



AGENDA CITY COUNCIL MEETING

February 18, 2025 - 6:00 PM
City Hall Council Chambers

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

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Minnesota Energy and the Friends of the Lakeville Area Arts Center
 - b. Minnesota School Bus Driver Appreciation Day Proclamation
 - c. Fire Department Annual Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 02/03/2025 City Council Meeting
 - c. Final Order for the OLAM Holdings Industrial Development Alternative Urban Areawide Review (AUAR)
 - d. Joint Powers Agreement with Vermillion River Watershed Joint Powers Organization and Dakota County, and Supplemental Agreement for Professional Services with Stantec for North Creek Watershed Stormwater Management Improvements
 - e. Resolution Awarding Construction Contract to Sunram Construction for Stormwater Management Basin Maintenance
 - f. Annual Purchase of Hydrant Parts
 - g. Purchase of Pressure Reducing Valves and Meter Couplings
 - h. Encroachment Agreement with Sinnakaruppan Family Trust for Private Improvements in Public Easements

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February 18, 2025

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- i. Agreement with RES PYRO for July 4th Fireworks Display
 - j. Resolution Authorizing Issuance and Sale of General Obligation Bonds, Series 2025A
 - k. Resolution Amending Lakeville Fire Relief Association Bylaws Relating to Pension Vesting Schedules and Board Appointed Trustee Compensation and Repealing Resolution No. 25-017
 - l. Resolution Awarding Professional Services Agreement to Twin Cities Abatement Technologies for Abatement Activities at the FiRST Center
 - m. Professional Services Agreement for Instrumentation and Control Support Services
 - n. Resolution Approving Charitable Gambling Eastview Hockey Association
7. Action Items
- a. Consider a Preliminary Plat for Airlake DEA
 - b. North Creek Manufactured Home Park Conditional Use Permit
8. Unfinished Business
9. New Business
10. Announcements
- a. Next Work Session Monday, February 24, 2025
 - b. Next City Council Meeting Monday, March 3, 2025
11. Adjourn



Date: 2/18/2025

Check Register Summary

Proposed Action

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

Overview

Checks	325200- 325275	\$1,359,596.76
ACH/EFT	19659- 19819	\$19,683,507.57
Total		\$21,043,104.33

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. 02.11.25CKSUM-ACH-EFT
2. 02.11.25CKSUM-Checks
3. Check Register 02.11.25 for Feb 18, 2025 Council Mtg - ACH-EFT
4. Check Register 02.11.25 for Feb 18, 2025 Council Mtg - Checks

Financial Impact: \$21,043,104.33 **Budgeted:** Yes **Source:** Various

Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Cheri Donovan, Assistant Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
0999 CITY OF LAKEVILLE CASH CO	0.00
1000 GENERAL FUND	313,561.34
2000 COMMUNICATIONS FUND	946.21
3116 2014 B REFUNDING BONDS	1,055,325.00
3119 2017A HRA LEASE REV LIQ REF BO	0.00
3120 2022 A REFUNDING BONDS	1,812,700.00
3121 2022B GO TAXABLE BONDS HASSE	258,140.00
3122 "2022 "C" BONDS (PARK REF)	758,234.38
3123 2023A PARK REFERENDUM BONDS	229,400.00
3124 2024 "A" TAX BONDS (PARK REF)	356,875.80
3250 2020 A AMES ARENA PARKING LOT	65,875.00
3251 2021 A APEX ENERGY SAVINGS	399,875.01
3252 2021 B KEOKUK LIQUOR STORE	285,350.00
3253 2022B TAXABLE GO REF BONDS 16A	476,358.75
3315 2011 "A" IMPROVE BONDS	50,940.00
3318 2014 "A" IMPROVEMENT BONDS	861,462.50
3319 2015 A IMPROVEMENT BONDS	723,775.00
3320 2016 B IMPR BONDS INCL 2015 P2	1,073,959.38
3321 2017 A IMPROVEMENT BONDS	767,965.63
3322 2018 A IMP BONDS	855,400.00
3323 2019 A IMP BONDS	707,050.00
3324 2020 A IMP BONDS	1,059,425.00
3325 2022 "" IMPR BONDS	1,218,750.00
3326 2022 "A" IMP BONDS	171,600.00
3327 2024 "A" IMPR BONDS	173,926.40
3403 2015A STATE AID STREET BONDS	275,571.88
3537 17 "A" ST RECON REF BONDS	184,250.00
3538 2018 B ST RECON REF BOND (09A)	293,425.00
3539 2021 C STREET RECONSTR BONDS	598,800.00
3541 2023A STREET RECON BONDS	508,875.00
3702 2016 A WATER REVENUE BONDS	557,475.00
4000 BUILDING FUND	19,252.65
4100 EQUIPMENT FUND	97,307.52
4125 TECHNOLOGY FUND	19,395.45
5200 STATE AID CONSTRUCTION FUND	4,804.45
6589 22-24 AIRLAKE 70 IMPROVEMENT	5,004.52
7450 ENVIRONMENTAL RESOURCES FUND	9,010.37
7550 UTILITY FISCAL ADMINISTRATION	44.00
7575 STREET LIGHTING FUND	52,500.00
7600 WATER FUND	1,160,232.32
7700 SEWER FUND	76,163.78
7800 LIQUOR FUND	608,265.55
8000 ESCROW FUND	3,690.88
8910 ESCROW - DCA/SECTION 125	19,449.99
8970 LAKEVILLE ARENAS - OPERATIONS	1,024.03
9800 PAYROLL CLEARING FUND	1,512,069.78
Report Total:	19,683,507.57

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	82,672.33
2000 COMMUNICATIONS FUND	77.52
4000 BUILDING FUND	15,109.16
4100 EQUIPMENT FUND	10,706.00
4125 TECHNOLOGY FUND	3,964.98
4161 ARENAS CAPITAL IMPROVEMENTS	5,996.21
4200 PARK DEDICATION FUND	1,662.60
4700 2022 C PARK BONDS	5,998.00
4720 2024 A PARK BONDS	1,022,603.87
5125 MENASHA TIF	650.00
5126 BTD MANUFACTURING TIF	650.00
5129 LAUNCH PROPERTIES TIF	650.00
5130 SCHNEIDERMANS TIF 23	650.00
5131 QA1 TIF 24	650.00
5500 WATER TRUNK FUND	20,821.61
7450 ENVIRONMENTAL RESOURCES FUND	174.77
7575 STREET LIGHTING FUND	115.81
7600 WATER FUND	2,878.26
7700 SEWER FUND	2,354.82
7800 LIQUOR FUND	172,124.26
7900 MUNICIPAL RESERVES FUND	8,362.61
9800 PAYROLL CLEARING FUND	723.95
Report Total:	1,359,596.76



MINUTES CITY COUNCIL MEETING

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

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

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

2. Roll Call

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

Staff Present: Justin Miller, City Administrator; Andrea McDowell Poehler, City Attorney; Julie Stahl, Finance Director; Ann Orlofsky, City Clerk; Brad Paulson, Police Chief; Paul Oehme, Public Works Director; Tina Goodroad, Community Development Director

3. Citizen Comments

None

4. Additional agenda information

None

5. Presentations/Introductions

a. Metropolitan Mosquito Control

Alex Carlson provided an overview on Metropolitan Mosquito Control.

b. Police Department Quarterly Update

Police Chief Brad Paulson provided the department's quarterly update.

6. Consent Agenda

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

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

a. Check Register Summary

b. Minutes of the 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

Mayor Hellier opened the public hearing at 6:37 p.m.

There were no comments from the public.

Motion was made by Lee, seconded by Volk, to close the public hearing at 6:38 p.m. Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Motion was made by Bermel, seconded by Wolter, to grant an On-Sale and Sunday Liquor License for Taqueria Los Compadres. Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

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

Dale Willenbring, with Tamarack Land Development, has requested vacation of public drainage and utility easements on Outlot B of Antlers Ridge and consideration of a Preliminary Plat for Antlers Ridge 2nd Addition with a Conditional Use Permit for a shoreland impact plan within the Shoreland Overlay District of Lake Marion. The development includes 26 twin home lots on property located east of Kenrick Avenue and north of 205th Street.

Community Development Director Goodroad provided the background from the staff report. 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 tonight.

Mayor Hellier opened the public hearing at 6:42 p.m.

There were no comments from the public.

Motion was made by Wolter, seconded by Bermel, to close the public hearing at 6:43 p.m.

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

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

8. Unfinished Business

None

9. New Business

None

10. Announcements

a. Next Regular City Council Meeting, Tuesday, February 18, 2025

b. Next Work Session Monday, February 24, 2025

11. Adjourn

Motion was made by Volk, seconded by Wolter, to adjourn at 6:46 p.m.

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 2/18/2025

Final Order for the OLAM Holdings Industrial Development Alternative Urban Areawide Review (AUAR)

Proposed Action

Staff recommends adoption of the following motion: Approval of a Resolution Ordering Preparation of an Alternative Urban Areawide Review for the OLAM Holdings Property

Overview

The City of Lakeville is the Responsible Governmental Unit (RGU) for an Alternative Urban Areawide Review (AUAR) for the proposed Olam Lakeville Industrial Development, located on an area totaling approximately 152 acres on 4 parcels generally located south of 215th W St (CSAH 70), west of Jacquard Ave, and east of Kaparia Ave.

The scoping phase recently concluded after a 30-day public comment period (from December 10, 2024, to January 9, 2025) for the Olam Lakeville Industrial AUAR. The purpose of the comments on a Scoping Document for an AUAR is to suggest additional development scenarios and relevant issues to be analyzed in the review.

Dakota County, Metropolitan Council, and Minnesota Department of Natural Resources submitted comments that were addressed in the final Scoping Document for City Council adoption. The comments pertained to information on water supply, stormwater management practices, additional intersections to evaluate in the traffic study, and other water and natural resource topics that will be evaluated further in the AUAR. The comments also noted the need for caution when working near environmental resources such as the trout stream and wooded plots within the study area.

The next phase of the environmental process is a Draft AUAR. This document will anticipate impacts that may result from the AUAR scenarios. It will also recommend potential actions to avoid, minimize, and mitigate those anticipated impacts. Following submittal to the Environmental Quality Board in spring 2025, another 30-day public and agency comment period will occur, and these comments will be addressed in a Final AUAR (anticipated for May/June 2025).

Supporting Information

1. Resolution for OLAM Holdings Property AUAR Order
2. OLAM-Lakeville-Industrial-Development AUAR-Order

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

Envision Lakeville Community Values: Diversified Economic Development

Report Completed by: Tina Goodroad, Community Development Director

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION No. _____

**A RESOLUTION ORDERING PREPARATION OF AN ALTERNATIVE URBAN
AREAWIDE REVIEW FOR THE OLAM HOLDINGS PROPERTY**

WHEREAS, The City of Lakeville received a request for Environmental Review from OLAM HOLDINGS Properties for the development of the OLAM Holdings Property into industrial development; and

WHEREAS, Minnesota Rules Chapter 4410.3610 provides for a substitute form of Environmental Review known as an Alternative Urban Areawide Review (AUAR) process; and

WHEREAS, an Alternative Urban Areawide Review (AUAR) process allows for the environmental review of development and associated infrastructure in a particular geographic area within a jurisdiction if the local government has an adopted Comprehensive Plan; and

WHEREAS, the City of Lakeville has an adopted Comprehensive Plan that identified future growth and development in the study area; and

WHEREAS, the City recognized the need to begin planning for the future development of land identified in the study area so a coherent community results over the long term and infrastructure facilities are utilized in the most efficient manner; and

WHEREAS, the City of Lakeville is the Responsible Governmental Unit (RGU) pursuant to Minnesota Rules Part 4410.3610 Subp. 1; and

WHEREAS, the City of Lakeville anticipates future development within the OLAM Holdings Property; and

WHEREAS, the study area is approximately 152 acres on four parcels located south of 215th Street W (CSAH 70); west of Jacquard Avenue and east of Kaparia Avenue; and

WHEREAS, three proposed development scenarios have been identified to be evaluated as part of the AUAR as follows:

Scenario 1: includes eight (industrial buildings) for a total of 1,360,000 square feet of proposed industrial development.

Scenario 2: includes seven buildings (office and industrial) for a total of 1,360,000 square feet of proposed industrial development.

WHEREAS, Minnesota Rules Chapter 4410.3610 Subp. 5a requires an additional scoping step for certain large specific projects; and

WHEREAS, a scoping document was developed for the OLAM Holdings Property per Minnesota Rules Chapter 4410.3610 Subp. 5a; and

WHEREAS, the scoping document was available for review and comment as part of the AUAR process as described in Minnesota Rules, part 4410.3610, Subp. 5a. The 30-day comment period began on December 10, 2024 and closed at 4:00 PM on January 9, 2025; and

WHEREAS, the comments received during the comment period were considered and will be incorporated into the Alternative Urban Areawide Review (AUAR) document; and

WHEREAS, the City Council of the City of Lakeville deems an Alternative Urban Areawide Review (AUAR), provided for in the Minnesota Environmental Review Program, to be the most appropriate form of environmental review for the Adelmann Property.

NOW, THEREFORE, BE IT RESOLVED, the City of Lakeville orders the preparation of an Alternative Urban Areawide Review (AUAR) for the proposed OLAM Holdings Property.

ADOPTED this 18th Day of February, by the City Council of the City of Lakeville.

Luke Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

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

FROM: Tina Goodroad
Community Development Director
City of Lakeville

DATE: January 23, 2025

SUBJECT: Final Order for the OLAM Lakeville Industrial Development Alternative Urban Areawide Review (AUAR)

As the Responsible Governmental Unit (RGU), the City of Lakeville has determined that an Alternative Urban Areawide Review (AUAR) is required for the proposed Olam Lakeville Industrial Development.

This document constitutes an order for review. The notice of availability of the Draft AUAR Order and Scoping Document was published in the Minnesota Environmental Quality Board's *EQB Monitor* on December 10, 2024. The scoping document was available for review and comment as part of the AUAR process as described in Minnesota Rules, part 4410.3610, subpart 5a. The 30-day comment period began on December 10, 2024 and closed at 4:00 PM on January 9, 2025.

During the public comment period, comments were received from three government agencies. Comments are included in Attachment B.

Pursuant to Minnesota Rules, part 4410.3610, subpart 5a(C), the purpose of the comments on a Scoping Document for an AUAR is to suggest additional development scenarios and relevant issues to be analyzed in the review. Comments may suggest alternatives to the specific large project or projects proposed to be included in the review, including development at sites outside of the proposed geographic boundary. The comments must provide reasons why a suggested development scenario or alternative to a specific project is potentially environmentally superior to those identified in the RGU's draft order. Responses to the comments received are included in Attachment C.

[AUAR Study Area](#)

This AUAR study area encompasses an area totaling approximately 152 acres on 4 parcels in the City of Lakeville, Dakota County, Minnesota. The study is comprised of land generally located south of 215th W St (CSAH 70), west of Jacquard Ave, and east of Kaparia Ave.

[Development Scenarios](#)

Two development scenarios, defined in Table 1 and shown in Figures 2 and 3, are proposed to be evaluated in the AUAR.

Table 1: AUAR Development Scenarios

Component	Scenario 1	Scenario 2
Light Industrial (square feet)	1,360,000	1,075,000
Office/Industrial Park (square feet)	-	285,000
Total (square feet)	1,360,000	1,360,000
Total Project Area	152 acres	152 acres

Figure 1: AUAR Study Area

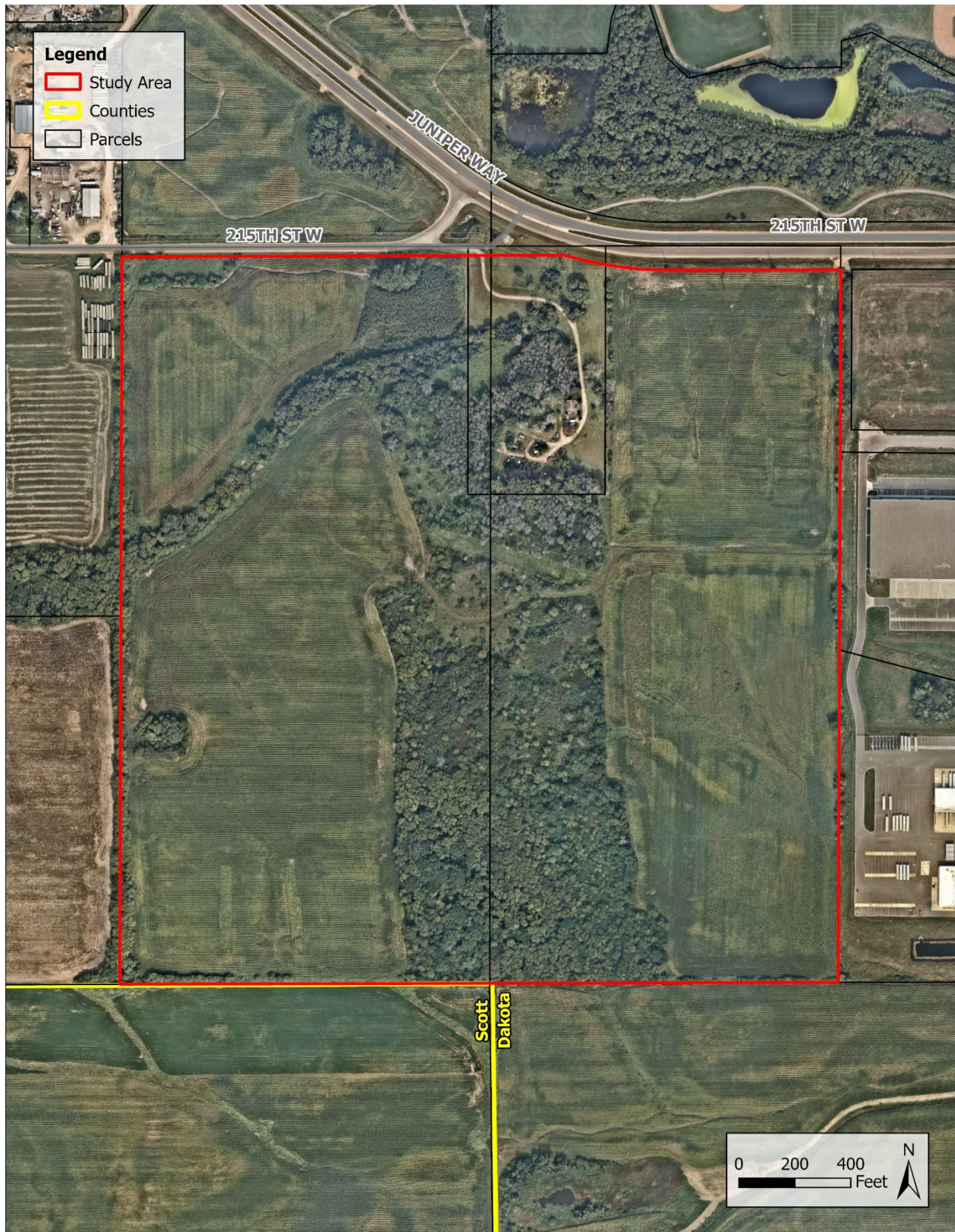


Figure 2: AUAR Study Area – Scenario 1

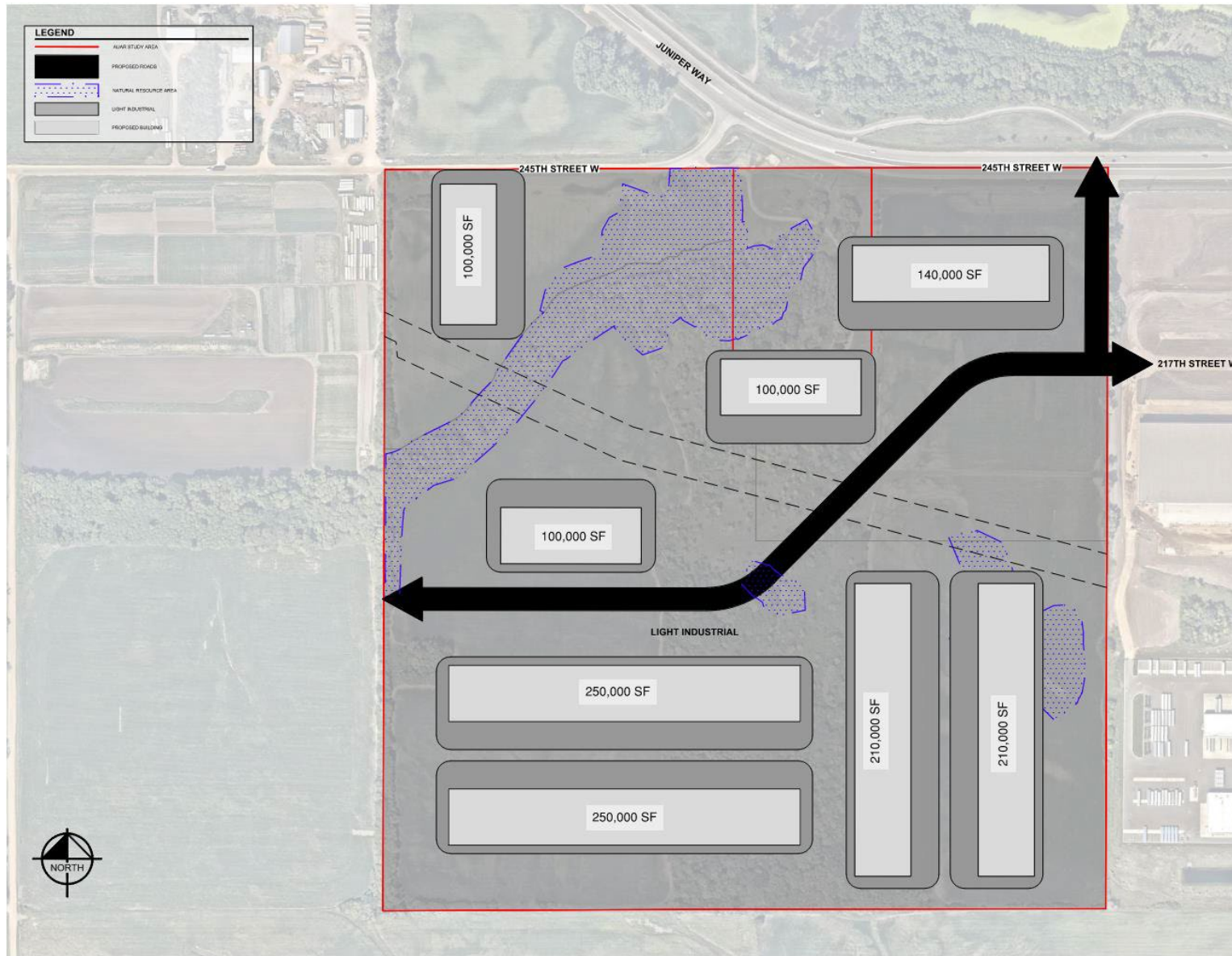
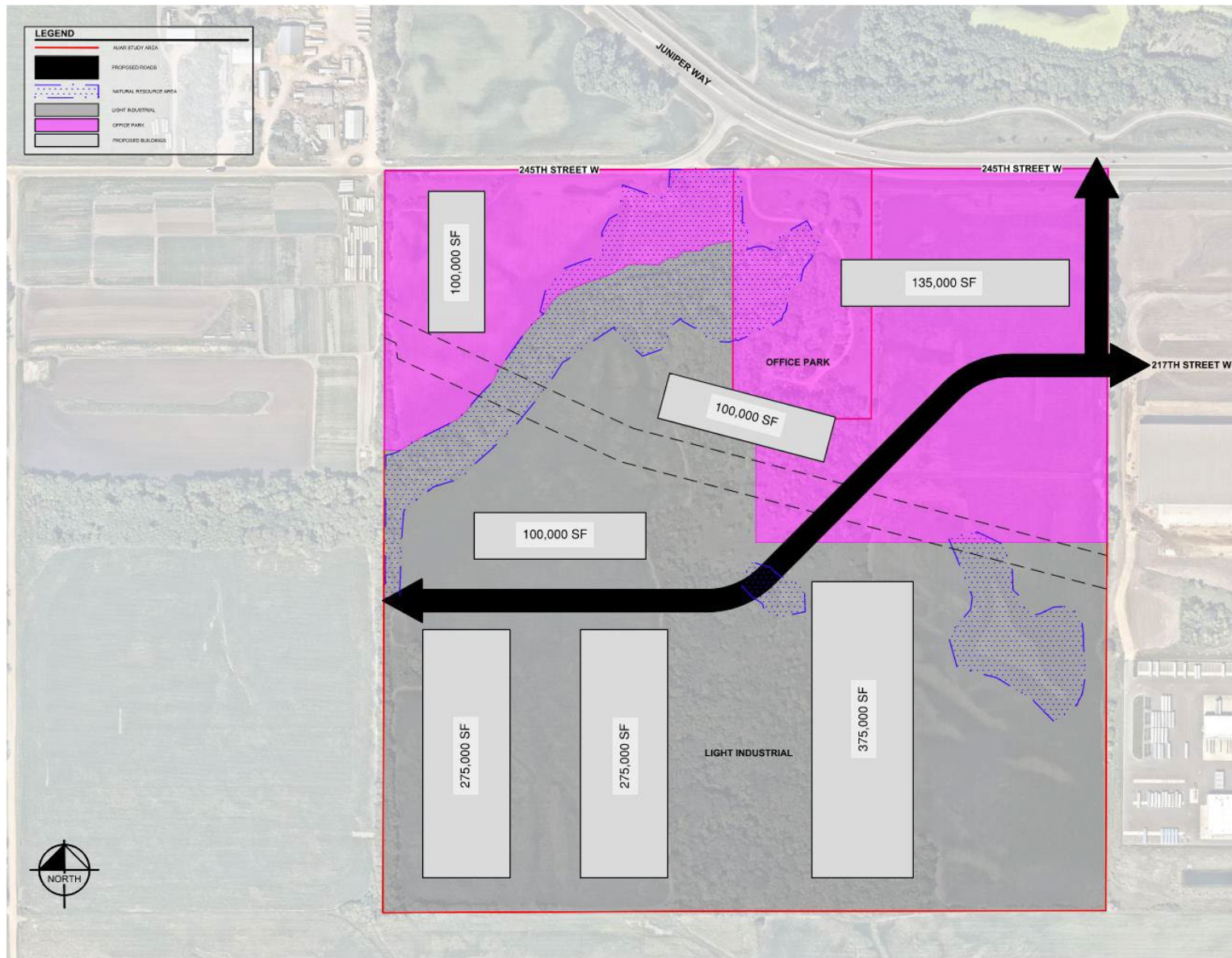


Figure 3: AUAR Study Area – Scenario 2



ATTACHMENT A

Olam Lakeville Industrial AUAR

SCOPING DOCUMENT

FEBRUARY 2025

PREPARED FOR:



PREPARED BY:

Kimley»Horn

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Scoping Document

This EAW form is being used to delineate the issues and analyses to be reviewed in an Alternative Urban Areawide Review (AUAR). Where the AUAR guidance provided by the Minnesota Environmental Quality Board (EQB) indicates that an AUAR response should differ notably from what is required for an EAW, the guidance is noted in *italics*.

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

1. PROJECT TITLE

Olam Lakeville Industrial

2. PROPOSER

Proposer: OLAM HOLDINGS 1, LLC

Contact Person: Tony Fracchia

Address: 268 Bush St. #49

City, State, ZIP: San Francisco, CA 94104

Phone: 949-241-5599

Email: tony@terawattinfrastructure.com

3. RGU

RGU: City of Lakeville

Contact Person: Tina Goodroad

Title: Community Development Director

Address: 20195 Holyoke Avenue

City, State, ZIP: Lakeville, MN 55044

Phone: 952-985-4421

Email: tgoodroad@lakevillemn.gov

4. REASON FOR PREPARATION

AUAR Guidance: Not applicable to an AUAR.

5. PROJECT LOCATION

County: Dakota

City/Township: Lakeville

PLS Location (¼, ¼, Section, Township, Range): Section 36, Township 114N, Range 21W and Section 31 Township 114N, Range 20

Watershed (81 major watershed scale): Minnesota River – Lake Pepin

Tax Parcel: 220360075013, 220360075014, 220310051013, 220310051012

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

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

Figure 1: USGS Map

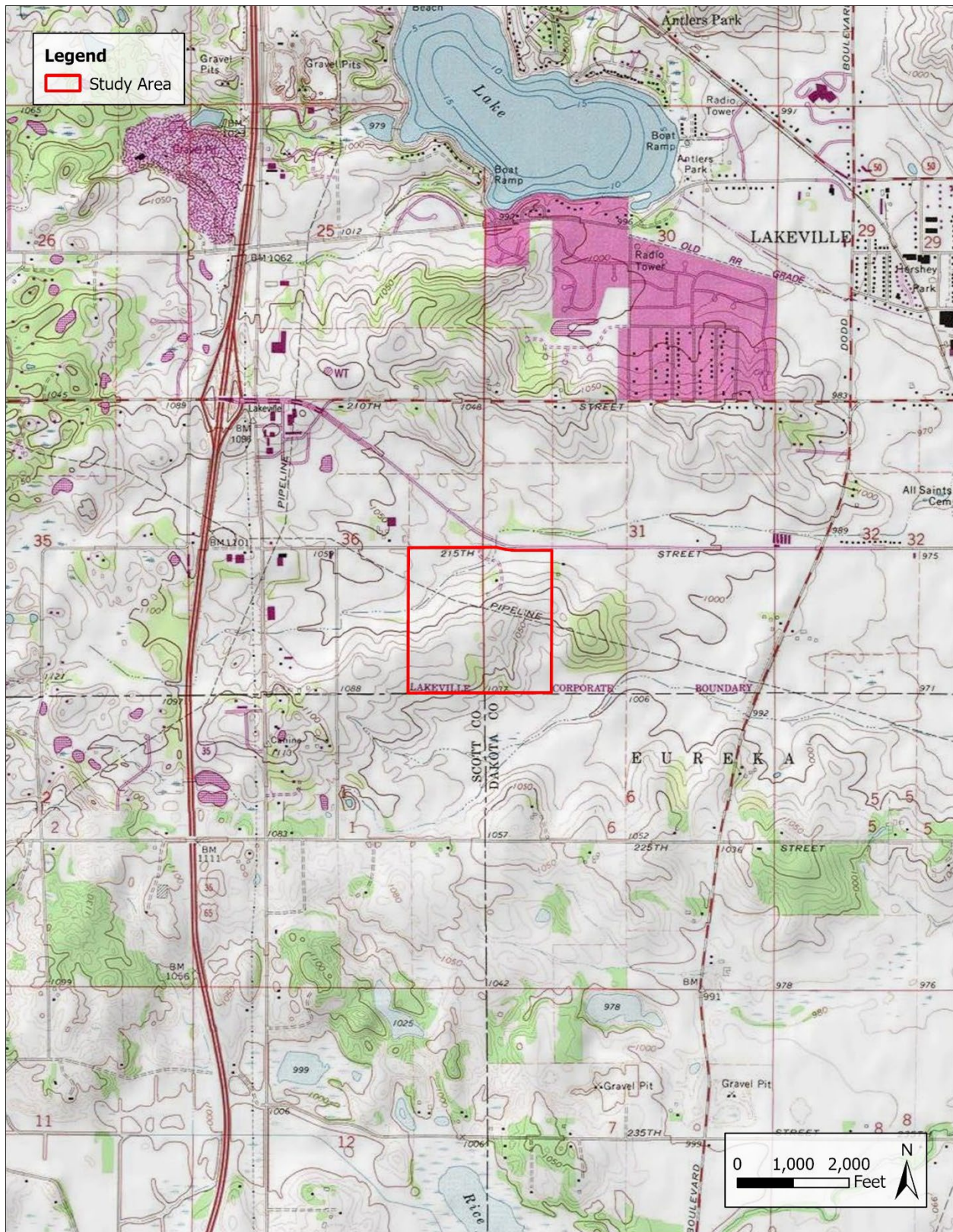
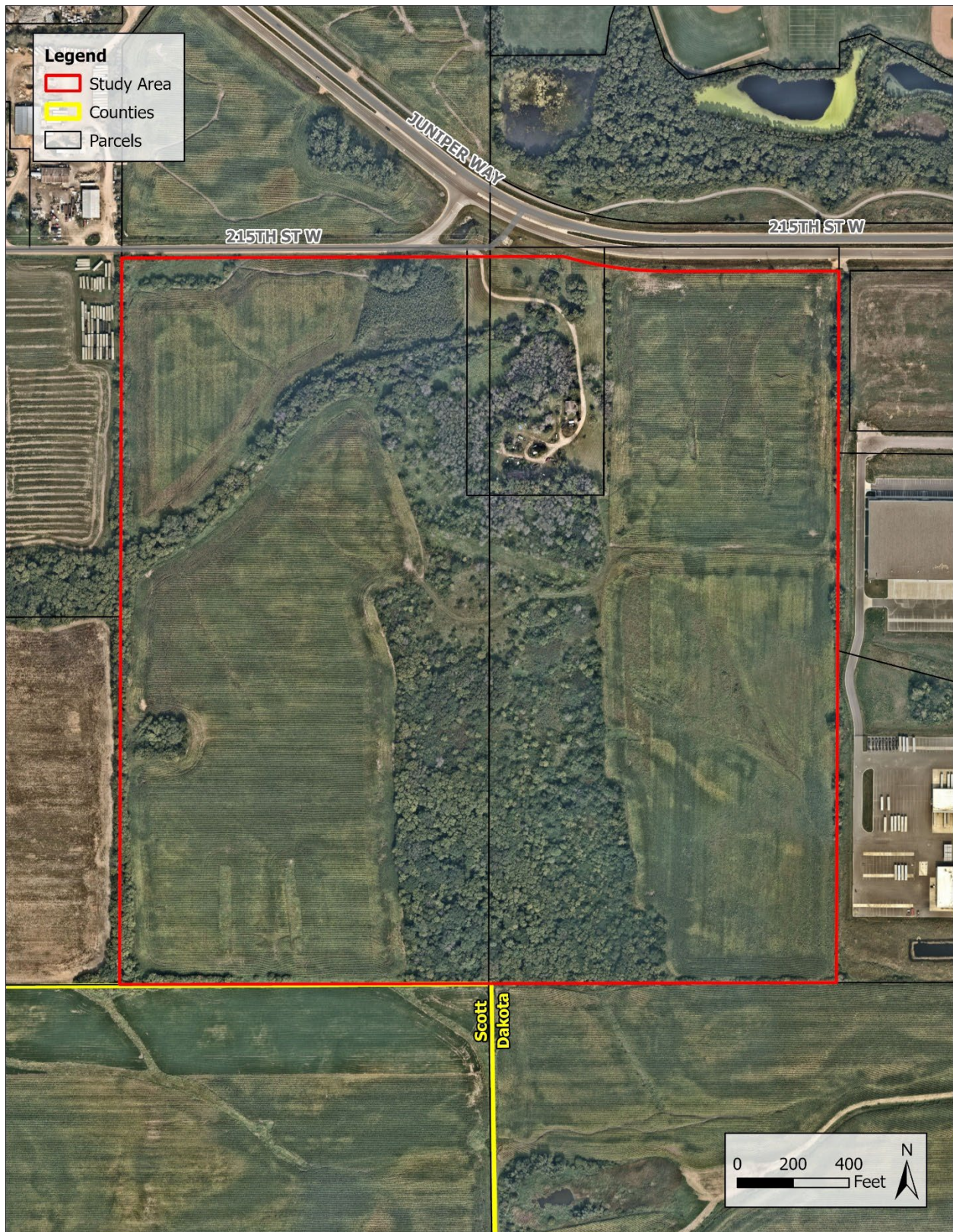


Figure 2: AUAR Study Area



6. PROJECT DESCRIPTION

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

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

The AUAR study area encompasses an area totaling approximately 152 acres on 4 parcels in the City of Lakeville, Dakota County, Minnesota (shown on Figure 2). Olam Holdings is proposing to develop the study area from existing farmland to light industrial or office park uses. The study area can be accessed primarily by 215th W St (CSAH 70) to the north. Secondary access points to the study area also include Jacquard Ave to the east and Kaparia Ave to the west. The AUAR will provide a more detailed description of the potential traffic impacts associated with development.

Two scenarios are proposed for evaluation in the AUAR as outlined in Table 1. Scenario 1 includes multiple buildings for a total of 1,360,000 square feet of a proposed light industrial development (see Figure 3). Scenario 2 includes multiple buildings for a total of 1,075,000 square feet of industrial and 285,000 square feet of office space (see Figure 4). Allowable uses given the existing/proposed zoning are included in Section 10. iii. for both light industrial and office park land use districts. The proposed development within the AUAR study area is anticipated to begin construction in 2025. A general development timeline and potential phasing will be discussed in the AUAR.

The intent of the AUAR is to recognize the maximum build for the study area and identify impacts and mitigation measures that may be taken to compensate for those impacts. Development of the study area would include new infrastructure, including water service, sewer, stormwater, streets, and utilities. All new services would be extensions to existing infrastructure or upgrades to existing systems to support the new development.

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

Table 1: Development Scenarios

Component	Scenario 1	Scenario 2
Light Industrial (square feet)	1,360,000	1,075,000
Office Park (square feet)	-	285,000
Total (square feet)	1,360,000	1,360,000
Total Project Area	152 acres	152 acres

Figure 3: Development Scenario 1

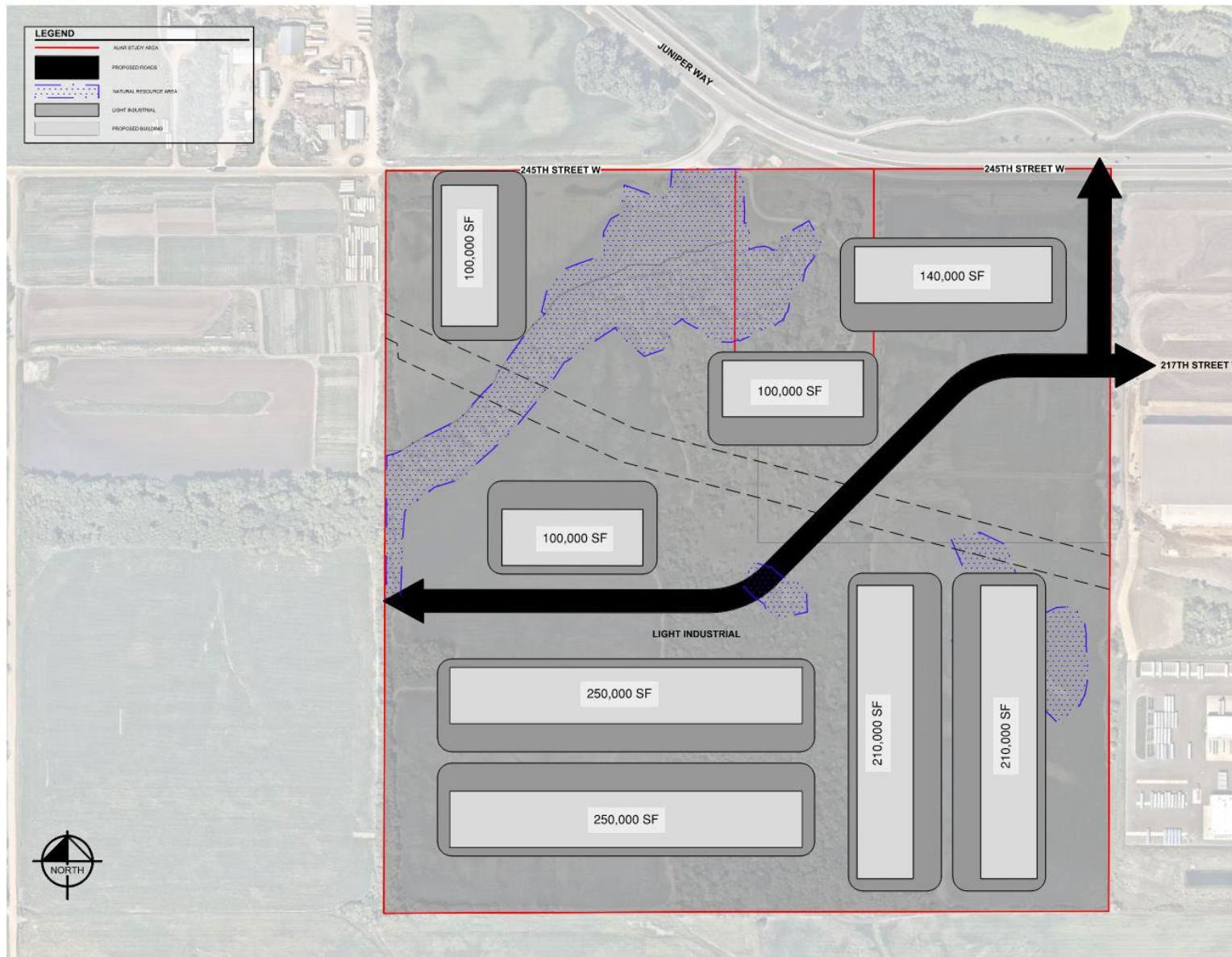
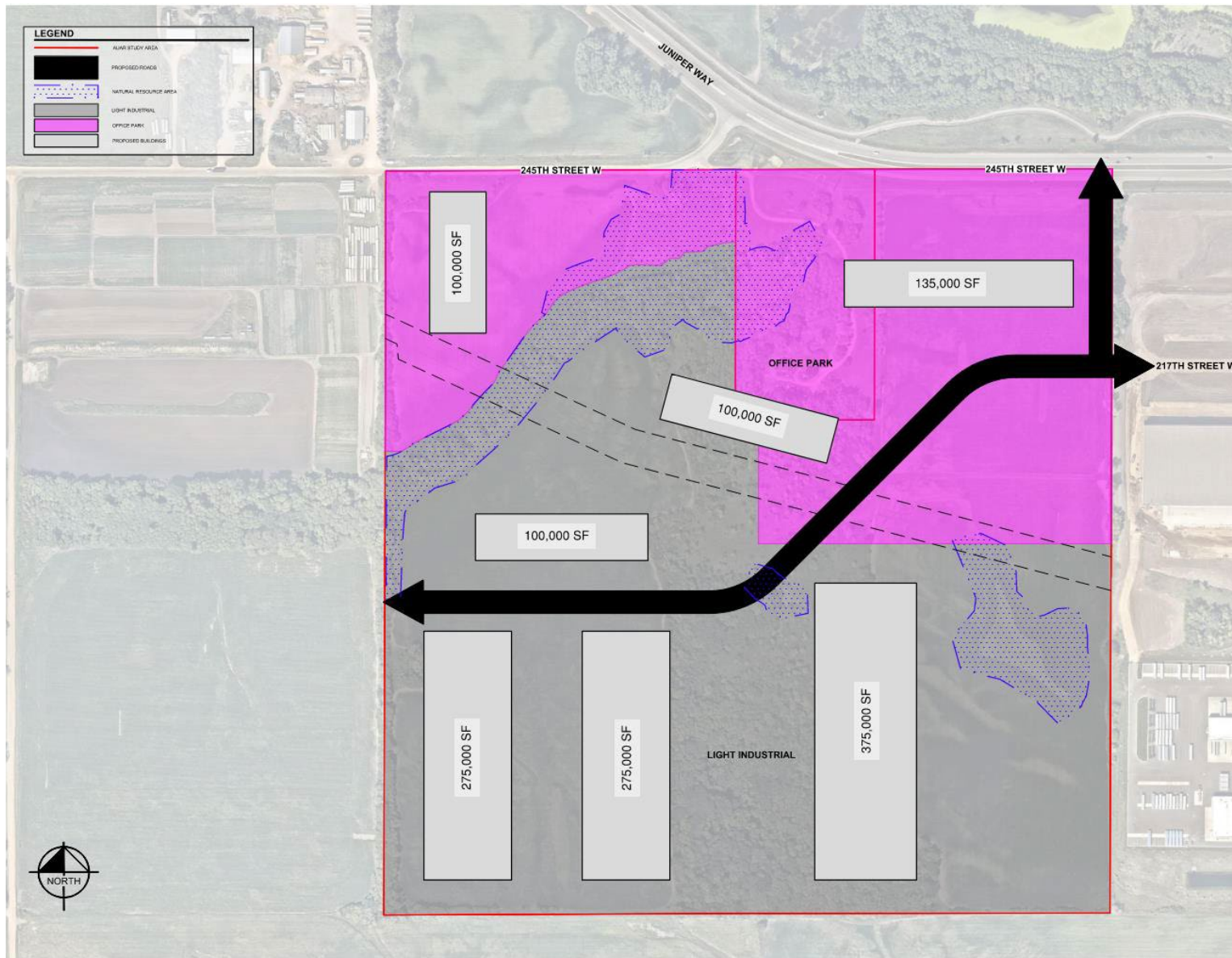


Figure 4: Development Scenario 2



7. CLIMATE ADAPTION AND RESILIENCE

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

The AUAR will describe trends in temperature, urban heat island, precipitation, flood risk, and cooling degree days for the general project location. Climate projections will use Representative Concentration Pathways (RCPs), which are greenhouse gas concentration scenarios used by the Intergovernmental Panel on Climate Change. RCP 4.5 is an intermediate scenario in which emissions decline after peaking around 2040, and RCP 8.5 is a worst-case scenario in which emissions continue to rise through the 21st century.¹

- b. **For each resource category in the table below, describe the project’s proposed activities and how the project’s design will interact with those climate trends. Describe proposed adaptations to address the project effects identified.**

Table 2: Climate Considerations and Adaptions

Resource Category	Climate Considerations	Project Information	
		Climate Change Risks and Vulnerabilities	Adaptions
Project Design	The AUAR will discuss aspects of building architecture/ materials choices and site design that could impact climate.	To be discussed in AUAR, Section 6 and 18	To be discussed in AUAR, Section 6 and 18
Land Use	The AUAR will discuss critical facilities and flood risk.	To be discussed in AUAR, Section 10 and 12	To be discussed in AUAR
Water Resources	The AUAR will discuss current Minnesota climate trends and anticipated climate change in the general location of the project and how that may influence water resources.	To be discussed in AUAR, Section 12	To be discussed in AUAR

¹ Climate Explorer Metadata. Available at <https://www.dnr.state.mn.us/climate/climate-explorer-metadata.html>.

