



AGENDA CITY COUNCIL MEETING

January 5, 2026 - 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: 270 967 142 637 or by calling Toll Number 1-323-433-2142; Conference ID: 244 190 036#. 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. Public Works Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 12/15/2025 City Council Meeting
 - c. Minutes of the 12/08/2025 City Council Work Session
 - d. Supplemental Agreement with Stonebrooke Engineering for Professional Services for 215th Street and Utility Improvements from Kenrick Avenue to CSAH 70
 - e. Designation of Legal Newspaper for 2026
 - f. Radio Advertising Agreement for the Lakeville Area Arts Center with MyTalk 107.1
 - g. Contract for Orchard Lake Stormwater Outlet Improvement
 - h. Contract for 2026 Water Treatment Plant Chemicals
 - i. Approval of Local Affordable Housing Aid Agreement
 - j. Resolution Supporting Dakota County's Application for Funding Through the Better Utilizing Investments to Leverage Development Grant Program for the Dakota County Mobility and Safety Improvements: Interstate 35 and County State Aid Highway 5/50 Interchange and Bridge Reconstruction Project
 - k. Resolution Appointing Depositories for the City of Lakeville

City Council Meeting Agenda
January 5, 2026

Page 2

- l. Resolution Delegating Authority to Pay Claims and Make Electronic Fund Transfers
 - m. Heritage Commons 10th Addition Final Plat
 - n. Release of Development Contract and Conditional Use Permit for Lord of Life Townhomes
 - o. Veridian Credit Union Conditional Use Permit
 - p. SMNPT 1, LLC Conditional Use Permit
 - q. Putrah Shores Preliminary and Final Plat
 - r. Flagship Recreation Proposal for the Purchase and Installation of Playground Equipment for the Lakeville Area Arts Center
 - s. SRF Consulting Amendment Number Two Proposal for Professional Services for Grand Prairie Park
 - t. Facility Use Agreement Between the Lakeville Yellow Ribbon and City of Lakeville
7. Action Items
- a. Ordinance Amending Title 11 of the City Code and Summary Ordinance for Publication Related to Auto Repair Businesses
 - b. Caliber Collision Conditional Use Permit
 - c. Appointment of the Acting Mayor for 2026
8. Unfinished Business
9. New Business
10. Announcements
- a. Next City Council Retreat Saturday, January 17, 2026
 - b. Next City Council Meeting January, 20, 2026
11. Adjourn



Date: 1/5/2026

Check Register Summary

Proposed Action

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

Overview

Checks	328117 -	\$2,210,021.66
	328355	
ACH/EFT	23622 -	\$4,190,208.24
	23867	
Total		\$6,400,229.90

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. 12.16.25-12.18.25 CKSUM-Checks
2. 12.17.25-12.19.25 CKSUM-ACH
3. 12.17.25-12.19.25 CKSUM-EFT
4. Ck Register_CKs 12.16.25-12.18.25 for Jan 05, 2026 CC Mtg
5. Ck Register_ACHs 12.17.25-12.19.25 for Jan 05, 2026 CC Mtg
6. Ck Register_EFTs 12.17.25-12.19.25 for Jan 05, 2026 CC Mtg

Financial Impact: \$6,400,229.90 Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Julie Stahl, Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

CHECK DATE 12/16/2025 - 12/19/2025

BANK CODE: LVCKG - CITY-GENERAL CHECKING - CHECK TYPE: PAPER CHECK - CHECK SOURCE: COMPUTER GENERATED CHECKS

	Amount
1000 GENERAL FUND	117,788.60
2000 COMMUNICATIONS FUND	50,119.35
3119 2017A HRA LEASE REV LIQ REF BO	2,100.00
3125 2025A FIRST CENTER	3,726.00
4000 BUILDING FUND	731,008.93
4100 EQUIPMENT FUND	17,491.37
4161 ARENAS CAPITAL IMPROVEMENTS	9,005.15
4200 PARK DEDICATION FUND	24,566.50
4500 PARK IMPROVEMENT FUND	4,498.00
4720 2024A PARK BONDS	457,330.70
5130 SCHNEIDERMANS TIF 23	52,534.69
5200 STATE AID CONSTRUCTION FUND	183,191.21
6597 2025 STREET PROJECTS	11,900.00
7450 ENVIRONMENTAL RESOURCES FUND	22,898.78
7575 STREET LIGHTING FUND	99,840.65
7600 WATER FUND	73,751.94
7700 SEWER FUND	12,543.93
7800 LIQUOR FUND	299,884.76
7900 MUNICIPAL RESERVES FUND	5,124.15
8000 ESCROW FUND	30,000.00
9800 PAYROLL CLEARING FUND	716.95
Report Total:	2,210,021.66

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

CHECK DATE 12/16/2025 - 12/19/2025

BANK CODE: LVCKG - CITY-GENERAL CHECKING - CHECK TYPE: ACH TRANSACTION - CHECK SOURCE: COMPUTER GENERATED CHECKS

	Amount
1000 GENERAL FUND	635,049.37
2000 COMMUNICATIONS FUND	1,173.20
4000 BUILDING FUND	6,411.80
4100 EQUIPMENT FUND	181,825.08
4125 TECHNOLOGY FUND	298.94
4161 ARENAS CAPITAL IMPROVEMENTS	617.48
4200 PARK DEDICATION FUND	56,999.72
4401 TRAIL IMPROVEMENT FUND	1,530.75
4700 2022C PARK BONDS	775.00
4710 2023A PARK BONDS	6,203.44
4720 2024A PARK BONDS	514,352.26
5129 LAUNCH PROPERTIES TIF 22	398,232.00
5131 QA1 TIF 24	51,950.78
5200 STATE AID CONSTRUCTION FUND	86,667.34
5300 PAVEMENT MANAGEMENT FUND	423,997.33
5400 STORMWATER INFRASTRUCTURE FND	0.00
5500 WATER TRUNK FUND	38,315.75
5600 SANITARY SEWER TRUNK FUND	0.00
6589 22-24 AIRLAKE 70 IMPROVEMENT	2,070.00
6596 24-03 COLLECTOR RD REHAB	105,628.41
6597 2025 STREET PROJECTS	96,518.23
6611 2026 STREET PROJECTS	54,008.75
7450 ENVIRONMENTAL RESOURCES FUND	128,238.12
7600 WATER FUND	69,328.19
7700 SEWER FUND	30,492.54
7800 LIQUOR FUND	510,033.75
8000 ESCROW FUND	3,343.98
Report Total:	3,404,062.21

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

CHECK DATE 12/16/2025 - 12/19/2025

BANK CODE: LVCKG - CITY-GENERAL CHECKING - CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

	Amount
1000 GENERAL FUND	6,311.84
7800 LIQUOR FUND	33,818.19
8000 ESCROW FUND	13.93
9800 PAYROLL CLEARING FUND	746,002.07
Report Total:	786,146.03



MINUTES CITY COUNCIL MEETING

**December 15, 2025 - 6:00 PM
City Hall Council Chambers**

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

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

2. Roll Call

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

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

3. Citizen Comments

Phil Wilson, 17320 Halifax Path, addressed the City Council and expressed his concern for Flock cameras being used in Lakeville.

4. Additional agenda information

Staff recommended switching the order of agenda Items 7A and 7B, and the Council concurred.

5. Presentations/Introductions

a. Fire Department Retirement Recognition

Fire Chief Mike Meyer recognized four firefighters on their retirement from the Lakeville Fire Department.

b. Spotlight on Hearth & Home Technologies

Community Development Director presented the spotlight video from Hearth and Home Technologies.

Sarah Wellcome, VP of Human Resources and Community Relations thanked the City Council for the opportunity to present tonight.

6. Consent Agenda

Motion was made by Bermel, seconded by Wolter, to remove Item 6.g., Flock Agreement, from the consent agenda for discussion and approve the consent agenda as amended.

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

- 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
- 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
- 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

g. Flock Group Inc. Agreement

Council Member Lee requested that staff provide a presentation regarding the proposed Flock Group Inc. Agreement. Police Chief Brad Paulson presented an overview of

License Plate Reader (LPR) technology and explained how the Lakeville Police Department evaluated the system as a tool to enhance public safety and assist with criminal investigations.

Chief Paulson explained that the proposed program includes the installation of twenty LPR cameras at key ingress and egress locations within the community. The Police Department is required to report the number and general locations of the cameras to the Minnesota Bureau of Criminal Apprehension (BCA). The technology is intended to support criminal investigations and is not used for traffic enforcement.

Staff outlined the statutory and policy guardrails governing use of the technology, including compliance with Minnesota Statutes, Lakeville Police Department policy, BCA reporting requirements, a biennial audit, and a public-facing transparency dashboard specific to Lakeville. Council discussed data retention requirements, noting that while state statute allows retention for up to 60 days, the City will retain data for 30 days unless it is part of an active investigation.

Chief Paulson referenced Minnesota Statutes Section 13.82 as the governing statute and discussed information sharing and collaboration with other law enforcement agencies. In response to Council questions, he stated that over 80 jurisdictions in Minnesota are currently using similar LPR technology, including several neighboring agencies in Dakota County.

Council sought clarification regarding privacy concerns and safeguards against misuse. Chief Paulson explained that officers must associate access to the system with a valid case number and that audits are conducted to monitor use and prevent profiling or targeting of individuals. The system does not collect personal information beyond vehicle-related data associated with license plates.

Motion was made by Wolter, seconded by Bermel, to approve the Master Services Agreement with Flock Group Inc. for twenty License Plate Reader (LPR) Cameras. Roll call was taken on the motion. Ayes- Hellier, Bermel, Lee, Wolter
Absent - Volk

b. North Creek Second Addition Preliminary Plat

Community Development Director Tina Goodroad presented the request from KJ Walk, Inc. for approval of the North Creek Second Addition preliminary plat, consisting of 26 single-family residential lots and 27 detached townhome lots on approximately 13.35 acres located east of Pilot Knob Road and south of 173rd Street. The property is zoned RST-2, Single- and Two-Family Residential District. The plat had originally been intended as part of the North Creek development recorded in 2019, but the prior approval expired before platting occurred.

Goodroad added that the Planning Commission held a public hearing on December 4, 2025. There were no public comments. The Planning Commission unanimously recommended approval of the preliminary plat. Revised landscaping and tree inventory plans were submitted and reviewed by Engineering, Environmental Resources, and Parks staff, and were found acceptable.

Motion was made by Lee, seconded by Wolter, to approve a resolution approving the North Creek Second Addition preliminary plat.

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

a. Dakota Waste Solutions Preliminary Plat, Rezoning and Planned Unit Development

Mike Brandt, Kimley Horn presented the request from Dakota Waste Solutions, LLC for approval of a preliminary plat for a two-lot, one-outlot subdivision, a zoning map amendment from I-1, Light Industrial District to PUD, Planned Unit Development District, and approval of a Planned Unit Development (PUD) Development Stage Plan for a recycling and composting facility located at the southeast corner of 215th Street West and Kaparia Avenue.

Community Development Director Tina Goodroad presented the staff report. The Planning Commission held a public hearing on November 20, 2025. There were no public comments. The Planning Commission unanimously recommended approval, subject to conditions.

City Council asked questions related to the Minnesota Pollution Control Agency permitting process and regulatory oversight.

Motion was made by Bermel, seconded by Lee, 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.

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

c. Report on City Administrator's Performance Evaluation

Council Member Wolter provided a summary on the annual performance review for City Administrator Justin Miller on Monday, December 1, 2025, at a special closed session meeting.

Mr. Miller's review focuses on his leadership, presence in the community, and communications with the Council, the public and employees. We find Mr. Miller's performance continues to be at an exceptional level, consistently exceeding expectations and delivering outstanding results for the city.

The council approved the personnel committee's recommendation of moving his salary from step 7 of his respective pay grade, to step 8, effective January 1, 2026.

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

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

8. Unfinished Business

None

9. New Business

None

10. Announcements

- a. Next City Council Meeting January 5, 2026**
- b. Next City Council Work Session is January 26, 2026**

11. Adjourn

Motion was made by Wolter, seconded by Lee, to adjourn at 6:59 p.m.
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Wolter
Absent - Council Member Volk

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



MINUTES CITY COUNCIL WORK SESSION

December 8, 2025 - 6:00 PM
Lakeville City Hall, Marion Conference Room

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

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

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

Staff Present: Justin Miller, City Administrator; Julie Stahl, Finance Director; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; Taylor Snider, Assistant to the City Administrator; Brad Paulson, Police Chief; Paul Oehme, Public Works Director; Tina Goodroad, Community Development Director

2. Citizen Comments

None

3. Discussion Items

a. Lake Marion Greenway Trail Update

Parks and Recreation Director Masiarchin presented an update on the Lake Marion Greenway Trail. He broke down the updates section by section, explaining the changes and design for each segment, as well as the thought process behind the design for each section.

Council asked how this may impact traffic at Ritter Park. It is expected to increase traffic when completed, but bikes will be held to paved trails only and not the hiking trails.

b. Short-Term Rental Continued Discussion

Community Development Director Tina Goodroad and Economic Development Manager Kati Bachmeyer presented an overview of an ordinance draft for short-term rentals in Lakeville that reflects requests from the July work session.

Council found that this policy reaches a balance for homeowners to have the freedom to rent, but ensures safeguards are in place. They would also be in favor of creating an annual renewal fee. They also like the relationship they are able to have with companies like Airbnb and VRBO to ensure community safety.

c. Local Affordable Housing Aid (LAHA)

Community Development Director Tina Goodroad presented an update to Council on the Local Affordable Housing Aid.

Council let staff know that they are supportive of CDA and of funding construction costs. They would also like to save some dollars to support the Lewis house. Council also asked staff to find out how many households have been served.

d. Waste Hauler Services Update

Assistant Administrator Kuennen presented an update on Waste Hauler Services to the Council.

Council discussed potential options for future service processes and asked staff to research options moving forward.

e. 2026 Legislative Priorities

Assistant to the City Administrator Taylor Snider presented the 2026 Legislative Priorities to Council. He highlighted the new additions to the document and what has been removed from the prior edition of the document.

Council recommended two additions to the document. They also agreed that there is no need to invite our County, State, and Federal legislators to the next work session, as they have in the past. Council has a strong working relationship with the representatives for the City of Lakeville residents..

f. USA 250 Celebration

Council discussed options on how to celebrate America 250. They discussed public art displays, collaboration with Pan-o-Prog, special banners and many more ideas to celebrate the 250th anniversary of the United States of America as a community.

4. Items for Future Discussion

Council would like to discuss changing the meeting format and having shorter work sessions on normal meeting nights.

5. Committee/ City Administrator Updates

City Administrator Justin Miller announced that we submitted our final request for \$800k for the FiRST Center. Staff have also been interviewing candidates for the FiRST Center Manager position.

6. Adjourn

Motion was made by Volk, seconded by Lee, to adjourn.
Mayor Hellier adjourned the meeting at 7:27 p.m.

City Council Work Session Minutes
December 8, 2025

Page 3

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Heller, Mayor



Date: 1/5/2026

**Supplemental Agreement with Stonebrooke Engineering for Professional Services
for 215th Street and Utility Improvements from Kenrick Avenue to CSAH 70**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Stonebrooke Engineering supplemental agreement for professional services for preliminary and final engineering of 215th Street and Utility Improvements from Kenrick Avenue to CSAH 70, City Project 26-09.

Overview

The City's adopted five-year Capital Improvement Plan (2026-2030) programs improvements to 215th Street from Kenrick Avenue (Dakota County State Aid Highway 5) to Juniper Way (Dakota County State Aid Highway 70). City Project 26-09 is designed to make safety improvements and provide for increasing traffic levels in conjunction with the anticipated/planned private development of adjacent parcels. Proposed improvements include a) the extension of public utilities (sanitary sewer, water, and stormwater management), and b) the reconstruction of 215th Street to a two-lane undivided roadway. Potential funding sources include special assessments and sanitary sewer, stormwater infrastructure and water trunk funds. The proposed project schedule is a) project design in Winter 2026, b) easement/right-of-way acquisition in Spring/Summer 2026, and c) construction in Fall 2026.

Stonebrooke Engineering's supplemental agreement includes the scope of services and estimated cost to complete preliminary engineering, final design, right-of-way acquisition, and public engagement, and is subject to the Master Services Agreement dated September 20, 2021.

Supporting Information

1. 2025.10.27 Stonebrooke Engineering Supplemental Agreement

Financial Impact: \$308,932.00 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Alanna Sobottka, Civil Engineer
--

October 27, 2025

a 12279 Nicollet Avenue Burnsville, MN 55337
o 952-402-9202 f 952.403.6803
w stonebrookeengineering.com

Jonathan Nelson, PE
Assistant City Engineer
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

RE: Professional Services Contract

215th Street W Corridor Improvement Project

Dear Mr. Nelson:

Thank you for the opportunity to submit this scope of work and engineering fee proposal for the 215th Street W. Corridor Improvement Project.

We understand the project will consist of reconstructing 215th Street W. from CSAH 70 (Juniper Way) to Kenrick Avenue with full-section with bituminous pavement. The project will convert the roadway from the existing gravel surface while maintaining a rural cross section. A major component of this project will also be extensions to existing sanitary and water mains to provide service connections for potential development. The water main will connect to an existing main near the Kenrick Avenue intersection, and the sanitary sewer will pass under I-35, ending near the Keokuk Avenue intersection.

We understand that the City intends to utilize a combination of local trunk and bond funds as well as special assessments for the project, and the final plans and special provisions do not need to use Federal/State Aid processes.

Our proposed hourly, not-to-exceed fee, can be found further in this proposal and is based on our understanding of the work required and as outlined in our proposal. See the enclosed cost proposal for a summary and detailed breakdown of tasks and associated costs, for both Stonebrooke Engineering and our subconsultants.

We would be happy to discuss the details of this and answer any questions after you have a chance to review.

Proposed Project Area (Google Earth 2025)



Approach

This section summarizes Stonebrooke's proposed approach to the design services requested for this project. We understand the City of Lakeville wishes to have Stonebrooke commence engineering services in November 2025, with intent to complete final design in time for bidding early spring 2026. We will collaborate with you to finalize an acceptable detailed schedule after project authorization (appendix B contains our proposed schedule).

Task 1 Project Management

Our dedicated Project Manager, **Jeremy Kaemmer**, is fully prepared to manage internal staff and project delivery to deliver the tasks within scope, on time, within budget, meeting City of Lakeville and industry standards of care, and in coordination with the City. Supporting Jeremy in oversight responsibility on this project will be our project principal **Tyler Newhall** and Lead Engineer, **Maddie Marschall**. Our team will work in partnership with the County, City, MnDOT and other key project stakeholders to ensure delivery of the most responsible, efficient, and cost-effective solutions for this project.

Tasks will include:

- Set up recurring phone calls with the City representative to provide updates of the work and discuss ongoing challenges or potential issues. Includes four (4) monthly PMT meetings, one (1) hour each, and eight (8) hours for weekly check-ins.
- Two (2) formal meetings at City offices. Stonebrooke will coordinate with the City (and MnDOT/County representatives, if needed), but we believe the most appropriate time would be project kickoff and after preliminary plans (30%) submission, to discuss the plan set and stakeholder feedback.
- Prepare and maintain a mutually agreed upon detailed schedule for all tasks and subtasks. *Appendix B: Schedule* contains a draft schedule for reference.
- Submit monthly invoices with labor hours broken down by task and progress status reports with each invoice.
- Coordinate with project subconsultants Braun Intertec (geotechnical investigation), and Acquisition Allies (Property Acquisition) throughout the duration of the project to ensure timely deliverables that meet the County's needs.

Task 2 Stakeholder Coordination

The project limits for the corridor improvements include portions in Dakota County and MnDOT right-of-way. Coordination efforts with these agencies will be necessary and Stonebrooke expects to help lead this coordination for the City.

We recommend reaching out to individual property and business owners within the project area, including the prospective developers, to determine access and staging needs for the corridor. One (1) open house will be held for property and agency stakeholders to consolidate coordination and communication amongst interested parties. Our team would prepare an informational postcard to be mailed to make the public aware of this open house. We assume at this time the City would print and mail these postcards, and complete any other public notifications.

Task 3 Topographic and Right-of-Way Survey

Lance Frost will lead all the Survey team, and we will perform a Topographic and Utility Survey. The topographic survey will locate physical features; roadway centerline, edge of pavement, paved drives, culverts, storm intakes, access structures, signs, utility valves, telephone pedestals, located utilities, and other elements of pertinence within the project area. Data along linear features have a maximum 50-foot interval.

The Stonebrooke Engineering survey team will establish the existing ROW for use in determining necessary permanent and temporary property acquisitions. Our survey team will perform required research using City/County/State property records and identify/locate relevant physical markers, where possible, when performing survey duties to accurately delineate existing right-of-way as well as establish parcel boundaries and ownerships for this project. We have identified eleven (11) parcels within the project area on the east side of I-35 and five (5) west of I-35 with potential impacts by this project, subject to City direction and design decisions.

Deliverables:

- Full topographic and utility survey of all features to about 200' beyond the project description's limits.
- Gopher State One Call utility field markings.
- Digital Terrain Model & Final Survey Data in Dakota County Coordinate System, provided in Lakeville staff's preferred digital format.
- Property base map of the project corridor that includes the existing road right-of-way, easements, and adjoining property boundaries.

Task 4: Right-Of-Way Services

The Stonebrooke Engineering team will determine necessary permanent and temporary property acquisitions. Our team will propose the necessary acquisitions to City staff, including final parcel sketches and legal descriptions for up to three (3) parcels, but not including any eminent domain or condemnation services.

The cost proposal includes supplemental additional services for right-of-way and easement negotiation/acquisition services. Our subconsultant partner Acquisition Allies will provide the required services, should the City request them. For cost-estimating purposes we again assume three (3) properties

will require acquisition services. If more than three properties require these services, we have included a per parcel cost for any additional parcels.

Task 5 Geotechnical Services

Stonebrooke will partner with subconsultant Braun Intertec to provide required geotechnical services. Braun will lead the collection and reporting of geotechnical information. A separate document contains a detailed proposal to complete this work, including supplemental additional services from our subconsultant.

Before beginning boring work, Stonebrooke will confirm the proposed locations with the City. After collecting this information, Braun will perform laboratory testing and prepare a written report with recommendations. The analysis will include recommendations for any necessary soil correction as well as recommended R-value and pavement design recommendations. We propose ten (10) soil borings, eight (8) will be 10' deep and located along the main corridor, and two (2) will be at 20' depth near the potential boring pit locations on either side of I-35.

Deliverables:

- Outline of the process selecting soil boring/sample site locations.
- Detailed maps showing the locations of soil boring/sample sites.
- Temporary traffic control & permits
- Soil Boring field work and Boring logs.
- Estimated seasonal high-water level.
- Double ring infiltrometer test results.
- Laboratory test results.
- Final geotechnical & pavement design report.

Task 6 Environmental Support Services

We understand the City is actively performing wetland delineations. Jessica Griffin will perform a desktop review of environmental resources and provide recommendations for further investigation, if necessary.

Stonebrooke assumes that environmental impacts and concerns will be minimal, however, we have provided cost estimates for additional optional supplemental services for Environmental Site Assessments (ESA), provided by our geotechnical subconsultant Braun Intertec.

Task 7 Utility Design & Coordination

Stonebrooke will:

- Obtain utility maps through the Gopher State One Call process as part of the preliminary design.
- Compare maps to field locates obtained during the topographic survey and ensure it reflects the existing condition correctly.
- Host one (1) virtual utility coordination meeting near the completion of preliminary design (30%). This will ensure utility owners are aware of the project.
- Identify conflicts with existing utilities and proposed improvements and show these in the plan set.
- Review the final utility relocation plans prior to permit approval. After we have reviewed relocation plans we assume that these plans will be submitted to the City for approval, at which time the City will assume utility coordination responsibility as the project moves to construction.
- We assume no additional street lighting or utility work.
- We assume no utility tabulations in the planset. Conflicts will be identified with bolded lines in the in-place utility plansheets.

Task 8 Preliminary Design (30%)

Part of the project kickoff will include a site visit and field walk with City Staff to identify key issues and constraints for the project and to build a shared understanding that the preliminary design will incorporate. This site visit meeting will be led by our Project Manager, Jeremy.

We will establish the existing alignment and profile for the 215th Street W corridor. We will then refine the proposed horizontal geometrics for the project, based on any challenges we discover as we are setting the vertical design. We will perform intersection, and driveway checks to ensure the project will not negatively impact adjacent entrances and roadways.

We assume the roadway will be 24'-wide bituminous pavement with 5'-wide paved shoulders and 1' aggregate edge-control. We understand the corridor improvements will not include any bicycle or pedestrian facilities. Utility improvements will include 16" water main and 10" trunk sanitary sewer including trenchless construction across I-35. Preliminary utility design will include plan and profile sheets suitable for review of conflicts but will not include capacity or size analysis, assumed already performed by City.

At the conclusion of preliminary design, we expect to have preliminary construction limits suitable for determining the preliminary proposed right of way and construction easement acquisitions as well as identify impacted utilities.

Task 9 Stormwater Management Analysis

Our team will complete a stormwater design in compliance with County, City, MnDOT State Aid, and Vermillion River Watershed standards. Additionally, we assume that stormwater water quality treatment will be required on this project to comply with MS4 permit and Vermillion River Watershed requirements.

We assume that water quality treatment of stormwater runoff required for this corridor will consist of infiltration swales within the existing right of way. **Jessica Griffin** and our water resources team will perform a preliminary drainage and hydraulic analysis, which will include initial swale sizing and determining ditch grades to meet project water quality treatment needs. Soils anticipated on the project site are classified as Type A and B and will be confirmed with soil borings to ensure the feasibility of infiltration swales. This detail of design will assist in providing an understanding of construction limits.

Final stormwater design will include hydrologic and hydraulic modeling for the existing and proposed conditions. Final design of the infiltration swales and details will be provided in the construction plans. The driveway/field entrance culverts within the corridor will be designed and sized appropriately to accommodate the entrance replacement geometry and meet City design standards.

The West Branch South Creek and its floodplain are located near the east end of the project limits. It is assumed that there will be no impact to the creek or the floodplain with the project work. We anticipate that the roadway work near the floodplain will be limited to the roadway surface and will not include any fill in the floodplain.

Deliverables:

- Existing and proposed drainage area map/roll plot that includes layout for stormwater management features.
- Hydrologic and hydraulic modeling for existing and proposed conditions.
- Drainage memo summarizing approach.

Task 10 Preliminary Engineering & Feasibility Report

Following preliminary design Stonebrooke will provide an initial feasibility report and preliminary roll plot layout with construction limits and profile. The report will include a preliminary construction cost estimate as well as identify property impacts and potential acquisition needs. **Dave Hutton** will oversee our team creating a preliminary assessment roll and feasibility report using the City's existing special assessment policy and methodology.

Task 11 Final Design Services

Utilizing the approved layout, we will prepare 60%, 90%, and Final construction plans and documents for review. Stonebrooke will complete all documents in accordance with the current City of Lakeville and State Aid design standards.

Our plans will include traffic control and staging designs. We assume this project will not require a formal detour route, and that the contractor will be responsible for developing plans during construction to maintain access to abutting property owners.

Stonebrooke will prepare detailed construction cost estimates at each milestone. We will also prepare a complete specification package, including all applicable special provisions and necessary documents for use in bidding.

We plan for QA/QC checks at all submittals consistent with Stonebrooke's Quality Management Plan under Task 1.

Deliverables:

- 60, 90, and 100 percent cost estimates
- 60, 90, and 100 percent plans (30 percent covered in task 8)
- Final Project Manual (including Final Plans and Specifications at the 90 and 100 percent level)
- Final drainage design, drainage maps, hydraulic reports, hydraulic modeling, and all associated calculations.
- Final Roadway design, including cross sections and geometric staking information.
- Final Utility design for water main, sanitary sewer, and identify required 3rd-party relocations.
- Excel files
- All project correspondence, emails, and project related files in pdf format for archival by City of Lakeville.

Task 12 Permitting Services

Stonebrooke will assist the city in preparing and submitting necessary permits.

We assume the following required Permits:

- NPDES Permit –We will start the permit through MPCA and provide a reference number to the Contractor to finalize and secure the permit.
- Department of Health Water Main Permit – We will prepare this permit and provide it to the City for application and payment of fees.
- MPCA Sewer Extension Permit
- Wetland Permitting – We understand that the City does not expect wetland impacts and therefore have not included related permitting in this scope of services. We also assume there will be no permitting required through the SWCD.

- MnDOT permit to cross I-35 with sanitary sewer. Assumes trenchless installation

Task 13 Bidding Phase Services

Stonebrooke will support the City bidding the project for construction. We assume the City will solicit bids and advertise the project, collect, and open them. We will:

- Answer questions from prospective bidders.
- Prepare Addendum materials, as necessary.
- Compile a bid tabulation and recommendation of award.

Task 14 Construction Services

We understand that the City does not wish to contract for construction administration or inspection support, at this time, and that the City will negotiate such services under a new contract or as an amendment to this proposal.

Key Personnel

The following summarizes the background of the key personnel proposed to work on the 215th Street W Corridor Improvement Project. Please see the project examples section for an explanation of recent and relevant project examples completed by these project team members.

Tyler Newhall, PE - Project Principal



Tyler has over 25 years of experience in the design, management, and construction of multi-million dollar transportation and municipal projects. His expertise includes project management, roadway and utility design and construction, specifications, cost estimates, public involvement, permitting and environmental documentation. Tyler worked as a civil construction manager for nearly 10 years, where he gained experience in the design and construction management of a large variety of projects (federal aid, municipal aid, county state aid, MCES, and local/municipal). This experience has provided him with a keen understanding of what is necessary to provide and develop a high quality design that can be smoothly carried through to construction.

Jeremy Kaemmer, PE, AICP – Project Manager



Jeremy is an engineer/planner with 12 Years experience developing a diverse background in municipal engineering, planning, and design. He leverages his urban planning background to uniquely combine design expertise with the forward-thinking required for communities of all kinds. He has developed comprehensive plans, performed NEPA-compliant environmental studies, contributed to strategic development plans, completed corridor assessment studies, and used his modeling and data analysis expertise to develop award-winning pavement studies.

Maddie Marschall, PE - Lead Engineer



Maddie has over 8 years of experience working as a design and project engineer with the Stonebrooke team. Her expertise working on projects for counties, cities, and MnDOT includes preparing cost estimates, preliminary layouts, and construction plans. Maddie has served as the lead designer on a number of challenging transportation projects, including numerous recent projects in Lakeville, and has expertise in roadway design and corridor modeling. She specializes in urban and suburban reconstruction and rehabilitation projects which include water and sanitary sewer improvements, fitting the roadway design to the site specific constraints.



Lance Frost, LS – Survey Lead

Lance's 26 years of experience includes work on ALTA/NSPS Land Title, Topographic, Boundary, Right of Way, Easement, and Engineering Design surveys. He has served as Survey Manager, Project Surveyor, and Survey Crew Chief. Lance's skills and project understanding have allowed him to manage many survey projects for Stonebrooke and efficiently perform tasks. These tasks include scheduling and directing the work of Survey Technicians, researching land title records, performing calculations for staking and boundary determinations, and drafting survey drawings and property descriptions.



Jessica Griffin, PE - Water Resources/Environmental Lead

Jessica has 8 years of experience focused on water resources for a wide variety of transportation and water resource projects. As Stonebrooke's drainage design lead on projects, she oversees plan production, preliminary and final design, and drainage design, including storm sewer, filtration and infiltration basins and swales, wet ponds, stormwater BMPs, culverts, and water resources permitting. She is proficient in the use of MicroStation, GEOPAK V8i, OpenRoads Designer, and HydroCAD, and the use of HEC-RAS for stream/waterway hydraulics for bridge and box culvert projects.



Jake Stuebe, PE – Project Engineer

Jake has 3 years of experience specializing in roadway design and corridor modeling. In recent years, Jake has been instrumental in assisting our team in delivering large and challenging city county corridor projects, including a number of projects in Lakeville. In addition to his preliminary design experiences, he has also developed significant experience in final design, traffic control design, cost estimating, and environmental documentation.



Dave Hutton, PE – Feasibility & Assessments, Trenchless Installations, QA/QC

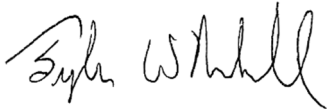
Dave has over 37 years of experience in Minnesota's municipal industry, including 13 years as Public Works Director/City Engineer for Shakopee and Savage. He's spent the last 25+ years in consulting, managing infrastructure projects, streets, utilities (including trenchless rehab), parks, trails, and stormwater—from planning through construction. He's served cities like Northfield, Minnetrista, and Circle Pines, and is well-versed in funding sources such as State Aid, Federal and County agreements, and Special Assessments. Dave is a member of the Minnesota Chapter of APWA, and served as president in 2010. He is also a former member of the MnDOT Local Road Research Board and was the City Engineers Association of Minnesota legislative chair for 10 years.

Proposed Fee

Our proposed hourly, not-to-exceed fee is included at the end of this proposal document, and is based on our understanding of the work required and as outlined in our proposal. Should the City, Stonebrooke, or other stakeholders identify necessary work beyond these tasks and fees, we will work with the City of Lakeville on a mutually agreed upon fee for completing that work.

We appreciate your consideration of our proposal and welcome the opportunity to discuss specifics. Please contact me with any questions or concerns you may have regarding our proposal.

Sincerely,



Tyler Newhall, PE

Stonebrooke Engineering

Appendix A: Project Examples

These are recent project examples that provide a good cross section of relevant engineering services that have been executed by our key team members working on/leading this project. If requested, we would be happy to provide additional project examples (both completed in and outside of the City of Lakeville).

190th Street Reconstruction

Project Type: Urban Reconstruction

Services Provided: Preliminary Design, Final Design, Water Extension, Dakota County Coordination, Surveying

Location: Lakeville, Minnesota

Client: City of Lakeville

Client Contact: Zach Johnson, PE (City Engineer), 952.985.4501, zjohnson@lakevillemn.gov

Estimated Construction Cost: \$1.5M

Funding: Local

Project Manager: Tyler Newhall

Stonebrooke was selected by the City of Lakeville to provide preliminary design, detail design, and survey services for the reconstruction of 190th Street from Dodd Blvd (CSAH 9) to Holyoke Avenue. This included the upgrade of 190th Street from a **gravel road to a major collector urban roadway** and widening both Dodd and Holyoke to accommodate turn lanes and bypass lanes. This project included full roadway reconstruction, storm sewer, and construction of a 16" DIP watermain. Stonebrooke also performed the construction staking on the project.



CSAH 13 Reconstruction

Project Type: Urban Reconstruction

Services Provided: Public Outreach, Preliminary Design, Final Design, Construction Inspection and Administration, Surveying, Sanitary and Water Utility Reconstruction

Location: Waseca, MN

Client: Waseca County

Client Contact: Mark Duchene, (507) 333-0360, mduchene@ci.faribault.mn.us (previously at City of Waseca)

Estimated Construction Cost: \$4 Million

Funding: State Aid

Project Manager: Tyler Newhall



Stonebrooke provided public outreach, preliminary design, final design, surveying and staking, and construction inspection services on the CSAH 13 Reconstruction Project in Waseca, MN. This project involved nearly one mile of full roadway, utility (sanitary sewer and watermain) reconstruction, and 2 blocks of mill and overlay. This project is in a main residential district, and we worked closely with residents throughout the design and construction process. In addition, we prepared a feasibility report with detailed cost estimates for the City to use in assessment hearings. Our public outreach on this project included planning and facilitating two public meetings, presenting at two Waseca City Council meetings, and several meetings with private utilities and property owners. Our outreach materials included project layouts, mailings, e-newsletters, a project website, and comprehensive PowerPoint presentations for local agencies and the public. A key project challenge was working adjacent to Loon Lake, which added environmental concerns and access challenges.

CSAH 19 Reconstruction

Project Type: Urban and Rural Reconstruction

Services Provided: Preliminary and Final Design

Project Status: Design completed fall 2025, construction 2026

Location: Lindstrom/Chisago City

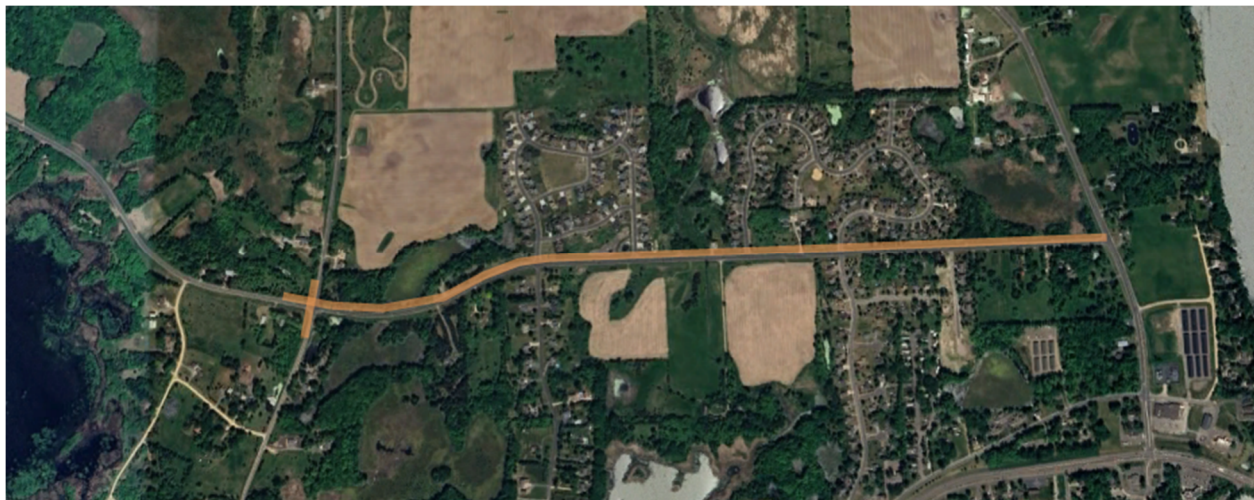
Client: Chisago County

Client Contact: Ben Hobert, 651-213-8723, Ben.Hobert@chisagocountymn.gov

Construction Cost: \$8.2 Million

Funding: Federal Aid, HSIP, CRP, TA

Project Manager: Tyler Newhall



Stonebrooke provided preliminary and final design services for the reconstruction of CSAH 19 from CSAH 34 (Lofton Ave) to CSAH 14 (Lincoln Rd) in 2025.

The portion of CSAH 19 to be reconstructed had an existing width of 32 feet (including 2-foot aggregate shoulders). The roadway was reconstructed with a minimum 40-foot top width (including 2-foot aggregate shoulders) and a ten-ton pavement design within the existing right-of-way corridor. Certain locations had curb and gutter that were maintained, and curb and gutter were added to select locations. In-slope grading was minimized to maintain ditches and minimize right-of-way impacts. A roundabout was designed at CSAH 19 and CSAH 34 intersection and right and left turn lanes added at all side streets.

We completed the preliminary drainage design and storm water modeling for the corridor, resulting in 2 stormwater treatment basins. A conceptual geometric layout was developed for County review and approval. The final approved layout served as the basis for the preliminary design. The project also included various watermain connections and extensions. We developed alignments, profiles, and cross-sections, which were used to establish the preliminary construction limits for the project

Our team completed the final design using the final, approved layouts developed in the preliminary design stage. Construction plans and specifications were developed in accordance with State Aid and County Standards. We also prepared a detailed construction cost estimate and special provisions, which are included in our final plan submittal.

210th Street and Lakeville Boulevard Improvement Project

Project Type: Urban Reconstruction

Services Provided: Topographic Surveying, Public Outreach, Traffic Study, Feasibility Study, Preliminary Design, Final Design, Construction Survey, Construction Inspection

Location: Lakeville, MN

Client: City of Lakeville

Client Contact: Zach Johnson, 952-985-4501, zjohnson@lakevillemn.gov

Funding: State Aid, Local Agency, Special Assessments

Project Principal: Tyler Newhall



This project included the reconstruction of 210th Street between Kensington Boulevard and Holyoke Avenue (2 miles) and the rehabilitation of 210th Street and Lakeville Boulevard from Holyoke Avenue to Cedar Avenue (CSAH 23). The roadway provides important access to Lakeville South High School, residential districts, downtown Lakeville, Fairfield Business Park, and the Airlake Industrial Park. The project addressed multimodal deficiencies along the corridor and improved access to schools, parks, and downtown Lakeville destinations. We also enhanced roadway operations and provided for increasing traffic levels with the addition of a roundabout at Dodd Boulevard.

210th Street was a narrow rural section with steep slopes on each side of the road, with multiple residential properties either backing up to the road or directly adjoining it. We worked with the City of Lakeville to optimize a typical section that increased safety by introducing a center left turn lane and provided a grade-separated trail with varying boulevard widths and slopes. Trails were added on both sides of the roadway through the reconstruction area, providing key connections to downtown Lakeville destinations. Within the rehabilitated areas, we were able to add trails while keeping the existing curb in place and accommodating drainage.

With several properties having driveway access directly on 210th Street, getting the right design was important to limit right-of-way impacts and ensure we were not creating drainage problems or steepening

their driveways. Throughout the project, our team kept the public up to date through our public engagement process and meeting with property owners during right-of-way negotiations.

Appendix B: Schedule

This draft schedule assumes 2-week turnaround on any agency reviews and prompt responses from any stakeholders or utility owners. Field work and all subsequent design is dependent on permissible weather for field work such as topographic and utility survey. All dates are approximate and based on receiving notice to proceed November 4th, 2025.

Task	Item	Approx. Completion Date
NTP	---	11/4/2025
Project Management & Stakeholder Coordination	Task 1 & 2	11/4/2025 - 5/14/2026
Kickoff Meeting	Task 1	11/11/2025
Open House	Task 2	1/13/2026
Survey	Task 3	11/11/2025 - 11/26/2025
Right-of-Way Services	Task 4	1/19/2026 - 4/10/2026
Geotechnical Services	Task 5	12/1/2025 – 1/6/2026
Environmental Support Services (as needed)	Task 6	12/1/2025- 2/19/2026
Utility Design & Coordination	Task 7	11/11/2025 - 5/1/2026
Stormwater Management Analysis	Task 9	12/1/2025 – 1/16/2025
Preliminary Engineering (30%) & Feasibility Report	Task 8 & 10	11/11/2025 - 1/16/2026
Utility Meeting	Task 7	1/27/2026
Final Design Submittal (60%)	Task 11	2/27/2026
Final Design Submittal (90%)	Task 11	4/1/2026
Final Design Submittal (100%)	Task 11	4/24/2026
Permitting	Task 12	4/24/2026 - 5/14/2026
Advertisement and Bidding	Task 13	5/7/2026-6/4/2026



COST PROPOSAL
215th St Paving & Utilities
City of Lakeville

CLIENT: City of Lakeville															
PROJECT: 215th St Paving & Utilities		Project Principal	Project Manager	Water Resources Engineer	Lead Engineer	Project Engineer	Design Engineer	Water Resources Design Engineer	RLS	Sr. CADD Technician	Design Technician	One-Person Survey Crew	Two-Person Survey Crew	Clerical	Total Cost
CONSULTANT: Stonebrooke Engineering, Inc.															
Task No.	Work Task Description														
TASK 1.0	Project Management	15	50	4	20	2	0	0	0	0	0	0	0	6	\$17,867.00
TASK 2.0	Stakeholder Coordination	4	21	0	7	0	0	0	0	8	8	0	0	2	\$8,286.00
TASK 3.0	Topographic and Right-of-Way Survey	0	1	0	0	0	0	0	40	0	16	110	16	0	\$28,813.00
TASK 4.0	Right-of-Way Services (assumes 3 parcels)	0	5	0	0	2	0	0	12	0	10	0	0	0	\$4,311.00
TASK 5.0	Geotechnical Services	0	2	0	5	0	0	0	0	0	0	0	0	0	\$1,121.00
TASK 6.0	Environmental Support Services	0	2	2	0	0	0	0	0	0	0	0	0	0	\$678.00
TASK 7.0	Utility Design & Coordination	0	10	0	0	18	28	0	0	0	4	0	0	0	\$7,076.00
TASK 8.0	Preliminary Design (30%)	4	48	4	40	115	151	0	0	0	157	0	0	0	\$61,097.00
TASK 9.0	Stormwater Management Analysis	0	0	20	0	0	0	52	0	0	2	0	0	0	\$9,206.00
TASK 10.0	Preliminary Engineering & Feasibility Report	0	44	0	56	16	8	0	8	0	4	0	0	2	\$21,110.00
TASK 11.0	Final Design Services (60%, 90%, 100%)	8	73	34	36	194	168	100	0	2	118	0	0	0	\$88,891.00
TASK 12.0	Permitting	0	4	2	0	14	0	2	0	0	0	0	0	4	\$3,188.00
TASK 13.0	Bidding Phase Services	0	6	0	4	10	0	0	0	0	0	0	0	1	\$2,903.00
	TOTAL HOURS	31	266	66	168	371	355	154	60	10	319	110	16	15	
	AVERAGE HOURLY RATE	\$287.00	\$183.00	\$156.00	\$151.00	\$111.00	\$101.00	\$113.00	\$177.00	\$152.00	\$105.00	\$145.00	\$245.00	\$91.00	
	TOTAL LABOR COST	\$8,897.00	\$48,678.00	\$10,296.00	\$25,368.00	\$41,181.00	\$35,855.00	\$17,402.00	\$10,620.00	\$1,520.00	\$33,495.00	\$15,950.00	\$3,920.00	\$1,365.00	
EXPENSES (printing, plan set, mileage, NPDES permit fee etc.)															\$1,500.00
SUBCONSULTANT - Braun Intertec Geotechnical Services															\$12,985.00
TOTAL PROPOSED PROJECT FEE															\$269,032.00
Optional service #1 - Phase I ESA (Braun Intertec)															\$11,900.00
Optional service #2 - Acquisition & Property Negotiation Support by Acquisition Allies (For 3 Parcels needing full acquisition services - assumes/includes MDA valuations as we assume condemnation is not an option with this schedule)															\$12,000.00
Optional service #3 - Acquisition & Property Negotiation Support (Cost per parcel for any parcels over 3 needing full acquisition services - assumes/includes MDA valuations as we assume condemnation is not an option with this schedule)															\$4,000.00
Optional service #4 - Appraisals, to supplement the acquisition process for 3 Parcels.															\$12,000.00



DETAILED COST ESTIMATE
ESTIMATED PERSON-HOURS AND FEES
215th St Paving & Utilities
City of Lakeville

CLIENT:	City of Lakeville														
PROJECT:	215th St Paving & Utilities														
CONSULTANT:	Stonebrooke Engineering, Inc.														
Task No.	Work Task Description	Project Principal	Project Manager	Water Resources Engineer	Lead Engineer	Project Engineer	Design Engineer	Water Resources Design	RLS	Sr. CADD Technician	Design Technician	One-Person Survey Crew	Two-Person Survey Crew	Clerical	Totals
TASK 1.0	Project Management														
1.01	Project Administration/Coordination	6	24											6	36
1.02	Monthly Invoicing with Project Status Report Attached		4												4
1.03	Subconsultant Management	4	2			2									8
1.04	Client Meetings (4) Monthly PMT Meetings, (16) Weekly Check-ins, Kickoff, (3) Plan Reviews	5	20	4	20										49
	SUBTOTAL HOURS - TASK 1.0	15	50	4	20	2	0	0	0	0	0	0	0	6	97
TASK 2.0	Stakeholder Coordination														
2.01	Stakeholder Meetings (1 Virtual meeting each with MnDOT and County)	2	15		3										20
2.02	Property & Business Owner Outreach (Open House, with postcard)	2	6		4					8	8			2	30
	SUBTOTAL HOURS - TASK 2.0	4	21	0	7	0	0	0	0	8	8	0	0	2	50
TASK 3.0	Topographic and Right-of-Way Survey														
3.01	Topographic Survey		1						10		16	90	16		133
3.02	Right-of-Way Survey								30			20			50
	SUBTOTAL HOURS - TASK 3.0	0	1	0	0	0	0	0	40	0	16	110	16	0	183
TASK 4.0	Right-of-Way Services (assumes 3 parcels)														
4.01	Determine Preliminary Right of Way Acquisition Limits for City Approval		2			2					4				8
4.02	Create Parcel Sketch Drawings (Assumes 3 Acquisition Parcels)										6				6
4.03	Obtain O&E Title Reports, Provide Copies to City (Assumes 3 Acquisition Parcels)								6						6
4.04	Create Legal Descriptions of Proposed R/W (Assumes 3 Acquisition Parcels)								6						6
4.05	Subconsultant Services - Coordinate Appraisals and Negotiation with Landowners		1												1
4.06	Create Easement Documents to be Signed by Landowners and Recorded		2												2
	SUBTOTAL HOURS - TASK 4.0	0	5	0	0	2	0	0	12	0	10	0	0	0	29
TASK 5.0	Geotechnical Services														
5.01	Subconsultant Geotechnical Services (Braun Intertec)		2		5										7
	SUBTOTAL HOURS - TASK 5.0	0	2	0	5	0	0	0	0	0	0	0	0	0	7
TASK 6.0	Environmental Support Services														
6.01	Subconsultant		2	2											4
	SUBTOTAL HOURS - TASK 6.0	0	2	2	0	0	0	0	0	0	0	0	0	0	4
TASK 7.0	Utility Design & Coordination														
7.01	Coordination with utility companies and Verify Existing Utilities		4			8	20								32
7.02	Identify utility impacts in plan set		2			4	4								10
7.03	Virtual utility coordination meetings (assume 1)		2			2					2				6
7.04	Review relocation plans for impacted facilities		2			4	4				2				12
	SUBTOTAL HOURS - TASK 7.0	0	10	0	0	18	28	0	0	0	4	0	0	0	60
TASK 8.0	Preliminary Design (30%)														
8.01	Establish Alignment and Profile		4		8		32								44
8.02	Intersection & Driveway Checks				4		16				8				28
8.03	Devleop Preliminary Corridor Model and Establish Preliminary Construction Limits		2		10	25	40				4				81
8.04	Title Sheet/CAD Start Up Coordination				1		1				1				3
8.05	General Layout				1						4				5
8.06	Typical Sections		2		8		16				10				36
8.07	Existing Topo and Utility Plans, Including Utility Relocations/Impacts (assume 100 scale)		2			2	4				16				24
8.08	Removal Plans (assume 100 scale)		2			4	8				16				30
8.09	Alignment Plan and Tabulations					2	2				4				8
8.10	Roadway Plan & Profile Sheets (assume 100 scale plan profile sheets)		8			40					34				82
8.11	Preliminary Traffic Control		4		4		20				4				32
8.12	Water Main and Sanitary Sewer Design & Plan Sheets		10			30					40				80
8.13	Cross Section Sheets		2			4	12				12				30
8.14	30% Plan Submittal		2		4	8					2				16
8.15	Submittal to MnDOT and County for Review (to obtain preliminary comments)		4	4							2				10
8.16	Quality Control Plan Review	4	6												10
	SUBTOTAL HOURS - TASK 8.0	4	48	4	40	115	151	0	0	0	157	0	0	0	519
TASK 9.0	Stormwater Management Analysis														
9.01	Existing and Proposed Drainage Map/Roll Plot			6				16			2				24
9.02	Hydrologic and Hydraulic modeling			8				24							32



DETAILED COST ESTIMATE
ESTIMATED PERSON-HOURS AND FEES
215th St Paving & Utilities
City of Lakeville

CLIENT:	City of Lakeville														
PROJECT:	215th St Paving & Utilities														
CONSULTANT:	Stonebrooke Engineering, Inc.														
Task No.	Work Task Description	Project Principal	Project Manager	Water Resources Engineer	Lead Engineer	Project Engineer	Design Engineer	Water Resources Design	RLS	Sr. CADD Technician	Design Technician	One-Person Survey Crew	Two-Person Survey Crew	Clerical	Totals
9.03	Drainage Memo/Report			6				12							18
SUBTOTAL HOURS - TASK 9.0		0	0	20	0	0	0	52	0	0	2	0	0	0	74
TASK 10.0	Preliminary Engineering & Feasibility Report														
10.01	Feasibility Report		24		40									2	66
10.02	Assessment Roll		16			16			8		4				44
10.03	Preliminary Construction Cost Estimate		4		16		8								28
SUBTOTAL HOURS - TASK 10.0		0	44	0	56	16	8	0	8	0	4	0	0	2	138
TASK 11.0	Final Design Services (60%, 90%, 100%)														
11.01	Perform any design modifications for changes required from preliminary design (30%)		8			20									28
11.02	Statement of Estimated Quantities					8	12								20
11.03	Soils and Construction Notes, Standard Plates and Tab Index					1	2				1				4
11.04	Typical Sections		2		4		8				8				22
11.05	Quantity Tabulations				2	12	40				10				64
11.06	Earthwork Tabulations				6	6					1				13
11.07	Miscellaneous Details					4	4				1				9
11.08	Standard Plans				1	1					2				4
11.09	Existing Topo and Utility Plans, Including Utility Relocations/Impacts (assume 100 scale)					6	4				4				14
11.10	Removal Plans (assume 100 scale)		2			8	4				6				20
11.11	Alignment Plan and Tabulations					2					1				3
11.12	Roadway Plan & Profile Sheets (assume 100 scale plan profile sheets)		2			16	16				8				42
11.13	Drainage Plans and Tabs (no profiles needed for culverts)		1	12	1			32		2	8				56
11.14	Turf Establishment and Erosion Control Plan			6				16			4				26
11.15	Entrance culvert detailed layouts/length determination (Assume 7 entrance/side street culverts, no CL culverts)			2				16							18
11.16	Treatment Swale Design and Details			8				24							32
11.17	Water Main and Sanitary Sewer Design & Plan Sheets		4			16					8				28
11.18	Traffic Control		1		8		16				8				33
11.19	Cross Section Sheets					8					8				16
11.20	Pavement Marking and Signing Plan		2		4		28				8				42
11.21	Pavement Marking and Signing Details				2						4				6
11.22	SWPPP			2				4							6
11.23	Division S, ST, and Project Manual Assembly (at 90 and final submittal)	4	8		4	34									50
11.24	Construction Cost Estimate (at 60, 90, 100 submittals)		2			8	12								22
11.25	60% Plan Submittal		4			6	4				2				16
11.26	Address 60% Plan Set Submittal Comments		4	4		6	4	4			8				30
11.27	95% Plan Submittal		4			6	4				2				16
11.28	Address 95% Plan Set Submittal Comments		2			8	4	2			8				24
11.29	Address any Final Plan and Spec Comments Prior to Bidding		2			6	6	2			8				24
11.30	Quality Control Plan Reviews (60, 95, 100)	4	24												28
11.31	Create finished surface model for use in contractor grading during construction		1		4	12									17
SUBTOTAL HOURS - TASK 11.0		8	73	34	36	194	168	100	0	2	118	0	0	0	733
TASK 12.0	Permitting														
12.01	MPCA Sewer Extension Permit					4								2	6
12.02	DOH Water Main Permit		1			2								1	4
12.03	NPDES Permit (fee included in expenses)		1	2				2						1	6
12.04	MnDOT ROW Permit for Trenchless Construction		2			8									10
SUBTOTAL HOURS - TASK 12.0		0	4	2	0	14	0	2	0	0	0	0	0	4	26
TASK 13.0	Bidding Phase Services														
13.00	Address any necessary Addendum		1		4	6									11
13.01	Answer Bidding Questions		4												4
13.02	Bid Tabs & Recommendation		1			4								1	6
SUBTOTAL HOURS - TASK 13.0		0	6	0	4	10	0	0	0	0	0	0	0	1	21

October 24, 2025

Jeremy Kaemmer, PE AICP
Stonebrooke Engineering, Inc.
12279 Nicollet Avenue
Burnsville, MN 55337

Re: Proposal for a Geotechnical Evaluation and Phase I ESA
City of Lakeville 215th Street Reconstruction
215th Street from CSAH 70 to I-35
Lakeville, Minnesota

Dear Mr. Kaemmer:

Braun Intertec Corporation (Braun Intertec) submits this proposal to complete a geotechnical evaluation and Phase I ESA for the City of Lakeville 215th Street Reconstruction at the referenced site.

Project Information

Per our discussions with you, we understand the proposed project will consist of converting roughly 3,800 feet of 215th Street from CSAH 70 to Kenrick Avenue from aggregate surfacing to bituminous pavement. We understand the project will include new water and sanitary utility likely utilizing open cut methods throughout the roadway alignment. In addition, we understand utilities will be extended below I-35 using trenchless excavation methods.

We do not anticipate the reconstructed roadway will include embankment widening for shoulders or lane extensions.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of 215th Street and utility installation.

The purpose of our Modified Phase I Environmental Site Assessment (ESA) will be to serve as a cost-effective environmental screening tool to identify, to the extent possible, existing sources of contamination (based on present or former uses) at locations that could impact project construction. In addition to the Modified Phase I ESA, the purpose of the proposed Environmental Screening and Sampling task will be to obtain environmental data for the in-place soil and ground water within the Project corridor, during the geotechnical evaluation, in order to assess management options and determine the need for additional investigation and regulatory coordination.



Geotechnical Scope of Services

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

Site Access

It appears the proposed roadway borings will be accessible to a truck drill rig, however borings near the proposed directional drilling areas near I-35 will require an all-terrain vehicle (ATV) drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

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

Staking

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

Utility Clearance

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

Permits

We will obtain a right-of-way permit with the City of Lakeville (City) and MnDOT prior to beginning our fieldwork. We assume each agency will waive permit fees as we will be completing the work for the agencies.

Prior to commencing with field work, we assume others will obtain permits or written permission from property owners for proposed explorations located outside of the public right-of-way.

We assume the City and MnDOT permits will include a work hour restriction within public right-of-way of 9:00 AM to 3:00 PM during weekdays and our scope and fees account for this restriction.



Penetration Test Borings

We propose to drill 12 standard penetration test (SPT) borings for the project. [Table 1](#) provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

Table 1. Summary of Proposed Borings

Location	Type	Quantity	Depth (ft)
Roadway	SPT	8	10
Directional Drilling Utilities	SPT	2	24 1/2
Open Cut Utilities	SPT	2	14 1/2
Total		12	158

We will collect bag samples from 2 borings from the auger cuttings for laboratory testing.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

MDH Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the MDH Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$100.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we anticipate sealing 49 lineal feet of borehole with grout.



Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for releveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

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

Table 2. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	10	D2216	Soil classification, moisture condition, and engineering properties
Sieve analysis	2	D1140	Soil classification
Percent passing #200 sieve	4	D1140	Soil classification, and evaluate frost susceptibility
Organic content	2	D2974	Evaluate suitability of soils for reuse

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

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

Report

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.



- Recommendations for preparing utility and pavement subgrades, and the selection, placement, and compaction of fill.
- Recommendations for pavement section design including assumed R-value, and for the trenchless excavation methods.

We will only submit an electronic copy of our report to you.

Geotechnical Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 6 weeks following receipt of written authorization.
- Field exploration – 2 days on site to complete the work.
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration.
- Preliminary results – within 1 week after completion of field exploration.
- Draft report submittal – within about 3 weeks after completion of field exploration.
- Final report submittal – within 1 week of receiving comments on the draft report.

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

Modified Corridor Phase I Environmental Site Assessment (ESA)

The primary approach used to identify environmental risks will be the timely completion of a corridor assessment using protocols established by Minnesota Department of Transportation's (MnDOT) Office of Environmental Stewardship (OES). This approach will be completed using a modified version of the American Society of Testing and Materials (ASTM) methodology E 1527-21, Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process. The approach is modified from ASTM standards as the Phase I ESA will be conducted along a roadway alignment, limited to a 500-foot buffer from the centerline, and does not meet all the requirements of ASTM Standard E1527-21 nor All Appropriate Inquiry (AAI). The approach is accepted by the Minnesota Pollution Control Agency (MPCA) for contaminant management planning and property evaluation when seeking liability assurances.

A single Phase I ESA report will be prepared for the Project. All properties in the 500-foot buffer will be reviewed and ranked as having a high, medium, or low potential for contamination based on criteria established by MnDOT OES. Rankings will be presented on summary tables, figures, and within the text of the report. Braun Intertec will prepare a Site Data Summary sheet for each site exhibiting a high, medium, or low potential for contamination along the Project corridor and will document how and why the site is given this ranking/classification. These rankings will be based solely on the sites' potential for contamination and not



on the sites' locations with respect to proposed construction limits. Site rankings may be adjusted based on evidence collected and professional judgment. The regulatory file review portion of the Site Data Summary sheets, if warranted, will consist of relevant figures and tables from reports within the regulatory file.

