SHEET NUMBER

PRE-2



PROJECT INFORMATION

PROPOSED CAR WASH FOR:

MISTER CAR WASH - MN 2606 CEDAR

18000 CEDAR AVE • LAKEVILLE, MN 55024

(130L - V2.1 - ZONE 1)

PROFESSIONAL SEAL

PRELIMINARY DATES

JULY 17, 2025

JOB NUMBER

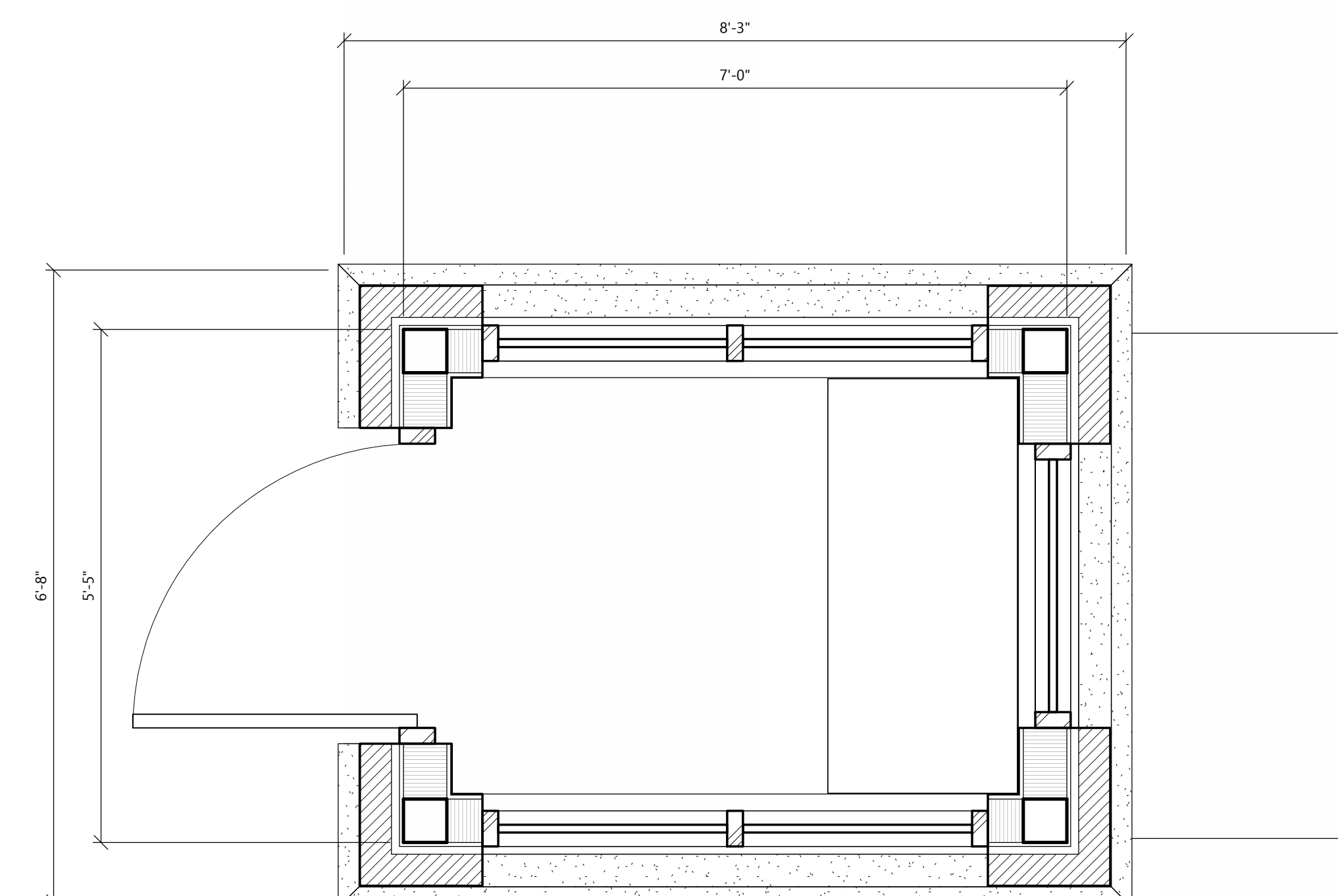
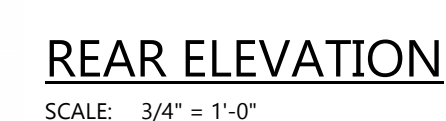
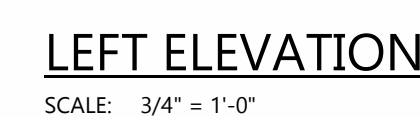
250037000

SHEET NUMBER

PRE-3

	<u>PREENISHED ALUMINUM BATTENS</u> MFR. LUMABUILT STYLE: MOSAIC 1x6 BATTENS COLOR: HAZELNUT BROWN
	<u>STONE VENEER</u> MFR. EL DORADO STONE STYLE: VANTAGE 30 (1/4" x 3/4" x 1"-D) COLOR: WHITE ELM w/ MATCHING MORTAR JOINT
	<u>BRICK VENEER (RUNNING BOND)</u> MFR. BELDEN BRICK STYLE: MODULAR (3 5/8" x 2 1/4" x 7 5/8") COLOR: TUMBLEWEED VELOUR (w/ GRAY MORTAR)
	<u>BRICK VENEER (STACKED BOND & SOLDIER)</u> MFR. BELDEN BRICK STYLE: MODULAR (3 5/8" x 2 1/4" x 7 5/8") COLOR: SEAL BROWN VELOUR (w/ GRAY MORTAR)
	<u>EIFS</u> TEXTURE : SAND COLOR: PT-9 (IN THE NAVY)
	NOT USED
	NOT USED
	<u>PRECAST STONE SILL</u> COLOR TO MATCH STONE VENEER
	NOT USED
	<u>PREENISHED STANDING SEAM METAL ROOF PANEL</u> MFR. CTMRS (OR EQUAL) STYLE: LARGE BATTEN 24 GA COLOR: PT-9 (IN THE NAVY)
	<u>PREENISHED METAL TRIM AND ACCESSORIES</u> MFR. CTMRS (OR EQUAL) COLOR: PT-9 (IN THE NAVY)
	<u>ALUMINUM STOREFRONT SYSTEM</u> GLAZING: CLEAR FRAME: DARK BRONZE
	<u>CONCRETE STEM WALL</u> TEXTURE: HARD RUB COLOR TO MATCH PT-10
	<u>TREx DECK BOARD</u> COLOR TO MATCH PT-13

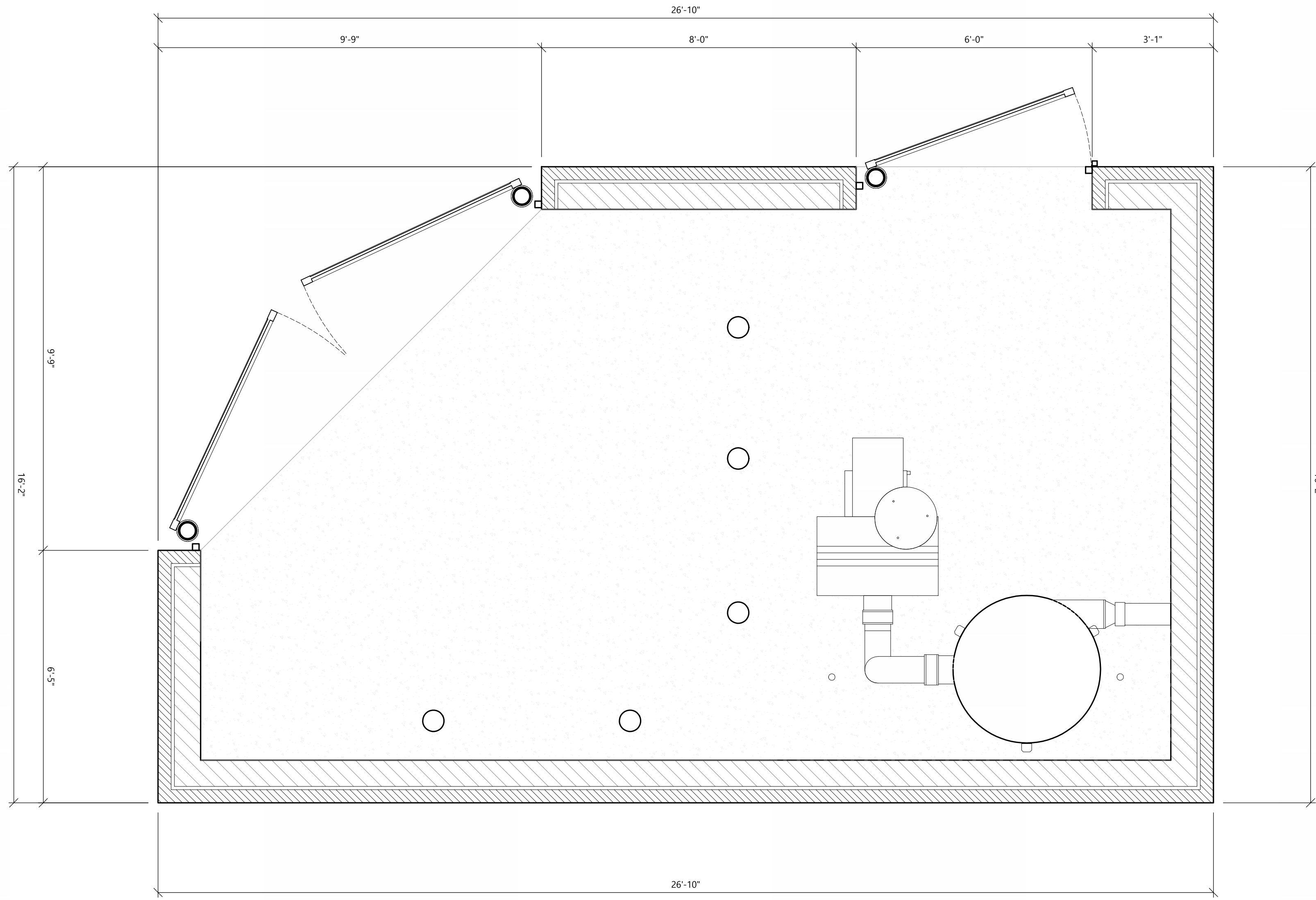
- ALL SIGNAGE SHOWN FOR INFORMATIONAL PURPOSES ONLY. ALL ADVERTISING SIGNAGE SUBJECT TO SEPARATE SIGN PERMIT SUBMITTAL AND APPROVAL.
- EXTERIOR LIGHTING LOCATIONS SHOWN. SEE ELECTRICAL PLANS FOR EXTERIOR LIGHTING SPECIFICATIONS AND REQUIREMENTS. COORDINATE J-BOX LOCATIONS W/ FUTURE OWNER LIGHTING.
- APPLY CLEAR WATERPROOF SEALER TO ALL EXPOSED STONE VENEER AND CMU.
- METAL ROOF COLOR IS A CUSTOM COLOR. NO ALTERNATE WILL BE ACCEPTED.
- SEE ROOM FINISH PLAN FOR PAINT COLORS AND SHEENS.



SHELTER PLAN

SCALE: 3/4" = 1'-0"

PRELIMINARY ATTENDANT SHELTER



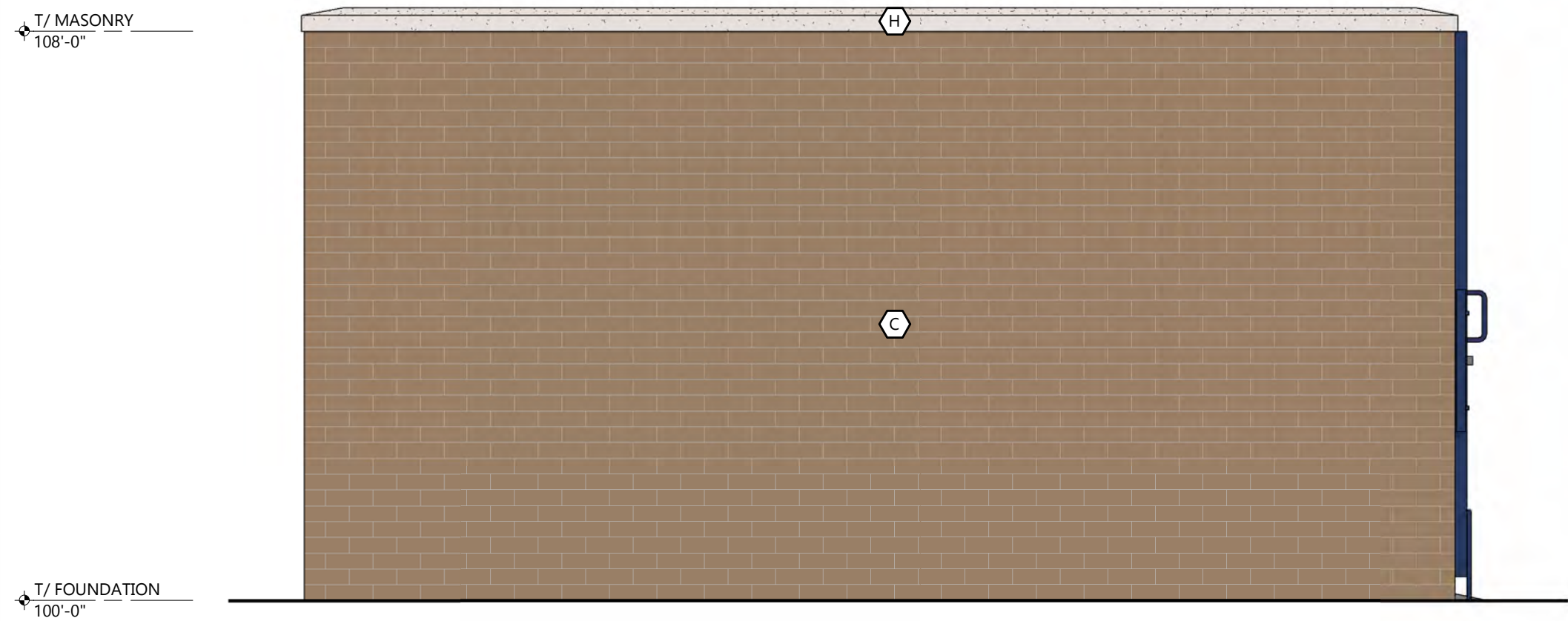
ENCLOSURE PLAN
SCALE: 1/2" = 1'-0"