Resource Category	Climate Considerations	Project Information	
		Climate Change Risks and Vulnerabilities	Adaptions
Contamination/ Hazardous Materials/ Wastes	The AUAR will discuss current Minnesota climate trends and anticipated climate change in the general location of the project and how that may influence the potential environmental effects of generation/use/storage of hazardous waste and materials.	To be discussed in AUAR, Section 13	To be discussed in AUAR
Fish, Wildlife, Plant Communities, and Sensitive Ecological Resources (Rare Features)	The AUAR will discuss current Minnesota climate trends and anticipated climate change in the general location of the project how that may influence the local species and suitable habitat.	To be discussed in AUAR Section 14	To be discussed in AUAR

8. COVER TYPES

AUAR Guidance: The following information should be provided:

- *A cover type map, at least at the scale of a USGS topographic map, depicting:

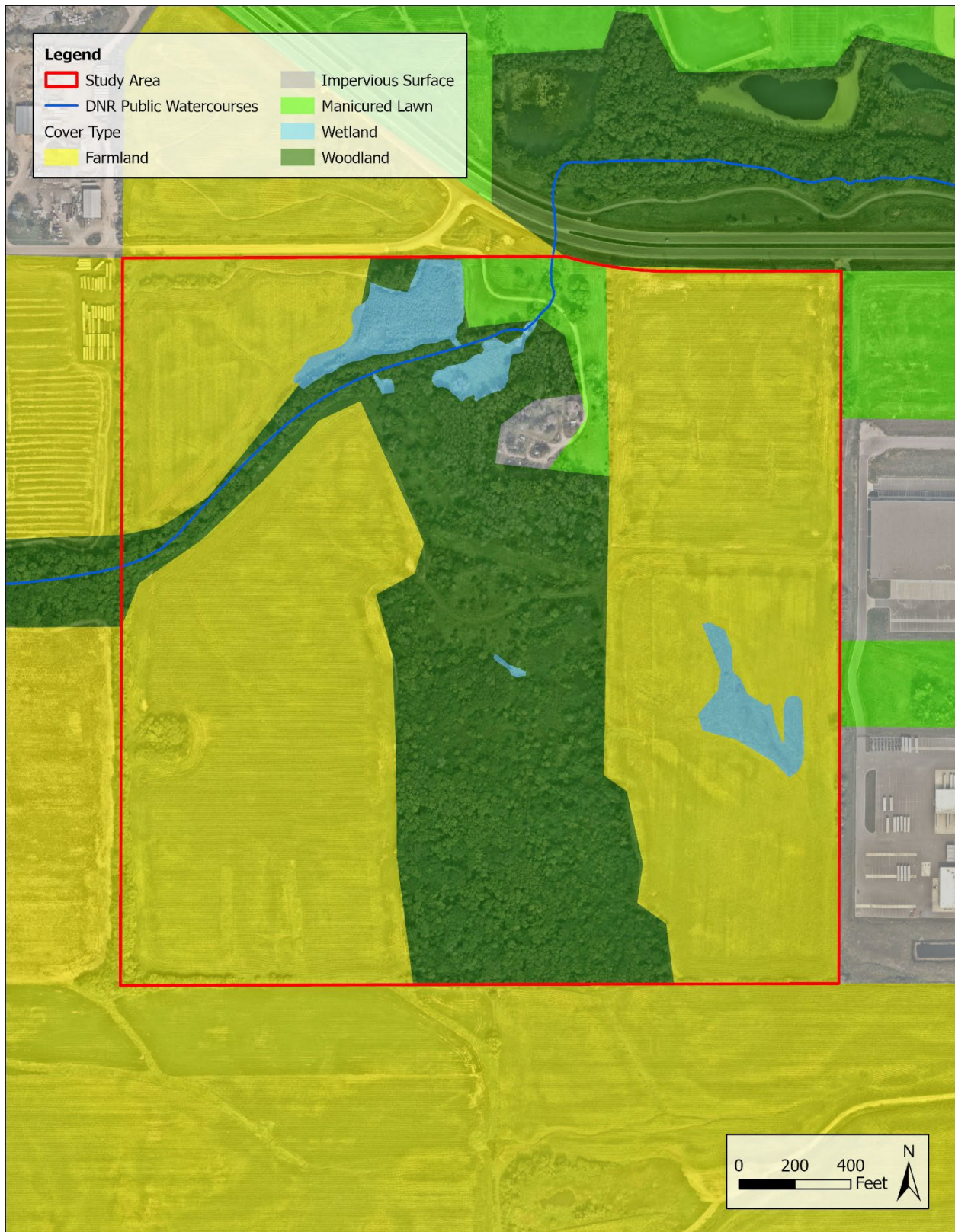
 - *Wetlands (identified by Circular 39 type)*
 - *Watercourses (rivers, streams, creeks, ditches)*
 - *Lakes (identify public waters status and shoreland management classification)*
 - *Woodlands (break down by classes where possible)*
 - *Grassland (identify native and old field)*
 - *Cropland*
 - *Current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

The AUAR study area is approximately 152 acres of farmland, woodland, wetland, watercourse, manicured lawn, and some impervious surface. See Table 3 for the complete acreage of each cover type within the AUAR study area. There are few existing buildings and structures within the study area that include some single-family homes and some farmstead buildings and structures. The AUAR will include an analysis of existing and proposed cover types within the study area that are shown on Figure 5. These cover types were determined by reviewing recent aerial photography and the Minnesota National Wetland Finder.

Table 3: Existing Cover Types

Cover Type	Approximate Size (ac/ln ft)
Farmland	97 ac
Woodland	42 ac
Wetland	6 ac
Watercourse	2016 ln ft
Manicured Lawn	4 ac
Impervious Surface	1 ac

Figure 5: Cover Types



9. PERMITS AND APPROVALS REQUIRED

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

Table 4: Anticipated Permits and Approvals

Unit of Government	Type of Application	Status
Federal		
US Army Corps of Engineers	Section 404 Permit	To be applied for, if applicable
Federal Emergency Management Agency	Conditional Letters of Map Revision (CLOMR) and Letters of Map Revision (LOMR)	To be applied for, if applicable
State		
Minnesota Pollution Control Agency	Section 401 Water Quality Certification	To be applied for, if applicable
	National Pollutant Discharge Elimination System Stormwater Permit for Construction Activities	To be applied for, if applicable
	Sanitary Sewer Extension Permit	To be applied for, if applicable
	Construction Contingency Plan and Response Action Plan approval	To be applied for, if applicable
	Notice of Intent of Demolition	To be applied for, if applicable
	Industrial Wastewater Permit	To be applied for, if applicable
	Significant Industrial User Permit	To be applied for, if applicable
	Construction Stormwater Permit	To be applied for, if applicable
	Fuel Storage Tank	To be applied for, if applicable
	Air Permit	To be applied for, if applicable
	Discharge Permit	To be applied for, if applicable
	Water Treatment Plant	To be applied for, if applicable
Minnesota Department of Natural Resources	Temporary Groundwater Appropriation Permit for Construction Dewatering	To be applied for, if applicable
	Water Appropriation Permit	To be applied for, if applicable
Minnesota Department of Health	Water Main Installation Permit	To be applied for, if applicable
	Notification of Intent to Perform a Demolition	To be applied for, if applicable
	Notification of Asbestos Related Work	To be applied for, if applicable
Minnesota Department of Labor Industry	Plumbing Review	To be applied for, if applicable
	Electrical Permit	To be applied for, if applicable

Unit of Government	Type of Application	Status
Regional		
Metropolitan Council	Sewer Extension Permit	To be applied for, if applicable
	Sewer Connection Permit to Connect	To be applied for, if applicable
	Direct Connection Permit	To be applied for, if applicable
	Industrial Waste Discharge Permit	To be applied for, if applicable
	Metropolitan Airports Commission	Coordination to ensure uses are compatible with Airlake Airport
County		
Dakota County	Shoreland/Floodplain Alteration	To be applied for, if applicable
	Public Drainage Permit	To be applied for, if applicable
	Right-of-Way Permit	To be applied for, if applicable
	Dewatering Well Construction and Sealing Permit	To be applied for, if applicable
City		
City of Lakeville	Preliminary/Final Plat	To be applied for, if applicable
	Building Permit	To be applied for, if applicable
	Site Plan Approval	To be applied for, if applicable
	Conditional Use Permit	To be applied for, if applicable
	General Stormwater Permit	To be applied for, if applicable
	Right-of-Way Permit	To be applied for, if applicable
	WCA Review and Approval	To be applied for, if applicable
	Demolition Permit	To be applied for, if applicable
	Tree Preservation Plan	To be applied for, if applicable
	AUAR Adoption	In process

10. LAND USE

a. Describe:

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

The AUAR study area is located in a semirural area in the southern portion of the City of Lakeville, in Dakota County, Minnesota. The study area consists of 4 existing parcels and is generally bounded by 215th Street W (CSAH 70) to the north, parcel boundaries to the east and west, and the Lakeville City limits to the south. Land uses adjacent to the study area include farmland to the west, industrial uses to the east, Lakeville South High School to the north, and vacant land to the south. The existing land uses of the of the study area are shown in Figure 6.

There are no existing parks within the study area. Just north of the study area is the South Creek Greenway, a nature preserve that currently provides bike and pedestrian

trail. The South Creek Greenway is a segment of the larger Lake Marion Greenway and provides a scenic trail that connects various parks and natural areas.² Project There are no state or regional parks within the immediate vicinity of the study area.

According to the Web Soil Survey for the study area, 65.9 percent of the study area is considered prime farmland, 9.5 percent would be prime farmland if drained, 20.8 percent of the study area is considered farmland of statewide importance, and 3.7 percent is considered farmland if protected from flooding or not frequently flooded during the growing season.³

The Airlake Airport is located approximately two miles to the east of the AUAR study area. To ensure that the proposed uses do not impact existing operations, the Airlake Airport Long Term Comprehensive Plan will be reviewed in the AUAR.

ii. Planned land use as identified in comprehensive plans (if available) and any other applicable plan for land use, water, or resource management by a local, regional, state, or federal agency.

City of Lakeville 2040 Comprehensive Plan

The City of Lakeville updated their Comprehensive Plan in 2019 to encompass growth through the year 2040.⁴ The plan is comprised of several interrelated chapters and system plans that address the natural environment, land use, transportation, and community facilities and infrastructure. The Thrive MSP 2040, which has been adopted by the Metropolitan Council, has designated the City of Lakeville as a Suburban Edge community. While mainly characterized by residential neighborhoods, commercial and industrial development is included in the development of the Suburban Edge community to serve the community's population. According to the 2040 Land Use Plan, the study area has land use designations of Office Park and Warehouse/Light Industrial.⁵ As shown in Figure 8 majority of the north, northwest, and northeast of the study area is designated Office Park while the southern and southwestern area of the study area is designated Warehouse/Light Industrial. Refer to Table 5 for description of each land use designation and allowed uses.

² Dakota County. 2013. *Lake Marion Greenway Master Plan*. Available at: <https://www.co.dakota.mn.us/parks/About/TrailPlanning/Documents/LakeMarionGreenwayMasterPlan.pdf>.

³ USDA. 2024. *Web Soil Survey*. Available at: <https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>

⁴ City of Lakeville. 2019. *2040 Comprehensive Plan*. Available at: <https://www.lakevillemn.gov/DocumentCenter/View/5466/Land-Use-Plan-PDF?bidId=>.

⁵ Ibid, page 91.

Table 5: Study Area Future Land Use Designations Purpose and Allowed Uses

Land Use Designation	Purpose	Allowed Uses
Office Park	To establish locations within Lakeville for professional office complexes, corporate office buildings, conference centers, and research and development cities in an environment with high aesthetic qualities and amenities.	Offices and conference centers. Retail sales and services, warehousing, and manufacturing may be allowed on a limited scale.
Warehouse/Light Industrial	To be oriented towards office, warehouse, and assembly of manufactured goods that can compatibly exist adjacent to office park, commercial, and general industrial uses.	Professional offices, distribution facilities, warehousing, assembly of manufactured goods.

Source: City of Lakeville. 2019. *Comprehensive Plan*. <https://www.lakevillemn.gov/DocumentCenter/View/5466/Land-Use-Plan-PDF?bidId=>

Vermillion River Watershed Joint Powers Organization

The study area is located within the Vermillion River Watershed Joint Powers Organization (VRWJPO) area. VRWJPO seeks to protect surface water, ground water, and natural resources within the Vermillion River watershed. Jurisdiction of the VRWJPO is provided under the Metropolitan Surface Water Management Act⁶ and the Metropolitan Area Local Water Management Rules⁷. The West Branch South Creek is located on the northwest side of the study area and is designated as a water quality corridor and tributary connector by the VRWJPO. Section 6.3 (G) of the VRWJPO Standards requires a 30-foot average, 20-foot minimum setback from water quality corridors.

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

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

Existing Zoning

According to the City of Lakeville Zoning Map, the majority of the study area is located within Light Industrial (I-1) zoning district, while the northern portion of the study area is located in Office Park (OP) zoning district (see Figure 7). Additionally, part of the Light Industrial zoning district is also part of a special district, Rural Agricultural Overlay

⁶ Minn. Stat. Chapter 103B: Water Planning and Project Implementation

⁷ Minn. Rules Chapter 8410: Metropolitan Water Management

district.⁸ The Rural Agricultural Overlay district is in place until the Municipal Urban Services Area (MUSA) expansion area has been realized.⁹

Office Park permitted uses include:

- Commercial printing establishments
- Conference centers
- Governmental and public utility buildings and structures; city of Lakeville only.
- Hotels
- Laboratories, research and development facilities
- Offices, general and medical
- Radio and television stations
- Trade and postsecondary schools
- Wholesale showrooms
- Light manufacturing that does not generate exterior smoke, dust, odor, fumes or noise emissions and is less than fifty percent (50%) of the principal building floor area
- Data centers
- Microdistilleries with or without tasting rooms
- Small breweries with or without taprooms

Light Industrial permitted uses include:

- Automobile repair, minor
- Building materials sales
- Commercial printing establishments
- Compounding, assembly, packaging, treatment, or storage of products and materials except waste
- Cross dock distribution facility
- Governmental and public utility buildings and structures; city of Lakeville only
- Laboratories, research and development facilities
- Manufacturing
- Office
- Outdoor civic events conducted by nonprofit organizations
- Radio and television stations
- Servicing of motor freight vehicles and heavy construction equipment
- Sexually oriented uses
- Trade schools
- Transportation terminals

⁸ City of Lakeville. 2023. *City of Lakeville Zoning Map*. Available at: <https://www.lakevillemn.gov/344/Zoning-Subdivision-Ordinances>.

⁹ City of Lakeville. 2019. *2040 Comprehensive Land Use Plan*, page 167. Available at: <https://www.lakevillemn.gov/DocumentCenter/View/5466/Land-Use-Plan-PDF?bidId=>.

- Warehousing, including self-storage facilities
- Wholesale businesses
- Data centers
- Breweries and small breweries
- Distilleries and microdistilleries

Additionally, the study area is not designated as an agricultural preserve and no wild and scenic rivers or critical areas exist within the study area.

Shoreland Overlay District

Shorelands within the City are designated as shoreland districts and any use, alternation and development must comply with the City's Municipal Code. Per the City's Municipal Code, the shoreland overlay district shall be applied to and superimposed upon all zoning districts and the shoreland would be classified. Classification of shoreland include shorelands identified on the City's zoning map, surface waters that have been given identification numbers by the state, or other surface waters identified as a wetland system.¹⁰ As shown in Figure 11, there exists a Minnesota Department of Natural Resources designated public watercourse and Figure 7 shows depicts the stream along with the shoreland boundary. Based on the classification criteria detailed in the City's Municipal Code, the stream and shoreland around the stream would be classified as a shoreland district. As such, development within the study area would be required to conform with the associated development regulations as outlined in Chapter 102 S, Shoreland Overlay District Section 11-102-17 of the City's Municipal code. The AUAR will further discuss compliance with associated regulations for development proposed within a shoreland overlay district.

FEMA National Flood Hazard

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (panel number 27037C0194E, effective 12/02/2011 and panel number 27037C0193E, effective 12/02/2011), the majority of the AUAR study area is located in an area of minimal flooding area, or Zone X, while the part of the northwestern corner of the study area is in a Special Flood Hazard Area subject to inundation by the 1% annual chance flood, Zone AE, where the base flood elevation has been determined. Additionally, a small portion of the flood Zone AE is within a Regulatory Floodway.¹¹ The AUAR will discuss design measures implemented to reduce impacts to the floodplain.

¹⁰ City of Lakeville. 2023. *Lakeville, MN code 11-102-9 Shoreland Classification*. Available at: https://codelibrary.amlegal.com/codes/lakevillemn/latest/lakeville_mn/0-0-0-12346.

¹¹ FEMA. 2024. *FEMA Flood Map 27037C0194E*. Available at: <https://msc.fema.gov/portal/search?AddressQuery=Lakeville%2C%20mn>.

*Lakeville Water Resource Management Plan*¹²

The Water Resources Management Plan (WRMP) serves as a comprehensive planning document to guide the City in protecting, preserving, and managing its surface water resources and stormwater system. The City will use the WRMP as a guide to reach goals related to water quality, flood management, and protection of property and waterbodies. The WRMP also includes specific goals and policies related to wetlands, habitats and floodplains.

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

No critical facilities are proposed as part of the project.

b. Discuss the project’s compatibility with nearby land uses, zoning, and plans listed in Item 9a above, concentrating on implications for environmental effects.

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

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

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

The AUAR will discuss the project’s compatibility with nearby land uses, zoning, parks and trails, and other relevant plans. The AUAR will also include a statement of certification from the RGU that its comprehensive plan complies with the requirements set out at Minnesota Rules, part 4410.3610, subpart 1.

¹² City of Lakeville. 2008. *Lakeville Water Resource Management Plan*. Available at: <https://lakevillemn.gov/DocumentCenter/View/408/Water-Resources-Management-Plan-PDF>.

1 Identify measures incorporated into the proposed project to mitigate any potential incompatibility as discussed in Item 9b above.

The proposed development scenarios are anticipated to be compatible with planned land use in the project vicinity. The AUAR will identify measures to mitigate any potential incompatibilities.

Figure 6: Existing Land Use

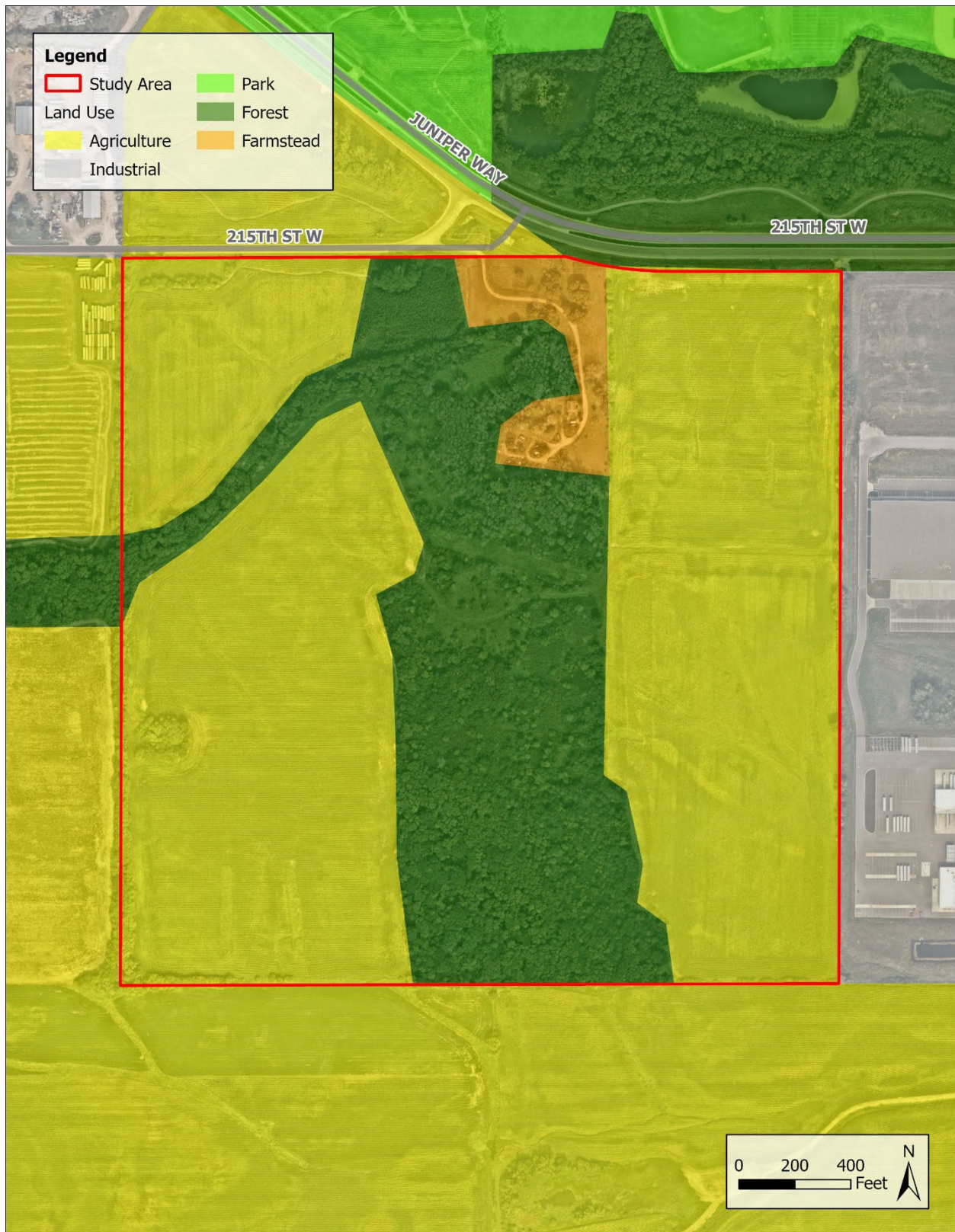


Figure 7: Existing Zoning

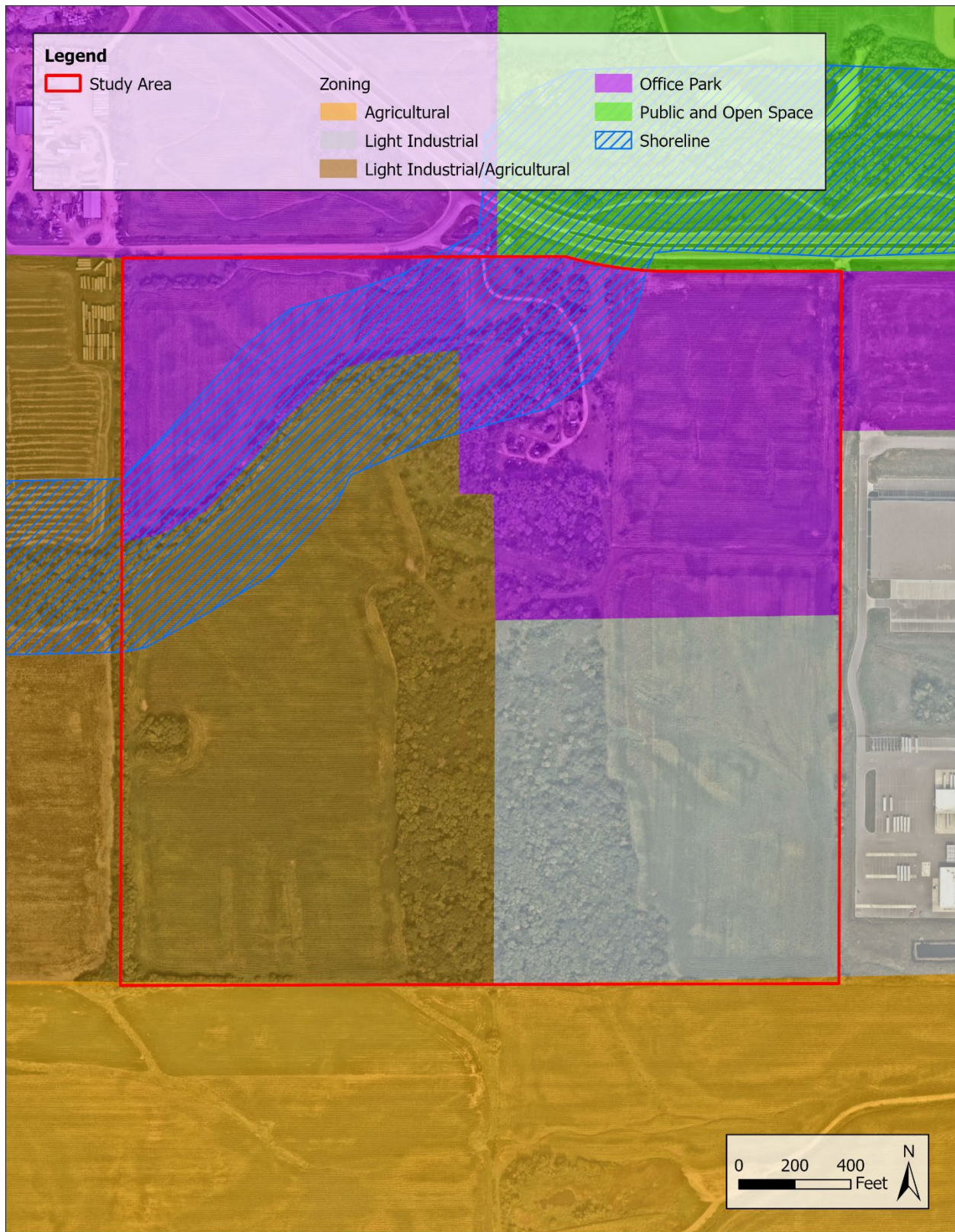
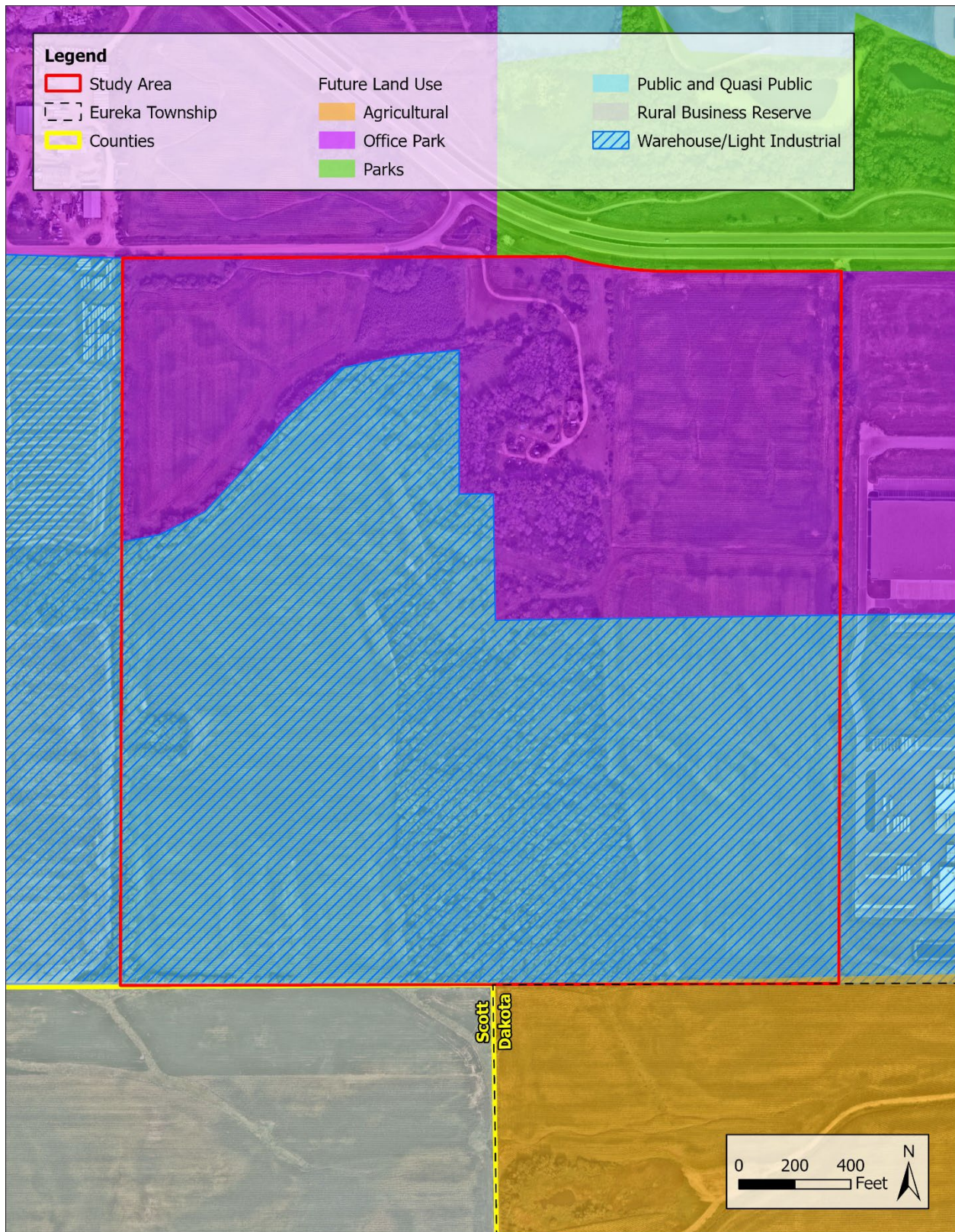


Figure 8: Future Land Use



11. GEOLOGY, SOILS, AND TOPOGRAPHY/LANDFORMS

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

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

According to the Geologic Atlas of Dakota County, the entirety of the AUAR study area is underlain by Paleozoic bedrocks. The Paleozoic rocks are characterized by relatively thin, widespread layers of sandstone, shale, and carbonate deposited in shallow seas during the Cambrian and Ordovician Periods. The entirety of the study area is within the *Shakopee Formation*, which is a heterolithic unit composed of tan- to orangish-brown dolostone, sandy dolostone, sandstone, and shale.¹³

There are no known sinkholes or unconfined/shallow aquifers located within the AUAR study area. Additionally, there are no karst conditions located within or near the study area.

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

- b. Soils and Topography – Describe the soils on the site, giving NRCS (SCS) classifications and descriptions, including limitations of soils. Describe topography, any special site conditions relating to erosion potential, soil stability, or other soil limitations, such as steep slopes or highly permeable soils. Provide estimated volume and acreage of soil excavation and/or grading. Discuss impacts from project activities (distinguish between construction and operational activities) related to soils and topography. Identify measures during and after project construction to address soil limitations including stabilization, soil corrections, or other measures. Erosion/sedimentation control related to stormwater runoff should be addressed in response to Item 11.b.ii.**

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

¹³ University of Minnesota. 2023. *Bedrock Geology*. Available at: <https://conservancy.umn.edu/server/api/core/bitstreams/699a0e2d-0666-491d-89d9-ffda1c6b2ed0/content>.

According to the Natural Resources Conservation Service (NRCS) Web Soil Survey, the study area is comprised of 12 different soil types. Soils are classified by the NRCS into four hydrologic soil groups, A, B, C, and D, with A having the lowest runoff potential and D having the greatest runoff potential. The erosion hazard indicates the hazard of soil loss from off-road areas after disturbance activities that expose the soil surface. All soil information for the Study Area is described in Table 6 and locations within the study area are shown in Figure 9. Within the project site, 8.2 percent of the soil surface is mapped with a “moderate” rating, indicating that some erosion is likely in these areas and that erosion control measures may be needed. The remaining 91.8 percent of the study area is mapped with a “slight” rating, meaning that erosion is unlikely under ordinary climatic conditions.

According to USGS, the approximate maximum elevation within the study area is 1,080 feet above mean sea level and water would generally flow toward the north; however, there is a low point in the southeast corner of the study area.¹⁴

The AUAR will include a general discussion of the likely earthmoving needs for the development and identify measures to minimize erosion and identify short-term and long-term establishment and erosion control plans that account for seasonal changes and comply with permit conditions.

Any additional information provided by the developer will be utilized to supplement the information provided above.

Table 6: Soil Types

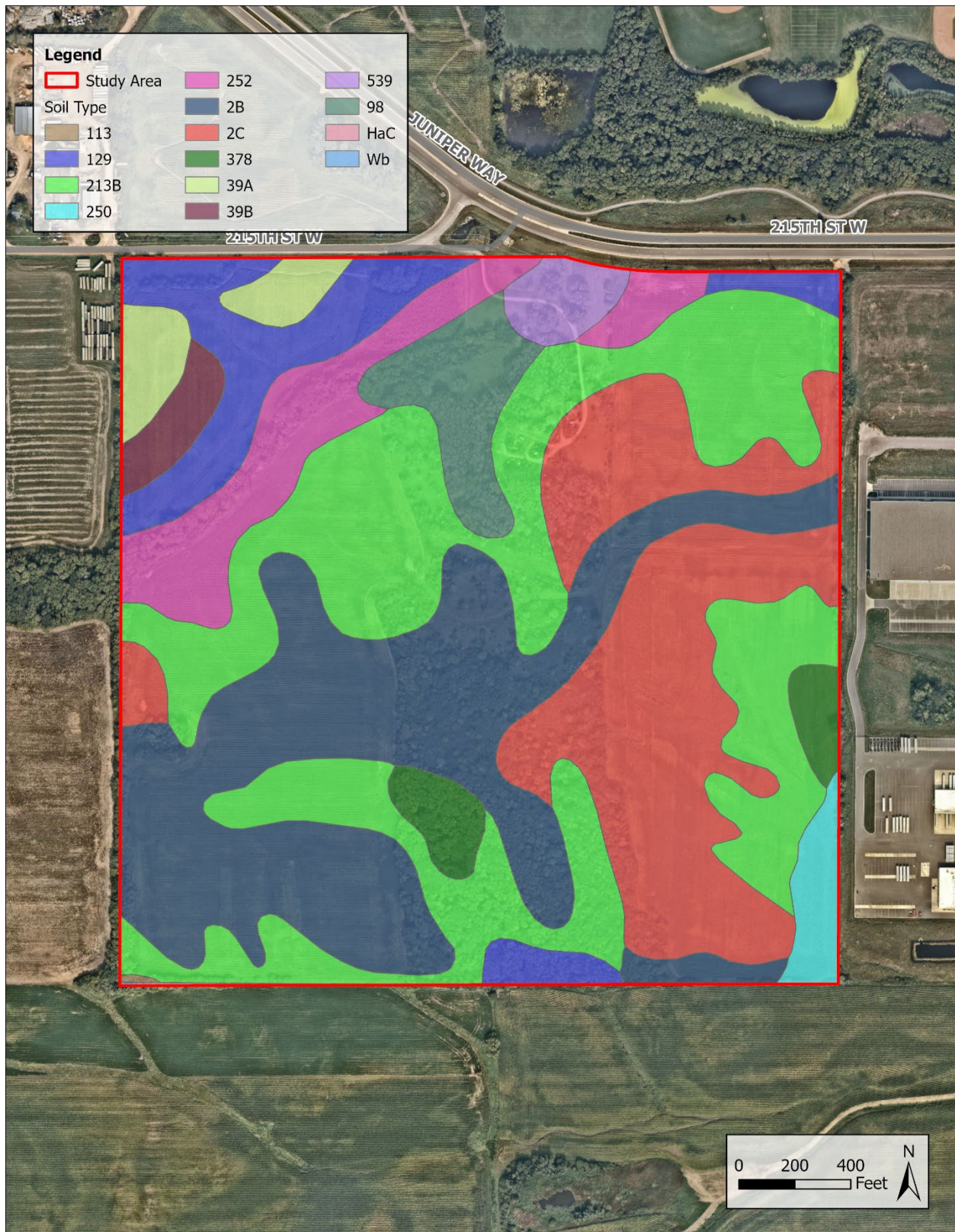
Map unit symbol	Map unit name	Acres in AOI	Percent of AOI	Farmland Rating	Hydric Rating	Hydrologic Soil Group	Erosion Hazard Rating
2B	Ostrander loam, 1 to 6 percent slopes	36.1	23.6%	All areas are prime farmland	0	B	Slight
2C	Ostrander loam, 6 to 12 percent	29.2	19.1%	Farmland of statewide importance	0	B	Slight
39A	Wadena loam, 0 to 2 percent slopes	3.9	2.6%	All areas are prime farmland	1	B	Slight
39B	Wadena loam, 2 to 6 percent slopes	2.1	1.4%	All areas are prime farmland	0	B	Slight

¹⁴ USGS. n.d. *The National Map Viewer*. Available at: <https://apps.nationalmap.gov/viewer/>.

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Map unit symbol	Map unit name	Acres in AOI	Percent of AOI	Farmland Rating	Hydric Rating	Hydrologic Soil Group	Erosion Hazard Rating
98	Colo slit loam, occasionally flooded	5.7	3.7%	Prime farmland if protected from flooding or not frequently flooded during the growing season	95	B/D	Slight
113	Webster clay loam, 0 to 2 percent slopes	0.0	0.0%	Prime farmland if drained	95	C/D	Slight
129	Cylinder loam, 0 to 2 percent slopes	12.5	8.2%	All areas are prime farmland	15	B/D	Moderate
213B	Klinger silt loam, 1 to 5 percent slopes	44.1	28.8%	All areas are prime farmland	5	B/D	Slight
250	Kennebec silt loam	2.0	1.3%	All areas are prime farmland	0	C	Slight
252	Marshan silty clay loam	11.3	7.4%	Prime farmland if drained	90	B/D	Slight
378	Maxfield silty clay loam	3.2	2.1%	Prime farmland if drained	95	C	Slight
539	Klossner much, 0 to 1 percent slopes	2.6	1.7%	Farmland of statewide importance	100	C/D	Slight
Source: United States Department of Agriculture. 2024. <i>Web Soil Survey</i> . https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx .							

