



AGENDA CITY COUNCIL MEETING

February 3, 2025 - 6:00 PM
City Hall Council Chambers

Members of the public can participate in person at Lakeville City Hall, 20195 Holyoke Avenue. Members of the public may join the meeting via [Teams Meeting](#), Meeting ID: 233 404 537 029 or by calling Toll Number 1-323-433-2142; Conference ID: 660 796 843#. The mayor will allow for public comments and questions at the appropriate time.

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Metropolitan Mosquito Control
 - b. Police Department Quarterly Update
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 01/21/2025 City Council Meeting
 - c. Minutes of the 01/27/2025 City Council Work Session
 - d. Keokuk Property Purchase Agreement First Amendment
 - e. Approve Plans and Specifications and Set a Bid Date 2025 Street Reconstruction Project
 - f. Lakeville 35 Logistics Park North Addition Final Plat
 - g. Calling Public Hearing on Unpaid Special Charges
 - h. Resolution Amending the Lakeville Fire Relief Association Bylaws Relating to Pension Vesting Schedules and Board Members Compensation
7. Action Items
 - a. Public Hearing on the application for Taqueria Los Compadres for an On-Sale and Sunday Liquor License

City Council Meeting Agenda
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- b. Public Hearing for Vacation of Drainage and Utility Easement and Consider a Preliminary Plat and Conditional Use Permit for the Plat of Antlers Ridge 2nd Addition
- 8. Unfinished Business
- 9. New Business
- 10. Announcements
 - a. Next Regular City Council Meeting, Tuesday, February 18, 2025
 - b. Next Work Session Monday, February 24, 2025
- 11. Adjourn



Date: 2/3/2025

Check Register Summary

Proposed Action

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

Overview

Checks	325075- 325199	\$2,426,301.61
ACH/EFT	19507- 19659	\$1,638,415.38
Total		\$4,064,716.99

The City Council will receive a list of expenditures paid (claims detail) and it is available to the public upon request. The City is the fiscal agent for Lakeville Arenas and Dakota 911 and processes accounts payable invoices and payments which is not included in the total above.

Supporting Information

1. 01.28.25CKSUM-ACH-EFT
2. 01.28.25CKSUM-Checks
3. Check Register 01.28.25 for Feb 3, 2025 Council Mtg - ACH-EFT
4. Check Register 01.28.25 for Feb 3, 2025 Council Mtg - Checks

Financial Impact: \$4,064,716.99 **Budgeted:** Yes **Source:** Various

Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Cheri Donovan, Assistant Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	262,832.86
2000 COMMUNICATIONS FUND	1,377.71
3116 2014 B REFUNDING BONDS	125.00
3119 2017A HRA LEASE REV LIQ REF BO	125.00
3120 2022 A REFUNDING BONDS	62.50
3121 2022B GO TAXABLE BONDS HASSE	62.50
3122 "2022 "C" BONDS (PARK REF)	62.50
3123 2023A PARK REFERENDUM BONDS	62.50
3124 2024 "A" TAX BONDS (PARK REF)	62.50
3251 2021 A APEX ENERGY SAVINGS	125.00
3252 2021 B KEOKUK LIQUOR STORE	125.00
3253 2022B TAXABLE GO REF BONDS 16A	62.50
3315 2011 "A" IMPROVE BONDS	125.00
3318 2014 "A" IMPROVEMENT BONDS	125.00
3319 2015 A IMPROVEMENT BONDS	125.00
3320 2016 B IMPR BONDS INCL 2015 P2	125.00
3321 2017 A IMPROVEMENT BONDS	125.00
3322 2018 A IMP BONDS	125.00
3323 2019 A IMP BONDS	125.00
3324 2020 A IMP BONDS	125.00
3325 2022 "" IMPR BONDS	62.50
3326 2022 "A" IMP BONDS	62.50
3327 2024 "A" IMPR BONDS	62.50
3538 2018 B ST RECON REF BOND (09A)	125.00
3539 2021 C STREET RECONSTR BONDS	125.00
3541 2023A STREET RECON BONDS	62.50
3702 2016 A WATER REVENUE BONDS	125.00
4000 BUILDING FUND	74,748.47
4100 EQUIPMENT FUND	61,515.25
4125 TECHNOLOGY FUND	17,934.23
4200 PARK DEDICATION FUND	5,208.11
4700 2022 C PARK BONDS	326.00
4710 2023 A PARK BONDS	148,286.46
4720 2024 A PARK BONDS	9,859.04
5200 STATE AID CONSTRUCTION FUND	20,768.85
5300 PAVEMENT MANAGEMENT FUND	46,171.75
5500 WATER TRUNK FUND	8,727.50
5600 SANITARY SEWER TRUNK FUND	4,870.50
6000 IMPROVEMENT CONSTRUCTION FUND	13,704.00
6590 2023 "" STREET RECONSTRUCTION	3,327.25
6595 24-02 STREET RECONSTRUCTION	14,345.00
6597 2025 STREET PROJECTS	64,843.50
7450 ENVIRONMENTAL RESOURCES FUND	54,174.24
7575 STREET LIGHTING FUND	454.20
7600 WATER FUND	27,436.88
7700 SEWER FUND	2,733.66
7800 LIQUOR FUND	788,852.35
8000 ESCROW FUND	1,799.82
8970 LAKEVILLE ARENAS - OPERATIONS	762.75
9800 PAYROLL CLEARING FUND	855.00
Report Total:	1,638,415.38

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	231,940.48
2000 COMMUNICATIONS FUND	41.39
4000 BUILDING FUND	10,680.00
4100 EQUIPMENT FUND	63,441.85
4125 TECHNOLOGY FUND	4,911.94
4200 PARK DEDICATION FUND	901.65
5200 STATE AID CONSTRUCTION FUND	765,448.34
6586 22-03 210TH ST LKVL BLVD RECON	128,508.60
7450 ENVIRONMENTAL RESOURCES FUND	3,603.30
7550 UTILITY FISCAL ADMINISTRATION	22.50
7575 STREET LIGHTING FUND	63,247.42
7600 WATER FUND	197,433.21
7700 SEWER FUND	473,200.48
7800 LIQUOR FUND	177,832.85
7900 MUNICIPAL RESERVES FUND	295,156.00
8000 ESCROW FUND	9,931.60
Report Total:	2,426,301.61



MINUTES CITY COUNCIL MEETING

**January 21, 2025 - 6:00 PM
City Hall Council Chambers**

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

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

2. Roll Call

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

Absent: Council Member Bernel

Staff Present: Justin Miller, City Administrator; Andrea McDowell Poehler, City Attorney; Julie Stahl, Finance Director; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; Ann Orlofsky, City Clerk; Jason P., Police Chief; Paul Oehme, Public Works Director; Tina Goodroad, Community Development Director; Tana Wold, Liquor Operations Director; Kati Bachmeyer, Community Development Manager

3. Citizen Comments

Steve Burk, 17492 Goodland Path, addressed the City Council in regards to the Fire Station. He was unable to attend the public meetings and wanted to share his concerns about sight lines along 175th Street.

4. Additional agenda information

City Administrator Justin Miller added that the applicant of item 7b. Kenrick Corner's Second Addition has requested the City Council to hear their item as the first action item of the evening as they have another City Council meeting to attend.

5. Presentations/Introductions

a. Proclamation in Honor of International Holocaust Remembrance Day

Mayor Hellier proclaimed January 27, 2025, as International Holocaust Remembrance Day.

b. 2024 Annual Liquor Operations Report

Director Tana Wold presented the 2024 Annual Liquor Operations report.

c. Economic Development Annual Report

Community Development Director Tina Goodroad presented the annual Economic Development report.

6. Consent Agenda

Motion was made by Wolter, seconded by Volk, to approve the following:
Voice vote was taken on the motion. Ayes - Hellier, Lee, Volk, Wolter

Absent - Bermel

- a. **Check Register Summary - December 31,2024**
- b. **Check Register Summary - January 14, 2025**
- c. **Minutes of the 11/25/2024 Work Session Meeting**
- d. **Minutes to 01/04/2025 Council Retreat**
- e. **Minutes of the 12/09/2024 Work Session Meeting**
- f. **Minutes of the 01/06/2024 City Council Meeting**
- g. **Encroachment Agreement with Revelation Townhomes Association for Private Improvements in Public Easements**
- h. **Purchase of Residential Water Meters**
- i. **Supplemental Agreement with WSB for Professional Services for Lake Marion Greenway**
- j. **Supplemental Agreement with Alliant for Professional Services for Dodd Boulevard Modernization from 208th Street to 202nd Street**
- k. **Joint Powers Agreement State of Minnesota Federal Background Checks - Fire Department**
- l. **2025 Community Development Block Grant Application**
- m. **Extension of Professional Services Agreement for Insurance Broker**
- n. **Appointments to City Council Committees and Inter-Agencies**
- o. **2025 Building and Facility Lawncare Contract**
- p. **2025-2027 Generator Maintenance Agreement**
- q. **Approval of BS&A Integrated Payments Addendum**

7. Action Items

- b. **Kenrick Corner Second Addition Preliminary Plat and Easement Vacation**
Jennifer Haskamp with Mesenbrink Construction has requested approval of a preliminary plat for one commercial lot to be known as Kenrick Corner Second Addition as well as the vacation of public drainage and utility easements.

Community Development Tina Goodroad provided the staff report. She explained that this property will be east of Kenrick Avenue and north of 205th Street. A 9,600-square-foot building for two commercial spaces is proposed to be constructed on the site. The property is zoned C-3, General Commercial District, and the proposed retail space and wellness/rehab facility are both permitted uses.

The Planning Commission held a public hearing at their January 9, 2025 meeting and there were no public comments. The Planning Commission unanimously recommended approval of the applications subject to six stipulations highlighted in the report.

The council discussed the additional screening and the existing turnaround driveway.

Motion was made by Lee, seconded by Wolter, to approve the Kenrick Corner Second Addition preliminary plat and vacate the drainage and utility easements and adopting of the findings of fact.

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

Absent: Bermel

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

Community Development Director Tina Goodroad presented the staff report for Ordinance Amendments for Title 11 of the City Code. The amendments include changes to definitions, parking requirements, signage for community and special-use parks, and updates to industrial districts.

The Planning Commission held a public hearing on the proposed ordinance amendment at their January 9, 2025, meeting. There were no public comments, and the Commission recommended approval.

Motion was made by Wolter, seconded by Volk, to approve an ordinance amending Title 11 of the City Code and a summary ordinance for publication.

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

Absent: Bermel

8. Unfinished Business

None

9. New Business

None

10. Announcements

a. Next Work Session Meeting January 27, 2025

b. Next City Council Meeting February 3, 2025

11. Adjourn

Motion was made by Volk, seconded by Lee, to adjourn at 6:42 p.m.

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

Absent: Bermel

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



MINUTES CITY COUNCIL WORK SESSION

January 27, 2025 - 6:00 PM
Lakeville City Hall, Marion Conference Room

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

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

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

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

2. Citizen Comments

None

3. Discussion Items

a. 2025 Legislative Priorities

Mayor Hellier started with introductions of the group. Present at the table were: Rep. Jeff Witte, Rep Jon Koznick, Sen Zach Duckworth, Met Council Rep. Wendy Wulff, Dakota County Commissioners Mary Liz Holberg and Bill Droste, and Rep. Angie Craig's Office Community Outreach Representative Allsion Gray. Assistant City Administrator Kuennen gave an overview of the 2025 Lakeville Legislative Priorities that were provided to the elected officials present. Highlights included a request for a downtown Lakeville social district, post office improvements, and the County Road 50/5 and Interstate 35 project. Representatives discussed what mandates are having the biggest impacts on Lakeville and how they are affecting Lakeville. Each representative was given the opportunity to give an update on the work they have been doing

b. Proposals for Food Truck Festivals in Downtown Lakeville

Parks and Recreation Director Joe Masiarchin and Police Chief Brad Paulson presented to Council two different proposals for food truck festivals in downtown Lakeville. Chief Paulson started by explaining the public safety impacts of these types of events and what will be needed from his staff.

The first group to present was Dan Pellinen, Jason Jaji, and Hayden Ehrisman. Their proposed event would take place in May. The plan presented was created after meeting with the Downtown Lakeville Business Association and are open to suggestions from

Council on changes they would like to see made. Some concerns raised by Council is that the location is not big enough, the potential negative impact of the Art Center's scheduled programming, and parking.

Council indicated their comfort with this proposal.

The second group to present was Jess Fast and Tom Brioch. Their proposal would be in August and would take place on Holyoke Avenue. They have put on over 30 food truck events in the past and believe Lakeville has great potential. They will only rely on city services that the city requires them to utilize, otherwise they take care of everything else like the set-up and trash collection. They will also work with the business owners on any issues they may have. The biggest concern raised by Council is the street closure and recommended they look for an alternative site. They are also concerned about the location of the beer garden and parking. The group will work with Masiarchin and the Downtown Lakeville Business Association moving forward to alter their plan.

Council also expressed concern about the success of the events if Lakeville hosts two in the same year.

c. Lakeville Fire Relief Association Pension Amendment

President Dan Quam, Vice President Cam Washington, Chief Meyer, and Julie Stahl discussed with Council a Lakeville Fire Relief Association Pension Amendment. The first proposed change was to the vesting schedule. They explained that the fund is healthy and over 100% funded. The vesting schedule would change from being fully vested after 20 years of service to 15 years. The Council expressed support of the proposal.

The second amendment is two compensate the two Trustee roles. They find that the trustees give the same amount of effort and time as the other members of the board. The state mandates that the municipality must approve the trustees compensation. Council also expressed support for this and staff indicated that it will be placed on the next council agenda for approval.

The Relief Board is also studying a move from a defined benefit to a defined contribution plan in the future.

d. Discussion of Zoning Ordinances Related to Missing Middle Housing

Tina Goodroad presented to council different ordinance changes that would allow builders to build more affordable housing options than what they are able to build under the current ordinances. The highlighted topics were attached garage sizes, residential buffer yards, single family lot requirements, base lot setbacks, exterior material requirements, and Planned Unit Development acreage limits. Through conversation with Goodroad and Paul Grabow from Robert Thomas Homes, Council was able to give support to changing the ordinances for attached garages, single family lot requirements, base lot setbacks and Planned Unit Development acreage limits. They would like to learn more about exterior building materials before addressing this change and have more discussion about buffer yards.

Bob Erickson provided context on why certain ordinances were created at the time.

e. 2025A Bond Issuance - Street Reconstruction & CIP Project

Finance Director Julie Stahl and Jessica Green presented to Council. They gave an overview of the 2025A Bond Issuance for the Street Reconstruct and CIP Project. They discussed how franchise fees will cover the debt portion of the project and that there are options to change the structure point of franchise fees. They also discussed what type of bid groups they are expecting to see.

4. Items for Future Discussion

None

5. Committee/ City Administrator Updates

Mayor Hellier testified at the House of Representatives about housing. He will update if there is any progress on housing

Administrator Miller gave an update on the boards, commissions, and committees applications that were received.

6. Adjourn

Motion was made by Wolter, seconded by Bermel, to adjourn. Voice vote was taken on the motion. Ayes - All

Mayor adjourned meeting at 9:03 pm.

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Heller, Mayor



Date: 2/3/2025

Keokuk Property Purchase Agreement First Amendment

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution to amend the Keokuk property purchase agreement.

Overview

The city entered into a purchase agreement with Lakeville 210 MOB Investors, LLC for the sale of a portion of 20830 Keokuk Avenue. It was found the buyer had included incorrect dates for the inspection period and the approval period within the purchase agreement. The attached amendment corrects these dates. Staff and the City Attorney have reviewed the amendment and recommend approval.

Supporting Information

1 DOCS-#234423-v1-

. RESOLUTION_APPROVING_FIRST_AMENDMENT_TO_PURCHASE_AGREEMENT_LAKEVILLE_210_MOB

2 First Amendment MD exc. 1.22.25

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Financial Impact: \$n/a Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Allyn Kuennen, Assistant City Administrator
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CITY OF LAKEVILLE

RESOLUTION NO. _____

RESOLUTION APPROVING FIRST AMENDMENT OF PURCHASE AGREEMENT

WHEREAS, the City entered into a Purchase Agreement with Lakeville 210 MOB Investors LLC (“Buyer”) with an effective date of January 6, 2025, (“Purchase Agreement”) for the sale of a portion of 20830 Keokuk Avenue, Lakeville, MN 55044, as more particularly described in the Purchase Agreement;

WHEREAS, the parties desire to amend the Purchase Agreement to correct the time periods for the Inspection Period and Approval Period as defined under the Purchase Agreement, as provided in the First Amendment to Purchase Agreement attached hereto (“Amendment”).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota that the Amendment is hereby approved.

ADOPTED this __ Day of _____, 2025, by the City Council of the City of Lakeville, Minnesota.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

[attach first amendment to purchase agreement]

FIRST AMENDMENT TO PURCHASE AGREEMENT

This **First Amendment to Purchase Agreement** (the “**First Amendment**”), is made and entered into by and between the **City of Lakeville**, a Minnesota municipal corporation (the “**Seller**”), and **Lakeville 210 MOB Investors LLC**, a Minnesota limited liability company (the “**Buyer**”).

BACKGROUND STATEMENT

A. Seller and Buyer entered into a **Purchase Agreement** dated **January 6, 2025** (the “**Agreement**”), for the purchase of the real property located in **Dakota County, Minnesota**.

B. The time periods for the “**Inspection Period**” and the “**Approval Period**”, as those terms are defined in in Section 4 of the Agreement, were inadvertently misstated.

C. The purpose of this First Amendment is to correct the time periods for the Inspection Period and the Approval Period.

D. Any capitalized terms used but not defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

1. **Title Company.** The first sentence in Section 2(a) of the Agreement is deleted in its entirety and the following is substituted in its place:

Buyer shall deposit Twenty-five Thousand (\$25,000.00) Dollars (the “**Earnest Money**”) in escrow within two (2) business days of the Effective Date with **Stewart Title Company, 333 South 7th Street, Suite 2420, Minneapolis, Minnesota 55402, Attn: Mike Fleming (612) 355-3735** (the “**Title Company**”), which the Title Company is instructed to hold and disburse in accordance with the terms of this Agreement.

2. **Inspection Period.** The first clause in Section 4(b) of the Agreement is deleted in its entirety and the following is substituted in its place:

Buyer shall have determined, on or before the first business day which is six (6) months after the Effective Date (“**Inspection Period**”):

3. **Approval Period.** The first clause in Section 4(c) of the Agreement is deleted in its entirety and the following is substituted in its place:

On or before the first business day which is nine (9) months after the Effective Date (“**Approval Period**”), Buyer shall have:

4. **Ratification.** The Agreement, as amended by this First Amendment, is ratified and confirmed by Seller and Buyer.

5. **Execution.** This First Amendment may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument. Signatures to this First Amendment transmitted by fax or electronic transmission shall be valid and effective to bind the parties so signing and transmitting.

{Signatures on following page}

SELLER:

City of Lakeville,
a Minnesota municipal corporation

By: _____
Luke M. Hellier, Mayor

Date: _____, 2025

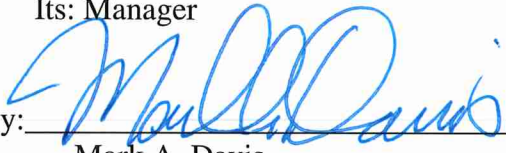
By: _____
Ann Orlofsky, City Clerk

BUYER:

Lakeville 210 MOB Investors LLC,
a Minnesota limited liability company

By: **Davis Investment Management, LLC,**
a Minnesota limited liability company
Its: Manager

Date: 1/22, 2025

By: 
Mark A. Davis
Its: Manager

26575349_1.DOC



Date: 2/3/2025

Approve Plans and Specifications and Set a Bid Date 2025 Street Reconstruction Project

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving plans and specifications and setting a bid date for the 2025 Street Reconstruction Project, City Project 25-02.

Overview

At its November 18, 2024 meeting, the Lakeville City Council ordered the improvements and authorized the preparation of plans and specifications for the 2025 Street Reconstruction Project, City Project 25-02.

Proposed improvements include roadway reconstruction through reclamation or milling, spot curb and gutter replacement, sidewalk replacement, ADA accessibility updates and utility construction to include: watermain lining along 170th Street and Harbor Ct, watermain replacement via HDD through Foxborough Conservation Area & Park, sanitary sewer and stormwater best management practices). Project plans and specifications were prepared by WSB and are available for review in the Engineering Division. The estimated project cost is \$6,575,908. The City will publish notice and advertise for bids as required. Bids will be opened on March 4, 2025.

Supporting Information

1. 25-02 Resolution Setting Bid Date

Financial Impact: \$6,575,908 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Steve Ferraro, Public Works Coordinator
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CITY OF LAKEVILLE

RESOLUTION NO. 25-

Resolution Approving Plans and Specifications and Setting a Bid Date for 2024 Street Reconstruction Project 25-02

WHEREAS, WSB & Associates, Inc. prepared plans and specifications for the 2025 Street Reconstruction Project (City Project 25-02).

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

That the plans and specifications for City Project 25-02 are hereby approved by the City Council of the City of Lakeville, Minnesota;

BE IT FURTHER RESOLVED, that bids will be advertised as required and opened at 10:30 a.m. on Tuesday, March 4, 2025 at the Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, MN 55044, through the City of Lakeville's online electronic bid system (BidVAULT). At that time bids will be opened and posted publicly by representatives of the City of Lakeville.

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

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 2/3/2025

Lakeville 35 Logistics Park North Addition Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to Approve a Resolution Approving the Lakeville 35 Logistics Center North Final Plat

Overview

Representatives of LPDC, LLC have submitted an application for a final plat of the 39-acre preliminary plat of Lakeville 35 Logistics Center North Addition approved by the City Council on October 21, 2024. The proposed final plat will include a 15.96-acre lot for the development of a 189,678 square foot industrial office/warehouse building to be located north of Juniper Way (CSAH 70)/215th Street and south of 210th Street. The remaining south outlot must be preliminary and final platted prior to development.

The property is zoned OP, Office Park and guided Office Park in the 2040 Comprehensive Plan. The proposed one lot, one outlot final plat exceeds the minimum lot area (30,000 square feet) and lot width (100 feet) requirements of the OP District. A development contract and stormwater maintenance agreements are required for the proposed site improvements. City staff have determined that the Lakeville 35 Logistics Center North Addition final plat plans are consistent with the approved preliminary plat and comply with Subdivision and Zoning Ordinance requirements.

Supporting Information

1. Final Plat Resolution
2. Development Contract
3. Stormwater Maintenance Agreement
4. December 13, 2024 Planning report and December 13, 2024 Engineering report

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Heather Botten, Senior Planner
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CITY OF LAKEVILLE

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE FINAL PLAT
OF LAKEVILLE 35 LOGISTICS CENTER NORTH ADDITION**

WHEREAS, the owner of the property described as **LAKEVILLE 35 LOGISTICS CENTER NORTH ADDITION** has requested final plat approval; and

WHEREAS, the preliminary plat was reviewed by the Planning Commission and approved by the City Council;

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

WHEREAS, the final plat is acceptable to the City.

