AGENDA
CITY COUNCIL MEETING

August 3, 2026 - 6:00 PM
City Hall Council Chambers

Members of the public can participate in person at Lakeville City Hall, 20195 Holyoke Avenue. 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. Taste of Lakeville 2026
6. Consent Agenda
   a. Check Register Summary
   b. Minutes of the 07-20-2026 City Council Meeting
   c. Accepting Donation from All Saints Catholic Church and School
   d. Resolution Calling Public Hearing on Unpaid Special Charges
   e. Authorize Purchasing Card Program Change from Wells Fargo to US Bank
   f. Resolution Approving Easement Agreement with Verizon Wireless
   g. Resolution Approving Water Crossing Licenses with the Minnesota Department of Natural Resources for Public Utilities within Glacier Creek 2nd Addition
   h. Resolutions Awarding Construction Contract and Authorizing Funding for 2026 Collector Roadway Rehabilitation
   i. Approval of Trail Improvement Change Order 3 for 26-01 Miscellaneous Project
   j. Temporary On-Sale Liquor License to Dakota Curling Club
   k. Haven at Lake Marion Final Plat
   l. Supplemental Agreement with Stantec for Professional Services for East Lake Habitat Phase II Restoration
   m. 20010 Hamburg Avenue – Conditional Use Permit

n. Interstate South Logistics Park Fourth Addition Final Plat

o. Al Hadi Association Conditional Use Permit

p. Fourth Amendment to Facility Use Agreement with Allina Health Systems

q. EB First Addition Development Contract

r. Authentix Lakeville Second Addition Development Contract

7. Action Items

a. Public Hearing (Improvement Hearing) for 215th Street Improvements

b. Palmer Crossing Preliminary Plat

c. Ordinance Amending Title 10 and Title 11 of the City Code and Summary Ordinance for Publication

d. 20975 Howland Avenue Interim Use Permit

8. Unfinished Business

9. New Business

New Business items are intended for informal City Council discussion and will not begin before 6:30 p.m. The Council may provide direction to staff but will not take formal action on these matters.

a. Pavement Management Program Review

b. Youth Advisory Commission Review

10. Council/Committee Updates

11. Announcements

a. Next City Council Meeting Monday, August 17, 2026.

12. Adjourn

Date: 8/3/2026

Check Register Summary

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Check Register Summaries (for 7/14/26-7/15/26).

Overview

Checks	330104 – 330268	$ 1,466,803.97
ACH/EFT	25925 - 26096	$ 4,668,268.29
Total		$ 6,135,072.26

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. 07.15.26 CKSUM - ACH-EFT
2. 07.14.26 CKSUM-Checks
3. Register 07.15.26 for Aug 3, 2026 CC Mtg - ACH-EFT
4. Register 07.14.26 for Aug 3, 2026 CC Mtg - Checks

Financial Impact: $6,135,072.26 **Budgeted:** No **Source:**
Envision Lakeville Community Values:
Report Completed by:

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

		Amount
1000	GENERAL FUND	654,782.86
2000	COMMUNICATIONS FUND	245.25
2292	FIRST CENTER OPERATING FUND	708.54
4000	BUILDING FUND	7,530.54
4025	NEW FIRE STATION #2 (2026 CONSTRUCTION)	401,649.60
4100	EQUIPMENT FUND	35,991.42
4125	TECHNOLOGY FUND	12,490.68
4200	PARK DEDICATION FUND	66,582.00
4500	PARK & TRAIL IMPROVEMENTS	45,014.08
4720	2024A PARK BONDS	568.00
5131	QA1 TIF 24	53,733.35
5300	PAVEMENT MANAGEMENT FUND	124,926.02
5400	STORMWATER INFRASTRUCTURE FND	22,741.31
5600	SANITARY SEWER TRUNK FUND	300.14
6591	23-03 IPAVA AVE (KENWOOD-185TH)	2,884.50
6611	2026 STREET PROJECTS	611,308.51
7450	ENVIRONMENTAL RESOURCES FUND	1,265.21
7575	STREET LIGHTING FUND	988.03
7600	WATER FUND	508,474.99
7700	SEWER FUND	273,052.59
7800	LIQUOR FUND	607,260.87
8000	ESCROW FUND	369.84
8970	LAKEVILLE ARENAS - OPERATIONS	249.93
9800	PAYROLL CLEARING FUND	1,235,150.03
Report Total:		4,668,268.29

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

		Amount
1000	GENERAL FUND	214,306.18
2210	FRANCHISE FEES	1,498.00
3116	2014B REFUNDING BONDS	66.00
3125	2025A FIRST CENTER	6.01
3315	2011A IMPROVE BONDS	564.00
3318	2014A IMPROVEMENT BONDS	2,046.00
3319	2015A IMPROVEMENT BONDS	1,494.00
3320	2016B IMP BONDS (15-02,16-02, 16-04)	3,090.00
3321	2017A IMPROVEMENT BONDS	2,796.00
3322	2018A IMPRV BONDS	2,274.00
3323	2019A IMPRV BONDS	2,124.00
3324	2020A IMPRV BONDS	1,884.00
3325	2022C IMPRV BONDS	2,466.00
3326	2022A IMPRV BONDS	3,258.00
3539	2021C STREET RECONSTR BONDS	6.00
3542	2024A IMPRV BONDS	654.00
3543	2025A ST RECON BONDS	500.00
4000	BUILDING FUND	151,546.87
4125	TECHNOLOGY FUND	2,533.05
4200	PARK DEDICATION FUND	6,213.83
4720	2024A PARK BONDS	195,762.80
5130	SCHNEIDERMANS TIF 23	55,591.21
5300	PAVEMENT MANAGEMENT FUND	2,876.55
5400	STORMWATER INFRASTRUCTURE FND	12.00
5500	WATER TRUNK FUND	54.00
5600	SANITARY SEWER TRUNK FUND	42.00
6000	IMPROVEMENT CONSTRUCTION FUND	18.00
6589	22-24 AIRLAKE 70 IMPROVEMENT	18.00
7450	ENVIRONMENTAL RESOURCES FUND	897.20
7575	STREET LIGHTING FUND	16,065.67
7600	WATER FUND	32,748.13
7700	SEWER FUND	508,217.52
7800	LIQUOR FUND	248,341.25
8000	ESCROW FUND	6,000.00
9800	PAYROLL CLEARING FUND	833.70
Report Total:		1,466,803.97

MINUTES
CITY COUNCIL MEETING

July 20, 2026 - 6:00 PM
City Hall Council Chambers

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

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

2. Roll Call

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

Staff Present: Justin Miller, City Administrator; Andrea McDowell Poehler, City Attorney; Julie Stahl, Finance Director; Allyn Kuennen, Assistant City Administrator; Taylor Snider, Assistant to the City Administrator; Brad Paulson, Police Chief; Paul Oehme, Public Works Director

3. Citizen Comments

Chris Molitor, 9025 225th St. W, Lakeville, and Jim Sauber, 8875 225th St W, Lakeville, addressed the City Council regarding land annexation with Eureka Township.

4. Additional agenda information

5. Presentations/Introductions

a. Public Works Quarterly Report

Public Works Director Paul Oehme presented the Public Works quarterly report..

6. Consent Agenda

Motion was made by Wolter, seconded by Volk, to approve the Consent Agenda.
A voice vote was taken on the motion. Ayes - Bermel, Volk, Wolter
Absent: Mayor Hellier, Councilmember Lee

a. Check Register Summary
b. Minutes of the 07-06-2026 City Council Meeting
c. Professional Services Proposal from SRF Consulting for the Construction of Voyageur Park
d. Proposal from Kompani for the Purchase of Playground Equipment for East Community Park Phase II
e. Approve Change Order 2 for the Miscellaneous Street Improvements Project
f. Right of Entry and Memorandum of Understanding for Facility Evaluation Study with McKinstry

g. Contract for Heritage Center HVAC Roof Top Unit Replacement
h. Contract for Boiler Plant Replacement at the Fine Arts Building
i. Proposal from Southern Aluminum for the Purchase of Tables for the John Hennen Pavilion
j. Accepting Donation from the Lakeville Public Safety Foundation
k. Resolution Approving Charitable Gambling Rosemount VFW Post 9433
l. Juniper Triangle Development Agreements
m. Lakeville 35 Logistics Center South Addition Final Plat
n. Post Consumer Brands Parking Lot Expansion
o. EB First Addition Final Plat
p. Authentix Lakeville Second Addition Final Plat

7. Action Items

a. Acknowledge 2025 Annual Comprehensive Annual Report

Finance Director Julie Stahl and Tyler See, with Abdo Solutions, presented the 2025 Financial Audit Statement to Council.

Council congratulated staff on receiving the Certificate of Achievement for Excellence from the Government Finance Officers Association of the United States and thanked them for being good stewards of the City's dollars. Council also appreciated how the presentation made complicated data easy to understand.

Councilmember Volk moved to acknowledge receipt of the 2025 Comprehensive Annual Report, seconded by Wolter.
Roll Call - Ayes: Volk, Bermel, Wolter.
Absent: Mayor Hellier, Councilmember Lee

8. Unfinished Business

None

9. New Business

None

10. Council/Committee Updates

None

11. Announcements

a. Next City Council Meeting August 3, 2026

12. Adjourn

Motion was made by Michelle Volk, seconded by Dan Wolter, to adjourn.
Voice vote was taken on the motion. Ayes - John Bermel, Michelle Volk, Dan Wolter
Absent: Mayor Hellier, Councilmember Lee

Respectfully Submitted,

Taylor Snider, Deputy City Clerk	Luke M. Hellier, Mayor

Date: 8/3/2026

Accepting Donation from All Saints Catholic Church and School

Proposed Action
Staff recommends adoption of the following motion: Move to approve resolution to accept a $200.00 donation from All Saints Catholic Church and School to the Lakeville Fire Department.

Overview
Lakeville Fire Department was presented a donation of $200.00 from All Saints Catholic Church and School. The donation will be used to purchase Fire Prevention materials.

Supporting Information
None

Financial Impact: **Budgeted:** No **Source:**
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Micahel Meyer, Fire Chief

CITY OF LAKEVILLE

RESOLUTION NO._____

ACCEPTING DONATION FROM ALL SAINTS CATHOLIC CHURCH AND SCHOOL

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

WHEREAS, the City of Lakeville's Fire Department has received a donation from All Saints Catholic Church and School in the amount of $200.00; and

WHEREAS, the donation is beneficial to the fire department.

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

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

ADOPTED by the Lakeville City Council this 3rd day of August 2026.

CITY OF LAKEVILLE:

_____
Luke M Hellier, Mayor

ATTEST:

_____
Ann Orlofsky, City Clerk

Date: 8/3/2026

Resolution Calling Public Hearing on Unpaid Special Charges

Proposed Action
Staff recommends adoption of the following motion: Move to approve Resolution Calling Public Hearing on Unpaid Special Charges

Overview
Staff requests that the City Council call a public hearing to be conducted on October 5, 2026, for 2026 fall Unpaid Special Charges. These charges include costs and charges incurred by the City for mowing of grass, removal of weeds, property maintenance on nuisance properties, tree removal charges, unpaid utility bills and false alarm charges. To recover the unpaid special charges, the City must follow State Statute procedures. Those procedures provide that the City must adopt a resolution declaring the unpaid special charges to be assessed and establish a date for the assessment hearing for those charges. Public notice of the hearing will be mailed to customers and published in the legal newspaper.

Delinquent utilities – finalled and delinquent active accounts

In addition to certifying the amount delinquent, the City also collects a $50 service charge to cover the cost of certification and interest at a rate of 18% per annum of the amount delinquent plus the service charge for the period of October 5, 2026 until December 31, 2027.

Nuisance Abatement & Unpaid False Alarm Charges

The affected parcels will each be assessed the actual contractual cost incurred, re-inspection fees, a $50 administrative fee to cover the cost of the assessment, and interest at a rate of 18% per annum of the amount delinquent plus the service charge for the period October 5, 2026 until December 31, 2027.

Nuisance Abatement-Diseased Tree Removal

The affected parcels will each be assessed the actual contractual cost incurred, a $50 administrative fee to cover the cost of the assessment, and an interest rate of 4.7% of the amount delinquent plus the service charge for the period October 5, 2026 until the end of the term based on dollar amount below.

Term	Assessment Amount
1 year	$0 - $1,000
3 years	$1,001 - $2,999
5 years	$3,000 - $4,999
7 years	Over $5,000

Staff believe that certification is the most efficient method for collecting delinquent accounts, requiring the least effort, and causing the least customer dissatisfaction.

Supporting Information

1. Res Calling Public Hearing - 2026 Unpaid Special Charges

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

CITY OF LAKEVILLE

RESOLUTION No_____

Resolution Calling Public Hearing on Unpaid Special Charges

WHEREAS, Minn. Stat. 444.075, Subd. 3 authorizes the City to certify unpaid sanitary sewer, water and storm sewer charges ("utility charges") to the County Auditor-Treasurer for collection with taxes; and

WHEREAS, Minn. Stat, 429.101 authorizes the City to special assess unpaid street light charges, weed elimination from streets or private property and tree removal charges ("special charges"); and

WHEREAS, Title 8-5-4 of the City Ordinance authorizes the City to special assess unpaid emergency service charges ("special charges") to the County Auditor-Treasurer for collection with taxes.

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

1. A public hearing shall be held on the 5th day of October 2026 at the Lakeville Council Chambers, 20195 Holyoke Avenue, at 6:00 p.m. to consider certifying unpaid charges to the County Auditor-Treasurer for collection with taxes and assessment of special charges.

2. The City Clerk is hereby directed to cause a notice of the hearing to be published once in the official newspaper at least two (2) weeks prior to the hearing. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the unpaid charges list not less than two (2) weeks prior to the hearing.

ADOPTED this 3rd day of August 2026 by the City Council of the City of Lakeville.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

_____
Taylor Snider, Deputy City Clerk

August 3, 2026 **Item No.**

AUTHORIZE PURCHASING CARD PROGRAM CHANGE FROM WELLS FARGO TO US BANK

Proposed Action

Staff recommends adoption of the following motion: Move to authorize staff to execute a transition of the existing Purchasing Card (P-Card) program from Wells Fargo to US Bank.

Overview

Staff recommends that the City Council authorize the Finance Department to transition the City's Purchasing Card (P-Card) program — including the accounts administered on behalf of Lakeville Arenas and Dakota 911 Communications Center as fiscal agent — from Wells Fargo Bank to U.S. Bank, utilizing the existing NASPO ValuePoint Commercial Card Services cooperative purchasing contract, with a target full cutover date of October 1, 2026.

Background

The City currently administers its Purchasing Card (P-Card) program through Wells Fargo Bank's WellsOne Commercial Card Program. P-Cards are used across City departments, Lakeville Arenas, and Dakota 911 Communications Center for small-dollar, high-volume purchases, streamlining procurement and reducing reliance on manual purchase orders and check processing. The City's primary banking relationship for depository and treasury services is already held with U.S. Bank. Consolidating the P-Card program with the City's existing banking partner would reduce the number of vendor relationships the Finance Department must manage and may improve efficiency in reconciliation, reporting, and account administration.

Staff has researched U.S. Bank's government card program and identified that U.S. Bank is currently the sole awarded contractor on the NASPO ValuePoint Commercial Card Services Master Agreement (effective 2021–2027, with Washington State serving as lead state). Minnesota is a listed participating state under this cooperative purchasing agreement, meaning the City may be able to access U.S. Bank's commercial card program through this existing, publicly bid contract without conducting a separate competitive procurement process.

Discussion / Analysis

Staff evaluated the proposed transition against the following considerations:

- Existing banking relationship: The City, Lakeville Arenas, and Dakota 911 already maintain accounts with U.S. Bank, which may simplify implementation, cash management, and ongoing account servicing compared to maintaining a separate card-only relationship with Wells Fargo.
- Cooperative purchasing contract: Because U.S. Bank holds the NASPO ValuePoint award for commercial card services and Minnesota participates in that agreement, the City can pursue this transition under an already-competitively-bid contract rather than issuing a new RFP, which supports the compressed timeline requested by the Council.

- Rebate and rewards structure: Publicly available NASPO ValuePoint program materials reference a tiered rebate structure (a Standard/Non-Standard Volume Incentive and a Prompt Payment Incentive) with no minimum purchase limit.
- Program administration: U.S. Bank's Access Online platform would replace Wells Fargo's Commercial Card Expense Reporting (CCER) system for cardholder statement review, transaction reconciliation, and administrative controls. Staff and cardholder training will be required as part of implementation.
- Multi-entity fiscal agent structure: As fiscal agent for Lakeville Arenas and Dakota 911, the Finance Department will structure the U.S. Bank program to maintain clear entity-level segregation of card accounts, spend reporting, and rebate allocation consistent with current practice under Wells Fargo.
-

A summary comparison of the current and proposed programs is provided below.

Feature	Current: Wells Fargo	Proposed: U.S. Bank
Contract vehicle	Direct bank contract (WellsOne Commercial Card Program)	NASPO ValuePoint Commercial Card Services Master Agreement (2021–2027); Minnesota is a participating state
Procurement path	N/A – existing contract	Cooperative purchasing contract already publicly bid and awarded – no separate competitive RFP required by the City
Banking relationship	Separate relationship from the City's primary depository bank	City, Lakeville Arenas, and Dakota 911 already bank with U.S. Bank – consolidates depository and card services with a single institution
Rebate / rewards structure	1% revenue share for annual purchase total between $1.5M and $2M.	Publicly cited NASPO rate structure includes a Standard/Non-Standard Volume Incentive (~135 bps) and a Prompt Payment Incentive (up to ~45 bps); exact negotiated rate to be confirmed in the Minnesota participating addendum
Points/rebate applied to balance	Statement credit available on point redemptions; does not count toward minimum payment due	Statement credit available on point redemptions; same limitation – does not count toward minimum payment due
Card administration platform	Wells Fargo Commercial Card Expense Reporting (CCER)	U.S. Bank Access Online
Multi-entity fiscal agent structure	Requires separate coordination as fiscal agent for Arenas and Dakota 911	Simplified administration – City, Arenas, and Dakota 911 can be managed under a single existing banking relationship

Financial Impact

Staff anticipates a positive financial impact from this transition. Institutional P-Card programs of this type carry no cardholder annual fee, and rebate revenue is tied to total card spend volume and

payment timeliness rather than a fixed program fee. Since there was no realization of rebate revenue with Wells Fargo (2025 total purchases for the City were $795K), and there is rebate revenue anticipated with the US Bank program, the impact is favorable. Staff does not anticipate any implementation costs beyond internal staff time for account setup, cardholder onboarding, and training.

Implementation Timeline
To meet the Council's direction to complete this transition before the end of September 2026, staff proposes the following implementation schedule:

Milestone	Target Date
Council review and approval of program transition	August 3, 2026
Execute Minnesota NASPO ValuePoint participating addendum / U.S. Bank program agreement	August 4, 2026
U.S. Bank program setup, cardholder data load, and account structure build (City, Arenas, Dakota 911)	[6-9 weeks following agreement execution]
Cardholder notification, training, and distribution of new U.S. Bank cards	[Mid-to-late September 2026]
Parallel run / dual-card period (optional, if needed for continuity)	[Optional – up to 1 week]
Wells Fargo card deactivation and account closure	By September 30, 2026
Full cutover to U.S. Bank P-Card program	October 1, 2026

Staff recommends a brief parallel-run period, if operationally feasible, to minimize disruption to cardholders and ensure all recurring vendor payments are successfully transitioned before Wells Fargo accounts are closed.

Next Steps
- Upon Council approval, staff will execute the Minnesota participating addendum and associated U.S. Bank program agreement.
- Finance staff will coordinate with department heads, Lakeville Arenas, and Dakota 911 to schedule cardholder training and card distribution.
- Wells Fargo accounts will be closed following confirmation that all cardholders have successfully transitioned to U.S. Bank cards.

Attachments
- None at this time. Draft NASPO ValuePoint Minnesota participating addendum and U.S. Bank program agreement will be provided under separate cover once available.
-

Supporting Information

Financial Impact: $ $18K savings/yr **Budgeted:** Y☒ N☐ **Source:** Various
Related Documents: (CIP, etc.):
Envision Lakeville Community Values: Good Value for Public Services
Report Completed by: *Julie Stahl, Finance Director*

Date: 8/3/2026

Resolution Approving Easement Agreement with Verizon Wireless

Proposed Action

Staff recommends adoption of the following motion: Move to approve the grant of a permanent, exclusive easement to Verizon Wireless across City-owned property, and authorize execution of the Easement Agreement.

Overview

Verizon Wireless (Cellco Partnership) has requested a permanent, exclusive easement across City-owned property located at 20965 Holyoke Avenue (Lakeville Performing Arts Center). The easement agreement allows Verizon Wireless to install, operate and maintain a small cell wireless facility to support current and future cell service in the area.

The easement agreement requires Verizon Wireless to bear all installation and maintenance costs, minimize disruptions during construction, restore any disturbed areas to their original condition, comply with all applicable regulations, and protect the City from liability through indemnification and insurance requirements.

Approval supports improved, reliable cellular service for residents while placing the infrastructure at a location coordinated with and preferred by City staff. There is no direct cost to the City associated with granting the easement.

Supporting Information

1. 2026.08.03 Resolution Approving Easement Agreement
2. 2026.08.03 Easement Agreement

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

CITY OF LAKEVILLE

RESOLUTION NO. 26-

RESOLUTION APPROVING GRANT OF PERMANENT EXCLUSIVE EASEMENT TO VERIZON WIRELESS

WHEREAS, the City of Lakeville owns certain real property legally described as Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block 3, Fairfield, and Lots 11, 12, 13, 14, 15, 16, 17, and 18, Block 6 Fairfield, Dakota County, Minnesota, according to the recorded plat thereof ("Property"); and

WHEREAS, Verizon Wireless has requested a permanent, exclusive easement over a portion of the Property to install a small cell wireless facility; and

WHEREAS, the City Council finds that granting such easement will not interfere with the City's use of the Property and is in the public interest; and

WHEREAS, Minnesota Statutes authorize the City Council to convey interests in real property by resolution.

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

1. The City Council hereby approves the grant of a permanent, exclusive easement across the Property as described in Exhibit A, substantially in the form of the Easement Agreement attached hereto as Exhibit 1.
2. The Mayor and Deputy City Clerk are authorized and directed to execute the Easement Agreement and any related documents on behalf of the City.
3. City staff is directed to ensure the Easement Agreement and all exhibits are properly recorded with the Dakota County Recorder's Office.

ADOPTED by the Lakeville City Council this 3rd day of August 2026.

CITY OF LAKEVILLE

_____

Luke M. Hellier, Mayor

ATTEST:

_____

Taylor Snider, Deputy City Clerk

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered as of the ____ day of _____, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("Grantor") and **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**, a Delaware general partnership, ("Grantee") (Grantor and Grantee may be referred to individually as the "Party" or collectively, the "Parties").

RECITALS

A. The Grantor is the fee owner of property legally described on Exhibit A ("Grantor Property");

B. Grantee desires an easement over Grantor Property for the purpose of installing a small cell wireless facility and associated appurtenances;

C. Grantor prefers to grant the easement to Grantee over the Grantor Property in lieu of the Grantee's small cell wireless facility being place in the right of way.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual covenants made in this instrument, the parties agree as follows:

1. Easement. The Grantor hereby grants unto Grantee, its, successors and assigns, forever, an exclusive easement (the "Easement"), subject to the limitations and reservations herein stated, to install, operate, maintain, repair, replace, and remove a small cell wireless facility pole, wires, cables, conduits and pipes ("Facility") over, across, on, under, and through land legally described on the attached Exhibit "B-1" and depicted on the attached Exhibit "B-2" ("Easement Premises"). Grantee shall have the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Grantor Property to and from the Easement Premises for the purpose of installation, operation, maintenance, repair, replacement, and removal of the Facility. The Easement Premises shall include such additional space as is necessary

for the installation, operation, and maintenance of wires, cables, conduits, and pipes running between and among the various portions of the Easement Premises and to all necessary electrical, telephone, fiber, and other similar support services located within the Grantor Property or the nearest public right-of-way. The Grantor retains the right to landscape the Easement Premises with grass, mulch or other similar material. Grantor agrees and acknowledges that the Facility shall remain the personal property of Grantee and Grantee shall have the right to remove the same at any time, whether or not said items are considered fixtures and attachments to real property under applicable laws.

2. Installation and Construction. Grantee shall be responsible for any and all cost and expenses related to the design, construction and installation of the Facility within the Easement Premises, according to the plans and specifications attached hereto as Exhibit "C" ("Plans and Specifications") and shall obtain permits required by all applicable county and state laws, rules and regulations including, but not limited to, the laws, rules and regulations of the Grantor.

Grantee may not add, change or alter Grantee's Equipment from that set forth and/or shown on the Plans and Specifications, or described herein without the prior written approval of the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that Grantee shall be permitted to make Like-for-Like Equipment Modifications without the prior approval of Grantor. "Like-for-Like Equipment Modifications" means removal of all or any portion of the Facility (the "Old Equipment") and replacing it with similar and comparable equipment (the "Replacement Equipment"), but only so long as the Replacement Equipment does not trigger or cause: (i) additional permitting or regulatory requirements or compliance, or (ii) a material adverse effect on the structural integrity or loading of the Grantor Property. Grantee agrees to reimburse Grantor for all actual and reasonable costs incurred by the Grantor in connection with any alteration or modification of, or addition to the Facility requiring Grantor's approval pursuant to this paragraph including, but not limited to, plan review, structural review, site meetings, inspection time, and as-built updating as a result of Grantee's changes, including attorneys' fees for drafting and/or reviewing documents.

Grantee shall be responsible for the repair and restoration of any damage done by Grantee, its employees, agents or contractors during the installation, maintenance, or modification of the Facility or other equipment within the Easement Premises or any of Grantor's other property.

Grantee will not allow any mechanics or material liens to be placed against the Easement Premises or any of Grantor's other property as a result of any work or material provided to Grantee under the terms of this Agreement. If any such lien shall be placed against the Easement Premises or any of Grantor's other property, Grantee shall promptly cause such lien to be released or discharged within thirty (30) days of receipt of written notice thereof.

It shall be the responsibility of Grantee, its agents, contractors and/or subcontractors at Grantee's sole cost and expense to contact Gopher One Call and Grantor for locate requests prior to any construction or installation of Grantee's Equipment in the Easement Premises.

3. Location of Utility Facilities. The Utility Facility shall be located and constructed so as not to interfere with the safety and convenience of ordinary travel along and over currently existing public ways and so as not to disrupt normal operation of any facilities currently existing and used for providing sewer, water, or any other public utility service owned or operated by the Grantor or agency thereof ("Grantor Utility System"). Grantee's construction, operation, repair, maintenance and location of such Facility shall be subject to other ordinances or regulations of the Grantor.

4. Restoration, Landscaping and Maintenance. Upon completion of any work requiring the opening of the Easement Premises, Grantee shall, in all cases, place the Easement Premises in, on, under or across which the same are located in as good condition as they were prior to said operation.

5. Permission for Excavation. Grantee shall not open or disturb the surface of the Easement Premises for any purpose without first having obtained permission from the Grantor. Grantee may, however, open and disturb the Easement Premises without permission from the Grantor where an emergency exists requiring the immediate repair of the Facility. In such event Grantee shall notify the Grantor by telephone to the office designated by the Grantor before opening or disturbing the Easement Premises. On the next working day thereafter, Grantee shall obtain any required permits and pay any required fees.

6. Insurance. Grantee agrees to obtain and maintain during the term of this Agreement the insurance coverage set forth in Exhibit "D".

7. Defense and Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including actual and reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against, or incurred by, the indemnified Party to the extent resulting from the negligence or willful misconduct of the indemnifying Party, its employees, agents, or contractors, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the indemnified Party, or its employees, agents, or contractors. Grantee shall further indemnify and defend all claims to the extent arising out of the installation, operation, use, maintenance, repair, removal, or presence of the Facility on the Easement Premises, except to the extent that a claim arises from the negligence or willful misconduct of Grantor or its respective employees, agents or contractors. The indemnified Party shall provide the indemnifying Party with prompt written notice of any written claim covered by this indemnification; provided that any failure to provide such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligations except to the extent the indemnifying Party can establish actual prejudice as a result thereof. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any such claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

Notwithstanding any other term, covenant or condition of this Agreement, the Grantor's liability under this Agreement to the liability limits set forth in Minnesota Statutes, Chapter 466.

8. Limitation of Liability. Except for indemnification obligations pursuant to Paragraph 7, or a violation of law, in no event will either party be liable to the other party for, or indemnify the other party against, punitive, indirect, incidental, special or consequential damages, including, without limitation, loss of profits, income or business opportunities.

9. Default.

a. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Agreement: If either party fails to observe or perform its obligations under this Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach. If the default may not be reasonably cured within the thirty (30) day period, the defaulting party shall have such extended period as may be required beyond the thirty (30) days, provided that the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion within ninety (90) days after the initial written notice.

b. Except as expressly limited hereby, Grantor and Grantee shall have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the default within the applicable time allowed to cure under the terms of this Agreement.

10. Termination.

a. Except as otherwise provided herein, this Agreement may be terminated, without penalty or further liability, as follows:

i by either party upon thirty (30) days written notice after the termination of the cure periods provided in Section 9.a. above;

ii. by Grantee upon ninety (90) days written notice to Grantor if Grantee is unable, after filing all necessary applications for obtaining or retaining of any license, permit, or other Governmental Approval and making all reasonable efforts and using due diligence to comply with all requirements necessary, to obtain or maintain any license, permit, or other Governmental Approval necessary for the installation and/or operation of the Grantee's Equipment or Grantee's business;

iii. by Grantee upon ninety (90) days' notice if the Facility becomes unacceptable under Grantee's design or engineering standards for Grantee's use;

iv. by the Grantor if the Facility is abandoned or relocated from the Easement Premises. For purposes of this paragraph, the Facility shall be deemed "abandoned" only if

Grantee ceases all operations of the Facility for a continuous period of twelve (12) months and fails to resume operations within ninety (90) days after written notice from Grantor.

b. Notice of Termination. The parties shall give notice of termination of this Agreement, setting forth the "Termination Date" in accordance with Paragraph 13 of this Agreement.

c. Removal of Facility. Upon termination of this Agreement, Grantee shall, within ninety (90) days, remove its Facility, including all appurtenances, at Grantee's sole cost and expense, and restore the Easement Premises to its original condition, reasonable wear and tear and casualty damage excepted. If such time for removal causes Grantee to remain on the Easement Premises after termination, Grantee shall not be deemed in default during such ninety (90) day removal period.

11. Assignment, Sublease, and Use. This Agreement, or rights thereunder, are personal to the Grantee and may not be sold, assigned, or transferred at any time by Grantee without written approval or consent of the Grantor except to Grantee's principal, affiliates, subsidiaries of its principal, or to any entity acquiring all or substantially all of Grantee's assets in the market defined by the FCC in which the County Site and Easement Premises is located or by reason of a merger, acquisition or other business reorganization, provided that Grantee provides Grantor with notice of the foregoing as soon thereafter as is practicable. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Grantor, such consent not to be unreasonably withheld, conditioned or delayed. Grantee may not lease or sublease the Easement Premises or Grantee's Conduit to a third party. Grantee's Conduit may be used only by Grantee, its affiliates, or subsidiaries, or an entity to which Grantee's rights have been assigned pursuant to this paragraph.

12. Condemnation. In the event the Easement Premises is taken by eminent domain, this Agreement shall terminate as of the date title to the Easement Premises vests in the condemning authority. In event a portion of the Easement Premises is taken by eminent domain, either party shall have the right to terminate this Agreement as of the date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Grantor shall be entitled to the full amount of any award paid for the taking of the land and improvements constituting the Grantor Property. Grantee shall have the right to claim and recover from the condemning authority, but not from Grantor, such compensation as may be separately awarded or recoverable by Grantee on account of any and all damage to Grantee's Facility, Grantee's business, and any costs or expenses incurred by Grantee in moving, removing, or relocating all or a portion of the Facility.

13. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or delivered by a nationally recognized overnight courier service, to the following addresses or to any other address of Grantee or Grantor that is given from time to time to the other party pursuant to this provision, regarding written notice:

If to Grantor: City of Lakeville

20195 Holyoke Avenue
Lakeville, MN 55044
Attn: City Administrator

with copy to: Lakeville City Attorney
Campbell Knutson, P.A.
860 Blue Gentian Road, Suite 290
Eagan, MN 55121

If to Grantee: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
MDG Location ID: 5000207764

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920
MDG Location ID: 5000207764

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

14. Compliance with Applicable Laws. Grantee shall at all times comply with all applicable laws, ordinances, rules, regulations, and codes, federal, state, and local, whether now or hereafter promulgated or enacted. At no time shall the installation, operation, or maintenance of the system endanger or interfere with the safety of persons or property in the Grantor.

15. Force Majeure. Neither party shall be in default hereunder to the extent that performance of any obligation (other than payment obligations) is delayed or prevented by reason of any act of God, fire, natural disaster, labor dispute, governmental action, war, civil unrest, pandemic, or any other cause beyond such party's reasonable control (a "Force Majeure Event"), provided that the affected party provides prompt written notice to the other party and uses commercially reasonable efforts to overcome or work around such Force Majeure Event.

16. Environmental. Grantee shall conduct its activities on the Easement Premises in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). Grantee shall indemnify and hold harmless Grantor from claims to the extent resulting from Grantee's violation of any applicable EH&S Laws or to the extent that Grantee causes a release of any regulated substance to the environment on the Easement Premises. Grantor shall indemnify and hold harmless Grantee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment on or about the

Grantor Property, except to the extent resulting from the activities of Grantee. The Parties recognize that Grantee is only utilizing a small portion of Grantor's property and that Grantee shall not be responsible for any environmental condition or issue except to the extent resulting from Grantee's specific activities. In the event that Grantee encounters any hazardous substances on the Easement Premises that do not result from Grantee's activities, Grantee may relocate its Facility to avoid such hazardous substances to a mutually agreeable location on the Grantor Property.

17. Miscellaneous.

a. Authority. Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of that party has the full right, power and authority to enter into and execute this Agreement on that party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

b. Complete Agreement; Amendments. This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Grantor and Grantee. This Agreement may only be amended in writing signed by all parties. All Exhibits are incorporated into this Agreement by reference.

c. Binding Effect. The terms and conditions of this Agreement shall run with the Easement Premises, inure to the benefit of and be binding on the respective parties and their respective successors and permitted assignees.

d. Enforcement and Attorneys' Fees. The prevailing party in any action or proceeding in court to enforce the terms of this Agreement including any appeals shall be entitled to receive its actual and reasonable attorney's fees and other reasonable costs and expenses from the non-prevailing party.

e. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

f. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

g. Estoppel Information. Each party shall from time to time, within sixty (60) days after written request from the other party, execute, acknowledge and deliver an estoppel certificate indicating that this Agreement and amendments thereto (if any) are in full force and effect, setting forth the expiration date of the then current Term, and acknowledging that there are not, to such party's knowledge, any uncured defaults, or specifying such defaults, if any, are claimed.

h. Brokers. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker in this transaction, and shall hold the other party harmless from any claims for commission by such broker.

i. No Waiver. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

j. Recitals. The Recitals set forth above are hereby incorporated in this Agreement as though they were set forth in the body hereof.

k. Casualty. If a fire or other casualty damages the Grantor Property or Easement Premises and impairs Grantee's use of the Easement Premises, Grantee's obligations hereunder shall abate until Grantee's use is restored. If Grantee's use is not restored within forty-five (45) days, Grantee may terminate this Agreement upon written notice to Grantor.

l. Counterparts. This Easement Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, when taken together, constitute the same instrument.

IN TESTIMONY WHEREOF, *the parties hereto have signed this document this* ____ day of _____, 2026.

[Remainder of Page Intentionally Left Blank]
[Signatures to follow]

CITY OF LAKEVILLE

By: _____
Luke M Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by Luke M. Hellier and Ann Orlofsky, respectively the Mayor and City Clerk of the City of Lakeville, a Minnesota municipal corporation, City, on behalf of the corporation and pursuant to the authority granted by the City Council.

_____
Notary Public

Site Name: MIN Lannister SC 6 – A
MDG Location ID: 5000207764

238939v4238939v3

GRANTEE:
CELLCO PARTNERSHIP
D/B/A
VERIZON WIRELESS

By: _____
Name: Jonathan Fowler
Its: Senior Director – Great Plains

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Jonathan Fowler, the Senior Director - Great Plains, of **CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS,** a Delaware general partnership, on behalf of said entity.

_____
Notary Public
My commission expires

Tamora R Hartman
Notary Public
Minnesota
My Commission Expires January 31, 2028

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (651) 452-5000

Site Name: MIN Lannister SC 6 – A
MDG Location ID: 5000207764

238939v4238939v3

EXHIBIT "A"
TO
EASEMENT AGREEMENT

Legal Description of Grantor Property

PID 22-44450-06-181

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block 3, Fairfield.
Lots 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16, 17, and 18, Block 6 Fairfield, a/k/a Lakeville Village

EXCEPT
All those parts of Lots 5 and 6 in Block 3; Lots 1 through 5 in Block 6; the vacated street adjoining said Block 3 and Block 6, all in FAIRFIELD, Dakota County, Minnesota, according to the recorded plat thereof, described as follows:

Beginning at the Northwest corner of said Lot 5 of Block 6; thence North 89 degrees 20 minutes 00 seconds East, assumed bearing, along the north line of said Lot 5 of Block 6 to the northeast corner of said Lot 5 of Block 6; thence South along the east line of said Lot 5 of Block 6 a distance of 50.00 feet; thence South 89 degrees 20 minutes 00 seconds West a distance of 13.51 feet; thence South a distance of 327.21 feet; thence South 89 degrees 46 minutes 23 seconds West a distance of 136.48 feet to the west line of said Block 3; thence North along the west line of said Block 3 and Block 6 a distance of 376.16 feet to the point of beginning.

Subject to and together with Parking/Access Easement and Maintenance Agreement filed January 23, 2001, as Document Number 1746100.

Site Name: MIN Lannister SC 6 – A
MDG Location ID: 5000207764

238939v4238939v3

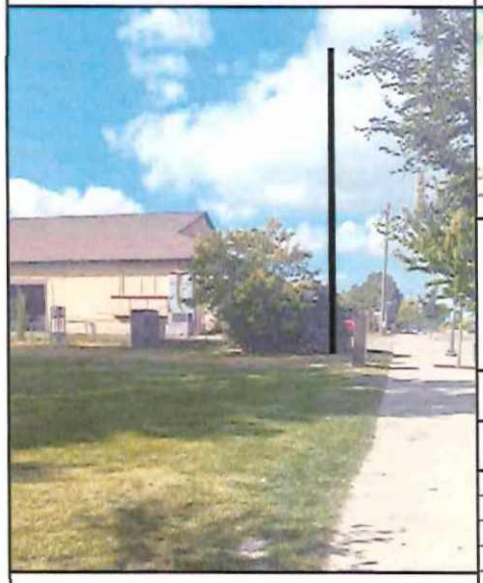
EXHIBIT "B"
TO
EASEMENT AGREEMENT

Depiction of Easement Premises & Plans and Specifications

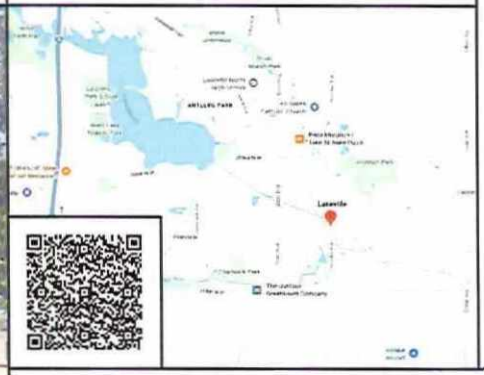
Site Name: MIN Lannister SC 6 – A
MDG Location ID: 5000207764

238939v4238939v3

POLE LOCATION



SITE LOCATION MAP



verizon

MIN LANNISTER SC6
INITIAL BUILD
LAKEVILLE, MN 55044

PROJECT DESCRIPTION

WORK ITEM	SUPPLIED BY	INSTALLED BY
VERIZON OWNED EQUIPMENT	VERIZON	CONTRACTOR
CABLING	CONTRACTOR	CONTRACTOR
(1) RAYCAP BOX	CONTRACTOR	CONTRACTOR
(1) FIBER HAND HOLE	FIBER PROVIDER	FIBER PROVIDER
(1) PROPOSED POLE	VERIZON	CONTRACTOR
(1) ELECTRICAL HAND HOLE	CONTRACTOR	CONTRACTOR
(1) METER	CONTRACTOR	CONTRACTOR

SHEET INDEX

SHEET	SHEET DESCRIPTION
TITLE SHEET	PROJECT INFORMATION, MAPS, DIRECTIONS, & SHEET INDEX
SHEET 1	SITE PLAN
SHEET 2	ELEVATION, ANTENNA & EQUIPMENT KEY, ANTENNA PLAN
SHEET 3	MOUNTING DETAILS & PLANS
SHEET 4	FIBER & POWER ROUTING PLAN
SHEET 5	FIBER & POWER DETAILS, GROUNDING DETAILS
SHEET 6	LANE CLOSURE INFORMATION
SHEET 7	GENERAL NOTES
1	SURVEY

SITE INFORMATION

APPROX. ADDRESS:	20909 HOLYOKE AVE LAKEVILLE, MN 55044
SITE COORDINATES:	N 44° 38' 48.33" (NAD83) / 44.646758° N (PER 1A) W 93° 14' 34.84" (NAD83) / 93.243011° W
PROJECT NUMBER:	15205741
LOCATION CODE:	50000207764
EXISTING POLE TYPE:	N/A
EXISTING POLE FINISH:	N/A
NEW POLE MATERIAL:	ALUMINUM
NEW POLE FINISH:	PAINT
PAINT CODE:	RAL#8019 "GREY BROWN"
POLE DISPOSAL INFORMATION:	N/A

NOTES

1. In the event that Special Inspections are not performed in compliance with the contract terms, bid specifications and/or specified form, the General Contractor will be liable for all damages, construction performance, failures, and corrective actions related to the same.
2. The following general notes shall apply to drawings and govern unless otherwise noted or specified.
3. The work delineated in these drawings and described in the specifications shall conform to codes, standards and regulations that have jurisdiction in the state of MN, and the city of LAKEVILLE.
4. Requirements and regulations pertaining to R.F. safety codes and practices must be incorporated in the work even though they may not be listed individually and separately in either the drawings or the specifications.
5. Compare field conditions with drawings. Any discrepancies shall be directed to the designer for clarification prior to fabrication and/or construction. Submit necessary shop drawings prior to fabrication for approval by the designer. No information or details on these sheets may be used without the permission of the owner, or the designer.
6. Do not scale drawings!
7. Unless otherwise shown or noted, typical details shall be used where applicable.
8. Details shall be considered typical at similar conditions.
9. Safety measures: The contractor shall be solely and completely responsible for the conditions of the job site, including safety of the persons and property and for independent engineering reviews of these conditions. The designer's job site review is not intended to include review of the adequacy of the contractor's safety measures.
10. Within these plans and specifications, "Owner" implies VERIZON WIRELESS.
11. The work is the responsibility of the general contractor unless noted otherwise.
12. The terms "contractor" and "g.c." refer to the owner's general contractor and the general contractor's sub-contractors. It is the general contractor's responsibility to determine the division of work among sub-contractors.
13. The general contractor is responsible in obtaining necessary public and private underground utility locate services prior to start of excavating / construction.

DIRECTORY

ROW CONTACT:
CITY OF LAKEVILLE

ASSET OWNER:
VERIZON WIRELESS
10801 BUSH LAKE RD.
BLOOMINGTON, MN 55438

DESIGNER:
DESIGN 1 OF EDEN PRAIRIE
9973 VALLEY VIEW ROAD
EDEN PRAIRIE, MN 55344
PHONE: 952-903-9299

STRUCTRUAL ENGINEER:
HERZOG ENGINEERING LLC
1334 81ST AVE NE
SPRING LAKE PARK, MN 55432
PHONE: (612) 844-1234

POWER PROVIDER:
XCEL ENERGY
1518 CHESTNUT AVE.
MINNEAPOLIS, MN 55403
CONTACT: ADAM MATHERN
PHONE: (515) 452-5655

verizon
10801 Bush Lake Rd
Bloomington, MN 55438
952.946.4694 voice

DESIGN 1
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

HERZOG ENGINEERING
1334 81ST AVE NE
SPRING LAKE PARK, MN 55432
(612) 844-1234
WWW.HERZOGENGINEERING.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.

SIGNATURE:
NAME: Joshua Herzog
DATE: 03/27/2026
LICENSE NUMBER: 42302
HE #: 261120

PROJECT NO:	15205741
LOCATION CODE:	50000207764
CHECKED BY:	TAB

MIN LANNISTER SC6
20909 HOLYOKE AVE
LAKEVILLE, MN 55044

SUBMITTAL:

INITIAL:	DATE:	DESCRIPTION:
AKB	02-24-26	REV. A
AKB	03-16-26	REV. 0
AKB	03-27-26	REV. 1

STRUCTURAL ANALYSIS:

DATE:	DESCRIPTION:
03-16-26	REPORT NO. 261120

RFDS:

DATE:	12-11-25

PLOT DATE	03-27-26
SET TYPE	BID / CONSTRUCTION
SHEET TITLE	TITLE SHEET
SHEET NUMBER	TITLE

A AERIAL OF SITE

B OVERVIEW OF SITE

C OVERVIEW OF SITE

LEGEND

ELECTRIC MANHOLE	TELECOM MANHOLE	ELECTRIC METER	WATER HYDRANT	OHE — OVERHEAD ELECTRIC LINE	UNDERGROUND WATER LINE
ELECTRIC HAND-HOLE	UTILITIES MANHOLE	GAS METER	UTILITY POLE	UGE — UNDERGROUND ELECTRIC LINE	UNDERGROUND SANITARY SEWER LINE
TELECOM HAND-HOLE	WATER MANHOLE	GAS VALVE	LIGHT POLE	UGFB — UNDERGROUND FIBER LINE	UNDERGROUND STORM SEWER LINE
SANITARY SEWER MANHOLE	ELECTRICAL PEDESTAL	WATER VALVE	SIGN	UGT — UNDERGROUND TELCO LINE	FENCE
STORM SEWER MANHOLE	TELCO PEDESTAL	WATER CURB STOP	TREE	UGG — UNDERGROUND GAS LINE	STORM CATCH BASIN (SHAPE VARIES)

EXISTING BUILDING
EXISTING GAS METER
EXISTING ELECTRICAL BOX
EXISTING PAD MOUNTED TRANSFORMER
EXISTING COMMUNICATIONS VAULT
PROPOSED ELECTRICAL HAND HOLE
PROPOSED VZW EQUIPMENT LOCATION
PROPOSED FIBER HAND HOLE
EXISTING ROAD CENTERLINE
EXISTING CONTOUR LINE (TYP.)
EXISTING PUBLIC R.O.W. LINE
EXISTING EDGE OF CONCRETE (TYP.)
EXISTING EDGE OF BITUMINOUS (TYP.)
NORTH
GRAPHIC SCALE

A SITE PLAN
SCALE: 1" = 10'-0"

verizon
10801 Bush Lake Rd
Bloomington, MN 55438
952.946.4694 voice

DESIGN 1
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-8299
WWW.DESIGN1CP.COM

HERZOG ENGINEERING
1334 81st AVE NE
SPRING LAKE PARK, MN 55432
(612) 844-1234
WWW.HERZOGENGINEERING.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.

SIGNATURE:
NAME: Joshua Herzog
DATE: 03/27/2026
LICENSE NUMBER: 42302
HE #: 261120

PROJECT NO:	15205741
LOCATION CODE:	50000207704
CHECKED BY:	TAB

MIN LANNISTER SC6

20909 HOLYOKE AVE
LAKEVILLE, MN 55044

SUBMITTAL:

INITIAL:	DATE:	DESCRIPTION:
AKB	02-24-26	REV. A
AKB	03-16-26	REV. 0
AKB	03-27-26	REV. 1

STRUCTURAL ANALYSIS:

DATE:	DESCRIPTION:
03-16-26	REPORT NO. 261120

RFDS:

DATE:	12-11-25

PLOT DATE	03-27-26
SET TYPE	BID / CONSTRUCTION
SHEET TITLE	SITE PLAN
SHEET NUMBER	SHEET 1

PROPOSED ANTENNA KEY

NODE	AZIMUTH	POSITION	PORT	QTY	MANUFACTURER	MODEL	MOD TYPE	ANTENNA HEIGHT	ANTENNA WIDTH	ANTENNA WEIGHT	ANTENNA TIP	ANTENNA CENTER	ELEC DOWNTILT	MECH DOWNTILT	STATUS
SC6	0°	–	R1	1	JMA	CX160M0238-1C	700/850+45	33.5"	ø14.0"	33.0 LBS	34.2'	32.7'	0°	0°	PROPOSED
–	–	–	R2	–	–	–	700/850-45	–	–	–	–	–	–	–	–
–	–	–	R1	–	–	–	700/850+45	–	–	–	–	–	0°	0°	–
–	–	–	R2	–	–	–	700/850-45	–	–	–	–	–	–	–	–
–	–	–	Y1	–	–	–	AWS/PCS+45	–	–	–	–	–	2°	0°	–
–	–	–	Y2	–	–	–	AWS/PCS-45	–	–	–	–	–	–	–	–
–	–	–	Y1	–	–	–	AWS/PCS+45	–	–	–	–	–	2°	0°	–
–	–	–	Y2	–	–	–	AWS/PCS-45	–	–	–	–	–	–	–	–
SC6	0°	–	–	1	ERICSSON	AIR1672	C-BAND	21.3"	8.1"	31.0 LBS	29.4'	28.5'	1°	0°	PROPOSED
SC6	120°	–	–	1	ERICSSON	AIR1672	C-BAND	21.3"	8.1"	31.0 LBS	29.4'	28.5'	1°	0°	PROPOSED
SC6	240°	–	–	1	ERICSSON	AIR1672	C-BAND	21.3"	8.1"	31.0 LBS	29.4'	28.5'	1°	0°	PROPOSED

PROPOSED EQUIPMENT KEY

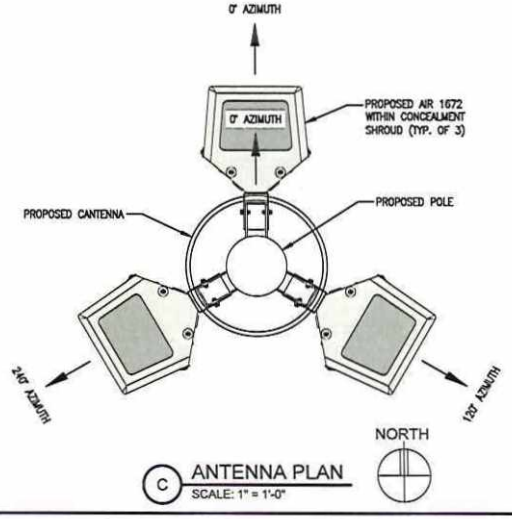
QTY.	MANUFACTURER	MODEL	STATUS
1	ERICSSON	4490	PROPOSED
–	–	–	–
–	–	–	–
–	–	–	–
1	ERICSSON	4890	PROPOSED
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–

PROPOSED ADDITIONAL EQUIPMENT:
(1) RAYCAP BOX, MODEL# RSCAC-1333-P-240-DL
(1) ERICSSON, PSU 6308
(1) COMMSCOPE, AWS/PCS QUAD-PACK DIPLEXER, PN#SDX19260-43
(3) CONCEALFAB, CONCEALMENT SHROUD, PN# 901734-1
(3) CONCEALFAB, TILT BRACKET, PN# 900722-1
(1) CONCEALFAB CABLE SHROUD, PN# 900101-1
(1) CONCEALFAB SLEEVE, UNIVERSAL, PN# 900192-1
(1) CONCEALFAB POLE TOP MOUNT, PN# 007948-1
(3) ALUMA-FORM BOLT-A-BAND, PN# CMB-7 3/4-15 KIT
(1) MILBANK METER BOX, MODEL# U6281-XL-100-ST6

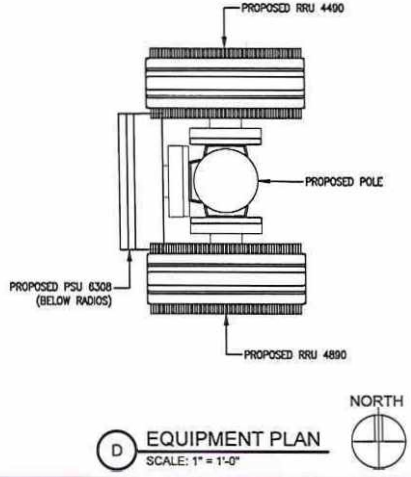
A ANTENNA AND EQUIPMENT KEY
SCALE: N/A

B RF WARNING SIGNS
SCALE: N.T.S

NOTES:
1. THE GC IS TO CONFIRM WITH VZW CE ON THE PROPER COLOR AND HEIGHT THE RF SIGNS ARE TO BE ATTACHED TO THE POLE.



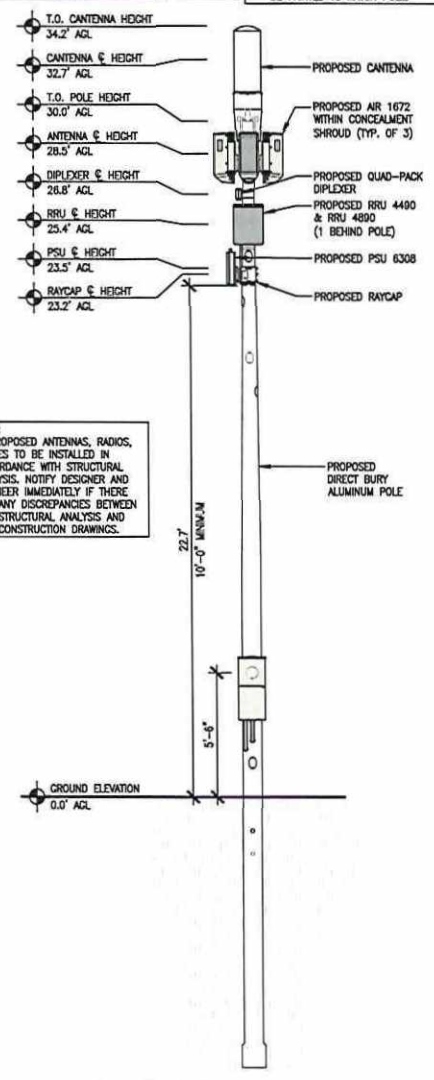
C ANTENNA PLAN
SCALE: 1" = 1'-0"



D EQUIPMENT PLAN
SCALE: 1" = 1'-0"

PROPOSED POLE	
POLE HEIGHT:	42.0'
TOP OF POLE HEIGHT:	30.0' AGL
MAXIMUM APPURTENANCE HEIGHT:	34.2' AGL

NOTE:
1. ALL HARDWARE SHALL BE STAINLESS STEEL.
2. ALL CABLES SHALL BE SECURED TO POLE EVERY 36" OR LESS.
3. LIGHTNING RODS SHALL BE INCLUDED WHERE REQUIRED.
4. ALL NEW POLE MOUNTED EQUIPMENT TO BE PAINTED TO MATCH POLE.



NOTE:
1. PROPOSED ANTENNAS, RADIOS, CABLES TO BE INSTALLED IN ACCORDANCE WITH STRUCTURAL ANALYSIS. NOTIFY DESIGNER AND ENGINEER IMMEDIATELY IF THERE ARE ANY DISCREPANCIES BETWEEN THE STRUCTURAL ANALYSIS AND THE CONSTRUCTION DRAWINGS.

E NEW POLE ELEVATION
SCALE: 3/16" = 1'-0"

verizon
10801 Bush Lake Rd
Bloomington, MN 55438
952.946.4094 voice

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9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1CP.COM

HERZOG ENGINEERING
1334 81ST AVE NE
SPRING LAKE PARK, MN 55432
(612) 844-1234
WWW.HERZOGENGINEERING.COM

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SIGNATURE:
NAME: Joshua Herzog
DATE: 03/27/2026
LICENSE NUMBER: 42302
HE #: 261120

PROJECT NO:	15205741
LOCATION CODE:	50000207764
CHECKED BY:	TAB

MIN LANNISTER SC6

20909 HOLYOKE AVE
LAKEVILLE, MN 55044

SUBMITTAL:

INITIAL:	DATE:	DESCRIPTION:
AKB	02-24-26	REV. A
AKB	03-16-26	REV. 0
AKB	03-27-26	REV. 1

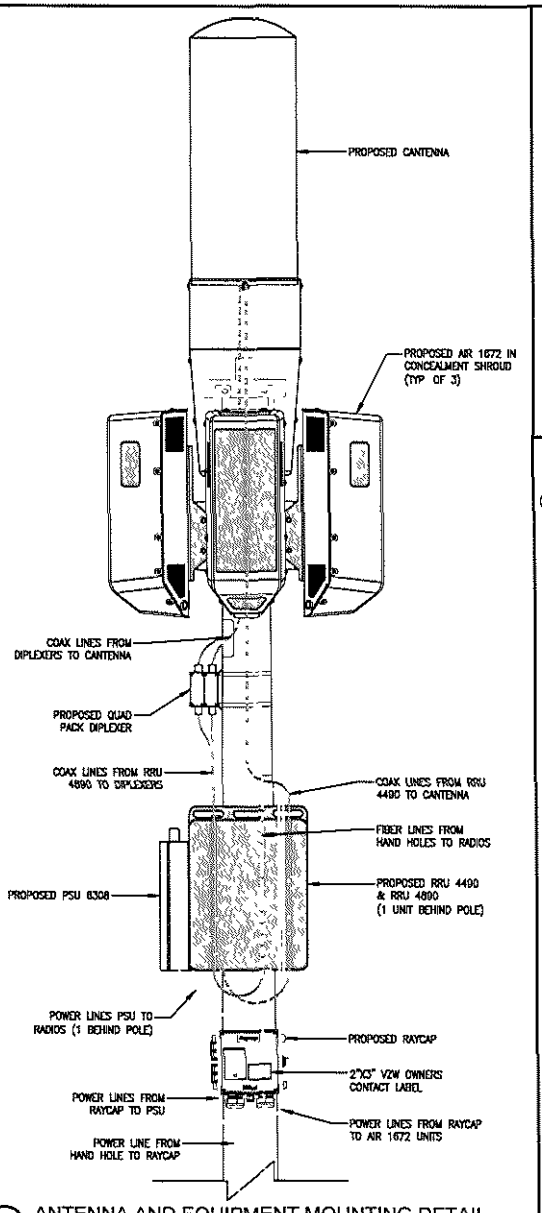
STRUCTURAL ANALYSIS:

DATE:	DESCRIPTION:
03-16-26	REPORT NO. 261120

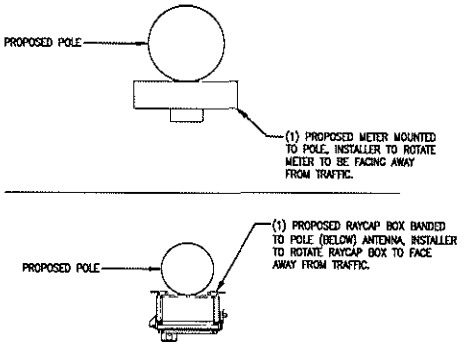
RFDS:

DATE:	
12-11-25	

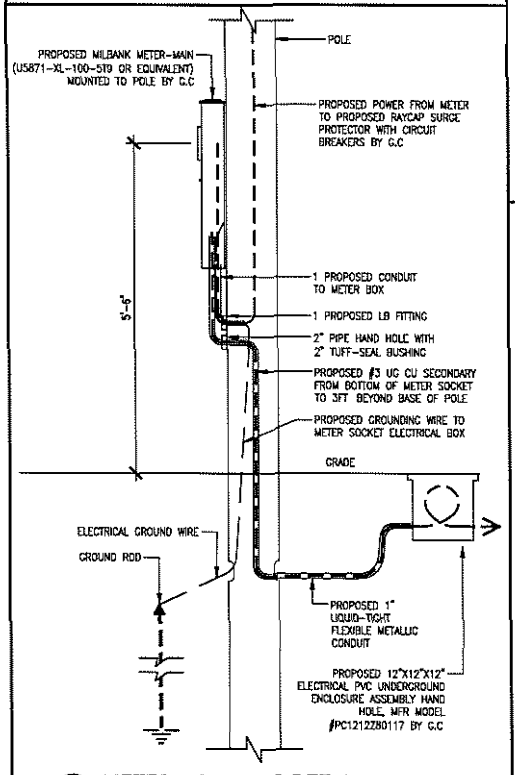
PLOT DATE	03-27-26
SET TYPE	BID / CONSTRUCTION
SHEET TITLE	ELEVATION & ANTENNA PLAN
SHEET NUMBER	SHEET 2



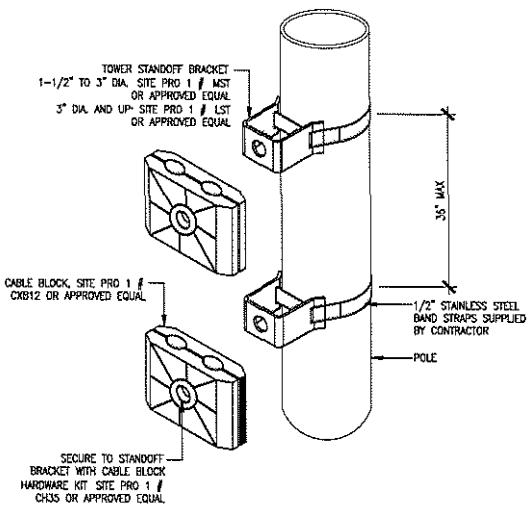
A ANTENNA AND EQUIPMENT MOUNTING DETAIL
SCALE 3/4" = 1'-0"



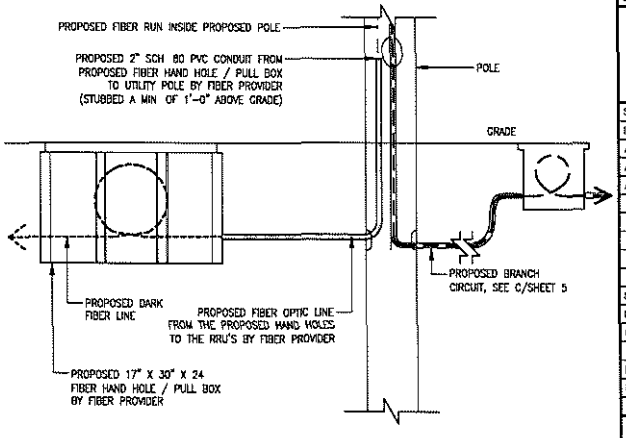
B METER & RAYCAP ORIENTATION
SCALE N T S



C METER MOUNTING DETAIL / POWER
SCALE 1/2" = 1'-0"



D TYP CABLE MANAGEMENT
SCALE N T S



E FIBER HAND HOLE
SCALE 1/2" = 1'-0"

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SIGNATURE:
NAME Joshua Herzog
DATE 03/27/2026
LICENSE NUMBER 42302
HE # 261120

PROJECT NO	15205741
LOCATION CODE	50000207764
CHECKED BY	TAB

MIN LANNISTER SC6

20909 HOLYOKE AVE
LAKEVILLE, MN 55044

SUBMITTAL

INITIAL	DATE	DESCRIPTION
AKB	02-24-26	REV A
AKB	03-16-26	REV 0
AKB	03-27 26	REV 1

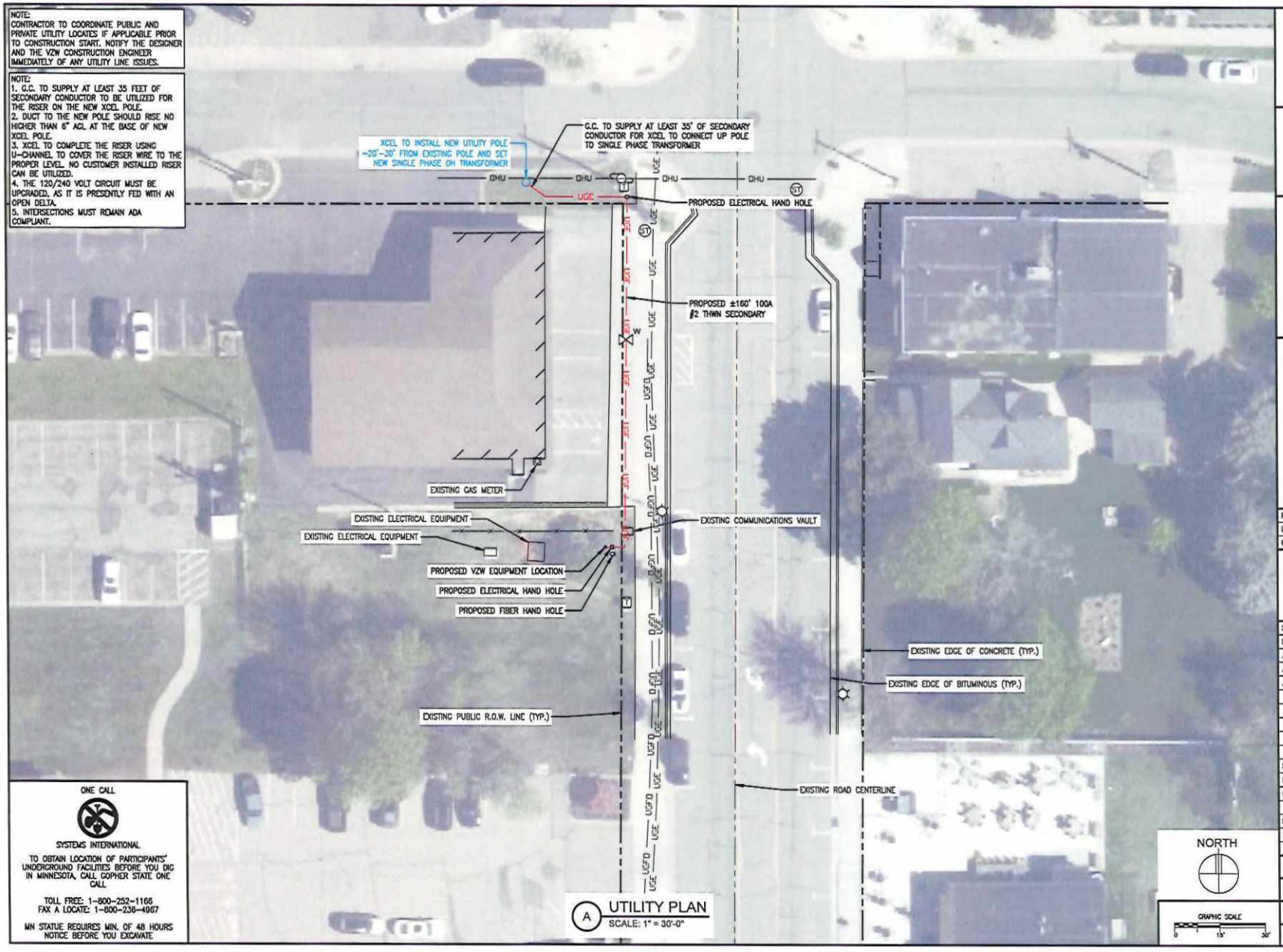
STRUCTURAL ANALYSIS

DATE	DESCRIPTION
03-16-26	REPORT NO 261120

RFDS

DATE	
12-11 25	

PLOT DATE	03-27-26
SET TYPE	BID / CONSTRUCTION
SHEET TITLE	MOUNTING DETAIL & PLANS
SHEET NUMBER	SHEET 3



A UTILITY PLAN
SCALE: 1" = 30'-0"

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952.946.4694 voice

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SIGNATURE:
NAME: Joshua Herzog
DATE: 03/27/2026
LICENSE NUMBER: 42392
HE #: 261120

PROJECT NO:	15205741
LOCATION CODE:	50000207764
CHECKED BY:	TAB

MIN LANNISTER SC6

20909 HOLYOKE AVE
LAKEVILLE, MN 55044

SUBMITTAL:

INITIAL:	DATE:	DESCRIPTION:
AKB	02-24-26	REV. A
AKB	03-16-26	REV. 0
AKB	03-27-26	REV. 1

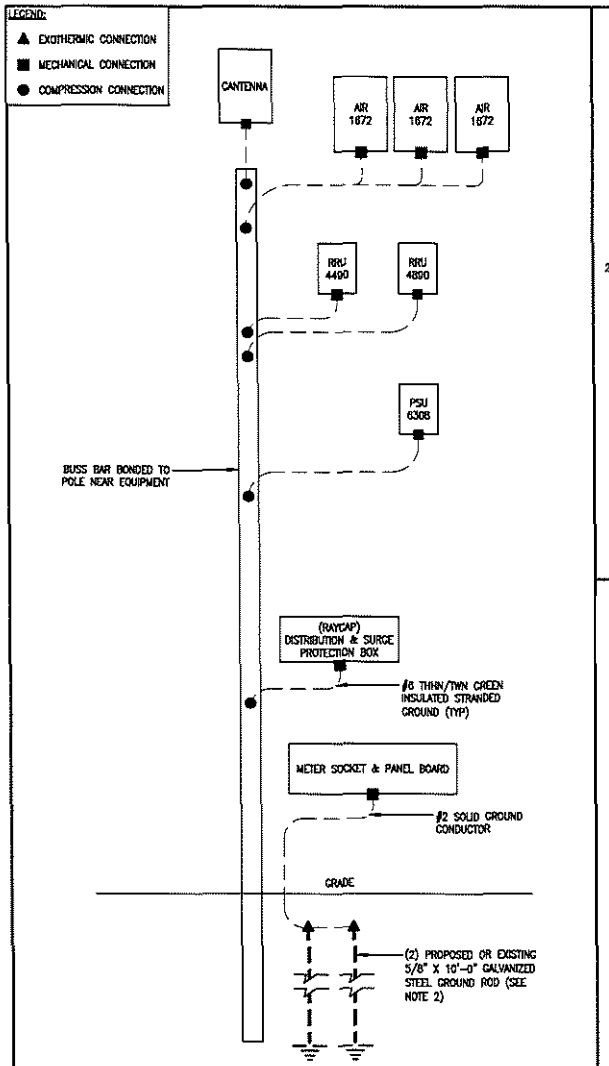
STRUCTURAL ANALYSIS:

DATE:	DESCRIPTION:
03-16-26	REPORT NO. 261120

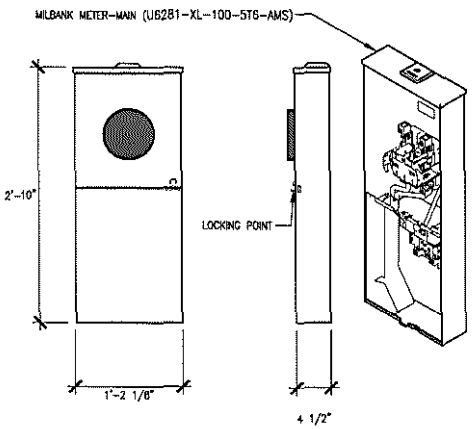
RFDS:

DATE:	12-11-25

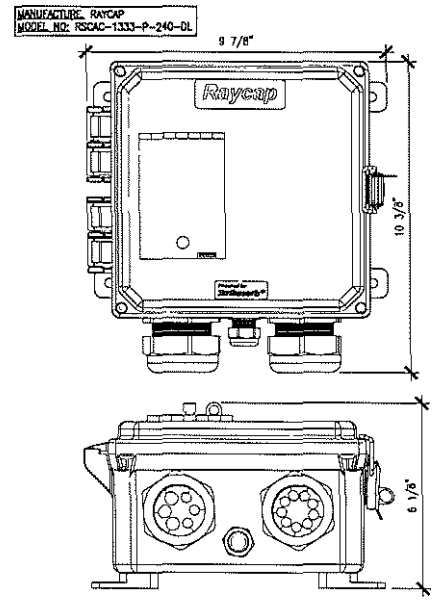
PLOT DATE	03-27-26
SET TYPE	BID / CONSTRUCTION
SHEET TITLE	FIBER AND POWER ROUTING PLAN
SHEET NUMBER	SHEET 4



A GROUNDING DIAGRAM
SCALE N T S



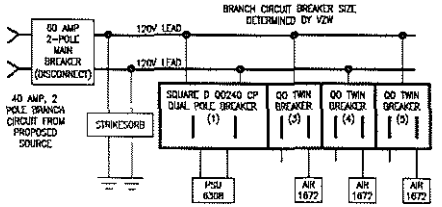
B METER BOX DETAIL
SCALE N T S



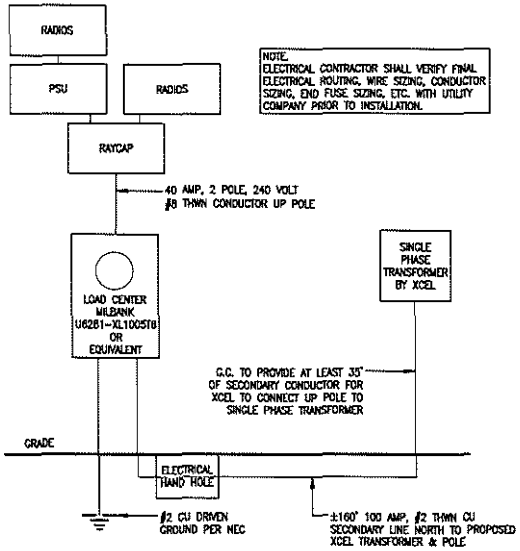
C RAYCAP DETAIL
SCALE N T S

NOTE:
ELECTRICAL CONTRACTOR TO VERIFY OPERATING VOLTAGE OF ALL EQUIPMENT BEFORE MAKING ANY ELECTRICAL CONNECTIONS. G.C. WILL NEED TO SUPPLY ONE SQUARE D QO240 CP DUAL POLE 40A BREAKER TO REPLACE TWO OF THE TANDEM BREAKERS IN THE RAYCAP 1333 SURGE PROTECTOR. THAT CIRCUIT IS TO BE USED TO FEED 240V TO THE 6308 PSU. ALL BREAKERS ARE SQUARE D TYPE QO TANDEM.

NOTE:
ELECTRICAL CONTRACTOR SHALL VERIFY FINAL ELECTRICAL ROUTING, WIRE SIZING, CONDUCTOR SIZING END FUSE SIZING, ETC. WITH UTILITY COMPANY PRIOR TO INSTALLATION



D RAYCAP ONE-LINE DIAGRAM
SCALE N T S



E ONE LINE RISER DIAGRAM
SCALE N T S

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SIGNATURE
NAME Joshua Herzog
DATE 03/27/2026
LICENSE NUMBER 42302
PE # 261120

PROJECT NO	18205741
LOCATION CODE	80000207764
CHECKED BY	TAB

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20909 HOLYOKE AVE
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SUBMITTAL

INITIAL	DATE	DESCRIPTION
AKB	02-24-26	REV A
AKB	03-16-26	REV 0
AKB	03-27-26	REV 1

STRUCTURAL ANALYSIS

DATE	DESCRIPTION
03-19-26	REPORT NO 261120

RFDS

DATE	12-11-25

PLOT DATE	03-27-26
SET TYPE	BID / CONSTRUCTION
SHEET TITLE	ELECTRICAL, FIBER & GROUNDING DETAILS
SHEET NUMBER	SHEET 5

PLAN NOTES:

1. PLANS DEPICTED ARE GENERAL GUIDELINES FOR TEMPORARY VEHICULAR TRAFFIC CONTROL PLANS (TCP) TO INCLUDE PEDESTRIAN AND WORKER SAFETY. CONTRACTOR IS REQUIRED TO HAVE PREPARED A SITE-SPECIFIC TCP FOR REVIEW AND APPROVAL BY THE HIGHWAY AUTHORITY HAVING JURISDICTION. IF REQUIRED, THE FIRM PREPARING THE TCP SHALL BE AUTHORIZED OR CERTIFIED BY THE AUTHORITY HAVING JURISDICTION.
2. EXTEND CHANNELIZATION DEVICES INTO SHOULDER WHERE APPLICABLE.
3. DISTANCES AS INDICATED IN TABLE 1 SHOULD BE INCREASED FOR CONDITIONS THAT WOULD AFFECT STOPPING. DISTANCE SUCH AS DOWNGRADES OR LIMITED SIGHT DISTANCES. DISTANCES CAN BE DECREASED FOR LOW-SPEED (RESIDENTIAL) AREAS WITH APPROVAL BY THE AUTHORITY HAVING JURISDICTION. NIGHT-TIME WORK IS PROHIBITED UNLESS IT IS REQUIRED AS A CONDITION OF APPROVAL BY THE HIGHWAY AND LOCAL AUTHORITY HAVING JURISDICTION.
4. SHOULDER TAPERS SHOULD BE 1/3 OF THE ON-STREET TAPER LENGTH.
5. MAINTAIN A MINIMUM LANE WIDTH OF 10'.

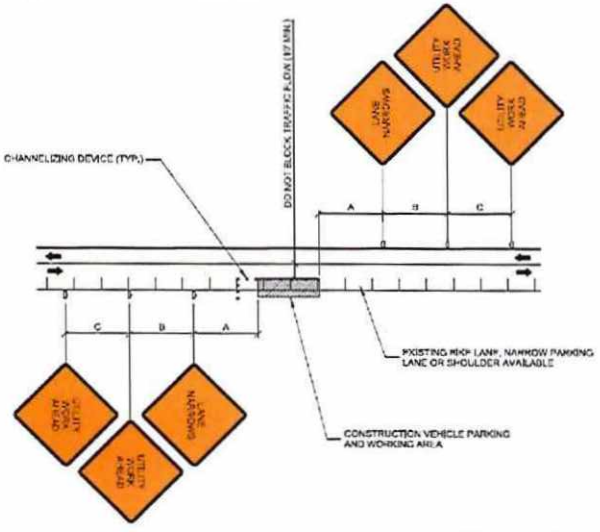
TABLE 1

POSTED SPEED (MPH)	DISTANCE BETWEEN SIGNS			TAPER	BUFFER
	A	B	C	L (SEE NOTE)	
15	100'-0"	100'-0"	100'-0"	45'-0"	100'-0"
20	100'-0"	100'-0"	100'-0"	80'-0"	115'-0"
25	100'-0"	100'-0"	100'-0"	125'-0"	155'-0"
30	200'-0"	200'-0"	200'-0"	180'-0"	200'-0"
35	200'-0"	200'-0"	200'-0"	245'-0"	250'-0"
40	350'-0"	350'-0"	350'-0"	320'-0"	305'-0"
45	350'-0"	350'-0"	350'-0"	540'-0"	360'-0"
50	500'-0"	500'-0"	500'-0"	600'-0"	425'-0"
55	500'-0"	500'-0"	500'-0"	660'-0"	495'-0"
60	500'-0"	500'-0"	500'-0"	720'-0"	570'-0"
65	500'-0"	500'-0"	500'-0"	780'-0"	645'-0"

NOTES:

1. DISTANCES IN FEET UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO VERIFY EXISTING SPEED LIMIT.
3. DISTANCES SHOWN ARE NOT VALID FOR LIMITED ACCESS HIGHWAYS. CONSULT STATE D.O.T MANUAL FOR DISTANCES.
4. ADJUST DISTANCES TO COMPLY WITH REQUIREMENT OF THE STATE OR LOCAL HIGHWAY AUTHORITY HAVING JURISDICTION. SEE NOTE 1/D-502.
5. TAPER LENGTHS SHOWN BASED ON 12'-0" LANE WIDTH. SEE NOTE 18/D-502.

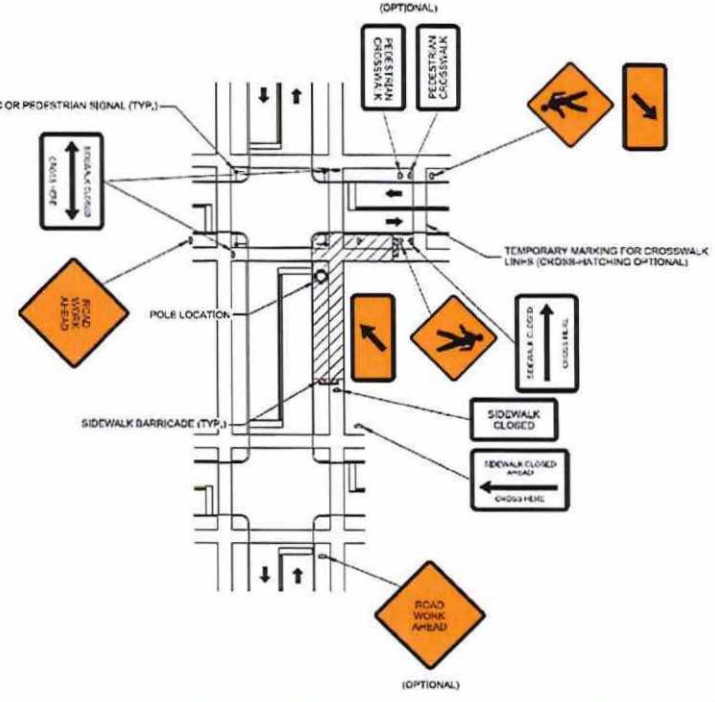
NOTE:
THIS SHEET IS PROVIDED FOR GENERAL INFORMATION ONLY. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL REQUIREMENTS WITH THE LOCAL JURISDICTION PRIOR TO LANE CLOSURE.



TRAFFIC CONTROL GENERAL NOTES

1. ALL TEMPORARY TRAFFIC CONTROL SIGNAGE, LAYOUTS AND PROCEDURES SHALL COMPLY WITH LOCAL JURISDICTIONAL REQUIREMENTS AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, WHICHEVER IS MORE STRINGENT.
2. PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN PLACE.
3. TRAFFIC CONTROL DEVICES FOR LANE CLOSURES INCLUDING SIGNS, CONES, BARRICADES, ETC. SHALL BE PLACED AS SHOWN ON PLANS. SIGNS SHALL NOT BE PLACED WITHOUT ACTUAL LANE CLOSURES AND SHALL BE IMMEDIATELY REMOVED UPON REMOVAL OF THE CLOSURES.
4. SELECTION, PLACEMENT, MAINTENANCE, AND PROTECTION OF TRAFFIC, PEDESTRIANS, AND WORKERS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) – PART VI "TEMPORARY TRAFFIC CONTROL", AND LOCAL JURISDICTIONAL REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS, AND SHALL BE APPROVED BY THE APPROPRIATE HIGHWAY AUTHORITY HAVING JURISDICTION.
5. ADVANCE WARNING SIGNS, DISTANCES, AND TAPER LENGTHS MAY BE EXTENDED TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY AND FOR ACTUAL TRAFFIC SPEEDS IF IN EXCESS OF POSTED SPEED LIMITS.
6. TAPERS SHALL BE LOCATED TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.
7. CONFLICTING OR NON-OPERATING SIGNAL INDICATIONS ON THE EXISTING TRAFFIC SIGNAL SYSTEMS SHALL BE BAGGED OR COVERED.
8. ALL EXISTING ROAD SIGNS, PAVEMENT MARKINGS AND/OR PLOWABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE NEW TRAFFIC CONTROL PLAN SHALL BE COVERED, REMOVED, OR RELOCATED. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO MATCH PRE-CONSTRUCTION CONDITION AFTER COMPLETION OF WORK.
9. CONTRACTOR SHALL CONTACT LOCAL AUTHORITY HAVING HIGHWAY JURISDICTION AND PROVIDE ADDITIONAL "FLAGMEN" OR POLICE SUPERVISION, IF REQUIRED.
10. ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY SHALL BE BACKFILLED AND PLACED ON A MINIMUM 6H:1V SLOPE PRIOR TO END OF EACH WORK DAY. OTHER EXCAVATED AREAS WITHIN THE CLEAR ZONE ARE TO BE EITHER BACKFILLED OR PRECAST CONCRETE CURB BARRIER CONSTRUCTION BARRIER SET TEMPORARILY IN PLACE TO SHIELD VEHICULAR AND PEDESTRIAN TRAFFIC.
11. WHERE DICTATED BY LOCAL CONDITIONS, THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN AND WORKER CROSSING LOCATIONS IN ACCORDANCE WITH ALL APPLICABLE CODES AND OSHA REQUIREMENTS.
12. CONSTRUCTION ZONE SPEED LIMIT IF REDUCED FROM POSTED LIMITS SHALL BE IN ACCORDANCE WITH MUTCD AND WILL BE DETERMINED BY THE AUTHORITY HAVING JURISDICTION.
13. THERE SHALL BE NO WORKERS, EQUIPMENT, OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD SPACE.
14. DRIVEWAYS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN SHALL BE PROVIDED WITH AT LEAST ONE W20-1 SIGN (ROAD WORK AHEAD) AS A MINIMUM.
15. CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION PROVIDED THEY COMPLY WITH MUTCD.
16. THE SPACING BETWEEN CONES, TUBULAR MARKERS, VERTICAL PANELS, DRUMS, AND BARRICADES SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO 1.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TAPER CHANNELIZATION, AND A DISTANCE IN FEET EQUAL TO 2.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TANGENT CHANNELIZATION.
17. WHEN CHANNELIZATION DEVICES HAVE THE POTENTIAL OF LEADING VEHICULAR TRAFFIC OUT OF THE INTENDED VEHICULAR TRAFFIC SPACE, THE CHANNELIZATION DEVICES SHOULD BE EXTENDED A DISTANCE IN FEET OF 2.0 TIMES THE SPEED LIMIT IN MPH BEYOND THE DOWNSTREAM END OF THE TRANSITION AREA.
18. TAPER LENGTHS ARE CALCULATED AS FOLLOWS: L= WS²/60 (40 MPH AND HIGHER) OR L2= WS (OVER 40 MPH), WHERE W= OFFSET WIDTH (FT), S= TRAFFIC SPEED (MPH).

PROVIDE PEDESTRIAN/WORKER SAFETY CONTROL DEVICES IF REQUIRED



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SIGNATURE:

NAME: Joshua Herzog

DATE: 03/27/2026

LICENSE NUMBER: 42392

HE #: 261120

PROJECT NO:	15205741
LOCATION CODE:	50000207764
CHECKED BY:	TAB

MIN LANNISTER SC6

20909 HOLYOKE AVE
LAKEVILLE, MN 55044

SUBMITTAL:

INITIAL:	DATE:	DESCRIPTION:
AKB	02-24-26	REV. A
AKB	03-16-26	REV. 0
AKB	03-27-26	REV. 1

STRUCTURAL ANALYSIS:

DATE:	DESCRIPTION:
03-16-26	REPORT NO. 261120

RFDS:

DATE:	12-11-25

PLOT DATE	03-27-26
SET TYPE	BID / CONSTRUCTION
SHEET TITLE	LANE CLOSURE INFO
SHEET NUMBER	SHEET 6

GENERAL CONDITIONS

00 0001 PERMITS
Construction Permit shall be acquired by or in the name of, Verizon Wireless, to be hereinafter referred to as the OWNER Other permits shall be acquired by the Contractor

00 0002 SURVEY FEES
Survey shall be furnished by the designer Layout Staking shall be coordinated with the Surveyor per "Request For Quote", (RFQ)

01 0010 INSURANCE & BONDS
Contractor is to furnish insurance certificates for themselves and subcontractors Contractor will provide any required Bonding Contractor agrees to warranty the project for (1) one year after completion

01 0400 SUPERVISION & COORDINATION
Contractor shall provide supervision throughout the Project, coordinating the work of the Subcontractors, and delivery & installation of Owner-furnished items Contractor s responsibilities include arranging & conducting of Underground Utilities Locates Contractor shall comply with municipal, county, state and/or federal codes, including OSHA.

01 0600 TESTING
Contractor is responsible for providing Agencies with sufficient notice to arrange for Test Samples (i.e Concrete Cylinders), and for Special Inspections

01 2000 MEETINGS
Contractor shall make themselves aware of, and attend meetings with the Owner and/or designer Contractor is to attend a Pre-Construction Meeting of all parties involved prior to the start of construction.

01 5100 TEMPORARY UTILITIES
Contractor shall maintain the job site in a clean and orderly fashion, providing temporary sanitary facilities, and waste disposal

01 5300 EQUIPMENT RENTAL
Contractor shall furnish equipment necessary to expedite work.

01 5900 FIELD OFFICES & SHEDS
Contractor shall provide security (fence area or trailer module) for tools and materials that remain overnight on site

01 7000 CLEAN UP & CLOSE OUT
Contractor shall clean up the Site to the satisfaction of Owner Contractor shall complete the items listed on the Owner s Punch List, and shall sign and return the List to the Owner Contractor shall maintain a set of drawings during the job, on which changes shall be noted in red ink. A full set of redlined drawings (As-Builts) are to be given to the designer at Job completion and submit "construction work complete memo" to Construction Engineer

01 8000 TRUCKS & MILEAGE
Contractor shall provide transportation for their own personnel

01 8300 TRAVEL TIME & PER DIEM
Contractor shall provide room and board for their own personnel, and reasonable time for traveling to & from job site.

01 9200 TAXES
Contractor shall pay sales and/or use tax on materials and taxable services

01 10000 WATER & SERVICE SPECIFICATIONS
Contractor to visually verify the actual depth of water mains and services prior to crossing via trenchless construction methods

SITEWORK

02 5000 PAVING & SURFACING
Existing bituminous and concrete surfaces damaged during the construction process must be returned to pre construction condition or better Coordinate with owner and designer

02 7800 POWER TO SITE
Contractor shall coordinate the electrical service to the RRU s with the Utility Provider Contractor to provide Raycap for VZW use

02 7900 TELCO TO SITE
Contractor shall provide 2" schedule 40 PVC conduit, (schedule 80 PVC under roads and drives) with large sweep elbows & pull string for TELCO service as noted on plans Cable to be fiber optic lines, source and provider T B D.

02 8500 IRRIGATION SYSTEMS
Contractor shall add to/re-route existing irrigation system as necessary for new construction. Contractor shall provide temporary irrigation of new seed or sod, to be maintained so it survives 1 year after planting

02 9000 LANDSCAPING
Contractor to restore turf areas damaged by construction to preconstruction condition or better
Contractor shall protect existing landscape elements that are not in the Scope of Work. Reasonable precautions shall be taken to assure the health of existing trees and shrubbery If conflicts arise regarding the location of root systems, branch lines, etc. the designer must be contacted prior to performing Work that may cause damage Damage resulting from disregard of this Article shall be compensated by the Responsible Party and at a cost to be determined by the Property Owner designer, and Owner Contractor shall furnish and install new seed or sod
Watering shall be as described in 02 8500.

CONCRETE

03 1000 CONCRETE FORM WORK
Concrete forms shall be dimension lumber, modular, or steel

METALS

05 0000 METALS
Contractor will furnish and install structural and fabricated steel items not specifically furnished by Owner, and install Owner-furnished items. Structural steel shall be fabricated and erected per AISC specifications. Welding shall conform to AWS standards Field welding shall be as shown on Shop Drawings, performed by AWS Certified Welders, and inspected as prescribed by the Structural Engineer Steel shall be ASTM A992 OR A36, and 3/4" field bolts shall be A325 Temporary erecting bolts, clip hangers, and bracing shall be furnished by Contractor Fabrications shall be shop welded if possible and galvanized before delivery to site Structural steel, and miscellaneous iron and steel, shall be hot dipped galvanized per ASTM A123 thickness grade 55. Fabricated iron and steel hardware shall be hot dipped galvanized per ASTM A153 Repair of damaged or uncoated galvanized surfaces shall be per ASTM A780

FINISHES

09 9000 PAINTING
Contractor shall provide materials and labor for all painting indicated in the construction documents and shall touch-up construction related scrapes & scratches with appropriate paint.
Contractor to obtain Lessor and designer approvals of all swatches prior to application of paint
* Contractor to paint non SC antennas, RRU s and related equipment RAL#8019 "GREY BROWN" See SHEET 3 for SC Wrap (if applicable)

SPECIAL CONSTRUCTION

13 1400 ANTENNA INSTALL
Contractor shall install Owner's antennas and feed lines during erecting Contractor shall test and certify feed lines per current VZW standards

13 3423 TRANSPORT AND SET ANTENNAS / EQUIPMENT
Contractor shall provide crane(s) and/or truck for transporting, setting antennas and related equipment on light pole.

13 3613 ANTENNA MOUNTS
Contractor to install antenna mounts per manufacturers specifications

13 RF SIGNAGE
The CC is to confirm with VZW CE on the proper color and height the RF signs are to be attached to the pole

13 5000 CONCEALMENT FILM
Contractor to furnish the antennas and equipment with Concealment Film as indicated in the drawings Concealment Film to be 3M "Envision Print Wrap Films 480mC" Concealment film to be mirror-like, solid-color or custom-pattern as indicated in the drawings Printing to be performed by a 3M MCS Certified graphics manufacturer Printed concealment film to be covered with 3M "Anti-Graffiti Wrap Matte Overlaminate 8590M" Concealment film to be installed on antennas and equipment to the extents indicated in the drawings and shall exclude heat-sink "fins", manufacturer's labels, ventilation holes and cable connections Installation of the overlaminated, printed concealment film onto antennas and equipment to be by a trained 3M "Preferred", "Endorsed" or "Certified" installer or graphic installation company For procuring the proper 3M concealment film with the desired color/pattern and to find local certified installers contact ConcealFab at (719) 599-3400 or sales@concealfab.com

** NOTE SOLID COLORS AS FOLLOWS IF USING SHERWIN WILLIAMS **

Solid color to be Sherwin Williams RAL#8019 "GREY BROWN"", for color conversion to RGB and Hex Values see
https://www.sherwin-williams.com/home-builders/color/tools/downloadable-color-palettes.

ELECTRIC

16 5000 LIGHTING AND ELECTRICAL
See SHEET 5 & SHEET 6 for details.

16 6000 GROUNDING
Contractor shall make themselves familiar with and follow the current GROUNDING STANDARDS of VERIZON WIRELESS Contractor shall perform work as shown on Grounding Plans. Any site-specific grounding issues not covered by the GROUNDING STANDARD are to be addressed by the Contractor to the Owner

SCOPE OF WORK

CONTRACTOR SHALL PROVIDE MATERIALS, LABOR TOOLS, TRANSPORTATION SUPERVISION, ETC. TO FULLY EXECUTE WORK WORK REQUIREMENTS ARE DETAILED ON THE DRAWINGS AND SPECIFICATIONS AND SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS

SITE PREPARATION
INSTALL ANTENNAS/RRU s
POWER/FIBER TO RRU's
SITE GROUNDING

EQUIPMENT

The Designer/EOR makes no warranty expressed or implied, on the structural adequacy for proprietary brackets, clips parts from a manufacturer

verizon
10801 Bush Lake Rd
Bloomington MN 55438
952 948 4694 voice

DESIGN1
9973 VALLEY VIEW RD
EDEN PRAIRIE MN 55344
(952) 903-0799
WWW.DESIGN1EP.COM

HERZOG ENGINEERING
1334 81" AVE NE
SPRING LAKE PARK, MN 55432
(612) 846-1234
WWW.HERZOGENGINEERING.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.

SIGNATURE:

NAME: Joshua Herzog

DATE: 03/27/2026

LICENSE NUMBER: 42702

HE # 261120

PROJECT NO	15205741
LOCATION CODE	50000207764
CHECKED BY	TAB

MIN LANNISTER SC6

20909 HOLYOKE AVE
LAKEVILLE MN 55044

SUBMITTAL

INITIAL	DATE	DESCRIPTION
AKB	02-24-26	REV A
AKB	03-16-26	REV 0
AKB	03-27-26	REV 1

STRUCTURAL ANALYSIS

DATE	DESCRIPTION
03-19-26	REPORT NO 261120

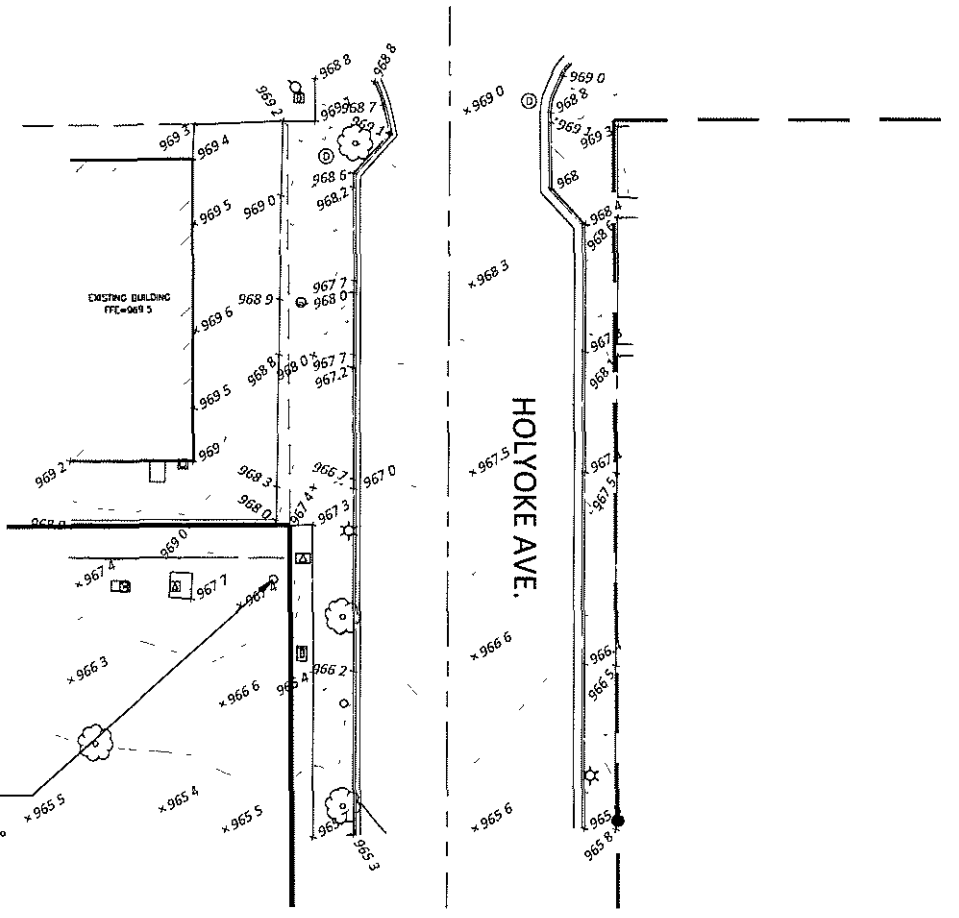
RFDS

DATE	12-11 25

PLOT DATE	03-27-26
SET TYPE	BID / CONSTRUCTION
SHEET TITLE	GENERAL NOTES
SHEET NUMBER	SHEET 7

LEGEND

- STORM MANHOLE
- STORM CATCH BASIN
- SANITARY MANHOLE
- GATE VALVE / HYDRANT
- SIGN
- GAS METER
- UTILITY POLE
- TRANSFORMER
- GUARD POST
- LIGHT
- GUY ANCHOR
- UNKNOWN MANHOLE
- ELECTRIC MANHOLE
- ELECTRIC METER
- TELEPHONE PEDESTAL
- CABLE TV BOX
- COMMUNICATIONS MANHOLE
- FLAG POLE
- HAND HOLE
- COMMUNICATIONS VAULT
- TRAFFIC LIGHT
- ST — STORM SEWER
- SS — SANITARY SEWER
- W — WATERMAIN
- UE — UNDERGROUND ELECTRIC
- UT — UNDERGROUND TELEPHONE
- UG — UNDERGROUND GAS
- OE — OVERHEAD ELECTRICAL WIRE
- FO — FIBER OPTIC
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- DECIDUOUS TREE
- CONIFEROUS TREE
- 902 — CONTOUR
- IRON FENCE



NORTH

0 30 60

SCALE IN FEET

Vertical Datum = *NAVD88.*

SURVEYOR NOTES:

1 Utilities are per observed evidence and per Gopher State One Call Locate Request Ticket Number *260080459 dated January 8 2026*

Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

DESIGN 1

VERIZON SMALL CELL SITES 2026

lannister Sc6

LAKEVILLE, MINNESOTA

TOPOGRAPHY SURVEY

Project Number	54287
Cad Name	54487 EXCON LANNISTER.dwg
Drawn By	JTW
Approved By	CDJ
Initial Issue Date	1/15/2026
Revision Date	2/13/2026

EXHIBIT "D"
TO
EASEMENT AGREEMENT

Grantee's Insurance Requirements

a. Worker's Compensation. The Grantee must maintain Workers' Compensation insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability coverage with limits of $1,000,000 Bodily Injury each accident, $1,000,000 Bodily Injury by disease, policy limit, and $1,000,000 Bodily Injury by disease, each employee, and waiver of subrogation to Grantor.

b. Commercial General Liability. The Grantee must maintain commercial general liability insurance on an ISO CGL form 0001 or equivalent with a limit of $5,000,000 per occurrence for bodily injury and property damage and $5,000,000 general aggregate, including Premises/Operation, broad form contractual liability, independent contractors, and products/completed operations.

c. Commercial Automobile Liability. The Grantee must carry Commercial Automobile Liability in the amount of $1,000,000 combined single limit each accident for bodily injury and property damage covering the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

d. Additional Insured - Certificate of Insurance. The Grantee shall provide, prior to the start of construction of the Communication Facility, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- or better), licensed, authorized, or permitted to do business in the State of Minnesota, which evidences all coverages required in this Paragraph. Grantee will include the Grantor as an Additional Insured as its interests may appear under the Lease on the Commercial General Liability and Commercial Automobile Liability Policies.

Date: 8/3/2026

Resolution Approving Water Crossing Licenses with the Minnesota Department of Natural Resources for Public Utilities within Glacier Creek 2nd Addition

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving Water Crossing License Numbers UWAT012371 and UWAT012372 with the Minnesota Department of Natural Resources for sanitary sewer and water main crossings within Glacier Creek 2nd Addition.

Overview

The Glacier Creek 2nd Addition development included the extension of sanitary sewer and water main across a Minnesota Department of Natural Resources (DNR) regulated public water (an unnamed stream) as part of the Glacier Way street extension. Because the crossing is within a DNR public water, a water crossing license is required from the DNR for each utility.

Construction of the Glacier Creek 2nd Addition development, including these utility crossings, has been completed. The utilities have been accepted by the City as meeting city standards and specifications, and ownership has been transferred to the City. The licenses for water (liquids pipeline) and sanitary sewer (solids in suspension pipeline) are required to formally authorize the existing crossings and each carry a 50-year term (at which time they can be renewed if both parties agree). The licenses include standard DNR conditions covering erosion control and revegetation, invasive species prevention, maintenance and repair notification, and indemnification from any claims from use of the crossing.

Approval of the licenses supports developer-installed public improvements constructed with the Glacier Creek 2nd Addition development. There is no direct cost to the City associated with execution of this license agreement.

Supporting Information

1. 2026.08.03 Resolution Approving Water Crossing Licenses
2. 2026.08.03 MNDNR Water Crossing License No. UWAT012371
3. 2026.08.03 MNDNR Water Crossing License No. UWAT012372

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

CITY OF LAKEVILLE

RESOLUTION NO. 26-

RESOLUTION APPROVING WATER CROSSING LICENSES WITH THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR PUBLIC UTILITIES WITHIN GLACIER CREEK 2ND ADDITION

WHEREAS, the City of Lakeville approved the final plat of Glacier Creek 2nd Addition development; and

WHEREAS, the Glacier Creek 2nd Addition development included the extension of sanitary sewer and water main across a Minnesota Department of Natural Resources regulated public water (an unnamed stream) as part of the Glacier Way street extension; and

WHEREAS, because the crossing is within a Minnesota Department of Natural Resources public water, a water crossing license is required from the Minnesota Department of Natural Resources for each utility; and

WHEREAS, construction of the Glacier Creek 2nd Addition development, including these utility crossings, has been completed, and the utilities have been accepted by the City as meeting City standards and specifications, with ownership transferred to the City; and

WHEREAS, the Minnesota Department of Natural Resources has issued License No. UWAT012371 for the water and License No. UWAT012372 for the sanitary sewer to formally authorize the existing crossings, each with a 50-year term, effective August 1, 2026, through July 31, 2076, renewable upon agreement of both parties; and

WHEREAS, the City Council has authority to authorize execution of such licenses on behalf of the City.

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

1. The Mayor and Deputy City Clerk are authorized and directed to execute Water Crossing License Nos. UWAT012371 and UWAT012372 with the Minnesota Department of Natural Resources on behalf of the City.
2. City staff is directed to submit the licenses to the Minnesota Department of Natural Resources.

ADOPTED by the Lakeville City Council this 3rd day of August 2026.

CITY OF LAKEVILLE

_____

Luke M. Hellier, Mayor

ATTEST:

_____

Taylor Snider, Deputy City Clerk

MINNESOTA DEPARTMENT
OF NATURAL RESOURCES

LICENSE NUMBER UWAT012371
COMPANY PROJECT NO: 2020-3378

LICENSE FOR UTILITY TO CROSS PUBLIC WATERS

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

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

License Fee: Two hundred ninety-three and NO/100 Dollars ($293.00)

Term (years): 50 Years

Effective Date: August 1, 2026

Expiration Date: July 31, 2076

Purpose of License: Construction, maintenance and operation of a liquids pipeline under water under the covenants and agreements of the Licensee to use the following described waters:

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

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

This license is granted subject to the following provisions:

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

2. **State's rights and reservations.** The use of these waters by the Licensee in constructing or maintaining the lines for which this license is granted shall be subject to the use, sale, or leasing for mineral or other legal

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

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

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

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

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

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

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

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

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

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

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

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

12. **Liability.** This license is permissive only. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents, or employees, officially or personally, on account of the granting of the license or on account of any damage to any person or property resulting from any act or omission of the Licensee or any of its agents, employees, or contractors relating to any license matter. This license shall not be

construed as estopping or limiting any legal claims or right of action of any person against the Licensee, its agents, employees, or contractors for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the Licensee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law. The Licensee shall indemnify and hold harmless the State from all claims arising out of the Licensee's use of the above described lands whether such claims are asserted by civil action or otherwise.

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

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

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

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

17. **Special provisions.** This license is subject to the SPECIAL PROVISIONS.
    A. **Unauthorized Installation**. This license is granted to address Licensee’s unauthorized liquids pipeline utility line crossings of Unnamed Stream.