As described in the ASTM Standard for the Phase I ESA process, Braun Intertec's assessment will include review of a regulatory database report, historical documents, completion of interviews where warranted, and a site reconnaissance. Braun Intertec's research will include but not be limited to MPCA and MDA files, fire insurance maps, city and county files, Minnesota Geological Survey (MGS) files and/or Minnesota Well Index (MWI) files, historical maps, and aerial photographs. Findings will be included in the Modified Phase I ESA report.

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

Environmental Screening and Sampling

Braun Intertec will perform environmental screening and sampling during the geotechnical evaluation for select borings, if requested. The purpose of environmental screening and sampling is to determine the suitability of in-place subgrade, as encountered in geotechnical soil borings, to be used on site, moved to another site, or appropriately disposed of offsite during construction. We propose to perform limited environmental sampling and testing concurrently with the geotechnical evaluation, as follows:

- Conduct environmental screening during drilling of select geotechnical borings to include organic vapor screening of recovered soil using a photoionization detector (PID) and recording visual/olfactory observations of recovered soil for evidence of contamination (i.e., odors, staining, intermixed debris, etc.). Soil samples for quantitative laboratory analysis will be collected of any suspect fill soil and/or native soil that may be targeted for off-site export as part of redevelopment as described below.
- Analyze soil samples from the select soil borings using standard U.S. Environmental Protection Agency (EPA) methods.
- Analyze groundwater samples from the select soil borings using U.S. EPA methods.
- Present results of the environmental screening and sampling within the geotechnical evaluation report to include recommendations for any additional environmental investigation or response actions that may be required to address any identified contamination during construction or liability in advance of easement acquisition.

The need for additional Phase II investigations, response action planning, and/or regulatory coordination will be further evaluated upon completion of the Phase I ESA and environmental screening and sampling. The analyses and provided recommendations will be based on Braun Intertec's field observations and the results of laboratory chemical analyses of soil and/or groundwater samples collected for this project. It is important to note that Braun Intertec's investigation is limited to the diameter of the investigation locations and cannot be assumed to be completely representative of the soil conditions throughout the project.



Additional Task – Phase II Drilling Investigation

Following the completion of the Phase I ESA activities and Environmental Screening and Sampling, and if deemed necessary, Braun Intertec will develop work plans for conducting a Phase II Drilling Investigation in accordance with MPCA standards in areas where an environmental concern is identified.

The Phase II work plan and Phase II ESA drilling and sampling activities will be dependent on results of the Phase I ESA and Environmental Screening and Sampling, if conducted. Therefore, the scope and costs will be addressed through contract amendments, if necessary. As such, costs for these tasks have not been included in this proposal.

The scope of work above does not include Braun Intertec attendance at any public meetings. Should attendance at meetings be needed or requested, they will be billed on a time and materials basis outside of the scope of work listed above.

Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of \$24,635. Table 3 provides a breakdown of the proposed fees.

Table 3. Proposed Fee Breakdown

Service	Fee
Staking and Utility Clearance	\$ 1,040
Drilling	\$ 7,700
Laboratory Testing	\$ 1,100
Coordination, Engineering Analysis, and Report	\$ 3,145
Phase I ESA	\$ 11,900
Total	\$ 24,885

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

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time, or work that is not included in the above scope of services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$450 per hour.



General Remarks

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

This proposal was prepared with the understanding that a Professional Services Subconsultant Agreement will be prepared by Stonebrooke Engineering, Inc. This agreement will outline the terms and conditions of our services.

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Carter Reber at 507.298.0548 or creber@braunintertec.com

Sincerely,

Braun Intertec Corporation

Carter J. Reber, PE
Project Engineer

Ted Feit, PG
Associate Director, Senior Scientist

Kevin S. Zalec, PE
Senior Manager, Senior Engineer

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

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Date: 1/5/2026

Designation of Legal Newspaper for 2026

Proposed Action

Staff recommends adoption of the following motion: Move to designate Sun Thisweek as Lakeville's official legal newspaper for 2026.

Overview

Minnesota Statute 412.831 requires the annual designation of an Official Newspaper: "The Council shall, annually at its first meeting of the year, designate a legal newspaper of general circulation in the city as its official newspaper, in which such ordinances and other matters as are required by law to be so published and such other matters as the Council may deem it advisable and in the public interest to have published in this manner."

As required, each year, the Council designates a newspaper to be used for its legal notices. We have designated Sun Thisweek for the last four years. Due to the local nature of the newspaper and free online access (for legal notices), staff is recommending that we continue with the Sun Thisweek as the designated legal newspaper for 2026. The deadlines for submitting legal notices to the paper also coincide with City Council and Planning Commission meeting dates. This paper currently qualifies for designation as a legal newspaper with 133,000 monthly online views and 1,982 paid subscriptions.

Supporting Information

1. 2026 Legal Newspaper Pricing

Financial Impact: \$3500 Budgeted: Yes Source: Attached bids Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Tierney Helmers, Communications
--



November 18, 2025

City of Lakeville
City Council
20205 Holyoke Avenue
Lakeville, MN 55044

Dear City Council Members,

Please accept the following bid from the **Lakeville Sun Thisweek** for legal newspaper designation for the City of Lakeville. This newspaper is qualified by the State of Minnesota as a legal newspaper under Minnesota Statutes Section 331A.02, Subd. 1.

The following rate structure for legals is effective January 1, 2026:

Per column inch rate: **\$6.50**
Characters per inch: **320**
Lines per inch: **9**

All published legal notices are posted on the **Sun Thisweek** and the *Minnesota Newspaper Association* websites at no additional charge. The **Sun Thisweek** websites receive a monthly average of over 133,000 views. The notices are available for the public to view at no cost. The **Sun Thisweek** has 1,982 subscribers and is available at local stores for purchase.

A notarized affidavit will be provided for each notice published. A \$20 charge will be assessed on legal notices that require typing.

The **Sun Thisweek** is published weekly on Fridays. The deadline is 2:00 p.m. on Tuesday for publication on Friday of the same week. Early deadlines apply during a holiday week. Please email legal notices to publicnotice@apgecm.com.

Thank you for considering the **Sun Thisweek** as the official newspaper for the City of Lakeville for the upcoming year. We appreciate the opportunity to serve the needs of your community.

Sincerely,

Tonya Orbeck

Adams Publishing Group
Legal Notice Department Manager
763-691-6000

Tierney Helmers
City of Lakeville

Dear Tierney,

Thank you for the opportunity to bid on the public notice publications for City of Lakeville.

The Saint Paul Pioneer Press is a Daily Newspaper located in Saint Paul, MN, primarily serving Ramsey, Dakota, and Washington Counties and Western Wisconsin.

Our Legal Publication rates for all notices for 2026 are as follows:

\$9.12 per column inch per publication

Our circulation number below is for Sunday Full Run, however you can publish a notice any day of the week.

Full Run – 137,958 (Sunday), 84,512 (daily Avg), all notices will be published full run.

DEADLINE TO SUBMIT LEGAL NOTICES:

Deadlines for Liner (text only) ads.	
Publication Day	Deadline to submit materials
Monday	Friday, 4pm
Tuesday	Monday, 12pm
Wednesday	Tuesday, 12pm
Thursday	Wednesday, 12pm
Friday	Thursday, 12pm
Saturday	Friday, 11am
Sunday	Thursday, 4pm

Deadlines for Display ads.	
Notice includes chart, graphics, map, or any special formatting.	
Publication Day	Deadline to submit materials
Monday	Friday, 2pm
Tuesday	Monday, 11am
Wednesday	Tuesday, 11am
Thursday	Wednesday, 11am
Friday	Thursday, 11am
Saturday	Friday, 9am
Sunday	Thursday, 3pm

All legal notices should be email to legals@pioneerpress.com after doing so, an automated email confirming receipt of your information and you will be contact shortly. You will be email a proof (which includes the cost). An affidavit will be email after the notice publishes.

Let me know if you would be considering the Saint Paul Pioneer Press as the official legal newspaper for City of Lakeville. Please let me know if you have any questions, we look forward to collaborating with you.

Thank you,

True Lee – Advertising
tlee@pioneerpress.com





STAR TRIBUNE LEGAL NOTICES – YOUR ONE STOP SHOP.

Why choose Star Tribune when it comes to Legal Notices?

Because we offer everything you need to be successful, including a simple placement process, fair rates, timely turnaround, and the legal qualification to meet all statute requirements.

2026 DESIGNATED LEGAL NEWSPAPER RATES:

- **\$1.58 per line per day.** Approximately \$17.90 per column inch. 12 lines per column inch.
- **Notices are charged per line not per column inch**, so you are not paying for space you are not using.
- Pricing applies to legal notices/public hearing notices only.

PLACEMENT:

- Minnesota Statute 412.831 requires annual designation of an official newspaper. Star Tribune is a qualified legal newspaper, publishing legal notices 7 days per week.
- Primary areas served: Anoka County, Ramsey County, Dakota County, Hennepin County, Scott County, Carver County, Wright County, and Sherburne County.
- **Legal notices will also run on StarTribune.com at no extra charge.**
- **Legal Notices will also run on the MNA Public Notice website at no extra charge, a requirement for the State of Minnesota.** <https://www.mnpublicnotice.com>

DEADLINES - (applies to placement, changes & cancellations):

- Two days prior to first publication date at 4pm CST.
- Legal display deadlines are advanced 24-48 hours.
- Deadlines will be advanced for holidays/special occasions.
- Affidavits must be emailed 24-48 business hours after last publication date.

Monday: Friday 4pm

Tuesday: Friday 4pm

Wednesday: Monday 4pm

Thursday: Tuesday 4pm

Friday: Wednesday 4pm

Saturday: Thursday 4pm

Sunday: Friday 4pm



Date: 1/5/2026

Radio Advertising Agreement for the Lakeville Area Arts Center with MyTalk 107.1

Proposed Action

Staff recommends adoption of the following motion: Approve Radio Advertising Agreement for the Lakeville Area Arts Center with MyTalk 107.1.

Overview

To increase awareness and extend our geographic reach, the Lakeville Area Arts Center (LAAC) requests consent to extend our partnership with Hubbard Broadcasting for an additional 12 months. Since 2021, this collaboration has successfully expanded our exposure across the metro area.

Funding for this extension will be drawn from our advertising budget and the Minnesota State Arts Board Operating Support Grant. The contract includes on-air and in-app advertisements synced with our logo or related image and a customized message on digital dashboard screens in motor vehicles and other mobile devices. New this year, LAAC will be included in the Twin Cities Savers Newsletter, which is sent to more than 40,000 subscribers once per month.

By continuing this partnership, we aim to drive attendance, class registrations, and ticket sales while elevating the profile of the Lakeville arts scene.

Supporting Information

1. Radio Advertising Agreement

Financial Impact: \$16,200.00 **Budgeted:** Yes **Source:** Advertising Budget and Grant Funding

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

Report Completed by: Nicki Pretzer, Arts Center Manager



2025-2026

myTalk107.1's Impact Program

PRESENTED BY

Maddy Fransen

PRESENTED TO

Nicki Pretzer



**Lakeville Area
Arts Center**

THE IMPACT PROGRAM 6 MONTH: 30-second option

In advertising, consistency isn't just a strategy, it's the secret to staying top-of-mind. That's why the myTalk Impact Program is such a powerful opportunity.

The Impact Program allows businesses to lock in a full year of consistent, high-frequency radio exposure at significantly reduced rates. And it works: **radio advertising increases brand awareness by 45% and 65% of listeners recall a radio ad they heard in the past 24 hours.** But the benefits go beyond awareness. Studies show that radio advertising drives an average of **29% lift in Google search activity** and boosts daily web sessions, all while being **twice as cost-efficient** as other demand-generation media. That means your message doesn't just get heard: **it gets searched, remembered, and acted on.**

This is your chance to reach the highly engaged myTalk107.1 audience—women 25–65 who are educated, own their homes, and have discretionary income. Don't miss out on this proven path to brand growth and measurable results.

SCHEDULE WILL AIR TWO WEEKS EVERY MONTH FOR A TOTAL OF 6 MONTHS

Show	Time	Len	Mon	Tues	Wed	Thu	Fri	Sat/Su
WEEKDAYS PRIME	6:00AM-7:00PM	:30	10x/week →					
WEEKENDS PRIME	6:00AM-7:00PM	:30						3x/week →
EVENINGS	7:00PM-12:00AM	:30	5x/week →					
ROTATORS	6:00AM-12:00AM	:30	3x/week →					
BEST TIME AVAILABLE	12:00AM-12:00AM	:30	5x/week →					

- 52x :30 second commercials per month
- 312x :30 second commercials per 6-months
- All ads are duplicated on mytalk107.1 stream
- All ads include myTalk In-Car Ad Sync
- Bonus commercials when inventory availability permits
- Commercial copy written and produced at no charge – including copy changes up every other month



IMPACT INCLUSION

TWIN CITIES SAVERS

- **Inclusion 1x per month in email blast: Twin Cities Savers Newsletter**
 - Includes a tile ad with your business's features, products, AND special offer.
 - **NOTE: there must be an offer to participate.**
 - The TCS E-Deals Newsletter is sent to more than 44,000+ opted-in recipients looking for offers, deals, savings, or coupons.
- \$250 net per month*



CELEBRATE
your graduate!

Celebrate your graduate!
For your drive-by parades or socially distanced gatherings, say congratulations with customized gift bags filled with a fresh snack treat from PoppedCorn in Minnetonka. Your graduates name and school colors can be on the custom label.

Visit PoppedCorn.com

Pre-order by phone or stop in to the store
PoppedCorn in Minnetonka 952.452.8808

Mention 'EDeals' or refer to this ad and receive customization at no charge!
Some exclusions apply.

Copyright © 2020 TC Savers. All Right Reserved
You are subscribed to TC Savers - Edeals
You can [update your preferences](#) or [unsubscribe from this list](#).

INVESTMENT BREAKDOWNS

////////



→ :30 SECOND PACKAGE INVESTMENT BREAKDOWNS

SPOT + EMAIL = \$2,700 NET PER MONTH

- 52X :30 second ads – flights on 2 week per month
- 1x inclusion in Twin Cities Savers email
- To run from January–June

Terms and Conditions

////////

Rates subject to expire. Non-cancelable for 12-month program.
Copy changes and graphic design changes allowed bi-monthly or 6x per year.

6-MONTH INVESTMENT: \$16,200 NET

Printed Name: Luke Hellier

Signature:

Title: Mayor

Date: 01/05/2026

Printed Name: Ann Orlofsky

Signature:

Title: City Clerk

Date: 01/05/2026

See Your Ad on the Radio!

Introducing a Breakthrough in Radio Advertising

In-Car AdSync

Digital Dashboard Display

Supercharge your commercials! myTalk is excited to be the first in the market to offer you AdSync – a visual “echo” of your radio campaign displayed on vehicle dashboards.

When your ad airs, a related message appears on dashboards, making your ad more memorable and effective. It's like a billboard that travels with you.

**We're
taking radio
ads to
a new level!**

Our stations are offering a new technology enabling us to display text and images about your brand on vehicle dashboards.

63%

boost in awareness
when a radio ad
has a visual*



2026 CALENDAR – TWO OPTIONS

///// PICK YOUR SCHEDULE (**PINK**) OR (**GREEN**) – limited number available per flight

1 JANUARY

WEEK	M	Tu	W	Th	F	Sa	Su
1		29	30	31	1	2	3
2		5	6	7	8	9	10
3		12	13	14	15	16	17
4		19	20	21	22	23	24

2 FEBRUARY

WEEK	M	Tu	W	Th	F	Sa	Su
5		26	27	28	29	30	1
6		2	3	4	5	6	7
7		9	10	11	12	13	14
8		16	17	18	19	20	21

3 MARCH

WEEK	M	Tu	W	Th	F	Sa	Su
9		23	24	25	26	27	28
10		2	3	4	5	6	7
11		9	10	11	12	13	14
12		16	17	18	19	20	21
13		23	24	25	26	27	28

4 APRIL

WEEK	M	Tu	W	Th	F	Sa	Su
14		30	31	1	2	3	4
15		6	7	8	9	10	11
16		13	14	15	16	17	18
17		20	21	22	23	24	25

5 MAY

WEEK	M	Tu	W	Th	F	Sa	Su
18		27	28	29	30	1	2
19		4	5	6	7	8	9
20		11	12	13	14	15	16
21		18	19	20	21	22	23
22		25	26	27	28	29	30

6 JUNE

WEEK	M	Tu	W	Th	F	Sa	Su
23		1	2	3	4	5	6
24		8	9	10	11	12	13
25		15	16	17	18	19	20
26		22	23	24	25	26	27

7 JULY

WEEK	M	Tu	W	Th	F	Sa	Su
27		29	30	1	2	3	4
28		6	7	8	9	10	11
29		13	14	15	16	17	18
30		20	21	22	23	24	25

8 AUGUST

WEEK	M	Tu	W	Th	F	Sa	Su
31		27	28	29	30	31	1
32		3	4	5	6	7	8
33		10	11	12	13	14	15
34		17	18	19	20	21	22
35		24	25	26	27	28	29

9 SEPTEMBER

WEEK	M	Tu	W	Th	F	Sa	Su
36		31	1	2	3	4	5
37		7	8	9	10	11	12
38		14	15	16	17	18	19
39		21	22	23	24	25	26

10 OCTOBER

WEEK	M	Tu	W	Th	F	Sa	Su
40		28	29	30	1	2	3
41		5	6	7	8	9	10
42		12	13	14	15	16	17
43		19	20	21	22	23	24

11 NOVEMBER

WEEK	M	Tu	W	Th	F	Sa	Su
44		26	27	28	29	30	1
45		2	3	4	5	6	7
46		9	10	11	12	13	14
47		16	17	18	19	20	21
48		23	24	25	26	27	28

12 DECEMBER

WEEK	M	Tu	W	Th	F	Sa	Su
49		30	1	2	3	4	5
50		7	8	9	10	11	12
51		14	15	16	17	18	19
52		21	22	23	24	25	26



THANK YOU

CONTACT US

Maddy Fransen

(952) 715-1485

Madolyn.fransen@hbi.com



Date: 1/5/2026

Contract for Orchard Lake Stormwater Outlet Improvement

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract to New Look Contracting for the Orchard Lake Stormwater Improvements Project, City Project 25-42.

Overview

As part of the 2020 Street Reconstruction Project, a storm sewer was installed along 175th Street to improve drainage. Since that time, sediment has accumulated near the outlet pipe and should be removed to maintain proper drainage.

Staff requested quotes from multiple reputable contractors to perform this work. Four quotes were received on Wednesday, December 17, 2025, ranging from \$39,969.00 to \$72,179.75, with the engineer's estimate at \$67,155. Following a review by City staff and WSB, it is recommended that the contract be awarded to New Look Contracting, which submitted the lowest quote of \$39,969.00. The work is planned for late January to early February 2026, as it must be completed during frozen conditions.

Supporting Information

1. Letter of Recommendation
2. Bid Summary
3. Contract

Financial Impact: \$39,969 Budgeted: Yes Source: 7450-6280 Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Steve Ferraro, Public Works Coordinator
--

December 17, 2025

Honorable Mayor and City Council
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: Orchard Lake Stormwater Improvements
City of Lakeville
WSB Project No. 032212-000

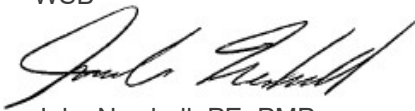
Dear Mayor and Council Members:

Quotes were received for the above-referenced project on Wednesday, December 17, 2025, and were opened and read aloud. Four quotes were received. The quotes were checked for mathematical accuracy. Please find enclosed the quote summary indicating the low quote as submitted by New Look Contracting, Rogers, Minnesota in the amount of \$39,969.00. The Engineer's Estimate was \$67,155.00.

We recommend that the City Council consider these quotes and award a contract in the amount of \$39,969.00 to New Look Contracting. based on the results of the quotes received.

Sincerely,

WSB



Jake Newhall, PE, PMP
Director, Water Resources

Attachments

ams

QUOTE TABULATION SUMMARY

PROJECT:

Orchard Lake Stormwater Improvements

OWNER:

City of Lakeville

WSB PROJECT NO.:

032212-000

Quotes Due: Wednesday, December 17, 2025, at 10:00 am

Contractor		Grand Total Bid
1	New Look Contracting	\$39,969.00
2	Sunram Construction	\$58,680.00
3	McNamara Contracting Inc	\$68,105.00
4	Minger Construction Companies, Inc.	\$72,179.75
Engineer's Opinion of Cost		\$67,155.00

I hereby certify that this is a true and correct tabulation of the bids as received on December 17, 2025.



Jake Newhall, Director, Water Resources

 Denotes corrected figure

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

Owner and Contractor hereby agree as follows:

The furnishing of all labor, materials, tools, and equipment necessary to complete the excavation, site grading, restoration, and appurtenant work.

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner liquidated damages in accordance with MnDOT Table 1807.1-1 for each Calendar Day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner liquidated damages in accordance with MnDOT Table 1807.1-1 for each Calendar Day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE - 5 CONTRACT PRICE

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

A. *Contract Price:* _____ and XX/100 Dollars (\$ _____) for Base Bid subject to adjustment based on the provisions of the Contract.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for Unit Price Work.

ARTICLE - 6 PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

a. 95 percent of Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Contractor shall submit to the Engineer an Application for Payment for the retainage amount less the following amounts:
 1. 250 percent of the anticipated cost to correct or complete work known at the time of Substantial Completion, including any punch list items; and
 2. the greater of \$500 or 1 percent of the Contract price to ensure delivery of final paperwork which includes, but is not limited to operation manuals, payroll documents for projects subject to prevailing wage requirements, and the IC134 form.

The Owner, upon certification from the Engineer, shall make payment of any undisputed amounts within 30 days of receipt of the Application for Payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or at any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per month.

ARTICLE - 7 CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the Project Manual.
 6. Drawings (not attached but incorporated by reference) consisting of 3 sheets with each sheet bearing the following general title: Orchard Lake Stormwater Improvements dated 12/04/2025.

7. Addenda (numbers to , inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Completed Bid Form.
 - b. Non-Collusion Affidavit.
 - c. Responsible Contractor Verification and Certification of Compliance Form.
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Maintenance Bond.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE - 8 REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce the Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- B. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.
- C. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
 1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineer's Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

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

Owner:

Contractor:

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____



Date: 1/5/2026

Contract for 2026 Water Treatment Plant Chemicals

Proposed Action

Staff recommends adoption of the following motion: Move to approve contract with Hawkins, Inc. for 2026 Water Treatment Plant Chemicals

Overview

The Utilities Department annually solicits bids for water treatment plant chemicals necessary to ensure safe and compliant drinking water. These chemicals include chlorine for disinfection of the water distribution system and for oxidation and removal of iron and manganese; potassium orthophosphate for corrosion control; and hydrofluorosilicic acid (fluoride) to meet State of Minnesota requirements.

Sealed bids were opened on December 23, 2025, with proposals received from three chemical suppliers. Utilities staff recommends approval of a contract with Hawkins, Inc. for the supply of fluoride, liquid chlorine, and potassium orthophosphate. The financial impact shown represents an estimated cost based on an average year of water production. Chemical costs will be paid on a per-pound, as-used basis.

Supporting Information

1. 2026 Bid Abstract
2. Hawkins Agreement

Financial Impact: \$348,811.00 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Kyle Hanson, Utilities Supervisor
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2026 Water Treatment Chemical Bid Abstract
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Line	Chemical	Quantity	Unit	Hawkins Inc.		Carus LLC.		Shannon Chemical	
				Price	Total	Price	Total	Price	Total
1	Fluoride	82,000	lbs.	\$0.53	\$43,296.00	NO BID		NO BID	
2	Liquid Chlorine	120,000	lbs.	\$1.14	\$137,340.00	NO BID		NO BID	
3	Pot. Orthophosphate	310,000	lbs.	\$0.54	\$168,175.00	\$0.64	\$198,400.00	\$0.81	\$251,100.00

**CONTRACT FOR SERVICES
BETWEEN CITY OF LAKEVILLE AND HAWKINS, INC.
FOR
WATER TREATMENT CHEMICAL SUPPLY**

THIS AGREEMENT made this 23rd day of December 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation, hereinafter referred to as the "City" or "Owner", and **HAWKINS, INC.**, a Minnesota Corporation, hereinafter referred to as the "Supplier". Owner and Supplier, in consideration of the mutual covenants set forth herein, agree as follows:

1. SCOPE OF SERVICES. The scope of services is detailed in the Contract Documents but generally consist of supplying bulk Liquid Chlorine, Potassium Orthophosphate and Hydrofluorosilicic Acid to: 18400 Ipava Ave Lakeville, MN 55044. The Supplier agrees to perform the services as detailed in the Contract Documents.

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

- A. This document entitled "Contract for Services".**
- B. Instructions to Suppliers**
- C. Technical Specifications**
- D. Supplier's Completed Bid Form**

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

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

4. CONTRACT PRICE. The City shall pay Supplier One dollar and 0.1445/100 Cents, (\$1.14) per pound of Liquid Chlorine, 0.54/100 Cents (\$0.54) per pound of Potassium Orthophosphate and 0.528/100 Cents (\$0.53) per pound of Hydrofluorosilicic Acid.

5. PAYMENT.

A. The City agrees to pay and the Supplier agrees to receive and accept payment in accordance with the prices as quoted per chemical in the Supplier's Proposal, which is inclusive of sales tax, as set forth in the completed Proposal Form. Payment to

the Supplier shall be made based on pounds of bulk chemical delivered and submission and approval of an invoice.

B. Payments to Subcontractor. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Supplier must pay any subcontractor within ten (10) days of the Supplier's receipt of payment from the City for undisputed services provided by the subcontractor. The Supplier must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Supplier shall pay the actual penalty due to the subcontractor.

6. INDEMNIFICATION.

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

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

C. If a claim arises within the scope of the stated indemnity, the City may require Supplier to furnish a written acceptance of tender of defense and indemnity from

Supplier's insurance company. Supplier will take the action required by City within fifteen (15) days of receiving notice from City.

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 Supplier shall constitute a waiver of any right or duty afforded by any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8. INSURANCE. Prior to the start of deliveries, Supplier shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Supplier 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 Supplier 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 Supplier 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 Supplier'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.**

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

9. TERM. The term of this Contract shall begin on January 6, 2026, and end on December 31, 2026, both dates inclusive, unless sooner terminated as hereinafter provided.

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

11. SUPERVISION OF SUPPLIER. The City's designated supervisor will be the Utilities Superintendent. The Utilities Superintendent, acting on the City's behalf, shall be responsible for providing communication and direction as to the provision of services by the Supplier under this Contract. The Supplier will contact the City of Lakeville by e-mail as to the supply dates and times they will perform work. Utilities Superintendent's mailing address is: 20195 Holyoke Avenue, Lakeville, MN 55044; telephone numbers are: (W) 952-985-2741; (C) 952-367-7334 squade@lakevillemn.gov.

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

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

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

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

SUPPLIER: Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Attn: David Schindeldecker

15. NO ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

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

17. WARRANTY. The Supplier shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications. No warranty bond shall be required.

18. DISCRIMINATION. Supplier agrees to comply with Minnesota Statute 181.59 that states:

Subsection A. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, material Supplier or Contractor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

Subsection B. That no material Supplier or Contractor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or

conspire to prevent the person or persons from the performance of work under any contract on account of race, creed, or color;

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

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

19. WORK HOURS. Deliveries shall be Monday through Friday between 7:30 a.m. and 2:30 p.m. daily. No deliveries will be accepted on Saturdays, Sundays, and Holidays.

20. MISCELLANEOUS.

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

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

C. Data Practices/Records.

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

(2) All books, records, documents and accounting procedures and practices to the Supplier, relative to this Contract are subject to examination by the City.

D. 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.

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

F. In providing services hereunder, Supplier shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

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

H. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.

I. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.

J. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

K. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.

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

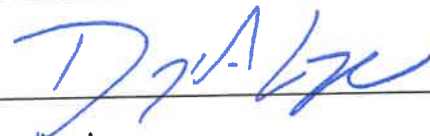
CITY OF LAKEVILLE

BY: _____
Luke M Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

SUPPLIER:

Hawkins Inc.

BY:  _____
Douglas Lange
(Print Name)

Its: Vice President, Water Treatment Group



Date: 1/5/2026

Approval of Local Affordable Housing Aid Agreement

Proposed Action

Staff recommends adoption of the following motion: move to approve a Resolution Approving the Dakota County Community Development Agency to Administer City Local Affordable Housing Aid Funds

Overview

The 2023 Legislature passed a housing bill with \$1 billion in new funding for various housing programs. The Legislature appropriated state funds for the programs and established a metro wide sales tax for housing needs, including a portion of this tax as a local housing aid for metropolitan cities.

The new law establishes a 0.25% metropolitan regional sales tax, with a portion of the proceeds allocated to metropolitan cities over 10,000 in population. Lakeville will receive a distribution of aid under this legislation of \$635,4589 in 2025. Cities must spend this aid by December 31st in the four-year following the year after the aid was received. Funds must be committed within three years.

Lakeville collaborated with the Dakota County CDA to administer our 2024 funds. The CDA identified two programs which build upon existing CDA programs and which the CDA could efficiently administer on cities' behalf:

- Enhanced single-family home improvement loan program which would increase the number of homes improved from 60-70 per year to 115-120 per year countywide..
- Radon mitigation grant program which would provide funds for radon testing and mitigation in at least 40 homes per year countywide.

At the December 8, 2025 the City Council work session, the council supported the request of the CDA to continue the collaboration with a commit of \$250,000 for the home improvement loan program and radon mitigation grant program. All Lakeville funding will be distributed to Lakeville residents.

Supporting Information

1. Resolution
2. LAHA.Collaboration.Memo.2025

3. Mid-year report

Financial Impact: \$250,000 **Budgeted:** No **Source:** Local Affordable Housing Aid funds

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

Report Completed by: Tina Goodroad, Community Development Director

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 26-_____

**RESOLUTION APPROVING THE DAKOTA COUNTY COMMUNITY DEVELOPMENT
AGENCY TO ADMINISTER CITY LOCAL AFFORDABLE HOUSING AID FUNDS**

WHEREAS, The City of Lakeville is a recipient of newly created sales tax-funded Local Affordable Housing Aid (LAHA) dollars from the State of Minnesota; and

WHEREAS, the purpose of LAHA is to develop and preserve affordable housing and help persons experiencing homelessness find housing; and

WHEREAS, the City's allocation of LAHA funds received in 2025 was \$635,458; and

WHEREAS, the City has three years to commit the 2025 funding (no later than December 31, 2027) and must spend the funds by December 31, 2029; and

WHEREAS, if the City's LAHA funds are not committed or spent in the required timeframe, funds will be returned to the Minnesota Housing Finance Agency for statewide housing needs, and

WHEREAS, the Dakota County Community Development Agency (CDA) is the housing and economic development authority for the County that has well established, successful housing programs that are LAHA eligible; and

WHEREAS, the CDA has formally requested to partner with the City (and other Dakota County communities) on the administration of the LAHA funds for two CDA programs: 1) the Home Improvement Loan Program, and 2) the Radon Mitigation Grant Program (together "the programs"); and

WHEREAS, the CDA has requested a formal response from the City by February 28, 2026, on whether the City agrees to partner with the CDA on the administration of the City's LAHA funds and the allocation of those funds on the Programs.

NOW, THEREFORE, BE IT RESOLVED that the City of Lakeville hereby approves the following:

1. The Dakota County CDA is designated as the entity to carry out certain administrative duties related to the Local Affordable Housing Aid (LAHA) program

on behalf of the City of Lakeville, subject to the March 25, 2025, joint power agreements executed between the two parties.

2. The City wishes to allocate a portion of its 2025 LAHA funds to the following programs in the amount listed below:
 - a. Home Improvement Loan Program and Radon Mitigation Grant Program in the amount of \$250,000.

ADOPTED by the Lakeville City Council this 5th day of January, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

BY: _____
Ann Orlofsky, City Clerk



To: City of Lakeville

From: Dakota County Community Development Agency (CDA)

Date: October 22, 2025

Re: 2025 Local Affordable Housing Aid (LAHA) Collaboration

Thank you for your collaboration on the city's 2024 Local Affordable Housing Aid (LAHA) funds. The City of Lakeville entered a joint powers agreement with the CDA on March 25, 2025, to administer \$229,465 of the city's 2024 LAHA funds. To date, the CDA has obligated and expended the following Lakeville LAHA funds:

CDA Activity	2024 Lakeville LAHA funds	\$\$ LAHA Obligated	\$\$ LAHA Expended	# Households Served
HO Rehab	\$137,679.00	\$133,630.00	\$24,420.00	4
Radon	\$ 91,786	\$ 3,222.00	\$ 3,222.00	

The CDA collaborated with nine Dakota County cities to administer \$1.3 million of 2024 LAHA funds on housing preservation projects. To date, the CDA has obligated 64 percent (\$834,114) of the \$1.3 million in five months to 30 households.

The ability to obligate the LAHA funds quickly is a testament to allocating funds to well implemented, high-demand housing programs for income eligible homeowners – the CDA's Home Improvement Loan Program and Radon Mitigation Grant. As a reminder, 2024 LAHA funds must be obligated in three years (December 2027) and expended in four years (December 2028). The CDA will expend Lakeville's 2024 LAHA funds well before the December 2028 deadline.

The CDA would like to build upon the success of 2024 and continue our collaboration with the 2025 LAHA funds administering two housing preservation programs on your behalf: 1) the Home Improvement Loan Program (HO Rehab program); and 2) the Radon Mitigation Grant program that will be paired with the HO Rehab program. The CDA is also open to assisting cities with a gap financing program (for preservation and/or new construction projects), if that is of interest.

The City of Lakeville's certified 2025 LAHA amount is \$635,458. The City has three years to obligate these funds (December 2028) and expend in four years (December 2029). The CDA estimates we can realistically expend \$250,000 on the HO Rehab and Radon Mitigation Grant programs. **This is a conservative amount and dependent upon the future of other HO**

Rehab funding sources. We will keep in close contact with you and your staff on the status of other funding sources and if more LAHA is needed for HO Rehab.

LAHA funds cannot currently be used to pay for administrative expenses. The CDA will utilize current staff and add staff, as needed, to distribute LAHA funds. The use of LAHA for administration dollars will be tracked, evaluated, and advocated for at the State to be an eligible use. If statutory authority ever allows LAHA to be used for administrative expenses, the CDA will determine a formula and will amend agreements with cities.

As an administrator of LAHA funds on behalf of the city partners, the CDA will be responsible for: administering the programs; appropriately allocating and expending LAHA funds on eligible uses; hiring and supervising staff; providing regular updates to city staff; and completing reporting requirements for the LAHA funds administered by the CDA.

The CDA is requesting a formal response from cities no later than **Friday, February 28, 2026**, stating if the city will collaborate with the CDA for the 2025 LAHA funds. A formal response must be taken by the city elected officials in the form of a resolution. A sample resolution is attached for your consideration. After responses are received, CDA staff will work with city staff to update the joint powers agreement (JPA) exhibit to reflect the new funds.

We look forward to working with your community on this important resource to improve existing housing stock in Dakota County. Please contact Lisa Alfson at lalfson@dakotacda.org or 651-675-4467 if you have any questions.

Best regards,



Tony Schertler
Executive Director

Attachment: Sample Resolution

Attachment: 2025 LAHA certified amounts

File #	City	Income Level	Loan or Grant Amount	Amount Spent	Remaining Balance	Funding	Work Done
10775	LV	80%	\$ 6,090.00	\$ 6,090.00	\$ -	LAHA	Furnace Emergency
10700	LV	80%	\$ 34,630.00	\$ -	\$ -	LAHA	Windows, Attic Insulation, Lower level shower replacement, Smoke/CO Alarms
			\$ 2,450.00	\$ 2,540.00	\$ -		Radon testing and mitigation system
10724	LV	80%	\$ 34,975.00	\$ 15,000.00	\$ 19,975.00	LAHA	Basement bedroom and bathroom
			\$ 2,225.00	\$ 2,225.00	\$ -		Radon testing and mitigation system
10741	LV	80%	\$ 26,000.00	\$ -	\$ -	LAHA and CDBG	Finish Basement bedroom, install new basement bathroom
			\$ 3,029.00	\$ -	\$ -		Radon testing and mitigation system



Date: 1/5/2026

**Resolution Supporting Dakota County's Application for Funding Through the
Better Utilizing Investments to Leverage Development Grant Program for the
Dakota County Mobility and Safety Improvements: Interstate 35 and County State Aid
Highway 5/50 Interchange and Bridge Reconstruction Project**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution supporting submittal of an application for the 2026 Better Utilizing Investments to Leverage Development Grant program for the Dakota County Mobility and Safety Improvements: Interstate 35 and County State Aid Highway 5/50 Interchange and Bridge Reconstruction project, City Project 26-05.

Overview

The United States Department of Transportation issued a Notice of Funding Opportunity for the Better Utilizing Investments to Leverage Development (BUILD) Grant Program for transportation infrastructure projects with significant local or regional impact. The Federal Funding is authorized by the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law "BIL"). \$1.5 billion is awarded annually (Fiscal Years 2022-2026) for Local and Regional Project Assistance Program under National Infrastructure Investments. The deadline for Fiscal Year 2026 BUILD application is February 24, 2026.

The Dakota County Mobility and Safety Improvements: Interstate 35 and County State Aid Highway 5/50 Interchange and Bridge Reconstruction project remains a City Legislative Priority, and Dakota County is submitting a request for funding. A City Council resolution certifying project support is a requirement of the application.

Supporting Information

1. 2026.01.05 Resolution of Support

Financial Impact: \$0 Budgeted: No Source: N/A Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Zach Johnson, City Engineer
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**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 26-

**Resolution Supporting Dakota County's Application for Funding Through the Fiscal
Year 2026 Better Utilizing Investments to Leverage Development Federal Grant
Program for the
Dakota County Mobility and Safety Improvements: Interstate 35 and County State
Aid Highway 5/50 Interchange and Bridge Reconstruction Project**

WHEREAS, the United States Department of Transportation issued a notice of funding opportunity for the Fiscal Year 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program; and

WHEREAS, the funding is intended to provide additional investment in locally or regionally significant transportation infrastructure projects that improve safety, enhance economic growth and development of interstate commerce, and remove barriers to community access; and

WHEREAS, funding for the BUILD program is provided by the Infrastructure Investment and Jobs Act and/or additional funding that may become available under the Fiscal Year 2026 Appropriations Act; and

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

WHEREAS, Dakota County is requesting \$25,000,000 in BUILD funding; and

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the City of Lakeville hereby supports an application to the Fiscal Year 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program for the Dakota County Mobility and Safety Improvements: Interstate 35 and County State Aid Highway 50/5 Interchange and Bridge Reconstruction project.

ADOPTED by the City Council this 5th day of January 2026.

BY: _____
Luke M. Hellier, Mayor

ATTESTED:

Ann Orlofsky, City Clerk



Date: 1/5/2026

Resolution Appointing Depositories for the City of Lakeville

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution appointing depositories for the City of Lakeville.

Overview

Minnesota Statute §118A.02 states that the City Council shall designate as a depository of its funds, one or more financial institutions, and that the City Council may authorize the city treasurer to make investments of funds under sections 118A.01 to 118A.06 or other applicable law. The governing body is responsible for deciding where public funds will be deposited. Most government entities designate a depository on either an annual or biennial basis.

All checking and controlled disbursement accounts for the City are at U.S. Bank. U.S. Bank sweeps funds to or from the 4M Money Market at the end of each day which eliminates the need to monitor collateral and ensures the City's deposits are compliant with state statute requirements. All Lakeville banks and current/anticipated financial security dealers are included as additional depositories.

Investments are made in accordance with Minnesota State Statutes and City of Lakeville Investment Policy. Short-term cash flow needs are held in the 4M money market fund. The Auditors confirm that the investments and cash management practices are appropriately handled in accordance with the approved policies and generally accepted accounting procedures.

Supporting Information

1. Resolution Appoint Depositories

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

CITY OF LAKEVILLE

RESOLUTION NO. ____

Resolution Appointing Depositories for the City of Lakeville

WHEREAS, Minnesota Statute §118A.02, subd. 1 states that the City Council shall designate, as a depository of its funds, one or more financial institutions, and that the City Council may authorize the City treasurer to make investments of funds under sections 118A.01 to 118A.06 or other applicable law; and

WHEREAS, all deposits of public funds will be insured or secured in accordance with Minnesota Statute §118A.03; and

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

1. The Mayor and Treasurer are hereby authorized to execute any required documents with depositories named below, including signature cards and agreements.
2. The Treasurer (or designee) is hereby authorized to invest City funds under sections 118A.01 to 118A.06 or other applicable law with depositories named below.
3. U.S. Bank N.A. will be the primary depository of the City.
4. The following institutions are hereby named additional depositories subject to legal compliance with maximum deposit and collateral requirements:

Affinity Plus Federal Credit Union – 17555 Kenwood Trl
Bank of America – 17599 Kenwood Trl
BMO Harris – 17636 Kenwood Trl
Citizens Bank – 18476 Kenrick Ave
Compeer Financial – 21088 Keswick Loop
Frandsen Bank & Trust– 20280 Iberia Ave
Genisys Credit Union – 16106 Pilot Knob Road, #140
Great Southern Bank – 10880 175th Ct W
Huntington Bank – 17269 Kenyon Ave
Lakeview Bank – 9725 163rd St W
Merchants Bank – 18550 Joplin Ave
Minnesota Municipal Money Market Fund (4M Fund)
Morgan Stanley
New Market Bank – 20151 Icenic Trl
PMA Financial Network, Inc.
RBC Capital Markets
Sterling State Bank – 16366 Kenrick Ave
Stifel Nicolaus & Co, Inc.
TruStone Financial Credit Union – 17533 Cedar Ave
UBS Financial Services Inc.
U.S. Bank – 20191 Iberia Ave

U.S. Bancorp
Wells Fargo Bank – 8790 207th St W
Wells Fargo Securities
Wings Financial Credit Union – 16042 Pilot Knob Rd

ADOPTED by the Lakeville City Council this 5th day of January 2026.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 1/5/2026

Resolution Delegating Authority to Pay Claims and Make Electronic Fund Transfers

Proposed Action

Staff recommends adoption of the following motion: Move to approve the resolution delegating authority to pay claims and make electronic fund transfers.

Overview

The City Council approved a resolution delegating the authority to pay claims to the Finance Director on June 5, 2017. Upon review of state statutes and in discussion with the City auditors at that time, CliftonLarsonAllen, it was determined that the resolution should be expanded to explicitly state that electronic payments are allowed. The City currently makes electronic payments to vendors, bond paying agents, payroll taxes, etc. The City Council approved a resolution with this additional language in May 2020.

Minnesota Statute Section 471.38, subdivision 3 and 3a state that a city council may authorize electronic fund transfers subject to similar criteria as the delegation of authority to pay claims such as city internal accounting and administrative procedures, bank process controls and administrative procedures, and regular review of expenditure list by City Council at each meeting. All these criteria are currently in place.

The City Council receives a list of expenditures paid (claims list) for review at each council meeting as part of the consent agenda. These reports include claims that have been paid electronically.

This resolution is presented for approval at the beginning of each year in conjunction with other required annual resolutions.

Supporting Information

1. Resolution Delegating Authority to Pay Claims and Make Electronic Fund Transfers

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

CITY OF LAKEVILLE

RESOLUTION No _____

**Resolution Delegating Authority to Pay Claims and Make Electronic
Fund Transfers**

WHEREAS, Minnesota Statute Section 412.271, Subd. 8 states that a City Council may delegate its authority for paying certain claims against the City to a City administrative official subject to certain criteria; and

WHEREAS, Minnesota Statute Section 471.38, Subd. 3 and 3a states that a City Council may authorize electronic fund transfers subject to certain criteria; and

WHEREAS, the prerequisite criteria for delegating the payment of claims authority have all been met by the City through the following: (i) City's internal accounting and administrative procedures, (ii) regular review of expenditure list by City Council at each meeting, and (iii) preparation of an annual audited financial statement attested by an independent certified public accountant, public accountant or state auditor; and

WHEREAS, procurement of goods and services are made under the authority granted in the purchasing policy, council-approved resolutions and/or applicable state statutes; and

WHEREAS, Minnesota Statute Section 471.425, Subd. 2 states that cities that have at least one regularly scheduled meeting per month must pay their bills within 35 days of receipt and this delegation of authority is conducive to this end while assuring appropriate City Council oversight; and

WHEREAS, the prerequisite criteria for authorizing payments by electronic funds transfer will be met by the City through the following: (i) city's internal accounting and administrative procedures, (ii) bank process controls and administrative procedures; and (iii) regular review of expenditure list by City Council at each meeting.

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

1. The recitals set forth above are incorporated herein.
2. The City Finance Director is authorized to pay all claims made against the City that meet the standards and procedures established by the Finance Department, City policies, City Council approved resolutions and the requirements of applicable statutes.
3. The City Finance Director is authorized to pay such claims via electronic funds transfer, in accordance with the foregoing requirements and Minnesota Statute 471.38, subds. 3 and 3a.

ADOPTED by the Lakeville City Council this 5th day of January 2026.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 1/5/2026

Heritage Commons 10th Addition Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the Heritage Commons 10th Addition final plat.

Overview

HVP V Epic Heritage, LLC representatives have submitted an application for the final plat of Heritage Commons 10th Addition. The property is 3.74 acres, located on the northeast corner of Dodd Blvd and CSAH 50. The final plat includes a three outlot subdivision along with the right-of-way dedication for CSAH 50 and Dodd Blvd. One outlot (Outlot B) is planned to be deeded to Lake Marion Collision and the other two outlots are planned for future commercial development. The preliminary plat was approved by City Council on July 7, 2025.

A development contract is required for the proposed site improvements. City staff have determined that Heritage Commons 10th Addition final plat is consistent with the approved preliminary plat and complies with Subdivision and Zoning Ordinance requirements.

Supporting Information

1. Resolution and Development Contract
2. Exhibits
3. 11-24-2025 Staff Reports

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

CITY OF LAKEVILLE

RESOLUTION NO. 26-_____

**RESOLUTION APPROVING THE FINAL PLAT
OF HERITAGE COMMONS 10TH ADDITION**

WHEREAS, the owner of the property described as **HERITAGE COMMONS 10TH ADDITION** has requested final plat approval; and

WHEREAS, a public hearing concerning the preliminary plat was reviewed by the Lakeville Planning Commission in accordance with Minnesota Statutes, Section 462.357 Subd. 3;

WHEREAS, the final plat is consistent with the preliminary plat approved by the City Council;
and

WHEREAS, the final plat is acceptable to the City.

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. The **Heritage Commons 10th Addition** final plat is approved subject to the development contract, security requirements and the recommendations and requirements listed in the Engineering Division memorandum dated November 24, 2025.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars, development contract, and all documents pursuant to the approved development contract.

3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.
4. Outlot B shall be combined by administrative subdivision with the property to the north located at 20120 Dodd Blvd.

ADOPTED by the Lakeville City Council on this 5th day of January 2026.

CITY OF LAKEVILLE

Luke Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 26-_____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 5^h day of January 2026 as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(Seal)

(reserved for recording information)

DEVELOPMENT CONTRACT
(Developer Installed Improvements)

HERITAGE COMMONS 10TH ADDITION

CONTRACT dated _____, 202__, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **HVP V EPIC HERITAGE LLC**, a Delaware limited liability company (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for **HERITAGE COMMONS 10TH ADDITION** (referred to in this Contract as the "plat"). The land is situated in the County of Dakota, State of Minnesota, and is legally described on Exhibit A attached hereto and made a part hereof:

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 180 days after the City Council approves the final plat.

3. RIGHT TO PROCEED. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been approved by the City Engineer

following approval of a preliminary plat by the City Council, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the necessary insurance for the Developer and its construction contractors has been received by the City, and 4) the plat has been filed with the Dakota County Recorder or Registrar of Titles' office.

4. PHASED DEVELOPMENT. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City. Park dedication charges referred to in this Contract are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

5. PRELIMINARY PLAT STATUS. If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within two (2) years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current metropolitan urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A and B, the plans may

be prepared, subject to the City Engineer's approval, after entering the Contract, but before commencement of any work in the plat. The City Engineer may approve minor amendments to Plan B and C without City Council approval. The erosion control plan may also be approved by the Dakota County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control.

The plans are:

Plan A - Plat

Plan B - Final Grading, Drainage, and Erosion Control Plan

Plan C – Parking Lot Expansion

8. IMPROVEMENTS. The Developer shall install and pay for the following:

- A. Water System
- B. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control
- C. Underground Utilities
- D. Setting of Iron Monuments
- E. Surveying and Staking

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utility and street construction; and any other ordinances including Section 11-16-7 of the City Code concerning erosion and drainage and Section 4-1-4-2 prohibiting grading, construction activity, and the use of power equipment between the hours of 10 o'clock p.m. and 7 o'clock a.m. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's

engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work.

In accordance with Minnesota Statutes 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed following site grading, utility and street construction.

9. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 8 above.

10. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, which may include:

- A. Dakota County for County Road Access and Work in County Rights-of-Way
- B. MnDot for State Highway Access
- C. MnDot for Work in Right-of-Way
- D. Minnesota Department of Health for Watermains
- E. MPCA NPDES Permit for Construction Activity
- F. MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal
- G. DNR for Dewatering
- H. City of Lakeville for Building Permits
- I. MCES for Sanitary Sewer Connections
- J. City of Lakeville for Retaining Walls

11. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable

county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2026.

13. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with plat development.

14. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MPCA Stormwater Permit for Construction Activity. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

The plans for Heritage Commons 10th Addition include a detailed erosion and sediment control plan. The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. The permit requires that all erosion and sediment best management practices (BMPs) be clearly outlined in a site's SWPPP. Additional erosion control measures may be required during construction as deemed

necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. Changes made throughout construction must be documented in the SWPPP. An on-site preconstruction meeting shall be held with the City prior to work commencing on the site. No grading can take place until the City has reviewed and approved the SWPPP for the site.

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat, calculated as follows:

\$8,531	x 2%	= \$170.62
Grading Cost	2025 Rate	MS4 Administration Fee
Heritage Commons 10 th Addition		Heritage Commons 10 th Addition

15. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan “B”. The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and final establishment of the ground cover or temporary stabilization approved by the City, the Developer shall provide the City with an “as constructed” grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The “as constructed” plan shall include field verified elevations of the following: a) cross sections of storm water treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, and installed “conservation area” posts; and c) lot corner elevations and building pads, and all other items listed in City Code Section 10-3-5.NN. The City will withhold issuance of a Certificate of Occupancy until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer certifies to the City that all footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Building Official for review prior to the issuance of the Certificate of Occupancy.

Prior to the release of the grading and erosion control security, the “as-constructed” plan for the lot must be submitted to verify that the final as-built grades and elevations of the specific lot and all building

setbacks are consistent with the approved grading plan for the development, and amendments thereto as approved by the City Engineer, and that all required property monuments are in place. If the final grading, erosion control and “as-constructed” grading plan is not timely completed, the City may enter the lot, perform the work, and draw on the letter of credit. Upon satisfactory completion of the grading, erosion control and “as-constructed” grading plan, the security, less any draw made by the City, shall be released.

The final grading plan must indicate any proposed borrow areas in which the building footings will be placed on fill material. The grading specifications must indicate that all embankments meet FHA/HUD 79G specifications. A final certificate of occupancy shall not be issued until an as-built certified grading plan has been submitted and approved by the City Engineer.

A certified as-built building pad survey must be submitted and approved for commercial, industrial or institutional developments prior to issuance of a building permit.

Heritage Commons 10th Addition contains less than one acre of site disturbance, however is identified as part of a common plan of development of greater than one acre. 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.

A grading permit for Heritage Commons 10th Addition will not be approved until a suitable soil report for the site outlining any potential contamination is submitted to the City for review.

16. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

17. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract and final acceptance by the City, the public improvements lying within public easements shall become City property without further notice or action.

18. CITY ENGINEERING ADMINISTRATION, CONSTRUCTION OBSERVATION.

The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be three percent (3%) of construction costs identified in the Summary of Security Requirements if using a letter of credit, assuming normal construction and project scheduling.

19. STORM SEWER. The Trunk Storm Sewer Area Charge has not been collected on the parent parcel and will be collected with subsequent phases of the Heritage Commons preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

20. SANITARY SEWER. Heritage Commons 10th Addition is located within subdistrict ML-70050 of the Lake Marion sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES Farmington Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility. No sanitary sewer construction is proposed with Heritage Commons 10th Addition.

The Sanitary Sewer Availability Charge will be collected with subsequent phases of the Heritage Commons preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

21. WATERMAIN. An existing 8-inch watermain stub extends into the parcel from Heritage Drive on the northeast portion of the parcel. No watermain construction is proposed with Heritage Commons 10th Addition.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction shall be determined with the final construction plans.

23. PARKS, TRAILS, AND SIDEWALKS. The Park Dedication requirement has not been satisfied on the parent parcels and will be collected with subsequent phases of the Heritage Commons

preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

Development of Heritage Commons 10th Addition does not include the construction of public trails or sidewalks. Existing sidewalks are located along Dodd Boulevard and 202nd Street adjacent to the plat.

24. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

- A. Implementation of the recommendations listed in the November 24, 2025, Planning Report, and November 24, 2025, Engineering Report.
- B. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$300.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: three (3) lots/outlots at \$100.00 per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.
- C. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$270.00.
- D. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.
- E. Simultaneously with the recording of the final plat, Outlot B of the plat must be combined with the property located at 20120 Dodd Boulevard, PID 22-02900-25-016.

25. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer

shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for \$5,625.00. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Grading, Erosion Control, and Restoration	<u>\$5,000.00</u>
CONSTRUCTION SUB-TOTAL	\$5,000.00

OTHER COSTS:

A. Developer's Design (3.0%)	\$150.00
B. Developer's Construction Survey (2.5%)	125.00
C. City Legal Expenses (Est. 0.5%)	25.00
D. City Record Drawings (0.5%)	25.00
E. Lot Corners/Iron Monuments	<u>300.00</u>
OTHER COSTS SUB-TOTAL	\$625.00

TOTAL SECURITIES:	\$5,625.00
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This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City's standard specifications for utility and street construction outline procedures for security reductions.

26. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished to the City prior to the City Council signing the final plat:

A. MS4 Administration Fee	\$170.62
B. Property Data and Asset/Infrastructure Management Fee	<u>270.00</u>
TOTAL CASH REQUIREMENTS	\$440.62

27. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for underground utilities is two years and shall commence following completion and acceptance by the City. The Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work. The City's standard specifications for utility and street construction identify the procedures for final acceptance of streets and utilities.

28. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees,

and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.
- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to City or MCES sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

29. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

30. MISCELLANEOUS.

- A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Contract.
- C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- E. Grading, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of a permanent or temporary certificate of occupancy.
- F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

- H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of the Contract. A release of this Contract may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Contract. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- I. Insurance. **Developer and Contractor shall provide a copy of the Development Contract to their insurance professional for verification that the certificate of insurance is in compliance with the requirements of the Development Contract.** Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

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

The following coverages shall be included:

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

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

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

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

The Developer's and general contractor's insurance must be "Primary and Non-Contributory".

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

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

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

- J. Indemnification. To the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.
- K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- L. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it, until the City's issuance of a Certificate of Completion and Release.
- M. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

N. Should the Developer convey any lot or lots in the Development to a third party, the City and the owner of that lot or those lots may amend this Development Contract or other city approvals or agreements for development or use of those lots without the approval or consent of the Developer or other lot owners in the Development. Private agreements between the owners of lots within the Development for shared service or access and related matters necessary for the efficient use of the Development shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner in the Development.

31. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 1010 Dale St. N., St. Paul, MN 55117-5603. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

*[The remainder of this page has been intentionally left blank.
Signature pages follow.]*

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by Luke M. Hellier and by Ann Orlofsky, the Mayor and City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

**DEVELOPER:
HVP V EPIC HERITAGE LLC**

BY: _____
Its

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
202____, by _____ the _____
of **HVP V EPIC HERITAGE LLC**, a Delaware limited liability company, on behalf of said entity.

NOTARY PUBLIC

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

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

BRUCE B. TSCHIDA and **LIZABETH M. TSHIDA**, married to each other, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this _____ day of _____, 202__.

Bruce B. Tschida

Lizabeth M. Tschida

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__,
by **Bruce B. Tschida**, spouse to Lizabeth M. Tschida.

NOTARY PUBLIC

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__,
by **Lizabeth M. Tschida**, spouse to Bruce B. Tschida.

NOTARY PUBLIC

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

**MORTGAGE HOLDER CONSENT
TO
DEVELOPMENT CONTRACT**

NEW MARKET BANK, organized and existing under the laws of the State of Minnesota, which holds:

1. A Mortgage executed by Bruce B. Tschida and Lizabeth M. Tschida, married to each other, in favor of New Market Bank, dated November 30, 2012, filed December 31, 2012, in the Office of the County Recorder, Dakota County, Minnesota, as Document Number **A2918477**, in the original amount of \$861,138.05;
2. Modification of Mortgage between Bruce B. Tschida and Lizabeth M. Tschida, married to each other, and New Market Bank, dated May 7, 2022, filed June 7, 2022 in the Office of the County Recorder, Dakota County, Minnesota, as Document Number **A3543608** in favor of New Market Bank;
3. Modification of Mortgage between Bruce B. Tschida and Lizabeth M. Tschida, married to each other, and New Market Bank, dated May 1, 2025, filed May 15, 2025 in the Office of the County Recorder, Dakota County, Minnesota, as Document Number **A3675730**;

on all or part of the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 202_____.

NEW MARKET BANK

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

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by _____, the _____ of **New Market Bank**, organized and existing under the laws of the State of Minnesota, on behalf of said entity.

NOTARY PUBLIC

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

**MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT**

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____, by _____.

NOTARY PUBLIC

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

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as
HERITAGE COMMONS 10TH ADDITION

Outlot A, HERITAGE COMMONS 6TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

AND

That part of the NE 1/4 of the NW 1/4 of Section 29, Township 114, Range 20, Dakota County, Minnesota, described as follows:

Commencing at the Northeast corner of said NE 1/4 of the NW 1/4 of Section 29; thence South 00 degrees 17 minutes 49 seconds East, assumed bearing along the East line of the said NE 1/4 of the NW 1/4 a distance of 1264.28 feet to the Northerly right-of-way line of Minnesota Trunk Highway No. 50; thence South 88 degrees 47 minutes 53 seconds West, along said highway right-of-way line, a distance of 735.70 feet; thence Westerly along the said highway right-of-way line on a tangential curve to the right having a radius of 1839.86 feet, a distance of 277.30 feet to the actual point of beginning; thence continue Westerly along the said highway right-of-way line and along the afore described curve to the right having a radius of 1839.86 feet, a distance of 140.00 feet to the point where said right-of-way line deflects to the Northwest; thence North 38 degrees 40 minutes 44 seconds West along said right-of-way line a distance of 157.66 feet to the point where said right-of-way line deflects to the North; thence North 00 degrees 42 minutes 52 seconds West along said right-of-way line a distance of 120.00 feet; thence North 89 degrees 17 minutes 08 seconds East a distance of 121.99 feet; thence South 38 degrees 40 minutes 44 seconds East a distance of 183.19 feet; thence South 00 degrees 42 minutes 52 seconds East distance of 124.97 feet to the actual point of beginning, Dakota County, Minnesota.

AND

That part of the NE 1/4 of the NW 1/4 of Section 29, Township 114, Range 20, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said NE 1/4 of the NW 1/4 of Section 29; thence South 00 degrees 17 minutes 49 seconds East, assumed bearing, along the east line of said NE 1/4 of the NW 1/4 a distance of 1264.28 feet to the northerly right-of-way line of Minnesota Trunk Highway No. 50; thence South 88 degrees 47 minutes 53 seconds West, along said highway right-of-way line a distance of 625.20 feet; thence North 00 degrees 17 minutes 49 seconds West, parallel with the east line of said NE 1/4 of the NW 1/4 a distance of 200.15 feet; thence South 89 degrees 05 minutes 27 seconds West a distance of 374.36 feet to the point of beginning; thence North 65 degrees 11 minutes 20 seconds West a distance of 80.00 feet; thence North 38 degrees 40 minutes 44 seconds West a distance of 68.00 feet to a point on the easterly extension of the north line of the property described on Warranty Deed dated September 27, 1983, and recorded in the Dakota County Recorder's Office as Document No. 643428; thence North 89 degrees 17 minutes 08 seconds East along said easterly extension of the north line of the property described on Warranty Deed dated September 27, 1983 and recorded as Document No. 643428 a distance of 114.02 feet to a point on a line that bears North 00 degrees 42 minutes 52 seconds West from the actual point of beginning; thence South 00 degrees 42 minutes 52 seconds East a distance of 88.08 feet to the actual point of beginning, according to the United States Government Survey

thereof and situate in Dakota County, Minnesota

[Platted as Heritage Commons 10th Addition, Dakota County, Minnesota.]