Figure 9: Soil Types



12. WATER RESOURCES

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

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

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

The field wetland delineation conducted by Kimley-Horn in 2024 identified five wetlands within the study area as shown in Figure 11. The AUAR will include a summary of the findings from the wetland delineation.

As shown in Figure 11, no MPCA 303d Impaired Waters are located within the study area or within one mile of the study area. The closest MPCA 303d Impaired Water is Marion Lake, located approximately 1.2 miles north of the study area.¹⁵ The Mississippi River Corridor Critical Area is not within one mile of the AUAR Study Area.¹⁶ The West Branch South Creek is a designated trout stream that has special regulations and is located within the northwestern corner of the study area.¹⁷ Additional water resources identified during the wetland delineation as well as potential impacts to surface waters and mitigation measures, if applicable, will be discussed in the AUAR.

The project site is located within the (Vermillion River Watershed Joint Powers Organization) VRWJPO area.

Runoff from the study area generally drains northwest, toward the trout stream. However, a low point does exist in the southeastern corner of the study area.

¹⁵ Minnesota Pollution Control Agency. 2024. *Impaired Waters: final 2024*. Available at: <https://mpca.maps.arcgis.com/apps/webappviewer/index.html?id=fcfc5a12d2fd4b16bc95bb535d09ae82>.

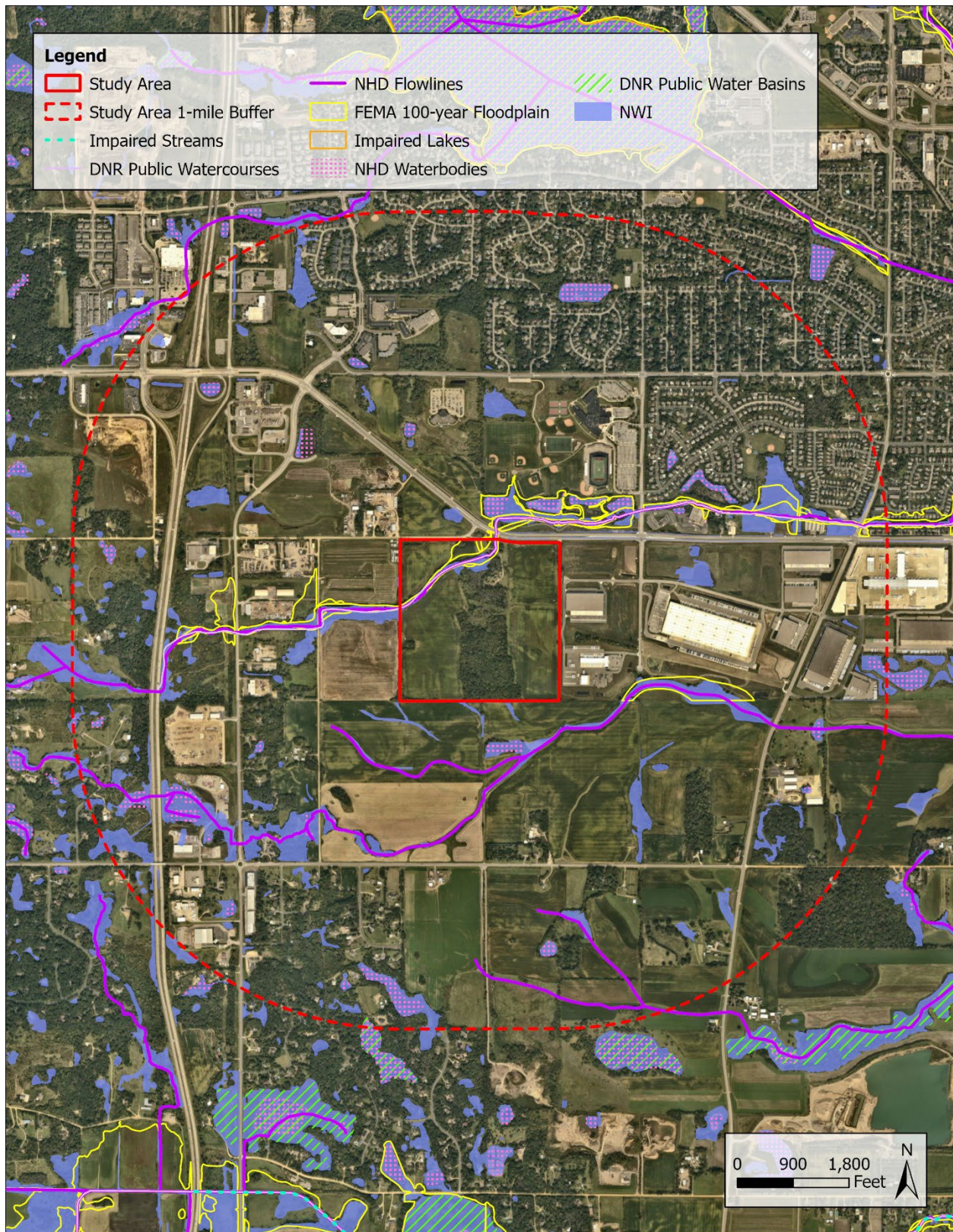
¹⁶ Minnesota Department of Natural Resources. 2024. *Background and Purpose MRCCA*. Available at: https://www.dnr.state.mn.us/waters/watermgmt_section/critical_area/background-and-purpose.html.

¹⁷ Minnesota Department of Natural Resources. 2024. *Trout Fishing Streams and Lakes*. Available at: <https://www.dnr.state.mn.us/fishing/trout/map.html>.

Figure 10: Delineated Wetlands



Figure 11: Surface Water Resources



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

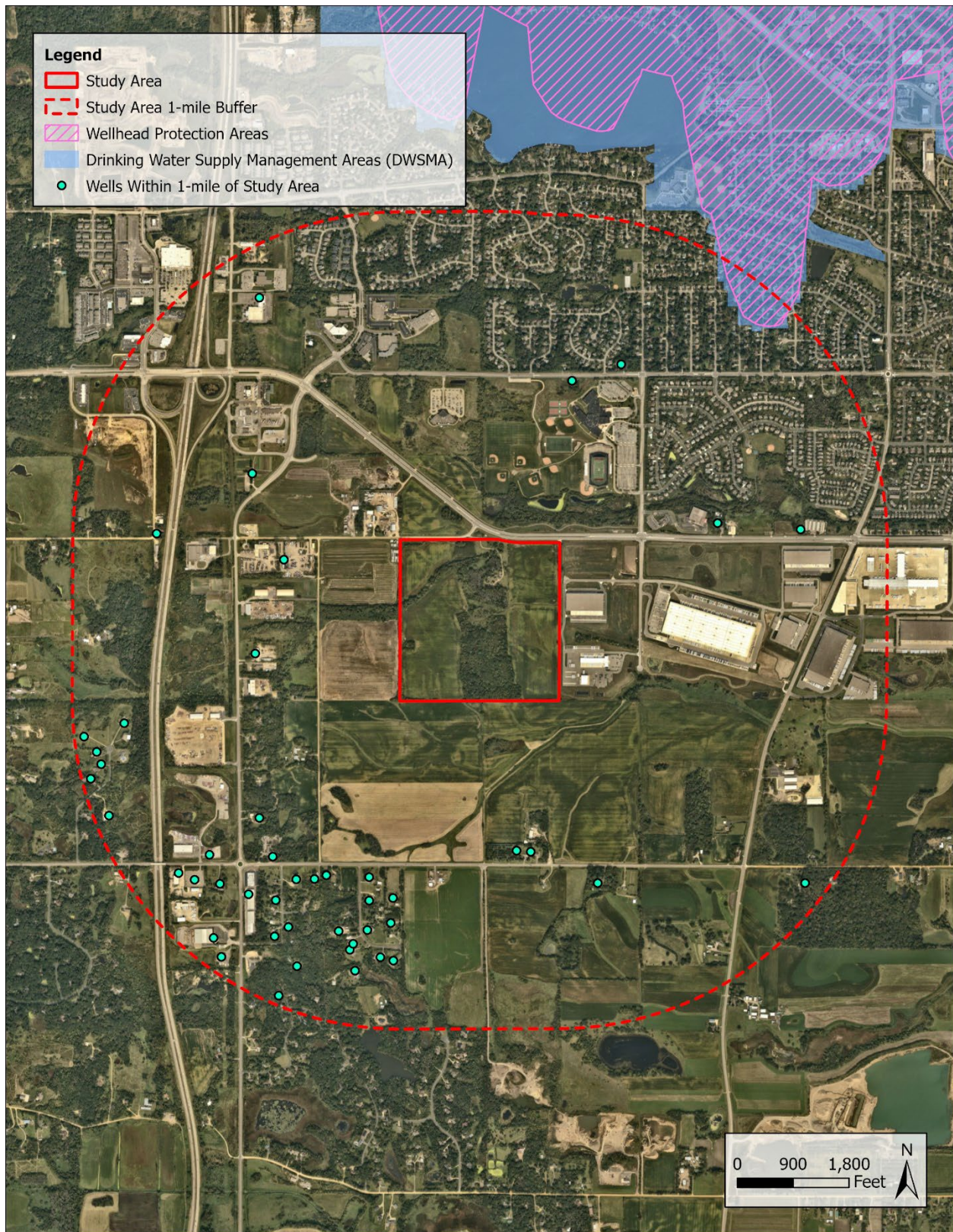
According to the Geologic Atlas of Dakota County, hydrogeology surveys, which include discussion of depth to groundwater, have yet to be completed. However, the majority of the groundwater that supplies Dakota County comes from the Paleozoic bedrock formations. The depth to the bedrock within the study area ranges from 176 feet to 250, and even down to 275 in some areas.¹⁸

According to the Minnesota Department of Health, and as shown in Figure 12, no wells are located within the AUAR study area; however, there are several wells located within one mile of the study area, with the majority located to the southwest. Further, no portion of the study area is within a wellhead protection area.¹⁹

¹⁸ University of Minnesota. 2023. *Bedrock Geology*. Available at: <https://conservancy.umn.edu/server/api/core/bitstreams/699a0e2d-0666-491d-89d9-ffda1c6b2ed0/content>.

¹⁹ Minnesota Department of Health. *Source Water Protection Web Map Viewer*. Available at: <https://mdh.maps.arcgis.com/apps/View/index.html?appid=8b0db73d3c95452fb45231900e977be4>

Figure 12: Groundwater Resources



b. Describe effects from project activities on water resources and measures to minimize or mitigate the effects below.

i. Wastewater – For each of the following, describe the sources, quantities, and composition of all sanitary, municipal/domestic, and industrial wastewaters projected or treated at the site.

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

- *Only domestic wastewater should be considered in an AUAR—industrial wastewater would be coming from industrial uses that are excluded from review through an AUAR process*
- *Wastewater flows should be estimated by land use subareas of the AUAR area; the basis of flow estimates should be explained*
- *The major sewer system features should be shown on a map and the expected flows should be identified*
- *If not explained under Item 6, the expected staging of the sewer system construction should be described*
- *The relationship of the sewer system extension to the RGU’s comprehensive sewer plan and (for metro area AUARs) to Metropolitan Council regional systems plans, including MUSA expansions, should be discussed. For non-metro area AUARs, the AUAR must discuss the capacity of the RGU’s wastewater treatment system compared to the flows from the AUAR area; any necessary improvements should be described.*
- *If on-site systems will serve part of the AUAR, the guidance in the February 2000 edition of the EAW Guidelines on page 16 regarding item 18b under Residential development should be followed.*

1) If the wastewater discharge is to a publicly owned treatment facility, identify any pretreatment measures and the ability of the facility to handle the added water and waste loadings, including any effects on, or required expansion of, municipal wastewater infrastructure.

It is assumed that sanitary sewer service for the AUAR study area will be provided by existing City sanitary sewer connections in the area. The AUAR will discuss Minnesota Pollution Control Agency (MPCA) and Metropolitan Council Environmental Services (MCES) requirements and potential pretreatment measures for industrial wastewater. The AUAR will evaluate the estimated wastewater flows for the proposed development scenarios, and the existing City sanitary sewer system will be evaluated to determine if there is adequate capacity to convey wastewater. Appropriate mitigation measures or system improvements will be identified, if needed.

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

No subsurface sewage treatment systems (SSTS) are anticipated within the AUAR study area for the proposed development scenario.

- 3) If the wastewater discharge is to surface water, identify the wastewater treatment methods, discharge points, and proposed effluent limitations to mitigation impacts. Discuss any effects to surface or groundwater from wastewater discharges.

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

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

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

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

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

There is currently minimal impervious surface area within the study area. The total amount of impervious surface under the development scenarios will be described in the AUAR.

The AUAR will address stormwater rates, water quality, and volumes for the AUAR study area, and any temporary and permanent stormwater run-off controls will be identified. An existing and proposed conditions analysis will be completed showing the locations of the temporary and permanent stormwater run-off controls.

The National Pollution Discharge Elimination System (NPDES) permit requirements will be adhered to. Special or impaired waters on or near the site will be identified.

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

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

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

The water supply for the study area will be obtained from the City of Lakeville. The City provides water to residents from several groundwater wells and maintains six water towers and one ground storage tank.²⁰ The AUAR will evaluate the existing and proposed infrastructure needs, and will discuss the viability of supplementing City water with alternative water sources.

Drilling a private well for industrial purposes would be allowed by the Dakota County Delegated Well Program should the proposed construction of the well meet both MDH rules 4725 and Dakota County Ordinance No. 114.

Handling of any required construction dewatering discharge will be addressed in the AUAR. The AUAR will also discuss the water demands for the site and the existing city water system capacity. Mitigation strategies or system improvements, if applicable, will be identified in the AUAR.

iv. Surface Waters

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

A wetland delineation has been completed for this project. The AUAR will address potential wetland impacts based on the proposed scenarios, and mitigation strategies will be identified, if applicable. If wetland mitigation is required, the AUAR will discuss wetland replacement plan procedures and identify the regulatory agency governing the impacted wetlands. The AUAR will also address climate trends and anticipated climate change in the general location of the study area that may influence impacts.

2) Other surface waters – Describe any anticipated physical effects or alterations to surface water features (lakes, streams, ponds, intermittent channels, county/judicial ditches) such as draining, filling, permanent inundation, dredging, diking, stream diversion, impoundment, aquatic plant removal, and riparian

²⁰ City of Lakeville. n.d. *Water*. Available at: <https://www.lakevillemn.gov/280/Water>.

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

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

Wetlands are present within the AUAR study area. Surface water alterations will be discussed in the AUAR in addition to any associated direct and indirect impacts.

13. CONTAMINATION/HAZARDOUS MATERIALS/WASTES

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

The AUAR will review the Minnesota Pollution Control Agency's (MPCA) What's In My Neighborhood database and Dakota County's MPCA site inventory to determine if any known contaminated properties or potential environmental hazards are located within and adjacent to the AUAR study area.

- b. Project Related Generation/Storage of Solid Wastes – Describe solid wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from solid waste handling, storage, and disposal. Identify measures to avoid, minimize, or mitigate adverse effects from the generation/storage of solid waste including source reduction and recycling.**

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

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

- c. Project Related Use/Storage of Hazardous Materials – Describe chemicals/hazardous materials used/stored during construction and/or operation of the project including method of storage. Indicate the number, location, and size of any above or below ground tanks to**

store petroleum or other materials. Discuss potential environmental effects from accidental spills or releases of hazardous materials. Identify measures to avoid, minimize, or mitigate adverse effects from the use/storage of chemicals/hazardous materials including source reduction and recycling. Include development of a spill prevention plan.

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

The AUAR will identify any potential future storage tanks anticipated as part of the proposed development and if any existing storage tanks are anticipated to be used under the development scenarios.

- d. Project Related Generation/Storage of Hazardous Wastes – Describe hazardous wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from hazardous waste handling, storage, and disposal. Identify measures to avoid, minimize, or mitigate adverse effects from the generation/storage of hazardous wastes including source reduction and recycling.**

AUAR Guidance: Not required for an AUAR.

Not applicable.

14. FISH, WILDLIFE, PLANT COMMUNITIES, AND SENSITIVE ECOLOGICAL RESOURCES (RARE FEATURES)

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

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

No native plant communities or critical habitats under the jurisdiction of the United States Fish and Wildlife Service (USFWS) are located within the study area.²¹

Habitats that can be found within the study area include grasslands, wetlands, and woodlands. Wildlife that can be found within the study area include birds, small mammals, and insects. There are no areas of biodiversity significance within one mile of the study area. Additionally, there are no areas ecologically significant within one mile of the study area.

The AUAR will address the cover types for the existing conditions and the post-construction scenarios. Additionally, the removal of any trees within the study area will be discussed in the AUAR in addition to compliance with the City's tree preservation ordinance.

- b. Describe rare features such as state-listed (endangered, threatened, or special concern) species, native plant communities, Minnesota County Biological Survey Sites of Biodiversity Significance, and other sensitive ecological resources on or within close proximity to the site.**

²¹ USFWS. ND. Critical Habitat for Threatened & Endangered Species. Available at: <https://fws.maps.arcgis.com/home/webmap/viewer.html?webmap=9d8de5e265ad4fe09893cf75b8dbfb77>.

Provide the license agreement number and/or correspondence number (ERDB) from which the data were obtained and attach the Natural Heritage letter from the DNR. Indicate if any additional habitat or species survey work has been conducted within the site and describe results.

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

As stated above, no areas of biodiversity significance or ecological significance are located within or near the study area. Further, no native plant communities exist within or near the study area.

State-Listed Species

Kimley-Horn conducted a review of the DNR Natural Heritage Information System (NHIS) in November 2024 per license agreement LA-2024-006 for the study area and area within a one-mile radius for state-listed threatened, endangered, and special concern species (*DNR response is pending*). The results of the review will be discussed in the AUAR. Any potential impacts to wildlife habitat, federally listed species, and state-listed species will be provided in the AUAR.

Federally-Listed Species

The U.S. Fish and Wildlife (USFWS) Service Information for Planning and Conservation (IPaC) tool was used to identify federally-listed species within or near the AUAR Study Area. This review identified two federally-listed endangered species, the Northern Long-eared Bat (*Myotis septentrionalis*) and Rusty patched bumble bee (*Bombus affinis*). This review also identified one federally-listed candidate species, monarch butterfly (*Danaus Plexippus*), one experimental population, whooping crane (*Grus americana*), and one proposed threatened species, western regal fritillary (*Argynnis idalia occidentalis*).

Northern Long-Eared Bat

A record for the Northern Long-eared Bat (NLEB) is located within Dakota County. NLEB was previously listed as threatened but was designated a federally endangered species by USFWS in May 2022.²² According to the Minnesota DNR, NLEB have been found in the winter in Minnesota in natural caves, sand mines, and iron mines. In summer, the species is often found within forested habitats, especially around wetlands. Roosting sites include loose bark, broken tree limbs, cavities, and cracks in a tree.²³ The study area would include the removal of existing woodland habitat that may be considered suitable for NLEB area and thus, there is the potential

²² USFWS. Northern Long-Eared Bat. Available at: <https://ecos.fws.gov/ecp/species/9045>

²³ Minnesota DNR. *Rare Species Guide*. Available at: <https://www.dnr.state.mn.us/rsg/profile.html?action=elementDetail&selectedElement=AMACC01150>

for the NLEB to utilize the site. As such, consultation with USFWS is required. Potential impacts to the NLEB and mitigation measures will be discussed in the AUAR.

Monarch Butterfly

The Monarch butterfly is designated as a candidate species for official listing by the USFWS. The preferred habitat for this species is prairie where milkweed and flowers are present. According to the USFWS, there are many potential reasons for the butterfly's decline, including habitat loss at breeding and overwintering sites, disease, pesticides, logging at overwintering sites, and climate change.²⁴ The Monarch butterfly is currently a candidate species and is not yet listed or proposed for listing; consultation with USFWS is not required for candidate species.

Whooping Crane

The whooping crane is designated as an experimental population, non-essential species by the USFWS. Non-essential experimental populations are treated as threatened species on National Wildlife Refuge and National Park land (require consultation under 7(a)(2) of the ESA) and as a proposed species on private land (no section 7(a)(2) requirements, but Federal agencies must not jeopardize their existence (section 7(a)(4))). The preferred habitat for the species includes shallow marshes and adjacent, open grasslands.²⁵ The project will not occur on federal land; therefore, consultation with USFWS is not required for the species.

Rusty Patched Bumble Bee

Rusty patched bumble bees live in colonies that include a single queen and female workers. The colony produces males and new queens in late summer. Rusty patched bumble bees mostly occupy grasslands and tall grass prairies.²⁶ The rusty patched bumble bee is federally listed as endangered. The AUAR will discuss potential impacts to rusty patched bumble bees and provide necessary mitigation measures, if applicable.

Western Regal Fritillary

The western regal fritillary is a butterfly species that is known to occur in Minnesota and was identified as potentially occurring within the study area. The species is not federally listed but is proposed threatened; consultation with USFWS is not required at this time.

Migratory Birds – Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA) prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by USFWS. USFWS has the responsibility under the MBTA to prevent the mortality of migratory birds and provide recommendations to mitigate or reduce potential impacts to migratory birds, such as initiating clearing of forested habitats outside of the nesting season (generally March 1 to August 31) or requiring nest surveys to be conducted prior to clearing or other construction related activities to avoid injury to eggs or nestlings.

²⁴ USFWS. Monarch Butterfly. Available at: <https://ecos.fws.gov/ecp/species/9743>

²⁵ USFWS. Whooping Crane. Available at: <https://ecos.fws.gov/ecp/species/758>

²⁶ USFWS. Rusty Patched Bumble Bee. Available at: <https://ecos.fws.gov/ecp/species/9383>.

In addition to the species identified above, the IPaC results indicated that several migratory bird species, including the bald eagle (*Haliaeetus leucocephalus*), have the potential to be present in the study area. As such, the AUAR will discuss in further detail the probability of presence for migratory birds and associated mitigation measures to reduce impacts to the bald eagle and other migratory birds protected under the MBTA.

- c. **Discuss how the identified fish, wildlife, plant communities, rare features, and ecosystems may be affected by the project. Include a discussion on introduction and spread of invasive species from the project construction and operation. Separately discuss effects to known threatened and endangered species.**

Invasive Species

Invasive species are a major cause of biodiversity loss and are considered biological pollutants by the DNR. Invasive species can be moved on construction equipment, landscaping equipment, and other debris. The AUAR will include a discussion on best management practices to prevent the introduction and spread of invasive species during construction and operation.

Stormwater

Stormwater run-off can cause a number of environmental problems. When stormwater drains off a construction site, it can carry sediment and pollutants that harm lakes, rivers, streams, and wetlands which in turn may harm wildlife. Strategies for stormwater management and treatment of stormwater run-off within the study area will be discussed in Section 12 of the AUAR.

Impacts to protected species and habitats

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

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

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

15. HISTORIC PROPERTIES

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

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

According to the State Historic Preservation Office, no known above-ground historic resources are identified on the available public map.²⁷ Further, no identified archaeological resources are located within the study area, per the Minnesota Office of the State Archaeologist. The closest archaeological sites to the study area are located to the north and the south, approximately 0.6 mile and 0.9 mile, respectively.²⁸ The AUAR will discuss the results of this database review and any potential impacts to archaeological, historical, and/or architectural resources as well as any applicable mitigation strategies.

16. VISUAL

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

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

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

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

17. AIR

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

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

Not applicable to an AUAR.

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

²⁷ MnDOA. Minnesota’s Statewide Historic Inventory. Available at: <https://mnship.gisdata.mn.gov/>

²⁸ MnOSA. MN OSA Public Viewer. Available at: <https://osaportal.gisdata.mn.gov/OSAViewer>.

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

The Minnesota Department of Transportation (MnDOT) has developed a screening method designed to identify intersections that will not cause a carbon monoxide (CO) impact above state standards. MnDOT has demonstrated that even the 10 highest traffic volume intersections in the Twin Cities do not experience CO impacts. Therefore, intersections with traffic volumes lower than these 10 highest intersections will not cause a CO impact above state standards. MnDOT's screening method demonstrates that intersections with total daily approaching traffic volumes below 82,300 vehicles per day will not have the potential for causing CO air pollution problems. None of the intersections in the study area exceed the criteria that would lead to a violation of the air quality standards.²⁹

No further air quality analysis is anticipated for the AUAR.

- c. Dust and Odors – Describe sources, characteristics, duration, quantities, and intensity of dust and odors generated during project construction and operation. (Fugitive dust may be discussed under Item 16a). Discuss the effect of dust and odors in the vicinity of the project including nearby sensitive receptors and quality of life. Identify measures that will be taken to minimize or mitigate the effects of dust and odors.**

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

The AUAR will include discussion of dust control ordinances, including best management practices that would be applicable during demolition and construction within the AUAR study area. Any demolition activities must comply with state and federal regulations that require inspection of the structure for hazardous materials such as asbestos, lead based paint, light ballasts, thermostats, stored chemicals, and ozone depleting chemicals.

18. GREENHOUSE GAS (GHG) EMISSIONS/CARBON FOOTPRINT

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

About Greenhouse Gases (GHGs)

²⁹ MnDOT. Traffic Mapping Application. Available at:
<https://mndot.maps.arcgis.com/apps/webappviewer/index.html?id=7b3be07daed84e7fa170a91059ce63bb>

Certain gases in the earth’s atmosphere, classified as greenhouse gases (GHGs), play a critical role in determining the earth’s surface temperature. Solar radiation enters the earth’s atmosphere from space. A portion of the radiation is absorbed by the earth’s surface and a smaller portion of this radiation is reflected back toward space. This absorbed radiation is then emitted from the earth as low-frequency infrared radiation. The frequencies at which bodies emit radiation are proportional to temperature. Because the earth has a much lower temperature than the sun, it emits lower-frequency radiation. Most solar radiation passes through GHGs; however, infrared radiation is absorbed by these gases. As a result, radiation that otherwise would have escaped back into space is instead “trapped,” resulting in a warming of the atmosphere. This phenomenon, known as the greenhouse effect, is responsible for maintaining a habitable climate on earth.

The primary GHGs contributing to the greenhouse effect are carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). Fluorinated gases also make up a small fraction of the GHGs that contribute to climate change. Examples of fluorinated gases include chlorofluorocarbons (CFCs), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulfur hexafluoride (SF₆), and nitrogen trifluoride (NF₃); however, it is noted that these gases are not associated with typical land use development. Human-caused emissions of GHGs exceeding natural ambient concentrations are believed to be responsible for intensifying the greenhouse effect and leading to a trend of unnatural warming of the earth’s climate, known as global climate change or global warming.³⁰

Project Related GHG Emissions

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

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

The projected GHG emissions will be provided on an average annual basis using the CO₂ equivalent (CO₂e) and include the proposer’s best estimate of average annual emissions over the proposed life/design service life of future development. The estimates will also include emissions from the construction and operating phases of the scenario. Emissions will be estimated using the US Environmental Protection Agency’s Simplified GHG Emissions Calculator (SGEC) (Version 7 June 2021)³¹ and will be summarized by project phase (i.e., construction and operations) and source type (e.g., combustion from mobile equipment, off-site electricity).

b. GHG Assessment

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

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

³⁰ Summarized from U.S. EPA, Overview of Greenhouse Gases: <https://www.epa.gov/ghgemissions/overview-greenhouse-gases>

³¹ Source: <https://www.epa.gov/climateleadership/simplified-ghg-emissions-calculator>

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

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

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

The Next Generation Energy Act requires the state to reduce greenhouse gas emissions in the state by 80 percent between 2005 and 2050, while supporting clean energy, energy efficiency, and supplementing other renewable energy standards in Minnesota. The MPCA’s biennial GHG emissions reduction report from 2023 identifies strategies for reducing emissions in the three economic sectors with the highest emissions – transportation, electricity generation, and agriculture, forestry, and land use.

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

19. NOISE

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

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

If the area will include or adjoin major noise sources, a noise analysis is needed to determine if any noise levels in excess of standards would occur, and if so, to identify appropriate mitigation measures. With respect to traffic-generated noise, the noise analysis should be based on the traffic analysis of Item 18.

Existing Noise

The AUAR study area currently consists of primarily agricultural and forested land. The existing noise sources at the site consist mainly of the surrounding roadways.

Construction Noise

As stated in the AUAR guidelines, construction noise need not be addressed unless there is some unusual reason to do so. No unusual circumstances have been identified that would necessitate a detailed construction noise analysis. The City’s municipal code regulates the hours of operation for

construction equipment. Construction activities are prohibited between the hours of 10:00 p.m. and 7:00 a.m.³² Construction of the proposed project would comply with these requirements.

Traffic Generated Noise

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

Traffic volumes in the project area are either on roadways that do not have receivers that are sensitive to noise, or the traffic levels attributable to the project are well below the amount that would generate a sound increase that could be noticeable.

The change in traffic noise levels is not anticipated to be readily perceptible.

Operational Noise

According to the City's Code of Ordinances, noises emanating from any use shall comply with and be regulated by the State of Minnesota pollution control standards and rules.³³ As such, all future development will be required to comply with these requirements. The AUAR will include a discussion of operational noise and identify potential operational noise mitigation measures.

20. TRANSPORTATION

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

The information listed above will be provided in the traffic and transportation analysis that will be included in the AUAR. Coordination will occur with the City of Lakeville to determine analysis scenarios and trip generation for the traffic study. The trip generation will be calculated based on the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation, 11th Edition.

Transit

Currently, there are no convenient alternative transportation routes serving the study area. It is not anticipated that there will be significant change in transit usage.

³² City of Lakeville. 2024. *Lakeville, MN Code of Ordinances Section 4-1-4-2*. Available at: https://codelibrary.amlegal.com/codes/lakevillemn/latest/lakeville_mn/0-0-0-2043.

³³ City of Lakeville. 2024. *Lakeville, MN Code of Ordinances Section 11-16-25*. Available at: https://codelibrary.amlegal.com/codes/lakevillemn/latest/lakeville_mn/0-0-0-6498.

Bike and Pedestrian Infrastructure

South Creek Greenway, a bike and pedestrian trail travels along the north side of 215th St (CSAH 70), just north of the study area. No pedestrian or bike facilities are proposed.

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

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

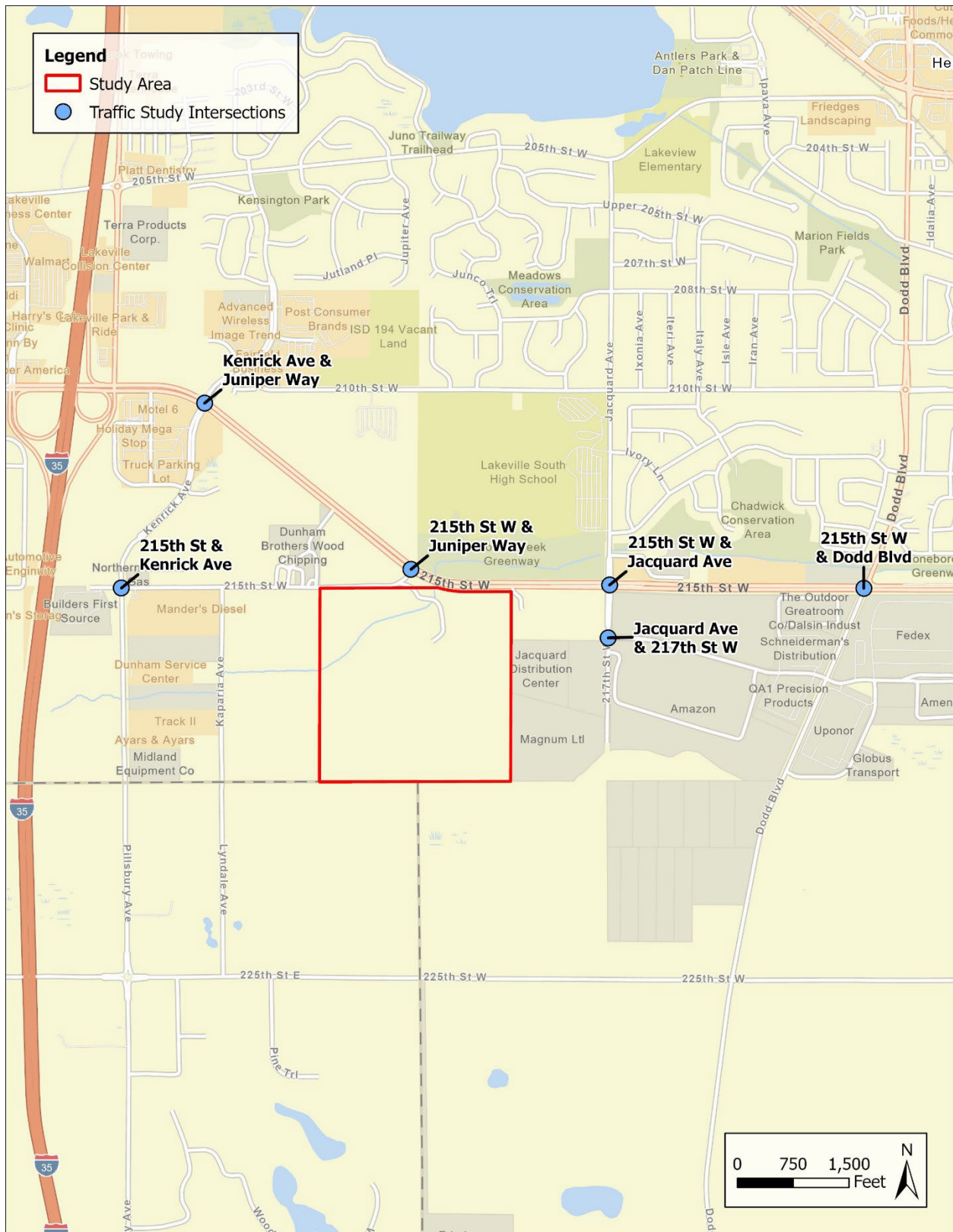
A traffic impact study will be completed as part of the AUAR because the trip generation is anticipated to exceed the 250-trip peak hour vehicle threshold. The traffic impact study will be summarized in the AUAR, including information on estimated traffic generation, traffic impacts, relevant information from relevant transportation plans and traffic studies, and potential improvements and mitigation measures. The analysis will be completed for existing conditions as well as future no-build and build conditions for the opening year of the development and the 20 year forecasted condition. The AUAR will include intersection capacity analyses for intersections adjacent to the AUAR study area and will include the review of intersection operations at site access points. The following intersections will be included in the analysis and are shown in Figure 13:

- Kenrick Avenue & Juniper Way
- 215th Street W & Juniper Way
- 215th Street W & Jacquard Avenue
- 215th Street W & Kenrick Avenue
- Jacquard Avenue & 217th Street W
- 215th Street W & Dodd Boulevard

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

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

Figure 13: Traffic Study Intersections



21. CUMULATIVE POTENTIAL EFFECTS

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

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

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

Cumulative effects are defined as the “effect on the environment that results from the incremental effects of a project in addition to other projects in the environmentally relevant area that might reasonably be expected to affect the same environmental resources, including future projects actually planned or for which a basis of expectation has been laid, regardless of what person undertakes the other projects or what jurisdictions have authority over the projects.”³⁴ The geographic areas considered for cumulative effects are those areas adjacent to the AUAR study area, and the timeframe considered includes projects that would be constructed in the reasonably foreseeable future (by 2030).

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

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

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

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

³⁴ Minnesota Rules, part 4410.0200, subpart 11a

22. OTHER POTENTIAL ENVIRONMENTAL EFFECTS

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

Additional Environmental Effects

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

ATTACHMENT B



January 6, 2025

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

Thank you for the opportunity to review the Scoping Alternative Urban Areawide Review (AUAR) for approximately 152 acres on four parcels in Lakeville. Olam Holdings proposes developing the study area from existing farmland to light industrial or office park uses. County Physical Development staff reviewed the document and offer the following comments for consideration.

Transportation

Dakota County Transportation Staff has reviewed the Scoping AUAR and has the following comments regarding intersections to include in the future AUAR traffic study. Please consider the following intersections and roadway alignments when conducting the AUAR traffic study.

- The County, City and Likewise (developer of the property north of County State Aid Highway (CSAH) 70) are coordinating future full access on CSAH 70 at a location near the existing right-in/right-out access that serves Dunham Brothers Wood Chipping. Please include this location as a full access intersection in the future AUAR traffic study.
- With this future full access location, the City is considering updating its future roadway network plan to include a north-south local roadway extending from the future access on CSAH 70 and aligning on the Olam Holdings I LLC property's west boundary, to connect with the future east-west 217th Street West extension.
- The existing CSAH 70 and 215th Street West full access intersection will become a restricted access intersection in the future with the full access location moving to the northwest. The potential for removal of this intersection is also a possibility. Please consider these restrictions for this intersection.
- Transportation staff supports a future north-south roadway connection between 217th Street West and CSAH 70 on the eastern boundary of the Olam Holdings I LLC property. This future access should be considered as a restricted access as an existing full access to CSAH 70 is in place to the east of the site at Jacquard Avenue. Please include this location as a partial access intersection in the future AUAR traffic study

Physical Development Division

P 952-891-7000 **F** 952-891-7031 **W** www.dakotacounty.us
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Environmental Resources

Environmental Resources conducted an Environmental Review of the subject area relating to the Scoping AUAR for Olam Development request from the City of Lakeville.

Numerous structures are or were present on the subject property since at least 1916. Foundations, buried debris, septic systems and wells could be present on the property. Two Northern Natural Gas pipelines are present on the subject property. The residence at 10430 215th St W has a year-built date of 1942; asbestos or other regulated building materials could be present. Dakota County Well Inspectors reviewed previous audits, historic plat maps, sanborns, historic aerial photography, well construction records, well sealing records and/or well disclosure statements available for 10430 215TH ST W, Lakeville (taxpins 220310051013, 220310051012, 220360075013, and 220360075014). There is habitation first visible on the 1916 plat map. There are no well records, but there is a well disclosure from 1994 showing one water supply well as in-use. Due to the age of the property (minimum of 108 years), it is unlikely that a single water supply well served the property. The in-use well should be sealed if no longer needed and the property must be surveyed to rule out the presence of any additional older wells.

If redevelopment is planned, crews should be notified of the likely presence of at least one well and any wells encountered should be protected from damage and contamination. If any wells are discovered during site visits and/or during redevelopment, they should be examined by a licensed well contractor or a Dakota County well inspector to determine the status. A magnetometer is the best, sometimes only way to locate wells that are below grade. Dakota County can help locate and mark wells using a magnetometer by calling 952-891-7537. Magnetometers work best on a clear site free from large metal obstructions. A Dakota County well inspector must be present during any well searches to rule out the presence of a well. Information about property transfer requirements as they pertain to wells is on our webpage:

<https://www.co.dakota.mn.us/HomeProperty/SellingProperty/WellRequirements>

If a real estate sale is occurring, it is in the interest of both parties that a well disclosure be filed if appropriate and any well compliance issues be resolved. State Statute 103I Section 235 Subdivision 2 states, "Unless the buyer and seller agree to the contrary, in writing, before the closing of the sale, a seller who fails to disclose the existence or known status of a well at the time of sale and knew or had reason to know of the existence or known status of the well, is liable to the buyer for costs relating to sealing of the well and reasonable attorney fees for collection of costs from the seller, if the action is commenced within six years after the date the buyer closed the purchase of the real property where the well is located."

In addition, the following are comments labeled with the corresponding section in the scoping document.

9. Permits and Approvals Required:

Please add under Dakota County the Well Sealing Permit for the wells located at the farmstead and dewatering well construction and sealing permits if dewatering is required during construction.

12. Water Resources

b.iii. Water Appropriation:

Drilling a private well for industrial purposes would be allowed by the Dakota County Delegated Well Program should the proposed construction of the well meet both MDH rules 4725 and Dakota County Ordinance No. 114.

Physical Development Division

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Georg Fischer", is positioned above the typed name.

Georg T. Fischer, Director
Physical Development Division

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

Physical Development Division

P 952-891-7000 **F** 952-891-7031 **W** www.dakotacounty.us
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December 30, 2024

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

RE: City of Lakeville – Alternative Urban Areawide Review (AUAR) – Olam Lakeville Industrial
Metropolitan Council Review No. 23036-1
Metropolitan Council District No. 16

Dear Tina Goodroad:

The AUAR represents the 5-year update required under environmental rules for a study area of approximately 152 acres located south of 215th W Street (CSAH 70), west of Jacquard Avenue, and east of Kaparia Avenue. Council staff has conducted a review of this AUAR to determine its accuracy and completeness in addressing regional concerns. The staff review has concluded that the AUAR is complete and accurate with respect to regional concerns and raises no major issues of consistency with Council policies.

However, staff offers the following comments for your consideration:

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

The proposed scope of discussion for the climate item identifies appropriate resources for projecting climate trends and the proposed discussion of mitigation strategies is appropriate. Given the large portion of the site covered by woodland, the project design section should give special attention to ways that site design can preserve mature trees and existing canopy cover to minimize the development's climate impacts.

Item 10 – Land Use, Comprehensive Plan (*Patrick Boylan 651-602-1438*)

The adopted 2040 Plan shows "Warehouse/Light Industrial" and "Office Park" as the future land uses. Depending on the scenario and final site plan pursued, the City will need to amend its adopted 2040 Plan to be consistent with proposed land uses. Before approval of a sanitary sewer extension, the City will need amend its Plan to change the staging from outside the MUSA.

Item 10 – Land Use, Transportation Analysis Zones (*Todd Graham 651-602-1322*)

The Council has already adjusted the Lakeville employment forecast at the Council's March 1, 2023, meeting. That adjustment accounts for the subject development and other adjacent sites in Transportation Analysis Zone #676. Further adjustment is not necessary. Please contact Council Research staff if there are any further questions.

Item 12 – Water Resources, Surface Water (*Maureen Hoffman 651-602-8026*)

There is a trout stream in the northwestern portion of the site, which is the direction the AUAR states stormwater drains. The developer needs to work closely with the watershed and City to ensure the trout stream is protected from adverse impacts from stormwater runoff. Trout streams are sensitive to pollutants and temperature changes caused by stormwater runoff. The stormwater BMPs installed do consider both of these factors.

