



AGENDA CITY COUNCIL MEETING

May 19, 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: 270 967 142 637 or by calling Toll Number 1-323-433-2142; Conference ID: 244 190 036#. The mayor will allow for public comments and questions at the appropriate time.

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Lakeville Soccer Donation
 - b. ALS Awareness Month
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 04/28/2025 Work Session Meeting
 - c. Minutes of the 05/05/2025 City Council Meeting
 - d. Contract for Annual Hydrant Painting
 - e. Kenrick Corner Second Addition Development Contract and Stormwater Maintenance Agreement
 - f. Agreement with Met-Con Construction for Fine Arts Building Renovation & Improvements
 - g. Proposal from Continental Clay Company for the Purchase of a Gas Kiln
 - h. Resolutions Awarding Construction Contract and Authorizing Funding for North Creek Greenway Crossing at 170th Street
 - i. Fire Service Agreement
 - j. Antlers Ridge 2nd Addition Final Plat and Related Agreements
 - k. South Metro Safe and Vault Interim Use Permit

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- l. Confirmation of Planning Commission Chair
 - m. Extension of On-Sale Liquor License Babe's Sportsbar and Grill Pan-O-Prog Events
 - n. Accept Donation of Real Property
 - o. Brookshire 4th Addition Final Plat
7. Action Items
 - a. Public Hearing on the application for LD Designs LLC dba "Board and Brush" for a Consumption and Display Permit
 - b. Heritage Commons 9th Addition Preliminary Plat and Easement Vacation
8. Unfinished Business
9. New Business
10. Announcements
 - a. Next Work Session Meeting Tuesday, May 27, 2025
 - b. Next City Council Meeting Monday, June 2, 2025
11. Adjourn



Date: 5/19/2025

Lakeville Soccer Donation

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
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Date: 5/19/2025

Check Register Summary

Proposed Action

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

Overview

Checks	325977- 326247	\$2,123,376.45
ACH/EFT	20652- 20909	\$3,866,837.26
Total		\$5,990,213.71

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. 05.06.25CKSUM-Checks
2. 05.06.25CKSUM-ACH-EFT
3. Check Register 05.06.25 for May 19, 2025 Council Mtg - Checks
4. Check Register 05.06.25 for May 19, 2025 Council Mtg - ACH-EFT

Financial Impact: \$5,990,213.71 **Budgeted:** Yes **Source:** Various

Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Cheri Donovan, Assistant Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	371,294.62
2000 COMMUNICATIONS FUND	41.39
3116 2014B REFUNDING BONDS	133.40
3121 2022B GO TAXABLE BONDS HASSE	162.50
3125 2025A FIRST CENTER	1,875.69
3251 2021A APEX ENERGY SAVINGS	325.00
3253 2022B TAXABLE GO REF BONDS 16A	162.50
3315 2011A IMPROVE BONDS	597.40
3318 2014A IMPROVEMENT BONDS	2,030.00
3319 2015A IMPROVEMENT BONDS	1,600.80
3320 2016B IMP BONDS (15-02,16-02, 16-04)	3,050.80
3321 2017A IMPROVEMENT BONDS	2,824.60
3322 2018A IMPRV BONDS	2,285.20
3323 2019A IMPRV BONDS	2,140.20
3324 2020A IMPRV BONDS	1,902.40
3325 2022C IMPRV BONDS	2,476.60
3326 2022A IMPRV BONDS	3,335.00
3327 2024A IMPRV BONDS	815.20
3539 2021C STREET RECONSTR BONDS	5.80
3702 2016A WATER REVENUE BONDS	325.00
4000 BUILDING FUND	403,435.37
4100 EQUIPMENT FUND	216,879.48
4125 TECHNOLOGY FUND	46,735.00
4200 PARK DEDICATION FUND	207.28
4700 2022C PARK BONDS	2,650.00
4710 2023A PARK BONDS	117,455.34
4720 2024A PARK BONDS	223,376.45
5400 STORMWATER INFRASTRUCTURE FND	439.60
5500 WATER TRUNK FUND	30,445.68
5600 SANITARY SEWER TRUNK FUND	46.40
6000 IMPROVEMENT CONSTRUCTION FUND	17.40
6584 21-21 GLACIER WAY (CORDELIA)	5.80
6589 22-24 AIRLAKE 70 IMPROVEMENT	17.40
7450 ENVIRONMENTAL RESOURCES FUND	6,230.11
7575 STREET LIGHTING FUND	130,669.06
7600 WATER FUND	60,650.38
7700 SEWER FUND	7,239.37
7800 LIQUOR FUND	410,292.20
7900 MUNICIPAL RESERVES FUND	51,308.18
8000 ESCROW FUND	17,136.00
9800 PAYROLL CLEARING FUND	755.85
Report Total:	2,123,376.45

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	630,779.42
2000 COMMUNICATIONS FUND	1,518.19
4000 BUILDING FUND	136,750.01
4100 EQUIPMENT FUND	453,785.77
4125 TECHNOLOGY FUND	1,645.17
4161 ARENAS CAPITAL IMPROVEMENTS	8,956.00
4200 PARK DEDICATION FUND	105,831.17
4500 PARK IMPROVEMENT FUND	108.97
4710 2023A PARK BONDS	(6,933.57)
4720 2024A PARK BONDS	597,725.31
5200 STATE AID CONSTRUCTION FUND	251,991.87
5300 PAVEMENT MANAGEMENT FUND	24,042.88
5400 STORMWATER INFRASTRUCTURE FND	30,689.80
5500 WATER TRUNK FUND	41,945.50
5600 SANITARY SEWER TRUNK FUND	417,350.49
6589 22-24 AIRLAKE 70 IMPROVEMENT	7,334.15
6595 24-02 STREET RECONSTRUCTION	3,236.00
6597 2025 STREET PROJECTS	18,759.25
7450 ENVIRONMENTAL RESOURCES FUND	40,479.39
7600 WATER FUND	22,825.22
7700 SEWER FUND	151,422.50
7800 LIQUOR FUND	919,485.90
8000 ESCROW FUND	6,086.71
8970 LAKEVILLE ARENAS - OPERATIONS	1,021.16
Report Total:	3,866,837.26



MINUTES CITY COUNCIL WORK SESSION

April 28, 2025 - 7:00 PM

Lakeville City Hall, Marion Conference Room

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

Mayor Hellier called the meeting to order at 7:00 p.m.

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

Staff Present: Justin Miller, City Administrator; Allyn Kuennen, Assistant City Administrator; Ann Orlofsky, City Clerk; Brad Paulson, Chief of Police; Joe Masiarchin, Park and Recreation Director; Tina Goodroad, Community Development Director

2. Citizen Comments

Bob Erickson addressed the City Council about the events at the Lakeville Area Arts Center.

3. Discussion Items

a. Presentation of the 2024 Dakota County Housing Needs Assessment

At the April 28, 2025, work session, Patrick Bowen from Bowen National Research presented key findings from the countywide Housing Needs Assessment, with specific insights for Lakeville. Dakota County Commissioner Mary Liz Holberg, Commissioner Bill Droste, Community Development Director Tony Schertler, and Community Development Staff Lisa Alfson were also in attendance. The study projects continued household growth in Lakeville through 2029, particularly among adults aged 25–34 and those 65 and older. All new renter households are expected to earn \$50,000 or more, while new homeowners are projected to earn over \$100,000. Approximately 13,000 individuals commute into Lakeville for work daily, many of whom represent potential future residents if housing options were more attainable.

Lakeville's housing market is facing significant challenges in both rental and ownership segments. Over 500 households live in substandard housing, and more than 4,300 are cost burdened. Affordable rental options are extremely limited, with 0% vacancy among affordable units and rents ranging from \$1,900 to \$3,400 for non-conventional rentals. For-sale inventory is also critically low, with a 0.6% availability rate, and most homes are priced above \$400,000. These conditions contribute to substantial housing gaps: Dakota County is short an estimated 8,339 rental units and 20,113 for-sale units between 2024 and 2029, with Lakeville contributing notably to these figures.

The report recommends several strategies, including increasing development capacity, setting short- and long-term housing goals, encouraging collaboration between the County and municipalities, and supporting senior and workforce housing. Other actions

include regulatory updates, expanded outreach, and fostering public-private development partnerships. These measures aim to improve affordability, housing availability, and meet the diverse needs of current and future residents.

The City Council asked several questions related to rental properties are the management companies local or national, and if the study can clarify who is moving into rentals by age group and income level. Patrick Bowen explained that the data that was collected is not granular enough to get that detailed. The City Council asked the member from Dakota County to provide them with different ideas and incentives to help the city fill the gaps.

b. 2025-2026 City of Lakeville Hunting Map

Park and Recreation Director Joe Masiarchin explained that each year, staff reviews the current hunting map to determine whether any changes are needed to the permitted hunting zone. Staff has proposed several changes in 2025 because of the new development in the city. The changes are noted in the delineated red areas on the map that was provided to the City Council in their packet.

Additionally, staff requested updates to the hunting rules to ensure they align with the current City Ordinance.

The City Council reviewed the proposed changes to the map and the hunting rules and agreed with all suggested changes.

c. FiRST Center Membership Plan

Assistant City Administrator Allyn Kuennen and Police Chief Brad Paulson laid out the marketing plan for memberships to the FiRST Center. Staff has reviewed different membership models from several public safety training facilities throughout the metro area to ensure Lakeville's membership cost and benefits are consistent with those around us, while providing the annual income required to operate the facility.

The City Council directed staff to move forward with the marketing plan for memberships.

4. Items for Future Discussion

Council member Wolter requested a future discussion on trash hauling in the city.

5. Committee/ City Administrator Updates

Bermel: Attended the recent I-35 Solutions Alliance meeting. The group discussed upcoming construction.

Wolter: Noted that he had been appointed to the LUAC

Hellier: Announced that he and Councilmember Lee would be touring the Allina ambulance dispatch facility.

Volk: Attended the Lakeville Arenas Board of Directors meeting and stated that the Personnel Committee will meet in May.

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6. Adjourn

Motion was made by Volk, seconded by Wolter, to adjourn at 8:17 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



MINUTES CITY COUNCIL MEETING

**May 5, 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; Dave Kendall, City Attorney; Julie Stahl, Finance Director; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; Ann Orlofsky, City Clerk; Brad Paulson, Police Chief; Paul Oehme, Public Works Director; Tina Goodroad, Community Development Director; Alissa Frey, Human Resources Director

3. Citizen Comments

Catherine and Thomas Kane, 17358 Avenue, addressed the City Council. They spoke about the kids who are trespassing onto their backyard to fish in their backyards. They would like the City Council to consider posting a sign.

4. Additional agenda information

None

5. Presentations/Introductions

a. Together in Peace Proclamation

The City Council proclaimed May 17, 2025, as Together in Peace Proclamation. There will be an event on May 17th starting at Noon at Casperson Park.

b. Proclamation for Mental Health Awareness Month

The Lakeville City Council proclaimed the Month of May Mental Health Awareness Month.

c. Police Department Quarterly Report

Police Chief Brad Paulson presented the Police Department Quarterly Report.

6. Consent Agenda

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

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

a. Check Register Summary

b. Minutes of the 04/21/2025 City Council Meeting

- c. **Minutes of the 04/21/2025 City Council Special Meeting**
- d. **FiRST Center Commissioning Agent Professional Services Agreement**
- e. **Resolution Requesting the Minnesota Department of Transportation to Perform a Speed Zone Study for 185th Street from Kenwood Trail to Dodd Boulevard**
- f. **Teamsters (Parks) Standby MOU**
- g. **Resolutions Awarding Construction Contract and Authorizing Funding for 2025 Collector Roadway Rehabilitation**
- h. **Agreement with M&A Bauer Salvage for Kensington Park and Marion Fields Park Playground Removals**
- i. **Proposal with ECSI for Antlers Park Pavilion Surveillance System and Access Control**
- j. **Amend 2024 General Fund and Technology Fund Budgets**
- k. **Contract for Replacement of Carpeting at the Performing Art Center**
- l. **Resolution Accepting Lakeville Public Safety Foundation Donation to the Lakeville Police Department for a Wellness Initiative**

7. Action Items

None

8. Unfinished Business

None

9. New Business

None

10. Announcements

- a. **Next Regular City Council Meeting May19, 2025**
- b. **Next Work Session May 27, 2025**

11. Adjourn

Motion was made by Bermel, seconded by Lee, to adjourn at 6:30 p.m.

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 5/19/2025

Contract for Annual Hydrant Painting

Proposed Action

Staff recommends adoption of the following motion: Move to approve contract with B&B Commercial Coating, LLC. for repainting of hydrants

Overview

The repainting of fire hydrants is part of the City's ongoing preventative maintenance program, aimed at removing corrosion and preserving the visual appearance of hydrants throughout the community. The Utilities Division has identified 400 fire hydrants in need of repainting. The City's water distribution system includes more than 4,500 fire hydrants, all of which require regular upkeep.

To complete this work, Utilities staff solicited quotes from three contractors. Two contractors submitted proposals as follows:

- B&B Commercial Coatings, LLC – \$48,000.00
- NPL Construction Company – \$91,200.00

After reviewing the quotations, Utilities staff recommends awarding the contract to B&B Commercial Coatings, LLC based on competitive pricing and scope alignment.

Supporting Information

1. 2025 Hydrant Painting Contract
2. B&B Quote
3. NPL - Quote

Financial Impact: \$48,000 Budgeted: No Source: Water Fund Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Shane Quade, Utilities Superintendent
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**FORM OF AGREEMENT
BETWEEN CITY OF LAKEVILLE AND B&B Commercial Coating, LLC.
FOR NON-BID CONSTRUCTION CONTRACT**

THIS AGREEMENT made this 5th day of May 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and **B&B COMMERCIAL COATING, LLC.**, a Minnesota limited liability company (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. Request for Quotes Package: 2025 Hydrant Reconditioning Project, dated April 25, 2025.
- C. Contractor’s Completed Quote Form.

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

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents. Contractor shall not begin any work until the City has received the signed contract and has reviewed and approved the insurance certificates and has given the Contractor a written notice to proceed. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances. City shall not be responsible for discovering deficiencies in the accuracy of Contractor’s services.

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work in an amount of Forty-eight thousand and 00/100 dollars (**\$48,000.00**).

Additional work performed without the City’s written approval will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the Utilities Division Supervisor. All of the Contractor’s work and labor shall be subject to the inspection and approval of the Utilities Division Supervisor. If any materials or labor are rejected by the Utilities Division Supervisor as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the Utilities Division Supervisor at the Contractor’s sole cost and expense.

- B. Progress Payments; Retainage. City shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work or the Contractor shall have the options regarding retaining in accordance with Minnesota Statutes 15.71 and 15.74.
- C. Payments to Subcontractors.
 - (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.
 - (2) Form IC-134 (attached) required from general contractor. Minn. Stat. § 290.92 requires that the City of Lakeville obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.
- D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the Utilities Division Supervisor. Final completion of the Work, including final restoration and establishment of permanent cover ("Restoration"), occurs upon completion of all work under the Contract Documents as determined by the Utilities Division Supervisor.

5. COMPLETION DATE. All Work must be completed by September 26th, 2025.

6. CONTRACTOR'S REPRESENTATIONS.

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the site.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- 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 correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 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. Subcontracts:
 - (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for

the work. Subcontractors may not be changed except at the request or with the consent of the Owner.

- (2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
- (3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.
- (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

7. WORKER'S COMPENSATION. The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

8. INSURANCE. Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

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

The Contractor's insurance must be "Primary and Non-Contributory".

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

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

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

9. WARRANTY. The Contractor warrants all public utility work to be performed by it pursuant to this Agreement against poor material and faulty workmanship.

The Contractor shall be held responsible for any and all defects in workmanship and materials which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty work.

10. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

11. PERFORMANCE AND PAYMENT BONDS. Performance and Payment Bonds are not required.

12. MISCELLANEOUS.

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

- B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. 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.
- D. Data Practices/Records.
 - (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. 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.
- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, devise, 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.
- G. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

- H. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- I. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.
- J. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.
- K. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.
- L. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.
- M. Permits and Licenses; Rights-of-Way and Easements. 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.
- N. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

**OWNER:
CITY OF LAKEVILLE**

By: _____

Title: Luke M. Hellier, Mayor

Attest: _____

Title: Ann Orlofsky, City Clerk

CONTRACTOR:

By: Trent Pankratz

Its: Owner

Email for giving notices:

trent@66coat.com

QUOTE FORM

CONTRACTOR: B&B Commercial Coating, LLC

QUOTE FORM

2025 HYDRANT RECONDITIONING PROJECT

LAKEVILLE, MINNESOTA

THIS QUOTE IS SUBMITTED TO:
The City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

1.01 The undersigned contractor proposes and agrees, if this Quote is accepted, to enter into an Agreement with OWNER in the form included in the Quoting Documents to perform all Work as specified or indicated in the Quoting Documents for the prices and within the times indicated in the Quote and in accordance with the other terms and conditions of the Quoting Documents.

2.01 The Quote will remain subject to acceptance for 60 days after the opening, or for such longer period of time that Contractor may agree to in writing upon request of OWNER.

3.01 In submitting this Quote, Contractor represents, as set forth in the Agreement, that:

- A. Contractor has examined and carefully studied the Quoting Documents, the other related data identified in the Quoting Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.05 of the General Conditions,

and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions.

- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Quoting Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Quote for performance of the Work at the price(s) quoted and within the times and in accordance with the other terms and conditions of the Quoting Documents.
- 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 Quoting Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Quoting Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Quoting Documents.
- I. Contractor has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Quoting Documents, and the written resolution thereof by ENGINEER is acceptable to Contractor.
- J. The Quoting Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Quote is submitted.

4.01 Contractor further represents that:

- A. The prices in this Quote have been arrived at independently, without consultation, communication or agreement as to any matters relating to such prices with any other Contractor or with any competitor for the purpose of restricting competition.
- B. The prices in this Quote have not or will not be knowingly disclosed to any other Contractor or competitor prior to opening of the Quotes.
- C. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a Quote for the purpose of restricting competition.

4.02 Contractor understands that the law may require the Owner, or Engineer at the Owner's direction, to undertake an investigation and submit an evaluation concerning Contractor's responsiveness, responsibility, and qualifications before awarding a contract. Contractor hereby waives any and all claims, of whatever nature, against Owner, Engineer and their employees and agents, which arise out of or relate to such investigation and evaluation, and statements made as a result thereof, except for statements that can be shown by clear and convincing evidence to be intentionally false and made with actual malice. Nothing in this paragraph is intended to restrict Contractor's rights to challenge a contract pursuant to law.

5.01 Contractor will complete the Work in accordance with the Contract Documents for the following price(s):

- A. All specific cash allowances are included in the price(s) set forth below and have been computed in accordance with paragraph 13.03 of the General Conditions.

- B. Unit Prices have been computed in accordance with paragraph 13.03 of the General Conditions.
- C. Contractor acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

<u>NO.</u>	<u>ITEM</u>	<u>UNITS</u>	<u>ESTIMATED QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	PRICE PER HYDRANT	EACH	400	\$ 120.00	\$ 48000.00

5.02 Final Completion Date: No later than September 26th, 2025

6.01 Contractor agrees that the Work will be substantially completed and completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. Contractor is not required to submit a quote bond.

6.02 Contractor accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The terms used in this Quote with initial capital letters have the meanings indicated in the Instructions to Contractors, the General Conditions, and the Supplementary Conditions.

SUBMITTED on 4/25, 2025.

If Contractor Is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of General Partner)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature)

Name (typed or printed): _____

Title: _____

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Type: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature)

Name (typed or printed): _____

Type: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

Phone and Fax Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).



City of Lakeville
Positioned to Thrive

REQUEST FOR QUOTES

2025 HYDRANT RECONDITIONING PROJECT

April 25, 2025



City of Lakeville
Positioned to Thrive

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City of Lakeville
Positioned to Thrive

Request for Quotes:

April 7, 2025

2025 Hydrant Reconditioning Project

I. INTRODUCTION

The City of Lakeville is seeking quotes from qualified contractors to recondition approximately 400 fire hydrants. In general, this project consists of sandblasting and painting of each hydrant.

A. RFQ Content. This RFQ contains the following sections:

- I. Introduction
- II. Project Information
- III. Proposal

B. Addenda/Clarification. Any changes to this RFQ will be made by written addendum.

C. Contract Award. Issuance of this RFQ and receipt of proposals does not commit the City of Lakeville to award a contract. The City of Lakeville reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFQ, to negotiate with other than the selected Contractor should negotiations with the selected be terminated, to negotiate with more than one Contractor simultaneously, or to cancel all or part of this RFQ. The project shall be awarded based on low quotation per hydrant and contractor qualifications.