(Abstract Property)

DRAFT

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

TO: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of _____ (Name of Bank)";

b) Be signed by the City Administrator or Finance Director of the City of Lakeville.

c) Be presented for payment at _____ (Address of Bank), on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lakeville Finance Director that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Lakeville Finance Director, Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, MN 55044, and is actually received by the Finance Director at least thirty (30) days prior to the renewal date.

DEMAND(S) FOR PAYMENT MAY ALSO BE MADE BY FACSIMILE TRANSMISSION TO _____ OR SUCH OTHER FAX NUMBER AS (NAME OF ISSUING BANK) MAY IDENTIFY IN A WRITTEN NOTICE TO YOU. TO THE EXTENT PRESENTATION IS MADE BY FACSIMILE TRANSMISSION YOU MUST PROVIDE TELEPHONE NOTIFICATION THEREOF TO (NAME OF ISSUING BANK) AT TELEPHONE NUMBER: _____ PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FACSIMILE TRANSMISSION. HOWEVER, THE ABSENCE OF SUCH TELEPHONE CONFIRMATION AS DESCRIBED ABOVE DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH DRAWING, IF SUCH DRAWING IS OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE LETTER OF CREDIT. IF DEMAND FOR PAYMENT IS MADE BY FAX, PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

OR

DEMAND(S) FOR PAYMENT TO BE MADE VIA EMAIL TO _____. PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

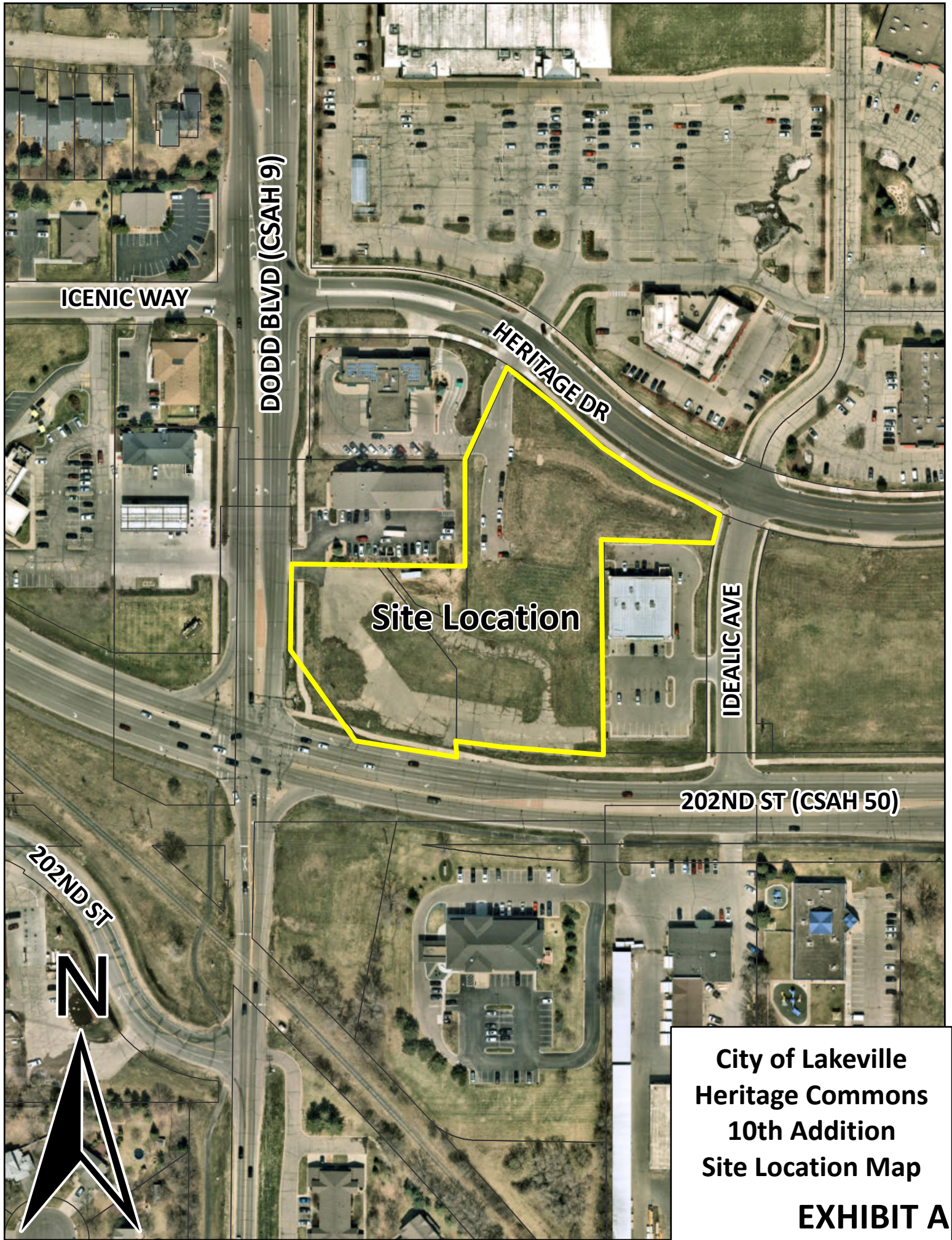
We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

[NAME OF BANK]

BY: _____

Its _____

DRAFT



**City of Lakeville
Heritage Commons
10th Addition
Site Location Map**

EXHIBIT A

HERITAGE COMMONS 10TH ADDITION

COUNTY OF DAKOTA
CITY OF LAKEVILLE
SEC. 29, T. 14, R. 20

KNOW ALL PERSONS BY THESE PRESENTS: That HVP V EPIC Heritage, LLC, a Delaware limited liability company, owner of the following described property:

Outlot A, HERITAGE COMMONS 6TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

AND

That part of the NE 1/4 of the NW 1/4 of Section 29, Township 14, Range 20, Dakota County, Minnesota, described as follows:
Commencing at the Northeast corner of said NE 1/4 of the NW 1/4 of Section 29; thence South 00 degrees 17 minutes 49 seconds East, assumed bearing along the East line of the said NE 1/4 of the NW 1/4 a distance of 1264.28 feet to the Northerly right-of-way line of Minnesota Trunk Highway No. 50; thence South 88 degrees 47 minutes 53 seconds West, along said highway right-of-way line, a distance of 735.70 feet; thence Westerly along the said highway right-of-way line on a tangential curve to the right having a radius of 1839.86 feet, a distance of 277.30 feet to the actual point of beginning; thence continue Westerly along the said highway right-of-way line and along the afore described curve to the right having a radius of 1839.86 feet, a distance of 140.00 feet to the point where said right-of-way line deflects to the Northwest; thence North 38 degrees 40 minutes 44 seconds West along said right-of-way line a distance of 157.66 feet to the point where said right-of-way line deflects to the North; thence North 00 degrees 42 minutes 52 seconds West along said right-of-way line a distance of 120.00 feet; thence North 89 degrees 17 minutes 08 seconds East a distance of 121.99 feet; thence South 38 degrees 40 minutes 44 seconds East a distance of 183.19 feet; thence South 00 degrees 42 minutes 52 seconds East distance of 124.97 feet to the actual point of beginning, Dakota County, Minnesota.

AND

That part of the NE 1/4 of the NW 1/4 of Section 29, Township 114, Range 20, Dakota County, Minnesota, described as follows:
Commencing at the northeast corner of said NE 1/4 of the NW 1/4 of Section 29; thence South 00 degrees 17 minutes 49 seconds East, assumed bearing, along the east line of said NE 1/4 of the NW 1/4 a distance of 1264.28 feet to the northerly right-of-way line of Minnesota Trunk Highway No. 50; thence South 88 degrees 47 minutes 53 seconds West, along said highway right-of-way line a distance of 625.20 feet; thence North 00 degrees 17 minutes 49 seconds West, parallel with the east line of said NE 1/4 of the NW 1/4 a distance of 200.15 feet; thence South 89 degrees 05 minutes 27 seconds West a distance of 374.36 feet to the point of beginning; thence North 65 degrees 11 minutes 20 seconds West a distance of 80.00 feet; thence North 38 degrees 40 minutes 44 seconds West a distance of 68.00 feet to a point on the easterly extension of the north line of the property described on Warranty Deed dated September 27, 1983, and recorded in the Dakota County Recorder's Office as Document No. 643428; thence North 89 degrees 17 minutes 08 seconds East along said easterly extension of the north line of the property described on Warranty Deed dated September 27, 1983 and recorded as Document No. 643428 a distance of 114.02 feet to a point on a line that bears North 00 degrees 42 minutes 52 seconds West from the actual point of beginning; thence South 00 degrees 42 minutes 52 seconds East a distance of 88.08 feet to the actual point of beginning, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

Has caused the same to be surveyed and platted as HERITAGE COMMONS 10TH ADDITION and does hereby dedicate to the public for public use the public way and the drainage and utility easements as created by this plat.

In witness whereof said HVP V EPIC Heritage, LLC, a Delaware limited liability company has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Signed: HVP V EPIC Heritage, LLC

By: _____
Signature Printed Name and Title

State of Minnesota
County of _____

This instrument was acknowledged before me this ____ day of _____, 20____ by _____, _____ of HVP V EPIC Heritage, LLC, a Delaware limited liability company on behalf of the limited liability company.

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota
My commission expires _____

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

Dated this ____ day of _____, 20____.

Kyle J. Roddy, Licensed Land Surveyor
Minnesota License Number 42627

State of Minnesota
County of _____

This instrument was acknowledged before me on _____ by Kyle J. Roddy.

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota
My commission expires _____

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

This plat of HERITAGE COMMONS 10TH ADDITION was approved and accepted by the City Council of the City of Lakeville, Minnesota at a regular meeting thereof held this ____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor By: _____, City Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20____.

Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on this ____ day of _____, 20____, the Board of Commissioners of Dakota County, Minnesota, approved this plat of HERITAGE COMMONS 10TH ADDITION, and said plat is in compliance with the provisions of 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____, Chair, County Board Attest: _____, County Treasurer-Auditor

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

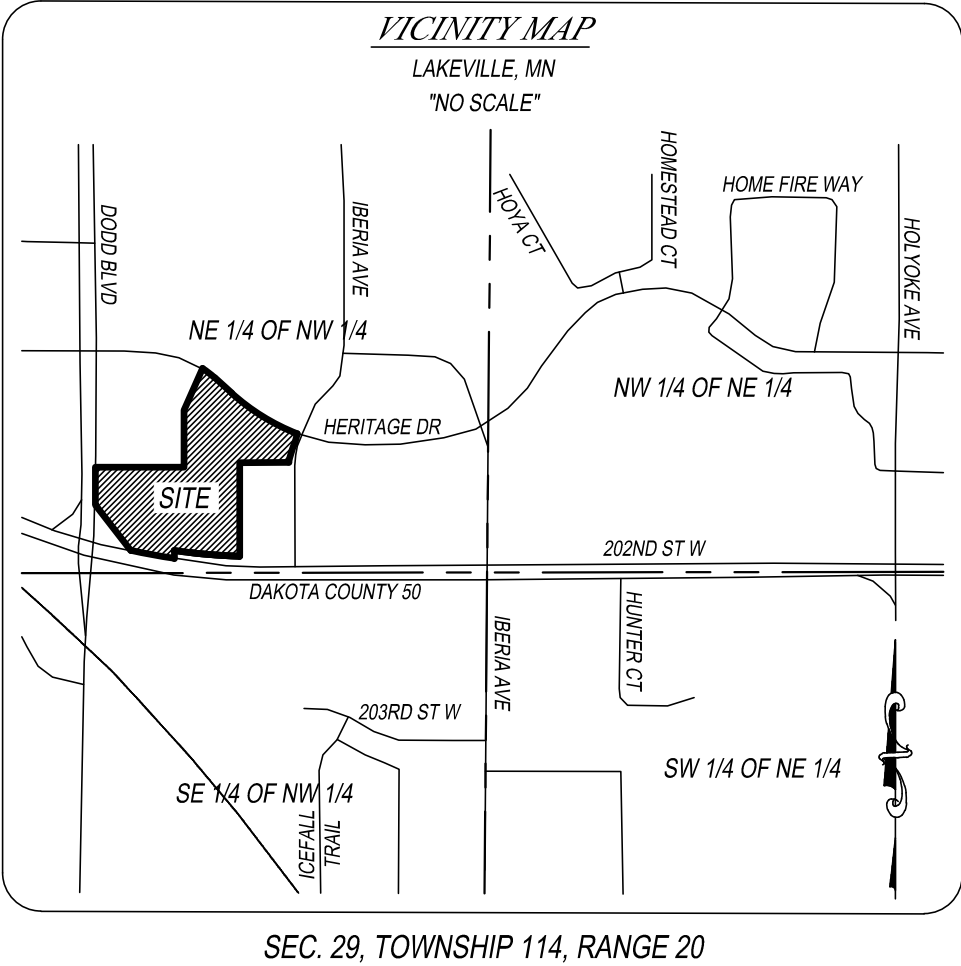
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____.

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

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of HERITAGE COMMONS 10TH ADDITION was filed in the office of the County Recorder for public record this ____ day of _____, 20____, at ____ o'clock __.M. and WAS DULY FILED IN Book _____ of Plats, Pages ____ and ____ as Document Number _____.

Amy A. Koethe, County Recorder



HERITAGE COMMONS 10TH ADDITIONCOUNTY OF DAKOTA
CITY OF LAKEVILLE
SEC. 29, T. 14, R. 20NE CORNER OF THE NW 1/4
SEC. 29, TWP. 14N, RING. 20W**LEGEND**

- DENOTES SET 1/2 INCH IRON PIPE WITH CAP MARKED R.L.S. 42627
- DENOTES FOUND IRON MONUMENT AS NOTED
- ▲ DENOTES FOUND MAGNETIC NAIL
- ⊠ DENOTES FOUND "X" CHISELED IN CONCRETE
- ⊙ DENOTES FOUND DAKOTA COUNTY CAST IRON MONUMENT
- Δ — DENOTES RESTRICTED ACCESS PER THE PLAT OF HERITAGE COMMONS

BEARING NOTE

FOR THE PURPOSES OF THIS PLAT THE SOUTH LINE OF OUTLOT A, HERITAGE COMMONS 6TH ADDITION, IS ASSUMED TO BEAR SOUTH 89 DEGREES 32 MINUTES 57 SECONDS WEST.

DRAINAGE & UTILITY EASEMENTS
ARE SHOWN THUS:
(NOT TO SCALE)

BEING 10 FEET IN WIDTH AND ADJOINING
STREET LINES AND BEING 5 FEET IN WIDTH,
AND ADJOINING SIDE LOT LINES UNLESS NOTED
OTHERWISE SHOWN ON THE PLAT.

PRELIMINARY PLAT OF:
HERITAGE COMMONS 10TH ADDITION

COUNTY OF DAKOTA
CITY OF LAKEVILLE
SEC. 29, T. 114, R. 20

OWNER & SUBDIVIDER

HVP V EPIC Heritage, LLC
515 Congress Avenue
Suite 1925
Austin, Texas 78701

TAX PARCEL INFORMATION:

PID 22320300010 - Outlot A, HERITAGE COMMONS 6TH ADDITION
PID 220290025018 - Pt. of the NE 1/4 of the NW 1/4 of Section 29
Pt. of PID 220290025016 - Pt. of the NE 1/4 of the NW 1/4 of Section 29

LOT AREAS

Lot 1, Block 1: 60,191 s.f. / 1.38 Acres
Outlot A: 94,349 s.f. / 2.17 Acres
Outlot B: 1,212 s.f. / 0.03 Acres
Right of Way: 6,996 s.f. / 0.16 Acres
Total Area: 162,748 s.f. / 3.74 Acres

PROPERTY DESCRIPTION

(PID 22320300010)
Outlot A, HERITAGE COMMONS 6TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

AND

(PID 220290025018)

That part of the NE 1/4 of the NW 1/4 of Section 29, Township 14, Range 20, Dakota County, Minnesota, described as follows:
Commencing at the Northeast corner of said NE 1/4 of the NW 1/4 of Section 29; thence South 00 degrees 17 minutes 49 seconds East, assumed bearing along the East line of the said NE 1/4 of the NW 1/4 a distance of 1264.26 feet to the Northernly right-of-way line of Minnesota Trunk Highway No. 50; thence South 88 degrees 47 minutes 53 seconds West, along said highway right-of-way line, a distance of 735.70 feet; thence West along the said highway right-of-way line on a tangential curve to the right having a radius of 1839.86 feet, a distance of 277.30 feet to the actual point of beginning; thence continue Westerly along the said highway right-of-way line and along the afore-described curve to the right having a radius of 1839.86 feet, a distance of 140.00 feet to the point where said right-of-way line deflects to the Northwest; thence North 38 degrees 40 minutes 44 seconds West along said right-of-way line a distance of 157.66 feet to the point where said right-of-way line deflects to the North; thence North 00 degrees 42 minutes 52 seconds West along said right-of-way line a distance of 120.00 feet; thence North 88 degrees 17 minutes 08 seconds East a distance of 121.99 feet; thence South 38 degrees 40 minutes 44 seconds East a distance of 183.19 feet; thence South 00 degrees 42 minutes 52 seconds East distance of 124.97 feet to the actual point of beginning, Dakota County, Minnesota.

AND

(Pt of PID 220290025016)

That part of the NE 1/4 of the NW 1/4 of Section 29, Township 14, Range 20, Dakota County, Minnesota, described as follows:
Commencing at the northeast corner of said NE 1/4 of the NW 1/4 of Section 29; thence South 00 degrees 17 minutes 49 seconds East, assumed bearing, along the east line of said NE 1/4 of the NW 1/4 a distance of 1264.26 feet to the northernly right-of-way line of Minnesota Trunk Highway No. 50; thence South 88 degrees 47 minutes 53 seconds West, along said highway right-of-way line a distance of 625.20 feet; thence North 00 degrees 17 minutes 49 seconds West, parallel with the east line of said NE 1/4 of the NW 1/4 a distance of 200.15 feet; thence South 89 degrees 05 minutes 27 seconds West a distance of 374.36 feet to the point of beginning; thence North 05 degrees 11 minutes 20 seconds West a distance of 80.00 feet; thence North 38 degrees 40 minutes 44 seconds West a distance of 68.00 feet to a point on the easterly extension of the north line of the property described on Warranty Deed dated September 27, 1983, and recorded in the Dakota County Recorder's Office as Document No. 643428; thence North 89 degrees 17 minutes 08 seconds East along said easterly extension of the north line of the property described on Warranty Deed dated September 27, 1983 and recorded as Document No. 643428 a distance of 114.02 feet to a point on a line that bears North 00 degrees 42 minutes 52 seconds West from the actual point of beginning; thence South 00 degrees 42 minutes 52 seconds East a distance of 88.08 feet to the actual point of beginning, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

FLOOD ZONE

This parcel is shown on Flood Insurance Rate Map 27037C0192E as being within flood zone 'X', which is defined as an area determined to be outside the 0.2% (500yr) annual chance floodplain.

ZONING DISTRICT

The subject property is located in a PUD Planned Unit Development district.

SETBACK REQUIREMENTS

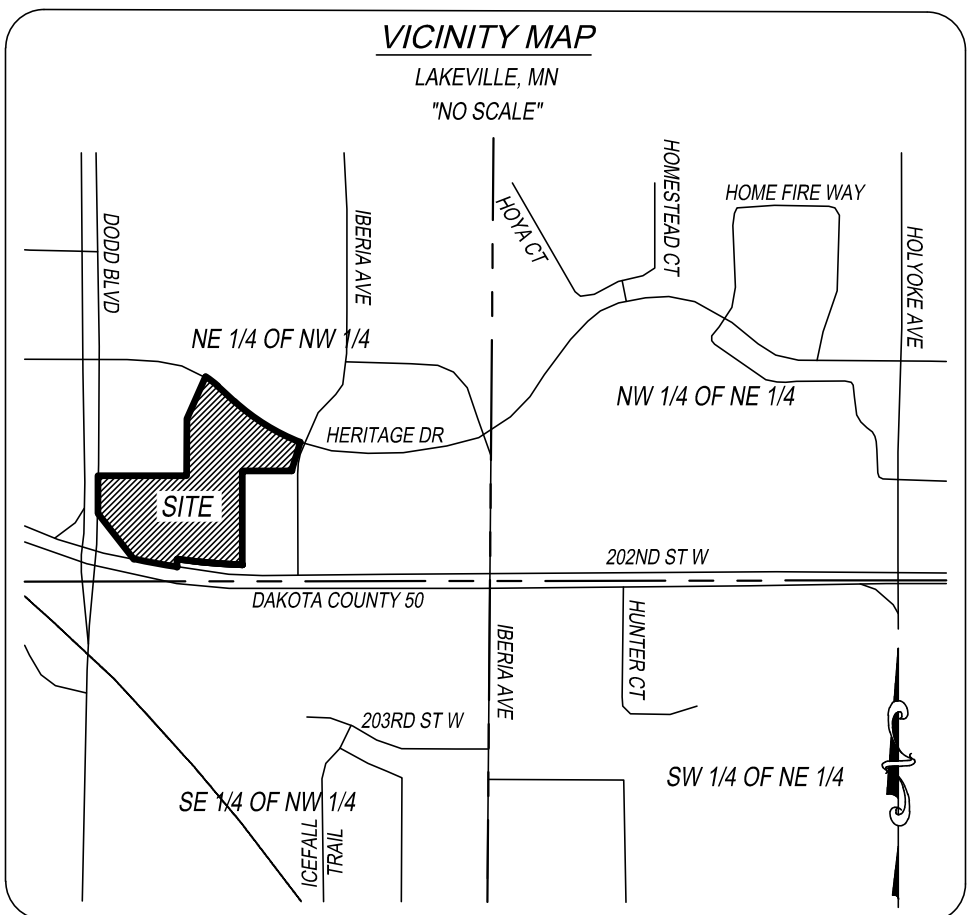
(Verify with the City of Lakeville)

Front / Abutting Public Street:	30 Feet
Side / Interior Lot Lines:	10 Feet
Parking:	15 Feet From Public Right of Way
	5 Feet Interior
Sign Setback:	15 Feet From Any Property Line

DRAINAGE & UTILITY EASEMENTS

ARE SHOWN THUS:
(NOT TO SCALE)

BEING 10 FEET IN WIDTH AND ADJOINING
STREET LINES AND BEING 5 FEET IN WIDTH,
AND ADJOINING SIDE LOT LINES UNLESS NOTED
OTHERWISE SHOWN ON THE PLAT.



SEC. 29, TOWNSHIP 114, RANGE 20

LEGEND	
	DENOTES FOUND IRON PIPE
	DENOTES FOUND MAGNETIC NAIL
	DENOTES FOUND REBAR
	DENOTES SET IRON PIPE
	DENOTES EXISTING ROAD SIGN
	DENOTES EXISTING STOP SIGN
	DENOTES EXISTING STORM MANHOLE
	DENOTES EXISTING CATCH BASIN
	DENOTES EXISTING SANITARY MANHOLE
	DENOTES EXISTING HYDRANT
	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING TELEPHONE/FIBER PEDESTAL
	DENOTES EXISTING GAS MANHOLE
	DENOTES EXISTING LIGHT POLE
	DENOTES EXISTING POWER POLE
	DENOTES EXISTING ELECTRIC METER
	DENOTES EXISTING ELECTRIC VAULT
	DENOTES EXISTING PIPELINE MARKER
	DENOTES EXISTING SANITARY SEWER
	DENOTES EXISTING WATERMAIN
	DENOTES EXISTING STORM SEWER
	DENOTES EXISTING UNDERGROUND ELECTRIC LINE
	DENOTES EXISTING UNDERGROUND GAS LINE
	DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
	DENOTES EXISTING UNDERGROUND TELEPHONE LINE
	DENOTES AREA OF BITUMINOUS
	DENOTES AREA OF CONCRETE

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 Land Surveyor under the laws of the State of Minnesota.

Kyle J. Roddy, MN PLS 42627

Signature:

Date: 05/14/2025





Memorandum

To: Tina Goodroad, AICP, Community Development Director
From: Heather Botten, Senior Planner
Date: November 24, 2025
Subject: Heritage Commons 10th Addition – Final Plat

BACKGROUND

Representatives of HVP V Epic Heritage, LLC have submitted an application for a final plat to be known as Heritage Commons 10th Addition. The preliminary plat was approved by the City Council on July 7, 2025. The property is 3.74 acres in size and located north of 202nd Street (CSAH 50), east of Dodd Boulevard and south of Heritage Drive. The final plat includes a three outlot subdivision along with the right-of-way dedication for CSAH 50 and Dodd Blvd. One outlot (Outlot B) is planned to be deeded to Lake Marion Collision and the other two outlots are planned for future commercial development.

Future development of the outlots will require platting of the parcels into a lot and block. The final plat plans for Heritage Commons 10th Addition have been reviewed by the Community Development Department and the Engineering Division.

EXHIBITS:

- A. Location Map
- B. Final Pat
- C. Preliminary Plat

FINAL PLAT

Existing Site Conditions. The Heritage Commons PUD commercial development plan has progressed over several phases since the initial development phase was approved in 1999. The proposed preliminary plat is the tenth addition of the Planned Unit Development. The site was

previously utilized as a gas station that was demolished around 2005. There are no existing wetlands or trees located on the property.

Zoning and Surrounding Uses. The property is zoned PUD, Planned Unit Development. The proposed plat is surrounded by the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Heritage Drive and Lake Marion Collision	Commercial	C-3, General Commercial
South	202 nd Street (CSAH 50) and commercial businesses	Commercial	C-3, General Commercial
East	O'Reilly Auto	Commercial	PUD, Planned Unit Development
West	Dodd Blvd (CSAH 9) and Kwik Trip	Commercial	C-3, General Commercial

Zoning and Comprehensive Plan consistency. The Heritage Commons 10th Addition property is located in Planning District No. 4, Central Lakeville, and is guided for commercial uses in the 2040 Comprehensive Land Use Plan. The property is in the current Metropolitan Urban Service Area (MUSA) which means that City municipal services are available to serve the property. The Heritage Commons 10th Addition property is zoned PUD, Planned Unit Development District with an underlying C-3, General Commercial District zoning. The proposed final plat meets the recommended goals and objectives of the zoning code and comprehensive plan.

Consistency with the Capital Improvement Plan (CIP). No public street construction or other public funded infrastructure construction is proposed with the Heritage Commons 10th Addition final plat. All streets, sanitary sewer, water and storm sewer improvements required for the area were installed by the developer with the Heritage Commons development in 2001.

Lot/Block/Outlot. The Heritage Commons 10th Addition plat proposes two future buildable outlots. The minimum lot size and area shall follow the underlying C-3 District minimum lot requirements:

	Lot Area	Lot Width
Minimum Required	20,000 SF	100 feet
Proposed Outlot A	94,349 SF (2.17 ac)	350+ feet
Proposed Outlot C	60,191 (1.38 ac)	120+ feet

The third outlot, Outlot B, will be combined with the Lake Marion Collision property by administrative subdivision.

Streets. No new streets are proposed with the Heritage Commons 10th Addition plat. The property is adjacent to Dodd Blvd (CSAH 9), Heritage Drive, and 202nd St (CSAH 50). The developer is dedicating the necessary right-of-way as required by Dakota County. Access to the lot will be by shared access from Heritage Drive which is classified as minor collector road in the Comprehensive Transportation Plan.

Park Dedication. The Park Dedication requirement has not been satisfied on the parent parcels and will be collected with the development of Outlots A and C.

Dakota County Plat Commission. The Dakota County Plat Commission reviewed the preliminary plat at their April 23, 2025 meeting and recommend approval of the preliminary and final plat to the Dakota County Board.

RECOMMENDATION

Community Development staff have determined that the final plat of Heritage Commons 10th Addition is consistent with the approved preliminary plat and complies with Subdivision and Zoning Ordinance requirements. Staff recommends approval of the final plat subject to the following stipulations:

1. The Heritage Commons 10th Addition final plat is approved subject to the development contract, security requirements and the recommendations and requirements listed in the Engineering Division memorandum dated November 24, 2025.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars, development contract, and all documents pursuant to the approved development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.
4. Outlot B shall be combined by administrative subdivision with the property to the north located at 20120 Dodd Blvd.



Memorandum

To: Heather Botten, Senior Planner
From: Alanna Sobottka, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Copy: Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Zach Johnson, City Engineer
David Mathews, Building Official
Date: November 24, 2025
Subject: Heritage Commons 10th Addition

- Final Plat
- Final Grading and Erosion Control Plan
- Final Parking Lot Expansion Plan

BACKGROUND

HVP V Epic Heritage, LLC has submitted a final plat named Heritage Commons 10th Addition. The parent parcels (PID Nos. 223203000010, 220290025018, and part of 220290025016) consist of a metes and bounds parcel, Outlot A, Heritage Commons 6th Addition, and a section of a secondary metes and bounds parcel. It is zoned PUD, Planned Unit Development. The proposed development is located east of and adjacent to Dodd Boulevard, north of and adjacent to 202nd Street (CSAH 50), and south of and adjacent to Heritage Drive.

The final plat consists of three (3) outlots within one (1) block on 3.74 acres.

The outlots created with the final plat shall have the following use:

- Outlot A: Future Development; retained by Developer (2.17 acres)
- Outlot B: Driveway and Open Space, to be deeded to Lake Marion Collision (0.03 acres)
- Outlot C: Future Development; retained by Developer (1.54 acres)

The proposed development will be completed by:

Developer: HVP V Epic Heritage, LLC
Engineer: LHB

SITE CONDITIONS

The site was previously utilized as a gas station that has since been demolished. Two existing shared access driveways are located on the west and northeast sides of the parcel. There are no existing wetlands or trees located in or near the parcel. The site is located within the South Creek Stormwater District with the site generally draining southwest to northeast.

STREET AND SUBDIVISION LAYOUT

Dodd Boulevard (CSAH 9)

Heritage Commons 10th is located east of and adjacent to Dodd Boulevard (CSAH 9), a Dakota County highway classified as a minor arterial. The 2022 Dakota County Plat Needs Map (rev. 10-27-22) identifies a half right-of-way need of 75 feet. The Developer is dedicating the necessary right-of-way as shown within the preliminary plat. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission on April 23, 2025. The Developer is responsible for any requirements stipulated by Dakota County.

202nd Street (CSAH 50)

Heritage Commons 10th Addition is located north of and adjacent to 202nd Street (CSAH 50), a minor arterial County roadway as identified in the City's Transportation Plan. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission at its April 23, 2025 meeting. The developer is dedicating the necessary right-of-way as shown within the preliminary plat. The Developer is responsible for any requirements stipulated by Dakota County.

Heritage Drive

Heritage Commons 10th Addition is located south of and adjacent to Heritage Drive, a minor collector roadway as identified in the City's Transportation Plan. The right-of-way for Heritage Drive was dedicated with the Heritage Commons final plat; no additional right-of-way is required with the final plat. No construction improvements are proposed with Heritage Commons 10th Addition final plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction shall be determined with the final construction plans.

PARKS, TRAILS AND SIDEWALKS

The Park Dedication requirement has not been satisfied on the parent parcels and will be collected with subsequent phases of the Heritage Commons preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

Development of Heritage Commons 10th Addition does not include the construction of public trails or sidewalks. Existing sidewalks are located along Dodd Boulevard and 202nd Street adjacent to the plat.

UTILITIES

SANITARY SEWER

Heritage Commons 10th Addition is located within subdistrict ML-70050 of the Lake Marion sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES Farmington Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility. No sanitary sewer construction is proposed with Heritage Commons 10th Addition.

The Sanitary Sewer Availability Charge will be collected with subsequent phases of the Heritage Commons preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

WATERMAIN

An existing 8-inch watermain stub extends into the parcel from Heritage Drive on the northeast portion of the parcel. Development of Heritage Commons 10th Addition includes the extension of 6-inch watermain to provide service to the development. No watermain construction is proposed with Heritage Commons 10th Addition.

DRAINAGE AND GRADING

Heritage Commons 10th Addition is located within subdistricts SC-094 and SC-169 of the South Creek Drainage District, as identified in the City's Water Resources Management Plan.

Heritage Commons 10th Addition contains less than one acre of site disturbance, however is identified as part of a common plan of development of greater than one acre. 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.

A grading permit for lots within Heritage Commons 10th Addition will not be approved until a suitable soil report for the site outlining any potential contamination is submitted to the City for review.

STORM SEWER

No storm sewer construction is proposed with Heritage Commons 10th Addition.

The Trunk Storm Sewer Area Charge has not been collected on the parent parcel and will be collected with subsequent phases of the Heritage Commons preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

FEMA FLOODPLAIN ANALYSIS

Heritage Commons 10th Addition is shown on the Flood Insurance Rate Map (Map Nos. 27037C0192E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no wetlands on the site.

TREE PRESERVATION

There are no trees within the parent parcel.

EROSION CONTROL

The plans include a detailed erosion and sediment control plan. The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. The permit requires that all erosion and sediment best management practices (BMPs) be clearly outlined in a site's SWPPP. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. Changes made throughout construction must be documented in the SWPPP. An on-site preconstruction meeting shall be held with the City prior to work commencing on the site. No grading can take place until the City has reviewed and approved the SWPPP for the site.

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat, calculated as follows:

\$8,531	x 2%	= \$170.62
Grading Cost Heritage Commons 10 th Addition	2025 Rate	MS4 Administration Fee Heritage Commons 10 th Addition

SECURITIES

CONSTRUCTION COSTS	
Grading, Erosion Control, and Restoration	5,000.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 5,000.00
OTHER COSTS	
Developer's Design (3.0%)	\$ 150.00
Developer's Construction Survey (2.5%)	125.00
City's Legal Expense (0.5%)	25.00
Developer's Record Drawing (0.5%)	25.00
Lot Corners/Iron Monuments	300.00
SUBTOTAL - OTHER COSTS	\$625.00
TOTAL PROJECT SECURITY	\$5,625.00

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$300.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

A cash fee for the preparation of addressing, property data, and City base map updating shall be paid with the final plat and is calculated as follows:

3 lots	x \$90.00/unit	= \$270.00
Lots/Outlots Heritage Commons 10 th Addition	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee Heritage Commons 10 th Addition

The Developer shall submit the final plat and construction drawings in an electronic format. The electronic format shall be in .pdf and either .dwg (AutoCAD) or .dxf format.

CASH REQUIREMENTS

MS4 Administration Fee	170.62
Property Data and Asset/Infrastructure Management Fee	270.00
TOTAL CASH REQUIREMENTS	\$ 440.62

RECOMMENDATION

Engineering recommends approval of the Heritage Commons 10th Addition final plat, final grading and erosion control plan, final parking lot expansion plan.



Date: 1/5/2026

Release of Development Contract and Conditional Use Permit for Lord of Life Townhomes

Proposed Action

Staff recommends adoption of the following motion: Move to approve the release of the Development Contract and Conditional Use Permit for Lord of Life Lutheran Church Addition in relation to the property within the plat of Lord of Life Townhomes

Overview

The City has been requested to release and discharge the property in Lots 1 through 25, Block 1, Lord of Life Townhomes from the Development Contract and Conditional Use Permit (CUP) approved for the Lord of Life Church Addition. The City approved a conditional use permit on June 6, 2006, and the City and Lord of Life Church of Farmington, a Minnesota nonprofit corporation, entered into a Development Contract dated June 19, 2006. City staff has confirmed all requirements of the 2006 development contract have been met relating to the property and there is no longer a need to have the contract and CUP recorded against the Lord of Life Townhome property.

Supporting Information

1. Release of Development Contract and CUP

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

(reserved for recording information)

RELEASE OF DEVELOPMENT CONTRACT

RELEASE OF DEVELOPMENT CONTRACT granted this _____ day of _____, 2026, by the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”).

WHEREAS, the City and Lord of Life Lutheran Church of Farmington, a Minnesota nonprofit corporation, entered into a Development Contract dated June 19, 2006 and recorded November 2, 2006, with the Office of the County Recorder, Dakota County, Minnesota as Document No. **2472802**; and

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

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

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

The Property is released and discharged from the Contract.

ADOPTED this _____ day of _____, 2026.

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

CITY OF LAKEVILLE

(Seal)

By _____
Luke M. Hellier, Mayor

By Ann Orlofsky, City Clerk

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by **Luke M. Hellier** and **Ann Orlofsky**, respectively the Mayor and the City Clerk of the **City of Lakeville**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

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

EXHIBIT A

Lots 1 through 25, Block 1, Lord of Life Townhomes, Dakota County, Minnesota, according to the recorded plat thereof.

**RELEASE OF
CONDITIONAL USE PERMIT**

This **RELEASE OF CONDITIONAL USE PERMIT** is granted this ____ day of _____, 2026, by the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City").

WHEREAS, on June 6, 2006, the City, at the request of Lord of Life Lutheran Church of Farmington., a Minnesota nonprofit corporation, approved a **Conditional Use Permit** ("CUP"), filed November 2, 2006, in the Office of the County Recorder, Dakota County, Minnesota, as Document No. **2472803**; and

WHEREAS, the City has been requested by the owner of the property legally described on Exhibit "A" attached hereto and made a part hereof ("Property"), which Property is subject to the CUP, to release and discharge the Property from the CUP; and

WHEREAS, there is no longer a need to have the CUP recorded against the Property.

NOW, THEREFORE, BE IT RESOLVED by the City of Lakeville, Minnesota that the CUP is released and discharged.

ADOPTED this ____ day of _____, 2026.

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

CITY OF LAKEVILLE

By _____
Luke M. Hellier, Mayor

(Seal)

By _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by **Luke M. Hellier** and **Ann Orlofsky**, respectively the Mayor and the City Clerk of the **City of Lakeville**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

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

EXHIBIT “A”
Legal Description

Lots 1 through 25, Block 1, Lord of Life Townhomes, Dakota County, Minnesota,
according to the recorded plat thereof.



Date: 1/5/2026

Veridian Credit Union Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow a drive-through service window accessory to an allowed use and adopt the findings of fact.

Overview

Veridian Credit Union has submitted an application for a conditional use permit to allow a drive-through service window accessory to an allowed use in the Marketplace At Cedar development. The building will be located on Lot 1 of the Marketplace At Cedar final plat, which was recently approved by the City Council. A stipulation of the CUP was that that final plat must be recorded; that occurred on December 23, so the stipulation has been satisfied.

The Planning Commission held a public hearing on the CUP application at its December 18, 2025 meeting and unanimously recommended approval. There was no public comment. The Developer has submitted a revised landscape plan, which satisfies stipulation number 5 of the December 10, 2025 Planning report.

Supporting Information

1. Conditional Use Permit + Findings of Fact
2. Revised landscape plan
3. December 18, 2025 Planning Commission draft meeting minutes
4. Planning Report + exhibits

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Kris Jenson, Planning Manager

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

CONDITIONAL USE PERMIT NO. 26-__

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit for Veridian Credit Union to allow a drive-through service window accessory to an allowed use on property zoned M-2, Mixed Use Cedar Corridor District, located at the east of Cedar Avenue (CSAH 23) and south of 179th Street (CSAH 9).
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 1, Block 1, Marketplace At Cedar

3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. The site shall be developed in accordance with the plans approved by the City Council.
 - b. Signs shall comply with Zoning Ordinance requirements and receive sign permit approval prior to installation.
 - c. A security for landscaping must be submitted with the building permit and an as-built plan of the landscaping submitted prior to inspection.
4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.

5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

DATED: January 5, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 5th day of **January 2026** by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

DRAFTED BY:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**CONDITIONAL USE PERMIT
VERIDIAN CREDIT UNION
FINDINGS OF FACT AND DECISION**

On December 18, 2025, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Veridian Credit Union for a conditional use permit to allow a drive through service window accessory to an allowed use (credit union) within the M-2, Mixed Use Cedar Corridor District, south of 179th Street (CSAH 9) and east of Cedar Avenue (CSAH 23). The Planning Commission conducted a public hearing on the conditional use permit application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

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

Lot 1, Block 1, Marketplace At Cedar

4. Chapter 4 of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed drive-through service window for an allowed use is consistent with the guided mixed use of the property.

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

Finding: The proposed *drive-through service window for an allowed use* 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: Provided compliance with the stipulations of the conditional use permit, the proposed drive-through service window for an allowed use will conform to all performance standards contained in the Zoning Ordinance and the City Code.

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

Finding: The proposed drive-through service window for an allowed use can be accommodated with existing public services and will not overburden the City's service capacity.

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

Finding: The streets serving the subject property are adequate to accommodate traffic from the proposed drive-through service window for an allowed use.

5. The report dated December 10, 2025 and prepared by Kris Jenson, Planning Manager and Heather Botten, Senior Planner is incorporated herein.

DECISION

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

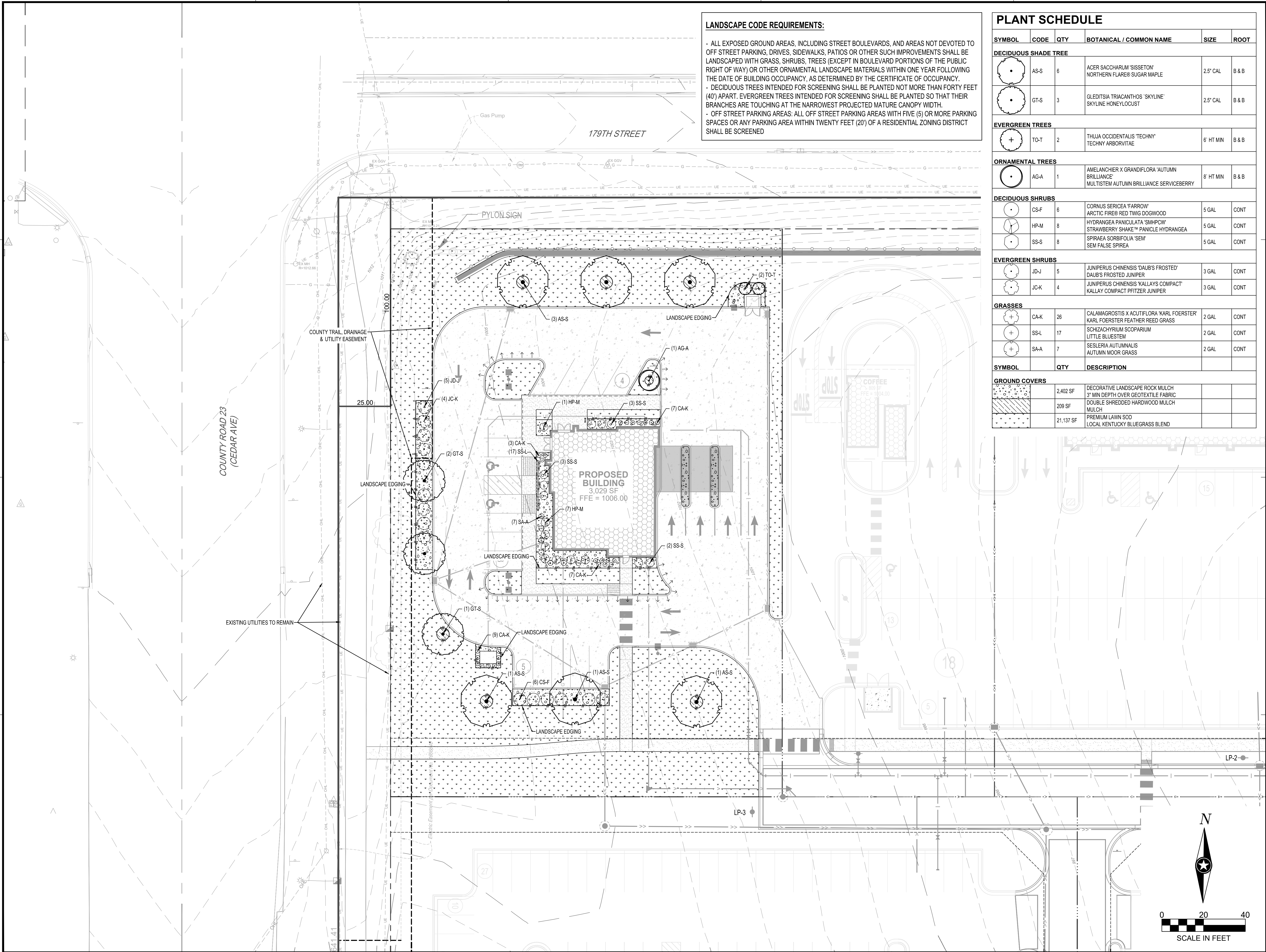
DATED: January 5, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk



LANDSCAPE CODE REQUIREMENTS:

- ALL EXPOSED GROUND AREAS, INCLUDING STREET BOULEVARDS, AND AREAS NOT DEVOTED TO OFF STREET PARKING, DRIVES, SIDEWALKS, PATIOS OR OTHER SUCH IMPROVEMENTS SHALL BE LANDSCAPED WITH GRASS, SHRUBS, TREES (EXCEPT IN BOULEVARD PORTIONS OF THE PUBLIC RIGHT OF WAY) OR OTHER ORNAMENTAL LANDSCAPE MATERIALS WITHIN ONE YEAR FOLLOWING THE DATE OF BUILDING OCCUPANCY, AS DETERMINED BY THE CERTIFICATE OF OCCUPANCY.
- DECIDUOUS TREES INTENDED FOR SCREENING SHALL BE PLANTED NOT MORE THAN FORTY FEET (40') APART. EVERGREEN TREES INTENDED FOR SCREENING SHALL BE PLANTED SO THAT THEIR BRANCHES ARE TOUCHING AT THE NARROWEST PROJECTED MATURE CANOPY WIDTH.
- OFF STREET PARKING AREAS: ALL OFF STREET PARKING AREAS WITH FIVE (5) OR MORE PARKING SPACES OR ANY PARKING AREA WITHIN TWENTY FEET (20') OF A RESIDENTIAL ZONING DISTRICT SHALL BE SCREENED

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
DECIDUOUS SHADE TREE					
	AS-S	6	ACER SACCHARUM 'SISSETON' NORTHERN FLARE® SUGAR MAPLE	2.5" CAL	B & B
	GT-S	3	GLEDTISIA TRIACANTHOS 'SKYLINE' SKYLINE HONEYLOCUST	2.5" CAL	B & B
EVERGREEN TREES					
	TO-T	2	THUJA OCCIDENTALIS 'TECHNY' TECHNY ARBORVITAE	6' HT MIN	B & B
ORNAMENTAL TREES					
	AG-A	1	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' MULTISTEM AUTUMN BRILLIANCE SERVICEBERRY	8' HT MIN	B & B
DECIDUOUS SHRUBS					
	CS-F	6	CORNUS SERICEA 'FARROW' ARCTIC FIRE® RED TWIG DOGWOOD	5 GAL	CONT
	HP-M	8	HYDRANGEA PANICULATA 'SMHPCW' STRAWBERRY SHAKE™ PANICLE HYDRANGEA	5 GAL	CONT
	SS-S	8	SPIRAEA SORBIFOLIA 'SEM' SEM FALSE SPIREA	5 GAL	CONT
EVERGREEN SHRUBS					
	JD-J	5	JUNIPERUS CHINENSIS 'DAUB'S FROSTED' DAUB'S FROSTED JUNIPER	3 GAL	CONT
	JC-K	4	JUNIPERUS CHINENSIS 'KALLAYS COMPACT' KALLAY COMPACT PFITZER JUNIPER	3 GAL	CONT
GRASSES					
	CA-K	26	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' KARL FOERSTER FEATHER REED GRASS	2 GAL	CONT
	SS-L	17	SCHIZACHYRIUM SCOPARIUM LITTLE BLUESTEM	2 GAL	CONT
	SA-A	7	SESLERIA AUTUMNALIS AUTUMN MOOR GRASS	2 GAL	CONT
SYMBOL	QTY		DESCRIPTION		
GROUND COVERS					
	2,402 SF		DECORATIVE LANDSCAPE ROCK MULCH 3" MIN DEPTH OVER GEOTEXTILE FABRIC		
	209 SF		DOUBLE SHREDDED HARDWOOD MULCH MULCH		
	21,137 SF		PREMIUM LAWN SOD LOCAL KENTUCKY BLUEGRASS BLEND		

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.

DATE: _____ LIC. NO. _____

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT

VERIDIAN CREDIT UNION

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
10/10/25	CITY SUBMITTAL #1	MJE
11/18/25	CITY SUBMITTAL #2	MJE
12/17/25	CITY SUBMITTAL #3	MJE

PROJECT NO.	25-32406
FILE NAME	32406 C5-LAND
DRAWN BY	JS, SAK
DESIGNED BY	JS
REVIEWED BY	MJE
ORIGINAL ISSUE DATE	-/-/-
CLIENT PROJECT NO.	-

TITLE

SITE RESTORATION AND PLANTING PLAN

SHEET

C5-10

5f. Veridian Credit Union

Chair Zimmer opened the public hearing to consider the application of ISG on behalf of Veridian Credit Union for a conditional use permit for a drive-through service window accessory to an allowed use in the M-2, Mixed Use Cedar Corridor District, in Marketplace at Cedar.

Jamie Foust with ISG introduced the project.

Ms. Jenson presented the staff report. Veridian Credit Union has applied for a conditional use permit to allow a drive-through service window accessory to an allowed use (credit union) in the M-2, Mixed Use Cedar Corridor District. The credit union is proposed on Lot 1, Block 1, Marketplace At Cedar, which is east of Cedar Avenue (CSAH 23) and south of 179th Street (CSAH 9). The City Council recently approved the Marketplace at Cedar final plat.

The onsite parking does not interfere with the traffic circulation patterns. The stacking areas to enter the drive-through windows are separated from the site circulation for vehicles that are entering or existing the site. The stacking lane is on the east side of the building and is separated from pedestrian access, parking, and green areas on the property are located on the north, west, and south side of the building. Access to this site is provided by a private drive, thus no part of a public street or boulevard will be used for the stacking of automobiles.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Tinsley to close the public hearing at 6:44 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Chair Zimmer expressed appreciation for the hidden location for the trash enclosure.
- Commissioner Swenson stated he appreciates the variety of ornamental grass.
- Chair Zimmer asked the applicant to acknowledge that they've had a chance to review the additional requirement for the reforestation and tree overlay. Mr. Foust stated the changes were addressed and resubmitted.
- Commissioner Traffas asked about Marketplace at Cedar and whether Glanshaw Avenue will bisect it and if it will have access to 179th Street or will it simply service the businesses at Marketplace at Cedar. Ms. Jenson stated Glanshaw Avenue is currently located south of 181st Street, and a segment will continue north to a certain point where it takes a 90-degree turn to connect with Glacier Way. There will be two accesses aside from Glanshaw Avenue into the Marketplace At Cedar development. One access is a right in, right out from Cedar Avenue onto a private road that will provide access to the commercial area and Glanshaw Avenue. There will also be a right in, right out access on the north side from 179th Street that will come directly into the development. In 2027 there will be a traffic signal added to Glacier Way and 179th Street to facilitate traffic moving in and out of that area.

Motion was made by Einck, seconded by Swaney to recommend to City Council approval of the conditional use permit to allow a drive-through service window accessory to an allowed use in the M-2, Mixed Use Cedar Corridor District and the findings of fact, subject to the following stipulations:

1. The site shall be developed in accordance with the plans approved by the City Council.
2. The recording of the Marketplace at Cedar final plat.
3. Signs shall comply with Zoning Ordinance requirements and receive sign permit approval prior to installation.
4. A security for landscaping must be submitted with the building permit and an as-built plan of the landscaping submitted prior to inspection.

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

Nays: 0

There being no further business, the meeting was adjourned at 6:49 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Heather Botten, Senior Planner
Date: December 10, 2025
Subject: Packet Material for the December 18, 2025 Planning Commission Meeting
Agenda Item: Veridian Credit Union Conditional Use Permit
Application Action Deadline: January 17, 2026

INTRODUCTION

Andrea Rand, ISG, on behalf of Veridian Credit Union, has submitted an application for a conditional use permit to allow a drive-through service window accessory to an allowed use (credit union) in the M-2, Mixed Use Cedar Corridor District. The credit union is proposed on Lot 1, Block 1, Marketplace at Cedar, which is east of Cedar Avenue (CSAH 23) and south of 179th Street (CSAH 9). The City Council recently approved the Marketplace at Cedar final plat.

The site development plans have been reviewed by the Community Development and Engineering Division staff. Given that there are no public street, stormwater, or utility improvements proposed to be done by the applicant, the Engineering Division has not prepared a staff memo for the proposed development.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Site Plan
- D. Grading Plan
- E. Site Restoration and Planting Plan
- F. Building Elevations

PLANNING ANALYSIS

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

Direction	Existing Use	Land Use Plan	Zoning
North	179 th Street (CSAH 9), McDonalds (Crossroads)	C, Commercial	PUD
South	Vacant Commercial Parcel	CMU, Corridor Mixed Use	M-2, Mixed Use CCD
East	Vacant Commercial Parcel	CMU, Corridor Mixed Use	M-2, Mixed Use CCD
West	Cedar Avenue (CSAH 23), Central Maintenance Facility	Public and Quasi-Public	P/OS, Public and Open Space

Setbacks. The M-2 District requires a 30-foot structure setback when abutting a major collector or arterial street, with 10-foot setbacks to all other property lines. Parking stalls must be setback 15 feet from public rights-of-way and five feet from all other property lines. The proposed building and parking area complies with the required setbacks of the M-2 District.

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

CONDITIONAL USE PERMIT

Section 11-66-7.F of the Zoning Ordinance allows drive-through service windows accessory to an allowed use, other than convenience food in the M-2, Mixed Use District subject to meeting the following four criteria:

1. Drive Through Lane: A segregated automobile stacking lane sufficient for the traffic generated by the use shall be provided for the service window.

The onsite parking does not interfere with the traffic circulation patterns. The stacking areas to enter the drive-through windows are separated from the site circulation for vehicles that are entering or existing the site.

2. Traffic Control: The stacking lane and its access shall be designed to control traffic in a manner to protect the pedestrians, buildings and green area on the site.

The stacking lane is on the east side of the building and is separated from pedestrian access, parking, and green areas on the property are located on the north, west, and south side of the building.

3. Use Of Street: No part of the public street or boulevard shall be used for stacking of automobiles.

Access to this site is provided by a private drive, thus no part of a public street or boulevard will be used for the stacking of automobiles.

4. The drive through service window and drive through lane shall be screened from view of adjacent properties and public rights-of-way in accordance with section 11-21-9 of this title.

Provided compliance with required landscaping revisions noted below, the site will provide screening from the right-of-way.

GENERAL PERFORMANCE STANDARDS

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

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

Access to the overall site is provided by Glanshaw Avenue, a local commercial street, which connects with Glacier Way to the east and 181st Street to the south. In 2027, a traffic signal will be added at the intersection of Glacier Way and 179th Street (CSAH 9), which will improve access to the Marketplace At Cedar site. There is also a private road that will allow right-in/right-out access to northbound Cedar Avenue (CSAH 23). The credit union site is served by a private roadway which provides access to most of the Marketplace At Cedar parcels. These public streets and private roads are and will be of sufficient capacity to serve the site.

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

Access to the overall development was discussed in depth with Marketplace At Cedar developer and Dakota County transportation staff to balance appropriate access to the site given the constraints of direct access from county roadways. The driveway to the site will be shared with the parcel to the east.

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

A sidewalk proposed to be located just south of the property line will provide a connection to the existing bituminous trail along the east side of Cedar Avenue. The sidewalk runs along the north side of the private drive, giving pedestrians a separated access through the site.

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

Because the building is less than 10,000 square feet in size, the site requires one parking space per 200 square feet of net floor area. Parking is calculated on the floor area of the building (3,029 square feet) after a 10% reduction, which in this case is 2,726 square feet. The site requires a minimum of 14 parking spaces. The Zoning Ordinance allows a maximum of 125% of the minimum spaces before a conditional use permit is required. The site plan shows 17 parking spaces, complying with code requirements. The off-street parking spaces and drive aisles meet the Zoning Ordinance requirements for size and dimensions.

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

Not applicable

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

Not applicable

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

The City Forester reviewed the landscape plan, which provides for foundation plantings around the building. Prior to City Council consideration, it must be revised to incorporate overstory trees along the north, west, and south sides of the parcel at a spacing not to exceed 40 feet, as per Section 11-21-9 of the Zoning Ordinance. Screening landscaping must also be provided near the mechanical equipment in the southwest portion of the site as well as around the trash enclosure. Plantings on the site must adhere to the plan and provide a as-built landscape plan prior to inspection of the installed landscaping. An escrow for the landscape materials and installation amount will be collected with the building permit.

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

A photometric lighting plan was submitted, which shows the proposed light levels for the entire site as well as the location of the light poles, which are proposed to be 28 feet in height. The Zoning Ordinance limits exterior lighting to not more than one foot-candle at property lines using fixtures with downcast lighting and horizontal shielding and not to exceed a total height of 35 feet. The proposed lighting plan complies with Sections 11-16-17.B of the Zoning Ordinance.

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

Any noise that may come from the drive-through lanes would be consistent with similar commercial uses allowed in the M-2 zoning district.

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

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

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

The applicant has provided colored renderings of each building elevation illustrating a variety of materials and color pallet as required by Section 11-17-9 of the Zoning Ordinance. All sides have 75 – 87% Grade A materials, exceeding the minimum requirements of Section 11-17-9.D.1 of the Zoning Ordinance. The exterior finish for the proposed building complies with the requirements of the Zoning Ordinance.

The proposed building is a nearly 26-foot tall, one-story structure that complies with the Zoning Ordinance requirements for height in the M-2 District.

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

Plans indicate that the trash enclosure will have a stone veneer which is consistent with the principal building as well as a maintenance-free gate, which complies with Zoning Ordinance requirements. The proposed location of the enclosure is adjacent to 179th Street, which is considered one of the front yards for this parcel. Waste enclosures are normally placed in the side or rear yards of a site so as to not be prominently visible on a site. On this site, the grade north of drive aisle slopes up to a retaining wall, the top of which will be approximately the same height as the top of the trash enclosure. The Developer will revise the landscape plan to provide additional plantings between the enclosure and the retaining wall for screening. The trash enclosure will be far less visible in this location than if it were to be moved to the south side of the site.

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

All proposed wall signs are subject to the allowances established for the M-2 District by Section 11-23-19.D of the Zoning Ordinance. Wall signs shown on the elevations are illustrative only; no approval for signs is granted as a part of the conditional use permit review. The Zoning Ordinance allows a corner lot to have wall signs not to exceed a total of 200 gross square feet. A freestanding sign is not permitted for the property per the M-2 District standards. Sign permits are required to be issued prior to the installation of any signs on the building.

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

The property owner is required to obtain any permits from Metropolitan Council or other agencies, if applicable.

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

Not applicable

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

The hours of operation are not expected to be incompatible with the surrounding commercial area.