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. The **LAKEVILLE 35 LOGISTICS CENTER NORTH ADDITION** final plat is approved subject to the development contract and security requirements.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars, development contract, stormwater maintenance agreement, and all documents pursuant to the approved development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

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

CITY OF LAKEVILLE

Luke Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
 (
CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-_____ 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 **February 2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(Seal)

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

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

LAKEVILLE 35 LOGISTICS CENTER NORTH ADDITION

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **Likewise Lakeville 1 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 **LAKEVILLE 35 LOGISTICS CENTER NORTH ADDITION** (referred to in this Contract as the "plat"). The land is situated in the County of Dakota, State of Minnesota, and is legally described on Exhibit "A: attached hereto and made a part hereof:

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

3. RIGHT TO PROCEED. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been approved by the City Engineer following approval of a preliminary plat by the City Council, construct sewer lines, water lines, streets, utilities,

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

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

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

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

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, 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, 2025, 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 a MPCA Construction Permit for the site as well as developing a SWPPP 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 or tree removals can take place until the City has reviewed and approved the SWPPP for the site. Changes made throughout construction must be documented in the SWPPP.

Redundant silt fence is required along all waterways. 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 Developer shall submit a maintenance schedule for the establishment of vegetation in the stormwater management basin to the City for review prior to the start of grading.

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

\$280,000.00	x 2%	= \$5,600.00
Grading Cost	2025 Rate	MS4 Administration Fee
Lakeville 35 Logistic		Lakeville 35 Logistic
Center North Addition		Center North Addition

15. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and final establishment of the ground cover or temporary stabilization approved by the City, the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of storm water treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations and building pads, and

all other items listed in City Code Section 10-3-5.NN. The City will withhold issuance of a Certificate of Occupancy until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer certifies to the City that all footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Building Official for review prior to the issuance of the Certificate of Occupancy.

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

Lakeville 35 Logistics Center North Addition contains more than one acre of site disturbance, therefore a National Pollution Discharge Elimination System (NPDES) General Stormwater Permit for construction activity from the Minnesota Pollution Control Agency is required. 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, its contractor, 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 a privately-owned and maintained stormwater management system. A stormwater management basin will be located in Lot 1, Block 1 and provide treatment and rate control of stormwater runoff generated from the site. The Developer shall enter into a Stormwater Maintenance Agreement with the City for the private stormwater management systems. Prior to final plat consideration, a final stormwater management design consistent with the City's stormwater management ordinance must be submitted and approved by City staff.

The Developer shall construct private storm sewer systems within Lot 1, Block 1 to collect and convey stormwater runoff generated from within the site to a private stormwater management facility. The storm sewer systems will be privately-owned and maintained by the property owner.

Draintile construction is required in areas of non-granular soils within Lakeville 35 Logistics Center North Addition for the street subgrade and lots. Any additional draintile construction, including perimeter draintile required for building footings, deemed necessary during construction by the Developer shall be the Developer's responsibility to install and finance.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

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

Storm Sewer Charge Summary			
Gross Area of Lakeville 35 Logistics		1,702,141 s.f.	
Less Area of Outlot A (Future Development)		(-) 654,895 s.f.	
Dakota County Right of Way		(-) 351,432 s.f.	
Total Storm Sewer Charge Area		695,814 s.f.	
	695,814 s.f. Net Area Lakeville 35 Logistics	x \$0.250/s.f. 2025 Unit Rate	= \$173,953.50 Storm Sewer Charge Lakeville 35 Logistics

20. SANITARY SEWER. The Developer shall construct and extend private sanitary sewer. within Lot 1, Block 1 from an existing sanitary service stub located northeast of Juniper Way.

Sanitary sewer was constructed by the City in 2021 (City Project 20-05) in partnership with Dakota County. The Lateral Sanitary Sewer Charge has not been collected on the parent parcel and shall be paid by the Developer with the final plat. The Developer shall reimburse the City for its share of the sanitary sewer improvements associated with Lakeville 35 Logistics Center North Addition at the time of plat approval, calculated as follows:

418.00	+ 1548.30 front feet	x \$41.50/front foot	= \$64,672.45
Per service	Total Front Foot	2025 Rate	Lateral Sanitary Sewer Charge
2025 Rate	Lakeville 35 Logistic Center North Addition		Lakeville 35 Logistic Center North Addition

The Developer shall reimburse the City for its share of the sanitary sewer improvements associated with future additions of the Lakeville 35 Logistics Center North Addition preliminary plat at the time Outlot A is final platted into lots and blocks.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and shall be collected with the building permit based on NCES SAC unit determination.

21. WATERMAIN. The Developer shall construct and extend private watermain within Lot 1, Block 1 from an existing stub located northeast of Juniper Way.

Watermain was constructed by the City in 2021 (City Project 20-05) in partnership with Dakota County. The Lateral Watermain Charge has not been collected on the parent parcel and shall be paid by the Developer with the final plat. The Developer shall reimburse the City for its share of the watermain improvements associated with Lakeville 35 Logistics Center North Addition at the time of final plat approval, calculated as follows:

408.00	+ 1548.30 front feet	x \$48.00/front foot	= \$74,726.40
Per service	Total Front Foot	2025 Rate	Lateral Watermain Charge
2025 Rate	Lakeville 35 Logistic		Lakeville 35 Logistic
	Center North Addition		Center North Addition

The Developer shall reimburse the City for its share of the watermain improvements associated with future additions of the Lakeville 35 Logistics Center North Addition preliminary plat at the time Outlot A is final platted into lots and blocks.

22. SITE PLAN. The site development and construction plans propose a single-phase building construction totaling 189,000 square feet to include both office and warehouse space. The building is being constructed on speculation, so there is no specific data to determine parking requirements at this time. The site plan estimates a 10% office/90% warehouse occupancy, consistent with similar industrial office/warehouse buildings.

23. OVERHEAD LINES. The existing overhead utility lines located adjacent to the north side of 215th Street are exempt from undergrounding per the City's Right-of-Way Management Ordinance provision of electric service at certain voltages.

24. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction shall be from Juniper Way (CSAH 70).

25. SITE CONDITIONS AND REMOVAL OF ENCROACHMENTS. The Developer shall remove all existing remnants from the site, including field entrances and culverts with the final plat. The Developer shall provide a security to the City with the final plat in the amount of \$7,434.00 for removal of the apron entrance, and shall provide a security to the City in the amount of \$1,350.00 for removal of pipe culverts, to ensure the work is completed in accordance with applicable rules and regulations.

There are no existing assessments levied against the parent parcel.

26. RETAINING WALLS. The Developer shall construct privately owned and maintained retaining walls with development of Lakeville 35 Logistics Center North Addition. The Developer shall provide a security in the amount of \$101,276.00 to the City with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations, including building permits and designs by a registered engineer for walls with a combined height over four feet, from the Building Inspections Division.

27. PARKS, TRAILS, AND SIDEWALKS. The Developer shall construct a ten foot-wide pedestrian trail with curb ramps along the south side of Juniper Way at the time Outlot A is final platted into lots and blocks.

Park Dedication has not been collected on the parent parcel. The Developer shall satisfy the park dedication requirement through a cash contribution at the time of final plat approval as recommended by Parks and Recreation Department staff, calculated as follows:

Dedication Requirement Summary

Gross Area of Lakeville 35 Logistics	39.07 acres
Less Area of Outlot A (Future Development)	(-) 15.03 acres
Dakota County Right of Way	(-) 8.07 acres
Total Buildable Area	15.97 acres

15.97 acres	x \$5,615	= \$89,671.55
Buildable Area	2025 Unit	Dedication Requirement
Lakeville 35 Logistic	Rate	Lakeville 35 Logistic
Center North Addition		Center North Addition

28. 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:

1,548.30 front feet	x \$1.13/front foot	= \$1,749.58
Total Front Foot	2025 Rate	Streetlight Operating Fee
Lakeville 35 Logistic		Lakeville 35 Logistic
Center North Addition		Center North Addition

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

1 unit	x \$61.52/unit	x 4.20	= \$258.38
Total Units	2025 Rate	Utility Factor	Environmental Resources Fee
Lakeville 35 Logistic			Lakeville 35 Logistic
Center North Addition			Center North Addition

30. LANDSCAPING. Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a \$88,000.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

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.

31. TREE PRESERVATION. The plan identifies 152 total trees on site with no trees proposed to be saved. Prior to removals, the Developer shall install silt fence line. Minor changes may result in additional removals or preservation based on location or condition of the tree. Significant trees, as identified in the Lakeville Subdivision Ordinance, shall be protected and preserved through termination of all grading and construction activities.

32. WETLANDS. A wetland delineation report was completed and approved August 27, 2024. One wetland (144 sq/ft) was identified in the northeast corner of the site. The wetland is in the same location as the dump site that was located on the property. The Developer is in the process of completing a wetland exemption for the impacts to this wetland. The Developer will be responsible for the remediation of the dump site.

- 33. SPECIAL PROVISIONS.** The following special provisions shall apply to plat development:
- A. Implementation of the recommendations listed in the December 13, 2024, Planning Report, and December 12, 2024, Engineering Report.
 - B. The site and building shall be developed and constructed consistent with the preliminary plat, final plat, and conditional use permit and the site development plans approved by the City Council.
 - C. All signs shall comply with Zoning Ordinance requirements for the OP District. A sign permit shall be issued by the Community Development Department prior to the installation of any signs.

- D. Site lighting shall not glare onto public streets and shall not exceed one-foot candle at the property line. The Developer shall submit a photometric lighting plan for review prior to issuance of a building permit.
- E. Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.
- F. 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 \$200.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: two (2) 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.
- G. 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 \$180.00.
- H. 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.
- I. The Developer is responsible for any requirements stipulated by Dakota County related to Juniper Way.
- J. The Developer shall provide to the City a temporary drainage and utility easement along the west, northwest and northeast property lines of Outlot A until permanent easements are provided with final platting of Outlot A.

34. 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 \$1,239,219.54. 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. CSAH 70 (Juniper Way) Improvements	853,596.00
E. Grading, Erosion Control, and Vegetation Establishment	<u>65,000.00</u>

CONSTRUCTION SUB-TOTAL	\$933,596.00
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OTHER COSTS:

A. Developer's Design (3.0%)	\$28,007.88
B. Developer's Construction Survey (2.5%)	23,339.90
C. City Legal Expenses (Est. 0.5%)	4,667.98
D. City Construction Observation (Est. 5.0%)	46,679.80
E. City Record Drawings (0.5%)	4,667.98
F. Landscaping	88,000.00
G. Apron Entrance Removal	7,434.00
H. Remove Pipe Culverts	1,350.00
I. Lot Corners/Iron Monuments	200.00
J. Retaining Walls	<u>\$101,276.00</u>

OTHER COSTS SUB-TOTAL	\$305,623.54
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TOTAL SECURITIES:	\$1,239,219.54
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This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's

engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City's standard specifications for utility and street construction outline procedures for security reductions.

35. 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	89,671.55
B. Storm Sewer Charge	173,953.50
C. MS4 Administration Fee	5,600.00
D. Streetlight Operating Fee	1,749.58
E. Environmental Resources Expenses	258.38
F. Property Data and Asset/Infrastructure Management Fee	180.00
G. City Engineering Administration (3% for letters of credit)	28,007.88
H. Lateral Sanitary Sewer Charge	64,672.45
I. Lateral Watermain Charge	<u>74,726.40</u>
TOTAL CASH REQUIREMENTS	\$438,819.74

36. 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. Maintenance bonds from the Developer's general contractor may be accepted in place of maintenance bonds from the Developer. 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.

37. 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.

38. 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.

39. MISCELLANEOUS.

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

temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.

- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of the Contract. A release of this Contract may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Contract. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted of which Developer has or should have knowledge; 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 (or in combination with an umbrella policy)
\$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.

40. 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: 323 N. Washington Ave. Ste. 200, Minneapolis, Minnesota 55401. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

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

CITY OF LAKEVILLE

(SEAL)

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

DEVELOPER:
Likewise Lakeville 1 LLC,
a Minnesota limited liability company

By: _____
Name: Steven Buss
Its: Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Steven Buss, the Manager of Likewise Lakeville 1 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**

LAKEVILLE INDUSTRIAL ACREAGE PARTNERSHIP, a Minnesota 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 _____, 2025.

LAKEVILLE INDUSTRIAL ACREAGE PARTNERSHIP

By: _____
Name: Lawrence Debelak
Its: General Partner

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Lawrence Debelak, the General Partner of **LAKEVILLE INDUSTRIAL ACREAGE PARTNERSHIP**, a Minnesota 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

234044v4

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as
LAKEVILLE 35 LOGISTICS CENTER NORTH ADDITION

That part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Township 114 North Range 21 West; all according to the United States Government Survey thereof, County of Dakota, State of Minnesota lying northeasterly of the centerline of County State Aid Highway 70. Said centerline is described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 36; thence on an assumed of bearing South 00 degrees 10 minutes 08 seconds West along the West line of the said Southeast Quarter of the Northeast Quarter, a distance of 108.20 feet to point of beginning of said centerline; thence South 51 degrees 18 minutes 52 seconds East 1481.34 feet; thence southeasterly a distance of 1935.59 feet along a tangential curve, concave to the northeast, having a radius of 1273.24 feet and a central angle of 8 degrees 42 minutes 41 seconds, to the east line of said Southeast Quarter of the Northeast Quarter and said centerline there terminating.

Abstract Property

**STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025, by and between **LAKEVILLE INDUSTRIAL ACREAGE PARTNERSHIP**, a Minnesota partnership (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 Lakeville 35 Logistics Center North Addition plat; and

C. The final plans for **Lakeville 35 Logistics Center North 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 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 in accordance with the terms of this Agreement 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 reasonable 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 an access lane for maintenance, 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.** 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 any loss, cost or claim incurred by the City in the City's performance of the Owner's required work under this Agreement, but this indemnification shall not extend to willful or grossly negligent acts of the City or its agents or employees.

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: Lakeville Industrial Acreage Partnership
1600 Utica Ave S FL 9
St. Louis Park, MN 55416-1465

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 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.

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

**OWNER:
LAKEVILLE INDUSTRIAL
ACREAGE PARTNERSHIP**

By: _____
_____ [print name]
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by, _____ the _____ of **Lakeville Industrial Acreage Partnership**, a Minnesota partnership, on behalf of said entity.

Notary Public

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

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 1, Lakeville 35 Logistics Center North Addition, Dakota County, Minnesota,
according to the recorded plat thereof.

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

Legal description of the Easement

An easement over, under and across that part of Lot 1, Block 1, LAKEVILLE 35 LOGISTICS CENTER NORTH ADDITION, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of Lot 1; thence on an assumed bearing of South 89 degrees 50 minutes 19 seconds West along the north line of said Lot 1, a distance of 500.48 feet; thence South 51 degrees 18 minutes 52 seconds East, a distance of 79.71 feet to the point of beginning; thence South 51 degrees 18 minutes 52 seconds East 522.12 feet; thence North 00 degrees 06 minutes 21 seconds East 327.50 feet; thence South 89 degrees 50 minutes 19 seconds West, a distance of 408.16 feet to the point of beginning.

EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT

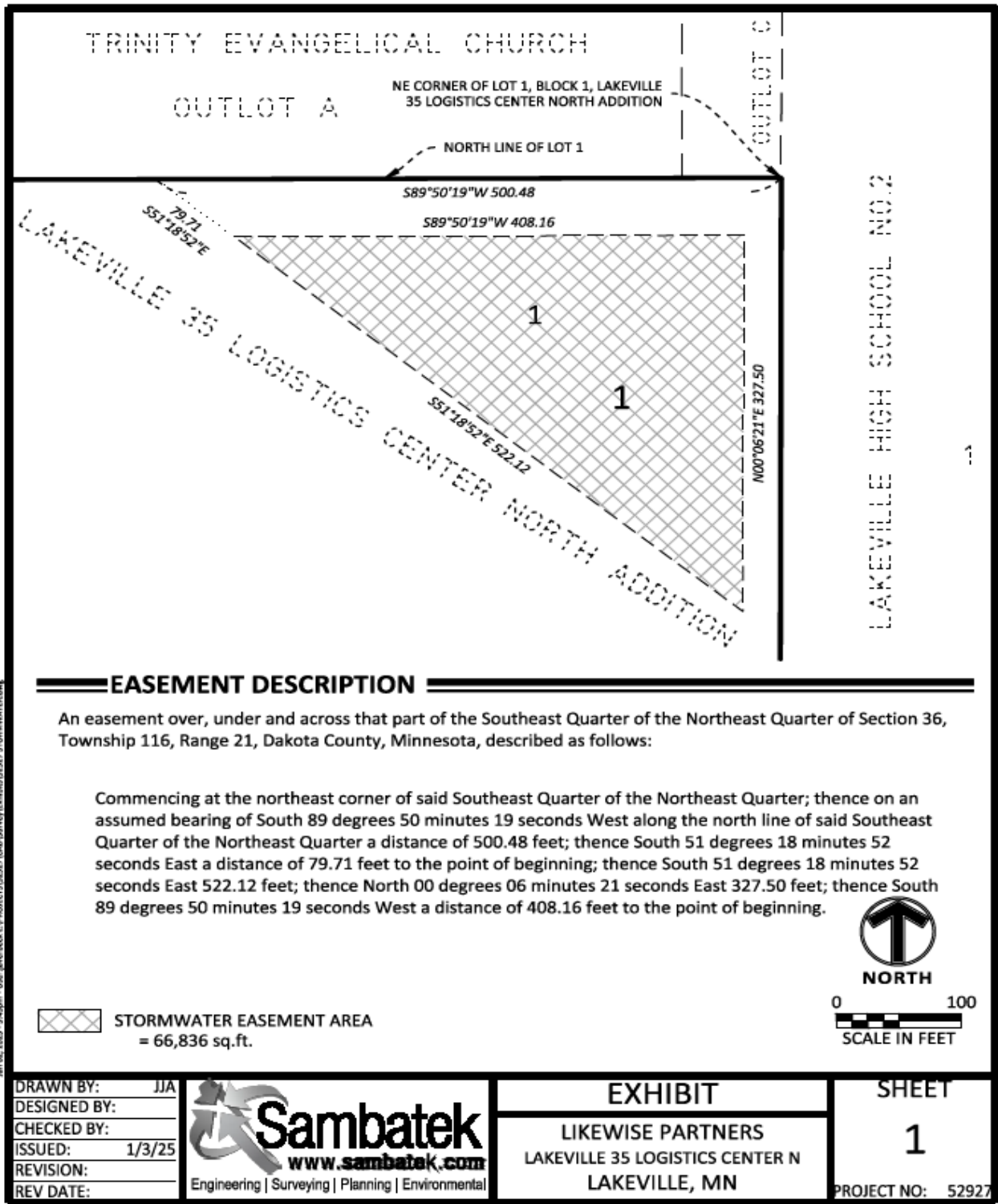


EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER
TREATMENT FACILITIES

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.



Memorandum

To: Tina Goodroad, AICP, Community Development Director
From: Frank Dempsey, AICP, Associate Planner
Heather Botten, Senior Planner
Date: December 13, 2024
Subject: Lakeville 35 Logistics Center North Addition Final Plat

BACKGROUND

Representatives of LPDC, LLC have submitted an application for a final plat of the 39 acre preliminary plat of Lakeville 35 Logistics Center North Addition and conditional use permit approved by the City Council on October 21, 2024. The final plat will include a 16 acre lot for the development of a 189,678 square foot industrial office/warehouse building to be located north of Juniper Way (CSAH 70)/215th Street and south of 210th Street. The remaining outlot will be preliminary and final platted at a later date, prior to development of that portion of the property.

EXHIBITS:

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

FINAL PLAT

Existing Conditions. The property consists of 39 acres and is divided by Juniper Way (CSAH 70). The property has historically been used for agricultural crop production. Dakota County acquired the right-of-way easement for Juniper Way (CSAH 70) in the mid-1970's in anticipation of CSAH 70 becoming an east/west principal arterial between Scott County, through Lakeville, and eventually into Farmington. The 23 acres south of CSAH 70 will be preliminary and final platted prior to future development.

Surrounding Land Uses. Lot 1 abuts the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Trinity Evangelical Free Church Properties	Office Park	OP, Office Park District
South	Juniper Way (CSAH 70) and Agricultural Property	Office Park	OP, Office Park District
East	Lakeville South High School and City Owned Property	Public and Quasi-Public and Restricted Development	P/OS, Public Open Space District
West	Juniper Way (CSAH 70) and Agricultural Property	Office Park	OP, Office Park District

Lots/Blocks. One lot on one block and one outlot are proposed with the final plat. Proposed Lot 1 exceeds the minimum lot area (30,000 square feet) and lot width (100 feet) requirements of the OP District.

Streets. Juniper Way (CSAH 70) and 215th Street are the only public streets abutting the proposed final plat. Juniper Way is a four-lane divided roadway withing a 150 foot wide (75 foot north and south half) right-of-way. 215th Street is an unpaved, rural section city street classified as a minor collector street by the Transportation Plan. Right of way will be dedicated for 215th Street with the final plat. All required right-of-way had been previously acquired for Juniper Way.

Grading, Drainage, Erosion Control, Utilities. The site will be graded to direct stormwater to a stormwater basin located on the north side of the property. The building foundation will be approximately three to six feet above the CSAH 70 street surface. Final grading, drainage, erosion control, and utility plans have been submitted with the final plat application and are discussed in more detail in the December 12, 2024 engineering report.

Tree Preservation. The tree preservation plan submitted with the preliminary plat identified 152 significant trees. The tree preservation plan proposes removal of 136 trees and the preservation of 16 (10.5 %) of significant trees.

Wetlands. A small wetland has been identified in the northeast corner of the property within the preliminary plat. A wetland delineation was completed. Scrap metal and other possible waste debris was identified within the same area of the property. All waste materials shall be removed from the property as a condition of preliminary plat approval. A cash security shall be submitted as a condition of final plat approval.

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 formula for industrial properties is \$2025 rate_\$5,615 per acre and will be payable at the time of final plat approval. A public trail was constructed along the north side of Juniper Way (CSAH 70) with the recently approved road improvements project to the County Road.

SITE PLAN ANALYSIS

The site development and construction plans propose a single phase building construction totaling 189,000 square feet to include both office and warehouse. The building is being constructed on speculation, so there is specific data to determine parking requirements at this time. The site plan estimates a 10% office/90% warehouse occupancy, consistent with similar industrial office/warehouse buildings.

Setbacks. The building setback requirements of the OP District are being met with the proposed site plans for Lot 1, Block 1 as follows:

Required Building Setbacks	Proposed Building Setbacks
Front Yard (south)-- 50 feet	Front (south) – 95 feet
Side Yard (east) - 30 feet	Side (east) – 40 feet
Side Yard (west) - 30 feet	Side (west) – 160+ feet
Rear Yard (north)—30 feet	Rear (north) – 75 feet

Proposed and Required Parking Stalls:

Building Sq. Ft.189,678 square feet

Office Sq. Ft est. 10% (18,967 sf) – 10% = 85 stalls

Warehouse Sq. Ft. est. 90%138 stalls

Required (assuming 10% office occupancy)....225 stalls

Provided.....225 stalls

Access. The property will be accessed via a single driveway near the northwest corner of the property directly from Juniper Way (CSAH 70). The initial draft preliminary plat plans included a left and right turn access from 215th Street on the east side of the property, but Dakota County indicated that access at that location was not optimal due to traffic speed and limited visibility for vehicles leaving the subject property and for CSAH 70 westbound vehicle traffic. The site plan showing the east access across from 215th Street has been amended with the final plat plans.