City of Lakeville
Positioned to Thrive

D. Contact Person. The contact for specific questions regarding information in this proposal is:

Kyle Hanson
Utilities Supervisor
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
952-985-2742
Krhanson@lakevillemn.gov

II. PROJECT INFORMATION

A. Project Location and Identified Improvements.

The City of Lakeville is interested in receiving quotes for the reconditioning of approximately 400 hydrants located within the city limits.

B. Project Scope. The objective of the project is to recondition hydrants, so rust, debris, and old paint are removed, and new coating (paint) is applied (sprayed) according to the manufacturer's specifications.

1. Contractor shall provide all tools, equipment, materials, supplies and any other operations required to complete the work within the specifications of the project.
2. Sandblast each hydrant to bare metal.
3. Coat hydrant with two-part Polyaspartic Urethane. (see attached product information sheet)

C. Project Specifications.

1. Hydrant location maps (attached)

2025 Hydrant Reconditioning Project

20195 Holyoke Avenue, Lakeville, MN 55044
952-985-4400 • 952-985-4499 fax www.lakevillemn.gov



City of Lakeville
Positioned to Thrive

2. City of Lakeville 2025 Hydrant Reconditioning Special Provisions. (attached)
3. Sherwin-Williams Product Information Sheet (attached)
4. City of Lakeville Std. Specifications, 2020. (Located on City Website)
5. EJCDC Standard General Conditions, 2018. (attached)
6. Supplementary General Conditions, 2018. (attached)

D. Project Schedule. The following is the anticipated project schedule:

Proposals Due	April 25, 2025, by 12:00pm CST
Contract Award	May 5, 2024
Final Completion	No later than September 26, 2025

III. PROPOSAL

A. Quote Submittal. All complete proposals must be submitted to:

City of Lakeville
Kyle Hanson, Utilities Supervisor
20195 Holyoke Ave
Lakeville, MN 55044
OR
Krhanson@lakevillemn.gov



City of Lakeville
Positioned to Thrive

Submit electronic copies of your proposal **no later than 12:00 p.m. CST Friday, April 25th, 2025**. Late proposals will not be considered. There is no public bid opening for this project.

Each proposal shall include at a minimum, the following:

1. Identification of the offering firm(s), including name, address and telephone number of each firm.
2. Acknowledgement of receipt of RFQ addenda, if any, and
3. Name, title, address, email address and telephone numbers of contact person during period of proposal evaluation.
4. Insurance certificate as required per contract and city specifications
5. Completed quote form (attached)

and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions.

- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Quoting Documents to be employed by Contractor, and safety precautions and programs incident thereto.
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<u>NO.</u>	<u>ITEM</u>	<u>UNITS</u>	<u>ESTIMATED QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	PRICE PER HYDRANT	EACH	400	\$ 228.00	\$ 91,200

5.02 Final Completion Date: No later than September 26th, 2025

6.01 Contractor agrees that the Work will be substantially completed and completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. Contractor is not required to submit a quote bond.

6.02 Contractor accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The terms used in this Quote with initial capital letters have the meanings indicated in the Instructions to Contractors, the General Conditions, and the Supplementary Conditions.

SUBMITTED on April 24, 2025.

If Contractor Is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of General Partner)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

A Corporation

Corporation Name: NPL Construction Co (SEAL)

State of Incorporation: Nevada

Type (General Business, Professional, Service, Limited Liability): Construction Co

By: _____
(Signature)

Name (typed or printed): Chris Enge

Title: Director of Accounting

Attest: [Signature] (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 8190 215th St W

Lakerville, MN 55044

Phone No.: 952-469-2800 Fax No.: _____

Email: cenge@gonpl.com

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Type: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature)

Name (typed or printed): _____

Type: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

Phone and Fax Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).



Date: 5/19/2025

Kenrick Corner Second Addition Development Contract and Stormwater Maintenance Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) the Development Contract for Kenrick Corner Second Addition, and 2) the Stormwater Maintenance Agreement.

Overview

The City Council approved the final plat and resolution for Kenrick Corner Second Addition on March 3, 2025. A stipulation of the resolution requires the Developer to sign a development contract and all documents pursuant to the approved development contract. The stormwater maintenance agreement is required due to the private storm sewer system to collect and convey site runoff to the public stormwater management basin. The developer-signed documents are attached.

Supporting Information

1. Signed Development Contract
2. Signed Stormwater Maintenance Agreement
3. Approved Final Plat

Financial Impact: \$0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development

Report Completed by: Kris Jenson, Planning Manager

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

KENRICK CORNER SECOND ADDITION

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **MESENBRINK CONSTRUCTION & ENGINEERING, INC.**, a Minnesota corporation (the "Developer").

1. REQUEST FOR PLAT AND SITE PLAN APPROVAL. The Developer has asked the City to approve a plat and site plan for ***KENRICK CORNER SECOND ADDITION*** (referred to in this Contract as the "plat"). The land is situated in the County of Dakota, State of Minnesota, and is legally described as:

Outlot A, Kenrick Corner, Dakota County, Minnesota, according to the recorded plat thereof.

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

3. RIGHT TO PROCEED. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been approved by the City Engineer following approval of a preliminary plat by the City Council, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the necessary insurance for the Developer and its construction contractors has been received by the City, and 4) the plat has been filed with the Dakota County Recorder or Registrar of Titles' office.

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

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

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

Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, B, C, and F the plans may be prepared, subject to the City Engineer's approval, after entering the Contract, but before commencement of any work in the plat. The City Engineer may approve minor amendments to Plan B without City Council approval. The erosion control plan may also be approved by the Dakota County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A - Plat

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

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

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

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Streets

E. Concrete Curb and Gutter

F. Street Lights

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

H. Underground Utilities

I. Setting of Iron Monuments

J. Surveying and Staking

K. Sidewalks and Trails

L. Retaining Walls

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

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

9. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such

individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 8 above.

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

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

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

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2025, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

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

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as developing a SWPPP for the site prior to construction. The permit requires that all erosion and sediment BMPs be clearly outlined in a site's SWPPP. No grading or tree removals can take place until the City has reviewed and approved the SWPPP for the site. Changes made throughout construction must be documented in the SWPPP.

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

\$22,000.00	x 2%	= \$440.00
Grading Cost	2025 Rate	MS4 Administration Fee
Kenrick Corner Second Addition		Kenrick Corner Second Addition

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

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

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

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

A National Pollution Discharge Elimination System General Stormwater Permit for construction activity shall be applied for as required from the Minnesota Pollution Control Agency. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

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

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

18. CITY ENGINEERING ADMINISTRATION, CONSTRUCTION OBSERVATION AND AS-BUILT RECORD DRAWING PREPARATION.

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

house engineering staff or consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on hourly rates estimated to be five percent (5%) of the estimated construction cost. Construction as-built record drawing preparation shall include field surveying, preparation of as-built record drawings and updating the City's GIS database and will be billed on hourly rates estimated to be one half of a percent (0.5%) of the estimated construction cost.

19. STORM SEWER. The Developer shall construct a private storm sewer system within Lot 1, Block 1, to collect and convey stormwater runoff generated from within the site to the public stormwater management basin located within Outlot B, Kenrick Corner. The Developer shall install stormwater facilities with an energy dissipator and skimmer to provide pretreatment of storm sewer from the development prior to entering the public stormwater management basin located within Outlot B, Kenrick Corner. The Developer shall enter into a stormwater maintenance agreement in a recordable form approved by the City and grant an easement to the City over the private storm sewer system.

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

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

Storm Sewer Charge Summary			
Gross Area of Kenrick Corner Second Addition		70,132 s.f.	
Total Storm Sewer Charge Area		70,132 s.f.	
70,132 s.f. Net Area Kenrick Corner Second Addition		x \$0.250/s.f. 2025 Unit Rate	= \$17,533.00 Storm Sewer Charge Kenrick Corner Second Addition

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

20. SANITARY SEWER. The Developer shall construct and extend privately owned and maintained 6-inch sanitary sewer from an existing service stub adjacent to the private roadway on the south side of the platted area.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and must be paid with the building permit application.

21. WATERMAIN. The Developer shall construct and extend a privately owned and maintained 6-inch water service from an existing service stub adjacent to the private roadway on the south side of the platted area.

The Developer shall pay a cash fee for the Lateral Watermain Charge for the front footage along Kenrick Avenue at the time of final plat approval, calculated as follows:

Lateral Watermain Charge Summary		
138 feet Total Front Foot Kenrick Avenue	x \$48.00/foot 2025 Unit Rate	= \$6,624.00 Lateral Watermain Charge Kenrick Corner Second Addition

22. SITE PLAN. The site plan proposes a 9,600 square foot, single story commercial building with parking lots on side of the building to serve each use. The lots will have access from the private drive along the south side of the parcel. There will be no direct access to the west parking lot from Kenrick Avenue.

23. UNDERGROUNDING OF OVERHEAD LINES. Existing aboveground equipment (utility lines and poles) are located along the west side of the parent parcel. The Developer shall bury the existing aboveground equipment along the frontage of Kenrick Corner final plat and Kenrick Corner Second Addition final plat, consistent with the City's Public Ways and Property Ordinance and Kenrick Corner Development Agreement. The Developer shall pay a cash escrow for undergrounding of the lines adjacent to Kenrick Corner Second Addition in conformance with City Ordinance requirements. The escrow amount of \$21,041.06 is based on a cost estimate provided by the facility owner, Dakota Electric Association, for

the work necessary to complete the undergrounding of the Kenrick Corner Second Addition plat frontage and has been prorated to reflect the front footage adjacent to Lot 1, Block 1, only.

24. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction is restricted to the Kenrick Avenue private drive entrance.

25. PARKS, TRAILS, AND SIDEWALKS. The Park Dedication requirement has not been collected on the parent parcel and shall be satisfied by the Developer through a cash contribution. The Park Dedication requirement will be collected with the final plat, calculated as follows:

Dedication Requirement Summary	
Gross Area of Kenrick Corner Second Addition	1.61 acres
Total Buildable Area	1.61 acres

1.61 acres	x \$9,477	= \$15,257.97
Buildable Area	2025 Unit Rate	Dedication Requirement
Kenrick Corner Second Addition		Kenrick Corner Second Addition

26. STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee for one-year of streetlight operating expenses at the time of final plat approval, calculated as follows:

138 feet	x \$1.13/front	= \$155.94
Total Front Foot	foot	
Kenrick Corner Second Addition	2025 Rate	Streetlight Operating Fee
		Kenrick Corner Second Addition

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

1 unit	x \$61.52/unit	x 4.20	= \$258.38
Total Units	2025 Rate	Utility Factor	Environmental Resources Fee
Kenrick Corner Second Addition			Kenrick Corner Second Addition

28. LANDSCAPING. Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a \$17,500.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of

planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection.

29. RETAINING WALLS. The Developer shall construct privately owned and maintained retaining walls. The Developer shall post a \$15,000.00 security with the final plat for construction of the retaining walls. The Developer shall enter into an encroachment agreement in a recordable form approved by the City to be recorded with the final plat for the retaining walls proposed within the City's drainage and utility easements. All modular block retaining walls constructed as part of the subdivision grading plan must meet MN/DOT requirements. A registered engineer must design any retaining wall that has a combined height greater than four feet (4'). The building official must approve the retaining wall plans and each retaining wall is subject to issuance of a separate building permit. The walls must be constructed prior to the issuance of building permits. The Developer shall own and maintain the retaining walls.

30. TREE PRESERVATION. The plan identifies a total of 67 trees onsite. As proposed, 54 trees will be saved, and 13 will be removed.

The Developer shall implement measures to protect significant trees as identified in the Tree Preservation ordinance (10-4-11), including but not limited to tree protection fencing and erosion control measures, prior to the start of tree removals or other site work and maintained throughout construction. Trees to be preserved that are damaged or removed will require replacement.

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

- A. Implementation of the recommendations listed in the December 13, 2024, and December 13, 2024, Engineering Report.
- B. The site and building shall be developed in accordance with the plans approved by the City Council.
- C. All signs shall comply with Zoning Ordinance requirements for the Freeway Corridor District. A sign permit shall be issued by the Community Development Department prior to installation of any signs.

- D. Site lighting shall not glare onto public streets and shall not exceed one-foot candle at the property line.
- E. If exterior mechanical equipment is to be placed on the site, it must be screened from view with landscaping and fencing if ground mounted or with fencing if roof mounted and over three feet in height.
- F. If trash will be kept outside of the building, a trash enclosure must be shown on the plans and in compliance with the requirements of Section 11-18-11.
- G. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$100.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: one (1) lots/outlots at \$100.00 per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.
- H. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$90.00.
- I. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.
- J. The Developer shall maintain the cross access easement recorded against the property for the private drive benefitting Lot 1, Block 1, Kenrick Corner Second Addition and Lots 1 and 2, Block 1, Kenrick Corner Addition.

32. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for \$54,900.00. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Storm Sewer Connection	\$5,000.00
B. Site Grading, Erosion Control, Restoration	<u>15,000.00</u>
CONSTRUCTION SUB-TOTAL	\$20,000.00

OTHER COSTS:

A. Developer's Design (3.0%)	\$600.00
B. Developer's Construction Survey (2.5%)	500.00
C. City Legal Expenses (Est. 0.5%)	100.00
D. City Construction Observation (Est. 5.0%)	1,000.00
E. City Record Drawings (0.5%)	100.00
F. Landscaping	17,500.00
G. Retaining Walls	15,000.00
H. Lot Corners/Iron Monuments	<u>100.00</u>
OTHER COSTS SUB-TOTAL	<u>\$34,900.00</u>
TOTAL SECURITIES:	\$54,900.00

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

(90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City's standard specifications for utility and street construction outline procedures for security reductions.

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

A. Park Dedication	\$15,257.97
B. Storm Sewer Charge	17,533.00
C. MS4 Administration Fee	440.00
D. Street Light Operating Fee	155.94
E. Environmental Resources Management Fee	258.38
F. Property Data and Asset/Infrastructure Management Fee	90.00
G. Lateral Watermain Charge	6,624.00
H. Future Burial of Overhead Utilities	21,041.06
I. City Engineering Administration (3% for letters of credit)	<u>600.00</u>
TOTAL CASH REQUIREMENTS	\$62,000.35

34. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by the City. The one year warranty period on streets shall commence after the final wear course has been installed and accepted by the City. The Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used

to pay for warranty work. The City's standard specifications for utility and street construction identify the procedures for final acceptance of streets and utilities.

35. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. Additionally, the

Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.

- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to City or MCES sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

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

37. MISCELLANEOUS.

- A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Contract.
- C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

- E. Grading, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of a permanent or temporary certificate of occupancy.
- F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of the Contract. A release of this Contract may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Contract. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

- I. Insurance. **Developer and Contractor shall provide a copy of the Development Contract to their insurance professional for verification that the certificate of insurance is in compliance with the requirements of the Development Contract.** Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

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

The following coverages shall be included:

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

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

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

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

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

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

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

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

- J. Indemnification. To the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.
- K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order

as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

- L. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it, until the City's issuance of a Certificate of Completion and Release.
- M. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.
- N. Should the Developer convey any lot or lots in the Development to a third party, the City and the owner of that lot or those lots may amend this Development Contract or other city approvals or agreements for development or use of those lots without the approval or consent of the Developer or other lot owners in the Development. Private agreements between the owners of lots within the Development for shared service or access and related matters necessary for the efficient use of the Development shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner in the Development.

38. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 7765 175th Street, Prior Lake, Minnesota 55372. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care

of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

DEVELOPER:
MESENBRINK CONSTRUCTION & ENGINEERING, INC.

BY: _____

Its

President

STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 17 day of May, 2025, by Justin Bohm the President of **MESENBRINK CONSTRUCTION & ENGINEERING, INC.**, a Minnesota corporation, on behalf of said entity.

Dawn M. Erickson
NOTARY PUBLIC



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

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

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025, by and between **MESENBRINK CONSTRUCTION & ENGINEERING, INC.**, a Minnesota corporation (the ("Owner")) and the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (the "City").

RECITALS

A. The Owner and/or affiliate of Owner is the owner of certain real property located in Dakota County, Minnesota legally described in Exhibit A attached hereto ("Property"); and

B. The Owner is proceeding to build on and develop the Property, and has requested City approval of the final plat ("Plat Approval") and site plan for the proposed development of the Kenrick Corner Second Addition plat; and

C. The final plans for **Kenrick Corner Second Addition**, hereinafter called the "Plans", submitted in support of the Plat Approval, which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Lakeville, Minnesota, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

E. The City requires that on-site stormwater management/BMP facilities ("Stormwater Facilities") as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval of the Property; and

F. As a condition of final plat approval, the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over a portion of the Property (the "Easement Area") legally described on Exhibit B attached hereto to comply with work required under the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Construction of Stormwater Improvements.** Owner shall construct the Stormwater Facilities in accordance with the plans and specifications identified in the Plans.

2. **Maintenance of Stormwater Improvements.**

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as Exhibit C. This includes all pipes, channels, and other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. **Inspection and Reporting.** The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. **City Access and Maintenance Rights.**

A. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Area for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the

Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. **Grant of Easement.** Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for access to the Stormwater Facilities over, on and across the Property and for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

6. Reimbursement of Costs. The Owner agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. **Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

8. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner:

Mesenbrink Construction & Engineering, Inc.
7765 175th Street
Prior Lake, MN 55372

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

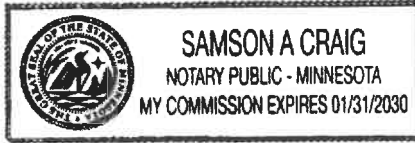
All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

9. **Successors/Covenants Run with Property.** All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

OWNER:
MESENBRINK CONSTRUCTION &
ENGINEERING INC.

By: [Signature]
JUSTIN D. BOHM [print name]
Its: PRESIDENT

STATE OF MINNESOTA)
COUNTY OF Scott)ss.



The foregoing instrument was acknowledged before me this 12th day of May, 2025, by, Justin Bohm the President of Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, on behalf of said entity.

[Signature]
Notary Public

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

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

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

The land to which this Stormwater Maintenance Agreement applies is legally described as follows:

Lot 1, Block 1, Kenrick Corner Second Addition, Dakota County, Minnesota, according to the recorded plat thereof.

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

Legal description of the Easement

A 10.00 foot wide ingress and egress easement over and across Lot 1, Block 1, KENRICK CORNER SECOND ADDITION, Dakota County, Minnesota the centerline of which is described as follows:

Commencing at the most southerly corner of said Lot 1; thence on an assumed bearing of North 5 degrees 29 minutes 44 seconds West 36.85 feet; thence North 82 degrees 52 minutes 2 seconds West 9.85 feet to the point of beginning of said centerline to be described; thence North 7 degrees 1 minute 35 seconds East, perpendicular to the last described line, 56.98 feet; thence North 77 degrees 49 minutes 36 seconds East 125.66 feet and said centerline there terminating.

EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT

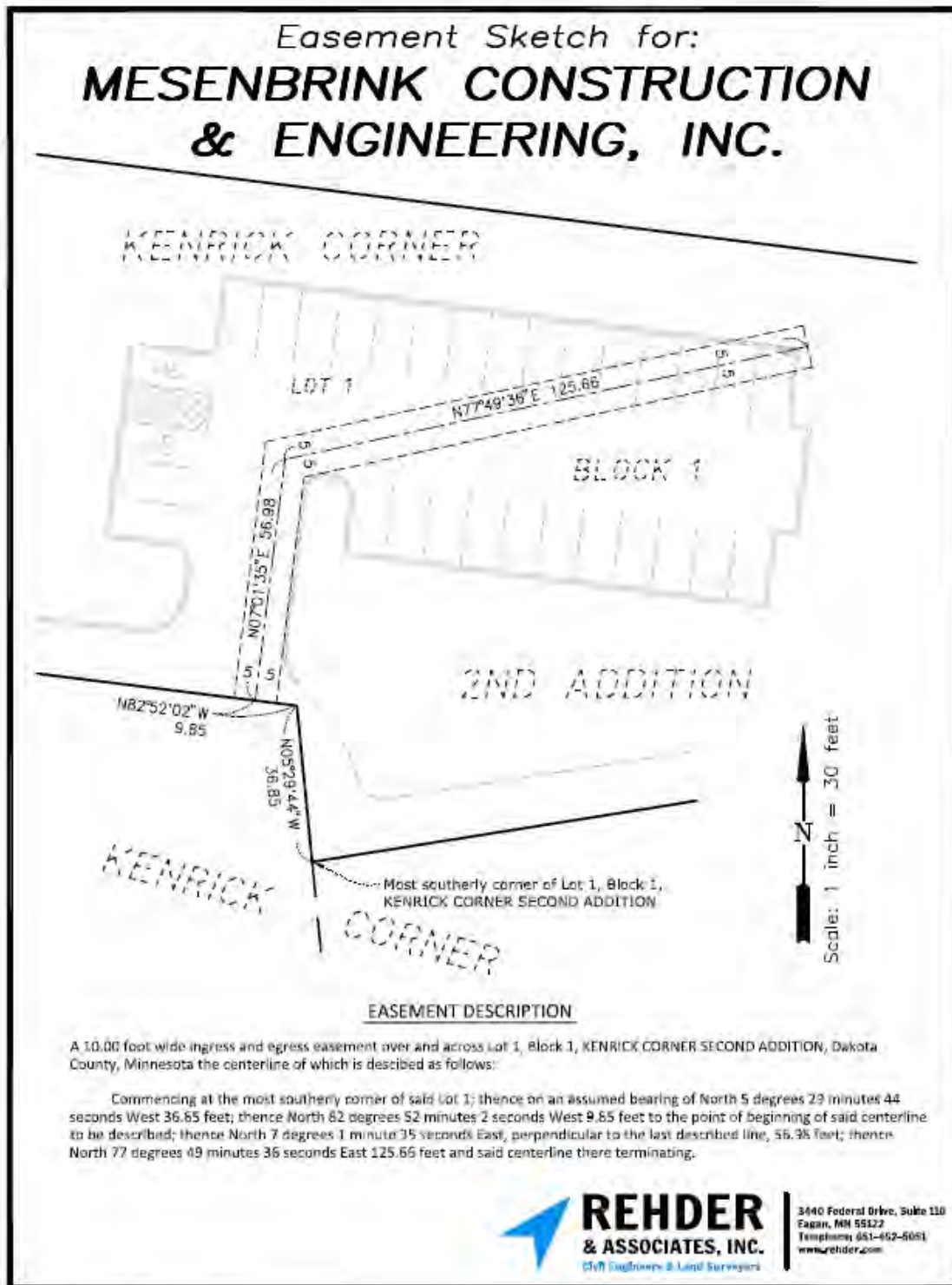


EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER
TREATMENT FACILITIES

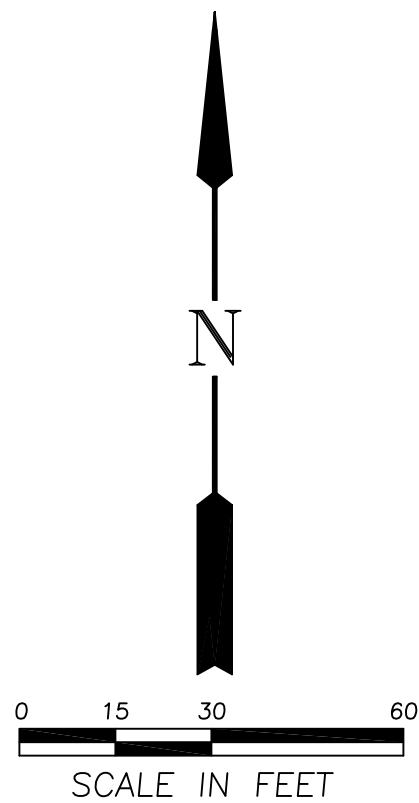
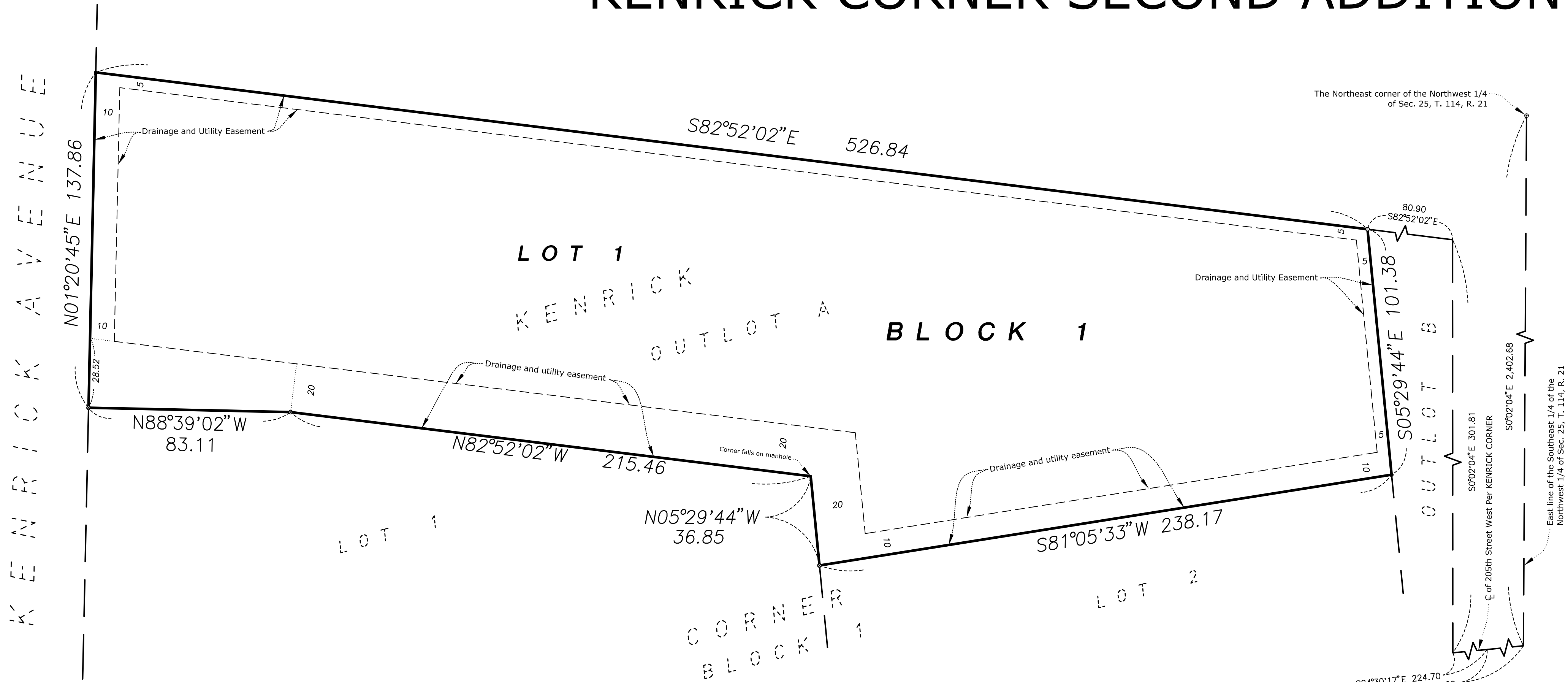
Pond Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City annually.
2. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.
3. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.
4. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.
5. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Infiltration/Rain Garden Maintenance Requirements

1. Inlet and Overflow Spillway – Remove any sediment build-up or blockage and correct any erosion.
2. Vegetation
 - a. Maintain at least 80% surface area coverage of plants approved per plan.
 - b. Removal of invasive plants and undesirable woody vegetation.
 - c. Removal of dried, dead and diseased vegetation.
 - d. Re-mulch void or disturbed/exposed areas.
3. Annual inspection and maintenance efforts must be documented and submitted to the City.

KENRICK CORNER SECOND ADDITION



Bearings are based on the North line of Outlot A, KENRICK CORNER having a bearing of S82°52'02"E.

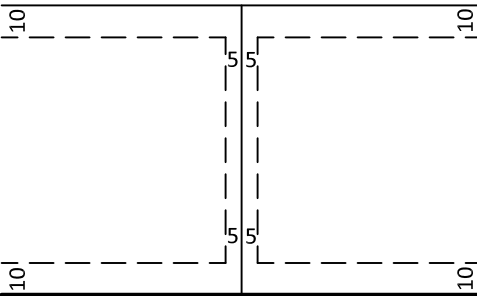
○ Denotes 1/2 inch by 14 inch iron monument set and marked by Minnesota License No. 22036.

⊗ Denotes Magnetic Nail Set

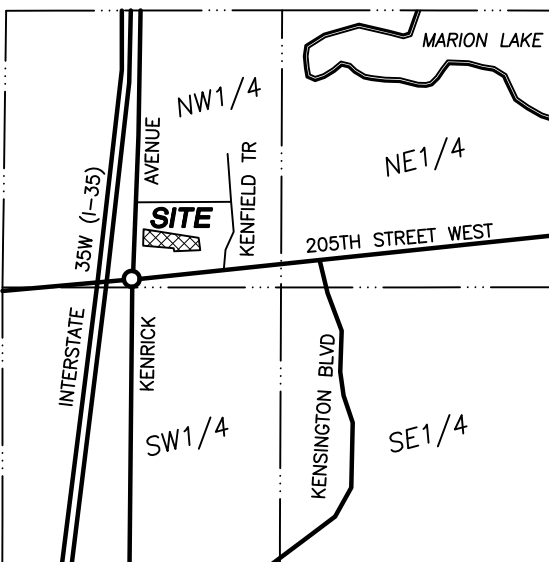
● Denotes found 1/2 inch iron pipe unless otherwise shown.

No monument symbols shown at any statute required location indicates a plat monument that will be set, and which shall be in place within one year of the recording date of the plat. Said monuments shall be 1/2 inch by 14 inch iron pipe marked by License No. 22036.

Drainage and Utility Easements are shown thus:



Being 5 feet in width and adjoining all side lot lines unless otherwise shown, and being 10 feet in width and adjoining all street lines and rear lot lines unless otherwise shown.



Vicinity Map
Section 25, Township 114, Range 21
No Scale

KNOW ALL PERSONS BY THESE PRESENTS: That Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, owners of the following described property:

Outlot A, KENRICK CORNER, according to the recorded plat thereof, Dakota County, Minnesota.

Have caused the same to be surveyed and platted as KENRICK CORNER SECOND ADDITION and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, has caused these presents to be signed by its partner this ____ day of _____, 2024.

Mesenbrink Construction & Engineering, Inc.

By _____
John E. Mesenbrink, President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 2024, by John E. Mesenbrink, President of Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, on behalf of the corporation.

Signature _____
Printed _____
Notary Public, _____ County, Minnesota
My Commission Expires _____

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

Dated this ____ day of _____, 2024.

Gary C. Huber, Licensed Land Surveyor
Minnesota License No. 22036

COUNTY OF DAKOTA
STATE OF MINNESOTA

This instrument was acknowledged before me on _____, 2024, by Gary C. Huber.

Signature _____
Printed _____
Notary Public, _____ County, Minnesota
My Commission Expires _____

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

This plat was approved by the City Council of Lakeville, Minnesota, this ____ day of _____, 2024, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By _____, Mayor By _____, Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 2024.

Todd B. Tollefson
Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the ____ day of _____, 2024, the Board of Commissioners of Dakota County, Minnesota, approved this plat of NORTH CREEK SECOND ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

Chair, County Board

County Treasurer-Auditor

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

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2024 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 2024.

Amy A. Koethe
Director Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of NORTH CREEK SECOND ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 2024 at ____ o'clock ____M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Amy A. Koethe
County Recorder



Date: 5/19/2025

Agreement with Met-Con Construction for Fine Arts Building Renovation & Improvements

Proposed Action

Staff recommends adoption of the following motion: Move to approve Agreement with Met-Con Construction for Fine Arts Building Renovation & Improvements.

Overview

With acquisition of the Fine Arts Building, programming at the Lakeville Arts Center (LAAC) has experienced significant growth over the last two year. LAAC has experienced unprecedented growth in programming over the last two years. A contributing factor to program growth has been the community's interest and involvement in ceramics classes. The Fine Arts Building as well as the acquisition of a gas kiln, funded by generous donations from MN Energy Resources and the Friends of the Lakeville Area Arts Center, are taking LAAC programming to a new level. Program offerings will diversify, and the firing process will become more efficient.

The gas kiln will have a substantial impact on programming at the LAAC, but it does require some renovation. The kiln requires a large entrance and a room with a series of specifications in order to run safely. To prepare for the arrival of the gas kiln, updates such as asbestos abatement, ventilation, flooring, and a garage door will need to be completed. Two proposals were received for the project with Met-Con Construction being the lower bid at \$91,808.00. This project was not budgeted but due to the reduced cost of other projects, there is room in the Facility CIP budget. The approval of these expenses will allow LAAC to accept the donation of the kiln, which will increase program offerings and overall revenue.

Supporting Information

1. Agreement Met-Con Construction
2. Proposal from Met-Con Construction
3. Proposal from Greystone Construction

Financial Impact: \$91,808.00 **Budgeted:** No **Source:** Facility CIP

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

Report Completed by: Nicki Pretzer, Arts Center Manager

AGREEMENT

AGREEMENT made this 19th day of May 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **MET-CON CONSTRUCTION, INC.** ("Contractor").

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

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

- A. This Agreement.
- B. Contractor Verification Form (Exhibit A)
- C. Contractor's Proposal Dated 2/03/2025 (Exhibit B)

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

2. SCOPE OF SERVICES. The Contractor shall provide the goods, services, and perform the work set forth in the Contract Documents. The Contractor agrees to construct a stoop and sidewalk with addition of a roll up entry door on the east side of the Fine Arts Building 20950 West Howland Ave, Lakeville, MN 55044 (the "Work"). Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary. This contract may be terminated by the City at any time upon discovery by the City that the Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn. Stat. § 16C.285, Subdivision 3, the Responsible Contractor statute.]

3. COMPENSATION. Contractor shall be paid by the City for the Work in accordance with the fee schedule attached in the Contractor's Proposal which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment shall be made periodically after a service has been completed and within thirty-five (35) days of receipt of an invoice.

4. **COMPLETION DATE.** The Work must be completed by October 31st 2025.

5. **PROMPT PAYMENT TO SUBCONTRACTORS.**

A. Pursuant to Minnesota Statute §471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½ %) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

B. Form IC-134 required from general contractor. Minn. Stat. § 290.92 requires that the City of Lakeville obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

6. **RIGHTS AND REMEDIES.**

A. The duties and obligations imposed by the Contract Documents, and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action, or failure to act, by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach there under, except as may be specifically agreed in writing.

7. **CONDITION/INSPECTION/REMEDY.**

A. Services shall be subject to inspection by the City.

B. Defective work shall be removed and replaced, or satisfactorily repaired.

8. **CHANGES TO WORK.** Without invalidating the Contract, the City may, at any time, or from time to time, order additions, deletions or revisions in the work provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in the

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

9. UNAUTHORIZED WORK. Additional work performed without authorization of an amendment of this Contract will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

10. DOCUMENTS. The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Contractor in conjunction with this contract.

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

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

13. CONTRACTOR'S REPRESENTATIONS.

A. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

B. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

C. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

E. Subcontracts:

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

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

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

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

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

15. INSURANCE. Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Professional Liability

\$1,000,000 with a deductible maximum of \$125,000.

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

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

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

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

- (i) Taken out by the Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota,
- (ii) Shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.
- (iii) Shall name Contractor as an insured party and City as an additional insured with respect to General Liability, Auto Liability, and umbrella policies on a primary and non-contributory basis,
- (iv) Shall be in accordance with specifications approved by the insurance advisory for City, and
- (v) Shall be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the City. Certificates of Insurance that do not meet these requirements will not be accepted.

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

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

payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

17. SUBCONTRACTORS. Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

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

19. 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.

20. 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.

21. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

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

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

subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

25. TERMINATION. This Agreement may be terminated by City on two (2) days' written notice delivered to Contractor at the address on file with the City. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

Dated: May 19th, 2025

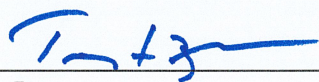
CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND: _____
Ann Orlofsky, City Clerk

Dated: May 19th, 2025

MET-CON CONSTRUCTION, INC.

BY:  _____
Its CFO

INITIAL CONTRACTOR VERIFICATION OF COMPLIANCE

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

My company meets each of the minimum criteria in subclauses (1) – (6) of Minn. Stat. § 16C.285, subd. 3, the Responsible Contractor statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a “responsible contractor” as defined in Minn. Stat. § 16C.285, subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, ineligible to be awarded a construction project and may result in termination of a contract awarded to the undersigned. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

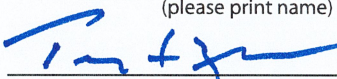
I have attached a list of all of my company’s first-tier subcontractors that it intends to retain for work on the project.

Date: May 7, 2025

Contractor:

Met-Con Construction, Inc.

By Troy F. Zabinski
(please print name)

Signature 
(please sign name)

Its CFO

Jamar Roofing

Proposal



FARIBAULT DIVISION
15760 Acorn Trail, P.O. Box 427
Faribault, Minnesota 55021
P:507 332-2266 F:507 332-8742

PROPOSAL SUBMITTED TO City Of Lakeville - Tom Breeggeman		DATE 02/03/25	
STREET 20950 Howland Ave W		PHONE	FAX
CITY, STATE AND ZIP CODE Lakeville, MN 55044		JOB NAME Kiln Project	
ARCHITECT	DATE OF PLANS	JOB LOCATION	JOB PHONE

- We hereby submit specifications and estimates for:
We are pleased to quote the following:
- * Create opening in masonry wall for HM double doors
 - Install steel lintel and full height jamb reinforcing
 - * Provide and install jamb flashing around new opening
 - * Excavate for new stoop
 - * Pour new stoop footing
 - * Lay up stoop CMU foundation wall
 - * Form and pour stoop pad (10' x 6')
 - * Furnish and install new HM double doors with one door being active
 - * Form and pour 15' x 50 x4" driveway
 - * Disconnect, remove/return to owner (2) existing troffers
 - * Demo ACT ceiling
 - * Relocate existing smoke detector to bar joist
 - * Provide and install (2) 8' LED strip fixtures (mounted to bar joist
 - * Provide and install (1) 20 amp 120 volt circuit to new exhaust
 - * Install (1) reverse acting thermostat provided by B&G to control exhaust fan
 - * Provide and install (1) override switch for exhaust fan
 - * Provide and install (1) circuit to 20 amp 120 volt circuit for Kiln
 - * Create (2) roof penetrations for new PRV and vent pipe
 - * Prove and install (1) 600cfm PRV with roof curb
 - * Provide and install (1) 16" x 16" aluminum wall louver and motorized damper w/actuator
 - * Provide and install (1) room temp/humidity controller
 - * Run gas piping from boiler room to new Kiln
 - * Provide and install vent pipe through roof for new Kiln

ALT - Provide and Install manual coiling door vs HM door ADD \$1,000

- Clarifications/Exclusions:
- * Includes roof repairs for (2) penetrations
 - * Includes engineering needed for permitting
 - * Excludes builder risk
 - * Excludes special inspections

We Propose to furnish material and labor—complete in accordance with above specifications, for the sum of:
Ninety one thousand eight hundred eight-----NO/100 91,808.00
dollars (\$_____)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Parker Beaupre
Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____
Signature _____

Proposal



FARIBAULT DIVISION
15760 Acorn Trail, P.O. Box 427
Faribault, Minnesota 55021
P:507 332-2266 F:507 332-8742

PROPOSAL SUBMITTED TO City Of Lakeville - Tom Breeggeman		DATE 02/03/25	
STREET 20950 Howland Ave W		PHONE	FAX
CITY, STATE AND ZIP CODE Lakeville, MN 55044		JOB NAME Kiln Project	
ARCHITECT	DATE OF PLANS	JOB LOCATION	JOB PHONE

We hereby submit specifications and estimates for:
We are pleased to quote the following:

- * Create opening in masonry wall for HM double doors
 - Install steel lintel and full height jamb reinforcing
- * Provide and install jamb flashing around new opening
- * Excavate for new stoop
- * Pour new stoop footing
- * Lay up stoop CMU foundation wall
- * Form and pour stoop pad (10' x 6')
- * Furnish and install new HM double doors with one door being active
- * Form and pour 15' x 50 x4" driveway
- * Disconnect, remove/return to owner (2) existing troffers
- * Demo ACT ceiling
- * Relocate existing smoke detector to bar joist
- * Provide and install (2) 8' LED strip fixtures (mounted to bar joist)
- * Provide and install (1) 20 amp 120 volt circuit to new exhaust
- * Install (1) reverse acting thermostat provided by B&G to control exhaust fan
- * Provide and install (1) override switch for exhaust fan
- * Provide and install (1) circuit to 20 amp 120 volt circuit for Kiln
- * Create (2) roof penetrations for new PRV and vent pipe
- * Provide and install (1) 600cfm PRV with roof curb
- * Provide and install (1) 16" x 16" aluminum wall louver and motorized damper w/actuator
- * Provide and install (1) room temp/humidity controller
- * Run gas piping from boiler room to new Kiln
- * Provide and install vent pipe through roof for new Kiln

ALT - Provide and Install manual coiling door vs HM door ADD \$1,000

Clarifications/Exclusions:

- * Includes roof repairs for (2) penetrations
- * Includes engineering needed for permitting
- * Excludes builder risk
- * Excludes special inspections

We Propose to furnish material and labor—complete in accordance with above specifications, for the sum of:

Ninety one thousand eight hundred eight-----NO/100 91,808.00

Payment to be made as follows:

dollars (\$ _____)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Parker Beaupre

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

Signature _____



Proposal

Prepared for Tom Breeggemann

Lakeville Learning Center Door and Concrete

Lakeville, MN

4.25.25

Scope of Work – Option 2 – **BASE BID**

(Stoop and Sidewalk)

Base Bid

\$104,875

- Demo
 - Sawcut Window and Door Opening
 - Door RO to be 6'-4 1/2" x 7'-2 1/2"
 - Proper shoring to support joists.
 - Chip Out Block and Brick.
 - Prep for proper tooth in for block and brick.
 - Temp Openings
 - Provide proper temp opening on exterior.
- Concrete
 - Footing
 - Approx. 15 LF.
 - 2'-0" width x 2'-0" depth.
 - (2) #5 rebar continuously.
 - #4 rebar dowels at 1'-0" OC.
 - Poured Wall
 - Approx. 22 LF.
 - 1'-4" width x 3'-0" depth.
 - #4 rebar at 1'-0" OC each way.

