



AGENDA CITY COUNCIL MEETING

December 15, 2025 - 6:00 PM

City Hall Council Chambers

Members of the public can participate in person at Lakeville City Hall, 20195 Holyoke Avenue. Members of the public may join the meeting via **Teams Meeting, Meeting ID: 271 988 463 364, Passcode: J5kT2Bg7**, or by calling **Toll Number 1-323-433-2142; Conference ID: 815 799 765#**. The mayor will allow for public comments and questions at the appropriate time.

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Fire Department Retirement Recognition
 - b. Spotlight on Hearth & Home Technologies
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 12/01/2025 City Council Meeting
 - c. Minutes of the 12/01/2025 Special City Council Meeting
 - d. Minutes of the 11/24/2025 City Council Work Session
 - e. Resolution Amending the 2026 Regular City Council Meetings and Work Session Calendar
 - f. 2026 Renewal of mixed municipal solid waste and recyclable material licenses
 - g. Flock Group Inc. Agreement
 - h. Resolution accepting donations from customers of the Lakeville Municipal Liquor Stores
 - i. Election of Non-Waiver of Statutory Municipal Tort Liability Limits
 - j. MOU to LELS Police Officer Contract
 - k. ESST, Holiday and PTO Policy Revisions
 - l. Professional Services Agreement for Electrical Inspection Services

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- m. Resolution Amending the 2025 General, Opioid and Capital Fund Budgets
 - n. Resolution Amending the Lakeville Fire Relief Assn Bylaws Relating to Pension Levels & Vesting Schedule and Establishing a State Aid Allocation Agreement
 - o. Compass Rail Lakeville, LLC and Metropolitan Airports Commission (MAC) Comprehensive Plan and Zoning Map Amendments
 - p. Approval of Professional Services Agreement with Transportation Collaborative & Consultants (TC2)
 - q. Resolution Adopting the 2026 Special Revenue Fund Budgets
 - r. Engineering Services Proposal from Bolton & Menk for Casperson Park Parking Lot Improvements
 - s. AIM Electronics, Incorporated Proposal for the Purchase of an Outdoor Video Display and Accessories for Grand Prairie Park Baseball Facility
 - t. Encroachment Agreement with Cornerstone Lake Condominium Association for Private Improvements in Public Property
 - u. Correction to 2026 Temporary, Seasonal & Instructor Pay Resolution
 - v. Approve 2nd Amendment To Fiscal Agent Agreement with Dakota 911
 - w. Adoption of 2026 Legislative Priorities
 - x. Agreement for Municipal Solid Waste, Recyclable Material, and Organic Waste Disposal
 - y. CDBG Subrecipient Agreement with DARTS for LOOP Senior Bus Service, Senior Outdoor Chores and Minor Home Repairs
7. Action Items
- a. Dakota Waste Solutions Preliminary Plat, Rezoning and Planned Unit Development
 - b. North Creek Second Addition Preliminary Plat
 - c. Report on City Administrator's Performance Evaluation
8. Unfinished Business
9. New Business
10. Announcements
- a. Next City Council Meeting January 5, 2026
 - b. Next City Council Work Session is January 26, 2026
11. Adjourn



Date: 12/15/2025

Check Register Summary

Proposed Action

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

Overview

Checks	328025-	\$1,347,526.07
	328116	
ACH/EFT	23485-	\$2,302,127.34
	23621	
Total		\$3,649,653.41

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. 12.02.25 CKSUM-Checks
2. 12.02.25 CKSUM-ACH-EFT
3. Check Register 12.02.25 for December 15, 2025 Council Mtg - Checks
4. Check Register 12.02.25 for December 15, 2025 Council Mtg - ACH-EFT

Financial Impact: \$3,649,653.41 Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Cheri Donovan, Assistant Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	51,283.68
2000 COMMUNICATIONS FUND	9,292.41
3125 2025A FIRST CENTER	1,205.00
4000 BUILDING FUND	15,250.00
4100 EQUIPMENT FUND	139,753.72
4125 TECHNOLOGY FUND	15,315.28
4200 PARK DEDICATION FUND	23,392.00
4500 PARK IMPROVEMENT FUND	4,721.40
4720 2024A PARK BONDS	240,758.50
6597 2025 STREET PROJECTS	865.10
7450 ENVIRONMENTAL RESOURCES FUND	2,030.38
7575 STREET LIGHTING FUND	209.57
7600 WATER FUND	12,803.06
7700 SEWER FUND	488,867.11
7800 LIQUOR FUND	270,194.37
7900 MUNICIPAL RESERVES FUND	3,439.59
8000 ESCROW FUND	68,144.90
Report Total:	1,347,526.07

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	235,197.81
4000 BUILDING FUND	106,634.98
4100 EQUIPMENT FUND	121,832.00
4125 TECHNOLOGY FUND	4,100.34
4200 PARK DEDICATION FUND	21,720.16
4500 PARK IMPROVEMENT FUND	2,512.73
4720 2024A PARK BONDS	235,395.27
5400 STORMWATER INFRASTRUCTURE FND	18,195.00
5500 WATER TRUNK FUND	1,968.38
5600 SANITARY SEWER TRUNK FUND	0.00
6597 2025 STREET PROJECTS	147,184.32
7450 ENVIRONMENTAL RESOURCES FUND	16,071.36
7575 STREET LIGHTING FUND	48.13
7600 WATER FUND	101,727.52
7700 SEWER FUND	10,787.46
7800 LIQUOR FUND	550,204.03
8000 ESCROW FUND	12,000.00
8970 LAKEVILLE ARENAS - OPERATIONS	11.00
9800 PAYROLL CLEARING FUND	716,536.85
Report Total:	2,302,127.34



MINUTES CITY COUNCIL MEETING

**December 1, 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; Fire Chief, Mike Meyer; Human Resource Director, Alissa Frey; City Engineer, Zach Johnson

3. Citizen Comments

Beth Loudon, 12330 210th Street West, addressed the City Council regarding the Southwest Study Area AUAR review and submitted two handouts for the record. She stated her opposition to the proposed amendments to the 2040 Comprehensive Plan and related zoning map changes.

Bob Erickson, 19081 Inndale Drive, addressed the City Council regarding the Southwest Study Area AUAR review and submitted a handout for the record.

4. Additional agenda information

Lakeville Baseball Association requested that Item 6.d, AIM Electronics, Incorporated Proposal for the Purchase of an Outdoor Video Display and Accessories for the Grand Prairie Park Baseball Facility, be removed from the agenda.

5. Presentations/Introductions

a. Swearing-In & Badging of Firefighters

Fire Chief Mike Meyer introduced four new Fire Fighters at the meeting.

b. Park and Recreation Quarterly Report

Park and Recreation Director Joe Masiarchin presented Park and Recreation Quarterly Report.

6. Consent Agenda

Motion was made by Bermel, seconded by Wolter, to remove Item D (AIM Electronics, Incorporated – Proposal for the Purchase of an Outdoor Video Display and Accessories for

the Grand Prairie Park Baseball Facility), to move Item H (Resolution Abating the Reassessment for Removal of a Hazardous Building) to Action Items as 7A, and to approve the agenda as amended.

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

- 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
- i. Teamsters Labor Agreement 2026-2027
- j. 2026 Pay Plan Resolutions
- k. Police LELS MOU for 2026 Wages
- 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

- h. Resolution Abating the Reassessment for Removal of a Hazardous Building**
Motion was made by Lee, seconded by Volk, to approve a Resolution Abating the Reassessment for Removal of a Hazardous Building.

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

Nays- Wolter

- a. Kyla Crossing Second Addition Preliminary Plat, Comprehensive Plan and Zoning Map Amendments**
Bill Ryan, with Topaz, LLC, presented his proposal for Kyla Crossing Second Addition. The proposal includes 18 single-family lots on 7.64 acres located north of Kenwood Trail and west of Ipava Avenue.

Community Development Director Goodroad provided the staff report and added that this request includes amending the 2040 Comprehensive Land Use Plan from Medium/High Density Residential to Low Density Residential to reflect the proposed density of 3.0 units per acre, and a corresponding Zoning Map amendment from RM-2, Medium Density Residential District, to RST 2, Single and Two-Family Residential District. The Planning Commission held a public hearing on November 20, 2025, and one comment was received. The applicant submitted a revised landscape plan on

November 20 to address Stipulation No. 8 from the November 10 planning report. The Planning Commission unanimously recommended approval.

Motion was made by Volk, seconded by Wolter, to approve a resolution approving the Kyla Crossing Second Addition preliminary plat, a resolution approving Comprehensive Plan Amendment, and an ordinance approving a Zoning Map amendment, and adopt the findings of fact dated December 1, 2025.
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

b. Public Hearing on Ordering Improvements and Preparation of the Plans for the 2026 214th Street Reconstruction Project

Public Works Director Paul Oehme presented the Feasibility Report for the 2026 214th Street Reconstruction Project and reviewed the purpose of the public hearing, as required under Minnesota Statutes Chapter 429.

The project includes the reconstruction of portions of roadway within Imperial First Addition, Airlake Industrial Park 1st Addition, and Airlake Development Addition. Staff provided an overview of the project scope, estimated project cost of \$577,374, proposed assessment area, estimated assessments, and the City's Assessment Policy. Notice of the hearing was published and mailed to affected properties as required.

Mayor Hellier opened the public hearing at 6:50 p.m.

There were no comments from the public.

Motion was made by Bermel, seconded by Lee, to close the Public Hearing at 6:51 p.m. Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

City Council added that the project was necessary and feasible.

Motion was made by Bermel, seconded by Wolter, to adopt a resolution ordering the improvements and authorizing the preparation of plans and specifications for the 2026 214th Street Reconstruction Project, City Project 26-01.

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

c. Public Hearing on the Adoption of a Fee Schedule by Ordinance

Finance Director Julie Stahl explained that approval of the ordinance and accompanying resolution will update the City's permit, planning, engineering, connection, and other development-related fees, as well as revise the overall fee schedule following the required public hearing. She noted that the proposed 2026 updates reflect the annual cost-of-service review and prior Council work session discussions and include adjustments to park shelter rental fees and the utility bill late payment charge.

Mayor Hellier opened the public hearing at 6:54 p.m.

There were no comments from the public.

Motion was made by Wolter, seconded by Volk, to close the public hearing at 6:55 p.m. Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Motion was made by Wolter, seconded by Lee, to adopt the Ordinance Adopting Fees, a Summary Publication of Ordinance, and the Resolution Adopting the Fee Schedule Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

d. Public Budget Meeting (Truth In Taxation) for 2026 Property Tax Levy and Budget

Finance Director Julie Stahl presented the 2026 proposed property tax levy and budget as required under Minnesota's Truth-in-Taxation laws. The presentation included an overview of levy changes, budget impacts, and estimated tax effects for residential and commercial properties. The proposed 2026 levy totals \$51,986,475, representing a 6.4% increase from 2025 and a decrease from the preliminary levy adopted in September.

Budget summaries were presented, showing total 2026 revenues of approximately \$200.9 million and expenditures of \$218.7 million across all funds. The adopted General Fund budget includes \$47.37 million in revenues and \$46.53 million in expenditures, resulting in a projected net increase in fund balance.

Mayor Hellier opened the public hearing at 7:07 p.m.

There were no comments from the public.

Motion was made by Lee, seconded by Volk, to close the public hearing at 7:08 p.m. Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

The City Council thanked staff for their hard work in preparing the 2026 budget and for their efforts to keep the levy increase low and reasonable.

Motion was made by Lee, seconded by Bermel, to adopt the Resolution Adopting the 2026 Final Tax Levy, the Resolution Adopting the 2026 Budget, and the Resolution Authorizing the Purchase and Disposal of Vehicles and Equipment. Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

8. Unfinished Business

None

9. New Business

None

10. Announcements

a. Next Work Session 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)

Motion was made by Wolter, seconded by Volk, to close the meeting at 7:13 p.m. to conduct a performance evaluation of City Administrator Justin Miller pursuant to MN Statute 13D.05 subd. 3(a).

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor

CITY OF LAKEVILLE
SPECIAL CITY COUNCIL MEETING MINUTES
DECEMBER 1, 2025

1. Mayor Hellier called the meeting to order at 7:19 p.m.

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

Staff Present: Justin Miller, City Administrator; Human Resources Director Alissa Frey

2. Closed meeting for the purpose of conducting a performance evaluation of City Administrator Justin Miller pursuant to MN Statute 13D.05 subd. 3(a).

Motion to Close the Meeting

Motion was made by Council member Wolter, seconded by Volk to, to close the meeting for the purpose of conducting a performance evaluation of City Administrator Justin Miller pursuant to MN Statute 13D.05 subd. 3(a).

Voice vote was taken on the motion . Ayes – 5

The City Council met in closed session to conduct the performance evaluation of City Administrator Miller. The Council will summarize its conclusions at the December 15, 2025 regular meeting.

4. Adjourn

Motion was made by Council member Bermel, seconded by Council member Lee to adjourn the meeting at 7:41 p.m.

Voice vote was taken on the motion. Ayes - 5

Respectfully submitted,

Alissa Frey, Human Resource Director

Luke M. Hellier, Mayor



MINUTES CITY COUNCIL WORK SESSION

**November 24, 2025 - 6:00 PM
Lakeville City Hall, Marion Conference Room**

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

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

Members Present: Mayor Hellier, Council Members Bermel, Lee, Volk, Wolter, Volk via Teams.

Staff Present: Justin Miller, City Administrator; Julie Stahl, Finance Director; Allyn Kuennen, Assistant City Administrator; Taylor Snider, Assistant to the City Administrator; Brad Paulson, Police Chief; Michael Meyer, Fire Chief; Jeff Hanson, Police Lieutenant

2. Citizen Comments

None

3. Discussion Items

a. Lakeville Fire Relief Benefit and State Aid Proposal

Chief Meyer, Dan Quam, Reed Schultz, Brian Monahan, and Eric Smoot presented the Lakeville Fire Relief Benefit and State Aid Proposal to the City Council. This proposal is a multi-year agreement that would shorten the vesting schedule, increase the benefit level over the next two years, and establish a cost-sharing arrangement for state aid between the Relief Association and the City of Lakeville.

Council is comfortable with this plan and appreciates the Relief Association for looking towards the future and putting great thought into this proposal. The Council supports the proposal, assuming it passes the Fire Relief membership vote.

b. Deployment of Citywide License Plate Reader (LPR) cameras

Chief Paulson and Lieutenant Hanson presented to Council a plan for the deployment of citywide License Plate Reader (LPR) cameras. In recent years, LPR systems have proven to be one of the most effective tools in proactive policing and criminal investigations. Multiple agencies across the metro area, including Prior Lake, Eagan, Dakota County, Savage, and Shakopee have deployed LPR systems with measurable success. These systems identify and alert officers to stolen vehicles, outstanding

warrants, and vehicles associated with Amber Alerts. They would be strategically placed to capture license plates entering or exiting Lakeville. Images would be retained for 30 days and are not used for traffic enforcement or real-time vehicle tracking.

Council is in favor of moving forward with these cameras and sees this as a great way to be part of a regional solution.

c. 2026 Special Revenue Fund Budgets

Finance Director Julie Stahl presents the 2026 Special Revenue Fund Budgets.

Council would like to discuss franchise fees at the City Council Retreat in January.

d. 2025 YE Preview and Final 2026 Budget/Levy Discussion

Finance Director Julie Stahl presented to Council. Staff asked Council for direction regarding the final 2026 property tax levy and budget in order to prepare resolutions for the December 1 Council Meeting.

Members from the Finance Committee offered their insights on where the City is financially and confirm that the City will continue to meet its financial policy goals. The members also provided insight into Council's questions they had.

4. Items for Future Discussion

Council would like to discuss America 250 at a future meeting.

5. Committee/ City Administrator Updates

Councilmember Wolter and Councilmember Bermel attend the National League of Cities Conference. They both had a great experience and shared information they learned with the other Council members.

Councilmember Lee attended the Fire Relief Association meeting where they worked through the pension changes that were presented earlier in the Work Session.

Mayor Hellier updated the Council that the Hasse family will be donating the press box at the baseball stadium and Grand Prairie Park when completed.

6. Adjourn

Motion was made by Wolter, seconded by Bermel, to adjourn. Mayor Hellier adjourned the meeting at 7:18 p.m.

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Heller, Mayor



Date: 12/15/2025

Resolution Amending the 2026 Regular City Council Meetings and Work Session Calendar

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution amending the 2026 Regular City Council Meeting and Work Session Calendar.

Overview

The City Council has set a date for its Annual City Council Retreat. It will take place on Saturday, January 17, 2026, at John Hennen Antlers Park Pavilion at 9:00 a.m.

Supporting Information

1. Resolution Amending Dates of Regular City Council Meetings and Work Sessions

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: <i>Ann Orlofsky</i>, City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. 25-

**RESOLUTION AMENDING DATES AND TIMES OF REGULAR
CITY COUNCIL MEETINGS AND WORK SESSIONS**

WHEREAS the City Council has set the date for their annual City Council Retreat for Saturday, January 17th, 2026, to be held at the John Hennen Antlers Park Pavilion at 9:00 a.m.

NOW, THEREFORE, BE IT RESOLVED that meeting dates in 2026 for the Lakeville City Council shall be as follows. These meetings shall begin at 6:00 p.m.

<u>Regular Meeting</u>	<u>Regular Meeting</u>	<u>Work Session</u>
January 5	January 20*	January 26
February 2	February 17*	February 23
March 2	March 16	March 23
April 6	April 20	April 27
May 4	May 18	May 26*
June 1	June 15	June 22
July 6	July 20	July 27
August 3	August 17	August 24
September 8*	September 21	September 28
October 5	October 19	October 26
November 2	November 16	November 23
December 7	December 14	December 21

*Meeting date is Tuesday due to legal holiday on Monday

The City Council Retreat will be held on January 17, 2026, at 9:00 a.m., at the John Hennen Pavilion at Antlers Park.

ADOPTED by the Lakeville City Council this 15th day of December 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 12/15/2025

2026 Renewal of mixed municipal solid waste and recyclable material licenses

Proposed Action

Staff recommends adoption of the following motion: Move to approve the issuance of the 2026 mixed municipal solid waste and recyclable material collector for 2026.

Overview

Title 3, Chapter 8 of the City Code requires waste haulers to obtain an annual license approved by the City Council. The ordinance provides two classes of licenses: Class A licenses authorize the collection of mixed municipal solid waste and recyclable materials from all locations within the City, while Class B licenses authorize collection from commercial and multi-family (apartment) dwellings.

The number of Class A licenses is limited to five; there is no limit on Class B licenses. All eight currently licensed haulers have submitted renewal applications and meet the requirements for license renewal.

Mixed Municipal Solid Waste and Recyclable Material Collector License	
Class A	Class B
Allied Wastes Services/Republic Services 4325 East 66th Street Inver Grove Heights, MN 55076	Aspen Waste Systems, Inc. 2951 Weeks Avenue SE Minneapolis, MN 55414
Buckingham Disposal 5980 Credit River Road SE Prior Lake, MN 55372	
Dick's Sanitation 8984 215th Street W Lakeville, MN 55044	
Niti Sanitation, Inc. 16555 Clayton Avenue E Rosemount, MN 55068	
Waste Management 1901 Ames Drive Burnsville, MN 55306	

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Ann Orlofsky, City Clerk
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Date: 12/15/2025

Flock Group Inc. Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Master Services Agreement with Flock Group Inc for twenty License Plate Reader (LPR) Cameras

Overview

The Lakeville Police Department has seen a consistent increase in regional crimes involving stolen vehicles, catalytic converter thefts, property damage, and organized retail/residential theft groups using vehicles to commit and flee from offenses, among other quality of life crimes such as hit and runs.

In recent years, LPR systems have proven to be one of the most effective tools in proactive policing and criminal investigations. Multiple agencies across the metro area, including Prior Lake, Eagan, Dakota County, Savage, and Shakopee have deployed LPR systems with measurable success. There are even private retailers in our community that have found success in their loss prevention initiatives by placing LPRs on their private property. These systems allow agencies to:

- Identify and alert officers to stolen vehicles, wanted people, or vehicles associated with Amber Alerts.
- Providing critical investigative leads by capturing license plates entering or exiting the city.
- Share and receive data regionally with other law enforcement agencies through the LPR networks, fostering inter-agency collaboration.

The system uses motion-activated cameras that capture license plate data and associated vehicle descriptors (color, make, type, and unique features). Images are retained for 30 days and are not used for traffic enforcement or real-time vehicle tracking. Access is restricted to authorized users for legitimate law enforcement purposes and complies with state and federal data retention standards. The proposed agreement has been reviewed by the City Attorney.

Supporting Information

1. MN - Lakeville PD - Law Enforcement Agreement - (1)
2. MSA - MN - Lakeville PD - Law Enforcement Agreement (4)

Financial Impact: \$67,050.00/Year 1 **Budgeted:** Yes **Source:** Year 1 (\$67,050.00) -
Reallocated Funds
Year 2 (\$60,000.00) - Future Budget Expenditure
Envision Lakeville Community Values: Safety Throughout the Community
Report Completed by: Brad Paulson, Chief of Police

CITY OF LAKEVILLE

RESOLUTION NO. _____

FLOCK GROUP INC. AGREEMENT

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“***Notifications***”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“***Permitted Purpose***”).

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

Flock Safety + MN - Lakeville PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Bo Manor
bo.manor@flocksafety.com
+17154569138

Quote Number: Q-166025
Expiration Date: 10/31/2025



EXHIBIT A
ORDER FORM

Customer: MN - Lakeville PD
Legal Entity Name: MN - Lakeville PD
Accounts Payable Email:
Address: 9237 183Rd St W Lakeville, Minnesota 55044

Initial Term: 24 Months
Renewal Term: 36 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$60,000.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	20	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$325.00	9	\$2,925.00
Professional Services - Existing Infrastructure Implementation Fee	\$75.00	5	\$375.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$625.00	6	\$3,750.00
		Subtotal Year 1:	\$67,050.00
		Annual Recurring Subtotal:	\$60,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$127,050.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$67,050.00
Annual Recurring after Year 1	\$60,000.00

Contract Total	\$127,050.00
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*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$7,050.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MN - Lakeville PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Title: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***“Support Services”***).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (***“Service Interruption”***).

Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured.

Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at

least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for

any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary

Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is classified as public pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. Subject to Customer's records retention obligations under Minnesota Statutes Section 138.17, at the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret. Flock must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by Customer pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Flock pursuant to this Agreement. Flock 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 Flock receives a request to release data, Flock must immediately notify Customer. Customer will give Flock instructions concerning the release of the data to the requesting party before the data is released. Flock agrees to defend, indemnify, and hold Customer, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Flock'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.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper

with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock

will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED

DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL

KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise

expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may

outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United

States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds

are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock’s Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



Date: 12/15/2025

Resolution accepting donations from customers of the Lakeville Municipal Liquor Stores

Proposed Action

Staff recommends adoption of the following motion:

Overview

The Lakeville Liquor Stores hosted a fundraiser for the Lakeville Yellow Ribbon program during the month of November 2025. Funds were raised using donation jars, sale of discounted club memberships, round up sales option, in-store silent auctions, and admission fees from Emporium Room events.

Total funds provided by the Lakeville Liquor Stores for the Lakeville Yellow Ribbon totaled \$28,759.83.

Supporting Information

None

Financial Impact: \$28,759.83 Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community Value and Belonging Report Completed by: Tana Wold, Liquor Operations Director

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION ACCEPTING DONATIONS FROM CUSTOMERS OF THE
LAKEVILLE MUNICIPAL LIQUOR STORES**

Whereas, Minnesota Statute 465.03 requires that all gifts and donation of real or personal property be accepted only with adoption of a resolution of the governing body; and

Whereas, the City of Lakeville's Liquors Stores have received donations of money in the amount of \$28,759.83; and

Whereas, the grants and/or donations were beneficial to the department, and

Whereas, the additional revenues received may require the City to incur additional expenditures in order to comply with any grant agreements or restrictions to the donations.

Now, therefore it be resolved by the City Council of the City of Lakeville that the donations are hereby officially accepted and acknowledged with gratitude to the donors; and

Be it further resolved that City staff is authorized to amend the budget to comply with any grant agreements or restrictions to the donations.

Approved this 15th day of December 2025

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 12/15/2025

Election of Non-Waiver of Statutory Municipal Tort Liability Limits

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Electing the Non-Waiver of Statutory Municipal Tort Liability Limits.

Overview

The City of Lakeville participates in the League of Minnesota Cities Insurance Trust (LMCIT) for securing its liability, property, casualty, automobile and workers compensation insurance coverage. As a consideration of insurance policy renewal, the City must annually execute an “LMCIT Liability Coverage Waiver Form” and:

1. Determine whether to waive the statutory liability limits

Staff recommend that the City not waive municipal tort liability limits for 2026.

Staff also recommend not purchasing Excess Liability beyond the existing \$2M coverage.

Supporting Information

1. Tort Limits information
2. Resolution Non-Waiver Tort Liability

Financial Impact: \$ n/a Budgeted: No Source: Municipal Reserve Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Julie Stahl, Finance Director
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PRIMARY ISSUES TO CONSIDER

If the City does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the City purchases the optional excess liability coverage. A tort is a civil wrong whereby an injured party may be entitled to compensation.

If the City waives the statutory tort limits, a single claimant could potentially recover up to \$2 million for a single occurrence. (Under this option the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2 million, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

For coverage written or renewed on or after November 15, 2014 LMCIT's liability coverage will provide a limit of \$2 million per occurrence. The LMCIT is providing higher coverage limits than the statutory limit to give member cities better protection. The statutory liability limit caps the City's liability for many types of claims, but some liability claims aren't covered by the statutory limit, so the City's potential liability is unlimited. The higher limit also protects against a major incident in which many people might be injured. Another reason to provide higher limits is because it is increasingly more common to see contracts requiring more than the statutory limit of \$1.5 million; a more common figure is the \$2 million limit.

The bottom line is the Council must decide if it wishes to allow a higher recovery amount if an individual was successful under a tort liability claim against the City. The advantage of the waiver option is that it allows in some cases for a claimant with a legitimate claim to recover more of their actual damages. The disadvantage is that the City's liability exposure is greater if it waives the statutory limits and the City's liability insurance premium would increase. The cost to waive the statutory limits would be about 3.5% of our base liability premium or approximately \$8,129 annually. In the past the Council has declined waiving the statutory monetary limits because it increases the amount available to award to a successful plaintiff, it may encourage larger settlements and it drives up the City's insurance premium. Very few cities insured by LMCIT have chosen to waive the statutory tort limits.

RESOLUTION NO. _____

Election of Non-Waiver of Statutory Municipal Tort Liability Limits

WHEREAS, Minnesota Statutes 466.04 imposes limits on municipal tort liability; and

WHEREAS, The City of Lakeville has the option to waive the protection of statutorily imposed limits on what a claimant can recover in a tort liability action; and

WHEREAS, The Lakeville City Council has evaluated whether to waive the limit on tort liability.

NOW THEREFORE, BE IT RESOLVED, that the City of Lakeville hereby exercises the following elections with respect to the available LMCIT insurance options:

1. The City of Lakeville DOES NOT WAIVE the monetary limits on municipal tort liability established by Minnesota Statutes Section 466.04 effective for the 2026 policy year.

ADOPTED by the Lakeville City Council this 15th day of December 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 12/15/2025

MOU to LELS Police Officer Contract

Proposed Action

Staff recommends adoption of the following motion: move to approve the MOU for LELS Local 128 Police Officer Contract.

Overview

The LELS Local 128 Police Officer contract is currently valid through December 31, 2026. The city and union have agreed to modifications or clarifications beginning January 1, 2026. Below is an explanation of each modification that is included in the attached MOU.

Historically, members of this union had an option to select between an education (for those with a bachelor's degree or higher) or a longevity stipend, but they could not have both. For 2026, it was previously agreed upon that longevity would be phased out and instead, built into the base wages. Due to this change, there was confusion surrounding who would now qualify for the educational stipend. The attached MOU clarifies that for 2026, anyone who holds a bachelor's degree or higher would be qualified to receive a lump-sum, annual stipend in the amount of \$360. This is to be paid out prior to the last payroll of February 2026.

The second clarification addressed in the MOU is regarding the new state requirement of Paid Family Medical Leave. The group wanted certainty that the required payroll premium would be split on a 50/50 basis between the employer and the employee. This has always been the city's recommendation and is compliant with what state law requires.

Lastly, there is a clarification surrounding the recruitment process and the ability to front-load vacation hours. Currently, the city has not allowed vacation hours to be front-loaded for Police Officers as that is not explicitly written in the contract. We have seen a big shift in the law enforcement market and the ability to offer front-loaded vacation hours is a common request during the recruitment phase. The membership group has agreed to allow this as a means to be more competitive in recruitment efforts.

Supporting Information

1. MOU to Education, PFML, Vacation - union signed

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 Article 24. Education Pay/Tuition Reimbursement, effective January 1, 2026. The amendment will be a lump-sum payout of the current \$30.00 monthly education incentive. This lump-sum payment (maximum of \$360.00) will be made to all employees covered under this agreement who currently hold a bachelor's degree and will be paid no later than the last payroll of February 2026. Employees may need to assist the Employer by providing educational documents, if they are not currently in the possession of the Employer.

Newly hired employees, or employees who obtain a bachelor's degree mid-year, will be eligible for a pro-rated lump-sum amount payable based on hire date or date of degree earned.

WHEREAS, the City of Lakeville and L.E.L.S. Local #128 have agreed that effective January 1, 2026, the employer and employee will split the premiums associated with Paid Family and Medical Leave (PFML), or an alternative private plan, on a 50/50 basis, with the employee share payable through payroll deductions pursuant to Minn. Stat. §268B.14. Employees may utilize accrued paid leave to supplement PFML not to exceed 100% of the regular weekly wage of the employee.

WHEREAS, the City of Lakeville and L.E.L.S. Local #128 agree that effective January 1, 2026, upon initial hire and at the discretion of the employer, an employee may receive a one-time frontload of vacation hours. The front-loaded balance is provided in addition to the employee's regular vacation accruals and is not subject to any earning schedule. Employees may use this frontloaded balance immediately upon hire and at the discretion of the department (subject to normal scheduling approval procedures). The front-loaded balance shall not be replenished in subsequent years and will be treated as part of the employee's total available vacation leave.

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

**FOR LAW ENFORCEMENT
(LOCAL #128)**

Dated: 12/09/2025

By: 
Business Agent

Dated: 12/10/2025

By: Todd Williams
Todd Williams (Dec 10, 2025 09:38:29 CST)
Steward

Dated: 12/08/2025 _____


By: Brad Wubben (Dec 8, 2025 16:24:15 CST)
Steward

FOR CITY OF LAKEVILLE

Dated: _____

By: _____
Mayor Luke Hellier

Dated: _____

By: _____
City Administrator Justin Miller

Memorandum of Understanding

Final Audit Report

2025-12-10

Created:	2025-12-08
By:	Alissa Frey (afrey@lakevillemn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO6o7tPwSgWrVJ3yhYQvREKMpmSP5I2Ns

"Memorandum of Understanding" History

-  Document created by Alissa Frey (afrey@lakevillemn.gov)
2025-12-08 - 10:14:56 PM GMT
-  Document emailed to Sean McKnight (smcknight@lcls.org) for signature
2025-12-08 - 10:15:00 PM GMT
-  Document emailed to Todd Williams (twilliams@lakevillemn.gov) for signature
2025-12-08 - 10:15:00 PM GMT
-  Document emailed to Brad Wubben (bwubben@lakevillemn.gov) for signature
2025-12-08 - 10:15:00 PM GMT
-  Email viewed by Brad Wubben (bwubben@lakevillemn.gov)
2025-12-08 - 10:21:18 PM GMT
-  Document e-signed by Brad Wubben (bwubben@lakevillemn.gov)
Signature Date: 2025-12-08 - 10:24:15 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXX6506
-  Email viewed by Sean McKnight (smcknight@lcls.org)
2025-12-09 - 1:44:17 PM GMT
-  Document e-signed by Sean McKnight (smcknight@lcls.org)
Signature Date: 2025-12-09 - 1:44:36 PM GMT - Time Source: server
-  Email viewed by Todd Williams (twilliams@lakevillemn.gov)
2025-12-10 - 3:37:48 PM GMT
-  Document e-signed by Todd Williams (twilliams@lakevillemn.gov)
Signature Date: 2025-12-10 - 3:38:29 PM GMT - Time Source: server
-  Agreement completed.
2025-12-10 - 3:38:29 PM GMT



Date: 12/15/2025

ESST, Holiday and PTO Policy Revisions

Proposed Action

Staff recommends adoption of the following motion: move to approve the revisions to ESST, Holiday and PTO policies within the Lakeville Policy Manual.

Overview

Lakeville policy 6.39 describes that employment benefits are only to be applicable to employees hired on a full-time basis. This policy further goes on to explain that certain positions may be granted certain benefits on a prorated basis. There are current part-time positions that have been receiving certain prorated benefits. However, as we move forward, it's becoming increasingly difficult to differentiate what part-time employees should receive due to not having a standard threshold to base this off of. A standard threshold allows for more consistency within the organization.

Staff is proposing that only part-time employees who are routinely scheduled to consistently work at least 25 hours a week (or more), would be eligible for prorated PTO and Holiday time off benefits. With this proposal, there is a clear definition of the threshold to qualify. To clarify — anyone who is not receiving PTO accruals will still be eligible to accrue Employee Sick and Safe Time (ESST) accruals. ESST accruals are meant and intended moreso for employees who work a minimal or varying schedule.

The Holiday (6.46) and PTO (6.51) policies are being updated to include this definition for certain eligible part-time employees. The ESST policy update is only a minor change, emphasizing that in general, most part-time employees are covered by ESST (not only liquor employees). Unless, of course, they meet the above definition, in which they would qualify for prorated PTO and Holiday time off benefits.

Supporting Information

1. Holiday Policy Updated
2. PTO Policy Updated
3. ESST Policy Updated

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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HOLIDAYS

Policy 6.46

1) POLICY

- a) The following legal holidays will be observed as paid holidays for regular city employees:
 - i) New Year's Day, January 1
 - ii) Martin Luther King's Birthday, third Monday in January
 - iii) Washington's and Lincoln's Birthday, third Monday in February
 - iv) Memorial Day, last Monday in May
 - v) Juneteenth, June 19
 - vi) Independence Day, July 4
 - vii) Labor Day, first Monday in September
 - viii) Veterans Day, November 11
 - ix) Thanksgiving Day, fourth Thursday in November
 - x) Day After Thanksgiving, fourth Friday in November
 - xi) Christmas Eve, December 24
 - xii) Christmas Day, December 25
- b) Provided that when New Year's Day, Juneteenth, Independence Day, Veterans Day, or Christmas Day falls on Sunday, the following day shall be a holiday; and provided that when New Year's Day, Juneteenth, Independence Day, Veterans Day, or Christmas Day falls on Saturday, the preceding day shall be a holiday. When December 24th falls on a Friday, Thursday shall be designated as the Christmas Eve holiday. When December 24th falls on a Sunday, the following Tuesday shall be designated as the Christmas Eve holiday.
- c) Nonexempt employees who are required to be on duty on any holiday, or who agree to be on duty on any holiday, will be compensated at one and one-half (1 ½) times their regular rate of pay. This pay shall be in addition to their holiday pay.
- d) Part-time employees who maintain a routine schedule and consistently work a minimum of 25 hours or more in a workweek are eligible for pro-rated holiday time.

PAID TIME OFF

Policy 6.51

1) POLICY

- a) All eligible employees will accrue Paid Time Off (PTO) based on years of service with the City of Lakeville. The PTO benefit replaces the city policies on vacation and sick leave and combines these benefits into a single plan. The Paid Time Off is the city's designated leave bank for Earned Sick and Safe Time (ESST) for eligible employees accruing PTO.
- b) Part-time employees who maintain a routine schedule and consistently work a minimum of 25 hours or more in a workweek are eligible for pro-rated PTO accruals.
- c) PTO can be used for any purpose, subject only to normal request/approval procedures consistent with policy and labor agreements. Employees may use PTO for care or treatment of mental or physical illness, injury or other health condition, preventative care, closure of the employee's place of business due to weather or another public emergency, absence due to domestic abuse or assault, care of a family member or to provide care for a family member or other designated individual.
- d) Requests for leave for reasons other than ESST must be submitted to the supervisor a minimum of 14 days (two weeks) in advance and will be granted in seniority order. Requests made with less than 14 days of notice will be granted on a first come, first-serve basis at the discretion of the supervisor.
- e) If the need for sick and safe time is foreseeable, the city requires seven (7) days advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe time as soon as practicable. Other unscheduled use requires notification to the supervisor a minimum of 30 minutes prior to the employee's scheduled workday. Requests made for reasons other than ESST, are subject to the discretion of the supervisor. When an employee uses ESST for more than three (3) consecutive days, the city may require appropriate supporting documentation.
- f) Retaliation prohibited: The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESST rights, requesting an ESST absence, or pursuing remedies. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under ESST.
- g) Benefits and return to work protections: An employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums. An employee returning from time off for ESST is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during ESST absences will continue

to accrue as if the employee has been continually employed.

g)h) PTO time is accrued biweekly on an hourly basis.

h)i) The maximum amount of PTO than can be accrued and carried over to the next year will be 480 hours.

i)j) An employee that leaves the city in good standing, after giving proper notice, will be compensated for PTO leave accrued and unused to the date of separation. The amount will be taxable to the employee at their regular compensation rate on the date of separation.

j)k) Employees using PTO leave will be considered to be working for the purpose of accumulating additional PTO time.

k)l) In December of each year, employees who have a leave balance of 240 PTO hours on November 30 will receive the option to elect to cash out a portion of the PTO to be earned in the following calendar year. Full-time employees may choose to receive cash for 40 hours of PTO. Part-time employees may choose to receive cash for a pro-rated value of 40 hours each calendar year. Employees cannot reverse the choice after December 31 of each year. PTO cash payment will be paid by July 1. The amount will be taxable to the employee at the regular compensation rate at the time of PTO cash payment. If the employee terminates employment before June 30, the cash payout will be pro-rated.

l)m) Exempt employees, including the City Administrator, who reach the salary limit requirements of M.S. 43A.17, Subd. 9 (Governor's salary cap) or, if applicable, the waiver limit authorized by the Commissioner of the Office of Management and Budget, will receive equivalent hours above the limit in paid leave. The amount of paid leave for each such employee shall be determined by the City Council. Paid leave will be accrued on a per-pay-period basis and may be used as earned, maintained in a paid leave bank, or cashed out upon separation of

employment. The PTO program will be distinct and separate from the City's normal paid time off program. While there will be no cap on PTO accrual, the City Administrator may place restrictions on the amount of vacation that may be taken annually. The City Council may place restrictions on the amount of vacation the City Administrator may take annually.

PARTICIPATION

m)n) Effective February 1, 2007, all non-union and union employees that have bargained this benefit into their contracts will have the opportunity to participate in the PTO benefit.

n)o) Employees who choose not to participate will have the option on an annual basis to switch to

the PTO plan during a period of open enrollment. Once the election is made to convert to the PTO program, employees cannot return to the vacation, sick leave and funeral leave program.

o)p) Employees who choose not to participate in the PTO benefit will continue to accrue sick and vacation time according to those policies.

p)q) All employees hired after February 1, 2007, will participate in the PTO program.

PTO ACCRUAL SCHEDULE

[47](#) The accrual schedule for full-time employees is as follows:

1 st year of employment	18 days	144 hours
2 nd year of employment	18 days	144 hours
3 rd year of employment	19 days	152 hours
4 th year of employment	19 days	152 hours
5 th year of employment	20 days	160 hours
6 th year of employment	20 days	160 hours
7 th year of employment	22 days	176 hours
8 th year of employment	22 days	176 hours
9 th year of employment	24 days	192 hours
10 th year of employment	24 days	192 hours
11 th year of employment	26 days	208 hours
12 th year of employment	26 days	208 hours
13 th year of employment	28 days	224 hours
14 th year of employment	28 days	224 hours
15 th year of employment	30 days	240 hours

CONVERSION

Conversion to the PTO plan is optional for employees hired before February 1, 2007.

Current vacation accruals will be converted 1:1 to the PTO accrual.

Sick balances will be converted to an Extended Medical Bank (EMB) at a 1:1 ratio at the time of PTO election.

At retirement or separation, the value of the EMB will be either placed into a Health Care Savings Plan or paid directly to the employee according to city policy and/or contract language.

EXTENDED MEDICAL BANK

s) EMB hours may only be used after the first 40 consecutive hours of an absence for the employee's serious health condition, or the serious health condition of the employee's child.

Effective August 1, 2013, EMB may also be used for the serious health condition of the employee's adult children, spouse, siblings, parents, grandparents or stepparents.

This use is limited to 160 hours in a year. The forty-hour waiting period shall apply to each separate incident of a serious health condition.

t) For regular part-time employees, the waiting period before becoming eligible to use extended leave pay shall be based on a prorated basis by determining the actual hours the employee is scheduled to work according to the budget.

u) EMB leave shall not be considered as a privilege or vested right which an employee may use at their discretion but shall be considered as a type of insurance which shall be allowed in case of a serious health condition of the employee or the employee's child.

v) Employees shall notify their immediate supervisor or the Human Resources Department on the first day of a qualifying serious health condition. Any employee using EMB leave may be placed on concurrent FMLA leave.

EARNED SICK AND SAFE TIME

Policy 6.55.1

1) POLICY

- a) Effective January 1, 2024, part-time ~~Liquor Store~~ employees, seasonal employees, and temporary employees who are expected to work at least 80 hours in a calendar year for the city will accrue earned Sick and Safe Time (ESST) at one hour for every 30 hours worked, up to a maximum of 48 hours of sick and safe time per year.
- b) A 12-month period is calculated based on a calendar year, January 1 to December 31.
- c) The hourly rate of ESST is the same hourly rate an employee earns from employment with the city.

2) Earned Sick and Safe Time Use

- a) ESST may be used as it is accrued in the smallest increment of time tracked by the city's payroll system for the following circumstances:
 - An employee's own:
 - Mental or physical illness, injury or other health condition, treatment or preventative care
 - Closure of the employee's place of business due to weather or another public emergency
 - The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
 - Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
 - Care of a family member:
 - With mental or physical illness, injury or other health condition, treatment or preventive care
 - Whose school or place of care has been closed due to weather or another public emergency
 - When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the

community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease

- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
- Absence to make funeral arrangements, attend a funeral service or memorial or address financial or legal matters that arise after the death of a family member.

b) For Earned Sick and Safe Time purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

Advance Notice for use of Earned Sick and Safe Time (ESST)

If the need for ESST is foreseeable, the city requires seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST reasonably required by the city. When an employee uses Earned Sick and Safe time for more than two (2) consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care

professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESST for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the city will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent. Employees are allowed to voluntarily seek or trade shifts to cover their ESST absence.

c) Carry Over of Earned Sick and Safe Time

Part-time Liquor employees, seasonal employees, and temporary employees are eligible for carry over accrued but unused ESST into the following year, but the total ESST carry over hours shall not exceed 80 hours.

d) Retaliation prohibited

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESST rights, requesting an ESST absence, or pursuing remedies. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under ESST.

e) Benefits and return to work protections

An employee returning from time off using accrued ESST is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during ESST absences will continue to accrue as if the employee has been continually employed.

f) Separation from employment

Upon separation from employment, Earned Sick and Safe Time previously accrued but not used will not be paid out.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued ESST that had not been used will be reinstated. An employee is entitled to use and accrue ESST at the commencement of reemployment.



Date: 12/15/2025

Professional Services Agreement for Electrical Inspection Services

Proposed Action

Staff recommends adoption of the following motion: Approval of a Professional Services Agreement for Electrical Inspection Services

Overview

The City is amending the Contract for Electrical Inspections after reviewing compensation paid to the contracted inspector in the last few years and current costs to the city for providing the service. Factors increasing the city's costs include the salaries of in-house staff to process the electrical permits and a new permit processing software that has per-application fees. The main change to the contract is reducing the compensation paid to the contract inspector from 80% to 65%. There are some other minor changes to the language that relate to the new permit software that was implemented in 2024. The city is also raising the electrical permit fees in 2026 to reflect changes made at the state level to permit fees. These changes to the contract and fees should still provide a fair wage to the contract inspector for their services while covering added costs to the city.

Supporting Information

1. Electrical Inspection Services Agreement

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Tina Goodroad, Community Development Director

PROFESSIONAL SERVICES AGREEMENT
FOR ELECTRICAL INSPECTION SERVICES

AGREEMENT made this _____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **5 STAR INSPECTIONS, INC.**, a Minnesota corporation ("Contractor").

RECITALS

- A. The City requires the services of a professional electrical inspector to administer the provisions of Title 9, Chapter 6 of the Lakeville City Code and the laws and rules regulating inspections of electrical installations in the State of Minnesota;
- B. Contractor is a qualified State of Minnesota electrical inspector who is properly licensed, and is willing and able to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter stated, the parties to this Agreement agree that the Contractor shall continue to be retained to provide electrical inspections, to verify compliance with applicable electrical codes and ordinances in a manner established by the City's building official, as follows:

1. SERVICES TO BE PERFORMED. Contractor will perform the services of electrical inspector pursuant to the terms of Title 9, Chapter 6 of the Lakeville City Code and in compliance with all laws, rules and regulations related to electrical installations and services.

2. SCOPE OF SERVICES. Contractor agrees to comply with the following in providing the services under this Agreement:

- A. Maintain license as a master or journeyman electrician in the State of Minnesota.
- B. Conform to all applicable federal, state and local laws, codes, ordinances and regulations, including, but not limited to, any applicable conflict of interest provisions.
- C. Receive requests for electrical inspections and schedule electrical inspections during a time frame approved by the City.
- D. Perform inspections on the day requested, except as approved by the City. Provide appropriate identification when conducting city inspections.
- E. Perform electrical inspections for compliance with the current version of the State Electrical Code and related laws, rules and City ordinances. Such services shall be made available by the contractor to the City on all weekdays, during all hours that the City offices are open to the public. The City may contract with additional contractors to provide electrical inspection services if deemed necessary.
- F. Be available by phone during established hours, as determined by the City, to receive calls related to code requirements, inspection procedures and other electrical inspection matters. It is understood that the normal hours are generally from 8:00 a.m. to 4:30 p.m.

- G. Enter all inspection results each day into the City's permit system. Ensure all information is accurate and complete.
- H. Be available for inspections, consultation, meetings, and other inspection related duties that may not be associated with an electrical permit.
- I. Be available on a limited basis to meet customers at scheduled times and locations.
- J. Write correction notices and perform follow-up inspections to obtain compliance.
- K. Follow inspection procedures and policies established by the City.
- L. Provide a City approved back-up plan that indicates how inspections will be performed during high volume periods, sick days, vacation time, etc.
- M. Ensure that all subcontractors, authorized by the City, comply with all terms of this Agreement.

3. CITY RESPONSIBILITIES. During the term of this Contract, the City will be responsible for the following:

- A. Receive and process electrical permit applications.
- B. Collect electrical permit fees and issue permits.
- C. Process all web requests for electrical permits made through BS&A Online. Obtain other approvals needed to release permits.
- D. Maintain permit and inspection records. Process reports on inspection records to determine permits that passed final inspection during the current pay period.
- E. Pay the Contractor monthly on completed permits.

4. COMPENSATION. Contractor will receive 65% of the electrical permit fee. Payment will be made on a monthly basis for completed electrical permits. At the beginning or at the end of this Agreement, the amount due the Contractor will be prorated based upon the percentage of inspections completed. The Contractor will be responsible for the Contractor's costs, transportation, telephone, stickers, correction notices and other related costs necessary to complete the inspections. The City will pay invoices within 35 days of receipt.

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

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

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

8. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services or failure to adequately perform the services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

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

Commercial General Liability (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:

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 City shall be named as an additional insured on the general liability and umbrella policies on a primary and non-contributory basis.

The Contractor shall secure and maintain a professional liability insurance policy. Said policy

shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Contractor, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. The policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000 unless the City agrees to a higher deductible.

Before commencing work, the Contractor, and every approved subcontractor, shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

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

11. SUBCONTRACTORS. Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City and shall comply with all terms of this Agreement. Contractor shall comply with Minnesota Statutes §471.425. Contractor must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of Contractor's receipt of payment from City. Contractor must pay interest of one and five-tenths (1.5%) percent per month or any part of a month to subcontractors on any undisputed amount not paid on time to subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00).

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

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

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

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

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

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

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

19. AUDIT DISCLOSURE AND DATA PRACTICES. Any reports, information, data, etc. given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd. 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Agreement shall contain similar Data Practices Act compliance language.

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

21. NOTICES. Any notices required by this Agreement shall either be personally delivered or sent by certified or registered mail and addressed as follows:

To the Contractor: 5 Star Inspections, Inc.
C/O Brian Grey
37517 375th Ave
Saint Peter, MN 56082

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

22. BACKGROUND CHECKS. The City must receive from the Contractor and each Contractor's employee and subcontractors written authorization permitting the City of Lakeville Police Department to perform a criminal history background check and further authorize the Police Department to release the information obtained to the Lakeville City Council, City Administrator and other

appropriate employees. The City reserves the right to deny access to City facilities to those Contractors, Contractor’s employees, or subcontractors that it deems inappropriate.

23. TERM. This Agreement shall commence on January 1st, 2026 and terminate on December 31, 2026. Thereafter, this Agreement shall automatically renew upon the same terms and conditions for successive one year terms unless either party gives notice of termination at least thirty (30) days prior to the expiration date of the relevant term.

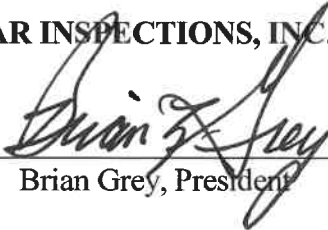
24. TERMINATION OF THE AGREEMENT. The City may terminate this Agreement or any part thereof at any time, upon written notice to Contractor, effective upon delivery including delivery by facsimile or email. In such event, the Contractor shall cease all work and delivery, save those necessary to protect the public health, welfare and safety. Contractor will be entitled to compensation for work performed up to the date of termination based upon a pro rata basis. Upon thirty (30) days’ written notice to the City, this Agreement may be terminated by the Contractor should the City fail to substantially perform in accordance with the Agreement through no fault of the Contractor.

Dated: _____, 2025. **CITY OF LAKEVILLE**

BY: _____
Luke Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

Dated: 12/5/, 2025. **5 STAR INSPECTIONS, INC.**

BY:  _____
Brian Grey, President



Date: 12/15/2025

Resolution Amending the 2025 General, Opioid and Capital Fund Budgets

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Resolution Amending the 2025 General, Opioid and Capital Fund Budgets

Overview

Since much of the fiscal activity has already occurred, it is appropriate to amend the budget to better reflect actual activity. The budget amendments are presented in two sections: Exhibit A for the General Fund and Exhibit B for the Opioid and Capital Funds.

Due to the Drug Task Force officer position being vacant for a significant portion of the year, reimbursable costs were lower than anticipated. As a result, the transfer from the Opioid Fund to the General Fund has been reduced.

These amendments ensure continued compliance with the City's financial policies and provide a more accurate representation of operating revenues and expenditures. Detailed explanations for the adjustments are included as part of the exhibits to the resolution.

	General Fund			
		10/6/2025		
	Adopted	YTD	12/15/2025	Final
	Budget	Amended	Amendment	Amended
				Budget
Revenues	\$ 44,006,517	\$ 44,232,063	\$ 999,990	\$ 45,232,053
Expenditures	43,493,424	43,608,730	(23,740)	43,584,990
Excess (Deficiency)	513,093	623,333	1,023,730	1,647,063
Other Financing Sources (Uses)	170,000	(1,710,000)	(115,500)	(1,825,500)
Net Change in Fund Balance	683,093	(1,086,667)	908,230	(178,437)
Fund Balance, January 1	22,430,446	22,430,446	756,183	23,186,629
Fund Balance, December 31	<u>\$ 23,113,539</u>	<u>\$ 21,343,779</u>	<u>\$1,664,413</u>	<u>\$ 23,008,192</u>

The Adopted Budget January 1, 2025 fund balance was based on estimates from the prior year. The Final Amended Budget reflects the actual fund balance on January 1, 2025.

Supporting Information

1. Resolution Amending 2025 Budgets
2. Budget Amends_ Exhibit A-B

Financial Impact: \$908,230 (General Fund) Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Julie Stahl, Finance Director
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CITY OF LAKEVILLE
RESOLUTION NO. _____

Resolution Amending the 2025 General, Opioid and Capital Fund Budgets

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

1. The 2025 budget for the General Fund is hereby amended for the fiscal year ending December 31, 2025 as per Exhibit A, as attached hereto.
2. The 2025 budget for the Opioid Fund is hereby amended for the fiscal year ending December 31, 2025 as per Exhibit B, as attached hereto.
3. The 2025 budgets for the Capital Funds are hereby amended for the fiscal year ending December 31, 2025 as per Exhibit B, as attached hereto.

ADOPTED by the Lakeville City Council this 15th day of December, 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

GL Number	Category	POST DATE	REF #	DESCRIPTION	INCRS (DECRS)
1000.1010.6211	Exp - Other Chrgs	12/31/2025	2415	RECLASS LEGAL 1010 TO 1097	(1,500)
1000.1097.6211	Exp - Other Chrgs	12/31/2025	2415	RECLASS LEGAL 1010 TO 1097	1,500
BA #2415 Subtotal					0
1000.1000.5411	Rev - Other Sources	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	(115,500)
1000.1220.6012	Exp - Personnel	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	58,301
1000.1222.6012	Exp - Personnel	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	(98,132)
1000.1222.6015	Exp - Personnel	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	(29,323)
1000.1222.6035	Exp - Personnel	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	1,131
1000.1222.6043	Exp - Personnel	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	(24,114)
1000.1222.6044	Exp - Personnel	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	(1,839)
1000.1222.6051	Exp - Personnel	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	(9,991)
1000.1222.6052	Exp - Personnel	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	(40)
1000.1222.6053	Exp - Personnel	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	(203)
1000.1222.6054	Exp - Personnel	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	(612)
1000.1222.6055	Exp - Personnel	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	(9,462)
1000.1222.6058	Exp - Personnel	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	(1,216)
BA #3126 Subtotal					0
1000.1225.5020	Rev - Misc.	12/15/2025	3156	ADJ K9 DONATIONS	25,900
1000.1225.6540	Exp - Capital	12/15/2025	3156	ADJ K9 DONATIONS	28,400
BA #3156 Subtotal					(2,500)
1000.1013.5020	Rev - Misc.	12/15/2025	3199	ADJ P-O-P TO ACTUAL	11,700
1000.1013.6015	Exp - Personnel	12/15/2025	3199	ADJ P-O-P TO ACTUAL	(28,367)
1000.1013.6041	Exp - Personnel	12/15/2025	3199	ADJ P-O-P TO ACTUAL	(7,756)
1000.1013.6043	Exp - Personnel	12/15/2025	3199	ADJ P-O-P TO ACTUAL	4,000
1000.1013.6044	Exp - Personnel	12/15/2025	3199	ADJ P-O-P TO ACTUAL	(1,511)
1000.1013.6051	Exp - Personnel	12/15/2025	3199	ADJ P-O-P TO ACTUAL	1,700
1000.1013.6055	Exp - Personnel	12/15/2025	3199	ADJ P-O-P TO ACTUAL	(1,963)
1000.1013.6120	Exp - Commodities	12/15/2025	3199	ADJ P-O-P TO ACTUAL	175
1000.1013.6275	Exp - Other Chrgs	12/15/2025	3199	ADJ P-O-P TO ACTUAL	1,200
1000.1013.6290	Exp - Other Chrgs	12/15/2025	3199	ADJ P-O-P TO ACTUAL	(2,000)
BA #3199 Subtotal					46,222
1000.1000.5020	Rev - Misc.	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	(4,000)
1000.1200.5020	Rev - Misc.	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	(16,000)
1000.1300.5020	Rev - Misc.	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	(1,335)
1000.1600.5020	Rev - Misc.	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	6,718
1000.1700.5020	Rev - Misc.	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	10,290
1000.1720.5020	Rev - Misc.	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	2,622
1000.1730.5020	Rev - Misc.	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	4,085
1000.1800.5020	Rev - Misc.	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	500
1000.1808.5020	Rev - Misc.	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	(2,500)
1000.1853.5020	Rev - Misc.	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	6,514
BA #3201 Subtotal					6,894
1000.1105.5020	Rev - Misc.	12/15/2025	3205	MANUFACTURERS EVENT	3,842

1000.1105.6312	Exp - Other Chrgs	12/15/2025	3205 DONATIONS/COSTS	1,842
BA #3205 Subtotal				2,000
1000.1400.4161	Rev - Permits	12/15/2025	3206 ADJ REV TO ACTUAL	950
1000.1400.4168	Rev - Permits	12/15/2025	3206 ADJ REV TO ACTUAL	103,700
1000.1400.4350	Rev - Chrgs for Svcs	12/15/2025	3206 ADJ REV TO ACTUAL	10,000
1000.1400.4501	Rev - Chrgs for Svcs	12/15/2025	3206 ADJ REV TO ACTUAL	21,807
1000.1400.4502	Rev - Chrgs for Svcs	12/15/2025	3206 ADJ REV TO ACTUAL	6,990
1000.1400.4503	Rev - Chrgs for Svcs	12/15/2025	3206 ADJ REV TO ACTUAL	4,350
1000.1400.4507	Rev - Chrgs for Svcs	12/15/2025	3206 ADJ REV TO ACTUAL	550,570
1000.1400.4525	Rev - Chrgs for Svcs	12/15/2025	3206 ADJ REV TO ACTUAL	34,920
BA #3206 Subtotal				733,287
1000.1410.4356	Rev - Chrgs for Svcs	12/15/2025	3207 ADJ TO ACTUAL	42
1000.1410.6210	Exp - Other Chrgs	12/15/2025	3207 ADJ TO ACTUAL	(21,000)
1000.1410.6213	Exp - Other Chrgs	12/15/2025	3207 ADJ TO ACTUAL	25,000
1000.1410.6234	Exp - Other Chrgs	12/15/2025	3207 ADJ TO ACTUAL	150
1000.1410.6280	Exp - Other Chrgs	12/15/2025	3207 ADJ TO ACTUAL	90
BA #3207 Subtotal				(4,198)
1000.1440.4509	Rev - Chrgs for Svcs	12/15/2025	3208 ADJ TO ACTUAL	(1,676)
1000.1440.4511	Rev - Chrgs for Svcs	12/15/2025	3208 ADJ TO ACTUAL	54,680
1000.1440.4514	Rev - Chrgs for Svcs	12/15/2025	3208 ADJ TO ACTUAL	(2,609)
1000.1440.6015	Exp - Personnel	12/15/2025	3208 ADJ TO ACTUAL	(20,000)
1000.1440.6035	Exp - Personnel	12/15/2025	3208 ADJ TO ACTUAL	20,000
1000.1440.6099	Exp - Personnel	12/15/2025	3208 ADJ TO ACTUAL	(47,504)
1000.1440.6131	Exp - Commodities	12/15/2025	3208 ADJ TO ACTUAL	100
1000.1440.6540	Exp - Capital	12/15/2025	3208 ADJ TO ACTUAL	8,608
BA #3208 Subtotal				89,191
1000.1105.4133	Rev - Licenses	12/15/2025	3214 ADJ REV TO ACTUAL	3,200
1000.1105.4155.0	Rev - Permits	12/15/2025	3214 ADJ REV TO ACTUAL	19,260
1000.1105.4160	Rev - Permits	12/15/2025	3214 ADJ REV TO ACTUAL	1,000
1000.1105.4311	Rev - Chrgs for Svcs	12/15/2025	3214 ADJ REV TO ACTUAL	14,670
1000.1105.4312	Rev - Chrgs for Svcs	12/15/2025	3214 ADJ REV TO ACTUAL	(7,200)
1000.1105.4313	Rev - Chrgs for Svcs	12/15/2025	3214 ADJ REV TO ACTUAL	15,700
1000.1105.4314	Rev - Chrgs for Svcs	12/15/2025	3214 ADJ REV TO ACTUAL	(1,000)
1000.1105.4315	Rev - Chrgs for Svcs	12/15/2025	3214 ADJ REV TO ACTUAL	(6,000)
1000.1105.4317	Rev - Chrgs for Svcs	12/15/2025	3214 ADJ REV TO ACTUAL	58,000
1000.1105.4318	Rev - Chrgs for Svcs	12/15/2025	3214 ADJ REV TO ACTUAL	3,300
BA #3214 Subtotal				100,930
1000.1455.6280	Exp - Other Chrgs	12/15/2025	3215 ADJ EXP TO ADD GRANTS	130,596
1000.1000.4806	Rev - Spec Asmts	12/15/2025	3247 FORFEITURES 11311 178TH ST/6649 167TH	67,000
Report Total:			Total General Fund Amendments	908,230
			Other Funds Total Amendments	12,930,832
			Total Amendments	13,839,062

		POST				CHANGE TO
		DATE				BUDGET
GL Number	Category	DATE	REF #	DESCRIPTION	INCRS (DECRS)	
2295.2295.7410	Trsfr to Gen Fund	12/15/2025	3126	ADJ OPIOID TRSFERS TO ACTUAL	(115,500)	
4000.4018.4230.P25-12	Rev - Intergovtl	12/15/2025	3101	CP25-12 BUDGET EST 2025	7,170,000	
4000.4018.4256.P25-12	Rev - Intergovtl	12/15/2025	3101	CP25-12 BUDGET EST 2025	800,000	
4000.4018.4910.P25-12	Rev - Misc	12/15/2025	3101	CP25-12 BUDGET EST 2025	450,000	
4000.4018.5451.P25-12	Rev - Other Srcs	12/15/2025	3101	CP25-12 BUDGET EST 2025	17,473,025	
4000.4018.5455.P25-12	Rev - Other Srcs	12/15/2025	3101	CP25-12 BUDGET EST 2025	588,778	
4000.4018.6140.P25-12	Exp - Commodities	12/15/2025	3101	CP25-12 BUDGET EST 2025	5,000	
4000.4018.6210.P25-12	Exp - Other Chrgs	12/15/2025	3101	CP25-12 BUDGET EST 2025	596,933	
4000.4018.6211.P25-12	Exp - Other Chrgs	12/15/2025	3101	CP25-12 BUDGET EST 2025	40,000	
4000.4018.6213.P25-12	Exp - Other Chrgs	12/15/2025	3101	CP25-12 BUDGET EST 2025	241,676	
4000.4018.6215.P25-12	Exp - Other Chrgs	12/15/2025	3101	CP25-12 BUDGET EST 2025	145,161	
4000.4018.6280.P25-12	Exp - Other Chrgs	12/15/2025	3101	CP25-12 BUDGET EST 2025	17,267,475	
4000.4018.6540.P25-12	Exp - Capital Outlay	12/15/2025	3101	CP25-12 BUDGET EST 2025	200,000	
4000.4018.6599.P25-12	Exp - Capital Outlay	12/15/2025	3101	CP25-12 BUDGET EST 2025	(748,566)	
5400.5400.6599.P25-12	Exp - Capital Outlay	12/15/2025	3101	CP25-12 BUDGET EST 2025	417,431	
5500.5500.6599.P25-12	Exp - Capital Outlay	12/15/2025	3101	CP25-12 BUDGET EST 2025	125,430	
5600.5600.6599.P25-12	Exp - Capital Outlay	12/15/2025	3101	CP25-12 BUDGET EST 2025	205,705	
BA #3101 Subtotal					7,985,558	
5500.5500.4350	Rev - Chrgs for Svcs	12/15/2025	3129	F5500 ADJ BUDGET TO 2025 YTD	20,798	
5500.5500.4560	Rev - Chrgs for Svcs	12/15/2025	3129	F5500 ADJ BUDGET TO 2025 YTD	876,306	
5500.5500.4565	Rev - Chrgs for Svcs	12/15/2025	3129	F5500 ADJ BUDGET TO 2025 YTD	11,132	
5500.5500.6210	Exp - Other Chrgs	12/15/2025	3129	F5500 ADJ BUDGET TO 2025 YTD	50,000	
5500.5535.6210.P24-07	Exp - Other Chrgs	12/15/2025	3129	F5500 ADJ BUDGET TO 2025 YTD	20,000	
5500.5535.6213.P24-07	Exp - Other Chrgs	12/15/2025	3129	F5500 ADJ BUDGET TO 2025 YTD	9,000	
5500.5535.6280.P24-07	Exp - Other Chrgs	12/15/2025	3129	F5500 ADJ BUDGET TO 2025 YTD	800,000	
5500.5535.6295.P24-07	Exp - Other Chrgs	12/15/2025	3129	F5500 ADJ BUDGET TO 2025 YTD	10,000	
5500.5536.6210.P25-23	Exp - Other Chrgs	12/15/2025	3129	F5500 ADJ BUDGET TO 2025 YTD	70,000	
5500.5536.6280.P25-23	Exp - Other Chrgs	12/15/2025	3129	F5500 ADJ BUDGET TO 2025 YTD	(1,525,000)	
BA #3129 Subtotal					1,474,236	
5600.5600.4570	Rev - Chrgs for Svcs	12/15/2025	3130	F5600 ADJ BUDGET TO 2025 YTD	219,300	
5600.5600.4572	Rev - Chrgs for Svcs	12/15/2025	3130	F5600 ADJ BUDGET TO 2025 YTD	178,000	
5600.5600.4575	Rev - Chrgs for Svcs	12/15/2025	3130	F5600 ADJ BUDGET TO 2025 YTD	65,000	
5600.5600.4802	Rev - Spec Asmts	12/15/2025	3130	F5600 ADJ BUDGET TO 2025 YTD	1,000	
5600.5600.6213.P24-09	Exp - Other Chrgs	12/15/2025	3130	F5600 ADJ BUDGET TO 2025 YTD	101,000	
5600.5600.6340	Exp - Other Chrgs	12/15/2025	3130	F5600 ADJ BUDGET TO 2025 YTD	319,000	
BA #3130 Subtotal					43,300	
5400.5400.4580	Rev - Chrgs for Svcs	12/15/2025	3131	F5400 ADJ BUDGET TO 2025 YTD	918,736	
5400.5400.4802	Rev - Spec Asmts	12/15/2025	3131	F5400 ADJ BUDGET TO 2025 YTD	154	
BA #3131 Subtotal					918,890	
5300.5300.4350	Rev - Chrgs for Svcs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	38,917	
5300.5300.4806	Rev - Spec Asmts	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	353	
5300.5300.6213	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	2,200	

5300.5300.6310	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	3,604
5300.5300.6340	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	21,319
5300.5366.6280.P24-01	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	34,000
5300.5370.6210.P25-01	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	28,000
5300.5370.6213.P25-01	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	23,000
5300.5370.6252.P25-01	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	150
5300.5370.6280.P25-01	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	(226,150)
5300.5370.6310.P25-01	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	175,000
5300.5371.6280.PXX-10	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	64,000
5300.5371.6599.PXX-10	Exp - Capital Outlay	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	20,000
5300.5372.6210.P26-01	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	65,000
5300.5372.6211.P26-01	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	165
5300.5372.6213.P26-01	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	1,400
5300.5372.6280.P26-01	Exp - Other Chrgs	12/15/2025	3132	F5300 ADJ BUDGET TO 2025 YTD	175
BA #3132 Subtotal					(172,593)
5129.5129.4041	Rev - Taxes	12/15/2025	3198	TIF 22- RETURN EXCESS INCRMT	28,475
5129.5129.6310	Exp - Other Chrgs	12/15/2025	3198	TIF 22- RETURN EXCESS INCRMT	393,408
BA #3198 Subtotal					(364,933)
4200.4201.5020	Rev - Misc	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	8,600
4200.4304.5020	Rev - Misc	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	2,521
4500.4500.5020	Rev - Misc	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	7,846
4720.4721.5020.P24-20	Rev - Misc	12/08/2025	3201	ADJ DONATIONS TO ACTUAL	250,000
BA #3201 Subtotal					268,967
5500.5500.4560	Rev - Chrgs for Svcs	12/15/2025	3209	FUND 5500- ADJ TO ACTUAL	282,900
5500.5500.6340	Exp - Other Chrgs	12/15/2025	3209	FUND 5500- ADJ TO ACTUAL	(126,415)
5500.5535.6295.P24-07	Exp - Other Chrgs	12/15/2025	3209	FUND 5500- ADJ TO ACTUAL	2,000
5500.5536.6210.P25-23	Exp - Other Chrgs	12/15/2025	3209	FUND 5500- ADJ TO ACTUAL	(70,000)
5500.5536.6280.P25-23	Exp - Other Chrgs	12/15/2025	3209	FUND 5500- ADJ TO ACTUAL	(200,000)
5600.5600.4350.P24-09	Rev - Chrgs for Svcs	12/15/2025	3210	FUND 5600- ADJ TO ACTUAL	200,000
5600.5600.4570	Rev - Chrgs for Svcs	12/15/2025	3210	FUND 5600- ADJ TO ACTUAL	78,112
5600.5600.6280.P24-20	Exp - Other Chrgs	12/15/2025	3210	FUND 5600- ADJ TO ACTUAL	1,087
5400.5400.4580	Rev - Chrgs for Svcs	12/15/2025	3211	FUND 5400- ADJ TO ACTUAL	15,234
5400.5400.6317	Exp - Other Chrgs	12/15/2025	3211	FUND 5400- ADJ TO ACTUAL	1,000
4200.4201.4670	Rev - Chrgs for Svcs	12/15/2025	3212	FUND 4200- ADJ REV TO ACTUAL	1,407,533
4720.4720.4910	Rev - Misc	12/15/2025	3213	FUND 4720- ADJ REV TO ACTUAL	285,800
BAs #3209-3213 Subtotal					2,661,907
Report Total:					Capital/Opioid Fund Budgets Total 12,930,832



Date: 12/15/2025

Resolution Amending the Lakeville Fire Relief Assn Bylaws Relating to Pension Levels & Vesting Schedule and Establishing a State Aid Allocation Agreement

Proposed Action

Staff recommends adoption of the following motions: 1) Resolution Approving Amending Lakeville Fire Relief Association Bylaws Relating to Pension Benefit Levels and Vesting Schedule.