Item 12 – Water Resources, Water Supply (*John Clark 651-602-1452*)

The Draft AUAR states “*The water supply for the study area will be obtained from the City of Lakeville. The City provides water to residents from several groundwater wells and maintains six water towers and one ground storage tank. The AUAR will evaluate the existing and proposed infrastructure needs and will discuss the viability of supplementing City water with alternative water sources.*”

The City’s evaluation of needed infrastructure and increases in water demands should be developed to evaluate potential impacts on their public water supply system and water supply sources. Additional water demands beyond those expressed in the City’s current Local Water Supply Plan, as well as any additional well infrastructure needed to supply development of these parcels, will need to be evaluated by the MN DNR as the permitting authority. Alternatively, companies that reside within the development could seek their own water appropriation permits for water service.

Updates to Local Water Supply Plans need to align with Water Policy Plan policies regarding sustainable water supplies and will need to be evaluated by the Council. The City will be required to submit a comprehensive plan amendment.

Conversion of this site to an industrial development could have significant impacts on the land cover, significantly increasing the amount of impervious surface. Evaluation of the impacts of this conversion on groundwater and surface water should inform development approaches and post-development strategies to mitigate water quality and quantity concerns. Some examples may include limiting chloride use, drought tolerant landscaping, and limiting the loss of trees during the development phase.

The AUAR should describe potential future water demands and associated impacts on source waters and surrounding natural systems, as well as the City’s municipal infrastructure, if connected. The AUAR should describe any wells within the study area, as well as any wells that will be abandoned and sealed as a part of the development.

Item 18 – Greenhouse Gas Emissions (*MacKenzie Young-Walters 651-602-1373*)

The proposed scope of discussion for the Green House Gas Emissions/Carbon Footprint item is adequate. No unique features are present that would require any extra-ordinary climate/mitigation considerations.

Item 20 – Aviation (*Joe Widing, 651-602-1822*)

While there is no airport zoning ordinance in place for Airlake Airport at this time, the AUAR should consider the airport in the AUAR, which is located around 2 miles to the east, to ensure that the proposed uses do not impact existing operations. The most recent Airlake Airport Long Term Comprehensive Plan can be reviewed [here \(https://metroairports.org/sites/default/files/2021-10/Airlake_Airport_2035_LTCP_FINAL_Narrative_Report_MAC_ADOPTED_reduced_size.pdf\)](https://metroairports.org/sites/default/files/2021-10/Airlake_Airport_2035_LTCP_FINAL_Narrative_Report_MAC_ADOPTED_reduced_size.pdf).

This will conclude the Council's review of the AUAR. The Council will take no formal action on the AUAR. If you have any questions or need further information, please contact please contact Patrick Boylan, Principal Reviewer, at 651-602-1438 or via email at patrick.boylan@metc.state.mn.us.

Sincerely, ERIC WOJCIK for



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

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

N:\CommDev\LPA\Communities\Lakeville\Letters\Lakeville 2024 Olam Lakeville Industrial AUAR- Ok 23036-1.docx

Division of Ecological and Water Resources
Region 3 Headquarters
1200 Warner Road
Saint Paul, MN 55106
January 9, 2025

Transmitted by Email

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

Dear Tina Goodroad,

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

1. Page 4, Project Description. It would be helpful to further describe the types of industrial uses proposed for the development. For example, data centers have different environmental considerations than manufacturing or warehouse uses.
2. Page 8, Table 2. Climate Considerations and Adaptations. As energy needs and renewable energy goals put further pressure on agricultural lands, some communities have started to tap into industrial facilities to combine development with energy production through the use of rooftop solar. Installing solar panels on industrial facilities has the added benefit of producing energy right where it is needed without any additional facility footprint. We encourage the City as well as local energy providers to explore the feasibility of combining these land uses to help meet state climate goals as the City plans for the future.

We also encourage the developer to consider utilizing water reuse systems as much as possible.

3. Page 10, Table 3, Cover Types. The AUAR should show the amount of cover type both before and after project development for each scenario.
4. Page 17, Zoning. Development within the floodplain and shoreland should be consistent with local floodplain and shoreland ordinances.
5. Page 23, Soils and Topography. This section should discuss the suitability of soils for the infiltration of stormwater.
6. Page 34, Stormwater. The significant increase in impervious surfaces will presumably increase the amount of road salt used in the project area. Chloride released into the environment does not break down, but instead accumulates to levels that are toxic to plants and wildlife. We

recommend that the project proposer develop a chloride management plan for either development scenario, and that this plan is included with city plans and permits.

7. Page 34, Stormwater. DNR recommends utilizing stormwater for landscape irrigation. The recycling of stormwater for irrigation would reduce the volume of stormwater and conserve valuable groundwater.
8. Page 34, Stormwater. The document should identify the potential to impact South Creek, a designated trout stream, due to drainage and a change in impervious surfaces that will alter stormwater infiltration. The AUAR should also discuss any potential impacts from construction dewatering and stormwater runoff, and identify best management practices to address those potential impacts.
9. Page 35, Water Appropriation. A DNR Water Appropriation Permit is required if the water pumped exceeds 10,000 gallons in a day, or one million gallons in one year. The DNR General Permit for Temporary Appropriation, with its lower permit application fee and reduced time for review, may be used for the dewatering if the dewatering volume is less than 50 million gallons and the time of the appropriation is less than one year. There are designated trout streams and trout stream tributaries within two miles of the proposed project. Additional regulation and review may be required when permitting within five miles of a designated trout stream.
10. Page 35, Water Appropriation. The AUAR should thoroughly discuss the City of Lakeville's current water demand, and the additional water demand of each scenario.

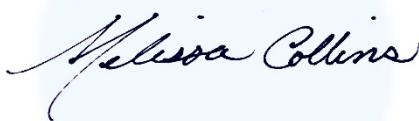
The AUAR Guidance states that, *"If the area requires new water supply wells, specific information about that appropriation and its potential impacts on groundwater levels should be given; if groundwater levels would be affected, any impacts resulting on other resources should be addressed."*

If additional water volume will be needed beyond what is currently permitted for the City of Lakeville, the AUAR should discuss the need for any additional water supply wells, and at a minimum an increase in total pumping volume compared to what is currently permitted. Please supply specific information on impacts to groundwater levels and resultant impacts on other resources, including designated trout streams.

11. Page 37, Rare Features. Please note that an automated Natural Heritage Review letter was issued on October 31, 2024, and is attached here for your convenience. The removal of 42 acres of trees in an agricultural-dominated landscape is a significant impact to local wildlife and should be discussed in detail.

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

Sincerely,

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

Melissa Collins

Regional Environmental Assessment Ecologist | Ecological and Water Resources

Minnesota Department of Natural Resources

Phone: 651-259-5755

Email: melissa.collins@state.mn.us

CC: Tony Fracchia, Terawatt Infrastructure

Equal Opportunity Employer



Formal Natural Heritage Review - Cover Page

See next page for results of review. A draft watermark means the project details have not been finalized and the results are not official.

Project Name: TeraWatt_Lakeville - 161182001.1.103

Project Proposer: TeraWatt

Project Type: Development, Commercial/Institutional/Industrial

Project Type Activities: Tree Removal;Grading;Structure Removal or Bridge Removal;Waterbody or watercourse impacts (e.g., dewatering, discharge, excavation, fill, runoff, sedimentation, changes in hydrology));Wetland impacts (e.g., dewatering, tiling, drainage, discharge, excavation, fill, runoff, sedimentation, changes in hydrology)

TRS: T114 R20 S31, T114 R21 S36

County(s): Dakota

DNR Admin Region(s): Central

Reason Requested: Other

Project Description: The site is proposed to be developed as light industrial or an office park.

Existing Land Uses: Agriculture, Farmstead, Forest.

Landcover / Habitat Impacted:

Waterbodies Affected:

Groundwater Resources Affected:

Previous Natural Heritage Review: No

Previous Habitat Assessments / Surveys: No

SUMMARY OF AUTOMATED RESULTS

Category	Results	Response By Category
Project Details	Comments	Tree Removal - Recommendations
Ecologically Significant Area	No Comments	No Further Review Required
State-Listed Endangered or Threatened Species	No Comments	No Further Review Required
State-Listed Species of Special Concern	No Comments	No Further Review Required
Federally Listed Species	Comments	Visit IPaC for Federal Review RPBB High Potential Zone



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

October 31, 2024

Project ID: MCE #2024-00906

Jake Ackerman
 Kimley Horn
 14800 Galaxie Ave, Suite 200
 Apple Valley, MN 55124

RE: Automated Natural Heritage Review of the proposed TeraWatt_Lakeville - 161182001.1.103
 See Cover Page for location and project details.

Dear Jake Ackerman,

As requested, the above project has been reviewed for potential effects to rare features. Based on this review, the following rare features may be adversely affected by the proposed project:

Project Type and/or Project Type Activity Comments

- The Natural Heritage Information System (NHIS) tracks bat roost trees and hibernacula plus some acoustic data, but this information is not exhaustive. Even if there are no bat records listed below, all of Minnesota's bats, including the federally endangered northern long-eared bat ([Myotis septentrionalis](#)), can be found throughout Minnesota. During the active season (approximately April-November) bats roost underneath bark, in cavities, or in crevices of both live and dead trees. Tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. To minimize these impacts, the DNR recommends that tree removal be avoided from June 1 through August 15.

Ecologically Significant Area

No ecologically significant areas have been documented in the vicinity of the project.

State-Listed Endangered or Threatened Species

No state-listed endangered or threatened species have been documented in the vicinity of the project.

State-Listed Species of Special Concern

No state-listed species of special concern have been documented in the vicinity of the project.

Federally Listed Species

- One or more federally listed species may be impacted by the proposed project. To ensure compliance with federal law, the DNR recommends that you conduct a federal regulatory review

using the U.S. Fish & Wildlife Service [online IPaC tool](#).

- The area of interest overlaps with a U.S Fish and Wildlife Service (USFWS) Rusty Patched Bumble Bee [High Potential Zone](#). The [rusty patched bumble bee](#) (*Bombus affinis*) is federally listed as endangered and is likely to be present in suitable habitat within High Potential Zones. From April through October this species uses underground nests in upland grasslands, shrublands, and forest edges, and forages where nectar and pollen are available. From October through April the species overwinters under tree litter in upland forests and woodlands. The rusty patched bumble bee may be impacted by a variety of land management activities including, but not limited to, prescribed fire, tree-removal, haying, grazing, herbicide use, pesticide use, land-clearing, soil disturbance or compaction, or use of non-native bees. If applicable, the DNR recommends reseeding disturbed soils with native species of grasses and forbs using [BWSR Seed Mixes](#) or [MnDOT Seed Mixes](#). To ensure compliance with federal law, please conduct a federal regulatory review using the U.S. Fish and Wildlife Service's online [Information for Planning and Consultation \(IPaC\) tool](#). Please note that all projects, regardless of whether there is a federal nexus, are subject to federal take prohibitions. The IPaC review will determine if prohibited take is likely to occur and, if not, will generate an automated letter. The [USFWS RPBB guidance](#) provides guidance on avoiding impacts to rusty patched bumble bee and a key for determining if actions are likely to affect the species; the determination key can be found in the appendix.

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

For environmental review purposes, the results of this Natural Heritage Review are valid for one year; the results are only valid for the project location and the project description provided on the cover page. If project details change or construction has not occurred within one year, please resubmit the project for review before initiating project activities.

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

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

Sincerely,

Jim Drake Jim Drake
Natural Heritage Review Specialist
James.F.Drake@state.mn.us

Links: USFWS Information for Planning and Consultation (IPaC) tool

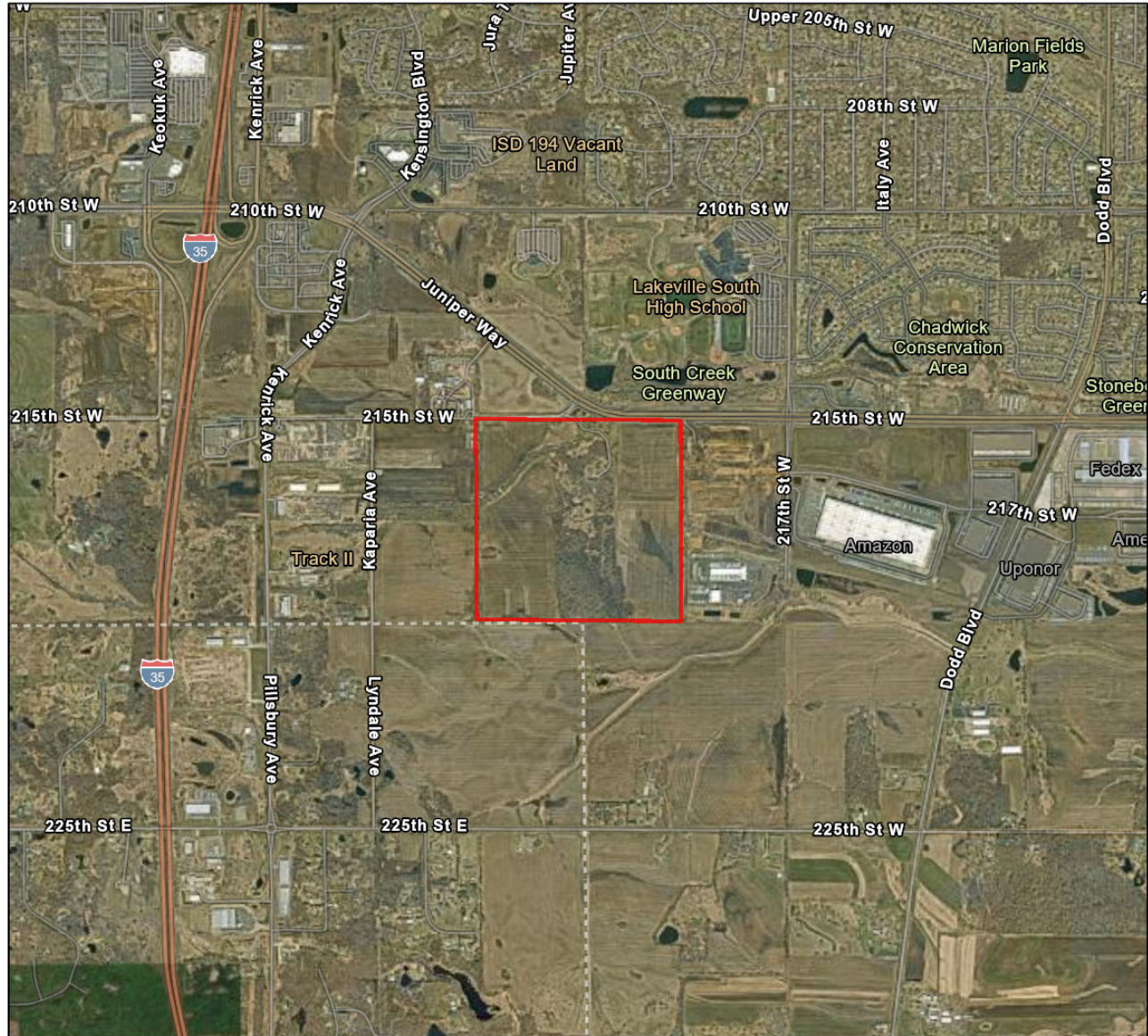
[Information for Planning and Consultation \(IPaC\) tool](#)

DNR Regional Environmental Assessment Ecologist Contact Info

https://www.dnr.state.mn.us/eco/ereview/erp_regioncontacts.html

TeraWatt_Lakeville - 161182001.1.103

Aerial Imagery With Locator Map



0 0.15 0.3 0.6 0.9 1.2 Miles

Project_Boundary

Project Type: Development, Commercial/Institutional/Industrial

Project Size (acres): 150.48

County(s): Dakota

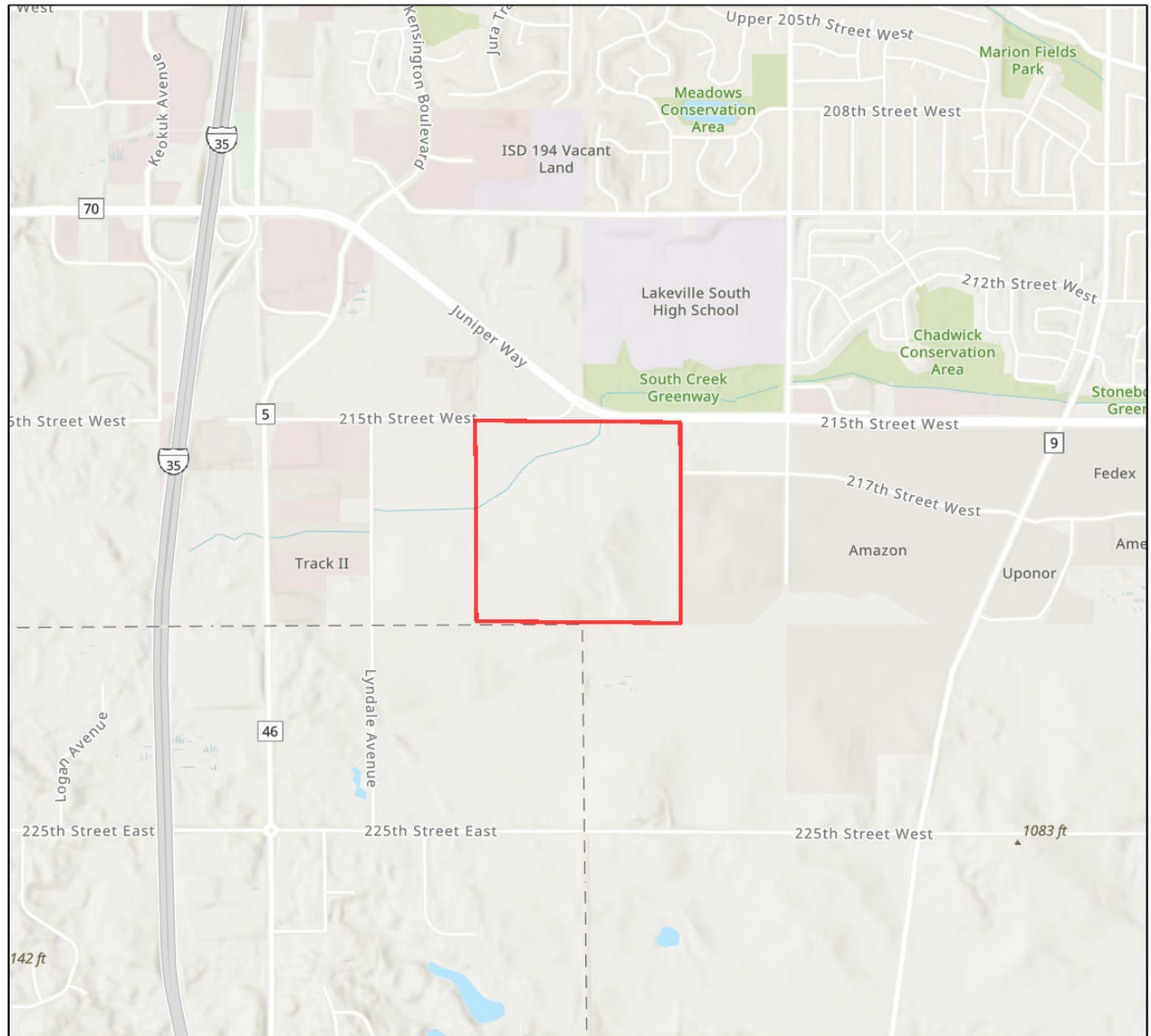
TRS: T114 R20 S31, T114 R21 S36

Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS
Dakota County, Maxar
County of Dakota, Metropolitan Council, MetroGIS, Three Rivers Park District,



TeraWatt Lakeville - 161182001.1.103

USA Topo Basemap With Locator Map



0 0.15 0.3 0.6 0.9 1.2 Miles

Project_Boundary

Project Type: Development, Commercial/Institutional/Industrial

Project Size (acres): 150.48

County(s): Dakota

TRS: T114 R20 S31, T114 R21 S36

Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS
Esri, NASA, NGA, USGS, FEMA
County of Dakota, Metropolitan Council, MetroGIS, Three Rivers Park District,



ATTACHMENT C

OVERVIEW

Pursuant to Minnesota Rules, part 4410.3610, subpart 5a(C), the purpose of the comments on a Scoping Document for an Alternative Urban Areawide Review (AUAR) is to suggest additional development scenarios and relevant issues to be analyzed in the review. Comments may suggest alternatives to the specific large project or projects proposed to be included in the review, including development at sites outside of the proposed geographic boundary. The comments must provide reasons why a suggested development scenario or alternative to a specific project is potentially environmentally superior to those identified in the Responsible Governmental Unit's (RGU's) draft order.

The 30-day Scoping Environmental Assessment Worksheet (EAW) comment period began December 10, 2024, and comments were accepted through January 9, 2025. During the public comment period, comments were received from three government agencies. Responses to comments on the Scoping Document are included below. Copies of the comment letters are included in Attachment B.

AGENCY COMMENTS

Comment	Response
1. Metropolitan Council	
The proposed scope of discussion for the climate item identifies appropriate resources for projecting climate trends and the proposed discussion of mitigation strategies is appropriate. Given the large portion of the site covered by woodland, the project design section should give special attention to ways that site design can preserve mature trees and existing canopy cover to minimize the development's climate impacts.	Comment noted. Tree clearing minimization and other restrictions will be described in the Draft AUAR mitigation.
The adopted 2040 Plan shows "Warehouse/Light Industrial" and "Office Park" as the future land uses. Depending on the scenario and final site plan pursued, the City will need to amend its adopted 2040 Plan to be consistent with proposed land uses. Before approval of a sanitary sewer extension, the City will need amend its Plan to change the staging from outside the MUSA.	The Draft AUAR will describe any land use inconsistencies for the scenarios studied.
The Council has already adjusted the Lakeville employment forecast at the Council's March 1, 2023, meeting. That adjustment accounts for the subject development and other adjacent sites in Transportation Analysis Zone #676. Further adjustment is not necessary. Please contact Council Research staff if there are any further questions.	Comment noted.

Comment	Response
There is a trout stream in the northwestern portion of the site, which is the direction the AUAR states stormwater drains. The developer needs to work closely with the watershed and City to ensure the trout stream is protected from adverse impacts from stormwater runoff. Trout streams are sensitive to pollutants and temperature changes caused by stormwater runoff. The stormwater BMPs installed do consider both of these factors.	Comment noted. Stormwater BMPs and other related mitigation to the trout stream will be included in the Draft AUAR.

Comment	Response
The scoping document states <i>“The water supply for the study area will be obtained from the City of Lakeville. The City provides water to residents from several groundwater wells and maintains six water towers and one ground storage tank. The AUAR will evaluate the existing and proposed infrastructure needs and will discuss the viability of supplementing City water with alternative water sources.”</i> • The City’s evaluation of needed infrastructure and increases in water demands should be developed to evaluate potential impacts on their public water supply system and water supply sources. Additional water demands beyond those expressed in the City’s current Local Water Supply Plan, as well as any additional well infrastructure needed to supply development of these parcels, will need to be evaluated by the MN DNR as the permitting authority. Alternatively, companies that reside within the development could seek their own water appropriation permits for water service. • Updates to Local Water Supply Plans need to align with Water Policy Plan policies regarding sustainable water supplies and will need to be evaluated by the Council. The City will be required to submit a comprehensive plan amendment. • Conversion of this site to an industrial development could have significant impacts on the land cover, significantly increasing the amount of impervious surface. Evaluation of the impacts of this conversion on groundwater and surface water should inform development approaches and post-development strategies to mitigate water quality and quantity concerns. Some examples may include limiting chloride use, drought tolerant landscaping, and limiting the loss of trees during the development phase. • The AUAR should describe potential future water demands and associated impacts on source waters and surrounding natural systems, as well as the City’s municipal infrastructure, if connected. The AUAR should describe any wells within the study area, as well as any wells that will be abandoned and sealed as a part of the development.	• The City of Lakeville’s Local Water Supply Plan will be reviewed to ensure it can meet the needs of existing uses and that of the proposed scenario. If modifications to the Local Water Supply Plan require additional permitting, these will be documented in the Draft AUAR. • The impact of development on groundwater, surface water, and stormwater runoff will be reviewed in the Draft AUAR.
The proposed scope of discussion for the Green House Gas Emissions/Carbon Footprint item is adequate. No unique features are present that would require any extra-ordinary climate/mitigation considerations.	Comment noted.

Comment	Response
While there is no airport zoning ordinance in place for Airlake Airport at this time, the AUAR should consider the airport in the AUAR, which is located around 2 miles to the east, to ensure that the proposed uses do not impact existing operations. The most recent Airlake Airport Long Term Comprehensive Plan can be reviewed here (https://metroairports.org/sites/default/files/2021-10/Airlake_Airport_2035_LTCP_FINAL_Narrative_Report_MAC_ADOPTED_reduced_size.pdf).	The Airlake Airport Long Term Comprehensive Plan will be reviewed to ensure the proposed scenarios do not impact current operations.
2. Dakota County	
Dakota County Transportation Staff has reviewed the Scoping AUAR and has the following comments regarding intersections to include in the future AUAR traffic study. Please consider the following intersections and roadway alignments when conducting the AUAR traffic study. • The County, City and Likewise (developer of the property north of County State Aid Highway (CSAH) 70) are coordinating future full access on CSAH 70 at a location near the existing right in/right-out access that serves Dunham Brothers Wood Chipping. Please include this location as a full access intersection in the future AUAR traffic study. • With this future full access location, the City is considering updating its future roadway network plan to include a north-south local roadway extending from the future access on CSAH 70 and aligning on the Olam Holdings I LLC property's west boundary, to connect with the future east-west 217th Street West extension. • The existing CSAH 70 and 215th Street West full access intersection will become a restricted access intersection in the future with the full access location moving to the northwest. The potential for removal of this intersection is also a possibility. Please consider these restrictions for this intersection. • Transportation staff supports a future north-south roadway connection between 217th Street West and CSAH 70 on the eastern boundary of the Olam Holdings I LLC property. This future access should be considered as a restricted access as an existing full access to CSAH 70 is in place to the east of the site at Jacquard Avenue. Please include this location as a partial access intersection in the future AUAR traffic study	The roadway and intersection modifications discussed will be considered in the AUAR traffic study.

Environmental Resources conducted an Environmental Review of the subject area relating to the Scoping AUAR for Olam Development request from the City of Lakeville.

- Numerous structures are or were present on the subject property since at least 1916. Foundations, buried debris, septic systems and wells could be present on the property. Two Northern Natural Gas pipelines are present on the subject property. The residence at 10430 215th St W has a year-built date of 1942; asbestos or other regulated building materials could be present. Dakota County Well Inspectors reviewed previous audits, historic plat maps, sanborns, historic aerial photography, well construction records, well sealing records and/or well disclosure statements available for 10430 215TH ST W, Lakeville (taxpins 220310051013, 220310051012, 220360075013, and 220360075014). There is habitation first visible on the 1916 plat map. There are no well records, but there is a well disclosure from 1994 showing one water supply well as in-use. Due to the age of the property (minimum of 108 years), it is unlikely that a single water supply well served the property. The in-use well should be sealed if no longer needed and the property must be surveyed to rule out the presence of any additional older wells.
- If redevelopment is planned, crews should be notified of the likely presence of at least one well and any wells encountered should be protected from damage and contamination. If any wells are discovered during site visits and/or during redevelopment, they should be examined by a licensed well contractor or a Dakota County well inspector to determine the status. A magnetometer is the best, sometimes only way to locate wells that are below grade. Dakota County can help locate and mark wells using a magnetometer by calling 952-891-7537. Magnetometers work best on a clear site free from large metal obstructions. A Dakota County well inspector must be present during any well searches to rule out the presence of a well. Information about property transfer requirements as they pertain to wells is on our webpage: <https://www.co.dakota.mn.us/HomeProperty/SellingProperty/WellRequirements>
- If a real estate sale is occurring, it is in the interest of both parties that a well disclosure be filed if appropriate and any well compliance issues be resolved. State Statute 103I Section 235 Subdivision 2 states, "Unless the buyer and seller agree to the contrary, in writing, before the closing of the sale, a seller who fails to disclose the

- Comment noted. A discussion on sealing and abandoning wells will be included in the Draft AUAR.
- The recommended narrative for Sections 9 and 12 will be added to the Draft AUAR.
- Comments related to permits and water resources have been included in the Scoping Document.

Comment	Response
existence or known status of a well at the time of sale and knew or had reason to know of the existence or known status of the well, is liable to the buyer for costs relating to sealing of the well and reasonable attorney fees for collection of costs from the seller, if the action is commenced within six years after the date the buyer closed the purchase of the real property where the well is located." • In addition, the following are comments labeled with the corresponding section in the scoping document. • 9. Permits and Approvals Required: Please add under Dakota County the Well Sealing Permit for the wells located at the farmstead and dewatering well construction and sealing permits if dewatering is required during construction. • 12. Water Resources b.iii. Water Appropriation: Drilling a private well for industrial purposes would be allowed by the Dakota County Delegated Well Program should the proposed construction of the well meet both MDH rules 4725 and Dakota County Ordinance No. 114.	
3. Minnesota Department of Natural Resources	
Page 4, Project Description. It would be helpful to further describe the types of industrial uses proposed for the development. For example, data centers have different environmental considerations than manufacturing or warehouse uses.	Allowable uses given existing zoning of light industrial are included in Section 10. Iii.
Page 8, Table 2. Climate Considerations and Adaptations. As energy needs and renewable energy goals put further pressure on agricultural lands, some communities have started to tap into industrial facilities to combine development with energy production through the use of rooftop solar. Installing solar panels on industrial facilities has the added benefit of producing energy right where it is needed without any additional facility footprint. We encourage the City as well as local energy providers to explore the feasibility of combining these land uses to help meet state climate goals as the City plans for the future. We also encourage the developer to consider utilizing water reuse systems as much as possible.	Comment noted. Rooftop solar and water reuse systems will be considered, if feasible.
Page 10, Table 3, Cover Types. The AUAR should show the amount of cover type both before and after project development for each scenario.	Comment noted. The AUAR will discuss current and proposed cover types.

Comment	Response
Page 17, Zoning. Development within the floodplain and shoreland should be consistent with local floodplain and shoreland ordinances.	Comment noted. Floodplain and shoreland ordinances will be followed.
Page 23, Soils and Topography. This section should discuss the suitability of soils for the infiltration of stormwater.	Comment noted. The AUAR will discuss the suitability of soils for the infiltration of stormwater.
Page 34, Stormwater. The significant increase in impervious surfaces will presumably increase the amount of road salt used in the project area. Chloride released into the environment does not break down, but instead accumulates to levels that are toxic to plants and wildlife. We recommend that the project proposer develop a chloride management plan for either development scenario, and that this plan is included with city plans and permits.	Comment noted. A chloride management plan will be considered to mitigate impacts from increased road salt use.
Page 34, Stormwater. DNR recommends utilizing stormwater for landscape irrigation. The recycling of stormwater for irrigation would reduce the volume of stormwater and conserve valuable groundwater.	Comment noted. Green infrastructure such as the recycling of stormwater for irrigation will be discussed in the AUAR.
Page 34, Stormwater. The document should identify the potential to impact South Creek, a designated trout stream, due to drainage and a change in impervious surfaces that will alter stormwater infiltration. The AUAR should also discuss any potential impacts from construction dewatering and stormwater runoff, and identify best management practices to address those potential impacts.	Comment noted. Stormwater BMPs will be used throughout the construction process to mitigate impacts to the trout stream.
Page 35, Water Appropriation. A DNR Water Appropriation Permit is required if the water pumped exceeds 10,000 gallons in a day, or one million gallons in one year. The DNR General Permit for Temporary Appropriation, with its lower permit application fee and reduced time for review, may be used for the dewatering if the dewatering volume is less than 50 million gallons and the time of the appropriation is less than one year. There are designated trout streams and trout stream tributaries within two miles of the proposed project. Additional regulation and review may be required when permitting within five miles of a designated trout stream.	Comment noted. Water Appropriation Permits will be applied for, if applicable.

Comment	Response
Page 35, Water Appropriation. The AUAR should thoroughly discuss the City of Lakeville's current water demand, and the additional water demand of each scenario. The AUAR Guidance states that, <i>"If the area requires new water supply wells, specific information about that appropriation and its potential impacts on groundwater levels should be given; if groundwater levels would be affected, any impacts resulting on other resources should be addressed."</i> If additional water volume will be needed beyond what is currently permitted for the City of Lakeville, the AUAR should discuss the need for any additional water supply wells, and at a minimum an increase in total pumping volume compared to what is currently permitted. Please supply specific information on impacts to groundwater levels and resultant impacts on other resources, including designated trout streams.	The City of Lakeville's Local Water Supply Plan will be reviewed to ensure it can meet the needs of existing uses and that of the proposed scenario. Need for additional wells, current and proposed pumping volumes, and impacts to nearby aquatic resources will be discussed in the Draft AUAR.
Page 37, Rare Features. Please note that an automated Natural Heritage Review letter was issued on October 31, 2024, and is attached here for your convenience. The removal of 42 acres of trees in an agricultural-dominated landscape is a significant impact to local wildlife and should be discussed in detail.	Comment noted. The Natural Heritage Review letter will be reviewed and tree clearing will be further discussed in the Draft AUAR.
The Natural Heritage Information System (NHIS) tracks bat roost trees and hibernacula plus some acoustic data, but this information is not exhaustive. Even if there are no bat records listed below, all of Minnesota's bats, including the federally endangered northern long-eared bat (<i>Myotis septentrionalis</i>), can be found throughout Minnesota. During the active season (approximately April-November) bats roost underneath bark, in cavities, or in crevices of both live and dead trees. Tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. To minimize these impacts, the DNR recommends that tree removal be avoided from June 1 through August 15.	Comment noted. Tree clearing restrictions will be noted in the Draft AUAR.
No ecologically significant areas have been documented in the vicinity of the project.	Comment noted.
No state-listed endangered or threatened species have been documented in the vicinity of the project.	Comment noted.

Comment	Response
No state-listed species of special concern have been documented in the vicinity of the project.	Comment noted.
One or more federally listed species may be impacted by the proposed project. To ensure compliance with federal law, the DNR recommends that you conduct a federal regulatory review using the U.S. Fish & Wildlife Service online IPaC tool.	Comment noted. A review will be conducted using the IPaC tool.
The area of interest overlaps with a U.S Fish and Wildlife Service (USFWS) Rusty Patched Bumble Bee High Potential Zone. The rusty patched bumble bee (<i>Bombus affinis</i>) is federally listed as endangered and is likely to be present in suitable habitat within High Potential Zones. From April through October this species uses underground nests in upland grasslands, shrublands, and forest edges, and forages where nectar and pollen are available. From October through April the species overwinters under tree litter in upland forests and woodlands. The rusty patched bumble bee may be impacted by a variety of land management activities including, but not limited to, prescribed fire, tree removal, haying, grazing, herbicide use, pesticide use, land-clearing, soil disturbance or compaction, or use of non-native bees. If applicable, the DNR recommends reseeding disturbed soils with native species of grasses and forbs using BWSR Seed Mixes or MnDOT Seed Mixes. To ensure compliance with federal law, please conduct a federal regulatory review using the U.S. Fish and Wildlife Service's online Information for Planning and Consultation (IPaC) tool. Please note that all projects, regardless of whether there is a federal nexus, are subject to federal take prohibitions. The IPaC review will determine if prohibited take is likely to occur and, if not, will generate an automated letter. The USFWS RPBB guidance provides guidance on avoiding impacts to rusty patched bumble bee and a key for determining if actions are likely to affect the species; the determination key can be found in the appendix.	Comment noted. Rusty Patched Bumble Bee mitigation will be included in the Draft AUAR.



Date: 2/18/2025

Joint Powers Agreement with Vermillion River Watershed Joint Powers Organization and Dakota County, and Supplemental Agreement for Professional Services with Stantec for North Creek Watershed Stormwater Management Improvements

Proposed Action

Staff recommends adoption of the following motion: Move to approve a) Joint Powers Agreement with the Vermillion River Watershed Joint Powers Organization and Dakota County, and b) Supplemental agreement with Stantec for professional services for North Creek watershed stormwater management improvements, City Project 24-44.

Overview

The City, Dakota County, and Vermillion River Watershed Joint Powers Organization (VRWJPO) are partnering on a capital improvement project designed to improve water quality in the North Creek watershed. The project includes installation of a hydrodynamic separator at the Firelight Way and Flint Avenue intersection to capture and remove sediment from stormwater. The completed project advances City water and natural resources initiatives and contributes toward reduced pollutant loading to North Creek (tributary to the Vermillion River).

The Joint Powers Agreement establishes City, Dakota County, and VRWJPO project responsibilities and cost participation. The City is the lead agency for the project, therefore the total project cost is reflected in this memo. The total estimated project cost is \$296,010; the City's estimated cost is \$91,710. The balance of the cost will be paid by Dakota County (\$10,000), VRWJPO (\$10,000), and a Watershed Based Funding grant (\$184,300).

Stantec's supplemental agreement includes the scope of services and estimated costs to provide professional services, including design and construction administration, and is subject to the Master Services Agreement dated September 20, 2021.

Supporting Information

1. Joint Powers Agreement (Dakota County Contract No. DCA22248)
2. 2025.02.07 Stantec Supplemental Agreement

Financial Impact: \$296,010 Budgeted: Yes Source: Stormwater Infrastructure Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Maria Friedges, Environmental Resources Specialist

**JOINT POWERS AGREEMENT FOR
THE FIRELIGHT WAY TSS REDUCTION PROJECT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION,
THE CITY OF LAKEVILLE, AND DAKOTA COUNTY
CITY PROJECT 24-44**

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization is a watershed management body consisting of Dakota and Scott Counties (VRWJPO) governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. § 103B.211 to 103B.255 and as otherwise provided by law; and

WHEREAS, the City of Lakeville (City) is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, Dakota County (County) is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, Firelight Way in Lakeville is located directly adjacent to North Creek, a tributary to the Vermillion River; and

WHEREAS, North Creek and the Vermillion River are identified on the EPA's 303d Impaired Waters List for total suspended solids (TSS); and

WHEREAS, stormwater outfalls contribute sediment loading to downstream reaches of North Creek and the Vermillion River; and

WHEREAS, a stormwater outfall near Firelight Way was identified as a high sediment loading source to this section of North Creek; and

WHEREAS, restoration strategies were identified in the WRAPS report to identify and implement sediment reduction BMPs on public lands in the North Creek subwatershed; and

WHEREAS, reducing the sediment load in North Creek through stormwater treatment before being discharged to North Creek (Project) will address the TSS impairment affecting North Creek and the Vermillion River; and

WHEREAS, the estimated Project cost is \$296,010(Project Cost); and

WHEREAS, the VRWJPO was awarded a \$184,300 Watershed Based Implementation Funding Grant (Grant) from the Minnesota Board of Water and Soil Resources (BWSR) in accordance with the BWSR Grant Agreement, attached and incorporated herein as **Exhibit A**; and

WHEREAS, the Grant has a minimum match requirement equal to 10% of the amount of Grant monies awarded, either in the form of cash or in-kind services; and

WHEREAS, the VRWJPO, City, and County have included cash matches collectively totaling at least 10% of the Grant Amount(defined in Section 7.2 herein) used for Project costs in their Capital Improvement Plans for the Project to be applied towards the Project Cost after the City's application of the Grant Amount and will jointly participate in the design, construction, and related activities for the Project to the extent specified herein; and

WHEREAS, the VRWJPO, the City, and County will follow all applicable BWSR Grant policies and requirements relevant to each party's participation in the Project.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the City, County, and VRWJPO shall derive from this Agreement, the VRWJPO, City, and County hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1 PURPOSE

This Agreement defines the Project responsibilities and Project cost-sharing obligations of the VRWJPO, City, and County.

ARTICLE 2 PARTIES

The parties to this Agreement are the VRWJPO, City, and County.

ARTICLE 3 TERM

This Agreement is effective upon the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2027, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4 COOPERATION

The VRWJPO, City, and County agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

ARTICLE 5 TECHNICAL AND QUALITY ASSURANCE

The VRWJPO, City, and County will provide technical and quality assurance for the Project. Any engineer providing technical or quality assurance for the Project must be a licensed Professional Engineer in the State of Minnesota. The Project will be designed using appropriate practice standards for design, construction, operation, and maintenance. Appropriate practice standards from the United States Department of Agriculture's Natural Resources Conservation Service Field Office Technical Guide, Minnesota Stormwater Manual, or other scientifically appropriate and applicable standards can be used. Vegetative practices must follow the BWSR Board adopted Native Vegetation Establishment and Enhancement Guidelines. The engineer(s) providing technical and quality assurance will certify that the Project was installed or constructed consistent with the applicable plans and specifications, including approved modifications, prior to authorization for payment by the VRWJPO or County. An as-built plan set will be provided to the VRWJPO by the engineer(s) immediately following Project completion as part of the required Project certification.

ARTICLE 6 PROJECT PLANS AND SPECIFICATIONS

The City is the lead agency for design and construction administration of the Project, effective upon execution of this Agreement by all parties. The VRWJPO, City, and County shall approve the plans and specifications (Project Plans) prior to the City advertising for bids.

ARTICLE 7 PAYMENT

7.1 The City shall administer the contract(s) for the Project and act as the paying agent for all payments to the contractor(s).

7.2 The Grant will reimburse project-related activities up to \$184,300 (Grant Amount) related to the engineering, permitting, bidding and construction of the Project. Disbursement of the Grant Funds shall be subject to Section 7.6 and terms of the BWSR Grant Agreement (Exhibit A).

7.3 The parties shall make the following contributions toward the Project Cost in accordance with the following payment schedule and Section 7.9 in consideration of the benefit provided by restoration activities on the Project in accordance with the Project Plans. The City will administer the contract(s) for the Project and act as the paying agent for all payments to the contractor(s).

7.3.1 The County, by and through its Environmental Resources Department, shall contribute \$10,000 toward the Project Cost.