EXTERIOR MATERIAL KEY

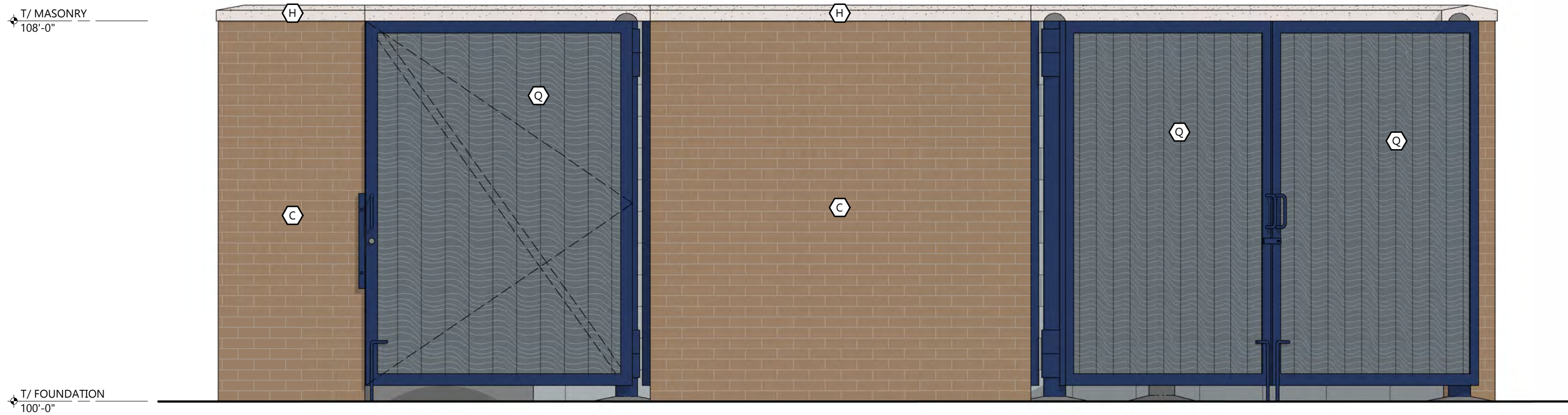
	PREFINISHED ALUMINUM BATTENS MFR: LUMABUILT STYLE: MOSAIC 1x6 BATTENS COLOR: HAZELNUT BROWN
	STONE VENEER MFR: EL DORADO STONE STYLE: VANTAGE 30 (6"H x 30"L x 1"D) COLOR: WHITE ELM w/ MATCHING MORTAR JOINT
	BRICK VENEER (RUNNING BOND) MFR: BELDEN BRICK STYLE: MODULAR (3 5/8" x 2 1/4" x 7 5/8") COLOR: TUMBLEWEED VELOUR (w/ GRAY MORTAR)
	BRICK VENEER (STACKED BOND & SOLDIER) MFR: BELDEN BRICK STYLE: MODULAR (3 5/8" x 2 1/4" x 7 5/8") COLOR: SEAL BROWN VELOUR (w/ GRAY MORTAR)
	EIFS TEXTURE: SAND COLOR: PT-9 (IN THE NAVY)
	NOT USED
	NOT USED
	PRECAST STONE SILL COLOR TO MATCH STONE VENEER
	NOT USED
	PREFINISHED STANDING SEAM METAL ROOF PANEL MFR: CTMS (OR EQUAL) STYLE: LARGE BATTEN 24 GA COLOR: PT-9 (IN THE NAVY)
	PREFINISHED METAL TRIM AND ACCESSORIES MFR: CTMS (OR EQUAL) COLOR: PT-9 (IN THE NAVY)
	ALUMINUM STOREFRONT SYSTEM GLAZING: CLEAR FRAME: DARK BRONZE
	CONCRETE STEM WALL TEXTURE: HAND RUB COLOR TO MATCH PT-10
	TREX DECK BOARD COLOR TO MATCH PT-3

GENERAL NOTES

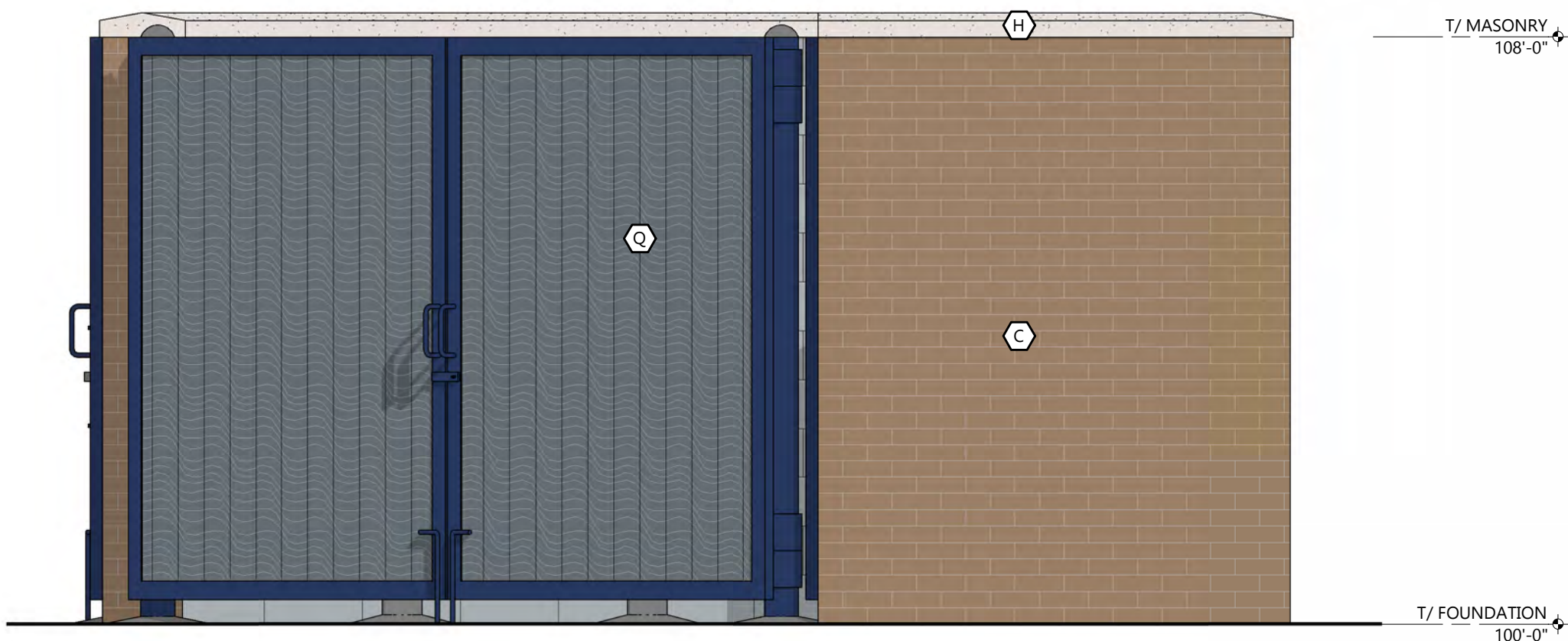
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- APPLY CLEAR WATERPROOF SEALER TO ALL EXPOSED STONE VENEER AND CMU.
- METAL ROOF COLOR IS A CUSTOM COLOR. NO ALTERNATE WILL BE ACCEPTED.
- SEE ROOM FINISH PLAN FOR PAINT COLORS AND SHEENS.



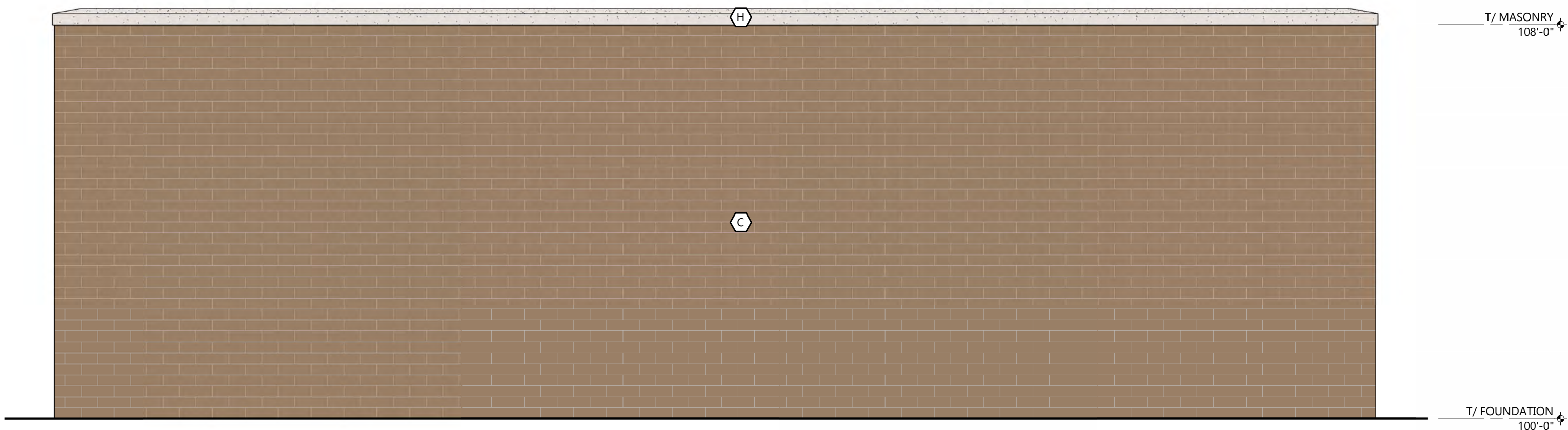
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SCALE: 1/2" = 1'-0"



ELEVATION - FRONT
SCALE: 1/2" = 1'-0"



ELEVATION - RIGHT
SCALE: 1/2" = 1'-0"



ELEVATION - REAR
SCALE: 1/2" = 1'-0"

PROJECT INFORMATION

PROPOSED CAR WASH FOR:
MISTER CAR WASH - MN 2606 CEDAR
18000 CEDAR AVE • LAKEVILLE, MN 55024

(130L - V2.1 - ZONE 1)

PROFESSIONAL SEAL

PRELIMINARY DATES

JULY 17, 2025

NOT FOR CONSTRUCTION

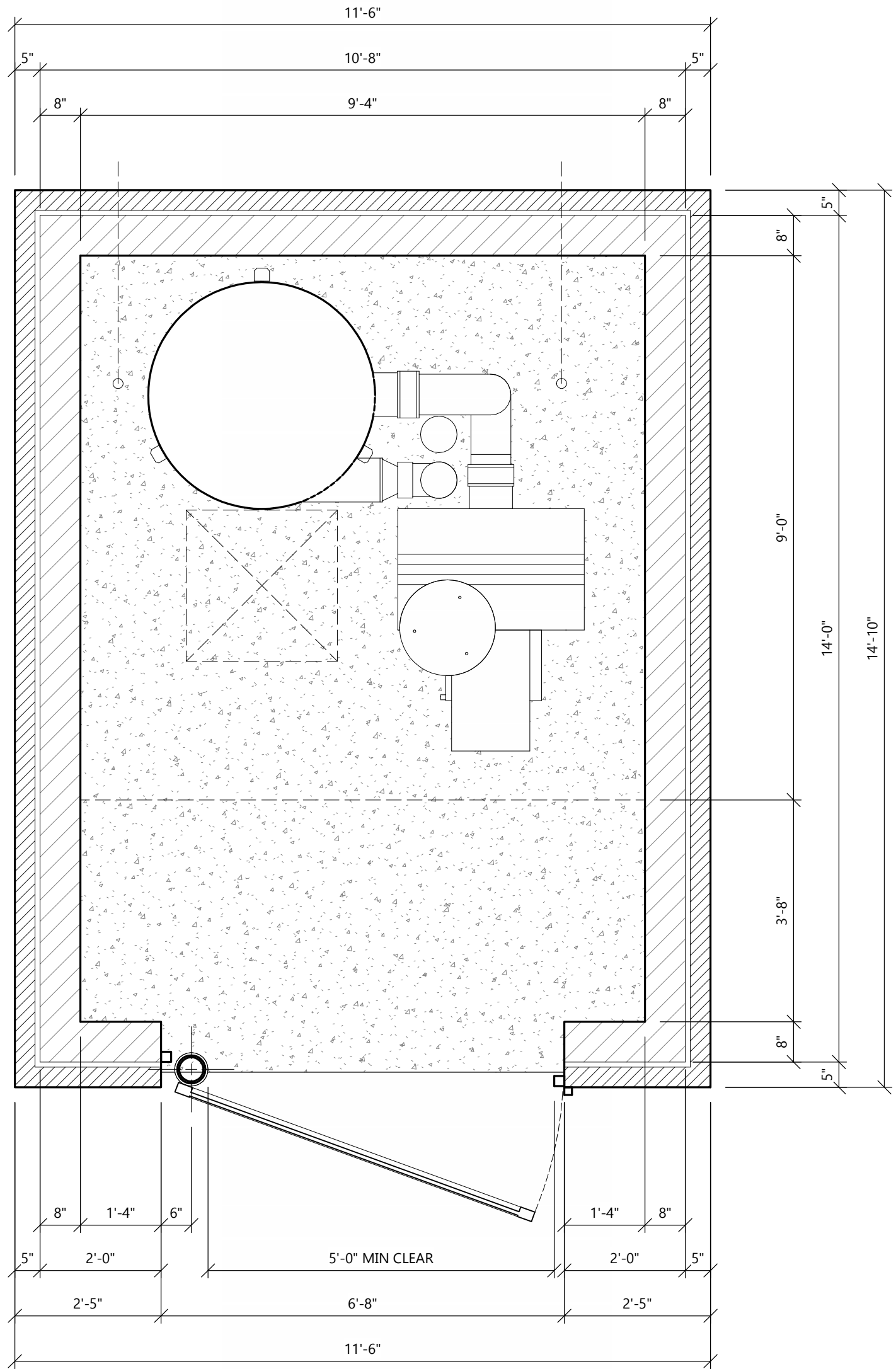
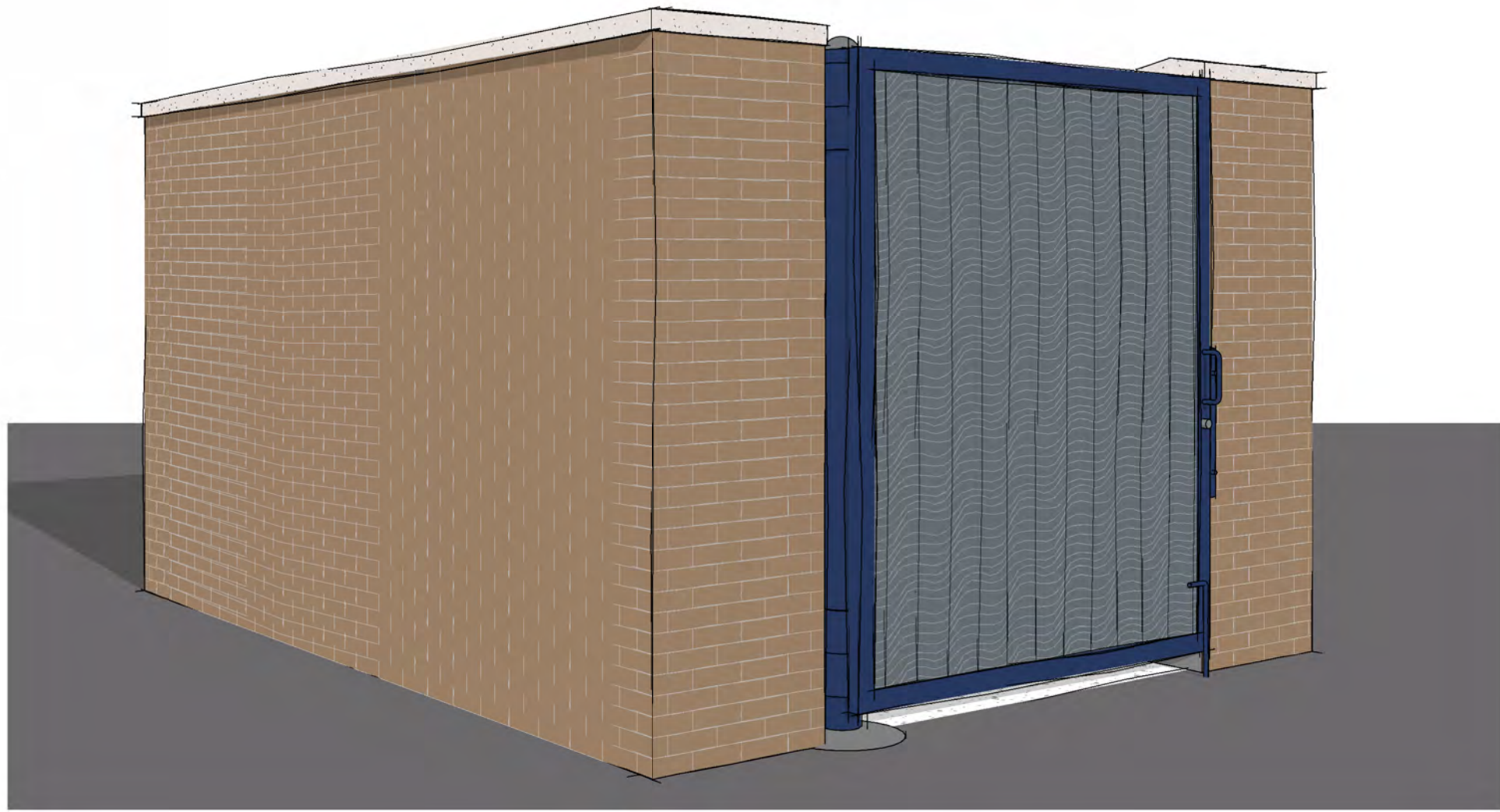
JOB NUMBER