Your Vision. Our Team. Great Projects.

2995 Winners Circle Drive #200, Shakopee, MN 55379 | 952-496-2227 | GreystoneConstruction.com

- Stoop
 - Stoop to be 10'-0" x 6'-0".
 - Approx. 4" thick with thickened edges.
 - #4 rebar and dowels single mat at 1'-0" OC.
- Sidewalk
 - Sidewalk figured to be 50'-0" x 15'-0".
 - Approx. 4" thick throughout.
 - #4 rebar single mat at 2'-0" OC.
- Masonry
 - Tooth 8" masonry block into existing.
 - Finished face on RO.
 - Type S grey mortar mix.
 - Tooth 4" brick into existing.
 - Finished face on RO.
 - Use existing material.
 - Type S grey mortar mix.
- Metals
 - Provide proper lintel or angle over opening.
 - Sizes to be determined in structural drawings.
 - Provide metal flashing.
 - Within jambs for opening.
- Electrical
 - Demo all receptacles fixtures on exterior wall and ceiling.
 - Install 20A 120V and controls for HVAC equipment as well as (3) LED strip lights.
- HVAC
 - Demo of existing lay-in diffusers – install of owner supplied vent through the roof.
 - Furnish and install gas piping, (1) combustion air intake and (1) 300 CFM exhaust (12.5 air changes per hour) fan.
- ACT
 - ACT 2x2 Ceiling – Allowance of **\$1,500.**
 - Install new if decide differently.
- Paint and Base
 - Painting portion - Allowance of **\$3,000.**
 - Install 4" vinyl base and install "white" paint on interior block and black on ceiling.
- Earthwork
 - Excavate stoop footings.
 - Approx. 5'-0" depth
 - Backfill footing and poured wall.
 - Use excavated material for backfill.
 - 1'-6" lifts and compaction
 - Final Grade
 - Tune up site with excavated black material - excludes seed / sod.

Scope of Work

(Man Door Alternate to Base Bid)

Base Bid

\$9,450

- Man Door
 - Installation of man door.
 - Door to be 6' x 7' HM door.
 - Hardware
 - Closure
 - Panic Bar
 - Key lock and unlock.

Scope of Work

(Overhead Door Alternate to Base Bid)

Base Bid

\$4,200

- Overhead Door
 - Installation of overhead door.
 - Insulated overhead door to be 6' x 6'.
 - Does not include opener – this will be manual.
- I am not sure this is going to be the right application for this project, we are going to have to go with an overhead garage door and I don't know if we have the room for all the track and such inside.
 - This is just the price for the door not the price to move everything for the track to be installed.

Allowance of \$3,000 for Permit Included in Pricing.

Allowance of \$5,500 for Structural Engineering Included in Pricing.

Private and Public Locates Included in Pricing.



Exclusions *(unless noted in scope above)*

- Design and Code Compliance
- Engineering/Architectural Design
- Permits
- Utility/Private Locates
- Signage
- Unforeseen Below Grade Conditions
- Emergency Responder Communication Enhancement System
- Hazardous Materials
- Material Testing
- Special Inspections
- Winter Conditions
- Temp Enclosures
- Electrical
- Fire Suppression
- Mechanical/HVAC
- Plumbing
- Irrigation
- Security Equipment
- Landscaping
- Seed/Sod

Clarifications

- Work to be performed between Monday and Friday during regular hours
- No overtime or weekend work included
- This proposal may be withdrawn by Greystone if not accepted within 30 days
- Upon acceptance of this proposal, all notations as stated above shall be incorporated as part of the contract documents unless otherwise noted
- The attached Terms of Agreement are part of this Proposal

Proposal Prepared By



A handwritten signature in black ink, appearing to read 'Landon Karst', with a long horizontal line extending to the right.

Landon Karst, Project Manager
Greystone Construction | Facility Solutions Division

Email: lkarst@greystoneconstruction.com
Office: 952-278-1147 | Mobile: 952-270-8686

Terms of Agreement

1. **The Work.** Contractor agrees to perform, and Owner agrees to accept, the work described per the attached Proposal.
2. **Contract Price.** Owner agrees to pay to Contractor for the Work in the sum identified in the attached Proposal.
3. **Payment Terms.** Invoice upon Completion, Due Net 30 Days, No Retainage. At Contractor's option, monthly progress invoices for projects exceeding 45 days or that require vendor down payment(s), Due Net 30 Days, No Retainage. Payment due but unpaid shall bear interest at the legal rate.
4. **Insurance.** Contractor shall secure and maintain insurance policies and limits per the attached sample insurance certificate. Owner shall secure, name contractor as additional insured, and maintain policies of property (builder's risk) and general liability insurance which include coverage for the Work. The parties waive all rights against each other and any of their agents and employees for damages caused by the other to the extent such damages are covered by any of the insurance policies required herein. Prior to the commencement of the Work, each party shall deliver to the other certificates of insurance evidencing the existence of the required insurance.
5. **Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
6. **Covenant/Completion of the Work.** Contractor shall complete the Work per the schedule outlines. If the progress of the Work is delayed by inclement weather, delays in delivery of materials, acts of God or other casualties or causes beyond Contractor's control, then the time to commence and/or complete the Work herein shall be extended accordingly along with applicable damages, if any.
7. **Indemnification.** Contractor, shall indemnify and hold harmless the Owner, its agents and employees, from and against any claims, damages, losses and expenses, arising out of or resulting from the performance of the Work, but only to the extent caused solely by the negligent acts or omissions of Contractor, its subcontractors, anyone directly or indirectly employed by Contractor. Owner agrees to indemnify and hold harmless the Contractor and Design Consultants, and all Subcontractors and Subsubcontractors of Contractor, harmless from all claims for bodily injury, property damage to the extent that such claims are caused by a negligent act or omission of the Owner, its subcontractors, anyone directly or indirectly employed by the Owner and arise from the Owner's operations under this Agreement.
8. **Warranty.** The Contractor warrants to the Owner that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that all Work will be of good quality, free from improper workmanship, and defective materials, and in conformance with the Drawings and Specifications. The Contractor agrees to correct all Work performed by it under this Agreement which proves to be defective in material and workmanship within a period of one year from the Date of Substantial Completion. The giving of the warranty in this Section shall not be construed to limit or modify any other legal rights or remedies of the Owner, but shall be in addition to such rights and remedies.
9. **Permits.** Party responsible to obtain and pay for the building permit and any other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work will be per the attached Proposal.
10. **Condition of Site.** Owner shall provide Contractor with information regarding the condition of the site prior to commencement of construction, including surveys, soils reports and information regarding underground utilities, tanks or other buried equipment or obstructions. Contractor shall not be responsible for damage to known or not known private underground utilities, tanks or other buried equipment or obstructions not clearly disclosed to Contractor prior to commencement of the Work.
11. **Existing Conditions.** When bound by existing conditions for any work consisting of "replacement in kind" the contractor endeavors to achieve such results with commercially available materials, but does not guarantee exact replication nor warrant that the replacement will meet current codes.

12. **Environmental Hazards.** Owner is responsible to notify contractor of any known environmental hazards. Owner is responsible for damages and delays for abatement of any known or unknown environmental hazards uncovered during construction.
13. **Use of Site.** Owner shall provide Contractor with open access to the site for purposes of performing the Work.
14. **Clean Up.** Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
15. **Governing Law.** These Terms of Agreement shall be governed by the laws of the place where this project is located.
16. **Notice of Lien Rights.**
 Pursuant to Minn. Stat. § 514.011, if construction on non-commercial building or commercial building of 5000 square feet or less Contractor provides the following notice to Owner:

 (A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

 (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.
17. **Entire Agreement.** Terms of Agreement, together with the Proposal constitute the entire Agreement between the Contractor and the Owner with respect to the Work. The Agreement may be amended or modified only in writing and signed by both of the parties. Acceptance of unmodified Agreement is triggered upon the earliest of the following: 1) issuance of an owner PO; 2) notice to proceed; 3) start of the Work.

Terms agreed to by:

OWNER

By _____
 Title _____
 Date _____

CONTRACTOR

Greystone Construction Company

By _____
 Title _____
 Date _____



Date: 5/19/2025

Proposal from Continental Clay Company for the Purchase of a Gas Kiln

Proposed Action

Staff recommends adoption of the following motion: Move to approve Proposal from Continental Clay Company for the Purchase of a Gas Kiln.

Overview

Lakeville Area Arts Center (LAAC) has experienced unprecedented growth in programming over the last two years. This was made possible through the acquisition of the Fine Arts Building. A major drive of program growth has come from the community's interest and involvement in ceramics classes. The Fine Arts Building has made space for the program to evolve and expand; the addition of a gas kiln takes programming to an entirely new level. Currently all students use four electric kilns. These kilns run nearly 24 hours per day, seven days a week to keep up with the volume of work. The gas kiln will allow for an increased number of firings each week and improve overall efficiency. Additionally, this purchase will allow us to better serve the community and increase revenue opportunities for LAAC.

Two quotes for the purchase of the gas kiln were received with Continental Clay Company providing the lower bid of \$28,925.00. The Friends of the Lakeville Area Arts Center (FLAAC) secured a \$10,000 donation from MN Energy Resources for the purchase of the gas kiln and the FLAAC will cover the remaining purchase cost of \$18,925.00. Staff appreciates the hard work, ongoing support and generosity of the FLAAC.

Supporting Information

1. Continental Clay Company Quote
2. Bailey Pottery Equipment Corp. & Ceramic Supply Quote

Financial Impact: \$28,925.00 Budgeted: No Source: Donations: Friends of the Lakeville Area Arts Center and MN Energy Resources Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Nicki Pretzer, Arts Center Manager
--



CONTINENTAL CLAY COMPANY
 1101 STINSON BOULEVARD NE
 MINNEAPOLIS, MN 55413-8701
 PHONE: 612-331-9332
 FAX: 612-331-8564
 TOLL-FREE: 1-800-432-CLAY

QUOTE

Quote Document No	QTE000014399
Quote Date	8/14/2023
Payment Terms	NET 030 DAYS
Quote Given By	
Page:	1

Bill To: CITYO022 P
 PH1 (952) 985-4400 Ext. 9529
 PH2 (000) 000-4640 Ext. 0000
 FAX (952) 985-4499 Ext. 0000

Ship To: C01
 PH1 (952) 985-4646 Ext. CTR.
 PH2 (952) 449-1446 Ext. CELL
 FAX (952) 985-4649 Ext. 0000

CITY OF LAKEVILLE
 ATTN: ACCOUNTS PAYABLE
 20195 HOLYOKE AVENUE
 LAKEVILLE MN 55044

LAKEVILLE AREA ARTS CENTER
 HELENA L HEINZ - 20965 HOLYOKE AVE
 LAKEVILLE MN 55044

Purchase Order No.		Shipping Method		Reg Ship Date	Master No.
PO MW CITYT01		SPEE-DEE GROUND		0/0/0000	1,374,459
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1.00000	*	GEIL DBL-8 BRICK LINED WITH DD-1 CONTROLLER	EA	20,271.00000	\$20,271.00
1.00000	*	STANDARD VENT PACKAGE FOR DBL-8	EA	\$4,689.00000	\$4,689.00
1.00000	*	GEIL HOLLOW CORE FURN KIT	EA	\$640.00000	\$640.00
1.00000	*	CRATING CHARGE	EA	\$975.00000	\$975.00
		TOTAL INCLUDES CRATING FOR KILN, VENT AND FURN			

P
 FREIGHT AT RIGHT IS BEST ESTIMATE - PLEASE NOTE-
 DUE TO FLUCUATING FUEL COSTS, THIS COST MAY
 CHANGE.

0.00	TOTAL EXT WT
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Subtotal	\$26,575.00
Fuel Surcharge	\$0.00
Freight	\$2,350.00
Tax	\$0.00
Total	\$28,925.00

*Fuel Surcharge is based on variable market rate

**BAILEY POTTERY EQUIPMENT CORP.
AND
CERAMIC SUPPLY**



**Po Box 1577
62-68 Tenbroeck Ave
Kingston, NY 12402
(84) 5) -339-3721**

Quote

Order Number: 0550904
Order Date: 8/11/2023

Salesperson: SS1
Customer Number: 00-0053069

Sold To:	Ship To:
----------	----------

LAKEVILLE AREA ART CENTER
20195 HOLYOKE AVE
LAKEVILLE, MN 55044 USA

LAKEVILLE AREA ART CENTER
20195 HOLYOKE AVE
LAKEVILLE, MN 55044 USA

Confirm To: (952) 485-4640
slarson@lakevillemn.gov

Customer P.O.	Ship VIA	F.O.B.	Terms
	ABF PREPAID	ORIGIN	PPD

Item Number	Unit	Ordered	Back Order	Discount % Applied	Price	Amount	Drop Ship
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PRICES GOOD FOR 30 DAYS

REFERENCE NO. 550904 ON ALL CORRESPONDENCE THANK YOU
PLEASE SPECIFY: NATURAL GAS OR PROPANE

M-404-208	EACH	1.000	0.000	0.00	18,900.000	18,900.00	N
STUDIO 18/12 DELUXE FL							
M-404-090	EACH	1.000	0.000	0.00	2,400.000	2,400.00	N
HIGH LIMIT #1							
THIS KILN HAS THE INTERTEK LABORATORIES GAS SAFETY CERTIFICATION AND LABEL.							
M-404-300A	EACH	1.000	0.000	0.00	0.000	0.00	N
AIR MANIFOLD SYSTEM STUDIO							
404-325-4	EACH	1.000	0.000	0.00	79.000	79.00	N
3/4 MAXITROL GAS REGULATOR							
USED TO LIMIT INTAKE GAS PRESSURE TO 14" WC							
C-150-001K	EACH	1.000	0.000	0.00	1,287.000	1,287.00	N
200MM AOS OXY PROBE FINISHED							
C-180-004	EACH	1.000	0.000	0.00	45.000	45.00	N
STAINLESS MOUNTING BRACKET							
404-RES-18/12	EACH	0.000	0.000	0.00	2,150.000	0.00	N
COMBO. HOOD FOR 18/12							
COMBINATION COMBUSTION AND FUME HOOD							
M-404-075	EACH	1.000	0.000	0.00	288.000	288.00	N
BURNER PORT HOODS							
M-404-076	EACH	1.000	0.000	0.00	125.000	125.00	N
SPY PORT HOODS							

Continued

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Item Number	Unit	Ordered	Back Order	Discount % Applied	Price	Amount	Drop Ship
F-18/12-OX STUDIO 18/12 OXIDE BONDED FK	EACH	1.000	0.000	0.00	990.000	990.00	N
C-167-122412 12 x 24 x 1/2" Ox Bonded SiC	EACH	8.000	0.000	0.00	COMPONENT		N
C-170-2-2S 2" X 2" SQUARE POST	EACH	6.000	0.000	0.00	COMPONENT		N
C-170-25 3/4x12x24 HIGH ALUMINA SHELF	EACH	2.000	0.000	0.00	COMPONENT		N
C-170-4-2S 4" X 2" SQUARE POST	EACH	6.000	0.000	0.00	COMPONENT		N
C-170-6-2S 6" X 2" SQUARE POST	EACH	6.000	0.000	0.00	COMPONENT		N
C-170-7-2S 7" X 2" SQUARE POST	EACH	6.000	0.000	0.00	COMPONENT		N
C-170-8-2S 8" X 2" SQUARE POST	EACH	6.000	0.000	0.00	COMPONENT		N
C-190-001 8" S.S. RAIN CAP: NEED 190-058	EACH	1.000	0.000	0.00	125.000	125.00	N
C-190-058 8" STAINLESS CAP COLLAR W/SCRE	EACH	1.000	0.000	0.00	56.000	56.00	N
C-190-003 8x36 LONG INSULATED PIPE	EACH	1.000	0.000	0.00	340.000	340.00	N
C-190-004 8x18 LONG INSULATED PIPE	EACH	1.000	0.000	0.00	150.550	150.55	N

Continued

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	ABF PREPAID	ORIGIN	PPD

Item Number	Unit	Ordered	Back Order	Discount % Applied	Price	Amount	Drop Ship
C-190-090 8 X 48" LONG INSULATED PIPE	EACH	4.000	0.000	0.00	395.000	1,580.00	N
C-190-025 8" INSULATED "T"	EACH	2.000	0.000	0.00	339.350	678.70	N
C-190-024 8" WALL SUPPORT KIT	EACH	1.000	0.000	0.00	113.800	113.80	N
C-190-022 8" WALL BAND	EACH	4.000	0.000	0.00	40.000	160.00	N
*C-190-023 FIRE STOP WALL SPACER	EACH	1.000	0.000	0.00	70.000	70.00	N
CONSULT WITH BAILEY BEFORE VENTING THIS GAS KILN! DO NOT VENT THIS KILN WITHOUT CONSULTATION!!!!							
/PACK PACKING/CRATING		1.000	0.000	0.00	600.000	600.00	N

***PLEASE READ THE FOLLOWING IMPORTANT RECEIVING INFORMATION:**

ALL DAMAGES MUST BE NOTED ON CARRIERS RECEIVING SLIP & INITIALED BY THE DRIVER BEFORE HE LEAVES.

CLAIMS WILL NOT BE HONORED BY THE FREIGHT CARRIER OR BAILEY POTTERY UNLESS PROPER NOTATION IS MADE.

NOTIFY BOTH THE FREIGHT TERMINAL & BAILEY POTTERY IMMEDIATELY IF THERE IS ANY DAMAGE TO YOUR SHIPMENT. TAKE PICTURES OF THE DAMAGE & RETAIN ALL PACKING MATERIALS UNTIL YOUR CLAIM IS SETTLED.

RECIPIENT IS RESPONSIBLE FOR COORDINATING THE RECEIPT DATE WITH THE FREIGHT CARRIER.

BAILEY POTTERY EQUIPMENT IS NOT RESPONSIBLE FOR FREIGHT CARRIERS WHO DO NOT ARRIVE AS PROMISED.

THE FREIGHT CHARGE BELOW IS AN ESTIMATE FOR A "COMMERCIAL TAILGATE DELIVERY" ONLY.

Continued

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Item Number	Unit	Ordered	Back Order	Discount % Applied	Price	Amount	Drop Ship
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THE TRUCK DRIVER DOES NOT ASSIST IN ANY WAY WITH UNLOADING AND PLACEMENT OF THE FREIGHT.

RECIPIENT IS SOLELY RESPONSIBLE FOR OFF-LOADING, PLACEMENT, UNCRATING & INSTALLATION.

A FORK LIFT WILL BE REQUIRED TO OFF LOAD THIS SHIPMENT: CONTACT OUR OFFICE FOR DETAILS.