ACCEPTED AND ACKNOWLEDGED

CITY OF LAKEVILLE
Licensee

By _____

Name _____

Title _____

Date _____

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By _____
Regional Manager
Lands and Minerals Division

Date _____

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

MINNESOTA DEPARTMENT
OF NATURAL RESOURCES

LICENSE NUMBER UWAT012372
COMPANY PROJECT NO: 2020-3378

LICENSE FOR UTILITY TO CROSS PUBLIC WATERS

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

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

License Fee: Two hundred ninety-three and NO/100 Dollars ($293.00)

Term (years): 50 Years

Effective Date: August 1, 2026

Expiration Date: July 31, 2076

Purpose of License: Construction, maintenance and operation of a solids in suspension pipeline under water under the covenants and agreements of the Licensee to use the following described waters:

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

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

This license is granted subject to the following provisions:

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

2. **State's rights and reservations.** The use of these waters by the Licensee in constructing or maintaining the lines for which this license is granted shall be subject to the use, sale, or leasing for mineral or other legal

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

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

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

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

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

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

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

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

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

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

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

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

12. **Liability.** This license is permissive only. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents, or employees, officially or personally, on account of the granting of the license or on account of any damage to any person or property resulting from any act or omission of the Licensee or any of its agents, employees, or contractors relating to any license matter. This license shall not be

construed as estopping or limiting any legal claims or right of action of any person against the Licensee, its agents, employees, or contractors for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the Licensee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law. The Licensee shall indemnify and hold harmless the State from all claims arising out of the Licensee's use of the above described lands whether such claims are asserted by civil action or otherwise.

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

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

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

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

17. **Special provisions.** This license is subject to the SPECIAL PROVISIONS.
    A. **Unauthorized Installation**. This license is granted to address Licensee’s unauthorized solids in suspension pipeline utility line crossings of Unnamed Stream.

ACCEPTED AND ACKNOWLEDGED

CITY OF LAKEVILLE
Licensee

By _____

Name _____

Title _____

Date _____

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By _____
Regional Manager
Lands and Minerals Division

Date _____

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

Date: 8/3/2026

Resolutions Awarding Construction Contract and Authorizing Funding for 2026 Collector Roadway Rehabilitation

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolutions 1) awarding the construction contract to McNamara Contracting, Inc.; and 2) authorizing funding and 2026 budget amendments and transfers for the 2026 Collector Roadway Rehabilitation, City Project 26-03.

Overview

The City's adopted 2026-2030 Capital Improvement Plan programs annual rehabilitation of collector roadways. The 2026 program includes a mill and overlay of Judicial Road between 205th Street and 185th Street (CSAH 60), along with minor storm sewer maintenance. The roadway has reached the age and condition where rehabilitation is recommended to extend its service life. If improvements are delayed and the pavement continues to deteriorate, full reconstruction would eventually be required at a substantially higher cost.

On Monday, July 27, 2026, the City received two bids for City Project 26-03, ranging from a low bid of $627,935.00 submitted by McNamara Contracting to a high bid of $675,070.00. The engineer's construction cost estimate was $800,272. The total estimated project cost is $750,633.67.

Judicial Road is a shared roadway between Lakeville and Credit River. Under the Joint Powers Agreement between the two cities, project costs for construction, engineering, and related items are shared, consistent with the funding sources detailed in the attached Project Financing summary.

Supporting Information

1. 2026.08.03 Resolution Awarding Construction Contract
2. 2026.08.03 Construction Contract Agreement
3. 2026.07.27 Bid Tabulation
4. 2026.08.03 Resolution Authorizing Funding
5. 2026.08.03 Project Financing Summary

Financial Impact: $750,633.67 **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Grace Ellis, Graduate Engineer

CITY OF LAKEVILLE
RESOLUTION NO. 26-

Resolution Awarding Construction Contract for 2026 Collector Roadway Rehabilitation City Project 26-03

WHEREAS, the City of Lakeville received sealed bids on Monday, July 27, 2026, at 10:30 a.m. for the rehabilitation of Judicial Road between 205th Street and 185th Street, City Project 26-03; and

WHEREAS, the lowest responsible bid was from McNamara Contracting, Inc.

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

Hereby awards the contract to the lowest responsible bidder that meets all the bid requirements, McNamara Contracting, Inc., with a bid in the amount of $627,935.00. The construction is proposed to be completed as specified in the contract documents.

ADOPTED by the Lakeville City Council on this 3rd day of August 2026.

_____
Luke M. Hellier, Mayor

_____
Taylor Snider, Deputy City Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Judicial Road Mill and Overlay, SAP 254-111-001, City Project No. 26-03.

ARTICLE 2 – THE PROJECT

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

Mill and overlay of Judicial Road (MSAS 172) from 205th Street W to 185th Street W.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Bolton & Menk, Inc.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before **October 15, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include the work as described in Section S-24 of the Division S Special Provisions.

B. The Work will be final completed on or before **October 31, 2026.**

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty);

1. The liquidated damages shall be in accordance with Table 1807-1 Schedule of Liquidated Damages for all stated completion dates, as well as any intermediate completion dates.
2. Failure to complete wear course paving and open the roadway to traffic consistent with completion dates outlined in the General Conditions.
3. Failure to provide temporary stabilization and appropriate erosion/sediment control.

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

ARTICLE 5 – CONTRACT PRICE

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

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

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) $ 627,935 .

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference idents identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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

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

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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

L. The Contract Documents shall not be construed as creating any contractual relationship between the Owner and any subcontractor.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7 , inclusive).
2. Performance bond (pages 38 to 39 , inclusive).
3. Payment bond (pages 38 to 39 , inclusive).
4. Other bonds.
    a. Maintenance bond (pages NA to NA inclusive).
5. General Conditions (pages 49 to 119 inclusive).
6. Supplementary Conditions (pages 121 to 133 inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 23 sheets with each sheet bearing the following general title: Judicial Road Mill and Overlay, dated 7-14-2026
9. Addenda (numbers NA to NA inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 1 , inclusive).
    b. Non-Collusion Affidavit
    c. Responsible Contractor Verification and Certification Form
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.

B. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.

1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10.06 *Indemnity*

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

10.07 *Other Provisions*

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

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

10.08 *Software License.*

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

10.09 *Patented devices, materials and processes.*

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

10.10 *Assignment.*

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

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

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

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

This Agreement will be effective on August 3, 2026 (which is the Effective Date of the Contract).

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

OWNER:	CONTRACTOR:
_____	McNamara Contracting Inc
By: _____	By: _____
Title: _____	Title: President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: Secretary
Address for giving notices:	Address for giving notices:
_____	16700 Chippendale Avenue
_____	Rosemount, MN 55068
_____	_____
	License No.: _____ *(where applicable)*

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

Contract Collector Roadway Rehabilitation - Bid Abstract

Report Date Bid Release Bid Opening

7/27/2026 7/17/2026 2026-07-27T15:30:00.000Z

					Engineer's Estimate		McNamara Contracting Inc		Bituminous Roadways, Inc.	
Line	Number	Description	Unit	Quantity	Price	Total	Price	Total	Price	Total
1	1	MOBILIZATION	LUMP SUM	1	$44,460.00	$44,460.00	$31,500.00	$31,500.00	$35,000.00	$35,000.00
2	2	REMOVE PIPE APRON	EACH	5	$350.00	$1,750.00	$600.00	$3,000.00	$700.00	$3,500.00
3	3	SAWING BITUMINOUS PAVEMENT	LIN FT	240	$4.00	$960.00	$1.00	$240.00	$2.25	$540.00
4	4	REMOVE PIPE CULVERTS	LIN FT	135	$25.00	$3,375.00	$15.00	$2,025.00	$21.00	$2,835.00
5	5	REMOVE BITUMINOUS PAVEMENT	SQ YD	110	$7.00	$770.00	$25.00	$2,750.00	$9.00	$990.00
6	6	REMOVE RIPRAP	CU YD	20	$50.00	$1,000.00	$50.00	$1,000.00	$70.00	$1,400.00
7	7	EXCAVATION - COMMON	CU YD	5	$30.00	$150.00	$250.00	$1,250.00	$160.00	$800.00
8	8	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	30	$150.00	$4,500.00	$125.00	$3,750.00	$190.00	$5,700.00
9	9	AGGREGATE SURFACING CLASS 2	TON	260	$55.00	$14,300.00	$70.00	$18,200.00	$50.00	$13,000.00
10	10	BITUMINOUS PATCH SPECIAL	SQ YD	110	$45.00	$4,950.00	$125.00	$13,750.00	$165.00	$18,150.00
11	11	REMOVE AND PATCH BITUMINOUS PAVEMENT	SQ YD	1,470	$30.00	$44,100.00	$30.00	$44,100.00	$17.00	$24,990.00
12	12	MILL BITUMINOUS SURFACE (2.0")	SQ YD	29,130	$3.00	$87,390.00	$2.00	$58,260.00	$2.50	$72,825.00
13	13	BITUMINOUS UNDERSEAL	SQ YD	29,170	$2.50	$72,925.00	$2.40	$70,008.00	$2.65	$77,300.50
14	14	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	3,690	$95.00	$350,550.00	$82.00	$302,580.00	$93.50	$345,015.00
15	15	18" RC PIPE APRON	EACH	2	$1,600.00	$3,200.00	$2,000.00	$4,000.00	$3,000.00	$6,000.00
16	16	24" RC PIPE APRON	EACH	2	$2,400.00	$4,800.00	$2,600.00	$5,200.00	$3,500.00	$7,000.00
17	17	30" RC PIPE APRON W/ HEADWALL AND SHEET PILING	EACH	1	$5,500.00	$5,500.00	$7,000.00	$7,000.00	$7,200.00	$7,200.00
18	18	18" RC PIPE CULVERT DESIGN 3006 CLASS V	LIN FT	65	$100.00	$6,500.00	$130.00	$8,450.00	$115.00	$7,475.00
19	19	24" RC PIPE CULVERT DESIGN 3006 CLASS III	LIN FT	61	$150.00	$9,150.00	$145.00	$8,845.00	$155.00	$9,455.00
20	20	CONNECT TO EXISTING STORM SEWER	EACH	1	$1,500.00	$1,500.00	$1,700.00	$1,700.00	$1,750.00	$1,750.00
21	21	RANDOM RIPRAP CLASS III	CU YD	35	$140.00	$4,900.00	$130.00	$4,550.00	$150.00	$5,250.00
22	22	TRAFFIC CONTROL	LUMP SUM	1	$14,820.00	$14,820.00	$10,500.00	$10,500.00	$5,000.00	$5,000.00
23	23	STORM DRAIN INLET PROTECTION	EACH	4	$220.00	$880.00	$200.00	$800.00	$250.00	$1,000.00
24	24	COMMON TOPSOIL BORROW	CU YD	50	$40.00	$2,000.00	$80.00	$4,000.00	$80.00	$4,000.00
25	25	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED SOUTHERN SHORTGRASS ROADSIDE	SQ YD	260	$5.00	$1,300.00	$15.00	$3,900.00	$15.00	$3,900.00
26	26	4" SOLID LINE MULTI-COMPONENT	LIN FT	20,870	$3.00	$62,610.00	$0.40	$8,348.00	$0.35	$7,304.50
27	27	24" SOLID LINE MULTI-COMPONENT	LIN FT	24	$18.00	$432.00	$21.00	$504.00	$20.00	$480.00
28	28	4" DOUBLE SOLID LINE MULTI-COMPONENT	LIN FT	10,300	$5.00	$51,500.00	$0.75	$7,725.00	$0.70	$7,210.00
						$800,272.00		$627,935.00		$675,070.00

CITY OF LAKEVILLE
RESOLUTION NO. 26-

Resolution Authorizing Funding and 2026 Budget Amendments and Transfers
2026 Collector Roadway Rehabilitation, City Project 26-03

WHEREAS, 2026 Collector Roadway Rehabilitation, City Project 26-03, is programmed in the adopted Lakeville 5-year Capital Improvement Plan (2026-2030).

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

The estimated total project cost is $750,634 and anticipated funding sources are listed below. City staff is hereby authorized to amend the 2026 budget (if needed as the project is completed) and make the appropriate transfers between funds with respect to the project funding sources up to 10% above the estimated costs. Funding transfers may include loans between funds to cover engineering and other costs incurred on the project in advance of receiving other funding.

Funding Source	**Amount**
Property Tax Levy (Bonds)	$ 395,104
Credit River	355,529
	$ 750,634

ADOPTED by the Lakeville City Council on this 3rd day of August 2026.

_____
Luke M. Hellier, Mayor

_____
Taylor Snider, Deputy City Clerk

Project Financing

Funding for the project was programmed in the adopted Lakeville 5-year Capital Improvement Plan (2026-2030). The following is a breakdown of the anticipated costs.

- Project Costs: Total

Cost Type	Amount
Construction Contract *(McNamara Contracting)*	$ 627,935
Engineering/Design/Survey Costs	$ 49,861
Bonding Costs	$ 39,575
Contingency	$ 31,397
Other Costs	$ 1,866
	$ 750,634

- Project Costs: Financing

Funding Source	Amount
Property Tax Levy (Bonds)	$ 395,104
Credit River	$ 355,529
	$ 750,634

Date: 8/3/2026

Approval of Trail Improvement Change Order 3 for 26-01 Miscellaneous Project

Proposed Action
Staff recommends adoption of the following motion: Move to approve change order #3 in the amount of $29,577 for the 2026 Miscellaneous Improvements Project, City Project 26-01.

Overview
On April 6, 2026 the City Council awarded a construction contract for the 2026 Miscellaneous Improvements Project. Included in the project were ADA upgrades, utility work, trail work, street mill & overlays amongst other needed improvements. The section of trail encompassed by change order 3 was not a part of the original project but lies in close proximity to a part of the as-bid utility work, ADA upgrades and street bituminous patching. The trails in Brackett's Crossing part were planned to be reconstructed after the playground updates were completed this year. Staff negotiated pricing with the contractor as they will be in the immediate area for other work and this trail work can then be completed as part of the Miscellaneous Project more economically than having it completed as a separate project. Staff reviewed the pricing and find all acceptable. The 2026 Park and Trail Improvement Fund dollars will be used to fund this additional work.

The change order in the total amount of $29,577 would be the last item to be completed in the Brackets Crossing Park Reconstruction. Staff recommends approval of the change order 3.

Supporting Information
1. 26-01 CHANGE ORDER 3
2. CO 3 Location Map

Financial Impact: $29,577 **Budgeted:** Yes **Source:** Park & Trail Improvement Fund
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Steve Ferraro, Public Works Coordinator

CITY OF LAKEVILLE
CHANGE ORDER

CHANGE ORDER NO. 3	
DATE 7/28/2026	SHEET Page **1** of **1**
PROJECT NO. 26-01	
PROJECT NO. 26-01	
PROJECT NO. 26-01	

CONTRACTOR McNamara Contracting Inc	PROJECT NAME 2026 214th Street Reconstruction Project
CONTRACTOR McNamara Contracting Inc	PROJECT NAME 2026 Miscellaneous Project
CONTRACTOR McNamara Contracting Inc	PROJECT NAME 2026 Trail Gaps Project
ADDRESS 16700 Chippendale Ave Rosemount , MN 55068	TYPE OF WORK Change Order 3
ORIGINAL CONTRACT AMOUNT $3,799,247.90	REVISED CONTRACT AMOUNT $3,828,824.90

Spec. No.	Item No.	Item of Work	Unit	Original ± Previous Change Quantity	Quantity ±	Unit Price	Increase Amount	Decrease Amount
354	354	PREP FOR RELOCATION OF TRAIL	SF	0	375.00	$5.00	$1,875.00	0.00
356	356	SITE RESTORATION (AROUND TRAIL ONLY)	SY	0	111.00	$32.00	$3,552.00	0.00
2021.501	352	MOBILIZATION	LS	0	1.00	$6,000.00	$6,000.00	0.00
2104.504	353	REMOVE BITUMINOUS PAVEMENT	SY	0	150.00	$30.00	$4,500.00	0.00
2360.504	355	TYPE SP 9.5 WEAR CRS MIX (2,B) 3.0" THICK	SF	0	1,365.00	$10.00	$13,650.00	0.00
						Totals	$29,577.00	$0.00

Net **Increase** or Decrease: $29,577.00

Due to this change, the contract time:

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

► **b: is not changed.**

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

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

This change order is for removing, relocating, replacing, and restoring the bituminous trail at Brackets Crossing Park.

CONTRACTOR SIGNATURE Lucas Henry	DATE 7.29.26
MAYOR SIGNATURE	DATE
CITY CLERK SIGNATURE	DATE
CONSTRUCTION REPRESENTATIVE SIGNATURE Jake Johnson	DATE 7/28/2026

Brackets Crossing Park Trails Location Map CO#3 26-01

Date: 8/3/2026

Temporary on-sale liquor license to Dakota Curling Club

Proposed Action
Staff recommends adoption of the following motion: Move to approve the issuance of a temporary on-sale liquor license to the Dakota Curling Club.

Overview
The Dakota Curling Club would like to serve alcohol under the tent at the Pirate Spiel event on September 25, 26, and 27, 2026. The event will be outside the curling facility's doors; the serving area will be in a designated area underneath a tent. Staff will provide security and wristbands to those of legal age to consume alcohol, and they will monitor the entrances to assure that alcohol is not taken out of the designated area.

Supporting Information
None

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Sense of Community and Belonging
Report Completed by: Taylor Snider, Deputy City Clerk

Date: 8/3/2026

Haven at Lake Marion Final Plat

Proposed Action
Staff recommends adoption of the following motion: Move to approve a resolution approving the Haven at Lake Marion final plat.

Overview
Progressive, LLC has submitted a final plat application for 11 detached townhome lots and 40 twinhome lots and three outlots on 21.3 acres of land located at the southwest corner of Kenwood Trail (CSAH 50) and Ipava Avenue. The Haven at Lake Marion preliminary plat of 11 detached townhome lots and 40 twinhome lots was approved by the City Council on May 4, 2026; the final plat is consistent with the approved preliminary plat. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

Supporting Information
1. Final plat resolution
2. Signed Development Contract
3. July 6, 2026 Planning & Engineering report

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Home for All Ages and Stages of Life
Report Completed by: Kris Jenson, Planning Manager

(Reserved for Dakota County Recording Information)

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 26-_____

RESOLUTION APPROVING THE FINAL PLAT OF HAVEN AT LAKE MARION

WHEREAS, the owner of the property described as **HAVEN AT LAKE MARION** has requested final plat approval; and

WHEREAS, the preliminary plat was reviewed by the Planning Commission and the Parks, Recreation and Natural Resources Committee and approved by the City Council; and

WHEREAS, the final plat is consistent with the preliminary plat; and

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. **HAVEN AT LAKE MARION** final plat is approved subject to the development contract and security requirements and recording the agreement simultaneously with the plat.

2. The Mayor and City Clerk are hereby authorized to execute the development contract, final play mylars, and all other documents required pursuant to the development contract.

3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 3rd day of August 2026.

CITY OF LAKEVILLE

_____
Luke M. Hellier, Mayor

ATTEST:

_____
Taylor Snider, Deputy 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 **3rd** day of **August 2026** as shown by the minutes of said meeting in my possession.

_____
Taylor Snider
Deputy City Clerk

(SEAL)

Drafted By:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

HAVEN AT LAKE MARION

CONTRACT dated _____, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **PROGRESSIVE LLC**, a Minnesota limited liability company (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for ***HAVEN AT LAKE MARION*** (referred to in this Contract as the "plat"). The land is situated in the County of Dakota, State of Minnesota, and is legally described as:

> Outlot C, Warweg Addition, Dakota County, Minnesota and Outlot D, Warweg Addition, Dakota County, Minnesota, according to the recorded plat thereof
>
> Together with vacated Italy and vacated Nicollet Avenue accruing to the above described property.
>
> [To be platted as Haven At Lake Marion, Dakota County, Minnesota.]

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

Plan A - Plat

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

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

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

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Streets

E. Concrete Curb and Gutter

F. Street Lights

G. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control

H. Underground Utilities

I. Setting of Iron Monuments

J. Surveying and Staking

K. Sidewalks and Trails

L. Retaining Walls

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

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

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

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

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

11. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2027, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

14. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional

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

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The permit requires that all erosion and sediment BMPS be clearly outlined in a site's SWPPP. Changes made throughout construction must be documented in the SWPPP.

Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer.

The MS4 Administration Fee has not been collected on the parent parcels and is required with the final plat, calculated as follows:

$511,709.86	x 2% Grading Costs	= $10,234.20
Grading Cost Haven at Lake Marion	2026 Rate	MS4 Administration Fee Haven at Lake Marion

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 before the City approves individual building permits (except three (3) model home permits on lots acceptable to the Building Official), 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 house pads, and all other items listed in City Code Section 10-3-5.NN. The City will withhold issuance of building permits 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 lots with house 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 building permits.

Before a building permit is issued, a cash escrow of $1,000.00 per lot shall be furnished to the City to guarantee compliance with the erosion control and grading requirements and the submittal of an as-built certificate of survey. Prior to the release of the required individual lot grading and erosion control security that is submitted with the building permit, an as-built certificate of survey for single family lots 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-built survey is not timely completed, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the grading, erosion control and as-built survey, the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City.

Haven at Lake Marion will disturb more than one acre of land. A National Pollutant Discharge Elimination System (NPDES) Construction Permit is required from the Minnesota Pollution Control Agency (MPCA). A copy of the Notice of Stormwater Permit Coverage must be submitted to the City.

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 AND AS-BUILT RECORD DRAWING PREPARATION.

The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be three percent (3%) of construction costs identified in the Summary of Security Requirements if using a letter of credit, assuming normal construction and project scheduling. The Developer shall pay for construction observation and as-built record drawing preparation performed by the City's in-house engineering staff or consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on hourly rates estimated to be five percent (5%) of the estimated construction cost. Construction as-built record drawing preparation shall include field surveying, preparation of as-built record drawings and updating the City's GIS database and will be billed on hourly rates estimated to be one half of a percent (0.5%) of the estimated construction cost.

19. STORM SEWER. The Developer shall construct three (3) publicly owned and maintained stormwater management basins to collect and treat runoff generated from the site. The basins will be located within Outlots A and B, which the Developer shall convey to the City by Warranty Deed with the

final plat. The stormwater management system shall be designed consistent with City requirements with the final plat.

The Developer shall construct public storm sewer systems to collect and convey runoff from public right-of-way and lots to the stormwater management basins within Outlots A and B.

Draintile construction is required in areas of non-granular soils for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the Developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

Storm Sewer Charge Summary		
Gross Area of Haven at Lake Marion		896,202.00 s.f.
Less Area of Outlot C (Future Development)	(-)	25,173.00 s.f.
Total Storm Sewer Charge Area (Single-Family)	=	871,029.00 s.f.

871,029.00 s.f.	x $0.178/s.f.	= $155,043.16
Net Area Haven at Lake Marion	2026 Unit Rate (Single-Family)	Storm Sewer Charge Haven at Lake Marion

The Storm Sewer Charge for Outlot C will be collected with subsequent phases of the Haven at Lake Marion 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. Haven at Lake Marion is located within subdistrict SC-113 of the South Creek sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

The Developer shall extend 8-inch public sanitary sewer through the site to serve the proposed lots. Wastewater from the development will be conveyed via existing downstream sanitary sewer infrastructure to the Empire Treatment Facility monitored by meter M649.

The Lateral Sanitary Sewer Charge for the sanitary sewer adjacent to the site must be paid by the Developer with the final plat, calculated as follows:

1,205.76 ft.	x $41.50/f.f.	= $50,039.04
Front Footage Haven at Lake Marion	Non-Residential Charge Per Front Foot	Lateral Sanitary Sewer Charge Haven at Lake Marion

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

51 units	x $327.00	= $16,677.00
Total Units Haven at Lake Marion	2026 Unit Rate	Sanitary Sewer Availability Charge Haven at Lake Marion

The Sanitary Sewer Availability Charge for Outlot C will be collected with subsequent phases of the Haven at Lake Marion 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. The Developer shall extend 8-inch public watermain through the site to provide water service to the subdivision. Watermain sizing and alignment are consistent with the City's Comprehensive Water System Plan.

The Lateral Watermain Access Charge for the watermain adjacent to the site must be paid by the Developer with the final plat, calculated as follows:

1,205.76 ft.	x $48.00/f.f.	= $57,876.48
Front Footage Haven at Lake Marion	Non-Residential Charge Per Front Foot	Lateral Watermain Charge Haven at Lake Marion

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction will be from Ipava Avenue and 201st Street. Access to the existing adjacent local roadways shall not be permitted for the construction.

23. SITE CONDITIONS AND EXISTING ENCROACHMENTS. The Haven at Lake Marion site consists of undeveloped land with existing wetlands and drainage features identified. Existing topography generally drains east to west toward the proposed stormwater management areas located within the site.

Existing public utilities are located within adjacent roadway rights-of-way and will be extended to serve the proposed development. The Developer shall coordinate removal and relocation of an existing shed and clothesline identified in the platted area with the development. The existing trail connecting Italy

Avenue and 199th Street will maintain pedestrian access between the two roadways. The site is adjacent to railroad owned and operated right-of-way. Access shall be maintained to existing properties along 201st Street and Italy Avenue throughout construction.

24. PARKS, TRAILS, AND SIDEWALKS. The City's Parks, Trails and Open Space Plan does not designate a park within Haven at Lake Marion.

The Developer shall construct five-foot wide public concrete sidewalks, with pedestrian curb ramps, along one side of Itasca Avenue and 201st Street, consistent with City Standards.

The Park Dedication requirement has not been collected on the parent parcels and will be satisfied through a cash contribution to be paid with the final plat, calculated as follows:

51 units	x $4,087.00	= $208,437.00
Total Units (Medium-Density) Haven at Lake Marion	2026 Unit Rate (Medium-Density)	Park Dedication Fee Haven at Lake Marion

The Developer shall satisfy the park dedication requirement for Outlot C with subsequent phases of the Haven at Lake Marion preliminary plat at the time it is final platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

25. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee in the amount of $4,250.00 for traffic control signs with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional $150.00 for each traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an additional $300.00 for each mobilization.

26. ENVIRONMENTAL RESOURCES EXPENSES. The Developer shall pay a cash fee for one-year of environmental resources management expenses with the final plat, calculated as follows:

51 units	x $64.00/unit	x $0.50	= $1,632.00
Total Units (Townhome) Haven at Lake Marion	2026 Rate	Utility Factor	Environmental Resources Fee Haven at Lake Marion

27. LANDSCAPING/BUFFER YARD SCREENING. Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a $101,073.00 landscaping

security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan. An as-planted landscape plan shall be submitted prior to any landscape inspection on site. All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed.

A certified as-built grading plan of required berms must be approved by the City prior to installation of buffer plantings.

28. TREE PRESERVATION. The Tree Preservation Plan submitted for the Haven at Lake Marion identifies 5,944 inches of significant trees located within the project boundaries. As a Residential District, the tree removal threshold is 40%, or 2,377.6 inches. Plans propose to remove 3,075 diameter inches, or 51.7%, which is above the threshold. Adjusting for the preservation of 91 inches of Heritage Trees onsite, tree removals above the threshold require 182.5 diameter inches of replacement planting, which is met on the proposed landscape plan. A total of 2,869 diameter inches of significant trees are identified to be preserved.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any preserved trees that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance.

29. FEMA FLOODPLAIN ANALYSIS. Haven at Lake Marion is generally shown on the Flood Insurance Rate Map (Map No. 27037C0192E) as Zone X by the Federal Emergency Management Agency (FEMA). There is land shown in undeveloped outlots that is shown as Zone AE. No grading or construction shall be permitted within the area designated as a Special Flood Hazard Area (SFHA) as determined by FEMA. The developer shall coordinate a FEMA CLOMR to determine future developability of Outlot C.

30. WETLAND MITIGATION. A wetland delineation was completed for the site by Midwest Natural Resources Inc. The wetland delineation was reviewed and approved 8/19/2025. Two wetlands were identified adjacent to the plat. No wetland impacts are proposed with the plat. All wetland and wetland buffers will be placed in city owned outlots with final plat. The Developer shall place Natural Area signs along Outlot B in 6 locations and post a security in the amount of $900.00 to ensure installation of the Natural Area signs. Final locations will be reviewed and approved by City staff prior to installation.

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

A. Implementation of the recommendations listed in the July 6, 2026, Planning Report, and July 6, 2026, Engineering Report.

B. Before the City signs the final plat, the Developer shall convey Outlots A and B to the City by warranty deed, free and clear of any and all encumbrances.

C. Itasca Lane shall be designated as a “No Parking” zone on the west side of the roadway through the platted area. The City shall ring a resolution forward in conjunction with the final plat for consideration by the City Council designating the “No Parking” zone.

D. The Developer shall construct a cul-de-sac at the existing northern terminus of Italy Avenue.

E. The townhome dwellings proposed for construction shall be reviewed for compliance with Zoning Ordinance requirements prior to issuance of building permits.

F. All common areas and boulevards must be irrigated.

G. The Developer shall establish a Homeowners Association in compliance with Section 11-57-17.B of the Zoning Ordinance to ensure that ownership and maintenance of private open spaces as well as exterior maintenance of the twinhome units is addressed. The Homeowners Association documents must be reviewed and approved by the City Attorney and proof of recording of the Homeowners Association documents must be provided prior to issuance of building permits for the site. The common area lots are as follows:

- Lot 17, Block 1; and
- Lot 36, Block 2

H. 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 $5,600.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: _fifty-six (56) 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.

I. 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 $5,040.00.

J. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The estimated amount of this security is $10,800.00 and consists of nine (9) post-top streetlights at $1,200.00 each.

K. 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.

32. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for $2,785,364.44. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer $270,826.42

B. Watermain	397,649.66
C. Storm Sewer/Draintile	577,473.84
D. Streets	634,260.80
E. Grading, Drainage, Erosion Control and Restoration	511,709.86
CONSTRUCTION SUB-TOTAL	**$2,391,920.58**

OTHER COSTS:

A. Developer's Design (3.0%)	$71,757.62
B. Developer's Construction Survey (2.5%)	59,798.01
C. City Legal Expenses (Est. 0.5%)	11,959.60
D. City Construction Observation (Est. 5.0%)	119,596.03
E. City Record Drawings (0.5%)	11,959.60
F. Natural Area Signs	900.00
G. Landscaping	101,073.00
H. Streetlights	10,800.00
I. Lot Corners/Iron Monuments	5,600.00
OTHER COSTS SUB-TOTAL	**$393,443.86**
TOTAL SECURITIES:	**$2,785,364.44**

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.

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

A. Park Dedication	$208,437.00
B. Sanitary Sewer Availability Charge	16,677.00
C. Lateral Sanitary Sewer Charge	50,039.04
D. Lateral Watermain Charge	57,876.48
E. Storm Sewer Charge	155,043.16
F. MS4 Administration Fee	10,234.20
G. Traffic Control Signs	4,250.00
H. Streetlight Operating Fee	2,168.52
I. Environmental Resources Expenses	1,632.00
J. Property Data and Asset/Infrastructure Management Fee	5,040.00
K. City Engineering Administration (3% for letters of credit)	71,757.62
TOTAL CASH REQUIREMENTS	**$583,155.02**

34. 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 streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by the City. The one year warranty period on streets shall commence after the final wear course has been installed and accepted 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.

35. 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.

36. 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.

37. 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 any building permits, except three (3) model homes on lots acceptable to the Building

Official. Approval of an administrative permit in compliance with Chapter 27 of the City's zoning ordinance is required prior to the construction of any model homes.

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.

38. 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: 21025 Edmonton Avenue, Farmington, MN 55024. 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.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Taylor Snider, Deputy 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 by Taylor Snider, the Mayor and Deputy City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

DEVELOPER:
PROGRESSIVE LLC

BY: _____
Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 28th day of July, 2026, by Jeremy T. LaBeau the President of **PROGRESSIVE LLC**, a Minnesota limited liability company, on behalf of said entity.

_____
NOTARY PUBLIC

STEVEN JOSEPH SAUBER
Notary Public-Minnesota
My Commission Expires Jan. 31, 2031

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

MORTGAGE HOLDER CONSENT
TO
DEVELOPMENT CONTRACT

21ST CENTURY BANK, a Minnesota banking corporation, which holds:

1. A Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement dated August 20, 2025, filed August 25, 2025, with the Office of the Registrar of Titles, Dakota County, Minnesota, as Document No. **T896330** between Progressive LLC, a Minnesota limited liability company, and 21st Century Bank, a Minnesota banking corporation, in the original principal amount of $800,000.00;

2. A Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement, dated May 7, 2026, filed May 8, 2026 with the Office of the Registrar of Titles, Dakota County, Minnesota, as Document No. **T904115** between Progressive LLC, a Minnesota limited liability company, and 21st Century Bank, a Minnesota banking corporation, in the original principal amount of $4,202,500.00;

the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgages.

Dated this 28th day of July, 2026.

21ST CENTURY BANK

By: _____
Phillip R. Hocking [print name]
Its Senior Vice President [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 28th day of July, 2026, by Phillip R. Hocking, the Senior Vice President of **21st Century Bank**, a Minnesota corporation, on behalf of said entity.

_____
NOTARY PUBLIC

STEVEN JOSEPH SAUBER
Notary Public-Minnesota
My Commission Expires Jan. 31, 2031

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

City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, Community Development Director
From: Kris Jenson, Planning Manager
Date: July 6, 2026
Subject: Haven at Lake Marion Final Plat

BACKGROUND

Progressive, LLC has submitted a final plat application and plans for Haven at Lake Marion, which proposes the development of 11 detached townhome and 40 twinhome lots on property located south of Kenwood Trail (CSAH 50) and west of Ipava Avenue. The final plat is consistent with the preliminary plat, which was approved by the City Council on May 4, 2026.

The final plat plans have been reviewed by the Engineering Division, Forestry, and Park and Recreation Department staff.

EXHIBITS

A. Aerial Photo Map
B. Final Plat
C. Approved Preliminary Plat

PLANNING ANALYSIS

Existing Conditions. Following approval of the preliminary plat, a grading permit was issued for the site to allow the Developer to clear the site and do preliminary grading of the site.

Zoning. In conjunction with the preliminary plat, a rezoning of portions of the property was approved from RS-3 and RM-1 to RST-2, in which detached townhomes and twinhomes are a permitted use.

TOWNHOME DEVELOPMENT STANDARDS

Lot Requirements. The following minimum requirements for twinhome building setbacks in the RST-2 District pertain to the Haven at Lake Marion final plat:

	Base Lot	Between Buildings	Front Yard (to ROW)	To Ipava Avenue
RST-2	10 feet	14 feet	20 feet (front), 25 feet (garage)	50 feet

The unit lots shown on the Haven at Lake Marion final plat have sufficient area to accommodate the townhome units.

Homeowners Association. Section 11-57-17.B of the Zoning Ordinance requires that a homeowner's association (HOA) be established to ensure that ownership and maintenance of private open spaces as well as exterior maintenance of the twinhome units is addressed. The HOA documents must be reviewed and approved by the City Attorney and proof of the recording of the HOA documents must be provided prior to building permits being issued for the site. The common area lots are as follows:

- Lot 17, Block 1
- Lot 36, Block 2

Shoreland. The plat area is within the Shoreland Overlay District of Lake Marion. A conditional use permit was approved with the preliminary plat for a planned shoreland development, which allows the detached townhome and twinhome development subject to minimum open space requirements and density tiering; the preliminary plat demonstrated compliance with these requirements.

Outlots. The final plat includes three outlots.

Outlot A is 1.31 acres and will be deeded to the City for stormwater management purposes.

Outlot B is 5.15 acres and will be deeded to the City for stormwater management purposes.

Outlot C is 0.58 acres and will be retained by the Developer for possible future development.

Streets & Right-of- Way. Haven at Lake Marion is adjacent to and will include the construction of the following streets. See the July 6, 2026 engineering report for more information.

Kenwood Trail (CSAH 50) is located north of the plat boundary and is classified as a minor arterial roadway in the City's Transportation Plan. No direct connection to Kenwood Trail is proposed with the final plat.

Ipava Avenue is a major collector street located west of the plat boundary. No connection to Ipava Avenue is proposed with the development.

Itasca Lane is a local residential street that will be extended south from it's current terminus to 201st Street. It will be a 32-foot-wide street within a 60 foot wide right of way and will include a sidewalk on one side of the street. Itasca Lane will be signed as "No Parking" on the west side of

the street through the development. A resolution will be brought forward in conjunction with the final plat for consideration by the City Council.

Italy Avenue is an existing local street for which a permanent cul de sac will be constructed within the required right of way that is being dedicated to the City.

Itasca Circle and 200th Street will be 32-foot-wide local streets constructed within a 60-foot-wide right of way, each ending in a permanent cul de sac.

Sidewalks/Trails. Five-foot-wide concrete sidewalks will be constructed on one side of Itasca Lane. There are no pedestrian trails to be constructed in conjunction with the Haven at Lake Marion plat.

Park Dedication. The Parks, Trails, and Open Space Plan does not identify the need for park land within the Haven at Lake Marion final plat area so the park dedication requirement will be satisfied via a cash contribution of $208,437. See the July 6 Engineering report for more information.

Tree Preservation Plan. In conjunction with the preliminary plat, a tree inventory and preservation plan was approved that indicated the removal of 51.7% of the significant inches on site. As a residential district, the removal threshold is 40%, so 182.5 diameter inches is required to be replanted on site, which is met by the plantings included on the landscape plan. Any preserved trees that are damaged or removed during construction will require replacement per the Tree Preservation Ordinance.

Landscaping. A revised landscape plan has been submitted to add screening in two locations on the site. The Developer must submit a security of $101,073 to guarantee landscaping of the final plat area. An as-planted landscape plan must be submitted to the City prior to any landscape inspections of the site.

Wetlands. A wetland delineation of the site was completed and approved on August 19, 2025. No wetland impacts are proposed and the preserved wetland will be placed in city-owned outlots with the final plat.

Grading and Erosion Control. The final plat includes grading, drainage and erosion control plans, which are discussed in more detail in the July 6, 2026 engineering report.

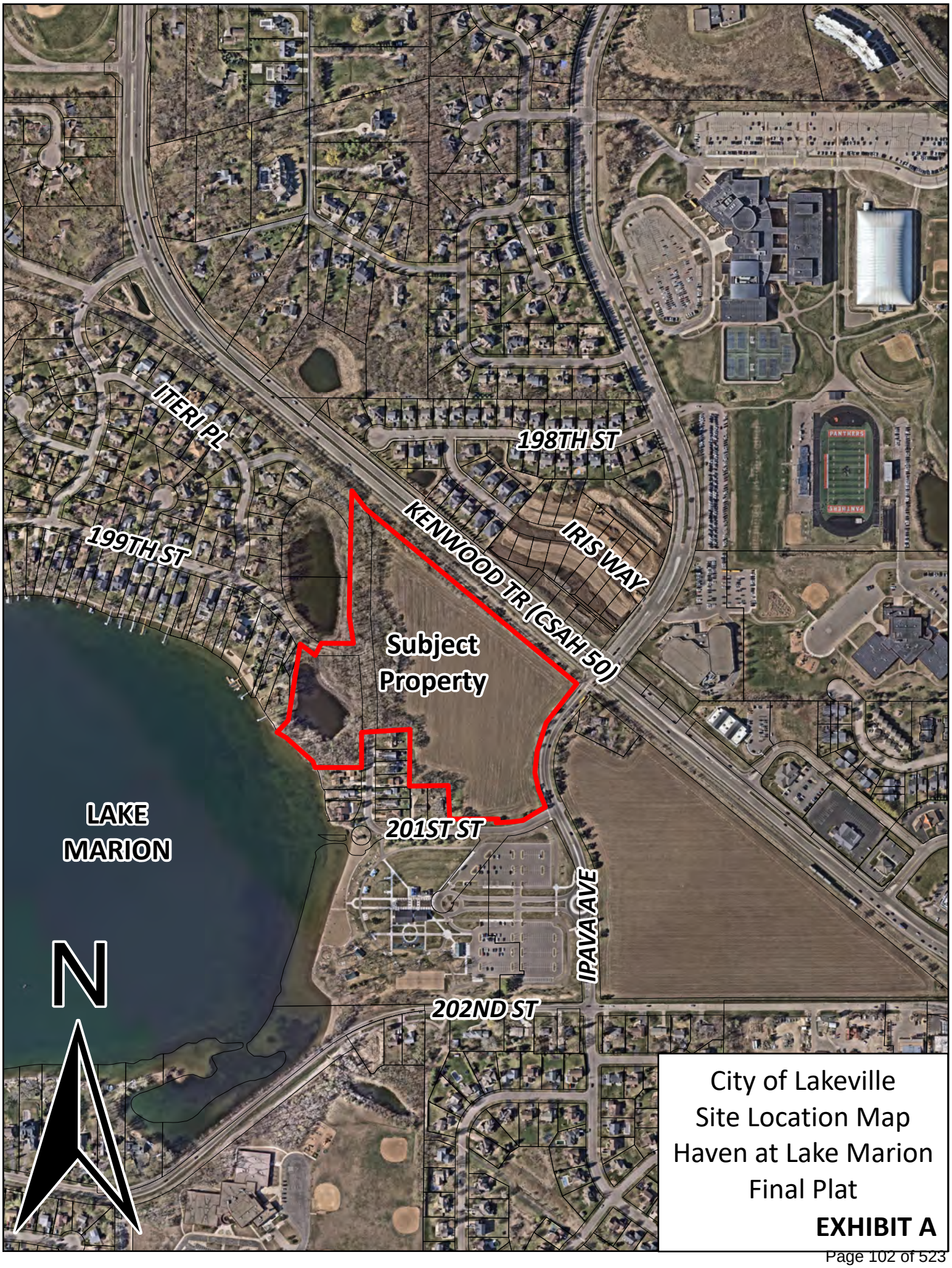
Signs. No subdivision identification monument signs are proposed. Any future proposed monument sign will require issuance of a sign permit in compliance with Zoning Ordinance requirements.

RECOMMENDATION

The Haven at Lake Marion final plat is consistent with the preliminary plat and. Community Development staff recommend approval of the final plat, subject to the following stipulations:

1. The site shall be developed in accordance with the final plat plans approved by the City Council.
2. The recommendations listed in the July 6, 2026 engineering report.
3. Outlots A and B shall be deeded to the City with the final plat.

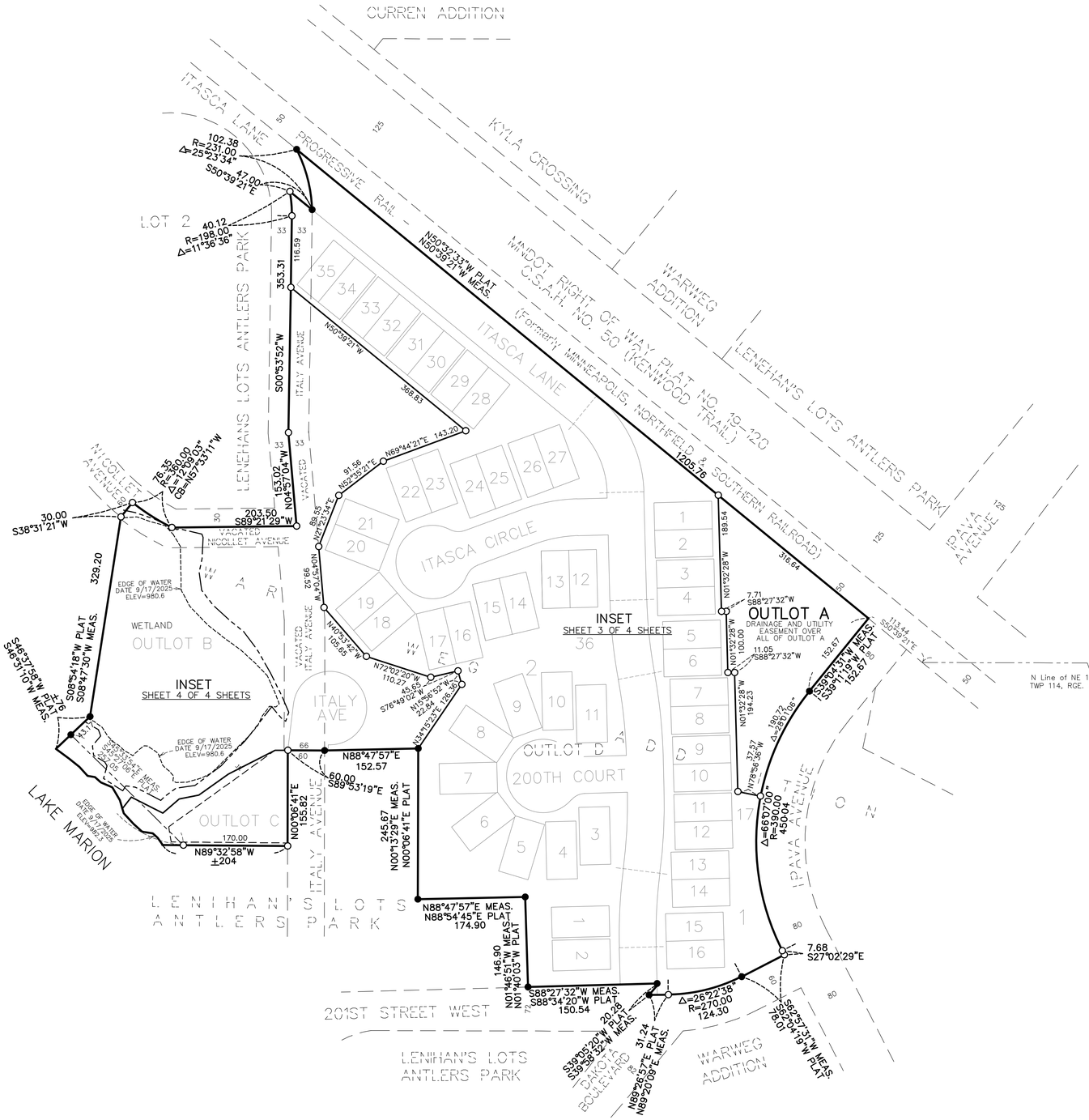
4. The Developer shall pay $208,437 in park dedication fees with the final plat.
5. An HOA must be established to ensure that ownership and maintenance of private open spaces as well as exterior maintenance of the twinhome is addressed. Prior to the issuance of building permits for the site, HOA documents must be submitted for review and approval by the City Attorney as well as proof that the HOA documents have been recorded. The common area lots are as follows:
    - Lot 17, Block 1
    - Lot 36, Block 2
6. The townhome dwellings proposed for construction shall be reviewed for compliance with Zoning Ordinance requirements prior to issuance of building permits.
7. A five-foot-wide concrete sidewalk shall be constructed on one side of Itasca Lane.
8. All common areas and boulevards must be irrigated.
9. Landscaping shall be installed consistent with the approved landscape plan. A security of $101,073 is required to be submitted with the final plat to guarantee installation of the landscaping.
10. An as-planted landscape plan must be submitted prior to landscape inspections of the site.



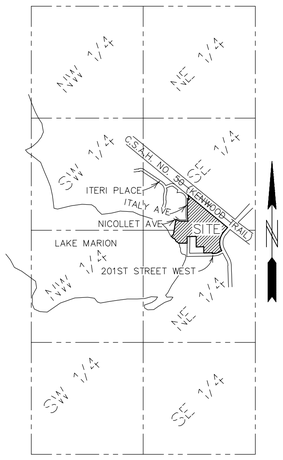
City of Lakeville
Site Location Map
Haven at Lake Marion
Final Plat

EXHIBIT A

HAVEN AT LAKE MARION



SECTION 19, TWP. 114, RGE. 20
DAKOTA, MINNESOTA



SECTION 30, TWP. 114, RGE. 20
DAKOTA, MINNESOTA
LOCATION MAP
NO SCALE

EXHIBIT B

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 SEC 30, TWP. 114, RGE. 20, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 89°49'40" EAST.

NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 42299.

◉ DENOTES FOUND CAST IRON MONUMENT

● DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.

○ DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299

(deed) DENOTES BEARING / DISTANCE FROM DEED.
(meas.) DENOTES MEASURED BEARING / DISTANCE

BENCHMARK: TOP NUT HYDRANT LOCATED 120' WEST OF INTERSECTION OF IPAVA AVE. AND 201ST STREET W. NORTH SIDE OF STREET. EL=994.26

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

HAVEN AT LAKE MARION

INSET

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 SEC 30, TWP. 114, RGE. 20, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 89°49'40" EAST.

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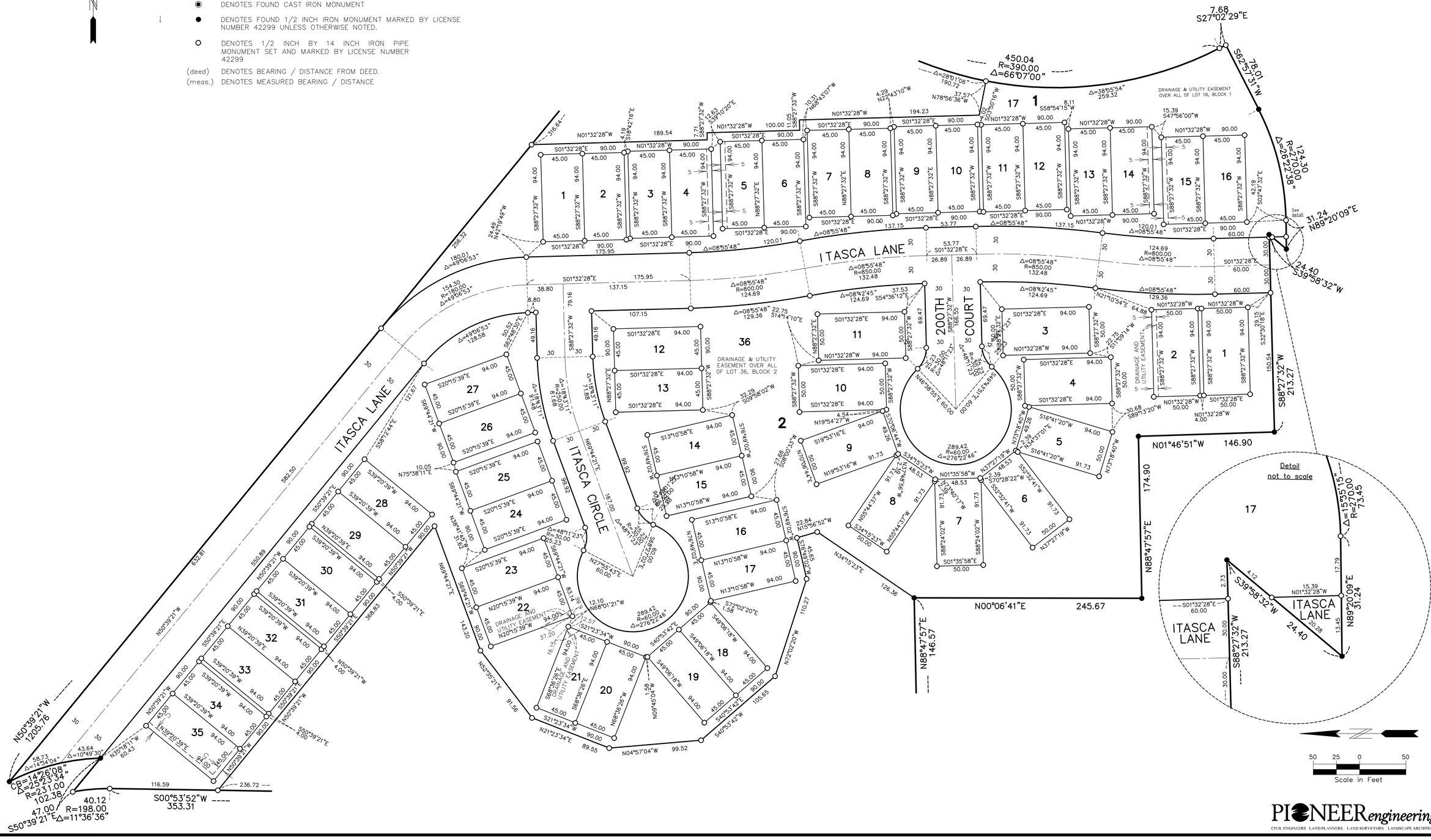

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

HAVEN AT LAKE MARION

INSET

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 SEC 30, TWP. 114, RGE. 20, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 89°49'40" EAST.

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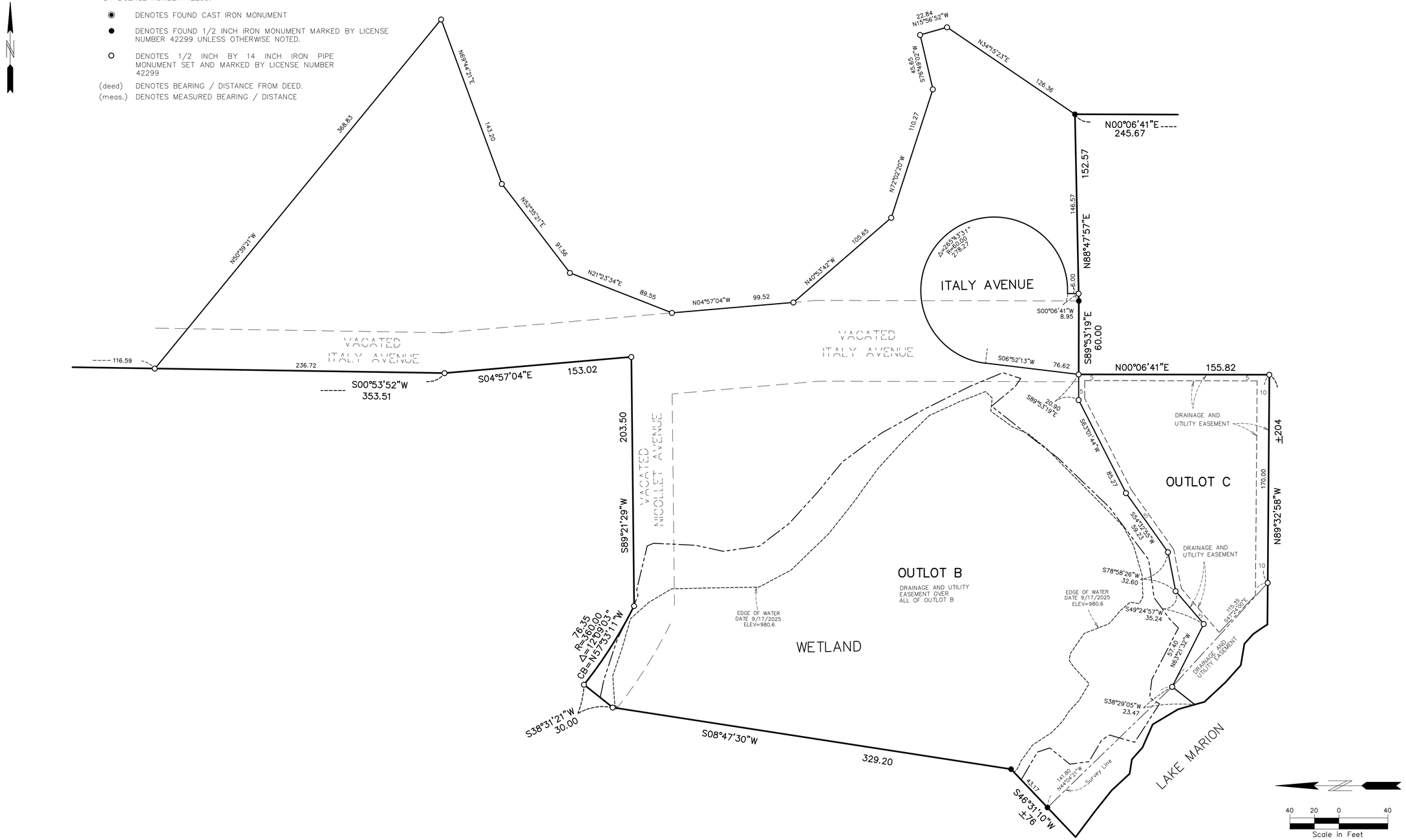
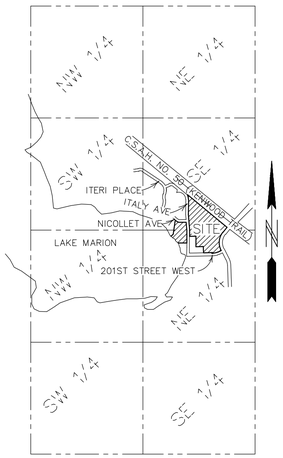


PIONEER engineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

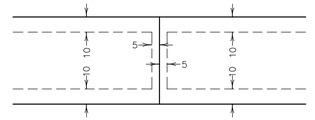
SECTION 19, TWP. 114, RGE. 20
DAKOTA, MINNESOTA



SECTION 30, TWP. 114, RGE. 20
DAKOTA, MINNESOTA
LOCATION MAP
NO SCALE

NUMBER OF OUTLOTS	3	
NUMBER OF LOTS	51	
NUMBER OF COMMON LOTS	2	
TOTAL OUTLOT AREA	7.0348	ACRES
TOTAL LOT AREA	5.0709	ACRES
TOTAL COMMON AREA	5.0797	ACRES
TOTAL PROPOSED RIGHT OF WAY AREA	3.3877	ACRES
TOTAL GROSS AREA	20.5731	ACRES

DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining street lines and rear lot lines unless otherwise indicated on the plat.

Property description for preliminary plat purposes only

Outlot C, WARWEG ADDITION, Dakota County, Minnesota. Torrens Property Certificate of Title No. 190026 and Outlot D, WARWEG ADDITION, Dakota County, Minnesota. TORRENS Property Certificate of Title No. 190027

And

Vacated Italy Avenue and vacated Nicollet Avenue.

Except that part of vacated Italy Avenue and vacated Nicollet Avenue laying northerly and westerly of the following described line and its extensions.

Commencing at the northeast corner of Outlot C, WARWEG ADDITION according to the recorded plat thereof, thence South 89 degrees 21 minutes 29 seconds West, assumed bearing along the north line of said Outlot C, 179.72 feet; thence northwesterly 90.05 feet along said north line, along a non-tangential curve concave to the northeast, radius 390.00 feet, central angle 13 degrees 13 minutes 46 seconds and chord bearing North 58 degrees 05 minutes 32 seconds West to the northwest corner of said Outlot C; thence North 38 degrees 31 minutes 21 seconds East, 30.00 feet to the centerline of said Nicollet Avenue to the point of beginning; thence southeasterly 76.35 feet along said centerline, along a non-tangential curve concave to the northeast, radius 360.00 feet, central angle 12 degrees 09 minutes 03 seconds and chord bearing South 57 degrees 33 minutes 11 seconds East; Thence North 89 degrees 21 minutes 29 seconds East, along said centerline, 203.50 feet to the centerline of said vacated Italy Avenue; Thence North 04 degrees 57 minutes 04 seconds West along last said centerline, 153.02 feet; Thence North 00 degrees 53 minutes 52 seconds East, along last said centerline, 216.29 feet; Thence North 89 degrees 06 minutes 08 seconds West, 33.00 feet to the westerly right-of-way of said of vacated Italy Avenue; Thence North 00 degrees 53 minutes 52 seconds East, along said westerly right-of-way line, 94.56 feet; thence South 89 degrees 06 minutes 08 Seconds East, 33.00 feet to the said centerline of said vacated Italy Avenue; thence North 00 degrees 53 minutes 52 seconds West, along said centerline of vacated Italy Avenue, 42.46 feet; Thence Northwesterly 40.12 feet along said centerline of said vacated Italy Avenue, along a tangental curve concave to the west, central angle 11 degrees 53 minutes 36 seconds, radius 198.00 feet to the southerly right of way of Itasca Lane.

EXHIBIT C

0 40 80 160
GRAPHIC SCALE IN FEET

00-SURV-124207-BASE.DWG

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor under the laws of the State of Minnesota
Name Peter J. Hawkinson
Reg. No. 42299 Date 11-14-2025

Revisions
1. 01-23-2026 City Comments
1. 03-06-2026 City Comments

Date 11-14-2025
Designed BNM/MBG
Drawn MBG

PRELIMINARY PLAT

PROGRESSIVE, LLC
21025 EDMONTON AVENUE
FARMINGTON, MINNESOTA 55024

HAVEN AT LAKE MARION
LAKEVILLE, MINNESOTA

3.01 OF 20

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City of Lakeville
Public Works – Engineering Division

Memorandum

To: Kris Jenson, Planning Manager

From: Jonathan Nelson, Assistant City Engineer
Mac Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director

Copy: Zach Johnson, City Engineer
Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Dave Mathews, Building Official

Date: July 6, 2026

Subject: Haven at Lake Marion

- Final Plat Review
- Grading and Erosion Control Plan Review
- Utility Plan Review
- Tree Preservation Review

BACKGROUND

Progressive, LLC has submitted a final plat named Haven at Lake Marion. The proposed subdivision is located south of and adjacent to Kenwood Trail (CSAH 50) and west of and adjacent to Ipava Avenue.

The parent parcels are identified as PID Nos. 2283400030 and 228340000030, currently zoned RST-2, RM-1, and RS-3, and are proposed to be rezoned to RST-2 as part of this development.

The final plat consists of fifty-one (51) townhome lots, two (2) common lots, and three (3) outlots on 20.64 acres.

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

- Outlot A: Stormwater management basin; to be deeded to the City (1.31 acres)
- Outlot B: Stormwater management basin; to be deeded to the City (5.15 acres)
- Outlot C: Future development; to be retained by the Developer (0.58 acres)

The proposed development will be completed by:

Developer: Progressive, LLC
Engineer/Surveyor: Pioneer Engineering

SITE CONDITIONS

The Haven at Lake Marion site consists of undeveloped land with existing wetlands and drainage features identified. Existing topography generally drains east to west toward the proposed stormwater management areas located within the site. Existing public utilities are located within adjacent roadway rights-of-way and will be extended to serve the proposed development. There is an existing shed and clothesline identified in the platted area that must be removed and relocated by the adjacent property owners in coordination with the development. The existing trail connecting Italy Avenue and 199th Street will maintain pedestrian access between the two roadways. The site is adjacent to railroad owned and operated right-of-way. Access shall be maintained to existing properties along 201st Street and Italy Avenue throughout construction.

EASEMENTS

There are no public easements with the city that are required to be vacated with the final plat. There is right-of-way that is to be vacated with the final plat. There is no existing or planned city-owned infrastructure within the vacated right-of-way area. Perimeter drainage and utility easements shall be provided with the final plat in accordance with city ordinance requirements.

STREET AND SUBDIVISION LAYOUT

Kenwood Trail (CSAH 50)
Haven at Lake Marion is located south of Kenwood Trail, a minor arterial roadway, as identified in the City's Transportation Plan. Kenwood Trail is currently constructed as a four-lane divided urban roadway with a center median. No direct connection is proposed from the development to Kenwood Trail.

Ipava Avenue
Haven at Lake Marion is located east of and adjacent to Ipava Avenue, a major collector roadway, as identified in the City's Transportation Plan. Ipava Avenue is currently constructed as a two-lane urban roadway.

Itasca Lane
Development of Haven at Lake Marion includes the construction of Itasca Lane, a local roadway. Itasca Lane is designed as a 32-foot-wide urban roadway with sidewalk facilities consistent with City standards. The Developer had dedicated the required right-of-way as shown on the final plat. Itasca Lane shall be signed as "No Parking" on the west side of the roadway throughout the platted area. A resolution shall be brought forward in conjunction with the final plat for consideration by City council.

Itasca Circle and 200th Court
Development includes the construction of Itasca Circle and 200th Court, both designed as local cul-de-sac roadways. These streets will be constructed to City standards within dedicated right-of-way and will provide access to adjacent residential lots.

Italy Avenue
Development includes the construction of a cul-de-sac at the existing northern terminus of Italy Avenue. These streets will be constructed to City standards within dedicated right-of-way and will provide access to adjacent residential lots.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from Ipava Avenue and 201st Street. Access to the existing adjacent local roadways shall not be permitted for the construction.

PARKS, TRAILS AND SIDEWALKS

The City's Parks, Trails and Open Space Plan does not designate a park within Haven at Lake Marion.

Development of Haven at Lake Marion includes the construction of public sidewalks. Five-foot wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of Itasca Avenue and 201st Street, consistent with City Standards.

The Park Dedication requirement has not been collected on the parent parcels and will be satisfied through a cash contribution to be paid with the final plat, calculated as follows:

51 units	x $4,087.00	= $208,437.00
Total Units (Medium-Density) Haven at Lake Marion	2026 Unit Rate (Medium-Density)	Park Dedication Fee Haven at Lake Marion

The Developer shall satisfy the park dedication requirement for Outlot C with subsequent phases of the Haven at Lake Marion preliminary plat at the time they are final platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

UTILITIES

SANITARY SEWER

Haven at Lake Marion is located within subdistrict SC-113 of the South Creek sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

Development includes the extension of 8-inch public sanitary sewer through the site to serve the proposed lots. Wastewater from the development will be conveyed via existing downstream sanitary sewer infrastructure to the Empire Treatment Facility monitored by meter M649.

The Lateral Sanitary Sewer Charge for the sanitary sewer adjacent to the site must be paid with the final plat, calculated as follows:

1,205.76 ft. Front Footage Haven at Lake Marion	x $41.50/f.f. Non-Residential Charge Per Front Foot	= $50,039.04 Lateral Sanitary Sewer Charge Haven at Lake Marion

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

51 units Total Units Haven at Lake Marion	x $327.00 2026 Unit Rate	= $16,667.00 Sanitary Sewer Availability Charge Haven at Lake Marion

The Sanitary Sewer Availability Charge for Outlot C will be collected with subsequent phases of the Haven at Lake Marion 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

Haven at Lake Marion includes the extension of 8-inch public watermain through the site to provide water service to the subdivision. Watermain sizing and alignment are consistent with the City's Comprehensive Water System Plan.

The Lateral Watermain Access Charge for the watermain adjacent to the site must be paid with the final plat, calculated as follows:

1,205.76 ft. Front Footage Haven at Lake Marion	x $48.00/f.f. Non-Residential Charge Per Front Foot	= $57,876.48 Lateral Watermain Charge Haven at Lake Marion

DRAINAGE AND GRADING

Haven at Lake Marion is located within subdistricts ML-105, ML-074 and ML-075 of the Lake Marion stormwater district as identified in the City's Water and Natural Resources Management Plan.

Development includes the construction of three (3) publicly owned and maintained stormwater management basins to collect and treat runoff generated from the site. The basins will be located within Outlots A and B, which will be deeded to the City with the final plat. The stormwater management system shall be designed consistent with City requirements with the final plat.

The final grading plan shall identify all fill lots where building footings will be placed on fill material. Grading specifications shall indicate that all embankments meet FHA/HUD 79G

requirements. Building permits will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

Haven at Lake Marion will disturb more than one acre of land. A National Pollutant Discharge Elimination System (NPDES) Construction Permit is required from the Minnesota Pollution Control Agency (MPCA). A copy of the Notice of Stormwater Permit Coverage must be submitted to the City.

STORM SEWER

Haven at Lake Marion includes the construction of public storm sewer systems to collect and convey runoff from public right-of-way and lots to the stormwater management basins within Outlots A and B.

Draintile construction is required in areas of non-granular soils for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

Storm Sewer Charge Summary		
Gross Area of Haven at Lake Marion		896,202.00 s.f.
Less Area of Outlot C (Future Development)	(-)	25,173.00 s.f.
Total Storm Sewer Charge Area (Single-Family)	=	871,029.00 s.f.

871,029.00 s.f. Net Area Haven at Lake Marion	x $0.178/s.f. 2026 Unit Rate (Single-Family)	= $155,043.16 Storm Sewer Charge Haven at Lake Marion

The Storm Sewer Charge for Outlot C will be collected with subsequent phases of the Haven at Lake Marion 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.

RESIDENTIAL BUFFER YARD REQUIREMENTS

Ipava Avenue is classified as a major collector roadway per the City's Transportation Plan. Buffer yards, including berming and/or plantings of a sufficient density to provide a visual screen and buffer a minimum of ten feet in height, shall be provided adjacent to this roadway consistent with the Zoning Ordinance. A certified as-built grading plan of required berms must be approved by the City prior to installation of buffer plantings.

FEMA FLOODPLAIN ANALYSIS

Haven at Lake Marion is generally shown on the Flood Insurance Rate Map (Map No. 27037C0192E) as Zone X by the Federal Emergency Management Agency (FEMA). There is land shown in undeveloped outlots that is shown as Zone AE. No grading or construction

shall be permitted within the area designated as a Special Flood Hazard Area (SFHA) as determined by FEMA. The developer shall coordinate a FEMA CLOMR to determine future developability of Outlot C.

WETLANDS

A wetland delineation was completed for the site by Midwest Natural Resources Inc. The wetland delineation was reviewed and approved 8/19/2025. Two wetlands were identified adjacent to the plat. No wetland impacts are proposed with the plat. All wetland and wetland buffers will be placed in city owned outlots with final plat. Natural Area signs will be place along Outlot B in 6 locations. Final locations will be reviewed and approved by City staff prior to installation.

TREE PRESERVATION

The Tree Preservation Plan submitted for the Haven at Lake Marion identifies 5,944 inches of significant trees located within the project boundaries. As a Residential District, the tree removal threshold is 40%, or 2,377.6 inches. Plans propose to remove 3,075 diameter inches, or 51.7%, which is above the threshold. Adjusting for the preservation of 91 inches of Heritage Trees onsite, tree removals above the threshold require 182.5 diameter inches of replacement planting, which is met on the proposed landscape plan. A total of 2,869 diameter inches of significant trees are identified to be preserved.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any preserved trees that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance.

EROSION CONTROL

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The permit requires that all erosion and sediment BMPS be clearly outlined in a site's SWPPP. Changes made throughout construction must be documented in the SWPPP.

Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the developer.

The MS4 Administration Fee has not been collected on the parent parcels and is required with the final plat, calculated as follows:

$511,709.86	x 2% Grading Costs	= $10,234.20
Grading Cost Haven at Lake Marion	2026 Rate	MS4 Administration Fee Haven at Lake Marion

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Haven at Lake Marion. Construction costs are based upon a cost estimate submitted by the Developer's engineer on May 20, 2026.

CONSTRUCTION COSTS	
Sanitary Sewer	$ 270,826.42
Watermain	397,649.66
Storm Sewer	577,473.84
Streets	634,260.80
Grading, Drainage, Erosion Control and Restoration	511,709.86
SUBTOTAL - CONSTRUCTION COSTS	$ 2,391,920.58

OTHER COSTS	
Developer's Design (3.0%)	$ 71,757.62
Developer's Construction Survey (2.5%)	59,798.01
City's Legal Expense (0.5%)	11,959.60
City Construction Observation (5.0%)	119,596.03
Record Drawing (0.5%)	11,959.60
Natural Area Signs (6)	900.00
Landscaping	101,073.00
Streetlights	10,800.00
Lot Corners/Iron Monuments	5,600.00
SUBTOTAL - OTHER COSTS	$ 393,443.86
TOTAL PROJECT SECURITY	**$ 2,785,364.44**

The street light security totals $10,800 which consists of nine (9) post-top streetlights at $1,200 each.

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is $100.00 per lot and outlot for a total of $5,600.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

A cash fee of $4,250.00 for traffic control signs shall be paid with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional $150.00 for each traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an addition $300.00 for each mobilization.

A cash fee for one-year of streetlight operating expenses shall be paid with the final plat and is calculated as follows:

51 units	x $42.52/unit	= $2,168.52
Total Units Haven at Lake Marion	2025 Rate	Streetlight Operating Fee Haven at Lake Marion

A cash fee for one-year of environmental resources management expenses shall be paid with the final plat and is calculated as follows:

51 units	x $64.00/unit	x $0.50	= $1,632.00
Total Units (Townhome) Haven at Lake Marion	2026 Rate	Utility Factor	Environmental Resources Fee Haven at Lake Marion

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:

56 lots/outlots	x $90.00/unit	= $5,040.00
Lots/Outlots Haven at Lake Marion	2026 Rate	Property Data & Asset/Infrastructure Mgmt. Fee Haven at Lake Marion

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

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or $71,757.62.

CASH REQUIREMENTS

Park Dedication	$ 208,437.00
Sanitary Sewer Availability Charge	16,667.00
Lateral Sanitary Sewer Charge	50,039.04
Lateral Watermain Charge	57,876.48
Storm Sewer Charge	155,043.16
MS4 Administration Fee	10,234.20
Traffic Control Signs	4,250.00
Streetlight Operating Fee	2,168.52
Environmental Resources Management Fee	1,632.00
Property Data and Asset/Infrastructure Management Fee	5,040.00
City Engineering Administration (3.00%)	71,757.62
TOTAL CASH REQUIREMENTS	**$ 583,145.02**

RECOMMENDATION

Engineering recommends approval of the Haven at Lake Marion final plat, grading and erosion control plan, and utility plan, subject to the requirements and stipulations within this report.

Date: 8/3/2026

Supplemental Agreement with Stantec for Professional Services for East Lake Habitat Phase II Restoration

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Stantec supplemental agreement for professional services for East Lake Habitat Phase II Restoration, City Project 25-58.

Overview

In October 2025, the City was awarded a Conservation Partners Legacy (CPL) Grant in the amount of $75,000 for East Lake Habitat Phase II Restoration, City Project 25-58, with a required City match of $7,500. CPL grants provide funding for projects that restore, enhance, and protect forests, wetlands, prairies, and habitat for fish, game and wildlife in Minnesota. The project will restore and enhance wildlife habitat along the East Lake shoreline and adjoining woodland by removing invasive woody vegetation, treating and controlling regrowth, and reestablishing native vegetation through seeding. The work also includes ongoing maintenance through 2028 to protect the investment already made in this area.

City staff solicited quotes from multiple qualified restoration contractors and held an onsite meeting for interested contractors. Three contractors attended the onsite meeting. Stantec's quote of $72,674.24 covers removal of approximately one acre of woody vegetation on the west slope of the north basin along with critical-cut maintenance in the woodland and shoreline areas restored under Phase I of this project.

Stantec's quote also includes optional bid alternate work (additional debris removal, prescribed burns, and expanded seeding) that would bring the total to $117,052.95 if the City chooses to include it. City staff recommends proceeding with the base scope at this time.

Supporting Information

1. East Lake Hab Ph2 Quote_Stantec

Financial Impact: $72,674.24 **Budgeted:** Yes **Source:** Utility Fund - Env. Resources and Minnesota Department of Natural Resources Conservation Partners Legacy Fund Grant
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities
Report Completed by: Ann Messerschmidt, Environmental Resources Specialist II

Stantec Consulting Services Inc.
777 Vandalia St
St. Paul, MN 55114

July 27, 2026

Attention: **Ann Messerschmidt**
Environmental Resource Specialist
City of Lakeville
20195 Holyoke Avenue, Lakeville, MN 55044
Direct # 952-985-4528 or 651-983-5583
Email: amesserschmidt@lakevillemn.gov

Reference: East Lake Phase II Habitat Restoration

Dear Ann,

Thank you for the opportunity to provide the City of Lakeville (City) a quote for restoration activities at East Lake Community Park. This quote is based on our current knowledge and experience working at this site and our conversations with the City for ongoing management.

The quote contains a Work Plan that includes project goals, current conditions, current threats, tasks, and schedules for he project during 2026, 2027 & 2028. Please reach out if you have questions or additional comments. If accepted, this quote would be included as a suppliment to the current engineering contract between Stantec and the City of Lakeville.

We appreciate the opportunity to work with City of Lakeville!

Sincerely,

Stantec Consulting Services Inc.

Peter Lechnir
Ecologist | Project Manager
Phone: 763-358-0122
peter.lechnir@stantec.com

Reference: **East Lake Phase II Habitat Restoration**

• STANTEC'S BACKGROUND & EXPERIENCE

Stantec is a publicly traded, multi-disciplined international firm with over 30,000 employees and over 250 offices in North America. Over 4,000 of these employees are environmental/natural resources staff. With more than 10 offices and over 200 natural resources staff in the upper Midwest, Stantec is a full-service natural resources firm offering inventory, management planning, restoration design and on-the-ground implementation (ecological restoration contracting) services. Stantec began as a corporation in the early 1950s. Additional information on Stantec can be found at www.stantec.com or provided upon request.

We have a resource pool of highly talented and skilled staff who have much to offer our public and private clients. We are a knowledge-based organization with employees who are passionate about their work. Stantec's diverse technical experience allows our multidisciplinary teams to address environmental challenges in today's ever evolving landscape.

Stantec provides ecological restoration contracting services in the Midwest out of offices in Minnesota, Wisconsin, Ohio, Kansas, Michigan, Indiana, and Illinois. Our restoration services team is supported by local botanists, wildlife biologists, wetland ecologists, archaeologists, soil scientists, water resources engineers, GIS technicians, and others. We focus on ecosystem restoration as a core business area because we believe in the importance of diverse, stable, and resilient natural areas.

Our ecosystem restoration team provides site assessment and restoration planning, invasive species mapping and control, GIS analysis and data management, native seed and plant installation, erosion and sediment control, site stewardship, and management techniques such as prescribed burning and herbicide application. We have the capacity to conduct restoration projects that range in size from small sites in neighborhood parks to projects as large as county-wide park system natural areas. Our restoration teams in the upper Midwest work closely with each other and share resources, which allows us to draw on staff and equipment from multiple locations in the region, applying best-fit skills/staff to projects.

Stantec also provides fully integrated design/build ecological restoration services. With water resource engineers, stream restoration design engineers, wetland scientists, restoration ecologists, landscape ecologists, wildlife biologists, archaeologists, public engagement specialists, and many other disciplines in our local offices, we have the ability to draw on staff in a wide variety of disciplines who regularly work together to complete design/build restoration projects.

As well, having the ability for our on-the-ground restoration contracting staff to work directly with our technical staff during design development results in solutions which are cost-effective and endure. Over the last 20 years, Stantec has become a leading full-service, natural resource planning, design, and management firm in the upper Midwest. We pride ourselves on doing work that is based on solid science that brings added value to our clients' projects.

Reference: **East Lake Phase II Habitat Restoration**

WORK PLAN

Current Conditions: East Lake Community Park is delineated into four Units: A, B, C, & D.

The Oak and North Shore Units are transitioning from a low diversity afforested condition to a higher diversity savanna condition. Likewise, management is shifting from high intensity cutting and killing to reciprocal reinforcing activities that mimic historic biomass controls by herbivores and fire to benefit soil carbon nitrogen ratios (C:N) in ways that favor native plant diversity. For example, prescribed fire was utilized in spring 2025 resulting in extensive charring of woody litter that will immobilize nitrogen and increase soil C:N ratios.

Specific threats include areas of closed canopy cover with existing labile species, e.g., box elder, hackberry, elm, and some large Siberian elms. These species contribute massive nitrogenous litter inputs. Areas of excessive dead down wood are leaking nutrients and hindering management in areas. Other threats include areas without native ground cover and a highly disturbed old rubbish dump.

Positive aspects associated with East Lake include a significant reduction in buckthorn and garlic mustard populations relative to before work started. Another positive is the support from the neighborhood.
2026 work begins with herbicide treatments and or critical cutting of woody invading species. The work then focuses on removal of undesirable woody species in unit B and potentially remove of some DDW in the other three units. Reduction in DDW will help with buckthorn control, which will include mowing and chemical treatments. All wood piles are burned in winter with snow on the ground, unless otherwise approved.

Task Synopsis

- Herbicide/critical cut buckthorn and other undesirable species in summer and fall 2026.
  - Buckthorn is focus, but treat other undesirable spp., e.g., poison ivy, burdock, thistles, etc.
- Clear Unit B
  - Identify save trees and shrubs.
  - Cut all stems <1” above ground level or stump grind.
  - Treat stems with herbicide.
  - Stack brush in piles and burn.
- Excessive DDW areas are cut and stacked into winter burn piles, winter 2026-winter 2027.
  - Target extensive DDW areas, e.g., northern perimeter, dump, recent down falls.
  - Tops burned and large logs removed from site.
- Burn Piles when 2” of continuous snow covers the ground or during permit approved wet periods.
  - Task includes securing appropriate permits, ignition, and extinguishing fire at dusk or monitoring overnight.
  - Pile locations are determined by lessoned impact to standing trees, fire spreading risk, public safety, etc.
  - Crews feed piles additional wood as fires burn.
- Reduce (cut and stack) canopy competition by removing low quality trees.
  - Identify large trees to cut prior to task.
  - Trees may include box elder, Siberian elm, hackberry, mulberry, etc., between 18” – 24” dbh.
  - Or identify medium size trees, same species, between 8” – 12” dbh.

  - Treat stems, buck into winter burn piles.
- Reduce (cut and girdle) canopy competition by removing low quality trees.
  - Trees may include box elder, Siberian elm, hackberry, mulberry, etc., between 10” – 24” dbh.
  - Double cut and herbicide treat.
  - One staff for a day to girdle and treat agreed upon trees
- Prep spray Unit B with approval herbicide mixture.
- Seed Unit B following woody removal.
  - Seed will be broadcast, packed with a roller for seed-to-soil contact and covered with straw with tackifer to mitigate erosion.
- Overseed bare areas and add flower seed throughout during winter, ideally into ash from prescribed burn.
  - Occurs in Units A, C, & D.
  - Seed is machine and hand broadcast.
  - Seed mix design is approved by City before ordering.
- Burn all units if site is ready. If not, burn in 2028.
- Complete critical cut, foliar application and any remaining tasks in 2028.

Schedule: We intend to follow the schedule laid out in the project overview section in the RFQ. If weather or site conditions indicate a shift in schedule should occur, Stantec will discuss with and obtain approval from Ann Messerschmidt prior to conducting work.

Access and Site Conditions

- Access to project work areas shall be secured by the Client prior to performing site work.
- Stantec assumes that staff will have open access to the project work areas, given adequate notice to the Client by Stantec, for the duration of the anticipated project timeline.
- Stantec will arrange and provide notification to adjacent property owners prior to field work where access to their property might be necessary.
- Stantec employees will not enter work areas that are deemed to be unsafe.
- Stantec assumes that temporary on- or near-site facilities are available for access to clean water; storage of materials including herbicide, containers, and sprayers; and where herbicide mixing, loading, and rinsing may occur.

Changes to Scope, Project Conditions, and Contracting Requirements

- Stantec is not a union contractor.
- The pricing provided in the cost estimate includes payment of prevailing wages.
- All pricing line items for Tasks are estimates based on conceptual designs and the site visit(s).
- If other site features or issues not included in the Scope of Services are discovered that require additional attention and/or work, the costs to address such issues will be completed as an extra service.
- Cost estimates are based on the project area defined within the Scope of Services and

represented on Figure 1. Work outside of these limits may be considered extra services subject to additional fees.

- On-site meetings with a Stantec representative are included during scheduled workdays. Additional correspondence, meetings, documentation, or changes to the Scope of Services outside of that proposed herein may be completed as an extra service at additional cost and may affect schedule.
- Delays due to landowner access coordination, utility locates, material availability, permitting, site conditions, weather delays, and/or requirements from project stakeholders, or other factors outside of Stantec's control, are not included within the cost estimate and schedule.
- Stantec reserves the right to adjust costs if the Client requires a different approach than that proposed by Stantec.
- The proposed project schedule is based on work occurring during favorable site and weather conditions, including dry and/or frozen ground and typical site hydrology. Other site conditions may cause delays beyond Stantec's control and affect the overall project schedule.
- Stantec assumes a project timeline of no more than 3 years. Delays due to landowner access coordination, utility locates, material availability, permitting, site conditions, unpredictable events, and/or requirements from project stakeholders, or other factors outside of Stantec's control, may add to overall project costs.

Permitting and Regulatory Coordination

- Stantec will serve as the Client's agent for permit applications including local and state burn permits. The preparation and submittal of permit applications does not guarantee the issuance of a permit by any or all of the reviewing regulatory agencies. All associated direct permit fees will be paid or reimbursed by the Client and are included in the quote.
- Stantec will be furnished with available information needed for permit applications, all of which Stantec may rely upon without independent verification in performing the services.

Construction

- No soil is anticipated to be needed for the project work and all spoils will be able to be disposed of within the project boundary or Client property. No soil haul away is anticipated as a part of this project.
- Unpredictable weather events (including drought, flooding, heavy rainfalls generating runoff and erosion events, severe winds, hail, etc.) during construction and restoration implementation activities may necessitate repair and/or modification of the installed materials and/or restoration areas beyond the proposed Scope of Services. Repair or modification of previously installed materials and/or completed restoration areas may add to the overall project cost.
- Stantec will adhere to industry standards, project plans, and/or specifications during the installation or construction of project features. Failure of those features due to design or construction implementation deficiencies shall be covered according to the contract warranty and remedied through corrective action (repair or modification) as defined therein. However, repairs or modifications required due to unpredictable events (acts of God) and other factors outside of Stantec's control are

not warrantied. Such repairs, if required, may constitute a change in the Scope of Services and overall project cost.

Topographic Data Collection

- Existing data such as available GIS and other mapping and data relevant to this task (e.g. previous survey/site information, property lines, overhead and underground utilities, planimetric features, utility record drawings, maps, etc.) shall be provided by the Client.
- Access to properties shall be secured by the Client, prior to performing field surveys.
- Stantec staff and our sub-consultants will have access to the project work area upon proper and timely notification of such site visit(s) to the Client and affected property owners.
- Readily available data indicates publicly accessible and free. Data requiring purchase shall be considered on a case-by-case basis.

Planting and Seeding

- Stantec will adhere to industry standards, project plans, and specifications when installing native seed and plant materials. Stantec will not warranty native seed or plant materials or their installation due to a range of environmental factors beyond our control, including poor soils; improper soil seedbed preparation completed by others; design factors including specification of unsuitable species or provenance by others; weed pressure; improper management performed by others; unpredictable events such as drought, flooding, heavy rainfalls, erosion, severe winds, ice, hail, herbivory, pathogens, pests, and/or transplant shock.
- Seed bed preparation does not include earthwork, topsoil placement, or finish grading.
- Stantec is not responsible for delays due to unsuitable seeding or planting conditions.
- The Scope of Services does not include staking, guying, mulching, or fertilization of installed woody plant materials.
- Tree maintenance does not include pest or pathogen control or other potential ailments due to environmental conditions.
- Permanent seed will be installed concurrently with temporary cover seed. Additional mobilizations required to install seed mixes separately, to provide for temporary erosion control which is not included in the Scope of Services, or due to site conditions outside of Stantec's control may increase project costs and affect schedule.
- Seed will be installed by hand-seeding and a powered seed spreader on a UTV. Use of drills and broadcasting equipment requires firm, relatively dry, and workable soils. Stantec is not responsible for delays due to unsuitable seeding conditions.
- Stantec will not be responsible for marking plant materials following installation.
- Plant material prices are based on advertised nursery rates at the time of bid/proposal preparation. Availability and prices set by nurseries are subject to change without notice and may require changes in installation schedule as well as project costs.

Herbicide Application

- The effectiveness of herbicide applications is dependent upon several conditions such as target

species, growth habit, weather conditions before and after the herbicide application, available target species propagule bank, and target species populations on adjacent parcels. Sustainable control of target weed populations often takes consistent and appropriately timed applications over multiple years. Complete control of a target species may not be achievable based on factors mentioned above; however, we will implement industry standard practices to reduce the establishment and spread of target species while maintaining an acceptable cost.

- Herbicide products, surfactants, and other additives will be chosen based on site conditions, demonstrated effectiveness, and consideration of potential impacts on pollinators and other wildlife.
- Final herbicide application dates and treatment methods will be determined adaptively by Stantec staff through assessment of target species phenology and other site-specific factors.

Prescribed Burning

- The decision to mobilize/demobilize a Stantec burn crew to/from a burn site will be made by the designated Stantec project manager and Burn Boss. Once at the Site, final go/no-go decisions will be made by the Stantec Burn Boss.
- Prescribed burns will only be ignited under appropriate conditions and prescription limitations; however, Stantec cannot guarantee the effectiveness or completeness of such burns due to conditions outside of our control, including but not limited to fuel types, fuel connectivity, snow / ice cover, standing water or wet soils/thatch, and changing weather conditions.
- All personnel on a burn are to be under the supervision of a Stantec Burn Boss and shall be employed by Stantec unless previously agreed upon with the Stantec, the Client, and other project stakeholders.

Tree and Shrub Removal

- Target species for invasive brush removal are limited to shrubs (all size classes) and select trees agreed upon by the Client and Stantec.
- Mechanical forestry mowing includes shredding of invasive shrubs using a forestry mulcher mounted on a compact, rubber-tracked loader. Shredded material will be left to decompose on-site, but will not be allowed to consistently accumulate to a depth of more than 3 inches. Wet areas, steep slopes, and areas in close proximity to protected trees or site hazards may be cut by hand. Mechanically mowed stumps will not be treated with herbicide.

CITY OF LAKEVILLE

REQUEST FOR QUOTE

East Lake Phase II Habitat Restoration

The City of Lakeville seeks proposals and quotes from qualified and experienced firms to perform the selective habitat enhancement activities across a 14.6-acre area at East Lake Park, Lakeville, MN. The City of Lakeville suggests interested firms consider the **Work Plan and Specifications**, which provides a full description of the requested project services, before submitting a proposal and quote.

The City of Lakeville's staff will evaluate the quotes and reserves the right to request additional information in support of the quote and reserves the right to select or reject any or all quotes when deemed to be in the best interest of The City of Lakeville. The City of Lakeville is not obligated to respond to any proposals submitted and is not legally bound in any manner whatsoever by the submission of a proposal.

GENERAL INFORMATION AND REQUIREMENTS

Purpose

The purpose of this Request for Proposal (RFP) is to provide interested firms with sufficient information to prepare and submit qualifications for consideration by The City of Lakeville for the restoration of areas of East Lake Park. Requested services for this project are for a new shoreline restoration on the slope of the west side of North Pond and vegetation management of the Phase 1 woodland and shoreline. Please refer to the Specifications below.

Scope of Services

The proposal submitted will be requested to provide selective habitat enhancement activities as detailed in the **Work Plan & Specifications**.

Due to grant budgets being built prior to the prevailing wage language change, we require all interested parties to submit budgets on all line items listed (not including bid alternates). We reserve the right to negotiate with the awarded bidder to stay within the grant budget. This could be in the form of reduced acres, activities and/or scope.

Rejection of Proposals

The City of Lakeville reserves the right to reject all proposals received as a result of this RFP, or to negotiate separately with any other source whatsoever in any manner necessary to serve The City of Lakeville's best interest. This RFP is issued for information and planning purposes only. The City of Lakeville does not intend to award a contract solely on the basis of responses to this request, or otherwise pay for the information solicited, or obtained, prior to the execution of a contract.

Prevailing Wage Requirements

In accordance with the prevailing wage state statutes established by the Minnesota Department of Labor and Industry, the contractor awardee shall furnish to the City of Lakeville copies of any or all payrolls not more than 14 days after the end of each pay period, as described in detail in *Attachment A: Prevailing Wage* attached hereto and incorporated herein by reference. Owner operators are not exempt from prevailing wage requirements.

Instructions

Proposals must be received by: July 28 2026, by 9 am.

Proposal Submittals (email):

Ann Messerschmidt, Environmental Resources Specialist II
Email: amesserschmidt@lakevillemn.gov

Project Specific Questions:
All project-specific questions regarding the RFP content can be directed towards Ann Messerschmidt **amesserschmidt@lakevillemn.gov** or **(952) 985-4528**

To ensure a fair review and selection process, firms submitting proposals must only contact City of Lakeville staff regarding these proposals.

Important Dates

RFQ available	July 1, 2026
Site visit for interested parties	July 8, 2026, at 2 pm
Deadline for questions	July 10, 2026, by 4 pm
Posted response to questions	July 14, 2026, by 4:30 pm
Proposals due	July 28, 2026, by 9 am
Project close-out date	December 31, 2028
Work schedule	See project overview table

Site Visit

Date: June 23, 2026
Time: 2:30 pm
Address: **East Lake Park – In the gravel parking lot off of Equestrian Trail**
16700 Pilot Knob Road,
Lakeville, MN 55044
Directions: https://maps.app.goo.gl/iJdUSLBBaYiYXYnW7

Please send an RSVP to Ann Messerschmidt at least 24 hours in advance of the meeting.

Proposal Requirements

The following information must be submitted.

1. Company background information
    a. Business name
    b. Location of office
    c. Length of time in business
2. Experience
    a. Designation and qualifications of personnel proposed to supervise or perform the services and percentage of time that person is expected to be involved.
3. Price Quote: A price quote for the project, as a sum total and itemized cost per acre. All budgets must be bid on (excluding bid alternates).
4. Approach: Based upon information contained in this RFQ and attachments, prepare a strategy for all aspects of this project.
5. Schedule: Include a project timeline.
6. A communication plan.
7. Non-Collusion Affidavit.
8. Other information that you believe supports your proposal.

Quote Evaluations

The City of Lakeville will **not be** awarding this work solely based on the lowest bid but also on the quality of the proposal submitted. Other criteria, including but not limited to the following, will also be used to evaluate proposals. These criteria are not all inclusive and are not arranged in order of importance:

1. Quality of the proposal.
2. Qualifications and experience of firm and personnel working on the project.
3. Ability of firm to complete work in the timeframe provided.
4. Ability of firm to maintain clear and frequent communication with Lakeville - regarding the project, including project progress and potential issues.
5. Proof of experience working on similar projects.
6. Proposed actions/methods/techniques to reduce the amount of disturbance, beyond the obligations identified in the specifications, Harvest Plan, to desirable vegetation, wetlands, sensitive vegetation areas, and soils.
7. A guarantee regarding the minimum percentage of re-sprouting of cut stems and/or follow-up treatment, if necessary.
8. Past performance on City of Lakeville projects will be taken into consideration when reviewing proposals.

Agreement Terms

Interested firms should refer to the Work Plan and Specifications in responding to this RFP. By submitting a proposal, the firm acknowledges that it has read and understands the Work Plan and Specifications.

Funding Acknowledgement

LSOHC: Funding provided from the Outdoor Heritage Fund as part of the Clean Water, Land, & Legacy Amendment. Additional funding also provided from the City of Lakeville.

Insurance Requirements

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

Professional Liability
$1,000,000 with a deductible maximum of $125,000.

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

Workers Compensation
Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:
$500,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$500,000 – Bodily Injury by Accident

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

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

(i) Taken out by the Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota,

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

(iii) Shall name Contractor as an insured party and City as an additional insured with respect to General Liability, Auto Liability, and umbrella policies on a primary and non-contributory basis,

(iv) Shall be in accordance with specifications approved by the insurance advisory for City, and

(v) Shall be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the City. Certificates of Insurance that do not meet these requirements will not be accepted.

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

Work Plan and Specifications for Habitat Enhancement
East Lake Park
Phase II Habitat Restoration

Project Site:
East Lake Park
16700 Pilot Knob Road,
Lakeville, MN 55044
Directions: https://maps.app.goo.gl/iJdUSLBBaYiYXYnW7
Lat/Long: 44.711062, -93.172408
Total Site Acres: 95
Project Acres: 14.6

Prepared by Project Owner:
City of Lakeville
Authorized Contact: Ann Messerschmidt, Environmental Resources Specialist II
20195 Holyoke Avenue
Lakeville, MN 55044
Phone: (952) 985-4528
Email: amesserschmidt@lakevillemn.gov

PROJECT OVERVIEW

The City of Lakeville intends to oversee and implement ecological habitat enhancement on 14.6 acres of natural area East Lake Park through invasive species control, prescribed burning, and native species establishment.

Objectives:

Unit B:

- Initial woody removal of vegetation on slope.
- Site preparation for native plant establishment.
- Seed native vegetation and blanket slope.
- Provide maintenance for native vegetation establishment.

Unit A, C, D

- Keep buckthorn and volunteer trees managed in summer with critical cut and foliar treat in fall.
- Establish native grasses to limit invasive species growth using mowing, spot spraying, or other management tools.
- Conduct a burn within grant period to reduce nitrogen in soils and improve health of native species.

East Lake Phase 2 Habitat Restoration		Activity	Remove Vegetation	Site Preparation	Restore Slope	Tree Removal/Woody Encroachment	Prescribed Burn	Seeding	Mowing or Spot Spraying
		Unit	B	B	B	A, C, D	A, B, C, D	All	ALL
Year	Season	Area (ac)	1	1	1	13.6	1 to 14.6	14.6	See each timing
2026	Summer					Critical period cutting			*Foliar herbicide application (A,C,D – 13.6)*
	Fall					Foliar herbicide application			
2026 2027	Winter		Conduct initial removal and remove stumps						
2027	Spring			Chemical treat area	Seed & blanket after area is free of resprouts and weeds				
	Summer					Critical Period Cutting			Foliar herbicide application or mowing (14.6 acres)
	Fall					Foliar herbicide application	Conduct burn if enough fuel this fall or next year		
2027 2028	Winter					Reduce downed wood and nitrophilic trees		Add seed enhancement in sparse areas	
2028	Spring						Conduct burn if enough fuel		
	Summer					Critical Period Cutting			Foliar herbicide application (14.6 acres)
	Fall					Foliar herbicide application	Conduct burn if enough fuel		
	Winter							Add seed enhancement in sparse areas	

INTERACTION WITH NEARBY PROPERTIES AND SITE ACCESS:

The contractor shall direct any concerned parties to Ann Messerschmidt.

Nearby properties include the following:

1. Private residential lots along west and townhomes along north woodland boundary.

PROJECT LIMITS

All areas that will or may be traversed by the contractor, including the removal areas and staging area(s), may be referred to hereafter as the "project area." (Appendix A: Figure 1). Most of the project area lies within easily recognized boundaries. The contractor must not disturb areas outside of the project area, except for access.

HOURS OF OPERATION

Unless otherwise approved by The City of Lakeville the hours of operation are 7am to 5pm Monday through Friday. This is to respect the private residences neighboring the site. Work on site may begin once a signed agreement in place.

ACCESS TO WORK SITE

There will be some park reconstruction happening in the open area SW of the woodland area and at a few other points in the park from late June 2026 through December 2026. There are two alternative entrances to the woodland area. One is located just north of 16394 Equestrian Trail and the other is off the main trail between East Lake and the North Pond off Eagle View Drive just south of its connection to Equestrian Trail. As you travel on the trail to the west, and just as you reach the west side of the pond area, there is a mowed path into the woodland.

TRAIL USAGE

There are paved trails maintained on site which will provide easy access to the work areas. A map will be provided showing these. Contractors should use these for both expediency and to minimize disturbance to the habitats. All trucks and vehicles must use hazard lights and drive less than 5mph while on the trail.

TRAFFIC CONTROL

The contractor is responsible for maintenance, control and safeguard of traffic along streets that may be impacted by the project in accordance with MN/DOT Manual on Uniform Traffic Control Devices. The contractor is responsible for providing and maintaining all traffic control devices. All streets must remain open to traffic. It is the contractor's responsibility to determine the need for and/or to implement traffic control.

NOISE CONTROL

The contractor shall comply with local and state ordinances on noise abatement. The contractor shall replace or repair any piece of equipment not meeting the requirements.

PUBLIC RELATIONS

The City of Lakeville official will work to ensure proper steps are followed for neighbor notification. Public relations concerns and opportunities will be addressed through a mailing to be sent out to all adjacent landowners. Parcel maps will be used to identify nearby landowners. The mailing will include a brief description of the project, the goals of the project, a listing of activities that will occur, and safety considerations.
Contact information will be listed for The City of Lakeville, for those who wish to raise questions or concerns.

THE CITY OF LAKEVILLE AGREES TO:

1. Provide the contractor with the necessary maps, project boundaries, and project specifications for the site.
2. Provide project specifications.
3. Provide periodic supervision and guidance to the contractor on the site.
4. Promptly inspect areas of the site and/or the entire site after it/they is/are completed and advise the contractor of acceptance or rejection of the work performed.

THE CONTRACTOR AGREES TO:

1. Provide all the necessary labor, equipment, tools, supplies, herbicide and transportation needed to complete the work at East Lake Park.
2. Ensure that all workers use safety equipment commensurate with the cutting tools and chemical products/equipment being used. Safety equipment may include earplugs, safety goggles, gloves, leather boots, rubber boots, and durable clothing.
3. Review all project requirements and specifications before work begins.
4. Ensure that all sites are left in an orderly manner and free of all refuse and debris. All workmanship shall be neat, professional and meet industry standards.
5. Notify the Ann Messerschmidt at least three (3) days before work begins each time work is about to begin.
6. Herbicide application must be by a licensed commercial pesticide applicator in the State of Minnesota, and herbicide must be pre-approved by the project manager.
7. Any and all services, articles, or equipment offered and furnished shall comply with all local, State, and federal laws and regulations, including *Minnesota Statute 181.59*, prohibiting discrimination.
8. Deliveries hereunder shall comply in every respect with:
    a. MN DNR Operational Order 113 regarding invasive species prevention (http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf)
    b. MN-DNR Operational Order #59 Pesticide and Pest Control (http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_59.pdf);
    c. MN-DNR Division of Fish and Wildlife Pest and Pest Control Guidelines (http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/faw_pest.pdf);
    d. DNR Pollinator Best Management Practices and Habitat Restoration Guidelines (http://files.dnr.state.mn.us/natural_resources/npc/2014_draft_pollinator_bmp_guidelines.pdf); and
    e. The current version (dated January 2019) of Minnesota Board of Water & Soil Resources' Native Vegetation Establishment and Enhancement Guidelines (https://bwsr.state.mn.us/sites/default/files/2018-12/Updated%20guidelines%20Final%20Draft%2012-14-18.pdf)

SITE LEVEL INFORMATION:
Section 1 – WORK UNIT ACTIVITY DESCRIPTIONS

Unit B – 1 acre

This unit is currently covered in sumac, invasive buckthorn, cedar, a few oak trees, and some herbaceous cover. The slope is around a 3:1 gradient and likely steeper toward the water's edge. The goal is to eliminate the majority of the woody species on the slope, control the invasive buckthorn and establish a prairie on this sandy south facing slope.

1. Contractor Responsibilities/Activities:
    i. Woody invasive and select native tree removal
    ii. Cut stump treatment
    iii. Possible stump removal if needed
    iv. Cut material disposal
    v. Foliar herbicide application as follow up maintenance
    vi. Establish deep rooted native species to hold slope
    vii. Provide maintenance needed to promote native plants

Units A (12 ac), C (0.3ac), and D (1.3ac) – 13.6 acres total

Mesic forest mostly characterized by broadleaf tree species including white oak, bur oak, cherry, and boxelder. Unit C & D are part of the north shoreline of East Lake. Most of the acreage was dominated by invasive buckthorn and honeysuckle species – *Rhamnus cathartica, Frangula alnus, Lonicera tatarica,* prior to the Phase I restoration and now has remnant vegetation in need of management of volunteer trees and successional weeds as the native plants become established. Contractor is to make sure management is carried throughout the project area and include edge plants.

1. Contractor Responsibilities/Activities:
    i. Critical period cutting of invasive woody species (*all buckthorn species, Tartarian honeysuckle, etc.)* and foliar herbicide application as continued follow up maintenance.
    ii. Seeding native grass mix
    iii. Possible removal of dead downed wood, tree removal, or burn needed in these areas if budget allows

Section 2 – Work Plan Specifications (information created by Great River Greening Staff)

2.1 Cut and stump treatment

a. Woody species to be removed using this method.
    i. Invasive species: common buckthorn (*Rhamnus cathartica*), glossy buckthorn (*Frangula alnus*), exotic honeysuckles (*Lonicera tartarica, L. morrowii, L. maackii, L. x bella*), boxelder (*Acer negundo*), mulberry ( ), Siberian elm (
    ii. Woody species on the slope in area B. Do not remove any oak trees over 3" DBH.
b. Cut and stump treatment will be conducted on all target species ≥1" DBH. Material <1" DBH will be followed up with foliar spray or basal bark when conditions are suitable.
c. Cut stump treatment should be conducted in winter.
d. Stumps and stems must be cut to within 2" of ground using chainsaws, brush saws, or hand tools. Stumps and stems must be cut flat, not shredded or left with an angled top. All cut material from target species must be treated with approved herbicide.
e. Triclopyr ester (Garlon® 4 Ultra or approved equivalent) is preferred for late fall through very early spring cut stump treatments unless otherwise stated. An oil-based carrier with dye (e.g., Bark Oil Blue™) specifically designed for herbicide use must be used. The use of petroleum products as a carrier is not allowed. The Contractor may request a product listed in the Work Plan Specifications be switched for a product that is deemed equivalent. The contractor must submit information on the new product that shows it achieves equal results to the product listed in the specifications. The City will have final approval if the submitted product is approved and may request additional information prior to making a decision. Approval for the substitution of a listed product must be given in writing before the use of said product on site.
f. Herbicide must be spot-applied to cut stumps/stems with a backpack or handheld sprayer fitted with nozzles adjusted for a cone-shaped, course mist.
g. For ≥4" diameter - apply herbicide to the cambium (growth area along outer ring) of the stump surface. For less >4" diameter stem/stump – herbicide must be applied to

all surfaces to ground level, including root collar. Avoid non-target damage.

h. Herbicide should not be applied to cut stumps during periods of heavy sap flow.

i. Herbicide application in wetland or near aquatic areas are limited to aquatic-rated herbicides containing the active ingredient Triclopyr.

j. When using water-soluble herbicides, herbicide treatment must occur within 3 minutes of cutting. When using oil-soluble herbicides, treatment can occur anytime between cutting and resprouting. It is highly preferred for herbicide treatment take place immediately to be sure that all cuts are treated.

k. In areas of low density, cut material will be bucked up in pieces no longer than 4', with no branches coming off the ground at >45 degrees, and dispersed in wooded areas not more than a single layer of material in depth and otherwise not impeding access and mobility; and/or piled and burned.

2.2 Foliar Application

a. Foliar application will occur in summer before weeds/non-seeded vegetation seeds-out.

b. Foliar application will target plants < 3ft in height. Whips >3 ft tall must be cut first and allowed regrowth prior to spraying.

c. Water-soluble Triclopyr formulations (e.g. Garlon 3a) are preferred for summer foliar applications to limit the potential for volatilization and off target impact of the chemical, whereas oil-soluble Triclopyr formulations (e.g., Garlon 4 Ultra) are preferred for late fall and winter applications.

d. Material under 1" DBH that is unable to be stump cut will need follow up foliar spray during suitable conditions. Kill rate for foliar application is **≥95%.**

Foliar Application

e. Spray operators should take care to spray 100% of leaf surfaces of targeted species and avoid spraying on the top layer of leaves.

f. No foliar herbicide applications using an ester formulation (e.g. Garlon 4) shall be made during the months of June, July, or August.

g. No foliar herbicide applications (regardless of formulation) shall be performed when the daily temperature is predicted to be >85 degrees F with a corresponding relative humidity of <45% at any time during the day (not just at the time of application).

h. Contractor will allow a minimum of two weeks between applications for the treatment to take full effect.

2.2 Forestry mowing

a. Forestry mowing will likely need to occur when soils are frozen to a depth of 6 inches to minimize soil damage and compaction. Alternate timing can occur if heavy mowing equipment can not be used on the slopes and hand work will be needed.

b. Care should be taken when forestry mowing as to not injure or mow any non-target vegetation.

c. Forestry mowing will be allowed on the edges with hand cutting (e.g. chain saw or brush saw) within 20 feet of trails on the interior unless stated otherwise in the work unit activity descriptions. Trails must be closed to public when mowing adjacent. Spotter required.

d. Forestry mowing near trails should direct debris away from trails, or the material along the trail corridor may be cut by brush saws or other methods that minimize debris on the trails.

e. Any mowing head is set low and never exceeds 3' high off the ground.

f. The mowed vegetation should be shattered by the mower and left in place to decompose.

g. Brush near standing non-target trees needs to be cut by hand-held tools (e.g. chain saws or brush saw).

h. In areas where high quality native trees are dominant, hand cutting is required. In all forestry mow areas the following species are allowable for incidental take:

   i. Boxelder (Acer negundo), Silver maple (Acer saccharinum), green ash (Fraxinus pennsylvanica), black walnut (Juglans nigra), cottonwood (Populus deltoides), American elm (Ulnus americana), Cedar species.

i. Provider will be held accountable for any damage to desirable non-target trees through operator negligence (including but not limited to scalping trees with cutter head).

j. Oak wilt: Extreme care should be taken to avoid damage to save trees to prevent the spread of oak wilt. Wounds on oaks intended as save trees should be brought to the attention of Ann Messerschmidt to determine if they need to be removed or painted with pruning paint.

k. No debris will be ejected off site and no private property will be in danger during this activity.