7.3.2 The City shall contribute \$91,710 toward the Project Cost.

7.3.3 The VRWJPO shall contribute \$10,000 toward the Project Cost and will pass through Grant Amount for eligible project-related activity expenses.

7.4 The City's maximum eligible reimbursement is up to \$204,300 when accounting for the Grant Amount, VRWJPO cash contribution, and County cash contribution.

7.5 No payment by the parties shall be made prior to approval of the Project Plans by the VRWJPO, City, and County.

7.6 Under the terms of the Grant, the VRWJPO will receive the Grant Amount in the following disbursements: (a) 50% after execution of the Grant; (b) 40% after the first 50% has been expended and Grant reporting requirements are met; and (c) 10% after final Grant requirements are met. The VRWJPO will make progress payments to the City, if requested, on a reimbursement basis, contingent upon the VRWJPO's receipt of adequate Grant disbursements to make City requested payments. Ten percent (10%) of the Agreement maximum shall be withheld until the VRWJPO has verified that the Project has been installed according to this Agreement and the Project Plans. All requests for payment shall be supported by itemized Project receipts and invoices determined by the VRWJPO to be practical and reasonable for completion of the Project.

7.7 The VRWJPO and County may refuse to pay claims not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO and/or County from questioning the propriety of the claim. The VRWJPO and County reserve the right to be repaid for any overpayment or disallowed claim.

7.8 Subject to Sections 7.9, 7.10 and Article 12, the VRWJPO and County shall pay the City their share of the Project Cost upon receipt of the Project certification pursuant to Article 5 up to the maximum amounts identified in Sections 7.3.1 and 7.3.3. The City shall invoice the County and VRWJPO for their share of Project Cost once the Project certification is provided to the parties. The VRWJPO and County shall make payment to the City within thirty-five (35) days of receipt of an invoice from the City provided the invoice shall be supported by itemized Project receipts and invoices from the City's contractor(s).

7.9 The VRWJPO and County may refuse to pay/reimburse an invoice for services or fees not specifically authorized by this Agreement. Payment of an invoice shall not preclude the VRWJPO and County from questioning the propriety of the claimed services or fees. The VRWJPO and County reserve the right to be repaid for any overpayment or disallowed claimed services or fees.

7.10 All services provided by the VRWJPO under the BWSR Grant Agreement (Exhibit A) or through this Agreement, and services provided by the City and the County to the VRWJPO through this Agreement must be performed to the State's satisfaction pursuant to Exhibit A and the BWSR approved work plan.

ARTICLE 8 CITY OBLIGATIONS

8.1 AUTHORIZED PURPOSE. The funds, including the Grant Amount, provided under the terms of this Agreement may only be used by the City for the payment of costs directly related to the Project.

8.2 CONSTRUCTION REQUIREMENTS. The Project shall be constructed according to the Project Plans. The VRWJPO, City, and County shall approve any modifications to the Project Plans.

8.3 CONSTRUCTION AND DESIGN FAILURES. Any failure related to construction or design of the Project shall be addressed in the City's contracts with the construction firm or professional services firm.

8.4 RIGHT-OF-ENTRY. The City hereby permits the VRWJPO and County, its employees, duly authorized representatives and agents to enter upon and have rights of ingress and egress over and access at reasonable times to the real property where the Project will be located to inspect the construction of the Project. Notwithstanding the right to inspect, neither the VRWJPO nor County is obligated hereunder to inspect the work performed on the Project.

8.5 OPERATION AND MAINTENANCE. The City shall be responsible for on-going maintenance of the Project or will request shared responsibility with the VRWJPO for on-going maintenance of the Project upon completion for a minimum of 25 years unless a failure occurs from an Act of God or Force Majeure occurs such that it is cost prohibitive to repair or maintain.

8.6 COMPLIANCE WITH LAWS/STANDARDS. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in constructing the Project, including obtaining all necessary permits to construct the Project.

8.7 PUBLICITY. The City hereby permits the VRWJPO and County to take and disclose photographs of the Project for use in publications or promotional material or on their websites to highlight the VRWJPO's programs. The City, County, and VRWJPO shall appropriately acknowledge the funding provided by the VRWJPO, County, City, the State of Minnesota, and the Clean Water, Land, and Legacy Amendment in any promotional materials, signage, reports, publications, notices, and presentations related to the Project. This section shall survive the expiration or termination of this Agreement.

ARTICLE 9 INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties, or officers, employees or agents or the other parties. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the VRWJPO, City, and the County. Each party warrants that it can comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against any party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. This section shall survive the expiration or termination of this Agreement.

ARTICLE 10
AUTHORIZED REPRESENTATIVES AND LIAISONS

10.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be made to the following named persons and addresses unless otherwise stated in this Agreement, or an amendment of this Agreement:

TO THE VRWJPO: Tom Wolf or successor, Chair
Vermillion River Watershed Joint Powers Organization
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 891-7030
twolf@co.scott.mn.us

TO THE CITY: Justin Miller or successor, City Administrator
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
Telephone: (952) 985-4400
jmiller@lakevillemn.gov

TO THE COUNTY: Georg T. Fischer, Director
Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 891-7007
georg.fischer@co.dakota.mn.us

In addition, regarding termination of this Agreement by the shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

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

VRWJPO Liaison: Jeff Dunn
Water Resources Engineer
Telephone: (952) 891-7546
Email: jeff.dunn@co.dakota.mn.us

City Liaison: McKenzie Cafferty
Environmental Resources Manager
Telephone: (952) 985-4520
Email: mcafferty@lakevillemn.gov

County Liaison Cole Johnson
Environmental Resources Manager
Telephone: (952) 891-7539
Email: cole.johnson@co.dakota.mn.us

ARTICLE 11 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, or as delegated by the parties' respective Boards, and signed by the Authorized Representatives, or delegated authority, of the VRWJPO, City, and County.

ARTICLE 12 TERMINATION

12.1 IN GENERAL. Any party may terminate this Agreement for cause by giving seven days' written notice of its intent to terminate, to the other parties. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. This Agreement may also be terminated by the City or County in the event of a default by the VRWJPO. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other parties. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

12.2 TERMINATION BY VRWJPO OR COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, either the VRWJPO or the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Neither the VRWJPO nor the County is obligated to pay for any services that are provided after written notice of termination for lack of funding. The party terminating under this provision for lack of funding will pay for expenses incurred by the other parties hereto up to Notice of Termination for work on the Project.

12.3 REPAYMENT OF GRANT AMOUNT. If this Agreement is terminated pursuant to this Article 12, the City shall repay the Grant Amount received as of the date of termination to the VRWJPO, who shall return the Grant Amount to the BWSR, and the County and VRWJPO shall reimburse the City for their pro-rata share (based on the parties contributions set forth in Sections 7.3.1 through 7.3.3) of the Project Cost incurred as of the date of termination. The City shall be responsible for the remaining amount of the Project Cost as of the date of the termination.

ARTICLE 13 MINNESOTA LAW TO GOVERN

This Agreement shall be governed by and construed under the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota. This section shall survive the expiration or termination of this Agreement.

ARTICLE 14 MERGER

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

ARTICLE 15

SEVERABILITY

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

ARTICLE 16 GOVERNMENT DATA PRACTICES

The City, County, and the VRWJPO must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the City, County, or the VRWJPO.

ARTICLE 17 SURVIVABILITY

The provisions of articles 8.3 (Construction and Design Failures), 8.5 (Operation and Maintenance), 9 (Indemnification) and 16 (Government Data Practices) survive the expiration or termination of this Agreement.

ARTICLE 18 DEFAULT: FORCE MAJEURE

No party shall be liable to the other parties for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other parties as soon as possible. Acts and events may include acts of God, acts of terrorism, war fire, flood epidemic, pandemic, acts of civil or military authority, and natural disasters.

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

CITY OF LAKEVILLE

By _____
Luke M. Hellier, Mayor
Date of Signature: _____

By _____
Ann Orlofsky, City Clerk
Date of Signature: _____

**VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION**

By _____
Tom Wolf or successor, Chair
Date of Signature: _____

DAKOTA COUNTY

By _____
Georg T. Fischer, Director
Physical Development Division
Date of Signature: _____

Approved as to form:¹

/s/ Brian J. Wisdorf 11/26/2024
Assistant Dakota County Attorney/Date
KS-24-743
VRW Res. No. 24-50
KS-24-756
Dakota County Board Res. No. 25-062

¹ Dakota County Attorney's Office approved as to form for both Dakota County and the Vermillion River Watershed Joint Powers Organization



Stantec Consulting Services Inc.
One Carlson Parkway North, Suite 100
Plymouth, MN 55447-4440

February 7, 2025

Project/File: 227707440

Mac Cafferty
Environmental Resources Manager
20195 Holyoke Avenue
Lakeville, MN 55044

Dear Mr. Cafferty,

Reference: Firelight Way Stormwater Improvements Design, Bidding and Construction Oversight

Dear Mr. Cafferty,

Stantec is pleased to submit this proposal to assist the City of Lakeville with your efforts in implementation of best management practices in the Greenridge Park area.

Background

Stantec was contracted by the City to assist in investigation, engineering and conceptual design efforts to evaluate potential stormwater treatment at Greenridge Park. Through the feasibility study, a hydrodynamic separator was evaluated downstream of Greenridge Park off Firelight Way. The Firelight Way storm sewer has an approximately 41-acre drainage area routed through a 33-inch RC pipe.

Through the feasibility study a Contech CDS HDS was determined to be the recommended option to avoid the need for a diversion structure and to handle the inline flows necessary from the drainage area. The Contech CDS structure is capable of handling flows up to 50 CFS and the pipe capacity was determined to be 51 CFS.

Stantec has completed the topographic survey in December 2024 under a separate contract. This scope of work is in addition to the tasks previously proposed on.

Scope of Work

Task 1 – Project Management

Project management responsibilities include coordination and communication with Lakeville through meetings, letters, transmittals, e-mails, memoranda, and other forms of formal and informal communication, as appropriate. This also includes preparation of project correspondence, invoices and internal Stantec coordination. The additional scope in project management includes the time for project management through design, bidding and construction. Task 1 will include working with jurisdictions of the City of Lakeville and the Vermillion River Watershed Joint Powers Organization (VRWJPO).

Reference: Firelight Way Stormwater Improvements

Stantec assumes the following meeting schedule:

- Project kick-off meeting
- Progress meetings (3 meetings, 1-hour each)
 - 30% design meeting
 - 60% design meeting
 - 90% design meeting
- Coordination meetings (bi-weekly and as requested by Lakeville)
- Coordination meetings with affected property owners
- Private Utility Coordination Meetings

Task 2 – Plan Sets and Specifications

Stantec will prepare a set of 30%, 60% and 90% draft plans for the project and submit to the City for review and discussion. At each of the design intervals Stantec will have a check-in meeting with the City on the design to collect feedback. The 90% plans will provide a draft set of specifications for City review. At each of the check-in meetings the plans will include project layout, plan and profile, construction details and an engineer's opinion of probable costs (OPC).

At 60% plan phase Stantec will look to participate in a meeting with the City and the VRWJPO. Stantec will prepare graphics to help facilitate the meeting. It is assumed Stantec will lead the meeting to get feedback from the organization on the design.

Stantec will incorporate feedback from the City and VRWJPO into the plans to prepare a full set of plans and specifications for bidding. Stantec will coordinate with the City to solicit bids to complete the work. The deliverables for final plans and specifications will include:

- Final construction plans
- Final specifications
- Bid form with itemized construction items and quantities
- Engineer's Opinion of Probable Costs

Stantec will complete geotechnical and groundwater investigation by contracting Braun Intertec to complete a soil boring to assist in the design of the hydrodynamic separator and determine ground water conditions. The boring will be taken at the proposed structure location to an anticipated depth of 25 feet. Braun will draft a recommendation report which will assist in designing the structure foundation and the determine the dewatering needs. The geotechnical investigation work will be contracted after award at a do not exceed amount of \$5,500.

Task 3 – Bidding Assistance

Stantec will assist the City through the bidding process after completing construction documents and will prepare the Advertisement for Bid. Stantec will be available to answer calls from bidders to answer questions. Stantec will attend and assist the Project Team at a pre-bid meeting for interested contractors. Stantec will provide addendum(s) to address any identified issues in the contract documents. Stantec will

Reference: Firelight Way Stormwater Improvements

prepare a bid tabulation upon receipt of contractor bids and work with the City and VRWJPO to evaluate the bids and recommend a contractor to perform the work.

Assumptions:

- Stantec will post the project manual on Quest
- Stantec will provide an Advertisement for Bid to the City to submit to the local paper

Task 4 – Construction Administration and Observation

Stantec will partner with the City in administering the awarded contract. Stantec will complete the review of material submittals for specified project components in preparation for construction. Stantec will track project progress, review change orders, and process pay requests. Stantec will attend a preconstruction meeting attended by the awarded contractor, City, VRWJPO, and other project partners as invited by the City.

Stantec will provide field staking to facilitate the construction of the stormwater infrastructure. Field stakes to include locations of specific infrastructure, as well as hub elevations to set key elevations. Curb and gutter stakes will be provided prior to restoration of the site. Stantec will also stake property boundaries and mark “No Access” areas identified by City to the Contractor.

Construction observation will be provided throughout the construction of the project. Stantec will work directly with City staff to conduct construction observation site visits. Project is expected to take two to three weeks to complete. Stantec will complete up to 10 site visits in coordination with City staff during construction to observe that key design components are properly installed and connected to existing City infrastructure. During the last week of project construction, Stantec will develop a punch list of final project items that need to be addressed before construction can be certified as complete. The punch list will be reviewed with the City and construction contractor to ensure the project design and specifications have been met.

Task 5 – Project Closeout

Stantec will review the final contract submittals for the project from the construction contractor and provide a recommendation to the City on the final project status. The final payment application will be reviewed and provided to the City for their records and processing. Additionally, Stantec will collect survey data during and after construction is completed to create final as-built plans. The as-builts will be provided in PDF and CAD format for inclusion within the City's GIS database.

Task 6 – Maintenance Inspections

Stantec will provide maintenance inspections during the warranty period after the project has been complete. Stantec will assess the storm sewer improvements and hydrodynamic separator structure for proper functioning. Stantec will also inspect road improvements for rutting, cracking, settlements and other

Reference: Firelight Way Stormwater Improvements

issues. The site will be examined up to 3 times. Initial visit will occur in fall/early winter of 2025, summer 2026 and 2 months prior to warranty expiration.

Schedule

We assume this project will begin in February upon receipt of authorization from the City, with construction slated for Summer 2025.

Fee Estimate

Task	Description	Labor	Subs	Task Total
1	Project Management	\$5,850	-	\$5,850
2	Plan Sets and Specifications	\$25,875	\$5,500	\$31,375
3	Bidding Assistance	\$8,035	-	\$8,035
4	Construction Administration and Observation	\$14,392	-	\$14,392
5	Project Closeout	\$4,726	-	\$4,726
6	Maintenance Inspections	\$2,040	-	\$2,040
Total				\$66,418

Our estimated fee to complete the identified scope of work is **\$66,418.00**. Any anticipated changes to the scope that will affect the project fee will be communicated to the City before additional work is undertaken. We will invoice monthly for actual time and expense incurred. To execute this contract, please sign below. This work will be completed in accordance with the terms and conditions of our current Master Services Agreement between the City of Lakeville and Stantec.

We thank you for this opportunity to present this proposal. Should you have any questions or need clarification of anything in the enclosed proposal, please do not hesitate to contact us.

Regards,

STANTEC CONSULTING SERVICES INC.



Nick Wyers
Project Manager
952-838-5661
Nick.wyers@stantec.com



Josh Accola
Water Resources Engineer
715-207-5157
joshua.accola@stantec.com

Reference: Firelight Way Stormwater Improvements

By signing this proposal, the City of Lakeville, MN authorizes Stantec to proceed with the services herein described.

This proposal is accepted and agreed on (DATE):_____

Per: The City of Lakeville, MN

Print Name & Title

Signature



Date: 2/18/2025

**Resolution Awarding Construction Contract to Sunram Construction
for Stormwater Management Basin Maintenance**

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution awarding a construction contract to Sunram Construction for Stormwater Management Basin Maintenance.

Overview

The City owns and maintains an existing stormwater management system in Outlot S, Crossroads 1st Addition (located south of 179th Street and east of Cedar Avenue). Sections of earth berms are experiencing erosion and, if left unaddressed, could potentially lead to structural failure causing subsequent washouts and the mixing of treated and untreated stormwater. City Project 25-42 includes the following repair and maintenance activities: a) minor regrading and stabilizing of the earth berm, b) installing riprap along the earth berm to reinforce banks/reduce scouring, and c) removing accumulated sediment. The maintenance activities are designed to restore the stormwater management system's functionality, mitigate future erosion and preserve the City's stormwater infrastructure investment.

The City received two quotes for maintenance activities related to City Project 25-42 on February 7, 2025, ranging from a low quote of \$63,560.00 submitted by Sunram Construction to a high quote of \$103,231.51. The engineer's estimate of the construction cost was \$80,760.00.

Supporting Information

1. 2025.02.18 Resolution Awarding Contract
2. 2025.02.18 Construction Agreement
3. 2025.02.07 Stantec Quote Recommendation Memo

Financial Impact: \$63,560.00 Budgeted: Yes Source: Utility Fund - Environmental Res. Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Maria Friedges, Environmental Resources Specialist
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CITY OF LAKEVILLE

RESOLUTION NO. 25-

**Resolution Awarding Construction Contract to Sunram Construction, Inc.
for Stormwater Management Basin Maintenance**

WHEREAS, the City of Lakeville received quotes on Friday, February 7, 2025, for Stormwater Management Basin Maintenance related to City Project 25-42; and

WHEREAS, the lowest responsible quote was from Sunram Construction, Inc.

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

Hereby awards the contract to the lowest responsible quoter that meets all the quote requirements, Sunram Construction, Inc., with a quote in the amount of \$63,560.00. The construction is proposed to be completed as specified in the contract documents.

ADOPTED by the Lakeville City Council this 18th day of February 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Lakeville ("Owner") and
Sunram Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Crossroads Basin Maintenance Project, City Project No. 25-42.

ARTICLE 2 – THE PROJECT

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

The project will include pond berm repairs, vegetated riprap, erosion and sediment control, MnDOT class II riprap placement, seeding, and site restoration.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Stantec.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before **March 21, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include Substantial Completion shall include all removals, grading, placement of riprap, all in-stream work, and restoration work.
- B. The Work will be final completed on or before **June 6, 2025**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02. above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty);
1. The liquidated damages shall be in accordance with Table 1807-1 Schedule of Liquidated Damages for all stated completion dates, as well as any intermediate completion dates.
 2. Failure to complete site grading with completion dates outlined in the General Conditions.
 3. Failure to provide temporary stabilization and appropriate erosion/sediment control.
 4. Liquidated damages will be cumulative, and shall be collected for each portion of the project under construction in which the specified parameters have not been met.

ARTICLE 5 – CONTRACT PRICE

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

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

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) \$ 63,560.00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference idents identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or the with the consent of the Owner.
- L. The Contract Documents shall not be construed as creating any contractual relationship between the Owner and any subcontractor.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages to , inclusive).

3. Payment bond (pages [] to [], inclusive).
 4. Other bonds.
 - a. Maintenance bond (pages [] to [], inclusive).
 5. General Conditions (pages [] to [], inclusive).
 6. Supplementary Conditions (pages [] to [], inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of [4] sheets with each sheet bearing the following general title: Crossroads Basin Maintenance, dated 01/29/2025.
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages [1] to [9], inclusive).
 - b. Non-Collusion Affidavit
 - c. Responsible Contractor Verification and Certification Form
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall

be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.
- B. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
 - 1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10.06 *Indemnity*

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

10.07 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

10.08 *Software License.*

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

10.09 *Patented devices, materials and processes.*

- A. If the Contract requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted,

the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

10.10 *Assignment.*

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

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

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

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

12, 2025 (which is the Effective Date of the Contract).

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

20010 75th Ave. North
Corcoran MN 55340

License No.: _____

BC 645280
(where applicable)

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

To: Zach Johnson, PE, City of Lakeville From: Nick Wyers, PE, Stantec
McKenzie Cafferty, City of Lakeville
Project/File: 227707608 Date: February 7, 2025
Subject: Quote Results – City of Lakeville Crossroads Basin Maintenance Project – CP 25-42

Council Action Requested

Staff is recommending Council authorize a Notice of Award for the construction of the Crossroads Basin Maintenance Project.

Quote Results

Two quotes were received on Friday, February 7th for the Crossroads Basin Maintenance Project. Quote results are summarized below and details are in the attached table.

Contractor

- Sunram Construction, Inc.
- Minger Construction Co. Inc.

Bid Amount

\$ 63,560.00
\$ 103,231.51

The low quote is from Sunram Construction, Inc. with a bid of \$63,560. The Engineer's estimate was approximately \$80,760.00.

Engineer's Recommendation

The bids were competitive, therefore, Stantec recommends that the project be awarded to Sunram Construction, Inc. for \$63,560.

Stantec Consulting Services Inc.



Nick Wyers
Civil Engineer/Project Manager
Phone: 952-838-5661
Nick.Wyers@stantec.com

Attachments:

- Bid Tab



Project Name: Crossroads Basin Maintenance Project

Bid Opening: Friday February 7, 2025

Owner: The City of Lakeville

BID TABULATION				Quoter No. 1		Quoter No. 2	
				Sunram Construction, Inc.		Minger Construction Co. Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
BASE BID:							
Base Quote:							
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$8,000.00	\$8,000.00	\$25,850.00	\$25,850.00
2	TEMPORARY CONSTRUCTION ENTRANCE - MAINTAINED	LS	1	\$3,150.00	\$3,150.00	\$0.01	\$0.01
3	FLOATATION SILT CURTAIN TYPE STILL WATER - MAINTAINED	LF	200	\$25.00	\$5,000.00	\$1.00	\$200.00
4	SEDIMENT CONTROL LOG TYPE STRAW (OR BIOROLL) - MAINTAINED	LF	50	\$5.00	\$250.00	\$4.85	\$242.50
5	COMMON TOPSOIL BORROW (LV)	CY	90	\$48.00	\$4,320.00	\$82.00	\$7,380.00
6	MNDOT CLASS II RIPRAP	TON	310	\$100.00	\$31,000.00	\$180.00	\$55,800.00
7	CATEGORY 25 EROSION CONTROL BLANKET	SY	760	\$2.50	\$1,900.00	\$7.15	\$5,434.00
8	CATEGORY 37 COIR EROSION CONTROL BLANKET	SY	760	\$7.00	\$5,320.00	\$9.75	\$7,410.00
9	GEOTEXTILE FABRIC, TYPE IV, NONWOVEN	SY	630	\$6.00	\$3,780.00	\$1.00	\$630.00
10	MN STATE SEED MIX 34-261 (RIPARIAN SOUTH AND WEST)	LBS	10	\$84.00	\$840.00	\$28.50	\$285.00
TOTAL QUOTE				\$63,560.00		\$103,231.51	
Contractor Name and Address:				Sunram Construction, Inc.		Minger Construction Co. Inc.	
				20010 75th Ave. North Corcoran, MN 55340 (763) 420-2140 Phone: ryan@sunramconstructioninc.com Email: ryan@sunramconstructioninc.com Signed By: Ryan M. Sunram Title: President		620 Corporate Drive Jordan, MN 55352 (952) 368-9200 Phone: lukem@mingerconst.com Email: lukem@mingerconst.com Signed By: Luke Minger Title: President	



Date: 2/18/2025

Annual Purchase of Hydrant Parts

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution for purchase of hydrant parts from Ferguson Waterworks.

Overview

The Utilities Division sent out an annual request for quotes for hydrant parts to Ferguson Waterworks and Core and Main. The hydrant parts replenish the inventory based on parts used annually to repair broken or leaking hydrants. Ferguson Waterworks was the low bidder with a total price of \$29,906.42.

Supporting Information

1. Resolution for Hydrant Parts Purchase
2. Ferguson Hydrant Parts Quote
3. Core and Main Hydrant Parts Quote

Financial Impact: \$29,906.42 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Shane Quade, Utilities Superintendent
--

CITY OF LAKEVILLE

RESOLUTION NO. 23-____

PURCHASE OF HYDRANT PARTS

WHEREAS, hydrant parts are needed annually to repair broken or leaking hydrants; and

WHEREAS, the Utilities Division sent out request for quotes to Ferguson Waterworks and Core and Main; and

WHEREAS, Ferguson Waterworks was the low bidder with a total price of \$29,906.42; and

WHEREAS, the purchase of hydrant parts was budgeted in the 2025 Utility Division budget; and

NOW, THEREFORE, BE IT RESOLVED by the Lakeville City Council approves the purchase of hydrant parts from Ferguson Water works in the amount of \$29,906.42.

ADOPTED by the Lakeville City Council this 18th day of February 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



FERGUSON WATERWORKS #2805
1420 3RD AVE WEST
SHAKOPEE, MN 55379-1036

Phone: 651-286-2334

Deliver To:
From: Taylor Fedje
taylor.fedje@ferguson.com

Comments:

08:47:37 JAN 31 2025

Page 1 of 2

FERGUSON WATERWORKS #2518

Price Quotation

Phone: 651-286-2334

Bid No: B171100
Bid Date: 01/23/25
Quoted By: TMF

Cust Phone: 952-985-4400
Terms: NET 10TH PROX

Customer: CITY OF LAKEVILLE
ATTN: ACCOUNTS PAYABLE
20195 HOLYOKE AVE
LAKEVILLE, MN 55044

Ship To: CITY OF LAKEVILLE
ATTN: ACCOUNTS PAYABLE
20195 HOLYOKE AVE
LAKEVILLE, MN 55044

Cust PO#: 2025 PRICING

Job Name: HYDRANT PARTS

Item	Description	Quantity	Net Price	UM	Total
AFCPACER4016	16 PACER UPPER S/ PIPE TRFC	4	603.640	EA	2414.56
SP-EZFG21	E-Z GUIDE HYD MRKR FIBERGLASS	130	19.520	EA	2537.60
AFCK56206	PACER 6 K562 TOP EXT KIT	2	743.660	EA	1487.32
AFCK56212	PACER 12 K562 TOP EXT KIT	1	875.510	EA	875.51
AFC51469	PACER #7 DRN PLGR	5	23.810	EA	119.05
AFCPACER125H	PACER HOSE NOZ	3	131.290	EA	393.87
AFCPACER125P	PACER PUMPER NOZ	3	345.880	EA	1037.64
AFCPACER17A	PACER #17A LWR OP NUT	15	54.940	EA	824.10
AFCPACER17B	PACER #17B UPPER OP NUT	15	98.300	EA	1474.50
AFCPACER30	PACER #30 CROSSARM BRZ	20	104.620	EA	2092.40
AFCPACER31	PACER #31 VLV SEAT	6	298.040	EA	1788.24
AFCPACER34BRZ	PACER #34 UPPER VLV WSHR BRZ	10	104.620	EA	1046.20
AFCPACER35	PACER #35 MAIN VLV URTHN	20	98.300	EA	1966.00
AFCPACER36	PACER #36 LWR VLV WSHR EPOX	10	55.470	EA	554.70
AFCPACER64	PACER #64 FLG LCK RNG	40	12.630	EA	505.20
AFCPACER67	PACER #67 BREAK COUP SLV	20	18.940	EA	378.80
AFCPACER87	PACER #87 COUP NUT BRZ	10	6.300	EA	63.00
AFCPACER89	PACER #89 NOZ SEC BUSH	25	43.490	EA	1087.25
AFCPACER90	PACER #90 THRUST RNG	10	9.930	EA	99.30
AFCPACER92	PACER #92 LIPPED UPPER S/PIPE GSKT	40	14.700	EA	588.00
SP-AFCPACER728	LOWER ROD W/STUD&NUT 1-3/4 8' BURY	6	278.000	EA	1668.00
SP-AFCPACER729	LOWER ROD W/STUD&NUT 1-3/4 9' BURY	8	278.000	EA	2224.00
SP-AFCPACER7296	LOWER ROD W/STUD&NUT 1-3/4 9'6" BURY	6	278.000	EA	1668.00
SP-AFCPACER7210	LOWER ROD W/STUD&NUT 1-3/4 10' BURY	6	278.000	EA	1668.00
AFC113RED	PACER #113 BREAK FLG RED.	12	80.040	EA	960.48
AFCPACER117	PACER #117 PUMP NOZ RTNR	5	44.470	EA	222.35
AFCPACER1196038	PACER #119 HOSE NOZ RTNR TP6038	5	32.470	EA	162.35
Net Total:					\$29906.42
Tax:					\$0.00
Freight:					\$0.00
Total:					\$29906.42



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2518&on=24674>

FERGUSON WATERWORKS #2518
Price Quotation

08:47:37 JAN 31 2025

Reference No: B171100

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

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Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2518&on=24674>



Bid Proposal for City of Lakeville 2025 Hydrant Parts

CITY OF LAKEVILLE, MN

Job Location: Lakeville, MN

Bid Date: 01/31/2025 03:30 pm

Core & Main Bid #: 3967972

Core & Main

5145 211th Street West

Farmington, MN 55024

Phone: 6514636090

Fax: 6514634554

Seq#	Qty	Description	Units	Price	Ext Price
10	4	#40 16" UPPER STANDPIPE W67	EA	603.99	2,415.96
20	130	5FT HYDRAFINDER FLAG/HYD MARKR	EA	19.50	2,535.00
30	2	6" WB67 HYD EXT F/5-1/4VO	EA	759.99	1,519.98
40	1	12" WB67 HYD EXT F/5-1/4VO	EA	893.99	893.99
50	5	#7 WB-67 5" DRAIN PLUNGER	EA	24.79	123.95
60	3	#12A WAT NST HOSE NOZZLE	EA	131.99	395.97
70	3	#12A MECH PMP NOZ 40524 W67	EA	346.99	1,040.97
80	15	#17A WAT LOWER OP NUT LH	EA	54.49	817.35
90	15	17B WAT UP OP NUT W/#90 WASHER	EA	98.99	1,484.85
100	20	#30 HYD BRONZE CROSSARM W67	EA	104.99	2,099.80
110	6	#31 WAT VALVE SEAT W/O-RING	EA	299.99	1,799.94
120	10	#34 WAT UPPER VALVE WASHER BRZ	EA	104.99	1,049.90
130	20	#35 MAIN VLV RBR URETHANE	EA	98.99	1,979.80
140	10	#36 WAT LOWER VALVE WASHER STD	EA	55.99	559.90
150	40	#64 WAT SS LOCK RING	EA	12.69	507.60
160	20	#67 WAT BREAK CPLG HALF	EA	19.15	383.00
170	10	#87 WB-67 5" CPLG NUT	EA	6.39	63.90
180	25	AFC #89 OP NUT BUSHING WB-67 52836	EA	43.99	1,099.75
190	10	#90 WAT HYD THRUST RING	EA	9.94	99.40
200	40	#92 WAT HYD GASKET LIPPED 7/8" X 8 1/2" X 1/16" TH	EA	14.89	595.60
210	6	#72 8'0" LOWER ROD	EA	289.99	1,739.94
220	8	#72 9'0" LOWER ROD	EA	289.99	2,319.92
230	6	#72 9'6" LOWER ROD	EA	289.99	1,739.94
240	6	#72 10'0" LOWER ROD	EA	289.99	1,739.94
250	12	#113 WAT HYD BREAKABLE FLG	EA	79.99	959.88
260	5	#117 WAT NST PUMPER RETAINER	EA	44.50	222.50
270	5	#119 WAT NST HOSE NOZZLE RETAI NER	EA	32.50	162.50
				Sub Total	30,351.23
				Tax	0.00
				Total	30,351.23

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Date: 2/18/2025

Purchase of Pressure Reducing Valves and Meter Couplings

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution for purchase of pressure reducing valves and meter couplings from Ferguson Waterworks.

Overview

Annually the city purchases pressure reducing valves and meter couplings to replenish inventory needed for new developments and repairs to existing infrastructure. The Utilities Division sent out a request for quotes for pressure reducing valves and meter couplings to Ferguson Waterworks and Core and Main. Ferguson Waterworks was the low bidder with a total of \$174,945.61.

Supporting Information

1. Resolution
2. Ferguson PRV and Meter Couplings Quote
3. Core and Main PRV and Meter Couplings Quote

Financial Impact: \$174,945.61 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Shane Quade, Utilities Superintendent

CITY OF LAKEVILLE

RESOLUTION NO. 23-____

PURCHASE OF HYDRANT PARTS

WHEREAS, annually the city purchases pressure reducing valves and meter coupling to replenish inventory needed for new development and repairs to existing infrastructure; and

WHEREAS, the Utilities Division sent out request for quotes to Ferguson Waterworks and Core and Main; and

WHEREAS, Ferguson Waterworks was the low bidder with a total price of \$174,945.61; and

WHEREAS, the purchase of hydrant parts was budgeted in the 2025 Utility Division budget; and

NOW, THEREFORE, BE IT RESOLVED by the Lakeville City Council approves the purchase of hydrant parts from Ferguson Water works in the amount of \$174,945.61.

ADOPTED by the Lakeville City Council this 18th day of February 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



FERGUSON WATERWORKS #2805
1420 3RD AVE WEST
SHAKOPEE, MN 55379-1036

Phone: 651-286-2334

Deliver To:

From: Michael P Fries
michael.fries@ferguson.com

Comments:

10:53:41 FEB 07 2025

Page 1 of 2

FERGUSON WATERWORKS #2518

Price Quotation

Phone: 651-286-2334

Bid No: B171056
Bid Date: 01/22/25
Quoted By: TMF

Cust Phone: 952-985-4400
Terms: NET 10TH PROX

Customer: CITY OF LAKEVILLE
ATTN: ACCOUNTS PAYABLE
20195 HOLYOKE AVE
LAKEVILLE, MN 55044

Ship To: CITY OF LAKEVILLE
ATTN: ACCOUNTS PAYABLE
20195 HOLYOKE AVE
LAKEVILLE, MN 55044

Cust PO#: 2025 PRICING

Job Name: PRV & METER QUOTE

Item	Description	Quantity	Net Price	UM	Total
WLF25AUBZ3F	LF 3/4 WTR PRV	72	122.364	EA	8810.21
WLF25AUBZ3G	LF 1 WTR PRV	432	173.470	EA	74939.04
WLF25AUBZ3J	LF 1-1/2 WTR PRV	25	469.200	EA	11730.00
WLF25AUBZ3K	LF 2 WTR PRV	25	564.780	EA	14119.50
WLFN223FM2M	LF 3 PRV W/O STRN	2	4355.050	EA	8710.10
WLFM115P	*NLA LFNP 4 LFM115 150# DI PRV	2	3626.450	EA	7252.90

	FORD METER COUPLINGS				
FC382425NL	LF 3/4X1X2-1/2 MIP STRT MTR COUP	600	16.550	EA	9930.00
FC38442625NL	LF 1X2-5/8 MIP STRT MTR COUP	600	16.300	EA	9780.00
SP-CF316695260NL	1-1/2 FLG KIT, PAIR COUPS & PSB	118	105.130	EA	12405.34
SP-CF31779526009NL	2 FLG KIT, PAIR COUPS & PSB	122	134.090	EA	16358.98
M7610RKM	3 MTR FLG KIT RND	1	350.130	EA	350.13
M7610RKP	LF 4 MTR FLG KIT BRZ SET	1	559.410	EA	559.41

Net Total: \$174945.61
Tax: \$0.00
Freight: \$0.00
Total: \$174945.61



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2518&on=24674>

FERGUSON WATERWORKS #2518
Price Quotation

10:53:41 FEB 07 2025

Reference No: B171056

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CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2518&on=24674>



Bid Proposal for City of Lakeville 2025 PRV Meter Cplg

CITY OF LAKEVILLE, MN

Job Location: Lakeville, MN

Bid Date: 01/31/2025 03:30 pm

Core & Main Bid #: 3969307

Core & Main

5145 211th Street West

Farmington, MN 55024

Phone: 6514636090

Fax: 6514634554

Seq#	Qty	Description	Units	Price	Ext Price
10	72	3/4 WATT 25AUB PRV FIPTXFIP	EA	119.98	8,638.56
20	432	1 WATT 25AUB PRES REG FIPXFIP	EA	173.98	75,159.36
30	25	1-1/2 WATT 0070323 25AUB-Z3 PRS RED VLV	EA	473.98	11,849.50
40	25	2 WATT 25AUB-Z3 0070336 PRESSU RE REDUCING VALVE W/ Z-3 OPTIO	EA	569.98	14,249.50
		N			
50	2	3" WATTS PRV LFN223FM2	EA	4,448.98	8,897.96
60	2	4" WATTS LFM115 PRV	EA	3,615.98	7,231.96
70	600	74620 3/4X1 METER COUPLING NO LEAD	EA	17.78	10,668.00
80	600	74620 1X1X2.63 MTR CPLG MNUTXMIPT NO LEAD 5124-111	EA	15.48	9,288.00
90	118	1-1/2" 7610FKIT MTR FLG KIT	EA	112.25	13,245.50
100	122	2" MTR FLG KIT 7610FKIT	EA	143.15	17,464.30
110	1	3" BRASS MTR FLG KIT 7610RK	EA	282.59	282.59
120	1	4" BRASS MTR FLG KIT 7610RK	EA	451.49	451.49
				Sub Total	177,426.72
				Tax	0.00
				Total	177,426.72

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Date: 2/18/2025

**Encroachment Agreement with Sinnakaruppan Family Trust
for Private Improvements in Public Easements**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Encroachment Agreement with Sinnakaruppan Family Trust for private improvements in public easements.

Overview

The Sinnakaruppan Family Trust (19180 Indora Trail) requests approval for existing privately-owned and maintained retaining walls to remain in public easements. The property owner will own and maintain the walls and is responsible for removing the private improvements if the City determines the public easements must be utilized.

Supporting Information

1. Encroachment Agreement and Certificate of Trust

Financial Impact: \$0 **Budgeted:** No **Source:** N/A

Envision Lakeville Community Values: Design that Connects the Community

Report Completed by: Michael Kutz, Civil Engineer

(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this _____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and the **SINNAKARUPPAN FAMILY TRUST DATED MARCH 21, 2021**, (“Owner”).

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

PID 22-73355-03-030

Lot 3, Block 3, Summerlyn 6th Addition, Dakota County, Minnesota
according to the recorded plat thereof,

(abstract property)

having a street address of 19180 Indora Trail, Lakeville, Minnesota 55044 (“Subject Property”). The City owns easements for drainage and utility purposes over portions of the Subject Property (“Easement Areas”). Owner desires to construct retaining walls on the south side of the Subject Property which encroaches on the City’s drainage and utility Easement Areas as depicted on the survey sketch attached hereto as Exhibit “A”.

2. **ENCROACHMENT AUTHORIZATION.** The City hereby approves the encroachment of the retaining walls in its Easement Areas on the Subject Property. Further conditions of encroachment approval are as follows:

- The retaining walls located on the Subject Property shall not impact or increase water drainage on the abutting property or cause any adverse drainage patterns or erosion to the abutting property.
- Owner agrees that the construction of the retaining walls is consistent with all applicable federal, state and local laws and regulations.
- The Owner of the Subject Property will own and maintain the retaining wall.

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the City's Easement Areas, Owner, for itself, successors and assigns, hereby agrees to indemnify and hold the City harmless from any damage caused to the Subject Property, including the retaining walls in the City's Easement Areas, caused in whole or in part by the encroachment into the City's Easement Areas.

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

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

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

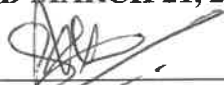
And _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

**PROPERTY OWNER:
SINNAKARUPPAN FAMILY TRUST
DATED MARCH 21, 2021**

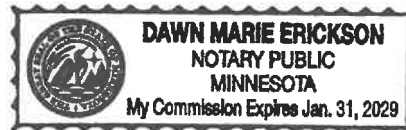

Karthik Sinnakaruppan, Trustee


Vishnupriya Annadurai, Trustee

STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 28 day of January, 2025, by **Karthik Sinnakaruppan**, as Trustee of the Sinnakaruppan Family Trust Dated March 21, 2021, on behalf of the trust.

