



AGENDA CITY COUNCIL MEETING

December 1, 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, Passcode: Mm7jo9UN** 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. Swearing-In & Badging of Firefighters
 - b. Park and Recreation Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 11/17/2025 City Council Meeting
 - c. Joint Powers Agreement Regarding the Domestic Preparedness Committee
 - d. AIM Electronics, Incorporated Proposal for the Purchase of an Outdoor Video Display and Accessories for Grand Prairie Park Baseball Facility
 - e. Final Order for the Southwest Study Area Alternative Urban Areawide Review (AUAR)
 - f. Grant Agreement with Minnesota Department of Natural Resources for East Lake Habitat Improvements Phase 2
 - g. 2026 Community Waste Abatement Grant Agreement with Dakota County
 - h. Resolution Abating the Reassessment for Removal of a Hazardous Building
 - i. Teamsters Labor Agreement 2026-2027
 - j. 2026 Pay Plan Resolutions
 - k. Police LELS MOU for 2026 Wages

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- l. Preserve of Lakeville Fourth Addition Contract Amendment
 - m. Easement Acquisition Agreement for 185th Street Improvements
 - n. Accepting Donation of Real Property
7. Action Items
- a. Kyla Crossing Second Addition Preliminary Plat, Comprehensive Plan and Zoning Map Amendments
 - b. Public Hearing on Ordering Improvements and Preparation of the Plans for the 2026 214th Street Reconstruction Project
 - c. Public Hearing on the Adoption of a Fee Schedule by Ordinance
 - d. Public Budget Meeting (Truth In Taxation) for 2026 Property Tax Levy and Budget
8. Unfinished Business
9. New Business
10. Announcements
- a. Next Work Session December 8, 2025
 - b. Next City Council Meeting December 15, 2025
11. Adjourn to a closed session
- a. Motion to close the meeting to conduct a performance evaluation of City Administrator Justin Miller pursuant to MN Statute 13 D.05 subd. 3(a)



Date: 12/1/2025

Check Register Summary

Proposed Action

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

Overview

Checks	327865- 328024	\$741,037.43
ACH/EFT	23320- 23484	\$4,006,769.82
Total		\$4,747,807.25

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. 11.18.25 CKSUM-ACH-EFT
2. 11.18.25 CKSUM-Checks
3. Check Register 11.18.25 for December 1, 2025 Council Mtg - ACH-EFT
4. Check Register 11.18.25 for December 1, 2025 Council Mtg - Checks

Financial Impact: \$4,747,807.25 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
0999 CITY OF LAKEVILLE CASH CO	1.00
1000 GENERAL FUND	568,367.34
2000 COMMUNICATIONS FUND	177.88
4000 BUILDING FUND	54,434.62
4125 TECHNOLOGY FUND	895.34
4200 PARK DEDICATION FUND	98,437.97
4401 TRAIL IMPROVEMENT FUND	1,219.00
4500 PARK IMPROVEMENT FUND	648.53
4710 2023A PARK BONDS	1,196.50
4720 2024A PARK BONDS	3,782.00
5200 STATE AID CONSTRUCTION FUND	63,764.80
5300 PAVEMENT MANAGEMENT FUND	108,527.85
5500 WATER TRUNK FUND	48,791.50
6597 2025 STREET PROJECTS	1,233,831.21
6611 2026 STREET PROJECTS	103,734.75
7450 ENVIRONMENTAL RESOURCES FUND	13,137.37
7575 STREET LIGHTING FUND	2,723.33
7600 WATER FUND	25,826.37
7700 SEWER FUND	27,971.60
7800 LIQUOR FUND	755,943.05
8000 ESCROW FUND	2,807.20
9800 PAYROLL CLEARING FUND	890,550.61
Report Total:	4,006,769.82

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	129,530.10
3125 2025A FIRST CENTER	2,909.00
4000 BUILDING FUND	2,485.00
4125 TECHNOLOGY FUND	570.00
4161 ARENAS CAPITAL IMPROVEMENTS	2,055.94
4200 PARK DEDICATION FUND	12,548.70
4500 PARK IMPROVEMENT FUND	2,211.50
4720 2024A PARK BONDS	104,465.00
5200 STATE AID CONSTRUCTION FUND	1,346.60
5300 PAVEMENT MANAGEMENT FUND	583.15
5400 STORMWATER INFRASTRUCTURE FND	360.72
6597 2025 STREET PROJECTS	4,032.00
6611 2026 STREET PROJECTS	101.00
7450 ENVIRONMENTAL RESOURCES FUND	1,815.97
7575 STREET LIGHTING FUND	74,014.72
7600 WATER FUND	61,839.89
7700 SEWER FUND	3,410.22
7800 LIQUOR FUND	271,081.29
7900 MUNICIPAL RESERVES FUND	22,476.63
8000 ESCROW FUND	43,200.00
Report Total:	741,037.43



MINUTES CITY COUNCIL MEETING

**November 17, 2025 - 6:00 PM
City Hall Council Chambers**

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

Mayor Hellier called the meeting to order at 6:00 p.m.

2. Roll Call

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

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

3. Citizen Comments

The following members addressed the City Council about the Conditional Use Permit for the Muslim American Society of Minnesota:

- Bob Erickson, 19081 Inndale Drive
- A nine-year-old, from 7682 207th Street West
- Audrey Aronson Johnson, 8500 210th Street West
- A seven-year-old, from 16097 Kennard Court
- Emily Taylor, 15946 Kendale Circle
- Matt Little, former Mayor of Lakeville
- Hassan Jama, 20520 Hollins Avenue West

4. Additional agenda information

None

5. Presentations/Introductions

a. Business Spotlight Video - Sweet Harvest Foods

Community Development Director Tina Goodroad presented a spotlight Video on Sweet Harvest Foods and their Lakeville operations.

b. Fire Department Quarterly Report

Chief Meyer presented the quarterly report.

6. Consent Agenda

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

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

- a. Check Register Summary
- b. Minutes of the 11/03/2025 City Council Meeting
- c. Minutes of the 10/27/2025 City Council Work Session
- d. Accepting a Donation from the Lakeville Public Safety Foundation
- e. Second Amendment to Lakeville Arenas Use Agreement/Heritage Figure Skating Club
- f. Paid Family Medical Leave Policy
- g. Water Meter Purchase from Ferguson Waterworks
- h. First Amendment to the Kenwood Hills 3rd Addition Development Contract and Planned Unit Development Agreement
- i. Contract for Water Treatment Plant Filter Media Replacement
- j. Ordinance Amending Title 8 Chapter 4 of the Lakeville City Code regarding Fire Protection System Electronic Report Requirements
- k. Conditional Use Permit for 16415 Klamath Trail
- l. Fiber IRU between Lakeville and Dakota County
- m. Muslim American Society of Minnesota Conditional Use Permit
- n. Contract for Rehabilitation of Well No. 6.
- o. Approval of Outdoor Amplified Music for Lakeville Hockey Association Fundraiser at Hasse Ice Arena
- p. Marketplace At Cedar Amended Final Plat and Agreements

7. Action Items

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

Finance Director Julie Stahl presented information regarding the proposed reassessment of previously canceled special assessments for demolition costs associated with the property located at 6649 167th Street West. The original assessments were levied in 2017 under Minnesota Statutes §§463.21, 463.22, and 429.061 following the City's enforcement action to remove hazardous structures. The property was later forfeited to the State, and the outstanding assessments were canceled as required by law. Dakota County has since notified the City that the property was sold and that the canceled assessments are eligible for reassessment under Minn. Stat. §429.071, Subd. 4.

A public hearing was required to consider reassessing the remaining unpaid demolition-related costs.

Mayor Hellier opened the public hearing at 6:44 p.m.

Von and Pat Chan, property owners, spoke in objection to the reassessment. They stated that no assessment appeared on the tax statement at the time of purchase, and no indication of any outstanding obligation was disclosed during the sale. They requested

that the city not apply the assessment retroactively.

Council Member Lee asked whether notice of any lien existed at the time of sale. Staff noted that the property fell into the category of estimated market value, and the County had indicated there could have been information regarding forfeiture tied to the parcel. It was also noted that buyers are responsible for due diligence in determining whether any liens or obligations may apply.

Motion by Volk, seconded by Wolter, to close the public hearing at 6:49 p.m.
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Following discussion, a motion was made by Wolter, seconded by Bermel, to approve the Resolution to Reassess Canceled Special Assessments for Removal of a Hazardous Building.

Roll call was taken on the motion.

Ayes - Bermel, Wolter

Nays: Lee, Volk, Hellier

The motion failed.

Council Member Volk then moved to approve the Resolution to Reassess Canceled Special Assessments for Removal of a Hazardous Building for the reduced amount of \$37,369.95; however, the motion failed for lack of a second.

No further action was taken, and the reassessment was denied.

8. Unfinished Business

None

9. New Business

None

10. Announcements

a. Next Work Session Meeting November 24, 2025

b. Next City Council Meeting December 1, 2025

11. Adjourn

Motion was made by Bermel, seconded by Lee, to adjourn at 7:14 p.m.

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 12/1/2025

Joint Powers Agreement Regarding the Domestic Preparedness Committee

Proposed Action

Staff recommends adoption of the following motion: Move to Approve the Joint Powers Agreement regarding the Domestic Preparedness Committee

Overview

The passage of this motion will result in the City of Lakeville to continue to be a member of the Dakota County Domestic Preparedness Committee. The proposed agreement has been reviewed by the City Attorney.

Purpose of Agreement:

- The purpose of this committee is to plan for and respond to the need of first responders for special response operations caused by the occurrence of large-scale disasters or emergencies within Dakota County and to other jurisdictions external to Dakota County by providing assistance as requested pursuant to Minnesota Statutes Chapter 12.
- The joint exercise of the Parties' powers pursuant to this Agreement is intended to supplement and complement but not supplant the Parties' joint and individual powers to plan for and respond to the occurrence of other emergency or unforeseen events occurring within Dakota County, as provided in the Parties' respective emergency operations plans and similar plans.

The other parties within this Committee are as follows:

City of Apple Valley
City of Burnsville
City of Eagan
City of Farmington
City of Hastings
City of Inver Grove Heights
City of Lakeville
City of Mendota Heights
City of Rosemount
City of South St. Paul
City of West St. Paul
County of Dakota

Supporting Information

1. DPC 2025 Joint Powers Agreement (11-6 Final Draft) with esig blocks

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

DOMESTIC PREPAREDNESS COMMITTEE

2025 JOINT POWERS AGREEMENT

The parties to this Joint Powers Agreement (“Agreement”) are units of government responsible for response to large-scale disasters or emergencies in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes § 471.59. This Agreement amends and supersedes the FIRST AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE DAKOTA COUNTY DOMESTIC PREPAREDNESS COMMITTEE, 2016 JOINT POWERS AGREEMENT, and shall become effective only upon the approval and execution hereof by duly authorized officers of all parties.

NOW, THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. Name. The Parties hereby establish the Dakota County Domestic Preparedness Committee. (“Committee”).
2. Parties. The Parties to this Agreement shall consist of the following entities:
 - City of Apple Valley
 - City of Burnsville
 - City of Eagan
 - City of Farmington
 - City of Hastings
 - City of Inver Grove Heights
 - City of Lakeville
 - City of Mendota Heights
 - City of Rosemount
 - City of South St. Paul
 - City of West St. Paul
 - County of Dakota
3. Purpose. The purpose of this Agreement is to provide for the joint exercise, of the Parties' powers to plan for and to respond to the need of first responders for special response operations caused by the occurrence of Large-Scale Disasters or Emergencies, as defined in paragraph 10.2, both within Dakota County and to other jurisdictions external to Dakota County by providing assistance as requested pursuant to Minnesota Statutes Chapter 12. The joint exercise of the Parties' powers pursuant to this Agreement is intended to supplement and complement but not supplant the Parties' joint and individual powers to plan for and respond to the occurrence of other emergency or unforeseen events occurring within Dakota County, as provided in the Parties' respective emergency operations plans and similar plans.

4. Governance.

4.1 Governing Board. The governing board formed pursuant to this Agreement shall be known as the Dakota County Domestic Preparedness Committee Board (“Board”). The Board shall be constituted as follows:

4.1.1 Voting Board Members.

One member and one alternate member appointed by each entity that is a Party to this Agreement listed in paragraph 2. Voting will be allocated as provided in paragraph 5.7.

4.1.2 Non-Voting Board Members.

All additional members, and other entities under contract shall be non-voting members of the Board and shall not be counted for quorum purposes.

- Representative of Dakota County Emergency Management.
- Representative of Dakota County City Managers / Administrators.
- Representative of Dakota County Emergency Medical Services Council.
- Representative of the Dakota County Special Operations Team.
- Representative of Dakota County Public Health.
- Representative of the Dakota County Attorney.
- Representative of Public Works Directors / Superintendents within Dakota County.
- Representative of Dakota 911.
- Representative of each entity that has entered into a contract pursuant to paragraph 8.2.1.

4.2 Documentation. Resolutions or other documentation of appointments shall be filed with Dakota County Emergency Management Division.

4.3 Members not Employees. Members of the Board or Committee shall not be deemed to be employees of the Committee and will not be compensated by the Committee for serving on the Committee.

4.4 Terms; Vacancies. Members shall serve at the pleasure of the appointing Party and may be removed only by the appointing Party. Vacancies may be filled only by the appointing Party. Incumbent members serve until a successor has been appointed.

5 Meetings and Elected Officers.

- 5.1 In January of each year, the Board shall elect from its members a chair, vice-chair, and secretary to conduct its meetings and affairs. Officers shall serve for a term of one (1) year or until the officer ceases to be a board member, whichever is shorter. In the event of a vacancy mid-term, an appointment to fill the vacancy will be made during the next regular meeting of the Board.
- 5.2 Chair. The Chair shall preside over all meetings of the Board and shall perform other duties and functions as determined by the Board.
- 5.3 Vice Chair. The Vice-Chair shall preside over and act for the Board during the absence of the Chair.
- 5.4 Secretary. The Secretary shall assist the Chair in overseeing the keeping of the record of all proceedings of the Committee's actions.
- 5.5 Treasurer. A representative of Dakota County Emergency Management shall serve as Treasurer for the Committee. The Treasurer shall assist the Chair in overseeing the Committee's budget and finances.
- 5.6 Meetings. The Board shall schedule regular meetings at such times and places as the Board shall determine. No action may be taken unless a quorum is present. The presence of a majority of the Voting Members of the Board shall constitute a quorum. All meetings are subject to the Minnesota Open Meeting Law, Board Officers will be responsible for determining where all meeting notices and information will be posted.
- 5.6.1 Special meetings may be held on reasonable notice by the Chair or Vice Chair. The presence of a majority of the voting members of the Board shall constitute a quorum. No action may be taken unless a quorum is present.
- 5.7 Voting. Each Voting Board Member shall be entitled to one (1) vote per Party. Proxy votes are not permitted. The Board shall function by a majority vote of the Board members present.

6 Duties of the Committee.

- 6.1 Program. The Board shall formulate a program to carry out the Committee's purpose. The Committee shall carry out and implement its programs to the extent possible. The program shall include the following:
- 6.1.1 Promote the development and awareness of response plans and enhance the planning capabilities at all levels of government within Dakota County to prevent, respond to, and recover from Chemical, Biological, Radiological, Nuclear and Explosives ("CBRNE") threats, acts of terror, or natural and manmade disasters.
- 6.1.2 Establish a process to efficiently use funding to address identified priorities

with countywide benefits and meet all grant reporting requirements.

- 6.1.3 Promote the hardening and development of response preplans for critical public and private sector infrastructure within Dakota County based on risk and capability gaps.
- 6.1.4 Develop and enhance countywide capabilities to respond to the consequences of CBRNE threats, acts of terror, or natural and manmade disasters through training and equipment acquisition.
- 6.1.5 Demonstrate the countywide capacity and ability to respond to CBRNE events, acts of terror, or natural and manmade disasters through drills, tabletop and functional exercises.
- 6.1.6 Promote interoperability of emergency voice and data communications throughout Dakota County by incorporating interoperability into plans and exercises.
- 6.1.7 Promote the public's understanding of emergency warning and notification capabilities within Dakota County.
- 6.1.8 Promote the development of plans and exercises to ensure the continuity of county and local governments.
- 6.1.9 Promote the capability of Dakota County's and the cities' Emergency Operations Centers ("EOCs") to manage, communicate, and coordinate in the event of CBRNE events, acts of terror, or natural and manmade disasters.
- 6.1.10 Identify and develop agreements to render mutual aid with political subdivisions outside of Dakota County pursuant to Minnesota Statute §12.27.
- 6.1.11 Develop a process for requesting and to provide for rendering local assistance to other political subdivisions outside of Dakota County upon request pursuant to Minnesota Statutes §12.29, 12.33, 12.331, 12.37, and any other applicable laws enabling an emergency aid response.

6.2 Special Operations Team.

- 6.2.1 Establishment. The Committee shall establish a Special Operations Team ("SOT") with the capability of providing specialized response operations for which specific training and equipment are required, and which are not currently available to all the Parties. The Committee will ensure that the SOT is established, that its members are trained to applicable federal and state standards, and that the necessary and appropriate equipment is purchased and made available for use by the SOT.
- 6.2.2 Procedures. The Committee will ensure that procedures are established so that the SOT is able to respond to Large-Scale Disasters or Emergencies

occurring anywhere within the jurisdictions of the Parties to this Agreement. Procedures of the SOT are subject to the review and approval of the Board.

6.2.3 Members. The Parties agree to assign employees and make equipment available to the SOT. Members of the SOT will remain employees of their employing agency and will not be deemed employees of the Committee, the Board, or the SOT.

6.2.4 Team Manager. The Board shall appoint a Team Manager who will be responsible for ensuring that the Committee accomplishes the duties described in paragraph 6.2. The Team Manager is authorized to make budgeted expenditures in accordance with the Dakota County Procurement Policy. The Team Manager shall be an employee of a Party.

6.3 Subcommittees. The Board may create subcommittees to carry out the duties of the Committee as needed to support the Committee. The actions of all subcommittees are subject to approval by the Board.

7 Reservation of Authority. All responsibilities not specifically set out to be jointly exercised by the Committee under this Agreement are hereby reserved to the Parties and each of them.

8 Powers of the Committee.

8.1 General Powers. The Committee is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in paragraph 8.2.

8.2 Specific Powers.

8.2.1 The Committee may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law with units of local government in Dakota County that are not Parties to this Agreement, to provide such entities with the opportunity to assign members to the SOT. The Committee may approve any contract relating to this Agreement up to the amount approved in the annual budget and may authorize the Chair to execute those contracts. No payment on any contract invoice shall be authorized unless approved by at least two (2) of the three (3) officers elected pursuant to paragraph 5.1. The Treasurer shall report to the Board any such payments at its next meeting.

8.2.2 The Committee may disburse funds in a manner that is consistent with this Agreement and with the method provided by law for the disbursement of funds by Dakota County.

8.2.3 The Committee may apply for and accept gifts, grants, or loans of money or other property or assistance from the United States government, the State of

Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.

8.2.4 The Committee shall maintain liability coverage for the actions of the Committee with the League of Minnesota Cities Insurance Trust ("LMCIT") with a limit of coverage equal to or greater than the liability limits under Minnesota Statutes Chapter 466, under standard LMCIT liability coverage forms. The Committee shall also obtain tail coverage following termination of the Agreement to cover the statute of limitations during which a claim could be made against the Committee. Such insurance shall name each Party as a covered party. The Committee may in its discretion procure coverage for automobile liability and damage to or loss of property.

8.2.5 All powers granted herein shall be exercised by the Committee in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of Dakota County shall apply to the Committee.

9 Budgeting and Funding.

9.1 Budget Adoption. By April 30th of each year, the Board shall adopt an annual work plan and operating and capital budgets for the following calendar year including a statement of the sources of funding.

9.2 Budget and Accounting Services. Dakota County agrees to provide all budgeting and accounting services necessary or convenient for the Committee. Such services shall include but not be limited to management of all funds, payment for contracted services and other purchases, and relevant bookkeeping and recordkeeping. Dakota County contracting and purchasing requirements shall apply to transactions of the Committee.

9.3 Expenses. The Parties understand and acknowledge that the activities and duties of the Committee are to be funded first by grant monies from the federal government, state government, or other associations and agencies. Nevertheless, the Parties agree to contribute to funding, if necessary, for the expenses of the Committee, to the extent not covered by grant funds. Each Party agrees annually to appropriate funds for the expenses of the Committee not covered by grant funds, on a population basis, subject to each city council's or the county board's adoption of a resolution authorizing any such appropriation. For purposes of this paragraph, each Party's population would be calculated to include the city(s) and/or township(s) they provide police protection for. Population basis means the most current decennial federal census or the most recent Metropolitan Council population estimate, whichever is the most recent.

9.4 Federal and State Grant Funds Available to Counties. The Parties understand and acknowledge that federal and state grant funds have been and may continue to be

made available for improving and enhancing local government units' capabilities in responding to the occurrence of Large-Scale Disasters or Emergencies. The Parties further understand and acknowledge that some such federal and state grant funds may be made available directly to counties with the intention that the funds be expended for the benefit also of cities within the county. Dakota County specifically agrees that federal and state grant funds for such purposes which the Dakota County Board of Commissioners, pursuant to Committee recommendation and proposed budget, applies for and receives will be applied for and received on behalf of the cities who are Parties to this Agreement and will be appropriated to the Committee for expenditure in accordance with the terms of the applicable grant agreement and budget approved by the County Board. The Committee will expend any such funds only in accordance with the terms of any applicable grant agreement, approved budget, laws, and rules. This paragraph does not prohibit Dakota County from unilaterally applying for, receiving, and expending grant funds made available for the purposes identified in this paragraph.

- 9.5 Accountability. All funds shall be accounted for according to Generally Accepted Accounting Principles (“GAAP”). A report on all receipts and disbursements shall be forwarded to the Parties in advance of each Committee meeting and on an annual basis.

10 Special Operations Team Activation and Use.

- 10.1 Purpose. The purpose of this section is to provide for the deployment of the SOT established pursuant to paragraph 6.2, so that the SOT may be utilized by any Party to this Agreement in the event of a Large-Scale Disaster or Emergency within their jurisdiction. It is not the purpose of this section to provide for or address in any way requests by one Party of another Party for other services, or to supplant other mutual aid agreements to which any of the Parties may be signatory.

10.2 Definitions.

SOT Manager - the person designated by the Board who is responsible for exercising tactical control of personnel and equipment provided by the SOT.

Large-Scale Disaster or Emergency - an unforeseen exigent circumstance requiring specialized response operations.

Requesting Party - a Party to this Agreement who has requested that the SOT provide specialized response operations.

Special Operations Team (SOT) - a group of personnel assigned by the Parties who will be trained and organized to provide special response operations to any Party who requests them, and which may include personnel of other entities that have entered into an agreement with the Committee pursuant to paragraph 8.2.1.

Specialized Response Operations - specialized rescue services for problem-specific emergencies, including, but not limited to structural collapse, technical rope rescue, hazardous materials, wildland rescue, confined space rescue, trench

rescue, water rescue, vehicle/machinery disentanglement, and the like, including training events for such services.

- 10.3 Requests for Assistance by a Party to the Committee. Whenever a Party, in its sole discretion, determines that the conditions within its jurisdiction cannot be adequately addressed by that jurisdiction because of a Large-Scale Disaster or Emergency, the Party may request orally or in writing that the SOT provide specialized response operations to the Party.
- 10.3.1 Emergency Management Assistance Compact (“EMAC”). The SOT Manager may submit a Mission Ready Package (“MRP”) in response to an EMAC request after consultation and approval from the Chair or Vice-Chair.
- 10.4 Requests for Assistance through Mutual Aid Agreement. For any Mutual Aid Agreement that the Committee is party to, requests for aid from the Committee shall be made by following the terms for activation as outlined and identified in the specific Joint Powers Agreement.
- 10.5 Requests for Assistance by Political Subdivisions Outside of Dakota County. Any political subdivision from outside of Dakota County in order to request assistance from the Committee, shall follow the Committee procedure developed for rendering local assistance to other political subdivisions outside of Dakota County, consistent with the requirements of Minnesota Statutes §12.29, 12.33, 12.331, 12.37, and any other applicable laws regarding requesting emergency aid response from a political subdivision.
- 10.6 Response to Request for Assistance from a Party to the Committee. Upon a request for assistance of the Committee, the SOT Manager, or designee, may authorize, direct, and permit the SOT to assist the requesting Party following the SOT activation process. Whether the SOT shall provide such assistance, and the extent of such assistance, shall be determined by the SOT Manager, or designee. Failure to provide assistance in response to a request made pursuant to this Agreement will not result in any liability to the SOT or to any other Party. The SOT Manager, or designee, shall notify the Chair or Vice-Chair any time consent to assist a governmental unit, is granted.
- 10.7 Recall of Assistance. The SOT Manager, or designee, may at any time and in its sole judgment terminate and recall the SOT or any part thereof. The decision to recall the SOT provided pursuant to this Agreement will not result in liability to the SOT.
- 10.8 Direction and Control. Personnel and equipment of the SOT shall remain under the direction and control of the SOT Manager.
- 10.9 Exercise of Police Power. Any member of the SOT who is a licensed peace officer and who is assisting pursuant to this Agreement has the full and complete authority of a peace officer as though appointed by the requesting Party and licensed by the State of Minnesota provided the officer meets the requirements set forth at

Minnesota Statutes § 471.59, subds. 12(1) and (2).

10.10 Compensation.

10.10.1 Parties to this Agreement. When the SOT provides services to a requesting Party, the personnel of the SOT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their appointing Party. Except as provided in paragraph 10.10.2., no charges will be levied by the Committee for specialized response operations provided to a requesting Party pursuant to this Agreement unless that assistance continues for a period exceeding twenty-four (24) consecutive hours. If assistance provided pursuant to this Agreement continues for more than twenty-four (24) consecutive hours, the Committee shall submit to the requesting Party an itemized bill for the actual cost of any assistance provided, including salaries, overtime, materials, and supplies incurred following the initial 24-hour period. The requesting Party shall reimburse the Committee for the billed amount. When received by the Committee those funds will be paid out to each appropriate entity in the amounts documented in the itemized bill.

10.10.2 Private Third Parties. In the event that the SOT is activated and deployed at the request of a Party to this Agreement, to provide specialized response operations at a Large-Scale Disaster or Emergency for which a private third party may bear financial responsibility, the Committee shall submit to the requesting Party without delay an itemized bill for the actual cost of assistance provided, including salaries, overtime, materials, and supplies. The requesting Party shall reimburse the Committee its proportionate share of funds received from any private third party, if any, for the full cost of the assistance.

10.11 Workers' Compensation. Each Party to this Agreement shall be responsible for injuries to or death of its employees. Each Party shall maintain workers' compensation coverage or self-insurance coverage, covering its personnel while they are assisting a member of the SOT. Each Party to this Agreement waives the right to sue any other Party for any workers' compensation benefits paid to its employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or agents.

10.12 Damage to Equipment. Each Party shall be responsible for damage to or loss of its equipment occurring during deployment of the SOT. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or agents.

11 Liability.

The Committee is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

With the exception of workers' compensation liability, which is addressed in paragraph 10.11 of this Agreement, the Committee shall defend and indemnify the Parties, and their officers, employees, volunteers, and agents, from and against all claims, damages, losses, and expenses, including reasonable attorney fees, arising from Committee activities or operations, including deployments of the SOT, and decisions of the Committee.

To the fullest extent permitted by law, actions by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and the Parties intend that they shall be deemed a "single governmental unit" for the purposes of liability, as outlined in Minnesota Statutes § 471.59, subd. 1a (a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of any other Party. The Parties to this Agreement shall not be liable for the acts or omissions of another Party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Parties.

Nothing in this Agreement shall constitute a waiver of the statutory liability limits outlined in Minnesota Statutes Chapter 466, or a waiver of any available immunities or defenses. Under no circumstances shall the Committee or a Party be required to pay on behalf of itself and any other Parties any amounts over the limits of liability established in Minnesota Statutes Chapter 466 applicable to any third-party claim. The statutory limits of liability for some or all of the Parties may not be added together or stacked to increase the maximum amount of liability for any third-party claim.

Any excess or uninsured liability shall be borne equally by all the Parties, but this does not include the liability of any individual officer, employee, or agent that arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

- 12 Term. The term of this Agreement shall be effective only when all the parties have signed this Agreement. The Chair of the Board shall notify the Parties in writing of the effective date of this Agreement. This Agreement shall continue in effect until terminated in accordance with paragraph 13.2 or December 31st, 2030, whichever first occurs.

13 Withdrawal and Termination.

13.1 Withdrawal. Any Party may withdraw from this Agreement upon 12 months' advanced written notice to the other Parties. Withdrawal by any Party shall not terminate this Agreement with respect to any Parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any Party prior to withdrawal. Such liability shall continue until discharged by law or agreement.

13.2 Termination. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of Parties agrees to terminate the Agreement upon a date certain.

- 13.3 Effect of Termination. Termination shall not discharge any liability incurred by the Committee or by the Parties during the term of this Agreement. Upon termination property or surplus money held by the Committee shall then be distributed to the Parties in proportion to the contributions of the Parties.

14 Miscellaneous.

- 14.1 Amendments. This Agreement may be amended only in writing and upon the consent of the governing bodies of all of the Parties.
- 14.2 Records, Accounts and Reports. The books and records of the Committee shall be subject to the provisions of Minnesota Statutes Chapter 13 and Minnesota Statutes § 16C.05, subd. 5. All books and records shall be retained by Dakota County pursuant to a data retention policy adopted by the Committee.
- 14.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with Dakota County Emergency Management.
- 14.4 Non-Discrimination. During the performance of this Agreement, the Parties shall not discriminate against any individual necessary to perform the services under this Agreement because of race, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.
- 14.5 Severability. Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection, and all remaining portions, sections or subsections shall remain in full force and effect.
- 14.6 Assignment. The Parties may neither assign nor transfer any rights or obligations under this Agreement without the written agreement of all Parties.
- 14.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
- 14.8 Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.
- 14.9 Venue. The venue for all legal proceedings out of this Agreement must be in the appropriate court with competent jurisdiction in Dakota County, Minnesota.
- 14.10 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS **WHEREOF**, the Parties have executed this Agreement on the dates indicated below.

Approved by the City Council

Date _____

CITY OF APPLE VALLEY

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF BURNSVILLE

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF EAGAN

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF FARMINGTON

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council
Date _____

CITY OF HASTINGS

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF INVER GROVE HEIGHTS

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF LAKEVILLE

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF MENDOTA HEIGHTS

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF ROSEMOUNT

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF SOUTH ST. PAUL

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF WEST ST. PAUL

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by Dakota County Board
Resolution No. _____

COUNTY OF DAKOTA

By _____

Date of Signature _____

Attest _____

Date of Signature _____



Date: 12/1/2025

AIM Electronics, Incorporated Proposal for the Purchase of an Outdoor Video Display and Accessories for Grand Prairie Park Baseball Facility

Proposed Action

Staff recommends adoption of the following motion: Move to approve AIM Electronics, Inc. Proposal for the Purchase of an Outdoor Video Display and Accessories for Grand Prairie Park Baseball Facility.

Overview

As part of the construction of Grand Prairie Park, a baseball facility with grandstand seating is being constructed. Lakeville Baseball Association (LBA) initially committed \$1 million towards facility enhancements, including the grandstand, restrooms, press box, block dugouts, double batting cage, PA system, and single-point entry to the stadium. The Mayor and City Council accepted this donation at their August 7, 2023, meeting.

In addition to these upgrades, LBA has requested the installation of an enhanced scoreboard that includes a video screen. LBA agreed to increase the initial amount of their donation to the baseball facility by \$340,000 to cover the cost of the scoreboard and the addition of a batter's eye. Per the City's Master Agreement with Lakeville Baseball Association, which was amended to reflect the increased donation and executed at the October 6, 2025 City Council meeting, the cost of the scoreboard will be reimbursed to the City through LBA's 10-year contribution to the project.

Supporting Information

1. AIM Electronics, Inc. Proposal
2. Grand Prairie Park - Contract

Financial Impact: \$291,695.00 Budgeted: Yes Source: Donations Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Joe Masiarchin, Parks and Recreation Director
--



10250 Valley View Road, Suite 147
Eden Prairie, MN 55344

Phone: 952-941-9830
Web: www.aimele.com

DATE: November 21, 2025

TO: Joe Masiarchin – Parks and Recreation Director
City of Lakeville
952-985-4601
jmasiarchin@lakevillemn.gov

FROM: John Grabow

RE: **Daktronics LED Baseball Video Display with Accessories**

Thank you for giving **AIM Electronics** the opportunity of presenting you with an updated proposal for the purchase of a new outdoor video display with accessories for the **City of Lakeville** for **Grand Prairie Park**.

Per your verbal specifications, I have attached a price quotation on the following design ideas:

Grand Prairie Park:

- **Daktronics** LED Video Display Model LVX 3000-10SMD-320x560 Full Color Display

As you know, **AIM Electronics** is the area representative for **Daktronics**. We provide sales, installation and local service, in addition to an excellent warranty policy and exchange program which minimizes the cost of any repair. We have been serving the area's scoring and display needs for over forty (40) years. If you have any questions, please call me at 952-941-9830.

JG:



10250 Valley View Road, Suite 147
Eden Prairie, MN 55344

Phone: 952-941-9830
Web: www.aimle.com

City of Lakeville – Grand Prairie Park

PRICE QUOTATION

November 21, 2025

DAKTRONICS LED BASEBALL VIDEO DISPLAY WITH ACCESSORIES

Description	Size (HxWxD)	Qty.	Price
1. Model LVX 3000-320x560-10SMD Video Display With One Video Input Front End System with Laptop for Show Control Software, All Sport Pro, 12 RTD Frames, 12 Strand Fiber Optic Cable and Non-Backlit Side Sponsor Panels	10'6" x 18'4"	1	\$173,204.00
2. Model BA-2026-White LED Baseball Scoreboard Including Border Stripe, Ball/Strike/Out Stripe, Choice of Caption, Antenna Extension Kit and Radio Receiver	9'4" x 36' x 8"	1	26,789.00
3. Digital Team Name Message Centers		1 set	5,427.00
4. Decorative Arch Truss Including Decoration	5' x 36'	1	16,425.00
5. Installation Labor and Training*			31,700.00
6. Installation: Materials*			33,650.00
7. Estimated Permit Fees**			1,500.00
8. Shipping and Handling			<u>3,000.00</u>
			<u>\$291,695.00</u>

All Pricing in accordance with Sourcewell Contract #030223-DAK



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Eden Prairie, MN 55344

Phone: 952-941-9830
Web: www.aimle.com

City of Lakeville – Grand Prairie Park

PRICE QUOTATION

November 21, 2025

DAKTRONICS LED BASEBALL VIDEO DISPLAY WITH ACCESSORIES

(Cont.)

***Outdoor Installation Notes:** AIM Electronics will provide the electrician a wiring diagram. Customer is responsible for locating private items underground; AIM Electronics is not responsible for items hit that are mis-marked or unmarked. AIM Electronics will call in public utility locates through Gopher State One Call. AIM Electronics will provide new I-beams, new concrete footings, mount new scoreboard & provide in-person operator training once electrician has completed final connections. Disposal of crating/packaging materials is responsibility of customer; AIM Electronics will put crating/packaging materials in dumpster of customer's choice. Dirt from new holes will be left on-site. Customer to let AIM know preferred dirt location on-site. Landscape repair if required is not included in proposal. Limestone/bedrock and/or water is an unknown underground and installation costs will change if sono tube, metal culverts or excavating equipment are required to complete the footing(s). If metal culverts are needed to complete footings due to underground water or poor soil conditions, an additional \$8,996 would be added to final invoice.

Standard Exclusions: All Electrical and fiber optics cable/wiring and installation and conduit installation must be completed by a licensed electrician hired by customer. AIM Electronics requires full access to the facility for the duration of the installation to include but not limited to: Lifts, ladders, power tools, etc. AIM Electronics is not responsible for the integrity of existing walls, structures, etc. Installation subject to change based on final engineered drawings (if applicable).

****Permits:** Permits and permit-related costs are estimated in this proposal. AIM Electronics will call local city office and inquire about permits. If permits are required, the costs for materials needed to secure permits (special inspections, geotechnical reports, stamped drawings, etc.) and permit fees will be added to final project cost with a \$200 permit acquisition fee per-permit required. Zoning laws differ between cities so permits may take 2+ months to acquire and work cannot begin on the site until the permit is approved. Please plan additional time for any project as AIM cannot control the speed at which permits are approved, guarantee permit approval, or guarantee any deadlines due to permitting unknowns. Permit estimates include one stamped drawing for the scoreboard. Per Teams call with Joe Marsiarchin on 11/21, city will waive permit fees for project. If city does not require a stamped drawing, we can remove this portion from our pricing as well.

Ad Copy Note: Daktronics requires all artwork to be submitted with the order, in vector file formats. Daktronics will not process/finalize the order until all artwork has been submitted which will impact your ship date. If artwork is not available, you do have the option to ship some or all of your panel(s) blank and these can be decorated locally at a later date for an additional cost.

OTHER INFORMATION:

- Five (5) year manufacturer's parts warranty on video displays and scoreboards
- One (1) year manufacturer's parts warranty on camera equipment
- Eight-to-Ten (8-10) weeks lead time
- 30% down payment; 60% prior to shipping; 10% due 30 days after shipping
- Prices valid for 60 days
- MN sales tax not included; An ST3 form is needed from purchasing entity at the time of order to waive sales tax; if an ST3 is not provided, sales tax will be added to final invoice.

All Pricing in accordance with Sourcewell Contract #030223-DAK



10250 Valley View Road, Suite 147
Eden Prairie, MN 55344

Phone: 952-941-9830
Web: www.aimele.com

Purchasing Agent Agreement for Sales Tax Exemption

Thank you for choosing AIM Electronics.

We have determined the services we are providing to your organization are considered an improvement to real property in Minnesota, as removal of the property being installed:

- is intended to be of a permanent benefit given its present use, and
- cannot be removed without causing substantial damage to the building or structure (see Minnesota Contractors and Other Property Installers Industry Guide, 02/01/2020, for additional information)

In Minnesota, contractors making improvements to real property are generally responsible for paying sales tax on the materials they use, such as the signs you are purchasing here. Normally, we pass this cost along to our customers as part of the contract price.

However, when an entity that is exempt from sales and use tax on their own purchases appoints a contractor or subcontractor as its purchasing agent in accordance with Minnesota Rules, that contractor or subcontractor may make otherwise taxable purchases exempt from sales or use tax for use on a construction contract, meaning we do not have to pass the cost on to your organization.

According to Minnesota Rules 8130.1200, Subp. 3(D), you can assign us as your purchase agent if you provide the following:

- a purchase order to us for the materials-only (or an email if you do not utilize a PO system)
- a purchase order to us for the labor-only (or an email if you do not utilize a PO system)
- a signed copy of the purchase agent agreement (printed name, signature, title and date below)
- a signed copy of your Minnesota ST3 Certificate of Exemption Form

If you wish to proceed with your order, AIM Electronics needs the signature of an authorized representative on the line below that acknowledges:

- 1) AIM Electronics Inc. (and any subcontractors) is acting as a purchasing agent for the exempt entity on this project.
- 2) The exempt entity takes title to all materials and supplies at the point of delivery.
- 3) The exempt entity has the risk of loss for all materials and supplies.
- 4) The exempt entity has the responsibility for all defective materials and supplies, including those incorporated into realty.

Printed Name: Luke Hellier

Signature:

Title: Mayor

Date: 12/01/2025

Printed Name: Ann Orlofsky

Signature:

Title: City Clerk

Date: 12/01/2025

If the items above are not completed or are not agreeable to the exempt entity, then AIM Electronics, Inc. will add taxes owed on materials to final invoice.

NON-BID CONTRACT FOR PURCHASE OF GOODS AND SERVICES

AGREEMENT made this 1st day of December, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **AIM (AUTOMATED INDUSTRIAL MAINTENANCE) ELECTRONICS, INC.**, a Minnesota corporation ("Contractor"), dba **AIM ELECTRONICS, INC.**

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

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

- A. This Agreement.
- B. Contractor's Quote and attached agreement dated November 17, 2025.

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

2. CONTRACTOR OBLIGATIONS. The Contractor shall provide the goods, services and perform the work in accordance with the Contract Documents ("Work"). Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the Contract Documents.

3. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

4. COMPENSATION. Contractor shall be paid by the City for the goods and services described in Paragraph 2 in accordance with the Quote, which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other

estimate, assumption or matter is wrong or exceeded. Payment shall be made according to the terms of the quote, which were 30% down; 60% prior to shipping and 10% within thirty-five (35) days of receipt of an invoice, which would be issued after installation.

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

7. RIGHTS AND REMEDIES.

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

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

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

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

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

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

12. STANDARD OF CARE. Contractor shall exercise the same degrees of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances. No other warranty, expressed or implied, is

included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

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

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

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

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

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows.]

Dated: _____, 2025

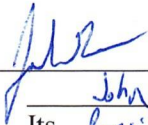
CITY OF LAKEVILLE

By: _____
Luke Hellier, Mayor

By: _____
Ann Orlofsky, City Clerk

Dated: 11/25, 2025

CONTRACTOR:
AIM (AUTOMATED INDUSTRIAL
MAINTENANCE) ELECTRONICS, INC., DBA
AIM ELECTRONICS, INC.

By  _____
John Grabow [print name]
Its President [title]



Date: 12/1/2025

Final Order for the Southwest Study Area Alternative Urban Areawide Review (AUAR)

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution ordering the preparation of an Alternative Urban Areawide Review (AUAR) for the Southwest Study Area

Overview

The City of Lakeville is the Responsible Governmental Unit (RGU) for an Alternative Urban Areawide Review (AUAR) for the proposed Southwest Study Area, located on an area totaling approximately 390.4 acres generally located west of Interstate 35 (I-35), south of County State Aid Highway (CSAH) 70/210th Street and east of the City of Credit River.

The scoping phase recently concluded after a 30-day public comment period (from October 21, 2025, to November 20, 2025) for the Southwest Study Area AUAR. The purpose of the comments on a Scoping Document for an AUAR is to suggest additional development scenarios and relevant issues to be analyzed in the review.

The MN State Historic Preservation Office, MN Department of Health, MN Department of Agriculture, Dakota County, Metropolitan Council, MN Department of Natural Resources, and the National Park Service submitted comments that were addressed in the final Scoping Document for City Council adoption. The comments pertained to information on impacts to groundwater and rare features, addressing climate trends, potential for food production activities on the site, permit requirements, opportunities for archaeological investigation, and the need for coordination with Dakota County on items related to transportation planning and drinking water wells.

The next phase of the environmental process is to draft the AUAR. This document will anticipate impacts that may result from the AUAR scenarios. It will also recommend potential actions to avoid, minimize, and mitigate those anticipated impacts. Following submittal to the Environmental Quality Board in early spring 2026, another 30-day public and agency comment period will occur, and these comments will be addressed in a Final AUAR (anticipated for May/June 2026).

Supporting Information

1. Resolution Lakeville AUAR Final Order
2. Final Scoping Document Lakeville AUAR_11242025
3. Response to Comments SW Study Area

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

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

Report Completed by: Tina Goodroad, Community Development Director

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION ORDERING PREPARATION OF AN ALTERNATIVE URBAN
AREAWIDE REVIEW (AUAR) FOR THE SOUTHWEST STUDY AREA**

WHEREAS, Minnesota Rules 4410.3610 Subp. 5a requires an Alternative Urban Areawide Review (AUAR) order to initiate scoping if a specific development project proposed in an AUAR area exceeds the EIS threshold set forth in Minnesota Rules 4410-4400, Subparts 14 and 14a, or if the specific project covers at least 50% of the AUAR area; and

WHEREAS, the Southwest Study Area includes a development proposal that exceeds these thresholds; and

WHEREAS, a draft AUAR Order was prepared and distributed to all persons and agencies on the official Environmental Quality Board (EQB) distribution list and other interested parties in order to solicit additional scenarios or relevant issues to be analyzed in the AUAR; and

WHEREAS, on October 21, 2025, the Draft AUAR Order and Scoping for Large Projects was publicly noticed in the EQB Monitor, announcing the Draft Order, commencing the 30-day public comment period, and the process for submitting comments; and

WHEREAS, the 30-day comment period ended November 20, 2025 at 4:00 p.m., and the City of Lakeville received comments from seven public agencies; and

WHEREAS, none of the comments on the Draft AUAR suggested additional development scenarios to be analyzed in the AUAR and all comments can be addressed within the scope of the Draft AUAR.

WHEREAS, staff have reviewed all comments received during the comment period, prepared responses, and incorporated applicable changes into the scope of the Draft AUAR.

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

1. The City Council hereby accepts the Response to Comments for AUAR Draft Order and Scoping EAW including public comments received during the official Public Comment Period contained in the City Council packet, and the same incorporated herein by reference;
2. The City Council hereby orders the preparation of a Draft Alternative Urban Areawide Review for the Southwest Study Area for the development scenarios identified in the Scoping EAW; and

3. The City Council hereby orders the preparation of the Draft AUAR for review, distribution, and approval, in accordance with Minnesota Rules, Part 4410.3610, by the City of Lakeville as the RGU.

ADOPTED by the Lakeville City Council on this 1st day of December 2025.

CITY OF LAKEVILLE:

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

SOUTHWEST STUDY AREA AUAR FINAL SCOPING DOCUMENT

November 24, 2025

Prepared for:



Prepared by:



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SOUTHWEST STUDY AREA LARGE AUAR FINAL SCOPING DOCUMENT

Introduction

An AUAR is an alternative to an Environmental Impact Statement (EIS) that responds to the items in the Environmental Assessment Worksheet (EAW) form to the level of analysis similar to an EIS. Minnesota Rules Chapter 4410.3610, subp. 4 states that “the content and format [of an AUAR document] must be similar to that of an EAW but must provide for a level of analysis comparable to that of an EIS for impacts typical of urban residential, commercial warehousing, and light industrial development and associated infrastructure.” The twenty-two items in the EAW form provide information about proposed development scenarios within the AUAR area, existing conditions, existing plans, potential environmental issues, and specific methodologies for special studies that will be conducted for the AUAR (i.e., the scope of the Traffic Impact Study).

An AUAR consists of three steps: Scoping EAW, Draft AUAR, and Final AUAR. The Scoping EAW describes issues to be studied in the AUAR and potential data sources to be used in this analysis. The purpose of the Scoping EAW is to provide information to agencies and the public on the proposed scope of the AUAR and to invite feedback on any additional analysis or data sources that should be included in the AUAR. Large projects that meet certain thresholds per Minnesota Rules Chapter 4410.3610, subp. 5a must include a public process to receive comments. Once the Scoping EAW process and comment period has been completed, a Draft AUAR is prepared that reflects the comments received.

This Scoping EAW follows the format of an Environmental Assessment Worksheet (EAW, December 2022 version). The most recent EAW form and guidance documents are available at the Environmental Quality Board's website at: <https://www.eqb.state.mn.us/>. The EAW form provides information about a project that may have the potential for significant environmental effects. Guidance documents provide additional detail and links to resources for completing the EAW form.

Where the AUAR guidance provided by the Minnesota EQB indicates that an AUAR response should differ notably from what is required for an EAW, the guidance is noted in *italics*.

Note to reviewers: Comments must be submitted to the Responsible Governmental Unit (RGU) during the 30-day comment period following notice of the Scoping Document *EQB Monitor*.

1. Project title

Southwest Study Area AUAR

2. Proposer

Contact person:	Todd Stutz
Title:	Tradition Development Corp. and Artemis Development Company, LLC (Artemis Land Holdings, LLC)
Address:	16972 Brandtjen Farm Drive
City, State, ZIP:	Lakeville, MN 55044
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3. Responsible Governmental Unit (RGU)

RGU: City of Lakeville
Contact person: Tina Goodroad
Title: Community Development Director
Address: 20195 Holyoke Avenue
City, State, ZIP: Lakeville, MN 55044
Phone: (952) 985-4421
Email: tgoodroad@lakevillemn.gov

4. Reason for EAW preparation

AUAR Guidance: Not applicable to an AUAR.

Minnesota Rules Chapter 4410.3610 Subpart 5a requires additional steps at the beginning of the AUAR process if the review will cover any specific projects that meet mandatory Environmental Impact Statement (EIS) requirements or comprise at least 50 percent of the geographic area to be reviewed. These steps include a public comment period on the scope of the AUAR review, specifically on the development scenarios and relevant issues to be covered. These steps must occur before a final order for review can be adopted.

5. Project location

County:	Dakota County		
City/Township:	City of Lakeville		
PLS Location (¼, ¼, Section, Township, Range):	NE ¼ of Section 35, Township 114N; Range 21W		
Watershed (81 major watershed scale):	Mississippi River – Lake Pepin		
GPS coordinates:	Latitude 44.640481, Longitude -93.308148		
Tax Parcel Numbers:	Parcel # (see Appendix A, Figures 3, 4 & 5)	Tax Parcel ID	Gross Acres (approx.)
	1	220350025018	10.03
	2	220350025014	10.00
	3	220350005013	9.94
	4	220350005014	9.94
	5	220350004011	9.95
	6	220350005012	9.95
	7	220350028010	40.17
	8	220350029010	40.06
	9	220350006010	39.77
	10	220350001015	10.00
	11	228000000010	16.60
	12	228000001020 (partial)	5.61
	13	220360025016	6.60
	14	220350001018	6.03
	15	220350051010	40.19
	16	220350050010	40.09
	17	220350077011	17.15

18	220350076012	10.00
19	220350076013	2.00
20	220350075010	39.69
21	220350077017	16.59

AUAR Guidance: At a minimum, attach each of the following to the AUAR:

- *US Geological Survey 7.5 minute, 1:24,000 scale map indicating project boundaries (see Figure 1)*
- *Map depicting the boundaries of the AUAR and any subdistricts used in the AUAR analysis (see Figures 2, 3, 4 and 5)*
- *List of data sources, models, and other resources (from the Item-by-Item Guidance: Climate Adaptation and Resilience or other) used for information about current Minnesota climate trends and how climate change is anticipated to affect the general location of the project during the life of the project (as detailed below in Item 7. Climate Adaptation and Resilience).*
- *Cover type map as required for Item 8 (see Figure 6)*
- *Land use and planning maps as required in conjunction with Item 10 (see Figures 4, 5, 8 and 9)*

6. Project description

AUAR Guidance: Instead of the information called for on the EAW form, the description section of an AUAR should include the following elements for each major development scenario included:

- *Anticipated types and intensity (density) of residential and commercial/warehouse/light industrial development throughout the AUAR area.*
- *Infrastructure planned to serve development (roads, sewers, water, stormwater system, etc.). Roadways intended primarily to serve as adjoining land uses within an AUAR area are normally expected to be reviewed as part of an AUAR. More “arterial” types of roadways that would cross an AUAR area are an optional inclusion in the AUAR analysis. If they are included, a more intensive level of review, generally including an analysis of alternative routes, is necessary.*
- *Information about the anticipated staging of various developments, to the extent known, and of the infrastructure, and how the infrastructure staging will influence the development schedule.*

The Southwest Study Area (“AUAR Area”) includes twenty-one (21) parcels that comprise approximately 390.4 acres in Lakeville, Dakota County, Minnesota (see Figures 1, 2, and 3). The AUAR Area is generally located south of County State Aid Highway (CSAH) 70/210th St W, west of Interstate 35 (I-35), and east of the City of Credit River, Scott County. Parts of the AUAR Area have historically been in agricultural use, several parcels are currently rural residential land use, and one parcel is currently undeveloped. Artemis Development Company (“Proposer”) is proposing to phase development within the AUAR Area to convert the existing land into a master planned residential and commercial development that may include institutional uses including a school over the next several years.

Development Scenarios

Two scenarios, Scenario 1 and Scenario 2, are planned for evaluation in the AUAR as outlined in the tables below. The Development Concept associated with Scenario 2 proposes development within the AUAR Area that is fully served by municipal services including water and sewer. The Scenario 2 Development Concept is consistent with a recent request for

Comprehensive Plan Amendment prepared by the Proposer and identifies a mix of residential and commercial uses. Scenario 2 includes approximately 29.02 acres that the Proposer is considering for either residential or school development. These two land uses – residential and school – will be evaluated as subareas of Scenario 2 in the AUAR.

Scenario 1

Scenario 1 is consistent with the City of Lakeville’s 2040 Comprehensive Land Use Plan (“2040 Comprehensive Plan”), *Lakeville Thrive!*, which guides the AUAR Area for a mix of commercial, urban and rural residential uses (see Figure 4). Approximately 134.5 acres of the AUAR Area are within the designated 2040 Metropolitan Urban Service Area (MUSA) and are identified within the 2029-2038 staging period. The MUSA refers to areas within the Twin Cities metropolitan area where regional urban services, including sanitary sewer, are provided to support organized and efficient development. The AUAR will evaluate development patterns that require the extension of municipal services to the identified areas within the 2040 MUSA and will address the timing and staging of anticipated development based on the City’s 2040 Comprehensive Plan.

The remaining 256 acres in the AUAR area are designated as “Urban Reserve – Not before 2038” which correlates to the Metropolitan Council’s designation of post-2040 MUSA and are not planned to be served by municipal services within the 2040 comprehensive planning period. Therefore, the parcels designated as post-2038 per the staging plan will be evaluated to consider private or individual services including private well and septic within Scenario 1. Table 1 provides an overview of the land uses and units to be studied in the draft AUAR.

Table 1. Scenario 1 Land Use and Residential Unit Summary

LAND USE	DWELLING UNITS/ACRE		GROSS ACRES	NET ACRES	UNITS	
UNSEWERED AREAS						
Rural Density Residential (RDR)	0.1 DU/Ac		255.9	198.2	26	
SEWERED AREA (MUSA)	Min.	Max.			Mjn.	Max.
Medium/High Density Residential	5 DU/Ac	9 DU/Ac	52.3	42.5	213	383
High Density Residential	9 DU/Ac	26 DU/Ac	29.8	24.6	221	640
Commercial*	-		52.1	50.3	-	
NATURAL RESOURCE AREAS						
Wetlands & Buffers	-			74.8	-	
					Min.	Max.
TOTAL			390.4	315.2	460	1,049
RESIDENTIAL DENSITY						
Unsewered Residential Density (Gross Acre Unit Calculation)	1 DU/10 Ac		255.9		26	
	Min.	Max.			Min.	Max.
Sewered Residential Density (Net Acre Unit Calculation)	6.5 DU/Ac	15.2 DU/Ac		67.1	434	1,023

* Estimated 548,000 SF of commercial space

¹ “Lakeville Thrive! 2040 Comprehensive Land Use Plan,” City of Lakeville, October 2019, <https://www.lakevillemn.gov/DocumentCenter/View/5466/Land-Use-Plan-PDF?bidId=>

The unsewered residential density is calculated using the gross acreage within the RDR land use designation since it is not within the MUSA. As shown, there are 26 units within the RDR designation which is equivalent to 1 dwelling unit per 10 gross acres. The sewer residential estimate is calculated using net acreage which is calculated by subtracting the wetland and wetland buffer areas from the gross acres, and the range of allowable densities for each residential land use. Generally, the identified dwelling units per acre is within the range of density acceptable for the identified land use designation and is based on the Proposer's expected market demand. The sewer residential density of Scenario 1 is a range of approximately 6.5 dwelling units/acre to 15.2 dwelling units/acre within the AUAR Area for the Medium/High Density Residential and the High Density Residential.

Scenario 2

Scenario 2 is consistent with the request for Comprehensive Plan Amendment prepared by the Proposer which was approved by the City Council in September 2025. During the Comprehensive Plan Amendment application process, the Proposer indicated that one of the landowners within the AUAR Area is interested in the opportunity to develop a school (public/quasi-public land use) on approximately 29 acres within the study area. Since this area represents less than 10% of the total AUAR Area, the AUAR will address the potential difference in use (residential versus school development), impact, and recommended mitigation analysis of the approximately 29 acres through two subareas denoted as 2a. (No-school) and 2b (School) which is geographically depicted on Figure 5 and summarized in tabular form in Table 2. The following is a summary of the subareas:

2a. – No School

Each item within the AUAR analysis will consider and evaluate potential impacts and mitigation if the approximately 29 acres is developed with Medium/High Density Residential uses.

2b. – School

Each item within the AUAR analysis will consider and evaluate potential impacts and mitigation if the approximately 29 acres is developed with school uses. Developing the subarea with public/quasi-public uses will reduce the overall unit count in the development, but the density range will remain consistent with the proposed Comprehensive Plan Amendment.

Table 2. Scenario 2 Land Use and Residential Unit Summary

		SUBAREA 2a. No-school			SUBAREA 2b. School		
LAND USE	DWELLING UNITS/Ac.	GROSS ACRES	NET ACRES	UNITS	GROSS ACRES	NET ACRES	UNITS
UNSEWERED AREAS							
Rural Density Residential (RDR)	0.1 DU/Ac.	0	0		0	0	0
SEWERED AREA (MUSA)							
Low Density Residential	2 DU/Ac.	114.7	73.7	147	114.7	73.7	147
Low/Medium Density Residential	4 DU/Ac.	130.3	116.8	467	130.3	116.8	467
Medium/High Density Residential	6 DU/Ac.	85.6	72.6	436	56.9	43.6	262
High Density Residential	16 DU/Ac.	29.8	24.6	394	29.8	24.6	394
Public/Quasi-Public (School)	-	-	-	-	29.1	29.0	-

		SUBAREA 2a. No-school			SUBAREA 2b. School		
LAND USE	DWELLING UNITS/Ac.	GROSS ACRES	NET ACRES	UNITS	GROSS ACRES	NET ACRES	UNITS
Commercial*	-	29.6	27.9	-	29.6	27.9	-
NATURAL RESOURCE AREAS							
Wetlands & Buffers	-		74.8			74.8	-
TOTAL		390.4	315.2	1,444		315.2	1,269
RESIDENTIAL DENSITY							
Subarea 2a. Residential Density	5.02 DU/Ac.		287.7	1,444			
Subarea 2b. Residential Density	4.91 DU/Ac.					258.7	1,269

*Estimated 300,000 SF of commercial space

Scenario 2, excluding the specific subarea analysis noted above, includes a mix of residential and commercial uses. Scenario 2 must be served by municipal utilities and requires a Comprehensive Plan Amendment to be approved by the Metropolitan Council to expand the MUSA area and add to the current MUSA staging plan. As shown in Table 2, residential density is calculated by subtracting the wetland and wetland buffers from the gross acres to establish the net acres. As described in subsequent sections of this scoping document, a wetland delineation for a portion of the AUAR Area is in progress and once the final delineation is approved the quantities and data within the draft AUAR will be updated.

Scenario 1, and Scenario 2 including Subareas 2a. and 2b. include the construction of buildings, access roadways, and infrastructure improvements. Site preparation in the scenarios includes grading, excavation, and vegetation removal. Under Scenario 2, the proposed development within the AUAR Area is anticipated to begin site grading in spring 2027, with construction to be phased over several years. A timeline and expected phasing will be further discussed in the AUAR.

The purpose of the AUAR is to evaluate the worst-case potential impacts of expected development scenarios and to identify mitigation measures that may be taken to compensate for those impacts.

A more detailed discussion of infrastructure needs will be included in the AUAR.

7. Climate adaptation and resilience

- Describe the climate trends in the general location of the project (see guidance: *Climate Adaptation and Resilience*) and how climate change is anticipated to affect that location during the life of the project.

The AUAR will describe trends in temperature, urban heat island, precipitation, flood risk, and cooling degree days for the general project location. Climate projections will use Representative Concentration Pathways (RCPs) which are greenhouse gas concentration scenarios used by the Intergovernmental Panel on Climate Change. RCP 4.5 is an intermediate scenario in which emissions decline after peaking around 2040, and RCP 8.5 is a worst-case scenario in which

emissions continue to rise through the 21st century.²

- b. For each Resource Category in the table below: Describe how the project's proposed activities and how the project's design will interact with those climate trends. Describe proposed adaptations to address the project effects identified.

Table 3. Climate Considerations and Adaptations

Resource Category	Climate Considerations	Project Information	
		Climate Change Risks and Vulnerabilities	Adaptations
Project Design	The AUAR will discuss aspects of building architecture/material choices and site design that could impact climate.	To be discussed in AUAR, Section 6 and 18	To be discussed in AUAR, Sections 6 and 18
Land Use	The AUAR will discuss critical facilities and flood risk.	To be discussed in AUAR, Section 10	To be discussed in AUAR
Water Resources	The AUAR will discuss current Minnesota climate trends and anticipated climate change in the general location of the project and how that may influence water resources.	To be discussed in AUAR, Section 12	To be discussed in AUAR
Contamination/ Hazardous Materials/Wastes	The AUAR will discuss current Minnesota climate trends and anticipated climate change in the general location of the project and how that may influence the potential environmental effects of generation/use/storage of hazardous waste and materials.	To be discussed in AUAR, Section 13	To be discussed in AUAR
Fish, wildlife, plant communities, and sensitive ecological resources (rare features)	The AUAR will discuss current Minnesota climate trends and anticipated climate change in the general location of the project and how that may influence the local species and suitable habitat.	To be discussed in AUAR, Section 14	To be discussed in AUAR

² "Climate Explorer Metadata," Minnesota Department of Natural Resources, accessed September 22, 2025, <https://www.dnr.state.mn.us/climate/climate-explorer-metadata.html>

8. Cover types

AUAR Guidance: The following information should be provided.

- A cover type map, at least at the scale of a USGS topographic map, depicting:
 - Wetlands (identified by Circular 39 type)
 - Watercourses (rivers, streams, creeks, ditches)
 - Lakes (identify public waters status and shoreland management classification)
 - Woodlands (break down by classes where possible)
 - Grassland (identify native and old field)
 - Cropland
 - Current development
- An “overlay” map showing anticipated development in relation to cover types. This map should also depict any “protection areas,” existing or proposed, that will preserve sensitive cover types. Separate maps for each major development scenario should be generally provided.

The AUAR Area is approximately 390.4 acres which has been predominantly used for agricultural and rural residential uses (refer to Table 3). The cover types identified in Table 3 were calculated using the Minnesota Land Cover Classification System (MLCCS) and provide a broad overview of existing cover types (see Figure 6). Figures 4 and 5 provide an approximation of proposed cover type associated with each Scenario. Further analysis and detail of existing and proposed cover types within the AUAR Area will be provided in the AUAR.

Table 4. Cover Types (acres)

Cover Type	Existing	SCENARIO 1	SCENARIO 2	
		2040 Comp Plan	Subarea 2a. No School	Subarea 2b. School
<50% Impervious	43.6	Cover type areas for proposed development scenarios will be estimated and quantified in the AUAR		
>50% Impervious	0.2			
Cropland	23.7			
Tall Grasses	116.2			
Forest	131.4			
Wetland Forest	2.5			
Shrubland	12.2			
Wetland Shrubs	7.4			
Wetland Emergent Vegetation	39.9			
Wetland Open Water	14.5			
Total	391.6*			

Source: Minnesota Land Cover Classification System. Available at <https://www.dnr.state.mn.us/mlccs/index.html>

* Area of interest in MLCCS is slightly larger than AUAR area

9. Permits and approvals required

AUAR Guidance: A listing of major approvals (including any comprehensive plan amendments and zoning amendments) and public financial assistance and infrastructure likely to be required by the anticipated types of development projects should be given for each major development scenario. This list will help orient reviewers to the framework that will protect environmental resources. The list can also serve as a starting point for the development of the implementation aspects of the mitigation plan to be developed as part of the AUAR.

The following table provides an initial list of anticipated permits and approvals for all development scenarios, except as specifically noted. Table 4 will be further refined and tailored to Scenario 1 and Scenario 2 in the AUAR.

Table 5. Anticipated Permits and Approvals

Unit of Government	Type of Application	Status
Federal		
US Army Corps of Engineers (USACE)	Section 404 Clean Waters Act – Wetland Permit	To be applied for, if applicable
State		
Minnesota Pollution Control Agency (MPCA)	Section 401 Water Quality Certification	To be applied for, if applicable
	National Pollutant Discharge Elimination System (NPDES) Stormwater Construction Permit	To be applied for
	Sanitary Sewer Extension Permit	To be applied for
	Discharge Permit	To be applied for, if applicable
Minnesota Department of Natural Resources (DNR)	MN Natural Heritage Database Review	Request for review submitted
	Temporary Groundwater Appropriation Permit for Construction Dewatering	To be applied for, if applicable
	Water Appropriation Permit	To be applied for, if applicable
	Public Waters Work Permit	To be applied for, if applicable
Minnesota Department of Health (MDH)	Water main plan review and water supply connection	To be applied for
Minnesota Department of Labor and Industry	Plumbing Review	To be applied for
	Electrical Permit	To be applied for
Minnesota State Historic Preservation Office (SHPO)	Historic resources review	Online query complete
Regional		
Metropolitan Council	Sewer Extension Permit	To be applied for
	Sewer Connection Permit to Connect	To be applied for
	MUSA Expansion Amendment and Comprehensive Plan Amendment	In-Progress <i>*Note, in-progress application is consistent with Scenario 2</i>
Vermillion River Watershed	Watershed and Land Disturbance Permit Application	To be applied for, if applicable
Local		
Dakota County	Right-of-Way Permit	To be applied for, if applicable
	Land Use Permit Application for New Construction with SSTS Treatment System	To be applied for <i>*Not applicable to Scenario 2</i>
	Well permits	To be applied for <i>*Not applicable to Scenario 2</i>
	Well abandonment	To be applied for

Unit of Government	Type of Application	Status
City of Lakeville	Preliminary and Final Plat	To be applied for
	Driveway Permits	To be applied for
	Sign Permits	To be applied for
	Building Permit	To be applied for
	Right-of-Way Permit	To be applied for
	Erosion Control, Grading, and Stormwater Permit	To be applied for
	WCA Review and Approval	In-Progress; subsequent phases to be applied for in future
	Comprehensive Plan Amendment	City Council Approved September 2025 for Scenario 2, authorized to send for Met Council review (In-Progress)
	Rezoning	In-Progress
	Development Agreement	To be applied for
	Demolition Permit	To be applied for, if applicable
	AUAR Adoption	In process
	Public Drainage Permit	To be applied for

10. Land use

a. Describe:

- i. Existing land use of the site as well as areas adjacent to and near the site, including parks and open space, cemeteries, trails, prime or unique farmlands.

As shown on the Existing Land Use Map, the AUAR Area consists of agricultural, rural residential and undeveloped uses (see Figure 8). The AUAR Area consists of twenty-one (21) existing parcels and comprises approximately 360.4 acres (see Figure 3). The AUAR Area is bounded by CSAH 70/210th St W on the north, I-35 and Keokuk Ave on the east, and the City of Credit River, Scott County on the west. Land uses adjacent to the AUAR Area include undeveloped and rural residential uses to the north, agricultural uses east of I-35, and agricultural, rural residential and rural residential uses to the south.

The Soberg waterfowl production area is directly south of the AUAR Area. There are no parks within the AUAR Area. The closest community park is Kensington Park located approximately one mile northeast of the AUAR Area. A shared use path is on the north side of 210th St W, and on the south side beginning at Keswick Loop running west-east through the City of Lakeville and connecting to other trail facilities throughout the city.

There are no cemeteries within or within one mile of the AUAR Area.

According to the Web Soil Survey for the AUAR Area, approximately 49% is prime farmland, and approximately 33.2% is farmland of statewide importance (see Item 11. Geology, Soils, and Topography/Landforms for more information). Both Scenarios remove and replace the active agricultural land converting the land to suburban development patterns. This impact is anticipated as part of the City's planned MUSA expansion, and the Metropolitan Council has accounted for sewer service inside the area within the designated MUSA.

- ii. Plans. Describe planned land use as identified in comprehensive plan (if available) and any other applicable plan for land use, water, or resources management by a local, regional, state, or federal agency.

AUAR Guidance: Water-related land use management districts should be delineated on appropriate maps, and the land use restrictions applicable in those districts should be described. If any variances or deviations from these restrictions within the AUAR area are envisioned, this should be discussed.

City of Lakeville Comprehensive Land Use Plan

The City of Lakeville's 2040 Comprehensive Land Use Plan guides planned growth addressing land use, housing, community facilities, transportation, and parks and trails. As shown in Table 5 and Figure 9, the AUAR Area is guided in the 2040 Comprehensive Plan for Commercial, Medium Density Residential (4.0 to 7.0 units per acre), High Density Residential (9.0 to 26.0 units per acre), and Rural Density Residential (1.0 acre per 10 acres).

Scenario 1 depicts development consistent with the 2040 Comprehensive Plan and current MUSA boundary. Under Scenario 1 approximately 256 acres of the AUAR Area are outside of the current MUSA boundary and will be evaluated in the AUAR assuming private well and septic serves the properties. The portions of the AUAR Area within the 2029-2038 MUSA staging area will be evaluated assuming that municipal services are extended to the properties and that a MUSA staging amendment would be required to allow development of the area in the current staging period.

Scenario 2 depicts a mixed-density residential development with two commercial nodes and the possibility to develop a school on an approximately 29-acre site. The Proposer submitted a Comprehensive Plan Amendment that aligns with the concept shown in Scenario 2 which was subsequently approved by the City Council in September 2025. Final adoption of the Comprehensive Plan Amendment cannot occur until the Metropolitan Council reviews and authorizes its implementation and therefore is not officially adopted despite the City Council's affirmative action on the request. Therefore, the AUAR analysis will assume that a Comprehensive Plan Amendment including MUSA boundary adjustment is required. While Scenario 2 generally aligns with the Comprehensive Plan Amendment, further study of the 29.02-acre site must be addressed to consider potential impacts 1) if the acreage is developed for a school; or 2) if not developed as a school, the residential density and unit count that would be developed instead. To that end, the Scenario 2 analysis will include a subarea analysis of the approximately 29 acres and describe them as subareas 2a. and 2b. to evaluate the potential impact and recommend mitigation for the two different development options.

Further analysis regarding future land uses will be addressed as part of the AUAR. Table 5 lists applicable land use designations contemplated in Scenario 1 and Scenario 2.

Table 6. Land Uses

*See Figure 3 for Parcel Key	Scenario 1: 2040 Comprehensive Plan (See Figure 4)	Scenario 2: Comprehensive Plan Amendment (See Figure 5)	
	Land Use	Land Use	MUSA Staging Amendment
1	RDR	M/HDR	Urban Reserve to Current MUSA
2	HDR	HDR	Exp. Area B to Current MUSA
3	HDR	HDR	Exp. Area B to Current MUSA
4	HDR	HDR	Exp. Area B to Current MUSA
5	Commercial	Commercial	Exp. Area B to Current MUSA
6	Commercial	Commercial	Exp. Area B to Current MUSA
7	RDR	LDR/LMDR	Urban Reserve to Current MUSA
8	RDR	LDR/LMDR	Urban Reserve to Current MUSA
9	Commercial & M/HDR	M/HDR	Exp. Area B to Current MUSA
10	Commercial	M/HDR ¹	Exp. Area B to Current MUSA
11	Commercial	M/HDR and Commercial ¹	Exp. Area B to Current MUSA
12	Commercial	M/HDR ¹	Exp. Area B to Current MUSA
13	Commercial	Commercial	Exp. Area B to Current MUSA
14	Commercial	Commercial	Exp. Area B to Current MUSA
15	RDR	LDR	Urban Reserve to Current MUSA
16	RDR	LDR	Urban Reserve to Current MUSA
17	RDR	LMDR	Urban Reserve to Current MUSA
18	RDR	LMDR	Urban Reserve to Current MUSA
19	RDR	LMDR	Urban Reserve to Current MUSA
20	RDR	LMDR	Urban Reserve to Current MUSA
21	RDR	LMDR	Urban Reserve to Current MUSA
¹ OR Subarea 2b. Land Use if School use (See Figure 5 for Subarea location)			
10	Commercial	Public/Quasi-Public	Exp. Area B to Current MUSA
11	Commercial	Public/Quasi-Public	Exp. Area B to Current MUSA
12	Commercial	Public/Quasi-Public	Exp. Area B to Current MUSA
LEGEND RDR Rural Density Residential (1.0 unit per 10 acres) LDR Low Density Residential (0.1 to 3.0 units per acre, single family residential) L/MDR Low/Medium Density Residential (4.0 to 5.0 units per acre, single family, two family and detached townhouse dwellings) M/HDR Medium/High Density Residential (5.0 to 9.0 units per acre, detached townhouse, quad, row or back-to-back attached townhouse dwelling units) HDR High Density Residential (9.0 to 26.0 units per acre, back-to-back attached townhouse and multiple family dwelling units)			

Metropolitan Council's Thrive 2040: Community Designations

The Metropolitan Council distinguishes between urban and rural land areas within the seven-county metropolitan area to manage land consumption and deliver efficient regional services including metropolitan wastewater services, the regional highway system, and the regular-route transit system. The Met Council provides these regional services within the MUSA and works with local governments to support growth that best capitalizes on regional systems and infrastructure investments. The AUAR will analyze current and proposed changes to community designations associated with development scenarios.

Dakota County 2040 Comprehensive Plan

Dakota County's Comprehensive Plan defines a vision of what the county should become over the next 20 years, guiding the county's role in land use, transportation systems, parks, and natural resources. The County's more detailed 2040 Transportation Plan was updated in July 2021 to reflect new travel demand forecasts and information from city and township comprehensive plans.³ The AUAR will consider the development scenarios with respect to their consistency with the County's comprehensive plan.

Vermillion River Watershed Joint Powers Organization

The AUAR Area is located within the Vermillion River Watershed Joint Powers Organization's (VRWJPO) jurisdiction. VRWJPO develops and implements a watershed management plan that includes a range of actions to protect and improve surface water and groundwater quality in the watershed. VRWJPO also adopts standards that establish what local governments must do to provide an acceptable level of water management and protection. Each jurisdiction must develop a local water management plan consistent with the watershed plan and adopt local ordinances consistent with standards. Further description of the VRWJPO watershed management plan and standards is provided in subsequent sections of this document and will be further evaluated as part of the AUAR.

- iii. Zoning, including special districts or overlays such as shoreland, floodplain, wild and scenic rivers area, agricultural preserves, etc.

Existing Zoning

As shown on the City of Lakeville's Zoning Map, the AUAR Area is zoned for a mix of C-3 General Commercial District, RH-2 Multiple Family Residential District, RA Rural/Agricultural District, and RM-2 Medium Density Residential District. Some parcels are within the Rural Agricultural Overlay District.

Scenario 1 is consistent with the adopted zoning for the AUAR Area. If development under Scenario 2 occurs, a zoning map amendment will be required. The City Council has conditionally approved rezoning consistent with the Scenario 2 Concept Plan in September 2025; however, implementation of the zoning cannot occur until the Comprehensive Plan Amendment as previously described is approved. As previously discussed, Subarea 2b. will evaluate the potential development of a school on approximately 29.02 acres. The proposed rezoning of the subarea is to RM-3 and schools are permitted with a Conditional Use Permit (CUP) in this zoning district. Therefore, under both Subarea 2a. and 2b. the same zoning district is assigned. Table 6 shows current and future proposed zoning districts of Scenario 1, and as conditionally approved by the City Council for Scenario 2.

Further analysis regarding future zoning will be addressed as part of the AUAR; however, an overview of the applicable zoning districts contemplated in Scenario 1 and Scenario 2 is provided in Table 7.

³ "Dakota County 2040 Transportation Plan," Dakota County, July 2021, <https://www.co.dakota.mn.us/Transportation/PlanningPrograms/Documents/2040TransportationPlan.pdf>

Table 7. Zoning Districts

#	PID	Scenario 1 (Adopted Zoning)	Scenario 2 (Zoning Map Amendment)
1	220350001018	RA*	RM-3
2	220350025014	RH-2*	RH-2
3	220350005013	RH-2*	RH-2
4	220350005014	RH-2*	RH-2
5	220350004011	C-3*	C-3
6	220350005012	C-3*	C-3
7	220350028010	RA	RST-2 north of proposed E/W roadway & RS-4 south
8	220350029010	RA	RST-2 north of proposed E/W roadway & RS-4 south & RM-3 <i>east of proposed N/S roadway</i>
9	220350006010	RM-2*/C-3*	RM-3 east of proposed N/S roadway & RST-2 west
10	220350001015	RM-2*	RM-3
11	228000000010	RM-2*	RM-3 north & C-3 south
12	220000001020 (part)	RM-2/RM-2*	RM-3
13	220360025016	C-3*	C-3
14	220350001018	C-3	RM-3
15	220350051010	RA	RS-4
16	220350050010	RA	RS-4
17	220350077011	RA	RST-2
18	220350076012	RA	RST-2
19	220350076013	RA	RST-2
20	220350075010	RA	RST-2
21	220350077017	RA	RST-2

* Within Rural Agriculture Overlay District

Table 8. City of Lakeville Zoning Districts

Zoning District	Description
C-3, General Commercial District	Provides for establishment of commercial activities that draw from and serve customers from the entire community or region.
RA, Rural/Agricultural District	Provides for areas of Lakeville to be retained and utilized for rural residential use, open space, and agricultural uses. Single family dwellings allowed at a density of 1 dwelling unit per 10 acres. Minimum lot area is 10 acres.
RH-2, Multiple Family Residential District	Provides for multiple family structures and related, complementary uses in areas guided for high density residential. Development density is more than 9 dwelling units per acre.
RM-2, Medium Density Residential District	Opportunities for medium density residential housing. Allows for development of twin home, row, or back-to-back townhouses uses. Corresponds to areas guided for medium-to-high density residential land use. Densities ranging from 4 to 8 dwelling units per acre.
RM-3, Medium Density Residential District	Medium density residential neighborhood within ½ mile of existing or planned transit facilities within the Interstate 35 corridor. Allows for the subdivision of two family and townhome base lots to permit individual private ownership of a single dwelling within such a structure.
RST-2, Single- and Two-Family Residential District	Provides for a transition in housing density and type between traditional single-family neighborhoods and medium density housing areas. Allowed density is 3 to 5 dwelling units per acre for areas guided for low-to-medium density residential land use.
RS-4, Single Family Residential District	Development for urban density detached single family dwelling units and related, complementary uses. Density allowed may be more than 3 dwelling units per acre.

Floodplain

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (panels 27037C0193E and 27037C0190E, dated 12/2/2011) the AUAR area does not intersect any special flood hazard areas or other areas of flood hazard.⁴

Agricultural Preserves

The AUAR area is not in the Agricultural Preserves program.⁵

Wild and Scenic Rivers

There are no wild and scenic rivers within or within one mile of the AUAR area.

- iv. If any critical facilities (i.e. facilities necessary for public health and safety, those storing hazardous materials, or those with housing occupants who may be insufficiently mobile) are proposed in floodplain areas and other areas identified as at risk for localized flooding, describe the risk potential considering changing precipitation and event intensity.

Not applicable. No critical facilities are proposed in floodplain in any scenario.

- b. Discuss the project's compatibility with nearby land uses, zoning, and plans listed in Item 10a above, concentrating on implications for environmental effects.

AUAR Guidance: The extent of conversion of existing farmlands anticipated in the AUAR should be described. If any farmland will be preserved by special protection programs, this should be discussed.

If development of the AUAR will interfere or change the use of any existing designated parks, recreation areas, or trails, this should be described in the AUAR. The RGU may also want to discuss under this item any proposed parks, recreation areas, or trails to be developed in conjunction with the AUAR area.

The AUAR must include a statement of certification from the RGU that its comprehensive plan complies with the requirements set out in Minnesota Rules, part 4410.3610, subpart 1. The AUAR document should discuss the proposed AUAR area development in the context of the comprehensive plan. If this has not been done as part of the responses to Items 6, 9, 11, 18 and others, it must be addressed here; a brief synopsis should be presented here if the material has been presented in detail under other items. Necessary amendments to comprehensive plan elements to allow for any of the development scenarios should be noted. If there are any management plans of any other local, state, or federal agencies applicable to the AUAR area, the document must discuss the compatibility of the plan with the various development scenarios studied, with emphasis on any incompatible elements.

In both scenarios, approximately 191 acres of prime farmland (49% of the AUAR Area), and approximately 130 acres of farmland of statewide importance (50% of the AUAR Area) will be converted to uses other than agricultural.

As previously noted, the AUAR will discuss the required Comprehensive Plan Amendment as it relates to each Scenario and associated subareas. Additionally, the AUAR will discuss the scenarios' compatibility with nearby land uses, zoning, parks, and trails, and other relevant plans. The AUAR will also include a statement of certification from the RGU that its comprehensive plan complies with the requirements set out in Minnesota Rules, part 4410.3610, subpart 1.

⁴ "FEMA Flood Map Service Center," FEMA, 12/2/2011, <https://msc.fema.gov/portal/search?AddressQuery=lakeville%2C%20mn>

⁵ "Agricultural Preserves 2024," Metropolitan Council, 12/31/2024, <https://gisdata.mn.gov/dataset/us-mn-state-metc-agri-agricultural-preserves2024>

- c. Identify measures incorporated into the proposed project to mitigate any potential incompatibility as discussed in Item 10b above and any risk potential.

The proposed development plans shown in Scenario 2 will require the full implementation and adoption of the Comprehensive Plan Amendment that includes, at a minimum, a MUSA staging map amendment and land use plan amendment. If the Comprehensive Plan Amendment is approved, the zoning map amendment can be formally adopted and implemented. Additionally, the AUAR will identify measures to mitigate any potential incompatibility.

11. Geology, soils and topography/land forms

a. Geology

Describe the geology underlying the project area and identify and map any susceptible geologic features such as sinkholes, shallow limestone formations, unconfined/shallow aquifers, or karst conditions. Discuss any limitations of these features for the project and any effects the project could have on these features. Identify any project designs or mitigation measures to address effects to geologic features.

AUAR Guidance: A map should be included to show any groundwater hazards identified.

According to the Geologic Atlas of Dakota County, Plate 2 Bedrock Geology⁶, the majority of the AUAR Area is underlain by Paleozoic bedrock. The middle western portion of the AUAR Area is underlain by St. Peter sandstone (middle to lower Ordovician) that is fine- to medium-grained, friable quartzose sandstone in the upper half, and feldspathic shale and siltstone interbedded with coarser-grained sandstone in the lower half. The remainder of the AUAR Area is Shakopee Formation, dolostone, sandy dolostone, sandstone, and shale. There are no known karst conditions located within or near the AUAR Area.⁷ The depth to bedrock within the AUAR Area ranges from 226 to 300 feet below ground surface.⁸

The surficial geology consists of sandy loam to loamy sand diamicton of the Meyer Lake Member of Pleistocene epoch, pre-Wisconsin glaciation in the northeast portion of the AUAR Area; sandy loam diamicton of the Emerald Phase of the Pleistocene epoch, Wisconsin glaciation in the northwest and southeast; sand and gravel of the undifferentiated New Ulm Formation sediment in the middle east; and sand to loamy sand and gravel of the Villard Member of the Pleistocene epoch, Wisconsin glaciation in the southwest.⁹

The AUAR will discuss any limitations of these features for future development and any effects development could have on these features.

⁶ Julia R. Steenberg, "C-57 Geologic Atlas of Dakota County, Minnesota, Plate 2 Bedrock Geology," 2023, <https://conservancy.umn.edu/items/5d8d0fa7-2cc7-4db5-ba02-e33702bf3573>

⁷ "Karst Features Map," DNR, accessed 10/2/2025, <https://arcgis.dnr.state.mn.us/portal/apps/mapviewer/index.html?webmap=e9d79d4c2c934035802fee2ba267ab42>

⁸ Julia R. Steenberg, "C-57 Geologic Atlas of Dakota County, Minnesota, Plate 2 Bedrock Topography," 2023, <https://conservancy.umn.edu/bitstreams/6bb29e34-d1f4-4d24-bdb4-d110a65c6b96/download>

⁹ Angela S. Gowan & Amie E. Staley, "C-57 Geologic Atlas of Dakota County, Minnesota, Plate 3, Surficial Geology," 2023, <https://conservancy.umn.edu/bitstreams/78d2f9d2-c635-480f-8c5d-cf61b77ea7ba/download>

b. **Soils and topography**

Describe the soils on the site, giving NRCS (SCS) classifications and descriptions, including limitations of soils. Describe topography, any special site conditions relating to erosion potential, soil stability or other soils limitations, such as steep slopes, and highly permeable soils. Provide estimated volume and acreage of soil excavation and/or grading. Discuss impacts from project activities (distinguish between construction and operational activities) related to soils and topography. Identify measures during and after project construction to address soil limitations including stabilization, soil corrections or other measures. Erosion/sedimentation control related to stormwater runoff should be addressed in response to Item 12.b.ii.

AUAR Guidance: The number of acres to be graded and number of cubic yards of soil to be moved need not be given; instead, a general discussion of the likely earthmoving needs for development of the area should be given, with an emphasis on unusual or problem areas. In discussing mitigation measures, both the standard requirements of local ordinances and any special measures that would be added for AUAR purposes should be included. A standard soils map for the area should be included.

According to the Natural Resources Conservation Service (NRCS) Web Soil Survey, the AUAR Area is comprised of 24 different soil types.¹⁰ NRCS soil information is shown in Table 8. Soils are classified by the NRCS into four hydrologic soil groups, A, B, C, and D with A having the lowest runoff potential (high infiltration rate) and D having the greatest runoff potential (low infiltration rate). If a soil is assigned to a dual hydrologic soil group (e.g., A/D), the first letter is for drained areas and the second letter is for undrained areas. Only the soils that in their natural condition are in group D are assigned dual classes. See Figure 10 for a map of soil types.