Circulation. All drive aisles and parking stalls comply with the required aisle width and parking stall dimensions for two way 90-degree vehicle parking. The site has been designed to allow semi-truck and trailer and emergency vehicle circulation throughout the site. Employee and visitor vehicles will park on the on the northwest and southwest sides of the building with semi-traffic, loading docks, and semi-trailer parking northeast of the loading dock area.

Outdoor Storage. Outside storage will be limited to semi-trailers as part of the function of the building occupancy that includes receiving, transferring, shipping of goods and materials. The trailer parking will be located at the rear of the building not in view of public right-of-way.

Landscaping/Screening. The OP District requires a minimum of 30% landscaped area on the property. The landscape plan as designed proposes 40% greenspace over the 16-acre property.

The landscape plan proposes 45 shade and evergreen trees and a variety of shrubs and perennials. The landscape plan proposed plantings are noted in the table below:

Landscape Materials	
8	Overstory trees (2.5 inch min. diameter) Additional trees to included per Zoning Ordinance requirements
16	Conifer trees (8 foot min. height)
21	Ornamental trees (2 inch min. diameter)
203	Variety of shrubs and perennial plantings

The landscape plan provides screening from the public street on three sides of the building. An area at the northeast corner of the property will include saved trees around the wetland area. The OP District zoned property to the north is undeveloped. All areas not planted with trees, shrubs or perennials will be seeded with a natural grass mixture as shown on the landscape plan. All landscaping shall be kept in living condition with dead or diseased materials replaced as needed to comply with the approved landscape plan. A landscape security shall be submitted with the final plat to guarantee installation of the approved landscaping.

Snow Storage. Snow storage may not take place in required parking spaces.

RECOMMENDATION

Planning Department staff has determined that the Lakeville 35 Logistics Center North Addition final plat plans are consistent with the approved preliminary plat and comply with Subdivision and Zoning Ordinance requirements. Community Development Department staff recommends approval of the preliminary plat and conditional use permit subject to the following stipulations:

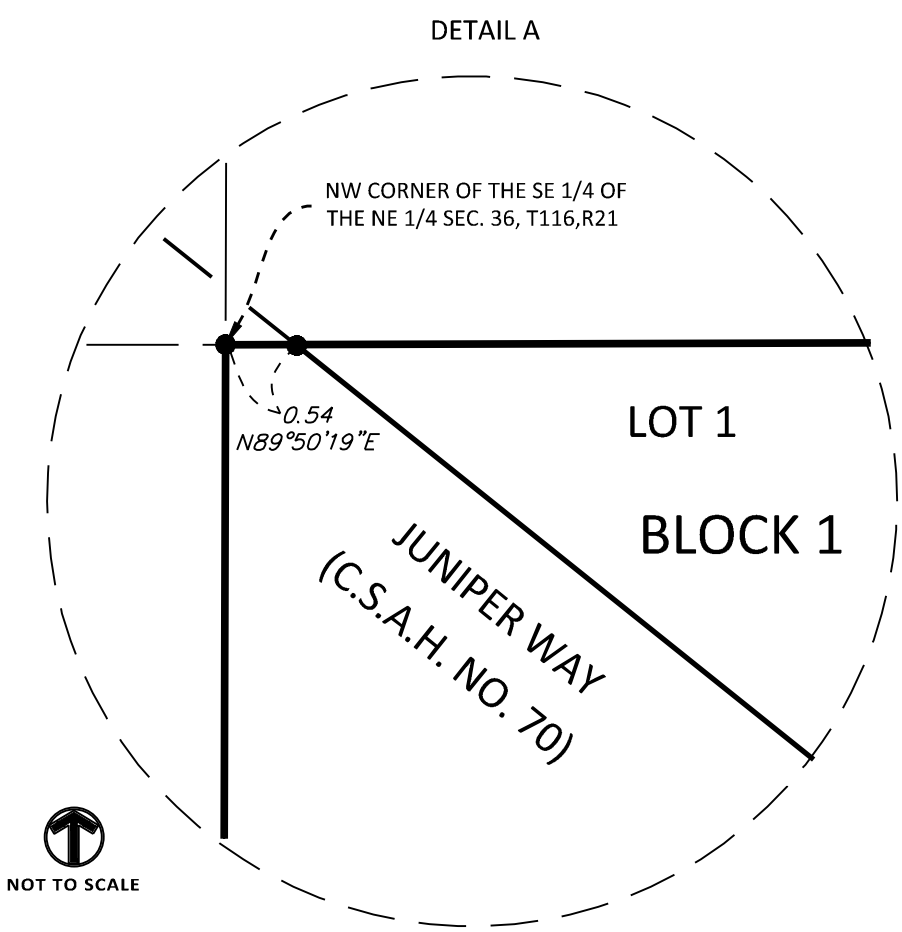
1. The recommendations and requirements listed in the Engineering Division memorandum dated December 13, 2024.
2. The site and building shall be developed and constructed consistent with the preliminary plat, final plat, and conditional use permit and the site development plans approved by the City Council.
3. 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.
4. A landscaping financial security shall be submitted with the final plat.
5. All signs shall comply with Zoning Ordinance requirements for the OP District. A sign permit shall be issued by the Community Development Department prior to the installation of any signs.

6. Site lighting shall not glare onto public streets and shall not exceed one-foot candle at the property line. A photometric lighting plan shall be submitted for review prior to issuance of a building permit.
7. Snow storage shall not take place in required parking spaces. If there is not adequate space to store snow on site, snow must be removed from the site.

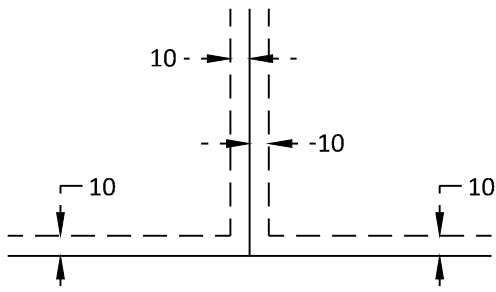


**City of Lakeville
Lakeville 35 Logistics
Center North Add.
Location Map
EXHIBIT A**

LAKEVILLE 35 LOGISTICS CENTER NORTH ADDITION



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



BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING PUBLIC WAYS, AS SHOWN ON THIS PLAT.

○ DENOTES 5/8 INCH BY 16 INCH REBAR MONUMENT SET AND MARKED BY LICENSE NO. 53642, UNLESS OTHERWISE NOTED.

● DENOTES 1/2 INCH IRON PIPE MONUMENT FOUND MARKED BY LICENSE NO. 47476 UNLESS OTHERWISE NOTED

(XXX.XX) DENOTES RECORD DATA PER DEED

THE EAST LINE OF SE 1/4 OF THE NE 1/4, SEC. 36, T. 116, R. 22 IS ASSUMED TO HAVE A BEARING OF SOUTH 00 DEGREE 06 MINUTES 21 SECONDS WEST

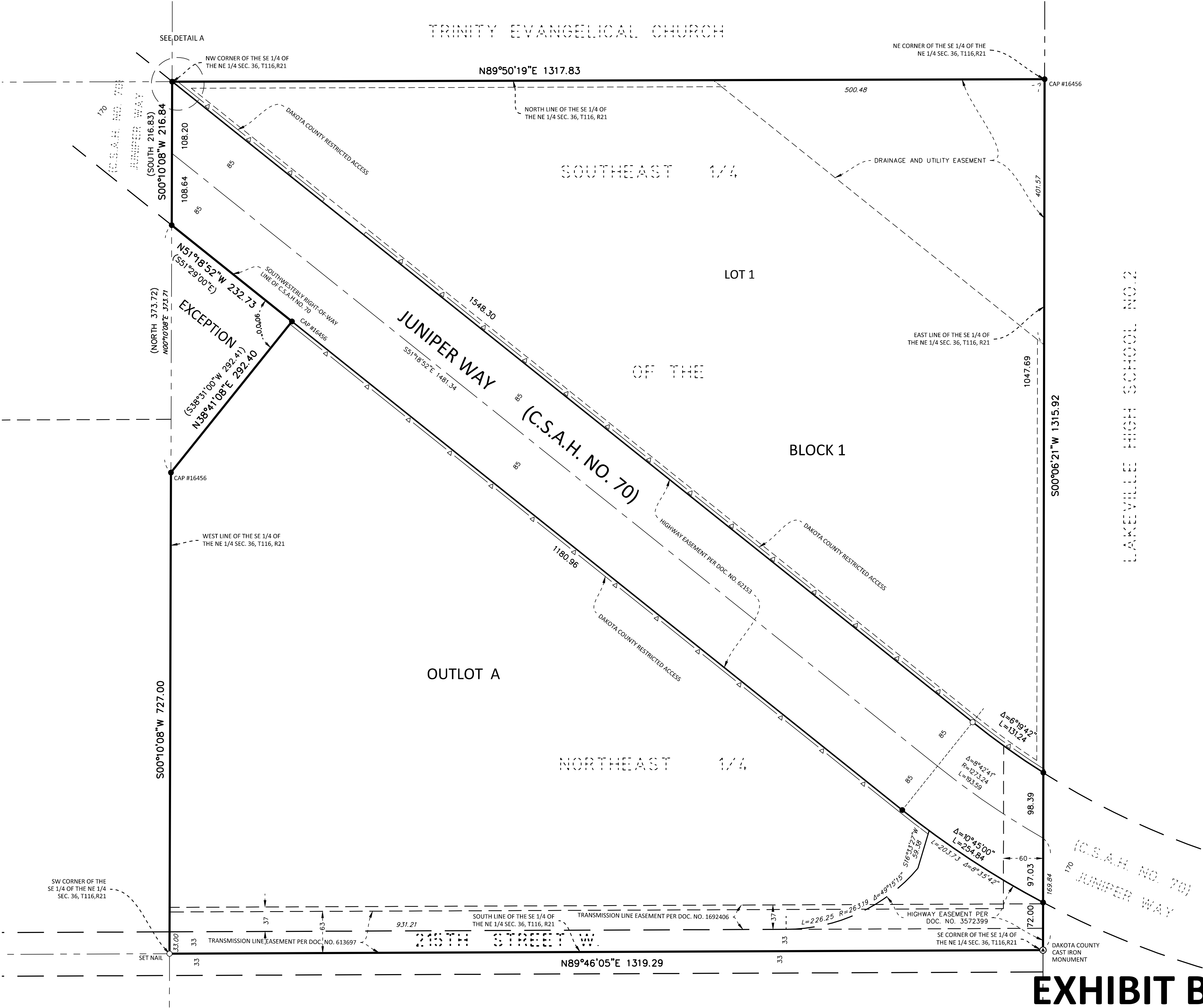
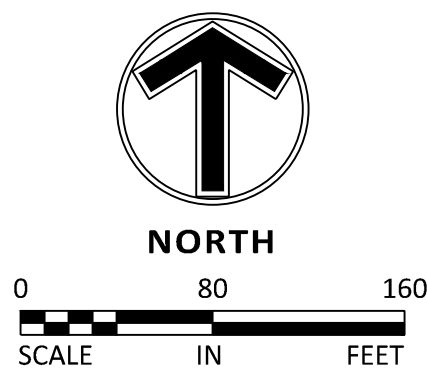
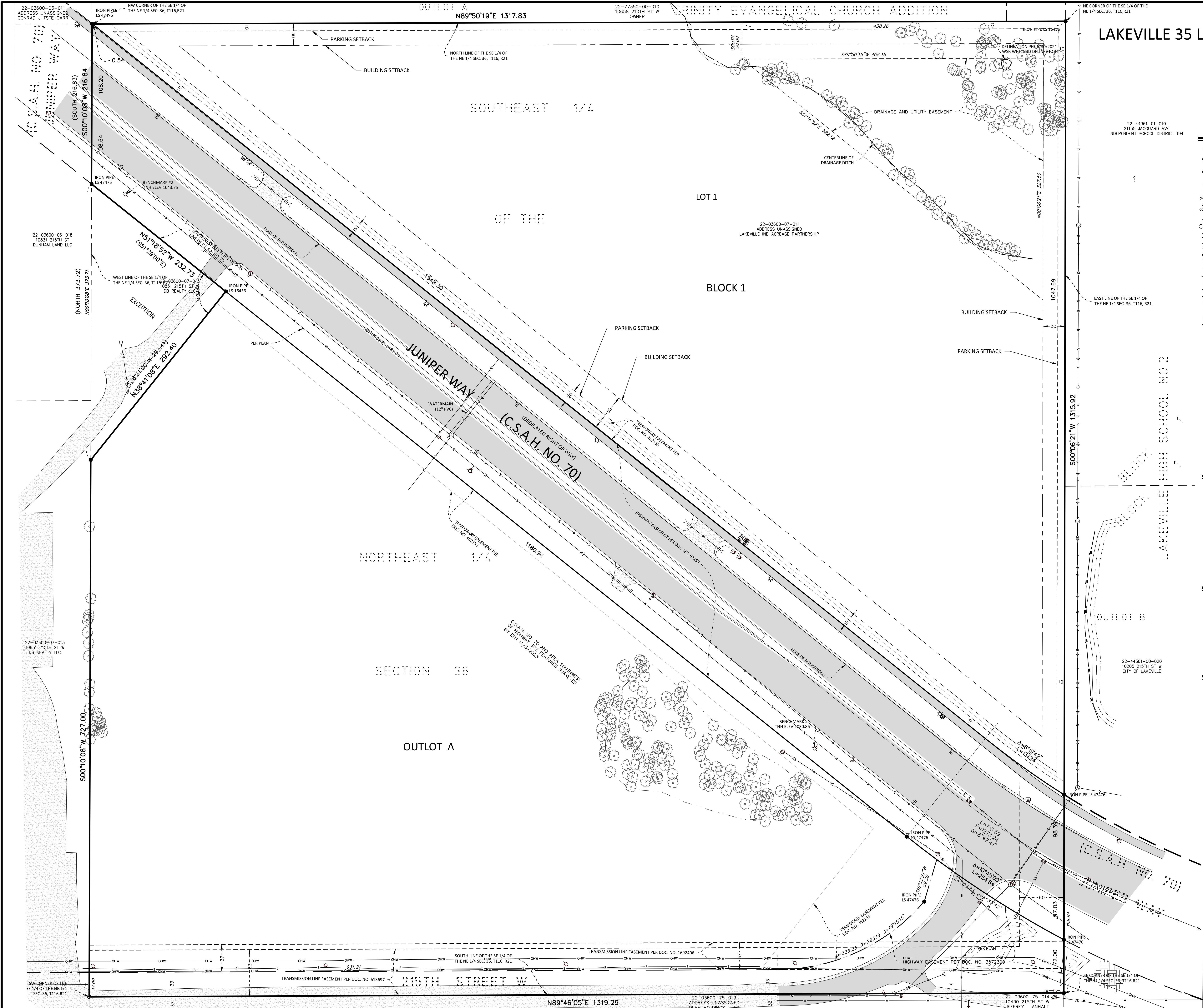


EXHIBIT B

SAMBATEK, INC.
ENGINEERING, PLANNING
AND LAND SURVEYING



LAKEVILLE 35 LOGISTICS CENTER NORTH ADDITION

LEGEND		
● FOUND MONUMENT	— BOUNDARY LINE	--- EASEMENT LINE
⊙ FOUND CAST IRON MONUMENT	— RIGHT-OF-WAY LINE	--- SETBACK LINE
⊙ FOUND RIGHT-OF-WAY MONUMENT	--- UNDERLYING / ADJACENT LOT	--- RESTRICTED ACCESS
○ SET MONUMENT MARKED LS 53642	--- TIE LINE	--- TREE LINE
⊙ GATE VALVE / HYDRANT	--- SECTION LINE	--- CONCRETE CURB
⊙ CLEAN OUT	(100.00) DEED DISTANCE	--- BUILDING LINE
⊙ STORM MANHOLE	— WATERMAIN	--- BUILDING CANOPY
⊙ STORM CATCH BASIN	— SANITARY SEWER	--- BITUMINOUS SURFACE
⊙ FLARED END SECTION	— STORM SEWER	--- GRAVEL SURFACE
⊙ TRANSFORMER	— UNDERGROUND ELECTRIC	--- DECIDUOUS TREE
★ LIGHT	— UNDERGROUND TELEPHONE	--- CONIFEROUS TREE
✓ GUY ANCHOR	— UNDERGROUND GAS	--- SPOT ELEVATION CONTOUR
⊙ UTILITY POLE	— OVERHEAD ELECTRICAL WIRE	--- SOIL BORING
⊙ GUARD POST	— CHAIN LINK FENCE	--- REGULAR PARKING STALL COUNT
⊙ SIGN	— WOOD FENCE	--- TRAFFIC MARKERS
⊙ GAS METER	— WIRE FENCE	
⊙ GAS MANHOLE	— RETAINING WALL	
⊙ ELECTRIC MANHOLE	— BLOCK RETAINING WALL	
⊙ ELECTRIC METER	— STONE RETAINING WALL	
⊙ TELEPHONE PEDESTAL	— POND / WATER LINE	
⊙ CABLE TV BOX	--- FEMA FLOOD ZONE LINE	
⊙ COMMUNICATIONS MANHOLE		

PROPERTY DESCRIPTION

The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Township 114 North Range 21 West, all according to the United States Government Survey thereof, County of Dakota, State of Minnesota. Excepting therefrom that part of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4) of Section Thirty-six (36), Township One Hundred Fourteen (114), Range Twenty-one (21), Dakota County, Minnesota, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4) of said Section Thirty-six (36), thence bearing South (assumed bearing) along the West line of the said Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4), a distance of 216.83 feet, more or less, to the Southwesterly right of way line of County State Aid Highway No. 70 and the point of beginning of the tract to be described; thence South 51 degrees 29 minutes 00 seconds East, along the said Southwesterly right of way line, 232.73 feet; thence South 38 degrees 31 minutes 00 seconds West, at right angles to said right of way line, 292.41 feet, more or less, to the West line of the said Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4); thence North on said West line 373.72 feet, more or less, to the point of beginning.

DEVELOPMENT SUMMARY			
AREA	LOT 1, BLOCK 1	695,814 SF	15.97 AC
OUTLOT A		723,620 SF	16.57 AC
DEDICATED RIGHT OF WAY		284,707 SF	6.54 AC
		SETBACKS (PARKING)	
		FRONT YARD	20 FT
		REAR YARD	10 FT
		SIDE YARD	10 FT
		SETBACKS (BUILDING)	
		FRONT YARD	50 FT
		REAR YARD	30 FT
		SIDE YARD	30 FT
		ZONING	
		EXISTING ZONING	OP OFFICE PARK
		PROPOSED ZONING	OP OFFICE PARK

DEVELOPMENT NOTES

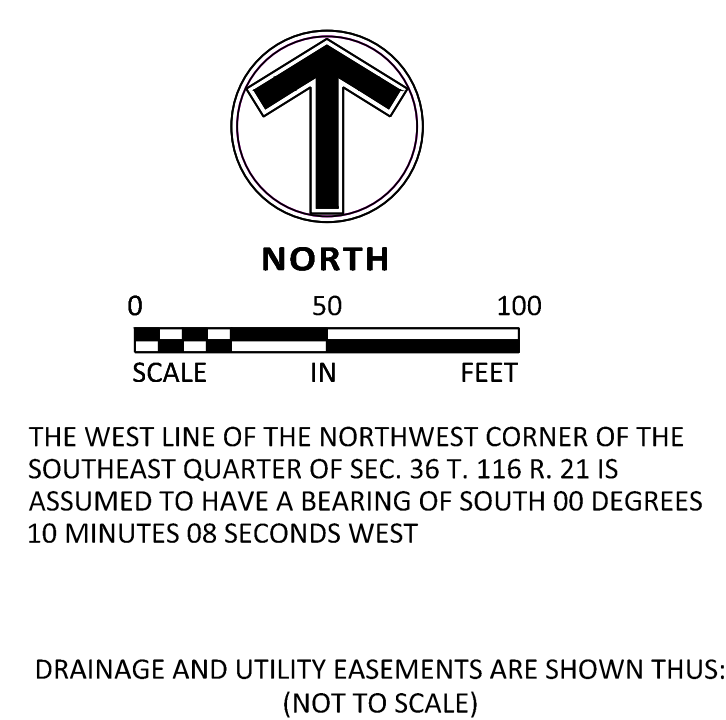
- ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
- THE NAME OF THE PLAT IS TO BE DETERMINED.

BENCHMARKS

1. THE VERTICAL DATUM IS BASED ON NAVD83. THE ORIGINATING BENCH MARKS IS BR 19850 SE, REFERENCED FROM THE MNDOT GEODETIC DATABASE

SITE BENCHMARK #1
TNH ELEV.=1030.86

SITE BENCHMARK #2
TNH ELEV.=1043.75



NO	DATE	BY	CKD	APPR	COMMENT
07/26/2024	TPK	EWM	EWM		CITY ENTITLEMENT SUBMITTAL
08/20/2024	TPK	EWM	EWM		CITY ENTITLEMENT RE-SUBMITTAL
09/10/2024	CDC	EWM	EWM		CITY ENTITLEMENT RE-SUBMITTAL

I hereby certify that this plan, survey, 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

Print Name: Jared Averbeck

Date: _____ License # 53642

DATE ISSUED

DRAWN BY EIJH

DESIGNED BY CC

CHECKED BY JJA

PROJECT NO. 52927



PRELIMINARY PLAT

LIKEWISE PARTNERS
LAKEVILLE 35 LOGISTICS CENTER NORTH
FINAL SITE DEVELOPMENT PLANS
LAKEVILLE, MN

EXHIBIT C

SHEET C2.02 OF REV.

24 LS LMS TECH | JARED AVERBECK | 9/27/2024 9:36:08 AM
PROJECTS\2527 CAD SURVEY SHEETS\2527 PLAT DWG\C2.02 PRELIMINARY PLAT



Memorandum

To: Frank Dempsey, Associate Planner

From: Michael Kutz, Civil Engineer
McKenzie Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director

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

Date: December 12, 2024

Subject: Lakeville 35 Logistics Center North Addition

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

BACKGROUND

Likewise Partners submitted a final plat named Lakeville 35 Logistics Center North Addition. The proposed development is located east of Interstate 35, north of, 215th Street and bisected by Juniper Way (County State Aid Highway 70). The parent parcel consists of one metes and bounds parcel in Section 36, Township 114, Range 21 (PID No. 22-03600-07-011) and zoned OP, Office Park District.

The final plat consists of one lot within one block, and one outlot on 39.07 acres. The final plat will subdivide the property north and south of Juniper Way. The Developer is dedicating 6.63 acres for Juniper Way (CSAH 70) right-of-way.

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

Outlot A: Future development; retained by Developer (15.03 acres)

The development will be completed by:

Developer:	Likewise Partners
Engineer/Surveyor:	Sambatek

SITE CONDITIONS

The Lakeville 35 Logistics Center North Addition site contains undeveloped agricultural land and wooded areas. All existing remnants from the site, including field entrances and culverts, shall be removed with the final plat. The Developer shall provide a security with the final plat to ensure the work is completed in accordance with applicable rules and regulations.

There are no existing assessments levied against the parent parcel.

EASEMENTS

There are no existing easements on the parent parcel that will be vacated.

Prior to recording of the final plat:

- A 10-foot-wide temporary drainage and utility easement along the west, northwest, and northeast property line of Outlot A.
- 40-foot-wide right-of-way along the east-west portion of 215th Street shall be shown on the final plat before recording.
- 80-foot-wide right-of-way along the remainder of 215th Street within the platted area shall be shown on the final plat before recording.