2) Approve the Fire State Aid Allocation Agreement between the Lakeville Fire Relief Association and the City of Lakeville.

Overview

The Lakeville Fire Relief Association (LFRA) presented information and a preliminary request for pension vesting schedule changes and implementing a state aid allocation agreement with the City to the City Council at the November 24, 2025 work session. The LFRA proposed the following changes:

Vesting Schedule (effective January 1, 2026):

- Current: Full vesting at 15 years; partial vesting initiating at 5 years (40%).
- Proposed: Full vesting at 10 years; no change to partial vesting schedule

Annual Pension Benefit Level:

- Current: \$15,000
- Proposed: \$17,500 (effective January 1, 2026)
- Proposed: \$20,000 (effective January 1, 2027)

State Aid Contribution to Full-Time Fire PERA:

- 2026: 9% of LFRA State Aid (~\$74,250)
- 2027: 9% of LFRA State Aid (~\$85,500)
- 2028: 30% of LFRA State Aid (~\$322,500)

These proposals are designed to:

- Support retention and recruitment of paid-on-call firefighters.
- Provide partial funding for full-time firefighter PERA contributions after the SAFER grant expires at the end of 2027.
- Maintain the LFRA's pension fund in a financially sound position, as supported by CliftonLarsonAllen projections.

Financial Impact

- Funding for the benefit increase will be supported by the LFRA pension fund.
- The City's portion of state aid is within the LFRA's projected allocations and provides partial relief for future PERA obligations of the City.

The request was reviewed and discussed by the City Council and council informally concurred with the 2026 and 2027 changes.

Per the Office of the State Auditor, the City Council is required to ratify each incremental benefit level and/or vesting changes before they become effective. The State Aid Allocation Agreement must also be approved by City Council and the Fire Relief Association and submitted to the State Auditors' Office by March 1, 2026. The attached resolution addresses the pension benefit levels and vesting schedule change. The Fire State Aid Allocation Agreement, once fully signed, will be submitted to the State Auditors' Office.

Supporting Information

1. Resolution Fire Relief Pension Benefit Level and Vesting
2. Fire State Aid Allocation Agreement

Financial Impact: \$ 74,250 (2026) **Budgeted:** Yes **Source:** LFRA Pension & Fire State Aid

Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE
RESOLUTION NO. _____

**RESOLUTION AMENDING LAKEVILLE FIRE RELIEF ASSOCIATION BYLAWS
RELATING TO PENSION BENEFIT LEVELS AND VESTING SCHEDULE**

WHEREAS, The Bylaws of the Lakeville Fire Relief Association (“Bylaws”) provide for a Defined Benefit Lump Sum Retirement Plan for volunteer firefighters that are eligible under the vesting schedule; and

WHEREAS, the original effective date of the Plan was October 11, 1943; and

WHEREAS, the Lakeville Fire Relief Association (“LFRA”) manages pension benefits for paid-on-call firefighters; and

WHEREAS, the LFRA has proposed amendments to the pension benefit, including shortening the vesting schedule for full vesting from 15 years to 10 years and increasing the annual benefit levels; and

WHEREAS, the Council desires to amend the Bylaws as provided in Exhibit A and Exhibit B attached hereto; and

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

1. The Lakeville Fire Relief Associations’ Bylaws are hereby amended as provided in Exhibit A.
2. The Lakeville Fire Relief Associations’ Annual Definite Benefit levels are hereby amended as provided in Exhibit B.

ADOPTED by the Lakeville City Council this 15th day of December 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

EXHIBIT A
AMENDMENTS TO FIRE RELIEF ASSOCIATION BYLAWS

1. Amendment to Appendix B, Article 3 of the Bylaws. Section 3.1 of Exhibit B Bylaws is amended to read in its entirety as follows:

3.1. Full Vesting of Accrued Benefits. A Participant shall have a fully vested and non-forfeitable interest in the Participant's Accrued Benefit upon completion of 10 Years of Active Service.

EXHIBIT B
LAKEVILLE FIRE RELIEF ASSOCIATION
Benefit Levels

Benefit Level Effective Date	Benefit Level per Year of Active Service	Interest Rate for Deferred Pension Benefit	Date Benefit Approved by Municipality
January 1, 2027	\$20,000.00	Separate Account	December 15, 2025
January 1, 2026	\$17,500.00	Separate Account	December 15, 2025
February 6, 2024	\$15,000.00	Separate Account	February 5, 2024
March 8, 2022	\$12,000.00	Separate Account	March 7, 2022
January 1, 2021	\$10,000.00	Separate Account	December 7, 2020
January 1, 2020	\$9,195.00	Separate Account	May 6, 2019
January 1, 2019	\$8,395.00	Separate Account	November 19, 2018
January 1, 2018	\$7,595.00	Separate Account	February 6, 2017
January 1, 2017	\$7,225.00	Separate Account	October 17, 2016
January 1, 2016	\$6,877.00	Separate Account	November 3, 2014
January 1, 2015	\$6,742.00	Separate Account	November 3, 2014
January 1, 2014	\$6,610.00	Separate Account	March 18, 2013
January 1, 2012	\$6,417.00	Separate Account	December 19, 2011
April 6, 2009	\$6,230.00	Separate Account	April 6, 2009
January 1, 2009	\$6,230.00	5.000%	December 1, 2008
January 1, 2008	\$6,000.00	5.000%	November 5, 2007
January 1, 2007	\$5,820.00	5.000%	December 18, 2006
January 1, 2006	\$5,725.00	5.000%	January 1, 2006
January 1, 2005	\$5,550.00	5.000%	January 1, 2005
January 1, 2004	\$5,400.00	5.000%	January 1, 2004

Benefit Level Effective Date	Benefit Level per Year of Active Service	Interest Rate for Deferred Pension Benefit	Date Benefit Approved by Municipality
January 1, 2003	\$5,300.00	5.000%	January 1, 2003
January 1, 2002	\$5,100.00	5.000%	January 1, 2002
January 1, 2001	\$4,750.00	5.000%	January 1, 2001
January 1, 2000	\$4,500.00	5.000%	January 1, 2000
January 1, 1999	\$4,000.00	5.000%	January 1, 1999
January 1, 1998	\$3,850.00	5.000%	January 1, 1998
January 1, 1997	\$3,750.00	5.000%	January 1, 1997

FIRE STATE AID ALLOCATION AGREEMENT

LAKEVILLE FIRE RELIEF ASSOCIATION AND THE CITY OF LAKEVILLE

THIS FIRE STATE AID ALLOCATION AGREEMENT (“Agreement”) is made and entered into by the Lakeville Fire Relief Association, 20190 Holyoke Ave, Lakeville, MN 55044 (the “Association”) and the City of Lakeville, 20190 Holyoke Ave, Lakeville, MN 55044 (the “City”) with an effective date as described below.

RECITALS

WHEREAS, the City qualifies to receive state fire aid under Minnesota Statutes Chapter 477B for retirement benefits of certain employed firefighters; and

WHEREAS, the Association is incorporated to receive and manage retirement benefits under Minnesota Statutes Chapter 424A on behalf of current and former firefighters employed by the City; and

WHEREAS, the City contributes to the Public Employees Retirement Association (PERA) under Minnesota Statutes Chapter 353 for eligible Police and Fire personnel; and

WHEREAS, the City satisfies the requirements of Minnesota Statutes section 477B.042, subd. 2(a), for allocation of state fire aid pursuant to written agreement with the Association; and,

WHEREAS, the Association wishes to enter into an agreement with the City to effectuate such allocation.

NOW, THEREFORE, intending to be bound by the mutual covenants contained herein, the sufficiency of consideration is hereby considered satisfactory, the parties agree to the following Agreement:

1. Allocation of State Fire Aid from City to Association. The fire state aid allocation to be used for municipal contributions made to PERA on behalf of Police and Fire eligible personnel shall be as follows:
 - a. For the year ending December 31, 2026, 9% of the fire state aid will be retained by the City for the City’s annual contribution to Police and Fire PERA eligible personnel; the remaining fire state aid will be transmitted to the relief association.

- b. For the year ending December 31, 2027, 9% of the fire state aid will be retained by the City for the City's annual contribution to Police and Fire PERA eligible personnel; the remaining fire state aid will be transmitted to the relief association.
- c. For the year ending December 31, 2028, 30% of the fire state aid will be retained by the City for the City's annual contribution to Police and Fire PERA eligible personnel; the remaining fire state aid will be transmitted to the relief association.

Percentages above apply to the gross Fire State Aid amount certified annually by the State of Minnesota. The percentages above do not apply to firefighter Supplemental State Aid under section 423A.022.

- 2.. Term of Agreement. This Agreement will expire on December 31, 2028, unless mutually extended by written consent of both the City and the Association.
- 3. Effective Date. This Agreement is effective as of the date of filing with the Office of the State Auditor in accordance with Minnesota Statutes Section 477B.042, subd. 5.
- 4. Statutory Authority and Control. This Agreement is entered into and governed by Minnesota Statutes Section 477B.042. Any relevant statutory requirements therein apply to this Agreement and the parties expressly agree to comply with the same.
- 5. Amendments. This Agreement may be amended, modified, altered, or in any way changed only by the mutual written consent of both the Association and the City.
- 6. Recitals. The above recitals are hereby incorporated in and made part of this Agreement as if fully set forth herein.
- 7. Headings. The headings set forth in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision herein.
- 8. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota.
- 9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
- 10. Severability. To the extent permitted by law, the provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

11. Entire Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous written agreements or understandings between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the date set forth above.

CITY OF LAKEVILLE

Date: _____

By _____
Luke M. Hellier, Mayor

Date: _____

And _____
Ann Orlofsky, City Clerk

LAKEVILLE FIRE RELIEF ASSOCIATION

Date: _____

By _____
President



Date: 12/15/2025

**Compass Rail Lakeville, LLC and Metropolitan Airports Commission (MAC)
Comprehensive Plan and Zoning Map Amendments**

Proposed Action

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

Overview

Compass Rail Lakeville, LLC and the Metropolitan Airport Commission (MAC) have applied for comprehensive plan MUSA staging and land use amendments and zoning map amendments. The properties total 33.31 acres. Compass Rail Lakeville, LLC proposes constructing a rail car storage yard on the south parcel while the MAC owned property (north parcel) will remain undeveloped. Staff requested the MAC to include their property (11.51 acres) to square off the new city boundary. The City Council approved an ordinance for annexation on September 2, 2025, and the State of Minnesota approved the annexation request on November 5, 2025

The comprehensive plan amendments include bringing approximately 33.31 acres of land into the current Municipal Urban Service Area (MUSA) The request also includes a Comprehensive Plan amendment to re-guide properties from Rural Density Residential (land use guidance upon annexation) to Industrial (south parcel) and Airport (north parcel). Finally, the amendment includes a zoning map amendment to rezone parcels from RA, Rural/Agriculture to I-1, General Industrial (south property) and I-3, Airport Industrial (north parcel).

The Planning Commission held a public hearing on the Comprehensive Plan, Staging Plan and Zoning Map amendment applications at its December 4, 2025 meeting. The Planning Commission unanimously recommended approval of the Comprehensive Plan and Zoning Map amendments. City Council approval of the requested Comprehensive Plan Amendment requires a four-fifths approving vote of the City Council.

Supporting Information

1. Resolution approving the Comprehensive Plan Amendment
2. Rezoning Ordinance & findings
3. December 4, 2025 Planning Commission draft meeting minutes
4. 12-4-25 PC report CPA & rezone

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Report Completed by: Tina Goodroad, Community Development Director
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RESOLUTION 2025-____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

COMPASS RAIL LAKEVILLE, LLC AND METROPOLITAN AIRPORT COMMISSION
2040 COMPREHENSIVE PLAN AMENDMENT

WHEREAS, on December 15, 2025 the Lakeville City Council met at its regularly scheduled meeting to consider the application Compass Rail Lakeville, LLC and the Metropolitan Airport Commission for an amendment of the 2040 Land Use Plan and Staging map of the 2040 Lakeville Comprehensive Plan of approximately 33.31; and,

WHEREAS, the property is guided rural residential land uses upon annexation approved November 5, 2025, and the applicant has applied for an amendment to the 2040 Land Use Plan to change the land use as follows: from Rural Residential to Industrial and Airport; and,

WHEREAS, the proposed Comprehensive Plan amendment has been submitted to adjacent governmental 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:

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

Finding: The proposed staging change to current MUSA identified on Exhibit B and proposed Land Use map amendments from Rural Residential to Industrial and Airport as identified on Exhibit C of the November 25, 2025 planning report prepared by Tina Goodroad, Community Development Director, is consistent with the Comprehensive Plan in accommodating growth while protecting the environment by integrating new urban development within the City's natural resources in a compatible manner.

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

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

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

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

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

Finding: The proposed staging plan amendment will bring the site into the current MUSA and will be served by sanitary sewer services that will be extended from the north.

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

Finding: The subject site is accessed by Highview Avenue in addition to an internal drive that will be developed as part of the rail car storage plan.

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

WHEREAS, The Planning Commission conducted a public hearing on the application at its December 4, 2025 meeting, preceded by published and mailed notice, 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 Compass Rail Lakeville LLC and Metropolitan Airport Commission to amend the 2040 Comprehensive Plan, subject to the approval of the Metropolitan Council.

ADOPTED by the Lakeville City Council this 15th day of December, 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST: _____
Ann Orlofsky, City Clerk

Exhibit A

Legal Description

Exhibit A- Legal Description

North Parcel:

PID 13-00500-01-014

That part of Tract A described below:

Tract A: The north 888.02 feet of the east 100 rods of the Northeast Quarter of
 Section 5, Township 113 North, Range 20 West, Dakota County, Minnesota;

which lies northerly of Line 1 described below:

Line 1. Beginning at a point on the east line of said Section 5, distance 625 feet south of the northeast corner thereof; thence run northwesterly to the northwest corner of Tract A hereinbefore described and there terminating; Subject to public road and railroad.

South Parcel
PID 13-00500-01-013

The North 888.02 feet of the East 100 rods of the Northeast Quarter of Section 5, Township 113, Range 20, Dakota County, Minnesota, EXCEPT that part which lies Northerly of a "Line 1" described as follows:

Beginning at a point on the East line of said Section 5, distant 625 feet South of Northeast corner thereof; thence run Northwesterly to the Northwest corner of said North 888.02 feet of the East 100 rods of the Northeast Quarter.

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE LAKEVILLE ZONING MAP RELATED TO
COMPASS RAIL LAKEVILLE, LLC AND METROPOLITAN AIRPORT
COMMISSION (MAC)

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

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

Section 2. The property as shown on Exhibit B is hereby rezoned RA, Rural/Agriculture District to I-2, General Industrial District (south property) and I-3 Airport Industrial District (north property).

Section 3. The Zoning Map of the City of Lakeville shall not be republished to show the aforesaid rezoning, but the City Clerk shall appropriately mark the Zoning Map on file in the City Clerk's office for the purpose of indicating the rezoning hereinabove provided for in this Ordinance, and all of the notations, references and other information shown thereon are hereby incorporated by reference and made part of this Ordinance.

Section 4. This Ordinance shall be effective upon its passage, publication, and the City Council approval of the final plat of the parcels indicated in Exhibit A.

ADOPTED by the Lakeville City Council this 15th day of December, 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST: _____
Ann Orlofsky, City Clerk

EXHIBIT A

North Parcel:

PID 13-00500-01-014

That part of Tract A described below:

Tract A: The north 888.02 feet of the east 100 rods of the Northeast Quarter of
 Section 5, Township 113 North, Range 20 West, Dakota County,
 Minnesota;

which lies northerly of Line 1 described below:

Line 1. Beginning at a point on the east line of said Section 5, distance 625 feet
south of the northeast corner thereof; thence run northwesterly to the
northwest corner of Tract A hereinbefore described and there terminating;
Subject to public road and railroad.

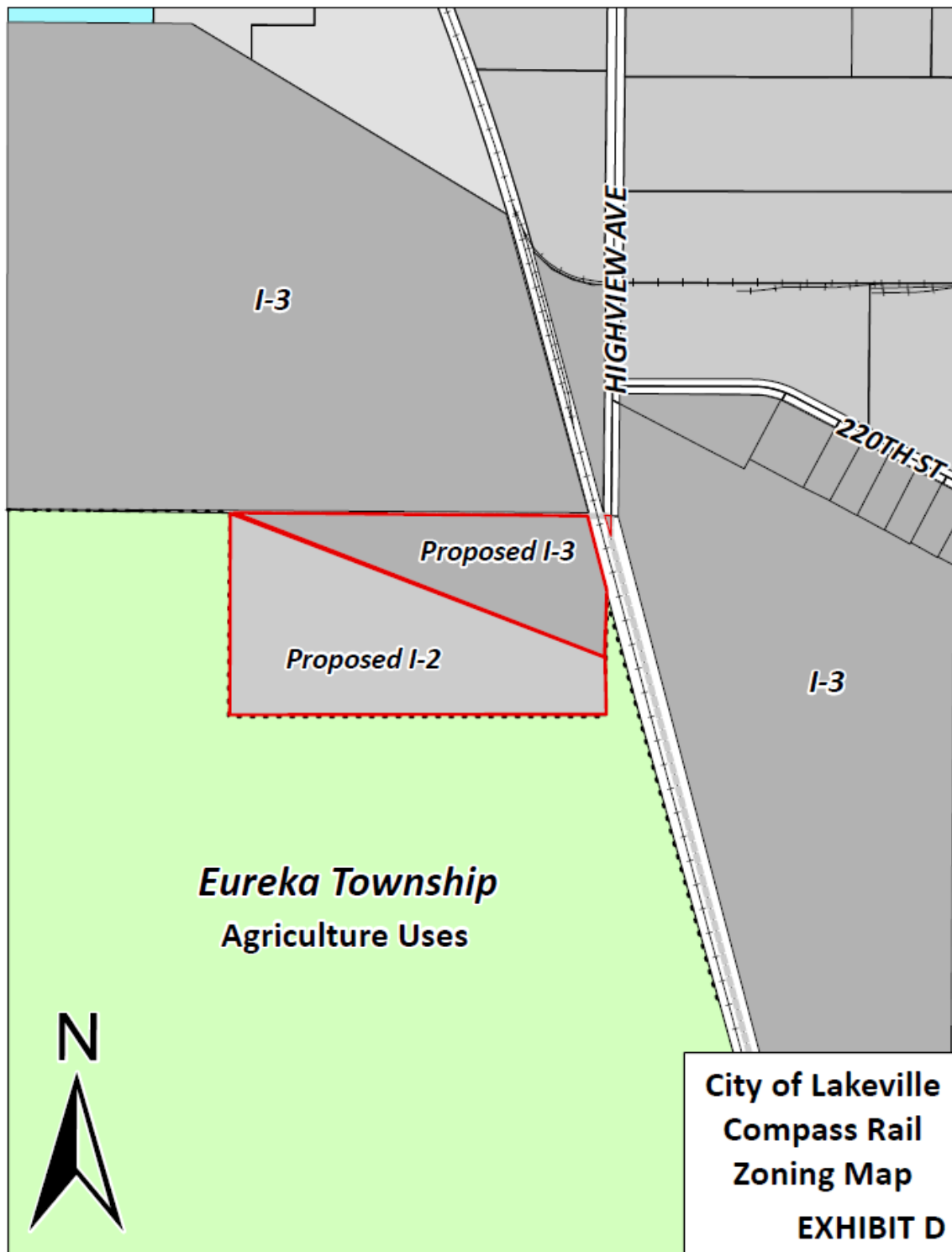
South Parcel

PID 13-00500-01-013

The North 888.02 feet of the East 100 rods of the Northeast Quarter of Section 5, Township
113, Range 20, Dakota County, Minnesota, EXCEPT that part which lies Northerly of a
“Line 1” described as follows:

Beginning at a point on the East line of said Section 5, distant 625 feet South of
Northeast corner thereof; thence run Northwesterly to the Northwest corner of
said North 888.02 feet of the East 100 rods of the Northeast Quarter.

EXHIBIT B



CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

COMPASS RAIL LAKEVILLE, LLC AND METROPOLITAN AIRPORT COMMISSION
(MAC)
ZONING MAP AMENDMENT
FINDINGS OF FACT AND RECOMMENDATION

On December 4, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Compass Rail Lakeville, LLC and Metropolitan Airport Commission for an amendment to the Zoning Map to rezone properties from RA, Rural/Agriculture District to I-2, General Industrial District and I-3, Airport Industrial District. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject properties are guided for Rural Density Residential land uses upon annexation approved November 5, 2025. Compass Rail Lakeville, LLC and MAC has applied for an amendment to the 2040 Land Use Plan to change guided land use from Rural Density Residential Industrial and Airport.
2. Compass Rail Lakeville, LLC and MAC has applied for an amendment to the Zoning Map to change the zoning of the properties from RA, Rural/Agriculture District to I-2, General Industrial District (south parcel) and I-3, Airport Industrial District (north parcel)
3. The legal description of the properties is attached in Exhibit A.
4. Section 11-3-3.E of the City of Lakeville Zoning Ordinance provides that the Planning Commission shall consider possible effects of the proposed amendment. Its judgment shall be based upon, but not limited to, the following factors:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed rezonings to I-2, General Industrial District and I-3 Airport Industrial District as illustrated in Exhibit D of the November 25, 2025 planning report prepared by Tina Goodroad, Community Development Director report and attached as Exhibit B to these Findings of Fact, is consistent with the goals and policies of the 2040 Comprehensive Plan in accommodating growth while protecting the environment by integrating new urban development within the City's natural resources in a compatible manner.

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

Finding: The subject site is located south of east of Highview Avenue and north of 225th Street and will be compatible with the existing and future land uses in the area.

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

Finding: The proposed industrial land uses will be required to comply with the requirements of the Zoning Ordinance, Subdivision Ordinance, and City Code and will be evaluated as part of necessary applications to develop the property, including availability of sanitary sewer.

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

Finding: Compass Rail Lakeville LLC and MAC has applied for a Comprehensive Plan MUSA Staging Amendment to bring the property into the current MUSA and will be served by an extension of sanitary sewer and water services from the north.

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

Finding: The subject site is accessed by Highview Avenue in addition to an internal drive network that will be developed as part of the rail car storage plan. The use is not anticipated to be a high traffic use.

5. The planning report dated November 25, 2025 prepared by Tina Goodroad, Community Development Director is incorporated herein.

RECOMMENDATION

The City Council hereby approves the Zoning Map amendment as shown in Exhibit B, subject to Metropolitan Council approval of the Comprehensive Plan Amendment.

DATED: December 15, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

Exhibit A

North Parcel:

PID 13-00500-01-014

That part of Tract A described below:

Tract A: The north 888.02 feet of the east 100 rods of the Northeast Quarter of
 Section 5, Township 113 North, Range 20 West, Dakota County, Minnesota;

which lies northerly of Line 1 described below:

Line 1. Beginning at a point on the east line of said Section 5, distance 625 feet
south of the northeast corner thereof; thence run northwesterly to the
northwest corner of Tract A hereinbefore described and there terminating;
Subject to public road and railroad.

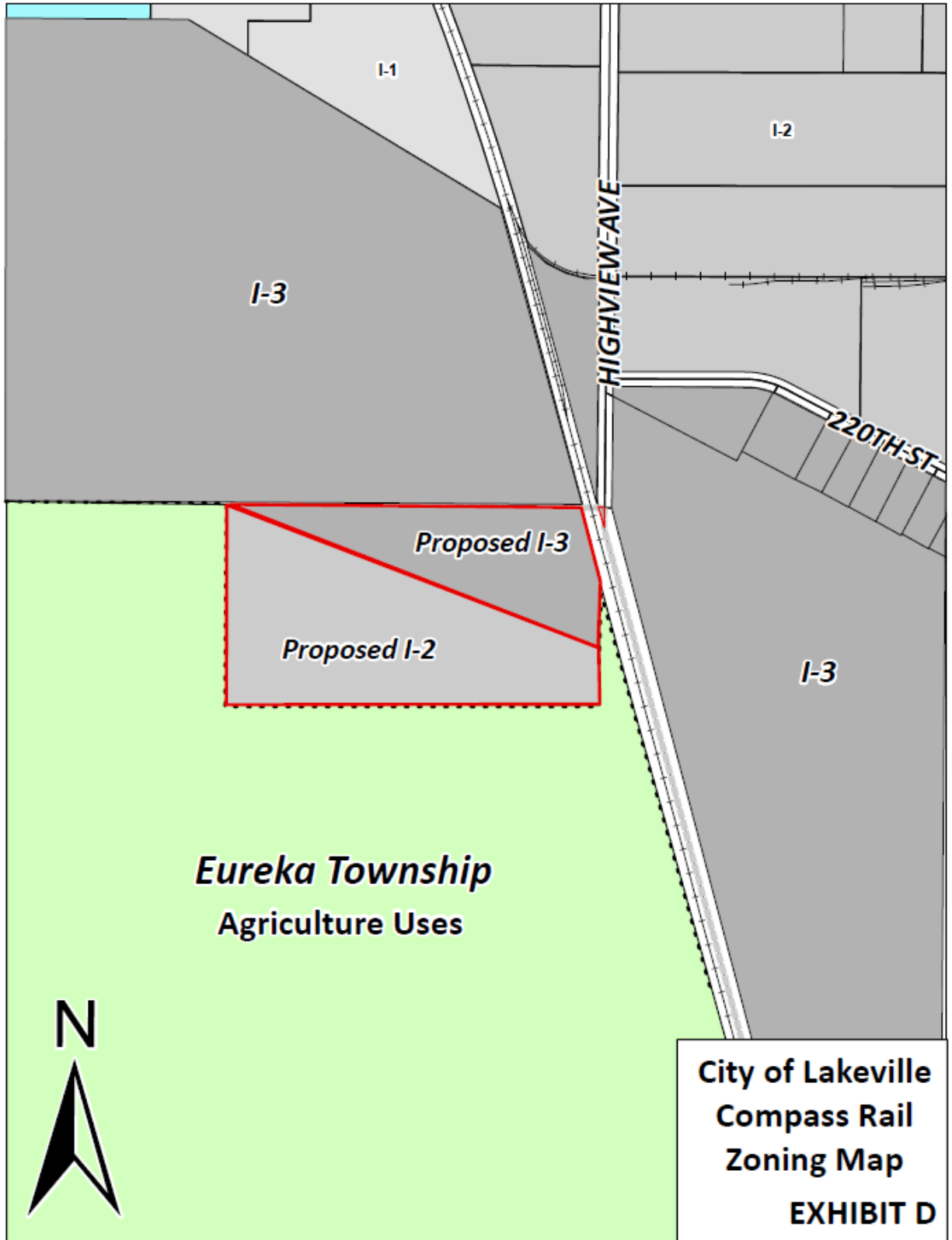
South Parcel

PID 13-00500-01-013

The North 888.02 feet of the East 100 rods of the Northeast Quarter of Section 5, Township 113,
Range 20, Dakota County, Minnesota, EXCEPT that part which lies Northerly of a "Line 1"
described as follows:

Beginning at a point on the East line of said Section 5, distant 625 feet South of Northeast
corner thereof; thence run Northwesterly to the Northwest corner of said North 888.02
feet of the East 100 rods of the Northeast Quarter.

Exhibit B



6. All new local utilities and any existing overhead service utilities located on the property shall be placed underground.
7. The existing house, accessory structures, fence, well, and septic system must be removed with the development of this property.
8. A homeowner's association must be established for ownership and maintenance of Lot 23, Block 1 and Lot 22, Block 3.
9. Prior to City council consideration of the preliminary plat, the landscape plan must be modified to include the specific species of spruce and pine to be planted, subject to the approval of the City Forester.

Ayes: Traffas, Kaluza, Einck, E. Duckworth, Swaney, Swenson, D. Duckworth

Nays: 0

5c. Lennar

Vice Chair Einck requested a motion be made to table this item to the January 15, 2026 Planning Commission meeting.

Motion was made by Swenson, seconded by Swaney to recommend to table the Lennar Comprehensive Plan amendment and Zoning Map amendment to the January 15, 2026 Planning Commission meeting.

Ayes – unanimous

Nays: 0

5d. Compass Rail Lakeville LLC

Vice Chair Einck opened the public hearing to consider the application of Compass Rail Lakeville LLC for the following, located west of Highview Avenue and north of 225th Street.

1. Comprehensive Plan amendment to bring approximately 33.31 acres of land into the current Municipal Urban Service Area (MUSA)
2. Comprehensive Plan Amendment to re-guide properties from Rural Residential Density to Industrial and Airport.
3. Zoning Map Amendment to rezone properties from RA, Rural/Agriculture District to I-2, General Industrial District and I-3, Airport Industrial District.

Tina Goodroad, Community Development Director, presented the staff report. Compass Rail Lakeville, LLC and the Metropolitan Airport Commission (MAC) have applied for comprehensive plan MUSA staging and land use amendments and zoning map amendments. The properties total 33.31 acres. Compass Rail Lakeville, LLC proposes to construct a rail car storage yard on the south parcel while the MAC-owned parcel on the north will remain undeveloped. Staff requested the

MAC to include their property (11.51 acres) to square off the new city boundary. The City Council approved an ordinance for annexation on September 2, 2025, and the State of Minnesota approved the annexation request on November 5, 2025

The comprehensive plan amendments include bringing 33.31 acres of land into the current Municipal Urban Service Area (MUSA) as well as Land Use Plan amendment to re-guide properties from Rural Density Residential (land use guidance upon annexation) to Industrial (south parcel) and Airport (north parcel). Finally, the amendment includes a zoning map amendment to rezone parcels to be consistent with the land use.

Community Development Department staff has determined that the requested land use plan amendment is consistent with the intent and goals of the 2040 Comprehensive Plan and recommends approval of both the Comprehensive Plan Amendment and the Zoning Map Amendment.

Vice Chair Einck opened the hearing to the public for comment.

There was no public comment.

Motion was made by Dylan Duckworth, seconded by Swenson to close the public hearing at 6:16 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Ms. Goodroad

Vice Chair Einck asked for comments from the Planning Commission.

- Vice Chair Einck asked whether there is a corporate relationship between Compass Rail and Rail. Ms. Goodroad stated that Compass Rail is a Texas firm that will be operating the rail car storage yard in cooperation with Progressive Rail.
- Commissioner Kaluza stated this is a creative solution for this area, expressed support for the project and thanked staff for all their work. He requested that Ms. Goodroad share the limits of what can actually go next to the airport. Ms. Goodroad stated the rail car storage area is very compatible for this area. There are height limits for any buildings adjacent to the airport.
- Commissioner Traffas asked if the one existing track to the railyard is sufficient to service this area or will there need to be additional tracks. Ms. Goodroad stated there will be tracks within the property but the one track to get there will be sufficient.

Motion was made by Swenson, seconded by Kaluza to recommend to City Council approval of the Comprehensive Plan amendment to bring approximately 33.31 acres of land into the current Municipal Urban Service Area (MUSA); and the Comprehensive Plan amendment to re-guide properties from Rural Residential Density to Industrial and Airport; and the Zoning Map Amendment to rezone properties from RA Rural/Agriculture District to I-2, General Industrial District and I-3, Airport Industrial District and approval of the findings of fact dated December 4, 2025.

Ayes: Kaluza, Einck, E. Duckworth, Swaney, Swenson, D. Duckworth, Traffas

Nays: 0

There being no further business, the meeting was adjourned at 6:20 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder

DRAFT



Memorandum

To: Planning Commission

From: Tina Goodroad, Community Development Director

Date: November 25, 2025

Subject: Packet Material for the December 4, 2025 Planning Commission Meeting

Agenda Item: Compass Rail Lakeville, LLC and Metropolitan Airports Commission (MAC)
Comprehensive Plan and Zoning Map Amendments

BACKGROUND

Compass Rail Lakeville, LLC and the Metropolitan Airport Commission (MAC) have applied for comprehensive plan MUSA staging and land use amendments and zoning map amendments. The properties total 33.31 acres. Compass Rail Lakeville, LLC proposes to construct a rail car storage yard on the south parcel while the MAC-owned parcel on the north will remain undeveloped. Staff requested the MAC to include their property (11.51 acres) to square off the new city boundary. The City Council approved an ordinance for annexation on September 2, 2025, and the State of Minnesota approved the annexation request on November 5, 2025.

The comprehensive plan amendments include bringing 33.31 acres of land into the current Municipal Urban Service Area (MUSA) as well as Land Use Plan amendment to re-guide properties from Rural Density Residential (land use guidance upon annexation) to Industrial (south parcel) and Airport (north parcel). Finally, the amendment includes a zoning map amendment to rezone parcels to be consistent with the land use.

EXHIBITS

- A. Location Map
- B. Comprehensive Plan Staging Amendments
- C. Comprehensive Plan Land Use Amendments
- D. Zoning Map Amendments

PLANNING ANALYSIS

Existing Conditions. The subject site involves two properties that are west of Highview Avenue and north of 225th Street.

Surrounding Properties.

	Current Use	Zoning District	Land Use
North	Airlake Airport	I-3, Airport Industrial	Airport
East	Airlake Airport	I-3, Airport Industrial	Airport
South	Eureka Twp/ Agriculture	Eureka Twp/Agriculture	Eureka Twp/ Agriculture
West	Eureka Twp/ Agriculture	Eureka Twp/Agriculture	Eureka Twp/ Agriculture

Adjacent and Affected Jurisdiction Notification. As required in consideration of Comprehensive Plan Amendments, the proposed amendment has been submitted to Eureka Township who responded with no opposition.

Comprehensive Plan Amendment. The comprehensive plan amendment is in two parts. The first request is to bring both properties into the current MUSA, now that the annexation process is complete, as illustrated in Exhibit B. Sewer will be extended from the north when the rail car storage yard is constructed.

The second part of the amendment is to re-guide parcels to land use designations based on the existing and proposed use. The north parcel, owned by MAC, is proposed to be reguided from Rural Density Residential to Airport and the south property that Compass Rail Lakeville, LLC will develop, from Rural Density Residential to Industrial.

Zoning Map Amendment. Consistent with the land use designations described above, the same properties are proposed for rezoning as illustrated in Exhibit D. Properties are proposed for rezoning as follows: from RA, Rural/Agriculture to I-2, General Industrial (south parcel) and I-3, Airport Industrial (north parcel).

RECOMMENDATION

Community Development Department staff has determined that the requested land use plan amendment is consistent with the intent and goals of the 2040 Comprehensive Plan and recommends approval of both the Comprehensive Plan Amendment and the Zoning Map Amendment.

Findings of fact for approval of the comprehensive plan amendments and zoning map amendment are included with the packet materials for your consideration.



Date: 12/15/2025

Approval of Professional Services Agreement with Transportation Collaborative & Consultants (TC2)

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Professional Services Agreement with Transportation Collaborative & Consultants to prepare the Kenrick Avenue Small Area Plan Feasibility Review

Overview

Staff is requesting City Council authorization to enter into a professional services agreement with Transportation Collaborative & Consultants (TC2), in partnership with Measure Group, to complete a Kenrick Avenue Small Area Plan Feasibility Review. The feasibility review will evaluate development potential, transportation considerations, and infrastructure needs within the area bound by I-35, 210th Street (CR 70), and Kensington Boulevard.

The total proposed cost for this work is not to exceed \$47,500. The study will inform future land-use planning, transportation coordination with Dakota County, and development readiness for this long-vacant area. Dakota County will participate in this study including funding half the cost.

The study area includes primarily vacant land located east of Interstate 35 and north of 210th Street. The area includes a park-and-ride facility and a City water tower and has been the subject of multiple concept proposals over the years, none of which have advanced. Given renewed development interest, the City seeks a targeted feasibility review to understand:

- Market-supported land use options
- Transportation system impacts, including a potential realignment of Kenrick Avenue and Dakota County partnership
- Infrastructure needs and constraints
- Development readiness and associated implementation steps

TC2 has provided a proposal outlining a comprehensive planning and transportation analysis that will support City decision-making and guide future entitlements.

Supporting Information

1. PROFESSIONAL SERVICES AGREEMENT TRANSPORTATION COLLABORATIVE CONSULTANTS LLC_

Financial Impact: \$47,500 **Budgeted:** Yes **Source:** Dakota County and General Fund
Envision Lakeville Community Values: Diversified Economic Development
Report Completed by: Tina Goodroad, Community Development Director

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT (“Agreement” or Contract”) made this 15th day of December 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **TRANSPORTATION COLLABORATIVE & CONSULTANTS, LLC**, a Delaware limited liability company ("Consultant").

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

1. SCOPE OF SERVICES. The City retains Consultant to provide a feasibility review of potential development and transportation scenarios for the area bounded by I-35 to the west, 210th street (CR 70) to the south, and Kensington Boulevard to the east

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

- A. This Professional Services Agreement;
- B. Insurance Certificate;
- C. Consultant’s Proposal attached hereto as Exhibit A (“Proposal”).

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

3. TERM. The term of this Agreement shall commence on the last date at which signatures are obtained and shall terminate on or June 30, 2026.

4. COMPLETION DATE. All services performed by Consultant under the terms of this Agreement shall be completed by June 30, 2026.

5. COMPENSATION. Consultant shall be paid by the City for the services described in the Proposal a not to exceed fee of Forty-Seven Thousand Five Hundred and no/100 Dollars (\$47,500.00), inclusive of expenses. The not to exceed fees and expenses shall not be adjusted if the estimated hours to perform a task, the number of required meetings, or any other estimate or assumption is exceeded. Consultant shall bill the City as the work progresses. Payment shall be made by the City within thirty-five (35) days of receipt of an invoice.

6. DOCUMENT OWNERSHIP. All reports, plans, models, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.

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

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

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

10. INDEMNIFICATION. Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

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

Commercial General Liability	\$2,000,000 each occurrence/aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability	\$2,000,000 each occurrence/aggregate

The City shall be named as an additional insured on the general liability policy on a primary and non-contributory basis.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Consultant, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. The policy shall provide minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate with a deductible maximum of One Hundred Twenty-Five Thousand Dollars (\$125,000).

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

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

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

13. SUBCONTRACTORS. Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statutes § 471.425. Consultant must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of Consultant's receipt of payment from City. Consultant must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to subcontractors on any undisputed amount not paid on time to subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00).

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

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

16. COPYRIGHT. Consultant shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs,

drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

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

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

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

20. 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.

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

22. 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.

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

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

CONSULTANT: Transportation Collaborative & Consultants, LLC
Email: mpacyna@transportationcollaborative.com
Phone: 612-464-3800
Attention: Matt Pacyna

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

24. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Consultant. In the event of termination, the City shall be obligated to the Consultant for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.

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

Dated: _____, 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND: _____
Ann Orlofsky, City Clerk

Dated: _____, 2025.

**TRANSPORTATION COLLABORATIVE &
CONSULTANTS, LLC**

BY: _____

Print Name: _____

Its: _____

EXHIBIT A
CONSULTANT'S PROPOSAL



DRAFT

November 12, 2025

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

Subject: Proposal for Kenrick Avenue Small Area Plan Feasibility Review; Lakeville, MN

Tina:

Thanks for partnering with TC2, who is teamed with Measure Group, to provide a feasibility review of potential development and transportation scenarios for the area bounded by I-35 to the west, 210th Street (CR 70) to the south, and Kensington Boulevard to the east. The review area is primarily vacant, but includes a park-and-ride facility and a City water tower. Over the years, various development proposals have been considered, but nothing has materialized. Therefore, the purpose of this review is to quantify existing site characteristics, identify potential development scenarios and their overall feasibility / impact to the adjacent area, and recommend potential land use and infrastructure improvements needed to support future development of the site. We understand the dynamic nature of master planning, as well as potential issues, challenges, and needs of various agencies and stakeholders as part of the entitlement process. Thus, the following scope of services was developed, which identifies key tasks and assumptions used as the basis for this proposal.

SCOPE OF SERVICES

We propose to carry out the work as described in the following tasks:

1) Project Management

- a. Prepare for and attend up to four (4) meetings with area stakeholders (e.g., City, County) to review assumptions, findings, and recommendations. Preliminary meeting topics, include:
 - Kick-off / Data Needs / Review Goals
 - Existing Conditions / Land Use Scenario Identification
 - Alternative Evaluation
 - Study Recommendations / Findings
- b. Provide day-to-day project management, administration, invoicing, and coordination throughout the review process.

2) Existing Conditions

- a. Review historical planning documents, studies, and mapping to understand existing and future infrastructure plans and facilities within the study area; this task will include a review of available transportation data, access, utilities, land use, and zoning.
- b. Collect supplemental transportation data at up to two (2) intersections (e.g., along 205th Street at Kenrick Avenue and Kensington Boulevard) to identify existing travel patterns and operations within the study area; existing traffic data from the Artemis development will be leveraged, where applicable.

- c. Quantify existing transportation infrastructure, operations, and crash trends to establish baseline conditions to compare to future alternatives. This will include a review of area functional classification, access, traffic controls, parking, and levels of service / queues (using Synchro / SimTraffic software).
- d. Develop base-mapping of existing infrastructure and environmental conditions within the feasibility areas, including utilities, topography, wetlands, and easements / right-of-way; all information will be based on a desktop review of open-source information.
- e. Summarize the existing conditions review and any known issues or risks for consideration as part of the alternative review process.

3) Alternative Review

- a. Collaborate with the project team and area agencies to develop up to two (2) preliminary land use fit alternatives for two transportation network scenarios:

- Scenario A – Existing Conditions (No Relocation of Kenrick Avenue)
- Scenario B – Kenrick Avenue Relocation

This task will include a review of various land use types and users (e.g., commercial, retail, office, restaurant, residential, etc.) as well as preliminary coordination with local brokerage teams to understand the overall marketability of the site and reasonableness of development options. *This task does not include any detailed review of grading or cut / fill analysis, stormwater management analysis, or geotechnical considerations.*

- b. Refine the preliminary land use fit alternatives with the City to develop two (2) primary alternatives for a more detailed feasibility review.
- c. Develop peak hour and daily trip generation estimates for the two alternatives using the latest *ITE Trip Generation Manual*, and develop traffic forecasts for one (1) future horizon year (e.g., year 2030) condition. The traffic forecasts will include known adjacent developments, land use alternatives for the subject site, and changes to the transportation system (i.e., with and without the Kenrick Avenue relocation).
- d. Evaluate transportation operations to quantify future intersection levels of service / queues to identify potential transportation needs, including general roadway configuration, access locations, traffic controls, and multimodal connections. This task will also identify the potential timeframe or level of development when various infrastructure or traffic control improvements would be needed.
- e. Identify various site civil and adjacent roadway considerations, such as total developable land, development yield, right-of-way / property acquisition, land swap valuations, utilities, wetlands, and infrastructure costs.

4) Documentation

- a. Document key next steps and coordination needed to market and develop the subject site. This task will outline key agency discussion topics and any overall process / funding strategies for consideration.
- b. Prepare a draft feasibility review report outlining the key assumptions, methods, findings, and recommendations. Address client and agency comments, as needed, and prepare a final report.

SCHEDULE

We are prepared to begin immediately and will complete this work within a mutually agreed-upon schedule. A preliminary schedule was identified based on initial discussions with project staff, as well as the scope of services contained within this proposal.

Schedule / Task	2025		2026									
	December		January		February		March		April		May	
Project Management			M		M		M			M		
Existing Conditions												
Alternative Review												
Project Documentation									D		F	

M – PMT Meeting D – Draft Report R – Review F – Final Report

BASIS OF PAYMENT / BUDGET

We propose to be reimbursed for our services on an hourly basis. Direct project expenses, such as data collection, supplies, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted monthly for work performed during the previous month. Payment is due within 30 days. Based on our understanding of the study, the cost of our services is not to exceed \$47,500. A detailed price plan is provided in the Appendix.

CHANGES IN THE SCOPE OF SERVICES

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

STANDARD TERMS AND CONDITIONS

This proposal is valid for 90 days from issuance. TC2 reserves the right to adjust the fee after 90 days from the date of this proposal. A complete list of TC2's standard terms and conditions are listed in Appendix.

ACCEPTANCE / NOTICE TO PROCEED

A signed copy of this proposal, mailed or emailed, indicates acceptance, and notice to proceed. We appreciate your consideration of this proposal and look forward to working with you. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

DRAFT

Matt Pacyna, PE (MN, ND, WI)

Principal, Co-Founder

Transportation Collaborative & Consultants, LLC

APPROVED:

(signature)

Name _____

Title _____

Date _____

DRAFT

APPENDIX

Estimated Person Hours By Task Kenrick Avenue Small Area Feasibility Review; Lakeville, MN		TC ²				measure			The TC2 Team	
Task	Description	Principal / Advisor	Engineer / Planner	TC2 Total Hours	TC2 Total Cost	Senior Engineer	Measure Group Total Hours	Measure Group Total Cost	Team Total Hours	Team Total Cost
	Hourly Rates	\$245	\$125			\$225				
1.0	Project Management	14	0	14	\$3,430	14	14	\$3,150	28	\$6,580
1.a	PMT Meetings (4)	8	0	8	\$1,960	8	8	\$1,800	16	\$3,760
1.b	General Project Management	6	0	6	\$1,470	6	6	\$1,350	12	\$2,820
2.0	Existing Conditions	6	28	34	\$4,970	12	12	\$2,700	46	\$7,670
2.a	Planning Document Review	1	4	5	\$745	4	4	\$900	9	\$1,645
2.b	Supplemental Traffic Data	0	2	2	\$250	0	0	\$0	2	\$250
2.c	Traffic Operations	2	12	14	\$1,990	0	0	\$0	14	\$1,990
2.d	Basemapping Infrastructure / Env Review	1	6	7	\$995	6	6	\$1,350	13	\$2,345
2.e	Existing Issue / Need Summary	2	4	6	\$990	2	2	\$450	8	\$1,440
3.0	Alternative Review	18	68	86	\$12,910	58	58	\$13,050	144	\$25,960
3.a	Preliminary Land Use Scenario Identification	2	8	10	\$1,490	28	28	\$6,300	38	\$7,790
3.b	Alternative Refinement	2	4	6	\$990	6	6	\$1,350	12	\$2,340
3.c	Trip Generation / Traffic Forecasts	4	24	28	\$3,980	0	0	\$0	28	\$3,980
3.d	Future Transportation Evaluation	8	28	36	\$5,460	0	0	\$0	36	\$5,460
3.e	Civil Site Evaluation	2	4	6	\$990	24	24	\$5,400	30	\$6,390
4.0	Project Documentation	10	10	20	\$3,700	6	6	\$1,350	26	\$5,050
4.a	Identify Next Steps / Funding	2	2	4	\$740	2	2	\$450	6	\$1,190
4.b	Feasibility Report	8	8	16	\$2,960	4	4	\$900	20	\$3,860
	Hour Totals	48	106	154		90	90		244	
	Direct Labor Cost Totals	\$ 11,760	\$ 13,250		\$ 25,010	\$ 20,250		\$ 20,250		\$ 45,260
	Traffic Count Collection / Processing				\$ 2,000			\$ -		\$ 2,000
	Materials, Supplies, Travel, Misc Costs				\$ 140			\$ 100		\$ 240
	Total Fee Estimate				\$ 27,150			\$ 20,350		\$ 47,500

ATTACHMENT A

TRANSPORTATION COLLABORATIVE & CONSULTANTS, LLC STANDARD TERMS AND CONDITIONS

1. Applicability: Basic Agreement. These Standard Terms and Conditions (these “Terms”) govern the purchase of engineering services (the “Services”) by Client from Transportation Collaborative & Consultants, LLC, a Delaware limited liability company (“TC2”). The Proposal for Professional Services to which these Terms are attached and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Client’s general terms and conditions of sale regardless whether or when Client has submitted its sales confirmation or such terms. This Agreement expressly limits Client’s acceptance to the terms of this Agreement. TC2 shall provide, or cause to be provided, the Services as described in this Agreement, and Client shall pay TC2 for such Services in accordance with the terms of this Agreement.

2. Payment Procedures. TC2 will prepare a monthly invoice in accordance with TC2’s standard invoicing practices and submit the invoice to Client. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due TC2 for services and expenses within 30 days after receipt of TC2’s invoice, the amounts due TC2 will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, TC2 may, without liability, after giving seven days written notice to Client, suspend the Services under this Agreement until Client has paid TC2 in full all amounts due for Services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3. Opinions of Construction Costs. Any opinions of costs, construction or otherwise, by TC2 represent its judgement as a design professional and are furnished for the general guidance of Client. Since TC2 has no control over the cost of labor, materials, market conditions, or competitive bidding, TC2 does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to Client.

4. Termination. Either party may terminate this agreement by providing written notice at least fourteen (14) days in advance of the termination date. Upon termination, Client shall pay TC2 all fees for Services performed through the termination date.

5. Client’s Responsibilities. During the term of this Agreement, Client shall (at its sole cost and expense): (a) provide TC2 with all information as to Client’s requirements for the Project and any other information related to the Project that TC2 reasonably requests; (b) designate in writing a person authorized to act as the Client’s representative, and Client or its representative shall receive and examine documents submitted by TC2, interpret and define Client’s policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Services; (c) provide for full and free access for TC2 to enter upon all property required for the performance of TC2’s Services under this Agreement; (d) give prompt notice to TC2 whenever the Client observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect TC2’s performance of the Services; and (e) shall perform all of its responsibilities under this Agreement in a prompt manner so as not to prevent TC2 from performing the Services in a timely manner.

6. General Considerations.

(a) Standard of Services. TC2 shall perform the Services with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. TC2 makes no other warranties, express or implied, under this Agreement or otherwise, in connection with TC2’s Services. TC2 and its consultants may use or rely upon the design services of others, including, but not limited to, consultants, subcontractors, contractors, manufacturers, and suppliers. Client shall be responsible for, and TC2 may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to TC2 pursuant to this Agreement. TC2 may use such requirements, programs, instructions, reports, data, and other information in performing or furnishing services under this Agreement.

(b) Engineering Designs.

(i) All design documents prepared or furnished by TC2 are instruments of service, and TC2 retains all right, title and ownership (including the copyright and the right of reuse) to such documents, whether or not the Project is completed. Client may not reuse such design documents and agrees to indemnify, defend and hold TC2 harmless from any and all damages, losses, liabilities, and expenses, including reasonable attorney’s fees, in connection with such unauthorized reuse. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

ATTACHMENT A

(ii) Copies of design documents that may be relied upon by Client are limited to the printed copies that are signed or sealed by TC2. Files in electronic media format of text, data, graphics, or of other types that are furnished by TC2 to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

(iii) When transferring documents in electronic media format, TC2 makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by TC2 for the Project.

(iv) Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. TC2 shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

(c) Indemnification. To the fullest extent permitted by law, Client and TC2 agree to indemnify and hold the other (and their respective officers, directors, partners, agents, consultants, and employees) harmless, from and against liability for all third party claims, costs, losses, and damages, including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, arising out of or relating to the Project, to the extent such third party claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event such third party claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Client and TC2, they shall be borne by each party in proportion to its negligence.

(d) Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER THIRD PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR REVENUE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TC2'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO TC2 IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$500,000.00, WHICHEVER IS LESS.

(e) Insurance Coverage. TC2 agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with TC2's business requirements and applicable law. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor(s), if any, to include TC2 as an additional insured on its policies relating to the Project.

(f) Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (other than any payment obligations) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the non-performing party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, pandemic, epidemic or restrictive quarantine, revolution, insurrection, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

(g) Miscellaneous. This Agreement shall be binding on each party and their successors and permitted assigns. Neither party may sell, transfer or assign this Agreement to another party without the other party's prior written consent. This Agreement is to be governed by the laws of the State of Minnesota without regard to any conflicts of law principles of any state. Each party irrevocably submits to the jurisdiction of the federal and state courts located in the County of Hennepin, State of Minnesota for any litigation, or other proceeding as between the parties that may be brought, or arise out of, in connection with or by reason of this Agreement. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Provisions of these Terms which by their nature should apply beyond their terms will remain in force.



December 15, 2025

Item No.

ADOPT 2026 SPECIAL REVENUE FUND BUDGETS

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Adopting the 2026 Special Revenue Fund Budgets.

Overview

Special Revenue Funds are used to account for revenue derived from specific revenue sources that are legally restricted to expenditures for specific purposes. The Mayor and Council have reviewed the proposed budgets for these Special Revenue Funds at the November 24 work session. The following City of Lakeville Special Revenue Funds and their respective budgets are:

	Communications Fund #2000	L.A.H.A. Fund #2230	DSSD Fund #2280	FiRST Ctr Fund #2292	Opioid Fund #2295
Projected 1.1.26 FB	\$ 911,311	\$ 635,458	\$ 8,447	\$ -	\$ 151,974
Tax Levy	\$ 300,000	\$ -	\$ -	\$ -	\$ -
Operating Revenues	\$ 431,000	\$ 650,000	\$ 50	\$ 272,916	\$ 71,185
Transfers In	\$ -	\$ -	\$ -	\$ 71,000	\$ -
Operating Expenses	\$ (758,569)	\$ (250,000)	\$ (6,080)	\$ (343,916)	\$ -
Trsfir Out/Capital Outlay	\$ (45,000)	\$ -	\$ -	\$ -	\$ (100,000)
Change in Net Postion	\$ (72,569)	\$ 400,000	\$ (6,030)	\$ -	\$ (28,815)
Projected 12.31.26 FB	\$ 838,742	\$ 1,035,458	\$ 2,417	\$ -	\$ 123,159

Supporting Information

- Resolution adopting the 2026 Special Revenue Fund Budgets

Financial Impact: \$292,586	Budgeted: Y ☒ N ☐	Source: Various funds
Related Documents: (CIP, ERP, etc.): Proposed 2026 Budget		
Envision Lakeville Community Values: Good Value for Public Services		
Report Completed by: Julie Stahl, Finance Director		

CITY OF LAKEVILLE

RESOLUTION NO. ____

Resolution Approving the 2026 Special Revenue Fund Budgets

WHEREAS, the annual budgets of the City of Lakeville Special Revenue Funds for the calendar year beginning January 1, 2026 have been submitted by the City Administrator; and

WHEREAS, a summary of said budgets is hereby submitted as follows:

	Communications Fund #2000	L.A.H.A Fund #2230	DSSD Fund #2280	FiRST Ctr Fund #2292	Opioid Fund #2295
Tax Levy	\$ 300,000	\$ -	\$ -	\$ -	\$ -
Operating Revenues	\$ 431,000	\$ 650,000	\$ 50	\$ 272,916	\$ 71,185
Transfers In	\$ -	\$ -	\$ -	\$ 71,000	\$ -
Operating Expenses	\$ (758,569)	\$ (250,000)	\$ (6,080)	\$ (343,916)	\$ -
Trsfr Out/Capital Outlay	\$ (45,000)	\$ -	\$ -	\$ -	\$ (100,000)
Change in Net Position	\$ (72,569)	\$ 400,000	\$ (6,030)	\$ -	\$ (28,815)

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

- 1) The recitals set forth above are incorporated herein;
- 2) The budgets for the City of Lakeville Special Revenue Funds are hereby approved and adopted by the City Council;
- 3) The following expenditures are approved for 2026 funding from the Opioid Settlements:

Opioid Remediation Uses Per MOA	Funding Level (Up to)
PART THREE: OTHER STRATEGIES	
I. First Responders	
1. Law enforcement expenditures related to the opioid epidemic	2026 - \$100,000

- 4) The Finance Director is authorized to record all necessary accounting entries and make interfund transfers as needed.