250037000

SHEET NUMBER

PRE-4

PRELIMINARY DUMPSTER & VACUUM ENCLOSURE



VAC ENCLOSURE PLAN

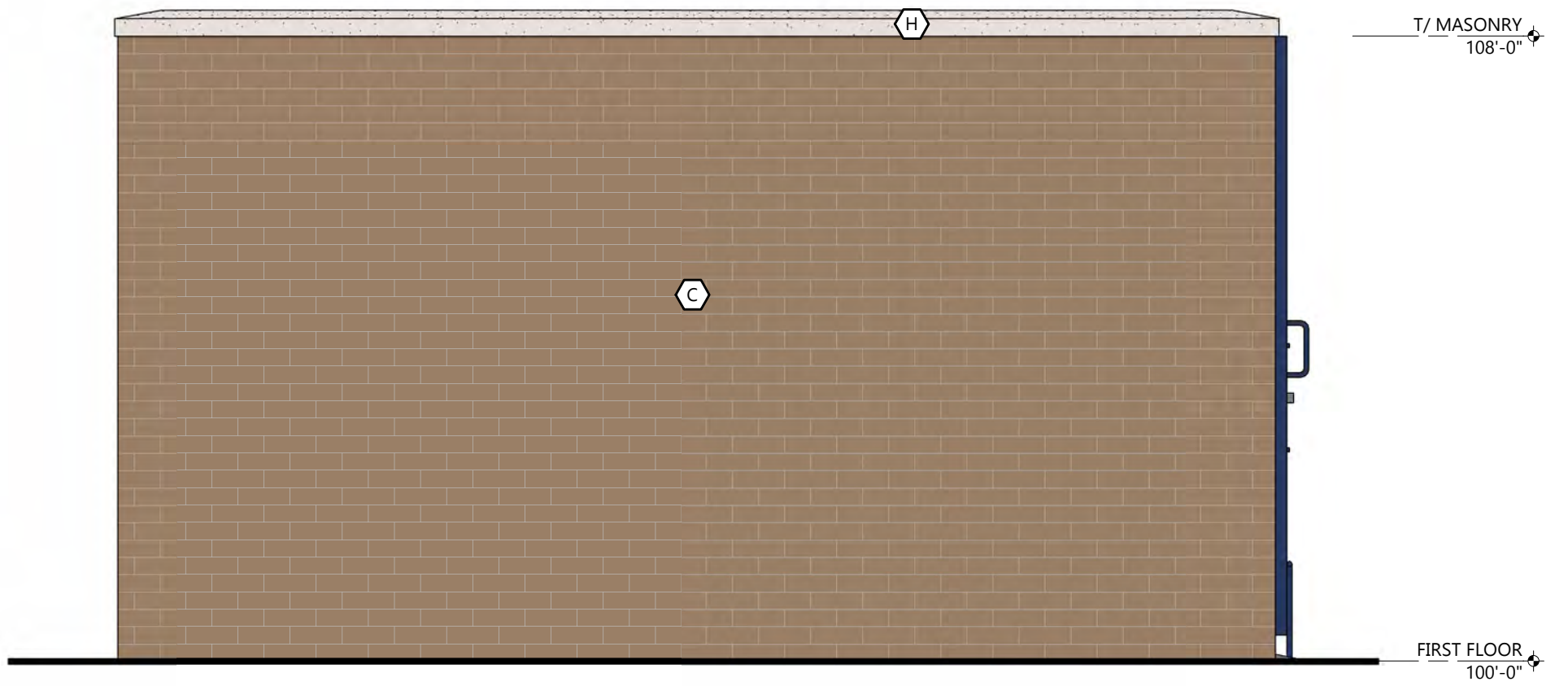
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EXTERIOR MATERIAL KEY

	PREFINISHED ALUMINUM BATTS MFR: LUMAQUILT STYLE: MOSAIC 1x6 BATTS COLOR: HAZELNUT BROWN
	STONE VENEER MFR: EL DORADO STONE STYLE: VANTAGE 30 (6"H x 30"L x 1"D) COLOR: WHITE ELM w/ MATCHING MORTAR JOINT
	BRICK VENEER (RUNNING BOND) MFR: BELDEN BRICK STYLE: MODULAR (3 5/8" x 2 1/4" x 7 5/8") COLOR: TUMBLEWEED VELOUR (w/ GRAY MORTAR)
	BRICK VENEER (STACKED BOND & SOLDIER) MFR: BELDEN BRICK STYLE: MODULAR (3 5/8" x 2 1/4" x 7 5/8") COLOR: SEAL BROWN VELOUR (w/ GRAY MORTAR)
	EIFS TEXTURE: SAND COLOR: PT-9 (IN THE NAVY)
	NOT USED
	NOT USED
	PRECAST STONE SILL COLOR TO MATCH STONE VENEER
	NOT USED
	PREFINISHED STANDING SEAM METAL ROOF PANEL MFR: CIMES (OR EQUAL) STYLE: LARGE BATTEN 24 GA COLOR: PT-9 (IN THE NAVY)
	PREFINISHED METAL TRIM AND ACCESSORIES MFR: CIMES (OR EQUAL) COLOR: PT-9 (IN THE NAVY)
	ALUMINUM STOREFRONT SYSTEM GLAZING: CLEAR FRAME: DARK BRONZE
	CONCRETE STEM WALL TEXTURE: HAND RUB COLOR TO MATCH PT-10
	TREX DECK BOARD COLOR TO MATCH PT-3