STREET AND SUBDIVISION LAYOUT

Juniper Way (CSAH 70)

Lakeville 35 Logistics Center North Addition is bisected by Juniper Way, a Dakota County highway classified as a principal arterial. Juniper Way is an existing four-lane divided rural highway. The 2022 Dakota County Plat Needs Map (rev. 10-27-22) identifies a half right-of-way need of 75 feet. The Developer is dedicating 6.63 acres for right-of-way for Juniper Way over the area currently encumbered by a highway easement. The Dakota County Plat Commission recommended approval of the final plat on December 4, 2024. The Developer is responsible for any requirements stipulated by Dakota County.

215th Street

Lakeville 35 Logistics Center North Addition is located north of and adjacent to 215th Street, a City roadway classified as a minor collector. The Developer is dedicating the north ½ right-of-way of 40 feet with the final plat. Dedication of the south ½ right-of-way will be collected when the adjoining property to the south is subdivided.

215th Street is a two-lane undivided rural gravel roadway. 215th Street will be constructed in the future consistent with City urban collector roadway design standards. There are no programmed improvements in Lakeville’s current adopted 5-year Capital Improvement Plan (2024-2028).

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction shall be from Juniper Way (CSAH 70).

PARKS, TRAILS AND SIDEWALKS

Development of Lakeville 35 Logistics Center North Addition includes construction of a public pedestrian trail. A ten-foot-wide trail, with pedestrian curb ramps, will be constructed along the south side of Juniper Way at the time Outlot A is final platted into lots and blocks.

Park Dedication has not been collected on the parent parcel. The City’s Parks, Trails, and Open Space Plan identifies a proposed community play field within the Lakeville 35 Logistics Center North Addition plat. In consideration of the topography, access, zoning and proximity to the Lakeville South High School play fields, the Park Dedication requirement will be satisfied through a cash contribution to be paid with the final plat as recommended by Parks and Recreation Department staff, and calculated as follows:

Dedication Requirement Summary		
Gross Area of Lakeville 35 Logistics		39.07 acres
Less Area of Outlot A (Future Development)		(-) 15.03 acres
Dakota County Right of Way		(-) 8.07 acres
Total Buildable Area		15.97 acres
15.97 acres	x \$5,615	= \$89,671.55
Buildable Area	2025 Unit Rate	Dedication Requirement
Lakeville 35 Logistics		Lakeville 35 Logistics

UTILITIES

SANITARY SEWER

Lakeville 35 Logistics Center North Addition is located within subdistricts SC-10500 and SC-10510 of the South Creek sanitary sewer district. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor sewer monitored by meter M649. Wastewater treatment is provided by the Empire Wastewater Treatment Plant.

Development of Lakeville 35 Logistics Center North Addition does not include construction of public sanitary sewer. Sanitary sewer will extend within 215th Street from an existing manhole located at the intersection of Juniper Way and 215th Street, at the time Outlot A is final platted into lots and blocks.

Development of Lakeville 35 Logistics Center North Addition includes construction of private sanitary sewer. Sanitary sewer will extend within Lot 1 from an existing sanitary service stub located northeast of Juniper Way.

Sanitary sewer was constructed by the City in 2021 (City Project 20-05) in partnership with Dakota County. The Lateral Sanitary Sewer Charge has not been collected on the parent parcel and shall be paid with the final plat. The Developer shall reimburse the City for its share of the sanitary sewer improvements associated with Lakeville 35 Logistics Center North Addition with the final plat and is calculated as follows:

418.00	+ 1548.30 front feet	x \$41.50/front foot	= \$64,672.45
Per service 2025 Rate	Total Front Foot Lakeville 35 Logistics	2025 Rate	Lateral Sanitary Sewer Charge Lakeville 35 Logistics

The Developer shall reimburse the City for its share of the sanitary sewer improvements associated with future additions of the Lakeville 35 Logistics Center North Addition preliminary plat at the time Outlot A is final platted into lots and blocks.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and shall be collected with the building permit based on NCES SAC unit determination.

WATERMAIN

Development of Lakeville 35 Logistics Center North Addition does not include construction of public watermain. Watermain will extend within 215th Street from an existing stub located at the intersection of Juniper Way and 215th Street, at the time Outlot A is final platted into lots and blocks.

Development of Lakeville 35 Logistics Center North Addition includes construction of private watermain. Watermain will extend within Lot 1 from an existing stub located northeast of Juniper Way.

Watermain was constructed by the City in 2021 (City Project 20-05) in partnership with Dakota County. The Lateral Watermain Charge has not been collected on the parent parcel and shall be paid with the final plat. The Developer shall reimburse the City for its share of the watermain improvements associated with Lakeville 35 Logistics Center North Addition with the final plat is as calculated as follows:

408.00	+ 1548.30 front feet	x \$48.00/front foot	= \$74,726.40
Per service 2025 Rate	Total Front Foot Lakeville 35 Logistics	2025 Rate	Lateral Watermain Charge Lakeville 35 Logistics

The Developer shall reimburse the City for its share of the watermain improvements associated with future additions of the Lakeville 35 Logistics Center North Addition preliminary plat at the time Outlot A is final platted into lots and blocks.

STORM SEWER

Development of Lakeville 35 Logistics Center North Addition includes construction of private storm sewer systems. Storm sewer will be constructed within Lot 1 to collect and convey stormwater runoff generated from within the site to a private stormwater management facility. The storm sewer systems will be privately-owned and maintained by property owner.

Draintile construction is required in areas of non-granular soils within Lakeville 35 Logistics Center North Addition for the street subgrade and lots. Any additional draintile construction, including perimeter draintile required for building footings, deemed necessary during construction by the City shall be the Developer's responsibility to install and finance.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

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

Storm Sewer Charge Summary	
Gross Area of Lakeville 35 Logistics	1,702,141 s.f.
Less Area of Outlot A (Future Development)	(-) 654,895 s.f.
Dakota County Right of Way	(-) 351,432 s.f.
Total Storm Sewer Charge Area	695,814 s.f.

695,814 s.f.	x \$0.250/s.f.	= \$173,953.50
Net Area	2025 Unit Rate	Storm Sewer Charge
Lakeville 35 Logistics		Lakeville 35 Logistics

OVERHEAD LINES

Great River Energy 115kV overhead electric power transmission lines are located along the north side of 215th Street. Overhead transmission lines are not required to be placed underground.

DRAINAGE AND GRADING

Lakeville 35 Logistics Center North Addition is located within subdistricts SC-004, SC-005, and SC-008 of the South Creek stormwater district.

Development of Lakeville 35 Logistics Center North Addition includes construction of a privately-owned and maintained stormwater management system. A stormwater management basin will be located in Lot 1 and provide treatment and rate control of stormwater runoff generated from the site. The Developer shall enter into a Stormwater Maintenance Agreement with the City for the private stormwater management systems. Prior to final plat consideration, a final stormwater management design consistent with the City's stormwater management ordinance must be submitted and approved by City staff.

The Developer shall certify to the City that all lots with footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. Prior to issuance of building permits, the soils observation and testing report, and an as-built certified grading plan must be submitted and approved by City staff.

Lakeville 35 Logistics Center North Addition contains more than one acre of site disturbance, therefore a National Pollution Discharge Elimination System (NPDES) General Stormwater Permit for construction activity from the Minnesota Pollution Control Agency is required. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

RETAINING WALLS

Development of Lakeville 35 Logistics Center North Addition includes construction of private retaining walls. The retaining walls will be privately-owned and maintained by the property owner. The Developer must provide a security with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations, including building permits and designs by a registered engineer for walls with a combined height over four feet, from the Building Inspections Division.

EROSION CONTROL

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as developing a SWPPP 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 or tree removals can take place until the City has reviewed and approved the SWPPP for the site. Changes made throughout construction must be documented in the SWPPP.

Redundant silt fence is required along all waterways. 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.

A maintenance schedule for the establishment of vegetation in the stormwater management basin must be submitted to the City for review prior to the start of grading.

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

\$280,000.00	x 2%	= \$5,600.00
Grading Cost Lakeville 35 Logistics	2025 Rate	MS4 Administration Fee Lakeville 35 Logistics

WETLANDS

A wetland delineation report was completed and approved August 27, 2024. One wetland (144 sq/ft) was identified in the northeast corner of the site. The wetland is in the same location as the dump site that was located on the property and may be a result of that. The Developer is in the process of completing a wetland exemption for the impacts to this wetland. The Developer will be responsible for the remediation of the dump site.

TREE PRESERVATION

The plan identifies 152 total trees on site with no 0 trees proposed to be saved. Prior to removals, silt fence line must be installed. Minor changes may result in additional removals or preservation based on location or condition of the tree. Significant trees, as identified in the Lakeville Subdivision Ordinance, shall be protected and preserved through termination of all grading and construction activities.

FEMA FLOODPLAIN ANALYSIS

Lakeville 35 Logistics Center North Addition is shown on the Flood Insurance Rate Map (Map No. 27037C0191E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation by FEMA, the Lakeville 35 Logistics Center North Addition is not located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

SECURITIES

The Developers shall provide a Letter of Credit as security for the Developer-installed improvements relating to Lakeville 35 Logistics Center North Addition. Construction costs are based upon estimates submitted by the Developer's engineer on October 18, 2024 (December 6, 2024 for the CSAH 70 cost estimate).

CONSTRUCTION COSTS	
Sanitary Sewer	\$ 5,000.00
Watermain	5,000.00
Storm Sewer	5,000.00
CSAH 70 (Juniper Way) Improvements	853,596.00
Grading, Erosion Control and Vegetation Establishment	65,000.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 933,596.00
OTHER COSTS	
Developer's Design (3.0%)	\$ 28,007.88
Developer's Construction Survey (2.5%)	23,339.90
City's Legal Expense (0.5%)	4,667.98
City Construction Observation (5.0%)	46,679.80
Developers Record Drawings (0.5%)	4,667.98
Landscaping	88,000.00
Remove Apron Entrance	7,434.00
Remove Pipe Culverts	1,350.00
Lot Corners/Iron Monuments	200.00
Retaining Walls	101,276.00
SUBTOTAL - OTHER COSTS	\$ 204,347.54
TOTAL PROJECT SECURITY	\$ 1,239,219.54

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 \$200.00. 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 with the final plat and is calculated as follows:

$$\begin{array}{rcl}
1,548.30 \text{ front feet} & \times \$1.13/\text{front} & = \$1,749.58 \\
& \text{foot} & \\
\text{Total Front Foot} & \text{2025 Rate} & \text{Streetlight Operating Fee} \\
\text{Lakeville 35 Logistics} & & \text{Lakeville 35 Logistics}
\end{array}$$

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

$$\begin{array}{rclcl}
1 \text{ unit} & \times \$61.52/\text{unit} & \times 4.20 & = \$258.38 \\
\text{Total Units} & \text{2025 Rate} & \text{Utility Factor} & \text{Environmental Resources Fee} \\
\text{Lakeville 35} & & & \text{Lakeville 35 Logistics} \\
\text{Logistics} & & &
\end{array}$$

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:

$$\begin{array}{rclcl}
2 \text{ lots} & \times \$90.00/\text{unit} & = \$180.00 \\
\text{Lots/Outlots} & \text{2025 Rate} & \text{Property Data \& Asset/Infrastructure Mgmt. Fee} \\
\text{Lakeville 35 Logistics} & & \text{Lakeville 35 Logistics}
\end{array}$$

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

The Developer shall pay a cash fee for City Engineering Administration. The fee for City Engineering Administration is based on three percent (3.00%) of the estimated construction cost, or \$28,007.98.

CASH REQUIREMENTS

Park Dedication	\$ 89,671.55
Storm Sewer Charge	173,953.50
MS4 Administration Fee	5,600.00
Streetlight Operating Fee	1,749.58
Environmental Resources Management Fee	258.38
Property Data and Asset/Infrastructure Management Fee	180.00
City Engineering Administration (3.00%)	28,007.88
Lateral Sanitary Sewer Charge	64,672.45
Lateral Watermain Charge	74,726.40
TOTAL CASH REQUIREMENTS	\$ 438,819.74

RECOMMENDATION

Engineering recommends approval of the final plat, site plan, grading and erosion control plan, and utility plan for Lakeville 35 Logistics Center North Addition, subject to the requirements and stipulations within this report.



Date: 2/3/2025

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 April 7, 2025 for 2025 spring 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, and unpaid utility bills for closed accounts, false alarm charges and tree removal 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 – final bills

In addition to certifying the amount delinquent, the City also collects a \$50 administrative fee 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 April 7, 2025 until December 31, 2026. The certification process affects less than 1% of the Lakeville utility customers.

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 April 7, 2025 until December 31, 2026.

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 April 7, 2025 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

In the staff's opinion, certification is the least labor-intensive method of collecting delinquent accounts. It is also the process least likely to foster ill will amongst customers.

Supporting Information

1. Resolution Calling Public Hearing Unpaid Special Charges

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

CITY OF LAKEVILLE

RESOLUTION No _____

Resolution 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 streetlight 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; and

WHEREAS, Title 4-4-15 of the City Ordinance authorizes the City to special assess the abatement of diseased shade trees to the County Auditor for collection with taxes; and

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

1. A public hearing shall be held on the 7th day of April 2025 at the Lakeville Council Chambers, 20195 Holyoke Avenue, at 6:00 p.m. to consider certifying unpaid utility charges, street light charges, weed elimination from streets or private property and tree removal 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 utility charge, street light charge, weed elimination from street or private property and tree removal charge list not less than two (2) weeks prior to the hearing.

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

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 2/3/2025

Resolution Amending the Lakeville Fire Relief Association Bylaws Relating to Pension Vesting Schedules and Board Members Compensation

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Amending the Lakeville Fire Relief Association Bylaws Relating to Pension Vesting Schedules and Board Members' Compensation.

Overview

Passage of this motion will change the Vesting Schedule (effective February 4, 2025) from

- 1) Full vesting at 20 years, partial vesting initiating at 5 years of services (40%) to
- 2) Full vesting at 15 years, partial vesting initiating at 5 years of service (50%)

Passage of this motion will also change the board members' compensation as follows:

- 1) President/Vice President \$1,000 annually to \$2,000 annually; and
- 2) Board-appointed Trustee(s) \$0 annually to \$1,000 annually

There is no change for Treasurer & Secretary (\$3,000 annually).

The Lakeville Fire Relief Association presented information and a preliminary request for pension vesting schedule changes and board members compensation to the City Council at the January 27, 2025 work session. The request was reviewed and discussed by the City Council and Council members informally concurred with the 2025 changes.

Per the Office of the State Auditor, the City Council is required to ratify each incremental benefit level and/or vesting changes before they become effective. The City Council is also required to approve the salary amounts of any relief association trustees other than the four officers. The attached resolution addresses the pension vesting schedules and board members compensation for 2025.

Supporting Information

1. Resolution Amending Fire Relief Pension Vesting Schedule

Financial Impact: \$ 0 Budgeted: No Source: LFRA Special Fund Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION AMENDING LAKEVILLE FIRE RELIEF ASSOCIATION BYLAWS
RELATING TO PENSION VESTING SCHEDULES AND BOARD COMPENSATION**

WHEREAS, The Bylaws of the Lakeville Fire Relief Association provide for a Defined Benefit Lump Sum Retirement Plan for volunteer firefighters that are eligible under the vesting schedule.

WHEREAS, The original effective date of the Plan was October 11, 1943.

WHEREAS, Article 3.1 Full Vesting of Accrued Benefits is amended to read “A Participant shall have a fully vested and non-forfeitable interest in the Participant’s Accrued Benefit upon completion of 15 Years of Active Service.

WHEREAS, Article 3.2 Partial Vesting of Accrued Benefit is amended to read “The following vesting schedule shall apply to Participant with fewer than 15 Years of Active Service:

Years of Active Service	Current Vested %	Amended Vesting %
5	40%	50%
6	44%	55%
7	48%	60%
8	52%	65%
9	56%	70%
10	60%	75%
11	64%	80%
12	68%	85%
13	72%	90%
14	76%	95%
15	80%	100%
16	84%	
17	88%	
18	92%	
19	96%	
20	100%	

WHEREAS, Article 6.8 Compensation states “for services to the Association by the officers, the membership may at the Annual Association meeting authorize payment of an aggregate salary expense payable from the Special Fund to one (1) or more of these officers. The amount shall be recommended by the Board to the membership and approved by the membership at their annual Association meeting.”

The current and revised compensation amounts are as follows:

Relief Board Officer	Current Annual Pay	Amended Annual Pay
President	\$1,000	\$2,000
Vice President	\$1,000	\$2,000
Treasurer	\$3,000	\$3,000
Secretary	\$3,000	\$3,000
Board-Appointed Trustee(s)	\$ 0	\$1,000

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota that the Lakeville Fire Relief Association's Bylaws are hereby amended for the changes in the vesting schedule and relief board officers and trustees' compensation.

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

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

APPENDIX A
LAKEVILLE FIRE RELIEF ASSOCIATION
Benefit Levels

Benefit Level Effective Date	Benefit Level per Year of Active Service	Interest Rate for Deferred Pension Benefit	Date Benefit Approved by Municipality
February 6, 2024	\$15,000.00	Separate Account	February 5, 2024
March 8, 2022	\$12,000.00	Separate Account	March 7, 2022
January 1, 2021	\$10,000.00	Separate Account	December 7, 2020
January 1, 2020	\$9,195.00	Separate Account	May 6, 2019
January 1, 2019	\$8,395.00	Separate Account	November 19, 2018
January 1, 2018	\$7,595.00	Separate Account	February 6, 2017
January 1, 2017	\$7,225.00	Separate Account	October 17, 2016
January 1, 2016	\$6,877.00	Separate Account	November 3, 2014
January 1, 2015	\$6,742.00	Separate Account	November 3, 2014
January 1, 2014	\$6,610.00	Separate Account	March 18, 2013
January 1, 2012	\$6,417.00	Separate Account	December 19, 2011
April 6, 2009	\$6,230.00	Separate Account	April 6, 2009
January 1, 2009	\$6,230.00	5.000%	December 1, 2008
January 1, 2008	\$6,000.00	5.000%	November 5, 2007
January 1, 2007	\$5,820.00	5.000%	December 18, 2006
January 1, 2006	\$5,725.00	5.000%	January 1, 2006
January 1, 2005	\$5,550.00	5.000%	January 1, 2005
January 1, 2004	\$5,400.00	5.000%	January 1, 2004
January 1, 2003	\$5,300.00	5.000%	January 1, 2003
January 1, 2002	\$5,100.00	5.000%	January 1, 2002

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



Date: 2/3/2025

Public Hearing on the application for Taqueria Los Compadres for an On-Sale and Sunday Liquor License

Proposed Action

Staff recommends adoption of the following motion: Move to grant an On-Sale and Sunday Liquor License for Taqueria Los Compadres located at 11276 - 210th Street West Unit 102.

Overview

Taqueria Los Compadres plans to extend its business into the neighboring unit 102, formerly Baldy's BBQ. The applicant will now have the space to offer more seating, allowing for alcohol to be served.

The Police Department conducted a background investigation on the corporate officers and found no reason to deny the license requested. Therefore, the applicants will be present at the public hearing.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: <i>Ann Orlofsky</i>, City Clerk
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Date: 2/3/2025

Public Hearing for Vacation of Drainage and Utility Easement and Consider a Preliminary Plat and Conditional Use Permit for the Plat of Antlers Ridge 2nd Addition

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the preliminary plat of Antlers Ridge 2nd Addition, 2) a conditional use permit approving a shore impact plan and adoption of the findings of fact and 3) resolution vacating drainage and utility easements

Overview

Tamarack Land Lake Marion Commons LLC (Tamarack Land) representatives have submitted applications and plans for Antlers Ridge 2nd Addition, which proposes the development of 26 twinhome lots on property located east of Kenrick Avenue and north of 205th Street. This action includes a public hearing to consider the vacation of public drainage and utility easements on Outlot B, Antlers Ridge and separate action for the consideration of a preliminary plat for Antlers Ridge 2nd Addition and a conditional use permit for a shoreland impact plan within the Shoreland Overlay District of Lake Marion.

This is the second phase of a preliminary plat of 54 twinhome lots, which was approved by the City Council on July 17, 2023. The final plat for the first phase of 34 twinhomes was approved July 15, 2024. The proposed 2nd Addition includes six additional twinhome lots from what was originally approved, triggering a new preliminary plat review. The preliminary plat plans have been reviewed by the Engineering Division and Park and Recreation Department staff.

The parent parcel, Outlot B, Antlers Ridge, includes a 10-foot-wide drainage and utility easement along the south and west property lines. A public hearing for the vacation of those easements shall be held at the City Council meeting on February 3, 2025. If approved, these easements would be vacated in conjunction with the recording of the final plat. Any new easements, permanent or temporary, are included with the plat of Antlers Ridge 2nd Addition.

The Planning Commission held a public hearing on the preliminary plat and conditional use permit at its January 23, 2025 meeting. The Planning Commission unanimously recommended approval. There was no public comment at the public hearing.

Supporting Information

1. Preliminary Plat Resolution
2. Conditional Use Permit Form

3. CUP Findings of Fact
4. Easement Vacation Resolution
5. January 23, 2025 Planning Commission draft meeting minutes
6. January 16, 2025 Planning Report & Exhibits A-F
7. Exhibit G and January 16, 2025 Engineering report

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Heather Botten, Senior Planner
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**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY PLAT
OF ANTLERS RIDGE 2nd ADDITION**

WHEREAS, Tamarack Land Lake Marion Commons, LLC has requested approval of the preliminary plat of 26 twinhome lots to be known as **ANTLERS RIDGE 2nd ADDITION**; and

WHEREAS, the property is legally described as Outlot B, Antlers Ridge, according to the recorded plat thereof, Dakota County, Minnesota; and

WHEREAS, the Planning Commission held a public hearing on the application at its January 23, 2025 meeting, preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak; and

WHEREAS, the Planning Commission unanimously recommended approval of the preliminary plat; and

WHEREAS, the preliminary plat meets Subdivision Ordinance requirements; and

WHEREAS, the preliminary plat is acceptable to the City.

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council that the **ANTLERS RIDGE 2nd ADDITION** preliminary plat is approved subject to the following conditions:

1. The site shall be developed in accordance with the plans approved by the City Council.
2. Five-foot-wide concrete sidewalks shall be constructed on the south side of 203rd Street.
3. Park dedication shall be subject to the recommendations of the Parks, Recreation, and Natural Resources Committee to be satisfied at the time of final plat.
4. A homeowner's association must be established for ownership and maintenance of Lot 19, Block 1 and Lot 9, Block 2.
5. HOA documents must be submitted for review and provide proof of recording of the HOA documents and deeds conveying the common area lots to the HOA, prior to building permits issued for the attached townhomes
6. Twinhomes must meet the exterior materials requirements of Section 11-57-19 of the Zoning Ordinance.

7. The developer must submit dimensioned floor plans for the detached townhome units to verify compliance with the minimum requirements for above grade floor area established by Section 11-17-13.D of the Zoning Ordinance.
8. The developer shall provide details to verify compliance with the landscape requirements of Section 11-57-19 of the Zoning Ordinance.
9. Implementation of the recommendations listed in the engineering report dated January 16, 2025 and any subsequent correspondence.

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

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

(Reserved for Dakota County Recording Information)

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA
CONDITIONAL USE PERMIT NO. 25- ____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby grants a conditional use permit to Tamarack Land Lake Marion Commons, LLC for a shore impact plan in the Shoreland Overlay District of Lake Marion.