Topography within the AUAR Area varies from around 1100 feet above mean sea level (amsl) in elevation in the eastern portion of the site to around 1160 feet amsl in the western portion. The site generally drains toward several Wetland and Watercourse Inventory and Assessment (WWIA) wetlands.¹¹ The AUAR will include a general discussion of the likely earthmoving needs for the development and identify measures to minimize erosion and short- and long-term establishment and erosion control plans that account for seasonal changes and comply with permit conditions.

Table 9. Soil Types

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI	Farmland Rating	Hydric Soil Rating	Hydrologic Soil Group
39A	Wadena Loam, 0 to 2 percent slopes	5.3	1.4	Prime farmland	No	B
49B	Antigo silt loam, 1 to 8 percent slopes	4.1	1.1	Prime farmland	No	B
98	Colo silt loam, occasionally flooded	0.5	0.1	Prime farmland if protected from flooding	Yes	B/D
109	Cordova clay loam, 0 to 2 percent slopes	9.9	2.5	Prime farmland	Yes	C/D

¹⁰ "Web Soil Survey," Natural Resources Conservation Service, U.S. Department of Agriculture, accessed September 2, 2025, <https://websoilsurvey.nrcs.usda.gov/app/>

¹¹ "Vermillion River Watershed Map," Dakota County, accessed September 22, 2025, <https://dakotacounty.maps.arcgis.com/apps/webappviewer/index.html?id=304d2225249d4fd3ab3f510e0ff62a7f>

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI	Farmland Rating	Hydric Soil Rating	Hydrologic Soil Group
113	Webster clay loam, 0 to 2 percent slopes	17.1	4.4	Prime farmland if drained	Yes	C/D
114	Glencoe silty clay loam, 0 to 1 percent slopes	12.8	3.3	Prime farmland if drained	Yes	C/D
129	Cylinder loam, 0 to 2 percent slopes	12.8	3.3	Prime farmland	No	B/D
150B	Spencer silt loam, 2 to 6 percent slopes	11.8	3.0	Prime farmland	No	C
176	Garwin silty clay loam	7.7	2.0	Prime farmland if drained	Yes	B/D
189	Auburndale silt loam	10.6	2.7	Not prime farmland	Yes	B/D
208	Kato silty clay loam	2.3	0.6	Prime farmland if drained	Yes	B/D
239	Le Sueur loam, 1 to 3 percent slopes	10.6	2.7	Prime farmland	No	C/D
250	Kennebec silt loam	4.1	1.1	Prime farmland	No	C
342B	Kingsly sandy loam, 3 to 8 percent slopes	2.5	0.6	Prime farmland	No	C
342C	Kingsley sandy loam, 8 to 15 percent slopes	19.3	4.9	Farmland of statewide importance	No	C
344	Quam silt loam	2.0	0.5	Not prime farmland	Yes	C/D
522	Boots muck	13.6	3.5	Not prime farmland	Yes	A/D
540	Seelyville muck	5.3	1.3	Not prime farmland	Yes	A/D
888B	Kingsley-Lester complex, 2 to 6 percent slopes	18.7	4.8	Prime farmland	No	C
888C	Kingsley-Lester complex, 6 to 12 percent slopes	110.9	28.3	Farmland of statewide importance	No	C
888D	Kingsley-Lester complex, 12 to 18 percent slopes	18.4	4.7	Not prime farmland	No	C
895B	Kingsley-Mahtomedi-Spencer complex, 3 to 8 percent slopes	71.0	18.1	Prime farmland	No	C
896E	Kingsley-Mahtomedi complex, 15 to 25 percent slopes	14.9	3.8	Not prime farmland	No	C
1824	Quam silt loam, ponded	4.1	1.0	Not prime farmland	Yes	C/D
W	Water	1.2	0.3	N/A	N/A	N/A
Totals for AOI*		391.7	100.0%			

*AOI is slightly larger than AUAR Study Area

Source: United States Department of Agriculture: Natural Resources Conservation Service, *Web Soil Survey*, <https://websoilsurvey.nrcs.usda.gov/app/>

12. Water resources

AUAR Guidance: The information called for on the EAW form should be supplied for any of the infrastructure associated with the AUAR development scenarios, and for any development expected to physically impact any water resources. Where it is uncertain whether water resources will be impacted depending on the exact design of future development, the AUAR should cover the possible impacts through a “worst case scenario” or else prevent impacts through the provisions of the mitigation plan.

a. Describe surface water and groundwater features on or near the site in a.i. and a.ii. below.

- i. Surface water - lakes, streams, wetlands, intermittent channels, and county/judicial ditches. Include any special designations such as public waters, shoreland classification and floodway/floodplain, trout stream/lake, wildlife lakes, migratory waterfowl feeding/resting lake, and outstanding resource value water. Include the presence of aquatic invasive species and the water quality impairments or special designations listed on the current MPCA 303d Impaired Waters List that are within 1 mile of the project. Include DNR Public Waters Inventory number(s), if any.

Surface water resources within and near the AUAR Area are shown in Figure 7 (wetlands, public waters, and watercourses within AUAR area) and Figure 11 (aquatic resources in surrounding area). Runoff from the AUAR area generally drains toward existing wetlands and low points.

A field delineation to locate and identify all surface wetlands on some of the parcels was scheduled for early August 2025 with a report to be submitted for Technical Evaluation Panel (TEP) review in September/October. The wetland delineation is anticipated to be complete prior to end of the growing season in 2025. The remainder of the AUAR Area will not be delineated during the preparation of the AUAR since its development is not planned to occur for several years and a delineation is only valid for five (5) years. Therefore, for that portion which is not formally delineated, the National Wetland Inventory (NWI) will be used in the AUAR (see Figure 7).

All surface water resources located within and within one mile of the AUAR Area based on data from Minnesota DNR Public Water Inventory (PWI) mapping are listed in Table 9. There are no MPCA 303d Impaired Waters within or within 1 mile of the AUAR area.

Table 10. Public Waters within 1 Mile of AUAR Area

Name	Classification	AUID	PWI	303d Impaired
Within AUAR area				
Unnamed Wetland	Public Water Wetland	19-0413-00	19-413	No
Unnamed Wetland	Public Water Wetland	19-0409-00	19-409	No
Unnamed Wetland	Public Water Wetland	19-0411-00	19-411	No
Unnamed Wetland	Public Water Wetland	19-0408-00	19-408	No
Unnamed Wetland	Public Water Wetland	19-0410-00	19-410	No
Unnamed Wetland	Public Water Wetland	19-0407-00	19-407	No
Unnamed Wetland	Public Water Wetland	19-0406-00	19-406	No
Unnamed Wetland	Public Water Wetland	19-0405-00	19-405	No
Within 1 mile of AUAR area				
Henry Pond	Water Basin	70-0346-00		No
Unnamed Wetland	Public Water Wetland	70-0291-00	7-291	No
Unnamed Wetland	Public Water Wetland	70-0292-00	7-292	No

Name	Classification	AUID	PWI	303d Impaired
Unnamed Wetland	Public Water Wetland	70-0290-00	7-290	No
Unnamed Wetland	Public Water Wetland	19-0412-00	19-412	No
Unnamed Wetland	Public Water Wetland	70-0289-00	70-289	No
Unnamed Wetland	Public Water Wetland	19-0404-00	19-404	No
Unnamed Wetland	Public Water Wetland	19-0402-00	19-402	No
Unnamed Wetland	Public Water Wetland	19-0403-00	19-403	No
Unnamed Stream	Public Water Watercourse	07040001-714	M-049-012	No
Unnamed Stream	Public Water Watercourse	07020012-735	M-055-007-008	No
Unnamed Stream	Watercourse	07040001-999		No

Source: MnDNR Public Waters Inventory Maps. Available at:
https://www.dnr.state.mn.us/waters/watermgmt_section/pwi/maps.html

- ii. Groundwater – aquifers, springs, seeps. Include: 1) depth to groundwater; 2) if project is within a MDH wellhead protection area; 3) identification of any onsite and/or nearby wells including unique numbers and well logs if available. If there are no wells known on site or nearby, explain the methodology used to determine this.

Groundwater resources within and near the AUAR Area are shown in Figure 12. Per the Minnesota Natural Resources Atlas, the depth to the water table for the majority of the AUAR Area is 0-20 feet.¹²

Based on Minnesota Department of Health (MDH) well records, six (6) domestic wells are located within the AUAR Area, and many domestic wells are located within one-quarter mile of the AUAR Area.¹³ A description of the wells in the AUAR Area is provided in Table 11. Proper procedures will be followed for any wells in the AUAR Area that will not have a future use or unmapped wells that may be found during development to be properly sealed by a licensed well contractor prior to redevelopment of the affected parcel. Abandonment must meet MDH well-sealing requirements and the Dakota County Delegated Well Program. Construction crews should be notified of the presence of any wells throughout the area and any wells encountered should be protected from damage and contamination. If any undocumented wells are discovered during site visits and/or during redevelopment, they should be examined by a licensed well contractor or a Dakota County well inspector to determine the status.

The AUAR Area is not located within a wellhead protection area or a drinking water supply management area.

Table 11. Wells within the AUAR Area

Unique Well ID	Use	Status	Well Depth (feet)
505097	Domestic	Active	344
126906	Domestic	Active	340
425253	Domestic	Active	350

¹² “Mapping Tool: Minnesota Natural Resource Atlas,” accessed September 22, 2025, https://mnatlas.org/gis-tool/?id=k_0279

¹³ “Minnesota Well Index,” MN Department of Health, accessed September 22, 2025, <https://mnwellindex.web.health.state.mn.us/>

540282	Domestic	Active	280
747351	Domestic	Active	300
443580	Domestic	Active	295

Source: MDH Minnesota Well Index, <https://mnwellindex.web.health.state.mn.us/>

b. Describe effects from project activities on water resources and measures to minimize or mitigate the effects in Item b.i. through Item b.iv. below.

i. **Wastewater**

For each of the following, describe the sources, quantities and composition of all sanitary, municipal/domestic and industrial wastewater produced or treated at the site.

AUAR Guidance: Observe the following points of guidance in an AUAR:

- *Only domestic wastewater should be considered in an AUAR – industrial wastewater would be coming from industrial uses that are excluded from review through the AUAR process.*
 - *Wastewater flows should be estimated by land use subareas of the AUAR area; the basis of flow estimates should be explained.*
 - *The major sewer system features should be shown on a map and the expected flows should be identified.*
 - *If not explained under Item 6, the expected staging of the sewer system construction should be described.*
 - *The relationship of the sewer system extension to the RGU's comprehensive sewer plan and (for Metro area AUARs) to Metropolitan Council regional systems plans, including MUSA expansions, should be discussed. For non-Metro area AUARs, the AUAR must discuss the capacity of the RGU's wastewater treatment system compared to the flows from the AUAR area; any necessary improvements should be described.*
 - *If on-site systems will serve part of the AUAR, the guidance in the February 2000 edition of the EAW Guidelines on page 16 regarding Item 18b under Residential development should be followed.*
- 1) If the wastewater discharge is to a publicly owned treatment facility, identify any pretreatment measures and the ability of the facility to handle the added water and waste loadings, including any effects on, or required expansion of, municipal wastewater infrastructure.

For that portion of Scenario 1 within the MUSA and the entire AUAR Area within Scenario 2, sanitary sewer service will be provided by extending City sanitary sewer connections to the development. The AUAR will discuss Minnesota Pollution Control Agency (MPCA), Metropolitan Council Environmental Services (MCES) and municipal requirements for connections and upgrades. The AUAR will evaluate the estimated wastewater flows for Scenario 2 performing separate calculations for Subareas 2a. and 2b. to account for the two potential uses. The existing City sanitary sewer system will be evaluated to determine if there is adequate capacity to convey wastewater and what mitigation measures including extension and upgrades are necessary to serve the AUAR Area.

- 2) If the wastewater discharge is to a subsurface sewage treatment systems (SSTS), describe the system used, the design flow, and suitability of site conditions for such a system.

Under Scenario 1, the rural residential lots would each be served by individual subsurface sewage treatment systems. All SSTS systems will be required to follow MN Rule 7080 and comply with all permitting requirements. Further description of the number of lots associated with Scenario 1 will be described and the applicable requirements will be provided in the AUAR.

Development under Scenario 2 would not utilize SSTS systems.

- 3) If the wastewater discharge is to surface water, identify the wastewater treatment methods and identify discharge points and proposed effluent limitations to mitigate impacts. Discuss any effects to surface or groundwater from wastewater discharges, taking into consideration how current Minnesota climate trends and anticipated climate change in the general location of the project may influence the effects.

No wastewater discharge to surface waters is anticipated for the proposed development scenario.

ii. Stormwater

Describe changes in surface hydrology resulting from change of land cover. Describe the routes and receiving water bodies for runoff from the project site (major downstream water bodies as well as the immediate receiving waters). Discuss environmental effects from stormwater discharges on receiving waters post construction including how the project will affect runoff volume, discharge rate and change in pollutants. Consider the effects of current Minnesota climate trends and anticipated changes in rainfall frequency, intensity and amount with this discussion. For projects requiring NPDES/SDS Construction Stormwater permit coverage, state the total number of acres that will be disturbed by the project and describe the stormwater pollution prevention plan (SWPPP), including specific best management practices to address soil erosion and sedimentation during and after project construction. Discuss permanent stormwater management plans, including methods of achieving volume reduction to restore or maintain the natural hydrology of the site using green infrastructure practices or other stormwater management practices. Identify any receiving waters that have construction-related water impairments or are classified as special as defined in the Construction Stormwater permit. Describe additional requirements for special and/or impaired waters.

AUAR Guidance: For an AUAR, the following additional guidance should be followed in addition to that in the EAW Guidelines:

- *It is expected that an AUAR will have a detailed analysis of stormwater issues.*
- *A map of the proposed stormwater management system and of the water bodies that will receive stormwater should be provided.*
- *The description of the stormwater systems would identify on-site and “regional” detention ponding and also indicate whether the various ponds will be new water bodies or converted existing ponds or wetlands. Where on-site ponds will be used but have not yet been designed, the discussion should indicate the design standards that will be followed.*

- *If present in or adjoining the AUAR area, the following types of water bodies must be given special analyses:*
 - *Lakes: Within the Twin Cities metro area, a nutrient budget analysis must be prepared for any “priority lake” identified by the Metropolitan Council. Outside of the metro area, lakes needing a nutrient budget analysis must be determined by consultation with MPCA and DNR staff.*
 - *Trout streams: If stormwater discharges will enter or affect a trout stream, an evaluation of the impacts on the chemical composition and temperature regime of the stream and the consequent impacts on the trout population (and other species of concern) must be included.*

A map of surface water resources in and near the AUAR Area is provided in Figure 7 (wetlands, public waters, and watercourses within AUAR area) and Figure 11 (aquatic resources in the surrounding area). Development of the AUAR Area in both Scenarios will increase the impervious surface area, which will be described for both development scenarios in the AUAR. As previously noted, a wetland delineation on some of the parcels the AUAR Area will be completed and results documented within the AUAR. The remainder of the AUAR Area that is not delineated will be evaluated utilizing the NWI.

The AUAR Area is within the jurisdiction of the Vermillion River Watershed Joint Powers Organization (VRWJPO) which has developed the Vermillion River Watershed Management Plan and adopted standards for wetland alterations, buffers, erosion and sediment control, stormwater management, and drainage alterations.¹⁴ The AUAR will address anticipated stormwater impacts for each scenario for the AUAR Area and identify any recommended temporary and permanent stormwater runoff controls.

The National Pollution Discharge Elimination System (NPDES) permit requirements will be adhered to and addressed through the land use and development permit process. Special or impaired waters on or near the AUAR Area will be identified.

Based on the results of the climate trends analysis and flooding risk assessment, any additional volume and rate control needed for stormwater management will be discussed in the AUAR. Stormwater management strategies including any proposed green infrastructure will be documented in the AUAR.

iii. **Water appropriation**

Describe if the project proposes to appropriate surface or groundwater (including dewatering). Describe the source, quantity, duration, use and purpose of the water use and if a DNR water appropriation permit is required. Describe any well abandonment. If connecting to an existing municipal water supply, identify the wells to be used as a water source and any effects on, or required expansion of, municipal water infrastructure. Discuss environmental effects from water appropriation, including an assessment of the water resources available for appropriation. Discuss how the proposed water use is resilient in the event of changes in total precipitation, large precipitation events, drought, increased temperatures, variable surface water flows and elevations, and longer growing seasons. Identify any measures to avoid, minimize, or mitigate environmental effects from the water appropriation. Describe contingency plans should the appropriation volume

¹⁴ “2016 Watershed Management Plan,” Vermillion River Watershed, amended 9/22/22, https://www.vermillionriverwatershed.org/wp-content/uploads/2022/09/FINAL-VRW-Watershed-Management-Plan-as-Amended-9_22_22-web.pdf

increase beyond infrastructure capacity or water supply for the project diminish in quantity or quality, such as reuse of water, connections with another water source, or emergency connections.

AUAR Guidance: If the area requires new water supply wells, specific information about that appropriation and its potential impacts on groundwater levels should be given. If groundwater levels would be affected, any impacts resulting on other resources should be addressed.

The water supply for the AUAR Area will be obtained from the City of Lakeville. Groundwater resources are the main sources of water supply for the city via nineteen (19) municipal wells.¹⁵ The AUAR will evaluate the existing and proposed infrastructure needs and will discuss the viability of supplementing City water with alternative water sources if applicable. That portion of the AUAR Area in Scenario 1 designated as Rural Residential is assumed to be served by private wells. Further description of this area will be provided in the AUAR.

Proper procedures will be followed for wells located within the AUAR Area that will not have a future use and for any unmapped wells that are found during development to be properly sealed by a licensed well contractor prior to redevelopment of the affected parcel. Abandonment must meet MPCA and MDH well-sealing requirements.

iv. **Surface Waters**

a) **Wetlands**

Describe any anticipated physical effects or alterations to wetland features such as draining, filling, permanent inundation, dredging and vegetative removal. Discuss direct and indirect environmental effects from physical modification of wetlands, including the anticipated effects that any proposed wetland alterations may have to the host watershed, taking into consideration how current Minnesota climate trends and anticipated climate change in the general location of the project may influence the effects. Identify measures to avoid (e.g., available alternatives that were considered), minimize, or mitigate environmental effects to wetlands. Discuss whether any required compensatory wetland mitigation for unavoidable wetland impacts will occur in the same minor or major watershed and identify those probable locations.

As previously noted, a wetland delineation for some of the parcels of the AUAR Area will be completed. The remainder of the AUAR Area will be evaluated utilizing the NWI. The AUAR will address potential wetland impacts based on the proposed scenarios, and mitigation strategies will be identified.

b) **Other surface waters**

Describe any anticipated physical effects or alterations to surface water features (lakes, streams, ponds, intermittent channels, county/judicial ditches) such as draining, filling, permanent inundation, dredging, diking, stream diversion, impoundment, aquatic plant removal and riparian alteration. Discuss direct and indirect environmental effects from physical modification of water features, taking into consideration how current Minnesota

¹⁵ "Comprehensive Water System Plan| Lakeville, MN," June 15, 2018
<https://www.lakevillemn.gov/DocumentCenter/View/5469/Comprehensive-Water-System-Plan-PDF>

climate trends and anticipated climate change in the general location of the project may influence the effects. Identify measures to avoid, minimize, or mitigate environmental effects to surface water features, including in-water Best Management Practices that are proposed to avoid or minimize turbidity/sedimentation while physically altering the water features. Discuss how the project will change the number or type of watercraft on any water body, including current and projected watercraft usage.

AUAR Guidance: Water surface use need only be addressed if the AUAR area would include or adjoin recreational water bodies.

Wetlands as identified by the NWI are documented and shown in Figure 7. The approved wetland delineation is expected to be completed during the preparation of this AUAR and the Figures will be updated to reflect the approved boundary within the AUAR. Any anticipated wetland impacts or surface water alterations will be discussed in the AUAR.

MPCA, MCES, DNR, and USACE will be among recipients of the Draft Order and Scoping EAW. If any additional water resources are identified by these agencies during the comment periods, the potential impacts and any applicable mitigation strategies will be discussed in the AUAR.

13. Contamination/hazardous materials/wastes

a. Pre-project site conditions

Describe existing contamination or potential environmental hazards on or proximate to the project site such as soil or ground water contamination, abandoned dumps, closed landfills, existing or abandoned storage tanks, and hazardous liquid or gas pipelines. Discuss any potential environmental effects from pre-project site conditions that would be caused or exacerbated by project construction and operation. Identify measures to avoid, minimize or mitigate adverse effects from existing contamination or potential environmental hazards. Include development of a Contingency Plan or Response Action Plan.

The AUAR will review the MPCA's and Department of Agriculture's What's in My Neighborhood database and Dakota County's MPCA site inventory to determine if any known contaminated properties or potential environmental hazards are located within and adjacent to the AUAR Area.

b. Project related generation/storage of solid wastes

Describe solid wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from solid waste handling, storage and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of solid waste including source reduction and recycling.

AUAR Guidance: Generally, only the estimated total quantity of municipal solid waste generated and information about any recycling or source separation programs of the RGU need to be included.

The AUAR will provide information on the estimated quantity of municipal solid waste to be generated during construction and operational phasis of the development scenarios.

c. Project related use/storage of hazardous materials

Describe chemicals/hazardous materials used/stored during construction and/or operation of the project including method of storage. Indicate the number, location and size of any new above or below ground tanks to store petroleum or other materials. Indicate the number, location, size and age of existing tanks on the property that the project will use. Discuss potential environmental effects from accidental spill or release of hazardous materials. Identify measures to avoid, minimize or mitigate adverse effects from the use/storage of chemicals/hazardous materials including source reduction and recycling. Include development of a spill prevention plan.

AUAR Guidance: Not required for an AUAR. Potential locations of storage tanks associated with commercial uses in the AUAR should be identified (e.g., gasoline tanks at service stations).

The AUAR will describe any potential future storage tanks associated with the commercial land use areas identified in Scenario 2. All other identified land uses within the Scenarios are not required to be evaluated as part of the AUAR.

d. Project related generation/storage of hazardous wastes

Describe hazardous wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from hazardous waste handling, storage, and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of hazardous waste including source reduction and recycling.

AUAR Guidance: Not required for an AUAR.

Not applicable.

14. Fish, wildlife, plant communities, and sensitive ecological resources (rare features)

a. Describe fish and wildlife resources as well as habitats and vegetation on or in near the site.

AUAR Guidance: The description of fish and wildlife resources should be related to the habitat types depicted on the cover types map. Any differences in impacts between development scenarios should be highlighted in the discussion.

Wildlife present within the AUAR Area includes birds, small mammals, reptiles, amphibians, and insects. There is one area of biodiversity significance within the AUAR Area and one directly south, the Solberg Waterfowl Production Area. Both are below the minimum threshold for statewide significance; however, both may have conservation value at the local level as habitat for native plants and animals, corridors for animal movements, buffers surrounding high quality natural areas, or as areas with high potential for restoration of native habitat.¹⁶ The AUAR will address the potential impacts to any habitats and vegetation near the AUAR Area.

The AUAR Area is within the state designated critical habitat area for the rusty patched bumble bee.¹⁷

¹⁶ "Minnesota Natural Resources Atlas," DNR, accessed September 22, 2025, <https://mnatlas.org/gis-tool/>

¹⁷ "Critical Habitat for Threatened & Endangered Species," U.S. Fish and Wildlife Service, accessed September 22, 2025,

The AUAR will address the cover types for the existing conditions and the post-construction Scenarios.

- b. Describe rare features such as state-listed (endangered, threatened or special concern) species, native plant communities, Minnesota Biological Survey Sites of Biodiversity Significance, and other sensitive ecological resources on or proximate to the site. Provide the license agreement number (LA-) and/or correspondence number (MCE-) from which the data were obtained and attach the Natural Heritage Review letter from the DNR. Indicate if any additional habitat or species survey work has been conducted within the site and describe the results.

AUAR Guidance: For an AUAR, prior consultation with the DNR Division of Ecological Resources and information about reports of rare plant and animal species in the vicinity is required. Include the reference numbers called for on the EAW form in the AUAR and include the DNR's response letter. If such consultation indicates the need, an on-site habitat survey for rare species in the appropriate portions of the AUAR area is required. Areas of on-site surveys should be depicted on a map, as should any "protection zones" established as a result.

State Listed Species

A request has been submitted to the DNR Natural Heritage Information System (NHIS) for review of the AUAR area and surrounding area for state-listed threatened, endangered, and special concern species. The results of the review, will be discussed in the AUAR. Any potential impacts to wildlife habitat, federally listed species, and state listed species will be provided in the AUAR.

Federally Listed Species

The U.S. Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) tool will be used to identify federally listed species within or near the AUAR Area. Results of the IPaC review, if applicable, will be included and discussed in the AUAR.

- c. Discuss how the identified fish, wildlife, plant communities, rare features and ecosystems may be affected by the project including how current Minnesota climate trends and anticipated climate change in the general location of the project may influence the effects. Include a discussion on introduction and spread of invasive species from the project construction and operation. Separately discuss effects to known threatened and endangered species.

The AUAR will further investigate the potential for impacts to any federally listed species, state listed species, or protected wildlife habitats.

- d. Identify measures that will be taken to avoid, minimize, or mitigate the adverse effects to fish, wildlife, plant communities, ecosystems, and sensitive ecological resources.

The AUAR will address any potential mitigation measures identified by the DNR and USFWS to minimize and avoid adverse impacts to any protected species and wildlife habitats.

<https://fws.maps.arcgis.com/home/webmap/viewer.html?webmap=9d8de5e265ad4fe09893cf75b8dbfb77>

DNR and USFWS will be among recipients of the Draft Order and Scoping EAW. If any additional water resources are identified by these agencies during the comment periods, the potential impacts and any applicable mitigation strategies will be discussed in the AUAR.

15. Historic properties

Describe any historic structures, archeological sites, and/or traditional cultural properties on or proximate to the site. Include: 1) historic designations, 2) known artifact areas, and 3) architectural features. Attach letter received from the State Historic Preservation Office (SHPO). Discuss any anticipated effects to historic properties during project construction and operation. Identify measures that will be taken to avoid, minimize, or mitigate adverse effects to historic properties.

AUAR Guidance: For an AUAR, contact with the State Historic Preservation Office (SHPO) and State Archaeologist (OSA) is required to determine whether there are areas of potential impacts to these resources. If any exist, an appropriate site survey of high probability areas is needed to address the issue in more detail. The mitigation plan must include mitigation for any impacts identified.

According to Minnesota's Statewide Historic Inventory Portal, no known above-ground historic resources within the AUAR Area are identified on the public map.¹⁸ One historic resource is identified within one mile of the AUAR Area that is not expected to be directly impacted by either Scenario.

According to the State Office of the Archaeologist's Public Viewer, no known archaeological resources have been identified within the AUAR Area.¹⁹

SHPO and OSA will be among recipients of the Scoping Document and Draft AUAR documents. If any historic or archaeological resources are identified by SHPO or OSA during the comment periods, the potential impacts and any applicable mitigation strategies will be discussed in the AUAR.

16. Visual

Describe any scenic views or vistas on or near the project site. Describe any project related visual effects such as vapor plumes or glare from intense lights. Discuss the potential visual effects from the project. Identify any measures to avoid, minimize, or mitigate visual effects.

AUAR Guidance: Any impacts on scenic views and vistas present in the AUAR should be addressed. This would include both direct physical impacts and impacts on visual quality or integrity. EAW Guidelines contains a list of possible scenic resources.

If any non-routine visual impacts would occur from the anticipated development, this should be discussed here along with appropriate mitigation.

There are no state or federally designated scenic views or vistas on or near the AUAR Area. The AUAR will discuss visual impacts of the proposed development scenarios on the surrounding area and any applicable mitigation strategies.

17. Air

¹⁸ "Minnesota's Statewide Historic Inventory Portal," accessed September 22, 2025, <https://mnship.gisdata.mn.gov/>

¹⁹ "MN OSA Public Viewer – OSA Sites," n.d., <https://osaportal.gisdata.mn.gov/OSAViewer>

a. Stationary source emissions

Describe the type, sources, quantities and compositions of any emissions from stationary sources such as boilers or exhaust stacks. Include any hazardous air pollutants, criteria pollutants. Discuss effects to air quality including any sensitive receptors, human health or applicable regulatory criteria. Include a discussion of any methods used to assess the project's effect on air quality and the results of that assessment. Identify pollution control equipment and other measures that will be taken to avoid, minimize, or mitigate adverse effects from stationary source emissions.

AUAR Guidance: This item is not applicable to an AUAR. Any stationary air emissions source large enough to merit environmental review requires individual review.

Not applicable to an AUAR.

b. Vehicle emissions

Describe the effect of the project's traffic generation on air emissions. Discuss the project's vehicle-related emissions effect on air quality. Identify measures (e.g., traffic operational improvements, diesel idling minimization plan) that will be taken to minimize or mitigate vehicle-related emissions.

AUAR Guidance: Although the MPCA no longer issues Indirect Source Permits, traffic-related air quality may still be an issue if the analysis in Item 18 indicates that development would cause or worsen traffic congestion. The general guidance from the EAW form should still be followed. Questions about the details of air quality analysis should be directed to MPCA staff.

The Minnesota Department of Transportation (MnDOT) has developed a screening method designed to identify intersections that will not cause a carbon monoxide (CO) impact above the state standards. MnDOT has demonstrated that even the ten highest traffic volume intersections in the Twin Cities do not experience CO impacts. Therefore, intersections with traffic volumes lower than these ten highest volume intersections will not cause a CO impact above state standards. MnDOT's screening method demonstrates that intersections with total daily approaching traffic volumes below 82,300 vehicles per day will not have the potential for causing CO air pollution problems. None of the intersections in the AUAR exceed the criteria that would lead to a violation of the air quality standards.

No further air quality analysis is anticipated in the AUAR.

c. Dust and odors

Describe sources, characteristics, duration, quantities, and intensity of dust and odors generated during project construction and operation. (Fugitive dust may be discussed under item 17a). Discuss the effect of dust and odors in the vicinity of the project including nearby sensitive receptors and quality of life. Identify measures that will be taken to minimize or mitigate the effects of dust and odors.

AUAR Guidance: Dust and odors need not be addressed in an AUAR, unless there is some unusual reason to do so. The RGU might want to discuss as part of the mitigation plan, however, any dust control ordinances in effect.

The AUAR will include discussion of dust control ordinances, including best management

practices that would be applicable during demolition and construction within the AUAR Area. Any demolition activities must comply with state and federal regulations that require inspection of the structure for hazardous materials such as asbestos, lead based paint, light ballasts, thermostats, stored chemicals, and ozone depleting chemicals.

18. Greenhouse Gas (GHG) emissions/carbon footprint

- a. GHG Quantification: For all proposed projects, provide quantification and discussion of project GHG emissions. Include additional rows in the tables as necessary to provide project-specific emission sources. Describe the methods used to quantify emissions. If calculation methods are not readily available to quantify GHG emissions for a source, describe the process used to come to that conclusion and any GHG emission sources not included in the total calculation.

The AUAR will include an estimated quantification of the following greenhouse gas (GHG) emissions associated with the proposed scenarios:

- Carbon dioxide (CO₂)
- Nitrous oxide (N₂O)
- Methane (CH₄)

The projected GHG emissions will be provided on an average annual basis using the CO₂ equivalent (CO₂e) and include the proposer's best estimate of average annual emissions over the proposed life/design service life of future development. The estimates will also include emissions from the construction and operating phases of the scenario. Emissions will be estimated using the U.S. Environmental Protection Agency's Simplified GHG Emissions Calculator (SGEC)²⁰ and will be summarized by project phase and source type.

b. GHG Assessment

- i. Describe any mitigation considered to reduce the project's GHG emissions.

The AUAR will describe potential design strategies and sustainability measures for the proposed scenarios to reduce emissions.

- ii. Describe and quantify reductions from selected mitigation, if proposed to reduce the project's GHG emissions. Explain why the selected mitigation was preferred.

The AUAR will describe and quantify reductions from selected mitigation options.

- iii. Quantify the proposed projects predicted net lifetime GHG emissions (total tons/# of years) and how those predicted emissions may affect achievement of the Minnesota Next Generation Energy Act goals and/or other more stringent state or local GHG reduction goals.

The Next Generation Energy Act requires the state to reduce greenhouse gas emissions in the state by 80 percent between 2005 and 2050 while supporting clean energy, energy

²⁰ "Simplified GHG Emissions Calculator | US EPA," US EPA, September 2024, <https://www.epa.gov/climateleadership/simplified-ghg-emissions-calculator>

efficiency, and supplementing other renewable energy standards in Minnesota. The MPCA's biennial GHG emissions reduction report from 2023 identifies strategies for reducing emissions in the three economic sectors with the highest emissions – transportation, electricity generation, and agriculture, forestry, and land use.

The AUAR will discuss the expected lifespan of the project and calculate how many estimated metric tons of CO₂ will be emitted over the project's lifespan. The proposer will evaluate implementing the sustainability measures described in the AUAR to reduce operational emissions to the extent possible. The proposed Scenarios would be built in compliance with state regulations and city code.

19. Noise

Describe sources, characteristics, duration, quantities, and intensity of noise generated during project construction and operation. Discuss the effect of noise in the vicinity of the project including 1) existing noise levels/ sources in the area, 2) nearby sensitive receptors, 3) conformance to state noise standards, and 4) quality of life. Identify measures that will be taken to minimize or mitigate the effects of noise.

AUAR Guidance: Construction noise need not be addressed in an AUAR, unless there is some unusual reason to do so. The RGU might want to discuss as part of the mitigation plan, however, any construction noise ordinances in effect.

Existing Noise

The AUAR Area is currently agricultural, rural density residential, and undeveloped land. The existing noise sources at the site consist primarily of the surrounding roadways and agricultural activities including tractors and farm equipment.

Construction Noise

As stated in the AUAR Guidance, construction noise does not need to be addressed in an AUAR unless there is some unusual reason to do so. No unusual circumstances have been identified that would necessitate a detailed construction noise analysis. The City's municipal code regulates the hours of operation for construction equipment. Construction activities are only permitted between the hours of 7:00 AM and 10:00 PM.²¹ Construction in the AUAR Area will comply with this requirement.

Traffic Generated Noise

A sound increase of 3 dBA is barely noticeable by the human ear, a 5 dBA increase is clearly noticeable, and a 10 dBA increase is heard twice as loud. For example, if the sound energy is doubled (i.e., the amount of traffic doubles), there is a 3 dBA increase in noise which is barely noticeable to most people. On the other hand, if traffic increases by a factor of 10, the resulting sound level will increase by about 10 dBA and be heard twice as loud.

Traffic volumes in the AUAR Area are either on roadways that do not have receivers that are sensitive to noise, or the traffic levels attributable to the AUAR area are well below the MPCA requirements.

Operational Noise

The City's Code of Ordinances regulates noise levels through the standards of the MPCA. As such,

²¹ "Lakeville, MN Code of Ordinances, Section 4-1-4-2", City of Lakeville, MN, accessed September 22, 2025, https://codelibrary.amlegal.com/codes/lakevillemn/latest/lakeville_mn/0-0-0-2037

all future development will be required to comply with these requirements.

No further noise analysis is anticipated in the AUAR.

20. Transportation

- a. Describe traffic-related aspects of project construction and operation. Include: 1) existing and proposed additional parking spaces, 2) estimated total average daily traffic generated, 3) estimated maximum peak hour traffic generated and time of occurrence, 4) indicate source of trip generation rates used in the estimates, and 5) availability of transit and/or other alternative transportation modes.

The information listed above will be provided in the traffic and transportation analysis that will be included in the AUAR. Coordination will occur with the City of Lakeville to determine analysis scenarios and trip generation for the traffic study. The trip generation will be calculated based on the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition.

Transit

Currently, there are no alternative transportation routes serving the AUAR Area. Metropolitan Council will be contacted during the preparation of the AUAR regarding potential to expand service to the AUAR Area based on proposed development scenarios.

Pedestrian and Bicycle Infrastructure

A shared use path is on the north side of 210th St W adjacent to the AUAR Area, and also on the south side beginning at Keswick Loop running west-east through the City of Lakeville and connecting to many other trail facilities throughout the city.

- b. Discuss the effect on traffic congestion on affected roads and describe any traffic improvements necessary. The analysis must discuss the project's impact on the regional transportation system. *If the peak hour traffic generated exceeds 250 vehicles or the total daily trips exceeds 2,500, a traffic impact study must be prepared as part of the EAW.* Use the format and procedures described in the Minnesota Department of Transportation's Access Management Manual, Chapter 5 (available at: <http://www.dot.state.mn.us/accessmanagement/resources.html>) or a similar local guidance.

AUAR Guidance: For AUAR reviews, a detailed traffic analysis will be needed, conforming to the MnDOT guidance as listed in the EAW form. The results of the traffic analysis must be used in the response to Items 16 and 17.

A traffic impact study will be completed as part of the AUAR process because the trip generation is anticipated to exceed the 250-trip peak hour threshold. The traffic impact study will be summarized and attached to the AUAR, including information on estimated traffic generation, traffic impacts, relevant information from transportation plans and traffic studies, and potential improvements and mitigation measures. The analysis will be completed for existing conditions as well as future development Scenarios 1, 2a, and 2b for the opening year of the development and the 20-year forecasted condition. The AUAR will include intersection capacity analysis for intersections adjacent to the AUAR Area and will include the review of intersection operations at site access points including access spacing and turn lane needs. The following intersections are anticipated to be included in the analysis:

- Lucerne Blvd (CR 8) & France Blvd
- 210th St (CSAH 70) & Laredo Path
- 210th St & Keswick Loop/Keokuk Ave
- 210th St & I-35 SB Ramps/Keokuk Ave
- 210th St & I-35 NB on-ramps
- 210th St & I-35 NB off-ramp/Kenrick Ave
- 225th St (CR 29) & Penn Ave
- Future proposed connections to 210th St
- Laigle Ave at City of Lakeville south boundary

- c. Identify measures that will be taken to minimize or mitigate project related transportation effects.

The AUAR will address any mitigation measures identified through the traffic analysis.

21. Cumulative potential effects

AUAR Guidance: Because the AUAR process by its nature is intended to deal with cumulative potential effects from all future developments within the AUAR area, it is presumed that the responses to all items on the EAW form automatically encompass the impacts from all anticipated developments within the AUAR area.

However, the total impact on the environment with respect to any of the items on the EAW form may also be influenced by past, present, and reasonably foreseeable future projects outside of the AUAR area. The cumulative potential effect descriptions may be provided as part of the responses to other appropriate EAW items, or in response to this item.

- a. Describe the geographic scales and timeframes of the project related environmental effects that could combine with other environmental effects resulting in cumulative potential effects.

Cumulative effects are defined in Minnesota Rule, part 4410.0200, subpart 11a as the “effect on the environment that results from the incremental effects of a project in addition to other projects in the environmentally relevant area that might reasonably be expected to affect the same environmental resources, including future projects actually planned or for which a basis of expectation has been laid, regardless of what person undertakes the other projects or what jurisdictions have authority over the projects.” The geographic areas considered for cumulative effects are those areas adjacent to the AUAR Area, and the timeframe considered includes projects that would be constructed in the reasonably foreseeable future.

- b. Describe any reasonably foreseeable future projects (for which a basis of expectation has been laid) that may interact with environmental effects of the proposed project within the geographic scales and timeframes identified above.

The AUAR will identify any additional reasonably foreseeable projects that may interact with the environmental effects of any development scenario.

- c. Discuss the nature of the cumulative potential effects and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to these cumulative effects.

The AUAR will include a discussion of potential cumulative effects associated with nearby ongoing or planned projects.

22. Other potential environmental effects

If the project may cause any additional environmental effects not addressed by items 1 to 19, describe the effects here, discuss how the environment will be affected, and identify measures that will be taken to minimize and mitigate these effects.

Any other potential environmental effects will be addressed in the AUAR.



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TO: Interested Parties (Including Minnesota Environmental Quality Board Distribution List)

FROM: Tina Goodroad
Community Development Director
City of Lakeville

DATE: November 24, 2025

SUBJECT: Final Order for the Southwest Study Area Alternative Urban Areawide Review (AUAR)

An Alternative Urban Areawide Review (AUAR) is being prepared for the proposed Southwest Study Area in Lakeville, Dakota County, Minnesota in accordance with Minnesota Rules 4410.3610, Subpart 1. The City of Lakeville is the Responsible Governmental Unit (RGU) for the AUAR. Tradition Development Corp. and Artemis Development Companies, LLC (Artemis Land Holdings, LLC) is the Proposer for the AUAR. This document constitutes a Final Order for Review of the proposed development scenarios in accordance with Minnesota Rules 4410.3610, Subp. 5a(E).

The Scoping EAW was published October 21, 2025 in the Environmental Quality Board (EQB) *Monitor* for public review and comment as part of the AUAR process pursuant to Minnesota Rules 4410.3610, Subp. 5a. The 30-day comment period expired on November 20, 2025. The attached Response to Comments for AUAR Draft Order and Scoping EAW package provides responses to all substantive comments and a copy of all comments received on the Scoping EAW by the November 20 deadline.

AUAR STUDY AREA

The AUAR Area encompasses an area totaling approximately 390.4 acres in Lakeville, Dakota County, Minnesota located immediately west of Interstate 35 (I-35), south of County State Aid Highway (CSAH) 70/210th St, and east of the City of Credit River (see Figure 1). The AUAR Area includes all or part of 21 tax parcels (see Figure 2).

PROPOSED DEVELOPMENT SCENARIOS

Two development scenarios, defined in Table 1 and Table 2, are proposed to be evaluated in the AUAR. As required for an AUAR, Scenario 1 includes the current land use guiding as adopted in the City's 2040 Comprehensive Plan (see Figure 3). Scenario 2 proposes development that is fully served by municipal services including water and sewer and identifies a mix of residential and commercial uses. Scenario 2 includes approximately 29.02 acres that the Proposer is considering for either residential or school development. These two land uses – residential and school – will be evaluated as Subareas 2a. and 2b., respectively, in the AUAR (see Figure 4).

Table 1. Scenario 1 Land Use and Residential Unit Summary

LAND USE	DWELLING UNITS/ACRE		GROSS ACRES	NET ACRES	UNITS	
UNSEWERED AREAS						
Rural Density Residential (RDR)	0.1 DU/Ac.		255.9	198.2	26	
SEWERED AREA (MUSA)	Min.	Max.			Min.	Max.
Medium/High Density Residential	5 DU/Ac	9 DU/Ac	52.3	42.5	213	383
High Density Residential	9 DU/Ac	26 DU/Ac	29.8	24.6	221	640
Commercial	-		52.1	50.3	-	
NATURAL RESOURCE AREAS						
Wetlands & Buffers	-			74.8	-	
					Min.	Max.
TOTAL			390.4	315.2	460	1,049
RESIDENTIAL DENSITY						
Unsewered Residential Density (Gross Acre Unit Calculation)	1 DU/10 Ac.		255.9		26	
	Min.	Max.			Min.	Max.
Sewered Residential Density (Net Acre Unit Calculation)	6.5 DU/Ac	15.2 DU/Ac		67.1	434	1,023

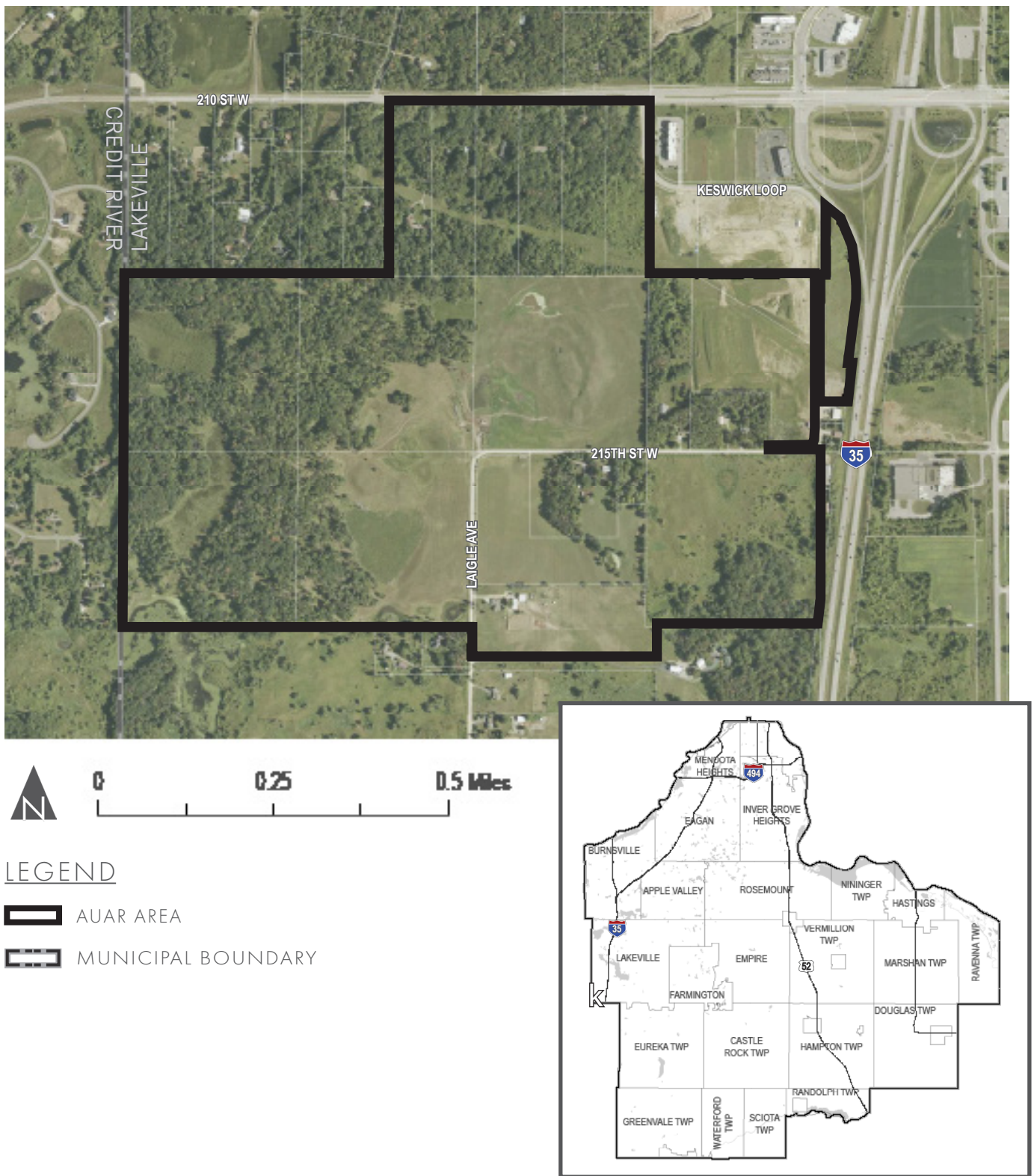
Table 2. Scenario 2 Land Use and Residential Unit Summary

		SUBAREA 2a. No-school			SUBAREA 2b. School		
LAND USE	DWELLING UNITS/Ac.	GROSS ACRES	NET ACRES	UNITS	GROSS ACRES	NET ACRES	UNITS
UNSEWERED AREAS							
Rural Density Residential (RDR)	0.1 DU/Ac.	0	0		0	0	0
SEWERED AREA (MUSA)							
Low Density Residential	2 DU/Ac.	114.7	73.7	147	114.7	73.7	147
Low/Medium Density Residential	4 DU/Ac.	130.3	116.8	467	130.3	116.8	467
Medium/High Density Residential	6 DU/Ac.	85.6	72.6	436	56.9	43.6	262
High Density Residential	16 DU/Ac.	29.8	24.6	394	29.8	24.6	394
Public/Quasi-Public (School)	-	-	-	-	29.1	29.0	-
Commercial	-	29.6	27.9	-	29.6	27.9	-
NATURAL RESOURCE AREAS							
Wetlands & Buffers	-		74.8			74.8	-
TOTAL		390.4	315.2	1,444		315.2	1,269
RESIDENTIAL DENSITY							
Subarea 2a. Residential Density	5.02 DU/Ac.		287.7	1,444			
Subarea 2b. Residential Density	4.91 DU/Ac.					258.7	1,269

ATTACHMENTS:

- Figures
- Response to Comments for AUAR Draft Order and Scoping EAW, Southwest Study Area, 11/21/2025

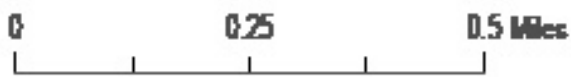
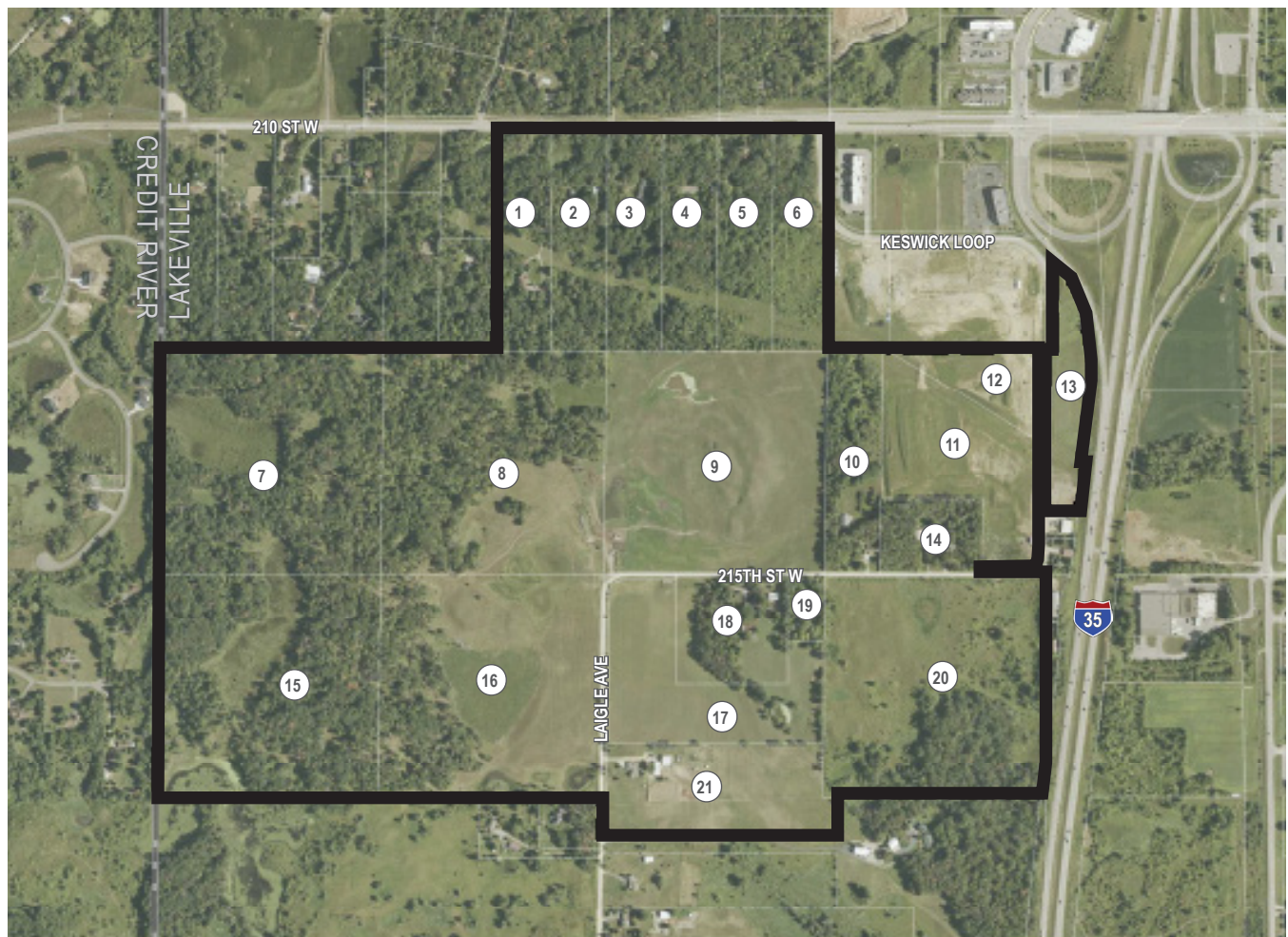
FIGURE 1. AUAR AREA



Source: Metropolitan Council, MNGEO

SOUTHWEST STUDY AREA
LAKEVILLE, MN

FIGURE 2. AUAR PARCELS



LEGEND

-  AUAR AREA
-  MUNICIPAL BOUNDARY

AUAR PARCELS

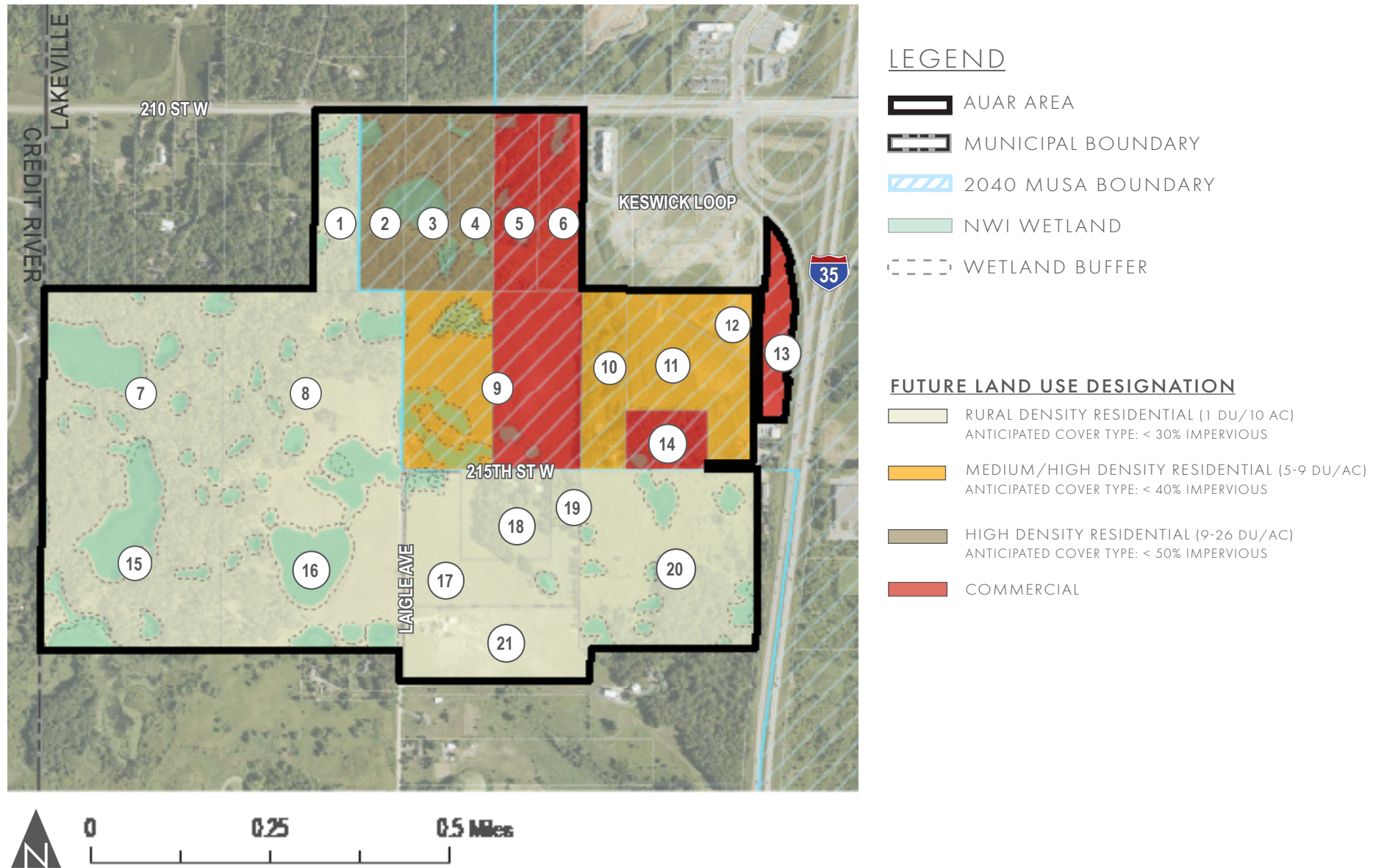
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Source: Metropolitan Council, MNGEO

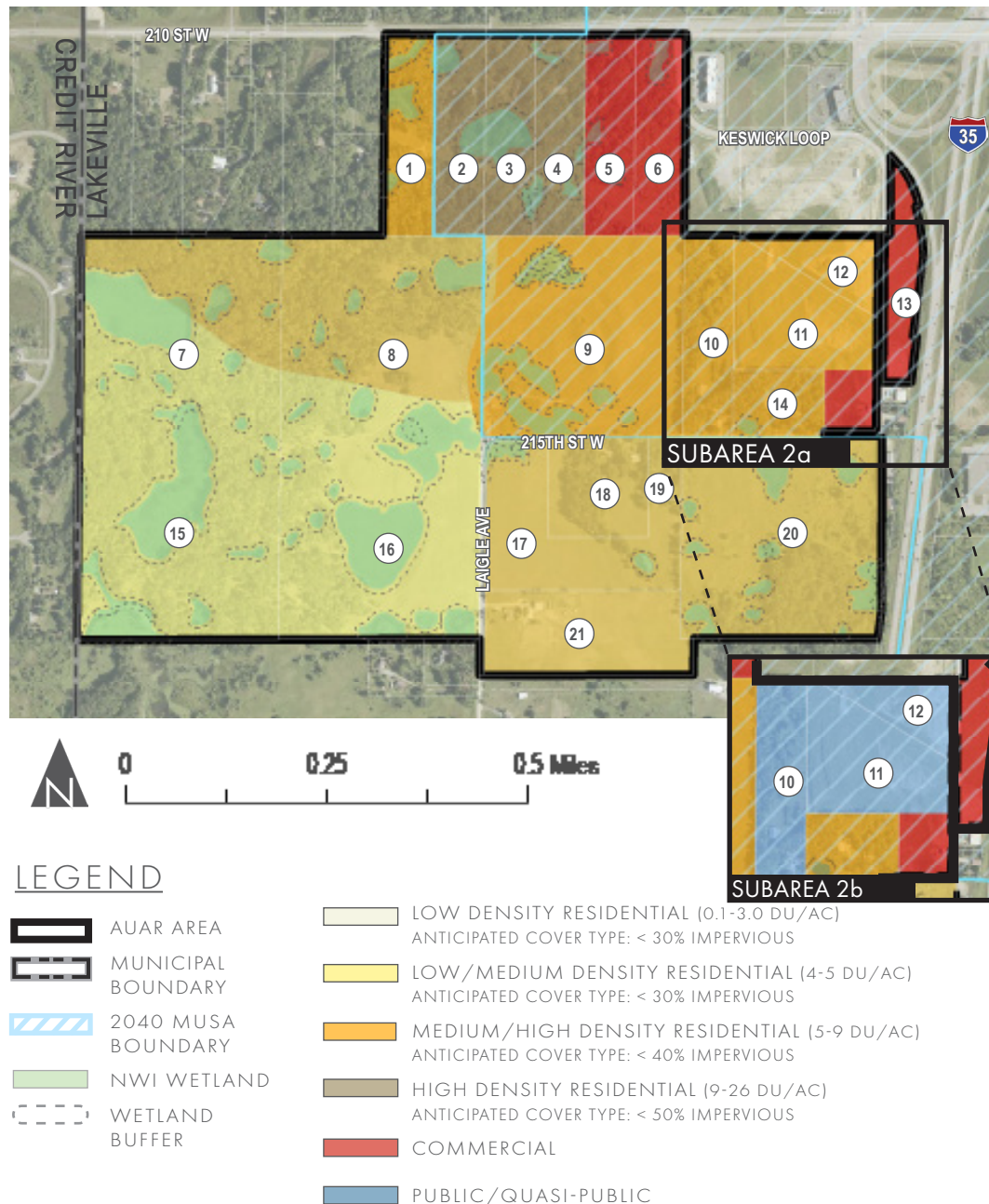
SOUTHWEST STUDY AREA
LAKEVILLE, MN

FIGURE 3. SCENARIO 1 - 2040 COMPREHENSIVE PLAN



Source: Metropolitan Council, MNGEO, NWI

FIGURE 4. SCENARIO 2 (SUBAREA 2a & 2b)



PARCEL KEY	LAND USE	GROSS ACRES
1	MEDIUM/HIGH DENSITY	10.0
2	HIGH DENSITY	10.0
3	HIGH DENSITY	9.9
4	HIGH DENSITY	9.9
5	COMMERCIAL	9.9
6	COMMERCIAL	9.9
7	LOW DENSITY	24.7
	LOW/MEDIUM DENSITY	15.4
8	LOW DENSITY	9.7
	LOW/MEDIUM DENSITY	29.5
	MEDIUM/HIGH DENSITY	0.8
9	MEDIUM/HIGH DENSITY	39.7
10	SCENARIO 2A: MEDIUM/HIGH DENSITY	10
	SCENARIO 2B: PUBLIC/QUASI-PUBLIC	
11	SCENARIO 2A: MEDIUM/HIGH DENSITY	13.5
	SCENARIO 2B: PUBLIC/QUASI-PUBLIC	
	COMMERCIAL	
12	SCENARIO 2A: MEDIUM/HIGH DENSITY	5.6
	SCENARIO 2B: PUBLIC/QUASI-PUBLIC	
13	COMMERCIAL	6.6
14	MEDIUM/HIGH DENSITY	6.0
15	LOW DENSITY	40.2
16	LOW DENSITY	40.1
17	LOW/MEDIUM DENSITY	17.1
18	LOW/MEDIUM DENSITY	10
19	LOW/MEDIUM DENSITY	2.0
20	LOW/MEDIUM DENSITY	39.7
21	LOW/MEDIUM DENSITY	16.6

Source: Metropolitan Council, MNGEO, NWI

**RESPONSE TO COMMENTS FOR
ALTERNATIVE URBAN AREAWIDE REVIEW (AUAR) DRAFT
ORDER AND SCOPING EAW**

Southwest Study Area

Lakeville, MN

November 21, 2025

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	Final Order to Prepare Draft AUAR for Southwest Study Area	

ATTACHMENT A: AGENCY COMMENTS RECEIVED

I. ADMINISTRATIVE BACKGROUND

An Alternative Urban Areawide Review (AUAR) process for the proposed Southwest Study Area in Lakeville, Dakota County, Minnesota in accordance with Minnesota Rules 4410.3610, Subpart 1 has been initiated. The City of Lakeville is the Responsible Governmental Unit (RGU) for the AUAR. Tradition Development Corp. and Artemis Development Company, LLC (Artemis Land Holdings, LLC) is the Proposer for the AUAR.

Draft Order and Scoping Environmental Assessment Worksheet (EAW)

The Scoping Environmental Assessment Worksheet (EAW) for the Southwest Study Area Alternative Urban Areawide Review (AUAR) was prepared and published for public comment in accordance with Minnesota Rules, part 4410.3610, subpart 5a. The purpose of the Scoping EAW was to provide information regarding the process, seek input on the proposed scope of analysis for the AUAR, establish the boundaries of the AUAR, and identify the development scenarios to be analyzed through the AUAR review.

Notice of Public Comment Period

The Draft Order and Scoping EAW were published on October 21, 2025, and distributed to the Environmental Quality Board (EQB) and persons and agencies on the official EQB distribution list in accordance with EQB rules.

In accordance with Minnesota Rules, the documents were made available at City Hall (20195 Holyoke Avenue, Lakeville, MN 55044), and on the City of Lakeville website at <https://lakevillemn.gov/DocumentCenter/View/18090/Notice-of-Availability-of-the-Draft-Alternative-Urban-Areawide-Review-AUAR-Order-PDF?bidId=>

The 30-day comment period concluded on November 20, 2025.

RGU Response to Comment Responsibility

Pursuant to Minnesota Rules, part 4410.3610, subpart 5c, the Responsible Governmental Unit (RGU) shall consider all timely and substantive comments received when finalizing the order for the preparation of the Draft AUAR. Substantive comments include suggesting additional development scenarios and relevant issues to be analyzed in the AUAR review. The RGU shall include in the document a section specifically responding to each timely, substantive comment received that indicates in what way the comment has been addressed which is provided in Section II.

II. RESPONSE TO COMMENTS

As summarized in Table 1, seven comment letters or emails were received from governmental agencies and no comment letters or emails were received from citizens on the Scoping EAW during the Public Comment Period which commenced October 21 and ended on November 20, 2025. Comments

received by these agencies and the public are summarized below by the commenter and subject matter. Copies of all comment letters and email are provided in the Attachments to this report.

Table 1. Draft Order and Scoping Document Comments

Agency/Organization/Citizen	Letter Dated	Signatory
Agency/Organization Comments		
Minnesota Department of Health	10/27/2025	Anneka Munsell, Source Water Protection District Hydrologist
Minnesota Department of Agriculture	11/10/2025	Mike Zastoupil, Agricultural and Food Systems Planner
MN State Historic Preservation Office	11/16/2025	Kelly Gragg-Johnson, Environmental Review Specialist
Dakota County, Physical Development Division	11/17/2025	Georg Fischer, Director
Metropolitan Council	11/20/2025	Angela Torres, Senior Manager Local Planning Assistance
MN Department of Natural Resources	11/20/2025	Melissa Collins, Regional Environmental Assessment Ecologist
National Park Service	11/20/2025	Holly Henriksen, Planner
Citizen Comments		
None		

a. Agency/Organization Comments and Responses

Agency	Commenter	Date	Topic/Item	Summary of Comments	Response
Minnesota Department of Health	Anneka Munsell, Source Water Protection District Hydrologist	10/27/2025	Item 11. Geology, Soils, and Topography/Landforms	Section 11.a when discussing bedrock geology it is important to note that the referenced map describes the uppermost bedrock. The Shakopee Formation is present throughout the site, but is overlain by the Saint Peter in areas.	Comment noted. The AUAR will include information about the stratigraphy of bedrock in the AUAR Area.
			Item 12. Water Resources	Section 12.a.ii discussing groundwater should identify locations of likely wells. This includes places where people live or work that are not connected to municipal or other public water supply.	Comment noted. The AUAR will include a map and table describing locations and depths of nearby wells.
				Section 12.b.iii should describe potential impacts on Lakeville’s Drinking Water Supply Management Area due to additional withdrawals and/or wells. Additionally, the project area has a history of well interferences. The AUAR should discuss potential impacts to private well owners and mitigation strategies due to increased demand.	Comment noted. The AUAR will address potential impacts on the DWSMA and impacts to nearby wells.
Minnesota Department of Agriculture	Mike Zastoupil, Agricultural and Food Systems Planner	11/10/2025	Item 10. Land Use	- We encourage the planning processes involved in guiding future land use change to consider the benefits of incorporating local food production in plans for future development. - Small-scale commercial farms are important small businesses that provide a variety of fresh food to local markets through direct sales to consumers or through sales to schools, restaurants, and retail stores. In areas proposed for industrial, light industrial, or low-density residential uses, these small businesses can be economically successful on small parcels of ‘leftover’ land that are oddly shaped or too small for other forms of development. - Recreational local food production typically takes the form of community gardens, often incorporated into park and open space areas within residential areas. - MDA believes that opportunities exist for the inclusion of local food production within <i>the Southwest Study Area AUAR</i>. For example, the areas identified as Rural Density Residential in Scenario 1 could provide opportunity for small-scale commercial food production on a scale that fits within the proposed 1 DU/10 Acre density for this land use area. - In addition, we believe that community gardens could easily be incorporated into either scenario. This type of recreational use can be accommodated in open space, parks, and other recreational areas that would be included in any of the higher density residential zoning districts. - Finally, setting aside land for local food production in your Southwest Study Area can help Lakeville achieve more steps and stars in the Green Step Cities program through Best Practice #27: Local Food.	Comments noted.
MN State Historic Preservation Office	Kelly Gragg-Johnson, Environmental Review Specialist	11/16/2025	Item 15. Historic Properties	Due to the nature and location of the proposed development, we recommend that a Phase I archaeological survey be completed. The survey must meet the requirements of the Secretary of the Interior's Standards for Identification and Evaluation and should include an evaluation of National Register eligibility for any properties that are identified.	Comment noted.

Agency	Commenter	Date	Topic/Item	Summary of Comments	Response
Dakota County, Physical Development Division	Georg Fischer, Director	11/17/2025	Item 20. Transportation	The Transportation Section indicates relevant information will be included during the AUAR process and that coordination with the city will occur to determine analysis scenarios and trip generation estimates. Transportation Staff recommends that coordination also includes the County to ensure a comprehensive and regionally consistent approach to transportation planning and analysis.	Comment noted. Dakota County will be included in AUAR coordination regarding transportation planning.
			Item 13. Contamination/hazardous materials/wastes	Environmental Resources conducted an environmental review of the subject area relating to the Southwest Area Scoping AUAR request from the city of Lakeville. Known or suspected sites of environmental concern were identified on and adjacent to the subject property.	Comment noted. The known or suspected sites of environmental concern provided by Dakota County staff will be noted in the AUAR.
			Item 9. Permits and approvals required	Remove “well abandonment” after Minnesota Department of Health. Dakota County has delegated authority from MDH for regulation of water wells, environmental wells and dewatering wells. Therefore, all well sealing permits would need to go through the county, not MDH. If additional wells are constructed to support the proposed rural residential area (and wells are not considered part of a community public water supply) the well permits would go through the county. Please adjust Table 5 accordingly.	Comment noted. Table 5 will be updated to reflect that Dakota County has authority for regulation of water wells.
			Item 12. Water resources	12.a.ii. Groundwater and Table 11 (page 23). Dakota County has conducted extensive drinking water studies throughout the county. Private well data for Lakeville is available at www.co.dakota.mn search on “community focused”. Please note, groundwater in and around the proposed study area does have arsenic above laboratory detection levels (no amount of arsenic is considered safe). This is a consideration for all future drinking water supply wells.	Comment noted. Information about County drinking water studies and private well data will be included in the AUAR.
				Any well not in use is required to be sealed according to the MDH well sealing requirements and the Dakota County Delegated Well Program. The MPCA is not involved with the sealing of wells. If any wells are no longer needed, they should be sealed by a licensed well contractor. If redevelopment is planned, crews should be notified of the presence of any wells throughout the area and any wells encountered should be protected from damage and contamination. If any undocumented wells are discovered during site visits and/or during redevelopment, they should be examined by a licensed well contractor or a Dakota County well inspector to determine the status. A magnetometer is the best and sometimes only way to locate wells that are below grade. Dakota County can help locate and mark wells using a magnetometer by calling 952-891-7537. Magnetometers work best on a clear site free from large metal obstructions. A Dakota County well inspector must be present during any well searches in order to legally rule out the presence of a well. Information about property transfer requirements as they pertain to wells is available on our webpage at https://www.co.dakota.mn.us/HomeProperty/SellingProperty/WellRequirements. If a real estate sale is occurring, it is in the interest of both parties that a well disclosure be filed if appropriate and any well compliance issues be resolved. State Statute 103I Section 235 Subdivision 2 states, "Unless the buyer and seller agree to the contrary, in writing, before the closing of the sale, a seller who fails to disclose the existence or known status of a well at the time of sale and knew or had reason to know of the existence or known status of the well, is liable to the buyer for costs relating to sealing of the well and reasonable attorney fees for collection of costs	Comment noted. This information regarding well sealing and undocumented wells will be included in the AUAR.

Agency	Commenter	Date	Topic/Item	Summary of Comments	Response
				from the seller, if the action is commenced within six years after the date the buyer closed the purchase of the real property where the well is located."	
				County Well Inspectors reviewed the previous audits, historic plat maps, sanborns, historic aerial photography, well construction records, well sealing records and/or well disclosure statements that Dakota County has available for the study area. Six documented wells are mentioned in the draft, as well as undocumented wells on six parcels.	Comment noted. Information about undocumented wells will be included in the AUAR.
				Department of Natural Resources published a map titled Pollution Sensitivity of Near-Surface Materials. The Study Area is mapped as either as low or moderately sensitive to pollution. The map of the sensitivity to groundwater pollution is based on characteristics of rock and sediment known to overlie the Prairie du Chien-Jordan bedrock aquifers. Due to the vulnerability of the groundwater to contamination, efforts should be made to minimize the use of chemicals on the Study Area. Lawn care fertilizers and herbicides can impact the groundwater and drinking water aquifers. Providing thick, quality topsoil and a subsequent inspection to verify that it was provided in areas for lawn and landscaping is recommended. To reduce the need for chemicals and irrigation, plant native, drought tolerant landscape plants and tall fescue for lawn areas.	Comment noted. Recommendations will be noted in the AUAR.
			Item 12. Water Resources, Item. 7 Climate adaptation and resilience	Development will increase the amount of impervious surface and increase winter maintenance deicing salt use on additional roads and parking lots. It is recommended that the city implement a chloride management plan for the Study Area. Consider requiring winter-smart design of parking lots to reduce deicing salt use and its impacts to aquatic life and water quality. Keep the angle of the sun in mind to ensure it reaches and melts critical icy patches. Consider the direction of prevailing winter wind to prevent drifting snow, plant trees to create a living snow fence. Implement pavement alternatives such a permeable pavement. Minimize the flow of meltwater across roads and parking lots to mitigate refreezing across roads to reduce the need for deicing salt.	Comment noted. The AUAR will investigate chloride usage and impacts under development scenarios to evaluate need for snow/chloride management plans.
Metropolitan Council	Mackenzie Young-Walters	11/20/2025	Item 7. Climate adaptation and resilience	The proposed scope of discussion for the climate item identifies appropriate resources for projecting climate trends and the proposed discussion of adaptation strategies is appropriate. The presence of numerous wetlands throughout the site may justify a more robust discussion of and mitigation strategy for precipitation and flood risk trends than would ordinarily be required.	Comment noted. The AUAR will address potential for flood risk.
			Item 18. Greenhouse gas emissions/carbon footprint	The proposed scope of discussion for the Green House Gas Emissions/Carbon Footprint item is adequate, though the proposer should be sure to discuss the different emissions profile and mitigation measures for Scenario 2's Subarea 2a and 2b. No unique features are present that require any extraordinary GHG/mitigation considerations.	Comment noted. The different emissions profiles and mitigation measures for Scenario 2's subareas will be discussed in the AUAR.
	Patrick Boylan		Item 10. Land Use	The AUAR should acknowledge the presence of aggregate resources on the site and any relevant policy relating to these resources contained in the City's comprehensive plan.	Comment noted. The AUAR will acknowledge aggregate resources and discuss relevant policies with respect to development on the site.
	Todd Graham		Item 10. Land Use	The development proposed in the AUAR may include up to 1,434 housing units: part in the current decade, the balance in the next decade. If this development proceeds, Council staff expect this would advance Lakeville to 28,500 – 28,700	Comment noted. Forecast adjustments will be addressed as part

Agency	Commenter	Date	Topic/Item	Summary of Comments	Response
				households by 2030. The Council’s most recent forecast is 28,100 households in 2030. Council staff have previously communicated to Lakeville that Met Council “will require a forecast adjustment with any subsequent Plan Amendment that would expand housing capacity.” Council staff recommend a forecast adjustment of +400 to +600 households to all timepoints. The exact adjustments should be discussed in coordination with a Plan Amendment for the subject site.	of the Comprehensive Plan amendment process.
	Roger Janzig		Item 12. Water Resources - wastewater	The AUAR states that the existing City sanitary sewer system will be evaluated to determine if there is adequate capacity to convey the wastewater and what mitigation measures including extension and upgrades are necessary to serve the AUAR. This should be included in the final AUAR.	Comment noted. The AUAR will evaluate capacity of the wastewater system, and necessary extensions and upgrades to serve the AUAR Area.
	Lanya Ross		Item 7. Climate adaptation and resilience	In the Climate adaptation and resilience section (page 9), the City should consider how changing climate including extreme weather events like heatwaves and drought may affect water demands, while identifying opportunities to promote efficient water use and conservation of source waters. These may include drought tolerant landscaping with native species, limiting or removing irrigated areas, utilizing smart technologies and appliances that improve water use efficiency.	Comment noted.
			Item 8. Cover Types, Item 12. Water Resources	The Cover types section (page 11) notes that further analysis and detail of existing and proposed cover types within the AUAR Area will be provided in the AUAR. This analysis should support discussion in the AUAR about how changes in land use and land cover including increases in impervious surfaces could impact infiltration, recharge, and groundwater connections with nearby wetlands and surface waters.	Comment noted. The AUAR will discuss how land use and land cover changes may impact infiltration, recharge, and groundwater connections to nearby wetlands and surface waters.
			Item 12. Water Resources	- The section on Geology, Soils, and topography (page 19) notes the presence of sand and gravel sediments in portions of the AUAR Area and proposes that the AUAR will discuss any limitations of these features for future development and effects of development on these features. Include information about measures to mitigate potential groundwater pollution, given the sensitivity of near surface materials in parts of the AUAR Area. - The Draft AUAR Order and Scoping Document does include information about wells located in and around the proposed Southwest Study Area development (Table 11 and Figure 12). The Groundwater section of the document (page 23) and the Water appropriation section (page 27) note that “wells that will not have a future use ... to be properly sealed by a licensed well contractor prior to redevelopment of the affected parcel.” However, the document does not discuss how a decision will be made about whether a well will have a future use. Please include more information about what future uses for existing wells may be under the different scenarios. - The Water appropriation section (page 27) notes that the water supply for the AUAR area will be obtained from the City of Lakeville and that the AUAR will evaluate the existing and proposed infrastructure needs and the viability of supplementing City water with alternative water sources if applicable. This evaluation should include looking at a range of water demand for each proposed development scenario to provide information so that decision makers can make well informed decisions about water supply impacts when specific development projects are proposed.	Comment noted. The AUAR will include information about measures to mitigate potential groundwater pollution. Information about how decisions will be made about future use of wells will be included in the AUAR. The AUAR will evaluate a range of water demands for each proposed development scenario.

Agency	Commenter	Date	Topic/Item	Summary of Comments	Response
			General	The AUAR proposes a scenario based on the City's 2040 Comprehensive Plan (Proposed development scenarios section, page 1). However, new regional and local forecasts, policies, and system plans through 2050 were released this year. This updated information should be acknowledged and a plan to incorporate it should be made as work in the AUAR Area evolves.	Comment noted.
Minnesota Department of Natural Resources	Melissa Collins, Regional Environmental Assessment Ecologist	11/20/2025	Item 12. Water Resources - stormwater	The DNR recommends that stormwater be used for the irrigation of the 15 acres of landscaping. The re-use of stormwater for irrigation would reduce the volume of stormwater and stormwater pollution flowing downstream of the site and would conserve valuable groundwater for homes.	Comment noted. The AUAR will consider stormwater re-use for irrigation.
			Item 12. Water Resources – water appropriation	A DNR Water Appropriation Permit is required if the water pumped exceeds 10,000 gallons in a day, or one million gallons in one year. The DNR General Permit for Temporary Appropriation, with its lower permit application fee and reduced time for review, may be used for the dewatering if the dewatering volume is less than 50 million gallons and the time of the appropriation is less than one year.	Comment noted. The requirements for a DNR Water Appropriation Permit will be included in the AUAR.
			Item 14. Fish, wildlife, plant communities, and sensitive ecological resources (rare features)	- Please note that a Natural Heritage Review (NHR) letter was issued on October 29, 2025, and is attached here for your convenience. Please incorporate the information, recommendations, and requirements from the NHR letter into the upcoming Draft AUAR. - The AUAR should discuss the extent of tree clearing that will occur under both scenarios. We recommend minimizing tree clearing as much as possible to retain wildlife habitat in this more urban setting. Even if the Minnesota Biological Survey ranks the project area "Below" in biodiversity significance, these sites may still include areas of conservation value at the local level, such as habitat for native plants and animals, corridors for animal movement, buffers surrounding higher-quality natural areas, areas with high potential for restoration of native habitat, or open space. The AUAR should also discuss any relevant tree preservation ordinances and tree replacement plans. - We recommend that native seed mixes and plants be used in project stormwater features and landscaping to the greatest degree feasible to provide habitat for pollinators, including the federally endangered rusty patched bumblebee. Native plants also require less soil inputs and irrigation than traditional landscaping.	Comments noted. Contents of the NHR letter will be incorporated into the AUAR. The AUAR will discuss the extent of tree clearing under both scenarios, and any relevant tree preservation ordinances and tree preservation plans.
			Item 17. Air	If water for dust control is taken from a non-municipal well, a lake, or a stream, then a DNR Water Appropriation Permit is required if the volume of water taken exceeds 10,000 gallons in a day, or one million gallons of water in a year. Please do not use products containing chloride for dust suppression. Chloride released into the environment does not break down, but instead accumulates to levels that are toxic to plants and wildlife.	Comment noted.
National Park Service	Holly Henriksen, Planner	11/20/2025	General	The Southwest Study Area AUAR in Lakeville is outside of the administrative boundaries of the Mississippi National River and Recreation Area. So, we will not be providing any comments on this project.	Comment noted.

III. REVISIONS TO DRAFT ORDER

a. Revisions to Scoping EAW for the Southwest Study Area AUAR

The following summary of revisions based on public comment are incorporated into the final scoping EAW. The modified scoping is reflected within the Final Order for preparation of the draft AUAR.

Item 2. Proposer

Corrected proposer title to “Tradition Development Corp. and Artemis Development Company, LLC (Artemis Land Holdings, LLC)”

Item 9. Permit and approvals required

Table 5. Anticipated Permits and Approvals – move “Well abandonment” from Minnesota Department of Health jurisdiction to Dakota County jurisdiction

Item 12. Water resources

a.ii. Groundwater – Added, “Abandonment must meet MDH well-sealing requirements and the Dakota County Delegated Well Program. Construction crews should be notified of the presence of any wells throughout the area and any wells encountered should be protected from damage and contamination. If any undocumented wells are discovered during site visits and/or during redevelopment, they should be examined by a licensed well contractor or Dakota County well inspector to determine the status.

IV. RECORD OF DECISION

Based on the Response to Comments, Comments Received and modified scoping, the City of Lakeville adopts the Resolution under separate cover for Final Order to prepare the Draft Alternative Urban Areawide Review (AUAR) for the Southwest Study Area with the Scenarios as identified within the Scoping EAW.

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION ORDERING PREPARATION OF AN ALTERNATIVE URBAN
AREAWIDE REVIEW (AUAR) FOR THE SOUTHWEST STUDY AREA**

WHEREAS, Minnesota Rules 4410.3610 Subp. 5a requires an Alternative Urban Areawide Review (AUAR) order to initiate scoping if a specific development project proposed in an AUAR area exceeds the EIS threshold set forth in Minnesota Rules 4410-4400, Subparts 14 and 14a, or if the specific project covers at least 50% of the AUAR area; and

WHEREAS, the Southwest Study Area includes a development proposal that exceeds these thresholds; and

WHEREAS, a draft AUAR Order was prepared and distributed to all persons and agencies on the official Environmental Quality Board (EQB) distribution list and other interested parties in order to solicit additional scenarios or relevant issues to be analyzed in the AUAR; and

WHEREAS, on October 21, 2025, the Draft AUAR Order and Scoping for Large Projects was publicly noticed in the EQB Monitor, announcing the Draft Order, commencing the 30-day public comment period, and the process for submitting comments; and

WHEREAS, the 30-day comment period ended November 20, 2025 at 4:00 p.m., and the City of Lakeville received comments from seven public agencies; and

WHEREAS, none of the comments on the Draft AUAR suggested additional development scenarios to be analyzed in the AUAR and all comments can be addressed within the scope of the Draft AUAR.

WHEREAS, staff have reviewed all comments received during the comment period, prepared responses, and incorporated applicable changes into the scope of the Draft AUAR.

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

1. The City Council hereby accepts the Response to Comments for AUAR Draft Order and Scoping EAW including public comments received during the official Public Comment Period contained in the City Council packet, and the same incorporated herein by reference;
2. The City Council hereby orders the preparation of a Draft Alternative Urban Areawide Review for the Southwest Study Area for the development scenarios identified in the Scoping EAW; and

3. The City Council hereby orders the preparation of the Draft AUAR for review, distribution, and approval, in accordance with Minnesota Rules, Part 4410.3610, by the City of Lakeville as the RGU.

ADOPTED by the Lakeville City Council on this 1st day of December 2025.

CITY OF LAKEVILLE:

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

A faint, light green topographic map with contour lines is visible in the background of the header section.

ATTACHMENT A

AGENCY COMMENTS RECEIVED



Protecting, Maintaining and Improving the Health of All Minnesotans

October 27, 2025

Tina Goodroad
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Dear Tina Goodroad,

Thank you for providing the Minnesota Department of Health (MDH) with the opportunity to comment on the Draft Alternative Urban Areawide Review (AUAR) Order and Scoping Document for Southwest Study Area in Lakeville. The mission of MDH is to protect, maintain, and improve the health of all Minnesotans. The careful planning and development of projects such as this one supports this mission and is an important step in ensuring health in all policies.

MDH has the following comments for this scoping document:

Section 11.a when discussing bedrock geology it is important to note that the referenced map describes the uppermost bedrock. The Shakopee Formation is present throughout the site, but is overlain by the Saint Peter in areas.

Section 12.a.ii discussing groundwater should identify locations of likely wells. This includes places where people live or work that are not connected to municipal or other public water supply.