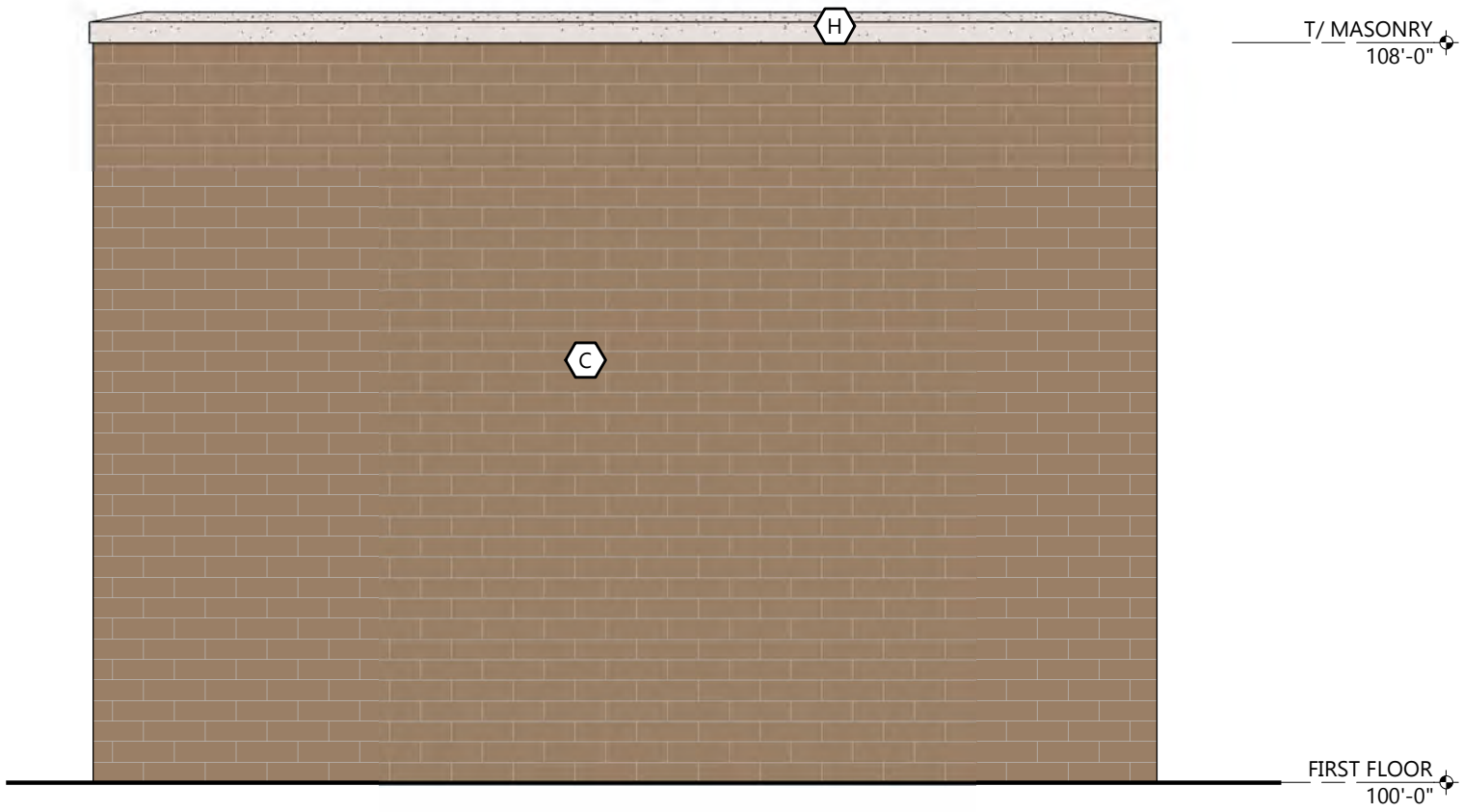
GENERAL NOTES

- ALL SIGNAGE SHOWN FOR INFORMATIONAL PURPOSES ONLY. ALL ADVERTISING SIGNAGE SUBJECT TO SEPARATE SIGN PERMIT SUBMITTAL AND APPROVAL.
- EXTERIOR LIGHTING LOCATIONS SHOWN. SEE ELECTRICAL PLANS FOR EXTERIOR LIGHTING SPECIFICATIONS AND REQUIREMENTS. COORDINATE J-BOX LOCATIONS W/ FUTURE OWNER LIGHTING.
- APPLY CLEAR WATERPROOF SEALER TO ALL EXPOSED STONE VENEER AND CMU.
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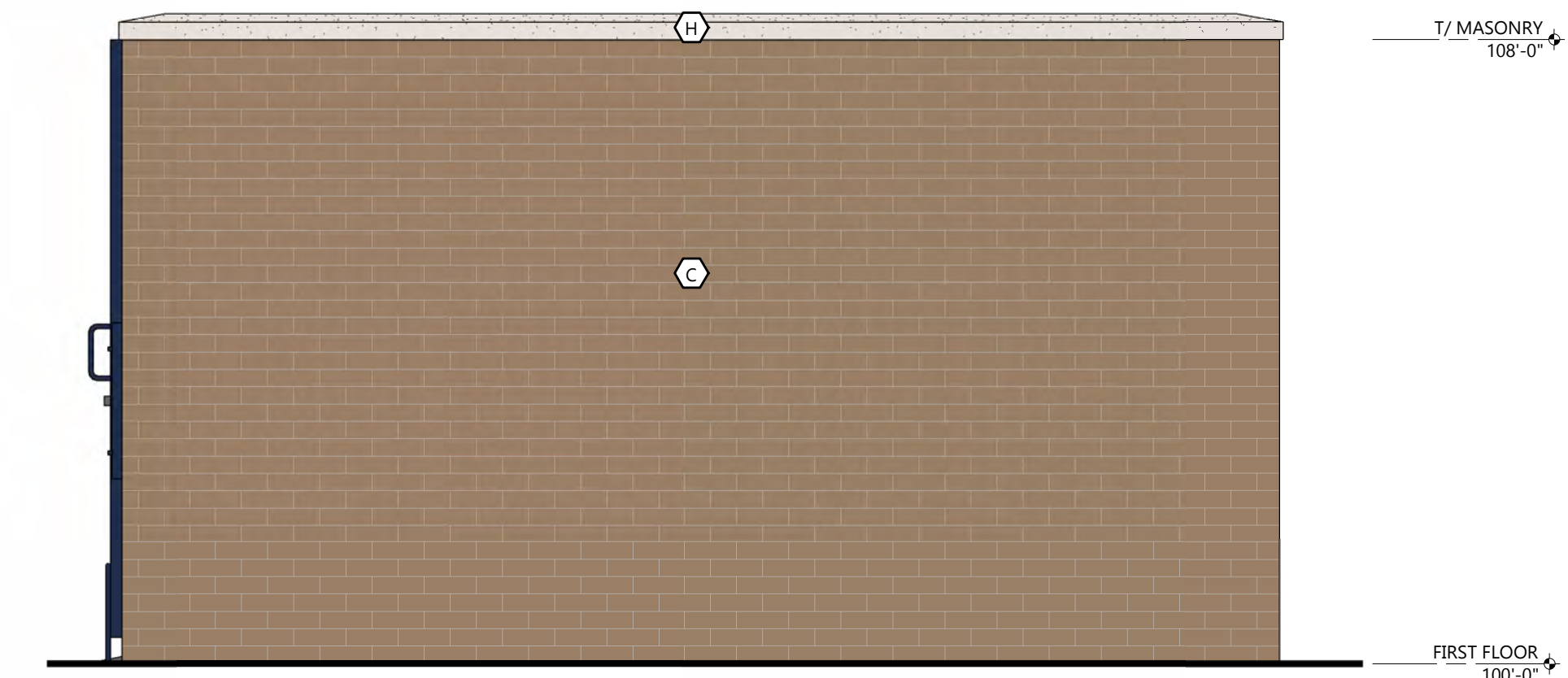
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SCALE: 1/2" = 1'-0"



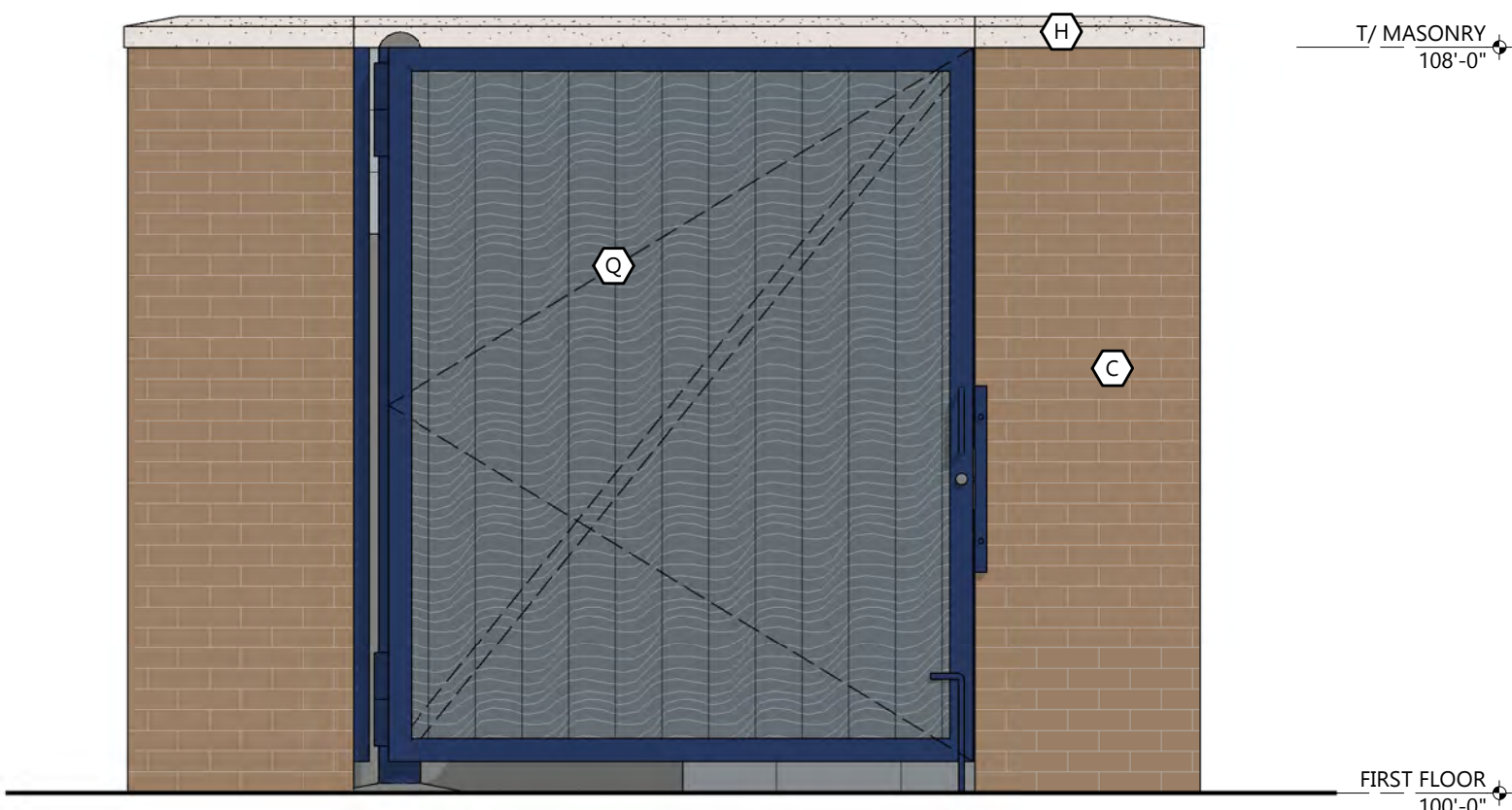
REAR ELEVATION

SCALE: 1/2" = 1'-0"



RIGHT ELEVATION

SCALE: 1/2" = 1'-0"



FRONT ELEVATION

SCALE: 1/2" = 1'-0"

PROJECT INFORMATION

PROPOSED CAR WASH FOR:
MISTER CAR WASH - MN 2606 CEDAR
18000 CEDAR AVE • LAKEVILLE, MN 55024

(130L - V2.1 - ZONE 1)

PROFESSIONAL SEAL

PRELIMINARY DATES

JULY 17, 2025

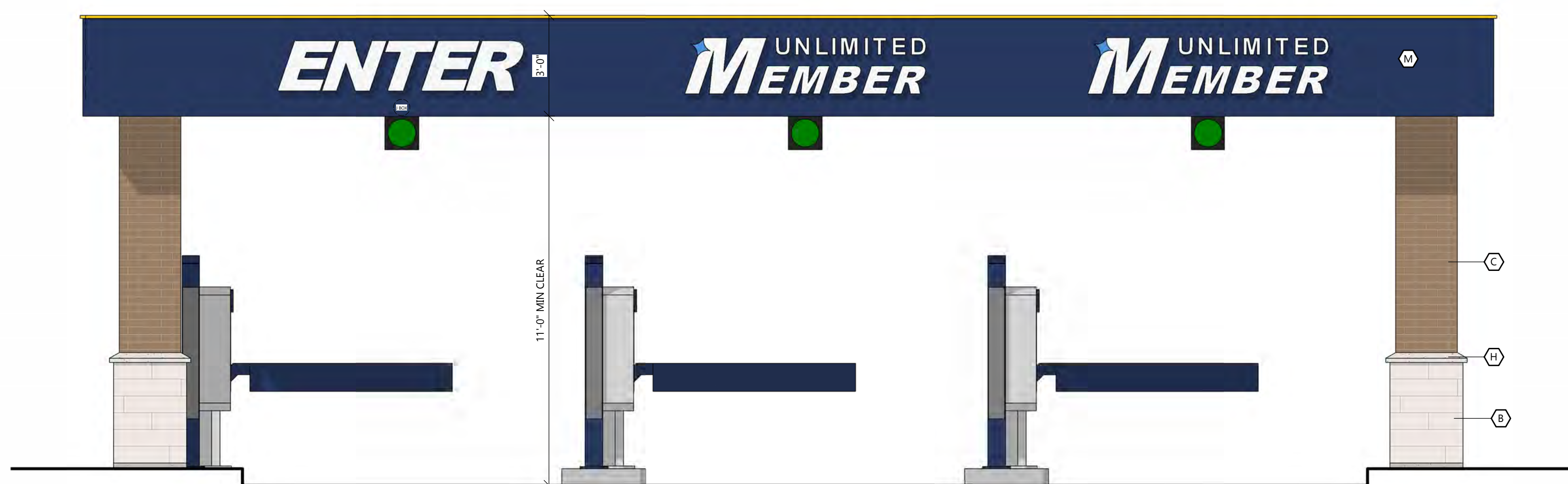
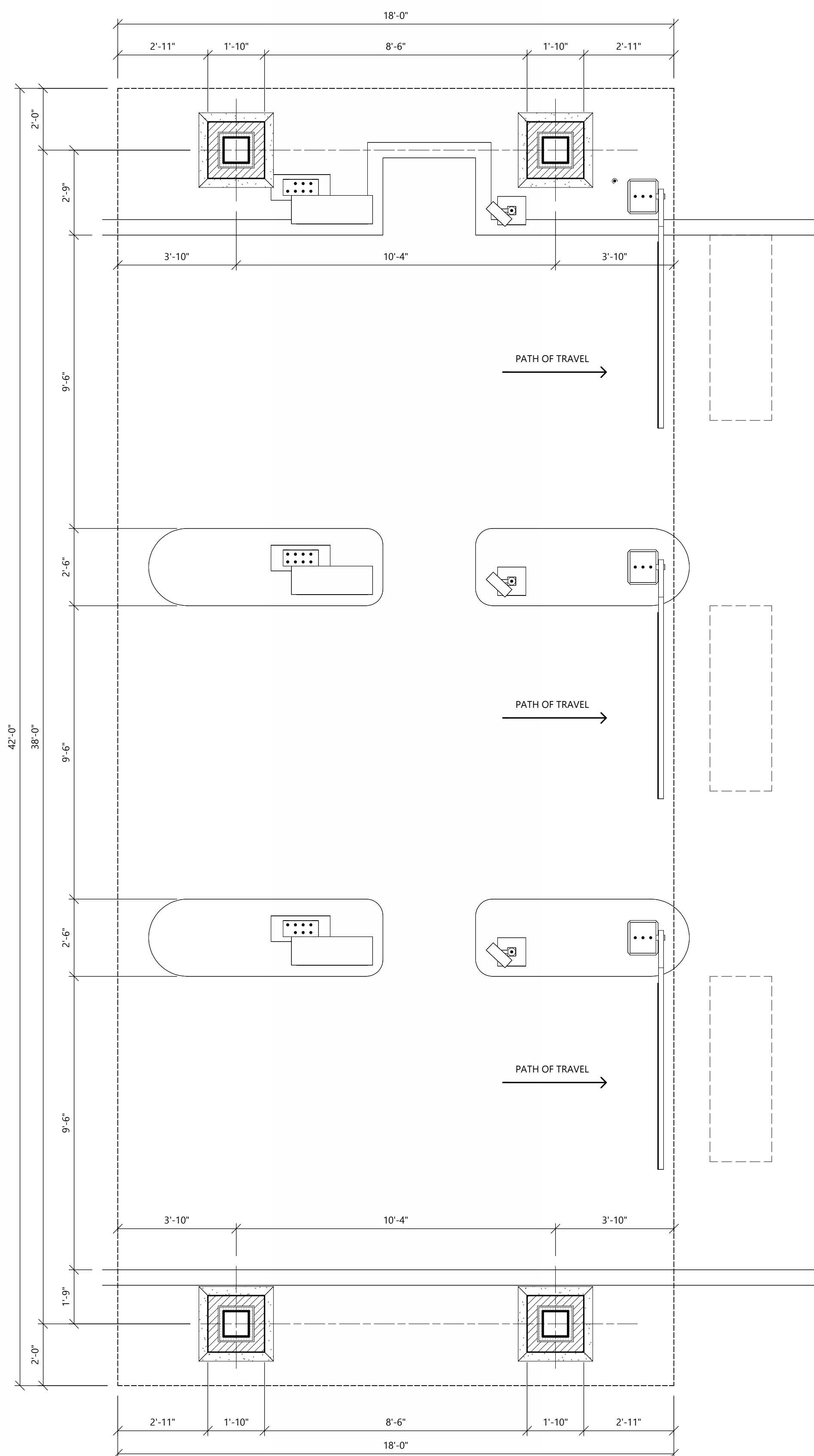
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JOB NUMBER

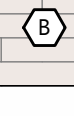
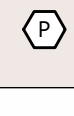
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SHEET NUMBER

PRE-5



EXTERIOR MATERIAL KEY

	<u>PREFINISHED ALUMINUM BATTENS</u> MFR: LUMABUILT STYLE: MOSAIC 1x6 BATTENS COLOR: HAZELNUT BROWN
	<u>STONE VENEER</u> MFR: EL DORADO STONE STYLE: MODULAR (3 5/8" x 2 1/4" x 1"-1") COLOR: WHITE ELM w/ MATCHING MORTAR JOINT
	<u>BRICK VENEER (RUNNING BOND)</u> MFR: BELDEN BRICK STYLE: VANTAGE 30 (6 1/4" x 30" L x 1"-1") COLOR: TUMBLEWEED VELOUR (w/ GRAY MORTAR)
	<u>BRICK VENEER (STACKED BOND & SOLDIER)</u> MFR: BELDEN BRICK STYLE: MODULAR (3 5/8" x 2 1/4" x 5 5/8") COLOR: SEAL BROWN VELOUR (w/ GRAY MORTAR)
	<u>EPS</u> TEXTURE: - SAND COLOR: PT-9 (IN THE NAVY)
	NOT USED
	NOT USED
	<u>PRECAST STONE SILL</u> COLOR: TO MATCH STONE VENEER
	NOT USED
	<u>PREFINISHED STANDING SEAM METAL ROOF PANEL</u> MFR: CTRMS (OR EQUAL) STYLE: LARGE BATTEN 24 GA COLOR: PT-9 (IN THE NAVY)
	<u>PREFINISHED METAL TRIM AND ACCESSORIES</u> MFR: CTRMS (OR EQUAL) COLOR: PT-9 (IN THE NAVY)
	<u>ALUMINUM STOREFRONT SYSTEM</u> GLAZING: CLEAR FRAME: DARK BRONZE
	<u>CONCRETE STEM WALL</u> TEXTURE: HAND RUB COLOR: TO MATCH PT-10
	<u>TREX DECK BOARD</u> COLOR: TO MATCH PT-3