2200 LBS. CLASS 110 Gas firing kiln #123840 REF. # L96PNV2233

FREIGHT CHARGES ARE ESTIMATED, DIFFERENCE IS INVOICED OR REFUNDED

Net Order:	27,988.05
Less Discount:	0.00
Freight:	2,430.00
Sales Tax:	0.00
Order Total	30,418.05

Deposit Authorization



Date: 5/19/2025

Resolutions Awarding Construction Contract and Authorizing Funding for North Creek Greenway Crossing at 170th Street

Proposed Action

Staff recommends adoption of the following motion: Move to approve 1) resolution awarding construction contract to Blackstone Contractors, LLC; and 2) funding for SRF supplemental agreement amendment for professional services; and 3) funding for lighting with Dakota Electric Association; and 4) resolution authorizing funding and 2025 budget amendments and transfers for the North Creek Greenway Crossing at 170th Street, City Project 25-15.

Overview

The City's adopted 2025-2029 Capital Improvement Plan programs the construction of an improved crossing of 170th Street for the North Creek Greenway in 2025. Improvements include construction of curb extensions/bump-outs into 170th Street with pedestrian signage and pavement striping at a mid-block crossing about 250 feet east of the Embers Avenue intersection. The City and Dakota County are partnering on the project to enhance pedestrian safety by providing a protected area and shorter crossing distance for pedestrians, and increasing pedestrian visibility to oncoming traffic.

On Tuesday, May 6, 2025, the City received five bids for City Project 25-15, ranging from a low bid of \$277,566.12 submitted by Blackstone Contractors to a high bid of \$324,522.18. The engineer's construction cost estimate was \$312,208.40.

The City Council approved a supplemental agreement (SA) for engineering on January 6, 2025. The original SA was based on a project scope developed using the best available data along the corridor and results from previous projects of similar scope. The SA amendment reflects changes to the project scope that were identified during final design, specifically additional engineering services for wetland permitting and storm sewer design, that added value to the overall project. SRF's SA amendment identifies the scope of services and cost required to provide the added work and is subject to the Master Agreement for Professional Engineering Services between the City and SRF approved by the City Council on September 20, 2021. Dakota Electric's letter identifies the scope of services and estimated cost to provide roadway and trail lighting for the project.

The City and County will share project responsibilities and costs consistent with adopted Dakota County 2040 Transportation Plan Cost Share policies and as established in the project's Joint Powers Agreement. The City is the lead agency; therefore, the total estimated project cost of \$416,572 is reflected in this memo.

Supporting Information

1. 2025.05.19 Resolution_Award of Contract
2. 2025.05.06 Bid Tabulation
3. 2025.05.19 Agreement
4. 2025.04.02 SRF_SA Amendment
5. 2025.05.01 DEA_Lighting
6. 2025.05.19 Resolution_Funding Authorization
7. 2025.05.19 Project Financing

Financial Impact: \$416,572 Budgeted: Yes Source: Multiple Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Jon Nelson, Assistant City Engineer
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**CITY OF LAKEVILLE
RESOLUTION NO. 25-**

**Resolution Awarding Construction Contract for
North Creek Greenway Crossing at 170th Street
City Project 25-15**

WHEREAS, the City of Lakeville received sealed bids on Tuesday, May 6, 2025, at 10:30 a.m. for the construction of an improved crossing of 170th Street for the North Creek Greenway, City Project 25-15; and

WHEREAS, the lowest responsible bid was from Blackstone Contractors, LLC.

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

Hereby awards the contract to the lowest responsible bidder that meets all the bid requirements, Blackstone Contractors, LLC., with a bid in the amount of \$277,566.12. The construction is proposed to be completed as specified in the contract documents.

ADOPTED by the Lakeville City Council this 19th day of May 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

					Engineers Estimate		Blackstone Contractors, LLC		Sunram Construction, Inc.		UrbanEdge Solutions & Supply LLC		Pember Companies, Inc		McNamara Contracting Inc		
Line	Number	Description	Unit	Quantity	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	
	1	2021.501	MOBILIZATION	LUMP SUM	1	\$25,000.00	\$25,000.00	\$22,231.72	\$22,231.72	\$19,800.25	\$19,800.25	\$22,500.00	\$22,500.00	\$35,900.00	\$35,900.00	\$15,000.00	\$15,000.00
	2	2102.503	PAVEMENT MARKING REMOVAL	LIN FT	640	\$1.00	\$640.00	\$1.73	\$1,107.20	\$1.10	\$704.00	\$1.15	\$736.00	\$1.05	\$672.00	\$1.00	\$640.00
	3	2102.518	PAVEMENT MARKING REMOVAL	SQ FT	102	\$3.20	\$326.40	\$4.03	\$411.06	\$5.00	\$510.00	\$5.15	\$525.30	\$4.75	\$484.50	\$4.50	\$459.00
	4	2104.502	REMOVE PIPE APRON	EACH	4	\$250.00	\$1,000.00	\$345.56	\$1,382.24	\$600.00	\$2,400.00	\$300.00	\$1,200.00	\$310.00	\$1,240.00	\$400.00	\$1,600.00
	5	2104.502	REMOVE SIGN	EACH	4	\$55.00	\$220.00	\$172.51	\$690.04	\$30.00	\$120.00	\$29.00	\$116.00	\$26.50	\$106.00	\$26.00	\$104.00
	6	2104.502	REMOVE LIGHT FOUNDATION	EACH	2	\$400.00	\$800.00	\$345.56	\$691.12	\$2,325.00	\$4,650.00	\$415.00	\$830.00	\$380.00	\$760.00	\$500.00	\$1,000.00
	7	2104.502	SALVAGE ENERGY ABSORBING TERMINAL	EACH	2	\$500.00	\$1,000.00	\$629.73	\$1,259.46	\$685.00	\$1,370.00	\$1,150.00	\$2,300.00	\$765.00	\$1,530.00	\$150.00	\$300.00
	8	2104.502	SALVAGE SIGN	EACH	2	\$55.00	\$110.00	\$172.51	\$345.02	\$30.00	\$60.00	\$29.00	\$58.00	\$26.50	\$53.00	\$26.00	\$52.00
	9	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	770	\$3.50	\$2,695.00	\$2.01	\$1,547.70	\$2.60	\$2,002.00	\$2.00	\$1,540.00	\$3.45	\$2,656.50	\$1.00	\$770.00
	10	2104.503	REMOVE PIPE CULVERTS	LIN FT	30	\$25.00	\$750.00	\$29.75	\$892.50	\$35.00	\$1,050.00	\$35.00	\$1,050.00	\$20.00	\$600.00	\$25.00	\$750.00
	11	2104.503	SALVAGE GUARDRAIL	LIN FT	190	\$12.00	\$2,280.00	\$4.61	\$875.90	\$11.00	\$2,090.00	\$11.50	\$2,185.00	\$11.75	\$2,232.50	\$8.00	\$1,520.00
	12	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	860	\$5.00	\$4,300.00	\$10.94	\$9,408.40	\$4.00	\$3,440.00	\$7.00	\$6,020.00	\$7.65	\$6,579.00	\$9.00	\$7,740.00
	13	2104.518	REMOVE SIDEWALK	SQ FT	120	\$3.00	\$360.00	\$2.38	\$285.60	\$3.00	\$360.00	\$5.00	\$600.00	\$1.60	\$192.00	\$4.00	\$480.00
	14	2104.518	REMOVE BITUMINOUS WALK	SQ FT	6,930	\$1.50	\$10,395.00	\$0.99	\$6,860.70	\$0.35	\$2,425.50	\$1.55	\$10,741.50	\$0.75	\$5,197.50	\$0.50	\$3,465.00
	15	2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	1	\$500.00	\$500.00	\$3,000.77	\$3,000.77	\$4,200.00	\$4,200.00	\$4,500.00	\$4,500.00	\$1,250.00	\$1,250.00	\$1,200.00	\$1,200.00
	16	2104.602	SALVAGE SIGN SPECIAL	EACH	1	\$400.00	\$400.00	\$172.51	\$172.51	\$30.00	\$30.00	\$29.00	\$29.00	\$26.50	\$26.50	\$26.00	\$26.00
	17	2106.507	EXCAVATION - COMMON	CU YD	655	\$25.00	\$16,375.00	\$23.24	\$15,222.20	\$26.00	\$17,030.00	\$6.00	\$3,930.00	\$43.50	\$28,492.50	\$25.00	\$16,375.00
	18	2106.507	EXCAVATION - SUBGRADE	CU YD	320	\$25.00	\$8,000.00	\$19.79	\$6,332.80	\$26.00	\$8,320.00	\$23.50	\$7,520.00	\$43.50	\$13,920.00	\$25.00	\$8,000.00
	19	2106.507	SELECT GRANULAR EMBANKMENT MOD 10% (CV)	CU YD	320	\$30.00	\$9,600.00	\$32.27	\$10,326.40	\$63.00	\$20,160.00	\$31.00	\$9,920.00	\$39.25	\$12,560.00	\$25.00	\$8,000.00
	20	2106.507	COMMON EMBANKMENT (CV)	CU YD	265	\$25.00	\$6,625.00	\$24.29	\$6,436.85	\$24.00	\$6,360.00	\$5.50	\$1,457.50	\$32.50	\$8,612.50	\$25.00	\$6,625.00
	21	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	10	\$150.00	\$1,500.00	\$300.12	\$3,001.20	\$150.00	\$1,500.00	\$200.00	\$2,000.00	\$170.00	\$1,700.00	\$250.00	\$2,500.00
	22	2130.523	WATER	M GALLON	10	\$100.00	\$1,000.00	\$300.12	\$3,001.20	\$100.00	\$1,000.00	\$55.00	\$550.00	\$90.00	\$900.00	\$75.00	\$750.00
	23	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	85	\$50.00	\$4,250.00	\$44.56	\$3,787.60	\$125.00	\$10,625.00	\$48.50	\$4,122.50	\$84.00	\$7,140.00	\$200.00	\$17,000.00
	24	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	40	\$200.00	\$8,000.00	\$201.73	\$8,069.20	\$204.00	\$8,160.00	\$277.00	\$11,080.00	\$265.15	\$10,606.00	\$400.00	\$16,000.00
	25	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	45	\$200.00	\$9,000.00	\$205.25	\$9,236.25	\$195.00	\$8,775.00	\$275.00	\$12,375.00	\$373.00	\$16,785.00	\$400.00	\$18,000.00
	26	2501.502	12" RC PIPE APRON	EACH	1	\$1,125.00	\$1,125.00	\$2,257.62	\$2,257.62	\$1,515.00	\$1,515.00	\$1,950.00	\$1,950.00	\$1,275.00	\$1,275.00	\$1,275.00	\$1,275.00
	27	2501.502	15" RC PIPE APRON	EACH	1	\$1,200.00	\$1,200.00	\$2,222.20	\$2,222.20	\$1,350.00	\$1,350.00	\$2,000.00	\$2,000.00	\$1,335.00	\$1,335.00	\$1,500.00	\$1,500.00
	28	2501.602	CLEAN PIPE CULVERT	EACH	1	\$800.00	\$800.00	\$1,958.78	\$1,958.78	\$2,500.00	\$2,500.00	\$1,250.00	\$1,250.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
	29	2501.602	TRASH GUARD FOR 12" PIPE APRON	EACH	1	\$800.00	\$800.00	\$1,124.88	\$1,124.88	\$1,340.00	\$1,340.00	\$595.00	\$595.00	\$635.00	\$635.00	\$600.00	\$600.00
	30	2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	1	\$850.00	\$850.00	\$1,907.62	\$1,907.62	\$1,425.00	\$1,425.00	\$670.00	\$670.00	\$780.00	\$780.00	\$700.00	\$700.00
	31	2503.503	12" RC PIPE SEWER DES 3006 CL V	LIN FT	64	\$115.00	\$7,360.00	\$42.05	\$2,691.20	\$103.00	\$6,592.00	\$65.00	\$4,160.00	\$85.00	\$5,440.00	\$98.00	\$6,272.00
	32	2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	211	\$120.00	\$25,320.00	\$43.18	\$9,110.98	\$86.00	\$18,146.00	\$71.00	\$14,981.00	\$93.00	\$19,623.00	\$110.00	\$23,210.00
	33	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	3	\$1,000.00	\$3,000.00	\$565.41	\$1,696.23	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$870.00	\$2,610.00	\$1,275.00	\$3,825.00
	34	2506.502	CASTING ASSEMBLY	EACH	5	\$1,000.00	\$5,000.00	\$1,070.90	\$5,354.50	\$1,200.00	\$6,000.00	\$1,095.00	\$5,475.00	\$930.00	\$4,650.00	\$1,700.00	\$8,500.00
	35	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	4.9	\$1,075.00	\$5,267.50	\$1,333.62	\$6,534.74	\$1,050.00	\$5,145.00	\$1,100.00	\$5,390.00	\$1,130.00	\$5,537.00	\$1,000.00	\$4,900.00
	36	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	8.8	\$1,075.00	\$9,460.00	\$810.56	\$7,132.93	\$1,100.00	\$9,680.00	\$915.00	\$8,052.00	\$655.00	\$5,764.00	\$900.00	\$7,920.00
	37	2506.602	CHIMNEY SEAL	EACH	3	\$150.00	\$450.00	\$519.76	\$1,559.28	\$400.00	\$1,200.00	\$370.00	\$1,110.00	\$315.00	\$945.00	\$250.00	\$750.00
	38	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	1	\$2,500.00	\$2,500.00	\$1,521.36	\$1,521.36	\$2,750.00	\$2,750.00	\$3,200.00	\$3,200.00	\$2,120.00	\$2,120.00	\$2,575.00	\$2,575.00
	39	2521.518	6" CONCRETE WALK	SQ FT	295	\$20.00	\$5,900.00	\$17.77	\$5,242.15	\$16.25	\$4,793.75	\$17.75	\$5,236.25	\$10.50	\$3,097.50	\$19.50	\$5,752.50
	40	2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	470	\$30.00	\$14,100.00	\$43.24	\$20,322.80	\$40.00	\$18,800.00	\$43.25	\$20,327.50	\$40.75	\$19,152.50	\$25.70	\$12,079.00
	41	2531.618	TRUNCATED DOMES	SQ FT	40	\$50.00	\$2,000.00	\$92.00	\$3,680.00	\$85.00	\$3,400.00	\$92.00	\$3,680.00	\$65.70	\$2,628.00	\$50.00	\$2,000.00
	42	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$20,000.00	\$20,000.00	\$4,025.17	\$4,025.17	\$4,500.00	\$4,500.00	\$3,200.00	\$3,200.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	43	2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	1	\$1,000.00	\$1,000.00	\$1,725.07	\$1,725.07	\$1,200.00	\$1,200.00	\$115.00	\$115.00	\$980.00	\$980.00	\$100.00	\$100.00
	44	2564.602	INSTALL SIGN	EACH	2	\$500.00	\$1,000.00	\$402.52	\$805.04	\$265.00	\$530.00	\$287.00	\$574.00	\$265.00	\$530.00	\$250.00	\$500.00
	45	2564.602	INSTALL SIGN SPECIAL	EACH	1	\$500.00	\$500.00	\$517.52	\$517.52	\$265.00	\$265.00	\$287.00	\$287.00	\$265.00	\$265.00	\$250.00	\$250.00
	46	2564.602	DELINEATOR / MARKER SIGN	EACH	4	\$500.00	\$2,000.00	\$862.54	\$3,450.16	\$315.00	\$1,260.00	\$345.00	\$1,380.00	\$320.00	\$1,280.00	\$315.00	\$1,260.00
	47	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM SPECIAL	SYSTEM	1	\$31,000.00	\$31,000.00	\$45,554.78	\$45,554.78	\$29,000.00	\$29,000.00	\$33,000.00	\$33,000.00	\$31,000.00	\$31,000.00	\$31,000.00	\$31,000.00
	48	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$1,000.00	\$1,000.00	\$74.11	\$74.11	\$1,200.00	\$1,200.00	\$1,250.00	\$1,250.00	\$900.00	\$900.00	\$600.00	\$600.00

49	2573.502	STORM DRAIN INLET PROTECTION	EACH	2	\$150.00	\$300.00	\$620.29	\$1,240.58	\$150.00	\$300.00	\$150.00	\$300.00	\$130.00	\$260.00	\$168.00	\$336.00
50	2573.502	CULVERT END CONTROLS	EACH	2	\$150.00	\$300.00	\$248.12	\$496.24	\$350.00	\$700.00	\$400.00	\$800.00	\$95.00	\$190.00	\$500.00	\$1,000.00
51	2573.503	SILT FENCE, TYPE MS	LIN FT	890	\$2.00	\$1,780.00	\$2.96	\$2,634.40	\$2.50	\$2,225.00	\$2.60	\$2,314.00	\$3.05	\$2,714.50	\$3.00	\$2,670.00
52	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	1,180	\$3.00	\$3,540.00	\$3.34	\$3,941.20	\$4.50	\$5,310.00	\$4.00	\$4,720.00	\$3.30	\$3,894.00	\$3.50	\$4,130.00
53	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	370	\$20.00	\$7,400.00	\$3.34	\$1,235.80	\$2.00	\$740.00	\$2.60	\$962.00	\$3.30	\$1,221.00	\$17.00	\$6,290.00
54	2575.523	WATER	M GALLON	15	\$50.00	\$750.00	\$75.68	\$1,135.20	\$53.00	\$795.00	\$55.00	\$825.00	\$115.00	\$1,725.00	\$170.00	\$2,550.00
55	2575.523	RAPID STABILIZATION METHOD 3	M GALLON	5	\$750.00	\$3,750.00	\$849.80	\$4,249.00	\$525.00	\$2,625.00	\$900.00	\$4,500.00	\$850.00	\$4,250.00	\$675.00	\$3,375.00
56	2575.604	PERMANENT TURF ESTABLISHMENT	SQ YD	2,115	\$10.00	\$21,150.00	\$2.84	\$6,006.60	\$2.10	\$4,441.50	\$18.50	\$39,127.50	\$3.25	\$6,873.75	\$15.00	\$31,725.00
57	2575.604	PERMANENT TURF ESTABLISHMENT (WETLANDS)	SQ YD	370	\$10.00	\$3,700.00	\$3.72	\$1,376.40	\$2.00	\$740.00	\$26.50	\$9,805.00	\$4.00	\$1,480.00	\$17.50	\$6,475.00
58	2575.604	TEMPORARY STABILIZATION	SQ YD	2,130	\$1.50	\$3,195.00	\$0.62	\$1,320.60	\$1.25	\$2,662.50	\$2.30	\$4,899.00	\$1.25	\$2,662.50	\$2.00	\$4,260.00
59	2582.503	6" SOLID LINE MULTI COMP	LIN FT	945	\$4.00	\$3,780.00	\$2.07	\$1,956.15	\$2.00	\$1,890.00	\$2.10	\$1,984.50	\$1.90	\$1,795.50	\$1.89	\$1,786.05
60	2582.503	6" DOTTED LINE MULTI COMP	LIN FT	160	\$5.00	\$800.00	\$2.53	\$404.80	\$2.40	\$384.00	\$2.50	\$400.00	\$2.35	\$376.00	\$2.31	\$369.60
61	2582.503	4" DBLE SOLID LINE MULTI COMP	LIN FT	490	\$5.00	\$2,450.00	\$2.76	\$1,352.40	\$2.50	\$1,225.00	\$2.75	\$1,347.50	\$2.60	\$1,274.00	\$2.52	\$1,234.80
62	2582.518	PAVT MSSG PREF TAPE	SQ FT	15.45	\$10.00	\$154.50	\$32.20	\$497.49	\$30.00	\$463.50	\$32.00	\$494.40	\$29.75	\$459.64	\$29.40	\$454.23
63	2582.518	CROSSWALK PREF THERMO GR IN	SQ FT	150	\$16.00	\$2,400.00	\$17.83	\$2,674.50	\$17.00	\$2,550.00	\$17.80	\$2,670.00	\$16.45	\$2,467.50	\$16.28	\$2,442.00
						\$312,208.40		\$277,566.12		\$281,285.00		\$305,417.45		\$313,585.89		\$324,522.18

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Lakeville ("Owner") and
Blackstone Contractors, LLC ("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: North Creek Greenway 170th Street Crossing Improvements Project, City Project No. 25-15.

ARTICLE 2 – THE PROJECT

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

Construction of curb extensions and installation of a pedestrian flasher system to provide for a safer crossing of the North Creek Greenway Project on 170th Street between Embers Avenue and Eastwood Avenue.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by SRF Consulting Group, Inc.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before **August 1, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include the work as described in Section S-24 of the Division S Special Provisions.
- B. The Work will be final completed on or before **August 29, 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 wear course paving and open the roadway to traffic consistent with completion dates outlined in the General Conditions.