Section 12.b.iii should describe potential impacts on Lakeville's Drinking Water Supply Management Area due to additional withdrawals and/or wells. Additionally, the project area has a history of well interferences. The AUAR should discuss potential impacts to private well owners and mitigation strategies due to increased demand.

Health starts where we live, learn, work, and play. To create and maintain healthy Minnesota communities, we must think in terms of health in all policies. Thank you again for the opportunity to provide comments on this AUAR Order and Scoping Document for Southwest Study Area in Lakeville. Feel free to contact Anneka Munsell at (651) 201-5841 or anneka.munsell@state.mn.us if you have any questions regarding this letter.

Sincerely,

Anneka Munsell, PE
Source Water Protection District Hydrologist
Environmental Health Division
Minnesota Department of Health
PO Box 64975
Saint Paul, MN 55164-0975
www.health.state.mn.us

Copied:

David Bell, MDH, Environmental Review Coordinator
John Woodside, MDH, Hydrologist Supervisor
Steve Robertson, MDH, Source Water Protection Manager
Abby Shea, MDH, Source Water Protection Planner

November 10, 2025

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

RE: Southwest Study Area Alternative Urban Areawide Review

Dear Ms. Goodroad:

The Minnesota Department of Agriculture (MDA) appreciates the opportunity to comment on the proposed Southwest Study Area AUAR.

Background

MDA has historically played a significant role in the preservation of agriculture as an industry and a vocation, as well as preserving the farmland that is the natural resource base of agriculture. We recognize that land use change is inevitable especially in proximity to urban areas. None the less, agricultural production, in particular, food crops, can provide essential economic and health benefits to urban communities. We encourage the planning processes involved in guiding future land use change to consider the benefits of incorporating local food production in plans for future development.

Local Food Production

MDA recognizes that planning projects, such as AUARs, envision the future needs of a community and express that vision through potential land-use plans, often at the expense of existing agriculture. However, while large-scale commodity crop agriculture may no longer be a viable land-use in future scenarios, we do believe that local food production can be viable and should be considered for inclusion in future land-use plans.

Local food production is an umbrella term for a wide variety of activities that can be classified as either small-scale commercial or recreational. Small-scale commercial farms are important small businesses that provide a variety of fresh food to local markets through direct sales to consumers or through sales to schools, restaurants, and retail stores. In areas proposed for industrial, light industrial, or low-density residential uses, these small businesses can be economically successful on small parcels of 'leftover' land that are oddly shaped or too small for other forms of development.

Recreational local food production typically takes the form of community gardens, often incorporated into park and open space areas within residential areas. Community gardens can improve residents' diet, physical fitness, mental health, and social connectedness, and can even improve public safety and raise nearby property values.

Opportunities within the Southwest Study Area AUAR

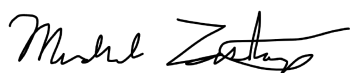
MDA believes that opportunities exist for the inclusion of local food production within *the Southwest Study Area AUAR*. For example, the areas identified as Rural Density Residential in Scenario 1 could provide opportunity for small-scale commercial food production on a scale that fits within the proposed 1 DU/10 Acre density for this land use area. Many local food producers have operations that provide economically meaningful production on parcels this size or smaller and provide opportunity for a home onsite. Additionally, the visual character of these small farming operations would blend with the intended rural character of this type of zoning district. It might require some thoughtful consideration of the zoning ordinances and permitted land uses within this zoning district, but it has been successfully accomplished in other cities such as in Minneapolis, St. Paul, and Maplewood.

In addition, we believe that community gardens could easily be incorporated into either scenario. This type of recreational use can be accommodated in open space, parks, and other recreational areas that would be included in any of the higher density residential zoning districts. While community gardens aren't normally considered economic opportunities, they do provide a wide range of recreational and public health benefits. If the school scenario is chosen, the MDA recommends including space for a school garden to support Farm to School programming and related educational opportunities.

Finally, setting aside land for local food production in your Southwest Study Area can help Lakeville achieve more steps and stars in the GreenStep Cities program through Best Practice #27: Local Food.

If you have any questions about MDA's comments, or would like additional information about local food production, please feel free to contact me.

Sincerely,



Michael Zastoupil

Agricultural and Food Systems Planner

Energy and Environment Section

651-201-6369

michael.zastoupil@state.mn.us

cc: Stephen Roos, Environmental Planner

Megan Lennon, Energy & Environment Section Supervisor

November 16, 2025

Tina Goodroad
Community Development Director
City of Lakeville
tgoodroad@lakevillemn.gov

RE: Southwest Study Area AUAR Draft Scoping Document
Lakeville, Dakota County
SHPO Number: 2026-0019

Dear Tina Goodroad:

Thank you for providing this office with a copy of the Southwest Study Area AUAR Draft Scoping Document.

Due to the nature and location of the proposed development, we recommend that a Phase I archaeological survey be completed. The survey must meet the requirements of the Secretary of the Interior's Standards for Identification and Evaluation and should include an evaluation of National Register eligibility for any properties that are identified. For a list of consultants who have expressed an interest in undertaking such surveys, please visit the website preservationdirectory.mnhs.org, and select "Archaeologists" in the "Specialties" box.

We will reconsider the need for survey if the development area can be documented as previously surveyed or disturbed. Any previous survey work must meet contemporary standards. **Note:** plowed areas and right-of-way are not automatically considered disturbed. Archaeological sites can remain intact beneath the plow zone and in undisturbed portions of the right-of-way.

Please note that this comment letter does not address the requirements of Section 106 of the National Historic Preservation Act of 1966 and 36 CFR § 800. If this project is considered for federal financial assistance, or requires a federal permit or license, then review and consultation with our office will need to be initiated by the lead federal agency. Be advised that comments and recommendations provided by our office for this state-level review may differ from findings and determinations made by the federal agency as part of review and consultation under Section 106.

If you have any questions regarding our review, please contact me at kelly.graggjohnson@state.mn.us.

Sincerely,

Kelly Gragg-Johnson

Kelly Gragg-Johnson
Environmental Review Specialist



October 17, 2025

Tina Goodroad
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Thank you for the opportunity to review the Draft Alternative Urban Areawide Review (AUAR) Order and Scoping Document for the proposed Southwest Study Area in Lakeville, MN in Lakeville. County Physical Development staff reviewed the document and offer the following comments.

Transportation

The Transportation Section indicates relevant information will be included during the AUAR process and that coordination with the city will occur to determine analysis scenarios and trip generation estimates. Transportation Staff recommends that coordination also include the County to ensure a comprehensive and regionally consistent approach to transportation planning and analysis.

Environmental Resources

Environmental Resources conducted an environmental review of the subject area relating to the Southwest Area Scoping AUAR request from the city of Lakeville. Known or suspected sites of environmental concern were identified on and adjacent to the subject property. The following items were identified:

- Steve Hartmann Farm – MPCA ID 037-127989 Feedlot located at 21750 Laigle Ave, Lakeville MN (<https://webapp.pca.state.mn.us/wimn/site/258024>)
- Lakeville Collision Inc – automotive body, paint, interior repair – hazardous waste generator, air quality permit located at 21480 Keokuk Ave, Lakeville MN (<https://webapp.pca.state.mn.us/wimn/site/24451>)
- Automotive Enginuity, DC Generator ID 2255
- H&H Automotive, Dakota County Generator ID 2611 - out of business
- Northern Natural Gas Pipelines are present across the northern parcels

Table 5. Anticipated Permits and Approvals.

Remove “well abandonment” after Minnesota Department of Health. Dakota County has delegated authority from MDH for regulation of water wells, environmental wells and dewatering wells. Therefore, all well sealing permits would need to go through the county, not MDH. If additional wells are constructed to support the proposed rural residential area (and wells are not considered part of a community public water supply) the well permits would go through the county. Please adjust Table 5 accordingly.

Physical Development Division

P 952-891-7000 **F** 952-891-7031 **W** www.dakotacounty.us
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12.a.ii. Groundwater and Table 11 (page 23). Dakota County has conducted extensive drinking water studies throughout the county. Private well data for Lakeville is available at www.co.dakota.mn search on “community focused”. Please note, groundwater in and around the proposed study area does have arsenic above laboratory detection levels (no amount of arsenic is considered safe). This is a consideration for all future drinking water supply wells.

Any well not in use is required to be sealed according to the MDH well sealing requirements and the Dakota County Delegated Well Program. The MPCA is not involved with the sealing of wells. If any wells are no longer needed, they should be sealed by a licensed well contractor. If redevelopment is planned, crews should be notified of the presence of any wells throughout the area and any wells encountered should be protected from damage and contamination. If any undocumented wells are discovered during site visits and/or during redevelopment, they should be examined by a licensed well contractor or a Dakota County well inspector to determine the status. A magnetometer is the best and sometimes only way to locate wells that are below grade. Dakota County can help locate and mark wells using a magnetometer by calling 952-891-7537. Magnetometers work best on a clear site free from large metal obstructions. A Dakota County well inspector must be present during any well searches in order to legally rule out the presence of a well. Information about property transfer requirements as they pertain to wells is available on our webpage at <https://www.co.dakota.mn.us/HomeProperty/SellingProperty/WellRequirements>. If a real estate sale is occurring, it is in the interest of both parties that a well disclosure be filed if appropriate and any well compliance issues be resolved. State Statute 103I Section 235 Subdivision 2 states, "Unless the buyer and seller agree to the contrary, in writing, before the closing of the sale, a seller who fails to disclose the existence or known status of a well at the time of sale and knew or had reason to know of the existence or known status of the well, is liable to the buyer for costs relating to sealing of the well and reasonable attorney fees for collection of costs from the seller, if the action is commenced within six years after the date the buyer closed the purchase of the real property where the well is located."

County Well Inspectors reviewed the previous audits, historic plat maps, sanborns, historic aerial photography, well construction records, well sealing records and/or well disclosure statements that Dakota County has available for the study area. Six documented wells are mentioned in the draft. In addition, the following parcels have habitation and likely undocumented wells:

- 11625 215TH ST W. For this address, the property has already been demolished and two limited well searches were conducted at different stages of the demolition. Due to the age of the property (1890), more than one well is still likely but only one was found and sealed in 2022. Because there have already been two searches, Dakota County is limiting its recommendation to looking out for another unsealed well during redevelopment instead of requiring another full magnetometer survey.
- 11625 215TH ST W
- 11850 210TH ST W
- 11980 210TH ST W
- 11850 215TH ST W
- Taxpin 220350006010. For this parcel, there is no address listed but habitation including a windmill is visible on 1937-2024 air photos. A well search (possibly using Dakota County’s magnetometer) should be conducted at this site as soon as possible and should include a Dakota County well inspector.

Department of Natural Resources published a map titled Pollution Sensitivity of Near-Surface Materials. The Study Area is mapped as either as low or moderately sensitive to pollution. The map of the sensitivity to groundwater pollution is based on characteristics of rock and sediment known to overlie the Prairie du Chien-Jordan bedrock

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aquifers. Due to the vulnerability of the groundwater to contamination, efforts should be made to minimize the use of chemicals on the Study Area. Lawn care fertilizers and herbicides can impact the groundwater and drinking water aquifers. Providing thick, quality topsoil and a subsequent inspection to verify that it was provided in areas for lawn and landscaping is recommended. To reduce the need for chemicals and irrigation, plant native, drought tolerant landscape plants and tall fescue for lawn areas.

Development will increase the amount of impervious surface and increase winter maintenance deicing salt use on additional roads and parking lots. It is recommended that the city implement a chloride management plan for the Study Area. Consider requiring winter-smart design of parking lots to reduce deicing salt use and its impacts to aquatic life and water quality. Keep the angle of the sun in mind to ensure it reaches and melts critical icy patches. Consider the direction of prevailing winter wind to prevent drifting snow, plant trees to create a living snow fence. Implement pavement alternatives such as permeable pavement. Minimize the flow of meltwater across roads and parking lots to mitigate refreezing across roads to reduce the need for deicing salt.

Please contact Environmental Resources at 952-891-7000 or environ@co.dakota.mn.us with questions or if additional information is needed.

If you have any questions relating to our comments, please contact me at 952-891-7007 or Georg.Fischer@co.dakota.mn.us

Sincerely,

A handwritten signature in blue ink, appearing to read 'Georg T. Fischer', is positioned above the typed name.

Georg T. Fischer, Director
Physical Development Division

cc: Commissioner Mary Liz Holberg, District 6
Heidi Welsch, County Manager

Physical Development Division

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November 20, 2025

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

RE: City of Lakeville – Alternative Urban Areawide Review (AUAR) – Southwest Study Area
Metropolitan Council Review File No. 23142-1
Metropolitan Council District No. 16

Dear Tina Goodroad:

The AUAR study area encompasses 390.4 acres located generally south of 210th Street West, west of Interstate 35, and east of the City of Credit River. The Draft AUAR proposes 2 scenarios, with Scenario 2 having subareas 2a and 2b. Scenario 1 proposes the development of roughly 255.9 acres of Rural Density Residential, 52.3 acres of Medium/High Density Residential, 29.8 acres of High Density Residential, and 52.1 acres of Commercial. Scenario 2a proposes 0 acres of Rural Residential, instead seeing 114.7 acres of Low Density Residential, 130.3 Acres of Low/Medium Density Residential, 85.6 Acres of Medium/High Density Residential, 29.8 acres of High Density Residential, and 29.6 acres of Commercial. Scenario 2b maintains the same allocations of acreage, for the exception of 29.1 acres for Institutional (School) – this would see Medium/High Density Residential reduced to 56.9 acres.

Metropolitan Council staff completed its review of the Southwest Study Area Draft AUAR to determine its accuracy and completeness in addressing regional concerns. Staff conclude that the Draft AUAR is complete and accurate with respect to regional concerns and does not raise major issues of consistency with Council policies. However, staff offers the following comments for your consideration:

Item 7: Climate (*MacKenzie Young-Walters 651-602-1373*)

The proposed scope of discussion for the climate item identifies appropriate resources for projecting climate trends and the proposed discussion of adaptation strategies is appropriate. The presence of numerous wetlands throughout the site may justify a more robust discussion of and mitigation strategy for precipitation and flood risk trends than would ordinarily be required.

Item 10 a.ii: Land Use (*Patrick Boylan 651-602-1438*)

The AUAR should acknowledge the presence of aggregate resources on the site and any relevant policy relating to these resources contained in the City's comprehensive plan.

Item 10: Land Use Forecasts (*Todd Graham 651-602-1322*)

The development proposed in the AUAR may include up to 1,434 housing units: part in the current decade, the balance in the next decade. If this development proceeds, Council staff expect this would advance Lakeville to 28,500 – 28,700 households by 2030. The Council's most recent forecast is 28,100 households in 2030.

Council staff have previously communicated to Lakeville that Met Council “*will require a forecast adjustment with any subsequent Plan Amendment that would expand housing capacity.*” Council

staff recommend a forecast adjustment of +400 to +600 households to all timepoints. The exact adjustments should be discussed in coordination with a Plan Amendment for the subject site.

Item 12: Sanitary Sewers (*Roger Janzig roger.janzig@metc.state.mn.us*)

The AUAR states that the existing City sanitary sewer system will be evaluated to determine if there is adequate capacity to convey the wastewater and what mitigation measures including extension and upgrades are necessary to serve the AUAR. This should be included in the final AUAR.

Item 12 Water Supply (*Lanya Ross, 651-602-1803*)

In the Climate adaptation and resilience section (page 9), the City should consider how changing climate including extreme weather events like heatwaves and drought may affect water demands, while identifying opportunities to promote efficient water use and conservation of source waters. These may include drought tolerant landscaping with native species, limiting or removing irrigated areas, utilizing smart technologies and appliances that improve water use efficiency.

The Cover types section (page 11) notes that further analysis and detail of existing and proposed cover types within the AUAR Area will be provided in the AUAR. This analysis should support discussion in the AUAR about how changes in land use and land cover including increases in impervious surfaces could impact infiltration, recharge, and groundwater connections with nearby wetlands and surface waters.

The section on Geology, Soils, and topography (page 19) notes the presence of sand and gravel sediments in portions of the AUAR Area and proposes that the AUAR will discuss any limitations of these features for future development and effects of development on these features. Include information about measures to mitigate potential groundwater pollution, given the sensitivity of near surface materials in parts of the AUAR Area.

The Draft AUAR Order and Scoping Document does include information about wells located in and around the proposed Southwest Study Area development (Table 11 and Figure 12). The Groundwater section of the document (page 23) and the Water appropriation section (page 27) note that “wells that will not have a future use ... to be properly sealed by a licensed well contractor prior to redevelopment of the affected parcel.” However, the document does not discuss how a decision will be made about whether a well will have a future use. Please include more information about what future uses for existing wells may be under the different scenarios.

The Water appropriation section (page 27) notes that the water supply for the AUAR area will be obtained from the City of Lakeville and that the AUAR will evaluate the existing and proposed infrastructure needs and the viability of supplementing City water with alternative water sources if applicable. This evaluation should include looking at a range of water demand for each proposed development scenario to provide information so that decision makers can make well informed decisions about water supply impacts when specific development projects are proposed.

The AUAR proposes a scenario based on the City’s 2040 Comprehensive Plan (Proposed development scenarios section, page 1). However, new regional and local forecasts, policies, and system plans through 2050 were released this year. This updated information should be acknowledged and a plan to incorporate it should be made as work in the AUAR Area evolves.

Item 18: Greenhouse Gasses (*MacKenzie Young-Walters 651-602-1373*)

The proposed scope of discussion for the Green House Gas Emissions/Carbon Footprint item is adequate, though the proposer should be sure to discuss the different emissions profile and mitigation measures for Scenario 2’s Subarea 2a and 2b. No unique features are present that require any extraordinary GHG/mitigation considerations.

The Council will not take formal action on the Draft AUAR. If you have any questions or need further information, please contact Patrick Boylan, Principal Reviewer, at 651-602-1438 or via email at patrick.boylan@metc.state.mn.us.

Sincerely,



Angela R. Torres, AICP, Senior Manager
Local Planning Assistance

CC: Tod Sherman, Development Reviews Coordinator, MnDOT - Metro Division
 Wendy Wulff, Metropolitan Council District No. 16
 Judy Sventek, Water Resources Manager
 Patrick Boylan, Sector Representative/ Principal Reviewer
 Reviews Coordinator

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Division of Ecological and Water Resources
Region 3 Headquarters
1200 Warner Road
Saint Paul, MN 55106
November 20, 2025

Transmitted by Email

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

Dear Tina Goodroad,

Thank you for the opportunity to review the Southwest Study Area Scoping Document in preparation for an Alternative Urban Areawide Review (AUAR) for the project area located in Dakota County. The DNR respectfully submits the following comments for your consideration:

1. Page 26, Stormwater. The DNR recommends that stormwater be used for the irrigation of the 15 acres of landscaping. The re-use of stormwater for irrigation would reduce the volume of stormwater and stormwater pollution flowing downstream of the site and would conserve valuable groundwater for homes.
2. Page 27, Water Appropriation. A DNR Water Appropriation Permit is required if the water pumped exceeds 10,000 gallons in a day, or one million gallons in one year. The DNR General Permit for Temporary Appropriation, with its lower permit application fee and reduced time for review, may be used for the dewatering if the dewatering volume is less than 50 million gallons and the time of the appropriation is less than one year.
3. Page 29, Rare Features. Please note that a Natural Heritage Review (NHR) letter was issued on October 29, 2025, and is attached here for your convenience. Please incorporate the information, recommendations, and requirements from the NHR letter into the upcoming Draft AUAR.
4. Page 29, Rare Features. The AUAR should discuss the extent of tree clearing that will occur under both scenarios. We recommend minimizing tree clearing as much as possible to retain wildlife habitat in this more urban setting. Even if the Minnesota Biological Survey ranks the project area "Below" in biodiversity significance, these sites may still include areas of conservation value at the local level, such as habitat for native plants and animals, corridors for animal movement, buffers surrounding higher-quality natural areas, areas with high potential for restoration of native habitat, or open space. The AUAR should also discuss any relevant tree preservation ordinances and tree replacement plans.

5. Page 30, Rare Features. We recommend that native seed mixes and plants be used in project stormwater features and landscaping to the greatest degree feasible to provide habitat for pollinators, including the federally endangered rusty patched bumblebee. Native plants also require less soil inputs and irrigation than traditional landscaping.
6. Page 32, Dust and Odors. If water for dust control is taken from a non-municipal well, a lake, or a stream, then a DNR Water Appropriation Permit is required if the volume of water taken exceeds 10,000 gallons in a day, or one million gallons of water in a year. Please do not use products containing chloride for dust suppression. Chloride released into the environment does not break down, but instead accumulates to levels that are toxic to plants and wildlife.

Thank you again for the opportunity to review this document. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Melissa Collins". The signature is written in a cursive style and is placed over a light blue rectangular background.

Melissa Collins
Regional Environmental Assessment Ecologist | Ecological and Water Resources
Minnesota Department of Natural Resources
Phone: 651-259-5755
Email: melissa.collins@state.mn.us

CC: Todd Stutz, Artemis Development Company, LLC

Equal Opportunity Employer



Minnesota Department of Natural Resources
Division of Ecological & Water Resources
500 Lafayette Road, Box 25
St. Paul, MN 55155-4025

October 29, 2025

Jennifer Haskamp
Swanson Haskamp Consulting, LLC

RE: Natural Heritage Review of the proposed **Lenertz Development**,
T114N R21W Sections 35 and 36; Dakota County

Dear Jennifer Haskamp,

For all correspondence regarding the Natural Heritage Review of this project please include the project ID **MCE-2025-00757** in the email subject line.

As requested, the [Minnesota Natural Heritage Information System](#) has been reviewed to determine if the proposed project has the potential to impact any rare species or other significant natural features. Based on the project details provided with the request, the following rare features may be impacted by the proposed project:

Ecologically Significant Areas

- The Minnesota Biological Survey (MBS) considered the area surrounding the proposed project for a Site of Biodiversity Significance. **Lakeville 35** and **Soberg** Waterfowl Protection Area (WPA) were determined to be *Below* the minimum biodiversity threshold for statewide significance. This area, however, may have conservation value at the local level as habitat for native plants and animals, corridors for animal movements, buffers surrounding higher quality natural areas, or as areas with high potential for restoration of native habitat. As such, **indirect impacts from surface runoff or the [spread of invasive species](#) should be considered during project design and implementation.**

Ecologically Significant Areas can be viewed using the Explore page in [Minnesota Conservation Explorer](#) (MCE) or their GIS shapefiles can be downloaded from the [MN Geospatial Commons](#). Reference the [MBS Site Biodiversity Significance](#) and [Native Plant Community](#) websites for information on interpreting the data. To receive a list of Ecologically Significant Areas in the vicinity of your project, create a Conservation Planning Report using the Explore page in MCE.

State-listed Species

- [Blanding's turtles](#) (*Emydoidea blandingii*), a state-listed threatened species, have been documented in the vicinity of the proposed project. Blanding's turtles use upland areas up to and over a mile distant from wetlands, waterbodies, and watercourses. Uplands are used for nesting, basking, periods of dormancy, and traveling between wetlands. Factors believed to contribute to the decline of this species include collisions with vehicles, wetland drainage and degradation, and the development of upland habitat. Any added mortality can be detrimental to populations of Blanding's turtles, as these turtles have a low reproduction rate that depends upon a high survival rate to maintain population levels.

This project has the potential to impact this rare turtle through direct fatalities and habitat disturbance/destruction due to activities associated with the proposed project. Minnesota's Endangered Species Statute (Minnesota Statutes, section 84.0895) and associated Rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134) prohibit the take of threatened or endangered species without a permit. **As such, please contact Review.NHIS@state.mn.us to confirm that the following measures will be implemented:**

- Avoid wetland and aquatic impacts during overwintering season, between September 15 and April 15, if the area is suitable for overwintering.
 - Wetlands and aquatic habitats that freeze solid to the bed (no liquid water) are not suitable overwintering habitat. However, Blanding's turtles will overwinter in wetlands and aquatic habitat where ice has closed over the water's surface.
- Limit erosion and sediment control to [wildlife friendly erosion control](#).
- Check bare ground within construction areas for turtles before the use of heavy equipment or any ground disturbance.
- Inspect trenches, holes, or depressions prior to starting work **each day** and immediately prior to filling. Upon project completion, holes and trenches must be filled.
- The [Blanding's turtle flyer](#) must be given to all contractors working in the area.
- Report any sightings using the [DNR Plant and Animal Observation Form](#).
- If turtles are in imminent danger, move them by hand out of harm's way; otherwise, they are to be left undisturbed. Directions on how to move turtles safely can be found at [Helping Turtles Across the Road](#).

If the above measures are not feasible, please contact Review.NHIS@state.mn.us as a project-specific avoidance plan will likely be needed to demonstrate avoidance.

Additional Blanding's turtle avoidance measures may include, but are not limited to, the following recommendations:

- Recommendations from List 1 and List 2 of the [Blanding's turtle fact sheet](#).
 - For additional road recommendations, reference "Curb Design and Small Animals" ([Chapter 1](#), P. 24) in [Best Practices Manual | Minnesota DNR](#).
- Avoid hydro-mulch products that contain any materials with synthetic (plastic) fiber additives, as the fibers can re-suspend and flow into waterbodies.
- Disturbed ground should be restored to pre-construction contours and re-vegetated with [native species suitable to the local habitat](#).

- Nesting occurs in open (grassy or brushy) sandy uplands. Blanding's turtles have been known to nest in residential areas, farm fields, and areas of exposed soil/sand/sediment (including soil stockpiles and gravel pads). To minimize impacts:
 - Avoid impacts to potential nesting habitat from June 1 through September 15, **or**
 - Exclude Blanding's turtles from potential nesting habitat from May 15 through July 15. To exclude turtles from potential nesting habitat: Install a barrier, buried 10 inches, around suitable nesting habitat.
 - See the [Blanding's turtle fact sheet](#) for more information regarding nesting.
- The Natural Heritage Information System (NHIS) tracks bat roost trees and hibernacula plus some acoustic data, but this information is not exhaustive. Even if there are no bat records listed nearby, all of Minnesota's bats, including the federally endangered northern long-eared bat ([Myotis septentrionalis](#)), can be found throughout Minnesota. During the active season (approximately April-November) bats roost underneath bark, in cavities, or in crevices of both live and dead trees. Tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. To minimize these impacts, **the DNR recommends that tree removal be avoided from June 1 through August 15.**
- Please visit the [DNR Rare Species Guide](#) for more information on the habitat use of state-listed species and recommended measures to avoid or minimize impacts.
- Please report incidental sightings of state-listed species via the [DNR Plant and Animal Observation Form](#).

Federally Protected Species

- The area of interest overlaps with a U.S Fish and Wildlife Service (USFWS) Rusty Patched Bumble Bee [High Potential Zone](#). The [rusty patched bumble bee](#) (*Bombus affinis*) is federally listed as endangered and is likely to be present in suitable habitat within High Potential Zones. From April through October this species uses underground nests in upland grasslands, shrublands, and forest edges, and forages where nectar and pollen are available. From October through April the species overwinters under tree litter in upland forests and woodlands. The rusty patched bumble bee may be impacted by a variety of land management activities including, but not limited to, prescribed fire, tree-removal, haying, grazing, herbicide use, pesticide use, land-clearing, soil disturbance or compaction, or use of non-native bees. If applicable, **the DNR recommends reseeding disturbed soils with native species of grasses and forbs using [BWSR Seed Mixes](#) or [MnDOT Seed Mixes](#).**

To ensure compliance with federal law, please conduct a federal regulatory review using the U.S. Fish and Wildlife Service's online [Information for Planning and Consultation \(IPaC\) tool](#). Please note that all projects, regardless of whether there is a federal nexus, are subject to federal take prohibitions. The IPaC review will determine if prohibited take is likely to occur and, if not, will generate an automated letter. The [USFWS RPBB guidance](#) provides guidance on avoiding impacts to rusty patched bumble bee and a key for determining if actions are likely to affect the species; the determination key can be found in the appendix.



Kim Zlimen <kzlimen@swansonhaskamp.com>

City of Lakeville, Dakota County - Southwest Study Area, Large AUAR Draft Order and Scoping EAW

2 messages

Kim Zlimen <kzlimen@swansonhaskamp.com>

Mon, Oct 13, 2025 at 4:23 PM

To: "Goodroad, Tina" <tgoodroad@lakevillemn.gov>

Bcc: Kim Zlimen <kimberly.zlimen@gmail.com>, Todd Stutz <todd.stutz@traditiondevelopment.com>, jake.enebak@traditiondevelopment.com, "Patrick Wrase (patrick.wrase@traditiondevelopment.com)" <patrick.wrase@traditiondevelopment.com>, reviewscoordinator@metc.state.mn.us, govdoc@hclib.org, stephan.roos@state.mn.us, raymond.kirsch@state.mn.us, health.review@state.mn.us, jill.townley@state.mn.us, chris.green@state.mn.us, waterprograms.bwsr@state.mn.us, "Lind, Katherine (DOT)" <katherine.lind@state.mn.us>, mn.osa@state.mn.us, isaac.weston@state.mn.us, enreviewshpo@state.mn.us, twincities@fws.gov, usace_requests_mn@usace.army.mil, R5NEPA@epa.gov, miss_planning@nps.gov, kelly.applegate@millelacsband.com, susan.klapel@millelacsband.com, perry.bunting@millelacsband.com, charlie.lippert@millelacsband.com, mike.wilson@millelacsband.com, luther.sam@millelacsband.com, jamie.edwards@millelacsband.com, shena.matrious@millelacsband.com, gabriel.miller@piic.org, rylee.hince@piic.org, franky.jackson@piic.org, "noah.white@piic.org" <noah.white@piic.org>, Jennifer Haskamp <jhaskamp@swansonhaskamp.com>, Jenna Shoosmith <jshoosmith@swansonhaskamp.com>

To Whom it May Concern,

A Draft Order and Scoping EAW for a Large AUAR for a residential and commercial development with potential institutional uses in the City of Lakeville, known as the Southwest Study Area, is available for review. Please find the document attached.

The Draft Order will be published with a notice of availability in the EQB Monitor on October 21, 2025. The 30-day comment period will end on November 20, 2025.

Please submit all comments no later than Thursday, November 20, 2025 to:

Tina Goodroad, Community Development Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
tgoodroad@lakevillemn.gov
(952) 985-4421

If you have any questions or issues accessing or downloading the documents, please respond to this email.

Thank you for your time in reviewing the Southwest Study Area Draft Order and Scoping EAW.

Kim

Kimberly Zlimen, PE
SHC, LLC
(c) 612.396.7618



Draft Order Letter and Scoping EAW_Lakeville AUAR_10142025.pdf
13598K

Henriksen, Holly R <holly_henriksen@nps.gov>

Thu, Nov 20, 2025 at 12:47 PM

To: "tgoodroad@lakevillemn.gov" <tgoodroad@lakevillemn.gov>

Cc: "kzlimen@swansonhaskamp.com" <kzlimen@swansonhaskamp.com>

Hello, Tim -

Thank you for notifying the National Park Service of this project. The Southwest Study Area AUAR in Lakeville is outside of the administrative boundaries of the Mississippi National River and Recreation Area. So, we will not be providing any comments on this project.

Thanks,



Holly Henriksen

Planner

Phone: 651-293-8470

Email : holly_henriksen@nps.gov

Mississippi National River & Recreation Area

111 Kellogg Blvd E, Suite 105

St. Paul MN 55101

www.nps.gov/miss

From: Kim Zlimen <kzlimen@swansonhaskamp.com>

Sent: Monday, October 13, 2025 4:23 PM

To: Goodroad, Tina <tgoodroad@lakevillemn.gov>

Subject: [EXTERNAL] City of Lakeville, Dakota County - Southwest Study Area, Large AUAR Draft Order and Scoping EAW

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

[Quoted text hidden]

Environmental Review and Permitting

- The Environmental Impact Statement (EIS) should address whether the proposed project has the potential to adversely affect the above rare features and, if so, it should identify specific measures that will be taken to avoid or minimize disturbance. Sufficient information should be provided so the DNR can determine whether a permit to take will be needed for any of the above protected species.
- Please include a copy of this letter and the MCE-generated Final Project Report in any state or local license or permit application. Please note that measures to avoid or minimize disturbance to the above rare features may be included as restrictions or conditions in any required permits or licenses.

The Natural Heritage Information System (NHIS), a collection of databases that contains information about Minnesota's rare natural features, is maintained by the Division of Ecological and Water Resources, Department of Natural Resources. The NHIS is continually updated as new information becomes available and is the most complete source of data on Minnesota's native plant communities, rare species, and other rare features. However, the NHIS is not an exhaustive inventory and does not contain the locations of all rare features in the state. Therefore, ecologically significant features for which we have no records may exist within the project area. If additional information becomes available regarding rare features in the vicinity of the project, further review may be necessary.

For environmental review purposes, the results of this Natural Heritage Review are valid for one year; the results are only valid for the project location and project description provided with the request. **If project details change or the project has not occurred within one year, please resubmit the project for review within one year of initiating project activities.** Resubmit by selecting *Clone Project as Draft* on the project page in MCE.

The Natural Heritage Review does not constitute project approval by the Department of Natural Resources. Instead, it identifies issues regarding known occurrences of rare features and potential impacts to these rare features. Visit [Natural Heritage Review](#) for additional information regarding this process, survey guidance, and other related information. For information on the environmental review process or other natural resource concerns, please contact your [DNR Regional Environmental Assessment Ecologist](#).

Thank you for consulting us on this matter and for your interest in preserving Minnesota's rare natural resources.

Sincerely,

Molly Barrett

Natural Heritage Review Specialist

molly.barrett@state.mn.us

Cc: [Melissa Collins](#), Regional Environmental Assessment Ecologist, Central (Region 3)

Cc: [Catherine Plank](#), Assistant Regional Environmental Assessment Ecologist, Central (Region 3)



Date: 12/1/2025

**Grant Agreement with Minnesota Department of Natural Resources
for East Lake Habitat Improvements Phase 2**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a grant agreement with the Minnesota Department of Natural Resources for East Lake Habitat Improvements Phase 2, City Project 25-58.

Overview

Lakeville was awarded a Conservation Partners Legacy (CPL) Grant in the amount of \$75,000 for East Lake Habitat Improvements Phase 2, City Project 25-58. CPL grants provide funding to projects that restore, enhance, and protect forests, wetlands, prairies, and habitat for fish, game and wildlife in Minnesota. City Project 25-58 includes restoration activities along East Lake shoreline and adjoining woodlands designed to enhance existing and create new wildlife habitat through controlling invasive species, and reestablishing native habitat through the planting of native seed. Subsequent management is programmed and designed to preserve and protect the improvements.

The CPL grant agreement establishes the City and Minnesota Department of Natural Resources (MnDNR) project responsibilities and provides the terms, conditions, and provisions for disbursing the funds. The total estimated CPL grant amount is \$75,000; there is a local match requirement of \$7,500. The CPL Grant funds will be applied to the project cost and reduce expenditures from the Utility Fund — Environmental Resources.

Supporting Information

1. State of Minnesota SWIFT Contract No. 279508/3000289481

Financial Impact: \$82,500 Budgeted: Yes Source: Utility Fund - Env. Resources Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Ann Messerschmidt, Environmental Resources Specialist II

CONSERVATION PARTNERS LEGACY GRANT PROGRAM ENCUMBRANCE WORKSHEET

City of Lakeville/ East Lake Habitat Improvements Phase 2

State Accounting information:

SWIFT Contract Doc. Type: GRK SWIFT Contract #: 279508
 SWIFT Contract Line # (Annual Plans): _____ SWIFT Purchase Order #: 3000289481

Agency: R2901	Submitted By: David Stein	Origin: A24	Vendor #: 0000197692	Category Code: 84101501
Total Amount of Contract for ALL years:	\$75,000		Total Amount of Contract: \$ 75,000	For FY: 26
Total Amount of Contract:	For FY:		Total Amount of Contract: \$	For FY:

Contract Start Date: Upon Execution Speedchart Name: _____
 Contract Expiration Date: June 30, 2029 Speedchart Number: _____

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

Did you remember to:

Check for debarred vendor? ☒ Yes ☐ No
 Check for annual plan limit? ☒ Yes ☐ No
 Work on state lands? ☐ Yes ☐ No

PO Reference: **DS-FY26 CPL East Lake Habitat Improvements Phase 2**

Description: **FY2026 CPL; City of Lakeville, East Lake Habitat Improvements Phase 2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	26	\$75,000	2300	R2936725	R296K96	441352		2W205	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

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**CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
City of Lakeville/ East Lake Habitat Improvements Phase 2**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and City of Lakeville, 20195 Holyoke Avenue, Lakeville, MN 55044 ("Grantee").

Recitals

1. Under [Minnesota Laws 2025, Regular Session, Chapter 36, Article 1, Section 2, Subd. 5\(v\)](#), and [Minnesota Statute § 84.026](#) the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. The date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5.

Per [Minnesota Statutes § 16B.98, Subd. 5](#), the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date. June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: Signage; Liability; State Audits; Government Data Practices and Intellectual Property Rights; Data Compatibility and Availability Requirements; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; Data Disclosure; Use of Funds for Match or Reimbursement; Real Property Interest Report.

2 Specifications, Duties, and Scope of Work

Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in [Minnesota Laws 2025, Regular Session, Chapter 36, Article 1, Section 2, Subd. 5\(v\)](#), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2026 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located [Here](#).
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.
- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.
- 3 The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 10.2).
- 4 The Grantee shall be responsible for the administration supervision, management, record keeping, and program oversight required for the work performed under this agreement.

4.1 State's Duties

- 4.2 To provide Grantee up to **\$75,000** for the costs incurred for the completion of the Project.
- 4.3 The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

5 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

6 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

6.1 Compensation. The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

A. **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the [CPL Payment Manual](#).

6.2 Administrative Costs. Grantee administrative costs must be necessary and reasonable. Administrative costs are limited to personnel costs for project administration and on-the-ground work. Up to 10% of the grant award may be used for personnel costs, and only paid employees of the grantee organization may claim personnel costs. Personnel rates include hourly wage and fringe only (FICA/Medicare, retirement, and health insurance.) Proof of wage is required, and all personnel costs must be budgeted in the work plan. All personnel time must be documented with the name of employee, date of work, hours worked, brief description of work, and hourly rate

6.3 Travel Expenses. Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed 1% of the total awarded grant amount; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

6.4 Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before 4 pm local time, July 25, 2029. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the [CPL Payment Manual](#), which is incorporated into this grant contract by reference.

In accordance with [Minnesota Management and Budget Statewide Operating Policy 0801-01](#), payment shall be made within 30 days following the State's Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.

6.5 Hold Back. No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

6.6 Direct Expenditures. Grant and match funds may only be used for the eligible direct expenditures as described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

6.7 Match Requirements Met. All match requirements must have been fulfilled by the Grantee prior to final payment by the State. All match documentation must be submitted by the Grantee prior to final payment by the State. Final payment will not be made until all match is documented.

6.8 For awards greater than \$25,000, a grantee performance evaluation will be posted publicly at <https://osp.admin.mn.gov/granteval/grant-eval-uploader>, per [Minnesota Statutes § 16B.98, Subdivision 12](#) and [OGM Policy 08-13](#).

7 Conditions of Payment

All services provided by the Grantee under this Grant Contract Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

8 Contracting and Bidding Requirements

8.1 Municipalities. The Grantee is required to comply with [Minnesota Statutes §471.345, Uniform Municipal Contracting Law](#).

- A. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
- B. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).
- C. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

8.2 Nonprofit Organizations.

- A. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- B. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- C. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- D. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - [Metropolitan Council Underutilized Business Program](#)
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- E. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- F. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.
- G. Notwithstanding 6.2 A-F above, the State may waive bidding process requirements when:
 - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
 - It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.
- H. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.

- I. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

9 Authorized Representatives

9.1 The State's Authorized Representatives:

David Stein	Amy Yoelin
CPL Program Coordinator	CPL Program Administrator
500 Lafayette Road Box #20	500 Lafayette Road Box #20
St. Paul, MN 55155	St. Paul, MN 55155
651-259-5375	651-259-5536
david.stein@state.mn.us	amy.yoelin@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

9.2 The Grantee's Authorized Representative(s) are

Project Manager	Fiscal Contact
Ann Messerschmidt	Ann Messerschmidt
Environmental Resource Specialist II	Environmental Resource Specialist II
20195 Holyoke Avenue	20195 Holyoke Avenue
Lakeville, MN 55044	Lakeville, MN 55044
amesserschmidt@lakevillemn.gov	amesserschmidt@lakevillemn.gov
952-985-4499	952-985-4499

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

- 9.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

10 Assignment, Amendments, Waiver, and Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

- 10.2 Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 10.3 Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 10.4 Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Subcontracting and Subcontract Payment

- 11.1** A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 11.2** The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 11.3** During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 11.4** No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 11.5** The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).
- 11.6** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.
- 11.7** It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located [Here](#).
- 12 Liability** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.
- 12.1 General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2025 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.

13 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

14.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minnesota Statutes § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 Intellectual Property Rights. All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

A. Obligations

14.2.1.1 Notification: Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

14.2.1.2 Representation: The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to

the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

- B. Uses of the Works and Documents.** The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.
- C. Possession of Documents.** The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

16 Governing Law, Jurisdiction, Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17 Termination

17.1 Termination by the State.

A. Without Cause.

The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- B. With Cause.** The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

17.2 Termination by the Commissioner of Administration. The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would

not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

18 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

19 Publicity and Endorsement

19.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

19.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

20 Data Disclosure

Under [Minnesota Statutes § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

21 Project Requirements

21.1 Vegetation Requirements. All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.

21.2 Invasive Species Prevention. The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

21.3 Project Sites. All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in [Minnesota Statutes, section 103G.005, subdivision 15.](#)

21.4 Restoration and Management Plan.

- A. For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.
- B. The Restoration and Management Plan shall be prepared on a form provided by the State's Authorized Representative.

21.5 Timely Written Contact of Conservation Corps of Minnesota and Iowa. All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

21.6 Pollinator Best Management Practices. Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

21.7 Prescribed Burning on State Lands. For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at <https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribed-burn-handbook.pdf>.

21.8 Revenues. Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

22 Additional Restrictions. CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

23 In the Event of a Lawsuit

- 23.1** An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 23.2** Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 10, Liability.
- 24 Data Compatibility and Availability Requirements**
- 24.1 Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.
- 24.2 Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.
- 25 Accessibility and Safety**
- 25.1 Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>
- 25.2 Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.
- 26 Purchase of Recycled or Recyclable Materials.** The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.
- 27 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**
- 27.1** The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 27.2** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- 28 Use of Funds for Match or Reimbursement.** Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.
- 28.1** The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- 28.2** If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.
- 29 Conflict of Interest.** The Grantee, by signing and submitting Exhibit B, Conflict of Interest Disclosure Form, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

- 30 Real Property Interest Report.** The Grantee must comply with the reporting requirements specified in [Minnesota Statute 97A.056](#), Subd. 16.

31. Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

31.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.

31.2 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

31.3 The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.

31.4 Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

31.5 Any other applicable non-discrimination law(s).

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement.

Exhibit A: Work Plan

Exhibit B: Conflict of Interest Disclosure Form

Exhibit C: CPL Payment Manual

Grant Contract Agreement Signature Page

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15

Print Name: Sacia Matheson

Signature: _____

Title: Contracts Officer Date: _____

SWIFT Contract No. 279508/3000289481

Grantee

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Department of Natural Resources

With delegated authority

Print Name: Kelly Straka

Signature: _____

Title: Director, Division of Fish and Wildlife

Date: _____

 **DEPARTMENT OF
NATURAL RESOURCES**
DIVISION OF FISH AND WILDLIFE
CONSERVATION PARTNERS LEGACY GRANT

Revision: 20191104

Data Date: October 10, 2025

PROJECT CONTACT

Project Name: East Lake Habitat Improvements Phase 2
Organization Name: City of Lakeville
Organization Type: Government
Mailing Address 1: 20195 Holyoke Avenue
Mailing Address 2: 20195 Holyoke Avenue
City, State ZIP Code: Lakeville, MN 55044

Project Manager: Ann Messerschmidt
Title: Environmental Resource Specialist II
Phone: 952-985-4499
Email: amesserschmidt@lakevillemn.gov

PROJECT OVERVIEW

Sites / Location

County Name: Dakota
Project Site Name: East Lake Habitat Improvements Phase 2
Total Project Sites: 1
Total Project Acres: 15

Land Ownership

Primary Land Ownership: Local Government
Additional Land Ownerships: (N/A)

Habitat

Primary Type: Fish, Game or Wildlife Habitat
Additional Types: (N/A)

Activities

Primary Activity: Restoration
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: (N/A)
Grant Request Level: (N/A)
Total Grant Amount Requested: \$75,000
Total Match Amount Pledged: \$7,500
Additional Funding Amount: \$0
Total Project Cost: \$82,500

PROJECT SUMMARY

East Lake Community Park is a well-utilized community asset, offering extensive wooded areas, diverse plant communities, and important water features, including the lake and numerous wetlands. However, due to historical agricultural use and subsequent passive woodland management, the park's ecosystems are experiencing degradation in the form of eutrophication and afforestation, along with the spread of invasive woody and herbaceous species. With intentional and strategic restoration areas within the park have the potential to become significantly higher-quality natural habitats both upland and lowland providing substantial ecological value for native plant and animal species, while also enhancing public enjoyment.

In 2021, the city conducted a habitat assessment that highlighted the need for continued restoration, focusing on woodland, oak savanna, and shoreline habitats within the park. The park functions as a trailhead for the North Creek Regional Greenway, part of Dakota County's larger Greenway initiative to establish critical habitat hubs connected by protected corridors and trails. As a key node in this system, the Park is directly connected to downstream habitats along North Creek. Restoration of the park's habitats will help strengthen this corridor, yielding tangible benefits for local wildlife and ecosystems within the Vermillion River Watershed. Additionally, the Minnesota County Biological Survey identified a 64-acre site of moderate biodiversity significance just 1.2 miles downstream along the North Creek Greenway. Enhancing East Lake's natural features will support this downstream area and the broader regional biodiversity goals. Following the 2021 assessment, one restoration strategy focuses on reducing canopy cover to increase sunlight penetration, allowing for greater establishment of native species. The assessment also calls for reducing excessive biomass including nitrophilic species like box elder, and reintroducing or mimicking natural processes that once regulated nutrient and biomass cycles. These efforts are designed to support native vegetation, sustain pollinators and food webs, and maintain ecosystem services. This strategy guided the implementation of Phase 1 of a Habitat Improvement Project, with similar restoration work planned for Phase 2. These efforts represent a unique

CONSERVATION PARTNERS LEGACY GRANT

PROJECT SUMMARY *(Continued)*

opportunity to carry out ecological restoration in a large suburban natural area that also serves as a valued recreational space for the community.

PROBLEM STATEMENT

This project focuses on restoring a 1-acre section of shoreline along the west bank of the north pond (Area B in the attached Restoration Plan). Restoration activities will include the removal of buckthorn, sumac, and other woody brush, as well as any undesirable herbaceous species, conducted by a native plant management contractor. Following removal, cut stumps will be treated and removed if necessary. The area will then be seeded with a desirable native seed mix and a cover crop. To control invasive species, vegetation management methods such as successive mowing or foliar chemical treatments will be used. Additional work may include temporary erosion control measures, prescribed burns, or supplemental seeding. Phase 2 also includes the removal of downed and dead wood, along with reducing canopy cover by targeting boxelder, Siberian elm, and other softwood trees in Areas A, C, and D (as shown in the Restoration Plan). This will increase light availability to the understory, allowing for the successful establishment of native seed in currently unestablished areas. It will also reduce long-term management costs by creating conditions that support periodic effective mowing with reduced chemical inputs—ultimately fostering the development of a healthy, sustainable habitat. The forest and oak savanna restoration strategies were selected based on the professional judgment of the City of Lakeville’s ecological staff and expert native plant restoration consultants. Shoreline restoration was chosen to enhance littoral habitat conditions, support greater diversity of native plant species around the lake, improve water quality by preventing erosion, and filter excess nutrients. All restoration activities will be implemented by consultants or contractors under the supervision of the City of Lakeville.

PROJECT OBJECTIVES

CPL grant funds will not supplant existing funding, and this project will not be possible without grant funding due to the City’s budget limitations. Without grant funding to further the work at this location, the City would lose the opportunity to enhance the vegetation on this eastern facing slope and will continue to have inputs of buckthorn and other invasives that are present in the west shoreline area. The other consequence of not receiving this funding is higher maintenance costs over time due to the continual nitrogen that is being deposited onto the soils from the softwood trees and the buildup of dead downed wood will make managing the area inefficient and cost prohibitive. If CPL funding is received the annual maintenance costs will be covered by the City’s annual habitat management and vegetation maintenance budget.

METHODS

(N/A)

EXPERIENCE / ABILITIES

(N/A)

PROJECT TIMELINE

Time Frame	Goal
Spring 2026	Bid and award project
Summer 2026 to Spring 2029	Restoration activities
Ongoing - City of Lakeville	Maintenance and Upkeep

Estimated Project Completion Date: 2028-12-31

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.

(N/A)

2. Describe any urgency associated with this project.

(N/A)

CONSERVATION PARTNERS LEGACY GRANT

PROJECT INFORMATION *(Continued)*

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

(N/A)

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

(N/A)

5. Discuss use of native vegetation *(if applicable)*.

(N/A)

6. Discuss your budget and why it is cost effective.

(N/A)

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

(N/A)

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Ann Messerschmidt

Title: Environmental Resource Specialist II

Email: amesserschmidt@lakevillemn.gov

Phone: 952-985-4499

Street Address 1: 20195 Holyoke Avenue

Street Address 2: 20195 Holyoke Avenue

City, State ZIP Code: Lakeville, MN 55044

Budget Details

Personnel

<u>Name</u>	<u>Title / Work to be completed</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
City of Lakeville	Project Coordinator/Supervisor	\$7,500	Match	Cash

Contracts

<u>Contractor Name</u>	<u>Contracted Work</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
TBD	Forest/Savanna Restoration	\$58,608	Grant	(N/A)
TBD	Shoreline Restoration	\$16,392	Grant	(N/A)

Additional Funding

Additional Funding Amount: \$0

Budget Overview

<u>Item Type</u>	<u>Grant</u>	<u>Match</u>	<u>Total</u>
Personnel	-	\$7,500	\$7,500
Contracts	\$75,000	-	\$75,000
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	-	-
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	-	-	-
Additional Budget Items	-	-	-

CONSERVATION PARTNERS LEGACY GRANT

BUDGET INFORMATION *(Continued)*

Totals:	\$75,000	\$7,500	\$82,500
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SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

Land Manager

Name: Mac Cafferty

Organization: City of Lakeville

Title: Environmental Resources Manager

Phone: 952-985-4520

Email: mcafferty@lakevillemn.gov

Site Information

Habitat: Fish, Game or Wildlife Habitat

Activity: Restoration

Land Ownership: Local Government

(1) Site Name: East Lake Habitat Improvements Phase 2
DOW Lake #: (N/A)
Acres: 15
PLS Section: Township - 114, Range - 20W, Section - 1

Open to Public Hunting? No
Open to Public Fishing? Yes - all

(2) Site Name: East Lake Habitat Improvements Phase 2
DOW Lake #: (N/A)
Acres: 15
PLS Section: Township - 114, Range - 20W, Section - 1

Open to Public Hunting? No
Open to Public Fishing? Yes - all

(3) Site Name: East Lake Habitat Improvements Phase 2
DOW Lake #: (N/A)
Acres: 13
PLS Section: Township - 114, Range - 20W, Section - 1

Open to Public Hunting? No
Open to Public Fishing? Yes - all

(4) Site Name: East Lake Habitat Improvements Phase 2
DOW Lake #: (N/A)
Acres: 15
PLS Section: Township - 114, Range - 20W, Section - 1

Open to Public Hunting? No
Open to Public Fishing? Yes - all

(5) Site Name: East Lake Habitat Improvements Phase 2
DOW Lake #: (N/A)
Acres: 1
PLS Section: Township - 114, Range - 20W, Section - 1

Open to Public Hunting? No
Open to Public Fishing? Yes - all

(6) Site Name: East Lake Habitat Improvements Phase 2
DOW Lake #: (N/A)
Acres: 1
PLS Section: Township - 114, Range - 20W, Section - 1

Open to Public Hunting? No
Open to Public Fishing? Yes - all

NATURAL HERITAGE DATABASE REVIEW

Natural Heritage elements were found within my project site(s): Yes

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

CONSERVATION PARTNERS LEGACY GRANT

NATURAL HERITAGE DATABASE REVIEW *(Continued)*

Natural Heritage Mitigation: These NHIS records were identified on or within 1 mile of the proposed project area

Vertebrate Animal

Scientific nameCommon nameState status

Chondestes grammacusLark SparrowSPC

Progne subisPurple MartinSPC

Invertebrate Animal

Scientific nameCommon nameState status

Bombus affinisRusty Patched Bumble BeeWatchlist

STATE STATUS - KEYSTATE STATUS - KEY (Native Plant Communities)

END - endangeredS1: Critically Imperiled

THR - threatenedS2: Imperiled

SPC - special concernsS3: Vulnerable

S4: Apparently Secure

S5: Secure

ATTACHMENTS

Additional Documentation

Attach additional documentation as applicable using the appropriate categories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.

Letter of Support

File Name

VRWJPO_Support_Letter.pdf

Description

VRWJPO Letter of Support

Partner Commitment Letter

File Name

Lakeville_Commitment_Letter.pdf

Description

City of Lakeville Commitment Letter

Photo

File Name

East_Lake_Habitat_Improvements_Phase_2_Existing_Conditions_Exhibit.pdf

Description

Photo Compilation of Existing Conditions

Restoration Plan

File Name

Restoration_Plan_and_Cost_Estimate.pdf

Description

Restoration Plan and Cost Estimate

Supplemental Document

File Name

NHIS_Review_Vermillion_JPO_08132025.pdf
Public_Waters_Project_Form_DD_signed.pdf

Description

NHIS Review Document
Executed Public Waters Form

CONSERVATION PARTNERS LEGACY GRANT

FINAL APPLICATION SUBMISSION

- P** I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.
- P** I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.
- P** I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.
- P** I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.
- P** I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.
- P** I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: [Ann Messerschmidt](#)

Organization / Agency: [City of Lakeville](#)

Title: [Environmental Resources Specialist II](#)

Date Signed: [September 5, 2025](#)

(CPL Grant Application ID = 2642)



Date: 12/1/2025

2026 Community Waste Abatement Grant Agreement with Dakota County

Proposed Action

Staff recommends adoption of the following motion: Move to approve Agreement with Dakota County for 2026 Community Waste Abatement Grant Agreement.

Overview

Dakota County operates a Community Waste Abatement Grant Program to assist cities in operating local recycling and waste reduction programs. The Cities of Apple Valley, Burnsville, Eagan and Lakeville collectively share recycling efforts and responsibilities through a partnership program named Dakota Valley Recycling (DVR). The City of Burnsville is the lead agency and manages DVR.

DVR's 2026 Dakota County Community Waste Abatement Grant Program Application (representing all four participating cities) requests grant funding in the amount of \$355,310 with a grant match in the amount of \$154,605. The total cost of DVR's 2026 program is \$509,915. Lakeville's share of the grant match is paid through providing in-kind services (staff time) and associated events/programs (Watershed Cleanup/Earth Day). Funds are used to develop educational outreach activities and implement programs for residents and businesses that positively promote waste reduction, reuse and recycling. The application and work plan are consistent with Dakota County's solid waste guidelines and recommendations.

Supporting Information

1. 2026 Community Waste Abatement Grant Agreement (Dakota County Contract #DCA23493)

Financial Impact: \$0 Budgeted: Yes Source: Utility Fund - Environmental Resources Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Ann Messerschmidt, Environmental Resources Specialist II
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**COMMUNITY WASTE ABATEMENT
2026 GRANT AGREEMENT**

This Community Waste Abatement Grant Agreement (Agreement) is made and entered into by and between the County of Dakota, acting through its Environmental Resources Department (County) and the City of Burnsville (Grantee), acting on behalf of itself and for the cities of Apple Valley, Eagan, and Lakeville.

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. §115A.551); and

WHEREAS, Dakota County Solid Waste Ordinance 110 requires each municipality in the County to have a solid waste abatement program that is consistent with the Dakota County Solid Waste Management Plan (Management Plan), formally known as the solid waste master plan; and

WHEREAS, the Management Plan governs all solid waste management in the County (Minn. Stat. § 115A.46); and

WHEREAS, municipalities may not develop or implement a solid waste management activity that is inconsistent with the Management Plan (Minn. Stat. § 115A.46); and

WHEREAS, the Management Plan supports performance-based funding for municipalities to develop and implement waste abatement programs, education, and outreach; and

WHEREAS, by Resolution No. 19-577 (June 18, 2019), the Dakota County Board of Commissioners approved the Community Waste Abatement Grant Program (Grant Program); and

WHEREAS, funding amounts for the Grant Program are established by the County Board each year as part of the Environmental Resources Department (Department) budget; and

WHEREAS, the cities of Burnsville, Apple Valley, Eagan, and Lakeville have entered into a Joint Powers Agreement under which Burnsville has agreed to perform certain Grant Program activities on behalf of all of the cities; and

WHEREAS, the Grantee agrees to perform all activities described in this Agreement and Dakota County Waste Abatement Community Grant Program Exhibit 1 (Guidelines) and Exhibit 2 (Application) to the satisfaction of the County.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the County and the Grantee agree as follows:

AGREEMENT

- 1. PURPOSE.** The purpose of this Agreement is to provide grant funding to eligible municipalities to implement solid waste abatement activities as described in this Agreement and Exhibits 1 and 2.
- 2. ELIGIBILITY.** The cities of Burnsville, Apple Valley, Eagan, and Lakeville are all eligible municipalities for the purposes of the Grant Program.
- 3. PARTIES.** The parties to this Agreement are the County and Grantee, collectively referred to as the “parties”.
- 4. TERM.** Notwithstanding the dates of signatures of the parties to this Agreement, this Agreement shall commence on January 1, 2026, through December 31, 2026, (grant calendar year) for the purposes of completing activities identified in Exhibit 2 and shall continue until April 1, 2027, for the purpose of reimbursement, unless earlier terminated by law or according to the provisions of this Agreement.
- 5. GRANTEE OBLIGATIONS.** The Grantee shall:
 - A. Develop, implement, and operate a local comprehensive landfill abatement program that complies with the Management Plan, Dakota County Solid Waste Ordinance 110, this Agreement, and Exhibits 1 and 2.
 - B. Fulfill all responsibilities for Base and, if applicable, for Supplemental Funding as outlined in Exhibit 1.
 - C. Report time, expense, and performance pursuant to responsibilities set forth in this Agreement using County report forms (Exhibit 2) and additional agreed-upon reporting tools provided by the County Liaison.

- 6. ELIGIBLE AND INELIGIBLE EXPENSES.** Grantee may use allocated funds only on eligible items as identified in Exhibit 1 and completed within the grant calendar year of this Agreement. Other waste abatement expenses may be eligible with prior written approval from the County Liaison.
- 7. FUNDING AMOUNT.** Grantees receive performance-based funding in part from a pass-through grant from the State. Funding amounts are contingent upon available State and County funds and reflect the funding levels approved by the County Board as part of the annual budget. Base Funding is allocated for required grant activities, including administration, residential communications, municipal facilities/parks verification and employee education, and special collections. Optional Supplemental Funding is allocated for multiunit recycling, additional special collections, reduce/reuse activities, in-person education, event recycling, organics planning, and to meet funding gaps in eligible grant categories. The allocated funding for the Grantee, shall be in the total amount not to exceed \$355,310.00, as set forth in Exhibit 2.
- 8. FISCAL AGENT.** Pursuant to the cities' Joint Powers Agreement, Burnsville acknowledges that it shall act as Fiscal Agent for the cities for purposes of receiving the Funding Amount, performing the landfill abatement program activities identified in Exhibit 2 and otherwise complying with the terms of this Agreement. The cities of Apple Valley, Eagan, and Lakeville will sign this Agreement for purposes of accepting Burnsville's designation of Fiscal Agent to act on the cities' behalf for purposes of the Grant Program, but shall not be considered parties to this Agreement.
- 9. FUNDING MATCH.** Grantee and the cities of Apple Valley, Eagan, and Lakeville shall provide a 25% match of the total reimbursed grant funding amount through a cash match, in-kind contribution, or combination thereof, to pay for any new or ongoing activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing).
- 10. FUNDING SOURCE ACKNOWLEDGEMENT.** Grantee and the cities of Apple Valley, Eagan, and Lakeville shall provide funding source credit on all print materials, relating to the activities funded under this Agreement, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.
- 11. RECORDS.** The Grantee shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Grantee shall manage funds in a dedicated bank account, maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
- 12. PERFORMANCE REPORTING AND REIMBURSEMENT.** Grantees shall report performance of responsibilities set forth in this Agreement and Exhibits 1 and 2 on a report form provided by the County. Grantees may request reimbursement for eligible expenses, less revenues or other funds received, incurred in connection with the performance of activities in accordance with this Agreement and Exhibits 1 and 2 on a reimbursement form provided by the County.
- Reimbursement requests must be submitted to the County Liaison by July 15 of the grant calendar year and by January 15 following the grant calendar year. The Grantee must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that the Grantee has submitted complete documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.
- Reimbursement requests must be supported by documentation such as vendor invoices, receipts, or detailed financial reports produced using municipal accounting software, itemizing all expenses related to the grant, including salary and benefits. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.
- Reimbursement request payment will not be made for activities with incomplete documentation. Complete reimbursement requests are reviewed by the County Liaison. Payment for approved reimbursement requests will be made to the Grantee within 30 calendar days of approved reimbursement request submissions. Reimbursements will be made for approved expenditures incurred within the grant calendar year. No reimbursements will be made for reimbursement requests received after February 15 following the grant calendar year.
- 13. FAILURE TO PERFORM.** Upon review of each Grantee report, the County Liaison will notify the Grantee in writing of any unsatisfactory performance. Reimbursements will be authorized only for activities performed to the satisfaction of the County within the terms of this Agreement.

- 14. AMENDMENTS.** The Dakota County Environmental Resources Director (Director) shall have the authority to approve in writing modifications to the Funding Amount as requested by the Grantee, as long as the amount payable does not exceed the total Funding Amount identified in Section 7 and so long as the proposed modifications are consistent with the Agreement and Exhibits 1 and 2. The County Liaison shall have the authority to approve in writing modifications to the Application activities and related expenses identified in Exhibit 2 up to the Funding Amount, as requested by the Grantee, so long as the proposed modifications are consistent with the Program Guidelines (Exhibit 1) and this Agreement.
- 15. PROPERTY.** Upon termination of this Agreement or unless otherwise specified, any eligible infrastructure purchased by the Grantee or by the County and provided to the Grantee to fulfill Grant obligations shall be the sole property of the Grantee.
- 16. INDEMNIFICATION.** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and Grantee. The provisions of this section shall survive the expiration or termination of this Agreement.
- 17. AUTHORIZED REPRESENTATIVES:** The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only the authority specifically granted by their respective governing boards. The parties shall provide written notification to each other of any change to the Authorized Representative. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

TO THE COUNTY

Nikki Stewart, Director, or successor
Environmental Resources Department
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE GRANTEE

Mark Ray, or successor, Burnsville Public Works Director
City of Burnsville
100 Civic Center Pkwy
Burnsville, MN 55337

- 18. LIAISONS.** To assist the parties in the day-to-day performance of this Agreement, to ensure compliance, and provide ongoing consultation, a liaison shall be designated by the County and the Grantee. The County and the Grantee shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

COUNTY LIAISON

Gena Gerard
Senior Environmental Specialist
952-891-7021
gena.gerard@co.dakota.mn.us

GRANTEE LIAISON

Jackson Becker
Burnsville Environmental Specialist
100 Civic Center Pkwy
Burnsville, MN 55337

- 19. TERMINATION, GENERAL.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. In addition, notification to the County or the Grantee regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.
- 20. TERMINATION BY COUNTY FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the Grantee by email or facsimile is sufficient notice under this section. The County is not obligated to pay for any activities that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

- 21. USE OF CONTRACTORS.** The Grantee may engage contractors to perform activities funded pursuant to this Agreement. However, the Grantee retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the Grantee from any of its obligations under this Agreement. If the Grantee engages any contractors to perform any part of the activities, the Grantee agrees that the contract for such services shall include the following provisions:
- A. The contractor must maintain all records and provide all reporting as required by this Agreement.
 - B. The contractor must defend, indemnify, and hold harmless and save the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
 - C. The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and incorporated as Exhibit 3, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.
 - D. The contractor must be an independent contractor for the purposes of completing the contracted work.
 - E. The contractor must acknowledge that the contract between the Grantee and the contractor does not create any contractual relationship between County and the contractor.
 - F. The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.
 - G. The contractor must use County toolkits (i.e., text, content, images) and follow the County's Waste Abatement Education and Outreach Style Guide to provide standardized messaging.
- 22. EMPLOYEES OF PARTIES.** Any and all persons engaged in administering the Grant Program for the County shall not be considered employees of the Grantee, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said employees while so engaged shall not be the obligation or responsibility of the Grantee.
- Any and all persons engaged in the work to be performed by the Grantee arising from this Agreement shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the Grantee's employees while so engaged on any of the work arising from this Agreement shall not be the obligation or responsibility of the County.
- Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of partners or joint ventures between the County and the Grantee, nor shall the County be considered or deemed an agent or representative of the Grantee, and the Grantee shall not be deemed an agent or representative of the County.
- 23. COMPLIANCE WITH LAWS/STANDARDS.** The County and Grantee agree to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible, including but not limited to Minn. Stat. § 115A, which requires cities to collect recyclable materials at all facilities under their control, wherever trash is collected, and to transfer the recyclable materials to a recycler.
- 24. EXCUSED DEFAULT – FORCE MAJEURE.** Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

25. CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.

- A. **In General.** All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- B. **Waiver.** Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

26. RECORDS RETENTION AND AUDITS. Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If any funds provided under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the parties must keep these records for at least six years or longer if any audit-in-progress needs a longer retention time.

27. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and Grantee.

28. ASSIGNMENT. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Consent under this section may be subject to conditions.

29. GOVERNMENT DATA PRACTICES. For purposes of this Agreement, all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

30. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota or U.S. District Court, District of Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.

31. MERGER. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

32. SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

33. ELECTRONIC SIGNATURES. Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

Signature pages follow.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

FOR DAKOTA COUNTY
(I represent and warrant that I am authorized to execute this contract on behalf of Dakota County.)

By: _____
Nikki Stewart, Director
Environmental Resources Department

Date of signature: _____

Dakota County Contract #DCA23493

CITY OF BURNSVILLE
(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____
Signature line
Printed Name: _____

Title: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

CITY OF APPLE VALLEY

(Accepting designation of Burnsville as Fiscal Agent to act on behalf of the City of Apple Valley for purposes of the Community Waste Abatement Grant Agreement between Dakota County and the City of Burnsville.)

By: _____

Signature line

Printed Name: _____

Title: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

CITY OF EAGAN

(Accepting designation of Burnsville as Fiscal Agent to act on behalf of the City of Eagan for purposes of the Community Waste Abatement Grant Agreement between Dakota County and the City of Burnsville.)

By: _____

Signature line

Printed Name: _____

Title: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

CITY OF LAKEVILLE

(Accepting designation of Burnsville as Fiscal Agent to act on behalf of the City of Lakeville for purposes of the Community Waste Abatement Grant Agreement between Dakota County and the City of Burnsville.)

By: _____

Signature line

Printed Name: _____

Title: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

Dakota County Community Waste Abatement Grant Program 2026 Guidelines

I. Grant Overview

- A. Municipalities in Dakota County have responsibilities to establish and maintain comprehensive local waste abatement programs to support implementation of the Dakota County 2024-2044 Solid Waste Management Plan (Management Plan). Dakota County provides educational, financial, and technical assistance to municipal governments to aid local waste abatement programs. The Dakota County Community Waste Abatement Grant Program (Program) assists municipalities with waste abatement expenses.

II. Grant Eligibility

- A. Dakota County municipalities are eligible for the Program, excluding Dakota County townships and the cities of Coates, Empire, Hampton, Miesville, New Trier, Randolph, and Vermillion.
- B. Municipalities, other than those listed above, with fewer than 1,000 households are eligible for limited funding in specific categories.
- C. To be eligible for Municipal Facilities funding, municipality must have at least one municipal facility to verify or at least one employee to educate, other than the municipality's primary contact for the Program (Municipality Primary Contact).
- D. To be eligible for Multiunit Recycling funding, municipality must have multiunit residential housing.

III. Grant Funding Allocation and Match

- A. Funding amounts are determined annually by the County Board of Commissioners.
- B. Base Funding: Base Funding is allocated for required grant activities, including administration, residential communications, municipal facilities/parks verification and employee education, and special collections.
- C. Supplemental Funding: Optional Supplemental Funding is allocated for multiunit recycling, additional special collections, reduce/reuse activities, in-person education, event recycling, organics planning, and gap funding.
- D. Matching Funds: Eligible municipalities must provide a 25% match of the total reimbursed grant funding amount (Base Funding plus Supplemental Funding) through a cash match, in-kind contribution, or combination thereof, to pay for any activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing). Any expenses that are not listed in these guidelines as Eligible Expenses are ineligible for matching funds unless pre-approved by the County Liaison.

- E. Fund Eligibility Limits and Flexibility: a fund allocation maximum is set for each Base and Supplemental Funding grant category to align funding levels with Solid Waste Management Plan priorities, diversion potential, and other criteria, as defined in the Fund Allocation document. Fund allocations may be adjusted from one category to another, up to 50% from Organics Planning to any other category, and up to 10% for all other categories, while not exceeding the total fund allocation for a given year, with prior written approval from the County Liaison.

IV. Grant Application Instructions

- A. Conduct a planning process with communications, facilities, and event recycling staff and others who will be responsible for coordination and implementation, to collectively determine that activities included in the Application and Application Budget are feasible, realistic, and achievable.
- B. Complete the Application and the Application Budget, excluding areas for reporting.
- C. Include primary contact, secondary contact, and application reviewers for each municipality participating in the grant agreement.
- D. Use whole numbers for staff hours included in Application Budget.
- E. If multiple municipalities submit one Application, the Application Budget must itemize descriptions, costs, and funding requests for each municipality. Insert additional rows as needed.
- F. Submit Application and Application Budget by October 1, 2025 to County Liaison for review. Email to: gena.gerard@co.dakota.mn.us.
- G. Finalize Application with County Liaison and collect signature of authorized representative.
- H. Submit signed Application to County Liaison for approval. Email to: gena.gerard@co.dakota.mn.us.
- I. Obtain Grant Agreement from Dakota County.
- J. Execute Grant Agreement.

V. Funding Requests

Part 1: Base Funding Request (Required)

1. Grant Administration

Required Activities:

- A. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.

- B. Ensure named Municipality Primary Contact is properly trained to fulfill grant responsibilities by attending the Dakota County Recycling Ambassador course.
- C. Participate in solid waste management training to support effective implementation of grant activities, including at minimum:
 - 1. Annual RAM/SWANA conference
 - 2. Association of Recycling Managers (ARM) meetings
 - 3. Annual ARM workshop
- D. Ensure Municipality Primary Contact attends the six Program meetings hosted by Dakota County.
- E. Refer businesses, schools, multiunit properties, and other organizations to county Program Managers to coordinate all requests for resources (e.g., education, containers, labels).
- F. Provide reasonable support to implement the Solid Waste Management Plan, including but not limited to:
 - 1. Share city license list of any vape/tobacco stores with County Liaison for purposes of county education on proper used vape/battery management.
 - 2. Update local codes as appropriate to be consistent with and no less restrictive than County Ordinance 110.
- G. Demonstrate Program compliance and waste abatement metrics in mid-year and final reports that include information for all Base and Supplemental funded projects, as described in Reporting and Reimbursement below.
- H. Submit reimbursement requests by county deadlines with substantiating documentation, as described in Reporting and Reimbursement below.

Optional Activities:

- I. Participate in the annual RAM compost bin sale.

Eligible Expenses:

- A. Salary, benefits, and mileage of municipal personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Solid waste training and professional memberships to support effective implementation of Base Funding or Supplemental Funding activities.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

2. Residential Communications

Required Activities:

- A. Mail county-developed articles on each of the following themes to all residential households, with a half page minimum per topic:
 - 1. Home recycling
 - 2. Household hazardous waste management (The Recycling Zone)
 - 3. Food scraps reduction or management
 - 4. Reduce/reuse opportunities
- B. Post at least one county-developed waste abatement social media message per month using county-provided messaging (e.g., county messaging toolkit, share county media posts).
- C. Request county approval of any proposed modifications to county-developed articles or social media posts at least two weeks before the municipal deadline for printing or publishing.
- D. Stock brochure racks at city-owned/operated facilities with county-provided waste abatement print materials (i.e., What Goes Where guides, Fix-It-Clinic flyers, etc.).
- E. Expand waste abatement outreach to engage diverse/underserved residents including use county translated waste abatement messaging/materials as appropriate.
- F. Maintain waste management information on the municipal website following county guidance in coordination with the County Liaison, keeping information and links current.
- G. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone).
- H. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Percentage of cost for design, production, and postage for municipality newsletter devoted to waste abatement articles on topics listed in Required Activities above using county standardized messaging articles and images.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Consultant services or stipend for an individual, organization, or group to provide assistance.
- E. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

3. Municipal Facilities

Required Activities:

- A. Provide verification of best waste management practices and recycling compliance at least once annually, by visually inspecting and reporting status using the Municipal Facilities Recycling Tool.
- B. Provide county-required recycling educational messaging to each municipal employee, volunteer, tenant, and custodial/housekeeping staff who generates and sorts trash and recycling, within 30 days of hire and at least annually thereafter.
- C. Conduct in-person training on recycling requirements for municipalities with city personnel who are responsible for (a) recycling container placement and monitoring on city-owned/operated property, (b) emptying trash, recycling, and organics containers on city-owned/operated property, (c) handling event permits or facility rental applications, and (d) staffing events subject to city recycling requirements.

Optional Activities:

- D. Conduct tours of recycling, composting, or landfill facilities to educate municipal leaders and employees about the local recycling and waste management system.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Copying and printing waste abatement education materials for municipal employees and vendors, using county messaging standards.
- C. Fees for tours of recycling, composting, or landfill facilities.
- D. Interpretive services.
- E. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

4. Special Collections

Required Activities:

- A. Implement collections of all of the following materials that are challenging for residents to recycle or compost, using the method specified, with an independent collection for each city having 1,000 households or more and a co-collection for each city having fewer than 1,000 households (i.e., in collaboration with an adjacent city):
 - 1. Holiday lights: free collection for recycling during and after winter holidays

2. Mattresses and box springs: drop off discount for recycling and reuse, curbside pickup discount for recycling and reuse, or one-day collection, with reuse required for materials in good condition
 3. Paper: free collection for shredding and recycling confidential documents
 4. Pumpkins: free collection for composting after Halloween
 5. Scrap metal: free or partly-subsidized collection for recycling if city hosts a cleanup day
- B. Implement a free collection of yard signs for recycling after fall elections, as a single-city or multi-city event (i.e., in collaboration with one or more adjacent cities).
 - C. Promote all city-led special collections through social media, videos, e-news, print media, or other outreach/media channels, specifying how materials will be managed (i.e., recycling, reuse, or both).
 - D. Request and report weights, cubic yards, or number of units for each material collected, as specified on the county reporting tool.
 - E. Coordinate timing of special collections with County Liaison to prevent duplication of effort, timing overlap, conflicting messages, pricing conflicts, and confusion for residents.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities (i.e., for collection of materials listed above).
- B. Vendor services, less resident fees, to collect materials listed above with confirmed delivery to a reuse location or to a licensed recycling/organics facility, or to another facility approved by the County Liaison.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Consultant services or stipend for an individual, organization, or group to provide assistance.
- E. Equipment (e.g., grabbers) and personal protective equipment for volunteers working on collections for materials listed above.
- F. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

Part 2: Supplemental Funding Request (Optional)

5. Multiunit Recycling

Required Activities:

- A. Provide technical assistance for participants in the Dakota County Multiunit Recycling Program by:
 - 1. Conducting broad-based outreach through multiple communication channels
 - 2. Reaching out to an agreed-upon number of potential new participants and past participants in coordination with the County Liaison
 - 3. Responding to requests for assistance
 - 4. Completing needs assessments, applications, and data-collection mechanisms
 - 5. Implementing infrastructure and education plans
 - 6. Advancing site-specific solutions for increased waste diversion, waste reduction, and reuse
- B. Maintain an annually updated list of addresses and contacts for multiunit properties that are eligible for the Program, and share with Dakota County.
- C. Provide an annual mailing about Program resources to multiunit property managers and/or owners in coordination with County Liaison.

Optional Activities:

- D. Coordinate with the County Liaison to revise multiunit recycling mechanisms (e.g., business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings) and municipal planning and construction procedures to support recycling in new or remodeled buildings (e.g., recycling chutes, adequate space), consistent with city recycling codes and county ordinances.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Consultant services or stipend for an individual, organization, or group to provide assistance.
- C. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

6. Reduce/Reuse Activities

Required Activities:

- A. Host a free drop box for donations of reusable athletic equipment if there are no permanent physical locations to reuse (e.g. donate, buy, sell, exchange) within the city.
- B. Promote existing reuse opportunities for athletic equipment, furniture, and building materials (e.g., curbside pickup, drop-off, online exchange, other), through two or more of the following: social media, videos, e-news, print media, or other outreach/media channels.
- C. Promote city-led reuse opportunities for optional materials in (H) through at least one outreach/media channel.

- D. Obtain and report weights for each material collected, donated, or exchanged, as specified on the county reporting tool.
- E. Ensure that usable leftover items are donated or reused after each city-led reuse opportunity, to the extent possible.
- F. Track and report number of people participating in all staffed reuse activities by monitoring participation using a sign-in sheet or clicker.
- G. Provide updates to the online Dakota County Reduce & Reuse Map.

Optional Activities:

- H. Implement free or low-cost reuse opportunities (e.g., swap event, collection for donation, curbside pickup discount, drop box) for materials that are challenging for residents to reuse, along with an interactive educational activity for in-person events (i.e., as described in 7A), using the best method of reuse based on data available. Preference must be given to materials and methods that meet all of the following criteria, with priority given to building materials and furniture, and a limit of one activity per city for materials that do not meet these criteria:
 - 1. Significant diversion – at least 0.5 ton per event or activity
 - 2. Fills a gap – no permanent physical location to reuse (e.g., donate, buy, sell, exchange) within the city
 - 3. Convenient and accessible – including consideration for transportation and physical barriers
 - 4. Confirmed reuse outlet and end use
 - 5. Does not duplicate, interfere, or compete with private sector services
- I. Attend Reuse Minnesota meetings.
- J. Attend Responsible Public Purchasing Council meetings.
- K. Switch to reusable dishware (e.g., washable dishes and silverware) at permanent city-owned facilities.
- L. Provide and collect reusable dishware (e.g., washable baskets, cups) at community events on city property with at least 300 attendees to reduce single-use products use.
- M. Provide assistance at Dakota County Fix-It Clinics held in the city, if applicable.
- N. Host residential reduce, reuse, or repair education classes using county messaging, ensuring all hired educators are approved in advance by the County Liaison, and reporting on outcomes by monitoring presentation attendance (e.g., sign-in sheet or head count), online webinar attendance (e.g., number of people who log on), table interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).
- O. Facilitate changes to municipality policies to increase reuse opportunities in the community (e.g., clothing drop box prohibitions, rental companies, and secondhand stores) or internal operations (e.g., office supplies, equipment).
- P. Other as approved by County Liaison (e.g., repair event or coupon).

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities described in Required and Optional Activities above).
- B. Vendor services, less resident fees, to collect materials listed above at a residential drop-off day, event, or permanent collection option (drop-off site, curbside collection) with confirmed delivery to a reuse, recycling, or organics facility.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Reuse training and professional memberships to support effective implementation of reduction/reuse activities.
- E. Fees for county-approved professional educators and performers who help implement required education activities on topics listed above and comply with county messaging standards.
- F. Consultant services or stipend for an individual, organization, or group to provide assistance.
- G. Washable dishware to replace single-use products, as described in Optional Activities above.
- H. Dishwasher up to \$2,000 at city-owned facilities, including dishwashing carts and racks; must be Energy Star qualified.
- I. County-approved promotional items or professional services up to \$500 in value that create minimal waste and engage residents in reduce/reuse activities described above.
- J. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

7. In-Person Education

Required Activities:

- A. Provide resident waste abatement education at events or gatherings, in person or online, to educate at least 1% of the municipality's population through interactive activities between city staff and residents (e.g., ed kits, games, conversations, teaching, presentations), on all four of the following topics, with a focus on one or two topics per event; does not include display views or brochure distribution:
 - 1. Home recycling
 - 2. Residential food scraps drop site(s)
 - 3. The Recycling Zone services
 - 4. Local reduce/reuse opportunities (e.g., repair)

- B. Promote city-led education opportunities in (A) through at least one outreach/media channel.
- C. Ensure all staff and volunteers who implement In-Person Education activities are properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course and using current county messaging.
- D. Ensure all professional educators who implement In-Person Education activities are approved in advance by County Liaison.
- E. Use county education materials, display materials, and presentation slides.
- F. Coordinate with County Liaison for any education requests in schools, businesses, and multiunit residences.
- G. Expand waste abatement outreach to engage diverse/underserved residents including using county translated waste abatement messaging/materials as appropriate.
- H. Track and report number of people educated in person by monitoring presentation participation (e.g., sign-in sheet or head count), online webinar participation (e.g., number of people who log on), verbal tabling activity interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).

Optional Activities:

- I. Conduct tours of recycling, composting, or landfill facilities to educate residents about the local recycling and waste management system.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities (i.e., only activities described in Required and Optional Activities above; does not include brochure distribution, or any activities lacking an educational in-person or online face-to-face interaction and direct learning experience).
- B. Tablecloths, table runners, banners, signage, sign boards, stands, brochure holders, and other materials needed for engagement and education.
- C. Event, booth, and room rental fees.
- D. Fees for county-approved professional educators and performers who help implement required education activities on topics listed above and comply with county messaging standards.
- E. Fees for tours of recycling, composting, or landfill facilities.
- F. County-approved promotional items or professional services up to \$500 in value that create minimal waste and engage residents in education activities described above.
- G. Consultant services or stipend for an individual, organization, or group to provide assistance.

- H. Interpretive services.
- I. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

8. Event Recycling

Required Activities:

- A. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at events, tournaments, and festivals held on city-owned property:
 - 1. Contact and assist city event coordinators to plan and implement recycling collection.
 - 2. Provide an appropriate number of co-located recycling and trash containers in strategic locations to prevent overflow, along with proper bags and signage.
 - 3. Provide required county waste abatement messaging to educate vendors, volunteers, and custodial staff about event recycling requirements.
- B. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at household parties (i.e., non-city events) upon request.
- C. Update two or more municipal forms (e.g., event permit, event vendor agreement, facility rental agreement) using county model messaging to include recycling requirements for events, tournaments, and festivals, consistent with city codes and county ordinance.

Optional Activities:

- D. Add waste abatement infrastructure (i.e., recycling and organics containers, lids, labels, and signage) in municipality-controlled facilities (e.g., buildings, parks, and roadways) where containers are needed and have not yet been placed, (i.e., replacing containers is an ineligible expense) using the county-developed container purchasing checklist.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. X-frame containers, X-Frame bags for recyclables, grabbers, green five-gallon buckets, signage, promotion, and other materials necessary for successful project implementation at events.
- C. Recycling hauling services of collected materials from city events, tournaments, and festivals, with confirmed delivery to a facility licensed to manage the material.
- D. Consultant services or stipend for an individual, organization, or group to provide assistance.
- E. Recycling and organics containers or multi-stream containers, lids, lanyards, and labels/signage necessary to fulfill Optional Activities described above, consistent with the county-developed

container purchasing checklist. Trash receptacles are only eligible as part of a multi-stream container (i.e., the Program does not fund stand-alone trash containers).

- F. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

9. Organics Planning

Optional Activities:

- A. Support research and planning for residential curbside organics collection.
- B. Support research and planning for new organics drop sites.

Eligible Expenses:

- A. Salary, benefits, and mileage of municipal personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Consultant services or stipend for an individual, organization, or group to provide assistance.
- C. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

10. Gap Funding

Required Activities:

- A. Complete, or make progress toward completing, one or more waste abatement projects included in eligible grant categories above, for which additional funding is needed, with first priority given to filling funding gaps in Base Funding categories, second priority given to filling gaps in Supplemental Funding categories, and third priority given to conducting waste abatement activities that are not included in Base Funding or Supplemental Funding, with prior written County Liaison approval.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities.
- B. Expenses for completion of projects that are eligible, as defined in Required Activities, Optional Activities, and Eligible Expenses sections.
- C. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

VI. Ineligible Expenses

The following expenses are ineligible for funding:

- A. Expenses that are not specified as an eligible expense above, unless written approval has been obtained from the County Liaison.
- B. Expenses related to non-waste abatement waste issues (e.g., energy, water, sustainability).
- C. Expenses related to land disposal of materials, and collection and management of banned materials, trash, hazardous and household hazardous waste and business waste, unless specifically identified above (e.g., residential compact fluorescent bulb collection, multi-stream containers).
- D. Expenses related to city code amendments and enforcement (e.g., code compliance administration, inspections).
- E. Municipality-generated waste management.
- F. Infrastructure purchases (e.g., containers, bags) as part of Organics Planning.
- G. Dishwasher replacement, electrical costs, and plumbing costs related to dishwasher installation.
- H. Design/print of education and communications print materials not described above, unless prior written approval has been obtained from the County Liaison.
- I. Translation services.
- J. Out-of-state meals, travel, and lodging.
- K. Office supplies and equipment including phone charges, website host fees, and consultant fees.
- L. Installation and labor costs related to equipment purchase, service costs or plans such as extended warranties, and replacement of existing equipment such as dishwashers, refrigerators/freezers, and water filling stations.
- M. Extended leave, defined as a formal leave of absence for a special circumstance (e.g., childbirth, caring for an ill family member, health condition, military leave) approved by the city, for voluntary or mandatory (e.g., performance) reasons.