2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Antlers Ridge 2nd Addition, Dakota County, Minnesota

3. Conditions. This conditional use permit is issued subject to the following conditions:

a) The site shall be developed in accordance with the plans approved by the City Council.

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: February 3, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 3rd day of **February 2025**, by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**ANTLERS RIDGE 2nd ADDITION
CONDITIONAL USE PERMIT
FINDINGS OF FACT AND DECISION**

On January 23, 2025, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Tamarack Land Lake Marion Commons, LLC for a conditional use permit for a Shore Impact Plan in the Shoreland Overlay District of Lake Marion in conjunction with the preliminary plat of Antlers Ridge. The Planning Commission conducted a public hearing on the conditional use permit application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is located in Planning District 4 of the 2040 Comprehensive Land Use Plan, which guides the Antlers Ridge 2nd Addition property for medium/high density residential and low/medium density residential development.
2. The subject site is zoned RST-2, Single and Two Family Residential District.
3. The legal description of the subject property is:

Outlot B, Antlers Ridge, Dakota County, MN

4. Chapter 4 of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be approved 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 shoreland impact plan conditional use permit is consistent with the goals and objectives and guided residential land uses of the 2040 Comprehensive Land Use Plan.
 - b. The proposed use is or will be compatible with present and future land uses of the area.

Finding: The proposed twinhomes in the Antlers Ridge 2nd Addition preliminary plat will be compatible with the twinhome development adjacent to the subject property.
 - c. The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.

Finding: Subject to compliance with the stipulations listed in the January 16, 2025, planning report, the Antlers Ridge 2nd Addition preliminary plat will meet the performance standards contained in the Zoning and Subdivision ordinances.
 - d. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

Finding: The Antlers Ridge 2nd Addition preliminary plat can be accommodated with the public services available to serve the subject property and will not overburden the City's service capacity.

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

Finding: The traffic generated by the Antlers Ridge 2nd Addition preliminary plat will be within the capacity of the streets that will serve this development.

- 5. The report dated January 16, 2025, prepared by Heather Botten, Senior Planner is incorporated herein.

DECISION

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

DATED: February 3, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY _____
Ann Orlofsky, City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. 25-_____

RESOLUTION VACATING PUBLIC DRAINAGE AND UTILITY EASEMENTS

WHEREAS, the Planning Commission has conducted a public hearing, preceded by two (2) weeks published notice, to consider vacating the following described drainage and utility easements; and

WHEREAS, the City Council has determined that it is in the public interest to vacate said drainage and utility easements.

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

1. The following public drainage and utility easements are hereby vacated:

All drainage and utility easements lying over, under and across Outlot B, Antlers Ridge, according to the recorded plat thereof, Dakota County, Minnesota.

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

DATED this 3rd day of **February 2025**.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
DAKOTA COUNTY)

I hereby certify that the foregoing Resolution No. 25-____ 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 February **2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky
City Clerk

Seal

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

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
January 23, 2025

Chair Majorowicz called the meeting to order at 6:00 p.m. in the Council Chambers at City Hall. The Pledge of Allegiance to the flag was given.

Members Present: Chair Jenna Majorowicz, Vice Chair Christine Zimmer, Scott Einck, Pat Kaluza, Jason Swenson, Amanda Tinsley, Patty Zuzek, Ex-Officio Jeff Hanson.

Members Absent: None

Staff Present: Tina Goodroad, Community Development Director; Kris Jenson, Planning Manager; Heather Botten, Senior Planner; Jon Nelson, Assistant City Engineer

3. Approval of the Meeting Minutes

The January 9, 2025 Planning Commission meeting minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson noted that the Parks, Recreation, and Natural Resources Committee did not hold their meeting on January 22, 2025 due to the lack of a quorum and therefore were unable to review and provide a recommendation for the Antlers Ridge 2nd Addition preliminary plat. The Committee did review the original Antlers Ridge preliminary plat on July 5, 2023 and recommended approval at that time.

Ms. Jenson stated if the agenda items are not tabled they will move forward to the February 3 City Council meeting.

5. Antlers Ridge 2nd Addition

Chair Majorowicz opened the public hearing to consider the application of Tamarack Land Lake Marion Commons, LLC for the preliminary plat for 26 twinhome lots to be known as Antlers Ridge 2nd Addition and a conditional use permit for a shoreland impact plan within the Shoreland Overlay District of Lake Marion, located east of Kenrick Avenue and west of Kensfield Trail.

Nater Herman, on behalf of Tamarack Land Lake Marion Commons, LLC presented a brief overview of the request.

Senior Planner Heather Botten presented the staff report. Ms. Botten stated that the Antlers Ridge 2nd Addition preliminary plat is a revision of the west portion of the original Antlers Ridge

preliminary plat that was approved by the City Council on July 17, 2023. The original preliminary plat was for 54 twinhome units, 34 of which were included in the Antlers Ridge final plat approved by the City Council on July 15, 2024. The remaining portion of the preliminary plat has been revised and now includes 26 twinhome units and realigned 203rd Street for a future connection through the Marek Towing property with a future redevelopment of that property.

Ms. Botten noted that Antlers Ridge 2nd Addition is located within the Shoreland Overlay District of Lake Marion. City Code requires the developer to submit a shoreland impact plan and a conditional use permit application to allow development within the shoreland overlay district. The shoreland impact plan includes requirements that the plans address steep slopes, erosion control, access to public utilities, stormwater management, and site development best management practices. The request is in compliance with the general CUP criteria. Staff believes that Antlers Ridge 2nd Addition preliminary plat and conditional use permit is consistent with the land use and housing policies of the Comprehensive Plan and complies with the requirements of the Zoning Ordinance and Subdivision Ordinance and recommends approval of the requests with the nine stipulations listed in the staff report.

Chair Majorowicz opened the hearing to the public for comment.

There were no public comments.

Motion was made by Einck, seconded by Swenson, to close the public hearing at 6:08 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Majorowicz asked for comments from the Planning Commission. Discussion points included:

- Commissioner Swenson asked about timing for redevelopment of the adjacent Marek property and whether screening should be added between the westernmost units and adjacent commercial property. The applicant responded that he did not have any definitive timing on redevelopment. Swenson asked the applicant to discuss possible screening with staff and commented that he is supportive of the plan and lot layout.
- Commission Kuluza agreed that a stipulation is not needed for the screening but requested that the applicant work with staff on the issue.
- Commissioner Einck asked the applicant to explain the drainage and grading that

Motion was made by Zimmer, seconded by Zuzek to recommend to City Council approval of the preliminary plat for 26 twinhome lots to be known as Antlers Ridge 2nd Addition and a conditional use permit for a shoreland impact plan within the Shoreland Overlay District of Lake Marion, located east of Kenrick Avenue and west of Kensfield Trail, subject to the following stipulations, and approval of the Findings of Fact dated January 23, 2025:

1. The site shall be developed in accordance with the plans approved by the City Council.
2. Five-foot-wide concrete sidewalks shall be constructed on the south side of 203rd Street.

3. Park dedication shall be subject to the recommendations of the Parks, Recreation, and Natural Resources Committee to be satisfied at the time of final plat.
4. A homeowner's association must be established for ownership and maintenance of Lot 19, Block 1 and Lot 9, Block 2.
5. HOA documents must be submitted for review and provide proof of recording of the HOA documents and deeds conveying the common area lots to the HOA, prior to building permits issued for the attached townhomes
6. Twinhomes must meet the exterior materials requirements of Section 11-57-19 of the Zoning Ordinance.
7. The developer must submit dimensioned floor plans for the detached townhome units to verify compliance with the minimum requirements for above grade floor area established by Section 11-17-13.D of the Zoning Ordinance.
8. The developer shall provide details to verify compliance with the landscape requirements of Section 11-57-19 of the Zoning Ordinance.
9. Implementation of the recommendations listed in the engineering report dated January 16, 2025 and any subsequent correspondence.

Ayes: Zuzek, Tinsley, Kaluza, Majorowicz, Zimmer, Einck, Swenson

Nays: 0

6. Airlake DEA

Chair Majorowicz opened the public hearing to consider the application of Hat Trick Investments, LLC and Dakota Electric Association for a preliminary and final plat for a two outlot subdivision to be known as Airlake DEA, located east of Cedar Avenue (CSAH 23) and north of 225th Street.

Jeff Schoenecker, Dakota Electric Association presented a brief overview of the request.

Senior Planner Heather Botten presented the staff report. Ms. Botten stated the proposed plat includes two parcels of land totaling 115.57 acres. The plat consists of two outlots and the dedication of right-of-way for the extension of 222nd Street. The property is located east of Cedar Avenue (CSAH 23) and north of 225th Street. The subject property was annexed into the City in 2021. The property is guided Industrial in Comprehensive Land Use Plan and zoned I-2, General Industrial. The proposed outlots meet the minimum lot size and width requirements for future development in the I-2 district. The proposed preliminary plat meets the recommended goals and objectives of the zoning code and comprehensive plan. Staff recommends approval of the preliminary plat with the three stipulations listed in the staff report.

Chair Majorowicz opened the hearing to the public for comment.

The following public comments were received:



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Date: January 16, 2025
Subject: Packet Material for the January 23, 2025 Planning Commission Meeting
Agenda Item: Antlers Ridge 2nd Addition

1. Preliminary plat
2. Conditional use permit for a Shoreland Impact Plan
3. Vacation of existing drainage and utility easements

ACTION DEADLINE: March 25, 2025

BACKGROUND

Tamarack Land Lake Marion Commons LLC (Tamarack Land) representatives have submitted applications and plans for Antlers Ridge 2nd Addition, which proposes the development of 26 twinhome lots on property located east of Kenrick Avenue and north of 205th Street. The proposed development includes applications for: 1) a preliminary plat of 26 twinhome lots, 2) a conditional use permit for a shoreland impact plan within the Shoreland Overlay District of Lake Marion, and 3) vacation of public drainage and utility easements. The public hearing for the vacation of easements will take place at the February 3, 2025 City Council meeting.

This is the second phase of a preliminary plat of 54 twinhome lots, which was approved by the City Council on July 17, 2023. The final plat for the first phase of 34 twinhomes was approved July 15, 2024. The proposed 2nd Addition includes six additional twinhome lots from what was originally approved, triggering a new preliminary plat review. The preliminary plat plans have been reviewed by the Engineering Division and Park and Recreation Department staff. The proposed parcel consists of Outlot B, Antlers Ridge, which was mass graded following preliminary plat approval of Antlers Ridge.

EXHIBITS:

- A. Site Location Map
- B. Zoning Map
- C. Existing Conditions
- D. Preliminary Plat
- E. Preliminary Grading Plan
- F. Preliminary Utility Plans (2 pages)
- G. Preliminary Tree Preservation Plan (2 pages)
- H. Impervious Calcs
- I. Open Space
- J. Shoreland Calcs
- K. Phasing
- L. Ghost Plan of Marek Property
- M. Landscape Plan
- N. Easement Vacation

PLANNING ANALYSIS

Existing Conditions. The subject property, together with properties to the north, were at various times active gravel mining operations beginning approximately at the time Interstate 35 was constructed in the early 1960s. Mining on the subject property was evident in 1950 according to Dakota County aerial photos and remained active until approximately the late 1970s.

A large amount of structural fill material was imported to the site in the early 2000s for the purpose of site rehabilitation of the gravel mining grades in anticipation for future development of the property. Tamarack Land has received approval from the City of a grading permit to continue the import of additional fill material to finalize the grading to allow the site to develop with streets and city sewer. Following completion of the import and grading of the fill material, construction on the site would be allowed to commence following approval of a final plat.

Surrounding Zoning and Land Uses. The property is zoned RST-2, Single and Two Family Residential District. The proposed project is surrounded by the following existing or planned land uses:

- North – RM-2, Medium Density Residential District and RST-2, Single and Two Family Residential District (Ideal Rental)
- South – RST-2, Single and Two Family Residential District and PUD, Planned Unit Development District (Antlers Ridge and Terra Products)
- East – RST-2, Single and Two Family Residential District (Antlers Ridge first phase)
- West – RM-2, Medium Density Residential District (Marek Towing and Kenrick Avenue)

In addition to connecting to phase 1 of Antlers Ridge, the subject site is adjacent to Terra Products garden center to the south and to the west is Marek Towing, both of which abut Kenrick Avenue. The Terra Products site was developed for the garden center use in 1985 and is zoned PUD, Planned Unit Development. The Marek Towing building was constructed in the 1950s. The Marek Towing property was zoned commercial between 1969 and 1999 until the property was re-guided and rezoned to CC, Corporate Campus in 2000 and RM-2, Medium Density Residential in 2010. The use of the property has been considered legal, non-conforming since 1969.

Consistency with the Comprehensive Plan. Consistency with the Comprehensive Plan was reviewed with phase one of the Antlers Ridge development. The property is located in Planning District No. 4 of the 2040 Comprehensive Land Use Plan and is within the current Metropolitan Urban Service Area (MUSA). City municipal services, including sanitary sewer service, are available to serve the property. The west half of the property is guided for Medium/High Density Residential (5-9 units per acre) and the east half of the property is guided for Low/Medium Density Residential (4-5 units per acre) in the 2040 Comprehensive Plan. The proposed Antlers Ridge 2nd Addition preliminary plat meets the recommended goals and objectives outlined in Planning District No. 4 of the 2040 Comprehensive Plan.

Based on changing demographic characteristics of the community, the 2040 Comprehensive Plan encourages development of a variety of home styles. Inclusion of the proposed townhomes in the Antlers Ridge development provides a desirable land use transition from the single-family homes to the east of Antlers Ridge phase one and the attached townhomes to the south. The preliminary plat is consistent with the land use and housing policies of the 2040 Comprehensive Plan.

Consistency with the Capital Improvement Plan (CIP). The development costs associated with the Antlers Ridge 2nd Addition development are not programmed in the 2025-2029 CIP. City streets, sanitary sewer, and water utility improvements for the preliminary plat of Antlers Ridge 2nd Addition will be financed and constructed by the developer.

PRELIMINARY PLAT

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 Antlers Ridge 2nd Addition preliminary plat against these criteria finds that it is not a premature subdivision.

MUSA. The subject site is within the current Municipal Urban Service Area (MUSA). Sewer and water utilities are available to the subject site with adequate capacity to serve the proposed preliminary plat.

Lot Requirements.

The proposed lots shown on the preliminary plat have sufficient area to accommodate twinhomes. The RST-2 District requires at least 5,000 square feet per unit. The Antlers Ridge 2nd Addition preliminary plat has an average of 6,825 square feet per unit, which exceeds the per unit requirements of the RST-2 District.

Outlots. There are two outlots totaling 0.35 acres in the Antlers Ridge 2nd Addition preliminary plat. Both Outlot A (0.05 acres) and Outlot B (0.30 acres) will be conveyed by the Developer to the adjacent property owner, Marek Holdings LLC, for future development.

Density. The Antlers Ridge 2nd Addition preliminary plat consists of 26 twin home lots on 4.46 acres. This results in a gross density of 5.83 units per acre. Excluding the future development outlots, the overall net density is 6.33 units per acre.

Twinhome Setbacks. Section 11-57-15.B.2 and 3 of the Zoning Ordinance establishes the minimum setback requirements for twinhome dwellings within the RST-2 District shown in the table below. The preliminary plat plans comply with the setback requirements of the Zoning Ordinance.

Right of Way	20 feet 25 feet to garage face
Base Lot	30 feet
Wetland buffer	20 feet
Between Buildings	14 feet

Building Plans. The twinhome dwellings proposed for construction will be reviewed for compliance with Zoning Ordinance requirements in conjunction with the final plat and prior to issuance of building permits. The exterior materials and garage size must comply with the requirements of Section 11-57-19 of the Zoning Ordinance.

Access. The preliminary plat abuts Kenrick Avenue. The required right-of-way for Kenrick Avenue was dedicated with the Antlers Ridge final plat. Ingress and egress from the Antlers Ridge neighborhood is accessible from Kensfield Trail and 203rd Street.

Streets. The preliminary plat includes construction of 203rd Street, which will be a 32-foot-wide residential street constructed within a 60-foot-wide right-of-way that will end in a temporary cul-

de-sac. Barricades and a “Future Street Extension” sign must be placed at the west terminus of the street.

Sidewalks/Trails. A five-foot-wide concrete sidewalk will be constructed along the south side of 203rd Street, extending to the temporary cul-de-sac. When 203rd Street is extended to Kenrick Avenue in the future, the sidewalk would be extended as well.

Easements. Section 10-4-4.A of the Subdivision Ordinance requires dedication of drainage and utility easements at the perimeter of the development, abutting streets, and including any areas necessary as determined by the specific development. The preliminary plat indicates dedication of the required easements for all of the two-family dwelling lots. The need to oversize any easements for overland drainage or public utilities or any open space lot/outlot retained by the HOA is to be subject to review and approval of the City Engineer and will be included on the final plat.

The parent parcel, Outlot B, Antlers Ridge, includes a 10-foot-wide drainage and utility easement along the south and west property lines. A public hearing for the vacation of those easements will be held at the City Council meeting on February 3, 2025. If approved, these easements would be vacated in conjunction with the recording of the final plat. Any new easements, permanent or temporary, will be added at the time of final plat.

Utility Plan. The developer has submitted a sanitary sewer and water utility plan for the preliminary plat. All utility issues are subject to review and approval of the City Engineer and are described in the January 16, 2025, engineering report.

Grading and Erosion Control Plan. The developer has submitted plans for grading, drainage, erosion and sediment control with the preliminary plat and are addressed in the January 16, 2025, engineering report.

Landscaping. A landscape plan has been submitted for the Antlers Ridge 2nd Addition development, including landscaping around the foundations of the units. Landscaping is also proposed off-site as replacement trees due to grading on the Terra Products property near the southwest area of the preliminary plat. Written permission from Terra Products will be required prior to grading and installation of the landscaping on their property.

All landscaped areas, including common open space, must have an inground irrigation system with an automatic controller. With the final plat, the Developer must provide information that the landscaping meets the requirements of Section 11-57-19.G of the Zoning Ordinance for minimum landscape value based on project value including building construction, site

preparation, and site improvements. All landscaping shall be warranted for one year and guaranteed by financial security in the development contract at the time of final plat.

Park Dedication. The Parks, Trails, and Open Space Plan does not identify the need for park land within the Antlers Ridge 2nd Addition preliminary plat. The public park accessible to the Antlers Park neighborhood is located in the southeast quadrant of 205th Street and Kensington Boulevard. The developer shall submit cash in lieu of land at the time of final plat approval.

Satisfaction of the park dedication requirements is subject to the recommendation of the Parks, Recreation, and Natural Resources Committee at their January 22, 2025 meeting.

Tree Preservation Plan. A tree preservation plan was submitted with the preliminary plat of Antlers Ridge. The tree inventory identifies 888 significant trees with 322 save trees, or 36% of the total. Tree removal has been completed in conjunction with the site grading.

Wetlands. A wetland delineation was completed and submitted with the Antlers Ridge preliminary plat. The identified wetland was deeded to the City as part of the Antlers Ridge final plat.

Homeowners Association. Documents establishing a homeowner's association (HOA), in accordance with Section 11-57-17.B of the Zoning Ordinance, must be reviewed and approved by the City Attorney. Those documents, along with a deed conveying all common area lots to the HOA, must be recorded and proof of such submitted to Community Development staff prior to the release of building permits for the development.

Signs. No subdivision identification monument signs are proposed with the Antlers Ridge preliminary plat.

CONDITIONAL USE PERMIT

Shoreland Impact Plan. Antlers Ridge 2nd Addition preliminary plat is located within the Shoreland Overlay District of Lake Marion. Section 11-102-17 of the Zoning Ordinance requires the developer to submit a shoreland impact plan and a conditional use permit application to allow development within the shoreland overlay district. The shoreland impact plan includes requirements that the plans address steep slopes, erosion control, access to public utilities, stormwater management, and site development best management practices. The shoreland overlay district includes all land within 1,000 feet of the Lake Marion ordinary high water level (OHWL) of 983.1 feet. While none of the Antlers Park 2nd Addition twinhomes are proposed to be abutting the lake, the shoreland development requirements for environmental protections and impervious surface area apply to this development. Overall impervious surface area at full development of Antlers Ridge (1st and 2nd Addition) is projected to be 23.7%, which is in

compliance with the 25% maximum impervious surface area allowed for residential developments.

Community Development Department and Engineering Division staff have reviewed the Shoreland Impact Plan and have determined that Zoning Ordinance and Subdivision Ordinance requirements have been met. The Department of Natural Resources (DNR) was notified of the public hearing with the initial preliminary plat. The DNR responded with no comments.

Conditional use permits in the Shoreland Overlay District are subject to the procedures set forth in Chapter 4 of the Zoning Ordinance. Conditional use permit approval requires adoption and approval of findings of fact in consideration of the Shoreland Impact Plan. Evaluation criteria include thorough evaluation of the water body (Lake Marion) and the topographic, vegetation, and soils conditions on the site to ensure prevention of soil erosion, that visibility of structures and other facilities from the public water is limited, and that the site has adequate water supply and sanitary sewer service. Draft findings of fact are attached to this report.