GENERAL NOTES

- ALL SIGNAGE SHOWN FOR INFORMATIONAL PURPOSES ONLY. ALL SIGNAGE SHALL BE SUBMITTED TO THE CITY OF CHICAGO FOR REVIEW AND APPROVAL.
- EXTERIOR LIGHTING LOCATIONS SHOWN. SEE ELECTRICAL PLANS FOR EXTERIOR LIGHTING SPECIFICATIONS AND REQUIREMENTS. COORDINATE J-BOX LOCATIONS W/ FUTURE OWNER LIGHTING.
- APPLY CLEAR WATERPROOF SEALER TO ALL EXPOSED STONE VENEER AND CMU.
- METAL ROOF COLOR IS A CUSTOM COLOR. NO ALTERNATE WILL BE ACCEPTED.
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PROJECT INFORMATION

PROPOSED CAR WASH FOR:

MISTER CAR WASH - MN 2606 CEDAR

18000 CEDAR AVE • LAKEVILLE, MN 55024

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PROFESSIONAL SEAL

PRELIMINARY DATES

JULY 17, 2025

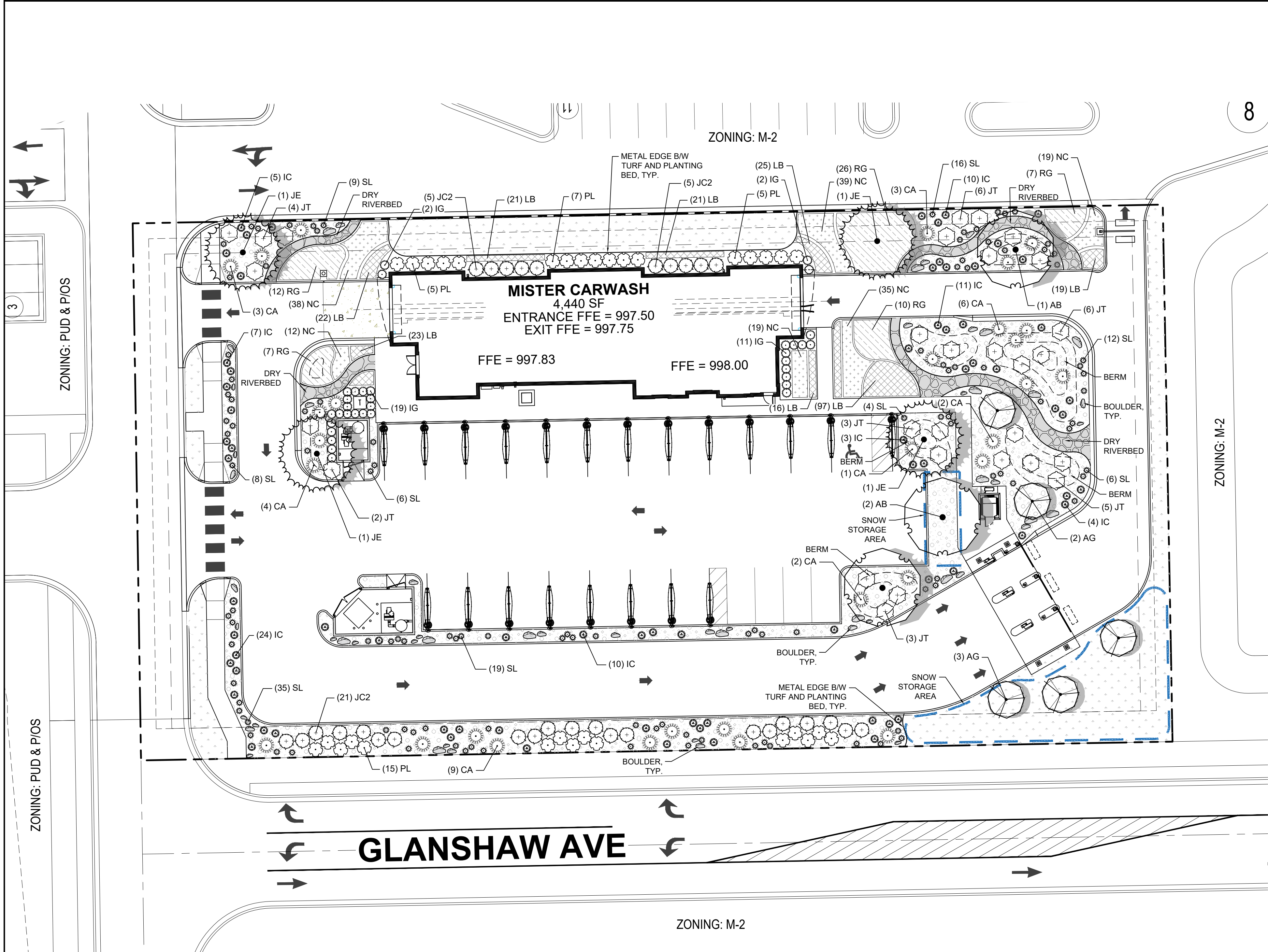
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JOB NUMBER

250037000

SHEET NUMBER

PRE-6



GENERAL GRADING AND PLANTING NOTES

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN) IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS. "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
- a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN $\pm 0.1'$ OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- b. CONSTRUCT AND MAINTAIN FINISH GRASSES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
- c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
- d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE. IN ORDER TO ALLOW FOR PROPER MULCH DEPTH, TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
- e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
- f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- g. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E. MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
- h. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
- i. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
- j. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- k. CONTRACTOR SHALL PROVIDE AND INSTALL SOLID SOD IN ALL RIGHT-OF-WAYS AND PARKWAYS (UNLESS NOT ALLOWED BY THE LOCAL JURISDICTION) AND SHALL PROVIDE WATERING AND MAINTENANCE UNTIL THE TURF IS ESTABLISHED AND HAS BEEN ACCEPTED BY OWNER.
- l. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 30 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
- m. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING, CURBS, WATER, STORM, OR SANITARY SEWER UTILITIES. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF NATIVE ROCK BASED MULCH (DO NOT USE DECOMPOSED GRANITE, LAVA ROCK, WHITE OR RED ROCK OR SMOOTH RIVER ROCK), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

PROVIDE WEED BARRIER UNDER ALL ROCK AND GROUND COVER PER MISTER LANDSCAPE DESIGN GUIDELINES UNDER SECTION 3.4 MULCH SPECIFICATIONS

IRRIGATION CONCEPT

- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
- THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
- ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
- ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

PLANTING & IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

LANDSCAPE CALCULATIONS

JURISDICTION: CITY OF LAKEVILLE, MN
ZONING: M-2: MIXED USE CEDAR CORRIDOR DISTRICT

SITE AREA: 56,611 SF

REQUIRED LANDSCAPING SHALL INCLUDE PLANTINGS AT THE PERIMETER, OFF STREET PARKING LANDSCAPING, AND INTERIOR LANDSCAPE PLANTINGS.

THE LANDSCAPE PLAN MUST SHOW SOME FORM OF DESIGNED SITE AMENITIES (I.E., COMPOSITION OF PLANT MATERIALS, AND/OR CREATIVE GRADING, DECORATIVE LIGHTING, EXTERIOR SCULPTURE, ETC.) WHICH ARE LARGELY INTENDED FOR AESTHETIC PURPOSES.

ALL GROUND AREA UNDER THE BUILDING ROOF OVERHANG MUST BE TREATED WITH A DECORATIVE MULCH AND/OR FOUNDATION PLANTING.

OFF STREET PARKING AREAS

PERIMETER LANDSCAPE: ALL OFF STREET PARKING AREAS WITH 5 OR MORE PARKING SPACES SHALL BE SCREENED FROM VIEW

TREES REQUIRED: 7 TREES (1 TREE / 40 LF)

TREES PROVIDED: 7 TREES*

* THREE TREES PLACED ADJ. CAR WASH LANE DUE TO SPACE CONSTRAINTS

BUFFER YARD

N/A - ADJACENT LOTS HAVE COMPATIBLE ZONING

NO EXISTING TREES ON SITE

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	MIN. SIZE
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TREES

	AB	3	Acer x freemanii 'Baillon's' Matador™ Freeman Maple	Cont. or B&B	2.5" Cal.
	AG	5	Amelanchier x g. 'Autumn Brilliance' Autumn Brilliance Apple Serviceberry	Cont. or B&B	3-5 canes, 6' ht.
	JE	4	Juniperus virginiana Eastern Redcedar	Cont. or B&B	2.5" Cal.

SHRUBS / PERENNIALS / ORNAMENTAL GRASSES

	CA	30	Clethra alnifolia 'Hummingbird' Summersweet	Cont.	18"-24" ht.
	IG	34	Ilex glabra 'Shamrock' Inkberry	Cont.	18"-24" ht.
	IC	74	Iris sibirica 'Caesar's Brother' Caesar's Brother Siberian Iris	Cont.	1 gal., full
	JC2	31	Juniperus chinensis 'Armstrongii' Armstrong Juniper	Cont.	18"-24" ht.
	JT	29	Juniperus h. 'Turquoise Spreader' Turquoise Spreader Juniper	Cont.	18"-24" spd.
	PL	32	Physocarpus opulifolius 'Little Devil' Dwarf Ninebark	Cont.	18"-24" ht.
	SL	115	Schizachyrium scoparium Little Bluestem	Cont.	1 gal., full

GROUNDCOVERS

	LB	244	Liriope muscari 'Big Blue' Big Blue Liliyturf	Cont.	1 gal., full
	NC	162	Nepeta x faassenii 'Cat's Meow' Cat's Meow Catmint	Cont.	3 gal., full
	RG	62	Rhus aromatica 'Gro-Low' Gro-Low Fragrant Sumac	Cont.	18"-24" spd.

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT.	REMARKS
--------	------	-------------------------	-------	---------

TURF

	RTF	RTF® Sod Rhizomatous Tall Fescue	Sod	
--	-----	----------------------------------	-----	--

ROCK / STONE

	SM	3/4"-1" Red Limestone Stone Mulch	6" compacted depth over weed fabric; steel edged	
	RR	6"-12" Natural Granite Fieldstone Boulders	Buried 1/3 to 1/2 of ht over landscape fabric.	
		Dry Riverbed Rock		

42"-48" DIA. FIELDSTONE BOULDER (NATURAL GRANITE) - BURY 1/3 TO 1/2 OF HEIGHT (TYP.)

24"-30" DIA. FIELDSTONE BOULDER (NATURAL GRANITE) - BURY 1/3 TO 1/2 OF HEIGHT (TYP.)

12"-18" DIA. FIELDSTONE BOULDER (NATURAL GRANITE) - BURY 1/3 TO 1/2 OF HEIGHT (TYP.)

NOTE: A LOCAL EQUIVALENT TO FIELDSTONE BOULDERS MAY BE USED WITH OWNER'S AND LANDSCAPE ARCHITECT'S WRITTEN APPROVAL.

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www.evergreendesigngroup.com
LANDSCAPE ARCHITECTURE
LAND PLANNING, IRRIGATION DESIGN

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.

Signature: Sharon M. Stachecki
Name: Sharon M Stachecki
Date: 8/13/2025 License Number: 62606

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

PROJECT

MISTER CAR WASH
LAKEVILLE

LAKEVILLE MINNESOTA

ISSUE SCHEDULE

DATE	DESCRIPTION	BY

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO. 25-32359

FILE NAME MISTER CAR WASH - LAKEVILLE MN - LP

DRAWN BY SMS

DESIGNED BY SMS

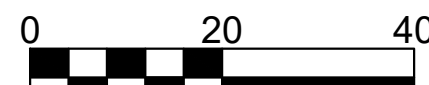
REVIEWED BY SS

TITLE

LANDSCAPE
PLANTING PLAN

SHEET

LP-1



SCALE IN FEET

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL.
VERIFY SCALE USING BAR SCALE ABOVE.

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

**MISTER CAR WASH CONDITIONAL USE PERMIT
FINDINGS OF FACT AND RECOMMENDATION**

On October 16, 2025, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Mister Car Wash for a conditional use permit to allow a commercial car wash at Lot 7, Block 1, Marketplace at Cedar. The Planning Commission conducted a public hearing on the conditional use permit application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak.

FINDINGS OF FACT

1. The subject property is located in Comprehensive Planning District 5, which guides the property for Corridor Mixed Use.
2. The subject site is zoned M-2, Mixed Use Cedar Corridor District.
3. Legal description of the property will be Lot 7, Block 1, Marketplace At Cedar, upon the recording of the Marketplace At Cedar final plat:
4. Chapter 4 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 commercial car wash facility is consistent with the Comprehensive Plan's guided commercial land use and the M-2, Mixed Use Cedar Corridor zoning of the property.

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

Finding: The proposed commercial car wash facility will be compatible with the present and future commercial land uses in the surrounding area.
 - c. **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The commercial car wash facility will conform to the performance standards contained in the Zoning Ordinance.

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

Finding: The property is served with City sanitary sewer and water. The proposed commercial car wash facility will not overburden the City's service capacity.

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

Finding: The traffic generated by the proposed commercial car wash facility will not overburden the streets serving the property.

5. The report dated October 8, 2025 and prepared by Heather Botten, Senior Planner is incorporated herein.

RECOMMENDATION

The Planning Commission recommends that the City Council approve the conditional use permit conditioned upon compliance with the planning report prepared by Heather Botten, Senior Planner, dated October 8, 2025.

DATED: October 16, 2025

LAKEVILLE PLANNING COMMISSION

BY: _____
Christine Zimmer, Chair



Date: 11/3/2025

Resolution of Support for Draft 2026-2030 Dakota County Capital Improvement Program

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution in support of the draft 2026-2030 Dakota County Capital Improvement Program.

Overview

Lakeville's Capital Improvement Plan (CIP) is annually prepared in partnership with Dakota County staff to include Dakota County transportation projects that align with the City's transportation needs and development objectives. The City Council approved Lakeville's 5-year CIP (2026-2030) on October 6, 2025.