VII. Reporting and Reimbursement

Required Activities:

- A. By July 15, 2026, municipality shall submit a mid-year report and reimbursement request form for the first six months of 2025, on forms provided by the County Liaison.
- B. By January 15, 2027, municipality shall submit a final report and reimbursement request form for the last six months of 2026, on forms provided by the County Liaison.

- C. Mid-year and final reports shall include time spent on each category, and for each city if applicable, for municipality personnel, both permanent and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities during the reimbursement period.
- D. Report and reimbursement request forms must be signed by the Authorized Representative (i.e., contract signatory) for the grant agreement, or by other designee who is independent of municipality personnel who work directly on the planning, implementing, promoting, and reporting of eligible activities.
- E. Reimbursement requests must be for eligible expenses, less revenues or other monies received, incurred in connection with the performance of grant activities.
- F. Reimbursement requests must be supported by documentation that includes expense dates, vendors, items purchased, and amounts – such as vendor invoices, receipts, or detailed financial reports produced using municipal accounting software – itemizing all expenses related to the grant, including salary and benefits, with photos of purchased containers and placement, in-person education events with tables, and special collections for recycling, organics, or reuse. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.
- G. Salary and benefits cannot exceed the total amount budgeted for salary and benefits in the Application unless reasonable justification is provided and approved by County Liaison in advance.
- H. Activities outlined in the Application and contained in the Grant Agreement represent municipality's obligations, and it is the county's expectation that the Grant Agreement will be fully implemented. Municipality must contact County Liaison to make workable adjustments as needed during the contract period and proactively address any implementation challenges as they arise.
- I. Changes to Application activities and related expenses require prior approval from the County Liaison, as described in the Grant Agreement.

Dakota County Community Waste Abatement Grant Program 2026 Application

Municipality	City of Burnsville
Application Deadline	October 1, 2025
Funding Period	January 1, 2026 - December 31, 2026
Report and Reimbursement Request Due Dates	July 15, 2026 for January - June 2026 January 15, 2027 for July - December 2026

Authorized Representative (Contract Signatory)			
Name:	Mark Ray	City and Title:	Burnsville Public Works Director
E-mail:	Mark.Ray@burnsvillemn.gov	Phone:	952-895-4459
Mailing Address:	100 Civic Center Pkwy, Burnsville, MN 55337		

Municipality Primary Contact			
Designated Liaison:	Jackson Becker	City and Title:	Burnsville Environmental Specialist
E-mail:	Jackson.Becker@burnsvillemn.gov	Phone:	952-895-4511
Municipality Secondary Contact			
Designated Back-up:	Cassidy Carlisle	City and Title:	Burnsville Environmental Technician
E-mail:	Cassidy.Carlisle@burnsvillemn.gov	Phone:	952-895-4515
Designated Back-up:	Daryl Jacobson	City and Title:	Burnsville Natural Resources Manager
E-mail:	Daryl.Jacobson@burnsvillemn.gov	Phone:	952-895-4574
Designated Back-up:	Charles Grawe	City and Title:	Apple Valley Assistant City Manager
E-mail:	Charles.Grawe@applevalleymn.gov	Phone:	952-953-2508
Designated Back-up:	Gillian Catano	City and Title:	Eagan Sustainability Coordinator
E-mail:	Gillian.Catano@eaganmn.gov	Phone:	651-675-5518
Designated Back-up:	Ann Messerschmidt	City and Title:	Lakeville Environmental Resources Specialist
E-mail:	amesserschmidt@lakevillemn.gov	Phone:	952-985-4528
Municipality Communications Contact			
Name:	Eve Heeralall	City and Title:	Apple Valley Communications Specialist
E-mail:	eve.heeralall@applevalleymn.gov	Phone:	952-953-2845
Name:	Amber Jacobson	City and Title:	Burnsville Assistant Communications Director
E-mail:	amber.jacobson@burnsvillemn.gov	Phone:	952-895-4575
Name:	Sara Horwath	City and Title:	Eagan Communications Director
E-mail:	sara.horwath@eaganmn.gov	Phone:	651-675-5066
Name:	Tierney Helmers	City and Title:	Lakeville Communications Manager
E-mail:	thelmers@lakevillemn.gov	Phone:	952-985-4407
Application Reviewers			
Communications - Name:	Eve Heeralall	City and Title:	Apple Valley Communications Specialist

	Callie Gudmonson	City and Title:	Burnsville Communications Coordinator
	Sara Horwath	City and Title:	Eagan Communications Director
	Tierney Helmers	City and Title:	Lakeville Communications Manager
Municipal Facilities - Name:	Eric Carlson	City and Title:	Apple Valley Parks & Recreation Director
	Garrett Beck	City and Title:	Burnsville Parks, Recreation and Facilities Director
	Andrew Pimental	City and Title:	Eagan Parks & Recreation Director
	Tom Breeggemann	City and Title:	Lakeville Facilities Supervisor
Event Recycling - Name:	Nate Rosa	City and Title:	Apple Valley Recreation Manager
	Chad Lindstrom	City and Title:	Burnsville Parks Crew Leader
	Tanya Mozingo	City and Title:	Eagan Recreation Manager
	Susan Johnson	City and Title:	Lakeville Recreation Manager
Other - Name:	Charles Grawe	City and Title:	Apple Valley Assistant City Administrator
	Daryl Jacobson	City and Title:	Burnsville Natural Resources Manager
	Elissa Ryan	City and Title:	Burnsville Finance Director
	Gillian Catano	City and Title:	Eagan Sustainability Coordinator
	Ann Messerschmidt	City and Title:	Lakeville Environmental Resources Specialist

Budget Summary	Funding Eligibility	Funding Request
Part 1: Base Funding Request (Required)		
1. Grant Administration		
2. Residential Communications		
3. Municipal Facilities		
4. Special Collections	\$162,322.10	\$162,320.00
Part 2: Supplemental Funding Request (Optional)		
5. Multiunit Recycling		
6. Reduce/Reuse Activities		
7. In-Person Education		
8. Event Recycling		
9. Gap Funding	\$177,590.62	\$177,590.00
10. Organics Planning	\$15,400.35	\$15,400.00
Total Eligible and Total Requested	\$355,313.07	\$355,310.00
Total Match/In-Kind (25%)		\$154,605.00 (43.5%)
Combined Total (Request + Match)		\$509,915.00

I. Grant Application Instructions

- A. Conduct a planning process with communications, facilities, and event recycling staff and others who will be responsible for coordination and implementation, to collectively determine that activities included in the Application and Application Budget are feasible, realistic, and achievable.
- B. Complete the Application and the Application Budget, excluding areas for reporting.

- C. Include primary contact, secondary contact, and application reviewers for each municipality participating in the grant agreement.
- D. Use whole numbers for staff hours included in Application Budget.
- E. If multiple municipalities submit one Application, the Application Budget must itemize descriptions, costs, and funding requests for each municipality. Insert additional rows as needed.
- F. Submit Application and Application Budget by October 1, 2025 to County Liaison for review. Email to: gena.gerard@co.dakota.mn.us.
- G. Finalize Application with County Liaison and collect signature of authorized representative.
- H. Submit signed Application to County Liaison for approval. Email to: gena.gerard@co.dakota.mn.us.
- I. Obtain Grant Agreement from Dakota County.
- J. Execute Grant Agreement.

II. Application Approval

Application for January 1, 2026 – December 31, 2026

Due: October 1, 2025

Authorized Signature (Contract Signatory page 1):

I, the undersigned, certify that this application and accompanying budget was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory)	Mark Ray
Title	Public Works Director
City	Burnsville
Signature (electronic signature acceptable)	
Date	11/3/2025

Additional signatures for application approval:

Authorized Representative	
Title	
City	
Signature (electronic signature acceptable)	
Date	

Authorized Representative	
Title	
City	
Signature (electronic signature acceptable)	

Date	
Authorized Representative	
Title	
City	
Signature (electronic signature acceptable)	
Date	

III. Reports and Reimbursement Requests

- A. See instructions in Guidelines Section VII: Reporting and Reimbursement.
- B. Fill in actual expenses on the 2026 Community Waste Abatement Grant program Application Budget.
- C. Collect authorized signature below and submit with completed Application Budget.

Report for January 1, 2025 – June 30, 2026

Due: July 15, 2026

Authorized Signature (Contract Signatory page 1):

I, the undersigned, certify that this report and accompanying budget was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory)	
Title	
Signature (electronic signature acceptable)	
Date	
Total Reimbursement Request	

Report for July 1, 2026 – December 31, 2026

Due: January 15, 2027

Authorized Signature (Contract Signatory page 1):

I, the undersigned, certify that this report and accompanying budget was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory)	
Title	
Signature (electronic signature acceptable)	
Date	
Total Reimbursement Request	

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
Part 1: Base Funding Request (Required)												
1. Grant Administration												
Apple Valley	Staff salary to administer Grant Requirements listed below	Jackson Becker (JB), Env. Specialist	86	\$ 6,794.00		\$ 6,794.00					\$ -	\$ 6,794.00
Burnsville			86	\$ 6,794.00		\$ 6,794.00					\$ -	\$ 6,794.00
Eagan			86	\$ 6,794.00		\$ 6,794.00					\$ -	\$ 6,794.00
Lakeville			86	\$ 6,794.00		\$ 6,794.00					\$ -	\$ 6,794.00
Apple Valley	Staff salary to administer Grant Requirements listed below	Cassidy Carlisle (CC), Env. Technician	37	\$ 2,331.00		\$ 2,331.00					\$ -	\$ 2,331.00
Burnsville			37	\$ 2,331.00		\$ 2,331.00					\$ -	\$ 2,331.00
Eagan			37	\$ 2,331.00		\$ 2,331.00					\$ -	\$ 2,331.00
Lakeville			37	\$ 2,331.00		\$ 2,331.00					\$ -	\$ 2,331.00
Apple Valley	Staff salary to administer Grant Requirements listed below	Env. Intern	9	\$ 162.00		\$ 162.00					\$ -	\$ 162.00
Burnsville			9	\$ 162.00		\$ 162.00					\$ -	\$ 162.00
Eagan			9	\$ 162.00		\$ 162.00					\$ -	\$ 162.00
Lakeville			9	\$ 162.00		\$ 162.00					\$ -	\$ 162.00
A. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.	Staff time for grant admin (hours included above)	JB, CC				\$ -					\$ -	\$ -
B. Ensure named Municipality Primary Contact is properly trained to fulfill grant responsibilities by attending the Dakota County Recycling Ambassador course.	Complete	JB, CC				\$ -					\$ -	\$ -
C. Participate in solid waste management training to support effective implementation of grant activities, including at minimum:	-	JB, CC				\$ -					\$ -	\$ -
1. Annual RAM/SWANA conference	RAM membership (\$300) + RAM/SWANA conference for 2 people (\$430 x 2)	JB, CC			\$ 1,160.00	\$ 1,160.00					\$ -	\$ 1,160.00
2. Association of Recycling Managers (ARM) meetings	ARM membership (\$35 x 2)	JB, CC			\$ 70.00	\$ 70.00					\$ -	\$ 70.00
3. Annual ARM workshop	ARM workshop (free)	JB, CC			\$ -	\$ -					\$ -	\$ -
D. Ensure Municipality Primary Contact attends the six Program meetings hosted by Dakota County.	Staff time for meetings (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
E. Refer businesses, schools, multiunit properties, and other organizations to county Program Managers to coordinate all requests for resources (e.g., education, containers, labels).	Staff time for referrals (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
F. Provide reasonable support to implement the Solid Waste Management Plan, including but not limited to:	-	JB, CC			\$ -	\$ -					\$ -	\$ -
1. Share city license list of any vape/tobacco stores with County Liaison for purposes of county education on proper used vape/battery management.	Staff time for activity (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
2. Update local codes as appropriate to be consistent with and no less restrictive than County Ordinance 110.	Staff time for activity (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
G. Demonstrate Program compliance and waste abatement metrics in mid-year and final reports that include information for all Base and Supplemental funded projects, as described in Reporting and Reimbursement below.	Staff time for reporting (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
H. Submit reimbursement requests by county deadlines with substantiating documentation, as described in Reporting and Reimbursement below.	Staff time for reimbursement prep (hours included above)	JB			\$ -	\$ -					\$ -	\$ -
I. Optional: Participate in the annual RAM compost bin sale.	-	-	-	-	\$ -	\$ -	-	-	-	-	\$ -	\$ -
OTHER: Attend other training opportunities as they come up, pre-approved by County Liaison	Registration for other training opportunities (\$50 x 2)	JB, CC			\$ 100.00	\$ 100.00					\$ -	\$ 100.00
TOTAL	-	-	528	\$ 37,148.00	\$ 1,330.00	\$ 38,478.00	\$ -		\$ -		\$ -	\$ 38,478.00
Matching Funds	Supervisory staff time	Charles Grawe, AV	20	\$ 2,260.00	-	\$ 2,260.00						
	Supervisory staff time	Daryl Jacobson, BV	60	\$ 6,060.00	-	\$ 6,060.00						
	Supervisory staff time	Mark Ray, BV	20	\$ 2,820.00	-	\$ 2,820.00						
	Supervisory staff time	Elissa Ryan, BV	20	\$ 2,400.00	-	\$ 2,400.00						
	Supervisory staff time	Alison McElwee, BV	10	\$ 630.00	-	\$ 630.00						
	Supervisory staff time	Gillian Catano, EA	40	\$ 2,800.00	-	\$ 2,800.00						
	Supervisory staff time	Ann Messerschmidt, LV	40	\$ 2,800.00	-	\$ 2,800.00						
	Supervisory staff time	Mac Cafferty, LV	20	\$ 2,000.00	-	\$ 2,000.00						
TOTAL	-	-	230	\$ 21,770.00	\$ -	\$ 21,770.00	\$ -		\$ -		\$ -	\$ -

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
2. Residential Communications												
Apple Valley	Staff salary to administer Grant Requirements listed below	JB	20	\$ 1,580.00		\$ 1,580.00					\$ -	\$ 1,580.00
Burnsville			20	\$ 1,580.00		\$ 1,580.00					\$ -	\$ 1,580.00
Eagan			20	\$ 1,580.00		\$ 1,580.00					\$ -	\$ 1,580.00
Lakeville			20	\$ 1,580.00		\$ 1,580.00					\$ -	\$ 1,580.00
Apple Valley	Staff salary to administer Grant Requirements listed below	CC	40	\$ 2,520.00		\$ 2,520.00					\$ -	\$ 2,520.00
Burnsville			40	\$ 2,520.00		\$ 2,520.00					\$ -	\$ 2,520.00
Eagan			40	\$ 2,520.00		\$ 2,520.00					\$ -	\$ 2,520.00
Lakeville			40	\$ 2,520.00		\$ 2,520.00					\$ -	\$ 2,520.00
Apple Valley	Staff salary to administer Grant Requirements listed below	Env. Intern	5	\$ 90.00		\$ 90.00					\$ -	\$ 90.00
Burnsville			5	\$ 90.00		\$ 90.00					\$ -	\$ 90.00
Eagan			5	\$ 90.00		\$ 90.00					\$ -	\$ 90.00
Lakeville			5	\$ 90.00		\$ 90.00					\$ -	\$ 90.00
A. Mail county-developed articles on each of the following themes to all residential households, with a half page minimum per topic:	-	JB, CC			\$ -	\$ -					\$ -	\$ -
1. Home recycling	Included in Matching Funds	JB, CC			\$ -	\$ -					\$ -	\$ -
2. Household hazardous waste management (The Recycling Zone)	Included in Matching Funds	JB, CC			\$ -	\$ -					\$ -	\$ -
3. Food scraps reduction or management	Included in Matching Funds	JB, CC			\$ -	\$ -					\$ -	\$ -
4. Reduce/reuse opportunities	Included in Matching Funds	JB, CC			\$ -	\$ -					\$ -	\$ -
B. Post at least one county-developed waste abatement social media message per month using county-provided messaging (e.g., county messaging toolkit, share county media posts).	Design software subscription for social media posts and event promotions (\$360)	JB, CC			\$ 360.00	\$ 360.00					\$ -	\$ 360.00
C. Request county approval of any proposed modifications to county-developed articles or social media posts at least two weeks before the municipal deadline for printing or publishing.	Staff time for activity (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
D. Stock brochure racks at city-owned/operated facilities with county-provided waste abatement print materials (i.e., What Goes Where guides, Fix-It-Clinic flyers, etc.).	Staff time for activity (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
E. Expand waste abatement outreach to engage diverse/underserved residents including use county translated waste abatement messaging/materials as appropriate.	Utilize County translation services to provide social media and printed materials in Spanish and Somali, if available. Include community groups representing diverse/underserved residents in direct distribution lists.	JB, CC			\$ -	\$ -					\$ -	\$ -
F. Maintain waste management information on the municipal website following county guidance in coordination with the County Liaison, keeping information and links current.	Staff time for website updates (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
G. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone).	Staff time for resident inquiries (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
H. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.	-	JB, CC			\$ -	\$ -					\$ -	\$ -
TOTAL	-	-	260	\$ 16,760.00	\$ 360.00	\$ 17,120.00	\$ -	0	\$ -	0	\$ -	\$ 17,120.00
Matching Funds	AV Newsletter, website and social media	Eve Heeralall, AV	15	\$ 975.00	\$ -	\$ 975.00						
	E-guide (all 4 articles) print and postage to all AV households (\$0.20 x 21,900 copies)	-	-	\$ -	\$ 4,380.00	\$ 4,380.00						
	BV Newsletter, website and social media	Callie Gudmonson, BV	15	\$ 1,095.00	\$ -	\$ 1,095.00						
	BV Newsletter, website and social media	Amber Jacobson, BV	5	\$ 520.00	\$ -	\$ 520.00						
	E-guide (all 4 articles) print and postage to all BV households (\$0.20 x 26,300 copies)	-	-	\$ -	\$ 5,260.00	\$ 5,260.00						
	EA Newsletter, website and social media	Gretchen Zampogna, EA	15	\$ 1,050.00	\$ -	\$ 1,050.00						

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
	EA Newsletter, website and social media	Sara Leier Horwath, EA	10	\$ 870.00	\$ -	\$ 870.00						
	E-guide (all 4 articles) print and postage to all EA households (\$0.20 x 28,600 copies)	-	-	\$ -	\$ 5,720.00	\$ 5,720.00						
	LV Newsletter, website and social media	Comm. Spec. (to be named later)	15	\$ 1,050.00	\$ -	\$ 1,050.00						
	LV Newsletter, website and social media	Tierney Helmers, LV	15	\$ 1,350.00	\$ -	\$ 1,350.00						
	E-guide (all 4 articles) print and postage to all LV households (\$0.20 x 25,900 copies)	-	-	\$ -	\$ 5,180.00	\$ 5,180.00						
TOTAL	-	-	90	\$ 6,910.00	\$ 20,540.00	\$ 27,450.00	\$ -	0	\$ -	0	\$ -	\$ -
3. Municipal Facilities												
Apple Valley			10	\$ 790.00	\$ -	\$ 790.00					\$ -	\$ 790.00
Burnsville	Staff salary to administer Grant Requirements listed below	JB	10	\$ 790.00	\$ -	\$ 790.00					\$ -	\$ 790.00
Eagan			10	\$ 790.00	\$ -	\$ 790.00					\$ -	\$ 790.00
Lakeville			10	\$ 790.00	\$ -	\$ 790.00					\$ -	\$ 790.00
Apple Valley			20	\$ 1,260.00	\$ -	\$ 1,260.00					\$ -	\$ 1,260.00
Burnsville	Staff salary to administer Grant Requirements listed below	CC	20	\$ 1,260.00	\$ -	\$ 1,260.00					\$ -	\$ 1,260.00
Eagan			20	\$ 1,260.00	\$ -	\$ 1,260.00					\$ -	\$ 1,260.00
Lakeville			20	\$ 1,260.00	\$ -	\$ 1,260.00					\$ -	\$ 1,260.00
Apple Valley			47	\$ 846.00	\$ -	\$ 846.00					\$ -	\$ 846.00
Burnsville	Staff salary to administer Grant Requirements listed below	Env. Intern	47	\$ 846.00	\$ -	\$ 846.00					\$ -	\$ 846.00
Eagan			47	\$ 846.00	\$ -	\$ 846.00					\$ -	\$ 846.00
Lakeville			47	\$ 846.00	\$ -	\$ 846.00					\$ -	\$ 846.00
A. Provide verification of best waste management practices and recycling compliance at least once annually, by visually inspecting and reporting status using the Municipal Facilities Recycling Tool.	Staff time performing verifications (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
B. Provide county-required recycling educational messaging to each municipal employee, volunteer, tenant, and custodial/housekeeping staff who generates and sorts trash and recycling, within 30 days of hire and at least annually thereafter.	Provide recycling educational messaging in new hire packets within 30 days of start date, and to all city employees, volunteers, tenant, and custodial/housekeeping staff via email reminder on annual basis.	JB, CC			\$ -	\$ -					\$ -	\$ -
C. Conduct in-person training on recycling requirements for municipalities with city personnel who are responsible for (a) recycling container placement and monitoring on city-owned/operated property, (b) emptying trash, recycling, and organics containers on city-owned/operated property, (c) handling event permits or facility rental applications, and (d) staffing events subject to city recycling requirements.	Coordinate "lunch and learns" and attend staff meetings to provide in-person education for city personnel responsible for container placement, emptying containers, handling event permits or rental applications, and staffing events.	JB, CC			\$ -	\$ -					\$ -	\$ -
D. Optional: Conduct tours of recycling, composting, or landfill facilities to educate municipal leaders and employees about the local recycling and waste management system.	-	-	-	-	\$ -	\$ -					\$ -	\$ -
TOTAL	-	-	308	\$ 11,584.00	\$ -	\$ 11,584.00	\$ -	0	\$ -	0	\$ -	\$ 11,584.00
	Assist with parks verification	Steve Rother, AV	15	\$ 1,455.00	\$ -	\$ 1,455.00						
	Supervise parks verifications	Eric Carlson, AV	10	\$ 1,200.00	\$ -	\$ 1,200.00						
	Assist with facilities verifications	Sharon Lemke, AV	5	\$ 300.00	\$ -	\$ 300.00						
	Assist with parks verification	Chad Lindstrom, BV	15	\$ 1,080.00	\$ -	\$ 1,080.00						
	Supervise facilities verification	Garrett Beck, BV	10	\$ 1,200.00	\$ -	\$ 1,200.00						
	Assist with facilities verifications	Dan Hill, BV	5	\$ 380.00	\$ -	\$ 380.00						
	Mileage for parks verification in all 4 cities (\$0.58 x 2,000 miles)	-	-	\$ -	\$ 1,150.00	\$ 1,150.00						

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
Matching Funds	Assist with parks verification	Paul Watry, EA	15	\$ 1,365.00	\$ -	\$ 1,365.00						
	Supervise parks verifications	Andrew Pimental, EA	15	\$ 2,025.00	\$ -	\$ 2,025.00						
	Assist with facilities verifications	Gillian Catano, EA	5	\$ 350.00	\$ -	\$ 350.00						
	Assist with facilities verifications	Rick Mientkiewicz, EA	5	\$ 310.00	\$ -	\$ 310.00						
	Assist with parks verification	Paul Miskimen, LV	15	\$ 1,155.00	\$ -	\$ 1,155.00						
	Supervise parks verifications	Mark Kruse, LV	15	\$ 1,425.00	\$ -	\$ 1,425.00						
	Assist with facilities verifications	Ann Messerschmidt, LV	5	\$ 350.00	\$ -	\$ 350.00						
	Assist with facilities verifications	Tom Breeggemann, LV	5	\$ 345.00	\$ -	\$ 345.00						
TOTAL	-	-	140	\$ 12,940.00	\$ 1,150.00	\$ 14,090.00	\$ -	0	\$ -	0	\$ -	\$ -
4. Special Collections												
Apple Valley	Staff salary to administer Grant Requirements listed below	JB	110	\$ 8,690.00	\$ -	\$ 8,690.00					\$ -	\$ 8,690.00
Burnsville			116	\$ 9,164.00	\$ -	\$ 9,164.00					\$ -	\$ 9,164.00
Eagan			128	\$ 10,112.00	\$ -	\$ 10,112.00					\$ -	\$ 10,112.00
Lakeville			114	\$ 9,006.00	\$ -	\$ 9,006.00					\$ -	\$ 9,006.00
Apple Valley	Staff salary to administer Grant Requirements listed below	CC	120	\$ 7,560.00	\$ -	\$ 7,560.00					\$ -	\$ 7,560.00
Burnsville			124	\$ 7,812.00	\$ -	\$ 7,812.00					\$ -	\$ 7,812.00
Eagan			130	\$ 8,190.00	\$ -	\$ 8,190.00					\$ -	\$ 8,190.00
Lakeville			128	\$ 8,064.00	\$ -	\$ 8,064.00					\$ -	\$ 8,064.00
Apple Valley	Staff salary to administer Grant Requirements listed below	Env. Intern	5	\$ 90.00	\$ -	\$ 90.00					\$ -	\$ 90.00
Burnsville			5	\$ 90.00	\$ -	\$ 90.00					\$ -	\$ 90.00
Eagan			5	\$ 90.00	\$ -	\$ 90.00					\$ -	\$ 90.00
Lakeville			5	\$ 90.00	\$ -	\$ 90.00					\$ -	\$ 90.00
A. Implement collections of all of the following materials that are challenging for residents to recycle or compost, using the method specified, with an independent collection for each city having 1,000 households or more and a co-collection for each city having fewer than 1,000 households (i.e., in collaboration with an adjacent city):	-	JB, CC			\$ -	\$ -					\$ -	\$ -
1. Holiday lights: free collection for recycling during and after winter holidays	Staff time for collection (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
2. Mattresses and box springs: drop off discount for recycling and reuse, curbside pickup discount for recycling and reuse, or one-day collection, with reuse required for materials in good condition	Coupon program, March - December (\$10/mattress or box spring for up to 1,000 pieces). Certified Recycling.	JB, CC			\$ 10,000.00	\$ 10,000.00					\$ -	\$ 10,000.00
3. Paper: free collection for shredding and recycling confidential documents	AV spring shred (\$1,160)	JB, CC			\$ 1,160.00	\$ 1,160.00					\$ -	\$ 1,160.00
	AV fall shred (\$1,160)	JB, CC			\$ 1,160.00	\$ 1,160.00					\$ -	\$ 1,160.00
	BV spring shred (\$1,160)	JB, CC			\$ 1,160.00	\$ 1,160.00					\$ -	\$ 1,160.00
	BV fall shred (\$1,160)	JB, CC			\$ 1,160.00	\$ 1,160.00					\$ -	\$ 1,160.00
	EA spring shred (\$1,160)	JB, CC			\$ 1,160.00	\$ 1,160.00					\$ -	\$ 1,160.00
	EA fall shred (\$1,160)	JB, CC			\$ 1,160.00	\$ 1,160.00					\$ -	\$ 1,160.00
	LV spring shred (\$1,160)	JB, CC			\$ 1,160.00	\$ 1,160.00					\$ -	\$ 1,160.00
	LV fall shred (\$1,160)	JB, CC			\$ 1,160.00	\$ 1,160.00					\$ -	\$ 1,160.00
4. Pumpkins: free collection for composting after Halloween	AV (1 roll-off x \$1,000)	JB, CC			\$ 1,000.00	\$ 1,000.00					\$ -	\$ 1,000.00
	BV (1 roll-off x \$1,000)	JB, CC			\$ 1,000.00	\$ 1,000.00					\$ -	\$ 1,000.00
	EA (2 roll-offs x \$1,000)	JB, CC			\$ 2,000.00	\$ 2,000.00					\$ -	\$ 2,000.00
	LV (3 roll-offs x \$1,000)	JB, CC			\$ 2,900.00	\$ 2,900.00					\$ -	\$ 2,900.00
5. Scrap metal: free or partly-subsidized collection for recycling if city hosts a cleanup day	Staff time for collection (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
B. Implement a free collection of yard signs for recycling after fall elections, as a single-city or multi-city event (i.e., in collaboration with one or more adjacent cities).	Staff time for collection (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
C. Promote all city-led special collections through social media, videos, e-news, print media, or other outreach/media channels, specifying how materials will be managed (i.e., recycling, reuse, or both).	Promote city-led special collections through social media, e-news, and print media.	JB, CC			See Gap Funding	\$ -					\$ -	\$ -

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
D. Request and report weights, cubic yards, or number of units for each material collected, as specified on the county reporting tool.	Staff time for collection (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
E. Coordinate timing of special collections with County Liaison to prevent duplication of effort, timing overlap, conflicting messages, pricing conflicts, and confusion for residents.	Staff time for collection (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
Anticipated Revenue	-	-	-	-							\$ -	\$ -
TOTAL	-	-	990	\$ 68,958.00	\$ 26,180.00	\$ 95,138.00	\$ -	0	\$ -	0	\$ -	\$ 95,138.00
Matching Funds	Fall collection coordination	Charles Grawe	10	\$ 1,130.00	\$ -	\$ 1,130.00						
	Fall & pumpkin collection coordination	Scott Werner	10	\$ 830.00	\$ -	\$ 830.00						
	Shred event coordination	Nate Rosa	5	\$ 375.00	\$ -	\$ 375.00						
	Print & post of mattress coupons (\$0.20 x 21,900 copies)	-	-	\$ -	\$ 4,380.00	\$ 4,380.00						
	Print & post for event promotion (\$0.20 x 21,900 copies)	-	-	\$ -	\$ 4,380.00	\$ 4,380.00						
	Pumpkin collection coordination	JJ Ryan	15	\$ 1,515.00	\$ -	\$ 1,515.00						
	Spring and fall collections coordination	Paul Turgeon	10	\$ 650.00	\$ -	\$ 650.00						
	Mileage for yard signs deliveries (\$0.58 x 200 miles)	-	-	\$ -	\$ 115.00	\$ 115.00						
	Mileage for yard signs deliveries (\$0.58 x 400 miles)	-	-	\$ -	\$ 230.00	\$ 230.00						
	Print & post of mattress coupons (\$0.20 x 26,300 copies)	-	-	\$ -	\$ 5,260.00	\$ 5,260.00						
	Print & post for event promotion (\$0.20 x 26,300 copies)	-	-	\$ -	\$ 5,260.00	\$ 5,260.00						
	Shred event coordination	Mark Vaughan	10	\$ 1,000.00	\$ -	\$ 1,000.00						
	Pumpkin collection coordination	Lindsey Rague	5	\$ 350.00	\$ -	\$ 350.00						
	Print & post of mattress coupons (\$0.20 x 28,600 copies)	-	-	\$ -	\$ 5,720.00	\$ 5,720.00						
	Print & post for event promotion (\$0.20 x 28,600 copies)	-	-	\$ -	\$ 5,720.00	\$ 5,720.00						
	Shred event coordination	Mark Kruse	10	\$ 950.00	\$ -	\$ 950.00						
	Pumpkin collection coordination	Brittney Brown	5	\$ 230.00	\$ -	\$ 230.00						
	Holiday lights collection coordination	Ann Messerschmidt	20	\$ 1,400.00	\$ -	\$ 1,400.00						
	Print & post of mattress coupons (\$0.20 x 25,900 copies)	-	-	\$ -	\$ 5,180.00	\$ 5,180.00						
	Print & post for event promotion (\$0.20 x 25,900 copies)	-	-	\$ -	\$ 5,180.00	\$ 5,180.00						
TOTAL	-	-	100	\$ 8,430.00	\$ 41,425.00	\$ 49,855.00	\$ -	0	\$ -	0	\$ -	\$ -
PART 1 SUBTOTAL	-	-	2086	\$ 134,450.00	\$ 27,870.00	\$ 162,320.00	\$ -		\$ -		\$ -	\$ 162,320.00
Part 2: Supplemental Funding Request (Optional)												
5. Multiunit Recycling												
Apple Valley	Staff salary to administer Grant Requirements listed below	JB	100	\$ 7,900.00	\$ -	\$ 7,900.00					\$ -	\$ 7,900.00
Burnsville			110	\$ 8,690.00	\$ -	\$ 8,690.00					\$ -	\$ 8,690.00
Eagan			110	\$ 8,690.00	\$ -	\$ 8,690.00					\$ -	\$ 8,690.00
Lakeville			106	\$ 8,374.00	\$ -	\$ 8,374.00					\$ -	\$ 8,374.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
Apple Valley	Staff salary to administer Grant Requirements listed below	CC	104	\$ 6,552.00	\$ -	\$ 6,552.00					\$ -	\$ 6,552.00
Burnsville			116	\$ 7,308.00	\$ -	\$ 7,308.00					\$ -	\$ 7,308.00
Eagan			126	\$ 7,938.00	\$ -	\$ 7,938.00					\$ -	\$ 7,938.00
Lakeville			110	\$ 6,930.00	\$ -	\$ 6,930.00					\$ -	\$ 6,930.00
Apple Valley	Staff salary to administer Grant Requirements listed below	Env. Intern	4	\$ 72.00	\$ -	\$ 72.00					\$ -	\$ 72.00
Burnsville			4	\$ 72.00	\$ -	\$ 72.00					\$ -	\$ 72.00
Eagan			4	\$ 72.00	\$ -	\$ 72.00					\$ -	\$ 72.00
Lakeville			4	\$ 72.00	\$ -	\$ 72.00					\$ -	\$ 72.00
A. Provide technical assistance for participants in the Dakota County Multiunit Recycling Program by:	-	JB, CC			\$ -	\$ -					\$ -	\$ -
1. Conducting broad-based outreach through multiple communication channels	Conduct outreach to multiunit properties through past participant engagement via phone and email (160 staff hours), promotional postcards (80 hours), and presentations to property manager groups (40 hours).	JB, CC			\$ -	\$ -					\$ -	\$ -
2. Reaching out to an agreed-upon number of potential new participants and past participants in coordination with the County Liaison	Reach out to 20+ past participants via email, phone, and postcards. (52 hours) Identify 10+ new properties to contact via email, phone, or in-person drop ins. (26 hours)	JB, CC			\$ -	\$ -					\$ -	\$ -
3. Responding to requests for assistance	Respond to requests for assistance (52 hours)	JB, CC			\$ -	\$ -					\$ -	\$ -
4. Completing needs assessments, applications, and data-collection mechanisms	Complete needs assessments, applications, and data-collection mechanisms (52 hours)	JB, CC			\$ -	\$ -					\$ -	\$ -
5. Implementing infrastructure and education plans	Implement infrastructure and education plans (26 hours)	JB, CC			\$ -	\$ -					\$ -	\$ -
6. Advancing site-specific solutions for increased waste diversion, waste reduction, and reuse	Advance site-specific solutions for increased waste diversion, waste reduction, and reuse by encouraging properties to implement ideas such a reuse/donation table, hazardous waste collection, switch to reusable service ware, etc. (100 hours)	JB, CC			\$ -	\$ -					\$ -	\$ -
B. Maintain an annually updated list of addresses and contacts for multiunit properties that are eligible for the Program, and share with Dakota County.	Staff time for updates (20 hours)	JB, CC			\$ -	\$ -					\$ -	\$ -
C. Provide an annual mailing about Program resources to multiunit property managers and/or owners in coordination with County Liaison.	Staff time for mailings (20 hours) 400 mailings x (\$3.75) AV: 32 apartments; 73 HOAs BV: 46 apartments; 72 HOAs EA: 29 apartments; 79 HOAs LV: 22 apartments; 46 HOAs	JB, CC			\$ 1,500.00	\$ 1,500.00					\$ -	\$ 1,500.00
D. Optional: Coordinate with the County Liaison to revise multiunit recycling mechanisms (e.g., business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings) and municipal planning and construction procedures to support recycling in new or remodeled buildings (e.g., recycling chutes, adequate space), consistent with city recycling codes and county ordinances.	-				\$ -	\$ -					\$ -	\$ -
TOTAL	-	-	898	\$ 62,670.00	\$ 1,500.00	\$ 64,170.00	\$ -	0	\$ -	0	\$ -	\$ 64,170.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
Matching Funds	Communication to property managers	Chris Forslund, BV	10	\$ 960.00	\$ -	\$ 960.00						
	Communication to property managers	Joe Hartman, EA	5	\$ 350.00	\$ -	\$ 350.00						
TOTAL	-	-	15	\$ 1,310.00	\$ -	\$ 1,310.00	\$ -		\$ -		\$ -	\$ -
6. Reduce/Reuse Activities												
Apple Valley	Staff salary to administer Grant Requirements listed below	JB	68	\$ 5,372.00	\$ -	\$ 5,372.00					\$ -	\$ 5,372.00
Burnsville			70	\$ 5,530.00	\$ -	\$ 5,530.00					\$ -	\$ 5,530.00
Eagan			74	\$ 5,846.00	\$ -	\$ 5,846.00					\$ -	\$ 5,846.00
Lakeville			76	\$ 6,004.00	\$ -	\$ 6,004.00					\$ -	\$ 6,004.00
Apple Valley	Staff salary to administer Grant Requirements listed below	CC	70	\$ 4,410.00	\$ -	\$ 4,410.00					\$ -	\$ 4,410.00
Burnsville			72	\$ 4,536.00	\$ -	\$ 4,536.00					\$ -	\$ 4,536.00
Eagan			74	\$ 4,662.00	\$ -	\$ 4,662.00					\$ -	\$ 4,662.00
Lakeville			76	\$ 4,788.00	\$ -	\$ 4,788.00					\$ -	\$ 4,788.00
Apple Valley	Staff salary to administer Grant Requirements listed below	Env. Intern	12	\$ 216.00	\$ -	\$ 216.00					\$ -	\$ 216.00
Burnsville			14	\$ 252.00	\$ -	\$ 252.00					\$ -	\$ 252.00
Eagan			14	\$ 252.00	\$ -	\$ 252.00					\$ -	\$ 252.00
Lakeville			16	\$ 288.00	\$ -	\$ 288.00					\$ -	\$ 288.00
A. Host a free drop box for donations of reusable athletic equipment if there are no permanent physical locations to reuse (e.g. donate, buy, sell, exchange) within the city.	-	-	-	-	\$ -	\$ -					\$ -	\$ -
B. Promote existing reuse opportunities for athletic equipment, furniture, and building materials (e.g., curbside pickup, drop-off, online exchange, other), through two or more of the following: social media, videos, e-news, print media, or other outreach/media channels.	Staff time to promote existing reuse opportunities for athletic equipment, furniture, and building materials through social media, e-news, and print media (hours included above).	JB, CC			\$ -	\$ -					\$ -	\$ -
C. Promote city-led reuse opportunities for optional materials in (H) through at least one outreach/media channel.	Staff time to include the Furniture Swap in city newsletters and promoting on social media. Promote year-round athletic equipment donation in Lakeville via social media.	JB, CC			\$ -	\$ -					\$ -	\$ -
D. Obtain and report weights for each material collected, donated, or exchanged, as specified on the county reporting tool.	Staff time to collect weights (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
E. Ensure that usable leftover items are donated or reused after the event, to the extent possible.	Staff time to donate leftovers (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
F. Track and report number of people participating in all staffed reuse activities by monitoring participation using a sign-in sheet or clicker.	Staff time to track attendance (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
G. Provide updates to the online Dakota County Reduce & Reuse Map.	Staff time to update map (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
H. Optional: Implement free or low-cost reuse opportunities (e.g., swap event, collection for donation, curbside pickup discount, drop box) for materials that are challenging for residents to reuse, along with an interactive educational activity for in-person events (i.e., as described in 7A), using the best method of reuse based on data available. Preference must be given to materials and methods that meet all of the following criteria, with priority given to building materials and furniture, and a limit of one activity per city for materials that do not meet these criteria: 1. Significant diversion – at least 0.5 ton per event or activity 2. Fills a gap – no permanent physical location to reuse (e.g., donate, buy, sell, exchange) within the city 3. Convenient and accessible – including consideration for transportation and physical barriers 4. Confirmed reuse outlet and end use 5. Does not duplicate, interfere, or compete with private sector services	Burnsville garden tool swap, May Eagan garden tool swap, April Lakeville garden tool swap, April Apple Valley Furniture Swap, summer Furniture Swap costs Bridging (\$500) Movers (\$1,500) Arena rental (\$1,000) Tables rental (\$600) Apple Valley puzzle swap, spring	JB, CC			\$ 3,600.00	\$ 3,600.00					\$ -	\$ 3,600.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
I. Optional: Attend Reuse Minnesota meetings.	Reuse MN membership (\$200) + Reuse conference (\$200)	JB, CC			\$ 400.00	\$ 400.00					\$ -	\$ 400.00
J. Optional: Attend Responsible Public Purchasing Council meetings.	-				\$ -	\$ -					\$ -	\$ -
K. Optional: Switch to reusable dishware (e.g., washable dishes and silverware) at permanent city-owned facilities.	-				\$ -	\$ -					\$ -	\$ -
L. Optional: Provide and collect reusable dishware (e.g., washable baskets, cups) at community events on city property with at least 300 attendees to reduce single-use products use.	Reusable cups at Eagan Food Truck Fest (\$4,000 flat rate)	JB, CC			\$ 4,000.00	\$ 4,000.00					\$ -	\$ 4,000.00
	Reusable cups at BV Firemuster (\$1,800 flat rate)	JB, CC			\$ 1,800.00	\$ 1,800.00					\$ -	\$ 1,800.00
M. Optional: Provide assistance at Dakota County Fix-It Clinics held in the city, if applicable.	-				\$ -	\$ -					\$ -	\$ -
N. Optional: Host residential reduce, reuse, or repair education classes using county messaging, ensuring all hired educators are approved in advance by the County Liaison, and reporting on outcomes by monitoring presentation attendance (e.g., sign-in sheet or head count), online webinar attendance (e.g., number of people who log on), table interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).	-				\$ -	\$ -					\$ -	\$ -
O. Optional: Facilitate changes to municipality policies to increase reuse opportunities in the community (e.g., clothing drop box prohibitions, rental companies, and secondhand stores) or internal operations (e.g., office supplies, equipment).	-				\$ -	\$ -					\$ -	\$ -
P. Optional: Other as approved by County Liaison (e.g., repair event or coupon).	-				\$ -	\$ -					\$ -	\$ -
TOTAL	-		636	\$ 42,156.00	\$ 9,800.00	\$ 51,956.00	\$ -	0	\$ -	0	\$ -	\$ 51,956.00
Matching Funds	Reuse events coordination	Nate Rosa	5	\$ 375.00	\$ -	\$ 375.00						
	Furniture swap coordination	Brian Christianson	5	\$ 350.00	\$ -	\$ 350.00						
	AV: Print & post for event promotion (\$0.20 x 21,900 copies)	-	-	\$ -	\$ 4,380.00	\$ 4,380.00						
	BV: Print & post for event promotion (\$0.20 x 26,300 copies)	-	-	\$ -	\$ 5,260.00	\$ 5,260.00						
	Food Truck Fest r.Cups coordination	Tanya Mozingo	10	\$ 850.00	\$ -	\$ 850.00						
	Food Truck Fest r.Cups coordination	Sarah Larsen	10	\$ 560.00	\$ -	\$ 560.00						
	Food Truck Fest r.Cups coordination	Gillian Catano	10	\$ 700.00	\$ -	\$ 700.00						
	EA: Print & post for event promotion (\$0.20 x 28,600 copies)	-	-	\$ -	\$ 5,720.00	\$ 5,720.00						
	LV athletic equipment donation box coordination	Joe Bergquist	5	\$ 340.00	\$ -	\$ 340.00						
	LV: Print & post for event promotion (\$0.20 x 25,900 copies)	-	-	\$ -	\$ 5,180.00	\$ 5,180.00						
TOTAL	-	-	45	\$ 3,175.00	\$ 20,540.00	\$ 23,715.00	\$ -	0	\$ -	0	\$ -	\$ -
7. In-Person Education												
Apple Valley	Staff salary to administer Grant Requirements listed below	JB	14	\$ 1,106.00		\$ 1,106.00					\$ -	\$ 1,106.00
Burnsville			16	\$ 1,264.00		\$ 1,264.00					\$ -	\$ 1,264.00
Eagan			18	\$ 1,422.00		\$ 1,422.00					\$ -	\$ 1,422.00
Lakeville			20	\$ 1,580.00		\$ 1,580.00					\$ -	\$ 1,580.00
Apple Valley	Staff salary to administer Grant Requirements listed below	CC	26	\$ 1,638.00		\$ 1,638.00					\$ -	\$ 1,638.00
Burnsville			28	\$ 1,764.00		\$ 1,764.00					\$ -	\$ 1,764.00
Eagan			30	\$ 1,890.00		\$ 1,890.00					\$ -	\$ 1,890.00
Lakeville			30	\$ 1,890.00		\$ 1,890.00					\$ -	\$ 1,890.00
Apple Valley	Staff salary to administer Grant Requirements listed below	Env. Intern	16	\$ 288.00		\$ 288.00					\$ -	\$ 288.00
Burnsville			18	\$ 324.00		\$ 324.00					\$ -	\$ 324.00
Eagan			20	\$ 360.00		\$ 360.00					\$ -	\$ 360.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
Lakeville			22	\$ 396.00		\$ 396.00					\$ -	\$ 396.00
	Table runners and display materials for tabling events	JB, CC			\$ 220.00	\$ 220.00					\$ -	\$ 220.00
	AV: Staff time at the following in-person events: Home and Garden Expo (200 people) Senior center presentations (60 people) Galaxie Library puzzle swap, spring (30 people) AV Farmers Market, summer (100 people) Furniture Swap, summer (100 people) Other community events as requested	JB, CC			\$ -	\$ -						
	BV: Staff time at the following in-person events: Senior center presentations (60 people) Garden Tool Swap, spring (80 people) Public Works Open House, spring (300 people) Burnhaven Library puzzle swap, summer (40 people) Party on the Plaza table, summer (150 people) Other community events as requested	JB, CC			\$ -	\$ -						

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
A. Provide resident waste abatement education at events or gatherings, in person or online, to educate at least 1% of the municipality's population through interactive activities between city staff and residents (e.g., ed kits, games, conversations, teaching, presentations), on all four of the following topics, with a focus on one or two topics per event; does not include display views or brochure distribution:	EA: Staff time at the following in-person events: Senior center presentations (60 people) Sustainable Eagan Academy presentation, spring (50 people) Wescott Library Puzzle Swap, spring (50 people) Wescott Library Fabric Swap, spring (20 people) Big Rig Rally, spring (500 people) Eagan Garden Tool Swap, spring (80 people) Market Fest, summer (200 people) Senior Expo, fall (150 people) Wescott Library Halloween Costume Swap, fall (20 people) Other community events as requested	JB, CC			\$ -	\$ -						
	LV: Staff time at the following in-person events: Senior center presentations (60 people) Watershed Clean-up Day, April (300 people) Heritage Library Puzzle Swap, summer (30 people) Farmers Market, summer (100 people) Other community events as requested	JB, CC			\$ -	\$ -						
1. Home recycling	To be assigned to one of the events listed above in each city	JB, CC			\$ -	\$ -					\$ -	\$ -
2. Residential food scraps drop site(s)	To be assigned to one of the events listed above in each city	JB, CC			\$ -	\$ -					\$ -	\$ -
3. The Recycling Zone services	To be assigned to one of the events listed above in each city	JB, CC			\$ -	\$ -					\$ -	\$ -
4. Local reduce/reuse opportunities (e.g., repair)	To be assigned to one of the events listed above in each city	JB, CC			\$ -	\$ -					\$ -	\$ -
B. Promote city-led education opportunities in (A) through at least one outreach/media channel.	City-led events listed in (A) are promoted on social media, city websites, and printed media; No additional cost.	JB, CC			\$ -	\$ -					\$ -	\$ -
C. Ensure all staff and volunteers who implement In-Person Education activities are properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course and using current county messaging.	All staff and volunteers have completed RA course (no additional hours or expense)	JB, CC			\$ -	\$ -					\$ -	\$ -

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
D. Ensure all professional educators who implement In-Person Education activities are approved in advance by County Liaison.	N/A	JB, CC			\$ -	\$ -					\$ -	\$ -
E. Use county education materials, display materials, and presentation slides.	Will reserve and use county education materials, display materials, and presentation slides as needed.	JB, CC			\$ -	\$ -					\$ -	\$ -
F. Coordinate with County Liaison for any education requests in schools, businesses, and multiunit residences.	Staff time to collect weights (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
G. Expand waste abatement outreach to engage diverse/underserved residents including using county translated waste abatement messaging/materials as appropriate.	Distribute County-translated materials at in-person education opportunities. Reach out to community groups representing underserved residents to provide direct education. Research cultural events for additional tabling opportunities.	JB, CC			\$ -	\$ -					\$ -	\$ -
H. Track and report number of people educated in person by monitoring presentation participation (e.g., sign-in sheet or head count), online webinar participation (e.g., number of people who log on), verbal tabling activity interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).	Staff time to collect weights (hours included above)	JB, CC			\$ -	\$ -					\$ -	\$ -
I. Optional: Conduct tours of recycling, composting, or landfill facilities to educate residents about the local recycling and waste management system.	-					\$ -					\$ -	\$ -
TOTAL	-		258	\$ 13,922.00	\$ 220.00	\$ 14,142.00	\$ -	0	\$ -	0	\$ -	\$ 14,142.00
Matching Funds	Schedule and promote in-person opportunities	Sharon Lemke, AV	5	\$ 300.00	\$ -	\$ 300.00						
	AV: Facilities reservation (\$50 x 2 events)	-	-	\$ -	\$ 100.00	\$ 100.00						
	Schedule and promote in-person opportunities	Scott Heitkamp, BV	10	\$ 790.00	\$ -	\$ 790.00						
	BV: Facilities reservation (\$50 x 2 events)	-	-	\$ -	\$ 100.00	\$ 100.00						
	Schedule and promote in-person opportunities	Sarah Larsen, EA	10	\$ 560.00	\$ -	\$ 560.00						
	Schedule and promote in-person opportunities	Lindsey Rague, EA	5	\$ 350.00	\$ -	\$ 350.00						
	EA: Facilities reservation (\$50 x 2 events)	-	-	\$ -	\$ 100.00	\$ 100.00						
	Schedule and promote in-person opportunities	Bridget Samson, LV	5	\$ 300.00	\$ -	\$ 300.00						
	LV: Facilities reservation (\$50 x 2 events)	-	-	\$ -	\$ 100.00	\$ 100.00						
TOTAL	-		35	\$ 2,300.00	\$ 400.00	\$ 2,700.00	\$ -	0	\$ -	0	\$ -	\$ -
8. Event Recycling												
Apple Valley	Staff salary to administer Grant Requirements listed below	JB	22	\$ 1,738.00		\$ 1,738.00					\$ -	\$ 1,738.00
Burnsville			24	\$ 1,896.00		\$ 1,896.00					\$ -	\$ 1,896.00
Eagan			26	\$ 2,054.00		\$ 2,054.00					\$ -	\$ 2,054.00
Lakeville			28	\$ 2,212.00		\$ 2,212.00					\$ -	\$ 2,212.00
Apple Valley	Staff salary to administer Grant Requirements listed below	CC	26	\$ 1,638.00		\$ 1,638.00					\$ -	\$ 1,638.00
Burnsville			28	\$ 1,764.00		\$ 1,764.00					\$ -	\$ 1,764.00
Eagan			30	\$ 1,890.00		\$ 1,890.00					\$ -	\$ 1,890.00
Lakeville			30	\$ 1,890.00		\$ 1,890.00					\$ -	\$ 1,890.00
Apple Valley	Staff salary to administer Grant Requirements listed below	Env. Intern	16	\$ 288.00		\$ 288.00					\$ -	\$ 288.00
Burnsville			18	\$ 324.00		\$ 324.00					\$ -	\$ 324.00
Eagan			20	\$ 360.00		\$ 360.00					\$ -	\$ 360.00
Lakeville			22	\$ 396.00		\$ 396.00					\$ -	\$ 396.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
A. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at events, tournaments, and festivals held on city-owned property: 1. Contact and assist city event coordinators to plan and implement recycling collection. 2. Provide an appropriate number of co-located recycling and trash containers in strategic locations to prevent overflow, along with proper bags and signage. 3. Provide required county waste abatement messaging to educate vendors, volunteers, and custodial staff about event recycling requirements.	Apple Valley Food Truck Fest Staff time for on-site assistance (included in hours above)	JB, CC			\$ -	\$ -						
	Multiple City of Burnsville community events: Polarfest Juneteenth International Fest Party on the Plaza Dog Days Firemuster other events as requested Staff time for on-site assistance (included in hours above)	JB, CC			\$ -	\$ -						
	Burnsville Phishapalooza Event Staff time for technical assistance (included in hours above)	JB			\$ -	\$ -						
	Burnsville Pride Event Staff time for technical assistance (included in hours above)				\$ -	\$ -						
	Eagan Food Truck Fest 10-yard roll-off (\$2,000) Recycling assistance (\$1,500)	JB			\$ 3,500.00	\$ 3,500.00					\$ -	\$ 3,500.00
	Eagan Septemberfest Event Staff time for event prep and technician assistance (included in hours above)				\$ -	\$ -						
	LV Fire Waffle Breakfast 4-yard recycling (\$450)	CC			\$ 450.00	\$ 450.00						\$ 450.00
	LV Heritage Waffle Breakfast 3-yard recycling (\$350)	CC			\$ 350.00	\$ 350.00						\$ 350.00
B. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at household parties (i.e., non-city events) upon request.	Recycling and organics x-frame bags (\$60/case x 5)	JB, CC			\$ 300.00	\$ 300.00					\$ -	\$ 300.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
C. Update two or more municipal forms (e.g., event permit, event vendor agreement, facility rental agreement) using county model messaging to include recycling requirements for events, tournaments, and festivals, consistent with city codes and county ordinance.	Staff time to update: Apple Valley Online Registration System Apple Valley Building Reservation Form Burnsville Special Event Permit Burnsville Event Vendor Application Eagan Outdoor Event Permit Eagan Food Vendor Agreement Eagan Parks Facilities Reservation Form Lakeville Outdoor Entertainment Event Permit Lakeville Special Event Policies	JB, CC			\$ -	\$ -					\$ -	\$ -
D. Optional: Add waste abatement infrastructure (i.e., recycling and organics containers, lids, labels, and signage) in municipality-controlled facilities (e.g., buildings, parks, and roadways) where containers are needed and have not yet been placed, (i.e., replacing containers is an ineligible expense) using the county-developed container purchasing checklist.	\$900/city for containers and lids for parks in need of remediation identified in 2025 and 2026 verifications, adjusted as needed and as budget allows: <u>AV</u> Lac Lavon Fishing Dock Legacy Park Valleywood Golf Course <u>BV</u> Sunset Pond Park Day Park <u>EA</u> Eagan Community Center Caponi Art Park <u>LV</u> Pioneer Plaza	JB, CC			\$ 3,600.00	\$ 3,600.00					\$ -	\$ 3,600.00
TOTAL	-		290	\$ 16,450.00	\$ 8,200.00	\$ 24,650.00	\$ -	0	\$ -	0	\$ -	\$ 24,650.00
Matching Funds	AV Food Truck Fest event recycling planning	Nate Rosa, AV		\$ 375.00	\$ -	\$ 375.00						
	AV Food Truck Fest event recycling planning	Bill Bird, AV		\$ 350.00	\$ -	\$ 350.00						
	Party on the Plaza event recycling planning	JJ Ryan, BV		\$ 505.00	\$ -	\$ 505.00						
	City of BV events recycling planning	Scott Heitkamp, BV	20	\$ 1,580.00	\$ -	\$ 1,580.00						
	City of BV events on-site recycling management	Chad Lindstrom, BV	20	\$ 1,440.00	\$ -	\$ 1,440.00						
	Eagan Food Truck Fest event recycling planning	Tanya Mzingo, EA	10	\$ 850.00	\$ -	\$ 850.00						
	Market Fest event recycling planning	Sarah Larsen, EA	10	\$ 560.00	\$ -	\$ 560.00						
	City of Eagan events recycling planning	Mike Ramirez, EA		\$ 370.00	\$ -	\$ 370.00						

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
	Pan-o-Prog and Heritage Waffle breakfast recycling planning	Susan Johnson, LV	10	\$ 780.00	\$ -	\$ 780.00						
	Taste of Lakeville event recycling planning and management	Justin Miller, LV	10	\$ 1,600.00	\$ -	\$ 1,600.00						
	Watershed Clean-up Day recycling planning and management	Ann Messerschmidt, LV	10	\$ 700.00	\$ -	\$ 700.00						
TOTAL	-	-	110	\$ 9,110.00	\$ -	\$ 9,110.00	\$ -	0	\$ -	0	\$ -	\$ -
9. Organics Planning (PROPOSED)												
Apple Valley			28	\$ 2,212.00		\$ 2,212.00					\$ -	\$ 2,212.00
Burnsville	Staff salary to administer Grant Requirements listed below	JB	28	\$ 2,212.00		\$ 2,212.00					\$ -	\$ 2,212.00
Eagan			28	\$ 2,212.00		\$ 2,212.00					\$ -	\$ 2,212.00
Lakeville			28	\$ 2,212.00		\$ 2,212.00					\$ -	\$ 2,212.00
Apple Valley			26	\$ 1,638.00		\$ 1,638.00					\$ -	\$ 1,638.00
Burnsville	Staff salary to administer Grant Requirements listed below	CC	26	\$ 1,638.00		\$ 1,638.00					\$ -	\$ 1,638.00
Eagan			26	\$ 1,638.00		\$ 1,638.00					\$ -	\$ 1,638.00
Lakeville			26	\$ 1,638.00		\$ 1,638.00					\$ -	\$ 1,638.00
Apple Valley			26	\$ 1,638.00		\$ 1,638.00					\$ -	\$ 1,638.00
A. Optional: Support research and planning for residential curbside organics collection.	Staff time for research and planning. Share findings of Dakota County Curbside Organics BMP Toolkit with appropriate City staff (hours included above)	JB, CC				\$ -					\$ -	\$ -
B. Optional: Support research and planning for new organics drop sites.	Staff time for research and planning. Work with appropriate city staff to identify potential locations for additional drop-sites, and coordinate with Dakota County for implementation and promotion (hours included above)	JB, CC				\$ -					\$ -	\$ -
TOTAL	-		216	\$ 15,400.00	\$ -	\$ 15,400.00	\$ -	0	\$ -	0	\$ -	\$ 15,400.00
Matching Funds	Organics planning research and assistance	Charles Grawe, AV	10	\$ 1,130.00	\$ -	\$ 1,130.00						
	Organics planning research and assistance	Daryl Jacobson, BV	10	\$ 1,010.00	\$ -	\$ 1,010.00						
	Organics planning research and assistance	Mark Ray, BV	10	\$ 1,410.00	\$ -	\$ 1,410.00						
	Organics planning research and assistance	Gillian Catano, EA	10	\$ 700.00	\$ -	\$ 700.00						
	Organics planning research and assistance	Ann Messerschmidt, LV	10	\$ 700.00	\$ -	\$ 700.00						
			50	\$ 4,950.00	\$ -	\$ 4,950.00	\$ -	0	\$ -	0	\$ -	\$ -
10. Gap Funding												
Apple Valley			36	\$ 2,844.00		\$ 2,844.00					\$ -	\$ 2,844.00
Burnsville	Staff salary to administer Grant Requirements listed below	JB	38	\$ 3,002.00		\$ 3,002.00					\$ -	\$ 3,002.00
Eagan			40	\$ 3,160.00		\$ 3,160.00					\$ -	\$ 3,160.00
Lakeville			40	\$ 3,160.00		\$ 3,160.00					\$ -	\$ 3,160.00
Apple Valley			24	\$ 1,512.00		\$ 1,512.00					\$ -	\$ 1,512.00
Burnsville	Staff salary to administer Grant Requirements listed below	CC	26	\$ 1,638.00		\$ 1,638.00					\$ -	\$ 1,638.00
Eagan			30	\$ 1,890.00		\$ 1,890.00					\$ -	\$ 1,890.00
Lakeville			30	\$ 1,890.00		\$ 1,890.00					\$ -	\$ 1,890.00
Apple Valley			8	\$ 144.00		\$ 144.00					\$ -	\$ 144.00
Burnsville	Staff salary to administer Grant Requirements listed below	Env. Intern	8	\$ 144.00		\$ 144.00					\$ -	\$ 144.00
Eagan			8	\$ 144.00		\$ 144.00					\$ -	\$ 144.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
Lakeville			8	\$ 144.00		\$ 144.00					\$ -	\$ 144.00
A. Complete, or make progress toward completing, one or more waste abatement projects included in eligible grant categories above, for which additional funding is needed, with first priority given to filling funding gaps in Base Funding categories, second priority given to filling gaps in Supplemental Funding categories, and third priority given to conducting waste abatement activities that are not included in Base Funding or Supplemental Funding, with prior written County Liaison approval.	Supplemental Funding #6: Reduce/Reuse E-newsletters to promote special collections and reduce opportunities (\$1,500 x 2)	CC			\$ 3,000.00	\$ 3,000.00					\$ -	\$ 3,000.00
TOTAL	-		296	\$ 19,672.00	\$ 3,000.00	\$ 22,672.00	\$ -	0	\$ -	0	\$ -	\$ 22,672.00
Matching Funds	-	-	0	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -
PART 2 SUBTOTAL	-	-	2594	\$ 170,270.00	\$ 22,720.00	\$ 192,990.00	\$ -		\$ -		\$ -	\$ 192,990.00
GRAND TOTAL (Part 1 + Part 2)	-	-	4680	\$ 304,720.00	\$ 50,590.00	\$ 355,310.00	\$ -		\$ -		\$ -	\$ 355,310.00
Matching Funds (Part 2 + Part 2)	-	-	815	\$ 70,895.00	\$ 84,055.00	\$ 154,950.00	\$ -	0	\$ -	0	\$ -	\$ -

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED**1. Workers Compensation.**

Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to defend, hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

**2. General Liability.**

"Commercial General Liability Insurance" coverage, providing coverage on an "occurrence" basis. Policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.



Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

**3. Professional Liability**

Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$2,000,000 per occurrence and aggregate. Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

**4. Automobile Liability.**

Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident

☒ Such policy, shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 5. Network Security and Privacy Liability.

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy if not renewed.

☒ 6. Evidence of Insurance.

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

☒ 7. Insurer: Policies.

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

☒ 8. Release and Waiver.

Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms here of, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Revised: 11/23



Date: 12/1/2025

Resolution Abating the Reassessment for Removal of a Hazardous Building

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Abating the Reassessment 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 assessments were due and payable with the 2018 Dakota County property taxes.

Upon forfeiture to the State of Minnesota in October 2022, the property's outstanding assessments were canceled as required by law. The City received a partial distribution of \$6,930.05 in July 2025 from Dakota County's proceeds from the February 10, 2025 tax-forfeited land auction. Pursuant to Minnesota Statutes Section 429.071, subd. 4, the City held a Public Hearing on November 17, 2025 to consider reassessing the canceled amounts.

Following the Public Hearing, the City Council did not approve the resolution to reassess the remaining unpaid amount of \$49,254.49. As a result, Council action is needed to abate the outstanding demolition assessment and remove it from the City's records.

Supporting Information

1. Resolution to Abate Reassessment of Demolition Costs

Financial Impact: \$ (49,254.49) Budgeted: No Source: Envision Lakeville Community Values: Report Completed by: Julie Stahl, Finance Director
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CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION ABATING THE REASSESSMENT
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, 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

WHEREAS, a Public Hearing was held 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; and

WHEREAS, after the Public Hearing was held, the resolution approving the reassessment to the Property in the amount of \$49,254.49 was not approved by the City Council; and

WHEREAS, the City Council hereby abates in full the reassessment of demolition costs previously levied against the Property; and

WHEREAS, the Assessment is hereby declared null and void, and staff is directed to remove the Assessment from the City’s official assessment roll and financial records.

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

1. Assessment No. 221443 in the amount of \$49,254.49 relating to the unpaid demolition charges for property located at 6649 167th Street W, Lakeville, MN 55044 (Parcel #22-21173-04-100) is hereby abated and removed from the City’s records.

ADOPTED this 1st day of December, 2025 by the City Council of the City of Lakeville.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 12/1/2025

Teamsters Labor Agreement 2026-2027

Proposed Action

Staff recommends adoption of the following motion: move to approve the 2026-2027 Labor Agreement with Teamsters.

Overview

The Teamsters Local No. 320 contract currently goes through 12/31/2025. The city and appropriate union representatives met to negotiate a new contract that encompasses years 2026 and 2027.

The main areas of adjustment include: updated wages; including license and certification pay rates, clarifying standby practices for utilities and parks divisions, increases to the amount of seasonal staff allowed, increases to boot and uniform allowances, as well as some minor language clarifications.

The attached contract will expire on 12/31/2027.

Supporting Information

1. Teamsters Labor Agreement 2026-2027 Final

Financial Impact: \$ Budgeted: Yes Source: Envision Lakeville Community Values: Report Completed by: Alissa Frey, Human Resources Director

LABOR AGREEMENT

BETWEEN

CITY OF LAKEVILLE, MINNESOTA

AND

**MINNESOTA TEAMSTERS PUBLIC & LAW
ENFORCEMENT EMPLOYEES UNION
LOCAL NO. 320, MINNEAPOLIS, MINNESOTA**

Effective January 1, 2026 through December 31, 2027

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**LABOR AGREEMENT
BETWEEN
CITY OF LAKEVILLE, MINNESOTA
AND MINNESOTA TEAMSTERS PUBLIC & LAW ENFORCEMENT EMPLOYEES
UNION LOCAL NO. 320, MINNEAPOLIS, MINNESOTA**

ARTICLE 1. PURPOSE OF AGREEMENT

This agreement is entered into between the City of Lakeville, Minnesota, hereinafter called EMPLOYER, and Local No. 320, Minnesota Teamsters Public & Law Enforcement Employees Union, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolutions of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the AGREEMENT. The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE 2. RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subd. 2, in an appropriate bargaining unit consisting of public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, within the following job classifications: Maintenance I and Maintenance II positions in the Public Works and Park Departments.

ARTICLE 3. UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and
- 3.2 Remit such deduction to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of

any action taken or not taken by the City under the provisions of this Article.

ARTICLE 4. EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow down other interruption of or interference with the normal functions of the EMPLOYER.
- 4.2 Any employee who engages in a strike may have his/her appointment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 4.3 An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his/her duties without permission from his/her EMPLOYER on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 4.4 An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or re-appointed or employed or re-employed, but the employee shall be on probation for two years with respect to such civil service status, tenure or employment, or contract of employment, as he/she may have theretofore been entitled.
- 4.5 No employee shall be entitled to any daily pay, wages or per diem for the days on which he/she engaged in a strike.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted 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, and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 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.
- 6.2 UNION REPRESENTATIVE
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.

6.3 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 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.

6.4 PROCEDURE

Grievances, as defined by Section 6.1, 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, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative's final answer to 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 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 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 Public Employment Relations Board.

6.5 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 laws. 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.

6.6 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 treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

6.7 CHOICE OF REMEDY

If, as a result of the written Employer response in Step 1, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 6 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of

Article 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article 6 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 6.

ARTICLE 7. DEFINITIONS

- 7.1 UNION: Minnesota Teamsters Public & Law Enforcement Employees Union, Local No. 320, Minneapolis, Minnesota.
- 7.2 EMPLOYER: City of Lakeville, Minnesota.
- 7.3 UNION MEMBER: A member of the Teamsters, Local No. 320.
- 7.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 7.5 BASE OF PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowances.
- 7.6 SENIORITY: Length of continuous service with the EMPLOYER.
- 7.7 COMPENSATORY TIME OFF: Time off the employee's regularly scheduled work schedule equal in time to overtime worked.
- 7.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of either eight (8) hours for the five (5) day work week schedule or ten (10) hours for the four (4) day work week schedule within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 7.9 CALL BACK: Return of an employee to a specific work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift.
- 7.10 STRIKE: Concerted 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.
- 7.11 LEAD MAINTENANCE: An employee specifically assigned or classified to the job classification and/or job position of Lead Maintenance.
- 7.12 ASSISTANT TO THE LEAD MAINTENANCE: An employee specifically appointed to the job position of Assistant to the Lead Maintenance.
- 7.12 PROBATIONARY PERIOD, NEW EMPLOYEES: A period of time commencing on the date employment commences and ending one year from that date.
- 7.13 PROBATIONARY PERIOD, PROMOTED RE-CLASSIFIED EMPLOYEES: A period of

time commencing on the effective date of the promotion/reclassification and ending six months from that date.

- 7.14 FULL-TIME EMPLOYMENT: An employee whose hours in a calendar year meets or exceeds 2,080.
- 7.15 SEASONAL EMPLOYMENT: An employee who is employed for a specific period of time.
- 7.16 PERMANENT PART-TIME EMPLOYMENT: An employee who works more than an average of sixteen (16) hour work week in a calendar year, or portion thereof, but less than 40 hours per week and/or 2,080 hours per year shall receive pro-rated holiday, vacation and sick leave benefits.
- 7.17 FULL BENEFITS: Employees who work a 40-hour work week or more in a calendar year shall receive Full Benefits as listed in this AGREEMENT for full-time employment.
- 7.18 PRORATED BENEFITS: Permanent part-time employees who work more than an averaged thirty (30) hour work week but less than an averaged forty (40) hour work week shall receive pro-rated health, dental, long-term disability and life insurance benefits as listed in this Agreement.

ARTICLE 8. SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be re-negotiated at the request of either party.

ARTICLE 9. WORK SCHEDULES

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours. The normal eight (8) hour work day schedule shall be 7:00 a.m. to 3:00 p.m. for all Divisions. All divisions have combined their two (2) fifteen (15) minute breaks. For scheduled ten (10) hour work day, the hours shall be 6:00 a.m. to 4:00 p.m. All hours worked before and after these schedules shall be compensated at time and one-half. The normal work week shall be forty (40) hours Monday through Friday.*
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal 7:00 - 3:00 day. In certain cases, a 10-hour shift may be acceptable, with the shift time to be agreed upon by the employee and the department. The EMPLOYER will give two weeks advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.

Summer hours for those in the Parks division will begin the first Monday in April and go

through the first Monday in October with the work hours being 6:30 a.m. – 2:30 p.m.

- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal workday be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 9.4 The establishment of shifts in the park maintenance department for winter ice rink preparation and maintenance shall be subject to the requirement for notice under Article 9.2 with the understanding that a "weather permitting" clause will be included in the written notice which shall give the EMPLOYER the right to postpone the start of the shift change to a day when the weather conditions are conducive to the preparation and maintenance of ice rinks without further notice as required by Article 9.2.
- 9.5 Following the initial notice; a 48-hour verbal notice of winter ice rink preparation and maintenance shift change will be given by the Employer when moving the employees on/off of the shift throughout December/January as appropriate. Article 25 SHIFT DIFFERENTIAL will not apply; instead, the employee(s) shall be paid \$5.00 per hour in addition to their regular wage rate for all regular hours worked during any week they are appointed to the ice rink shift.

If a shift change occurs during the week; an employee will be given a rest period of at least ten (10) hours between the change in shifts. If the ten (10) hour rest period spans into the shift, a full day's pay will be required. For example, an employee coming off of days at 4 p.m., who is to change to the night shift which normally begins at 11:30 p.m., will actually report for work at 2 a.m. and work until 8 a.m. The employee will receive a full eight (8) hours of pay for the shift even though the full eight (8) hours were not worked.

- 9.6 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

ARTICLE 10. OVERTIME PAY

- 10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except shift changes) for the five (5) day work week, or in excess of ten (10) hours within a twenty-four (24) hour period (except shift changes) for the four (4) day work week, or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate.
- 10.2 Overtime will be distributed as equally as practicable; tabulation will be provided on a weekly basis. Preference shall be given to full-time maintenance II employees within their respective division/department experiencing the overtime. Overtime will then be offered to the Maintenance II with the lowest amount of accrued overtime totals, assuming they are fully qualified. Maintenance I employees will be offered overtime after application of the overtime provisions to Maintenance II employees and ahead of the seasonal and part-time employees. Seasonal or part-time employees may be assigned

overtime only if no other qualified full-time employees (after being contacted) wants the overtime.

- 10.3 Overtime refused by employees will, for record purposes under Article 10.2, be considered as unpaid overtime worked. For equity of overtime, newly hired individuals shall be placed at the highest accumulated individual overtime balance within the division/department.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 10.5 An employee who is called to work on a Sunday, when that Sunday is not part of the employee's regularly scheduled shift, shall be eligible to receive double time pay for time worked on Sunday. If an employee is regularly scheduled to work on a Sunday in accordance with Article 9, the employee shall not be eligible for double-time pay.

ARTICLE 11. CALL BACK

An employee called in for work at a time other than his/her normal scheduled shift will be compensated for a minimum of two (2) and one-half (2.5) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension to an assigned shift is not a call back.

ARTICLE 12. INSURANCE

- 12.1 Employees are entitled to all group benefits offered and adopted by council resolution annually.

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.

- 12.2 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.
- 12.3 Should the employer contribution to amounts to group benefits decrease, both parties shall be entitled to reopen this section of the contract. The reopener shall be limited solely to the issue of benefits.

ARTICLE 13. SICK LEAVE

- 13.1 Sick leave is to be earned at a rate of one eight (8) hour day per month. In January 2023, fifty-five percent (55%) of an employee's accumulated sick leave hours in excess of nine hundred and sixty (960) hours on December 31 will be converted to contributions to the Employee's HCSP account at the December 31, 2022 base pay rate.

Beginning January 2024, all Employee accumulated sick leave in excess of 960 hours on December 31 will be converted to contributions to the Employee's HCSP account

at the December 31 base pay rate based on the following schedule:

- After 10 years of full-time service, 45% of the Employee's unused sick leave.
- After 15 years of full-time service, 55% of the Employee's unused sick leave.

13.2 Sick leave may be used for the employee's immediate family members and domestic partner for their care as detailed in Minn. Stat. §181.9413.

A domestic partner must be registered with the Human Resources Manager prior to the use of requested leave. Registration is by signed affidavit of the employee and the domestic partner.

13.3 Sick leave is subject to the following conditions.

- a. The employee shall report the need to use sick leave to the department supervisor prior to the beginning of the shift.
- b. Keep the supervisor informed of any further sick leave necessary.
- c. Submit a medical certificate from a doctor for any illness when requested by the EMPLOYER for an absence of three days (24 hours) of sick leave. Failure to submit a medical certificate when requested will be cause to deny the payment of sick leave after the second eight (8) hour day of use.
- d. Sick leave is to be used for actual illness and/or emergency medical attention of the employee. If the EMPLOYER has reason to believe an employee is abusing sick leave by review of usage, the employee may be required to submit doctor's statements upon written advance notice from the EMPLOYER for future usage. Where abuse is evident, an employee shall be subject to the provisions of Article 35 of the AGREEMENT. Employees are expected to accumulate sick leave and not abuse it by using as it accrues monthly.

ARTICLE 14. INJURY ON DUTY LEAVE

14.1 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 pay for licenses under Articles 22 and 23, and the Worker's Compensation insurance payments for a period not to exceed the accumulated days for the employee per the following conditions. Injury on duty leave shall be earned at the rate of one eight (8) hour day per month. Employees shall be granted one eight (8) hour day of leave for each month of full-time employment with the EMPLOYER since their employment date up to a maximum of 180 eight (8) hour days. A day is defined as the combination of Workers Compensation Insurance and the Injury on Duty pay sufficient to pay the employee his/her gross pay for eight (8) hours.

- 14.2 If an employee is on Temporary Total Disability (TTD), one eight (8) hour day shall be deducted from the Employee's accumulated Injury on Duty leave. If an employee is on Temporary Partial Disability (TPD), the Injury on Duty leave will be prorated accordingly (i.e. Employee on TPD for four (4) hours will be deducted from the Employee's accumulated Injury on Duty leave).
- 14.3 The employee must be eligible for and receive Workers Compensation wage insurance benefits to be eligible for and receive Injury on Duty pay from the EMPLOYER.
- 14.4 An employee shall continue to accumulate vacation and sick leave while on Injury on Duty leave.
- 14.5 An employee may choose to use sick leave and/or vacation after his/her Injury on Duty leave is exhausted.
- 14.6 An employee must provide a medical certificate from a doctor for any light duty requested. Failure to submit a medical certificate when requested will be cause to deny the payment of Injury on Duty.

ARTICLE 15. FUNERAL LEAVE

- 15.1 In the event of a death in the immediate family of a full-time employee, the employee may use up to three work days (24 hours) of funeral leave.
- 15.2 Immediate family shall mean mother, father, mother-in-law, father-in-law, husband, wife, domestic partner, son, daughter, brother, brother-in-law, sister, sister-in-law, and grandparents and grandchild of the employee.

An employee may take up to three days of funeral leave for a domestic partner's mother, father, son, daughter, brother, or sister.

- 15.3 A domestic partner must be registered with the Human Resources Manager prior to the use of requested leave. Registration is by signed affidavit of the employee and the domestic partner.
- 15.4 Funeral leave shall be claimed on a form provided by the EMPLOYER.

ARTICLE 16. VACATION SCHEDULE AND USE

- 16.1 Effective January 1, 2011, the vacation schedule shall be based on an eight (8) hour work day as follows:

1st year of employment,	10 days	80 hours
2nd year of employment,	10 days	80 hours
3rd year of employment,	11 days	88 hours
4th year of employment,	12 days	96 hours
5th year of employment,	15 days	120 hours

6th year of employment,	15 days	120 hours
7th year of employment,	16 days	128 hours
8th year of employment,	16 days	128 hours
9th year of employment,	17 days	136 hours
10th year of employment,	17 days	136 hours
11th year of employment,	17 days	136 hours
12th year of employment,	18 days	144 hours
13th year of employment,	18 days	144 hours
14th year of employment,	19 days	152 hours
15th year of employment,	20 days	160 hours
16th year of employment,	21 days	168 hours
17th year of employment,	22 days	176 hours
18th year of employment,	23 days	184 hours
19th year of employment,	24 days	192 hours
20th year of employment,	25 days	200 hours
25 th year of employment,	27 days	216 hours

- 16.2 Except as specifically approved in writing by the City Administrator and the City Council, employees will not be allowed to carry over more than the number of hours they earned in the two previous calendar years for vacation leave. Employees in a “use or lose” situation will schedule vacation hours by November 30.
- 16.3 Employees shall request vacation leave on a form provided by the EMPLOYER a minimum of one week (7 days) in advance. Seniority shall be the basis for vacation leave approvals up to April 1st each year for the first vacation date for one or more consecutive work days selected for the rest of the calendar year.
- 16.4 No employee shall be permitted to waive vacation leave for the purpose of receiving pay.
- 16.5 Employees leaving the EMPLOYER in good standing after giving a minimum of two weeks written notice shall be paid for any earned and unused vacation leave.

ARTICLE 17. COMPENSATORY TIME ACCUMULATION AND USE

- 17.1 Compensatory time may be accumulated for overtime worked at the rate of time and one-half (1-1/2), not including holiday overtime.
- 17.2 The maximum number of compensatory time hours that may be accumulated shall be eighty (80) hours.
- 17.3 The maximum number of compensatory time hours that will be carried forward to a new calendar year shall be up to forty (40) hours. All compensatory time off over 40 hours will be paid in cash on the last pay period of the year.
- 17.4 Compensatory time off shall be claimed on a form provided by the EMPLOYER and the request shall be made to the department supervisor a minimum of 72 hours in advance, and approved by the department supervisor.

- 17.5 Preference will be given the employee who requests compensatory time off the furthest in advance. Seniority will be the determining factor when more than one employee in the same division/department requests the same date(s) off at the same time.

ARTICLE 18. HOLIDAYS

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

New Year's Day, January 1
Martin Luther King's Birthday, 3rd Monday in January
President's Day, 3rd Monday in February
Memorial Day, Last Monday in May
Juneteenth, June 19th
Independence Day, July 4th
Labor Day, First Monday in September
Veterans Day, November 11
Thanksgiving Day, Fourth Thursday in November
**Day after Thanksgiving, Fourth Friday in November (Utilities only)
Christmas Eve, (Half day) December 24th (Parks and Streets only)
Christmas Eve, December 24th (Utilities only)
Christmas Day, December 25th
New Year's Eve, (Half day) December 31 (Parks and Streets only)
One Floating Holiday (Parks and Streets only)

***On Christmas Eve and New Year's Eve all hours worked over four (4) hours shall be at the holiday rate of pay.**

**Beginning in 2024, Utilities group will exchange floating holiday for the day after Thanksgiving.

- 18.2 Employees who work on the actual holiday shall be paid at two (2) times their hourly rate of pay for each hour of work. This pay shall be in addition to their holiday pay.
- 18.3 If any employees are working on scheduled ten hour a day work week, the holiday will be for eight hours of holiday pay.

ARTICLE 19. WAGE SCHEDULES

- 19.1 The wage schedules for the Public Works and Park Departments are listed below, relative to each position. Upon completion of a compensation study (conducted in 2026), if the study identifies that bargaining unit wages are below market recommended wages, either party may request to reopen this Article for the purpose of negotiating potential wage adjustments. The reopener shall be limited solely to the issue of wages.

Maintenance I Employees

Step 8 will be added to Grade 1. Employees currently at step 7 in 2023 and are meeting or exceeding performance expectations, will transition to step 8 on July 1, 2024.

Employees hired prior to January 1, 2023, will advance to their next step increase on January 1, 2024. They will be eligible for their next step increase on January 1, 2025. Employees hired after January 1, 2023, will continue to follow the step progression as scheduled.

Grade 1 ~ 2026 Pay Plan (includes 3%)							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
24.00	24.89	25.83	26.80	27.80	28.84	29.93	31.05
Grade 1 ~ 2027 Pay Plan (includes 3%)							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
24.71	25.64	26.60	27.60	28.64	29.71	30.82	31.98

Maintenance II Employees

Maintenance II employees will be eligible to transition to the new pay plan in 2020. Step increases will be tied to an annual performance evaluation completed 30 days before their step increase is due. An evaluation that meets or exceeds an acceptable performance report would entitle the employee to progress to the next step in their position grade.

Step 8 will be added to Grade 6. Employees currently at step 7 in 2023 and are meeting or exceeding performance expectations, will transition to step 8 on July 1, 2024. Employees hired prior to January 1, 2023, will advance to their next step increase on January 1, 2024. They will be eligible for their next step increase on January 1, 2025. Employees hired after January 1, 2023, will continue to follow the step progression as scheduled.

Grade 6 ~ 2026 Pay Plan (includes 3%)							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
32.11	33.32	34.56	35.86	37.21	38.60	40.05	41.55
Grade 6 ~ 2027 Pay Plan (includes 3%)							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
33.07	34.31	35.60	36.94	38.32	39.76	41.25	42.80

19.2 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 60-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.

ARTICLE 20. LEAD MAINTENANCE POSITION

- 20.1 The EMPLOYER will appoint an employee to a full-time Lead Maintenance position in the Utility, Street, and Service Technician Divisions, and the Park Department. The employee appointed may or may not be the senior employee in the division/department. The appointed employee shall work on the day(s) when the superintendent is off duty during any four day, 10 hour day schedules in the departments and the departments have any full-time and/or seasonal employees working on days other than the regular scheduled four days.
- 20.2 Effective as follows, Lead Maintenance pay shall as follows above the employee's Maintenance 2 hourly rate. Lead Maintenance Workers will be required to carry pagers and/or cell phones.

Lead Maintenance Employees

Lead Maintenance employees will be eligible to transition to the new pay plan in 2020. Step increases will be tied to an annual performance evaluation completed 30 days before their step increase is due. An evaluation that meets or exceeds an acceptable performance report would entitle the employee to progress to the next step in their position grade.

Step 8 will be added to Grade 8. Employees currently at step 7 in 2023 and are meeting or exceeding performance expectations, will transition to step 8 on July 1, 2024. Employees currently in the step process would continue to follow the step progression as scheduled.

Grade 8 ~ 2026 Pay Plan (includes 3%)							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
36.08	37.43	38.84	40.29	41.80	43.37	45.00	46.69
Grade 8 ~ 2027 Pay Plan (includes 3%)							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
37.16	38.56	40.00	41.50	43.06	44.67	46.35	48.09

ARTICLE 21. ASSISTANT TO THE LEAD

- 21.1 The EMPLOYER may appoint an employee to an Assistant to the Lead position in the Utility, Street, and Service Technician, or Park Divisions. The employee appointed may or may not be the senior employee in the division/department. Effective 1-1-18 , the Employee shall be paid \$1.07 per hour above the employee's Maintenance 2 hourly rate.
- 21.2 This program is established as a career development opportunity and therefore the appointment may be assigned for up to three years. The Employer will encourage all

eligible employees to consider this opportunity; however, if there is no interest, the Employer may continue the appointment beyond three years.