ADOPTED by the Lakeville City Council this 15th day of December 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 12/15/2025

Engineering Services Proposal from Bolton & Menk for Casperson Park Parking Lot Improvements

Proposed Action

Staff recommends adoption of the following motion: Move to approve Engineering Services Proposal from Bolton & Menk for Casperson Park Parking Lot Improvements._

Overview

Improvements to the gravel parking lot located at Casperson Park were identified in the 2026-2035 CIP. Currently, the upper lot is gravel and is primarily used for soccer, large special events and Live at the Lake parking. With the addition of the performance stage, West Lake Marion Mountain Bike Trail trailhead and the increase in soccer usage, paving the upper gravel lot has become a necessity.

A topographic survey, as well as preliminary and final designs, will need to be developed to move this project forward. Bolton & Menk has submitted a proposal to complete the engineering services at a cost not to exceed \$59,402.00. The design and specifications will be completed in the spring of 2026, and construction is expected to occur in the fall of the same year.

Supporting Information

1. Engineering Services Proposal from Bolton & Menk for Casperson Park Parking Lot Improvements
2. Casperson Park Site Map

Financial Impact: \$59,402.00 Budgeted: Yes Source: Park Dedication Fund Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Joe Masiarchin, Parks and Recreation Director
--



**BOLTON
& MENK**

Real People. Real Solutions.

1224 Nicollet Avenue
Burnsville, MN 55337

Phone: (952) 890-0509
Bolton-Menk.com

October 21, 2025

Joe Masiarchin
Parks & Recreation Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

RE: Casperson Park Parking Lot Improvements
Engineering Services Proposal

Mr. Masiarchin,

Thank you for the opportunity to submit this proposal to complete engineering services for the Casperson Park Parking Lot Improvements project.

Project Understanding

Bolton & Menk has a strong understanding of the project requirements, informed by our meetings with city staff and review of the original construction plans for the gravel parking lot at Casperson Park. The need for this project is primarily driven by increased usage of the facility, including the outdoor stage, mountain bike trailhead, and sports amenities, which now necessitates paving the existing gravel lot to better support demand. We recognize that key priorities for this project include maximizing parking capacity and integrating aesthetic and functional enhancements. It is our understanding that stormwater management standards were addressed during the initial gravel lot construction and that asphalt paving can proceed without major modifications to the existing base. The existing infiltration basin and adjacent stormwater best management practices will be preserved in place. Based on the information gathered during our discussions with city staff, we have developed the following work plan to guide project delivery.

Task 1 – Topographic Survey

To support the design and construction of the project, a detailed topographic survey will be conducted to capture existing site conditions. The survey will include horizontal and vertical data collection to map surface features, elevations, utilities, curbs, pavement edges, drainage structures, and adjacent infrastructure. Control points will be established and verified for accuracy, and all data will be referenced to local coordinate systems and benchmarks. The resulting digital terrain model will provide a precise foundation for grading, drainage, and layout design, ensuring alignment with project goals and regulatory requirements.

Task 2 – Preliminary Design

The preliminary design phase will focus on developing conceptual layouts and evaluating design alternatives to establish the most effective configuration for the new parking lot. This will include analysis of site constraints, vehicular circulation, pedestrian access and crossings on Juno Trail, drainage patterns, and ADA compliance. Utility layout concepts for stormwater management will also be incorporated into the preliminary design graphics. These materials will serve as the foundation for stakeholder review and refinement prior to final design development.

During the preliminary design phase, our landscape architecture team will develop conceptual designs for a bike plaza space to serve as a trailhead and gathering space and launch point for users of the bicycle trail facilities. Our team will develop two unique concepts for the space, incorporating amenities identified by the city. Based on concept feedback, our team will refine the design into a single preferred concept to be carried through Final Design. We will also explore landscaping considerations and develop an overall landscaping concept for areas identified during preliminary design and will ultimately develop complete landscape planting plans and associated details.

Task 3 – Final Design

The final design phase will refine the preliminary concepts into fully developed construction documents that meet all applicable standards and client requirements. This will include a demolition plan, detailed site layouts, grading plans, stormwater management design, typical sections and details, erosion control measures, and final signage and pavement markings. Deliverables will consist of final construction plans and specifications and a final engineer's cost estimate. These documents will provide a comprehensive and build-ready plan set to guide the construction phase with clarity and precision.

Schedule

We are committed to following a project schedule that meets and exceeds the City's expectations. Based on the information discussed with city staff, we anticipate following the schedule below:

Contract Authorization	November 2025
Topographic Survey	November 2025
Design	December 2025 – February 2026
Anticipated Bidding	March 2026
Construction	September-October 2026

Proposed Fee

In accordance with the City of Lakeville's project requirements, Bolton & Menk proposes completing the scope of work as described above for a not-to-exceed hourly fee of **\$59,402.00**. The fee breakdown for individual work tasks is tabulated below.

Task	Amount
1 – Topographic Survey	\$ 5,070.00
2 – Preliminary Design	\$ 17,028.00
3 – Final Design	\$ 37,304.00
Total:	\$ 59,402.00

Thank you, again, for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Lakeville. We look forward to continuing to work with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to contact us.

Sincerely,

Bolton & Menk, Inc.



Eric Seaburg, PE
Municipal Project Manager | Principal



Jason Malecha, PE
Municipal Project Manager | Associate

Luke Hellier
Mayor, City of Lakeville

Ann Orlofsky
City Clerk, City of Lakeville

Detailed Fee Estimate

Client: City of Lakeville												
Project: Casperson Park Parking Lot Improvements												
TASK NO.	WORK TASK DESCRIPTION	Principal-in-Charge	Project Manager	Design Engineer	Landscape Architecture Project Manager	Landscape Designer	Project Surveyor	Survey Technician	Survey Crew Chief	Clerical	Total Hours	Total Cost
1.0	TOPOGRAPHIC SURVEY	0	0	0	0	0	3	8	16	0	27	\$5,070.00
2.0	PRELIMINARY DESIGN	6	20	54	9	26	0	0	0	0	115	\$17,028.00
3.0	FINAL DESIGN	4	46	180	4	14	0	0	0	10	258	\$37,304.00
SUBTOTAL HOURS		10	66	234	13	40	3	8	16	10	400	
Rate:		\$205.00	\$172.00	\$139.00	\$178.00	\$125.00	\$210.00	\$165.00	\$195.00	\$109.00		
Total:		\$2,050	\$11,352	\$32,526	\$2,314	\$5,000	\$630	\$1,320	\$3,120	\$1,090		
TOTAL NOT-TO-EXCEED FEE											\$59,402	

Casperson Park Parking Lot



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 = 100 feet
12/9/2025



Date: 12/15/2025

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 to cover the increased 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.

Supporting Information

1. AIM Electronics Proposal for Grand Prairie Park
2. Non-Bid Contract for Purchase of Goods and Services Grand Prairie Park Digital Scoreboard

Financial Impact: \$400,371.00 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
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10250 Valley View Road, Suite 147
Eden Prairie, MN 55344

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

DATE: December 9, 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-480x840 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

December 9, 2025

DAKTRONICS LED BASEBALL VIDEO DISPLAY WITH ACCESSORIES

Description	Size (HxWxD)	Qty.	Price
1. Model LVX 3000-480x840-10SMD 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	15'9" x 27'6"	1	\$274,030.00
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*			41,500.00
7. Estimated Permit Fees**			1,500.00
8. Shipping and Handling			<u>3,000.00</u>
			<u>\$400,371.00</u>

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.aimle.com

City of Lakeville – Grand Prairie Park

PRICE QUOTATION

December 9, 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
- 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.aimle.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: 12/15/2025

Printed Name: Ann Orlofsky

Signature:

Title: City Clerk

Date: 12/15/2025

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 15th 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 December 9, 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

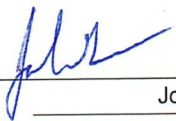
CITY OF LAKEVILLE

By: _____
Luke Hellier, Mayor

By: _____
Ann Orlofsky, City Clerk

Dated: December 9 _____, 2025

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

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



Date: 12/15/2025

**Encroachment Agreement with Cornerstone Lake Condominium Association
for Private Improvements in Public Property**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Encroachment Agreement with Cornerstone Lake Condominium Association, Inc. for private improvements in public property.

Overview

Cornerstone Lake Condominium Association, Inc. requests approval of an existing privately-owned and maintained retaining wall in public property. Cornerstone Lake Condominium Association, Inc. will own and maintain the retaining wall and will be responsible for removing the private improvements if the City determines the public property must be utilized.

Supporting Information

1. Encroachment Agreement

Financial Impact: \$0 Budgeted: No Source: N/A Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Jonathan Nelson, Assistant City Engineer
--

(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this 28th day of November, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City” or “Owner”), and **CORNERSTONE LAKE CONDOMINIUM ASSOCIATION, INC.**, a Minnesota non-profit corporation (“Cornerstone”).

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

Outlot A, Cornerstone Lake, Dakota County, Minnesota, according to the recorded plat thereof.

(“City Property” or “Subject Property”)

Cornerstone has installed a retaining wall (“Improvements”), in the southwesterly portion of the City Property, which encroaches on the City Property as depicted on the survey sketch attached hereto as Exhibit “A”.

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment of the Improvements within the City Property. Further conditions of encroachment approval are as follows:

- The Improvements located within the City Property shall not impact or increase water drainage on the City Property or cause any adverse drainage patterns or erosion to the City Property.
- Cornerstone agrees that the construction of the Improvements is consistent with all applicable federal, state and local laws and regulations.
- Cornerstone will own and maintain the Improvements encroaching into the City Property.

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the City Property, Cornerstone, for itself, its successors and assigns, hereby agrees to indemnify and hold the City harmless from any damage caused to the City Property, including the Improvements within the City Property, caused in whole or in part by the encroachment into the City Property.

4. TERMINATION OF AGREEMENT. The City may, at its sole discretion, terminate this agreement at any time if the City needs to occupy the City Property by giving the then owner of the Improvements thirty (30) day advance written notice. The owner of the Improvements may be required to remove the Improvements if it is deemed necessary by the City. If the owner fails to do so, the City may remove the Improvements and charge the cost of removal back to the owner for reimbursement. No notice under this paragraph shall be required in the event of an emergency condition determined solely by the City and the Agreement may then be terminated immediately.

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

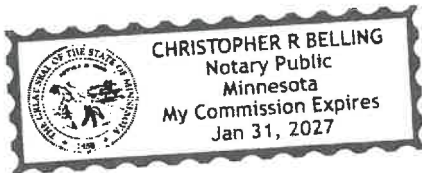
CORNERSTONE LAKE
CONDOMINIUM ASSOCIATION, INC.

By [Signature]
Its Board President

STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 28 day of November, 2025, by Rebecca Brouwer, the President of Cornerstone Lake Condominium Association, Inc., a Minnesota non-profit corporation, on behalf of said entity.

[Signature]
Notary Public



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

CITY OF LAKEVILLE

(SEAL)

By: _____
Luke M. Hellier, Mayor

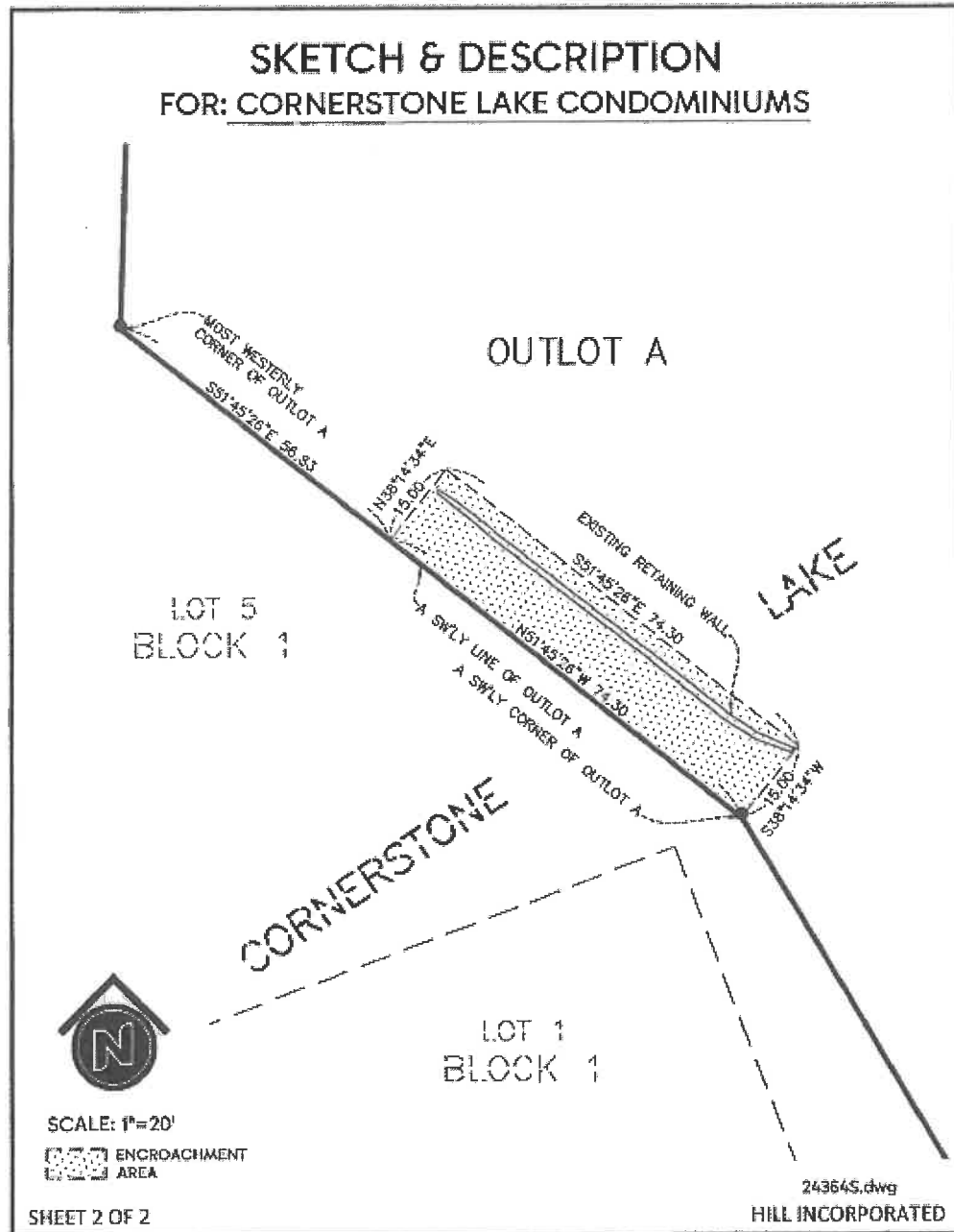
And _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

EXHIBIT "A"





Date: 12/15/2025

Correction to 2026 Temporary, Seasonal & Instructor Pay Resolution

Proposed Action

Staff recommends adoption of the following motion: move to approve the corrected version of the 2026 Temporary, Seasonal & Instructor Pay Resolution.

Overview

All 2026 pay/salary resolutions were approved on the previous council agenda of December 1, 2025. There was an error on the Temporary, Seasonal & Instructor pay plan. The previously submitted pay plan showed identical wages for levels 6 and 7. This was an error and the pay plan's formulas have been updated to reflect the appropriate spread in wages for those two levels.

Supporting Information

1. Updated 2026 Temporary, Seasonal & Instructor Resolution

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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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		19.74	20.63	21.55	22.52	23.54
	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



Date: 12/15/2025

Approve 2nd Amendment To Fiscal Agent Agreement with Dakota 911

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Second Amendment to Financial Services Agreement with Dakota 911 (D911).

Overview

The City of Lakeville has been the fiscal agent for Dakota 911 (D911), providing financial system administration and payroll services since October 2006. The current agreement has been in place since 2021. Cost calculations were completed during 2025 to update the fees based on the current amount of time spent by City of Lakeville staff on financial services for D911.

The 2025 fiscal agent fee is \$11,757/month (\$141,084/year). The 2026 fiscal agent fee is \$14,487/month (\$173,839/year). The 2027 fee is \$17,216/month (\$206,593/year). The 2028 fiscal agent fee will be adjusted by the annual rate of inflation using the Minneapolis-St. Paul Minnesota CPI-U for the previous calendar year.

The D911 Executive Committee approved the Second Amendment to the Financial Services Agreement at their November 5, 2025 meeting. The D911 Board of Directors will review the Second Amendment to the Financial Services Agreement at their December 11, 2025 meeting.

Supporting Information

1. Second Amendment to Financial Services Agreement Dec 2025

Financial Impact: \$137,724 Budgeted: Yes Source: General Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Julie Stahl, Finance Director
--

**SECOND AMENDMENT TO AGREEMENT BETWEEN DAKOTA 911 (FORMERLY
KNOWN AS DAKOTA COMMUNICATIONS CENTER (DCC))
AND THE CITY OF LAKEVILLE
FOR FINANCIAL MANAGEMENT SERVICES**

WHEREAS, effective September 7, 2021, Dakota 911 (known previously as DCC) and the City of Lakeville (Lakeville) entered into a joint powers agreement (Agreement) for Lakeville to provide financial management services to Dakota 911; and

WHEREAS, the parties desire to amend certain terms of the Agreement as more fully set forth below; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. To amend Article IV Compensation as follows:

**ARTICLE IV
COMPENSATION**

Dakota 911 shall make monthly payments to Lakeville for services provided in the following amounts:

- Effective January 1, 2022 -\$10,400.00;
- Effective January 1, 2023, 2024 and 2025., the compensation will be adjusted each year by the annualized rate of inflation using the Minneapolis-St. Paul Minnesota CPI-U, for the previous calendar year.
- Effective January 1, 2026, the calculation was updated to reflect current time commitments and compensation costs for the Fiscal Agent, and will be adjusted to \$14,487.
- Effective January 1, 2027-\$17,216
- Effective January 1, 2028 and January 1 each year thereafter, the compensation will be adjusted by the annualized rate of inflation using the Minneapolis-St. Paul Minnesota CPI-U for the previous calendar year, until either entity requests a review of the amount.

The monthly payments to Lakeville do not include payroll costs for Dakota 911 staff. Dakota 911 is solely responsible for this cost without contribution from the City of Lakeville.

If Dakota 911 requests that Lakeville provide financial services outside the Scope of Work described in Exhibit A, Dakota 911 and Lakeville will enter into a separate agreement for those services and the compensation to be paid for those services will be agreed upon by Lakeville and Dakota 911. Assistance provided by Lakeville staff to Dakota 911 for applying, receiving and reporting on grants and grant expenditures is

considered services outside the Scope of Work of this Agreement and will be billed and paid at an hourly rate to be agreed upon by Lakeville and Dakota 911.

2. All other terms of the Agreement between Dakota 911 and the City of Lakeview shall remain in full force and effect unless otherwise amended or terminated in accordance with law or the terms of the Agreement.
3. In any case where this Amendment conflicts with the Agreement, the Amendment shall govern.

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

Approved as to form:

DAKOTA 911

Assistant County Attorney/Date

Chair, Board of Directors
Date of Signature _____

CITY OF LAKEVILLE

By: _____

Mayor
Date: _____

By: _____

City Clerk
Date: _____

EXHIBIT A
SCOPE OF WORK

NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

Payroll:

Process payroll on a bi-weekly basis. Includes reviewing time cards for accuracy, printing payroll checks, posting payroll journal entry to financial system and administration of the ACH file for automatic deposit of payroll wages

Compute payroll taxes and file applicable payroll taxes using electronic funds transfers

State withholding taxes – Bi-weekly

Federal withholding taxes – Bi-weekly

FICA/Medicare – Bi-weekly

PERA-Bi-weekly

Complete payroll tax forms on a monthly/quarterly basis

Minnesota Unemployment tax report – Quarterly

Federal Form 941 – Quarterly

PERA – Monthly

Maintain leave accruals

Process year-end W2 tax statements and applicable tax returns

Maintains all employee information in accordance with records retention schedule and other regulatory agencies.

Responds to employee questions regarding payroll and benefits

Prepares special reports as needed for Executive Director and Fiscal Agent – especially as it relates to budget, cost analysis studies and benefits administration

Assist workers' compensation administrators in annual payroll audit.

Financial System Administration:

Prepare monthly financial report for staff and governing body review

Prepare all monthly, quarterly and annual journal entries

Revenue and accounts receivable

Cash and Investment activity

Year-end adjustments

Review general ledger activity for accuracy

Maintain Capital Asset records

Assist with Grant project accounting. Also assist DCC staff and others in compiling grant information

Prepare bank reconciliation on a monthly basis

General Checking Account

Investment Accounts

Assist with solicitation and evaluation of audit service proposals

Assist independent auditors in conducting annual audit

Prepare all audit confirmations

Prepare all financial working papers for annual audit, including but not limited to:

Cash and Investment reconciliation

Accounts Receivables – Customer/Miscellaneous Revenues

Determine sufficient allowance for bad debts

Due From Other Governmental Agencies

Interest income/receivable (including market value adjustments)

Prepaid expense determination

Salaries Payable (including leave accruals)

Other Liabilities

Vendor Payables

Due to Other Governmental Agencies

Prepare revenue and expense work papers supporting annual totals

Prepare invoices for monthly membership payments

Prepare special financial reports as requested by Administrator, governing body and other entities. Includes, but not limited to, providing detailed transaction information.

Provide advice and guidance on purchasing and investment policy.

Accounts Receivable:

*Process all accounts receivable invoices on a timely basis.)
Receives all payments and processes daily deposit*

Accounts Payable:

*Receives vendor invoices and submits to Executive Director for approval
Processes vendor invoices for payment on a timely basis
Matches all purchase orders (if applicable) with invoice prior to payment
Reviews coding for accuracy
Prepares all payments
Maintains all vendor files in accordance with records retention schedule
Prepares council check register for approval by governing body*

Budget:

*Assist in the preparation of the annual budget
Revenue estimates
Salary projections
Capital outlay
Operating expenses
Member requirements*

Treasury Management:

Invest agency funds in accordance with Investment Policy

Insurance:

Monitor and calculate prepaid balances on a monthly basis

Other:

Fiscal Agent is responsible for maintenance of all financial and payroll information in accordance with approved records retention schedule and regulations of other governing bodies as it relates to records retention.

Fiscal agent must submit all records for review in accordance with Data Practices Laws. Fiscal Agent must have knowledge of all state and federal laws with respect to financial reporting and payroll administration. Fiscal Agent is responsible for submitting all financial and payroll reports to state agencies including but not limited to State Auditor's Office.



Date: 12/15/2025

Adoption of 2026 Legislative Priorities

Proposed Action

Staff recommends adoption of the following motion: Move to approve the 2026 Legislative Priorities.

Overview

Attached to this report are the 2026 City of Lakeville Legislative Priorities. These priorities were discussed at the December 8th Work Session. Edits were made to reflect the priorities that Council provided staff, specifically the addition of a section regarding Emergency Medical Services.

Supporting Information

1. 2026 Legislative Priorities

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Taylor Snider, Assistant to the City Administrator
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City of Lakeville

2026 Legislative Priorities



Adopted: December 14, 2025

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Primary Legislative Priorities

A. Downtown Lakeville Social District

The City of Lakeville is requesting the Minnesota State Legislature grant a special provision to allow the City of Lakeville to designate a “Social District” within the Downtown area, modeled after the City of Anoka legislation adopted in 2022.

B. State Mandates on Local Authority:

Lakeville opposes statutory changes which erode local control and authority including, but not limited to:

- Mandates that limit the city's ability to manage our development standards, zoning regulations, and the use of right-of-way.
- Unfunded mandates that cause increased property taxes which impede the city's ability to fund traditional services.
- Regulations prohibiting the imposition of infrastructure fees so new development pays its fair share of the off-site, as well as the on-site, costs of public infrastructure to adequately serve the new development.

C. Post Office Improvements:

In March of 2021, the United States Postal Service released its 10-year plan, 'Delivering for America,' to return the organization to financial sustainability and achieve service excellence while maintaining universal six-day mail delivery and expanding seven-day package delivery. The Lakeville Post Office currently struggles to make consistent daily deliveries to residents, much less expanding to delivery seven days a week. The report indicates the successful implementation of the 10-year plan requires partnership from legislative and regulatory stakeholders. The City of Lakeville has contacted our local elected federal representatives and requested a review of the operations of the Lakeville Post Office. It is essential, for a growing city of over 75,000 residents, that the Federal Government implement improvements to Lakeville's Post Office including the renovation and expansion of the sorting and distribution facility, upgrades to technology, increased staffing and training, and updated vehicle fleet and logistics to provide improved customer service and consistent and reliable handling, sorting and delivery of mail services. Further, the City desires a path forward to consolidate the city into one contiguous zip code to help avoid confusion related to mailing addresses.

D. County Road 5/50 Interchange Improvements at Interstate 35:

County Road 5/50 is categorized as a minor arterial with an annual average daily traffic volume of 30,000 vehicles that pass through the interchange. Interstate 35 (I-35) has an annual average daily traffic volume between 75,000 to 80,000 vehicles at this interchange. The Interchange has high crash rates and significant traffic congestion due to insufficient capacity, sight distance, and turn lanes, and requires replacement to improve safety and delays. As the largest city in Dakota County and one of Minnesota's fastest-growing populations, the City (along with Dakota County) has been planning to replace this deficient Interchange for more than 20 years and made significant local investments (more than \$22 million) in right-of-way acquisition, local road reconfiguration, and draining improvements, along the County Road 5/50 corridor and within the Interstate 35 interchange area in preparation for future safety and capacity improvements. The project is programmed for construction in 2028/2029.

Replacing the County Road 5/50 Interchange at I-35 will provide the necessary infrastructure and investment to make safety and capacity improvements, improve existing and future regional mobility along the County Road 5/50 and I-35 corridors (E-ZPass, auxiliary or general purpose lane), and encourage additional job creation and tax base through new commercial and industrial development. The City is partnering with Dakota County and potentially MnDOT to coordinate interchange improvements to increase efficiencies and reduce impacts to the traveling public and existing businesses (MnDOT's Capital Highway Investment Plan programs replacement of the I-35 bridges over CSAH 60 and 205th Street, repairs to the I-35 bridges over Lake Marion and pavement improvements between CSAH 70 and the I-35E/35W split in 2029 to address existing deteriorating infrastructure). Currently, Dakota County is nearing completion

of preliminary engineering and approved geometric layout for a new County Road 5/50 Interchange at Interstate 35 as part of a \$5,040,000 federal funding appropriation. In 2025, the State of Minnesota appropriated \$40.8 million toward the project to cover State Trunk Highway costs – i.e., bridges, ramps, auxiliary lane. The city is requesting an additional \$22 million from the State to cover the current funding gap to address local impacts and costs.

Additional Legislative Priorities

Local Control, Municipal Revenue & Taxation

A. State Regulation of Adult-Use Cannabis and Cannabinoid Products:

The 2023 legislative session enacted legislation making Minnesota the 23rd state in the country to legalize adult-use cannabis. The new law, ch. 342, created a statewide regulatory framework for adult-use cannabis establishing state-issued licenses for the industry from seed to sale. The regulatory structure includes local regulation, with cities responsible for registering certain cannabis businesses that are licensed by the state and conducting compliance checks. The law requires businesses to comply with local zoning ordinances, authorizes cities to implement license limits, and authorizes cities to implement ordinances to establish a petty misdemeanor for public use of cannabis and cannabinoid products. These authorizations aside, cities have very limited discretion in the regulation of the industry.

In 2025 the legislature eliminated the Local Government Cannabis Aid account, the only cannabis specific funding provided to cities and counties. This aid was a critical part of the state and local relationship for administration and implementation; however, it was repealed before it was ever dispersed to cities and counties. The current law caps the retail registration fee cities may charge a cannabis retailer in their city. These fees range from \$0 to \$1,000.

Many questions remain for what is to be seen from the Office of Cannabis Management and the cannabis industry as it is established. Cities will be a critical component of the regulation and enforcement of this industry. In any future legislation, the following should be considered:

- Any legislation considered should be responsive to the needs of cities as they arise from the implementation of this industry.
- Legislation should restore the Local Government Cannabis Aid fund to ensure adequate funding for local governments to implement the law and respond to challenges resulting from the cannabis industry. Cities and counties should be able to recover costs from assisting businesses and implementing the law through fees or other revenue sources.
- Legislation should increase, and at a minimum, maintain any discretion and local control granted to cities in current legislation.
- The City of Lakeville opposes any proposals to diminish local control related to the cannabis industry.

B. Federal Regulation of Hemp-Based Products

The bill that made its way through Congress to reopen the federal government on November 13, 2025, contained a provision to outlaw hemp-based products. The bill gives the industry 365 days before all products that contain more than 0.4 milligrams of THC are banned.

Whitney Economics' latest THC beverage report estimated that total U.S. THC beverage sales topped \$1.1 billion in 2024, with Minnesota being a key state in growth. Competing industries, mostly the nation's legal marijuana industry, and the beer and spirits industries, lobbied to close what they considered a "loophole" in the 2018 Farm Bill that led to the explosion of hemp-derived products. Their argument was that hemp products are largely unregulated and there are no labeling and marketing restrictions or efforts to keep THC-infused drinks and edibles from children. However, Minnesota has established one of the

strongest regulatory frameworks in the country, addressing these very concerns through clear rules governing potency limits, packaging, labeling, and age restrictions.

If enacted, this federal ban on low-dose, hemp-derived THC beverages and edibles would have a significant negative impact on our business. For 2025, we project \$818,000 in sales and \$280,000 in profit from this category alone. It currently represents 4% of our total sales and is the only category showing continued growth. Every effort should be made on the federal level to strike this provision and restore the authority to produce hemp-derived products as previously allowed in the 2018 Farm Bill.

C. Expansion of Wine and Strong Beer Sales in Grocery/C-Stores:

Lakeville Liquors provides over \$1.5 million in property tax relief annually to our property taxpayers. Lakeville opposes any legislation that would allow the expansion of the sale of wine and strong beer beyond existing licensed premises due to significant detrimental economic impacts on city revenues and the negative effect on preventing drunk driving and underage alcohol sales and consumption. Minnesota law already allows grocery stores, gas stations, convenience stores, and wherever beer is sold to sell 3.2 beer.

D. Elections:

In 2024, the City of Lakeville spent \$116,312 and 19,185 hours of staff time on three elections (presidential primary, general primary, and general election). Cities are essential in administering state and federal election laws and conducting voting activities. To strengthen the effectiveness of election administration, the Legislature should:

- Seek input from cities on proposed changes to voter registration, election law, and needed improvements and updates to the Statewide Voter Registration System (SVRS).
- Provide Cities with ongoing and sufficient funding through the Voting Operations, Technology, and Election Resources Account (VOTER) fund to provide cities with resources to conduct elections and meet the mandated requirements outlined in the statute.
- Provide ongoing resources to cities that administer absentee balloting and early voting for the extended early voting period and additional weekend hours required during a general election.

E. Met Council Governance:

The 17-member Metropolitan Council has 16 members, who represent geographic districts within the Twin Cities seven-county metropolitan area, with one member serving at large. However, they are all appointed by and serve at the pleasure of the Governor and typically fall within the current governor's party affiliation. To provide a governance structure that is more representative of our respective communities, local governments (cities and counties) should be afforded an opportunity to provide input in the selection process for members who represent local interests in regional planning efforts.

F. Revenue Restrictions:

The City of Lakeville strongly opposes levy limits and other financial restrictions imposed upon local governments. Local taxpayers hold their local elected officials accountable for local government spending and taxing decisions. When the state imposes levy limits, reverse

referenda, or other fiscal restraints on local elected officials, it negatively impacts the ability of cities to meet the needs of their residents and removes the autonomy of local officials.

G. Data Practices Act:

The City of Lakeville supports a comprehensive periodic review of the Minnesota Government Data Practices Act (MGDPA) which was first enacted in 1979, over 40 years ago. Times have changed, specifically with technology. In 1979, cities were mainly maintaining data in paper form. Legislators from that time could not have imagined where technology would be today. The MGDPA should be updated to address those changes. The City of Lakeville should support these efforts:

- Provide additional state funding to assist Cities with meeting the increasing complexity of managing government data and records.
- State funding should be provided for statewide data practices training.
- Allow Cities to charge for the staff time required to comply with wide-ranging data requests, regardless of what type of copies of the data are requested.

H. Fiscal Disparity Fund Distribution:

The City of Lakeville supports the Fiscal Disparities Program and any effort to modernize and improve the program to fund the needs of the metro area.

I. Targeting Property Tax Relief Directly to Individuals:

The City of Lakeville supports targeting property tax relief directly to individuals as opposed to direct aid programs like Local Government Aid (LGA) and believes that income, not property value, is the most appropriate measure of "ability to pay" property taxes. Lakeville supports additional property tax relief to those in greatest need by directing dollars to the circuit breaker program from programs such as LGA. The circuit breaker income adjusted property tax relief program provides direct assistance to those homeowners in greatest need, whether those local homeowners reside in a city that receives direct aid from the State.

The City of Lakeville also supports modifications to the homestead market value exclusion program. The general parameters of the program have not changed since 2011 and recent trends in residential home values have significantly reduced the value of the exclusion for many homeowners. The legislature should adjust the program to reflect the increases in market values.

J. Cyber Security

A Legislative Commission on Cybersecurity was established in 2021 to provide oversight of the state's cybersecurity measures and review and make policy recommendations to state agencies and the legislature to strengthen the state's cybersecurity infrastructure. However, many of the commission recommendations have not yet been implemented, which creates cybersecurity vulnerabilities, especially at the local level as many communities lack the necessary tools and capabilities needed to protect their systems. The problem is serious. Each month Minnesota IT Services defends against roughly 27,000 phishing emails and messages across all state agencies and several cities and counties have been recent targets of ransomware attacks as local governments continue to remain particularly vulnerable to cyberattacks. The passage of the federal Infrastructure

Investment and Jobs Act of 2021 provided additional federal resources to Minnesota to better prepare the state's preparedness and response to future cyberattacks. However, even with additional federal resources, many cities across the state remain vulnerable to cyberattacks and are in need of hardware and software support.

The City of Lakeville supports state action to identify and strengthen state and local capabilities, including the funding to evaluate state government cyber vulnerabilities, single points of failure, and fixes, and, based on those findings, create an ability for municipal governments to apply for grant funding or assistance to help conduct the same evaluation. Additionally, state and federal policymakers should:

- Seek municipal government input on any direction of state or federal funding that seeks to address cybersecurity preparedness and response and ensure city government participation in any task force or planning committee tasked with directing funding priorities for local government cybersecurity efforts.
- Ensure that any grant program administered by Minnesota IT balances the unique needs of smaller, less-resourced cities and larger cities and base cybersecurity funding opportunities on locally identified needs.
- Avoid unfunded mandates related to data notification breaches by ensuring proactive discussions with lawmakers and state leaders regarding cybersecurity awareness, prevention, remediation, and breach notification.

K. Regulation of Massage Therapists

In the absence of any required statewide standards or regulations, several cities have entered the traditional state domain of healthcare licensure by enacting ordinances that require all massage therapists to obtain a local professional license and many cities have also required brick-and-mortar establishments to obtain a business license. These ordinances help local law enforcement officers to differentiate between legitimate providers and businesses engaged in sex trafficking and prostitution, as well as provide for health and sanitation standards.

City staff and law enforcement have spent a lot of time and resources conducting statewide criminal background checks; investigating massage therapist accreditation programs to determine legitimacy and credibility; and inspecting and monitoring establishments due to resident complaints and concerns. This has resulted in different procedures, requirements, and fee structures across the state. Despite the thorough work of city staff and law enforcement, when an illegitimate business suspects investigation, it will often close down and re-open in a different city. Without any sort of statewide database of these businesses, one city's solution may become another city's problem. Additionally, local law enforcement agencies do not have access to national criminal history data. This has allowed those with criminal convictions in other states related to sex trafficking and prostitution to obtain massage therapy business and/or professional licenses in cities in Minnesota. Allowing access to this information could help cities prevent sex trafficking across state lines.

The City of Lakeville supports the statewide registration or licensure of massage therapists that would not pre-empt the ability of cities to regulate massage therapy establishments. The city also supports legislation pertaining to the practice of massage therapy that accomplishes the following:

- Helps cities establish the legitimacy of providers and businesses applying for a local license to practice, including allowing local law enforcement agencies access to national criminal history databases.
- Prevents individuals from conducting criminal activities such as prostitution and sex trafficking out of establishments operating as massage therapy facilities.
- Improves provider compliance with Minn. Stat. ch. 146A and requires the state to take action in response to noncompliance.
- Protects the public from injury and from other conditions that may result in harm.

L. Sales Tax on Local Government Purchases

The local government sales tax exemption enacted in 2013 and expanded in 2014 does not apply to all city purchases. Some purchases for municipal enterprise operations, such as liquor stores and golf courses are excluded from the exemption. In addition, in order to receive the sales tax exemption on construction materials under current law, cities must bid labor and materials separately and also designate a contractor to be a purchasing agent on behalf of the city. The existing Department of Revenue rules (Minn. Rule 8130.1200, subp. 3) are complex and the implementation can be so complicated that it can cost cities more money to implement than they will save on the tax exemption. Finally, although cities currently do not pay the motor vehicle sales tax on marked police vehicles or firefighting vehicles, other city vehicles are not exempt from the motor vehicle sales tax.

The 2021 legislature extended the sales tax refund process under Minn. Stat. § 297A.71 and Minn. Stat. § 297A.75 to contractor purchases of construction materials, supplies, and equipment incorporated into public safety buildings for initial construction, remodeling, expansion, and improvements for public safety facilities owned by local units of government. The refund process also applies to materials used in related facilities such as access roads, lighting, sidewalks, and utility components.

In order to ensure that taxpayers receive the full benefit of the local government sales tax exemption, the following must be implemented:

- The exemption should apply to all purchases made by local units of government.
- The process to receive the exemption for construction materials used in local government projects should be simplified or added to the refund process now available for local government public safety facilities.
- The exemption should be extended to all local government purchases that would otherwise be subject to the motor vehicle sales tax in Minn. Stat. ch. 297B.

M. Operation of Electric Assisted Bicycles:

The City of Lakeville supports modifying state statutes to include the same driver's license or motorized bicycle/electric-assisted bicycle without the rider pedaling to promote rider

safety. State statutes should be updated to include the use of bicycles with motors, including ebikes, according to their capabilities. The required permit training should advance ebike rider safety. Ebike riders under 18 should be required to wear protective headgear, as is currently required for motorized bicycle riders. The minimum age for both ebike and motorized bicycle operation should remain 15 years old. Providing law officers with better options for reasonable suspicion stops and violation citations will help to prevent accidents and tragedies. Where appropriate, bicycles should be required to have working lights, turn signals and other safety equipment.

N. Tax Forfeited Property

The City of Lakeville supports statutory changes that balance repayment of unpaid taxes and assessments, utility charges and other fees and that more equitably allocates the distribution of proceeds between counties and cities to avoid city taxpayers being forced to absorb the costs. The county should also be required to coordinate with local jurisdictions, where the tax forfeited property is located, to ensure that any pending or outstanding assessments are clearly listed on the public notice so that any potential buyer of the tax forfeited property is aware of these additional costs prior to purchasing the property.

In addition, the city would like greater authority to take more expedient action to acquire tax forfeited property. Recent legislation changes created a new tax forfeiture process, where the city (and county) can no longer place holds on forfeited property and now must purchase tax forfeited property through a public auction process. Tax forfeiture State Statutes should be revised to allow cities the first right of refusal to acquire forfeited properties for public uses such as road right of way, regional stormwater basins, parks and trail access or for other similar public needs.

O. Emergency Medical Services

The City of Lakeville supports statutory changes that provide stable funding to municipalities for Emergency Medical Services. The City of Lakeville asks that the legislature and Office of EMS implement policies that would accomplish the following:

- Allow local units of government to designate which licensed ambulance service provider or providers may serve their communities and to determine the appropriate level of service.
- Provide local units of government with tools and authority to ensure transparency by EMS providers.
- Uncouple the professional standards oversight role of the Office of EMS from service area determinations.
- Include representatives of municipalities on the Office of EMS' EMS Advisory Council.
- Provide authority for the Office of EMS to set professional standards.
- Requiring the Office of EMS to submit biennial reports on EMS service delivery data points for each local unit of government to the appropriate legislative committees.

Transportation

A. Transportation System Improvement and Maintenance Funding:

The City of Lakeville supports State efforts to bolster financial resources needed to address road, highway, and freight rail improvements. The City of Lakeville also supports efforts to provide cities with adequate tools to fund maintenance and improvements to local roadways.

Current levels of funding for roads and highways are inadequate to maintain existing road and highway needs and meet the needs of growing areas such as Lakeville. Lakeville recognizes the need for additional transportation funding statewide and will continue to advocate for additional resources to maintain the State's transportation infrastructure. In addition, cities still lack the authority to use additional tools for city street improvements; such resources continue to be restricted to property taxes and special assessments. It is imperative that alternative authority be granted to municipalities for this purpose to relieve the burden on the property tax system. The City of Lakeville will be financing millions of dollars in street maintenance and reconstruction projects with property taxes over the next several years. Street maintenance and reconstruction projects will be the most significant contributing factors to future property tax increases. This is in addition to millions of dollars in project costs financed from other sources such as special assessments and municipal state-aid street funding. Legislation that penalizes local projects based on greenhouse gas emission calculations hampers efforts to modernize and expand needed transportation corridors and should be repealed or amended.

B. Dan Patch Commuter Rail Corridor:

Lakeville is opposed to any State or Federal funding that supports the study, planning, design, or engineering of the Dan Patch Corridor.

Economic Development

A. Workforce Readiness:

Incumbent worker training and education must be an important component of Minnesota's efforts to improve workforce readiness. By making firms and employees more competitive, incumbent worker training can increase wages, increase employment opportunities, fill skilled worker gaps, and keep jobs and employers in their communities. The Minnesota Job Skills Partnership is one proven tool that provides training to thousands of incumbent workers each year. The City of Lakeville is in favor of legislation to address the following:

- Fully fund the Minnesota Job Skills Partnership and other workforce training programs administered by the Department of Employment and Economic Development, the Department of Human Services, and various education agencies.
- Provide additional flexible funding to local workforce councils, including governments and educational facilities, for the purpose of upgrading the skills and productivity of the workforce, and pursuing additional creative programming and funding to prepare and place underemployed and unemployed Minnesotans, as well as address the issue of those phasing out of the workplace and retiring.
- Provide additional funding for programs specifically designed to address youth employment such as career and workforce readiness programs, and employment disparities.
- Continue to support cities that provide workforce programs that are coordinated with and complement state and regional efforts by seeking municipal approval before making any changes to those service areas.

B. On-Sale Liquor or Wine Licenses:

Minn. Stat. § 340A.404 defines the establishments to which a city may issue an on-sale intoxicating liquor license. Every year cities see local businesses and organizations with innovative models for event centers, food halls, arenas, boutiques, museums, art spaces, and cultural or community centers that are not clearly named in this statute but would like to obtain a liquor license. Several

cities have received special legislation allowing their municipalities to issue on-sale liquor or wine licenses to these types of entities. However, this process interferes with the ability of municipalities to respond expeditiously to innovative business models, controls the placement and operating manner of these entities, and limits municipalities from providing licenses for businesses that would generate local tourism and revenue.

The City of Lakeville supports legislature to modernize and expand the list of establishments in Minn. Stat. § 340A.404 to which municipalities are authorized to issue on-sale liquor or wine licenses, subject to restrictions imposed by the municipality, to allow for innovative business models and economic development within their jurisdiction.

C. Expansion of the Job Creation Fund (JCF) and Minnesota Investment Fund (MIF):

The City of Lakeville supports the expansion of state programs to allow cities the ability to provide competitive incentive packages. The Job Creation Fund provides financial incentives to new and expanding businesses that meet certain job creation and capital investment targets. The Minnesota Investment Fund provides financing to help add new workers and retain high-quality jobs on a statewide basis. Both programs have successfully been used in Lakeville and are needed economic development tools.

The City of Lakeville supports fully funding the Minnesota Job Skills Partnership and other workforce training programs administered by the Department of Employment and Economic Development, the Department of Human Services, and various education agencies.

D. Tax Increment Financing (TIF):

Cities need greater flexibility to use TIF for community and economic development that supports residents and businesses. Further restrictions of TIF would render the tool less effective and hinder local efforts to support job creation, housing, and redevelopment. The Legislature should consider expanding the use of TIF to assist in the development of technological infrastructure and products, biotechnology, research, transportation, and transit-oriented development, non-retail commercial projects, and modifying the various provisions of existing TIF law to better facilitate redevelopment and housing activities.

Housing

A. City Role in Housing:

The city values living options for people of all ages and stages of life. Lakeville strives to be a community where residents can live and age in place. Lakeville will accommodate individuals and families at all stages of life and strive to meet the housing, transportation, education, shopping, access to health care, and other needs of all demographic groups within the city. Funding for life cycle, workforce, and affordable housing is the responsibility of State and Federal governments and should not be borne solely by local property taxpayers. In addition, the city opposes any mandated housing requirements. Cities can facilitate the production and preservation of life cycle, workforce, and affordable housing by:

- Applying for State or Federal funding from applicable grant and loan programs.
- Working with developers and residents to blend life cycle and affordable housing into new and existing neighborhoods.
- Establishing standards that encourage lifecycle and affordable housing.



Date: 12/15/2025

Agreement for Municipal Solid Waste, Recyclable Material, and Organic Waste Disposal

Proposed Action

Staff recommends adoption of the following motion: Move to approve agreement with Dick's Sanitation Services Inc. to provide waste refuse services to City properties.

Overview

Every two years, the City solicits proposals for waste refuse services at City-owned or leased properties. The City sent proposals to two refuse haulers. Dick's Sanitation Inc. was the sole provider to submit a quote for services. Based on their proposal and continued satisfactory performance, staff recommends extending service with Dick's Sanitation Inc. for the 2026 and 2027 service periods. This contract represents about a 5% increase from the previous contract.

Supporting Information

1. Agreement Dick's Sanitation 2026-2027

Financial Impact: \$34,667.37 per year Budgeted: Yes Source: General Fund Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Tom Breeggemann Facility Supervisor
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AGREEMENT

AGREEMENT made this 15th day of December 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **DICK'S SANITATION SERVICE, INC.**, a Minnesota corporation ("Contractor").

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

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

- A. This Agreement;
- B. City of Lakeville Request for Quotes Municipal Solid Waste, Recyclable Material, and Organic Waste Collection 2026-2027;
- C. Contractor's Proposal dated December 8th, 2025, with attached Exhibits ("Proposal")
- D. Addendum 1

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

2. SCOPE OF SERVICES. The Contractor shall provide the services, and perform the work set forth in the Contract Documents. The Contractor agrees to provide waste refusal at various city properties as identified in the Contract Documents (the "Work"). Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary to complete the Work in accordance with the Contract Documents.

3. COMPENSATION. The City will pay the Contractor for the services provided in the contract documents and not to exceed thirty- four thousand, six hundred and sixty-six dollars and thirty-seven cents, (\$34,666.37) in inclusive of reimbursement, taxes and other charges. City payments will be made within forty-five (45) of receiving an invoice for work performed.

4. COMPLETION DATE. The Work must be completed based on schedule provided according to Contractors Proposal.

5. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by the Contract Documents, and the rights and remedies available there under 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.

6. CONDITION/INSPECTION/REMEDY.

- A. Services shall be subject to inspection by the City.
- B. Defective work shall be removed and replaced, or satisfactorily repaired.

7. 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 compensation shall be based upon the prices identified in the fee schedule provided in the Contractor's Proposal or negotiated between the parties based on similar work provided in the Proposal.

8. 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 Time.

9. 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.

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

11. 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.

12. CONTRACTOR'S REPRESENTATIONS.

- A. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 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 does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

E. Subcontracts:

(1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.

(2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.

(3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.

(4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

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 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 shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The Contractor's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement.

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

- (i) Taken out by the Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota,
- (ii) 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.
- (iii) Shall name Contractor as an insured party and City as an additional insured with respect to General Liability, Auto Liability, and umbrella policies on a primary and non-contributory basis,
- (iv) Shall be in accordance with specifications approved by the insurance advisory for City, and
- (v) Shall be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the City. Certificates of Insurance that do not meet these requirements will not be accepted.

Certificates of Insurance shall include the policy endorsements showing the City named as additional insured on a primary and non-contributory basis.

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. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services.

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. If either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for 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.

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

Dated: December 15th , 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Heiller, Mayor

AND: _____
Ann Olofsky, City Clerk

Dated: December 15th , 2025

DICK’S SANITATION SERVICES, INC.

BY: Megan Thomson
Its Account Manager

**Request for Quote Municipal Solid Waste and Recycling
Collection**

Prepared for:

City of Lakeville

Tom Breeggemann

Facility Maintenance Supervisor

20195 Holyoke Ave

Lakeville, MN 55044

Prepared by:

Dick's Sanitation Service, Inc.

Submitted December 8, 2025



City of Lakeville
Positioned to Thrive

Quote Form

The undersigned has reviewed the attached specifications and all information provided for municipal solid waste and recyclable material collection at parks and public building sites for the City of Lakeville for the two-year period of January 1, 2026 through December 31, 2027. We hereby submit the following quote, with an additional optional two-year extension available at the City's discretion.

Municipal Solid Waste, Recyclable Materials, Organic Waste Disposal :

Park Sites Total (as noted in Exhibit A)	<u>7127.69</u>
Public Building Sites Total (as Noted in Exhibit B)	<u>27538.68</u>
Grand Total	<u>34666.37</u>
% Increase YOY	<u>0</u>

Please indicate the name, location, and processing method of the waste processing facility where the municipal solid waste will be disposed:

<u>HERC</u>	<u>MINNEAPOLIS</u>	<u>WASTE TO ENERGY</u>
Facility Name	Location	Method

Please Indicate the name, location, and processing method of the waste processing facility organic waste will be disposed:

<u>SMSC & SET</u>	<u>PRIOR LAKE & EMPIRE</u>	<u>COMPOSTING</u>
Facility Name	Location	Method

Proposal Information

<u>DICK'S SANITATION SERVICE, INC</u>	<u>MEGAN THOMSON</u>
Company Name	Representative Name

<u>8984 215th St W Lakeville, MN 55044</u>	<u>ACCOUNT MANAGER</u>
Company Address	Representative Title
<u>612-357-8363</u>	<u>[Signature]</u>
Company Phone	Representative Signature

12/18/25
Date

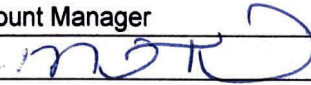
Please return completed Quote Form, and Worksheets to Tom Breeggemann, Facility Supervisor, City of Lakeville Tbreeggemann@lakevillemn.gov



City of Lakeville
Positioned to Thrive

ADDENDUM ACKNOWLEDGMENT

The undersigned acknowledges receipt of **Addendum 1** and understands that the information and corrections contained within this addendum are hereby incorporated into the quote submission for the **City of Lakeville – Municipal Solid Waste and Recycling Collection RFQ**.

Vendor Name: Dick's Sanitation Service, Inc.
Authorized Representative: Megan Thomson
Title: Account Manager
Signature: 
Date: 12/8/2025
Phone: 612-357-8363
Email: mthomson@dickssanitation.com



City of Lakeville
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Exhibit A

City of Lakeville
Municipal Solid Waste and Recyclable Material
Collection Specifications

Park Sites				Price/Month	Price/ Year
Arnson Park 8250 202nd Street	Seasonal Dumpster	1-6 YD	1 pick up a week April- October	88.58	620.06
	One Sort Recycling	1-4 YD	1 pick up a week April- October	68.79	481.53
King Athletic Complex 18350 Dodd Blvd	Seasonal Dumpster	1-6 YD	1 pick up a week April- August	88.58	620.06
	One Sort Recycling	1-4 YD	1 pick up a week April- August	68.79	68.79
Central Maint. Facility 7570 179th Street W	Broyhill Recycling	1-10 YD Front Load	Thursday Pickup Weekly May- September	83.52	417.60
		1-10 YD Front Load	M,W,F Pickup weekly ≤7x May- September	381.77	1908.85
	Broyhill Dumpster	1-10 YD Front Load	Thursday Pickup Monthly Oct.- April	50.00	350.00
	Broyhill Recycling	1-10 YD Front Load	M, F pickup weekly ≤ 2x Oct.-April	297.88	2085.16
	Broyhill Dumpster	1-10 YD Front Load			
Ritter Farm Dog Park 19440 Ritter Trail	Annual Cart	2-90 Gal	1 Pickup Weekly	47.97	575.64
All Rates Include Tax and Fees				Total	7127.69
				% Increase YOY	0
Extra Pick Ups if Necessary				4-Yard	35.10
				6-Yard	46.80
				10- Yard	58.50



City of Lakeville
Positioned to Thrive

Exhibit B

City of Lakeville
Municipal Solid Waste and Recyclable Material
Collection Specifications

Public Buildings

**Central Maintenance
Facility**

7570 179th Street W

				Price/ Month	Price/ Year
Annual Dumpster	1-4yd	Weekly		68.8	825.60
One Sort Recycling	1-4yd	Bi-Weekly		33.37	400.44
Organics Recycling	1-90gal	Weekly		36.19	434.28

Annual Dumpster				600.00	\$485.55
1-30yd Roll Off	On Call Basis	Annual Container Cost			Pick Up Cost
Scrap Metal				600.00	
Dumpster 1-30yd Roll	On Call Basis	Annual Container Cost			Pickup cost <u>Market Value</u>

30yd annual dumpster includes up to 4 tons, any tonnage over 4 billed at \$70.00/per ton

Performing Arts Center ***30yd scrap metal \$250.00/per haul disposal/rebate varies upon market value***

Center

20965 Holyoke Ave

Annual Dumpster	1-2yd	Weekly	67.26	807.12
One Sort Recycling	1- 2yd	Bi-Weekly	27.03	324.36

Fine Arts Building

20950 W Howland Ave

Annual Dumpster	1-2yd	Weekly	67.26	807.12
One Sort Recycling	1-2yd	Bi-Weekly	27.03	324.36

Water Treatment

Facility

18400 Ipava Ave

Annual Dumpster	1-3yd	Weekly	79.77	957.24
One Sort Recycling	1-2yd	Bi-Weekly	27.03	324.36
Organics Recycling	1-90gal	Weekly	36.19	434.28

Bulk Organics Recycling	2-4yd	2x a Week	361.18	4334.16
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Public Buildings (Continued)

				Price/ Month	Price/ Year
City Hall 20195 Holyoke Ave	Annual Dumpster	1-3yd	Weekly	79.77	957.24
	One Sort Recycling	1-2yd	Weekly	27.03	324.36
	Organics Recycling	1-90gal	Weekly	36.19	434.28

Heritage Center 20110 Holyoke Ave	Annual Dumpster	1-3yd	Weekly	79.77	957.24
	One Sort Recycling	2-90gal	Bi-Weekly	12.53	150.36
	Organics Recycling	1-90gal	Weekly	36.19	434.28

Police Station 9237 183rd Street	Annual Dumpster	1-3yd	Weekly	79.77	957.24
	One Sort Recycling	1-2yd	Weekly	27.03	324.36
	Organics Recycling	1-90gal	Weekly	36.19	434.28

Lakeville Liquors Heritage 20164 Heritage Drive	Annual Dupster	1-2yd	Weekly	65.31	783.72
	One Sort Recycling	1-90gal	Monthly	27.04	324.48
	36" Cardboard	1-2yd	2x a Week	91.11	1093.32

Lakeville Liquors Galaxie 16000 Galaxie Ave	Annual Dumpster	1-3yd	Weekly	65.31	783.72
	One Sort Recycling	1-8yd	Weekly	60.74	728.88
	Organics Recycling	1-90gal	Weekly	36.19	434.28

Lakeville Liquors Keokuk 20880 Keokuk Ave	Annual Dumpster	1-3yd	Weekly	79.77	957.24
	One Sort Recycling	1-8yd	2x a Week	138.00	1656.00
	Organics Recycling	1-90gal	Weekly	36.19	434.28

Fire Station #1 20190 Holyoke Ave	Annual Cart	1-2yd	Weekly	65.31	783.72
	One Sort Recycling	1-90gal	Bi-Weekly	14.23	170.76
	Organics Recycling	1-90gal	Weekly	36.19	434.28

Fire Station #2 16720 Dodd Boulevard	Annual Cart	1-90gal	Weekly	37.00	444.00
	One Sort Recycling	1-90gal	Bi-Weekly	14.23	170.76

Public Buildings (Continued)

Fire Station #3

10775 175th Street

				Price/ Month	Price/ Year
Annual Cart	1-90gal	Weekly		37.00	444.00
One Sort Recycling	1-90gal	Bi-Weekly		14.23	170.76

Fire Station #4

9465 185th Street

Annual Dumpster	1-2yd	Weekly	65.31	783.72
One Sort Recycling	1-90gal	Bi-Weekly	14.23	170.76
Organics Recycling	1-90gal	Weekly	36.19	434.28

FIRST Center

7777 214th Street

Annual Dumpster	1-2yd	Weekly	65.31	783.72
One Sort Recycling	1-2yd	Bi-Weekly	14.23	170.76
Organics Recycling	1-90gal	Weekly	36.19	434.28

All Prices Include Taxes and Fees Total 27538.68

% Increase YOY 0

Extra Dump Price	90 gal	<u>17.55</u>
	2 yd	<u>23.40</u>
	3 yd	<u>29.25</u>
	8 yd	<u>76.05</u>

Addendum 1

Dick's Sanitation Service, Inc. ("Contractor") offers the following items to be incorporated in a contract and as exceptions to the Request for Quotes ("RFQ") issued by The City of Lakeville (the "City") for Municipal Solid Waste, Recycle Material, and Organic Waste Collection. These items are intended to identify areas of concern and remain negotiable. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFQ.

EXCEPTIONS TO RFQ

- In addition to the terms set forth in the RFQ, Contractor seeks inclusion of the following provisions in the contract between the City and Contractor:
 1. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.
 2. The City must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If the City fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.
 - 3 Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.

- 4 Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the City (excluding normal wear and tear), the City will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
- 5 Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the City shall have care, custody and control of the equipment while at the service locations. The City shall use the equipment only for its proper and intended purpose. The City shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. The City shall pay additional charges each time that a container is overloaded (by weight or volume). The City must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.
6. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemics, pandemics, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.



Date: 12/15/2025

CDBG Subrecipient Agreement with DARTS for LOOP Senior Bus Service, Senior Outdoor Chores and Minor Home Repairs

Proposed Action

Staff recommends adoption of the following motion: Authorize the City Administrator to sign a CDBG Subrecipient Agreement with DARTS to provide LOOP Senior Bus Service and Senior Outdoor Chores and Minor Home Repairs from January 1, 2026 through December 31, 2026.

Overview

The City of Lakeville receives federal Community Development Block Grant (CDBG) funding administered through the Dakota County Community Development Agency on an annual basis. The City of Lakeville is currently supporting the Envision Lakeville community value “A Home for All Ages and Stages of Life” by contracting with DARTS to provide support and assistance through the LOOP senior circulator bus service (LOOP), outdoor chores and minor home repairs for Lakeville seniors.

The LOOP runs in Lakeville on Thursdays from 9 a.m. until 2 p.m. The cost of providing service one day a week is \$35,000 for the year. The LOOP provides flex stops from senior living facilities and manufactured home parks to a variety of drop-off locations including grocery stores, other retail, pharmacies and restaurants. The cost to riders is \$3 per day and riders can ride all day. No riders are turned away for inability to pay.

The Senior Outdoor Chores and Minor Home Repairs program provides assistance to seniors that supports their desire to age in place. Services include lawn care, snow removal, installation of grab bars, build or reinforce railings, checking smoke detectors and more. The funding level for this program is recommended to be up to \$10,000 for the year.

City staff recommends designating up to \$45,000 in CDBG funds for these DARTS programs. In return, DARTS agrees to verify that each senior being helped is a Lakeville resident and is at least 62 years of age or meets HUD income guidelines.

Supporting Information

1. Lakeville-DARTS Subrecipient Agreement 2026
2. Exhibit A_Lakeville-DARTS Agreement
3. Exhibit B_LOOP schedule and application
4. Exhibit C_Criteria for National Objectives
5. Exhibit D_Subpart K—Other Program Requirements
6. Exhibit E_FY25 Federal Award Agreement
7. Exhibit F_Program Income Reuse Policy

8. Exhibit G_CDBG Contingency Plan Timeliness of Expenditures
9. Exhibit H_Dakota County CDBG Request for Reimbursement Form
10. Exhibit I_2025 Dakota County HOME and CDBG Income Limits
11. Exhibit J_2025 Self Certification_updated Sept 2025

Financial Impact: \$45,000 Budgeted: Yes Source: CDBG Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Kati Bachmayer, Economic Development Manager

SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF LAKEVILLE AND DARTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED PROGRAMS

THIS AGREEMENT entered into this 15th day of December, 2025 by and between the City of Lakeville (herein called the “Grantee”) and DARTS (herein called the “Subrecipient”), which pertains to a time period that begins and ends as identified in Section I of this Agreement based on the Fiscal Year 2025-26 Federal Award Agreement approved by the U.S. Department of Housing and Urban Development (“HUD”), which identifies July 1 as the date use of funds may begin; and

WHEREAS, the Grantee receives funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, through Dakota County as an Urban Entitlement County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Grantee and Subrecipient agree as follows:

- I. **TIME OF PERFORMANCE**. Services of the Subrecipient shall start on the first day of January 2026 and end on the last day of December 2026. This Agreement and the provisions herein remains in effect until it is replaced by a subsequent Subrecipient Agreement.
- II. **SCOPE OF SERVICES**. The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
 - A. **Activities**. The Subrecipient will be responsible for the administration of Activities identified in Exhibits A, in a manner satisfactory to the Grantee and consistent with any required standards. Exhibits A may be amended each Fiscal Year, if the Activities receive additional funding in subsequent fiscal years, in accordance to the Activities approved for and undertaken by the Subrecipient, including ongoing Activities from previous fiscal years.
 - i. **Prohibited Activities**. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; lobbying; political patronage; and nepotism activities.
 - ii. **Religious Activities**. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j)(2), such as worship, religious instruction, or proselytization.