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

Not applicable

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

Not applicable

RECOMMENDATION

The Veridian Credit Union conditional use permit is consistent with the requirements of the Zoning Ordinance. Community Development staff recommends approval subject to the following conditions:

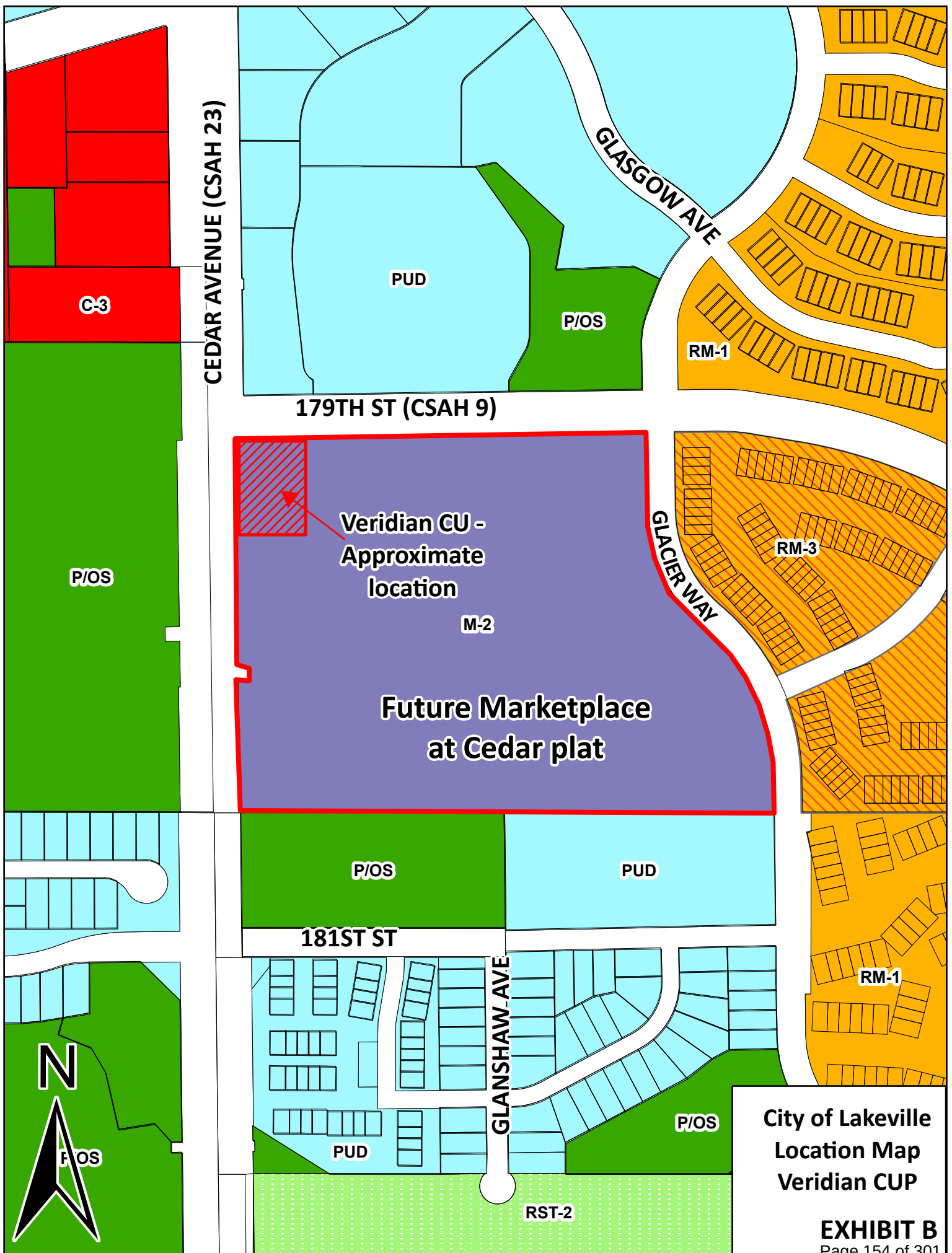
1. The site shall be developed in accordance with the plans approved by the City Council.
2. The recording of the Marketplace At Cedar final plat.
3. Signs shall comply with Zoning Ordinance requirements and receive sign permit approval prior to installation.
4. A security for landscaping must be submitted with the building permit and an as-built plan of the landscaping submitted prior to inspection.
5. Prior to consideration by the City Council, the landscape plan must be revised to show the following:
 - Perimeter overstory trees not more than 40 feet apart.
 - Screening of the mechanical equipment/transformer
 - Screening on the north side of the trash enclosure.

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



City of Lakeville
Location Map
Veridian CUP

EXHIBIT A
Page 153 of 301

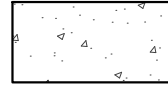
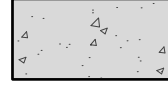
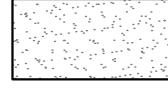
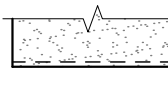
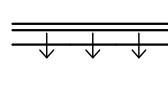


City of Lakeville
Location Map
Veridian CUP

EXHIBIT B
Page 154 of 301



PAVEMENT LEGEND

SYMBOL	DESCRIPTION
	CONCRETE PAVEMENT
	ISLAND CONCRETE PAVEMENT
	CONCRETE WALK
	TURN DOWN CONCRETE WALK
	REVERSE PITCH CONCRETE CURB AND GUTTER

PARKING DATA

LAND USE CLASSIFICATION	RETAIL SALES AND SERVICE USES OTHER THAN SPECIFICALLY DEFINED BY THIS SECTION
PARKING SPACES REQUIRED (CODE)	1 STALL PER 200 SF
GOVERNING INFORMATION	CITY CODE SECTION 11-19-13
MIN PARKING SPACES REQUIRED	14
MAX PARKING SPACES REQUIRED	17
PARKING STALLS PROVIDED	
STANDARD	15
ACCESSIBLE	2
TOTAL	17

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.

DATE _____ LIC. NO. _____

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PROJECT

**VERIDIAN CREDIT
UNION**

LAKEVILLE MINNESOTA

[illegible]

PROJECT NO.	25-32406
FILE NAME	32406 C3-SITE
DRAWN BY	JS, SAK
DESIGNED BY	JS
REVIEWED BY	MJE
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

SITE PLAN

SHEET

C3-10

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

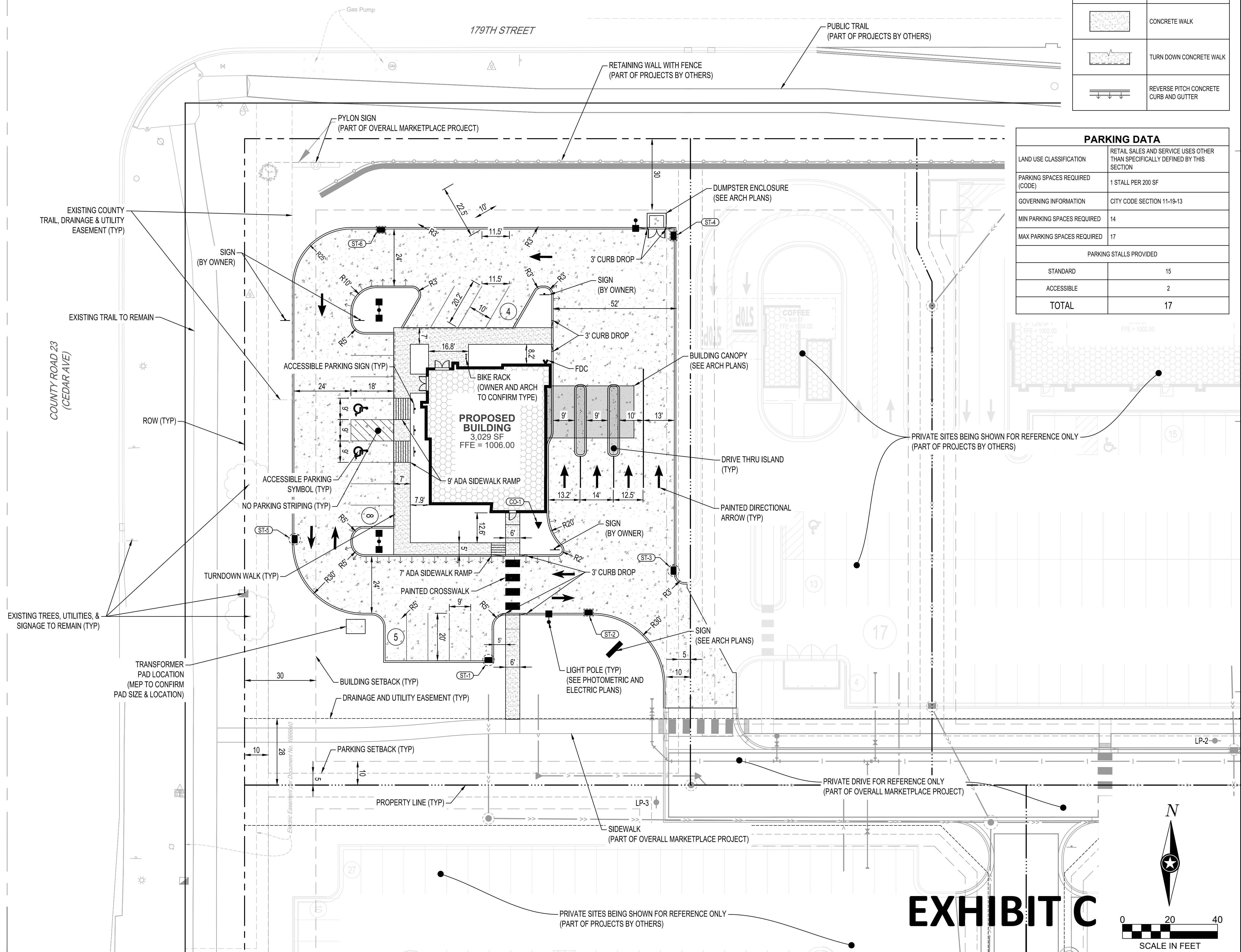
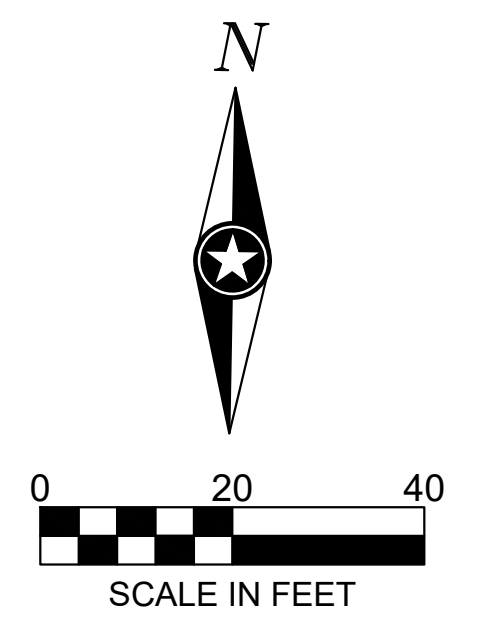
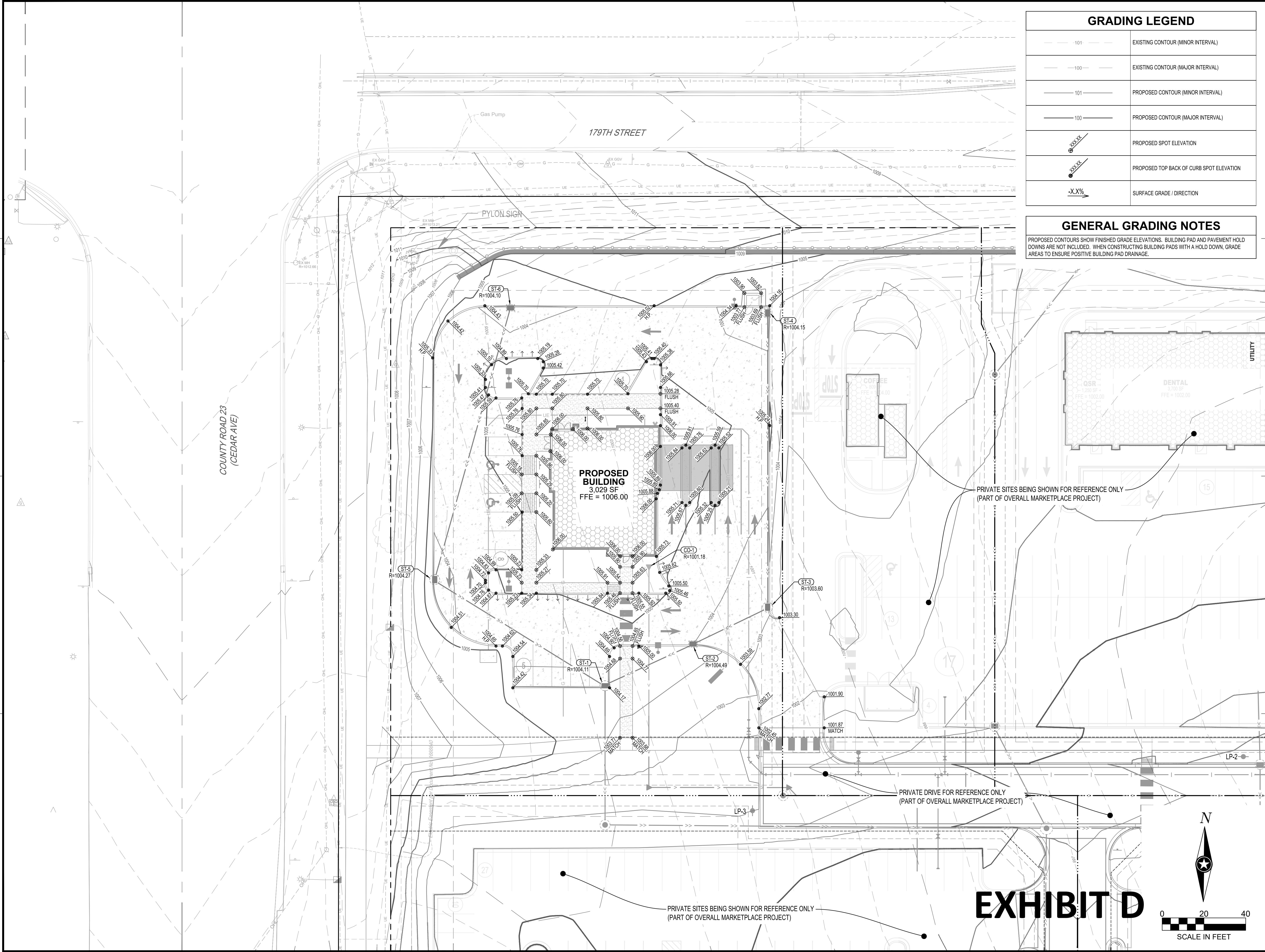


EXHIBIT C





Grading Legend	
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	PROPOSED SPOT ELEVATION
	PROPOSED TOP BACK OF CURB SPOT ELEVATION
	SURFACE GRADE / DIRECTION

GENERAL GRADING NOTES

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

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PROJECT

VERIDIAN CREDIT UNION

LAKEVILLE MINNESOTA

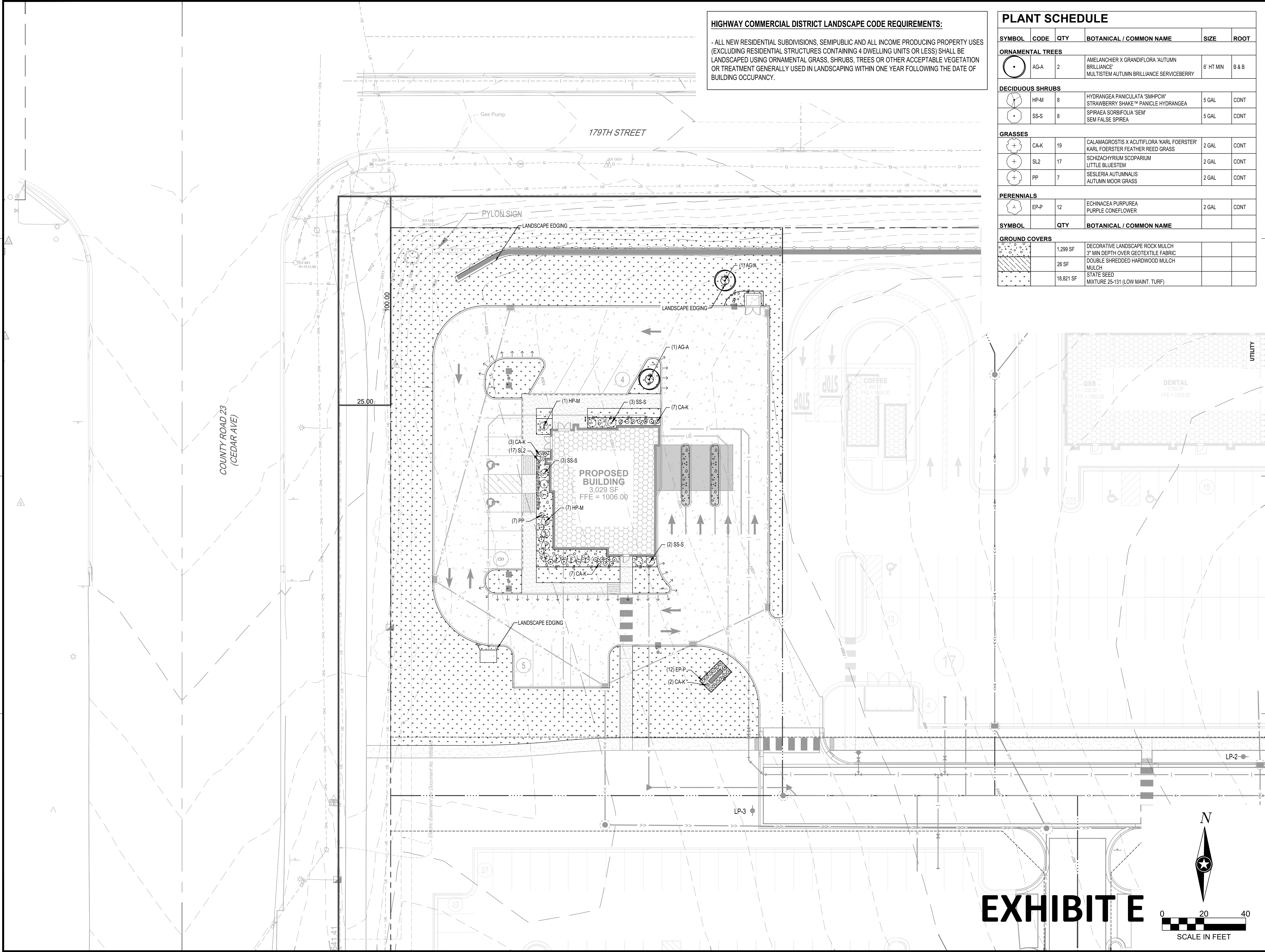
REVISION SCHEDULE		
DATE	DESCRIPTION	BY
10/10/25	CITY SUBMITTAL #1	MJE
11/18/25	CITY SUBMITTAL #2	MJE

PROJECT NO.	25-32406
FILE NAME	32406 C4-GRADE
DRAWN BY	JS, SAK
DESIGNED BY	JS
REVIEWED BY	MJE
ORIGINAL ISSUE DATE	-/-/-
CLIENT PROJECT NO.	-

TITLE
GRADING PLAN

SHEET
C4-10

PRELIMINARY NOT FOR CONSTRUCTION



HIGHWAY COMMERCIAL DISTRICT LANDSCAPE CODE REQUIREMENTS:

- ALL NEW RESIDENTIAL SUBDIVISIONS, SEMIPUBLIC AND ALL INCOME PRODUCING PROPERTY USES (EXCLUDING RESIDENTIAL STRUCTURES CONTAINING 4 DWELLING UNITS OR LESS) SHALL BE LANDSCAPED USING ORNAMENTAL GRASS, SHRUBS, TREES OR OTHER ACCEPTABLE VEGETATION OR TREATMENT GENERALLY USED IN LANDSCAPING WITHIN ONE YEAR FOLLOWING THE DATE OF BUILDING OCCUPANCY.

PLANT SCHEDULE					
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
ORNAMENTAL TREES					
	AG-A	2	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' MULTISTEM AUTUMN BRILLIANCE SERVICEBERRY	6' HT MIN	B & B
DECIDUOUS SHRUBS					
	HP-M	8	HYDRANGEA PANICULATA 'SMHPCW' STRAWBERRY SHAKE™ PANICLE HYDRANGEA	5 GAL	CONT
	SS-S	8	SPIRAEA SORBIFOLIA 'SEM' SEM FALSE SPIREA	5 GAL	CONT
GRASSES					
	CA-K	19	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' KARL FOERSTER FEATHER REED GRASS	2 GAL	CONT
	SL2	17	SCHIZACHYRIUM SCOPARIUM LITTLE BLUESTEM	2 GAL	CONT
	PP	7	SESLERIA AUTUMNALIS AUTUMN MOOR GRASS	2 GAL	CONT
PERENNIALS					
	EP-P	12	ECHINACEA PURPUREA PURPLE CONEFLOWER	2 GAL	CONT
GROUND COVERS					
		1,299 SF	DECORATIVE LANDSCAPE ROCK MULCH 3" MIN DEPTH OVER GEOTEXTILE FABRIC		
		26 SF	DOUBLE SHREDDED HARDWOOD MULCH MULCH		
		18,821 SF	STATE SEED MIXTURE 25-131 (LOW MAINT. TURF)		

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PROJECT

VERIDIAN CREDIT UNION

LAKEVILLE MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
10/10/25	CITY SUBMITTAL #1	MJE
11/18/25	CITY SUBMITTAL #2	MJE

PROJECT NO.	25-32406
FILE NAME	32406 CS-LAND
DRAWN BY	JS, SAK
DESIGNED BY	JS
REVIEWED BY	MJE
ORIGINAL ISSUE DATE	-/-/-
CLIENT PROJECT NO.	-

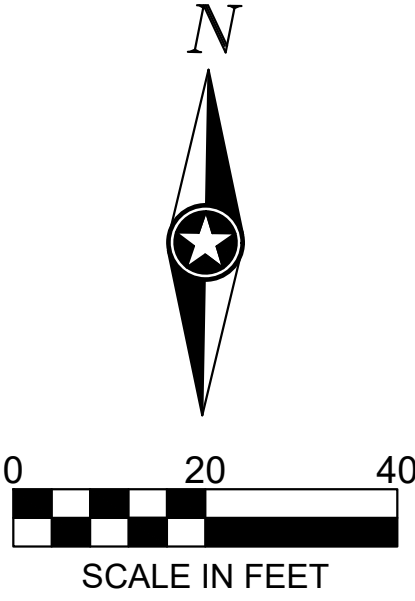
TITLE

SITE RESTORATION AND PLANTING PLAN

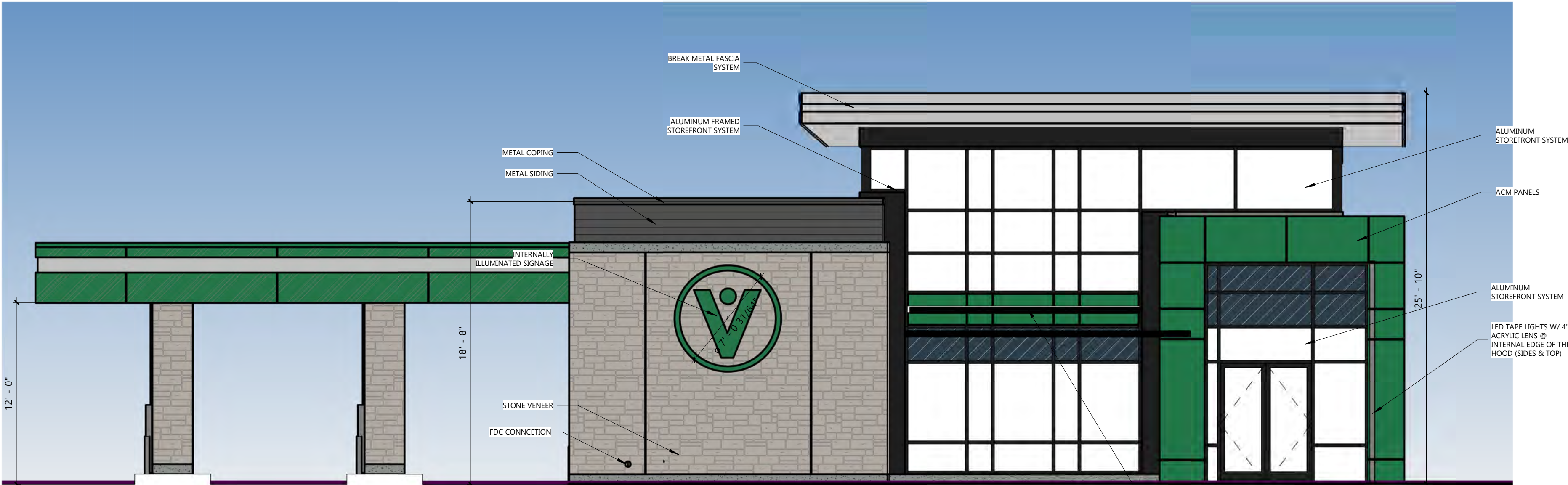
SHEET

C5-10

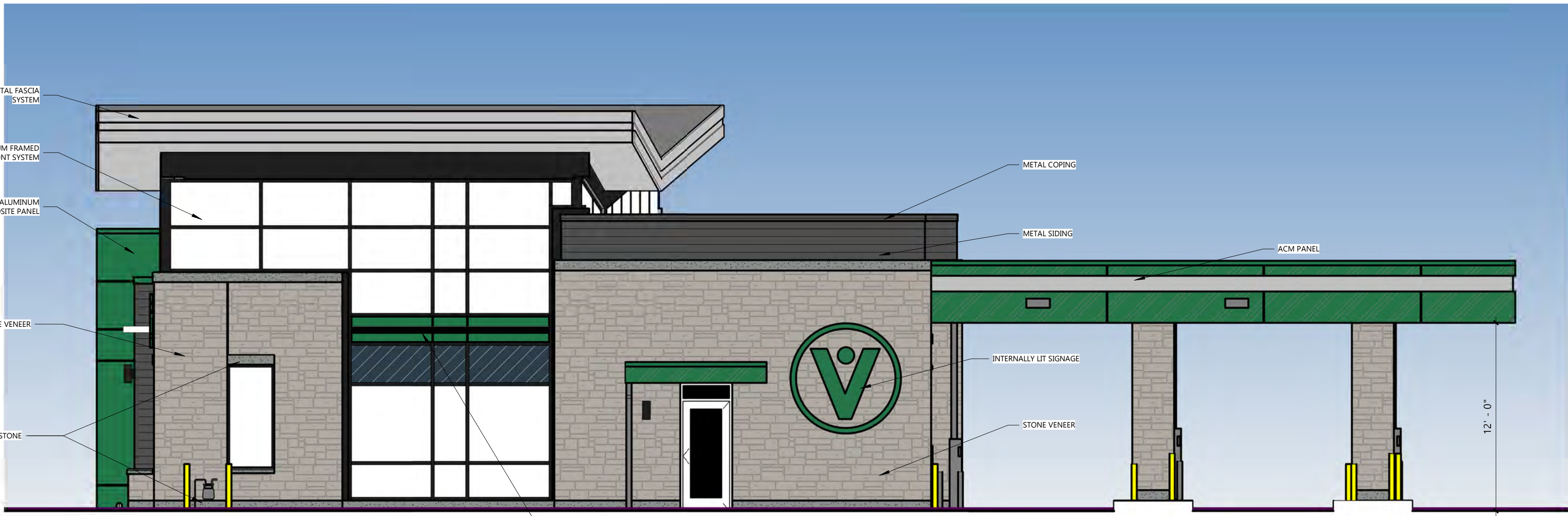
EXHIBIT E



PRELIMINARY NOT FOR CONSTRUCTION



A1 NORTH ELEVATION PRESENTATION
3/16" = 1'-0"



A3 SOUTH ELEVATION PRESENTATION
3/16" = 1'-0"



B1 EAST ELEVATION PRESENTATION
3/16" = 1'-0"

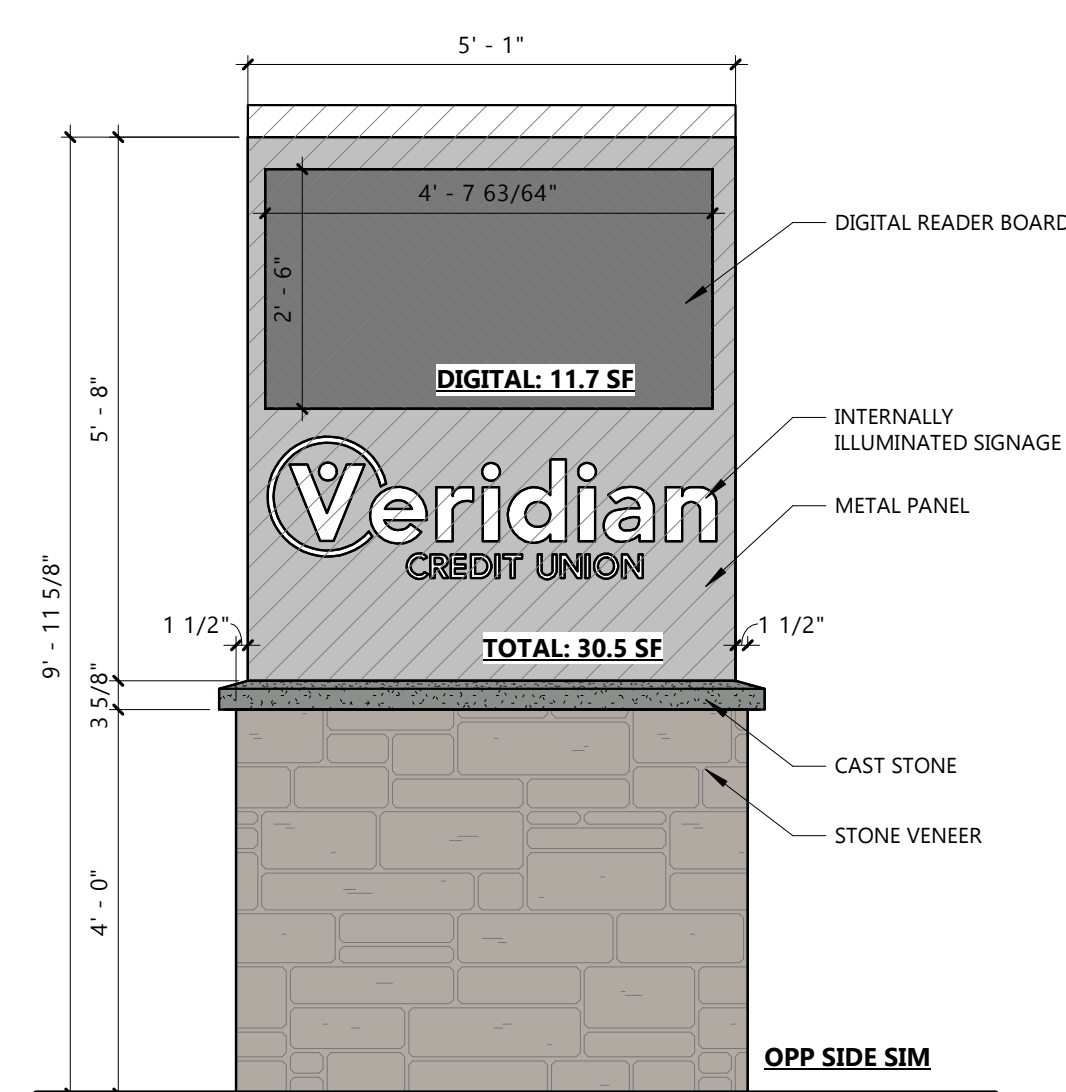


C1 WEST ELEVATION PRESENTATION
3/16" = 1'-0"

EXTERIOR MATERIAL AREAS

NORTH: 1158 SF	EAST: 1541 SF	SOUTH: 1162 SF	WEST: 1664 SF
STONE VENEER: CLASS 1 AREA: 563 SF PERCENTAGE: 48%	STONE VENEER: CLASS 1 AREA: 300 SF PERCENTAGE: 20%	STONE VENEER: CLASS 1 AREA: 275 SF PERCENTAGE: 24%	STONE VENEER: CLASS 1 AREA: 911 SF PERCENTAGE: 55%
ACM PANEL: CLASS 2 AREA: 57 SF PERCENTAGE: 5%	ACM PANEL: CLASS 2 AREA: 124 SF PERCENTAGE: 8%	ACM PANEL: CLASS 2 AREA: 82 SF PERCENTAGE: 7%	ACM PANEL: CLASS 2 AREA: 90 SF PERCENTAGE: 5%
ACM PANEL: CLASS 2 AREA: 70 SF PERCENTAGE: 6%	ACM PANEL: CLASS 2 AREA: 120 SF PERCENTAGE: 7%	ACM PANEL: CLASS 2 AREA: 77 SF PERCENTAGE: 7%	ACM PANEL: CLASS 2 AREA: 155 SF PERCENTAGE: 9%
METAL SIDING: CLASS 2 AREA: 24 SF PERCENTAGE: 2%	METAL SIDING: CLASS 2 AREA: 138 SF PERCENTAGE: 9%	METAL SIDING: CLASS 2 AREA: 50 SF PERCENTAGE: 4%	METAL SIDING: CLASS 2 AREA: 160 SF PERCENTAGE: 10%
CAST STONE: CLASS 1 AREA: 30 SF PERCENTAGE: 3%	CAST STONE: CLASS 1 AREA: 85 SF PERCENTAGE: 6%	CAST STONE: CLASS 1 AREA: 40 SF PERCENTAGE: 3%	CAST STONE: CLASS 1 AREA: 85 SF PERCENTAGE: 5%
WINDOW ASSEMBLY (CURTAIN WALL / STOREFRONT): CLASS 1 AREA: 416 SF PERCENTAGE: 36%	WINDOW ASSEMBLY (CURTAIN WALL / STOREFRONT): CLASS 1 AREA: 765 SF PERCENTAGE: 50%	WINDOW ASSEMBLY (CURTAIN WALL / STOREFRONT): CLASS 1 AREA: 638 SF PERCENTAGE: 55%	WINDOW ASSEMBLY (CURTAIN WALL / STOREFRONT): CLASS 1 AREA: 263 SF PERCENTAGE: 16%
CLASS 1: 87%	CLASS 1: 75%	CLASS 1: 82%	CLASS 1: 76%
CLASS 2: 13%	CLASS 2: 25%	CLASS 2: 18%	CLASS 2: 24%

EXTERIOR MATERIAL CALCS
1/8" = 1'-0"



B2 MONUMENT SIGN ELEVATION
1/2" = 1'-0"

EXTERIOR MATERIAL LEGEND

STONE VENEER: EDWARDS STONE 'SUNSET BLEND'	MORTAR: UM3410 - 'CALAMUS'	METAL SIDING: LUX ARCHITECTURAL PRODUCTS 'BRUSHED CARBON' 6" LAP PATTERN (HORIZONTAL)
ACM PANEL (DRIVE-UP CANOPY & ENTRY): ALPOLIC 'BGN GREEN'	MORTAR: UM3410 - 'CALAMUS'	CAST STONE: CUSTOM CAST STONE 'SANDSTONE'
ACM PANEL (ACCENT): ALPOLIC 'AGT ALUMINUM GREY'		METAL COPING / BREAK METAL PAC CLAD OR EQUAL 'MIDNIGHT BRONZE'
GENERAL NOTES: 1. PROVIDE SUNSHADES EQUIVALENT TO THE WINDOW ASSEMBLY CHOSEN. REFER TO ELEVATIONS FOR SUNSHADE LOCATION. COLOR SHALL MATCH WINDOW FRAMES. 2. LIGHT FIXTURES ARE TO BE SIMILAR IN SIZE, SHAPE AND FUNCTION AS INDICATED IN THE DRAWINGS.		
WINDOW ASSEMBLY (CURTAINWALL / STOREFRONT): KAWNEER OR EQUAL 'BLACK ANODIZED' ALUMINUM GLAZING: VITRO GLASS; CLEAR		



Building Entrance (Day): Green Alpolic metal panels frame the aluminum glass system. Carbon colored aluminum siding breaks up overall facade. A stone blend anchors the corner of the building as well as provides an area for signage.



Drive-Up Canopy: Green Alpolic metal panels continue to pull the Veridian marketing colors onto the north elevation. The canopy will contain the pneumatic tubes as well as can light fixtures as well as green tape lights along the interior edge for nighttime lighting.



Southwest Elevation: The carbon colored aluminum siding frames a natural stone blend that is used across the elevation, broken by clearstory windows that provide natural light to the Teller Work Area. Back-lit signage is also used on the west elevation. Green LED tape light is placed at the top of the stone band which provides additional branding and visual interest to the building at night.



Date: 1/5/2026

SMNPT 1, LLC Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow the construction of a commercial building less than 2,000 square feet of floor area.

Overview

SMNPT 1, LLC, has submitted an application for a conditional use permit to allow the construction of a commercial building less than 2,000 square feet of floor area. The development is for property located at the northeast corner of 202nd Street (CSAH 50) and Dodd Boulevard (CSAH 9), identified as Outlot C, Heritage Commons 10th Addition on the final plat.

Section 11-17-17 of city code states that principal buildings for commercial and industrial uses having less than 2,000 square feet of floor area may only be allowed upon approval of a conditional use permit. The conditional use permit request is to allow one stand-alone building about 840 square feet in size with a double drive-through for a coffee shop. A final plat for the property is required before construction of the building can take place.

The Planning Commission held a public hearing at its December 18, 2025 meeting. The applicant was present and there was no public comment. The Planning Commission unanimously recommended approval of the request subject to 10 stipulations.

Supporting Information

1. Conditional Use Permit and Findings of Fact
2. Site Plan and Minutes
3. Planning and Engineering Reports

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

CONDITIONAL USE PERMIT NO. 26-_____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit for SMNPT 1, LLC to allow the construction of a commercial building less than 2,000 square feet of floor area on property located at the NE corner of Dodd Blvd and 202nd Street.
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Outlot C, Heritage Commons 10th Addition

3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. Implementation of the recommendations listed in the December 8, 2025, planning and engineering memorandums.
 - b. The site shall be developed according to the plans approved by the City Council.
 - c. Execution of a Stormwater Maintenance Agreement shall be required with the final plat between the Developer and the City of Lakeville for the maintenance of the stormwater system located on the property.
 - d. An agreement for shared driveway access shall be established between Lot 1, Block 1 and Outlot A, Heritage Commons 10th Addition and Lot 1, Block 1, Heritage Commons 6th Addition and Lake Marion Collision in conjunction with the recording of the final plat.
 - e. The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.

- f. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
 - g. The City Forester has reviewed and approved the preliminary landscape plan dated May 28, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
 - h. The Developer must provide a security with the final plat to guarantee installation of the landscaping.
 - i. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
 - j. Snow storage shall not occur within required parking spaces.
4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.
5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

DATED: January 5, 2026

CITY OF LAKEVILLE

BY: _____
 Luke M. Hellier, Mayor

SEAL

BY: _____
 Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
 ()
 COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 5th day of **January 2026** by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

DRAFTED BY:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT
SMNPT 1, LLC

FINDINGS OF FACT DECISION

On December 18, 2025, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of SMNPT 1, LLC for a conditional use permit to allow the construction of a commercial building less than 2,000 square feet of floor area. The Planning Commission conducted a public hearing on the conditional use permit application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is located in Comprehensive Planning District 4, which guides the property for Commercial.
2. The subject site is zoned PUD, Planned Unit Development.
3. Legal description of the property is:

Outlot C, Heritage Commons 10th Addition, Dakota County, Minnesota

4. Chapter 4 of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed convenience restaurant with a drive-through use is consistent with the guided commercial use of the property.

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

Finding: The proposed convenience restaurant 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: Provided compliance with the stipulations of the conditional use permit and PUD agreement, the proposed use will conform to all other performance standards contained in the Zoning Ordinance and the City Code.

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

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

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

Finding: The streets serving this site are adequate to accommodate traffic from the proposed use.

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

DECISION

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

DATED: January 5, 2026

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

SEAL

BY: _____

Ann Orlofsky, City Clerk

KEYNOTES

1. SEE ARCHITECTURAL SITE PLANS FOR ADDITIONAL SITE PLAN NOTES.
2. LANDSCAPE AREA. SEE LANDSCAPE PLAN.
3. MATCH EXISTING CURB/SIDEWALK/PAVEMENT.
4. CONCRETE PAVEMENT/ASPHALT.
5. INTEGRAL CONCRETE WALK/CURB.
6. FLUSH CURB.
7. PEDESTRIAN CURB RAMP.
8. 6" CONCRETE FILLED PIPE BOLLARD.
9. NOT USED.
10. TRASH ENCLOSURE.
11. 4" SOLID WHITE LINE.
12. SOLID WHITE PAVEMENT MARKING.
13. TRANSFORM PAD. FINAL LOCATION TO BE CONFIRMED BY CONTRACTOR AND ELECTRIC PROVIDER.
14. LIGHT POLE AND BASE.
15. CLEARANCE/HEIGHT RESTRICTION BAR PER TENANT.
16. NOT USED.
17. NOT USED.
18. NOT USED.
19. NOT USED.
20. SOLID WHITE CROSSWALK PAVEMENT MARKINGS.
21. NOT USED.
22. MONUMENT SIGN.
23. DIRECTIONAL SIGN.
24. BITUMINOUS ROLL CURB.
25. POURED CONCRETE STEPS.
26. 3 FT. TAPER OUR CURB.

SIGN SCHEDULE

- A. HANDICAP PARKING SIGN ON: 6" BOLLARD
- B. NO PARKING SIGN ON: 6" BOLLARD
- C. DIGITAL ORDER PICKUP SIGN: ON 6" BOLLARD
- D. 9x12 Wx17-18 (12" X 18")
- E. 8x34 (12" X 18")
- F. PER TENANT

LEGEND

EXISTING	PROPOSED	PROPERTY LINE
		EASEMENT LINE
		BITUMINOUS PAVEMENT
		CONCRETE PAVEMENT
		CURB LINE
		SANITARY SEWER
		WATER MAIN
		UNDERGROUND ELECTRIC
		UNDERGROUND GAS
		UNDERGROUND TELEPHONE
		OVERHEAD ELECTRIC
		STORM CATCH BASIN
		STORM MANHOLE
		HYDRANT
		GATE VALVE
		LIGHT POLE
		ELECTRIC MANHOLE
		OTHER SYMBOLS

BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
CONTROL DISC NUMBER 1014H
ELEVATION: 599.11 (NAVD 88)

SITE DATA

LAND USE DESIGNATION:	COMMERCIAL
EXISTING ZONING:	PLANNED UNIT DEVELOPMENT
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT
PARCEL AREA:	60,191 SF
IMPERVIOUS AREA:	
BUILDING 1:	2,372 SF 4%
BUILDING 2:	870 SF 4%
PAVEMENTS:	48,047 SF 44%
TOTAL:	48,047 SF 73%
PERVIOUS AREA:	16,342 SF 27%

PARKING SUMMARY

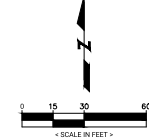
STANDARD STALLS:	44
HANDICAP STALLS:	3
TOTAL STALLS:	47

SITE PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. ALL CURB AND GUTTER SHALL BE 6x12 UNLESS OTHERWISE NOTED.
3. TYPICAL PARKING STALLS ARE 9' X 18' UNLESS OTHERWISE NOTED.
4. ALL PEDESTRIAN RAMPS SHALL MEET CURRENT ADA STANDARDS.
5. UNLESS OTHERWISE SHOWN IN THE PLANS, CONTRACTOR SHALL PROVIDE CONTROL JOINTS AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS, AND DRIVES PER THE FOLLOWING REQUIREMENTS:
CONTROL JOINTS: WALKS @ 8' SPACING
OTHERS @ 12' SPACING
SAW-CUT CONTROL JOINTS MINIMUM 1/2" CONCRETE THICKNESS.
EXPANSION JOINTS: WALKS @ 24' SPACING
OTHERS @ 40' SPACING
PROVIDE EXPANSION JOINT AT ALL POINTS WHERE A CHANGE IN PAVEMENT THICKNESS OCCURS AND WHERE NEW PAVEMENT WILL MATCH EXISTING PAVEMENT.
DOWEL ALL EXPANSION JOINTS AT 24" SPACING MAX.

SIGNAGE AND PAVEMENT MARKING NOTES

1. ALL SIGNS SHALL BE PLACED 18" MINIMUM BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
2. SIGNS SHALL INCLUDE HARDWARE, POST, FOOTING, CASING, AND ALL APPURTENANCES REQUIRED FOR TYPICAL INSTALLATION.
3. PARKING LOT STRIPING AND PAVEMENT MARKINGS SHALL BE 4" SOLID WHITE PAINT. ALL PAVEMENT LETTERING SHALL BE 12" HEIGHT.
4. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE PER THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
NAME: JOSEPH T. RADACH, PE
SIGNATURE: [Signature]
DATE: 01/28/25 LIC # 45889

REVISIONS	DATE	BY	DATE
1	01/28/25	JTR	
2	01/28/25	JTR	
3	01/28/25	JTR	
4	01/28/25	JTR	
5	01/28/25	JTR	
6	01/28/25	JTR	
7	01/28/25	JTR	

2C DEVELOPMENT, LLC
11985 Technology Drive, Suite 110
Eden Prairie, MN 55344

SITE PLAN
HERITAGE COMMONS
RESTAURANTS
Lakerville, Minnesota

SHEET NUMBER
C2.1

CUP request is for this building

CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
December 18, 2025

Chair Zimmer called the meeting to order at 6:00 p.m. in the Council Chambers at City Hall. The Pledge of Allegiance to the flag was given.

Members Present: Chair Christine Zimmer, Vice Chair Scott Einck, Pat Kaluza, John Swaney, Jason Swenson, Mark Traffas, Amanda Tinsley

Members Absent: None

Staff Present: Kris Jenson, Planning Manager; Tina Goodroad, Community Development Director (via Teams), Heather Botten, Senior Planner; Jon Nelson, Assistant City Engineer; Dawn Erickson, Community Development Recorder

5b. SMNPT1, LLC

Chair Zimmer opened the public hearing to consider the application of SMNPT1, LLC for a conditional use permit for a commercial building to be less than 2,000 square feet of floor area located in Heritage Commons.

John Johansson with Transwestern introduced the project.

Ms. Botten presented the staff report. Representatives of SMNPT 1, LLC submitted an application for a conditional use permit to allow a commercial building less than 2,000 square feet of floor area. The development is for property located north of 202nd Street (CSAH 50), south of Heritage Drive and east of Dodd Boulevard (CSAH 9).

Section 11-17-17 of city code states that principal buildings for commercial and industrial uses with less than 2,000 square feet of floor area may only be allowed upon approval of a conditional use permit. The conditional use permit request is to allow one building to be about 840 square feet in size for a stand-alone, double drive through coffee shop. The site received preliminary plat approval and a conditional use permit for two convenience restaurants with a drive through in July 2025. Final plat approval is required before construction of the buildings can take place.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Swenson, seconded by Tinsley to close the public hearing at 6:14 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas inquired if there has been any change of plans regarding Chipotle. Mr. Johansson stated that Chipotle is very committed.
- Chair Zimmer expressed appreciation of exceeding the stacking requirements.
- Chair Swenson asked about the process to ensure there's no pollution with the stormwater infiltration system. Mr. Johansson stated that a phase two study which included boring and vapor tests was done and the results were acceptable and clean from the MPCA.
- Commissioner Kaluza stated he appreciates the double drive thru lane which exceeds the stacking requirements.

Motion was made by Swenson, seconded by Tinsley to recommend to City Council approval of the conditional use permit for a commercial building to be less than 2,000 square feet of floor area and the findings of fact subject to the following stipulations:

1. Implementation of the recommendations listed in the December 8, 2025 engineering report.
2. The site shall be developed according to the plans approved by the City Council.
3. Execution of a Stormwater Maintenance Agreement shall be required with the final plat between the Developer and the City of Lakeville for the maintenance of the stormwater system located on the property.
4. An agreement for shared driveway access shall be established between Lot 1, Block 1 and Outlot A, Heritage Commons 10th Addition and Lot 1, Block 1, Heritage Commons 6th Addition and Lake Marion Collision in conjunction with the recording of the final plat.
5. The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.
6. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
7. The City Forester has reviewed and approved the preliminary landscape plan dated May 28, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
8. The Developer must provide a security with the final plat to guarantee installation of the landscaping.
9. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
10. Snow storage shall not occur within required parking spaces.

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

Nays: 0



Memorandum

To: Planning Commission
From: Heather Botten
Date: December 8, 2025
Subject: Packet Material for the December 18, 2025 Planning Commission Meeting
Agenda Item: SMNPT 1 LLC - Conditional use permit to allow a commercial building less than 2,000 square feet of floor area.
Application Action Deadline: March 4, 2026 – 2nd 60 days

BACKGROUND

Representatives of SMNPT 1, LLC have submitted an application for a conditional use permit to allow a commercial building less than 2,000 square feet of floor area. The development is for property located north of 202nd Street (CSAH 50), south of Heritage Drive and east of Dodd Boulevard (CSAH 9), identified as Lot 1, Block 1 Heritage Commons 10th Addition on the preliminary plat.

Section 11-17-17 of city code states that principal buildings for commercial and industrial uses having less than 2,000 square feet of floor area may only be allowed upon approval of a conditional use permit. The conditional use permit request is to allow one building to be about 840 square feet in size for a stand-alone, double drive-through coffee shop. The site received preliminary plat approval and a conditional use permit for two convenience restaurants with a drive-through in July 2025. Final plat approval is required before construction of the buildings can take place.

The proposed development plans have been reviewed by Community Development and Engineering staff.

EXHIBITS

- A. Location Map
- B. Site Plan
- C. Grading and Drainage Plan
- D. Building Elevation Plans

STAFF ANALYSIS

Comprehensive Plan. The property is located in Planning District No. 4, Central Lakeville, and is guided for commercial uses in the 2040 Comprehensive Land Use Plan. The proposed convenience restaurant uses are consistent with the commercial designation of the Comprehensive Land Use Plan.

Zoning. The property is zoned PUD, Planned Unit Development District with an underlying C-3, General Commercial District zoning. The proposed convenience restaurant with a drive-through is consistent with the uses allowed in a commercial district.

Surrounding Land Uses, Zoning, and Comprehensive Plan Designation

Direction	Existing Use	Land Use Plan	Zoning
North	Heritage Drive and Lake Marion Collision	Commercial	C-3, General Commercial
South	202 nd Street (CSAH 50) and commercial businesses	Commercial	C-3, General Commercial
East	O'Reilly Auto	Commercial	PUD, Planned Unit Development
West	Dodd Blvd (CSAH 9) & Kwik Trip	Commercial	C-3, General Commercial

Grading, Drainage, Erosion Control, and Utilities. Grading, drainage and erosion control plans have been submitted with the Heritage Commons 10th Addition preliminary plat. Engineering and Environmental Resources have reviewed the site, grading, drainage and erosion control, and utility plans. Final civil plans have not been approved and will be reviewed at the time of final plat for the property. A copy of the engineering report dated December 8, 2025 is attached for your review. The Engineering Division recommends approval of the CUP subject to the recommendations outlined in the report.

CUP SITE PLAN REVIEW

Use. Development of a convenience food restaurant with a drive-through service window use within the Heritage Commons PUD is subject to the same requirements as those within the C-3, General Commercial District. Section 11-73-7.G of the Zoning Ordinance establishes performance standards for convenience food uses. The performance standards include limiting the hours of operation from 5:00 am to 11:00 pm unless approved by CUP. Other performance standards are reviewed below.

Setbacks. The proposed building meets or exceeds the setback requirements of the C-3 District of:

Front – 30 feet

Side – 10 feet

Rear – 10 feet

Building Height. The proposed convenience restaurant is a single-story structure 20 feet in height at the tallest point. A maximum building height of 35 feet is allowed in the C-3 District.

Parking/Drive Aisles. The setback requirements for parking are 15 feet abutting right-of-way and five feet from interior lot lines.

The proposed development includes two convenience restaurants with shared parking. The development requires a minimum of 37 parking spaces, taking into account the 10% gross floor area credit and the requirement of one parking space per 80 square feet of floor area. The maximum number of parking stalls allowed is up to 125% of the minimum parking spaces, without CUP approval. 125% of the minimum parking is 47 spaces. The site plan demonstrates 47 parking spaces, complying with code requirements.

Circulation/Loading Area. Access to the site will be from Heritage Drive. Direct driveway access to 202nd Street and/or Dodd Boulevard is not permitted. An agreement for shared access between the parcels in Heritage Commons 10th Addition and Heritage Commons 6th Addition (O'Reilly Auto) is required to be executed as part of the recording of the final plat.

Open Space. At least 25 percent of the lot shall remain as greenspace, including trees, shrubbery, plantings or fencing. The site plan identifies that 27% percent of the site is greenspace. This complies with the greenspace requirements of the Zoning Ordinance for convenience food uses.

Landscaping. The landscape plan proposes a mix of deciduous and ornamental trees and shrubs around the west and south portions of the site to minimize headlights shining on to the right-of-way from the drive throughs and foundation plantings around the buildings. The remaining areas will be seeded and in-ground irrigation is required. Development of the site shall include responsibility for boulevard maintenance along 202nd Street and Dodd Boulevard. The Developer must provide a security with the final plat to guarantee installation of the landscaping. The City Forester has reviewed and approved the preliminary landscape plan dated May 28, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.

Building Exterior. The exterior building materials are mainly Grade A, brick material. The materials proposed comply with Zoning Ordinance requirements. A contrasting stripe is shown on the building which is a design element seen on buildings in the Heritage Commons development.

Drive-Through Window. The double drive-through lanes exceed the minimum 180 feet of segregated vehicle stacking lane from the service windows.

Menu Boards. A sign permit must be issued prior to the installation of a menu board and the sign must comply with the requirements of Section 11-23-7.G.11.c of the Zoning Ordinance.

Signs. According to the adopted sign plan for Heritage Commons, the lot is able to have a monument sign, up to fifteen feet in height and with a sign area of up to 80 square feet, if desired. Since the property fronts more than one street, up to two wall signs are permitted per building, not to exceed 100 square feet in sign area. All signs require approval of a sign permit prior to installation.

Signs shown on the plans are illustrative only and no approvals are granted as a part of the CUP request.

Trash Enclosure. The trash and recycling enclosure will be located near the entrance of the drive through. The enclosure must comply with code requirements, including a maintenance-free gate.

Exterior Lighting. Parking lot lighting is scattered around the site and is proposed to be mounted at a height of 23 feet. 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.

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.

Snow Storage. Snow storage may not take place in required parking spaces.

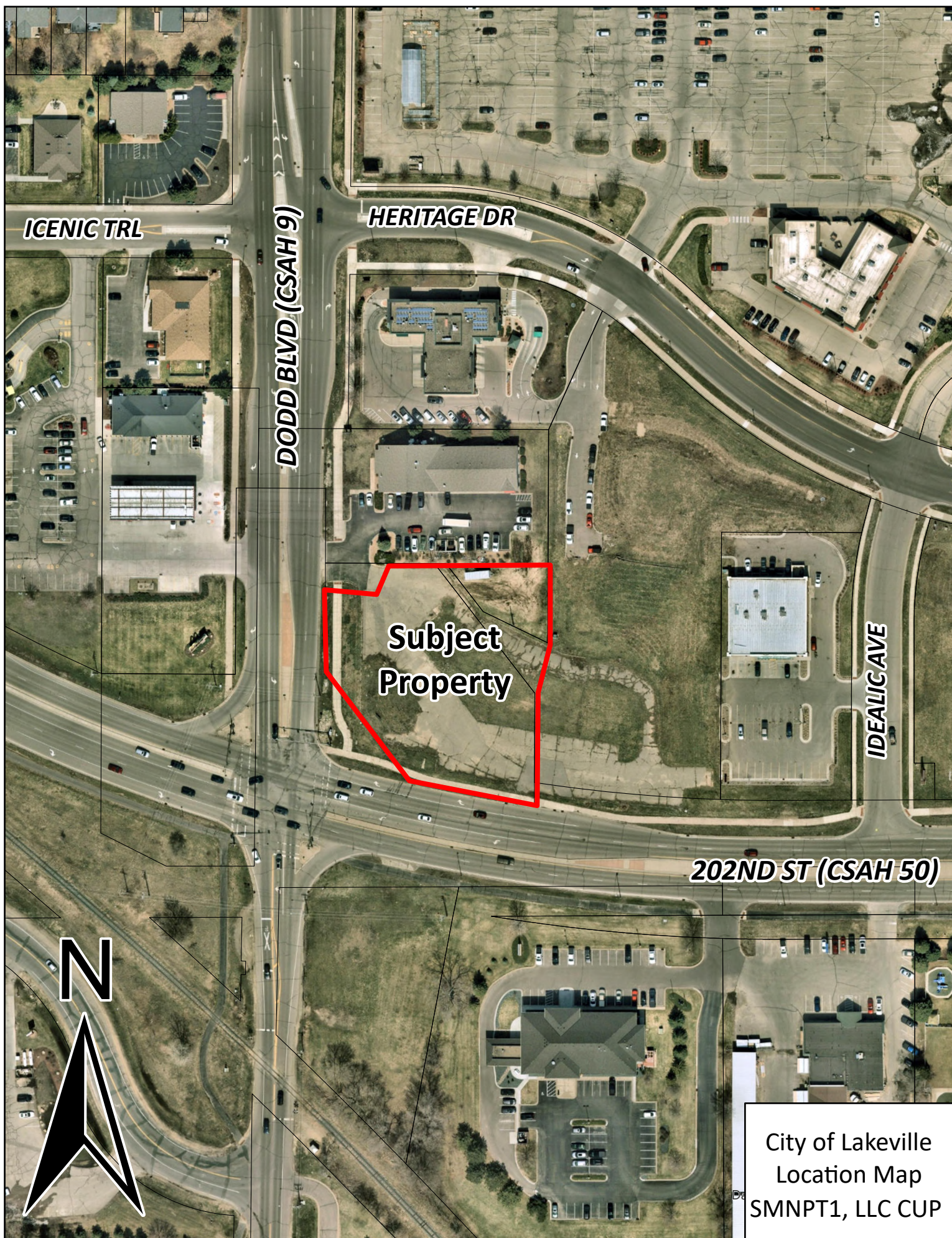
Stormwater Maintenance Agreement. A Stormwater Maintenance Agreement will be required with the final plat for maintenance of the stormwater system on site.

RECOMMENDATION

Community Development Department staff recommends approval of the conditional use permit to allow a commercial building to be less than 2,000 square feet in size, subject to the following stipulations:

1. Implementation of the recommendations listed in the December 8, 2025 engineering report.
2. The site shall be developed according to the plans approved by the City Council.
3. Execution of a Stormwater Maintenance Agreement shall be required with the final plat between the Developer and the City of Lakeville for the maintenance of the stormwater system located on the property.

4. An agreement for shared driveway access shall be established between Lot 1, Block 1 and Outlot A, Heritage Commons 10th Addition and Lot 1, Block 1, Heritage Commons 6th Addition and Lake Marion Collision in conjunction with the recording of the final plat.
5. The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.
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7. The City Forester has reviewed and approved the preliminary landscape plan dated May 28, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
8. The Developer must provide a security with the final plat to guarantee installation of the landscaping.
9. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
10. Snow storage shall not occur within required parking spaces.



City of Lakeville
Location Map
SMNPT1, LLC CUP

KEYNOTES

1. SEE ARCHITECTURAL SITE PLANS FOR ADDITIONAL SITE PLAN NOTES.
2. LANDSCAPE AREA. SEE LANDSCAPE PLAN.
3. MATCH EXISTING CURB/SIDEWALK/PAVEMENT.
4. CONCRETE PAVEMENT/ASPHALT.
5. INTEGRAL CONCRETE WALK/CURB.
6. FLUSH CURB.
7. PEDESTRIAN CURB RAMP.
8. 6" CONCRETE FILLED PIPE BOLLARD.
9. NOT USED.
10. TRASH ENCLOSURE.
11. 4" SOLID WHITE LINE.
12. SOLID WHITE PAVEMENT MARKING.
13. TRANSFORM PAD. FINAL LOCATION TO BE CONFIRMED BY CONTRACTOR AND ELECTRIC PROVIDER.
14. LIGHT POLE AND BASE.
15. CLEARANCE/HEIGHT RESTRICTION BAR PER TENANT.
16. NOT USED.
17. NOT USED.
18. NOT USED.
19. NOT USED.
20. SOLID WHITE CROSSWALK PAVEMENT MARKINGS.
21. NOT USED.
22. MONUMENT SIGN.
23. DIRECTIONAL SIGN.
24. BITUMINOUS ROLL CURB.
25. POURED CONCRETE STEPS.
26. 3 FT. TAPER OUR CURB.

SIGN SCHEDULE

- A. HANDICAP PARKING SIGN ON: 6" BOLLARD
- B. NO PARKING SIGN ON: 6" BOLLARD
- C. DIGITAL ORDER PICKUP SIGN: ON 6" BOLLARD
- D. 9x12 Wx17-18 (12" X 18")
- E. 8x34 (12" X 18")
- F. PER TENANT

LEGEND

EXISTING	PROPOSED	PROPERTY LINE
		EASEMENT LINE
		BITUMINOUS PAVEMENT
		CONCRETE PAVEMENT
		CURB LINE
		SANITARY SEWER
		WATER MAIN
		UNDERGROUND ELECTRIC
		UNDERGROUND GAS
		UNDERGROUND TELEPHONE
		OVERHEAD ELECTRIC
		STORM CATCH BASIN
		STORM MANHOLE
		HYDRANT
		GATE VALVE
		LIGHT POLE
		ELECTRIC MANHOLE
		OTHER SYMBOLS

BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
CONTROL DISC NUMBER 1014H
ELEVATION: 959.11 (NAVD 88)

SITE DATA

LAND USE DESIGNATION:	COMMERCIAL
EXISTING ZONING:	PLANNED UNIT DEVELOPMENT
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT
PARCEL AREA:	60,191 SF
IMPERVIOUS AREA:	
BUILDING 1:	2,372 SF 4%
BUILDING 2:	870 SF 4%
PAVEMENTS:	48,947 SF 82%
TOTAL:	52,189 SF 87%
PERVIOUS AREA:	16,342 SF 27%

PARKING SUMMARY

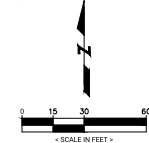
STANDARD STALLS:	44
HANDICAP STALLS:	3
TOTAL STALLS:	47

SITE PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. ALL CURB AND GUTTER SHALL BE 6x12 UNLESS OTHERWISE NOTED.
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OTHERS @ 12' SPACING
 - SAW/CUT CONTROL JOINTS MINIMUM 1/2" CONCRETE THICKNESS.
 - EXPANSION JOINTS: WALKS @ 24' SPACING
OTHERS @ 40' SPACING
 - PROVIDE EXPANSION JOINT AT ALL POINTS WHERE A CHANGE IN PAVEMENT THICKNESS OCCURS AND WHERE NEW PAVEMENT WILL MATCH EXISTING PAVEMENT.
 - DOWEL ALL EXPANSION JOINTS AT 24" SPACING MAX.