3. Failure to provide temporary stabilization and appropriate erosion/sediment control.
4. Liquidated damages will be cumulative, and shall be collected for each portion of the project under construction in which the specified parameters have not been met.

ARTICLE 5 – CONTRACT PRICE

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

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

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) \$ 277,566.12.

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 ids 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 1 to 2, inclusive).
 3. Payment bond (pages 1 to 2, inclusive).
 4. ~~Other bonds.~~
 - a. ~~Maintenance bond (pages x to x, inclusive).~~
 5. General Conditions (pages 1 to 19, inclusive).
 6. Supplementary Conditions (pages 1 to 14, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of 42 sheets with each sheet bearing the following general title: 170TH ST PEDESTRIAN CROSSING IMPROVEMENTS, dated April 8, 2025.
 9. Addenda (numbers NA to NA, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to , inclusive).
 - b. Non-Collusion Affidavit
 - c. Responsible Contractor Verification and Certification Form
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 *Indemnity*

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

10.07 *Other Provisions*

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

10.08 *Software License.*

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

10.09 *Patented devices, materials and processes.*

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

10.10 *Assignment.*

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

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

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

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

This Agreement will be effective on May 19, 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:

Blackstone Contractors, LLC

By: _____

By: Bruce Karvonen

Title: _____

Title: Bruce Karvonen, Vice President

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

Attest: _____

Attest: Jennifer Holmes

Title: _____

Title: Jennifer Holmes, Office Manager/Notary

Address for giving notices:

Address for giving notices:

9520 County Road 19 Suite D

Loretto, MN 55357

License No.: IR690911

(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.)



18748.00

April 2, 2025

Jon Nelson
Assistant City Engineer
20195 Holyoke Avenue
Lakeville, MN 55044

Subject: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)

Dear Jon Nelson:

We respectfully request a contract amendment to provide additional professional services for the North Creek Greenway Trail Pedestrian Crossing at 170th Street. The current contract value is \$88,409.00, and we are requesting an additional \$17,860.00 to cover the additional design and plan preparation for the preferred alternative.

Below is a detailed breakdown of the additional services that are not included in the original scope of work, which are now part of Amendment #1:

Additional Work Summary:

- **Wetland Permitting (\$9,680):**
The initial project did not anticipate any wetland impacts. However, additional coordination, wetland investigation, and permitting were required to accommodate the preferred alternative. This modification has significantly improved the overall safety of the design and assisted with coordinating broader wetland efforts for the crossing and trail maintenance projects.
- **Storm Sewer Design (\$12,780):**
Stormwater design was not included in the original scope. The preferred alternative required additional design to enhance the safety of the crossing using curb extensions, which involved installing curbs that affected the existing drainage. The roadway cross-section at this location is very flat which also complicated the overall drainage changes and infrastructure. This work included determining the appropriate methods for water collection: inlet locations, pipe profiles, and outlets.
- **Street Lighting (\$4,600 credit):**
While the initial project included lighting design, SRF will not complete the lighting design or plans due to management and coordination of such improvements by Dakota Electric. As a result, we are applying a credit of \$4,600 to the total amendment request.

Expenses:

No additional expenses have been incurred beyond the original budget or the prior amendments.

Budget Summary:

We request a contract amendment of \$17,860.00, encompassing the additional work listed above and the original scope. This would revise the overall contract budget to \$106,259.00, increasing from the previous contract amount of \$88,409.00.

Thank you for your consideration of this request. Please feel free to reach out if you have any questions or need further clarification on the proposed changes. We look forward to your approval and continuing our work on this important project.

Acceptance

We appreciate your consideration of the contract request and look forward to continuing to work with you on this project. It is a pleasure completing this important work with the City of Lakeville. Please contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Patrick Corkle, PE (MN,WI,NE)
Project Director



Chris Brown, AICP, PTP
Project Manager

Approved: City Administrator

(Signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this amendment.

SRF Consulting Group, Inc.

Client: City of Lakeville

Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)

Amendment #1

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TOTALS	EST. FEE
9.0	Final Design									
	Assumptions:									
	Client Deliverables:									
9.6	90% and Final Plans - Lighting Design at the Crossing (two light pole)	-	(8)	-	-	(20)	-	-	(28)	-\$4,600.00
9.7A	Wetland Permitting	-	4	-	12	-	40	12	68	\$9,680.00
9.8A	Storm Sewer Design - 30%, 90% and Final Plans, Specification and Estimate.	2	12	4	-	-	16	60	94	\$12,780.00
	SRF Deliverables:									
	Wetland Permitting and Storm Sewer Design and PS&E									
	SUBTOTAL - TASK 9	2	8	4	12	(20)	56	72	134	\$17,860.00
	TOTAL ESTIMATED PERSON-HOURS	2	8	4	12	(20)	56	72	134	
	AVERAGE HOURLY PAYROLL RATE	\$270	\$200	\$195	\$175	\$150	\$135	\$115		
	ESTIMATED LABOR	\$540	\$1,600	\$780	\$2,100	-\$3,000	\$7,560	\$8,280		\$17,860.00
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES									\$0.00
									SUBTOTAL: (SRF Labor and Expenses)	\$17,860.00
									SUBCONSUL	\$0.00
	TOTAL ESTIMATED FEE (SRF and Subconsultants combined)									\$17,860.00



4300 220th Street West
Farmington, MN 55024
651-463-6212 • 1-800-874-3409
Fax: 651-463-6256
www.dakotaelectric.com

A Locally Owned, Nonprofit Electric Utility

May 1, 2025

Jonathan Nelson
City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044

Re: 170th st Crossing lighting

Jonathan,

As you requested, Dakota Electric Association has put together the estimated costs to remove two 18' Fiberglass poles with HPS coach lights and install two 35' Fiberglass poles with LED Cobra lights.

Dakota Electric Association estimates the cost to relocate the requested streetlight \$9,924.00 and is subject to change pending construction requirements. Below is included in the estimate:

2 – 30' Fiberglass pole with Cobra LED fixture
Wire, Trench, and Labor

Please feel free to contact me with any questions or concerns.

Sincerely,

Kennon Petersen
Project Designer
Dakota Electric Association
4300 220th St. West
Farmington MN 55024
(651)463-6272
kpetersen@dakotaelectric.com

**CITY OF LAKEVILLE
RESOLUTION NO. 25-**

**Resolution Authorizing Funding and 2025 Budget Amendments and Transfers
For North Creek Greenway Crossing at 170th Street
City Project 25-15**

WHEREAS, the North Creek Greenway Crossing at 170th Street, City Project 25-15, is programmed in the adopted Lakeville 5-year Capital Improvement Plan (2025-2029).

WHEREAS, construction materials testing and staking are being completed with City Project 25-01 (2025 Miscellaneous Roadway Repairs), and design, permitting, and construction is being completed via a standalone contract with City Project 25-15.

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

The estimated project cost for the standalone contract and related indirect costs is \$416,572 and anticipated funding sources are listed below (does not include any costs to be completed through City Project 25-01). City staff is hereby authorized to amend the 2025 budgets (if needed as the project is completed) and make the appropriate transfers between funds with respect to the project funding sources up to 10% above the estimated costs. Funding transfers may include loans between funds to cover engineering and other costs incurred on the project in advance of receiving other funding.

<u>Funding Sources</u>	<u>Total</u>
Dakota County Funding	\$ 354,086
Trail Improvement Fund	62,486
Total	<u>\$ 416,572</u>

ADOPTED by the Lakeville City Council this 19th day of May 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

City of Lakeville

Project 25-15

<u>Project Cost</u>	<u>Total</u>	
Contract- Blackstone Contracting	\$ 277,566	
Contingency (8% of contract)	22,205	
Indirect costs	116,800	28.0%
Total	\$ 416,572	

<u>Cost Type</u>	<u>Amount</u>
Construction Contract	\$ 277,566
Engineering/design/survey costs	106,269
Contingency (8% of contract)	22,205
Other costs	10,531
	\$ 416,572

-

<u>Funding Sources</u>	<u>Total</u>	<u>% of Total</u>
Dakota County Funding	\$ 354,086	85.0%
Trail Improvement Fund	62,486	15.0%
Total	\$ 416,572	<u>100.0%</u>

-



Date: 5/19/2025

Fire Service Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve Fire Fighting Service Agreement between the City of Lakeville and Capital City Regional Firefighter Association.

Overview

The purpose of this agreement between the Capital City Firefighters Association, a member of the Minnesota Fire Chiefs Association, is to ensure the availability of equipment, personnel, and other resources for any participating city or fire department that requests assistance. Under this agreement, signatory departments commit to supporting one another during significant incidents—such as civil unrest or major storm events—by providing aid when needed. Furthermore, the agreement stipulates that mutual support will be extended for up to 12 hours before any consideration of billing occurs.

Supporting Information

1. Fire Service Agreement

Financial Impact: \$0.00 Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Michael Meyer, Fire Chief

Capital City Regional Firefighters' Association

Reciprocal Fire Service Agreement

THIS CAPITAL CITY REGIONAL FIREFIGHTER'S ASSOCIATION RECIPROCAL FIRE SERVICES AGREEMENT ("Agreement") is made this ___ day of _____, 2025, by and between the members of the Capital City Regional Firefighter's Association ("Association") who have executed this Agreement and the City of **City name** ("**City name**"), hereafter collectively referred to as the "Parties" for mutual assistance in firefighting services.

WHEREAS, the said governmental units desire to make available to each other their respective fire-fighting equipment and personnel in the case of emergencies, and each of said municipalities has legal authority to send its firefighting equipment and personnel into other communities.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and subject to all applicable statutes, rules and regulations, the Parties agree as follows:

1. It is agreed that the Fire Department of the City of **City name** shall provide mutual aid to any of the Fire Departments listed as members of the Association and who have executed an Agreement in this form. This Agreement shall be in effect when approved by the governing body and signed by the appropriate persons for the governmental unit. A list of all members of the Association signing this Agreement shall be furnished to each member of the Association. A list of current Association members is attached as Appendix A to this Agreement as "Capital City Regional Firefighters' Association Region 1 Members".
2. Any Fire Department of a governmental unit wishing to withdraw its membership from the Agreement, may do so by notifying every member department in writing at least thirty (30) days prior to termination of its membership in the Association.

Purpose:

The intent of this agreement is to make equipment, personnel, and other resources available to each Party who has signed this Agreement upon its request to the other Parties who have signed the Agreement. It is the intent of the parties that this Agreement does not constitute a joint powers agreement under Minnesota law.

Definitions:

1. "Association" means all municipalities and independent nonprofit firefighting corporations that are members of the Region 1 Minnesota State Fire Department Association.
2. "Party" or "Parties" means one or more local government units or non-profit firefighting corporations that is a member of the Association who has signed this Agreement to provide assistance to other Parties.
3. "Requesting Official" means the person designated by a Party who is responsible for requesting assistance from other Parties.
4. "Requesting Party" means a Party that requests assistance from other Parties, normally the fire department of the jurisdiction in which an incident requiring assistance occurs.
5. "Responding Official" means the person designated by the Party who is responsible to determine whether and to what extent that Party should provide assistance to a Requesting Party.

6. "Responding Party" means a Party that provides assistance to a Requesting Party.

Authorization:

Each of the Parties participating in this Agreement hereby authorize their respective Fire Departments to respond to and receive mutual aid services pursuant to the terms of this Agreement and to otherwise take such actions as are needed to provide and receive assistance as provided herein.

Procedure:

1. Request for Assistance. Whenever, in the opinion of the Requesting Official, there is a need for assistance from other Parties, the Requesting Official may call upon the Responding Official of any other Party to furnish assistance.
2. Response to Request. Upon the request for assistance from the Requesting Party, the Responding Official may authorize and direct its personnel to provide assistance to the Requesting Party. Whether the Responding Party provides assistance and, if so, to what extent shall be determined by the Responding Official.
3. Recall of Assistance. The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. Command of Scene. The Requesting Party or their designee shall be in command of the emergency scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party or their designee until the Responding Official withdraws assistance. In the event an emergency occurs in or crosses the boundaries of more than one jurisdiction, a joint command of the affected jurisdictions should be established.

Charges to the Requesting Party:

1. Subject to the terms below, the Requesting Party agrees to compensate the Responding Party as outlined in this Agreement. The charges incurred by the Requesting Party will include the actual costs of salaries, overtime, materials, supplies, and other necessary expenses. Equipment cost will be at the rates specified in Appendix B.
2. A Responding Party shall not charge for assistance provided to the Requesting Party of this Agreement for the first twelve (12) hours of such assistance. If assistance provided under this Agreement continues for more than twelve (12) hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial twelve-hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the party providing assistance for that amount. Such compensation is not contingent upon the availability of federal or state government funds.
3. Invoice to the Requesting Party. Within ninety (90) days of the return to the home work station of all labor and equipment of the Responding Party, the Responding Party shall submit to the Requesting Party an invoice of all charges for assistance provided under this agreement as described in paragraph 2 above. Payment of any undisputed amount shall be paid to Responding party within 30 days.

Discretionary Assistance:

1. Providing assistance is entirely at the discretion of the Responding Party. The agreement to provide assistance is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon

receiving state or federal funds.

2. It is the express understanding of the Parties that the first priority of the Responding Party's fire department personnel is to provide fire protection within its respective jurisdiction. It is understood that the assistance contemplated in this Agreement shall be provided only if the fire department personnel requested to provide assistance can provide such assistance without jeopardizing the fire protection services within its respective jurisdiction.
3. This Agreement is intended to authorize requests for assistance only in emergency or other specifically requested situations. Nothing in this Agreement shall be construed as authorizing request for assistance for routine activities.

Workers' Compensation:

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

Damage to Equipment:

Each Party shall be responsible for damage to its own equipment. Each party waives the right to sue any other Party for any damage to its equipment, even if the damage was caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Liability:

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party.
2. The Requesting party agrees to indemnify and defend against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the Party of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.
3. Under no circumstances, however, shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. No Party waives any immunities or limits on liability it enjoys under Minnesota Statutes or common law.
4. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating these reciprocal duties to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.
5. No Party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance, both as described in this Agreement.

6. Failure to provide assistance will not result in liability of a Party.

General Provisions:

1. Amendment. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Agreement, or their successors in office.
2. General Compliance. Both Parties agree to comply with all applicable federal, state and local laws and regulations governing any services provided under this Agreement.
3. Non-Discrimination. Both Parties agree to comply with the provisions of all applicable federal and state statutes and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59.
4. Severability. Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.
5. Assignment. This Agreement is not assignable without the mutual written agreement of the Parties.
6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating the subject matter hereof, whether oral or written.
7. Data Practices. The Parties agree that they will abide by the Minnesota Government Data Practices Act and all other statutes or provisions of law related to data practices, data management and records retention. Each Party shall remain the exclusive responsible authority for its own data management for responses to data requests and for all aspects of records retention for any and all data that is collected, created, received, maintained or disseminated by the Party as a result of any activity arising out of this Agreement.

[The remainder of this page is intentionally left blank]

CITY OF: **City name**

By: _____ (City Manager/Administrator/Clerk)

By: _____ (Mayor)

Date: _____

CAPITAL CITY REGIONAL FIREFIGHTERS' ASSOCIATION

By: _____
Alan Newman, President
Capital City Regional Firefighters' Association, Region 1

Appendix:

- A. Capital City Regional Firefighters' Association Region 1 Members
- B. Equipment Rates

Appendix A

Capital City Regional Firefighters' Association Region 1 Members

1	Apple Valley
2	Bayport
3	Burnsville
4	Cottage Grove
5	Eagan
6	Forest Lake
7	Hastings
8	Hugo
9	Inver Grove Heights
10	Lake Elmo
11	Lake Johanna
12	Lakeville
13	Lino Lakes
14	Little Canada
15	Lower St. Croix Valley
16	Mahtomedi
17	Maplewood
18	Marine on St. Croix
19	Mendota Heights
20	Miesville
21	New Brighton
22	Newport
23	North Saint Paul
24	Oakdale
25	Rosemount
26	Roseville
27	Saint Paul
28	St. Paul Park
29	Scandia
30	Stillwater
31	Vadnais Heights
32	White Bear Lake
33	Woodbury

Appendix B

Equipment Rates

Equipment	Description	Rate
Engine	Minimum 1250 GPM	\$170
Engine	Minimum 500 GPM	\$155
Engine/Tender	Minimum 1250 GPM - Minimum 2000 Gallons	\$175
Tender	Minimum 250 GPM - Minimum 1500 Gallons	\$140
Tender	No Pump - Minimum 1500 Gallons	\$130
Ladder truck		\$230
Ladder truck - Aerial platform		\$250
Heavy rescue		\$120
Brush truck with skid unit		\$70
Utility truck		\$35
Command SUV or Pick up		\$50
Command transit van		\$60
UTV with skid unit		\$50
UTV - Tracked with skid unit		\$55
Boat – No Motor	< 22'	\$20
Boat with motor	< 22'	\$30
Boat	> 22' with built in pump capacity	\$150
Airboat		\$60



Date: 5/19/2025

Antlers Ridge 2nd Addition Final Plat and Related Agreements

Proposed Action

Staff recommends adoption of the following motion: A resolution approving the Antlers Ridge 2nd Addition final plat.

Overview

Tamarack Land Lake Marion Commons LLC (Tamarack Land) representatives have submitted applications and plans for Antlers Ridge 2nd Addition on property located east of Kenrick Avenue and north of 205th Street. The plat includes the development of 26 twinhome lots, two lots owned by an HOA, and two outlots to be deeded to the abutting property owner for future development. The preliminary plat was approved by City Council on February 3, 2025.

A development contract and related agreements are required for the proposed site improvements. City staff have determined that Antlers Ridge 2nd Addition final plat plans are consistent with the approved preliminary plat and comply with Subdivision and Zoning Ordinance requirements.

Supporting Information

1. Final Plat Resolution
2. Development Contract
3. Encroachment Agreement
4. Planning and Engineering Reports 05-13-25
5. Exhibits A - D Location Maps and Plat
6. Exhibit E -F Site Plan and Existing Conditions
7. Exhibits G - J Grading, Utility, Tree Pres, and Landscaping

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

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

Report Completed by: Heather Botten, Senior Planner

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE FINAL PLAT AND RELATED AGREEMENTS OF
ANTLERS RIDGE 2nd ADDITION**

WHEREAS, the owner of the property described as **OUTLOT B, ANTLERS RIDGE** has requested final plat approval; and

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

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

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. The **Antlers Ridge 2nd Addition** final plat is approved subject to the developer entering into a development contract, submittal of security requirements, and the stipulations and requirements listed in the Engineering Division memorandum dated May 13, 2025, and any subsequent correspondence.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars, development contract, and all documents pursuant to the approved development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.
4. Park dedication of \$103,168 is required at the time of final plat.
5. HOA documents must be submitted for review and provide proof of recording of the HOA documents and deeds conveying the common area lots to the HOA, prior to building permits issued for the attached townhomes.

6. Twinhomes must meet development requirements, including those for exterior materials and garage size, of Section 11-57-19 of the Zoning Ordinance.
7. The developer must submit dimensioned floor plans for the detached townhome units to verify compliance with the minimum requirements for above grade floor area established by Section 11-17-13.D of the Zoning Ordinance.

ADOPTED by the Lakeville City Council this 19th day of May 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the **19th** day of **May 2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky
City Clerk

(SEAL)

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

(reserved for recording information)

DEVELOPMENT CONTRACT
(Developer Installed Improvements)

ANTLERS RIDGE 2ND ADDITION

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **TAMARACK LAND – LAKE MARION COMMONS, LLC**, a Minnesota limited liability company (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for ***ANTLERS RIDGE 2ND ADDITION*** (referred to in this Contract as the "plat"). The land is situated in the County of Dakota, State of Minnesota, and is legally described as:

Outlot B, Antlers Ridge, Dakota County, Minnesota, according to the recorded plat thereof.