Faith-based organizations are eligible, on the same basis as any other organization to participate in CDBG programs and activities in accordance with 24 CFR 5.109(b) and 24 CFR 570.200(j)(1) provided that the organizations do not engage in any inherently religious activities as part of the programs or services supported by CDBG funds.

- B. National Objectives. The Subrecipient will provide documentation to certify that the Activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national objectives, including: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums and blight; and (3) meet community development needs having a particular urgency. As required in 24 CFR Part 570.200(a)(2) and as defined in [24 CFR Part 570.208](#) (Exhibit E).
- C. Use of Funds. The Activities identified in Exhibit A can begin to incur costs no sooner than January 1 of each year.

III. **FEDERAL COMPLIANCE.** The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570, concerning CDBG including Subpart of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described at § 570.604; and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal regulations and policies enumerated below as they apply to the performance of this Agreement.

- A. Citizen Participation. Comply with all HUD citizen participation requirements under the Dakota County HOME Consortium Citizen Participation Plan (CPP) and conformance with 24 CFR 91.105. The CPP can be found on the Dakota County CDA website at www.dakotacda.org.
- B. Environmental Conditions. Ensure program compliance with the following federal regulations.
 - i. Air and Water.
 - a. Clean Air Act, 42 U.S.C, 7401, et seq.;
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 - ii. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified

by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

- iii. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
 - iv. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are 50 years old or older, or that are included on a Federal, state, or local historic property list.
- C. Environmental Review. The Grantee shall insure that all Activities comply with environmental review requirements, unless otherwise stated herein. This would include the Grantee's completion of a study and assessment of each Activity in conformance with the National Environmental Policy Act of 1967. The Subrecipient shall furnish the Grantee a copy of any updated environmental report.
- D. Acquisition and Relocation. The Subrecipient agrees to comply with all aspects of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

- E. Labor Standards. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7.

The Subrecipient is required to insert in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph. The Grantee will be the contact for all contracts subject to such regulations and oversee the implementation of the hour and wage requirements of this part. The Grantee will maintain the documentation that demonstrates compliance.

- F. Affirmatively Furthering Fair Housing. In accordance with the Fair Housing Act (42 U.S.C. 3601-3620), the subrecipient will administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act.
- G. Build America, Buy America Act. The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notice, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject by HUD on or after listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- H. Equal Opportunity Compliance. The Subrecipient shall maintain compliance with the provisions of Section 3 of the HUD Act of 1968, as amended; Women and Minority Owned Businesses requirements; Federal Equal Employment Opportunity Act, Executive Orders and Civil Rights Act of 1964 as specified in 24 CFR 135.20.
- i. "Section 3" Clause. The Subrecipient agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. To the greatest extent

feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs, specifically YouthBuild.

Award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. To the greatest extent feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs, specifically YouthBuild.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u and 24 CFR Part 75). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

- ii. Women and Minority Owned businesses (W/MBE). The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- iii. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an

Equal Opportunity or Affirmative Action employer.

- iv. All other Federal Acts or Regulations and requirements of HUD, including but not limited to Executive Order 11246 prohibiting discrimination in employment contracts, and directing government contracts to establish and maintain affirmative action.
- I. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
 - i. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds;
 - ii. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved;
 - iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
- J. Compliance with Common Rule and Uniform Administrative Requirements. The Subrecipient shall comply with all applicable requirements at 24 CFR 570.502 and 2 CFR 200.
- K. Unique Entity Identifier Number Registration and Certification of Non-Debarment. The Subrecipient must have a valid Unique Entity Identifier number and be registered on the Systems for Awards Management website (SAM.gov). The Subrecipient shall maintain its UEI registration for the entire term of this Agreement. The Subrecipient must provide certification regarding debarment, suspension, ineligibility and voluntary exclusion for all covered transactions as listed in Exhibit A. By signing this Agreement, the Subrecipient certifies that it has procedures in place consistent with regulations implementing 2 CFR, Part 2424 and has provided such certification.

IV. ADMINISTRATIVE REQUIREMENTS

- A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not

be limited to:

- i. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- ii. Records required to determine the eligibility of activities;
- iii. Records of all program claims and disbursements. The Subrecipient shall prepare a Request for Reimbursement Form (Exhibit D) listing all claims certified and paid by the Subrecipient for Activities and submit this Form to the Grantee
- iv. Ensure compliance with 3-day rule requirements once funds are received by the Subrecipient from the Grantee.
- v. Provide the Grantee with information necessary to submit reports as outlined in 24 CFR 570.507.
- vi. Submit to the Grantee quarterly progress reports of any outstanding Activities. The status report shall be submitted to the Grantee by or before the 30th of October, January, April, and July.

- B. Record Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to Agreement a period of four (4) years from the date of submission of the final expenditure report or four (4) years after the grant is closed, whichever is longer. Such records shall be made available for audit or inspection at any time upon request of the Grantee or its authorized representative.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues.

- i. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.
 - ii. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited. Unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- C. Program Income. The Subrecipient shall report all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds. The Subrecipient shall return all program income immediately to the Grantee except for revolving accounts approved by the Grantee. Program income will be disbursed according to the Program Income Policy attached as Exhibit E.
- D. Reversion of Assets. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds under this Agreement at the time of expiration, cancellation, or termination. Any real property under the Subrecipient's control that was acquired or improved in

whole or in part with CDBG funds in excess of \$25,000 shall be:

- i. Used to meet one of the national objectives in 24 CFR Part 570.208 (Exhibit B) until five (5) years after the expiration of this Subrecipient agreement; or
- ii. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
- iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

E. Audit. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

- i. The Subrecipient shall make available an audit or, upon prior approval by the Grantee, a copy of their financial statements for the fiscal years the grant is in effect. Audits must be performed by a Certified Public Accountant in accordance with generally accepted auditing principles and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200.

V. **ADMINISTRATION COSTS.** In consideration of the prompt and efficient carrying out of the requirements of this Agreement and 24 CFR Part 570, Subpart J, the Subrecipient may request that the Grantee reimburse the Subrecipient based on general administration budgets identified in Section VI. Such administration costs shall come solely from CDBG sources. Accurate records of administrative costs shall be kept by the Subrecipient, and billing shall be made at such times as are convenient to implement the Grantee's requisition for funds from HUD and no less frequently than quarterly. For the purposes of this Agreement, general administration costs are defined as follows:

- A. Salary costs actually incurred by the Subrecipient for time expended by its employees on all phases of the activity/project.
 - i. Accrual costs such as flex leave/vacation or a severance pool are disallowed.
- B. Mileage, supplies and publication costs.
- C. Proportionate share of allowable overhead expenses figured on time expended

basis.

- D. Costs incurred through attendance at applicable development conferences within the term of this Agreement, including registration fees and travel expenses. Conference attendance shall be for the purpose of gaining additional information on CDBG regulations and/or program activity implementation.

VI. BUDGET. This Agreement replaces all previous Subrecipient Agreements and is applicable to prior fiscal year(s) Activities which are not yet completed and to new Activities programmed for CDBG Grant Fiscal Year 2025-2026 as outlined in Exhibit A.

VII. OBLIGATIONS AND RESPONSIBILITIES. The Subrecipient agrees to assume and carry out the Grantee's obligations and responsibilities under:

- A. The Cooperation Agreements entered into between Dakota County and the Subrecipient concerning the Dakota County CDBG Program; and
- B. The Supplemental Agreements to the aforementioned Cooperation Agreements entered into between Dakota County and the Subrecipient.
- C. A Subrecipient's failure to comply with any provision of this Agreement may lead to corrective actions by the Grantee. The Grantee shall provide the Subrecipient with written notice of the Subrecipient's failure to comply with certain provisions. The Subrecipient will have fifteen (15) days upon receipt of the notice to respond in writing as to the corrective action that will be taken. Failure to respond to the notice and/or to implement the proposed corrective action(s) to the Grantee's sole and full satisfaction will cause the Grantee to take remedial action, including, but not limited to the following:
 - i. Reimbursement requests will not be processed by the Grantee;
 - ii. CDBG funds will be recaptured from the Subrecipient that have already been expended or obligated; and/or
 - iii. The Grantee will terminate this Agreement.
- D. The Grantee has the right to require the Subrecipient to repay CDBG funds if any of the following conditions occur:
 - i. HUD requires payback for any reason;
 - ii. The Grantee has not been informed of a service or program change by the Subrecipient and has expended funds for such purposes;
 - iii. The Grantee has decided that a cost was disallowed or unauthorized after the Subrecipient obligated such cost; or
 - iv. The Subrecipient receives funds, rebates or interest on CDBG reimbursed expenses, and it has not forwarded these funds to the Grantee.

VIII. PERFORMANCE MONITORING. The Grantee will monitor the progress and performance of the Subrecipient by timely expenditure of allocations and by conformance with CDBG program regulations. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

- A. Timeliness. HUD requires that sixty (60) days prior to the end of the Grantee's program year, the amount of non-disbursed CDBG funds be no more than 1.5 times the entitlement grant for its current program year. The Subrecipient will be held to the same timeliness test and is expected to have no more than 1.5 times the allocation as of May 2nd each year.
- B. Grant-Based Accounting. As of the 2015 Fiscal Year, HUD has implemented grant-based accounting for the CDBG program. The Subrecipient must expend grant allocations within four (4) years. The expenditure deadline can be found on Exhibit A.
- C. Reallocation & Recapture. Reallocation of funds, if necessary to meet the 1.5 spenddown ratio requirement, will be done according to the CDBG Contingency Plan attached in Exhibit F.

The Grantee has the right to recapture unexpended or unobligated funds that are older than four (4) years prior to the current Fiscal Year. Recaptured CDBG funds will be added to an approved Countywide CDBG Activity or a competitive pool.

- D. Quarterly Reporting. The Subrecipient shall provide quarterly reporting to the Grantee by the 30th day of October, January, April, and July. Reporting shall include all outstanding Activities as listed on Exhibit A.
- E. Onsite Monitoring. The Grantee may perform onsite monitoring of the Subrecipient to assure compliance. Results of monitoring efforts shall be summarized in written reports and document follow-up actions to be taken to correct areas of noncompliance.

IX. GENERAL CONDITIONS. The following shall apply to the Subrecipient and this Agreement:

- A. Independent Contractor. For the purpose of this Agreement, the Subrecipient shall be deemed an independent contractor, and not an employee of the Grantee. Any and all employees of the Subrecipient or other persons, while engaged in the performance of any work or services required by the Subrecipient under this Agreement, shall not be considered employees of the Grantee; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employee or the Subrecipient shall in no way be the obligation or responsibility of the Grantee.
- B. Hold Harmless. It is further agreed that the Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, demands, actions, judgements or causes of action arising out of any act or omission on the part of the Subrecipient, its agents, servants, or employees in performance of, or with relation to, any of the work or services performed or furnished by the Subrecipient under the terms of the Agreement. It is further agreed that the Subrecipient shall notify the Grantee of any actual or potential claims against

the Grantee that may arise as a consequence of any of the work or services performed or furnished by the Subrecipient under the terms of this Agreement.

- C. Transfer. The Subrecipient shall not assign or transfer any interest in this Agreement, whether by assignment or subcontract, without the prior written consent of the Grantee.
- D. Amendments. Any alteration, variation, modification, or waiver of a provision of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties, with the exception of Administrative Amendments defined as any revision to the original annual budget (Exhibit A). Any request to amend the annual budget, create or cancel an activity, or change the national objective will require written approval by the Subrecipient and may be subject to the Citizen Participation Plan. The Grantee retains the right to make Administrative Amendments without the approval of the Subrecipient for substandard performance of timely expenditure.
- E. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of the Agreement are cumulative and not mutually exclusive.
- F. Liability. Notwithstanding any other provision of this Agreement to the contrary, the Subrecipient shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of this Agreement by the Subrecipient, and the Grantee may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Subrecipient is determined.
- G. Entire Agreement. This Agreement, as well as Exhibits A through F, which are attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
- H. HUD Approval. It is expressly understood between the parties that this Agreement is contingent upon the approval of HUD and its authorization of grant monies to the Grantee for the purpose of this Agreement.
- I. Violation of Law. Should any of the above provisions be subsequently determined by a Court of competent jurisdiction to be in violation of any Federal or State Law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this Agreement shall remain in full force and effect.
- J. Discrimination. The Subrecipient agrees to comply with all Federal, State and local laws and ordinances as they pertain to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard

to public assistance, disability, or age.

- K. Applicable Laws. The Subrecipient further agrees to comply with all Federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Subrecipient performance of the provisions of this Agreement.
- L. State Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.
- M. Suspension and Termination. In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any of the provisions hereof, and the award may be terminated for convenience in accordance with 24 CFR 85.44. Such termination shall occur thirty (30) days after receipt by the Subrecipient of written notice from the Grantee specifying the grounds therefore, unless, prior to such date, the Subrecipient has cured the alleged nonperformance of the provisions of this agreement.
- N. Electronic Signatures. Each party agrees 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

X. CERTIFICATION FOR CONTRACT, GRANTS, LOANS AND COOPERATIVE AGREEMENTS. The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

- D. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this agreement imposed by section 1332, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- XI. **NOTICE.** Written notice to be provided under this Agreement shall be provided as follows:

For the Grantee: Justin Miller, City Administrator
City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044

For the Subrecipient: Mike Lavin, President
DARTS
1645 Marthaler Lane
West St. Paul, MN 55118

IN WITNESS WHEREOF, the Grantee and the Subrecipient have executed this Subrecipient Agreement on the date indicated below.

DARTS
The Subrecipient

City of Lakeville
The Grantee

By: _____
Mike Lavin
Its President

By: _____
Justin Miller
Its City Administrator

Date of Signature: _____

Date of Signature: _____

EXHIBITS

- A. City of Lakeville and DARTS Agreement
- B. LOOP Application and Bus Schedule
- C. Criteria for National Objectives
- D. Subpart K – Other Program Requirements
- E. FY25 Federal Award Agreement
- F. Program Income and Reuse Policy
- G. Contingency Plan/Timeliness of Expenditures
- H. Request for Reimbursement Form
- I. Dakota County 2025 CDBG Income Limits
- J. Dakota County 2025 CDBG Self-Certification Form

EXHIBIT A TO SUBRECIPIENT AGREEMENT

City of Lakeville and DARTS

CDBG funds will be committed to the following Activities after January 1, 2026. Exhibit A will be amended as needed through the term of this Agreement.

CURRENT YEAR ALLOCATION – 2025-26

All funds must be expended by **December 31, 2026**

➤ **Activity 1: Lakeville LOOP**

- Description: The Lakeville LOOP is a fixed-route bus circulator that will run at least one weekday per week, up to 5-hours per day, and serve all senior facilities and manufactured home parks located in Lakeville, the Lakeville Heritage Center, and the Dakota County Heritage Library, either as dedicated or flex stops (areas within one quarter mile of the dedicated-stop route.) The LOOP provides lift assistance and highly trained bus drivers for transporting seniors (62 and older) and people with disabilities. Weekly LOOP service will be provided every Thursday in January through December 2026, with the exception of Thanksgiving Day.

DARTS is STS certified and adheres to standards set by the Federal Motor Carrier Safety Administration. The most up-to-date inspection results are available upon request.

CDBG funds will be used for operational expenses incurred by DARTS including direct staff expenses, and LOOP vehicle expenses such as fuel, insurance, maintenance, and leasing costs. Such costs shall be itemized on a quarterly invoice.

City of Lakeville deliverables. The City will provide a communication contact and free advertising and communication about LOOP service via the City website and social media platforms.

DARTS deliverables. DARTS will provide the bus, qualified drivers and all necessary documentation of bus insurance, driver licenses, and training certification. DARTS will also provide quarterly reporting on ridership (see data collection). DARTS will regularly (not less than twice per year) meet with City of Lakeville staff to discuss measures of success, adjustments to the route, schedule, fares, sponsorships, etc.

- Oversight. The City of Lakeville will advise DARTS on key components of LOOP operations, including the LOOP route and schedule, LOOP fares, and marketing. DARTS reserves the right to cancel service on days in which weather (or other emergencies) makes it unsafe to operate the LOOP. In those instances, DARTS will contact the City of Lakeville and the senior facilities on its designated route via email.

The City of Lakeville, in partnership with DARTS, will define measures of success for the LOOP to include average number of unique rides per day, growth in ridership, and

rider satisfaction based on an annual onboard rider survey.

- **Data collection for federal CDBG reporting:** DARTS will certify that each Lakeville LOOP rider is either 62 years of age or older, a person with disabilities, or meets low to moderate income standards per federal CDBG requirements by using a LOOP Rider Application (see attached). DARTS will maintain original copies of all rider applications per IV.B. (Record Retention), which contain data on the number of seniors (62 and older), people with disabilities, and low to moderate income individuals using the Lakeville LOOP service.

- **Payment:** The City will contribute \$35,000 in Community Development Block Grant funds to the LOOP in 2026. In recognition of sponsoring the Lakeville LOOP, DARTS will include the City's logo on the bus banner (on both sides of the bus), on LOOP schedules and promotional materials. Requests for payment shall include documentation of staff time if expense is to be reimbursed with CDBG funds. The CDBG payroll report must be included in any payment request. The payroll reports must clearly state the rate of pay for each employee and time spent on CDBG-funded activities, and the report shall be signed by the employee and the employee's supervisor.

- **Payment Schedule:** The City of Lakeville will pay DARTS in four quarterly payments, with the first payment occurring after January 1, subject to city review and approval. DARTS will invoice the city for these quarterly payments.

- **LOOP Budget:** DARTS' Annual Operating Budget for the LOOP is \$35,000. If excess sponsorship funds are secured above the operating budget, the City of Lakeville will determine whether to use this surplus to provide additional LOOP service, or to reserve it for operating costs in future years.

A rider fare of \$3.00 per day, all-you-can-ride will be charged. Fare revenue will be used for LOOP marketing and travel training expenses beyond the operating budget, incurred by DARTS.

- **Insurance:** DARTS will maintain federal and state levels of insurance for all drivers/buses used in the Lakeville LOOP service, per Federal Motor Carrier Safety Administration and City of Lakeville standards.

- **Bus Driver Certification:** All LOOP Drivers will have on record at DARTS, proof of an up-to-date medical card, Commercial Driver's License (Class B, with a passenger endorsement), as well as up-to-date STS certification including regular training for Defensive Driving, First Aid, Passenger I and II, and Maltreatment Awareness.

➤ **Activity 2: Outdoor Chores and Minor Home Repairs**

- **Description:** The City of Lakeville will provide project funding to pay for eligible residents (in accordance with CDBG Guidelines-see Exhibits G and H) who are in need of DARTS Outdoor Chores and Home Repairs services. DARTS is a licensed home management agency. All individuals performing Home Repairs and Outdoor

Chores for the residents of Lakeville are background-checked through the Minnesota Bureau of Criminal Apprehension.

DARTS deliverables:

2a. Outdoor Chores

DARTS will provide lawn care, snow removal* and other odd jobs deemed necessary for proper home maintenance to qualifying residents of Lakeville. Excluded odd jobs are those requiring use of a ladder taller than 10 feet.

*Snow removal service is provided based on staffing availability.

2b. Home Repair

DARTS will assist qualifying residents of Lakeville with safety, accessibility and independent living maintenance solutions so they may continue to age in place in the home of their choosing. Excluded projects include any requiring permitting or a licensed plumber or electrician.

- The DARTS communication team is happy to assist, at no charge, with ad content.

City of Lakeville deliverables. The City of Lakeville will provide a communication contact, free advertising and communication about Outdoor Chores and Minor Home Repairs via the city website, social media platforms and Heritage Center newsletters.

- **Data Collection for Federal CDBG Reporting:** DARTS will certify each Lakeville resident who uses these services is either 62 years of age or older, a person with disabilities, or meets low to moderate income standards per federal CDBG requirements. DARTS will also ensure that it provides services only to U.S. citizens or lawful residents of the United States. DARTS will provide CDBG reporting data to the City of Lakeville as noted in the Invoicing section of this document.

- **Schedule:** Ongoing

- **Payment:** The City of Lakeville will contribute up to \$10,000 in Community Development Block Grant funds to the Outdoor Chores and Home Repair Services program activity. CDBG funds will be used for operational expenses incurred by DARTS including direct staff expenses, materials costs, and other direct expenses necessary for the program. Such costs shall be itemized on a quarterly invoice.

- **Invoicing:** DARTS will provide quarterly invoicing for chores and repairs services. Invoice amounts will vary, as they will reflect actual work performed not a flat quarterly fee. Refer to “DARTS Outdoor Chores and Home Repair Services” chart for fee structure. Invoices will be sent to the City of Lakeville by the 15th day of the month following quarter end.

The City of Lakeville will pay DARTS in quarterly payments, with the first payment occurring after January 1, subject to city review and approval. Payment terms are 30 days after invoice date.

- **Data collection for federal CDBG reporting:** DARTS will provide a quarterly report using the standard Dakota County CDBG Reporting Form, itemized by program, client first name and last initial, service performed, rate per hour or job, and any project materials.
- **Insurance:** DARTS will provide the City of Lakeville with a certificate of insurance and will amend the policy if deemed necessary by DARTS staff. Further documentation will be provided upon request.
- **Fee Structure:** See chart.

DARTS Outdoor Chore and Home Repair Services			
Outdoor Chore Services:	Odd Jobs--\$70 per hour	Lawn Mowing & Snow Removal--\$40 per hour	Spring & Fall Cleanup \$50-125 dependent on size of yard and client income (relative to CDBG guidelines)
** Gutters and window washing available for single story homes or reachable with 10 foot ladder.	Weed whack, trim or prune bushes, lay mulch, till garden, edge driveway or sidewalk, sweep/power wash garage. **Clean gutters, wash outside windows	DARTS provides lawn mower or snow blower if needed	Client supplies lawn cleanup bags and is responsible for bag disposal.
Home Repair Services:	Safety:	Accessibility:	Independence:
\$80 per person-hour** **Additional cost if client is unable to provide materials necessary to complete project. \$30 trip/travel charge may apply	Install grab bars, high rise toilet, shower seat, non-slip stair treads, motion activated night lights	Install lever door handles, hand-held showerhead, low or no threshold doorways	Install weather stripping on doors and 3M-type insulation plastic on windows
	Build/reinforce railings	Install or repair shelving units	Remove or install storm windows
	Create stair contrast	Assess home for brighter lighting options	Hang pictures, mirrors, art, drapery or blinds
	Tighten furniture screws/bolts	Replace doorbell	Fix toilet
	Change door locks	Build or install platform for washer/dryer combo	Replace exhaust or ceiling fan
	Check smoke & CO2 detectors	Repair or replace deck boards	Repair or replace faucets
			Caulk around shower or tub
			Install wall-mount TV
			Wash windows and walls
			Minor painting or staining
			Power wash

DARTS LOOP LAKEVILLE

Thursdays 9am - 2pm | \$3 per day

One Stop, Many Options

Many stops have multiple businesses within a walkable block

On-Demand Stops

Need a special stop?
Ask your driver or call
651-234-2290 for a stop within
a few blocks of the route



Sponsored by:





Tell the driver where you'd like to go!

Commonly requested stops: Allina Clinic, Cub,
Dollar Tree, Heritage Center, Hy-Vee,
HomeGoods/Marshalls, Lakeville Clinic/Rehab
Services, Target, Walmart.

**Thursdays
9am - 2pm**

For more
information,
call DARTS at
651-455-1560

Location	LOOP 1	LOOP 2	LOOP 3	LOOP 4
Crossroads Commons 17725 Glasgow Ave	9:00	10:00	11:00	12:00
Highview Hills 20150 Highview Ave	9:10	10:10	11:10	12:10
Main Street Manor 8725 209th St	9:15	10:15	11:15	12:15
Fairfield Terrace 20720 Holt Ave	9:19	10:19	11:19	12:19
Winsor Plaza 20827 Howland Ave	9:23	10:23	11:23	12:23

**F
A
Q
S**

**Do I need to reserve
a ride on the LOOP?**

No. Simply plan your trip off the schedule above and hop on the bus, or call DARTS to pick you up at home!

**Can I use the LOOP if I use
a scooter, wheelchair,
walker or cane?**

Yes. The driver will help you load your mobility device and assist you as needed. Anyone can request to use the lift.

**What if the place I want
to go to isn't listed on
the schedule?**

As long as the stop is within a few blocks of a scheduled stop, the driver can take you there and pick you up on the next LOOP.

**What if I don't live at
one of the residential
stops?**

If you live within a few blocks of the route, call dispatch at 651-234-2290 to request a special pick-up at your home.



LAKEVILLE LOOP APPLICATION

Thank you for your interest in the Lakeville LOOP!

The LOOP is for seniors age 62 or older and provides transportation to Lakeville amenities like retail and groceries at a reasonable cost - \$3 per day.

All riders are asked to complete this form to verify eligibility. Once verified, you will receive a Lakeville LOOP Rider Card that can be shown to the bus driver during boarding at any of the Lakeville LOOP stop locations. Completing this form is a one-time-only federal funding requirement.

Information about schedule and stops is available in the bus, at the Lakeville Heritage Center or online at www.LakevilleHeritageCenter.com.

Please return completed application to your DARTS bus driver or:

Lakeville Heritage Center
20110 Holyoke Ave
Lakeville, MN 55044





Lakeville LOOP Senior Transportation Program Application

Applicants wishing to ride the Lakeville LOOP bus must be 62 years of age and older, or qualify based on income or disability.

Please note: DARTS operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. All application and financial information provided is considered private data and is subject to privacy of information provisions, pursuant to State Statute.

Please Complete all Information. We reserve the right to verify all information contained on this form:

Today's Date: _____

Applicant's Name: _____ Age: _____

Address: _____

City, State ZIP: _____

Preferred Phone: _____ Email: _____

Demographic Information (circle appropriate information)

Living Arrangements:	Alone	With Spouse/Partner	With Family
Approximate Monthly Income:	\$ _____	Number in Household: _____	
Race:	American Indian or Alaska Native	Asian or Asian American	Black or African American
	Native Hawaiian or Pacific Islander	White	Other
Ethnicity:	Hispanic	Non-Hispanic	
Does your family have a FEMALE HEAD OF HOUSEHOLD?		Yes	No

Are you a citizen of the United States and/or lawfully within the United States? ☐ Yes ☐ No

Acknowledgement of Correct Information:

I acknowledge that the information contained on this application is accurate and correct. I hereby give permission to the Lakeville Parks and Recreation Department to verify this information. I understand that if any information on this application form is found to be incorrect, my privileges of applying for LOOP transportation services could be revoked. I understand that this self-certification may be subject to further verification by the agency providing services, the City, the Dakota County CDA, or the U.S. Department of Housing & Urban Development. I, therefore, authorize such verification, and I will provide supporting documents, if necessary. If information given is found to be incorrect, the LOOP rider card may be revoked. **WARNING:** Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the U.S. Government.

Signature of Applicant: _____ Date: _____

EXHIBIT C TO SUBRECIPIENT AGREEMENT

§570.208 Criteria for national objectives.

The following criteria shall be used to determine whether a CDBG-assisted activity complies with one or more of the national objectives as required under §570.200(a)(2):

(a) Activities benefiting low- and moderate-income persons. Activities meeting the criteria in paragraph (a) (1), (2), (3), or (4) of this section as applicable, will be considered to benefit low and moderate-income persons unless there is substantial evidence to the contrary. In assessing any such evidence, the full range of direct effects of the assisted activity will be considered. (The recipient shall appropriately ensure that activities that meet these criteria do not benefit moderate income persons to the exclusion of low income persons.)

(1) Area benefit activities. (i) An activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate-income persons. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion.

(ii) For metropolitan cities and urban counties, an activity that would otherwise qualify under §570.208(a)(1)(i), except that the area served contains less than 51 percent low- and moderate-income residents, will also be considered to meet the objective of benefiting low- and moderate-income persons where the proportion of such persons in the area is within the highest quartile of all areas in the recipient's jurisdiction in terms of the degree of concentration of such persons. This exception is inapplicable to non-entitlement CDBG grants in Hawaii. In applying this exception, HUD will determine the lowest proportion a recipient may use to qualify an area for this purpose, as follows:

(A) All census block groups in the recipient's jurisdiction shall be rank ordered from the block group of highest proportion of low and moderate-income persons to the block group with the lowest. For urban counties, the rank ordering shall cover the entire area constituting the urban county and shall not be done separately for each participating unit of general local government.

(B) In any case where the total number of a recipient's block groups does not divide evenly by four, the block group which would be fractionally divided between the highest and second quartiles shall be considered to be part of the highest quartile.

(C) The proportion of low and moderate-income persons in the last census block group in the highest quartile shall be identified. Any service area located within the recipient's jurisdiction and having a proportion of low and moderate-income persons at or above this level shall be considered to be within the highest quartile.

(D) If block group data are not available for the entire jurisdiction, other data acceptable to the Secretary may be used in the above calculations.

(iii) An activity to develop, establish, and operate for up to two years after the establishment of, a uniform emergency telephone number system serving an area having less than the percentage of low- and moderate-income residents required under paragraph (a)(1)(i) of this section or (as

applicable) paragraph (a)(1)(ii) of this section, provided the recipient obtains prior HUD approval. To obtain such approval, the recipient must:

(A) Demonstrate that the system will contribute significantly to the safety of the residents of the area. The request for approval must include a list of the emergency services that will participate in the emergency telephone number system;

(B) Submit information that serves as a basis for HUD to determine whether at least 51 percent of the use of the system will be by low- and moderate-income persons. As available, the recipient must provide information that identifies the total number of calls actually received over the preceding 12-month period for each of the emergency services to be covered by the emergency telephone number system and relates those calls to the geographic segment (expressed as nearly as possible in terms of census tracts, block numbering areas, block groups, or combinations thereof that are contained within the segment) of the service area from which the calls were generated. In analyzing this data to meet the requirements of this section, HUD will assume that the distribution of income among the callers generally reflects the income characteristics of the general population residing in the same geographic area where the callers reside. If HUD can conclude that the users have primarily consisted of low- and moderate- income persons, no further submission is needed by the recipient. If a recipient plans to make other submissions for this purpose, it may request that HUD review its planned methodology before expending the effort to acquire the information it expects to use to make its case;

(C) Demonstrate that other Federal funds received by the recipient are insufficient or unavailable for a uniform emergency telephone number system. For this purpose, the recipient must submit a statement explaining whether the lack of funds is due to the insufficiency of the amount of the available funds, restrictions on the use of such funds, or the prior commitment of funds by the recipient for other purposes; and

(D) Demonstrate that the percentage of the total costs of the system paid for by CDBG funds does not exceed the percentage of low- and moderate-income persons in the service area of the system. For this purpose, the recipient must include a description of the boundaries of the service area of the emergency telephone number system, the census divisions that fall within the boundaries of the service area (census tracts or block numbering areas), the total number of persons and the total number of low- and moderate-income persons within each census division, the percentage of low- and moderate-income persons within the service area, and the total cost of the system.

(iv) An activity for which the assistance to a public improvement that provides benefits to all the residents of an area is limited to paying special assessments (as defined in §570.200(c)) levied against residential properties owned and occupied by persons of low and moderate income.

(v) For purposes of determining qualification under this criterion, activities of the same type that serve different areas will be considered separately on the basis of their individual service area.

(vi) In determining whether there is a sufficiently large percentage of low- and moderate-income persons residing in the area served by an activity to qualify under paragraph (a)(1) (i), (ii), or (vii) of this section, the most recently available decennial census information must be used to the fullest extent feasible, together with the Section 8 income limits that would have applied at the time the income information was collected by the Census Bureau. Recipients that believe that the census data does not reflect current relative income levels in an area, or where census boundaries

do not coincide sufficiently well with the service area of an activity, may conduct (or have conducted) a current survey of the residents of the area to determine the percent of such persons that are low and moderate income. HUD will accept information obtained through such surveys, to be used in lieu of the decennial census data, where it determines that the survey was conducted in such a manner that the results meet standards of statistical reliability that are comparable to that of the decennial census data for areas of similar size. Where there is substantial evidence that provides a clear basis to believe that the use of the decennial census data would substantially overstate the proportion of persons residing there that are low and moderate income, HUD may require that the recipient rebut such evidence in order to demonstrate compliance with section 105(c)(2) of the Act.

(vii) Activities meeting the requirements of paragraph (d)(5)(i) of this section may be considered to qualify under this paragraph, provided that the area covered by the strategy is either a Federally-designated Empowerment Zone or Enterprise Community or primarily residential and contains a percentage of low- and moderate-income residents that is no less than the percentage computed by HUD pursuant to paragraph (a)(1)(ii) of this section or 70 percent, whichever is less, but in no event less than 51 percent. Activities meeting the requirements of paragraph (d)(6)(i) of this section may also be considered to qualify under paragraph (a)(1) of this section.

(2) Limited clientele activities. (i) An activity which benefits a limited clientele, at least 51 percent of whom are low- or moderate-income persons. (The following kinds of activities may not qualify under paragraph (a)(2) of this section: activities, the benefits of which are available to all the residents of an area; activities involving the acquisition, construction or rehabilitation of property for housing; or activities where the benefit to low- and moderate-income persons to be considered is the creation or retention of jobs, except as provided in paragraph (a)(2)(iv) of this section.) To qualify under paragraph (a)(2) of this section, the activity must meet one of the following tests:

(A) Benefit a clientele who are generally presumed to be principally low and moderate-income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or

(B) Require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate-income limit; or

(C) Have income eligibility requirements which limit the activity exclusively to low and moderate-income persons; or

(D) Be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate-income persons.

(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled" will be presumed to qualify under this criterion if it is restricted, to the extent practicable, to the removal of such barriers by assisting:

(A) The reconstruction of a public facility or improvement, or portion thereof, that does not qualify under paragraph (a)(1) of this section;

(B) The rehabilitation of a privately owned nonresidential building or improvement that does not qualify under paragraph (a)(1) or (4) of this section; or

(C) The rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under paragraph (a)(3) of this section.

(iii) A microenterprise assistance activity carried out in accordance with the provisions of §570.201(o) with respect to those owners of microenterprises and persons developing microenterprises assisted under the activity during each program year who are low- and moderate-income persons. For purposes of this paragraph, persons determined to be low and moderate income may be presumed to continue to qualify as such for up to a three-year period.

(iv) An activity designed to provide job training and placement and/or other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, in which the percentage of low- and moderate-income persons assisted is less than 51 percent may qualify under this paragraph in the following limited circumstance:

(A) In such cases where such training or provision of supportive services assists business(es), the only use of CDBG assistance for the project is to provide the job training and/or supportive services; and

(B) The proportion of the total cost of the project borne by CDBG funds is no greater than the proportion of the total number of persons assisted who are low or moderate income.

(3) Housing activities. An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households. This would include, but not necessarily be limited to, the acquisition or rehabilitation of property by the recipient, a subrecipient, a developer, an individual homebuyer, or an individual homeowner; conversion of nonresidential structures; and new housing construction. If the structure contains two dwelling units, at least one must be so occupied, and if the structure contains more than two dwelling units, at least 51 percent of the units must be so occupied. Where two or more rental buildings being assisted are or will be located on the same or contiguous properties, and the buildings will be under common ownership and management, the grouped buildings may be considered for this purpose as a single structure. Where housing activities being assisted meet the requirements of paragraph §570.208 (d)(5)(ii) or (d)(6)(ii) of this section, all such housing may also be considered for this purpose as a single structure. For rental housing, occupancy by low and moderate-income households must be at affordable rents to qualify under this criterion. The recipient shall adopt and make public its standards for determining “affordable rents” for this purpose. The following shall also qualify under this criterion:

(i) When less than 51 percent of the units in a structure will be occupied by low and moderate-income households, CDBG assistance may be provided in the following limited circumstances:

(A) The assistance is for an eligible activity to reduce the development cost of the new construction of a multifamily, non-elderly rental housing project;

(B) Not less than 20 percent of the units will be occupied by low and moderate-income households at affordable rents; and

(C) The proportion of the total cost of developing the project to be borne by CDBG funds is no greater than the proportion of units in the project that will be occupied by low and moderate-income households.

(ii) When CDBG funds are used to assist rehabilitation eligible under §570.202(b)(9) or (10) in direct support of the recipient's Rental Rehabilitation program authorized under 24 CFR part 511, such funds shall be considered to benefit low and moderate-income persons where not less than 51 percent of the units assisted, or to be assisted, by the recipient's Rental Rehabilitation program overall are for low and moderate-income persons.

(iii) When CDBG funds are used for housing services eligible under §570.201(k), such funds shall be considered to benefit low- and moderate-income persons if the housing units for which the services are provided are HOME-assisted and the requirements at 24 CFR 92.252 or 92.254 are met.

(4) Job creation or retention activities. An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full-time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

(i) For an activity that creates jobs, the recipient must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the recipient must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:

(A) The job is known to be held by a low- or moderate-income person; or

(B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- or moderate-income person upon turnover.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The recipient and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

(iv) For purposes of determining whether a job is held by or made available to a low- or moderate-income person, the person may be presumed to be a low- or moderate-income person if:

- (A) He/she resides within a census tract (or block numbering area) that either:
 - (1) Meets the requirements of paragraph (a)(4)(v) of this section; or
 - (2) Has at least 70 percent of its residents who are low- and moderate-income persons; or
- (B) The assisted business is located within a census tract (or block numbering area) that meets the requirements of paragraph (a)(4)(v) of this section and the job under consideration is to be located within that census tract.
- (v) A census tract (or block numbering area) qualifies for the presumptions permitted under paragraphs (a)(4)(iv)(A)(1) and (B) of this section if it is either part of a Federally-designated Empowerment Zone or Enterprise Community or meets the following criteria:
 - (A) It has a poverty rate of at least 20 percent as determined by the most recently available decennial census information;
 - (B) It does not include any portion of a central business district, as this term is used in the most recent Census of Retail Trade, unless the tract has a poverty rate of at least 30 percent as determined by the most recently available decennial census information; and
 - (C) It evidences pervasive poverty and general distress by meeting at least one of the following standards:
 - (1) All block groups in the census tract have poverty rates of at least 20 percent;
 - (2) The specific activity being undertaken is located in a block group that has a poverty rate of at least 20 percent; or
 - (3) Upon the written request of the recipient, HUD determines that the census tract exhibits other objectively determinable signs of general distress such as high incidence of crime, narcotics use, homelessness, abandoned housing, and deteriorated infrastructure or substantial population decline.
- (vi) As a general rule, each assisted business shall be considered to be a separate activity for purposes of determining whether the activity qualifies under this paragraph, except:
 - (A) In certain cases, such as where CDBG funds are used to acquire, develop or improve a real property (e.g., a business incubator or an industrial park) the requirement may be met by measuring jobs in the aggregate for all the businesses which locate on the property, provided such businesses are not otherwise assisted by CDBG funds.
 - (B) Where CDBG funds are used to pay for the staff and overhead costs of an entity making loans to businesses exclusively from non-CDBG funds, this requirement may be met by aggregating the jobs created by all of the businesses receiving loans during each program year.
 - (C) Where CDBG funds are used by a recipient or subrecipient to provide technical assistance to businesses, this requirement may be met by aggregating the jobs created or retained by all of

the businesses receiving technical assistance during each program year.

(D) Where CDBG funds are used for activities meeting the criteria listed at §570.209(b)(2)(v), this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(E) Where CDBG funds are used by a Community Development Financial Institution to carry out activities for the purpose of creating or retaining jobs, this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(F) Where CDBG funds are used for public facilities or improvements which will result in the creation or retention of jobs by more than one business, this requirement may be met by aggregating the jobs created or retained by all such businesses as a result of the public facility or improvement.

(1) Where the public facility or improvement is undertaken principally for the benefit of one or more particular businesses, but where other businesses might also benefit from the assisted activity, the requirement may be met by aggregating only the jobs created or retained by those businesses for which the facility/improvement is principally undertaken, provided that the cost (in CDBG funds) for the facility/improvement is less than \$10,000 per permanent full-time equivalent job to be created or retained by those businesses.

(2) In any case where the cost per job to be created or retained (as determined under paragraph (a)(4)(vi)(F)(1) of this section) is \$10,000 or more, the requirement must be met by aggregating the jobs created or retained as a result of the public facility or improvement by all businesses in the service area of the facility/improvement. This aggregation must include businesses which, as a result of the public facility/improvement, locate or expand in the service area of the facility/improvement between the date the recipient identifies the activity in its action plan under part 91 of this title and the date one year after the physical completion of the facility/improvement. In addition, the assisted activity must comply with the public benefit standards at §570.209(b).

(b) Activities which aid in the prevention or elimination of slums or blight. Activities meeting one or more of the following criteria, in the absence of substantial evidence to the contrary, will be considered to aid in the prevention or elimination of slums or blight:

(1) Activities to address slums or blight on an area basis. An activity will be considered to address prevention or elimination of slums or blight in an area if:

(i) The area, delineated by the recipient, meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(ii) The area also meets the conditions in either paragraph (A) or (B):

(A) At least 25 percent of properties throughout the area experience one or more of the following conditions:

(1) Physical deterioration of buildings or improvements;

- (2) Abandonment of properties;
 - (3) Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;
 - (4) Significant declines in property values or abnormally low property values relative to other areas in the community; or
 - (5) Known or suspected environmental contamination.
- (B) The public improvements throughout the area are in a general state of deterioration.
- (iii) Documentation is to be maintained by the recipient on the boundaries of the area and the conditions and standards used that qualified the area at the time of its designation. The recipient shall establish definitions of the conditions listed at §570.208(b)(1)(ii)(A), and maintain records to substantiate how the area met the slums or blighted criteria. The designation of an area as slum or blighted under this section is required to be redetermined every 10 years for continued qualification. Documentation must be retained pursuant to the recordkeeping requirements contained at §570.506 (b)(8)(ii).
 - (iv) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area. Rehabilitation of residential buildings carried out in an area meeting the above requirements will be considered to address the area's deterioration only where each such building rehabilitated is considered substandard under local definition before rehabilitation, and all deficiencies making a building substandard have been eliminated if less critical work on the building is undertaken. At a minimum, the local definition for this purpose must be such that buildings that it would render substandard would also fail to meet the housing quality standards for the Section 8 Housing Assistance Payments Program-Existing Housing (24 CFR 882.109).
- (2) Activities to address slums or blight on a spot basis. The following activities may be undertaken on a spot basis to eliminate specific conditions of blight, physical decay, or environmental contamination that are not located in a slum or blighted area: acquisition; clearance; relocation; historic preservation; remediation of environmentally contaminated properties; or rehabilitation of buildings or improvements. However, rehabilitation must be limited to eliminating those conditions that are detrimental to public health and safety. If acquisition or relocation is undertaken, it must be a precursor to another eligible activity (funded with CDBG or other resources) that directly eliminates the specific conditions of blight or physical decay, or environmental contamination.
- (3) Activities to address slums or blight in an urban renewal area. An activity will be considered to address prevention or elimination of slums or blight in an urban renewal area if the activity is:
- (i) Located within an urban renewal project area or Neighborhood Development Program (NDP) action area; i.e., an area in which funded activities were authorized under an urban renewal Loan and Grant Agreement or an annual NDP Funding Agreement, pursuant to title I of the Housing Act of 1949; and
 - (ii) Necessary to complete the urban renewal plan, as then in effect, including initial land redevelopment permitted by the plan.

Note: Despite the restrictions in (b) (1) and (2) of this section, any rehabilitation activity which benefits low and moderate-income persons pursuant to paragraph (a)(3) of this section can be undertaken without regard to the area in which it is located or the extent or nature of rehabilitation assisted.

(c) Activities designed to meet community development needs having a particular urgency. In the absence of substantial evidence to the contrary, an activity will be considered to address this objective if the recipient certifies that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the recipient is unable to finance the activity on its own, and that other sources of funding are not available. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the recipient.

(d) Additional criteria. (1) Where the assisted activity is acquisition of real property, a preliminary determination of whether the activity addresses a national objective may be based on the planned use of the property after acquisition. A final determination shall be based on the actual use of the property, excluding any short-term, temporary use. Where the acquisition is for the purpose of clearance which will eliminate specific conditions of blight or physical decay, the clearance activity shall be considered the actual use of the property. However, any subsequent use or disposition of the cleared property shall be treated as a "change of use" under §570.505.

(2) Where the assisted activity is relocation assistance that the recipient is required to provide, such relocation assistance shall be considered to address the same national objective as is addressed by the displacing activity. Where the relocation assistance is voluntary on the part of the grantee the recipient may qualify the assistance either on the basis of the national objective addressed by the displacing activity or on the basis that the recipients of the relocation assistance are low and moderate-income persons.

(3) In any case where the activity undertaken for the purpose of creating or retaining jobs is a public improvement and the area served is primarily residential, the activity must meet the requirements of paragraph (a)(1) of this section as well as those of paragraph (a)(4) of this section in order to qualify as benefiting low and moderate-income persons.

(4) CDBG funds expended for planning and administrative costs under §570.205 and §570.206 will be considered to address the national objectives.

(5) Where the grantee has elected to prepare an area revitalization strategy pursuant to the authority of §91.215(e) of this title and HUD has approved the strategy, the grantee may also elect the following options:

(i) Activities undertaken pursuant to the strategy for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities in the area for which, pursuant to the strategy, CDBG assistance is obligated during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(6) Where CDBG-assisted activities are carried out by a Community Development Financial

Institution whose charter limits its investment area to a primarily residential area consisting of at least 51 percent low- and moderate-income persons, the grantee may also elect the following options:

(i) Activities carried out by the Community Development Financial Institution for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities for which the Community Development Financial Institution obligates CDBG assistance during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(7) Where an activity meeting the criteria at §570.209(b)(2)(v) may also meet the requirements of either paragraph (d)(5)(i) or (d)(6)(i) of this section, the grantee may elect to qualify the activity under either the area benefit criteria at paragraph (a)(1)(vii) of this section or the job aggregation criteria at paragraph (a)(4)(vi)(D) of this section, but not both. Where an activity may meet the job aggregation criteria at both paragraphs (a)(4)(vi)(D) and (E) of this section, the grantee may elect to qualify the activity under either criterion, but not both.

EXHIBIT D TO SUBGRANTEE AGREEMENT OTHER PROGRAM REQUIREMENTS (Updated July 2025)

Subpart K—Other Program Requirements

§570.600 General.

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to states made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas Program in §570.405 and §570.440 with the exception of §570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see §570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

[53 FR 34456, Sept. 6, 1988, as amended at 61 FR 11477, Mar. 20, 1996; 72 FR 12536, Mar. 15, 2007]

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1.

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Each community receiving a grant under 24 CFR Part 570 Subpart D shall submit a certification that it will affirmatively further fair housing, consistent with [§§ 5.150](#) and [5.151 of 24](#) CFR.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

[[61 FR 11477](#), Mar. 20, 1996, as amended at [80 FR 42368](#), July 16, 2015; [85 FR 47911](#), Aug. 7, 2020; [86 FR 30792](#), June 10, 2021; [90 FR 11024](#), Mar. 3, 2025]

§570.602 Section 109 of the Act.

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

[64 FR 3802, Jan. 25, 1999]

§570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

§570.604 Environmental standards.

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decision-making, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

§570.605 National Flood Insurance Program.

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91),

section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

[61 FR 11477, Mar. 20, 1996]

§570.606 Displacement, relocation, acquisition, and replacement of housing.

(a) General policy for minimizing displacement. Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) Relocation assistance for displaced persons at URA levels. (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) Displaced person. (i) For purposes of paragraph (b) of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the “initiation of negotiations” if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

(1) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

(2) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased

housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

(3) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term “displaced person-” does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) Initiation of negotiations. For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the *direct result of privately undertaken rehabilitation, demolition, or acquisition of real property*, the term “initiation of negotiations” means the execution of the grant or loan agreement between the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) Residential anti-displacement and relocation assistance plan. The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) Optional relocation assistance. Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) Acquisition of real property. The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) Appeals. If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of the state recipient's decision with the State.

(g) Responsibility of grantee or State. (1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State CDBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

(Approved by the Office of Management and Budget under OMB control number 2506-0102)

[61 FR 11477, Mar. 20, 1996, as amended at 61 FR 51760, Oct. 3, 1996]

§ 570.607 Employment and contracting opportunities.

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964–1965 Comp. p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

[68 FR 56405, Sept. 30, 2003, as amended at 85 FR 61567, Sept. 29, 2020]

§ 570.608 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

§ 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

The requirements set forth in 24 CFR part 5 apply to this program.

[61 FR 5209, Feb. 9, 1996]

§ 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.

The recipient, its agencies or instrumentalities, and subrecipients shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth at § 570.502.

[80 FR 75938, Dec. 7, 2015]

§ 570.611 Conflict of interest.

(a) *Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318 shall apply.

(2) In all cases not governed by 2 CFR 200.317 and [200.318](#), the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to [§ 570.202](#); or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to [§ 570.203](#), [570.204](#), [570.455](#), or [570.703\(i\)](#)).

(b) *Conflicts prohibited.* The general rule is that no persons described in [paragraph \(c\)](#) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of [paragraph \(b\)](#) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) **Exceptions.** Upon the written request of the recipient, HUD may grant an exception to the provisions of [paragraph \(b\)](#) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of [paragraph \(d\)\(2\)](#) of this section.

(1) **Threshold requirements.** HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) **Factors to be considered for exceptions.** In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of [paragraph \(d\)\(1\)](#) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in [paragraph \(b\)](#) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

[[60 FR 56916](#), Nov. 9, 1995, as amended at [80 FR 75938](#), Dec. 7, 2015]

§ 570.612 Executive Order 12372.

(a) **General.** Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department's implementing regulations at [24 CFR part 52](#), allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

(b) **Applicability.** Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement program only where a grantee proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. It is the responsibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

§ 570.613 Eligibility restrictions for certain resident aliens.

(a) **Restriction.** Certain newly legalized aliens, as described in [24 CFR part 49](#), are not eligible to apply for benefits under covered activities funded by the programs listed in [paragraph \(e\)](#) of this section. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in [paragraph \(e\)](#) of this section. "Benefits" do not include relocation services and payments to which displaces are entitled by law.

(b) **Covered activities.** "Covered activities" under this section means activities meeting the requirements of [§ 570.208\(a\)](#) that either:

(1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(c) **Limitation on coverage.** The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

(d) **Compliance.** Compliance can be accomplished by obtaining certification as provided in [24 CFR 49.20](#).

(e) **Programs affected.**

(1) The Community Development Block Grant program for small cities, administered under [subpart F of part 570 of this title](#) until closeout of the recipient's grant.

(2) The Community Development Block Grant program for entitlement grants, administered under [subpart D of part 570 of this title](#).

(3) The Community Development Block Grant program for States, administered under [subpart I of part 570 of this title](#) until closeout of the unit of general local government's grant by the State.

(4) The Urban Development Action Grants program, administered under [subpart G of part 570 of this title](#) until closeout of the recipient's grant.

[\[55 FR 18494, May 2, 1990\]](#)

§ 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151–4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101–19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151–4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101–19, subpart 101–19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

[60 FR 56917, Nov. 9, 1995]

§ 570.615 Housing counseling.

Housing counseling, as defined in 24 CFR 5.100, that is funded with or provided in connection with CDBG funds must be carried out in accordance with 24 CFR 5.111.

[81 FR 90659, Dec. 14, 2016]

EXHIBIT C TO SUBRECIPIENT AGREEMENT FY 2025 FEDERAL AWARD AGREEMENT

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Dakota County 1228 TOWN CENTRE DRIVE EAGAN, MN 55123-0000	12. Assistance listing number and title: 14.218, Community Development Block Grant Program for Entitlement Communities 14.225, Community Development Block Grant Program for Insular Areas 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: EYVQRJLNKUC7	13. Amount of federal funds obligated by this action: \$1,893,442.00
3. Tax identification number: 411253302	14. Total amount of federal funds obligated: \$1,893,442.00
4. Federal Award Identification Number (FAIN): B25UC270003	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: \$1,893,442.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD: 9/16/2025
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information: Matthew LaMantia Regional Director	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. - Addendum 1. Policy Requirements - Addendum 2. Program-Specific Requirements - Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be

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U.S. Department of Housing and Urban Development — Federal Award Agreement

amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

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U.S. Department of Housing and Urban Development — Federal Award Agreement

such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

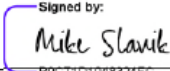
[14.218, 14.225, 14.228, CDBG, FY 2025]

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D. Specific Terms and Conditions Not applicable ☐ Attached ☐

For the U.S. Department of HUD (name and title of authorized official) Matthew LaMantia Regional Director	Signature Signed by:  CP43008803GA405	Date 9/16/2025
For the Recipient (name and title of authorized official) Mike Slavik, Dakota County Board Chair	Signature Signed by:  B0C71D1048324FC...	Date 9/11/2025

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U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

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U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS**Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities****Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas****Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii**

1. *Environmental Review.* The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.
2. *Public Use.* The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107-118) shall be considered a public use for purposes of eminent domain.
3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.
4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.
5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.
6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

[14.218, 14.225, 14.228, CDBG, FY 2025]

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7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	\$1,893,442.00	9/30/2033	9/30/2033

EXHIBIT F TO SUBRECIPIENT AGREEMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PROGRAM INCOME REUSE POLICY Dakota County, Minnesota

A. Purpose.

This policy establishes procedures for the administration and utilization of program income received as a result of activities funded under the federal Community Development Block Grant (CDBG) Program. This policy addresses the requirements of 24 CFR 570.489(e)(3). The Dakota County Community Development Agency is hereinafter referred to as the "Subgrantee", and each cooperating jurisdiction is hereinafter referred to as a "Subrecipient".

B. Definition.

Program income is the gross income received by the Subgrantee that was generated from the use of CDBG funds. For activities generating program income that were only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG funds used. Examples of program income include:

- Payments of principal and interest on loans made using CDBG funds;
- Net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; and
- Interest earned on funds held in a revolving fund account.

C. Activities.

Program income in Dakota County will only be used for eligible CDBG activities that meet a national objective as specified in 24 CFR 570.482 and 570.483.

D. Distribution.

Program income in Dakota County will be classified and distributed within one of two general types of accounts:

- Revolving Fund (RF) Account
- Non-revolving Income (NI) Account

The RF Accounts are typically established for ongoing program activity, such as housing rehab or economic development. The NI Accounts are established from non-revolving program income, such as funds from land disposition or repayments from land acquisition that don't result in a low/moderate income activity.

E. Revolving Fund Account.

Dakota County CDA will deposit program income from either housing rehab, economic development or down payment assistance that is administered by the Subgrantee into corresponding Revolving Fund (RF) Accounts as follows:

1. Program income generated from CDBG funds allocated to a Subrecipient will be deposited into a separate RF Account for that same individual Subrecipient; or

2. Program income generated from CDBG funds allocated to a countywide activity will be deposited into a separate corresponding "Countywide" RF Account.
3. Check and/or reimbursement requests related to an activity assigned to a RF Account will be drawn first from that account prior to an entitlement account.

Subrecipients also have the ability to establish Revolving Fund Accounts for local CDBG activities upon written approval of the Subgrantee. These accounts will require formal reporting during each fiscal year as required by the Subgrantee.

In order to achieve the required annual CDBG timeliness ratio per 24 CFR 570.902, the Subgrantee reserves the right to reallocate program income from any Subrecipient RF account(s) to RF accounts for similar activities where the funds will be expended more quickly. The objective of this reallocation is to ensure program income does not become an impediment to meeting annual timeliness.

F. Non-revolving Income Account.

Dakota County will deposit all program income that is not assigned to a Revolving Fund Account to a Non-revolving Income (NI) Account as follows:

1. Program income generated from CDBG funds allocated to a Subrecipient will be returned immediately to the Subgrantee, which will be deposited into one corresponding Subrecipient NI Account (i.e., Burnsville NI Account). Check and/or reimbursement requests from a Subrecipient that cannot be paid from a RF Account will first be drawn from a NF Account, if existing, prior to drawing funds from an entitlement account.
2. Program income generated from CDBG funds allocated to a Subgrantee countywide activity will be deposited into one Subgrantee NI Account (i.e., CDA NI Account). Check and/or reimbursement requests related to a county-wide activity that cannot be paid from a RF Account will first be drawn from a NI Account, if existing, prior to drawing funds from a county-wide entitlement account.
3. The Subrecipient or Subgrantee retains the option of amending an existing CDBG activity (or activities) to increase its budget equal to the amount of program income within its NI Account, or it can amend the county's Annual Action Plan to include a new CDBG-eligible activity.
4. If no draws are made from a Subrecipient's NI Account within twelve (12) months of establishing that account, it may be transferred to a Subgrantee NI Account for distribution to eligible countywide activities.

G. Account Dissolution.

Dissolving either Revolving Fund or Non-revolving Income Accounts shall be completed as follows:

1. A Subrecipient's RF Account may be dissolved if that account will receive no further income based on evidence from the Subrecipient or Subgrantee. The Subrecipient must submit a written request to the Subgrantee prior to final dissolution action. CDBG funds remaining in a Subrecipient's RF Account to be dissolved must be transferred to a new or existing NI Account of that same Subrecipient.
2. A Subgrantee's RF Account may be dissolved if that account will receive no further income based on evidence from the Subgrantee. CDBG funds remaining in the Subgrantee's RF Account to be dissolved must be transferred to a new or existing NI Account of the Subgrantee.
3. In some cases, a Subrecipient or Subgrantee may want to transfer fund balances from a RF Account that is still receiving income. If no further expenditures are planned for that activity, a partial transfer may be permitted. Subrecipients must submit a written request to the Subgrantee, including the requested amount of transfer, which will go from its RF Account to its existing or newly created NI Account.
4. A Subrecipient's NI Account may be dissolved based on Section F.4. of this Policy.

**Adopted by the Dakota County CDA Board on April 13, 2004 (Res. 04-3677).
Revised by the Dakota County CDA Board on April 20, 2021 (Res. 21-6407)**

EXHIBIT G TO SUBRECIPIENT AGREEMENT

CDBG CONTINGENCY PLAN TIMELINESS OF EXPENDITURES

Dakota County, Minnesota

The following plan was developed in order to spend Community Development Block Grant (CDBG) funds in a timely manner. HUD reviews the performance of Dakota County as an entitlement urban county each year. Sixty (60) days prior to the end of a grantee's program year, the amount of non-disbursed CDBG funds cannot be more than 1.5 times the entitlement grant for its current program year. The 60-day time for Dakota County is May 2. A contingency plan is beneficial in order to assess whether this county can make efforts to spend CDBG funds if early indications show expenditure problems within any of the larger cities' pool or the countywide pool of activities.

The following steps should be taken in the order shown during a program year for Dakota County, which is July 1 through June 30:

1. **Six-Month Review**. By November 1, CDA staff will do the following:
 - a. Identify each Subrecipient's balance of unspent CDBG funds.
 - i. A notice should be sent to each Subrecipient that shows an individual listing of unfinished activities and corresponding fund balances.
 - b. Meet individually with each Subrecipient, as deemed necessary, to discuss timely expenditure issues.
 - c. Provide a status report to all Subrecipients on the countywide and individual city revolving accounts for housing rehab (including a forecast of program income for the next six months).
2. **Four-Month Review**. By January 1, CDA staff will do the following:
 - a. Make a preliminary determination whether a Subrecipient will meet its own timeliness ratio of 1.5 by May 1.
 - b. Make a determination on how much rehab funding will remain unspent by May 1. These conclusions will be shared with the Subrecipient as a basis for possible reallocation of funds.
 - c. Initiate amendments to the annual Action Plan for Dakota County in order to reallocate CDBG funding to activities that can spend those funds by May 1.
 - i. The plan amendment will be based on the following:
 1. Written approval from the Subrecipient that will transfer CDBG funds from its allocation to another city or countywide activity; and
 2. Written verification, including an activity timeline, from the recipient of any reallocated funding that the additional CDBG funds can be spent and reimbursement submitted by April 15.
3. **Transfer of CDBG Funds**. Should a jurisdiction not be able to meet the timeliness requirement, the transferring of CDBG funds from one activity to another will be accomplished according to the following procedures:
 - a. Transfer funds from one activity to another within a jurisdiction (city or township);

- b. Transfer funds from a countywide activity to another countywide activity; or
- c. Transfer funds from one jurisdiction to another jurisdiction, including to or from the countywide pool.

The combined impact of the transfer options must attain an expenditure rate at or below 1.5 by May 2 for Dakota County. If this can be achieved by implementing one or both of the first two options, then the final option will not be needed. However, if all three options need to be implemented, then some jurisdictions will lose the one-time specified amount, not to be replaced and some will gain one-time funds in order to avoid HUD penalties imposed on the county.

It is possible that a jurisdiction will have more than 1.5 times its current CDBG allocation unspent by January 1, and yet, it will not agree to transfer funds to another activity. Under that circumstance, the CDA reserves the right to take steps necessary to transfer funds in excess of the 1.5 ratio.

- 4. **Two-Month Review**. By March 1, the CDA will determine whether any further amendments are necessary to transfer CDBG funds. This may be necessary to accommodate a new activity that was recently identified for immediate expenditure (assuming CDBG eligibility).
- 5. **One-Month Review**. By April 1, the CDA will do a final check to ensure all cities are working towards completion of all activity expenditures that are pending within the May 1 timeframe. Reimbursement requests should be submitted to the CDA no later than April 15.

Dakota County CDBG Request for Reimbursement Form

From: City/Township of _____ Date: _____

Please complete the appropriate sections. The Dakota County CDA will fill in the shaded areas. Please use separate request forms for each activity or service period.