RECOMMENDATION

The Antlers Ridge 2nd Addition preliminary plat is consistent with the land use and housing policies of the Comprehensive Plan and complies with the requirements of the Zoning Ordinance and Subdivision Ordinance. Findings of fact supporting the approval of the conditional use permit have been drafted for consideration by the Planning Commission. City staff recommends approval of the preliminary plat and conditional use permit subject to the following stipulations:

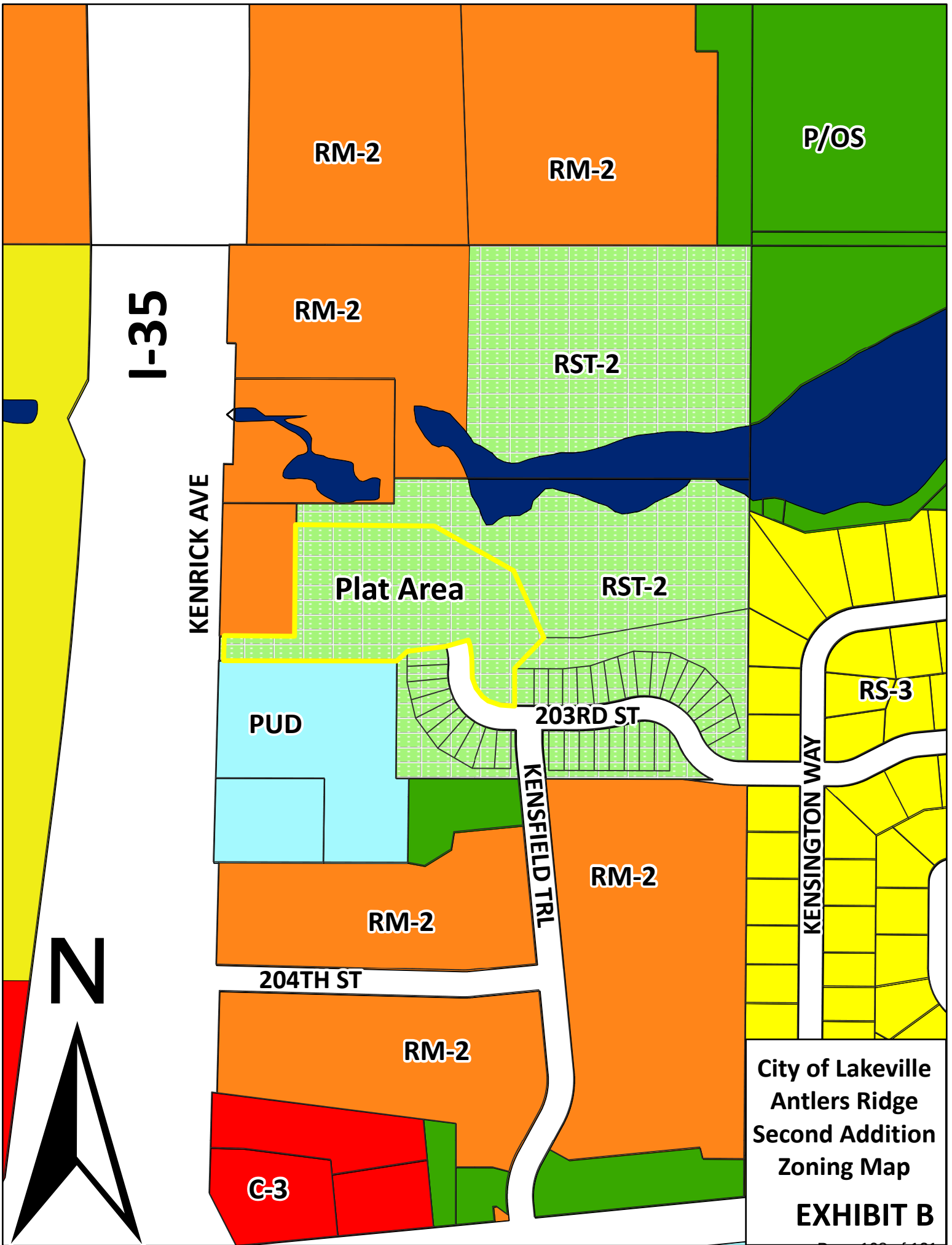
1. The site shall be developed in accordance with the plans approved by the City Council.
2. Five-foot-wide concrete sidewalks shall be constructed on the south side of 203rd Street.
3. Park dedication shall be subject to the recommendations of the Parks, Recreation, and Natural Resources Committee to be satisfied at the time of final plat.
4. A homeowner's association must be established for ownership and maintenance of Lot 19, Block 1 and Lot 9, Block 2.
5. HOA documents must be submitted for review and provide proof of recording of the HOA documents and deeds conveying the common area lots to the HOA, prior to building permits issued for the attached townhomes

6. Twinhomes must meet the exterior materials requirements of Section 11-57-19 of the Zoning Ordinance.
7. The developer must submit dimensioned floor plans for the detached townhome units to verify compliance with the minimum requirements for above grade floor area established by Section 11-17-13.D of the Zoning Ordinance.
8. The developer shall provide details to verify compliance with the landscape requirements of Section 11-57-19 of the Zoning Ordinance.
9. Implementation of the recommendations listed in the engineering report dated January 16, 2025 and any subsequent correspondence.



City of Lakeville
Antlers Ridge
Second Addition
PrePlat & CUP
Location Map

EXHIBIT A



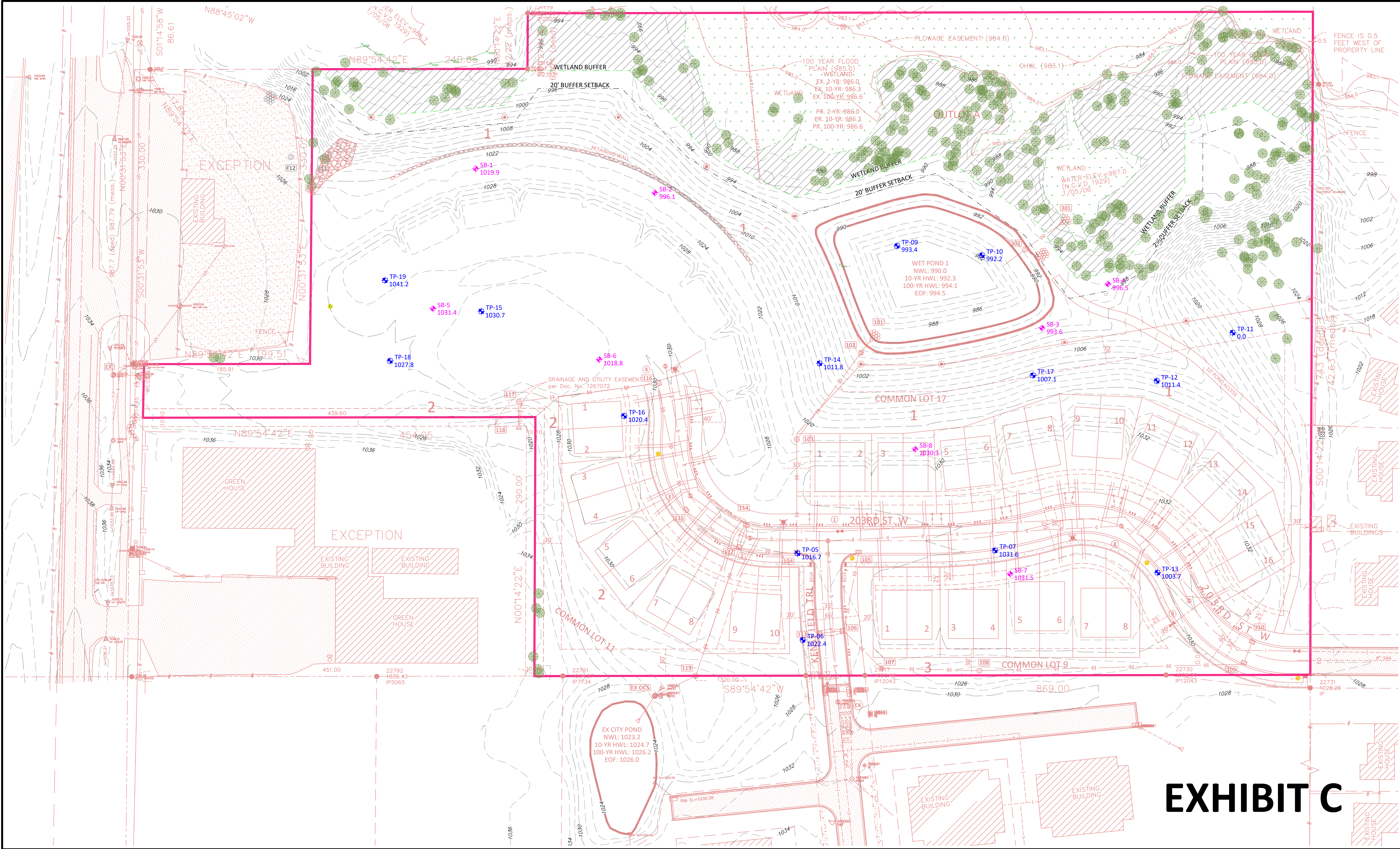
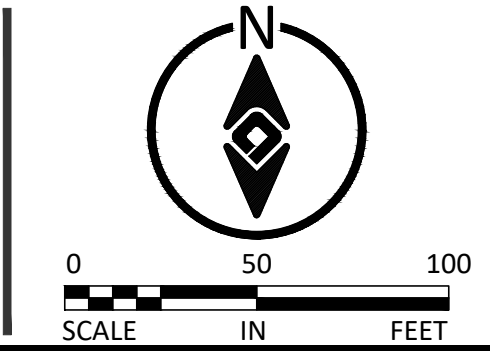


EXHIBIT C

SUBMITTALS & REVISIONS		
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01/08/25	NRH	REVISED PRE-PLAT PER CITY COMMENTS





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LAND SERVICES

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PRELIMINARY

Nathan R. Herman
LICENSE NO: 47982 DATE: XX/XX/XXXX

PROJECT #:
23001

DRAWN:
NRH

CHECKED:
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PLAN DATE:
10/29/2024

ANTLERS RIDGE 2ND ADDITION

LAKEVILLE, MN

TAMARACK DEVELOPMENT, LLC

EXISTING CONDITIONS

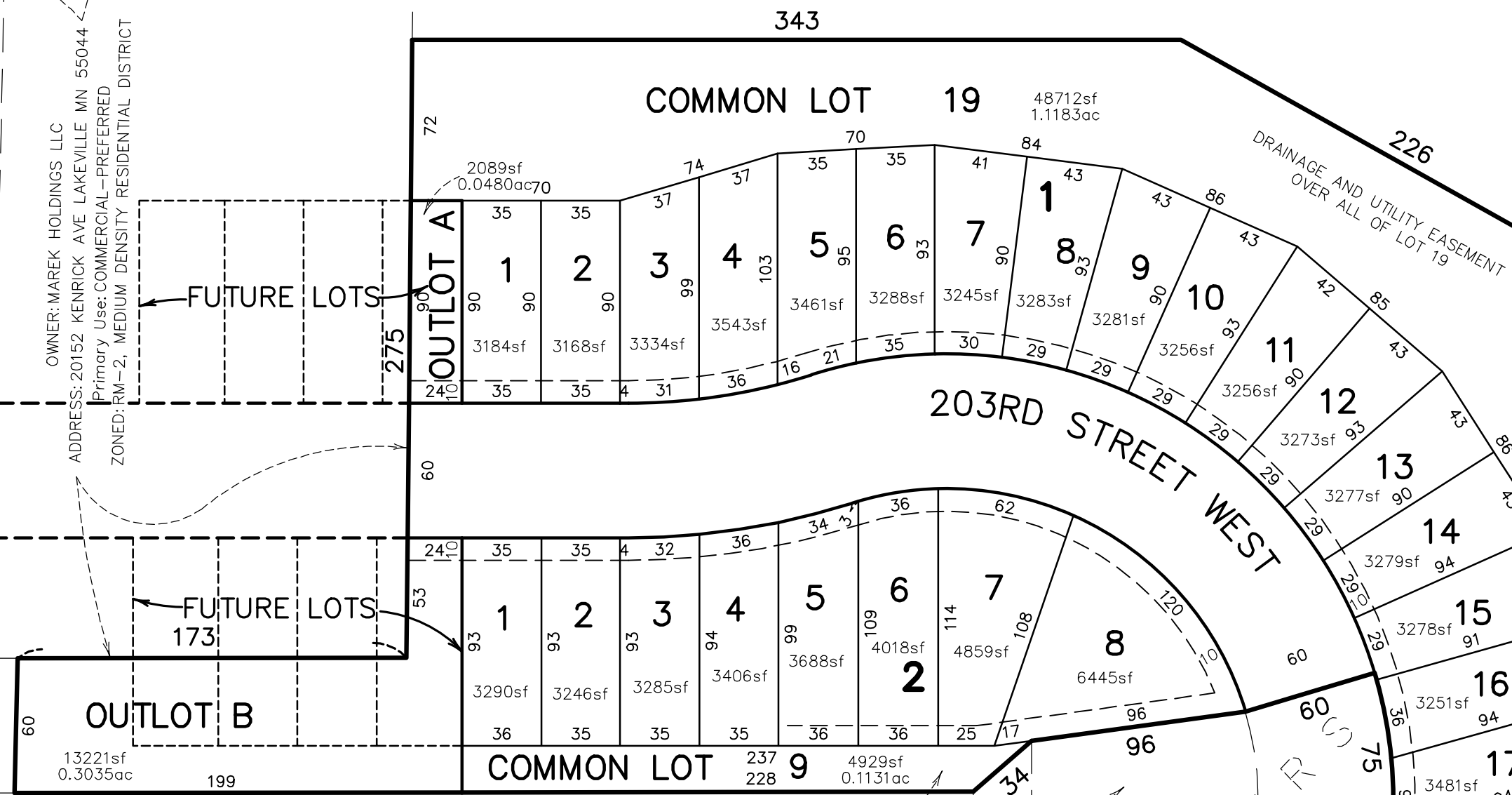
SHEET	PAGE #	REV.
C1.02	2	-

INTERSTATE 35

KENRICK AVENUE

OWNER: IDEAL RENTAL PROPERTIES LLC
ADDRESS: 14478 320TH ST NEW PRAGUE MN 56071
Primary Use: COMMERCIAL
ZONED: RM-2, MEDIUM DENSITY RESIDENTIAL DISTRICT

OWNER: MAREK HOLDINGS LLC
ADDRESS: 20152 KENRICK AVE LAKEVILLE MN 55044
Primary Use: COMMERCIAL-PREFERRED
ZONED: RM-2, MEDIUM DENSITY RESIDENTIAL DISTRICT



OWNER: SILVER PELLIZZER INC
ADDRESS: 1280 SYLVAN DALE RD MENDOTA HEIGHTS MN 55118
Primary Use: COMMERCIAL-PREFERRED
ZONED: PUD, PLANNED UNIT DEVELOPMENT DISTRICT

OWNER: TAMARACK LAND-LAKE MARION COMMONS LLC
ADDRESS: 712 VISTA BLVD STE 303 WACONIA MN 55387
Primary Use: RESIDENTIAL
ZONED: RST-1, SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT

OWNER: CITY OF LAKEVILLE
ADDRESS: 20195 HOLYOKE AVE LAKEVILLE MN 55044
Primary Use: RESIDENTIAL
ZONED: RST-1, SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT

OWNER: TAMARACK LAND-LAKE MARION COMMONS LLC
ADDRESS: 712 VISTA BLVD STE 303 WACONIA MN 55387
Primary Use: RESIDENTIAL
ZONED: RST-1, SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT

OWNER: TAMARACK LAND-LAKE MARION COMMONS LLC
ADDRESS: 712 VISTA BLVD STE 303 WACONIA MN 55387
Primary Use: RESIDENTIAL
ZONED: RST-1, SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT

OWNER: TAMARACK LAND-LAKE MARION COMMONS LLC
ADDRESS: 712 VISTA BLVD STE 303 WACONIA MN 55387
Primary Use: RESIDENTIAL
ZONED: RST-1, SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT

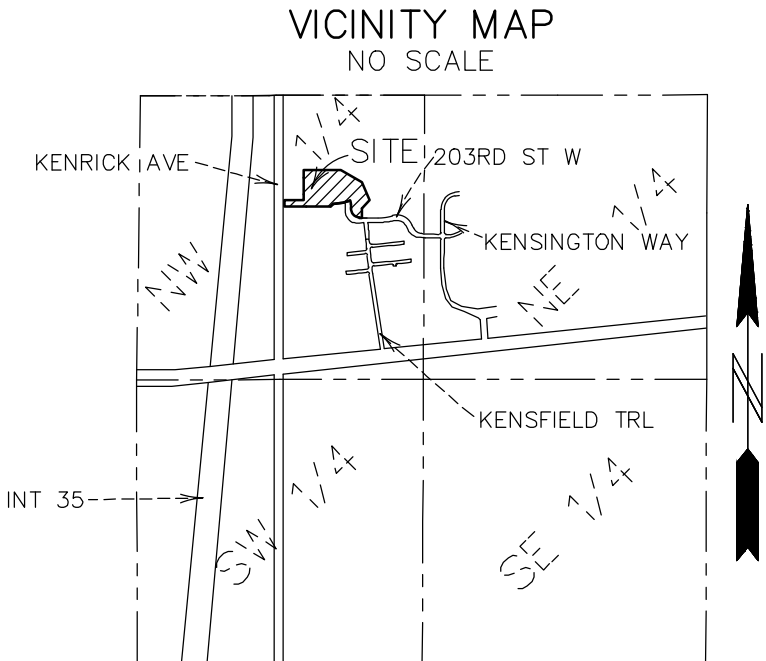
SULLIVAN'S FIRST
ADDITION TO
MARION HEIGHTS

ADDITION

SECOND

VILLAGE

MARION



SECTION 25, TWP. 114, RGE. 21
DAKOTA COUNTY, MINNESOTA

- * Ownership and addresses information per Dakota County GIS
- * Zoning information per the City of Lakeville Zoning map.

TOTAL GROSS AREA	4.46	ACRES
TOTAL LOT AREA	3.48	ACRES
NUMBER OF LOTS	28	
NUMBER OF OUTLOTS	2	
TOTAL OUTLOT AREA	0.35	ACRES
TOTAL RIGHT OF WAY AREA	0.63	ACRES
GROSS DENSITY (EXCLUDES OUTLOTS)	6.81	LOTS/ACRE
NET DENSITY (EXCLUDES OUTLOTS & R/W)	8.04	LOTS/ACRE

LEGAL DESCRIPTION FOR PRELIMINARY PURPOSES ONLY

Outlot B, ANTLERS RIDGE according to the recorded plat thereof, Dakota County, Minnesota.

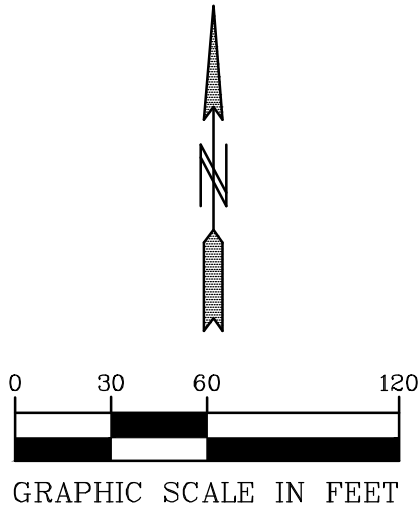


EXHIBIT D

00-SURV-123011-BASE 11-22-24.DWG

PIONEERengineering
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

3-16-2023

Revisions

1. 5/31/2023 Revisions per City Comments
2. 10/21/2024 Revised Preliminary Plat
3. 10/24/2024 Revised Preliminary Plat
4. 11/25/2024 Revised Preliminary Plat

Date

3-14-23

Designed

NH

Drawn

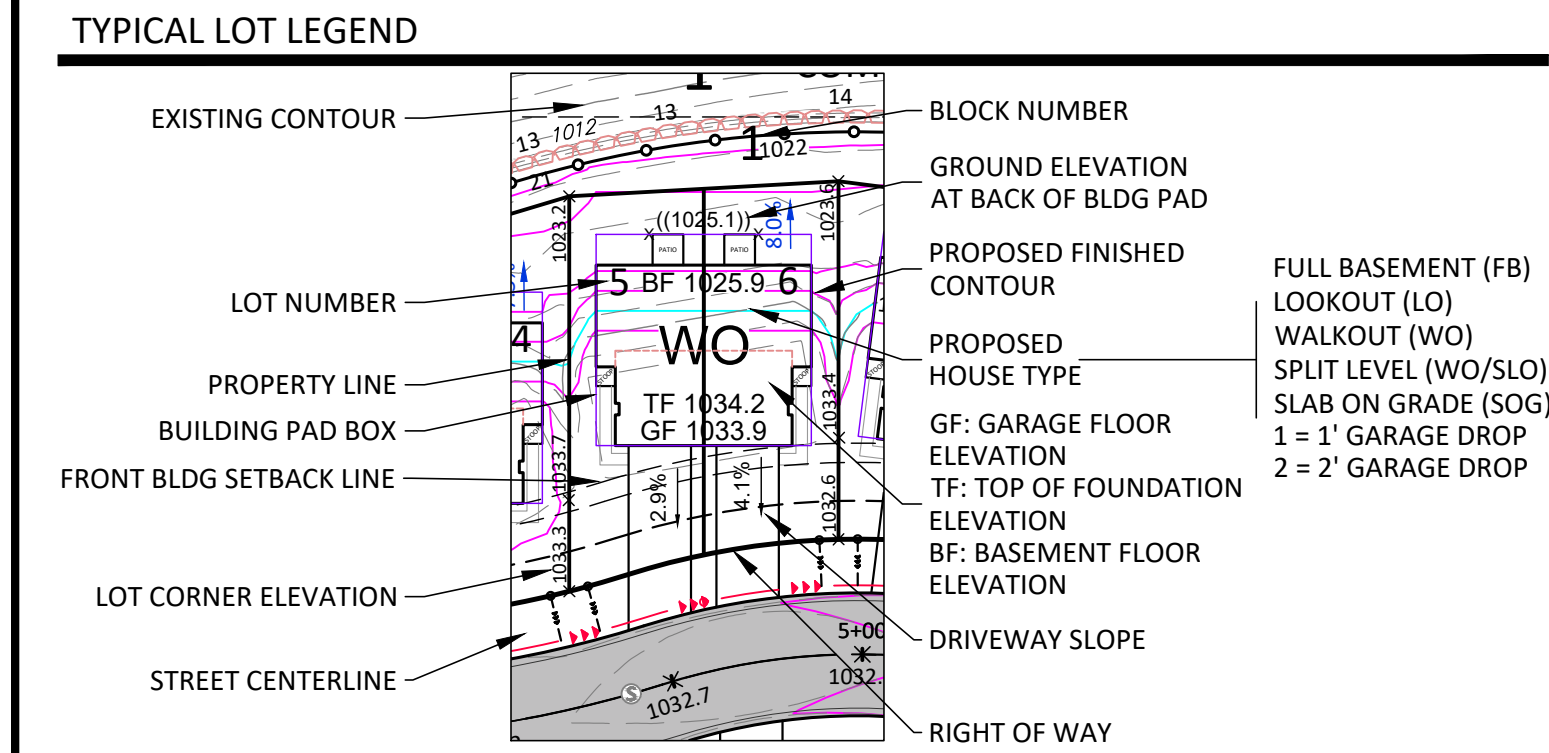
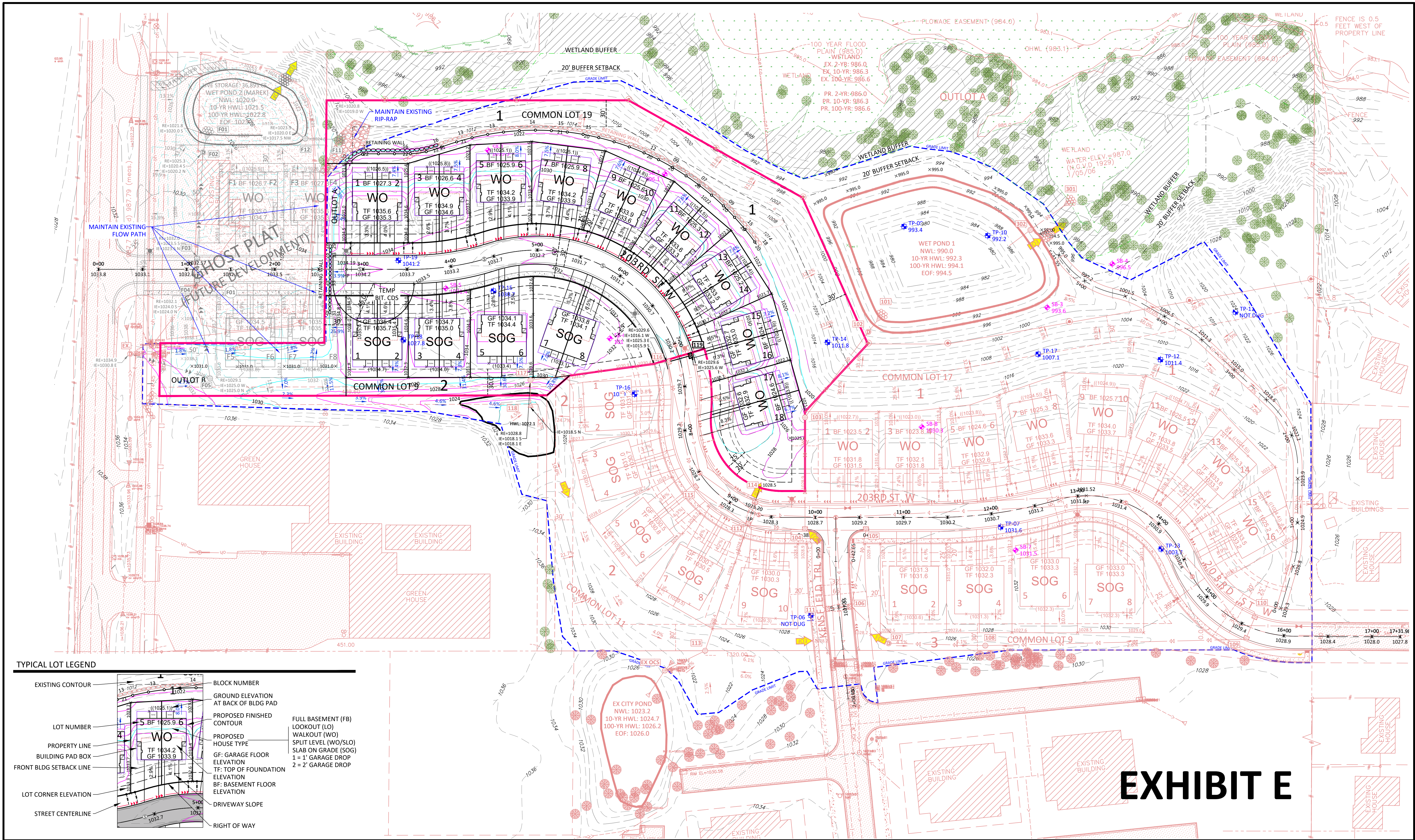
KSO/NJK