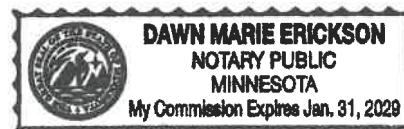

Notary Public



STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

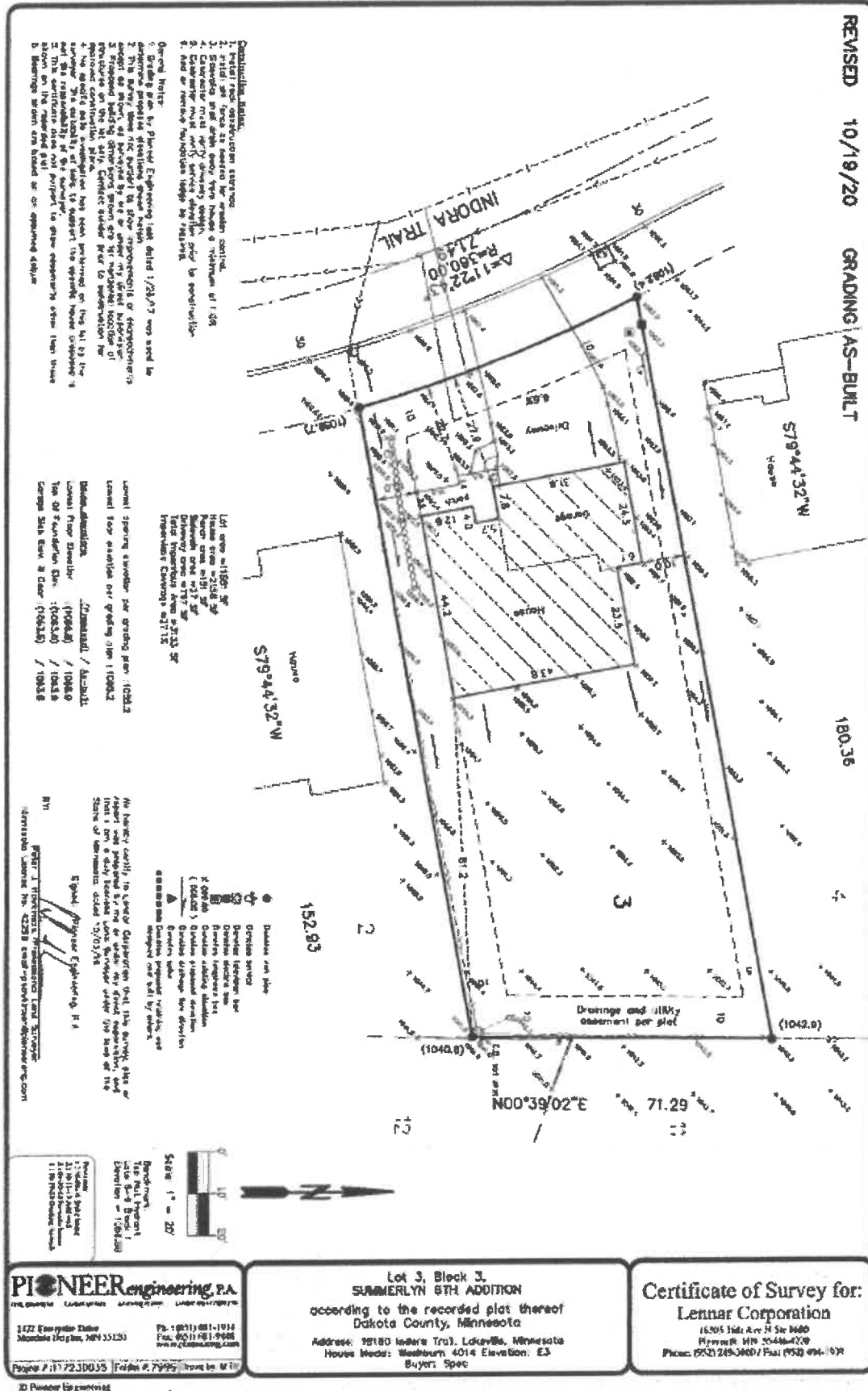
The foregoing instrument was acknowledged before me this 28 day of January, 2025, by **Vishnupriya Annadurai**, as Trustee of the Sinnakaruppan Family Trust Dated March 21, 2021, on behalf of the trust.


Notary Public



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

EXHIBIT "A"



100

- 10

The name of each settlor of the trust is: Karthik Sinnakaruppan and Vishnupriya Annadurai.

The name of each original Trustee is: Karthik Sinnakaruppan and Vishnupriya Annadurai.

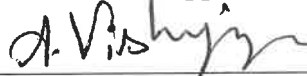
X The Affidavit of Trustee, consisting of 2 pages, is attached to this Certificate of Trust.

The statements contained in this Certificate of Trust are true and correct and there are no other provisions in the trust instrument, or amendments to it, that limit (i) the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, or transfer title to interest in real or personal property, or (ii) the authority of the trustees to exercise any other power identified in this Certificate of Trust.

SIGNATURE OF TRUSTEES:



Karthik Sinnakaruppan



Vishnupriya Annadurai

Subscribed and sworn to before me
this 28 day of January, 2025.


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

AFFIDAVIT OF TRUSTEE

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

Karthik Sinnakaruppan and Vishnupriya Annadurai, being first duly sworn on oath, say that:

1. Affiants are one of the Trustees named in that certain Certificate of Trust to which this Affidavit is attached ("Trust Instrument"), which Certificate of Trust was executed by Affiants and which relates to real property in Dakota County, Minnesota, legally described as follows:

**Lot 3, Block 3, Summerlyn 6th Addition, Dakota County, Minnesota,
according to the recorded plat thereof.**

2. The name and address of each Trustee empowered to act under the Trust Instrument at the time of the execution of this Affidavit is:

Karthik Sinnakaruppan Vishnupriya Annadurai
19180 Indora Trail 19180 Indora Trail
Lakeville, MN 55044 Lakeville, MN 55044

Vishnupriya Annadurai
19180 Indora Trail
Lakeville, MN 55044

3. The Trustees who have executed that certain Encroachment Agreement relating to the real property described above, between Sinnakaruppan Family Trust Dated March 21, 2021, and City of Lakeville, a Minnesota municipal corporation, dated _____, 2025:

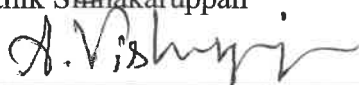
- (a) are empowered by the Trust Instrument to sell, convey, pledge, mortgage, lease or transfer title to any interest in real property held in trust; and

- (b) are the only Trustees required by the Trust Instrument to execute and deliver such an instrument.
4. The Trust has not terminated and the Trust Instrument has not been revoked.
5. There has been no amendment to the Trust Instrument which limits the power of the Trustees to execute and deliver the instrument described in paragraph 3.
6. The Trust is not supervised by any Court.
7. Affiants do not have actual knowledge of any facts indicating the Trust is invalid.

SIGNATURE OF TRUSTEES:



Karthik Sinnakaruppan



Vishnupriya Annadurai

Subscribed and sworn to before me
this 28 day of January 2025.



Notary Public



THIS INSTRUMENT WAS
DRAFTED BY:
Campbell Knutson
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Eagan, Minnesota 55121
Telephone: (651) 452-5000
AMP/smt



Date: 2/18/2025

Agreement with RES PYRO for July 4th Fireworks Display

Proposed Action

Staff recommends adoption of the following motion: Move to approve agreement with RES PYRO for July 4th Fireworks Display.

Overview

This year's celebration will begin with pre-fireworks festivities at Century Middle School and the July 4th firework display will be launched from King Park. The pre-fireworks festivities include food trucks, live band, petting zoo, and more. Funding for the \$35,000 display will be provided through Lakeville Liquors and donations from College City Beverage, Inc. and the Lakeville Lions.

In 2020, the city took on the responsibility of executing the agreement for the fireworks display. The 2022 RFP that was sent to vendors included an opportunity to renew the agreement for five years (through 2027) pending approval of appropriate funding and an excellent rating of each show. RES PYRO has a long history of great shows here in Lakeville, including 2024. The attached agreement has been reviewed by the City Attorney and staff is recommending approval of the agreement by the Mayor and City Council.

Supporting Information

1. Agreement with RES Pyro

Financial Impact: \$35,000 Budgeted: Yes Source: Liquor Fund and Donations Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Susan Johnson, Recreation Manager
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DISPLAY CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into on this 21st day of January, 2025 between **RES Pyro**, hereafter referred to as the SELLER and **City of Lakeville**, hereafter referred to as the BUYER.

IT IS MUTUALLY AGREED BETWEEN THE SELLER AND THE BUYER AS FOLLOWS:

Service Provided	Outdoor Fireworks Display
Date(s)	Friday, July 4, 2025
Rain Date	N/A
Time	Dusk (Approximately)
Duration	20 minutes (depending on intensity)
Location	King Park, Lakeville, MN
Event Sponsor	City of Lakeville

OBLIGATIONS OF SELLER:

SELLER shall provide all materials, equipment, and personnel necessary to perform the above-mentioned display.

SELLER is required and will comply with NFPA 1123, Code for Outdoor Display of Fireworks, 2018 edition and NFPA 1126, Pyrotechnics before a Proximate Audience, 2016 edition.

SELLER shall provide a certificate of liability insurance in the amount of \$5,000,000.00 to cover the fireworks display and cleanup. BUYER shall be listed as Certificate Holder on the Certificate of Liability insurance. All individuals/entities listed on the certificate of liability insurance will be deemed an additional insured per this contract.

SELLER will assist with cleanup of debris in the display site area.

SELLER shall include the BUYER, as co-insured on Certificate of Insurance.

SELLER shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

SELLER shall carry the following insurance coverage:

A. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Minnesota.

B. Commercial general liability insurance with combined single limits of liability not less than \$5,000,000 for bodily injury, including personal injury or death, products liability, and property damage.

The BUYER shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverage. The contractor shall provide a certificate of liability insurance, and a copy of additional insured endorsement by June 21, 2024, evidencing such coverage and, at BUYER'S request, furnish BUYER with copies of insurance policies and with evidence of payment of premium or fees of such policies.

OBLIGATIONS OF BUYER:

BUYER shall provide a suitable location for firing of the fireworks display.

BUYER shall provide and cover all costs for security, safety, and cleanup at the display site.

TERMS AND CONDITIONS:

The terms of this agreement shall begin on the day of the signing of this agreement and shall conclude upon the completion of the display. However, if before the date of the scheduled performance, the BUYER has not performed fully its obligations under the terms of this agreement or that the financial credit of the BUYER has been impaired, the SELLER may cancel this agreement at any time.

In the event the BUYER does not perform fully all of its obligations herein, the SELLER shall have the option to perform or refuse to perform hereunder, and in either event the BUYER shall be liable to the SELLER for any damages, compensation or costs incurred including but not limited to attorney and court fees in addition to the compensation herein.

The SELLER shall retain the right to stop or interrupt the display at any time if, in the opinion of the SELLER, conditions have become unsafe. In event of rain, fireworks may be rescheduled at a mutually agreeable date.

PAYMENT:

Contracted amount: \$35,000.00 inclusive of sales tax, if applicable.

Contracted amount includes fire watch and permit fee.

All payments shall be paid by BUYER to and in the name of **RES Pyro** in the form of a company check, certified bank check, money order, or cash.

CANCELLATION:

The Parties agree that should inclement weather prevent the fireworks display from occurring on July 4, 2025, the Contractor shall be entitled to a fee charge of Four Thousand and no/100ths Dollars (\$4,000.00). In the event of a cancellation for inclement weather, the fireworks display will be rescheduled to _____ or another mutually agreed upon date.

In the event the BUYER cancels this agreement any time during the contract period for a reason other than inclement weather, the SELLER shall be entitled to and receive 30% of the contracted fee for the remainder of the contract period plus compensation for any pre- and post-production costs incurred.

MISCELLANEOUS TERMS:

It is agreed that nothing herein contained is intended, or should be construed in any manner, as creating or establishing the relationship of co-partners between the parties hereto, or as constituting the SELLER staff as the agents, representatives or employees of the BUYER for any purpose in any manner whatsoever. The SELLER and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. The SELLER represents that it has, or will secure at its own expense, any and all personnel required in performing services under this Agreement. Personnel, while engaged in the performance of any work or services required by the SELLER under this Agreement, shall not be considered employees of the BUYER, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota, on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the SELLER, its officers, agents, contractors or employees shall in no way be the responsibility of the BUYER, and the SELLER shall defend, indemnify and hold the BUYER, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the BUYER, including, without limitation, tenure rights, medical

and hospital care, sick leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

SELLER shall defend, indemnify, and hold harmless the BUYER, its officers, employees and agents, from any and all claims causes of action, lawsuits, damages, losses or expenses, including attorney's fees, arising out of or resulting from the SELLER'S (including its officers, employees or agents) performance of the duties under this Agreement.

Any amendments to this Agreement shall be in writing and executed by the parties in the same manner as this Agreement.

THIS AGREEMENT shall be interpreted under the laws of the State of Minnesota.

The parties mutually and severally guarantee the terms, conditions, and payments of the Agreement, which shall be binding upon the parties, heirs, executors, administrators, successors and assigns.

THIS AGREEMENT shall not be assignable except at the written consent of the BUYER.

THIS AGREEMENT represents the entire agreement between the BUYER and the SELLER and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, and amendments, addenda, alterations or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereunto set their names on the day and year listed below.

CONTRACT VALID WHEN SIGNED BY AUTHORIZED PERSONS.

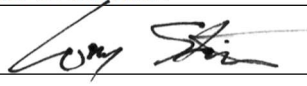
BUYER: _____

SELLER: Cory Stinar - RES Pyro

Title: _____

Title: Director of Services

Signature: _____

Signature: 

Date: _____

Date: 1/21/2025



Date: 2/18/2025

Resolution Authorizing Issuance and Sale of General Obligation Bonds, Series 2025A

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Authorizing the Issuance and Sale of General Obligation Bonds, Series 2025A.

Overview

Recommendations and financial impacts for 2025A bonds were discussed at the January 27, 2025 Council work session. A revised finance plan has been attached to this report which is based on updated estimated interest rates and no change to project costs. The estimated true interest cost (TIC) decreased from the 4.18% shown in the January 27th plan to 3.88%.

Passage of this motion will result in the financing of the following projects:

- #25-02 – 2025 Street Reconstruction Project
- #25-03 – 2025 Collector Rehabilitation
- #25-12 – (CIP) FiRST Responders Skills Training Center

The debt will be repaid with property taxes and franchise fees.

The 2025A bond issuance is estimated to be \$23,025,000. It reflects the following:

- The term of the bonds is 20 years:
 - o Street reconstruction portion = 10 years
 - o CIP portion = 20 years
- The structure of the 2025A bonds is compliant with the City's Debt Policy such that the total maturity length is equal to or less than 20 years and at least 50% of the principal will be retired within 10 years.
- Call Provision - Bonds maturing on or after 2/1/2034 may be prepaid at a price of par plus accrued interest on or after 2/1/2033.

Supporting Information

1. 2025A Set Sale Resolution
2. 2025A FinancePlan_updated

Financial Impact: \$23,025,000 **Budgeted:** Yes **Source:** Taxes & franchise fees
Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE

RESOLUTION

Date: February 18, 2025

Resolution No. _____

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2025A

BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota (the “City”), as follows:

SECTION 1. PURPOSE. It is hereby determined to be in the best interests of the City to issue its General Obligation Bonds, Series 2025A, in the principal amount of approximately \$23,025,000 (the “Bonds”), pursuant to Minnesota Statutes, Sections 475.58, Subdivision 3(b), 475.521, and Chapter 475, to: (a) finance the City’s 2025 street reconstruction projects; (b) finance various capital improvements, as described in the City’s five-year capital improvement plan; and (c) pay costs associated with the issuance of the Bonds.

SECTION 2. TERMS OF PROPOSAL. Northland Securities, Inc., municipal advisor to the City, has presented to this Council a form of Terms of Proposal for the Bonds which is attached hereto and hereby approved and shall be placed on file by the Administrator. Each and all of the provisions of the Terms of Proposal attached hereto are hereby adopted as the terms and conditions of the Bonds and of the sale thereof. Northland Securities, Inc. is hereby authorized, pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), to solicit proposals for the Bonds on behalf of the City on a competitive basis without requirement of published notice.

SECTION 3. SALE MEETING. This Council shall meet at the time and place shown in the Terms of Proposal for the purpose of considering sealed bids for the purchase of the Bonds and of taking such action thereon as may be in the best interests of the City.

Adopted this 18th day of February, 2025.

CITY OF LAKEVILLE

By: _____

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

VOTE	Hellier	Bermel	Lee	Volk	Wolter
Aye	☐	☐	☐	☐	☐
Nay	☐	☐	☐	☐	☐
Abstain	☐	☐	☐	☐	☐
Absent	☐	☐	☐	☐	☐

TERMS OF PROPOSAL

\$23,025,000*

GENERAL OBLIGATION BONDS, SERIES 2025A

CITY OF LAKEVILLE, MINNESOTA

(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

TIME AND PLACE:

Proposals (also referred to herein as “bids”) will be opened by the City’s Finance Director, or designee, on Monday, March 17, 2025, at 10:00 A.M., CT, at the offices of Northland Securities, Inc. (the Issuer’s “Municipal Advisor”), 150 South 5th Street, Suite 3300, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning Monday, March 17, 2025 at 6:00 P.M., CT.

SUBMISSION OF PROPOSALS

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) emailed to PublicSale@northlandsecurities.com
- c) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-4945, or
- d) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:00 A.M., CT, on March 17, 2025. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:00 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal® at 1359 Broadway, 2nd floor, New York, NY 10018, telephone 212-849-5021.

Neither the Issuer nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the Issuer to purchase the Bonds regardless of the manner in which the Proposal is submitted.

BOOK-ENTRY SYSTEM

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate,

* The Issuer reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Issuer through U.S. Bank Trust Company, National Association, St. Paul, Minnesota (the “Paying Agent/Registrar”), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The Issuer will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

DATE OF ORIGINAL ISSUE OF BONDS

Date of Delivery (Estimated to be April 16, 2025)

AUTHORITY/PURPOSE/SECURITY

The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475 and Sections 475.58, Subdivision 3b and 475.521, as amended. Proceeds will be used to finance the City’s 2025 street reconstruction projects and capital improvement projects as described in the Capital Improvement Plan approved on September 19, 2024, and to pay costs associated with the issuance of the Bonds. The Bonds are payable from ad valorem taxes on all taxable property within the City. The full faith and credit of the Issuer is pledged to their payment and the Issuer has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

INTEREST PAYMENTS

Interest is due semiannually on each February 1 and August 1, commencing February 1, 2026, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date.

MATURITIES

Principal is due annually on February 1, inclusive, in each of the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2027	\$1,080,000	2034	\$1,335,000	2041	\$1,030,000
2028	1,110,000	2035	1,380,000	2042	1,070,000
2029	1,145,000	2036	1,430,000	2043	1,115,000
2030	1,185,000	2037	885,000	2044	1,160,000
2031	1,220,000	2038	920,000	2045	1,210,000
2032	1,255,000	2039	950,000	2046	1,260,000
2033	1,295,000	2040	990,000		

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

INTEREST RATES

All rates must be in integral multiples of 1/20th or 1/8th of 1%. *The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity.* All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

ESTABLISHMENT OF ISSUE PRICE (HOLD-THE-OFFERING-PRICE RULE MAY APPLY – BIDS NOT CANCELLABLE)

In order to establish the issue price of the Bonds for federal income tax purposes, the Issuer requires bidders to agree to the following, and by submitting a bid, each bidder agrees to the following.

If a bid is submitted by a potential underwriter, the bidder confirms that (i) the underwriters have offered or reasonably expect to offer the Bonds to the public on or before the date of the award at the offering price (the “initial offering price”) for each maturity as set forth in the bid and (ii) the bidder, if it is the winning bidder, shall require any agreement among underwriters, selling group agreement, retail distribution agreement or other agreement relating to the initial sale of the Bonds to the public to which it is a party to include provisions requiring compliance by all parties to such agreements with the provisions contained herein. For purposes hereof, Bonds with a separate CUSIP number constitute a separate “maturity,” and the public does not include underwriters of the Bonds (including members of a selling group or retail distribution group) or persons related to underwriters of the Bonds.

If, however, a bid is submitted for the bidder’s own account in a capacity other than as an underwriter of the Bonds, and the bidder has no current intention to sell, reoffer, or otherwise dispose of the Bonds, the bidder shall notify the Issuer to that effect at the time it submits its bid and shall provide a certificate to that effect in place of the certificate otherwise required below.

If the winning bidder intends to act as an underwriter, the Issuer shall advise the winning bidder at or prior to the time of award whether (i) the competitive sale rule or (ii) the “hold-the-offering price” rule applies, as described in the following paragraph.

If the Issuer advises the winning bidder that the requirements for a competitive sale have not been satisfied and that the hold-the-offering price rule applies, the winning bidder shall (1) upon the request of the Issuer confirm that the underwriters did not offer or sell any maturity of the Bonds to any person at a price higher than the initial offering price of that maturity during the period starting on the award date and ending on the earlier of (a) the close of the fifth business day after the sale date or (b) the date on which the underwriters have sold at least 10% of that maturity to the public at or below the initial offering price; and (2) at or prior to closing, deliver to the Issuer a certification substantially in the form attached hereto as Exhibit A, together with a copy of the pricing wire.

If the Issuer advises the winning bidder that the requirements for a competitive sale have been satisfied and that the competitive sale rule applies, the winning bidder will be required to deliver to the Issuer at or prior to closing a certification, substantially in the form attached hereto as Exhibit B, as to the reasonably expected initial offering price as of the award date.

Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received on behalf of the Issuer by the Municipal Advisor.

Bidders should prepare their bids on the assumption that the Bonds will be subject to the “hold-the-offering-price” rule. Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal.

ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS

The Issuer reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the Issuer and shall be at the sole discretion of the Issuer. The successful bidder may not withdraw or modify its Proposal once submitted to the Issuer for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

OPTIONAL REDEMPTION

Bonds maturing on and after February 1, 2034 are subject to redemption and prepayment at the option of the Issuer on February 1, 2033 and any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the Issuer and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

DELIVERY

Delivery of the Bonds will be within thirty-five days after award, subject to an approving legal opinion by Dorsey & Whitney LLP, Bond Counsel. The legal opinion will be paid by the Issuer and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

TYPE OF PROPOSAL

Proposals of not less than \$22,840,800 (99.20%) and accrued interest on the principal sum of \$23,025,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

Julie Stahl, Finance Director
Lakeville City Hall
20195 Holyoke Ave.

A good faith deposit (the “Deposit”) in the amount of \$460,500 in the form of a federal wire transfer (payable to the order of the Issuer) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the Issuer may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The Issuer will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the Issuer. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the Issuer scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The Issuer’s computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The Issuer will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the Issuer determines to have failed to comply with the terms herein.

INFORMATION FROM SUCCESSFUL BIDDER

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

OFFICIAL STATEMENT

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the Issuer agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

FULL CONTINUING DISCLOSURE UNDERTAKING

The Issuer will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the Issuer, and notices of certain material events, as required by SEC Rule 15c2-12.

NOT BANK QUALIFIED

The Issuer will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BOND INSURANCE AT UNDERWRITER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the Issuer has requested and received a rating on the Bonds from a rating agency, the Issuer will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The Issuer reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: February 18, 2025
COUNCIL

BY ORDER OF THE LAKEVILLE CITY

/s/ Julie Stahl
Finance Director

Additional information may be obtained from:
Northland Securities, Inc.
150 South 5th Street, Suite 3300
Minneapolis, Minnesota 55402
Telephone No.: 612-851-5900

EXHIBIT A

ISSUE PRICE CERTIFICATE – COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS

**\$(PRINCIPAL AMOUNT)
[BOND CAPTION]
ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.*** For purposes of this Issue Price Certificate:

(a) *Issuer* means [DESCRIBE ISSUER].

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding

stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was [DATE].

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer[and BORROWER (the "Borrower")] with respect to certain of the representations set forth in the [Tax Certificate][Tax Exemption Agreement] and with respect to compliance with the federal income tax rules affecting the Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice that it may give to the Issuer[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER]

By: _____
Name: _____

Dated: [ISSUE DATE]

**ISSUE PRICE CERTIFICATE – COMPETITIVE SALES WITH FEWER THAN THREE BIDS
FROM ESTABLISHED UNDERWRITERS**

**\$[PRINCIPAL AMOUNT]
[BOND CAPTION]
ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ([“[SHORT NAME OF UNDERWRITER]”])[the “Representative”]), on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. ***Initial Offering Price of the Bonds.*** [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. ***Hold the Offering Price Rule.*** [SHORT NAME OF UNDERWRITER][Each member of the Underwriting Group] has agreed in writing that, (i) for each Maturity, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any agreement among underwriters, selling group agreement, or third-party distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the [Representative][SHORT NAME OF UNDERWRITER]’s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

3. ***Defined Terms.*** For purposes of this Issue Price Certificate:

(a) ***Holding Period*** means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) ***Issuer*** means [DESCRIBE ISSUER].

(c) ***Maturity*** means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) ***Member of the Distribution Group*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) ***Public*** means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member

of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was [DATE].

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM][the Representative’s] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer[and BORROWER (the “Borrower”)] with respect to certain of the representations set forth in the [Tax Certificate][Tax Exemption Agreement] and with respect to compliance with the federal income tax rules affecting the Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice that it may give to the Issuer[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By: _____
Name: _____

Dated: [ISSUE DATE]

Finance Plan

City of Lakeville, Minnesota

\$23,025,000

General Obligation Bonds, Series 2025A

February 18, 2025



150 South 5th Street, Suite 3300

Minneapolis, MN 55402

612-851-5900 800-851-2920

www.northlandsecurities.com

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Executive Summary

The following is a summary of the recommended terms for the issuance of \$23,025,000 General Obligation Bonds, Series 2025A (the “Bonds”). Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 3 – Related Considerations.

Purpose	Proceeds from the Bonds will be used to finance the City’s 2025 street reconstruction and capital improvement projects, and to finance the costs associated with the issuance of the Bonds.
Security	The Bonds will be a general obligation of the City. The City will pledge ad valorem taxes for payment of the Bonds.
Repayment Term	The Bonds will mature annually each February 1 in the years 2027 through 2046. Interest on the Bonds will be payable on February 1, 2026, and semiannually thereafter on each February 1 and August 1.
Estimated Interest Rate	True interest cost (TIC): 3.88% Interest rates are estimated based on Non-BQ “Aaa” rates as of February 7, 2025, plus 0.25% for planning purposes.
Prepayment Option	Bonds maturing on and after February 1, 2034, will be subject to redemption on February 1, 2033, and any day thereafter at a price of par plus accrued interest.
Rating	A rating will be requested from Moody’s Investor Services (Moody’s). The City’s general obligation debt is currently rated “Aaa” by Moody’s.
Tax Status	The Bonds will be tax-exempt, non-bank qualified obligations.
Risk Factors	There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 5.
Type of Bond Sale	Public Sale – Competitive Bids
Proposals Received	Monday, March 17, 2025 @ 10:00 A.M.
Council Consideration	Monday, March 17, 2025 @ 6:00 P.M.

Issue Overview

Purpose

Proceeds from the Bonds will be used to finance the following projects (together, the “Projects”):

- the 2025 street reconstruction projects (the “Street Reconstruction Portion”); and
- various capital improvement projects as described in the Capital Improvement Plan approved on September 19, 2024 (the “CIP Portion”).

The proceeds will also be used to pay costs associated with issuing the Bonds. The Bonds have been sized based on cost estimates provided by City Staff as of January 17, 2025. The table below contains the estimated sources and uses of funds for the bond issue.

	CIP	Street Reconstruction	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$18,030,000.00	\$4,995,000.00	\$23,025,000.00
Additional required Equity contribution	528,087.19	-	528,087.19
Total Sources	\$18,558,087.19	\$4,995,000.00	\$23,553,087.19
Uses Of Funds			
Deposit to Project Construction Fund	17,792,608.00	4,802,354.00	22,594,962.00
Deposit to Capitalized Interest (CIF) Fund	528,087.19	126,708.23	654,795.42
Total Underwriter's Discount (0.800%)	144,240.00	39,960.00	184,200.00
Costs of Issuance	91,474.94	25,342.06	116,817.00
Rounding Amount	1,677.06	635.71	2,312.77
Total Uses	\$18,558,087.19	\$4,995,000.00	\$23,553,087.19

Authority

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Chapter 475 and Sections 475.58, Subdivision 3b and 475.521.

Street Reconstruction Portion

Under Section 475.58, Subdivision 3b., street reconstruction bonds can be used to finance the reconstruction and bituminous overlay of existing city streets. Eligible improvements may include turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads and the local share of state and county road projects. Eligible improvements do not include the portion of project cost allocable to widening a street or adding curbs and gutters where none previously existed.

Before issuing street reconstruction bonds, the City must hold a public hearing on the street reconstruction project and the proposed bonds, and then must pass a resolution approving the Street Reconstruction Plan and issuance of street reconstruction bonds. The City held the required public hearing and approved the Street Reconstruction Plan on October 7, 2024.

CIP Portion

Under Section 475.521, a capital improvement is a major expenditure of City funds for the acquisition or betterment of public lands, buildings, or other improvements used, such as a city hall, library, public safety, or public works facility, which has a useful life of five years or more.

The maximum amount of principal and interest for capital improvement bonds cannot exceed 0.16% of the estimated market value of taxable property in the City. The City’s 2025 preliminary

estimated market value is \$13,230,293,700 ($\$13,230,293,700 \times 0.0016 = \$21,168,470$). The maximum amount of principal and interest due in a calendar year on the Bonds plus the City's outstanding CIP Bonds is estimated to be approximately \$3464,366, which is less than \$21,168,470.

Before issuing bonds under a Capital Improvement Plan ("CIP"), the City must hold a public hearing on the CIP and the proposed bonds and must then approve the CIP and authorize the issuance of the bonds by at least a 3/5 majority. The City held the required public hearing and approved the CIP on September 19, 2024.

If a petition signed by voters equal to at least 5 percent of the votes cast in the last general election requesting a vote on the issuance of bonds is received by the clerk within 30 days after the public hearing, then the bonds may not be issued unless approved by the voters at an election. The 30-day period expired on October 19, 2024.

Structure

The Street Reconstruction Portion of the Bonds has been structured to result in relatively level annual debt service payments over 10 years. The CIP Portion has been structured to result in relatively level annual debt service payments over 20 years.

The proposed structure for the bond issue and preliminary debt service projections for each portion of the bond issue are illustrated in Attachment 1 and the estimated levies are illustrated in Attachment 2.

Security and Source of Repayment

The Bonds will be general obligations of the City. The finance plan relies on the following assumptions for the revenues used to pay debt service, as provided by City staff:

- Property Taxes. The revenues needed to pay debt service on the Bonds are expected to come from property tax levies. The initial projections show that for the Street Reconstruction Portion of the Bonds, an annual net levy of approximately \$623,622, is needed to meet the 105% statutory requirement. The initial projections show that for the CIP Portion of the bonds, an annual levy of approximately \$1,379,726, is needed to meet the 105% statutory requirement. The City anticipates using revenues from franchise fees to eliminate the CIP levy. The levies may be adjusted annually based on actual monies in the debt service funds. The initial levies will be made in 2025 for taxes payable in 2026.

Given the timing of the initial revenue from the tax levy, capitalized interest will be included in the bond issue to cover the first interest payment due on February 1, 2026, before the first tax collections are received for the Street Reconstruction Portion. A cash contribution of approximately \$528,087 will be used to cover the first interest payment due on February 1, 2026, for the CIP portion.

Plan Rationale

The Finance Plan recommended in this report is based on a variety of factors and information provided by the City related to the financed project and City objectives, Northland's knowledge of the City and our experience in working with similar cities and projects. The issuance of General Obligation Bonds provides the best means of achieving the City's objectives and cost-effective financing. The City has successfully issued and managed this type of debt for previous projects.

Issuing Process

Northland will receive bids from underwriters to purchase the Bonds on Monday, March 17, 2025, at 10:00 A.M. Market conditions and the marketability of the Bonds support issuance through a competitive sale. This process has been chosen as it is intended to produce the lowest combination

of interest expense and underwriting expense on the structure, date and time set to receive bids. The calendar of events for the issuing process can be found in Attachment 4.

Municipal Advisor: Northland Securities, Inc., Minneapolis, Minnesota

Bond Counsel: Dorsey & Whitney LLP, Minneapolis, Minnesota

Paying Agent: US Bank Trust Company, National Association, St. Paul, Minnesota

Attachment 1 – Preliminary Debt Service Schedules

Total Combined

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/16/2025	-	-	-	-	-
02/01/2026	-	-	654,795.42	654,795.42	654,795.42
08/01/2026	-	-	413,555.00	413,555.00	-
02/01/2027	1,080,000.00	3.000%	413,555.00	1,493,555.00	1,907,110.00
08/01/2027	-	-	397,355.00	397,355.00	-
02/01/2028	1,110,000.00	3.050%	397,355.00	1,507,355.00	1,904,710.00
08/01/2028	-	-	380,427.50	380,427.50	-
02/01/2029	1,145,000.00	3.050%	380,427.50	1,525,427.50	1,905,855.00
08/01/2029	-	-	362,966.25	362,966.25	-
02/01/2030	1,185,000.00	3.100%	362,966.25	1,547,966.25	1,910,932.50
08/01/2030	-	-	344,598.75	344,598.75	-
02/01/2031	1,220,000.00	3.100%	344,598.75	1,564,598.75	1,909,197.50
08/01/2031	-	-	325,688.75	325,688.75	-
02/01/2032	1,255,000.00	3.150%	325,688.75	1,580,688.75	1,906,377.50
08/01/2032	-	-	305,922.50	305,922.50	-
02/01/2033	1,295,000.00	3.200%	305,922.50	1,600,922.50	1,906,845.00
08/01/2033	-	-	285,202.50	285,202.50	-
02/01/2034	1,335,000.00	3.300%	285,202.50	1,620,202.50	1,905,405.00
08/01/2034	-	-	263,175.00	263,175.00	-
02/01/2035	1,380,000.00	3.400%	263,175.00	1,643,175.00	1,906,350.00
08/01/2035	-	-	239,715.00	239,715.00	-
02/01/2036	1,430,000.00	3.550%	239,715.00	1,669,715.00	1,909,430.00
08/01/2036	-	-	214,332.50	214,332.50	-
02/01/2037	885,000.00	3.650%	214,332.50	1,099,332.50	1,313,665.00
08/01/2037	-	-	198,181.25	198,181.25	-
02/01/2038	920,000.00	3.750%	198,181.25	1,118,181.25	1,316,362.50
08/01/2038	-	-	180,931.25	180,931.25	-
02/01/2039	950,000.00	3.850%	180,931.25	1,130,931.25	1,311,862.50
08/01/2039	-	-	162,643.75	162,643.75	-
02/01/2040	990,000.00	3.950%	162,643.75	1,152,643.75	1,315,287.50
08/01/2040	-	-	143,091.25	143,091.25	-
02/01/2041	1,030,000.00	4.050%	143,091.25	1,173,091.25	1,316,182.50
08/01/2041	-	-	122,233.75	122,233.75	-
02/01/2042	1,070,000.00	4.100%	122,233.75	1,192,233.75	1,314,467.50
08/01/2042	-	-	100,298.75	100,298.75	-
02/01/2043	1,115,000.00	4.150%	100,298.75	1,215,298.75	1,315,597.50
08/01/2043	-	-	77,162.50	77,162.50	-
02/01/2044	1,160,000.00	4.200%	77,162.50	1,237,162.50	1,314,325.00
08/01/2044	-	-	52,802.50	52,802.50	-
02/01/2045	1,210,000.00	4.250%	52,802.50	1,262,802.50	1,315,605.00
08/01/2045	-	-	27,090.00	27,090.00	-
02/01/2046	1,260,000.00	4.300%	27,090.00	1,287,090.00	1,314,180.00
Total	\$23,025,000.00	-	\$9,849,542.92	\$32,874,542.92	-

Yield Statistics

Bond Year Dollars	\$257,378.13
Average Life	11.178 Years
Average Coupon	3.8268765%
Net Interest Cost (NIC)	3.8984443%
True Interest Cost (TIC)	3.8800459%
Bond Yield for Arbitrage Purposes	3.7877652%
All Inclusive Cost (AIC)	3.9391317%

IRS Form 8038

Net Interest Cost	3.8268765%
Weighted Average Maturity	11.178 Years

Optional Redemption

02/01/2033	@100.000%
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*Based on preliminary, Non-Bank Qualified “Aaa” rates as of February 7, 2025, plus 0.25%.

Street Reconstruction Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/16/2025	-	-	-	-	-
02/01/2026	-	-	126,708.23	126,708.23	126,708.23
08/01/2026	-	-	80,026.25	80,026.25	-
02/01/2027	435,000.00	3.000%	80,026.25	515,026.25	595,052.50
08/01/2027	-	-	73,501.25	73,501.25	-
02/01/2028	445,000.00	3.050%	73,501.25	518,501.25	592,002.50
08/01/2028	-	-	66,715.00	66,715.00	-
02/01/2029	460,000.00	3.050%	66,715.00	526,715.00	593,430.00
08/01/2029	-	-	59,700.00	59,700.00	-
02/01/2030	475,000.00	3.100%	59,700.00	534,700.00	594,400.00
08/01/2030	-	-	52,337.50	52,337.50	-
02/01/2031	490,000.00	3.100%	52,337.50	542,337.50	594,675.00
08/01/2031	-	-	44,742.50	44,742.50	-
02/01/2032	505,000.00	3.150%	44,742.50	549,742.50	594,485.00
08/01/2032	-	-	36,788.75	36,788.75	-
02/01/2033	520,000.00	3.200%	36,788.75	556,788.75	593,577.50
08/01/2033	-	-	28,468.75	28,468.75	-
02/01/2034	535,000.00	3.300%	28,468.75	563,468.75	591,937.50
08/01/2034	-	-	19,641.25	19,641.25	-
02/01/2035	555,000.00	3.400%	19,641.25	574,641.25	594,282.50
08/01/2035	-	-	10,206.25	10,206.25	-
02/01/2036	575,000.00	3.550%	10,206.25	585,206.25	595,412.50
Total	\$4,995,000.00	-	\$1,070,963.23	\$6,065,963.23	-

CIP Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/16/2025	-	-	-	-	-
02/01/2026	-	-	528,087.19	528,087.19	528,087.19
08/01/2026	-	-	333,528.75	333,528.75	-
02/01/2027	645,000.00	3.000%	333,528.75	978,528.75	1,312,057.50
08/01/2027	-	-	323,853.75	323,853.75	-
02/01/2028	665,000.00	3.050%	323,853.75	988,853.75	1,312,707.50
08/01/2028	-	-	313,712.50	313,712.50	-
02/01/2029	685,000.00	3.050%	313,712.50	998,712.50	1,312,425.00
08/01/2029	-	-	303,266.25	303,266.25	-
02/01/2030	710,000.00	3.100%	303,266.25	1,013,266.25	1,316,532.50
08/01/2030	-	-	292,261.25	292,261.25	-
02/01/2031	730,000.00	3.100%	292,261.25	1,022,261.25	1,314,522.50
08/01/2031	-	-	280,946.25	280,946.25	-
02/01/2032	750,000.00	3.150%	280,946.25	1,030,946.25	1,311,892.50
08/01/2032	-	-	269,133.75	269,133.75	-
02/01/2033	775,000.00	3.200%	269,133.75	1,044,133.75	1,313,267.50
08/01/2033	-	-	256,733.75	256,733.75	-
02/01/2034	800,000.00	3.300%	256,733.75	1,056,733.75	1,313,467.50
08/01/2034	-	-	243,533.75	243,533.75	-
02/01/2035	825,000.00	3.400%	243,533.75	1,068,533.75	1,312,067.50
08/01/2035	-	-	229,508.75	229,508.75	-
02/01/2036	855,000.00	3.550%	229,508.75	1,084,508.75	1,314,017.50
08/01/2036	-	-	214,332.50	214,332.50	-
02/01/2037	885,000.00	3.650%	214,332.50	1,099,332.50	1,313,665.00
08/01/2037	-	-	198,181.25	198,181.25	-
02/01/2038	920,000.00	3.750%	198,181.25	1,118,181.25	1,316,362.50
08/01/2038	-	-	180,931.25	180,931.25	-
02/01/2039	950,000.00	3.850%	180,931.25	1,130,931.25	1,311,862.50
08/01/2039	-	-	162,643.75	162,643.75	-
02/01/2040	990,000.00	3.950%	162,643.75	1,152,643.75	1,315,287.50
08/01/2040	-	-	143,091.25	143,091.25	-
02/01/2041	1,030,000.00	4.050%	143,091.25	1,173,091.25	1,316,182.50
08/01/2041	-	-	122,233.75	122,233.75	-
02/01/2042	1,070,000.00	4.100%	122,233.75	1,192,233.75	1,314,467.50
08/01/2042	-	-	100,298.75	100,298.75	-
02/01/2043	1,115,000.00	4.150%	100,298.75	1,215,298.75	1,315,597.50
08/01/2043	-	-	77,162.50	77,162.50	-
02/01/2044	1,160,000.00	4.200%	77,162.50	1,237,162.50	1,314,325.00
08/01/2044	-	-	52,802.50	52,802.50	-
02/01/2045	1,210,000.00	4.250%	52,802.50	1,262,802.50	1,315,605.00
08/01/2045	-	-	27,090.00	27,090.00	-
02/01/2046	1,260,000.00	4.300%	27,090.00	1,287,090.00	1,314,180.00
Total	\$18,030,000.00	-	\$8,778,579.69	\$26,808,579.69	-

Attachment 2 – Estimated Levy Schedules

Street Reconstruction Portion

Date	Total P+I	CIF	105 % Levy	Levy Year	Collection Year
02/01/2026	126,708.23	(126,708.23)	-		
02/01/2027	595,052.50	-	624,805.13	2025	2026
02/01/2028	592,002.50	-	621,602.63	2026	2027
02/01/2029	593,430.00	-	623,101.50	2027	2028
02/01/2030	594,400.00	-	624,120.00	2028	2029
02/01/2031	594,675.00	-	624,408.75	2029	2030
02/01/2032	594,485.00	-	624,209.25	2030	2031
02/01/2033	593,577.50	-	623,256.38	2031	2032
02/01/2034	591,937.50	-	621,534.38	2032	2033
02/01/2035	594,282.50	-	623,996.63	2033	2034
02/01/2036	595,412.50	-	625,183.13	2034	2035
Total	\$6,065,963.23	(126,708.23)	\$6,236,217.75		

CIP Portion

Date	Total P+I	CIF	105 % Levy	Less: Franchise Fee	Net Levy	Levy Year	Collection Year
02/01/2026	528,087.19	(528,087.19)	-	-	-		
02/01/2027	1,312,057.50	-	1,377,660.38	1,377,660.38	-	2025	2026
02/01/2028	1,312,707.50	-	1,378,342.88	1,378,342.88	-	2026	2027
02/01/2029	1,312,425.00	-	1,378,046.25	1,378,046.25	-	2027	2028
02/01/2030	1,316,532.50	-	1,382,359.13	1,382,359.13	-	2028	2029
02/01/2031	1,314,522.50	-	1,380,248.63	1,380,248.63	-	2029	2030
02/01/2032	1,311,892.50	-	1,377,487.13	1,377,487.13	-	2030	2031
02/01/2033	1,313,267.50	-	1,378,930.88	1,378,930.88	-	2031	2032
02/01/2034	1,313,467.50	-	1,379,140.88	1,379,140.88	-	2032	2033
02/01/2035	1,312,067.50	-	1,377,670.88	1,377,670.88	-	2033	2034
02/01/2036	1,314,017.50	-	1,379,718.38	1,379,718.38	-	2034	2035
02/01/2037	1,313,665.00	-	1,379,348.25	1,379,348.25	-	2035	2036
02/01/2038	1,316,362.50	-	1,382,180.63	1,382,180.63	-	2036	2037
02/01/2039	1,311,862.50	-	1,377,455.63	1,377,455.63	-	2037	2038
02/01/2040	1,315,287.50	-	1,381,051.88	1,381,051.88	-	2038	2039
02/01/2041	1,316,182.50	-	1,381,991.63	1,381,991.63	-	2039	2040
02/01/2042	1,314,467.50	-	1,380,190.88	1,380,190.88	-	2040	2041
02/01/2043	1,315,597.50	-	1,381,377.38	1,381,377.38	-	2041	2042
02/01/2044	1,314,325.00	-	1,380,041.25	1,380,041.25	-	2042	2043
02/01/2045	1,315,605.00	-	1,381,385.25	1,381,385.25	-	2043	2044
02/01/2046	1,314,180.00	-	1,379,889.00	1,379,889.00	-	2044	2045
Total	\$26,808,579.69	(528,087.19)	\$27,594,517.13	\$27,594,517.13	-		

*The City anticipates using revenues from franchise fees to eliminate the levy.