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

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

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

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

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

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

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

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

Plan A - Plat

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

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

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

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Streets

E. Concrete Curb and Gutter

F. Street Lights

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

H. Underground Utilities

I. Setting of Iron Monuments

J. Surveying and Staking

K. Sidewalks and Trails

L. Retaining Walls

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utility and street construction; and any other ordinances including Section 11-16-7 of the

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

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

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

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

- A. Dakota County for County Road Access and Work in County Rights-of-Way
- B. MnDot for State Highway Access
- C. MnDot for Work in Right-of-Way

- D. Minnesota Department of Health for Watermains
- E. MPCA NPDES Permit for Construction Activity
- F. MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal
- G. DNR for Dewatering
- H. City of Lakeville for Building Permits
- I. MCES for Sanitary Sewer Connections
- J. City of Lakeville for Retaining Walls

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

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2025, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

14. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MPCA Stormwater Permit for Construction Activity. Seed shall be in accordance with

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

The plans include a detailed erosion and sediment control plan. The Developer must submit an erosion control plan that is compliant with City standards and meets all the requirements of the MPCA Construction Permit. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. An on-site preconstruction meeting shall be held with the City prior to the issuance of a building permit.

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

\$65,295	x 2%	= \$1,305.90
Grading Cost	2025 Rate	MS4 Administration Fee
Antlers Ridge 2 nd Addition		Antlers Ridge 2 nd Addition

15. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan “B”. The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits (except three (3) model home permits on lots acceptable to the Building Official), the Developer shall provide the City

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

Before a building permit is issued, a cash escrow of \$1,000.00 per lot shall be furnished to the City to guarantee compliance with the erosion control and grading requirements and the submittal of an as-built certificate of survey. Prior to the release of the required individual lot grading and erosion control security that is submitted with the building permit, an as-built certificate of survey for single family lots must be submitted to verify that the final as-built grades and elevations of the specific lot and all building setbacks are consistent with the approved grading plan for the development, and amendments thereto as approved by the City Engineer, and that all required property monuments are in place. If the final grading, erosion control and as-built survey is not timely completed, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the grading, erosion control and as-built survey, the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City.

The final grading plan shall identify all fill lots in which the building footings will be placed on fill material. The grading specifications shall also indicate that all embankments meet FHA/HUD 79G specifications. The Developer shall certify to the City that all lots with footings placed on fill material are

appropriately constructed. Building Certificate of Occupancies will not be issued until a soils report and an as-built certified grading plan have been submitted and approved by City staff.

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

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

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

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

18. CITY ENGINEERING ADMINISTRATION, CONSTRUCTION OBSERVATION AND AS-BUILT RECORD DRAWING PREPARATION.

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

inspection of proposed public utilities and street construction and will be billed on hourly rates estimated to be five percent (5%) of the estimated construction cost. Construction as-built record drawing preparation shall include field surveying, preparation of as-built record drawings and updating the City's GIS database and will be billed on hourly rates estimated to be one half of a percent (0.5%) of the estimated construction cost.

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

The Developer shall construct a public storm sewer system within the development to convey runoff to the publicly owned and maintained storm sewer basins located within Outlot A, Antlers Ridge and Outlot A, Springbrook.

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

Storm Sewer Charge Summary		
Gross Area of Antlers Ridge 2 nd Addition		194,181 s.f.
Less Area of Outlot A (Future Development)		(-) 2,089 s.f.
Less Area of Outlot B (Future Development)		(-) 13,221 s.f.
Total Storm Sewer Charge Area		178,871 s.f.
178,871 s.f. Net Area Antlers Ridge 2 nd Addition	x \$0.198/s.f. 2025 Unit Rate	= \$35,416.46 Storm Sewer Charge Antlers Ridge 2 nd Addition

The Storm Sewer Charge for Outlots A and B will be collected at the time Outlot A and B are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

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

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

The Developer shall extend eight-inch public sanitary sewer from an existing sanitary sewer manhole provided with the construction of the previous phase of the Antlers Ridge development along 203rd Street. The Developer must extend the sanitary sewer to the western plat boundary.

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

26 units	x \$327.00/unit	= \$8,502.00
Total Units	2025 Unit Rate	Sanitary Sewer Availability Charge
Antlers Ridge 2 nd Addition		Antlers Ridge 2 nd Addition

The Sanitary Sewer Availability Charge for Outlots A and B will be collected at the time Outlot A and B are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

21. WATERMAIN. The Developer shall construct 8-inch public watermain with the development of Antlers Ridge 2nd Addition. This watermain will be extended from watermain stubs on 203rd Street. The Developer must extend watermain to the western plat boundary.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility, and street construction shall be limited to a single access from Kenrick Avenue. Builder traffic access and egress shall be limited to access from Kenrick Avenue, except when access is not available.

23. 203RD STREET IMPROVEMENTS. The Developer shall extend 203rd Street as a 32-foot-wide local street from its current terminus to the western plat boundary within the Antlers Ridge 2nd Addition site. The Developer shall construct a concrete sidewalk on one side of 203rd Street from the Antlers Ridge 2nd Addition eastern plat boundary to the temporary paved Cul-de-Sac on the western plat boundary. The Developer is dedicating 60 feet of right-of-way as shown on the preliminary plat. The Developer is required to construct a temporary paved Cul-de-Sac at the western terminus of 203rd Street at the plat boundary.

The Developer shall enter into a temporary turnaround easement with the City in a recordable form approved by the City for recording with the final plat.

The Developer shall provide a \$3,000.00 security for future removal and restoration of the temporary Cul-de-Sac.

24. PARKS, TRAILS, AND SIDEWALKS. Development of Antlers Ridge 2nd Addition includes the construction of public sidewalks. A five-foot-wide concrete sidewalk will be installed along one side of 203rd Street.

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

26 units	x \$3,968.00	= \$103,168.00
Total Units	2025 Unit Rate	Park Dedication Fee
Antlers Ridge 2 nd Addition		Antlers Ridge 2 nd Addition

The Park Dedication fee for Outlots A and B will be collected at the time Outlot A and B are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

25. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee in the amount of \$850.00 for traffic control signs with the final plat. If traffic control signs are installed in frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location.

The Developer shall pay a cash fee for one-year of streetlight operating expenses with the final plat, calculated as follows:

26 units	x \$40.48/unit	= \$1,052.48
Total Units	2025 Rate	Streetlight Operating Fee
Antlers Ridge 2 nd Addition		Antlers Ridge 2 nd Addition

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

26 units	x \$61.52/unit	x 0.50	= \$799.76
Total Units	2025 Rate	Utility Factor	Environmental Resources Fee
Antlers Ridge 2 nd Addition			Antlers Ridge 2 nd Addition

27. LANDSCAPING. Unless the lot already has two (2) trees on it, the Developer or lot purchaser shall plant sufficient trees so that there are at least two (2) trees on every lot in the plat, one of which must be planted in the front yard. Trees that are chosen by the Developer or property owner cannot cause a public nuisance, such as cotton producing trees, or trees that may become a public hazard due to insect infestation or weak bark. The minimum deciduous tree size shall be two and one-half (2½) inches caliper, balled and burlapped. Evergreen trees must be at least eight feet (8') tall. The trees may not be planted in the right-of-way. The Developer or lot purchaser shall sod the front yard, boulevard, and side yards to the rear of the structure on every lot. Weather permitting, the trees, sod, and seed shall be planted within sixty (60) days after a home has received a certificate of occupancy. Before a building permit is issued, a cash escrow of \$1,000.00 per lot shall be furnished the City to guarantee compliance with the landscaping requirements. If the landscaping is not completed in a timely manner, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City. All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed.

Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a \$3,850.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

28. RETAINING WALLS. The Developer shall construct privately owned and maintained retaining walls. All modular block retaining walls constructed as part of the subdivision grading plan must meet MN/DOT requirements. A registered engineer must design any retaining wall that has a combined

height greater than four feet (4'). The building official must approve the retaining wall plans and each retaining wall is subject to issuance of a separate building permit. The Developer must construct the walls prior to the issuance of building permits. The Developer shall provide an encroachment agreement in a recordable form approved by the City with the final plat for the retaining walls proposed within drainage and utility easements. The retaining walls will be owned and maintained by the Antlers Ridge HOA. The Developer shall post a \$32,050.00 security with the final plat for construction of the retaining walls.

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

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

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

- A. Implementation of the recommendations listed in the May 13, 2025, Engineering Report.
- B. A Homeowners Association must be established for the maintenance of the building exteriors, the ownership and maintenance of Lot 19, Block 1 and Lot 9, Block 2 of the plat, and the retaining walls located within the plat. Prior to issuance of building permits for the plat, the Developer must submit Homeowners Association documents for review and approval by the City Attorney as well as proof of recording of the documents.
- C. The twin-home dwelling units shall be reviewed by the City for compliance with Zoning Ordinance requirements prior to issuance of building permits.
- D. All common areas and boulevards must be irrigated.
- E. The plat shall be developed in accordance with the final plans approved by the City Council.
- F. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked

with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$3,000.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: thirty (30) lots/outlots at \$100.00 per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

- G. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$2,700.00.
- H. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The estimated amount of this security is \$2,400.00 and consists of two (2) post-top streetlights at \$1,200.00 each.
- I. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

32. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for \$500,458.83. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$78,413.33
B. Watermain	94,045.94
C. Storm Sewer/Draintile	37,600.93
D. Streets	127,058.44
E. Grading, Erosion Control and Vegetation Establishment	<u>74,683.00</u>

CONSTRUCTION SUB-TOTAL**\$411,801.64****OTHER COSTS:**

A. Developer's Design (3.0%)	\$12,354.05
B. Developer's Construction Survey (2.5%)	10,295.04
C. City Legal Expenses (Est. 0.5%)	2,059.01
D. City Construction Observation (Est. 5.0%)	20,590.08
E. City Record Drawings (0.5%)	2,059.01
F. Retaining Walls	32,050.00
G. Landscaping	3,850.00
H. Streetlights	2,400.00
I. Lot Corners/Iron Monuments	<u>3,000.00</u>

OTHER COSTS SUB-TOTAL**\$88,657.19****TOTAL SECURITIES:****\$500,458.83**

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

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

A. Temporary Cul-de-Sac Removal/Restoration	\$3,000.00
B. Park Dedication	103,168.00
C. Sanitary Sewer Availability Charge	8,502.00
D. Storm Sewer Charge	35,416.46
E. MS4 Administration Fee	1,305.90
F. Traffic Control Signs	850.00
G. Streetlight Operating Fee	1,052.48
H. Environmental Resources Management Fee	799.76
I. Property Data and Asset/Infrastructure Management Fee	2,700.00
J. City Engineering Administration (3% for letters of credit)	<u>12,354.05</u>
TOTAL CASH REQUIREMENTS	\$169,148.65

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

35. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water

Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.

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

36. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly

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

37. MISCELLANEOUS.

- A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Contract.
- C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- E. Grading, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except three (3) model homes on lots acceptable to the Building Official. Approval of an administrative permit in compliance with Chapter 27 of the City's zoning ordinance is required prior to the construction of any model homes.
- F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or

inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.

- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of the Contract. A release of this Contract may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Contract. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- I. Insurance. **Developer and Contractor shall provide a copy of the Development Contract to their insurance professional for verification that the certificate of insurance is in compliance with the requirements of the Development Contract.** Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect

Developer and its general contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

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

The following coverages shall be included:

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

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

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

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

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

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

Developer's and general contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty

(30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

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

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

the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

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

38. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: Attn: Dale Willenbring, Tamarack Land - Lake Marion Commons, LLC, 712 Vista Blvd Suite 303, Waconia, MN 55387. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

*[The remainder of the page is intentionally left blank.
Signature pages follow.]*

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

DEVELOPER:
TAMARACK LAND – LAKE MARION COMMONS, LLC

BY: _____
Dale Willenbring
Its: Authorized Representative

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Dale Willenbring the Authorized Representative of **Tamarack Land – Lake Marion Commons, LLC**, a Minnesota limited liability company, on behalf of said entity.

NOTARY PUBLIC

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

**MORTGAGE HOLDER CONSENT
TO
DEVELOPMENT CONTRACT**

SECURITY BANK & TRUST CO., organized and existing under the laws of the State of Minnesota, which holds a Mortgage executed by Tamarack Land – Lake Marion Commons, LLC in favor of Security Bank & Trust Co., dated August 12, 2024, and filed August 16, 2024 in the Office of the County Recorder, Dakota County, Minnesota as Abstract Document No. **3641663** on all or part of the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this ____ day of _____, 2025.

SECURITY BANK & TRUST CO.

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

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____, the _____ of
SECURITY BANK & TRUST CO., organized and existing under the laws of the State of Minnesota, on behalf
of said entity.

NOTARY PUBLIC

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

**MORTGAGE HOLDER CONSENT
TO
DEVELOPMENT CONTRACT**

U.S. HOME, LLC, a Delaware limited liability company, which holds a Mortgage executed by Tamarack Land – Lake Marion Commons, LLC in favor of U.S. HOME, LLC, dated October 28, 2024, and filed October 29, 2024 in the Office of the County Recorder, Dakota County, Minnesota as Abstract Document No. **3651256** on all or part of the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2025.

U.S. HOME, LLC

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

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025,
by _____, the _____ of
U.S. HOME, LLC, a Delaware limited liability company, on behalf of said entity.

NOTARY PUBLIC

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

**OPTIONEE CONSENT
TO
DEVELOPMENT CONTRACT**

U.S. HOME, LLC, a Delaware limited liability company, which holds an Optionee's interest in the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it exercises its option pursuant to the Memorandum of Option Agreement dated April 16, 2024, and filed for record with the office of the County Recorder, Dakota County, Minnesota, on October 29, 2024, as Document No. **3651257**.

Dated this _____ day of _____, 2025.

U.S. HOME, LLC

BY: _____
Jon Aune
Its: Vice President

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Jon Aune the Vice President of **U.S. HOME, LLC**, a Delaware limited liability company, on behalf of said entity.

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

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

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

Dear Sir or Madam:

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

The draft must:

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

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

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

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

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

OR

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

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

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

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

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

[NAME OF BANK]

BY: _____

Its _____

(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 **TAMARACK LAND – LAKE MARION COMMONS, LLC**, a Minnesota limited liability company (“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:

_____, Antlers Ridge 2nd Addition, Dakota County, Minnesota, according to the recorded plat thereof.

(“Subject Property”)

The City owns easements for drainage and utility purposes over portions of the Subject Property (“Easement Areas”). The Owner desires to construct a retaining wall on the Subject Property which encroaches on the City’s Easement Areas as depicted on Exhibit “A”.

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment in the City’s Easement Areas on the Subject Property for the retaining wall subject to the conditions set forth in this Agreement. Further conditions of encroachment approval are:

- The City shall have no responsibility to maintain or repair the retaining wall located within the City's Easement Areas.
- The retaining wall located on the Subject Property must not impact or increase water drainage on the abutting properties or cause any adverse drainage patterns or erosion to the abutting properties.
- The Owner shall construct the retaining wall consistent with all applicable federal, state and local laws and regulations.
- The Owner, its, successors and assigns, are fully responsible and liable for any and all damage caused to the retaining wall because of it being constructed in the City's Easement Areas.
- 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, the Owner, for itself, its, successors and assigns, hereby agrees to indemnify and hold the City harmless from any damage caused to the Subject Property or retaining wall encroaching into the City's Easement Areas as depicted on Exhibit "A", including the retaining wall 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 terminate this Agreement at any time if it is reasonably necessary for the City to occupy the City's Easement Areas for drainage or utility purposes and the retaining wall is inconsistent with the City's use of the easement. Prior to termination, the City will give the then owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and this Agreement may then be terminated immediately. The property owner shall remove that portion of the retaining wall to the extent it impacts the City's Easement Areas to the effective date of the termination of this Agreement. If the owner fails to do so, the City may remove the retaining wall to the extent it impacts the City's Easement areas and charge the cost of removal back to the owner for reimbursement.

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

CITY OF LAKEVILLE

(SEAL)

By: _____
Luke M. Hellier, Mayor

And _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

PROPERTY OWNER:
TAMARACK LAND – LAKE MARION COMMONS, LLC
a Minnesota limited liability company

By: _____
Dale Willenbring
Its Authorized Representative

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Dale Willenbring, the Authorized Representative of **TAMARACK LAND – LAKE MARION COMMONS, LLC**, a Minnesota limited liability company, on behalf of said entity.

Notary Public

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

EXHIBIT “A”

DRAFT



Memorandum

To: Tina Goodroad, Community Development Director
From: Heather Botten, Senior Planner
Date: May 13, 2025
Subject: Antlers Ridge 2nd Addition Final Plat

BACKGROUND

Tamarack Land Lake Marion Commons LLC (Tamarack Land) representatives have submitted a final plat application for Antlers Ridge 2nd Addition, which proposes the development of 26 twinhome lots on property located east of Kenrick Avenue and north of 205th Street.

The proposed final plat is consistent with the preliminary plat, approved by the City Council on February 3, 2025. The final plat plans have been reviewed by the Engineering Division and Park and Recreation Department staff. The proposed development consists of Outlot B, Antlers Ridge, which was mass graded following preliminary plat approval of Antlers Ridge.

EXHIBITS:

- A. Site Location Map
- B. Zoning Map
- C. Final Plat
- D. Preliminary Plat
- E. Final Site Plan
- F. Existing Conditions
- G. Final Grading Plan
- H. Final Utility Plan
- I. Final Tree Preservation Plan
- J. Landscape Plan

PLANNING ANALYSIS

Existing Conditions. Following approval of the preliminary plat for Antlers Ridge, a grading permit was issued for the site to allow the Developer to import fill to finalize the grading plan and allow development of the site.

Zoning. The parcel is zoned RST-2, Single-and Two-Family Residential District and within the shoreland overlay district for Lake Marion. Twinhomes are a permitted use within this district.

Lot Requirements.

The following minimum requirements for twinhome building setbacks in the RST-2 District pertain to the Antlers Ridge 2nd Addition final plat:

	Base Lot	Between Buildings	Front Yard (to ROW)
RST-2	30 feet	14 feet	20 feet (front), 25 feet (garage)

The unit lots shown on the Antlers Ridge final plat have sufficient area to accommodate the twinhome units.

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

Density. Section 11-57-13.B.2 of the Zoning Ordinance requires a minimum of 5,000 square feet of lot area per twinhome dwelling. The Antlers Ridge 2nd Addition preliminary plat consists of 26 twin home lots on 4.46 acres. This results in a gross density of 5.83 units per acre. Excluding the future development outlots, the overall net density is 6.33 units per acre.

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

Streets. The final plat includes construction of 203rd Street. Barricades and a “Future Street Extension” sign must be placed at the west terminus of the street.

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

Easements. The final plat indicates dedication of the required easements.

Grading, Drainage, and Utilities. Grading, drainage, erosion control, and utilities are addressed in the engineering review memo prepared by Alanna Sobottka, Civil Engineer and Mac Cafferty, Environmental Resources Manager dated May 13, 2025. A copy of the engineering report is attached for your review. The Engineering Division recommends approval of the final plat subject to the comments outlined in the engineering report.

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

All landscaped areas, including common open space, must have an inground irrigation system with an automatic controller. All landscaping shall be warranted for one year and guaranteed by financial security in the development contract at the time of final plat.

Park Dedication. The City's Comprehensive Parks, Trails, and Open Space Plan does not identify any future park land needs in the area of the plat. The park dedication formula for medium density residential properties is \$3,968 per unit, payable prior to the release of the final plat (26 units x \$3,968 = \$103,168). If required, the outlots will pay for park dedication at the time of future development.

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

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

Signs. No subdivision identification monument signs are approved with the final plat.

RECOMMENDATION

The Antlers Ridge 2nd Addition final plat is consistent with the land use and housing policies of the Comprehensive Plan and complies with the requirements of the Zoning Ordinance and Subdivision Ordinance. City staff recommends approval of the final plat subject to the following stipulations:

1. The **Antlers Ridge 2nd Addition** final plat is approved subject to the developer entering into a development contract, submittal of security requirements, and the stipulations and requirements listed in the Engineering Division memorandum dated May 13, 2025, and any subsequent correspondence.

2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars, development contract, and all documents pursuant to the approved development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.
4. Park dedication of \$103,168 is required at the time of final plat.
5. HOA documents must be submitted for review and provide proof of recording of the HOA documents and deeds conveying the common area lots to the HOA, prior to building permits issued for the attached townhomes.
6. Twinhomes must meet development requirements, including those for exterior materials and garage size, of Section 11-57-19 of the Zoning Ordinance.
7. The developer must submit dimensioned floor plans for the detached townhome units to verify compliance with the minimum requirements for above grade floor area established by Section 11-17-13.D of the Zoning Ordinance.



Memorandum

To: Heather Botten, Senior Planner

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

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

Date: May 13, 2025

Subject: Antlers Ridge 2nd Addition

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

BACKGROUND

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

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

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

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

The proposed development will be completed by:

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

SITE CONDITIONS

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

STREET AND SUBDIVISION LAYOUT

Kenrick Avenue

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

203rd Street

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

CONSTRUCTION ACCESS

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

PARKS, TRAILS AND SIDEWALKS

Development of Antlers Ridge 2nd Addition includes the construction of public sidewalks. A five-foot-wide concrete sidewalk will be installed along one side of 203rd Street.