ARTICLE 22. UTILITY DIVISION LICENSES AND PAY

- 22.1 Any employee in the Utility Division who earns a Class D, C or B Water or Waste Water Systems Operators license from the State of Minnesota shall be paid as follows in addition to the wage schedule hourly rate: Only one license may apply.

Class D \$0.93

Class C \$1.07

Class B \$1.42

Class A \$1.65

ARTICLE 23. SERVICE TECHNICIAN LICENSE OR CERTIFICATION

- 23.1 Any employee in the Maintenance/Service Technician classification who has a certification by an independent educational/vocational agency; in the Utility Maintenance/Tech classification who has a certification by an independent educational or vocational agency, or has the necessary experience in the controls and electronic field; in the Maintenance Forester classification who has a certification by a state agency or an independent educational/vocational agency shall be paid as follows in addition to his/her wage schedule pay rate. The certification and/or experience must be satisfactory to the Employer as to its qualifications for this pay.

Service Technician \$1.79

Utility Maintenance/Tech
\$1.79

Maintenance/Forester
\$1.79

ARTICLE 24. EQUIPMENT PAY

- 24.1 All Maintenance II employees, who possess a CDL license, will receive \$0.53 per hour equipment pay in addition to their scheduled base rate of pay.

ARTICLE 25. SHIFT DIFFERENTIAL

Effective January 1, 2007 employees that are established pursuant to Articles 9.2 and 9.4 shall be paid one dollar and fifty cents (\$1.50) per hour in addition to their regular wage rate. This differential will be paid for all hours worked within the designated shift.

ARTICLE 26. SEVERANCE PAY

- 26.1 Severance pay shall be paid to full-time employees based upon the following

schedule.

After 5 years of full-time service, 35% of the employees' unused sick leave, up to a maximum of 960 hours.

After 10 years of full-time service, 45% of the employees' unused sick leave, up to a maximum of 960 hours.

After 15 years of full-time service, 55% of the employees' unused sick leave, up to a maximum of 960 hours.

- 26.2 Only service with the City of Lakeville shall be counted toward 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 which is the hourly wage for the employee on the date of employment termination based on the wage schedule in effect on that date. Employee must leave the service in good standing and give the EMPLOYER two (2) weeks written notice of termination.

ARTICLE 27. STAND-BY REQUIREMENTS, ASSIGNMENT AND PAY

- 27.1 Stand-by shall require the employee to be available and ready for work when contacted by the EMPLOYER.
- 27.2 Stand-by shall be assigned by the EMPLOYER in writing to the employee for a minimum period of twenty-four (24) hours in advance of the assignment. Stand-by shall be on a rotated basis for employees qualified to perform the possible work assignments the stand-by is protecting. The EMPLOYER shall have the sole determination as to who is qualified.
- 27.3 Utilities: Employees assigned weekend standby shall be paid a minimum of eight (8) hours' pay at time and one-half (1-1/2). Stand-by shall begin at the end of the regularly scheduled shift on Friday and end with the beginning of the regularly scheduled shift on Monday. Employees assigned weekend standby with a Friday or Monday Holiday shall be paid a minimum of twelve (12) hours at time and one-half (1-1/2).

Weekend stand-by with a Friday Holiday shall begin at the end of the regularly scheduled shift on Thursday and end with the beginning of the regularly scheduled shift on Monday.

Weekend stand-by with a Monday Holiday shall begin at the end of the regularly scheduled shift on Friday and end with the beginning of the regularly scheduled shift on Tuesday.

During the week of Thanksgiving, an employee will be assigned standby beginning at the end of the regularly scheduled shift on Wednesday. The employee shall receive 4 hours of additional standby for the Thursday (Thanksgiving) holiday in addition to the 12 hours they would normally receive due to the holiday on the day after Thanksgiving. To clarify, this is a weekend total of 16 hours of standby. The same

scenario will be applied when the Christmas Eve and Christmas Day holidays fall on a Thursday and Friday, respectively.

- 27.4 Parks: All Parks Maintenance II employees (to include Lead and Assistant to the Lead positions), who have completed six (6) months of employment are eligible for standby assignments. Stand-by coverage will be effective from the second Monday in April through the last Sunday of October. The City reserves the right to delay the starting date by two weeks (maximum) if weather is a contributing factor. Employees will be assigned weekly standby for coverage of calls that occur outside their regular work schedule (article 9).

Standby shifts shall begin at the end of the regularly scheduled shift on Monday and end at the start of the regularly scheduled shift on the following Monday. Employees assigned to be on standby shall be paid a minimum of twelve (12) hours' pay at time and one-half (1-1/2). Employees assigned standby with a holiday that occurs during their assigned standby shall be paid a minimum of sixteen (16) hours at time and one-half (1-1/2) pay.

If an observed holiday falls on a Monday, the outgoing employee's standby shift shall be extended and end at the beginning of the regularly scheduled shift on Tuesday. The incoming employee's standby shift shall begin at the end of the regularly scheduled shift on Tuesday and end at the start of the regularly scheduled shift on Monday.

When an employee on standby needs to respond to a situation in-person, article 11 (Call Back) of the existing union contract shall be followed regarding payment.

If a call is received that requires an in-person response, the expectation is that the employee assigned to standby may respond. If the employee assigned to standby is unable to respond (due to circumstance or specialized work area) or chooses not to respond, they must utilize the provided Parks division overtime list to find someone else who can respond.

The overtime list will be accurately updated, completed, printed and provided by management to the standby employee no later than one hour before the end of the regularly scheduled workday on Monday.

- 27.5 If an employee is able to solve an issue remotely and does not have to report to a work location, they shall be paid one (1) hour pay at time and one half (1 ½). An employee will follow the approved process to document the completed remote work.

ARTICLE 28. SYSTEMS MONITORING AND PAY

- 28.1 At the discretion of the Employer, the Employee may be assigned to take home a laptop computer or SCADA (Supervisory Control and Data Acquisition) operating disk in order to respond to alarms in the water and wastewater systems for the Employer via remote computer operation. Employees assigned to monitor the SCADA systems shall be compensated at the rate of one hour at time and one half for each alarm

responded to via remote computer operation.

- 28.2 For Employees simultaneously assigned to standby duty under the provisions of Article 28 of this Agreement, any remote alarm SCADA adjustments made during the twenty-four hour period above the initial computer alarm response to the water or wastewater systems shall be compensated in accordance with Article 28.1.

ARTICLE 29. SEASONAL AND PART-TIME EMPLOYEES

- 29.1 Regular Seasonal and Extended Seasonal employee wage schedules, hours, benefits and conditions of employment are to be set by resolution adopted by the City Council and are not subject to the terms and conditions of this Agreement.
- 29.2 A Regular Seasonal employee is defined by PELRA. An Extended Seasonal employee is defined as an employee whose employment is expected to be 120 working days or less per calendar year. The number of working days counted will be actual days worked for each seasonal employee. These working days will fall within the months of April through October and will be limited to the following:
- a) Up to ten (10) positions in the Parks Division, whose main responsibilities will be mowing and ball field dragging.
 - b) Up to four (4) positions in the Streets Division, whose main responsibilities will be assisting with sign maintenance, blacktop maintenance, and storm sewer maintenance.
 - c) Up to five (5) positions in the Utilities Division, whose main responsibilities will be assisting with vactor, jetter, and camera operations, and helping to locate underground City utilities.

If main responsibilities are not available, all positions may perform miscellaneous manual labor within their division.

- 29.3 All overtime will be offered to regular maintenance employees prior to Regular Seasonal or Extended Seasonal employees.
- 29.4 Within the Parks Division, four (4) Regular Seasonal employees may be extended until September 15.

ARTICLE 30. EMERGENCY CALL-OUT

Emergency call-out by the supervisor shall be by seniority on a rotated basis for all full-time employees in the division/department. A call unanswered or unable to respond to shall be counted as used. Full-time employees shall be given preference over seasonal and/or part-time employees.

ARTICLE 31. COFFEE BREAK

Coffee breaks shall be provided once in the morning and once in the afternoon for up to

fifteen (15) minutes each and are to be taken on the job site.

ARTICLE 32. LUNCH - DINNER BREAK

The lunch or dinner break shall be thirty (30) minutes and should be taken at the job site when circumstances permit.

ARTICLE 33. USE OF CITY EQUIPMENT OR FACILITIES

No employee shall use any city equipment or facility for his/her private use unless prior approval is received from the EMPLOYER.

ARTICLE 34. TIME CLOCK CARDS AND REPORTS

Employees shall punch their own time clock card and report their hours worked on a bi-weekly timecard report form provided by the EMPLOYER and signed by the employee. No employee shall punch another employee's time clock card unless express written approval is received from the department supervisor to do so.

ARTICLE 35. DISCIPLINE

35.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:

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

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

35.3 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.

35.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

35.5 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.

35.6 Grievances relating to this Article shall be initialed by the UNION in Step 3 of the grievance procedure under Article 6.

ARTICLE 36. INTER-DEPARTMENT WORK

Employees in the Public Works and Park Department shall assist and perform work as

directed and scheduled in the other divisions to the best of their ability.

ARTICLE 37. LEGAL DEFENSE

- 37.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive legal defense by the municipality.
- 37.2 Any employee who is charged with traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and under direct order of his/her supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 38. RIGHT OF SUBCONTRACTING

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

ARTICLE 39. SENIORITY

Seniority will be the determining criterion for transfers, promotions and lay-offs only when all other job relevant qualification factors are equal. The Union and the EMPLOYER agree to meet prior to any perceived reduction of the work force.

ARTICLE 40. PROBATIONARY PERIODS

- 40.1 All newly hired or rehired employees will serve a twelve (12) month's probationary period.
- 40.2 All employees will serve a six (6) month's probationary period in any job classification in which the employee has not served a probationary period.
- 40.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 40.4 At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer.

ARTICLE 41 - SAFETY - SAFETY SHOES

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

Effective January 1, 2026, the Employer will pay three hundred, twenty-five dollars (\$325.00) for the purchase of leather safety shoes. The safety shoe allowance shall be paid by the 4th week of January. Safety shoes must have an impact-resistant toe and heat-resistant soles.

During one year of the contract, Employees may elect to purchase a winter or snow boot, or other sturdy leather boot, in lieu of the safety boot. No canvas or leather tennis shoes may be purchased with City funds.

ARTICLE 42 - UNIFORMS

- 42.1 Effective January 1, 2026, regular full-time maintenance Employees shall receive an annual clothing allowance of six hundred, twenty-five dollars (\$625.00). The uniform allowance will be processed through payroll by the 4th week of January. Employee purchase and maintenance of uniforms shall be in accordance with Exhibit C of this Agreement. An Employee may elect to have uniform shirts and pants with laundry service provided by the city in lieu of payment of an annual clothing allowance.
- 42.2 Newly hired Employees shall receive uniform shirts and pants with laundry service, to be provided by the City OR elect to receive the uniform allowance at date of hire. The Uniform allowance will be pro-rated effective as of the hire date for the first year.

ARTICLE 43. JOB POSTING

- 43.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- a. Have the necessary qualifications to meet the standards of the job vacancy; and
 - b. Have the ability to perform the duties and responsibilities of the job vacancy.
- 43.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 40 (PROBATIONARY PERIODS).
- 43.3 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.
- 43.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.
- 43.5 Vacancies shall be filled from within the Bargaining Unit provided the Employee meets the minimum qualifications of the position. There shall be a ninety (90) day evaluation period concurrent with the six month probationary period. If the employee elects not to remain in the position or if the employee does not pass the probation, he/she shall return to the previous position. Employees who are on a Performance Improvement Plan, received a needs improvement in the prior evaluation, received discipline in the prior 12 months or has transferred into a position within the prior two (2) years are not eligible for movement pursuant to this Section.
- Employees would have 90 days to go back to their original position.
- 43.6 Maintenance I employees will not be eligible to apply or receive preference for internal job postings. Maintenance I employees will be eligible to apply for jobs that have been posted externally.

- 43.7 If required licensing i.e. water and sewer can be achieved within one year, the employer will consider the employee qualified. However, a one-year probationary period will be mandatory.

ARTICLE 44. LEAVE OF ABSENCE WITHOUT PAY AND JURY DUTY

- 44.1 Upon request of an employee, leave of absence without pay may be granted by the City Council, 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.
- 44.2 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 one employee's regular pay and compensation paid for jury duty or witness fee.

ARTICLE 45. POLITICAL ACTION COMMITTEE:

Upon receipt of a properly executed voluntary authorization card from an employee, the Employer will deduct from the employee's salary such amounts as the employee authorized to pay to National D.R.I.V.E.

ARTICLE 46. WAIVER

- 46.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 46.2 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 term or condition of employment not removed by law from bargaining. All agreements and understanding arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 47. COMMERCIAL DRIVERS LICENSE REIMBURSEMENT

The EMPLOYER agrees to reimburse all regular full-time employees the difference between the cost of a Class D driver's license and the Minnesota Commercial Driver's License required to perform the required job tasks.

ARTICLE 48. DRUG AND ALCOHOL TESTING POLICY

Drug and Alcohol Testing Policy language - Pursuant to Exhibit A.
Drug and Alcohol Testing Policy for Commercial Vehicle Drivers language effective January 1, 1996 - Pursuant to Exhibit B.

ARTICLE 49. DURATION

This AGREEMENT shall be effective January 1, 2026 , and shall remain in full force and effect until December 31, 2027 .

In Witness Whereof, the parties hereto have executed this AGREEMENT on this _____ day of December, 2025.

CITY OF LAKEVILLE, MINNESOTA

TEAMSTERS LOCAL NO. 320

Mayor

Amy Perusse, Business Agent

City Administrator

Union Steward

Union Steward

Union Steward

EXHIBIT A: DRUG AND ALCOHOL TESTING

POLICY

1. 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.
2. The intent of this Policy 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.
3. 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.
4. 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.
5. Random testing is prohibited.
6. The City shall not require an 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 from the City Administrator, that said requirement is stated in writing, and there is reasonable suspicion that the employee:
 - i) is under the influence of drugs or alcohol;
 - ii) is found to personally possess illicit drugs or alcohol while on duty;
 - iii) sustained a personal injury or caused another employee to sustain a personal injury and the supervisor in charge has reasonable suspicion that drugs or alcohol were involved;

- iv) 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 to 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 and 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.
7. 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 representative before testing is administered. The testing may not be delayed for an unreasonable amount of time to allow the employee this opportunity.
8. 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:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	ng/ml Amphetamine	ng/mg GC-MS
Barbiturates	ng/ml Barbiturate	ng/ml GC-MS
Benzodiazepine	ng/ml Oxazepam	ng/ml GC-MS
Cannabis	ng/ml Delta-THC	ng/ml GC-MS
Cocaine	ng/ml Metabolite	ng/ml GC-MS
Opiates	ng/ml Morphine, Codeine	ng/ml GC-MS
PCP	ng/ml PCP	ng/ml GC-MS
Alcohol	gm/dl Alcohol	gm/dl GC-MS

9. 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.
10. Initial screening tests and confirmatory tests shall be at the sole cost of the City.

11. 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.
12. All results shall be evaluated by a suitably trained occupational physician or occupational nurse prior to being reported.
13. 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.
14. 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 City 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.
15. 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 their assigned position provided the employee is using available accumulated leave.
16. 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.
17. Upon successful completion of rehabilitation, the employee shall be returned to his or her 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. References of the incident shall be removed from the employee's personnel file.
18. Employees shall be subject to the disciplinary actions prescribed in this handbook 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.

19. An employee may request a confirmatory retest of the original sample at the employee's own expense within five (5) days of receiving notice of a positive confirmatory test result. It shall be the responsibility of the employee to contact the City who will work with the employee to contact the laboratory which performed the original test and also make arrangements with the 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.
20. 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.
21. 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.
22. This Policy is in no way intended to supersede or waive an employee's federal or state constitutional rights, or contractual rights.
23. This Policy is subject to the interpretation of the state law pertaining to drug and alcohol testing.

EXHIBIT B: DRUG AND ALCOHOL TESTING POLICY

CITY OF LAKEVILLE DRUG AND ALCOHOL TESTING POLICY FOR COMMERCIAL VEHICLE DRIVERS

I. PURPOSE AND POLICY

The City of Lakeville ("City") recognizes that alcoholism and other drug dependencies are significant social problems with a potential for causing severe effects to the City's work force. The City is committed to ensuring a work force free of drugs and misuse of alcohol and to protecting the health and safety of its employees and the public. A work force that is free of drugs and alcohol misuse will serve our commitment by reducing fatalities, injuries and property damage in performance of City business. In addition, alcohol and drug testing and sanctions for the use of controlled substances and the misuse of alcohol will help discourage substance use and reduce absenteeism, accidents, health care costs, and other alcohol and drug-related problems.

This policy is also intended to comply with all applicable Federal regulations governing drug and alcohol testing programs for commercial motor vehicle drivers. The Federal Highway Administration (FHWA) of the U.S. Department of Transportation has published Title 40 Code of Federal Regulations (CFR) Part 382, as amended, that mandates drug and alcohol testing for commercial motor vehicle drivers. The U.S. Department of Transportation has also published Title 40 CFR Part 40, as amended, that sets standards for the collection and testing of drug and alcohol specimens.

All City employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The City may also request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. State §§ 181.950 through 181.957.

II. ALCOHOL AND DRUG TESTING PROGRAM PERSONNEL AND STRUCTURE

- A. The designated employer representative for the City with overall responsibility for alcohol and drug testing and the employee education program is:

Human Resources Director
City of Lakeville
20195 Holyoke Avenue
Lakeville MN 55044
Telephone: (952) 985-4491

- B. The City will contract with a third-party laboratory and Medical Review Officer (MRO) to conduct appropriate drug and/or alcohol samplings from employees who are subject to the drug testing requirements.

III. DEFINITIONS

Actual knowledge means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in 49 C.F.R. § 382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under 49 C.F.R. § 382.307.

Accident means an occurrence involving a commercial motor vehicle operating on a public road which results in: (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. The term accident does not include: (1) an occurrence involving only boarding and alighting from a stationary motor vehicle; (2) an occurrence involving only the loading or unloading of cargo; or (3) an occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle (as defined in 49 C.F.R. § 571.3) by a motor carrier and is not transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded.

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol Use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Appointing Authority means the City Administrator or other City officer to whom the Administrator has delegated authority to appoint personnel.

BAT (Breath Alcohol Technician) means an individual who instructs and assists individuals in the alcohol testing process and operates an Evidential Breath Testing Device (EBT).

Chain of Custody means procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. With respect to drug testing, these procedures shall require that an appropriate drug testing custody form be used from time of collection to receipt by the laboratory and that receipt by the laboratory and appropriate

laboratory chain of custody form(s) account(s) for the sample or sample aliquots within the laboratory.

City, City of Lakeville, or Employer means the City of Lakeville, Minnesota, acting through its City Administrator or a designee of the City Administrator.

Commerce means both of the following: 1) any trade, traffic or transportation within the jurisdiction of the United States between a place and a state and a place outside of such state, including a place outside of the United States, and 2) any trade, traffic and transportation in the United States which affects any trade, traffic, and transportation described in number 1) of this definition.

Commercial Motor Vehicle means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- a. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- b. Has a gross vehicle weight rating of 26,001 or more pounds; or
- c. Is designed to transport 16 or more passengers, including the driver; or
- d. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

Confirmation Test for alcohol testing means a second test, following a screening test with a result of .02 or greater, that provides quantitative data of alcohol concentration. For controlled substances testing means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine).

Confirmation Retest for controlled substances it means a third analytical procedure to reconfirm the presence of a specific drug or metabolite. If the test result of the primary specimen is positive, the driver may request that the MRO direct the split specimen be tested in any difference DHHS-certified laboratory for presence of the drug(s).

Confirmed drug test means a confirmation test result received by an MRO from a laboratory.

Designated Employer Representative (DER) is an individual identified by the

employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

Disabling Damage means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- (1) Inclusions. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.
- (2) Exclusions.
 - (i) Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
 - (ii) Tire disablement without other damage even if no spare tire is available.
 - (iii) Headlight or taillight damage.
 - (iv) Damage to turn signals, horn, or windshield wipers which make them inoperative.

DHHS means the Department of Health and Human Services or any designee of the Secretary, or the Department of Health and Human Services.

DOT Agency means an agency (or "Operating Administration") of the United States Department of Transportation administering regulations requiring alcohol and/or drug testing.

Driver means any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to the City or who operate a commercial motor vehicle at the direction of or with the consent of the City. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to the city to drive a commercial motor vehicle.

Drug means any substance (other than alcohol) that is a controlled substance as defined in 49 C.F.R. Part 382 and 49 C.F.R. Part 40.

EBT (Evidential Breath Testing Device) means an EBT provided by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products list of Evidential Breath Measurement Devices."

Medical Review Officer ("MRO") means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a driver's confirmed positive test result together with driver's medical history and any other relevant

biomedical information.

Performing a Safety Sensitive Function means a driver is considered to be performing a safety sensitive function during any period in which the driver is actually performing, ready to perform, or immediately available to perform any safety sensitive functions.

Positive Test Result means a finding of the presence of a drug or the drug metabolite or alcohol in the sample tested in levels at or above the threshold detection levels set by the DHHS.

Reasonable Suspicion means that the City believes the appearance, behavior, speech, or body odors of a driver are indicative of the use of a controlled substance or alcohol based on the observation of at least one (1) supervisor or official who has received training in the identification of behaviors indicative of drug use.

Refusal to Submit (to an Alcohol or Controlled Substances Test) Refuse means to submit (to an **alcohol** or controlled substances test) means that a driver:

- (1) Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA as required under 40 C.F.R. § 40.61(a);
- (2) Fails to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences a pre-employment test is not deemed to have refused the test;
- (3) Fails to provide adequate a urine specimen for any drug test required by this part or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen;
- (5) Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- (6) Fails or declines to take a second test the employer or collector has directed the driver to take;
- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under 49 C.F.R. § 40.193(d). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;

- (8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- (9) Is reported by the MRO as having a verified adulterated or substituted test result.

Safety Sensitive Function means any of those on-duty functions set forth in 49 CFR 395.2 paragraphs 1-6 hereby reproduced:

1. All time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the City;
2. All time inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All driving time which shall mean all time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth, which shall mean a berth conforming to the requirements of federal regulations;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Screening Test (or Initial Test) On alcohol testing, it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in the driver's system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

State of Readiness means a driver who is on call, ready to be dispatched, to perform safety-sensitive functions while on duty.

Substance Abuse Professional means a licensed physician (medical doctor or doctor of osteopathy), or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission who possess knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. PROHIBITIONS

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety sensitive functions while having an alcohol concentration of .04 or greater. (see V.E. below, for a driver alcohol concentration of

more than .02 but less than .04.).

2. Alcohol Possession. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.

3. On Duty Use. No driver shall use alcohol while performing safety sensitive functions.

4. Pre Duty Use. No driver shall perform safety sensitive functions within four hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Alcohol or Controlled Substance Test. No driver shall refuse to submit to a post accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances test.

7. City's Duty Regarding Alcohol. If the City has actual knowledge that:

- a) a driver has an alcohol concentration of .04 or greater; or
- b) a driver is using alcohol while performing safety sensitive functions; or
- c) a driver has used alcohol within the past four hours,
- d) the driver refused to submit to a test required under number six above;

the City shall not permit the driver to perform or continue to perform safety sensitive functions.

If the City has actual knowledge that a driver possesses alcohol, it shall not permit the driver to continue to drive a commercial motor vehicle.

8. Controlled Substances Use. No driver shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. The City may require a driver to inform the City of any therapeutic drug use.

9. Controlled Substance Testing. No driver shall report for duty, remain on duty or perform a safety sensitive function, if the driver tests positive for controlled substances.

10. City's Duty Concerning Controlled Substances. The city, having actual knowledge that a driver has tested positive for controlled substances or that a driver has used a controlled substance, shall not permit the driver to perform or continue to perform safety sensitive functions.

IV. CONSEQUENCES FOR VIOLATIONS

A. Disciplinary Action.

1. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing shall not perform or continue to perform safety-sensitive functions and may also be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
2. Drivers who test positive after verification of a confirming test or are otherwise found to be in violation of this policy shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
3. Nothing in this policy limits or restricts the right of the City to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy, but also violates the City's other rules or policies or for an inability to perform the essential functions of the job based on the revocation of the driver's commercial motor vehicle license or disqualification of a driver by the Federal Highway Administration.

B. Removal. A driver determined to have violated any prohibition in Part III of this policy shall be immediately removed from the safety sensitive function.

C. Referral, Evaluation, and Treatment.

1. Shall be advised of resources available for evaluating and resolving problems associated with misuse of alcohol and drugs.
2. Shall be evaluated by a SAP, who shall determine what assistance, if any, the driver needs.
3. Must undergo return-to-work testing before returning to duty.

D. Other alcohol related conduct. A driver tested under Part V who is found to have an alcohol concentration between .02 and .04 shall not perform or continue to perform safety sensitive functions for the employer, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

E. Refusal to submit to a required test. A driver who refuses to submit to a required test shall be subject to paragraphs A and B above as appropriate. An applicant's refusal to submit to a pre-employment test precludes hiring the applicant. A driver's refusal to submit to a return-to-duty test precludes a return to duty.

IV. REQUIRED EMPLOYER TESTING

A. Requirement for Notice. Before performing an alcohol or controlled substances test, the City shall notify a driver that the alcohol or controlled substances test is required by federal rules.

B. Pre-employment Testing. Every driver shall undergo testing for alcohol and controlled substances before the driver performs a safety sensitive function for the City for the first time. If a driver has been performing safety sensitive functions prior to the adoption of this policy, the driver must be tested before performing any safety sensitive functions in 1996.

The City is not required to perform an alcohol test required by the preceding paragraph if all of the following are true:

1. The driver has undergone an alcohol test required by this section or another DOT regulation within the previous six months and the test result indicated the driver had an alcohol concentration level below .04; and
2. The City ensures that no prior employer of the driver of which the City has knowledge has records indicating the driver has violated the rules of this policy or another DOT regulation within the previous six months; and
3. The City contacts the alcohol testing program in which the driver participated to verify the foregoing requirements were observed.

The City is not required to perform a pre-employment controlled substance test if:

1. The driver participates in a controlled substances testing program in conformity with this policy; and
2. Any test results showed an absence of controlled substance use; and
3. The City ensures that no prior employer of the driver of which the City has knowledge has records indicating the driver has violated this policy or another DOT regulation within the previous six months; and
4. The City contacts the controlled substance testing program in which the driver participated to verify the foregoing requirements were observed.

If the City uses, but does not employ, a driver more than once a year, the City must assure itself once every six months that the driver participates in an alcohol and controlled substances testing program(s) that meet the requirements of this policy.

C. Post-Accident Testing.

1. As soon as practicable following an accident involving a commercial motor vehicle, the City shall test the driver for alcohol and controlled substances if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.:
 - a. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
 - b. Drivers should be tested for controlled substances no later than thirty- two (32) hours after the accident.
 - c. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
 - d. If a post-accident alcohol test is not administered within two hours following the accident, the City shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight hours.
 - e. If a post-accident alcohol test is not administered within eight hours following the accident or a post-accident controlled substances test is not administered within 32 hours following the accident, the City shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

Post-accident Information. The City shall provide drivers with necessary post-accident information, procedures, and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this section.

Law Enforcement Test Results. The City may use the results from any breath or blood alcohol test or controlled substance urine test given by a peace officer in accordance with law.

2. Test Types.

- a. **Alcohol Tests.** If a test required by this section is not administered within two hours following the accident, the City shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this section is not administered within eight hours following the accident, the City shall cease attempts to administer an alcohol test and shall prepare and maintain the same record. Records shall be submitted to the

Federal Highways Administration (FHWA) upon request of the Associate Administrator.

- b. **Controlled Substance Tests.** If a test required by this section is not administered within thirty-two hours following the accident, the City shall cease attempts to administer a controlled substances test, and prepare and maintain on file a record stating the reasons the test was not promptly administered. Records shall be submitted to the FHWA upon request of the Associate Administrator.

- 3. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the City to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- 4. The City shall provide drivers with necessary post-accident information, procedures, and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this section.
- 5. The City may use the results from any breath or blood alcohol test or controlled substance urine test given by a peace officer in accordance with law.

D. Random Testing

- 1. The minimum annual percentage rate for random alcohol testing shall be twenty-five percent (25%) of the average number of driver positions.
- 2. The minimum annual percentage rate for random controlled substances testing shall be fifty percent (50%) of the average number of driver positions.
- 3. The FHWA Administrator may increase or decrease the minimum annual percentage rate for alcohol testing applicable January 1 of the calendar year following publication.
- 4. The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table of a computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each driver shall have an equal chance of being tested each

time selections are made.

5. The City shall randomly select a sufficient number of drivers for alcohol testing during each calendar year to equal an annual rate not less than the minimum annual percentage rate for random alcohol testing determined by the FHWA Administration. For controlled substances testing, the City shall randomly select a sufficient number of drivers for controlled substances testing during each calendar year to equal an annual rate not less than the minimum annual percentage rate of fifty percent (50%) of drivers.
6. The random alcohol and controlled substances test conducted shall be unannounced and the dates for administering random alcohol and controlled substances test shall be spread reasonably throughout the calendar year.
7. Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible as directed.
8. A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

E. Reasonable Suspicion Testing

1. A driver shall submit to an alcohol test when the City has reasonable suspicion to believe that the driver has violated the prohibitions concerning alcohol, except for II. B. (Alcohol Possession). The determination that reasonable suspicion exists to require the driver to undergo an alcohol test shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.
2. A driver shall submit to a controlled substances test when the City has reasonable suspicion to believe that the driver has violated the prohibitions concerning controlled substances. The City's determination that reasonable suspicion exists to require the driver to undergo a controlled substances test shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

3. A trained supervisor or City official shall make the required observations for alcohol and/or controlled substances for reasonable suspicion testing. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the driver.
4. Alcohol testing is authorized only when the observations are made during, just preceding, or just after the period of work day that the driver is required to be in compliance. A driver may be directed by the City to only undergo reasonable suspicion testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.
5. If an alcohol test is not administered within two (2) hours following the determination, the City shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

Notwithstanding the absence of a reasonable suspicion alcohol test, driver shall not report for duty or remain on duty requiring the performance of safety-sensitive functions while under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the City permit the driver to perform or continue to perform safety-sensitive functions, until:

- a. An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
- b. Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

Except as provided above, the City shall not take any action against a driver based solely on the driver's behavior and appearance, with respect to alcohol use, in the absence of an alcohol test. This does not prohibit the City from taking any action otherwise consistent with law.

6. A written record shall be made of the observations leading to a controlled substance reasonable suspicion test, and signed by the supervisor or City official who made the observations, within twenty-four (24) hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

F. Return-To-Duty Testing

1. The City shall ensure that before a driver returns to duty requiring the performance of safety-sensitive function after engaging in prohibited conduct concerning alcohol, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in prohibited conduct concerning controlled substances, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

G. Follow-up Testing

1. Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the City shall ensure that the driver is subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional.
2. Follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

H. CONTROLLED SUBSTANCES AND ALCOHOL TESTING PROCEDURES

A. Designation of Collection Site. In order to ensure that the procedures used to test for the presence of alcohol and controlled substances will protect the driver and the integrity of the testing processes, safeguard the validity of the test results and ensure that those results are attributed to the correct driver, the City shall comply with the requirements of 49 CFR Part 40, including the following:

1. Collection Sites, Forms, Equipment and Supplies Used in Urine Collections; (49 C.F.R. Part 40, Subpart D)
2. Urine Specimen Collections; (49 C.F.R. Part 40, Subpart E)
3. Drug Testing Laboratories; (49 C.F.R. Part 40, Subpart F)
4. Medical Review Officers and the Verification Process; (49 C.F.R. Part 40, Subpart G)

5. Split Specimen Tests; (49 C.F.R. Part 40, Subpart H)
6. Problems in Urine Testing; (49 C.F.R. Part 40, Subpart I)
7. Alcohol Testing Personnel; (49 C.F.R. Part 40, Subpart J)
8. Testing Sites, Forms, Equipment and Supplies Used in Alcohol Testing; (49 C.F.R. Part 40, Subpart K)
9. Alcohol Screening Tests; (49 C.F.R. Part 40, Subpart L)
10. Alcohol Confirmation Tests; (49 C.F.R. Part 40, Subpart M)
11. Problems in Alcohol Testing; (49 C.F.R. Part 40, Subpart N)
12. Substance Abuse Professionals and the Return-to-Duty Process(49 C.F.R. Part 40, Subpart O).

V. HANDLING OF TEST RESULTS RECORD RETENTION AND CONFIDENTIALITY

- A. Records** – Department of Transportation Rules and Regulations as follows are incorporated by reference:

Section 382.401 Retention of Records.

Section 382.403 Reporting of results in a Management Information System.

Section 382.405 Access to Facilities and Records.

Section 382.407 Medical Review Officer Notifications to the Employer.

Section 382.409 Medical Review Officer Record Retention for Controlled Substances.

- B. Notification** – The City shall notify the driver the results of random reasonable suspicion and post-accident tests for controlled substances conducted under § 382.411 if the tests are verified positive. The City shall also inform the driver which controlled substance or substances were verified as positive.
- C. Reporting to the FMCSA's CDL Drug and Alcohol Clearinghouse** – In accordance with the Federal Motor Carrier Safety Administration's

(FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse reporting requirements beginning January 6, 2020, the City will report the following information to the Clearinghouse within three business days:

- i. A DOT alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
- ii. A negative DOT return-to-duty test results;
- iii. The driver's refusal to submit to a DOT test for drug and alcohol use;
- iv. Actual knowledge a driver has used alcohol or controlled substances, based on the employer's direct observation, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substances abuse except as provided in Section 382.121) of:
 - 1. On duty alcohol use pursuant to §382.205;
 - 2. Pre-duty alcohol use pursuant to §382.207;
 - 3. Alcohol use following an accident pursuant to §382.209;
 - 4. Controlled substance abuse use pursuant to §382.213;
- v. Employers will also report negative return-to-duty (RTD) test results and the successful completion of a driver's follow-up testing plan as ordered by a SAP.

- D.** Maintenance and Disclosure of Records – Except as required or authorized by law, the City will not release driver's information that is contained in records required to be maintained by this policy or FMCSA and DOT regulations. Beginning in 2020, the city will be required to query and report to the agency's Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse prior to hiring new drivers, will contact annual checks of existing CDL-drivers, and will report certain violations of the DOT drug and alcohol testing program for holders of CDLs. In addition, a driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or a controlled substance, including any records pertaining to his or her alcohol or controlled substance tests.

VI. LOSS OF CDL LICENSE FOR TRAFFIC VIOLATIONS IN COMMERCIAL AND PERSONAL VEHICLES

Effective August 1, 2005, the FMCSA established strict rules impacting when CDL license holders can lose their CDL for certain traffic offenses in a commercial or personal vehicle. Employees are required to notify their supervisor immediately if the status of their CDL license changes in anyway.

APPENDIX A: REFERRAL, EVALUATION, AND TREATMENT

A. The City shall advise any driver who has violated subpart B of this policy of the resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances. The City shall provide the driver with names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs

B. Each driver who violates part B of this policy shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substances use.

C. Evaluation

1. Before a driver returns to duty requiring the performance of a safety sensitive function after engaging in conduct prohibited by part B of this policy, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than .02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.
2. In addition to the previous paragraph, each driver identified as needing assistance in resolving chemical problems:
 - a. shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed under paragraph b of this section, and
 - b. shall be subject to unannounced follow-up tests administered by the City following the driver's return to duty. The City shall follow the testing frequency and methodology requirements of 49 CFR 382.605.
 - c. The City may elect to provide the evaluation and rehabilitation required by this section; however, the City must use a substance abuse professional. The assignment of costs shall be made in accordance with employer/driver agreements and employer policies.

D. If the City decides to provide the requisite evaluation and rehabilitation functions, the City can not allow the substance abuse professional to refer patients to the professional's private practice or to an outfit from which the professional receives remuneration.

F. The requirements of this Appendix do not apply to applicants who refuse to submit to a pre-employment testing or who have a pre-employment alcohol test with a

result indicating an alcohol concentration of .04 or greater or a controlled substances test with a verified positive test result.

EXHIBIT C: UNIFORM POLICY

PURPOSE

The work of a City of Lakeville maintenance employee can involve a considerable amount of public contact in a variety of municipal settings. Because of this high degree of visibility to City residents, it is important that maintenance employees present a positive image of the City of Lakeville to its residents. This not only involves the basics of good customer relations – courtesy, helpfulness, and a cheerful attitude – but also the appearance and identification of employees who wear the official uniform of the City.

To this end, the City of Lakeville has developed a uniform program for its employees that is representative of the City's goal to provide the highest level of quality public service and customer relations. The purpose of this policy is to outline requirements and procedures regarding eligibility, uniform wear and appearance, uniform options, and uniform items available to Street, Parks, Fleet, and Utility Department employees.

ELIGIBILITY

All regular employees who are members of the Public Works and Parks Departments bargaining group are required to wear uniforms and will choose either to rent or to purchase uniforms according to the guidelines in this policy.

All seasonal employees hired by the Public Works and Parks Departments shall be identifiable as City employees during the period of their employment. The City will designate and provide suitable uniform items for use during the period of employment. Seasonal employees shall be required to wear uniform items while on the job. They will be required to turn them in on the last day of employment.

UNIFORM WEAR AND APPEARANCE

Unless otherwise instructed, all regular and seasonal employees shall wear uniforms and accessory items as prescribed by the City.

All employees will be expected to begin their workday in uniform. Uniforms shall fit properly, be clean, and properly maintained. Employees should not report to work wearing soiled, torn, or unserviceable uniforms. Employees shall replace uniforms and accessory items when they are no longer serviceable. All unserviceable uniform items shall have all City logos and other insignia removed prior to disposal.

Unserviceable is defined as:

- Torn, ripped or soiled beyond reasonable repair or cleaning. Small tears or rips shall be repaired promptly.
- Worn out by normal wear and washing to the point they are disintegrating.
- The uniform does not fit due to change in body dimensions.

All purchased unserviceable uniform items shall have City logos and insignia removed before being worn outside of work.

If the clothing item can be worn as an outer garment, and is purchased with City funds, it must have City logo permanently attached (i.e. embroidered, patch, or silk-screen). Uniform shirts, polo shirts, tee shirts, sweatshirts, coveralls, jackets, and parkas shall have the City logo attached as a patch, embroidered, or silk-screened on the item. These labels shall be maintained throughout the life of the uniform.

UNIFORM OPTIONS

Regular City maintenance employees have two options for obtaining uniforms:

- 1. They can elect to rent the uniform from a uniform vendor under City contract, or**
- 2. They can elect to receive an annual uniform allowance with which to purchase the items individually.**

Under the rental option, employees receive a basic uniform and services package, including a winter jacket that will meet the goals of the City for both appearance and serviceability. Optional items may be purchased by the employee to supplement the basic uniform.

Under the annual clothing allowance, employees are able to purchase uniform items from approved vendors. The City will provide a list of items that are required as part of the basic uniform as well as optional items that can be purchased for wear with the basic uniform. Employees using this option are responsible for all cleaning and upkeep of their uniforms. Employees using this option may purchase pants at a store of their choice.

The City shall require all employees to purchase at least three new shirts and three pairs of pants each year. New employees shall be required to purchase five new shirts and three pairs of pants.

UNIFORM ITEMS

The basic uniform is as follows:

- **Pants** – Employees under either option can wear industrial-style pants or jeans in navy, black, and/or tan/khaki jean.
- **Uniform Shirts** - Employees under either option can wear solid color short or long sleeve shirts in navy, black, burgundy, or tan/khaki. Under the rental option, shirts supplied will be in a single City chosen color.

Optional items may be purchased by employees under either option and can be worn in combination with the basic uniform. Approved colors are navy, black, burgundy, or tan/khaki unless otherwise noted.

- Tee shirts with City logo
- Sleeveless shirt with finished seams

- Chambray/denim shirts – solid color
- Button down shirts – solid color
- Turtle necks – solid color
- Polo Shirts – solid color
- Hooded sweatshirts, crew neck sweatshirts and lightweight pullovers – solid color
- Coveralls – in navy, black, or brown.

EXHIBIT D: DOMESTIC PARTNER DEFINITION

Domestic partner shall be defined to mean a person who:

- 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations;*
- 2) resides with the domestic partner in the same principle residence and intends to do so permanently;*
- 3) is at least eighteen (18) years of age and unmarried;*
- 4) is not a blood relative of the other domestic partner; and*
- 5) has been in the relationship for six (6) months, prior to the date on which the person seeks benefits under this agreement.*

**LETTER OF AGREEMENT
BETWEEN
TEAMSTERS LOCAL 320
AND
CITY OF LAKEVILLE**

WHEREAS, the City of Lakeville and Teamsters Local 320 are in agreement to the following:

Effective January 1, 2018, the City will implement the Minnesota State Retirement System Post-Retirement Health Care Savings Plan (PRHCSP), which allows employees to save money on a pre-tax basis to pay medical expenses and/or health insurance premiums after retirement from the City. Employees will be able to choose among several different investment options provided by the State Board of Investment. Assets in the program will accumulate tax-free. This plan is pursuant to Minnesota Statutes §352.98.

Eligibility is determined based on PERA definitions for retirement. The mandatory employee contribution into the PRHCSP will be 100% of eligible severance pay (sick leave).

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.

For Teamsters Local #320:

For the City of Lakeville:

Amy Perusse, Business Agent

Justin J. Miller, City Administrator

Date

Date



Date: 12/1/2025

2026 Pay Plan Resolutions

Proposed Action

Staff recommends adoption of the following motion: move to approve resolutions approving 2026 pay plans.

Overview

The City of Lakeville strives to attract and retain highly skilled and talented employees who will contribute to Envision Lakeville, by providing services that add value and developing a workplace of choice. This also helps keep Lakeville competitive with other metro area cities.

The 2026 pay plans for non-union, liquor and fire department employees are proposed to increase by 3% effective January 1, 2026. Employees currently in the step process will continue to follow the step progression as scheduled.

The 2026 wages for Temporary, Seasonal and Instructor employees also include a proposed increase to 3% effective January 1, 2026. The first level, step 1 of this pay plan is required to increase due to the minimum wage increasing for 2026, as well as account for the new mandated Paid Family & Medical Leave tax that will begin. Per state law, the tax cannot cause an employee to receive less than minimum wage after the tax. In order to remain competitive with market peers, it's also proposed that the positions of Program Leader, Puppeteer and Warming House Attendant move from Level 1 to Level 2. This caused all other positions previously in levels 2 through 6 to shift up a level as well, to maintain a compensation spread between the differing roles while also being competitive in attracting these employees.

Supporting Information

1. Resolution for Liquor 2026 Wages
2. Resolution for 2026 Paid-On-Call Fire Wages
3. Resolution for 2026 FT Fire Wages
4. Resolution for 2026 Seasonal, Temporary & Instructor Wages
5. Resolution for Non-union 2026 Wages

Financial Impact: \$ Budgeted: Yes Source: Various Funds Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Alissa Frey, Human Resources Director
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CITY OF LAKEVILLE

RESOLUTION NO. ____

**RESOLUTION GRANTING APPROVAL OF THE LIQUOR STORE POSITION
CLASSIFICATION AND PAY PLAN**

WHEREAS, the City Council has adopted pay plans from time to time to provide for compensation of employees in various positions; and

NOW, THEREFORE, BE IT RESOLVED that the following liquor store positions are set forth and amended effective January 1, 2026.

A. WAGE STRUCTURE: PART-TIME LIQUOR EMPLOYEES

- A-1. Part-time sales associate employees hired will start employment at the start step unless credit is given for prior relevant work experience.
- A-2. Part-time sales associate employees will be evaluated by their immediate supervisor at six months and continually on their employment anniversary date. An evaluation that results in a satisfactory performance report will entitle the part-time sales associate employee to progress to the next step in their position grade. A less than satisfactory performance will result in the employee being frozen in their position step until their performance improves to satisfactory.
- A-3. Part-time sales associate employees progress through the steps annually until they reach the top step.

	Start	1 Year	2 Years	3 Years	5 Years
Lead Sales Associate	\$18.00	\$19.00	\$20.00	\$21.00	\$22.25
Sales Associates	\$16.00	\$17.00	\$18.00	\$19.00	\$20.25
Operations Associate	\$16.00	\$17.00	\$18.00	\$19.00	\$20.25

ADOPTED AND APPROVED by the by the Lakeville City Council this 1st day of December 2025.

Luke Hellier, Mayor

Justin Miller, City Administrator

CITY OF LAKEVILLE

RESOLUTION NO. 25-____

**RESOLUTION APPROVING OF 2026 PAY PLAN
(Paid-On-Call Firefighters)**

WHEREAS, the Fire Department has determined that an hourly rate should be paid to Firefighters for their time responding to emergency incidents, attending training, skills and education courses; and

WHEREAS, contracted fire service hours will not be counted for call attendance or training requirements.

WHEREAS, the pay plan should be adjusted in consideration of the changes in the cost of living as measured by the U.S. Department of Labor, market conditions and position evaluations.

BE IT FURTHER RESOLVED by the City Council of the City of Lakeville that effective January 1, 2026, all Paid-On-Call Firefighters shall be compensated an hourly rate for training and calls they respond to as listed below. Payment will be issued on a monthly basis.

A. Hourly Rate by Years of Service:

- | | |
|-----------------------------|---------|
| a. 0 to 2 years of service | \$15.91 |
| b. 2 to 7 years of service | \$19.10 |
| c. 7 to 15 years of service | \$20.42 |
| d. 15+ years of service | \$21.75 |

B. Additional pay per hour for appointed positions:

- | | |
|-------------------|-----------------|
| a. Lieutenant | \$1.00/per hour |
| b. Captain | \$2.00/per hour |
| c. District Chief | \$3.00/per hour |

ADOPTED by the Lakeville City Council this 1st day of December 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. 25-___

**RESOLUTION APPROVING OF 2026 PAY PLAN
(Full-Time Firefighters and Captains)**

WHEREAS, the City Council has adopted pay plans from time to time to provide for the compensation of employees in various positions; and

WHEREAS, the pay plan should be adjusted in consideration of the changes in the cost of living as measured by the U.S. Department of Labor, market conditions and position evaluations.

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

1. The attached pay plan is hereby adopted for the positions listed and will be effective January 1, 2026.
2. The following policy shall be used to administer this pay plan.
 - a. Employee Progression
 - i. Employees hired will start employment at the starting step unless credit is given for prior relevant work experience.
 - ii. Employees will be evaluated by their immediate supervisor on their employment anniversary date. A less than satisfactory performance evaluation may result in the employee being frozen in their current wage step until their performance improves to a satisfactory level as determined by the supervisor.
 - iii. Employees progress through the steps on an annual basis until they reach Step 8. Step 8 is the highest step level of each grade.
 - b. Pay Plan Adjustments Based on Consideration of Market Conditions and Cost of Living Changes
 - i. The pay plan includes a three percent (3%) cost of living adjustment for non-union employees effective January 1, 2026.
 - ii. Position compensation adjustments and comparisons will continue to be completed according to the Wage and Salary Schedule (Policy 6.35).

ADOPTED by the Lakeville City Council this 1st day of December 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

Firefighter Primary Rate 2026

Average 56 hours per week (2912 hours per year) 28-day Shift

Grade 08	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 75,045.94	\$ 77,860.16	\$ 80,779.91	\$ 83,809.18	\$ 86,952.01	\$ 90,212.70	\$ 93,595.70	\$ 97,105.54
Hourly	\$ 25.77	\$ 26.74	\$ 27.74	\$ 28.78	\$ 29.86	\$ 30.98	\$ 32.14	\$ 33.35

Firefighter Secondary Rate 2026

Average 40 hours per week (2080 hours per year)

Grade 08	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 75,045.94	\$ 77,860.16	\$ 80,779.91	\$ 83,809.18	\$ 86,952.01	\$ 90,212.70	\$ 93,595.70	\$ 97,105.54
Hourly	\$ 36.08	\$ 37.43	\$ 38.84	\$ 40.29	\$ 41.80	\$ 43.37	\$ 45.00	\$ 46.69

Captain Primary Rate 2026

Average 56 hours per week (2912 hours per year) 28-day Shift

Grade 12	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 94,743.77	\$ 98,296.67	\$ 101,982.79	\$ 105,807.15	\$ 109,774.91	\$ 113,891.47	\$ 118,162.39	\$ 122,593.48
Hourly	\$ 32.54	\$ 33.76	\$ 35.02	\$ 36.33	\$ 37.70	\$ 39.11	\$ 40.58	\$ 42.10

Captain Secondary Rate 2026

Average 40 hours per week (2080 hours per year)

Grade 12	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 94,743.77	\$ 98,296.67	\$ 101,982.79	\$ 105,807.15	\$ 109,774.91	\$ 113,891.47	\$ 118,162.39	\$ 122,593.48
Hourly	\$ 45.55	\$ 47.26	\$ 49.03	\$ 50.87	\$ 52.78	\$ 54.76	\$ 56.81	\$ 58.94

CITY OF LAKEVILLE

RESOLUTION NO. 25-

**RESOLUTION APPROVING SALARIES FOR
INSTRUCTOR, SEASONAL AND TEMPORARY EMPLOYEES**

WHEREAS, the City Council has an adopted pay plan to provide for the compensation of employees in various positions; and

WHEREAS, employees will start employment at Step 1 of the assigned classification unless credit is given for prior relevant work experience and will progress through the steps on an annual basis until they reach Step 5, the highest step available.

WHEREAS, the pay plan will be adjusted from time to time in consideration of market conditions and the federal and Minnesota minimum wage laws.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota that the 2026 Instructor, Seasonal and Temporary Employee Pay Plan adopted effective January 1, 2026.

ADOPTED by the Lakeville City Council this 1st day of December 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

2026 Temporary, Seasonal & Instructor Pay Plan

	Level 1	Step 1	Step 2	Step 3	Step 4	Step 5
Community Theatre Staff		11.46	11.98	12.52	13.08	13.67
	Level 2	Step 1	Step 2	Step 3	Step 4	Step 5
Program Leader		12.68	13.25	13.85	14.47	15.12
Puppeteer						
Warming House Attendant						
	Level 3	Step 1	Step 2	Step 3	Step 4	Step 5
Seasonal Ice Rink supervisor		14.99	15.66	16.37	17.10	17.87
	Level 4	Step 1	Step 2	Step 3	Step 4	Step 5
Seasonal Maintenance I		16.22	16.95	17.72	18.51	19.35
	Level 5	Step 1	Step 2	Step 3	Step 4	Step 5
Intern		16.74	17.49	18.28	19.1	19.96
Pottery Studio Specialist						
	Level 6	Step 1	Step 2	Step 3	Step 4	Step 5
Seasonal Maintenance II		18.03	18.84	19.68	20.57	21.50
	Level 7	Step 1	Step 2	Step 3	Step 4	Step 5
Pottery Studio Manager		18.03	18.84	19.68	20.57	21.50
	Level 8	Step 1	Step 2	Step 3	Step 4	Step 5
Community Band Director		21.61	22.58	23.60	24.66	25.77
LAAC House Manager						
Light/Sound Technician (Theatre Tech)						
Seasonal CSO						
Seasonal Tree Inspector						
Seasonal Environmental Educator						
	Level 9	Step 1	Step 2	Step 3	Step 4	Step 5
		23.67	24.73	25.84	27.01	28.22
	Level 10	Step 1	Step 2	Step 3	Step 4	Step 5
		25.91	27.08	28.30	29.57	30.90
	Level 11	Step 1	Step 2	Step 3	Step 4	Step 5
		28.38	29.65	30.99	32.38	33.84
	Level 12	Step 1	Step 2	Step 3	Step 4	Step 5
Painting Instructor		31.07	32.47	33.93	35.46	37.05
Misc. Art Instructor						
	Level 13	Step 1	Step 2	Step 3	Step 4	Step 5
Pottery Instructor		34.02	35.55	37.15	38.83	40.57
Theater Instructor						

Miscellaneous Pay:

Warming House Attendant and Ice Rink Supervisor Additonal \$.50/hour worked, to be paid at the end of each completed winter season.

Elections

Temporary Elections Office Assistant	\$15.00
Election Specialist	\$20.00
Absentee Voting Program Support	\$25.00

CITY OF LAKEVILLE

RESOLUTION NO. 25-___

**RESOLUTION APPROVING 2026 PAY PLAN
NON-UNION EMPLOYEES**

WHEREAS, the City Council has adopted pay plans from time to time to provide for the compensation of employees in various positions; and

WHEREAS, the pay plan should be adjusted in consideration of the changes in the cost of living as measured by the U.S. Department of Labor, market conditions and position evaluations.

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

1. The attached pay plan is hereby adopted for the positions listed and will be effective January 1, 2026.
2. The following policy shall be used to administer this pay plan.
 - a. Employee Progression
 - i. Employees hired will start employment at the starting step unless credit is given for prior relevant work experience.
 - ii. Employees will be evaluated by their immediate supervisor on their employment anniversary date. A less than satisfactory performance evaluation may result in the employee being frozen in their current wage step until their performance improves to a satisfactory level as determined by the supervisor.
 - iii. Employees progress through the steps on an annual basis until they reach Step 8. Step 8 is the highest step level of each grade.
 - b. Pay Plan Adjustments Based on Consideration of Market Conditions and Cost of Living Changes
 - i. The pay plan includes a three percent (3%) cost of living adjustment for non-union employees effective January 1, 2026.
 - ii. Position compensation adjustments and comparisons will continue to be completed according to the Wage and Salary Schedule (Policy 6.35).

ADOPTED by the Lakeville City Council this 1st day of December 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

2026 Pay Plan - 3% COLA

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 01	49,909.84	51,781.44	53,723.26	55,737.88	57,828.05	59,996.62	62,246.48	64,580.72
Hourly Rate:	24.00	24.89	25.83	26.80	27.80	28.84	29.93	31.05

Facility Attendant
Liquor Lead Sales Associate II

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 02	52,904.42	54,888.36	56,946.67	59,082.16	61,297.74	63,596.40	65,981.27	68,455.57
Hourly Rate:	25.43	26.39	27.38	28.40	29.47	30.58	31.72	32.91

City Receptionist
Community Service Officer
Lead Facility Attendant

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 03	56,078.70	58,181.64	60,363.44	62,627.09	64,975.60	67,412.18	69,940.14	72,562.89
Hourly Rate:	26.96	27.97	29.02	30.11	31.24	32.41	33.63	34.89

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 04	59,443.41	61,672.55	63,985.28	66,384.71	68,874.13	71,456.92	74,136.55	76,916.67
Hourly Rate:	28.58	29.65	30.76	31.92	33.11	34.35	35.64	36.98

Recreation Program Specialist

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 05	63,010.02	65,372.89	67,824.39	70,367.81	73,006.58	75,744.34	78,584.76	81,531.69
Hourly Rate:	30.29	31.43	32.61	33.83	35.10	36.42	37.78	39.20

Accounts Technician- Accounts Payable/Accounts Receivable
Accounting Technician - Utility Billing Technician
Administrative Assistant
Assistant Liquor Store Manager
Forestry Technician
Lead Community Service Officer
Police Records Technician

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 06	66,790.63	69,295.27	71,893.85	74,589.87	77,386.98	80,288.98	83,299.83	86,423.57
Hourly Rate:	32.11	33.32	34.56	35.86	37.21	38.60	40.05	41.55

Engineering Services Representative
Evidence Technician
Facilities Technician
Police Administrative Specialist
Records Compliance Specialist
Senior Administrative Assistant

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 07	70,798.06	73,452.99	76,207.49	79,065.26	82,030.20	85,106.34	88,297.80	91,608.97
Hourly Rate:	34.04	35.31	36.64	38.01	39.44	40.92	42.45	44.04

Environmental Resources Technician
Payroll Specialist
Video Production Specialist

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 08	75,045.94	77,860.16	80,779.91	83,809.18	86,952.01	90,212.70	93,595.70	97,105.54
Hourly Rate:	36.08	37.43	38.84	40.29	41.80	43.37	45.00	46.69
Code Enforcement Construction Representative Communications Specialist GIS Analyst Graduate Engineer								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 09	79,548.69	82,531.78	85,626.72	88,837.74	92,169.13	95,625.48	99,211.43	102,931.87
Hourly Rate:	38.24	39.68	41.17	42.71	44.31	45.97	47.70	49.49
Assistant to the City Administrator Human Resources Specialist Environmental Resources Specialist Event & E-Commerce Manager Information Technology Technician Marketing Specialist/Events Coordinator								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 10	84,321.64	87,483.69	90,764.32	94,167.98	97,699.28	101,363.01	105,164.11	109,107.77
Hourly Rate:	40.54	42.06	43.64	45.27	46.97	48.73	50.56	52.46
Financial Analyst Building Inspector/Plans Examiner Civil Engineer Crime Analyst Environmental Resources Specialist II Fire Inspector Information Technology Specialist Plumbing Inspector/Plans Examiner Recreation Program Coordinator Senior Construction Representative								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 11	89,380.91	92,732.70	96,210.19	99,818.06	103,561.25	107,444.78	111,473.97	115,654.25
Hourly Rate:	42.97	44.58	46.25	47.99	49.79	51.66	53.59	55.60
Fleet Supervisor Liquor Store Manager Senior Building Inspector/Plans Examiner								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 12	94,743.77	98,296.67	101,982.79	105,807.15	109,774.91	113,891.47	118,162.39	122,593.48
Hourly Rate:	45.55	47.26	49.03	50.87	52.78	54.76	56.81	58.94
Art Center Manager City Forester Facilities Supervisor GIS Manager Parks Supervisor Recreation Manager Senior Financial Analyst Senior Planner								

Streets Supervisor
Utilities Supervisor

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 13	100,428.40	104,194.46	108,101.78	112,155.57	116,361.41	120,724.96	125,252.14	129,949.11
Hourly Rate:	48.28	50.09	51.97	53.92	55.94	58.04	60.22	62.48

Assistant Building Official
Environmental Resources Manager
IT Systems Architect
Project Engineer

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 14	106,454.12	110,446.14	114,587.87	118,884.92	123,343.11	127,968.46	132,767.29	137,746.06
Hourly Rate:	51.18	53.10	55.09	57.16	59.30	61.52	63.83	66.22

Communications Manager
Fire Marshal

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 15	112,841.34	117,072.89	121,463.12	126,017.99	130,743.68	135,646.57	140,733.31	146,010.80
Hourly Rate:	54.25	56.29	58.40	60.59	62.86	65.21	67.66	70.20

City Clerk
Economic Development Manager
FIRST Center Manager
Parks Superintendent
Senior Project Engineer
Streets & Fleet Superintendent

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 16	119,611.83	124,097.27	128,750.94	133,579.07	138,588.30	143,785.35	149,177.31	154,771.46
Hourly Rate:	57.51	59.66	61.90	64.22	66.63	69.13	71.72	74.41

Assistant City Engineer
Assistant Finance Director
Building Official
Utilities Superintendent
Public Works Coordinator

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 17	126,788.53	131,543.12	136,475.97	141,593.81	146,903.59	152,412.48	158,127.94	164,057.74
Hourly Rate:	60.96	63.24	65.61	68.07	70.63	73.28	76.02	78.87

Assistant Fire Chief
Business Manager
Planning Manager

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 18	134,395.85	139,435.69	144,664.56	150,089.45	155,717.82	161,557.23	167,615.62	173,901.20
Hourly Rate:	64.61	67.04	69.55	72.16	74.86	77.67	80.58	83.61

Information Technology Manager
Liquor Operations Director

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 19	142,459.62	147,801.83	153,344.41	159,094.82	165,060.88	171,250.66	177,672.56	184,335.28

Hourly Rate:	68.49	71.06	73.72	76.49	79.36	82.33	85.42	88.62
City Engineer Human Resources Director Parks & Recreation Director Police Commander								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 20	151,007.17	156,669.95	162,545.07	168,640.52	174,964.54	181,525.71	188,332.93	195,395.41
Hourly Rate:	72.60	75.32	78.15	81.08	84.12	87.27	90.54	93.94
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 21	160,067.61	166,070.15	172,297.79	178,758.93	185,462.41	192,417.24	199,632.88	207,119.12
Hourly Rate:	76.96	79.84	82.84	85.94	89.16	92.51	95.98	99.58
Assistant City Administrator Community Development Director Finance Director Fire Chief Police Chief Public Works Director								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 22	169,671.66	176,034.35	182,635.62	189,484.49	196,590.13	203,962.29	211,610.87	219,546.28
Hourly Rate:	81.57	84.63	87.81	91.10	94.51	98.06	101.74	105.55
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 23	179,851.96	186,596.42	193,593.77	200,853.54	208,385.56	216,200.02	224,307.51	232,719.04
Hourly Rate:	86.47	89.71	93.07	96.56	100.19	103.94	107.84	111.88
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 24	190,643.08	197,792.20	205,209.41	212,904.76	220,888.68	229,172.02	237,765.97	246,682.19
Hourly Rate:	91.66	95.09	98.66	102.36	106.20	110.18	114.31	118.60
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 25	202,081.67	209,659.73	217,521.97	225,679.04	234,142.02	242,922.34	252,031.93	261,483.12
Hourly Rate:	97.15	100.80	104.58	108.50	112.57	116.79	121.17	125.71
City Administrator								



Date: 12/1/2025

Police LELS MOU for 2026 Wages

Proposed Action

Staff recommends adoption of the following motion: move to approve the 2026 MOU for police wages.

Overview

Lakeville's LELS Police Labor Agreement is settled through 12/31/2026. The current contract includes a 2.5% Cost of Living Adjustment (COLA or general increase) to 2026 wages. However, within Appendix A for 2026 wages, it emphasizes that if any other bargained or non-union employee group received a greater wage increase for 2026, they would also be entitled to the same increase.

Therefore- since a 3% wage increase was proposed through the budgeting process, this keeps them aligned with all other employees groups. The attached MOU reflects this change to their 2026 Appendix A wages.

Supporting Information

1. Police MOU to 2026 Wage Scale
2. LELS Police Officer Contract 2024-2026

Financial Impact: \$ Budgeted: Yes Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Alissa Frey, Human Resources Director
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Memorandum of Understanding
Between
City of Lakeville and L.E.L.S. Local #128

WHEREAS, the City of Lakeville and L.E.L.S. Local #128 have agreed to amend Appendix A, 2026 wage scale effective January 1, 2026. The amendment increases the cost-of-living adjustment (COLA) from 2.5% to 3%.

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

APPENDIX A Cont.: 2026 WAGE SCALE

2026 ~ includes 3% COLA							
Grade 10							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	42.27	43.85	45.50	49.33	51.67	54.62	57.73
	87,914.69	91,210.36	94,642.40	102,606.54	107,472.99	113,615.20	120,068.80

Notes: Step 4 includes 4.5% longevity rate; Step 5 includes 5.5% longevity rate; Step 6 includes 7.5% rate; Step 7 includes 9.5 longevity rate.

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.

January 1, 2026	Additional 6% based on step 7
Assignment	Hourly Rate
Investigator	\$3.46
K-9	\$3.46
SRO	\$3.46
Street Crimes	\$3.46

**FOR LAW ENFORCEMENT
(LOCAL #128)**

Dated: _____

By: _____
Business Agent

Dated: _____

By: _____
Steward

Dated: _____

By: _____
Steward

FOR CITY OF LAKEVILLE

Dated: _____

By: _____
Mayor Luke Hellier

Dated: _____

By: _____
City Administrator Justin Miller

LABOR AGREEMENT
BETWEEN
CITY OF LAKEVILLE, MINNESOTA
AND
LAW ENFORCEMENT LABOR SERVICES
(LOCAL NO. 128)
POLICE OFFICERS

Effective January 1, 2024 through December 31, 2026

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ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2014, between the City of Lakeville, hereinafter called the Employer, and Law Enforcement Labor Services Local No. 128 for the Lakeville Police Officers.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 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 purpose of meeting and negotiating the terms and conditions of employment for all police personnel in the following job classifications: Investigator, K-9 Officer, Senior Officer on duty and Police Officer employees who are public employees within the meaning of Minnesota Statute 179A.03, subd. 14, excluding the Chief of Police, Deputy Chief of Police, Lieutenant, Sergeant and Sergeant Investigator who are supervisory and confidential employees, and Community Service Officer and all the non-essential classified positions in the Department.
- 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 UNION: Law Enforcement Labor Services, Local No. 128.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services Local No. 128 (Lakeville Police Officers).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Lakeville Police Department.
- 3.5 EMPLOYER: The City of Lakeville, Minnesota.
- 3.6 CHIEF: The Chief of the Lakeville Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by LELS Local No. 128 (Lakeville Police Officers).
- 3.8 OVERTIME: Work performed at the express authorization of the Employer in excess of the Employee's scheduled shift.

- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and lunch break.
- a. 8-hour shift 15 min. break/30 min. lunch/15 min. break
 - b. 10-hour shift 20 min. break/30 min. lunch/20 min. break
 - c. 12-hour shift 30 min. break/30 min. lunch/30 min. break
 - d. Employees must "status change" for rest and lunch breaks and will be taken in a manner that does not impact service levels.
- 3.10 REST BREAKS: Periods during the scheduled shift when the Employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during the scheduled shift when the Employee remains on continual duty and is responsible for assigned duties.
- 3.12 STRIKE: Concerted 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 and coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.13 POLICE OFFICER: An employee specifically assigned or classified by the Employer to the job classification and/or job position of Police Officer.
- 3.14 INVESTIGATOR: An employee specifically assigned or classified by the Employer to the job classification and/or job position of Investigator/Detective.
- 3.15 SCHOOL RESOURCE OFFICER: An employee specifically assigned or classified by the Employer to the job classification and/or job position of School Resource Officer.
- 3.16 K-9 OFFICER: An employee specifically assigned or classified by the Employer to the job classification and/or job position of K-9 Officer.
- 3.17 LEAD INVESTIGATOR: An employee specifically assigned or classified to the job classification and/or job position of Lead Investigator.
- 3.18 COMMUNITY SERVICE OFFICER: An employee specifically assigned or classified to the job classification and/or job position of Community Service Officer.
- 3.19 SENIOR OFFICER ON DUTY: An officer paid under the Police Officer Schedule (Article 21.1) without any compensation for service under Article 21.6, and is the senior officer, by seniority date, on duty with the exception of Monday through Friday day shift when a supervisor is on duty, in the City, with current knowledge of Patrol activity and with the ability to direct patrol officers immediately when required.
- 3.20 PROMOTION: Any change in job classification which results in an increase in pay.
- 3.21 PROBATIONARY PERIOD, NEW EMPLOYEES: A period of time commencing on the date employment commences and ending one year from that date.

- 3.22 PROBATIONARY PERIOD, PROMOTED RE-CLASSIFIED EMPLOYEES: A period of time commencing on the effective date of the promotion-reclassification and ending six months from that date.
- 3.23 FULL-TIME EMPLOYMENT: An employee whose hours in a calendar year meet the 2,080-hour requirements of Article 12.1 of this Agreement.
- 3.24 PART-TIME EMPLOYMENT: An employee who works more than an average of fourteen (14) hour work weeks in a calendar year, or portion thereof, but less than the hour requirement of Article 12.1 of this Agreement is a part-time employee.
- 3.25 FULL BENEFITS: Employees who work an averaged 36 hour work week or more in a calendar year shall receive full benefits as listed in this Agreement for full-time employment.
- 3.26 PRORATE BENEFITS: Employees who work more than an averaged fourteen (14) hour work week but less than an averaged thirty-six (36) hour work week shall receive prorate benefits of full benefits as listed in this Agreement for full-time employment.
- 3.27 COURT APPEARANCE "MUST APPEAR": Notification to report for court; including most traffic court trials, implied consent hearings and contested omnibus hearings.
- 3.28 COURT APPEARANCE "STAND BY": Notification to remain on stand by for court for most felony level cases and jury trials.

ARTICLE 4 EMPLOYER SECURITY

The Union agrees that during the life of this Agreement the Union will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5 EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted 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 and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.
- 5.3 Any employee deprived of his/her state license to act as a police officer shall be suspended without pay during that period.

ARTICLE 6 UNION SECURITY

- 6.1 The Employer shall deduct from the wages of Employees who authorize such deduction

in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.

- 6.2 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 and/or alternate.
- 6.3 The Employer shall make space available on the Employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 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 7 EMPLOYEE RIGHTS - 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 as provided by 6.2 of this Agreement.

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, either the Sergeant or Lieutenant. The Employee's supervisor 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 Sergeant or Lieutenant'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 Chief of Police. The Chief of Police 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 Chief of Police'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 3. If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator. The City Administrator shall give the Union the Employer's answer in writing within ten (10) calendar days following the City Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 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 "Arbitration Roster Rules" 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.

7.7 CHOICE OF REMEDY

If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article 7 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 8 SAVINGS CLAUSE

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 9 SENIORITY

- 9.1 Seniority in any paid position with the Police Department will be established from the earliest date of employment for the purpose of determining the employee's vacation accrual. Permanent part-time positions will be credited with vacation accrual on the percentage of hours worked compared to the regular 40-hour work week. Seniority for the purpose of receiving longevity pay as a police officer will be taken from the earliest

date of employment in any sworn police officer position held in the Department for the time spent in a sworn position. 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 police officer and investigators. If two or more officers start on the same date, the seniority order will be determined by the employer. Officers must be informed of the seniority decision. An officer assigned or promoted to a new position of investigator, will have established a second seniority date from the date of assignment or promotion to the position. The second date is for the purpose of shift bidding, vacation bidding and reduction in the number of positions for positions such as investigator.

- 9.2 During the probationary period, the newly-hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the Employer.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of their layoff before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job relevant qualifications of employees are equal.
- 9.5 Senior qualified employees should be given shift assignment preference after 18 months of continuous full-time employment.
- 9.6 One continuous vacation shall be selected by specific dates on the basis of seniority until April 1st of each calendar year. An employee not making selection by this date will be deemed to have waived seniority selection.

ARTICLE 10 DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a) Oral reprimand
 - b) Written reprimand
 - c) Suspension
 - d) Demotion
 - e) Discharge
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 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.

- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 An employee may request a review of prior written discipline or suspension 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.
- 10.6 Discharges will be preceded by a five (5) day suspension without pay.
- 10.7 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.
- 10.8 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 7.

ARTICLE 11 CONSTITUTIONAL PROTECTION

- 11.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 12 WORK SCHEDULE

- 12.1 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) Authorized compensatory time
- 12.2 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 may assign employees.
- 12.3 The Employer shall have the right to change the starting time of the daily work schedule of the Employee, provided there is a minimum of ninety-six (96) hours' advance written notice given to the employee. Written notice may be in text message format.

ARTICLE 13 OVERTIME

- 13.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular pay rate, all remuneration including longevity, educational incentive pay, K-9 Officer and Investigator pay, for hours worked in excess of the employee's regularly scheduled shift. Changes in shifts do not qualify for an employee for overtime under this Article.

- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 Overtime refused by employees will, for record purposes under Article 13.2, be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 13.7 Overtime must be approved in advance by the Chief of Police or his designated official, except in instances of emergency.

ARTICLE 14 COURT TIME

- 14.1 Court appearance "must appear": An employee who is required to appear in court during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate unless notified of the cancellation by 5:00 p.m. on the preceding day. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.
- 14.2 Court stand by: When an officer is sent notice to "stand by" to appear in court, the officer shall receive a minimum of three (3) hours at one and one-half (1 ½) times the employee's base pay rate if s/he is required to stand by to appear in court on the employee's regularly scheduled off-duty time.

ARTICLE 15 CALL BACK TIME

An employee who is called to duty during his scheduled off-duty time shall receive a minimum of three (3) hour's pay at one and one-half times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

ARTICLE 16 WORKING OUT OF CLASSIFICATION

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment. Said assignment shall be in writing from the Chief of Police and specify the assignment starting date and the length of the assignment.

ARTICLE 17 INSURANCE

17.1 Effective January 1, 2024 , the Employer shall 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 will be deposited in January and the second six months will be deposited in July. Deposits for new employees will be prorated.

17.2 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.

17.3 Any cost beyond the amounts payable by the Employer shall be paid by the employee via payroll deduction.

17.4 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.

17.5 The Employer shall contribute 100% of the monthly cost for \$50,000 Life Insurance for the employee as per the coverage and terms of the policy.

17.6 Effective January 1, 2001, 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 18 FALSE ARREST INSURANCE

The Employer shall provide false arrest insurance for the police officers.

ARTICLE 19 STANDBY PAY

Employees required by the employer to standby shall be paid for such standby time at the rate of one hour's pay for each hour on standby. Standby pay as defined in this article does not apply to court appearances, criminal or civil.

ARTICLE 20 UNIFORMS

20.1 Effective January 1, 2024 , the uniform allowance shall be nine hundred and twenty dollars (\$920.00). The uniform allowance will be processed through payroll by the 4th week of January.

- 20.2 All newly-hired police officers shall receive a complete uniform as provided for in the contract Exhibit A in lieu of uniform allowance for the first two years of employment. During that time, the Employer shall replace any item worn or damaged. At the beginning of the third year of employment, employees shall be entitled to prorated uniform allowance as provided in the contract.
- 20.3 In addition to the uniform allowance, 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.
- 20.4 Effective January 1, 1993, police officer(s) assigned to an investigator position shall receive a uniform allowance in accordance with the terms and conditions under Exhibit B to this Agreement.
- 20.4 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 21 SALARY SCHEDULE

21.1 SALARY SCHEDULE: the base rates of pay for calendar years 2024 – 2026 for Police Officers are set forth in Appendix A and Appendix B.

21.2 PERFORMANCE EVALUATION

Employees will be notified of any changes to the performance evaluation form at the beginning of the twelve-month review cycle.

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 Lieutenant. The Lieutenant 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 appeal will be decided by a review panel consisting of the Lakeville Chief of Police, a Chief of Police from outside Dakota County and the LELS Business Agent. This panel will hear up to a half hour of presentation from the employee and up to a half hour of presentation from the Supervisor. The decision of the panel will be final and binding and will not be subject to the grievance procedure under this Agreement.

If the panel 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.

- 21.3 Beginning January 1, 2024, Investigator, School Resource Officer, and K-9 pay shall be established at the salary schedule plus an additional 6% of Grade 10, Step 7 (Appendix A), rounded off to the nearest whole dollar.
- 21.4 Beginning January 1, 2024, police officers assigned to the Streets Crime Unit shall receive an additional 6% of Grade 10, Step 7 (Appendix A), rounded off to the nearest whole dollar.
- 21.5 A new police officer may be hired at a rate higher than Step 1 if the person has previous related experience in police work, is state certified, meets all other entrance requirements of the Employer and is approved by the Chief of Police and City Administrator.
- 21.6 Part-time employees will be paid the hourly rate that their hours worked earns them

based on a standard of 2,080 hours per year.

- 21.7 The Senior Officer on Duty shall be paid 107.5% of the officer or investigator rate of pay when no other supervisory personnel of the essential employee group are on duty and there is one or more other essential group employees on duty. Supervisory personnel shall include the Chief of Police, Deputy Chief of Police, Sergeant Investigator, Lieutenant, Lieutenant Investigator, and any future command positions that may be established for the essential employee group in the Department. The 7.5% additional pay shall be earned by the hour for each hour the Police Officer serves as the senior officer on duty under the terms and conditions of this Article. The Senior Police Officer shall be responsible for supervisory duties and responsibilities as outlined in the Department Police Manual for this position.
- 21.8 The EMPLOYER may appoint an employee to a full-time Lead Investigator position. Lead Investigator pay shall be 9% of the 36-month rate of the Police Officer Salary Schedule, rounded off to the nearest whole dollar.

ARTICLE 22 PART-TIME EMPLOYEE'S FRINGE BENEFITS

- 22.1 Part-time employees will earn vacation, holiday and sick leave benefits based on the percentage of their hours worked the previous year. This percentage will be taken on 2,080 hours as the standard work year.

ARTICLE 23 VACATION SCHEDULE AND USE

- 23.1 The vacation schedule shall be as follows:

Beginning in the 1st yr of employment	12 days	96 hrs
Beginning in the 2nd yr of employment	12 days	96 hrs
Beginning in the 3rd yr of employment	12 days	96 hrs
Beginning in the 4th yr of employment	12 days	96 hrs
Beginning in the 5th yr of employment	15 days	120 hrs
Beginning in the 6th yr of employment	16 days	128 hrs
Beginning in the 7th yr of employment	16 days	128 hrs
Beginning in the 8th yr of employment	16 days	128 hrs
Beginning in the 9th yr of employment	16 days	128 hrs
Beginning in the 10th yr of employment	18 days	144 hrs
Beginning in the 11th yr of employment	18 days	144 hrs
Beginning in the 12th yr of employment	18 days	144 hrs
Beginning in the 13th yr of employment	20 days	160 hrs
Beginning in the 20th yr of employment	25 days	200 hrs

- 23.2 Each employee shall have vacation earned computed on a bi-weekly basis, or every two weeks.
- 23.3 Employees shall accrue vacation during the first year of employment but not be eligible to use accrued vacation until completion of the first six months of employment.
- 23.4 Employees shall request vacation time in writing to the Chief of Police and receive his approval a minimum of 30 days in advance to permit the Chief to effectively schedule

the department's forces.

- 23.5 Except as approved in writing by the City Administrator, employees will not be allowed to carry over more than the number of hours of vacation they earned in the two previous calendar years.
- 23.6 No employee shall be permitted to waive vacation leave for the purpose of receiving pay.

ARTICLE 24 EDUCATION PAY/TUITION REIMBURSEMENT

- 24.1 Education incentive pay for a four year bachelor's degree will be \$30.00 per month. Payment is to be made on each biweekly pay check in 26 equal amounts for police officers. If the bachelor's degree is received after the start date, the \$30.00 per month payment will begin with the first payroll of the month following the presentation of the diploma to the Chief of Police. Police Officers can elect to receive either educational incentive pay or longevity pay, but not both.

- 24.2 Police Officers will be reimbursed for tuition cost upon completion of college courses approved by the Employer as beneficial to the performance of police officers' duties and required for the attainment of a bachelor's or master's degree as follows:

a. Amount:

Police officers hired prior to January 1, 2020, shall be reimbursed 100% reimbursement until December 31, 2024 for bachelor's degrees. Effective upon January 1, 2025, police officers hired prior to January 1, 2020 shall be reimbursed up to a maximum of \$5,250 per year.

Police officers hired after January 1, 2001, shall be reimbursed up to a maximum of \$5,250 per year for a master's degree.

Police officers hired on or after January 1, 2020, shall be reimbursed up to a maximum of \$5,250 per year for a bachelor's or a master's degree.

If the IRS raises the Tuition Reimbursement limit, the reimbursement amount will increase to the IRS limit.

b. Conditions of Payment:

The police officer 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.

If a police officer is receiving or is eligible to receive funding from another source, including but not limited to the Veterans Administration, a grant or scholarship, he

or she is not eligible for tuition reimbursement for the amount he or she is eligible to receive or is receiving from the other sources.

Reimbursements of the tuition will be 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, Education, Social Sciences, Law Enforcement and similarly related major courses of study.

- 24.3 For budgeting purposes, in order to be eligible for tuition reimbursement under Section 24.2, police officers must submit a Tuition Reimbursement Application and Approval Form during the budget cycle in the year preceding the year in which the employee seeks tuition reimbursement for.

ARTICLE 25 HOLIDAYS

- 25.1 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
President's Day, Third Monday in February
Memorial Day, Last Monday in May
Juneteenth, June 19
Independence Day, July 4th
Labor Day, First Monday in September
Veterans Day, November 11
Thanksgiving Day, Fourth Thursday in November
Christmas Eve, One-half day
Christmas Day, December 25th
New Year's Eve, One-half day
Floating Day

- 25.2 Employees who work on a holiday shall be paid at one and one-half (1 ½) times their regular hourly rate of pay. Employees shall be paid in the month of December for the holidays they have earned beginning with January 1, New Year's Day. The rate of pay shall be the rate in effect on the date of the holiday.
- 25.3 The Employer shall have the right to reduce the work schedules for holidays and to provide time off in lieu of holiday pay in December.

ARTICLE 26 SICK LEAVE

- 26.1 Sick leave is to be earned at a rate of one eight (8) hour day per month. January 2021, fifty-five percent (55%) of Employee accumulated sick leave in excess of 960 hours on December 31 will be converted to contributions to the employee's Post-Retirement Health Care Savings Plan (PRHCSP) account at the December 31, 2020 base pay rate. Sick leave is earned while on vacation, sick leave and injury on duty leave.

Beginning January 2022, all Employee accumulated sick leave in excess of 960 hours on

December 31 will be converted to contributions to the employee's PRHCSP account at the December 31 base pay rate based on the following schedule (i.e. December 2021 at the 12/31/2021 base pay rate):

- After 10 years of full-time service, 45% of the Employee's unused sick leave.
- After 15 years of full-time service, 55% of the Employee's unused sick leave.

26.2 Sick leave may be used only for personal illness of the employee or in the case of an ill or injured child of the employee or employee's spouse. Effective August 1, 2013, sick leave will be amended to incorporate Minn. Stat. §181.9413.

26.3 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 her condition.
- c) Submit a medical certificate for any illness of three days or longer if requested by the Chief of Police.

26.4 Sick leave is to be used for actual illness and/or emergency medical attention of the employee, or the care of an ill or injured child of the employee or the Employee's spouse or critical illness of the employee's spouse. If the Employer has reason to believe an employee is abusing sick leave by review of usage, the employee may be required to submit a doctor's statement upon written advance notice from the Employer for future usage. Where abuse is evident, an employee shall be subject to the provisions of Article 10 of the Agreement. Employees are expected to accumulate sick leave and not abuse it by using it as it accrues monthly.

ARTICLE 27 INJURY ON DUTY PAY

27.1 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 investigator 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.

27.2 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.

27.3 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.

27.4 An employee shall continue to accumulate vacation and sick leave while on injury on

duty leave.

- 27.5 The Employer 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.
- 27.6 An employee may choose to use sick leave and/or vacation leave after his/her injury on duty leave is exhausted.

ARTICLE 28 LONGEVITY PAY

- 28.1 Effective July 1, 2020, longevity pay will begin one year after a police officer has completed the step process and after completing 4 years of service. Police officers receiving longevity pay and transitioning to the new pay plan on July 1, 2020, will continue to receive longevity pay.

*3.0% of Grade 10, Step 7 rate after 4 years and completing the step process
*3.5% of Grade 10, Step 7 rate after 5 years and completing the step process
*4.0% of Grade 10, Step 7 rate after 6 years and completing the step process
4.5% of Grade 10, Step 7 rate after 7 years and completing the step process
5.0% of Grade 10, Step 7 rate after 8 years and completing the step process
5.5% of Grade 10, Step 7 rate after 9 years and completing the step process
6.0% of Grade 10, Step 7 rate after 10 years and completing the step process
6.5% of Grade 10, Step 7 rate after 11 years and completing the step process
7.0% of Grade 10, Step 7 rate after 12 years and completing the step process
7.5% of Grade 10, Step 7 rate after 13 years and completing the step process
8.0% of Grade 10, Step 7 rate after 14 years and completing the step process
8.5% of Grade 10, Step 7 rate after 15 years and completing the step process
9.0% of Grade 10, Step 7 rate after 16 years and completing the step process
9.5% of Grade 10, Step 7 rate after 17 years and completing the step process

Longevity Schedule effective July 1, 2024

*3.0% of Grade 10, Step 8 rate after 4 years and completing the step process
*3.5% of Grade 10, Step 8 rate after 5 years and completing the step process
*4.0% of Grade 10, Step 8 rate after 6 years and completing the step process
4.5% of Grade 10, Step 8 rate after 7 years and completing the step process
5.0% of Grade 10, Step 8 rate after 8 years and completing the step process
5.5% of Grade 10, Step 8 rate after 9 years and completing the step process
6.0% of Grade 10, Step 8 rate after 10 years and completing the step process
6.5% of Grade 10, Step 8 rate after 11 years and completing the step process
7.0% of Grade 10, Step 8 rate after 12 years and completing the step process
7.5% of Grade 10, Step 8 rate after 13 years and completing the step process
8.0% of Grade 10, Step 8 rate after 14 years and completing the step process
8.5% of Grade 10, Step 8 rate after 15 years and completing the step process
9.0% of Grade 10, Step 8 rate after 16 years and completing the step process
9.5% of Grade 10, Step 8 rate after 17 years and completing the step process

Longevity Schedule effective January 1, 2025

- 4.5% of Grade 10, Step 7 rate after 7 years and completing the step process
- 5.5% of Grade 10, Step 7 rate after 8 years and completing the step process
- 7.5% of Grade 10, Step 7 rate after 9 years and completing the step process
- 9.5% of Grade 10, Step 7 rate after 10 years and completing the step process

*Applies to employees receiving longevity pay prior to January 1, 2020.

Beginning January 1, 2025, longevity scheduled will be phased out. Beginning January 1, 2026, the longevity schedule will no longer be used. See Appendix A for 2025 and 2026 salary schedule.

28.2 Police officers can elect to receive either education incentive pay or longevity pay, but not both.

ARTICLE 29 SEVERANCE PAY

29.1 Severance pay shall be paid to full-time employees based on the following schedule:

- After 5 years of full-time service, 35% of the Employee's unused sick leave.
- After 10 years of full-time service, 45% of the Employee's unused sick leave.
- After 15 years of full-time service, 55% of the Employee's unused sick leave.