Attachment 3 – Related Considerations

Not Bank Qualified

The par amount of the Bonds is greater than \$10,000,000; therefore, the Bonds will not be designated as “bank qualified” obligations pursuant to Federal Tax Law.

Arbitrage Compliance

Project/Construction Fund. All tax-exempt bond issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. The rebate exemption the City expects to qualify for is the “24-month exception.”

Debt Service Fund. The City must maintain a bona fide debt service fund for the Bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution for the Bonds prepared by Bond Counsel explains the requirements in greater detail.

Continuing Disclosure

Type: Full

Dissemination Agent: Northland Securities, Inc.

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter’s purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the “Undertaking”) is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The City has more than \$10,000,000 of outstanding debt and is required to undertake “full” continuing disclosure. Full disclosure requires annual posting of the audit and a separate continuing disclosure report, as well as the reporting of certain “material events.” Material events set forth in the Rule, including, but not limited to, bond rating changes, call notices, and issuance of “financial obligations” (such as USDA loans, Public Finance Authority loans and lease agreements) must be reported within ten days of occurrence. The report contains annual financial information and operating data that “mirrors” material information presented in the Official Statement. The specific contents of the annual report will be described in the Undertaking that appears in the appendix of the Official Statement. Northland currently serves as dissemination agent for the City, assisting with the annual reporting. The information for the Bonds will be incorporated into our reporting.

Premiums

In the current market environment, it is likely that bids received from underwriters will include premiums. A premium bid occurs when the purchaser pays the City an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the bidder’s view on future market conditions, tax considerations for investors and other

factors. Ultimately, the true interest cost (“TIC”) calculation will determine the lowest bid, regardless of premium.

A premium bid produces additional funds that can be used in several ways:

- The premium means that the City needs less bond proceeds and can reduce the size of the issue by the amount of the premium.
- The premium can be deposited in the Construction Fund and used to pay additional project costs, rather than used to reduce the size of the issue.
- The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with City staff prior to the sale day to determine use of premium (if any).

Rating

A rating will be requested from Moody’s Investor Services (Moody’s). The City’s general obligation debt is currently rated “Aaa” by Moody’s. The rating process will include a conference call with the rating analyst. Northland will assist City staff in preparing for and conducting the rating call.

Attachment 4 – Calendar of Events

The following checklist of items denotes each milestone activity as well as the members of the finance team who will have the responsibility to complete it. *Please note this proposed timetable assumes regularly scheduled City Council meetings.*

January 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Holiday

Date	Action	Responsible Party
January 6, 2025	General Information Certificate sent to City for updates	Northland
January 16, 2025	City provides project costs to be included in Finance Plan no later than noon	City Staff
January 21, 2025	Finance Plan sent to City for meeting packet for January 27 Workshop Meeting	Northland
January 22, 2025	General Information Certificate returned to Northland	City Staff
January 27, 2025	City Council Workshop to review proposed issuance of 2024A Bonds – 6:00 pm	City Council Review
February 3, 2025	Preliminary Official Statement sent to City for sign off, sent to Rating Agency to initiate rating processes, and sent to Dorsey & Whitney for review	Northland
Week of February 10	Meeting to prepare for rating call	City Staff, Northland
Week of February 17 or February 24, 2025	Rating call with Moody's	City Staff, Northland, Rating Agency
February 18, 2025	City adopts Set Sale Resolution – 6:00 p.m.	City Council Action, Northland, Dorsey & Whitney

Date	Action	Responsible Party
February 19, 2025	City comments and sign off on Preliminary Official Statement due to Northland City confirms final project costs to be financed	City Staff
March 3, 2025	Rating Received no later than this date	City Staff, Northland, Rating Agency
March 5, 2025	Distribution of Preliminary Official Statement	Northland
March 10, 2025	Authorizing Resolution sent to City	Dorsey & Whitney, Northland
March 17, 2025	Bond Sale - 10:00 a.m. Bond Purchase Agreement Signed - 6:00 p.m. Authorizing Resolution Adopted	City Council Action, Northland, Dorsey & Whitney
March 26, 2025	Closing Documents Distributed	Dorsey & Whitney
April 16, 2025	Closing on the Bonds (Proceeds Available)	Northland, City Staff, Dorsey & Whitney

Attachment 5 - Risk Factors

Property Taxes: Property tax levies shown in this Finance Plan are based on projected debt service and other revenues. Final levies will be set based on the results of sale. Levies should be reviewed annually and adjusted as needed. The debt service levy must be included in the preliminary levy for annual Truth in Taxation hearings. Future Legislative changes in the property tax system, including the imposition of levy limits and changes in calculation of property values, would affect plans for payment of debt service. Delinquent payment of property taxes would reduce revenues available to pay debt service.

General: In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.
- Failure to comply with IRS regulations, including regulations related to use of the proceeds and arbitrage/rebate. The IRS regulations govern the ability of the City to issue its bonds as tax-exempt securities and failure to comply with the IRS regulations may lead to loss of tax-exemption.



Date: 2/18/2025

**Resolution Amending Lakeville Fire Relief Association Bylaws Relating to Pension Vesting
Schedules and Board Appointed Trustee Compensation
and Repealing Resolution No. 25-017**

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Resolution Amending Lakeville Fire Relief Association Bylaws relating to Pension Vesting Schedules and board-appointed Trustee compensation and repealing Resolution No. 25-017.

Overview

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 by MN Statute to approve the salary amounts of any relief association trustees other than the four officers. Even though the City Council is not required to approve the salaries of the four officers, they were made aware of the amounts changing for those positions 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

The Fire Relief board discovered the vesting percentages in the adopted February 3, 2025 City Council Resolution did not follow MN Statute 424A.02. The maximum vesting percentage at the five-year mark is 40%. The attached revised resolution addresses the corrected pension vesting schedules and board-appointed Trustee members compensation for 2025.

Supporting Information

1. Resolution Approving Fire Relief Bylaw Amendments

Financial Impact: \$ 0 **Budgeted:** No **Source:** Lakeville Fire Relief Association 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 APPOINTED
TRUSTEE COMPENSATION AND REPEALING RESOLUTION NO. 25-017**

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

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

WHEREAS, by Resolution No. 25-017, the City Council approved amendments to the Lakeville Fire Relief Association bylaws relating to pension vesting schedules and board compensation;

WHEREAS, Resolution No. 25-017 contained errors in the amended vesting schedule and the Council desires to repeal Resolution No. 25-017;

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

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

1. Resolution 25-017 adopted on February 3rd, 2025 is hereby Repealed, and
2. The Lakeville Fire Relief Association's Bylaws are hereby amended as provided in Exhibit A.

ADOPTED by the Lakeville City Council this 18th day of February 2025.

Luke M. Hellier, Mayor

Ann Orlofsky

EXHIBIT A
AMENDMENTS TO FIRE RELIEF ASSOCIATION BYLAWS

1. Amendment of Article 5 of the Bylaws. Article 5 of the Bylaws is amended to add a new Section 5.3 to read as follows:

5.3 Compensation. Trustees of the Association identified in Appendix D to the Bylaws may be paid a salary out of the Special Fund. The amount paid in salary is limited to the amount listed in Appendix D. Only after the amounts listed in Appendix D have been approved by the city council may salaries be paid to non-Officer Trustees. For all Trustees, itemized expenses eligible for reimbursement are limited to those expenses incurred as a result of fulfilling responsibilities as administrators of the Special Fund.

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

3.1. Full Vesting of Accrued Benefits. A Participant shall have a fully vested and non-forfeitable interest in the Participant's Accrued Benefit upon completion of 15 Years of Active Service.

3. Amendment to Appendix B, Article 3 of the Bylaws. Section 3.2 of Exhibit B of the Bylaws is amended in its entirety to read as follows:

3.2 Partial Vesting of Accrued Benefit The following vesting schedule shall apply to Participant with fewer than 15 Years of Active Service:

Years of Active Service	Amended Vesting %
5	40%
6	46%
7	52%
8	58%
9	64%
10	70%
11	76%
12	82%
13	88%
14	94%
15	100%

4. **Amendment to Appendix D of the Bylaws.** Appendix D to the Bylaws is amended to read as follows:

**APPENDIX D
TRUSTEE COMPENSATION**

<u>Eligible Trustees</u>	<u>Annual Compensation</u>
Board Appointed Trustees	\$1,000



Date: 2/18/2025

**Resolution Awarding Professional Services Agreement
to Twin Cities Abatement Technologies for
Abatement Activities at the FiRST Center**

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution awarding a professional services agreement to Twin Cities Abatement Technologies for abatement activities at 7777 214th Street (site of future FiRST Center), City Project 25-12.

Overview

The City Council approved a professional services agreement with Leo A. Daly Architects for architectural services to develop plans for the FiRST Center on November 6, 2023. In support of facilitating site redevelopment, WSB inspected the existing building located at 7777 214th Street and developed an Asbestos and Regulated Materials Survey. The report identified the presence of asbestos containing and/or regulated materials. To assist in advancing the FiRST Center project, the asbestos containing and/or regulated materials must be properly removed and/or disposed of prior to demolition activities.

The City received four quotes for abatement activities related to City Project 25-12 ranging from a low quote of \$18,750 submitted by Twin Cities Abatement Technologies to a high quote of \$29,300. The professional services agreement includes the project responsibilities, scope of services and cost to complete the abatement.

Supporting Information

1. 20225.02.18 Resolution_Award of Professional Services Agreement
2. Professional Services Agreement TCAT
3. 2025.02.10 TCAT Quote

Financial Impact: \$18,750 **Budgeted:** Yes **Source:** Building Fund (Reimbursed by State Funds)

Envision Lakeville Community Values: Safety Throughout the Community

Report Completed by: Zach Johnson, City Engineer

**CITY OF LAKEVILLE
RESOLUTION NO. 25-**

**Resolution Awarding Professional Services Agreement
to Twin Cities Abatement Technologies for
Abatement Activities at 7777 214th Street (site of future FiRST Center)
City Project 25-12**

WHEREAS, the City of Lakeville received quotes for the abatement of asbestos containing and/or regulated materials to the existing building located 7777 214th Street (site of future FiRST Center), City Project 25-12; and

WHEREAS, the lowest responsible quote was from Twin Cities Abatement Technologies.

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

Hereby awards the contract to the lowest responsible quoter that meets all the quote requirements, Twin Cities Abatement Technologies, with a quote in the amount of \$18,750.00. The work is proposed to be completed as specified in the contract documents.

ADOPTED by the Lakeville City Council this 18th day of February 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this 18th day of February 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **TWIN CITIES ABATEMENT TECHNOLOGIES, INC.**, a Minnesota corporation ("Consultant").

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

1. CONTRACT DOCUMENTS. The Contract consists of the following documents. In the event of conflict among the documents, the conflict shall be resolved by the order in which they are listed, with the document listed first having the first priority and the document listed last having the last priority:

- A. This Professional Services Agreement;
- B. City's Request for Proposals dated January 28, 2025;
- C. City's Plans and Specifications for Asbestos Abatement dated December 30, 2024; and
- D. Consultant's Proposal for 7777 214th Street ("Proposal").

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

2. SCOPE OF SERVICES. The City retains Consultant to remove and dispose of asbestos containing materials listed in the WSB Asbestos and Regulated Materials Survey dated April 30, 2024 and the WSB Limited Asbestos Inspection Report February 12, 2025 ("Reports"). Consultant acknowledges receipt of the Reports. Consultant agrees to complete the services under this Agreement substantially within the time frames identified in the Proposal with a final completion date of March 19, 2025.

3. COMPENSATION. Consultant shall be paid Eighteen Thousand Seven Hundred Fifty and no/100 Dollars (\$18,750.00) by the City, which fee is inclusive of reimbursables, expenses, taxes and other charges. The fee shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption are exceeded. Consultant shall be paid upon full completion of the work required herein. The City will normally pay an invoice within 35 days of receipt.

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

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

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

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

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

9. INSURANCE. Prior to the start of the project, Consultant shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Consultant 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 Consultant 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 Consultant or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

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

The following coverages shall be included:

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

Automobile Liability

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

Workers Compensation

Except as provided below, Consultant must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Consultant will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance 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

If Minnesota Statute 176.041 exempts Consultant from Workers' Compensation insurance or if the Consultant has no employees in the City, Consultant must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Consultant from the Minnesota Workers' Compensation requirements. If during the course of the contract the Consultant becomes eligible for Workers' Compensation, the Consultant must comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance.

Professional/Technical (Errors and Omissions) Liability Insurance

This policy will provide coverage for all claims the Consultant may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Consultant's professional services required under the contract. Consultant is required to carry the following minimum limits:

\$1,000,000 – per claim or event
\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Consultant and may not exceed \$50,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Consultant shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Consultant to fulfill this requirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. TERMINATION OF THE AGREEMENT. The City may terminate this Agreement or any part thereof at any time, upon written notice to Consultant, effective upon delivery including delivery by facsimile or email. In such event, Consultant will be entitled to compensation for work performed up to the date of termination based upon a pro rata basis.

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

CITY:
City of Lakeville
20195 Holyoke Avenue
Lakeville MN 55044
Attention: City Administrator

CONSULTANT:
Twin Cities Abatement Technologies, Inc.
1100 North Concord Street
South Saint Paul, MN 55075
Attention:

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute the Agreement.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

TWIN CITIES ABATEMENT TECHNOLOGIES, INC.

BY: _____

Print Name: _____

ITS: _____

Twin Cities Abatement Technologies, Inc.
1100 North Concord Street
South Saint Paul, MN 55075
P 651/776-7723
tcatinc@hotmail.com

To: RJM Construction / City of Lakeville MN

From: Brian Kelly 651-248-8156

Re: 7777 214th St. Lakeville MN

Remove and dispose of friable and cat 2 asbestos as per both surveys.

\$ 18,750.00

Acceptance of Proposal

I/We hereby accept the terms and conditions as described above, and authorize T.C.A.T., Inc. to perform the work as listed above.

Customer

Name/Signature: _____

Date: _____

Twin Cities Abatement Technologies, Inc.
1100 North Concord Street
South Saint Paul, MN 55075
P 651/776-7723 / F 651/771-1360
tcatinc@hotmail.com

To: RJM Construction / City of Lakeville MN

From: Brian Kelly 651-248-8156

Re: 7777 214th St. Lakeville MN

Remove and dispose of friable and cat2 asbestos as per survey.

\$ 11,175.00

Acceptance of Proposal

I/We hereby accept the terms and conditions as described above, and authorize T.C.A.T., Inc. to perform the work as listed above.

Customer

Name/Signature: _____

Date: _____



Date: 2/18/2025

Professional Services Agreement for Instrumentation and Control Support Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve an agreement with Advanced Engineering and Environmental Services, LLC for Instrumentation and Control Services

Overview

The Utilities Division uses Advanced Engineering and Environmental Services, LLC (AE2S) for programming and troubleshooting the supervisory control and data acquisition (SCADA) program system. This system controls and operates the water treatment plant, wells, towers, and lift stations. The agreement is supplemental to the master agreement for professional services with AE2S. The scope of this agreement is specific to instrumentation and controls programming and troubleshooting and is used on an as needed basis when an issue arises or when new programming or updates are required. Staff recommends approving this supplemental agreement.

Supporting Information

1. Agreement

Financial Impact: Budgeted: Yes Source: Water Fund/Sewer Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Shane Quade, Utility Superintendent
--



February 6, 2025

Shane Quade
Utilities Superintendent
City of Lakeville
18400 Ipava Ave
Lakeville, MN 55044

RE: 2025 Instrumentation and Control Support Services

Dear Mr. Quade:

Advanced Engineering and Environmental Services, LLC (AE2S) proposes to render Instrumentation and Control (I&C) Support Services (Assignment) to the City of Lakeville (CLIENT).

This scope of work is a Supplemental Agreement as extension of and in accordance with the Master Agreement for Professional Services between the City of Lakeville and AE2S, dated September 20, 2021.

Scope of Basic Services

AE2S will perform the following tasks:

- Supervisory Control and Data Acquisition (SCADA) software programming services as requested by the CLIENT. Programming modifications and troubleshooting for computers, Programmable Logic Controller (PLC), and Human-Machine Interface (HMI) software.
- I&C General, Emergency, and Calibration Services
 - Service for system problems will be scheduled in accordance with the severity of the issue. AE2S will work with the CLIENT to assess the severity and discuss an appropriate timeline for a solution.
 - Problems that result in the inability for the operation of the facility will be assessed as soon as possible, inside or outside normal business hours.
 - Non-Emergency problems will be assessed within normal business hours.
 - Technicians will provide all required tools and computer software to perform Input/Output (I/O) Checkout and Instrumentation Calibrations as needed.
 - Provide service reports to CLIENT indicating the original problem, the testing procedures used to investigate the problem, the resolution to the problem and the time required to resolve the problem.
 - If the replacement of equipment is required to resolve the problem, the technician will discuss with the CLIENT and work to procure and replace the equipment under the CLIENT's direction. Costs of the devices, consumables for installing the devices, or other direct, non-labor expenses are reimbursable and shall be borne by the CLIENT.

Limited Equipment Warranty

AE2S MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY PRODUCTS MANUFACTURED BY A THIRD PARTY, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c)

WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. AE2S'S SOLE RESPONSIBILITY TO CLIENT WITH RESPECT TO ANY EQUIPMENT OR COMPONENTS AND PARTS MANUFACTURED BY A THIRD PARTY AND INCORPORATED INTO THE EQUIPMENT SHALL BE TO PASS THROUGH TO CLIENT SUCH ORIGINAL EQUIPMENT MANUFACTURER'S AVAILABLE PRODUCT WARRANTY. THE REMEDIES SET FORTH IN THE MANUFACTURER'S TERMS SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND AE2S'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

Additional Services

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the Scope of Basic Services. If authorized in writing by the CLIENT, AE2S will provide services beyond the scope of this Agreement on an hourly basis in accordance with the Hourly Fee Schedule.

Fees

AE2S shall render services under this Agreement on an hourly basis in accordance with the Hourly Fee Schedule, attached hereto, plus reimbursement for all project related expenses.

Performance Schedule

AE2S shall use commercially reasonable efforts to complete Basic Services within a reasonable time period.

Acceptance

If this Agreement sets forth your understanding of our agreement, including the scope of work desired and fees, please sign in the space provided and return a copy to AE2S. Thank you for the opportunity to assist in this project and we look forward to working with you.

Sincerely,

Anthony Pittman
Lead Instrumentation & Controls Specialist

City of Lakeville

RE: Supplemental Agreement for I&C Support and Services

February 6, 2025

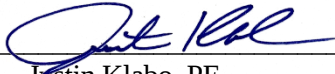
Page 3

AE2S

CLIENT

Accepted this ____ day of

_____, 2025

By: _____
Justin Klabo, PE
Operations Manager

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

Hourly Fee and Expense Schedule

Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

Labor Rates

Administrative 1	\$70.00	IT 1	\$140.00
Administrative 2	\$85.00	IT 2	\$189.00
Administrative 3	\$99.00	IT 3	\$232.00
Communications Specialist 1	\$113.00	Land Surveyor Assistant	\$103.00
Communications Specialist 2	\$132.00	Land Surveyor 1	\$124.00
Communications Specialist 3	\$152.00	Land Surveyor 2	\$150.00
Communications Specialist 4	\$183.00	Land Surveyor 3	\$169.00
Communications Specialist 5	\$202.00	Land Surveyor 4	\$186.00
		Land Surveyor 5	\$205.00
Construction Services 1	\$135.00	Operations Specialist 1	\$108.00
Construction Services 2	\$165.00	Operations Specialist 2	\$135.00
Construction Services 3	\$183.00	Operations Specialist 3	\$167.00
Construction Services 4	\$203.00	Operations Specialist 4	\$191.00
Construction Services 5	\$224.00	Operations Specialist 5	\$214.00
Engineering Assistant 1	\$91.00	Project Coordinator 1	\$125.00
Engineering Assistant 2	\$107.00	Project Coordinator 2	\$140.00
Engineering Assistant 3	\$135.00	Project Coordinator 3	\$156.00
Engineer 1	\$146.00	Project Coordinator 4	\$172.00
Engineer 2	\$175.00	Project Coordinator 5	\$194.00
Engineer 3	\$205.00	Project Manager 1	\$221.00
Engineer 4	\$237.00	Project Manager 2	\$242.00
Engineer 5	\$254.00	Project Manager 3	\$259.00
Engineer 6	\$269.00	Project Manager 4	\$274.00
Engineering Technician 1	\$90.00	Project Manager 5	\$293.00
Engineering Technician 2	\$113.00	Project Manager 6	\$307.00
Engineering Technician 3	\$136.00	Sr. Designer 1	\$192.00
Engineering Technician 4	\$152.00	Sr. Designer 2	\$213.00
Engineering Technician 5	\$174.00	Sr. Designer 3	\$229.00
Financial Analyst 1	\$121.00	Sr. Financial Analyst 1	\$227.00
Financial Analyst 2	\$137.00	Sr. Financial Analyst 2	\$248.00
Financial Analyst 3	\$165.00	Sr. Financial Analyst 3	\$269.00
Financial Analyst 4	\$180.00		
Financial Analyst 5	\$201.00		
GIS Specialist 1	\$113.00	Technical Expert 1	\$348.00
GIS Specialist 2	\$137.00	Technical Expert 2	Negotiable
GIS Specialist 3	\$162.00		
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00		
I&C Assistant 1	\$108.00		
I&C Assistant 2	\$134.00		
I&C 1	\$160.00		
I&C 2	\$189.00		
I&C 3	\$213.00		
I&C 4	\$226.00		
I&C 5	\$237.00		

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$291.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.



Date: 2/18/2025

**Resolution Approving Charitable Gambling
Eastview Hockey Association**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution granting approval to Eastview Hockey Association to conduct lawful gambling at Crystal Lake Golf Club and Event Center.

Overview

Eastview Hockey Association has applied to the State of Minnesota Gambling Control Board to conduct gambling activities at Crystal Lake Golf Club and Event Center, 16725 Innsbrook Drive.

This organization meets the State's qualifications and Lakeville's requirements, with over 10% of its student participants residing in Lakeville. The application requires a resolution of approval by the City Council.

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
--

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION APPROVING CHARITABLE GAMBLING
EASTVIEW HOCKEY ASSOCIATION**

WHEREAS, the City of Lakeville has received an application from the Eastview Hockey Association to conduct gambling activities at the Crystal Lake Golf Club and Event Center;

WHEREAS, the Eastview Hockey Association is a qualified organization, with 10% of its student participants residing in Lakeville;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeville grants the Eastview Hockey Association approval to conduct gambling activities at the Crystal Lake Golf Club and Event Center.

ADOPTED by the Lakeville City Council on the 18th day of February 2025.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 2/18/2025

Consider a Preliminary Plat for Airlake DEA

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution for the preliminary plat of Airlake DEA

Overview

Hat Trick Investments and Dakota Electric Association (DEA) representatives have submitted a preliminary plat for Airlake DEA. 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 future 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 zoned I-2, General Industrial District and guided Industrial in the 2040 Comprehensive Plan. The proposed preliminary plat meets the recommended goals and objectives of the zoning code and comprehensive plan. Dakota Electric Association has committed to developing Outlot B of the proposed plat. Development of an outlot would require replatting of the parcel; this subsequent process requires a public hearing and review by the Planning Commission and City Council.

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

Supporting Information

1. Resolution - Preliminary Plat
2. 01-23-25 Planning Commission Minutes
3. Staff Reports and Exhibits

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY PLAT
OF AIRLAKE DEA**

WHEREAS, Hat Trick Investments, LLC requests approval of the preliminary plat of a two outlot subdivision to be known as **Airlake DEA**; and

WHEREAS, the Planning Commission held a public hearing at its January 23, 2025 meeting, preceded by notice as required by the Subdivision Ordinance, and unanimously recommended approval; and

WHEREAS, the preliminary plat meets Subdivision Ordinance requirements; and

WHEREAS, the preliminary plat is acceptable to the City.

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

The **Airlake DEA** preliminary plat is approved subject to the following conditions:

1. Implementation of the recommendations listed in the engineering report dated January 16, 2025 and any subsequent correspondence.
2. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
3. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.

ADOPTED by the Lakeville City Council this **18th** day of **February 2025**.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES: Item 6. Airlake DEA
January 23, 2025

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

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:

- Sean Regan, Hat Trick Investments, expressed his excitement to work with Dakota Electric Association on this opportunity for their new campus.

Motion was made by Zimmer, seconded by Einck to close the public hearing at 6:18 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

The Planning Commission had no questions or comments about the preliminary plat.

Motion was made by Kaluza, seconded by Einck to recommend to City Council approval of the Airlake DEA preliminary plat, subject to the stipulations listed below:

1. Implementation of the recommendations listed in the engineering report dated January 16, 2025 and any subsequent correspondence.

2. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
3. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.

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

Nays: 0

Respectfully submitted,

Tina Goodroad, Community Development Director



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: Preliminary Plat to be known as Airlake DEA
Action Deadline: April 9, 2025

BACKGROUND

Dakota Electric Association (DEA) and Hat Trick Investments representatives have submitted a preliminary plat for Airlake DEA. 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 proposed properties are under the current ownership of Hat Trick Investments, a company related to Launch Properties.

DEA has committed to developing Outlot B of the proposed plat. Development of an outlot would require replatting of the parcel; this subsequent process requires a public hearing and review by the Planning Commission. The preliminary plat plans have been reviewed by the Engineering Division and the Parks and Recreation Department.

The following exhibits are attached for your information:

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Preliminary Plat

Zoning and Surrounding Uses. The property is zoned I-2, General Industrial District. The proposed project is surrounded by the following existing or planned land uses:

Direction	Existing Use	Land Use Plan	Zoning
North	Undeveloped Agricultural Property	Outside City Limits. Farmington Comprehensive Plan guides for agricultural use	Agriculture per Farmington Zoning Map
South	Bachman's Growing Fields	Outside City Limits. Eureka Township Comprehensive Plan guides for agricultural use	Agriculture per Eureka Township Zoning Map
East	Eureka Township Agricultural Use Property	Outside City Limits. Eureka Township Comprehensive Plan guides for agricultural use	Agriculture per Eureka Township Zoning Map
West	Hat Trick and Metropolitan Airports Commission Property	Industrial and Outside City Limits. Eureka Township Comprehensive Plan guides for agricultural use	I-2, General Industrial and Agriculture per Eureka Township Zoning Map

PLANNING ANALYSIS

PRELIMINARY PLAT

Zoning and Comprehensive Plan consistency. The property is currently guided Industrial and located in Planning District No. 6 of the Comprehensive Land Use Plan. The property is in the current Metropolitan Urban Service Area (MUSA) which means that City municipal services, including sanitary sewer service, are available to serve the property. The property is zoned 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.

Existing Site Conditions. The site is currently undeveloped; historically used for agricultural production of row crops.

Lot/Block/Outlot. The preliminary plat of Airlake DEA consists of two outlots and right-of-way for 222nd Street. The lots proposed with the preliminary plat exceed the minimum lot area and lot width requirements for the I-2, General Industrial District.

Preliminary Plat Lots		
Lot Area and Lot Width Requirements	Outlot A	Outlot B
1 Acre	31.39 acres	78.20 acres
100 feet	2,000+ feet	2,000+ feet

Streets. The plat of Airlake DEA includes the dedication of right-of-way and construction of 222nd Street up to the east boundary of the plat, which is also the municipal boundary. 222nd Street is a local rural industrial street constructed as a 40-foot-wide paved section within an 80-foot right of way.

225th Street is an unpaved road that runs along the southern portion of the plat that will provide a secondary access point to Outlot B. Eureka township owns and maintains 225th Street. There are no current plans to improve the road.

Grading, Drainage and Utilities. City sanitary sewer and water is currently available to the site, located west of the property. The existing and planned future City sanitary sewer and water systems available to serve the area of the preliminary plat are adequate to accommodate the build-out of future industrial building(s) within the preliminary plat area. All public utilities will be constructed by the developer when 222nd Street is constructed.

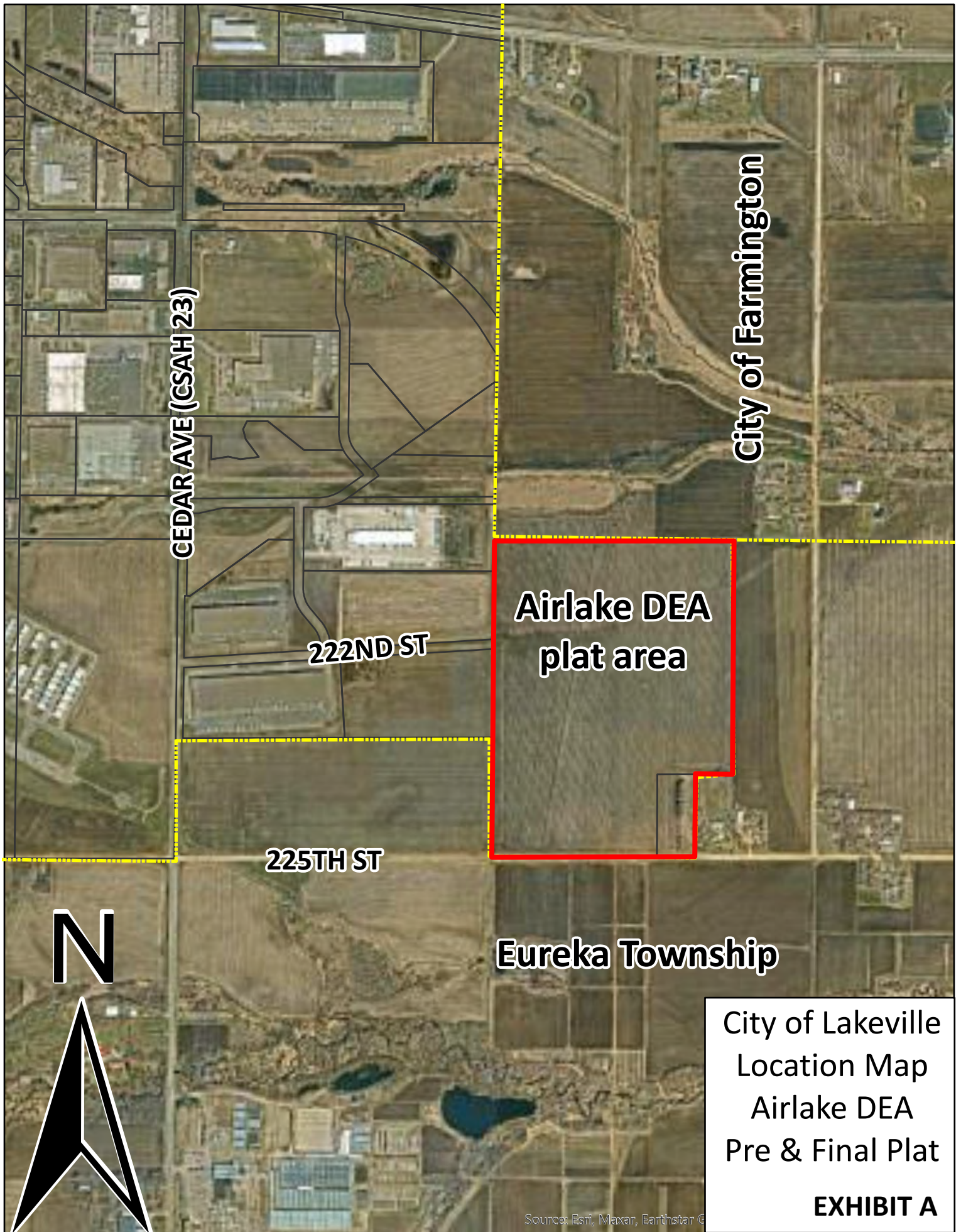
Grading, drainage, and utility plans will be reviewed with subsequent plat applications.

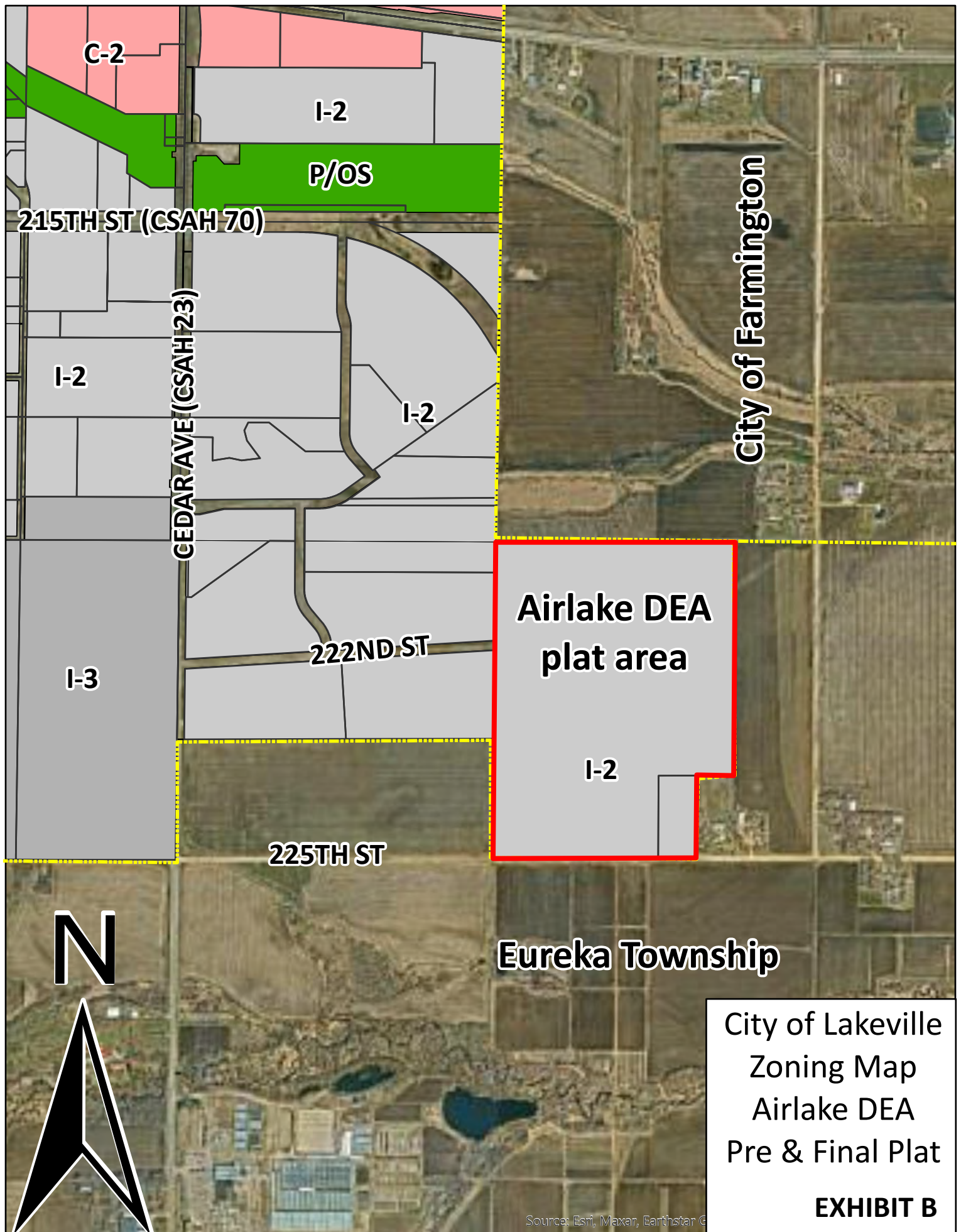
Park Dedication, Trails and Sidewalks. The City's Comprehensive Parks, Trails, and Open Space Plan does not identify any future park land needs in the area of the plat. No public trails or sidewalks are being constructed with this plat. Park dedication fees will be determined upon submittal of the platting of the outlots.

RECOMMENDATION

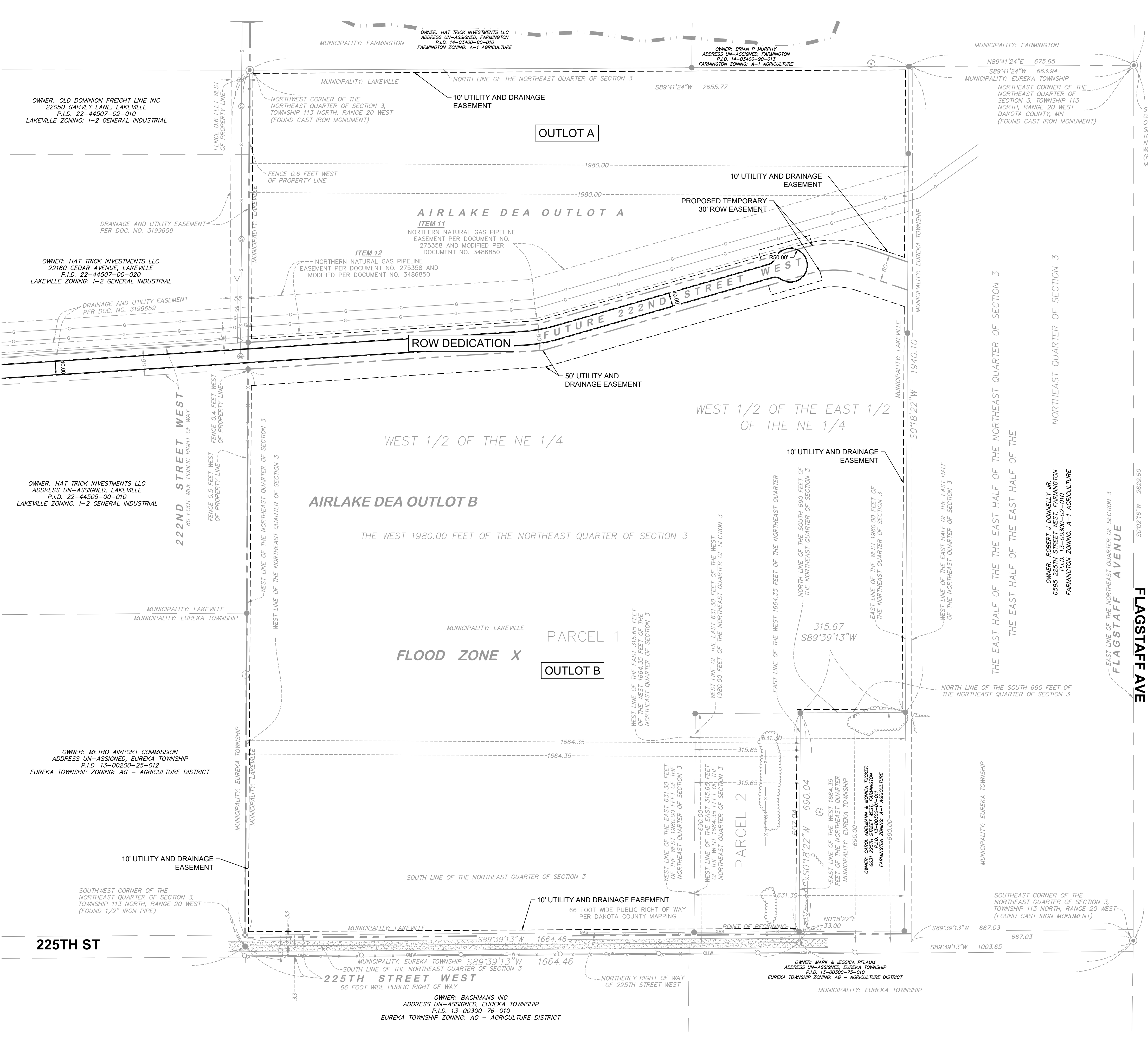
Community Development staff recommend approval of the Airlake DEA preliminary plat subject to the following stipulations:

1. Implementation of the recommendations listed in the engineering report dated January 16, 2025 and any subsequent correspondence.
2. The final plat shall be in substantial conformance with the preliminary plans on file with the Community Development Department except as may be modified by the conditions herein.
3. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.





This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



DEVELOPMENT PARCEL LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 3, Township 113, Range 20, Dakota County described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 39 minutes 13 seconds West, assumed bearing, along the south line of said Northeast Quarter, a distance of 1003.65 feet to the east line of the West 1664.35 feet of said Northeast Quarter; thence North 00 degrees 18 minutes 22 seconds East along said east line of the West 1664.35 feet of said Northeast Quarter, a distance of 33.00 feet to the northerly right of way line of 225th Street West and the point of beginning of said parcel to be described; thence South 89 degrees 39 minutes 13 seconds West along said northerly right of way line of 225th Street West, a distance of 1664.46 feet to the west line of said Northeast Quarter; thence North 00 degrees 18 minutes 22 seconds East, along said west line of said Northeast Quarter, a distance of 1700.08 feet; thence North 86 degrees 21 minutes 53 seconds East, a distance of 886.88 feet; thence North 73 degrees 56 minutes 15 seconds East, a distance of 1141.48 feet to the east line of the West 1980.00 feet of said Northeast Quarter; thence South 00 degrees 18 minutes 22 seconds West, along said east line of the West 1980.00 feet of said Northeast Quarter, a distance of 1403.13 feet to the north line of the South 690.00 feet of said Northeast Quarter; thence South 89 degrees 39 minutes 13 seconds West, along said north line of the South 690.00 feet of the Northeast Quarter, a distance of 315.67 feet to the east line of the West 1664.35 feet of the Northeast Quarter; thence South 00 degrees 18 minutes 22 seconds West, a distance of 657.04 feet to said northerly right of way line of 225th Street West and to the point of beginning.