2.3 Summer Critical Period Cut

a. Cut material can be bucked up in pieces no longer than 4', with no branches coming off the ground at >45degrees, and dispersed in wooded areas not more than a single layer of material in depth and otherwise not impeding access and mobility; and/or piled and burned.
b. Critical cut is to happen in mid-July – early August.

2.4 Girdling/ Frill Cutting

a. Make two girdle cuts, separated by 6-8".
b. Cut lines must extend around the circumference and fully meet (no gaps).
c. Girdles must be made below the lowest branch or else remove branches and treat cut branch areas.
d. Chainsaw girdles must penetrate all the way through the cambium layer (depth from bark edge may vary by species), typically ¾".
e. Treat top girdle with appropriate herbicide at 20-30 %, depending on label recommendations.
f. Make sure each girdle receives enough herbicide to fully coat the cambium ring now exposed (fill up the cut until it is just about to run down the bark usually)
g. Take care not to cut deeper than necessary on small, pole sized trees or they are prone to snapping off prior to dying/making a mess/hazard.
h. Any girdled trees should be treated in the girdle similarly to basal bark methods.
i. Conifers do not need herbicide.

2.5 Seeding

a. Provide a seed mix plan that will work well at stabilizing a sandy soil with a south facing slope
b. Seed is broadcast or drill seeded with equipment modified to plant native seed.
c. Seed is not planted deeper than (0.25 inches or seed diameter) deep.
d. Small seed is broadcast directly onto the surface.

2.6 Herbicide application

a. General application specifications
   i. See section 2.2 above for recommended treatment method.
   ii. Herbicide applications will follow the appropriate herbicide label directions
   iii. The active ingredient must be of sufficient percentage to be effective.
   iv. All herbicide treatments must contain a marker dye sufficient to show extent of stumps and stems treated. The color of the mixed products alone is insufficient.
   v. Herbicide must be applied under dry ambient and dry stump conditions that will persist for at least 24 hours from time of application.
   vi. Herbicide must be spot applied with backpack sprayer or handheld application device.
   vii. Contractor will allow a minimum of two weeks between applications for the treatment to take full effect.
   viii. Alternative herbicides and methods may be considered, but they must be approved in writing by Ann Messerschmidt prior to use and must be on the DNR's approved list. Contractor must initiate the approval request and allow 72-hour prior notification for approval process.

b. Restrictions/Requirements Wording
   i. No herbicides listed on the Forest Stewardship Council's list of prohibited chemicals may be used on this project. https://files.dnr.state.mn.us/forestry/certification/fsc-prohibited-hazardous-pesticide.pdf
   ii. Only herbicide additives that are explicitly approved as herbicide additives are allowed. Prohibited additives include, but are not limited to kerosene, diesel, and anti-freeze/ethylene glycol.

c. Contractor responsibilities
   i. Only personnel who are currently licensed commercial pesticide applicators in the State of Minnesota will work with or apply chemicals.
   ii. Spill kit(s) must be on site at all times.
   iii. Contractor must have Material Data Safety sheets at the work site for all products that contain or may create hazardous substances.
   iv. Original herbicide and carrier containers complete with labels must be on-site or in the parking lot, and available for inspection at all times.
   v. A completed pesticide application report including product sprayed and spray amounts must be sent to the Project Supervisor following the use of pesticide. Daily herbicide logs must also be kept and provided weekly.
   vi. Herbicide signage must be posted in the entrance to the site and work units when herbicide is applied and active.

d. General Cautionary Statements
   a. For Applicators:
      i. Use caution to avoid spray drift onto passers-by and applicators under windy conditions.
      ii. Application equipment should be well maintained and unlikely to cause a spill.
      iii. The contractor is responsible for proper storage, transportation and application of herbicide.

iv. Herbicide spill cleanup and disposal of empty herbicide containers is the contractor's responsibility. Spill kit(s) must be on site at all times.

b. For Plant and Animal Life
   i. Use caution to minimize overspray and dripping on understory vegetation during herbicide application.
   ii. The contractor should aim to avoid collateral damage, drift, and lingering effects on neighboring properties or where spring ephemerals may be present.
   iii. Spray operators should take care to spray all leaf surfaces of targeted species and avoid spraying only the top layer of leaves.
   iv. Applicators must take steps, where and when practicable, to avoid spraying pollinators and other fauna during herbicide applications.

2.7 Staging areas

On site staging areas will need to be approved by the City of Lakeville staff. These will need to be located on areas off of higher quality areas and a way from locations with rare species or sensitive ecosystems.

Debris or mulch created through grinding can be left but must be spread out evenly on ground.

2.8 Plant Material Removed from site

Any plant material removed from the site must follow all state and federal laws and guidelines regarding transportation of invasive and noxious plant material.

2.9 Access roads

Access roads are to be kept to a minimum. Project footprint is to be kept to a minimum. Reduce “footprint” by using several arterial routes to staging areas from project areas. The Contractor should make use of existing trail system in the park.

2.10 Sensitive Feature Areas

Any removal from areas with sensitive features/plant species will need to be done by hand. No equipment will be allowed to traverse these areas. Areas will be flagged by staff prior to work beginning. Extreme care is to be exercised at all times to reduce disturbance of soils and vegetation.

Section 3 – Boundaries

The project area is detailed in the enclosed map. Any questions that arise in the field as to the exact location of project boundaries should be immediately addressed by calling Ann Messerschmidt. Since we haven’t done work on the Unit B area, utilities/811 locating will be required.

Specific equipment will be determined through the selection process for contractors. The contractor must also follow all safety procedures relating to the materials, equipment, and hired labor they intend to use for the project. Safety procedures include following all label instructions for pesticides, operating within the safety limits of vehicles and equipment (regarding steep slopes, operating temperature, slippery conditions, etc.), and ensuring that all hired labor is equipped with all necessary safety equipment per OSHA requirements (earplugs, safety goggles, gloves, sturdy boots, proper clothing, etc.).

a. Equipment access and movement logistics
See site maps for access locations.

b. Area and site limitations and operational restrictions
All vehicles and equipment will be kept off adjacent units unless approved by City of Lakeville representative.

Section 4 – Site limitations and Operational Restrictions

Several limitations and operational restrictions occur within the project area. Restrictions on timing of work will also be enforced to prevent and restrict damage to the project area and inconvenience to campground users.

Section 5 – Damage Restriction and Prevention

Extreme care will be taken to minimize unnecessary disturbance on the project site, including disturbance of desirable vegetation and disturbance of soils. Contractors that can assure a minimum amount of disturbance will be considered more seriously in the awarding of the project.

Damage to Desirable Vegetation

Potential contractors’ abilities to identify woody trees and shrubs in winter will factor highly into the awarding of the project. If a desirable woody plant is cut or damaged, wholly or partially, the contractor may be fined. The site will be inspected by Ann Messerschmidt before, during, and after operations. Any damages that are sustained to native prairies, or open prairies will

be mitigated by the contractor.

Damage to desirable species includes but is not limited to: damage to tree limbs, trunk, and bark; and damage to roots by cutting or excessive soil compaction within root zones. If an undesirable tree/shrub is entangled with a desirable tree such that cutting the undesirable tree/shrub will damage the desirable tree/shrub, the contractor may frill cut and apply herbicide to the undesirable tree/shrub. Other trees and shrubs must be felled in a way that does not damage adjacent desirable woody plants.

Damage to Soil

Restrictions will also be placed on the timing of equipment access to the project site. Cutting using hand tools and chainsaws and hand hauling of small brush once a Service Agreement has been established between the contractor and the City of Lakeville, except for those conditions listed in Section 8. **However, equipment-assisted cutting and hauling of large brush and trees will absolutely NOT be allowed unless the project area's soils are frozen and firm.** This condition has historically occurred around the end of December. The contactor will determine whether frost depth is sufficient before any equipment can be used in the Project Area. The City of Lakeville also reserves the right to halt the contractor's work at any time due to insufficiently frozen soils. The contractor will be responsible for any additional cost associated with the stopping of work and/or remobilization. If the contractor causes any soil disturbance on steep slopes, the contractor must implement erosion control measures. If the soil disturbance occurs anywhere else within the project area or on park trails, the contractor must regrade if necessary and place ecologically appropriate seeds upon the disturbed area(s).

Damage to Trails

Park construction is occurring in East Lake Park in 2026, so access might need to be creative at times and will be dependent on equipment type. No metal track equipment will be allowed on trails. Weight limit for trails is 10 tons. Any damage to trail caused by contractor will need to be resolved by the contractor.

Section 6 – Invasive Species Prevention

The contractor will be required to consider the use of the following best management practices (BMP's) for reducing the spread of invasive species for all activities that involve intentional movement of vehicles, equipment, gear and/or materials onto or off woody biomass project site(s). Due to the timing of the project (frozen ground conditions) and the requirement of the contractor to inflict as little soil disturbance as possible, some of the BMP's may not apply, especially those in place to prevent the spread of herbaceous invasive plants. The applicability of BMP's for this project will be determined by the City of Lakeville representative.

BEST MANAGEMENT PRACTICES

Intentional movement of woody biomass material:

1. Per MN Statutes Chapter 18, Sections 18.75 to 18.88, obtain a written permit to transport propagating parts of restricted noxious weed in infested material or equipment by contacting the local weed inspector or county agricultural inspector for all counties affected. For this project, this will be done by the contractor.
2. Ensure all materials removed from the project site are secured before transport (e.g. truck is covered or invasive materials are wrapped). This will be coordinated by the contractor.

Intentional movement of vehicles, light and heavy equipment (chainsaws, brush saw, trucks, tractors, ATV's, trailers, etc.) and gear (boots, clothing, personal protective equipment (PPE), Velcro straps, Kevlar chaps, backpacks/sprayers, utility bags, etc.) to/from project site(s):

1. Survey site(s) before harvest/management treatment, note/record locations of existing patches of terrestrial invasive species or insect or disease infestations, and either avoid moving through these patches, or treat them prior to moving through them.
2. Identify the cleaning site to be used to clean all vehicles, equipment and gear. Alert all parties involved in project activities.
3. Inspect all vehicles, equipment and gear and remove vegetation, soil, and organisms prior to entering and leaving site(s). Ensure items are free of visible plants/plant parts, seeds, mud, soil and animals, etc. Use a stiff bristled brush, shovel, boot brush, power washer or air compressor, or another appropriate tool. For chainsaws, remove chain to clean out clutch and clean out saw carrier.
4. When possible, designate specific vehicles, equipment and gear for use on uninfested vs. infested sites.
5. Do not work under wet conditions to minimize rutting and other soil disturbances.
6. Minimize number of access points to site(s).
7. Minimize area of vegetation and soil disturbance by access roads and skid trails.
8. Avoid working, parking, or storage in patches of invasive species. When unavoidable, treat area before using and clean vehicles, equipment and gear after work is complete.
9. Power spray vehicles and equipment after returning from site. Dry before use if from worm-infested sites.

Intentional movement of materials (soil, rock, gravel, straw, mulch, seed, plants, etc.) in the process of constructing or improving access roads or skid trails:

1. Inspect outside of transport equipment, storage containers and materials for visible presence of invasive species.
2. If possible, use local ecotype seeding material, plants, fill, straw, gravel, and mulch that is certified as uninfested.
3. Monitor areas of soil disturbance and where materials listed in point 2 are added for evidence of invasive species germination or re-sprouting and treat if found.
4. Minimize the use of outside/offsite materials.

Procedures to minimize the risk of increasing the dominance of invasive species. In addition to those already listed above:

1. If working on multiple sites over a period of days, work in uninfested sites first and end in infested sites.
2. If possible, work, on frozen ground and with adequate snow cover.
3. Minimize access roads, skid trails and staging areas.
4. Monitor access roads, skid trails, and staging areas for evidence of invasive species germination or resprouting and treat if found.
5. When practicable, stage woody biomass material on already disturbed site(s).
6. Reduce ground disturbance as much as possible during staging of woody biomass materials.
7. Consider timing of project-related activities so that invasive species are not bearing seed/fruit.

Section 7 – Timing of Work

Cutting and treatment of material can take place as soon as a Service Agreement has been established (except when prohibited under the conditions identified in Section 6 or listed below). All cutting and treatment of material by the contractor must occur between agreed upon start date and **December 31, 2028**. All operations will cease after **December 31**, 2028 or if site conditions can no longer feasibly allow activities as determined by the City of Lakeville staff. This deadline will be held strictly, and liquidated damages will be assessed to the contractor for work extending beyond the deadline.

The project can be started once a contract is fully executed with the awardee. The project will conclude no later than December 31, 2028

Section 8 – Post Treatment

Following removal of undesirable invasive woody species from the project site, the City of Lakeville will continue its restoration efforts by removing undesirable woody species that sprout from seeds. Continued low-level invasive species removal will be required to maintain the health of the habitat.

Section 9 – Evaluation of Work

1. The City of Lakeville will not pay for activities that fail to comply with or meet project specifications as detailed above until those specifications are met by the vendor.
2. The contractor will be given an opportunity to bring the improperly completed acres up to standard.
3. Visual inspection of compliance will be used.
4. The City of Lakeville can terminate this contract at any time in writing for just cause and citing reasons.
5. The contractor is responsible for repairing any ruts or disturbed soil caused by the work.

The Contractor will be paid per trip. A trip will include mobilization to the site, all equipment, materials, and effort needed to complete the task, and demobilization from the site. Tasks to be completed per trip shall follow the activities listed in the quote form and project overview schedule, along with any alternatives if selected. Tasks activities must follow the relevant specifications for said task activity.

EXCEPTIONS, ADDENDA, REVISIONS

Exceptions, addenda, and revisions may be made to the Work Plan & Specifications per the request of the City of Lakeville, and/or the contractor before a Service Agreement is established between the City of Lakeville and the contractor. After such an Agreement is established, modifications to this document must be approved by all parties affected by said modifications unless indicated otherwise within this document or the specifications document.

FIGURE 1: Site Maps and Work Units

SUBMITTALS AND QUOTE FORM

Firm Name: Stantec Consulting Services, Inc.

Designation and qualifications of employees proposed to supervise or perform the services. Please indicate who would be the main point of contact for the project and their email.

1. Peter Lechnir, Project Manager (main point of contact), 100% project involvement, peter.lechnir@stantec.com

    a. Peter is a conservation professional with 18 years of restoration experience. His responsibilities include resource scheduling, coordination and planning, crew and equipment delegation, ecological consulting, and material procurement. Prior to joining Stantec, Peter served as senior manager of natural areas for the New York City Parks Department for eight years. His diverse natural resource background includes specializing in managing grassland and forest restoration projects. He designs, implements, and manages ecological restoration projects that involve invasive species control, native plant establishment, wetland mitigation, and site monitoring. Education: BS, Conservation, University of Wisconsin-River Falls. Licenses/Registrations/Certifications: Wildland Fire Certifications: S-130, S-190, L-180, S-131, and S-133 Watershed Specialist, UMN Certified Ecological Restoration Practitioner, Society of Ecological Restoration Certified Arborist (NY-6199A) Tree Risk Assessment Qualification (TRAQ) ISA; Certificate of Erosion & Sediment Control, New York State Department of Environmental Conservation Adult CPR/First Aid Certification

2. Joel Varner, Operations Manager, 100% project involvement, joel.varner@stantec.com

    a. Joel has extensive experience in multiple projects in Minnesota, Iowa, Wisconsin, and Washington. In this role, Joel has ownership in all central Minnesota projects; therefore, extensive experience in invasive species control methods, native seed installation, plant, shrub, and tree installation, prescribed burning, and installation of erosion control products. He is also responsible for operating and maintaining equipment, including chainsaws, brush cutters, ATV's, skid steers, tractors, trailers, etc. Perhaps the most important role Joel provides for his position is quality control and mentoring/supervising up to 15 field technicians in quality work. Education: BS, Field Biology with a Minor in Conservation, University of Wisconsin-River Falls. Licenses/Registrations/Certifications: Herbicide Applicator Licenses (MN #20160858) in three states, including categories A, F, and J for Minnesota Wildland Fire Certifications S100, S130, S 190, L180, and S270.

3. Chance Berg, Lead Operator and Crew Supervisor, 50% project involvement (remaining % supervised by leads that are familiar with the site), chance.berg@stantec.com

    a. Chance is a crew leader, supervisor, resource manager, and heavy equipment operator with seven years of experience conducting ecological restoration in multiple states in the upper Midwest. He oversees restoration crew members to ensure a safe culture, quality and efficient work, and reports daily field documentation to project managers. Current field experiences include invasive species control, pesticide applications, native seed/plant installations, prescribed fires, forestry mowing, and tractor mowing. He also oversees staff, vehicles, and trailers are up to date on DOT compliance laws and regulations before heading out in the field. Chance was an equipment operator on the Lake Elmo Regional Park Native Grassland-Savanna Restoration Project, which included 30 acres with herbicide and 8 acres organic. Elements of this project included two seed rains with more than 80 species, dense swath seeding to create self-reinforcing patches of wildflowers, and haying to reduce internal nitrogen loads. Education: BS, Wildlife Ecology with a Minor in Biology, University of Wisconsin-Steven's Point. Licenses/Registrations/Certifications: Commercial Pesticide License in MN Wildland Fire Certifications S131, S133, S212, and L180

Describe your strategy for all aspects of this project, including proposed use of equipment and project timeline/schedule. Please include the ground pressure rated psi for applicable machinery:

Stantec intends to begin cutting and treating buckthorn in the winter of 2026/27. Buckthorn will be cut at the base, treated and then stacked in piles to be burned. A combination of brush saws and chain saws will be used to cut the material. Garlon 4 Ultra will be used on the cut stumps with daubers to minimize overall volume of herbicide used.

Foliar applications and mowing/critical cutting will be conducted in alignment of the schedule in the request for quotes UTVs, low impact mowers (Ventrac with 8 wheels), chainsaws, brush saws, and a tracked skid steer with a grapple are planned to be used during the duration of the project. If alternates are used for this project, a tracked skid steer will be used to lift larger woody material into a dump trailer to be hauled off site. The tops of the trees will be burned in piles.

Please explain what your firm's communication plan is if awarded this project. For example, the City of Lakeville will require the firm who is awarded the project to notify Ann Messerschmidt at least three (3) days before work begins each time work is about to begin.

Stantec will notify Ann Messerschmidt at least 3 days prior to being on site. Check-ins with field staff will be daily to track progress and Stantec will send Ann Messerschmidt prompt updates. If Stantec staff are approached by the public or staff not associated with the City when working on site, inquiries will be directed to Ann Messerschmidt.

Bid Form – East Lake Habitat Restoration Phase II

(Including a quote for the bid alternate tasks is not required to be considered. However, this may influence The City of Lakeville's evaluation when selecting a contractor for this project.)

	Unit	Task	Description of Activity	Unit	Quantity	Size	Total Cost
East Lake Habitat Restoration Phase II	Unit B (pond shoreline)	B1	2026 Winter - Initial Woody Removal	Trip	1	1 acre	$23,839.00
		B2	2027 site prep - spray	Trip	1	1 acre	$2,018.78
		B3	2027 Spring - Seeding and stabilization	Trip	1	1 acre	$2,669.48
		B4	2028 – Follow Up Maintenance	Trip	3	1 acre	$8,257.38
						Unit B Total =	$36,784.64
	Unit A (woodland)	A1	2026 - 2028 July – Critical cut	Trip	3	12 acres	$8,941.10
		A2	2026 - 2028 Fall – Spot spray	Trip	3	12 acres	$22,726.19
						Unit A Total =	$31,667.29
	Units C & D (lake shoreline)	CD1	2026 - 2028 July – Critical cut	Trip	3	1.6 acres	$1,192.15
		CD2	2026 - 2028 Fall – Spot spray	Trip	3	1.6 acres	$3,030.16
						Unit C & D Total =	$4,222.31
						Total =	$72,674.24

$27,716.84

East Lake Habitat Restoration Phase II BID ALTERNATES	Unit	Task	Description of Activity	Unit	Quantity	Size	Totals
	Unit B (shoreline) Bid Alternate	B1a	2026 Winter/2027 Spring – Stump Removal	Trip	1	1 acre	$4,463.57
		B1b	Burn	Trip	1	1 acre	$688.99
		B2c	2026 Winter/2027 Spring – Temp stabilization	Trip	1	1 acre	$2,831.60
		B3d	2027 Summer/Fall - Mow	Trip	2	1 acre	$5.504.92
						Unit B Alt Total =	$13,489.08
	Unit A (woodland) Bid Alternate	A1a	Removal of dead downed wood	Trip	1	12 acres	$5,803.61
		A2b	Burn	Trip	1	12 acres	$8,267.87
		A3c	Nitrophilic tree removal	Trip	1	12 acres	$5,803.61
		A4d	Seed area with native grass mix	Trip	2	12 acres	$7,841.76
						Unit A Alt Total =	$27,716.84
	Units C & D (shoreline) Bid Alternate	CD1a	Removal of dead downed wood	Trip	1	1.6 acres	$773.81
		CD2b	Burn	Trip	1	1.6 acres	$1,102.38
		CD3c	Nitrophilic tree removal	Trip	1	1.6 acres	$773.81
		CD4d	Seed area with native grass mix	Trip	2	1.6 acres	$1,045.57
						Unit C&D Alt Total =	$3,695.58

Proposal Total without Bid Alternates $72,674.24

Proposal Total with Bid Alternates $117,052.95

By signing below, you indicate that:

- You are authorized by the company you represent to provide a valid price quote.
- Have read and understand all related documents.
- All information you have or will provide is accurate to the best of your knowledge.
- **All proposed totals above include the accurate highway and heavy prevailing wage rate(s) incorporated for the project region.**
- **Due to grant budgets being built prior to the prevailing wage language change we require all interested parties to submit budgets on all line items listed (not including bid alternates). We reserve the right to negotiate with the awarded bidder to stay within the grant budget. This could be in the form of reduced acres, activities and/or scope.**

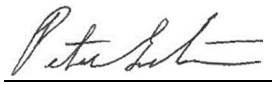
Quote includes work described in the Specifications document as well as the Site Summary and Guidelines document.

Attach Required Items and any optional Additional Items when submitting quote.

Stantec Consulting Services, Inc.
(Firm Name)

Address: 777 Vandalia St

St. Paul, MN 55114

By:  Project Manager
(Signature of Officer) (Title)

Peter Lechnir 763-358-0122
(Print/Type Name of Officer Signing) (Telephone)

Date: 7-27-26
(MM/DD/YY)

FOR THE CITY
(We represent and warrant that we are authorized by law to execute this contract and legally bind the City.)

By: _____
Luke Hellier, Mayor Date of signature

By: _____
Attest Date of signature

_____
Print name

Attachment A: Prevailing Wage

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

In accordance with the aforementioned state statutes, the contractor shall furnish to the City of Lakeville, copies of any or all payrolls not more than 14 days after the end of each pay period.

Here are links to additional information on prevailing wage:

- Minnesota Prevailing Wage Act: Minnesota Statutes 177.41 through 177.44
- Minnesota prevailing-wage rules: Minnesota Rules 5200.1000 through 5200.1120
- Work classification descriptions for laborers: Minnesota Rules 5200.1101
- Work classification descriptions for special crafts: Minnesota Rules 5200.1102
- Definitions of construction types: Minnesota Rules 5200.1010

'Highway and Heavy' prevailing wage rates specific to the county and region of the project site are found on the following pages.

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS

THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

- ANOKA-02
- CARVER-10
- CHISAGO-13
- DAKOTA-19
- HENNEPIN-27
- RAMSEY-62
- SCOTT-70
- WASHINGTON-82

Effective: 2025-11-03 Revised: 2025-12-01

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations on MnDOT highways and road projects should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

All other prevailing wage violations and questions should be sent to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2025-11-03	44.00	26.12	70.12
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2025-11-03	44.00	26.12	70.12
103		2025-11-03	31.66	22.78	54.44

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)				
104	FLAG PERSON	2025-11-03	44.00	26.12	70.12
105	WATCH PERSON	2025-11-03	40.60	25.57	66.17
106	BLASTER	2025-11-03	22.08	6.87	28.95
107	PIPELAYER (WATER, SEWER AND GAS)	2025-11-03	47.50	26.12	73.62
108	TUNNEL MINER	2025-11-03	45.50	26.12	71.62
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2025-11-03	45.50	26.12	71.62
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2025-11-03	44.00	26.12	70.12
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2025-11-03	44.00	26.12	70.12
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS.	2025-11-03	16.28	4.07	20.35

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	SERVICES PROVIDED BY THE CONTRACTOR.				
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2025-11-03	46.25	29.40	75.65
		2026-05-04	47.68	31.00	78.68
202	BOOM TRUCK	2025-11-03	48.96	29.40	78.36
		2026-05-04	50.49	31.00	81.49
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2025-11-03	41.37	29.40	70.77
		2026-05-04	42.60	31.00	73.60
204	OFF-ROAD TRUCK	2025-11-03	46.25	29.40	75.65
		2026-05-04	47.68	31.00	78.68
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2025-11-03	38.90	23.49	62.39

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2		2025-11-03	47.24	29.40	76.64
		2026-05-04	48.71	31.00	79.71
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				

	LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
308		TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
	GROUP 3		2025-11-03	46.61	29.40	76.01
			2026-05-04	48.05	31.00	79.05
309		ASPHALT BITUMINOUS STABILIZER PLANT				
310		CABLEWAY				
311		CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312		DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
	313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314		DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
	315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316		LOCOMOTIVE CRANE OPERATOR				
	317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318		MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319		TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320		TANDEM SCRAPER				
321		TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322		TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
	GROUP 4		2025-11-03	46.25	29.40	75.65
			2026-05-04	47.68	31.00	78.68
323		AIR TRACK ROCK DRILL				
324		AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325		BACKFILLER OPERATOR				
326		CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327		BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
	328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329		BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
	330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331		CHIP HARVESTER AND TREE CUTTER				
	332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333		CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334		CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335		CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336		CURB MACHINE				
337		DIRECTIONAL BORING MACHINE				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
338	DOPE MACHINE (PIPELINE)				
339	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)				
340	DUAL TRACTOR				
341	ELEVATING GRADER				
342	FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)				
343	FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)				
344	FRONT END, SKID STEER OVER 1 TO 5 C YD				
345	GPS REMOTE OPERATING OF EQUIPMENT				
346	HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)				
347	HYDRAULIC TREE PLANTER				
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
351	MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)				
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
353	PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)				
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
355	POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)				
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357	PUGMILL				
358	PUMPCRETE (HIGHWAY AND HEAVY ONLY)				
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360	SCRAPER				
361	SELF-PROPELLED SOIL STABILIZER				
362	SLIP FORM (POWER DRIVEN) (PAVING)				
363	TIE TAMPER AND BALLAST MACHINE				
364	TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)				
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
366	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)				
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368	WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
GROUP 5		2025-11-03	42.77	29.40	72.17
		2026-05-04	44.06	31.00	75.06
369	AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
372	FORM TRENCH DIGGER (POWER)				
373	FRONT END, SKID STEER UP TO 1C YD				
374	GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375	HYDRAULIC LOG SPLITTER				
376	LOADER (BARBER GREENE OR SIMILAR TYPE)				
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378	POWER ACTUATED AUGER AND BORING MACHINE				
379	POWER ACTUATED JACK				
380	PUMP (HIGHWAY AND HEAVY ONLY)				
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384	STUMP CHIPPER AND TREE CHIPPER				
385	TREE FARMER (MACHINE)				
GROUP 6		2025-11-03	41.37	29.40	70.77
		2026-05-04	42.60	31.00	73.60
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388	CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389	DREDGE DECK HAND				
390	FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
392	GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)				
393	LEVER PERSON				
394	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
TRUCK DRIVERS					
GROUP 1		2025-11-03	41.35	24.70	66.05
		2026-05-01	43.29	25.40	68.69
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2		2025-11-03	40.71	24.70	65.41

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2026-05-01	42.63	25.40	68.03
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3		2025-11-03	40.60	24.70	65.30
		2026-05-01	42.51	25.40	67.91
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4		2025-11-03	40.31	24.70	65.01
		2026-05-01	42.21	25.40	67.61
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2025-11-03	47.10	24.40	71.50
702	BOILERMAKERS	2025-11-03	48.35	31.93	80.28
703	BRICKLAYERS	2025-11-03	49.91	28.34	78.25
		2026-05-01	52.91	28.34	81.25
704	CARPENTERS	2025-11-03	47.57	32.17	79.74
		2026-05-01	50.76	32.17	82.93
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
706	CEMENT MASONS	2025-11-03	49.63	27.82	77.45
707	ELECTRICIANS	2025-11-03	59.00	35.79	94.79
		2026-05-01	63.59	35.79	99.38

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
711	GROUND PERSON	2025-11-03	46.41	22.77	69.18
712	IRONWORKERS	2025-11-03	46.35	37.86	84.21
		2026-05-03	49.50	37.86	87.36
713	LINEMAN	2025-11-03	59.36	26.71	86.07
714	MILLWRIGHT	2025-11-03	42.95	37.81	80.76
		2026-05-01	46.15	37.81	83.96
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2025-11-03	48.00	29.09	77.09
		2026-05-04	50.50	29.09	79.59
716	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2025-11-03	47.71	31.98	79.69
		2026-05-01	50.90	31.98	82.88
717	PIPEFITTERS . STEAMFITTERS	2025-11-03	56.24	39.30	95.54
		2026-05-01	61.24	39.30	100.54
719	PLUMBERS	2025-11-03	61.28	31.52	92.80
721	SHEET METAL WORKERS	2025-11-03	56.71	35.82	92.53
		2026-05-01	60.96	35.82	96.78
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
724	TILE SETTERS	2025-11-03	34.76	23.29	58.05
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2025-11-03	51.07	24.02	75.09
		2026-07-01	54.44	24.02	78.46
728	WIRING SYSTEMS INSTALLER	2025-11-03	35.78	18.73	54.51

729	ASBESTOS ABATEMENT WORKER	2025-11-03	41.23	25.99	67.22
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL			

Certified payroll form – Minnesota Department of Labor and Industry

This is actually two prevailing-wage forms in one: the *Certified payroll* form; and the *Statement of compliance* form. The contractor shall furnish these completed forms every two weeks to the contracting authority. Copies of these forms are available online at www.dli.mn.gov/business/employment-practices/prevailing-wage-contracting-agencies.

All payrolls must be certified by attaching – to each report – a completed and executed Statement of Compliance form.

Name of contractor								Prime contractor name															
Address and telephone number								Address and telephone number															
Contract or grant name and number				Pay period end date					Project name and location												Payroll #		
1	**2**	**3**	**4**	**5 Day of week and date (MM/DD)**							**6**	**7**	**8**	**9**	**10**								**11**
Employee name, address and identifying number (**Do not** provide a Social Security number.)	# of exemp-tions	Labor code and ---------- - classification title	OT and ST	Su	M	T	W	Th	F	S	Total hrs, this job	Hrly. rates of pay	Gross amt. earned this job	Gross amt. earned this pay period	FICA	Fed. tax	State tax	Other (specify)	Other (specify)	Total deductions	Total net wages paid
				Hours worked each day																			
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*Pursuant to the Minnesota Government Data Practices Act, all of the data provided hereunder is public data, which is available to anyone upon request. **Do not** provide any confidential data, such as Social Security numbers, in part or whole, on this form. This data is collected pursuant to Minnesota Statutes §§ 177.30, subdivision 4, and 177.43, subd. 3. If you have questions about the prevailing-wage laws, contact the Minnesota Department of Labor and Industry at 443 Lafayette Road N., St. Paul, MN 55155, 651-284-5091 or 800-342-5354. The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution under state and/or federal law.

Statement of compliance – Minnesota Department of Labor and Industry

Report number	State project name and location	Date	
Contracting authority	Project	General contractor	
Contractor	Phone number	Contract or grant name and number	
Address	City	State	ZIP code
Type of work			

(Complete as described on solicitation documents.)

Statement with respect to compliance and wages paid

I,___ do hereby state:

(Name of signatory party) (Title of owner or officer)

(1) That I pay or supervise the payment of the persons employed by _____ on said contract; that during the payroll period commencing on the day of_____ of the year_____, and ending the_____day of_____of the year_____, there were employees performing work on said contract. That all persons performing work under said contract are listed on the payroll and have been paid the full prevailing wages for all hours worked under said contract, that no rebates and or deductions have or will be made either directly or indirectly to or on behalf of said_____(contractor) from the full wages earned by any person, other than permissible deductions as defined in Minnesota Statutes §§ 177.24, subd. 4, 181.06 and 181.79, issued by the commissioner of the Minnesota Department of Labor and Industry and described below.

Description of legal deductions

_____

_____

(2) That the payroll submitted under said contract is complete and accurate; that the wage rate(s) of the laborer(s), mechanic(s) and worker(s) performing work under said contract is (are) paid according to the wage determination(s) and labor provisions incorporated in said contract and according to applicable laws; that wages paid to laborer(s) mechanic(s) and worker(s) performing work under said contract is at least the prevailing-wage rate for the most similar classification of labor performed as defined under applicable law; and that the laborer(s), mechanic(s) and worker(s) performing work under said contract is (are) paid for all hours in excess of the prevailing hours at a rate of at least one-and-one-half times the applicable base rate of pay.

(3) That any apprentices employed during said payroll period are duly registered in a bona fide apprenticeship program registered with the Minnesota Department of Labor and Industry or are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) Where fringe benefits are paid to any approved plans, funds or programs –

☐ in addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed on said payroll, payments to current, bona fide fringe benefit programs as set forth in paragraph 4(d), have been or will be made to the program's administrators as set forth in paragraph 4(e) for the benefit of said employees, except as noted in Section 4(c).

(b) Where fringe benefits are paid in cash to all employees –

☐ each laborer, worker or mechanic listed on said payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic rate plus the fringe rate as listed in the appropriate wage determination incorporated into said contract.

Note: Fringe benefit Sections C, D and E, and the signature block are on the next page.

(c) Exceptions

Employee name	Classification/occupation	Explanation

(d) Benefit program information in dollars contributed per hour (must be completed if 4(a) is checked)

Program title, classification title or individual employees	Health/ welfare	Vacation/ holiday	Apprenticeship training	Pension	Other, include title
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$

(e) Benefit program information (must be completed if 4(a) is checked)

Name and address of fringe benefit fund, plan or program administrator	Benefit account number	Third-party trustee and/or contact person	Telephone number

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution under federal and/or state law.

Name and title of owner or officer	Signature

As a representative of the contractor submitting the payroll identified above, I hereby certify the payroll is true and correct to the best of my knowledge.

Note: For information about this form, submission of payroll records or copies of the laws stated above, contact the Minnesota Department of Labor and Industry at 443 Lafayette Road N., St. Paul, MN 55155, 651-284-5091 or 800-342-5354.

Attachment B: Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. _____

Federal Project No. _____

State of Minnesota _____)

) ss

County of Dakota)

I, Peter Lechnir, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of

Stantec Consulting Services, Inc.
(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____
(bidder or his authorized representative)

Date: 8/3/2026

20010 Hamburg Avenue – Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow accessory buildings to exceed the 1,250 gross square feet maximum and adopt the findings of fact.

Overview

Pinnacle Family Homes, on behalf of Fernando Mellado-Barboza 20010 Hamburg Avenue, has applied for a conditional use permit to allow the gross square feet of accessory building space to exceed the 1,250 square foot maximum allowed in the RST-2, Single Two-Family Residential District. The property is 9.98 acres in area and includes a single-family home with an attached garage and a 4,588 square foot detached accessory building which was built in the early 1980s. The applicant intends to demolish the existing single-family home and construct a new home on the property. The proposed attached garage is 1,257 square feet, which when combined with the existing detached accessory structure, the property will have 5,845 square feet of accessory space. City Code Section 11-18-9.D. allows accessory building square footage to exceed the maximum allowed by a conditional use permit.

The Planning Commission held a public hearing on the CUP application at its July 23, 2026 meeting and unanimously recommended approval. There was no public comment.

Supporting Information

1. CUP & FIndings of Fact
2. PC Minutes & Planning Report

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Home for All Ages and Stages of Life
Report Completed by: Kris Jenson, Planning Manager

(*Reserved for Dakota County Recording Information*)

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 26-_____

20010 HAMBURG AVENUE

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit to allow accessory buildings to exceed 1,250 gross square feet in the RST-2, Single and Two-Family Residential District.

2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

   See Exhibit A

3. Conditions. This conditional use permit is issued subject to the following conditions:

   a) The four-car garage shall be constructed in the location identified on the site plan approved with this conditional use permit.

   b) The accessory buildings shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.

   c) No commercial activity, storage of commercial equipment or use as a dwelling shall take place within any accessory building on the property. Commercial storage or storage for third parties is also not permitted.

   d) A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.

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

DATED: August 3, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Taylor Snider, Deputy Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this **3rd** day of **August 2026** by Luke M. Hellier, Mayor and by Taylor Snider, Deputy 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

EXHIBIT A

That part of the NW ¼ of the NE ¼ of Section 28, Township 114, Range 20, Dakota County, Minnesota, described as follows:

Beginning at the northwest corner of the NE ¼ of said Section 28; thence Easterly on the north line of said NE ¼ a distance of 658.20 feet to the west line of the East 1980 feet of the NE ¼ of said Section 28; thence Southerly on said west line of the east 1980 feet a distance of.660.02 feet to the south line of the North 660 feet of said NE ¼; thence Westerly on said south line of the North 660 feet a distance of 3.05 feet to the west line of the east 1983.05 feet of said NE ¼; thence Southerly on said west line of the east 1983.05 feet a distance of·377.65 feet to a point 280.90 feet Northerly of the intersection of said west line of the east 1983.05 feet with the south line of said NW ¼ of the NE ¼; thence Northwesterly a distance of 652.47 feet to a point on the east line of the west 208.71 feet of said NE ¼ distance 760.90 feet Northerly of the intersection of said east line of the west 208.71 feet with the south line of said NW ¼ of the NE ¼; thence Northerly on said east line of the west 208.71 feet a distance of 184.98 feet to a point on a line parallel with the south line of said NW ¼ of the NE ¼ distant 945.88 feet Northerly of said south line of the NW ¼ of the NE ¼ as measured along a line parallel with the west line of said NE ¼; thence Westerly parallel with the south line of said NW ¼ of the NE ¼ a distance of 208.71 feet to the west line of said NE ¼; thence. Northerly on said west line a distance of 372.40 feet to the point of beginning.

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT
20010 Hamburg Avenue

FINDINGS OF FACT AND DECISION

On July 23, 2026 the Lakeville Planning Commission met at its regularly scheduled meeting to consider a conditional use permit to allow the total accessory building area to be greater than 1,250 square feet in the RST-2, Single and Two-Family Residential District on property located at 20010 Hamburg Avenue. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present, and the Planning Commission heard testimony from all interested persons wishing to speak.

Now therefore, the Lakeville City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is currently zoned RST-2, Single and Two-Family Residential District.
2. The property is located in Planning District No. 5 of the 2040 Comprehensive Plan, which guides the property for single family residential use and is located in the Low-Density Residential District of the Comprehensive Plan.
3. The legal description of the property is attached as Exhibit A.
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.

   The proposed attached four-car garage on the 9.98 acre property is consistent with the RST-2 District zoning of the property and District 5 recommendations of the 2040 Comprehensive Plan.

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

   Provided compliance with the conditional use permit, the attached four-car garage will be compatible with existing and future land uses in the area.

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

Provided compliance with the conditional use permit, the attached four-car garage will conform with 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.

The subject property is within the current MUSA but is not served by existing public services. The proposed garage addition will have no impact on the City's service capacity.

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

The proposed attached four-car garage will not overburden the streets serving the property.

5. The report dated July 16, 2026, prepared by Kris Jenson, Planning Manager is incorporated herein.

DECISION

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

DATED: August 3, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Taylor Snider, Deputy Clerk

EXHIBIT A

That part of the NW ¼ of the NE ¼ of Section 28, Township 114, Range 20, Dakota County, Minnesota, described as follows:

Beginning at the northwest corner of the NE ¼ of said Section 28; thence Easterly on the north line of said NE ¼ a distance of 658.20 feet to the west line of the East 1980 feet of the NE ¼ of said Section 28; thence Southerly on said west line of the east 1980 feet a distance of.660.02 feet to the south line of the North 660 feet of said NE ¼; thence Westerly on said south line of the North 660 feet a distance of 3.05 feet to the west line of the east 1983.05 feet of said NE ¼; thence Southerly on said west line of the east 1983.05 feet a distance of·377.65 feet to a point 280.90 feet Northerly of the intersection of said west line of the east 1983.05 feet with the south line of said NW ¼ of the NE ¼; thence Northwesterly a distance of 652.47 feet to a point on the east line of the west 208.71 feet of said NE ¼ distance 760.90 feet Northerly of the intersection of said east line of the west 208.71 feet with the south line of said NW ¼ of the NE ¼; thence Northerly on said east line of the west 208.71 feet a distance of 184.98 feet to a point on a line parallel with the south line of said NW ¼ of the NE ¼ distant 945.88 feet Northerly of said south line of the NW ¼ of the NE ¼ as measured along a line parallel with the west line of said NE ¼; thence Westerly parallel with the south line of said NW ¼ of the NE ¼ a distance of 208.71 feet to the west line of said NE ¼; thence. Northerly on said west line a distance of 372.40 feet to the point of beginning.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission:

- Commissioner Traffas – Overall thought that the proposed requirements for testing of water, power and noise are all good additions and suggested adding an economic impact statement for data centers as well.

Mr. Licht stated that the City could request that information; the City's regulations primarily pertain to land use and infrastructure impacts. The economic impact would be considered separate from the proposed zoning amendments but agreed that it would be good information to have.

Commissioner Kaluza expressed his appreciation for staff and the consultant's efforts on updating the City Code. Kaluza shared historical insight into the process and indicated that the City Code is a living document that can be updated to ensure the best possible practices are put forward.

Mr. Licht touched on data centers and indicated that the City Code pertaining to them would continue to change. The proposed amendments are a starting point and may change as new information and regulations become available. Mr. Licht shared more on how some resources that will be impacted by the construction of data centers are regulated regionally.

Motion was made by Swaney, seconded by Tinsley to recommend to City Council approval of Amendments to Title 10 (Subdivision) and Title 11 (Zoning) of the City Code.

Ayes: Kaluza, Swaney, Tinsley, Traffas, Zimmer

Nays: 0

5b. 20010 Hamburg Avenue

Chair Zimmer opened the public hearing to consider the application of Pinnacle Family Homes on behalf of Fernando Mellado-Barboza for a conditional use permit to allow the maximum combined accessory building square footage to exceed 1,250 gross square feet in the RST-2, Single Family Residential District.

Rod Just representing Pinnacle Family Homes gave a brief overview of the project. The current homeowner plans to to raze his home and build a new one on his 10-acre plot. Due to a large accessory structure on site, construction of the proposed attached garage requires a CUP due to the maximum accessory storage area permitted in the RST-2 District.

Planning Manager Kris Jenson presented the staff report. At the time that the home and accessory structure was constructed, the Zoning Ordinance allowed the construction of both. When zoning districts were updated after the adoption of the 2040 Comprehensive Plan, the property was rezoned to RST-2 District, which allows for a maximum of 1,250 square feet of accessory storage area. Construction of the new attached garage space in addition to the existing accessory structure triggers the need for a CUP.

DRAFT

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

Chair Zimmer opened the hearing for public comment.

There was no public comment.

Motion was made by Traffas, seconded by Swaney to close the public hearing at 6:37 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission:

- There were no additional comments or questions from the commission.

Motion was made by Traffas, seconded by Kaluza to recommend to City Council approval of a Conditional Use Permit to allow accessory building square footage to exceed 1,250 square feet in the RST-2, Single and Two Family Residential District and the findings of fact, subject to the following stipulations:

1. The garage shall be constructed in the location identified on the site plan approved with this conditional use permit.
2. The accessory buildings shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
3. No commercial activity, storage of commercial equipment or use as a dwelling shall take place within any accessory building on the property. Commercial storage or storage for third parties is not permitted.
4. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

Ayes: Kaluza, Swaney, Tinsley, Traffas, Zimmer

Nays: 0

5c. Interim Use Permit to allow a single-family dwelling at 20975 Howland Avenue

Chair Zimmer opened the public hearing to consider the application of Ken Pitcher for an interim use permit to allow a single-family dwelling in the RH-CBD, High Density Residential District-Central Business District.

The applicant was not in attendance, Planning Manager Kris Jenson presented the staff report. The applicant is request an interim use permit for a single family home in the RH-CBD District. Granting the IUP will allow the applicant to construct an addition to his home. Because the request is for an IUP, it includes a stipulation that the IUP will terminate when the property redevelops to another permitted or conditional use of the RH-CBD District.

Chair Zimmer opened the hearing for public comment.

DRAFT

City of Lakeville
Community Development

Memorandum

To: Planning Commission

From: Kris Jenson, Planning Manager

Date: July 16, 2026

Subject: Packet Material for the July 23, 2026 Planning Commission Meeting

Agenda Item: 20010 Hamburg Avenue - Conditional Use Permit

Application Action Deadline: August 29, 2026

INTRODUCTION

Pinnacle Family Homes, on behalf of Fernando Mellado-Barboza 20010 Hamburg Avenue has applied for a conditional use permit (CUP) to allow the gross square feet of accessory building space to exceed the 1,250 gross square feet allowed in the RST-2, Single and Two-Family Family Residential District. The property is 9.98 acres and includes a single-family home with an attached garage and a 4,588 square foot detached accessory building, which was constructed sometime in the early 1980s.

The applicant intends to demolish the existing single family home and construct a new home on the property. The proposed home and attached garage will be roughly the same location as the current home. The proposed attached garage is 1,257 square feet, which when combined with the existing detached accessory structure the property will have 5,845 square feet of accessory space. City Code Section 11-18-9.D. allows accessory building square footage to exceed the maximum allowed by conditional use permit.

The following exhibits are attached for your review:

A. Location Map
B. Zoning Map
C. Site Survey

SITE ANALYSIS

Consistency with the Comprehensive Plan. The property's single family land use is an allowed use within the low/medium density residential land use identified on the 2040 Land Use Plan and Planning District 4 recommendations of the 2040 Comprehensive Plan.

Existing Conditions. A single-family home was constructed on the property in 1982 and the detached accessory building was likely built around the same time. Despite being zoned for residential uses since the early 1980s, the property was not brought into the MUSA until the adoption of the 2040 Comprehensive Plan, meaning that the site was allowed to follow agricultural standards. The existing home and attached garage on site will be demolished prior to the construction of the new home and garage. The detached accessory structure will remain on site.

Adjacent Land Uses. The subject property is zoned RST-2, Single and Two-Family Residential District. Properties to the east and west have been developed for single family homes while the areas to the north and south remain large-lot single family parcels. See Exhibit B for the zoning districts in the area of the subject property.

Setbacks. The following minimum RST-2 District building setback requirements pertain to the proposed new home:

Front Yard: 20 feet for principal building, 25 feet for garage face
Rear Yard: 30 feet
Side Yards: 7 feet for interior side, 20 feet for corner side

The proposed home location meets the RST-2 District setback requirements.

Accessory Building Use. The existing and proposed accessory storage spaces are for the personal use of the property owner. A stipulation of the CUP will be that no commercial or home occupation activities are conducted within the attached garage or the detached accessory structure and that the building shall not be used for storage of commercial vehicles or for rental purposes.

Driveway Surfacing. The current driveway to the home is paved, incompliance with code requirements. Any changes to the driveway to provide access to the new attached garage must also be hard surfaced. There is a short driveway segment to the existing detached accessory structure that is currently gravel. Because there are no changes proposed to that structure as a part of this CUP request, that segment of the driveway is permitted to remain as is.

CONDITIONAL USE PERMIT ANALYSIS

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

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

Construction of a four-car garage (1,257 square feet) is in scale with the planned new home (4,303 square feet) for the site, particularly given that the parcel is nearly 10 acres in size. Properties in the RST-2 District are allowed combined accessory buildings totaling 1,250 square feet unless a conditional use permit is approved to exceed that amount.

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

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

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

An attached garage is a typical part of a single-family home in the urban service area and the size is in proportion to the size of the proposed home.

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

N/A; the proposed accessory building will be attached to the existing single-family home.

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

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

RECOMMENDATION

Community Development Department staff recommends approval of the conditional use permit to allow accessory structures greater than 1,250 square

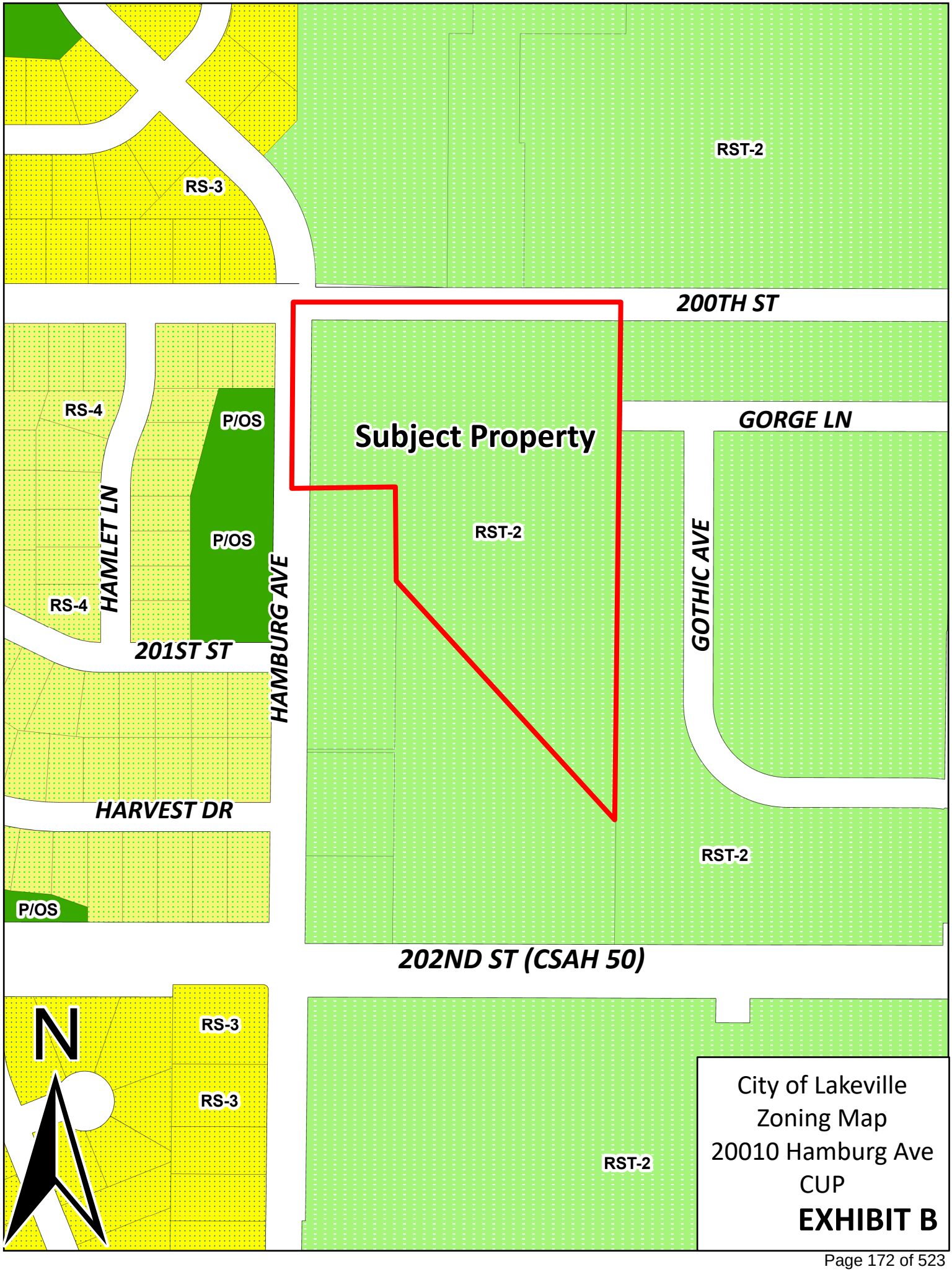
feet in the RST-2 District located at 20010 Hamburg Avenue, subject to the following stipulations:

1. The garage shall be constructed in the location identified on the site plan approved with this conditional use permit.
2. The accessory buildings shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
3. No commercial activity, storage of commercial equipment or use as a dwelling shall take place within any accessory building on the property. Commercial storage or storage for third parties is not permitted.
4. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

Findings of Fact are attached for consideration.

City of Lakeville
Location Map
20010 Hamburg Ave
CUP

EXHIBIT A


RST-2
RS-3
200TH ST
Subject Property
RS-4
P/OS
GORGE LN
HAMLET LN
P/OS
RST-2
GOTHIC AVE
RS-4
201ST ST
HAMBURG AVE
HARVEST DR
RST-2
P/OS
202ND ST (CSAH 50)
N
RS-3
RS-3
RST-2
City of Lakeville
Zoning Map
20010 Hamburg Ave
CUP
EXHIBIT B

50 0 50

SCALE IN FEET

LEGAL DESCRIPTION:

That part of the NW 1/4 of the NE 1/4 of Section 28, Township 114, Range 20, Dakota County, Minnesota, described as follows:

Beginning at the northwest corner of the NE 1/4 of said Section 28; thence easterly on the north line of said NE 1/4 a distance of 658.20 feet to the west line of the east 1980 feet of the NE 1/4 of said Section 28; thence southerly on said west line of the east 1980 feet a distance of 660.02 feet to the south line of the north 660 feet of said NE 1/4; thence westerly on said south line of the north 660 feet a distance of 3.05 feet to the west line of the east 1983.05 feet of said NE 1/4; thence southerly on said west line of the east 1983.05 feet a distance of 377.65 feet to a point 280.90 feet northerly of the intersection of said west line of the east 1983.05 feet with the south line of said NW 1/4 of the NE 1/4; thence northwesterly a distance of 652.47 feet to a point on the east line of the west 208.71 feet of said NE 1/4 distance 760.90 feet northerly of the intersection of said east line of the west 208.71 feet with the south line of said NW 1/4 of the NE 1/4; thence northerly on said east line of the west 208.71 feet a distance of 184.98 feet to a point on a line parallel with the south line of said NW 1/4 of the NE 1/4 distant 945.88 feet northerly of said south line of the NW 1/4 of the NE 1/4 as measured along a line parallel with the west line of said NE 1/4; thence westerly parallel with the south line of said NW 1/4 of the NE 1/4 a distance of 208.71 feet to the west line of said NE 1/4; thence northerly on said west line a distance of 372.40 feet to the point of beginning, Dakota County, Minnesota

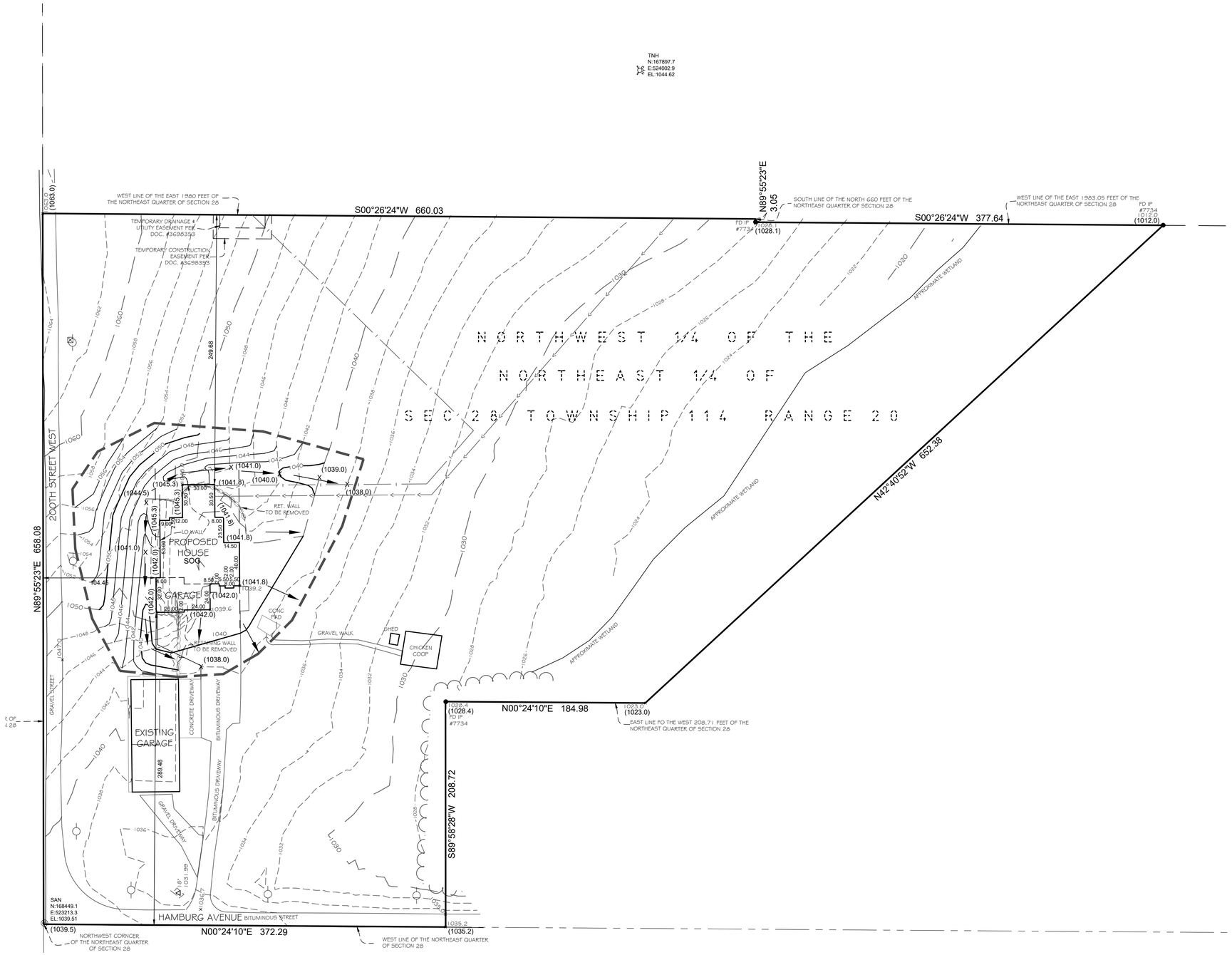
LOT SIZE: 10.00 ACRES

(1042.0) = TOP OF GARAGE FOUNDATION ELEVATION
(1042.3) = TOP OF FOUNDATION ELEVATION
(1042.3) = TOP OF SLAB FOUNDATION
(1045.8) = TOP OF LOOKOUT WALL

BENCHMARK: TNH @ L4 & L5, B2, OF RESERVE AT CEDAR CREEK ELEV=1044.65

ZONING = RST-2
FY - 20' HOUSE, 25' GARAGE
SY - 7' INTERIOR, 20' CORNER
RY - 30'
SY BUFFER - 30'
RY BUFFER - 50'

LOT AREA : 435,493 SQ. FT.
HOUSE AREA : 6,402 SQ. FT.
PORCH AREA : 74 SQ. FT.
EXISTING GARAGE AREA : 4588 SQ. FT.
TOTAL BUILDING COVERAGE : 11,043 SQ. FT. (2.5%)



LEGEND

000.0 DENOTES EXISTING ELEVATION
(000.0) DENOTES PROPOSED ELEVATION
000.0 DENOTES AS BUILT ELEVATION
DENOTES DIRECTION OF SURFACE DRAINAGE
DENOTES IRON MONUMENT FOUND
DENOTES IRON MONUMENT SET
DENOTES WOOD HUB
DENOTES NAIL
DENOTES EXISTING UTILITY BOX
DENOTES EXISTING POWER POLE
DENOTES EXISTING LIGHT POLE
DENOTES EXISTING STORM MANHOLE
DENOTES EXISTING CATCH BASIN
DENOTES EXISTING F.E.S.
DENOTES EXISTING HYDRANT
DENOTES EXISTING SERVICE OR CLEANOUT
DENOTES EXISTING SANITARY MANHOLE
DENOTES EXISTING CONSERVATION POST OR WET LAND BUFFER POST
6" TREE 000.0 DENOTES EXISTING TREE
DENOTES EXISTING RETAINING WALL
DENOTES PROPOSED RETAINING WALL
DENOTES EXISTING TREELINE
DENOTES EXISTING FENCE

1. No specific soils investigation has been performed on this lot by the surveyor. The suitability of the soils to support the specific house is not the responsibility of the surveyor.
2. No title information was provided for this survey. This survey does not purport to show all easements of record.
3. See architectural plans for final building dimensions.

EXHIBIT C

PROBE ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS, PLANNERS and LAND SURVEYORS
1000 EAST 146th ST., STE. 240, BURNSVILLE, MN 55337 PH (952)432-3000

I hereby certify that this is a true and correct representation of a tract as shown and described hereon. As 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.

Russell P Damlo

RUSSELL P. DAMLO Minn. Reg. No. 19086

12/30/2025
Date

REVISIONS:
6/9/2026: CITY COMMENTS
6/18/2026: TNH ADDED

CERTIFICATE OF SURVEY

PREPARED FOR:
PINNACLE FAMILY HOMES

PROJECT NO. 18990.10
ADDRESS: 20010 HAMBURG AVENUE
LAKEVILLE, MN
BUYERS:

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

MELLADO-BARBOZA CONDITIONAL USE PERMIT

FINDINGS OF FACT AND RECOMMENDATION

On July 23, 2026 the Lakeville Planning Commission met at it's regularly scheduled meeting to consider a conditional use permit to allow total accessory building area greater than 1,250 square feet in the RST-2, Single and Two-Family Residential District on property located at 20010 Hamburg Avenue. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak.

1. The property is currently zoned RST-2, Single and Two-Family Residential District.
2. The property is located in Planning District No. 5 of the 2040 Comprehensive Plan, which guides the property for low density residential uses.
3. The legal description of the property is attached as Exhibit A.
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.

      The proposed attached four-car garage on the 9.98 acre property are consistent with the RST-2 District zoning of the property and District 5 recommendations of the 2040 Comprehensive Plan.
   b. The proposed use is or will be compatible with present and future land uses of the area.

Provided compliance with the conditional use permit, the attached four-car garage will be compatible with existing and future land uses in the area.

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

   Provided compliance with the conditional use permit, the attached four-car garage will conform with 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.

   The subject property is within the current MUSA but is not served by existing public services.

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

   The attached four-car garage will not overburden the streets serving the property.

5. The planning report, dated July 16, 2026, prepared by Planning Manager Kris Jenson is incorporated herein.

   The Planning Commission recommends that the City Council approve the conditional use permit conditioned upon compliance with the planning report prepared by Planning Manager Kris Jenson dated July 16, 2026.

DATED: July 23, 2026

LAKEVILLE PLANNING COMMISSION

BY: _____

Christine Zimmer, Chair

EXHIBIT A

That part of the NW ¼ of the NE ¼ of Section 28, Township 114, Range 20, Dakota County, Minnesota, described as follows:

Beginning at the northwest corner of the NE ¼ of said Section 28; thence Easterly on the north line of said NE ¼ a distance of 658.20 feet to the west line of the East 1980 feet of the NE ¼ of said Section 28; thence Southerly on said west line of the east 1980 feet a distance of.660.02 feet to the south line of the North 660 feet of said NE ¼; thence Westerly on said south line of the North 660 feet a distance of 3.05 feet to the west line of the east 1983.05 feet of said NE ¼; thence Southerly on said west line of the east 1983.05 feet a distance of·377.65 feet to a point 280.90 feet Northerly of the intersection of said west line of the east 1983.05 feet with the south line of said NW ¼ of the NE ¼; thence Northwesterly a distance of 652.47 feet to a point on the east line of the west 208.71 feet of said NE ¼ distance 760.90 feet Northerly of the intersection of said east line of the west 208.71 feet with the south line of said NW ¼ of the NE ¼; thence Northerly on said east line of the west 208.71 feet a distance of 184.98 feet to a point on a line parallel with the south line of said NW ¼ of the NE ¼ distant 945.88 feet Northerly of said south line of the NW ¼ of the NE ¼ as measured along a line parallel with the west line of said NE ¼; thence Westerly parallel with the south line of said NW ¼ of the NE ¼ a distance of 208.71 feet to the west line of said NE ¼; thence. Northerly on said west line a distance of 372.40 feet to the point of beginning.

Date: 8/3/2026

Interstate South Logistics Park Fourth Addition Final Plat

Proposed Action
Staff recommends adoption of the following motion: Move to approve a resolution approving the Interstate South Logistics Park Fourth Addition final plat.

Overview
Scannell Properties #496, LLC has prepared plans for a final plat for Interstate South Logistics Park Fourth Addition, which proposes two industrial lots and one outlot on 37.9 acres located south of 215th Street (CSAH 70) and east of Jacquard Avenue. The City Council approved the preliminary plat and CUP for additional parking on Lot 1, Block 1 for the development of a Dominos distribution facility on May 18, 2026. Development plans for Lot 1, Block 1 will be brought forward for consideration under a separate application.

Supporting Information
1. Final Plat Resolution
2. Signed Development Contract
3. Signed Stormwater Maintenance Agreement
4. July 6, 2026 Planning & Engineering reports

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

(Reserved for Dakota County Recording Information)

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 26-_____

RESOLUTION APPROVING THE INTERSTATE SOUTH LOGISTICS PARK FOURTH ADDITION FINAL PLAT

WHEREAS, the owner of the property described as **INTERSTATE SOUTH LOGISTICS PARK FOURTH ADDITION** has requested final plat approval; and

WHEREAS, the preliminary plat was reviewed by the Planning Commission and approved by the City Council; and

WHEREAS, the final plat is consistent with the preliminary plat; and

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. The **INTERSTATE SOUTH LOGISTICS PARK FOURTH ADDITION** final plat is approved subject to the development contract, stormwater maintenance agreement, and security requirements and recording the agreements simultaneously with the plat.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars, development contract, stormwater maintenance agreement, and all other documents required pursuant to the development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 3rd day of August 2026.

CITY OF LAKEVILLE

_____
Luke M. Hellier, Mayor

ATTEST:

_____
Taylor Snider, Deputy 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 **3rd** day of **August 2026** as shown by the minutes of said meeting in my possession.

_____
Taylor Snider, Deputy City Clerk

(SEAL)

Drafted By:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

INTERSTATE SOUTH LOGISTICS PARK FOURTH ADDITION

CONTRACT dated _____, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **SCANNELL PROPERTIES #496, LLC**, an Indiana limited liability company (the "Developer").

1. REQUEST FOR PLAT AND SITE PLAN APPROVAL. The Developer has asked the City to approve a site plan and a plat for ***INTERSTATE SOUTH LOGISTICS PARK FOURTH 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 SITE PLAN AND PLAT APPROVAL. The City hereby approves the site plan and plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 180 days after the City Council approves the final plat.

3. RIGHT TO PROCEED. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been approved by the City Engineer following approval of a preliminary plat by the City Council, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the necessary insurance for the Developer and its construction contractors has been received by the City, and 4) the plat has been filed with the Dakota County Recorder or Registrar of Titles' office.

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

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

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

Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, B, C, and F the plans may be prepared, subject to the City Engineer's approval, after entering the Contract, but before commencement of any work in the plat. The City Engineer may approve minor amendments to Plan B without City Council approval. The erosion control plan may also be approved by the Dakota County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A - Plat

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

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

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

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Street Lights

E. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control

F. Underground Utilities

G. Setting of Iron Monuments

H. Surveying and Staking

I. Sidewalks and Trails

J. Retaining Walls

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

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

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

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

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

11. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2027 (subject to extension due to events of Force Majeure), with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted or extended due to event of Force Majeure, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer. "Force Majeure" means acts of God and other matters beyond Developer's reasonable control, including but not limited to, floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather

conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, fires or explosions, and labor disputes and material shortages.

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

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

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The SWPPP has been reviewed by the city and revisions are needed prior to any grading on the site. The SWPPP will need to be submitted and approved by City staff prior to start of any activity on the site. Changes made throughout construction should be documented in the SWPPP.

Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures require shall be installed and maintained by the Developer.

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

$200,000.00 Project Grading Cost Interstate South Logistics Park Fourth Addition	x 2% MS4 Admin Fee	= $4,000.00 MS4 Admin Fee Interstate South Logistics Park Fourth 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 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 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 security. 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.

Interstate South Logistics Park Fourth Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required by 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.

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 AND CONSTRUCTION OBSERVATION

The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be three percent (3%) of construction costs identified in the Summary of Security Requirements if using a letter of credit, assuming normal construction and project scheduling. The Developer shall pay for construction observation performed by the City's in-house engineering staff or consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on hourly rates estimated to be five percent (5%) of the estimated construction cost.

19. STORM SEWER. The Developer shall construct one privately owned and maintained dry detention basin and two privately owned and maintained wet detention basins located on Lot 1, Block 2, that will treat runoff generated from the proposed subdivision. The Developer shall enter into a private stormwater maintenance agreement with the City for the detention basins in a recordable form approved by the City prior to City Council consideration of the final plat.

Drain tile construction is required in areas of non-granular soils within the development for the street sub-cuts and lots. Any additional drain tile construction, including perimeter drain tile required for building footings, which is deemed necessary during construction shall be the Developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent parcel and must be paid with the final plat as follows:

Storm Sewer Charge Summary

Gross Area of Interstate South Logistics Park Fourth Addition	1,651,126.60 s.f.
Less Area of Outlot A (Future Development)	(-) 910,240.56 s.f.
Total Storm Sewer Charge Area	740,886.04 s.f.

740,886.04 s.f. Net Area Interstate South Logistics Park Fourth Addition	x $0.250/s.f. 2026 Unit Rate	= $185,221.51 Storm Sewer Charge Interstate South Logistics Park Fourth Addition

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

20. SANITARY SEWER. Interstate South Logistics Park Fourth Addition is located within sub-district SC-10180 and SC-10410 of the South Creek sanitary sewer district as identified in the City's Comprehensive Sewer Plan. The wastewater from the proposed site will be conveyed by City-owned sanitary sewer facilities to the Elko/New Market interceptor and then to the Empire Wastewater Treatment Plant. The existing City-owned downstream facilities are adequate to convey the wastewater generated by the proposed development.

The Developer shall extend a private sanitary sewer service from the sanitary sewer within 217th Street for development within Lot 1, Block 2, Interstate South Logistics Park Fourth Addition.

The Sanitary Sewer Availability Charge must be paid by the Developer with the building permit application.

Final locations and sizes of all sanitary sewer facilities will be reviewed by City staff with the final plat, building permit application and final construction plans.

21. WATERMAIN. The Developer shall extend private watermain from an existing stub along 217th Street to provide domestic and fire suppression service for the development.

The Developer must pay the Lateral Watermain Access Charge for the 12-inch watermain along 215th Street that was installed with City Project 20-05, calculated as follows:

904.17 ft. Applicable Front Footage of Interstate South Logistics Park Fourth Addition	x $48.00/f.f. 2026 Non-Residential Charge Per Front Foot	= $43,400.16 Lateral Watermain Access Charge Interstate South Logistics Park Fourth Addition

Final locations and sizes of all watermain facilities will be reviewed by City staff with the building permit application and final construction plans.

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

23. OVERHEAD LINES. Great River Energy (GRE) owns an existing electric transmission line along 215th Street. This transmission line is a high voltage line and is not required to be buried.

24. PARKS, TRAILS, AND SIDEWALKS. Development includes the grading and restoration of public trails. Bituminous trails will be constructed along the south side of 215th Street (CSAH 70) (10-foot wide) with a future City and County Capital Improvement project. The Developer will be responsible for 100% of the grading and restoration for the trail segment along the plat's frontage.

The Park Dedication Fee has not been collected on the parent parcels and shall be satisfied through a cash contribution with the final plat, calculated as follows:

(4.28 acres	+ 12.72 acres)	x $5,783.00	= $98,311.00

Area of Lot 1, Block 1 Interstate South Logistics Park Fourth Addition	Area of Lot 1, Block 2 Interstate South Logistics Park Fourth Addition	2026 Industrial Park Dedication Rate	Park Dedication Requirement

The remainder of the Park Dedication Fee for Outlot A must be paid at the time it is final platted.

25. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee for one-year of streetlight operating expenses at the time of final plat approval, calculated as follows:

904.17 ft	x $0.2974/front foot/qtr	x 4 qtrs/yr	=	$1,075.60
Applicable Front Footage Interstate South Logistics Park Fourth Addition	Streetlight Operating Fee			Total

26. ENVIRONMENTAL RESOURCES EXPENSES. The Developer shall pay a cash fee for one-year of environmental resources expenses at the time of final plat approval, calculated as follows:

(4.28 acres	+ 12.72 acres)	x $64.00/unit/year	x 4.2	= $4,569.60
Area of Lot 1, Block 1 Interstate South Logistics Park Fourth Addition	Area of Lot 1, Block 2 Interstate South Logistics Park Fourth Addition	Environmental Resources Fee	Utility Factor	Total

27. LANDSCAPING. Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a $135,950.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

The Developer shall submit an as-planted landscape plan to the City prior to any landscape inspections taking place. All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed.

28. TREE PRESERVATION. All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any trees to be preserved that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance.

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

A. Implementation of the recommendations listed in the July 6, 2026, Planning Report, and July 6, 2026, 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 shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The estimated amount of this security is $1,400.00 and consists of one (1) mast arm light at $1,400.00 each.

E. The Developer shall submit the final plat and construction drawings in an electronic format. The electronic format shall be in .pdf and either .dwg/.dxf or .shx format.

F. The Developer shall submit as-built record drawings following the completion of the project to be constructed on the Subject Property.

30. 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 $436,136.33. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:	
A. Sanitary Sewer	$5,000.00
B. Watermain	5,000.00
C. Storm Sewer/Draintile	5,000.00
D. Grading, Drainage, Erosion Control and Restoration	252,700.75
CONSTRUCTION SUB-TOTAL	**$267,700.75**
OTHER COSTS:	
A. Developer's Design (3.0%)	$8,031.02
B. Developer's Construction Survey (2.5%)	6,692.52
C. City Legal Expenses (Est. 0.5%)	1,338.50
D. City Construction Observation (Est. 5.0%)	13,385.04
E. City Record Drawings (0.5%)	1,338.50
F. Landscaping	135,950.00
G. Streetlights	1,400.00
H. Lot Corners/Iron Monuments	300.00
OTHER COSTS SUB-TOTAL	**$168,435.58**
TOTAL SECURITIES:	**$436,136.33**

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.

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

A. Park Dedication	$98,311.00
B. Storm Sewer Charge	185,221.51
C. Lateral Watermain Access Charge	43,400.16
D. MS4 Administration Fee	4,000.00
E. Streetlight Operating Fee	1,075.60
F. Environmental Resources Management Fee	4,569.60
G. Property Data & Asset/Infrastructure Management Fee	270.00
H. City Engineering Administration (3% for letters of credit)	8,031.02
TOTAL CASH REQUIREMENTS	**$344,878.89**

32. 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 streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by the City. The one year warranty period on streets shall commence after the final wear course has been installed and accepted 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 on five (5) business days written notice to the Developer or without notice if within 30 days of the expiration of the warranty period. The City's standard specifications for utility and street construction identify the procedures for final acceptance of streets and utilities.

33. 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.

34. 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.

35. 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. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. The Developer may not assign this Contract without the written permission of the City Council, which consent shall not be unreasonably withheld. 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.

L. 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.

M. 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.

36. 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: Scannell Properties #496, LLC, C/O Marc Pfleging, 8801 River Crossing Blvd., Suite 300, Indianapolis, Indiana 46240. 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.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Taylor Snider, Deputy 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 by Taylor Snider, the Mayor and Deputy 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:
SCANNELL PROPERTIES #496, LLC

BY: _____
Marc Pfleging, Manager

STATE OF INDIANA)
)ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 28th day of July, 2026, by Marc Pfleging, the Manager of **Scannell Properties #496, LLC**, an Indiana limited liability company, on behalf of said entity.

JOY R. JACKSON
Notary Public, State of Indiana
Hamilton County
Commission Number NP0691848
My Commission Expires
November 23, 2032

_____
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

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as
INTERSTATE SOUTH LOGISTICS PARK FOURTH ADDITION

Outlot A, INTERSTATE SOUTH LOGISTICS PARK THIRD ADDITION, Dakota County, Minnesota.

And

That part of Outlot A, INTERSTATE SOUTH LOGISTICS PARK, according to the recorded plat thereof, Dakota County, Minnesota, lying easterly of the west 50.00 feet of the said Outlot A as platted as part of INTERSTATE SOUTH LOGISTITCS PARK THIRD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

And

That part of Outlot B, INTERSTATE SOUTH LOGISTICS PARK, according to the recorded plat thereof, Dakota County, Minnesota, lying northerly of the following described line:

Commencing at the southeast corner of said Outlot B, thence on an assumed bearing of North 89 degrees 59 minutes 25 seconds West, along the south line of said Outlot B, 5.66 feet; thence westerly 150.46 feet along a tangential curve concave to the north, having a radius of 625.00 feet and a central angle of 13 degrees 47 minutes 37 seconds to the west line of said Outlot B and said line there terminating.

(All Abstract Property)

[To be platted as Interstate South Logistics Park Fourth Addition, Dakota County, Minnesota.]

(Reserved for Recording Data)

STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2026, by and between **SCANNELL PROPERTIES #496, LLC**, an Indiana limited liability company (the ("Owner") and the **CITY OF LAKEVILLE,** a Minnesota municipal corporation (the "City").

RECITALS

A. The Owner and/or affiliate of Owner is the owner of certain real property located in Dakota County, Minnesota legally described in Exhibit A attached hereto ("Property"); and

B. The Owner is proceeding to build on and develop the Property, and has requested City approval of the final plat ("Plat Approval") and site plan for the proposed development of the Interstate South Logistics Park Fourth Addition plat; and

C. The final plans for **Interstate South Logistics Park Fourth Addition**, hereinafter called the "Plans", submitted in support of the Plat Approval, which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Lakeville, Minnesota, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

E. The City requires that on-site stormwater management/BMP facilities ("Stormwater Facilities") as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval of the Property; and

F. As a condition of final plat and site plan approval the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over a portion of the Property (the "Easement Area") legally described on Exhibit B attached hereto to comply with work required under the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction of Stormwater Improvements. Owner shall construct the Stormwater Facilities in accordance with the plans and specifications identified in the Plans.

2. Maintenance of Stormwater Improvements.

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as Exhibit C. This includes all pipes, channels, and other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. Inspection and Reporting. The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. City Access and Maintenance Rights.

A. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Area for the

Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. Grant of Easement. Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for access to the Stormwater Facilities over, on and across the Property and for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

6. Reimbursement of Costs. The Owner agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

8. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner : Scannell Properties #496, LLC
C/O Marc D. Pfleging
8801 River Crossing Blvd., Suite 300
Indianapolis, Indiana 46240

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

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

9. Successors/Covenants Run with Property. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

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

PROPERTY OWNER:
SCANNELL PROPERTIES #496, LLC
an Indiana limited liability company

By:_____
Marc D. Pfleging, Manager

STATE OF INDIANA)
)ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 28th day of July, 2026, by Marc D. Pfleging, the Manager of **Scannell Properties #496, LLC**, an Indiana limited liability company on behalf of said entity.

NOTARY PUBLIC SEAL INDIANA
JOY R. JACKSON
Notary Public, State of Indiana
Hamilton County
Commission Number NP0691848
My Commission Expires
November 23, 2032

_____
Notary Public

CITY OF LAKEVILLE

By:_____
Luke M. Hellier, Mayor

(SEAL)

And:_____
Taylor Snider, Deputy 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 by **Taylor Snider**, the Mayor and Deputy City Clerk of the **City of Lakeville,** a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
Notary Public

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

EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Property

The land to which this Stormwater Maintenance Agreement applies is legally described as follows:

Lot 1, Block 2, Interstate South Logistics Park Fourth Addition, Dakota County, Minnesota, according to the recorded plat thereof.

EXHIBIT B
TO
STORMWATER MAINTENANCE AGREEMENT

Legal description of the Easement

EXHIBIT B Page 2

EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER TREATMENT FACILITIES

Pond Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City annually.

2. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.

3. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.

4. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.

5. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Infiltration/Rain Garden Maintenance Requirements

1. Inlet and Overflow Spillway – Remove any sediment build-up or blockage and correct any erosion.

2. Vegetation
    a. Maintain at least 80% surface area coverage of plants approved per plan.
    b. Removal of invasive plants and undesirable woody vegetation.
    c. Removal of dried, dead and diseased vegetation.
    d. Re-mulch void or disturbed/exposed areas.

3. Annual inspection and maintenance efforts must be documented and submitted to the City.

Underground Infiltration System

1. Inspection of street or parking surface must be inspected for evidence of potholes, sinkholes, sediment build up, or surface ponding annually.
2. Annual inspections must be completed of pipe symmetry, pipe joint connections, and outlet structures to look for cracks, defects, misalignment, or seepage.

3. Inspection for accumulation of sediment must be done annually, maintenance should be performed when sediment accumulation occurs.
4. Visual inspection for trash and debris must be conducted monthly and following rain events of 1 inch or greater in 24 hours.
5. Inspections must be performed annually to look for oil accumulation in device or immediately after a spill occurs. Maintenance must be done when a layer of oil/gasoline develops on the surface.

Environmental Manhole Maintenance Requirements

1. Annual inspections, maintenance reporting and certification must be completed by a professional engineer licensed in the State of Minnesota at Owner's expense. Information must be submitted to the City annually.
2. Maintenance must be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance must occur immediately after a spill takes place. Appropriate regulatory agencies must also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.

City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, AICP, Community Development Director

From: Kris Jenson, Planning Manager

Date: July 6, 2026

Subject: Interstate South Logistics Park Fourth Addition Final Plat

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BACKGROUND

Representatives of Scannell Properties #496, LLC have submitted and application and plans for a final plat of a two lot, one outlot subdivision to be known as Interstate South Logistics Park Fourth Addition. The site is 37.9 acres in area and located south of 215th Street (CSAH 70), east of Jacquard Avenue, and north of 217th Street. The preliminary plat was approved by the City Council on May 18, 2026.

The final plat will include a nearly 13 acre site for the development of a 75,000 square foot office, production, and warehouse facility on Lot 1, Block 2. Lot 1, Block 1, is just over four acres in size; development plans for that site will be brought forward for Planning Commission and City Council under a separate application. The remaining outlot must be preliminary and final platted prior to development of that portion of the property.

EXHIBITS:

A. Location Map
B. Final Plat
C. Preliminary Plat
D. June 18, 2026 Plat Commission letter

PLANNING ANALYSIS

Existing Conditions. The property is undeveloped land that was graded as part of a previous phase of the Interstate South Logistics Park development.

Surrounding Land Uses. The site is surrounded by the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	215th Street (CSAH 70), medical office, self storage, SF home	Office Park, Warehouse/Light Industrial	OP, Office Park I-1, Light Industrial
South	217th Street, Amazon XL facility	Warehouse/Light Industrial	I-1, Light Industrial
East	Industrial office/warehouse buildings	Warehouse/Light Industrial	I-1, Light Industrial
West	Jacquard Avenue, City-owned stormwater pond	Office Park	OP, Office Park

Lots/Blocks. Two lots and one outlot are proposed with the final plat. Both lots exceed the minimum lot area (30,000 square feet) and lot width (100 feet) requirements of the I-1 District.

Streets. There are no public streets proposed to be constructed with the Interstate South Logistics Park Fourth Addition plat, and all required right of way was dedicated with previous plats. The Dakota County Plat Commission reviewed and recommended approval of the final plat at their June 17, 2026 meeting.

Grading, Drainage, Erosion Control, Utilities. Final grading, drainage, erosion control, and utility plans have been submitted with the final plat and are discussed in more detail in the July 6, 2026 engineering report. Lot 1, Block 2 includes the construction of a privately maintained stormwater basin for which a Stormwater Management Agreement must be executed on conjunction with the final plat.

Tree Preservation. There are no significant trees on the site.

Landscaping. Lot 1, Block 2 is required to be planted per the landscape plan approved with the preliminary plat, dated May 7, 2026. A security of $135,950 must be submitted with the final plat to guarantee the installation of the landscaping per the approved plan. An as-planted landscape plan must be submitted to the city prior to any landscape inspections taking place on site.

Wetlands. There are no wetlands on the site. An earlier phase of the Interstate South Logistics Park development mitigated delineated wetlands on the site; no additional delineation is required.

Park Dedication, Trails and Sidewalks. The City's Comprehensive Parks, Trails, and Open Space Plan does not identify any future park land needs in the area of the plat. The park dedication requirement of $98,311 ($5,783 per acre) must be paid at the time of final plat approval. A trail will be constructed along the

south side of 215th Street (CSAH 70) with a future City and County Capital Improvement project.

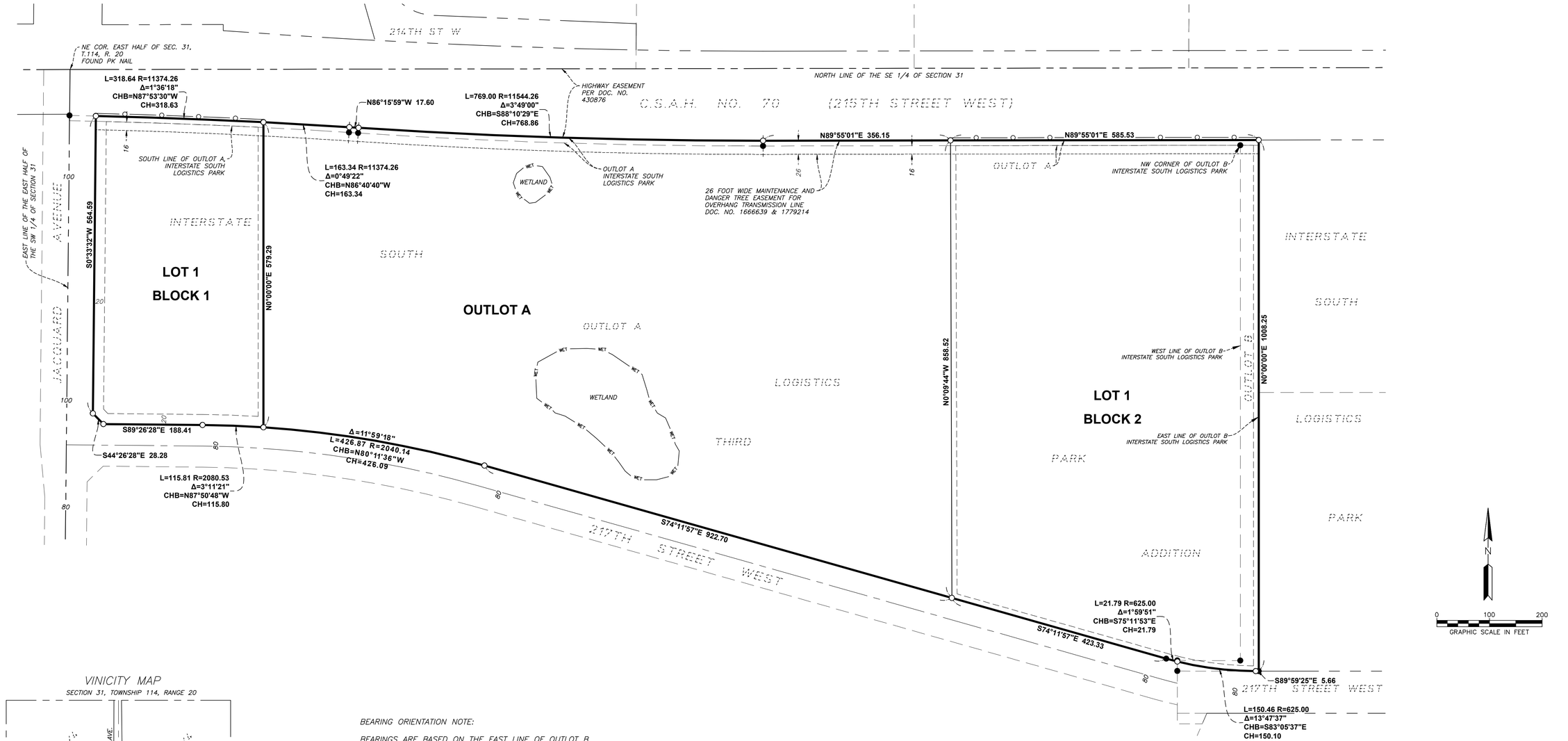
RECOMMENDATION

Community Development Department staff has determined that the Interstate South Logistics Park Fourth Addition final plat plans are consistent with the approved preliminary plat and comply with Subdivision and Zoning Ordinance requirements and recommends approval of the final plat, subject to the following stipulations:

1. The recommendations and requirements listed in the Engineering Division memorandum dated July 6, 2026.
2. Prior to City Council consideration of the final plat, a stormwater maintenance agreement shall be signed by the property developer for the on-site private stormwater facilities on Lot 1, Block 2.
3. Park dedication shall be satisfied by a cash contribution of $98,311 with the final plat.
4. A landscaping security of $135,950 shall be submitted with the final plat.
5. An as-planted landscape plan must be submitted to the city prior to any landscape inspections taking place.

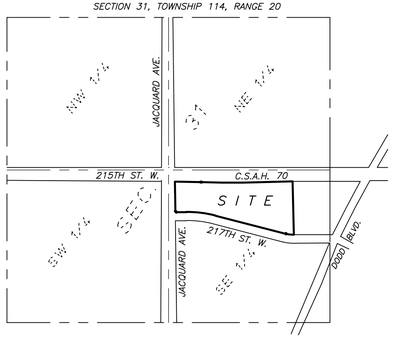
City of Lakeville
Location Map
Interstate South Logistics Park Fourth Addition
EXHIBIT A

INTERSTATE SOUTH LOGISTICS PARK FOURTH ADDITION



VINICITY MAP

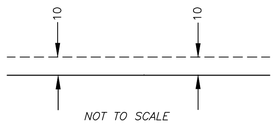
SECTION 31, TOWNSHIP 114, RANGE 20



BEARING ORIENTATION NOTE:

BEARINGS ARE BASED ON THE EAST LINE OF OUTLOT B, INTERSTATE SOUTH LOGISTICS PARK, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING PUBLIC WAYS AND REAR LOT LINES, UNLESS OTHERWISE INDICATED ON THIS PLAT.

LEGEND

- ● DENOTES IRON MONUMENT MARKED WITH PLASTIC CAP RLS NO. 46563
- ○ DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED PLS NO. 62734 UNLESS OTHERWISE INDICATED
- ——○—— DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE

EXHIBIT B

Stantec

PRELIMINARY PLAT OF

INTERSTATE SOUTH LOGISTICS PARK FOURTH ADDITION

LEGAL DESCRIPTION OF PROPERTY TO BE PLATTED

OUTLOT A, INTERSTATE SOUTH LOGISTICS PARK THIRD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

OUTLOT B, INTERSTATE SOUTH LOGISTICS PARK, according to the recorded plat thereof, Dakota County, Minnesota.

OUTLOT A, INTERSTATE SOUTH LOGISTICS PARK, according to the recorded plat thereof, Dakota County, Minnesota.

PRESENT ADDRESS

THE SUBJECT PROPERTY ADDRESS:
9875 217TH ST W, LAKEVILLE, MN
PROPERTY ID - 223751200010

TAXPAYER / PROPERTY OWNER

SCANNELL PROPERTIES, LLC

LAND SURVEYOR

STANTEC
2080 WOODALE DRIVE, SUITE 100
WOODBURY, MN 55125
KYLE A. DOMEK
MN LICENSE NUMBER 62734

DATE OF PRELIMINARY PLAT

FEBRUARY 17, 2026

PLATTED AREAS

GROSS LAND AREA TO BE PLATTED = 1,651,126.60 S.F. OR 37.90 ACRES ±

OUTLOT A = 910,240.56 S.F. OR 20.90 ACRES ±
LOT 1, BLOCK 1 = 186,609.56 S.F. OR 4.28 ACRES ±
LOT 2, BLOCK 1 = 554,276.49 S.F. OR 12.72 ACRES ±

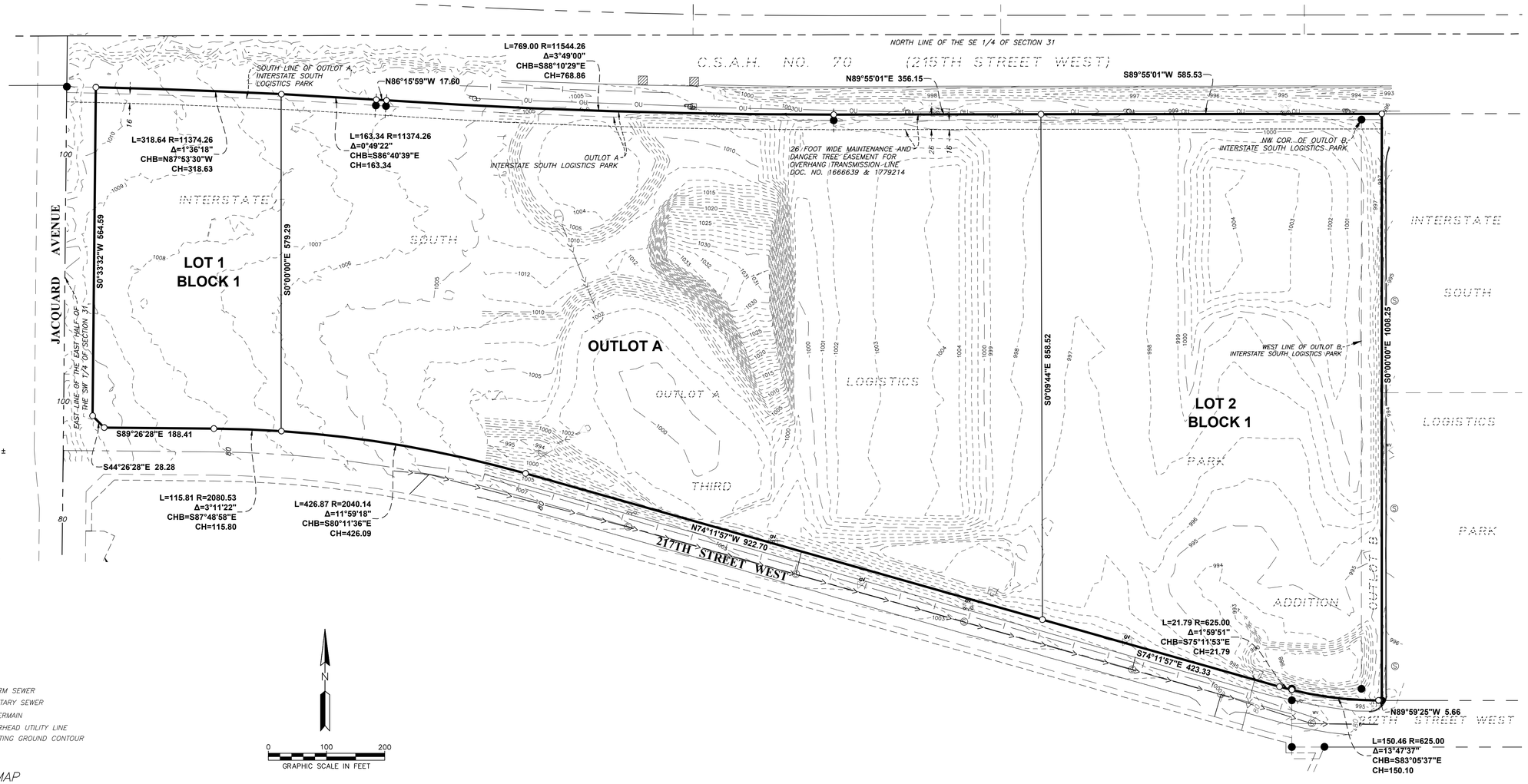
SURVEYORS CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota

DRAFT COPY 2/17/2026

Kyle A. Domek Date

MN License No. 62734



LEGEND

- DENOTES IRON MONUMENT MARKED WITH PLASTIC CAP RLS NO. 46563
- DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 62734 UNLESS OTHERWISE INDICATED
- SANITARY SEWER MANHOLE
- STORM SEWER INLET
- FLARED END SECTION
- HYDRANT
- WATER VALVE
- GAS VALVE
- TRAFFIC SIGN
- BOLLARD/POST
- UTILITY POLE
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- OVERHEAD UTILITY LINE
- EXISTING GROUND CONTOUR

VINICITY MAP

SECTION 31, TOWNSHIP 114, RANGE 20

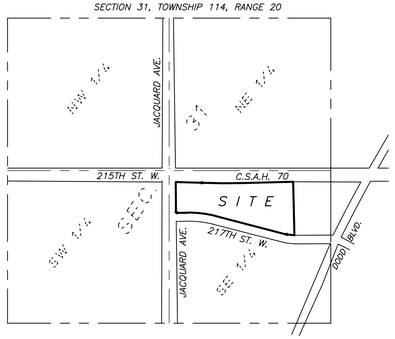


EXHIBIT C

Stantec

CLIENT NAME	PROJECT TITLE			
SCANNELL PROPERTIES, LLC	PRELIMINARY PLAT			
	DWN BY: RWN	CHK'D: KAD	APP'D: KAD	DWG DATE: SEE CERT.
	PROJECT NO.: 190300673			SCALE: SEE SCALE BAR
				SHEET NO.: 1 OF 1

Dakota County Surveyor's Office

Western Service Center · 14955 Galaxie Avenue · Apple Valley, MN 55124
952.891-7087 · Fax 952.891-7127 · www.co.dakota.mn.us

June 18, 2026

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **INTERSTATE SOUTH LOGISTICS PARK FOURTH ADDITION**

The Dakota County Plat Commission met on June 17, 2026, to consider the final plat of the above referenced plat. The plat is adjacent to CSAH 70 (215th Street West) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The proposed plat is a replat for two lots and one outlot. The eastern lot is an industrial building, and the western lot along Jacquard Avenue is planned for a Kwik Trip site. The right-of-way needs are 75 feet of half right of way along CSAH 70 for a 4-lane divided roadway, which have been met. Access spacing along CSAH 70 for a future principal arterial roadway are ½ mile full access and ¼-mile access for restricted access locations. Access to site will be from Jacquard Avenue and 217th Street West. Restricted access should be shown on Lots 1 and 2 along CSAH 70. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars. As noted, a city sidewalk is recommended along Jacquard to the CSAH 70 intersection for the Kwik Trip site.

The Plat Commission has approved the final plat provided that the described conditions are met and will recommend approval to the County Board of Commissioners meeting on July 7, 2026.

Traffic volumes on CSAH 70 are 9,700 ADT and are anticipated to be 18,000 ADT by the year 2040.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

Todd B. Tollefson
Secretary, Plat Commission

c: Patrick Sveum, Stantec

EXHIBIT D

City of Lakeville
Public Works – Engineering Division

Memorandum

To: Kris Jenson, Planning Manager

From: Chloe Anderson, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director
Zach Jorgensen, City Forester

Copy: Zach Johnson, City Engineer
Tina Goodroad, Community Development
Julie Stahl, Finance Director
Dave Mathews, Building Official

Date: July 6, 2026

Subject: Interstate South Logistics Park Fourth Addition

- Final Plat Review
- Site Plan Review
- Grading and Erosion Control Plan Review
- Utility Plan Review

BACKGROUND

Scannell Properties #496, LLC has submitted a final plat named 'Interstate South Logistics Park Fourth Addition', also known as 'Project Black Bear', and plans to construct a cold storage facility with loading docks and a parking lot. The proposed subdivision is located south of 215th Street (CSAH 70) and east of Jacquard Avenue. The parent parcels consist of Outlot A and B, Interstate South Logistics Park and Outlot A, Interstate South Logistics Park Third Addition, zoned I-1, Light Industrial.

The final plat consists of two (2) lots within two (2) blocks and one (1) outlot on 37.90 acres.

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

Outlot A (20.90 acres): Future development; to be retained by the Developer

The proposed development will be completed by:

Developer:	Scannell Properties, Inc.
Engineer/Surveyor:	Stantec Consulting Services, Inc.

SITE CONDITIONS

The Interstate South Logistics Park Fourth Addition site is undeveloped. A majority of the property was mass graded with the development of Interstate South Logistics Park Third Addition. Two wetlands were identified within the parent parcels and have been previously delineated and mitigated. The land generally slopes from the west to the east.

The site is bounded by 215th Street (CSAH 70) to the north, Jacquard Avenue to the east, and 217th Street West to the south. Existing public infrastructure is available adjacent to the site, including watermain, sanitary sewer, and storm sewer facilities.

EASEMENTS

Several easements for communication, gas pipeline, transmission line, highway, and utility purposes exist across the parent parcels and will remain with the development improvements.

The existing drainage and utility easement, recorded as Document No. 3419355, previously vacated with the preliminary plat will be reestablished with the final plat.

STREET AND SUBDIVISION LAYOUT

215th Street (CSAH 70)

Interstate South Logistics Park Fourth Addition is located south of and adjacent to 215th Street, a Principal Arterial roadway as identified in the City's Comprehensive Transportation Plan. 215th Street adjacent to the site is a four-lane divided rural roadway. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 75-feet adjacent to the plat.

Jacquard Avenue

Interstate South Logistics Park Fourth Addition is located east of and adjacent to Jacquard Avenue, a major collector as identified in the City's Comprehensive Transportation Plan. Jacquard Avenue is constructed adjacent to the plat as a 40-ft wide rural roadway with paved shoulders within a 100-foot right-of-way. Jacquard Avenue provides a signalized access intersection to 215th Street for the industrial development area.

217th Street

Interstate South Logistics Park Fourth Addition is located north of and adjacent to 217th Street a minor collector roadway as identified in the City's Transportation Plan. 217th Street has been constructed as 40-ft wide rural section roadway to promote infiltration and stormwater treatment within 80-ft of right-of-way. Two driveway access points are proposed from 217th Street.

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

Development includes the grading and restoration of public trails. Bituminous trails will be constructed along the south side of 215th Street (CSAH 70) (10-foot wide) with a future City and County Capital Improvement project. The Developer will be responsible for 100% of the grading and restoration for the trail segment along the plat's frontage.

The Park Dedication Fee has not been collected on the parent parcels and shall be satisfied through a cash contribution with the final plat, calculated as follows:

(4.28 acres	+ 12.72 acres)	x $5,783.00	= $98,311.00
Area of Lot 1, Block 1 Interstate South Logistics Park Fourth Addition	Area of Lot 1, Block 2 Interstate South Logistics Park Fourth Addition	2026 Industrial Park Dedication Rate	Park Dedication Requirement

The remainder of the Park Dedication Fee for Outlot A must be paid at the time it is final platted.

UTILITIES

SANITARY SEWER

Interstate South Logistics Park Fourth Addition is located within sub-district SC-10180 and SC-10410 of the South Creek sanitary sewer district as identified in the City's Comprehensive Sewer Plan. The wastewater from the proposed site will be conveyed by City-owned sanitary sewer facilities to the Elko/New Market interceptor and then to the Empire Wastewater Treatment Plant. The existing City-owned downstream facilities are adequate to convey the wastewater generated by the proposed development.

A private sanitary sewer service will be extended from the sanitary sewer within 217th Street for development within Lot 1, Block 2, Interstate South Logistics Park Fourth Addition.

The Sanitary Sewer Availability Charge will be required to be paid with the building permit application.

Final locations and sizes of all sanitary sewer facilities will be reviewed by City staff with the final plat, building permit application and final construction plans.

WATERMAIN

Development of Interstate South Logistics Park Fourth Addition includes the extension of private watermain from an existing stub along 217th Street to provide domestic and fire suppression service for the development.

The Lateral Watermain Access Charge must be paid for the 12-inch watermain along 215th Street that was installed with City Project 20-05. The Lateral Watermain Access Charge for the watermain adjacent to Interstate South Logistics Park Fourth Addition must be paid with the final plat, calculated as follows:

904.17 ft. Applicable Front Footage of Interstate South Logistics Park Fourth Addition	x $48.00/f.f. 2026 Non-Residential Charge Per Front Foot	= $43,400.16 Lateral Watermain Access Charge Interstate South Logistics Park Fourth Addition

Final locations and sizes of all watermain facilities will be reviewed by City staff with the building permit application and final construction plans.

OVERHEAD LINES

Great River Energy (GRE) has an existing electric transmission line along 215th Street. This transmission line is not required to be buried as it has been identified as a high voltage line.

DRAINAGE AND GRADING

Interstate South Logistics Park Fourth Addition is located within subdistrict SC-199 of the South Creek District of the City's Comprehensive Water and Natural Resources Management Plan.

Development includes the construction of one (1) dry detention basin and two (2) wet detention basins. The private basins will be located on Lot 1, Block 2 and will treat runoff generated from the proposed subdivision. A stormwater maintenance agreement (SMA) will be required with the final plat.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building permits will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

Interstate South Logistics Park Fourth Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required by the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

STORM SEWER

Development of Interstate South Logistics Park Fourth Addition includes the construction of private storm sewer systems. The privately-owned and maintained storm sewer will be located within Lot 1, Block 2, Interstate South Logistics Park Fourth Addition and will collect and convey stormwater runoff generated from within the development to the stormwater management basin.

Drain tile construction is required in areas of non-granular soils within the development for the street sub-cuts and lots. Any additional drain tile construction, including perimeter drain tile required for building footings, which is deemed necessary during construction shall be the Developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent parcel and must be paid with the final plat as follows:

Storm Sewer Charge Summary	
Gross Area of Interstate South Logistics Park Fourth Addition	1,651,126.60 s.f.
Less Area of Outlot A (Future Development)	(-) 910,240.56 s.f.
Total Storm Sewer Charge Area	740,886.04 s.f.

740,886.04 s.f.	x $0.250/s.f.	= $185,221.51
Net Area Interstate South Logistics Park Fourth Addition	2026 Unit Rate	Storm Sewer Charge Interstate South Logistics Park Fourth Addition

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

FEMA FLOODPLAIN ANALYSIS

The development is shown on the Flood Insurance Rate Map (FIRM #27037C0194E effective 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 within the project area. There were two farmed wetland areas to the west of the site that were previously delineated and mitigated.

TREE PRESERVATION

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any trees to be preserved that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance.

EROSION CONTROL

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The SWPPP has been reviewed by the city and revisions are needed prior to any grading on the site. The SWPPP will need to be submitted and approved by City staff prior to start of any activity on the site. Changes made throughout construction should be documented in the SWPPP.

Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures require shall be installed and maintained by the Developer.