PRELIMINARY PLAT

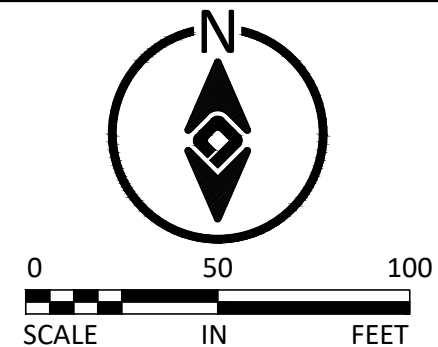
TAMARACK DEVELOPMENT, LLC
1536 BEACHCOMBER BLVD
WACONIA, MN 55387

ANTLERS RIDGE 2ND ADDITION
LAKEVILLE, MINNESOTA

C2.01



SUBMITTALS & REVISIONS		
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01/08/25	NRH	REVISED PRE-PLAT PER CITY COMMENTS



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PRELIMINARY

Nathan R. Herman
LICENSE NO: 47982 DATE: XX/XX/XXXX

PROJECT #:
23001

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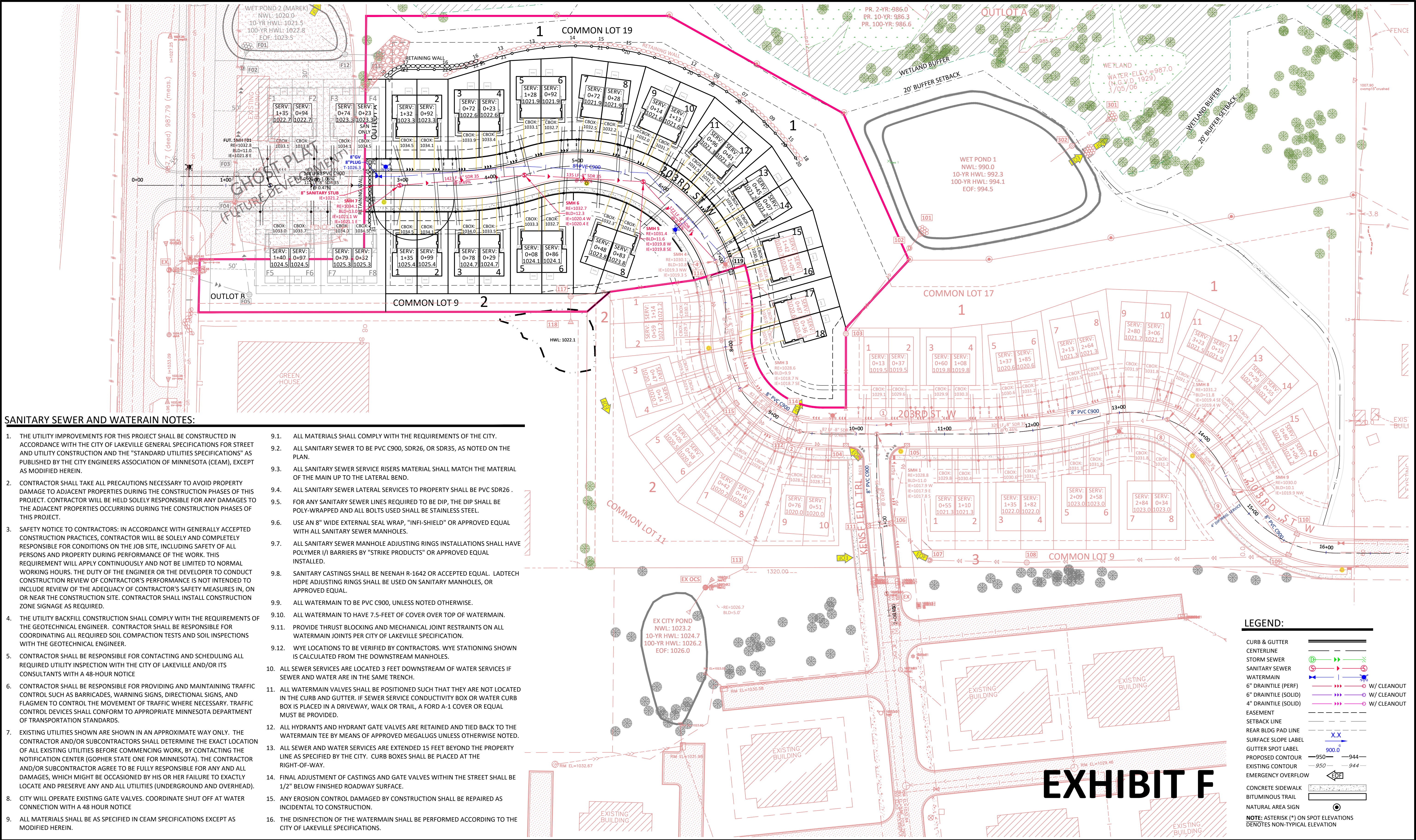
PLAN DATE:
10/29/2024

ANTLERS RIDGE 2ND ADDITION
LAKEVILLE, MN

TAMARACK DEVELOPMENT, LLC

**PRELIMINARY
GRADING PLAN**

SHEET	PAGE #	REV.
C3.02	5	-

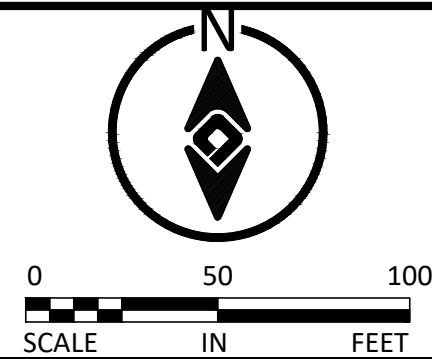


SANITARY SEWER AND WATERMAIN NOTES:

- THE UTILITY IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKEVILLE GENERAL SPECIFICATIONS FOR STREET AND UTILITY CONSTRUCTION AND THE "STANDARD UTILITIES SPECIFICATIONS" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), EXCEPT AS MODIFIED HEREIN.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE. CONTRACTOR SHALL INSTALL CONSTRUCTION ZONE SIGNAGE AS REQUIRED.
- THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL COMPACTION TESTS AND SOIL INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND SCHEDULING ALL REQUIRED UTILITY INSPECTION WITH THE CITY OF LAKEVILLE AND/OR ITS CONSULTANTS WITH A 48-HOUR NOTICE
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, AND FLAGMEN TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
- EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).
- CITY WILL OPERATE EXISTING GATE VALVES. COORDINATE SHUT OFF AT WATER CONNECTION WITH A 48 HOUR NOTICE
- ALL MATERIALS SHALL BE AS SPECIFIED IN CEAM SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
- ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
- ALL SANITARY SEWER TO BE PVC C900, SDR26, OR SDR35, AS NOTED ON THE PLAN.
- ALL SANITARY SEWER SERVICE RISERS MATERIAL SHALL MATCH THE MATERIAL OF THE MAIN UP TO THE LATERAL BEND.
- ALL SANITARY SEWER LATERAL SERVICES TO PROPERTY SHALL BE PVC SDR26.
- FOR ANY SANITARY SEWER LINES REQUIRED TO BE DIP, THE DIP SHALL BE POLY-WRAPPED AND ALL BOLTS USED SHALL BE STAINLESS STEEL.
- USE AN 8" WIDE EXTERNAL SEAL WRAP, "INFI-SHIELD" OR APPROVED EQUAL WITH ALL SANITARY SEWER MANHOLES.
- ALL SANITARY SEWER MANHOLE ADJUSTING RINGS INSTALLATIONS SHALL HAVE POLYMER I/I BARRIERS BY "STRIKE PRODUCTS" OR APPROVED EQUAL INSTALLED.
- SANITARY CASTINGS SHALL BE NEENAH R-1642 OR ACCEPTED EQUAL. LADTECH HDPE ADJUSTING RINGS SHALL BE USED ON SANITARY MANHOLES, OR APPROVED EQUAL.
- ALL WATERMAIN TO BE PVC C900, UNLESS NOTED OTHERWISE.
- ALL WATERMAIN TO HAVE 7.5-FEET OF COVER OVER TOP OF WATERMAIN.
- PROVIDE THRUST BLOCKING AND MECHANICAL JOINT RESTRAINTS ON ALL WATERMAIN JOINTS PER CITY OF LAKEVILLE SPECIFICATION.
- WYE LOCATIONS TO BE VERIFIED BY CONTRACTORS. WYE STATIONING SHOWN IS CALCULATED FROM THE DOWNSTREAM MANHOLES.
- ALL SEWER SERVICES ARE LOCATED 3 FEET DOWNSTREAM OF WATER SERVICES IF SEWER AND WATER ARE IN THE SAME TRENCH.
- ALL WATERMAIN VALVES SHALL BE POSITIONED SUCH THAT THEY ARE NOT LOCATED IN THE CURB AND GUTTER. IF SEWER SERVICE CONDUCTIVITY BOX OR WATER CURB BOX IS PLACED IN A DRIVEWAY, WALK OR TRAIL, A FORD A-1 COVER OR EQUAL MUST BE PROVIDED.
- ALL HYDRANTS AND HYDRANT GATE VALVES ARE RETAINED AND TIED BACK TO THE WATERMAIN TEE BY MEANS OF APPROVED MEGALUGS UNLESS OTHERWISE NOTED.
- ALL SEWER AND WATER SERVICES ARE EXTENDED 15 FEET BEYOND THE PROPERTY LINE AS SPECIFIED BY THE CITY. CURB BOXES SHALL BE PLACED AT THE RIGHT-OF-WAY.
- FINAL ADJUSTMENT OF CASTINGS AND GATE VALVES WITHIN THE STREET SHALL BE 1/2" BELOW FINISHED ROADWAY SURFACE.
- ANY EROSION CONTROL DAMAGED BY CONSTRUCTION SHALL BE REPAIRED AS INCIDENTAL TO CONSTRUCTION.
- THE DISINFECTION OF THE WATERMAIN SHALL BE PERFORMED ACCORDING TO THE CITY OF LAKEVILLE SPECIFICATIONS.

SUBMITTALS & REVISIONS

Rev.	Date	By	Description
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01/08/25	NRH	REVISED PRE-PLAT PER CITY COMMENTS	



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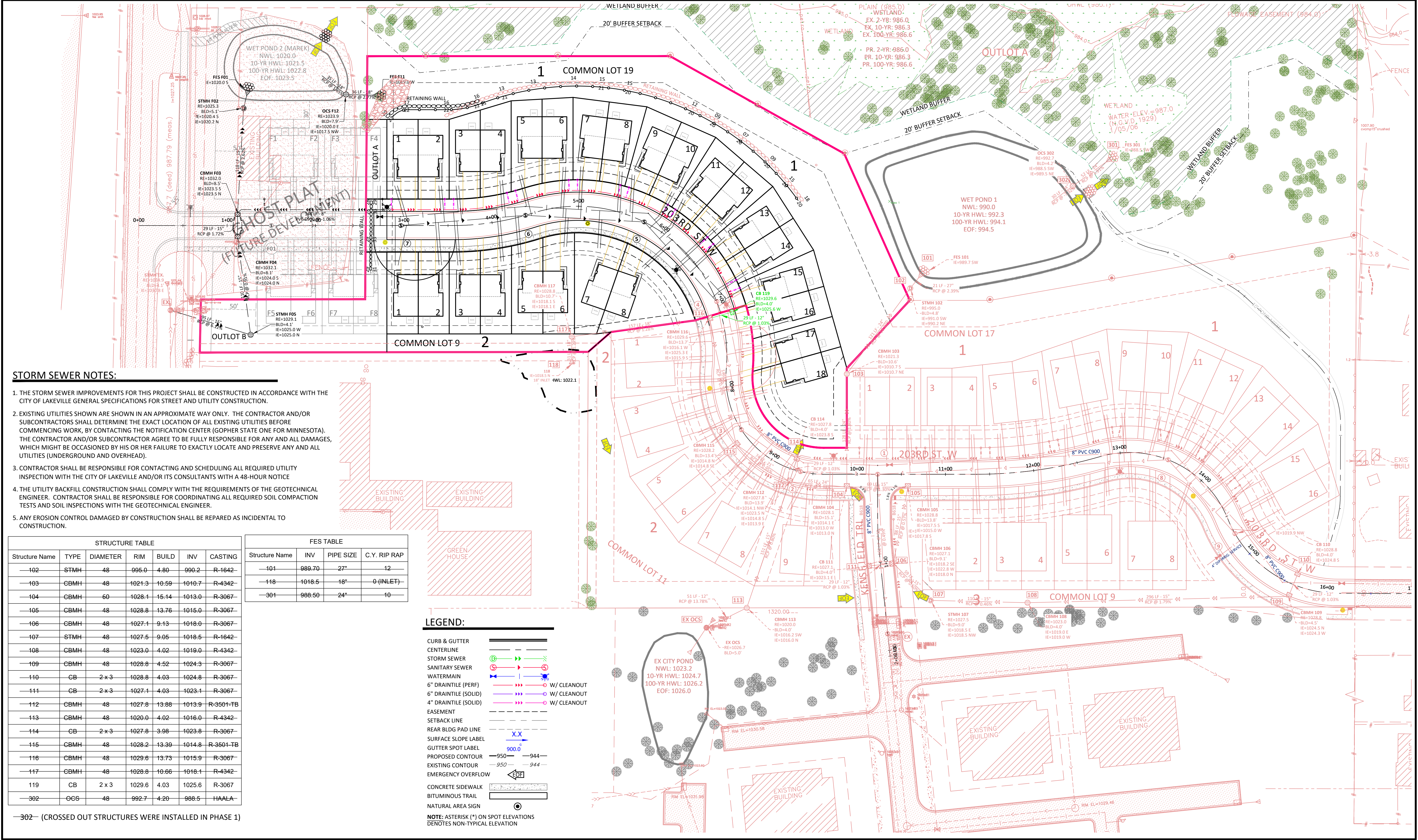
Nathan R. Herman
PRELIMINARY
Nathan R. Herman
LICENSE NO: 47982 DATE: XX/XX/XXXX

PROJECT #:
23001
DRAWN:
NRH
CHECKED:
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PLAN DATE:
10/29/2024

ANTLERS RIDGE 2ND ADDITION
LAKEVILLE, MN
TAMARACK DEVELOPMENT, LLC

**PRELIMINARY UTILITY
SANITARY SEWER &
WATERMAIN PLAN**

SHEET	PAGE #	REV.
C5.01	8	-



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ANTLERS RIDGE 2ND ADDITION

LAKEVILLE, MN

TAMARACK DEVELOPMENT, LLC

PRELIMINARY UTILITY

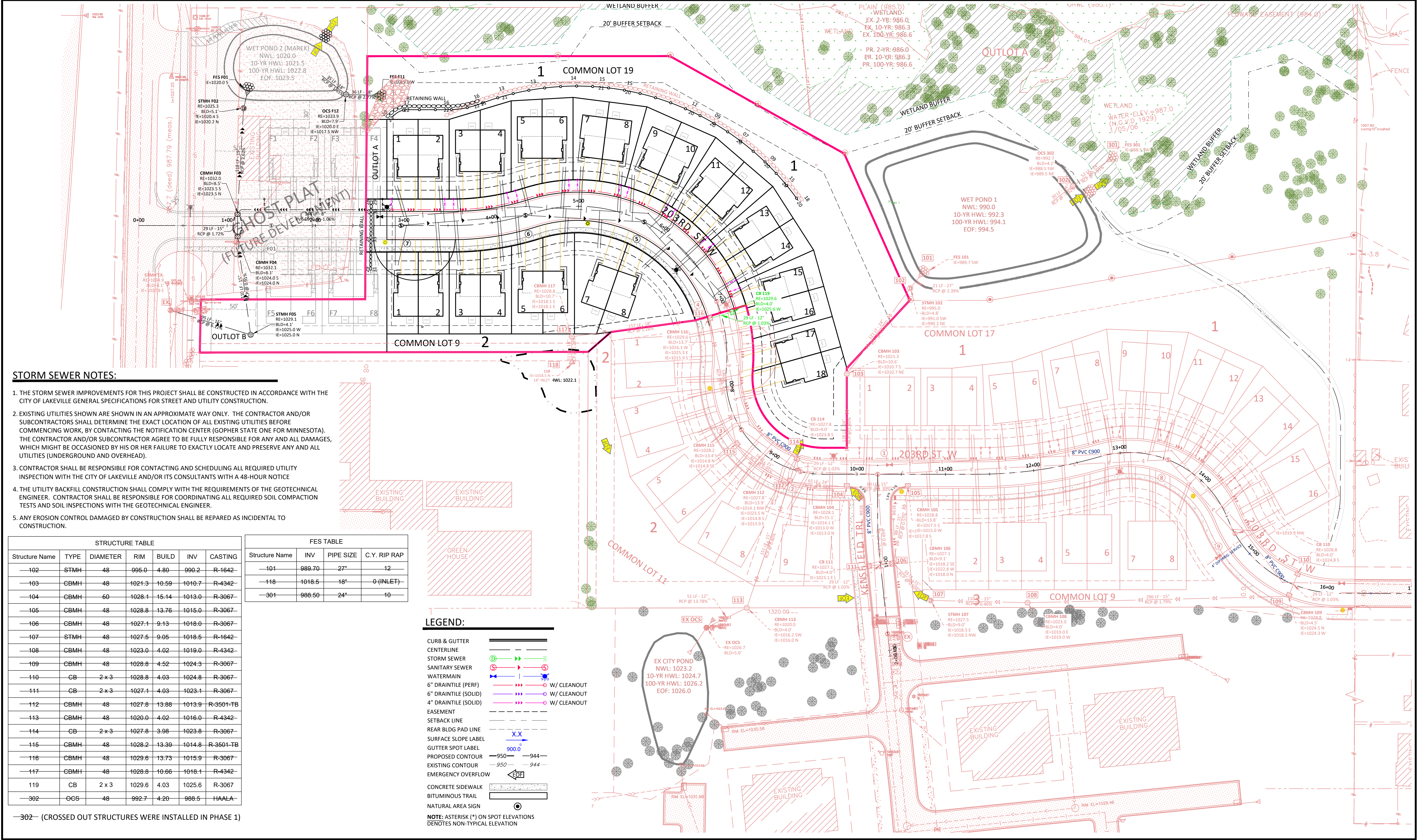
STORM SEWER PLAN

SHEET
C5.02

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9

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SUBMITTALS & REVISIONS

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ANTLERS RIDGE 2ND ADDITION

LAKEVILLE, MN

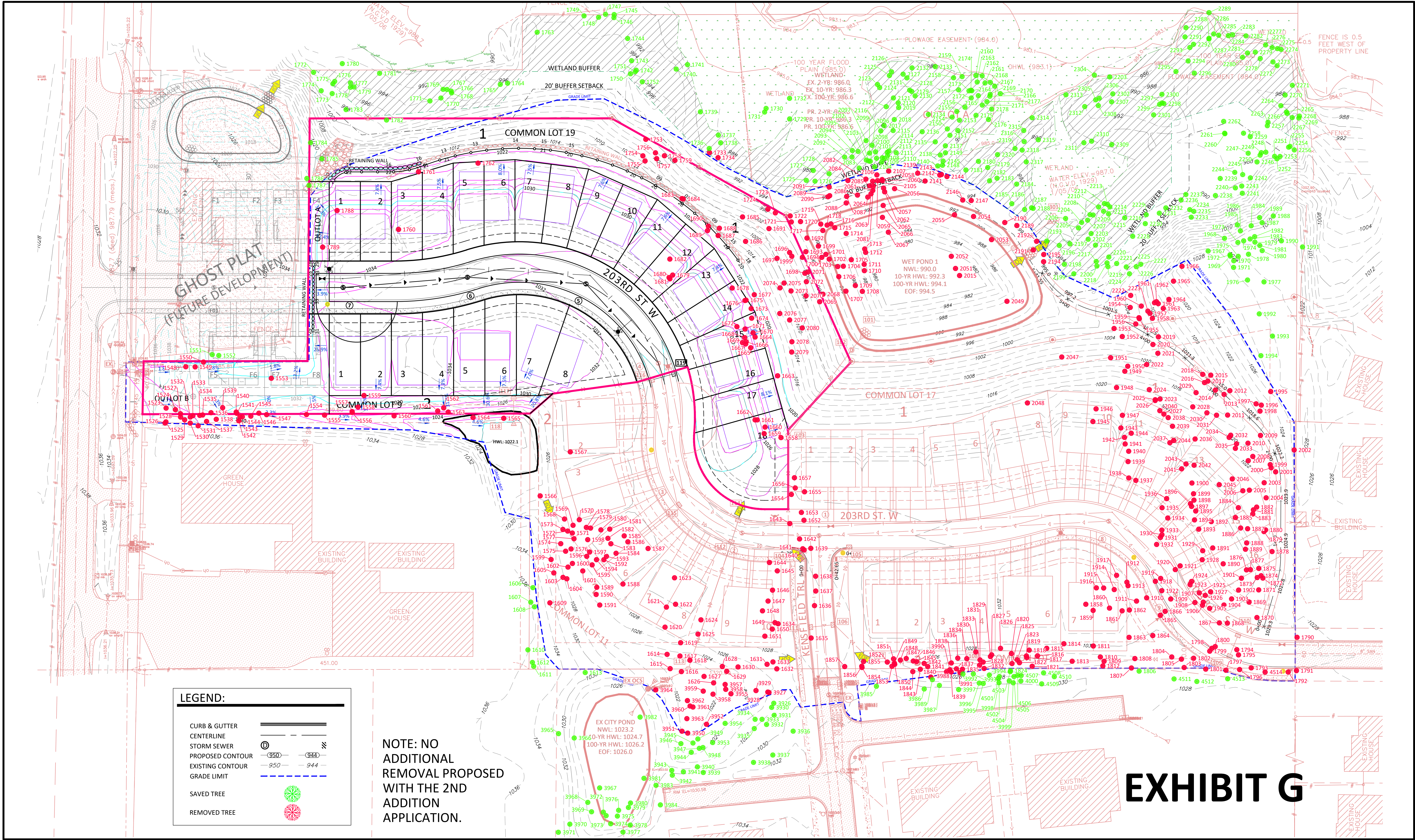
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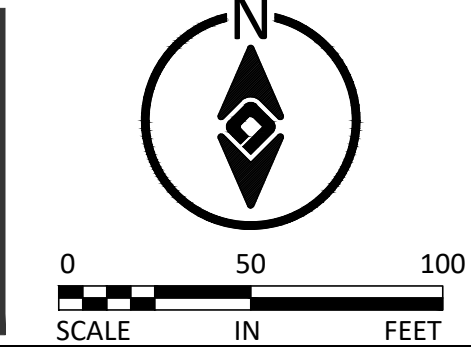
PAGE #
9