Containing 3,406,316 square feet or 78.20 acres, more or less.

Abstract Property

LEGEND

- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED CURB AND GUTTER

PROPERTY SUMMARY	
AIRLAKE DEA OUTLOT A	± 31.75 AC
AIRLAKE DEA OUTLOT B	±77.85 AC
ROW DEDICATION	±4.98 AC
TOTAL AREA	±114.58 AC
ZONING SUMMARY	
EXISTING ZONING	I-2 GENERAL INDUSTRIAL
PROPOSED ZONING	I-2 GENERAL INDUSTRIAL

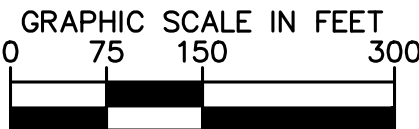
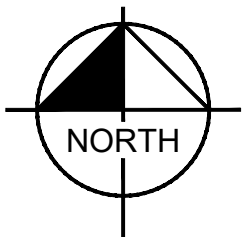
ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.

Kimley»Horn

PREPARED BY: BRIAN M. WURDEMAN, P.E.
11995 SINGLETREE LN, SUITE 225
EDEN PRAIRIE, MN 55344
TELEPHONE: (612) 315-1272

DEVELOPER
HAT TRICK INVESTMENTS, LLC
2866 WHITE BEAR AVE N
MAPLEWOOD, MN 55109
TELEPHONE: (612) 987-9966
CONTACT: DAN REGAN

SURVEYOR
EGAN, FIELD AND NOWAK, INC.
475 OLD HIGHWAY 8 NW, SUITE 200
NEW BRIGHTON, MN 55112
TELEPHONE: (612) 466-3300
CONTACT: ERIC ROESER



Know what's below.
Call before you dig.

PRELIMINARY - NOT FOR CONSTRUCTION

DAKOTA ELECTRIC - LAKEVILLE PREPARED FOR HAT TRICK INVESTMENTS, LLC LAKEVILLE MN		SHEET NUMBER EX-1		KHA PROJECT 16126700 DATE 02/06/2025 SCALE AS SHOWN DESIGNED BY CGM DRAWN BY MOB CHECKED BY BMW		I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. BRIAN M. WURDEMAN, P.E. MN DATE: 02/06/2025 L.C. NO. 53113		Kimley»Horn © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 11995 SINGLETREE LANE, SUITE 225, EDEN PRAIRIE, MN 55344 PHONE 612-315-1272 WWW.KIMLEY-HORN.COM		No.		Revisions		Date		By	
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Memorandum

To: Heather Botten, Senior Planner
From: Jon Nelson, Assistant City Engineer
Copy: Zach Johnson, City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official
Tina Goodroad, Community Development Director
Date: January 16, 2025
Subject: Airlake DEA

- Preliminary Plat Review

BACKGROUND

Dakota Electric Association (DEA) and Hat Trick Investments has submitted a preliminary plat to be known as Airlake DEA. The proposed development is located east of Garvey Lane and land owned by Metropolitan Airports Commission for Airlake Airport, south of the corporate limit with Farmington, and west and north of the corporate limit with Eureka Township. The site is zoned I-2, General Industrial District.

The preliminary plat consists of two outlots and dedication of right-of-way on 113.31 acres. The Developer is dedicating 3.72 acres as 222nd Street right-of-way.

SITE CONDITIONS

The Airlake DEA site is undeveloped cultivated agricultural land. A wetland has been identified on the site. The land generally slopes from the southwest to northeast.

STREET AND SUBDIVISION LAYOUT

222nd Street

Airlake DEA includes the platting of right-of-way for 222nd Street, a local industrial roadway. 222nd Street will be constructed as a rural section roadway to promote infiltration and stormwater treatment in conjunction with development within the preliminary platted area. 222nd Street will be constructed as a 40-foot-wide paved section and two-foot gravel shoulders within an 80-foot right-of-way.

A temporary cul-de-sac on 222nd Street is planned within a temporary easement at the east plat boundary. A temporary turnaround easement and escrow for future removal of the temporary cul-de-sac will be required with the development final plat.

EASEMENTS

Prior to recording of the final plat:

- A 50-foot-wide drainage and utility easement along the north side of 222nd Street shall be shown on the final plat.

RECOMMENDATION

Engineering recommends approval of the preliminary plat for Airlake DEA, subject to the requirements and stipulations within this report.



Date: 2/18/2025

North Creek Manufactured Home Park Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve the North Creek MHP conditional use permit and adoption of the findings of fact.

Overview

Dirt Boys, Inc., on behalf of North Creek of Lakeville, LLC is requesting a Conditional Use Permit (CUP) to expand the existing North Creek Manufactured Home Community. This new addition of 130 home sites will be located immediately south of the existing North Creek Manufactured Home community, north of the existing Country View Manufactured Home community, and west of Pilot Knob Road (CSAH 31). The subject property and adjacent manufactured home communities are zoned RSMH, Single Family Manufacture Home Park District. A CUP is required for the expansion of a manufactured home park in the RSMH zoning district and for a shoreland impact plan within the Shoreland Overlay District. The property includes one parcel totaling 26.52 acres.

The Planning Commission held a public hearing on the CUP at their February 6, 2025 meeting. There were several public comments from residents regarding traffic impacts through the existing North Creek MHP, concern about the condition of the existing neighborhood, loss of wildlife on the vacant parcel, and request for increased fence height. A stipulation was added to require all construction traffic to access the development site through the North Creek MHP. The Planning Commission unanimously recommended approval.

Since the meeting, the owner of North Creek has shared with staff a schedule for some improvements to the existing MHP including:

- Replacing mailboxes by end of July, 2025
- Replacing playground equipment by end of July, 2025
- Resurfacing existing driveways in the Fall of 2025 (coordinating with paving of the expansion roads to save on mobilization costs)
- Exploring options to reduce speeds in neighborhood

Supporting Information

1. Conditional Use Permit and Findings of Fact
2. February 6, 2025 draft Planning Commission meeting minutes

3. January 27, 2025 Planning and Engineering reports

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Tina Goodroad, Community Development Director

CITY OF LAKEVILLE

DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 25-__

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville approves a Conditional Use Permit for North Creek of Lakeville, LLC for 130 additional home sites to the North Creek Manufactured Home Park in the RSMH District.
2. Property. The permit is for the described property located in the City of Lakeville, Dakota County, Minnesota and described in Exhibit A.
3. Conditions. The permit is issued subject to the following conditions:
 - a) That the site be developed in accordance with the plans approved by the City Council.
 - b) A fence permit shall be issued prior to installation of any fencing on the site. The privacy fence and chain link fences along the west and south property lines shall be installed prior to the issuance of any permits for home placement.
 - c) The chain link fence along the south property line shall be a minimum of six (6) feet in height. The gate at Country View Lane shall be a minimum of six (6) in height.
 - d) All construction related traffic shall be through the existing North Creek MHP. No construction traffic shall be permitted on any streets in the Country View MHP.
 - e) Satisfy all conditions stipulated in the Engineering report dated January 27, 2025 prior to the issuance of a permit for home placement.
 - f) Tree protection measures must be in place prior to any grading or construction activity on site.
 - g) The applicant shall provide confirmation that an easement for the private road exists over the city greenway parcel and/or recording of such easement with the recording of the CUP.

- h) The applicant shall provide confirmation of a shared easement for the northern lot private drives to serve the new expansion lot and/or recording of such easement with the recording of the CUP.
- i) Preparation of drainage and utility easements along the grading extents of both stormwater basins and along the Special Flood Hazard Area (SFHA), as determined by FEMA, in favor of the City of Lakeville.

4. Revocation of Permit. The City may revoke the permit for cause upon determination that the conditional use is not in conformance with the conditions of this permit or is in continued violation of the Zoning Ordinance, City Code, or other applicable regulations.

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

Dated: **February 18, 2025**

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

The following instrument was acknowledged before me this 18th 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

Exhibit A

North Creek Estates Manufacture Home Park Legal Description of the undeveloped property south of existing community:

Parcel 2:

All that part of the North one-half of the Southeast Quarter and the South one-half of the Northeast Quarter of Section 11, Township 114, Range 20, Dakota County, Minnesota, described as follows, to-wit; Commencing at the southeast corner of said South one-half of the Northeast Quarter, thence North 00 degrees 24 minutes 22 seconds east along the east line of said South one-half of the Northeast Quarter for a distance of 88.81 feet; thence North 73 degrees 27 minutes 39 seconds west for a distance of 787.32 feet; thence west for a distance of 647.22 feet to the actual point of beginning of the tract of land to be described; thence south for a distance of 507.20 feet; thence south 45 degrees 00 minutes 00 seconds west for a distance of 70.71 feet; thence west for a distance of 1,205 feet more or less, to the west line of said North one-half of the Southeast Quarter; thence northerly along the West line of said North one-half of the Southeast Quarter and the West line of the South one-half of the Northeast Quarter to the Northwest corner of said South one-half of the Northeast Quarter, thence easterly along the North line of said South one-half of the Northeast Quarter to an intersection with a line drawn through the point of beginning and having a bearing of North; thence south along said line to the point of beginning.

Excepting therefrom

Commencing at the southeast corner of the South half of the Northeast Quarter of Section 11, Township 114, Range 20, Dakota County, Minnesota; thence on an assumed bearing of North 00 degrees 24 minutes 22 seconds East along the East line of said South half of said Northeast Quarter for a distance of 88.81 feet; thence North 73 degrees 27 minutes 39 seconds West for a distance of 787.32 feet; thence West for a distance of 647.72 feet; thence North a distance of 183.91 feet to the actual point of beginning of the tract of land to be described; thence North 73 degrees 45 minutes 14 seconds West a distance of 1306.08 feet to the West line of said South half of said Northeast Quarter; thence North 00 degrees 04 minutes 04 seconds West along said West line a distance of 138.82 feet; thence South 73 degrees 45 minutes 14 seconds East a distance of 1104.69 feet; thence North 53 degrees 07 minutes 00 seconds East a distance of 227.87 feet; thence North 00 degrees 16 minutes 29 seconds West a distance of 337.26 feet; thence South 89 degrees 43 minutes 28 seconds West a distance of 103.96 feet; thence North 00 degrees 16 minutes 29 seconds West a distance of 135.00 feet to the North line of said South half of said Northeast Quarter; thence North 89 degrees 43 minutes 28 seconds East along said North line a distance of 117.47 feet; thence south 805.53 feet to the point of beginning, according to the United States Government Survey thereof and situated in Dakota County, Minnesota.

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

NORTH CREEK MANUFACTURED HOME PARK CONDITIONAL USE PERMIT

FINDINGS OF FACT AND DECISION

On February 6, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the request of Dirt Boys Inc., on behalf of North Creek of Lakeville LLC, for a conditional use permit for a manufactured home park in the RSMH, Single Family Manufactured Home Park District and for a shoreland impact plan within the Shoreland Overlay District. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is located in Comprehensive Planning District 3, which guides the property for Manufactured Housing.
2. The subject site is zoned RSMH, Single Family Manufactured Home Park District.
3. The legal description of the property is attached in Exhibit A.
4. Chapter 4 of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**
Finding: The 130 manufactured home pad sites are consistent with the guided manufactured housing use of the property.
 - b. **The proposed use is or will be compatible with future land uses of the area.**
Finding: The 130 manufactured home pad sites are compatible with the existing and future land uses in the area.
 - c. **The proposed use conforms with all performance standards contained in the Zoning Ordinance and the City Code.**
Finding: Provided compliance with the stipulations of the conditional use permit, the 130 manufactured home pad sites will conform to all performance standards contained in the Zoning Ordinance and City Code.
 - d. **The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.**

Finding: The 130 manufactured home pad sites can be accommodated with existing public services and will not overburden the City's service capacity.

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

Finding: The public and private streets serving this site are adequate to accommodate traffic from the new manufactured home units.

5. The report dated January 27, 2025 prepared by Tina Goodroad, Community Development Director, is incorporated herein.

DECISION

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

DATED: February 18, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

SEAL

Exhibit A

North Creek Estates Manufacture Home Park Legal Description of the undeveloped property south of existing community:

Parcel 2:

All that part of the North one-half of the Southeast Quarter and the South one-half of the Northeast Quarter of Section 11, Township 114, Range 20, Dakota County, Minnesota, described as follows, to-wit; Commencing at the southeast corner of said South one-half of the Northeast Quarter, thence North 00 degrees 24 minutes 22 seconds east along the east line of said South one-half of the Northeast Quarter for a distance of 88.81 feet; thence North 73 degrees 27 minutes 39 seconds west for a distance of 787.32 feet' thence west for a distance of 647.22 feet to the actual point of beginning of the tract of land to be described; thence south for a distance of 507.20 feet; thence south 45 degrees 00 minutes 00 seconds west for a distance of 70. 71 feet; thence west for a distance of 1,205 feet more or less, to the west line of said North one-half of the Southeast Quarter; thence northerly along the West line of said North one-half of the Southeast Quarter and the West line of the South one-half of the Northeast Quarter to the Northwest corner of said South one-half of the Northeast Quarter, thence easterly along the North line of said South one-half of the Northeast Quarter to an intersection with a line drawn through the point of beginning and having a bearing of North; thence south along said line to the point of beginning.

Excepting therefrom

Commencing at the southeast corner of the South half of the Northeast Quarter of Section 11, Township 114, Range 20, Dakota County, Minnesota; thence on an assumed bearing of North 00 degrees 24 minutes 22 seconds East along the East line of said South half of said Northeast Quarter for a distance of 88.81 feet; thence North 73 degrees 27 minutes 39 seconds West for a distance of 787.32 feet; thence West for a distance of 647.72 feet; thence North a distance of 183.91 feet to the actual point of beginning of the tract of land to be described; thence North 73 degrees 45 minutes 14 seconds West a distance of 1306.08 feet to the West line of said South half of said Northeast Quarter; thence North 00 degrees 04 minutes 04 seconds West along said West line a distance of 138.82 feet; thence South 73 degrees 45 minutes 14 seconds East a distance of 1104.69 feet; thence North 53 degrees 07 minutes 00 seconds East a distance of 227.87 feet; thence North 00 degrees 16 minutes 29 seconds West a distance of 337.26 feet; thence South 89 degrees 43 minutes 28 seconds West a distance of 103.96 feet; thence North 00 degrees 16 minutes 29 seconds West a distance of 135.00 feet to the North line of said South half of said Northeast Quarter; thence North 89 degrees 43 minutes 28 seconds East along said North line a distance of 117.47 feet; thence south 805.53 feet to the point of beginning, according to the United States Government Survey thereof and situated in Dakota County, Minnesota.

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
February 6, 2025

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

Members Present: Vice Chair Christine Zimmer, Scott Einck, Pat Kaluza, Jason Swenson, Alternate Mark Traffas, Ex-Officio Jeff Hanson

Members Absent: Chair Jenna Majorowicz, Amanda Tinsley, Patty Zuzek

Staff Present: Tina Goodroad, Community Development Director; Kris Jenson, Planning Manager; Heather Botten, Senior Planner; Jon Nelson, Assistant City Engineer; Dawn Erickson, Recording Secretary, Andrea McDowell-Poehler, City Attorney

3. Approval of the Meeting Minutes

The January 23, 2025 Planning Commission meeting minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson stated that the Findings of Fact were revised to correct the legal description. Ms. Jenson stated there is a joint work session with the Parks, Recreation, and Natural Resources Committee immediately following this meeting.

5. North Creek MHP Conditional Use Permit

Vice Chair Zimmer opened the public hearing to consider the application of Dirt Boys, Incorporated for a conditional use permit to allow the expansion of North Creek Manufactured Home Park for the development of manufactured home sites in the RSMH, Single Family Manufactured Home Park District and Shoreland Overlay District. Joe Mailander, Engineer on behalf of Dirt Boys, Incorporated presented a brief overview of the request. Mr. Mailander stated the plan would include 130 new homes at the site and there would be no additional burden on the city as the infrastructure is already in place.

Community Development Director Tina Goodroad presented the staff report. She summarized the history of the site; that the parcel has been zoned for manufactured housing since at least 1974 and that the third phase was originally proposed in 1989 and again in 1997. Ms. Goodroad noted the amenities that are proposed with the third phase and that a six-foot-tall privacy fence would be installed along the west property line and continue along the south property line, where it would transition to a four-foot-tall chain link fence along the stormwater pond. A gate will be placed at Country View Trail, which will only allow access between North Creek and Country View parks

in the case of an emergency. Ms. Goodroad noted that the requirements for a Shore Impact Plan, as required by the Shoreland Overlay District, have been met and that the DNR had no comments. Vice Chair Zimmer opened the hearing to the public for comment.

Joyce Mallery, 4650 Eveleth Court, Country View resident, expressed concern about the increase in traffic in the neighborhood, the impact to wildlife in the pond area, and questioned how the development would impact property taxes.

Kurt Mecus, 17265 North Creek Lane, expressed concerns about traffic and the increased number of cars, that the storm shelter is not adequate for current North Creek residents, flooding along North Creek, and where runoff from the new development would go.

Linda Baumgartner, 17390 Faraday Lane, expressed concern about responsibility for maintenance of the fence, wildlife in the area, and tree removal on the site.

Kevin Morgan, 17305 Fairgreen Avenue, expressed concern about non-residents visiting the site and conducting illegal activity.

Dan Gustafson, 5775 Country View Trail, Owner of Country View MHP, stated he constructed the park in 1972 and has been involved in the management for 53 years. Added that he would like the fence height increased from six feet to seven feet, the height of the gate increased, and requested that construction traffic not use Country View Trail.

Stacy Carvell, 17616 Fairfax Avenue, expressed concern about wildlife (including eagles) and the increase in traffic and asked if the pond could be located along the west property line.

Jeff Carvell, 17616 Fairfax Avenue, asked when the wetland designation of the property was changed.

Chad Velta, 17668 Fairfax Avenue, stated that the residents weren't notified, felt the meeting location should have been local to the neighborhood, expressed concern about cramming high density on the property and whether the units would be rentals and stated that the owner has not cared for the property.

Alex Rekstein, 17592 Fairfax Avenue, expressed concern about traffic and the electric line easement being poorly maintained.

Amber Kipply, 17265 North Creek Drive, stated the park is in disrepair and is poorly maintained.

Jody Raber, 5696 177th Street, Country View resident, expressed concern about the safety and security of children, doesn't want that to be impacted by rentals, and felt that the entire development fenced and the fence increased in height.

Motion was made by Kaluza, seconded by Swenson, to close the public hearing at 6:42 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Vice Chair Zimmer asked Mr. Mailander to address the questions that were posed during the public hearing. Mr. Mailander stated that a storm shelter that meets state code requirements is part

of the expansion plans. Mr. Mailander also addressed concerns about the flood plain, wetland, pond, fence and traffic.

Jay Van Tassell, representing the owner of North Creek MHP, stated the intent is to sell all the homes and not offer them for rent. He stated that they do background checks for everyone who wants to live in the community. Commissioner Kaluza asked if they would be willing to have Crime Free Drug Free agreements if anything needs to be rented. Mr. Van Tassell stated they would agree to that.

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

- A request was made for the representative of the owner to respond to the state of the park. Mr. Van Tassel stated they would be doing some maintenance and improvements with the expansion. The owner was urged to address resident concerns in the park before it goes to City Council.
- There was concern expressed about the space between the fence and the rear property lines and the possibility of it being used as a thoroughfare. Mr. Mailander stated that there isn't access to create a thoroughfare.
- It was noted the wetland process appears to be followed and the stormwater ponds are in the correct location based on the site. The number of units proposed for the site was reduced in order to meet the stormwater requirements.
- There was discussion regarding when there could be a requirement for multiple egress. Assistant City Engineer Jon Nelson summarized the traffic study for this area.
- Following some discussion about the construction traffic, Mr. Mailander stated all construction traffic will access the site through North Creek. Commissioners requested that Ms. Goodroad add this requirement as a stipulation of approval, and she concurred with the addition.
- The City's Land Use Plan guides this parcel as Manufactured Housing, which has a density requirement of 4-7 units per acre. The North Creek expansion has a density of five units per acre, in compliance with the comprehensive plan.
- There was a question about types of trees and screening. Mr. Mailander stated there will be a mix of overstory and coniferous trees. They will be trying to preserve as many trees as possible along North Creek.
- Commissioner Swenson expressed concern regarding the street crossing over the creek. Mr. Mailander stated that they engaged with a local consultant, Collins Engineering, to evaluate the structure and provide recommendations for the crossing, which will be implemented with the construction of this development.

Motion was made by Swenson, seconded by Kaluza to recommend to City Council approval of the North Creek Manufactured Home Park conditional use permit subject to the nine stipulations listed in the January 27, 2025 planning report, as amended and adoption of the findings of fact.

1. That the site be developed in accordance with the plans approved by the City Council.
2. A fence permit shall be issued prior to installation of any fencing on the site. The privacy fence along the west and south property lines shall be installed prior to issuance of any permits for home placement.
3. The chain link fence along the south property line shall be a minimum of six (6) feet in height. The gate at Country View Lane shall be a minimum of six (6) in height.
4. Satisfy all conditions stipulated in the Engineering Memo dated January 27, 2025 prior to the issuance of a permit for home placement.
5. Tree protection measures must be in place prior to any grading or construction activity on site.
6. The applicant shall provide confirmation that an easement for the private road exists over the city greenway parcel and/or recording of such easement with the recording of the CUP.
7. The applicant shall provide confirmation of a shared easement for the northern lot private drives to serve the new expansion lot and/or recording of such easement with the recording of the CUP.
8. Preparation of drainage and utility easements along the grading extents of both stormwater basins and along the Special Flood Hazard Area (SFHA), as determined by FEMA, in favor of the City of Lakeville.
9. All construction traffic must be through the existing North Creek Development.

Ayes: Kaluza, Zimmer, Einck, Swenson, Traffas

Nays: 0

There being no further business, the meeting was adjourned at 7:13 p.m.

Respectfully submitted,

Dawn Erickson, Recording Secretary



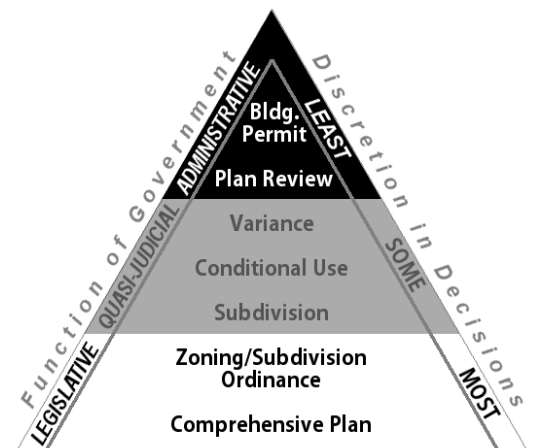
Memorandum

To: Planning Commission
From: Tina Goodroad, AICP, Community Development Director
Date: January 27, 2025
Subject: Packet Material for the February 6, 2025, Planning Commission Meeting
Agenda Item: North Creek Manufactured Home Park Conditional Use Permit
Application Action Deadline: March 1, 2025

INTRODUCTION

Dirt Boys, Inc., on behalf of North Creek of Lakeville, LLC is requesting a Conditional Use Permit to expand the existing North Creek Manufactured Home Community. This new addition will be located immediately south of the existing North Creek Manufactured Home community and north of the existing Country View Manufactured Home community and west of Pilot Knob Road (CSAH 31). The subject property and adjacent manufactured home communities are zoned RSMH, Single Family Manufacture Home Park District. Expansion of a manufactured home park is a conditional use in the RSMH zoning district and shoreland impact plan within the Shoreland Overlay District. The property includes one parcel totaling 26.52 acres.

The Conditional Use Permit request is **quasi-judicial**; the City's role is to determine the facts associated with the request and weigh those facts against the legal standards contained in the City Code and State Statute. In general, if the facts indicate the applicant meets the relevant legal standards of the code and will not compromise the general welfare, the applicant is likely entitled to approval. The City is, however, able to add conditions to the approval to ensure that any impacts to parks, roads, utilities, or other public infrastructure on and around the subject property are adequately addressed.



The following exhibits are attached for your review:

- A. Location Map
- B. Zoning Map
- C. Phase III plan proposed in 1989 and 1997 (2 pages)
- D. Existing Conditions Plan
- E. Overall Grading and Erosion Control Plan
- F. Overall Site Layout Plan
- G. Site Layout Plans (4)
- H. Site Layout Details
- I. Tree Preservation Plan
- J. Tree Inventory
- K. Landscaping Plan
- L. Traffic Study dated January 20, 2025
- M. October 4, 2023 Neighborhood Meeting Notes

PLANNING ANALYSIS

Existing Conditions. The subject property is owned by North Creek of Lakeville LLC who also owns the existing North Creek Manufactured Home Park. The proposal includes the development of the community with private streets, amenities and a total of 130 home sites for single wide manufactured homes.

The first phase of North Creek had 105 homesites and was approved and constructed in 1984, while the second phase of 60 homesites was approved in late 1986. Phase three plans for 141 home sites were submitted in 1989 and again in 1997, though it's unclear why development did not move forward at those times. The site layout that was proposed at those times is attached as Exhibit C. The area of the North Creek and Country View manufactured home parks has been zoned for manufactured housing since at least 1974.

A neighborhood meeting was held October 4, 2023 when the original application for expansion was submitted and the meeting notes are attached as Exhibit K. Since that meeting, the application has completed additional studies, including a traffic study, and final stormwater plans were prepared that resulted in a reduction of the number of home sites proposed, from 153 to 130.

Adjacent Land Uses. Adjacent land uses and zoning are as follows:

- North** – North Creek (P/OS), North Creek MHP community (RSMH)
- East** – North Creek (P/OS), Country View MHP community (RSMH)
- South** – Country View MHP community (RSMH)
- West** – Single Family homes (RS-3)

Lot Setbacks. Section 11-55-15.B.8 establishes individual manufactured home lot setbacks based on when the park was created. For North Creek MHP, all manufactured homes must be setback a minimum of 20 feet from the front lot line and 10 feet from a side or rear lot line. The proposed units shown on the site plans all meet these setback requirements.

MUSA. The North Creek MHP is located within the current MUSA.

Shoreland Impact Plan. A portion of the development site is located within the shoreland overlay district of North Creek, which extends 300 feet from the centerline of the creek. The creek itself is within an outlot that was deeded to the City in 1994. The shoreland impact plan includes requirements that the plans address erosion control, access to public utilities, stormwater management, and site development best management practices. Community Development and Engineering staff have determined that the requirements of the shoreland overlay district have been met, and all proposed development is located outside of the floodplain. Engineering analysis of the site, with a focus on drainage, erosion control, and turf establishment, meets the requirements for a shore impact plan. The proposed plans have been sent to the DNR for their review but a response has not yet been received.

Site Design. A total of 130 home sites will be created across the site. The north portion of the site abuts the outlot containing North Creek, and all of the proposed development is located outside of the floodplain. An infiltration basin is proposed just south of the creek and a detention pond will be constructed at the south property line, east of Country View Trail. A four-foot-tall chain link fence will be installed between both basins and the new homesites. The applicant has also agreed to provide a six-foot solid fence along the west property line and the south property line, west of Country View Trail.

Proposed lots range in size from 4,770 sq ft to 13,905 square feet, with the majority of the lots having an area in the range of 4,770 to 4,950 square feet. Each home site includes an 18-foot wide, 20-foot-deep off-street parking pad, which provides the required two off-street parking spaces per unit. Twenty-six guest parking spaces are provided in three locations across the community. A required storm shelter is planned at the corner of County View Trail and Upper 175th Street which is well centralized in the community. Recreation and playground areas are provided at the northwest and southwest portions of the site.

Landscaping. Nearly each lot will have a front yard overstory tree. Additional plantings are proposed at the recreation areas and guest parking spaces, as well as along both stormwater basins. A solid row of overstory and coniferous trees will be planted along the west property line and continuing around the southwest corner of the site. The proposed plantings sizes on the plan meet ordinance requirements.

Tree Preservation. The tree preservation plan indicates that there are 733 trees existing on site, 82 of which are proposed to be saved, primarily located near North Creek, shall be submitted prior to issuance of a grading permit. The majority of the trees on site are Cottonwood, Siberian

or American Elm, and Willow. Six Green Ash trees are infected with Emerald Ash Borer, and therefore will be removed regardless of their location on the site. Trees and tree areas proposed to be saved must have appropriate protective fencing prior to any grading work beginning on site.

Sanitary Sewer and Water Services. All lots will be served with city sewer, water, and storm sewer services. See the January 27, 2025 Engineering report by Jon Nelson, Assistant City Engineer, for more information.

CONDITIONAL USE PERMIT ANALYSIS

A conditional use permit application has been submitted to add units to a manufactured home park in the RSMH District. Section 11-4-7 lists the following performance standards for conditional use permits:

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

Private streets will serve this new portion of North Creek through a street extension of Fairgreen Avenue south from the existing North Creek community. All trips will be through the existing North Creek community to Pilot Knob Road (CSAH 31) via 173rd Street. This is the only possible access as Country View MHP has not agreed to a street connection on the south side of the development. Because the streets are all private, the City cannot require another property owner to provide access to an adjacent property owner. Country View MHP has agreed to allow a street to connect to the existing stub of Country View Trail and the installation of a gate, which will allow access in the event of an emergency.

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

Access to the site will be from Fairgreen Avenue extending from the existing North Creek MHP. Three additional private streets will serve the 130 home sites.

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

Not applicable.

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

Two paved, off-street parking spaces are being provided for each of the new home sites. This complies with Section 11-19-13, which requires two off-street spaces per single family home.

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

Not applicable.

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

While this new phase of the North Creek MHP is a residential use, it abuts existing single family homes to the west and the Country View MHP to the south. Development plans include the installation of a six-foot tall solid fence along with the south and west property lines, west of Country View Trail.

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

A variety of overstory and coniferous trees are provided at the perimeter of the community with additional screening provided along the west property line where additional lot depth is provided. The majority of the proposed lots will also contain a minimum of one tree.

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

The plans indicate that seven streetlights will be installed at locations around the development, primarily at intersections and guest parking areas. The proposed streetlights are 16 feet tall with a six-foot mast arm.

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

Not applicable.

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

The Engineering Division has reviewed and determined that the proposed site development plans are acceptable, provided compliance with the January 27, 2025 Engineering report drafted by Jon Nelson, Assistant City Engineer.

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

Not applicable.

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

Each home site is responsible for their own trash and recycling removal.

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

No additional signage is proposed to be added with these units.

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

Not applicable.

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

Not applicable.

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

Not applicable

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

Not applicable.

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

Not applicable.

RECOMMENDATION

Community Development Department staff recommends approval of the North Creek MHP conditional use permit, subject to the following stipulation:

1. That the site be developed in accordance with the plans approved by the City Council.
2. A fence permit shall be issued prior to installation of any fencing on the site. The privacy fence along the west and south property lines shall be installed prior to issuance of any permits for home placement.
3. Satisfy all conditions stipulated in the Engineering Memo dated January 27, 2025 prior to the issuance of a permit for home placement.
4. Tree protection measures must be in place prior to any grading or construction activity on site.
5. The applicant shall provide confirmation that an easement for the private road exists over the city greenway parcel and/or recording of such easement with the recording of the CUP.
6. The applicant shall provide confirmation of a shared easement for the northern lot private drives to serve the new expansion lot and/or recording of such easement with the recording of the CUP.

7. Preparation of drainage and utility easements along the grading extents of both stormwater basins and along the Special Flood Hazard Area (SFHA), as determined by FEMA, in favor of the City of Lakeville.

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



Memorandum

To: Tina Goodroad, Community Development Director

From: Jon Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director

Copy: Zach Johnson, City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official

Date: January 27, 2025

Subject: North Creek Manufactured Home Park

- Conditional Use Permit
- Grading and Erosion Control Plan Review
- Utility Plan Review
- Site Plan Review

BACKGROUND

Dirt Boys, Inc. has submitted a conditional use permit to expand and construct new home sites at the existing North Creek Manufactured Home Park. The proposed development is located south of and adjacent to the North Creek Greenway, east of Fairfax Avenue, west of Pilot Knob Road and north of 176th Street. The parent parcel consists of undeveloped land (PID 220110076012). The parcel is zoned RSMH, Single family manufactured home park district.

The proposed site plan will be completed by:

Applicant: Dirt Boys, Inc.
Engineer: Clearwell Engineering

SITE CONDITIONS

The North Creek Manufactured Home Park site primarily contains undeveloped land. The site is located within the North Creek Stormwater District. The site is bisected with the northern half of the site generally draining southwest to northeast and the south end of the site

generally draining west to east. The site is bordered to the north by the North Creek greenway, the east and south by existing manufactured homes and to the west by single family homes along Fairfax Avenue.

EASEMENTS

Prior to recording of the conditional use permit:

- A drainage and utility easement along the grading extents of both stormwater basins in favor of City of Lakeville shall be recorded.
- A drainage and utility easement along the Special Flood Hazard Area (SFHA), as determined by FEMA, in favor of City of Lakeville shall be recorded.
- A shared access easement shall be placed over the northern lot private roadways accessing the site from Pilot Knob Road (CSAH 31).
- A shared access easement shall be placed over the private roadway over the North Creek Greenway.

STREET AND SUBDIVISION LAYOUT

Pilot Knob Road

North Creek Manufactured Home Park is located west of Pilot Knob Road, a minor arterial roadway as identified in the City's Transportation Plan. A traffic impact study was finalized on January 20, 2025 in relation to North Creek Manufactured Home Park. The applicant shall be responsible for implementation of recommended improvements considered in the study deemed as the result of the traffic generated from the site.

Site Access

Access to the site is proposed via extension of the existing privately owned and maintained road, Fairgreen Avenue. The proposed new entrance shall utilize an existing crossing of North Creek to the site. An easement, by the city, will be required to be recorded with the CUP for this crossing. A gated access is proposed for emergency vehicle access only on the south end of the site, connecting to Country View Trail. The Applicant shall provide a \$10,000 security for construction of a street connection to County View Trail.

CONSTRUCTION ACCESS

Construction traffic access and egress shall be restricted to a single entrance from Pilot Knob Road.

UTILITIES

SANITARY SEWER

North Creek Manufactured Home Park is located within subdistrict NC-20115 of the North Creek sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor sewer

monitored by meter M643A. Wastewater treatment is provided by the Empire Wastewater Treatment Facility.

Development of North Creek Manufactured Home Park includes the connection of an 8-inch privately owned and maintained sanitary sewer service to the existing 15-inch sanitary sewer with a manhole located within the greenway conservation area of North Creek Greenway to provide service to North Creek Manufactured Home Park. The Applicant shall provide a \$10,000 security for connection to the public sanitary sewer.

Sanitary Sewer Connection Charge and M.C.E.S. Sac unit, established by MCES, are to be paid with a building permit application.

The Sanitary Sewer Availability Charge has not been collected on the site and is required prior to the issuance of a conditional use permit, calculated as follows:

130 units	x \$327.00	= \$42,510.00
Total Units North Creek MHP	2025 Unit Rate	Sanitary Sewer Availability Charge North Creek MHP

WATERMAIN

An existing 8-inch watermain service extends into the property in the southwest portion of the parcel. Development of North Creek Manufactured Home Park includes the connection of a 8-inch privately owned and maintained watermain service to the existing 8-inch public watermain. The Applicant shall provide a \$10,000 security for connection to the public watermain.

Watermain Unit Charge is to be paid with a building permit application.

DRAINAGE AND GRADING

The site is located within subdistrict NCL-62 of the North Creek drainage district, as identified in the City's Water Resources Management Plan.

Development of North Creek Manufactured Home Park will include the construction of two privately owned and maintained stormwater basins consisting of one infiltration basin and one wet basin.

The Applicant shall sign a private maintenance agreement for both stormwater basins and dedicate drainage and utility easements over the stormwater management areas prior to recording of a conditional use permit. The storm basins will provide water quality treatment, volume reduction and rate control of the stormwater runoff generated from the proposed site improvements. A grading permit is required to be obtained from the City Engineering Department prior to construction commencing on the site.

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 Applicant shall certify to the City that all lots with footings placed on fill material are appropriately constructed. Building permits will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

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

STORM SEWER

Privately owned and maintained storm sewer will be constructed within North Creek Manufactured Home Park. Private storm sewer constructed within North Creek Manufactured Home Park will convey runoff to two privately owned and maintained storm basins. The privately owned and maintained storm basins will ultimately outlet to North Creek. The outlet overflows will be protected by rip rap in accordance with city standards. The Applicant shall provide a \$20,000 security prior to issuance of the conditional use permit for the two storm overflows to North Creek.

The Storm Sewer Charge has not been collected on the site and must be collected with the North Creek Manufactured Home Park Conditional Use Permit, calculated as follows:

Storm Sewer Charge Summary

Gross Area of North Creek Manufactured Home Park		1,154,340.00 s.f.
Less Area of Storm Basins	(-)	218,236.00 s.f.
Total	=	936,104.00 s.f.

936,104.00 s.f.	x \$0.198/s.f.	= \$185,348.59
Net Area of North Creek MHP	Residential (multi-family) Area Charge	Total Storm Sewer Charge

FEMA FLOODPLAIN ANALYSIS

North Creek Manufactured Home Park is shown on Flood Insurance Rate Map (Map No. 27037C0208E; Eff. Date 12/2/2011) primarily as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, the manufactured home lots within North Creek Manufactured Home Park are not located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

North Creek crosses through the northeast corner of North Creek Manufactured Home Park and is designated as Zone AE, and therefore within a Special Flood Hazard Area (SFHA). The area mapped as Zone AE will be placed in a drainage and utility easement.

WETLANDS

A wetland delineation was completed for the site by Minnesota Natural Resource. On November 30, 2022, the Notice of Application was distributed to TEP members, and no objections were raised. Based on the information provided, including the site visit conducted on November 2, 2022, the wetland delineation for North Creek Manufactured Home Park, as detailed in the report, is approved for use in implementing the Wetland Conservation Act.

The North Creek Manufactured Home Park project qualifies for a "no-loss" determination under the Minnesota Wetland Conservation Act. Although a small, incidentally created wetland (0.11 acres) was identified, it was determined to have originated from past grading in historically upland soils. Therefore, its impact does not require mitigation.

TREE PRESERVATION

A tree preservation plan shall be submitted and approved by city staff prior to issuance of a grading permit. The tree preservation plan is required to meet the tree preservation Lakeville Subdivision Ordinance. Significant trees identified for preservation shall be protected and preserved through termination of all grading and construction activities.

EROSION CONTROL

The Applicant is responsible for meeting all the requirements outlined in the MPCA Construction Permit. The applicant must submit to the City a SWPPP for the site that meets all the requirements of the MPCA Construction Permit for review and approval before any land disturbance can take place.

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 applicant.

The Applicant is responsible for the establishment of native vegetation within the privately owned and maintained basins. This may include mowing, spot spraying and overseeding until the areas are established and approved by the City.

The MS4 Administration Fee has not been collected on the parent parcels and will be required to be paid with the conditional use permit, calculated as follows:

$$\begin{array}{rcl} \$654,400.00 & \times & 2\% \text{ Grading Costs} \\ \text{Mass Grading Cost} & & \text{MS4 Admin Fee} \end{array} = \$13,088.00 \quad \text{Total}$$

SECURITIES

The Applicant shall provide a Letter of Credit as security for the Applicant-installed improvements relating to North Creek Manufactured Home Park. The security will be required prior to issuance of a conditional use permit.

CONSTRUCTION COSTS

Connect Storm Drainage	20,000.00
Connect to Country View	10,000.00
Connect to Existing Sanitary Sewer	10,000.00
Connect to Existing Watermain	10,000.00
Site Grading, Erosion Control, Restoration, Stormwater Basins and Grading Certification	170,000.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 220,000.00

OTHER COSTS

Applicant's Design (3.0%)	\$ 6,600.00
Applicant's Construction Survey (2.5%)	5,500.00
City's Legal Expense (0.5%)	1,100.00
City Construction Observation (5.0%)	11,000.00
Applicant's Record Drawing (0.5%)	1,100.00
Landscaping	164,550.00
SUBTOTAL - OTHER COSTS	\$189,850.00
TOTAL PROJECT SECURITIES	\$ 409,850.00

CASH FEES

The Applicant shall submit the site and construction drawings in an electronic format. The electronic format shall be in .pdf and either a .dwg file (AutoCAD) or a .dxf format.

A cash fee for one-year of the Environmental Resources Fee shall be paid at the time of final plat approval and is calculated as follows:

130 units	x 0.25	x \$61.52 / year	= \$1,999.40
Dwelling Units North Creek MHP	Manufactured Homes Utility Factor	Environmental Resources Fee	Total

A cash fee for the preparation of addressing, property data, and City base map updating shall be paid prior to issuance of a conditional use permit and is calculated as follows:

1 lot	x \$90.00/unit	= \$90.00
Lots North Creek MHP	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee North Creek MHP

The City shall invoice the Applicant for as-built services as based on consultant hourly rates.

The Applicant shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction costs, or \$6,600.00.

CASH REQUIREMENTS	
Sanitary Sewer Availability Charge	\$42,510.00
Storm Sewer Charge	185,348.59
Environmental Resources Management Fee	1,999.40
MS4 Admin Fee	13,088.00
City Engineering Administration	6,600.00
TOTAL CASH REQUIREMENTS	\$249,545.99

RECOMMENDATION

Engineering recommends approval of the site plan, grading plan, erosion control plan, and utility plan for North Creek Manufactured Home Park, subject to the requirements and stipulations within this report.