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

$200,000.00 Project Grading Cost Interstate South Logistics Park Fourth Addition	x 2% MS4 Admin Fee	= $4,000.00 MS4 Admin Fee Interstate South Logistics Park Fourth Addition

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Interstate South Logistics Park Fourth Addition. Construction costs are based upon estimates submitted by the Developer's engineer on June 9, 2026.

CONSTRUCTION COSTS	
Sanitary Sewer	$ 5,000.00
Watermain	5,000.00
Storm Sewer	5,000.00
Grading, Drainage, Erosion Control and Restoration	252,700.75
SUBTOTAL - CONSTRUCTION COSTS	$ 267,700.75

OTHER COSTS	
Developer's Design (3.0%)	$ 8,031.02
Developer's Construction Survey (2.5%)	6,692.52
City's Legal Expense (0.5%)	1,338.50
City Construction Observation (5.0%)	13,385.04
Developer's Record Drawing (0.5%)	1,338.50
Landscaping	135,950.00
Streetlights	1,400.00
Lot Corners/Iron Monuments	300.00
SUBTOTAL - OTHER COSTS	$168,435.58
TOTAL PROJECT SECURITY	**$436,136.33**

The street light security totals $1,400 which consists of one (1) mast-arm streetlight at $1,400 each.

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is $100.00 per lot and outlot for a total of $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 one-year of streetlight operating expenses shall be paid at the time of final plat approval and is calculated as follows:

904.17 ft Applicable Front Footage Interstate South Logistics Park Fourth Addition	x $0.2974/front foot/qtr Streetlight Operating Fee	x 4 qtrs/yr	=	$1,075.60 Total

A cash fee for one-year of environmental resources expenses shall be paid at the time of final plat approval and is calculated as follows:

(4.28 acres Area of Lot 1, Block 1 Interstate South Logistics Park Fourth Addition	+ 12.72 acres) Area of Lot 1, Block 2 Interstate South Logistics Park Fourth Addition	x $64.00/unit/year Environmental Resources Fee	x 4.2 Utility Factor	= $4,569.60 Total

A cash fee for the preparation of addressing, property data, record construction drawings and for updating the City base map shall be paid at the time of final plat approval and is calculated as follows:

3 unit Lots/Outlots	x $90.00/unit Property Data & Asset/Infrastructure Mgmt Fee	= $270.00 Total

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

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or $8,031.02

CASH REQUIREMENTS

Park Dedication Fee	$98,311.00
Storm Sewer Charge	185,221.51
Lateral Watermain Access Charge	43,400.16
MS4 Administration Fee	4,000.00
Streetlight Operating Fee	1,075.60

Environmental Resources Management Fee	4,569.60
Property Data & Asset/Infrastructure Mgmt Fee	270.00
City Engineering Administration (3.00%)	8,031.02
TOTAL - CASH REQUIREMENTS	$344,878.89

RECOMMENDATION

Engineering recommends approval of the Interstate South Logistics Park Fourth Addition final plat, grading and erosion control plan, utility plan and tree preservation plan, subject to the requirements and stipulations within this report.

Date: 8/3/2026

Al Hadi Association Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Al Hadi Association conditional use permit for a religious use in the RS-2, Single Family Residential District and to exceed 125% of the minimum parking spaces required by the Zoning Ordinance and adopt the findings of fact.

Overview

Muhammad Shahbaz, on behalf of Al Hadi Association, has submitted an application and plans for a conditional use permit (CUP) for a religious institution use within the RS-2, Single Family Residential District, which allows religious institutions by conditional use permit. The CUP application included a request to exceed 125% of the minimum parking spaces required by the Zoning Ordinance.

The Planning Commission held a public hearing on the conditional use permit at its June 25, 2026 meeting. Seventeen people spoke in support of the request and another three people asked questions about the proposed development, relating to traffic and pedestrian access on Junelle Path, the activity level and site lighting at the mosque, and the demand on the utility infrastructure created by the mosque. The Commission discussed site issues such as lighting, stormwater facilities, and parking, as well as pedestrian access and traffic on Junelle Path as well as utility infrastructure, impacts from the proposed development. The Planning Commission unanimously recommended approval of the Al Hadi Association conditional use permit and adopted the findings of fact.

A Site Improvement Performance Agreement and Stormwater Maintenance Agreement are required in conjunction with this conditional use permit. Those documents are being drafted by the City Attorney's office and are expected to be brought forward for approval at the August 17 City Council meeting. The agreements must be approved prior to any work beginning on site.

Supporting Information

1. CUP Form + Findings of Fact
2. June 25, 2026 Planning Commission meeting minutes
3. Planning & Engineering Reports + Exhibits

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Sense of Community and Belonging
Report Completed by: Kris Jenson, Planning Manager

(*Reserved for Dakota County Recording Information*)

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 Al Hadi Association for the construction of a religious use and for the construction of parking stalls in excess of 125% of the minimum required by the Zoning Ordinance in the RS-2, Single Family Residential District at 17732 Junelle Path.

2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

   The South Half of Lot 25, Argonne Farms, Dakota County, Minnesota.

3. Conditions. This conditional use permit amendment is issued subject to the following conditions:
   a. The stipulations and recommendations listed in the Engineering Division memorandum dated June 17, 2026.
   b. Civil plans must be approved by the Engineering Division prior to construction beginning on the site.
   c. A Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement (SMA) must be executed, approved by the City Council, and recorded with Dakota County prior to construction beginning on the site.
   d. A $50,000 security to guarantee the demolition of the existing homestead and garage and the sealing and abandonment of the well.
   e. A landscape security shall be submitted with the SIPA.
   f. An as-planted landscape plan must be submitted prior to a landscape inspection of the site.
4. Revocation. The City may revoke the conditional use permit amendment for cause upon determination that the conditional use permit amendment 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 amendment shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit amendment unless an extension is approved by the Zoning Administrator.

DATED: August 3, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Taylor Snider, Deputy City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this **3rd** day of **August 2026** by Luke M. Hellier, Mayor and by Taylor Snider, Deputy 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
FINDINGS OF FACT AND DECISION

On June 25, 2026, the Lakeville Planning Commission met at it's regularly scheduled meetings to consider the application of Al Hadi Association for a conditional use permit to allow: 1) a building expansion of a religious institution in the RS-2, Single Family Residential District, and 2) to exceed 125% of the minimum parking stalls required by the Zoning Ordinance. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Comprehensive Planning District No. 2, the property is guided for residential uses, which allows public and quasi-public uses.
2. The property is zoned RS-2, Single Family Residential District.
3. The legal description of the property is:

   The South Half of Lot 25, Argonne Farms, Dakota County, Minnesota.

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 religious institution is consistent with uses allowed in residential areas of the City. The building meets the height requirements of the RS-2 District and the exterior materials requirements for institutional uses, which is consistent with the policies and provisions of Planning District 2 of the Comprehensive Land Use Plan.

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

   Finding: A religious institution in the RS-2 District will be compatible with existing and future land uses in the area provided compliance with the stipulations outlined in the conditional use permit.

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

Finding: The proposed religious institution use in the RS-2 District conforms to the performance standards set forth in the Zoning Ordinance required for a conditional use permit for the religious institution and additional parking.

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

Finding: The proposed religious institution use will be served with existing public services and will not overburden the City's service capacity.

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

Finding: Traffic generation from the religious institution use can be accommodated by Junelle Path.

5. The Planning Commission report dated June 15, 2026 prepared by Kris Jenson, Planning Manager, is incorporated herein.

DECISION

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

Dated: June 25, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Taylor Snider, Deputy City Clerk

5c. Al Hadi Association

Chair Zimmer opened the public hearing to consider the application of Al Hadi Association for a conditional use permit to allow a religious institution use in the RS-2, Single Family Residential District, and to exceed 125% of the minimum parking stalls required by the Zoning Ordinance.

Muhammad Shabazz introduced the project. He stated that they have worked closely with Lakeville city staff to ensure that the project meets all city requirements including site planning, traffic management, parking, landscaping, grading, utilities, and all environmental considerations. The goal is to ensure the safety and well-being of both the neighborhood and the wider community.

Ms. Jenson presented the staff report. The applicant proposes to construct a nearly 3,700 square foot facility at 17732 Junelle Path, south of 175th Street, behind the Cub Foods in Argonne Village. The minimum side yard setback (30 feet) is double that of the RS-2 District (15 feet) as required by the Zoning Ordinance. The facility is proposed to be at least 100 feet from all property lines, exceeding all required setbacks. Parking is based on the capacity of the main gathering space, which has capacity for 118 people and requiring 39 parking spaces. The applicant has requested a conditional use permit to exceed 125% of the required spaces to provide 59 spaces on site. Access to the site is from Junelle Path and will be separated from the driveway for the property to the north.

The site includes a stormwater basin and a rain garden to address stormwater ponding requirements. The pond and rain garden will be privately maintained and a stormwater maintenance agreement is required for the site.

The grading, drainage and utility plans were submitted to the Engineering Division for their review. The civil plans are still under review and must be finalized prior to consideration by the City Council.

Community Development Department staff recommend approval of the conditional use permit.

Chair Zimmer opened the hearing to the public for comment.

The following people spoke in support of the project:

Nazish Ahmed, 18370 Gladden Lane

Ziad Asim, 18107 Glassfern Lane

Jennifer Thayer, 16965 Kenmore Drive

Umar Usmani, 17964 Havana Path

Saima Shafiq, 20538 Hartford Way

Peter Moenkhaus, 16555 Forbes Avenue

Jay Perske, 9817 171st Street

Masood Ahmad, 20538 Hartford Way

Amna Shouab, 20576 Gunnison Drive

Muneeb Ahmed, 16097 Kennard Court

Saad Salam, 20519 Hartford Way

Shahid Aziz, 20802 Kensington Blvd work address

Zaineb Ahmed, 7683 207th Street

Naseer Ahmed, 18370 Gladden Lane

Mohammad Hashir, 20576 Gunnison Drive

Mohammad Abdur Rashid, 17801 Jasper Court

Sandy Putlak, 17298 Greentree Path

The following people spoke and asked questions about the application:

Dean Johnson, 17688 Junelle Path, represents 76 residents in the senior apartment building, and is concerned about increased traffic, noise and light pollution.

Leslie Madison, Argonne Fields Townhomes, speaking on behalf of residents, expressed concerns about the increased traffic, the number of events that will take place at the location, the lighting and the increased demand on the infrastructure.

Colin Fowler, 17700 Junelle Path, asked about future utility extensions to his property and the comprehensive plan.

Motion was made by Swaney, seconded by Tinsley to close the public hearing at 7:23 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Swenson asked about ordinance requirements for lighting standards. Ms. Jenson stated that photometric plans are reviewed for compliance with Zoning Ordinance standards. The photometric plan indicates that the site is proposed to have no parking lot lighting, only building mounted lighting, and the proposed light levels are low compared to the maximum light levels permitted.
- Commissioner Swenson stated there was a question about the Stormwater Pollution Prevention Plan (SWPPP) and survey language on the SWPPP document. He stated the language that was on the SWPPP is basically a disclaimer to cover in the event that someone would try to use the stormwater management plan as a as a survey document. Assistant City Engineer Jon Nelson confirmed Commissioner Swenson's statement. The SWPPP is reviewed in conjunction with civil plan reviews of the site. Commissioner Swenson asked if there's an easement that would address Mr. Fowler's concern about the future extension of utilities to his home. Mr. Nelson stated there is an access easement currently in place for Mr. Fowler's property but not a utility easement, which would be required to be provided for any future utility extension to the property.

- Commissioner Swaney asked about the dead-end ingress/egress of Junelle Path and whether a study has been done for emergency/first responder traffic. He also asked about potential traffic generated from the Argonne Village shopping center and whether the site will have adequate parking. Ms. Jenson explained how the parking requirement is calculated and noted that because Junelle Path is signed for no parking, the applicant has chosen to provide additional parking on their site. From the Zoning Ordinance perspective, the site exceeds parking requirements.
- Commissioner Einck asked if the plans included future parking areas. Ms. Jenson stated that the plans do not and any plans for future parking expansions would require review.
- Commissioner Einck asked if there is a possibility of a crosswalk or a sidewalk or path on Junelle Path. Mr. Nelson stated that a sidewalk could not be required as part of the CUP application. If there is public interest, a petition or request can be made for the city to evaluate the possibility adding a sidewalk or trail in the area of Junelle Path. It would be done as a public improvement project if constructed.
- Chair Zimmer clarified that the city could not add a stipulation requiring the applicant to add a sidewalk along Junelle Path. Mr. Nelson confirmed that the city cannot require the applicant to perform improvements that are not abutting their frontage.
- Commissioner Einck stated there could be a safety issue if a crosswalk was added to Junelle Path. Mr. Nelson stated that Junelle Path could be evaluated but that typically mid-block crossings are avoided; crosswalks are ideally located at intersections and that there is immense safety benefit to having the crosswalks properly located.
- Commissioner Traffas stated that many of the issues raised are part of plans that are reviewed for compliance with ordinance requirements and staff reports are provided to the Planning Commission prior to the meeting, including traffic, stormwater, and lighting. The plans have been studied and found to be consistent with city standards. He added that the city has a comprehensive plan, which currently runs through 2040 and it focuses on how various land uses fit together. Ms. Jenson stated that the City is beginning the process of working on the 2050 Comprehensive plan, for which there are opportunities for public input into that process. The designation of the subject property is residential and religious uses are allowed in residential districts, so the use is in compliance with the Comprehensive Plan.
- Chair Zimmer asked about impacts to utility systems and whether service will be extended to Mr. Fowler's property. Mr. Nelson stated there are existing sewer and water stubs provided for the subject property that were constructed back in 2004, with the intent that the parcel would connect to municipal services with future development. Mr. Nelson added that the property to the north would be required to have it's own connection for utilities, but that by providing a drainage and utility easement along the access easement area, Mr. Fowler will be able to connect with municipal utilities when he chooses. He also added there is sufficient capacity within the water and sanitary sewer lines in the area to serve the properties not yet connected.

- Chair Zimmer asked about the amount of activity that will be happening at the mosque, and asked about the increase in runoff from the new paved parking area as compared to the current grass and gravel road.
- Commissioner Swenson stated that stormwater facilities are required when a site develops and impervious surfaces are added. He also noted that based on the civil plans there is a substantial portion of the property that is being given up for stormwater management purposes. Mr. Nelson added that the applicant has submitted a stormwater report and the site is providing ponding to address the runoff generated by the site. The site design directs runoff from the parking lot into the ponding basin. In addition, the applicant is required to enter into a Storm Water Maintenance Agreement with the city which outlines the required maintenance for the private basin.
- Commissioner Swenson asked about the watershed district's role and permitting. Mr. Nelson stated the city is the local governing unit for the watershed and therefore does all of the review to ensure the plans comply with watershed standards in addition to statewide requirements.
- Commissioner Swenson asked about the demolition of the building and what the requirements are. Ms. Jenson stated a demolition permit is required through the Building Inspections department to ensure the work is done correctly.
- Chair Zimmer asked about the amount of activity at the site and the intersection at the mid-block. Ms. Jenson noted that Junelle Path is wider than a standard residential local street as well as posted as No Parking. The applicant stated that the mosque would be open daily from 1:00 p.m. to 9:00 p.m. There are daily prayer times listed on their website, though that doesn't mean that the mosque is open during all of those times. The applicant indicated that on an average day, 8-10 members are expected to visit during the prayer times which occur when the building is open. The primary service is on Friday afternoons, when they are likely to have 40 to 50 members in attendance over two services. Other gatherings during the week include a youth program, women's meeting, and men's group. Ms. Jenson also compared the possible traffic with a similar amount of traffic that could be generated by a residential development, much like the adjacent Argonne Fields neighborhood.
- Commissioner Swenson stated he is a longstanding member of the Planning Commission, and that there have been a multitude of religious uses in a variety of sites and settings, many of which have raised concerns in terms of traffic and appropriateness adjacent to residential housing. It is an allowed use within a residential district in the City of Lakeville. City staff reviewed the proposed project and they believe it meets the requirements and have recommended approval to the Planning Commission. Commissioner Swenson also expressed appreciation for everyone who spoke and provided their thoughts and expressed his support for the project.

Mr. Shabazz confirmed the mosque hours are from 1:00 – 9:00 p.m. Along with daily prayer there are some regular programs. There is a weekly group on Thursday, there are some monthly youth

programs and main congregation on Friday, and some yearly occasional programs. There will be a group of trained volunteers to assist with parking, specifically at the exit point.

City Attorney Andrea McDowell Poehler stated a conditional use permit is essentially a permitted use subject to meeting the conditions identified in the ordinance. The Planning Commission and City Council have limited authority and discretion when it comes to conditional use permits, acting like a judge, looking at the facts, and making sure that they meet those criteria. They do have the ability to provide some conditions provided they are related to the impact of the property and relate to public health, safety and welfare. Those are the parameters of what can be done with conditional use permits.

Motion was made by Swenson, seconded by Einck to recommend to City Council approval of the conditional use permit to allow a religious institution use in the RS-2, Single Family Residential District, and to exceed 125% of the minimum parking stalls required by the Zoning Ordinance, and the findings of fact, subject to the following stipulations as amended:

1. The stipulations and recommendations listed in the Engineering Division memorandum dated June 17, 2026.
2. Civil plans must be approved by the Engineering Division prior to construction beginning on the site.
3. A Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement (SMA) must be executed, approved by the City Council, and recorded with Dakota County prior to construction beginning on the site.
4. The building and site shall be developed consistent with the plans approved by the City Council.
5. A $50,000 security to guarantee the demolition of the existing homestead and garage and the sealing and abandonment of the well.
6. A landscape security shall be submitted with the SIPA.
7. An as-planted landscape plan must be submitted prior to a landscape inspection of the site.

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

Nays: 0

There being no further business, the meeting was adjourned at 7:58 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder

City of Lakeville
Community Development

Memorandum

To: Planning Commission

From: Kris Jenson, Planning Manager

Date: June 15, 2026

Subject: Packet Material for the June 25, 2026 Planning Commission Meeting

Agenda Item: Al Hadi Association Conditional Use Permit for:

1. Religious institution in the RS-2, Single Family Residential District
2. Exceed 125% of the minimum parking spaces required by the Zoning Ordinance.

Application Action Deadline: July 31, 2026

INTRODUCTION

Applications for a conditional use permit have been submitted by representatives of Al Hadi Association for the construction of a nearly 3,700 square foot facility as well as a parking lot which will include more than 125% of the minimum number of parking spaces required by the Zoning Ordinance. The property is located at 17732 Junelle Path, south of 175th Street, behind the Cub Foods in Argonne Village.

The Al Hadi Association plans have been distributed to Engineering and Environmental Resources staff for review.

EXHIBITS

A. Aerial Location Map
B. Zoning Map
C. Existing Condition Survey
D. Site and Dimension Plan
E. Grading & Drainage Plan

F. Utility Plan
G. Tree Preservation Plan & Inventory (3 pages)
H. Landscape Plan
I. Building Elevations (4 pages)
J. Floor Plans
K. Trash Enclosure Detail
L. Color Elevations

PLANNING ANALYSIS

Conditional Use Permit. The conditional use permit is a quasi-judicial decision – the City's role is to determine the facts associated with the request and weigh those facts against the legal standards contained in the City Code and State Statute. In general, if the facts indicate the applicant meets the relevant legal standards of the code and will not compromise the general welfare, the applicant is likely entitled to approval. The City is, however, able to add conditions to approval to ensure that any impacts on and around the subject property are adequately addressed.

Existing Conditions. The site has a 1,230 square foot single family home which was constructed in 1922. The site also includes a 490 square foot detached garage with a 230 square foot leanto, a 530 square foot barn, and a 48 square foot shed. The home and garage will be removed as part of the construction on site. The barn and shed, both of which are located further east on the site, atop the hill on the east half of the property, are proposed to remain at this time. A $50,000 security must be submitted to guarantee the demolition of the existing homestead and garage and the sealing and abandonment of the well.

Adjacent Land Uses.

North: Single family home (RS-2 District)
South: Twinhomes (PUD District)
East: Undeveloped property (RS-2 District)
West: Argonne Hills senior housing (O-R District), Junelle Path, Cub Foods/Argonne Village commercial center (PUD District)

Zoning. The subject property is zoned RS-2, Single Family Residential District which allows religious institution uses by conditional use permit.

Setbacks. The proposed structure meets the RS-2 District setback requirements, as follows:

Front and rear yards – 30 feet

Side Yards – 30 feet

Religious institutions are required to have double the side yard setback requirements of the zoning district in which the property is located, so the side yard setbacks is 30 feet, rather than the 15 feet required for a residential dwelling.

Streets. The subject site abuts Junelle Path, which is a 38-foot-wide local street within a 66-foot-wide right-of-way. Junelle Path is posted for no parking.

Trails and Sidewalks. There is not a sidewalk along Junelle Path.

Grading, Drainage and Utility Plans. The grading, drainage and utility plans were submitted to the Engineering Division for their review. The civil plans are still under review and must be finalized prior to consideration by the City Council. Please refer to the June 17, 2026 Engineering Division report from Jon Nelson, Assistant City Engineer and McKenzie Cafferty, Environmental Resources Manager, for more detailed review comments.

Tree Preservation. The City Forester reviewed the submitted tree preservation plan, which identified trees on the west portion of the site, where construction will take place. Based on the trees included in the inventory, there are 813 significant tree diameter inches on site, and 509 inches proposed to be removed, which requires the replacement of 23 inches of require tree diameter to be planted on site. The plans indicate that maple, white pine, and crabapple trees will be planted to meet the 23 inches of required tree planting. The City Forester will confirm the tree removal calculations prior to the approval of the SIPA by the City Council.

CONDITIONAL USE PERMIT

Section 11-51-7.D allows religious institutions in the RS-2, Single Family Residential District subject to approval of a conditional use permit. Section 11-19-13.J allows the number of parking spaces to exceed 125% of the minimum number required by conditional use permit subject to the following criteria:

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 is served by Junelle Path, which is classified as a local street. Junelle Path as constructed is 38 feet, measured from the back of curb to back of curb and is wider than a typical local residential street, which generally measures 32 feet from the back of curb to the back of curb.

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 this title.

Access to the site will remain unchanged with the change in use for the site.

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 is provided along the front and side of the building, adjacent to the parking lot.

D. Adequate off street parking and off street loading shall be provided in compliance with chapters 19 and 20 of this title.

The site proposes 59 parking spaces. Parking for religious institutions is calculated based on the design capacity of the main assembly, which in this case has a capacity for 118 persons and requiring a minimum of 39 parking spaces. A conditional use permit is being processed because the site is proposing in excess of 125% of the Zoning Ordinance requirements, which is supported by staff.

The applicant has provided information about the activities to be expected at the site. The mosque will operate daily from 1 pm to 9 pm, during which 8-10 members are expected to stop by to perform prayers. The main assembly time is on Friday between 12 noon and 2pm, when it is expected that up to 70 members will attend services. During those times, there is expected to be up to 10 staff members on site as well. Some of the other activities that will take place on site are a monthly youth program and a group study one night per week. The primary factor in providing additional parking is that on-street parking is not permitted on Junelle Path, so should additional spaces be needed above the 39 required spaces, the site can accommodate those vehicles.

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.

Landscaping is proposed in the southwest corner of the property and north and east of the parking lot. In the southwest corner, there are five trees proposed to be saved, which provide some buffering of the site from Junelle Path and the homes to the south. Five Little Giant arborvitae shrubs are proposed just inside the property line, to provide additional screening. The applicant looked at adding trees or other plantings amongst the existing trees in this area for buffering, but in consultation with the City Forester it was recommended to not add plantings in that area, out of concern for potential damage to the roots of those trees and the ability for new plantings to survive give the heavy tree canopy that exists. The Little Giant Arborvitae shrubs will also be planted between the parking and the stormwater pond, for additional screening of the parking lot.

Brandon Arborvitae shrubs are proposed along the parking spaces south of the building and along 125 feet of the north side of the west parking area. These plantings are intended to screen the parking lot and minimize vehicle headlights from shining on adjacent parcels. Finally, four white pine trees are proposed to be planted among the existing trees just north of the parking area, which slopes up steeply towards the east.

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

The landscape plan includes proposed plantings around the south and west sides of the building and within the parking lot. The City Forester has reviewed and approved the landscape plan. Prior to any landscape inspections on site, an as-planted landscape plan must be submitted to Forestry staff.

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 this title.

The photometric plan indicates that all lighting on site will be on the building; parking lot lighting is not proposed. All building mounted lights must be facing downward onto the structure per Section 11-16-17. The light levels indicated on the photometric plan are in compliance with section 11-16-17 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 this title.

There is not anticipated to be any exterior noise generated by the use beyond the general day to day activity. The applicant has indicated that there will not be a call to prayer broadcast outside of the mosque.

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

The stormwater system is still under review by Engineering staff. The civil plans must be approved by the Engineering Division as well as a Site Improvement Performance Agreement and Stormwater Maintenance Agreement executed by the Developer and approved by the City Council prior to any construction beginning on site.

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

The proposed building has a footprint of just under 3,700 square feet and will primarily be clad in brick with windows on all four sides of the building. These two materials total 70.4% of the exterior, in compliance with Zoning Ordinance requirements. The remainder of the structure is proposed to be stucco and architectural panels with a natural material finish; these materials are grade B and grade C and account for 29.6% of the exterior materials. The primary colors of the building are two shades of cream, while the domed area at the front entrance includes two darker shades of brown and dark green metal dome over the entrance.

The proposed structure has an overall height to the peak of 31 feet, 10.75, which is less than the 35 foot maximum height allowed in the RS-2 district. Building height for peaked roofs is typically measured from grade level to the midpoint of the roof, which in this case is about 26 feet. The building also proposes a minaret which has an overall height of 38 feet, 7 inches. The minaret is built as a part of the building and is therefore exempt from the height requirements of the RS-2 District per Section 11-17-74 D, which states that building height limits do not apply to church spires and crosses or other symbols as an element of the principal building.

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 this title.

A trash enclosure is proposed to be located just east of the main entrance, in the corner of the parking lot. The exterior materials must

be compatible with the proposed structure and include a maintenance-free gate.

M. All signs and informational or visual communication devices shall be in compliance with chapter 23 of this title.

A sign has not been indicated on the plans at this time and the applicant has indicated that a sign is not planned at this time. If a sign is proposed for the site, it must be in compliance with Section 11-23-19 and a permit be issued prior to installation.

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.

Not 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 mosque operation are not expected to be incompatible with the area.

Q. The use complies with all applicable performance standards of the zoning district in which it is located and where applicable.

The use complies with the performance standards of the RS-2 district.

RECOMMENDATION

Community Development staff have reviewed the plans for Al Hadi Association and determined they meet the requirements of the Zoning Ordinance and recommends approval of a conditional use permit, subject to the following stipulations:

1. The stipulations and recommendations listed in the Engineering Division memorandum dated June 17, 2026.
2. Civil plans must be approved by the Engineering Division prior to construction beginning on the site.
3. A Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement (SMA) must be executed, approved by the City Council, and recorded with Dakota County prior to construction beginning on the site.
4. The building and site shall be developed consistent with the plans approved by the City Council.

5. A $50,000 security to guarantee the demolition of the existing homestead and garage and the sealing and abandonment of the well.
6. A landscape security shall be submitted with the SIPA.
7. An as-planted landscape plan must be submitted prior to a landscape inspection of the site.

Findings of fact are attached for consideration.

City of Lakeville
Location Map
Al Hadi Association
CUP

EXHIBIT A

C-3
P/OS
RS-2
O-R
JUNELLE PATH
P/OS
O-R
PUD
RS-2
Subject
Property
RS-2
PUD
P/OS
JUNELLE CT
N
P/OS
PUD
City of Lakeville
Location Map
Al Hadi Association
CUP
EXHIBIT A

EXISTING CONDITION SURVEY FOR:
AL HADI ASSOCIATION

LEGEND

- Fence
- OE — Overhead Electric
- SS — Sanitary Sewer
- ST — Storm Sewer
- W — Water Main
- Concrete Curb
- Boulder Retaining Wall
- Timber Retaining Wall
- Stone Retaining Wall
- Concrete Retaining Wall
- Decorative/Privacy Wall
- Edge of Woods
- Telephone Pedestal
- Cable Pedestal
- Storm Catch Basin
- Storm Catch Basin
- Sanitary Manhole
- Storm Manhole
- Gas Meter
- Light Pole
- Power Pole
- × 900.0 — Existing Elevation
- × 900.0TC — Top of Curb Elevation
- × 900.0TW — Top of Wall Elevation
- 900 — Existing Contour
- Found Iron Monument
- Mag Nail
- Found Iron Monument
- Set Iron Monument Inscribed R.L.S 15230

CURRENT ZONING:

PRIMARY: RS-1 SINGLE FAMILY RESIDENTIAL
SETBACKS - 30' FRONT & REAR
10' SIDE

EXISTING LOT AREA CALCULATION:

Lot Area = 164,895 SF OR 3.78 ACRES

TREE INVENTORY			
TREE NO	TYPE	DIAMETER	NOTES
100	SPRUCE	12	
101	OAK	40	
102	OAK	20	
103	CRABAPPLE	12	
104	BOXELDER	40	
105	SPRUCE	8	
106	SPRUCE	8	
107	SPRUCE	8	
108	SPRUCE	8	
109	SPRUCE	8	
110	SPRUCE	8	
111	CRABAPPLE	16	
112	SPRUCE	18	
113	OAK	36	
114	HONEY LOCUST	20	
115	CATALPA	8	
116	CRABAPPLE	8	
117	COTTONWOOD	72	

GENERAL NOTES:

- Wetland location is shown on survey from observed evidence, not a boundary of a wetland marked by a professional.
- Existing building dimensions are measured to siding and not building foundation.
- Information shown per Title Commitment Dated October 24, 2023
- Location of utilities shown are from observed evidence in the field and/or plans furnished by others and are considered approximate. Gopher State One Call or a private utility locator should be contacted to locate utilities on site before excavation.

EXHIBIT C

SHEET NO. C2

N

30 0 30 60
SCALE IN FEET

JOB NO. 477-23	SCALE 1" = 30'	SITE ADDRESS 17732 JUNELLE PATH LAKEVILLE, MN 55044	PROPERTY DESCRIPTION The South half (S ½) of Lot Twenty five (25), Argonne Farms, according to the recorded plat thereof, Dakota County, Minnesota. Torrens Property - Certificate of Title No. 161869
BOOK/PAGE	DRAWN GUS		PER - FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 23-4596
	REFERENCE		
SHEET 1 of 1 24x36		SITE BENCHMARK SAN MH RIM = 1052.90	

REVISIONS	
DATE	REMARKS

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

W. BROWN LAND SURVEYING, INC.

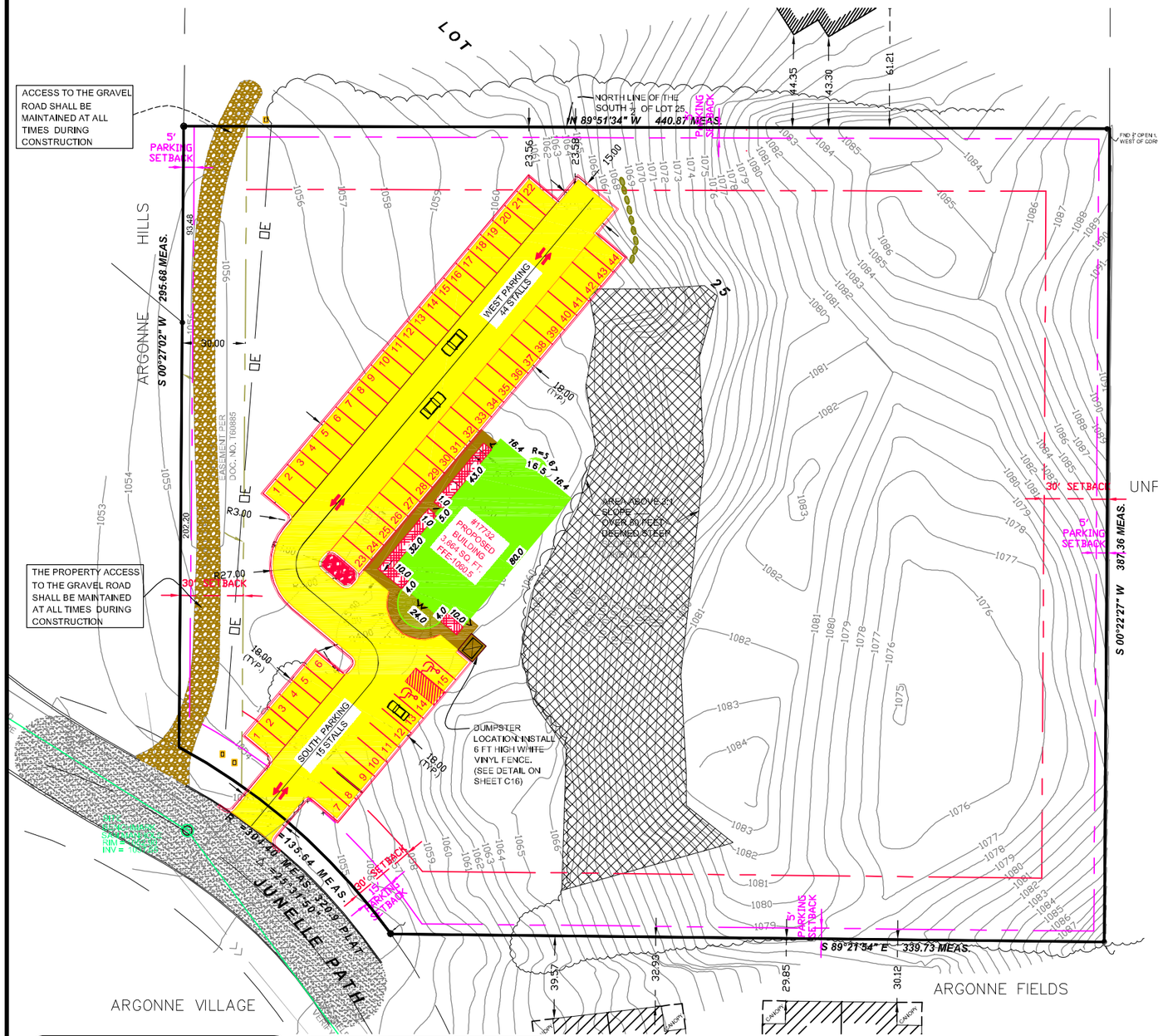
DATED: 11-13-2023

WOODROW A. BROWN, R.L.S. MN REG 15230

W. BROWN LAND SURVEYING, INC.
8030 OLD CEDAR AVENUE SO., SUITE 228
BLOOMINGTON, MN 55425
PH: (952) 854-4055
WBROWNLANDSURVEYING.COM
EMAIL: INFO@WBROWNLANDSURVEYING.COM

SITE AND DIMENSION PLAN

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166



SURVEY NOTE

THIS SITE AND DIMENSION PLAN IS BASED ON SURVEY COMPLETED ON NOVEMBER 13TH, 2023 BY W. BROWN LAND SURVEYING, INC. EDS CARRY NO RESPONSIBILITIES FOR ANY ERRORS AND DISCREPANCY FOR SAID SURVEY WORK.

0 60 120
SCALE IN FEET

LEGEND

- DENOTES FOUND PROPERTY IRON
- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "PLS 25105"
- DENOTES BOUNDARY LINE
- DENOTES LOT LINE
- DENOTES SETBACK LINE
- DENOTES PARKING SETBACK LINE
- DENOTES CONCRETE SURFACE
- 999 DENOTES EXISTING CONTOUR LINE
- FFE DENOTES FINISH FLOOR ELEVATION
- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL DRIVEWAY
- DENOTES DECIDUOUS TREE
- DENOTES CONIFEROUS TREE
- DENOTES WATER CURB STOP
- DENOTES EXISTING WATER LINE
- DENOTES EXISTING SANITARY LINE
- DENOTES EXISTING STORM LINE
- DENOTES WELL/MONITOR WELL
- DENOTES GAS METER
- ×999.99 DENOTES EXISTING SPOT ELEVATION

PROPOSED LEGEND

- DENOTES BUILDING
- DENOTES ENTRY PORCH
- DENOTES BITUMINOUS ROAD
- DENOTES PARKING STALLS
- DENOTES CONCRETE SIDEWALK
- DENOTES RED MULCH
- DENOTES PAVERS SURFACE
- DENOTES LANDSCAPE ISLAND
- DENOTES FUTURE BUILDING
- DENOTES AREA ABOVE 3:1 SLOPE
- DENOTES TRAFIC FLOW
- DENOTES CURB & GUTTER
- DENOTES RETAINING WALL

PROPOSED HARDCOVER

PROPOSED BUILDING	3,664 SQ. FT.
PROPOSED ENTRY PORCH	225 SQ. FT.
PROPOSED FUTURE BUILDING	3,191 SQ. FT.
PROPOSED PAVER BRICK SIDEWALK	504 SQ. FT.
PROPOSED CONCRETE SIDEWALK	898 SQ. FT.
PROPOSED BITUMINOUS ROAD	8,797 SQ. FT.
PROPOSED PARKING LOT	9,940 SQ. FT.
TOTAL IMPERVIOUS AREA	27,219 SQ. FT.
TOTAL LOT AREA	164,895 SQ. FT.
PROPOSED HARDCOVER	16.5%

BUILDING SETBACKS

ZONING: RS-2 = SINGLE - FAMILY RESIDENTIAL DISTRICT
HOUSE: FRONT = 30 FT
REAR = 30 FT
SIDE = 30 FT

PARKING SETBACKS

ZONING: RS-2 = SINGLE - FAMILY RESIDENTIAL DISTRICT
HOUSE: FRONT = 15 FT
REAR = 5 FT
SIDE = 5 FT

PROPOSED PARKING LOT

REQUIRED PARKING STALLS	39
ALLOWED PARKING STALLS	49
AVAILABLE HANDICAPPED STALLS	2
AVAILABLE STANDARD STALLS	57
TOTAL PROVIDED PARKING STALLS	59

NOTES

1. THE BASIS OF THE BEARING SYSTEM IS ASSUMED.
2. NO SPECIFIC SOIL INVESTIGATION HAS BEEN COMPLETED
3. CONTRACTOR SHALL VERIFY PROPOSED ELEVATIONS AND DIMENSIONS.
4. NO TITLE INFORMATION WAS PROVIDED FOR THIS SURVEY. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.
5. EXISTING UTILITIES AND SERVICES SHOWN HEREON OWNER LOCATED EITHER PHYSICALLY ON THE GROUND DURING THE SURVEY OR FROM EXISTING RECORDS MADE AVAILABLE TO US OR BY RESIDENT TESTIMONY. OTHER UTILITIES AND SERVICES MAY BE PRESENT. VERIFICATION AND LOCATION OF UTILITIES AND SERVICES SHOULD BE OBTAIN FROM THE OWNERS OF RESPECTIVE UTILITIES BY CONTACTING GOPHER STATE ONE CALL AT (651) 454-0002 PRIOR TO ANY DESIGN, PLANNING OR EXCAVATION.

LEGAL DESCRIPTION

The South Half of Lot 25, ARGONNE FARMS, Dakota County, Minnesota, according to the recorded plat thereof.
Torrens Property - Certificate of Title No.161869

SITE BENCHMARK

ELEVATION = 1052.90 (RIM) SANITARY MANHOLE ON THE JUNELLE PATH.

EXHIBIT C

EDS
ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

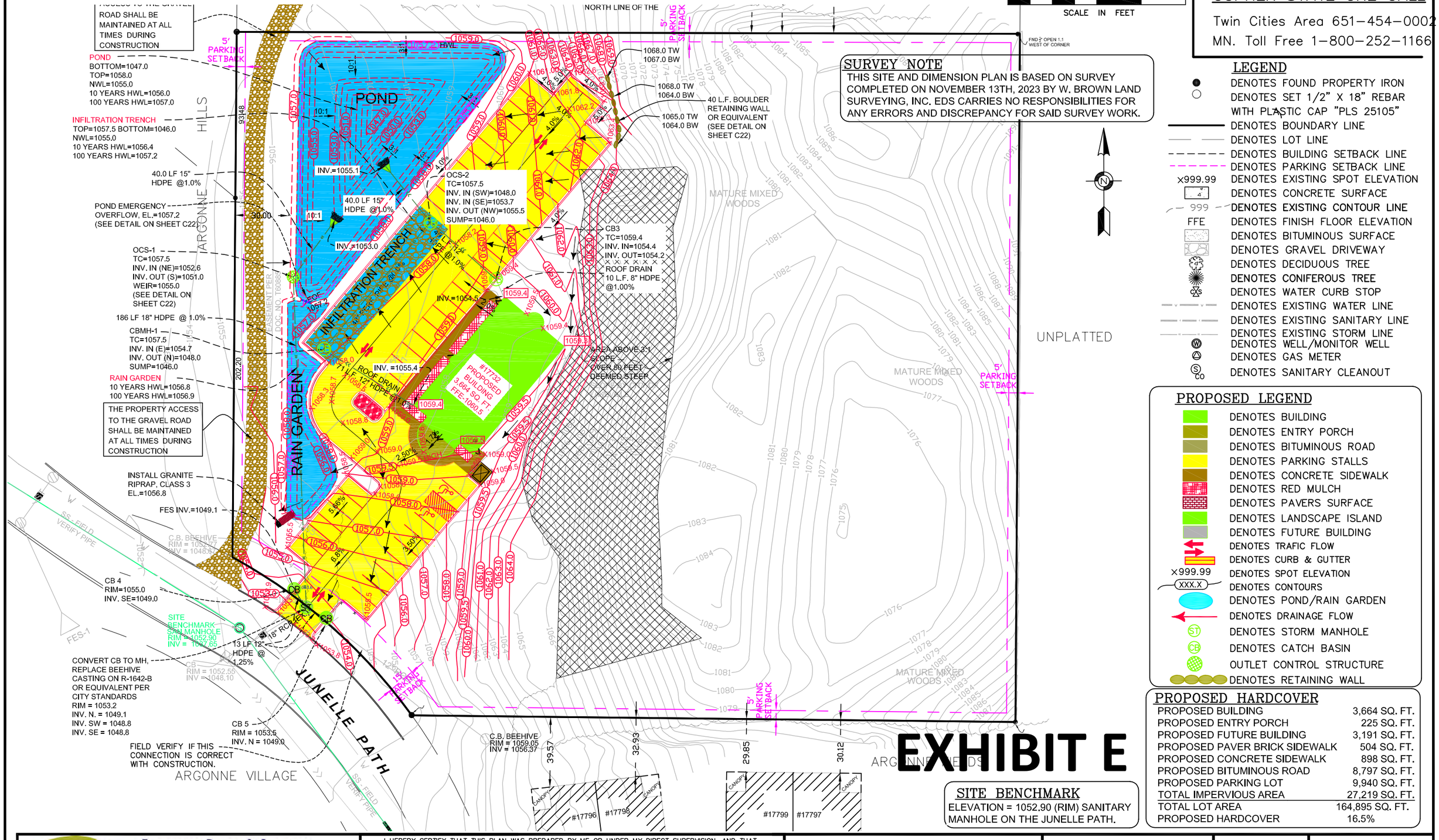
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Vlad Sivriver DATED: 05/17/2026

VLADIMIR SIVRIVER P.E. NO. 25105

SITE AND DIMENSION PLAN	FIELD WORK DATE: 11/25/24	DRAWN BY: IS	PROJECT NO.: 24-130
LOCATION: 17732 JUNELLE PATH LAKEVILLE, MN 55044	FIELD BOOK NO.: EDS-15	CHECKED BY: VS	SHEET NO. C4

GRADING AND DRAINAGE PLAN



Call 48 Hours before digging

GOPHER STATE ONE CALL

Twin Cities Area 651-454-0002

MN. Toll Free 1-800-252-1166

SURVEY NOTE

THIS SITE AND DIMENSION PLAN IS BASED ON SURVEY COMPLETED ON NOVEMBER 13TH, 2023 BY W. BROWN LAND SURVEYING, INC. EDS CARRIES NO RESPONSIBILITIES FOR ANY ERRORS AND DISCREPANCY FOR SAID SURVEY WORK.

LEGEND

- DENOTES FOUND PROPERTY IRON
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- DENOTES BOUNDARY LINE
- DENOTES LOT LINE
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- DENOTES DECIDUOUS TREE
- DENOTES CONIFEROUS TREE
- WS DENOTES WATER CURB STOP
- DENOTES EXISTING WATER LINE
- DENOTES EXISTING SANITARY LINE
- DENOTES EXISTING STORM LINE
- W DENOTES WELL/MONITOR WELL
- DENOTES GAS METER
- S CO DENOTES SANITARY CLEANOUT

PROPOSED LEGEND

- DENOTES BUILDING
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- DENOTES TRAFIC FLOW
- DENOTES CURB & GUTTER
- ×999.99 DENOTES SPOT ELEVATION
- XXX.X DENOTES CONTOURS
- DENOTES POND/RAIN GARDEN
- DENOTES DRAINAGE FLOW
- ST DENOTES STORM MANHOLE
- CB DENOTES CATCH BASIN
- OUTLET CONTROL STRUCTURE
- DENOTES RETAINING WALL

PROPOSED HARDCOVER

PROPOSED BUILDING	3,664 SQ. FT.
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SITE BENCHMARK

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EXHIBIT E

EDS
ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

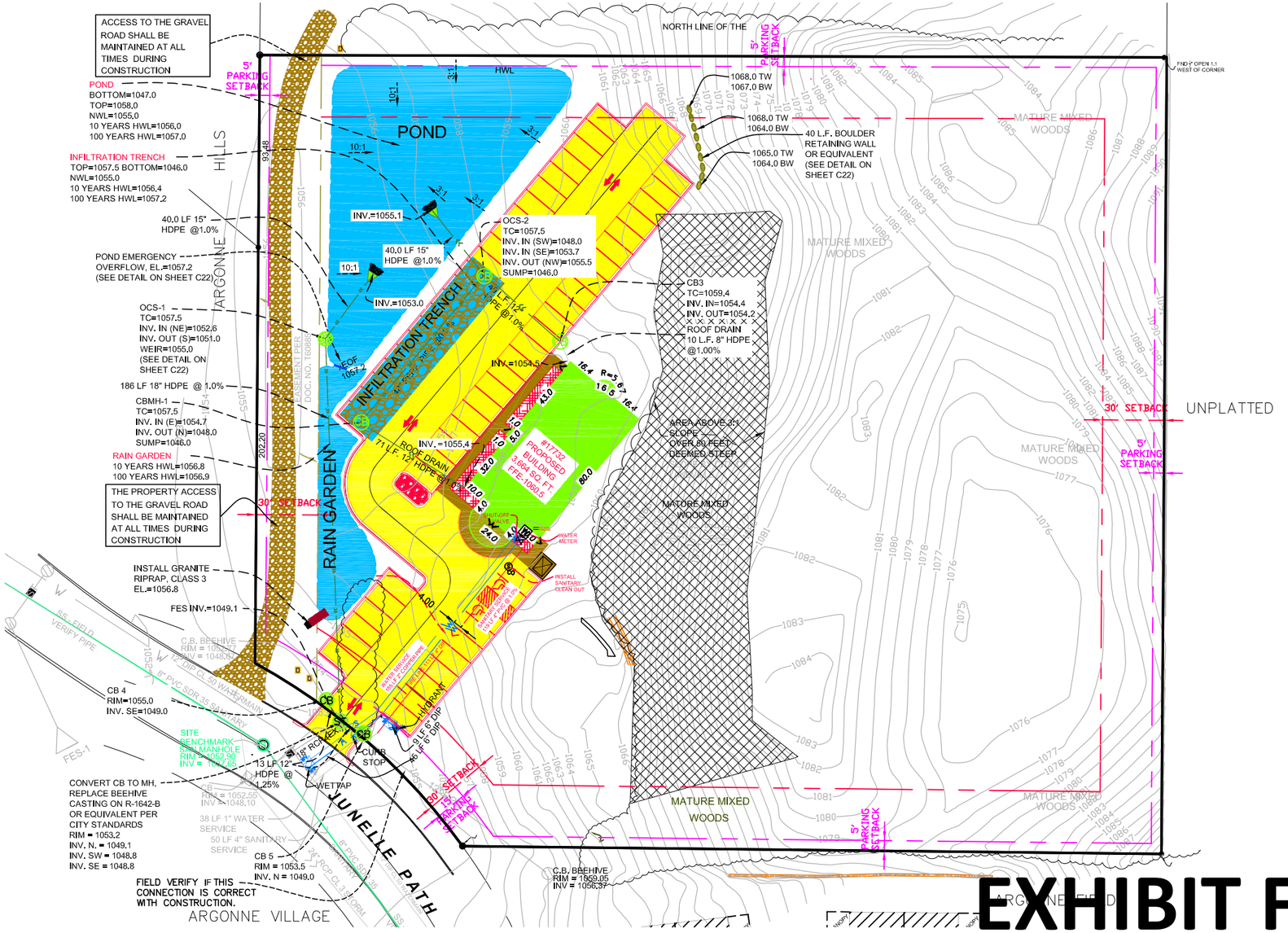
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Vlad Sivriver DATED: 05/17/2026

VLADIMIR SIVRIVER P.E. NO. 25105

GRADING AND DRAINAGE PLAN	FIELD WORK DATE: 11/25/24	DRAWN BY: IS	PROJECT NO.: 24-130
LOCATION: 17732 JUNELLE PATH LAKEVILLE, MN 55044	FIELD BOOK NO.:	CHECKED BY: VS	SHEET NO. C6

UTILITY PLAN



Call 48 Hours before digging

GOPHER STATE ONE CALL

Twin Cities Area 651-454-0002

MN. Toll Free 1-800-252-1166

LEGEND

- DENOTES FOUND PROPERTY IRON
- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "PLS 25105"
- DENOTES BOUNDARY LINE
- DENOTES LOT LINE
- DENOTES BUILDING SETBACK LINE
- DENOTES PARKING SETBACK LINE
- x999.99 DENOTES EXISTING SPOT ELEVATION
- DENOTES CONCRETE SURFACE
- 999 DENOTES EXISTING CONTOUR LINE
- FFE DENOTES FINISH FLOOR ELEVATION
- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL DRIVEWAY
- DENOTES DECIDUOUS TREE
- DENOTES CONIFEROUS TREE
- DENOTES WATER CURB STOP

PROPOSED LEGEND

- DENOTES BUILDING
- DENOTES ENTRY PORCH
- DENOTES BITUMINOUS ROAD
- DENOTES PARKING STALLS
- DENOTES CONCRETE SIDEWALK
- DENOTES RED MULCH
- DENOTES PAVERS SURFACE
- DENOTES LANDSCAPE ISLAND
- DENOTES FUTURE BUILDING
- DENOTES TRAFIC FLOW
- DENOTES CURB & GUTTER
- DENOTES STORM MANHOLE
- DENOTES CATCH BASIN
- OUTLET CONTROL STRUCTURE
- DENOTES RETAINING WALL
- DENOTES POND/RAIN GARDEN

CONSTRUCTION NOTES

1. CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" WITHIN TWO WORKING DAYS PRIOR TO EXCAVATION/CONSTRUCTION FOR UTILITY LOCATIONS. TWIN CITIES METRO AREA: 651-454-0002 OR TOLL-FREE: 1-800-252-1166.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LOCATIONS AND INVERTS, SHOWN OR NOT SHOWN. ANY DISCREPANCY BETWEEN PLANS AND FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER IMMEDIATELY.
3. THE UTILITY CONTRACTOR SHALL VERIFY THE LOCATIONS AND ELEVATIONS OF THE BUILDING PIPE SYSTEM PRIOR TO CONSTRUCTING SERVICE CONNECTIONS.
4. ALL UTILITY WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF LAKEVILLE SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
5. UTILITY TRENCHES SHALL BE COMPACTED TO 95 % STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D698.78 OR AASHTO T-99) FROM THE PIPE ZONE TO WITHIN THREE FEET OF THE GROUND SURFACE AND 100 % STANDARD PROCTOR IN THE UPPER THREE FEET.
6. CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING THE APPROPRIATE SEWER, WATER AND PLUMBING PERMITS FROM THE CITY'S BUILDING DEPARTMENT. CONTACT UTILITIES DIVISION.
7. EXISTING SANITARY SEWER AND WATERMAIN STUBS SHALL BE USED FOR UTILITY CONNECTIONS AS REQUIRED.
8. GENERAL CONTRACTOR SHALL COORDINATE WORK WITH ALL UTILITY COMPANIES.

SEPARATION/LOCATION NOTES

- 10' TYPICAL SEPARATION BETWEEN SANITARY MAIN AND WATER MAIN.
- 4' TYPICAL SEPARATION BETWEEN SANITARY SERVICE AND WATER SERVICE.
-18" MINIMUM VERTICAL SEPARATION IS REQUIRED FROM THE BOTTOM OF SANITARY SERVICE TO THE TOP OF WATER SERVICE.

NOTE

PRIVATE UTILITY MATERIALS AND INSTALLATION TO BE REVIEWED WITH BUILDING PERMIT APPLICATION. STORM SEWER WITHIN PUBLIC RIGHT-OF-WAY REQUIRED TO BE RCP.

PROPOSED UTILITY LEGEND

- DENOTES SANITARY SERVICE
- DENOTES WATER SERVICE
- DENOTES WATER METER
- DENOTES SHUT-OFF VALVE
- DENOTES SANITARY CLEANOUT
- DENOTES WATER CURB STOP
- DENOTES HYDRANT

MATERIALS

WATER	
-WATERMAIN	8" DIP CL. 50
-WATER SERVICE	2.0" COPPER TYPE K
-FIRE LINE	4" DIP
SANITARY	
-SANITARY MAIN	8" SDR 35 PVC PIPE
-SANITARY SERVICE	4" SDR 40 PVC PIPE SCHEDULE 40

EXISTING UTILITY LEGEND

- DENOTES EXISTING WATER LINE
- DENOTES EXISTING SANITARY LINE
- DENOTES EXISTING STORM LINE

EXHIBIT F

EDS
ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Vlad Sivriver DATED: 05/17/2026

VLADIMIR SIVRIVER P.E. NO. 25105

UTILITY PLAN	FIELD WORK DATE: 11/25/24	DRAWN BY: IS	PROJECT NO.: 24-130
LOCATION: 17732 JUNELLE PATH LAKEVILLE, MN 55044	FIELD BOOK NO.: EDS-15	CHECKED BY: VS	SHEET NO. C11

TREE PRESERVATION PLAN

0 60 120

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166

TREE SURVEY NOTES

1. 76 TREES WERE LOCATED WITHIN THE PARCEL.
2. ALL TREES 6 INCHES OR LARGER IN DIAMETER WERE LOCATED AT THE CHEST LEVEL APPROXIMATELY 4.5 FEET FROM THE GROUND LEVEL
3. ALL DIAMETERS WERE MEASURED IN INCHES
4. THE TRUE CENTER OF THE TREES WERE LOCATED BY USING THE DISTANCE OFFSET TOOL IN DECIMAL FEET
5. MULTI STEM TREES ARE DESCRIBED WITH MULTIPLE DIAMETERS FOR ONE STEM. (EXAMPLE: 12 24" MAPLE)
6. TREES SPECIES WERE IDENTIFIED TO THE BEST OF OUR KNOWLEDGE. (EXAMPLE 9"OAK)
7. DEAD TREES WERE LABELED AS DEAD AT THE END OF THE DESCRIPTOR TO THE BEST OF OUR ABILITY. (EXAMPLE: 12" ASH DEAD)
8. REMOVED TREES WERE LABELED AS REMOVE AT THE END OF THE DESCRIPTOR TO THE BEST OF OUR ABILITY. (EXAMPLE: 12" ASH DEAD)

LEGEND

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- DENOTES SETBACK LINE
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- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL DRIVEWAY
- DENOTES DECIDUOUS TREE
- DENOTES CONIFEROUS TREE
- DENOTES WATER CURB STOP
- DENOTES TREE LINE

TREE LEGEND

- DENOTES TREE REMOVED
- DENOTES TREE TO BE SAVED
- 2 12" MAPLE DENOTES TREE LABELED
- DENOTES PROPOSED SILT FENCE

PROPOSED LEGEND

- DENOTES BUILDING
- DENOTES ENTRY PORCH
- DENOTES BITUMINOUS ROAD
- DENOTES PARKING STALLS
- DENOTES CONCRETE SIDEWALK
- DENOTES RED MULCH
- DENOTES PAVERS SURFACE
- DENOTES LANDSCAPE ISLAND
- DENOTES FUTURE BUILDING
- DENOTES CURB & GUTTER
- DENOTES EROSION CONTROL LOGS
- DENOTES POND/RAIN GARDEN

TREE PROTECTION NOTE

TREE PROTECTION FENCING TO BE INSTALLED PRIOR TO SITE DISTURBANCE AND MAINTAINED THROUGHOUT CONSTRUCTION.

SITE BENCHMARK

ELEVATION = 1052.90 (RIM) SANITARY MANHOLE ON THE JUNELLE PATH.

PROPOSED HARDCOVER

PROPOSED BUILDING	3,664 SQ. FT.
PROPOSED ENTRY PORCH	225 SQ. FT.
PROPOSED FUTURE BUILDING	3,191 SQ. FT.
PROPOSED PAVER BRICK SIDEWALK	504 SQ. FT.
PROPOSED CONCRETE SIDEWALK	898 SQ. FT.
PROPOSED BITUMINOUS ROAD	8,797 SQ. FT.
PROPOSED PARKING LOT	9,940 SQ. FT.
TOTAL IMPERVIOUS AREA	27,219 SQ. FT.
TOTAL LOT AREA	164,895 SQ. FT.
PROPOSED HARDCOVER	16.5%

NOTES

1. THE BASIS OF THE BEARING SYSTEM IS ASSUMED.
2. NO SPECIFIC SOIL INVESTIGATION HAS BEEN COMPLETED
3. CONTRACTOR SHALL VERIFY PROPOSED ELEVATIONS AND DIMENSIONS.
4. NO TITLE INFORMATION WAS PROVIDED FOR THIS SURVEY. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.
5. EXISTING UTILITIES AND SERVICES SHOWN HEREON OWNER LOCATED EITHER PHYSICALLY ON THE GROUND DURING THE SURVEY OR FROM EXISTING RECORDS MADE AVAILABLE TO US OR BY RESIDENT TESTIMONY. OTHER UTILITIES AND SERVICES MAY BE PRESENT. VERIFICATION AND LOCATION OF UTILITIES AND SERVICES SHOULD BE OBTAIN FROM THE OWNERS OF RESPECTIVE UTILITIES BY CONTACTING GOPHER STATE ONE CALL AT (651) 454-0002 PRIOR TO ANY DESIGN, PLANNING OR EXCAVATION.

EXHIBIT G

EDS
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Vlad Sivriver DATED: 04/30/2026

VLADIMIR SIVRIVER P.E. NO. 25105

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LOCATION: 17732 JUNELLE PATH LAKEVILLE, MN 55044	FIELD BOOK NO.: EDS-15	CHECKED BY: VS	SHEET NO. C14

TREE INVENTORY PLAN

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166

No.	TAG #	SPECIES	DIAMETER (Inches)	HEIGHT (Feet)	CONDITION	TYPE OF TREE	REMOVALS TREE YES/NOT	TOTAL DIAMETER ON SITE (Inches)	TOTAL DIAMETER ON REMOVED (Inches)
1	103	CRABAPPLE	12		8	COMMON TREE	NO		
2	138	ASH	7		8	COMMON TREE	YES		
3	139	ASH	13		8	COMMON TREE	YES		
4	140	ASH	7		8	COMMON TREE	YES		
5	142	ASH	10		8	COMMON TREE	NO		
6	145	MAPLE	7		8	COMMON TREE	NO		
7	147	ASH	18		8	COMMON TREE	NO		
8	152	ASH	6		8	COMMON TREE	YES		
9	154	ASH	6		8	COMMON TREE	YES		
10	156	ASH	16		8	COMMON TREE	YES		
11	160	ASH	13		8	COMMON TREE	YES		
12	161	ASH	12		8	COMMON TREE	YES		
13	162	ASH	11		8	COMMON TREE	YES		
14	163	ASH	7		8	COMMON TREE	YES		
15	164	ASH	15		8	COMMON TREE	YES		
16	165	ASH	14		8	COMMON TREE	YES		
17	166	ASH	14		8	COMMON TREE	YES		
18	167	BUCKTHORN	N/A		8	COMMON TREE	YES		
19	168	ASH	18		8	COMMON TREE	YES		
20	169	BUCKTHORN	N/A		8	COMMON TREE	NO		
21	171	ASH	24		8	COMMON TREE	NO		
22	173	ASH	6		8	COMMON TREE	NO		
23	174	ASH	6		8	COMMON TREE	NO		
24	175	ASH	7		8	COMMON TREE	NO		
25	104	BOXELDER	8		8	COMMON TREE	YES		
26	111	CRABAPPLE	16		8	COMMON TREE	YES		
27	115	CATALPA	8		8	COMMON TREE	YES		
28	116	CRABAPPLE	8		8	COMMON TREE	YES		
29	117	COTTONWOOD	72		8	COMMON TREE	YES		
30	118	BUCKTHORN	N/A		8	COMMON TREE	YES		
31	119	BUCKTHORN	N/A		8	COMMON TREE	YES		
32	120	BUCKTHORN	N/A		8	COMMON TREE	YES		
33	121	BUCKTHORN	N/A		8	COMMON TREE	YES		
34	122	ASH	N/A		8	COMMON TREE	YES		
35	123	BUCKTHORN	N/A		8	COMMON TREE	YES		
36	124	ASH	N/A		8	COMMON TREE	YES		
37	125	ASH	N/A		8	COMMON TREE	YES		
38	126	BUCKTHORN	N/A		8	COMMON TREE	YES		
39	129	BUCKTHORN	N/A		8	COMMON TREE	YES		
40	131	ASH	N/A		8	COMMON TREE	YES		
41	132	ASH	N/A		8	COMMON TREE	YES		
42	135	BUCKTHORN	N/A		8	COMMON TREE	YES		
43	136	ASH	N/A		8	COMMON TREE	YES		
44	143	BUCKTHORN	N/A		8	COMMON TREE	YES		
45	144	BUCKTHORN	N/A		8	COMMON TREE	YES	361	271

No.	TAG #	SPECIES	DIAMETER (inches)	HEIGHT (Feet)	CONDITION	TYPE OF TREE	REMOVALS TREE YES/NO	TOTAL DIAMETER ON SITE (Inches)	TOTAL DIAMETER ON REMOVED (Inches)
46	100	SPRUCE	12		8	CONIFEROUS TREE	NO		
47	112	SPRUCE	18		8	CONIFEROUS TREE	NO		
48	170	PINE	14	40	8	CONIFEROUS TREE	NO		
49	105	SPRUCE	8		8	CONIFEROUS TREE	YES		
50	106	SPRUCE	8		8	CONIFEROUS TREE	YES		
51	107	SPRUCE	8		8	CONIFEROUS TREE	YES		
52	108	SPRUCE	8		8	CONIFEROUS TREE	YES		
53	109	SPRUCE	8		8	CONIFEROUS TREE	YES		
54	110	SPRUCE	8		8	CONIFEROUS TREE	YES	92	48
55	101	OAK	40		8	HARDWOOD DECIDUOUS TREE	NO		
56	102	OAK	20		8	HARDWOOD DECIDUOUS TREE	NO		
57	141	OAK	22		8	HARDWOOD DECIDUOUS TREE	YES		
58	148	OAK	14		8	HARDWOOD DECIDUOUS TREE	YES		
59	149	OAK	20		8	HARDWOOD DECIDUOUS TREE	YES		
60	151	OAK	12		8	HARDWOOD DECIDUOUS TREE	YES		
61	153	OAK	20		8	HARDWOOD DECIDUOUS TREE	YES		
62	155	OAK	18		8	HARDWOOD DECIDUOUS TREE	YES		
63	176	OAK	24		8	HARDWOOD DECIDUOUS TREE	YES		
64	157	OAK	18		8	HARDWOOD DECIDUOUS TREE	YES		
65	158	OAK	14		8	HARDWOOD DECIDUOUS TREE	YES		
66	159	OAK	24		8	HARDWOOD DECIDUOUS TREE	YES		
67	114	HONEY LOCUST	20		8	HARDWOOD DECIDUOUS TREE	NO		
68	128	OAK	10		8	HARDWOOD DECIDUOUS TREE	YES		
69	130	OAK	18		8	HARDWOOD DECIDUOUS TREE	YES	294	190
70	113	OAK	36		8	HERITAGE TREE	NO		
71	172	OAK	30		8	HERITAGE TREE	NO	66	0
72	127	ASH	18		DEAD		YES		
73	133	ASH	18		DEAD		YES		
74	134	ASH	24		DEAD		YES		
75	137	BUCKTHORN	7		DEAD		YES		
76	146	ASH	18		DEAD		YES		
77	150	ASH	8		DEAD		YES	93	93

TREE CLASSIFICATION	TOTAL TREES (COUNT)	TREES BEING REMOVED (COUNT)	TOTAL DIAMETER ON SITE (IN.)	TOTAL DIAMETER OF REMOVED TREES (IN.)
COMMON TREES	45	36	361	271
CONIFEROUS TREE	9	6	92	48
HARDWOOD DECIDUOUS TREES	15	12	294	190
HERITAGE TREES	2	0	66	0
TOTALS	**71**	**54**	**813**	**509**

			BY DIAMETER (INCHES)	
40 % REMOVAL THRESHOLD	325	TOTAL SIGNIFICANT X TREES X 40%	**SAVED**	**37.4%**	**304**
			REMOVED	**62.6%**	**509**

NO.	DATE	DESCRIPTION	BY

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Vlad Sivriver DATED: 04/30/2026

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TREE INVENTORY PLAN	FIELD WORK DATE: 11/25/24	DRAWN BY: IS	PROJECT NO.: 24-130
LOCATION: 17732 JUNELLE PATH LAKEVILLE, MN 55044	FIELD BOOK NO.: EDS-15	CHECKED BY: VS	SHEET NO. C15

TREE REPLACEMENT REQUIREMENTS AND PLANTS SCHEDULE

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166

Directions: Fill all cells highlighted in yellow with the numbers from your tree preservation plan. Only reference numbers from the removal threshold that applies to your project (40% or 70%).

Table 1:

Tree classification	Total significant tree diameter inches on site	Total significant tree diameter inches removed
Common	361	271
Coniferous	92	48
Hardwood deciduous	294	190
Heritage trees	66	0
TOTAL	813	509

Table 2:

Removal Threshold	Allowable removal of significant diameter inches
40% removal threshold	325
70% removal threshold	569

Table 3: If at any point the calculation in this table goes below zero, all remaining significant

Determine the rate of required tree replacement	With a 40% removal threshold	With a 70% removal threshold
Subtract total significant common diameter inches removed from threshold	54	298
Common inches that require replacement	0	0
then subtract total significant conifer diameter inches from the above result	6	250
Conifer inches that require replacement	0	0
finally subtract total significant hardwood deciduous diameter inches from the above result	-184	250
Hardwood deciduous inches that require replacement	183.8	0.0

Table 4:

Determine the rate of required tree replacement	With a 40% removal threshold	With a 70% removal threshold
Tree replacement required for common trees (1/8 diameter inches)	0.0	0.0
Tree replacement required for conifer trees (1/4 diameter inches)	0.0	0.0
Tree replacement required for hardwood deciduous (1/2 diameter inches)	91.9	0.0
Significant tree replacement required for heritage trees (100% diameter inches)	0.0	0.0
Total significant tree replacement required (diameter inches). Not including credits.	91.9	0.0

Table 5:

Total inches of heritage trees preserved on site.	66.0
Total preserved significant inches located within an approved significant woodland. (Not including inches from heritage trees, as they are already counted above)	747.0

Table 6: The larger of the two totals shown in table 5 is computed into credit first. The smaller

Determine required tree replacement including credits.	With a 40% removal threshold	With a 70% removal threshold
Credits from the larger of the two above totals (diameter inches)	46.0	0.0
Remaining required tree replacement in diameter inches	46.0	0.0
Credits from the smaller of the two above totals (diameter inches)	23.0	0.0
Final required tree replacement (diameter inches)	**23.0**	**0.0**

PLANT SCHEDULE

1	EVERGREEN SHRUB	QTY	COMMON NAME	BOTANICAL NAME	CONT
	BA	40	BRANDON ARBORVITAE	THUJA OCCIDENTALIS "BRANDON"	MIN. 6 FT. TALL
2	EVERGREEN SHRUB	QTY	COMMON NAME	BOTANICAL NAME	CONT
	LGAA	4	LITTLE GIANT AMERICAN ARBORVITAE	THUJA OCCIDENTALIS "LITTLE GIANT"	6 FT. TALL & WIDE
3	DECIDUOUS TREE	QTY	COMMON NAME	BOTANICAL NAME	CONT
	MP	5	MAPLE	ACER	MIN. CALIPER 2.5 INCHES
4	CONIFEROUS TREE	QTY	COMMON NAME	BOTANICAL NAME	CONT
	BHS	4	WHITE PINE	PINUS STROBUS	MIN. 6 FT. TALL
5	DECIDUOUS TREE	QTY	COMMON NAME	BOTANICAL NAME	CONT
	CB	2	CRABAPPLE	MALUS	MIN. CALIPER 2 INCHES
6	DECIDUOUS SHRUB	QTY	COMMON NAME	BOTANICAL NAME	CONT
	HP	2	HYDRANGEA "PANICULATA"	PANICLE HYDRANGEA	2 GAL.
7	DECIDUOUS SHRUB	QTY	COMMON NAME	BOTANICAL NAME	CONT
	HV	6	HYDRANGEA "BLUE"	HYDRAGEA MACROPHYLLA "NIKKO BLUE"	2 GAL.
8	PERENNIAL GRASS	QTY	COMMON NAME	BOTANICAL NAME	CONT
	WPG	10	WHITE PAMPAS GRASS	CORTADERIA SELLOANA	1 GAL.
9	SHRUB	QTY	COMMON NAME	BOTANICAL NAME	CONT
	C	40	CORNUS	GREY DOGWOOD	5 GAL. 6-9 FT. HEIGHT& WIDHT
10	PERENNIAL GRASS	QTY	COMMON NAME	BOTANICAL NAME	CONT
	HV	4	HOSTA "VENTRICOSA"	ASPARAGACEAEA	1 GAL.
	TOTAL	117			

TREE PRESERVATION NOTES (CITY OF LAKEVILLE)

1. CALIPER INCHES: STEM DIAMETER OF NURSERY STOCK AS IDENTIFIED BY THE AMERICAN STANDARD FOR NURSERY STOCK.

2. COMMON TREE: A DECIDUOUS OVERSTORY TREE INCLUDING COTTONWOOD, POPLARS/ASPEN, BOXELDER, WILLOW, SILVER MAPLE, ELM BLACK LOCUST OR ANY TREE CONSIDERED NON-NATIVE TO MINNESOTA.

3. CONIFEROUS TREE: A WOODY PLANT BEARING SEEDS AND CONES HAVING FOLIAGE ON THE OUTERMOST PORTION OF THE BRANCHES THROUGHTOUT THE YEAR; TAMARACKS ARE INCLUDED AS A CONIFEROUS TREE SPECIES.

4. DECIDUOUS TREE: A WOODY PLANT WITH A DEFINED CROWN THAT SHEDS LEAVES ANNUALLY.

5. HARDWOOD DECIDUOUS: ANY DECIDUOUS TREE WITH THE EXCEPTION OF THOSE DEFINED AS COMMON TREES.

6. HERITAGE TREE: A HEALTHY HARDWOOD DECIDUOUS TREE, MEASURING EQUAL TO OR GREATER THAN THIRTY INCHES (30") IN DIAMETER OR A HEALTHY CONIFEROUS TREE MEASURING FORTY FEET (40') IN HEIGHT.

7. SIGNIFICANT DIAMETER INCHES: THE TOTAL DIAMETER INCHES OF ALL SIGNIFICANT TREES INVENTORIES IN EACH TREE CATEGORY (COMMON, CONIFER, HARDWOOD DECIDUOUS, HERITAGE).

REPLACEMENT NOTES (CITY OF LAKEVILLE)

REPLACEMENT TREES MUST CONSIST OF NURSERY STOCK AND BE NO LESS THAN THE FOLLOWING SIZES:

1. DECIDUOUS TREES: NO LESS THAN TWO AND ONE-HALF INCHES (2 ½") IN DIAMETER.

2. CONIFEROUS TREES: NO LESS THAN SIX FEET (6') HIGH.

REPLACEMENT TREES SHALL NOT BE PLACED ON EASEMENTS OR STREET RIGHT OF WAY.

NO.	DATE	DESCRIPTION	BY

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Vlad Sivriver
VLADIMIR SIVRIVER P.E. NO. 25105 DATED: 04/30/2026

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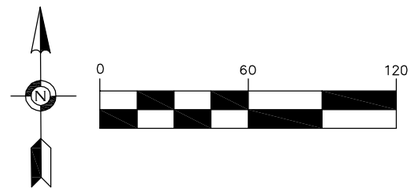
LOCATION: 17732 JUNELLE PATH LAKEVILLE, MN 55044	FIELD BOOK NO.: EDS-15	CHECKED BY: VS	SHEET NO. C17

LANDSCAPE PLAN



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GOPHER STATE ONE CALL

Twin Cities Area 651-454-0002

MN. Toll Free 1-800-252-1166

LEGEND

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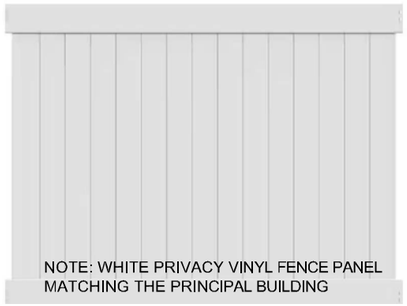
- DENOTES CONCRETE SURFACE
- 999 DENOTES EXISTING CONTOUR LINE
- FFE DENOTES FINISH FLOOR ELEVATION
- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL DRIVEWAY
- DENOTES DECIDUOUS TREE
- DENOTES CONIFEROUS TREE
- DENOTES WATER CURB STOP
- DENOTES TREE LINE

PROPOSED LEGEND

- DENOTES BUILDING
- DENOTES ENTRY PORCH
- DENOTES BITUMINOUS ROAD
- DENOTES PARKING STALLS
- DENOTES CONCRETE SIDEWALK
- DENOTES RED MULCH
- DENOTES PAVERS SURFACE
- DENOTES LANDSCAPE ISLAND
- DENOTES FUTURE BUILDING
- DENOTES CURB & GUTTER
- DENOTES EROSION CONTROL LOGS



NOTE: WHITE PRIVACY VINYL FENCE PANEL MATCHING THE PRINCIPAL BUILDING

GATE AND FENCE MATERIAL

NOT TO SCALE

PROPOSED LANDSCAPE LEGEND

- DENOTES PROPOSED BRANDON ARBORVITAE SHRUB
- DENOTES PROPOSED LITTLE GIANT AMERICAN ARBORVITAE
- DENOTES PROPOSED CRABAPPLE
- DENOTES PROPOSED SHRUB CORNUS "GREY DOGWOOD"
- DENOTES PROPOSED WHITE PINE
- DENOTES PROPOSED MAPLE
- DENOTES PROPOSED HYDRANGEA "PANICULATA"
- DENOTES PROPOSED HYDRAGEA "BLUE"
- DENOTES PROPOSED WHITE PAMPAS GRASS
- DENOTES PROPOSED HOSTA "VENTRICOSA"

EXHIBIT H

EDS

ENGINEERING DESIGN & SURVEYING

6480 Wayzata Blvd. Minneapolis, MN 55426

OFFICE: (763) 545-2800 FAX: (763) 545-2801

EMAIL: info@edsmn.com WEBSITE: http://edsmn.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.

Vlad Sivriver

VLADIMIR SIVRIVER P.E. NO. 25105

DATED: 04/30/2026

LANDSCAPE PLAN	FIELD WORK DATE: 11/25/24	DRAWN BY: IS	PROJECT NO.: 24-130
LOCATION: 17732 JUNELLE PATH LAKEVILLE, MN 55044	FIELD BOOK NO.: EDS-15	CHECKED BY: VS	SHEET NO. C16

GENERAL EXTERIOR NOTES:

1. ICE AND WATER BARRIER @ BOTTOM 6' OF ALL ROOF LINES, EXTEND BARRIER MIN. 3' ON EACH SIDE OF VALLEY, COVER ENTIRE FACE OF ROOF SADDLES. VERIFY ADDITIONAL LOCATIONS OF ICE AND WATER BARRIER AS NEEDED IN FIELD.
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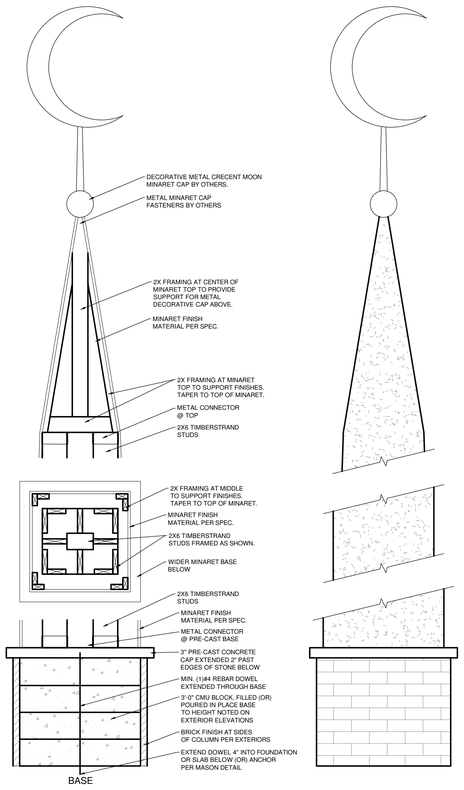
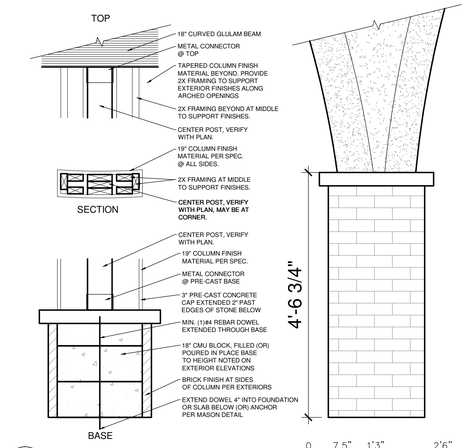
11. REFER TO MANUFACTURE SPECIFICATIONS FOR STONE.
12. GRADE CONDITIONS MAY VARY ON SITE.



3 MINARET DETAIL
3/4" = 1'-0"
0 7.5" 1'3" 2'6"
SCALE: 3/4" = 1'-0"



2 COLUMN OVER STONE BASE DETAIL
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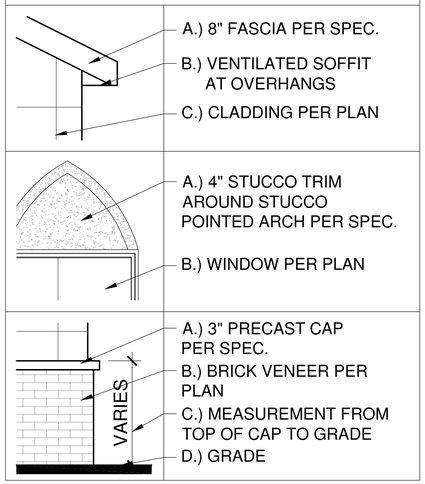

EXTERIOR MATERIAL KEY

FIBERGLASS ROOFING -MATERIAL: FABRICATED FIBERGLASS SHINGLES.	
METAL ROOFING -MATERIAL: STANDING SEAM METAL.	
STUCCO -MATERIAL: STUCCO, VERIFY W/ SPEC.	
BRICK VENEER -MATERIAL: BRICK, VERIFY W/ SPEC.	
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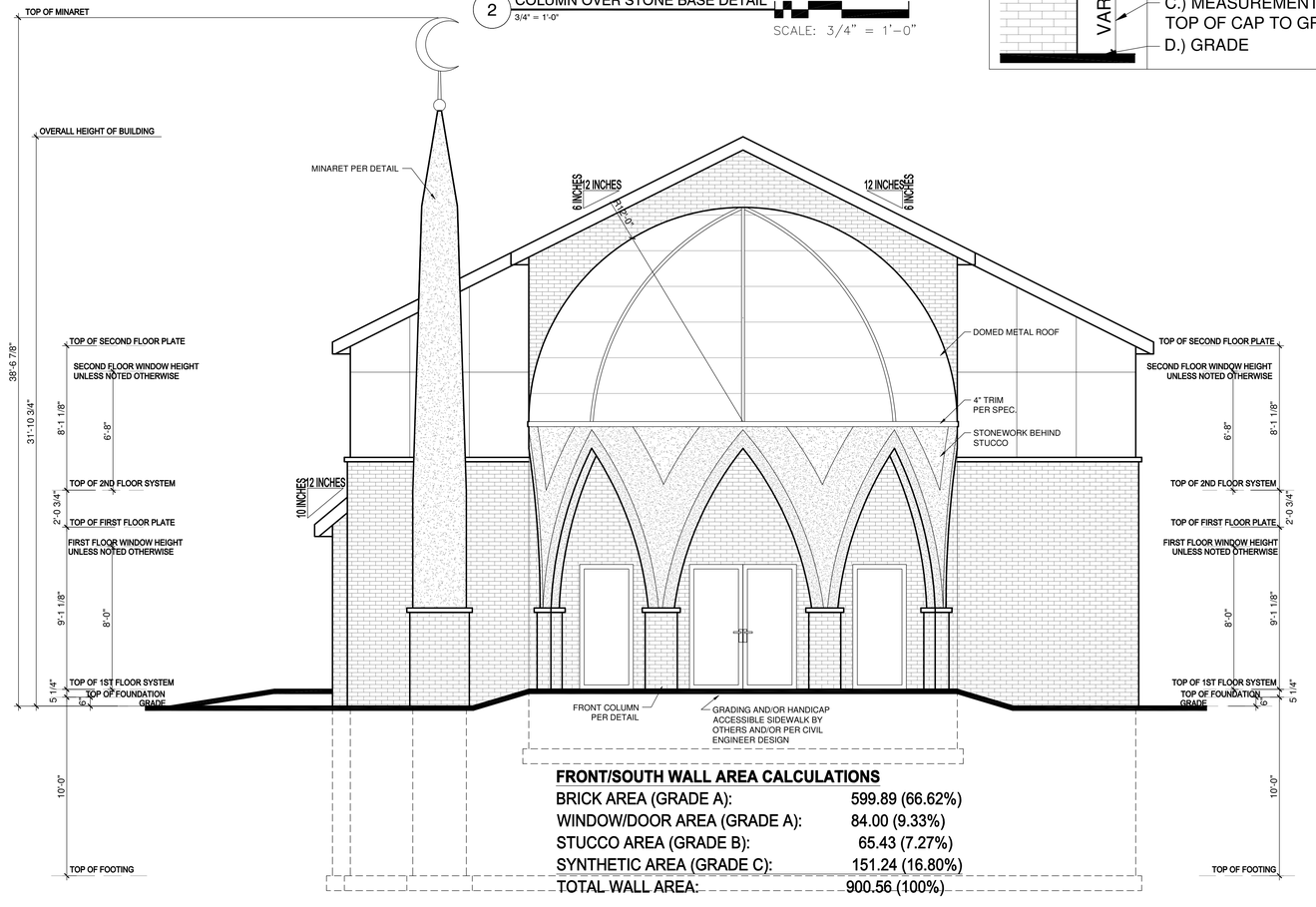

FRONT/SOUTH WALL AREA CALCULATIONS

BRICK AREA (GRADE A):	599.89 (66.62%)
WINDOW/DOOR AREA (GRADE A):	84.00 (9.33%)
STUCCO AREA (GRADE B):	65.43 (7.27%)
SYNTHETIC AREA (GRADE C):	151.24 (16.80%)
TOTAL WALL AREA:	900.56 (100%)

1 FRONT/SOUTH ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'
SCALE: 1/4" = 1'-0"

RDS ARCHITECTS
10135 47th AVE. N.
PLYMOUTH, MN. 55442
612-810-9628

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.
Name: Richard D. Storlien
Reg. No.: 21258
Date: 3/5/26

RICHARD D. STORLIEN REGISTERED PROFESSIONAL ARCHITECT 21258 STATE OF MINNESOTA

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.
SIGNED:
PRINTED: ROBBIE HYLAND
DATE: 5/27/2026 LICENSE. NO.: 49580

EXHIBIT I

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REVISION:	REV. DATE:
STRUCTURAL NOTES ADDED	3-6-26
PAGES E1-E3 & BRICK VENEER DETAILS ADDED (D1)	5-27-26

DRAWING TITLE: AL HADI MOSQUE

LOCATION: 17732 JUNELLE PATH, LAKEVILLE, MN

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320-224-7844
WINSTED, MN

CURRENT DATE: 5-27-26

PAGE L A1 D

PAGE DESCRIPTION: FRONT ELEVATION

SCALED PRINT @ 24X36

GENERAL EXTERIOR NOTES:

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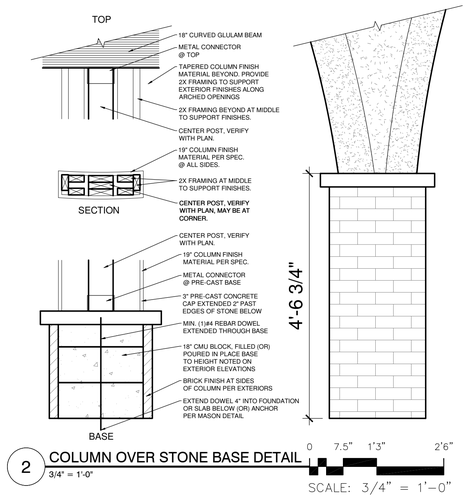
SIGNED: _____

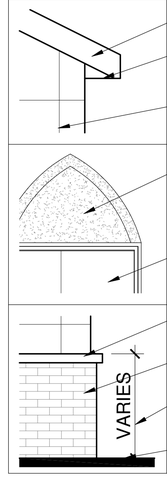
PRINTED: ROBBIE HYLAND

DATE: 5/27/2026 LICENSE. NO.: 49580



2 COLUMN OVER STONE BASE DETAIL
3/4" = 1'-0"

EXTERIOR DETAIL KEY



A.) 8" FASCIA PER SPEC.
B.) VENTILATED SOFFIT AT OVERHANGS
C.) CLADDING PER PLAN

A.) 4" STUCCO TRIM AROUND STUCCO POINTED ARCH PER SPEC.
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A.) 3" PRECAST CAP PER SPEC.
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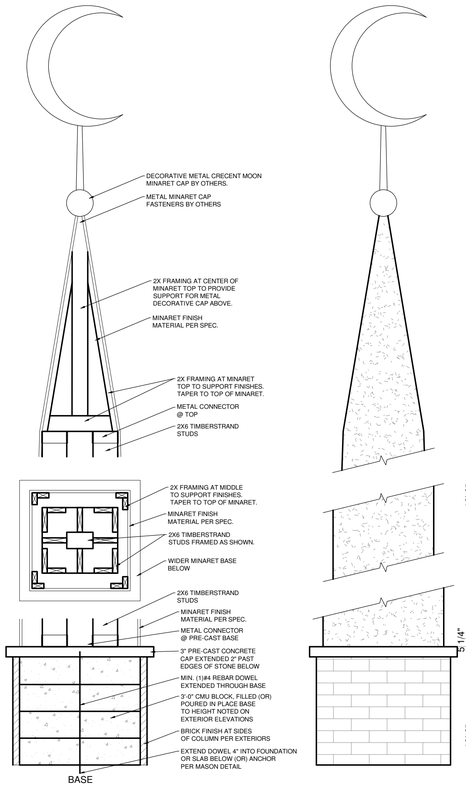
RDS ARCHITECTS
10135 47th AVE. N.
PLYMOUTH, MN. 55442
612-810-9628

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.

Name: Richard D. Stoller
Reg. No. 2056
Date: 5/27/26

RICHARD D. STOLLER REGISTERED PROFESSIONAL ARCHITECT STATE OF MINNESOTA



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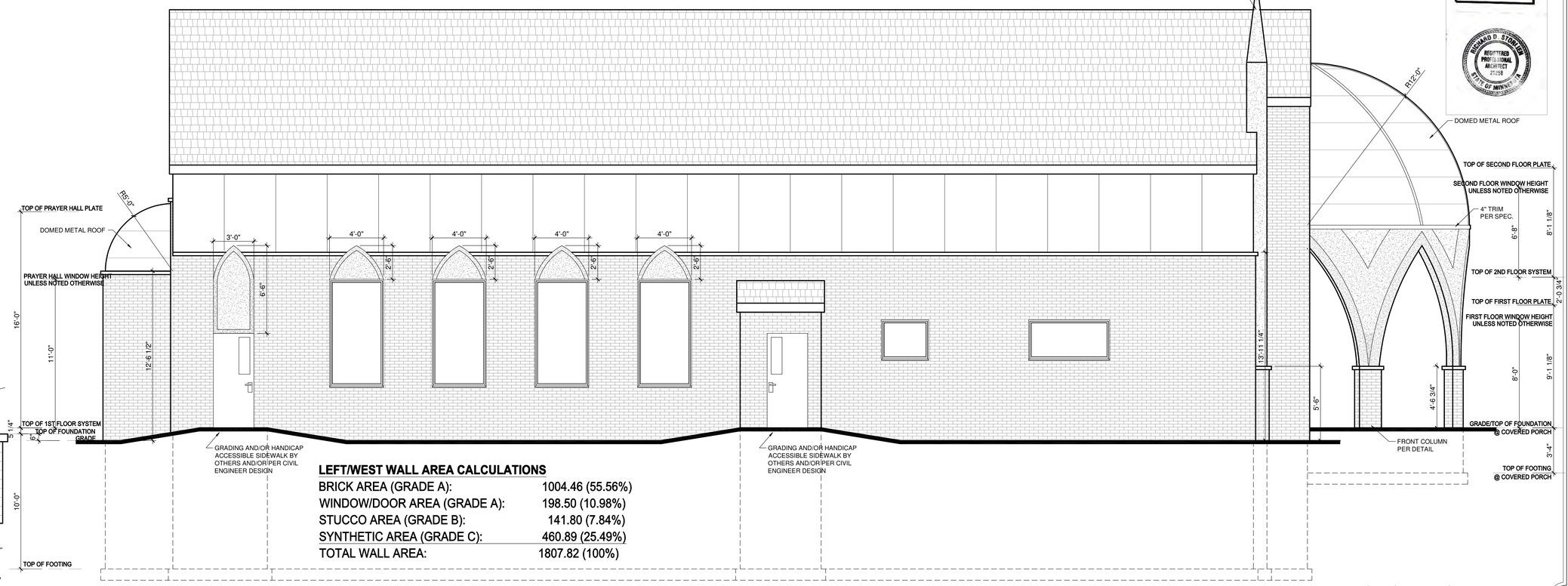

LEFT/WEST WALL AREA CALCULATIONS

BRICK AREA (GRADE A):	1004.46 (55.56%)
WINDOW/DOOR AREA (GRADE A):	198.50 (10.98%)
STUCCO AREA (GRADE B):	141.80 (7.84%)
SYNTHETIC AREA (GRADE C):	460.89 (25.49%)
TOTAL WALL AREA:	1807.82 (100%)

1 LEFT/WEST ELEVATION

0 2' 4' 8'

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REVISION:	REV. DATE:
STRUCTURAL NOTES ADDED	3-6-26
PAGES E1-E3 & BRICK VENEER DETAILS ADDED (D1)	5-27-26

DRAWING TITLE:
AL HADI MOSQUE

LOCATION:
17732 JUNELLE PATH, LAKEVILLE, MN

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WINSTED, MN

CURRENT DATE: 5-27-26

PAGE L A2 D

PAGE DESCRIPTION:
LEFT ELEVATION
SCALED PRINT @ 24X36

GENERAL EXTERIOR NOTES:

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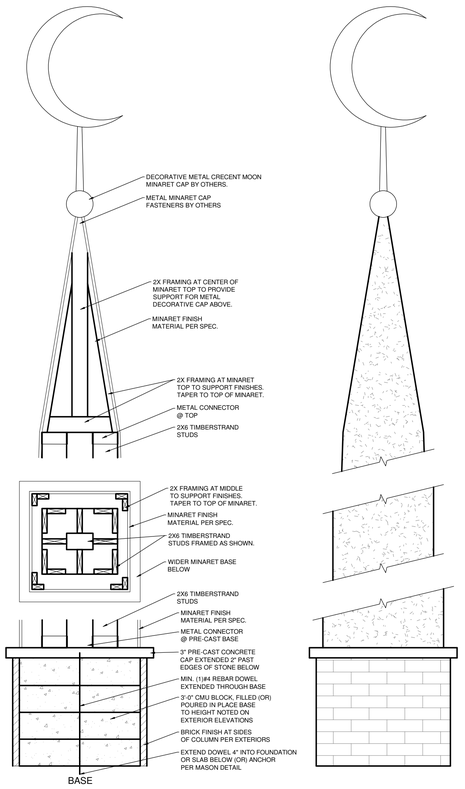

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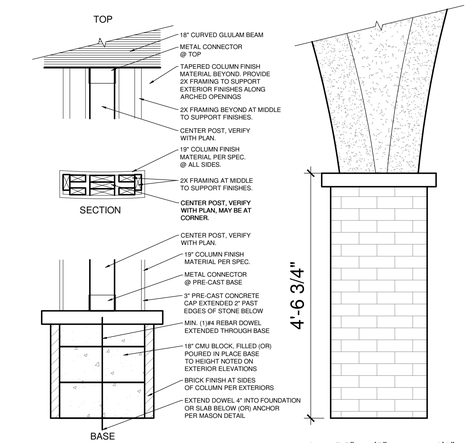

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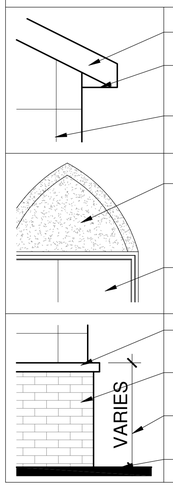

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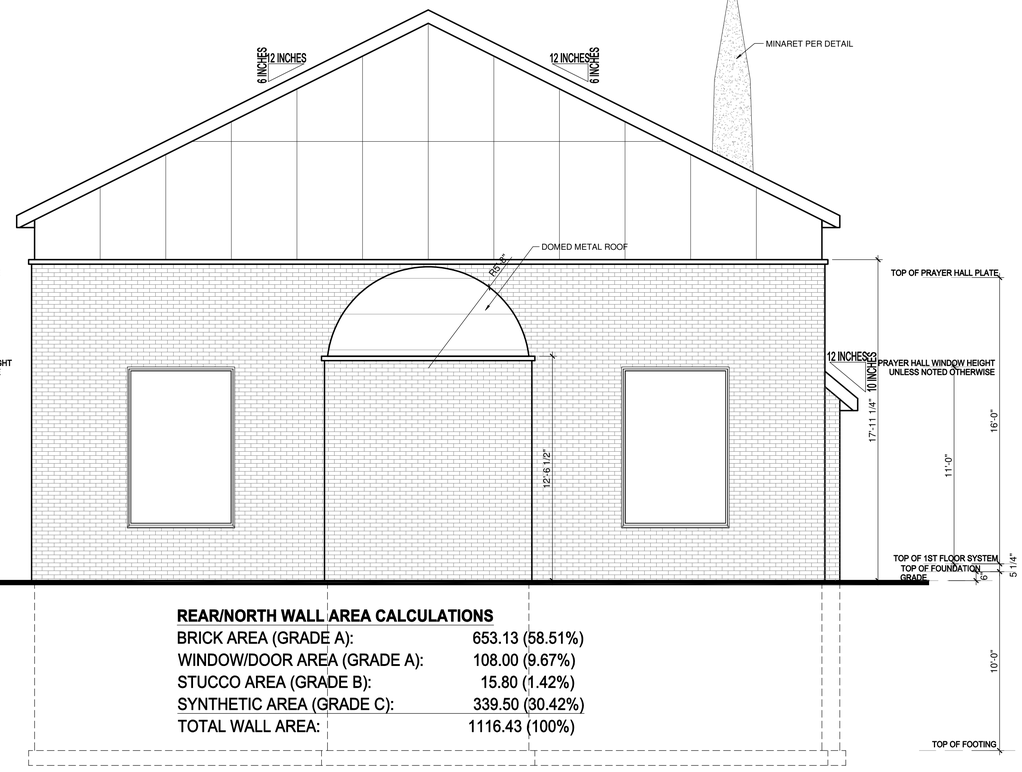

REAR/NORTH WALL AREA CALCULATIONS

BRICK AREA (GRADE A):	653.13 (58.51%)
WINDOW/DOOR AREA (GRADE A):	108.00 (9.67%)
STUCCO AREA (GRADE B):	15.80 (1.42%)
SYNTHETIC AREA (GRADE C):	339.50 (30.42%)
TOTAL WALL AREA:	1116.43 (100%)

1 REAR/NORTH ELEVATION
SCALE: 1/4" = 1'-0"

0 2' 4' 8'
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RDS ARCHITECTS
10135 47th AVE. N.
PLYMOUTH, MN. 55442
612-810-9628

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.
Richard D. Storlien
Name. Richard D. Storlien
Reg. No. 21258
Date. 3/5/26

RICHARD D. STORLIEN REGISTERED PROFESSIONAL ARCHITECT 21258 STATE OF MINNESOTA

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SIGNED:
PRINTED: ROBBIE HYLAND
DATE: 5/27/2026 LICENSE. NO.: 49580

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DRAWING TITLE: AL HADI MOSQUE

LOCATION: 17732 JUNELLE PATH, LAKEVILLE, MN

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PAGE L A3 D

PAGE DESCRIPTION: REAR ELEVATION

SCALED PRINT @ 24X36

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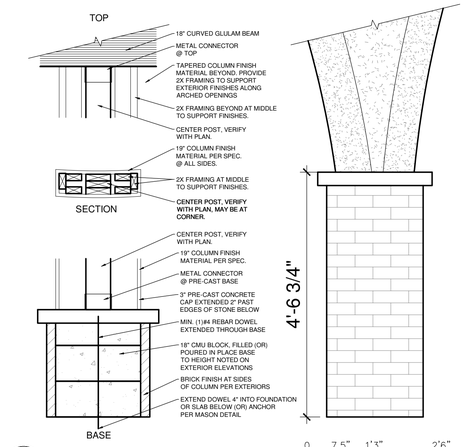

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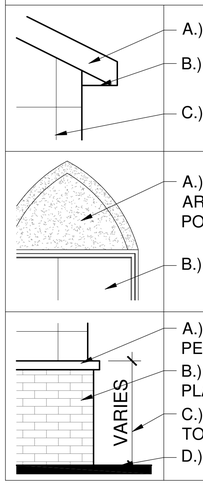

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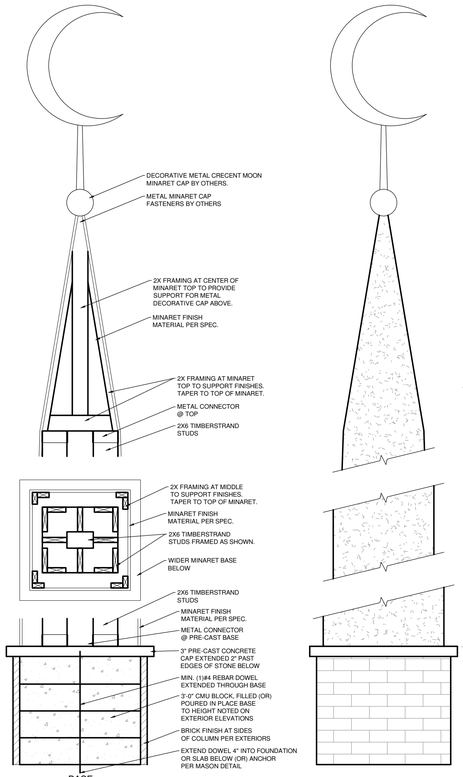
METAL ROOFING -MATERIAL: STANDING SEAM METAL.	
STUCCO -MATERIAL: STUCCO, VERIFY W/ SPEC.	
BRICK VENEER -MATERIAL: BRICK, VERIFY W/ SPEC.	
PANEL SIDING -MATERIAL: ARCHITECTURAL PANELS W/SIMULATED NATURAL MATERIAL FINISH, VERIFY W/SPEC.	

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.

SIGNED: _____

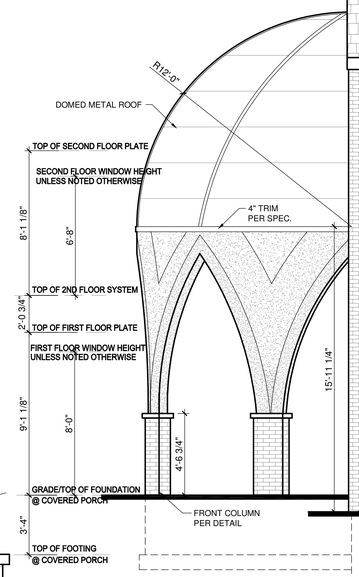
PRINTED: ROBBIE HYLAND

DATE: 5/27/2026 LICENSE. NO.: 49580



3 MINARET DETAIL
3/4" = 1'-0"

0 7.5" 1'3" 2'6"
SCALE: 3/4" = 1'-0"



REAR/NORTH WALL AREA CALCULATIONS

BRICK AREA (GRADE A):	1130.39 (62.11%)
WINDOW/DOOR AREA (GRADE A):	194.50 (10.69%)
STUCCO AREA (GRADE B):	69.59 (3.82%)
SYNTHETIC AREA (GRADE C):	425.50 (23.38%)
TOTAL WALL AREA:	1819.98 (100%)

1 RIGHT/EAST ELEVATION
SCALE: 1/4" = 1'-0"

0 2' 4' 8'
SCALE: 1/4" = 1'-0"

RDS ARCHITECTS
10133 47th AVE. N.
PLYMOUTH, MN. 55442
612-810-9628

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.