Reimbursement for the following activities is being requested from the CDBG Program:

Name of Project/Activity	Program (Fiscal) Yr.	Amount Requested	Dates of Service (start/end)	CDA Account Number

Do you have program income (i.e., revolving account) to draw first for this activity? ____ Yes ____ No

If yes, please indicate how much program income you are drawing for this activity: \$ _____

Do you have other funding sources that are being combined with the CDBG funds? ____ Yes ____ No

If yes, please indicate the source(s) and amount(s): _____

Documentation to support Request for Reimbursement: You must attach all appropriate documentation to support this request (i.e. staff hours and rate of pay, invoices for work completed, copies of plans, etc.)

☐ Timesheets (# of hours, rate of pay, etc.)
 ☐ Invoices / Proof of Payment (copies of checks, receipts, etc.)
 ☐ Completed product (i.e. plan, study, survey)

The following chart is for DIRECT BENEFIT ACTIVITIES (housing or public service activities). Please report the demographic information of those served during the dates of service listed above. If you are reporting a HOUSING activity, please report in number of HOUSING UNITS. If you are reporting a PUBLIC SERVICE activity, please report in number of PEOPLE.

DO NOT COMBINE DATA FROM MORE THAN ONE ACTIVITY OR SERVICE DATES

DEMOGRAPHICS	Ethnicity		Income Level			
	Hispanic	Non-Hispanic	Very Low (0-30%)	Low (31-50%)	Moderate (51-80%)	Above L/M (81% +)
White						
Black/African American						
Black/African American & White						
Asian						
Asian & White						
American Indian or Alaskan Native						
American Indian/Alaskan & White						
American Indian/Alaskan & Black						
Native Hawaiian/Other Pacific Islander						
Other						
TOTALS (Ethnicity = Income Level)						

Number of Female-headed Households = _____ Percent as Low/Mod Income = _____
 Number of clients new to program = _____ Number of clients with improved access = _____

Prepared by: _____

Approved by: _____

Program Administrator

City or Township Finance Officer

2025 Income Limits

Median Inc. = **\$132,400** (effective June 1, 2025 for Dakota County)

Income Limits	1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
30%	\$27,800	\$31,800	\$35,750	\$39,700	\$42,900	\$46,100	\$49,250	\$52,450
50%	\$46,350	\$53,000	\$59,600	\$66,200	\$71,500	\$76,800	\$82,100	\$87,400
60%	\$55,620	\$63,600	\$71,520	\$79,440	\$85,800	\$92,160	\$98,520	\$104,880
80%*	\$72,950	\$83,400	\$93,800	\$104,200	\$112,550	\$120,900	\$129,250	\$137,550

* For the CDBG Program, the 80% limit (Low/Mod) is capped at the US area median income level. For example, a 4-person household at 80% of area median income is \$105,900, but the US median income is \$104,200 therefore, the limit is set at \$104,200.

*The FY2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50th (60%) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low (30%) income limits may equal the very low (50%) income limits.

Income Self-Certification Form – 2025 (Effective 4/1/2025, Updated 9/16/2025)

Dakota County CDBG Program

Information on annual family income and race is required to determine eligibility for public services funded with federal Community Development Block Grant (CDBG) funds. **Each participant must indicate the number of people in their household and CHECK THE BOX that contains the amount of annual family income.**

INCOME is defined as the total annual gross income of all family and non-family members 18+ years old living within the household. All sources of income must be counted from all persons in the household based on anticipated income expected within the next 12 months.

Please check your Income Range based on your Family Size (for example if there are 5 people in your household, go to HH of 5; if there are 8 or more in your household go to HH of 8):

Household of 1:	☐ \$0 - \$27,800	☐ \$27,801 - \$46,350	☐ \$46,351 - \$72,950	☐ \$72,951+
Household of 2:	☐ \$0 - \$31,800	☐ \$31,801 - \$53,000	☐ \$53,001 - \$83,400	☐ \$83,401+
Household of 3:	☐ \$0 - \$35,750	☐ \$35,751 - \$59,600	☐ \$59,601 - \$93,800	☐ \$93,801+
Household of 4:	☐ \$0 - \$39,700	☐ \$39,701 - \$66,200	☐ \$66,201 - \$104,200	☐ \$104,201+
Household of 5:	☐ \$0 - \$42,900	☐ \$42,901 - \$71,500	☐ \$71,501 - \$112,550	☐ \$112,551+
Household of 6:	☐ \$0 - \$46,100	☐ \$46,101 - \$76,800	☐ \$76,801 - \$120,900	☐ \$120,901+
Household of 7:	☐ \$0 - \$49,250	☐ \$49,251 - \$82,100	☐ \$82,101 - \$129,250	☐ \$129,251+
Household of 8:	☐ \$0 - \$52,450	☐ \$52,451 - \$87,400	☐ \$87,401 - \$137,550	☐ \$137,551+

Please calculate your total assets, including (a) checking, savings and other account balances; (b) tax assessed value of real estate owned **other than** your home; (c) cash value/equity of any Life Insurance Policy; and (d) any other assets. NOTE: a percentage of assets will be calculated by staff as part of income (example: \$100,000 assets x 2.0% = \$2,000).

Total Assets = \$ _____

Please check your Ethnicity (pick 1 of 2): ☐ Hispanic or ☐ Non-Hispanic

Please check your Race (pick 1 of 10 choices):

- | | |
|--|---|
| ☐ White | ☐ Black or African American |
| ☐ Asian & White | ☐ American Indian or Alaskan Native |
| ☐ Native Hawaiian or Other Pacific Islander | ☐ Other |
| ☐ Black/African American & White | ☐ American Indian/Alaskan Native & White |
| ☐ Asian | ☐ American Indian/Alaskan Native & Black |

Does your family have a **FEMALE HEAD OF HOUSEHOLD?** ☐ Yes ☐ No

Are you a citizen of the United States and/or lawfully within the United States? ☐ Yes ☐ No

Program or Activity _____ Dates of Participation _____

Birth Date of Participant _____

APPLICANT STATEMENT: I hereby certify that the information on this form is accurate and complete. I understand that this self-certification may be subject to further verification by the agency providing services, the City, the Dakota County CDA, or the U.S. Department of Housing & Urban Development. I, therefore, authorize such verification, and I will provide supporting documents, if necessary. **WARNING:** Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the U.S. Government.

Participant or Beneficiary Name (Please Print) _____

Signature (Parent or Guardian, if participant is under 18 years old) _____

Date _____



Date: 12/15/2025

Dakota Waste Solutions Preliminary Plat, Rezoning and Planned Unit Development

Proposed Action

Staff recommends adoption of the following motion: move to approve: a resolution approving the Dakota Waste Resources preliminary plat 2) zoning map amendment from I-1, Light Industrial to PUD, Planned Unit Development; and 3) Planned Unit Development (PUD) Ordinance

Overview

Dakota Waste Solutions, LLC have submitted applications for a rezoning from I-1, Light Industrial District to PUD, Planned Unit Development District, preliminary plat for a two lot, one outlot subdivision and a preliminary PUD development stage plan for the development to be known as Dakota Waste Solutions. A final PUD plan, final plat and related agreements will be required before development activities begin.

The proposed development is located at the southeast corner of 215th Street and Kaparia Avenue. The site is 39.89 acres in area, including right-of-way, and currently used for agricultural purposes and semi-trailer storage in the northeast corner. Two natural gas pipelines cross diagonally through the northern part of the property. Dakota Waste Solutions is proposing an approximately 32-acre recycling and composting facility that will include source-separated organic material (SSOM).

The goal of the proposed development is to be a “zero-waste processing facility”. While some materials that enter the site will ultimately be discarded, the intent of the facility is to process all the materials that are brought to the site into useful products. This will ease the burden on landfills as many tons of materials that would otherwise be disposed of in a landfill will now be re-used after some processing at the facility.

The site contains food and yard waste processing facilities. Food waste that will be brought to this site will be sorted at the source and will be limited to certain types of material listed in the attached PUD ordinance. The list includes, but not limited to, items such as fruits, vegetables, garden waste, and cooked meat. The City and Minnesota Pollution Control Agency (MPCA) shall be notified a minimum of 30 days prior to any change to the list of accepted materials at this facility.

The purpose of a PUD district is to provide comprehensive procedures and standards intended to allow flexibility in the development that would not be possible under a conventional zoning district. This PUD District provides enhanced environmental management, flexibility in site design and structure types, and ensures compatibility with surrounding land uses through

specific performance standards and conditions for the unique compost and recycling use proposed on the property.

The Planning Commission held a public hearing on the Dakota Waste Solutions preliminary plat, rezoning and PUD development stage at their November 20, 2025 meeting and unanimously recommended approval. There was no public comment.

Supporting Information

1. Preliminary Plat Resolution
2. Rezoning Ordinance and findings
3. Dakota Waste Solutions PUD District ord 12-15-25
4. Planning and Eng reports
5. PC Minutes 11-20-25
6. Location Map & Narrative
7. Exhibits - Prelim Plat, Existing Conditions and Site Plan
8. Exhibits - Grading- Landscaping- Photometrics

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Tina Goodroad, Community Development Director

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY PLAT
DAKOTA WASTE SOLUTIONS**

WHEREAS, Dakota Waste Solutions, LLC requests approval of the preliminary plat of a two lot, one outlot subdivision to be known as **Dakota Waste Solutions**; and

WHEREAS, the Planning Commission held a public hearing at its November 20, 2025 meeting, preceded by notice as required by the Subdivision Ordinance, and unanimously recommended approval; and

WHEREAS, the preliminary plat meets Subdivision Ordinance requirements; and

WHEREAS, the preliminary plat is acceptable to the City.

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

The **Dakota Waste Solutions** preliminary plat is approved subject to the following conditions:

1. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
2. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
3. The site and building shall be developed in accordance with the plans approved by the City Council.
4. All written and graphic materials officially submitted to the city shall be considered as a formal agreement between the developer and the city; once approved by the City Council, no changes, modifications, or alterations shall be made to any use, structure, plan, detail, specification, or standards without prior approval of the Zoning Administrator.
5. An agreement for shared driveway access to Lots 1 and 2, Block 1 shall be established in conjunction with the recording of the final plat, subject to review and approval of the Zoning Administrator.
6. All grading, drainage, wetland, and erosion control issues and plans shall be subject to review and approval of the City Engineer, including implementation of the recommendations listed in the November 13, 2025 engineering report.

7. Execution of a Stormwater Maintenance Agreement shall be required between the Developer and the city for the maintenance of the stormwater system, subject to review and approval of the City Engineer.
8. Outlot A shall be deeded to the City for stormwater management purposes.
9. Park dedication requirements shall be satisfied by payment of a cash fee in lieu of land dedication at the time of final plat approval based on the fee schedule then in effect.
10. The preliminary plat and PUD development stage plan shall be valid for one year from the date of City Council approval unless extended as provided for by the Subdivision Ordinance and Zoning Ordinance; prior to expiration of the preliminary plat and PUD development stage plan, the developer shall submit applications for final plat and PUD final plan approval in accordance with the provisions of the Subdivision Ordinance and Zoning Ordinance.

ADOPTED by the Lakeville City Council this 15th day of December 2025

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE LAKEVILLE ZONING MAP RELATED TO
DAKOTA WASTE SOLUTIONS, LLC

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. The current legal description of the property is:

The Northwest Quarter of the Southeast Quarter of Section 36, Township 114, Range 21

Section 2. The property described above, to be platted as Dakota Waste Solutions, is hereby rezoned from I-1, Light Industrial to PUD, Planned Unit Development.

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 15th day of December 2025.

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

ATTEST: _____

Ann Orlofsky, City Clerk

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**ZONING MAP AMENDMENT
FINDINGS OF FACT AND RECOMMENDATION
DAKOTA WASTE SOLUTIONS, LLC**

On November 20, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Dakota Waste Solutions, LLC for an amendment to the Zoning Map to rezone property from I-1, Light Industrial District to PUD, Planned Unit Development. 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 located in Comprehensive Planning District 6 and is guided for Warehouse/Industrial land uses by the 2040 Comprehensive Land Use Plan.
2. The subject property is zoned I-1, Light Industrial. The applicant has applied for an amendment to the Zoning Map to rezone the property from I-1, Light Industrial to PUD, Planned Unit Development.
3. The legal description of the property is:

The Northwest Quarter of the Southeast Quarter of Section 36, Township 114, Range 21, Dakota County, Minnesota

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. 6 of the 2040 Comprehensive Plan. The proposed rezoning from I-1, Light Industrial District to PUD, Planned Unit Development will meet the goals and policies outlined in Planning District No. 6 and will be consistent with the 2040 Comprehensive Plan.

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

Finding: The subject site is east of the I-35, south of 215th Street, surrounded by existing and planned industrial and office park uses. The proposed recycling and composting facility would be compatible with existing and planned industrial uses to the west and south and future office park uses to the north and east.

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

Finding: The proposed PUD provides enhanced environmental management, flexibility in site design and structure types through specific performance standards of the PUD ordinance and the underlying I-1, Light Industrial zoning district.

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 located within the Metropolitan Urban Service Area (MUSA). City utilities are planned to be extended to the property in 2026; 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 215th Street and Kaparia Avenue. The streets accessing the property have adequate capacity to accommodate traffic generated by the proposed use with access points to be constructed in accordance with the provisions of City Code.

5. The planning report dated November 13, 2025 prepared by Tina Goodroad, Community Development Director and Heather Botten, Senior Planner is incorporated herein.

RECOMMENDATION

The City Council hereby approves the Zoning Map amendment as shown in Exhibit A.

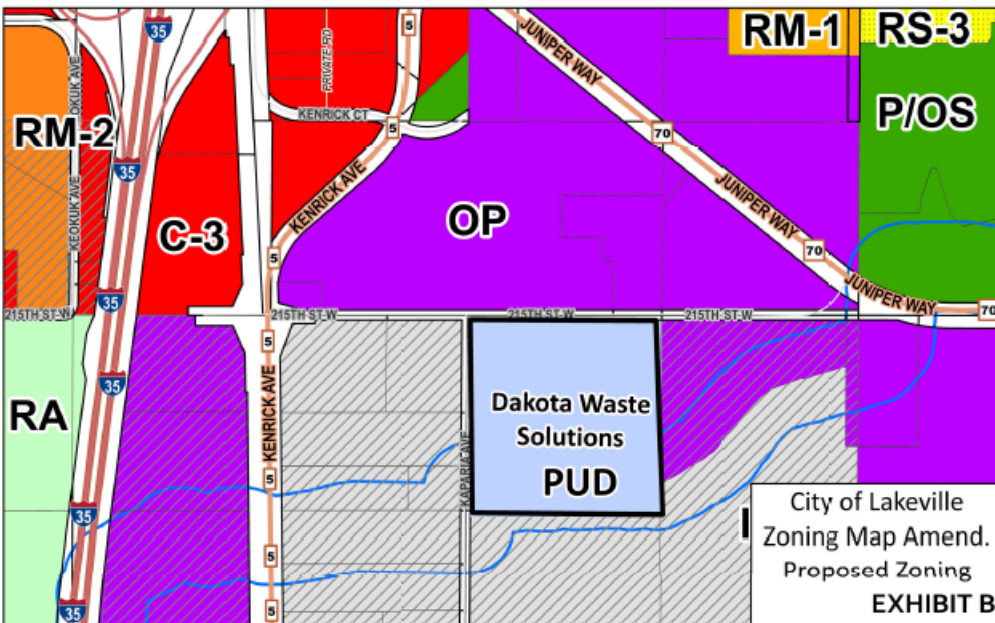
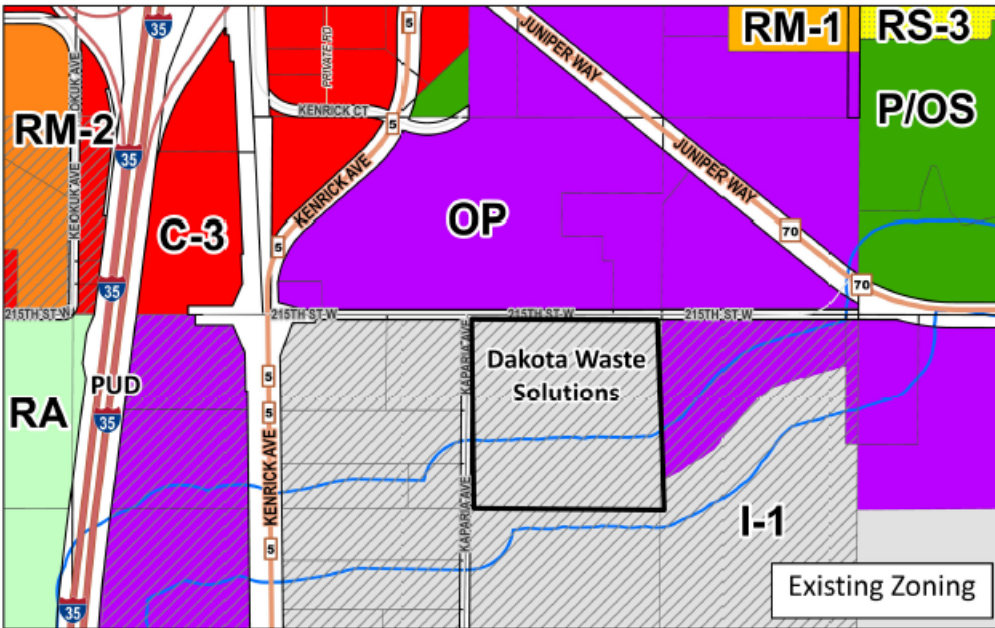
DATED: December 15, 2025

LAKEVILLE PLANNING COMMISSION

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

Exhibit A



ORDINANCE NO.: 2025-__

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**AN ORDINANCE ESTABLISHING A PUD, PLANNED UNIT DEVELOPMENT
DISTRICT FOR DAKOTA WASTE SOLUTIONS**

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Legal Description. The legal description of the property included in the PUD District shall be as follows:

*The Northwest Quarter of the Southeast Quarter of Section 36,
Township 114, Range 21*

Section 2. Zoning Map Amendment. The property is hereby rezoned from I-1, Light Industrial to PUD, Planned Unit Development District subject to the terms and conditions set forth herein.

Section 3. Purpose. The purpose of this ordinance is to establish a Planned Unit Development (PUD) District to allow for the development and operation of the Dakota Waste Solutions Source-Separated Organics Processing Facility, designed which is to receive, process, and compost organics materials including food waste, wood waste, and yard waste. This PUD District provides enhanced environmental management, flexibility in site design and structure types and construction, ensures compatibility with surrounding land uses, and protects public health safety and welfare through specific performance standards and conditions.

Section 4. Dakota Waste Solutions Plan.

- A. All entitlements, including but not limited to, allowed uses, location of uses, design and construction of structures, and performance standards established within this PUD District are hereby set forth by the Dakota Waste Solutions Planned Unit Development Plan.
- B. The Dakota Waste Solutions Planned Unit Development Plan shall include and be developed in accordance with the following plans attached hereto as exhibits:

Exhibit A: Dakota Waste Solutions PUD Development Stage
Narrative (hereafter "PUD Narrative")
Exhibit B: Preliminary Plat

- Exhibit C: Site Plan
- Exhibit D: Final Grading, Drainage, and Erosion Control Plan
- Exhibit E: Plans and Specifications for Public Improvements
- Exhibit F: Exterior Lighting Plan
- Exhibit G: Landscape Plan
- Exhibit H: Hoop-shed elevations

- C. Any allowed uses and standards not specifically addressed by the Dakota Waste Solutions Planned Unit Development Plan shall be subject to the requirements set forth by the Lakeville Zoning Ordinance understanding that subsequent, more specifically detailed, PUD Development Stage Plans may seek modification of the standards and requirements established by the Zoning Ordinance by City Council approval provided that the proposed flexibility is shown to be consistent with the goals and objectives of the Dakota Waste Solutions Planned Unit Development Plan and complies with the intent of the requirements established by the Zoning Ordinance, even without their strict application.

Section 5. Allowed Uses. The allowed uses within the PUD District shall include the following, subject to PUD Development Stage Plan approval in accordance with Section 11-96-13 of the Zoning Ordinance:

- A. Base Uses. All permitted, accessory, conditional, interim, and administrative permit uses within the I-1, Light Industrial District shall be allowed within the PUD District.
- B. Specific Uses. The following specific uses of a source-separated organics processing facility, as described in the PUD Narrative (Exhibit A), shall be additionally allowed within the PUD District at the location and within such structures as set forth by the Site Plan (Exhibit C):
 - 1. Food waste collection and processing, including food waste storage, truck unloading, de-packaging, mixing, and composting start-up to be fully enclosed and contained within the processing building (24,425 square feet).
 - 2. Hoop Sheds:
 - a. Wood processing (two (2) structures 15,000 square feet each).
 - b. In-vessel composting, fully contained within one (1) hoop shed structure (21,225 square feet).
 - 3. Outdoor storage areas necessary to support composting and processing operations shall be permitted as shown on the site plan, subject to screening, surfacing, and containment conditions established by this PUD District, as follows:

- a. Yard waste and wood chip storage (21,800 square feet)
- b. Finished compost storage (15,750 square feet)
- c. Compost curing (11,200 square feet)

Section 6. Lot Requirements. The lot(s) within the PUD District shall comply with the requirements of Section 11-86 of the Zoning Ordinance.

Section 7. Construction Standards. The building type and construction of structures within the PUD District shall comply with the requirements of Section 11-17-9 applicable to industrial districts, and:

- A. Hoop Sheds shall be an allowed structure at the location as set forth by the Site Plan (Exhibit C), subject to the following:
 - 1. Hoop sheds shall be constructed with durable, fire-rated fabric and steel framing systems.
 - 2. Hoop sheds shall comply with all applicable building and fire codes.
 - 3. Hoop sheds shall be maintained in good repair with no holes or tears to the fabric material covering.
- B. Buildings that do not comply with the requirements of Section 11-17-9 may be considered during final PUD plan approval.

Section 8. Use Specific Standards. The following standards and conditions shall apply to development and operation of the source-separated organics processing facility allowed in accordance with Section 5.B of this Ordinance:

- A. Hours of Operation:
 - 1. Operating hours shall be limited to 6:00 a.m. to 8:00 p.m. Monday through Friday and Saturdays 8:00 a.m. to 5:00 p.m.
 - 2. There shall be no operations on Sundays or Official Federal Holidays.
 - 3. Extension:
 - a. The Zoning Administrator may, at their discretion, grant an extension of allowed operating hours based on the operator demonstrating a specific need.

- b. The Zoning Administrator, in approving the requested extension, may impose additional conditions as they deem necessary to mitigate any potential impacts of the extended hours and to protect public health, safety, and welfare.

B. Odor Control:

1. All food waste processing, de-packaging, and composting initiation shall occur within a building equipped with an odor mitigation system.
2. The Composting and Processing Building(s) shall maintain a negative pressure inside the building such that the internal air is directed to be filtered via a biological filter system approved by the Minnesota Pollution Control Agency to reduce odors prior to being emitted outdoors. The filter system can be comprised of a woodchip system or carbon filters that are approved by the MPCA.
2. The In-Vessel Composting Building shall be equipped with a biofilter or equivalent odor mitigation system as approved by the Minnesota Pollution Control Agency.
3. No composting activities shall occur outside and no composting shall be stored outside until the curing phase.
4. Any allowed outdoor stockpiles of yard waste shall be fully covered by a hoop shed that shall have a minimum of three sides.
5. Outdoor curing or storage piles shall not emit detectable odors beyond the property line.

C. Noise:

1. All mechanical and vehicular noise shall comply with Minnesota Pollution Control Agency noise standards.
2. All wood chipping shall be conducted inside allowed hoop sheds.

D. Traffic and Access:

1. Site access shall be limited to use of the following roadways:
 - a. 215th Street.
 - b. Kaparia Avenue.
2. All truck queuing shall occur on-site with no truck parking, standing, or queuing allowed within the public right-of-way.

3. All truck accesses and internal roads shall be paved and maintained to prevent tracking and dust, subject to approval of the City Engineer. An exception will be made for only the portion of the road crossing the pipeline easement to be gravel for two years (from start of construction) or until the pipeline is replaced (pipeline replacement anticipated by 2028).
- E. Outdoor Storage: All outdoor storage allowed within this PUD District shall be located upon a paved or concrete surface to control dust and drainage, subject to approval of the City Engineer. Outdoor storage areas are limited to only areas indicated on the Site Plan (Exhibit C).
- F. Trailer Parking and Storage:
1. Parking of semi-tractor trailers shall be allowed up to not more than 38 trailers to be confined within the area designated upon the Site Plan (Exhibit C).
 2. Semi-tractors or trailers parked upon the subject site shall be licensed and maintained in such condition so as to be legally operable upon public streets.
 3. The designated parking area shall be surfaced with a bituminous surface to control dust and drainage, subject to approval of the City Engineer.
 4. No other equipment, goods, or materials shall be stored in this area.
- G. Environment:
1. The facility shall obtain and maintain a Dakota County License for a Solid Waste Composting Facility and Minnesota Pollution Control Agency permits, including any required permit(s) for a Source-Separated Organic Material Compost Facility.
 2. Stormwater management shall comply with City and Minnesota Pollution Control Agency requirements, including leachate containment for all composting areas.
 3. A closure plan shall be provided and maintained in accordance with the Minnesota Pollution Control Agency standards and requirements for the Minnesota Pollution Control Agency permit.
 4. A stormwater maintenance and operations plan shall be recorded for the site to comply with the Minnesota Pollution Control Agency and City of Lakeville standards and requirements.

- 5 Food and Yard Waste:
 - a. Food waste not used in composting shall be processed and removed the same day it is received.
 - b. No storage of food waste shall occur outside of the building at any time.
 - c. Material processed at this facility is limited to only the following:
 - (1) Food Waste:
 - (a) Fruit and vegetables (raw, canned and pre-packaged).
 - (b) Cooked meat (contained in pre-packaged salads) limited to five percent (5%) of food waste.
 - (c) Dairy, cheese, and bread products that are mixed with other grocery products and limited to a maximum of five percent (5%) of by weight.
 - (2) Yard waste (grass clippings, leaves, garden waste, and tree branches).
 - (3) Unfinished wood, trees, and pallets for wood processing; no old building material, building demolition or painted or stained wood can be processed.
 - (4) Manure waste that is mixed with yard waste – twenty percent (20%) by weight, maximum.
 - (5) New sheet rock material that is unpainted.
2. All required regulatory permits shall be approved prior to the PUD Final Plan approval by the City Council.
3. The use shall comply with all approved plans and permits approved by the City, Dakota County, and the Minnesota Pollution Control Agency.

H. Landscaping and Required Screening:

1. Landscaping shall comply with Section 11-17-19 of the Zoning Ordinance and the approved PUD Development Stage Plan.
2. Plans shall include construction of a berm with landscaping at a minimum of six (6) feet in height at the perimeter of the site to screen all the activities. Construction of the berm shall begin at the time of site construction and landscaping shall be installed prior to issuance of a Certificate of Occupancy for the site.
3. All required landscaping and screening shall be installed prior to operation of any uses on the site.

I. Monitoring and Reporting:

1. The operator shall maintain a complaint log and report quarterly to the Zoning Administrator on odor, noise, and traffic complaints and resolutions.
2. The annual reporting required by the Minnesota Pollution Control Agency shall be submitted to the Zoning Administrator and shall include the following:
 - a. Summary of lab analyses required as outline in the Sampling and Testing plan in the Minnesota Pollution Control Agency permit.
 - b. Training records for each employee.
 - c. Maintenance logs as outlined in the Minnesota Pollution Control Agency permit.
 - d. Operation logs as outlined in the Minnesota Pollution Control Agency permit.
 - e. Site inspection logs by the Minnesota Pollution Control Agency.
3. The facility shall be monitored daily for vectors or varmints with remediation measures taken immediately to removed or abate any infestation.

Section 9. Future Phases and Amendments. Approval of Final PUD Plan, Final Plat, and execution of a development contract is required prior to any

construction activity. Any future buildings or expansion areas identified on the Site Plan (Exhibit C) shall be required to be consistent with approved plans.

Section 10. Schedule of Improvements. Development and construction of the site and facilities shall be completed under the following timeline:

- April 2026 begin construction of compost and food processing facility and wood processing facility.
- September 2026 start food processing and composting
- June 2027 move wood processing facility from property immediately north at 10831 215th Street (PID's 220360007013 220360006019) and to the subject property.
- June 2027 begin cleanup of food processing, composting, wood processing and related outdoor storage on north property (PID's 220360007013 220360006019)
- Sept 30, 2028 all wood processing, food processing, composting and all related outdoor storage and activities removed and cleaned-up on north property (PID's 220360007013 220360006019).

Section 11. 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 12. This Ordinance shall be effective upon its passage, publication, and recording of a final plat and PUD Final Plan.

ADOPTED by the Lakeville City Council this ___ day of ___, 2025

CITY OF LAKEVILLE

BY: _____
Luke M Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk



Memorandum

To: Planning Commission
From: Tina Goodroad, Community Development Director
Heather Botten, Senior Planner
Date: November 13, 2025
Subject: Packet Material for the November 20, 2025 Planning Commission Meeting

Agenda Item: Dakota Waste Solutions:

1. Zoning Map Amendment (Rezoning) from I-1, Light Industrial to PUD, Planned Unit Development
2. Preliminary plat of a two lot, one outlot subdivision to be known as Dakota Waste Solutions
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

Application Action Deadline: January 20, 2026

BACKGROUND

Representatives from Dakota Waste Solutions, LLC have submitted applications for a rezoning from I-1, Light Industrial District to PUD, Planned Unit Development District, preliminary plat for a two lot, one outlot subdivision and preliminary PUD development stage plan for the development to be known as Dakota Waste Solutions. A final PUD plan, final plat and related agreements will be required before development activities begin.

The proposed development is located at the southeast corner of 215th Street and Kaparia Avenue. The site is 39.89 acres in area, including right-of-way, and currently used for agricultural purposes and semi-trailer storage in the northeast corner. Two natural gas pipelines cross diagonally through the northern part of the property. Dakota Waste Solutions is proposing an approximately 32-acre recycling and composting facility that will include source-separated organic material (SSOM). The proposed recycling uses will be moved from the property immediately north of 215th

Street to this site and operated within structures and under more formal review and approvals than exist today. A detailed PUD narrative is provided describing the specific uses.

The goal of the proposed development is to be a “zero-waste processing facility”. While some materials that enter the site will ultimately be discarded, the intent of the facility is to process all the materials that are brought to the site into useful products. This will ease the burden on landfills as many tons of materials that would otherwise be disposed of in a landfill will now be re-used after some processing at the facility.

The site contains food and yard waste processing facilities. Food waste that will be brought to this site will be sorted at the source and will be limited to certain types of material listed in the attached PUD ordinance. The list includes, but not limited to, items such as fruits, vegetables, garden waste, and cooked meat. The City and Minnesota Pollution Control Agency (MPCA) shall be notified a minimum of 30 days prior to any change to the list of accepted materials at this facility.

The Dakota Waste Solutions preliminary plat and PUD development plans have been reviewed by Community Development, Engineering, Environment Resources Division, and the City Forester, as well as Barr Engineering for stormwater review. In addition to needing approval from the city, the Dakota Waste Solution facility shall obtain and maintain a Dakota County License for a Solid Waste Composting Facility and MPCA permits, including any required permit(s) for a Source-Separated Organic Material Compost Facility.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Applicant Narrative
- D. Preliminary Plat
- E. Existing Conditions
- F. Site Plan
- G. Grading and Drainage Plan
- H. Landscape Plan
- I. Lighting Photometric Plan
- J. Planned Unit Development Ordinance for Dakota Waste Solutions

STAFF ANALYSIS

ZONING MAP AMENDMENT

The developer is requesting a zoning map amendment to rezone the property from I-1, Light Industrial to PUD, Planned Unit Development District with the underlying zoning of I-1 District uses and standards.

The purpose of a PUD district is to provide comprehensive procedures and standards intended to allow flexibility in the development that would not be possible under a conventional zoning district. This PUD District provides enhanced environmental management, flexibility in site design and structure types, and ensures compatibility with surrounding land uses through specific performance standards and conditions for the unique compost and recycling use proposed on the property.

The rezoning will allow consistent site development similar to the uses listed within the underlying I-1 District. Findings of fact for consideration of the zoning map amendment are attached to the planning report.

PRELIMINARY PLAT AND PUD DEVELOPMENT STAGE PLAN REVIEW

The site will be platted into two lots and one outlot. Lot 1 will be 20.2 acres and used for the composting processes and will contain the stormwater retention pond and filtration basin. Lot 2 is 5.7 acres and will be for the wood processing area. The one outlot is 11.6 acres and contains the stream and wetlands on the south portion of the property.

Comprehensive Plan Consistency. The property is currently guided for Warehouse/Light Industrial land uses in Planning District No. 6 of the Comprehensive Land Use Plan. A comprehensive plan amendment to adjust the staging on this property from Expansion Area B to current Municipal Urban Service Area (MUSA) was approved by the City Council on August 18, 2025 and approved by the Metropolitan Council on November 12, 2025. The proposed preliminary plat and PUD Development Stage Plan is consistent with the recommended goals and objectives of the comprehensive plan.

Surrounding Land Uses, Zoning, and Comprehensive Plan Designation

Direction	Existing Use	Land Use Designation	Zoning
North	Existing Dunham Brothers Wood Chipping site	Office Park	OP, Office Park
South	Vacant/Agricultural – Poplar Grove Farms	Warehouse/Light Industrial	I-1, Light Industrial
East	Vacant/Agricultural – Olam Holdings	Warehouse/Light Industrial, Office Park	OP, Office Park and I-1, Light Industrial
West	Industrial Businesses	Warehouse/Light Industrial	I-1, Light Industrial

Existing Site Conditions. The site is currently undeveloped and historically used for agricultural production of row crops.

Lots/Blocks. The Dakota Waste Solutions plat proposes two lots and one outlot. The outlot is undevelopable and will be deeded to the City for protection of the stream. Both lots within the plat exceed the minimum lot area and width requirements in the underlying I-1 District as to be required by the PUD ordinance.

	Minimum Required	Lot 1	Lot 2
Lot Area	30,000 SF	20.2 acres	5.7 acres
Lot Width	100 feet	+1,000 feet	+200 feet

Setbacks. The minimum building setback requirements within the I-1 District to be required by the PUD ordinance and the applicable setbacks for structures proposed by the PUD Development Stage Plan are:

	Minimum Required	Lot 1	Lot 2
Front	40 feet	61 feet	100 feet
Side	10 feet	10+ feet	175 feet
Side	10 feet/30 feet abutting ROW	185+ feet	41 feet
Rear	30 feet	170 feet	30+ feet

Streets/Access. No new streets or pedestrian facilities are to be constructed with the proposed preliminary plat. The site will have two access points. One access will be located on the northeast corner of the site from 215th Street and will primarily be used for trucks bringing recycling and compost materials to the site and for trucks leaving with completed compost materials. There will be a truck scale installed at this access to measure the amount of product entering and leaving the site. The other access will be on the west side of the site from Kaparia Avenue and will be used by the trucks bringing wood materials to the site for recycling or away from the site for deliveries.

The city is proposing to reconstruct 215th Street adjacent to the plat, along with construction of sanitary sewer and watermain during the 2026 construction season. The half right-of-way requirement of 40-feet for the minor collector roadway is shown as being dedicated on the preliminary plat.

Parking/Drive Aisles. The setback requirements for parking lots and drive aisles is 15 feet abutting right-of-way and five feet from interior lot lines. The proposed parking and drive aisles comply with the minimum setback requirements. The proposed site plan has drive areas that cross over internal property boundaries, a cross-access agreement will be required with the final plat.

The proposed use does not have minimum parking requirements listed in city code. The site plan demonstrates parking in three different areas of the site for a total of 45 parking spaces in addition

to 38 trailer spaces. Based on the applicant's need and type of use staff recommends the proposed number of parking spaces is sufficient.

All truck queuing shall occur on-site with no truck parking, standing, or queuing allowed within the public right-of-way.

Building Materials. The exterior building materials of all structures, with the exception of those approved with the final PUD shall comply with City Code Section 11-17-9. The applicant is requesting flexibility from the exterior building material requirements to allow three hoop structures with the PUD ordinance and PUD Development stage plan approval. Hoop structures are conditionally allowed within other zoning districts based on the criteria outlined below and are compatible with industrial uses in the area. Hoop structures may be allowed subject to the applicant demonstrating the following criteria set forth in Section 11-17-9.G of the Zoning Ordinance are met:

- a. The proposed building maintains the quality in design and materials intended by this title.*
- b. The proposed building design and materials are compatible and in harmony with other structures within the district.*
- c. The justification for deviation from the requirements of this section shall not be based on economic considerations.*

The proposed hoop structures are specific to the proposed uses of the property to be allowed under the PUD ordinance. The applicant's request meets the above criteria as the structures will be made from durable, fire-rated fabric and steel framing systems and will comply with all applicable building and fire codes. The justification for deviating from the requirements is not based on economic considerations, it is due to the nature of the business and use of the structures.

Building Height. The maximum building height of any structure is 50-feet, consistent with the underlying I-1 District standards.

Odor. All food waste processing, de-packaging, and composting initiation shall occur within a structure equipped with an odor mitigation system. The composting and processing buildings maintain a negative pressure inside the building, such that all of the internal air is directed and filtered via a biological filter system to reduce odors before being emitted outdoors. No composting activities shall occur outside, and no compost shall be stored outside until the curing phase.

Mechanical Equipment. Any roof-mounted mechanical equipment must be screened if greater than three feet in height. Ground-mounted mechanical equipment must be screened with landscaping and/or fencing.

Outside Storage. Outdoor storage within the I-1 District is allowed as an accessory use and will likewise be allowed within the PUD ordinance subject to the following conditions:

1. The outdoor storage area occupies space other than a required front yard setback or side yard setback area on a corner lot except in the I-1 and I-2 districts the outdoor storage area may occupy the side yard of a corner lot or the rear yard of a double frontage lot abutting a public right of way for those streets not classified as major collector or arterial.
2. The outdoor storage area shall be fenced, screened and/or landscaped according to a plan in compliance with Section 11-21-9 of the Zoning Ordinance and subject to the approval of the zoning administrator.
3. The outdoor storage area is surfaced with asphalt, concrete or pavers with perimeter concrete curb, unless the city engineer exempts all or portions of the curb for stormwater management purposes.
4. The property stored shall not include any waste, except as provided in Section 11-16-29 of [the Zoning Ordinance].

The outdoor storage proposed with the PUD Development Stage Plan complies with the above criteria. The outdoor storage areas exceed any front yard setback requirements. The site is fenced and screened around the perimeter of the development and all outside storage areas are asphalt or concrete. The location of outdoor storage shall be limited only to the areas designated on the approved site plan.

Landscaping. For screening purposes, the site will utilize earthen berms along the north and west boundaries that are six feet tall and 40-feet wide. These berms will be planted with native plants and trees to provide additional screening. The landscape plan proposes a mix of deciduous and ornamental trees and shrubs around the north and west street frontages with the exception of the area within the gas line easement. Trees and shrubs are also provided for screening along the northeast part of the property and sporadically around the southern part of the development. The City Forester has reviewed and approved the landscape plan dated October 16, 2025.

Landscaping on site must be installed per the approved plan. The Developer must provide a security with the final plat to guarantee installation of the landscaping. Construction of the berm is required at the time of site grading and installation of plantings is to be completed prior to issuance of a Certificate of Occupancy. Prior to a final landscape inspection, an as-built landscape plan must be submitted to the city.

Signs. No signs are proposed or approved with the application. Any signs to be installed upon the property are to comply with the requirements applicable for uses within the I-1 District as provided for by the PUD Ordinance. All signs require approval of a sign permit prior to installation.

Fencing. An eight-foot, black vinyl chain link fence is proposed around the perimeter of Lots 1 and 2, Block 1. A building permit is required for any fence seven feet in height or greater. Gates accessing the site shall be set back a sufficient distance so as not to cause congestion in the public street, subject to approval of the City Engineer.

Exterior Lighting. Parking lot lighting is scattered around the site and is proposed to be mounted at a height of 30-feet, complying with code requirements. No light source or combination thereof which casts light on a public street shall exceed one foot-candle meter reading as measured at the right of way or property line. All building mounted lighting must face downward onto the structure. A photometric lighting plan for the proposed exterior lighting has been submitted and complies with the Zoning Ordinance.

Tree Preservation. A total of 93 significant trees were inventoried along the eastern edge of the property. The tree preservation plan indicates the removal of four trees and preservation of 89 trees. Additionally, the southern portion of the property is wooded, though this area is outside the construction limits it is to be protected during construction.

Grading, Drainage, Erosion Control, and Utilities. Grading, drainage and erosion control plans have been submitted with the preliminary plat. City Engineering and Environmental Resources have reviewed the civil plan set.

The stormwater runoff from the impervious areas will be collected and treated in a two-stage pond system and discharged to the West Branch South Creek in accordance with the stormwater regulation set by the city, the watershed jurisdiction, and MPCA.

The collected leachate will be used to keep the compost moisture content in check and excess leachate will be discharged to the city sanitary collection system.

A copy of the engineering report dated November 13, 2025 is attached for your review. The Engineering Division recommends approval of the preliminary plat subject to the stipulations outlined in the report.

Stormwater Maintenance Agreement. A Stormwater Maintenance Agreement will be required with the final plat for maintenance of the stormwater system on site.

Wetlands. There are wetlands on the south side of the property that require a 25-foot buffer. The site drains from northwest to southeast towards West Branch South Creek. A 50-foot buffer is required from the creek, which contains the floodplain area. The floodplain and wetlands will be preserved, and the stormwater ponding and filtration system will be located along the south edge of the development.

Park Dedication. The Comprehensive Parks, Trails, and Open Space Plan does not identify any future park land needs in the area of the plat. Park dedication will be satisfied at the time of final plat with a cash fee determined by the most recent fee schedule for industrial zoned property.

Phasing Plan. Site development, construction, and operation of the proposed facility is to be undertaken in accordance with the following timeline:

- April 2026: Begin construction of compost and food processing facility and wood processing facility.

- September 2026: Start food processing and composting.
- June 2027: Move wood processing facility from the properties immediately north at 10831 215th Street (PIDs 220360007013 and 220360006019) to the subject property and begin cleanup of food processing, composting, wood processing and related outdoor storage on north properties (PIDs 220360007013 and 220360006019).
- September 30, 2028: All wood processing, food processing, composting and all related outdoor storage and activities removed and cleaned-up on north properties (PIDs 220360007013 and 220360006019).

Final Plat/PUD Final Plan. Upon approval of a preliminary plat and PUD development stage plan for the proposed development, the developer must proceed to make application for final plat and PUD final plan approval in accordance with Section 10-2-4 of the Subdivision Ordinance and Section 11-96-15 of the Zoning Ordinance, respectively. The applications for final plat and PUD final plat approvals must be submitted within one year from the date the City Council approves the preliminary plat and PUD development stage plan or the approvals are void.

PUD Development Contract. The developer is required by Section 11-96-23.E of the Zoning Ordinance to enter into a development contract with the City prior to approval of the final plat and PUD development plan. The development contract will be drafted by the City Attorney to outline any terms specific to the PUD District and PUD development stage plan, provide for financial securities for completion of public and private improvements, and ensure completion of the development in accordance with city approvals. The development contract is to be subject to approval of the City Council.

RECOMMENDATION

Community Development Department staff recommend approval of the following requests:

- Approval of the zoning map amendment (rezoning) of the property from I-1, Light Industrial to PUD, Planned Unit Development based on the attached findings of fact and subject to the recording of the final plat and final PUD Development Plan for Dakota Waste Solutions.
- Approval of a preliminary plat for a two-lot subdivision to be known as Dakota Waste Solutions subject to the following stipulations:
 1. All written and graphic materials officially submitted to the city shall be considered as a formal agreement between the developer and the city; once approved by the City Council, no changes, modifications, or alterations shall be made to any use, structure, plan, detail, specification, or standards without prior approval of the Zoning Administrator.

2. An agreement for shared driveway access to Lots 1 and 2, Block 1 shall be established in conjunction with the recording of the final plat, subject to review and approval of the Zoning Administrator.
 3. All grading, drainage, wetland, and erosion control issues and plans shall be subject to review and approval of the City Engineer, including implementation of the recommendations listed in the November 13, 2025 engineering report.
 4. Execution of a Stormwater Maintenance Agreement shall be required between the Developer and the city for the maintenance of the stormwater system, subject to review and approval of the City Engineer.
 5. Outlot A shall be deeded to the City for stormwater management purposes.
 6. Park dedication requirements shall be satisfied by payment of a cash fee in lieu of land dedication at the time of final plat approval based on the fee schedule then in effect.
 7. The preliminary plat and PUD development stage plan shall be valid for one year from the date of City Council approval unless extended as provided for by the Subdivision Ordinance and Zoning Ordinance; prior to expiration of the preliminary plat and PUD development stage plan, the developer shall submit applications for final plat and PUD final plan approval in accordance with the provisions of the Subdivision Ordinance and Zoning Ordinance.
- Approval of a preliminary Planned Unit Development (PUD) Development Stage plan for a recycling and composting facility – including source-separated organic waste composting and wood processing and recycling capabilities subject to the following stipulations:
 1. All written and graphic materials officially submitted to the city shall be considered as a formal agreement between the developer and the city; once approved by the City Council, no changes, modifications, or alterations shall be made to any use, structure, plan, detail, specification, or standards without prior approval of the Zoning Administrator.
 2. Lots 1 and 2, Block 1 shall comply with the PUD ordinance as approved by the City Council for the development and operation of the source-separated organics processing facility.
 3. Applicant shall comply with all applicable current and future Federal, State, County, and City laws, ordinances, rules, regulations, licenses and permits including, but not limited to, those of the Minnesota Pollution Control Agency (MPCA), County, and other regulations applicable to operations at the organic recycling facility.
 4. The facility operations shall be available for inspections by authorized City inspectors within normal company working hours upon reasonable advance notice to the Applicant.

5. Plans for the type and construction of any permanent structures, including exterior materials, height, and use of hoop sheds as allowed by the PUD ordinance. shall be subject to Planning Commission review and City Council approval as part of the PUD final plan.
6. Any building mechanical equipment shall be screened as required by Section 11-21-13 of the Zoning Ordinance, subject to approval of the Zoning Administrator.
7. Landscaping shall be installed in accordance with the approved landscape plan, subject to review and approval of the City Forester.
8. The Developer shall provide a security in an amount determined by the City Forester with the final plat and PUD final plat to guarantee installation of the landscaping.
9. Construction of the screening berm shall begin at the time of site grading and installation of all plantings shall be completed prior to issuance of a Certificate of Occupancy.
10. Prior to a final landscape inspection by the City Forester, an as-built landscape plan must be submitted to the city.
11. Exterior lighting shall comply with Section 11-16-17 of the Zoning Ordinance.
12. Any signs installed upon the property shall comply with Chapter 23 of the Zoning Ordinance and shall require a sign permit approved by the Zoning Administrator prior to placement.
13. All fences shall comply with Section 11-21-5 of the Zoning Ordinance, including issuance of a fence permit or building permit prior to construction, as applicable.
14. All grading, drainage, wetland, and erosion control issues and plans shall be subject to review and approval of the City Engineer, including implementation of the recommendations listed in the November 13, 2025 engineering report.
15. Execution of a Stormwater Maintenance Agreement shall be required between the Developer and the city for the maintenance of the stormwater system, subject to review and approval of the City Engineer.
16. The site and buildings shall be developed in accordance with the following schedule:
 - a. April 2026: Begin construction of compost and food processing facility and wood processing facility.
 - b. September 2026: Start food processing and composting.
 - c. June 2027:
 - (1) Move wood processing use from PID 220360007013 and PID 220360006019 to the subject property.
 - (2) Begin cleanup of food processing, composting, wood processing, and all related outdoor storage on PID 220360007013 and PID 220360006019.

- d. September 30, 2028: All wood processing, food processing, composting and all related outdoor storage and other activities shall have been removed and the site restored on PID 220360007013 and PID 220360006019).
- 17. Applicant shall enter into a PUD Development Contract and related agreements with the City subject to review by the City Attorney and approval of the City Council prior to approval of a final plat or PUD final plan.
- 18. The preliminary plat and PUD development stage plan shall be valid for one year from the date of City Council approval unless extended as provided for by the Subdivision Ordinance and Zoning Ordinance; prior to expiration of the preliminary plat and PUD development stage plan, the developer shall submit applications for final plat and PUD final plan approval in accordance with the provisions of the Subdivision Ordinance and Zoning Ordinance.



Memorandum

To: Heather Botten, Senior Planner

From: Jon Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks & Recreation Director

Copy: Zach Johnson, City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official
Tina Goodroad, Community Development Director

Date: November 13, 2025

Subject: Dakota Waste Solutions

- Preliminary Plat Review
- Preliminary Grading and Erosion Control Plan Review
- Preliminary Landscaping Plan Review
- Preliminary Utility Plan Review

BACKGROUND

Dakota Waste Solutions, LLC representatives have submitted a preliminary plat named Dakota Waste Solutions along with preliminary plans to construct a composting facility on 2 lots within 1 block and 1 outlot on 37.5 acres. The parent parcel consists of one metes and bounds parcel (PID No. 220360076010), zoned I-1, Light Industrial District.

The proposed development is located south of and adjacent to 215th Street, east of and adjacent to Kaparia Ave, and adjacent to and including the West Branch of South Creek on the south end of the plat.

The outlot created with the preliminary plat shall have the following use:

Outlot A: Creek/natural drainageway; to be deeded to the City (11.6 acres)

The proposed development will be completed by:

Developer:	Dakota Waste Solutions, LLC
Engineer/Surveyor:	Kimley-Horn

SITE CONDITIONS

The existing parcel consists of one metes and bounds parcel (PID No. 220360076010). The site consists of undeveloped agricultural land. The site is located within the South Creek Stormwater District generally draining northwest to southeast. The northeast of the site has an existing semi-trailer lot that will be removed with the final plat. There is a gas easement bisecting the site from the northwest to the east terminus of the platted area. There is an overhead electrical line along the western plat boundary.

STREET AND SUBDIVISION LAYOUT

215th Street

Dakota Waste Solutions is located south of and adjacent to 215th Street, a minor collector roadway as identified in the City's Transportation Plan. 215th Street is currently constructed as a rural road section with gravel surface. The city is proposing reconstructing 215th Street adjacent to the plat area with construction of sanitary sewer and watermain as well as construction of an urbanized road section with bituminous surfacing within the 2026-2030 CIP, planned for 2026 construction. The half right-of-way requirement of 40-feet for the minor collector roadway is shown as being dedicated on the preliminary plat.

Kaparia Avenue

Dakota Waste Solutions is located east of and adjacent to Kaparia Avenue, a minor collector roadway as identified in the City's Transportation Plan. Kaparia Avenue is currently constructed as a rural road section with gravel surface. The half right-of-way requirement of 40-feet for the minor collector roadway shall be shown on the preliminary plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and street construction shall be limited to minimize impacts to city capital improvement project construction and city roadway maintenance.

PARKS, TRAILS AND SIDEWALKS

The Park Dedication requirement for the parent parcel has not been paid and will be calculated and satisfied through a cash contribution with the final plat.

UTILITIES

SANITARY SEWER

Dakota Waste Solutions is located within subdistrict SC-10430 of the South Creek sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed via sanitary sewer planned to be constructed with the city reconstruction of 215th Street and ultimately directed to the Empire Treatment Facility via the MCES Elko/New Market Interceptor monitored by meter M649.

Dakota Waste Solutions includes the construction of privately owned and maintained sanitary sewer. 8-inch sanitary sewer will be connected to the public sanitary sewer once constructed on 215th Street.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and will be required with the building permit. The fee will be based on the rate in effect at the time of final plat approval.

WATERMAIN

Development of Dakota Waste Solutions includes the construction of privately owned and maintained watermain. Two 10-inch watermains will be connected to the public watermain once constructed on 215th Street.

Undergrounding

Overhead electric service lines and poles are located along the east side of Kaparia Avenue within the western preliminary plat area. The Developer is required to remove the poles and place the service utilities underground with the final plat, consistent with the City's Public Ways and Property Ordinance.

DRAINAGE AND GRADING

Dakota Waste Solutions is located within subdistrict SC-187 of the South Creek stormwater district as identified in the City's Water and Natural Resources Management Plan.

Development of Dakota Waste Solutions includes the construction of one privately owned and maintained stormwater management system to collect and treat the stormwater runoff generated from the site. The privately owned and maintained system ultimately drain to West Branch South Creek. A sight specific stormwater maintenance agreement will be approved with the final plat that will identify inspections, maintenance schedule and reporting need for the

private stormwater system. The Developer shall submit an approved final stormwater management plan for the site prior to recording of the Dakota Waste Solutions final plat. The Developer shall submit an approved final grading plan prior to recording of the Dakota Waste Solutions final plat and issuance of a grading permit.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building Certificate of Occupancies will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

Dakota Waste Solutions 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 Dakota Waste Solutions includes the construction of a privately owned and maintained storm sewer system. Storm sewer will be installed within the subdivision to collect and convey stormwater runoff to the privately owned and maintained basins. The filtration basin will have a privately owned and maintained storm sewer outlet to West Branch South Creek.

The Storm Sewer Charge has not been collected on the parent parcel and will be required with the final plat. The fee will be based on the rate in effect at the time of final plat approval.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

FEMA FLOODPLAIN ANALYSIS

Dakota Waste Solutions is located within areas shown on the Flood Insurance Rate Map (Map No. 27037C0193E) primarily as Zone X and is identified as Zone AE along the south end of the plat as determined by FEMA (Map number 27037C0214E). Based on this designation, the southern portion within the plat is located within a Special Flood Hazard Area (SFHA). No buildings or grading is being proposed within the SFHA.

WETLANDS

A wetland delineation was completed for the site. The Notice of Application was sent out 06/16/2021. No adverse comments were received. Based on the information provided in the

report dated 05/12/2021 and site visit, the wetland delineation for the area outlined in the report has been determined to be acceptable for use in implementing the Wetland Conservation Act.

There are no impacts proposed to wetlands on the site or the Vermillion River Watershed Tributary Corridor. All wetlands, waterways and buffers will be placed in a city owned outlot during final plat. Any buffers that were previously disturbed will require to be established with native vegetation.

TREE PRESERVATION

The tree preservation plan identifies 93 significant trees within the project limits. Of these, 4 are proposed to be removed with the remaining 89 trees to be saved. In addition, as noted on the tree preservation plan, the wooded area south of the project limits was not surveyed and all trees within the area are to be protected. The removal of any tree(s) to be saved will require the planting of two trees for each tree removed.

Tree protection measures are to be installed prior to, and maintained throughout, construction.

LANDSCAPE PLAN

The landscape plan proposes a mix of trees and shrubs to provide screening along the north and west street frontages, to the southwest of the proposed processing building, around the storm pond at the southeast corner of the site, as well as along the east property line. The landscape must be installed per the approved plans and an as-built landscape plan is to be submitted to the city prior to the final landscape inspection.

EROSION CONTROL

The Developer is responsible for obtaining a 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.

Redundant silt fence is required along all wetlands and waterways that do not have a 50-foot established buffer. Additional erosion control measures may be required during construction as deemed necessary by City staff or the Vermillion River Watershed JPO. Any additional measures required shall be installed and maintained by the developer.

RECOMMENDATION

Engineering recommends approval of the Dakota Waste Solutions preliminary plat, preliminary erosion control plan and grading plan, preliminary utility plan, and preliminary landscape plan subject to the requirements and stipulations within this report.

through this addition so it is signed the same. Ms. Jensen 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

acres in area, including right-of-way, and currently used for agricultural purposes and semi-trailer storage in the northeast corner. Two natural gas pipelines cross diagonally through the northern part of the property. Dakota Waste Solutions is proposing an approximately 32-acre recycling and composting facility that will include source-separated organic material (SSOM). The proposed recycling uses will be moved from the property immediately north of 215th Street to this site, operating within structures and under more formal review and approvals than exist today.

The goal of the proposed development is to be a “zero-waste processing facility”. While some materials that enter the site will ultimately be discarded, the intent of the facility is to process all the materials that are brought to the site into useful products. This will ease the burden on landfills as many tons of materials that would otherwise be disposed of in a landfill will now be re-used after some processing at the facility.

The site contains food and yard waste processing facilities. Food waste that will be brought to this site will be sorted at the source and will be limited to certain types of material listed in the attached PUD ordinance. The list includes, but not limited to, items such as fruits, vegetables, garden waste, and cooked meat. The City and Minnesota Pollution Control Agency (MPCA) shall be notified a minimum of 30 days prior to any change to the list of accepted materials at this facility.

The Dakota Waste Solutions preliminary plat and PUD development plans have been reviewed by Community Development, Engineering, Environment Resources Division, and the City Forester, as well as Barr Engineering for stormwater review. In addition to needing approval from the city, the Dakota Waste Solutions facility shall obtain and maintain a Dakota County License for a Solid Waste Composting Facility and MPCA permits, including any required permit(s) for a Source-Separated Organic Material Compost Facility.

A final PUD plan, final plat and related agreements will be required before development activities begin. Community Development department staff recommend approval.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Swenson to close the public hearing at 6:46 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Swaney expressed appreciation for the in-depth presentation.
- Commissioner Swenson expressed support for the project. He inquired about the reason why there cannot be any paving over the gas pipeline until it is replaced. Mr. Brandt stated the north line has been there since 1954 and the gas company stated the gas line will be replaced within two years, requesting that it not be paved over until the pipeline has been replaced. Commissioner Swenson asked if in the interim there would be gravel over the pipeline, and would that require a modification of the PUD to allow that timing and sequencing. Ms.

Goodroad stated some language can be added to that effect before this goes to City Council. Regarding fencing that can't go over the pipeline easement, will there be another set of gates at that access between the north access and the west. Mr. Brandt stated the MPCA requires compost facilities to be fenced.

- Commissioner Swenson inquired how the finished product, much of which will be compostable material, will be hauled out. Mr. Brandt stated there will be end users purchasing it and bagging it for sale.
- Commissioner Swenson asked if there are any restrictions on the color of the hoop structures. Ms. Goodroad stated that neutral colors could be added to the requirements.

Motion was made by Swenson, seconded by Swaney to recommend to City Council approval of the Zoning Map Amendment of the property from I-1, Light Industrial District to PUD, Planned Unit Development District based on the findings of fact dated November 20, 2025 subject to the recording of the final plat and final PUD Development Plan for Dakota Waste Solutions; and approval of the preliminary plat for a two-lot subdivision, and approval of a preliminary PUD Development Stage plan for a recycling and composting facility – including source-separated organic waste composting and wood processing and recycling capabilities subject to the following stipulations:

- Preliminary plat stipulations:
 1. All written and graphic materials officially submitted to the city shall be considered as a formal agreement between the developer and the city; once approved by the City Council, no changes, modifications, or alterations shall be made to any use, structure, plan, detail, specification, or standards without prior approval of the Zoning Administrator.
 2. An agreement for shared driveway access to Lots 1 and 2, Block 1 shall be established in conjunction with the recording of the final plat, subject to review and approval of the Zoning Administrator.
 3. All grading, drainage, wetland, and erosion control issues and plans shall be subject to review and approval of the City Engineer, including implementation of the recommendations listed in the November 13, 2025 engineering report.
 4. Execution of a Stormwater Maintenance Agreement shall be required between the Developer and the city for the maintenance of the stormwater system, subject to review and approval of the City Engineer.
 5. Outlot A shall be deeded to the City for stormwater management purposes.
 6. Park dedication requirements shall be satisfied by payment of a cash fee in lieu of land dedication at the time of final plat approval based on the fee schedule then in effect.
 7. The preliminary plat and PUD development stage plan shall be valid for one year from the date of City Council approval unless extended as provided for by the Subdivision Ordinance and Zoning Ordinance; prior to expiration of the preliminary plat and PUD development stage plan, the developer shall submit applications for final plat and PUD

final plan approval in accordance with the provisions of the Subdivision Ordinance and Zoning Ordinance.

- Preliminary Planned Unit Development (PUD) Development Stage plan stipulations:
 1. All written and graphic materials officially submitted to the city shall be considered as a formal agreement between the developer and the city; once approved by the City Council, no changes, modifications, or alterations shall be made to any use, structure, plan, detail, specification, or standards without prior approval of the Zoning Administrator.
 2. Lots 1 and 2, Block 1 shall comply with the PUD ordinance as approved by the City Council for the development and operation of the source-separated organics processing facility.
 3. Applicant shall comply with all applicable current and future Federal, State, County, and City laws, ordinances, rules, regulations, licenses and permits including, but not limited to, those of the Minnesota Pollution Control Agency (MPCA), County, and other regulations applicable to operations at the organic recycling facility.
 4. The facility operations shall be available for inspections by authorized City inspectors within normal company working hours upon reasonable advance notice to the Applicant.
 5. Plans for the type and construction of any permanent structures, including exterior materials, height, and use of hoop sheds as allowed by the PUD ordinance, shall be subject to Planning Commission review and City Council approval as part of the PUD final plan.
 6. Any building mechanical equipment shall be screened as required by Section 11-21-13 of the Zoning Ordinance, subject to approval of the Zoning Administrator.
 7. Landscaping shall be installed in accordance with the approved landscape plan, subject to review and approval of the City Forester.
 8. The Developer shall provide a security in an amount determined by the City Forester with the final plat and PUD final plat to guarantee installation of the landscaping.
 9. Construction of the screening berm shall begin at the time of site grading and installation of all plantings shall be completed prior to issuance of a Certificate of Occupancy.
 10. Prior to a final landscape inspection by the City Forester, an as-built landscape plan must be submitted to the city.
 11. Exterior lighting shall comply with Section 11-16-17 of the Zoning Ordinance.
 12. Any signs installed upon the property shall comply with Chapter 23 of the Zoning Ordinance and shall require a sign permit approved by the Zoning Administrator prior to placement.
 13. All fences shall comply with Section 11-21-5 of the Zoning Ordinance, including issuance of a fence permit or building permit prior to construction, as applicable.