SIGNAGE AND PAVEMENT MARKING NOTES

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3. PARKING LOT STRIPING AND PAVEMENT MARKINGS SHALL BE 4" SOLID WHITE PAINT. ALL PAVEMENT LETTERING SHALL BE 12" HEIGHT.
4. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE PER THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).



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.

NAME: JOSEPH T. RADACH PE
SIGNATURE: [Signature]
DATE: 01/28/25 LIC # 45889

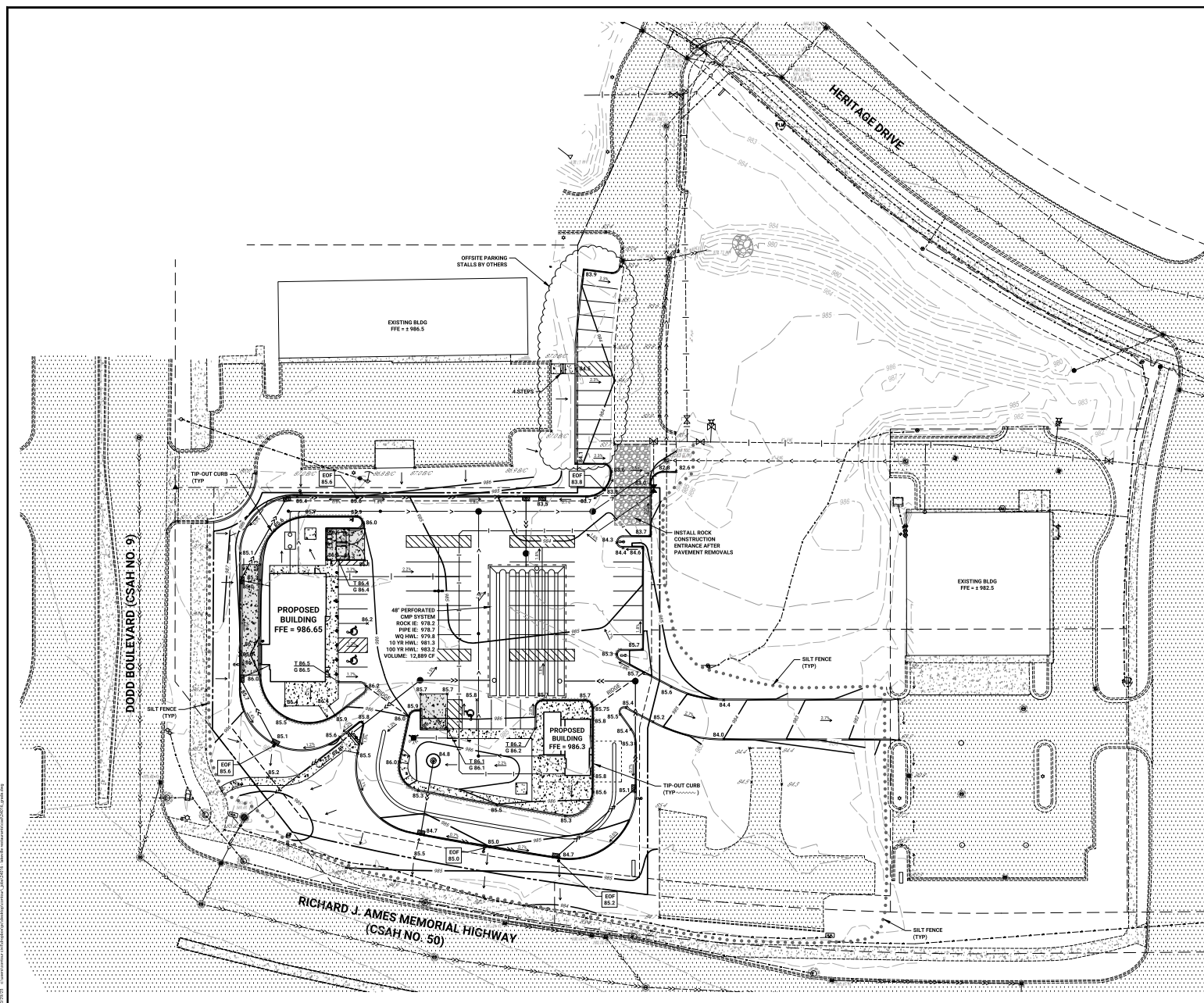
REVISIONS	DATE	BY	DESCRIPTION
1	01/28/25	JTR	ISSUE FOR CITY COMMENTS
2	02/02/25	JTR	CITY COMMENTS
3	11/04/25	JTR	NOTE FOR OFFSITE PARKING STALLS BY OTHERS
4			
5			
6			
7			

OWNER: 2C DEVELOPMENT, LLC
11985 Technology Drive, Suite 110
Eden Prairie, MN 55344

SITE PLAN
HERITAGE COMMONS
RESTAURANTS
Lakerville, Minnesota

SHEET NUMBER
C2.1

CUP request is for this building



LEGEND	
EXISTING	PROPOSED
	PROPERTY LINE
	EASEMENT LINE
	BITUMINOUS PAVEMENT
	CONCRETE DRIVE/STOP
	CONCRETE PAVEMENT
	CURB LINE
	STORM SEWER
	SANITARY SEWER
	WATER MAIN
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND TELEPHONE
	UNDERGROUND FIBER OPTIC
	OVERHEAD TELEPHONE
	STORM CATCH-BASIN
	STORM MANHOLE
	HYDRANT
	GATE VALVE
	LIGHT POLE
	ELECTRIC MANHOLE
	OTHER SYMBOLS
	E CONTOUR
	Y CONTOUR
	SPOT ELEVATION
	CURB ELEVATIONS
	ARE TO GUTTER LINE
	SILT FENCE
	BOILER PLANT

BENCHMARK

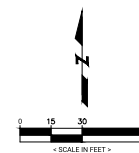
MINNESOTA DEPARTMENT OF TRANSPORTATION
CONTROL DISC NAMED 1914H
ELEVATION: 959.11 (NAVD 88)

GOVERNING SPECIFICATIONS

1. THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE CITY OF LAKEVILLE SPECIFICATIONS.
2. THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).
3. THE LATEST EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS.

GRADING NOTES

1. VEHICLE TRAILER REDUCTION DEVICE, SLT DEFENCE, AND EXISTING CATCH BASIN INLET PROTECTION SHALL BE INSTALLED PRIOR TO GRADING CONSTRUCTION, AND SHALL BE MAINTAINED UNTIL THE SITE HAS BEEN STABILIZED.
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO THE START OF GRADING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING IMMEDIATELY DISCREPANCIES OR VARIATIONS FROM THE PLAN.
3. CONTRACTOR SHALL STRIP, STOCKPILE AND RESPREAD SUFFICIENT TOPSOIL TO PROVIDE A MINIMUM OF 6" OF TOPSOIL OVER ALL DISTURBED AREAS THAT WILL BE SOIL COVERED BY GRASS OR PERMANENTLY PLANTED.
4. ALL DISTURBED AREAS MUST BE RESTORED WITHIN 14 CALENDAR DAYS AFTER LAND-DISTURBING WORK HAS TEMPORARILY OR PERMANENTLY CEASED.
5. ALL SLOPES STEEPER THAN 3:1 SHALL HAVE EROSION CATCH 1 EROSION CONTROL, SLOPE NET, AND/OR APPROVED COVER.
6. STOCKPILES SHALL BE STABILIZED WITHIN 14 DAYS OF ROUGH GRADING OR INACTIVITY.
7. ALL WORK WITHIN THE ADJACENT STREET RIGHTS OF WAY MUST BE COORDINATED WITH AND APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT.



CONTOUR
—CIVIL DESIGN—

P.O. BOX 89, ROCKFORD, MINNESOTA 55373
TEL: 612.730.2265 | WWW.CONTOURCD.COM

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

NAME: JOSEPH T RADACH PE
SIGNATURE: J. T. R.

DATE: 01/28/25 LIC #: 45889

REVISIONS	ISSUE DATE: 07/28/25	BY: JTR
1.	05/28/25	CITY COMMENTS
2.	09/23/25	OWNER CHANGES
3.	11/04/25	NOTE FOR OFFSITE PARKING STALLS BY OTHERS
4.		
5.		
6.		
7.		

2C DEVELOPMENT, LLC
11985 Technology Drive, Suite 110
Eden Prairie, MN 55344

GRADING AND DRAINAGE PLAN

SHEET NUMBER
C4.1



1 EXTERIOR ELEVATION - FRONT
3/8" = 1'-0"



2 EXTERIOR ELEVATION - BACK
3/8" = 1'-0"

EXTERIOR FINISH LEGEND

	METRO BRICK THIN BRICK - FAST SHIP BLEND 2
	METRO BRICK THIN BRICK - WIRE CUT COMMONS
	PAC-CLAD STANDING SEAM PANEL PACIFIC BLUE
	BRAKE METAL COLOR TO MATCH STOREFRONT FRAMES
	BRAKE METAL PACIFIC BLUE
	BRAKE METAL ONYX
	DOORS HONORABLE BLUE SW6811
	BRAKE METAL PAC-CLAD SANDSTONE

SIGNAGE:

SIGNAGE SHOWN IS FOR REPRESENTATION AND COORDINATION ONLY.
REFER TO PERMITTED SIGN PACKAGE FOR PRECISE LOCATION AND
SIGNAGE QUANTITY

INTERIM REVIEW ONLY

These documents are incomplete, and
are released for interim review only and
are not intended for regulatory approval,
bidding, permit, or construction purposes.

ARCHITECT OF RECORD:

NAME: ADAM KREHER

LICENSE NO. 7077

PROJECT NUMBER: 25354 78LM1

REVISION:



1 EXTERIOR ELEVATION - LEFT SIDE
3/8" = 1'-0"



2 EXTERIOR ELEVATION - RIGHT SIDE
3/8" = 1'-0"

EXTERIOR FINISH LEGEND

	METRO BRICK THIN BRICK - FAST SHIP BLEND 2
	METRO BRICK THIN BRICK - WIRE CUT COMMONS
	PAC-CLAD STANDING SEAM PANEL PACIFIC BLUE
	BRAKE METAL COLOR TO MATCH STOREFRONT FRAMES
	BRAKE METAL PACIFIC BLUE
	BRAKE METAL ONYX
	DOORS HONORABLE BLUE SW6811
	BRAKE METAL PAC-CLAD SANDSTONE

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ARCHITECT OF RECORD:

NAME: ADAM KREHER

LICENSE NO. 7077

PROJECT NUMBER: 25354 78LM1

REVISION:



Memorandum

To: Heather Botten, Senior Planner
From: Alanna Sobottka, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Copy: Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Zach Johnson, City Engineer
David Mathews, Building Official
Date: December 8, 2025
Subject: CUP for a commercial building less than 2,000 square feet in size

BACKGROUND

HVP V Epic Heritage, LLC has submitted a conditional use permit for a building on plans named Heritage Commons Restaurants. The parent parcels consist of Outlots A and C, Heritage Commons 10th Addition. It is zoned PUD, Planned Unit Development. The proposed development is located east of and adjacent to Dodd Boulevard, north of and adjacent to 202nd Street (CSAH 50), and south of and adjacent to Heritage Drive.

The proposed development will be completed by:

Developer: 2C Development, LLC
Engineer: Contour Civil Design

SITE CONDITIONS

The site was previously utilized as a gas station that has since been demolished. Two existing shared access driveways are located on the west and northeast sides of the parcel. There are no existing wetlands or trees located in or near the parcel. The site is located within the South Creek Stormwater District with the site generally draining southwest to northeast.

EASEMENTS

Prior to issuance of the conditional use permit:

- A shared access easement shall be placed over the private parking lot.

STREET AND SUBDIVISION LAYOUT

Dodd Boulevard (CSAH 9)

Heritage Commons 11th is located east of and adjacent to Dodd Boulevard (CSAH 9), a Dakota County highway classified as a minor arterial. The 2022 Dakota County Plat Needs Map (rev. 10-27-22) identifies a half right-of-way need of 75 feet. The Developer dedicated the necessary right-of-way with the preliminary plat. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission on April 23, 2025. The Developer is responsible for any requirements stipulated by Dakota County.

202nd Street (CSAH 50)

Heritage Commons 11th Addition is located north of and adjacent to 202nd Street (CSAH 50), a minor arterial County roadway as identified in the City's Transportation Plan. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission at its April 23, 2025 meeting. The developer dedicated the necessary right-of-way with the preliminary plat. The Developer is responsible for any requirements stipulated by Dakota County.

Heritage Drive

Heritage Commons 11th Addition is located south of Heritage Drive, a minor collector roadway as identified in the City's Transportation Plan. The right-of-way for Heritage Drive was dedicated with the Heritage Commons final plat; no additional right-of-way is required with the final plat. No construction improvements are proposed with the development of Heritage Commons 11th Addition.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction shall be determined with the final construction plans approved with the final plat.

PARKS, TRAILS AND SIDEWALKS

The Park Dedication requirement has not been satisfied on the parent parcels and will be required with the final plat for Heritage Commons 11th.

Development of Heritage Commons 11th Addition does not include the construction of public trails or sidewalks. Existing sidewalks are located along Dodd Boulevard and 202nd Street adjacent to the plat.

UTILITIES

SANITARY SEWER

Heritage Commons 11th Addition is located within subdistrict ML-70050 of the Lake Marion sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES Farmington Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility.

An existing sanitary sewer manhole extends to the northeast portion of the parcel. Development of Heritage Commons 11th Addition includes the extension of 6-inch privately owned and maintained sanitary sewer service to provide service to Lot 1, Block 1. The construction of utility service shall not be permitted prior to recording of the final plat and approval of construction plans by City Engineering.

The Sanitary Sewer Availability Charge will be required to be paid with the building permit application.

Final sewer service connection locations and sizes will be reviewed by City staff with the final construction plans approved with the final plat.

WATERMAIN

An existing 8-inch watermain stub extends into the parcel from Heritage Drive on the northeast portion of the parcel. Development of Heritage Commons 11th Addition includes the extension of privately owned and maintained 6-inch watermain to provide service to the development. The construction of utility services shall not be permitted prior to recording of the final plat and approval of construction plans by City Engineering.

Final water service connection locations and sizes will be reviewed by City staff with the final construction plans approved with the final plat.

DRAINAGE AND GRADING

Heritage Commons 11th Addition is located within subdistricts SC-094 and SC-169 of the South Creek Drainage District, as identified in the City's Water Resources Management Plan.

Development of Heritage Commons 11th Addition will include the construction of one privately owned and maintained underground stormwater infiltration system located within Lot 1, Block 1, Heritage Commons 11th Addition. The construction shall not be permitted prior to recording of the final plat and approval of construction plans by City Engineering.

The Developer shall sign a stormwater maintenance agreement for the underground stormwater system and dedicate a drainage and utility easement over the stormwater management area prior to the recording of the final plat. The underground stormwater

system will provide water quality treatment, volume reduction, and rate control of the stormwater runoff generated from the proposed site improvements.

The final grading plan approved with the final plat must indicate any proposed borrow areas in which the building footings will be placed on fill material. The grading specifications must indicate that all embankments meet FHA/HUD 79G specifications. A final certificate of occupancy shall not be issued until an as-built certified grading plan has been submitted and approved by the City Engineer.

Heritage Commons 11th 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.

A grading permit for Heritage Commons 11th Addition will not be approved until a suitable soil report for the site outlining any potential contamination is submitted to the City for review.

STORM SEWER

Privately owned and maintained storm sewer will be constructed with the development of Heritage Commons 11th Addition. Private storm sewer constructed within Lot 1, Block 1, Heritage Commons 11th Addition will convey runoff to the privately owned and maintained underground stormwater system. The construction shall not be permitted prior to recording of the final plat and approval of construction plans by City Engineering.

The Trunk Storm Sewer Area Charge has not been collected on the parent parcel and must be paid with the final plat.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the final construction plans approved with the final plat.

FEMA FLOODPLAIN ANALYSIS

Heritage Commons 11th Addition is shown on the Flood Insurance Rate Map (Map Nos. 27037C0192E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no wetlands on the site.

TREE PRESERVATION

There are no trees within the parent parcel.

EROSION CONTROL

The plans include a detailed erosion and sediment control plan. The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. The permit requires that all erosion and sediment best management practices (BMPs) be clearly outlined in a site's SWPPP. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. Changes made throughout construction must be documented in the SWPPP. An on-site preconstruction meeting shall be held with the City prior to work commencing on the site. No grading can take place until the City has reviewed and approved the SWPPP for the site.

The MS4 Administration Fee has not been collected on the parent parcel and must be paid with the final plat.

RECOMMENDATION

Engineering recommends approval of the CUP subject to the requirements and stipulations within this report. Applicable securities and cash requirements will be due with the final plat application.

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT
FINDINGS OF FACT AND RECOMMENDATION

On December 18, 2025, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of SMNPT 1, LLC for a conditional use permit to allow the construction of a commercial building less than 2,000 square feet of floor area. The Planning Commission conducted a public hearing on the conditional use permit application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak.

FINDINGS OF FACT

1. The subject property is located in Comprehensive Planning District 4, which guides the property for Commercial.
2. The subject site is zoned PUD, Planned Unit Development.
3. Legal description of the property is:

Outlot C, Heritage Commons 10th Addition, Dakota County, Minnesota

4. Chapter 4 of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed convenience restaurant with a drive-through use is consistent with the guided commercial use of the property.

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

Finding: The proposed convenience restaurant 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: Provided compliance with the stipulations of the conditional use permit and PUD agreement, the proposed use will conform to all other performance standards contained in the Zoning Ordinance and the City Code.

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

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

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

Finding: The streets serving this site are adequate to accommodate traffic from the proposed use.

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

RECOMMENDATION

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

DATED: December 18, 2025

LAKEVILLE PLANNING COMMISSION

BY: _____
Christine Zimmer, Chair



Date: 1/5/2026

Putrah Shores Preliminary and Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the preliminary and final plat of Putrah Shores.

Overview

Tyler Putrah has submitted a preliminary and final plat for a one-lot subdivision to be known as Putrah Shores. The plat consolidates two adjacent legal non-conforming parcels, totaling 0.43 acres, into a single buildable lot. The property is located along the north shore of Lake Marion, south of 199th Street. Mr. Putrah owns the parcels and intends to construct a new single-family home on the property.

The Planning Commission held a public hearing on the preliminary plat at its December 18, 2025 meeting. There was no public comment. The Engineering Division has not prepared a staff memo for the proposed plat as there are no public street, stormwater, or utility improvements proposed to be done by the applicant in relation to the plat.

City staff have determined that the plat of Putrah Shores complies with Subdivision and Zoning Ordinance requirements. Final plat approval is subject to the stipulations listed in the attached resolution.

Supporting Information

1. Resolution, Preliminary, and Final Plat
2. Draft Planning Commission Minutes
3. Planning Report

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

(Reserved for Dakota County Recording Information)

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 26-_____

**RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT OF
PUTRAH SHORES**

WHEREAS, the owner of the plat described as Putrah Shores has requested preliminary and final plat approval; and

WHEREAS, the preliminary plat was reviewed by the Planning Commission and recommended for approval on December 18, 2025; and

WHEREAS, the preliminary and final plat meets Subdivision Ordinance requirements.

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

1. The Property Data and Asset/Infrastructure Management fee and any other fees related thereto for a one lot plat shall be required to be paid prior to the release of the final plat for recording.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 5th day of January 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 26-_____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 5th day of January 2026 as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(SEAL)

OFFICIAL PLAT

PUTRAH SHORES

KNOW ALL PERSONS BY THESE PRESENTS: That Tyler Putrah and Alessandra Putrah, owner of the following described property:

Lot 22, Block 12, Lenihan's Lots, Antlers Park; AND Lot 23, Block 12, Antlers Park EXCEPT that part of Lot 23, Block 12, Antler's Park, lying Southeasterly of a line described as follows: Commencing at a point on the Northeasterly line of said Lot 23, said point being 25 feet Southeasterly of the most Northwesterly corner of said Lot 23 as measured along said Northeasterly line, running thence in a Southwesterly direction parallel to and 25 feet distant from the Northwesterly line of said Lot 23 to the Southwesterly line of said Lot 23 and there terminating, Dakota County, Minnesota.

Have caused the same to be surveyed and platted as PUTRAH SHORES and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said Tyler Putrah and said Alessandra Putrah, have caused these presents to be signed this _____ day of _____, 20____.

By: _____
Tyler Putrah

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____, by Tyler Putrah, on behalf of himself.

Signature

Printed Name
Notary Public, County of Hennepin, State of Minnesota
My commission expires January 31, 2025.

By: _____
Alessandra Putrah

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____, by Alessandra Putrah, on behalf of herself.

Signature

Printed Name
Notary Public, County of Hennepin, State of Minnesota
My commission expires January 31, 2025.

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

Dated this _____ day of _____, 20____.

Michael H. Brandt, Licensed Land Surveyor
Minnesota License 41905

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____, by Michael H. Brandt.

Signature

Printed name

Notary Public, County of Hennepin, State of Minnesota
My commission expires January 31, 2025.

CITY COUNCIL, CITY OF LAKEVILLE, STATE OF MINNESOTA

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

By: _____ Mayor By: _____ Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with the Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

_____, Dakota County Surveyor
Todd B. Tollefson

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

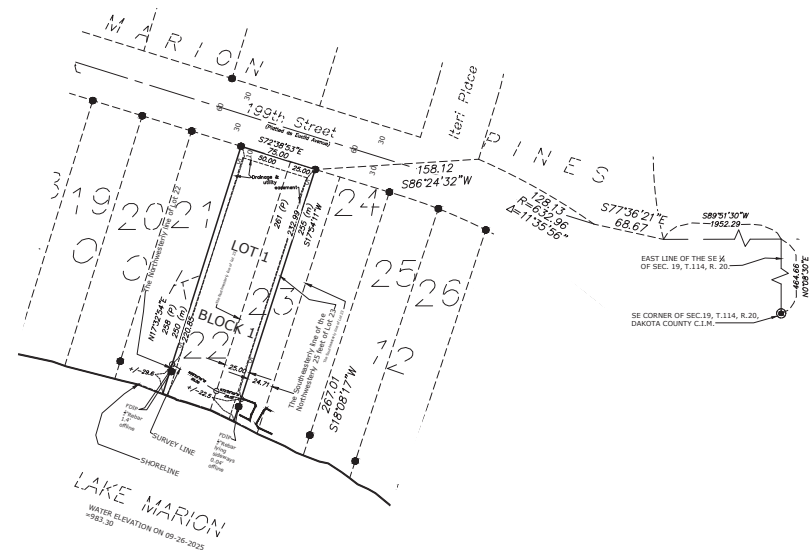
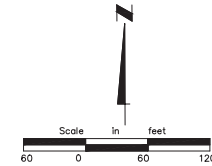
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

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

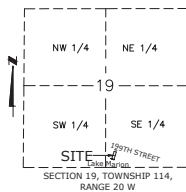
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of PUTRAH SHORES was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

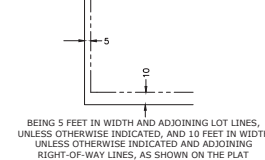
Amy A. Koethe, County Recorder



VICINITY MAP (NOT TO SCALE)



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THIS: (NOT TO SCALE)



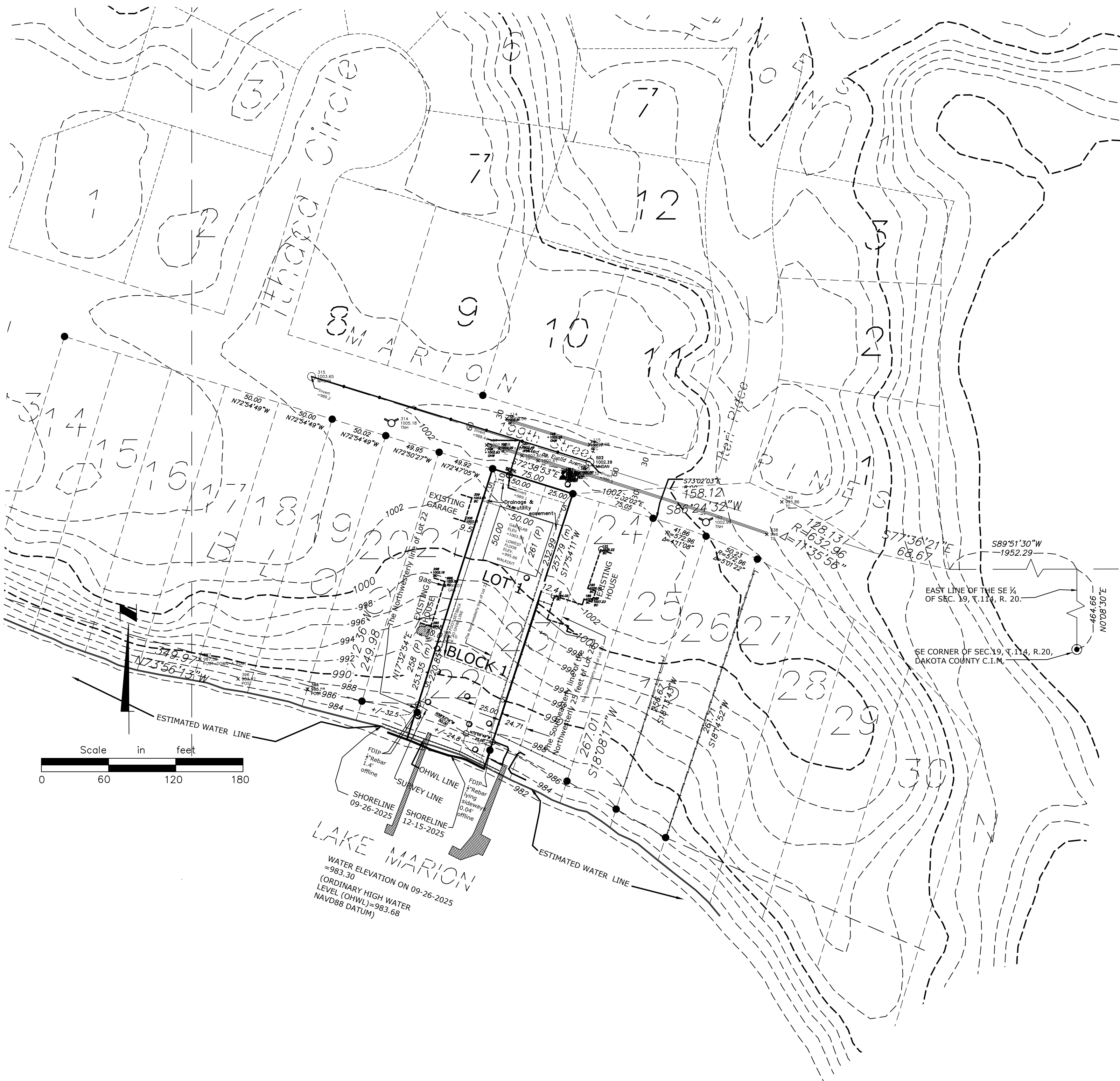
THE EAST-WEST QUARTER SECTION LINE OF SECTION 35, TOWNSHIP 115, RANGE 21, DAKOTA COUNTY, MINNESOTA IS ASSUMED TO BEAR N89°51'46\"W

- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY R.L.S. NO. 41905
- DENOTES IRON MONUMENT FOUND AS NOTED
- ⊙ DENOTES DAKOTA COUNTY CAST IRON MONUMENT FOUND (DEED) DENOTES BEARING /DISTANCE PER DEED (meas.) DENOTES MEASURED BEARING /DISTANCE

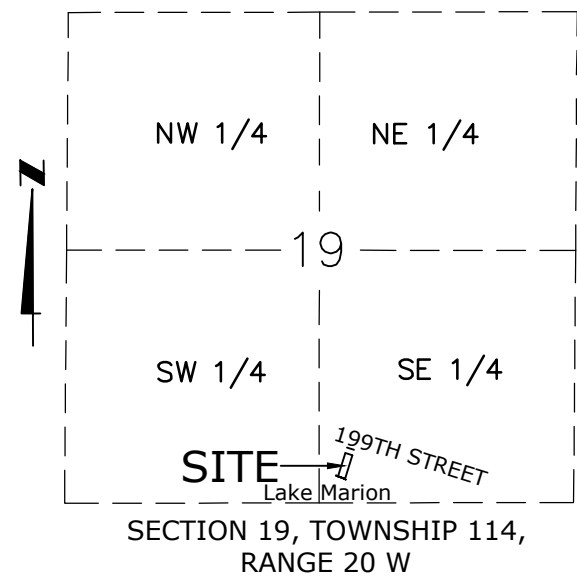
BRANDT SURVEYING & ASSOCIATES
1713 Southcross Drive West, Suite A
Burnsville, MN 55306
(952) 435-1966 P96-01-25

Sheet 1 of 1 Sheets

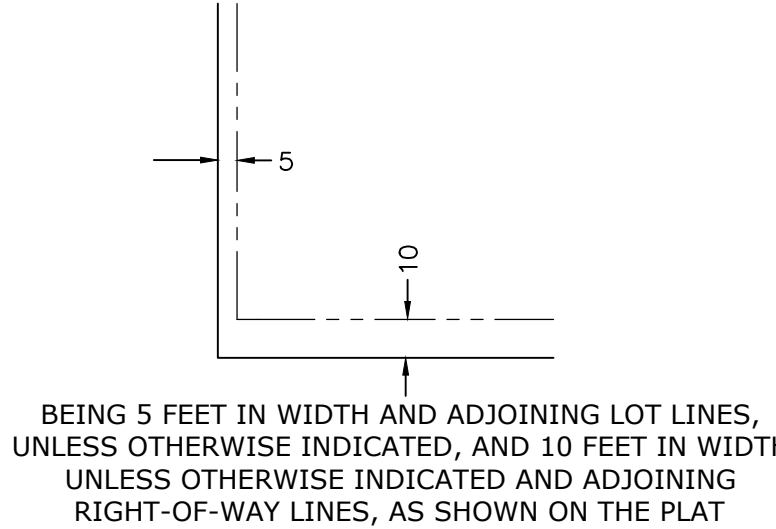
PRELIMINARY PLAT OF PUTRAH SHORES



VICINITY MAP (NOT TO SCALE)



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS: (NOT TO SCALE)



- BASIS OF BEARINGS REFERENCE NOTE.
- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY R.L.S. NO. 41905
 - DENOTES IRON MONUMENT FOUND
 - DENOTES DAKOTA COUNTY CAST IRON MONUMENT FOUND
 - ▲ DENOTES PK NAIL SET

PROPERTY DESCRIPTION:

Lot 22, Block 12, Lenihan's Lots, Antlers Park; AND Lot 23, Block 12, Antlers Park EXCEPT that part of Lot 23, Block 12, Antler's Park, lying Southeastly of a line described as follows: Commencing at a point on the Northeastly line of said Lot 23, said point being 25 feet Southeastly of the most Northwestly corner of said Lot 23 as measured along said Northeastly line, running thence in a Southwestly direction parallel to and 25 feet distant from the Northwestly line of said Lot 23 to the Southwestly line of said Lot 23 and there terminating, Dakota County, Minnesota.

NOTES AND LEGEND

CURRENT ZONING: RS-3-SINGLE FAMILY RURAL RESIDENTIAL
PROPOSED ZONING: RS-3-SINGLE FAMILY RURAL RESIDENTIAL
AREA OF PLAT: 0.435 ACRES, 18,960 SQ.FT.(0.50 ACRES PER COUNTY)
AREA OF LOT 1: 0.435 ACRES, 18,960 SQ.FT.(0.50 ACRES PER COUNTY)
Site run-off and erosion to be dealt with at time of building permit application.
Surface water drainage to be dealt with at time of building permit application.

SETBACKS PER CITY ORDINANCE:
PRINCIPAL STRUCTURES:
FRONT YARD: 30 FEET
SIDE YARD: 10 FEET
REAR YARD: 75 FEET FROM THE OHW, ORDINARY HIGH-WATER

- NOTE:
- There are no proposed primary Septic Drainfields, for Lot 1, and neither are there proposed streets or grading for this Preliminary and Final Plat.
 - The Drainage and Utility Easements shown are proposed. The entire plat will be just one lot in one block.
 - Square area shown on the property is a possible building area with a size of 50 feet by 50 feet.
 - The width of the proposed lot is 74.86 feet at the 30 foot front setback line. There is city sanitary sewer and water available to the site as shown hereon.
 - Any Grading, Stormwater Pollution Prevention, Landscape, and Tree Preservation Plans to be obtained as needed. Site Plan to be provided after plat is complete and architectural plans are available, and at the time applicant applies for a Permit to build a new home on the site.
 - Revision of 12-10-2025 to update Area of Plat, and of Lot 1, and also update Setback information, and remove the former note #6, all per city request.
 - Revision of 12-11-2025 to update Area of Plat and of Lot 1 to the shoreline of Lake Marion.
 - Revision of 12-15b-2025 to update property side lot line dimension labels, and to add Dakota County GIS area of the property, and to add Note 9.
 - Note, earlier survey by Jeffery D. Lindgren shows the shoreline as being 269 feet from the street in the year 2013, and the original plat of LENIHAN'S LOTS from the year 1941 shows the shoreline 60 feet or so farther from the depiction herein.

NAMES AND ADDRESSES PROPERTY OWNERS AND SUBDIVIDERS:

OWNERS:
Tyler and Alessandra Putrah
21059 Itami Trail
Lakeville, MN 55044

SUBDIVIDERS:
Tyler and Alessandra Putrah
21059 Itami Trail
Lakeville, MN 55044

SURVEYOR:
Michael H. Brandt
6837 Creston Road
Edina, MN 55435

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.

Michael H. Brandt
Date 21 October 2025 Michael H. Brandt
Rev 10 December 2025 Reg. No. 41905
Rev 15b December 2025

BRANDT SURVEYING & ASSOCIATES
1713 Southcross Drive West, Suite A
Burnsville, MN 55306
(952) 435-1966

CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
December 18, 2025

Chair Zimmer called the meeting to order at 6:00 p.m. in the Council Chambers at City Hall. The Pledge of Allegiance to the flag was given.

Members Present: Chair Christine Zimmer, Vice Chair Scott Einck, Pat Kaluza, John Swaney, Jason Swenson, Mark Traffas, Amanda Tinsley

Members Absent: None

Staff Present: Kris Jenson, Planning Manager; Tina Goodroad, Community Development Director (via Teams), Heather Botten, Senior Planner; Jon Nelson, Assistant City Engineer; Dawn Erickson, Community Development Recorder

5a. Putrah Shores

Chair Zimmer opened the public hearing to consider the application of Tyler Putrah for a preliminary plat of one lot located on 199th Street along the shores of Lake Marion.

Tyler Putrah, 21059 Itami Trail, introduced the project.

Senior Planner Heather Botten presented the staff report. The plat consolidates two adjacent parcels, totaling 0.43 acres, into a single lot. Mr. Putrah intends to construct a new single-family home on the property, which is zoned RS-3, Single-Family Residential and located in the Shoreland Overlay District of Lake Marion. The two parcels are legal, non-conforming lots, both originally platted in 1909 as part of the Antlers Park plat. In 1941, the west parcel was replatted as part of the Lenihan's Lots Antlers Park plat. Because the lots are part of two different plats, Dakota County requires the parcels be platted to be combined.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Swaney to close the public hearing at 6:07 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Kaluza expressed his support for the project.

Motion was made by Swaney, seconded by Swenson to recommend to City Council approval of the Putrah Shores preliminary plat, subject to the following stipulations:

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. Related fees for a one lot plat shall be required to be paid prior to the release of the final plat for recording.

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

Nays: 0

DRAFT



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Date: December 10, 2025
Subject: Packet Material for the December 18, 2025 Planning Commission Meeting
Agenda Item: Preliminary and Final Plat for Putrah Shores
Action Deadline: January 6, 2026

BACKGROUND

Tyler Putrah has submitted a preliminary and final plat for a one-lot subdivision to be known as Putrah Shores. The plat consolidates two adjacent parcels, totaling 0.43 acres, into a single lot. The property is located along the north shore of Lake Marion, south of 199th Street. Mr. Putrah owns the parcels and intends to construct a new single-family home on the property.

The Engineering Division has not prepared a staff memo for the proposed plat as there are no public street, stormwater, or utility improvements proposed to be done by the applicant.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Certificate of Survey
- D. Preliminary Plat
- E. Final Plat

Zoning and Surrounding Uses. The property is zoned RS-3, Single-Family Residential and located in the Shoreland Overlay District of Lake Marion. The proposed project is surrounded by developed, single-family lots, zoned RS-3, Single-family Residential and guided Low Density Residential.

Existing Conditions. The two parcels are legal, non-conforming lots, both originally platted in 1909 as part of the Antlers Park plat. In 1941, the west parcel was replatted as part of the Lenihan's Lots Antlers Park plat. Because the lots are part of two different plats, Dakota County requires the parcels be platted to be combined.

Individually, the properties are legal non-conforming lots of record and the two parcels could be potential buildable sites, provided setbacks and impervious surface requirements are met. Combining these two lots into one larger lot will bring the property closer to a conforming lot, which is a goal of the shoreland program and planning policy in general.

Because the lot to be created does not meet the minimum lot size and width requirements, Staff consulted with the City Attorney to confirm whether any other actions were required in conjunction with the preliminary plat. Upon review of the ordinance language, it was confirmed for staff that no additional actions were required. The Shoreland Overlay District includes provisions for lots of record as of June 19, 1978, that don't meet the minimum lot and setback requirements of the Shoreland Overlay District, to be allowed as a building site. The lot must also meet the requirements of 11-16-5, which addresses general performance standards for platted and unplatted properties such as lot frontage on public streets, placement of structures to not obstruct future public street access, etc.

PLANNING ANALYSIS

PRELIMINARY PLAT

Zoning and Comprehensive Plan consistency. The property is currently guided Low Density Residential and located in Planning District No. 4 of the Comprehensive Land Use Plan. The property is in the current Metropolitan Urban Service Area (MUSA) which means that City municipal services, including sanitary sewer service, are available to serve the property. The property is zoned RS-3, Single-Family Residential. The proposed plat meets the recommended goals and objectives of the zoning code and comprehensive plan.

Existing Site Conditions. The property is currently undeveloped, and abutting Lake Marion. The site is in the shoreland overlay district. The surrounding parcels are developed, single-family residential lots.

Lot and Block. The minimum lot size and width requirements are governed by the RS-3 district and the Shoreland Overlay District requirements. The most restrictive of the requirements would apply to the property. The existing parcels are legal non-conforming lots that do not meet the minimum lot size or width requirements. The minimum lot size requirement in the shoreland overlay district is 20,000 square feet for riparian (lakeshore) lots. The proposed lot would be 18,725 square feet, an improvement from the two current smaller lot sizes. Combining the two parcels into one, the lot would still not meet the minimum lot

width requirement of 85 feet in the RS-3 district. The combined lot width of the parcels is 75 feet, improving the current non-conformity of a 50-foot-wide lot and a 25-foot-wide lot.

Setbacks. The setback requirements for the property will be 30 feet from the front yard, 75 feet from the ordinary high-water level, and since the existing lots were platted prior to January 18, 1980, the side yard setback will be 10 feet. Impervious surface on the property shall not exceed 25%.

Streets. The property has access to 199th Street, a local city street.

Grading, Drainage and Utilities. City sanitary sewer and water are available to the site, located in the right-of-way. Grading, drainage, and utility plans will be reviewed with the building permit. Storm sewer charges are paid at the time of platting and are based on square footage of the lot with the fee listed in the City's current fee schedule.

Park Dedication, Trails and Sidewalks. The City's Comprehensive Parks, Trails, and Open Space Plan does not identify any future park land within the area of the plat. No public trails or sidewalks are being constructed with this plat. Park dedication fees will be required for one low density residential lot per the amount listed in City's current fee schedule.

DNR Review. The plat has been sent to the DNR for review and comment. Official comments on the plat have not been received. Early communication with the DNR prior to plat submittal, they were in support of the lot consolidation.

RECOMMENDATION

Community Development staff recommend approval of Putrah Shores preliminary plat, subject to the following stipulations:

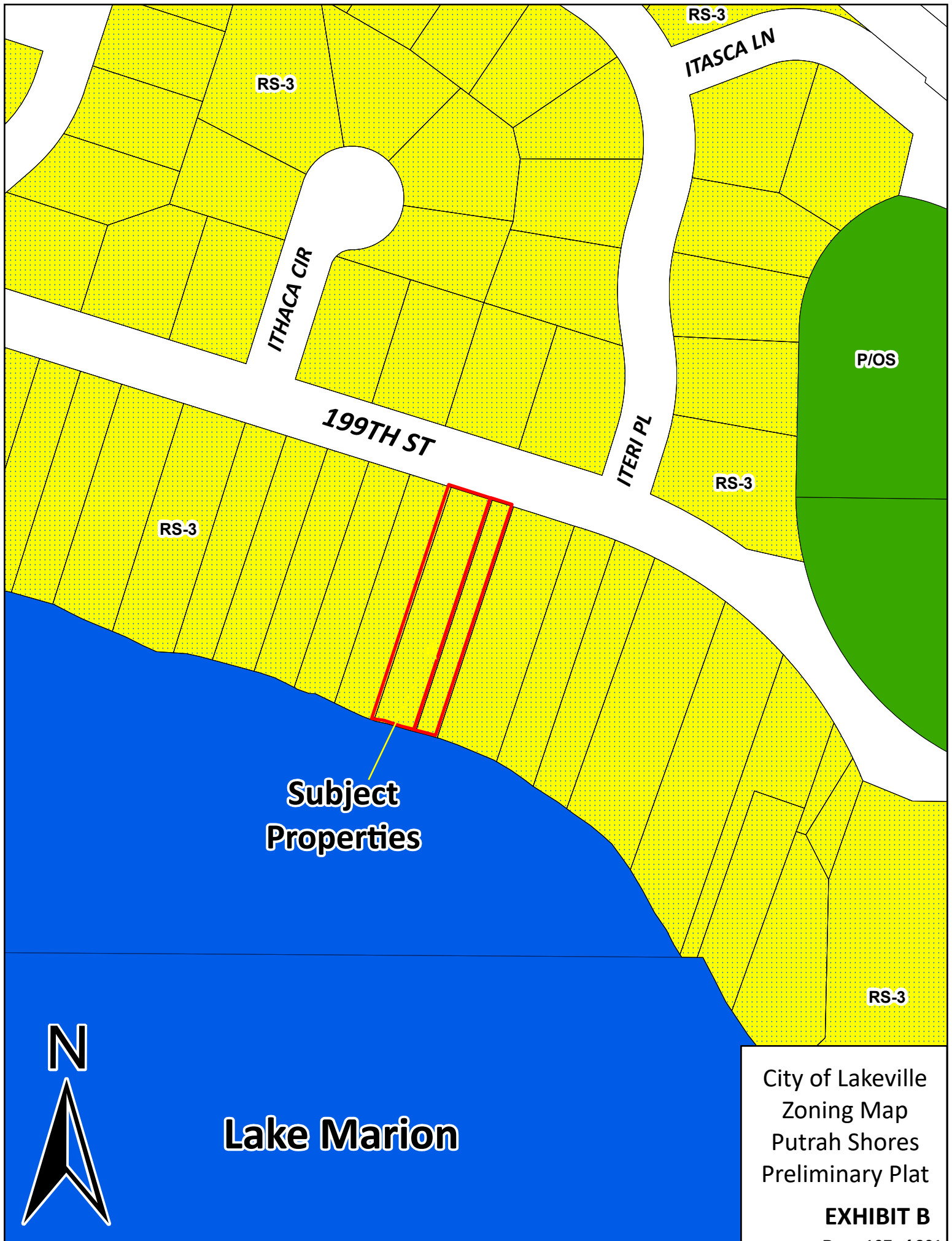
1. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
2. Related fees for a one lot plat shall be required to be paid prior to the release of the final plat for recording.



Lake Marion

City of Lakeville
Location Map
Putrah Shores
Preliminary Plat

EXHIBIT A

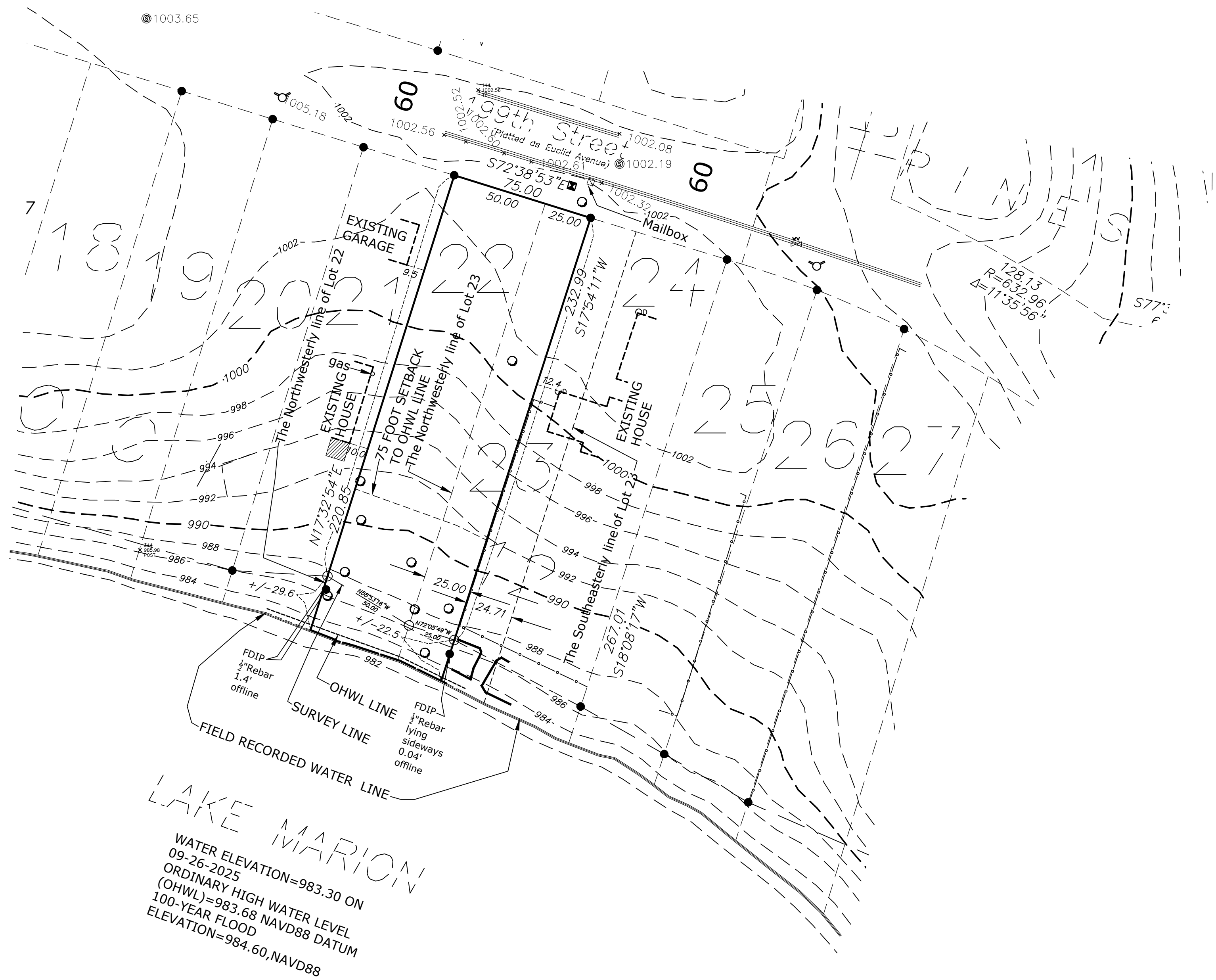


City of Lakeville
Zoning Map
Putrah Shores
Preliminary Plat

EXHIBIT B

CERTIFICATE OF BOUNDARY and TOPOGRAPHICAL SURVEY
of Existing Conditions

P96-01-25



LEGEND:

- * DENOTES LIGHT POLE
- ⊠ DENOTES AC (AIR CONDITIONING) PEDESTAL
- ⊙ DENOTES SANITARY MANHOLE
- DENOTES OVERHEAD WIRE
- DENOTES RETAINING WALL
- DENOTES FOUND IRON MONUMENT
- ⊙ DENOTES IRON MONUMENT LIC.NO.41905 SET
- DENOTES IRON MONUMENT LIC.NO.41905 TO BE SET
- ⊠ DENOTES COMMUNICATIONS BOX OR CYLINDER
- ⊠ DENOTES ELECTRIC TRANSFORMER
- ⊠ DENOTES DAKOTA COUNTY CAST IRON MONUMENT FOUND
- DENOTES CHAIN LINK FENCE
- ▨ DENOTES DECK AREA
- DENOTES CURB
- DENOTES POWER POLE
- * DENOTES LIGHT POLE
- ⊕ DENOTES HYDRANT
- ⊠ DENOTES GATE VALVE
- DENOTES TREE
- DENOTES DRAIN

AREAS:

EXISTING COVERAGE AREAS:
PARCEL AREA= 18,728 SQ.FT./ 0.430 ACRES
TOTAL EXISTING IMPERVIOUS SURFACE= 0,000 SQ.FT.(0.0%)

PROPERTY ADDRESS:
____199th Street W., Lakeville MN 55044
PROPERTY ID#:
22-44900-12-220 and 22-11500-12-231

PROPOSED PROPERTY DESCRIPTIONS:

Lot 22, Block 12, Lenihan's Lots, Antlers Park; AND Lot 23, Block 12, Antlers Park EXCEPT that part of Lot 23, Block 12, Antler's Park, lying Southeasterly of a line described as follows: Commencing at a point on the Northeasterly line of said Lot 23, said point being 25 feet Southeasterly of the most Northwest corner of said Lot 23 as measured along said Northeasterly line, running thence in a Southwesterly direction parallel to and 25 feet distant from the Northwest line of said Lot 23 to the Southwesterly line of said Lot 23 and there terminating, Dakota County, Minnesota.

NOTES:

- Property does not yet have an address, or house number and is Abstract property.
- Benchmark Elevation at RIM of Sanitary Manhole in 199th Street near the southeasterly property line equals 1,002.19, as recorded and calibrated from DNR Benchmark at centerline of weir outlet structure, hi point, at Orchard Lake Beach near 17240 Judicial Road, Lakeville, MN.
- Existing ground surface contours from lidar, with recorded field shots on benchmark system, which is NAVD88 datum.

EXHIBIT C

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 09 October 2025 Michael H. Brandt
Reg. No. 41905

BRANDT ENGINEERING & SURVEYING
1713 Southcross Drive West, Suite A
Burnsville, MN 55306
(952) 435-1966

P96-01-25



Date: 1/5/2026

Flagship Recreation Proposal for the Purchase and Installation of Playground Equipment for the Lakeville Area Arts Center

Proposed Action

Staff recommends adoption of the following motion: Move to approve Flagship Recreation Proposal for the Purchase and Installation of Playground Equipment for the Lakeville Area Arts Center.

Overview

In late 2023, the City purchased the Alternative Learning Center, located next to the Lakeville Area Arts Center (LAAC), and repurposed it as the Fine Arts Building (FAB). Play equipment on the property purchased from the school district is due for replacement under the City's standard replacement schedule. The general lifespan of a playground is 20-25 years or until repairs are no longer financially practical. The playground is frequently used by youth attending classes at the LAAC and FAB as well as neighbors to these facilities. The proposed play equipment will be fully accessible with poured-in-place surfacing. This material has been hugely popular at other City parks, including King and Antlers Parks and will be a tremendous upgrade to this playground.

The total cost of the replacement and installation will be \$186,179.68, which includes poured-in-place and drain tile installation. Staff worked with Lakeville based QA-1 to secure a \$90,000 donation to cover the cost of the playground. In 2021, QA-1 donated accessible play equipment to Cedar Crossing Park and expressed interest in participating in a similar project. Installation is expected to be completed in early 2026.

Supporting Information

1. Flagship Recreation Proposal for LAAC Play Equipment

Financial Impact: \$186,179.68 **Budgeted:** Yes **Source:** Donations & 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



landscape
structures®

[illegible]

Page 1 of 2

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope *(This Section For Quotes Including Installation)***Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	Joe Masiarchin - Parks & Recreation Director
Signature:	Date:
Purchase Amount: \$90,450.93	



State Contract #218091



PROJECT INFORMATION

Lakeville Area Arts Center

20965 Holyoke Ave

Lakeville, MN 55044

Contract Year: 2026

EQUIPMENT INFORMATION & PRICING

Qty	Item No.	Description	Price	Ext Price
1	323659A	Volo DB	\$89,531	\$89,531.00
1	352219A	Flexx Swing w/Single Post Frame 52" Bury	\$7,313	\$7,313.00
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	\$0	\$0.00

Total Equipment Cost at State Contract Pricing

\$96,844.00



QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
		Lakeville Area Arts Center - OPT 1 (Volo & Flexx Swing)		
1	MOB	Mobilization	\$750.00	\$750.00
1	DUMPSTER	Dumpster - Disposal / Equipment Packing (30 Yard)	\$750.00	\$750.00
	SITE WORK	Excavation (new container)		By Others
	BORDER	Concrete Curb Border		By Others
	CONCRETE	Concrete Flatwork (4" Thick)		By Others
103 Tons	SUBGRADE	Compacted Class 5 Subgrade Base for PIP or Turf Surfacing (4"-6" Depth)	Per Quote	\$7,394.13
210 LF	SUBGRADE	Drain Tile & Installation (4" Corrugated Perforated Pipe w/ Sock) *Full perimeter connected to a 4" outlet pipe provided by others. Pipe to be placed in a trench below top of subgrade & covered with clear rock	Per Quote	\$3,393.60
1	INSTALL	Playground Installation by Landscape Structures Certified Installers	18.18%	\$16,194.34
2,643 SF	SURFACING	DuraPlay PIP (50/50 Mix) *Includes 3 days of site security by DuraPlay	Per Quote	\$57,024.05
1	BONDING	Payment & Performance Bonds		\$2,629.57
	FENCE	CONSTRUCTION FENCE ALTERNATE Construction Fence (LF) *Not included in the total below.	\$2,146.05	
			Subtotal	\$88,135.68
			Freight	\$1,200.00
			Sales Tax	Tax Exempt
			Total	\$89,335.68

Page 1 of 2

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope *(This Section For Quotes Including Installation)***Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	
Signature:	Date:
Purchase Amount: \$89,335.68	



EQUIPMENT COLOR SIGN OFF
Lakeville Area Arts Center



Please sign below if you approve of the colors represented in the photo above.