Name: Richard D. Storlien
Reg. No. 27258
Date: 3/3/26

RICHARD D STORLIEN REGISTERED PROFESSIONAL ARCHITECT 27258 STATE OF MINNESOTA

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REVISION:	REV. DATE:
STRUCTURAL NOTES ADDED	3-6-26
PAGES E1-E3 & BRICK VENEER DETAILS ADDED (D1)	5-27-26

DRAWING TITLE: AL HADI MOSQUE

LOCATION: 17732 JUNELLE PATH, LAKEVILLE, MN

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WINSTED, MN

CURRENT DATE: 5-27-26

PAGE L A4 D

PAGE DESCRIPTION: RIGHT ELEVATION

SCALED PRINT @ 24X36

STRUCTURAL NOTES:

1. ALL HEADERS TO BE SUPPORTED BY A MINIMUM OF (1) TRIMMER. **REFER TO COVER SHEET FOR ADDITIONAL INFO.**
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WINDOW & DOOR SIZE NOTES (EXAMPLES)

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(SD) 110V, INTERCONNECTED SMOKE DETECTOR

(SD)(CO) 110V, INTERCONNECTED SMOKE DETECTOR / CARBON MONOXIDE DETECTOR COMBO

EXHAUST FAN

FRAMING FLOOR PLAN NOTES:

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Name: Richard D. Storlien
Reg. No. 21258
Date: 3/3/26

RICHARD D. STORLIEN REGISTERED PROFESSIONAL ARCHITECT 21258 STATE OF MINNESOTA

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SIGNED: _____

PRINTED: ROBBIE HYLAND

DATE: 5/27/2026 LICENSE. NO.: 49580

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SQUARE FOOTAGE CALCULATIONS

BASEMENT:	
UNFINISHED SQ. FTG.	3341 SQ.FT.
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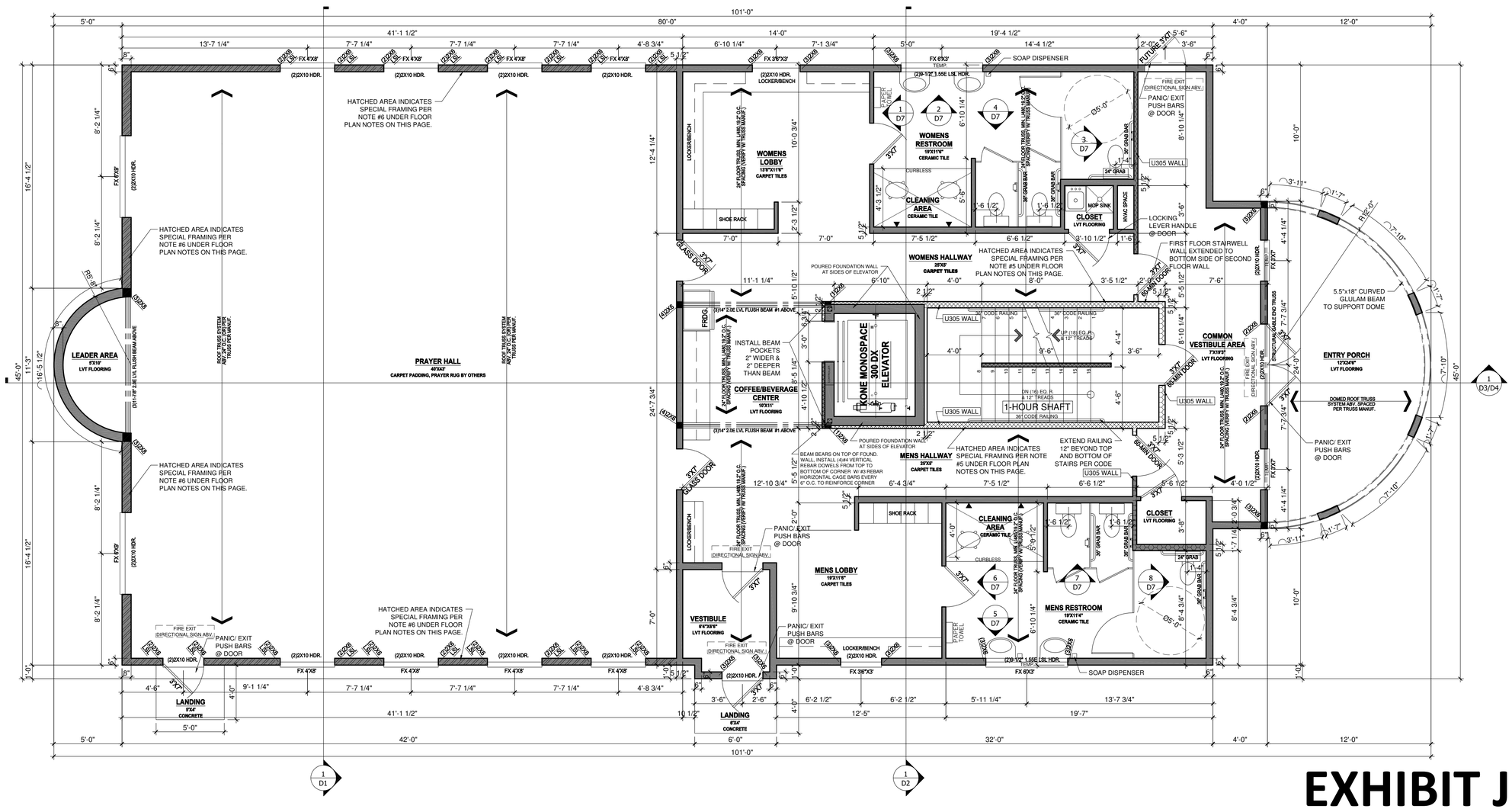

1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0" 3571 FINISHED SQUARE FEET

EXHIBIT J

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

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PAGE LA7D

PAGE DESCRIPTION: FIRST FLOOR PLAN

SCALED PRINT @ 24X36

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RDS ARCHITECTS
10135 47th AVE. N.
PLYMOUTH, MN. 55442
612-810-9628

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Name: Richard D. Storlien
Reg. No. 21258
Date: 3/3/26

RICHARD D. STORLIEN REGISTERED PROFESSIONAL ARCHITECT 21258 STATE OF MINNESOTA

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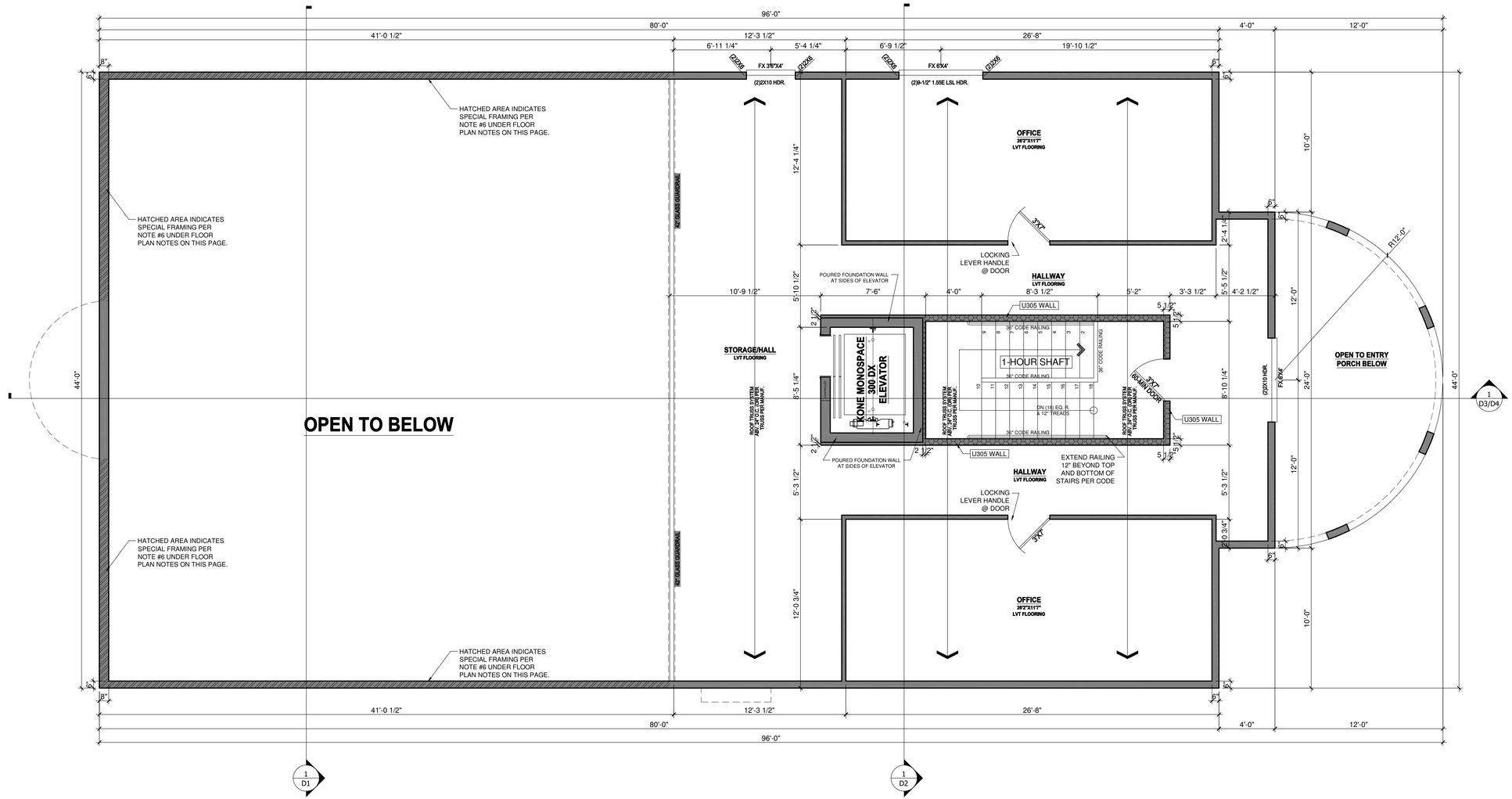

1 SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0" 1662 FINISHED SQUARE FEET

0 2' 4' 8'

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

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PAGES E1-E3 & BRICK VENEER DETAILS ADDED (D1)	5-27-26

DRAWING TITLE: AL HADI MOSQUE

LOCATION: 17732 JUNELLE PATH, LAKEVILLE, MN

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CURRENT DATE: 5-27-26

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PAGE DESCRIPTION: SECOND FLOOR PLAN

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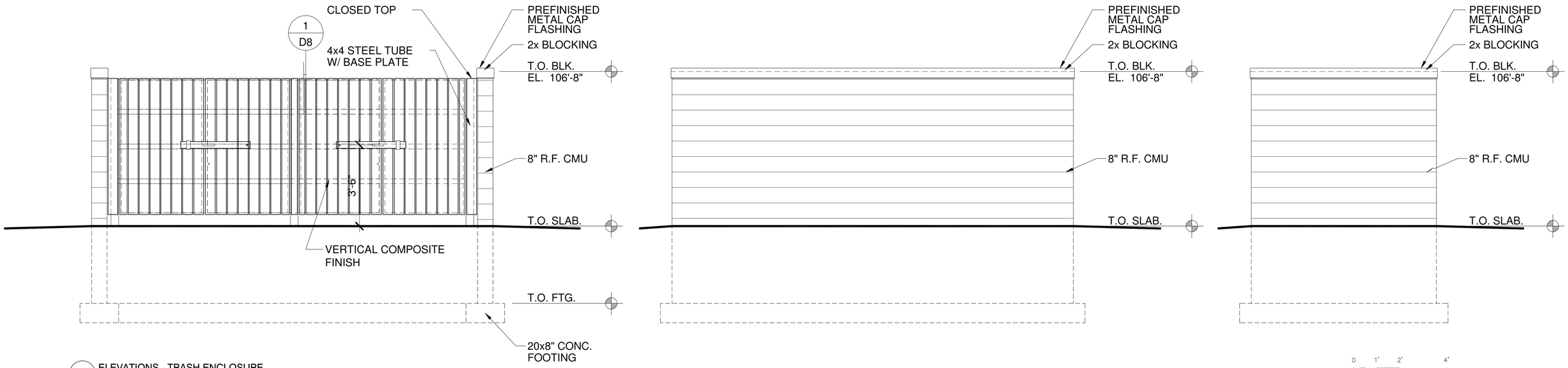
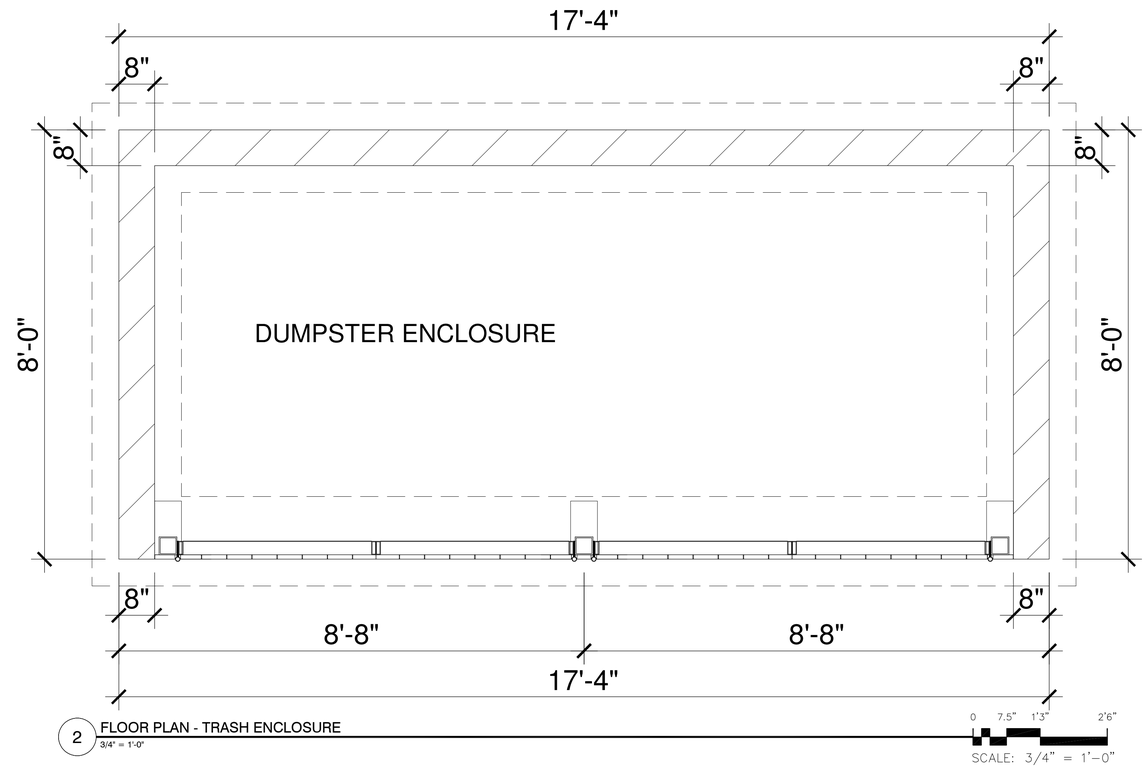


1 ELEVATIONS - TRASH ENCLOSURE
1/2" = 1'-0"

0 1' 2' 4'
SCALE: 1/2" = 1'-0"



2 FLOOR PLAN - TRASH ENCLOSURE
3/4" = 1'-0"

0 7.5" 1'3" 2'6"
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RICHARD D. STORLIEN
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21258
STATE OF MINNESOTA

EXHIBIT K

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PAGE L D7 D

PAGE DESCRIPTION:
TRASH ENCLOSURE DETAILS
SCALED PRINT @ 24X36

EXHIBIT L

City of Lakeville
Public Works – Engineering Division

Memorandum

To: Kris Jenson, Planning Manager

From: Jon Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director

Copy: Zach Johnson, City Engineer
Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Dave Mathews, Building Official

Date: June 17, 2026

Subject: Al Hadi Association CUP

- Site Plan Review
- Grading and Erosion Control Plan Review
- Utility Plan Review

BACKGROUND

Al Hadi Association has submitted a site plan application named Al Hadi Association – 17732 Junelle Path. The proposed site plan is located east of and adjacent to Junelle Path and south of 175th Street. The parent parcel is the South Half of Lot 25, Argonne Farms and is zoned RS-2 (Single Family Residential).

The site plan proposes construction of one parking lot and building on 3.78 acres.

The proposed development will be completed by:

Developer:	Al Hadi Association
Engineer/Surveyor:	Engineering Design & Surveying

SITE CONDITIONS

The site consists of an existing homestead, barn, garage, shed and gravel parking lot. The site generally drains from the east to the west and is bisected by a highpoint on the east side. Security of $50,000 will be held for the demolition of the existing homestead, garage, and gravel parking lot and sealing and abandonment of the well.

EASEMENTS

The site shall not disturb or remove access from the existing shared access driveway to 17700 Junelle Path.

STREET AND SUBDIVISION LAYOUT

Junelle Path
Junelle Path is identified as a local street in the City's Transportation Plan. The site proposes utilizing and improving one access from Junelle Path.

Private Parking Lot
Development includes the construction of privately owned and maintained parking lot.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from Junelle Path.

PARKS, TRAILS AND SIDEWALKS

The City's Parks, Trails and Open Space Plan does not designate a park within this site.

Development does not include the construction of public trails and sidewalks.

UTILITIES

SANITARY SEWER

The site is located within subdistricts OL-54300 of the Orchard Lake sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

No alterations to the existing sanitary sewer service are proposed with the site plan.

WATERMAIN

Development includes the extension of privately owned and maintained water service.

DRAINAGE AND GRADING

This site is located within subdistricts OL-045 and OL-045-A2 of the Orchard Lake stormwater district as identified in the City's Water and Natural Resources Management Plan.

Development includes the construction of one stormwater management basin, one underground infiltration basin and one rain garden. Drainage will be directed to the basins to collect and treat the stormwater runoff generated from the site. The basin will outlet to the storm sewer system in Junelle Path. The Developer shall sign a stormwater maintenance

agreement for the stormwater system prior to recording of the site improvement performance agreement. The stormwater system shall provide water quality treatment, volume reduction, and rate control of the stormwater runoff generated from the proposed site improvements. This site shall comply with City Ordinance requirements prior to city approval of the Site Improvement Performance Agreement (SIPA) and construction commencing. A stormwater maintenance agreement (SMA) is required with the site.

This site contains greater than one acre of site disturbance and is considered a part of common development 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.

STORM SEWER

The site includes the construction of privately owned and maintained storm sewer systems. Storm sewer will be installed to collect and convey stormwater runoff generated from the lot to drain off site.

Draintile construction is required in areas of non-granular soils for the parking lot sub-cuts. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the developer's responsibility to install and finance.

FEMA FLOODPLAIN ANALYSIS

The site is shown on the Flood Insurance Rate Map (Map No. 27037C0184E; 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 site located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

A wetland delineation was completed for the site. The wetland delineation identified one wetland on the site. Future review of the wetland was completed by the wetland delineator and reviewed by the TEP. The Basin was determined to be incidentally created and was not historically a wetland. It was determined that the wetland met the requirement for a No-Loss.

TREE PRESERVATION

A tree preservation inventory was conducted on the west portion of the site and removals calculated. Trees within the east portion of the site will be retained. Forestry staff must confirm the final tree removal numbers prior to approval of the SIPA and construction commencing.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any preserved trees that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance.

EROSION CONTROL

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The permit requires that all erosion and sediment BMPS be clearly outlined in a site's SWPPP. No grading can take place on the site until an updated SWPPP is submitted and approved by the city. Changes made throughout construction must be documented in the SWPPP.

Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the developer.

The MS4 Administration Fee has not been collected on the parent parcel and is due with the site plan. The developer shall provide construction cost estimates prior to City Council consideration.

$250,000.00 Grading Cost Al Hadi CUP	x 2% 2026 Rate	= $5,000.00 MS4 Administration Fee Al Hadi CUP

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to the site. Construction costs shall be provided by the developers engineer prior to approval of the SIPA and construction commencing.

CONSTRUCTION COSTS	
Watermain Connection	$ 5,000.00
Storm Sewer Connection	5,000.00
Grading, Erosion Control and Restoration	250,000.00
SUBTOTAL - CONSTRUCTION COSTS	$ 260,000.00

OTHER COSTS	
Developer's Design (3.0%)	$ 7,800.00
Developer's Construction Survey (2.5%)	6,500.00
City's Legal Expense (0.5%)	1,300.00
City Construction Observation (5.0%)	13,000.00
Developer's Record Drawing (0.5%)	1,300.00
Landscaping	100,000.00
SUBTOTAL - OTHER COSTS	$ 129,900.00
TOTAL PROJECT SECURITY	**$ 389,900.00**

CASH FEES

The Developer shall submit the site plan and construction drawings in an electronic format. The electronic format shall be in .pdf and either .dwg/.dxf or .shx format.

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or $7,800.00.

Cash fees shall be collected with the SIPA for the site.

CASH REQUIREMENTS	
MS4 Administration Fee	$5,000.00
City Engineering Administration (3.00%)	7,800.00
TOTAL CASH REQUIREMENTS	$ 12,800.00

RECOMMENDATION

Engineering recommends approval of the site plan, grading and erosion control plan, and utility plan for Al Hadi Association – 17732 Junelle Path Site Plan, subject to the requirements and stipulations within this report.

Date: 8/3/2026

Fourth Amendment to Facility Use Agreement with Allina Health Systems

Proposed Action
Staff recommends adoption of the following motion: Move to approve the fourth amendment to the facility use agreement with Allina Health System

Overview
Since 2015, the City has leased access to fire stations to Allina Health System to allow access for ALF Ambulance staging. This lease has been extended three times, and Allina has requested another extension. Due to the unknown future of stations as we continue our construction and updating process, staff is recommending a one year extension at this time.

Supporting Information
1. Allina 4th lease amendment

Financial Impact: $496/month **Budgeted:** Yes **Source:**
Envision Lakeville Community Values: Safety Throughout the Community
Report Completed by: Justin MIller, City Administrator

FOURTH AMENDMENT TO FACILITY USE AGREEMENT

This **FOURTH AMENDMENT TO FACILITY USE AGREEMENT** (this "Amendment") is made as of this _____ by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("**City**"), and **ALLINA HEALTH SYSTEM**, a Minnesota non-profit corporation, d/b/a **ALLINA MEDICAL TRANSPORTATION** ("**Allina**").

WHEREAS, the City and Allina entered into a Facility Use Agreement dated February 1, 2015, as amended on April 15, 2019, September 20, 2021, and December 2, 2024 for Allina's of certain areas of City ambulance stations (collectively the "Agreement");

WHEREAS, the initial term of the Agreement expired on February 1, 2018 and the term of the Agreement automatically renews annually following expiration of the initial term;

WHEREAS, the parties desire to limit the renewal terms of the Agreement and establish new monthly fees for the use of the Facilities;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. AMENDMENT TO PARAGRAPH 2 OF THE AGREEMENT. Paragraph 2 of the Agreement is amended to read as follows:

> **2. Term.** The Initial term of this Agreement is for a term commencing February 1, 2015 and terminating on February 1, 2018. Thereafter the Agreement shall automatically renew for additional one year periods until January 31, 2028 when this Agreement will terminate, unless otherwise terminated as set forth herein. If the Professional Services Agreement between Allina Health System, dba Allina Health Emergency Medical Services and ALF Ambulance dated December 21, 2017 ("Professional Services Agreement") is terminated prior to the end of the term of this Agreement or any renewal period, this Agreement shall terminate consistent with the termination of the Professional Services Agreement.

2. AMENDMENT TO PARAGRAPH 5A OF THE AGREEMENT. Paragraph 5A of the Agreement is amended to read as follows:

A. Allina will pay for the use of the Facilities:

$468.00/month commencing February 1, 2025
$482.00/month commencing February 1, 2026
$496.00/month commencing February 1, 2027

3. EFFECT OF AGREEMENT. The Agreement shall remain in full force and effect except as specifically amended herein.

[Remainder of page left blank intentionally.
Signature page follows.]

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

CITY OF LAKEVILLE

By:_____
Luke M. Hellier, Mayor

And:_____
Taylor Snider, Deputy City Clerk

ALLINA HEALTH SYSTEM D/B/A ALLINA MEDICAL TRANSPORTATION

By:_____

Its:_____

Date: 8/3/2026

EB First Addition Development Contract

Proposed Action
Staff recommends adoption of the following motion: Move to approve the Development Contract for EB First Addition.

Overview
On July 20, 2026, the City Council approved the final plat of EB First Addition, which platted one lot for the development of a 142-unit multiple-family building and 24 attached townhomes. A stipulation of the final plat approval requires that the Developer enter into a development contract with the City; the Developer and City Attorney are finalizing the development contract and the executed document will be provided prior to the City Council meeting.

Supporting Information
1. Development Contract

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Home for All Ages and Stages of Life
Report Completed by: Kris Jenson, Planning Manager

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

EB FIRST ADDITION

CONTRACT dated _____, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **EB LAKEVILLE DEVELOPMENT LLC**, a Minnesota limited liability company (the "Developer").

1. REQUEST FOR PLAT AND SITE PLAN APPROVAL. The Developer has asked the City to approve a plat and site plan for ***EB FIRST 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 AND SITE PLAN APPROVAL. The City hereby approves the plat and site plan 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 without City Council approval. The erosion control plan may also be approved by the Dakota County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A - Plat

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

Plan C – Plans and Specifications for Public Improvements

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

A. Storm Sewer 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, but only to the extent such instructions are consistent with the approved plans, specifications,

applicable ordinances and City standards. 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. Within thirty (30) days after completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and an electronic file of the "as constructed" plans in an AutoCAD.DWG file or a .DXF file, all prepared in accordance with City standards.

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, 2027, with the exception of the final wear course of asphalt on streets.

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 in the City's reasonable discretion. 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 documented cost the City incurred for such work within ten (10) days of City providing Developer evidence of such documented costs, the City may draw down the letter of credit to pay any costs. No development, utility or

street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as maintaining the SWPPP for the site during construction. The SWPPP must be submitted and approved by the City prior to any site work. The permit requires that any changes made throughout construction must be documented in the SWPPP.

The Developer is responsible for establishment of all slopes adjacent to the wetland and buffer. The area will be established with native vegetation. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer.

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

$306,750.00	x 2%	= $6,135.00
Project Grading Cost EB First Addition	MS4 Admin Fee	MS4 Admin Fee Required EB First 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 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.

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.

EB First Addition Development 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.

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

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

18. CITY ENGINEERING ADMINISTRATION, AND CONSTRUCTION OBSERVATION

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

street construction and will be billed on hourly rates estimated to be five percent (5%) of the estimated construction cost.

19. STORM SEWER. This development will convey stormwater runoff towards a filtration basin located within adjacent parcel to the east to be constructed in conjunction with the Authentix Lakeville Second Addition Final Plat.

The Developer shall construct a privately owned and maintained storm sewer systems located within Lot 1, Block 1 to collect and convey stormwater runoff generated from within the development off-site to the adjacent parcel located within Authentix Second Addition Final Plat.

The Storm Sewer Charge has not been collected on the parent parcel and must be paid by the Developer with the final plat, calculated as follows:

Storm Sewer Charge Summary		
Gross Area of EB Lakeville First Addition		432,853.00 s.f.
Less Area of CSAH 70 ROW Vacation	(-)	72,080.00 s.f.
Total Storm Sewer Charge Area (Multi-Family)	=	360,773.00 s.f.

360,773.00 s.f. Net Area EB First Addition	x $0.198/s.f. 2026 Unit Rate	= $71,433.05 Storm Sewer Charge EB First Addition

20. SANITARY SEWER. EB First Addition is located within sub-district SC-13440 of the South Creek sanitary sewer district as identified in the City's Comprehensive Sewer Plan. The wastewater from the proposed site will be conveyed by City-owned sanitary sewer facilities to the Elko/New Market interceptor and then to the Empire Wastewater Treatment Plant. The existing City-owned downstream facilities are adequate to convey the wastewater generated by the proposed development.

Private sanitary sewer service hookups were extended from the public sanitary sewer to the south side of the subject parcel for development of the property with the development of EB Lakeville units.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and shall be paid by the Developer with the building permit.

21. WATERMAIN. A service stub was provided with the development of EB Lakeville from the 12-inch watermain along 210th Street within the City's Normal Pressure Zone. The Developer shall extend public trunk watermain through the site in accordance with the City's Comprehensive Water Plan.

The Developer is eligible for a credit from the City in the amount of $37,810.00 for the oversizing of the trunk watermains in the development. The credit is based on the cost difference between 8-inch watermain and the oversized 12-inch watermain that will be installed, derived from estimates submitted by the Developer's engineer on June 30, 2026. The credit will be applied to the Developer's final plat cash fees.

Final locations and sizes of all sanitary sewer and watermain facilities will be reviewed by City staff with the final plat, building permit application and final construction plans.

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

23. SITE CONDITIONS/REMOVAL OF EXISTING ENCROACHMENTS. The EB First Addition site contains undeveloped land with one pre-existing homestead and an accessory building that will be demolished prior to site development. The Developer shall post a security in the amount of $50,000.00 to ensure the demolition of the homestead and accessory building, sealing of existing well(s), and removal of septic system(s). There is an existing driveway and curb cut that shall be removed with the final plat. The Developer shall post a security in the amount of $10,000.00 to ensure the removal of the driveway and curb cut. A wetland complex is located on the east side of the property. The land generally slopes from the west to the east. An overhead utility line is located adjacent to the south property line of the parent parcel.

24. UNDERGROUNDING. Overhead electric service lines and poles are located along the north side of 210th Street on the parent parcel. The Developer must remove the poles and place the service utilities underground with the final plat, consistent with the City's Public Ways and Property Ordinance.

The Developer shall post a security in the amount of $169,459.05 with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations. Notwithstanding

the foregoing or any other provision of this Contract, delays in the completion of undergrounding work caused by utility providers, including but not limited to scheduling, coordination, or performance by the utility provider, shall not constitute a breach or default by Developer under this Contract, provided Developer uses commercially reasonable efforts to coordinate with the applicable utility provider(s) and promptly notifies the City of any such delays.

25. PARKS, TRAILS, AND SIDEWALKS. The Park Dedication requirement has not been collected on the parent parcel and will be satisfied through a cash contribution to be paid with the final plat, calculated as follows:

166 units	x $3,133.00	= $520,078.00
Total Units EB First Addition	2026 Unit Rate (High-Density)	Park Dedication Fee EB First Addition

26. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee for one-year of streetlight operating expenses at the time of final plat approval, calculated as follows:

655.01 ft.	x $0.2974/front foot/qtr	x 4 qtrs/yr	= $779.20
Front Footage EB First Addition	2026 Streetlight Operating Fee		Total EB First Addition

27. ENVIRONMENTAL RESOURCES EXPENSES. A cash fee for one-year of environmental resources management expenses shall be paid with the final plat and is calculated as follows:

24 unit	x $64.00/unit	x 0.50	= $768.00
Total Townhome Units EB First Addition	2026 Rate	Utility Factor	Environmental Resources Fee EB First Addition (Townhome)
142 unit	x $64.00/unit	x 0.25	= $2,272.00
Total Apartment Units EB First Addition	2026 Rate	Utility Factor	Environmental Resources Fee EB First Addition (Apartment)

$768.00	+ $2,272.00	= $3,040.00
Environmental Resources Fee EB First Addition (Townhome)	Environmental Resources Fee EB First Addition (Apartment)	Environmental Resources Fee EB First Addition

28. LANDSCAPING. Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a $140,700.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

The Developer shall submit an as-planted landscape plan to the City prior to any landscape inspections taking place. All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed.

29. TREE PRESERVATION. The plan identifies 519 total trees on site and proposes to save 36 trees. Measures to protect significant trees as identified in the Tree Preservation ordinance including but not limited to tree protection fencing and erosion control measures, are to be installed prior to the start of tree removals or other site work and maintained throughout construction. Minor changes may result in additional removals or saves based on location or condition of the tree.

All “save” trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance.

30. WETLANDS. A wetland delineation report was reviewed in the field and was approved September 4, 2024. One wetland was identified on the site. The project is proposing to impact 1,652 square feet of wetland. The project is eligible for the de minimis exemption based on the information provided and the wetland de minimis application for the areas outlined in the report have been determined to be acceptable for use in implementing the Wetland Conservation Act. The wetland and required buffer will be placed in a conservation easement to be dedicated with the final plat. The Developer shall install Natural Area signs along the easement that contains the wetland and wetland buffer and post a security in the amount of $2,000.00 to ensure placement of the Natural Area signs. Final locations of signs will be

determined with final plat. The plan must be revised to reduce impacts to the wetland buffer prior to final plat.

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

A. Implementation of the recommendations listed in the June 24, 2026, Planning Report, and June 24, 2026, Engineering Report.

B. The Developer shall obtain a temporary easement and/or right of entry from the abutting property owner for required grading outside of the plat boundary, if any, in a recordable form approved by the City.

C. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a $100.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: one (1) lot/outlot at $100.00 per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

D. The Developer shall 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 $90.00.

E. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The estimated amount of this security is $1,400.00 and consists of one (1) mast arm light at $1,400.00 each.

F. The Developer shall submit the final plat and construction drawings in an electronic format. The electronic format shall be in .pdf and either .dwg/.dxf or .shx format.

G. The plat shall not be recorded until Authentix Lakeville Second Addition plat has been recorded and a stormwater maintenance agreement for Outlot B has been recorded for the stormwater basin necessary for the EB First Addition plat.

32. 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 $1,276,875.95. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	$108,930.00
B. Watermain	146,580.00
C. Storm Sewer	232,850.00
D. Grading, Drainage, Erosion Control and Restoration	321,700.00
CONSTRUCTION SUB-TOTAL	**$810,060.00**

OTHER COSTS:

A. Developer's Design (3.0%)	$24,301.80
B. Developer's Construction Survey (2.5%)	20,251.50
C. City Legal Expenses (Est. 0.5%)	4,050.30
D. City Construction Observation (Est. 5.0%)	40,503.00
E. City Record Drawings (0.5%)	4,050.30
F. Streetlights	1,400.00
G. Demolition, Well Sealing, Septic System Removal	50,000.00
H. Driveway Removal and Reestablishment	10,000.00
I. Undergrounding	169,459.05
J. Natural Area Signs	2,000.00
K. Landscaping	140,700.00
L. Lot Corners/Iron Monuments	100.00
OTHER COSTS SUB-TOTAL	**$466,875.95**
TOTAL SECURITIES:	**$1,276,875.95**

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.

Notwithstanding anything to the contrary in this Section 32, but subject to the terms of Section 36 of this Agreement with respect to emergencies, the City shall not draw on the Security without first providing written notice to the Developer specifying the default or other reason for the proposed draw, except in cases when the Security will lapse or terminate prior to the required notice. Upon receipt of such notice, the Developer shall have thirty (30) days to cure the identified default or condition. If the nature of the default or condition is such that it cannot reasonably be cured within thirty (30) days, the cure period shall be extended for such additional time as is reasonably necessary to complete the cure, provided the Developer commences cure within the initial thirty (30) day period and thereafter diligently pursues completion of the cure to the City's reasonable satisfaction.

The foregoing cure period shall not limit the City from drawing on the Security in the event of a lapse or termination of the Security.

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

A. Park Dedication	520,078.00
B. Storm Sewer Charge	71,433.05
C. Streetlight Operating Fee	779.20
D. Environmental Resources Expenses	3,040.00
E. MS4 Administration Fee	6,135.00
F. Property Data & Asset/Infrastructure Management Fee	90.00
G. City Engineering Administration (3% for letters of credit)	24,301.80
SUBTOTAL CASH REQUIREMENTS	**$625,857.05**
CREDITS TO CASH REQUIREMENTS	
Trunk Watermain Oversizing Credit	$37,810.00
SUBTOTAL – CREDITS TO CASH REQUIREMENTS	**37,810.00**
TOTAL CASH REQUIREMENTS	**588,047.05**

34. 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 streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by the City. The one year warranty period on streets shall commence after the final wear course has been installed and accepted 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.

35. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified herein, the Developer shall pay all reasonable 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 reasonable 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 the negligence or failure to perform of the Developer, its contractors, or subcontractors in connection with 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 reasonable attorneys' fees.

C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and reasonable 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.

36. 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 shall, except in the case of an emergency as determined by the City in its reasonable discretion, or when the Security will lapse or terminate prior to the notice requirement, provide written notice to the Developer specifying any default prior to performing work or exercising remedies under this Section 36. Upon receipt of such notice, the Developer shall have thirty (30) days to cure the identified default. If the nature of the default is such that it cannot reasonably be cured within thirty (30) days, the cure period shall be extended for such additional time as is reasonably necessary to complete the cure, provided the Developer commences cure within the initial thirty (30) day period and thereafter diligently pursues completion of the cure to the City's reasonable satisfaction. This Contract is a license for the City to act in the event of an emergency or subject to the cure provisions herein, 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. Notwithstanding the foregoing, the cure period shall not limit the City from drawing on the Security in the event of a lapse or termination of the Security.

37. 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 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 shall 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. 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.

38. 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: 3020 France Avenue South, St. Louis Park, Minnesota 55416. 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.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Taylor Snider, Deputy 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 by Taylor Snider, the Mayor and Deputy 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:
EB LAKEVILLE DEVELOPMENT LLC

BY: _____
Its

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ the _____ of **EB LAKEVILLE DEVELOPMENT LLC**, a Minnesota 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

RYPKEMA DEVELOPMENT LLP, a Minnesota limited liability partnership, fee owner of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject property owned by it.

Dated this _____ day of _____, 2026.

RYPKEMA DEVELOPMENT LLP

BY: _____
Its

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ the _____ of Rypkema Development LLP, a Minnesota limited liability partnership, 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

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as
EB FIRST ADDITION

The South 661.26 feet of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 26, Township 114, Range 21, according to the U.S. Government Survey thereof, Dakota County, Minnesota.

Date: 8/3/2026

Authentix Lakeville Second Addition Development Contract

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Development Contract and Stormwater Management Agreement (SMA) for Authentix Lakeville Second Addition.

Overview

On July 20, 2026, the City Council approved the final plat of Authentix Lakeville Second Addition, which includes three outlots, one of which will include a stormwater pond for the EB First Addition development, directly west of Authentix Lakeville Second Addition plat. A stipulation of the final plat approval requires that the Developer enter into a development contract and stormwater maintenance agreement with the City; the Developer and City Attorney are finalizing these contracts and the executed documents will be provided prior to the City Council meeting.

Supporting Information

1. Development Contract
2. Stormwater Maintenance Agreement

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Design that Connects the Community
Report Completed by: Kris Jenson, Planning Manager

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

AUTHENTIX LAKEVILLE SECOND ADDITION

CONTRACT dated _____, 2026, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **EB LAKEVILLE DEVELOPMENT LLC**, a Minnesota limited liability company (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for ***AUTHENTIX LAKEVILLE SECOND 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 as:

> Outlot A, Authentix Lakeville, Dakota County, Minnesota, according to the recorded plat thereof.
>
> [To be platted as Authentix Lakeville Second Addition, Dakota County Minnesota.]
>
> Upon recordation of the Plat, the Plat will consist of Outlot A, Outlot B, and Outlot C.

The Developer and City agree that this Contract and all rights and obligations hereunder shall only affect Outlot B, and Outlot C, and shall not affect Outlot A or the fee owner thereof.

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. Intentionally Omitted.

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 without City Council approval. The erosion control plan may also be approved by the Dakota County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A - Plat

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

Plan C - Plans and Specifications for Public Improvements

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

A. Storm Sewer 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, but only to the extent such instructions are consistent with the approved plans, specifications, applicable ordinances and City standards. 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. Within thirty (30) days after completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and an electronic file of the "as constructed" plans in an AutoCAD.DWG file or a .DXF file, all prepared in accordance with City standards.

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, 2027.

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 in the City's reasonable discretion. 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 documented cost the City incurred for such work within ten (10) days of City providing Developer evidence of such documented costs, the City may draw down the letter of credit to pay any costs. No development, utility or

street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as maintaining the SWPPP for the site during construction. The SWPPP must be submitted and approved by the City prior to any site work. The permit requires that any changes made throughout construction must be documented in the SWPPP.

The Developer is responsible for establishment of all slopes adjacent to the wetland and buffer. The area will be established with native vegetation. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer.

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

$51,150.00 Project Grading Cost of Authentix Lakeville Second Addition	x 2% MS4 Admin Fee	= $1,023.00 MS4 Admin Fee Required With Authentix Lakeville Second 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 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.

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.

Authentix Lakeville Second Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

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

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

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

observation shall include part- or full-time inspection of proposed public utilities and street construction and will be billed on hourly rates estimated to be five percent (5%) of the estimated construction cost.

19. STORM SEWER. The Developer shall construct a privately owned and maintained filtration basin located within Outlot B to collect and convey stormwater runoff generated from the off-site development to the adjacent parcel to the west. An easement over the stormwater facilities within Outlot B for the benefit of Lot 1, Block 1, EB First Addition must be recorded simultaneously with the final plat. The Developer shall enter into a stormwater maintenance agreement with the City in a recordable form approved by the City at the time of final plat approval for the stormwater facilities within Outlot B.

The Storm Sewer Area Charge has not been collected on the parent parcel and must be paid by the Developer with the final plat, calculated as follows:

126,407.00 s.f. Net Area of Authentix Lakeville Second Addition, Outlots B and C	x $0.250/s.f. Area Charge	= $31,601.75 Storm Sewer Area Charge Required with Authentix Lakeville Second Addition, Outlots B and C

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

A Storm Sewer Area Charge for Outlot A will be collected with subsequent phases of the Authentix Lakeville preliminary plat at the time they are final platted, at the rate in effect at the time of final plat approval.

Following completion of the site improvement and restoration, the Developer shall conduct two double ring infiltrometer tests per ASTM D3385 standard in the location of the infiltration basin to demonstrate that the design infiltration rates have been achieved. The Developer shall provide a security of $5,000.00 with the final plat to ensure that this testing is completed.

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

21. OVERHEAD UTILITY LINES. An overhead electric transmission line and poles are located along the north side of 210th Street on the parent parcel. The Developer must remove the poles and place

the utilities underground with the final plat, consistent with the City's Public Ways and Property Ordinance. The Developer shall provide a security in the amount of $19,063.34 for its share of the costs to bury the overhead utility adjacent to the plat. Notwithstanding the foregoing or any other provision of this Contract, delays in the completion of undergrounding work caused by utility providers, including but not limited to scheduling, coordination, or performance by the utility provider, shall not constitute a breach or default by Developer under this Contract, provided Developer uses commercially reasonable efforts to coordinate with the applicable utility provider(s) and promptly notifies the City of any such delays.

22. WETLANDS. A wetland delineation report was reviewed in the field and was approved. One wetland was identified on the site. The project is not proposing to impact the wetland. The wetland and required buffer will be placed in an outlot dedicated to the City. The Developer shall post a security in the amount of $2,000.00 to ensure the installation of Natural Area signs along the easement area containing the wetland and wetland buffer. Final locations of signs will be reviewed by City staff prior to installation. A portion of the wetland buffer is being graded. The Developer is responsible for the establishment of the wetland buffer to native vegetation. This will require a minimum of 3 years of active management. The Developer shall post a security in the amount of $30,000.00 to ensure the establishment of native vegetation in accordance with the approved plans for wetland buffer.

23. TREE PRESERVATION. The Tree Preservation Plan submitted with the Authentix Lakeville Second Addition preliminary plat for Outlot B dated, April 23, 2026 identifies 218 inches of significant trees located with the project boundaries. As a Mixed Use, Commercial, Industrial, or Special District, the tree removal threshold is 70%, or 152.6 inches. Plans propose to remove all 218 diameter inches, which is above the threshold, and requires the replacement of 32.7 diameter inches of new tree planting. The proposed landscape plan dated April 23, 2026 meets this requirement with 35 inches of new trees.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any trees to be preserved that are

damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance (11-21-11).

24. LANDSCAPING. Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a $7,700.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

The Developer shall submit an as-planted landscape plan to the City prior to any landscape inspections taking place. All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed.

25. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee for one-year of streetlight operating expenses for Outlot A with subsequent phases of the plat area at the time it is final platted into lots and blocks, at the rate in effect at the time of final plat approval.

26. ENVIRONMENTAL RESOURCES EXPENSES. The Developer shall pay a cash fee for one-year of environmental resources management expenses for Outlot A with subsequent phases of the plat area at the time it is final platted into lots and blocks, at the rate in effect at the time of final plat approval.

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

A. Implementation of the recommendations listed in the June 18, 2026, Planning Report, and June 18, 2026, 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 record construction drawings and City base map updating. This fee is $90.00 per lot/outlot for a total charge of $270.00.

D. The Developer shall submit the final plat and construction drawings in an electronic format. The electronic format shall be in .pdf and either .dwg/.dxf or .shx format.

28. 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 $175,262.29. The amount of the Security was calculated as follows:

CONSTRUCTION COSTS:

A. Storm Sewer	$43,900.00
B. Grading, Drainage, Erosion Control and Restoration	55,830.00
CONSTRUCTION SUB-TOTAL	**$99,730.00**

OTHER COSTS:

A. Developer's Design (3.0%)	$2,991.90
B. Developer's Construction Survey (2.5%)	2,493.25
C. City Legal Expenses (Est. 0.5%)	498.65
D. City Construction Observation (Est. 5.0%)	4,986.50
E. Developer's Record Drawings (0.5%)	498.65
F. Native Seeding – Outlot C Wetland Buffers	30,000.00
G. Double Ring Testing in Filtration Basin	5,000.00
H. Undergrounding	19,063.34

I. Natural Area Signs	2,000.00
J. Landscaping	7,700.00
K. Lot Corners/Iron Monuments	300.00
OTHER COSTS SUB-TOTAL	**$75,532.29**
TOTAL SECURITIES:	**$175,262.29**

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.

Notwithstanding anything to the contrary in this Section 28, but subject to the terms of Section 32 of this Agreement with respect to emergencies, the City shall not draw on the Security without first providing written notice to the Developer specifying the default or other reason for the proposed draw, except in cases when the Security will lapse or terminate prior to the required notice. Upon receipt of such notice, the Developer shall have thirty (30) days to cure the identified default or condition. If the nature of the default or condition is such that it cannot reasonably be cured within thirty (30) days, the cure period shall be extended for such additional time as is reasonably necessary to complete the cure, provided the Developer commences cure within the initial thirty (30) day period and thereafter diligently pursues completion of the

cure to the City's reasonable satisfaction. The foregoing cure period shall not limit the City from drawing on the Security in the event of a lapse or termination of the Security.

29. 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. Storm Sewer Area Charge	$31,601.75
B. MS4 Administration Fee	1,023.00
C. Property Data and Asset/Infrastructure Management Fee	270.00
D. City Engineering Administration (3% for letters of credit)	2,991.90
TOTAL CASH REQUIREMENTS	**$35,886.65**

30. 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 streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by City Council. The one year warranty period on streets shall commence after the final wear course has been installed and accepted by the City Council. 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.

31. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the

preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.

F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

32. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City shall, except in the case of an emergency as determined by the City in its reasonable discretion, or when the Security will lapse or terminate prior to the notice requirement, provide written notice to the Developer specifying any default prior to performing work or exercising

remedies under this Section 32. Upon receipt of such notice, the Developer shall have thirty (30) days to cure the identified default. If the nature of the default is such that it cannot reasonably be cured within thirty (30) days, the cure period shall be extended for such additional time as is reasonably necessary to complete the cure, provided the Developer commences cure within the initial thirty (30) day period and thereafter diligently pursues completion of the cure to the City's reasonable satisfaction. This Contract is a license for the City to act in the event of an emergency or subject to the cure provisions herein, 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. Notwithstanding the foregoing, the cure period shall not limit the City from drawing on the Security in the event of a lapse or termination of the Security.

33. 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 shall 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.

34. 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: 3020 France Avenue South, St. Louis Park, MN 55416. 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.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Taylor Snider, Deputy 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 by Taylor Snider, the Mayor and Deputy 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:
EB LAKEVILLE DEVELOPMENT LLC

BY: _____
Its

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ the _____ of **EB LAKEVILLE DEVELOPMENT LLC**, a Minnesota 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

MIDWEST RE DEVELOPMENT LLC, a Minnesota limited liability company, fee owner of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject property owned by it.

Dated this _____ day of _____, 2026.

MIDWEST RE DEVELOPMENT LLC

BY: _____
Its

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ the _____ of Midwest RE Development LLC, a Minnesota 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, Minnesota 55121
651-452-5000
AMP/smt

(Reserved for Recording Data)

STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2026, by and between **MIDWEST RE Development LLC**, a Minnesota limited liability company (the "Owner") and the **CITY OF LAKEVILLE,** a Minnesota municipal corporation (the "City").

A. The Owner is the owner of certain real property located in Dakota County, Minnesota legally described in Exhibit A attached hereto ("Property"); and

B. The Owner is proceeding to build on and develop the Property, and has requested City approval of the final plat ("Plat Approval") and site plan for the proposed development of the **Authentix Lakeville Second Addition** plat (the "Plat"); and

C. The final plans for the Plat, hereinafter called the "Plans", submitted in support of the Plat Approval, which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Lakeville, Minnesota, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

E. The City requires that on-site stormwater management/BMP facilities ("Stormwater Facilities") as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval of the Property; and

F. As a condition of final plat approval, the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over a portion of the Property (the "Easement Area") legally described on Exhibit B attached hereto to comply with work required under the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction of Stormwater Improvements. Owner shall construct the Stormwater Facilities in accordance with the plans and specifications identified in the Plans.

2. Maintenance of Stormwater Improvements.

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as Exhibit C. This includes all pipes, channels, and other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. Inspection and Reporting. The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. City Access and Maintenance Rights.

A. The Owner hereby grants the City a license, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report; provided, however, that if the Owner commences cure of such failure within the 60-day period and such cure cannot reasonably be completed within 60 days, the City shall not enter upon the Property to correct such deficiencies so long as the Owner is diligently pursuing such cure to completion. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Area for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. Grant of Easement. Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for access to the Stormwater Facilities over, on and across the Property and for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

6. Reimbursement of Costs. The Owner agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

8. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner: Midwest RE Development LLC
202 N Cedar Ave
Suite 1
Owatonna, MN 55060

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

or to such other party at such other address as such party, by ten (10) days prior written notice given as provided, shall designate.

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

9. Successors/Covenants Run with Property. All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns. The terms and conditions of this Agreement shall run with the Property. Upon conveyance of fee title to the Property, the conveying

Owner shall be released from all obligations under this Agreement arising after the date of such conveyance with respect to the Property so conveyed, and such obligations shall transfer to and be binding upon the successor owner of such Property.

PROPERTY OWNER:
MIDWEST RE Development LLC

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

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of **MIDWEST RE Development LLC**, a Minnesota 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

CITY OF LAKEVILLE

By:_____
Luke M. Hellier, Mayor

(SEAL)

And:_____
Taylor Snidedr, Deputy 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 by **Taylor Snider**, the Mayor and Deputy City Clerk of the **City of Lakeville,** a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
Notary Public

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

EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Owner Property

Outlot B, Authentix Lakeville Second Addition, Dakota County, Minnesota, according to the recorded plat thereof.

EXHIBIT B
TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Easement

An easement for stormwater maintenance purposes over, under, and across the entirety of Outlot B, Authentix Lakeville Second Addition, Dakota County, Minnesota, according to the recorded plat thereof.

EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER TREATMENT FACILITIES

Pond Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City annually.

2. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.

3. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.

4. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.

5. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Infiltration/Rain Garden Maintenance Requirements

1. Inlet and Overflow Spillway – Remove any sediment build-up or blockage and correct any erosion.

2. Vegetation
    a. Maintain at least 80% surface area coverage of plants approved per plan.
    b. Removal of invasive plants and undesirable woody vegetation.
    c. Removal of dried, dead and diseased vegetation.
    d. Re-mulch void or disturbed/exposed areas.

3. Annual inspection and maintenance efforts must be documented and submitted to the City.

Underground Infiltration System

1. Inspection of street or parking surface must be inspected for evidence of potholes, sinkholes, sediment build up, or surface ponding annually.
2. Annual inspections must be completed of pipe symmetry, pipe joint connections, and outlet structures to look for cracks, defects, misalignment, or seepage.

3. Inspection for accumulation of sediment must be done annually, maintenance should be performed when sediment accumulation occurs.
4. Visual inspection for trash and debris must be conducted monthly and following rain events of 1 inch or greater in 24 hours.
5. Inspections must be performed annually to look for oil accumulation in device or immediately after a spill occurs. Maintenance must be done when a layer of oil/gasoline develops on the surface.

Environmental Manhole Maintenance Requirements

1. Annual inspections, maintenance reporting and certification must be completed by a professional engineer licensed in the State of Minnesota at Owner's expense. Information must be submitted to the City annually.
2. Maintenance must be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance must occur immediately after a spill takes place. Appropriate regulatory agencies must also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.

43436411v2

Date: 8/3/2026

Public Hearing (Improvement Hearing) for 215th Street Improvements

Proposed Action
Staff recommends adoption of the following motion: Move to approve a resolution ordering the improvements and authorizing the preparation of plans and specifications for 215th Street Improvements, City Project 26-09.

Overview
City Project 26-09 includes improvements to 215th Street from Kenrick Avenue (CSAH 5) to Juniper Way (CSAH 70), as well as a sanitary sewer crossing of Interstate 35. The estimated project cost is $8,268,850, and is anticipated to be funded through a combination of G.O. bonds repaid via special assessments to benefiting property owners, along with the City's Stormwater Infrastructure, Sanitary Sewer Trunk and Water Trunk Funds.

Pursuant to Minnesota Statutes, Chapter 429, local improvements financed in part by special assessments require two public hearings. At its July 6, 2026, meeting, the City Council received the feasibility report for City Project 26-09 and scheduled the first public hearing (improvement hearing) for August 3, 2026. Notice of the public hearing was published in the official newspaper and mailed to property owners in the proposed assessment area, as required under Chapter 429.

Prior to the public hearing, City staff will present a project summary, estimated cost, description of the proposed assessment area, estimated assessment amounts, and explanation of the City's adopted Assessment Policy. Adoption of a resolution ordering the improvements requires a 4/5th vote of the City Council.

Supporting Information
1. 2026.08.03 Resolution Ordering Improvements
2. Feasibility Study (revised 2026.07.27)

Financial Impact: $8,268,850.00 **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Design that Connects the Community
Report Completed by: Chloe Anderson, Civil Engineer

CITY OF LAKEVILLE
RESOLUTION NO. 26-

Resolution Ordering the Improvements and Authorizing the Preparation of Plans and Specifications for 215th Street Improvements, City Project 26-09

WHEREAS, on July 6, 2026, the City Council fixed a date for a public hearing for the proposed improvements of 215th Street from Kenrick Avenue (CSAH 5) to Juniper Way (CSAH 70), including a utility crossing of Interstate 35, City Project 26-09; and

WHEREAS, the required published notices of hearing (improvement) through a weekly publication were given, the required mailed notice of the hearing (improvement) was given to each property owner in the proposed assessment area at least ten days prior to the hearing (improvement), and the hearing (improvement) was held on August 3, 2026, at which time all persons desiring to be heard were given an opportunity to be heard.

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

1. The 215th Street Improvements are hereby ordered as detailed in the feasibility report for City Project 26-09, dated June 30, 2026 and revised July 27, 2026.
2. The City expects to issue bonds for the project costs.
3. The estimated project cost is $8,268,850 and anticipated funding sources are listed below. City staff is hereby authorized to make the appropriate transfers between funds with respect to the non-debt project funding sources up to 10% above the estimated costs. Funding transfers may include loans between funds to cover engineering and other costs incurred on the project in advance of received bond proceeds.
4. The City Engineer is hereby authorized to prepare plans and specifications for the making of such improvements.

Anticipated Funding Source	Feasibility Report Amount
City of Lakeville G.O. Bonds - Special Assessments	$ 4,032,626
Stormwater Infrastructure Fund	$ 742,509
Sanitary Sewer Trunk Fund	$ 2,300,712
Water Trunk Fund	$ 1,193,004
Total Estimated Costs	**$ 8,268,850**

ADOPTED by the Lakeville City Council this 3rd day of August 2026.

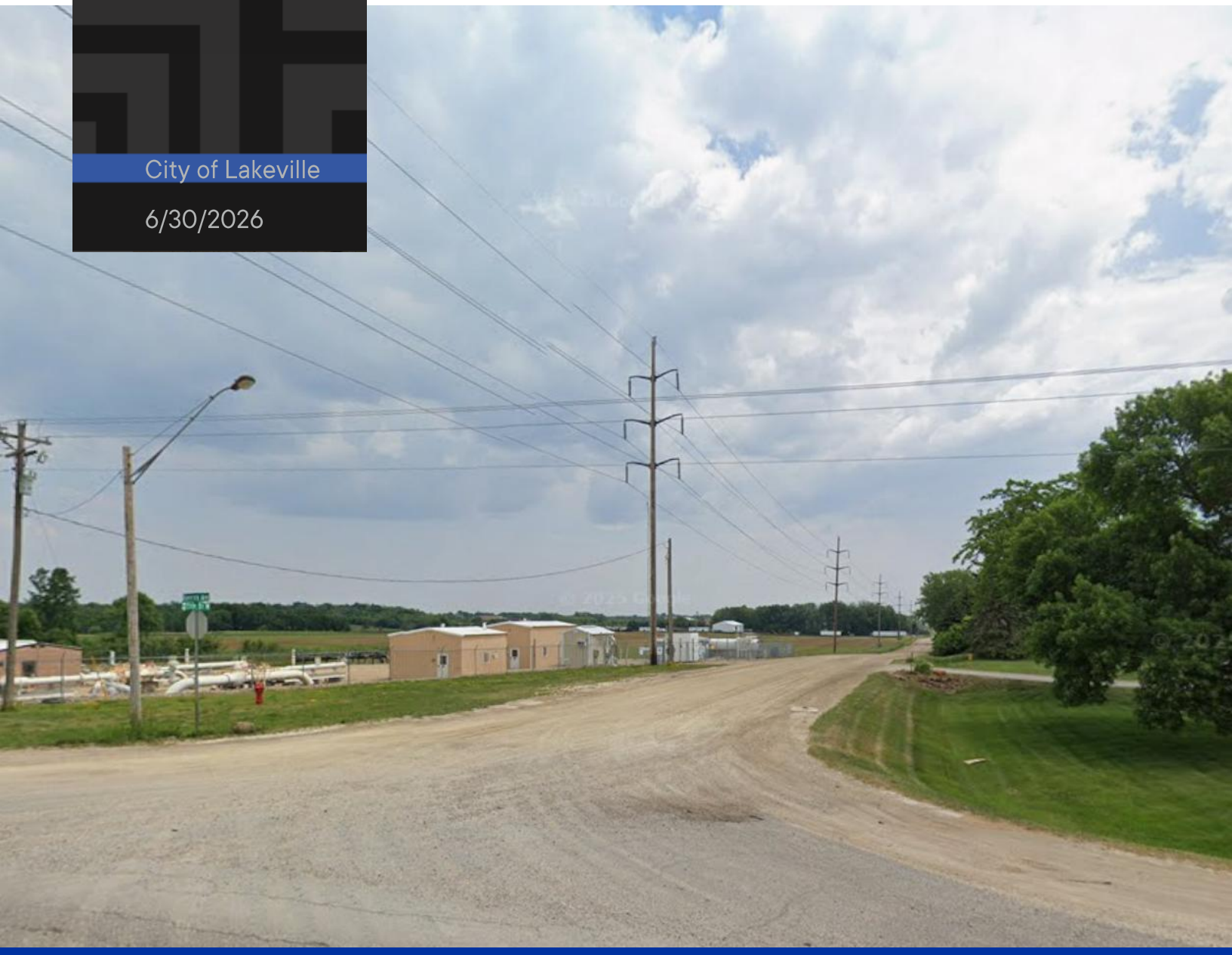
_____
Luke M. Hellier, Mayor

_____
Taylor Snider, Deputy City Clerk

Feasibility Report

215th Street Improvement Project

Paving & Utilities



City of Lakeville

6/30/2026

Feasibility Report

215th Street Improvement Project

Paving & Utilities

City of Lakeville,

Minnesota

City Project No. 26-09

Stonebrooke Project No. T-02230

6/30/2026

Revised 7/27/2026

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.

By: _____

Jeremy Kaemmer, PE AICP
License No. 64980

Date: 6/30/2026

Stonebrooke Engineering

Submitted For External Review: 5/2/2026
Client Comments Received: 6/9/26 (7/23/26)
Revised: Without exception - As noted - Resubmitted

Internal Quality Review Performed by: Dave Hutton, PE

Signature: _____
Date: 7/27/2026

Executive Summary

6/30/2026

Re: **215th Street Improvement Project – Feasibility Study**

Info: City Project No – 26-09

SEI Project No. –

Jon Nelson, PE - Assistant City Engineer

20195 Holyoke Avenue
Lakeville, MN 55044

Stonebrooke Engineering is pleased to submit this feasibility report for the 215th Street Improvement Project.

This report investigates the feasibility and impacts related to the proposed improvements to 215th Street. The primary concerns related to sanitary sewer extension, water main extension, and roadway paving were each investigated and found to be feasible and economically viable.

This report will discuss:

- **Paving 215th Street between Kenrick Ave (CSAH 5) and Juniper Way (CSAH 70)**
- **Sanitary Sewer extension from West of I-35 to Juniper Way (CSAH 70), preliminary design done in conjunction with SEH sewer study.**
- **Water Main extension between Kenrick Ave (CSAH 5) and Juniper Way (CSAH 70)**
- **Stormwater improvements such as ditching and culverts**
- **Utility Coordination**
- **Soil & Geotechnical Investigation results**
- **Permits & Easements**
- **Cost Allocations & Assessments**

We would gladly review this report with Council or Staff and are available for any assistance required.

Respectfully

Jeremy Kaemmer, PE AICP – Project Manager

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1 Introduction

1.1 Background

215th Street runs east-west through the southern part of the City of Lakeville. For most of its run it is designated as County State Aid Highway 70 (CSAH 70). The west end was split with the construction of I-35. This construction project eliminated the old I-65 and created a new interchange of CSAH 70 with I-35. Left was a remnant section of 215th Street, extending from Juniper Way (CSAH 70) to Kenrick Avenue (CSAH 5), which remains unpaved in present day and while it has limited utility services from private companies it is not part of the City's water or sewer systems.

The City has recently received requests to review new development plans for this area, as the City expands to the southwest. In order to accommodate the proposed commercial/industrial redevelopments and potentially encourage residential growth west of I-35, the City intends to extend water main and sanitary sewer service through the 215th Street corridor to west of I-35 followed by paving the street between Kenrick Ave (CSAH 5) and Juniper Way (CSAH 70).

The adjoining properties are all either farmland or light industrial uses, the northern part of the road is zoned as "Office Park." The proposed developments would consist primarily of light industrial and office businesses along 215th Street, and potentially residential on the west side of I-35.

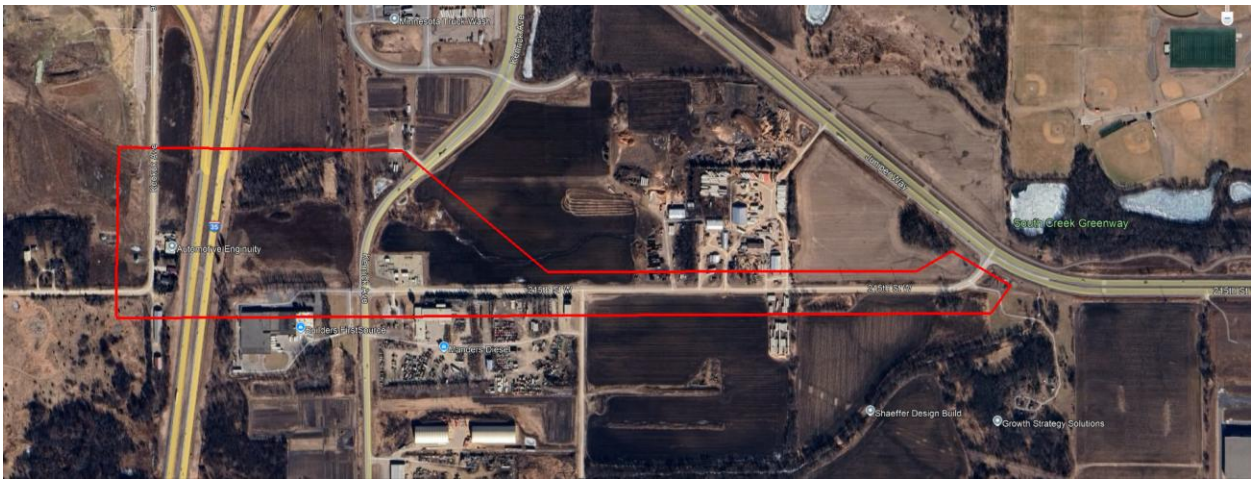

Figure 1-1: Project Study Area (Google Earth)

This image taken from google earth shows the proposed project area between Keokuk Ave and Juniper Way, including a potential deviation in alignment for the sanitary sewer crossing under I-35.

1.2 Project Goals

The Lakeville City Council authorized the preparation of this Feasibility Report at its February 17, 2026 meeting. This report investigates the feasibility of proposed improvements to 215th Street as programmed in the City's 2026-2030 Capital Improvement Plan (CP 26-09).

The City contracted Stonebrooke Engineering (Stonebrooke) to design the proposed improvements and perform a feasibility study to satisfy the 429 process as outlined in City Policy. Factors determining the improvement are outlined in this study. The assessable frontage, number of lots and assessment costs were determined by using the Lakeville Street Reconstruction Special Assessment Policy. A copy of this policy is included in **Appendix F: City of Lakeville Special Assessment Policy § 5.12.**

The project goals include:

- **Provide a new 2-lane paved rural-section roadway, meeting City standards.**
- **Extend the trunk water main, connecting existing trunk main at Kenrick Ave to the stub located near Juniper Way (CSAH 70), as well as provide service stubs for adjacent properties.**
- **Extend a trunk sewer to the west of I-35 per the City's Master Sewer Plan.**
- **Install lighting at key intersections.**
- **Install stormwater management facilities to manage expected flows and regulatory treatment requirements.**
- **Acquire permanent and temporary easements for the installation of utilities and their continued maintenance.**

2 Existing Conditions

2.1 Transportation Facilities

215th Street between Kenrick Ave (CSAH 5) and Juniper Way (CSAH 70) is 3600' of gravel roadway that varies from 30-34 feet in width. There is one uncontrolled and unpaved intersection in the project at Kaparia Avenue.

The west end of the proposed improvements to 215th Street is a paved, through-stop controlled intersection with Kenrick Ave (CSAH 5) while the east end is a 350' long paved curve approach to another through-stop controlled intersection with Juniper Way (CSAH 70). The Juniper Way (CSAH 70) intersection widens out for a right and a left turn lane, but otherwise the corridor is mostly a consistent 2-lane width. Kenrick does not currently have any turn lanes approaching 215th Street and Dakota County has no immediate intentions to provide them. Juniper Way (CSAH 70) does provide turn lanes approaching 215th Street, but they are outside the project area.

I-35 runs north-south through the west end of the project area and provides a barrier for potential improvements. Keokuk Avenue runs north-south just west of I-35. No roadway improvements or impacts are expected on Keokuk, but the sanitary sewer extension will likely end within the Keokuk right-of-way (ROW).

There are no pedestrian facilities or bicycle trails in the project area.

2.2 Stormwater Infrastructure

Existing 215th Street is currently a rural section with ditches; however, the ditches were either installed shallow or have been filled in by sediment over the years. The drainage ditches are poorly defined and rarely deeper than two feet. Only one driveway has a culvert to pass stormwater underneath. The ditches generally experience ponding/overtopping due insufficient grade or capacity, causing drainage outside the right-of-way (ROW) and into adjacent private property.

There is an existing unnamed ephemeral stream that flows from west of I-35 and passes through a 36" Reinforced Concrete Pipe (RCP) culvert under I-35 southeasterly towards 215th Street. It passes through a 4'x4' box culvert under the old I-65 embankment and a 36" RCP beneath Kenrick Ave before it eventually crosses under 215th Street through a diagonal 30" RCP culvert east of Kaparia Ave. From there, the drainage path continues overland towards the West Branch of South Creek which flows northeast under Juniper Way. This stream drains an area of approximately 153 acres upstream of the 215th Street culvert. Preliminary hydraulic analysis indicates the existing 30" RCP culvert may be undersized.

A retention pond was installed at the southeast corner of the Juniper Way and 215th Street intersection as part of the CSAH 70 expansion project in 2023. An existing 18" culvert drains the 215th Street ditch into this pond.

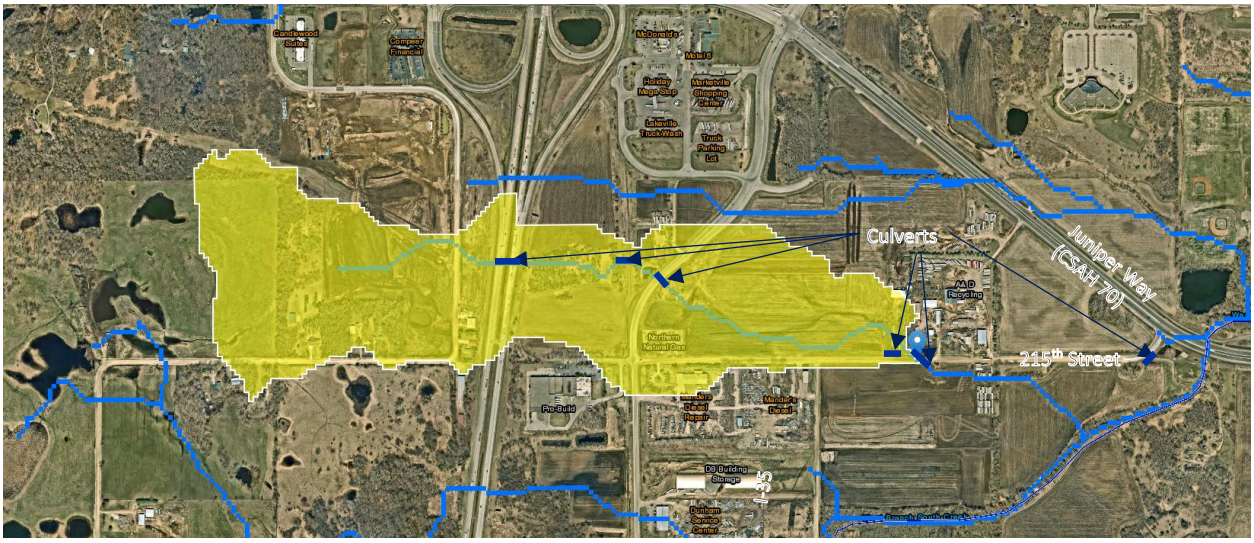

Figure 2-1:Drainage Basin (StreamStats)

In yellow area represents the delineated basin showing an ephemeral overland stream that drains into and through the project area.

Figure 2-2:Existing Conditions

This picture is of the east end of the project area, showing the retention pond, the hydrant/stub for the water main and where the overhead power lines cross from north of 215th Street to the south side of CSAH 70.

2.3 Sanitary Sewer Infrastructure

A previous project installed a sanitary sewer manhole and stub where 215th Street approaches the intersection with Juniper Way (CSAH 70). This was part of the CSAH 70 expansion project constructed in 2020. The sanitary sewer stub is an 8" polyvinyl-chloride (PVC) pipe. East of this existing manhole in 215th Street, the sanitary sewer transitions to a 15" PVC pipe that crosses Juniper Way to the north. The manhole invert is 1011.42. The adjoining properties each currently use private septic systems.

2.4 Water Main Infrastructure

215th Street between Kenrick Ave and Juniper Way is currently a gap in the Lakeville Municipal Water system. The CSAH 70 expansion project in 2020 installed a stub for a 16" PVC Water Main, located where the existing paved approach ends. The stub had a minimum cover of 8'.

There is an existing flushing hydrant and Water Main stub on the west end of the project. This 12" Ductile Iron Pipe (DIP) was installed in 2008 as part of a reconstruction project for CSAH 70 that included utility improvements and realignment of Kenrick (CSAH 5). That stub connects to the 12" DIP water main on the west side of Kenrick and the newly installed 16" PVC water main running to the west and north for a booster station and crossing under I-35. The booster station and crossing under I-35 was constructed in 2023, including a 36" Steel casing through MnDOT Right-of-way. This west end was installed with 7.5' of cover, on average.

The adjoining parcels along 215th Street use private wells for potable water or are undeveloped lots used for agriculture that have not previously needed water services. If developed these properties would be required to connect to the City's water system.

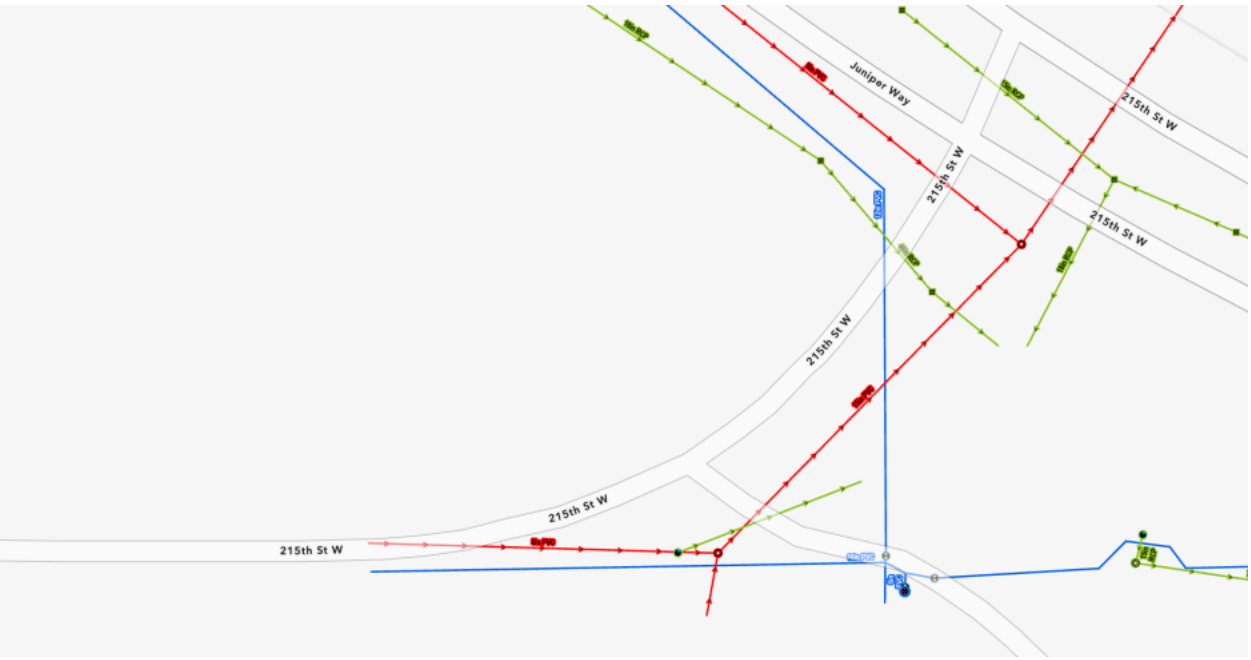

Figure 2-3: Existing Utilities at 215th Street & Juniper Way (City of Lakeville GIS)
Blue are existing water mains, red are existing sanitary sewers, and green are existing storm pipes and culverts.

2.5 Other Utilities

The 215th Street corridor contains many private utilities, under and alongside the existing roadway.

2.5.1 Power Lines

Along the north side of the roadway are overhead electrical transmission lines operated by Great River Electric. There are buried electrical lines and services running underneath the existing ditches on the north side of the road owned by Dakota Electric who provides power to the streetlight at Kenrick Ave. At the west end, there is a parallel Dakota Electric system providing services for Manders Diesel Repair. Dakota Electric also operates overhead transmission lines west of I-35 along Keokuk Ave.

The overhead power lines on 215th Street have permanent easements along the north side of the road but for a small portion of the Dunham property.

2.5.2 Natural Gas

There is a significant presence of natural gas facilities within the project area. Northern Natural Gas (NNG) operates a transfer station located at the northeast corner of Kenrick Ave (CSAH 5) and 215th Street. Multiple regional transmission mains enter and leave this facility.

This includes:

- **Two 12" mains that cross diagonally under 215th Street slightly east of the Kaparia Ave intersection.**
- **Two 12" mains and one 24" main that run northwest of the transfer station under Kenrick Ave and then I-35 at a 45-degree angle.**
- **One abandoned 12" main owned by Centerpoint Energy heading north.**
- **One 16" transmission main crossing 215th Street towards the south.**
- **A 4" gas pipe owned by Centerpoint under 215th Street's north shoulder with services for each of the adjacent properties.**
- **Multiple 4" gas lines owned by Centerpoint under the Kenrick Ave & 215th St intersection.**
- **One 4" gas line that connects the 215th Street pipe to Kaparia Ave.**
- **One field tap from NNG lines to old farmhouse on Dunham property**

These gas mains and services are most likely 5-7' deep, potholing to expose the pipe would be required prior to construction of any utilities in order to confirm. These are likely shallower than any proposed utility improvements but due to the size and sensitive nature of the facilities any crossings will require considerable care. Any trenched installations would need special support for the pipes, which would be kept in service during construction. The preference is to use trenchless installation techniques with large safety margins to avoid the gas mains. NNG's transmission mains have existing easements for all of their facilities west of Kaparia Avenue.

The City's sewer master plan proposes an alignment that would cross multiple NNG transmission mains 3 separate times, including the same location the sanitary sewer would need to go under I-35. The water main would also cross under NNG facilities at two separate locations.

2.5.3 Communications

Fiber Optic Lines operated by CenturyLink run under the northern shoulder of 215th Street and down Kaparia Ave. There are service boxes located along the right-of-way in the existing ditch. These would likely need to be relocated for any proposed ditch re-grading.

2.5.4 Lighting

There only existing streetlights are located at the intersections of 215th/Juniper and 215th/Kenrick.

Figure 2-4:Existing Lighting

Dakota Electric Maintained light pole at Kenrick Ave and 215th Street.

2.6 Soils/Geotechnical Information

In March 2026, Braun Intertec provided pavement borings and soil testing for 215th Street and utility improvements. Kenrick Avenue's pavement approach was approximately 3.5" of bituminous pavement and the Juniper Way approach was 4.5" of bituminous pavement. The existing aggregate surface of 215th street varied from 2-10" with the thinnest segments appearing in the middle of the corridor.

Soil types consist of poorly graded sands and silts with some lean clays. Laboratory tests determined them to be slightly wet and slightly more organic than standard. The gradation contained higher-than-normal fine materials and silty materials, likely due to the granular surfacing. The existing aggregate surfacing and underlying soils are not recommended for reuse as backfill beneath the roadway, but the organic soils may serve as good topsoil for the site. The average R-Value (Resistance Value) for the reconstruction area is estimated at 12.

Groundwater was apparent on the east of the project near Juniper Way (CSAH 70), approximately 7 feet below the surface. Other locations with apparent groundwater were those along the stream/drainage path north of 215th Street where the City's sewer master plan shows the preferred sewer alignment.

Based on the soil testing results Braun recommended to construct a subgrade of engineered fill at least 2' below a 6" aggregate subbase. The draft geotechnical boring map and logs can be found in **Appendix G: Geotechnical Report.** A Phase I Environmental Site Assessment (ESA) determined there is a strong likelihood for contaminated soils based on adjacent property uses and historic spill reports. Additional investigation is recommended. This may necessitate additional borrow material if contaminated soils are found during trench excavations and need disposing of.

3 Proposed Improvements

An illustrative layout of proposed improvements is in **Appendix A: 215th Street & Utility Layout.**

3.1 Transportation Facilities

Based on the geotechnical findings from Braun Intertec and City of Lakeville Standards for Minor Collector streets, the roadway is proposed to be reconstructed as a 40'-wide asphalt road with 5.5" of bituminous material.

New drainage ditches will be constructed adjacent to 215th Street. This typical section would include two 12' drive lanes with two 8' shoulders and no turn lanes (refer to Figure 3-1: Proposed Typical Section & Ditch End-Conditions). Geogrid is included between the aggregate subbase and the subgrade to mitigate settlement from the sanitary trench excavations.

Horizontal and vertical design criteria will be based on a 40-mph design speed. AASHTO guidelines do not recommend a CZ for low-speed facilities and while this project will be locally funded, Minnesota State Aid Rule 8820.9920 provides a good reference for design best-practices. State Aid rules require at least 10' for suburban areas. Ditch in-slopes will be no greater than 4:1 for safety and will allow culvert aprons to be entirely outside the CZ.

Gravel driveways will be provided in the interim. properties with expected development the locations will be coordinated with the property owners as part of the platting process. Existing gravel or asphalt driveways will be replaced in-kind. Eventually, new developments are expected to install paved driveways following the City of Lakeville Standard Plate LV-ST-4 for Commercial/Industrial Driveways.

No pedestrian or bicycle facilities are proposed as part of this project.

3.2 Stormwater Infrastructure

Throughout the corridor existing drainage primarily sheet-flows away from the road outside the right-of-way (ROW) or into shallow ditches that lack adequate drainage capacity. The proposed design incorporates a minimum ditch depth of 3'. In locations without adequate depth from the ditch backslope, a berm is proposed to keep the roadway runoff within the right-of-way. The 3' ditch depth provides enough capacity for expected flows and is primarily for winter snow maintenance.

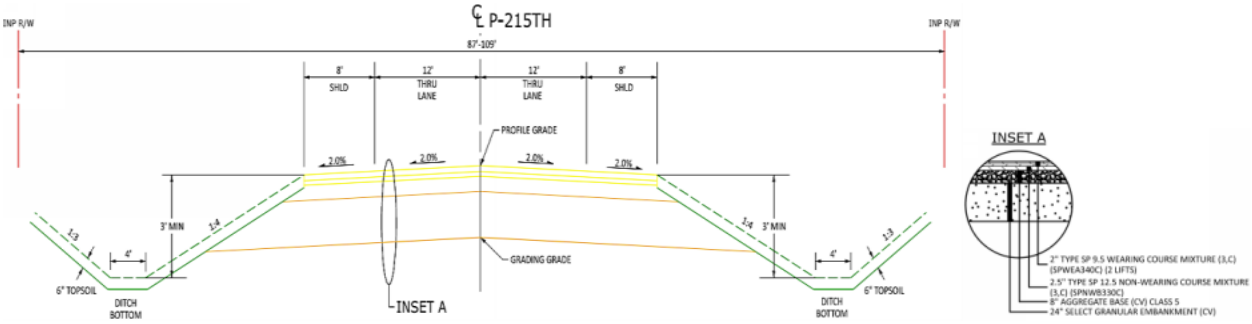

Figure 3-1: Proposed Typical Section & Ditch End-Conditions

This picture shows one of the proposed typical sections, including a ditch with a berm on the backslope to keep stormwater in the ROW.

Driveways east of the transfer station will require new culverts to maintain drainage through the corridor. The driveway culvert sizes are 15 - 36" (or equivalent arch pipe sizes). There is an existing 30" RCP centerline crossing near station 122+00 (east of Kaparia Ave) that will be upsized and replaced to reduce risk of flooding and washouts on the north side. A preliminary hydraulic analysis shows that with the new ditch and roadway vertical geometry, to maintain existing drainage the culvert would need to upsize to 36" RCP or the driveway configurations could be modified to allow for overtopping.

The 18" corrugated metal pipe culvert draining into the existing stormwater pond at Juniper Way (CSAH 70), requires upsizing to accommodate the expected flows from the project. Further evaluation of the effect of increased flows to this pond will be needed. Since the pond is rate controlled, it is expected that flows leaving the pond will minimally be affected or not at all, and therefore the larger entrance culvert should not impact downstream drainage facilities.

Stormwater treatment requirements will be met via approximately 1,200 linear feet of filtration ditches at the east end of the project. The required stormwater treatment volume is based on 0.5" over the added and reconstructed impervious area, this volume is larger than 1" over the added impervious area (MS4 requirements). While the existing soils in the area are Type B, based on the NRCS soil survey; soil borings indicated a high groundwater level. As such, the proposed treatment is a filtration ditch utilizing underdrains.

3.3 Sanitary Sewers

The Sanitary Sewer Extension will consist of a 12" PVC pipe, starting at the existing Sanitary Manhole near Juniper Way (CSAH 70) and proceeding west to Keokuk Ave right-of-way, on the west side of I-35. The preferred alignment was selected in coordination with updates to the City's Master Plan to best service future developments while minimizing conflicts with NNG gas mains as well as reducing property impacts and acquisitions. The main alignment will run under the center of 215th street before realigning northwest to cross I-35. The proposed locations can be seen in **Appendix A: 215th Street & Utility Layout.**

The sanitary sewer follows the centerline of the roadway from the existing manhole to the gas transfer station on the west end of 215th Street. This crosses NNG facilities at two locations, once east of Kaparia Ave and once directly south of the transfer station. The crossing near Kaparia will be installed using trenchless construction, to avoid both 12" mains. The crossing near the transfer station will be constructed using temporary trench supports. The sanitary sewer would then cross Kenrick Ave using trenchless methods, to keep it open for traffic, before following along the existing NNG easement to the northwest. The last segment would be installed beneath I-35 using trenchless methods.

All vertical separations between Sanitary sewer and water Main are at least 18" and where the sewer crosses under NNG gas mains it would have 24" separation. Casings for trenchless construction would be 24" internal-diameter steel pipes.

The existing stub is undersized and needs to be replaced with a 12" pipe. Pipe size was provided by SEH as part of a sanitary sewer study and based on a master system model. The upstream invert was required to be no higher than 1071.28.

Manholes are to be spaced at a maximum of 300' spacing and sewer services can primarily run to the manholes, if larger than normal services are required for the industrial/commercial uses.

3.4 Water Mains

The proposed water main extension will consist of 16" C900 water main pipe connecting the existing 16" stub near Juniper Way (CSAH 70) to the 12" stub near Kenrick Ave. It will run under the south shoulder of 215th Street to avoid utility conflicts and provide adequate clearance from the sanitary sewer (minimum 10' spacing between outsides of water mains and sewer pipes per Minnesota Department of Health). This alignment locates the gate valves outside the driving lanes, making them safer to access for maintenance and repair purposes.

C900 aligns with the City's standard specifications and is the preferred pipe material for this project to avoid needing cathodic protection and prevent interference with cathodic systems in place for the NNG natural gas mains that the water main would cross.

Hydrants are spaced at a maximum distance of 300' based on the adjacent commercial/industrial uses. The hydrant locations are on the outside edges of proposed ditches centered in the proposed drainage and utility easements.

The water main needs to cross the NNG facilities in two locations, the first is the diagonal crossing for the two 12" mains east of Kaparia Ave. The watermain should be constructed trenchless underneath the NNG facilities using a 30" steel casing pipe and can be launched from the same pit as the sanitary sewer. The second location is the 16" gas main south of the NNG transfer station. This can be constructed using trenched means with temporary support.

The far west end around the existing hydrant and stub needs to be replaced and a tie-in provided using a 16x12 reducer. Centerpoint Energy maintains multiple smaller gas mains surrounding this stub and hydrant. They will be relocated prior to water main being installed.

3.5 Other Improvements

City standards would recommend providing lighting at least at each intersection and for urban Minor Collectors it would be preferable to provide lighting along the entire corridor. Street Lighting is proposed for the Kaparia Ave intersection. More lighting will be installed along the corridor and at driveways with developments along 215th Street. The detailed design will be provided separately by Dakota Electric.

New street signs and pavement markings will be provided according to City standards and MUTCD design guidance for a 2-lane minor collector classification street.

The ditch locations will require adjustments to the existing communication utility boxes and buried fiber-optics. These will be coordinated with the private utility owners.

4 Permits

In order to construct the proposed improvements described in this Report, it will be necessary to obtain the following permits prior to the start of construction:

- **Minnesota Department of Health (MDH)**
  - Plan Review for Water Main System
- **Minnesota Pollution Control Agency (MPCA)**
  - NPDES Construction Permit (disturbing over 1 acre)
  - Sanitary Sewer Extension Permit
- **Metro Council**
  - Plan Review for Sanitary Sewer Extension
- **Minnesota Department of Transportation (MnDOT)**
  - Utility Accommodation On Trunk Highway Right Of Way (Form 2525)
- **Dakota County**
  - General Permit for work in the Right-of-Way
  - Utility Permit

5 Easements

Constructing the 215th Street Improvements and utility extensions will require additional easements beyond existing right-of-way, acquired for fee. The primary drivers for the easements are the sanitary sewer extension and proposed ditches that extend beyond the limited ROW.

Areas around Kenrick Ave have expansive public right-of-way, from the former I-65 interchange. This ROW can be useful for jacking and receiving pits for trenchless construction and stockpiling materials during construction.

Otherwise, the existing right-of-way along 215th Street is primarily in the form of "Prescriptive Easements." Records cannot be found formally acquiring or otherwise dedicating land for use as 215th Street (except for the property located on the northwest corner of 215th Street & Juniper Way (CSAH 70)). Under Minn. Stat. §541.02 the City is granted rights to a "Prescriptive Easement" based on the roadway openly and continuously existing, as well as being actively maintained for a period more than 15 years. The assumed width for such a Prescriptive Easement is 33ft from centerline of the roadway, matching available documents that represent these easements. In practice, the actual authority may be limited to only the parts actively maintained, such as paved/graded surfaces, shoulders, and ditches.

In cases like this, it is the City's preferred practice to obtain formal roadway easement dedications from property owners to codify the encroachment, despite technically already possessing all relevant authorities needed to maintain the road. The requested easement dedication, at this time, will match the assumed 33ft from center of roadway, given no additional right-of-way is needed to construct the

proposed project. Future development plats submitted to the City for this area may, however, amend the right-of-way dedication request to expand the easement to 40 ft from the center of the road to align with the intended industrial use of the adjacent properties."

Accordingly, a roadway easement, a 10-foot-wide Drainage & Utility (D&U) easement, and temporary construction easements will be dedicated as part of the development plat approval for the easternmost property along the north side of 215th Street. This property will not require additional easements for the maintenance of water main or storm infrastructure, so further negotiations are not expected.

The Dunham owned properties that run along 215th Street's north side do not have immediate expectations for development. Acquiring a permanent D&U easement and additional temporary easements for grading will be necessary to complete this project. The proposed D&U easement will overlap with existing easements for Great River Electric and NNG. Conflicts with the ditches and utilities are being coordinated and minimized to satisfy the relevant ownership rights and expectations.

Along the south side of 215th Street, between Kaparia Ave and Juniper Way (CSAH 70), the necessary roadway right-of-way easements, D&U easements, and temporary easements would ideally be negotiated as part of active development efforts and plat approvals. Current timelines for development and completing this project make that infeasible. As such, the City intends that the project team directly negotiate all easements pertaining to the construction of this project. Discussions pertaining to expanding the right-of-way will be postponed to when final plats are submitted by the developers.

The property on the southeast corner of Kenrick Ave (CSAH 5) and 215th Street, owned by Salvage LLC, will have minimal construction impacts. Easement negotiations will be limited to temporary easements required to install utility services and/or appurtenances. No permanent easements are required beyond the formal dedication of roadway easements as right-of-way.

Two properties west of Kenrick Ave will require permanent utility easements to install and maintain the sanitary sewer extension. The easement through the property east of I-35, owned by B&S Property Holdings, will run along the 70' south of the existing NNG easement. This has been preliminarily discussed with the owner after the City shared with them the alignment alternatives. A 50-foot-wide utility easement will be acquired from the property west of I-35 owned by United Christian Academy Foundation. This easement will cover the installation and maintenance of the sewer, as well as the existing water main that runs across the south part of the property. This has likewise been discussed preliminarily with the owners.

The proposed permanent and temporary easements can be seen in **Appendix B: Proposed Permanent Utility Easements** and are summarized in **Table 5-1: Easement Summary Table**

Table 5-1: Easement Summary Table

Parcel ID #	Owner	Ex. Prescriptive Easement* (Sf)	Prop. D&U Easement (Sf)	Temp. Easement (Sf)	Prop. Utility Easement (Sf)
220360025016	UNITED CHRISTIAN ACADEMY FOUNDATION	N/A	N/A	N/A	11,123
220360025015	B & S PROPERTY HOLDINGS LLC	N/A	N/A	6,330	38,424
220360006019	DUNHAM LAND LLC	64,797*	19,637	29,464	N/A
220360076010	DUNHAM LAND LLC	43,537*	12,863	15,851	N/A
220360007013	DB REALTY LLC	10,894*.	3,303	3,634	N/A
220360051010	SALVAGE LLC	16,040*	N/A	3,403	N/A
220360050012	SALVAGE LLC	17,816*	N/A	6,744	N/A
224446600010	LAKEVILLE IND ACREAGE PTNSHP	(74,057) **	(12,094) **	(6,415) **	N/A
220360075013	OLAM HOLDINGS I LLC	39,797*	12,375	16,088	N/A

** City already has prescriptive easement, Minn. Stat. §541.0, but intends to formalize limits as part of easement negotiations. May or may not involve fee, pending appraiser determination.*

***Already acquired through final plat process. Note that CSAH 70 Project already acquired road/highway easements for intersection improvements, as well.*

6 Cost Allocation

6.1 Estimated Project Construction Costs

Estimates of project costs were prepared for the 215th Street Improvements based on preliminary engineering design performed in early 2026. **Appendix C: Detailed Cost Estimate** detailed quantities and cost estimates based on unit price information taken from MnDOT and recently bid projects in the area. Total project costs include estimated construction costs, 10%contingency, and 20% for legal, fiscal, administrative, and engineering costs. The project cost estimates are located in **Table 6-1: Estimated Project Construction Costs & Assessable Share Summary.**

6.2 Assessable Costs

The City of Lakeville's Special Assessment Policy (**Appendix F: City of Lakeville Special Assessment Policy § 5.12**) establishes the method of calculation for percent-share of costs based on the type of improvement, the method establishing the amount of the costs each affected property shares, and adjustments based on the types of uses and improvements.

The City's policy requires them to specially assess properties that directly benefit from street construction The City's policy requires them to specially assess properties that directly benefit from street construction. Street reconstruction projects are limited to 40% of assessable costs but 215th Street's current unpaved state does not meet City standards. This project goes beyond pavement reconstruction, including excavation, base materials, grading, and significant drainage improvements. As such, City policy is to assess these improvements up to 100%.

New utility improvements such as storm sewer, water main, and sanitary sewer are 100% assessable based on lot frontage or per lot basis. The storm sewer improvements consist of upsized, replaced, and new culverts to accommodate drainage needs, particularly around private driveways. Since the

proposed drainage improvements are not substantially different from existing conditions, the impact assessment rate is 40%, as if it were a street reconstruction with storm sewer replacements. While the water main and sanitary sewer improvements are fully assessable, it is the City's practice to prorate or discount costs beyond standard 8" pipes and normal depths needed for operations. Accordingly, costs for the proposed 16" Water Main, oversized water main appurtenances (valves, fittings, etc.), 12" sanitary pipe, trenchless construction, casing pipes, and over-depth excavation will be reduced to an 8" equivalent or excluded from the assessment, based on frontage.

Other costs, such as stormwater treatment facilities will not be specially assessed by the City, for this project.

The City provides other adjustment factors within its special assessment policy based on factors like zoning, existing use, intensity of use, and deviations from minimum standards (e.g., roadway width). However, these adjustment factors typically only apply to residential uses. Commercial and industrial parcels, which this project consists entirely of, receive assessments based on lot frontage with costs divided equitably amongst all benefited properties using a prorated average cost per linear foot.

A summary of expected project costs and assessable amounts can be found in **Table 6-1: Estimated Project Construction Costs & Assessable Share Summary.**

Table 6-1: Estimated Project Construction Costs & Assessable Share Summary

Type	Est. Cost	Est. Eligible Costs	Assessable %	Est. City Share	Est. Total Assessable Cost
Street	$2,196,843	$2,196,843	100%	$0	$2,196,843
Storm Improvements	$370,400	$370,400	40%	$222,240	$148,160
Sanitary Sewer	$3,182,329	$913,146	100%	$2,269,183	$913,146
Water Main	$1,999,010	$806,007	100%	$1,193,004	$806,007
Stormwater Management Facilities	$520,269	$0	0%	$520,269	$0
Totals	**$8,268,850**	**$4,286,395**		**$4,204,695**	**$4,064,156**

**Prorated to an 8" standard size and depth. Does not include costs associated with trenchless construction.*

6.3 Preliminary Assessment Roll

The preliminary assessment rates and assessment roll are attached in **Appendix D:Cost & Assessment Rate Worksheet** and **Appendix E:Preliminary Assessment Roll**, respectively.

The preliminary assessment roll shows maximum expected assessments for each benefitted property along the project length.

Benefitted properties are defined as those immediately adjacent to proposed improvements and the owners would use or receive value from those proposed improvements. The types of benefits, and therefore assessment rates, may vary from property to property, such as where properties have new sanitary sewer, but no paving or water main whereas others have all of the potentially assessable elements. To address this variance, the assessment roll is broken down by each type of benefit: street, storm, curb, sanitary sewer, and water main.

6.4 Funding

This project will be entirely locally funded via special assessments, GO bond revenue, and utility service fees. Table 6-2 summarizes the budget and proposed funding sources for this project as shown in the City of Lakeville's 2026-2030 Capital Improvement Plan. The table calculates a balance between programmed funds compared to the estimated construction costs and expected assessment revenues (found in **Appendix C:** and **Appendix D:,** respectively.)

Table 6-2 : Cost/Revenue Summary

Funding Source	2026 Budget	Est. Construction Cost	Est. Total Assessable Cost	Est. Total Expected Sp. Assessment	Balance
GO Improvement Bonds – Sp. Assess.	$5,240,000	$2,196,843	$2,196,843	$2,196,843	$5,240,000
Stormwater Infrastructure Fund	$200,000	$890,669	$148,160	$148,160	$(542,509)
Sanitary Sewer Trunk Fund	$1,215,000	$3,182,329	$913,146	$881,617	$(1,085,712)
Water Trunk Fund	$100,000	$1,999,010	$806,007	$806,007	$(1,093,004)
Total	$6,755,000	$8,281,270	$4,064,156	$4,032,626	$2,506,356

7 Public Hearing

Using assessments for financing portions of the 215th Street Improvement Project requires following Minnesota Statute Chapter 429, which requires two public hearings regarding the project. The following sections include a description of the required hearings.

7.1 Improvement Hearing

The first public hearing is the "Improvement Hearing." The City Council calls for this hearing when the Feasibility Report is complete and is ready for City Council review. Notice of the hearing must be made to the general public and specifically to those parcels proposed for assessment.

The information in the Feasibility Report will be presented at the Improvement Hearing, including the estimated project costs and the estimated assessments. After the hearing closes, if the City wishes to proceed with the project, the City Council then will take action to officially order the improvements.

7.2 Assessment Hearing

The second public hearing is the "Assessment Hearing." The purpose of the assessment hearing is to present the final assessment roll for properties proposed for special assessment. The City must directly notify the specifically affected properties; notice must also go out to the general public.

To prepare for the assessment hearing, the City must have the final assessment roll prepared with the final assessment levy proposed against the properties. This differs from the Improvement Hearing, where only the estimated assessments are presented. Preparation of the final assessment roll is based on actual costs from construction bids received.

Minnesota Statute allows the Assessment Hearing either before the award of the contract and start of construction, or after the contractor completes construction.

8 Schedule

The private commercial developments planned along 215th Street are interested in beginning construction soon. As such, the utility portions of this proposed improvement project should be the main priorities. The critical goal is that the sanitary sewer and water main on the east end of 215th Street are in-place this fall.

This should be very achievable, so long as the project is bid by late summer. The east end of the project is the logical starting place for the utilities and represents the easier parts of the project, not requiring trenchless construction and with minimal utility conflicts. Preliminary discussions with local contractors indicate, however, that it may be possible to install all the proposed utilities, including the trenchless installations, in 2026 so long as weather permits.

Paving and some utility work may be left for the following spring in 2027. In fact, it may be ideal to allow the sewer trench backfill the winter season to settle out before final grading and paving the following construction season. Oftentimes large utility trenches have so much loose backfill or need to be supplemented with engineered fill that it shifts or reacts differently than the ground around. That first period where deep trenches like these are saturated and experience their first freeze-thaw cycles can result in significant settlement or heaving.

The two-season schedule for paving should not affect operations or access to existing businesses, local traffic, or construction vehicle operations for the developments.

Table 8-1 : Schedule Summary

Resolution Ordering Preparation of Feasibility Report*	February 17, 2026
Receive Draft Feasibility Report*	May 1, 2026
Approve Feasibility Study*	July 6, 2026
Order Public Hearing for Improvements*	July 6, 2026
Public Improvement Hearing*	August 3, 2026
Approve Plans and Specifications, Authorize Ad for Bid, Set Bid Date*	August 17, 2026
Bid Opening	September 11, 2026
Award Contract, Declare Costs, and Set Assessment Hearing*	September 21, 2026
Assessment Hearing*	October 5, 2026
Begin Construction	October 20, 2026
Complete Utility Improvements	December 2026
Substantial Completion	June 2027

** Denotes City Council Meeting Item*

9 Conclusions & Recommendations

- **From the results of the Feasibility Study and investigations, we concluded that:**
  - The project is feasible and cost effective from an engineering standpoint.
- **In considering the foregoing conclusions, we recommend that:**
  - The City Council accept this report and schedule a public hearing on the proposed improvements.

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Appendices Follow

Appendices

Appendix A:	215th Street & Utility Layout	A-1
Appendix B:	Proposed Permanent Utility Easements	B-1
Appendix C:	Detailed Cost Estimate	C-1
Appendix D:	Cost & Assessment Rate Worksheet	D-1
Appendix E:	Preliminary Assessment Roll	E-1
Appendix F:	City of Lakeville Special Assessment Policy § 5.12	F-1
Appendix G:	Geotechnical Report	G-1

Appendix A: 215th Street & Utility Layout

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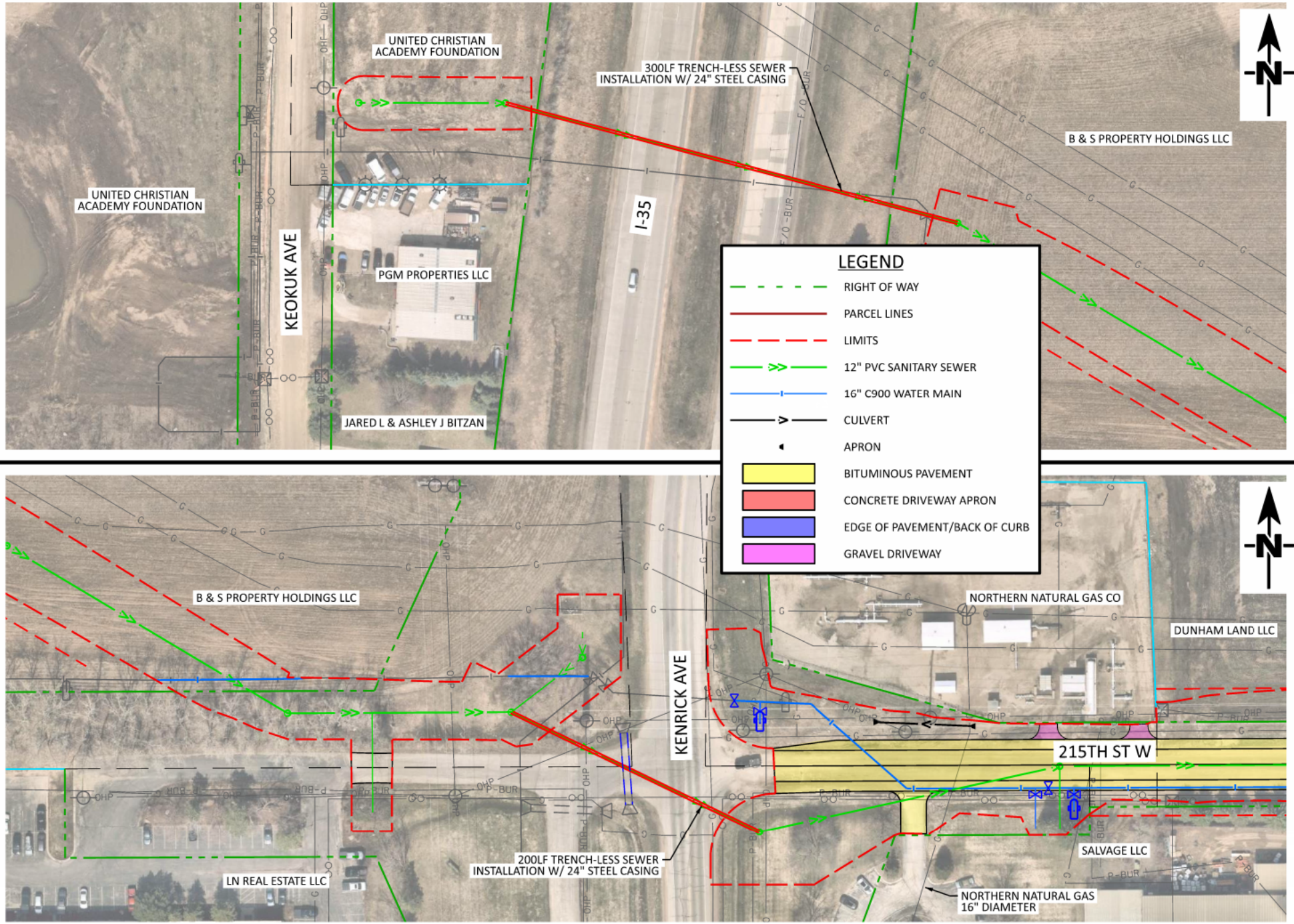
Exhibits Follow



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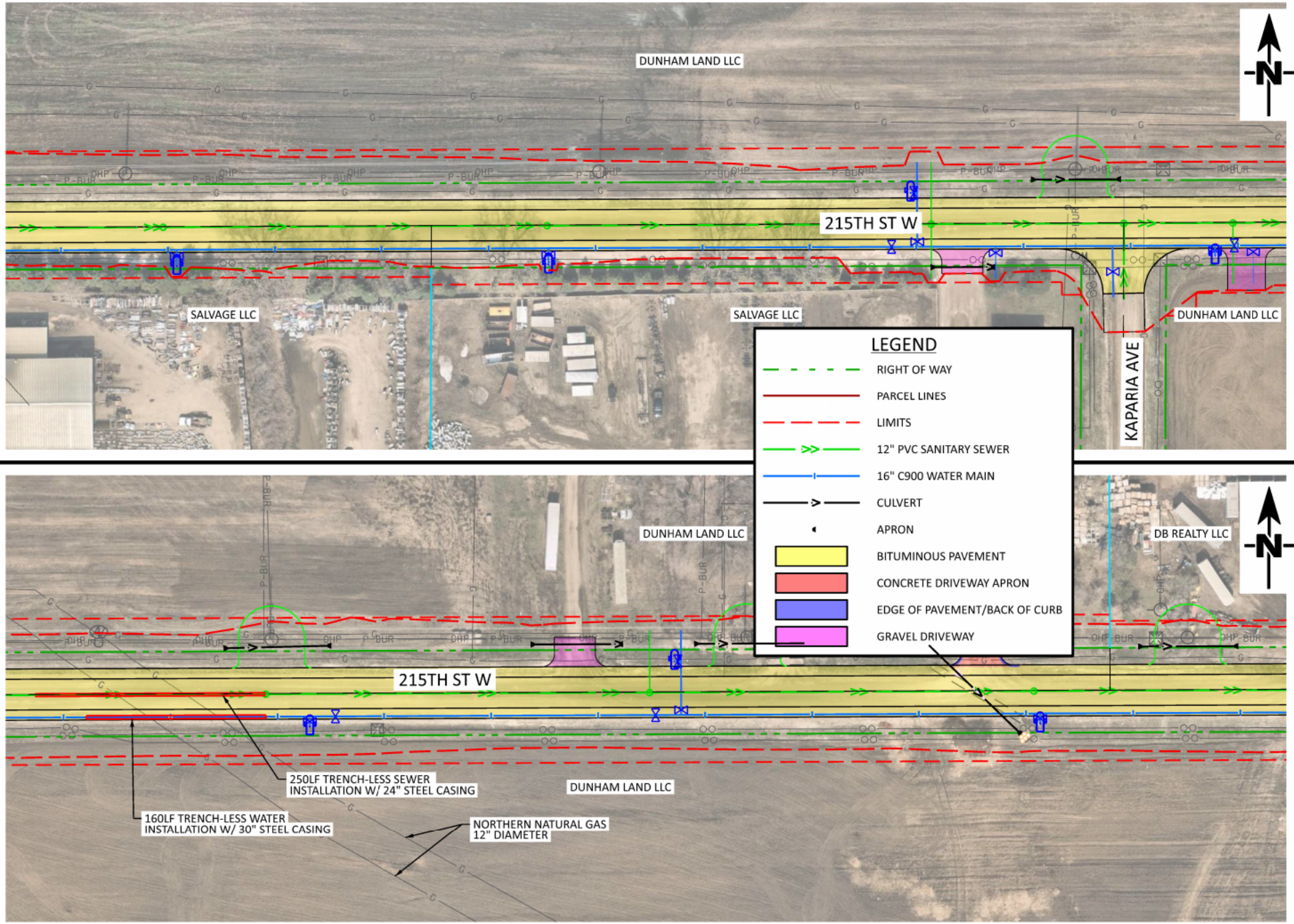
215TH STREET AND UTILITY LAYOUT

215TH ST W.
LAKEVILLE, MINNESOTA

SHEET 1 OF 3



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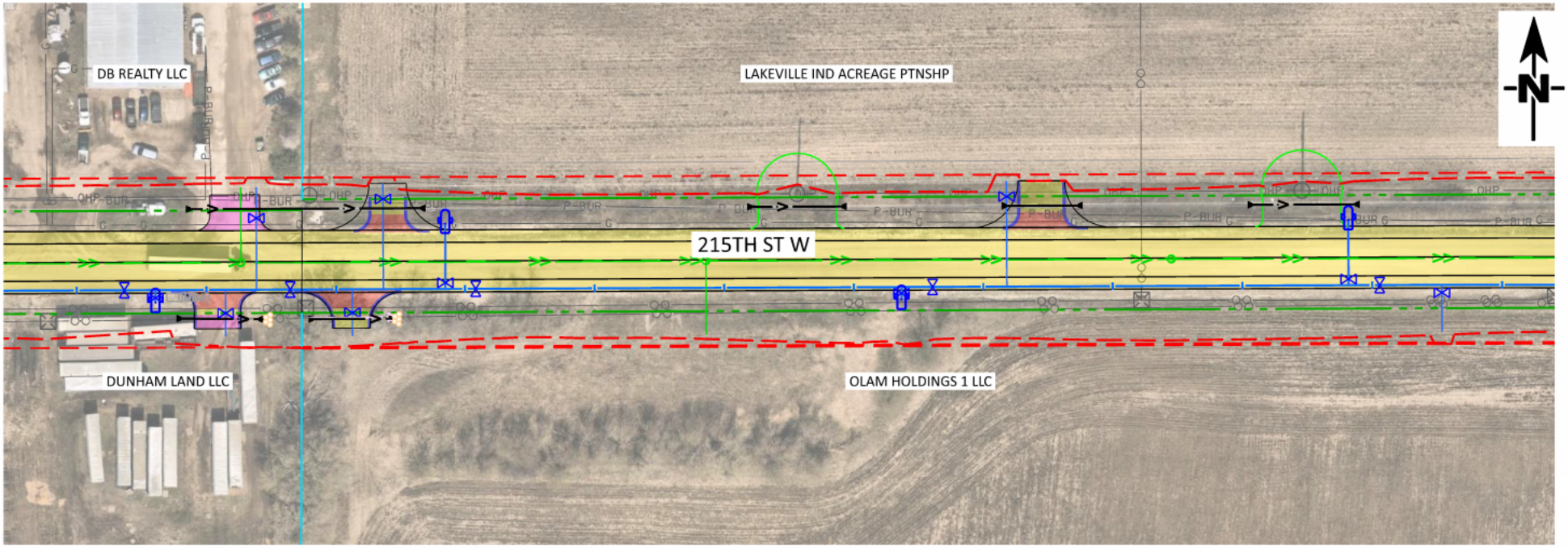
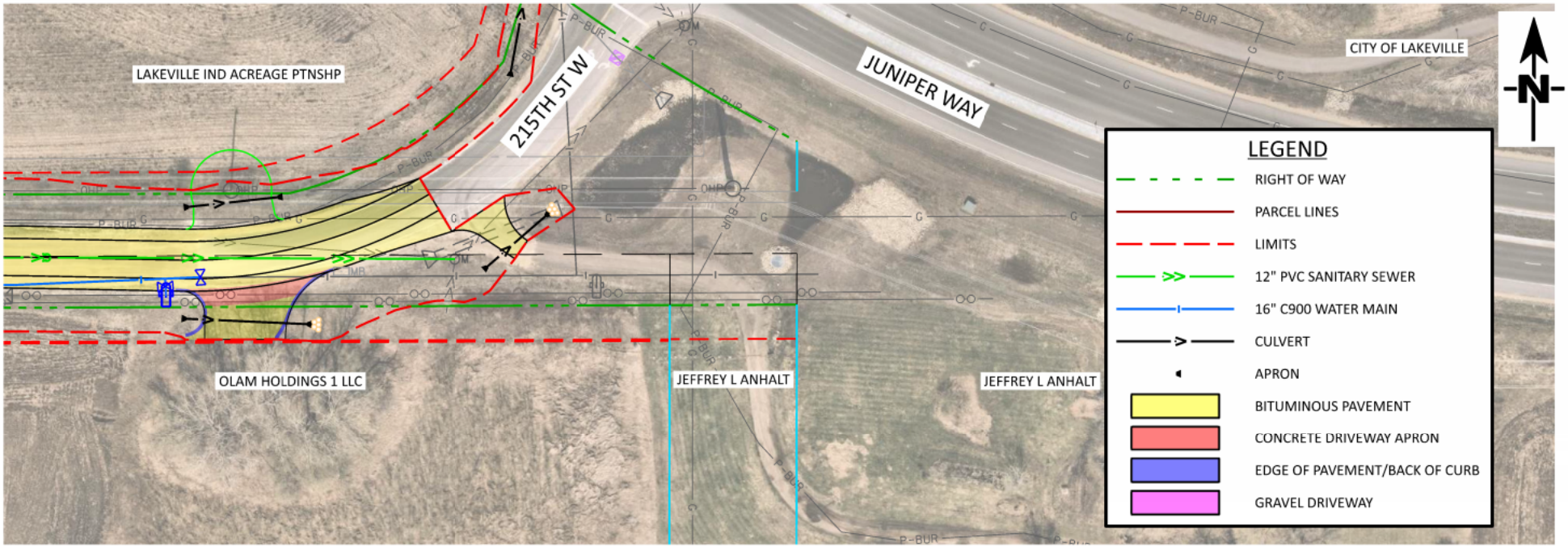
215TH STREET AND UTILITY LAYOUT

215TH ST W.
LAKEVILLE, MINNESOTA

SHEET 2 OF 3





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215TH STREET AND UTILITY LAYOUT

215TH ST W.
LAKEVILLE, MINNESOTA

SHEET 3 OF 3

Appendix B: Proposed Permanent Utility Easements

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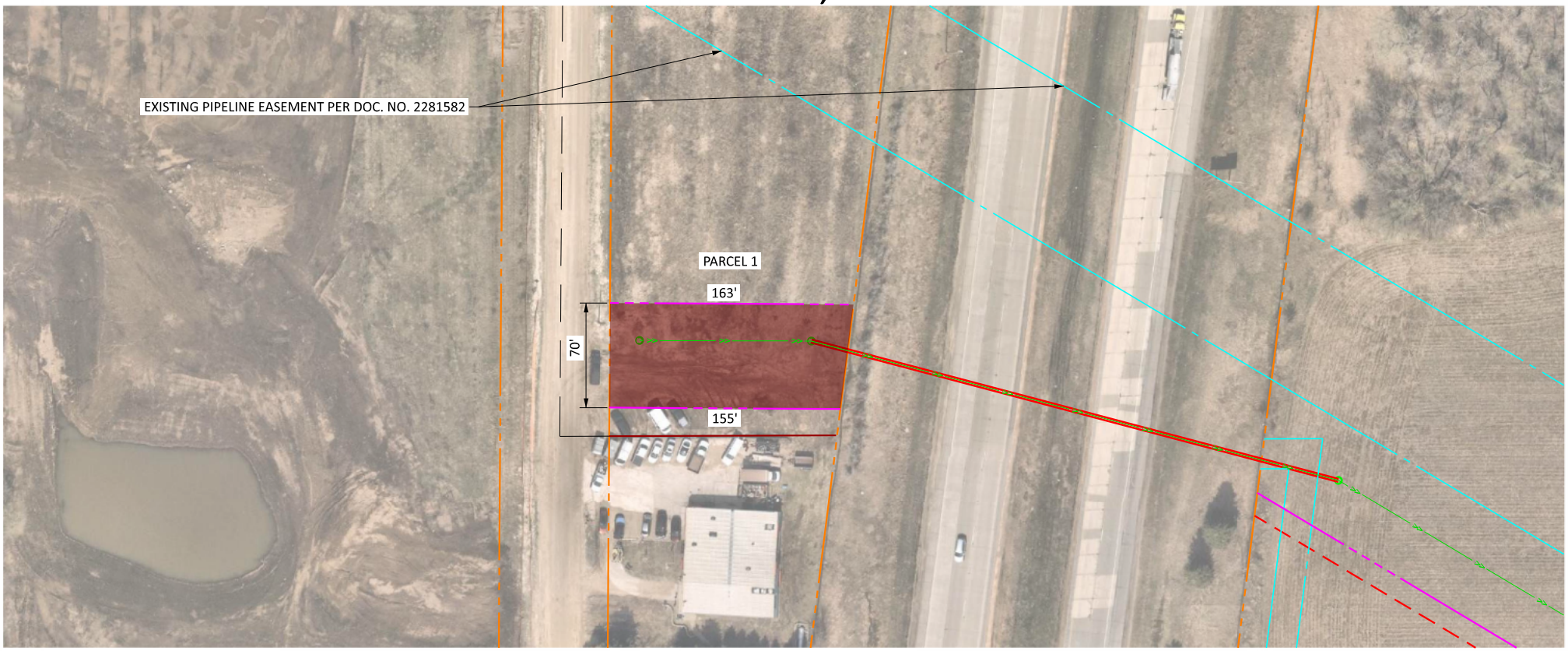
Exhibits Follow

215TH ST. W PROPERTY EXHIBIT
LAKEVILLE, MN



* DIMENSIONS OF EASEMENT AREAS ARE ROUNDED TO THE NEAREST FOOT SO MAY NOT MATCH SQUARE FOOTAGE LISTED BELOW

OWNER **UNITED CHRISTIAN ACADEMY FOUNDATION**

PARCEL **01**
PROJECT NO. 26-09
PID **22-03600-25-016**

LEGEND

- TEMPORARY EASEMENT
- RIGHT OF WAY
- PERMANENT EASEMENT
- DRAINAGE & UTILITY EASEMENT
- PARCEL LINES

TEMPORARY EASEMENT (SQ. FT.)	
DRAINAGE AND UTILITY EASEMENT (SQ. FT.)	**11,123**
PRESCRIPTIVE RIGHT-OF-WAY (SQ. FT.)	