The draft 2026-2030 Dakota County Capital Improvement Program includes County projects that were incorporated into Lakeville's 2026-2030 CIP. The coordinated effort demonstrates the City's and County's commitment and ongoing investment toward creating and maintaining an efficient, multimodal transportation system within Lakeville. Final adoption of the draft 2026-2030 Dakota County Capital Improvement Program is anticipated on December 2, 2025.

Supporting Information

1. 2025.11.03 Resolution of Support
2. 2025.11.03 CIP Summary

Financial Impact: \$0 **Budgeted:** No **Source:** N/A

Envision Lakeville Community Values: Good Value for Public Service; Diversified Economic Development; Safety Throughout the Community; Design that Connects the Community

Report Completed by: Zach Johnson, City Engineer

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

Resolution of Support for Draft 2026-2030 Dakota County Capital Improvement Program

WHEREAS, Dakota County asked cities and townships to request projects for inclusion in the draft Dakota County 2026-2030 Capital Improvement Program; and

WHEREAS, projects located within the City of Lakeville, as listed in the draft Dakota County 2026-2030 Capital Improvement Program, are important to the City of Lakeville; and

WHEREAS, Dakota County projects in the City of Lakeville's five-year Capital Improvement Plan (2026-2030) were developed collaboratively between the City and County and are included in the draft Dakota County 2026-2030 Capital Improvement Program; and

WHEREAS, the City of Lakeville agrees to continue to coordinate efforts with Dakota County in evaluating the timing and costs associated with the projects programmed in the City of Lakeville's five-year Capital Improvement Plan (2026-2030) and included in the draft Dakota County 2026-2030 Capital Improvement Program; and

WHEREAS, the City of Lakeville expresses its support for the continued application of Dakota County's Advance Funding for City Cost Participation policy for its importance in maintaining a safe, multimodal transportation system and meeting the existing and future needs of Lakeville and Dakota County residents and businesses; and

WHEREAS, the City of Lakeville has financed its share of costs for past Dakota County projects and intends to participate in project costs included in the draft Dakota County 2026-2030 Capital Improvement Program in accordance with policies included in the current adopted Dakota County Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED the City of Lakeville supports the projects in the draft Dakota County 2026-2030 Capital Improvement Program for construction in the years indicated.

ADOPTED by the Lakeville City Council this 3rd day of November 2025.

CITY OF LAKEVILLE

ATTEST:

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

Five-Year Transportation Capital Improvement Plans Summary (2026-2030)
City of Lakeville and Dakota County

Improvement Project	Construction Year	
	City	County
Roadways		
Dodd Boulevard/CSAH 9 Modernization <i>(208th Street - Kenwood Trail/CSAH 50)</i>	2027	2027
Cedar Avenue/CSAH 23 Pavement Preservation <i>(179th Street/CSAH 9 - 150th Street/CSAH 42)</i>	2027	2027
Dodd Boulevard/CSAH 9 Modernization <i>(215th Street/CSAH 70 - South of 210th Street)</i>	2028	2028
Intersections/Roundabouts/Traffic Signals		
Kenwood Trail/CSAH 50 at 185th Street/CSAH 60 <i>Roundabout enhancements</i>	2026	2026
Kenwood Trail/CSAH 5 at Kenyon Avenue <i>Traffic signal (new)</i>	2027	2027
Pilot Knob Road/CSAH 31 at 160th Street/CSAH 46 <i>Traffic signal (replacement)</i>	2027	2027
185th Street/CSAH 60 at Orchard Trail <i>Traffic signal (new)</i>	2027	2027
179th Street/CSAH 9 at Glacier Way <i>Traffic signal (new)</i>	2027	2027
Kenwood Trail/CSAH 5/50 at Interstate 35 <i>Interchange reconstruction</i>	2028	2028
160th Street/CSAH 46 at Foliage Avenue <i>Traffic signal (replacement)</i>	2028	2028
160th Street/CSAH 46 at Galaxie Avenue <i>Traffic signal (replacement)</i>	2028	2028
Dodd Boulevard/CSAH 9 at 194th Street and 190th Street <i>Access modifications</i>	2029	2029
160th Street/CSAH 46 at Lac Lavon Drive <i>Traffic signal (replacement)</i>	2030	2030
Trails		
Lake Marion Greenway <i>(Ritter Farm Park Trailhead - Downtown Gateway)</i>	2026	2026
Lake Marion Greenway <i>(Downtown Gateway - Cedar Avenue/CSAH 23)</i>	2030	2030
Traffic Studies		
CSAH 60 Alignment Study <i>Cedar Avenue/CSAH 23 - Flagstaff Avenue</i>	2026	2026



Date: 11/3/2025

Professional Services Contract for Central Maintenance Facility Masterplan

Proposed Action

Staff recommends adoption of the following motion: Move to approve a professional services contract with Oertel Architects for Central Maintenance Facility Masterplan.

Overview

Employees from the Parks, Streets, Construction Services, and Forestry divisions work out of the Central Maintenance Facility. The facility was built more than 20 years ago, and as the community has grown, several areas of the facility should be evaluated to ensure operations are safe, properly sized, and efficient. The plan will primarily focus on three areas: vehicle storage, vehicle maintenance, and the office/lunchroom space.

Supporting Information

1. Professional Services Contract

Financial Impact: \$20,000 Budgeted: Yes Source: Building Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Paul Oehme, Public Works Director
--

October 23, 2025 (Revised 10/29/2025)

Paul Oehme | e: poehme@lakeville.gov

RE: PUBLIC WORKS MASTERPLAN REVIEW

Dear Paul,

Thank you for the opportunity to review your existing Public Works. We are familiar with the facility and are excited to update the long range vision for your operation.

Below, please find a summary of our project understanding and the assumptions guiding our approach.

PROJECT SCOPE ASSUMPTIONS:

There are (3) main areas to be reviewed within the facility.

1. Office Areas
2. Vehicle Storage/Departmental Shops
3. Vehicle Maintenance

As you know, we recently completed a thorough review and update for the office areas. We will not review the office as part of the scope of this proposal, but we will include documentation of the proposed changes including updated budget estimates as part of the consolidated masterplan.

Vehicle Storage/Departmental Shops

Scope:

Review of fleet parking, wash bay(s), sanitation bay, and associated shop spaces for carpentry, streets, sign, chemical, and general storage.

Deliverables:

- Updated Space Program with 10-, 20-, and 30-year growth factors
- Updated Space Needs Worksheets for critical spaces
- Updated diagrams indicating proposed parking layouts, operational flow, and general room configuration

- Proposed modifications to existing building components
- General review of existing mechanical and electrical systems including an executive summary of deficiencies, life expectancy, and proposed modifications
- Opinion of Probable Cost for planning and budgeting
-

Vehicle Maintenance

Scope:

Review plan options for adding (2) large maintenance bays and a dedicated welding bay. The scope also includes repurposing the existing welding bay as a fabrication bay or similar.

Deliverables:

- Updated diagrams indicating proposed layouts, operational flow, and general room configuration
- Proposed modifications to existing building components
- General review of existing mechanical and electrical systems including an executive summary of deficiencies, life expectancy, and proposed modifications
- Opinion of Probable Cost for planning and budgeting

Additional Scope Items

1. As part of the overall review, we are recommending the development of (3) – (4) Design Imperatives to guide the process.

Examples:

FUNCTIONALITY AND FLEXIBILITY - *The building should improve the operational efficiency and workflow of each department while remaining flexible for changing staff, departmental needs, emerging technologies and municipal infrastructure maintenance best practices. Consolidate multiple departments under one roof to improve the daily functioning of each department.*

FISCAL RESPONSIBILITY - *Design with the intention that fiscal decisions are made now, will potentially impact future fiscal responsibilities. A decision for funding should be made based on the priority of the other imperatives, and how that leads to a successful and operational project.*

The Design Imperatives help guide the team and aid the decision-making process both now and in the future.

2. The design team will also perform a general review of the potential site and campus impacts of any proposed additions and changes. This will be summarized in an overall site plan.
3. Options for exterior wash out area for sweepers, lawnmowers, etc.
4. Review options for adding a small meeting room on the south side of the lunch room.

FEE SCOPE ASSUMPTIONS:

- There will be (6) meetings to review the proposed layout changes and walkthrough/review the revised cost estimate and (1) formal presentation to City Council
- The final deliverables will be a combined .pdf document including all materials listed above similar to the scope and detail of the 2016 master plan study.

Exclusions:

- Geotechnical evaluation
- Special inspections, construction testing
- Special foundation design coordination

Owner provided items:

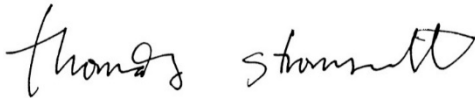
- Survey
- Existing Building Drawings
- List of proposed equipment, storage needs, and chemicals including MSDS sheets for review
- Telecom and Security designs (coordination with City staff/vendors for pathways included in Task 3.0)

FEE ESTIMATE	OERTEL ARCHITECTS	ENGINEERING (ALLOWANCE)	TOTAL
ALL PHASES	\$12,000	\$8,000	\$20,000

PROPOSED FEE:

Thank you again for the opportunity.

Sincerely,



Thomas Stromsodt, AIA, Vice-President

CONTACT

Oertel Architects
Thomas Stromsodt, AIA, Vice-President
1795 St. Clair Avenue | Saint Paul, MN 55105
p: (651) 696-5186 ext. 314
e: tstromsodt@oertelarch.com

Public Works Master plan 3

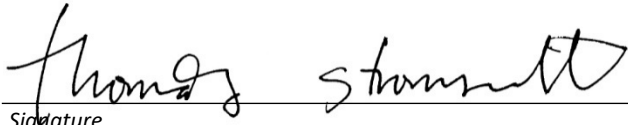
SIGNATURE PAGE

Signature

Name Printed

Title

Date



Thomas Stromsodt

Signature

Name Printed

Vice President, Oertel Architects

October 23, 2025

Title

Date



Date: 11/3/2025

Conditional Use Permit for 18275 Ixonia Avenue

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow detached accessory buildings to exceed 1,500 gross square feet in the RS-2, Single Family Residential District and adopt the findings of fact.

Overview

James Cecil of 18275 Ixonia Avenue has applied for a conditional use permit to allow an addition to an accessory building that would exceed 1,500 gross square feet of accessory storage space in the RS-2, Single Family Residential District. The applicant is proposing to add a 28' x 20' addition on the northeast side of the existing detached accessory structure. Including the proposed addition, the accessory building would total approximately 2,006 square feet in area. The property also has a 120 square foot shed, for a total of 2,126 gross square feet of accessory structure space. City Code Section 11-18-9.D. allows additional accessory building square footage with a conditional use permit.

The Planning Commission held a public hearing on the CUP application at its October 16, 2025 meeting and unanimously recommended approval. There was no public comment.

Supporting Information

1. Conditional Use Permit and Findings of Fact
2. Staff Report (1)_Redacted
3. Planning Commission Minutes

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

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 25-_____
JAMES CECIL – 18275 IXONIA AVENUE

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit to allow accessory buildings to exceed 1,500 gross square feet in the RS-2, Single Family Residential District.:
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 8, Block 2, Maplewood Estates.

3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. The accessory building shall be constructed in the location identified on the site plan approved with the conditional use permit, with the accessory building being no closer than 10 feet to the north property line.
 - b. Exterior building materials shall conform with the standards and criteria in section 11-17-9 of the Zoning Ordinance.
 - c. The detached accessory building shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
 - d. Sanitary sewer service shall not be provided to the detached accessory building, and the detached accessory building shall not be used as a dwelling.
 - e. The detached accessory buildings shall not be used for any commercial use or home occupation. Commercial storage or storage for third parties is not permitted.
 - f. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

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: November 3, 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 **3rd** day of **November 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

18275 IXONIA AVENUE CONDITIONAL USE PERMIT
JAMES CECIL

FINDINGS OF FACT AND DECISION

On October 16, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of James Cecil for a conditional use permit to allow accessory building area greater than 1,500 square feet in the RS-2, Single Family Residential District on property located at 18275 Ixonia Avenue. 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. Therefore, the City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Planning District No. 2 of the 2040 Comprehensive Land Use Plan, which guides the property for low density residential use.
2. The property is zoned RS-2, Single Family Residential District
3. The legal description of the property is Lot 8, Block 2, Maplewood Estates.
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 single-family home and existing and proposed detached accessory buildings are consistent with the 2040 Comprehensive Land Use Plan and District 2 recommendations of the Comprehensive Plan.

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

Finding: Provided compliance with the conditional use permit, the proposed building addition will be compatible with existing and future land uses in the area.

- c. The proposed use conforms with all performance standards contained in the Zoning Ordinance.

Finding: The proposed size of the detached accessory building will conform with all performance standards contained in the Zoning Ordinance and the City Code as allowed by this 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 subject property lies within the current MUSA and is served with city sanitary sewer and water systems. The proposed building addition will have no impact on the City's service capacity.

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

Finding: The proposed building addition will not overburden the streets serving the property.

5. The report dated October 8, 2025 and prepared by Heather Botten, Senior Planner is incorporated herein.

DECISION

The City Council approves the conditional use permit in the form attached hereto.

DATED: November 3, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Date: October 8, 2025
Subject: Packet Material for the October 16, 2025 Planning Commission Meeting
Agenda Item: James Cecil - Conditional Use Permit
Application Action Deadline: November 9, 2025

INTRODUCTION

James Cecil of 18275 Ixonia Avenue has applied for a conditional use permit to allow an addition to an accessory building to exceed 1,500 gross square feet of accessory storage space in the RS-2, Single Family Residential District. The applicant is proposing to add a 28 foot by 20 foot addition on the northeast side of the existing detached accessory structure. With the proposed addition, the accessory building would total approximately 2,006 square feet in area. The site also has a 120 square foot shed, for a total of 2,126 gross square feet of accessory structure space. City Code Section 11-18-9.D. allows additional accessory building square footage by conditional use permit.

The following exhibits are attached for your review:

- A. Location Map
- B. Zoning Map
- C. Narrative
- D. Site Plan
- E. Site Photo

PLANNING ANALYSIS

Existing Conditions. The subject property is a single-family lot that totals 1.75 acres in area. The existing house is 2,233 square feet in area and was constructed in 1968. The existing detached accessory building was constructed in two phases and located on the northwest corner of the property. The site is wooded with a pond encompassing the southeast portion of the property.