Colors

See Color Summary Sheet

PIP Colors (specify colors & Sq. Ft. of each)

1,542 SF - 50% Purple (DP21) & 50% Black

1,101 SF - 50% Light Grey (DP65) & 50% Black

Customer Signature:_____

Date:_____

Smart Play (5-12 years)*** Palette Overridden ***

PHASE-1 Direct Bury Aluminum

!! Palette NOT Selected !!**ProShield® Finish**Posts/Arches:  **Purple ***Clamps/Ball Connectors:  **Orange ***Play Components:  **Yellow *****Polyethylene**Slide Hoods/O-Zone®:  **Tangerine ***Slides/Tunnels/Gliders/E-Pods®:  **Tangerine ***Secondary Slides/Tunnels/Gliders/E-Pods®:  **Tangerine *****Permalene®**Primary Permalene:  **Recycled Yellow w/Black ***Secondary Permalene:  **Recycled Yellow w/Black ***Tertiary Permalene:  **Recycled Slate w/Black *****TenderTuff**Decks/Step Ladders:  **Gray *****Cables**Cables:  **Black *****Swings**Posts:  **Purple ***Beams:  **Orange ***Clamps:  **Purple ***Cables:  **Black ***Molded Bucket Seats:  **Tangerine *****QTY NUMBER DESCRIPTION****Freestanding Play****Signs**1 182503C **Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury**Posts/Arches:  Purple=027**Swings**1 352219A **Flexx™ Swing w/Single Post Frame 52" Bury**Posts:  Purple=027Beams:  Orange=093Clamps:  Purple=027Cables:  Black=005



Smart Play®
Ages 5-12 Yrs

1 323659A Volo® Direct Bury ¹

Posts/Arches:		Purple=027
Clamps/Ball Connectors:		Orange=093
Play Components:		Yellow=007
Slide Hoods/O-Zone®:		Tangerine=319
Slides/Tunnels/Gliders/E-Pods®:		Tangerine=319
Secondary Slides/Tunnels/Gliders/E-Pods®:		Tangerine=319
Primary Permalene:		Recycled Yellow w/Black=807
Secondary Permalene:		Recycled Yellow w/Black=807
Tertiary Permalene:		Recycled Slate w/Black=837
Decks/Step Ladders:		Gray=166
Cables:		Black=005
Molded Bucket Seats:		Tangerine=319

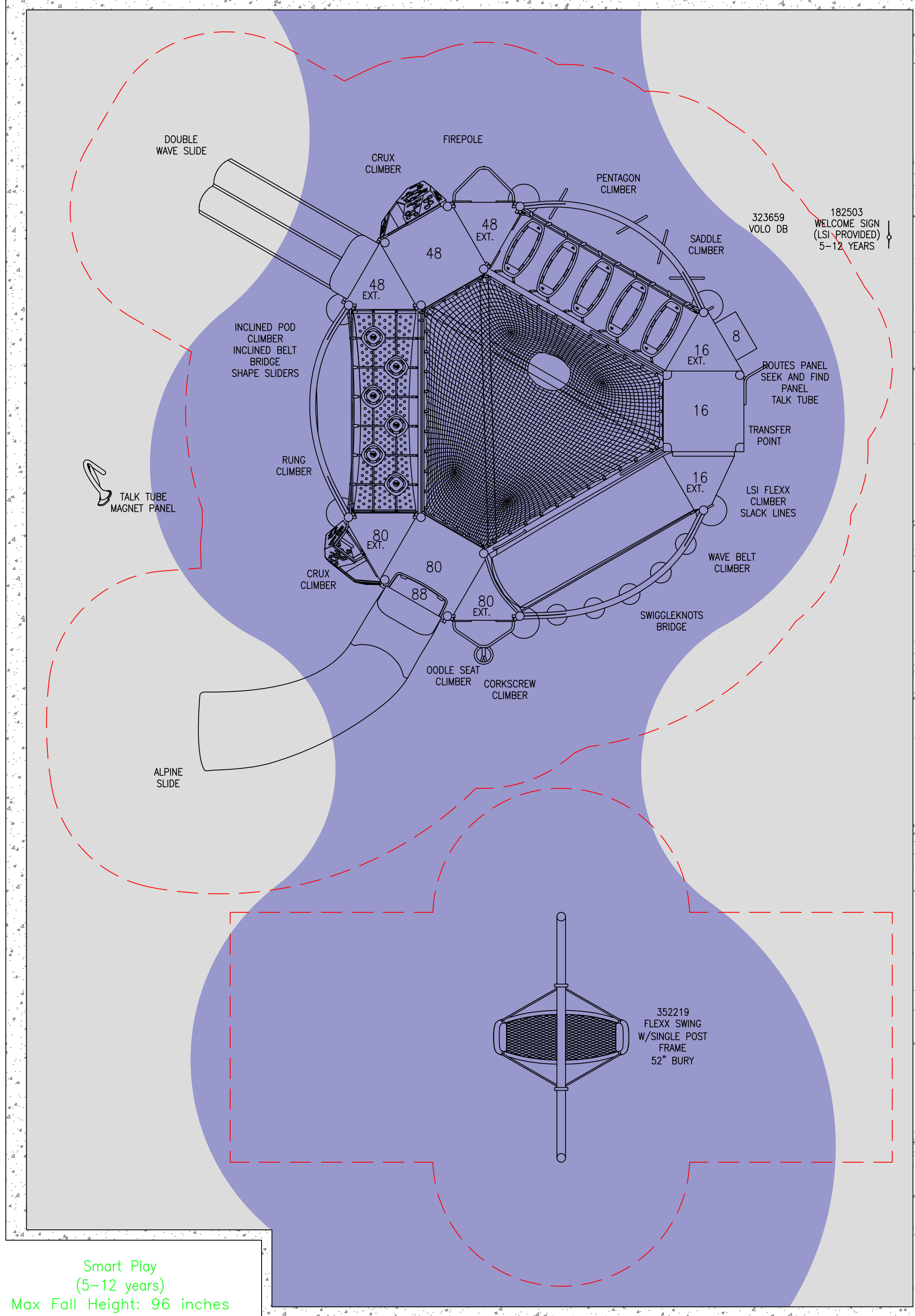
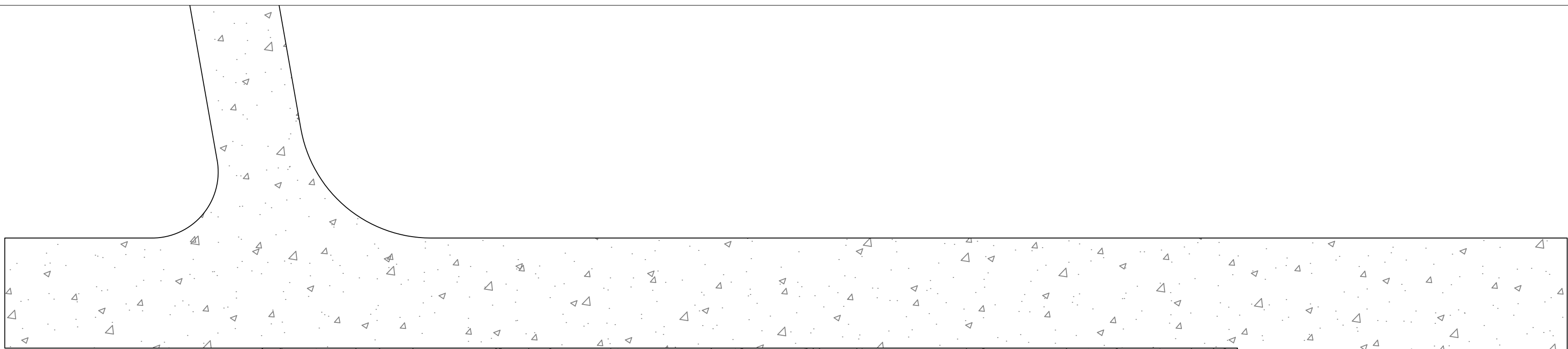
- Estimated labor-hours do not include hours for custom product installation and/or site or subsurface preparation.
- The quoted price is protected for thirty (30) days if a Complete Order is placed within that time period. A product order is a Complete Order if entered in the applicable LSI software portal and includes final product, colors, artwork and specifications identified, which is fully ready for LSI manufacturing within normal lead times.
- ¹Any Quote or products that have a total weight above 5,000 lbs shall require a freight quote. Freight tables cannot be used. Custom freight quotes are valid for thirty (30) days and are subject to changes set by the carrier. Unless stated otherwise or in any separate custom freight quote related to this Quote, all prices are FOB Origin (Delano, Minnesota or Dallas, TX).
- [View additional quote terms here.](#)



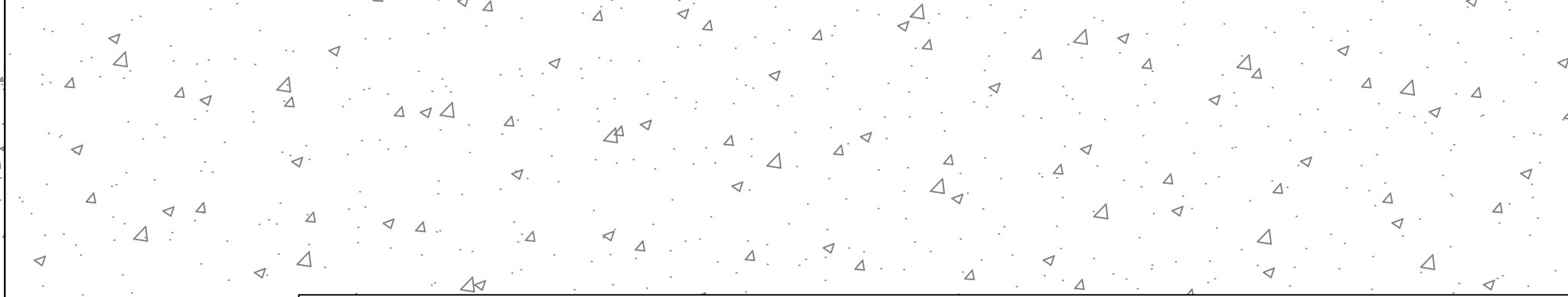
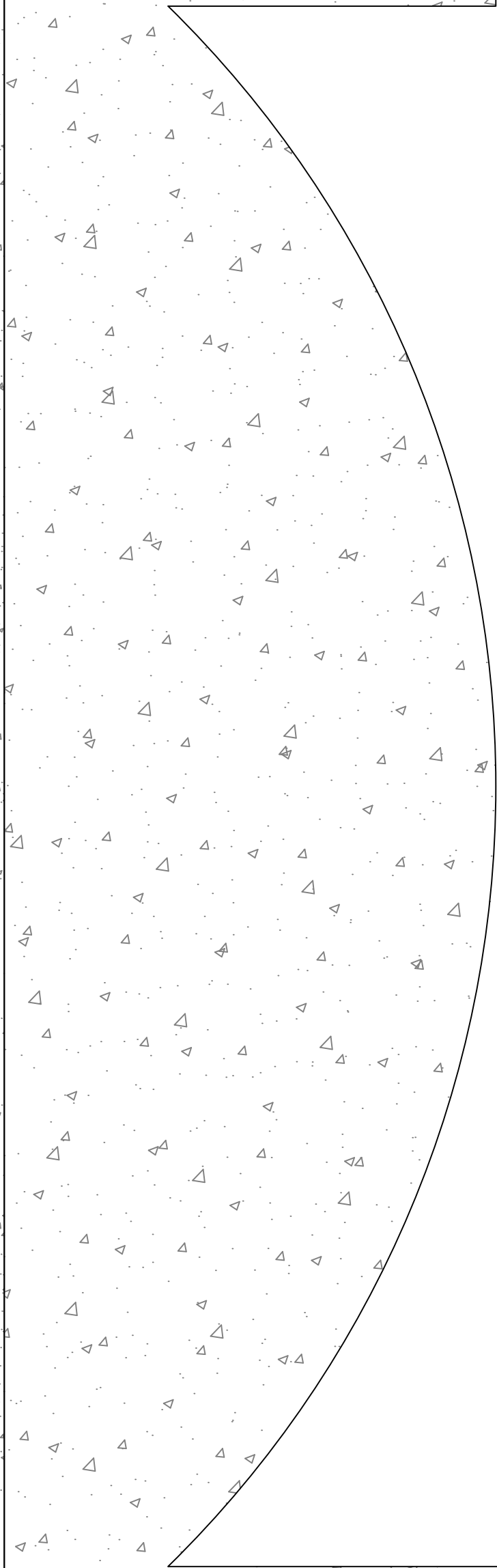




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Smart Play
(5-12 years)
Max Fall Height: 96 inches



CONTAINER DETAILS

TOTAL CONTAINER AREA	2643 SF
ASTM SAFETY SURFACING TYPE	POURED-IN-PLACE, 8' CFH
TOTAL PIP AREA	2643 SF
TOTAL PERIMETER	212 LF
EDGING TYPE	CONCRETE CURB, BY OWNER
FINISH GRADE	TOP OF CURB/CONCRETE WALK

- **SITE PREPARATION REQUIREMENTS:**
- MAXIMUM OF 1% GRADE CHANGE ACROSS CONTAINER
 - NO PRE-INSTALLED DRAIN TILE OUTSIDE OF 4 FEET OF PERIMETER
 - DRAIN TILE STUB TO BE PROVIDED IF DRAIN TILE IS REQUIRED
 - NO DRAINAGE AGGREGATE PRE-INSTALLED
 - NO FABRIC PRE-INSTALLED
 - MINIMUM CONTAINER SIZE NEEDED DENOTES THE INSIDE OF CURB DIMENSION

5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	15		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	12	REQUIRED	8
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED	5
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	5



FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM
@FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGE RANGES AS NOTED
ON PLAN.

Lakeville Area Arts Center

20965 Holyoke Ave, Lakeville, MN 55044

SALES
REPRESENTATIVE:
Brett Altergott

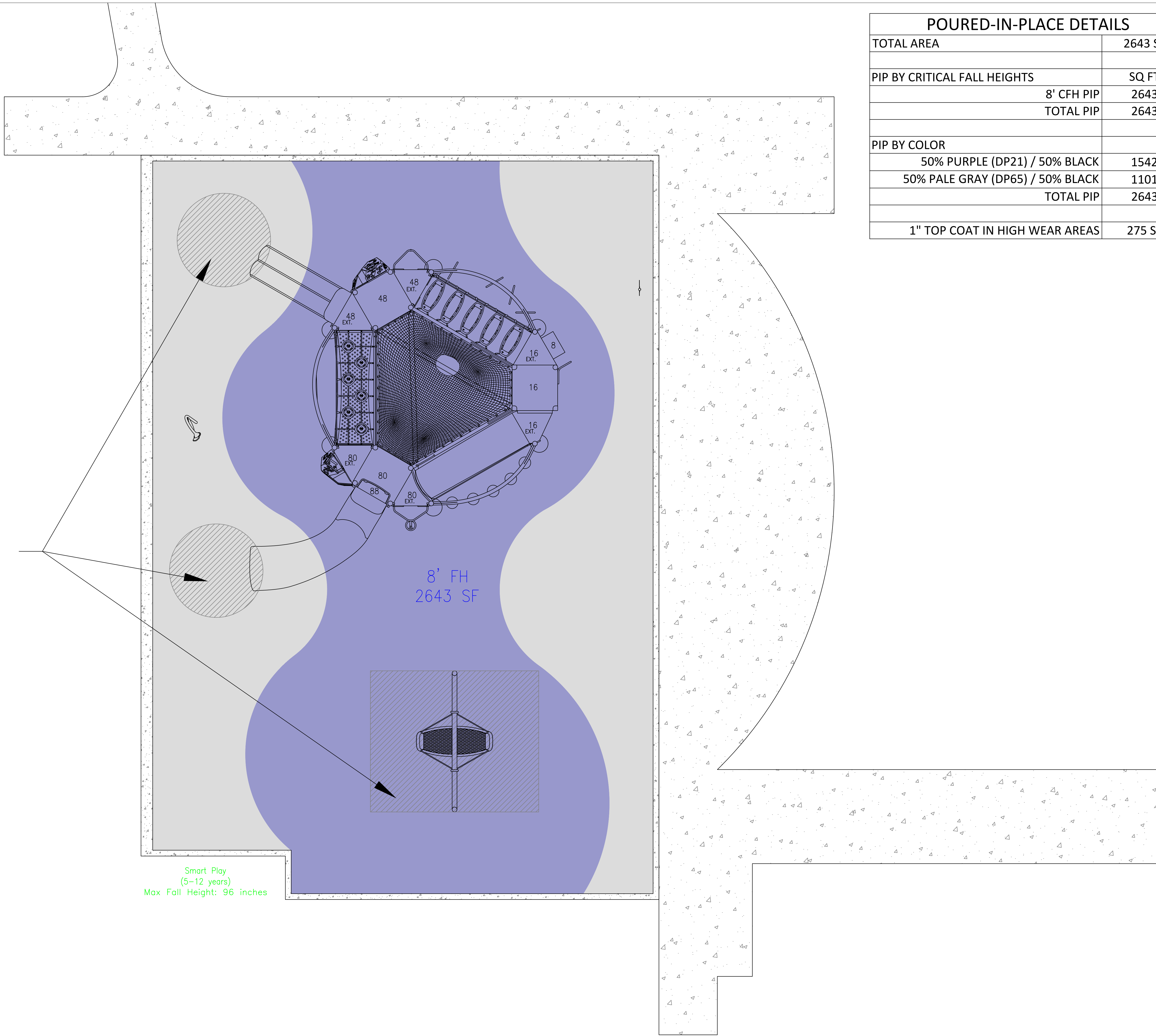
DESIGNED BY:
JLZT
11/26/25

1/4" = 1'-0"

SHEET

LS101

1" TOP COAT



POURED-IN-PLACE DETAILS	
TOTAL AREA	2643 SF
PIP BY CRITICAL FALL HEIGHTS	SQ FT
8' CFH PIP	2643
TOTAL PIP	2643
PIP BY COLOR	
50% PURPLE (DP21) / 50% BLACK	1542
50% PALE GRAY (DP65) / 50% BLACK	1101
TOTAL PIP	2643
1" TOP COAT IN HIGH WEAR AREAS	275 SF



FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM
@FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGE RANGES AS NOTED
ON PLAN.

Lakeville Arts Center
SUBGRADE PREPARATION
& SAFETY SURFACING

20965 Holyoke Ave, Lakeville, MN 55044

SALES
REPRESENTATIVE:
Brett Altergott

DESIGNED BY:
JLZT
11/26/25

1/4" = 1'-0"

SHEET

LG101



Date: 1/5/2026

SRF Consulting Amendment Number Two Proposal for Professional Services for Grand Prairie Park

Proposed Action

Staff recommends adoption of the following motion: Move to approve SRF Consulting Amendment Number Two Proposal for Professional Services for Grand Prairie Park.

Overview

The construction of Grand Prairie Park began in 2024 with funding from the 2021 Park Bond Referendum. The community park located off Cedar Avenue and 185th Street will include a grandstand, athletic decks, a challenge course, a splash pad, pickleball courts, and park buildings. SRF Consulting has been working with the City since 2018 on various components of the project, including the schematic design, topographic survey, final design and specifications for the park master plan, and construction oversight. Staff recommend expanding their professional services agreement due to ongoing park construction.

Although the majority of the park has been constructed, due to site conditions and weather, the project will not be fully completed until 2026. Since construction has spanned three budget cycles, which have included updates to the project budget, staff felt it necessary to provide a short recap of the changes since the project began. Those changes include additions to the project budget for improvements, such as a fiber connection to the park and security cameras, which were included in the 2025 CIP budget, for a total of \$380,886. Other project updates previously approved by council and covered through sponsorships or donations included the expansion of the scoreboard, storage garage, batters eye, and lacrosse practice wall, for a total of \$534,521. Additional changes to the budget included in the 2025 and 2026 CIP pertain to construction-related costs due to site and building constraints covered through contingency funding. The bulk of which directly pertains to project oversight and design, drainage, and other site improvements for a total of; \$1,638,890. The current budget of \$22,494,255 includes contingency and all other project-related costs, including design/construction oversight, site work, building construction, splash pad, irrigation, playground, lighting, furnishings, and other site amenities.

Supporting Information

1. Proposal for Professional Services for Final Design from SRF Dated July 13, 2023
2. Amendment Number (2) Proposal for Professional Services for Construction Services Dated December 17, 2025

Financial Impact: \$340,960.00 **Budgeted:** Yes **Source:** Park Bond Referendum
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and
Recreational Opportunities
Report Completed by: Joe Masiarchin Parks and Recreation Director



16311.PP

July 13, 2023

John Hennen
Parks and Recreation Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Subject: Proposal for Professional Services for Final Design
(Avonlea Community Park) Lakeville, MN

Dear John Hennen:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for design development, preparation of construction documents, and in-construction services for Avonlea Community Park based on the approved schematic design. Architectural final design services will be provided by HCM Architects and will be billed on an hourly basis. Irrigation design services will be provided by Water In Motion, Inc., and will be billed on an hourly basis.

Scope of Services

Based on approved schematic design, we propose to carry out the work as follows:

Task

Project Management

- Coordination of the design team and project schedule
- Coordination of overall construction budget

Design Development

- Bi-weekly design team meetings with staff
- Develop 50% plans, including layout, grading, utilities, site electrical, removals, landscape, and detail sheets
- Develop design parameters for irrigation system and stormwater reuse system requirements within existing ponds
- Engage play equipment and splash pad vendors in preparation of alternate layouts and surfacing configurations
- Develop site and field lighting layouts, determine lighting types, and coordinate site power requirements with service provider
- Identify all state and local permitting requirements

www.srfconsulting.com

3701 Wayzata Boulevard, Suite 100 | Minneapolis, MN 55416-3791 | 763.475.0010
Equal Employment Opportunity/Affirmative Action Employer

- Develop outline specifications
 - Develop detailed cost estimate for 50% plans
-

Construction Documents

- Bi-weekly design team meetings with staff
 - Prepare construction documents including layout, grading, utilities, site electrical, removals, landscape, and detail sheets
 - Contact contractors to generate interest and gauge availability
 - Submit 60% plans for City and design team review
 - Develop technical specifications and adapt City standard front-end specifications to the project
 - Prepare Stormwater Pollution Prevention Plan (SWPPP)
 - Prepare 90% plans and cost estimate
 - Attend 90% review meeting with design team and staff
 - Obtain required state and local permits
 - Perform quality control review
 - Provide a digital copy (pdf) of 100% plans and specifications to staff
 - Upload final bidding documents to QuestCDN
-

Bidding Services

- Issue addenda and prepare responses to contractor questions and substitution requests
 - Attend bid opening and prepare bid tabulation and abstract
 - Assist in review, evaluation, and award recommendation
 - Contact contractor(s) for references and assurance that all required qualifications are met.
-

In-construction Services

- Respond to contractor requests for information (RFI)
 - Review and approve shop drawing submittals
 - Review and approve monthly contractor pay applications
 - Site observation and documentation with site presence averaging 3 hours per weekday, including weekly site construction meetings (assumes 25 weeks of construction)
 - Conduct one punch list inspection at substantial completion
 - Conduct final site walk-through to confirm completion of punch list items
 - Coordinate submittal of IC134 withholding affidavits
-

Project Close-Out

- Conduct one warranty inspection 11 months after substantial completion
- Coordinate contractor submittal of as-built drawings for all utilities
- Coordinate submittal of operations and maintenance manuals prepared by the contractor
- Assist staff with assembly of park asset inventory.

Assumptions

The scope of services is based on the following assumptions:

- This scope of work does not include wetland delineation or mitigation of wetland impacts. Wetland impacts will be avoided within the project site.
- Separate bid packages for site work and building work will be developed.
- Play equipment, surfacing, and installation will be procured through a purchasing program (State Contract, Sourcewell, or other).
- Splash pad equipment, mechanical design, and installation will be procured through a purchasing program (State Contract, Sourcewell, or other). Mechanical design for the splash pad is not included in this scope of work.

Schedule

We will complete this work within a mutually agreed-upon time schedule. We understand the intent is to finalize construction documents for bidding not later than January 15, 2024. Park construction will occur in spring/summer of 2024. The proposed overall project schedule is below.

Overall Project Schedule

Design Development	July 18, 2023 – September 15, 2023
Construction Documents	September 18, 2023 – January 12, 2024
Bidding	January 15, 2024 – February 6, 2024
Construction Begins	May 20, 2024
Construction Complete	November 3, 2024

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services not to exceed \$1,052,500, which includes both time and expenses:

Task	Cost
Project Management	\$36,000
Design Development	\$147,700
Construction Documents	\$215,000
Bidding Services	\$5,000
In-construction Services	\$140,000
Project Close-out	\$4,500

Direct Expenses	\$7,500
Design Development, Construction Documents, and Cost Estimation for Buildings (HCM)	\$469,500
Irrigation Design and Stormwater Reuse (Water In Motion, Inc.)	\$27,300
Total	\$1,052,500

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

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

Acceptance/Notice to Proceed

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

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

Sincerely,

SRF CONSULTING GROUP, INC.



Timothy Wold, PLA
Senior Project Manager



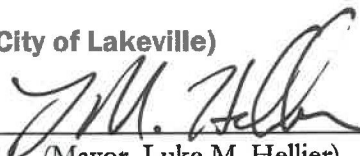
Ken Grieshaber, PLA, ASLA
Project Director

TW/KG/jwm

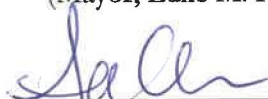
Attachments: HCM Architects Proposal for Final Design Services
Water in Motion, Inc. Proposal for Irrigation/Stormwater Reuse Design Services

Approved (City of Lakeville)

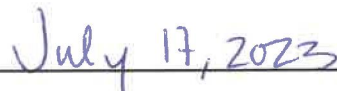
Signature: _____


(Mayor, Luke M. Hellier)

Signature: _____


(City Clerk, Ann Orlofsky)

Date: _____



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

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HAGEN, CHRISTENSEN & MCILWAIN
ARCHITECTS

June 23, 2023

Timothy Wold, ASLA, PLA
Senior Project Manager, Landscape Architecture | Urban Design
SRF Consulting Group
3701 Wayzata Boulevard, Suite 100, Minneapolis, MN 55416-3791

Re: **Avonlea Park Buildings – Lakeville, MN.**
Design Development, CD's, Bidding & CA Professional Services
Fee Proposal

Dear Tim:

Thank you for giving us this opportunity to provide you with a proposal for Design Development, Construction Documents, Project Bidding, and Construction Administration services for the three (3) Park Buildings at Avonlea Park in Lakeville, MN.

We have enjoyed working with you, the staff at SRF, and Lakeville City staff on the Programming, Concept Planning and Schematic Design efforts for the Project. We are excited to see the Project go forward and be a part of the Design Team that continues working to make this vision a reality.

Our Design Services for the (3) Park Buildings will include Architectural Design, Interior Design, Structural Engineering and Mechanical and Electrical Engineering. Our Team includes:

- HCM Architects as the Team Leader/Manager, Architect of Record and for all Architectural and Interior Design services.
- Ericksen Roed (ERA) for Structural Engineering services.
- Emanuelson Podas (EP) for the M/E/P Engineering services.

We understand that SRF will be providing the design and documentation for the site work, grading, utility work and site lighting and will hold the overall contract with the City of Lakeville, MN and our contract will be to SRF.

Again, we appreciate you giving us this opportunity to be of service to you. If you have questions regarding this proposal or would like additional information from us please call me.

Sincerely,

HAGEN, CHRISTENSEN & MCILWAIN ARCHITECTS

4201 Cedar Avenue S. | Minneapolis, MN 55407 | 612.904.1332 | HCMarchitects.com

A. Project Understanding & Work Scope Per Phase:

Project Understanding

We understand that the Schematic Design that HCM Architects developed for the (3) park buildings at Avonlea Park for the City of Lakeville will be the Basis of Design for the building.. The (3) buildings are; The Townball Grandstand Facility, Main Park Building & the Field Support Building. The Schematic Design for the Buildings as a part of the overall Project Schematic Design, issued are attached to this proposal for reference.

The services in this proposal will include the Project Phases of Design Development, the development of the Construction Documents for bidding, permitting and construction and the Public Bidding for the Project. Specific work scope included in each Phase is as follows:

Phase 1 Schematic Designs & Cost Estimates: (Work Scope Completed)

Phase 2 Design Development & Updated Detailed Cost Estimates:

Scope of Work:

- Develop the Building Plans, Exterior Elevations & Building Sections
- Develop structural system designs
- Develop MEP systems designs
- Develop finish plans, FFE plans and required interior elevations.
- Work with Staff to develop interior & exterior material & finish selections
- Investigate all pertinent codes, safety regulations – meet with City Building Officials to confirm life safety and accessibility requirements.
- Develop 3-D Model to include Design Development updates
- Present the Project at Park & Rec and City Council meetings
- Develop Design Development Package for review/approval and cost estimating purposes
- Develop a detailed Design development Detailed Cost Estimate for all (3) Buildings

Staff Involvement / Roles

Primary Responsibilities

Architectural

Tim McIlwain – Architect
Staff Architects

Project Manager / Design Lead
Design/Documentation
Structural Design

Structural (ERA Engineering)

Mechanical (Emanuelson Podas Engineers)

Project Mechanical Engineer

HVAC, Plumbing & Fire Protection Systems

Electrical (Emanuelson Podas Engineers)

Project Electrical Engineer

Power and Lighting Systems

Cost Estimating (3rd Party Estimating Consultant)

Detailed Cost Estimate

City Staff Responsibilities:

- Meet with the Design Team (assume 6 meetings) – review minutes by Team
- Confirm with the Design Team any preferred MEP system/equipment specifications.
- Join in meeting with the City of Building officials.
- Review and approve the Design development Package, with direction to proceed to CD's

Building Design Team Deliverables for this Phase:

- Design Development Package including drawings and narratives for:
 - Architectural
 - Interior Finishes
 - Structural
 - Mechanical (HVAC & Plumbing)
 - Electrical
- Design Development Detailed Cost Estimate.
- Project meeting minutes documentation of meetings and presentations.
- Understanding of local and state jurisdiction requirements.
- Presentation materials for Park & Rec Board and City Council meetings

Phase 3 Construction Documents:

Scope of Work:

- Bi-weekly meetings (assume 6 meetings) with the City and Project Design Team to review project goals, progress and to coordinate all design efforts.
- Develop 60% & 90% CD Review Package for Design Team and Owner reviews.
- Attend a 90% CD "Page-Turner" with the Owner and the entire Design Team for a full review of the Project Design.
- Ongoing review of any design options with the City's Project Manager
- Detailed coordination with SRF their Project Team
- Present the Project at Park & Rec and City Council meeting
- Complete Construction Documents made up of detailed plans and specifications provided to the City's Project Manager for review prior to Project Bidding.

Staff Involvement / Roles

Primary Responsibilities

Architectural

Tim McIlwain – Architect

Staff Architect

Project Manager / Design Lead

Design/Documentation

Structural (ERA Engineering)

Structural Design

Mechanical (Emanuelson Podas Engineers)

Project Mechanical Engineer

HVAC, Plumbing & Fire Protection Systems

Electrical (Emanuelson Podas Engineers)

Project Electrical Engineer

Power and Lighting Systems

City Staff Responsibilities:

- Meet with the Design Team bi-weekly during this Phase
- Attend 90% review meeting of Construction Document Package and provide approval to proceed to Bidding Phase

Building Design Team Deliverables for this Phase:

- Complete Construction Documents made up of detailed Drawings and Specifications (Project Manual) for the Architectural, Interiors, Structural Engineering, Mechanical Engineering and Electrical Engineering for the Bidding, permitting and construction of the Project.

Phase 4 Project Bidding Services:

Scope of Work:

- Issue documents for Bidding
- Assist SRF in Prebid meeting with potential bidders
- Respond to substitution requests
- Develop Addenda to the Construction Documents
- Answer all inquiries about the project as required for the competitive bidding of the project
- Review bids with Owner and qualify the apparent low bidder for the building

City Staff Responsibilities:

- Meet with the Design Team to review bids
- Execute Contracts with Contractors

Deliverables:

- Issuance of Addenda as required, responding to contractor questions

Phase 5 Construction Administration Services:

Scope of Work:

- Attend weekly construction mtgs. (assume 20 CA meetings)
- Review work for compliance w/ construction documents
- Appraise City of construction progress
- Review shop drawings and product submittals
- Answer RFI's
- Prepare Proposal Requests (PR's) and ASI's
- Answer all contractor inquiries regarding the design intent of the documents
- Work closely with the Project Manager regarding the construction work
- Review payment applications and prepare change orders

City Staff Responsibilities:

- Payment of approved Applications for Payment
- Attendance at Construction Meetings
- Approval of required changes

Deliverables:

- Timely Submittal and Shop Drawing reviews
- Review of Pay Applications
- Issue Appropriate Change Orders
- Punch list Inspections - one initial and one final per Phase (2 total)

Phase 6 Project Close-Out:

Scope of Work:

- Review warranties, equipment manuals and related documents assembled by contractors
- Maintain accurate record set of field drawings and specifications
- Review the completed project 11 months after the date of occupancy and report any issues or warranty problems to the contractor for correction
- Discuss the facilities with City staff for feedback on operational issues

Deliverables:

- Forward warranties, equipment manuals and related documents assembled by contractors
- Project As-Built in digital and hard copy to City staff
- 11 Month Post-Construction Warranty Reviews

B. Design Fees:

Our proposed professional fees are based on the breakdown of staff and hours proposed per Task and the proposed Project Scope. Our firm provides excellent value. Based on our competitive rates and knowledgeable staff, you will receive more hours of our service for your fee.

Our fees listed below are based a 9% fee of the total estimated building costs for all (3) structures of \$5,503,000.00 for the total Design Team fee for the Buildings. This would include architectural, interiors, structural, and MEP Engineering services. This equates to; \$5,503,000.00 (est. Costs) x 9% = \$495,270.00 total fee for basic services per the AIA of SD, DD, CD's & CA services.

HCM has already completed and been paid for the Schematic Design services (architectural only). These fees totaled \$40,000 and are deducted from the overall fees of \$495,270.00.

Professional cost estimating services (included in the Design Development Phase) are always viewed as a cost beyond basic services.

Our breakdown of fees are as follows:

Design Phase	Fee (hourly rate blended on tasks)
Phase 1 – Schematic Design	Completed
Phase 2 – Design Development	\$130,500.00
Architectural Structural Engineering MEP Engineering Cost Estimating Consultant (\$8,000 fee)	(\$8,000 fee)
Phase 3 – Construction Documents	\$192,500.00
Architectural Structural Engineering MEP Engineering	
Phase 4 – Project Bidding	\$ 6,000.00
Architectural Structural Engineering MEP Engineering	
Phase 5 – Construction Administration	\$ 122,000.00
Architectural Structural Engineering MEP Engineering	
Phase 6 – Project Close-Out	\$4,000.00
Architectural Structural Engineering MEP Engineering	
Total Design Fees (Phases 2-6) + Cost Est.	\$463,000.00
Reimbursables (printing, mileage)	\$6,500.00
Total Fees and Reimbursable	\$469,500.00

(Meetings are included in the respective sections above).

Our fees do not include the following services:

- Site Lighting & Site Power Electrical Design – by SRF (lighting on building included)
- Full Building Energy Modeling
- Solar Design (PV)
- A/V Equipment Selection and I/T cabling design and Security Equipment Design
- Furniture selection (FFE). Our scope will show layouts and quantities
- Geotechnical Engineering or Testing
- LEED Documentation or Applications
- Site Design & Civil Engineering (by SRF)
- Landscape Design (by SRF)
- Equipment Design for rink and splash pad designs. We will coordinate with SRF's consultants
- Environmental Testing

Additional Services can be provided on an hourly basis depending on staff level at your request – refer to the Billable Rate Schedule provided below.

Billable Rates (HCM)

Title	Rate
Principal Architect 1	\$200.00 / hour
Principal Architect 2	\$180.00 / hour
Architect	\$160.00 / hour
Architectural Staff 1	\$145.00 / hour
Architectural Staff 2	\$130 - \$140.00 / hour

Estimate of Reimbursable Expenses

We estimate that the reimbursable expenses for a project such as this will include printing of review sets (but not bidding sets), typical mileage, color printing, postage, and courier services. Reimbursable expenses are billed without mark up at 1.0 times cost. All reimbursable expenses will be itemized for the Owner to review.

a. Printing Costs	\$3,500.00
o Design Development Review Sets	
o 90% CD Review Set (For Owner/Team Review Meeting)	
o Final CD printing (For Project Team only- -Assumes electronic bidding format by CM)	
o As Built Document printing	
b. Postage/Misc. Delivery Costs	\$200.00
c. Mileage (In-town mileage)	\$2,500.00
e. Misc. Consultant Reimb. (Prints, materials, delivery etc.)	\$300.00
Estimated Reimbursable Costs	\$6,500.00

(Permit Review Fees to be paid by the Owner)

Thank you for your consideration of this request. Please give us a call (612-904-1332) if there are any questions regarding this proposal.

Sincerely,



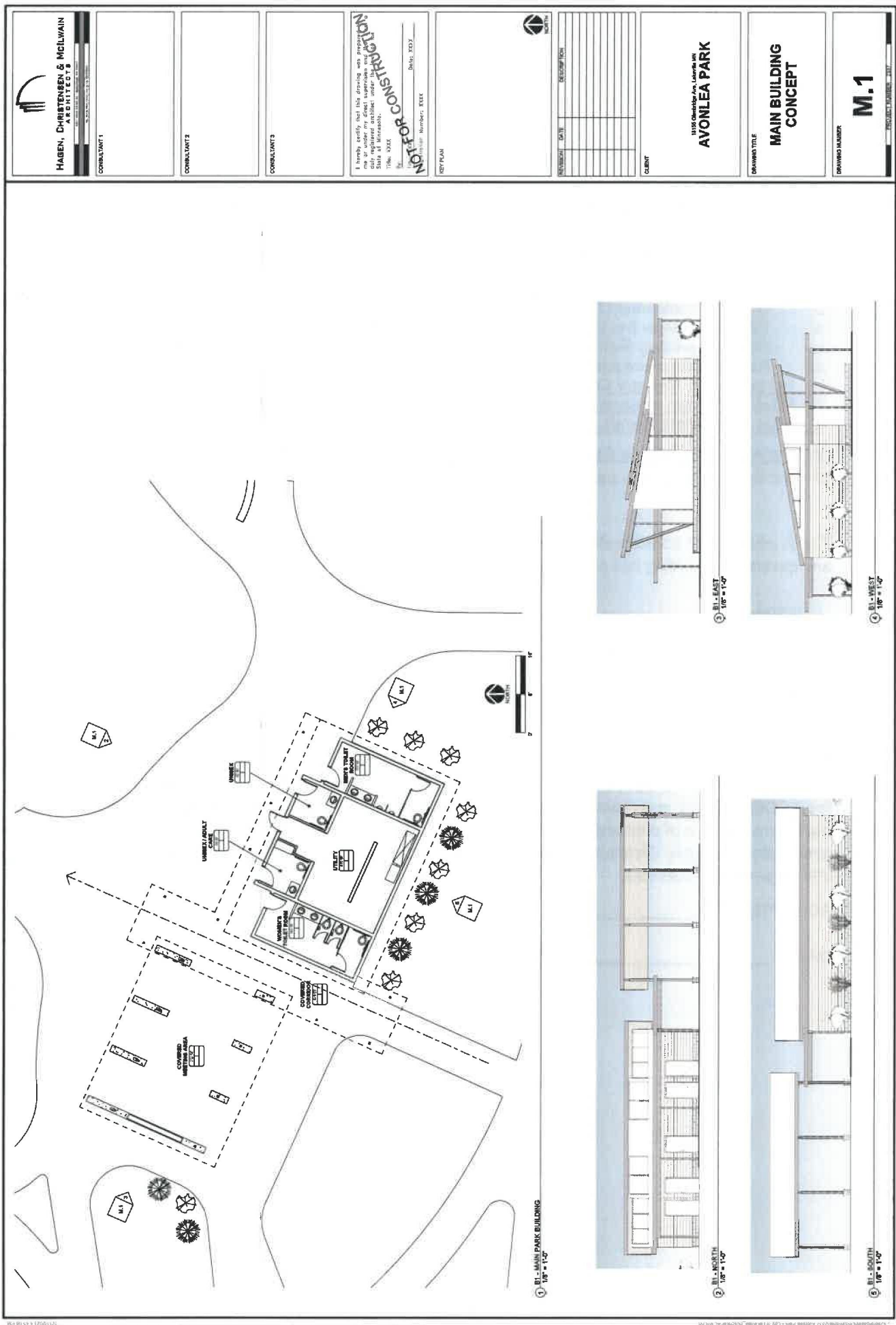
Tim McLwain, AIA

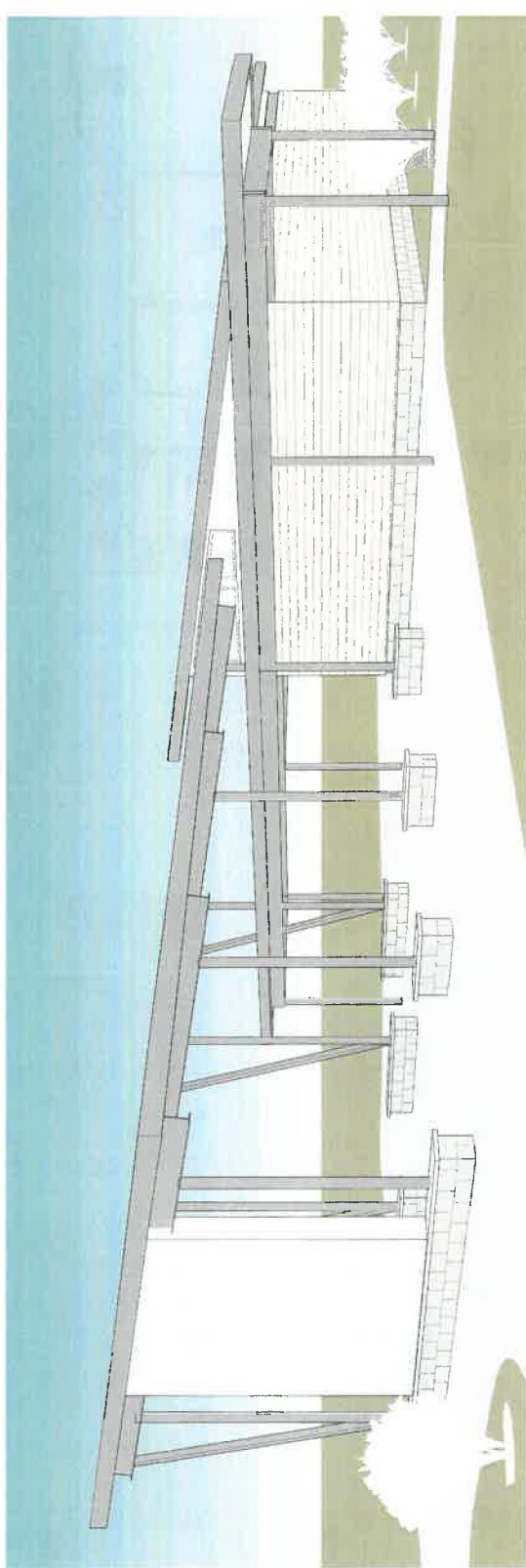
Acceptance

If this proposal meets with your approval, please indicate your authorization to proceed by signing the ACCEPTED BY and returning a copy to us. Should this proposal not be accepted within 60 days from the date of proposal or should the scope of the project or services vary from the stated assumptions, Hagen, Christensen & McLwain Architects reserves the right to review and update this proposal as necessary.

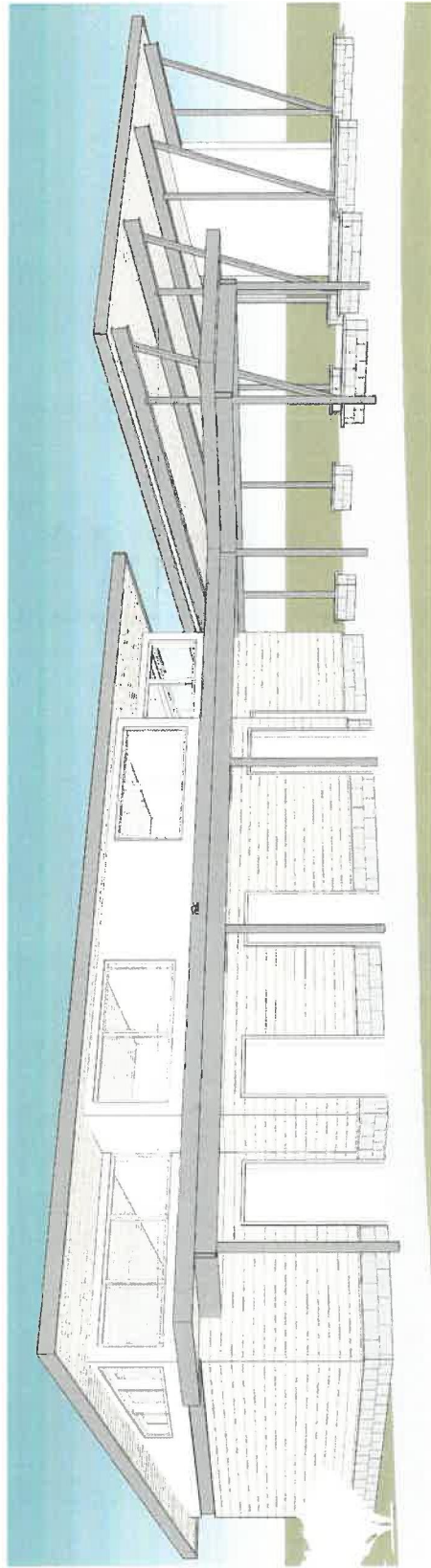
ACCEPTED BY: _____

DATE: _____





1 MAIN PARK BUILDING 3D VIEW 1



2 MAIN PARK BUILDING 3D VIEW 2



HAGEN, CHRISTENSEN & MCILWAIN
ARCHITECTS

CONSULTANT 1

CONSULTANT 2

CONSULTANT 3

I hereby certify that the drawing was prepared by me or under my direct supervision and that I am a duly registered architect under the laws of the Province of Saskatchewan.
By: **TON FOR CONSTRUCTION**
Date: 2017
Project Number: 2017



NET PLAN

REVISION	DATE	DESCRIPTION

CLINT

**1000 BUCKINGHAM AVENUE W
AVONLEA PARK**

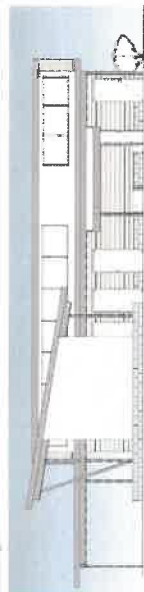
DRAWING TITLE
**MAIN BUILDING 3D
VIEWS**

DRAWING NUMBER
M.2

PROJECT NUMBER: 2017



② B2 - EAST
1/8" = 1'-0"



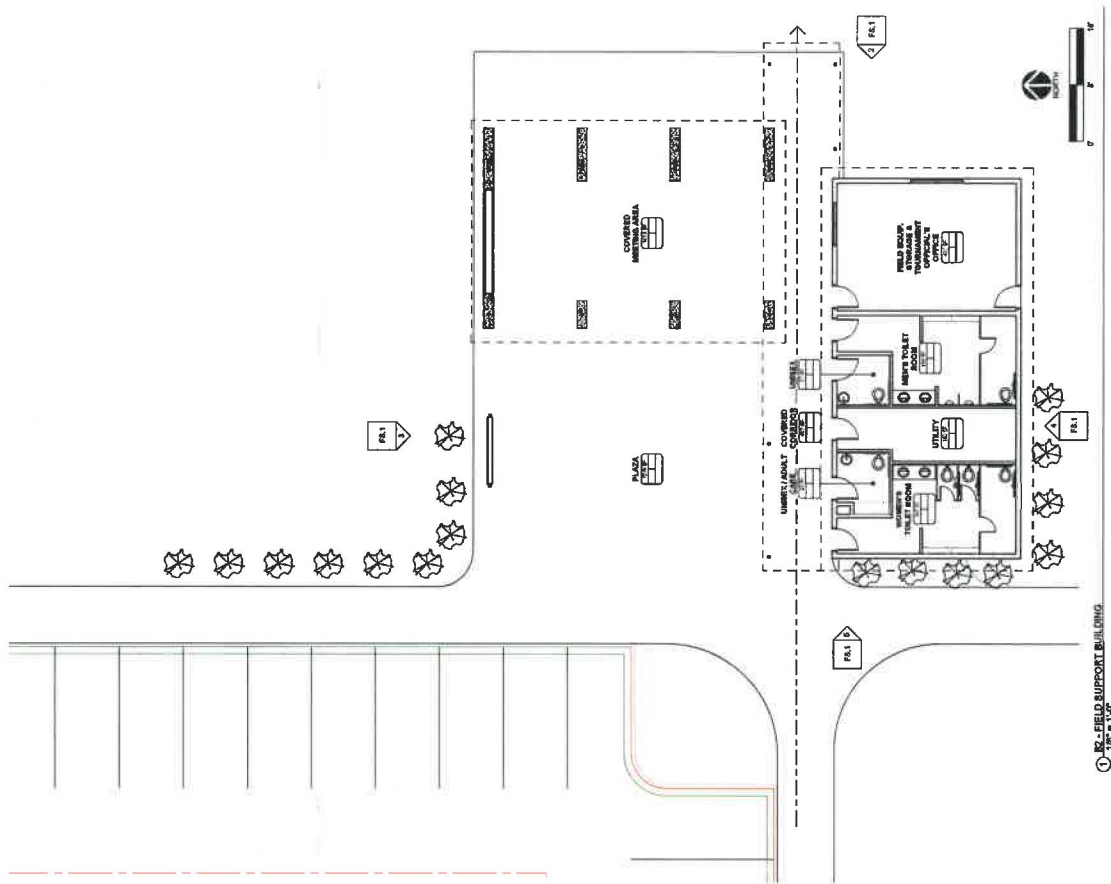
3 B2 - NORTH
1/8" = 1'-0"



4 B2 - SOUTH
1/8" = 1'-0"



5 51 - WEST
1/8" = 1'-0"



1 R2 - FIELD SUPPORT BUILDING
1/8" = 1'-0"



HAGEN, CHRISTENSEN & MCILWAIN
ARCHITECTS

CHEN ET AL.

CONSULTANT?

CONSULTANT 3

I hereby certify that this drawing was prepared by me or under my direct supervision and that I am a duly registered architect under the laws of the State of Minnesota.

Title: XXXX
Date: XXXX

NOT FOR CONSTRUCTION

KEY PLAN

[illegible]

13135 Clarendon Ave., Lakewood, CO 80226
AVONLEA PARK

1995 October 10 1:40 PM

DAY 10: 10/10/10

FIELD SUPPORT BUILDING CONCEPT

© 1998 by American Psychological Association

FS.1

1000



**HAGEN, CHRISTENSEN & MCILWAIN
ARCHITECTS**

1000 10th Avenue, Suite 1000
Denver, CO 80202
Tel: 303.733.1100
Fax: 303.733.1101
www.hcmarchitects.com

CONSULTANT 1

CONSULTANT 2

CONSULTANT 3

I hereby certify that I, the designer, am a duly registered architect under the laws of the State of Colorado.
Title: ARCHITECT
Date: 08/08/2017

NOT FOR CONSTRUCTION

NSP PLAN

REVISION DATE DESCRIPTION

CLIENT

INTERMOUNTAIN AVONLEA PARK

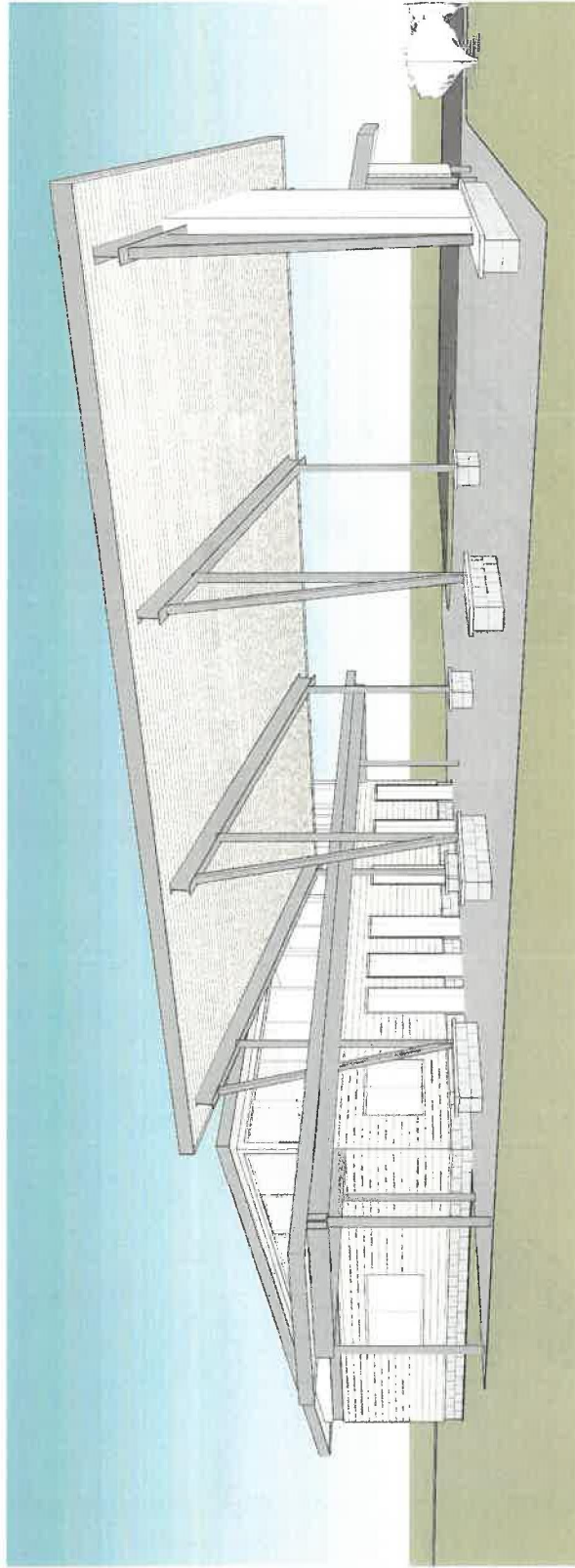
DRAWING TITLE

FIELD SUPPORT BUILDING 3D VIEWS

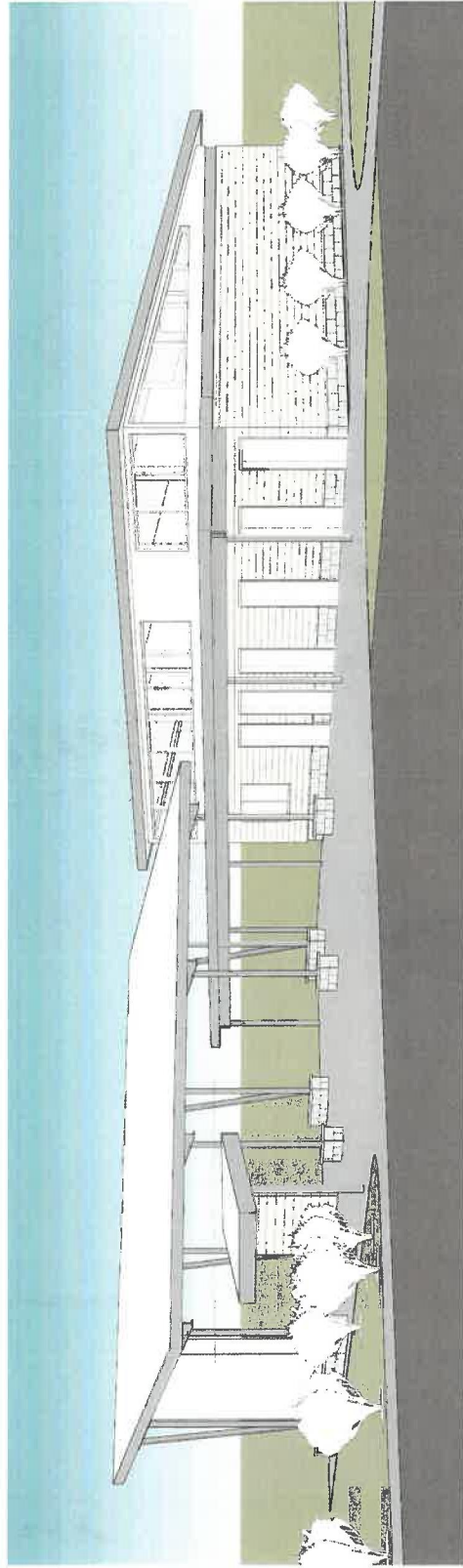
DRAWING NUMBER

FS.2

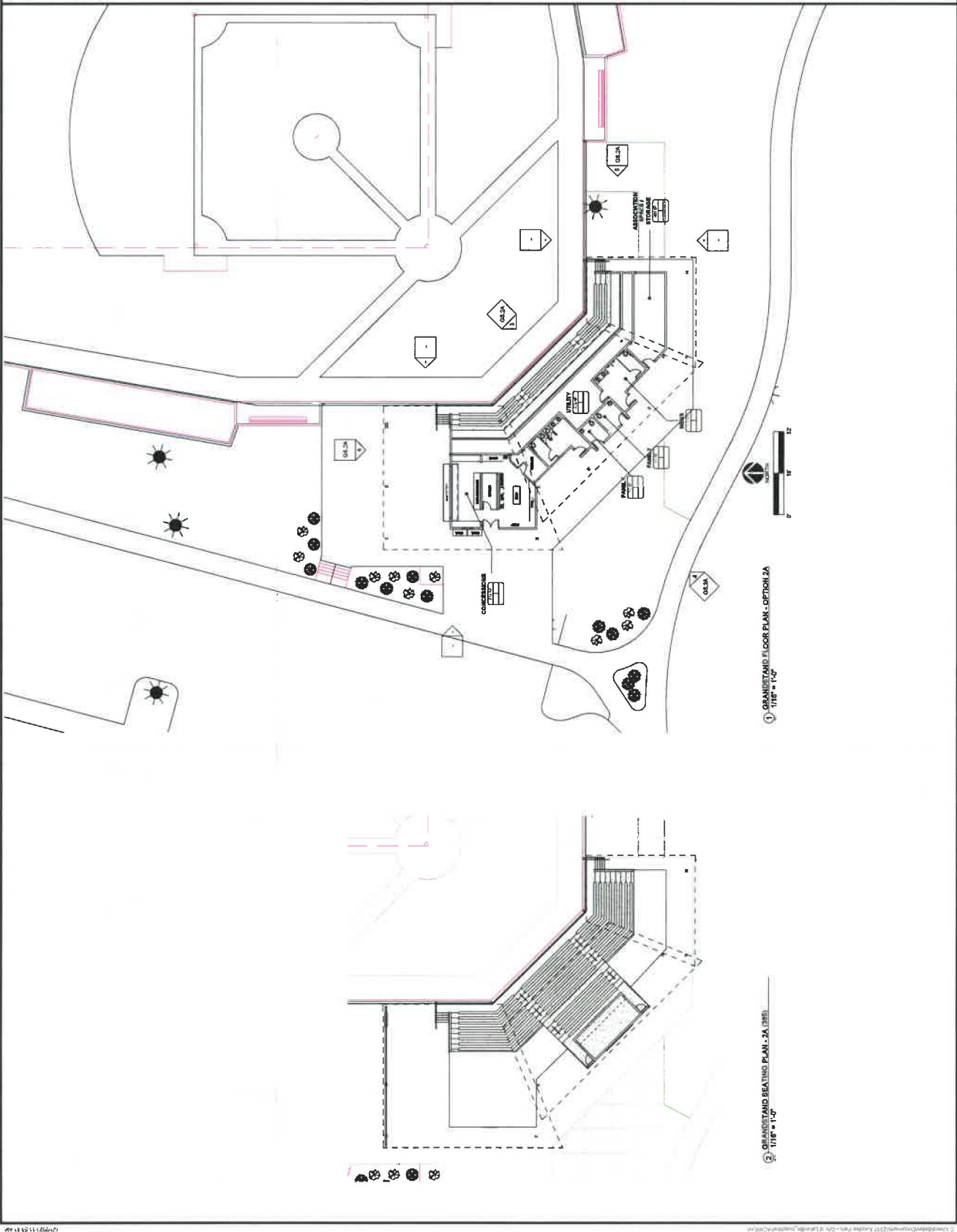
PROJECT NUMBER: 1017

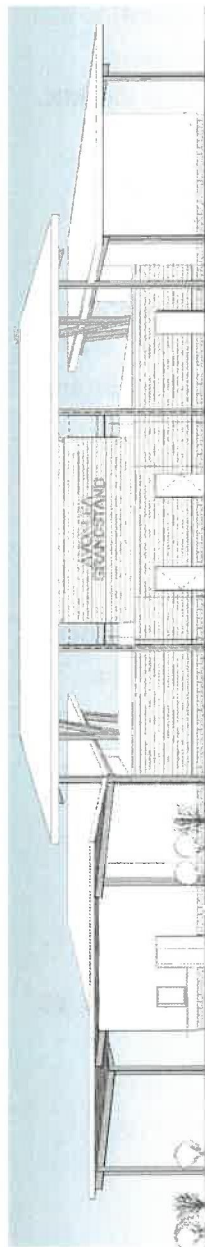


1 FIELD SUPPORT BUILDING 3D VIEW

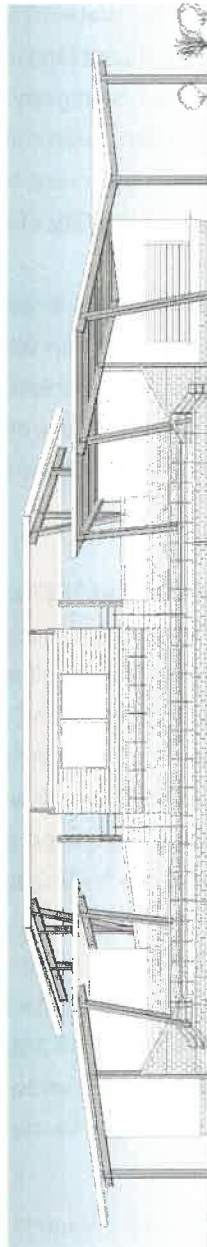


2 FIELD SUPPORT BUILDING 3D VIEW 2





④ GS PUBLIC - SOUTHEAST
1/8" = 1'-0"

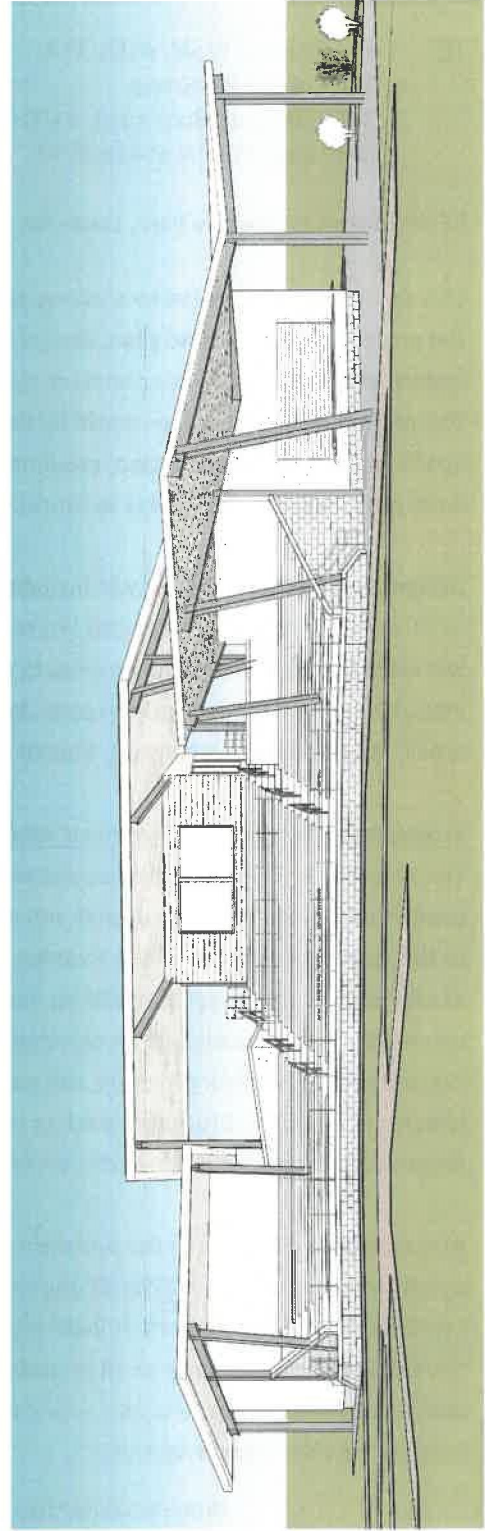


③ GS FIELD - NORTH WEST
1/8" = 1'-0"



② GS - EAST
1/8" = 1'-0"

① GS - NORTH EAST
1/8" = 1'-0"



① GS - NORTH AND 3D VIEW



HAGEN, CHRISTENSEN & MCILWAIN
ARCHITECTS

CONSULTANT 1

CONSULTANT 2

CONSULTANT 3

I hereby certify that this drawing was prepared
by me or under my direct supervision and that
I am a duly registered architect under the laws of
the State of Washington.
Title: ARCHITECT
Date: 2022
NOT FOR CONSTRUCTION

KEY PLAN



REVISION	DATE	DESCRIPTION

CLIENT

11500 Grandstand Ave, Lake WA, WA
AVONLEA PARK

DRAWING TITLE
GRANDSTAND
CONCEPT ELEVATIONS
- OPTION 2A

DRAWING NUMBER

GS.2A

PROJECT NUMBER - 2022



PROPOSAL FOR PROFESSIONAL SERVICES

DATE: July 12, 2023

TO: Mr. Timothy Wold, ASLA, PLA
SRF Consulting Group
3700 Wayzata Boulevard, #100
Minneapolis, MN 55416-3791

six total pages, plus attachments

twold@srfconsulting.com
desk 763-452-4755

RE: Avonlea Community Park, Lakeville, MN – stormwater reuse and landscape irrigation

This document is intended to serve as proposal and work scope recital for Water in Motion (WiM) to join the project design team to plan, design and specify a stormwater reuse-based landscape irrigation system with municipal water backup, to serve selected areas of Avonlea Community Park, Lakeville, MN. The project design documents will be derived from an existing master plan. Water in Motion, Inc. is qualified by staffing, education, credentials, experience and professional insurance to undertake the work proposed herein. Water in Motion, Inc. is a consultant of record to the City of Lakeville, MN.