29.2 Only service with the City of Lakeville shall be counted toward 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 two (2) weeks written notice of termination.

ARTICLE 30 PROBATIONARY PERIOD

30.1 The probationary period for new employees shall be twelve (12) months. The probationary period for employees who are promoted, or rehired when they previously had served six or more months with the City in the same position rehired for, shall be six months.

30.2 At any time during the probationary period for new employees or rehired former employees, the employee may be dismissed at the sole discretion of the Employer if performance is unsatisfactory. During the six month probationary period for a promoted or reassigned employee, the Employer may assign the employee to his/her former position at the sole discretion of the Employer.

ARTICLE 31 COMPENSATORY TIME ACCUMULATION AND USE

31.1 Compensatory time may be accumulated for overtime worked at the rate of time and one-half (1 ½) not including holiday overtime.

- 31.2 The maximum number of compensatory time hours that may be accumulated shall be 80 hours.
- 31.3 All compensatory time hours over 40 hours will be paid in cash on the last pay period of the year at the hourly rate at which the compensatory time was earned. Compensatory time can be used only with the approval of the Chief of Police when the effective scheduling of personnel permits taking time off.
- 31.4 Compensatory time off shall be claimed on a form provided by the Employer and the request shall be made to the Chief a minimum of one week in advance, and approved by the Chief.
- 31.5 Preference will be given the employee who requests compensatory time off the furthest in advance. Seniority will be the determining factor when more than one employee in the same department requests the same date(s) off at the same time.

**ARTICLE 32 REIMBURSEMENT FOR DAMAGE TO PERSONAL WRIST WATCH,
PRESCRIPTION GLASSES OR CONTACT LENS WHILE ON DUTY**

- 32.1 Police officers 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.
- 32.2 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 32.1 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 33 LEAVE OF ABSENCE WITHOUT PAY AND JURY DUTY

- 33.1 Upon request of an employee, leave of absence without pay may be granted by the City Council, 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 a disability incurred while in the service of the City. No benefits shall accrue during a period of leave of absence without pay.
- 33.2 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 34 PREGNANCY RELATED DISABILITY LEAVE AND CHILD CARE LEAVE

- 34.1 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.

- 34.2 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 26. The employer 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.
- 34.3 An Employee who wishes to request a leave of absence for the purposes of child care may request an unpaid leave of absence in accordance with Article 33.

ARTICLE 35 TRAINING OFFICER/COMP PAY

- 35.1 The Employer shall credit an employee designated as a Training Officer for a new police officer for two hours (2) of compensatory time or two hours (2) at the employee's wage schedule base pay rate per each shift, at the employee's option, that a training officer has a new police officer assigned by the Chief of Police to the training officer and the two are on duty with each other.
- 35.2 The Employer shall credit an employee designated as a Training Officer for a new Community Service Officer for one hour of compensatory time or pay one hour at the employee's wage schedule base pay rate per each shift, at the employee's option. This training credit shall not exceed 10 hours per CSO trainee.
- 35.3 Compensatory time earned under this article is not earned at the rate set forth in Article 31.1 and shall be used as approved by the Chief of Police.

ARTICLE 36 TIME CARDS AND REPORTS

- 36.1 Employees shall report their hours worked on a bi-weekly time card report form provided by the Employer and signed by the employee. No employee shall make entries in another employee's time card unless written approval is received from the Chief of Police or his designee.

ARTICLE 37 WAIVER

- 37.1 Any and all prior Agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.
- 37.2 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 term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet

and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 38 FUNERAL LEAVE

38.1 All full-time employees will be granted, if requested, up to three days funeral leave for a death in the employee's immediate family.

38.2 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 39 LONG-TERM DISABILITY INSURANCE

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

ARTICLE 40 DRUG AND ALCOHOL TESTING POLICY

Drug and alcohol testing police language - see attached.

ARTICLE 41 LICENSE PAY

Effective January 1, 1999, the Employer shall contribute 100% of the cost of the license fee required by the Minnesota Peace Officer Standards and Training Board (POST).

ARTICLE 42 CARDIO EXAM REIMBURSEMENT

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.

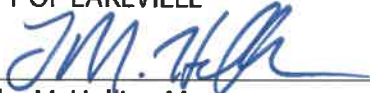
ARTICLE 43 INDEMNIFICATION

Should future amendment to Minn. Stat. 471.44 or 466.07 be amended during the term of the 2024- 2026 collective bargaining agreement in a manner that impact employee's terms and conditions of employment, the Union or Employer may elect to re-open the Labor Agreement to meet and negotiate issues relative to those amendments.

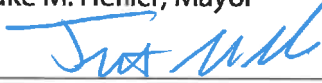
ARTICLE 43 DURATION

This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect until the thirty-first (31st) day of December, 2026 . In witness whereof, the parties hereto have executed this Agreement on this 18th day of December, 2023 .

CITY OF LAKEVILLE



Luke M. Hellier, Mayor



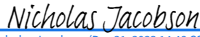
Justin J. Miller, City Administrator

LAW ENFORCEMENT LABOR SERVICES



Sean McKnight (Dec 21, 2023 09:02 CST)

Sean McKnight, Business Agent



Nicholas Jacobson (Dec 21, 2023 14:48 CST)

Lakeville Police Officer Representative



Todd Williams (Dec 21, 2023 15:04 CST)



Tom J. Davidson (Dec 21, 2023 15:40 CST)

APPENDIX A: 2024 Wage Scale

All employees hired January 1, 2020 or later shall be paid in accordance with Appendix A.

Employees currently at step 7 in 2023 and are meeting or exceeding performance expectations, will transition to step 8 on July 1, 2024. Employees currently in the step process would continue to follow the step progression as scheduled.

2024 ~ includes 3% COLA							
Grade 10							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$38.40	\$39.84	\$41.33	\$42.89	\$44.50	\$46.16	\$47.90	\$49.69
\$79,868.67	\$82,868.03	\$85,974.51	\$89,209.54	\$92,551.68	\$96,022.37	\$99,621.60	\$103,357.41

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.

Supplemental Pay

January 1, 2024	Additional 6% based on step 7
Assignment	Hourly Rate
Investigator	\$2.87
K-9	\$2.87
SRO	\$2.87
Street Crimes	\$2.87
July 1, 2024	Additional 6% based on step 8
Assignment	Hourly Rate
Investigator	\$2.98
K-9	\$2.98
SRO	\$2.98
Street Crimes	\$2.98

Police Investigator Position

Prior to 1/1/2020, Investigator positions were part of the same pay plan as Police Officers, and they received an additional 6%. In 2020, Grade 11 was added to the contract and reflected the additional 6%. Longevity was based on Grade 10, Step 7.

Beginning 1/1/2024, to simplify the pay plan, Investigators' base pay will be based on Grade 10, plus the additional 6%.

APPENDIX A cont.: 2024 WAGE SCALE

2024 Longevity Rate Chart

LONGEVITY ~ January 1, 2024			
Step 7			
Rate	Longevity rate	Svc Yr.	%
\$47.90	\$1.44	4	3%
\$47.90	\$1.68	5	3.5%
\$47.90	\$1.92	6	4%
\$47.90	\$2.16	7	4.5%
\$47.90	\$2.40	8	5%
\$47.90	\$2.63	9	5.5%
\$47.90	\$2.87	10	6%
\$47.90	\$3.11	11	6.5%
\$47.90	\$3.35	12	7%
\$47.90	\$3.59	13	7.5%
\$47.90	\$3.83	14	8%
\$47.90	\$4.07	15	8.5%
\$47.90	\$4.31	16	9%
\$47.90	\$4.55	17	9.5%

LONGEVITY ~ July 1, 2024			
Step 8			
Rate	Longevity rate	Svc Yr.	%
\$49.69	\$1.49	4	3%
\$49.69	\$1.74	5	3.5%
\$49.69	\$1.99	6	4%
\$49.69	\$2.24	7	4.5%
\$49.69	\$2.48	8	5%
\$49.69	\$2.73	9	5.5%
\$49.69	\$2.98	10	6%
\$49.69	\$3.23	11	6.5%
\$49.69	\$3.48	12	7%
\$49.69	\$3.73	13	7.5%
\$49.69	\$3.98	14	8%
\$49.69	\$4.22	15	8.5%
\$49.69	\$4.47	16	9%
\$49.69	\$4.72	17	9.5%

APPENDIX A: 2025 Wage Scale

2025 ~ includes 3% COLA							
Grade 10							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	\$41.04	\$42.57	\$44.18	\$45.83	\$47.55	\$49.33	\$51.18
	\$85,354.07	\$88,553.75	\$91,885.82	\$95,328.23	\$98,903.04	\$102,610.25	\$106,458.13

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.

Supplemental Pay

January 1, 2025	Additional 6% based on step 7
Assignment	Hourly Rate
Investigator	\$3.07
K-9	\$3.07
SRO	\$3.07
Street Crimes	\$3.07

2025 Longevity Rate Chart

LONGEVITY ~ January 1 2025			
Step 7 Rate	Longevity rate	Svc Yr.	%
\$ 51.18	\$ 2.05	6*	4.0%
\$ 51.18	\$ 2.30	7	4.5%
\$ 51.18	\$ 2.81	8	5.5%
\$ 51.18	\$ 3.84	9	7.5%
\$ 51.18	\$ 4.86	10	9.5%

1. Applies to employees receiving longevity pay prior to January 1, 2025.

APPENDIX A: 2026 WAGE SCALE

2026 ~ includes 2.5% COLA							
Grade 10							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	\$42.06	\$43.64	\$45.28	\$49.09	\$51.42	\$54.36	\$57.45
	\$87,487.92	\$90,767.59	\$94,182.97	\$102,108.45	\$106,951.27	\$113,063.67	\$119,485.95

Notes: Step 4 includes 4.5% longevity rate; Step 5 includes 5.5% longevity rate; Step 6 includes 7.5% rate; Step 7 includes 9.5 longevity rate.

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.

Supplemental Pay

January 1, 2026	Additional 6% based on step 7
Assignment	Hourly Rate
Investigator	\$3.45
K-9	\$3.45
SRO	\$3.45
Street Crimes	\$3.45

Cost of Living Adjustment

If the City provides any other bargaining units or non-union employees a cost-of-living adjustment (COLA) greater than that is provided in this agreement, then the City shall adjust the COLA contained in this agreement so that it is equal to the COLA increase granted to employees in the other bargaining units.

APPENDIX B: SALARY SCHEDULE

Employees hired prior to December 31, 2019 will be paid according to the rates and terms and conditions of Appendix B.

All employees hired January 1, 2020 or later shall be paid in accordance with Appendix A.

Wages effective January 1, 2024 (rates include 3%)	Start (A)	12 Mo (B)	24 Mo (C)	36 Mo (D)
	\$34.29	\$39.23	\$42.33	\$47.24

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.

Movement will occur on the anniversary date of his/her employment. Employees will be eligible to transition to Appendix A following twelve (12) months at the 36 Mo Step.

Employees will be eligible for longevity one year after their transition to Grade 10, Step 7.

Transition to Appendix A

Employees at the 36 Mo Step on January 1, 2020 will be eligible to transition to the Appendix A on July 1, 2020. The transition will not affect seniority. The transition to the pay plan will be tied to an annual performance evaluation completed 30 days before the transition. An evaluation that meets or exceeds an acceptable performance report would entitle the employee to progress to Grade 10, Step 7.

Employees hired prior to December 31, 2019 and currently within the step process of Appendix B.

	Year	Start (A)	12 Mo (B)	24 Mo (C)	36 Mo (D)
	2019	29.43	33.67	36.33	40.54
3% COLA	01/01/2020	30.31	34.68	37.42	41.76
3% COLA	01/01/2021	31.22	35.72	38.54	43.01
.5% COLA	12/13/2021	31.38	35.90	38.74	43.22
3 % COLA	01/01/2022	32.32	36.98	39.90	44.52
3 % COLA	01/01/2023	33.29	38.09	41.10	45.86

Name	Anniversary Date	Start (A)	12 Mo (B)	24 Mo (C)	36 Mo (D)	Appx. A Grade 10 Step 7	Longevity
LETSON, BRADY L	08/07/2017			01/01/2020	08/07/2020	08/07/2021	08/07/2022
PHILLIPS, JOSHUA T	10/16/2017			01/01/2020	10/16/2020	10/16/2021	10/16/2022
SAN AGUSTIN, TYLER C	04/24/2017			01/01/2020	04/24/2020	04/24/2021	04/24/2022
SPRINGER, HAYLEY J	04/24/2017			01/01/2020	04/24/2020	04/24/2021	04/24/2022
ANDER, JOSEPH W	12/03/2018		01/01/2020	12/03/2020	12/03/2021	12/03/2022	12/03/2023
CLIFTON, KEVIN L	07/02/2018		01/01/2020	07/02/2020	07/02/2021	07/02/2022	07/02/2023
FLYNN, JOSHUA A	07/01/2018		01/01/2020	07/01/2020	07/01/2021	07/01/2022	07/01/2023
NELSON, MITCHELL T	10/01/2018		01/01/2020	10/01/2020	10/01/2021	10/01/2022	10/01/2023
BARES, EMILY M	05/21/2018		01/01/2020	05/21/2020	05/21/2021	05/21/2022	05/21/2023
LINDBERG, ANDREW P	04/01/2019	01/01/2020	04/01/2020	04/01/2021	04/01/2022	04/01/2023	04/01/2024
STRANDBERG, SAMANATHA	11/04/2019	01/01/2020	11/04/2020	11/04/2021	11/04/2022	11/04/2023	11/04/2024

1. Step increases would be tied to an annual performance evaluation completed 30 days before their 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.

APPENDIX C: MEDICAL AND DENTAL INSURANCE RATES FOR 2024

The Park Nicollet ACO (HSA) has been identified as the lowest cost, high deductible plan for 2024.

A. Minnesota Healthcare Consortium (MHC) Health Insurance Plans				
Park Nicollet First ACO	MONTHLY PREMIUM COSTS			
	Employee	Employer	Total Premium	VEBA/HSA Funds
High Deductible/VEBA				
Employee	37.66	724.82	762.48	176.67
EE + Child(ren)	509.23	1,012.78	1,522.01	218.33
EE + Spouse	549.49	1,092.87	1,642.36	218.33
Family	671.17	1,334.89	2,006.06	238.33
High Deductible/H.S.A.				
Employee	0.00	724.82	724.82	176.67
EE + Child(ren)	434.05	1,012.78	1,446.83	218.33
EE + Spouse	468.34	1,092.87	1,561.24	218.33
Family	572.09	1,334.89	1,906.98	238.33

VantagePlus ACO	MONTHLY PREMIUM COSTS			
	Employee	Employer	Total Premium	VEBA/HSA Funds
High Deductible/VEBA				
Employee	54.99	724.82	779.81	176.67
EE + Child(ren)	543.83	1,012.78	1,556.61	218.33
EE + Spouse	586.81	1,092.87	1,679.68	218.33
Family	716.76	1,334.89	2,051.65	238.33
High Deductible/H.S.A.				
Employee	16.48	724.82	741.30	176.67
EE + Child(ren)	466.94	1,012.78	1,479.72	218.33
EE + Spouse	503.85	1,092.87	1,596.72	218.33
Family	615.43	1,334.89	1,950.32	238.33

Medica Elect	MONTHLY PREMIUM COSTS			
	Employee	Employer	Total Premium	VEBA/HSA Funds
High Deductible/VEBA				
Employee	80.98	724.82	805.80	176.67
EE + Child(ren)	595.73	1,012.78	1,608.51	218.33
EE + Spouse	642.82	1,092.87	1,735.69	218.33
Family	785.16	1,334.89	2,120.05	238.33
High Deductible/H.S.A.				
Employee	41.18	724.82	766.00	176.67
EE + Child(ren)	516.26	1,012.78	1,529.04	218.33
EE + Spouse	557.07	1,092.87	1,649.94	218.33
Family	680.45	1,334.89	2,015.34	238.33

APPENDIX C cont.:

<i>Medica Choice Passport</i>	MONTHLY PREMIUM COSTS			
	Employee	Employer	Total Premium	VEBA/HSA Funds
High Deductible/VEBA				
Employee	141.63	724.82	866.45	176.67
EE + Child(ren)	716.78	1,012.78	1,729.56	218.33
EE + Spouse	773.45	1,092.87	1,866.32	218.33
Family	944.73	1,334.89	2,279.62	238.33
High Deductible/H.S.A.				
Employee	98.84	724.82	823.66	176.67
EE + Child(ren)	631.35	1,012.78	1,644.13	218.33
EE + Spouse	681.27	1,092.87	1,774.14	218.33
Family	832.13	1,334.89	2,167.02	238.33

The 2024 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.

Employer 6-month contribution	January and July
Employee	\$1,060.00
Employee + child(ren)	\$1,310.00
Employee + spouse	\$1,310.00
Family	\$1,430.00

B. HealthPartners Dental Insurance			
	MONTHLY PREMIUM COSTS		
	Employee	Employer	Total Premium
Employee	0.00	55.69	55.69
EE + 1	44.83	55.69	100.52
Family	109.42	55.69	165.11

EXHIBIT A**UNIFORMS - POLICE OFFICER
Initial Issue**

<u>ITEM</u>	<u>BRAND & MODEL #</u>	<u>STYLE & COLOR</u>
3 Summer shirt	Flying Cross	S/S Navy
3 Winter shirt	Flying Cross	L/S Navy
3 Trouser	Horace Small	All season, Navy
1 Summer hat	Five Star	Short bill, Navy
1 Winter hat	Super Trooper	Cloth & pile, Navy
1 Summer hat band	Uniforms Unlimited	Silver
1 Rain cover	Uniforms Unlimited	
2 Breast badges	Blackington #B736R	Silver w/black panels
1 Hat badge	Blackington #B720R	Silver w/black panels
2 Name tags	Uniforms Unlimited	Silver w/black letters
1 Summer Shoes/Boots		Black
1 Winter Shoes/Boots		Black
1 Jacket	Blazer	
1 Service Belt		Black basket weave
1 Under Belt		Black basket weave
1 Holster		Black basket weave
1 Cuff Case	Safariland	Black basket weave
1 Mag Pouch	Safariland	Black basket weave
1 Ballistic Vest		
1 Key Holder		
1 Flashlight/Holder/ Traffic Cone		
1 Small Mace and Holder		
1 Asp and Holder		
1 Whistle and Chain		
2 Collar Brass (shirt and jacket)		
3 Ties		
1 Rain Coat		
1 Traffic Vest		
1 Pair of Gloves		
1 Large Utility Bag		
1 Robber Glove Case		
1 Metal Clip Board		
1 Ball Cap		
1 Coverall		
1 Hand Cuffs		
1 Duty Weapon		
1 Portable Radio		

Additional Authorized Purchases:

Additional Uniform Badges and flat ID badges

Citation and Report Form Holders
Earmuffs (shooting)
Shooting Safety Glasses
Winter Jacket (Minneapolis Leather - 4455, Navy Blue)
Any other supervisor approved items

EXHIBIT B

INVESTIGATOR UNIFORMS

A specific uniform code will not be established for officers permanently assigned to these units. These officers will, however, be expected to present a professional, neatly attired appearance at all times. The exception to this is when undercover or other details require the assumption of a manner of dress which is designed to protect the identity and safety of the officer. These officers are expected to maintain a compliment of regulation uniforms (per Exhibit A) so as to be available for street assignment as the need arises.

Officers assigned to these units may use their uniform allowance to purchase the following items: 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 purchase under Exhibit B will not have to be returned to the City in the event that an employee resigns.

DRUG AND ALCOHOL TESTING POLICY POLICE

- 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 to undergo drug or alcohol testing or a job applicant to undergo drug 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 an 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 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 from 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 or 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:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	1,000 ng/ml Amphetamine	500ng/mg GC-MS
Bartiburates	300 ng/ml Barbiturate	300ng/ml GC-MS
Benzodiazepine	300ng/ml Oxazepam	300ng/ml GC-MS
Cannabis	50ng/ml Delta-THC	15ng/ml GC-MS
Cocaine	300ng/ml Metabolite	150ng/ml GC-MS
Opiates	300ng/ml Morphine, Codeine 3	00ng/ml GC-MS

PCP	200ng/ml PCP	25ng/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 any EMPLOYEE who is 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 their 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. References of the incident shall be removed from the EMPLOYEE'S personnel file.

- XVIII. EMPLOYEES shall be subject to the disciplinary actions prescribed in Article 10 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 the EMPLOYEE consents 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 EMPLOYEE involved authorizes the release of this information.
- 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.

LETTER OF AGREEMENT
BETWEEN
LAW ENFORCEMENT LABOR SERVICES
AND
CITY OF LAKEVILLE

WHEREAS, the City of Lakeville and LELS are in agreement to the following:

Effective January 1, 2004, the City will implement the Minnesota State Retirement System Post-Retirement Health Care Savings Plan (PRHCSP), which allows employees to save money on a pre-tax basis to pay medical expenses and/or health insurance premiums after retirement from the City. Employees will be able to choose among several different investment options provided by the State Board of Investment. Assets in the program will accumulate tax-free. This plan is pursuant to Minnesota Statutes §352.98.

Salary Contributions: Employee salary contributions a function of years of service and corresponding percentage shall be deposited into the Employee's PRHCSP account.

- i. Employees at steps 1 – 3 shall contribute one-quarter (.25%) percent of the Employee's gross earnings per pay period.
- ii. Employees at steps 4 – 6 shall contribute one-half (.50%) percent of the Employee's gross earnings per pay period.
- iii. Employees at step 7 shall contribute one (1%) percent of the Employee's gross earnings per pay period.

Eligibility is determined based on PERA definitions for retirement. The mandatory employee contribution into the PRHCSP will be 100% of eligible separation pay.

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.

For LELS:


Sean McKnight (Dec 21, 2023 09:02 CST)

Sean McKnight, Business Agent

Dec 21, 2023

Date

For the City of Lakeville:


Justin J. Miller, City Administrator
12/19/23

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LAKEVILLE
AND
LAW ENFORCEMENT LABOR SERVICES**

WHEREAS the City of Lakeville (hereinafter the City) and Law Enforcement Labor Services, Local No. 128 (hereinafter the Union) are parties to a 2024 – 2026 collective bargaining agreement covering the City's Police Officers; and

WHEREAS, the officers currently have the ability to bank compensatory time for voluntary, contracted overtime; and

WHEREAS, contracted overtime is defined as those opportunities where the group requesting the overtime receives an invoice for service and those costs are reimbursed to the city; and

WHEREAS, the parties have come to a mutual agreement to continue the opportunity of accruing compensatory time for contracted overtime with one exception.

NOW THEREFORE, the City and the Union agree as follows for the term of this Agreement:

1. Contracted overtime for Hosannah! will not be eligible for compensatory time except for those hours worked on Christmas Eve, Christmas Day, and Easter. In these three situations, compensatory may be accrued. All other hours worked for Hosannah! will be paid as cash.
2. Contracted overtime for all other contracted overtime may be accrued as compensatory time.
3. This Agreement will remain in place for the duration of the 2024 – 2026 collective bargaining agreement on a trial basis.
4. This Memorandum of Agreement will not operate as a waiver of City or Union rights, as precedent regarding a past practice, or contract interpretation.

CITY OF LAKEVILLE



City Administrator

LAW ENFORCEMENT LABOR SERVICES LOCAL NO. 128


Sean McKnight (Dec 21, 2023 09:02 CST)

Business Agent

LELS_Police_Officers_Labor Agreement_2024-2026_Final

Final Audit Report

2023-12-21

Created:	2023-12-21
By:	Tammy Schutta (tschutta@lakevillemn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-VVukujiLgw2L_r71fotCmY7QCdrJYY2

"LELS_Police_Officers_Labor Agreement_2024-2026_Final" History

-  Document created by Tammy Schutta (tschutta@lakevillemn.gov)
2023-12-21 - 2:46:58 PM GMT- IP address: 156.142.21.69
-  Document emailed to smcknight@lels.org for signature
2023-12-21 - 2:49:23 PM GMT
-  Email viewed by smcknight@lels.org
2023-12-21 - 3:01:11 PM GMT- IP address: 104.47.55.126
-  Signer smcknight@lels.org entered name at signing as Sean McKnight
2023-12-21 - 3:02:04 PM GMT- IP address: 96.87.138.92
-  Document e-signed by Sean McKnight (smcknight@lels.org)
Signature Date: 2023-12-21 - 3:02:06 PM GMT - Time Source: server- IP address: 96.87.138.92
-  Document emailed to njacobson@lakevillemn.gov for signature
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-  Email viewed by njacobson@lakevillemn.gov
2023-12-21 - 8:46:23 PM GMT- IP address: 156.142.20.182
-  Signer njacobson@lakevillemn.gov entered name at signing as Nicholas Jacobson
2023-12-21 - 8:48:29 PM GMT- IP address: 156.142.20.182
-  Document e-signed by Nicholas Jacobson (njacobson@lakevillemn.gov)
Signature Date: 2023-12-21 - 8:48:31 PM GMT - Time Source: server- IP address: 156.142.20.182
-  Document emailed to twilliams@lakevillemn.gov for signature
2023-12-21 - 8:48:33 PM GMT

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2023-12-21 - 8:56:49 PM GMT- IP address: 156.142.20.177

 Signer twilliams@lakevillemn.gov entered name at signing as Todd Williams

2023-12-21 - 9:04:41 PM GMT- IP address: 156.142.20.177

 Document e-signed by Todd Williams (twilliams@lakevillemn.gov)

Signature Date: 2023-12-21 - 9:04:43 PM GMT - Time Source: server- IP address: 156.142.20.177

 Document emailed to tdanielson@lakevillemn.gov for signature

2023-12-21 - 9:04:45 PM GMT

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2023-12-21 - 9:38:58 PM GMT- IP address: 129.222.4.195

 Signer tdanielson@lakevillemn.gov entered name at signing as Tom J Danielson

2023-12-21 - 9:40:10 PM GMT- IP address: 129.222.4.195

 Document e-signed by Tom J Danielson (tdanielson@lakevillemn.gov)

Signature Date: 2023-12-21 - 9:40:12 PM GMT - Time Source: server- IP address: 129.222.4.195

 Agreement completed.

2023-12-21 - 9:40:12 PM GMT



Date: 12/1/2025

Preserve of Lakeville Fourth Addition Contract Amendment

Proposed Action

Staff recommends adoption of the following motion: Move to approve the First Amendment to Development Contract Preserve of Lakeville Fourth Addition

Overview

The owners and developers of Preserve of Lakeville Fourth Addition development have requested an amendment to the Development Contract. The plat and Development Contract were approved by City Council on July 7, 2025. This amendment extends the Time of Performance from November 30, 2025, to November 30, 2026 and amends the fees associated with the overdepth sanitary sewer line.

Supporting Information

1. Resolution
2. First Amendment to Development Contract

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

RESOLUTION NO. 25-__

**RESOLUTION APPROVING A FIRST AMENDMENT TO
THE PRESERVE OF LAKEVILLE FOURTH ADDITION DEVELOPMENT
CONTRACT**

WHEREAS, the City Council approved a final plat and Development Contract for the Preserve of Lakeville Fourth Addition development on July 7, 2025 by City of Lakeville Resolution No. 25-096;

WHEREAS, PROGRESSIVE, LLC (“Developer”) has requested some minor revisions to the Preserve of Lakeville Fourth Addition Development Contract and staff recommends approval of certain revisions requested by Developer as provided in the First Amendment to Development Contract attached hereto (“First Amendment”).

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

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

ADOPTED by the Lakeville City Council this 1st day of December , 2025.

Luke M. Hellier

Ann Orlofsky, City Clerk

(reserved for recording information)

**FIRST AMENDMENT
TO
DEVELOPMENT CONTRACT**
(Developer Installed Improvements)

PRESERVE OF LAKEVILLE FOURTH ADDITION

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **PROGRESSIVE LLC**, a Minnesota limited liability company (the "Developer").

RECITALS

A. The City and Developer previously entered into a Development Contract dated July 7, 2025, and recorded in the Office of the County Recorder, Dakota County, Minnesota on July 23, 2025 as Document No. **3684480** for the property to be platted as Preserve of Lakeville Fourth Addition, Dakota County, Minnesota ("Development Contract").

B. City and Developer desire to modify the terms of the Development Contract to address a credit for a change in construction plans for an overdepth sanitary sewer line and an extension of the time of performance.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. EFFECT OF DEVELOPMENT CONTRACT. The Development Contract shall remain in full force and effect except as specifically amended herein.

2. AMENDMENT TO PARAGRAPH 12. Paragraph 12 is amended in its entirety to read as follows:

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2026, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

3. AMENDMENT TO PARAGRAPH 20. Paragraph 20 is amended to add the following:

Progressive, LLC has revised their development construction plan of Preserve of Lakeville Fourth Addition to construct an overdepth sanitary sewer line for future development. The development is eligible for a credit to the cash requirements for the actual construction cost of the sanitary sewer in the amount of \$6,475.00. The developer has subsequently provided city staff with the actual construction costs of the sanitary sewer extension.

4. AMENDMENT TO PARAGRAPH 34. Paragraph 34 is amended in its entirety to read as follow

34. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished to the City prior to the City Council signing the final plat:

A. Park Dedication	\$151,632.00
B. Sanitary Sewer Availability Charge	8,502.00
C. Storm Sewer Charge	155,296.63
D. MS4 Administration Fee	7,127.48
E. Traffic Control Signs	3,450.00

F. Street Light Operating Fee	1,502.48
G. Environmental Resources Expenses	1,599.52
H. City Base Map Updating	2,610.00
I. City Engineering Administration (3% for letters of credit)	68,618.67
J. 185 th Street West (CSAH 60) Improvements	<u>14,775.51</u>
TOTAL CASH REQUIREMENTS	\$414,664.29

CREDITS TO CASH REQUIREMENTS

Sanitary Sewer Oversizing and Overdepth Credit	<u>\$ 6,475.00</u>
SUBTOTAL – CREDITS TO CASH REQUIREMENTS	<u>\$ 6,475.00</u>
TOTAL CASH REQUIREMENTS	<u>\$ 408,189.29</u>

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on or as of the date first above written.

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

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

DEVELOPER:
PROGRESSIVE LLC

BY: _____

Its

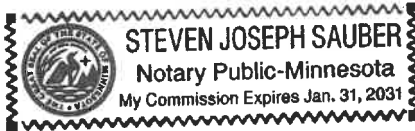
Vice-president

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 25th day of November, 2025, by Joseph H. Miller the Vice-President of **PROGRESSIVE LLC**, a Minnesota limited liability company, on behalf of said entity.

Steve Sauber

NOTARY PUBLIC



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

**MORTGAGE HOLDER CONSENT
TO
DEVELOPMENT CONTRACT**

21ST CENTURY BANK, a Minnesota banking corporation, which holds a Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement, dated June 2, 2025, filed June 3, 2025, with the Office of the County Recorder, Dakota County, Minnesota, as Document No. **A3678113** between Progressive LLC, a Minnesota limited liability company, and 21st Century Bank, a Minnesota banking corporation, in the original principal amount of \$3,650,000.00 the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this 25 day of November, 2025.

21ST CENTURY BANK

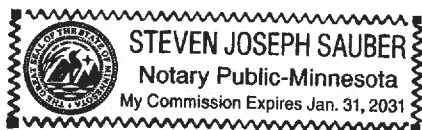
By: _____

Philip R. Hocking [print name]
Its Senior Vice President [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 25 day of November, 2025, by Philip R. Hocking, the Senior Vice President of **21st Century Bank**, a Minnesota corporation, on behalf of said entity.

Steve Sauber
NOTARY PUBLIC



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



Date: 12/1/2025

Easement Acquisition Agreement for 185th Street Improvements

Proposed Action

Staff recommends adoption of the following motion: Move to approve easement acquisition agreement for 185th Street Improvements between Kenwood Trail and Ipava Avenue, City Project 25-04.

Overview

The City and Dakota County partnered to complete improvements to County State Aid Highway (CSAH) 60 (185th Street) from CSAH 50 (Kenwood Trail) to Ipava Avenue. City Project 25-04 is programmed in the City and County adopted five-year Capital Improvement Plans to improve intersection operations, make safety improvements, and provide for increasing traffic levels. The project included widening to a four-lane divided urban roadway with pedestrian/bicyclist facilities along both sides, intersection modifications and public utility infrastructure improvements.

Construction of the project required acquisition of additional permanent right-of-way, trail and drainage and utility easements, and temporary construction easements to accommodate the street, trail and drainage improvements. The City's consultant engineer contracted a consultant and an independent appraiser to appraise the value of the easements. The appraisals were reviewed and approved by City staff and the City Attorney. The City and property owner of Parcel 9 reached agreement on terms and conditions of the required easements through direct negotiation. Compensation and the conveyance of easements are subject to City Council approval, verification of marketable title and lender consent (if applicable).

The City and County will share easement acquisition costs as established in the project's Joint Powers Agreement. The City is the lead agency. Therefore, the total cost is reflected in this memo. The City's estimated net cost for these easement acquisitions is \$103,500.

Supporting Information

1. Parcel Sketch

Financial Impact: \$230,000 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Zach Johnson, City Engineer
--

PARCEL 9



RIGHT OF WAY EASEMENT = 18108 SQ FT



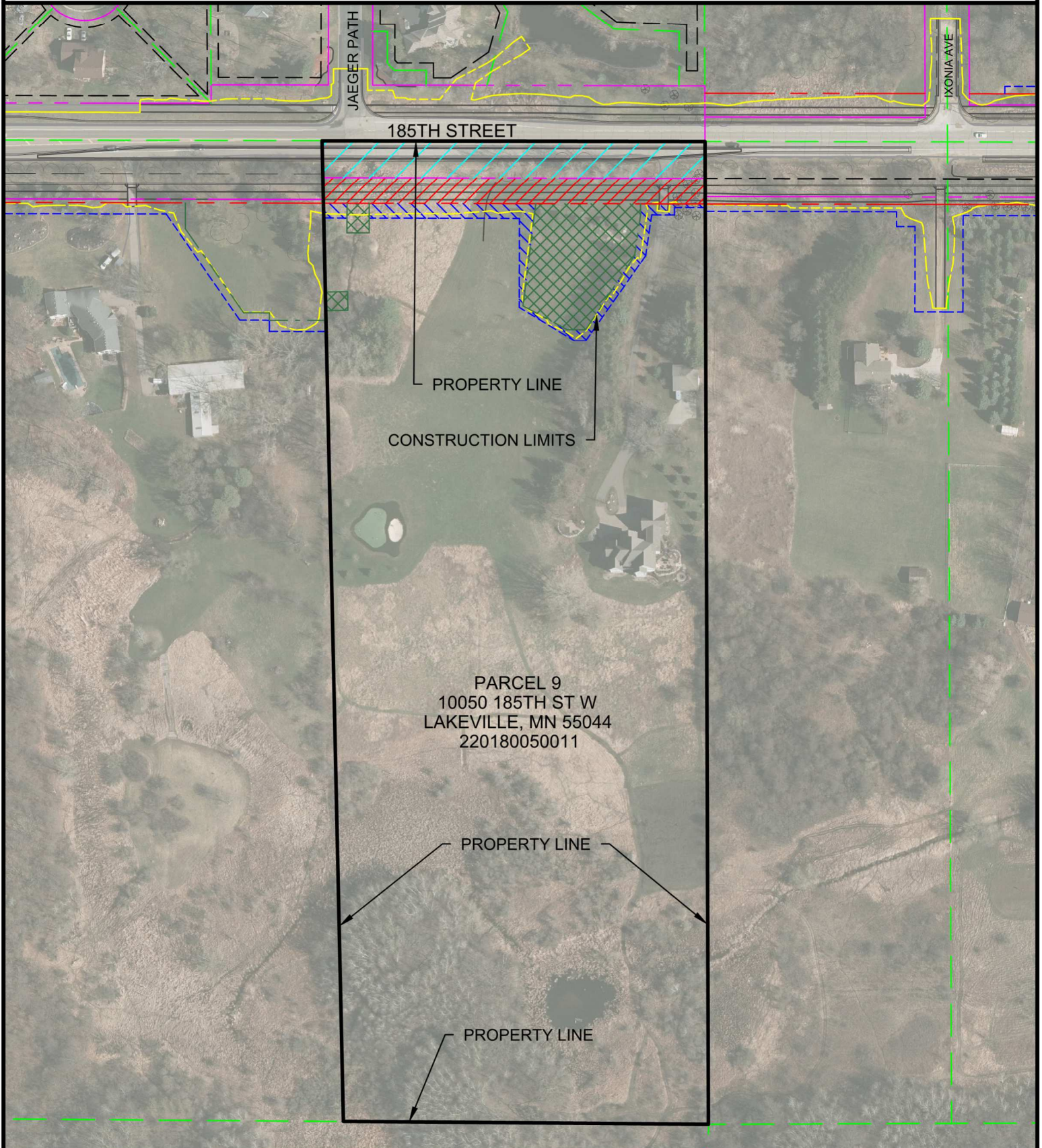
TEMPORARY EASEMENT = 10430 SQ FT



DRAINAGE AND
UTILITY EASEMENT = 22525 SQ FT



RIGHT OF WAY EASEMENT (CURRENTLY ENCUMBERED
BY STATUTORY DEDICATION) = 25998 SQ FT



0 87.5 175
SCALE IN FEET

PARCEL 9
CRAIG & CARRIE PRATT
10050 185TH ST W
LAKEVILLE, MN 55044
220180050011

PARCEL SKETCH
12/7/2023

SHEET 01 OF 02

PARCEL 9



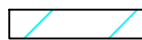
RIGHT OF WAY EASEMENT = 18108 SQ FT



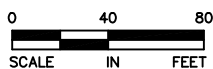
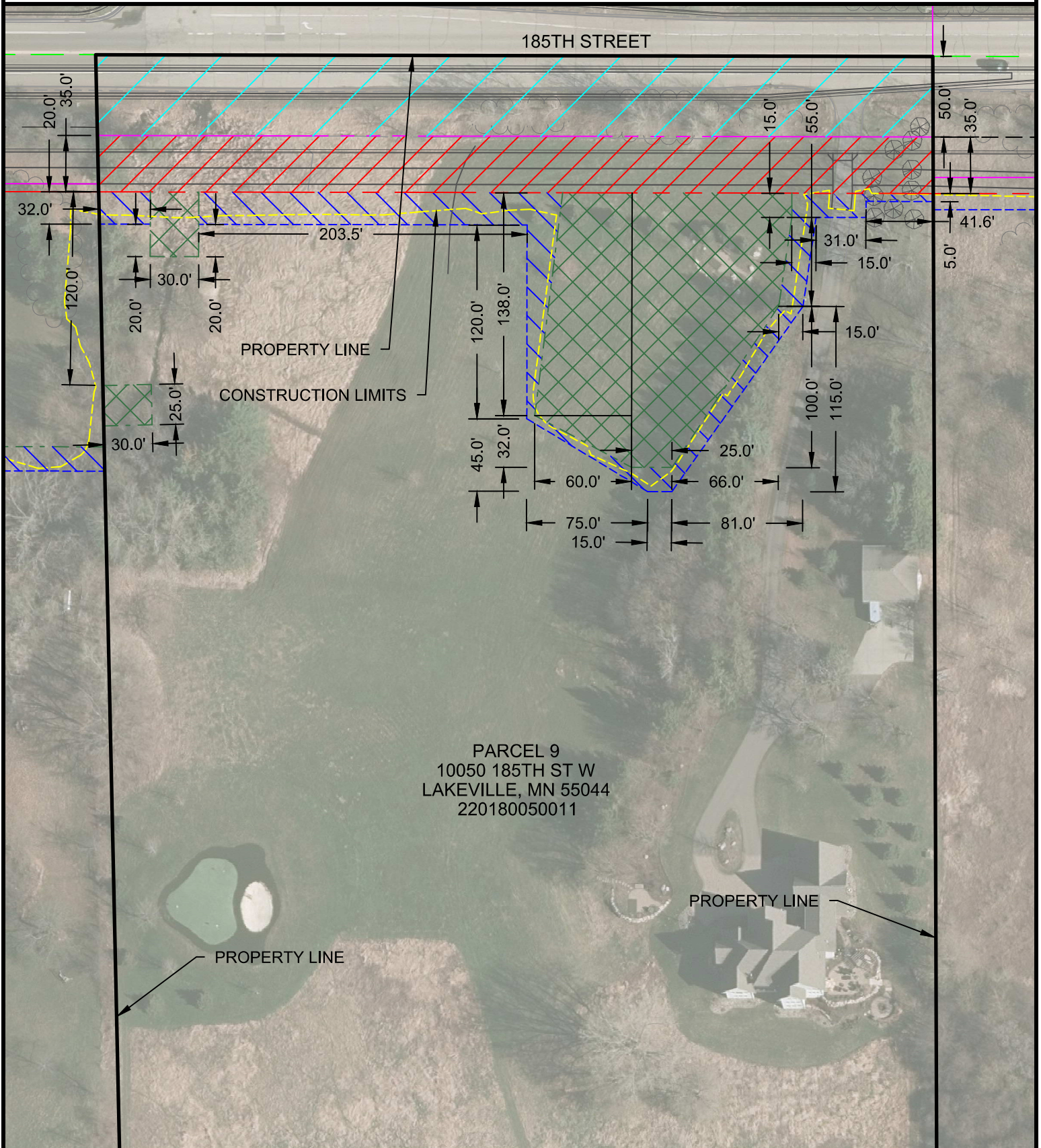
TEMPORARY EASEMENT = 10430 SQ FT



DRAINAGE AND
UTILITY EASEMENT = 22525 SQ FT



RIGHT OF WAY EASEMENT (CURRENTLY ENCUMBERED
BY STATUTORY DEDICATION) = 25998 SQ FT



PARCEL 9
CRAIG & CARRIE PRATT
10050 185TH ST W
LAKEVILLE, MN 55044
220180050011

PARCEL SKETCH
12/7/2023

SHEET 02 OF 02



Date: 12/1/2025

Accepting Donation of Real Property

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution accepting the donation of real property.

Overview

On April 7, 2014, the City Council approved the final plat of Kyla Crossing. The final plat included 40 single-family lots and five outlots. Four of the outlots were deeded to the City at the time of final plat because they contained wetlands and stormwater ponding, while the fifth outlot (Outlot E) was retained by the Developer.

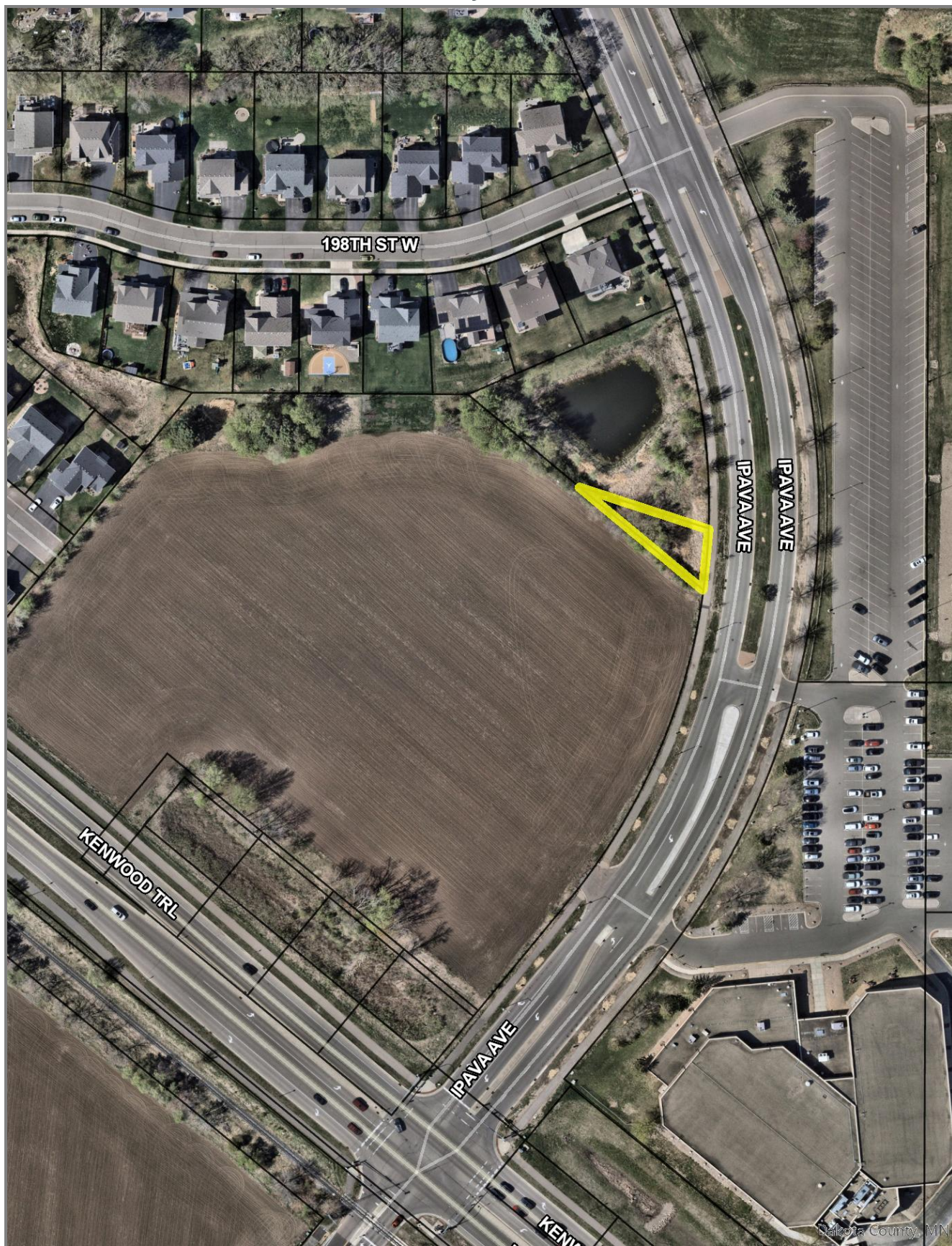
Earlier this year, a representative of CNC Development, LLC contacted Community Development staff and expressed a desire to donate Outlot E, Kyla Crossing to the City. The parcel is 0.11 acres and is abutting city-owned stormwater ponds.

Supporting Information

1. Location Map
2. Resolution Approving Donation

Financial Impact: NA Budgeted: No Source: Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Heather Botten, Senior Planner
--

Outlot E, Kyla Crossing



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

Map Scale

1 inch = 150 feet

11/25/2025

**CITY OF LAKEVILLE
RESOLUTION NO. _____**

**RESOLUTION ACCEPTION DONATION OF
REAL PROPERTY**

WHEREAS, CNC Development, LLC (“Owner”) is the fee owner of certain real property located within the City of Lakeville (“City”), legally described as Outlot E, Kyla Crossing, Dakota County, Minnesota, according to the recorded plat thereof (“Property”); and

WHEREAS, Owner desires to donate the Property to the City; and

WHEREAS, the City is generally empowered to accept donations of real and personal property pursuant to Minnesota Statutes, Section 465.03 *et. seq.* for the benefit of its citizens; and

WHEREAS, the City desires to accept the donation of the Property for the benefit of the citizens of the City for the purposes of managing natural resources; and

WHEREAS, Minnesota Statutes, Section 465.03 requires that all gifts and donations of real property or personal property be accepted by a resolution of the City Council adopted by a two-thirds majority of its members.

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

1. The City Council hereby accepts the donation of the Property by Owner(s), provided that the Owner executes a Warranty Deed transferring its ownership interest in the Property to the City, has paid all real estate taxes for the year in which the Warranty Deed is recorded and executes all documents necessary for recording the Warranty Deed.
2. The City will record the Warranty deed provided by Owner(s) at the sole expense of the City. The Mayor and City Clerk are authorized to execute any documents and to take all appropriate measures necessary to effectuate the transfer of ownership of the Property. The City Clerk is specifically designated as the person who can sign IRS Form 8283.

ADOPTED and by the Lakeville City Council this _____ day of _____, 20__.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 12/1/2025

Kyla Crossing Second Addition Preliminary Plat, Comprehensive Plan and Zoning Map Amendments

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the Kyla Crossing Second Addition preliminary plat, 2) a resolution approving Comprehensive Plan Amendment, and 3) an ordinance approving a Zoning Map amendment and adopt the findings of fact dated December 1, 2025.

Overview

Topaz, LLC has submitted applications and plans for Kyla Crossing Second Addition, which consists of 18 single family home lots on 7.64 acres of land located north of Kenwood Trail (CSAH 50) and west of Ipava Avenue. The property is currently guided Medium/High Density Residential in the 2040 Comprehensive Land Use Plan and is proposed to be changed to Low Density Residential, as the proposed development will have a density of 3.0 units per acre. The Zoning Map is proposed to be amended from RM-2, Medium Density Residential District to RST-2, Single and Two-Family Residential District, to be consistent with the proposed land use designation of the site.

The Planning Commission held a public hearing at their November 20, 2025 meeting to consider the preliminary plat, Comprehensive Plan and Zoning Map amendments. There was one public comment at the public hearing. A revised landscape plan was submitted on November 20 to satisfy Stipulation number 8 of the November 10 Planning report. The Planning Commission unanimously recommended approval of the preliminary plat, Comprehensive Plan Amendment, and Zoning Map amendment. The plans have been reviewed by Engineering, Environmental Resources, and Parks staff.

Supporting Information

1. Preliminary Plat resolution
2. Comprehensive Plan Amendment Resolution and Findings of Fact
3. Rezoning Ordinance and Findings of Fact
4. Revised Landscape Plan
5. November 20, 2025 Planning Commission draft minutes
6. Planning and Engineering reports
7. Exhibits

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY PLAT OF KYLA CROSSING
SECOND ADDITION**

WHEREAS, Topaz, LLC has requested approval of the preliminary plat of 18 single family lots to be known as **KYLA CROSSING SECOND ADDITION**, legally described as:

Outlot A, Warweg Addition

WHEREAS, the Planning Commission held a public hearing at their November 20, 2025 meeting, preceded by notice as required by the Subdivision Ordinance; and

WHEREAS, the Planning Commission unanimously recommended approval of the preliminary plat; and

WHEREAS, the preliminary plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

KYLA CROSSING SECOND ADDITION preliminary plat is approved subject to the following conditions:

1. Implementation of the recommendations listed in the November 10, 2025 engineering report.
2. The Comprehensive Plan Amendment is subject to review and approval by Metropolitan Council.
3. Park dedication shall be satisfied with a cash contribution paid with the final plat.
4. The Developer shall construct five-foot-wide concrete sidewalks as shown on the preliminary plat plans.
5. Outlots A, B, and C shall be deeded to the City with the final plat.
6. Driveway access from Lot 9, Block 1 and Lot 9, Block 2 to Ipava Avenue is prohibited.
7. All new local utilities shall be placed underground.

ADOPTED by the Lakeville City Council this 1st day of December 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

Drafted By:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

RESOLUTION 2025-____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

KYLA CROSSING SECOND ADDITION
2040 COMPREHENSIVE PLAN AMENDMENT

WHEREAS, on December 1, 2025, the Lakeville City Council met at its regularly scheduled meeting to consider the application of Topaz, LLC for an amendment of the 2040 Land Use Plan map of the 2040 Lakeville Comprehensive Plan in conjunction with a proposed residential development on approximately 7.64 acres located north of Kenwood Trail (CSAH 50) and west of Ipava Avenue; and,

WHEREAS, the property is guided for Medium/High Density Residential land use by the 2040 Comprehensive Plan; the applicant has applied for an amendment to the 2040 Land Use Plan to change the guided land use to Low Density Residential; and,

WHEREAS, the proposed Comprehensive Plan amendment may be processed as an administrative amendment, which does not require notification of adjacent and affected jurisdictions; and,

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

- 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 property is located in Planning District No. 4 of the 2040 Comprehensive Land Use Plan. The proposed comprehensive plan amendment will meet policies outlined in Planning District No. 4. Furthermore, Envision Lakeville establishes a set of community values that guide development and implementation of the 2040 Comprehensive Plan, including providing housing options for people of all ages and stages of life.

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

Finding: The proposed single family, low density residential use is compatible with the single-family residential character of the abutting neighborhood.

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

Finding: The proposed low density residential land use and site improvements illustrated on the civil plans are consistent with the zoning and subdivision ordinances.

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

Finding: The subject site is within the MUSA and will be served by existing sanitary sewer and water services. The proposed 18-lot, single family development is not considered premature and will not overburden the City's service capacity.

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

Finding: The subject site is accessed by Ipava Avenue and Iris Way, which can serve the proposed development. The streets accessing the property have adequate capacity to accommodate traffic generated by the proposed use.

WHEREAS, the legal description of the property is Outlot A, Warweg Addition.

WHEREAS, The Planning Commission conducted a public hearing on the application at its November 20, 2025 meeting, preceded by published and mailed notice, where the applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak, closed the public hearing, and voted to recommend the City Council approve the request.

NOW THEREFORE BE IT RESOLVED THAT the City Council approves the application of Topaz, LLC to amend the 2040 Comprehensive Plan subject to the approval of the Metropolitan Council.

ADOPTED by the Lakeville City Council this 1st day of **December 2025**.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST: _____
Ann Orlofsky, City Clerk

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

TOPAZ, LLC
2040 COMPREHENSIVE PLAN AMENDMENT

FINDINGS OF FACT AND DECISION

On November 20, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Topaz, LLC to consider an amendment to the 2040 Land Use Plan map of the 2040 Comprehensive Plan to reguide property from Medium/High Density Residential to Low Density Residential. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is guided for Medium/High Density land uses in the 2040 Comprehensive Land Use Plan. Topaz, LLC has applied for an amendment to the 2040 Comprehensive Land Use Plan to change the guided land use to Low Density Residential.
2. The legal description of the property is:

Outlot A, Warweg Addition

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

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

Finding: The property is located in Planning District No. 4 of the 2040 Comprehensive Land Use Plan. The proposed comprehensive plan amendment will meet policies outlined in Planning District No. 4. Furthermore, Envision Lakeville establishes a set of community values that guide development and implementation of the 2040 Comprehensive Plan, including providing housing options for people of all ages and stages of life.

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

Finding: The proposed single family, low density residential use is compatible with the single-family residential character of the abutting neighborhood.

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

Finding: The proposed low density residential land use and site improvements illustrated on the civil plans are consistent with the zoning and subdivision ordinances.

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

Finding: The subject site is within the MUSA and will be served by existing sanitary sewer and water services. The proposed 18-lot, single family development is not considered premature and will not overburden the City's service capacity.

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

Finding: The subject site is accessed by Ipava Avenue and Iris Way, which can serve the proposed development. The streets accessing the property have adequate capacity to accommodate traffic generated by the proposed use.

5. The planning report dated November 10, 2025 prepared by Kris Jenson, Planning Manager is incorporated herein.

DECISION

The City Council hereby approves the Comprehensive Plan amendment subject to the approval of the Metropolitan Council.

DATED: December 1, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE LAKEVILLE ZONING MAP RELATED TO
KYLA CROSSING SECOND ADDITION

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. The current legal description of the property is:

Outlet A, Warweg Addition

Section 2. The property described above, to be platted as Kyla Crossing Second Addition, is hereby rezoned from RM-2, Medium Density Residential District to RST-2, Single- and Two-Family Residential District.

Section 3. The Zoning Map of the City of Lakeville shall not be republished to show the aforesaid rezoning, but the City Clerk shall appropriately mark the Zoning Map on file in the City Clerk's office for the purpose of indicating the rezoning hereinabove provided for in this Ordinance, and all of the notations, references and other information shown thereon are hereby incorporated by reference and made part of this Ordinance.

Section 4. This Ordinance shall be effective upon its passage, publication, and the City Council approval of the final plat of the parcels indicated above.

ADOPTED by the Lakeville City Council this 1st day of **December 2025**.

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

ATTEST: _____

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

TOPAZ, LLC
ZONING MAP AMENDMENT

FINDINGS OF FACT AND DECISION

On November 20, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Topaz, LLC for an amendment to the Zoning Map to rezone property from RM-2, Medium Density Residential District to RST-2, Single and Two Family Residential District. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is guided for Medium/High Density Residential land use by the 2040 Comprehensive Plan. Topaz, LLC has applied for an amendment to the 2040 Land Use Plan to change the guided land use to Low Density Residential.
2. The subject property is zoned RM-2, Medium Density Residential District. Topaz, LLC has applied for an amendment to the Zoning Map to change the zoning of the property to RST-2, Single and Two Family Residential District.
3. The legal description of the property is:

Outlot A, Warweg Addition

4. Section 11-3-3.E of the City of Lakeville Zoning Ordinance provides that the Planning Commission shall consider possible effects of the proposed amendment. Its judgment shall be based upon, but not limited to, the following factors:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The property is located in Planning District No. 4 of the 2040 Comprehensive Land Use Plan. The proposed Zoning Map amendment will meet policies outlined in Planning District No. 4. Furthermore, Envision Lakeville establishes a set of community values that guide development and implementation of the 2040 Comprehensive Plan, including providing housing options for people of all ages and stages of life.

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

Finding: The subject site is at the northwest corner of Ipava Avenue and Kenwood Trail, adjacent to a single-family neighborhood. The proposed single-family development is consistent with the present and future land uses in the area.

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

Finding: The proposed single-family development complies with the requirements of the Zoning Ordinance, Subdivision Ordinance, and City Code.

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

Finding: The subject site is within the MUSA and will be served with existing public services. The proposed use 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 subject site is accessed by Ipava Avenue and Iris Way, which can serve the proposed development. The streets accessing the property have adequate capacity to accommodate traffic generated by the proposed development.

5. The planning report dated November 10, 2025 prepared by Kris Jenson, Planning Manager, is incorporated herein.

DECISION

The City Council hereby approves the Zoning Map amendment, subject to Metropolitan Council approval of the Comprehensive Plan Amendment.

DATED: December 1, 2025

CITY OF LAKEVILLE

BY: _____

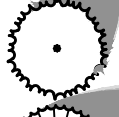
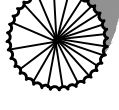
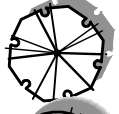
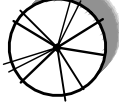
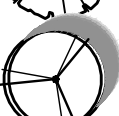
Luke M. Hellier, Mayor

BY: _____

Ann Orlofsky, City Clerk



BOTANICAL GENUS:	QUANTITY	% OF TOTAL	CLASSIFICATION
Acer sp.	6	7%	Deciduous Tree
Betula sp.	3	4%	Deciduous Tree
Celtis sp.	2	2%	Deciduous Tree
Gleditsia sp.	2	2%	Deciduous Tree
Tilia sp.	2	2%	Deciduous Tree
Ulmus sp.	3	4%	Deciduous Tree
Abies sp.	16	19%	Coniferous Tree
Picea sp.	16	19%	Coniferous Tree
Pinus sp.	16	19%	Coniferous Tree
Maackia sp.	6	7%	Ornamental Tree
Malus sp.	6	7%	Ornamental Tree
Syringa sp.	6	7%	Ornamental Tree
TOTAL TREES:	84		

<u>SYMBOL</u>	<u>CODE</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>QTY</u>
<u>EVERGREEN TREES</u>						
	AB	Abies balsamea	Balsam Fir	8' Hgt.	B&B	16
	PA3	Picea abies	Norway Spruce	8' Hgt.	B&B	9
	PD	Picea glauca `Densata`	Black Hills Spruce	8' Hgt.	B&B	7
	PS2	Pinus strobus	White Pine	8' Hgt.	B&B	16
<u>ORNAMENTAL TREES</u>						
	MA	Maackia amurensis	Amur Maackia	2" Cal.	B&B	6
	MS	Malus x `Spring Snow`	Spring Snow Crab Apple	2" Cal.	B&B	6
	SI	Syringa reticulata `Ivory Silk`	Ivory Silk Japanese Tree Lilac	2" Cal.	B&B	6
<u>OVERSTORY TREES</u>						
	AR	Acer rubrum	Red Maple	2.5" Cal.	B&B	2
	AS	Acer x freemanii `Sienna`	Sienna Glen Maple	2.5" Cal.	B&B	2
	AA	Acer x freemanii `Jeffersred`	Autumn Blaze® Freeman Maple	2.5" Cal.	B&B	2
	BR	Betula nigra	River Birch (Single Stem)	2.5" Cal.	B&B	3
	CO	Celtis occidentalis	Common Hackberry	2.5" Cal.	B&B	2
	GD	Gleditsia triacanthos inermis `Draves` TM	Street Keeper Honey Locust	2.5" Cal.	B&B	2
	TL	Tilia americana	American Linden	2.5" Cal.	B&B	2
	UA	Ulmus x `Accolade`	Accolade Elm	2.5" Cal.	B&B	3

- Tree saucer for individual trees outside of a plant bed to be four inches (4") depth natural single-shred hardwood mulch for trees outside of a plant bed. Install per tree planting detail. Do not place mulch against tree trunk. Remove wire and burlap from top third of root ball before final soil back-fill and mulch.
2. Refer to civil plans for spot elevations, drainage, site dimensions, survey, tree removal, proposed utilities & erosion control.
3. All plant material shall comply with the latest edition of the American Standard for Nursery Stock, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified.
4. Plan takes precedence over plant schedule if discrepancies in quantities exist.
5. All proposed plants shall be located and staked as shown.
6. Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.
7. The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours. Install plants and sod between April 15 and June 15 or between September 15 and October 30.
9. The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
10. If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission. Plant bed drainage concerns during plant installation shall be brought to the attention of the Owner and General Contractor immediately.
11. Contractor shall establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.
12. Contractor is responsible for ongoing maintenance of all newly installed material until time of owner acceptance. Any acts of vandalism or damage which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.
13. The contractor shall guarantee newly planted material through ONE calendar year from the date of written owner acceptance. Plants that exhibit more than 50% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and deer/rodent protection measures for the plantings during the warranty period. Prune dead wood at 11 month warranty review period - use wound paint on trees.
14. This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.
15. The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.
16. Plant size & species substitutions must be approved in writing prior to acceptance in the field.
17. Irrigation: A new irrigation system is required for the new landscape improvements shown. Irrigation contractor to provide a cost for a new commercial-grade irrigation system, including sleeving under pavement to parking islands. Verify water service pressure and check local codes regarding building connection for irrigation. Irrigation contractor is to submit a proposed irrigation layout plan that utilizes a new connection in the proposed building mechanical room. Install controller, rain sensor, and plumbing connections to meet current plumbing code. Ensure head-to-head coverage of all turf and planted areas. Use Hunter Commercial irrigation equipment with fully adjustable stream rotor and spray heads (or equal mfrg.) - no drip pipe. Submit equipment cut sheets for approval. Coordinate sleeving under paving with excavation sub-contractor. Coordinate plumbing requirements with mechanical contractor. Ensure irrigation system is installed and functioning prior to installation of landscape materials.
18. All edger shall be professional grade $\frac{3}{8}$ " thick perforated steel edger, Coyote or Equal. Anchor every 18" on-center (minimum). Submit sample for Owner approval.
19. Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.
21. **Mulch:** Rock mulch areas shall receive 4" depth of 1 $\frac{1}{2}$ " dia. limestone rock over weed mat. Submit mulch sample for Owner approval. Bryan Rock or Equal. Install rock mulch 1" below back of curbs or walks to prevent spill-over. Do not mound rock mulch. Coordinate finished grade condition with earthwork subcontractor. Wood mulch areas shall receive 4" depth of Western Red Cedar wood mulch over weed mat.
24. All planting, seeding, and sodded areas shall be prepared prior to installation activities with a harley power box rake or equal to provide a firm planting bed free of stones, sticks, construction debris, etc. Unless otherwise noted, fine grading (within 4" of set grade) shall be by the Landscape Contractor, including topsoil.
23. Turf Sodding activity shall conform to all rules and regulations as established in the MnDOT Seeding Manual, 2014 edition, for seed bed preparation, installation, maintenance, acceptability, and warranty.
24. The Landscape Contractor shall furnish samples of all landscape materials for approval prior to installation.
25. The Landscape Contractor shall clear and grub the underbrush from within the work limits to remove dead branches, leaves, trash, weeds and foreign materials.
26. The landscape contractor shall contact Gopher State One Call no less than 48 hours before digging for field utility locations.
27. The landscape contractor shall be responsible for the removal of erosion control measures once vegetation has been established to the satisfaction of the municipal staff. This includes silt curtain fencing and sediment logs placed in the landscape.
28. The landscape contractor shall be responsible for visiting the site to become familiar with the conditions prior to bidding and installation. Coordinate with the general contractor on matters such as fine grading, landscaped area conditions, staging areas, irrigation connection to building, etc.
30. Topsoil Requirements: All graded areas of the site that are designated on the plan set for turf sod shall have no less than 4" of imported (or qualified stockpiled) topsoil, areas designated for shrubs, trees, and perennials shall have no less than 12" of imported top soil, meeting MnDOT classifications for topsoil & planting soil for trees, shrubs, and turf. Slope away from building. Soil Management Strategies (soil loosening to 12-inch depth and soil amendment in top 6-inch depth) must be completed prior to the installation of any irrigation system components, plantings, seeding, or sodding in specific landscape work areas.
31. Landscape contractor must prove the open sub-grade of all planting areas after their excavation is capable of infiltrating a minimum requirement of 1/4-inch of water per hour prior to installation of plant materials, topsoil, irrigation, weed mat, and mulch. Planting areas not capable of meeting this requirement shall have 4" diameter X 48" depth holes augured every 36" on-center and filled with MnDOT Free-Draining Coarse Filter Aggregate. Re-test sub-grade percolation for compliance to infiltration minimum requirement.

CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
November 20, 2025

Chair Zimmer called the meeting to order at 6:00 p.m. in the Council Chambers at City Hall. The Pledge of Allegiance to the flag was given.

Members Present: Chair Christine Zimmer, Vice Chair Scott Einck, Pat Kaluza, John Swaney, Jason Swenson, Amanda Tinsley, Alternate Dylan Duckworth, Ex-Officio Jeff Hansen

Members Absent: Mark Traffas

Staff Present: Kris Jenson, Planning Manager; Tina Goodroad, Community Development Director; Jon Nelson, Assistant City Engineer; Dawn Erickson, Community Development Recorder

3. Approval of the Meeting Minutes

The November 6, 2025 Planning Commission meeting minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson stated that a revised landscape plan for Kyla Crossing Second Addition was submitted and distributed to the Commissioners.

5a. Kyla Crossing Second Addition

Chair Zimmer opened the public hearing to consider the application of Topaz, LLC for the following, located at the northwest corner of Ipava Avenue and Kenwood Trail (CSAH 50).

1. Preliminary plat of 18 single-family lots
2. Zoning Map Amendment to rezone property from RM-2, Medium Density Residential District to RST-2, Single and Two Family Residential District
3. Comprehensive Plan Amendment to re-guide property from Medium/High Density Residential District to Low Density Residential District

Rick Osberg from Hill Incorporated, the engineer for the project introduced the project. Bill Ryan, the developer and owner of OneTenTen Homes and Ryan Realty was also in attendance.

Ms. Jenson presented the staff report. Representatives of Topaz, LLC have applied for a preliminary plat, Zoning Map amendment, and Comprehensive Plan Amendment to allow the development of 18 single family home lots on 7.64 acres to be known as Kyla Crossing Second Addition.

The Kyla Crossing Second Addition preliminary plat area is currently zoned RM-2, Medium Density Residential District. The Developer has applied to rezone the property to RST-2, Single

and Two-Family Residential District to develop the site with single family homes. In conjunction with the rezoning, the Comprehensive Land Use plan must be amended to be consistent with the zoning of the property. The property is currently guided Medium/High Density Residential, which anticipates attached townhome development at a density of 5.0 to 9.0 units per acre. The proposed land use is Low Density Residential, with an anticipated density of 3.0 dwelling units per acre. Due to the number of units in the development and the proximity of the plat to neighboring jurisdictions, the comprehensive plan amendment meets the criteria for administrative review by the Metropolitan Council. Staff has contacted the local sector representative and will submit a complete application following City Council review.

The preliminary plat proposes 18 single family homes, which is consistent with the adjoining Kyla Crossing development. Iris Way will be extended to connect to Ipava Avenue with a sidewalk on one side of the street. Buffer yard plantings are required along the two lots adjacent to Ipava Avenue and is shown on the landscape plan. None of the lots directly abut Kenwood Trail, so buffer yard plantings are not required, but the Developer is proposing tree plantings along the rear of those lots to provide some buffer, given the proximity to Kenwood Trail. Stipulation 8 of the Planning report required the landscape plan to be revised to move trees out of Outlot B and onto the single-family lots as well as moving front yard trees out of the drainage and utility easements. The revised plan has been distributed to Planning Commissioners and staff confirms that Stipulation 8 can be removed as it has been satisfied by the revised landscape plan.

Community Development Department staff recommends approval of the Kyla Crossing Second Addition preliminary plat, Zoning Map Amendment, and Comprehensive Plan Amendment subject to the seven stipulations as amended and approval of the findings of fact.

Chair Zimmer opened the hearing to the public for comment.

There was one public comment.

John Hawkinson, 9611 198th Street, asked if there was any discussion about pedestrian flow and traffic safety at the Iris Way intersection, across the street from Ames Arena. Mr. Hawkinson inquired if there is any idea of what will happen with the outlots south of lots 5-9.

Motion was made by Kaluza, seconded by Einck to close the public hearing at 6:08 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Ms. Jensen stated that the four lots are where the ponding area for Kenwood Trail is, so they are not developable for the future. Mr. Osberg stated that two alternatives were considered for the design of the entrance/exit location of the street and the one that was chosen was the best option available. Jon Nelson, Assistant City Engineer, stated there will be a stop sign on the side street on the west side of Ipava Avenue.

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Swenson stated when he drove through Kyla Crossing all the streets had no parking signs on one side of the street. He inquired whether no parking signs will be continued

through this addition so it is signed the same. Ms. Jenson stated Engineering staff can be consulted and if recommended it could be done through a resolution approval by City Council with the final plat.

Motion was made by Swenson, seconded by Kaluza to recommend to City Council approval of the Kyla Crossing Second Addition preliminary plat of 18 single-family lots; the Zoning Map Amendment to rezone property from RM-2, Medium Density Residential District to RST-2, Single and Two Family Residential District; and the Comprehensive Plan Amendment to re-guide property from Medium/High Density Residential District to Low Density Residential District and approval of the findings of fact dated November 20, 2025, subject to the following stipulations:

1. Implementation of the recommendations listed in the November 10, 2025 engineering report.
2. The Comprehensive Plan Amendment is subject to review and approval by Metropolitan Council.
3. Park dedication shall be satisfied with a cash contribution paid with the final plat.
4. The Developer shall construct five-foot-wide concrete sidewalks as shown on the preliminary plat plans.
5. Outlots A, B, and C shall be deeded to the City with the final plat.
6. Driveway access from Lot 9, Block 1 and Lot 9, Block 2 to Ipava Avenue is prohibited.
7. All new local utilities shall be placed underground.

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

Nays: 0

5b. Dakota Waste Solutions

Chair Zimmer opened the public hearing to consider the application of Dakota Waste Solutions, LLC for the following, located at the southeast corner of 215th Street and Kaparia Avenue.

1. Preliminary plat of a two lot, one outlot subdivision
2. Zoning Map Amendment (Rezoning) from I-1, Light Industrial to PUD, Planned Unit Development
3. Planned Unit Development (PUD) Development Stage plan approval for a recycling and composting facility – including source-separated organic waste composting and wood processing and recycling capabilities

Mike Brandt with Kimley Horn, representing Dakota Waste Solutions, introduced the project and presented a project overview including a detailed explanation of the activities which are required to process the compost on-site and the timeline for development.

Tina Goodroad, Community Development Director, presented the staff report. The proposed development is located at the southeast corner of 215th Street and Kaparia Avenue. The site is 39.89



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: November 10, 2025
Subject: Packet Material for the November 20, 2025 Planning Commission Meeting
Agenda Item: Kyla Crossing Second Addition

1. Preliminary plat of 18 single-family lots
2. Zoning Map Amendment to rezone property from RM-2, Medium Density Residential District to RST-2, Single and Two Family Residential District
3. Comprehensive Plan Amendment to re-guide property from Medium/High Density Residential District to Low Density Residential District.

Action Deadline: January 2, 2026

BACKGROUND

Representatives of Topaz, LLC have applied for a preliminary plat, Zoning Map amendment, and Comprehensive Plan Amendment to allow the development of 18 single family home lots on 7.64 acres to be known as Kyla Crossing Second Addition. The Kyla Crossing Second Addition preliminary plat is located at the northwest intersection of Kenwood Trail (CSAH 50) and Ipava Avenue.

The Kyla Crossing Second Addition preliminary plat plans have been distributed to Engineering Division and Parks and Recreation Department staff, and the Parks, Recreation and Natural Resources Committee.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Comprehensive Plan amendment
- D. Preliminary Plat
- E. Existing Conditions
- F. Site Plan
- G. Grading & Drainage Plan

- H. Tree Preservation Plan
- I. Overall Utility Plan
- J. Landscape Plan
- K. Plat Commission Letter dated October 17, 2025

PLANNING ANALYSIS

ZONING MAP AMENDMENT

The Kyla Crossing Second Addition preliminary plat area is currently zoned RM-2, Medium Density Residential District (Exhibit B). The Developer has applied to amend the Zoning Map to change the property to RST-2, Single and Two-Family Residential District to develop the site with single family homes. Doing so requires an amendment to the Comprehensive Land Use plan (see below).

COMPREHENSIVE PLAN AMENDMENT

The subject site is guided Medium/High Density Residential, which anticipates attached townhome development at a density of 5.0 to 9.0 units per acre. The land use designation is a holdover from the 2030 Land Use Plan and was unable to be changed as part of the 2040 Land Use Plan due to an agreement with then-property owner George Warweg. Mr. Warweg sold land to the City, which allowed for the eventual expansion of Antlers Park, but as part of that agreement, the City agreed to not change the land use designations of any of Mr. Warweg's parcels, of which the subject property was one. The agreement was in effect until 2023, meaning no changes could be made during the 2040 Comprehensive Plan update. Last fall, Mr. Warweg passed away and his estate is now divesting the properties. The proposed plat has a density of 3.0 units per acre, so the land use designation is proposed to be changed to Low Density Residential, which requires a density of 0.1 to 3.0 units per acre.

Due to the number of units in the development and the proximity of the plat to neighboring jurisdictions, the comprehensive plan amendment meets the criteria for administrative review by the Metropolitan Council. Staff has contacted the local sector representative and will submit a complete application following City Council review.

PRELIMINARY PLAT

Existing Conditions. The development site consists of one parcel, which has been used for agricultural purposes.

Consistency with the Comprehensive Plan. The Kyla Crossing Second Addition property is located in Planning District 4 of the 2040 Comprehensive Plan. The area surrounding the subject site include Low/Medium Density Residential, Public and Quasi-Public, and Medium Density Residential. The proposed change to Low Density Residential is consistent with the surrounding land uses.

Adjacent Land Uses. The adjacent land uses and zoning are as follows:

North – Single family homes (RS-4)

East – Ipava Avenue, Ames Arena (P/OS)

South – Kenwood Trail (CSAH 50), Railroad tracks, undeveloped property (RM-1)

West – Kenwood Trail (CSAH 50), single-family homes (RS-4)

Consistency with the Capital Improvement Plan (CIP). City streets, sanitary sewer and water improvements for the area of Kyla Crossing Second Addition will be financed and constructed by the Developer. The development costs associated with the Kyla Crossing Second Addition development are not programmed in the 2025– 2029 CIP.

Premature Subdivision Criteria. A preliminary plat may be deemed premature if any of the criteria listed in Chapter 10-2-4-1 of the Subdivision Ordinance exist. Eligible criteria pertain to a lack of adequate: drainage, water, streets, sanitary sewer, and public service capacity (police and fire protection). The other pertinent criteria pertain to inconsistencies with the City Comprehensive Land Use and Capital Improvement Plans (discussed above). Staff review of the Kyla Crossing Second Addition preliminary plat against these criteria finds that it is not a premature subdivision.

MUSA. The Kyla Crossing Second Addition preliminary plat area is located within the current MUSA.

Density. The Kyla Crossing Second Addition preliminary plat consists of 18 single-family home lots on 7.64 acres. This results in a gross density of 2.35 units per acre. Excluding arterial street right-of-way and outlots the net density is 3.0 units per acre.

Lot Requirements. The following minimum requirements for single family home lots in the RST-2 District pertain to the Kyla Crossing Second Addition preliminary plat:

	Lot Area	Lot Width
Interior Lot	7,500 SF	55 feet
Corner Lot (Buffer Yard)	9,520 SF	95 feet

The proposed lots shown on the Kyla Crossing Second Addition preliminary plat range from 8,450 square feet to 16,844 square feet and each has sufficient area to accommodate the single-family homes.

Lot Setbacks. The following minimum setbacks for single family homes in the RST-2 District pertain to the Kyla Crossing Second Addition preliminary plat:

Front Yard	Rear Yard	Side Yard	
		Interior	ROW
25 ft garage face 20 ft building	30 feet	7 feet	20 feet, 30 feet (buffer yard)

The proposed lots shown on the Kyla Crossing Second Addition preliminary plat have sufficient area to accommodate a single-family home.

Maximum Building Coverage. Single family home lots in the RST-2 District are subject to a maximum building coverage of 40% of the lot.

Garage Area. The minimum width of each garage must be 22 feet while the minimum area of the garage is 480 square feet, to comply with the requirements of Section 11-18-7.D. All calculations are based on interior dimensions.

Outlots. There are three outlots totaling 1.49 acres in the Kyla Crossing Second Addition preliminary plat. The use of the proposed outlots will be as follows:

Outlot A is a 1.27 acre outlot consisting of a stormwater management basin that will be deeded to the City with the final plat.

Outlot B is a 0.15 acre outlot consisting of a stormwater management basin that will be deeded to the City with the final plat.

Outlot C is a 0.07 acre outlot consisting of a stormwater management basin that will be deeded to the City with the final plat.

Landscaping. Lot 9, Block 1 and Lot 9, Block 2 are required to have side yard buffer landscaping as they are adjacent to Ipava Avenue. Balsam Fir and Norway Spruce are proposed to be planted in a staggered row to provide the required landscape buffer. While Lots 1-9, Block 2 do not directly abut Kenwood Trail, the Developer has opted to include landscaping along the rear line of these lots to serve as a buffer to Kenwood Trail. However, the landscaping in the area of Lots 1-3, Block 2 is shown to be planted within Outlot B rather than at the rear of those lots. Prior to City Council consideration, the landscape plan must be revised to remove plantings within Outlot B and located them on Lots 1-3, Block 2. The plan also shows a front yard tree for each lot, as required by the Zoning Ordinance, but the proposed location of each tree is within the perimeter drainage and utility easement of the lot. While the locations of front yard trees are determined at the time of planting based on the home's location on the lot, underground utilities, etc, the locations of the front yard trees as shown on the landscape plan must be revised to be outside of the easements prior to City Council consideration of the preliminary plat.

Signs. At this time, a location for a monument sign is not shown on the preliminary plat. If planned, a monument sign must located within an outlot or on private property.

Streets. The following is a summary of streets proposed with the Kyla Crossing Second Addition preliminary plat. Additional detailed information is outlined in the Engineering Division memorandum dated November 10, 2025.

Kenwood Trail (CSAH 50) – Kenwood Trail is southwest of and adjacent to the property and is classified as a minor arterial County Highway in the Comprehensive Transportation Plan. Kenwood Trail is a four-lane divided urban roadway with a center

median. The Developer is dedicating 31 feet of north half right of way as required by the current Dakota County Plat Needs Map. Kenwood Trail bituminous trails on both sides of the street.

Ipava Avenue – Ipava Avenue is east of and adjacent to the property and is designated as a major collector in the City’s Transportation Plan. Adjacent to the plat the street is a four-lane divided urban roadway with a parkway design. No additional right of way for Ipava Avenue is required to be dedicated with the Kyla Crossing Second Addition preliminary plat. Driveway access from Lot 9, Block 1 and Lot 9, Block 2 to Ipava Avenue is prohibited.

Iris Way – Iris Way will be a 32-foot-wide local street within a 60-foot-wide right-of-way that is extended from its current terminus in the Kyla Crossing development. The five-foot-wide concrete sidewalk along the north side of the street will be extended to connect to the trail along Ipava Avenue. The existing temporary cul-de-sac at the end of Iris Way will be removed and the area restored at the time Iris Way is extended.

All streets meet the minimum width and design requirements of the Subdivision Ordinance.

Sidewalks/Trails. The Developer will construct a five-foot-wide concrete sidewalk along one side of Iris Way. No trails are proposed to be constructed with the development. Additional information regarding sidewalk and trail construction is included in the Engineering Memo.

Plat Commission. The Dakota County Plat Commission reviewed the preliminary plat at their October 8, 2025 meeting and approved the preliminary plat.

Phasing. Kyla Crossing Second Addition will be developed in one phase.

Grading, Drainage, Erosion Control, and Utilities. Proposed grading, drainage, erosion control, and utilities for the Kyla Crossing Second Addition preliminary plat is shown on the grading, drainage and erosion control and utility plans. All existing and new local utilities shall be placed underground.

Grading, drainage, erosion control, and utilities details are outlined in the November 10, 2025 engineering report prepared by Grace Ellis, Graduate Engineer and Mac Cafferty, Environmental Resources Manager. The Engineering Division recommends approval of the preliminary plat.

Tree Preservation. A tree preservation plan was submitted by the Developer that identifies 828 diameter inches of significant trees on site. The tree preservation plan proposes to remove 152 inches (18.4%), which is below the 40% removal threshold for residential developments. Tree replacements calculations are not required for this site. Six lots and one outlot will have at least one tree to be saved. All ‘save’ trees that are damaged or removed during construction must be replaced per the requirements of the tree preservation ordinance.

Wetlands. A wetland delineation was completed for the site and has determined that there are no wetlands on the subject site.

Park Dedication. The 2015 Parks, Trails, and Open Space Plan does not identify a park location in this area. The park dedication requirement will be satisfied through park dedication fees to be paid with the final plat. The Parks, Recreation and Natural Resources Committee will review the preliminary plat at their November 19, 2025 meeting. Their comments will be forwarded to the Planning Commission at the public hearing.

RECOMMENDATION

Community Development Department staff recommends approval of the Kyla Crossing Second Addition preliminary plat, Zoning Map amendment, and Comprehensive Plan amendment, subject to the following stipulations:

1. Implementation of the recommendations listed in the November 10, 2025 engineering report.
2. The Comprehensive Plan Amendment is subject to review and approval by Metropolitan Council.
3. Park dedication shall be satisfied with a cash contribution paid with the final plat.
4. The Developer shall construct five-foot-wide concrete sidewalks as shown on the preliminary plat plans.
5. Outlots A, B, and C shall be deeded to the City with the final plat.
6. Driveway access from Lot 9, Block 1 and Lot 9, Block 2 to Ipava Avenue is prohibited.
7. All new local utilities shall be placed underground.
8. Prior to City Council consideration of the preliminary plat, the landscape plan must be revised to remove proposed trees from Outlot B and to revise the locations of the front yard tree to be outside of the drainage and utility easement.

Findings of fact for the Zoning Map Amendment and the Comprehensive Plan Amendment are attached for your consideration.



Memorandum

To: Kris Jenson, Planning Manager

From: Grace Ellis, Graduate Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director

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

Date: November 10, 2025

Subject: Kyla Crossing 2nd Addition

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

BACKGROUND

Topaz, LLC has submitted a preliminary plat named Kyla Crossing 2nd Addition. The proposed subdivision is located north of and adjacent to Kenwood Trail (CSAH 50) and west of and adjacent to Ipava Avenue. The parent parcels consist of Outlot A, Warweg Addition and is zoned RM-2 (Medium Density Residential) and is proposed to be zoned RST-2 (Single and Two-Family Residential).

The preliminary plat consists of eighteen (18) single-family lots within two (2) blocks, and three (3) outlots on 7.64 acres.

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

- Outlot A: Stormwater management basin; to be deeded to the City (1.27 acres)
- Outlot B: Stormwater management basin; to be deeded to the City (0.15 acres)
- Outlot C: Stormwater management basin; to be deeded to the City (0.07 acres)

The proposed development will be completed by:

Developer: Topaz, LLC
Engineer/Surveyor: James R. Hill, Inc.

SITE CONDITIONS

The Kyla Crossing 2nd Addition site consists of undeveloped agricultural land. The parent parcel generally drains south to north.

STREET AND SUBDIVISION LAYOUT

Kenwood Trail (CSAH 50)

Kyla Crossing 2nd Addition is located north of and adjacent to Kenwood Trail, a minor arterial County highway, as identified in the City's Transportation Plan. Kenwood Trail is currently constructed as a four-lane divided urban roadway with a center median. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 75-feet and designates this roadway as a four-lane divided urban roadway over its entire length adjacent to the plat. The Developer is dedicating the necessary right-of-way as shown on the preliminary plat. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission at their October 8, 2025 meeting upon meeting the described conditions in the plat commission letter.

Ipava Avenue

Kyla Crossing 2nd Addition is located west of and adjacent to Ipava Avenue, a major collector roadway, as identified in the City's Transportation Plan. Ipava Avenue is currently constructed as a four-lane divided urban roadway with a center median adjacent to the plat. Ipava Avenue has the necessary right-of-way adjacent to the plat area and no additional right-of-way dedication is needed.

The Developer is proposing one full access intersection to Ipava Avenue with the development improvements.