14. All grading, drainage, wetland, and erosion control issues and plans shall be subject to review and approval of the City Engineer, including implementation of the recommendations listed in the November 13, 2025 engineering report.
15. Execution of a Stormwater Maintenance Agreement shall be required between the Developer and the city for the maintenance of the stormwater system, subject to review and approval of the City Engineer.
16. The site and buildings shall be developed in accordance with the following schedule:
 - a. April 2026: Begin construction of compost and food processing facility and wood processing facility.
 - b. September 2026: Start food processing and composting.
 - c. June 2027:
 - (1) Move wood processing use from PID 220360007013 and PID 220360006019 to the subject property.
 - (2) Begin cleanup of food processing, composting, wood processing, and all related outdoor storage on PID 220360007013 and PID 220360006019.
 - d. September 30, 2028: All wood processing, food processing, composting and all related outdoor storage and other activities shall have been removed and the site restored on PID 220360007013 and PID 220360006019).
17. Applicant shall enter into a PUD Development Contract and related agreements with the City subject to review by the City Attorney and approval of the City Council prior to approval of a final plat or PUD final plan.
18. The preliminary plat and PUD development stage plan shall be valid for one year from the date of City Council approval unless extended as provided for by the Subdivision Ordinance and Zoning Ordinance; prior to expiration of the preliminary plat and PUD development stage plan, the developer shall submit applications for final plat and PUD final plan approval in accordance with the provisions of the Subdivision Ordinance and Zoning Ordinance.

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

Nays: 0

There being no further business, the meeting was adjourned at 6:54 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder



Dakota Waste
Solutions

City of Lakeville
Location Map
EXHIBIT A

PLANNED UNIT DEVELOPMENT MEMORANDUM

To: City of Lakeville

From: Mike Brandt, P.E.
Kimley-Horn and Associates, Inc.

Date: July 2, 2025

Subject: PUD for Dakota Waste Solutions Source-Separated Organic Material Composting Facility, Lakeville, MN

Dakota Waste Solutions is requesting that their property on the southeast corner of 215th Street West and Kaparia Avenue be considered for a Planned Unit Development. The intent of this document is to describe the rules governing the proposed PUD, where they deviate from the current zoning rules, and why the proposed use for this property adheres to the City of Lakeville's development goals. It will describe the existing conditions of the site, the allowed uses for the proposed development, and the utilities to be installed on the site. This PUD Memo should be used in conjunction with the SSOM Compost Facility Permit governed by the Minnesota Pollution Control Agency (MPCA) for the complete rules governing the proposed development.

PROPOSED DEVELOPMENT OVERVIEW

Dakota Waste Solutions is proposing to construct a wood recycling and source-separated organic material (SSOM) composting facility on their property located on the southeast corner of 215th Street West and Kaparia Avenue. The development will initially consist of four buildings, a truck weighing area with scale house, a trailer parking area, areas to store composting components and materials, an area to distribute finished materials, and stormwater management features. Three of the four buildings will be of hoop shed construction, and consist of the following uses:

- Two (2) Wood Recycling Buildings (15,000 SF / building)
- An In-vessel Composting Building (21,225 SF)

The other building is the Processing Building (21,225 SF), used to facilitate food storage / truck deliveries, de-packaging, mixing, and composting start-up processes.

The other areas on the site include a Finished Compost Storage area (15,750 SF), the Yard Waste and Wood Chip Storage Area (21,800 SF), and the Composting Curing Area (11,200 SF)

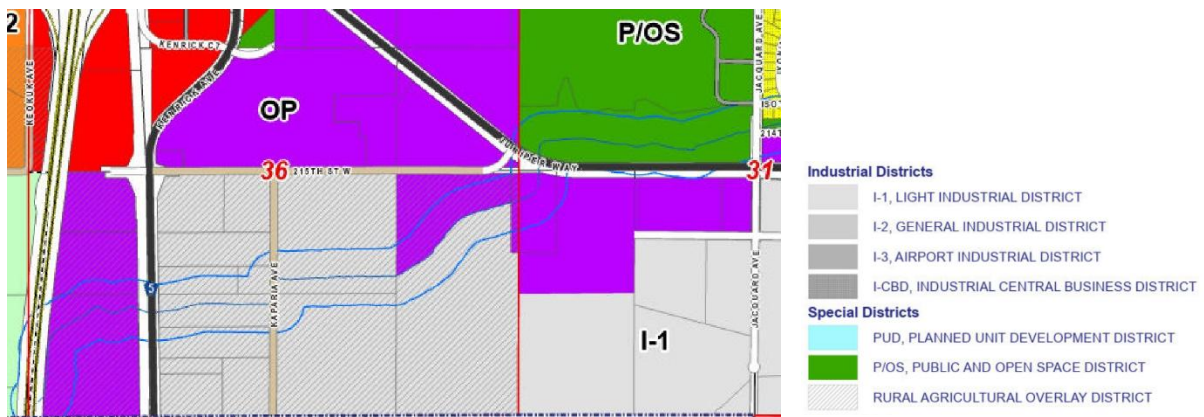
The property will also be developed for future expansion, reserving room for more in-vessel composting area and two other future buildings.

EXISTING PROPERTY

The property is located on the southeast corner of 215th Street W and Kaparia Avenue. The properties to the west and north are currently used for industrial purposes, while the properties to the east and south are currently agricultural fields. The property is 39.89 acres in size and is currently used for agricultural purposes. Two natural gas pipelines cross diagonally through the northeast corner of the property. The site also contains culverts to allow for stormwater drainage and has overhead electric and fiber utilities on the west and north sides of the property. The southern portion of the property is not developable due to two wetlands and a protected stream, a part of the West Branch South Creek, that crosses west to east through the property.

Existing Zoning

The property is currently zoned as I-1, Light Industrial District with a Rural Agricultural Overlay District. The permitted uses for a Light Industrial District are as follows:



The purpose of the I-1 district is to provide for the establishment of warehousing and light industrial development. The overall character of the I-1 district is intended to have an office/warehouse character, thus industrial uses allowed in this district shall be limited to those which can compatibly exist adjacent to both lower intensity business uses and high intensity manufacturing uses.

Title 11, Chapter 86, Section 1

The Rural Agricultural Overlay zoning prohibits urban uses on this property until sanitary and water utility services are available for the property.

The properties to the north and east of the site are zoned as OP, Office Park District. The properties to the west and the south are zoned as I-1, Light Industrial District.

2040 Land Use Plan

The City of Lakeville has determined that the property will be used for Warehouse / Light Industrial purposes in the 2040 Land Use Plan. This is consistent with the current zoning of the site. The zoning for the properties to the north, east, south, and west are unchanged from their current zoning in the 2040 Land Use Plan.

PROPOSED DEVELOPMENT

Dakota Waste Solutions is proposing an approximately 32 acre recycling and composting facility that will include source-separated organic waste composting and wood processing and recycling capabilities. Each of the buildings on the site are critical to the recycling and composting processes on the site. The wood recycling and processing facility will be located on the northwestern corner of the site and will consist of two 15,000 SF hoop sheds. Yard waste will be collected and stored on the SE portion of the site on a 21,800 SF Class V pad. Food materials will be collected at the center of the property in the 21,225 SF Processing Building.

The site will have access from 215th Street W from the north and from Kaparia Avenue from the west. A truck scale will be located at the northern entrance of the property. Landscaped berms will be installed along the perimeter of the site that borders the City's Right-Of-Way for screening purposes. A small stormwater management area will be located on the northeast portion of the site, and the primary stormwater management area will be located on the southeast portion of the site.

Proposed Use

The intended purpose of an I-1 zoning district is to establish warehousing and light industrial development. Properties in this zoning district are intended to have an office/warehouse character with lower intensity business uses and high intensity manufacturing uses. The proposed use for this PUD aligns with this purpose. While the site will not be used for manufacturing in a traditional sense, it will be used to produce goods that will be sold to other businesses. Materials for composting and processing will be brought to the site by trucks operated by the facility owner or their clients. Completed materials will be hauled away from the site on trucks for delivery. Individuals will not be allowed to drop materials at the site, nor purchase finished materials.

The goal of the proposed development is to be a "zero-waste processing facility". While some materials that enter the site will ultimately be discarded, the intent of the facility is to process all the materials that are brought to the site into useful products. This will ease the burden on landfills as many tons of materials that would otherwise be disposed of in a landfill, will now be re-used after some processing at the facility.

The wood processing and recycling operation will take in trees; scrap lumber from manufacturing facilities that has not been stained, treated, or painted; and used pallets. The wood materials will be grinded into animal bedding and furnace pellets. The wood material that is not suitable for this use will be used in the composting process. Trucks delivering the wood materials will utilize the west access

from Kaparia Avenue. The collection and processing of the wood materials will occur at the two 15,000 SF hoop sheds located on the northwest portion of the site.

Yard waste will be collected and stored on the eastern portion of the site on a 21,800 SF Class V pad. Wood material to be used in the composting process will also be stored here. The yard waste allowed for collection will consist of grass clippings, leaves, garden waste, and tree branches.

Food waste will be collected at the center of the site and will be sorted and separated upon collection. The trucks delivering the food waste will utilize the northern entrance off 215th Street W and will be weighed upon entering and exiting. Please reference the SSOM Permit that is governed by the MPCA, which will be supplied to the City as part of the PUD documentation, for further information on the facility operations regarding food waste. The following food waste will be collected at this facility:

- Fruit and Vegetables (Raw, Canned, and Pre-packaged)
- Yard Waste (grass clippings, leaves, garden waste, and tree branches)
- Cooked Meat (contained in pre-packaged salads) – 5% of total food waste, maximum
- Source Separate Organics (SSO)
- Dairy, cheese, and bread products that are mixed with other grocery products – 5% by weight, maximum
- Manure waste that is mixed with yard waste – 20% by weight, maximum

Materials that will not be accepted at this facility include:

- Raw meat and fish
- Milk, ice cream, and cheese
- Bread
- Brewer's yeast
- Manure
- Liquid products
- Used food containers
- Tree stumps
- Large amounts of cardboard
- Paper

This project will be phased over time, but initially the site will be designed to process approximately 15,500 tons of food waste annually, 1,300 tons per month, and up to 65 tons a day. The amount of yard waste required to compost this amount of food waste can vary depending on the food waste quality, amount of wood chips used, and type of yard waste available. It is anticipated that this facility will initially process up to 3,000 tons of yard waste annually. The facility will be initially planned to process 4,800 tons of wood waste annually. Additionally, it is estimate that approximately 4,200 tons of metals, cardboard, and plastics will be recycled from this facility annually.

The ultimate capacity of the site with the future composting expansion areas constructed will be:

- 72,000 tons of food waste annually
- 13,500 tons of yard waste annually
- 22,000 tons of wood waste annually
- 10,000 tons of cardboard, metals, and plastics annually.

Proposed Platting

The site will be platted into two lots and two outlots. One lot will be for the composting processes and will be 16.6 acres. The other lot will be for the wood processing area and will be 5.7 acres. One outlot will contain the stormwater retention pond and filtration basin and will be 5.5 acres. The other outlot will contain the stream and wetlands on the south portion of the site and will be 9.8 acres.

Future Expansion

The site will be designed for future expansion of the composting and recycling capabilities of the site to allow for increasing the amount of material that can be processed onsite. Future uses for the site may also include the sale of completed compost and process wood materials. Individuals will not be allowed to dump materials on the site for processing.

Site Access

The site will have two access points. One access will be located on the northeast corner of the site from 215th Street W and will primarily be used for trucks bringing recycling and compost materials to the Composting Start Up Building and for trucks leaving with completed compost materials. There will be a truck scale installed at this access to measure the amount of product entering and leaving the site.

The other access will be on the west side of the site from Kaparia Avenue and will be used by the trucks bringing wood materials to the site for recycling or away from the site for deliveries.

Parking Requirements

The proposed development is initially not intended to allow individuals to visit and perform business on the site. Therefore, the only parking to be constructed initially is for the employees that will be working on the site. As such, 17 parking stalls will be constructed on the site for employees working at the recycling and composting facility. Additional employee parking will be available in the Trailer Parking Area, where truck drivers can park their vehicles in unused trailer parking spaces or in the parking space of the trailer they are using for their work that day.

The minimum parking area and drive setbacks as described in Title 11, Chapter 19 of the City Code are:

Parking Area and Drive Setbacks	
Setback From	Setback (feet)
Private drives	15
Front yard and side yard abutting a street setback of parking drive to lot line	15
Interior side and rear yard setback of parking to lot line	5

The site will have off-street loading areas for trucks to unload materials brought to the site or to be loaded for distribution of the finished product. The minimum off-street loading area setbacks as described in Title 11, Chapter 20 of the City Code are:

Loading Setback Requirements	
Setback From	Setback (Feet)
Private drives	15
Front yard and side yard abutting a street setback of parking and drive to lot line	15
Interior side and rear yad setback of parking to lot line	5

The proposed PUD will adhere to more strict setbacks than those imposed by the City Code. The following parking area and drive and off-street loading setback requirements:

Parking Area and Drive and Off-Street Loading Setbacks	
Setback From	Setback (feet)
Private drives	67
Front yard and side yard abutting a street setback of parking drive to lot line	67
Interior side and rear yard setback of parking to lot line	40

Building Setbacks and Building Heights

The minimum building setback requirements for structures in I-1 zoning districts are:

Required Minimums		
Lot Width	100 feet	
Setbacks	Front yards	40 feet
	Rear yards	30 feet
	Side yards	10 feet on any one side 30 feet on the side yard abutting a street

The proposed PUD will adhere to more strict building setbacks:

Required Minimums		
Lot Width	100 feet	
Setbacks	Front yards	67 feet
	Rear yards	40 feet
	Side yards	40 feet

The maximum allowed height for any building constructed on this property will be 50 feet, which matches the City Code for I-1 zoning districts.

Building Requirements

The buildings located on the property should be uniform in appearance and must maintain similar design aesthetics to the other buildings on the property.

Landscaping/Fencing/Screening Requirements

Screening and landscaping for this PUD will be more strict than that described Title 11, Chapter 21 of the City of Lakeville Code of Ordinances. The initial development of the site will utilize earthen berms on the two public street facing sides of the site that are 6 feet tall and 40' wide. These berms will be planted with native plants and trees to provide further screening. The trees will be planted per the City requirements, with deciduous trees being spaced 40 feet apart or less and evergreen trees being spaced 15 feet apart or less.

UTILITIES

Stormwater Treatment Requirements

The stream on the south side of the site is part of South Creek. This stream is a sensitive waterbody as it is part of the trout stream system located throughout this region. The stormwater management

system will be designed to minimize the impact to the stream per the direction provided in the Minnesota Stormwater Manual. Part of this protection is maintaining a 50' buffer that prohibits disturbance on either side of the stream. In addition to the 50' stream buffer, two 25' wetland buffers further prohibit development on the south side of the site.

The site will be permitted to meet the requirements of the City of Lakeville and the Vermillion River Watershed Joint Power Organization (VRWJPO). Stormwater will primarily be collected with catch basins around the site and piped to the stormwater management area located on the southeast side of the site. A wet pond will be provided at each inlet that to this stormwater management area that distributes untreated stormwater for pre-treatment. The inlet that enters directly into the filtration basin is from another stormwater feature and will have been pretreated. The stormwater that gets routed to these wet ponds will then flow into a filtration basin, where the water will be filtered and discharged to the stream to the south.

The Trailer Parking Area on the northeast side of the site will surface drain to a stormwater pretreatment area located in between the parking area and the truck weigh station. The stormwater that enters this basin will be routed to the larger stormwater management area in the southeast for treatment.

Water

Water service for the site will be provided from a connection to a new water main to be installed in 215th Street W. A 10" pipe will be routed to the proposed development and will supply fire and domestic water for the property. Domestic and fire water services are to be extended to the various buildings as required. A fire water loop will extend throughout the site with fire hydrants installed at appropriate intervals to provide coverage for each building on the site. Water service stubs will be provided for the two future buildings.

Sanitary Sewer

Sanitary sewer service will be provided from the Processing Building and the in-vessel composting areas. The sanitary main trunk line from the site will connect to a new public sanitary sewer main located in 215th Street W. Sanitary service stubs will be provided for future buildings and composting area expansions.

The sanitary sewer services from the in-vessel composting area will lead to a 5,000 gallon Leachate Collection Tank located near the In-Vessel Composting Hoop Shed. The sanitary services from the Processing Building will be used to collect leachate in a 20,000 gallon underground tank located near the Building as well as provide a typical sanitary service for domestic sanitary services. The leachate from either tank will either be reused in the composting process or disposed of into the sanitary sewer line.

Dry Utilities

Electric, gas, fiber optics, telephone, and other small utilities will be installed onsite to serve the various buildings on the property. The utilities will be buried underground and will extend from the nearest connection point in either 215th Street W or Kaparia Avenue.

We appreciate your consideration of rezoning this property to a PUD. Please contact us with any questions you may have as we welcome your feedback on this matter.

Sincerely,

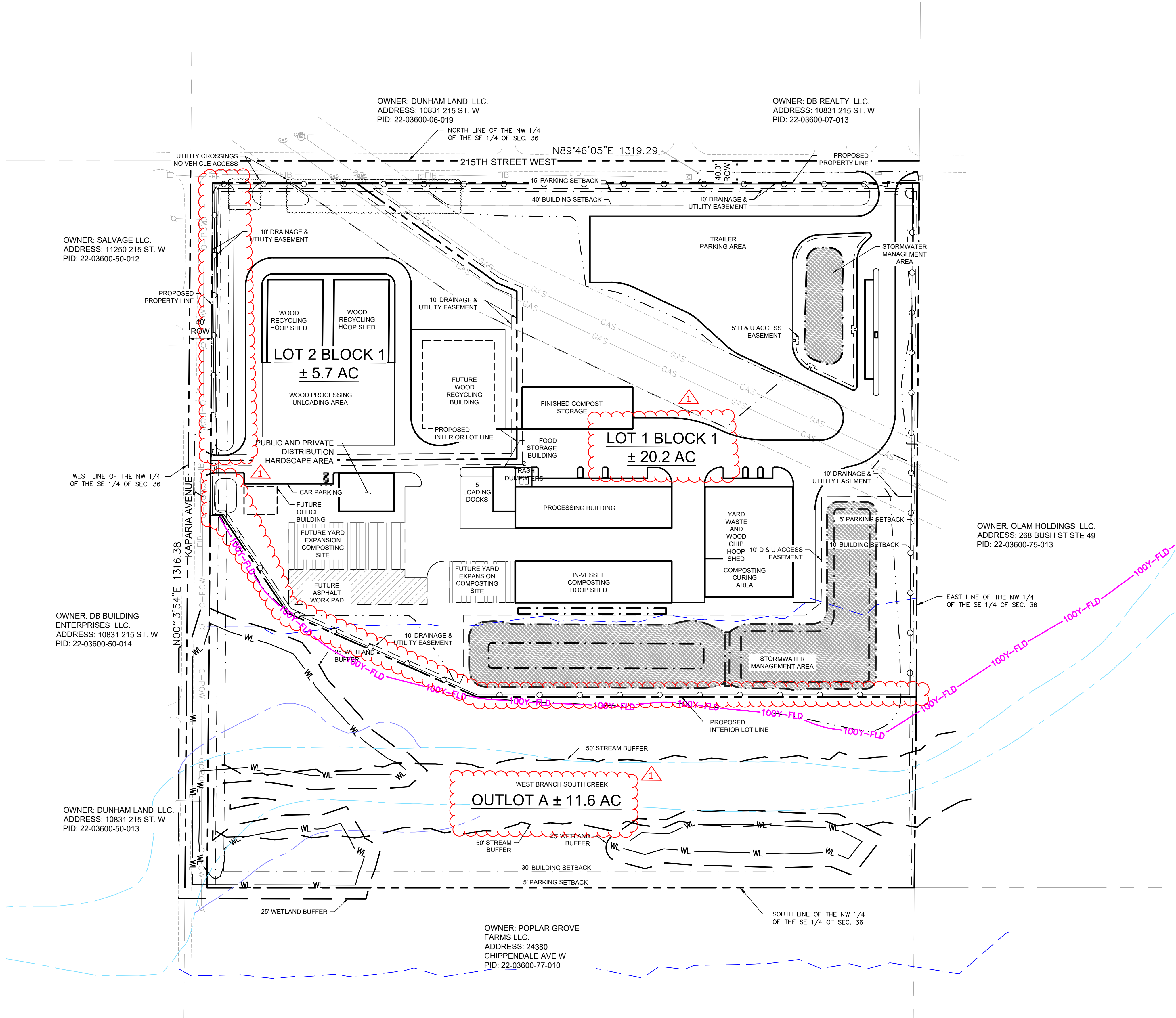


Michael C. Brandt, PE

Associate

Kimley-Horn and Associates.

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LEGEND

- PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPERTY SETBACK
- PROPOSED EASEMENT
- LIMITS OF DISTURBANCE
- WL EXISTING WETLAND
- WETLAND / STREAM BUFFER
- FEMA REGULATORY FLOODWAY
- FEMA AE FLOOD ZONE

LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 114, RANGE 21

EXISTING DEVELOPMENT PROPERTY SUMMARY

DISTURBED AREA	23.9 AC / 1,039,691 SF
EXISTING IMPERVIOUS AREA	0 AC / 0 SF / 0.0%
EXISTING PERVIOUS AREA	23.9 AC / 1,039,691 SF / 100.0%
PROPOSED IMPERVIOUS AREA	10.8 AC / 470,101 SF / 45.2%
PROPOSED PERVIOUS AREA	13.1 AC / 569,590 SF / 54.8%
NET INCREASE IN IMPERVIOUS AREA	10.8 AC / 470,101 SF
AREA OF WETLAND IMPACT	0 AC

PROPERTY SUMMARY

TOTAL PROPOSED PROPERTY AREA	37.5 AC / 1,633,953 SF
LOT 1 BLOCK 1 AREA	20.2 AC / 881,097 SF
LOT 2 BLOCK 1 AREA	5.7 AC / 247,013 SF
OUTLOT A	11.6 AC / 505,843 SF
LOT 1 BLOCK 1 IMPERVIOUS AREA	7.6 AC / 332,667 SF / 38.0%
LOT 1 BLOCK 1 PERVIOUS AREA	12.6 AC / 548,430 SF / 62.0%
LOT 2 BLOCK 1 IMPERVIOUS AREA	2.8 AC / 120,196 SF / 49.0%
LOT 2 BLOCK 1 PERVIOUS AREA	2.9 AC / 126,817 SF / 51.0%
OUTLOT A IMPERVIOUS AREA	0.0 AC / 0 SF / 0.0%
OUTLOT A PERVIOUS AREA	11.6 AC / 505,843 SF / 100.0%
AREA OF WETLAND IMPACT	0 AC

SITE DATA

EXISTING ZONING	LIGHT INDUSTRIAL DISTRICT (I-1), RURAL AGRICULTURAL OVERLAY
PROPOSED ZONING	LIGHT INDUSTRIAL PUD
PROPOSED LAND USE	INDUSTRIAL / RECYCLING
PARKING SETBACKS	FRONT / SIDE (ABUTTING STREET) = 15' SIDE / REAR = 5'
BUILDING SETBACKS	FRONT = 40' SIDE (ABUTTING STREET) = 30' SIDE = 10' REAR = 30'

BUILDING DATA

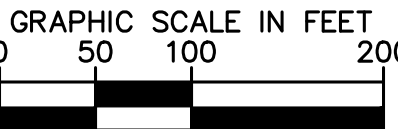
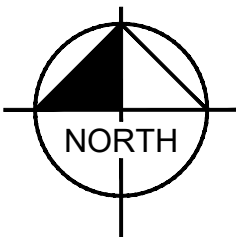
TOTAL BUILDING AREA	126,937± SF
LOT 1 BLOCK 1 BUILDING AREA	102,512± SF
LOT 1 BLOCK 2 BUILDING AREA	24,425± SF
PERCENT OF TOTAL PROPERTY AREA	7.7±%
MAXIMUM BUILDING HEIGHT	50 FT

PARKING SUMMARY

TOTAL PROPOSED PARKING	17 SPACES
TOTAL PROPOSED TRAILER PARKING	38 SPACES
REQUIRED ACCESSIBLE PARKING	1 STANDARD SPACES 1 VAN ACCESSIBLE
PROPOSED ACCESSIBLE PARKING	1 STANDARD SPACES 1 VAN ACCESSIBLE



Know what's below.
Call before you dig.



CITY COMMENTS	10/16/2025	JSO
No.		
REVISIONS		
DATE		
BY		

Kimley»Horn

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767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-945-4197
WWW.KIMLEY-HORN.COM

KIMLEY-HORN AND ASSOCIATES, INC.
WE OR UNDER MY DIRECT SUPERVISION AND CONTROL, I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
MICHAEL C. BRANDT
DATE: 07/02/2025 LIC. NO. 42681

KHA PROJECT	161140001
DATE	10/16/2025
SCALE	AS SHOWN
DESIGNED BY	MLS
DRAWN BY	AJE
CHECKED BY	MCB

PRELIMINARY PLAT

DAKOTA WASTE SOLUTIONS
PREPARED FOR
DAKOTA WASTE SOLUTIONS, LLC
LAKEVILLE MN

SHEET NUMBER
C102

PRELIMINARY - NOT FOR CONSTRUCTION

Topographic Survey For
Kimley Horn & Associates, Inc.

GENERAL SURVEY NOTES:

- The orientation of this bearing system is based on the Dakota County coordinate grid (NAD 83-2011 Adj.).
- Title work was not furnished to Egan, Field & Nowak, Inc. for the preparation of this survey to verify the legal description, or the existence of any easements or encumbrances.
- Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us, by resident testimony, or by locations provided by Gopher State One Call, per Ticket No. 232404036. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Other utilities and services may be present and verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.

GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 232404036.

CITY OF LAKEVILLE	JAGUAR COMMUNICATIONS
CENTURYLINK - STLQL	MINNESOTA ENERGY RESOURCES
DAKOTA ELECTRIC	CENTER POINT ENERGY
FRONTIER COMMUNICATIONS	NORTHERN NATURAL GAS

LEGEND:

	CULVERT		OVERHEAD WIRE
	HANDHOLE		UNDERGROUND FIBER OPTIC
	UTILITY POLE		UNDERGROUND GAS
	GUY WIRE		TREELINE
	COMMUNICATION BOX		EXISTING CONTOUR LINE
	FIBER OPTIC SIGN		GRAVEL SURFACE
	GAS SIGN		
	FARMTAP		

CERTIFICATION:

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

Date of survey: September 22, 2023
Date of signature: February 28, 2024

Eric A. Roeser
Minnesota License No. 47476
eroeser@efnsurvey.com

FIELD BOOK	PAGE	FIELDWORK CHIEF:	REVISIONS	
		LH	NO.	DATE
		DRAWN BY:	DESCRIPTION	
		DAV		
		CHECKED BY:		
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DRAWING NAME:				
41584.dwg				
JOB NO. 41584				
FILE NO.				

TOPOGRAPHIC
SURVEY

SURVEY FOR:

Kimley Horn & Associates, Inc.

PROPERTY ADDRESS:

215th Street & Kaparia Avenue
Lakeville, Minnesota 55044

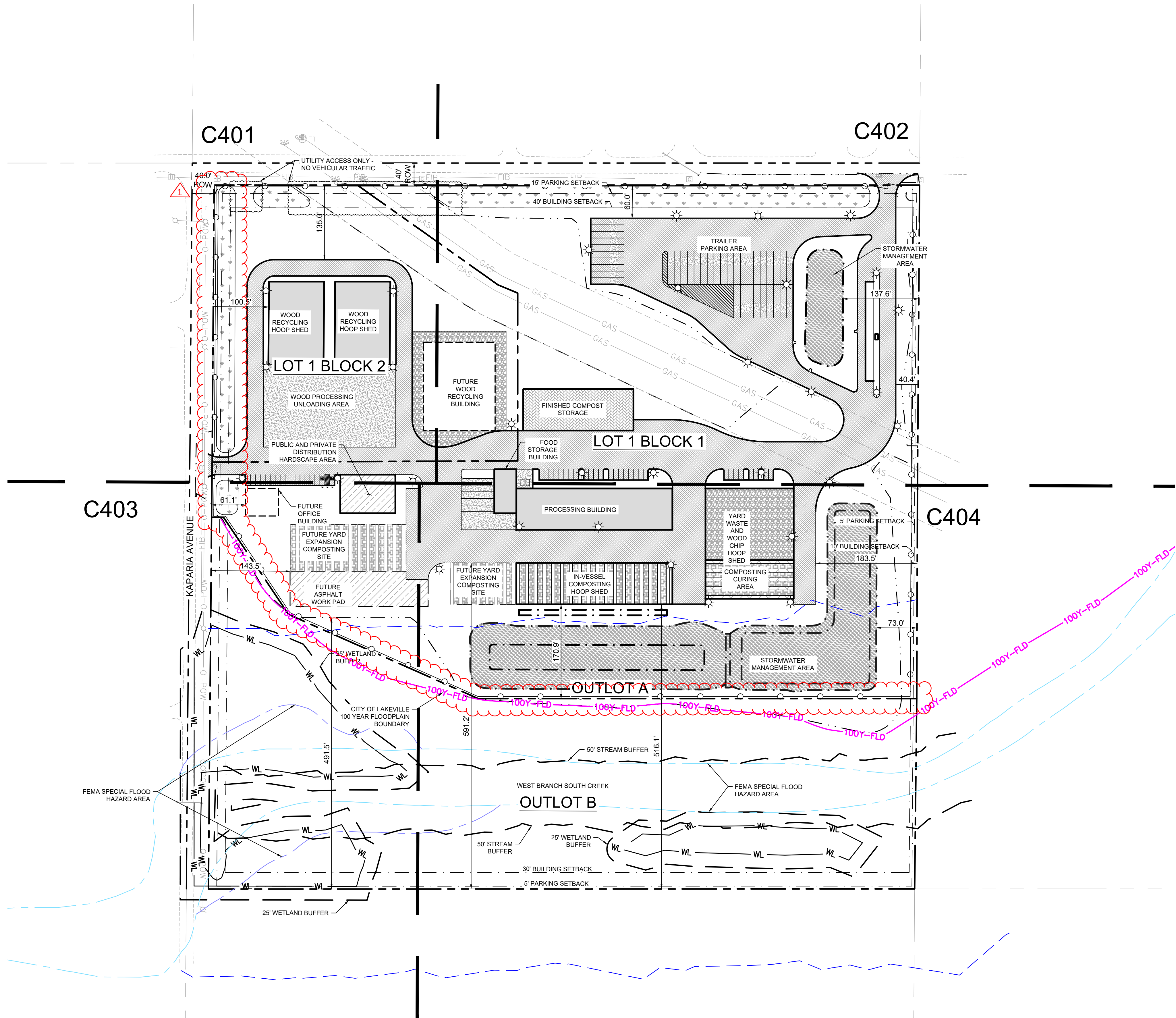


Egan, Field & Nowak, Inc.
land surveyors since 1872

475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM

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LEGEND

	PROPERTY LINE
	PROPOSED RIGHT-OF-WAY
	PROPERTY SETBACK
	PROPOSED EASEMENT
	LIMITS OF DISTURBANCE
	EXISTING WETLAND
	WETLAND / STREAM BUFFER
	FEMA REGULATORY FLOODWAY
	FEMA AE FLOOD ZONE
	300' SHORELAND OVERLAY DISTRICT
	PROPOSED FENCE
	PROPOSED HEAVY DUTY ASPHALT PAVEMENT SEE DETAILS FOR SECTION
	PROPOSED COMPOST PROCESS ASPHALT PAVEMENT SEE DETAILS FOR SECTION
	PROPOSED HEAVY DUTY CONCRETE PAVEMENT SEE DETAILS FOR SECTION
	PROPOSED STORM WATER AREA SEE GRADING PLAN FOR DETAILS

EXISTING DEVELOPMENT PROPERTY SUMMARY

TOTAL PROPERTY AREA	37.5 AC / 1,633,593 SF
DISTURBED AREA	22.8 AC / 994,903 SF
EXISTING IMPERVIOUS AREA	1 AC / 43,560 SF / 2.7%
EXISTING PERVIOUS AREA	36.5 AC / 1,590,033 SF / 97.3%
PROPOSED IMPERVIOUS AREA	10.4 AC / 452,863 SF / 27.7%
PROPOSED PERVIOUS AREA	27.1 AC / 1,180,730 SF / 72.3%
NET INCREASE IN IMPERVIOUS AREA	9.4 AC / 409,303 SF
AREA OF WETLAND IMPACT	0 AC

PROPERTY SUMMARY

TOTAL PROPOSED PROPERTY AREA	37.5 AC / 1,633,953 SF
LOT 1 BLOCK 1 AREA	20.2 AC / 881,097 SF
LOT 2 BLOCK 1 AREA	5.7 AC / 247,013 SF
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LOT 2 BLOCK 1 PERVIOUS AREA	2.9 AC / 126,817 SF / 51.0%
OUTLOT A IMPERVIOUS AREA	0.0 AC / 0 SF / 0.0%
OUTLOT A PERVIOUS AREA	11.6 AC / 505,843 SF / 100.0%
AREA OF WETLAND IMPACT	0 AC

SITE DATA

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PROPOSED ZONING	LIGHT INDUSTRIAL PUD
PROPOSED LAND USE	INDUSTRIAL / RECYCLING
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	FRONT = 40'
BUILDING SETBACKS	SIDE (ABUTTING STREET)= 30' SIDE = 10' REAR = 30'

BUILDING DATA

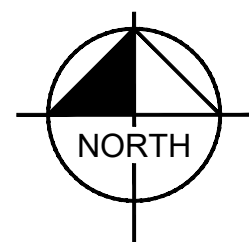
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LOT 1 BLOCK 1 BUILDING AREA	102,512± SF
LOT 1 BLOCK 2 BUILDING AREA	24,425± SF
PERCENT OF TOTAL PROPERTY AREA	7.7±%
MAXIMUM BUILDING HEIGHT	50 FT

PARKING SUMMARY

TOTAL PROPOSED PARKING	45 SPACES
TOTAL PROPOSED TRAILER PARKING	38 SPACES
REQUIRED ACCESSIBLE PARKING	2 STANDARD SPACES 1 VAN ACCESSIBLE
PROPOSED ACCESSIBLE PARKING	2 STANDARD SPACES 2 VAN ACCESSIBLE



Know what's **below**.
Call before you dig.



GRAPHIC SCALE IN FEET



0 50 100 200

PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA WASTE

SOLUTIONS

PREPARED FOR
DAKOTA WASTE

DAKOTA WASIE
SOLUTIONS LLC

1

OVERALL SITE

LA DIMENSIONE DI ANIMA

DIMENSION PLAN

MMN

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



MINNESOTA

MICHAEL C. BRANDT

DATE: 07/02/2025 MN LIC. NO. 42661

Kimley»»Horn

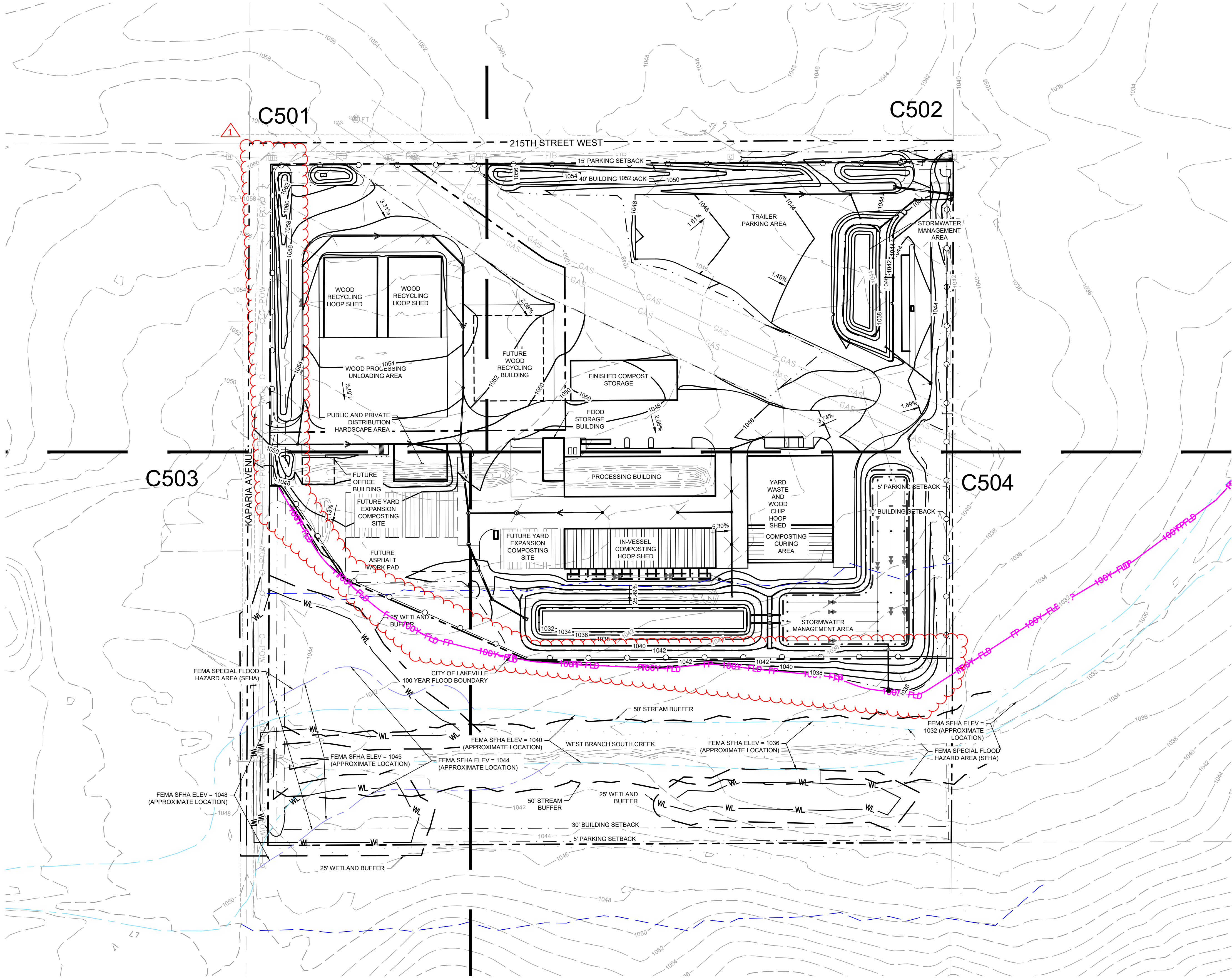
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767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197

WWW.KIMLEY-HORN.COM

CITY COMMENTS		10/16/2025	JSO
1			
No.	REVISIONS	DATE	BY

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

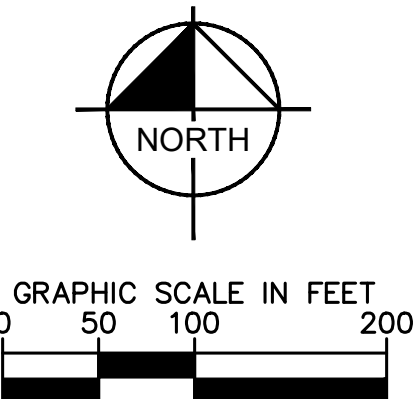


LEGEND

	PROPERTY LINE
	PROPOSED RIGHT-OF-WAY
	PROPERTY SETBACK
	PROPOSED EASEMENT
	LIMITS OF DISTURBANCE
	EXISTING WETLAND
	WETLAND / STREAM BUFFER
	FEMA REGULATORY FLOODWAY
	FEMA AE FLOOD ZONE
	300' SHORELAND OVERLAY DISTRICT
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED RIDGE LINE
	PROPOSED SWALE
	PROPOSED STORM MANHOLE (SOLID CASTING)
	PROPOSED STORM MANHOLE (ROUND INLET CASTING)
	PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
	PROPOSED STORM SEWER CLENOUT
	PROPOSED FLARED END SECTION
	PROPOSED RIPRAP
	PROPOSED STORM SEWER
	PROPOSED SPOT ELEVATION
	PROPOSED HIGH POINT ELEVATION
	PROPOSED LOW POINT ELEVATION
	PROPOSED GUTTER ELEVATION
	PROPOSED TOP OF CURB ELEVATION
	PROPOSED FLUSH PAVEMENT ELEVATION
	MATCH EXISTING ELEVATION
	PROPOSED EMERGENCY OVERFLOW ELEVATION
	PROPOSED TOP/BOTTOM OF WALL ELEVATION
	PROPOSED DRAINAGE DIRECTION
	PROPOSED GRADE BETWEEN POINTS

GRADING PLAN NOTES

- PERFORM GRADING WORK IN ACCORDANCE WITH APPLICABLE CITY SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
- CONTACT STATE 811 CALL-BEFORE-YOU-DIG LOCATING SERVICE AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
- FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF LAND DISTURBING ACTIVITIES. NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS IMPACTING THE PROPOSED DESIGN OF THE PROJECT.
- IN PAVED AREAS, ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE THE SITE READY FOR SUB-BASE.
- SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING PAVEMENT.
- ELEVATIONS SHOWN REPRESENT FINISHED SURFACE GRADES. SPOT ELEVATIONS ALONG CURB & GUTTER REPRESENT THE FLOW LINE UNLESS OTHERWISE NOTED.
- EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
- CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES THAT PROVIDE POSITIVE DRAINAGE TO COLLECTION POINTS. MAINTAIN A MINIMUM SLOPE OF 1.25% IN ASPHALT PAVEMENT AREAS AND A MINIMUM SLOPE OF 0.50% IN CONCRETE PAVEMENT AREAS.
- MAINTAIN A MINIMUM SLOPE OF 0.50% ALONG CURB & GUTTER. REVIEW PAVEMENT GRADIENT AND CONSTRUCT "INFALL" CURB WHERE PAVEMENT DRAINS TOWARD THE GUTTER, AND "OUTFALL" CURB WHERE PAVEMENT DRAINS AWAY FROM THE GUTTER.
- INSTALL A MINIMUM OF 4-INCHES OF AGGREGATE BASE MATERIAL UNDER PROPOSED CONCRETE CURB & GUTTER, SIDEWALKS, AND TRAILS UNLESS OTHERWISE DETAILED.
- GRADING FOR SIDEWALKS AND ACCESSIBLE ROUTES, INCLUDING CROSSING DRIVEWAYS, SHALL CONFORM TO CURRENT STATE & NATIONAL ADA STANDARDS:
ACCESSIBLE RAMP SLOPES SHALL NOT EXCEED 8.3% (1:12).
SIDEWALK CROSS-SLOPES SHALL NOT EXCEED 2.0%.
LONGITUDINAL SIDEWALK SLOPES SHALL NOT EXCEED 5.0%.
ACCESSIBLE PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2.0% IN ANY DIRECTION. A MAXIMUM SLOPE OF 1.50% IS PREFERRED.
SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVEMENT INSTALLATION. CHANGE ORDERS WILL NOT BE ACCEPTED FOR ADA COMPLIANCE ISSUES.
- UPON COMPLETION OF LAND DISTURBING ACTIVITIES, RESTORE ADJACENT OFFSITE AREAS DISTURBED BY CONSTRUCTION TO MATCH OR EXCEED THE ORIGINAL CONDITION. LANDSCAPE AREAS SHALL BE RE-VEGETATED WITH A MINIMUM OF 4-INCHES OF TOPSOIL.
- EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS. REFER TO THE UTILITY PLANS FOR LAYOUT AND ELEVATIONS FOR PROPOSED SANITARY SEWER, WATER MAIN, AND OTHER BUILDING UTILITY SERVICE CONNECTIONS.



Know what's below.
Call before you dig.

PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA WASTE
SOLUTIONS
PREPARED FOR
DAKOTA WASTE
SOLUTIONS, LLC
LAKEVILLE

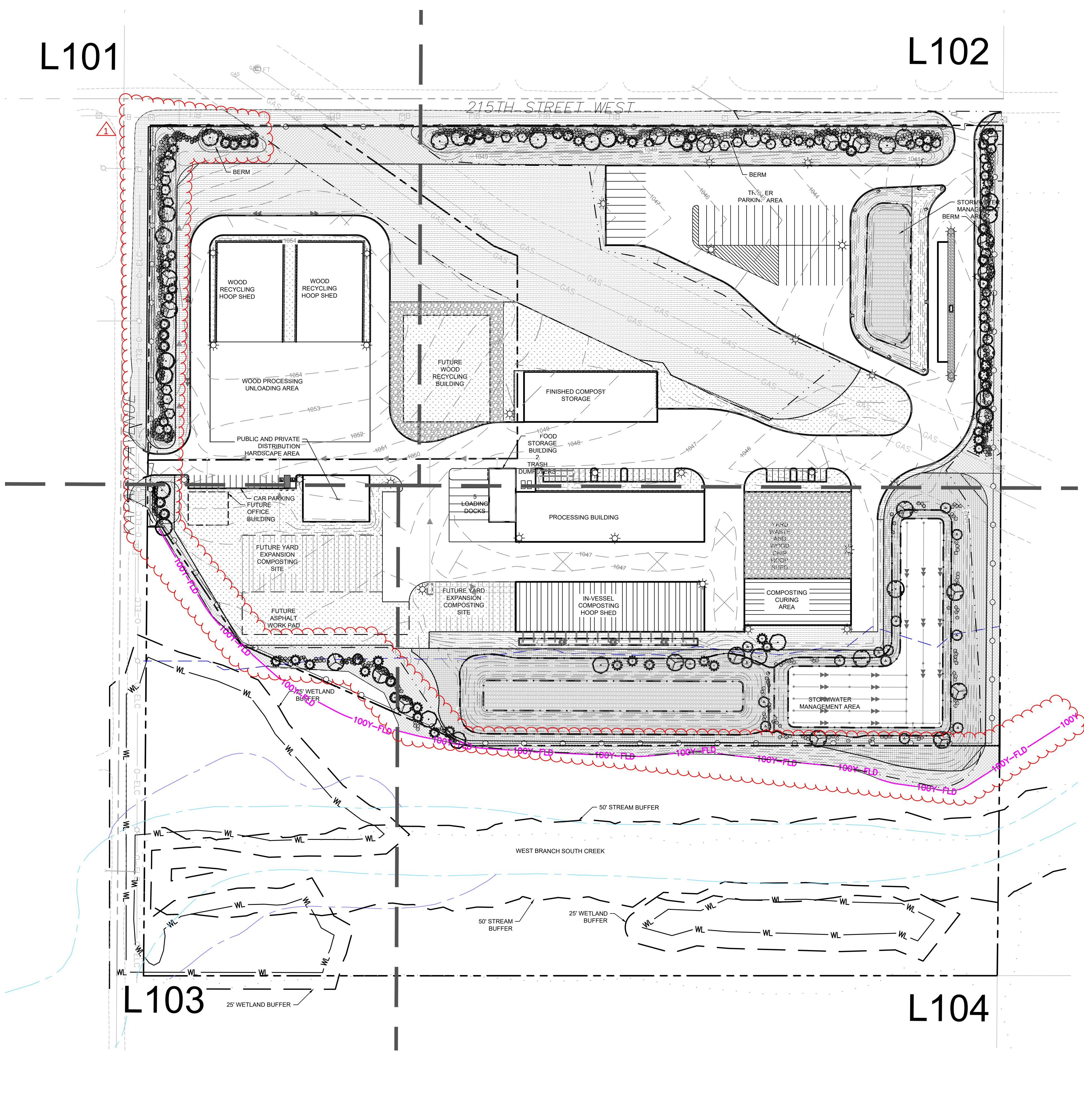
OVERALL
GRADING AND
DRAINAGE PLAN

KHA PROJECT
161140001
DATE
10/16/2025
SCALE
AS SHOWN
DESIGNED BY
MLS
DRAWN BY
CAC
CHECKED BY
MCB

LEGACY 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
MICHAEL C. BRANDT
MN LIC NO. 42681
DATE: 07/02/2025

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE 651-945-4197
WWW.KIMLEY-HORN.COM

CITY COMMENTS	REVISIONS	DATE	BY
	No.		



PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL		GDG	99	GRAY DOGWOOD	CORNUS RACEMOSA	#5 CONT.	5' O.C.
CONIFEROUS TREES													
	BHS	21	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	B & B	8' HT.		GLS	46	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LOW'	#5 CONT.	5' O.C.
	FIR	10	WHITE FIR	ABIES CONCOLOR	B & B	6' HT.		NBV	20	NANNYBERRY VIBURNUM	VIBURNUM LENTAGO	#5 CONT.	5' O.C.
	NSP	31	NORWAY SPRUCE	PICEA ABIES	B & B	8' HT.		RSV	49	REGENT SERVICEBERRY	AMELANCHIER ALNIFOLIA 'REGENT'	#5 CONT.	5' O.C.
	WHP	14	WHITE PINE	PINUS STROBUS	B & B	6' HT.		RTD	101	CARDINAL RED TWIG DOGWOOD	CORNUS SERICEA 'CARDINAL'	#5 CONT.	5' O.C.
								SUM	34	SMOOTH SUMAC	RHUS GLABRA	#5 CONT.	6' O.C.
ORNAMENTAL TREES													
	ALS	2	'AUTUMN BRILLIANCE' SERVICEBERRY CLUMP	AMELANCHIER CANADENSIS 'AUTUMN BRILLIANCE'	B & B	6' HT.							
	PRC	7	PRAIRIE ROSE CRABAPPLE	MALUS IOENSIS 'PRAIRIE ROSE'	B & B	1.5" CAL.							
	QUC	9	QUAKING ASPEN CLUMP	POPULUS TREMULOIDES	B & B	6' HT.							
	TCH	4	THORNLESS COCKSPUR HAWTHORN	CRATAEGUS CRUS-GALLI INERMIS TM	B & B	1.5" CAL.							
	WSB	16	WHITESPIRE BIRCH CLUMP	BETULA POPULIFOLIA 'WHITESPIRE'	B & B	6' HT.							
OVERSTORY TREES													
	BRO	8	BUR OAK	QUERCUS MACROCARPA	B & B	2.5" CAL.							
	FFM	3	SUGAR MAPLE	ACER SACCHARUM 'FALL FIESTA'	B & B	2.5" CAL.							
	HCK	4	COMMON HACKBERRY	CELTIS OCCIDENTALIS	B & B	2.5" CAL.							
	KCY	5	ESPRESSO KENTUCKY COFFEETREE	GYMNOCLADUS DIOICUS 'ESPRESSO'	B & B	2.5" CAL.							
	NPO	2	NORTHERN PIN OAK	QUERCUS ELLIPSOIDALIS	B & B	2.5" CAL.							
	NWM	2	NORTHWOOD MAPLE	ACER RUBRUM 'NORTHWOOD'	B & B	2.5" CAL.							
	PRE	2	PRINCETON AMERICAN ELM	ULMUS AMERICANA 'PRINCETON'	B & B	2.5" CAL.							
	SCE	17	ST. CROIX ELM	ULMUS AMERICANA 'ST CROIX'	B & B	2.5" CAL.							
	SWO	5	SWAMP WHITE OAK	QUERCUS BICOLOR	B & B	2.5" CAL.							
SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SPACING							
CONIFEROUS SHRUBS													
	LMP	151	LAKEVIEW MUGO PINE	PINUS MUGO 'LAKEVIEW'	#5 CONT.	5' O.C.							
	MJN	142	MANEY JUNIPER	JUNIPERUS CHINENSIS 'MANEY'	#5 CONT.	5' O.C.							
	SGJ	156	SEA GREEN JUNIPER	JUNIPERUS CHINENSIS 'SEA GREEN'	#5 CONT.	5' O.C.							
DECIDUOUS SHRUBS													
	AHN	25	AMERICAN HAZELNUT	CORYLUS AMERICANA	#5 CONT.	5' O.C.							
	CHB	13	BLACK CHOKEBERRY	ARONIA MELANOCARPA ELATA	#5 CONT.	5' O.C.							
	CSS	88	CUTLEAF STAGHORN SUMAC	RHUS TYPHINA 'DISSECTA'	#5 CONT.	5' O.C.							
	DHS	22	DWARF HONEYSUCKLE	DIERVILLA LONICERA	#5 CONT.	5' O.C.							

NOTE:
QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

ABBREVIATIONS:
B&B = BALLED AND BURLAPPED CAL. = CALIPER HT. = HEIGHT MIN. = MINIMUM O.C. = ON CENTER SP. = SPECIES
QTY. = QUANTITY

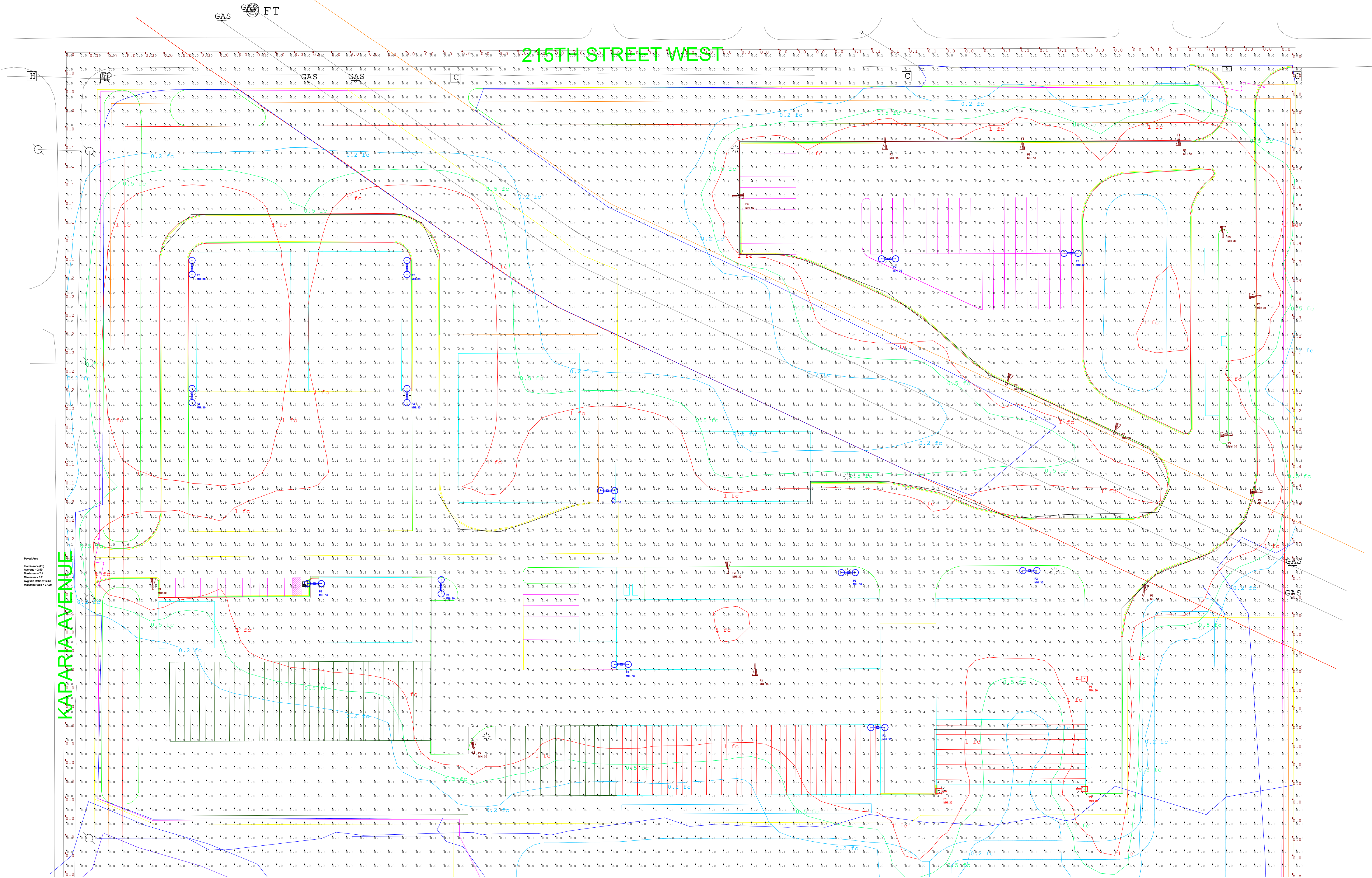
SWITCHGRASS BEDDING MIX BY PHEASANTS FOREVER

SWITCHGRASS (BLACKWELL):	21.44%
SWITCHGRASS (CAVE N ROCK):	14.24%
SWITCHGRASS (FORESTBURG):	21.44%
SWITCHGRASS (KANLOW):	21.44%
SWTICHGRASS (NEB 28):	21.44%

DAKOTA WASTE SOLUTIONS		MIN	
PREPARED FOR			
DAKOTA WASTE SOLUTIONS, LLC			
LAKEVILLE			
SHEET NUMBER		L105	
KIA PROJECT 161140001		KIA PROJECT 161140001	
DATE 10/16/2025		DATE 10/16/2025	
SCALE AS SHOWN		SCALE AS SHOWN	
DESIGNED BY KJR		DESIGNED BY KJR	
DRAWN BY KJR		DRAWN BY KJR	
CHECKED BY RAH		CHECKED BY RAH	
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA. RYANA A. HYLLESTED, P.L.A. MN DATE: 07/02/2025 LIC. NO. 53628		Kimley»Horn 2025 KIMLEY-HORN AND ASSOCIATES, INC. 707 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114 PHONE 651-645-4197 WWW.KIMLEY-HORN.COM	
CITY COMMENTS		CITY COMMENTS	
10/16/2025		10/16/2025	
BY		BY	

Luminaire Schedule								
Symbol	Qty	Type	Mounting Height	Lum. Watts	Luminaire Lumens	LLF	Description	[MANUFAC]
	3	P1	30	205	25215	0.900	NV-1-T3-64L-1-40K-UNV	NLS Lighting, LLC
	13	P2	30	365	44678	0.900	NV-2-T5W-112L-1050-40K7	NLS LIGHTING
	15	P3	30	316	35075	0.900	NV-2-T4-96L-1-40K	NLS Lighting

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Overall Site	Fc	1.09	8.4	0.0	N.A.	N.A.
Property Line	Fc	0.05	0.6	0.0	N.A.	N.A.
Paved Area	Fc	2.50	7.4	0.2	12.50	37.00



Designed By: K. Tomczak
Checked By: Jack Lalim
Date: 6/27/2025
Scale: 1" = 60'

Compost Site



Date: 12/15/2025

North Creek Second Addition Preliminary Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the North Creek Second Addition preliminary plat.

Overview

KJ Walk, Inc. has submitted applications and plans for Kyla Crossing Second Addition, which consists of 26 single family home lots and 27 detached townhome lots on 13.35 acres of land located east of Pilot Knob Road (CSAH 31) and south of 173rd Street. The property is zoned RST-2, Single-and Two-Family Residential District. The parent parcel was originally intended to be developed as part of the North Creek plat that was recorded in 2019, but the preliminary plat approval expired before the property could be platted.

The Planning Commission held a public hearing at their December 4, 2025 meeting to consider the preliminary plat. There was no public comment at the public hearing. The Planning Commission unanimously recommended approval of the preliminary plat. Revised landscaping and tree inventory plans were submitted to satisfy stipulations 9 and 10 of the Planning memo. The plans have been reviewed by Engineering, Environmental Resources, and Parks staff.

Supporting Information

1. Preliminary Plat resolution
2. Revised plans
3. December 4, 2025 Planning Commission draft minutes
4. Staff reports and 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 NORTH CREEK
SECOND ADDITION**

WHEREAS, KJ Walk, Inc. has requested approval of the preliminary plat of 26 single family lots and 27 detached townhome lots to be known as **NORTH CREEK SECOND ADDITION**, legally described as:

Outlot E, North Creek

WHEREAS, the Planning Commission held a public hearing at their December 4, 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:

NORTH CREEK SECOND ADDITION preliminary plat is approved subject to the following conditions:

1. Implementation of the recommendations listed in the November 24, 2025 engineering report.
2. Park dedication shall be satisfied with a cash contribution paid with the final plat.
3. The developer shall construct five-foot-wide concrete sidewalks along one side of all streets. The Developer shall construct a 10-foot wide bituminous trail along the east side of Pilot Knob Road, from 173rd Street to the current terminus of the bituminous trail on the south side of the North Creek creek, per the Pheasant Run of Lakeville 7th Addition development contract.
4. Buffer yard landscaping shall be installed according to the approved landscape plan. A security for the buffer yard landscaping shall be submitted with the final plat.
5. Lots 1-7, Block 1 must sod the buffer yard to the rear property line. A \$1,000 per lot security for these lots will be required with the building permit.
6. All new local utilities and any existing overhead service utilities located on the property shall be placed underground.
7. The existing house, accessory structures, fence, well, and septic system must be removed with the development of this property.

8. A homeowner's association must be established for ownership and maintenance of Lot 23, Block 1 and Lot 22, Block 3. Homeowner's association documents must be reviewed and approved by the City Attorney and proof of recording provided prior to the sale of the unit lots.

ADOPTED by the Lakeville City Council this 15th day of December 2025.