Design development actions will include owner meetings and interactions with associated jurisdictions. WiM is invited to interphase with interested parties to develop its work as design team member. WiM will work from plans and documents to be furnished by the design team to complete its work scope and intends to furnish construction-ready documents. The work conceived in this document is based on email, telephone conversations, known requirements of the City of Lakeville, MN and WiM experience.

Project Introduction and Proposed Work Scope

The project site is located at the southwest intersection of Cedar Avenue and 185th Street and is comprised of formerly agricultural and undeveloped land. The owner envisions reuse irrigation as one of the stormwater BMPs of the Avonlea Community Park project. Reuse water will be stored in two existing ponds that may be modified and/or interconnected to benefit the intended use as reuse water reservoirs. Reuse water will be directed into the pond reservoirs from roadways including 185th street, Cedar Avenue, Hamburg Avenue and park structures and surfaces including wastewater from a planned splashpad amenity. Municipal backup water will be included in the reuse irrigation project to maintain irrigated landscape during periods when stormwater volume is inadequate for irrigation.

Approximately 18 acres of the approximately 68-acre development is designated to receive reuse irrigation including one 405'x180' multi-purpose field, two 400'x285' multi-purpose fields, two 420'x285' multi-purpose fields and one full-sized baseball field. To be decided early in the project design development phase, some or all of additional landscaped areas approximating up to 12-18 acres of parkway, parking lot greenspace, open lawn/picnic greenspace and trees may be added to the total areas to receive reuse irrigation.

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Mr. Timothy Wold
July 12, 2023

Gross stormwater storage requirement for BMP-based reuse irrigation is yet to be calculated. WiM will collaborate with project civil engineering to contrast irrigation demand, required annual abstraction amounts of up to 1.1" of equivalent per-event rainfall from qualifying rain events against current and potential pond volumes. Based on preliminary information, WiM estimates the sports field areas that will receive BMP reuse irrigation will meet or exceed anticipated annual required stormwater abstraction amounts required of the developed portion of the park.

The contemplated landscape irrigation system will be designed to serve as horticultural instrument as well as a stormwater management tool. A non-potable municipal backup water supply, booster pump if needed and controls will be included in WiM design documents. WiM will collaborate with related section team members to include and cross-reference duties and tasks of related sections.

It is unknown at the time of this proposal whether partnership funding is being considered related to WiM Work Scope. WiM is available at additional fees to participate in assessing feasibility of, and applying for, potentially available partnership funding. A statement of current WiM published fees is attached.

Project progress and a tight timeline may necessitate that WiM assemble construction documents without schematic design decision-making steps. A DD/CD design approach will benefit from positive cooperation from the owner and design team members to help facilitate accelerated reuse irrigation design documents. Work scope and fees are proposed and illustrated broadly:

1) DESIGN, SPECIFY, DOCUMENT \$22,100.00

- a. Up to eight hours of meetings
- b. Calculate, design, specify and furnish construction documents (CDs) for qualified bidder(s) to construct a basic filtered stormwater reuse-based, municipal water backup landscape irrigation system to accomplish seasonal abstraction requirements and to serve the proposed landscape including:
 - i. Water storage (collaborate) and water use (lead) calculations;
 - ii. Suggested basic water-efficient schedule practices;
 - iii. Reuse irrigation BMP performance verification and reporting points, tools and technologies;
 - iv. Optional basic signage/educational programming (collaborate).
- c. Calculate, specify and include in CDs, a stormwater reuse irrigation pump station, basic filtration, sensors and controls to distribute stored underground stormwater from the already-existing proposed stormwater storage ponds:

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- i. Include and specify basic filtration of stormwater to minimize irrigation distribution equipment reliability concerns;
 - ii. Be prepared to calculate, design and specify “beyond-basic” filtration of stormwater should extensive filtration be required by authorities having jurisdiction;
 - 1. 1bii if required, will result in additional professional fees
 - iii. Collaborate with civil team members to design and specify flume and wet well apparatus from which the pump station will draw reuse water.
 - iv. Collaborate with team members to design and specify a pump station enclosure or pumphouse to shelter the pump station, filtration, backup water supply, controls and related equipment.
- d. Calculate and collaborate with civil team members to specify and include in CDs, a municipal water-based backup water supply and controls to occasionally serve the designated irrigated areas including location, configuration, sizing, booster pumps, piping and controls.
- e. Design and specify computer central control equipment, sensors and related controls to enable expansion of the city’s existing irrigation central control and water management network and apply the network to the new community park reuse irrigation.
- f. Collaborate with related sections to:
 - i. Designate equipment or appurtenances as needed to accommodate the stormwater irrigation BMP;
 - 1. Examples include:
 - a. locations of stabilized shoreline for submersible pump and filtration equipment or wet well and flume for a vertical turbine-based pump and filtration equipment;
 - b. municipal water tap and backup water supply build-out;
 - c. electrical needs to operate reuse irrigation equipment;
 - d. aeration equipment to pre-treat stormwater storage pond water.
 - ii. Collaborate to assure cross-references of work scope among related sections;
- g. Furnish written specification sections
 - i. 32 84 00 (irrigation)
 - ii. 32 84 00-A (pump station, filtration and backup water supply -in collaboration with related sections)
 - iii. 32 84 00-B (computer central controls)

Mr. Timothy Wold
July 12, 2023

Early in the DD process, it will be important to obtain owner direction on areas to receive reuse irrigation and whether the owner wishes to include potential future areas of coverage to be considered in this work scope. Expanding or reserving for the future expansion of the reuse irrigation coverage beyond the coverage areas listed herein will directly affect all aspects of the reuse irrigation system design and will constitute a work scope expansion and corresponding budget adjustment. Potential areas to receive reuse irrigation not currently included in this work scope include open spaces surrounding the playfields, picnic areas, parking lot areas, streetscape areas, edges and park tree watering (for establishment or as permanent support of planned trees).

WiM will employ US EPA WaterSense®-labeled products and best practice-based techniques into the design of the reuse/municipal backup-based BMP/landscape irrigation system including equipment or technology to assure or enhance water-efficiency, enable remote operation and performance verification and reporting and reduce costs of operation.

Water in Motion will base design documents from AutoCAD® -based documents furnished by the design team lead. Water in Motion will be identified prominently as a member of the design team on project documents, promotional and educational materials.

Work and budgets furnished herein pertain to usual and customary tasks required to produce construction-ready documents one time. The proposed budget includes usual and expected meetings and paperwork related to assembly of construction documents. Extra meetings, paperwork and tasks not related to usual and customary work will be billed at hourly rates per the most recent published Water in Motion rates. Examples of extra work include assembly of baseplan sheets in absence of useable electronic CAD-based baseplan sheets, changes to design documents affecting WiM work, re-design of previously approved work, meetings related to special considerations such as special permits, optional technologies, green-build program compliance and meetings or efforts to receive new or additional project partnership/grant funding from outside sources.

Amounts below are presented for scope and budgeting purposes and may be subject to change as scope is solidified or if additional work is ordered or required by the design team, Owner or authorities having jurisdiction.

2) CONSTRUCTION ADMINISTRATION, TURNOVER, CLOSEOUT \$5,200.00

- a. WiM will furnish up to twenty-four (24) hours of professional time for:
 - i. Submittal review associated with WiM scope;
 - ii. Responses to up to five (5) requests for information
 - iii. Up to two (2) on-site coordination meetings with associated sections
 - iv. Up to two (2) in-process construction inspections
 - v. One (1) walk-through/turnover/warranty inspection and report

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Mr. Timothy Wold
July 12, 2023

We have attempted to include all reasonably foreseeable elements regarding a fast-track design and specification of a stormwater irrigation BMP/municipal backup water-based landscape irrigation system to serve the designated areas of this proposed development. If this proposal is acceptable, please sign and return a copy to our offices.

If you have any questions or comments regarding any part of this proposal, please do not hesitate to contact Tim Malooly at 952-229-1911 or email; tim@watermotion.com.

Best Regards,



Tim Malooly
President
Water In Motion, Inc.
2008 US EPA WaterSense Partner of the Year

ACCEPTANCE

INITIAL

By:

(signature of an authorized project administrator)

(printed name)

Position:

Email:

Desk phone:

Mobile phone:

Date:

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2023 Professional Service Rates

Consulting

Principal	\$213.19 per hour
Senior Consultant Hourly Rate	\$213.19 per hour
Consultant Hourly Rate	\$180.00 per hour

Project-based Rates	Determined per opportunity. (ex. Master Planning, Central Control/Water Management technology, etc.) as arranged or generally 8%-10% of budget in excess of \$200K project budget and other considerations
---------------------	--

Site Assessment/auditor	\$180.00 per hour
Driving Travel Rate	Consultant rate, 15 minutes minimum
Expenses	invoiced as incurred

Design Services

CAD Designer	\$131.00 per hour
GPS plotting	\$131.00 per hour plus equipment fee
Plotting 22x34 (color)	\$60.00 per sheet for plot paper, plotter ink, etc.
Plotting 34x44 (color)	\$110.00 per sheet for plot paper, plotter ink, etc.
Plotting 22x34 (b/w)	\$4.50 per sheet for plot paper, plotter ink, etc.
Plotting 34x44 (b/w)	\$8.25 per sheet for plot paper, plotter ink, etc.
Cad file to disc/flash drive	\$10.00 per disc/flash drive

Project Support

Sr. Project Manager	\$213.19 per hour
Project Manager	\$180.00 per hour
Specification Writer	\$180.00 per hour
Administrative/clerical	\$78.19 per hour

Documents

Project-Specific Specifications	Varies, plus printing/publishing
RFP's, RFQ's, ASI	Varies, plus printing/publishing
Report writing	Varies, plus printing/publishing
Printing (8.5 x 11)	\$1.00 per sheet

Presentation & Training Services

Board Presentations	Varies, (min 2 hrs.) plus preparation work & travel expenses
Custom Presentation	\$3,000.00 (up to 2 hrs.) plus travel expenses
Prepackaged presentation	\$1,800.00 (up to 2 hrs.) plus travel expenses
Training	Varies

Service rates listed are intended as guidance, per person plus expenses as applicable. Additional rate classifications may be used depending on specific client and project requirements. Reimbursable charges such as permitting fees, subcontractor charges, per diem costs, printing, etc., are additional. Rates and titles for new work are subject to change during the year without prior notice.

NOTE: All applicable taxes will be added to the rates and are additional charges. Rules are subject to changes annually to reflect inflation.

M/12 PROJECT PROPOSALS\1 SALES AND PRICING RESOURCES

Award-Winning Professionals in Outdoor Water Use, Reuse, Consulting & Water Management
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December 17, 2025

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

Subject: Amendment Number (2) Proposal for Professional Services for Construction Services
(Grand Prairie Park) Lakeville, MN

Dear Joe Masiarchin:

Based on your request, SRF Consulting Group, Inc. ("SRF") is pleased to submit this Amendment Number 2 ("Amendment") to the Proposal, which was signed by the City of Lakeville on July 17, 2023.

Scope of Services

The Scope of Services as identified in the Proposal is amended as follows:

SRF will provide the following additional services:

- Construction administration services for site work related to Bid Packs #1, #3, and #4 for 2025.
- Work completed due to construction errors at the Main Park Building, Field Support Building, and Grandstand.
- Work completed due to unforeseen site hydrology.
- Work completed due to requested additions to the project.
- Construction administration services for site work to be completed in 2026: The final phase of construction should run from early/mid-April to the end of May – assumes roughly 10 weeks. Following construction, there will be project close-out tasks (final punch list review/prep, final site inspection, final pay application, close-out documentation, prep of data for asset management software, etc.) that will occur later in 2026. Total projected 2026 costs are \$46,200 and break down as follows:
 - Final phase of construction: 15 hours/week for 10 weeks - \$33,000
 - Project close-out: 60 hours - \$13,200
- Construction administration services for building work related to Bid Pack #2 for 2025 and 2026. (Attachment HCM Architects Construction Administration Additional Services)

Basis of Payment/Budget

Based on SRF's understanding of the amended Scope of Services, the estimated cost for this Amendment is \$340,960.00, including \$254,600 for site-related services and \$86,360 for building-related services. This results in a total estimated cost of \$1,508,127.00 for the full Scope of Services.

Amendment

Except as modified by this Amendment, all terms and conditions of the Proposal and any previous amendments shall remain in full force and effect.

Acceptance/Notice to Proceed

A signed copy of this Amendment, mailed or emailed to Tim Wold at the address on the first page of this document or at twold@srfconsulting.com, will serve as acceptance of this Amendment and SRF's notice to proceed.

We appreciate your consideration of this Amendment and look forward to continuing to work with you on this project. Please contact us if you have any questions or need additional information.

Sincerely,

SRF Consulting Group, Inc.



Timothy Wold, PLA
Senior Project Manager



Ken Grieshaber, PLA, ASLA
Project Director

TW/KG

Attachment(s): HCM Architects Construction Administration Additional Services

Approved: City of Lakeville

Signature: _____
(Mayor, Luke M. Hellier)

Signature: _____
(City Clerk, Ann Orlovsky)

Date: _____

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



HAGEN, CHRISTENSEN & MCILWAIN
ARCHITECTS

CONSTRUCTION ADMINISTRATION ADDITIONAL SERVICES

Project: Grand Prairie Park Buildings
7700 185th St. W.
Lakeville, MN 55044

Date: October 30, 2025
Comm No: 2373

General Contractor:
APX Construction Group
1961 Premier Dr. Suite 318
Mankato, MN 56001

Owner: City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Per request from the City, a breakdown of Bid Package #2 design team additional services is provided for services completed to date, anticipated in the remainder of 2025, and anticipated in 2026. The total additional services amount to **\$86,360.00**. Below is breakdown of each category:

Total of additional services completed to date

- Architectural additional services: **\$17,600.00**
 - Work performed due to construction errors at the Grandstand: \$5,600.00
 - 35 hours spent with an hourly rate of \$160
 - Cracking foundations and footings, improperly placed and poured concrete, anchor bolts set out of alignment, etc.
 - Work performed due to prolonged construction schedule and delays: \$7,200.00
 - 45 hours spent with an hourly rate of \$160
 - Incorrectly procured and installed items, late submittals and permits, GC/subcontractor scheduling issues, etc.
 - Work performed due to requested additions to the project: \$4,800.00
 - 30 hours spent with an hourly rate of \$160
 - Sloan sink upgrade, coordination of revised splash pad equipment layouts, changing flooring to epoxy in concessions space
- Structural additional services to date: **\$12,000.00**
 - Work performed before April 2025: \$4,000.00
 - Additional report and site visit to review cracking at footings and foundation walls
 - Work performed between April 2025 and August 2025: \$5,000.00
 - Responses to RFI's for fixing improperly located concrete foundations and columns
 - Work performed between August 2025 and October 2025: \$3,000.00
 - Additional report and site visit to review structural precast concrete and structural steel
 - Responses to RFI's for fixing improperly located concrete foundations and columns

PH 612-904-1332

4201 CEDAR AVENUE SOUTH

MINNEAPOLIS, MN 55407

Total of additional services to be completed in 2025:

- Architectural additional services: **\$16,000.00**
 - 10 weeks to December 31st, 2025 and projected 10 hours spent a week with an hourly rate of \$160
- MEP additional services: **\$1,000.00**
 - Separate MEP Punchlist @ Main Building

Total of additional services to be completed in 2026 (end of construction):

- Architectural additional services: **\$32,000.00**
 - 20 weeks from January 1st, 2026 to June 1st, 2026 and 10 hours spent a week with an hourly rate of \$160
- Project Closeout Procedures: **\$5,760.00**
 - Compiling record set and 11-month warranty walkthroughs, 36 hours with an hourly rate of \$160
- MEP additional services: **\$2,000.00**
 - Separate Rough-In and MEP Punchlists @ Grandstand



Date: 1/5/2026

Facility Use Agreement Between the Lakeville Yellow Ribbon and City of Lakeville

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Facility Use Agreement Between the Lakeville Yellow Ribbon and City of Lakeville.

Overview

The Lakeville Yellow Ribbon has used facility space at the Heritage Center since the center's completion. They host a number of outreach programs and events for local veterans. Staff liaisons and leadership from Lakeville Yellow Ribbon have met to review their facility needs and draft the attached agreement. The agreement outlines the relationship between the City and Lakeville Yellow Ribbon and their usage of the Heritage Center. The agreement provides clear guidelines and expectations for both City staff and Lakeville Yellow Ribbon, benefiting both parties. The agreement will be reviewed and renewed annually, with this agreement expiring on December 31, 2026.

Supporting Information

1. Facility Use Agreement Between the Lakeville Yellow Ribbon and City of Lakeville

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

FACILITY USE AGREEMENT

FACILITY USE AGREEMENT ("Agreement") made this 5th day of January 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and the **LAKEVILLE YELLOW RIBBON**, a Minnesota non-profit corporation.

RECITALS

- A. The City owns and operates the Heritage Center located at 20110 Holyoke Ave., Lakeville, MN 55044.
- B. Lakeville Yellow Ribbon uses portions of the Heritage Center for its programs.
- C. The parties desire to enter into this Agreement to provide terms and conditions related to the Lakeville Yellow Ribbon's use of the Heritage Center.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. LAKEVILLE YELLOW RIBBON USE, PAYMENTS AND FEES

- A. Lakeville Yellow Ribbon is allowed use of the designated area within the Heritage Center, as depicted in Exhibit A attached hereto ("Designated Area") for no fee.
- B. Lakeville Yellow Ribbon volunteers, staff and visitors will have access and use of all common areas, including restrooms, at no cost. Common areas are depicted on Exhibit A ("Common Areas").
- C. Lakeville Yellow Ribbon agrees to pay room usage fees for use of any other areas of the Heritage Center other than the Designated Area or Common Areas.
 - 1. The following events are exempt from fees
 - i. Women's Lunch – Heritage Room, Atrium, Kitchen
 - ii. Valentine's event - Heritage Room, Atrium, Kitchen
 - iii. Christmas party - Heritage Room, Atrium, Kitchen
 - iv. Monthly lunch – Heritage Room, Kitchen
 - 2. For no fee events, Yellow Ribbon volunteers will be responsible for room set up and take down, washing off tables and garbage removal, returning the room to how it looked upon arrival. There will be no city staff members present during no fee events.
 - 3. Heritage Center staff can be scheduled to set up and take down tables - the Facility Attendant hourly fee will be \$30/hour for 2026 and based on the Fee Schedule going forward.

- B. The City will be responsible for all costs related to utilities, internet connectivity, custodial services, maintenance of commons areas, maintenance, repair and replacement of the

facility including but not limited to electrical, plumbing, HVAC, light bulbs, maintenance, repairs and replacement of the roof and other structural elements of the building. Lakeville Yellow Ribbon is not responsible for the cost delineated in this section.

2. OWNERSHIP

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

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

3. FACILITY RESERVATIONS

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

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

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

4. DAMAGE

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

5. VEHICLES/PARKING

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

6. ALCOHOL

A. Alcoholic beverages are allowed for the Valentine's event. Alcoholic beverages are not allowed as a part of any daily/weekly groups that meet at the Heritage Center.

7. IMPROVEMENTS.

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

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

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

8. SIGNAGE. Lakeville Yellow Ribbon signage in common areas must be approved by the City prior to installation.

9. MISCELLANEOUS.

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

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

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

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

E. Lakeville Yellow Ribbon is responsible for notifying the Program Coordinator regarding any injuries that occur in their designated area within 48 hours. Lakeville Yellow Ribbon must promptly notify the City of any maintenance related issues or hazardous conditions that could cause injury or pose a safety risk as soon as they are discovered. If any dangerous or threatening behaviors are observed, Lakeville Yellow Ribbon is required to immediately call 911 and then notify the Program Coordinator as soon as possible thereafter.

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

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

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

TO LAKEVILLE YELLOW RIBBON: Lakeville Yellow Ribbon
 20110 Holyoke Avenue
 Lakeville, MN 55044
 Attn: President

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

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

12. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

20. TERM; TERMINATION.

A. The term of this Agreement shall be for one year commencing January 5th, 2026 and terminating on January 5th, 2027. Thereafter, the Agreement shall be renewed annually for a one-year period. If the City does not act and give notice sixty (60) days prior to the renewal date, the Agreement shall be automatically extended for another year commencing January 1st and from year to year thereafter, under its existing terms, unless and until the City gives notice of a non-extension.

B. This Agreement will terminate upon:

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

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

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

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

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

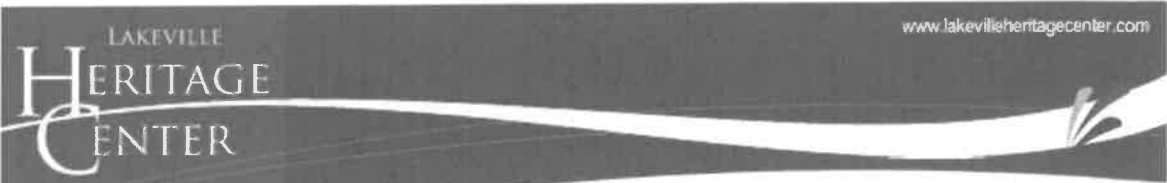
Lakeville Yellow Ribbon

By: Lakeville Yellow Ribbon

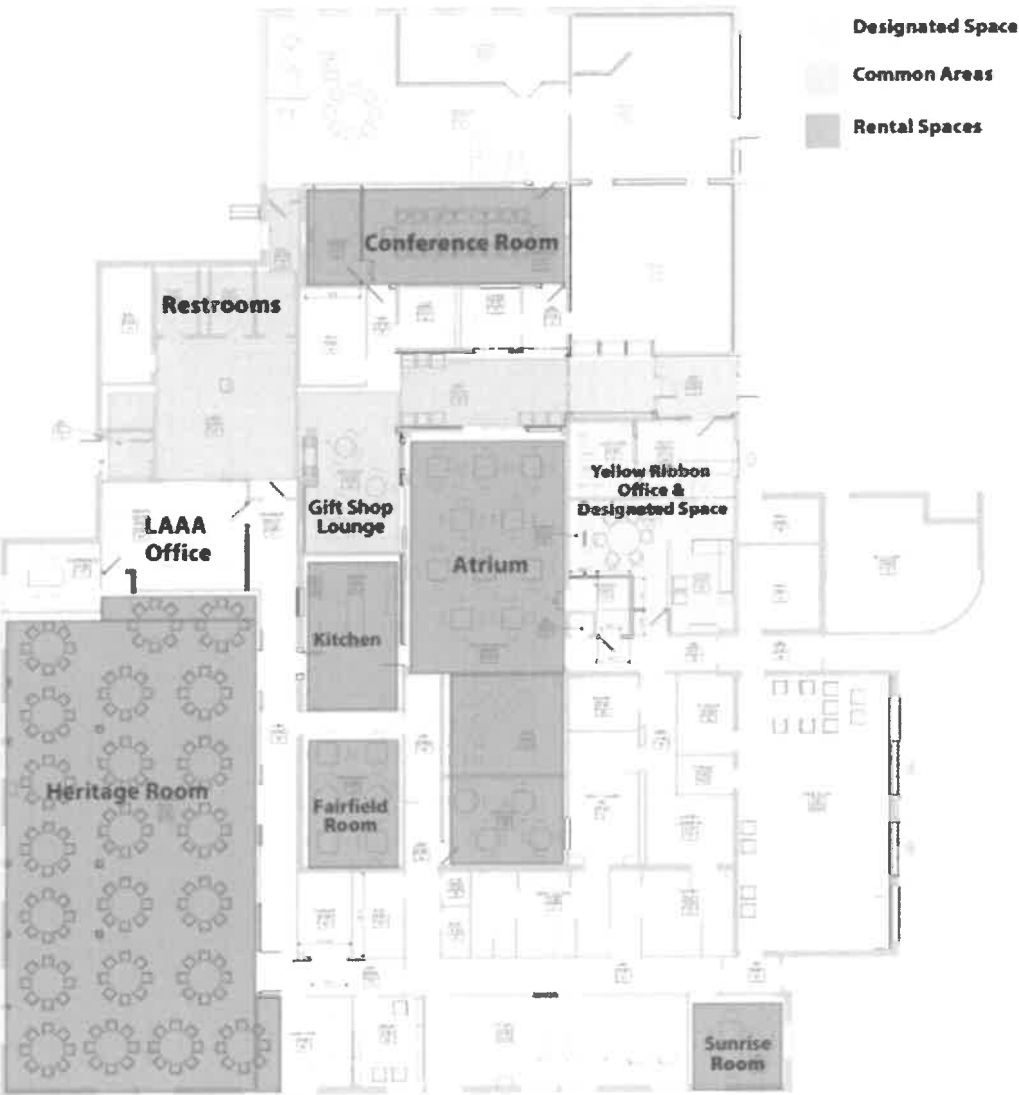
Name: Lindy Kees

Its: 12/31/2025

EXHIBIT A



Facility Layout



Enclosed you will find **an admitted** Businessowners quote for Lakeville Beyond the Yellow Ribbon, Inc.. The quote number is NBP025D0787.

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III-** Provides the Liability Limits of Insurance
- Section IV-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section V-** Offers optional coverages that are available to the applicant but are not currently included in the quote.
- Section VI-** Provides the Direct Bill Payment Description.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- A Commercial Umbrella quote that provides higher limits of Liability. It is attached as a separate quote under #CUP025D2018. This quote is optional and not required to be bound along with the primary quote. If coverage is desired, we would issue a separate policy.
- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

The carrier will send you an invoice based on the terms reflected in this quote.
Payment is due to the carrier.

Payment options available to you are:

1. Send the invoice remittance slip with payment to the lockbox address on their invoice
2. Pay online at www.usli.com/ezpay.
3. Pay by phone (automated system available 24/7) at 866-632-2003

Your invoice will include a unique number that will allow you to register your policy at www.usli.com/ezpay. By registering your policy, you will have access to additional information as well as the option to set-up recurring payments. Recurring payments are a great way to minimize the possibility of your policy being cancelled or not renewed because payment was not received.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide



HOMESERVICES INSURANCE INC.
119 14th Street NW, Suite 150
Saint Paul, MN 55112

katlyn.oneil@homeservices-ins.com
Phone: (651) 602-5660 Fax: (651) 602-5661

feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Sincerely,
Katlyn O'Neil
HOMESERVICES INSURANCE INC.

NBP025D0787

Quote is valid until 2/2/2026

To: **Lakeville Beyond the Yellow Ribbon, Inc.**

From: Katlyn O'Neil

katlyn.oneil@homeservices-ins.com

Please bind effective: _____

Insured email address: _____

Insured phone number: _____

Confirm optional coverages:

☐ Do not include any optional coverages.

☐ Include the following optional coverages

(Taxes & Fees may apply to optional premium if purchased)

☐ Option 1 - (add: \$55.00) - Equipment Breakdown

☐ Option 2 - (subtract: \$114.00) - Directors And Officers Shared Limits

☐ Option 3 - (add: \$100.00) - Fiduciary Liability - Non-Profit Directors & Officers

☐ Option 4 - (subtract: \$132.00) - Defense Within the Limits

☐ Option 5 - (add: \$100.00) - Terrorism Coverage

*See Terrorism Section for Exact Pricing and Terms

This policy is eligible to be Direct Billed.

Note: a \$5.00 installment fee will apply to each installment after the first - please select one of the following:

☐ **Direct Bill both this New Business and future Renewals**

(If checked - Select a Payment Plan):

☐ SINGLE PAYMENT

☐ TWO PAYMENTS - Premium must be over \$400

☐ THREE PAYMENTS - Premium must be over \$675

☐ FOUR PAYMENTS - Premium must be over \$1,000

See the last page of this quote for Payment Plan Descriptions

☐ **Do not Direct Bill this New Business but do Direct Bill future Renewals**

☐ **Do not Direct Bill this policy**

NOTE: If the Direct Bill Option is selected, the Company will invoice the insured. Do not bill or collect the down payment. All taxes, surcharges and fees (except installment fees) will be billed in full with the first installment.

☐ **Bind Excess Liability At \$1,000,000 - Inquire for higher limits.**

See attached Quote #CUP025D2018 (separate billing applies).

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

BUSINESSOWNERS POLICY INFORMATION

Carrier: United States Liability Insurance Company

Status: Admitted

A.M. Best Rating: A++ (Superior) - XIV

COVERAGE PART

PREMIUM

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

Businessowners	\$712.00
Management Liability Coverages	\$877.00
PLEASE REFER TO THE EXCESS LIABILITY QUOTE #CUP025D2018 IF HIGHER LIMITS OF LIABILITY ARE DESIRED.	
TOTAL PREMIUM DUE TO CARRIER	\$1,589.00
ADDITIONAL COSTS	
Broker Fee	
Minnesota Fire Safety Surcharge (.650%) (Fire only)	\$.33
TOTAL AMOUNT DUE	

This account is subject to the following - Sections A, B and C:

A. Prior To Bind Requirements:

- Does the organization host, sponsor or organize any special events (additional premium may apply)?
- If yes, provide the following:
- What is the number of event days with up to 250 attendees?
- What is the number of event days with 251 - 2,500 attendees? (Please note we will exclude events with over 2,500 attendees)
- What is the number of event days where the organization serves or permits alcohol in exchange for a charge or donation?

Responses to the Prior to Bind questions below are not needed if the completed and signed application is submitted at the time of binding.

"x" indicates Prior to Bind requirement for Coverage Part

Liab = Liability; Prop = Property; Liq = Liquor; Cr = Crime; IM = Inland Marine;

Prof = Directors and Officers and/or Employment Practices Liability as quoted

Prof	Liab	Eligibility Question (applies to all locations)	Response
x		Is the fully completed Specialty Non Profit Package Application, SNPP, included with the bind request? *Application must be dated no more than 45 days prior to the effective date of coverage and signed by one of the following: officer, member of the board of directors, managing member or executive director with authority to bind Applicant to the representations therein	☐ Yes ☐ No
	x	Are direct social service programs including but not limited to thrift store operations, counseling and referral services, residential shelters, day/overnight camps, or healthcare provided?	☐ Yes ☐ No
	x	Is organization involved with any of the following services: Current or future construction or renovation projects, land acquisition, adoption/foster care, legal, medical/dental, financial, publishing, medical journal publication, real estate listings, research and development, or involved in activism?	☐ Yes ☐ No

B. Items Required Within 21 days of the inception of coverage:

- No Items Required Within 21 Days

C. Underwriting Notes:

- Additional credit may be available if the building is less than 16 years old. Please provide the year the building was built.
- If the Organization has Subsidiaries or Chapters requiring coverage, please submit a completed USLI Subsidiary Addendum (NPSADD) for each one
- If Fiduciary is desired, complete the fiduciary questions on the application.
- Thank you for the opportunity to quote this risk.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 20110 Holyoke Avenue, Lakeville, MN 55044

Construction: Frame / Protection Class: 6

Property Coverage

Perils: Special

Coverage	Limit	Deductible	Valuation	Rate	Premium
Business Personal Property	\$5,000	\$1,000	Replacement Cost		Included
Business Income and Extra Expense	Excluded	N/A	Not Applicable		N/A

Property Coverage Premium for Location #1: \$50 MP

Coverages automatically provided by Businessowners coverage form

Business Personal Property - automatic increase	25% during peak season	Business Personal Property at newly acquired locations	\$100,000
Business Personal Property not at premises	\$10,000	Outdoor Property (including trees, shrubs, and plants)	\$500 per tree/shrub/plant - \$2,500 total limit
Exterior Building Glass	Up to Business Personal Property	Signs attached to the Building	\$1,000
Increased Cost of Construction	\$10,000 - Only when Building coverage with Replacement Cost is provided	Valuable Papers & Records	\$10,000 (\$5,000 not at premises)
Accounts Receivable	\$10,000 (\$5,000 not at premises)	Personal Effects	\$2,500
Forgery and Alteration	\$2,500	Money Orders and Counterfeit Paper Currency	\$1,000
Fire Department Service Charge	\$1,000		

Warranted Property Conditions

- All electric is on functioning and operational circuit breakers [P-6]
- Functioning and operational smoke/heat detectors in all units or occupancies [P-5]

Liability Coverage

Description	Fire Code	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Membership Organization (Business) - no premises owned or leased - Not-for-Profit only	0757	41670	Members	350	0.000	1.607	\$0	\$562
				Per Members				
Blanket Additional Insured - Non-Profit Package		49950	Flat	1	0.000	100.000	\$0	\$100
				Flat				

Liability Coverage Premium for Location #1: \$662

Management Liability Coverages

Description	Retention (each claim)	Premium
Directors and Officers Liability	\$0	\$698
Employment Practices Liability	\$0	\$179

Management Liability Coverages Premium for Location #1: \$877

Total for Location: \$1,589

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

III. LIABILITY LIMITS OF INSURANCE**BUSINESSOWNERS GENERAL LIABILITY**

Liability and Medical Expense	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damage To Premises Rented to You	\$100,000
General Aggregate	\$2,000,000
General Liability Deductible	\$0

DIRECTORS & OFFICERS LIABILITY

Claims Made Limit	\$1,000,000
-------------------	-------------

EMPLOYMENT PRACTICES LIABILITY

Claims Made Limit	\$1,000,000
-------------------	-------------

Optional Additional Limit- Must be less than or equal to D&O limit.

IV. REQUIRED FORMS & ENDORSEMENTS**Non Profit Management Liability Endorsements**

DO MN	(05/17) Minnesota State Amendatory Endorsement	DO-314	(03/21) Biometric Information Exclusion
DO-100	(05/17) Directors and Officers Coverage Part	DO-GTC	(05/17) General Terms and Conditions
DO-101	(05/17) Employment Practices Coverage Part	PL 1 PFAS	(03/23) Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
DO-283	(05/17) Data and Security Plus Endorsement	SNPP	(04/08) Specialty Non Profit Package Application
DO-290	(05/17) Fair Labor Standards Act Endorsement - Defense Costs and Indemnity Coverage		

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

Common Endorsements

BP-1	(05/04) Business Income And Extra Expense Exclusion	BP-60	(05/07) Exclusion For Bleacher Collapse
BP-101	(12/20) Exclusion of Certified Acts of Terrorism (Coverage for Certain Fire Losses)	BP-65	(05/07) Exclusion For Mechanical Rides
BP-107	(04/08) Actual Cash Value Definition	BP-88	(04/06) Expanded Definition of Bodily Injury
BP-11	(05/04) Exclusion - Fiduciary Liability and Financial Services	BP-90	(11/10) Amended Definition
BP-115	(07/08) Protective Devices Or Services Provisions	BP-95	(05/07) Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP-145 NPP	(06/10) Blanket Additional Insured Endorsement	BP-96	(05/07) Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
BP-152	(08/10) Separation Of Insureds Clarification Endorsement	BP-97	(05/07) Exclusion For Event Vendor/Exhibitor & Contractor
BP-165	(05/18) Exclusion - Specific Activities, Events or Conditions or Over 2,500 People	BP0003	(01/10) Businessowners Coverage Form
BP-168	(11/11) Exclusion - Injury To Performers Or Entertainers	BP0125	(01/10) Minnesota Changes
BP-179 NBP	(12/17) Amendment of Liquor Liability Exclusion	BP0417	(01/10) Employment-Related Practices Exclusion
BP-193	(08/14) Limits Of Insurance Under Multiple Coverage Parts	BP1505	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included
BP-201	(09/16) Coverage Extension - Education Services	BP1560	(02/21) Cyber Incident Exclusion
BP-40	(03/11) Molestation Or Abuse Exclusion	BP1591	(12/23) Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
BP-48	(05/16) Exclusion – Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen	Jacket	(07/19) Policy Jacket
BP-49	(01/13) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead	Notice-CyberIncidentExcl-BP	(01/21) Cyber Incident Exclusion Endorsement - Advisory Notice to Policyholder
BP-58	(05/07) Animal Exclusion	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
BP-59	(02/13) Exclusion - Athletic Activity Or Sport Participants		

V. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

	Coverage	Additional Premium
Option 1	Equipment Breakdown	\$55.00

Important Information

- Addresses potential gaps in coverage by providing coverage for
 - Mechanical Breakdown, Electrical Arcing
 - Loss or damage to hot water boilers & steam equipment
 - Steam explosion of boilers, piping, engines & turbines
 - \$250,000 limit for Refrigeration Contamination
 - \$250,000 limit for Perishable Goods Spoilage
- If this coverage is purchased, add BP-47 Equipment Breakdown
- Includes free jurisdictional inspections (as required by law or regulation)

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

	Coverage	Subtract Premium
Option 2	Directors And Officers Shared Limits	\$114.00

Important Information

- The premium noted will be subtracted from the Management Liability Coverage premium indicated on the quote.
- The NDO Shared Limits Coverage provides the following for a lower premium:
 - o Combined aggregate limit for D&O and EPL and/or Fiduciary Liability, if purchased the form DO-280 - Shared Aggregate Limit will be added to the Professional Liability coverage.
- The Shared Limit Option is a 13% reduction in premium from the Separate Limit option.

	Coverage	Additional Premium
Option 3	Fiduciary Liability - Non-Profit Directors & Officers	\$100.00

Important Information

- If purchased, the DO-256 Fiduciary Liability Coverage Endorsement will be added which coincides with the D&O Limits up to \$1 million with defense inside that limit.

	Coverage	Subtract Premium
Option 4	Defense Within the Limits	\$132.00

Important Information

- If Defense Within the Limits is selected, DO-281 Defense Within the Limits endorsement will be added.
- Moves defense costs to within the limits of liability for a discounted price.

	Coverage	Additional Premium
Option 5	Terrorism Coverage	\$100.00

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act, is available for an additional premium of \$100 or 5.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.

VI. DIRECT BILL PAYMENT PLAN DESCRIPTIONS**One Year Payment Plan Descriptions:**

SINGLE PAYMENT - The entire premium is invoiced immediately.

TWO PAYMENTS - 50% of the premium is invoiced immediately; the balance is invoiced approximately 5 months after inception.

THREE PAYMENTS - 40% of the premium is invoiced immediately; the balance is invoiced in two equal installments approximately 4 months and 7 months after inception.

FOUR PAYMENTS - 40% of the premium is invoiced immediately; the balance is invoiced in three equal installments approximately 4 months, 6 months, and 8 months after inception.

A detailed installment schedule will be included with the first invoice. An installment fee as noted on page 1 of this quote applies to each installment after the first.

Specialty Non Profit Package Application

Package Policy designed for office based Non Profit organizations (including, but not limited to Chamber of Commerce, Trade Associations, Business Associations and Charitable Organizations).

Please complete all sections of this application and have signed by the applicant.

GENERAL INFORMATION

Name Of Organization: Lakeville Beyond the Yellow Ribbon, Inc.

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Location Address: 20110 Holyoke Avenue ☐ Same as mailing address

City: Lakeville State: MN Zip Code: 55044

Website Address: _____ Email Address: _____

APPLICANT ELIGIBILITY

Are there past, pending or planned foreclosures and/or bankruptcies or judgments for unpaid taxes against the named insured or any officer, partner, member or owner, individually within the last five years? ☐ Yes ☒ No

Has Insurance coverage been cancelled or non-renewed in the past three years? (not applicable in MO) ☐ Yes ☒ No

Does the organization have tax exempt status by the I.R.S.? ☒ Yes ☐ No

Are direct social service programs including but not limited to thrift store operations, counseling and referral services, residential shelters, day/overnight camps, or healthcare provided? ☐ Yes ☐ No

Does the organization perform any operations located outside the U.S., or organize any international travel or international activities? ☐ Yes ☒ No

Is the applicant operating as a nonprofit? ☒ Yes ☐ No

Is organization involved with any of the following services: Current or future construction or renovation projects, land acquisition, adoption/foster care, legal, medical/dental, financial, publishing, medical journal publication, real estate listings, research and development, or involved in activism? ☐ Yes ☐ No

LOCATIONS OF COVERAGES AND CORRESPONDING CLASSIFICATIONS

Location #1

Address	City	State	Zip
20110 Holyoke Avenue	Lakeville	MN	55044

Construction: Frame Protection Class: 6 No. of Stories: _____ Total Square Footage: _____

Year Built: _____ Years at this location: _____ Roof Age: _____

Roof Type: ☒ Flat ☐ Shingle ☐ Wood Shake ☐ Metal ☐ Tile ☐ Slate ☐ Other _____

Plumbing: ☒ PVC ☐ Copper ☐ Lead ☐ Iron ☐ Galvanized ☐ Other _____

Updates: Plumbing: _____ Electrical: _____ Heating: _____

Protective Devices:	☐ Functional & operational smoke detectors		
	☐ Burglar Alarm	☐ Central Station	☐ Local
	☐ Fire Alarm	☐ Central Station	☐ Local
	☐ Sprinkler System _____ % of the building		
Cause of Loss:	☒ Special Form ☐ Broad Form ☐ Basic Form		
Exclusions:	☐ Wind & Hail ☐ Water Damage ☐ Theft ☐ Sprinkler Leakage		
Deductible:	☐ \$500 ☒ \$1,000 ☐ \$2,500 ☐ \$5,000 ☐ Other _____		

Coverage	Limit	Additional Information
----------	-------	------------------------

Business Personal Property	\$5,000	Co-Insurance: ☒ 80% ☐ 90% ☐ 100% Valuation: ☒ Replacement Cost ☐ Actual Cash Value
Business Income and Extra Expense	\$	Co-Insurance: ☐ 80% ☐ 90% ☒ 100% Valuation: ☐ Replacement Cost ☐ Actual Cash Value

UNDERWRITING INFORMATION FOR LOCATION #1

Classification	Premium Basis	Exposure	Applicable Sq. Ft.
Membership Organization (Business) - no premises owned or leased - Not-for-Profit only	Members	350	
Blanket Additional Insured - Non-Profit Package	Flat	1	

PROPERTY ELIGIBILITY

Do all public areas, occupancies and/or habitational units have functioning and operational smoke and/or heat detectors?

☒ Yes ☐ No

Are there functioning and operational fire extinguishers readily available?

☒ Yes ☐ No

GENERAL LIABILITY ELIGIBILITY

Do all public areas, occupancies and/or habitational units have functioning and operational smoke and/or heat detectors?

☒ Yes ☐ No

LOSS HISTORY

Property

Please provide detail below

Year Status Incurred

Description

Liability

Please provide detail below

Year Status Incurred

Description



United States Liability Insurance Company

Nonprofit Management Liability Policy Application

YOU CAN OBTAIN A QUOTE BY PROVIDING THE INFORMATION IN THE INSTANT QUOTE SECTION SUBJECT TO THE REMAINDER PROVIDED PRIOR TO BINDING.

All questions must be answered and application must be signed by the applicant. **This is an application for a claims made policy - Please read your policy carefully.** Application for Nonprofit Directors and Officers Liability Insurance and Employment Practices Liability Insurance (optional) and Fiduciary Liability Insurance (optional)

New York Disclosure Notice: Under DO 290 NY, DO 281 NY and DO 282 NY, if made part of your policy, the limits of liability available under this policy may be completely exhausted by the payment of defense costs. Defense costs shall be applied against the retention.

I. INSTANT QUOTE INFORMATION

Instant Quote is only available for accounts with no losses in the past five years. If there is a loss history, please detail the losses below.

Applicant's Name: Lakeville Beyond the Yellow Ribbon, Inc.

Location Address: 20110 Holyoke Avenue ☐ Same as mailing address or complete section III.

City: Lakeville State: MN Zip: 55044

Web Address: _____ Email Address of primary contact: _____

Description of Operations:

Total Annual Revenue: \$100,000 (If > \$2 million attach the most recent 12-month financial statement)

If less than 3 years in operation, annual revenue: this year \$100,000 next year: _____ third year: _____

Total Fund Balance (Total Assets minus Total Liabilities): _____

Full Time Employees: 0 Part Time: 0 Temporary/Seasonal: 0 Volunteers: 12

Does the organization perform any operations located outside the U.S.? No In Existence Since: _____

II. UNDERWRITING INFORMATION

1. Does the organization have an anti-harassment and anti-discrimination policy? ☐ Yes ☐ No

2. Does the organization have tax exempt status by the I.R.S.? ☒ Yes ☐ No

3. Does the organization have General Liability Insurance? ☒ Yes ☐ No

4. Expiring Information: Carrier _____ Limits _____ Retention _____ Premium _____

(Attach a statement of details for all "yes" answers to the following questions)

5. Is any entity proposed for Insurance involved in any of the following:

a) Research, development or testing? ☐ Yes ☒ No

b) Certification, accreditation or standard-setting? ☐ Yes ☒ No

c) Disciplinary actions as a result of peer review activities? ☐ Yes ☒ No

d) Administration or sponsorship of any insurance programs? ☐ Yes ☒ No

e) Labor/union negotiations or collective bargaining? ☐ Yes ☒ No

6. Does the applicant have any chapters or subsidiaries requiring coverage? ☐ Yes ☐ No
7. Has any entity proposed for insurance closed, downsized, laid off, reduced staff, sold, merged with or acquired any company in the past 12 months or anticipates doing so in the next 12 months? ☐ Yes ☐ No
8. Has the Applicant or any person proposed for coverage (whether or not in the service of Applicant) been the subject of or been involved directly or indirectly in any civil, criminal, regulatory, legislative or administrative proceeding(s)? ☐ Yes ☐ No
- 9 a. Within the last 5 years, has any inquiry, complaint, notice of hearing, claim or suit been made against any entity proposed for Insurance, or any person proposed for Insurance in the capacity of Director, Officer, Trustee, Employee or Volunteer of any entity proposed for Insurance? ☐ Yes ☐ No
- 9 b. Is any person(s) proposed for this insurance aware of any fact, circumstance or situation which may result in claim against any entity proposed for Insurance or any of its Directors, Officers, Trustees, Employees or Volunteers? ☐ Yes ☐ No
10. Has any Policy for Directors and Officers or Employment Practices Liability ever been cancelled or non-renewed? ☐ Yes ☐ No
(Do not answer if applicant is located in Missouri)

III. FIDUCIARY

(All questions must be answered in order for Fiduciary Liability coverage to be bound.)

1. Does each Pension Plan use an outside Investment Manager? ☒ Yes ☐ No
2. Does each Plan subject to ERISA comply with all applicable requirements of ERISA and the Internal Revenue Code of 1982, as amended (the "Code") including: eligibility, participation, vesting, fiduciary responsibility and funding standards? ☒ Yes ☐ No
3. In the past 2 years has there been or is there now under consideration any material changes to a Plan or termination/consolidation of a Plan? ☐ Yes ☒ No
4. Has there been or is there now pending any claim(s) against any proposed Insured arising out of any Plan? ☐ Yes ☒ No
5. Does any proposed Insured have knowledge or information of any act, error or omission which might give rise to a claim under the proposed Fiduciary Liability Coverage? ☐ Yes ☒ No

IV. ADDITIONAL APPLICANT INFORMATION

Applicant's Mailing Address: _____
City: _____ State: _____ Zip: _____

Minnesota Notice: Authorization or agreement to bind the insurance may be withdrawn or modified only based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

Retail Agency Name: HOMESERVICES INSURANCE INC. License #: _____
Main Agency Phone Number: 651 602 5660
Agency Mailing Address: _____
City: _____ State: _____ Zip: _____

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's Signature: _____ Title: _____ Date: _____
President, Chairperson or Executive Director

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

☐	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
☐	I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.

Applicant Name (Print)

Named Insured

Authorized Signature

Date



Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.



THE BUSINESS RESOURCE CENTER

Save Time and Money with Free and Discounted Resources

As a policyholder through USLI, you have access to many free and discounted services that will assist you in operating and growing your business through the Business Resource Center (BRC). Consider the following services and associated cost savings when deciding where to place your insurance!

Free

HR Consultation Helpline and Library by PeopleSystems

Speak to a HR expert for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hour regulations and more.

Call 1-877-655-3566. Representatives are available from 8 a.m. to 7:30 p.m. ET. Please have your USLI policy number available for easy registration.

Data Breach Prevention and Response Resources by eRiskHub®

Better understand your exposure to a data breach and the importance of a response plan. Gain access to training videos, risk assessment, and a data breach calculator.

Loss Control Resources on Property Safety, Disaster Preparedness and Recovery

Access a library of articles, checklists and videos for guidance on how to mitigate property-related risks. Along with tips for preparing for natural disasters and severe weather.

Discounted

Background Checks and Screenings by Background Info USA

Packages include security number validation, address tracing, multi-court criminal database, sex offender and OFAC security searches, and more.

Receive your *first employment/volunteer background check package for free*. Additional screenings start at \$10, excluding court and/or state fees.

- 10-panel Drug Screening - \$36
- Tenant Screening - \$20
- Motor Vehicle Report (MVR) - \$5 + state fees
- Credit Report - \$10

HR and Payroll Management System by Primepoint

Integrated and customizable solution that saves time and provides business intelligence to manage your business more effectively. Receive 10-25% off.

Employee Workplace Assessment by Talogy

The Caliper Profile is an in-depth assessment to help employers make informed hiring decisions based on objective information. Receive the test and consultation with a representative for \$265.

State-specific Compliance Training by Traliant

Immersive learning experiences on topics like sexual harassment and prevention, workplace safety, HR, diversity and inclusion. Receive 10% off.

Stationery, Signage and Promotional Items by ANRO and Conlins Printing

Work directly with the vendor who will guide you through the process of ordering business cards, envelopes, letterhead, banners, lawn signs, table throws, posters and more. Receive 15-30% off.

Additional Online Certifications

- Alcohol Safety by LiquorTraining.com - \$11 per server
- Food Handlers and Managers by StateFoodSafety - 10% off
- CPR and First Aid by Protraining - 10% off



Use your policyholder benefits to their fullest.
Visit bizresourcecenter.com to get started.



HOMESERVICES INSURANCE INC.
119 14th Street NW, Suite 150
Saint Paul, MN 55112

katlyn.oneil@homeservices-ins.com
Phone: (651) 605-2783 Fax: (651) 602-5661

Enclosed you will find an annual **admitted** Commercial Umbrella Coverage for Lakeville Beyond the Yellow Ribbon, Inc.. The quote number is CUP025D2018 Version 2 .

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Schedule of Underlying Coverages
- Section III-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section IV-** Offers optional coverages that are available to the applicant but are not currently included in the quote.
- Section V-** Provides the Direct Bill Payment Description.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

The carrier will send you an invoice based on the terms reflected in this quote.
Payment is due to the carrier.

Payment options available to you are:

1. Send the invoice remittance slip with payment to the lockbox address on their invoice
2. Pay online at www.usli.com/ezpay.
3. Pay by phone (automated system available 24/7) at 866-632-2003

Your invoice will include a unique number that will allow you to register your policy at www.usli.com/ezpay. By registering your policy, you will have access to additional information as well as the option to set-up recurring payments. Recurring payments are a great way to minimize the possibility of your policy being cancelled or not renewed because payment was not received.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Sincerely,
Katlyn O'Neil
HOMESERVICES INSURANCE INC.



HOMESERVICES INSURANCE INC.
119 14th Street NW, Suite 150
Saint Paul, MN 55112

katlyn.oneil@homeservices-ins.com
Phone: (651) 605-2783 Fax: (651) 602-5661

CUP025D2018 Version 2

Quote is valid until 2/2/2026

To: **Lakeville Beyond the Yellow Ribbon, Inc.**

From: Katlyn O'Neil

katlyn.oneil@homeservices-ins.com

Please bind effective: _____
Insured email address: _____
Insured phone number: _____

Confirm optional coverages:

- ☐ Do not include any optional coverages.
☐ Include the following optional coverages
(Taxes & Fees may apply to optional premium if purchased)
☐ Option 1 - Terrorism Coverage

This policy is eligible to be Direct Billed.
Note: a \$5.00 installment fee will apply to each installment after the first - please select one of the following:

- ☐ **Direct Bill both this New Business and future Renewals**
(If checked - Select a Payment Plan):
☐ SINGLE PAYMENT
☐ TWO PAYMENTS - Premium must be over \$400
☐ THREE PAYMENTS - Premium must be over \$675
☐ FOUR PAYMENTS - Premium must be over \$1,000

See the last page of this quote for Payment Plan Descriptions

- ☐ **Do not Direct Bill this New Business but do Direct Bill future Renewals**
☐ **Do not Direct Bill this policy**

NOTE: If the Direct Bill Option is selected, the Company will invoice the Insured. Do not bill or collect the down payment. All taxes, surcharges and fees (except installment fees) will be billed in full with the first installment.

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

COMMERCIAL UMBRELLA COVERAGE POLICY INFORMATION

Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XIV
Term Quoted:	Annual

LIMIT OPTIONS

PREMIUM

☐ \$1,000,000

\$355 (MP)

ADDITIONAL COSTS

Broker Fee

\$ _____

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSUREDS – VISIT BIZRESOURCECENTER.COM FOR DETAILS

We have provided a pre-filled application that would assist in satisfying these requirements.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

This account is subject to the following - Sections A, B and C:

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if: 1) the information provided in the completed application is different from the original submission, 2) a web search, if completed at our discretion, reveals unsatisfactory results or indications of ineligible factors, or 3) there is a significant change in the risk from the date it was quoted.

A. Prior To Bind Requirements:

Confirmation that all of the following are True:

- The organization is not involved with any of the following services: Current or future construction or renovation projects, land acquisition, adoption/foster care, legal, medical/dental, financial, publishing, medical journal publication, real estate listings, research and development, or involved in activism
- Does the organization host, sponsor or organize any special events (additional premium may apply)?
- If yes, provide the following:
 - -What is the number of event days with up to 250 attendees?
 - -What is the number of event days with 251 - 2,500 attendees? (Please note we will exclude events with over 2,500 attendees)
 - -What is the number of event days where the organization serves or permits alcohol in exchange for a charge or donation?

B. Items Required Within 21 days of the inception of coverage:

- No 21 Day Subject to Notes

C. Underwriting Notes:

- Please be advised, we have prepared this quote of higher limits of liability based on the information provided for a primary quote. It is valid only over the United States Liability Insurance Group quote provided, however we can consider adjusting it to be valid over other carriers. In addition, we can possibly include other lines of coverage in the underlying such as Automobile Liability and Employer's Liability.
- Please contact me if you wish to discuss further.
- Thank you for the opportunity to quote this risk.

II. SCHEDULE OF UNDERLYING COVERAGES

Commercial General Liability		Limits of Liability
Carrier: United States Liability Insurance Group	Each Occurrence:	\$1,000,000
AM Best Rating: A++	Products/Completed Operations Aggregate:	\$2,000,000
	General Aggregate:	\$2,000,000
	Personal & Advertising Injury:	\$1,000,000
Automobile Liability		Not Covered
Employers Liability		Not Covered
Professional Liability		Not Covered
Non Profit Liability		Limits of Liability
Carrier: United States Liability Insurance Group	Directors and Officers:	\$1,000,000
AM Best Rating: A++	Employment Practices:	\$1,000,000

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

III. REQUIRED FORMS & ENDORSEMENTS

CUP	(07/05) Commercial Umbrella Policy	Jacket	(07/19) Policy Jacket
CUP113	(05/05) Automobile Liability Exclusion	L 838 PFAS	(03/23) Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
CUP114	(02/07) Coverage A - Excess Following Form Professional Liability Coverage Endorsement	L-387	(12/19) Exclusion - Mechanical Riding Devices and Mechanical Amusement Devices
CUP115	(01/07) Coverage A - Excess Following Form Professional Liability Coverage Endorsement	L-472	(07/08) Exclusion - Injury To Performers Or Entertainers
CUP542	(12/20) Exclusion of War and Certified Acts of Terrorism	L-536	(09/09) Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
CUP549	(09/16) Exclusion - Unmanned Aircraft	L-622	(07/08) Abuse Or Molestation Exclusion
IUL100	(07/06) Expected or Intended Injury Exclusion	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
IUL117	(09/10) Nuclear Energy Liability Exclusion (Broad Form)		

IV. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage		Rate
Option 1	Terrorism Coverage	See notes for rate information

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act, is available for an additional premium of \$100 or 5.0000% of the total applicable premium for this risk, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE – Notice of Terrorism Exclusion. When making your decision whether to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount and limits in this policy applicable to losses arising from events other than acts of terrorism.
- Coverage available under this offer is contingent on the underlying policies providing terrorism coverage and at the same limit as the Schedule of Underlying Coverages

V. DIRECT BILL PAYMENT PLAN DESCRIPTIONS**One Year Payment Plan Descriptions:**

SINGLE PAYMENT - The entire premium is invoiced immediately.

TWO PAYMENTS - 50% of the premium is invoiced immediately; the balance is invoiced approximately 5 months after inception.

THREE PAYMENTS - 40% of the premium is invoiced immediately; the balance is invoiced in two equal installments approximately 4 months and 7 months after inception.

FOUR PAYMENTS - 40% of the premium is invoiced immediately; the balance is invoiced in three equal installments approximately 4 months, 6 months, and 8 months after inception.

A detailed installment schedule will be included with the first invoice. An installment fee as noted on page 1 of this quote applies to each installment after the first.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****



Date: 1/5/2026

**Ordinance Amending Title 11 of the City Code and Summary Ordinance for Publication
Related to Auto Repair Businesses**

Proposed Action

Staff recommends adoption of the following motion: Move to approve an ordinance amending Title 11 of the City Code and a summary ordinance for publication.

Overview

Community Development Department staff recommends approval of an ordinance amending Title 11 (Zoning Ordinance) of the City Code as presented. The proposed amendment to Chapter 86: I-1 Light Industrial District provides more flexibility for the location of fenced outdoor storage areas for major automobile repair use.

The Planning Commission held a public hearing on the proposed ordinance amendment at their December 18, 2026 meeting. There were no public comments. The Planning Commission unanimously recommended approval of the ordinance amendment.

Supporting Information

1. Ordinance Amendment, redline and clean
2. Summary For Publication
3. December 18, 2025 Planning Commission draft meeting minutes
4. December 10, 2025 Planning report

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Kris Jenson, Planning Manager

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE
LAKEVILLE CITY CODE

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section 11-86-7.B of the Zoning Ordinance (Conditional Uses) is hereby amended to read as follows:

B. Automobile repair, major provided that:

1. All building materials and construction including those of accessory structures must be in conformance with section 11-17-9 of this title.
2. Not less than twenty five percent (25%) of the lot, parcel or tract of land shall remain as landscaped green area according to the approved landscape plan.
3. The entire area other than occupied by buildings or structures or planting shall be surfaced with bituminous material or concrete which will control dust and drainage. The entire area shall have a perimeter curb barrier, a stormwater drainage system and is subject to the approval of the City Engineer.
4. The hours of operation shall be between seven o'clock (7:00) A.M. and eight o'clock (8:00) P.M. Evening hours of operation shall be subject to the approval of the City Council.
5. All painting must be conducted in an approved paint booth. All paint booths and all other activities of the operation shall thoroughly control the emission of fumes, dust or other particulate matter so that the use shall be in compliance with the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 1-15, as amended.
6. The emission of odor by a use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7011, as amended.
7. All flammable materials, including liquids and rags, shall conform with the applicable provisions of the Minnesota Uniform Fire Code.
8. Outside storage is prohibited, except as provided for below. The storage of damaged vehicles, vehicles being repaired and vehicle parts and accessory equipment must be completely inside a principal or accessory building, or enclosed and screened as follows:

- a. The outdoor storage area shall not be located on the side of a site facing a Principal Arterial roadway, as classified in the Lakeville Transportation Plan.
- b. The storage area shall be enclosed by a solid privacy fence between six (6) feet and eight (8) feet in height, meeting the requirements for fence materials and construction in Section 11-21-5.
- c. When adjacent to residential zoned property, the ~~The~~ fenced storage area shall be landscaped with a greenbelt as described in Section 11-21-9: Required Screening and Landscaping.
- d. The fenced storage area shall meet or exceed the required setbacks for structures when abutting public right-of-way or residential zoned property. Otherwise, the fenced storage area shall have a minimum rear yard setback of 10 feet.
- e. The fenced storage area shall not occupy more than twenty percent (20%) of the lot area or ten thousand (10,000) square feet, whichever is less.
- f. Individual vehicles shall not be stored on site longer than 30 days.

Section 2. This ordinance shall be effective immediately upon its passage and publication according to law.

ADOPTED by the Lakeville City Council this 5th day of January, 2026.