Iris Way (Local Road)

Development of Kyla Crossing 2nd Addition includes the construction of Iris Way, a local roadway. Iris Way is designed as a 32-foot wide urban roadway with a five-foot sidewalk along one side of the street. The Developer is dedicating 60-feet of right-of-way. Iris Way will provide a connection and access to Ipava Avenue.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from Ipava Avenue. Access to the existing adjacent local roadways shall not be permitted for the construction.

PARKS, TRAILS AND SIDEWALKS

The City's Parks, Trails and Open Space Plan does not designate a park within Kyla Crossing 2nd Addition. The Park Dedication requirement has not been collected on the parent parcel and shall be satisfied through a cash contribution with the final plat.

Development of Kyla Crossing 2nd Addition includes the construction of public sidewalks. Five-foot wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of all local streets.

UTILITIES

SANITARY SEWER

Kyla Crossing 2nd Addition is located within subdistricts ML-70000 and ML-70215 of the Lake Marion sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

Development of Kyla Crossing 2nd Addition includes the extension of public sanitary sewer. 8-inch sanitary sewer will be constructed within the subdivision. The wastewater from the development will be conveyed via existing trunk sanitary sewer to the Empire Wastewater Treatment Facility monitored by meter M649.

The Lateral Sanitary Sewer Charge has not been collected on the parent parcel and shall be paid with the final plat. The fee will be based on the current rate in effect at the time of final plat approval.

WATERMAIN

Development of Kyla Crossing 2nd Addition includes the extension of public watermain. 8-inch watermain will be extended within the development to provide water service to the subdivision.

The Lateral Watermain Charge has not been collected on the parent parcel and shall be paid with the final plat. The fee will be based on the current rate in effect at the time of final plat approval.

DRAINAGE AND GRADING

Kyla Crossing 2nd Addition is located within subdistrict SC-080 of the South Creek stormwater district as identified in the City's Water and Natural Resources Management Plan.

Development of Kyla Crossing 2nd Addition includes the construction of two and expansion of one publicly owned and maintained stormwater management basins to collect and treat the stormwater runoff generated from the site. The northern two basins outlet to the existing basin north of the platted area. The southern basin will expand the existing basin that collects runoff from Kenwood Trail.

The stormwater management basins will be located within Outlots A and B which will be deeded to the City with the final plat. The stormwater basin design shall be shown as consistent with City requirements prior to recording of the final plat.

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

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

STORM SEWER

Development of Kyla Crossing 2nd Addition includes the construction of public storm sewer systems. Storm sewer will be installed within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basins located within Outlots A and B.

Draintile construction is required in areas of non-granular soils within Kyla Crossing 2nd Addition for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent parcels and must be paid with the Kyla Crossing 2nd Addition final plat.

RESIDENTIAL BUFFER YARD REQUIREMENTS

Kenwood Trail is a minor arterial and Ipava Avenue is a major collector roadway as identified in the City's Transportation Plan. A buffer yard containing earth berms and/or plantings of a sufficient density to provide a visual screen and a reasonable buffer a minimum of ten feet in height shall be provided adjacent to Ipava Avenue consistent with the Zoning Ordinance. None of the lots in Block 2 are directly adjacent to Kenwood Trail, so buffer yard plantings are not required, though the landscape plan shows proposed plantings at the rear of Lots 4-9, Block 2 and Outlot B. Trees intended for buffer purposes within Outlot B must be relocated to the rear of Lots 1-3, Block 2. A certified as-built grading plan of the buffer yard berm must be submitted and approved by City staff prior to the installation of any buffer yard plantings.

FEMA FLOODPLAIN ANALYSIS

Kyla Crossing 2nd Addition is shown on the Flood Insurance Rate Map (Map No. 27037C0192E) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

A wetland delineation was completed for the site. The Notice of Application was sent out September 12, 2025. Based on the onsite review, information provided in the wetland application for the areas outlined in the report, the application has been determined to be acceptable for use in implementing the Wetland Conservation Act and no wetlands were found to be located in the project boundaries.

TREE PRESERVATION

The Tree Preservation Plan for Kyla Crossing 2nd Addition identifies a total of 828 diameter inches of significant trees on the site. Of these, 152 inches of significant trees are proposed to be removed. This is a proposed removal rate of 18.4%, below the 40% removal threshold for the site. The replacement tree calculation is not required for this project.

Plans show six individual lots with at least one tree to be saved, and one outlot with at least one tree to be saved.

Tree protection measures are to be installed prior to, and maintained throughout, construction. The removal of trees marked to be saved will require replacement planting as defined in the tree preservation ordinance.

EROSION CONTROL

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The permit requires that all erosion and sediment BMPs be clearly outlined in a site's SWPPP. Changes made throughout construction must be documented in the SWPPP.

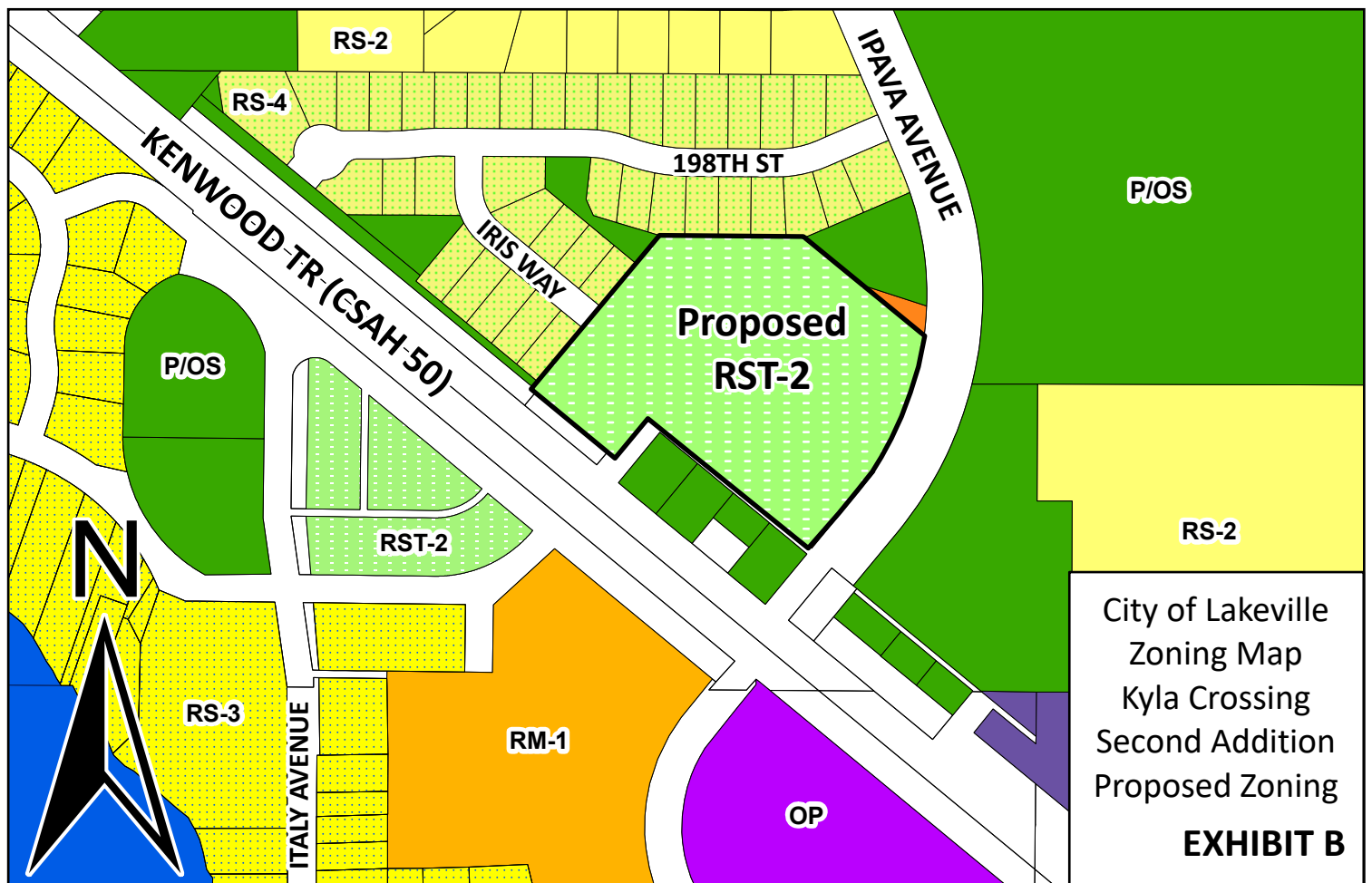
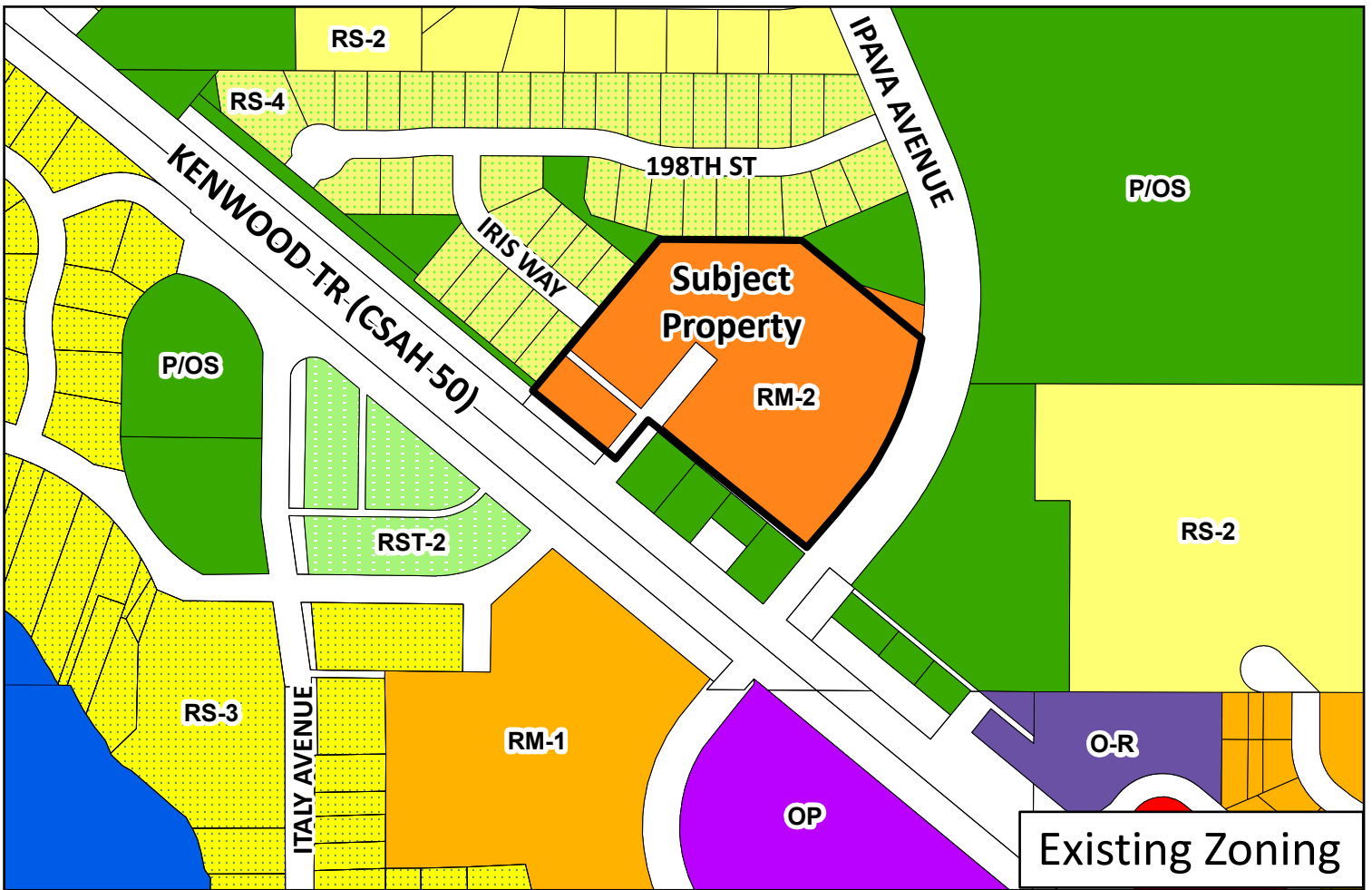
Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the developer.

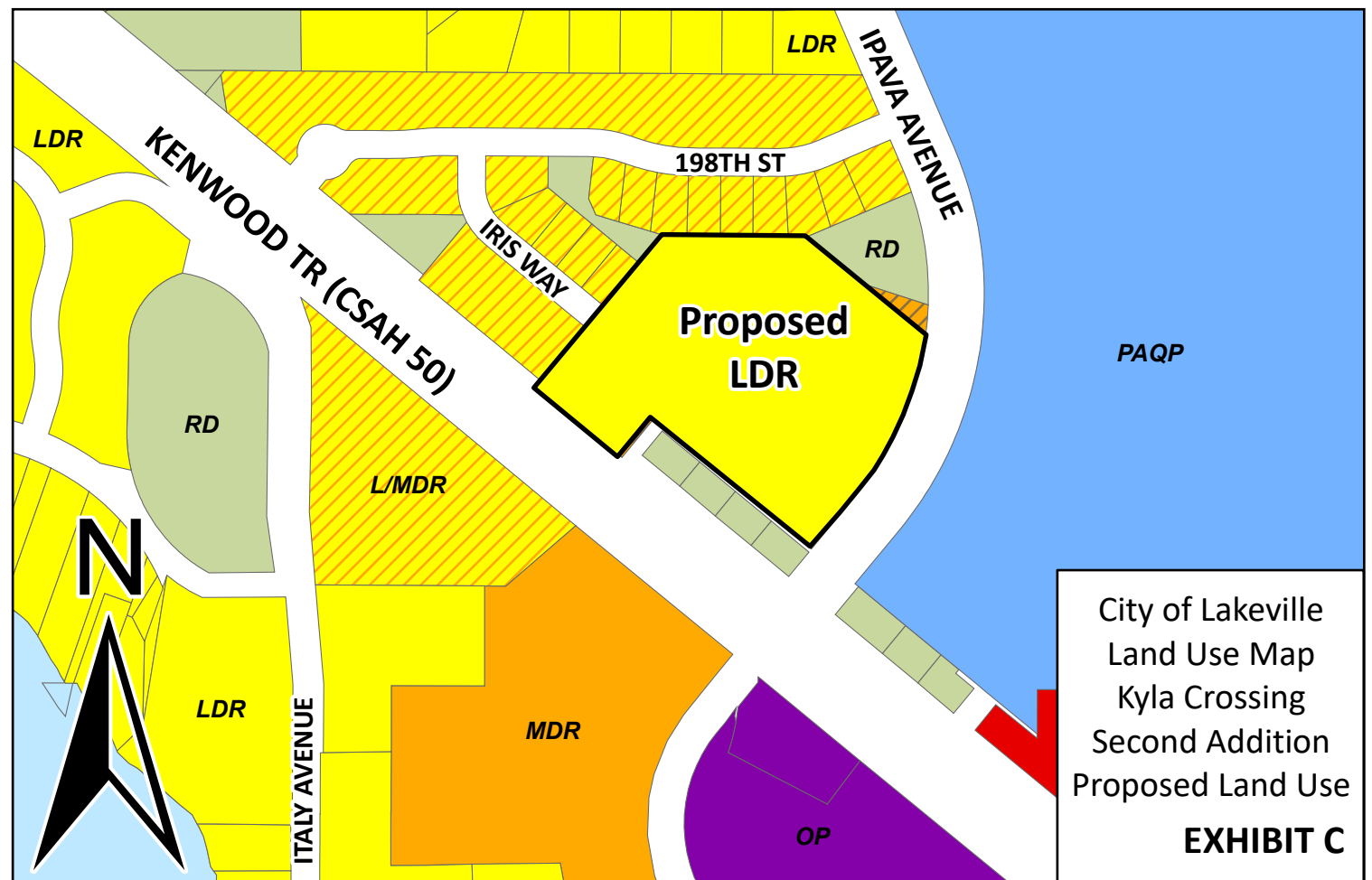
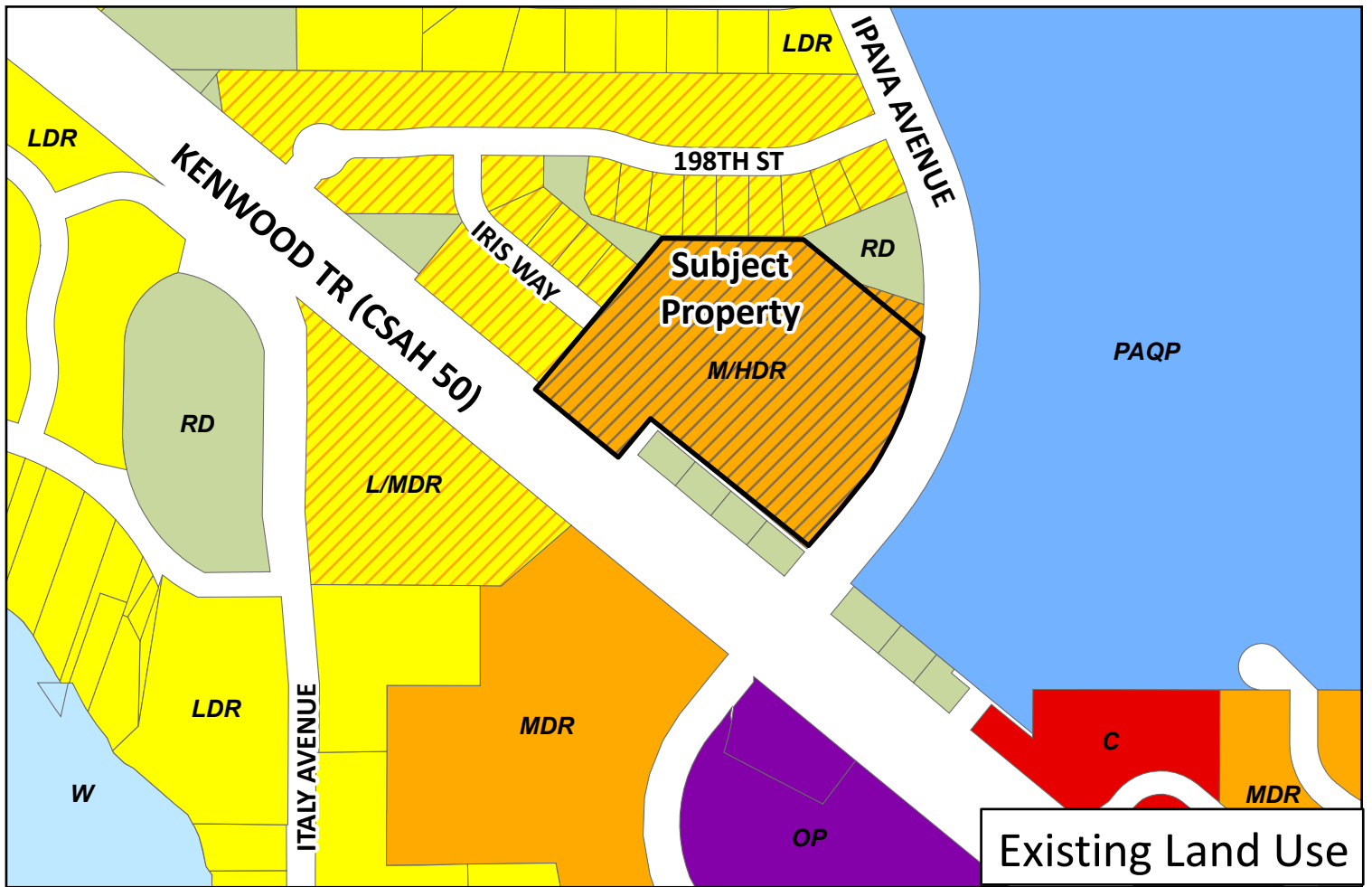
RECOMMENDATION

Engineering recommends approval of the preliminary plat, grading and erosion control plan, and utility plan for Kyla Crossing 2nd Addition, subject to the requirements and stipulations within this report.

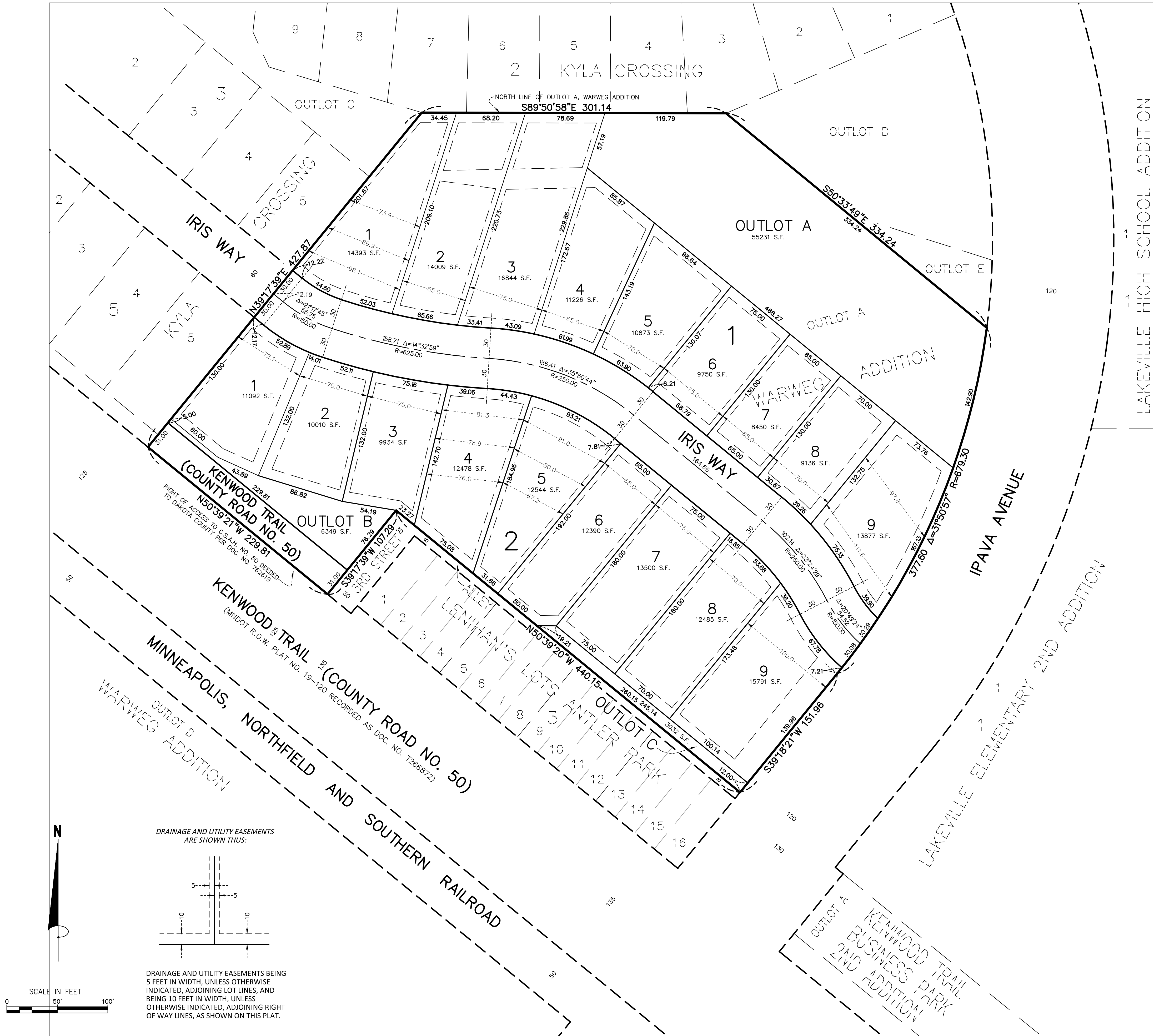


City of Lakeville
Location Map
Kyla Crossing
Second Add
EXHIBIT A





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PROPERTY DESCRIPTION
Outlot A, WARWEG ADDITION, Dakota County, Minnesota.

SITE DATA	
LOTS	18 LOTS
TOTAL SITE AREA	7.639 AC.
LOT AREA	5.023 AC.
OUTLOT AREA	1.483 AC.
RIGHT OF WAY AREA	1.133 AC.
(SUBDIVISION)	(0.970 AC.)
(KENWOOD TRAIL)	(0.163 AC.)
GROSS DENSITY	2.4 LOTS/AC

NET DENSITY:	
GROSS AREA	7.639 AC.
LESS OUTLOTS	-1.483 AC.
LESS KENWOOD TRAIL	-0.163 AC.
NET AREA	5.993 AC.
NET DENSITY	3.0 LOTS/AC

EXISTING ZONING IS RM-2 (MEDIUM DENSITY RESIDENTIAL)
PROPOSED ZONING IS RST-2 (SINGLE-FAMILY RESIDENTIAL)

MINIMUM STANDARDS PER CITY ZONING CODE	
MIN. LOT WIDTH - INTERIOR	55 FT.
MIN. LOT WIDTH - CORNER	70 FT.
MIN. LOT WIDTH - CORNER (IPA VA AVE.)	90 FT.
MIN. LOT AREA - INTERIOR	7,500 S.F.
MIN. LOT AREA - CORNER	9,520 S.F.

SETBACKS (MINIMUMS)	
FRONT YARD (HOUSE)	20'
FRONT YARD (GARAGE)	25'
SIDE YARD (HOUSE & GARAGE)	7'
CORNER LOT SIDE STREET	20'
CORNER LOT ABUTTING IPA VA AVE.	30'
REAR YARD	30'
REAR YARD ABUTTING KENWOOD TRAIL	50'
REAR YARD FOR ANY OPEN AND UNCOVERED TERRACES, STEPS, DECKS, AND STOOPS	20'

MAXIMUM BUILDING COVERAGE	40%
---------------------------	-----

KYLA CROSSING SECOND ADDITION
PRELIMINARY PLAT
FOR
TOPAL, LLC

DRAWN BY PLM
DATE 8/8/2025
REVISIONS A - 10/17/25: CITY COMMENTS
CAD FILE 23916pp.dwg
PROJECT NO. 23916-00
SHEET 1 OF 1

James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 WEST C.R. 42, SUITE 100, BURNSVILLE, MN 55306
PHONE: 952.890.6044 mhampton@jrhillinc.com www.jrhillinc.com

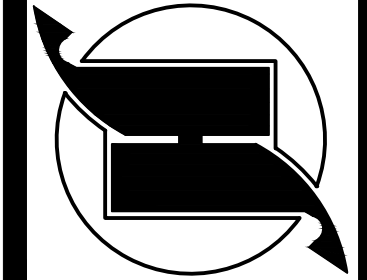
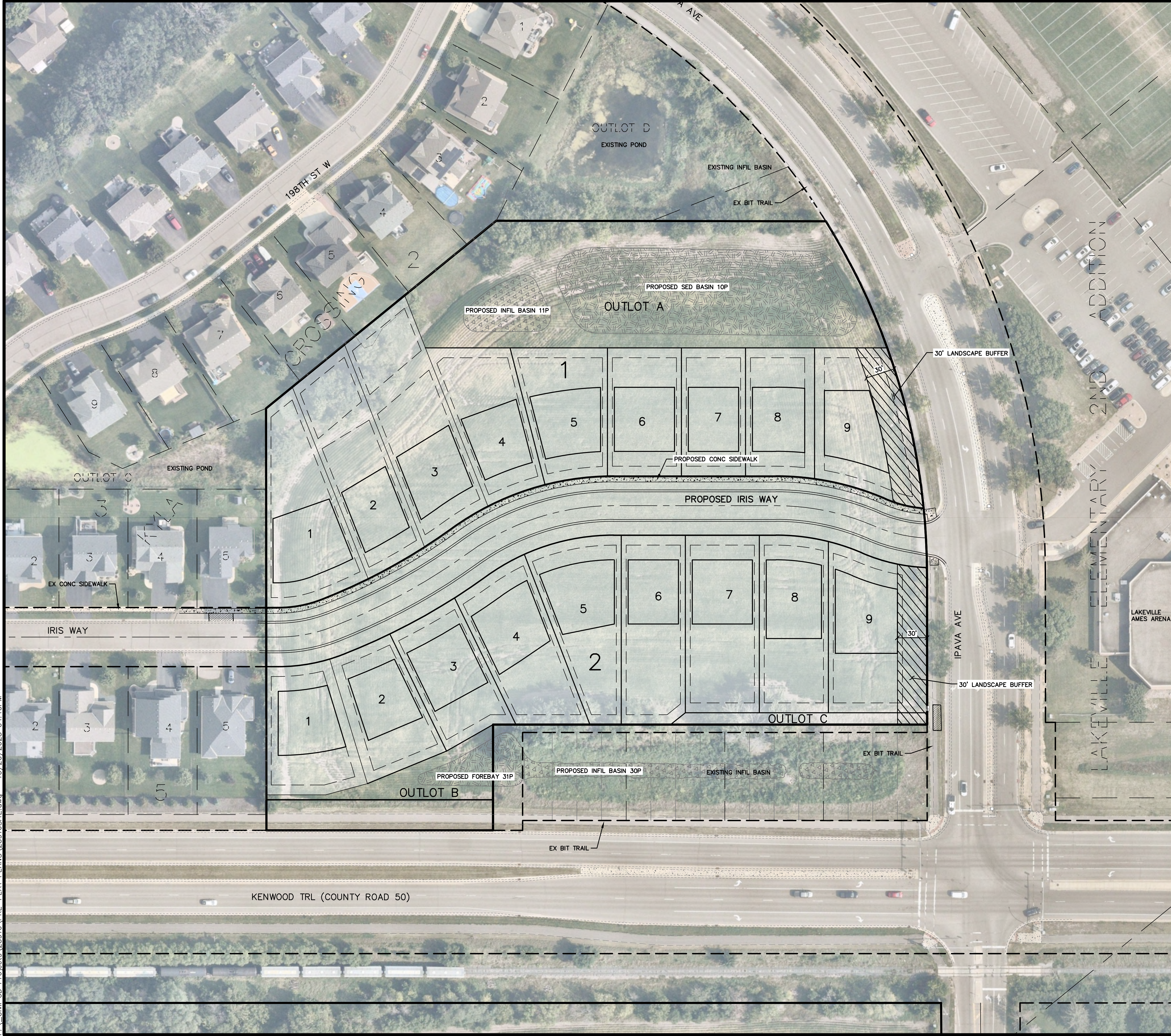


EXHIBIT D

F:\Civil 3D Projects\23916\PRE-PLAT PLANS\23916SITE.dwg -- 10/20/2025 04:10PM



LEGEND

- EXISTING CURB & GUTTER
- EXISTING FENCE
- EXISTING SIGN
- EXISTING ASPHALT
- EXISTING CONCRETE
- PROPOSED CURB & GUTTER
- PROPOSED CONCRETE
- PROPOSED ASPHALT SURFACE
- PROPOSED SEDIMENT BASIN
- PROPOSED INFILTRATION BASIN
- BUILDING SETBACK LINE

SITE DATA

LOTS	18 LOTS
TOTAL SITE AREA	7.639 AC.
LOT AREA	5.023 AC.
OUTLOT AREA	1.483 AC.
RIGHT OF WAY AREA	1.133 AC.
(SUBDIVISION)	(0.970 AC.)
(KENWOOD TRAIL)	(0.163 AC.)
GROSS DENSITY	2.4 LOTS/AC

NET DENSITY:	
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LESS OUTLOTS	-1.483 AC.
LESS KENWOOD TRAIL	-0.163 AC.
NET AREA	5.993 AC.
NET DENSITY	3.0 LOTS/AC

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PROPOSED ZONING IS RST-2 (SINGLE-FAMILY RESIDENTIAL)

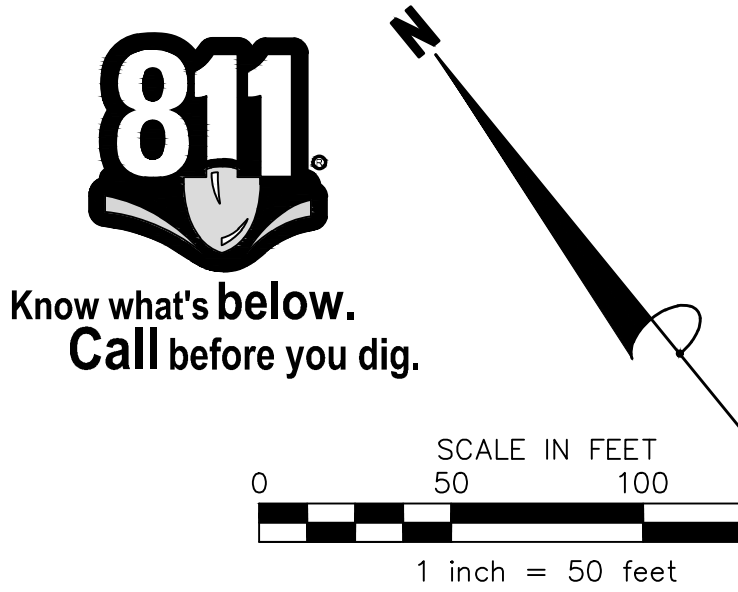
MINIMUM STANDARDS PER CITY ZONING CODE

MIN. LOT WIDTH - INTERIOR	55 FT.
MIN. LOT WIDTH - CORNER	70 FT.
MIN. LOT WIDTH - CORNER (IPA VA AVE.)	90 FT.
MIN. LOT AREA - INTERIOR	7,500 S.F.
MIN. LOT AREA - CORNER	9,520 S.F.

SETBACKS (MINIMUMS)	
FRONT YARD (HOUSE)	20'
FRONT YARD (GARAGE)	25'
SIDE YARD (HOUSE & GARAGE)	7'
CORNER LOT SIDE STREET	20'
CORNER LOT ABUTTING IPA VA AVE.	30'
REAR YARD	30'
REAR YARD ABUTTING KENWOOD TRAIL	50'
REAR YARD FOR ANY OPEN AND UNCOVERED TERRACES, STEPS, DECKS, AND STOOPS	20'

MAXIMUM BUILDING COVERAGE	40%
---------------------------	-----

EXHIBIT F



James R. Hill, Inc.

PLANNERS / ENGINEERS / SURVEYORS

2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306

PHONE: (952)890-6044 FAX: (952)890-6244

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.

R. J. Hill, P.E.

Date: 08/04/2025 Reg No. 22709

KYLA CROSSING SECOND ADDITION

LAKEVILLE, MINNESOTA

SITE PLAN

FOR TOPPAZ, LLC

3000 COUNTY ROAD 42 WEST, SUITE 302, BURNSVILLE, MN 55337

DRAWN BY JSO

DATE 08/28/2025

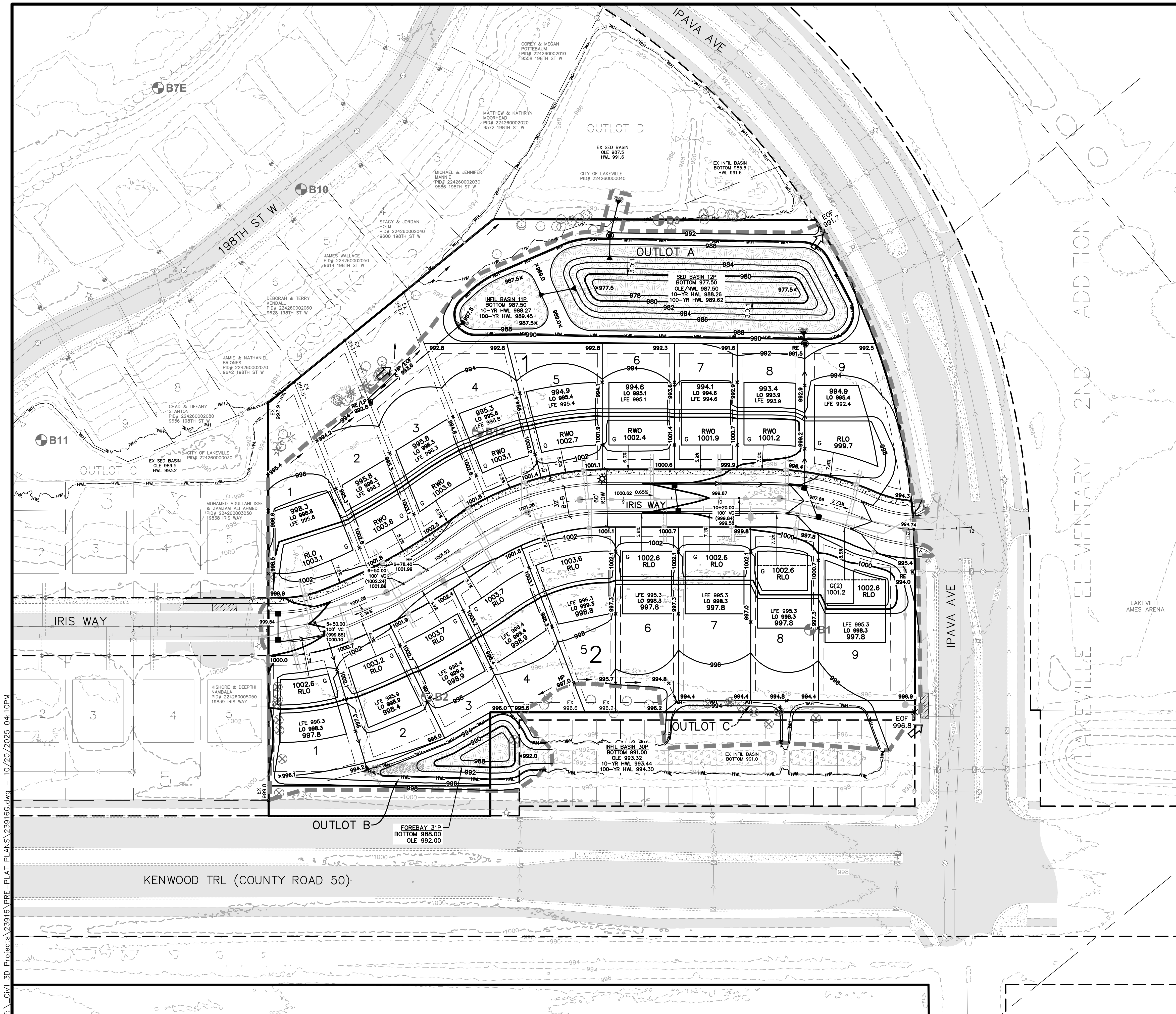
REVISIONS

10/17/2025 CITY COMMENTS

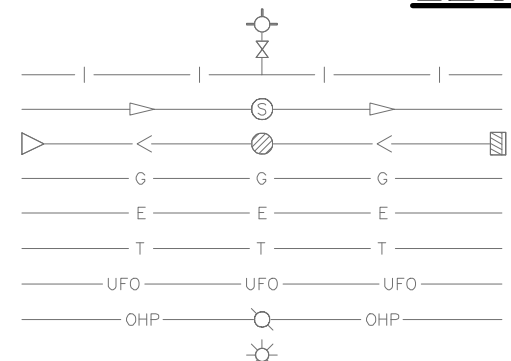
CAD FILE 23916SITE

PROJECT NO. 23916

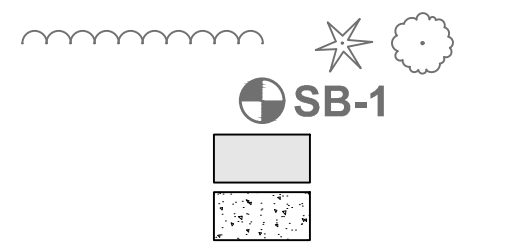
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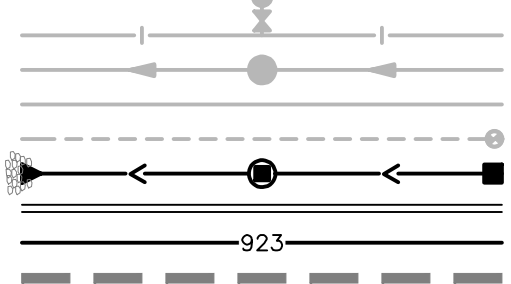
LEGEND



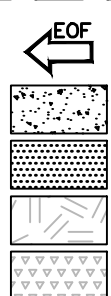
EXISTING WATERMAIN
EXISTING SANITARY SEWER
EXISTING STORM SEWER
EXISTING UNDERGROUND GAS
EXISTING UNDERGROUND ELECTRIC
EXISTING UNDERGROUND TELEPHONE
EXISTING UNDERGROUND FIBER OPTIC
EXISTING OVERHEAD POWER LINE
EXISTING LIGHT POLE
EXISTING MANHOLE (ELECTRIC)
EXISTING TRANSFORMER
EXISTING TELEPHONE PEDESTAL
EXISTING TV PEDESTAL
EXISTING VAULT
EXISTING CURB & GUTTER
EXISTING FENCE
EXISTING CONTOUR
EXISTING SIGN



EXISTING TREELINE/TREES
EXISTING SOIL BORING LOCATION
EXISTING ASPHALT
EXISTING CONCRETE



PROPOSED WATERMAIN
PROPOSED SANITARY SEWER
PROPOSED SANITARY SERVICE
PROPOSED WATER SERVICE
PROPOSED STORM SEWER
PROPOSED CURB & GUTTER
PROPOSED CONTOUR
PROPOSED GRADING LIMITS



PROPOSED GRADING LIMITS
PROPOSED EMERGENCY OVERFLOW
PROPOSED CONCRETE
PROPOSED BITUMINOUS SURFACE
PROPOSED SEDIMENT BASIN
PROPOSED INFILTRATION BASIN

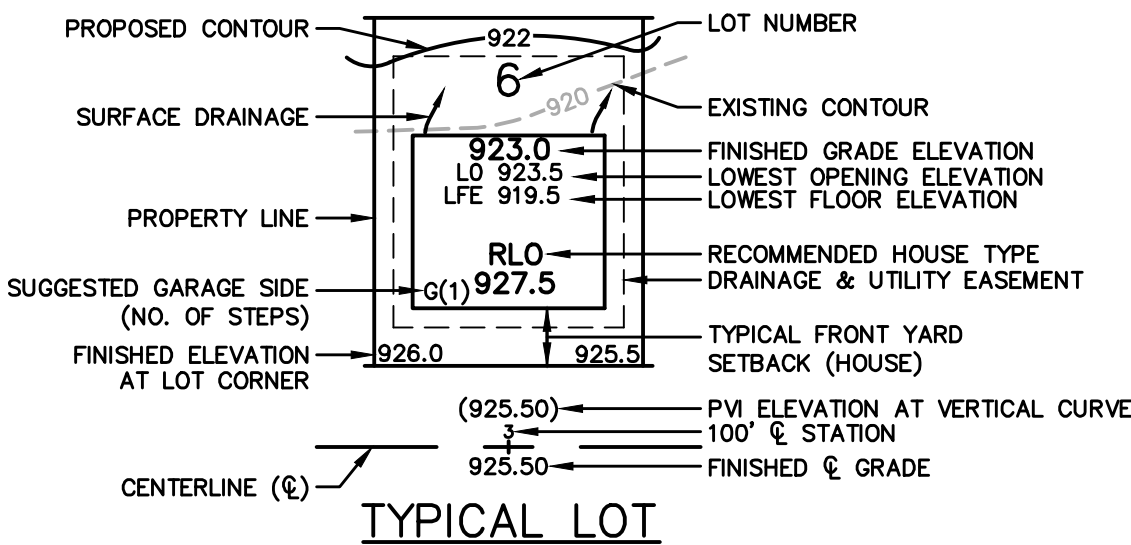


EXHIBIT G

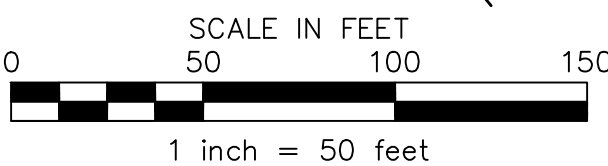
BENCHMARKS

#1 TNH, IRIS WAY R-O-W IN FRONT OF LOT 5, BLOCK 5 KYLA
CROSSING
ELEV=1002.32

#2 EX SSMH 31 RIM, IPAVA AVE 155' NE OF KENWOOD TRL/IPAVA
INTERSECTION
ELEV=995.83



Know what's **below**.
Call before you dig.



James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 W. Cty. Rd. 42, SUITE 100, BURNSVILLE, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244

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.

R. L. L. L. L.

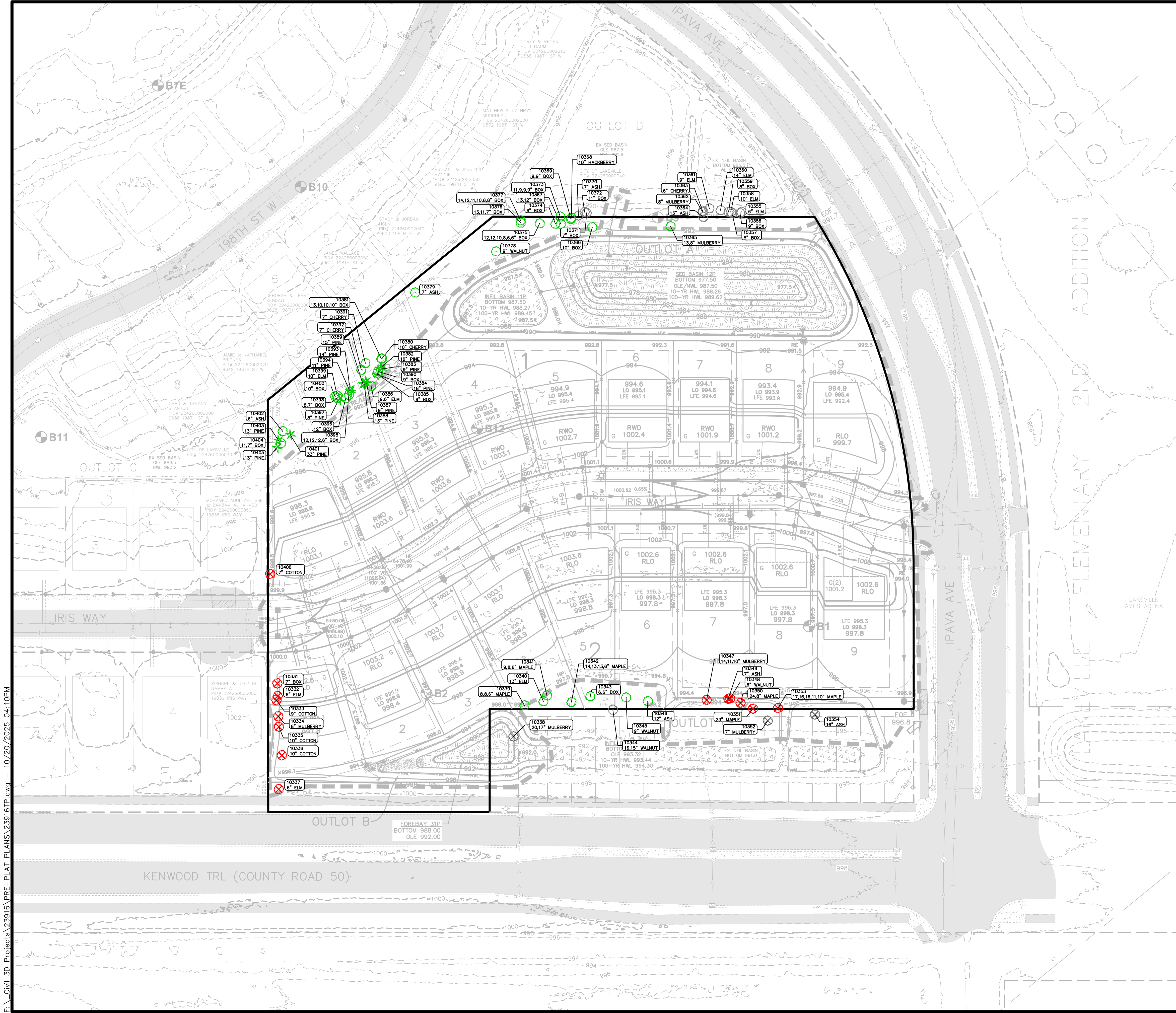
Date: 08/04/2025 Req.No. 22701

KYLA CROSSING SECOND ADDITION
LAKEVILLE, MINNESOTA

GRADING & DRAINAGE PLAN

FOR
TOPAZ, LLC
3000 COUNTY ROAD 42 WEST SUITE 302, BURNSVILLE, MN 55337

DRAWN BY
JSO
DATE
08/28/2025
REVISIONS
10/17/2025 CITY COMMENTS
CAD FILE
23916G
PROJECT NO.
23916
2.0



LEGEND

EXISTING TREE
REMOVE TREE
EXISTING TREE (OFF-SITE)
GRADING/DISTURBANCE LIMITS

NOTES

1. TREE DATA PROVIDED BY MIDWEST NATURAL RESOURCES ON 7/10/2024.

2. EXISTING TAGGED TREES THAT ARE OUTSIDE OF THE PROPERTY BOUNDARY (OFF-SITE) ARE NOT INCLUDED IN THE TREE CALCULATIONS. TREES REMOVED OFF-SITE ARE INCLUDED. SEE TREE PRESERVATION SPREADSHEET PREPARED BY JAMES R. HILL FOR MORE INFO.

3. THIS DRAWING IS INTENDED TO BE VIEWED IN COLOR.

EXHIBIT H

811
Know what's below.
Call before you dig.

SCALE IN FEET
0 50 100 150
1 inch = 50 feet

James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244

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.

R. J. Hill
Date: 08/04/2025 Reg. No. 22709

KYLA CROSSING SECOND ADDITION
LAKEVILLE, MINNESOTA
TREE PRESERVATION PLAN
FOR
TOPAZ, LLC
3000 COUNTY ROAD 42 WEST, SUITE 302, BURNSVILLE, MN 55337

DRAWN BY
JSO

DATE
08/20/2025

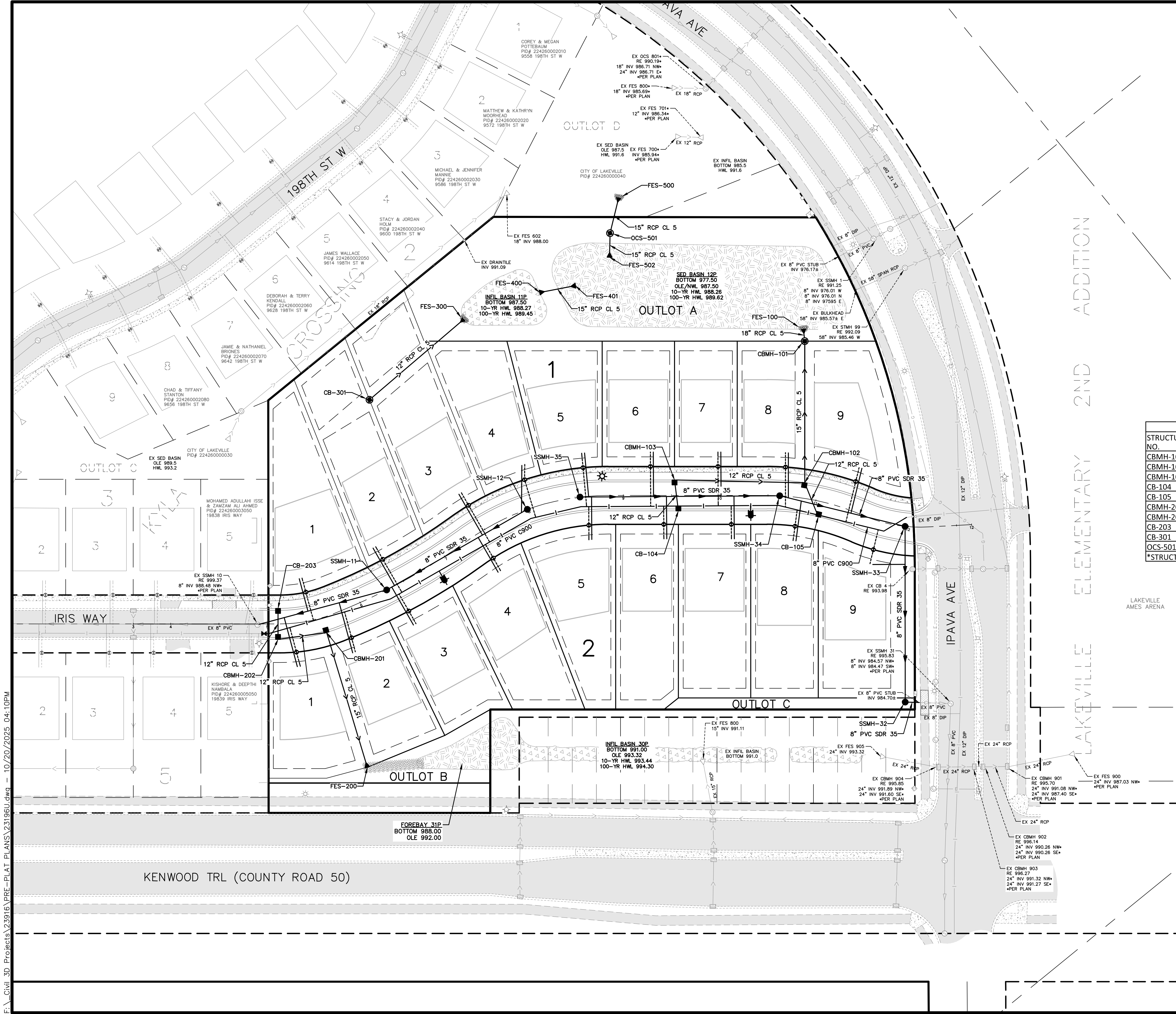
REVISIONS

10/17/2025 CITY COMMENTS

CAD FILE
23916TP

PROJECT NO.
23916

2.1



LEGEND

EXISTING WATERMAIN
EXISTING SANITARY SEWER
EXISTING STORM SEWER
EXISTING UNDERGROUND GAS
EXISTING UNDERGROUND ELECTRIC
EXISTING UNDERGROUND TELEPHONE
EXISTING UNDERGROUND FIBER OPTIC
EXISTING OVERHEAD POWER LINE
EXISTING LIGHT POLE
EXISTING MANHOLE (ELECTRIC)
EXISTING TRANSFORMER
EXISTING TELEPHONE PEDESTAL
EXISTING TV PEDESTAL
EXISTING VAULT
EXISTING CURB & GUTTER
EXISTING FENCE
EXISTING CONTOUR
EXISTING SIGN

EXISTING SOIL BORING LOCATION
EXISTING ASPHALT
EXISTING CONCRETE

PROPOSED WATERMAIN
PROPOSED SANITARY SEWER
PROPOSED SANITARY SERVICE
PROPOSED WATER SERVICE
PROPOSED STORM SEWER
PROPOSED CURB & GUTTER

PROPOSED CONCRETE
PROPOSED BITUMINOUS SURFACE
PROPOSED SEDIMENT BASIN
PROPOSED INFILTRATION BASIN

STORM SEWER SCHEDULE				
STRUCTURE NO.	TYPE	BUILD HEIGHT (FEET)	STRUCTURE SIZE	NEENAH CASTING
CBMH-101	CATCH BASIN MANHOLE	3.94	48"ø	R-4342
CBMH-102*	CATCH BASIN MANHOLE	8.85	48"ø	R-3067V
CBMH-103	CATCH BASIN MANHOLE	3.69	48"ø	R-3067V
CB-104	CATCH BASIN	3.50	24"x36"	R-3067V
CB-105	CATCH BASIN	3.50	24"x36"	R-3067V
CBMH-201*	CATCH BASIN MANHOLE	9.17	48"ø	R-3067V
CBMH-202	CATCH BASIN MANHOLE	3.66	48"ø	R-3067V
CB-203	CATCH BASIN	3.50	24"x36"	R-3067V
CB-301	CATCH BASIN	3.50	27"ø	R-4342
OCS-501	OUTLET CONTROL STRUCTURE	6.00	48"ø	SEE DETAIL

*STRUCTURE INCLUDES 4-FOOT SUMP

EXHIBIT I

Know what's below.
Call before you dig.

SCALE IN FEET

0 50 100 150

1 inch = 50 feet

James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244

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.

R. J. Hill
Date: 08/04/2025 Reg. No. 227209

KYLA CROSSING SECOND ADDITION
LAKEVILLE, MINNESOTA

OVERALL UTILITY PLAN

FOR
TOPAZ, LLC

3000 COUNTY ROAD 42 WEST, SUITE 302, BURNSVILLE, MN 55337

DRAWN BY
JSO

DATE
08/20/2025

REVISIONS

10/17/2025	CITY COMMENTS
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CAD FILE
23196U

PROJECT NO.
23916

3.0

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Dakota County Surveyor's Office

Western Service Center • 14955 Galaxie Avenue • Apple Valley, MN 55124
952.891-7087 • Fax 952.891-7127 • www.co.dakota.mn.us

October 17, 2025

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **KYLA CROSSING 2ND ADDITION**

The Dakota County Plat Commission met on October 8, 2025, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 50 (Kenwood Tr.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The proposed site includes 18 single family lots. Access to the site is from Iris Way via Ipava Avenue with no access to CSAH 50. The right-of-way needs for a future 4-lane divided roadway are 75 feet of half right of way. The plat should dedicate additional right of way along CSAH 50, which includes 31-foot strip from the southwesterly line of Outlot B. Restricted access should be shown along all of CSAH 50. A quit claim deed for restricted access to Dakota County is required with the recording of the plat mylars.

The Plat Commission has approved the preliminary and final plat, provided that the described conditions are met, and will recommend approval to the County Board of Commissioners on November 4, 2025

Traffic volumes on CSAH 50 are 15,100 ADT and are anticipated to be 18,100 ADT by the year 2040. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

A handwritten signature in black ink that reads "Todd B. Tollefson".

Todd B. Tollefson
Secretary, Plat Commission

c: Bill Ryan, Ryan Real Estate and Rick Osberg, MN Hill

EXHIBIT K



Date: 12/1/2025

**Public Hearing on Ordering Improvements and Preparation of the Plans for the 2026
214th Street Reconstruction Project**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution ordering the improvements and authorizing the preparation of plans and specifications for the 2026 214th Street Reconstruction Project, City Project 26-01.

Overview

At its November 3, 2025 meeting, the Lakeville City Council received a Feasibility Report for the 2026 214th Street Reconstruction Project and set a date for a public hearing on December 1, 2025. Notice of the public hearing was published and forwarded to the affected property owners, pursuant to the requirements of Minnesota Statutes, Chapter 429 for local improvements.

Staff will share a brief presentation prior to the public hearing providing a project summary, estimated project cost, description of the proposed assessment area, estimate of the amount to be assessed and explanation of the City's Assessment Policy.

Supporting Information

1. CP2601_Resolution Ordering Improvements

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

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

**Resolution Ordering Improvements and Authorizing the Preparation of Plans
and Specifications for the 2026 214th Street Reconstruction, City Project 26-01**

WHEREAS, on November 1, 2025, the City Council fixed a date for the public hearing on the 2026 214th Street Reconstruction Project. The project will include portions of roads located within the following developments and lands: Imperial First Addition, Airlake Industrial Park 1st Addition, and Airlake Development Addition, City Project 26-01; and

WHEREAS, the required published notices of hearing through a weekly publication were given, the required mailed notice of the improvement hearing was given to each property owner in the proposed assessment area at least ten days prior to the hearing, and the hearing was held on December 1, 2025, at which time all persons desiring to be heard were given an opportunity to be heard.

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

1. The 2026 214th Street Reconstruction Project improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement has no relationship to the comprehensive plan.
3. The 2026 214th Street Reconstruction Project is hereby ordered as identified in the Feasibility Report for City Project 26-01, dated October 20, 2025.
4. The estimated project costs \$577,374 and anticipated funding sources are listed below. City staff is hereby authorized to make the appropriate transfers between funds with respect to the non-debt project funding sources up to 10% above the estimated costs. Funding transfers may include loans between funds to cover engineering and other costs incurred on the project.

Anticipated Funding Sources Amount

Pavement Management Fund \$262,197
Sp. Assessments \$158,438
Water Operating Fund \$84,088
Stormwater Infrastructure Fund \$72,651
Total \$577,374

5. WSB is hereby authorized to prepare plans and specifications for the making of such improvements.

ADOPTED by the Lakeville City Council this 1st day of December 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 12/1/2025

Public Hearing on the Adoption of a Fee Schedule by Ordinance

Proposed Action

Staff recommends adoption of the following motions:

1. Move to approve the Ordinance Adopting Fees and Summary Publication of Ordinance.
2. Move to approve the Resolution Adopting the Fee Schedule.

Overview

Approval of the ordinance will result in the approval of changes for permits, planning and engineering fees, connection charges and other development fees. Approval of the summary publication of ordinance requires four-fifths (4/5) approval. Approval of the resolution will result in the revisions to and approval of the schedule of fees.

State law requires that the establishment or modification of fees to process land use applications must be established by ordinance after a public hearing is conducted.

The fee schedule is reviewed annually to ensure that rate structures accurately reflect cost of services provided. The proposed 2026 budget anticipated adjustment of certain fees. The proposed changes are consistent with the discussions conducted at the work session on October 27, 2025.

There are two changes included in the revised October 27 work session memo, which are as follows:

- 1) Update the park shelter rental fees (change #6) to reflect recent comparisons to rates charged by nearby cities.
- 2) Updated the utility bill late payment charge to reflect limits per state statute (change #34).

Supporting Information

1. Fee Schedule Ordinance & Summary Publication
2. Resolution 2026 Fee Schedule
3. Attachment -Oct 27 work session-revised
4. 2026 Fee Schedule

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

ORDINANCE NO. _____

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

An Ordinance Adopting Fees

The City Council of the City of Lakeville, Minnesota ordains the following fees:

I. LICENSES

- a. Dynamic Display Sign:
- | | |
|------------------------|----------|
| i. Application fee | \$100.00 |
| ii. Annual renewal fee | \$50.00 |

II. PERMITS

- a. Building Permits

Total Valuation	Fee
\$1.00 to \$500.00	\$30.00
\$501.00 to \$2,000.00	\$30.00 for the \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$73.75 for the first \$2,000.00 plus \$14.75 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$413.00 for the first \$25,000.00 plus \$10.75 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$681.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,056.75 for the first \$100,000.00 plus \$6.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,456.75 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,956.75 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00, or fraction thereof

- b. Plan Check Fees
 - i. 65% of building permit fee, except residential permits with less than \$10,000 valuation.
 - ii. 25% of building permit fee for permits issued for similar buildings as required by State Building Code.
- c. Building Permits, Landscaping
 - i. \$1000.00 escrow for landscaping to be collected with the building permit.
- d. Building Permits, Erosion Control
 - i. \$1000.00 escrow for erosion control/grading certification to be collected with the building permit.
- e. Plumbing Permits
 - i. *Requirement: Master License Number or pipe layers certificate, \$25,000.00 license bond and current Certificate of Liability Insurance to be filed with City. Note: State Department of Health Bond and Insurance Certificate will satisfy this requirement.*
 - ii. Residential- Minimum (repairs and alterations, lawn sprinkler systems) \$70.00
 - iii. Complete installation \$150.00
 - iv. Commercial 1.5% of contract/valuation price
 - v. Commercial- Minimum \$70.00
 - vi. RPZ Valve (new, replacement or rebuild) \$70.00
 - vii. Water Softener/Water Heater \$70.00
- f. Heating Permits
 - i. Residential- Minimum repairs and alterations \$70.00
 - ii. Residential- Complete installation \$150.00
 - iii. Commercial 1.5% of contract/valuation price
 - iv. Commercial minimum \$70.00
- g. Sewer and Water Permits
 - i. *Requirement: Master License Number, \$25,000.00 License Bond and current Certificate of Liability Insurance to be filed with the City. Note: State Department of Health Bond and Insurance Certificate will satisfy this requirement.*
 - ii. Residential- Minimum repairs and alterations \$70.00
 - iii. Residential- City water and sewer including conversion \$90.00
 - iv. Commercial One percent (1%) of contract/valuation price
 - v. Commercial minimum \$70.00
 - vi. Private sewer systems: New installation \$250.00
 - vii. Private sewer systems: Repair \$250.00
- h. Electrical Permits
 - i. *Requirement: State License from Board of Electricity. Note: An owner who actually occupies or intends to occupy a single family residence is exempt from the licensing requirement.*

ii.	Residential- Minimum repairs and alterations	\$55.00
iii.	Residential- Additions, remodels, lower levels (two trips)	\$110.00
iv.	Residential- New installation (up to three trips)	\$220.00
v.	Commercial 1.5% of contract/valuation price up to \$10,000.00 and 1.0% of contract/valuation price above \$10,000.00.	
vi.	Commercial minimum	\$55.00
vii.	Additional trip charge	\$55.00
i.	Well Permits	
	i. <i>Effective February 1, 1989, all well permits are issued by Dakota County.</i>	
j.	Manufactured Home Inspections	
	i. Installation permit (foundation, sewer, water, gas)	\$100.00
	ii. Separate permit for electrical hookup	\$55.00
k.	Solar Photovoltaic (PV) Systems	
	i. Residential	\$200.00
	ii. Commercial	\$300.00
l.	Swimming Pools	
	i. All in-ground pools, regardless of capacity, and above-ground pools that exceed 5,000 gallons	\$100.00
m.	Zoning Permit	\$50.00
n.	Signs	
	i. Permanent installation	\$175.00
	ii. Temporary installation (10 days only)	\$50.00
o.	Moving Structure (plus letter of credit or cash escrow)	\$125.00
p.	Demolition	
	i. Residential Accessory structures	no charge
	ii. All structures other than residential accessory	\$70.00
q.	Fire Systems	
	i. Fire Line	One percent of contract/valuation price
r.	Sprinkler Fire Protection	
	i. <i>Requirement: State Fire Protection Contractor License to be filed with the City.</i>	
	ii. Commercial: 1.5% of contract/valuation price up to \$10,000.00 and 1.0% of contract/valuation price above \$10,000.00 plus surcharge (.0005 times contract/valuation)	
	iii. Minimum	\$65.00
	iv. Residential- New Construction	\$90.00
	v. Residential- Remodel	\$45.00
s.	Miscellaneous Commercial Mechanical	

- i. Refrigeration, piping, fuel tanks, etc. 1.5% of contract/valuation price
 - ii. Minimum \$70.00
- t. Re-inspection and/or plan review
 - i. Minimum 1 hour \$55.00/hour
- u. Re-Roof, Re-Side, Re-deck, and Retaining Walls over 4 feet high
 - i. Residential \$70.00
 - ii. Commercial \$150.00
- v. Inspections after hours (weekends, Holidays)
 - i. Only if an inspector is available for requested inspection \$110.00/hour
 - ii. Minimum 1 hour
- w. Investigation fee
 - i. Whenever any work for which a permit is required by Code has been commenced without first obtaining said permit, the investigation fee shall be equal to the amount of permit fee.
- x. Single Family Home to Assisted Living Conversion, Change of Use (Commercial)
 - i. Building permit \$200.00

III. PLANNING AND ZONING

- a. Platting
 - i. *Also refer to Section IV*
 - ii. Services performed by City personnel will be billed at 2.5 times actual payroll hourly rate. Services provided by City consultant will be billed at current consultant rates.
 - iii. Sketch Plan Review- \$2,000.00 escrow for legal notices, planning, engineering and legal services provided by staff and/or consultants
 - iv. Preliminary Plat- \$500.00 per addition. In addition to the fee, a \$3,000.00 escrow is to be paid for legal notices, planning, engineering and legal services provided by staff and/or consultant.
 - v. Final Plat- \$200.00 per addition. In addition to the fee, a \$2,000.00 escrow is to be paid for planning, engineering and legal services provided by staff and/or consultants.
- b. Planned Unit Development
 - i. \$500.00 plus \$2,000.00 escrow for legal notices, planning, engineering and legal services provided by staff and/or consultants.
- c. PUD Amendment
 - i. \$500.00 plus \$2,000.00 escrow for legal notices, planning, engineering and legal services provided by staff and/or consultants.
- d. Variance
 - i. Single family (includes legal notice publications) \$500.00

- ii. All others, plus \$1,000.00 escrow for legal notices, planning, engineering, and legal services provided by staff and/or consultants \$500.00
- e. Conditional Use Permit/CUP Amendment
 - i. Single family (includes legal notice publications) \$500.00
 - ii. All others, plus \$1,000.00 escrow for legal notices, planning, engineering, and legal services provided by staff and/or consultants \$500.00
- f. Conditional Use Permit, Interim Use Permit and Variance Extension
 - i. 1st extension \$50.00
 - ii. Additional extensions \$250.00
- g. Home Occupation Permit \$100.00
- h. Interim Use Permit/IUP Amendment
 - i. Single family (includes legal notice publications) \$500.00
 - ii. All others, plus \$1,000.00 escrow for legal notices, planning, engineering, and legal services provided by staff and/or consultants \$500.00
- i. Rezoning
 - i. \$500.00 plus \$2,000.00 escrow for legal notices, planning, engineering, and legal services provided by staff and/or consultants
- j. Administrative Subdivision
 - i. \$500.00 plus all applicable dedication requirements and \$1,000.00 escrow for planning, engineering and legal services provided by staff and/or consultants
- k. Street and Easement Vacations
 - i. \$200.00 plus \$1,000.00 escrow for legal notices, planning, engineering, and legal services provided by staff and/or consultants.
- l. Zoning Ordinance Text Amendment
 - i. \$500.00 plus \$2,000.00 escrow for legal notices, planning, engineering, and legal services provided by staff and/or consultants
- m. Lot Release
 - i. \$500.00 escrow for legal notices, planning, engineering, and legal services provided by staff and/or consultants
- n. Parking Deferment
 - i. \$100.00 plus \$1,000.00 escrow for planning, engineering, and legal services provided by staff and/or consultants
- o. Comprehensive Plan Amendment
 - i. \$500.00 plus \$2,000.00 escrow for legal notices, planning, engineering, and legal services provided by staff and/or consultants

- p. Site Plan
 - i. \$100.00 plus \$1,000.00 escrow for planning, engineering, and legal services provided by staff and/or consultants
- q. Administrative Permit (per City Ordinance 11-8-3) \$100.00
- r. Cost Recovery Fee (for code enforcement activities) – per reinspection \$100.00
- s. Zoning Letter \$148.00
- t. Notice of Appeal \$500.00 escrow
- u. Annexation Application Fee \$500.00 plus \$2,000 escrow

IV. ENGINEERING

a. Platting

Sketch plan review

- i. Services performed by City personnel will be hourly and billed at 2.5 times actual payroll hourly rate applied to the Planning and Zoning escrows.

ii. Preliminary Plat

1. \$150.00/acre
2. \$500.00 minimum
3. \$3,200.00 maximum

iii. Final Plat

1. \$150.00/acre
2. \$500.00 maximum

b. Construction and As-built Construction Plan Review

Site, grading, erosion control, drainage, utility and street plan and specifications review.

Services performed by City Personnel will be hourly. A cash escrow may be required (if not collected through Planning and Zoning).

c. Wetland Conservation Act Administration (platting or non-platting action)

- i. Services performed by City Personnel will be hourly, in addition to the minimum fee, if a higher than average amount of time is spent on the services. In addition to the below fees, an escrow will be required to fund special studies such as environmental assessment worksheets, transportation, drainage, noise impacts, indirect source permits, etc. The amount of escrow will be based on the site, complexity, diversity and location of the project

1. Wetland Delineation

- a. \$325.00 minimum fee plus any incremental hourly staff fee

2. Wetland Application

- a. \$325.00 minimum fee plus any incremental hourly staff fee

3. Wetland Appeal of Notice of Decision

- a. \$300.00 minimum fee plus any incremental hourly staff fee

d. General Engineering

i. Developer Installed improvements

1. Engineering administration- 3.0% of project construction cost (assuming normal construction conditions and projection scheduling) or 3.25% if security is in the form of a cash disbursement agreement
2. As-built update fee- Services performed by City's consultants will be based on consultant's hourly fee. Services performed by City personnel will be hourly and billed at 2.5 times staff hourly rate.
3. Construction, grading/erosion control, final acceptance, and warranty inspection (hourly as charged by City's consultant). Services performed by City personnel will be hourly and billed at 2.5 times actual payroll hourly rate
4. MS4 Administration Fee- 2.0% of project grading cost
5. Property Data and Asset/Infrastructure management fee (GIS fee)- preparation of record construction drawings and city base map updating
 - a. \$90.00 parcel/lot

ii. City installed improvements (non-development)

1. Engineering contract administration- 2.0% to 3.0% of project construction cost (depending on project)
2. As-built update fee- Services performed by City's consultants will be based on consultant's hourly fee. Services performed by City personnel will be hourly and billed at 2.5 times staff hourly rate.
3. Feasibility report- Services performed by consultants will be based on consultant's hourly rate. Services performed by City personnel will be hourly and billed at 2.5 times staff hourly rate
4. Design- Services performed by consultants will be based on consultant's hourly rate. Services performed by City personnel will be hourly and billed at 2.5 times staff hourly rate
5. Construction observation and final inspection- Services performed by consultants will be based on consultant's hourly rate. Services performed by City personnel will be hourly and billed at 2.5 times staff hourly rate

V. CONNECTION CHARGES AND OTHER DEVELOPMENT FEES

- a. Storm Sewer Charge (storm water management infrastructure)
 - i. Single Family Residential \$0.178/sq. ft.
 - ii. Multi-Family Residential \$0.198/sq. ft.
 - iii. Commercial and Industrial \$0.250/sq. ft.
- b. Environmental Resources Fee (stormwater maintenance)
 - i. Single Family Residential
 1. New subdivisions, as part of development contracts; one-time fee of \$14.79 x 4 quarters (\$59.16/dwelling unit)
 - ii. Multi-Family Residential
 1. As part of development contracts; one-time fee of \$14.79 x 4 quarters x # of residential units x utility factor
 - iii. Commercial and Industrial,
 1. As part of development contracts; one-time fee of \$14.79 x 4 quarters x commercial/industrial residential equivalent utility factor x # acres
- c. Crystal Lake Surcharge (Crystal Lake Watershed only, storm water management infrastructure)
 - i. Single Family Residential \$0.0134/sq. ft.
 - ii. Multi-Family Residential \$0.0153/sq. ft.
 - iii. Commercial and Industrial \$0.0195/sq. ft.
- d. Lateral Watermain Charge (adjacent non-assessed existing watermain)
 - i. Residential \$41.00 per Front Foot plus \$408.00 per service
 - ii. Non-Residential \$48.00 per Front Foot plus \$408.00 per service
- e. Lateral Sanitary Sewer Charge (adjacent non-assessed existing sanitary sewer)
 - i. Residential and Non-Residential \$41.50 per Front Foot plus \$418.00 per service
- f. Sanitary Sewer Availability Charge \$327.00 per unit
- g. Sanitary Sewer Connection Charge \$825.00 per unit
- h. Watermain Unit Charge – (paid with building permit) funds water infrastructure

- i. Residential- \$4,100.00 per unit
- ii. High Density, Commercial, Industrial \$2,050.00 per unit
- i. Park Dedication Fees
 - i. High Density Residential \$3,133.00 per dwelling unit
 - ii. Medium Density Residential \$4,087.00 per dwelling unit
 - iii. Low Density Residential \$6,007.00 per dwelling unit
 - iv. Commercial \$9,761.00 per acre
 - v. Industrial \$5,783.00 per acre
- j. Tree preservation fee in lieu of replacement \$175 per diameter inch of replacement

Ordinance shall be effective January 1, 2026.

Adopted by the Lakeville City Council this 1st day of December 2025.

CITY OF LAKEVILLE

By: Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

SUMMARY OF ORDINANCE NO. _____

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

An Ordinance Adopting a Fee Schedule

This ordinance prescribes fees sufficient to defray the costs incurred by the City of Lakeville in reviewing, investigating and administering applications from the amendment to an official control established pursuant to Minnesota Statutes Sections 462.351 to 462.364 and applications for permits or approvals required under an official control established pursuant to those sections.

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

APPROVED FOR PUBLICATION by the Lakeville City Council this 1st day of December 2025.

CITY OF LAKEVILLE

By: Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. _____

Resolution Adopting the Fee Schedule

BE IT RESOLVED that the attached 2026 Fee Schedule is hereby approved effective for all revenues received after January 1, 2026.

ADOPTED by the Lakeville City Council this 1st day of December 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 10/27/2025 Revised for 12/1/25 meeting with two changes in green text.

2026 Proposed Fee Schedule

Proposed Action:

Staff is seeking direction from the Council regarding planned/proposed changes to City fees.

Overview

Annually staff reviews the fee schedule as part of the budget process and makes recommendations to the City Council for changes or additions as needed. The goal of fee changes is to recover our best estimate of costs incurred by the City in providing services. The Council is required to announce the time and place of the council meeting at which the 2026 official fee schedule would be discussed, and which would allow for stakeholder input. A public hearing as required by State Statute 462.353 is being held on December 1, 2025. The requirements to adopt a fee schedule set out in Minnesota Statute 462.353 subd. 4 will be met at the December 1, 2025 Council meeting.

The public hearing will allow citizens and other interested parties to voice their opinions regarding the fees and charges. The input received from the October 27th work session and public hearing on December 1st will be incorporated into the 2026 Official Fee Schedule.

The 2026 Official Fee Schedule will be incorporated into the City Code with an effective date of January 1, 2026 unless noted otherwise. New fees, including fees that have historically been charged but haven't been reflected on the fee schedule, and proposed changes are indicated in the table on the attachment alongside their present amount. Please see the explanation for proposed changes below.

Attachments:

- 1) Proposed Fee Schedule Changes

From: Julie Stahl, Finance Director

2026 PROPOSED FEE SCHEDULE CHANGES*

City of Lakeville

*This schedule only includes the proposed changes/additions to fees, and is not the full fee schedule.