Adjacent Land Uses. The subject property is zoned RS-2, Single Family Residential District. The property is located in a developed neighborhood surrounded by RS-2 zoning.

Setbacks. The minimum setbacks for a detached accessory building in the RS-2 District are 10 feet to the side and rear property lines and 30 feet to the front property line. The proposed detached accessory building complies with required setbacks. The proposed accessory structure setbacks are as follows:

- Front (East): 200+ feet
- Side (North): 12 feet
- Side (South): 200+ feet
- Rear (West): 20 feet

Accessory Building Use. The applicant indicated that the purpose of the structure is to store personal items, with several of the items currently being stored outside. No sewer service is proposed nor shall be extended to the accessory building. The structure shall not be used for commercial or home occupation purposes.

Driveway Surfacing. The existing bituminous driveway will provide access to the garage addition, complying with code requirements.

Appearance. The proposed building addition will complement the existing structure. A maximum building height of 15 feet is allowed for detached accessory buildings in the RS-2 District.

CONDITIONAL USE PERMIT ANALYSIS

The Zoning Ordinance allows the accessory building area requirements to be exceeded by conditional use permit subject to the following criteria as listed in Section 11-18-5:

- A. **There is a demonstrated need and potential for continued use of the structure for the purpose stated.**

Properties in the RS-2 District are allowed combined accessory buildings totaling 1,500 square feet unless a conditional use permit is approved to exceed that amount. The property owner has indicated a need for the proposed size of building to store personal and recreational vehicles and equipment.

- B. No accessory building or private garage shall be utilized for all or a portion of a home occupation, for commercial activities or for commercial storage.**

The applicant has stated the garage addition is for personal use. No home occupation or storage of commercial vehicles or equipment is allowed in any accessory building on the property.

- C. The accessory building has an evident reuse or function related to a single-family residential environment in urban service areas or hobby farm environment in nonurban service areas of the city.**

The proposed accessory building space has the evident function of creating storage of personal and maintenance equipment for this property.

- D. Detached accessory buildings shall be maintained in a manner that is compatible with the adjacent residential uses and does not present a hazard to public health, safety, and general welfare.**

The proposed building addition will be constructed with similar colors as the existing structures on the property and is compatible with the adjacent residential uses.

- E. The performance standards and criteria of section 11-4-7 of this title shall be considered and a determination made that the proposed activity is in compliance with such criteria.**

The provisions of section 11-4-7 of the Zoning Ordinance (Conditional Use Permits) have been considered and satisfactorily met. Please refer to the attached findings of fact.

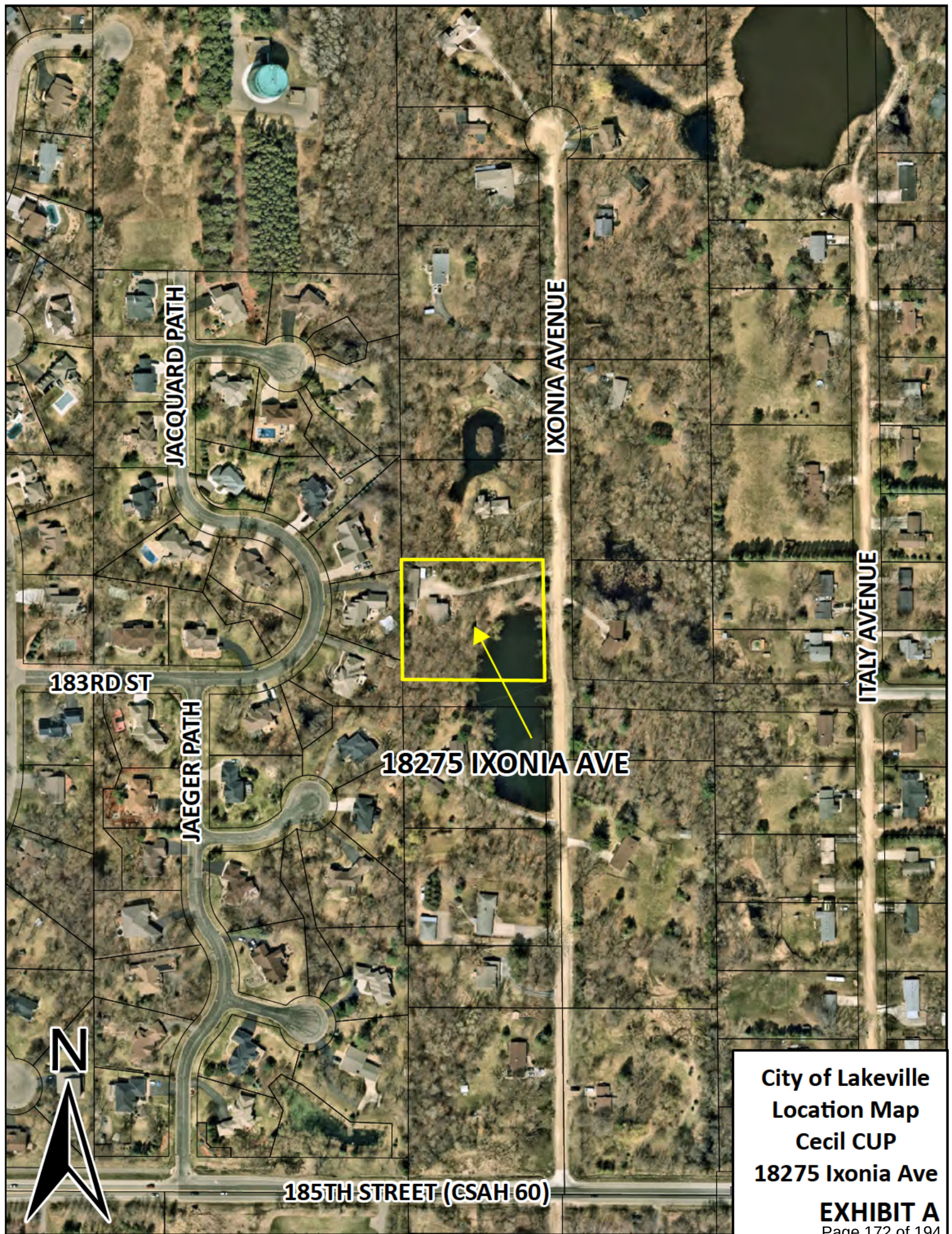
RECOMMENDATION

Community Development Department staff recommends approval of the conditional use permit to allow accessory structures greater than 1,500 gross square feet in the RS-2 District located at 18275 Ixonia Avenue, subject to the following stipulations:

1. The accessory building shall be constructed in the location identified on the site plan approved with the conditional use permit, with the accessory building being no closer than 10 feet to the north property line.
2. Exterior building materials shall conform with the standards and criteria in section 11-17-9 of the Zoning Ordinance.
3. The detached accessory building shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
4. Sanitary sewer service shall not be provided to the detached accessory building, and the detached accessory building shall not be used as a dwelling.

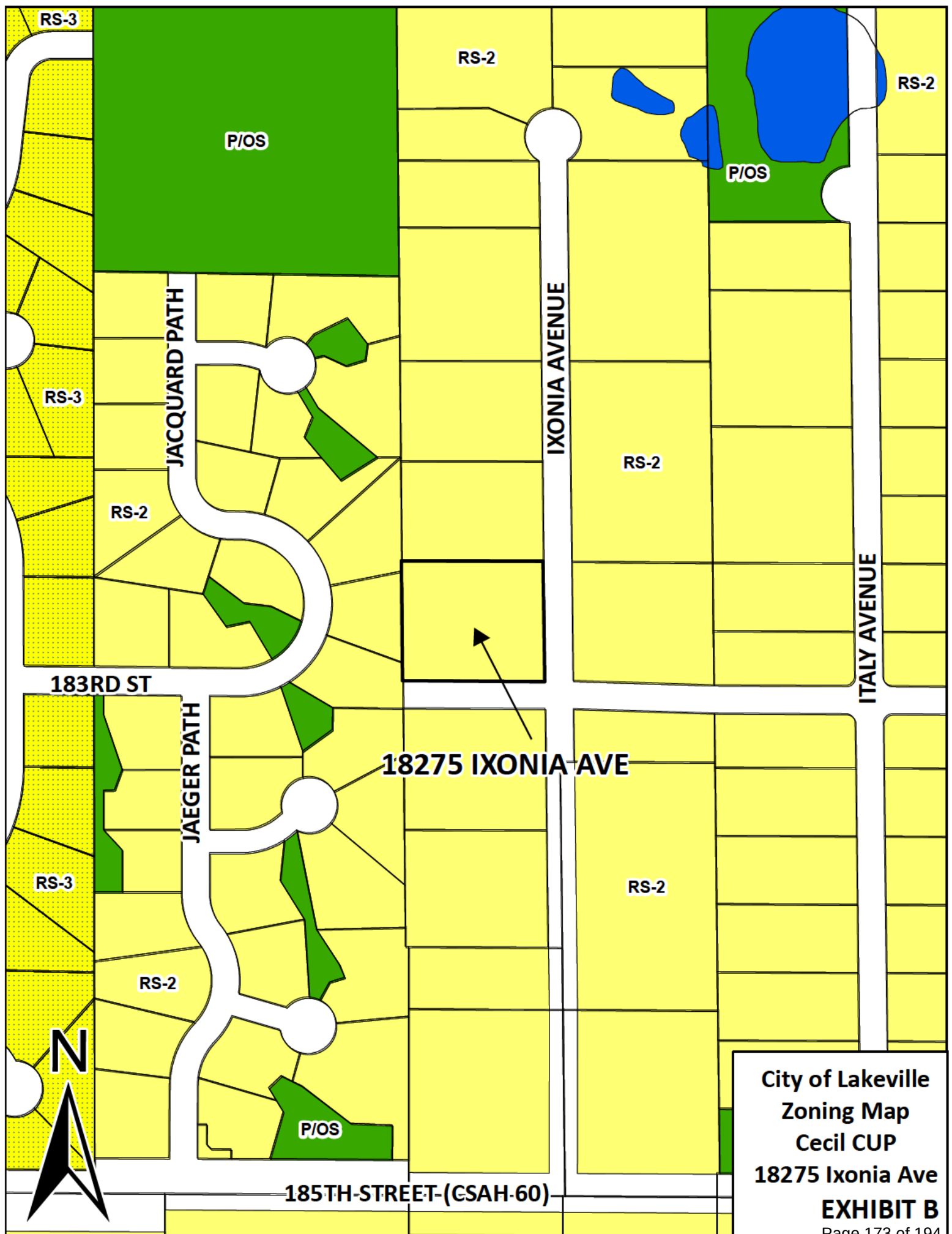
5. The detached accessory buildings shall not be used for any commercial use or home occupation. Commercial storage or storage for third parties is not permitted.
6. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

Findings of Fact are attached for consideration.



City of Lakeville
Location Map
Cecil CUP
18275 Ixonia Ave

EXHIBIT A
Page 172 of 194

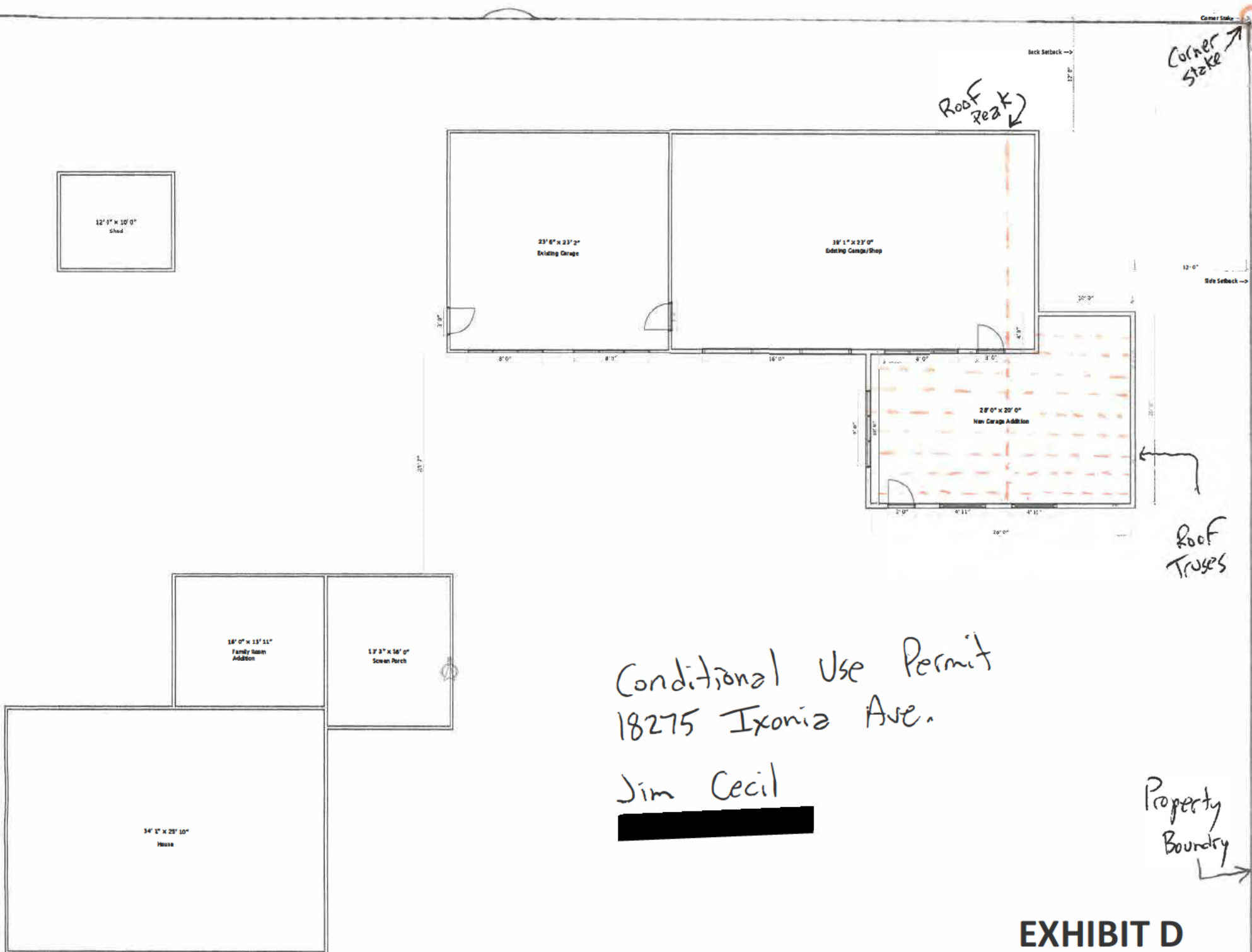


From: [REDACTED]
To: [Botten, Heather](#)
Cc: [Jenson, Kris](#)
Subject: RE: RE: RE: RE: 18275 Ixonia - CUP for garage
Date: Tuesday, September 30, 2025 8:10:00 AM

Heather, not sure if I sent this, but Kris had told me to send you an e-mail about the garage use for my CUP. The addition will only be used for personal use as a storage/work space. It will not be used as a living quarter or as a business. Please let me know if there is anything else needed from me.