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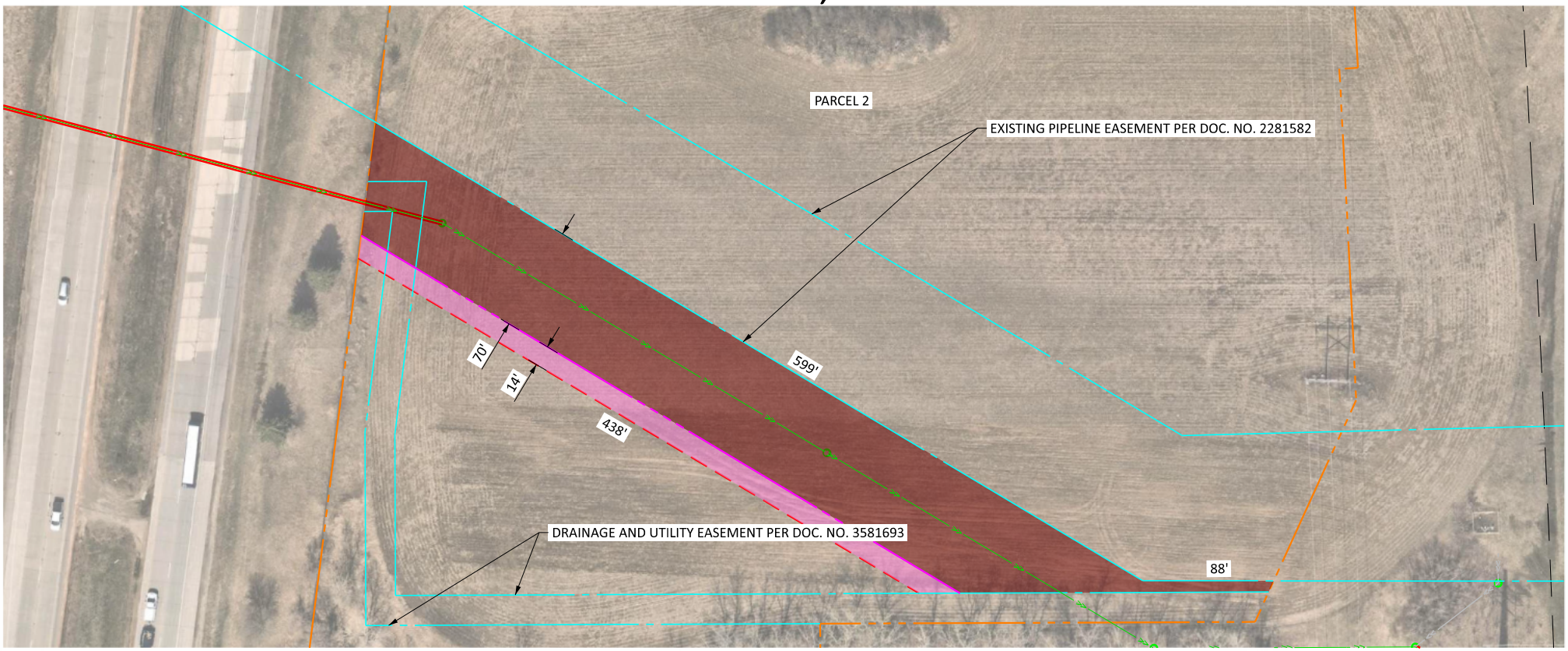
SHEET 1 OF 7

215TH ST. W PROPERTY EXHIBIT
LAKEVILLE, MN



* DIMENSIONS OF EASEMENT AREAS ARE ROUNDED TO THE NEAREST FOOT SO MAY NOT MATCH SQUARE FOOTAGE LISTED BELOW

LEGEND

- TEMPORARY EASEMENT
- RIGHT OF WAY
- PERMANENT EASEMENT
- DRAINAGE & UTILITY EASEMENT
- PARCEL LINES

OWNER B & S PROPERTY HOLDINGS LLC

PARCEL 02
PROJECT NO. 26-09
PID 22-03600-25-015

TEMPORARY EASEMENT (SQ. FT.)	**6,330**
DRAINAGE AND UTILITY EASEMENT (SQ. FT.)	**38,424**
PRESCRIPTIVE RIGHT-OF-WAY (SQ. FT.)	

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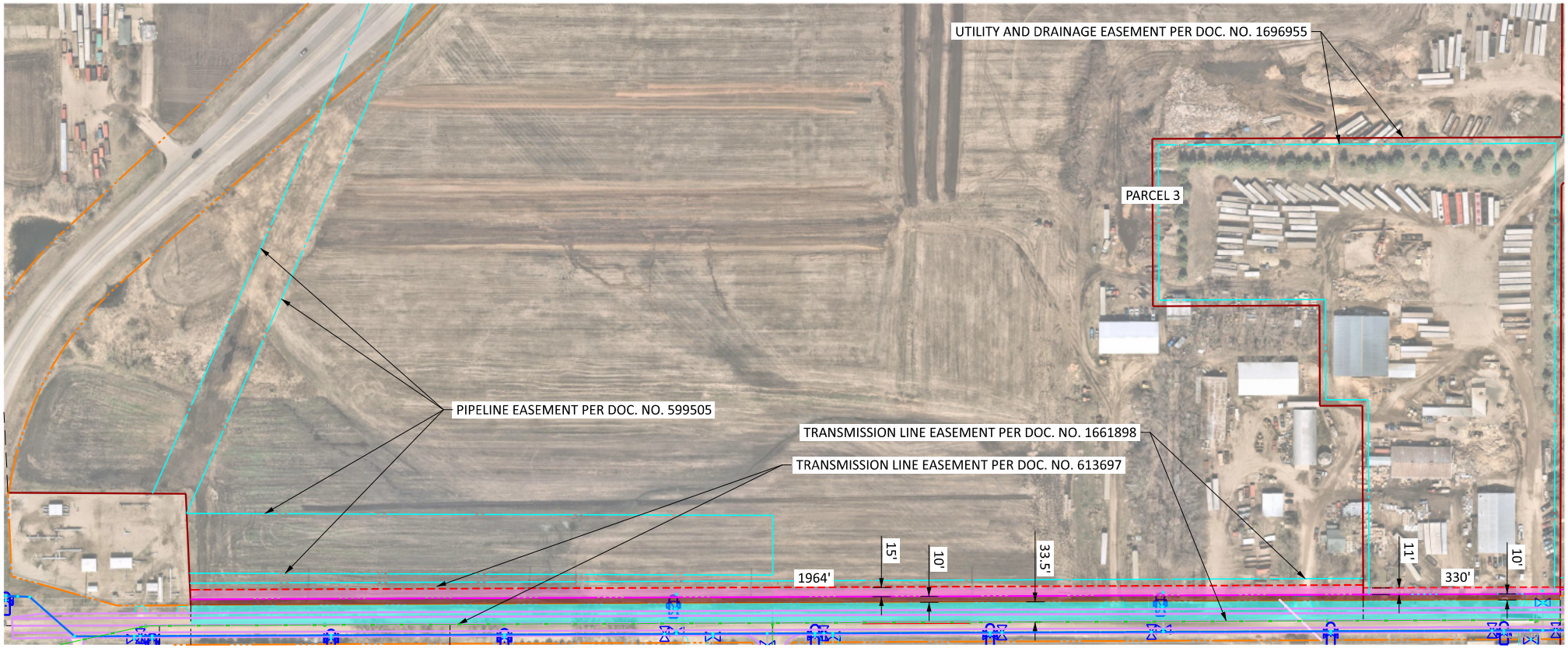
SHEET 2 OF 7

215TH ST. W PROPERTY EXHIBIT
LAKEVILLE, MN



* DIMENSIONS OF EASEMENT AREAS ARE ROUNDED TO THE NEAREST FOOT SO MAY NOT MATCH SQUARE FOOTAGE LISTED BELOW

LEGEND

- TEMPORARY EASEMENT
- RIGHT OF WAY
- PERMANENT EASEMENT
- DRAINAGE & UTILITY EASEMENT
- PARCEL LINES

OWNER **DUNHAM LAND LLC**

PARCEL 03
PROJECT NO. 26-09
PID 22-03600-06-018 AND 22-03600-06-019

TEMPORARY EASEMENT (SQ. FT.)	**33,097**
DRAINAGE AND UTILITY EASEMENT (SQ. FT.)	**22,908**
PRESCRIPTIVE RIGHT-OF-WAY (SQ. FT.)	**75,691**

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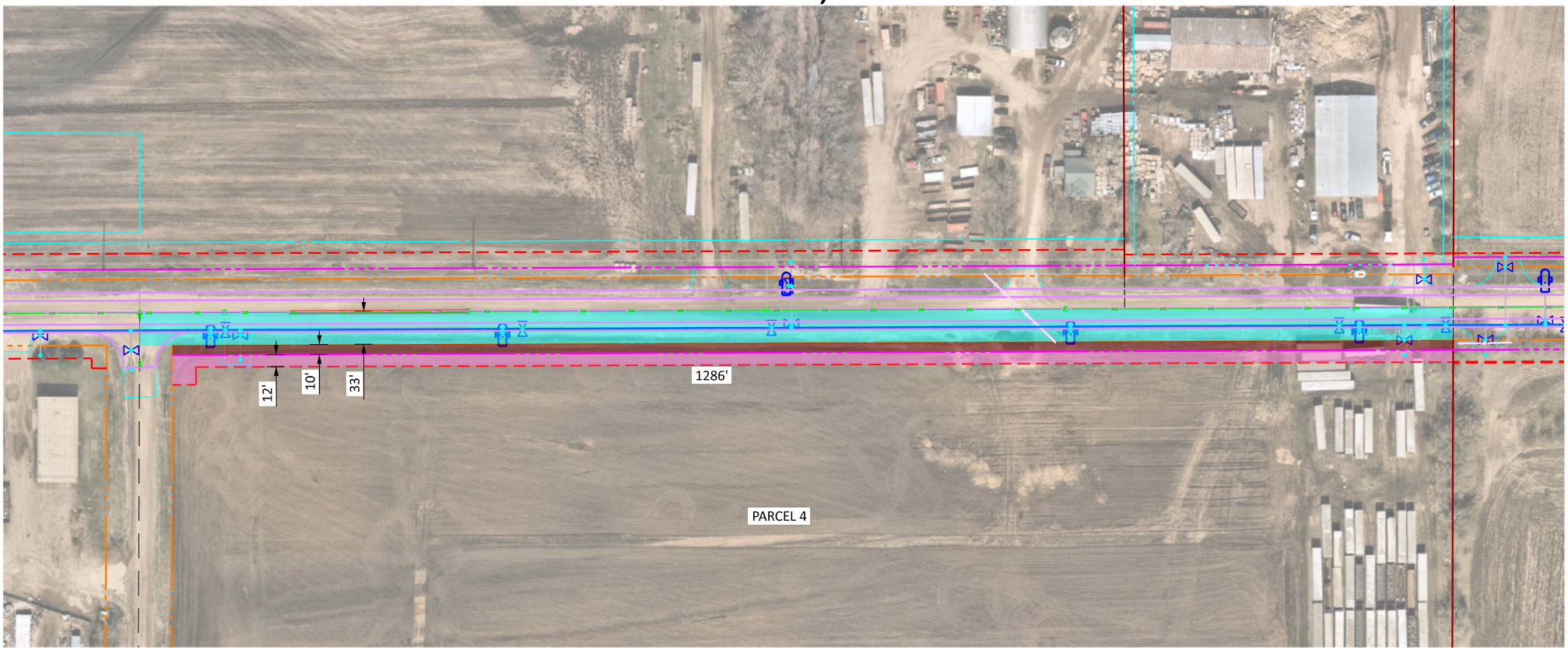
SHEET 3 OF 7

215TH ST. W PROPERTY EXHIBIT
LAKEVILLE, MN



* DIMENSIONS OF EASEMENT AREAS ARE ROUNDED TO THE NEAREST FOOT SO MAY NOT MATCH SQUARE FOOTAGE LISTED BELOW

OWNER **DUNHAM LAND LLC**

PARCEL **04**
PROJECT NO. 26-09
PID **22-03600-79-010**

LEGEND

- TEMPORARY EASEMENT
- RIGHT OF WAY
- PERMANENT EASEMENT
- DRAINAGE & UTILITY EASEMENT
- PARCEL LINES

TEMPORARY EASEMENT (SQ. FT.)	**15,851**
DRAINAGE AND UTILITY EASEMENT (SQ. FT.)	**12,863**
PRESCRIPTIVE RIGHT-OF-WAY (SQ. FT.)	**43,537**

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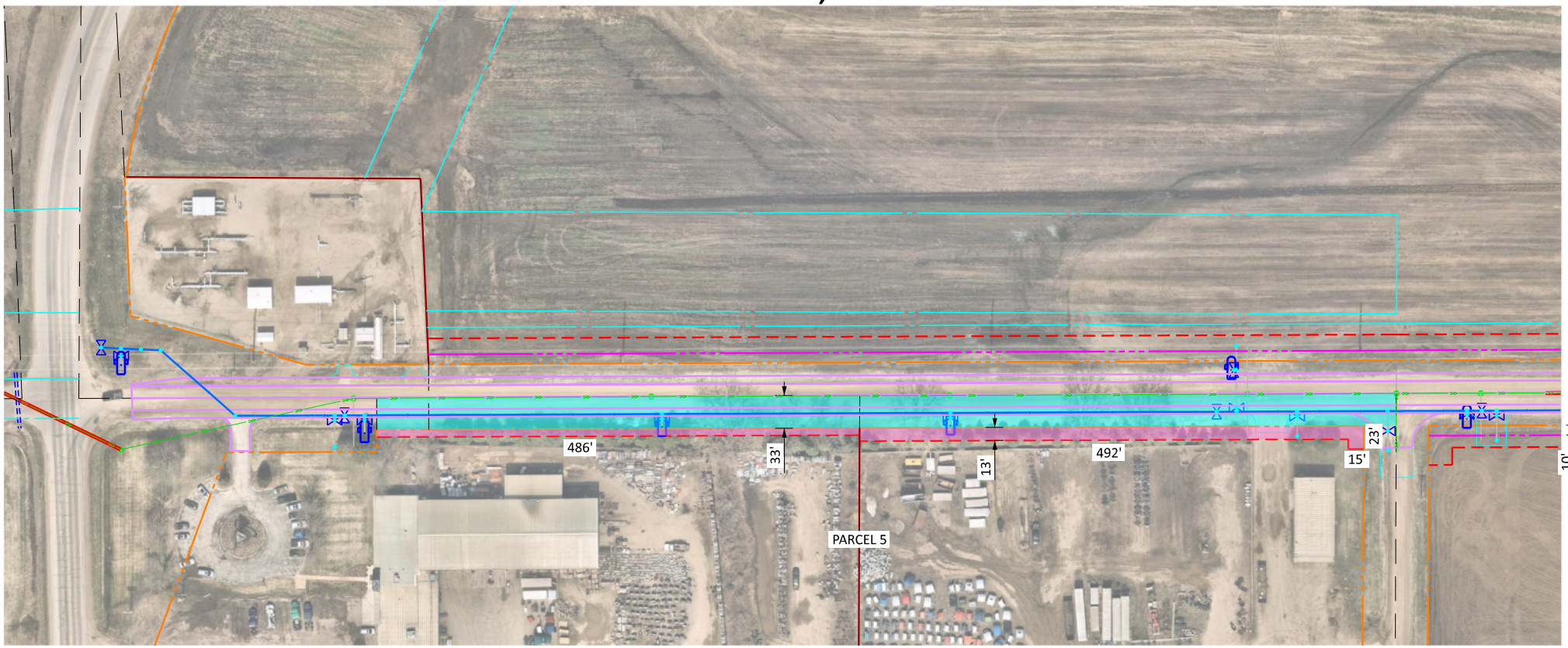
SHEET 4 OF 7

215TH ST. W PROPERTY EXHIBIT
LAKEVILLE, MN



* DIMENSIONS OF EASEMENT AREAS ARE ROUNDED TO THE NEAREST FOOT SO MAY NOT MATCH SQUARE FOOTAGE LISTED BELOW

OWNER MANDERS DIESEL

PARCEL 05
PROJECT NO. 26-09
PID 22-03600-51-010 & 22-03600-50-012

LEGEND

- TEMPORARY EASEMENT
- RIGHT OF WAY
- PERMANENT EASEMENT
- DRAINAGE & UTILITY EASEMENT
- PARCEL LINES

TEMPORARY EASEMENT (SQ. FT.)	**10,148**
DRAINAGE AND UTILITY EASEMENT (SQ. FT.)	
PRESCRIPTIVE RIGHT-OF-WAY (SQ. FT.)	**33,869**

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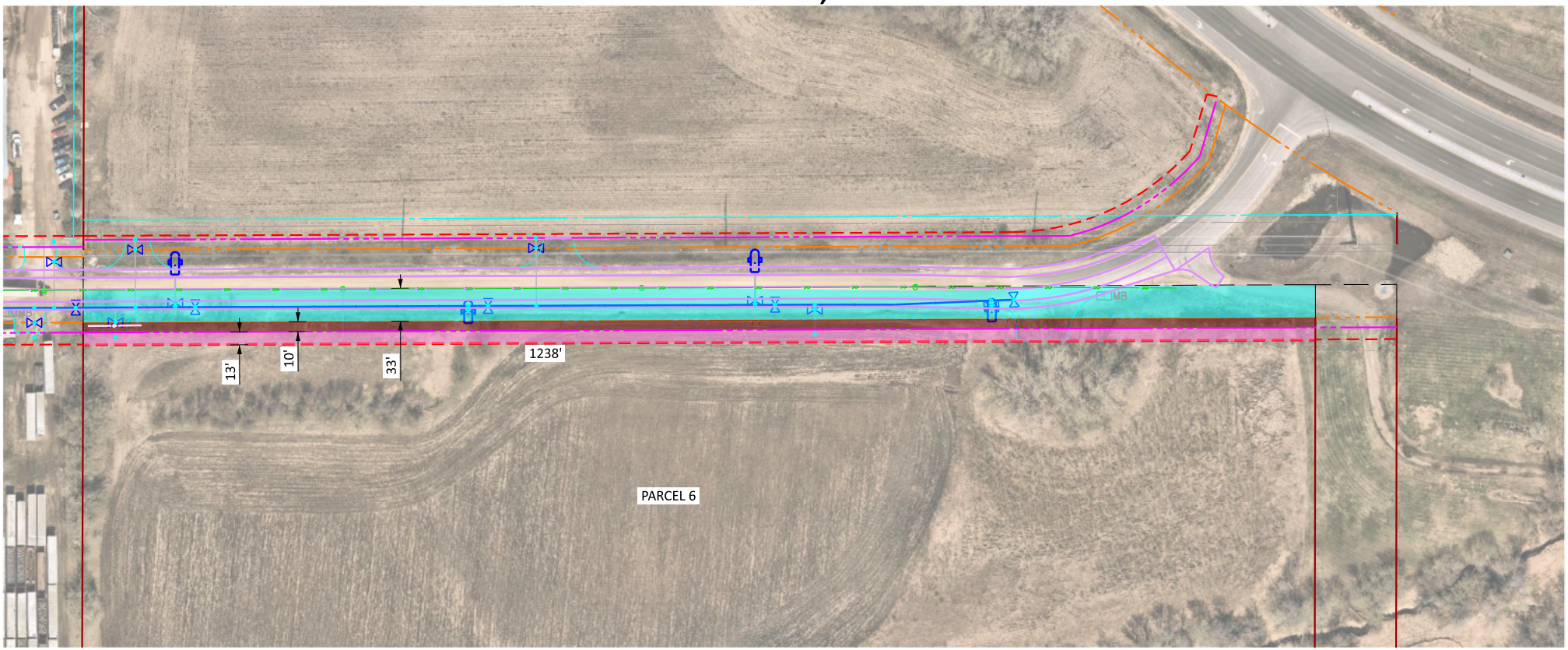
SHEET 5 OF 7

215TH ST. W PROPERTY EXHIBIT
LAKEVILLE, MN



* DIMENSIONS OF EASEMENT AREAS ARE ROUNDED TO THE NEAREST FOOT SO MAY NOT MATCH SQUARE FOOTAGE LISTED BELOW

OWNER **OLAM HOLDINGS I LLC**

PARCEL **06**
PROJECT NO. 26-09
PID **22-03600-75-013**

LEGEND

- TEMPORARY EASEMENT
- RIGHT OF WAY
- PERMANENT EASEMENT
- DRAINAGE & UTILITY EASEMENT
- PARCEL LINES

TEMPORARY EASEMENT (SQ. FT.)	**16,088**
DRAINAGE AND UTILITY EASEMENT (SQ. FT.)	**12,375**
PRESCRIPTIVE RIGHT-OF-WAY (SQ. FT.)	**39,797**

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SCALE FEET

Stonebrooke

SHEET 6 OF 7

Appendix C: Detailed Cost Estimate

CITY PROJECT # 26-09
ENGINEERS ESTIMATE
7/27/2026

LINE NO.	ITEM DESCRIPTION	UNIT	UNIT COST	PROJECT TOTALS		CITY PROJECT #26-09											
						ROADWAY		STORM SEWER		SANITARY SEWER		SANITARY PRORATE	WATER MAIN		WATER PRORATE	SWM / SWP	
				ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST	COST	ESTIMATED QUANTITY	COST	COST	ESTIMATED QUANTITY	COST
1	MOBILIZATION	LS	$500,000	1	$500,000	0.3	$150,000			0.4	$200,000	$200,000	0.2	$100,000	$100,000	0.1	$50,000
2	CLEARING	EACH	$250	7	$1,750											7	$1,750
3	GRUBBING	EACH	$150	7	$1,050											7	$1,050
4	CLEARING	ACRE	$5,000	0	$1,500											0.3	$1,500
5	GRUBBING	ACRE	$4,500	0	$1,350											0.3	$1,350
6	REMOVE HYDRANT	EACH	$500	1	$500								1	$500	$500		
7	REMOVE SIGN	EACH	$25	5	$125	5	$125										
8	REMOVE SIGN PANEL SPECIAL	EACH	$100	4	$400	4	$400										
9	REMOVE MAIL BOX SUPPORT	EACH	$100	1	$100	1	$100										
10	SALVAGE SIGN	EACH	$50	4	$200	4	$200										
11	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$2	209	$314	209.0	$314										
12	REMOVE PIPE CULVERTS	LIN FT	$15	190	$2,850			190	$2,850								
13	REMOVE WATER MAIN	LIN FT	$10	218	$2,180								218.0	$2,180	$2,180		
14	REMOVE SEWER PIPE (SANITARY)	LIN FT	$10	166	$1,660					166	$1,660	$1,660					
15	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	$10	164	$1,640	164	$1,640										
16	REMOVE BITUMINOUS PAVEMENT	SQ YD	$5	618	$3,090	618	$3,090										
17	EXCAVATION - COMMON	CU YD	$12	27230	$326,760	27230	$326,760										
18	EXCAVATION - SUBGRADE*	CU YD	$12	14006	$168,072	14006	$168,072										
19	SELECT GRANULAR EMBANKMENT (CV)	CU YD	$15	13723	$205,845	13723	$205,845										
20	COMMON EMBANKMENT (CV)	CU YD	$6	1355	$8,130	1355	$8,130										
21	DEWATERING	LS	$15,000	1	$15,000					0.6	$9,000	$9,000	0.4	$6,000	$6,000		
22	CRUSHED ROCK*	CU YD	$35	800	$28,000	800	$28,000										
23	GEOTEXILE FABRIC TYPE 10	SQ YD	$4	1354	$5,416											1354	$5,416
24	TEST ROLLING	STA	$55	38	$2,090	38	$2,090										
25	SUBGRADE PREPARATION (6" THICKNESS)	STA	$300	38	$11,400	38	$11,400										
26	COMMON LABORERS	HOUR	$75	35	$2,625	35	$2,625										
27	TRACTOR MOUNTED BACKHOE	HOUR	$200	10	$2,000	10	$2,000										
28	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$150	40	$6,000	40	$6,000										
29	WATER	MGAL	$40	150	$6,000											150	$6,000
30	AGGREGATE BASE (CV) CLASS 5	CU YD	$35	5640	$197,400	5640	$197,400										
31	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$75	1454	$109,050	1454.0	$109,050										
32	TYPE SP 12.5 NON-WEARING COURSE MIX (3,C)	TON	$100	3747	$374,700	3747	$374,700										
33	FINE FILTER AGGREGATE (CV)	CU YD	$60	263	$15,780											263	$15,780
34	15" RC PIPE APRON	EACH	$1,200	21	$25,200			21	$25,200								
35	51" SPAN RC PIPE-ARCH APRON	EACH	$2,500	6	$15,000			6	$15,000								
36	58" SPAN RC PIPE-ARCH APRON	EACH	$3,000	8	$24,000			8	$24,000								
37	15" RC PIPE CULVERT DESIGN 3006 CLASS V	LIN FT	$100	717	$71,713			717	$71,713								
38	51" SPAN RC PIPE-ARCH CULVERT CLASS IIIA	LIN FT	$350	210	$73,500			210	$73,500								
39	58" SPAN RC PIPE-ARCH CULVERT CLASS IIIA	LIN FT	$375	186	$69,750			186	$69,750								
40	6" PRECAST CONCRETE HEADWALL	EACH	$500	3	$1,500			1	$500							2	$1,000
41	6" PVC PIPE DRAIN	LIN FT	$20	978	$19,560											978	$19,560
42	6" PERF TP PIPE DRAIN	LIN FT	$15	100	$1,500			100	$1,500								
43	6" PERF PE PIPE DRAIN	LIN FT	$15	1224	$18,360											1224	$18,360
44	6" TP PIPE DRAIN CLEAN OUT	EACH	$350	9	$3,150			1	$350							8.0	$2,800
45	4" PVC PIPE SEWER	LIN FT	$45	78	$3,510					78.0	$3,510	$3,510					
46	8" PVC PIPE SEWER	LIN FT	$75	377	$28,275					377	$28,275	$28,275					
47	CONNECT TO EXISTING MANHOLES (SAN)	EACH	$2,000	1	$2,000					1.0	$2,000	$2,000					
48	12" PVC PIPE SEWER	LIN FT	$100	5133	$513,300					5133	$513,300	$384,975					
49	24" STEEL CASING PIPE (JACKED) - SANITARY SEWER	LIN FT	$2,000	760	$1,520,000					760.0	$1,520,000						
50	CONNECT TO EXISTING WATER MAIN	EACH	$2,000	1	$2,000								1	$2,000	$2,000		
51	HYDRANT	EACH	$7,000	14	$98,000								14	$98,000	$98,000		
52	ADJUST VALVE BOX	EACH	$600	1	$600								1	$600	$600		
53	6" GATE VALVE AND BOX	EACH	$2,750	14	$38,500								14	$38,500	$38,500		
54	8" GATE VALVE AND BOX	EACH	$3,500	2	$7,000								2	$7,000	$7,000		
55	12" GATE VALVE AND BOX	EACH	$6,500	11	$71,500								11	$71,500	$38,500		
56	16" GATE VALVE AND BOX	EACH	$16,500	11	$181,500								11	$181,500	$38,500		
57	HYDRANT RISER	LIN FT	$1,000	10	$10,000								10	$10,000			
58	6" PVC WATERMAIN	LIN FT	$50	207	$10,350								207	$10,350	$10,350		
59	8" PVC WATERMAIN	LIN FT	$55	57	$3,135								57	$3,135	$3,135		
60	12" PVC WATERMAIN	LIN FT	$100	537	$53,700								537	$53,700	$29,535		
61	16" PVC WATERMAIN (C900 DR18)	LIN FT	$150	3723	$558,450								3723	$558,450	$204,765		
62	30" STEEL CASING PIPE (JACKED) - WATER MAIN	LIN FT	$2,000	140	$280,000								140	$280,000			
63	DUCTILE IRON FITTINGS	LB	$15	7619	$114,285								7619	$114,285	$40,440		
64	CASTING ASSEMBLY	EACH	$900	21	$18,900					21	$18,900	$18,900					
65	ADJUST FRAME AND RING CASTING	EACH	$600	1	$600					1.0	$600	$600					
66	CONNECT INTO EXISTING MANHOLE	EACH	$1,000	1	$1,000					1	$1,000	$1,000					
67	CONSTRUCT SANITARY SEWER MANHOLE	EACH	$2,500	21	$52,500					21.0	$52,500	$52,500					
68	CONSTRUCT SANITARY SEWER MANHOLE	LIN FT	$300	324	$97,200					324	$97,200						
69	RANDOM RIPRAP CLASS III	CU YD	$100	8	$800											8	$800
70	MAIL BOX SUPPORT	EACH	$150	2	$300	2	$300										
71	RELOCATE MAIL BOX	EACH	$100	1	$100	1.0	$100										
72	GUIDE POST TYPE B	EACH	$70	8	$560			8	$560								
73	TRAFFIC CONTROL SUPERVISOR	LS	$10,000	1	$10,000	1	$10,000										
74	TRAFFIC CONTROL	LS	$50,000	1	$50,000	1	$50,000										
75	INSTALL SIGN	EACH	$750	20	$15,000	20	$15,000										
76	SIGN	SQ FT	$65	88	$5,720	88	$5,720										
77	SIGN PANEL SPECIAL	SQ FT	$65	20	$1,300	20	$1,300										
78	CLEAN ROOT CUTTING	LIN FT	$2	983	$1,966											983	$1,966
79	EROSION CONTROL SUPERVISOR	LS	$5,000	1	$5,000											1	$5,000
80	CULVERT END CONTROLS	EACH	$150	9	$1,350											9	$1,350
81	SILT FENCE, TYPE MS	LIN FT	$3	14487	$43,461											14487	$43,461
82	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	$4	461	$1,844											461	$1,844
83	SOIL BED PREPARATION	ACRE	$200	6	$1,200											6	$1,200
84	COMMON TOPSOIL BORROW	CU YD	$35	3349	$117,215											3349.0	$117,215
85	FILTER TOPSOIL BORROW	CU YD	$55	272	$14,960											272.0	$14,960
86	FERTILIZER TYPE 4	LB	$1	713	$713											713	$713
87	RAPID STABILIZATOIN METHOD 4	SQ YD	$2	8203	$16,406											8203	$16,406
88	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	$2	8203	$16,406											8203	$16,406
89	SEEDING	ACRE	$250	6	$1,500											6	$1,500
90	HYDRAULIC REINFORCED FIBER MATRIX	LB	$2	16918	$33,836											16918	$33,836
91	MULCH MATERIAL TYPE 3	TON	$350	4	$1,400											4	$1,400
92	RAPID STABILIZATION METHOD 3	MGAL	$400	29	$11,600											29	$11,600
93	SEED SOUTHERN BOULEVARD	POUND	$6	214	$1,284											214	$1,284
94	SEED MESIC INSLOPE	LB	$10	95	$950											95.0	$950
95	SEED WET DITCH	LB	$75	10	$750											10.0	$750
96	SEED SOUTHERN TALLGRASS ROADSIDE	LB	$40	75	$3,000											75	$3,000
97	24" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	$22	12	$264	12	$264										
98	6" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR	LIN FT	$3	3702	$9,255	3702	$9,255										
	TOTAL ESTIMATED CONSTRUCTION COSTS				**$6,360,654**		**$1,689,880**		**$284,923**		**$2,447,945**	**$702,420**		**$1,537,700**	**$620,005**		**$400,207**
	Contingency		10%		$636,065		$168,988		$28,492		$244,795	$70,242		$153,770	$62,001		$40,021
	TOTAL EST. CONSTRUCTION COSTS W/ CONTINGENCY				**$6,996,720**		**$1,858,867**		**$313,415**		**$2,692,740**	**$772,662**		**$1,691,470**	**$682,006**		**$440,228**
	Engineering		6%		$381,639		$101,393		$17,095		$146,877	$42,145		$92,262	$37,200		$24,012
	Inspection		10%		$636,065		$168,988		$28,492		$244,795	$70,242		$153,770	$62,001		$40,021
	Admin		4%		$254,426		$67,595		$11,397		$97,918	$28,097		$61,508	$24,800		$16,008
	TOTAL EST. PROJECT COSTS W/ CONTINGENCY				**$8,268,850**		**$2,196,843**		**$370,400**		**$3,182,329**	*$913,146*		**$1,999,010**	*$806,007*		**$520,269**

Appendix D: Cost & Assessment Rate Worksheet

LAKEVILLE, MINNESOTA
215th Street Improvements
City Project No. 26-09
SEI FILE: T-02230

Costs & Assessment Rates

	Street Reconstruction Assessment
Total Costs	$2,196,843
Total Eligible Costs	$2,196,843
Portion of Eligible Costs Assessed	100%
Total Assessable Costs	$2,196,843
	Commercial / Office / Industrial / Mixed-Use
Total Project Front Footage	7,325 ft
Assessable Costs per Front Foot	$299.9285 / ft
Total Assessment Class Frontage (assessable & non-assessable)	7,325 ft
Total Assessment Class Assessment	
Total Assessment Class REU's (assessable & non-assessable)	
Assessment Class Assessment Rate	**$299.9285 / ft**
Total Assessable Units	7,325 ft
Total Expected Special Assessment	$2,196,843.35

	Stormwater Improvements Assessment
Total Costs	$370,400
Total Eligible Costs	$370,400
Portion of Eligible Costs Assessed	40%
Total Assessable Costs	$148,160
	Commercial / Office / Industrial / Mixed-Use
Total Project Front Footage	7,325 ft
Assessable Costs per Front Foot	$20.2278 / ft
Total Assessment Class Frontage (assessable & non-assessable)	7,325 ft
Total Assessment Class Assessment	
Total Assessment Class REU's (assessable & non-assessable)	
Assessment Class Assessment Rate	**$20.2278 / ft**
Total Assessable Units	7,325 ft
Total Expected Special Assessment	$148,159.80

	Sanitary Sewer Extension Assessment*
Total Costs	$3,182,329
Total Eligible Costs*	$913,146
Portion of Eligible Costs Assessed	100%
Total Assessable Costs	$913,146
	Commercial / Office / Industrial / Mixed-Use
Total Project Front Footage	9,144 ft
Assessable Costs per Front Foot	$99.8575 / ft
Total Assessment Class Frontage (assessable & non-assessable)	9,144 ft
Total Assessment Class Assessment	
Total Assessment Class REU's (assessable & non-assessable)	
Assessment Class Assessment Rate	**$99.8575 / ft**
Total Assessable Units	8,829 ft
Total Expected Special Assessment	$881,616.79

* Council may elect to pro-rate new sewer main costs based on 8" pipe & standard 8' depth

	Water Main Extension Assessment**
Total Costs	$1,999,010
Total Eligible Costs**	$806,007
Portion of Eligible Costs Assessed	100%
Total Assessable Costs	$806,007
	Commercial / Office / Industrial / Mixed-Use
Total Project Front Footage	7,029 ft
Assessable Costs per Front Foot	$114.6670 / ft
Total Assessment Class Frontage (assessable & non-assessable)	7,029 ft
Total Assessment Class Assessment	
Total Assessment Class REU's (assessable & non-assessable)	
Assessment Class Assessment Rate	**$114.6670 / ft**
Total Assessable Units	7,029 ft
Total Expected Special Assessment	$806,006.50

** Council may elect to pro-rate new water main costs based on 8" pipe

Appendix E: Preliminary Assessment Roll

Preliminary Assessment Roll
215th Street Paving & Utility Extension

Type	Zoning	Commercial / Industrial / Office / Mixed Use (C/I/O/MU)
Street Reconstruction Assessment		$299.9285 / ft
Stormwater Improvements Assessment		$20.2278 / ft
Sanitary Sewer Extension Assessment*		$99.8575 / ft
Water Main Extension Assessment*		$114.6670 / ft

* Council may elect to pro-rate new sewer main costs based on 8" pipe & standard 8' depth

** Council may elect to pro-rate new water main costs based on 8" pipe

P.I.N	Property Address	Owner Name	Owner Address	Street Assessment					Stormwater Improvements Assessment					Sanitary Sewer Extension Assessment*					Water Main Extension Assessment**					Total Assessment
				Class	Frontage	REU	Rate	Assessment	Class	Frontage	REU	Rate	Assessment	Class	Frontage	REU	Rate	Assessment	Class	Frontage	REU	Rate	Assessment	
220360025015		B & S PROPERTY HOLDINGS LLC	1754 NORTH 1770 E MAPLETON UT 84664	C		0	$299.93	$0.00	C		0	$20.23	$0.00	C	877	0	$99.86	$87,571.07	C		0	$114.67	$0.00	$87,571.07
220360007013	10831 215TH ST W	DB REALTY LLC	10831 215TH ST W LAKEVILLE MN 55044	OP	330 ft	0	$299.93	$99,082.59	OP	330 ft	0	$20.23	$6,682.34	OP	330 ft	0	$99.86	$32,952.59	OP	330 ft	0	$114.67	$37,839.65	$176,557.17
220360006018	10831 215TH ST W	DUNHAM LAND LLC	10831 215TH ST WAY LAKEVILLE MN 55044	OP	1,964 ft	0	$299.93	$588,925.27	OP	1,964 ft	0	$20.23	$39,718.38	OP	1,964 ft	0	$99.86	$196,075.28	OP	1,964 ft	0	$114.67	$225,154.39	$1,049,873.32
220360076010		DUNHAM LAND LLC	10831 215TH ST W LAKEVILLE MN 55044	I	1,286 ft	0	$299.93	$385,805.27	I	1,286 ft	0	$20.23	$26,019.53	I	1,287 ft	0	$99.86	$128,471.72	I	1,287 ft	0	$114.67	$147,524.83	$687,821.36
224446600010	10655 215th St W	LAKEVILLE IND ACREAGE PTNSHP	994 REDWOOD DR APPLE VALLEY MN 55124	OP	1,072 ft	0	$299.93	$321,640.36	OP	1,072 ft	0	$20.23	$21,692.11	OP	1,099 ft	0	$99.86	$109,713.48	OP	935 ft	0	$114.67	$107,213.65	$560,259.60
220360054015	11356 215TH ST W	LN REAL ESTATE LLC	801 2ND AVE STE 1300 SEATTLE WA 98104	I		0	$299.93	$0.00	I		0	$20.23	$0.00	I	775 ft	0	$99.86	$77,389.50	I		0	$114.67	$0.00	$77,389.50
220360006014	11285 215TH ST W	NORTHERN NATURAL GAS CO	PO BOX 3330 OMAHA NE 68103	OP	299 ft	0	$299.93	$89,588.65	OP	299 ft	0	$20.23	$6,042.05	OP		0	$99.86	$0.00	OP	325 ft	0	$114.67	$37,270.22	$132,900.92
220360075013		OLAM HOLDINGS I LLC	268 BUSH ST STE 49 SAN FRANCISCO CA 94104	OP	1,144 ft	0	$299.93	$343,028.27	OP	1,144 ft	0	$20.23	$23,134.56	OP	1,099 ft	0	$99.86	$109,713.48	OP	935 ft	0	$114.67	$107,213.65	$583,089.95
220360050012	11120 215TH ST W	SALVAGE LLC	11250 215TH ST W LAKEVILLE MN 55044	I	507 ft	0	$299.93	$152,143.55	I	507 ft	0	$20.23	$10,260.89	I	507 ft	0	$99.86	$50,626.78	I	507 ft	0	$114.67	$58,135.02	$271,166.23
220360051010	11250 215TH ST W	SALVAGE LLC	11250 215TH ST W LAKEVILLE MN 55044	I	722 ft	0	$299.93	$216,629.38	I	722 ft	0	$20.23	$14,609.95	I	727 ft	0	$99.86	$72,626.39	I	747 ft	0	$114.67	$85,655.10	$389,520.82
220360025016		UNITED CHRISTIAN ACADEMY FOUNDATION	4300 98TH ST W BLOOMINGTON MN 55437	C		0	$299.93	$0.00	C		0	$20.23	$0.00	C	165 ft	0	$99.86	$16,476.49	C		0	$114.67	$0.00	$16,476.49
Total Expected Special Assessment =					7,325	0		**$2,196,843.35**		7,325	0		**$148,159.80**		8,829	0		**$881,616.79**		7,029	0		**$806,006.50**	**$4,032,626.44**

Appendix F: City of Lakeville Special Assessment Policy § 5.12

SPECIAL ASSESSMENT POLICY RELATING TO THE RECONSTRUCTION OF ROADWAYS AND UTILITY IMPROVEMENTS

Policy 5.12

1) PURPOSE

a. Establish a special assessment policy for public improvements such as local roadways, collector roadways, storm water, water system, and sanitary sewer system. The City of Lakeville, Minnesota finds that it is in the best interest of the City to outline the policy and procedures for calculating the special assessments to benefitting properties using the 429 Special Assessment Process.

b. The policy shall apply to the reconstruction of roadways with existing paved surfaces, gravel roads, and City utilities.

2) OBJECTIVE

a. The City currently utilizes the 429 Special Assessment Process to fund a portion of the costs associated with the public improvements. This policy is intended to:

   i. Define the share of improvement costs to be specially assessed to benefiting properties.

   ii. Identify the method(s) for calculating the assessments.

   iii. Identify the improvement types for which special assessments will be levied.

   iv. Identify the assessment period for the specified improvement type.

3) GENERAL

a. Minnesota Statutes Chapter 429 gives cities the authority to levy special assessments for public improvement projects to the benefitting property owners.

4) IMPROVEMENT COSTS TO BE SPECIALLY ASSESSED TO BENEFITTED PROPERTIES

a. It is the policy of the City to special assesses benefiting property for street reconstruction in neighborhoods where the majority of the streets have deteriorated to the extent, based on the pavement condition rating, whereby it is no longer cost effective to provide routine maintenance.

b. The special assessments will not be in excess of the benefit to the property.

c. Benefited properties shall be assessed 40% of the project costs, as calculated using the contract bid prices for the project.

d. For the purposes of street reconstruction, the project costs will include the cost of replacing or repairing concrete curb and gutter. In those cases where bituminous curbing is replaced with concrete curb and gutter, or where curb and gutter did not

previously exist, the additional benefit will be assessed. The cost to be assessed shall be 100% of the cost of installing the concrete curb and gutter. This cost will be assessed on either a front foot or per lot basis.

e. In areas where no storm sewer, watermain, or sanitary sewer currently exists, the addition of city utilities will be considered an additional benefit and shall be assessed at 100% of the cost on either a front foot or per lot basis.

f. Project cost includes both direct construction costs and all indirect costs such as engineering, financing, and administration.

g. Assessments for properties guided or zoned for single-family use shall be made on a per parcel (unit) basis. A property may be assessed for more than one unit in cases where the property could be reasonably further subdivided in accordance with current zoning and subdivision requirement.

h. The City recognizes that various housing types typically do not carry the same number of persons (due to their respective densities) or generate the same amount of wear on the streets. Therefore, the following table outlines the cost allocation to be assessed per project:

Land use	**Factor**
Single family and detached townhomes	1.00
Duplexes	0.50
Townhomes	0.50
Apartments	0.25

i. Along major collector and arterial roadways, the Single-Family Unit Rate shall be prorated to reflect the City's typical 32-foot local street section.

j. Properties or areas of property that have been determined to be unbuildable shall be excluded from assessments.

k. Senior Citizens, Disabled People, and Military Special Assessments Deferrals are available in accordance with City policy (see section 6). Other deferrals may be available as authorized by State Statute, Section 429.

l. City will **not** specially assess the cost of routine maintenance such as mill and overlays, sealcoating, surface sealing, crack sealing, or minor patching. The Council may specially assess for a mill and overlay project as provided for other street reconstruction projects in cases where the Council determines that properties receive a special benefit.

m. Commercial and Industrial

   i. The method for calculating the special assessments for commercial and industrial properties shall be on a front foot basis unless it is otherwise determined by the City Council.

   ii. The front foot unit assessment rate will be based on the average cost per foot of assessable roadway improvements.

   iii. Institutional and Public Properties Assessments shall be calculated on a front foot basis unless it is otherwise determined by the City Council.

n. Mixed Use Areas

i. Assessments shall be calculated on a front foot basis unless it is otherwise determined by the City Council.

o. Agricultural land. Agricultural properties, regardless of the number of individual tax parcels, shall be assessed residential units commensurate with the number of users for the agricultural land (i.e. If there is one residential building structure for multiple adjacent agricultural tax parcels under the same ownership, only one residential unit assessment shall be levied, and it shall be levied against the parcel containing the building structure.

5) SPECIAL ASSESSMENT TERMS

As established by the City Council but typically:

a. Residential –

i. The term is determined by the amount of the assessment according to the tiered structures illustrated below. For residential projects where there are mixed residential land uses the single-family rate will determine the term of the assessment.

Residential Terms	
Term in Years (Max)	Assessment Amount
5	$0-$2,500
10	$2,501-$5,000
15	$5,001-$7,500
20	$7,501+

b. Commercial –

i. Commercial special assessments will be based on the term established for residential (single-family) properties for projects within the same year.

ii. If the aggregate assessments for a specific commercial business exceed $50,000, the commercial property owner can request that the term of the assessments is extended by 50%.

iii. An assessment term will not exceed 20 years, when considering any term extension requests for commercial properties.

iv. Commercial term extension requests must be in writing and received at or before the public hearing held to adopt the special assessments.

6) DEFERMENT OF SPECIAL ASSESSMENTS – SENIOR CITIZENS, DISABLED AND MILITARY

a. Purpose

i. The City Council finds that there is a need to establish a procedure permitting deferment of special assessments pursuant to Minn. Stat. §435.193-435.195 in

cases where payment thereof would create a hardship for qualifying homeowners.

b. Definitions

   i. Permanent Total Disability. As defined by Minnesota Statutes 176.101, Subd. 5. i)

      1. Hardship. A hardship exists when one of the following conditions exists: (1) Annual Household Income is less than Poverty Guidelines as established by the US Department of Health and Human Services.

   ii. Household Income. Household income includes the income of all owners of the property.

      1. Adjusted Gross Income as reported on the individual's Federal income tax return is considered household income for City purposes.

c. Eligibility All the following criteria must be met in order to be eligible for deferment:

   i. The property must be homesteaded.

   ii. The applicant must be the fee owner, contract vendee, or trustee of the property.

   iii. The applicant must occupy the property as the applicant's principal place of residence.

   iv. Annual household income is less than Poverty Guidelines as established by the US Department of Health and Human Services and one of the following criteria must be met:

      1. A person 65 years of age or older or retired by virtue of a permanent and total disability.

      2. A person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in Minn. Stat. §190.05, Subd. 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make the payments.

d. Application Process

   i. The applicant must apply for the initial deferment not later than 90 days after the assessment is adopted by the City Council.

   ii. Applications for deferment of a special assessment must be submitted on or before September 30 of each year in order to continue the deferment.

   iii. The Finance Director or designee is responsible for reviewing applications and providing to the City Council a list of applicants for approval or denial of deferments.

e. Evidence of Eligibility

   i. Senior Citizen

      1. Driver's license or other valid ID.

ii. Permanent Total Disability

1. Letter of Determination.

iii. Military.

1. Military orders.

iv. Income verification includes total Household Income, as evidenced by

1. Adjusted gross income as reported on the applicant's Federal income tax return

f. Appeal Process

i. Homeowners may appeal the Denial of a deferment if written appeal is filed with the City Clerk within 30 days of receipt of the Denial.

ii. Homeowners will be provided the opportunity to present their appeal to the City Council at the next regular City Council meeting.

g. Interest

i. During the period of deferral, simple interest will accrue for the term of the special assessment on any deferred principal at the rate established on the original special assessment.

h. Termination of Deferment

i. It shall be the duty of the applicant to notify the City Clerk of any change in the applicant's status that would affect eligibility for deferment.

ii. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any one of the following events:

1. the death of the owner, provided that the spouse is otherwise not eligible for the benefits hereunder;

2. the sale, transfer, or subdivision of all or any part of the property;

3. loss of homestead status on the property; iv) property owner ceases to meet the requirements of Minnesota Statutes §190.05, Subd. 5b or 5c; v) if for any reason the City Council shall determine that here would be no hardship;

4. failure by the owner or a representative of the owner to file a renewal application prior to the September 30 deadline;

5. at the request of the property owner.

iii. If the deferment is terminated, the property owner must pay the deferment, including both principal and accrued interest, prior to December 1. If not paid, the amount will be certified with interest to the Dakota County Auditor to be collected with the subsequent year's taxes.

7) EFFECTIVE DATE The effective date of this policy is as of September 20, 2021.

Appendix G: Geotechnical Report

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Subconsultant report follows:

BRAUN INTERTEC

the science you build on

Geotechnical Evaluation Report

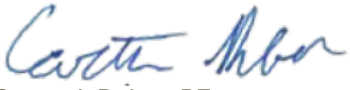
215th Street Reconstruction

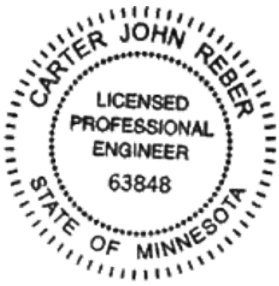
CSAH 70 (Juniper Way) to I-35
Lakeville, Minnesota

Prepared for

Stonebrooke Engineering, Inc

Professional 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 Professional Engineer under the laws of the State of Minnesota.





Carter J. Reber, PE
Project Engineer
License Number: 63848
July 29, 2026

Braun Intertec Corporation

Project 10007904_001

July 29, 2026 Project 10007904_001

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

Re: Geotechnical Evaluation
215th Street Reconstruction
CSAH 70 (Juniper Way) to I-35
Lakeville, Minnesota

Dear Mr. Kaemmer:

We are pleased to present this geotechnical evaluation report for the City of Lakeville 215th Street Reconstruction project.

Thank you for making Braun Intertec Corporation (Braun Intertec) your geotechnical consultant for this project. If you have questions about this report, or if there are other services that we can provide in support of our work to date, please contact Carter Reber at 507.298.0548 or creber@braunintertec.com.

Sincerely,
Braun Intertec Corporation

Carter J. Reber, PE
Project Engineer

Kevin S. Zalec, PE
Senior Manager, Senior Engineer

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1.0 Introduction

1.1 Project Description

This geotechnical evaluation report addresses the proposed design and reconstruction of 215th Street from CSAH 70 to Kenrick Avenue. The project includes the conversion of approximately 3,800 feet of aggregate surfacing to bituminous pavement. Additionally, this project will include new water and sanitary utilities. The utilities will be constructed by means of open cut excavations and trenchless installation methods (directional drilling) to aid in the placement of utilities under the I-35 corridor, Kenrick Avenue, and the existing Northern Natural Gas utility.

Table 1-1 provides project details and Figure 1-1 illustrates the project alignment.

Table 1-1. Project Description

Project Component	Description	Source
Pavement surface type(s)	Bituminous	Based on discussions with Stonebrooke Engineering, Inc. (Stonebrooke)
Pavement loads	About 150,000 Bituminous ESALs*	Estimated from Average Daily Traffic (ADT) provided by Stonebrooke using the MnDOT State Aid ESAL Forecast Calculator
Grade change	Less than 1 foot	Based on discussions with Stonebrooke
Utilities	Utility replacement at approximate depths of 12 to 17 feet	Based on discussions with Stonebrooke
Stormwater BMPs	Two shallow stormwater BMPs near the eastern portion of the site on each side of the roadway	Based on discussions with Stonebrooke

*Equivalent 18,000-lb single axle loads based on 20-year design. See attachment to this report for calculation.

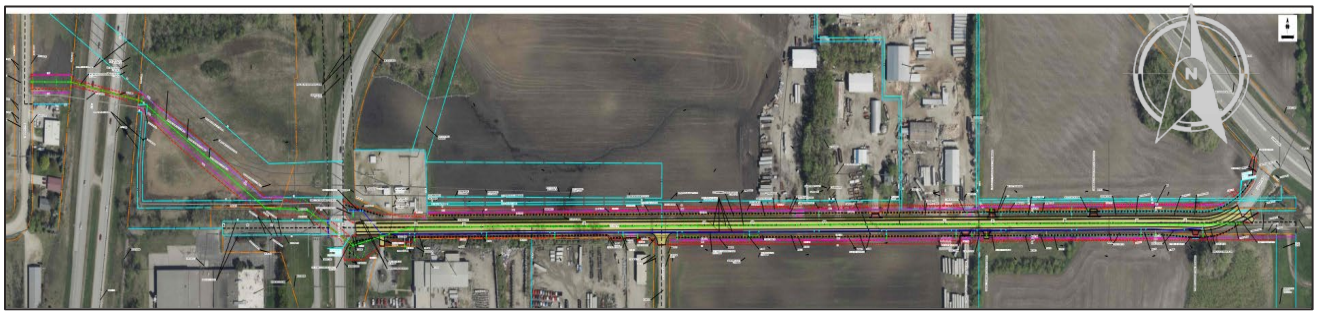

Figure 1-1. Site Layout
Aerial Photograph provided by Stonebrooke.

We have described our understanding of the proposed construction and site to the extent others reported it to us. Depending on the extent of available information, we may have made assumptions based on our experience with similar projects. If we have not correctly recorded or interpreted the project details, the project team should notify us. New or changed information could require additional evaluation, analyses and/or recommendations.

1.2 Project Area Conditions and History

Currently, 215th Street from CSAH 70 (Juniper Way) to Kenrick Avenue exists as a gravel roadway. The roadway currently serves industrial facilities along the alignment. The roughly 34-foot-wide roadway spans a total length of about 3,900 feet from the two roadway connectors.

Based on historical aerial imagery, it appears the proposed utility alignment has largely been used for agricultural purposes with the addition of I-35 in the late 1950s to 1960s. As depicted in Figure 1-2, it appears earthwork operations were performed through the alignment in 2015.

Figure 1-2. Project Alignment Historical Imagery 2015
Aerial Photograph provided by Google Earth.

Current grades at our boring locations along the roadway range from about 1026 1/2 feet near Boring ST-12 to about 1084 1/2 feet near Boring ST-7. Current grades at our boring locations along the proposed utility alignment, away from the proposed roadway, range from about 1070 1/2 to 1092 1/2 near Borings ST-6 and ST-1, respectively. Generally, the site is sloping downward, from west to east across the site.

1.3 Purpose

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

1.4 Background Information and Reference Documents

We reviewed the following information:

- Geologic Maps entitled C-57 Geologic Atlas of Dakota County, Plate 3 Surficial Geology, prepared by the Minnesota Geological Survey and dated 2023. The maps were used to aid in determination of the depositional origin of the near surface soils.
- Historical aerial photographs publicly available from Google Earth.
- Historical aerial photographs via Minnesota Historical Aerial Photographs Online (MHAPO) from 1937, accessed via https://apps.lib.umn.edu/mhapo/.
- Communications with Stonebrooke regarding various design features regarding the roadway and utility alignment.

1.5 Scope of Services

We performed our scope of services for the project in accordance with our Proposal 10007904_001 to Stonebrooke, dated October 24, 2025, and authorized on February 12, 2026. After project authorization, we were requested to perform additional soils investigation due to change in utility alignment under Change Order 1 dated May 5, 2026. The following list describes the geotechnical tasks completed in accordance with our authorized scope of services.

- Reviewing the background information and reference documents previously cited.
- Staking and coordination of clearing the exploration location of underground utilities. Braun Intertec selected and staked the exploration locations. We acquired surface elevations and locations with GPS technology using the State of Minnesota's permanent GPS base station network. The Soil Boring Location Sketch included in the Appendix shows the approximate locations of the borings.
- Performing 18 standard penetration test (SPT) borings, denoted as ST-1 to ST-18, to nominal depths of 10 to 24 1/2 feet below existing grade across the site.
- Performing two pavement cores and shallow hand auger borings near Borings ST-7 and ST-12 through the existing bituminous pavements at each end of the roadway alignment.
- Performing laboratory testing on select samples to aid in soil classification and engineering analysis.

- Preparing this report containing a boring location sketch, logs of soil borings, a summary of the soils encountered, results of laboratory tests, and recommendations for utility and pavement subgrade preparation, and pavement thickness and design.

We performed this geotechnical evaluation concurrently with a Phase I Environmental Assessment (ESA) which we will submit separately. The project team should review the Phase I ESA report in conjunction with this geotechnical evaluation report to understand both the geotechnical and environmental aspects of the site and how they may impact one another.

2.0 Results

2.1 Geologic Overview

A review of the Dakota County Surficial Geologic Atlas indicates the project area is generally underlain by a combination of coarse grained glacial till and outwash deposits. This combination of glacial soils are commonly intermixed between layers resulting from glacial advances and retreats. In addition, glacial soils commonly have variable amounts of gravels and cobbles throughout the strata.

We based the geologic origins used in this report on the soil types, in-situ and laboratory testing, and available common knowledge of the geological history of the site. Because of the complex depositional history, geologic origins can be difficult to ascertain. We did not perform a detailed investigation of the geologic history of the site.

2.2 Pavement Core Results

We performed pavement cores near borings ST-7 and ST-12 to estimate existing pavement thicknesses at each end of the roadway alignment. Shallow hand auger borings were also performed at the core locations.

A complete summary of average core measurements is provided in Table 2-1. Photographs of the pavement cores are provided in the Appendix.

Table 2-1. Core and Hand Auger Boring Pavement Thickness Summary

Core/Boring	Intersection Location	Thickness (inches)			Core Notes
		Bituminous (core)	Probable Aggregate Base (boring)	Total	
ST-7	Kenrick Avenue	3 1/2	16 1/2	20	Low severity stripping in bottom inch
ST-12	Juniper Way	4 1/2	7 1/2	9	Good condition

As noted in the table above, pavement core near Boring ST-7 had low severity stripping. When present, stripping represents deterioration of the asphalt/aggregate bond in bituminous pavement due to the presence of moisture. Stripping often begins at the bottom of the bituminous layer, where it may be in contact with saturated aggregate base material or soil, and proceeds upward.

Low severity stripping is common in bituminous pavements over time. However, pavement cores that have experienced medium to severe degrees of stripping are typically not considered for rehabilitation such as mill-and-overlay damaged portions of the pavement are left in place. If an existing pavement is cracked or provides inadequate structural support, these defects will often reflect through even the best-constructed overlay and cause premature pavement failure in the form of cracks and deformations.

2.3 Boring Results

The table below provides a summary of apparent aggregate surfacing thicknesses from our investigation.

Table 2-2. Gravel Surfacing Section Summary

Roadway	Location	Apparent Aggregate Surface Thickness (inches)
215th Street	ST-8	10
	ST-9	3
	ST-10	2
	ST-11	8

The table below provides a summary of the soil boring results from our investigation; in the general order we encountered the strata. Please refer to the Log of Boring sheets in the Appendix for additional details. The Descriptive Terminology sheet in the Appendix includes definitions of abbreviations used in the table below.

For simplicity, we define fill to mean existing, uncontrolled or undocumented fill.

Table 2-3. Subsurface Profile Summary

Strata	Soil/Rock Type -ASTM Classification	Range of N-Values	Commentary and Details
Pavement section	---	---	▪ Refer to Table 2-1 and Table 2-2 for pavement summaries
Topsoil fill	SM, SC, CL	---	▪ Encountered at the surface of borings ST-1 through ST-6. ▪ Thicknesses at boring locations varied from about 3 inches to 2 feet. ▪ Moisture conditions were generally moist.

Strata	Soil/Rock Type -ASTM Classification	Range of N-Values	Commentary and Details
Fill	SP-SM, SM, CL, ML	WOH to 50 blows per 6 inches	▪ Encountered below the pavement or topsoil at each boring except ST-3, ST-5, ST-6, ST-13, ST-14, and ST-15 extending to depths ranging from about 2 to 10 feet below existing grade. ▪ The fill layers encountered in Borings ST-4, ST-8, ST-10, ST-11 were noted as slightly organic at depths ranging from 4 1/2 to 7 feet. ▪ In general, N-values range from 5 to 18 feet where standard penetration tests were performed in the fill soils. ▪ Existing fill contained variable amounts of gravel throughout. ▪ Moisture conditions were generally moist.
Alluvium	CL	2 to 6	▪ Encountered in Borings ST-6 and ST-9. ▪ Consistency of the soils encountered range from soft to medium. ▪ Encountered directly below the topsoil and where minimal fill soils where encountered. ▪ Moisture conditions were generally moist.
Glacial deposits	SP, SP-SM, SM	3 to 50 blows per 6 inches	▪ Intermixed layers of glacial outwash and till. ▪ In general, relative density of granular soils range from loose to medium dense soils. ▪ General consistency of cohesive soils ranged from soft near the surficial soils to very stiff at depth. ▪ Variable amounts of gravel; has the potential to contain cobbles and boulders. ▪ Moisture conditions generally moist.
	SC, CL	3 to 38	

2.4 Groundwater

The table below summarizes the depths where we observed groundwater during drilling operations; the attached Log of Boring sheets in the Appendix also include this information and additional details. Please note, these measurements are based on a limited observation period and should be considered approximate.

Table 2-4. Groundwater Summary

Location	Ground Surface Elevation (feet)	Estimated Depth to Groundwater (feet)	Corresponding Groundwater Elevation (nearest 1/2 feet)
ST-1	1092.4	13	1079 1/2
ST-2	1086.1	8	1078
ST-4	1079	10	1069
ST-6	1062.5	5	1057 1/2
ST-12	1026.8	7	1020
ST-16	1058.7	20	1038 1/2
ST-17	1032.2	6	1026
ST-18	1030.4	6	1024 1/2

At the time of our observations, the groundwater surface appeared to be between 5 to 20 feet below existing grades, corresponding to elevations ranging from about 1020 to 1079 1/2 feet. Given the varying groundwater elevations as well as the layered soil strata the site is susceptible to perched water conditions. Many of the borings did not encounter groundwater before reaching their termination depth. If the project team identifies a need for more accurate determination of groundwater depth, we can install piezometers. Project planning should expect groundwater to fluctuate seasonally and annually.

2.5 Laboratory Test Results

The boring logs in show the results of our laboratory testing we performed, next to the tested sample depth. Tests were performed in general conformance with ASTM Standards. A summary of the tests performed along with their results are listed below. The Appendix includes graphical representations of the sieve analysis and sieve-hydrometer test results.

Table 2-5. Laboratory Test Summary

Laboratory Test	Range of Results	Comments
Moisture content (MC) tests, % (per ASTM D2216)	Granular Soils: 3 to 15 Cohesive Soils: 11 to 26 Slightly Organic Soils: 23 to 30	Generally near to wet of optimum moisture content.
Organic content (OC) tests, % (per ASTM D2974)	2 to 5	Considered slightly organic per MnDOT Grading and Base Manual.
Percent of particles passing the #200 Sieve, % (per ASTM D1140))	5 to 90	Classifications: SP-SM, SC, ML, CL

Additionally, full gradation testing was performed on selected samples of apparent aggregate surfacing obtained during our borings through the aggregate surfacing as well as near proposed stormwater BMP locations. The complete gradation test results are included in the Appendix are summarized in Table 2-6.

Table 2-6. Laboratory Classification Test Results –

Location	Classification	Depth (feet)	Percent Passing a #200 Sieve (%)
ST-8	Silty sand with gravel	Aggregate Surfacing	22
ST-11	Silty sand with gravel	Aggregate Surfacing	32
ST-17	Silty sand	7	20
ST-18	Poorly graded sand with gravel	7	4

3.0 Recommendations

At the time of this report, the recommendations provided herein are based on the plans and information provided to us. As the project progresses into final design, elements of the project may be adjusted and as such, our recommendations should be revisited and may require revision. Additional geotechnical investigation and analyses will be required as part of final design.

Unless otherwise specified, all references to the MnDOT Specification in this report refer to MnDOT's Standard Specification for Construction, 2025 edition.

3.1 Design and Construction Discussion

3.1.1 Introduction

Based on conversations with Stonebrooke, we understand the project will include the reconstruction of 215th street from Kenrick Avenue to Juniper Way. In addition, we understand the project will include a new water and sanitary utility system extending from 215th Street across I-35 to the west as depicted in Figure 1-1. We anticipate the project team to utilize open cut utility installation methods for the majority of the alignment; however, the project team intends to utilize directional drilling methods at the Kenrick Avenue and I-35 crossings, as well as Northern Natural Gas utilities east of Kaparia Avenue.

3.1.2 Interpretation of the Borings

As discussed in Section 1.5, the utility alignments were amended requiring additional soil data collection. With the change in alignment, recommendations discussed here on in this report exclude the soils information encountered in Borings ST-3, ST-4, ST-5, and ST-6. These borings are included in the Appendix of this report for informational purposes and are not considered in the following recommendations.

3.1.3 Trenchless Pipe Installation

We anticipate utilities crossing roadways will be installed with trenchless methods. A series of jacking and receiving pits will be utilized along the alignment to facilitate installation. While jacking pits could be constructed using traditional excavation techniques, we anticipate pits near roadways, existing utilities, or existing structures will likely require temporary excavation support, consisting of trench boxes, or in other cases sheet piling with internal bracing.

Localized soil corrections and dewatering may be needed to provide a stable working platform and facilitate construction in the jacking and receiving pits locations.

3.1.4 Reuse of On-Site Soils

Much of the existing fill and native soils encountered in the borings appear suitable for reuse as engineered fill, although some moisture conditioning and removal of localized unsuitable materials may be required.

Soils with organic contents of greater than 5 percent by weight should not be reused as engineered fill anywhere on the project. Some of the slightly organic soils (organic contents ranging from 2 to 5 percent) may be reused, however should be excluded in the upper 3 feet of pavement subgrades. Organic soils were generally not encountered in our borings except for organic layering within Boring ST-8. Slightly organic soils were encountered near the anticipated subgrade elevation, or within the upper 3 feet, in Borings ST-10 and ST-11. Due to the range of organic and slightly organic material, project planning should anticipate some corrections to be required. Organic soils, if encountered, can be stockpiled for use as a component in topsoil dressing, side slopes or in other areas where loads are not supported. Any materials to be reused as engineered fill should be tested and approved by the engineer prior to reuse.

3.1.5 Disturbance of Existing Utility Lines

The project team should be aware of existing utilities such as water, phone, cable, fiber, electrical, and gas withing the roadway area. Care should be used to avoid disturbance of the soils supporting these existing utilities or impacting the utilities themselves during pavement removals, reconstruction, excavation, and new utility installation.

3.1.6 Construction Disturbance

The on-site silty and clayey soils are highly susceptible to disturbance due to repeated construction traffic. Disturbance of these soils may cause areas that were previously prepared, or that were suitable for pavement or structure support, to become unstable and require moisture conditioning and compaction. Subcutting and replacing the disturbed material with crushed, coarse gravel, free of fines is also an alternative. The contractor should use means and methods to limit disturbance of the soils.

3.1.7 Groundwater Control

Groundwater is anticipated to be encountered in excavations. When groundwater is encountered, we recommend removing the groundwater from the excavations to facilitate proper fill placement and compaction of backfill.

Sumps and pumps would likely be suitable for short-term groundwater control in shallow excavations or trenches near or slightly below groundwater levels or within excavations terminating in clayey soils. For excavations further below observed groundwater levels or where sandy soils are encountered, the excavations would likely require more extensive dewatering methods, such as well points, and the contractor should provide a dewatering plan for review.

3.1.8 Reuse of Pavement Materials

Based on the laboratory testing, the existing aggregate surfacing material appears to have fine-contents (soil particles passing the #200 sieve) ranging from 22 to 32 percent. From a geotechnical standpoint, these aggregates soils are not recommended to be used as an aggregate base material for the pavement reconstruction, however they are acceptable to be used as engineered fill as discussed in Section 3.2.6.

3.2 Site Grading and Subgrade Preparation

3.2.1 Removals

We recommend removing unsuitable soils consisting of topsoil, vegetation, existing structures, pavements, and aggregate base from the pavement reconstruction and their associated oversize areas. We also recommend removing silts or slightly organic soils within 3 feet of the top of pavement subbase section. Based on the borings, typical soil correction depths along the majority of the existing roadway will be about 2 feet, although excavations may need to extend deeper to place the proposed sand subbase for the roadway. Additionally, excavations to depths of up to 4 1/2 feet near Borings ST-10 and ST-11 to remove unsuitable soils.

3.2.2 Subgrade Preparation

We recommend the following steps for pavement subgrade preparation, understanding minimal grade changes will occur within the existing roadway.

1. Once removals are performed as recommended in Section 3.2.1 have a geotechnical representative observe the excavated subgrade to evaluate if additional subgrade improvements are necessary. Based on the soil borings, we anticipate soil stabilization may be required near Boring ST-9. We recommend project planning assume a contingency to place about 1 foot of clear crushed aggregate near these soft areas.
2. Scarify, moisture condition and surface compact the exposed subgrade.
3. Test roll the pavement subgrades prior to placement of fill or pavement materials as described in Section 3.2.5.
4. Correct any areas that yield or rut in excess of project requirements.
5. In accordance with Section 3.2.6, place compacted fill to the bottom of the pavement section.

3.2.3 Excavation Oversizing

When removing unsuitable materials below pavements, we recommend the excavation extend outward and downward at a slope of 1H:1V (horizontal:vertical) or flatter. A diagram illustrating the recommended excavation geometry is shown in Figure 3-1.

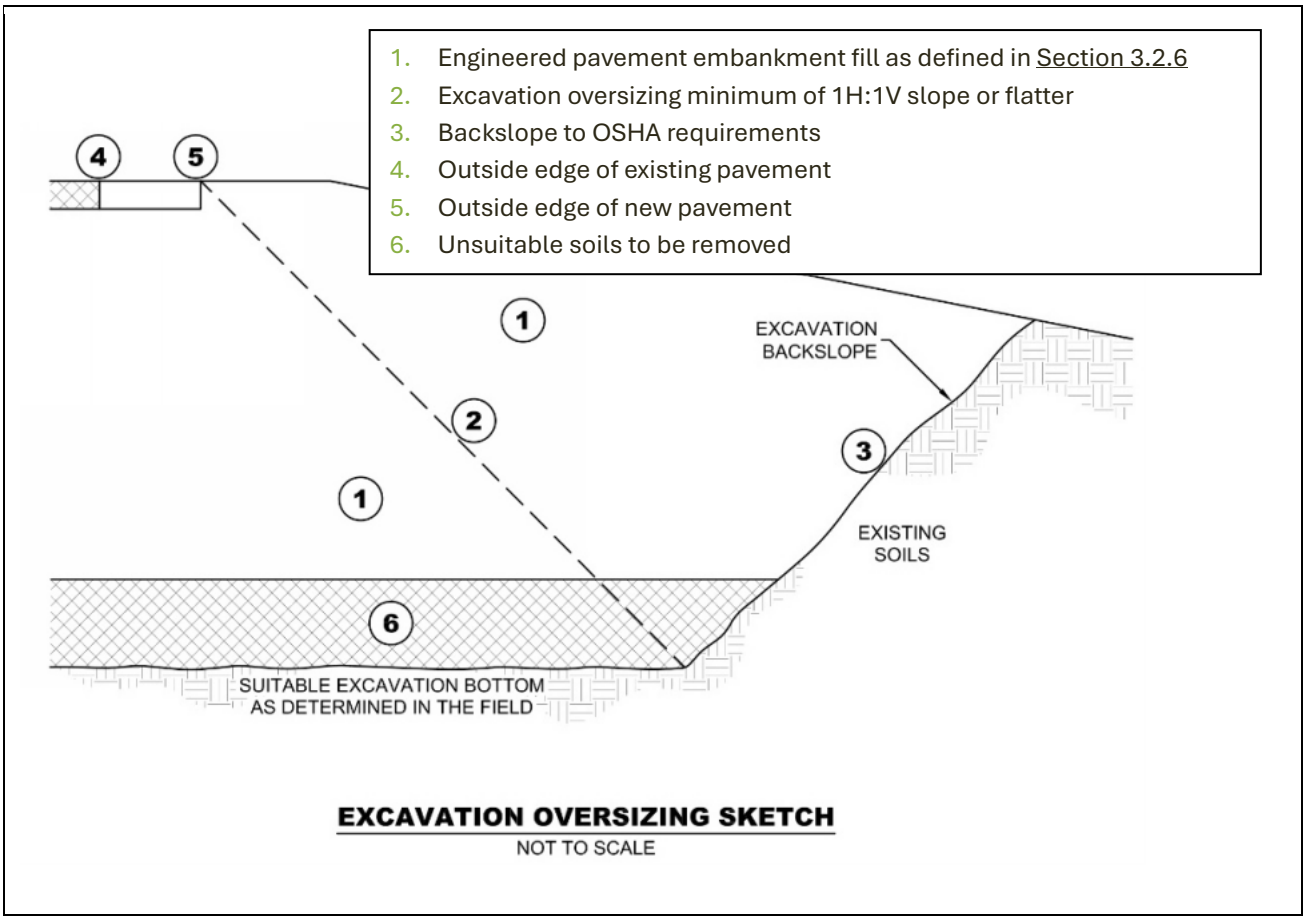

Figure 3-1. Illustration of Excavation Oversizing Recommendations

3.2.4 Excavated Slopes

Based on the borings, we anticipate on-site soils in excavations will consist of a mix of lean clay, silty sand or poorly graded sand with silt fill. These soils are typically considered Type B to C Soil under OSHA (Occupational Safety and Health Administration) guidelines. OSHA guidelines indicate unsupported excavations in Type B soils should have a gradient no steeper than 1H:1V, and no steeper than 1.5:1V in Type C soils. Slopes constructed in this manner may still exhibit surface sloughing. OSHA requires an engineer to evaluate slopes or excavations over 20 feet in depth.

An OSHA-approved qualified person should review the soil classification in the field. Excavations must comply with the requirements of OSHA 29 CFR, Part 1926, Subpart P, “Excavations and Trenches.” This document states excavation safety is the responsibility of the contractor. The project specifications should reference these OSHA requirements.

Excavation safety is the responsibility of the contractor.

3.2.5 Pavement Subgrade Test Roll

After preparing the subgrade as described above and prior to the placement of the sand subbase or aggregate base, we recommend test rolling the subgrade soils with a fully loaded tandem-axle truck. We also recommend having a geotechnical representative observe the test roll. Areas that fail the test roll likely indicate soft or weak soils that will require additional correction work to support pavements.

The contractor should correct areas that fail to meet the test roll acceptance criteria. Possible options for subgrade correction include moisture conditioning and recompaction, subcutting and replacement with soil or crushed aggregate, and/or geotextiles. We recommend performing a second test roll after the aggregate base material is in place, and prior to placing bituminous pavement.

We recommend performing test rolls in accordance with MnDOT Specification 2111.

3.2.6 Engineered Fill Materials and Compaction

Table 3-1 contains our recommendations for engineered fill materials and compaction specifications.

Table 3-1. Recommended Fill and Compaction Specifications*

Material	Material Specification	Compaction Specification
Pavement subbase fill	Select Granular Material MnDOT Table 3149.2-1	MnDOT 2106.3.G.1
Subgrade fill Utility Trench Backfill	Common Embankment MnDOT 2106.2.B.1	MnDOT 2106.3.G.1
Below landscaped surfaces, where subsidence is not a concern	Non-Structural Embankment MnDOT 2106.2.B.8	MnDOT 2106.3.G.2

*More select soils comprised of coarse sands with < 5% passing #200 sieve such as MnDOT 3149.2G Fine Filter Aggregate may be needed to accommodate work occurring in periods of wet or freezing weather.

In areas of widening, to the extent possible, we recommend matching the existing soil in the upper 5 feet of roadway with soils of a similar classification, moisture content, and performance characteristics. Do not place non-granular backfill adjacent to in-place granular soils.

We recommend placing engineered fill in accordance with MnDOT Specification 2106. We recommend compacting engineered fill in accordance with the MnDOT specifications listed in Table 3-1 above. The project documents should specify relative compaction of engineered fill, based on the structure located above the engineered fill, and vertical proximity to that structure.

The project documents should not allow the contractor to use frozen material as engineered fill or to place engineered fill on frozen material. Frost should not penetrate under pavements during construction.

We recommend performing density tests in engineered fill to evaluate if the contractors are effectively compacting the soil and meeting project requirements.

3.2.7 Embankment Side Slopes

We recommend designating the roadway embankments with a maximum slope gradient of 3H:1V or flatter, assuming soil corrections are performed to remove unstable and organic soils (if present) beneath the roadways and trails.

3.3 Open Cut Utilities

3.3.1 Subgrade Stabilization

For utilities, we anticipate the soils at typical invert elevations will be suitable for utility support. However, if construction encounters unfavorable conditions such as soft clay, silt, organic soils or perched water at invert grades, the unsuitable soils may require about 1 foot of additional subcutting and replacement with sand or crushed rock to prepare a proper subgrade for pipe support. Based on the borings, subcuts for utility support may be needed in the area of Boring ST-8 where soft clay soils may be encountered near invert depths. Project design and construction should not place utilities within the 1H:1V oversizing of foundations.

3.3.2 Corrosion Potential

The soil borings indicated the site consists of a mixture of sandy, silty, and clayey soils. We consider the granular soils non- to slightly corrosive to metallic conduits, while the fine-grained silts and clays are moderately corrosive to metallic conduits. If utilities extend through clay soils, we recommend bedding the utilities in sandy soil free of any clay lumps or constructing the utilities with non-corrosive materials.

3.4 Temporary Retention System and Trenchless Installation Pits

3.4.1 Temporary Retention Systems

In areas where an open-cut excavation is either not desired, or where excavation limits may be restricted, the contractor may need to use a temporary retention system. Temporary retention systems may consist of trench boxes, or in other cases, may consist of sheet pile or shoring.

We recommend that the project team consider several other issues before selecting a retention system, including:

- Vibrations that occur during installation and removal of some temporary systems can be disturbing to neighbors and adjacent site features. High-level vibrations can damage adjacent structures and can densify loose soil, causing subsidence of structures, pavements and utilities.
- Depending on the final design parameters and requirements, some lateral movement of the retention system may occur. This movement can result in soil subsidence, which may affect adjacent pavements, utilities and structures within a horizontal distance equal to the height of the wall.
- Even with low vibration levels, our experience indicates that vibration-related complaints and damage claims tend to increase when vibration levels become noticeable.

If temporary shoring is needed to support the soil for the excavations, the soil properties provided below can be used for the design of temporary retaining structures. We recommend hydrostatic pressures be accounted for below the apparent groundwater table.

3.4.2 Trenchless Installation Pits

We understand insertion or receiving pits may be constructed to facilitate trenchless installation of the new utility pipe within portions of the existing roadways where it is desired not to grossly impact traffic, or where sensitive utility crossings are present.

We understand others will be designing the excavation and retention system(s) for the trenchless installation pits. If the design team requires assistance in the design, we can provide designs for temporary or shored excavations for an additional fee.

3.5 Pavements

3.5.1 R-Value Design

Our scope of services for this project did not include laboratory tests on subgrade soils to determine an R-value for pavement design. However, following the subgrade preparation as identified in Section 3.2 and given the variable nature of typical subgrades, we recommend using a design R-value of 12 for pavement design on the project. The contractor may need to perform some soil corrections to achieve this value.

3.5.2 Recommended Minimum Pavement Sections

Based upon the estimated traffic loads and an estimated R-value of 12, we recommend new pavement sections follow the Lakeville Standard Plate LV-ST-8 section for Minor Collectors including the following materials and minimum thicknesses per Table 3-2.

Table 3-2. Pavement Section Minimum Thicknesses and Specification

Material Thickness (inches)	Layer	Specification
2	HMA Wear	MnDOT 2360 (SPWEA340C)
2 1/2	HMA non wear	MnDOT 2360 (SPNWB330C)
8	Aggregate Base	MnDOT 3138 (Class 5)
36	Sand Subbase	MnDOT 3149 (Select Granular Material)

The above pavement design for hot mix asphalt (HMA) is based on a 20-year performance life. This is the amount of time before major rehabilitation is anticipated. This performance life assumes maintenance such as seal coating and crack sealing is routinely performed. The actual pavement life will vary depending on variations in weather, traffic conditions, and maintenance.

Many conditions affect the overall performance of the pavements. Some of these conditions include the environment, loading conditions and the level of ongoing maintenance. With regard to bituminous pavements in particular, it is common to have thermal cracking develop within the first few years of placement and continue throughout the life of the pavement. We recommend developing a regular maintenance plan for filling cracks in pavements to lessen the potential impacts for cold weather distress due to frost heave or warm weather distress due to wetting and softening of the subgrade.

3.5.3 Subgrade Drainage

We are including recommendations for a pavement design that incorporates a sand subbase. The sand subbase will increase constructability over subgrade soils susceptible to disturbance and, with proper drainage will improve pavement performance by providing a more uniform subgrade and by reducing the risk of frost heave. We recommend installing pavement edge drains consisting of perforated drainpipes below the sand subbase and tied to the local storm sewer system. Note, we recommend sloping subgrade soils to promote drainage and removal of accumulated water.

3.5.4 Pavement Materials and Compaction

We recommend specifying materials based on those provided in Table 3-2.

Bituminous pavements should generally meet the requirements of Specification 2360, which includes gyratory tests to evaluate strength and air voids and density tests to evaluate compaction. We recommend placing the bituminous wear and non-wear courses to meet the requirements of MnDOT Specification 2360. We recommend compacting the aggregate base to meet the requirements of MnDOT Specification 2211.3.4.2.3 (Penetration Index Method for the dynamic cone penetrometer [DCP]).

3.6 Stormwater Ponds

We estimated infiltration rates based on the limiting soil type encountered beneath the proposed bottom of pond elevation provided by Stonebrooke, as listed in the table below. Infiltration rates represent the least permeable soil horizon between the bottom of pond elevation and the groundwater elevation. Infiltration rates represent the long-term infiltration capacity of a pond and the underlying soil in its natural state. We recommend consulting the Minnesota Stormwater Manual for additional stormwater design details.

Table 3-3. Estimated Design Infiltration Rate Based on Soil Classification

Pond # and Location	Boring	Groundwater Elevation (nearest 1/2 feet)	Assumed Bottom of Basin Elevation (feet)	Limiting Soil Type (ASTM Classification)	Design Infiltration Rate* (inches/hour)
Basin 1 (North of 215th Street)	ST-17	1026	1029	SM	0.8
Basin 2 (South of 215th Street)	ST-18	1024 1/2	1027	SP-SM	0.8

*From Minnesota Stormwater Manual. Rates may differ at individual sites.

Field testing, such as with a double-ring infiltrometer (ASTM D3385), may justify the use of higher infiltration rates. However, we recommend adjusting field test rates by the appropriate correction factor, as provided for in the Minnesota Stormwater Manual or as allowed by the local watershed.

The design team should consider groundwater restricting the design infiltration rate. Based on out borings, groundwater was encountered about 2 1/2 to 3 feet below the proposed stormwater BMP bottoms.

Fine-grained soils (silts and clays), topsoil, or organic matter that mixes into or washes onto the soil will lower the permeability. The contractor should maintain and protect infiltration areas during construction. Furthermore, organic matter and silt washed into the system after construction can fill the soil pores and reduce permeability over time. Proper maintenance is important for long-term performance of infiltration systems.

This geotechnical evaluation does not constitute a review of site suitability for stormwater infiltration or evaluate the potential impacts, if any, from infiltration of large amounts of stormwater.

4.0 Procedures

4.1 Pavement Coring

We performed pavement coring using a 4-inch core barrel. We repaired the bituminous pavement with a cold-mix bituminous patch material immediately after coring.

The cores were measured to obtain approximate bituminous thickness, and their material conditions were noted based on visual observation. Images of the cores can be found in the Core Photo Log attached to this report in the Appendix.

4.2 Penetration Test Borings

We drilled the penetration test borings with an all-terrain vehicle mounted core and auger drill equipped with hollow-stem auger. We performed the borings in general accordance with ASTM D6151 taking penetration test samples at 2 1/2- or 5-foot intervals in general accordance to ASTM D1586.

We sealed penetration test boreholes meeting the Minnesota Department of Health (MDH) Environmental Borehole criteria with an MDH-approved grout.

4.3 Exploration Logs

4.3.1 Log of Boring Sheets

The Appendix includes Log of Boring sheets for our penetration test borings. The logs identify and describe the penetrated geologic materials, and present the results of penetration resistance and other in-situ tests performed. The logs also present the results of laboratory tests performed on penetration test samples, and groundwater measurements.

We inferred strata boundaries from changes in the penetration test samples and the auger cuttings. Because we did not perform continuous sampling, the strata boundary depths are only approximate. The boundary depths likely vary away from the boring locations, and the boundaries themselves may occur as gradual rather than abrupt transitions.

4.3.2 Geologic Origins

We assigned geologic origins to the materials shown on the logs and referenced within this report, based on: (1) a review of the background information and reference documents cited above, (2) visual classification of the various geologic material samples retrieved during the course of our subsurface exploration, (3) penetration resistance testing performed for the project, (4) laboratory test results, and (5) available common knowledge of the geologic processes and environments that have impacted the site and surrounding area in the past.

4.4 Material Classification and Testing

4.4.1 Visual and Manual Classification

We visually and manually classified the geologic materials encountered based on ASTM D2488. When we performed laboratory classification tests, we used the results to classify the geologic materials in accordance with ASTM D2487. The Appendix includes a chart explaining the classification system we used.

4.4.2 Laboratory Testing

The exploration logs in the Appendix note most of the results of the laboratory tests performed on geologic material samples. The remaining laboratory test results follow the exploration logs. We performed the tests in general accordance with ASTM.

4.5 Groundwater Measurements

The drillers checked for groundwater while advancing the penetration test borings, and again after auger withdrawal. We then filled the boreholes or allowed them to remain open for an extended period of observation, as noted on the boring logs.

5.0 Qualifications

5.1 Variations in Subsurface Conditions

5.1.1 Material Strata

We developed our evaluation, analyses and recommendations from a limited amount of site and subsurface information. It is not standard engineering practice to retrieve material samples from exploration locations continuously with depth. Therefore, we must infer strata boundaries and thicknesses to some extent. Strata boundaries may also be gradual transitions, and project planning should expect the strata to vary in depth, elevation and thickness, away from the exploration locations.

Variations in subsurface conditions present between exploration locations may not be revealed until performing additional exploration work, or starting construction. If future activity for this project reveals any such variations, you should notify us so that we may reevaluate our recommendations. Such variations could increase construction costs, and we recommend including a contingency to accommodate them.

5.1.2 Groundwater Levels

We made groundwater measurements under the conditions reported herein and shown on the exploration logs, and interpreted in the text of this report. Note that the observation periods were relatively short, and project planning can expect groundwater levels to fluctuate in response to rainfall, flooding, irrigation, seasonal freezing and thawing, surface drainage modifications and other seasonal and annual factors.

5.2 Continuity of Professional Responsibility

5.2.1 Plan Review

We based this report on a limited amount of information, and we made a number of assumptions to help us develop our recommendations. We should be retained to review the geotechnical aspects of the designs and specifications. This review will allow us to evaluate whether we anticipated the design correctly, if any design changes affect the validity of our recommendations, and if the design and specifications correctly interpret and implement our recommendations.

5.2.2 Construction Observations and Testing

We recommend retaining us to perform the required observations and testing during construction as part of the ongoing geotechnical evaluation. This will allow us to correlate the subsurface conditions exposed during construction with those encountered by the borings and provide professional continuity from the design phase to the construction phase. If we do not perform observations and testing during construction, it becomes the responsibility of others to validate the assumption made during the preparation of this report and to accept the construction-related geotechnical engineer-of-record responsibilities.

5.3 Use of Report

This report is for the exclusive use of the addressed parties. Without written approval, we assume no responsibility to other parties regarding this report. Our evaluation, analyses and recommendations may not be appropriate for other parties or projects.

5.4 Standard of Care

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

Appendix

Soil Boring Location Sketch
Log of Standard Penetration Test Borings ST-1 to ST-18
Descriptive Terminology of Soil
Pavement Core Photo Logs
Sieve Analysis of Soil

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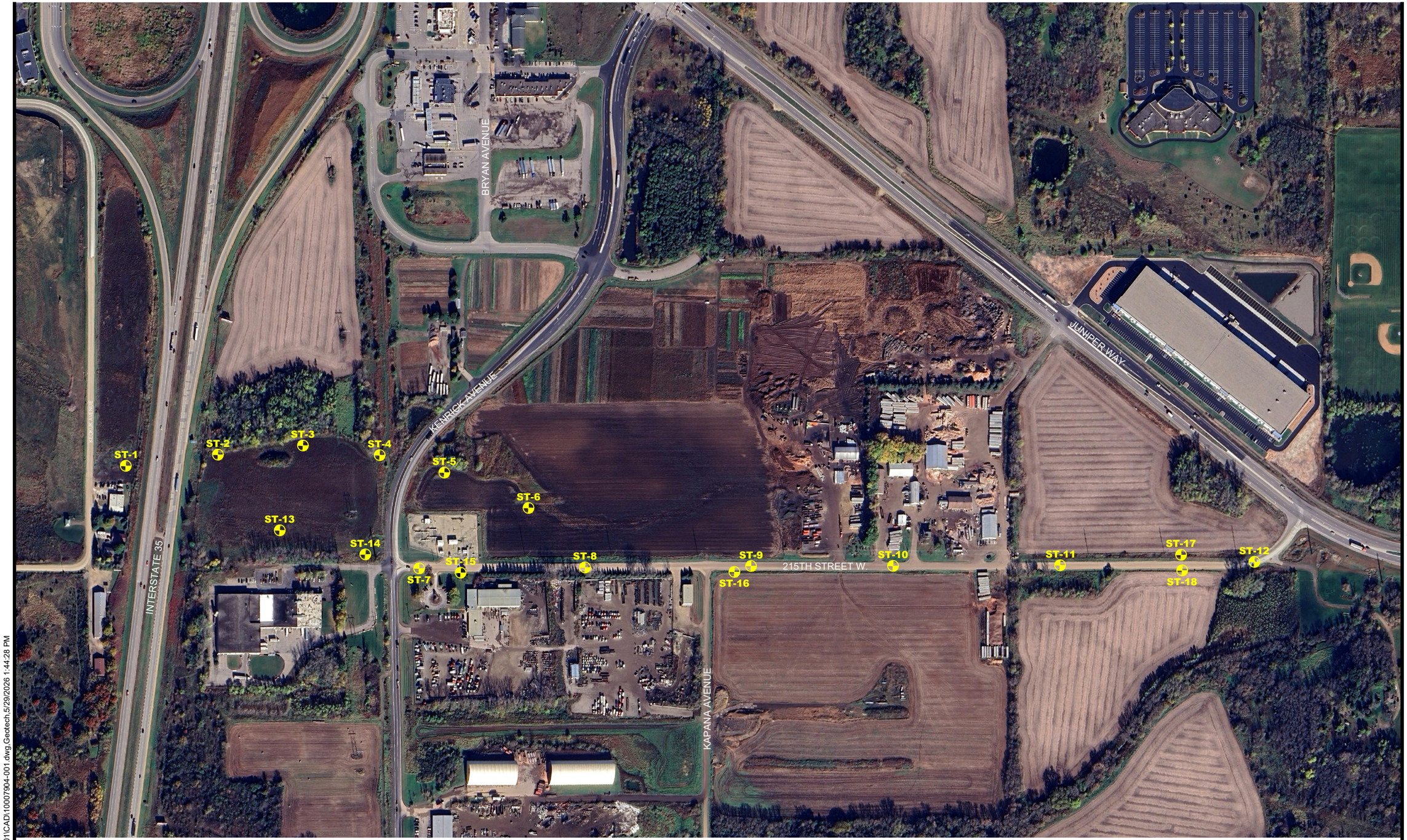

DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING

200' 0 400'

SCALE: 1"= 400'

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Minneapolis, MN 55438
952.995.2000
braunintertec.com

Drawing Information

Project No:	10007904_001
Drawing No:	10007904-001
Drawn By:	JAG
Date Drawn:	3/4/26
Checked By:	CR
Last Modified:	5/29/26

Project Information

Lakeville 215th Street Paving

20941 Kenrick Avenue

Lakeville, Minnesota

Soil Boring Location Sketch

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number 10007904_001
Geotechnical Evaluation
Lakeville 215th Street Paving
20941 Kenrick Ave
Lakeville, Minnesota

BORING: **ST-1**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160943.8 EASTING: 504888.0
DRILLER: A. Tross LOGGED BY: L. Butler START DATE: 03/13/26 END DATE: 03/13/26
SURFACE ELEVATION: 1092.4 ft RIG: GP-4 METHOD: 3 1/4" HSA SURFACING: Field WEATHER: 30°F, windy

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
~~1092.1~~ 0.3		CLAYEY SAND (SC), fine to medium-grained, trace Gravel, trace roots, dark brown, moist (TOPSOIL FILL)					
		FILL: SILTY SAND (SM), fine to coarse-grained, little Gravel, brown to light gray, moist		6-8-7 (15) 6"			
			5	5-10-8 (18) 6"			
		GRAVEL layer from 7 to 9 1/2 feet		5-29-50/6" (REF) 3"			
1082.9							
9.5	▽	POORLY GRADED SAND with SILT (SP-SM), fine to medium-grained, little Gravel, brown, moist to wet, medium dense to very dense (GLACIAL OUTWASH)	10	22-50/6" (REF) 2"			
		Wet at 13 feet		5-12-16 (28) 4"		13	P200=8%
			15	7-8-11 (19) 22"			
1072.9							
19.5		SANDY LEAN CLAY (CL), trace Gravel, reddish brown, moist, stiff (GLACIAL TILL)	20	2-5-8 (13) 24"		14	
1069.4				15-12-14-18 (26) 24"			
23.0		CLAYEY SAND (SC), fine to coarse-grained, trace Gravel, brown, wet, very stiff (GLACIAL TILL)					
1067.9							
24.5		END OF BORING	25				Water observed at 13.0 feet with 15.0 feet of tooling in the ground while drilling.
		Boring immediately backfilled with bentonite grout					

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Project Number 10007904_001
Geotechnical Evaluation
Lakeville 215th Street Paving
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BORING: **ST-2**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160991.8 EASTING: 505283.5
DRILLER: A. Tross LOGGED BY: L. Butler START DATE: 03/13/26 END DATE: 03/13/26
SURFACE ELEVATION: 1086.1 ft RIG: GP-4 METHOD: 3 1/4" HSA SURFACING: Field WEATHER: 30°F, windy

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1085.9 0.2		SILTY SAND (SM), fine to medium-grained, trace Gravel, trace roots, brown, moist (TOPSOIL FILL)					
		FILL: SANDY LEAN CLAY (CL), trace Gravel, trace roots, grayish brown, moist		2-4-15 (19) 12"			
1081.6 4.5		SILTY SAND (SM), fine to coarse-grained, trace Gravel, brown, moist, loose to medium dense (GLACIAL OUTWASH)	5	4-3-4 (7) 12"			
	▽	*With Gravel from 7 1/2 to 9 1/2 feet*		17-16-10 (26) 10"			
1076.6 9.5		SANDY LEAN CLAY (CL), trace Gravel, brown, moist, medium to stiff (GLACIAL TILL)	10	2-2-3 (5) 8"			
				3-4-7 (11) 8"			
1071.6 14.5		CLAYEY SAND (SC), trace Gravel, brown, moist, very stiff (GLACIAL TILL)	15	4-7-9 (16) 18"		11	P200=36%
1066.6 19.5		SANDY LEAN CLAY (CL), trace Gravel, gray, moist, very stiff to hard (GLACIAL TILL)	20	4-7-10 (17) 18"			
				17-19-19-22 (38) 22"			
1061.6 24.5		END OF BORING	25				Water observed at 8.0 feet with 10.0 feet of tooling in the ground while drilling.
		Boring immediately backfilled with bentonite grout					

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Geotechnical Evaluation
Lakeville 215th Street Paving
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BORING: **ST-3**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 161031.3 EASTING: 505648.0
DRILLER: A. Tross LOGGED BY: L. Butler START DATE: 03/13/26 END DATE: 03/13/26
SURFACE ELEVATION: 1082.3 ft RIG: GP-4 METHOD: 3 1/4" HSA SURFACING: Field WEATHER: 30°F, windy

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1081.3		LEAN CLAY (CL), trace Gravel, trace roots, brown, moist (TOPSOIL FILL)					
1.0		CLAYEY SAND (SC), fine to medium-grained, brown, moist, medium (GLACIAL TILL)		2-4-2 (6) 6"			
1077.8							
4.5		CLAYEY SAND (SC), trace Gravel, reddish brown, moist, very stiff to hard (GLACIAL TILL)	5	3-8-12 (20) 6"			
		Silty material from 7 to 11 feet		4-6-11 (17) 6"		12	
			10	5-11-15 (26) 8"			
				15-16-16-19 (32) 16"			
1067.8							
14.5		END OF BORING	15				Water not observed while drilling.
		Boring then backfilled with auger cuttings					
			20				
			25				

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BORING: **ST-4**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160989.8 EASTING: 505977.4
DRILLER: A. Tross LOGGED BY: L. Butler START DATE: 03/13/26 END DATE: 03/13/26
SURFACE ELEVATION: 1079.7 ft RIG: GP-4 METHOD: 3 1/4" HSA SURFACING: Field WEATHER: 30°F, windy

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1078.7		SILTY SAND (SM), fine to medium-grained, trace Gravel, little roots, dark brown, moist (TOPSOIL FILL)					
1.0		FILL: LEAN CLAY (CL), trace Gravel, slightly organic, dark brown to brown, moist *Wood debris from 2 1/2 to 4 1/2 feet*		1-0-0 WOH/12" 8"			
			5	0-0-0 WOH/18" 8"		23	OC=2%
1072.7							
7.0		SANDY LEAN CLAY (CL), trace Gravel, reddish brown to grayish brown, moist to wet, soft to very stiff (GLACIAL TILL)		2-1-2 (3) 6"			
	▽		10	1-2-4 (6) 12"			
				3-4-6 (10) 16"			
			15	3-4-7 (11) 16"		25	
			20	4-6-8 (14) 22"			
				5-10-12-13 (22) 22"			
1055.2							
24.5		END OF BORING	25				Water observed at 10.0 feet with 12.0 feet of tooling in the ground while drilling.
		Boring immediately backfilled with bentonite grout					

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Project Number 10007904_001
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BORING: **ST-5**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160915.0 EASTING: 506254.9
DRILLER: A. Tross LOGGED BY: L. Butler START DATE: 03/13/26 END DATE: 03/13/26
SURFACE ELEVATION: 1070.5 ft RIG: GP-4 METHOD: 3 1/4" HSA SURFACING: Field WEATHER: 30°F, windy

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1069.5		SILTY SAND (SM), fine to medium-grained, trace Gravel, trace roots, dark brown, moist (TOPSOIL FILL)					
1.0		SANDY LEAN CLAY (CL), trace Gravel, brown, moist, very stiff (GLACIAL TILL)		1-2-1 (3) 16"			
1066.0							
4.5		CLAYEY SAND (SC), trace Gravel, brown, moist, stiff (GLACIAL TILL)	5	3-5-7 (12) 12"		13	
1063.5							
7.0		SANDY LEAN CLAY (CL), trace Gravel, reddish brown, moist, stiff to very stiff (GLACIAL TILL)		4-5-6 (11) 12"		19	
			10	4-5-5 (10) 16"			
				3-5-6 (11) 16"			
			15	3-5-6 (11) 22"			
			20	4-5-8 (13) 20"			
				8-12-11-13 (23) 24"			
1046.0							
24.5		END OF BORING	25				Water not observed while drilling.
		Boring immediately backfilled with bentonite grout					

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Geotechnical Evaluation
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BORING: **ST-6**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160763.4 EASTING: 506616.3
DRILLER: B. Kammermeier LOGGED BY: L. Butler
START DATE: 03/18/26 END DATE: 03/18/26
SURFACE ELEVATION: 1062.5 ft RIG: 8505 METHOD: 3 1/4" HSA
SURFACING: Grass WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1060.5		SILTY SAND (SM), fine to medium-grained, trace Gravel, trace roots, dark brown, moist (TOPSOIL FILL)					
2.0		LEAN CLAY (CL), trace Gravel, brown, moist, soft (ALLUVIUM)		1-1-1 (2) 5"			
1058.0							
4.5	▽	CLAYEY SAND (SC), trace Gravel, chemical-like odor, brown, moist to wet, stiff to medium (GLACIAL TILL)	5	1-9-7 (16) 4"			
				5-5-3 (8) 5"			
			10	3-2-3 (5) 10"			
1048.0							
14.5		SANDY LEAN CLAY (CL), gray, wet, soft (GLACIAL TILL)	15	3-2-1 (3) 10"			
1043.0							
19.5		SILTY CLAY (CL-ML), trace Gravel, light brown, moist, stiff (GLACIOFLUVIUM)	20	5-5-4 (9) 10"			
1041.5							
21.0		END OF BORING Boring immediately backfilled with bentonite grout	25				Water observed at 5.0 feet while drilling.