ITEM/ACTIVITY		2025 Fee	Proposed 2026 Fee
Connection Charges and Development Fees			
1 Park Dedication Fee			
Residential (High-Density)		\$3,042 per dwelling unit	\$3,133 per dwelling unit
Residential (Medium-Density)		\$3,968 per dwelling unit	\$4,087 per dwelling unit
Residential (Low-Density)		\$5,832 per dwelling unit	\$6,007 per dwelling unit
Commercial		\$9,477 per acre	\$9,761 per acre
Industrial		\$5,615 per acre	\$5,783 per acre
2 Tree Preservation Fee			
Tree Replacement Fee in lieu of replacement		n/a- new fee in 2026	\$175 per diameter inch of replacement
Engineering Charges			
3 Engineering and Construction Services Staff Services			
City Engineer		\$203.00	\$210.00
Assistant City Engineer		\$181.00	\$187.00
Senior Project Engineer		\$171.00	\$176.00
Project Engineer		\$152.00	\$157.00
Civil Engineer		\$128.00	\$132.00
Graduate Engineer		\$114.00	\$117.00
GIS Manager		\$144.00	\$148.00
GIS Analyst		\$114.00	\$117.00
Environmental Resources Manager		\$152.00	\$157.00
Environmental Resources Specialist		\$121.00	\$124.00
Environmental Resources Technician		\$107.00	\$111.00
City Forester		\$144.00	\$148.00
Forester Technician		\$96.00	\$98.00
Administrative Assistant		\$96.00	\$98.00
Public Works Coordinator		\$181.00	\$187.00
Construction Services Superintendent		\$171.00	\$176.00
Senior Construction Representative		\$128.00	\$132.00
Construction Representative		\$114.00	\$117.00
General Government services			
Copies (Provided in electronic format when possible)			
4 -CDs/DVDs-		No Charge	No Charge
Licenses			
Other license fees			
5 THC Licenses-		\$150.00	\$150.00
Parks & Recreation- Shelter/Buildings			
6 Outdoor Park Shelter Rental Fees			
Resident			
Half Day		\$70.00	\$80.00
Full Day		\$100.00	\$110.00
Non-Resident			
Half Day		\$90.00	\$110.00
Full Day		\$150.00	\$160.00
Antlers Park Shelter A Rental Fees			
Resident			
Half Day		\$120.00	\$140.00
Full Day		\$150.00	\$170.00
Non-Resident			
Half Day		\$140.00	\$180.00
Full Day		\$200.00	\$230.00
Antlers Park Shelters B & C Rental Fees			
Resident			
Half Day		\$90.00	\$100.00
Full Day		\$120.00	\$130.00
Non-Resident			
Half Day		\$110.00	\$130.00
Full Day		\$170.00	\$190.00
Ed Mako ELC Rental Fees			

Resident		\$35/hr, 2 hour minimum \$200 refundable deposit	\$45/hr, 2 hour minimum \$200 refundable deposit
Non-Resident		\$45/hr, 2 hour minimum \$200 refundable deposit	\$55/hr, 2 hour minimum \$200 refundable deposit
Other shelter-related fees			
7	Key-Rental	\$25.00 refundable deposit	\$25.00-refundable deposit
Parks & Recreation- Field Rental fees			
8	Baseball, Softball and Athletic Deck (per field/deck, per hour) ^{1,2} (Groups 2 and 3- field rental fee is waived for regular season league play and tournaments)	Group 2- \$10 Group 3-\$12 Group 4- \$14 Group 5- \$16	Group 2- \$15 Group 3-\$17 Group 4- \$19 Group 5- \$21
9	Grand Prairie baseball field stadium		\$150/game
10	Aronson Park ² (Softball fields 1-9, Saturday/Sunday, Tournament use)- See below for separate light fees.	Group 3-\$400 Group 4-\$500 Group 5-\$600	Group 3-\$400 Group 4-\$500 Group 5-\$600
Heritage Center			
11	Parks & Recreation Staff Services (hourly fees are associated with staff time to facilitate rentals when the building would not otherwise be open).		
	Facility Attendant	\$69.00/hour	\$78.00/hour
Arts Center			
12	Greenroom B 2 hour minimum rental time 25% discount available for Community Theater events advertised in the Playbill.	n/a- new fee in 2026	\$20.00/hour \$15.00/hour with theater rental
Permits			
Plan Check Fees (Adopted by Ordinance)			
13	65% of building permit fee for permits with valuations greater than \$10,000 except residential permits with less than \$10,000 valuation.		
Electrical Permits (Adopted by Ordinance)			
	Residential - Minimum repairs and alterations (one trip)	\$40.00	\$55.00
	Residential - Additions, remodels, lower levels (two trips)	\$80.00	\$110.00
	Residential - New installation (up to three trips)	\$135.00	\$220.00
	Commercial	1.5% of contract/valuation price up to \$10,000 and 1.0% of contract/valuation price above \$10,000 *Minimum fee \$40.00	1.5% of contract/valuation price up to \$10,000 and 1.0% of contract/valuation price above \$10,000 *Minimum fee \$55.00
	Additional trip charge	\$40.00	\$55.00
Manufactured Home Inspections (Adopted by Ordinance)			
	Separate permit for electrical hookup	\$40.00	\$55.00
15	Single Family Home to Assisted Living Conversion, Change of Use (Commercial) (Adopted by Ordinance)		
	Building permit	\$200.00	\$200.00
16	Demolition (Adopted by Ordinance)		
	All structures other than residential accessory	\$50.00	\$70.00
Planning & Zoning			
Other planning and zoning fees			
17	Zoning Letter	\$130.00	\$148.00
18	Planning and Zoning Staff Services (hourly fees)		
	Code Enforcement Officer	\$107.00	\$111.00
	Senior Planner	\$144.00	\$148.00
	Planning Manager	\$192.00	\$198.00
	Community Development Director	\$229.00	\$235.00
Public Safety			
19	Response fees/fire		
	Gas line encroachment (vehicle charge only; staff costs to be separately added)	\$173.00/hr	\$178.00/hr
	Extinguish illegal burning (includes recreational fire)- vehicle charge only; staff costs to be separately added	\$173.00/hr	\$178.00/hr
20	Fire department contract services	\$58.00/hr/person	\$60.00/hr/person
21	Other public safety charges		
	Fire inspection services (provided to other cities)		
	Regular time	\$113.00/hour	\$115.00/hour
	Overtime	\$139.00/hour	\$141.00/hour

Police and Fire Staff Services (hourly fees)		
Police Officers	\$121.00	\$125.00
Community Service Officers	\$58.00	\$60.00
Fire Chief	\$228.00	\$235.00
Assistant Fire Chief	\$181.00	\$186.00
Fire Captain	\$123.00	\$133.00
Firefighter (FT)	\$97.00	\$105.00
22 FIRST Center- General Facility Pricing*		
*All training requires 4-hour segment rental agreements. Rates are for public safety professionals unless specifically noted that they are open to the public.		
Mats Room (Defensive Tactics)	n/a- new in 2026	\$260/day
Full classroom (114 seats)	n/a- new in 2026	\$500/day
Half classroom (57 seats)	n/a- new in 2026	\$250/day
50-yd Shooting Range	n/a- new in 2026	\$235/hr
25-yd Shooting Range	n/a- new in 2026	\$235/hr
Virtual Reality	n/a- new in 2026	\$100/hr
RBT - Indoor & Outdoor	n/a- new in 2026	\$525/day
FIRST Center- Fire Training Facility Pricing		
Reality-Based Training Areas	n/a- new in 2026	\$525/day
- Includes flexible wall system, customizable environments (including smoke) - Training Elements include: < Ladder rescue drills - balcony, windows and rooftop < Ground ladder training < SCBA confidence course < Search & rescue- Training		
Public Works		
23 Streets and Parks staff services (per hour) (Hourly fees are typically charged in cases where FEMA is involved, or if City staff assists another community/agency in an emergency situation). Fees may be billed based on the titles below or any changes to the position titles during the year.		
Part-time seasonal	\$39.00	\$49.00
Service Tech	\$101.00	\$104.00
Maintenance II	\$101.00	\$104.00
Lead Maintenance	\$119.00	\$122.00
Lead Service Tech	\$119.00	\$122.00
Fleet, Streets, Parks Supervisor	\$144.00	\$148.00
Superintendent	\$171.00	\$176.00
Administration	\$96.00	\$98.00
*See Engineering section for Construction Services staff rates.		
Utilities staff services (per hour) (Hourly fees are typically charged in cases where FEMA is involved, if City staff assists another community/agency in an emergency situation, or for water disconnection/reconnection or other service call). Fees may be billed based on the titles below or any changes to the position titles during the year.		
Part-time seasonal	\$39.00	\$49.00
Maintenance I	\$76.00	\$78.00
Maintenance II	\$101.00	\$104.00
Lead Maintenance	\$119.00	\$122.00
Supervisor	\$144.00	\$148.00
Superintendent	\$181.00	\$187.00
Administration	\$96.00	\$98.00
24 Equipment Use Fees (per hour) (Hourly fees are typically charged in cases where FEMA is involved, or if City staff assists another community/agency in an emergency situation). Staff fees to be added separately.		
Loader 950	\$94.00	\$94.00
Loader 938	\$75.00	\$116.00
Loader 908	\$50.00	\$83.00
Motor Grader	\$160.00	\$160.00
Dump Truck Tandem	\$75.00	\$100.00
Dump Truck Tandem w/Plow Equipment	\$100.00	\$133.00
Dump Truck Single Axle	\$55.00	\$75.00
Dump Truck Single Axle w/Plow Equipment	\$80.00	\$108.00
Walk Behind Striper	\$6.00	\$13.00
Air Compressor	\$18.00	\$27.00
Street Sweeper	\$184.00	\$95.00
Tanker Truck	\$44.00	\$66.00
Ditch Mower	\$50.00	\$70.00

	Fork Lift	\$18.00	\$24.00
	Tractor Backhoe	\$91.00	\$110.00
	Mini Excavator	\$50.00	\$57.00
	Other public works fees		
25	Valve replacement (fee includes cost of the valve and staff time to replace the valve; typically completed only as needed at the time of water meter replacement)	\$45.00 per valve replacement	\$46.00 per valve replacement
26	SEWER USAGE RATES- Quarterly Charges		
	Residential, Apartments and Manufactured Homes		
	<i>(Apartment & Manufactured Homes Base charge and consumption limits are multiplied by the # of units at the time the meter is read)</i>		
	Base Charge- per dwelling unit, per quarter	\$11.34	\$11.68
	Usage Charge	\$5.62/1000 Gal	\$5.79/1000 Gal
	- Based on actual consumption during the first or second quarter of the year, depending on location within the City, or actual water consumption during the billing period. - When an account is newly established, the maximum sewer usage charge shall be set at 18,000 gallons. Sewer for the remainder of the year will be set at this figure or actual usage, whichever is less. - Residential customers shall be billed for a minimum of 5,000 gallons per quarter. - For apartments and manufactured homes served by a single meter, the usage charge is determined by dividing the total gallons of water by the # of units.		
	Flat rate- per dwelling unit, per quarter shall be charged to those residential customers who do not have metered water.	\$112.50	\$115.90
	Commercial, Industrial and Institutional		
	Base Charge- per account, per quarter	\$11.34	\$11.68
	Usage Charge	\$5.62/1000 Gal	\$5.79/1000 Gal
	- Based on actual consumption during the first quarter of the year, or actual water consumption during the billing period, whichever is less - When an account is newly established, the maximum sewer usage charge shall be set at 18,000 gallons. Sewer for the remainder of the year will be set at this figure or actual usage, whichever is less. - Industrial, Institutional, and Commercial customers shall be billed for a minimum of 5,000 gallons per quarter.		
27	WATER USAGE RATES- Quarterly Charges		
	Residential, Apartments and Manufactured Homes		
	Base Charge- per dwelling unit, per quarter	\$10.92	\$11.58
	Usage Charge		
	Based on actual metered gallons consumed each quarter		
	Tier 1- up to 6,000 gallons per quarter	1.42/1000 Gal	1.51/1000 Gal
	Tier 2- over 6,000 gallons up to 15,000 gallons per quarter (additional 9,000 gallons max)	1.58/1000 Gal	1.67/1000 Gal
	Tier 3- over 15,000 gallons up to 30,000 gallons per quarter (additional 15,000 gallons max)	3.05/1000 Gal	3.23/1000 Gal
	Tier 4- over 30,000 gallons per quarter	5.35/1000 Gal	5.67/1000 Gal
	Irrigation sprinkler meters	5.35/1000 Gal	5.67/1000 Gal
	Commercial, Industrial and Institutional		
	Base Charge- per account, per quarter	\$10.92	\$11.58
	Usage Charge		
	Based on actual metered gallons consumed each quarter		
	Tier 1- up to 6,000 gallons per quarter	1.42/1000 Gal	1.51/1000 Gal
	Tier 2- over 6,000 gallons up to 15,000 gallons per quarter (additional 9,000 gallons max)	1.58/1000 Gal	1.67/1000 Gal
	Tier 3- over 15,000 gallons up to 30,000 gallons per quarter (additional 15,000 gallons max)	3.05/1000 Gal	3.23/1000 Gal
	Tier 4- over 30,000 gallons per quarter	5.35/1000 Gal	5.67/1000 Gal
	Irrigation sprinkler meters	5.35/1000 Gal	5.67/1000 Gal
	Bulk Water Accounts		
	Usage Charge	\$6.36/1000 Gal	\$6.74/1000 Gal
	Based on actual metered gallons consumed each quarter		
	OTHER UTILITY FEES		
28	Out of Cycle Meter Read (during normal business hours only)		
	First and second out of cycle meter read	no charge	no charge
	Third and subsequent out of cycle meter reads	\$72.00/visit	\$74.00/visit
	Special meter read for tenant/owner changes	\$72.00/visit	\$74.00/visit
29	Testing of Water Meters (only if meter tests correct, in accordance with Ordinance 7-5-4-6)		
	5/8" to 1"	\$68.00	\$84.00
	1 1/4" to 2"	\$94.00	\$108.00
30	Water Disconnection, Reconnection or other Service Call		
	During normal business hours	\$72.00/visit	\$74.00/visit
	After normal business hours	\$178.00/visit	\$206.00/visit
	Other		

31	MN State water supply service connection fee (state testing fee)	\$2.43/quarter/connection	\$3.81/quarter/connection
32	Monthly new customer list- electronic	n/a- new in 2026	\$60.00/year
33	Mini Manhole Cover plus installation *Includes cost of mini manhole plus an additional 15% for staff administrative processing time, and staff time to install (including staff use of City patch truck).	Actual cost of mini manhole cover + 15%; plus \$286 for installation	Actual cost of mini manhole cover + 15%; plus \$294 for installation
34	Late payment penalty charge- per month	Greater of 1.5%/month or \$5.00	Greater of 1.5%/month or \$1.00
35	STREET LIGHTS		
	Utility accounts served by water and/or sanitary sewer		
	Residential and multiple family units	\$10.12/dwelling unit/quarter	\$10.63/dwelling unit/quarter
	Commercial, Industrial and Institutional	\$0.2832/front foot/quarter	\$0.2974/front foot/quarter
	New subdivisions, as part of development contract	\$40.48/residential dwelling unit	\$42.52/residential dwelling unit
	Utility accounts NOT served by water and/or sanitary sewer shall be billed annually		
	Residential and multiple family units	\$40.48/dwelling unit	\$42.52/dwelling unit
	Manufactured homes and Manufactured Home Parks	No charge	No charge
36	ENVIRONMENTAL RESOURCES FEE (stormwater maintenance)		
	Utility accounts served by water and/or sanitary sewer		
	-Single family (residential equivalent utility factor) Environmental Resources Fee	\$15.38/dwelling unit/quarter	\$16.00/dwelling unit/quarter
	Utility accounts NOT served by water and/or sanitary sewer		
	Utility accounts not served by water and/or sanitary sewer shall be billed annually.		
	-Residential equivalent utility factor Environmental Resources Fee	\$61.52/dwelling unit/year	\$64.00/dwelling unit/year
	Other		
	New subdivisions, as part of development contracts; one-time fee	\$61.52/dwelling unit	\$64.00/dwelling unit

Explanations of Fee Changes- Changes since Oct 27th worksession reflected in green text.

1. The residential, commercial, and industrial park dedication fees are proposed to increase by 3% as of January 1, 2026, to coincide with the increase in estimated market value of unplatted land.
2. Addition of a tree replacement fee in lieu of replacement. The City Council recently approved an updated Tree Preservation Ordinance that requires replacement if tree removal exceeds allowed removal thresholds. If a site cannot accommodate the required tree replacement, a fee in lieu of replacement will be accepted at \$175 per diameter inch of replacement.
3. Revised the staff hourly fees to reflect estimates for 2026 cost of living adjustments. Consistent with prior years, the rates are calculated using 2.5 times payroll costs (to account for benefit and other indirect costs).
4. Removed the line item to provide CD/DVD copies, because the City no longer has a method by which to provide these. Instead, electronic copies are typically provided by flash drive or posting files online, and the line item for electronic copies covers this method.
5. Removed the THC Licenses fee. The City is no longer able to license for THC since that is now run through the Office of Cannabis Management at the State.
6. Increased the rates for several shelter/building rentals in accordance with market rates and to support cost recovery for staff time and building/shelter maintenance costs. [Some rates revised since October 27th work session to reflect recent comparisons to nearby cities.](#)
7. Removed the key rental fee because we now use the Proxess system instead of checking out keys.
8. Increased the field rental fees in accordance with market rates and to ensure we are recovering staff costs/field maintenance costs.
9. Added a new rental fee for the Grand Prairie Baseball Field Stadium that will be opening in 2026.
10. Removed the field rental fees specific to Aronson Park as they will instead follow the overall field rental fees.
11. Revised the staff hourly fees to reflect estimates for 2026 cost of living adjustments. Consistent with prior years, the rates are calculated using 2.5 times payroll costs (to account for benefit and other indirect costs).
12. Added a new fee for the Greenroom B at the Arts Center, which recently become available to rent after moving pottery to the Fine Arts building, and after it was remodeled to accommodate performance groups.
13. Amended the verbiage of the plan check fees to charge the fee on commercial permits with valuations less than \$10,000, which require staff time for inspections and plan review time.
14. Updated electrical permit fees to reflect increases made at the State level.
15. Added Change of Use (Commercial) building permit fee at the same rate as the fee for Single Family Home to Assisted Living Conversion building permit fee. This fee is used to cover staff costs of a site inspection, any necessary code updates that affect life safety or accessibility, perform a reinspection if needed, and process a new certificate of occupancy.
16. Increased the demolition fee permit to be the same as other City minimum permit fees.
17. Increased cost of providing a zoning letter to reflect the same hourly fee for the Senior Planner staff rate, to assist the City in recovering its costs in providing the letter.
18. Revised the staff hourly fees to reflect estimates for 2026 cost of living adjustments. Consistent with prior years, the rates are calculated using 2.5 times payroll costs (to account for benefit and other indirect costs).

19. Increased the response/fire fees if gas line encroachment and extinguish illegal burning to reflect increases in costs to perform these activities.
20. Increased the Fire department contract services rate from \$58/hour to \$60/hour to account for increases in payroll costs, and other fire response fees to account for increases in staff costs.
21. Increased the Public Safety Staff Services fees (Police Officers, Community Service Officers, Fire Chief, Assistant Fire Chief, and Fire inspection services fees) for estimated 2026 cost of living adjustments, the goal being to ensure City costs are recovered for when these services are billed.
22. Added fees for the FiRST Center, which is currently under construction and expected to open during 2026. Currently excluded is a fee for public use of the shooting range, which is planned to be brought to Council during 2026 after input from the future FiRST Center Manager and additional research on pricing and times for the public access to the range.
23. Revised the staff hourly fees to reflect estimates for 2026 cost of living adjustments. Consistent with prior years, the rates are generally calculated using 2.5 times payroll costs (to account for benefit and other indirect costs).
24. Adjusted various equipment use fees and equipment descriptions to match the most recent FEMA schedule. Removed the Loader 950 since the City no longer has that equipment.
25. Adjusted the fee for valve replacement from \$45/valve to \$46/valve to account for changes in both staff and valve costs.
26. Sewer rates are proposed to increase to cover infrastructure improvements on lift stations in the 2026-2030 Capital Improvement Plan, as well as an 8.3% increase in the MCES charges, which are not controllable by the City. The recommended increase is a \$0.34 per quarter for the basic sewer charge and \$0.17 per thousand gallons of discharge. For the average residence using 15,000 gallons, the increase in the quarterly bill will be \$2.95. More detail is provided in the October 27th Utility Budget/Rate memo.
27. Water rates are proposed to increase to cover infrastructure improvements as proposed in the 2026-2030 Capital Improvement Plan, as well as cost increases for normal operating expenses. The recommended increase is \$0.66 per quarter for the basic water charge and \$0.09 per thousand gallons of consumption (tier 1), \$0.09 per thousand gallons of consumption (tier 2), \$0.18 per thousand gallons of consumption (tier 3), and \$0.32 per thousand gallons of consumption (tier 4 and irrigation sprinklers). For the average residence using 15,000 gallons of water, the increase in the quarterly bill will be \$2.01. More detail is provided in the October 27th Utility Budget/Rate memo.
28. Increased the fee for third and subsequent out of cycle meter reads, and the special meter read for tenant/owner changes to be \$74/visit, consistent with the utility service call fees (during normal business hours).
29. Increased the water meter testing fees to ensure we are recovering costs incurred on water meter testing.
30. The water service call fees are proposed to be increased from \$72/visit to \$74/visit for calls during normal business hours and from \$178/visit to \$206/visit for service calls after normal business hours. The purpose of these increases is to better reflect the actual costs incurred by the City in performing the service calls. These fees are charged for water disconnection, water reconnection, other service calls, and for meter reading of customers who have opted out of the radio-read type meters (meter must be read manually). The after-business hours charge is higher due to the minimum 2.5 hours paid to staff for after-hours work per the union contract.

31. The State of Minnesota water supply service connection fee is increasing from \$9.72 to \$15.22 per service connection per year, effective January 1, 2026. The City includes one quarter of the annual fee on each quarterly customer bill, and then remits those amounts to the State. Thus, the fee included on City water bills is increasing from \$2.43 per quarter per connection to \$3.81 per quarter per connection. This fee is not controlled by the City. It is collected by the City from customers and then sent to the State of Minnesota.
32. Added fee to compensate for employee's time to prepare and send a new customer list monthly to individuals/organizations as requested. Charging a fee is consistent with other cities in the metro area.
33. Increased fees for mini manhole cover installation to ensure we are recovering costs incurred in providing these services (increase due to increase in staff costs).
34. Updated the late payment charge for utility bills to match state statute, with a fee of the greater of 1.5%/month or \$1.00.
35. Street Light rates are proposed to increase to cover costs projected in the 2026-2030 Capital Improvement Plan, as well as normal operating increases. The recommended increase is a \$0.51 per quarter for the quarterly fee. More detail is provided in the October 27th Utility Budget/Rate memo.
36. Environmental Resources rates are proposed to increase to cover costs projected in the 2026-2030 Capital Improvement Plan, as well as normal operating increases. The recommended increase is a \$0.62 per quarter for the quarterly fee. More detail is provided in the October 27th Utility Budget/Rate memo.

2026 FEE SCHEDULE



CITY OF LAKEVILLE



FEE SCHEDULE

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Note: Sales taxes will be added to fees wherever applicable.

Connection Charges and Development Fees (Adopted by Ordinance)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Connection Charges and Development Fees (All adopted by ordinance with the exception of the MCES SAC unit charge)	
Storm Sewer Charge (stormwater management infrastructure)	
Residential (Single-Family)	\$0.178/sq ft
Residential (Multi-Family)	\$0.198/sq ft
Commercial and Industrial	\$0.250/sq ft
Crystal Lake Surcharge (Crystal Lake Watershed Only, stormwater management infrastructure)	
Residential (Single-Family)	\$0.0134/sq ft
Residential (Multi-Family)	\$0.0153/sq ft
Commercial and Industrial	\$0.0195/sq ft
Lateral Watermain Charge (adjacent non-assessed existing watermain)	
Residential	\$41.00 per front foot plus \$408 per service
Non-Residential (12" Pipe or Larger)	\$48.00 per front foot plus \$408 per service
Lateral Sanitary Sewer Charge (adjacent non-assessed existing sanitary sewer)	
Residential and Non-Residential	\$41.50 per front foot plus \$418 per service
Watermain Unit Charge (paid with building permit, water infrastructure)	
Residential (Low-Density, Medium-Density)	\$4,100 per unit
Residential (High Density), Commercial and Industrial	\$2,050 per unit
Park Dedication Fee	
Residential (High-Density)	\$3,133 per dwelling unit
Residential (Medium-Density)	\$4,087 per dwelling unit
Residential (Low-Density)	\$6,007 per dwelling unit
Commercial	\$9,761 per acre
Industrial	\$5,783 per acre
Sanitary Sewer Fees	
Sanitary Sewer Availability Charge	\$327.00 per unit
Sanitary Sewer Connection Charge (paid with building permit- sanitary sewer infrastructure)	\$825.00 per unit
M.C.E.S. Sac Unit (Established by MCES) (paid with building permit)	\$2,485 per unit
Tree Preservation Fee	
Tree Replacement Fee in lieu of replacement	\$175 per diameter inch of replacement

Engineering Charges (Adopted by Ordinance)

Includes GIS, Environmental Resources, Construction Services and Forestry
City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Engineering Charges	
Planning and Community & Economic Development Applications	
Planning applications (non-plat) reviewed for engineering conformance to Subdivision and Zoning Ordinance requirements. Services performed by City Personnel will be hourly and applied to the application escrow.	Hourly fee for staff time
Preliminary Plat	\$150.00/acre \$500.00 minimum/\$3,200.00 maximum
Final Plat	\$150.00/acre \$500.00 maximum
Construction and Asbuilt Construction Plan Review	
'Plans reviewed for engineering conformance to Construction Standard Specifications. Services performed by City Personnel will be hourly and applied to the application escrow.	Hourly fee for staff time
Wetland Conservation Act Administration	
Applications reviewed for conformance in administering the Wetland Conservation Act. Services performed by City Personnel will be hourly, in addition to the minimum fee, if a higher than average amount of time is spent on the services.	See below for fees
In addition to the below fees, an escrow will be required to fund special studies such as environmental assessment worksheets, transportation, drainage, noise impacts, indirect source permits, etc. The amount of escrow will be based on the site, complexity, diversity and location of the project.	
Wetland Delineation	\$325.00 Minimum fee plus any incremental hourly staff fee
Wetland Application	\$325.00 Minimum fee plus any incremental hourly staff fee
Wetland Appeal of Notice of Decision	\$300.00 Minimum fee plus any incremental hourly staff fee
General Engineering charges	
Developer Installed Public Improvements	
Engineering Administration (*assumes normal construction conditions and project scheduling). Includes public infrastructure and grading of public stormwater management requirements.	3.0% of project construction cost* or 3.25% if security in the form of a cash disbursement agreement.
Asbuilt update fee- Services performed by City's consultants will be based on consultant's hourly fee.	Services performed by consultants will be based on consultant's hourly rate. Services performed by City personnel will be hourly and billed at 2.5 times staff hourly rate.
Construction Observation/Inspection. Includes public infrastructure, grading/erosion control, final acceptance and warranty. Services performed by City's consultants will be based on consultant's hourly fee.	Services performed by City personnel will be hourly and billed at 2.5 times actual payroll hourly rate.
MS4 Administration Fee	2.0% of project grading cost
Property Data and Asset/Infrastructure Management Fee (GIS Fee). Preparation of addressing, property data, record construction drawings and city base map updating.	\$90.00 parcel/lot

Engineering Charges (continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Engineering Charges (continued)	
City Installed Public Improvements (non-development)	
Engineering Administration	2.0%-3.0% of project construction cost
Asbuilt update fee- Services performed by City's consultants will be based on consultant's hourly fee.	Services performed by consultants will be based on consultant's hourly rate. Services performed by City personnel will be hourly and billed at 2.5 times staff hourly rate.
Feasibility report- Services performed by City's consultants will be based on consultant's hourly fee.	Services performed by consultants will be based on consultant's hourly rate. Services performed by City personnel will be hourly and billed at 2.5 times staff hourly rate.
Design- Services performed by City's consultants will be based on consultant's hourly fee.	Services performed by consultants will be based on consultant's hourly rate. Services performed by City personnel will be hourly and billed at 2.5 times staff hourly rate.
Construction Observation/Inspection- Services performed by City's consultants will be based on consultant's hourly fee.	Services performed by consultants will be based on consultant's hourly rate. Services performed by City personnel will be hourly and billed at 2.5 times staff hourly rate.
Publications	
*See General Government Services section for map fees and copy costs.	
Comprehensive Plans and Studies.	Available on City website.
Engineering and Construction Services Staff Services	
(Hourly fees are associated with staff time on City/County capital improvement projects, City and Developer-Installed Public Improvement Projects and planning applications (preliminary and final plat engineering review excluded). Fees may be billed based on the titles below or any changes to the position titles during the year.	
City Engineer	\$210.00
Assistant City Engineer	\$187.00
Senior Project Engineer	\$176.00
Project Engineer	\$157.00
Civil Engineer	\$132.00
Graduate Engineer	\$117.00
GIS Manager	\$148.00
GIS Analyst	\$117.00
Environmental Resources Manager	\$157.00
Environmental Resources Specialist	\$124.00
Environmental Resources Technician	\$111.00
City Forester	\$148.00
Forester Technician	\$98.00
Administrative Assistant	\$98.00
Public Works Coordinator	\$187.00
Construction Services Superintendent	\$176.00
Senior Construction Representative	\$132.00
Construction Representative	\$117.00

General Government Services

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
General Government services	
Antenna tower rental	
Tenant's Leasing Space Rates (lease agreements are negotiated pursuant to rates, but subject to circumstances, technology, available space, etc).	Negotiated
Cellular equipment modification process on city monopoles and water towers	
Plan Submittal:	
Cellular companies or their representatives must submit detailed plans and specifications outlining the proposed modifications. The information must be submitted to the City of Lakeville Administration Department.	
Plan Review:	
Upon receipt of the information the City will:	
1) Determine if a structural analysis of the monopole or water tower needs to be completed. If so, the plans will be sent to the City's consultant to obtain cost estimates for a structural analysis and for performing the plan review and inspection services	Determined by Engineering Firm
2) The estimates will be provided to cellular company representatives and an escrow to cover the costs of the consulting services must be submitted to the City prior to the consultant commencing the work.	Determined by Engineering Firm
3) The City will also determine if:	
Amendments are required to the site lease agreement	Determined by Engineering Firm
Any Planning Department permits or approvals are required (Planning actions typically not required unless it exceeds approved antenna height)	
Review Fees:	
The cellular company or its representatives must provide payment in advance for the following:	
Consultant services as listed above	Cost
City administration fee	\$1,000.00
Attorney fee (only if a lease amendment is required)	\$500.00
Authorization to Proceed:	
The City will issue an authorization to proceed to the cellular company or its representatives:	
After receipt of approved plans and structural analysis	
After approval of a lease amendment (if required)	
NOTE: authorization to proceed is valid for 120 days or until the next carrier requests modification which may affect the results of the structural analysis – whichever is later. The process insures that all carriers are provided a reasonable amount of time to make modifications without undue or unreasonable withholding of consent by City as a result of another carriers work schedule.	
Preconstruction Meeting:	
A preconstruction meeting must be coordinated by the cellular company or its representatives with the Utilities Superintendent, the City's consultant, and the cellular company's contractors and sub-contractors.	
Building Permit:	
A separate building permit may also be required from the City in addition to the authorization to proceed.	
Building/electrical permit requirements can be obtained from the Inspections Department at 952-985-4440	
Small Wireless Facilities Application fees:	
Small Wireless Facility Application fees	\$1,000 per unit

General Government Services (continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
General Government services (continued)	
Room Rental	
Water Treatment Facility Meeting Room - Room capacity: approximately 50-75 people - Available tables/chairs: 18 2'x6' tables, 60 chairs \$200 Damage deposit required. See Water Treatment Facility Meeting Room use policies for additional details.	
Non-profit organizations, Lakeville Residents and Lakeville Businesses	\$25/hour
Non-Lakeville Residents and Businesses	\$35/hour
Copies (Provided in electronic format when possible)	
Electronic	No Charge
Less than 40 pages (black & white letter or legal size)	No Charge
40 to 100 pages of black & white, letter or legal size for Members of the Public	25¢ one-sided, 50¢ two-sided
Color copies- letter or legal size (single-sided)	\$1.00 per page
Black & White 11x17 or larger	* Map Fees apply (see below)
Data Subjects (40 pages or more)	Actual cost of making copies
Most other types of copies (<i>costs do not include employee time separating public from not public data</i>)	Actual time and material cost of searching for and retrieving data and making copies or electronically transmitting the data.
*Map Fees:	
Maps and Exhibits - 11 x 17 and 18 x 24	\$7.00/page
Maps and Exhibits - 22 x 34, 24 x 36 and 36 x 48	\$14.00/page
Other general government fees	
Faxing	No charge
Returned payments (Checks, ACH, Credit Cards, Other)	\$30.00
Stop Payment request Fee	\$10.00
Utility Customer List (electronic format)	No Charge
Merchant Fees for Debit/Credit Card Payments- All Services	Paid by Customer
Online Permit Application Fee (fee charged by software provider)	\$3.00/permit

Licenses

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Licenses	
Alcoholic Beverages (ord. 3-1)	
<i>Multiple licenses for a cocktail room, a brewpub and taproom: A single fee equal to the highest fee for a license issued.</i>	
On sale: annual sales of \$375,000 or less of alcoholic beverages	\$6,250.00
On sale: annual sales of more than \$375,000 of alcoholic beverages	\$7,000.00
Sunday liquor	\$200.00
On sale 3.2 malt liquor	\$300.00
Off sale 3.2 malt liquor	\$300.00
Temporary 3.2 malt liquor	\$50.00
Temporary Liquor	\$50.00
Wine	\$800.00
Cocktail room	\$300.00
Brewpub	\$300.00
Taproom	\$300.00
Special club:	
For a club with under 200 members	\$300.00
For a club with between 201 and 500 members	\$500.00
For a club with between 501 and 1,000 members	\$650.00
For a club with between 1,001 and 2,000 members	\$800.00
For a club with between 2,001 and 4,000 members	\$1,000.00
For a club with between 4,001 and 6,000 members	\$2,000.00
For a club with over 6,000 members	\$3,000.00
Investigation fees:	
Investigation Fee for Intoxicating Liquor, wine, 3.2 malt liquor, Special Club, Consumption and Display, Cocktail Room and Brewpub, Taproom Licenses.	\$700.00
Investigation Fee for Tobacco and THC	\$150.00
Massage therapist	\$150.00
Massage center	\$150.00
Pawn Brokers and Precious Metal Dealers	\$500.00/listed owner
Sexually Oriented Business	\$500.00
LIQUOR MEMBERSHIPS	
Wine Club Membership	\$25.00
Brew Club Membership	\$25.00
Premier Club Membership	\$45.00
Cannabis fees	
Initial Registration for Cannabis Microbusiness with a retail endorsement	\$0.00
Initial Cannabis Retail Business Registration (for retailers other than microbusinesses; first-time registration only)	\$500.00
Renewal Cannabis Retail Business Registration (annual renewal for continued operation)	\$1,000.00
Temporary Cannabis Event Review Fee (Administrative review of event registration)	\$250.00
Lower-Potency Hemp Edible Retailer Registration Fee (Applies to retailers exclusively selling lower-potency hemp edibles)	\$125.00
Dynamic Display Sign (Adopted by Ordinance)	
1. Application fee	\$100.00
2. Annual renewal fee	\$50.00
Solid Waste/Recyclable Material Collection	
1. Class A	\$425.00
2. Class B	\$425.00

Licenses (continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Licenses (continued)	
Other license fees	
Mobile food truck units	\$50.00/year
Massage Therapist	\$50.00
Massage Therapy Center	\$150.00
Consumption and Display License	\$300.00
Parades and outdoor entertainment	\$25.00
Pawn Brokers and Precious Metal Dealers	\$8,000.00
Sexually Oriented Business	\$300.00
Peddlers and transient merchants	\$50.00 annual
Fireworks- in-store sales	100.00 annual
Fireworks- temporary facility sales	\$350.00 annual
Tobacco Licenses	\$300.00

Parks & Recreation

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Parks & Recreation- General	
Memorial Bench (cost to sponsor a single memorial bench with a concrete pad)	\$1,000/bench
Parks & Recreation- Shelter/Buildings	
Outdoor Park Shelter Rental Fees	
*Rates include tax	
Resident	
Half Day	\$80.00
Full Day	\$110.00
Non-Resident	
Half Day	\$110.00
Full Day	\$160.00
John Hennen Pavilion Rental Fees	
*Rates include tax	
Resident	\$500/5-hour block \$100/additional hour \$200 refundable deposit
Non-Resident	\$580/5-hour block \$120/additional hour \$200 refundable deposit
TV-Sound System Access	\$50.00
Microphone	\$50.00
Antlers Park Shelter A Rental Fees	
*Rates include tax	
Resident	
Half Day	\$140.00
Full Day	\$170.00
Non-Resident	
Half Day	\$180.00
Full Day	\$230.00
Antlers Park Shelters B & C Rental Fees	
Resident	
Half Day	\$100.00
Full Day	\$130.00
Non-Resident	
Half Day	\$130.00
Full Day	\$190.00

Parks & Recreation (Continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Parks & Recreation- General (continued)	
Ed Mako ELC Rental Fees	
Resident	\$45/hr, 2 hour minimum \$200 refundable deposit
Non-Resident	\$55/hr, 2 hour minimum \$200 refundable deposit
Lakeville Non-Profit (including Scout Troops)	\$15/hr, 2 hour minimum \$200 refundable deposit
Enclosed Shelter Rental Fees	
• Includes Steve Michaud Park, Parkview Park, Prairie Lake	
Resident	
Enclosed Shelter	\$100.00 per day + tax
Non-Resident	
Enclosed Shelter	\$150.00 per day + tax
Other shelter-related fees	
Picnic Tables	\$5.00/day + \$150.00 refundable deposit
Buckthorn Pullers	\$200.00 refundable deposit
Snowshoe Rental	\$5.00/day + \$75.00 refundable deposit
Special Event Fees -For rental of park spaces for larger events. See the Facility User Guide for additional details. Fee includes an application fee, refundable deposit and an overall rental fee.	\$25 - application fee; \$150 refundable deposit; \$500 for rental of an entire park space including parking lot, shelters and green space.
Private Program Fees - For rental of park green spaces for recurring rentals. See the Facility User Guide for additional details. Fee includes an annual permit, a base fee for one to ten daily uses of park green space, and an additional fee per day for rentals longer than 10 daily uses.	\$25 - annual permit; \$100 1-10 daily uses of park green space; \$5 for each additional day after the first 10 day increment
Inflatable Fees- Fee charged by the City when an inflatable is used on park property. See the Facility User Guide for additional details. Note: there is an insurance waiver that must be signed and provided to the City.	\$150 refundable deposit; \$50 fee per each event
Charges for other recreational services can be obtained by contacting the Parks and Recreation Department at 952-985-4600. Cancellation/administrative fees will be applied to any cancellations per the Program/Facility Refund Policy.	

Parks & Recreation (Continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Parks & Recreation- Field Rental fees	
See separate Park Facility Usage policy for complete details and policy related to the fees enumerated below. The scheduling priority and group fees are as follows (see policy for additional details) •Group 1- All city sponsored activities and programs •Group 2- Recognized Lakeville Athletic Groups and Clubs •Group 3- Recognized Lakeville community service and civic non-profit organizations and agencies (ex- Rotary, Lions) •Group 4- Lakeville residents •Group 5- Private companies, non-resident individuals and groups.	
Baseball, Softball and Athletic Deck (per field/deck, per hour) ^{1,2} (Groups 2 and 3- field rental fee is waived for regular season league play and tournaments)	Group 2- \$15 Group 3-\$17 Group 4- \$19 Group 5- \$21
Athletic Deck striping (by request, per deck, per time)	Group 2- \$50 Group 3-\$55 Group 4- \$60 Group 5- \$70
Grand Prairie Baseball Field Stadium	\$150/game
Outdoor Hockey Rinks (with or without ice)- per hour <i>See below for separate light fees.</i>	Group 2, 3, 4- \$15 Group 5-\$25
Sand Volleyball Courts, per hour	Group 2, 3, 4- \$15 Group 5-\$25
Pickleball Courts, per hour	Group 2, 3, 4- \$15 Group 5-\$25
Light fees- Per Rink/Field, per Evening	Group 2, 3, 4- \$35 Group 5-\$45
Disc Golf Course, per day	Group 2, 3, 4- \$100 Group 5-\$200
Youth Athletic Association Participation Fee (Lakeville)	\$10 per player, per season
Youth Athletic Association Participation Fee (Non-Lakeville)	\$250 per field, per season
<i>Any other special requests/usage will be reviewed by Parks and Recreation Staff.</i>	
¹ -Decks, ball fields, standard layout per youth association regular season request	
² -City does not provide bases or nets	

Heritage Center fees

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Heritage Center	
Member/ Lakeville Resident/ Business	
Multi-Purpose Room	\$40.00 per hour
Heritage Room	\$60.00/hr, 2 hour minimum
Heritage Room and Kitchen	\$80.00/hr, 2 hour minimum
Kitchen	\$55.00 per hour
Atrium with Kitchen	\$60.00/hr, 2 hour minimum
Atrium	\$40.00/hr, 2 hour minimum
Non-Lakeville Business/ Resident	
Multi-Purpose Room	\$50.00 per hour
Heritage Room	\$70.00/hr, 2 hour minimum
Heritage Room and Kitchen	\$90.00/hr, 2 hour minimum
Kitchen	\$65.00 per hour
Atrium with Kitchen	\$70.00/hr, 2 hour minimum
Atrium	\$50.00/hr, 2 hour minimum
All other rooms	\$40.00 per hour
A la carte Items	
Epson Portable Projector	\$50.00
Portable Fender Sound System, one cordless handheld mic	\$50.00 (plus \$250 security deposit)
Heritage Room Sound System access	\$50.00
Heritage Room microphone	\$50.00
Other Heritage Center charges	
Damage Deposit	\$250.00
Late Check out fee	\$50, charged up front, and returned if out by time listed on permit. If time extends 30min. past permit time, \$200/hr
Parks & Recreation Staff Services (hourly fees are associated with staff time to facilitate rentals when the building would not otherwise be open).	
Facility Attendant	\$78.00/hour
Other	
Charges for other recreational services can be obtained by contacting the Parks and Recreation Department at 952-985-4600. Cancellation/administrative fees will be applied to any cancellations per the Program/Facility Refund Policy. Any other special/requests/reoccurring rental/usage will be reviewed by the Parks and Recreation Staff. Rental fee may be adjusted per recommendation of Parks and Recreation Department, per adopted policy.	

Arts Center Facility fees

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Arts Center	
THEATER/AUDITORIUM (Theater Seating)	
• 187-307 seats (depending on stage configuration and floor seating, including space for wheelchairs) • Rate does not include removal of stage extension. • Capacity is 307 people	
4 hour minimum rental time	\$70.00/hour for 1st 4 hours
25% discount available for Community Theater events advertised in the Playbill.	\$55.00/additional hour
THEATER/AUDITORIUM - STAGE ONLY (seating setup not included)	
• Seating setup will vary and can't be determined by the renter. • Rate does not include removal of stage extensions. • Capacity is 60 people	
4 hour minimum rental time	\$50.00/hour for 1st 4 hours
25% discount available for Community Theater events advertised in the Playbill.	\$45.00/additional hour
THEATER/AUDITORIUM (Banquet Seating)	
• Dinner seating for up to 160 (depending on stage configuration, including space for wheelchairs) • Rate does not include removal of stage extensions. • Capacity is 160 people	
4 hour minimum rental time	\$150.00/hour
25% discount available for Community Theater events advertised in the Playbill.	
Greenroom B	
• couches and other seating, mirrors, costume racks • Shelves for prop and costume storage during rental • 5 individual dressing stalls	
2 hour minimum rental time	\$20.00/hour
25% discount available for Community Theater events advertised in the Playbill.	\$15.00/hour with theater rental
Technical Services Fees	
• Individuals/organizations using the theatrical lighting or sound system must pay a per performance fee. When a sound/lights technician is needed, only LAAC trained technicians will be used. Renter must provide laptop.	
Tech booth	\$60.00/performance
Tech services	\$35.00/hour
Screen rental	\$40.00/performance
Portable Projector rental	\$40.00/performance
Stage Projector Rental	\$80.00/performance
Stage Extension Removal	\$200.00/production
Piano Fees	
Piano Rental - One performance	\$60.00
Each additional performance on one rental agreement	\$40.00
Piano Tuning Fee (Available upon request with 2 week notification)	\$115.00
Box office service	
Individuals/organizations using our ticketing services must use the City's ticketing software. Reimbursement of sales will follow the event on the City's payment schedule, not including credit card fees and ticket surcharge, which will be removed prior to payout.	\$1/ Ticket Sold
Concession sales	
Groups that choose to sell concessions during intermission will use the main lobby. If this space is inadequate and the group requests use of the Art Classroom or Kitchen, additional fees will apply.	
Bar service	
Bar service is available upon request. Additional fees may apply. Inquire for more information.	
Large Meeting Room	
• dimensions: 42' x 44', 1848 square feet • Projector Screen • sink and limited countertop space • capacity: 118 without tables, or 70 with banquet seating	
2 hour minimum rental time	\$50.00/hour for 1st 2 hours
25% discount available for Community Theater events advertised in the Playbill.	\$45.00/additional hour

Arts Center Facility fees (continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Arts Center (continued)	
Kitchen/Catering	
- Amenities: Refrigerator, microwave, stainless steel worktable, coffee maker, 3-compartment stainless steel sink, and an ice maker - NO freezer is available at the Arts Center	
Kitchen fee	\$50.00
Caterer fee (includes use of kitchen)	\$165.00
Scene Shop(Heated)	
McGuire Garage can be rented for set construction when it is available. No long-term storage is provided in the garage.	
25% discount available for Community Theater events advertised in the Playbill.	\$30.00/hour
Classrooms (Located in the Fine Arts Building)	
- Multiple classrooms of varying sizes available - Available Ammenities: countertops, sinks, whiteboards	
2 hour minimum rental time	\$50.00/hour for 1st 2 hours
25% discount available for Community Theater events advertised in the Playbill.	\$45.00/additional hour
Outdoor rental on Arts Center grounds	
Rental events using the lawn and/or the parking lot will be charged a fee based on the number of people attending the event. Set up shall be under the supervision of LAAC or Parks Staff. Electric service may require additional set fees.	
South lawn OR North lawn (up to 200 people)	\$150.00/day
South lawn OR North lawn (over 200 people)	\$200.00/day
Tent/Portable Shelter	
Events renting the lawn will be charged for each tent 12X12 (144sq ft) or larger. Staff must be notified of any posts driven into the ground one week in advance. It is the renter's responsibility to call utilities to be marked	
Tents/shelters exceeding 12' x 12' (144 sq ft), but less than or equal to 12' by 24' (288 sq ft)	\$25.00/tent
Tents/shelters exceeding 12' by 24' (288 sq ft)	\$50.00/tent
WEDDINGS/SPECIAL & LARGE EVENT RENTAL	
- Events exceeding 400 people or requesting full day access to the facility or grounds - This fee applies to all wedding rentals. It also applies to organizations hosting large events exceeding 400 people who are utilizing multiple spaces at the Arts Center, who will be charged a flat rate for all room rental and special fees for up to 12 hours of indoor uses. - Tech services, stage extension removal and piano tuning will be charged by their individual rates. - Lakeville Non-profit organizations are eligible for a 25% discount upon request.	
INDOOR	
Set-up day (up to 12 hours)	\$400.00/day
Event day (up to 12 hours)	\$1,000.00/day
OUTDOOR	
Set-up day (up to 12 hours)	\$150.00/day
Event day (up to 12 hours)	\$350.00/day
Charges for other recreational services can be obtained by contacting the Parks and Recreation Department at 952-985-4600. Cancellation/administrative fees will be applied to any cancellations per the Program/Facility Refund Policy.	
Arts Center- Casperson Park Outdoor Performance Stage	
- Available Sunday-Thursday: 8am-9pm, Friday & Saturday: 8am-10pm - Hourly rentals, 2 hr minimum - Reservations become available for the current year in January.	
Facility rental (stage only)*	\$100.00/hour
Lighting and sound equipment rental*	\$200.00/day
Events exceeding 200 attendees (automatically reserves Shelters A & B)*	\$200.00/day
*25% discount available for non-profit service organizations and Community Theater groups advertised in Playbill.	
Tech Staff (required with lighting and sound equipment rental)	\$35.00/hour
Tent/Portable Shelter	
Events renting the lawn will be charged for each tent 12X12 (144sq ft) or larger. Staff must be notified of any posts driven into the ground one week in advance. It is the renter's responsibility to call utilities to be marked	
Tent fees: Tents/shelters exceeding 12' x 12' (144 sq ft), but less than or equal to 12' by 24' (288 sq ft)	\$25.00/tent
Tent fees: Tents/shelters exceeding 12' by 24' (288 sq ft)	\$50.00/tent
Additional fees may apply based on the individual event (Police, liquor, etc.)	

Permits

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Permits	
<i>* Stated permit fees do not include the surcharge imposed on such permits by the State of Minnesota.</i>	
Building Permits (Adopted by Ordinance)	
Total Valuation:	
\$1.00 to \$500.00	\$30.00
\$501.00 to 2,000.00	\$30.00 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$73.75 for the first \$2,000.00 plus \$14.75 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$413.00 for the first \$25,000.00 plus \$10.75 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$681.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,056.75 for the first \$100,000.00 plus \$6.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,456.75 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,956.75 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00, or fraction thereof
Building Permits, Landscaping (Adopted by Ordinance)	
\$1000 escrow for landscaping to be collected with building permit	\$1000 escrow
Building Permits, Erosion Control (Adopted by Ordinance)	
\$1000 escrow for erosion control/grading certification to be collected with building permit.	\$1000 escrow

Permits (continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Permits (continued)	
<i>*Stated permit fees do not include the surcharge imposed on such permits by the State of Minnesota.</i>	
Plumbing Permits (Adopted by Ordinance)	
<i>Requirement: Master License Number or pipe layers certificate, \$25,000 license bond and current Certificate of Liability Insurance to be filed with City. Note: State Department of Health Bond and Insurance Certificate will satisfy this requirement.</i>	
Residential - Minimum (repairs and alterations, lawn sprinkler systems)	\$70.00
Complete installation	\$150.00
Commercial	1.5% of contract/valuation price *Minimum fee \$70.00
RPZ Valve (new)	\$70.00
RPZ Valve (replacement or rebuild)	\$70.00
Water softener/water heater	\$70.00
Well Permits (Adopted by Ordinance)- Effective February 1, 1989, all well permits are issued by Dakota County.	
Plan Check Fees (Adopted by Ordinance)	
65% of building permit fee, except residential permits with less than \$10,000 valuation.	
25% of building permit fee for permits issued for similar buildings as required by State Building Code.	
Heating Permits (Adopted by Ordinance)	
Residential - Minimum repairs and alterations	\$70.00
Complete installation	\$150.00
Commercial	1.5% of contract/valuation price *Minimum fee \$70.00
Sewer and Water Permits (Adopted by Ordinance)	
<i>Requirement: Master License Number, \$25,000 License Bond and current Certificate of Liability Insurance to be filed with City. Note: State Department of Health Bond and Insurance Certificate will satisfy this requirement.</i>	
Residential - Minimum repairs and alterations	\$70.00
City water and sewer including conversion	\$90.00
Commercial	One percent (1%) of contract/valuation price *minimum fee \$70.00
Private sewer systems: New installation	\$250.00
Private sewer system repair	\$250.00
Electrical Permits (Adopted by Ordinance)	
<i>Requirement: State License from Board of Electricity. Note: An owner who actually occupies or intends to occupy a single family residence is exempt from the licensing requirement.</i>	
Residential - Minimum repairs and alterations (one trip)	\$55.00
Residential - Additions, remodels, lower levels (two trips)	\$110.00
Residential - New installation (up to three trips)	\$220.00
Commercial	1.5% of contract/valuation price up to \$10,000 and 1.0% of contract/valuation price above \$10,000 *Minimum fee \$55.00
Additional trip charge	\$55.00

Permits (continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Permits (continued)	
<i>*Stated permit fees do not include the surcharge imposed on such permits by the State of Minnesota.</i>	
Manufactured Home Inspections (Adopted by Ordinance)	
Installation permit (foundation, sewer, water, gas)	\$100.00
Separate permit for electrical hookup	\$55.00
Solar Photovoltaic (PV) Systems (Adopted by Ordinance)	
<i>Requirement: All PV systems are required to get a separate electrical permit and inspection.</i>	
Residential	\$200.00
Commercial	\$300.00
Single Family Home to Assisted Living Conversion, Change of Use (Commercial) (Adopted by Ordinance)	
Building permit	\$200.00
Swimming Pools (Adopted by Ordinance)	
All in-ground pools, regardless of capacity, and above-ground pools that exceed 5,000 gallons	\$100.00
Moving Structure (Adopted by Ordinance)	
(plus letter of credit or cash escrow)	\$125.00
Demolition (Adopted by Ordinance)	
Residential accessory structures	No charge
All structures other than residential accessory	\$70.00
Fire Systems (Adopted by Ordinance)	
Fire Line	1% of contract/valuation price
Sprinkler Fire Protection (Adopted by Ordinance)- Requirement: State Fire Protection Contractor License to be filed with the City.	
Commercial - 1.5% of contract/valuation price up to \$10,000 and 1.0% of contract/valuation price above \$10,000 plus surcharge (.0005 times contract/valuation)	\$65.00 minimum
Residential - New Construction	\$90.00
Residential - Remodel	\$45.00
Miscellaneous Commercial Mechanical (Adopted by Ordinance)	
Refrigeration, piping, fuel tanks, etc.	1.5% of contract/valuation price *Minimum fee \$70.00
Re-Roof, Re-Side, Re-deck and retaining walls over 4 ft. high (Adopted by Ordinance)	
Residential	\$70.00
Commercial	\$150.00
Excavating and Mining	
- 10,000 cubic yards or less	\$750.00
- 10,001 to 250,000 cubic yards	\$1,025.00 (plus \$1,000.00 annual fee including first year)
- 250,001 to 500,000 cubic yards	\$1,100.00 (plus \$1,650.00 annual fee including first year)
- 500,001 or more cubic yards	\$1,400.00 (plus \$2,250.00 annual fee including first year)

Permits (continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Permits (continued)	
<i>*Stated permit fees do not include the surcharge imposed on such permits by the State of Minnesota.</i>	
Right of way management fees	
• Note: Security required pursuant to ordinance 7-15-13.B.2	
Excavation Permit Fee	\$225.00 plus \$0.21 per lineal foot for each excavation foot over 2,640 feet.
Obstruction Permit Fee	\$55.00
Registration Filing Fee	\$45.00
Delay Penalty	\$80.00
Construction application fees	
Grading Permit Application Fee and escrow	\$150.00 application fee plus \$200 refundable escrow per LOT; OR \$150.00 application fee plus \$3,000 refundable escrow per ACRE
Draintile Permit Fee and escrow	\$75.00 application fee plus \$200 refundable escrow
Encroachment Agreement Fee (Services performed by City Personnel will be hourly. Including fees for administration, legal and recording)	\$500.00 fee plus hourly fees for staff time
Other permit fees	
Burning	\$35.00 (no charge for recreational fires)
Explosives Permits	\$50.00
Outdoor Fireworks Display (vendor)	\$100.00
Inspections after hours (weekends, Holidays) (Adopted by Ordinance)	\$110.00/hr., minimum 1 hour Only if an Inspector is available for requested inspection
Investigation Fee (Adopted by Ordinance)- Whenever any work for which a permit is required by Code has been commenced without first obtaining said permit, the investigation fee shall be equal to the amount of the permit fee.	
Re-inspection and/or plan review (Adopted by Ordinance)	\$55.00/hr., minimum 1 hour
Charges for other inspections services can be obtained by contacting the Inspections Department at 952-985-4400. Cancellation/administrative fees will be applied to any permit cancellations per the Inspections Department Fee Refund Policy.	

Planning & Zoning

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Planning & Zoning	
Publications	
Comprehensive Plan Update	* Copy Costs
Zoning Ordinance	* Copy Costs
Subdivision Ordinance	* Copy Costs
Sign Ordinance	* Copy Costs
Zoning Map	* Map Fee
2020 Land Use Map	* Map Fee
Publications listed above available in CD format	No Charge
*See General Government Services section for map fees and copy costs. Planning & Zoning publications are generally available online.	
Platting (Adopted by Ordinance)	
- Sketch Plan Review	\$2,000.00 escrow for legal notices, planning, engineering and legal services provided by staff and/or consultants.
- Preliminary Plat	\$500.00 per addition. In addition to the fee, a \$3,000.00 escrow is to be paid for legal notices, planning, engineering and legal services provided by staff and/or consultants.
- Final Plat	\$200.00 per addition. In addition to the fee, a \$2,000.00 escrow is to be paid for planning, engineering and legal services provided by staff and/or consultants.
Planned Unit Development (Adopted by Ordinance)	
Planned Unit Development	\$500.00 plus \$2,000.00 escrow for legal notices, planning, engineering and legal services provided by staff and/or consultants.
PUD Amendment (Adopted by Ordinance)	
PUD Amendment	\$500.00 plus \$2,000.00 escrow for legal notices, planning, engineering and legal services provided by staff and/or consultants.
Variance (Adopted by Ordinance)	
1) Single family	\$500.00 (includes legal notice publications)
2) All others	\$500.00 plus \$1,000.00 escrow for legal notices, planning, engineering and legal services provided by staff and/or consultants.

Planning & Zoning (continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Planning & Zoning (continued)	
Conditional Use Permit/CUP Amendment (Adopted by Ordinance)	
1) Single family	\$500.00
2) All others	\$500.00 plus \$1,000.00 escrow for legal notices, planning, engineering and legal services provided by staff and/or consultants.
Conditional Use Permit, Interim Use Permit and Variance Extension (Adopted by Ordinance)	
- 1st Extension	\$50.00
- Additional Extensions	\$250.00
Interim Use Permit / IUP Amendment (Adopted by Ordinance)	
1) Single family	\$500.00 (includes legal notice publications)
2) All others	\$500 plus \$1,000.00 escrow for legal notices, planning, engineering and legal services provided by staff and/or consultants.
Other planning and zoning fees	
• <i>The escrow fee included with certain items below is for purposes of legal notices, planning, engineering and legal services provided by staff and/or consultants.</i>	
Home Occupation Permit (Adopted by Ordinance)	\$100.00
Rezoning (Adopted by Ordinance)	\$500.00 plus \$2,000.00 escrow
Administrative Subdivision (Adopted by Ordinance)	\$500.00 plus all applicable dedication requirements and \$1,000.00 escrow
Street and Easement Vacations (Adopted by Ordinance)	\$200.00 plus \$1,000.00 escrow
Zoning Ordinance Text Amendment (Adopted by Ordinance)	\$500.00 plus \$2,000.00 escrow
Lot Release (Adopted by Ordinance)	\$500.00 escrow
Parking Deferment (Adopted by Ordinance)	\$100.00 plus \$1,000.00 escrow
Comprehensive Plan Amendment (Adopted by Ordinance)	\$500.00 plus \$2,000.00 escrow
Site Plan (Adopted by Ordinance)	\$100.00 plus \$1,000.00 escrow
Administrative Permit (Ordinance 11-8-3)	\$100.00
Zoning Letter	\$148.00
Cost Recovery Fee (Code Enforcement Activities)(Adopted by Ordinance)	\$100 per re-inspection
Notice of Appeal	\$500.00 escrow
Annexation Application Fee	\$500 plus \$2,000 escrow
Zoning Permit (Adopted by Ordinance)	
All zoning permits	\$50.00
Signs (Adopted by Ordinance)	
Permanent installation	\$175.00
Temporary installation (50 days only)	\$50.00
Planning and Zoning Staff Services (hourly fees)	
Code Enforcement Officer	\$111.00
Senior Planner	\$148.00
Planning Manager	\$198.00
Community Development Director	\$235.00

Public Safety Charges

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Public Safety	
Animal Fees/Licenses	
Animal pickup fee	\$25.00
Boarding fee	\$25.00/day
Dangerous dog	\$100.00
Alarm System	
1st call (per year)	No charge
2nd call	\$35.00
3rd call	\$35.00
4th call	\$50.00
5th call	\$100.00
Over 5 calls	\$150.00/call
FEMA Emergency Incident Charges (1 hour minimum, excludes personnel cost)	
Aerial Truck	\$220.00/hr
Engine Company & Rescue Squad	\$173.00/hr
Tanker Truck	\$142.00/hr
Grass rigs	\$157.00/hr.
Officer, Vehicle & Utility Truck	\$120.00/hr.
Response fees/fire	
Gas line encroachment (vehicle charge only; staff costs to be separately added)	\$178.00/hr
Extinguish illegal burning (includes recreational fire)- vehicle charge only; staff costs to be separately added	\$178.00/hr
Hazardous materials incidents (actual cost/time as listed above)	
Fire department contract services	\$60.00/hr/person
SCBA / Airpack Filling Fee	\$50.00

Public Safety Charges (continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Public Safety (continued)	
Other public safety charges	
Accident photo	No charge
Digital photos or audio recording (digital-CD)	No charge
DVD	No charge
Police report/animal license listings	** Copy Costs
Fire incident report	** Copy Costs
Police accident report	** Copy Costs
Letters of clear record	** Copy Costs
Police Summary Reports	** Copy Costs
Records Check - daycare	No Charge
Archive Retrieval	No Charge
Cash deposit escort service	\$25.00
Fingerprinting (resident)	\$20.00
Fingerprinting (non-resident)	\$40.00
Towing administration	\$35.00/vehicle/incident
Police Administered court order alcohol breath tests	
1) Residents	No Charge
2) Non-residents	\$50.00
Vehicle impound administrative fee	\$225.00/vehicle
Fire inspection services (provided to other cities)	
Regular time	\$115.00/hour
Overtime	\$141.00/hour
Police and Fire Staff Services (hourly fees)	
Police Officers	\$125.00
Reserve Officers	\$25.00
Community Service Officers	\$60.00
Fire Chief	\$235.00
Assistant Fire Chief	\$186.00
Fire Captain	\$133.00
Firefighter (FT)	\$105.00

FiRST Center

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
FiRST Center- General Facility Pricing*	
*All training requires 4-hour segment rental agreements. Rates are for public safety professionals unless specifically noted that they are open to the public.	
Mats Room (Defensive Tactics)	\$260/day
Full classroom (114 seats)	\$500/day
Half classroom (57 seats)	\$250/day
50-yd Shooting Range	\$235/hr
25-yd Shooting Range	\$235/hr
Virtual Reality	\$100/hr
RBT - Indoor & Outdoor	\$525/day
FiRST Center- Fire Training Facility Pricing	
Reality-Based Training Areas	\$525/day
- Includes flexible wall system, customizable environments (including smoke) - Training Elements include: < Ladder rescue drills - balcony, windows and rooftop < Ground ladder training < SCBA confidence course < Search & rescue- Training	

Public Works Charges

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Public Works	
Streets and Parks staff services (per hour) (Hourly fees are typically charged in cases where FEMA is involved, or if City staff assists another community/agency in an emergency situation). Fees may be billed based on the titles below or any changes to the position titles during the year.	
Part-time seasonal	\$49.00
Service Tech	\$104.00
Maintenance II	\$104.00
Lead Maintenance	\$122.00
Lead Service Tech	\$122.00
Fleet, Streets, Parks Supervisor	\$148.00
Superintendent	\$176.00
Administration	\$98.00
*See Engineering section for Construction Services staff rates.	
Utilities staff services (per hour) (Hourly fees are typically charged in cases where FEMA is involved, if City staff assists another community/agency in an emergency situation, or for water disconnection/reconnection or other service call). Fees may be billed based on the titles below or any changes to the position titles during the year.	
Part-time seasonal	\$49.00
Maintenance I	\$78.00
Maintenance II	\$104.00
Lead Maintenance	\$122.00
Supervisor	\$148.00
Superintendent	\$187.00
Administration	\$98.00
Equipment Use Fees (per hour) (Hourly fees are typically charged in cases where FEMA is involved, or if City staff assists another community/agency in an emergency situation). Staff fees to be added separately.	
Loader 938	\$116.00
Loader 908	\$83.00
Motor Grader	\$160.00
Dump Truck Tandem	\$100.00
Dump Truck Tandem w/Plow Equipment	\$133.00
Dump Truck Single Axle	\$75.00
Dump Truck Single Axle w/Plow Equipment	\$108.00
Mini Dump 1-Ton	\$29.00
Mini Dump 1-Ton w/Snow Plow	\$39.00
Pick-Up	\$35.00
Pick-Up w/Snow Plow	\$45.00
Truck w/ Bucket	\$95.00
Sign Truck/Crane	\$35.00
Walk Behind Striper	\$13.00
Asphalt Roller	\$64.00
Bituminous Hot Box Patch Truck	\$67.00
Skid Steer with attachments	\$78.00
Trailers	\$20.00
Sidewalk Maintainer with Attachments	\$39.00
Air Compressor	\$27.00
Street Sweeper	\$95.00
Tanker Truck	\$66.00
Ditch Mower	\$70.00
Tree Chipper	\$68.00

****Equipment Use Fees continued on next page.****

Public Works Charges (continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Public Works (continued)	
Equipment Use Fees (per hour),continued (Staff fees to be added separately.)	
Fork Lift	\$24.00
Tractor Backhoe	\$110.00
Mini Excavator	\$57.00
Velocity Patch Truck	\$67.00
Hydro-Vactor (minimum of 3 hours)	\$108.00
Sewer Camera Truck	\$105.00
Other public works fees	
Hydrant meter deposit- 3" meter (available for rental on City capital improvement projects only).	\$2,000.00
Hydrant meter rental- 3" meter (available for rental on City capital improvement projects only). <i>(Other size meters no longer available to rent).</i>	\$10.00/calendar day; \$50 minimum/agreement
Water meters- sales of all water meters must include radio read technology as determined by the City	Cost plus 15%
Pressure reducing valves sales	Cost plus 15%
Valve replacement (fee includes cost of the valve and staff time to replace the valve; typically completed only as needed at the time of water meter replacement)	\$46.00 per valve replacement
Water meter credits	A credit (equal to the original price paid) will be issued for a meter less than three (3) years old that is exchanged for a larger water meter.

Utility Fees & Charges

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
SEWER USAGE RATES- Quarterly Charges	
Residential, Apartments and Manufactured Homes	
<i>(Apartment & Manufactured Homes Base charge and consumption limits are multiplied by the # of units at the time the meter is read)</i>	
Base Charge- per dwelling unit, per quarter	\$11.68
Usage Charge - Based on actual consumption during the first or second quarter of the year, depending on location within the City, or actual water consumption during the billing period. - When an account is newly established, the maximum sewer usage charge shall be set at 18,000 gallons. Sewer for the remainder of the year will be set at this figure or actual usage, whichever is less. - Residential customers shall be billed for a minimum of 5,000 gallons per quarter. - For apartments and manufactured homes served by a single meter, the usage charge is determined by dividing the total gallons of water by the # of units.	\$5.79/1000 Gal
Flat rate- per dwelling unit, per quarter shall be charged to those residential customers who do not have metered water.	\$115.90
Commercial, Industrial and Institutional	
Base Charge- per account, per quarter	\$11.68
Usage Charge Based on actual consumption during the first quarter of the year, or actual water consumption during the billing period, whichever is less.	\$5.79/1000 Gal
WATER USAGE RATES- Quarterly Charges	
Residential, Apartments and Manufactured Homes	
Base Charge- per dwelling unit, per quarter	\$11.58
Usage Charge Based on actual metered gallons consumed each quarter	
Tier 1- up to 6,000 gallons per quarter	1.51/1000 Gal
Tier 2- over 6,000 gallons up to 15,000 gallons per quarter (additional 9,000 gallons max)	1.67/1000 Gal
Tier 3- over 15,000 gallons up to 30,000 gallons per quarter (additional 15,000 gallons max)	3.23/1000 Gal
Tier 4- over 30,000 gallons per quarter	5.67/1000 Gal
Irrigation sprinkler meters	5.67/1000 Gal
Commercial, Industrial and Institutional	
Base Charge- per account, per quarter	\$11.58
Usage Charge Based on actual metered gallons consumed each quarter	
Tier 1- up to 6,000 gallons per quarter	1.51/1000 Gal
Tier 2- over 6,000 gallons up to 15,000 gallons per quarter (additional 9,000 gallons max)	1.67/1000 Gal
Tier 3- over 15,000 gallons up to 30,000 gallons per quarter (additional 15,000 gallons max)	3.23/1000 Gal
Tier 4- over 30,000 gallons per quarter	5.67/1000 Gal
Irrigation sprinkler meters	5.67/1000 Gal
Bulk Water Accounts	
Account fee set up charge, per water card	\$25.00/card
New account set up deposit	\$100/new account
Usage Charge	\$6.74/1000 Gal
For those accounts whereby an accurate reading cannot be determined due to a faulty meter; water consumption shall be established to be 18,000 gallons per quarter per dwelling unit.	

Utility Fees & Charges (continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
OTHER UTILITY FEES	
Out of Cycle Meter Read (during normal business hours only)	
First and second out of cycle meter read	no charge
Third and subsequent out of cycle meter reads	\$74.00/visit
Special meter read for tenant/owner changes	\$74.00/visit
Testing of Water Meters (only if meter tests correct, in accordance with Ordinance 7-5-4-6)	
5/8" to 1"	\$84.00
1 1/4" to 2"	\$108.00
All other sizes+A1017	contract cost (Minneapolis) plus 10%
Surcharge for water service violation of Ordinance 7-5-12 (penalties)	
First violation	Warning
Second violation in same calendar year	\$50.00
Third violation in same calendar year	\$100.00
Fourth violation in same calendar year	\$150.00
Fifth and subsequent violations in same calendar year	\$200.00
Water Disconnection, Reconnection or other Service Call	
During normal business hours	\$74.00/visit
After normal business hours	\$206.00/visit
Other	
MN State water supply service connection fee (state testing fee)	\$3.81/quarter/connection
Monthly new customer list- electronic	\$60.00/year
Replace meter frost bottom	\$40.00
Mini Manhole Cover *Includes cost of mini manhole plus an additional 15% for staff administrative processing time.	Actual cost of mini manhole cover + 15%
Mini Manhole Cover plus installation *Includes cost of mini manhole plus an additional 15% for staff administrative processing time, and staff time to install (including staff use of City patch truck).	Actual cost of mini manhole cover + 15%; plus \$294 for installation
Meter access surcharge	\$75.00/month
Meter Tampering Fee/Unauthorized use of utility meters	
*Fee to be charged when a customer deliberately tampers with a meter or knowingly receives service provided as a result of bypassing, tampering, unauthorized connection or unauthorized metering. Fees to be charged in accordance with MN Statute 325E.026 and may include double the costs of the service provided, the costs and expenses for investigation, disconnection, reconnection, service calls, equipment, staff time, and any trial costs and witness fees if a civil action is pursued.	Minimum \$500 fee.
Late payment charge- per month	Greater of 1.5%/month or \$1.00
Annual certification administration charge	\$50.00 plus 18% interest per year
Utility Bill Refunds (for customers no longer requiring utility services at a particular property): •No refunds issued for balances under \$10.00 •Balances greater than or equal to \$10.00 will be applied to the resident's active account (if they remain in Lakeville), or refunded via check (for customers with no remaining active account).	

Utility Fees & Charges (continued)

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
STREET LIGHTS	
Utility accounts served by water and/or sanitary sewer	
Residential and multiple family units	\$10.63/dwelling unit/quarter
Commercial, Industrial and Institutional	\$0.2974/front foot/quarter
New subdivisions, as part of development contract	\$42.52/residential dwelling unit
Utility accounts NOT served by water and/or sanitary sewer shall be billed annually	
Residential and multiple family units	\$42.52/dwelling unit
Manufactured homes and Manufactured Home Parks	No charge
ENVIRONMENTAL RESOURCES FEE (stormwater maintenance)	
Utility accounts served by water and/or sanitary sewer	
-Single family (residential equivalent utility factor) Environmental Resources Fee	\$16.00/dwelling unit/quarter
Utility accounts NOT served by water and/or sanitary sewer	
Utility accounts not served by water and/or sanitary sewer shall be billed annually.	
-Residential equivalent utility factor Environmental Resources Fee	\$64.00/dwelling unit/year
Other	
New subdivisions, as part of development contracts; one-time fee	\$64.00/dwelling unit
Environmental Resources Fee Calculation:	
<i>The Environmental Resources fee for each tax parcel classified 1 & 2 is the single-family residential fee. The fee for classifications 3, 4, 5 & 6 is the single-family residential fee multiplied by the utility factor. The fee for classifications 7, 8, 9 & 10 is calculated as follows: fee for single-family residential multiplied by the utility factor multiplied by the acreage of the parcel. For tax parcels classified 7, 8, 9 & 10 with less than 42% impervious surface the fee shall be adjusted by multiplying the fee by the percentage of impervious surface and then dividing by 42%. See classifications and utility factors below.</i>	
Classification and (Utility Factor) 1 - Single Family Residential (1.00) 2 - Agricultural with a homestead (1.00) 3- Duplex (0.50) 4 - Manufactured Homes (0.25) 5 - Townhomes (0.50) 6 - Apartments (0.25) 7 - Commercial/Industrial (4.20) 8 - Church, School, Institutions (4.20) 9 - Golf Courses (4.20) 10 - Parking Lots as a principal use (4.20)	

Lakeville Liquor Emporium Room Facility Fees

City of Lakeville- 2026 Fee Schedule

ITEM/ACTIVITY	2026 Fee
Emporium Room at Keokuk Liquor Store	
Emporium Room Rental	
Friday – Sunday (2-hour minimum rental time)	\$110.00/hour, minimum 2 hours
Monday – Thursday (2-hour minimum rental time)	\$80.00/hour, minimum 2 hours
Deposit	\$80.00
Other services	
Set-up/Take-down service	\$200.00/rental
Bar service fee	\$200.00/rental



Date: 12/1/2025

Public Budget Meeting (Truth In Taxation) for 2026 Property Tax Levy and Budget

Proposed Action

Staff recommends adoption of the following motion: Move to approve three Resolutions:

- 1) Adopting the 2026 Property Tax Levy
- 2) Adopting the 2026 Budget
- 3) Authorizing the 2026 Purchase and Disposal of Vehicles and Equipment

Overview

Minnesota Statutes require a public hearing prior to adoption of the 2026 budget and tax levy. The purpose of the hearing is to present the proposed 2026 budget and tax levy and provide taxpayers with the opportunity to ask questions and present comments.

At the hearing, a brief overview of the budget and tax levy will be presented. After all people have had an opportunity to speak, the City Council should close the hearing. Adoption of the budget and tax levy will follow the public budget meeting.

The 2026 budget and tax levy were presented at Council work sessions held on August 25 and November 24 and the council meeting held on September 2. The City Council discussed the changes to the proposed budget and tax levy at the November 24 workshop.

The following chart reflects the proposed 2026 levy as compared to the 2025 levy:

Fund	Proposed 2026 Levy	Change from 2025 Adopted Levy
General Fund	\$34,190,685	\$1,213,685
Pavement Management Fund	2,150,000	350,000
Building Fund	1,000,000	1,000,000
Communications Fund	300,000	300,000
Equipment Fund	400,000	400,000
Technology Fund	250,000	(50,000)
Park & Trail Improvement Fund	1,550,000	550,000
Debt Service Funds	9,291,465	(647,688)
Debt Svc Funds – Park Referendum	2,854,325	20,428
TOTAL LEVY	\$ 51,986,475	\$3,136,425

The proposed 2026 tax levy (\$51,986,475) is \$300,000 less than the preliminary tax levy approved September 2, 2025 and lowers the preliminary 2026 increase from 7% to 6.4% from

the 2025 levy. The city’s tax rate subsequently decreased from 33.149% to 33.004% since the September preliminary approval.

The proposed 2026 City tax levy is estimated to increase annual City taxes on the median-value home (\$467,150) by approximately \$75 - \$12 from the levy increase and \$63 from the County-assessed market value increase.

Existing commercial properties in Lakeville rose in value by about 14%. For a \$1 million commercial property with a 4% value increase, the proposed 2026 City levy translates to an estimated \$316 annual tax increase—\$264 from the higher valuation and \$52 from the levy change.

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

Authorize Purchases/Disposals of Vehicles and Equipment

The City Council adopted the 2026-2030 Capital Improvement Plan on October 6, 2025 and the 2026 Budget on December 1, 2025. The Purchasing Policy requires that the City Council authorize purchases that exceed \$20,000 as well as the disposal of all city assets. The vehicles and equipment scheduled to be purchased in 2026 that exceed the \$20,000 threshold which requires City Council authorization and have not been previously authorized include:

Vehicles and mobile equipment:

5-Squads (Police-Patrol)	1-Large mower (Parks)
3-Emergency response vehicles (Fire)	2-Small mowers (Parks)
4-Vehicles (Streets)	1-Mower trailer (Parks)
2-Snowplows (Streets)	1-Ride-on fertilizer spreader (Parks)
1-Dump truck (Streets)	2-Sets of extrication tools (Fire)
1-Trailer (Streets)	1-Flail mower (Environmental)
Attachments & supplemental equip (Streets)	Aeration system at East Lake (Environmental)
1-Vehicle (Construction Svcs)	1-Jetter truck (Utilities)
2-3/4 T 4x4 pickups (Parks)	1-T 4x4 pickup (Utilities)
	1-3/4 T 4x4 pickup (Utilities)
1-Bobcat (Parks)	Internal transfers of vehicles within depts (Admin approval)

Miscellaneous equipment over \$20,000:

Rifles and bunk shields	Drones
Radar units, lights & sirens	AEDs
Pepperball tactical response pistols	EKG monitors
Floor scrubber	

Communications PEG Capital:

Control room switcher

Other/Technology equipment:

City-wide Computer/Desktop/iPads replacements

IT infrastructure – CCTV video storage

Fiber expansions

Liquor camera upgrades

Central Maintenance WiFi upgrades

Police access control upgrades

Conference room upgrades

Bulk water card reader at Central Maintenance upgrade

The 2026 Budget includes approximately \$3.9 million for the purchase of vehicles and equipment. Purchases will be made from various vendors and cooperative purchase agreements with the State of Minnesota, Sourcewell (formerly National Joint Powers Alliance (NJPA), National Cooperative Purchasing Alliance, etc. Purchasing contracts are used for these types of vehicles and equipment as a cost-saving mechanism. These contracts have complied with all bidding requirements which results in saving considerable staff time.

The equipment being replaced per the 2026 Capital Improvement Plan and the 2026 Budgets will be disposed of in a manner required by State Statute or the City's Purchasing Policy; most often traded in on the purchase of the new equipment or sold at auction. The budget is anticipating approximately \$450,000 in proceeds from the sale of those assets.

Supporting Information

1. Resolution Adopting 2026 Final Tax Levy
2. Resolution Adopting 2026 Budget
3. Resolution Purchase and Disposal of Vehicles and Equipment
4. 2026 General Budget Summary
5. 2026 Budget Summary

Financial Impact: \$ 51,986,475 **Budgeted:** Yes **Source:** Various Funds

Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE

RESOLUTION NO. _____

RESOLUTION ADOPTING THE 2026 PROPERTY TAX LEVY

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

Section I. There is hereby levied upon all taxable property in the City of Lakeville a direct ad valorem tax collectible in 2026 for the following purposes and in the following amounts:

PURPOSE	TOTAL
Debt	
Street Improvements	\$ 8,207,069
Park Referendum Bonds	2,854,325
Tax Abatement - Arena Improvements	505,383
Police Station	579,013
Total Debt Levy	12,145,790
General Fund	34,190,685
Pavement Management Fund	2,150,000
Building Fund	1,000,000
Technology Fund	250,000
Park & Trail Improvement Fund	1,550,000
Equipment Fund	400,000
Communications Fund	300,000
Total tax levy	\$ 51,986,475

Section II. It is hereby determined that the City is making an irrevocable appropriation of funds, and sufficient monies are now on hand due to changes in funding sources such as interest on investments, special assessments and contributions from Liquor Fund, ISD#194 and other entities for the payment of principal and interest to come due during the 2026/2027 year for certain bond issues of the City of Lakeville.

Section III. The Treasurer-Auditor of Dakota County is hereby authorized and directed, pursuant to the provisions of Section 475.61, Minnesota Statutes Annotated, to cancel the levies for said indebtedness heretofore made to be levied for collection in 2026 as shown in Schedule A.

ADOPTED by the Lakeville City Council this 1st day of December 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

SCHEDULE A

PROPERTY TAX LEVY FOR DEBT

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

BOND DESCRIPTION	SERIES	2026 ABATEMENT LEVY	NET ABATEMENT LEVY	2026 DEBT LEVY	2026 CERTIFIED DEBT LEVY
IMPROVEMENT	2014A			\$ 164,141	-
REFUNDING	2014B			\$ 1,024,013	579,013
IMPROVEMENT	2015A			\$ 643,581	376,757
GENERAL OBLIGATION	2016B			\$ 811,266	772,635
GENERAL OBLIGATION	2017A			\$ 671,950	639,765
GENERAL OBLIGATION	2018A			\$ 635,547	666,698
GENERAL OBLIGATION	2018B			\$ 347,130	327,130
IMPROVEMENT	2019A			\$ 458,823	458,823
GENERAL OBLIGATION	2020A			\$ 979,519	809,469
ABATEMENT	2020A	\$ 65,000	\$ -	\$ -	-
GENERAL OBLIGATION	2021A			\$ 132,568	(0)
TAX ABATEMENT	2021A	\$ 355,000	\$ 229,582	\$ -	-
TAX ABATEMENT	2021B	\$ -	\$ -	\$ -	-
GENERAL OBLIGATION	2021C			\$ 708,960	454,286
REFUNDING	2022A			\$ 1,178,527	1,028,627
REFUNDING	2022B			\$ 431,253	339,651
TAX ABATEMENT	2022B	\$ 460,000	\$ 275,801	\$ -	-
GENERAL OBLIGATION	2022C			\$ 2,281,843	\$ 1,738,891
GENERAL OBLIGATION	2023A			\$ 995,190	\$ 995,190
GENERAL OBLIGATION	2024A			\$ 1,939,097	\$ 1,889,097
GENERAL OBLIGATION	2025A			\$ 564,375	\$ 564,375
		\$ 880,000	\$ 505,383	\$ 13,967,783	\$ 11,640,407

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

CITY OF LAKEVILLE

RESOLUTION NO. _____

RESOLUTION ADOPTING THE 2026 BUDGET

BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota that the following 2026 budget, a copy of which is on file in the Finance Director's office, is hereby approved and adopted.

Fund/Department	Revenues	Expenditures	Debt/Capital Acquisitions
General Fund	\$ 47,369,434	\$ 46,527,762	
General Fund - Transfers	130,000	71,000	
Total General Fund	47,499,434	46,598,762	
Special Revenue Funds (through separate Resolution)			
Debt Service Funds	22,744,614	22,193,868	
Capital Projects Funds	80,749,369	93,996,925	
<u>Internal Service Funds</u>			
Municipal Reserves Fund	711,971	778,432	
Compensated Leave Fund	233,000	250,000	
Enterprise - Liquor Fund	23,955,000	25,214,287	270,000
Enterprise - Utility Fund	25,002,061	29,687,941	2,641,301
Grand Total	\$ 200,895,449	\$ 218,720,215	\$ 2,911,301

ADOPTED by the Lakeville City Council this 1st day of December 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. ____

Resolution Authorizing the Purchase and Disposal of Vehicle and Equipment in accordance with the 2026 Budgets and 2026 Capital Improvement Plan and Authorizing the Disposal of all Surplus City-Owned, Police Confiscated and Recovered Property

WHEREAS, State Statute Section 412.211 authorizes the City to purchase or otherwise acquire property and to sell or otherwise dispose of that property, and Section 471.345 further regulates the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property in Minnesota cities and the City of Lakeville; and

WHEREAS, The City Council adopted the Lakeville Purchasing Policy on June 6, 2016, to assign purchasing responsibility and authority to the level consistent with good operational practice and sound financial management policy to the extent possible; and

WHEREAS, Minnesota Statute § 471.85 regarding the disposal of surplus property authorizes the transfer of that property to another local unit of government for public use for a nominal cost or without consideration; and

WHEREAS, The City Council approved the 2026-2030 Capital Improvement Plan (which included the 2026 Equipment, Facility and Technology Funds) on October 6, 2025 and the 2026 Budgets on December 1, 2025 which included approximately \$3.9 million for the purchase of vehicles and equipment and approximately \$450,000 for the disposal of vehicles and equipment.

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

1. The recitals set forth above are incorporated herein.
2. Staff is authorized to purchase and dispose of vehicles and equipment consistent with the City Purchasing Policy and the 2026 Budgets and 2026 Capital Improvement Plan.
3. Staff is authorized to dispose of all surplus City-owned, police confiscated and recovered property in accordance with the Disposition of City Assets section in the City's Purchasing Policy.
4. The City Administrator is authorized to transfer surplus materials and equipment to another local unit of government in accordance with the Disposition of City Assets section in the City's Purchasing Policy.

ADOPTED by the Lakeville City Council this 1st day of December 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

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

	2024	2025	2025	2025	2026	% OF	Budget
	ACTUAL	ORIGINAL BUDGET	AMENDED BUDGET	PROJECTED	PROPOSED BUDGET	TOTAL	% Change 25 vs 26
<u>REVENUES:</u>							
GENERAL PROPERTY TAXES	29,513,138	33,300,000	33,300,000	33,528,535	34,485,685	73.8%	3.6%
LICENSES & PERMITS	3,052,954	3,259,689	3,259,689	3,468,385	3,693,025	7.8%	13.3%
INTERGOVERNMENTAL	2,172,655	3,478,938	3,674,484	4,112,730	4,255,182	8.3%	22.3%
CHARGES FOR SERVICES	3,869,600	3,101,894	3,101,894	3,922,872	3,566,142	7.4%	15.0%
COURT FINES	222,790	240,000	240,000	200,000	220,000	0.5%	-8.3%
SPECIAL ASSESSMENTS	9,321	0	0	77,750	0	0.0%	#DIV/0!
INVESTMENT INCOME	868,801	500,000	500,000	920,000	920,000	1.9%	84.0%
MISCELLANEOUS	166,833	125,996	125,996	207,270	229,400	0.3%	82.1%
TOTAL REVENUES	39,876,092	44,006,517	44,202,063	46,437,542	47,369,434	100%	7.6%
<u>EXPENDITURES:</u>							
<u>GENERAL GOVERNMENT</u>							
MAYOR AND COUNCIL	101,359	126,321	126,321	130,383	133,185	0.3%	5.4%
COMMITTEES & COMMISSIONS	149,616	143,422	141,922	103,188	115,962	0.2%	-19.1%
CITY ADMINISTRATION	572,750	587,089	587,089	616,731	642,763	1.4%	9.5%
CITY CLERK/ELECTIONS	414,692	225,579	225,579	228,055	438,538	0.9%	94.4%
FINANCE	1,241,097	1,235,639	1,235,639	1,172,557	1,237,216	2.7%	0.1%
INFORMATION TECHNOLOGY	782,954	989,146	989,146	997,185	1,175,197	2.3%	18.8%
HUMAN RESOURCES	763,151	688,489	688,489	654,533	753,052	1.6%	9.4%
INSURANCE	250,000	250,000	250,000	250,000	250,000	0.5%	0.0%
LEGAL COUNSEL	99,827	87,000	88,500	127,292	92,000	0.2%	5.7%
COMMUNITY DEV/PLANNING	1,073,089	1,089,649	1,089,649	1,088,731	1,230,982	2.7%	13.0%
INSPECTIONS	1,852,606	1,918,122	1,918,122	1,817,868	2,010,273	4.3%	4.8%
GENERAL GOV'T FACILITIES	598,961	669,991	669,991	729,154	828,574	1.5%	23.7%
<u>PUBLIC SAFETY</u>							
POLICE	15,913,744	17,227,952	17,112,452	16,624,206	17,661,431	38.1%	2.5%
FIRE	3,653,494	5,588,299	5,588,299	6,186,109	6,436,846	13.6%	15.2%
<u>PUBLIC WORKS</u>							
ENGINEERING/GIS	816,263	946,722	946,722	946,493	1,075,747	2.3%	13.6%
CONSTRUCTION SERVICES	409,088	701,328	701,328	626,948	739,472	1.6%	5.4%
FORESTRY	599,013	680,154	680,154	795,661	789,468	1.7%	16.1%
STREETS	3,789,430	4,409,718	4,409,718	4,348,122	4,590,867	9.9%	4.1%
<u>PARKS & RECREATION</u>							
PARKS	3,726,352	3,768,652	3,768,652	3,713,185	3,971,503	8.4%	5.4%
RECREATION	1,102,698	1,126,418	1,126,418	1,202,617	1,255,000	2.7%	11.4%
ARTS CENTER	1,228,428	1,033,734	1,033,734	1,054,557	1,099,686	2.4%	6.4%
TOTAL EXPENDITURES	39,138,612	43,493,424	43,377,924	43,413,575	46,527,762	100%	7.0%
REVS OVER/(UNDER) EXPENDS	737,480	513,093	824,139	3,023,967	841,672		
<u>OTHER FINANCING SOURCES (USES)</u>							
TRANSFERS IN	226,998	170,000	54,500	54,500	130,000		
TRANSFERS OUT	(215,000)	0	(1,850,000)	(1,850,000)	(71,000)		
TOTAL OTHER FINANCING	11,998	170,000	(1,795,500)	(1,795,500)	59,000		
NET CHANGE IN FUND BALANCE	749,478	683,093	(971,361)	1,228,467	900,672		

BUDGET SUMMARY BY FUND REPORT FOR CITY OF LAKEVILLE

Fiscal Year Ended: 12/31/2026 - Budget Level: APPROVED

Account	GENERAL FUND	ENTERPRISE FUNDS	INTERNAL SERVICE FUNDS	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUNDS	TOTAL BUDGET
<u>REVENUES</u>						
PROPERTY TAXES	34,485,685	0	0	17,276,031	5,350,000	57,111,716
TAX INCREMENT	0	0	0	0	228,000	228,000
LICENSES & PERMITS	3,693,025	0	0	0	0	3,693,025
STATE AID & GRANTS	2,141,496	0	0	334,644	18,748,355	21,224,495
FEDERAL GRANTS - OTHER	2,090,530	0	0	0	1,550,000	3,640,530
OTHER INTERGOVERNMENTAL	23,156	35,000	0	0	7,376,889	7,435,045
CHARGES FOR SERVICES	3,566,142	3,511,124	917,971	800,250	4,647,141	13,442,628
FINES	220,000	0	0	0	0	220,000
SPECIAL ASSESSMENTS	0	160,000	0	1,744,786	3,934	1,908,720
INTEREST INCOME	920,000	661,576	27,000	908,377	984,513	3,501,466
PROCEEDS-SALE OF ASSETS	13,300	0	0	0	450,000	463,300
DONATIONS	80,300	1,000,000	0	0	406,200	1,486,500
MISCELLANEOUS	111,800	63,580	0	0	560,900	736,280
LIQUOR SALES	24,000	23,791,420	0	0	0	23,815,420
USER CHARGES	0	19,585,231	0	0	0	19,585,231
TRANSFERS FROM OTHER FUNDS	130,000	28,166	0	1,680,526	5,297,598	7,136,290
BOND/NOTE PROCEEDS	0	120,964	0	0	35,145,839	35,266,803
Total REVENUES	47,499,434	48,957,061	944,971	22,744,614	80,749,369	200,895,449
<u>EXPENDITURES</u>						
COST OF GOODS SOLD	0	17,490,117	0	0	0	17,490,117
SALARIES & BENEFITS	35,154,323	7,700,385	480,000	0	0	43,334,708
COMMODITIES	2,501,018	1,301,369	0	0	35,000	3,837,387
OTHER CHARGES & SERVICES	8,770,960	18,142,154	548,432	87,720	54,498,976	82,048,242
DEPRECIATION	101,461	7,398,636	0	0	3,138,092	10,638,189
CAPITAL OUTLAY	0	0	0	0	30,883,771	30,883,771
BOND PRIN/INT & AGENT FEES	0	190,322	0	20,106,148	3,087,748	23,384,218
TRANSFERS TO OTHER FUNDS	71,000	2,679,245	0	2,000,000	2,353,338	7,103,583
Total EXPENDITURES	46,598,762	54,902,228	1,028,432	22,193,868	93,996,925	218,720,215
Change in Fund Balance	900,672	(5,945,167)	(83,461)	550,746	(13,247,556)	(17,824,766)



Date: 12/1/2025

Next City Council Meeting December 15, 2025

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