Jim Cecil
18275 Ixonia Ave. - Lakeville

EXHIBIT C



Conditional Use Permit
18275 Ixonia Ave.

Jim Cecil
[Redacted]

Property
Boundary
→

EXHIBIT D



EXHIBIT E

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**18275 IXONIA AVENUE CONDITIONAL USE PERMIT
JAMES CECIL**

FINDINGS OF FACT AND RECOMMENDATION

On October 16, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of James Cecil for a conditional use permit to allow accessory building area greater than 1,500 square feet in the RS-2, Single Family Residential District on property located at 18275 Ixonia Avenue. 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.

FINDINGS OF FACT

1. The property is located in Planning District No. 2 of the 2040 Comprehensive Land Use Plan, which guides the property for low density residential use.
2. The property is zoned RS-2, Single Family Residential District
3. The legal description of the property is Lot 8, Block 2, Maplewood Estates.
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 single-family home and existing and proposed detached accessory buildings are consistent with the 2040 Comprehensive Land Use Plan and District 2 recommendations of the Comprehensive Plan.

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

Finding: Provided compliance with the conditional use permit, the proposed building addition will be compatible with existing and future land uses in the area.

- c. The proposed use conforms with all performance standards contained in the Zoning Ordinance.

Finding: The proposed size of the detached accessory building will conform with all performance standards contained in the Zoning Ordinance and the City Code as allowed by this 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 subject property lies within the current MUSA and is served with city sanitary sewer and water systems. The proposed building addition will have no impact on the City's service capacity.

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

Finding: The proposed building addition will not overburden the streets serving the property.

- 5. The planning report dated October 8, 2025 prepared by Heather Botten, Senior Planner, is incorporated herein.

RECOMMENDATION

The Planning Commission recommends that the City Council approve the conditional use permit conditioned upon compliance with the planning report prepared by Heather Botten, Senior Planner dated October 8, 2025

DATED: October 16, 2025

LAKEVILLE PLANNING COMMISSION

BY: _____
Christine Zimmer, Chair

**CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
October 16, 2025**

5a. James Cecil

Chair Zimmer opened the public hearing to consider the application of James Cecil for a conditional use permit to allow a detached accessory building with a gross accessory building area exceeding 1,500 square feet on a single-family lot in the RS-2, Single Family Residential District, located at 18275 Ixonia Avenue.

James Cecil introduced the project.

Ms. Botten presented the staff report. The applicant is proposing to add a 28 foot by 20 foot addition on the northeast side of the existing detached accessory structure. With the proposed addition, the accessory building would total approximately 2,006 square feet in area. The site also has a 120 square foot shed, for a total of 2,126 gross square feet of accessory structure space. City Code Section 11-18-9.D. allows additional accessory building square footage by conditional use permit.

The subject property is a single-family lot that totals 1.75 acres in area. The existing house is 2,233 square feet in area and was constructed in 1968. The existing detached accessory building was constructed in two phases and located on the northwest corner of the property. The site is wooded with a pond encompassing the southeast portion of the property. Chair Zimmer opened the hearing to the public for comment.

The applicant indicated that the purpose of the structure is to store personal items, with several of the items currently being stored outside. No sewer service is proposed nor shall be extended to the accessory building. The structure shall not be used for commercial or home occupation purposes.

Community Development Department staff recommends approval of the conditional use permit with the stipulations listed.

There was no public comment.

Motion was made by Einck, seconded by Kaluza to close the public hearing at 6:05 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioners Swenson and Einck expressed support for the project.

Motion was made by Kaluza, seconded by Swaney to recommend to City Council approval of the conditional use permit to allow accessory structures greater than 1,500 gross square feet in the RS-2 District located at 18275 Ixonia Avenue and approval of the findings of fact dated October 16, 2025, subject to the following stipulations:

1. The accessory building shall be constructed in the location identified on the site plan approved with the conditional use permit, with the accessory building being no closer than 10 feet to the north property line.

2. Exterior building materials shall conform with the standards and criteria in section 11-17-9 of the Zoning Ordinance.
3. The detached accessory building shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to public health, safety and general welfare.
4. Sanitary sewer service shall not be provided to the detached accessory building, and the detached accessory building shall not be used as a dwelling.
5. The detached accessory buildings shall not be used for any commercial use or home occupation. Commercial storage or storage for third parties is not permitted.
6. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

Ayes: Duckworth, Kaluza, Zimmer, Einck, Swaney, Swenson, Tinsley

Nays: 0



Date: 11/3/2025

Public Hearing - Imposing a Service Charge for Special Service District No.1 for Taxes Payable 2026

Proposed Action

Staff recommends adoption of the following motion: Conduct a public hearing for the proposed special service charge for Special Service District No.1. Following the public hearing, staff recommends adoption of the following motion: Move to approve the Resolution Imposing a Service Charge for Special Service District No.1 for Taxables Payable 2026.

Overview

On July 6, 1998, the City Council approved Ordinance 631 establishing a Special Service District No. 1. The Special Service District is subject to Minnesota Statutes 428A. The Special Service District Advisory Board has requested City Council consideration of levying a special service charge payable in 2026 and approval of the budget for the period of July 1, 2026 to June 30, 2027.

The allocation of the total service charge to the downtown properties is based on the net tax capacity of the commercial values of the properties in the district. The Special Service District Advisory Board is recommending that the service charge payable remain at zero for 2026.

The resolution states that a minimum charge of \$100 and a maximum charge of \$6,000 will be charged per property owner. Due to keeping the service charge at zero, the minimum charge is not applicable for year 2026.

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.

Supporting Information

1. Resolution-Downtown Special Service District - Adopting service charge - Pay 2026
2. Ordinance 631 - Creation of Special Service District

Financial Impact: \$0 **Budgeted:** No **Source:** Special Service Charge
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE

RESOLUTION NO. _____

**Resolution Imposing a Service Charge for Special Service District No. 1
for Taxes Payable 2026**

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

SECTION 1. Recitals: Findings

- 1.01. Pursuant to Ordinance No. 631, the City created a special service district for 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 (the “District”) are identified on Exhibit “A” attached hereto.
- 1.02. Notice of a public hearing has been given and a public hearing has been held.

SECTION 2. Imposition of Service Charge

- 2.01. Amount of Service Charge. There is hereby imposed a service charge in the amount and against the properties specified on Exhibit “A”, attached hereto (the “Service Charge”). For taxes payable in 2026, the Service Charge will be \$0.00.
- 2.02. Nature and character of Special Services – Budget. There is hereby approved a budget for Special Service District fiscal year beginning July 1, 2026 through June 30, 2027 as specified on Exhibit “B” a copy of which is attached hereto.
- 2.03. Calculation of Service Charge. The Service Charge shall be calculated as a percentage of the net tax capacity of the taxable property located in the Special Service District. If a service charge is imposed, the minimum charge levied against a property owner shall be \$100.00 and the maximum charge shall be \$6,000.00 per property owner. If the charge that would otherwise be imposed on a property owner is greater than the maximum allowable charge, the overage shall be redistributed against the other parcels in the District based upon net tax capacity. If the charge that would otherwise be imposed on a property owner is less than the \$100.00 minimum charge, the charge against other parcels in the District shall be reduced based on net tax capacity.
- 2.04. Distribution of Total Service Charge. The distribution of the total Service Charge among properties within the District and subject to the Service Charge may vary and shall be recalculated pursuant to the formula specified in Section 2.03 if and to the extent that (i) commercial/industrial property tax classification rates increase or decrease based on action by the Minnesota legislature; or (ii) the net tax capacity of a parcel increases or decreases based on changes in the assessed value of the parcel attributable to improvements or changes made to the property; or (iii) a parcel increases or decreases in size by acquisition or sale.
- 2.05. Effective Date. The effective date of the Service Charge will be January 1, 2026.

SECTION 3. Collection of Service Charges

- 3.01. Collection. The Service Charges shall 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 473F.08.
- 3.02. Penalty and Interest. Service Charges made payable in the same manner as provided for payment and collection of ad valorem taxes, if 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.
- 3.03. Due Date. The due date for the 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. Services 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 4. Revenue Surplus

To the extent that the total of Services 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 resolution; or (ii) the next ensuing year's levy of taxes and service charges shall be decreased by a corresponding amount.

SECTION 5. Recording

The City may record this Resolution against parcels located within the District and subject to the Service Charge for the purpose of providing notice of the Service Charge to prospective purchasers of such parcels.

ADOPTED by the Lakeville City Council this 3rd day of November 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

Exhibit A

Map of Proposed Special Service District No. 1

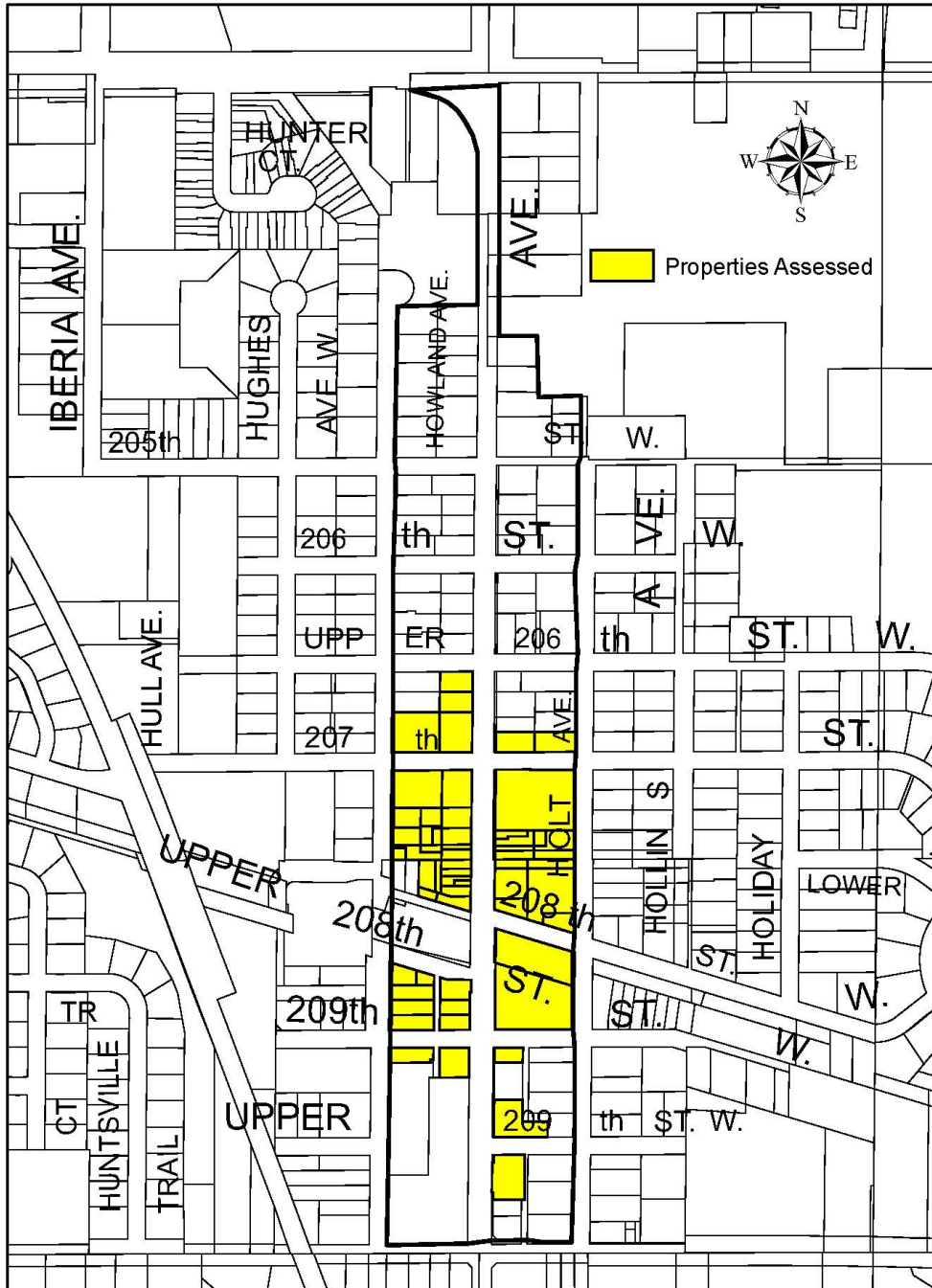


EXHIBIT B

	Actual	Actual	Budget	Estimate	Proposed
	Fiscal Yr Ended <u>6/30/24</u>	Fiscal Yr Ended <u>6/30/25</u>	Fiscal Yr Ended <u>6/30/26</u>	Fiscal Yr Ended <u>6/30/26</u>	Fiscal Yr Ended <u>6/30/27</u>
<u>Revenues - service charges</u>					
Current Levy collected	\$ -	\$ -	\$ -	\$ -	\$ -
Other revenues	757	952	500	250	50
Net service charges	757	952	500	250	50
<u>Expenditures</u>					
Lakeville Chamber dues	165	175	165	180	200
Website	211	-	300	-	300
Flower pots	2,700	-	3,300	3,300	3,300
Sponsorships: Pan-O-Prog	2,500	-	-	-	-
Brochures/mrktg/advertising	30	73	790	-	780
<u>Events:</u>					
Trick or Treat	-	-	-	-	-
Holiday on Main	1,304	-	1,500	1,500	1,500
Total expenditures	6,910	248	6,055	4,980	6,080
Net change	(6,153)	704	(5,555)	(4,730)	(6,030)
Balance - beginning	18,626	12,473	13,177	13,177	8,447
Balance - ending	<u>\$ 12,473</u>	<u>\$ 13,177</u>	<u>\$ 7,622</u>	<u>\$ 8,447</u>	<u>\$ 2,417</u>

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 ensuring 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 Zuer
Mayor

ATTEST:
Charlene Fudge
City Clerk

EXHIBIT A

Map of Proposed Special Service District No. 1