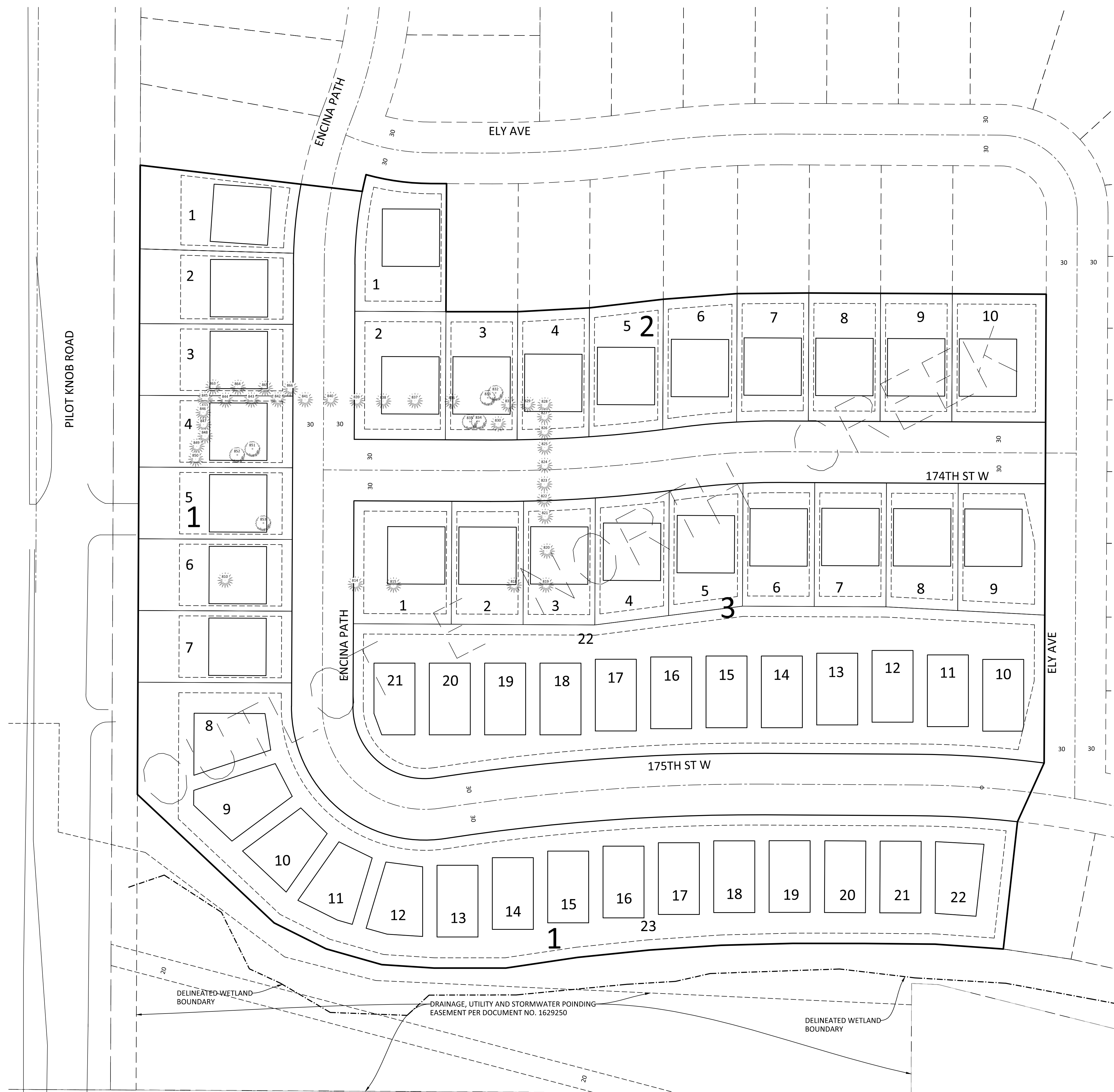
CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

Drafted By:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044



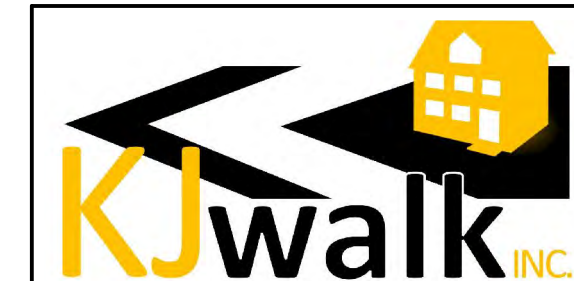
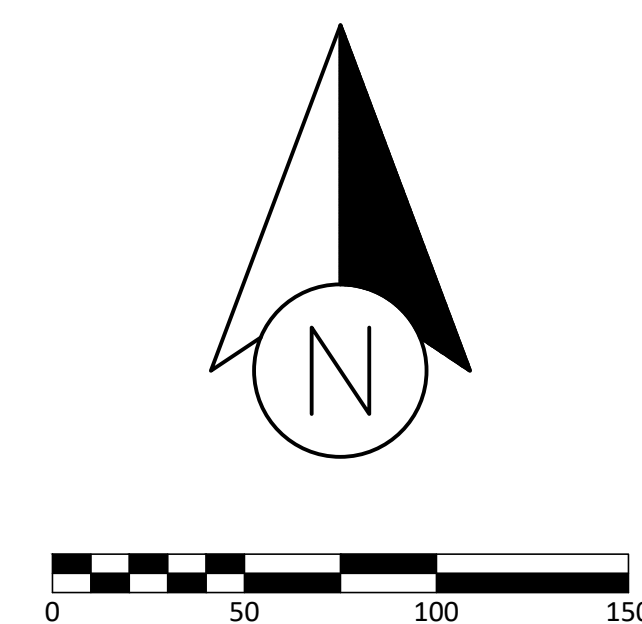
Tag No.	Species	Diameter	Health
810	Spruce		3
814	Spruce		1
815	Spruce		1
818	Spruce		3
819	Spruce		3
820	Spruce		3
821	Spruce		3
822	Spruce		3
823	Spruce		3
824	Spruce		3
825	Spruce		3
826	Spruce		3
827	Spruce		3
828	Spruce		3
829	Spruce		3
830	Spruce		3
831	Spruce		3
832	Birch	6	3
833	Birch	6	3
834	Birch	6	3
835	Birch	6	3
836	Spruce		3
837	Spruce		3
838	Spruce		3
839	Spruce		3
840	Spruce		3
841	Spruce		3
842	Spruce		3
843	Spruce		3
844	Spruce		3
845	Spruce		3
846	Spruce		3
847	Spruce		3
848	Spruce		3
849	Spruce		3
850	Spruce		3
851	Birch	6	3
852	Birch	6	3
853	Ash	5	1
863	Spruce		1
864	Spruce		1
865	Spruce		3
866	Spruce		3

Health	
0	Dead
1	Poor
2	Marginal
3	Good
4	Excellent

Legend

4010	Existing trees to be saved
4010	Existing trees to be removed

Total # of trees	43
Trees Saved	0
Trees Removed	43



6001 Egan Drive, Ste 100, Savage, MN 55378
Phone: 952.226.3200 Web: www.kjwalk.com

I hereby certify that this plan was prepared by me,
or under my direct supervision, and that I am a
duly registered engineer under the laws of the
State of Minnesota.

[Signature]

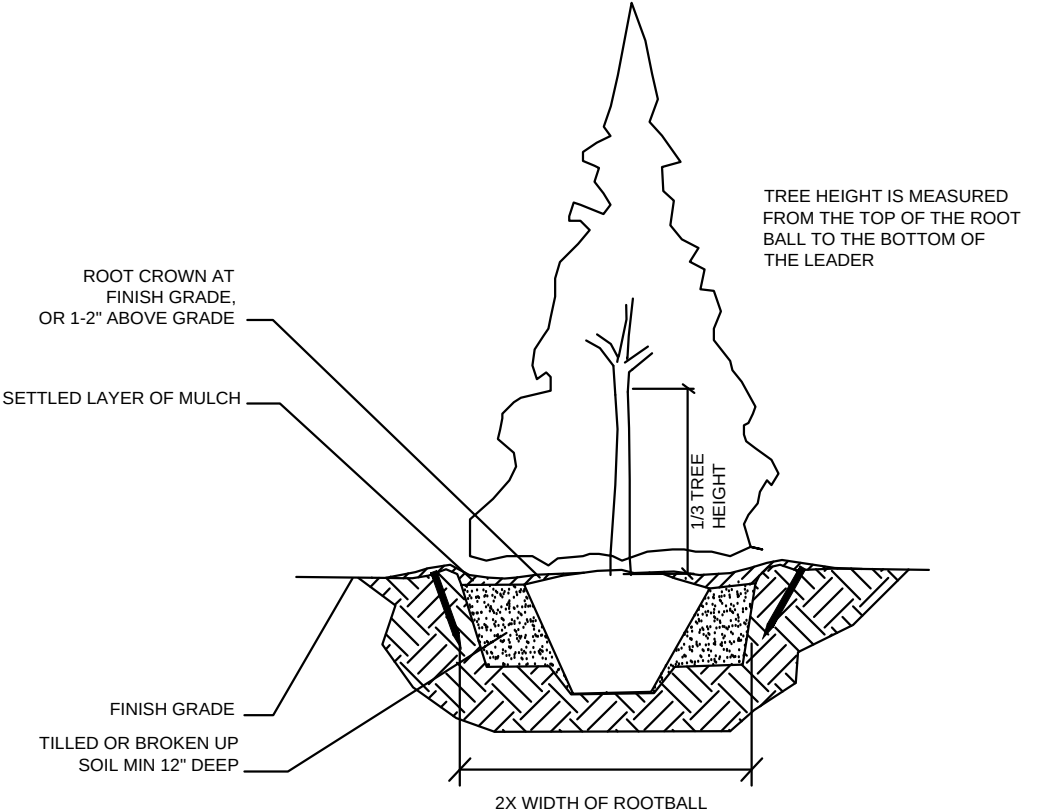
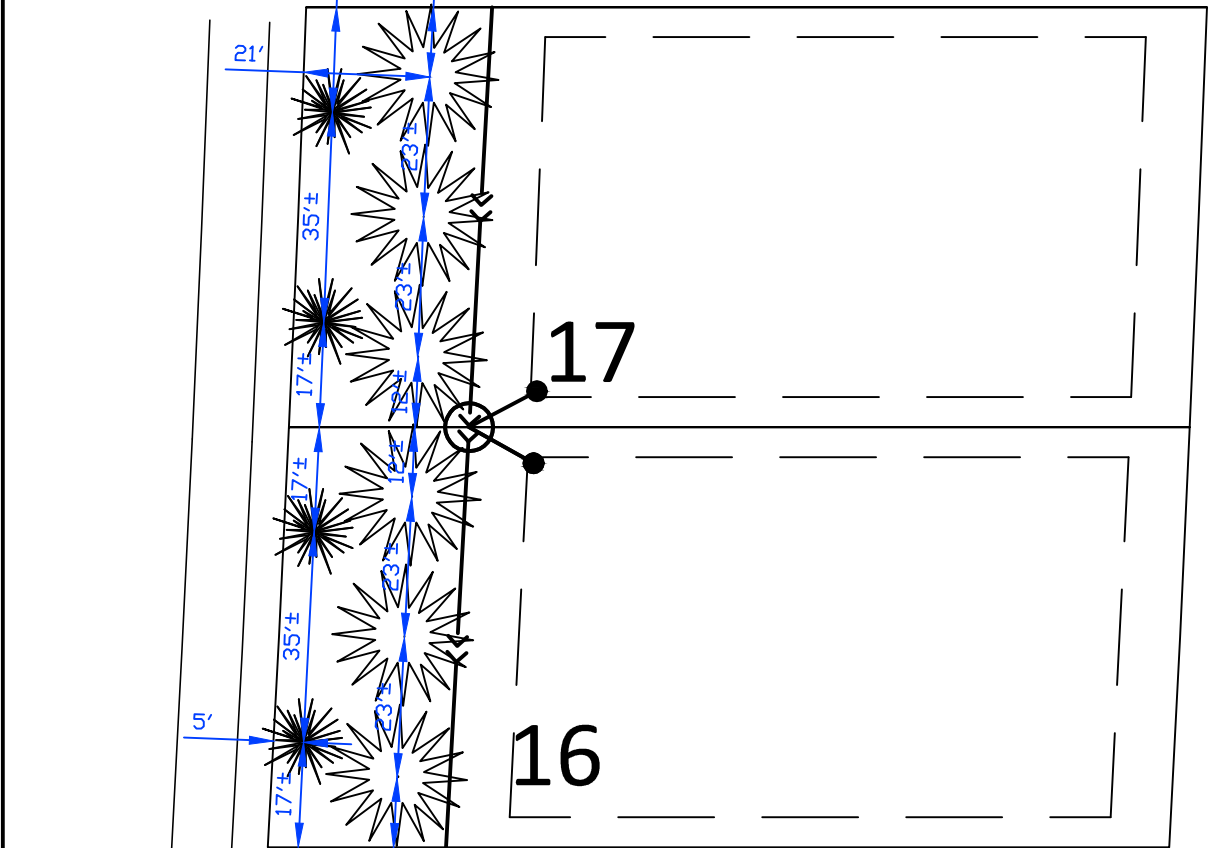
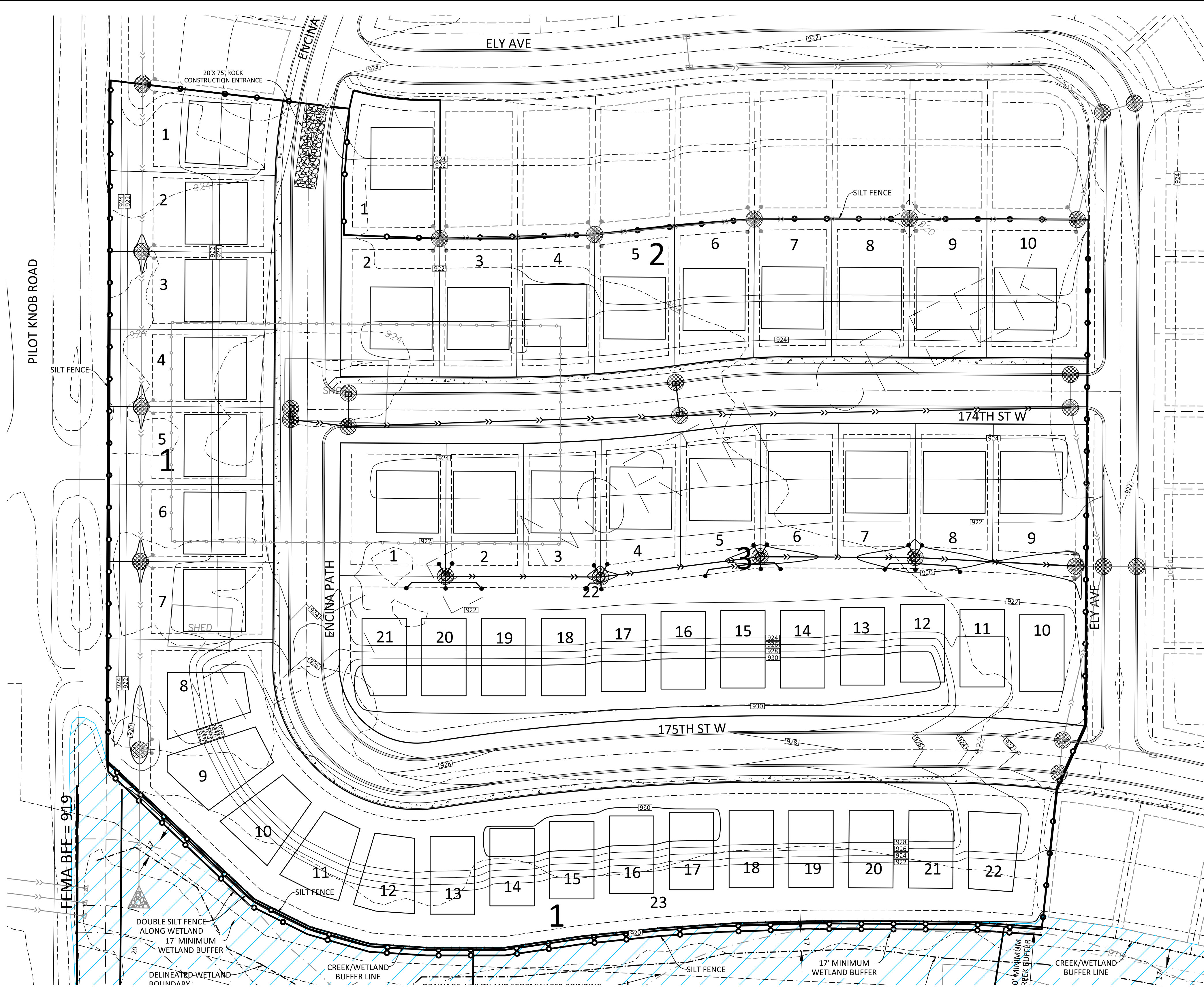
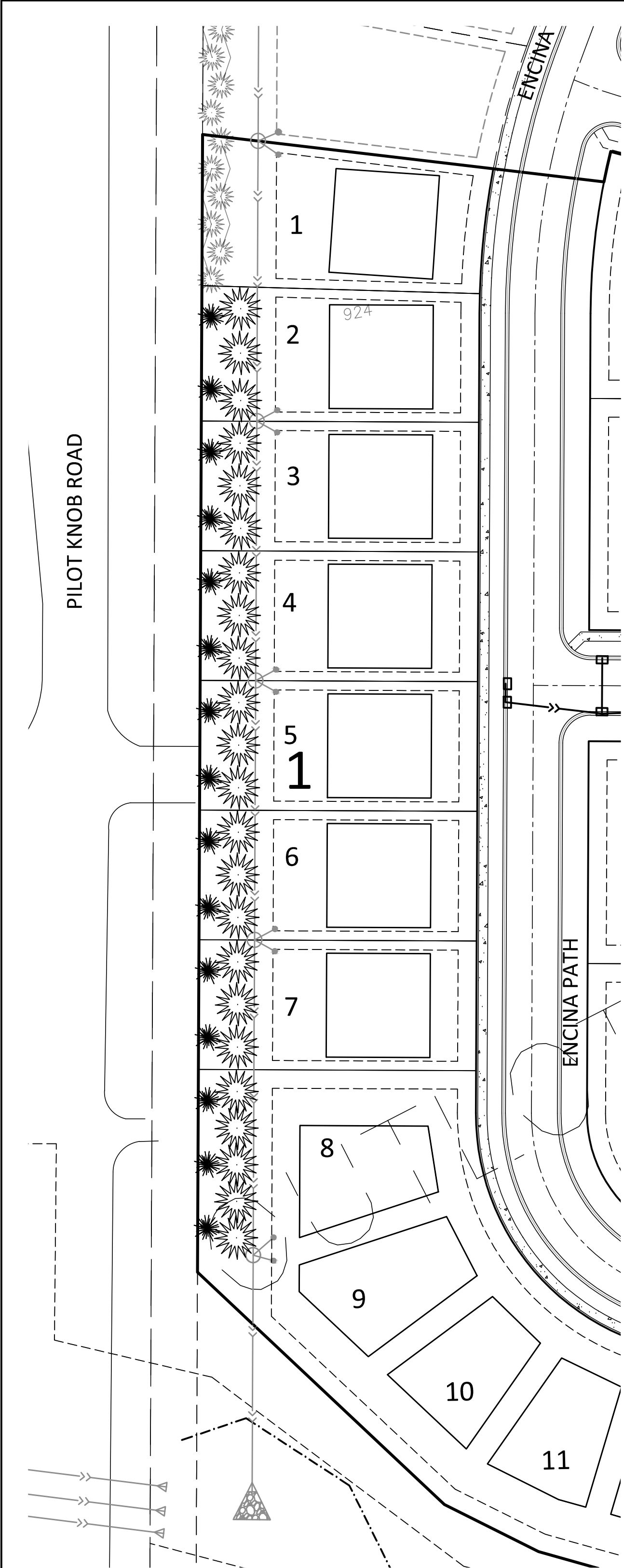
Luke Warren Israelson
Registration #: 51362 Date: 12/2/2025

Date:	Revision:
07/15/2025	Original
09/17/2025	Revised Per City Comments
12/02/2025	Revised - Tree Inventory Updated



For Review
September 17, 2025
Preliminary Plat

SHEET 2 of 2



SYMBOL	ID#	COMMON NAME	SIZE	#
	PS	BLACK HILLS SPRUCE	8'-0"	23
	AT	ARBORVITAE "TECHNY"	8'-0"	15
		TOTAL		38

- LEGEND**
- CB & DROP IN INLET PROTECTORS
 - SEED & BLANKET
 - RIP RAP
 - SILT FENCE

NOTES:

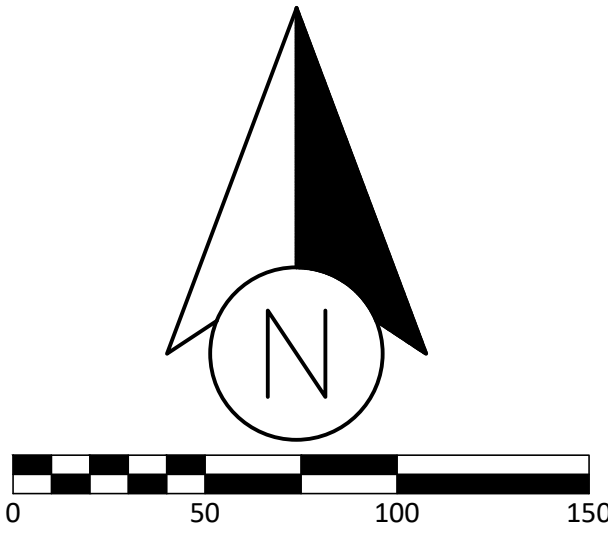
MAXIMUM ALLOWABLE SLOPE 3:1

PONDS MAY BE USED AS TEMPORARY SEDIMENTATION BASINS DURING CONSTRUCTION, IF A POND IS USED AS A TEMP. SED. BASIN IT MUST BE CLEANED OUT PRIOR TO BEING PUT INTO SERVICE.

DRAINAGE TO THE TEMPORARY SEDIMENTATION BASINS MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.

- MN DOT MIX 250(70LBS/AC) USED IN RIGHT OF WAY
- MN DOT MIX 325(84LBS/AC) USED ON PONDS BELOW HWL
- MN DOT MIX 328(88LBS/AC) USED ON PONDS ABOVE HWL

STOCKPILES TO BE STABILIZED IF NOT UTILIZED FOR MORE THAN 7 DAYS.



6001 Egan Drive, Ste 100, Savage, MN 55378
Phone: 952.226.3200 Web: www.kjwalk.com

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly registered engineer under the laws of the State of Minnesota.

Luke Warren Israelson
Registration #: 51362 Date: 12/5/2025

Date:	Revision:
07/15/2025	Original
09/17/2025	Revised Per City Comments
12/02/2025	Revised - Tree Inventory Updated



For Review
September 17, 2025
Erosion Control and
Landscape Plan

5b. North Creek Second Addition

Vice Chair Einck opened the public hearing to consider the application of KJ Walk, Inc. for a preliminary plat of 26 single family residential lots and 27 detached townhome lots located east of Pilot Knob Road (CSAH 31) and south of 173rd Street.

Warren Israelson with KJ Walk, Inc introduced the project.

Ms. Jenson presented the staff report. The North Creek Second Addition preliminary plat proposes the development of 26 single family residential lots and 27 detached townhome lots. The plans include buffer yard plantings for those units abutting Pilot Knob Road. The North Creek Second Addition preliminary plat application was submitted prior to the adoption of the new tree preservation ordinance, thus it is not subject to the new ordinance. However, staff requested that the tree inventory be revised to only show those trees within the plat boundary. The Developer provided the updated tree inventory, which was distributed to Commissioners at the time of the meeting. Community Development Department staff recommends approval.

Vice Chair Einck opened the hearing to the public for comment.

There was no public comment.

Motion was made by Swenson, seconded by Kaluza to close the public hearing at 6:07 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Vice Chair Einck asked for comments from the Planning Commission.

- Commissioner Traffas asked about the potential expansion of Pilot Knob Road and if the setbacks in the proposed plan would be acceptable. Assistant City Engineer Jon Nelson stated that the current Dakota County Transportation plan it does not show an expansion of Pilot Knob Road in this area in the 2040 plan and the right-of-way allocated is sufficient.

Motion was made by Kaluza, seconded by Swenson to recommend to City Council approval of the North Creek Second Addition preliminary plat, subject to the following stipulations:

1. Implementation of the recommendations listed in the November 24, 2025 engineering report.
2. Park dedication shall be satisfied with a cash contribution paid with the final plat for each development phase.
3. The developer shall construct five-foot-wide concrete sidewalks along one side of all streets. The Developer shall construct a 10-foot-wide bituminous trail along the east side of Pilot Knob Road, from 173rd Street to the current terminus of the bituminous trail on the south side of the North Creek creek, per the Pheasant Run of Lakeville 7th Addition development contract.
4. Buffer yard landscaping shall be installed according to the approved landscape plan. A security for the buffer yard landscaping shall be submitted with the final plat.

5. Lots 1-7, Block 1 must sod the buffer yard to the rear property line. A \$1,000 per lot security for these lots will be required with the building permit.
6. All new local utilities and any existing overhead service utilities located on the property shall be placed underground.
7. The existing house, accessory structures, fence, well, and septic system must be removed with the development of this property.
8. A homeowner's association must be established for ownership and maintenance of Lot 23, Block 1 and Lot 22, Block 3.
9. Prior to City council consideration of the preliminary plat, the landscape plan must be modified to include the specific species of spruce and pine to be planted, subject to the approval of the City Forester.

Ayes: Traffas, Kaluza, Einck, E. Duckworth, Swaney, Swenson, D. Duckworth

Nays: 0

5c. Lennar

Vice Chair Einck requested a motion be made to table this item to the January 15, 2026 Planning Commission meeting.

Motion was made by Swenson, seconded by Swaney to table the Lennar Comprehensive Plan amendment and Zoning Map amendment to the January 15, 2026 Planning Commission meeting.

Ayes – unanimous

Nays: 0

5d. Compass Rail Lakeville LLC

Vice Chair Einck opened the public hearing to consider the application of Compass Rail Lakeville LLC for the following, located west of Highview Avenue and north of 225th Street.

1. Comprehensive Plan amendment to bring approximately 33.31 acres of land into the current Municipal Urban Service Area (MUSA)
2. Comprehensive Plan Amendment to re-guide properties from Rural Residential Density to Industrial and Airport.
3. Zoning Map Amendment to rezone properties from RA, Rural/Agriculture District to I-2, General Industrial District and I-3, Airport Industrial District.

Tina Goodroad, Community Development Director, presented the staff report. Compass Rail Lakeville, LLC and the Metropolitan Airport Commission (MAC) have applied for comprehensive plan MUSA staging and land use amendments and zoning map amendments. The properties total 33.31 acres. Compass Rail Lakeville, LLC proposes to construct a rail car storage yard on the south parcel while the MAC-owned parcel on the north will remain undeveloped. Staff requested the



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: November 24, 2025
Subject: Packet Material for the December 4, 2025 Planning Commission Meeting
Agenda Item: North Creek Second Addition preliminary plat.
Action Deadline: December 16, 2025

BACKGROUND

KJ Walk, Inc. has applied for a preliminary plat to allow the development plat of 26 single family residential lots and 27 detached townhome lots on 13.35 acres to be known as North Creek Second Addition. The preliminary plat is located east of Pilot Knob Road (CSAH 31) and south of 173rd Street.

The North Creek Second Addition preliminary plat plans have been distributed to Environmental Resources, Engineering Division, and Parks and Recreation Department staff.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Preliminary Plat
- D. Grading and Removals
- E. Tree Inventory Plan
- F. Erosion Control & Landscape Plan
- G. Sanitary Sewer & Water Main (2 pages)
- H. Storm Sewer Construction
- I. August 15, 2025 Plat Commission Letter

PLANNING ANALYSIS

PRELIMINARY PLAT

Existing Conditions. The development site consists of one parcel that was platted as Outlot E, North Creek. In 2019, a preliminary plat for the North Creek development was approved by the City Council, and later that year the North Creek final plat was approved and recorded. This parcel was intended to be developed as the second and final phase of the plat, but ultimately the preliminary plat approval expired, thus requiring a new preliminary plat application for the development of the site. The use on the property has been primarily undeveloped agricultural land as well as a house, fence, shed, well, and septic on the property, which must be removed with the development of the site.

Consistency with the Comprehensive Plan. The North Creek Second Addition plat area is located in Planning District 3 of the 2040 Comprehensive Plan, which guides the subject property for low/medium density residential development where city sewer is available.

Zoning and Adjacent Land Uses. The North Creek Second Addition preliminary plat area is currently zoned RST-2. The developer proposes to construct single-family homes and detached townhomes, both of which are a permitted use within the RST-2 District.

Adjacent land uses and zoning are as follows:

North – Single family homes (RST-2), 173rd Street

East – Ely Avenue, single-family homes (RST-2)

South –North Creek (P/OS)

West – Pilot Knob Road, Manufactured Home Park (RSMH)

Consistency with the Capital Improvement Plan (CIP). City streets, sanitary sewer and water improvements for the area of North Creek Second will be financed and constructed by the developer. The development costs associated with the North Creek Second 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 North Creek Second Addition preliminary plat against these criteria finds that it is not a premature subdivision.

Density/Average Lot Size. The North Creek Second Addition preliminary plat consists of 26 single family lots and 27 detached townhome lots on 13.35 acres. This results in a gross/net density of 3.97 units per acre.

SINGLE FAMILY LOT REQUIREMENTS

Lots/Blocks. The following minimum single-family lot size requirements of the RST-2, Single- and Two-Family Residential District pertain to the North Creek Second Addition preliminary plat:

	Lot Area (Interior)	Lot Area (Corner)	Lot Width (Interior)	Lot Width (Corner)	Lot Depth (Abutting Pilot Knob Rd)
RST-2	7,500 s.f.	9,520 s.f.	55 feet	70 feet	150 feet

Single family lot sizes within the North Creek Second Addition preliminary plat range from 8,404 square feet to 11,464 square feet in area. All of the single family lots meet the lot area, width and depth requirements of the RST-2 District.

Setbacks. The following minimum requirements for single family building setbacks in the RST-2 District pertain to the North Creek Second Addition preliminary plat:

	Front Yard	Side Yard (Interior)	Side Yard (Corner)	Rear Yard	Rear Yard (Buffer)
RST-2	20 feet (house) 25 feet (garage)	7 feet	20 feet	30 feet	50 feet

The proposed house pads shown on the North Creek Second Addition grading, drainage and erosion control plans indicate that all 26 single-family lots have adequate building pad areas that meet setback requirements for principal structures.

DETACHED TOWNHOME DEVELOPMENT STANDARDS

Lot Requirements. The following minimum requirements for detached townhome building setbacks in the RST-2 District pertain to the North Creek Second Addition preliminary plat:

	Base Lot	Between Buildings (Detached Units)	Front Yard (to ROW)
RST-2	10 feet	14 feet	20 feet (front) 25 feet (garage)

The proposed unit lots shown on the North Creek Second Addition preliminary plat have sufficient area to accommodate detached units. A homeowner's association will be required to be established for ownership and maintenance of Lot 23, Block 1 and Lot 22,

Block 3. Homeowner's association documents must be reviewed and approved by the City Attorney and proof of recording provided prior to the sale of the unit lots.

The RST-2 District requires at least 5,000 square feet per unit. The North Creek Second Addition preliminary plat has an average of 7,886 square feet per unit for the detached townhomes area, which exceeds the minimum lot area per unit requirements of the RST-2 District.

Exterior Materials. Each unit must meet the requirements of Section 11-57-19.B.3, which addresses exterior materials of the detached townhomes. Earlier this year, the City Council approved an ordinance amendment that removed the requirement for stone, brick, and/or stucco on the front elevation. The ordinance still requires a variety of materials and ensures that any one material doesn't exceed 75% of one elevation. Variations in siding style, such as lap, shakes, and board and batten count as different materials to encourage variety. The Zoning Ordinance also deems the use of cement fiberboard material as satisfying the minimum masonry material requirement and is therefore also allowed to exceed the maximum area limit for non-masonry materials.

Garage Width/Area. Detached townhomes in the RST-2 District require garages to be a minimum of 20 feet in width and have an area of at least 440 square feet. All calculations are made with interior measurements.

Landscaping. Each detached townhome unit must provide landscaping at the immediate perimeter of the unit. All landscaped areas including common open space and public right of way, must have an inground irrigation system with an automatic controller. With the final plat, the Developer must provide information that the landscaping of the detached townhome units meets the requirements of Section 11-58-21K.

Residential Buffer Yard Requirements. Seven single family lots and a portion of a townhome common area abut Pilot Knob Road and require increased buffer yard lot sizes and setbacks in the North Creek Second Addition preliminary plat. Pilot Knob Road is classified as a minor arterial in the Comprehensive Transportation Plan. The landscape plan includes the installation of 38 eight-foot tall spruce, pine, and arborvitae trees along the rear yards of Lots 1-7, Block 1 and a portion of Lot 23, Block 1. Prior to City Council consideration of the preliminary plat, the landscape plan must be modified to include the specific species of spruce and pine to be planted, subject to the approval of the City Forester. Lots 1-7, Block 1 and Lot 23, Block 1 must install sod within the buffer area to the rear property line. A \$1,000 per lot security for Lots 1-7, Block 1 will be required with the building permit. A security for the plantings within the townhome common area lots must be provided with the final plat to guarantee the installation of the landscaping.

Outlots. There are no outlots proposed with the North Creek Second Addition preliminary plat.

Phasing. North Creek Second Addition will be developed in one phase.

Signs. No subdivision identification monument signs are proposed with the North Creek Second Addition preliminary plat.

Streets. The following is a summary of streets proposed with the North Creek Second Addition preliminary plat. Additional detailed information is outlined in the Engineering Division memorandum dated November 24, 2025.

Pilot Knob Road (CSAH 31) – Pilot Knob Road is west of and adjacent to the property and is classified as a minor arterial in the Comprehensive Transportation Plan. The required right of way for Pilot Knob Road was dedicated with the North Creek plat in 2019. No additional right of way is required to be dedicated.

174th Street – 174th Street will be a residential street constructed within a 60-foot right-of-way and a 32-foot-wide street with a five-foot-wide concrete sidewalk along one side of the street.

175th Street – 175th Street will be a residential street constructed within a 60-foot-wide right-of-way and a 32-foot-wide street between Encina Path and Ely Avenue. A five-foot-wide concrete sidewalk will be located on one side of the street.

Encina Path – Encina Path will be extended south from its current terminus at Ely Avenue and will be a 32-foot-wide residential street constructed within a 60-foot-wide right-of-way with a five-foot wide concrete sidewalk along the west side of the street. Driveway access to Pilot Knob Road is prohibited for Lots 1-7, Block 1.

All streets meet the minimum width and design requirements of the Subdivision Ordinance.

Grading, Drainage, Erosion Control, and Utilities. Proposed grading, drainage, erosion control, and utilities for the North Creek 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 24, 2025 engineering report prepared by Alanna Sobotka, Civil Engineer and Mac Cafferty, Environmental Resources Manager. The Engineering Division recommends approval of the preliminary plat.

Tree Preservation. Because the North Creek Second Addition preliminary plat application was submitted prior to the adoption of the new tree preservation ordinance, it is not subject to the new ordinance. The trees on site are primarily Boxelder, Cottonwood, Willow, and Spruce; the last of which were planted on site by the previous owner for screening purposes. The submitted plan is consistent with what was approved as part of the original North Creek preliminary plat. The tree plan indicates there are 168 trees on site; however nearly all of trees proposed to be saved are outside the plat boundary and within the Pilot Knob Road ROW or the adjacent city-owned outlot. Prior to City Council consideration of the preliminary plat, the plan must be updated to

remove the offsite trees from the inventory and revise the numbers of the total trees on site, to be saved, and to be removed, as well as indicating on the plan which trees are proposed to be removed.

Wetlands. A wetland delineation was completed and approved on 04/11/2018, as part of the original preliminary plat. No wetland impacts are proposed with the development. Mac Cafferty has reviewed the wetland delineation report and his comments are included in the November 24, 2025 engineering report.

Park Dedication. Land for North Creek Park was deeded to the City with the North Creek final plat in 2019, which satisfied a portion of the park dedication requirements for the original North Creek preliminary plat. Cash in lieu is required to be paid on 45.97 lots of the North Creek Second Addition plat and will be paid at the time of final plat.

Sidewalks/Trails. The developer will construct five-foot-wide concrete sidewalks along one side of all streets in the development. The City's 2015 Parks, Trail and Open Space Plan identifies bituminous trails along Pilot Knob Road. Per the Pheasant Run of Lakeville 7th Addition Development Contract, the developer is required to construct a 10-foot-wide trail along the east side of Pilot Knob Road, from 173rd Street to 179th Street. The trail has been constructed from the south side of the North Creek creek to 179th Street.

MUSA. The North Creek Second Addition preliminary plat area is located within the current MUSA.

Overhead Utilities. A private overhead electric line and pole are located along the west property boundary. The developer will be required to place these utilities underground as a part of the improvements on the site. A security will be required to guarantee that the work is completed.

Plat Commission. The Dakota County Plat Commission reviewed and approved the preliminary plat at their August 13, 2025 meeting. The Plat Commission letter is included as Exhibit I.

RECOMMENDATION

Community Development Department staff recommends approval of the North Creek Second Addition preliminary plat subject to the following stipulations:

1. Implementation of the recommendations listed in the November 24, 2025 engineering report.
2. Park dedication shall be satisfied with a cash contribution paid with the final plat.
3. The developer shall construct five-foot-wide concrete sidewalks along one side of all streets. The Developer shall construct a 10-foot wide bituminous trail along the east side of Pilot Knob Road, from 173rd Street to the current terminus of the

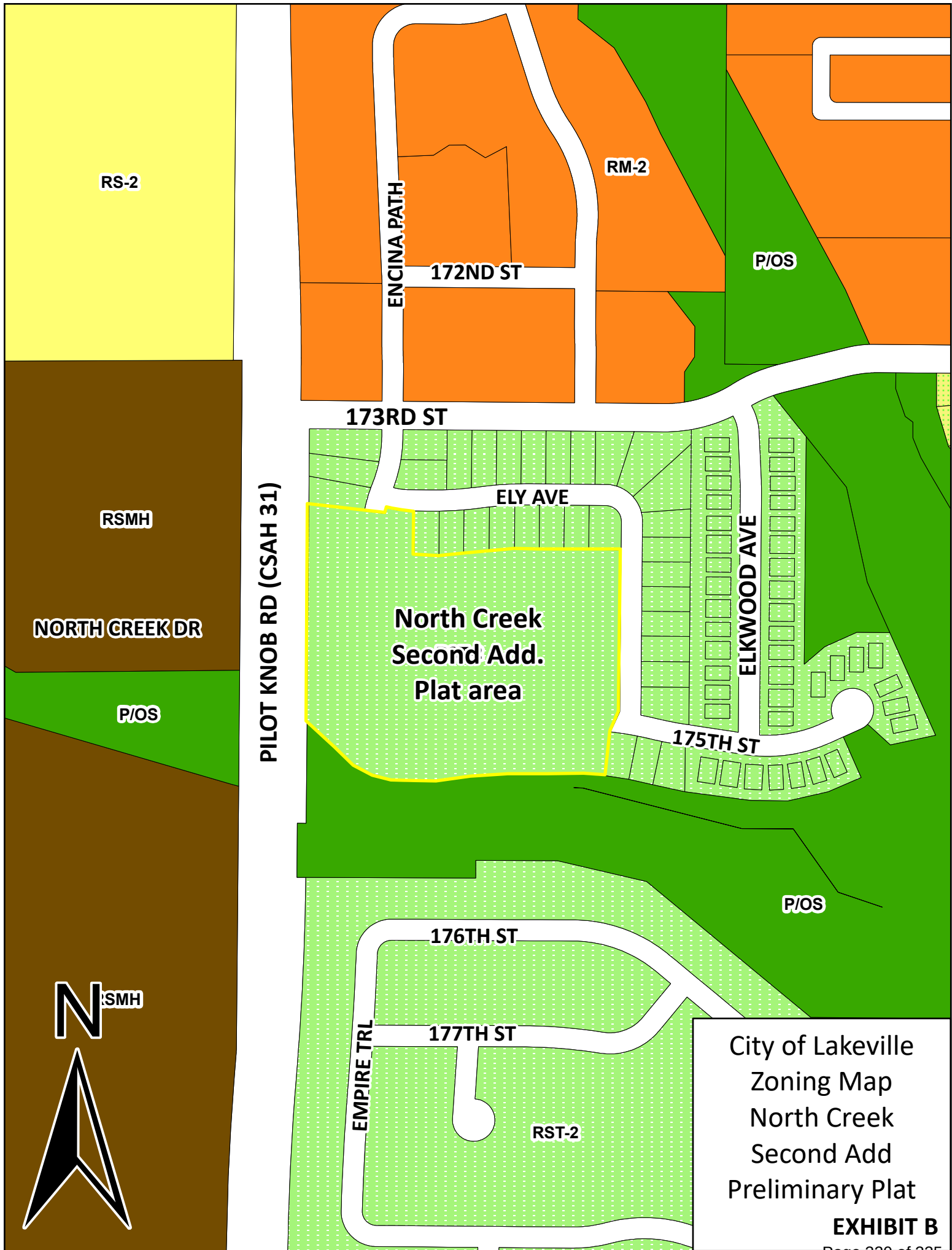
bituminous trail on the south side of the North Creek creek, per the Pheasant Run of Lakeville 7th Addition development contract.

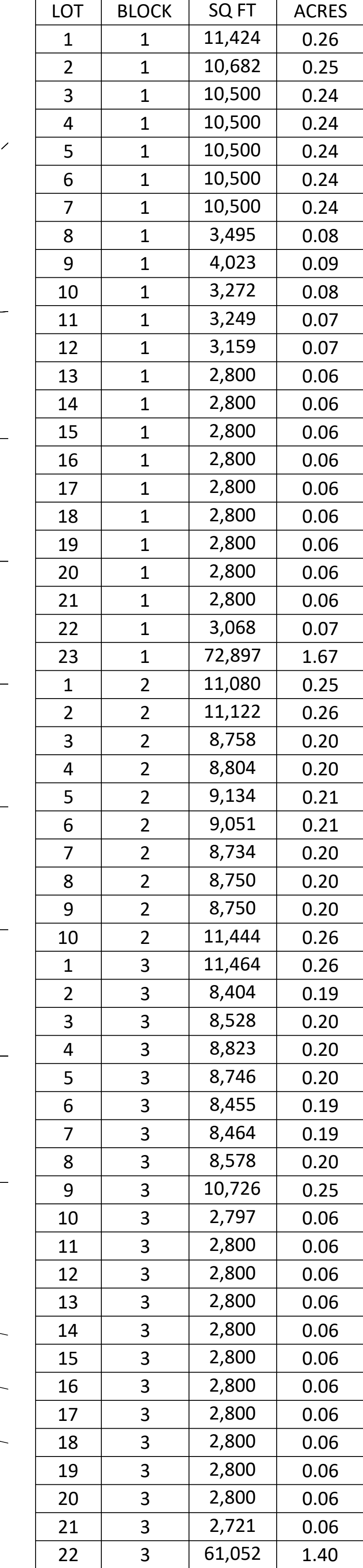
4. Buffer yard landscaping shall be installed according to the approved landscape plan. A security for the buffer yard landscaping shall be submitted with the final plat.
5. Lots 1-7, Block 1 must sod the buffer yard to the rear property line. A \$1,000 per lot security for these lots will be required with the building permit.
6. All new local utilities and any existing overhead service utilities located on the property shall be placed underground.
7. The existing house, accessory structures, fence, well, and septic system must be removed with the development of this property.
8. A homeowner's association must be established for ownership and maintenance of Lot 23, Block 1 and Lot 22, Block 3.
9. Prior to City Council consideration of the preliminary plat, the tree inventory must be revised to remove all off-site trees and the counts for total trees, to be saved, and to be removed updated on the plan, and to indicate on the plan which trees are proposed to be removed.
10. Prior to City Council consideration of the preliminary plat, the landscape plan must be modified to include the specific species of spruce and pine to be planted, subject to the approval of the City Forester.



City of Lakeville
Site Location Map
North Creek
Second Add
Preliminary Plat

EXHIBIT A



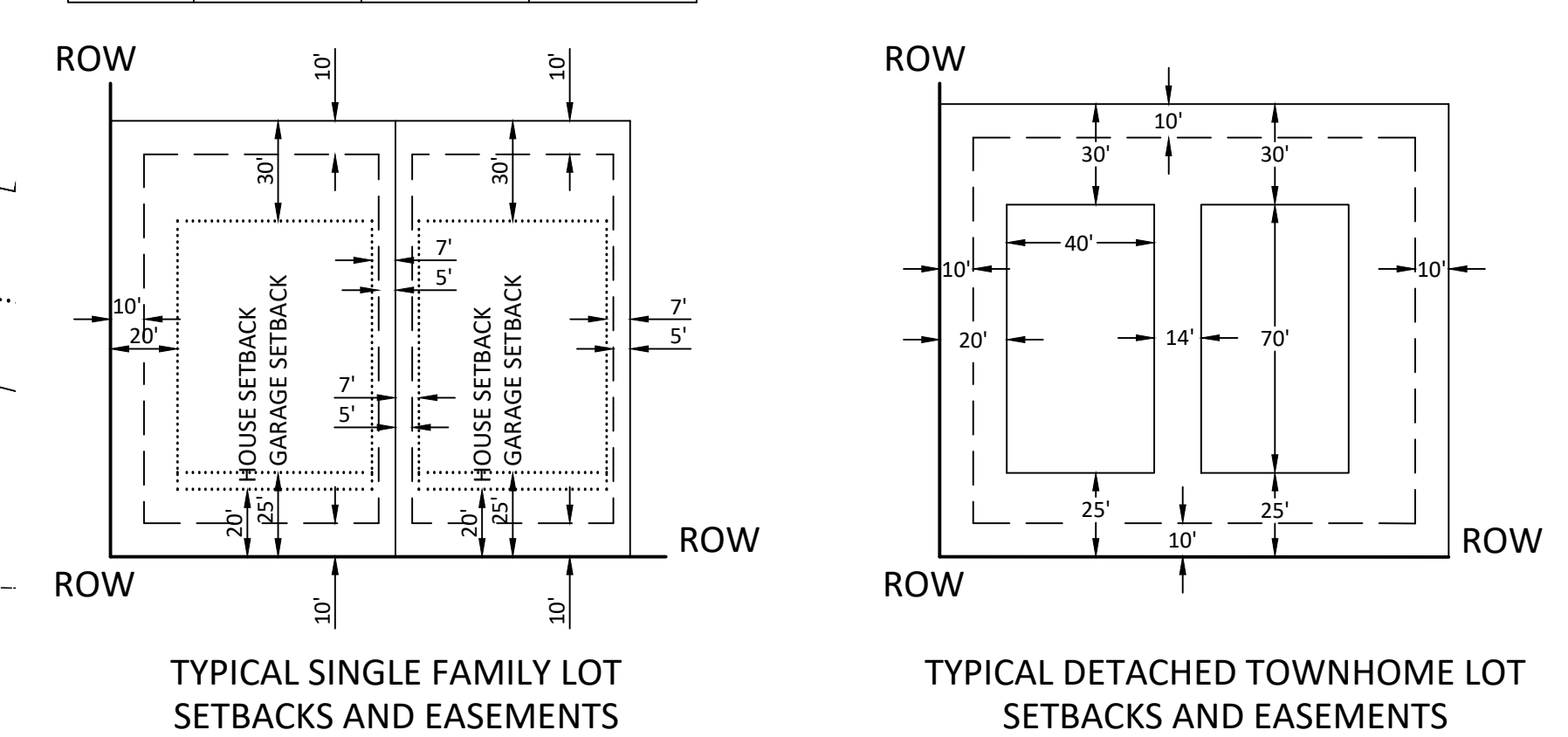


LOT	BLOCK	SQ FT	ACRES
1	1	11,424	0.26
2	1	10,682	0.25
3	1	10,500	0.24
4	1	10,500	0.24
5	1	10,500	0.24
6	1	10,500	0.24
7	1	10,500	0.24
8	1	3,495	0.08
9	1	4,023	0.09
10	1	3,272	0.08
11	1	3,249	0.07
12	1	3,159	0.07
13	1	2,800	0.06
14	1	2,800	0.06
15	1	2,800	0.06
16	1	2,800	0.06
17	1	2,800	0.06
18	1	2,800	0.06
19	1	2,800	0.06
20	1	2,800	0.06
21	1	2,800	0.06
22	1	3,068	0.07
23	1	72,897	1.67
1	2	11,080	0.25
2	2	11,122	0.26
3	2	8,758	0.20
4	2	8,804	0.20
5	2	9,134	0.21
6	2	9,051	0.21
7	2	8,734	0.20
8	2	8,750	0.20
9	2	8,750	0.20
10	2	11,444	0.26
1	3	11,464	0.26
2	3	8,404	0.19
3	3	8,528	0.20
4	3	8,823	0.20
5	3	8,746	0.20
6	3	8,455	0.19
7	3	8,464	0.19
8	3	8,578	0.20
9	3	10,726	0.25
10	3	2,797	0.06
11	3	2,800	0.06
12	3	2,800	0.06
13	3	2,800	0.06
14	3	2,800	0.06
15	3	2,800	0.06
16	3	2,800	0.06
17	3	2,800	0.06
18	3	2,800	0.06
19	3	2,800	0.06
20	3	2,800	0.06
21	3	2,721	0.06
22	3	61,052	1.40

<u>ZONING CLASSIFICATION</u>		RST-2
<u>SINGLE FAMILY LOT REQUIREMENTS (RST-2)</u>		
MIN. LOT AREA - INTERIOR LOTS		8,400 S.F.
MIN. LOT WIDTH AT SETBACK - INTERIOR LOTS		70 FEET
MIN. LOT AREA - CORNER LOTS		10,200 S.F.
MIN. LOT WIDTH AT SETBACK - CORNER LOTS		85 FEET
MIN. LOT DEPTH - DOUBLE FRONTAGE		150 FEET
<u>SINGLE FAMILY MINIMUM SETBACKS (RST-2)</u>		
FRONT (HOUSE/GARAGE)	20 FEET /	25 FEET
SIDE		7 FEET
SIDE (STREET)		20 FEET
REAR		30 FEET
REAR (Pilot Knob Road)		50 FEET
<u>TOWNHOMES MINIMUM SETBACKS (RM-1)</u>		
ROW TO FRONT		25 FEET
BETWEEN BLDGS		14 FEET
SIDE (STREET)		20 FEET
REAR		30 FEET



EXHIBIT C



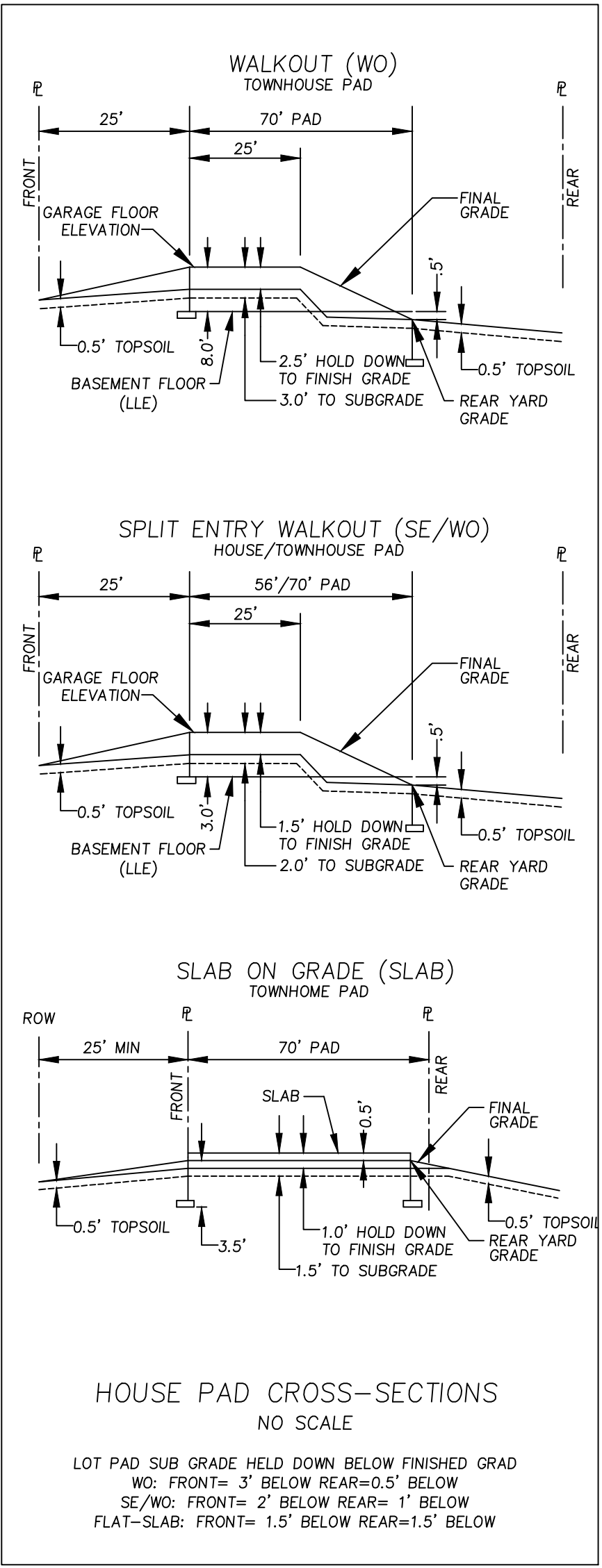
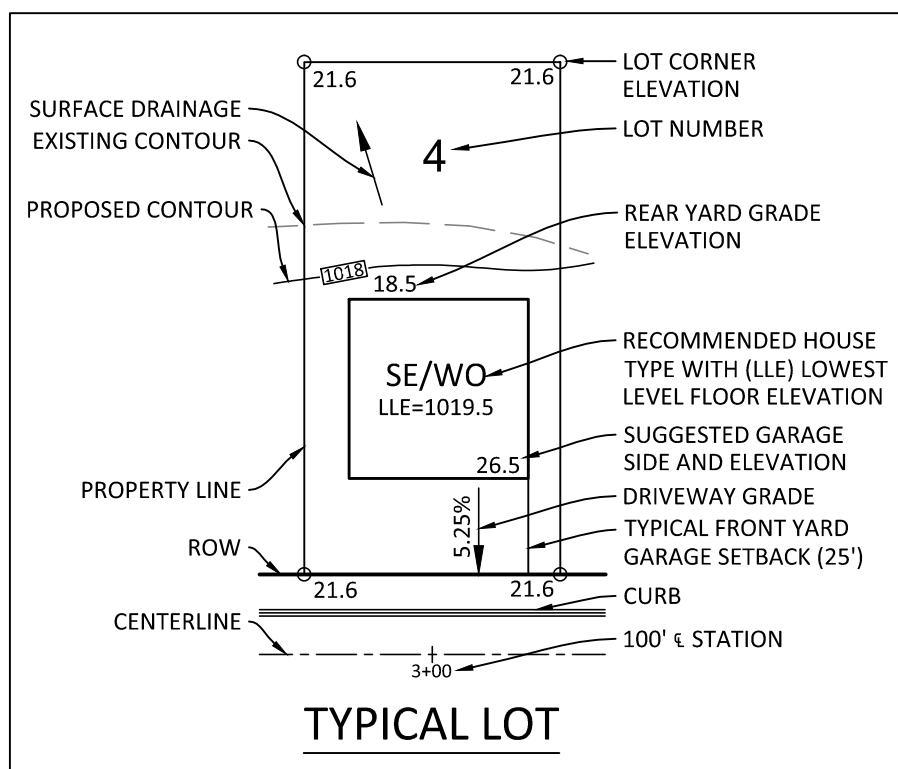
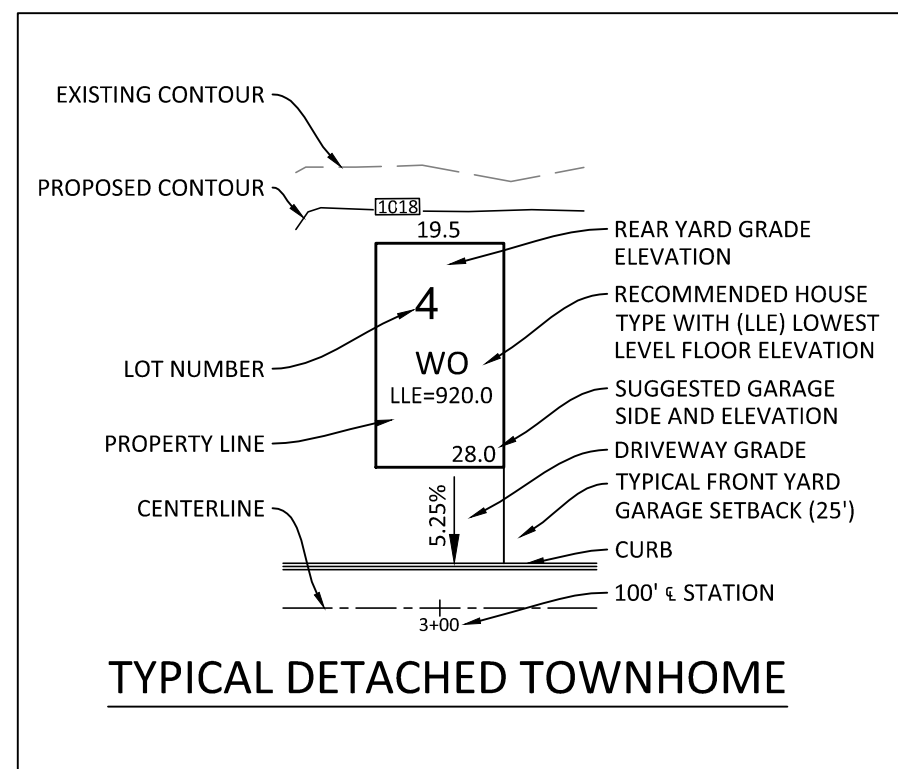
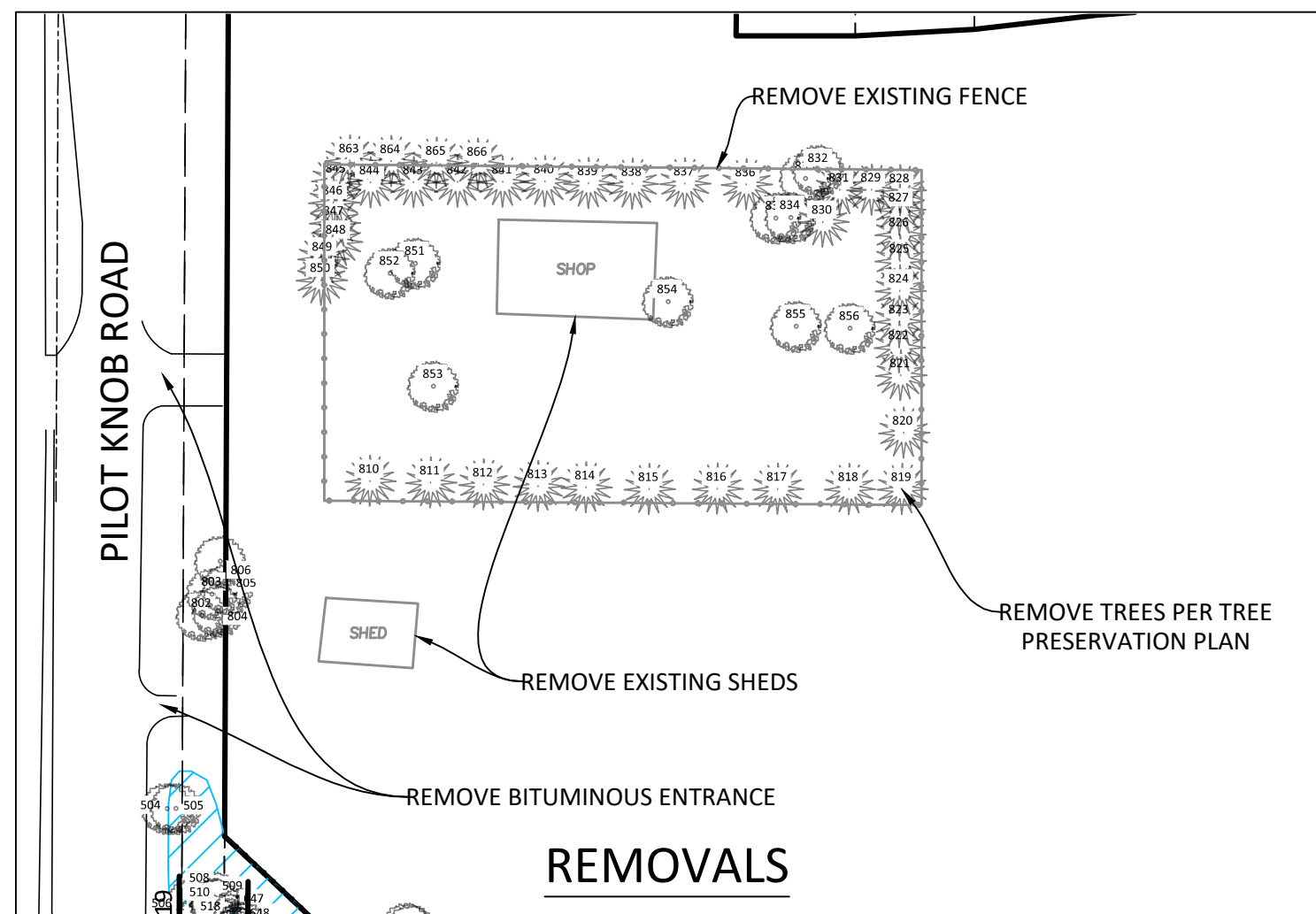
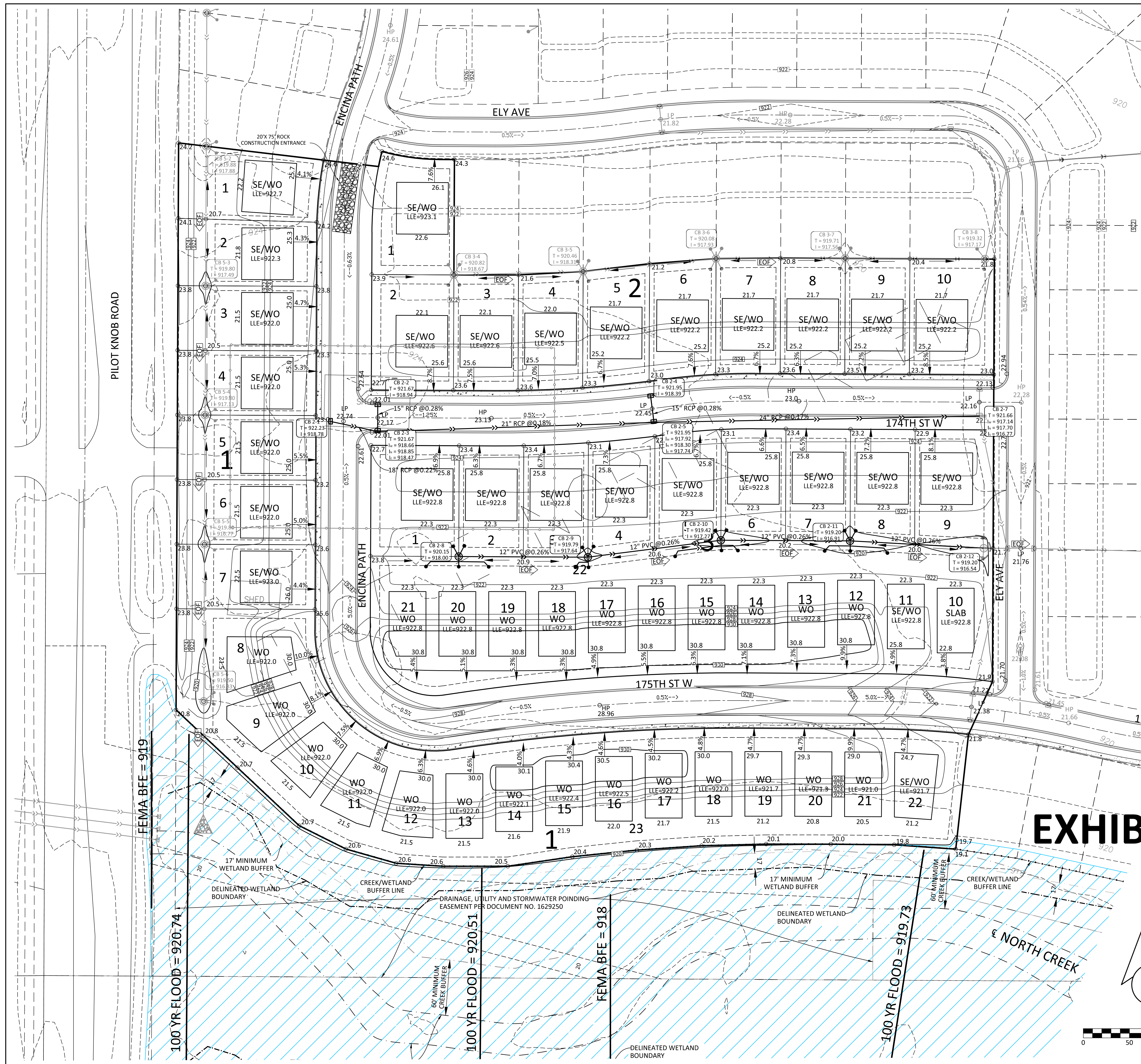
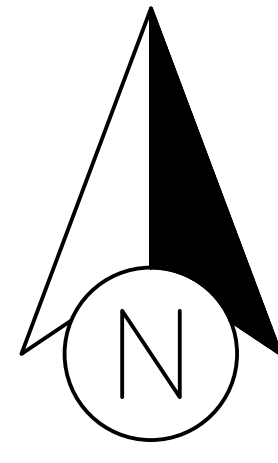


EXHIBIT D



6001 Egan Drive, Ste 100, Savage, MN 55378
Phone: 952.226.3200 Web: www.kjwalk.com

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly registered engineer under the laws of the State of Minnesota.