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See Descriptive Terminology sheet for explanation of abbreviations

Project Number 10007904_001
Geotechnical Evaluation
Lakeville 215th Street Paving
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Lakeville, Minnesota

BORING: **ST-7**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160503.5 EASTING: 506146.7
DRILLER: B. Kammermeier LOGGED BY: L. Butler START DATE: 03/18/26 END DATE: 03/18/26
SURFACE ELEVATION: 1084.4 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Gravel WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1083.6		APPARENT AGGREGATE BASE, 8 inches					
0.8 1082.4		FILL: SILTY SAND (SM), fine to medium-grained, little Gravel, brown, moist					
2.0 1079.9		CLAYEY SAND (SC), trace Gravel, light brown, moist, medium (GLACIAL TILL)		7-5-3 (8) 10"			
4.5 1074.4		SANDY LEAN CLAY (CL), trace Gravel, with iron oxide staining, brown, moist, medium to very stiff (GLACIAL TILL)	5	2-3-4 (7) 10"		15	
				3-4-5 (9) 12"			
			10	6-7-9 (16) 10"			
10.0		END OF BORING Boring then backfilled with auger cuttings					Water not observed while drilling.
			15				
			20				
			25				

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See Descriptive Terminology sheet for explanation of abbreviations

Project Number 10007904_001
Geotechnical Evaluation
Lakeville 215th Street Paving
20941 Kenrick Ave
Lakeville, Minnesota

BORING: **ST-8**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160508.0 EASTING: 506858.4
DRILLER: B. Kammermeier LOGGED BY: L. Butler START DATE: 03/18/26 END DATE: 03/18/26
SURFACE ELEVATION: 1063.7 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Gravel WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1062.9		APPARENT AGGREGATE BASE, 10 inches					
0.8 1061.7		FILL: POORLY GRADED SAND with SILT (SP-SM), fine to medium-grained, trace Gravel, brown, moist		12-29-13 (42) 12"			
2.0 1059.2		FILL: SILTY SAND (SM), fine to coarse-grained, little Gravel, gray, moist					
4.5 1056.7		FILL: LEAN CLAY (CL), trace Gravel, contains seams of Silt, layers of organics, dark brown, moist	5	5-4-3 (7) 12"		30	OC=5%
7.0 1055.2		CLAYEY SAND (SC), trace Gravel, brown, moist, soft (GLACIAL TILL)		3-1-3 (4) 8"		13	
8.5 1053.7		SANDY LEAN CLAY (CL), trace Gravel, brown, moist, soft (GLACIAL TILL)		2-2-2 (4) 10"			
10.0		END OF BORING Boring then backfilled with auger cuttings	10				Water not observed while drilling.
			15				
			20				
			25				

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Geotechnical Evaluation
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BORING: **ST-9**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160513.8 EASTING: 507570.9
DRILLER: B. Kammermeier LOGGED BY: L. Butler START DATE: 03/18/26 END DATE: 03/18/26
SURFACE ELEVATION: 1056.7 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Gravel WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
~~1056.4~~ 0.3		APPARENT AGGREGATE BASE, 3 inches FILL: POORLY GRADED SAND with SILT (SP-SM), contains lenses of Clay, brown to black, moist					
1054.7 2.0		SANDY LEAN CLAY (CL), trace Gravel, brown, moist, medium (ALLUVIUM)		3-3-3 (6) 8"		20	P200=90%
1052.2 4.5		POORLY GRADED SAND (SP), fine to coarse-grained, trace Gravel, brown to light brown, moist, medium dense (GLACIAL OUTWASH)		6-9-10 (19) 10"			
				5-11-10 (21) 8"			
1046.7 10.0		END OF BORING Boring then backfilled with auger cuttings		12-17-9 (26) 6"			Water not observed while drilling.

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BORING: **ST-10**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160514.3 EASTING: 508180.2
DRILLER: B. Kammermeier LOGGED BY: L. Butler START DATE: 03/18/26 END DATE: 03/18/26
SURFACE ELEVATION: 1046.9 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Gravel WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1046.7		APPARENT AGGREGATE BASE, 2 inches					
0.2		FILL: POORLY GRADED SAND with SILT (SP-SM), fine to medium-grained, little Gravel, brown, moist					
1044.9				4-6-7 (13) 10"			
2.0		FILL: SILT (ML), fine to medium-grained, trace Gravel, slightly organic, dark brown, moist				26	P200=76%
1042.4				4-5-6 (11) 10"			
4.5		FILL: SILTY SAND (SM), fine to medium-grained, trace Gravel, LEAN CLAY layers, brown, moist	5				
1039.9				6-4-3 (7) 10"			
7.0		POORLY GRADED SAND (SP-SM), fine to medium-grained, trace Gravel, contains lenses of Silt, light brown, moist, very loose to loose (GLACIAL OUTWASH)		3-2-2 (4) 12"		3	P200=5%
1036.9			10				
10.0		END OF BORING Boring then backfilled with auger cuttings					Water not observed while drilling.
			15				
			20				
			25				

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Lakeville, Minnesota

BORING: **ST-11**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160517.4 EASTING: 508896.9
DRILLER: B. Kammermeier LOGGED BY: L. Butler START DATE: 03/18/26 END DATE: 03/18/26
SURFACE ELEVATION: 1038.7 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Gravel WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1038.0		APPARENT AGGREGATE BASE, 8 inches					
0.7 / 1036.7		FILL: POORLY GRADED SAND with SILT (SP-SM), fine to coarse-grained, trace Gravel, light brown, moist		3-6-6 (12) 10"		25	
2.0 / 1034.2		FILL: LEAN CLAY (CL), trace Gravel, slightly organic, dark brown, moist		3-2-3 (5) 8"		20	
4.5 / 1031.7		FILL: SILTY SAND (SM), fine to medium-grained, trace Gravel, brown, moist	5	6-7-8 (15) 10"			
7.0 / 1028.7		POORLY GRADED SAND (SP), fine to coarse-grained, trace Gravel, light brown, moist, medium dense (GLACIAL OUTWASH)		10-9-8 (17) 10"			
10.0		END OF BORING Boring then backfilled with auger cuttings	10				Water not observed while drilling.
			15				
			20				
			25				

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BORING: **ST-12**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160531.7 EASTING: 509730.6
DRILLER: B. Kammermeier LOGGED BY: L. Butler
START DATE: 03/18/26 END DATE: 03/18/26
SURFACE ELEVATION: 1026.8 ft RIG: 8505 METHOD: 3 1/4" HSA
SURFACING: Bituminous WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1026.2		APPARENT AGGREGATE BASE, 3 inches					
0.7		FILL: POORLY GRADED SAND with SILT (SP-SM), fine to medium-grained, trace Gravel, brown to dark brown, moist		10-8-10 (18) 10"			
			5	3-4-5 (9) 8"		7	P200=10%
1019.8	▽						
7.0		SILTY SAND (SM), fine to coarse-grained, little Gravel, dark brown, wet, loose to medium dense (GLACIAL OUTWASH)		1-2-1 (3) 12"			
				6-6-9 (15) 5"			
1016.8			10				
10.0		END OF BORING Boring then backfilled with auger cuttings					Water observed at 7.0 feet while drilling.
			15				
			20				
			25				

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BORING: **ST-13**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160667.2 EASTING: 505548.6
DRILLER: A. Tross LOGGED BY: C. Reber START DATE: 05/20/26 END DATE: 05/20/26
SURFACE ELEVATION: 1101.9 ft RIG: GP-4 METHOD: 3 1/4" HSA SURFACING: Grass WEATHER: 70's

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1101.4		SILTY SAND (SM), fine-grained, trace roots, dark brown, moist (TOPSOIL)					
0.5		CLAYEY SAND (SC), trace Gravel, brown, moist, medium to stiff (GLACIAL TILL)		6-7-7 (14) 12"			
			5	2-3-5 (8) 16"		12	P200=46%
1094.9							
7.0		LEAN CLAY (CL), interlayered with Silt, brown, moist, medium (GLACIOFLUVIUM)		2-2-5 (7) 18"			
1091.9			10	2-4-6 (10) 14"		17	
10.0		SILTY SAND (SM), fine-grained, interlayered with Clay, trace Gravel, brown, moist, loose (GLACIAL TILL)					
1089.9							
12.0		LEAN CLAY (CL), trace Gravel, brown, moist, stiff to hard (GLACIAL TILL)		3-6-8 (14) 15"			
			15	3-8-9 (17) 16"			
			20	6-14-17 (31) 1"			
1080.9							
21.0		END OF BORING Boring immediately grouted					Water not observed while drilling.
			25				

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Lakeville, Minnesota

BORING: **ST-14**
LOCATION: Captured with submeter GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160564 EASTING: 505916
DRILLER: A. Tross LOGGED BY: C. Reber START DATE: 05/20/26 END DATE: 05/20/26
SURFACE ELEVATION: 1086.1 ft RIG: GP-4 METHOD: 3 1/4" HSA SURFACING: Grass WEATHER: 70's

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1085.1		LEAN CLAY (CL), trace Gravel, dark brown, moist (TOPSOIL)					
1.0		CLAYEY SAND (SC), trace Gravel, brown, moist, medium to very stiff (GLACIAL TILL)		5-8-8 (16) 10"			
			5	5-6-10 (16) 10"		11	
1079.1							
7.0		LEAN CLAY (CL), trace Gravel, iron oxide staining, brown to gray, moist, stiff to very stiff (GLACIAL TILL) *Layer of Poorly Graded Sand and Poorly Graded Gravel at 7 feet*		3-10-12 (22) 13"			
			10	3-7-8 (15) 17"			
				4-8-10 (18) 16"			
		Becoming gray at 15 feet	15	6-10-11 (21) 14"			
			20	7-10-12 (22) 20"		13	
1065.1							
21.0		END OF BORING Boring immediately grouted					Water not observed while drilling.
			25				

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BORING: **ST-15**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160484.9 EASTING: 506324.8
DRILLER: A. Tross LOGGED BY: C. Reber START DATE: 05/20/26 END DATE: 05/20/26
SURFACE ELEVATION: 1079.8 ft RIG: GP-4 METHOD: 3 1/4" HSA SURFACING: Grass WEATHER: 70's

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1079.0		SILTY SAND (SM), fine-grained, dark brown, moist (TOPSOIL)					
0.8		LEAN CLAY (CL), trace Gravel, brown, moist, stiff to hard (GLACIAL TILL)		3-5-6 (11) 13"			
			5	3-5-7 (12) 12"		15	
		Iron oxide staining from 7-12 feet		4-4-4 (8) 16"			
			10	3-7-8 (15) 17"			
				12-11-12 (23) 15"		14	
		Becoming gray at 15 feet	15	4-8-11 (19) 18"			
			20	13-16-17 (33) 24"			
1058.8							
21.0		END OF BORING					Water not observed while drilling.
		Boring immediately grouted					
			25				

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See Descriptive Terminology sheet for explanation of abbreviations

Project Number 10007904_001
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Lakeville 215th Street Paving
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Lakeville, Minnesota

BORING: **ST-16**
LOCATION: Captured with submeter GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160489 EASTING: 507500
DRILLER: A. Tross LOGGED BY: C. Reber START DATE: 05/20/26 END DATE: 05/20/26
SURFACE ELEVATION: 1058.7 ft RIG: GP-4 METHOD: 3 1/4" HSA SURFACING: Grass WEATHER: 70's

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1057.9		SILTY SAND (SM), fine-grained, dark brown, moist (TOPSOIL)					
0.8		FILL: POORLY GRADED SAND with SILT (SP-SM), trace Gravel, brown, moist		2-4-6 (10) 10"			
			5	12-13-18 (31) 11"			
				29-21-13 (34) 14"		4	P200=7%
1048.7							
10.0		LEAN CLAY (CL), trace Gravel, brown, moist, medium to very stiff (GLACIAL TILL)	10	4-4-4 (8) 14"			
		Becoming gray at 12 feet		2-3-4 (7) 11"		16	
			15	5-5-7 (12) 10"			
	▽	*Layer of Sand at 20 feet*	20	7-18-10 (28) 24"			
1037.7							
21.0		END OF BORING Boring immediately grouted					Water observed at 20.0 feet while drilling.
			25				

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BORING: **ST-17**
LOCATION: Captured with submeter GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160562 EASTING: 509416
START DATE: 05/20/26 END DATE: 05/20/26
DRILLER: A. Tross LOGGED BY: C. Reber
SURFACE ELEVATION: 1032.2 ft RIG: GP-4 METHOD: 3 1/4" HSA
SURFACING: Grass WEATHER: 70's

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1031.2		SILTY SAND (SM), fine-grained, dark brown, moist (TOPSOIL)					
1.0		FILL: POORLY GRADED SAND (SP), fine-grained, trace Gravel, brown, moist		8-88-8-8 (96) 18"			
1028.2				10-11-14-12 (25) 17"			
4.0	▽	SILTY SAND (SM), fine-grained, trace Gravel, brown, moist to wet, medium dense (GLACIAL OUTWASH)	5	6-7-8-8 (15) 18"		20	See Sieve Analysis of Soil
		Becoming wet at 6 feet		11-6-8-9 (14) 14"			
		With Gravel after 8 feet					
1022.2			10	4-7-9-10 (16) 13"		14	P200=6%
10.0		POORLY GRADED SAND with SILT (SP-SM), fine-grained, with Gravel, brown, wet, medium dense (GLACIAL OUTWASH)		8-7-13-16 (20) 24"			
				13-14 (14) 19"			
1016.2			15				
16.0		END OF BORING					Water observed at 6.0 feet while drilling.
		Boring then backfilled with auger cuttings					
			20				
			25				

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BORING: **ST-18**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Dakota (US Feet)
NORTHING: 160495.3 EASTING: 509420.6
DRILLER: A. Tross LOGGED BY: C. Reber START DATE: 05/20/26 END DATE: 05/20/26
SURFACE ELEVATION: 1030.4 ft RIG: GP-4 METHOD: 3 1/4" HSA SURFACING: Grass WEATHER: 70's

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1029.1		CLAYEY SAND (SC), dark brown, moist (TOPSOIL)					
1.3		POORLY GRADED SAND (SP), fine to medium-grained, trace Gravel, brown, moist, medium dense (GLACIAL OUTWASH)		5-4-9-5 (13) 17"			
1026.4							
4.0	▽	POORLY GRADED SAND with SILT (SP-SM), fine to coarse-grained, with Gravel, brown, moist to wet, medium dense to dense (GLACIAL OUTWASH) *Becoming wet at 6 feet*		5-8-7-6 (15) 18"			
			5	4-5-6-8 (11) 16"		15	See Sieve Analysis of Soil
				10-7-7-8 (14) 14"			
			10	9-11-14-15 (25) 6"		10	P200=8%
				5-10-16-17 (26) 13"			
			15	16-15 (15) 12"			
1014.4							
16.0		END OF BORING Boring then backfilled with auger cuttings					Water observed at 6.0 feet while drilling.
			20				
			25				

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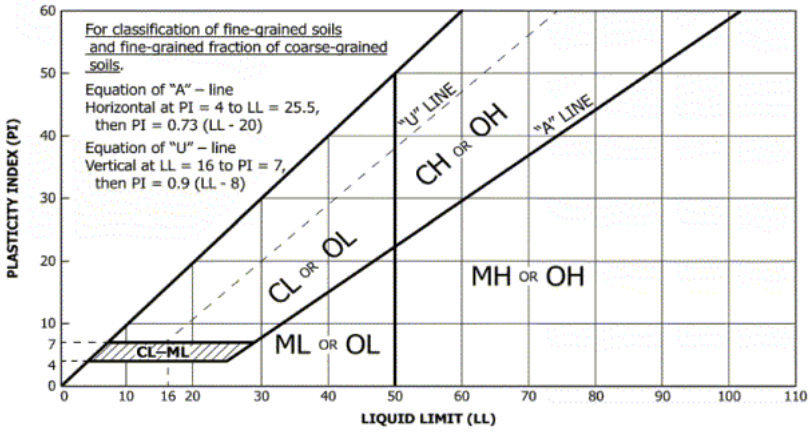
Descriptive Terminology of Soil

Based on Standards ASTM D2487/2488
(Unified Soil Classification System)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests[A]				Soil Classification	
				Group Symbol	Group Name[B]
Coarse-grained Soils (more than 50% retained on No. 200 sieve)	Gravels (More than 50% of coarse fraction retained on No. 4 sieve)	Clean Gravels (Less than 5% fines[C])	$C_u \geq 4$ and $1 \leq C_c \leq 3$[D]	GW	Well-graded gravel[E]
			$C_u < 4$ and/or ($C_c < 1$ or $C_c > 3$)[D]	GP	Poorly graded gravel[E]
		Gravels with Fines (More than 12% fines[C])	Fines classify as ML or MH	GM	Silty gravel[E F G]
			Fines Classify as CL or CH	GC	Clayey gravel[E F G]
	Sands (50% or more coarse fraction passes No. 4 sieve)	Clean Sands (Less than 5% fines[H])	$C_u \geq 6$ and $1 \leq C_c \leq 3$[D]	SW	Well-graded sand[I]
			$C_u < 6$ and/or ($C_c < 1$ or $C_c > 3$)[D]	SP	Poorly graded sand[I]
		Sands with Fines (More than 12% fines[H])	Fines classify as ML or MH	SM	Silty sand[F G I]
			Fines classify as CL or CH	SC	Clayey sand[F G I]
Fine-grained Soils (50% or more passes the No. 200 sieve)	Silts and Clays (Liquid limit less than 50)	Inorganic	PI > 7 and plots on or above "A" line[J]	CL	Lean clay[K L M]
			PI < 4 or plots below "A" line[J]	ML	Silt[K L M]
		Organic	Liquid Limit – oven dried / Liquid Limit – not dried <0.75	OL	Organic clay[K L M N] / Organic silt[K L M O]
	Silts and Clays (Liquid limit 50 or more)	Inorganic	PI plots on or above "A" line	CH	Fat clay[K L M]
			PI plots below "A" line	MH	Elastic silt[K L M]
		Organic	Liquid Limit – oven dried / Liquid Limit – not dried <0.75	OH	Organic clay[K L M P] / Organic silt[K L M Q]
Highly Organic Soils		Primarily organic matter, dark in color, and organic odor		PT	Peat

A. Based on the material passing the 3-inch (75-mm) sieve.
B. If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
C. Gravels with 5 to 12% fines require dual symbols:
   GW-GM well-graded gravel with silt
   GW-GC well-graded gravel with clay
   GP-GM poorly graded gravel with silt
   GP-GC poorly graded gravel with clay
D. $C_u = D_{60} / D_{10}$ $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
E. If soil contains ≥ 15% sand, add "with sand" to group name.
F. If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.
G. If fines are organic, add "with organic fines" to group name.
H. Sands with 5 to 12% fines require dual symbols:
   SW-SM well-graded sand with silt
   SW-SC well-graded sand with clay
   SP-SM poorly graded sand with silt
   SP-SC poorly graded sand with clay
I. If soil contains ≥ 15% gravel, add "with gravel" to group name.
J. If Atterberg limits plot in hatched area, soil is CL-ML, silty clay.
K. If soil contains 15 to < 30% plus No. 200, add "with sand" or "with gravel", whichever is predominant.
L. If soil contains ≥ 30% plus No. 200, predominantly sand, add "sandy" to group name.
M. If soil contains ≥ 30% plus No. 200 predominantly gravel, add "gravelly" to group name.
N. PI ≥ 4 and plots on or above "A" line.
O. PI < 4 or plots below "A" line.
P. PI plots on or above "A" line.
Q. PI plots below "A" line.



Laboratory Tests

DD	Dry density, pcf	**q_p**	Pocket penetrometer strength, tsf
WD	Wet density, pcf	**q_u**	Unconfined compression test, tsf
P200	% Passing #200 sieve	**LL**	Liquid limit
MC	Moisture content, %	**PL**	Plastic limit
OC	Organic content, %	**PI**	Plasticity index

Particle Size Identification

Boulders	over 12"
Cobbles	3" to 12"
Gravel	
Coarse	3/4" to 3" (19.00 mm to 75.00 mm)
Fine	No. 4 to 3/4" (4.75 mm to 19.00 mm)
Sand	
Coarse	No. 10 to No. 4 (2.00 mm to 4.75 mm)
Medium	No. 40 to No. 10 (0.425 mm to 2.00 mm)
Fine	No. 200 to No. 40 (0.075 mm to 0.425 mm)
Silt	No. 200 (0.075 mm) to .005 mm
Clay	< .005 mm

Relative Proportions[L, M]

trace	0 to 5%
little	6 to 14%
with	≥ 15%

Inclusion Thicknesses

lens	0 to 1/8"
seam	1/8" to 1"
layer	over 1"

Apparent Relative Density of Cohesionless Soils

Very loose	0 to 4 BPF
Loose	5 to 10 BPF
Medium dense	11 to 30 BPF
Dense	31 to 50 BPF
Very dense	over 50 BPF

Consistency of Cohesive Soils	Blows Per Foot	Approximate Unconfined Compressive Strength
Very soft	0 to 1 BPF	< 0.25 tsf
Soft	2 to 4 BPF	0.25 to 0.5 tsf
Medium	5 to 8 BPF	0.5 to 1 tsf
Stiff	9 to 15 BPF	1 to 2 tsf
Very Stiff	16 to 30 BPF	2 to 4 tsf
Hard	over 30 BPF	> 4 tsf

Moisture Content:

Dry: Absence of moisture, dusty, dry to the touch.
Moist: Damp but no visible water.
Wet: Visible free water, usually soil is below water table.

Drilling Notes:

Blows/N-value: Blows indicate the driving resistance recorded for each 6-inch interval. The reported N-value is the blows per foot recorded by summing the second and third interval in accordance with the Standard Penetration Test, ASTM D1586.

Partial Penetration: If the sampler could not be driven through a full 6-inch interval, the number of blows for that partial penetration is shown as #/x" (i.e. 50/2"). The N-value is reported as "REF" indicating refusal.

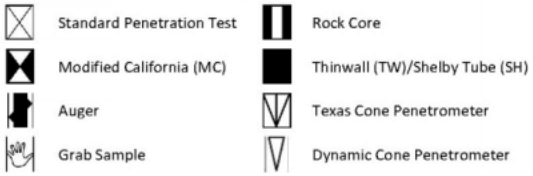
Recovery: Indicates the inches of sample recovered from the sampled interval. For a standard penetration test, full recovery is 18", and is 24" for a thinwall/shelby tube sample.

WOH: Indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

WOR: Indicates the sampler penetrated soil under weight of rods alone; hammer weight and driving not required.

Water Level: Indicates the water level measured by the drillers either while drilling (▽), at the end of drilling (▼), or at some time after drilling (⧗).

Sample Symbols



5/2021

Core #:	ST-7		Project: 10007904
Bituminous thickness:	3 1/2 inches	Aggregate Base Thickness:	16 1/2 inches
Project:	215th Street Paving		
Date:	March 2026		

Core #:	ST-12		Project: 10007904
Bituminous thickness:	4 1/2 inches	Aggregate Base Thickness:	9 inches
Project:	215th Street Paving		
Date:	March 2026		

BRAUN INTERTEC
the science you build on
11001 Hampshire Avenue S
Minneapolis, MN 55438
Phone: 952-995-2000

Sieve Analysis Of Soil

ASTM D6913

Report #: BI0590-000003
05/27/2026

Client:
Stonebrooke Engineering, Inc
12279 Nicollet Ave S.
Burnsville, MN 55337

Project:
10007904_001.00.02
Lakeville 215th Street Paving
20941 Kenrick Ave
Lakeville, MN 55044

Sample Information

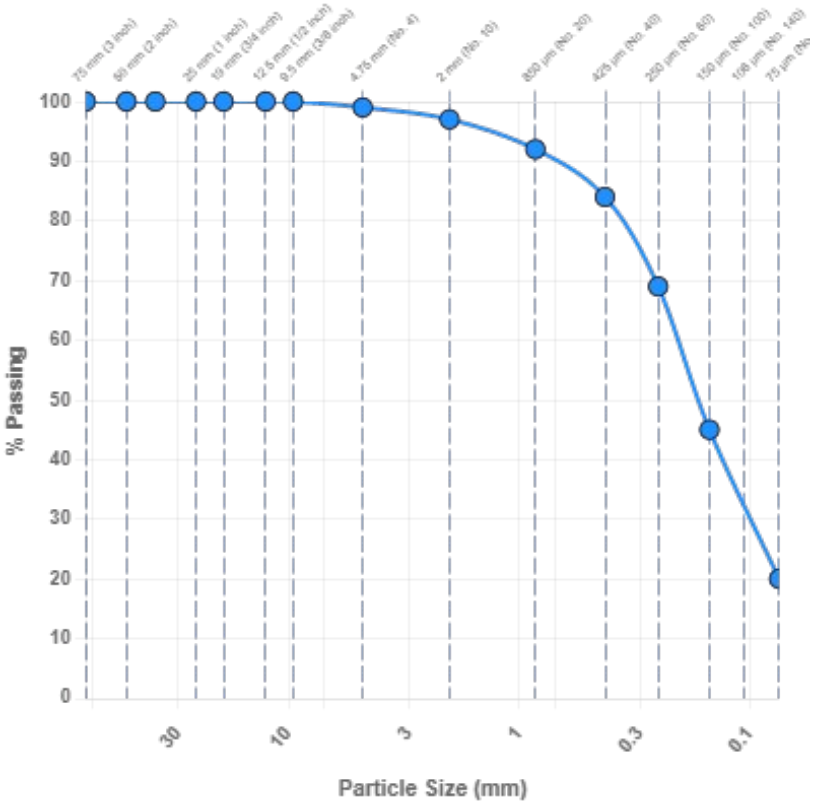
Sample Number:	730165	**Depth (ft):**	7
Boring Number:	17	**Sampled By:**	Drill Crew
Sample Date:	05/27/2026		
Received Date:	05/27/2026	**Lab:**	11001 Hampshire Ave S, Bloomington, MN
Tested Date:	05/27/2026	**Tested By:**	Streier, Jim

Laboratory Data

Sieve Size	Passing (%)	Specification
9.5 mm (3/8 inch)	100	
4.75 mm (No. 4)	99	
2 mm (No. 10)	97	
850 µm (No. 20)	92	
425 µm (No. 40)	84	
250 µm (No. 60)	69	
150 µm (No. 100)	45	
75 µm (No. 200)	20	

Gravel (%)	Sand (%)	Silt & Clay (%)
1	79	20

D10	D30	D60
0	0.087	0.213



Classification: SM Silty sand

General

Results: The test is for informational purposes.

Uncertainty was not taken into account in determining whether the test results meet the requirements. The results included in this report relate only to the items inspected or tested. Sampled per project specifications or industry standards. Also, this report is for the exclusive use of the addressed parties. We assume no responsibility to other parties regarding this report. The information indicated in this report shall not be reproduced, except in full, without prior written approval.

BRAUN INTERTEC
the science you build on
11001 Hampshire Avenue S
Minneapolis, MN 55438
Phone: 952-995-2000

Sieve Analysis Of Soil

ASTM D6913

Report #: BI0590-000004
05/27/2026

Client:
Stonebrooke Engineering, Inc
12279 Nicollet Ave S.
Burnsville, MN 55337

Project:
10007904_001.00.02
Lakeville 215th Street Paving
20941 Kenrick Ave
Lakeville, MN 55044

Sample Information

Sample Number:	730166	**Depth (ft):**	7
Boring Number:	18	**Sampled By:**	Drill Crew
Sample Date:	05/27/2026		
Received Date:	05/27/2026	**Lab:**	11001 Hampshire Ave S, Bloomington, MN
Tested Date:	05/27/2026	**Tested By:**	Streier, Jim

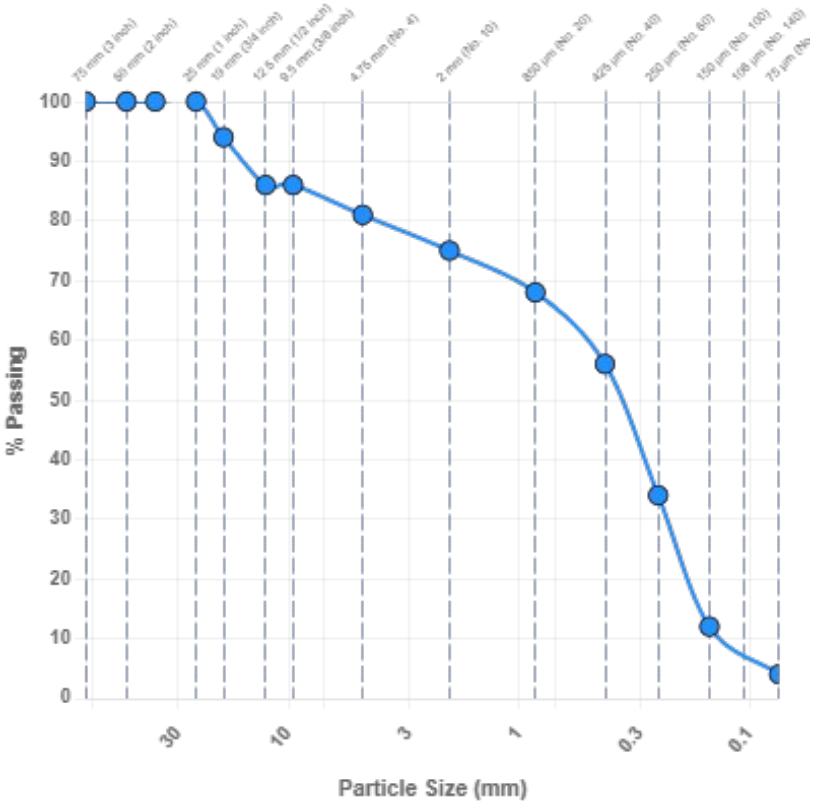
Laboratory Data

Sieve Size	Passing (%)	Specification
25 mm (1 inch)	100	
19 mm (3/4 inch)	94	
12.5 mm (1/2 inch)	86	
9.5 mm (3/8 inch)	86	
4.75 mm (No. 4)	81	
2 mm (No. 10)	75	
850 µm (No. 20)	68	
425 µm (No. 40)	56	
250 µm (No. 60)	34	
150 µm (No. 100)	12	
75 µm (No. 200)	4	

Gravel (%)	Sand (%)	Silt & Clay (%)
19	77	4

D10	D30	D60
0.098	0.232	0.567

C_U	C_C
5.79	0.97



Classification: SP Poorly graded sand with gravel

General

Results: The test is for informational purposes.

Uncertainty was not taken into account in determining whether the test results meet the requirements. The results included in this report relate only to the items inspected or tested. Sampled per project specifications or industry standards. Also, this report is for the exclusive use of the addressed parties. We assume no responsibility to other parties regarding this report. The information indicated in this report shall not be reproduced, except in full, without prior written approval.

This concludes the

Feasibility Report

for

215th Street Improvement Project

Paving & Utilities

Prepared by

Stonebrooke Engineering

City of Lakeville

6/30/2026

Date: 8/3/2026

Palmer Crossing Preliminary Plat

Proposed Action
Staff recommends adoption of the following motion: Move to approve a resolution approving the Palmer Crossing preliminary plat

Overview
Representatives of Poehling Family Companies have applied for a preliminary plat to allow the development of a 24-lot, one outlot single-family subdivision to be known as Palmer Crossing. The property is 10 acres in area, located at 7880 202nd Street, south of 202nd St (CSAH 50), north of Gresham Way, and east of Hamburg Avenue.

The proposed site is zoned RST-2, Single-and-Two Family zoning. The RST-2 zoning allows for single family, two-family and townhome developments. The proposed single-family residential development is consistent with the zoning designation and the guided land use in the comprehensive plan.

The Planning Commission held a public hearing at their July 23, 2026 meeting to consider the preliminary plat. There was one written comment received and one public comment who was concerned about the additional traffic and road connections.The Planning Commission unanimously recommended approval of the preliminary plat of Palmer Crossing. The plans have been reviewed by the Engineering Division, Environmental Resources, and Dakota County Plat Commission.

Supporting Information
1. Resolution & PC Minutes
2. Planning Report-Location Map- Zoning Map-Prelim Plat-Existing Conditions
3. Site - Grading- Erosion Plans
4. Tree Pres- Landscaping- Ghost Plat- DACO letter
5. Engineering Report

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

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 26-_____

RESOLUTION APPROVING THE PRELIMINARY PLAT OF PALMER CROSSING

WHEREAS, Poehling Family Companies has requested approval of the preliminary plat of 24 single-family lots and one outlot to be known as **PALMER CROSSING,** legally described as:

> The East 568.65 feet of the West 859.05 feet of the North 766.00 feet of the SW1/4 of the NE1/4, Section 28, Township 114, Range 20, according to the Government Survey thereof Dakota County, Minnesota

WHEREAS, the Planning Commission held a public hearing at their July 23, 2026 meeting, preceded by notice as required by the Subdivision Ordinance; and

WHEREAS, the Planning Commission unanimously recommended approval of the preliminary plat; and

WHEREAS, the preliminary plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

PALMER CROSSING preliminary plat is approved subject to the following conditions:

1. Implementation of the recommendations listed in the July 15, 2026 planning and engineering reports.
2. Park dedication shall be satisfied with a cash contribution paid with the final plat.
3. Outlot A shall be deeded to the City with the final plat.
4. The Developer shall construct five-foot-wide concrete sidewalks as required by city code.

ADOPTED by the Lakeville City Council on this 3rd day of August 2026.

CITY OF LAKEVILLE

_____

Luke M. Hellier, Mayor

ATTEST:

_____

Taylor Snider, Deputy Clerk

Drafted By:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

CITY OF LAKEVILLE
PORTION OF
PLANNING COMMISSION MEETING MINUTES
July 23, 2026

Item. 5d. Palmer Crossing

DRAFT

5d. Palmer Crossing

Chair Zimmer opened the public hearing to consider the application of Poehling Family Companies, LLC. (PFC Builders) for a preliminary plat of a 24-lot single-family subdivision located at 7880 202nd Street to be known as Palmer Crossing.

Nick Poehling of PFC Builders introduced the project and provided some background on their current activities in Lakeville.

Community Development Director Tina Goodroad presented the staff report. The property is 10 acres and is zoned RST-2 Single and Two Family Residential District; all of the proposed lots meet the minimum requirements of the district. Gresham Way was stubbed to the property with the Aspen Grove development as access to 202nd Street (CSAH 50) is not permitted by Dakota County. The tree inventory identifies trees for removal while the landscape plan includes a buffer along 202nd Street (CSAH 50) as well as along the stormwater pond within the development. Staff recommends approval of the Palmer Crossing preliminary plat.

Chair Zimmer opened the hearing for public comment.

Jennifer Klinkner– 7947 204th Street - Resides adjacent to the proposed subdivision and expressed concerns about the increased traffic, given the number of children who live in the area. Asked if a traffic study was completed and if direct access to County Road 50 instead of Gresham Way was a consideration. Asked for clarification on what trees were identified for preservation on the site.

Motion was made by Traffas, seconded by Tinsley to close the public hearing at 6:52 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission:

Ms. Goodroad noted that Dakota County manages access to 202nd Street (CSAH 50) and that a traffic study was not required given the relatively small number of units included in the preliminary plat. She also clarified what trees were identified for preservation and indicated that the tree replacement proposal presented by the developer meets the City's requirements for replacement.

Commissioner Kaluza asked if the roads for the existing neighborhood to the south were constructed to accommodate this number of homes. Ms. Goodroad confirmed that they were. Commissioner Kaluza expressed his support for the development and feels that it fits well with the existing developments in the area.

Commissioner Traffas inquired about the residential building moratorium and asked staff for comment on this application moving forward under the moratorium. Ms. Goodroad explained that projects submitted before the moratorium took effect were exempted from the moratorium and could continue through the review process.

Motion was made by Kaluza, seconded by Swaney to recommend to City Council approval of the Preliminary Plat for Palmer Crossing.

Ayes: Kaluza, Swaney, Tinsley, Traffas, Zimmer

Nays: 0

DRAFT

City of Lakeville
Community Development

Memorandum

To: Planning Commission

From: Heather Botten, Senior Planner

Date: July 15, 2026

Subject: Packet Material for the July 23, 2026 Planning Commission Meeting

Agenda Item: Palmer Crossing Preliminary Plat

Action Deadline: August 15, 2026

BACKGROUND

Representatives of Poehling Family Companies have applied for a preliminary plat to allow the development of a 24 lot, one outlot single-family subdivision to be known as Palmer Crossing. The property is 10 acres in area, located at 7880 202nd Street which is south of 202nd St (CSAH 50), north of Gresham Way, and east of Hamburg Avenue.

The Palmer Crossing preliminary plat plans have been reviewed by the Engineering Division, Environmental Resources, and Dakota County Plat Commission.

EXHIBITS

A. Location Map
B. Zoning Map
C. Preliminary Plat
D. Existing Conditions
E. Site Plan
F. Grading, Drainage, & Erosion Control Plan
G. Tree Preservation Plan
H. Landscape Plan
I. Ghost Plat
J. Plat Commission Letter dated May 20, 2026

PLANNING ANALYSIS

Existing Conditions. The property currently has a single-family home on it that was built in 1991 along with accessory buildings that will be removed prior to development.

Consistency with the Comprehensive Plan. The Palmer Crossing property is located in Planning District 5 of the 2040 Comprehensive Plan. The subject site is guided Low-Medium Density Residential (LMDR), which anticipates small lot single family development of 3.01 to 5.0 units per acre. The proposed plat has a density of 3.1 units per acre.

The Palmer Crossing preliminary plat is currently zoned RST-2, Single-and-Two Family zoning. The RST-2 zoning allows for single family, two-family and townhome development. The proposed residential development is consistent with the zoning designation and comprehensive plan guiding.

Adjacent Land Uses. The adjacent land uses and zoning are as follows:

North – Single family homes (RST-2) and 202nd St/CSAH 50; guided LMDR
East – Single family home (RST-2); guided LMDR
South – Single family homes (RS-4); guided LMDR
West – Single family homes (RST-2); guided LMDR

Consistency with the Capital Improvement Plan (CIP). City streets, sanitary sewer and water improvements for the area of Palmer Crossing will be financed and constructed by the Developer. The development costs associated with the Palmer Crossing development are not programmed in the 2025– 2029 CIP.

Premature Subdivision Criteria. A preliminary plat may be deemed premature if any of the criteria listed in Chapter 10-2-4-1 of the Subdivision Ordinance exist. Eligible criteria pertain to a lack of adequate: drainage, water, streets, sanitary sewer, and public service capacity (police and fire protection). The other pertinent criteria pertain to inconsistencies with the City Comprehensive Land Use and Capital Improvement Plans (discussed above). Staff review of the Palmer Crossing preliminary plat against these criteria finds that it is not a premature subdivision.

MUSA. The proposed plat area is located within the current MUSA.

Density. The Palmer Crossing preliminary plat consists of 24 single-family home lots on 10 acres. This results in a gross density of 2.4 units per acre. Excluding arterial street right-of-way (0.98 acres) and the outlot (1.3 acres) the net lot size is 7.72 acres with a density of 3.1 units per acre.

Lot Requirements. The following are the minimum requirements for single family home lots in the RST-2 District:

	Lot Area	Lot Width	Lot Depth
Interior Lot	7,500 SF	55 feet	
Corner Lot	9,520 SF	70 feet	
Buffer Yard Lots			150 feet

The proposed lots shown on the preliminary plat range from 8,450 square feet to 18,791 square feet. Lot widths range from 65 feet to 109 feet, and the buffer yards have a minimum depth of 150 feet, complying with the minimum lot size requirements.

Lot Setbacks. The following minimum setbacks are required for single family homes in the RST-2 District:

Front Yard	Rear Yard	Side Yard	
		Interior	ROW
25 ft garage face 20 ft building	30 feet 50 (buffer yard)	7 feet	20 feet, 30 feet (buffer yard)

The proposed lots shown on the preliminary plat have sufficient area to accommodate a single-family home.

Maximum Building Coverage. Single family home lots in the RST-2 District are subject to a maximum building coverage of 40% of the lot.

Garage Area. The minimum width of each garage must be 22 feet while the minimum area of the garage is 480 square feet, to comply with the requirements of Section 11-18-7.D. All calculations are based on interior dimensions.

Outlots. There is one proposed outlot totaling 1.3 acres in the Palmer Crossing preliminary plat. The use of the proposed outlots is for stormwater management and shall be deeded to the City with the final plat.

Tree Preservation. A tree preservation plan was submitted by the Developer that identifies 1,833 diameter inches of significant trees on site. The tree preservation plan proposes to remove 1,311 inches (71.5%), which is above the 40% removal threshold for residential developments. Tree replacement for the site is the equivalent of 184.5 inches of new trees to be planted with the development. The proposed landscape plan and tree preservation tables meet the requirements of the ordinance. All 'save' trees that are damaged or removed during construction must be replaced per the requirements of the tree preservation ordinance.

Landscaping. Lots 1-5 Block 1 are required to have rear yard buffer landscaping as they are adjacent to CSAH 50. A variety of plantings are proposed along the rear property line in two rows to provide the required landscape buffer.

The plan also shows a front yard tree for each lot, as required by the Zoning Ordinance. While the locations of front yard trees are determined at the time of planting based on the home's location on the lot, underground utilities, etc. they must remain out of drainage and utility easements.

Streets. Palmer Crossing is south of and adjacent to 202nd St./CSAH 50, a minor arterial roadway. There will not be a new access point on 202nd Street. The development will be accessed from Gresham Way, an existing local street. The development also includes the construction of "Street A", designed as a local roadway with a temporary cul-de-sac. Additional street information is outlined in the Engineering Division memorandum dated July 15, 2026.

All streets meet the minimum width and design requirements of the Subdivision Ordinance.

Sidewalks/Trails. The Developer will construct a five-foot-wide concrete sidewalk along the east side of Gresham Way up to Street A where the cul-de-sac starts. A sidewalk is also required along one of the sides of Street A as this will be a future road if or when the lot to the east develops.

Plat Commission. The Dakota County Plat Commission reviewed the preliminary plat at their May 20, 2026 meeting and recommended approval of the plat.

Grading, Drainage, Erosion Control, and Utilities. Grading, drainage, erosion control, and utility plans have been submitted with the preliminary plat and are discussed in more detail in the July 15, 2026 engineering report. A copy of the report is attached for your review. The Engineering Division recommends approval of Palmer Crossing preliminary plat and development plans subject to the comments outlined in the engineering report.

Wetlands. A wetland delineation was completed for the site that determined there are three farmed wetland areas within the project boundary. The developer is proposing to impact 2,076 sf of wetland with the development. The developer must submit a wetland replacement plan for review and approval to the City prior to any grading.

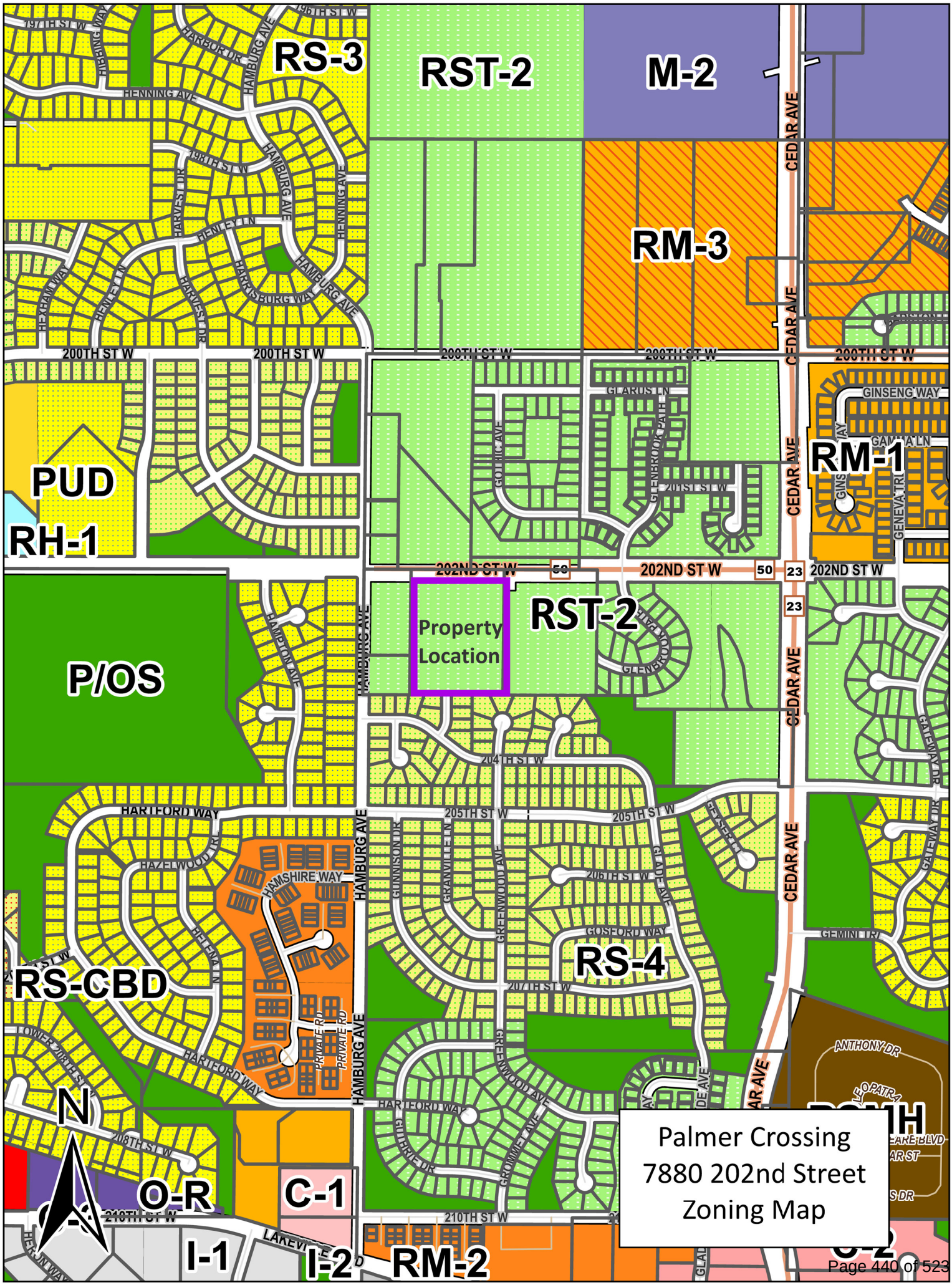
Park Dedication. The 2015 Parks, Trails, and Open Space Plan does not identify a park location in this area. The park dedication requirement will be satisfied through park dedication fees to be paid with the final plat.

RECOMMENDATION

Community Development Department staff recommends approval of the Palmer Crossing preliminary plat subject to the following stipulations:

1. Implementation of the recommendations listed in the July 15, 2026 engineering report.
2. Park dedication shall be satisfied with a cash contribution paid with the final plat.
3. The Developer shall construct five-foot-wide concrete sidewalk as required by city code.
4. Outlot A shall be deeded to the City with the final plat.

Palmer Crossing
7880 202nd Street
Location Map



Palmer Crossing
7880 202nd Street
Zoning Map

RESERVE AT CEDAR CREEK
OUTLOT B

C.S.A.H. NO. 50 (202ND STREET WEST)

N89°56'55"E 568.67

C.S.A.H. NO. 50 (202ND STREET WEST)

HAMBURG AVENUE

N00°24'10"E 766.02

GRESHAM WAY

222.86

S00°24'10"W 766.02

OUTLOT A
56682 S.F.

STREET A
310.54

S89°56'55"W 568.67

ASPEN GROVE

GRESHAM WAY

ASPEN GROVE SECOND ADDITION

SCALE IN FEET
0 50 100

PROPERTY DESCRIPTION

The East 568.65 feet of West 859.05 feet of North 766.00 feet of Southwest Quarter of Northeast Quarter of Section 28, Township 114, Range 20, Dakota County, Minnesota.

ZONING INFORMATION

CURRENT ZONING:	RST-2 (SINGLE-FAMILY RESIDENTIAL)
PROPOSED ZONING:	RST-2 (SINGLE-FAMILY RESIDENTIAL)

SITE DATA

GROSS AREA	10.00 ACRES
LOTS	24 LOTS
GROSS DENSITY (TOTAL UNITS/GROSS AREA)	2.40 D.U./ACRE
NET DENSITY (TOTAL UNITS/(GROSS AREA-OUTLOT-C.S.A.H. NO. 50)	3.11 D.U./ACRE
LOTS	6.02 ACRES
R.O.W.	2.68 ACRES
EXISTING ROADS (C.S.A.H. NO. 50)	(0.98 ACRES)
SUBDIVISION ROADS	(1.70 ACRES)
OUTLOT	1.30 ACRES
TOTAL	10.00 ACRES

MINIMUM SETBACKS (SINGLE FAMILY)

FRONT (HOUSE)	20 FEET
FRONT (GARAGE)	25 FEET
SIDE (HOUSE & GARAGE)	7 FEET
SIDE (STREET)	20 FEET
REAR	30 FEET
REAR YARD ABUTTING C.S.A.H. NO. 50	50 FEET
REAR YARD FOR ANY OPEN AND UNCOVERED TERRACES, STEPS, DECKS, AND STOOPS	20 FEET

MINIMUM LOT REQUIREMENTS

LOT SIZE - INTERIOR	7,500 S.F.
LOT SIZE - CORNER	9,520 S.F.
LOT WIDTH - INTERIOR	55 FEET
LOT WIDTH - CORNER	70 FEET
MAXIMUM BUILDING COVERAGE	40%

LOTS DATA

NO. OF LOTS	24 LOTS
SMALLEST LOT SIZE	8,450 S.F.
LARGEST LOT SIZE	18,791 S.F.
AVERAGE LOT SIZE	10,919 S.F.

HILL INCORPORATED
2999 WEST C.R. 42, SUITE 100
BURNSVILLE, MN 55306
PHONE: 952-890-6044
marcus@mnhill.com
www.mnhill.com

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.

Reg.No.

Date:

PRELIMINARY

PALMER CROSSING
LAKEVILLE, MINNESOTA

PRELIMINARY PLAT
FOR
TRADITION DEVELOPMENT
16972 BRANDT JEN FARM DRIVE, LAKEVILLE, MN 55044

DRAWN BY
PLM

DATE
2/3/2026

REVISIONS

CAD FILE
24331PP.dwg

PROJECT NO.
24331-00

7.0

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LEGEND

- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND FIBER OPTIC
- EXISTING UNDERGROUND GAS
- EXISTING OVERHEAD POWER
- EXISTING CLEANOUT
- EXISTING CURB STOP
- EXISTING ELECTRIC METER
- EXISTING ELECTRIC TRANSFORMER BOX
- EXISTING POWER POLE
- EXISTING TELEPHONE BOX
- EXISTING TELEVISION BOX
- EXISTING WELL
- EXISTING VAULT
- EXISTING CURB & GUTTER
- EXISTING RETAINING WALL
- EXISTING FENCE
- EXISTING CONTOUR
- EXISTING AIR CONDITIONER
- EXISTING FLAGPOLE
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING TREELINE/TREES
- SB-1 EXISTING SOIL BORING LOCATION
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL
- EXISTING WETLAND
- EXISTING FLOODPLAIN - ZONE AE
- EXISTING FLOODPLAIN - 0.2% CHANCE

Know what's **below.** **Call** before you dig.

SCALE IN FEET
0 50 100

HILL INCORPORATED
2999 WEST C.R. 42, SUITE 100
BURNSVILLE, MN 55306
PHONE: 952-890-6044
rosberg@mnhill.com
www.mnhill.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.

RICK L. OSBERG

PRELIMINARY

Date: 04/14/2026 Reg.No. 22746

PALMER CROSSING
LAKEVILLE, MINNESOTA

EXISTING CONDITIONS
FOR
POEHLING FAMILY COMPANIES, LLC
9910 189TH STREET WEST, LAKEVILLE, MN 55044

DRAWN BY
JSO

DATE
02/20/2026

REVISIONS

2026-04-15 CITY COMMENTS
2026-06-10 CITY COMMENTS
2026-07-01 CITY COMMENTS

CAD FILE
24331EXC

PROJECT NO.
24331

1.1

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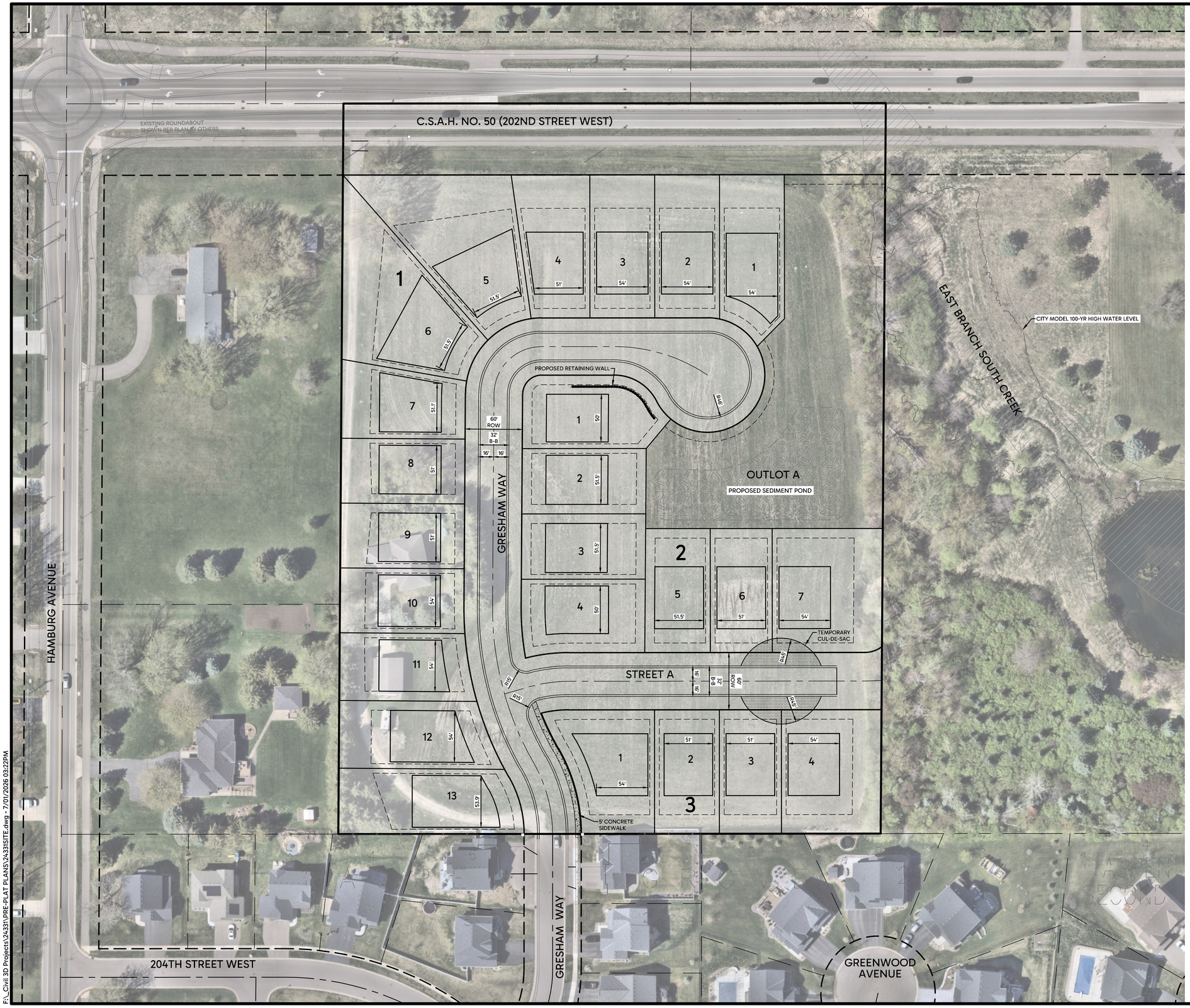

LEGEND

- EXISTING CURB & GUTTER
- EXISTING RETAINING WALL
- EXISTING FENCE
- EXISTING FLAGPOLE
- EXISTING SIGN
- EXISTING TREELINE/TREES
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL
- EXISTING FLOODPLAIN - ZONE AE
- EXISTING FLOODPLAIN - 0.2% CHANCE
- PROPOSED CURB & GUTTER
- PROPOSED CONCRETE
- PROPOSED SEDIMENT POND
- PROPOSED MAINTENANCE ACCESS

ZONING INFORMATION

CURRENT ZONING:	RST-2 (SINGLE-FAMILY RESIDENTIAL)
PROPOSED ZONING:	RST-2 (SINGLE-FAMILY RESIDENTIAL)

SITE DATA

GROSS AREA	10.00 ACRES
LOTS	24 LOTS
GROSS DENSITY (TOTAL UNITS/GROSS AREA)	2.40 D.U./ACRE
NET DENSITY (TOTAL UNITS/(GROSS AREA-OUTLOT-C.S.A.H. NO. 50)	3.11 D.U./ACRE
LOTS	6.02 ACRES
R.O.W.	2.68 ACRES
EXISTING ROADS (C.S.A.H. NO. 50)	(0.98 ACRES)
SUBDIVISION ROADS	(1.70 ACRES)
OUTLOT	1.30 ACRES
TOTAL	10.00 ACRES

MINIMUM SETBACKS (SINGLE FAMILY)

FRONT (HOUSE)	20 FEET
FRONT (GARAGE)	25 FEET
SIDE (HOUSE & GARAGE)	7 FEET
SIDE (STREET)	20 FEET
REAR	30 FEET
REAR YARD ABUTTING C.S.A.H. NO. 50	50 FEET
REAR YARD FOR ANY OPEN AND UNCOVERED TERRACES, STEPS, DECKS, AND STOOPS	20 FEET

MINIMUM LOT REQUIREMENTS

LOT SIZE - INTERIOR	7,500 S.F.
LOT SIZE - CORNER	9,520 S.F.
LOT WIDTH - INTERIOR	55 FEET
LOT WIDTH - CORNER	70 FEET
MAXIMUM BUILDING COVERAGE	40%

LOTS DATA

NO. OF LOTS	24 LOTS
SMALLEST LOT SIZE	8,450 S.F.
LARGEST LOT SIZE	18,791 S.F.
AVERAGE LOT SIZE	10,919 S.F.

811 Know what's below. Call before you dig.

SCALE IN FEET
0 50 100

HILL INCORPORATED
2999 WEST C.R. 42, SUITE 100
BURNSVILLE, MN 55306
PHONE: 952-890-6044
rosberg@mnhill.com
www.mnhill.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.

RICK L. OSBERG

PRELIMINARY

Date: 04/14/2026 Reg.No. 22746

PALMER CROSSING
LAKEVILLE, MINNESOTA

OVERALL SITE PLAN

FOR
POEHLING FAMILY COMPANIES, LLC
9910 189TH STREET WEST, LAKEVILLE, MN 55044

DRAWN BY
JSO

DATE
02/20/2026

REVISIONS

2026-04-15 CITY COMMENTS
2026-06-10 CITY COMMENTS
2026-07-01 CITY COMMENTS

CAD FILE
24331SITE

PROJECT NO.
24331

1.3

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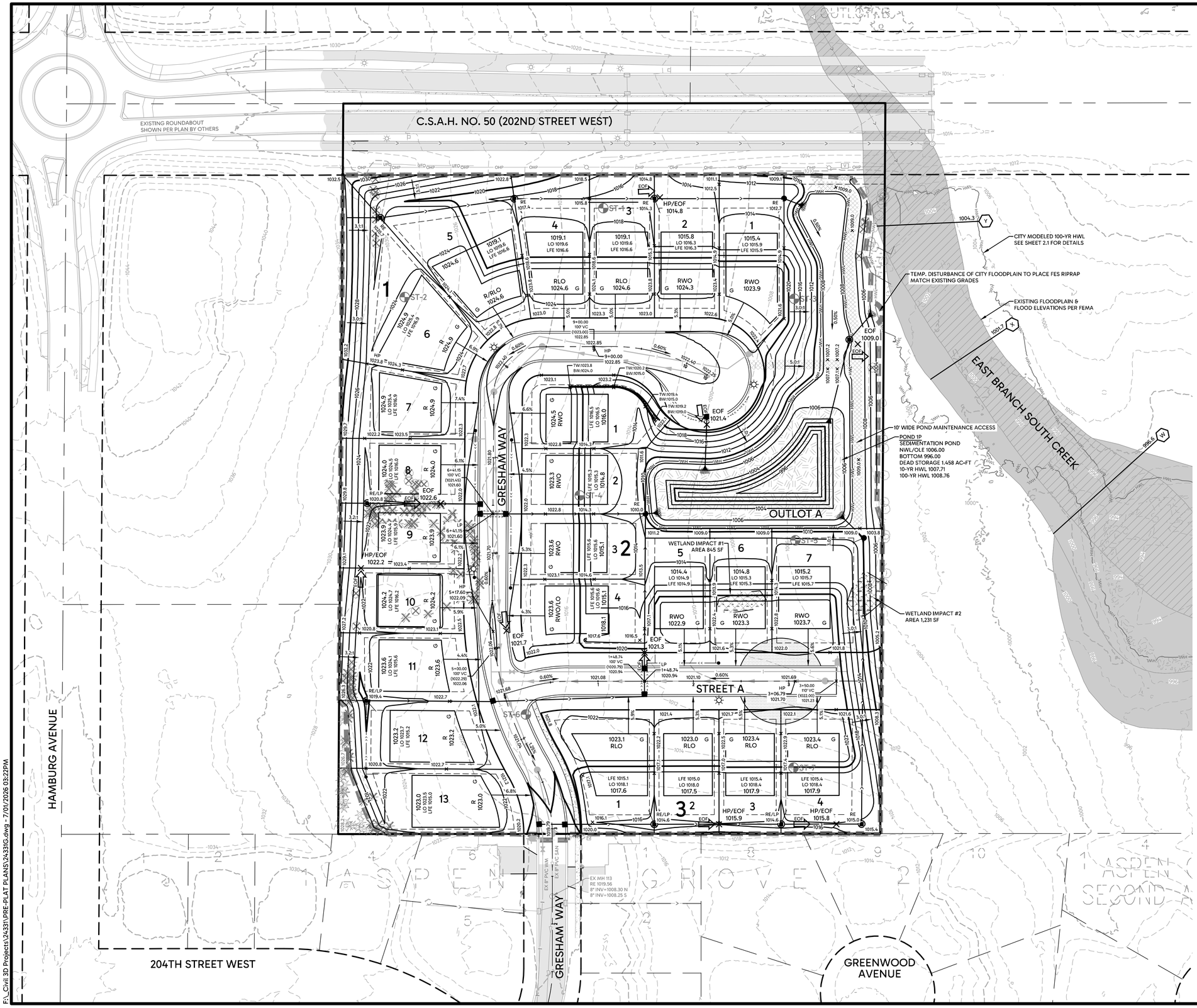

LEGEND

- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND FIBER OPTIC
- EXISTING UNDERGROUND GAS
- EXISTING OVERHEAD POWER
- EXISTING CLEANOUT
- EXISTING CURB STOP
- EXISTING ELECTRIC METER
- EXISTING ELECTRIC TRANSFORMER BOX
- EXISTING POWER POLE
- EXISTING TELEPHONE BOX
- EXISTING TELEVISION BOX
- EXISTING WELL
- EXISTING VAULT
- EXISTING CURB & GUTTER
- EXISTING RETAINING WALL
- EXISTING FENCE
- EXISTING CONTOUR
- EXISTING AIR CONDITIONER
- EXISTING FLAGPOLE
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING TREELINE/TREES
- SB-1 EXISTING SOIL BORING LOCATION
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL
- EXISTING WETLAND
- EXISTING FLOODPLAIN - ZONE AE
- EXISTING FLOODPLAIN - 0.2% CHANCE
- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED CURB & GUTTER
- 923 PROPOSED CONTOUR
- PROPOSED GRADING LIMITS
- PROPOSED CONCRETE
- PROPOSED SEDIMENT POND
- PROPOSED MAINTENANCE ACCESS

PROPOSED CONTOUR — 922
SURFACE DRAINAGE
PROPERTY LINE
SUGGESTED GARAGE SIDE
FINISHED ELEVATION AT LOT CORNER
CENTERLINE (℄)
LOT NUMBER — 6
EXISTING CONTOUR — 920
FINISHED GRADE ELEVATION — 923.0
LOWEST OPENING ELEVATION — LO 923.5
LOWEST FLOOR ELEVATION — LFE 919.5
RECOMMENDED HOUSE TYPE — RLO
DRAINAGE & UTILITY EASEMENT — G 927.5
TYPICAL FRONT YARD SETBACK (HOUSE) — 926.0 / 925.5
PVI ELEVATION AT VERTICAL CURVE — (925.50)
100' ℄ STATION — 1
FINISHED ℄ GRADE — 925.50

TYPICAL LOT

Know what's below. Call before you dig.

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RICK L. OSBERG — Date: 04/14/2026 — Reg.No. 22496

PRELIMINARY

PALMER CROSSING
LAKEVILLE, MINNESOTA
GRADING & DRAINAGE PLAN
FOR
POEHLING FAMILY COMPANIES, LLC
9910 189TH STREET WEST, LAKEVILLE, MN 55044

DRAWN BY	JSO
DATE	02/20/2026
REVISIONS	
2026-04-15 CITY COMMENTS	
2026-06-10 CITY COMMENTS	
2026-07-01 CITY COMMENTS	
CAD FILE	24331G
PROJECT NO.	24331
	2.0

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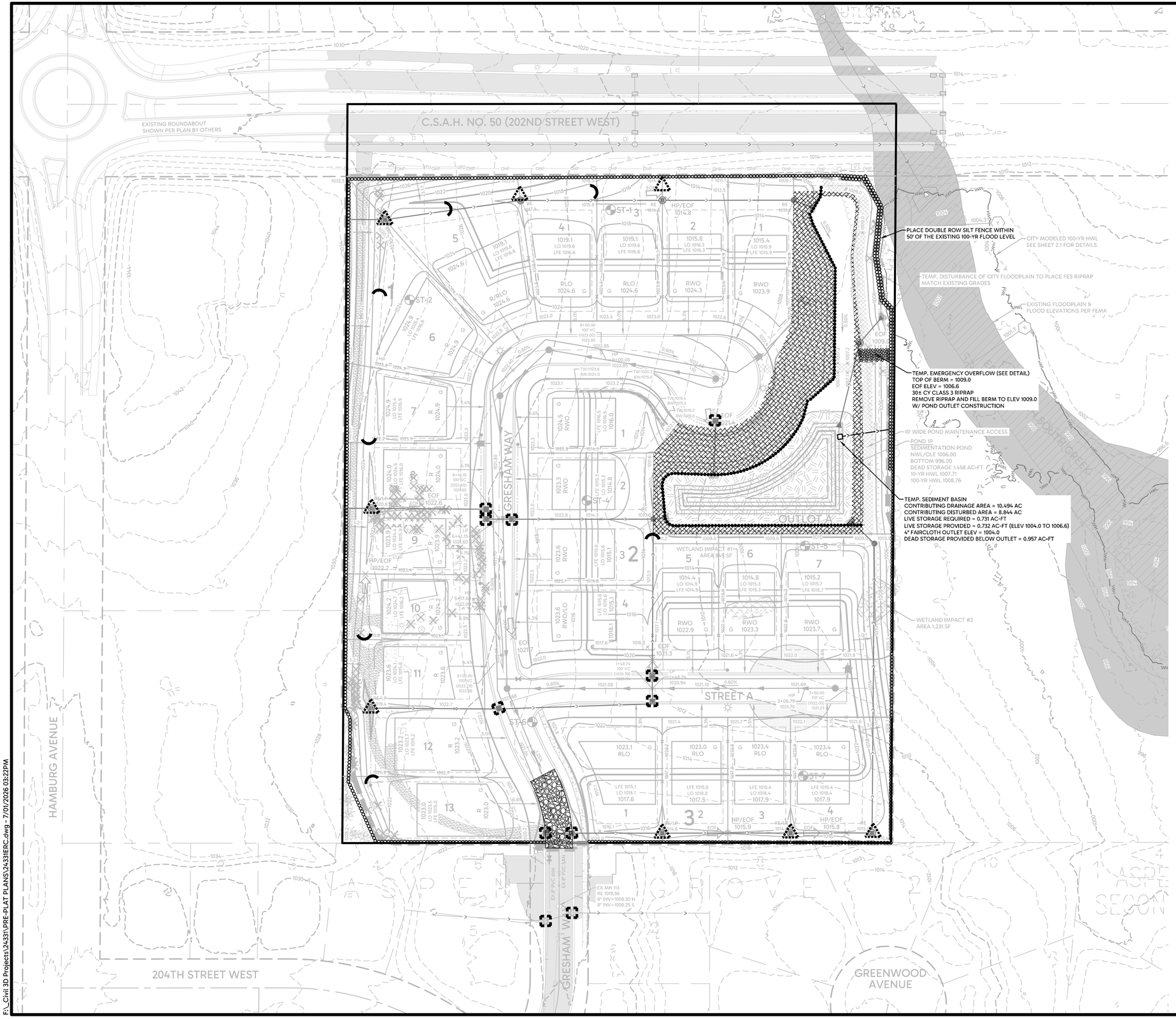
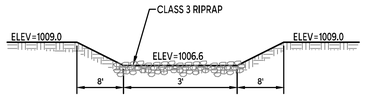


LEGEND

- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND FIBER OPTIC
- EXISTING OVERHEAD POWER LINE
- EXISTING LIGHT POLE
- EXISTING MANHOLE (ELECTRIC)
- EXISTING TRANSFORMER
- EXISTING TELEPHONE PEDESTAL
- EXISTING TV PEDESTAL
- EXISTING VAULT
- EXISTING CURB & GUTTER
- EXISTING FENCE
- EXISTING CONTOUR
- EXISTING SIGN
- EXISTING TREELINE/TREES
- EXISTING SOIL BORING LOCATION
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING FLOODPLAIN - ZONE AE
- EXISTING FLOODPLAIN - 0.2% CHANCE
- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- PROPOSED WATER SERVICE
- PROPOSED STORM SEWER
- PROPOSED CURB & GUTTER
- PROPOSED CONTOUR
- PROPOSED GRADING LIMITS
- PROPOSED EMERGENCY OVERFLOW
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS SURFACE
- PROPOSED SEDIMENT BASIN
- PROPOSED SILT FENCE
- PROPOSED SILT FENCE POST CONSTRUCTION
- PROPOSED WIMCO OR EQUAL POST STORM SEWER CONSTRUCTION
- PROPOSED YARD CB INLET PROTECTION POST STORM SEWER CONSTRUCTION
- PROPOSED DITCH CHECK - POST GRADING/UTILITY CONSTRUCTION
- PROPOSED TEMPORARY ROCK CONSTRUCTION ENTRANCE
- PROPOSED EROSION CONTROL BLANKET



POND 1P TEMP. EMERGENCY OVERFLOW

NOTES

1. RESPREAD A MIN. 6" TOPSOIL ON ALL AREAS HAVING FINAL STABILIZATION OF SEED & MULCH, TURF AND LANDSCAPING.
2. RESTORE DISTURBED AREAS "MESIC INSLOPE" GENERAL SEED MIX, SOD OR EQUAL, UNLESS OTHERWISE NOTED.
3. IF SEDIMENT TRACKING OCCURS, INSTALL INLET PROTECTION IN NEARBY CATCH BASINS ALONG THE HAUL ROUTE.
4. INSTALL EROSION CONTROL BLANKET ON 3:1 SLOPES UPGRADIENT OF THE PONDING AREA.

Know what's **below.** **Call** before you dig.

SCALE IN FEET
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HILL INCORPORATED
2999 WEST C.R. 42, SUITE 100
BURNSVILLE, MN 55306
PHONE: 952-890-6044
rosberg@mnhill.com
www.mnhill.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.

RICK L. OSBERG, PE
Date: 04/14/2026 Reg.No. 22746

PRELIMINARY

PALMER CROSSING
LAKEVILLE, MINNESOTA

EROSION & SEDIMENT CONTROL PLAN
FOR
POEHLING FAMILY COMPANIES, LLC
9910 189TH STREET WEST, LAKEVILLE, MN 55044

DRAWN BY
JSO

DATE
02/20/2026

REVISIONS
2026-04-15 CITY COMMENTS
2026-06-10 CITY COMMENTS
2026-07-01 CITY COMMENTS

CAD FILE
24331ERC

PROJECT NO.
24331

5.0

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LEGEND

- EXISTING TREE
- REMOVE TREE
- EXISTING TREE (OFF-SITE)
- GRADING/DISTURBANCE LIMITS
- PROPOSED SILT FENCE

NOTES

1. TREE DATA PROVIDED BY MIDWEST NATURAL RESOURCES, INC. ON 2/16/2025.
2. SILT FENCE SHALL BE USED AS TEMPORARY TREE PROTECTION.

HILL INCORPORATED
2999 WEST C.R. 42, SUITE 100
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www.mnhill.com

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PRELIMINARY

RICKL. OSBERG Date: 04/14/2026 Reg.No. 22746

PALMER CROSSING
LAKEVILLE, MINNESOTA

TREE PRESERVATION PLAN
FOR
POEHLING FAMILY COMPANIES, LLC
9910 189TH STREET WEST, LAKEVILLE, MN 55044

DRAWN BY	JSO
DATE	02/20/2026
REVISIONS	
2026-04-15 CITY COMMENTS	
2026-06-10 CITY COMMENTS	
2026-07-01 CITY COMMENTS	
CAD FILE	24331TP
PROJECT NO.	24331
	3.1

811 Know what's below. Call before you dig.

SCALE IN FEET
0 50 100

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PALMER CROSSING

PRELIMINARY LANDSCAPE PLANS

LANDSCAPE SHEET INDEX:

L1.0	Title Sheet
L1.1	Landscape Plan
L2.0	Notes and Details

SURVEYOR + CIVIL ENGINEER:

HILL INCORPORATED

PLANNERS / ENGINEERS / SURVEYORS
2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244

LANDSCAPE CALCULATIONS:

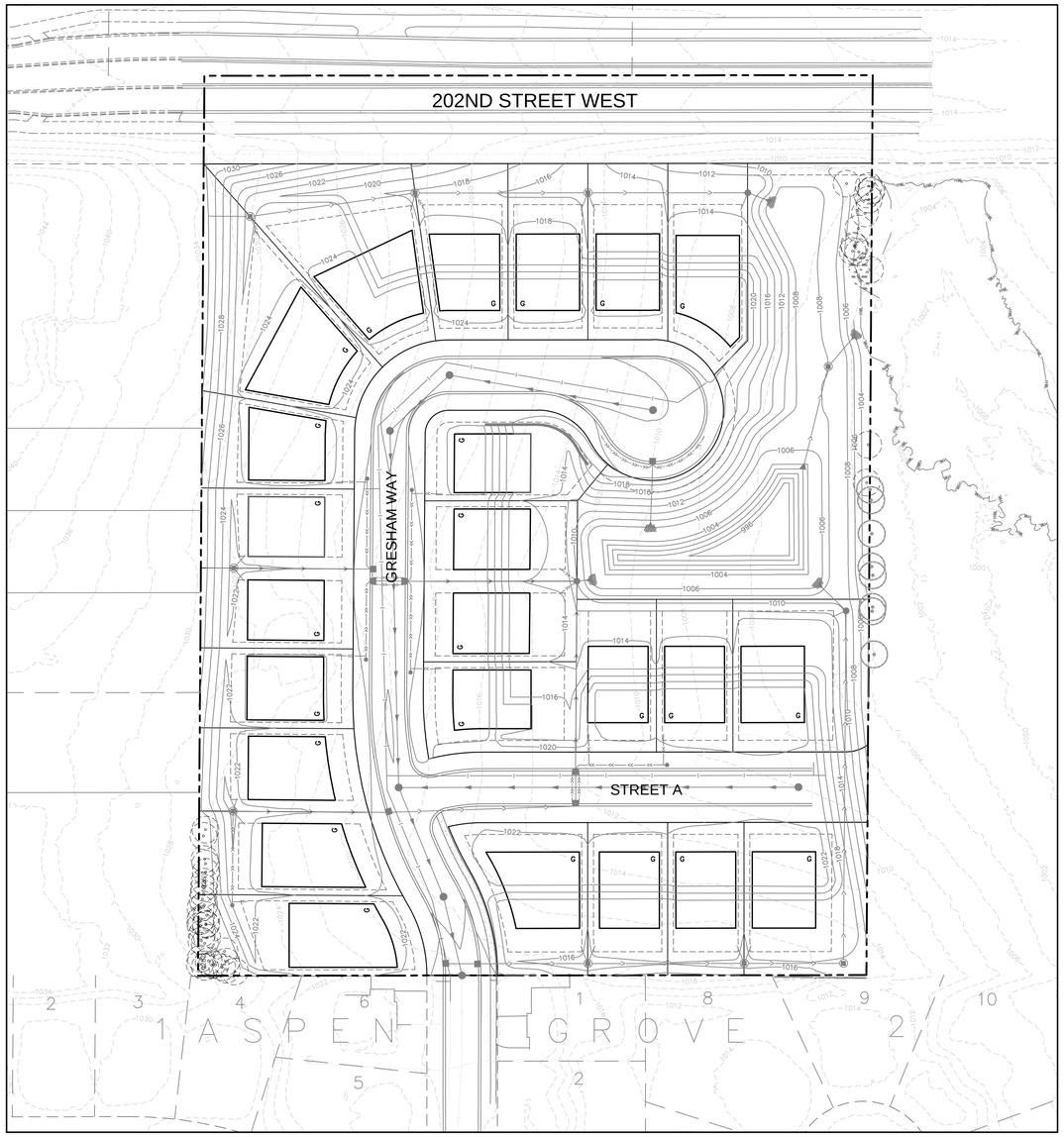
Total No. of Single Family Dwelling Units:	24
Total Lot Trees Required: (24 Lots x 2 Trees):	48
Additional Trees Required for Corner Lots:	03
Total Lot Trees Required:	51
Total Lot Trees Shown:	51
Total Developer Trees Shown:	76
Total Developer Shrubs Shown:	44
Total Trees Proposed:	127
Required Tree Replacement (In Inches)	184.5"
Mitigation Trees Shown (In Inches)	184.5"

** SEE CIVIL PLANS FOR FULL TREE INVENTORY AND REMOVALS **

CITY OF LAKEVILLE LANDSCAPE REQUIREMENTS:

- Provide Two (2) Trees Per Lot
- Developer to Install all Front Yard Trees (overstory), Minimum (1) Per Lot
- Developer will install all Rear Yard Trees (understory), Minimum (1) Per Lot

Minimum New Tree Sizes:
- Coniferous: 8-Feet Tall
- Deciduous Overstory shade tree: 2.5" Caliper
- Deciduous Understory Ornamental Tree: 2" Caliper



OVERALL LANDSCAPE PLAN:

NORTH

GENERAL NOTES:

1. See Civil Engineer's plans for grading layout and dimensions. Actual locations of trees may vary, depending on final location of driveways and utilities.
2. Contractor to coordinate any work in the city right-of-way with the City of Lakeville Public Works Department.
3. See Civil plans for additional requirements regarding the site plan layout.
4. Place a minimum of 6" topsoil or slope dressing on all areas disturbed by construction, including right-of-way boulevards, unless specified otherwise.
5. Sod all disturbed areas except plant beds and areas noted to receive seed per civil plans.
6. See Civil Engineer's Plans for utility locations.
7. Irrigation plan to be design-build per lot by landscape contractor.
8. Protect existing trees to remain during construction.
9. Storm basin area seeding per civil engineer's plans.
10. See Sheet L2.0 for Landscape Notes and Details.

CITY OF LAKEVILLE SCREENING REQUIREMENTS:

11-21-9: REQUIRED SCREENING AND LANDSCAPING:

B: Landscaping: Required landscaping for new residential subdivisions and commercial, industrial or institutional uses shall include plantings at the property perimeter, off street parking perimeter landscaping and interior landscape plantings as well as required residential buffer yard or transitional buffer zone plantings.

TREE DIVERSITY MATRIX:

BOTANICAL GENUS:	QUANTITY	% OF TOTAL	CLASSIFICATION
Acer sp.	12	9%	Deciduous Shade Tree
Betula sp.	6	5%	Deciduous Shade Tree
Celtis sp.	4	3%	Deciduous Shade Tree
Gleditsia sp.	3	2%	Deciduous Shade Tree
Quercus sp.	4	3%	Deciduous Shade Tree
Tilia sp.	2	2%	Deciduous Shade Tree
Ulmus sp.	4	3%	Deciduous Shade Tree
Aesculus sp.	9	7%	Deciduous Ornamental Tree
Maackia sp.	10	8%	Deciduous Ornamental Tree
Malus sp.	8	6%	Deciduous Ornamental Tree
Syringa sp.	8	6%	Deciduous Ornamental Tree
Abies sp.	14	11%	Coniferous Tree
Juniperus sp.	16	13%	Coniferous Tree
Picea sp.	16	13%	Coniferous Tree
Pinus sp.	11	9%	Coniferous Tree
TOTAL TREES:	127		

TREE PRESERVATION PLANS: REFER TO SHEETS C800 - C802
PLANT SCHEDULE: REFER TO SHEET L1.1

811 Know what's below. Call before you dig.

CALYX
CALYX DESIGN GROUP
Landscape Architecture - Planning
475 Cleveland Ave. N | Suite 101A
Saint Paul, MN 55104
651.788.9018 | www.calyxdesigngroup.com

HILL INCORPORATED
PLANNERS / ENGINEERS / SURVEYORS
2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244

I certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

PRELIMINARY

Print Name: Brian Alghurbani, PLA
Signature:
Date:
License No.: 60467

PALMER CROSSING
LAKEVILLE, MINNESOTA
LANDSCAPE TITLE SHEET
FOR
POEHLING FAMILY COMPANIES, LLC
9910 189TH STREET WEST, LAKEVILLE, MN 55044

DRAWN BY
AL

DATE
06/10/2026

REVISIONS

REV. PER CITY COMMENTS	07/07/2026

PROJECT NO.
26-116

SHEET NO.
L1.0

LANDSCAPE PLAN:

* SEE CIVIL PLANS FOR FULL TREE INVENTORY AND REMOVALS *

LANDSCAPE LEGEND:

Existing Tree To Remain | Developer Planted Trees | Developer Planted Shrubs

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
EVERGREEN TREES						
	AB	Abies balsamea	Balsam Fir	8` Hgt.	B&B	14
	JV	Juniperus virginiana	Eastern Red Cedar	8` Hgt.	B&B	16
	PD	Picea glauca `Densata`	Black Hills Spruce	8` Hgt.	B&B	16
	PS2	Pinus strobus	White Pine	8` Hgt.	B&B	11
ORNAMENTAL TREES						
	AO	Aesculus glabra	Ohio Buckeye	2" Cal.	B&B	9
	MA	Maackia amurensis	Amur Maackia	2" Cal.	B&B	10
	MS	Malus x `Spring Snow`	Spring Snow Crab Apple	2" Cal.	B&B	8
	SI	Syringa reticulata `Ivory Silk`	Ivory Silk Japanese Tree Lilac	2" Cal.	B&B	8
OVERSTORY TREES						
	AR	Acer rubrum	Red Maple	2.5" Cal.	B&B	4
	AS	Acer x freemanii `Sienna`	Sienna Glen Maple	2.5" Cal.	B&B	4
	AA	Acer x freemanii 'Jeffersred'	Autumn Blaze® Freeman Maple	2.5" Cal.	B&B	4
	BR	Betula nigra	River Birch (Single Stem)	2.5" Cal.	B&B	6
	CO	Celtis occidentalis	Common Hackberry	2.5" Cal.	B&B	4
	GD	Gleditsia triacanthos inermis 'Draves' TM	Street Keeper Honey Locust	2.5" Cal.	B&B	3
	QB	Quercus bicolor	Swamp White Oak	2.5" Cal.	B&B	4
	TL	Tilia americana	American Linden	2.5" Cal.	B&B	2
	UA	Ulmus x `Accolade`	Accolade Elm	2.5" Cal.	B&B	4
SHRUBS						
	Cg	Cornus racemosa	Gray Dogwood	5 gal. (Min. 24" Hgt.)	Pot	17
	CL	Cotoneaster lucidus	Shiny Cotoneaster	5 gal. (Min. 24" Hgt.)	Pot	17
	SV	Syringa vulgaris	Common Lilac	5 gal. (Min. 24" Hgt.)	Pot	10

SCALE IN FEET
0 100 200
1 inch = 40 feet

GENERAL NOTES:

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9. Storm basin area seeding per civil engineer's plans.
10. See Sheet L2.0 for Landscape Notes and Details.

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PRELIMINARY

Print Name: Brian Aanenson, PLA
Signature:
Date:
License No.: 43467

PALMER CROSSING
LAKEVILLE, MINNESOTA
LANDSCAPE PLAN
FOR
POEHLING FAMILY COMPANIES, LLC
9910 189TH STREET WEST, LAKEVILLE, MN 55044

DRAWN BY
AL

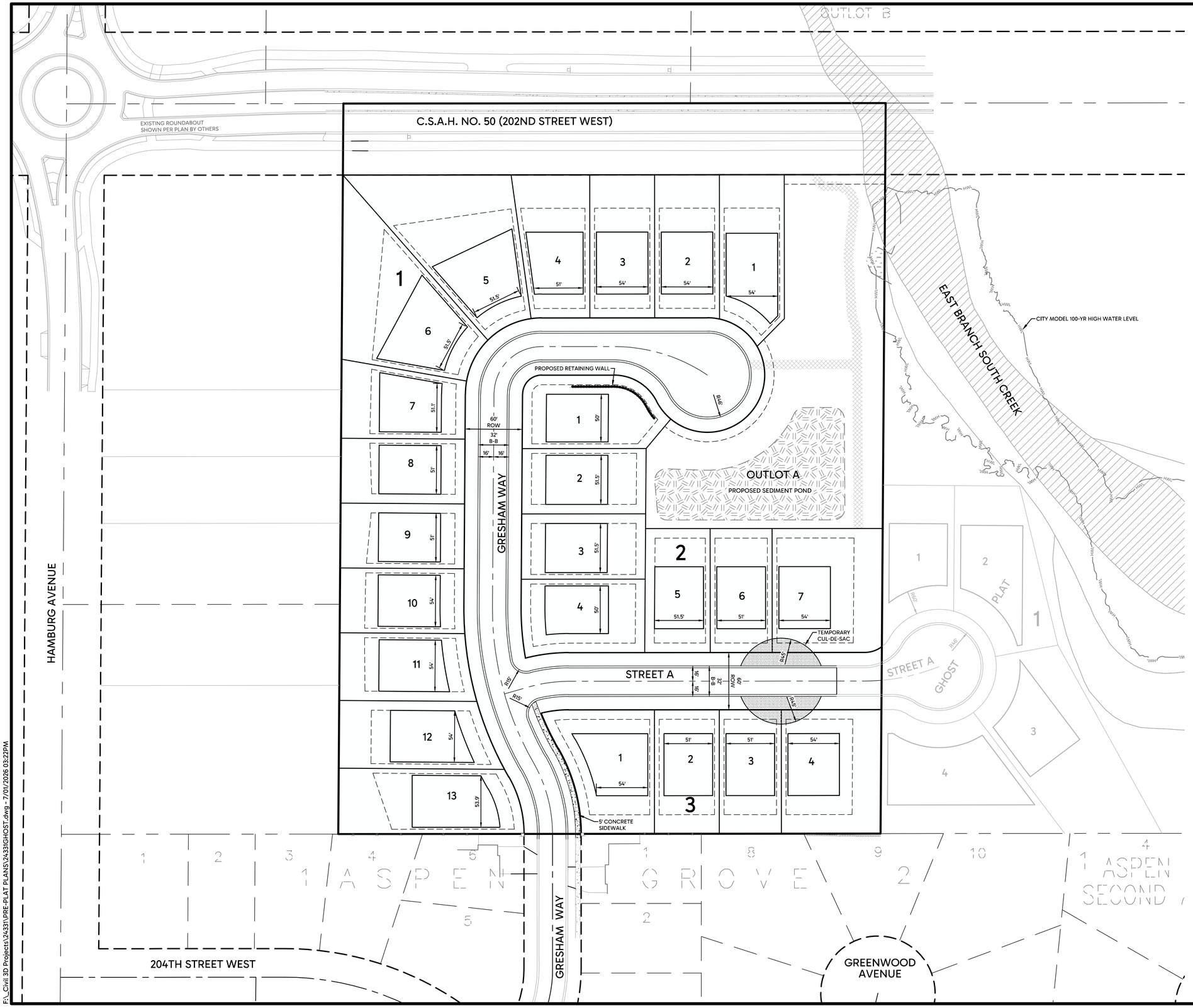
DATE
06/10/2026

REVISIONS

REV. PER CITY COMMENTS	07/07/2026

PROJECT NO.
26-116

SHEET NO.
L1.1



LEGEND

- EXISTING CURB & GUTTER
- EXISTING RETAINING WALL
- EXISTING FENCE
- EXISTING FLAGPOLE
- EXISTING SIGN
- EXISTING TREELINE/TREES
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL
- EXISTING FLOODPLAIN - ZONE AE
- EXISTING FLOODPLAIN - 0.2% CHANCE
- PROPOSED CURB & GUTTER
- PROPOSED CONCRETE
- PROPOSED SEDIMENT POND
- PROPOSED MAINTENANCE ACCESS

ZONING INFORMATION

CURRENT ZONING:	RST-2 (SINGLE-FAMILY RESIDENTIAL)
PROPOSED ZONING:	RST-2 (SINGLE-FAMILY RESIDENTIAL)

SITE DATA

GROSS AREA	10.00 ACRES
LOTS	24 LOTS
GROSS DENSITY (TOTAL UNITS/GROSS AREA)	2.40 D.U./ACRE
NET DENSITY (TOTAL UNITS/(GROSS AREA-OUTLOT-C.S.A.H. NO. 50)	3.11 D.U./ACRE
LOTS	6.02 ACRES
R.O.W.	2.68 ACRES
EXISTING ROADS (C.S.A.H. NO. 50)	(0.98 ACRES)
SUBDIVISION ROADS	(1.70 ACRES)
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REAR YARD FOR ANY OPEN AND UNCOVERED TERRACES, STEPS, DECKS, AND STOOPS	20 FEET

MINIMUM LOT REQUIREMENTS

LOT SIZE - INTERIOR	7,500 S.F.
LOT SIZE - CORNER	9,520 S.F.
LOT WIDTH - INTERIOR	55 FEET
LOT WIDTH - CORNER	70 FEET
MAXIMUM BUILDING COVERAGE	40%

LOTS DATA

NO. OF LOTS	24 LOTS
SMALLEST LOT SIZE	8,450 S.F.
LARGEST LOT SIZE	18,791 S.F.
AVERAGE LOT SIZE	10,919 S.F.

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SCALE IN FEET
0 50 100

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PHONE: 952-890-6044
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www.mnhill.com

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RICK L. OSBERG
Date: 04/14/2026 Reg.No. 22746

PRELIMINARY

PALMER CROSSING
LAKEVILLE, MINNESOTA
OVERALL SITE PLAN
W/ GHOST PLAT
FOR
POEHLING FAMILY COMPANIES, LLC
9910 189TH STREET WEST, LAKEVILLE, MN 55044

DRAWN BY
JSO

DATE
02/20/2026

REVISIONS
2026-04-15 CITY COMMENTS
2026-06-10 CITY COMMENTS
2026-07-01 CITY COMMENTS

CAD FILE
24331GHOST

PROJECT NO.
24331

1.4

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Dakota County Surveyor's Office

Western Service Center · 14955 Galaxie Avenue · Apple Valley, MN 55124
952.891-7087 · Fax 952.891-7127 · www.co.dakota.mn.us

May 20, 2026

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **PALMER CROSSING**

The Dakota County Plat Commission met on May 20, 2026, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 50 (202nd St. W.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The proposed site includes 24 residential lots. The right-of-way needs along CSAH 50 are 75 feet of half right of way, which have been met. There is no access shown to CSAH 50. Restricted access should be shown along all of CSAH 50. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

The city street (Street A) connects to the eastern boundary for future development to the east.

The Plat Commission has approved the preliminary and final plat, provided that the described conditions are met, and will recommend approval to the County Board of Commissioners on June 23, 2026.

Traffic volumes on CSAH 50 are 3,978 ADT and are anticipated to be 7,300 ADT by the year 2040. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

Todd B. Tollefson
Secretary, Plat Commission

c: Matt Ostdiek (PFC Builders) and Rick Osberg (MN Hill, Inc.)

City of Lakeville
Public Works – Engineering Division

Memorandum

To: Heather Botten, Senior Planner

From: Chloe Anderson, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director
Zach Jorgensen, City Forester

Copy: Zach Johnson, City Engineer
Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Dave Mathews, Building Official

Date: July 15, 2026

Subject: Palmer Crossing

- Preliminary Plat Review
- Preliminary Erosion and Sediment Control Plan Review
- Preliminary Grading and Drainage Plan
- Preliminary Utility Plan Review
- Preliminary Tree Preservation Plan Review

BACKGROUND

Poehling Family Companies, LLC has submitted a preliminary plat named Palmer Crossing. The proposed subdivision is located south of and adjacent to 202nd Street W (CSAH 50), north of Gresham Way, and east of Hamburg Avenue.

The parent parcel is identified as PID No 220280001018, currently zoned RST-2.

The preliminary plat consists of twenty-four (24) lots within three (3) blocks and one (1) outlot on 10.00 acres.

The outlot created with the preliminary plat shall have the following use:

Outlot A: Stormwater management basin; to be deeded to the City (1.30 acres)

The proposed development will be completed by:

Developer:	Poehling Family Companies, LLC
Engineer/Surveyor:	Hill Incorporated

SITE CONDITIONS

The Palmer crossing site consists of undeveloped land with one pre-existing homestead and accessory building(s) that will be demolished prior to site development. Three farmed wetland areas have been identified within the site. Existing topography generally slopes from west to east, directing runoff towards the East Branch of South Creek. An overhead utility line is located adjacent to the north property line of the parent parcel.

Existing public infrastructure is located adjacent to the site, including watermain, sanitary, and storm sewer facilities.

EASEMENTS

There are no public easements with the City that are required to be vacated with the final plat. There is right-of-way that is to be vacated with the final plat. There is an existing 15-inch storm sewer line within the proposed right-of-way vacation area. Perimeter drainage and utility easements shall be provided with the preliminary and final plat in accordance with City Ordinance requirements.

SPECIAL ASSESSMENTS

No special assessments have been identified related to the subject preliminary plat boundary.

STREET AND SUBDIVISION LAYOUT

202nd Street W (CSAH 50)
Palmer Crossing is located south of and adjacent to 202nd Street W, a Minor Arterial roadway as identified in the City's Comprehensive Transportation Plan. 202nd Street W adjacent to the site is a two-lane divided roadway. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 75-feet adjacent to the plat, which has been met. The preliminary plat was reviewed by the Dakota County Plat Commission at its May 20th, 2026 meeting.

Gresham Way
The site is located north of Gresham Way, a local roadway. Gresham Way is currently constructed as a 30-foot-wide urban roadway with sidewalk facilities consistent with City standards. Development of Palmer Crossing includes the extension of Gresham Way at the existing northern terminus, proposed to terminate into a cul-de-sac. This street will be

constructed to City standards within dedicated right-of-way and will provide access to adjacent residential lots.

Street A
Development includes the construction of Street A, designed as local roadway with a temporary cul-de-sac. This street will be constructed to City standards within dedicated right-of-way and will provide access to adjacent lots.

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

Development does not include the grading or restoration of public trails.

The park dedication requirement for the parent parcels has not been collected and shall be satisfied through a cash contribution that shall be paid with the final plat.

UTILITIES

SANITARY SEWER

Palmer Crossing is located within sub-district SC-44 of the South Creek sanitary sewer district as identified in the City's Comprehensive Sewer Plan.

Development includes the extension of 8-inch public sanitary sewer through the site to serve the proposed lots. The wastewater from the proposed site will be conveyed by City-owned sanitary sewer facilities to the Elko/New Market interceptor and then to the Empire Wastewater Treatment Plant. The existing City-owned downstream facilities are adequate to convey the wastewater generated by the proposed development.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and must be paid with the final plat.

Final locations and sizes of all sanitary sewer facilities will be reviewed by City staff with the final plat, building permit application and final construction plans.

WATERMAIN

Development includes the extension of 8-inch public watermain through the site to provide water service to the subdivision.

The Lateral Watermain Charge has not been collected on the parent parcels and must be paid with the final plat.

Final locations and sizes of all watermain facilities will be reviewed by City staff with the final plat, building permit application and final construction plans.

OVERHEAD LINES

An overhead electric transmission line and poles are located along the south side of 202nd Street W, on the parent parcel. The Developer will be required to remove the poles and place the utilities underground when the preliminary plat is developed, consistent with the City's Public Ways and Property Ordinance, or provide a security for their share of the costs to bury the overhead utility adjacent to the plat.

DRAINAGE AND GRADING

The site is located within subdistrict SC-053 of the South Creek District of the City's Comprehensive Water and Natural Resources Management Plan.

Development includes the construction of one (1) publicly owned and maintained stormwater management basin. The stormwater management system will treat runoff generated from the proposed subdivision and shall be designed consistently with City requirements with the final plat. The basin will be located in Outlot A, which will be deeded to the City with the final plat. A stormwater maintenance agreement (SMA) will be required with the final plat.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building permits will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

Palmer Crossing contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required by the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

STORM SEWER

Development of Palmer Crossing includes the construction of public storm sewer systems to collect and convey runoff from public right-of-way and lots to the stormwater management basin within Outlot A.

Drain tile construction is required in areas of non-granular soils within the development for the street sub-cuts and lots. Any additional drain tile construction, including perimeter drain

tile required for building footings, which is deemed necessary during construction shall be the Developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent 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 building permit application and final construction plans.

RESIDENTIAL BUFFER YARD REQUIREMENTS

202nd St W (CSAH 50) is classified as a Minor Arterial roadway per the City's Transportation Plan. Buffer yards, including berming and/or plantings of a sufficient density to provide a visual screen and buffer a minimum of ten feet in height, shall be provided adjacent to this roadway consistent with the Zoning Ordinance. A certified as-built grading plan of required berms must be approved by the City prior to installation of buffer plantings.

FEMA FLOODPLAIN ANALYSIS

The development is shown on the Flood Insurance Rate Map (FIRM #27037C0213E effective 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

A wetland delineation was reviewed and approved for the site on 6/29/2026. The wetland delineation identified three farmed wetland areas within the project. The developer is proposing to impact 2,076 sf of wetland with the development. The developer must submit a wetland replacement plan for review and approval to the City prior to any grading.

TREE PRESERVATION

The tree preservation plan for Palmer Crossing identifies 1,833 diameter inches of significant trees onsite. As a residential district, the tree removal threshold is 40%, or 733.2 inches. Plans propose to remove 1,311 diameter inches (71.5%) which is above the threshold. The tree replacement requirement for this site is 184.5 diameter inches of new tree planting which is met by the buffer and screening trees as shown on the landscape plan dated 7/7/2026. The tree preservation and replanting plans meet the requirements of the ordinance.

All trees identified for preservation shall be protected with appropriate tree protection fencing and measures installed prior to, and maintained throughout, construction. Any trees to be preserved that are damaged or removed during construction will require replacement in accordance with the Tree Preservation Ordinance (11-21-11).

EROSION CONTROL

The Developer is responsible for obtaining an MPCA Construction Permit for the site prior to construction. The SWPPP has been reviewed by the city and revisions are needed prior to any grading on the site. The SWPPP will need to be submitted and approved by City staff prior to start of any activity on the site. Changes made throughout construction should be documented in the SWPPP.

Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures require shall be installed and maintained by the Developer.

RECOMMENDATION

Engineering recommends approval of the Palmer Crossing preliminary plat, grading and erosion control plan, utility plan and tree preservation plan, subject to the requirements and stipulations within this report.

Date: 8/3/2026

Ordinance Amending Title 10 and Title 11 of the City Code and Summary Ordinance for Publication

Proposed Action
Staff recommends adoption of the following motion: Move to approve an ordinance amending Title 10 and Title 11 of the City Code and a summary ordinance for publication.

Overview
Community Development Department staff recommends approval of an ordinance amending Title 10 (Subdivisions) and Title 11 (Zoning) of the City Code as presented. The proposed amendments are primarily related to performance and development standards in residential and industrial zoning districts. A memo has been prepared detailing all the updates.

The Planning Commission held a public hearing on the proposed ordinance amendment at their July 23, 2026 meeting. There was one public comment. The Planning Commission unanimously recommended approval of the ordinance amendment.

Supporting Information
1. Annual Zoning Update 2026 memo
2. Zoning Annual Update redline ordinance
3. Zoning Annual Update clean ordinance
4. Zoning Annual Update summary ordinance
5. July 23, 2026 draft Planning Commission meeting minutes

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development
Report Completed by: Tina Goodroad, Community Development Director

3601 Thurston Avenue
Anoka, MN 55303
763.231.5840
TPC@PlanningCo.com

MEMORANDUM

TO: Community Development Director Tina Goodroad
Planning Manager Kris Jenson

FROM: D. Daniel Licht

DATE: 16 July 2026

RE: Lakeville – Zoning Ordinance; Annual Review

TPC FILE: 135.01

BACKGROUND

The Community Development Department initiates an annual review of the Zoning Ordinance, Subdivision Ordinance, and/or City Code to address issues identified in the course of ongoing administration of the City's development regulations and review of development applications. City staff and our office have collaborated to draft proposed amendment language addressing topics identified by City staff for review in 2026. The proposed amendments are attached to this memorandum with deleted text ~~stricken~~ and added text shown as double underlined.

The Planning Commission reviewed the proposed amendments at a work session on 24 June 2026. City staff took questions and comments regarding the proposed amendments, and, following the work session, proceeded to prepare final ordinance language. A public hearing to consider amendments to the Zoning Ordinance and Subdivision Ordinance has been noticed for the Planning Commission meeting on 23 July 2026.

Exhibits:

- Draft ordinance

ANALYSIS

Required Garages. Section 10-4-2.M and Section 10-4-3.S.4.b(2) of the Subdivision Ordinance address lot and street design standards requiring either construction of, or space for, a three car attached garage on single family lots. In 2025, to proactively address Missing Middle Housing issues, the Zoning Ordinance was amended to remove those requirements. These provisions of the Subdivision Ordinance are likewise proposed to be repealed.

City staff has further identified provisions within Section 11-17-9.F and Section 11-17-23 of the Zoning Ordinance addressing requirements for providing space or construction of three car attached garages. These provisions are either redundant of other sections of the Zoning Ordinance or were not repealed with the Missing Middle Housing changes in 2025. The draft ordinance amendment repeals these sections.

Definitions: The following are proposed amendments of Section 11-2-2 of the Zoning Ordinance related to definitions:

- The City Attorney identified that the current definition of residential care facilities included in the Zoning Ordinance should be revised to align with current statue language.

- The Zoning Ordinance is to be amended to include definitions for data centers and data center campus uses as a basis for establishing allowances and regulations for data centers by zoning district.

Non-Conforming Lots. Section 11-15-9 of the Zoning Ordinance establishes provisions regulating development of non-conforming lots. The current regulations include that abutting non-conforming undeveloped lots of record must be combined or, at a minimum, considered as one lot for zoning purposes. This requirement is mandated for shoreland-regulated properties, but outside of the Shoreland Overlay District it is a local policy choice.

The Zoning Ordinance also establishes provisions by which non-conforming lots may be developed or redeveloped subject to approval of a Conditional Use Permit. From City staff's perspective, if any non-conforming lot of record meets the requirements established by the Zoning Ordinance for development or redevelopment, then the improvements should be allowed notwithstanding ownership of one or more abutting lots.

In reviewing this section of the Zoning Ordinance regarding a proposal for non-conforming platted lots within the Orchard Lake area, City staff also identified a circular reference within the Zoning Ordinance related to minimum lot area for unsewered parcels. Section 11-15-9.C requires that lots without access to public sewer must comply with the minimum lot area requirement established by Section 11-17-19 of the Zoning Ordinance. However, if the lot in question is non-conforming due to lot area for an unsewered lot, the non-conforming lot provisions of the Zoning Ordinance do not provide opportunity for a reasonable use except by variance. To address this circumstance, the provisions of Section 11-15-9.C of the Zoning Ordinance are proposed to include minimum standards for lot area (one acre) and adequate area for installation of a Subsurface Sewage Treatment System in accordance with Minnesota Rules to be deemed to be buildable.

Building Height. Section 11-7-7.D of the Zoning Ordinance includes an exception from building height limits for "church spires and crosses or other symbols as an element of the principal building". From a land use regulation standpoint, the term "church" is outdated. City staff has revised this section of the Zoning Ordinance to restate the exemption as "belfries, cupolas, domes, and spires that do not contain usable space" as part of an overall reorganization of the listing of structures exempt from building height limits.

Deck Setbacks. Section 11-17-11 of the Zoning Ordinance outlines application of setback requirements to buildings within a lot. Included in these provisions are allowed encroachments into principal building setbacks for open decks. The extent of the allowed encroachment is based upon whether the deck is up

to a height of 30 inches above grade or if it is higher when attached at the first level of a home having a lookout or walkout basement. As currently adopted, any deck greater than 30 inches above grade is subject to the same setbacks as the principal building with the intent of not having an elevated deck overlook adjacent properties to maintain privacy. However, the smaller lot area and depth of the RS-4 and RST-2 Districts makes compliance with the same setback requirement not practical. The deck setback requirement is also in conflict with the need for decking around above-ground pools. City staff recommends allowing the rear yard setback of a deck more than 30 inches above grade to be 10 feet to allow greater flexibility and options for homeowners to determine the size and location of a deck within their properties.

Accessory Buildings. The City has been processing numerous requests for conditional use permits to allow construction of accessory buildings for single family properties greater than the limits established by Section 11-18-9.D of the Zoning Ordinance. Almost all these requests are being approved by the Planning Commission and City Council suggesting it would be appropriate to amend the Zoning Ordinance to allow greater accessory building area than currently established. City staff has discussed this idea, but not yet prepared language for consideration by the Planning Commission. This will be addressed as part of a future Zoning Ordinance amendment.