REV.
-

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SUBMITTALS & REVISIONS		
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ANTLERS RIDGE 2ND ADDITION
LAKEVILLE, MN
TAMARACK DEVELOPMENT, LLC

**PRELIMINARY TREE
PRESERVATION PLAN**

SHEET	PAGE #	REV.
C6.01	10	-

TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE	TAG NO.	DBH	TYPE
1523	9	Box Elder	1623	17	Box Elder	1724	7	Box Elder	1825	6	Red Pine	1925	7	Siberian Elm	2019	9	Green Ash	2123	7	Cottonwood	2223	25	Cottonwood	3928	6	Box Elder															
1524	6,6	Box Elder	1624	14,8	Box Elder	1725	19	Willow	1826	8	Red Pine	1926	13	Cottonwood	2020	6	Green Ash	2124	20	Cottonwood	2224	7	Siberian Elm	3929	17	Siberian Elm															
1525	9	Box Elder	1625	6	Box Elder	1726	6	Box Elder	1827	8	Red Pine	1927	28	Cottonwood	2021	6	Siberian Elm	2125	21	Cottonwood	2225	12	Siberian Elm	3930	6	Black Cherry															
1526	8	Box Elder	1626	36	Cottonwood	1727	27	Cottonwood	1828	9	Siberian Elm	1928	10	Box Elder	2022	8	Siberian Elm	2126	11	American Elm	2226	9	Siberian Elm	3931	7	Box Elder															
1527	11	Box Elder	1627	13	Black Cherry	1728	25	Cottonwood	1829	7	Red Pine	1929	6	Box Elder	2023	9	Green Ash	2127	20,20,14	Cottonwood	2227	9	Siberian Elm	3932	9	Box Elder															
1528	8	Box Elder	1628	7	Black Walnut	1729	30,16	Cottonwood	1830	8	Red Pine	1930	9	Siberian Elm	2024	8	Green Ash	2128	18	Cottonwood	2228	6	Siberian Elm	3933	6	Box Elder															
1529	10	Box Elder	1629	8	Box Elder	1730	28	Cottonwood	1831	6	Red Pine	1931	10	Siberian Elm	2025	10	Green Ash	2129	25	Cottonwood	2229	10	Siberian Elm	3934	9	Black Cherry															
1530	8	Box Elder	1630	14	Black Walnut	1731	22	Willow	1832	6	Red Pine	1932	9	Siberian Elm	2026	9	Green Ash	2130	15	Cottonwood	2230	6	Butternut	3935	10	Box Elder															
1531	6	Box Elder	1631	7	American Elm	1732	8	Green Ash	1833	6	Red Pine	1933	6	Siberian Elm	2027	8	Green Ash	2131	18	Cottonwood	2231	11	Siberian Elm	3936	10	Siberian Elm															
1532	6	Box Elder	1632	8	Black Walnut	1733	60	Cottonwood	1834	10	Scotch Pine	1934	9	Siberian Elm	2028	11	Siberian Elm	2132	9	Green Ash	2232	9	Siberian Elm	3937	11	Black Cherry															
1533	6	Box Elder	1633	28,25	Cottonwood	1734	22	Willow	1835	12	Scotch Pine	1935	9	Siberian Elm	2029	6	Siberian Elm	2133	23	Cottonwood	2233	8	Siberian Elm	3938	24	Siberian Elm															
1534	10	Box Elder	1634	7	American Elm	1736	65	Cottonwood	1836	6	Red Pine	1936	8	Siberian Elm	2030	9	Black Walnut	2134	10	Black Locust	2234	7	Siberian Elm	3939	13	Siberian Elm															
1535	9	Box Elder	1635	14	Siberian Elm	1737	27	Cottonwood	1837	6	Red Pine	1937	8	Siberian Elm	2031	8	Green Ash	2135	26,9	Cottonwood	2235	8	Siberian Elm	3940	6	Siberian Elm															
1536	7	Box Elder	1636	23,19	Cottonwood	1738	9	American Elm	1838	8	Red Pine	1938	9	Cottonwood	2032	20	Cottonwood	2136	13,6	Siberian Elm	2236	7	Black Walnut	3941	6	Siberian Elm															
1537	9	Box Elder	1637	17	Cottonwood	1739	30	Cottonwood	1839	9,7	White Pine	1939	6	Siberian Elm	2033	9,7	Cottonwood	2137	9	Cottonwood	2237	6	Siberian Elm	3942	6,6	Siberian Elm															
1538	10	Box Elder	1638	10,10	Siberian Elm	1740	14	American Elm	1840	15,13	Cottonwood	1940	9,7	Siberian Elm	2034	8	Green Ash	2138	20	Cottonwood	2238	8	Siberian Elm	3943	7	Siberian Elm															
1539	9	Box Elder	1639	9	Siberian Elm	1741	9	Black Cherry	1841	8	Red Pine	1941	7	Cottonwood	2035	8	Green Ash	2139	6	Siberian Elm	2239	7	Siberian Elm	3944	8	Box Elder															
1540	7	Box Elder	1640	15	Siberian Elm	1742	6	Box Elder	1842	7	Red Pine	1942	6	Siberian Elm	2036	16	Siberian Elm	2140	22	Cottonwood	2240	13	Siberian Elm	3945	7	Box Elder															
1541	8	Box Elder	1641	9	Siberian Elm	1743	7	Box Elder	1843	8	Red Pine	1943	8	Black Locust	2037	23	Cottonwood	2141	10	Siberian Elm	2241	19	Siberian Elm	3946	11,9	Box Elder															
1542	6	Box Elder	1642	9	Siberian Elm	1744	8	Green Ash	1844	11	White Pine	1944	7	Siberian Elm	2038	11	Box Elder	2142	9	Siberian Elm	2242	11	Siberian Elm	3947	12	Box Elder															
1543	8	Box Elder	1643	8	Siberian Elm	1745	7	Black Walnut	1845	6	Red Pine	1945	8	Siberian Elm	2039	9	Box Elder	2143	8	Box Elder	2243	14	Siberian Elm	3948	8	Box Elder															
1544	6	Box Elder	1644	9	Box Elder	1746	10	Black Walnut	1846	8	Red Pine	1946	8	Siberian Elm	2040	17,9	Silver Maple	2144	10	Box Elder	2244	6	Siberian Elm	3949	7	Box Elder															
1545	8	Box Elder	1645	6	Quaking Aspen	1747	8	Black Walnut	1847	6	Red Pine	1947	8	Cottonwood	2041	7	Cottonwood	2145	26	Cottonwood	2245	10	Siberian Elm	3950	10,9	Box Elder															
1546	7	Box Elder	1646	9	Box Elder	1748	7	Black Walnut	1848	6	Red Pine	1948	10	Siberian Elm	2042	14	Cottonwood	2146	6	Siberian Elm	2246	10	Siberian Elm	3951	9	Box Elder															
1547	6	Box Elder	1647	6	American Elm	1749	7	Black Walnut	1849	9	Siberian Elm	1949	8,6	Green Ash	2043	15	Cottonwood	2147	25	Box Elder	2247	12	Siberian Elm	3952	11	Box Elder															
1548	16	Siberian Elm	1648	6	Quaking Aspen	1750	7	Box Elder	1850	6	Red Pine	1950	6	Green Ash	2044	14	Cottonwood	2148	9	Siberian Elm	2248	8	Siberian Elm	3953	9	Box Elder															
1549	8	Green Ash	1649	9	American Elm	1751	6	Box Elder	1851	6	Red Pine	1951	6,6	Apple	2045	31,30,10,7	Cottonwood	2149	8	Box Elder	2249	6	Siberian Elm	3954	23	Siberian Elm															
1550	15,12	Siberian Elm	1650	6	Box Elder	1752	9	Box Elder	1852	6	Red Pine	1952	8	Red Cedar	2046	6	Box Elder	2150	19	Cottonwood	2250	12	Siberian Elm	3955	21	Cottonwood															
1551	10,6	Cottonwood	1651	6	Box Elder	1753	19	Siberian Elm	1853	6	Red Pine	1953	6	Green Ash	2047	7	Cottonwood	2151	19	Cottonwood	2251	11	Siberian Elm	3957	23	Cottonwood															
1552	9,9,9,8,8	Cottonwood	1652	16	Siberian Elm	1754	7	American Elm	1854	6	Red Oak	1954	12	Siberian Elm	2048	6	Box Elder	2152	19	Cottonwood	2252	15	Siberian Elm	3958	10	Box Elder															
1553	6	Siberian Elm	1653	8	Siberian Elm	1755	12	Box Elder	1855	11	Red Pine	1955	6	Siberian Elm	2049	9	Willow	2153	17	Cottonwood	2253	6	Siberian Elm	3958	24,24	Cottonwood															
1554	7	Quaking Aspen	1654	12	Siberian Elm	1756	10	Box Elder	1856	12	Red Pine	1956	6	Red Pine	2051	7	Siberian Elm	2154	15	Cottonwood	2254	6	Siberian Elm	3959	7,6	Box Elder															
1555	7	Quaking Aspen	1655	10	Siberian Elm	1757	8	Box Elder	1857	7,6	Box Elder	1957	6	Siberian Elm	2052	9	Siberian Elm	2155	19	Cottonwood	2255	7	Siberian Elm	3960	11,11	Box Elder															
1556	6	Quaking Aspen	1656	6	Siberian Elm	1758	8	Box Elder	1858	10	Hackberry	1958	6	Green Ash	2053	12	Willow	2156	24	Cottonwood	2256	7	Siberian Elm	3961	6	Box Elder															
1557	7	Quaking Aspen	1657	17	Siberian Elm	1759	9	Box Elder	1859	12	Green Ash	1959	15,15	Siberian Elm	2054	6	Siberian Elm	2157	20,18,15	Cottonwood	2257	7	Siberian Elm	3962	10	Box Elder															
1558	6	Quaking Aspen	1658	15	Box Elder	1760	6	Siberian Elm	1860	8	Green Ash	1960	8	Siberian Elm	2055	6	Siberian Elm	2158	16	Cottonwood	2258	7	Siberian Elm	3963	6	Box Elder															
1559	6	Box Elder	1659	10	Box Elder	1761	7	Cottonwood	1861	10	Box Elder	1961	19	Siberian Elm	2056	7,7	Siberian Elm	2159	20	Cottonwood	2259	9	Siberian Elm	3964	7	Siberian Elm															
1560	10,7	Siberian Elm	1660	9	Box Elder	1762	9	Siberian Elm	1862	6	Green Ash	1962	10	Black Walnut	2057	9	Cottonwood	2160	11	Cottonwood	2260	6	Siberian Elm	3965	9	Black Cherry															
1561	8	Box Elder	1661	15	Box Elder	1763	12,8,7	Apple	1863	11	Siberian Elm	1962	19	Siberian Elm	2058	12	Cottonwood	2161	12	Cottonwood	2261	6	Siberian Elm	3966	6	Siberian Elm															
1562	6	Box Elder	1662	9	Box Elder	1764	6	Box Elder	1864	6	Siberian Elm	1963	8	Red Oak	2059	7	Cottonwood	2162	11	American Elm	2262	6	Siberian Elm	3967	9,7	Willow															
1563	7	Box Elder	1663	13	Red Cedar	1765	8	Box Elder	1865	14,14	Cottonwood	1964	7	Scotch Pine	2060	6	Cottonwood	2163	6	Cottonwood	2263	9	Siberian Elm	3968	7	Siberian Elm															
1564	9	Quaking Aspen	1664	6	Bur Oak	1766	19	Cottonwood	1866	25	Cottonwood	1965	6	Red Pine	2061	8	Cottonwood	2164	16	Cottonwood	2264	6	Siberian Elm	3969	7	Siberian Elm															
1565	11	Siberian Elm	1665	13,6	Bur Oak	1767	8	Cottonwood	1867	8	Siberian Elm	1966	15	Green Ash	2062	6	American Elm	2165	8	Cottonwood	2265	11	Siberian Elm	3970	6	Siberian Elm															
1566	8	Box Elder	1666	14	Bur Oak	1768	16	Cottonwood	1868	10	Siberian Elm	1967	9	Green Ash	2063	9	Cottonwood	2166	11	Cottonwood	2266	11	Siberian Elm	3971	13	Siberian Elm															
1567	6	Siberian Elm	1667	7	Box Elder	1769	8	Cottonwood	1869	11,11,9	Green Ash	1968	7	Siberian Elm	2064	7	American Elm	2167	14	Cottonwood	2267	8	Siberian Elm	3972	10	Willow															
1568	14	American Elm	1668	6	Bur Oak	1770	8	Cottonwood	1870	6	Siberian Elm	1969	10	Siberian Elm	2065	6	Black Walnut	2168	10	Cottonwood	2268	8	Siberian Elm	3973	12,11	Willow															
1569	8	Quaking Aspen	1669	9	Bur Oak	1771	39	Cottonwood	1871	6	Siberian Elm	1970	8	Black Walnut	2066	11	Cottonwood	2169	11	Cottonwood	2269	9	Siberian Elm	3974	8,8	Siberian Elm															
1570	8	American Elm	1670	12	Bur Oak	1772	17	Siberian Elm	1872	7	Siberian Elm	1971	7	Black Walnut	2067	15	Siberian Elm	2170	10	Cottonwood	2270	10	Siberian Elm	3975	7	Willow															
1571	6	Quaking Aspen	1671	8	Bur Oak	1773	21	Cottonwood	1873	8	Box Elder	1972	7	Black Walnut	2068	25	Cottonwood	2171	18	Cottonwood	2271	9	Black Walnut	3976	7	Willow															
1572	6	Quaking Aspen	1672	10	Bur Oak	1774	12	Cottonwood	1874	9	Siberian Elm	1973	6	Black Walnut	2069	9	Box Elder	2172	13	Cottonwood	2272	12	Black Walnut	3977	8	Box Elder															
1573	6	Quaking Aspen	1673	13	Bur Oak	1775	11	Siberian Elm	1875	9	American Elm	1974	9	Box Elder	2070	15	Box Elder	2173	18	Cottonwood	2273	8	Black Walnut	3978	7	Box Elder															
1574	6	Quaking Aspen	1674	17	Bur Oak	1776	12	Siberian Elm	1876	6	Sugar Maple	1975	17	Siberian Elm	2071	32	Cottonwood	2174	17	Cottonwood	2274	9	Black Walnut	3979	9	Willow															
1575	10	Quaking Aspen	1675	6	Bur Oak	1777	8,8	Siberian Elm	1877	9	Green Ash	1976	22	Siberian Elm	2072	7	Box Elder	2175	7	American Elm	2275	8	Black Walnut	3980	9,7,6	Willow															
1576	8	Quaking Aspen	1676	14	Bur Oak	1778	8,7	Siberian Elm	1878	6	Siberian Elm	1977	24,23	Siberian Elm	2073	12	Box Elder	2176	10	American Elm	2276	7	Black Walnut	3981	11	Cottonwood															
1577	8	Quaking Aspen	1677	6	Bur Oak	1779	17	Siberian Elm	1879	6	Siberian Elm	1978	9	Siberian Elm	2074	13	Black Cherry	2177	6	Black Locust	2277	6	Quaking Aspen	3982	8	Willow															
1578	7	Quaking Aspen	1678	25	Bur Oak	1780	12	Siberian Elm	1880	7	Siberian Elm	1979	19	Siberian Elm	2075	10	Bur Oak	2178	10	Black Locust	2278	6	Quaking Aspen	3983	6	Siberian Elm															
1579	8	Quaking Aspen	1679	7	Cottonwood	1781	9	Siberian Elm	1881	7	Sugar Maple	1980	17	Siberian Elm	2076	15	Bur Oak	2179	44	Cottonwood	2279	6	Quaking Aspen	3984	7	Siberian Elm															
1580	6	American Elm	1680	8	Cottonwood	1782																																			



Memorandum

To: Heather Botten, Senior Planner

From: Alanna Sobottka, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager

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

Date: January 16, 2025

Subject: Antlers Ridge 2nd Addition

- Preliminary Plat Review
- Preliminary Grading and Erosion Control Plan Review
- Preliminary Landscaping Plan Review
- Preliminary Utility Plan Review

BACKGROUND

Tamarack Development Lake Marion Commons, LLC representatives have submitted a preliminary plat named Antlers Ridge 2nd Addition along with preliminary plans to construct twenty-six (26) twinhome lots on two (2) blocks with two (2) outlots on 4.46 acres. The parent parcel (PID No. 221162000020) is zoned RST-2, Single and Two-Family Residential District.

The proposed development is located east of and adjacent to Kenrick Avenue, north of 205th Street, west of 203rd Street and southwest of Lake Marion. The parent parcel consists of Outlot B, Antlers Ridge.

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

Outlot A: Future Development; retained by Developer (0.05 acres)
Outlot B: Future Development; retained by Developer (0.30 acres)

The proposed development will be completed by:

Developer:	Tamarack Land Lake Marion Commons, LLC
Engineer/Surveyor:	Aterra Land Services

SITE CONDITIONS

The existing parcel consists of Outlot B, Antlers Ridge, a previously mass graded parcel following preliminary plat approval of the previous phase of Antlers Ridge. The site consists of undeveloped land. A large wetland complex with woodlands that appear to have been naturally preserved, is located along the north property line. Two existing commercial businesses are located west of and adjacent to the site. The site is located within the Marion Lake Stormwater District with the site generally draining southwest to northeast.

STREET AND SUBDIVISION LAYOUT

Kenrick Avenue

Antlers Ridge 2nd Addition is located east of and adjacent to Kenrick Avenue, a minor arterial roadway, as identified in the City's Transportation Plan. Kenrick Avenue is constructed as a two-lane undivided roadway, with an eight-foot-wide bituminous trail along the east side.

203rd Street

Development of Antlers Ridge 2nd Addition includes the extension of 203rd Street, a local roadway, as identified in the City's Transportation Plan. 203rd Street was constructed as a 32-foot-wide urban local roadway with the development of Antlers Ridge and is currently terminated at the eastern border of the Antlers Ridge 2nd Addition site. The Developer shall extend 203rd Street as 32-foot-wide local street from its current terminus to the western plat boundary within the Antlers Ridge 2nd Addition site. The Developer shall construct a concrete sidewalk on one side of 203rd Street from the Antlers Ridge 2nd Addition eastern plat boundary to the temporary paved cul-de-sac on the western plat boundary. The Developer is dedicating 60 feet of right-of-way as shown on the preliminary plat. The Developer is required to construct a temporary paved cul-de-sac at the western terminus of 203rd Street at the plat boundary; the Developer is required to submit an approved cul-de-sac design prior to construction of the cul-de-sac.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and street construction shall be limited to a single access from Kenrick Avenue.

PARKS, TRAILS AND SIDEWALKS

The Park Dedication requirement for the parent parcel has not been paid and will be calculated and satisfied through a cash contribution with the final plat.

Development of Antlers Ridge 2nd Addition includes the construction of public sidewalks. A five-foot-wide concrete sidewalk will be installed along one side of 203rd Street. The Developer will be responsible for 100% of the grading and restoration for the concrete sidewalks.

UTILITIES

SANITARY SEWER

Antlers Ridge 2nd Addition is located within subdistrict SC-13041 of the South Creek sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed via existing sanitary sewer to the Empire Treatment Facility. The downstream facilities have sufficient capacity to serve the proposed residential development.

Eight-inch public sanitary sewer will be extended from an existing sanitary sewer manhole provided with the construction of the previous phase of the Antlers Ridge development along 203rd Street. The sanitary sewer must be extended to the western plat boundary.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and will be required with the final plat. The fee will be based on the rate in effect at the time of final plat approval.

WATERMAIN

Development of Antlers Ridge 2nd Addition includes construction of 8-inch public watermain. This watermain will be extended from watermain stubs on 203rd Street. The watermain must be extended to the western plat boundary.

DRAINAGE AND GRADING

Antlers Ridge 2nd Addition is located within subdistrict ML-092 of the Marion Lake stormwater district as identified in the City's Water Resources Management Plan.

A public stormwater management infiltration basin was constructed with the previous phase of the Antlers Ridge development in Antlers Ridge, Outlot A to provide water quality volume and rate control for the parent parcel.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building Certificate of Occupancies will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

Antlers Ridge 2nd Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

The Developer is required to produce a grading plan compliant with City ordinances and standard specifications prior to the issuance of a grading permit.

STORM SEWER

Development of Antlers Ridge 2nd Addition includes the construction of a public storm sewer system. Public storm sewer constructed within the development will convey runoff to the publicly owned and maintained storm sewer basins located within Outlot A, Antlers Ridge and Outlot A, Springbrook.

The Trunk Storm Sewer Area Charge has not been collected on the parent parcel and will be required with the final plat. The fee will be based on the rate in effect at the time of final plat approval.

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the building permit application and final construction plans.

RETAINING WALLS

The Developer proposes to construct privately owned and maintained retaining wall. Walls with a combined height over 4-feet are subject to approval of a building permit and must be designed by a registered geotechnical or structural engineer. An encroachment agreement is required with the final plat for the retaining walls proposed within drainage and utility easements. The retaining walls will be owned and maintained by the Antlers Ridge 2nd Addition HOA.

FEMA FLOODPLAIN ANALYSIS

Antlers Ridge 2nd Addition is located within areas shown on the Flood Insurance Rate Map (FIRM) as Zone X, as determined by FEMA (Map number 27037C0191E). Based on this designation, no areas within the plat are located within a Special Flood Hazard Area (SFHA). The parent parcel is located within the shoreland overlay district.

WETLANDS

A wetland delineation was completed for the site by Midwest Natural Resources Inc. The Notice of Application was sent out 8/9/21. No adverse comments were received. Based on the information provided in the report dated 7/16/2021 and site visit, the wetland delineation for the area outlined in the report has been determined to be acceptable for use in implementing the Wetland Conservation Act.

TREE PRESERVATION

The site was mass graded with the first phase of Antlers Ridge. No additional trees are planned to be removed with this phase.

EROSION CONTROL

The plans include a detailed erosion and sediment control plan. The Developer must submit an erosion control plan that is compliant with City standards and meets all the requirements of the MPCA Construction Permit. 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. An on-site preconstruction meeting shall be held with the City prior to the issuance of a building permit.

RECOMMENDATION

Engineering recommends approval of the Antlers Ridge 2nd Addition preliminary plat, easement vacation, preliminary site plans including the grading plan, erosion control plan, utility plan, and landscape plan subject to the requirements and stipulations within this report.