Handwritten signature

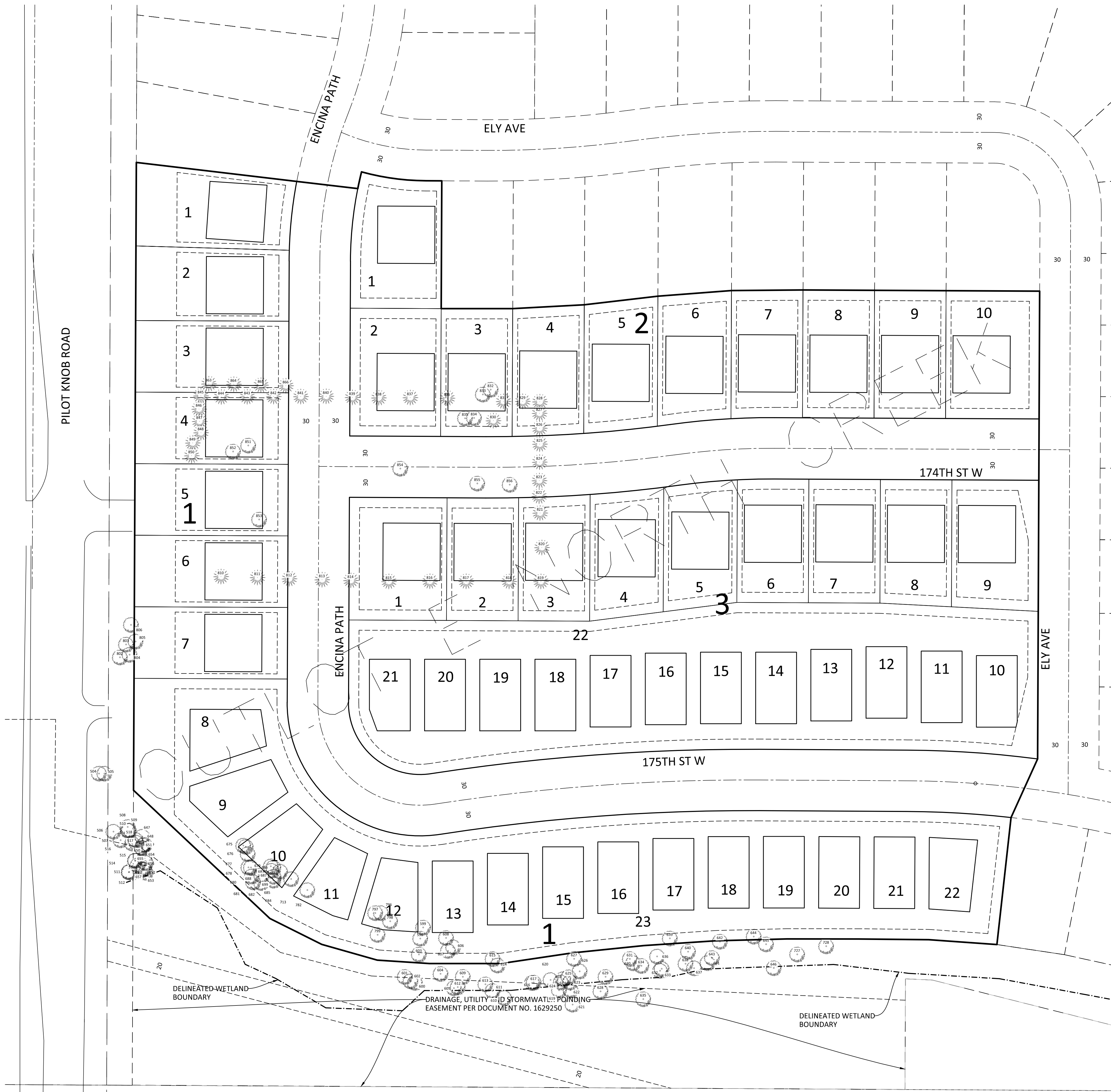
Luke Warren Israelson
Registration #: 51362 Date: 9/17/2025

Date: 07/15/2025 Revision: Original
09/17/2025 Revised Per City Comments



For Review
September 17, 2025
Grading and Removals

SHEET 3 of 10

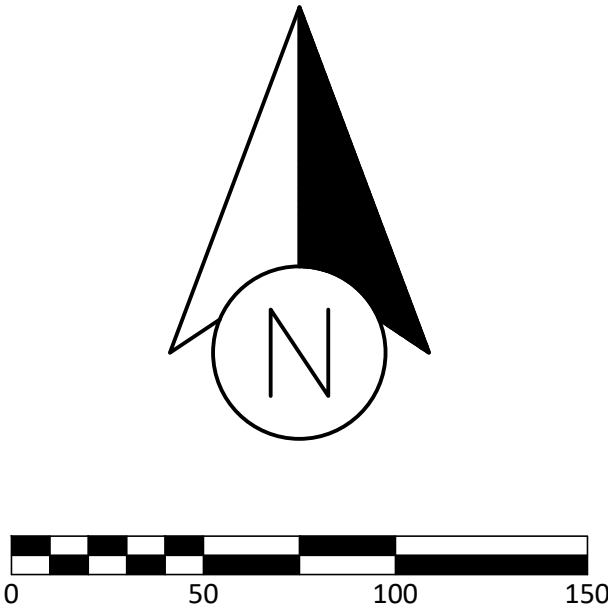


Tag No.	Species	Diameter	Health	Tag No.	Species	Diameter	Health
504	Willow	10	3	796	Boxelder	14	4
505	Willow	13	3	797	Elm	10	2
506	Willow	8	4	798	Elm	9	2
507	Willow	11	4	799	Elm	10	2
508	Cottonwood	14	4	802	Cottonwood	7	5
509	Cottonwood	11	4	803	Cottonwood	11	5
510	Willow	13	3	804	Cottonwood	12	5
511	Cottonwood	13	4	805	Cottonwood	12	5
512	Cottonwood	17	5	806	Cottonwood	15	4
513	Cottonwood	13	5	810	Spruce		4
514	Cottonwood	16	5	811	Spruce		0
515	Cottonwood	15	4	812	Spruce		0
516	Cottonwood	21	5	813	Spruce		0
517	Cottonwood	10	4	814	Spruce		0
518	Cottonwood	15	5	815	Spruce		1
598	Cottonwood	13	4	816	Spruce		1
599	Cottonwood	11	4	817	Spruce		0
600	Cottonwood	14	3	818	Spruce		4
601	Cottonwood	13	4	819	Spruce		4
602	Cottonwood	11	4	820	Spruce		4
603	Cottonwood	22	5	821	Spruce		4
604	Cottonwood	6	4	822	Spruce		4
605	Cottonwood	6	4	823	Spruce		4
606	Cottonwood	7	4	824	Spruce		4
607	Cottonwood	13	0	825	Spruce		4
608	Cottonwood	22	5	826	Spruce		4
609	Cottonwood	6	4	827	Spruce		4
610	Cottonwood	7	3	828	Spruce		4
611	Cottonwood	14	5	829	Spruce		4
612	Cottonwood	7	3	830	Spruce		4
613	Cottonwood	13	4	831	Spruce		4
614	Cottonwood	11	4	832	Birch	6	4
615	Cottonwood	20	5	833	Birch	6	4
616	Cottonwood	14	5	834	Birch	6	4
617	Boxelder	11	3	835	Birch	6	4
618	Cottonwood	8	4	836	Spruce		4
619	Cottonwood	21	5	837	Spruce		4
620	Cottonwood	11	4	838	Spruce		4
621	Cottonwood	13	5	839	Spruce		4
622	Cottonwood	12	5	840	Spruce		4
623	Cottonwood	15	4	841	Spruce		4
624	Cottonwood	10	4	842	Spruce		4
625	Cottonwood	18	5	843	Spruce		4
626	Cottonwood	22	5	844	Spruce		4
627	Cottonwood	15	5	845	Spruce		4
628	Cottonwood	19	5	846	Spruce		4
629	Cottonwood	23	5	847	Spruce		4
630	Boxelder	23	3	848	Spruce		4
631	Boxelder	14	0	849	Spruce		4
632	Boxelder	15	3	850	Spruce		4
633	Boxelder	7	4	851	Birch	6	4
634	Boxelder	6	3	852	Birch	6	4
635	Boxelder	7	4	853	Ash	5	0
636	Boxelder	13	4	854	Ash	6	4
637	Boxelder	19	3	855	Ash	5	4
638	Boxelder	8	4	856	Ash	7	4
639	Boxelder	8	4	857	Spruce		4
640	Boxelder	9	4	858	Spruce		4
641	Boxelder	7	4	859	Spruce		4
642	Boxelder	7	4	860	Spruce		4
643	Boxelder	16	4	861	Spruce		4
644	Boxelder	12	3	862	Spruce		4
645	Boxelder	10	3	863	Spruce		0
646	Boxelder	9	4	864	Spruce		0
647	Boxelder	12	4	865	Spruce		4
648	Boxelder	10	3	866	Spruce		4
649	Boxelder	14	4	867	Spruce		4
650	Boxelder	10	4	868	Spruce		4
651	Boxelder	8	3	869	Spruce		4
652	Boxelder	20	4	870	Spruce		4
653	Boxelder	7	4	871	Spruce		4
654	Boxelder	9	4	872	Spruce		4
655	Boxelder	7.5	0	873	Spruce		4
656	Boxelder	8	4	874	Spruce		4
657	Boxelder	7	4				
675	Boxelder	8	5				
676	Boxelder	6	5				
677	Boxelder	7	5				
678	Boxelder	6	4				
679	Willow	18	4				
680	Boxelder	6	0				
681	Willow	15	3				
682	Willow	8	4				
683	Willow	12	4				
684	Willow	14	5				
685	Willow	12	4				
686	Willow	10	4				
687	Willow	11	4				
688	Willow	16	4				
699	Willow	13	4				
713	Willow	28	3				
727	Boxelder	12	3				
728	Boxelder	18	4				
782	Boxelder	8	3				

Health	
0	Dead
1	Poor
2	Marginal
3	Good
4	Excellent

Legend	
4010	Existing trees to be saved
4010	Existing trees to be removed

Total # of trees	168
Trees Saved	103
Trees Removed	65



6001 Egan Drive, Ste 100, Savage, MN 55378
Phone: 952.226.3200 Web: www.kjwalk.com

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly registered engineer under the laws of the State of Minnesota.

[Signature]

Luke Warren Israelson
Registration #: 51362 Date: 9/17/2025

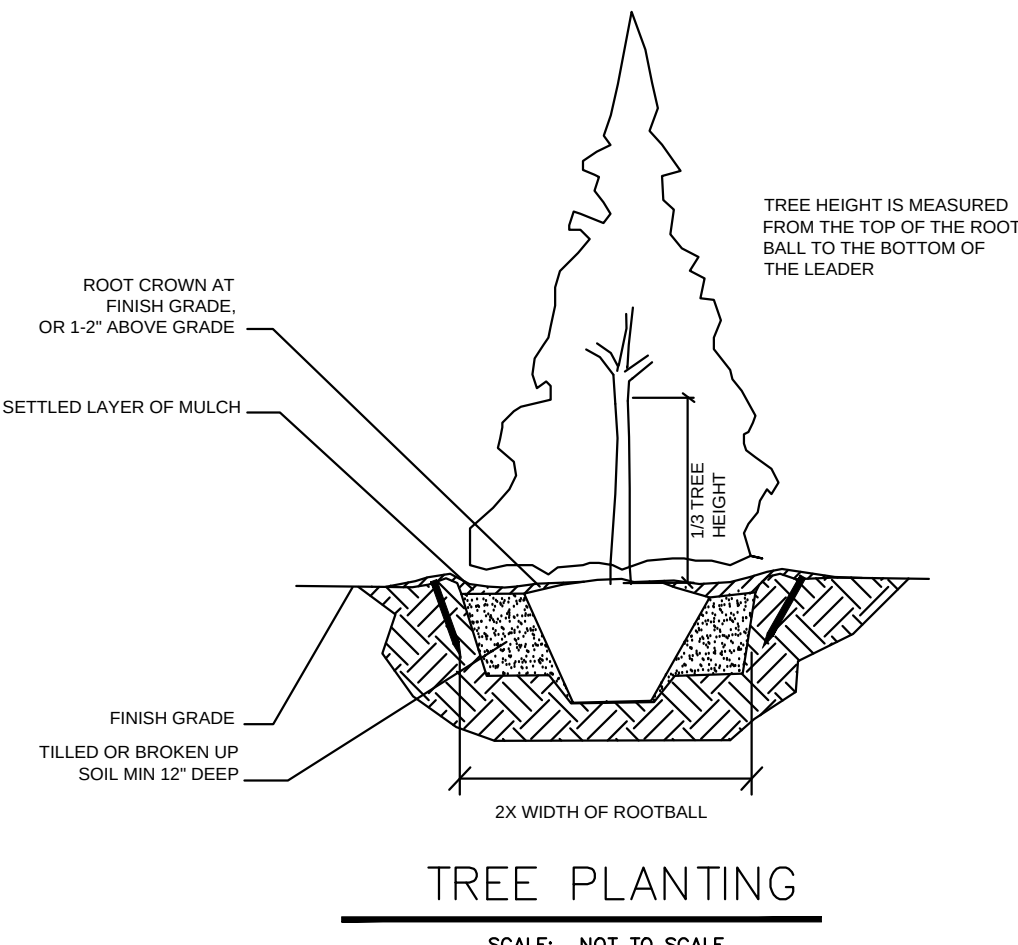
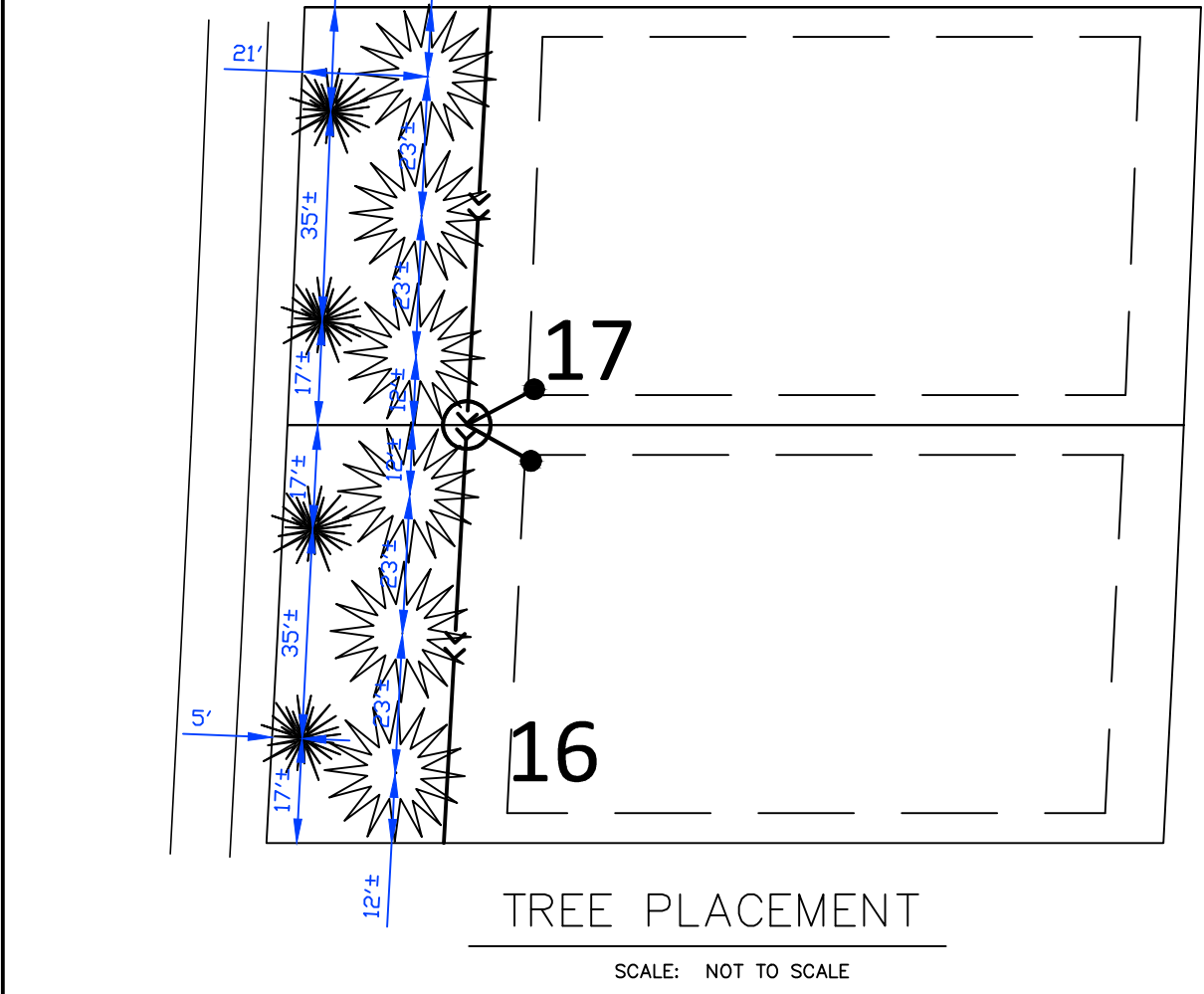
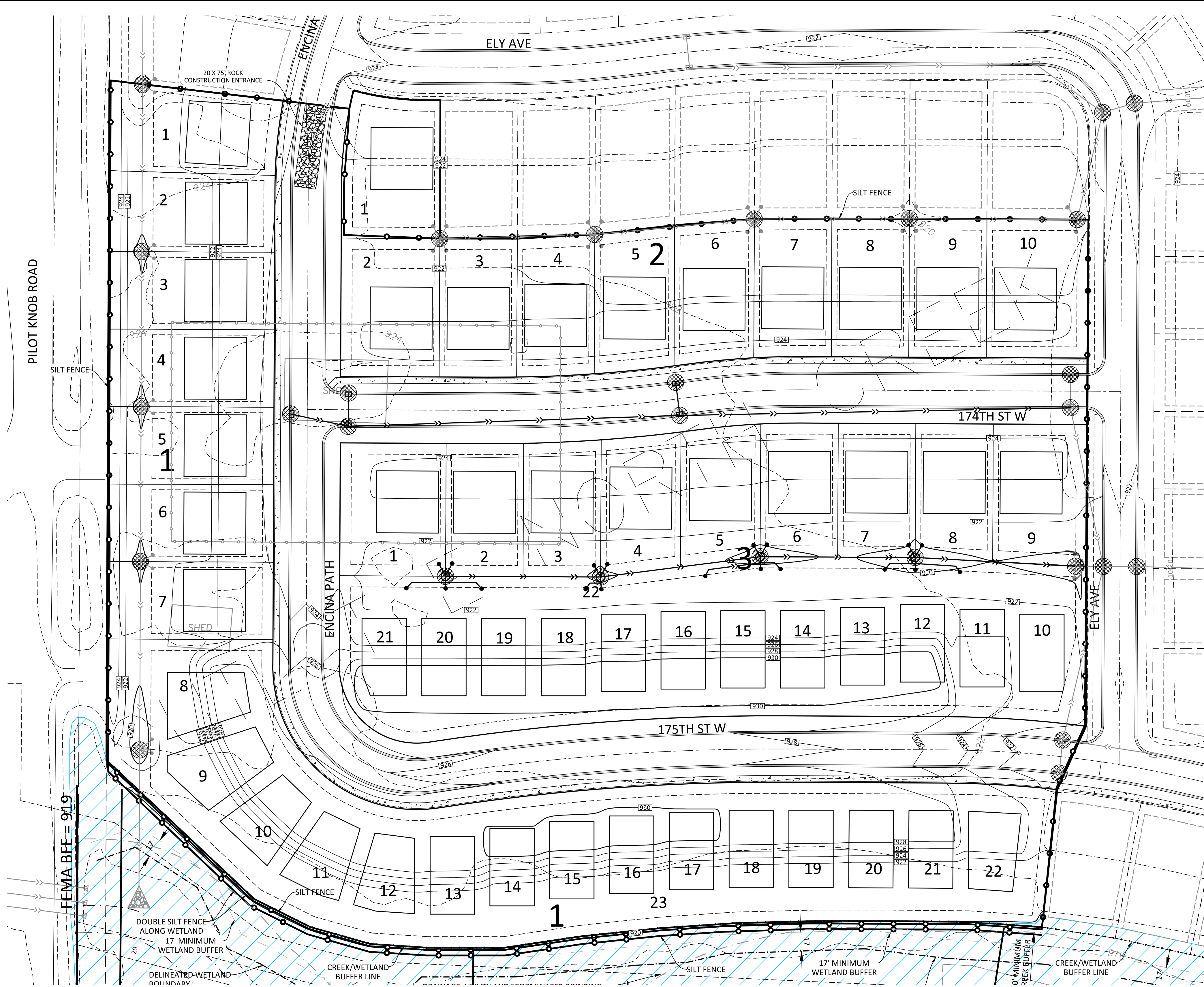
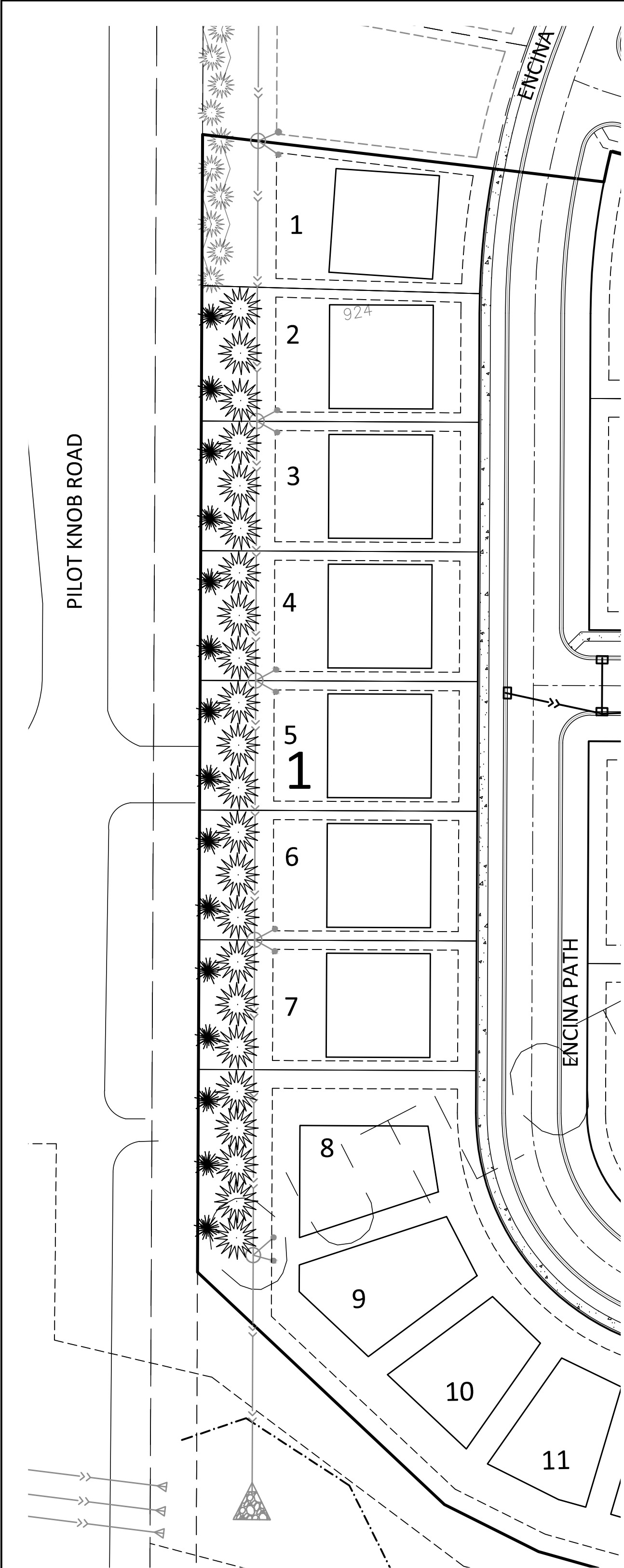
Date:	Revision:
07/15/2025	Original
09/17/2025	Revised Per City Comments



For Review
September 17, 2025
Preliminary Plat

SHEET 2 of 2

EXHIBIT E



SYMBOL	ID#	COMMON NAME	SIZE	#
	PS	PINE/SPRUCE	8'-0"	23
	AT	ARBORVITAE "TECHNY"	8'-0"	15
		TOTAL		38

LEGEND

- CB & DROP IN INLET PROTECTORS
- SEED & BLANKET
- RIP RAP
- SILT FENCE

NOTES:

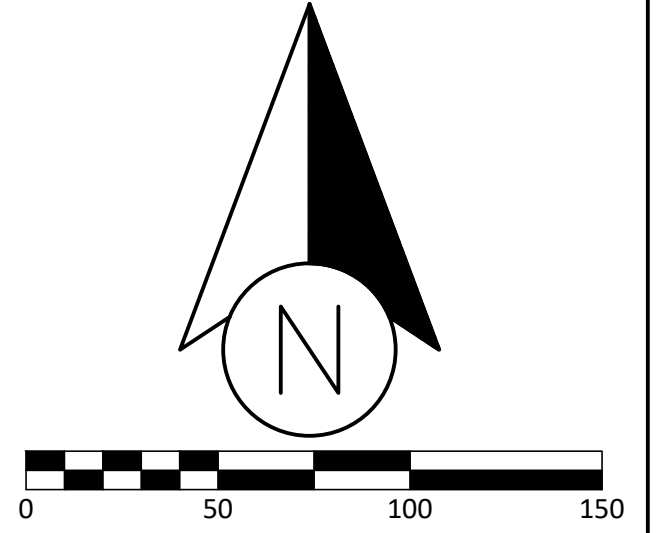
MAXIMUM ALLOWABLE SLOPE 3:1

PONDS MAY BE USED AS TEMPORARY SEDIMENTATION BASINS DURING CONSTRUCTION, IF A POND IS USED AS A TEMP. SED. BASIN IT MUST BE CLEANED OUT PRIOR TO BEING PUT INTO SERVICE.

DRAINAGE TO THE TEMPORARY SEDIMENTATION BASINS MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.

- MN DOT MIX 250(70LBS/AC) USED IN RIGHT OF WAY
- MN DOT MIX 325(84LBS/AC) USED ON PONDS BELOW HWL
- MN DOT MIX 328(88LBS/AC) USED ON PONDS ABOVE HWL

STOCKPILES TO BE STABILIZED IF NOT UTILIZED FOR MORE THAN 7 DAYS.



6001 Egan Drive, Ste 100, Savage, MN 55378
Phone: 952.226.3200 Web: www.kjwalk.com

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly registered engineer under the laws of the State of Minnesota.

Luke Warren Israelson
Registration #: 51362 Date: 9/17/2025

Date: 07/15/2025 Revision: Original
09/17/2025 Revised Per City Comments

For Review
September 17, 2025
Erosion Control and
Landscape Plan

SHEET 2 of 10

EXHIBIT F

Water main to be installed in strict accordance with the most current edition of the CEAM specifications.

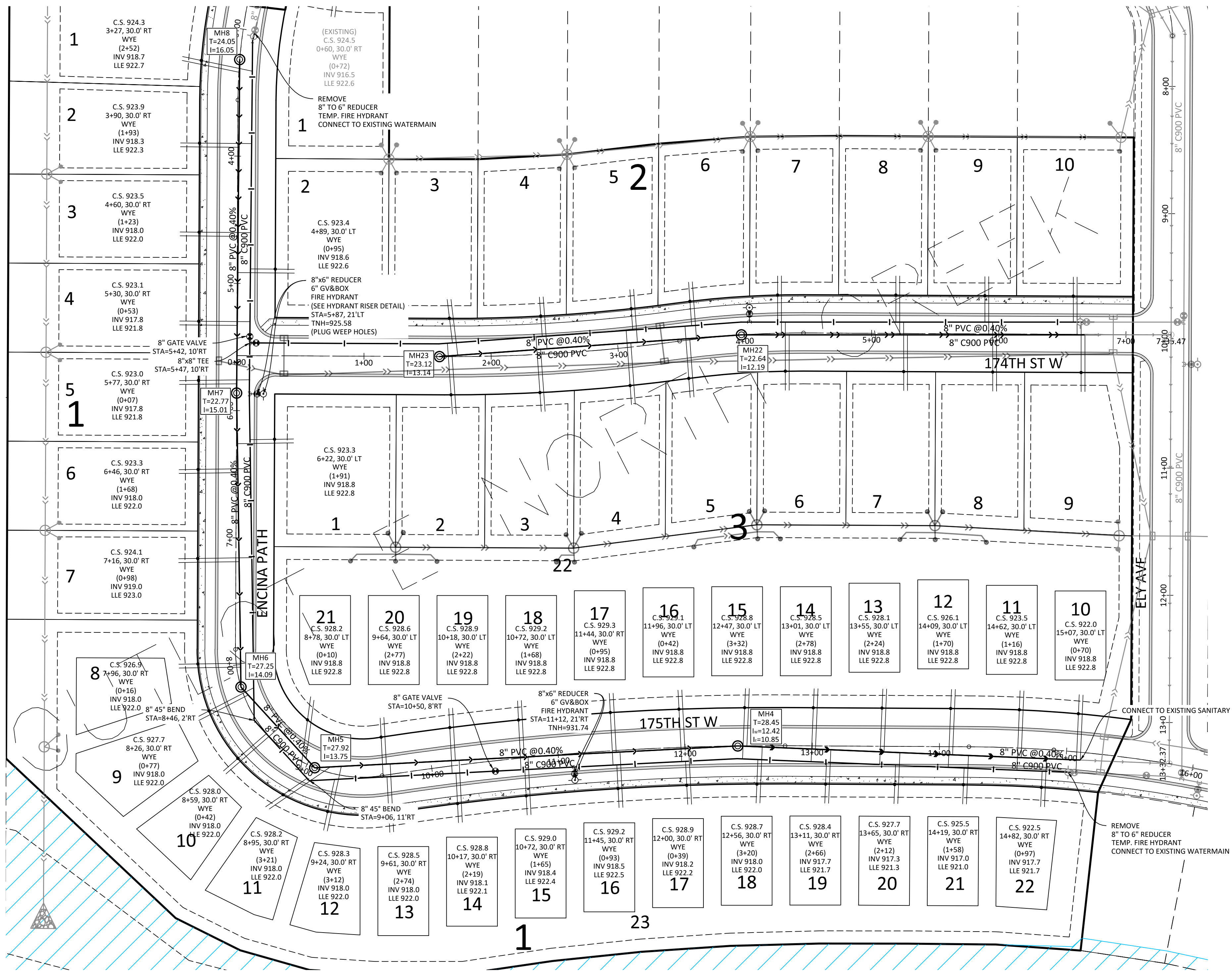
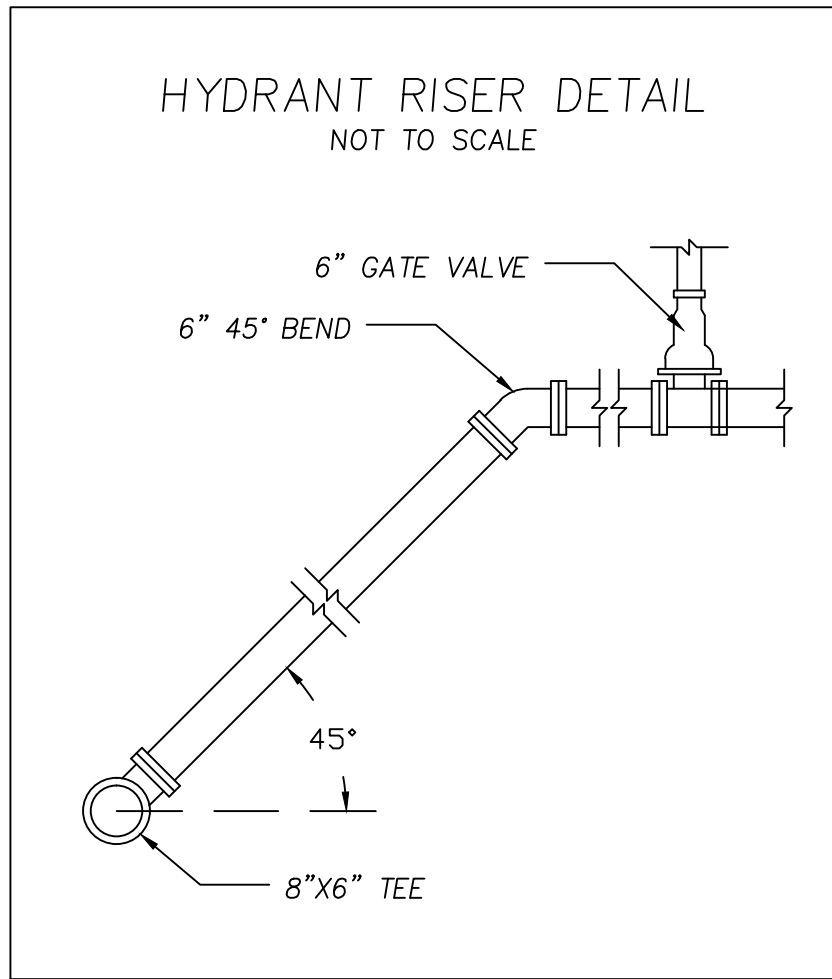
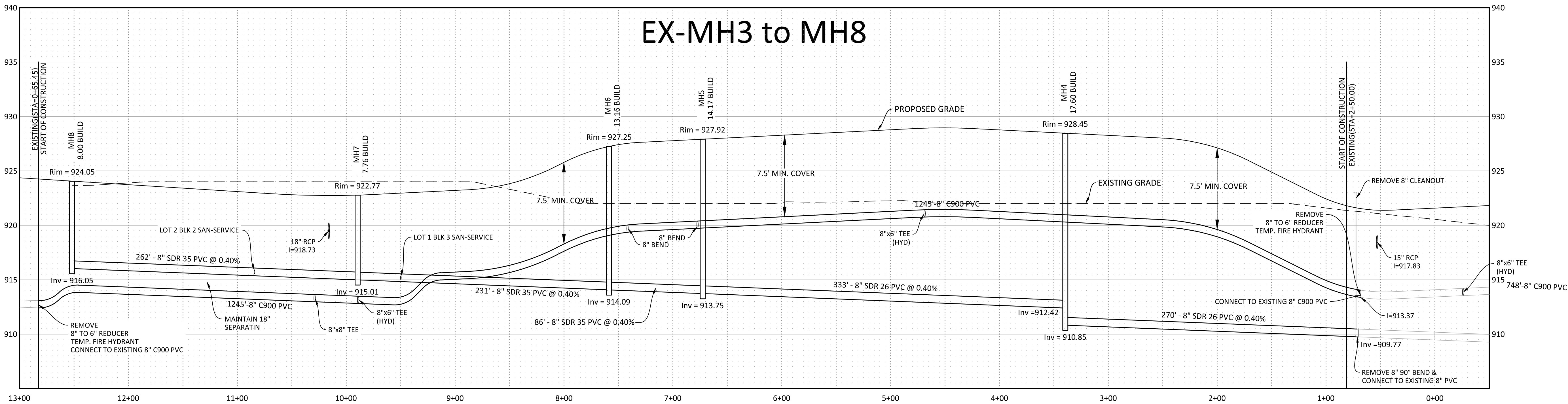


EXHIBIT G

EX-MH3 to MH8



6001 Egan Drive, Ste 100, Savage, MN 55378
Phone: 952.226.3200 Web: www.kjwalk.com

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly registered engineer under the laws of the State of Minnesota.

Handwritten signature

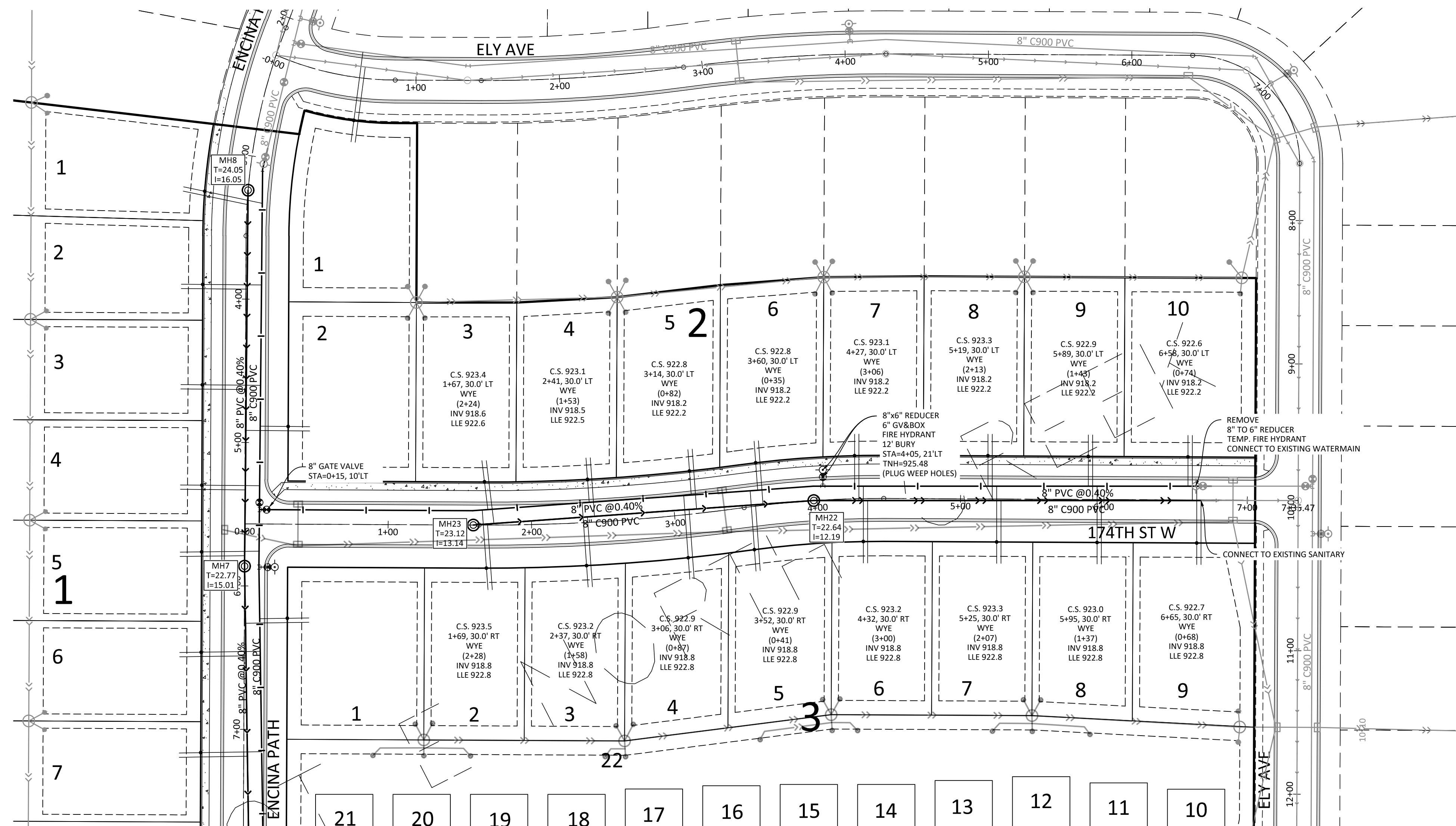
Luke Warren Israelson
Registration #: 51362 Date: 9/17/2025

Date:	Revision:
07/15/2025	Original
09/17/2025	Revised Per City Comments



For Review
September 17, 2025
Sanitary Sewer &
Water Main Construction

SHEET 5 of 10



I hereby certify that this plan was prepared by me,
or under my direct supervision, and that I am a
duly registered engineer under the laws of the
State of Minnesota.

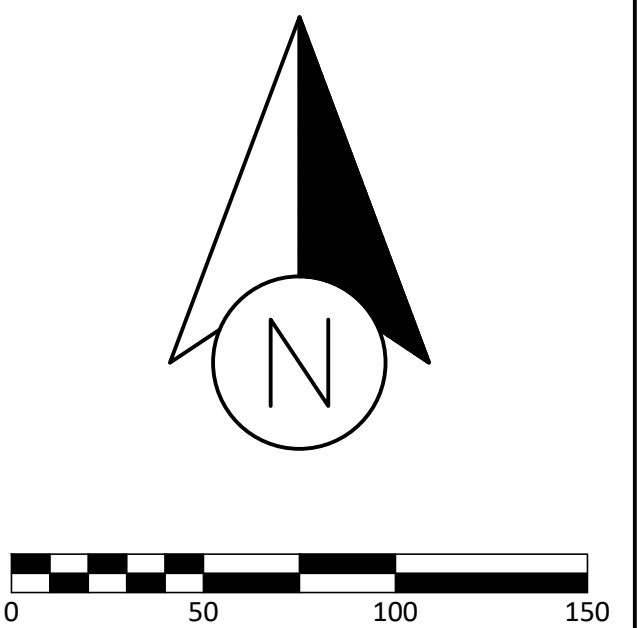
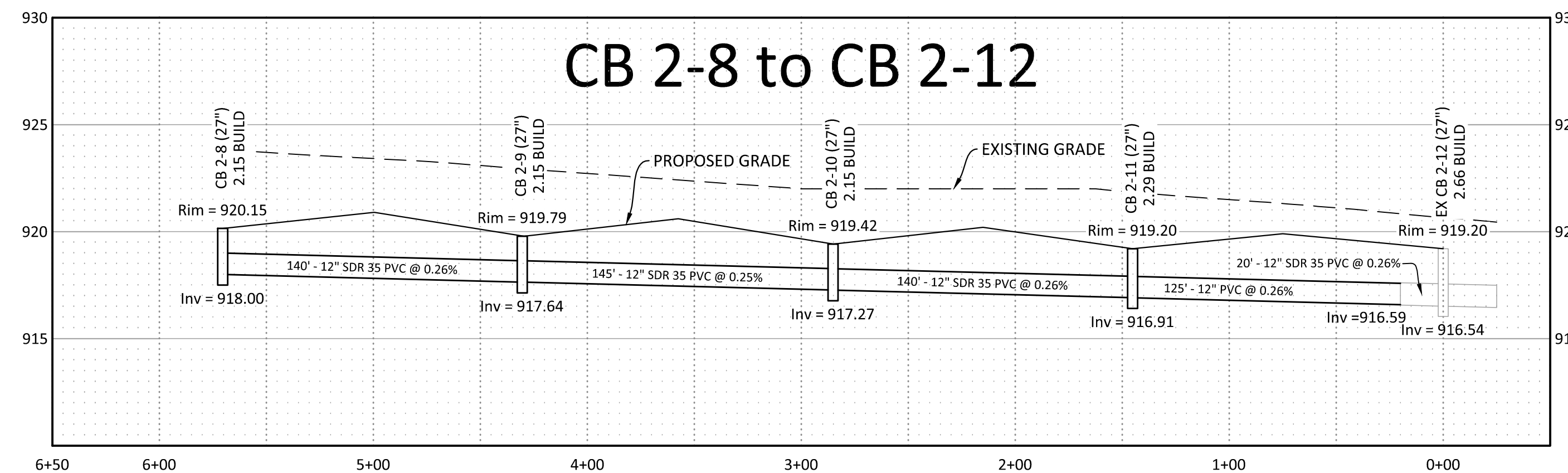
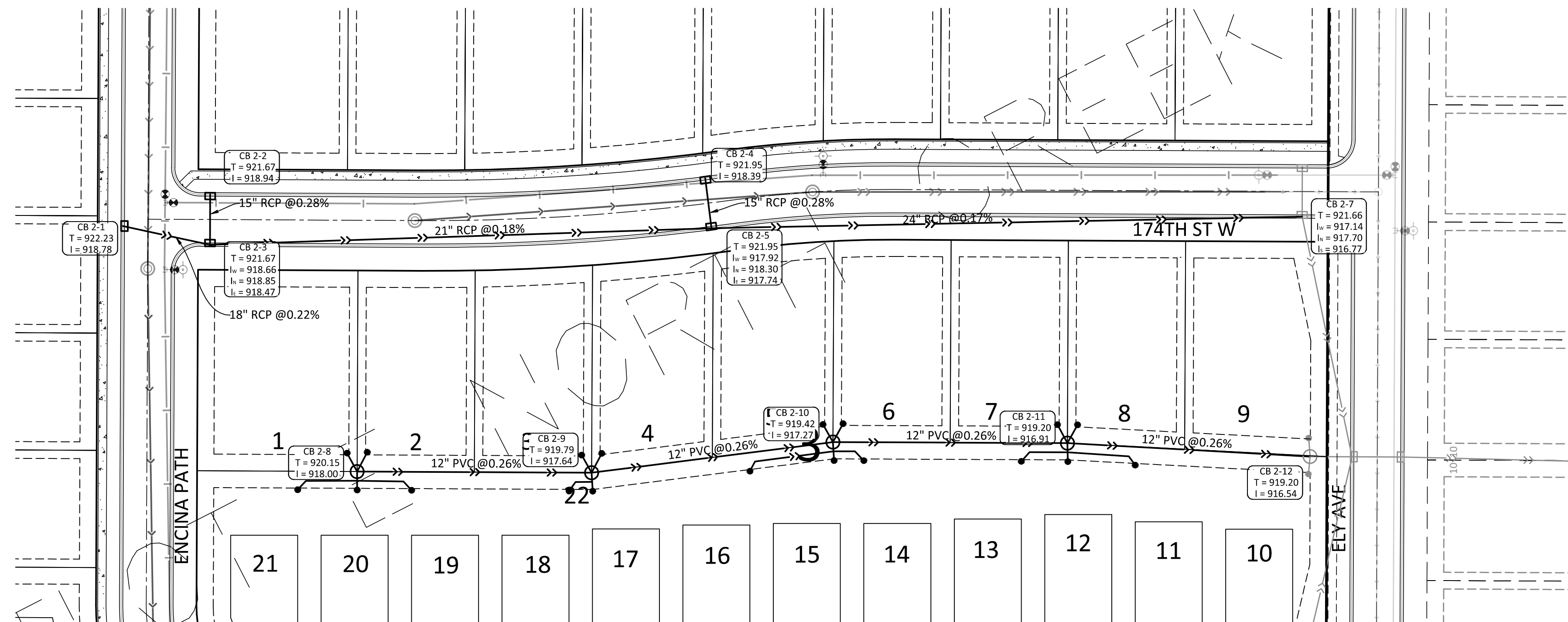
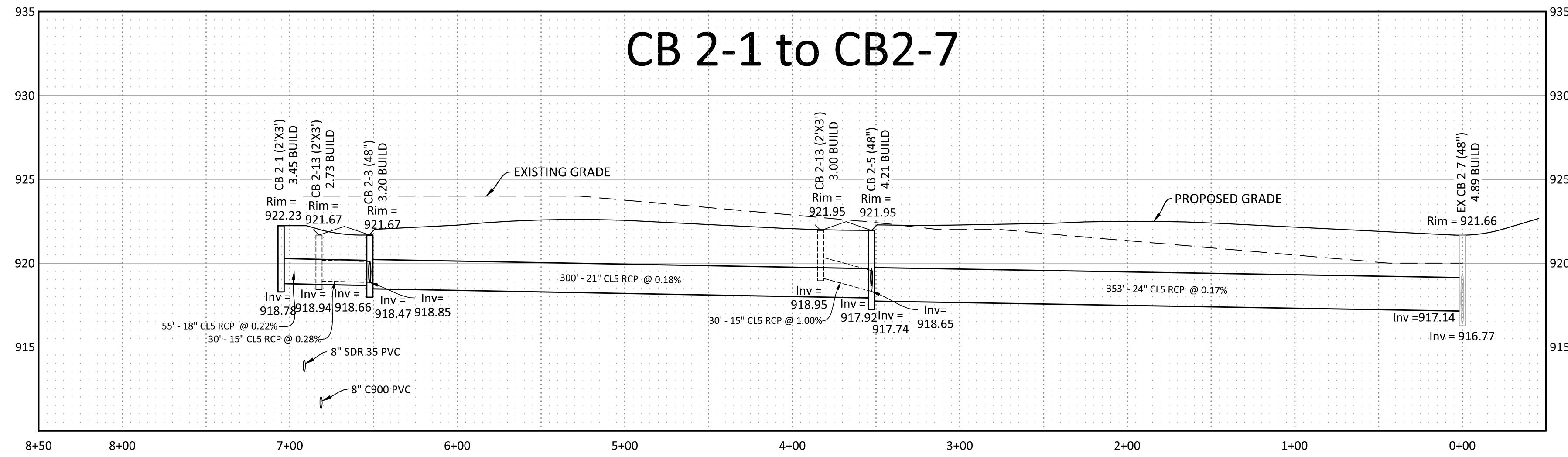
[Signature]

Date:	Revision:
07/15/2025	Original
09/17/2025	Revised Per City Comments

[illegible]

For Review September 17, 2025
Sanitary Sewer & Water Main Construction

SHEET 6 of 10



6001 Egan Drive, Ste 100, Savage, MN 55378
Phone: 952.226.3200 Web: www.kjwalk.com

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly registered engineer under the laws of the State of Minnesota.

[Signature]
Luke Warren Israelson
Registration #: 51362 Date: 9/17/2025

Date:	Revision:
07/15/2025	Original
09/17/2025	Revised Per City Comments



For Review
September 17, 2025
Storm Sewer Construction

SHEET 7 of 10

EXHIBIT H



Dakota County Surveyor's Office

Western Service Center • 14955 Galaxie Avenue • Apple Valley, MN 55124
952.891-7087 • Fax 952.891-7127 • www.co.dakota.mn.us

August 15, 2025

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **NORTH CREEK SECOND ADDITION**

The Dakota County Plat Commission met on August 13, 2025, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 31 (Pilot Knob Rd.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The proposed plat is a replat of Outlot E, NORTH CREEK. The future right of way needs are 100 feet of half right of way along CSAH 31. The plat includes the proper road dedication along CSAH 31. Restricted access is shown along all of Outlot E. There were no other comments.

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners meeting on September 9, 2025.

Traffic volumes on CSAH 31 are 21,672 ADT and are anticipated to be 33,000 ADT by the year 2040. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

A handwritten signature in black ink that reads "Todd B. Tollefson".

Todd B. Tollefson
Secretary, Plat Commission

c: Luke Israelson, KC Walk

EXHIBIT I



Memorandum

To: Kris Jenson, Planning Manager

From: Alanna Sobottka, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director

Copy: Zach Johnson, City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official

Date: November 24, 2025

Subject: North Creek Second Addition

- Preliminary Plat Review
- Preliminary Erosion and Sediment Control Plan Review
- Preliminary Grading and Drainage Plan
- Preliminary Utility Plan Review
- Preliminary Tree Preservation Plan Review

BACKGROUND

KJ Walk, Inc. has submitted a preliminary plat named North Creek Second Addition. The proposed subdivision is located south of and adjacent to 173rd Street, east of and adjacent to Pilot Knob Road (CSAH 31), north and west of and adjacent to two Vermillion River Watershed Joint Powers Organization (VRWJPO) principal connectors (Tributary No. 1 to North Creek and North Creek). The parent parcel consists of Outlot E, North Creek (PID No. 225208000050) zoned RST-2.

The preliminary plat consists of twenty-six (26) single family lots, twenty-seven (27) detached townhome lots, and two (2) Homeowners Association (HOA) common lots within three (3) blocks on 13.35 acres.

The proposed development will be completed by:

Developer:	KJ Walk, Inc.
Engineer/Surveyor:	KJ Walk, Inc.

SITE CONDITIONS

The North Creek Second Addition site consists of Outlot E, North Creek totaling 13.35 acres and lies north of North Creek, which runs along the southern property line from the west to the east. The parcel consists of land that was primarily mass graded with the development of North Creek. There was a previous homestead with a house, fence, sheds, well and septic on the property that shall be removed in full with the development of the site.

STREET AND SUBDIVISION LAYOUT

Pilot Knob Road (CSAH 31)

North Creek Second Addition is located east of and adjacent to Pilot Knob Road, a minor arterial County highway, as identified in the City's Transportation Plan. Pilot Knob Road adjacent to the site is a four-lane divided rural roadway. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 100-feet and designates it as a future six-lane divided urban roadway over its entire length adjacent to the plat. The expansion of Pilot Knob Road to a six-lane roadway is not identified in the City's or County's current Capital Improvement Plans. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission at its August 15, 2025 meeting. There will be no access to the development from Pilot Knob Road.

175th Street

The development of North Creek Second Addition includes the extension of 175th Street, a local street. 175th Street is designed as a 32-foot wide, two-lane urban roadway with a five-foot concrete sidewalk along the south side of the street. The Developer is dedicating 60-feet of right-of-way in compliance with City ordinance requirements.

Encina Path

Development of North Creek Second Addition includes the extension of Encina Path, a local street which will be extended south from its current terminus at the north boundary of North Creek Second Addition. Encina Path is designed as a 32-foot wide, two-lane urban roadway with a five-foot concrete sidewalk along the west side of the street. The Developer is dedicating 60-feet of right-of-way in compliance with City ordinance requirements.

174th Street

The development of North Creek Second Addition includes the construction of 174th Street, a local street. 174th Street is designed as a 32-foot wide, two-lane urban roadway with a five-foot concrete sidewalk along the north side of the street. The Developer is dedicating 60-feet of right-of-way in compliance with City ordinance requirements.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and street construction shall be through a rock construction entrance on Encina Path south of 173rd Street.

PARKS, TRAILS AND SIDEWALKS

Development of North Creek Second Addition includes the construction of public sidewalks along the west side of Encina Path, north side of 174th Street, and the south side of 175th Street.

The parks and trails within North Creek Second Addition are to be developed to allow for connection to other local and regional facilities as part of the City's overall Parks, Trails and Open Space System Plan. Consistent with the City's Parks Trails and Open Space Plan and the Pheasant Run of Lakeville 7th Addition Development Contract the Developer shall construct a 10-foot trail along the east side of Pilot Knob Road adjacent to the plat. The Developer shall construct the trail from 173rd Street to the current terminus of the bituminous trail previously constructed to the south with the Pheasant Run of Lakeville 7th Addition plat. A grading permit will not be approved for the site until a bituminous trail design is approved by both City and County staff.

The park dedication requirement for the parent parcels has not been collected and shall be satisfied through a cash contribution that shall be paid with the final plat.

UTILITIES

SANITARY SEWER

North Creek Second Addition is located within subdistrict NC-20010 of the North Creek sanitary sewer district as identified in the City's Comprehensive Sewer Plan. The Developer is proposing to direct all wastewater from the preliminary plat through the NC-20010 subdistrict; the City has reviewed this proposal and determined that the downstream facilities have sufficient capacity to serve the proposed subdivision. Wastewater will be conveyed to the MCES Farmington Interceptor and continue to the Empire Wastewater Treatment Facility.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and shall be paid with the final plat.

WATERMAIN

Development of North Creek Second Addition includes the extension of 8-inch watermain within the subdivision. Watermain to serve the lots within North Creek Second Addition will be extended from the existing 8-inch watermain stub at the north boundary of the plat in Encina Path.

The remainder of the lateral watermain access charge for the portion of 12-inch watermain within Pilot Knob Road right-of-way shall be paid with the final plat

OVERHEAD LINES

An overhead electric transmission line and poles are located along the east side of Pilot Knob Road on the parent parcel servicing the previous house and farmstead. The Developer is required to remove the poles and place the utilities underground with the final plat,

consistent with the City's Public Ways and Property Ordinance. A security will be required with the final plat to ensure proper removal of poles and placement of utilities underground.

DRAINAGE AND GRADING

North Creek is located within subdistricts NC-18 and NC-20 of the North Creek stormwater district as identified in the City's Water Resources Management Plan.

Stormwater within North Creek Second Addition is directed east into the existing stormwater management basin constructed with North Creek. The basin will provide water quality treatment, volume and rate control of the stormwater runoff generated from the North Creek Second Addition plat. The stormwater basin design is consistent with City requirements. The stormwater basin discharges to Tributary No.1 to North Creek, which is east of the preliminary plat.

The development of North Creek Second Addition includes lots adjacent to the VRWJPO principal connector North Creek. The 100-yr Flood elevation as determined by the City's stormwater model will be contained outside of the plat everywhere possible. Natural Area signs will be placed along easement lines impacted by the 100-yr Flood elevations. A security will be required with the final plat to ensure proper installation of signs. Final locations will be identified in the field.

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.

North Creek Second 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 North Creek Second 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 existing public stormwater management basin located east of the development. Runoff is conveyed from rear yard lots to the VRWJPO principal connector North Creek.

Draintile construction is required in areas of non-granular soils within North Creek Second Addition for the street sub-cuts and lots. Any additional draintile construction, including

perimeter daintile required for building footings, which is deemed necessary during construction shall be the Developer's responsibility to install and finance.

The Trunk Storm Sewer Area Charge has not been collected on the parent parcels and shall be paid with the North Creek Second Addition final plat.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the final construction plans.

FEMA FLOODPLAIN ANALYSIS

A portion of the North Creek Second Addition preliminary plat is shown on the Flood Insurance Rate Map (FIRM #27037C0208E effective 12/2/2011) as Zone AE by the Federal Emergency Management Agency (FEMA). Based on this designation, a portion of the plat is located within a Special Flood Hazard Area (SFHA), as determined by FEMA. The remainder of the plat is shown on the Flood Insurance Rate Map (FIRM) as Zone X by the Federal Emergency Management Agency (FEMA).

WETLANDS

The wetland delineation for this site was approved on 4/11/2018 and the delineation was completed by Kjolhaug Environmental Services. No wetland impacts are proposed with the development. All wetlands/waterways and required buffers will be placed in an outlot dedicated to the city. The waterway is identified as a Principal Connector and requires a buffer width 100-foot average, 65-foot minimum measured from the edge of the meander belt of the river. Buffers must be shown on the plans prior to final plat. The Developer will be responsible for the installation of the required Natural Area signs. Final locations will be identified in the field.

TREE PRESERVATION

A tree preservation plan has been submitted. The tree plan indicates there are 168 trees on site; however nearly all of the total trees proposed to be saved are within the Pilot Knob Road ROW or within the adjacent city-owned outlot. Prior to City Council consideration of the preliminary plat, the plan must be updated to remove the offsite trees from the inventory and revise the numbers of the total trees on site, to be saved, and to be removed. The tree preservation plan will need to be updated to indicate the trees that will be removed on the plan drawing. The plan also needs to include a temporary tree protection fence detail as well as identify the placement of tree protection fencing on the plan drawing.

All "save" trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance. Prior to any removals the tree protection fence line must be staked and reviewed by City Staff.

EROSION CONTROL

The Developer is responsible for obtaining an MPCA Construction Permit for the site as well as developing a SWPPP for the site prior to construction. The SWPPP must be submitted and approved by the City prior to grading. The permit requires that all erosion and sediment BMPs be clearly outlined in a site's SWPPP. Changes made throughout construction should be documented in the SWPPP.

Additional erosion control measures may be required during construction as deemed necessary by City staff or the Vermillion River Watershed JPO. Any additional measures require shall be installed and maintained by the Developer.

RECOMMENDATION

Engineering recommends approval of the North Creek Second Addition preliminary plat, grading and erosion control plan, utility plan and tree preservation plan, subject to the requirements and stipulations within this report.



Date: 12/15/2025

Report on City Administrator's Performance Evaluation

Proposed Action

Staff recommends adoption of the following motion: The Personnel Committee will summarize the conclusion of the City Administrator's performance evaluation and make a motion setting the City Administrator's salary with an effective date.

Overview

After the regular City Council meeting of December 1, 2025, the Mayor and City Council conducted an annual performance evaluation for the City Administrator, Justin Miller. Pursuant to Minnesota State Statute 13D.05, the review may be held in a closed session, but the conclusions must be reported at the next open meeting of the City Council.

Per the City Administrator's employment agreement, the Mayor and City Council will also review compensation on an annual basis.

Supporting Information

None

Financial Impact: \$ Budgeted: Yes Source: Envision Lakeville Community Values: Report Completed by: Alissa Frey, Human Resources Director
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