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

ATTEST

BY: _____

Ann Orlofsky, City Clerk

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE
LAKEVILLE CITY CODE

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section 11-86-7.B of the Zoning Ordinance (Conditional Uses) is hereby amended to read as follows:

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1. All building materials and construction including those of accessory structures must be in conformance with section 11-17-9 of this title.
2. Not less than twenty five percent (25%) of the lot, parcel or tract of land shall remain as landscaped green area according to the approved landscape plan.
3. The entire area other than occupied by buildings or structures or planting shall be surfaced with bituminous material or concrete which will control dust and drainage. The entire area shall have a perimeter curb barrier, a stormwater drainage system and is subject to the approval of the City Engineer.
4. The hours of operation shall be between seven o'clock (7:00) A.M. and eight o'clock (8:00) P.M. Evening hours of operation shall be subject to the approval of the City Council.
5. All painting must be conducted in an approved paint booth. All paint booths and all other activities of the operation shall thoroughly control the emission of fumes, dust or other particulate matter so that the use shall be in compliance with the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 1-15, as amended.
6. The emission of odor by a use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7011, as amended.
7. All flammable materials, including liquids and rags, shall conform with the applicable provisions of the Minnesota Uniform Fire Code.
8. Outside storage is prohibited, except as provided for below. The storage of damaged vehicles, vehicles being repaired and vehicle parts and accessory equipment must be completely inside a principal or accessory building, or enclosed and screened as follows:

- a. The outdoor storage area shall not be located on the side of a site facing a Principal Arterial roadway, as classified in the Lakeville Transportation Plan.
- b. The storage area shall be enclosed by a solid privacy fence between six (6) feet and eight (8) feet in height, meeting the requirements for fence materials and construction in Section 11-21-5.
- c. When adjacent to residential zoned property, the fenced storage area shall be landscaped with a greenbelt as described in Section 11-21-9: Required Screening and Landscaping.
- d. The fenced storage area shall meet or exceed the required setbacks for structures when abutting public right-of-way or residential zoned property. Otherwise, the fenced storage area shall have a minimum rear yard setback of 10 feet.
- e. The fenced storage area shall not occupy more than twenty percent (20%) of the lot area or ten thousand (10,000) square feet, whichever is less.
- f. Individual vehicles shall not be stored on site longer than 30 days.

Section 2. This ordinance shall be effective immediately upon its passage and publication according to law.

ADOPTED by the Lakeville City Council this 5th day of January, 2026.

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

ATTEST

BY: _____

Ann Orlofsky, City Clerk

SUMMARY ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING TITLE 11 (ZONING ORDINANCE)
OF THE LAKEVILLE CITY CODE

This ordinance amends Title 11 of the Lakeville City Code. An amendment has been made to the following chapters of the Lakeville City Code:

Title 11 (Zoning)

11-26-7: Light Industrial District – Conditional Uses

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

Approved for publication by the City Council of the City of Lakeville, Minnesota, this 5th day of January 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

5c. City of Lakeville

Chair Zimmer opened the public hearing to consider an amendment to the Zoning Ordinance provisions for outdoor storage related to major automobile repair uses in the I-1, Light Industrial District.

Ms. Jenson presented the staff report. Staff has initiated an amendment to the provisions for outdoor storage related to major automobile repair uses in the I-1, Light Industrial District, which were approved by the City Council in January of this year. The proposed amendment is intended to clarify the setback and landscape requirements for the outdoor storage area.

An application has been received from Caliber Collision for a conditional use permit for a major automotive repair use with outdoor storage in the I-1 District. Upon review of their proposed plans, two issues were raised in relation to the new ordinance language.

The primary issue is the requirement that the outdoor storage area must meet the structure setbacks for the district, which could have an impact for businesses that want to locate the storage area behind the building, but don't have room to do so because the building is at or close to the 30-foot rear setback line. Staff believe that the rear yard setback for the storage areas should be reduced to be 10 feet, which is consistent with the side yard setback. Reducing this setback requirement encourages the storage areas to be placed behind the building. The setback requirement would not be allowed to be reduced should the storage area be located in a yard that is adjacent to a residential zoned property; in that case the building setbacks will still apply.

The other item is the requirement that the fenced storage area be landscaped with a greenbelt per Section 11-21-9 Required Screening and Landscaping. This section requires the greenbelt when commercial or industrial uses are adjacent to residential zoned property. Staff are not proposing to change that requirement, only to clarify within the I-1 language that the landscaping is required when adjacent to residential zoned property.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Einck, seconded by Swaney to close the public hearing at 6:25 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- There were no comments.

Motion was made by Kaluza, seconded by Einck to recommend to City Council approval of the proposed ordinance amendments to Title 11 (Zoning) of the City Code for outdoor storage related to major automobile repair uses in the I-1, Light Industrial District.

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

Nays: 0



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: December 10, 2025
Subject: Packet Material for the December 18, 2025 Planning Commission Meeting
Agenda Item: Zoning Ordinance Text Amendment; I-1 District

INTRODUCTION

The City has initiated an amendment to the Zoning Ordinance provisions for outdoor storage related to major automobile repair uses in the I-1, Light Industrial District. In January of this year, the City Council approved an ordinance amendment to allow outdoor storage as part of a major automotive repair use. The proposed amendment is intended to clarify the setback and landscape requirements for the outdoor storage area.

EXHIBIT

A. Draft ordinance

ANALYSIS

The ordinance amendment approved in January included performance standards for outdoor storage areas specifically for major automotive repair uses. The standards are as follows:

- a. The outdoor storage area shall not be located on the side of a site facing a Principal Arterial roadway, as classified in the Lakeville Transportation Plan.
- b. The storage area shall be enclosed by a solid privacy fence between 6 feet and 8 feet in height, meeting the requirements for fence materials and construction in Section 11-21-5.
- c. The fenced storage area shall be landscaped with a greenbelt as described in Section 11-21-9: Required Screening and Landscaping.
- d. The fenced storage area shall meet or exceed the required setbacks for structures.

- e. The fenced storage area shall not occupy more than 20% of the lot area or 10,000 square feet, whichever is less.
- f. Individual vehicles shall not be stored on site longer than 30 days.

For reference, the I-1 District has the following principal structure setback requirements:

Front yards	40 feet
Rear yards	30 feet or 50 feet on the yard abutting residential zoned property
Side yards	10 feet on any 1 side, or 30 feet on the side yard abutting a street. Side yards abutting residential zoned property, not less than 50 feet on the side yard abutting the residential zoned property.

An application has been received from Caliber Collision for a conditional use permit for a major automotive repair use with outdoor storage in the I-1 District. Upon review of their proposed plans, two issues were raised in relation to the new ordinance language.

The primary issue is the requirement that the outdoor storage area ,must meet the structure setbacks for the district, which could have an impact for businesses that want to locate the storage area behind the building, but don't have room to do so because the building is at or close to the 30 foot rear setback line. Staff believes that the rear yard setback for the storage areas should be reduced to be 10 feet, which is consistent with the side yard setback. Reducing this setback requirement encourages the storage areas to be placed behind the building. The setback requirement would not be allowed to be reduced should the storage area be located in a yard that is adjacent to a residential zoned property; in that case the building setbacks will still apply. The proposed change to the text is as follows:

d. The fenced storage area shall meet or exceed the required setbacks for structures when abutting public right-of-way or residential zoned property. Otherwise the fenced storage area shall have a minimum rear yard setback of 10 feet.

The other item is the requirement that the fenced storage area be landscaped with a greenbelt per Section 11-21-9 Required Screening and Landscaping. This section requires the greenbelt when commercial or industrial uses are adjacent to residential zoned property. Staff is not proposing to change that requirement, only to clarify within the I-1 language that the landscaping is required when adjacent to residential zoned property. The proposed change to the text is as follows:

c. When adjacent to residential zoned property, the ~~The~~ fenced storage area shall be landscaped with a greenbelt as described in Section 11-21-9: Required Screening and Landscaping.

RECOMMENDATION

Community Development staff recommend approval of the ordinance amendment to Section 11-86-7 in the form presented.



Date: 1/5/2026

Caliber Collision Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow a major automobile repair use and adopt the findings of fact.

Overview

Caliber Collision has submitted an application for a conditional use permit to allow a major automobile repair use in the I-1, Light Industrial District. The use will be located in the Great Outdoor Room building at 9583 217th Street, in the southwest corner of 215th Street (CSAH 70) and Dodd Boulevard (CSAH 9). Caliber Collision is also proposing to have a fenced outdoor storage area located at the rear of the building.

The Planning Commission held a public hearing on the CUP application at its December 18, 2025 meeting and unanimously recommended approval. There was no public comment. A stipulation requiring MPCA permits relating to industrial uses (to address potential issues from fluids leaking from vehicles) was added at the time of the Planning Commission; this was recommended by Environmental Resources staff and was agreed to by Caliber Collision's representative at the Planning Commission meeting.

Supporting Information

1. Conditional Use Permit + Findings of Fact
2. December 18, 2025 Planning Commission draft meeting minutes
3. Planning memo + exhibits

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Kris Jenson, Planning Manager

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

CONDITIONAL USE PERMIT NO. 26-__

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit for Caliber Collision to allow major automobile repair in the I-1, Light Industrial District, located west of Dodd Boulevard (CSAH 9) and south of 215th Street (CSAH 70).
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 1, Block 1, Interstate South Logistics Park

3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. The site shall be developed in accordance with the plans approved by the City Council.
 - b. If an exterior trash enclosure is added to the site, the enclosure must comply with Section 11-18-11 of the Zoning Ordinance.
 - c. All vehicle painting, emissions, and handling and disposing of flammable materials shall be conducted according to all federal, state, and local government requirements.
 - d. All flammable materials, including liquids and rags, shall conform with the applicable provisions of the Minnesota Uniform Fire Code.
 - e. Caliber Collision is required to obtain any permits from the Minnesota Pollution Control Agency and any other permits/approvals as may be identified during the building permit review process.
 - f. The hours of operation shall be between seven o'clock (7:00) A.M. and eight o'clock (8:00) P.M.

- g. Exterior storage is prohibited outside of the fenced storage area.
 - h. Individual vehicles may not be stored on site for longer than 30 days.
 - i. The developer shall maintain either a 'No Exposure Certification' or a valid Industrial Stormwater General Permit as issued by the MPCA. All outdoor storage must comply with the Best Management Practices (BMPs) outlined in MPCA guidance
4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.
5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

DATED: January 5, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 5th day of **January 2026** by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

DRAFTED BY:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA
CALIBER COLLISION CONDITIONAL USE PERMIT

FINDINGS OF FACT AND DECISION

On December 18, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Caliber Collision for a conditional use permit to allow a major automobile repair use in an existing building located at 9583 217th Street. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is zoned I-1, Light Industrial District.
2. The property is located in Planning District No. 6 and is classified as Warehouse/Light Industrial on the Comprehensive Land Use Plan.
3. The legal description of the property is:

Lot 1, Block 1, Interstate South Logistics Park

4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:
 - a) **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Official City Comprehensive Plan.**

Finding: The proposed major automobile repair use is a use consistent with the policies and provisions of Planning District 6 of the Comprehensive Land Use Plan.

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

Finding: The proposed major automobile repair use is compatible with existing land uses in the area.

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

Finding: The major automobile repair use will conform with all performance standards set forth in the Zoning Ordinance given compliance with the approved conditional use permit amendment.

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

Finding: The proposed major automobile repair use will be served with existing public services and will not overburden service capacity.

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

Finding: Traffic generation will not significantly increase due to the proposed major automobile repair use and can be accommodated by the adjacent public streets.

5. **The planning report dated December 11, 2025 prepared by Kris Jenson, Planning Manager, is incorporated herein.**

DECISION

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

DATED: January 5, 2026

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

SEAL

BY: _____

Ann Orlofsky, City Clerk

5d. Caliber Collision

Chair Zimmer opened the public hearing to consider the application of Caliber Collision for a conditional use permit to allow a major automobile repair use within an existing building in the I-1, Light Industrial District, located at 9583 217th Street.

Joan Firnhaber of Cushamn & Wakefield introduced the project.

Ms. Jenson presented the staff report. Caliber Collision is requesting a conditional use permit to allow major automobile repair in the I-1, Light Industrial District. The use is proposed to be located in the existing The Outdoor Greatroom Company building at 9583 217th Street, which is at the southwest corner of 215th Street (CSAH 70) and Dodd Boulevard (CSAH 9). Caliber collision would locate in the vacant tenant space at the west end of the building.

The outdoor storage area is proposed to be located in a paved trailer parking area at the rear of the site. The fenced area is 9,975 square feet and will be surrounded by a six-foot-tall privacy fence. The area will be accessed on the north side, facing the building, with a manual sliding gate made of the same material as the fence. The enclosure will have 18 tandem spaces for a total of 36 parking spaces. The area will be used to secure vehicles that are awaiting repair or in process of repair as well as vehicle parts as needed. No other outdoor storage is permitted for the use.

Ms. Jenson stated that the added stipulation addresses potential run-off of fluids leaking from damaged vehicles, given close proximity of the storage area to the adjacent stormwater pond.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Swaney, seconded by Einck to close the public hearing at 6:31 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas asked if the trailer parking spaces were extra and using them won't bring it below the minimum number of parking spaces required by the overall building. Ms. Jenson stated that when looking at parking for industrial facilities, only parking for passenger vehicles is considered, there isn't a minimum number of trailer spaces required.
- Chair Zimmer asked if the applicant is in agreement with the addition of stipulation 9. Ms. Firnhaber stated as good stewards to the environment they want to keep the waters clean and they are in agreement.

Motion was made by Swenson, seconded by Tinsley to recommend to City Council approval of the conditional use permit to allow major automobile repair in the I-1, Light Industrial District subject to the following stipulations and the findings of fact.

1. The site shall be developed in accordance with the plans approved by the City Council.

2. If an exterior trash enclosure is added to the site, the enclosure must comply with Section 11-18-11 of the Zoning Ordinance.
3. All vehicle painting, emissions, and handling and disposing of flammable materials shall be conducted according to all federal, state, and local government requirements.
4. All flammable materials, including liquids and rags, shall conform with the applicable provisions of the Minnesota Uniform Fire Code.
5. Caliber Collision is required to obtain any permits from the Minnesota Pollution Control Agency and any other permits/approvals as may be identified during the building permit review process.
6. The hours of operation shall be between seven o'clock (7:00) A.M. and eight o'clock (8:00) P.M.
7. Exterior storage is prohibited outside of the fenced storage area.
8. Individual vehicles may not be stored on site for longer than 30 days.
9. The developer shall maintain either a 'No Exposure Certification' or a valid Industrial Stormwater General Permit as issued by the MPCA. All outdoor storage must comply with the Best Management Practices (BMPs) outlined in MPCA guidance.

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

Nays: 0

5e. CA Commercial Development – Conditional Use Permit

Chair Zimmer opened the public hearing to consider the application of CA Commercial Development for a conditional use permit for a convenience restaurant with a drive-through located in the Heritage Commons.

Mark Wilhoite introduced the project.

Ms. Botten presented the staff report. Representatives of CA Commercial Development have submitted an application for a conditional use permit for a convenience restaurant with a drive-through located in the Heritage Commons PUD. The property is currently platted as Outlot A, Heritage Commons 9th Addition, located north of 202nd Street (CSAH 50), south of Heritage Drive, and east of Idealic Avenue.

The project includes a 4,750 square foot building designed for two convenience restaurant tenants, one of which would have a drive through service window. The property is 1.29 acres in size and is currently an outlot. Final plat approval is required before construction of the building can take place.

The subject property is zoned PUD, Planned Unit Development, with the underlying zoning of C-3, General Commercial District. Section 11-66-7.E of the Zoning Ordinance allows convenience restaurants with a drive-through service window by conditional use permit.



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: December 11, 2025
Subject: Packet Material for the December 18, 2025 Planning Commission Meeting
Agenda Item: Caliber Collision Conditional Use Permit
Application Action Deadline: January 17, 2026

INTRODUCTION

Joan Firnhaber of Cushman & Wakefield, on behalf of Caliber Collision, has submitted an application for a conditional use permit to allow major automobile repair in the I-1, Light Industrial District. The use is proposed to be located in the existing The Outdoor Greatroom Company building at 9583 217th Street, which is at the southwest corner of 215th Street (CSAH 70) and Dodd Boulevard (CSAH 9).

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Cover Sheet
- D. Floor Plan
- E. Site Plan

PLANNING ANALYSIS

Existing Conditions: The site is developed with a 157,000+ square foot building that is currently occupied by The Outdoor Greatroom Company and Dalsin Industries. There is vacant tenant space at the west end of the building, where Caliber Collision is proposing to locate.

Surrounding Land Uses and Zoning

North – 215th Street (CSAH 70), self storage buildings and undeveloped land (I-1)

East – Dodd Boulevard (CSAH 9), FedEx (I-1)

South – Schneiderman's distribution center (I-1)

West – Undeveloped land (I-1)

Setbacks. Setback requirements in the I-1 District for principal structures are noted below:

Yard	Setback
Front	40 feet
Side	10 feet, 30 feet abutting ROW
Rear	30 feet

The existing building meets the I-1 District setback requirements.

Outdoor Storage. The outdoor storage area is proposed to be located in a paved trailer parking area at the rear of the site. The fenced area is 9,975 square feet and will be surrounded by a six-foot-tall privacy fence. The area will be accessed on the north side, facing the building, with a manual sliding gate made of the same material as the fence. The enclosure will have 18 tandem spaces for a total of 36 parking spaces. The area will be used to secure vehicles that are awaiting repair or in process of repair as well as vehicle parts as needed. No other outdoor storage is permitted for the use.

Ordinance Amendment. The additional requirements for outdoor storage as part of a major automobile repair use are proposed to be amended. The public hearing on these amendments will occur at the same Planning Commission meeting as this application. The language below includes the proposed additional language, indicated by a double underline.

CONDITIONAL USE PERMIT

Section 11-86-7 of the Zoning Ordinance allows major automobile repair in the I-1, Light Industrial District, subject to meeting the following seven criteria:

1. All building materials and construction including those of accessory structures must be in conformance with section 11-17-9 of this title.

The existing building conforms to Section 11-17-9 for exterior materials.

2. Not less than twenty five percent (25%) of the lot, parcel or tract of land shall remain as landscaped green area according to the approved landscape plan.

Staff has confirmed that the existing site has at least 25% of the site in green space.

3. The entire area other than occupied by buildings or structures or planting shall be surfaced with bituminous material or concrete which will control dust and drainage. The entire area

shall have a perimeter curb barrier, a stormwater drainage system and is subject to the approval of the City Engineer.

All areas not covered by building or green space are surfaced with bituminous or concrete.

4. The hours of operation shall be between seven o'clock (7:00) A.M. and eight o'clock (8:00) P.M. Evening hours of operation shall be subject to the approval of the City Council.

The proposed hours of operation shall be between seven o'clock (7:00) A.M. and eight o'clock (8:00) P.M

5. All painting must be conducted in an approved paint booth. All paint booths and all other activities of the operation shall thoroughly control the emission of fumes, dust or other particulate matter so that the use shall be in compliance with the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 1-15, as amended.

The paint booth proposed within the building is subject to compliance with the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 1-15, as amended.

6. The emission of odor by a use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7011, as amended.

Detailed mechanical drawings and certifications must be submitted to the Building Inspections Department and Fire Marshall and approved prior to the issuance of a building permit for the space.

7. All flammable materials, including liquids and rags, shall conform with the applicable provisions of the Minnesota Uniform Fire Code.

This performance standard will be included as stipulation of the conditional use permit. There is driveway access around all three sides of the tenant space, which provides access for delivery and emergency vehicles. The Building Official confirmed that the building has a sprinkler system, and any additional fire suppression systems that are required will be reviewed in conjunction with the building permit.

8. Outside storage is prohibited, except as provided for below. The storage of damaged vehicles, vehicles being repaired and vehicle parts and accessory equipment must be completely inside a principal or accessory building, or enclosed and screened as follows:

- a. The outdoor storage area shall not be located on the side of a site facing a Principal Arterial roadway, as classified in the Lakeville Transportation Plan.

The outdoor storage area is proposed to be located on the south side of the building and will not be located on the sides of the site facing a Principal Arterial roadway.

- b. The storage area shall be enclosed by a solid privacy fence between six (6) feet and eight (8) feet in height, meeting the requirements for fence materials and construction in Section 11-21-5.

Exhibit C provides information about the proposed fence, which is a six (6) foot tall privacy fence that meets the ordinance requirements of Section 11-21-5.

- c. When adjacent to residential zoned property, the fenced storage area shall be landscaped with a greenbelt as described in Section 11-21-9: Required Screening and Landscaping.

Not applicable

- d. The fenced storage area shall meet or exceed the required setbacks for structures when abutting public right-of-way or residential zoned property. Otherwise, the fenced storage area shall have a minimum rear yard setback of 10 feet.

The site plan indicates that the proposed outdoor storage area will be setback from the south property line 10 feet.

- e. The fenced storage area shall not occupy more than twenty percent (20%) of the lot area or ten thousand (10,000) square feet, whichever is less.

The fenced storage area is proposed to be 9,975 square feet, just under the 10,000 square foot maximum allowed for this site.

- f. Individual vehicles shall not be stored on site longer than 30 days.

This will be a stipulation of the conditional use permit.

GENERAL PERFORMANCE STANDARDS

In addition to the criteria for major automobile repair listed above, Section 11-4-7 lists the following performance standards for conditional use permits:

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

The site has access from 217th Street, which intersects with Dodd Boulevard, a principal arterial roadway in the City's Transportation Plan, as well as has access to 215th Street (principal arterial) via Jacquard Avenue (major collector). These streets are of sufficient capacity to serve the site.

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

The existing driveway access is located at the southwest corner of the site and there is full access for vehicles around the entire building.

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

Not applicable

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

Section 11-19-13 of the Zoning Ordinance requires 93 spaces for this use, based on the size of the lease space minus 10%. At the time of building construction, it was determined that 200 parking spaces were required, based on a mix of office and warehouse uses. There are currently 165 spaces at the front of the building; the remaining 35 spaces were deferred and would be added to the rear of the building, per the site plan approved at the time of construction, as needed. The parking on site is more than sufficient for major automobile repair use and the two existing tenants. Loading spaces are provided at the rear of the building for each tenant.

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

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

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

All work to be performed will be done indoors, so exterior noise is not anticipated to be an issue, but the use will comply with Section 11-16-25 of the Zoning Ordinance, which states that any noise emanating from a use must be in compliance with MPCA requirements.

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

Not applicable

K. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing or potential buildings and area so as to cause a blighting influence. All

sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.

Not applicable

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

An exterior trash enclosure is not indicated on the plans. If located outside of the principal structure, the enclosure must comply with Section 11-18-11 of the Zoning Ordinance.

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

All signs must meet Zoning Ordinance requirements and sign permits must be issued by the City prior to the installation of any signs

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

Caliber Collision is required to obtain any permits from the Minnesota Pollution Control Agency and any other permits/approvals as may be identified during the building permit review process.

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

Not applicable.

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

Addressed earlier in this report.

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

Not applicable.

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

Not applicable.

RECOMMENDATION

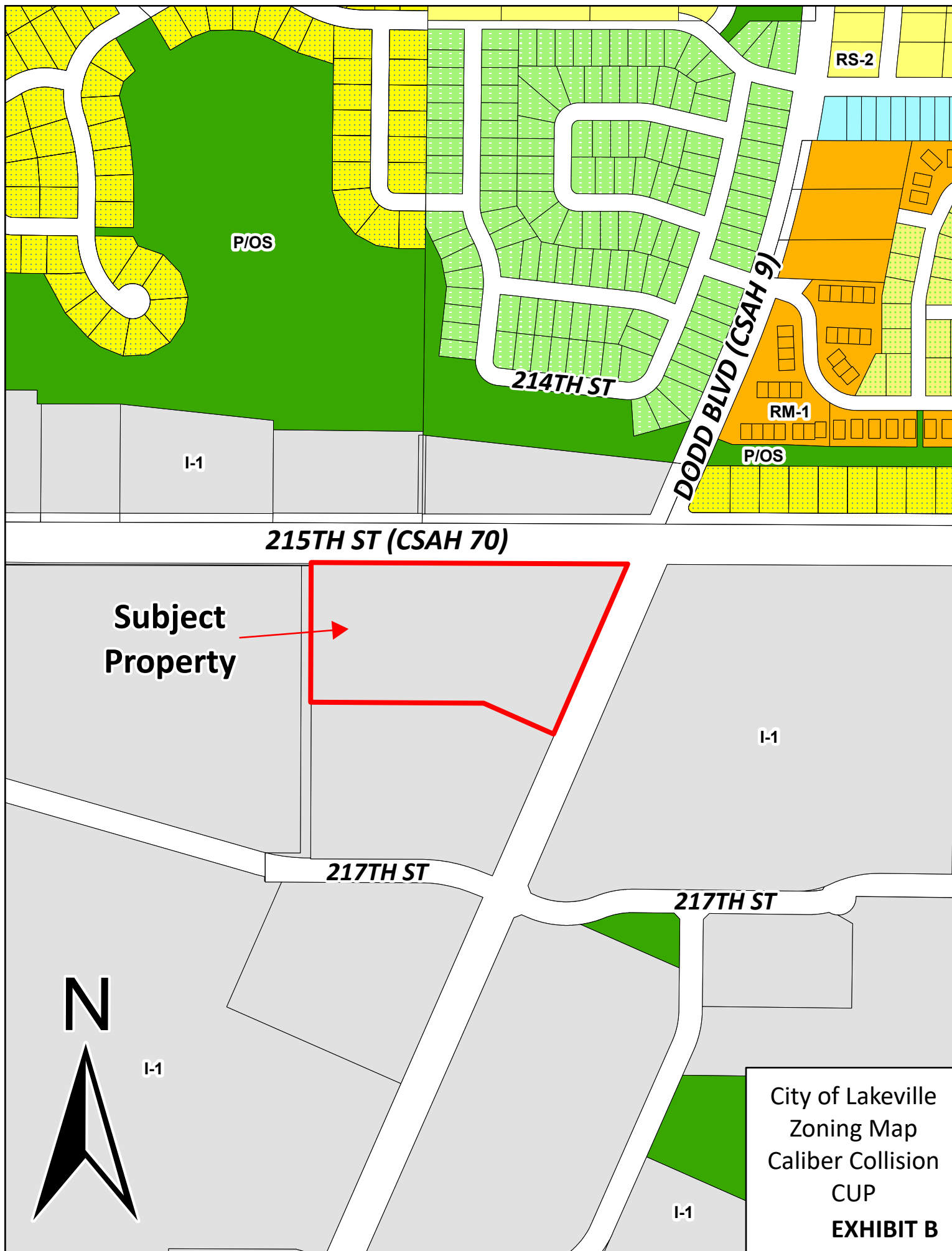
Community Development staff finds the proposed major automobile repair use to be consistent with the requirements of the Zoning Ordinance for a conditional use permit and recommends approval subject to the following conditions:

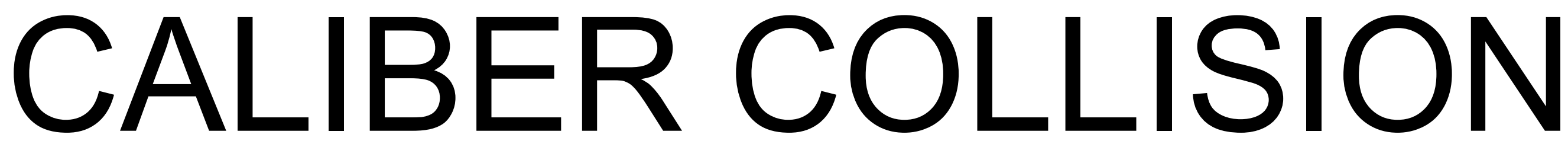
1. The site shall be developed in accordance with the plans approved by the City Council.
2. If an exterior trash enclosure is added to the site, the enclosure must comply with Section 11-18-11 of the Zoning Ordinance.
3. All vehicle painting, emissions, and handling and disposing of flammable materials shall be conducted according to all federal, state, and local government requirements.
4. All flammable materials, including liquids and rags, shall conform with the applicable provisions of the Minnesota Uniform Fire Code
5. Caliber Collision is required to obtain any permits from the Minnesota Pollution Control Agency and any other permits/approvals as may be identified during the building permit review process.
6. The hours of operation shall be between seven o'clock (7:00) A.M. and eight o'clock (8:00) P.M
7. Exterior storage is prohibited outside of the fenced storage area.
8. Individual vehicles may not be stored on site for longer than 30 days.

Findings of fact are attached for consideration.



City of Lakeville
Location Map
Caliber Collision
CUP
EXHIBIT A





10125 CROSSTOWN CIRCLE - SUITE 225
EDEN PRAIRIE, MN 55344
PH. 612.220.3435

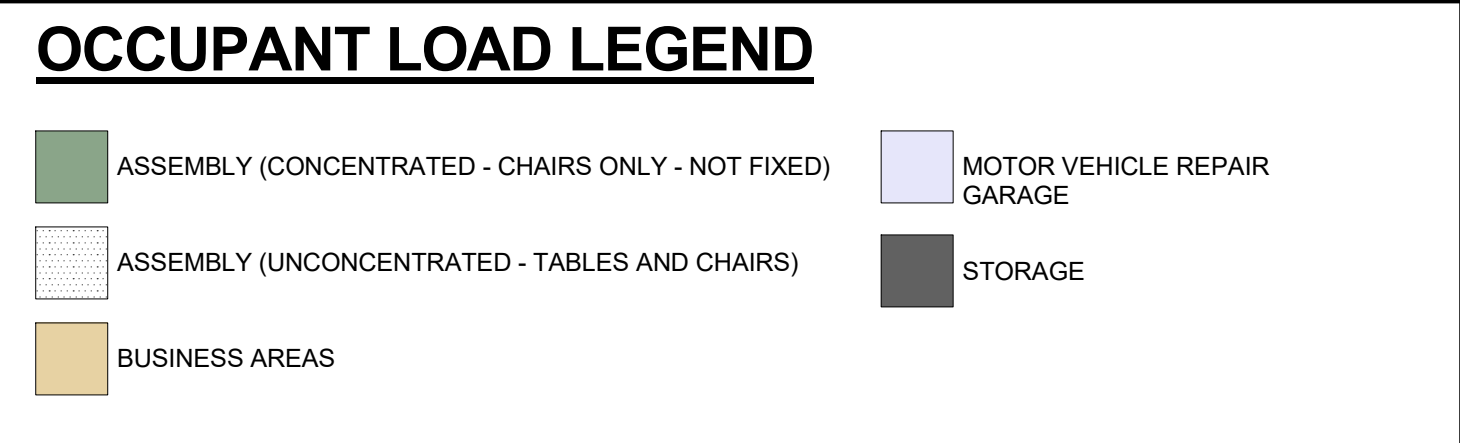
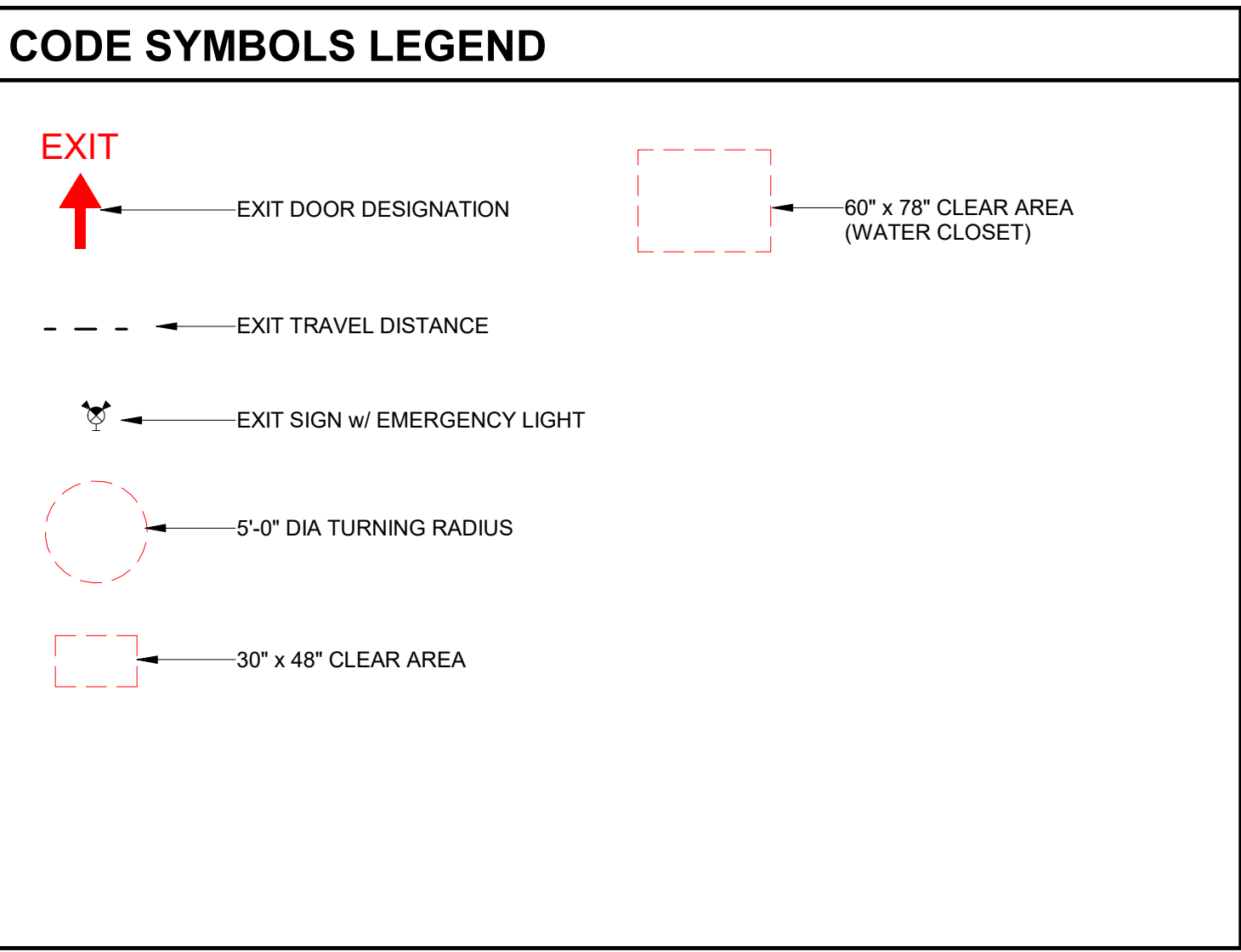
© 2025 FRAMEWORK ARCHITECTS, P.A.

MEYERS & JACKSON ROOFING
PH. 763-428-8883

EXHIBIT C

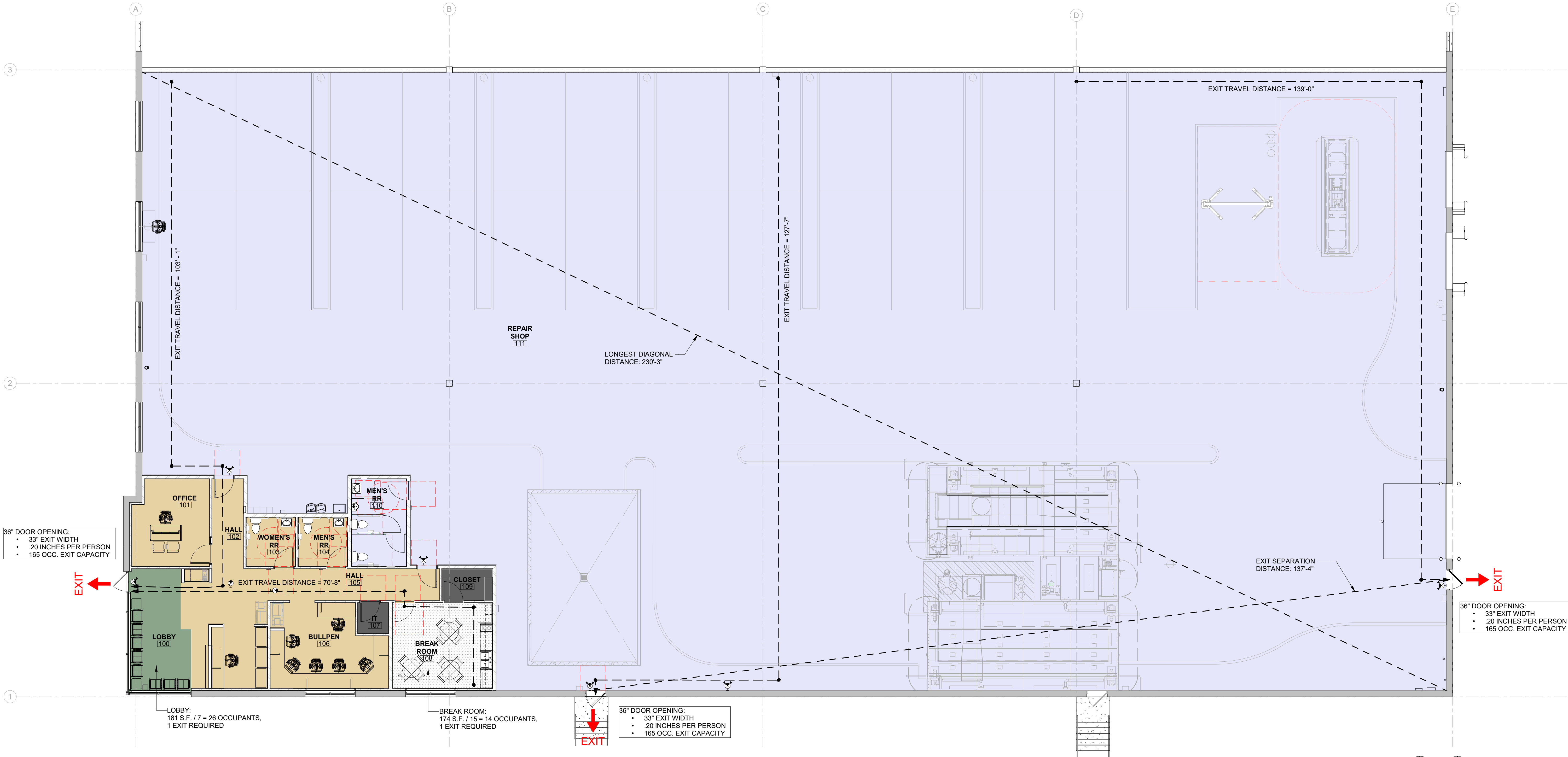
REQUIRED PLUMBING FIXTURES: (PER TABLE 2902.1)							
CLASSIFICATION	NO. OF OCCUPANTS	TOILETS & URINAL FIXTURES		LAVATORY FIXTURES		DRINKING FOUNTAIN	SERVICE SINK
		MEN'S TOILET	WOMEN'S TOILET	MEN'S LAVS.	WOMEN'S LAVS.		
ASSEMBLY (GROUP A-3)	41	.16	.32	.10	.10	.082	---
BUSINESS (GROUP B)	7	.14	.14	.09	.09	.07	---
STORAGE (GROUP S-1)	66	.33	.33	.33	.33	.06	---
TOTAL	114						
REQUIRED FIXTURES		.79 (1)	.95 (1)	.68 (1)	.68 (1)	.22 (1)	1
PROVIDED FIXTURES		3 WC 1 URINAL	1	2	1	(1) HI-LO DF	1

OCCUPANT LOAD CALCULATION			
FUNCTION OF SPACE (TABLE 1004.5)	AREA	OCCUPANT LOAD FACTOR	OCCUPANTS
ASSEMBLY (CONCENTRATED - CHAIRS ONLY - NOT FIXED)	181 SF	7	26
ASSEMBLY (UNCONCENTRATED - TABLES AND CHAIRS)	217 SF	15	15
BUSINESS AREAS	1020 SF	7	7
MOTOR VEHICLE REPAIR GARAGE	19071 SF	300	64
STORAGE	79 SF	300	2
	20569 SF		114



BUILDING CODE ANALYSIS / NOTES:			
REFERENCED / APPLICABLE CODES: • 2020 MN CONSERVATION CODE FOR EXISTING BUILDINGS • 2020 MN STATE BUILDING CODE • 2020 MN STATE FIRE CODE • 2020 MN MECHANICAL & FUEL GAS CODE / CH. 1346 • 2020 MN STATE PLUMBING CODE • 2020 MN STATE ACCESSIBILITY CODE / CH. 1341 • 2024 MN ENERGY CODE WITH ANSI / ASHRAE / IES STANDARD 90.1 - 2019 VERSION, WITH MN AMENDMENTS • 2016 NFPA 13: INSTALLATION OF FIRE SPRINKLER SYSTEMS • 2016 NFPA 72: NATIONAL FIRE ALARM CODE • 2023 NATIONAL ELECTRICAL CODE, CH. 1315	CONSTRUCTION TYPE: TYPE II-B (NON-COMBUSTIBLE, NON-RATED). TABLE 601: FIRE-RESISTANCE RATING REQUIREMENTS: TYPE II-B • STRUCTURAL FRAME: 0 (NO RATING) • EXTERIOR BEARING WALLS: 0 (NO RATING) • INTERIOR BEARING WALLS: 0 (NO RATING) • EXTERIOR NON-BEARING WALLS: NO RATING REQUIRED, WHERE GREATER THAN 10' FIRE SEPARATION DISTANCE. PER TABLE 602, FOR TYPE II-B CONSTRUCTION AND GROUP B OCCUPANCY. • INTERIOR NON-BEARING WALLS: 0 (NO RATING) • FLOOR CONSTRUCTION: 0 (NO RATING) • ROOF CONSTRUCTION: 0 (NO RATING)	EGRESS LIMITATIONS: EXIT ACCESS TRAVEL DISTANCE: • GROUP B, WITH SPRINKLER SYSTEM = 300' • GROUP S-1, WITH SPRINKLER SYSTEM = 250' COMMON PATH OF EGRESS TRAVEL: • GROUP B, WITH SPRINKLER SYSTEM = 100' • GROUP S-1, WITH SPRINKLER SYSTEM = 100' MAXIMUM LENGTH OF DEAD-END CORRIDOR: • FULLY SPRINKLERED BLDG. = 50'-0" MAX.	
BUILDING OCCUPANCY AND MIXED USE / SEPARATIONS: EXISTING BUILDING IS A ONE-STORY BUILDING, FULLY SPRINKLERED BUILDING. <u>PRIMARY OCCUPANCY IN PROJECT AREA:</u> - PER SECTION 311.2: MODERATE-HAZARD STORAGE, GROUP S-1 (MOTOR VEHICLE REPAIR GARAGE) ACCESSORY OCCUPANCIES: A-3 - (BREAK ROOM, GROUP A-3) BUT CONSIDERED AN ACCESSORY USE, LESS THAN 10% OF BUILDING FLOOR AREA) B - (BUSINESS, GROUP B) BUT CONSIDERED AN ACCESSORY USE, LESS THAN 10% OF BUILDING FLOOR AREA)	AUTOMATIC FIRE SPRINKLER SYSTEM: AN AUTOMATIC FIRE SPRINKLER SYSTEM, IN ACCORDANCE WITH SECTION 903.3.1.1, WILL BE PROVIDED THROUGHOUT THE TENANT SPACE. THE BUILDING AND TENANT SPACE HAS AN AUTOMATIC FIRE SPRINKLER SYSTEM. THROUGHOUT PROJECT AREA - SPRINKLER HEADS AND PIPING WILL BE ADDED, RELOCATED, OR UPGRADED AS REQUIRED FOR THE NEW LAYOUT AND OCCUPANCY CLASSIFICATION(S).	OCCUPANT LOAD AND EXITING: TOTAL BUILDING OCCUPANT LOAD: (SEE PLAN & TABLE THIS SHEET) <u>NUMBER OF EXITS REQUIRED (PER SECTION 1006.3.2, TABLE 1006.3.2):</u> 2 EXITS REQUIRED FOR TENANT SPACE (TOTAL OCCUPANT LOAD 1-500) 1 EXIT REQUIRED FOR ALL OTHER ROOMS / SPACES IN TENANT SPACE <u>NUMBER OF EXITS PROVIDED:</u> 3 <u>EXIT WIDTH REQUIRED:</u> FIRST FLOOR: 114 OCC. x 0.2 INCHES = 22.80" EXIT WIDTH REQ'D. <u>EXIT WIDTH PROVIDED:</u> FIRST FLOOR: 3 DOORS AT 33" = 99" PROVIDED	
	BUILDING AREA CALCULATIONS (TENANT SPACE ONLY): <u>GROSS FLOOR AREA (PER SECTION 202):</u> <table><tr><td>FIRST FLOOR</td><td>20,569 SF</td></tr></table>	FIRST FLOOR	20,569 SF
FIRST FLOOR	20,569 SF		

HAZARDOUS MATERIALS SUMMARY (PHYSICAL HAZARDS):				
CATEGORY	MATERIAL STORED	CYLINDER VOLUME (CF)	NUMBER OF CYLINDERS	TOTAL VOLUME (CF)
FLAMMABLE GAS	ACETYLENE	125 CUBIC FT.	2	250 CUBIC FT.
OXIDIZING GAS	OXYGEN	125 CUBIC FT.	2	250 CUBIC FT.
INERT GAS	ARGON / CO2	125 CUBIC FT.	2	250 CUBIC FT.
INERT GAS	NITROGEN	125 CUBIC FT.	2	250 CUBIC FT.
NOTES: - ALLOWABLE QTY, PER CONTROL AREA, PER 2020 MINNESOTA STATE BUILDING CODE (2018 IBC) AND 2020 MINNESOTA STATE FIRE CODE (2018 IFC), TABLE 5003.1.1(1): - FLAMMABLE GAS (ACETYLENE): STORAGE MAQ LISTED AS "NA." FOR DESIGN PURPOSES, A CONSERVATIVE VALUE OF 200 CF PER CONTROL AREA (HISTORICAL IBC TABLE 307.1(1)) IS USED. THIS MAY BE INTERPRETED BY AHJ AS UP TO 1,000 CF FOR USE-CLOSED SYSTEMS. INCREASES ALLOWED: *2 WITH SPRINKLERS, *3 WITH SPRINKLERS + GAS DETECTION. - OXIDIZER GAS (OXYGEN): 1,500 CF (INCREASED TO 3,000 CF WITH SPRINKLERS). - INERT GAS (ARGON, CO₂, NITROGEN): NOT LIMITED.				



1 CODE EGRESS PLAN
A-3 SCALE: 1/8" = 1'-0"

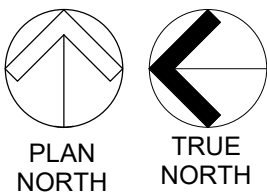


EXHIBIT D

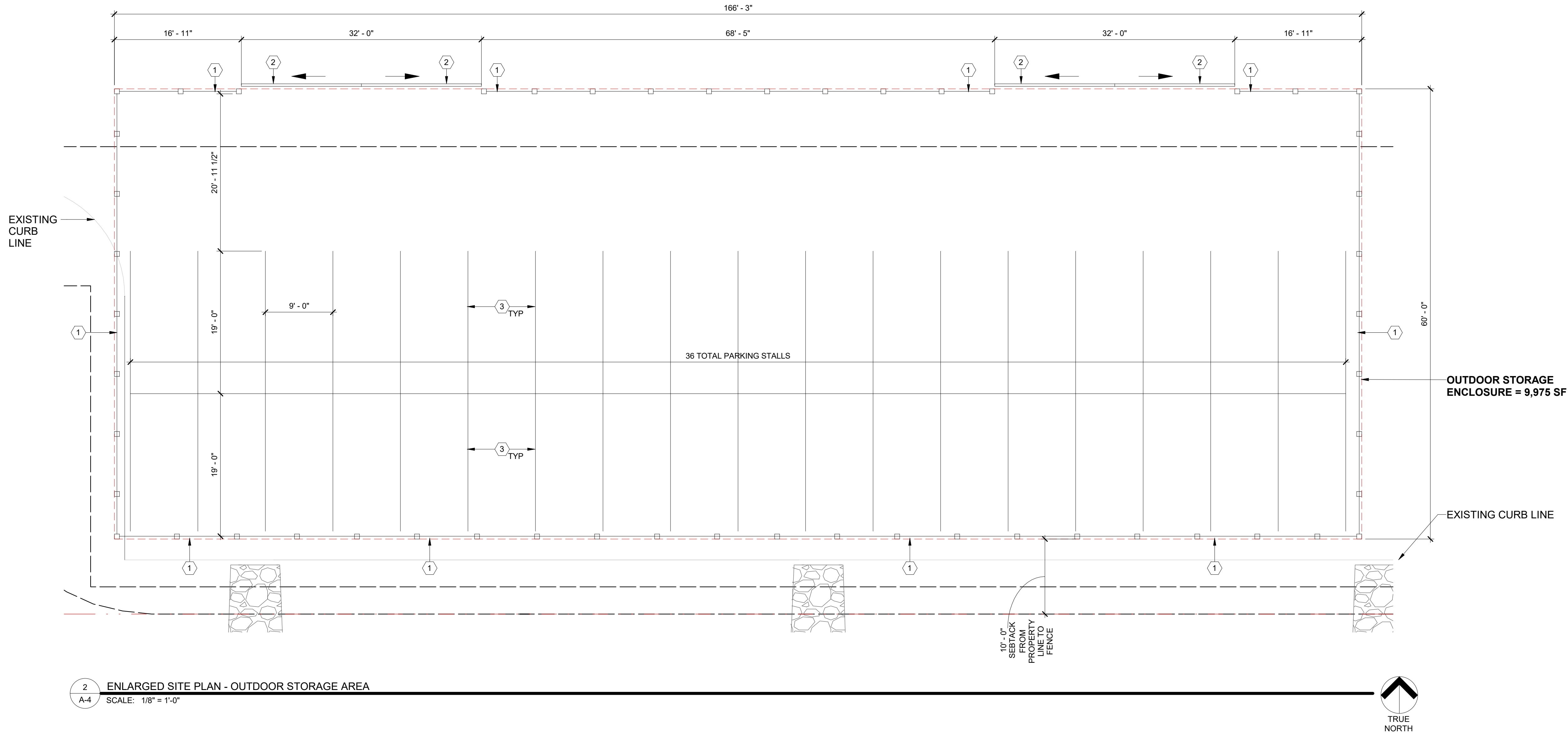


CALIBER COLLISION
9875 217th STREET WEST
LAKEVILLE, MN 55044

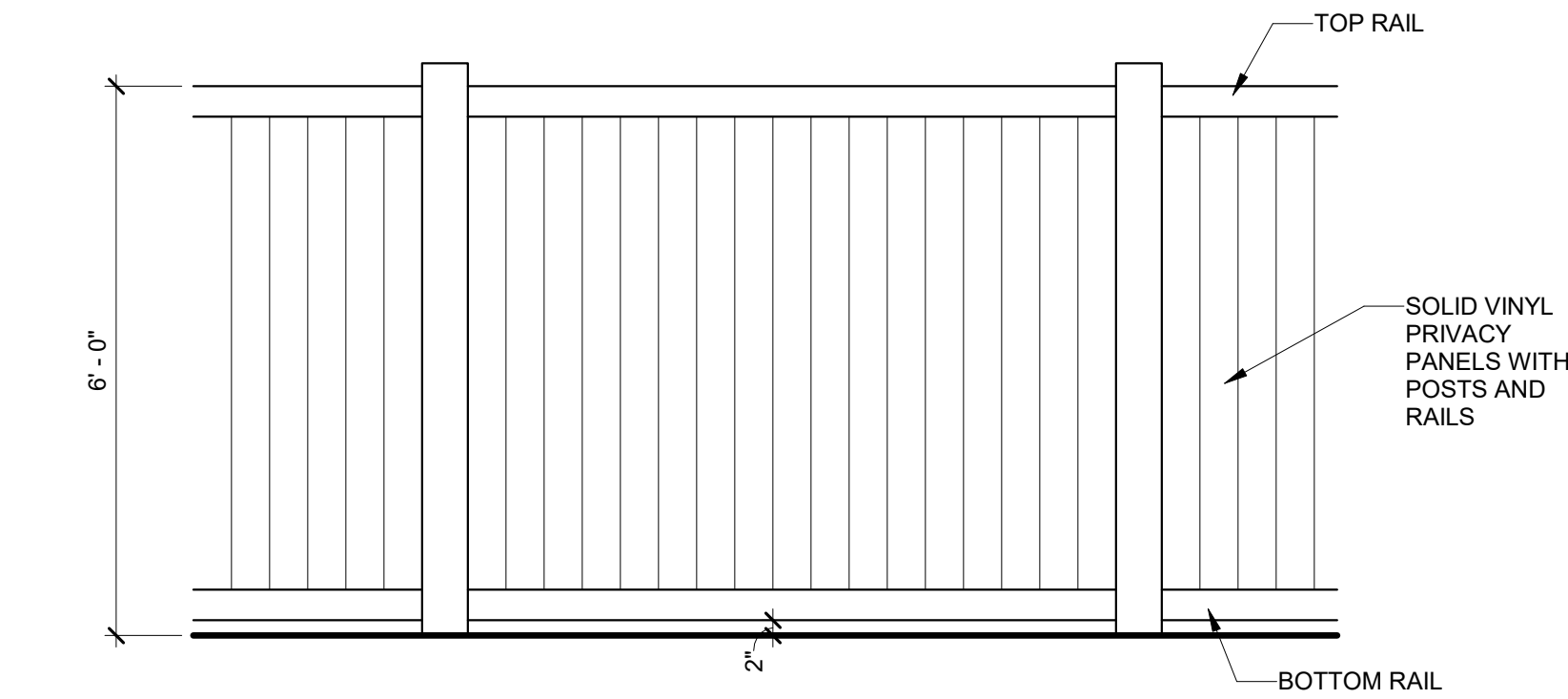
PRELIMINARY
Not For Construction
10/10/2025

ISSUE TITLE / DATE	
CLIENT REVIEW	10/10/2025
PROJECT NO:	25-115
DRAWN BY:	AJV
CHECKED BY:	DTF
CERTIFICATION:	

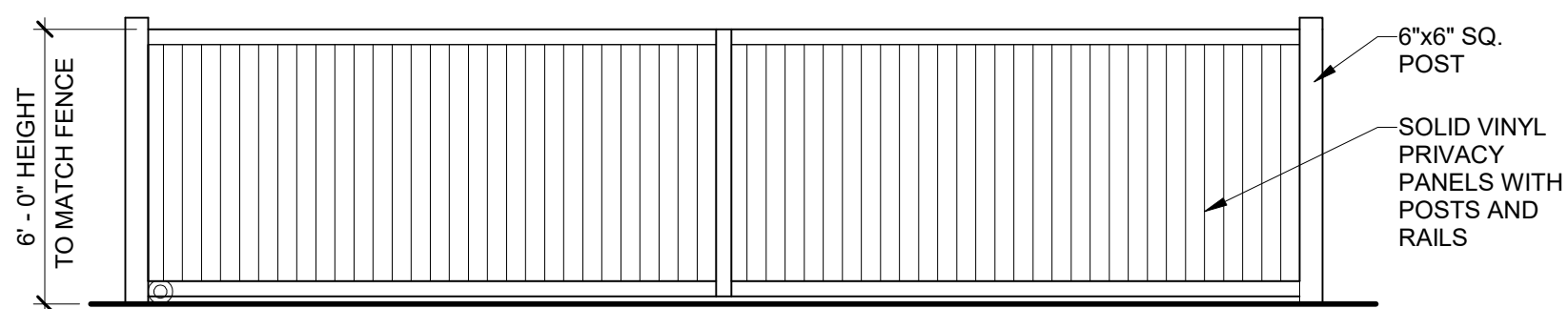
SHEET TITLE:
CODE EGRESS PLAN
SHEET NUMBER:
A-3



X	SITE PLAN KEYNOTES
1	6'-0" HIGH SOLID VINYL PRIVACY FENCE WITH POSTS AND TOP RAIL
2	16'-0" WIDE MANUAL SLIDE PVC GATE
3	PAINT 4" WIDE, WHITE STRIPE



4 SOLID VINYL PRIVACY FENCE
SCALE: 1/2" = 1'-0"

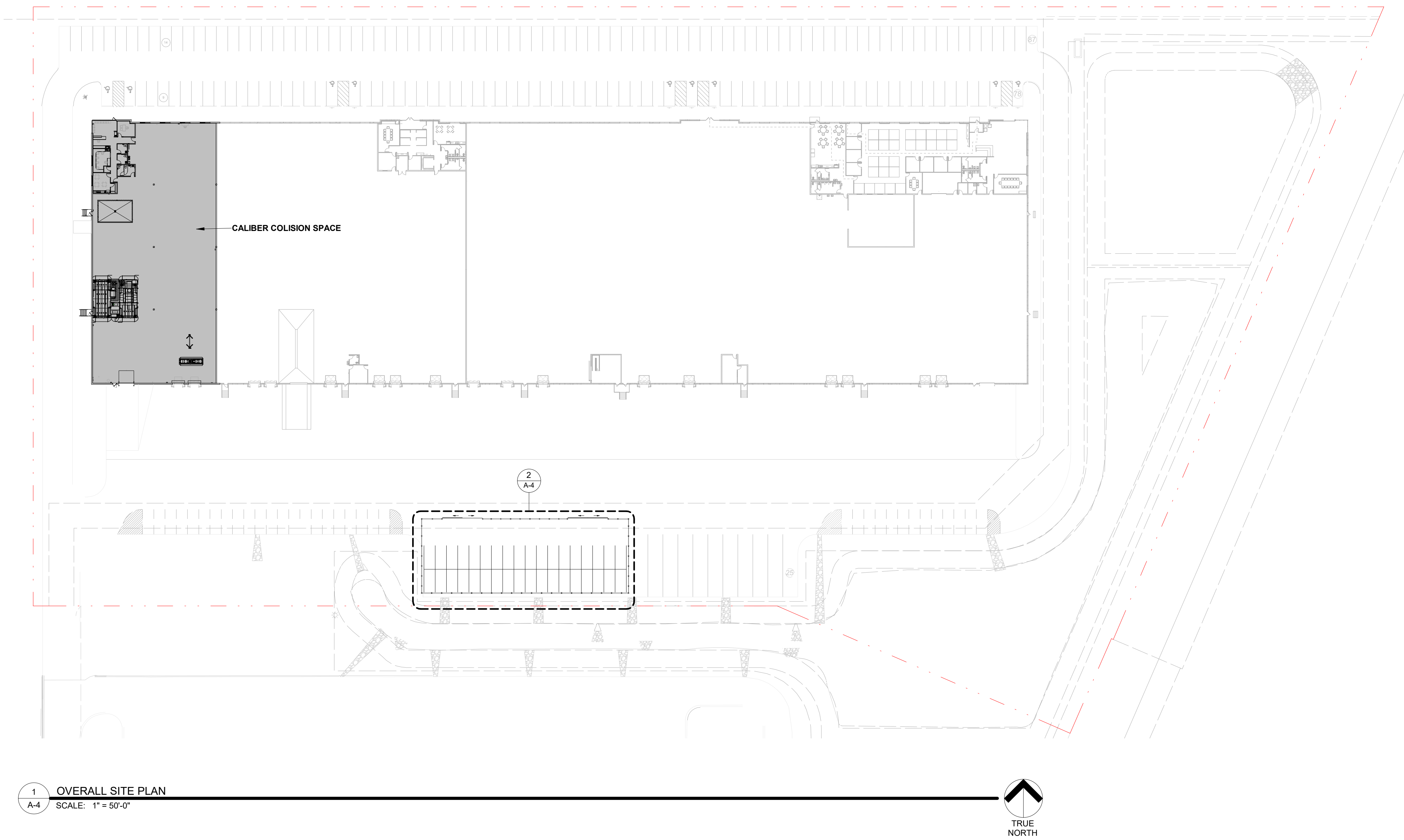


3 MANUAL SLIDING GATE
SCALE: 1/4" = 1'-0"

CALIBER COLLISION

9875 217th STREET WEST
LAKEVILLE, MN 55044

PRELIMINARY
Not For Construction
12/11/2025



ISSUE TITLE / DATE	
CLIENT REVIEW	10/10/2025
PERMIT SET	11/03/2025
PROJECT NO:	25-115
DRAWN BY:	AJV
CHECKED BY:	DTF

CERTIFICATION:
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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DOUGLAS T. FEICKERT
MN Registration No. 43028
Date: November 03, 2025

SHEET TITLE:

OVERALL SITE PLAN

SHEET NUMBER:

A-4

EXHIBIT E



Date: 1/5/2026

Appointment of the Acting Mayor for 2026

Proposed Action

Staff recommends adoption of the following motion: Move to appoint Acting Mayor for 2026.

Overview

Minnesota Statutes state that the city council shall designate an acting mayor at its annual (first) meeting of the year. The acting mayor shall perform all of the duties of the mayor if there is a vacancy in the office of the mayor or during the mayor's disability or absence.

Councilmember Volk served as the acting Mayor in 2025.

Supporting Information

None

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