Off-Street Parking. Proposed amendments of Chapter 19 of the Zoning Ordinance establishing requirements for off-street parking include:

- Repeal of Section 11-16-5 of the Zoning Ordinance that duplicates an existing provision in Chapter 19 regarding required access to a public street.

- Revised language clarifying the number of off-street parking spaces required for motor fuel facilities by Section 11-19-13.A of the Zoning Ordinance.

- Section 11-19-13.A includes an off-street parking space requirement for auto repair uses established after 17 March 2003, but no standard for uses in place prior to that date. The existing language reflects an amendment in 2003 whereby non-retail uses in commercial districts were required to provide parking necessary for a retail use in anticipation of future changes in occupancy. The proposed draft ordinance establishes an off-street parking space requirement specific to auto repair uses existing prior to March 17, 2003.

- The City in 2025 adopted a provision requiring a Conditional Use Permit for any proposed commercial off-street parking area that had more than 125 percent of the number of parking spaces required by the Zoning Ordinance. The intent of the requirement was to encourage appropriately sized off-street parking areas to maximize the use of property, minimize initial investment and maintenance costs, and reduce impervious surfaces. City staff has found the limit on maximum number of off-street parking spaces to be impractical to administer on a case-by-case basis to the extent that it can hinder economic development efforts. The Planning Commission agreed and recommended that the requirement establishing a maximum number of off-street parking spaces be repealed.

Residential Buffer Yards. The Zoning Ordinance has been amended to establish minimum lot requirements for single family dwellings within the RST-2 District based on the standards of the RS-4 District and made even smaller for detached townhouse dwellings. Section 11-21-9.E of the Zoning Ordinance establishes lot width and lot depth requirements increased over the base district

requirements for lots abutting major collector or arterial streets to allow for planting a residential buffer yard. The buffer yard lot width standards for RST-2 Districts remain based on the former RS-3 District minimums and are proposed to be reduced to maintain the same minimum building pad width as an interior lot in consideration of the required buffer yard setbacks.

Signs. Proposed amendments of Chapter 23 of the Zoning Ordinance regulating signs include:

- Clarification that the maximum area of any individual wall sign within a multiple occupancy commercial or industrial building established by Section 11-23-15.R of the Zoning Ordinance is limited to the maximum area of an individual sign for a single occupancy building allowed in the same zoning district.

- Changes to 11-23-15.X of the Zoning Ordinance address timing of approval for installation of permanent subdivision identification signs and the duration that temporary signs are allowed for new development sites.

- City staff recommends repealing the minimum lot area requirement for religious facilities to have dynamic display signs. The remaining regulations requiring an operation license, that the sign be in a yard abutting a major collector or arterial street, and that the sign be set back a minimum of 50 feet from any residential zoning district is sufficient to maintain land use compatibility with surrounding properties.

- The I-3, Special Industrial District designated for Airlake Airport is included within provisions regulating signs for the O-P, I-CBD, I-1, and I-2 Districts.

- Sign standards included for convenience food uses within the M-2 District adopted in Section 11-66-7 of the Zoning Ordinance are to be repealed to reference only the standards in Chapter 23 of the Zoning Ordinance.

Animals. The Zoning Ordinance allows for keeping of chickens on residential properties with approval of an administrative permit. To date, there have been 100 permits issued to allow keeping of chickens. The primary complaint that City staff has received since instituting allowances for chickens is that they are being kept without the required administrative permit. The City Council discussed regulations for keeping chickens on residential properties at a work session. Based on these discussions, City staff is proposing the following changes to Section 11-35-3.C of the Zoning Ordinance:

- The number of allowed chickens is to be increased from three to six birds.

- The revised text specifies that the chickens must be kept within a coop or run.

- Allowed exterior finish materials for the required coop are to be expanded to include painted metal or weather resistant composite materials, in addition to wood.

- Sale of eggs produced by chickens kept upon a property will be allowed subject to use of temporary, unenclosed display areas and signs.

The Planning Commission also discussed keeping bees on residential properties. This use currently requires approval of an interim use permit, which is time and cost prohibitive. The Planning Commission

recommended amending the Zoning Ordinance to allow keeping of bees and apiaries with approval of an administrative permit. City staff has included language in the proposed amendment to effect this change.

Motor Fuel Facilities. City staff is recommending the Planning Commission consider making allowance for motor vehicle fuel sales and including those uses with convenience grocery and/or prepared food (but not including truck stops) within the I-1 District. With the increase in industrial development along the CSAH 70 corridor, there is increased demand for vehicle fuel, both for employee and business vehicles, as well as convenience shopping opportunities. The addition of motor fuel facilities is considered by City staff to be an opportunity to expand retail and service businesses in the area that will be complementary to existing and planned industrial development. Allowance of motor fuel facilities within the I-1 District is to be subject to the same performance standards as apply within the M-1, C-2, C-3, and C-CBD Districts ensuring high standards of development, functional site plans, and adequate consideration of potential negative impacts or compatibility issues through a Conditional Use Permit process.

Secondary Dwelling Units. The Zoning Ordinance makes allowance for multigenerational housing within single family dwellings through an administrative permit within the RS-1, RS-2, RS-3, and RS-4 Districts. To increase the opportunity for property owners to have a secondary dwelling area within their homes, City staff recommends removing the requirement that there be a three-car attached garage with direct access to each stall. The Zoning Ordinance continues to require a minimum number of off-street parking spaces and the City Code addresses limits on on-street parking. Removal of the requirement for a three-car garage will allow the property owner to manage their own parking needs, which in the case of multigenerational housing, may not include having additional drivers within the household. City staff also recommends amending the Zoning Ordinance to allow secondary dwelling units as an allowed use by Administrative Permit within the RS-CBD District as this type of housing is commonly found in older, more traditional city neighborhoods characteristic of Downtown Lakeville.

Private Drive Setbacks. Within the RM and RH Districts, townhouse and multiple family buildings are required to be set back a minimum of 30 feet from the back-of-curb of private drives. To be able to achieve the minimum density required by the Comprehensive Plan, it is necessary to consider reducing the setback between the building and private drive to 20 feet. However, City staff recommends maintaining a minimum 30-foot setback between the back-of-curb of a private drive to a garage face to allow parking on the apron in front of the garage.

RH District Townhouses. Within the RH Districts, townhouses are allowed to be up to six units in a row or twelve units back-to-back. However, as written, the permitted use language does not include the “up to” clause and is to be amended for clarification so as not to require townhouse buildings to be only built six in a row or 12 unit back-to-back.

RH-CBD District. There are single family properties within Downtown Lakeville zoned as RH-CBD District to allow for redevelopment based on the recommendations of the Downtown Development Guide and land uses guided by the 2040 Land Use Plan. As the RH-CBD District does not allow for single family dwellings, the uses are non-conforming. The non-conforming status of the use limits the current property owners’ ability to make desired improvements that would otherwise comply with the Zoning Ordinance standards for single family dwellings in Downtown Lakeville. To remove the non-conforming status, City staff recommends making single family dwellings established before 17 June 2000, when the RH-CBD District was adopted, interim uses within the RH-CBD District. The conditions on the interim use are that the requirements of the RS-CBD District apply to the lot. The interim use permit is terminated

upon redevelopment of the single family property to another permitted or conditional use of the RH-CBD District.

M-2 District Convenience Food. Convenience food uses are allowed in the M-2 District with approval of a conditional use permit. City staff recommends amending the standards applicable to a convenience food use within the M-2 District to establish minimum design standards for a drive through facility, including minimum stacking space and to adopt regulations for menu signs the same as provided for within the C-2, C-3, and M-1 Districts.

O-R District Retail Uses. The O-R District allows for retail sales as a conditional use up to 15 percent of the gross floor area of a building. City staff recommends that the Zoning Ordinance be amended to allow retail sales up to 15 percent of a building's floor area by approval of an Administrative Permit to facilitate the review and approval process for property owners and businesses.

Data Centers. Considerable attention is being given to development of data centers as the demand for these facilities has increased with expansion of internet-based services that has resulted in both more and larger facilities.

- The Zoning Ordinance currently allows data centers as a permitted use within the O-P, I-1, and I-2 Districts.

  The O-P District is no longer considered by City staff to be an appropriate zoning district for data center uses based on it being designated generally adjacent to existing residential neighborhoods and the lot characteristics that are too small for these contemporary facilities.

  Due to potential negative impacts of data centers, including but not limited to noise, exterior lighting, water use, and electric utilities, City staff further recommends that continued allowance of data centers within the City be as a conditional use to allow the City a thorough review process for any specific development. To this end, data centers are to be defined as single building facilities and allowed in only the I-1 District. Data center campuses, defined as multiple building facilities, is not to be included as an allowed use within any zoning district and are therefore prohibited in accordance with Section 11-1-9 of the Zoning Ordinance.

- Allowance of data centers is to be subject to performance standards to address potential negative impacts of the facilities:

  - Data centers and data center campuses would be required to be set back a minimum of 500 feet from CSAH 70, any existing residential use, or any residential zoning district. The setback requirement would also apply from the jurisdictional boundary of the City to avoid any spillover of off-site impacts into adjacent jurisdictions where the City does not control the allowed land use. The intent of the setback requirements further concentrates the location of potential data centers and data center campuses in areas surrounded by other existing or planned industrial uses based on the current 2040 Land Use Plan map.

  - Impacts to electric utilities from a data center or data center campus are largely regulated beyond the City's jurisdiction. However, an application for development of a data center or data center campus would require an energy consumption plan to be submitted to identify electric service needs as represented by the utility provider and

any improvements associated with the proposed use. The need for additional transmission lines to provide service to a proposed facility would also be required to be identified so that the potential impacts of that infrastructure within the scope that cities are allowed to regulate essential services can be evaluated concurrent with the data center proposal. Finally, all electric utility improvements required to serve the proposed data center are to be paid for by the developer.

- Water use for cooling systems is a primary concern for allowance of data centers. An application for development of a data center would include a requirement for a water consumption plan to outline water use requirements for the proposed use and impacts to municipal water supplies and groundwater or surface water resources applicable to Department of Natural Resources review. The standards specify that cooling systems must be a closed-loop system to minimize water use or air-cooling systems must be employed have also been included as a performance standard.

- The cooling systems utilized by data centers create concern regarding potential noise impacts, not only from the sound level but also because the noise is constant.

  An application to develop a data center would require a noise study be submitted that details existing noise levels, outlines noise mitigation to be employed by the facility, and estimates post-development noise levels, which are required to comply with applicable Minnesota Pollution Control Agency standards. A post-development sound study is also to be required to demonstrate the accuracy of the initial study estimates and effectiveness of the noise mitigation once the facility is operational. A provision is included to allow the City to require additional noise studies to verify compliance.

  The setback requirement stated above is also a means of mitigation to ensure separation from uses that may be impacted by noise generated by a data center.

- Data centers may have equipment or facilities that are not fully enclosed within a building. The draft performance standards include a requirement that any equipment or facility not enclosed within a building must be screened using berms, landscaping, fences/walls, or a combination thereof. The required screening is to be to a minimum height of 14 feet and must fully screen the equipment or facilities from adjacent public rights-of-way and from the windows of abutting residential dwellings. Again, the setback requirement established as a performance standard is also intended to be a means of screening a data center from view of major roadways and residential uses.

- The Zoning Ordinance establishes limits for exterior lighting in Section 11-16-17 of the Zoning Ordinance. These standards are increased for data centers to limit the amount of blue light allowed, decrease the maximum intensity of light cast at property lines, and require that exterior lighting be reduced in intensity by 50 percent during overnight hours.

- A decommissioning plan is to be required for the eventual shutdown of a data center and conversion to a different use. The provisions for the decommissioning plan require a security to be provided to ensure that the processes be completed.

Shoreland Overlay District. The following amendments are proposed within Chapter 102 of the Zoning Ordinance regulating lands within the Shoreland Overlay District:

- The City annexed land for Airlake Airport that includes a tributary waterway. The table in Section 11-102-9.B.2 of the Zoning Ordinance designating public waters that are subject to regulation under the Shoreland Overlay District must be updated to include this segment of the tributary.

- The City deals regularly with requests to expand existing homes that were constructed prior to establishment of the Shoreland Overlay District. The Department of Natural Resources' model ordinance for shoreland regulations includes a provision allowing for construction of an open deck onto an existing dwelling not meeting the minimum setback requirement from the Ordinary High Water Level. City staff recommends including these provisions in the Zoning Ordinance, which would allow certain improvements consistent with shoreland standards without application for a variance.

CONCLUSION

The Planning Commission will conduct a public hearing on 23 July 2026 to consider the proposed amendments of the Zoning Ordinance and Subdivision Ordinance. After receiving any comments, the public hearing should be closed. City staff and our office will address any questions or comments from the public hearing or discussion by the Planning Commission. City staff and our office recommend approval of the proposed Zoning Ordinance and Subdivision Ordinance amendments as presented.

ORDINANCE NO._____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE SUBDIVISION ORDINANCE AND ZONING ORDINANCE OF THE LAKEVILLE CITY CODE

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section 10-4-2.M of the Subdivision Ordinance (Design Standards – Lots) is hereby repealed in its entirety and subsequent sections renumbered accordingly.

~~M. Lots Platted After February 16, 1999: All single-family residential lots in the RS-1, RS-2, and RS-3 districts platted after February 16, 1999, shall be designed in consideration of potentials for buildings accommodating three (3) car garages, porches and decks, etc. Said buildings and structures are to be compatible in size and character with the surrounding area.~~

Section 2. Section 10-4-3.S.4.b(2) of the Subdivision Ordinance (Design Standards – Streets and Alleys) is hereby repealed in its entirety and subsequent sections renumbered accordingly.

~~(2) All houses shall have an attached accessory garage of three (3) stalls with corresponding front driveway parking apron. The curb cut opening on the street shall, however, meet established standards.~~

Section 3. Section 10-4-4.A of the Subdivision Ordinance (Design Standards – Easements) is hereby amended to read as follows:

A. Width And Location: An easement for drainage and utilities at least ten feet (10') wide along front and rear lot lines and five feet (5') wide along all abutting side lot lines shall be provided. An easement for drainage and utilities not less than ten feet (10') wide shall be provided adjacent to all plat boundaries when no easement exists on the abutting parcels. If necessary for the extension of main water or sewer lines or similar utilities, easements of greater width may be required along lot lines or across lots.

Section 4. Section 11-2-3 of the Zoning Ordinance (Rules and Definitions – Definitions) is hereby amended to revise the following existing definition:

RESIDENTIAL FACILITY~~, STATE LICENSED~~: ~~Any residential care program, defined by Minnesota Statutes section 245A.02 and~~ A state licensed residential facility, including an assisted living facility under chapter 144G, licensed by the State of Minnesota.

Section 5. Section 11-2-3 of the Zoning Ordinance (Rules and Definitions – Definitions) is hereby amended to add the following definitions alphabetically:

DATA CENTER: A facility within a single building used primarily for the storage, management, processing, and transmission of digital data that houses computer or network equipment, systems, services, appliances, and other associated components related to digital data storage and operations, together with its accessory and appurtenant facilities. A data center may also include offices, air handlers, electric power

generators, water cooling systems, water storage facilities, utility substations, and other associated infrastructure necessary to support sustained operations at the facility.

DATA CENTER CAMPUS: A facility consisting of more than one (1) data center building, but otherwise interconnected by power supply, communication systems, power generation, or other operational systems to form a unified data center facility; this definition may include the terms "technology campus", "cloud computing campus", or similar phrases and terms.

Section 6. Section 11-2-3 of the Zoning Ordinance (Rules and Definitions – Definitions) is hereby amended to repeal the following definition in its entirety:

~~RESIDENTIAL CARE FACILITY: Any residential care program, defined by Minnesota Statutes section 245A.02 and licensed by the State of Minnesota.~~

Section 7. Section 11-15-9.B of the Zoning Ordinance (Non-conforming Buildings, Structures and Uses – Non-Conforming Lots) is hereby amended to read as follows:

B. Required Merger Of Common Ownership Lots: ~~Except as provided for in section 11-102-15 of this title or as may otherwise be allowed pursuant to this chapter,~~

1. If in a group of two (2) or more contiguous lots or parcels of land owned or controlled by the same person, any individual lot or parcel is nonconforming as to lot width, lot area, or lot frontage~~ such individual~~the non-conforming lot(s) or parcel(s) shall not be sold or developed as a separate ~~parcel of land~~lot of record, except as provided for by sections 11-15-9.B.2 or 11-16-9.C of this section, but shall be combined with adjacent lots or parcels under the same ownership or control so that the combination of lots or parcels will equal one (1) or more zoning lots each meeting the full lot requirements of this title or lessening the nonconformity.

~~1~~a. The designation of a zoning lot pursuant to this section shall be approved by the Zoning Administrator if the zoning lot complies with the lot requirements of the district in which it is located and will have a single tax identification number.

~~2~~b. Interior lot lines within a designated zoning lot shall be disregarded in applying setbacks and other zoning ordinance standards.

~~3~~c. The subdivision of a designated zoning lot shall be in accordance with title 10 of this Code.

2. A lot or parcel within the Shoreland Overlay District shall be regulated by section 11-102-15 of this title.

Section 8. Section 11-15-9.C.3.b of the Zoning Ordinance (Non-conforming Buildings, Structures and Uses – Non-Conforming Lots) is hereby amended to read as follows:

b. Unsewered Lots: A legal nonconforming lot or parcel not having access to Municipal sewer shall be considered buildable provided ~~it complies with section 11-17-19 of this title.~~that:

(1) The lot or parcel is a minimum of one (1) acre in area.

(2) The lot or parcel is of sufficient area and dimensions that all structures and buildings comply with applicable setback requirements.

(3) There is an ability to provide for a subsurface sewerage treatment system within the lot or parcel in accordance with Minnesota Rules.

Section 9. Section 11-16-5.H of the Zoning Ordinance (General Performance Standards – Platted and Unplatted Property) is hereby repealed in its entirety:

~~H. Except as may be allowed by conditional use permit and property subdivision, each lot shall have frontage and access directly onto an abutting, improved and city accepted public street.~~

Section 10. Section 11-17-7.D of the Zoning Ordinance (General Yard, Lot Area and Building Regulations – Building Height) is hereby amended to read as follows:

D. The building height limits established herein for districts shall not apply to the following:

~~1. Belfries.~~

~~2. Church spires and crosses or other symbols as an element of the principal building.~~

~~3. Cupolas and domes which do not contain usable space.~~

~~4. Flagpoles.~~

~~5. Parapet walls extending not more than three feet (3') above the limiting height of the building.~~

~~6. Poles, towers and other structures for essential services.~~

~~7. Necessary mechanical and electrical appurtenances, including, but not limited to, chimneys or flues, cooling towers or elevator penthouses.~~

~~8. Agricultural buildings on farm properties.~~

~~9. Wind energy conversion system towers as regulated by chapter 29 of this title.~~

~~10. Antenna support structures as regulated by chapter 30 of this title.~~

1. Agricultural buildings as defined by this title located on a farm.

2. Antenna support structures as regulated by chapter 30 of this title.

3. Belfries, cupolas, domes, and spires that do not contain usable space.

4. Flagpoles.

5. Necessary mechanical and electrical appurtenances, including, but not limited to, chimneys or flues, cooling towers, or elevator penthouses.

6. Parapet walls extending not more than three feet (3') above the limiting height of the building.

7. Poles, towers, and other structures for essential services.

8. Wind energy conversion system towers as regulated by chapter 29 of this title.

Section 11. Section 11-17-11.A.2 of the Zoning Ordinance (General Yard, Lot Area and Building Regulations – Yards) is hereby amended to read as follows:

2. Terraces, steps, decks, stoops or similar structures:

~~a~~. For lots of record or preliminary platted lots established prior to March 17, 2003: ~~Except as may be limited within environmental protection districts, t~~Terraces, steps, decks, stoops or similar structures constructed to the height of the ground floor of the principal structure may extend up to five feet (5') of a side yard lot line or ten feet (10') of a rear yard lot line, but not more than five feet (5') into a required front yard or side yard adjacent to a public right-of-way.

b. For lots of record or preliminary platted lots established after March 17, 2003: ~~Except as may be limited within environmental protection districts,~~

(1) ~~t~~the required side yard and rear yard setbacks for terraces, steps, decks, and stoops that are thirty inches (30") or less above grade shall be:

(~~1~~A) Side yard: Five feet (5') but not encroaching more than five feet (5') into the required side yard adjacent to a public right- of-way.

(~~2~~B) Rear yard: Ten feet (10').

~~c.~~(2) ~~Except as may be limited within environmental protection districts, t~~The required rear yard setbacks for steps, decks, and stoops that are more than thirty inches (30") above grade shall be: ~~twenty feet (20').~~

(A) Side yard: Equal to the side yard setback applicable to the principal building.

(B) Rear yard: Ten feet (10')

c. The building and structure setback requirements of the environmental protection district shall apply.

Section 12. Section 11-17-19.A of the Zoning Ordinance (General Yard, Lot Area and Building Regulations – Minimum Lot Area, Unsewered Lots) is hereby amended to read as follows:

A. Single-Family Dwellings:

~~1. Except as herein provided, t~~The minimum single-family lot size ~~is~~ shall be ten (10) acres.

~~2. The minimum lot size of ten (10) acres shall not apply to smaller separate parcels of record in separate ownership existing prior to January 1, 1984, provided that they comply with minimum standards for the district in which they are located or chapter 15 of this title and that it can be demonstrated by means satisfactory to the City that the smaller parcels will not result in groundwater, soil or other contamination which may endanger the public health.~~

Section 13. Section 11-17-23.F of the Zoning Ordinance (General Yard, Lot Area and Building Regulations – Single Family Dwellings) is hereby amended to read as follows:

F. Site Plan:

1. ~~For lots of record and preliminary platted lots having legal standing established on January 1, 1994, a~~All site plans for single-family homes shall provide for the location of a two (2) stall garage, whether or not construction is intended.

2. For lots of record established after January 1, 1994, ~~all site plans for single-family homes must provide for the location of a three (3) stall attached garage, whether or not construction is intended~~ each single family dwelling shall include an attached garage meeting the requirements of section 11-18-7.D of this title.

Section 14. Section 11-19-13.A of the Zoning Ordinance (Off-Street Parking Requirements – Number of Spaces Required) is hereby amended to revise the following rows:

	Motor fuel ~~stations and auto repair~~facilities	~~4~~2 spaces, in addition to spaces at fuel islands, plus ~~2 spaces for each service stall plus~~ other requirements for retail sales, convenience food, auto repair, or uses not directly ~~auto~~ related to the dispensing of fuel.

Section 15. Section 11-19-13.A of the Zoning Ordinance (Off-Street Parking Requirements – Number of Spaces Required) is hereby amended to add the following row alphabetically:

Commercial		
	Auto repair uses established on or before March 17, 2003	2 spaces for each service bay plus other requirements for retail sales, office, or other uses not directly related to auto repair.

Section 16. Section 11-19-13.J of the Zoning Ordinance (Off-Street Parking Requirements – Number of Spaces Required) is hereby repealed in its entirety:

~~J. Maximum Number Of Spaces. Construction of more than one hundred twenty-five percent (125%) of the number of spaces required by section 11-19-13.A of this section for a specific use shall require approval of a conditional use permit based on a parking demand study prepared by a qualified professional.~~

Section 17. Section 11-21-9.B.2 of the Zoning Ordinance (Fencing/Screening/Landscaping – Required Screening and Landscaping) is hereby amended to read as follows:

2. Detached townhouses, two family, and townhouse ~~and multiple family~~ uses shall comply with the landscape requirements of the RST-~~1~~2, RM-1, RM-2, and RM-3~~, RH-1, RH-2, M-1, and M-2~~ Districts.

Section 18. Section 11-21-9.E.1.b of the Zoning Ordinance (Fencing/Screening/Landscaping – Required Screening and Landscaping) is hereby amended to read as follows:

b. For corner lots where the side yard abuts the major collector or arterial street, following standards shall apply:

	RS-1	RS-2	RS-3	RS-4	RST-1	RST-2
Lot width	130’	130'	110'	95'	95'	~~95'~~ 80’

Section 19. Section 11-23-15.R.3.a(4) of the Zoning Ordinance (Signs – General Regulations) is hereby amended to read as follows:

(4) Each sign ~~and the total area of all~~ wall ~~signs on a single elevation for an individual tenant~~ shall be limited to the maximum ~~wall sign size permitted~~ area that is allowed for individual signs in the applicable zoning district provisions in section 11-23-19 of this chapter.

Section 20. Section 11-23-15.X.1 of the Zoning Ordinance (Signs – General Regulations) is hereby amended to read as follows:

1. Permanent Signs: For a subdivision having not less than three (3) lots or principal buildings, one (1) sign shall be allowed upon recording of a final plat at each corner of an intersection within the plat or abutting a lot or outlot within the plat with a collector or arterial street defined by the Lakeville transportation plan, provided that:

   a. The area of the face of each sign shall not exceed one hundred (100) square feet.

   b. Freestanding signs shall be limited to a maximum height of:

      (1) Ten feet (10') for residential uses.

      (2) Twenty feet (20') for commercial, industrial, and institutional uses.

Section 21. Section 11-23-15.X.2.c of the Zoning Ordinance (Signs – General Regulations) is hereby amended to read as follows:

c. Unless extended by the Zoning Administrator, the temporary signs and flags allowed by this section shall only be displayed for a period not to exceed:

(1) Single family, two family, detached townhouse, and townhouse uses: T~~t~~hree (3) years from the date a permit is issued for the sign or flag or until building permits have been issued for one hundred percent (100%) of the lots within a final plat or subsequent phases of the same preliminary plat of a subdivision.

(2) Multiple family, commercial, industrial, or institutional uses:

(A) Subdivisions: Three (3) years from the date a permit is issued for the sign or flag or until building permits have been issued for one hundred percent (100%) of the lots within a final plat or subsequent phases of the same preliminary plat of a subdivision.

(B) Individual Lots: Not more than ninety (90) days after issuance of a Certificate of Occupancy, after which the provisions of section 11-23-7.F shall govern.

Section 22. Section 11-23-19.B.1.a(4)(B) of the Zoning Ordinance (Signs – District Regulations) is hereby amended to read as follows:

(B) One (1) dynamic display sign may be allowed for ~~lots~~ each lot ~~that are a minimum of five (5) acres in area or greater~~ provided that:

(i) Operation: The operation of the dynamic display sign shall require issuance of a license pursuant to section 3-22-3 of this Code.

(ii) The sign shall be displayed only in a yard abutting a major collector or arterial street as defined by the Comprehensive Plan.

(iii) The sign shall be set back a minimum of fifty feet (50') from any side or rear lot line abutting a residential district.

Section 23. Section 11-23-19.E of the Zoning Ordinance (Signs – District Regulations) is hereby amended to read as follows:

E. Within the O-P, I-CBD, I-1, I-2, and I-~~2~~3 Districts, but not those properties within the freeway corridor district regulated by section 11-23-19.F of this section, the following additional regulations shall apply:

1. Freestanding Signs:

a. Number Allowed: One (1) sign is allowed upon each lot.

b. Area: The area of each sign shall not exceed one hundred (100) square feet for each sign face.

c. Height: The sign shall be a maximum height not to exceed ten feet (10').

2. Wall Signs:

a. Area:

(1) For principal buildings with a gross floor area less than forty-five thousand (45,000) square feet.

(A) The total area of all wall signs shall not exceed one hundred (100) square feet.

(B) The maximum area of any one (1) individual wall sign shall not exceed one hundred (100) square feet.

(2) For principal buildings with a gross floor area of forty-five thousand (45,000) square feet and less than two hundred fifty thousand (250,000) square feet:

(A) The total area of all wall signs shall not exceed four hundred (400) square feet.

(B) The maximum area of any one (1) individual wall sign shall not exceed two hundred (200) square feet.

(3) For principal buildings with a gross floor area of two hundred fifty thousand (250,000) square feet or greater:

(A) The total area of all wall signs shall not exceed eight hundred (800) square feet.

(B) The maximum area of any one (1) individual wall sign shall not exceed four hundred (400) square feet.

b. Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by section 11-23-19.E.2.a of this section.

c. Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.

Section 24. Section 11-35-3.C.2.b of the Zoning Ordinance (Animals – Keeping Animals) is hereby amended to read as follows:

b. Chickens:

(1) The maximum number of chickens allowed to be kept on a property shall be ~~three (3)~~ six (6) chickens.

(2) The keeping of roosters is prohibited.

(3) Chickens shall be kept within a coop and outdoor exercise area at all times.

Section 25. Section 11-35-3.C.2.c(2) of the Zoning Ordinance (Animals – Keeping Animals) is hereby amended to read as follows:

(2) Coop Exterior: The exterior finish of the coop shall be wood, provided that the surfaces are painted or stained for exterior use or the wood is of proven durability for exterior use, such as cedar, redwood, or cypress; painted metal; or composite weather-resistant material.

Section 26. Section 11-35-3.C.2.c(6)(D) of the Zoning Ordinance (Animals – Keeping Animals) is hereby repealed in its entirety with subsequent sections renumbered accordingly:

~~(D) The coop and run shall be located closer to the principal dwelling upon the property to which the administrative permit is issued than any other residential dwelling on an abutting property.~~

Section 27. Section 11-35-3.C of the Zoning Ordinance (Animals – Keeping Animals) is hereby amended to include the following provisions:

3. Sales of eggs produced solely upon the property shall be allowed provided that:

a. Only occupants of the property are engaged in the sales operation.

b. Only temporary, unenclosed display facilities are allowed.

c. Signs:

1. One (1) sign not to exceed four (4) square feet shall be allowed to be displayed upon the property with the sales operation.

2. Signs shall only be displayed at times when the sales operation is open.

Section 28. Section 11-35-3 of the Zoning Ordinance Animals – Keeping Animals) is hereby amended to include the following provisions with subsequent sections renumbered accordingly:

D. Honey bees and apiaries accessory to a single family dwelling within agriculture/rural or residential districts, provided that:

1. Administrative Permit Required:

a. The keeping of honey bees and apiaries may be allowed upon a property developed with a single-family dwelling within a residential zoning district subject to approval of an administrative permit in accordance with chapter 8 of this title and the provisions of this section.

b. The application for an administrative permit shall include the information required by subsection 11-8-3.B of this title and the following additional information:

(1) The number of colonies to be kept.

(2) A detailed sketch plan of the property drawn to scale including, but not limited to, the location and dimensions of the hive(s).

(3) Specifications for the hive(s) including, but not limited to, dimensions, exterior finish materials and construction methods.

(4) Plans and specifications for a solid fence, wall, or dense vegetative barrier capable required by subsection 11-35-3.D.4.b of this title.

(5) Any other information the Zoning Administrator deems necessary to evaluate the application for compliance with the requirements of this section and this Code.

c. The premises for which an administrative permit is issued in accordance with this subsection shall at all reasonable times be open to inspection by community service officers, the Zoning Administrator, or other City official to determine compliance with the requirements of the permit, this section or other provisions of this title and this Code relating to public health, safety, and welfare.

d. An administrative permit approved in accordance with this section shall not be transferred to another owner upon the sale or change in occupancy of the property to which it is issued and shall not be transferred to another property.

2. Colony Density: The number of colonies allowed upon a lot shall be subject to the following limits:

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Lot Area	**Maximum Number Of Colonies**
<25,000 square feet	2
25,000 square feet to <40,000 square feet	4
40,000 square feet to <5 acres	6

5 acres or greater	8

3. Colony Location:

a. A hive shall be located only within a rear yard.

b. A hive shall be set back a minimum of twenty feet (20') from any lot line.

c. A hive shall not encroach upon any wetland buffer or drainage and utility easement.

4. Performance Standards:

a. Colonies shall be kept in hives with removable frames, which frames shall be kept in sound and usable condition.

b. A solid fence, wall, or dense vegetative barrier capable of interrupting the direct flight of bees shall be used to redirect the bee's flight pattern and prevent a direct line of flight from the hive entry into neighboring properties. The barrier shall start at the ground, be a minimum of six feet (6') in height, and shall extend beyond the direct line of sight from the entrance to the hive to the adjacent property.

c. Each colony on the apiary site shall be provided with a convenient source of water located on the apiary site so long as colonies remain active outside the hive.

d. Materials from a hive or colony which might encourage the presence of honeybees, such as wax comb, shall be promptly disposed of in a sealed container or placed within a building or other bee-proof enclosure.

e. For each colony permitted to be maintained under this section, there may also be maintained upon the same apiary site, one nucleus colony in a hive structure not to exceed one standard nine and five-eighths inch ($9^{5}/_{8}$") depth ten-frame hive body, with no supers.

f. Beekeeping equipment shall be maintained in good condition. Unused beekeeping equipment must be protected to prevent occupancy by swarming honeybees.

g. Hives shall be continuously managed to provide adequate living space for their resident honeybees to control swarming.

h. In any instance in which a colony exhibits unusual aggressive behavior, it shall be the duty of the beekeeper to promptly implement appropriate actions to address the behavior. If requeening is required, queens shall be selected from European stock bred for gentleness and non-swarming characteristics.

i. Fruit trees and other flowering trees, which are located on an apiary site, shall not be sprayed, while in full bloom, with any substance which is injurious to honeybees.

Section 29. Section 11-35-3.F.2 of the Zoning Ordinance Animals – Keeping Animals; Honey Bees and Apiaries) is hereby repealed in its entirety.

Section 30. Section 11-37-3.A of the Zoning Ordinance (Motor Vehicle Fuel Facilities – Motor Vehicle Fuel Sales, Not Including Truck Stops or Automobile Repair) is hereby amended to read as follows:

A. District Application: Motor vehicle fuel sales shall be allowed in a M-1, ~~C-1~~, C-2, ~~and~~ C-3, and I-1 district as a conditional use. The standards and requirements for motor fuel sales shall be in addition to those which are imposed for other uses and activities occurring on the property.

Section 31. Section 11-37-3.D of the Zoning Ordinance (Motor Vehicle Fuel Facilities – Motor Vehicle Fuel Sales, Not Including Truck Stops or Automobile Repair) is hereby amended to read as follows:

D. Hours: Hours of operation shall be limited within the respective zoning districts as follows, unless extended by the city council as part of the conditional use permit.

1. M-1 district: No limit except as may be required by the city council.

~~2. C-1 district: Five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.~~

~~3~~2. C-2 district: No limit except as may be required by the city council.

~~4~~3. C-3 district: No limit except as may be required by the city council.

4. I-1 district: No limit except as may be required by the city council.

Section 32. Section 11-37-5.A of the Zoning Ordinance (Motor Vehicle Fuel Facilities – Motor Vehicle Fuel Sales, Including Convenience Grocery And/Or Prepared Food, Not Including Truck Stops or Automobile Repair) is hereby amended to read as follows:

A. Conditional Use: Motor vehicle fuel sales including convenience grocery and/or prepared food shall be allowed in the M-1, ~~C-1,~~ C-2, C-3, ~~and~~ C-CBD, and I-1 Districts subject to approval of a conditional use permit.

Section 33. Section 11-37-5.D.1 of the Zoning Ordinance (Motor Vehicle Fuel Facilities – Motor Vehicle Fuel Sales, Including Convenience Grocery And/Or Prepared Food, Not Including Truck Stops or Automobile Repair) is hereby amended to read as follows:

1. Food is to be prepackaged and warmed only and no drive-through window is provided; convenience food may be allowed as a secondary use with approval of a conditional use permit as provided for within the respective zoning district. ~~Furthermore, that the enclosed area devoted to such activity, use and merchandise shall not exceed fifteen percent (15%) of the gross floor area.~~

Section 34. Section 11-50-11.F.6 of the Zoning Ordinance (RS-1 District – Uses by Administrative Permit) is hereby repealed in its entirety:

~~6. There shall be a minimum of three (3) garage having direct exterior access (not in a tandem arrangement) attached to the principal building with a driveway access in front of each stall so as to allow direct vehicle maneuvering to each of the stalls.~~

Section 35. Section 11-51-11.F.6 of the Zoning Ordinance (RS-2 District – Uses by Administrative Permit) is hereby repealed in its entirety:

~~6. There shall be a minimum of three (3) garage having direct exterior access (not in a tandem arrangement) attached to the principal building with a driveway access in front of each stall so as to allow direct vehicle maneuvering to each of the stalls.~~

Section 36. Section 11-52-11.F.6 of the Zoning Ordinance (RS-3 District – Uses by Administrative Permit) is hereby repealed in its entirety:

~~6. There shall be a minimum of three (3) garage having direct exterior access (not in a tandem arrangement) attached to the principal building with a driveway access in front of each stall so as to allow direct vehicle maneuvering to each of the stalls.~~

Section 37. Section 11-53-11.F.6 of the Zoning Ordinance (RS-4 District – Uses by Administrative Permit) is hereby repealed in its entirety:

~~6. There shall be a minimum of three (3) garage having direct exterior access (not in a tandem arrangement) attached to the principal building with a driveway access in front of each stall so as to allow direct vehicle maneuvering to each of the stalls.~~

Section 38. Section 11-54-11 of the Zoning Ordinance (RS-CBD District – Uses by Administrative Permit) is hereby amended to include the following provisions:

G. Separate living quarters that include kitchen facilities for housing multiple generations as an accessory use within a single-family dwelling provided that:

1. The design and construction of the principal building is not a two-family dwelling as defined by this title and shall comply with the following:

   a. The area of the accessory dwelling unit shall be limited to not more than thirty (30) percent of the gross floor area of the principal building (not including attached accessory floor area).

   b. There shall be no more than two (2) bedrooms as defined by the building code within the accessory dwelling unit.

2. There shall be an interior connection between the main living area and accessory living quarters that is able to be unlocked from each side of the connection and that is not secured by a deadbolt or keyed lockset.

3. The principal building shall be served by single municipal water, sanitary sewer, gas and/or electric utility service lines each with a single meter for the respective utility where applicable.

4. The principal building shall have one heating and air conditioning system.

5. The property shall have one postal address.

Section 39. Section 11-58-17.E of the Zoning Ordinance (RM-1 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

E. Private Drive Setbacks. Buildings shall be set back a minimum of twenty feet (20') to the principal building and thirty feet (30') to the garage face from the back of curb line of private drives.

Section 40. Section 11-59-17.E of the Zoning Ordinance (RM-2 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

E. Private Drive Setbacks. Buildings shall be set back a minimum of twenty feet (20') to the principal building and thirty feet (30') to the garage face from the back of curb line of private drives.

Section 41. Section 11-60-17.E of the Zoning Ordinance (RM-3 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

E. Private Drive Setbacks. Buildings shall be set back a minimum of twenty feet (20') to the principal building and thirty feet (30') to the garage face from the back of curb line of private drives.

Section 42. Section 11-61-3.F of the Zoning Ordinance (RH-1 District – Permitted Uses) is hereby amended to read as follows:

F. ~~Townhouses, six (6) units in a row or twelve (12) units back to back~~Townhomes with no more than six (6) dwelling units per structure if in a row or no more than twelve (12) dwelling units if back to back.

Section 43. Section 11-61-15.F of the Zoning Ordinance (RH-1 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

F. Private Drive Setbacks. Buildings shall be set back a minimum of fifteen feet (15') to the principal building and thirty feet (30') to the garage face from the back of curb line of private drives and off-street parking areas.

Section 44. Section 11-62-3.F of the Zoning Ordinance (RH-2 District – Permitted Uses) is hereby amended to read as follows:

F. ~~Townhouses, six (6) units in a row or twelve (12) units back to back~~Townhomes with no more than six (6) dwelling units per structure if in a row or no more than twelve (12) dwelling units if back to back.

Section 45. Section 11-62-15.F of the Zoning Ordinance (RH-2 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

F. Private Drive Setbacks. Buildings shall be set back a minimum of fifteen feet (15') to the principal building and thirty feet (30') to the garage face from the back of curb line of private drives and off-street parking areas.

Section 46. Section 11-63-11 of the Zoning Ordinance (RH-CBD District – Interim Uses) is hereby amended to add the following provisions with subsequent sections renumbered accordingly:

C. Single-family dwellings existing as of July 17, 2000, provided that:

1. The use shall be subject to the requirements applicable to single-family uses within the RS-CBD district.

2. The interim use shall terminate upon redevelopment of the single family property to another permitted or conditional use of the RH-CBD District.

Section 47. Section 11-66-7.F of the Zoning Ordinance (M-2 District – Conditional Uses) is hereby amended to include the following provisions with subsequent sections renumbered accordingly:

7. Drive-Through Windows: Service windows shall be allowed if the following additional criteria are satisfied:

a. Not less than one hundred eighty feet (180') of segregated automobile stacking lane must be provided for the service window.

b. No part of the public street or boulevard may be used for stacking of automobiles.

Section 48. Section 11-66-7.E.8 of the Zoning Ordinance (M-2 District – Conditional Uses) is hereby amended to read as follows:

8. Signs: All signs and informational or visual communication devices shall be minimized and shall be in compliance with chapter 23 of this title, and the following provisions:

~~a. Comprehensive Sign Plan: A Comprehensive Sign Plan must be submitted as part of a conditional use permit application.~~

~~b. Freestanding Sign: A freestanding sign allowed by chapter 23 of this title shall be a monument sign constructed as follows:~~

~~(1) The sign shall be self supported vertically by a solid base extending horizontally for a minimum of the entire width of the sign face. Total height of the monument sign including the base shall not exceed fifteen feet (15').~~

~~(2) The sign base and supporting material shall be equal to at least forty percent (40%) of the total allowable sign square footage, and shall not be counted toward the sign area. The base shall be attached to the ground for its entire horizontal width of the sign. The base shall be stone, brick, or decorative masonry and shall not contain any sign copy.~~

~~c~~1. Menu Signs: ~~In addition to the freestanding sign allowed by chapter 23 of this title, c~~Convenience food uses may display menu signs related to drive-through facilities when approved subject to section 11-66-7.F of this title, provided that:

(1) Not more than two (2) menu signs per drive-through lane are allowed.

(2) The menu sign(s) shall be single sided with an area not to exceed fifty (50) square feet.

(3) The height of the menu sign(s) shall not exceed eight feet (8') including its base or pole measured from grade to the top of the structure.

(4) The menu sign(s) shall not encroach into any principal building setback and shall be located directly adjacent to the drive-through aisle and oriented in such a manner so that the sign provides information to the drive-through patrons only and does not provide supplemental advertising to pass-by traffic and does not impair site visibility or obstruct circulation.

Section 49. Section 11-70-7.B of the Zoning Ordinance (O-R District – Conditional Uses) is hereby repealed in its entirety subsequent sections renumbered accordingly:

~~B. Commercial Activities: Retail commercial activities, provided that:~~

~~1. Merchandise is sold at retail.~~

~~2. The retail activity is located within a structure whose principal use is not commercial sales.~~

~~3. The retail activity shall not occupy more than fifteen percent (15%) of the gross floor area of the building.~~

~~4. No directly or indirectly illuminated sign or sign in excess of ten (10) square feet identifying the name of the business shall be visible from the outside of the building.~~

~~5. No signs or posters of any type advertising products for sale shall be located on the outside of the building.~~

Section 50. Section 11-70-11.A of the Zoning Ordinance (O-R District – Uses by Administrative Permit) is hereby amended to include the following provision and subsequent sections renumbered accordingly:

A. Commercial Activities: Retail commercial activities, provided that:

1. Merchandise is sold at retail.

2. The retail activity is located within a structure whose principal use is not commercial sales.

3. The retail activity shall not occupy more than fifteen percent (15%) of the gross floor area of the building.

4. No directly or indirectly illuminated sign or sign in excess of ten (10) square feet identifying the name of the business shall be visible from the outside of the building.

5. No signs or posters of any type advertising products for sale shall be located on the outside of the building.

Section 51. Section 11-71-7 of the Zoning Ordinance (C-1 District – Conditional Uses) is hereby repealed in its entirety and subsequent sections renumbered accordingly.

~~C. Motor vehicle fuel sales with or without convenience grocery and/or prepared food as regulated by chapter 37 of this title.~~

Section 52. Section 11-75-3.L of the Zoning Ordinance (O-P District – Permitted Uses) is hereby repealed in its entirety and subsequent sections renumbered accordingly.

~~L. Data centers.~~

Section 53. Section 11-86-3.T of the Zoning Ordinance (I-1 District- Permitted Uses) is hereby repealed in its entirety and subsequent sections renumbered accordingly:

~~T. Data centers.~~

Section 54. Section 11-86-7 of the Zoning Ordinance (I-1 District – Conditional Uses) is hereby amended to add the following provisions with subsequent sections renumbered accordingly:

D. Data centers, provided that:

1. All buildings, structures, and outdoor equipment (including generators) shall be setback a minimum of five hundred feet (500') from:

a. Right-of-way for CSAH 70.

b. Residential zoned property and existing residential uses.

c. Corporate limits of the City of Lakeville.

2. An energy consumption plan, prepared by a qualified licensed engineer, shall be submitted outlining:

a. Estimates of peak electricity demand and strategies for mitigating strain on local power infrastructure.

b. Proposed improvements or alternatives to minimize the need for additional transmission lines.

c. Identifying the need for new or upgraded transmission lines to be installed at developers' expense to meet the use's electricity requirements.

3. A water consumption plan, prepared by a qualified licensed engineer, shall be submitted outlining:

a. Estimated total water requirements of the use including average daily and peak water demand.

b. Potential impacts on municipal water supply infrastructure.

c. Potential impacts on groundwater and surface water resources.

d. Available water utility capacity to serve the use.

e. Consistency with the goals, policies, and plans of the Comprehensive Plan, including, but not limited to, the Water Management Plan and the Capital Improvement Plan.

f. The use shall use water-efficient cooling technologies and closed-loop cooling systems or alternative technologies that demonstrate equal or lower water consumption; alternative cooling methods are encouraged, such as air-cooled systems.

4. Noise: Sound generated by the use shall comply with section 11-16-25 of this title and the following additional requirements:

a. A sound study prepared by an acoustic engineer shall be submitted documenting:

(1) Existing baseline noise levels in the area of the data centers.

(2) Proposed sound mitigation measures to be incorporated in construction of the data center to reduce noise and estimating proposed noise levels of the use measured at the property lines of receiving land uses.

(3) A-weighted (dBA) and C-weighted (dBC) measurements with full frequency spectra to identify low-frequency and tonal components.

(4) Expected daytime and nighttime operation noise levels, including cooling systems, generators, and other equipment, for indoors and outdoors at multiple radii from the subject property.

b. Maximum sound levels:

(1) With the exception of sound levels elsewhere specifically authorized or allowed by this code, the following are maximum permissible sound levels generated by the data center allowed at the property boundary of a receiving land use for unamplified sound:

Receiving Land Use	Maximum L5A Level Permitted		
	7 A.M. – 7 P.M.	7 P.M. - 10 P.M.	10 P.M. – 7 A.M.
Residential	65 dBA	60 dBA	55 dBA
Commercial	65 dBA	65 dBA	65 dBA
Industrial	80 dBA	80 dBA	80 dBA

Receiving Land Use	Maximum L5C Level Permitted		
	7 A.M. – 7 P.M.	7 P.M. - 10 P.M.	10 P.M. – 7 A.M.
Residential	76 dBC	74 dBC	72 dBC
Commercial	82 dBC	80 dBC	78 dBC
Industrial	85 dBC	85 dBC	85 dBC

(2) If the volume of sound exceeds the maximum permissible sound level by a measurement of L5A or L5C, at any time during a ten (10) minute meter reading, the sound is prohibited and is in violation of this chapter.

c. Noise Verification:

(1) An additional sound study shall be prepared by the operator at such time as the use becomes fully operational to document compliance with section 11-16-10 of this title and this section.

(2) The City may order an additional noise study once within any three hundred sixty-five (365) period to be conducted during peak operation of the use to document compliance with section 11-16-10 of this title and this section.

(3) Where any noise study identifies greater than maximum permissible sound levels in violation of this title, the city may seek to suspend or revoke the conditional use permit in accordance with section 11-4-9 of this title.

5. Generators shall operate, including testing, only between the hours of 9:00 am and 5:00 pm, Monday through Friday, excluding Federal holidays, except when providing emergency electric power during an outage, which is not a voluntary curtailment or shutdown of electric service.

6. Principal and accessory buildings shall comply with the exterior finish material and design requirements as required in Section 11-17-9 D of this title.

7. Any accessory structures or any equipment not enclosed within a building shall be fully screened to a minimum height of fourteen feet (14') through the use of topography, berms, landscaping, fences, and walls in accordance with section 11-19-13 of this title so as not to be visible from abutting public rights-of-way, residential districts, or residential uses from the perspective measured at a point five feet (5') above grade or from the view of any window of a residential building facing the data center.

8. All exterior lighting shall comply with the requirements of Section 11-16-17 of this title and the following:

   a. Manufacturer specifications for all sources of exterior lighting shall not exceed a maximum Correlated Color Temperature of 3,000 degrees Kelvin.

   b. All exterior lighting fixtures shall be reduced in intensity by fifty percent (50%) between the hours of 10:00 P.M. and 5:00 A.M.

   c. For a use abutting property guided by the Comprehensive Plan for residential, public and quasi-public, or park land uses; zoned residential or public-open space district; or developed with a residential use:

      (1) All exterior lighting fixtures shall setback a minimum of fifty feet (50') feet from any property line.

      (2) The intensity of exterior lighting measured at a setback of ten feet (10') from all property lines shall not exceed 0.0 footcandles.

9. Decommissioning:

   a. A decommissioning plan, prepared by a qualified professional, outlining the estimated timeframe, cost, and procedures for discontinuance of the use, removal of equipment, disposal of waste or recycling of materials, and site restoration shall be required.

   b. Financial Security:

      (1) Prior to issuance of a building permit, the property owner shall provide the City a financial security in a form approved by the City Attorney to insure decommissioning of the use and restoration of the property.

      (2) The amount of the financial security shall be one hundred five percent (105%) of the estimated cost of decommissioning cost and restoration of the property, as determined by the city, including, but not limited to, the following:

(A) Removal and disposal of buildings and structures; electrical substations and infrastructure; and generators and fuel storage.

(B) Removal and disposal of hazardous materials and environmental remediation.

(C) Grading, erosion control, and site stabilization.

(3) The financial security shall be reviewed every five (5) years to ensure the amount equals the current estimated cost, as determined by the city, of decommissioning.

10. The applicant and property owner shall be responsible for all costs incurred by the City related to consideration of the request, including costs for city staff and consultants the city deems necessary to evaluate the application on behalf of the city, in accordance with section 11-1-9 of this title.

F. Motor vehicle fuel sales with or without convenience grocery and/or prepared food as regulated by Chapter 37 of this title provided that:

1. The property is a minimum of four (4) acres with direct frontage to a principle arterial roadway.

Section 55. Section 11-102-9.B.2 of the Zoning Ordinance (Shoreland Overlay District – Shoreland Classification) is hereby amended to read as follows:

2. Rivers:

Name	Classification	Location	
		To	From
Unnamed to Vermillion River (south branch of North Creek)	Tributary (T)	Sec 8 T 114 R 20	Sec 29 T 114 R 19
Unnamed to Vermillion River (north branch of North Creek)	Tributary (T)	Sec 34 T 115 R 20	Sec 12 T 114 R 20
Unnamed to unnamed	Tributary (T)	Sec 17 T 114 R 20	Sec 30 T 114 R 19
Unnamed to unnamed	Tributary (T)	Sec 21 T 114 R 20	Sec23 T 114 R 20
Unnamed to Vermillion River (south branch of South Creek)	Tributary (T)	Sec 36 T 114 R 21	Sec36 T 114 R 20
Unnamed to unnamed	Tributary (T)	Sec 19 T114 R20	Sec33 T 114 R 20
Unnamed to unnamed	Tributary (T)	~~Sec 33 T 114 R 20~~ Sec 4 T 113 R 20	Sec 34 T 114 R 20

Section 56. Section 11-102-17 of the Zoning Ordinance (Shoreland Overlay District – Development Regulations) is hereby amended to add the following provisions:

J. Decks. Deck additions may be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria are met:

1. The structure existed on the date the structure setbacks were established.

2. A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure as determined by the Zoning Administrator.

3. The deck encroachment toward the ordinary high water level does not exceed fifteen (15) percent of the existing setback of the structure from the ordinary high water level or is no closer than thirty feet (30') from the ordinary high water level, whichever is more restrictive.

4. The deck shall not be roofed or screened.

(Remainder of page intentionally blank; signatures follow)

Section 57. This Ordinance shall be effective immediately upon its passage and publication according to law.

ADOPTED by the Lakeville City Council this 3rd day of August, 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST

BY: _____
Taylor Snider, Deputy City Clerk

ORDINANCE NO._____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE SUBDIVISION ORDINANCE AND ZONING ORDINANCE OF THE LAKEVILLE CITY CODE

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section 10-4-2.M of the Subdivision Ordinance (Design Standards – Lots) is hereby repealed in its entirety and subsequent sections renumbered accordingly.

Section 2. Section 10-4-3.S.4.b(2) of the Subdivision Ordinance (Design Standards – Streets and Alleys) is hereby repealed in its entirety and subsequent sections renumbered accordingly.

Section 3. Section 10-4-4.A of the Subdivision Ordinance (Design Standards – Easements) is hereby amended to read as follows:

A. Width And Location: An easement for drainage and utilities at least ten feet (10') wide along front and rear lot lines and five feet (5') wide along all abutting side lot lines shall be provided. An easement for drainage and utilities not less than ten feet (10') wide shall be provided adjacent to all plat boundaries when no easement exists on the abutting parcels. If necessary for the extension of main water or sewer lines or similar utilities, easements of greater width may be required along lot lines or across lots.

Section 4. Section 11-2-3 of the Zoning Ordinance (Rules and Definitions – Definitions) is hereby amended to revise the following existing definition:

RESIDENTIAL FACILITY: A state licensed residential facility, including an assisted living facility under chapter 144G, licensed by the State of Minnesota.

Section 5. Section 11-2-3 of the Zoning Ordinance (Rules and Definitions – Definitions) is hereby amended to add the following definitions alphabetically:

DATA CENTER: A facility within a single building used primarily for the storage, management, processing, and transmission of digital data that houses computer or network equipment, systems, services, appliances, and other associated components related to digital data storage and operations, together with its accessory and appurtenant facilities. A data center may also include offices, air handlers, electric power generators, water cooling systems, water storage facilities, utility substations, and other associated infrastructure necessary to support sustained operations at the facility.

DATA CENTER CAMPUS: A facility consisting of more than one (1) data center building, but otherwise interconnected by power supply, communication systems, power generation, or other operational systems to form a unified data center facility; this definition may include the terms “technology campus”, “cloud computing campus”, or similar phrases and terms.

Section 6. Section 11-2-3 of the Zoning Ordinance (Rules and Definitions – Definitions) is hereby amended to repeal the definition of RESIDENTIAL CARE FACILITY in its entirety.

Section 7. Section 11-15-9.B of the Zoning Ordinance (Non-conforming Buildings, Structures and Uses – Non-Conforming Lots) is hereby amended to read as follows:

B. Required Merger Of Common Ownership Lots:

1. If in a group of two (2) or more contiguous lots or parcels of land owned or controlled by the same person, any individual lot or parcel is nonconforming as to lot width, lot area, or lot frontage the non-conforming lot(s) or parcel(s) shall not be sold or developed as a separate lot of record, except as provided for by sections 11-15-9.B.2 or 11-15-9.C of this section, but shall be combined with adjacent lots or parcels under the same ownership or control so that the combination of lots or parcels will equal one (1) or more zoning lots each meeting the full lot requirements of this title or lessening the nonconformity.

   a. The designation of a zoning lot pursuant to this section shall be approved by the Zoning Administrator if the zoning lot complies with the lot requirements of the district in which it is located and will have a single tax identification number.

   b. Interior lot lines within a designated zoning lot shall be disregarded in applying setbacks and other zoning ordinance standards.

   c. The subdivision of a designated zoning lot shall be in accordance with title 10 of this Code.

2. A lot or parcel within the Shoreland Overlay District shall be regulated by section 11-102-15 of this title.

Section 8. Section 11-15-9.C.3.b of the Zoning Ordinance (Non-conforming Buildings, Structures and Uses – Non-Conforming Lots) is hereby amended to read as follows:

   b. Unsewered Lots: A legal nonconforming lot or parcel not having access to Municipal sewer shall be considered buildable provided that:

      (1) The lot or parcel is a minimum of one (1) acre in area.

      (2) The lot or parcel is of sufficient area and dimensions that all structures and buildings comply with applicable setback requirements.

      (3) There is an ability to provide for a subsurface sewerage treatment system within the lot or parcel in accordance with Minnesota Rules.

Section 9. Section 11-16-5.H of the Zoning Ordinance (General Performance Standards – Platted and Unplatted Property) is hereby repealed in its entirety.

Section 10. Section 11-17-7.D of the Zoning Ordinance (General Yard, Lot Area and Building Regulations – Building Height) is hereby amended to read as follows:

D. The building height limits established herein for districts shall not apply to the following:

1. Agricultural buildings as defined by this title located on a farm.

2. Antenna support structures as regulated by chapter 30 of this title.

3. Belfries, cupolas, domes, and spires that do not contain usable space.

4. Flagpoles.

5. Necessary mechanical and electrical appurtenances, including, but not limited to, chimneys or flues, cooling towers, or elevator penthouses.

6. Parapet walls extending not more than three feet (3') above the limiting height of the building.

7. Poles, towers, and other structures for essential services.

8. Wind energy conversion system towers as regulated by chapter 29 of this title.

Section 11. Section 11-17-11.A.2 of the Zoning Ordinance (General Yard, Lot Area and Building Regulations – Yards) is hereby amended to read as follows:

2. Terraces, steps, decks, stoops or similar structures:

~~a.~~ For lots of record or preliminary platted lots established prior to March 17, 2003: Terraces, steps, decks, stoops or similar structures constructed to the height of the ground floor of the principal structure may extend up to five feet (5') of a side yard lot line or ten feet (10') of a rear yard lot line, but not more than five feet (5') into a required front yard or side yard adjacent to a public right-of-way.

b. For lots of record or preliminary platted lots established after March 17, 2003:

(1) ~~t~~he required side yard and rear yard setbacks for terraces, steps, decks, and stoops that are thirty inches (30") or less above grade shall be:

(A) Side yard: Five feet (5') but not encroaching more than five feet (5') into the required side yard adjacent to a public right- of-way.

(B) Rear yard: Ten feet (10').

(2) The required rear yard setbacks for steps, decks, and stoops that are more than thirty inches (30") above grade shall be:

(A) Side yard: Equal to the side yard setback applicable to the principal building.

(B) Rear yard: Ten feet (10’)

c. The building and structure setback requirements of the environmental protection district shall apply.

Section 12. Section 11-17-19.A of the Zoning Ordinance (General Yard, Lot Area and Building Regulations – Minimum Lot Area, Unsewered Lots) is hereby amended to read as follows:

A. Single-Family Dwellings: The minimum single-family lot area shall be ten (10) acres.

Section 13. Section 11-17-23.F of the Zoning Ordinance (General Yard, Lot Area and Building Regulations – Single Family Dwellings) is hereby amended to read as follows:

F. Site Plan:

1. All site plans for single-family homes shall provide for the location of a two (2) stall garage, whether or not construction is intended.

2. For lots of record established after January 1, 1994, each single family dwelling shall include an attached garage meeting the requirements of section 11-18-7.D of this title.

Section 14. Section 11-19-13.A of the Zoning Ordinance (Off-Street Parking Requirements – Number of Spaces Required) is hereby amended to revise the following rows:

	Motor fuel facilities	2 spaces, in addition to spaces at fuel islands, plus other requirements for retail sales, convenience food, auto repair, or uses not directly related to the dispensing of fuel.

Section 15. Section 11-19-13.A of the Zoning Ordinance (Off-Street Parking Requirements – Number of Spaces Required) is hereby amended to add the following row alphabetically:

Commercial		
	Auto repair uses established on or before March 17, 2003	2 spaces for each service bay plus other requirements for retail sales, office, or other uses not directly related to auto repair.

Section 16. Section 11-19-13.J of the Zoning Ordinance (Off-Street Parking Requirements – Number of Spaces Required) is hereby repealed in its entirety.

Section 17. Section 11-21-9.B.2 of the Zoning Ordinance (Fencing/Screening/Landscaping – Required Screening and Landscaping) is hereby amended to read as follows:

2. Detached townhouses, two family and townhouse uses shall comply with the landscape requirements of the RST-2, RM-1, RM-2, and RM-3 Districts.

Section 18. Section 11-21-9.E.1.b of the Zoning Ordinance (Fencing/Screening/Landscaping – Required Screening and Landscaping) is hereby amended to read as follows:

b. For corner lots where the side yard abuts the major collector or arterial street, following standards shall apply:

	RS-1	RS-2	RS-3	RS-4	RST-1	RST-2
Lot width	130’	130'	110'	95'	95'	80’

Section 19. Section 11-23-15.R.3.a(4) of the Zoning Ordinance (Signs – General Regulations) is hereby amended to read as follows:

(4) Each sign shall be limited to the maximum area that is allowed for individual signs in the applicable zoning district provisions in section 11-23-19 of this chapter.

Section 20. Section 11-23-15.X.1 of the Zoning Ordinance (Signs – General Regulations) is hereby amended to read as follows:

1. Permanent Signs: For a subdivision having not less than three (3) lots or principal buildings, one (1) sign shall be allowed upon recording of a final plat at each corner of an intersection within the plat or abutting a lot or outlot within the plat with a collector or arterial street defined by the Lakeville transportation plan, provided that:

a. The area of the face of each sign shall not exceed one hundred (100) square feet.

b. Freestanding signs shall be limited to a maximum height of:

(1) Ten feet (10') for residential uses.

(2) Twenty feet (20') for commercial, industrial, and institutional uses.

Section 21. Section 11-23-15.X.2.c of the Zoning Ordinance (Signs – General Regulations) is hereby amended to read as follows:

c. Unless extended by the Zoning Administrator, the temporary signs and flags allowed by this section shall only be displayed for a period not to exceed:

(1) Single family, two family, detached townhouse, and townhouse uses: Three (3) years from the date a permit is issued for the sign or flag or until building permits have been issued for one hundred percent (100%) of the lots within a final plat or subsequent phases of the same preliminary plat of a subdivision.

(2) Multiple family, commercial, industrial, or institutional uses:

(A) Subdivisions: Three (3) years from the date a permit is issued for the sign or flag or until building permits have been issued for one hundred percent (100%) of the lots within a final plat or subsequent phases of the same preliminary plat of a subdivision.

(B) Individual Lots: Not more than ninety (90) days after issuance of a Certificate of Occupancy, after which the provisions of section 11-23-7.F shall govern.

Section 22. Section 11-23-19.B.1.a(4)(B) of the Zoning Ordinance (Signs – District Regulations) is hereby amended to read as follows:

(B) One (1) dynamic display sign may be allowed for each lot provided that:

(i) Operation: The operation of the dynamic display sign shall require issuance of a license pursuant to section 3-22-3 of this Code.

(ii) The sign shall be displayed only in a yard abutting a major collector or arterial street as defined by the Comprehensive Plan.

(iii) The sign shall be set back a minimum of fifty feet (50') from any side or rear lot line abutting a residential district.

Section 23. Section 11-23-19.E of the Zoning Ordinance (Signs – District Regulations) is hereby amended to read as follows:

E. Within the O-P, I-CBD, I-1, I-2, and I-3 Districts, but not those properties within the freeway corridor district regulated by section 11-23-19.F of this section, the following additional regulations shall apply:

1. Freestanding Signs:

a. Number Allowed: One (1) sign is allowed upon each lot.

b. Area: The area of each sign shall not exceed one hundred (100) square feet for each sign face.

c. Height: The sign shall be a maximum height not to exceed ten feet (10').

2. Wall Signs:

a. Area:

(1) For principal buildings with a gross floor area less than forty-five thousand (45,000) square feet.

(A) The total area of all wall signs shall not exceed one hundred (100) square feet.

(B) The maximum area of any one (1) individual wall sign shall not exceed one hundred (100) square feet.

(2) For principal buildings with a gross floor area of forty-five thousand (45,000) square feet and less than two hundred fifty thousand (250,000) square feet:

(A) The total area of all wall signs shall not exceed four hundred (400) square feet.

(B) The maximum area of any one (1) individual wall sign shall not exceed two hundred (200) square feet.

(3) For principal buildings with a gross floor area of two hundred fifty thousand (250,000) square feet or greater:

(A) The total area of all wall signs shall not exceed eight hundred (800) square feet.

(B) The maximum area of any one (1) individual wall sign shall not exceed four hundred (400) square feet.

b. Number. There is no limit as to the number of wall signs except as governed by the total area of all wall signs allowed by section 11-23-19.E.2.a of this section.

c. Elevations. Wall signs may be located on any elevation of the principal structure except that facing a side or rear lot line abutting a residential district.

Section 24. Section 11-35-3.C.2.b of the Zoning Ordinance (Animals – Keeping Animals) is hereby amended to read as follows:

b. Chickens:

(1) The maximum number of chickens allowed to be kept on a property shall be (6) chickens.

(2) The keeping of roosters is prohibited.

(3) Chickens shall be kept within a coop and outdoor exercise area at all times.

Section 25. Section 11-35-3.C.2.c(2) of the Zoning Ordinance (Animals – Keeping Animals) is hereby amended to read as follows:

(2) Coop Exterior: The exterior finish of the coop shall be wood, provided that the surfaces are painted or stained for exterior use or the wood is of proven durability for exterior use, such as cedar, redwood, or cypress; painted metal; or composite weather-resistant material.

Section 26. Section 11-35-3.C.2.c(6)(D) of the Zoning Ordinance (Animals – Keeping Animals) is hereby repealed in its entirety with subsequent sections renumbered accordingly.

Section 27. Section 11-35-3.C of the Zoning Ordinance (Animals – Keeping Animals) is hereby amended to include the following provisions:

3. Sales of eggs produced solely upon the property shall be allowed provided that:

a. Only occupants of the property are engaged in the sales operation.

b. Only temporary, unenclosed display facilities are allowed.

c. Signs:

1. One (1) sign not to exceed four (4) square feet shall be allowed to be displayed upon the property with the sales operation.

2. Signs shall only be displayed at times when the sales operation is open.

Section 28. Section 11-35-3 of the Zoning Ordinance Animals – Keeping Animals) is hereby amended to include the following provisions with subsequent sections renumbered accordingly:

D. Honey bees and apiaries accessory to a single family dwelling within agriculture/rural or residential districts, provided that:

1. Administrative Permit Required:

a. The keeping of honey bees and apiaries may be allowed upon a property developed with a single-family dwelling within a residential zoning district subject to approval of an administrative permit in accordance with chapter 8 of this title and the provisions of this section.

b. The application for an administrative permit shall include the information required by subsection 11-8-3.B of this title and the following additional information:

(1) The number of colonies to be kept.

(2) A detailed sketch plan of the property drawn to scale including, but not limited to, the location and dimensions of the hive(s).

(3) Specifications for the hive(s) including, but not limited to, dimensions, exterior finish materials and construction methods.

(4) Plans and specifications for a solid fence, wall, or dense vegetative barrier capable required by subsection 11-35-3.D.4.b of this title.

(5) Any other information the Zoning Administrator deems necessary to evaluate the application for compliance with the requirements of this section and this Code.

c. The premises for which an administrative permit is issued in accordance with this subsection shall at all reasonable times be open to inspection by community service officers, the Zoning Administrator, or other City official to determine compliance with the requirements of the permit, this section or other provisions of this title and this Code relating to public health, safety, and welfare.

d. An administrative permit approved in accordance with this section shall not be transferred to another owner upon the sale or change in occupancy of the property to which it is issued and shall not be transferred to another property.

2. Colony Density: The number of colonies allowed upon a lot shall be subject to the following limits:

Lot Area	Maximum Number Of Colonies
<25,000 square feet	2
25,000 square feet to <40,000 square feet	4
40,000 square feet to <5 acres	6
5 acres or greater	8

3. Colony Location:

a. A hive shall be located only within a rear yard.

b. A hive shall be set back a minimum of twenty feet (20') from any lot line.

c. A hive shall not encroach upon any wetland buffer or drainage and utility easement.

4. Performance Standards:

a. Colonies shall be kept in hives with removable frames, which frames shall be kept in sound and usable condition.

b. A solid fence, wall, or dense vegetative barrier capable of interrupting the direct flight of bees shall be used to redirect the bee's flight pattern and prevent a direct line of flight from the hive entry into neighboring properties. The barrier shall start at the ground, be a minimum of six feet (6') in height, and shall extend beyond the direct line of sight from the entrance to the hive to the adjacent property.

c. Each colony on the apiary site shall be provided with a convenient source of water located on the apiary site so long as colonies remain active outside the hive.

d. Materials from a hive or colony which might encourage the presence of honeybees, such as wax comb, shall be promptly disposed of in a sealed container or placed within a building or other bee-proof enclosure.

e. For each colony permitted to be maintained under this section, there may also be maintained upon the same apiary site, one nucleus colony in a hive structure not to exceed one standard nine and five-eighths inch ($9^{5}/_{8}$") depth ten-frame hive body, with no supers.

f. Beekeeping equipment shall be maintained in good condition. Unused beekeeping equipment must be protected to prevent occupancy by swarming honeybees.

g. Hives shall be continuously managed to provide adequate living space for their resident honeybees to control swarming.

h. In any instance in which a colony exhibits unusual aggressive behavior, it shall be the duty of the beekeeper to promptly implement appropriate actions to address the behavior. If requeening is required, queens shall be selected from European stock bred for gentleness and non-swarming characteristics.

i. Fruit trees and other flowering trees, which are located on an apiary site, shall not be sprayed, while in full bloom, with any substance which is injurious to honeybees.

Section 29. Section 11-35-3.F.2 of the Zoning Ordinance Animals – Keeping Animals; Honey Bees and Apiaries) is hereby repealed in its entirety.

Section 30. Section 11-37-3.A of the Zoning Ordinance (Motor Vehicle Fuel Facilities – Motor Vehicle Fuel Sales, Not Including Truck Stops or Automobile Repair) is hereby amended to read as follows:

A. District Application: Motor vehicle fuel sales shall be allowed in a M-1, C-2, C-3, and I-1 district as a conditional use. The standards and requirements for motor fuel sales shall be in addition to those which are imposed for other uses and activities occurring on the property.

Section 31. Section 11-37-3.D of the Zoning Ordinance (Motor Vehicle Fuel Facilities – Motor Vehicle Fuel Sales, Not Including Truck Stops or Automobile Repair) is hereby amended to read as follows:

D. Hours: Hours of operation shall be limited within the respective zoning districts as follows, unless extended by the city council as part of the conditional use permit.

1. M-1 district: No limit except as may be required by the city council.

2. C-2 district: No limit except as may be required by the city council.

3. C-3 district: No limit except as may be required by the city council.

4. I-1 district: No limit except as may be required by the city council.

Section 32. Section 11-37-5.A of the Zoning Ordinance (Motor Vehicle Fuel Facilities – Motor Vehicle Fuel Sales, Including Convenience Grocery And/Or Prepared Food, Not Including Truck Stops or Automobile Repair) is hereby amended to read as follows:

A. Conditional Use: Motor vehicle fuel sales including convenience grocery and/or prepared food shall be allowed in the M-1, C-2, C-3, C-CBD, and I-1 Districts subject to approval of a conditional use permit.

Section 33. Section 11-37-5.D.1 of the Zoning Ordinance (Motor Vehicle Fuel Facilities – Motor Vehicle Fuel Sales, Including Convenience Grocery And/Or Prepared Food, Not Including Truck Stops or Automobile Repair) is hereby amended to read as follows:

1. Food is to be prepackaged and warmed only and no drive-through window is provided; convenience food may be allowed as a secondary use with approval of a conditional use permit as provided for within the respective zoning district.

Section 34. Section 11-50-11.F.6 of the Zoning Ordinance (RS-1 District – Uses by Administrative Permit) is hereby repealed in its entirety.

Section 35. Section 11-51-11.F.6 of the Zoning Ordinance (RS-2 District – Uses by Administrative Permit) is hereby repealed in its entirety.

Section 36. Section 11-52-11.F.6 of the Zoning Ordinance (RS-3 District – Uses by Administrative Permit) is hereby repealed in its entirety.

Section 37. Section 11-53-11.F.6 of the Zoning Ordinance (RS-4 District – Uses by Administrative Permit) is hereby repealed in its entiret.

Section 38. Section 11-54-11 of the Zoning Ordinance (RS-CBD District – Uses by Administrative Permit) is hereby amended to include the following provisions:

G. Separate living quarters that include kitchen facilities for housing multiple generations as an accessory use within a single-family dwelling provided that:

1. The design and construction of the principal building is not a two-family dwelling as defined by this title and shall comply with the following:

   a. The area of the accessory dwelling unit shall be limited to not more than thirty (30) percent of the gross floor area of the principal building (not including attached accessory floor area).

   b. There shall be no more than two (2) bedrooms as defined by the building code within the accessory dwelling unit.

2. There shall be an interior connection between the main living area and accessory living quarters that is able to be unlocked from each side of the connection and that is not secured by a deadbolt or keyed lockset.

3. The principal building shall be served by single municipal water, sanitary sewer, gas and/or electric utility service lines each with a single meter for the respective utility where applicable.

4. The principal building shall have one heating and air conditioning system.

5. The property shall have one postal address.

Section 39. Section 11-58-17.E of the Zoning Ordinance (RM-1 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

E. Private Drive Setbacks. Buildings shall be set back a minimum of twenty feet (20') to the principal building and thirty feet (30') to the garage face from the back of curb line of private drives.

Section 40. Section 11-59-17.E of the Zoning Ordinance (RM-2 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

E. Private Drive Setbacks. Buildings shall be set back a minimum of twenty feet (20') to the principal building and thirty feet (30') to the garage face from the back of curb line of private drives.

Section 41. Section 11-60-17.E of the Zoning Ordinance (RM-3 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

E. Private Drive Setbacks. Buildings shall be set back a minimum of twenty feet (20') to the principal building and thirty feet (30') to the garage face from the back of curb line of private drives.

Section 42. Section 11-61-3.F of the Zoning Ordinance (RH-1 District – Permitted Uses) is hereby amended to read as follows:

F. Townhomes with no more than six (6) dwelling units per structure if in a row or no more than twelve (12) dwelling units if back to back.

Section 43. Section 11-61-15.F of the Zoning Ordinance (RH-1 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

F. Private Drive Setbacks. Buildings shall be set back a minimum of fifteen feet (15') to the principal building and thirty feet (30') to the garage face from the back of curb line of private drives and off-street parking areas.

Section 44. Section 11-62-3.F of the Zoning Ordinance (RH-2 District – Permitted Uses) is hereby amended to read as follows:

F. Townhomes with no more than six (6) dwelling units per structure if in a row or no more than twelve (12) dwelling units if back to back.

Section 45. Section 11-62-15.F of the Zoning Ordinance (RH-2 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

F. Private Drive Setbacks. Buildings shall be set back a minimum of fifteen feet (15') to the principal building and thirty feet (30') to the garage face from the back of curb line of private drives and off-street parking areas.

Section 46. Section 11-63-11 of the Zoning Ordinance (RH-CBD District – Interim Uses) is hereby amended to add the following provisions with subsequent sections renumbered accordingly:

C. Single-family dwellings existing as of July 17, 2000, provided that:

1. The use shall be subject to the requirements applicable to single-family uses within the RS-CBD district.

2. The interim use shall terminate upon redevelopment of the single family property to another permitted or conditional use of the RH-CBD District.

Section 47. Section 11-66-7.F of the Zoning Ordinance (M-2 District – Conditional Uses) is hereby amended to include the following provisions with subsequent sections renumbered accordingly:

7. Drive-Through Windows: Service windows shall be allowed if the following additional criteria are satisfied:

a. Not less than one hundred eighty feet (180') of segregated automobile stacking lane must be provided for the service window.

b. No part of the public street or boulevard may be used for stacking of automobiles.

Section 48. Section 11-66-7.E.8 of the Zoning Ordinance (M-2 District – Conditional Uses) is hereby amended to read as follows:

8. Signs: All signs and informational or visual communication devices shall be minimized and shall be in compliance with chapter 23 of this title, and the following provisions:

~~a.~~ Menu Signs: Convenience food uses may display menu signs related to drive-through facilities when approved subject to section 11-66-7.F of this title, provided that:

(1) Not more than two (2) menu signs per drive-through lane are allowed.

(2) The menu sign(s) shall be single sided with an area not to exceed fifty (50) square feet.

(3) The height of the menu sign(s) shall not exceed eight feet (8') including its base or pole measured from grade to the top of the structure.

(4) The menu sign(s) shall not encroach into any principal building setback and shall be located directly adjacent to the drive-through aisle and oriented in such a manner so that the sign provides information to the drive-through patrons only and does not provide supplemental advertising to pass-by traffic and does not impair site visibility or obstruct circulation.

Section 49. Section 11-70-7.B of the Zoning Ordinance (O-R District – Conditional Uses) is hereby repealed in its entirety subsequent sections renumbered accordingly.

Section 50. Section 11-70-11.A of the Zoning Ordinance (O-R District – Uses by Administrative Permit) is hereby amended to include the following provision and subsequent sections renumbered accordingly:

A. Commercial Activities: Retail commercial activities, provided that:

1. Merchandise is sold at retail.

2. The retail activity is located within a structure whose principal use is not commercial sales.

3. The retail activity shall not occupy more than fifteen percent (15%) of the gross floor area of the building.

4. No directly or indirectly illuminated sign or sign in excess of ten (10) square feet identifying the name of the business shall be visible from the outside of the building.

5. No signs or posters of any type advertising products for sale shall be located on the outside of the building.

Section 51. Section 11-71-7 of the Zoning Ordinance (C-1 District – Conditional Uses) is hereby repealed in its entirety and subsequent sections renumbered accordingly.

Section 52. Section 11-75-3.L of the Zoning Ordinance (O-P District – Permitted Uses) is hereby repealed in its entirety and subsequent sections renumbered accordingly.

Section 53. Section 11-86-3.T of the Zoning Ordinance (I-1 District- Permitted Uses) is hereby repealed in its entirety and subsequent sections renumbered accordingly:

Section 54. Section 11-86-7 of the Zoning Ordinance (I-1 District – Conditional Uses) is hereby amended to add the following provisions with subsequent sections renumbered accordingly:

D. Data centers, provided that:

1. All buildings, structures, and outdoor equipment (including generators) shall be setback a minimum of five hundred feet (500') from:

   a. Right-of-way for CSAH 70.

   b. Residential zoned property and existing residential uses.

   c. Corporate limits of the City of Lakeville.

2. An energy consumption plan, prepared by a qualified licensed engineer, shall be submitted outlining:

   a. Estimates of peak electricity demand and strategies for mitigating strain on local power infrastructure.

   b. Proposed improvements or alternatives to minimize the need for additional transmission lines.

   c. Identifying the need for new or upgraded transmission lines to be installed at developers' expense to meet the use's electricity requirements.

3. A water consumption plan, prepared by a qualified licensed engineer, shall be submitted outlining:

   a. Estimated total water requirements of the use including average daily and peak water demand.

   b. Potential impacts on municipal water supply infrastructure.

   c. Potential impacts on groundwater and surface water resources.

   d. Available water utility capacity to serve the use.

   e. Consistency with the goals, policies, and plans of the Comprehensive Plan, including, but not limited to, the Water Management Plan and the Capital Improvement Plan.

   f. The use shall use water-efficient cooling technologies and closed-loop cooling systems or alternative technologies that demonstrate equal or lower water consumption; alternative cooling methods are encouraged, such as air-cooled systems.

4. Noise: Sound generated by the use shall comply with section 11-16-25 of this title and the following additional requirements:

   a. A sound study prepared by an acoustic engineer shall be submitted documenting:

      (1) Existing baseline noise levels in the area of the data centers.

      (2) Proposed sound mitigation measures to be incorporated in construction of the data center to reduce noise and estimating proposed noise levels of the use measured at the property lines of receiving land uses.

      (3) A-weighted (dBA) and C-weighted (dBC) measurements with full frequency spectra to identify low-frequency and tonal components.

      (4) Expected daytime and nighttime operation noise levels, including cooling systems, generators, and other equipment, for indoors and outdoors at multiple radii from the subject property.

   b. Maximum sound levels:

      (1) With the exception of sound levels elsewhere specifically authorized or allowed by this code, the following are maximum permissible sound levels generated by the data center allowed at the property boundary of a receiving land use for unamplified sound:

Receiving Land Use	Maximum L5A Level Permitted		
	7 A.M. – 7 P.M.	7 P.M. - 10 P.M.	10 P.M. – 7 A.M.
Residential	65 dBA	60 dBA	55 dBA
Commercial	65 dBA	65 dBA	65 dBA

Industrial	80 dBA	80 dBA	80 dBA

Receiving Land Use	Maximum L5C Level Permitted		
	7 A.M. – 7 P.M.	7 P.M. - 10 P.M.	10 P.M. – 7 A.M.
Residential	76 dBC	74 dBC	72 dBC
Commercial	82 dBC	80 dBC	78 dBC
Industrial	85 dBC	85 dBC	85 dBC

(2) If the volume of sound exceeds the maximum permissible sound level by a measurement of L5A or L5C, at any time during a ten (10) minute meter reading, the sound is prohibited and is in violation of this chapter.

c. Noise Verification:

(1) An additional sound study shall be prepared by the operator at such time as the use becomes fully operational to document compliance with section 11-16-10 of this title and this section.

(2) The City may order an additional noise study once within any three hundred sixty-five (365) period to be conducted during peak operation of the use to document compliance with section 11-16-10 of this title and this section.

(3) Where any noise study identifies greater than maximum permissible sound levels in violation of this title, the city may seek to suspend or revoke the conditional use permit in accordance with section 11-4-9 of this title.

5. Generators shall operate, including testing, only between the hours of 9:00 am and 5:00 pm, Monday through Friday, excluding Federal holidays, except when providing emergency electric power during an outage, which is not a voluntary curtailment or shutdown of electric service.

6. Principal and accessory buildings shall comply with the exterior finish material and design requirements as required in Section 11-17-9 D of this title.

7. Any accessory structures or any equipment not enclosed within a building shall be fully screened to a minimum height of fourteen feet (14') through the use of topography, berms, landscaping, fences, and walls in accordance with section 11-19-13 of this title so as not to be visible from abutting public rights-of-way, residential districts, or residential uses from the perspective measured at a point five feet (5') above grade or from the view of any window of a residential building facing the data center.

8. All exterior lighting shall comply with the requirements of Section 11-16-17 of this title and the following:

a. Manufacturer specifications for all sources of exterior lighting shall not exceed a maximum Correlated Color Temperature of 3,000 degrees Kelvin.

b. All exterior lighting fixtures shall be reduced in intensity by fifty percent (50%) between the hours of 10:00 P.M. and 5:00 A.M.

c. For a use abutting property guided by the Comprehensive Plan for residential, public and quasi-public, or park land uses; zoned residential or public-open space district; or developed with a residential use:

(1) All exterior lighting fixtures shall setback a minimum of fifty feet (50') feet from any property line.

(2) The intensity of exterior lighting measured at a setback of ten feet (10') from all property lines shall not exceed 0.0 footcandles.

9. Decommissioning:

a. A decommissioning plan, prepared by a qualified professional, outlining the estimated timeframe, cost, and procedures for discontinuance of the use, removal of equipment, disposal of waste or recycling of materials, and site restoration shall be required.

b. Financial Security:

(1) Prior to issuance of a building permit, the property owner shall provide the City a financial security in a form approved by the City Attorney to insure decommissioning of the use and restoration of the property.

(2) The amount of the financial security shall be one hundred five percent (105%) of the estimated cost of decommissioning cost and restoration of the property, as determined by the city, including, but not limited to, the following:

(A) Removal and disposal of buildings and structures; electrical substations and infrastructure; and generators and fuel storage.

(B) Removal and disposal of hazardous materials and environmental remediation.

(C) Grading, erosion control, and site stabilization.

(3) The financial security shall be reviewed every five (5) years to ensure the amount equals the current estimated cost, as determined by the city, of decommissioning.

10. The applicant and property owner shall be responsible for all costs incurred by the City related to consideration of the request, including costs for city staff and consultants the city deems necessary to evaluate the application on behalf of the city, in accordance with section 11-1-9 of this title.

F. Motor Vehicle fuel sales with or without convenience grocery and/or prepared food as regulated by Chapter 37 of this title provided that:

1. The property is a minimum of four (4) acres with direct frontage to a principle arterial roadway.

Section 55. Section 11-102-9.B.2 of the Zoning Ordinance (Shoreland Overlay District – Shoreland Classification) is hereby amended to read as follows:

2. Rivers:

Name	Classification	Location	
		To	From
Unnamed to Vermillion River (south branch of North Creek)	Tributary (T)	Sec 8 T 114 R 20	Sec 29 T 114 R 19
Unnamed to Vermillion River (north branch of North Creek)	Tributary (T)	Sec 34 T 115 R 20	Sec 12 T 114 R 20
Unnamed to unnamed	Tributary (T)	Sec 17 T 114 R 20	Sec 30 T 114 R 19
Unnamed to unnamed	Tributary (T)	Sec 21 T 114 R 20	Sec23 T 114 R 20
Unnamed to Vermillion River (south branch of South Creek)	Tributary (T)	Sec 36 T 114 R 21	Sec36 T 114 R 20
Unnamed to unnamed	Tributary (T)	Sec 19 T114 R20	Sec33 T 114 R 20
Unnamed to unnamed	Tributary (T)	Sec 4 T 113 R 20	Sec 34 T 114 R 20

Section 56. Section 11-102-17 of the Zoning Ordinance (Shoreland Overlay District – Development Regulations) is hereby amended to add the following provisions:

J. Decks. Deck additions may be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria are met:

1. The structure existed on the date the structure setbacks were established.

2. A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure as determined by the Zoning Administrator.

3. The deck encroachment toward the ordinary high water level does not exceed fifteen (15) percent of the existing setback of the structure from the ordinary high water level or is no closer than thirty feet (30') from the ordinary high water level, whichever is more restrictive.

4. The deck shall not be roofed or screened.

(Remainder of page intentionally blank; signatures follow)

Section 57. This Ordinance shall be effective immediately upon its passage and publication according to law.

ADOPTED by the Lakeville City Council this 3rd day of August, 2026.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST

BY: _____
Taylor Snider, Deputy City Clerk

SUMMARY ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE SUBDIVISION ORDINANCE AND ZONING ORDINANCE OF THE LAKEVILLE CITY CODE

This ordinance amends Titles 10 and 11 of the Lakeville City Code. Amendments have been made to the following chapters of the Lakeville City Code:

10-4-4: Design Standards – Lots
10-4-3: Design Standards – Streets and Alleys
10-4-4: Design Standards – Easements
11-2-3: Rules and Definitions – Definitions
11-15-9: Non-conforming Buildings, Structures and Uses – Non-Conforming Lots
11-16-5: General Performance Standards – Platted and Unplatted Property
11-17-7: General Yard, Lot Area and Building Regulations – Building Height
11-17-11: General Yard, Lot Area and Building Regulations – Yards
11-17-19: General Yard, Lot Area and Building Regulations – Minimum Lot Area, Unsewered Lots
11-17-23: General Yard, Lot Area and Building Regulations – Single Family Dwellings
11-19-13: Off-Street Parking Requirements – Number of Spaces Required
11-21-9: Fencing/Screening/Landscaping – Required Screening and Landscaping
11-23-15: Signs – General Regulations
11-23-19: Signs – District Regulations
11-35-3: Animals – Keeping Animals
11-37-3: Motor Vehicle Fuel Facilities – Motor Vehicle Fuel Sales, Not Including Truck Stops or Automobile Repair
11-37-5: Motor Vehicle Fuel Facilities – Motor Vehicle Fuel Sales, Including Convenience Grocery And/Or Prepared Food, Not Including Truck Stops or Automobile Repair
11-37-7: Motor Vehicle Fuel Facilities –Truck Stops
11-50-11: RS-1 District – Uses by Administrative Permit
11-51-11: RS-2 District – Uses by Administrative Permit
11-52-11: RS-3 District – Uses by Administrative Permit
11-53-11: RS-4 District – Uses by Administrative Permit
11-54-11: RS-CBD District – Uses by Administrative Permit
11-58-17: RM-1 District – Lot Requirements and Setbacks
11-59-17: RM-2 District – Lot Requirements and Setbacks
11-60-17: RM-3 District – Lot Requirements and Setbacks
11-61-3: RH-1 District – Permitted Uses
11-61-15: RH-2 District – Lot Requirements and Setbacks
11-62-3: RH-2 District – Permitted Uses
11-62-15: RH-2 District – Lot Requirements and Setbacks
11-63-11: RH-CBD District – Interim Uses
11-66-7: M-2 District – Conditional Uses
11-70-7: O-R District – Conditional Uses
11-70-11: O-R District – Uses by Administrative Permit
11-71-7: C-1 District – Conditional Uses
11-75-3: O-P District – Permitted Uses
11-86-3: I-1 District – Permitted Uses
11-86-7: I-1 District – Conditional Uses
11-87-3: I-2 District – Permitted Uses
11-102-9: Shoreland Overlay District – Shoreland Classification
11-102-17: Shoreland Overlay District – Development Regulations

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 3rd day of August, 2026.

CITY OF LAKEVILLE

BY: _____
Luke Hellier, Mayor

ATTEST

BY: _____
Taylor Snider, Duputy City Clerk

CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
July 23, 2026

Chair Zimmer called the meeting to order at 6:00 p.m. in the City Council Chambers at City Hall. The Pledge of Allegiance to the flag was given.

Members Present: Chair Christine Zimmer, Pat Kaluza, John Swaney, Amanda Tinsley, Mark Traffas, Ex Officio Kelli Coughlin

Members Absent: Vice Chair Scott Einck and Jason Swenson

Staff Present: Planning Manager Kris Jenson, Community Development Director Tina Goodroad, Assistant City Engineer Jon Nelson.

3. Approval of the Meeting Minutes

The June 25, 2026 Planning Commission meeting and Planning Commission Work Session minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson notified the commission of an email that staff received regarding the Palmer Crossing preliminary plat. This email was provided to the commission for review in their packet.

5a. Amendments to Title 10 (Subdivisions) and Title 11 (Zoning) of the City Code

Chair Zimmer opened the public hearing to consider Amendments to Title 10 (Subdivision) and Title 11 (Zoning) of the City Code.

Daniel Licht, representing The Planning Company, which provides consultation services to the City, presented the proposed amendments and summarized the proposed changes to the City Code.

Community Development Department staff recommend approval of amendments as presented.

Chair Zimmer opened the hearing for public comment.

Charles Banks, 20153 Hollister Lane, member of the Lakeville Friends of the Environment and Lakeville Green Coalition. He expressed his appreciation for the proposed changes regarding data centers but added that he would like to see additional standards for data centers regarding energy and water consumption.

Motion was made by Traffas, seconded by Tinsley to close the public hearing at 6:24 p.m.

DRAFT

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission:

- Commissioner Traffas – Overall thought that the proposed requirements for testing of water, power and noise are all good additions and suggested adding an economic impact statement for data centers as well.

Mr. Licht stated that the City could request that information; the City's regulations primarily pertain to land use and infrastructure impacts. The economic impact would be considered separate from the proposed zoning amendments but agreed that it would be good information to have.

Commissioner Kaluza expressed his appreciation for staff and the consultant's efforts on updating the City Code. Kaluza shared historical insight into the process and indicated that the City Code is a living document that can be updated to ensure the best possible practices are put forward.

Mr. Licht touched on data centers and indicated that the City Code pertaining to them would continue to change. The proposed amendments are a starting point and may change as new information and regulations become available. Mr. Licht shared more on how some resources that will be impacted by the construction of data centers are regulated regionally.

Motion was made by Swaney, seconded by Tinsley to recommend to City Council approval of Amendments to Title 10 (Subdivision) and Title 11 (Zoning) of the City Code.

Ayes: Kaluza, Swaney, Tinsley, Traffas, Zimmer

Nays: 0

5b. 20010 Hamburg Avenue

Chair Zimmer opened the public hearing to consider the application of Pinnacle Family Homes on behalf of Fernando Mellado-Barboza for a conditional use permit to allow the maximum combined accessory building square footage to exceed 1,250 gross square feet in the RST-2, Single Family Residential District.

Rod Just representing Pinnacle Family Homes gave a brief overview of the project. The current homeowner plans to to raze his home and build a new one on his 10-acre plot. Due to a large accessory structure on site, construction of the proposed attached garage requires a CUP due to the maximum accessory storage area permitted in the RST-2 District.

Planning Manager Kris Jenson presented the staff report. At the time that the home and accessory structure was constructed, the Zoning Ordinance allowed the construction of both. When zoning districts were updated after the adoption of the 2040 Comprehensive Plan, the property was rezoned to RST-2 District, which allows for a maximum of 1,250 square feet of accessory storage area. Construction of the new attached garage space in addition to the existing accessory structure triggers the need for a CUP.

DRAFT

Date: 8/3/2026

20975 Howland Avenue Interim Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve an interim use permit for a single-family home within the RH-CBD, High Density Residential District – Central Business District and adopt the findings of fact.

Overview

Kenneth Pitcher of 20975 Howland Avenue has applied for an interim use permit (IUP) for an existing single-family home within the RH-CBD, High Density Residential District – Central Business District. Approval of the IUP will allow Mr. Pitcher to apply for a building permit for an addition to the existing single-family home on the site, subject to the performance standards of the RS-CBD Single Family Residential District – Central Business District. The IUP also stipulates that it will terminate upon redevelopment of the single-family home to a permitted or conditional use within the RH-CBD district.

The Planning Commission held a public hearing on the IUP application at its July 23, 2026 meeting and unanimously recommended approval. There was no public comment.

Supporting Information

1. Interim Use Permit form + Findings of Fact
2. July 23, 2026 draft Planning Commission meeting minutes
3. July 16, 2026 Planning Report

Financial Impact: $0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Home for All Ages and Stages of Life
Report Completed by: Kris Jenson, Planning Manager

(*Reserved for Dakota County Recording Information*)

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

INTERIM USE PERMIT NO. 26-___

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves an Interim Use Permit for Kenneth Pitcher to allow a single family home in the RH-CBD, High Density Central Business District located at 20975 Howland Avenue.

2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

   Lots 4 and 9, Block 4 "Fairfield", excepting therefrom the right of way of the Minneapolis, Northfield, and Southern Railway and the west 20 feet of the vacated Howland Avenue.

3. Conditions. This interim use permit is issued subject to the following conditions:
   a. The use shall be subject to the requirements applicable to single-family uses within the RS-CBD District.
   b. The interim use shall terminate upon redevelopment of the single family property to another permitted or conditional use of the RH-CBD District.

4. Revocation. The City may revoke the interim use permit for cause upon determination that the interim 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 interim use permit shall expire unless the applicant commences the authorized use within one year of the date of this interim use permit unless an extension is approved by the Zoning Administrator.

DATED: August 3, 2026

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Taylor Snider, Deputy City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 19th day of **May 2025** by Luke M. Hellier, Mayor and by Taylor Snider, Deputy 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

PITCHER INTERIM USE PERMIT

FINDINGS OF FACT AND DECISION

On July 23, 2026 the Lakeville Planning Commission met at it's regularly scheduled meeting to consider the application of Kenneth Pitcher for an Interim Use Permit to allow a single family dwelling within the RH-CBD, High Density Residential District – Central Business District on property located at 20975 Howland Avenue. The Planning Commission conducted a public hearing on the proposed interim 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:

1. The property is currently zoned RH-CBD, High Density Residential District – Central Business District.
2. The property is located in Planning District No. 4 of the 2040 Comprehensive Plan, which guides the property for medium/high density residential uses.
3. The legal description of the property is:

   Lots 4 and 9, Block 4 "Fairfield", excepting therefrom the right of way of the Minneapolis, Northfield, and Southern Railway and the west 20 feet of the vacated Howland Avenue.
4. Section 11-5-3E of the City of Lakeville Zoning Ordinance provides that the Planning Commission shall consider possible effects of the proposed interim use with its judgement based upon, but not limited to, the following factors:

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

   Finding: Because the single family home already exists on the site, there is no change in the use with the approval of an interim use permit.

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

   Finding: All six of the homes on the block are single family homes.

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

Finding: The existing single family home will be subject to the performance standards of the RS-CBD, Single-Family Residential – Central Business District.

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

Finding: *N/A; the single family home is already existing.*

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

Finding: N/A; the single family home is already existing.

5. The report dated July 16, 2026 and prepared by Planning Manager Kris Jenson is incorporated herein.

DECISION

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

DATED: August 3, 2026

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

BY: _____

Taylor Snider, Deputy City Clerk

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

Chair Zimmer opened the hearing for public comment.

There was no public comment.

Motion was made by Traffas, seconded by Swaney to close the public hearing at 6:37 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission:

- There were no additional comments or questions from the commission.

Motion was made by Traffas, seconded by Kaluza to recommend to City Council approval of a Conditional Use Permit to allow accessory building square footage to exceed 1,250 square feet in the RST-2, Single and Two Family Residential District and the findings of fact, subject to the following stipulations:

1. The garage shall be constructed in the location identified on the site plan approved with this conditional use permit.
2. The accessory buildings shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
3. No commercial activity, storage of commercial equipment or use as a dwelling shall take place within any accessory building on the property. Commercial storage or storage for third parties is not permitted.
4. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

Ayes: Kaluza, Swaney, Tinsley, Traffas, Zimmer

Nays: 0

5c. Interim Use Permit to allow a single-family dwelling at 20975 Howland Avenue

Chair Zimmer opened the public hearing to consider the application of Ken Pitcher for an interim use permit to allow a single-family dwelling in the RH-CBD, High Density Residential District-Central Business District.

The applicant was not in attendance, Planning Manager Kris Jenson presented the staff report. The applicant is request an interim use permit for a single family home in the RH-CBD District. Granting the IUP will allow the applicant to construct an addition to his home. Because the request is for an IUP, it includes a stipulation that the IUP will terminate when the property redevelops to another permitted or conditional use of the RH-CBD District.

Chair Zimmer opened the hearing for public comment.

DRAFT

There was no public comment.

Motion was made by Kaluza, seconded by Traffas to close the public hearing at 6:43 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission:

- There were no additional comments or questions from the commission.

Motion was made by Swaney, seconded by Tinsley to recommend to City Council approval of Interim Use Permit to allow a single-family dwelling at 20975 Howland Avenue.

Ayes: Kaluza, Swaney, Tinsley, Traffas, Zimmer

Nays: 0

5d. Palmer Crossing

Chair Zimmer opened the public hearing to consider the application of Poehling Family Companies, LLC. (PFC Builders) for a preliminary plat of a 24-lot single-family subdivision located at 7880 202nd Street to be known as Palmer Crossing.

Nick Poehling of PFC Builders introduced the project and provided some background on their current activities in Lakeville.

Community Development Director Tina Goodroad presented the staff report. The property is 10 acres and is zoned RST-2 Single and Two Family Residential District; all of the proposed lots meet the minimum requirements of the district. Gresham Way was stubbed to the property with the Aspen Grove development as access to 202nd Street (CSAH 50) is not permitted by Dakota County. The tree inventory identifies trees for removal while the landscape plan includes a buffer along 202nd Street (CSAH 50) as well as along the stormwater pond within the development. Staff recommends approval of the Palmer Crossing preliminary plat.

Chair Zimmer opened the hearing for public comment.

Jennifer Klinkner– 7947 204th Street - Resides adjacent to the proposed subdivision and expressed concerns about the increased traffic, given the number of children who live in the area. Asked if a traffic study was completed and if direct access to County Road 50 instead of Gresham Way was a consideration. Asked for clarification on what trees were identified for preservation on the site.

Motion was made by Traffas, seconded by Tinsley to close the public hearing at 6:52 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission:

DRAFT

City of Lakeville
Community Development

Memorandum

To: Planning Commission

From: Kris Jenson, Planning Manager

Date: July 16, 2026

Subject: Packet Material for the July 23, 2026 Planning Commission Meeting

Agenda Item: 20975 Howland Avenue - Interim Use Permit

Application Action Deadline: August 17, 2026

INTRODUCTION

Kenneth Pitcher has applied for an interim use permit (IUP) for the single-family home at 20975 Howland Avenue to in order to allow an addition to the home, located in the RH-CBD, High Density Residential District – Central Business District. The property is 0.31 acres and includes a single-family home with a detached single-car garage constructed in 1920. The applicant intends to construct a 300-square-foot addition to the home to provide additional living space and bedrooms. A location map is attached as Exhibit A for your review.

SITE ANALYSIS

Ordinance Amendment. Currently, single family homes are not allowed in the RH-CBD District. When the applicant applied for a building permit to add on to the home and was told that an addition wouldn't be permitted, he approached Community Development staff to discuss his options. In consultation with Planning Consultant Daniel Licht, it was determined that an amendment to the RH-CBD District to allow single family homes by Interim Use Permit was the best approach. There are currently 15 single family dwellings that are within the RH-CBD district.

Because single family homes are currently a non-conforming use within the RH-CBD district, they are not allowed to be expanded or intensified. By allowing single family homes as an interim use permit, subject to the requirements of the RS-CDB District, the homeowner will be allowed to make modifications and improvements to his home that otherwise wouldn't be allowed.

Existing Conditions. The single-family home was originally constructed in 1920, but was located elsewhere and moved onto the property in the late 1940s. Until the property was rezoned in

2020 as part of the 2040 Comprehensive Plan update, the property was zoned some type of medium density residential district that likely allowed single family homes as a permitted use.

Adjacent Land Uses. The applicant's home is one of six single family homes on the block. The Art Center is across Howland Avenue to the east.

INTERIM USE PERMIT ANALYSIS

Provided the City Council adopts the proposed Zoning Ordinance amendment to Section 11-63-11 of the Zoning Ordinance, an interim use permit may be granted to single family homes so that they can follow the requirements of the RS-CBD district, which is the primary zoning district of the homes in the areas to the north and east of downtown Lakeville.

Section 11-5-3 directs the Planning Commission to consider the effects of the proposed use with its judgement based upon, but not limited to, the following factors:

A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official city comprehensive plan.

Finding: Because the single family home already exists on the site, there is no change in the use with the approval of an interim use permit.

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

Finding: All six of the homes on the block are single family homes.

C. The proposed use conforms with all performance standards contained in this code.

Finding: The existing single family home will be subject to the performance standards of the RS-CBD, Single-Family Residential – Central Business District.

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

Finding: N/A; the single family home is already existing.

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

Finding: N/A; the single family home is already existing.

RECOMMENDATION

Community Development Department staff recommends approval of an interim use permit for the single family home at 20975 Howland Avenue, subject to the following stipulations:

1. The use shall be subject to the requirements applicable to single family uses within the RS-CBD district.
2. The interim use shall terminate upon redevelopment of the single family property to another permitted or conditional use of the RH-CBD District.

Findings of Fact are attached for consideration.

City of Lakeville
Location Map
20975 Howland Ave
IUP

EXHIBIT A

Date: 8/3/2026

Pavement Management Program Review

Proposed Action
Staff recommends adoption of the following motion: Information only

Overview
Staff will give a brief update on the City's Pavement Program. The presentation will summarize the purpose and benefits of pavement management, describe the City's current program and the condition of the pavement network, and outline the pavement projects programmed in the current Capital Improvement Plan (CIP). The information is intended to inform discussion; no formal Council action is requested at this time.

Overview & Benefits of Pavement
Management: Pavement management is a systematic process of maintaining, upgrading, and operating a network of pavements to optimize pavement life and economic pavement conditions across the entire network within an agency's budgetary constraints. In practice, the program involves:

- Monitoring pavement condition over time through a regular data collection and rating procedure;
- Using a pavement management program to optimize the strategic application of pavement preservation treatments; and
- Keeping pavements in good or better condition while maximizing their overall life cycle.

Applying the right treatment at the right time allows the City to extend the useful life of its roadways and avoid the substantially higher costs associated with full reconstruction of failed pavement.

City Pavement Network

- The City maintains approximately 333 miles of roads.
- The current present-day replacement value of Lakeville's roads is approximately $393,162,000.
- Pavement is the City's single largest capital asset.
- A cost-effective pavement management program is essential to protecting the value of that asset.

Current Pavement Management Program

- The City's current Pavement Management Program (PMP) was established in 2009.
- Approximately 25% of local streets and collector roads are inspected each year. Pavements are rated based on general surface condition using an Overall Condition Index (OCI).
- OCI ratings help identify candidate segments for reconstruction and rehabilitation, and help determine the appropriate timing for those improvements.
- Staff is currently evaluating the use of lidar-scanned video and artificial intelligence (AI) to supplement City staff inspections in determining OCI values. A sample lidar scan was completed on Fieldcrest Avenue, and a network-wide estimated OCI map was produced in November 2025.

Pavement Condition — Current Status and Projections
The table below summarizes OCI model results, including the effect of currently programmed CIP projects. The City-wide OCI goal is 75.

	Local Streets	Collector Streets
Current Rating	81.2	77.4
2027 Projection	77.6	77.3
2030 Average	72	

Current ratings for both local streets (81.2) and collector streets (77.4) exceed the City-wide goal of 75. The model projects that ratings will decline slightly over the planning horizon, with the combined network average falling to approximately 72 by 2030.

Pavement Management Methods
The City has not applied chip seal coating since 2012. The City uses the following treatments to match the pavement condition:

- Crack sealing
- Rejuvenating surface sealing
- 2-inch mill and overlay
- Reconstruction — full-depth reclamation projects

Surface Sealers / Rejuvenators
Surface sealers and rejuvenators are a preventive treatment intended to slow pavement aging and extend service life. A City test section showed a visible difference between treated and untreated pavement: the treated area exhibited noticeably less surface cracking than the adjacent untreated

area. Applied at the appropriate point in a pavement's life, these treatments can delay the need for overlays and reconstruction and improve overall life-cycle cost.

Summary

- Pavement is the City's largest capital asset (approx. $393 million across 333 miles of roads) and a structured pavement management program is essential to protecting that investment.
- The network is currently performing above the City-wide OCI goal of 75, but modeling projects a decline toward a combined average of 72 by 2030.
- Because treatment costs escalate sharply as condition declines, timely preventive maintenance and preservation offer the most cost-effective path to sustaining the network.
- Staff continues to refine the program, including evaluating lidar and AI to improve the efficiency and consistency of condition ratings.

Supporting Information
None

Financial Impact: $ **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Paul Oehme, Public Works Director

Date: 8/3/2026

Youth Advisory Commission Review

Proposed Action
None

Overview
This report reviews the current state of the Youth Advisory Commission, which has struggled with declining membership, low recruitment, and attendance. The commission will lose half of its membership to graduation before the next school year. There has also been a lack of direction for the group's purpose. To address both challenges, staff recommend transitioning away from the current commission model toward a Youth Academy structure, which would recruit students for a structured introduction to city government, similar to the police citizens academy. Staff is seeking Council's direction on whether to move forward with this concept, along with input on program timing, before returning with a detailed program design for formal consideration.

Supporting Information
None

Financial Impact: $ **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Sense of Community and Belonging
Report Completed by: Taylor Snider