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

26 units	x \$3,968.00	= \$103,168.00
Total Units	2025 Unit Rate	Park Dedication Fee
Antlers Ridge		Antlers Ridge 2 nd
2 nd Addition		Addition

The Park Dedication fee for Outlots A and B will be collected at the time Outlot A and B are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

UTILITIES

SANITARY SEWER

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

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

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

26 units	x \$327.00/unit	= \$8,502.00
Total Units	2025 Unit Rate	Sanitary Sewer Availability Charge
Antlers Ridge 2 nd Addition		Antlers Ridge 2 nd Addition

The Sanitary Sewer Availability Charge for Outlots A and B will be collected at the time Outlot A and B are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

WATERMAIN

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

DRAINAGE AND GRADING

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

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

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

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

STORM SEWER

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

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

Storm Sewer Charge Summary

Gross Area of Antlers Ridge 2 nd Addition	194,181 s.f.
Less Area of Outlot A (Future Development)	(-) 2,089 s.f.
Less Area of Outlot B (Future Development)	(-) 13,221 s.f.
Total Storm Sewer Charge Area	178,871 s.f.

178,871 s.f.	x \$0.198/s.f.	= \$35,416.46
Net Area Antlers Ridge 2 nd Addition	2025 Unit Rate	Storm Sewer Charge Antlers Ridge 2 nd Addition

The Storm Sewer Charge for Outlots A and B will be collected at the time Outlot A and B are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

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

RETAINING WALLS

The Developer proposes to construct privately owned and maintained retaining wall. Walls with a combined height over 4-feet are subject to approval of a building permit and must be designed by a registered geotechnical or structural engineer. An encroachment agreement is required with the final plat for the retaining walls proposed within drainage and utility easements. The retaining walls will be owned and maintained by the Antlers Ridge 2nd Addition HOA. The Developer shall post a \$32,050.00 security with the final plat for construction of the walls.

FEMA FLOODPLAIN ANALYSIS

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

WETLANDS

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

TREE PRESERVATION

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

EROSION CONTROL

The plans include a detailed erosion and sediment control plan. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. An on-site preconstruction meeting shall be held with the City prior to the construction starting.

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

\$65,295	x 2%	= \$1,305.90
Grading Cost	2025 Rate	MS4 Administration Fee
Antlers Ridge 2 nd		Antlers Ridge 2 nd
Addition		Addition

The MS4 Administration Fee for Outlots A and B will be collected at the time Outlot A and B are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Antlers Ridge 2nd Addition. Construction costs are based upon estimates submitted by the Developer’s engineer on May 5, 2025.

CONSTRUCTION COSTS

Sanitary Sewer	\$ 78,413.33
Watermain	94,045.94
Storm Sewer	37,600.93
Street Construction	127,058.44
Grading, Erosion Control and Vegetation Establishment	74,683.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 411,801.64

OTHER COSTS

Developer’s Design (3.0%)	\$ 12,354.05
Developer’s Construction Survey (2.5%)	10,295.04
City’s Legal Expense (0.5%)	2,059.01

City Construction Observation (5.0%)	20,590.08
Developer's Record Drawing (0.5%)	2,059.01
Retaining Walls	32,050.00
Landscaping	3,850.00
Streetlights	2,400.00
Lot Corners/Iron Monuments	3,000.00
SUBTOTAL - OTHER COSTS	88,657.19
TOTAL PROJECT SECURITY	\$500,458.83

The street light security totals \$2,400 which consists of two (2) post-top streetlights at \$1,200 each.

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$3,000.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

A cash fee of \$850.00 for traffic control signs shall be paid with the final plat. If traffic control signs are installed in frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location.

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

$$\begin{array}{rcl}
 26 \text{ units} & \times \$40.48/\text{unit} & = \$1,052.48 \\
 \text{Total Units} & \text{2025 Rate} & \text{Streetlight Operating Fee} \\
 \text{Antlers Ridge} & & \text{Antlers Ridge 2nd Addition} \\
 \text{2nd Addition} & &
 \end{array}$$

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

$$\begin{array}{rclcl}
 26 \text{ units} & \times \$61.52/\text{unit} & \times 0.50 & = \$799.76 \\
 \text{Total Units} & \text{2025 Rate} & \text{Utility Factor} & \text{Environmental Resources Fee} \\
 \text{Antlers Ridge} & & & \text{Antlers Ridge 2nd Addition} \\
 \text{2nd Addition} & & &
 \end{array}$$

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

30 lots	x \$90.00/unit	= \$2,700.00
Lots/Outlots	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee
Antlers Ridge		Antlers Ridge 2 nd Addition
2 nd Addition		

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

The Developer shall pay a cash fee for City Engineering Administration. The fee for City Engineering Administration is based on three percent (3.00%) of the estimated construction cost, or \$12,354.05.

CASH REQUIREMENTS

Temporary Cul-De-Sac Removal/Restoration	\$ 3,000.00
Park Dedication	103,168.00
Sanitary Sewer Availability Charge	8,502.00
Storm Sewer Charge	35,416.46
MS4 Administration Fee	1,305.90
Traffic Control Signs	850.00
Streetlight Operating Fee	1,052.48
Environmental Resources Management Fee	799.76
Property Data and Asset/Infrastructure Management Fee	2,700.00
City Engineering Administration (3.00%)	12,354.05
TOTAL CASH REQUIREMENTS	\$ 169,148.65

RECOMMENDATION

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



I-35

KENRICK AVE

Plat Area

203RD ST

KENSFIELD TRL

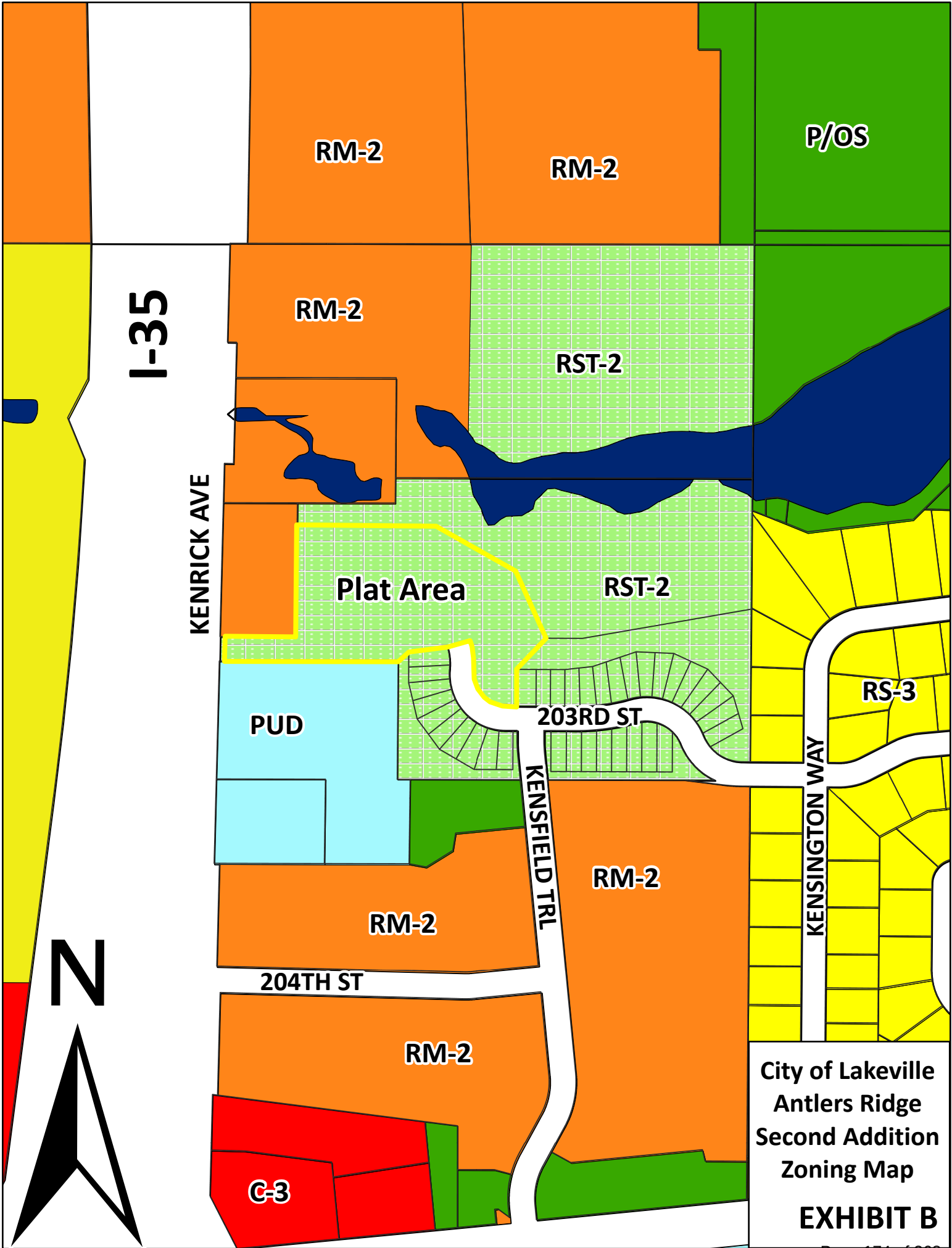
KENSINGTON WAY

204TH ST

City of
Lakeville
Location
Map

EXHIBIT A

Source: Esri, Maxar, Earthstar Geograph



City of Lakeville
Antlers Ridge
Second Addition
Zoning Map
EXHIBIT B

ANTLERS RIDGE 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Tamarack Land – Lake Marion Commons, LLC, a Minnesota limited liability company, owner, of the following described property:

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

Has caused the same to be surveyed and platted as ANTLERS RIDGE 2ND ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Tamarack Land – Lake Marion Commons, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Tamarack Land – Lake Marion Commons, LLC

_____, as _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____, by _____ as _____ of Tamarack Land – Lake Marion Commons, LLC, a Minnesota limited liability company on behalf of the company.

signature

printed
Notary Public, _____
My Commission Expires _____

SURVEYOR’S CERTIFICATE

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

Dated this ____ day of _____ 20____.

Peter J. Hawkinson, Licensed Land Surveyor
Minnesota License No. 42299

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____, by Peter J. Hawkinson.

signature

printed
Notary Public, _____
My Commission Expires _____

CITY COUNCIL, CITY OF LAKEVILLE, Minnesota

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

By: _____ By: _____
Mayor Clerk

COUNTY SURVEYOR, COUNTY OF Dakota, STATE OF Minnesota

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

By: _____
Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, County of Dakota, State of Minnesota

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

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

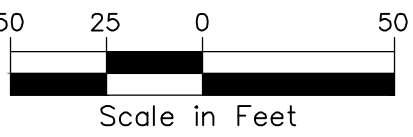
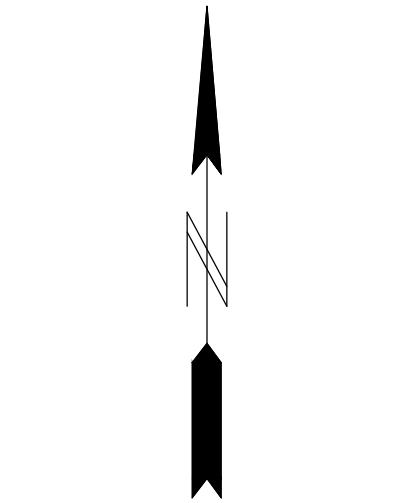
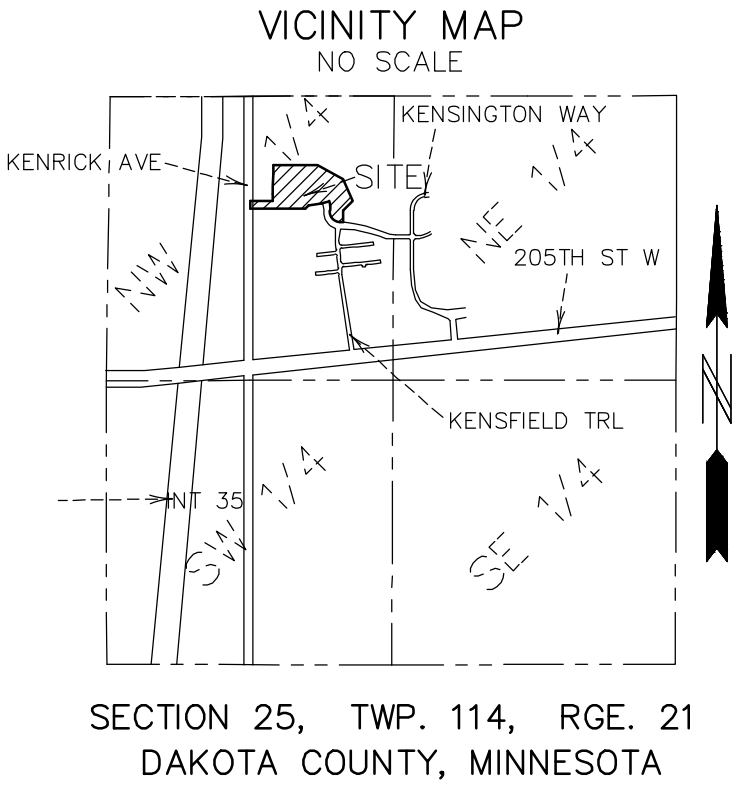
COUNTY RECORDER, County of Dakota, State of Minnesota

I hereby certify that this plat of ANTLERS RIDGE 2ND ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 20____, at ____ o'clock ____ .M. and was duly filed in Book _____ of Plats, Page _____ as Document No. _____.

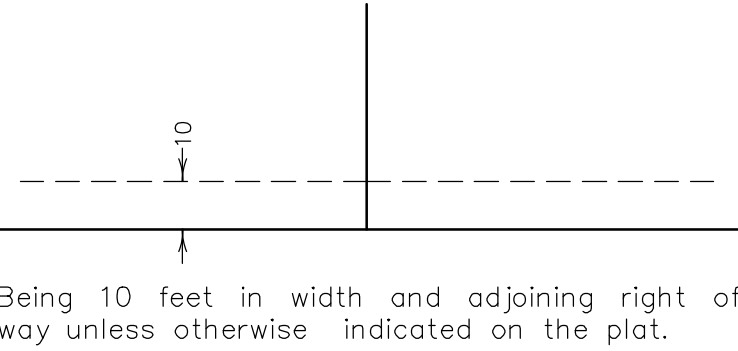
By: _____
Amy A. Koethe
County Recorder

ANTLERS RIDGE 2ND ADDITION

N 1/4 CORNER OF
SEC. 25, TWP. 114,
RGE. 21



DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:

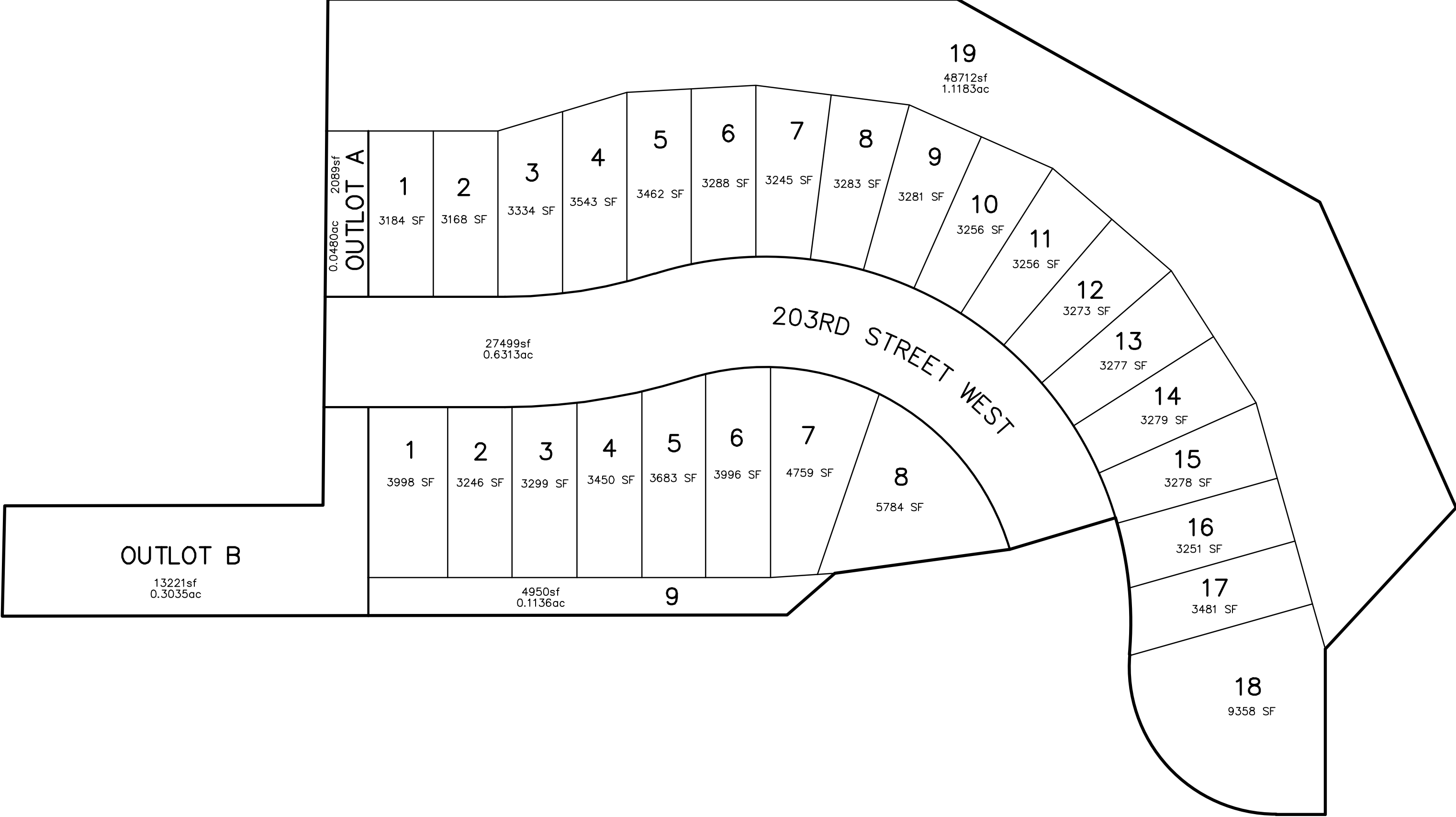


THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE
OF OUTLOT B, ANTLERS RIDGE WHICH IS ASSUMED TO HAVE A BEARING OF
WEST.

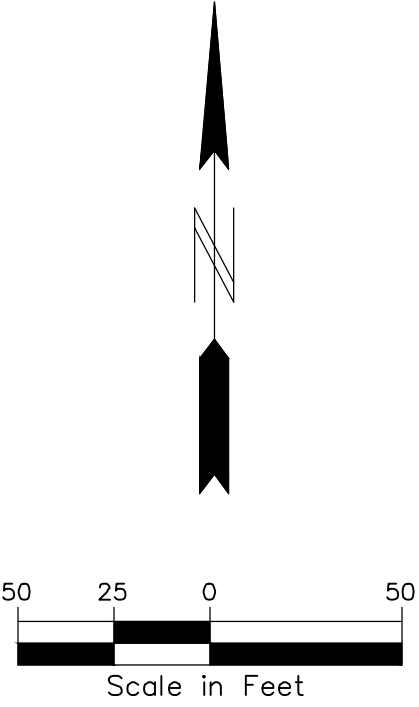
NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION,
INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE
IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID
MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED
BY LICENSE NUMBER 42299.

- DENOTES FOUND CAST IRON MONUMENT
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE
NUMBER 42299 UNLESS OTHERWISE NOTED.
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE
MONUMENT SET AND MARKED BY LICENSE NUMBER
42299

ANTLERS RIDGE 2ND ADDITION
AREA SKETCH



AREA SUMMARY			
BLOCK 1 =	114,208 SF.	2.6219 AC.	
BLOCK 2 =	37,165 SF.	0.8531 AC.	
TOTAL LOT AREA =	151,373 SF.	3.4750 AC.	
TOTAL OUTLOT AREA =	15,310 SF.	0.3515 AC.	
TOTAL R/W AREA =	27,498 SF.	0.6313 AC.	
TOTAL AREA =	194,181 SF.	4.4578 AC.	

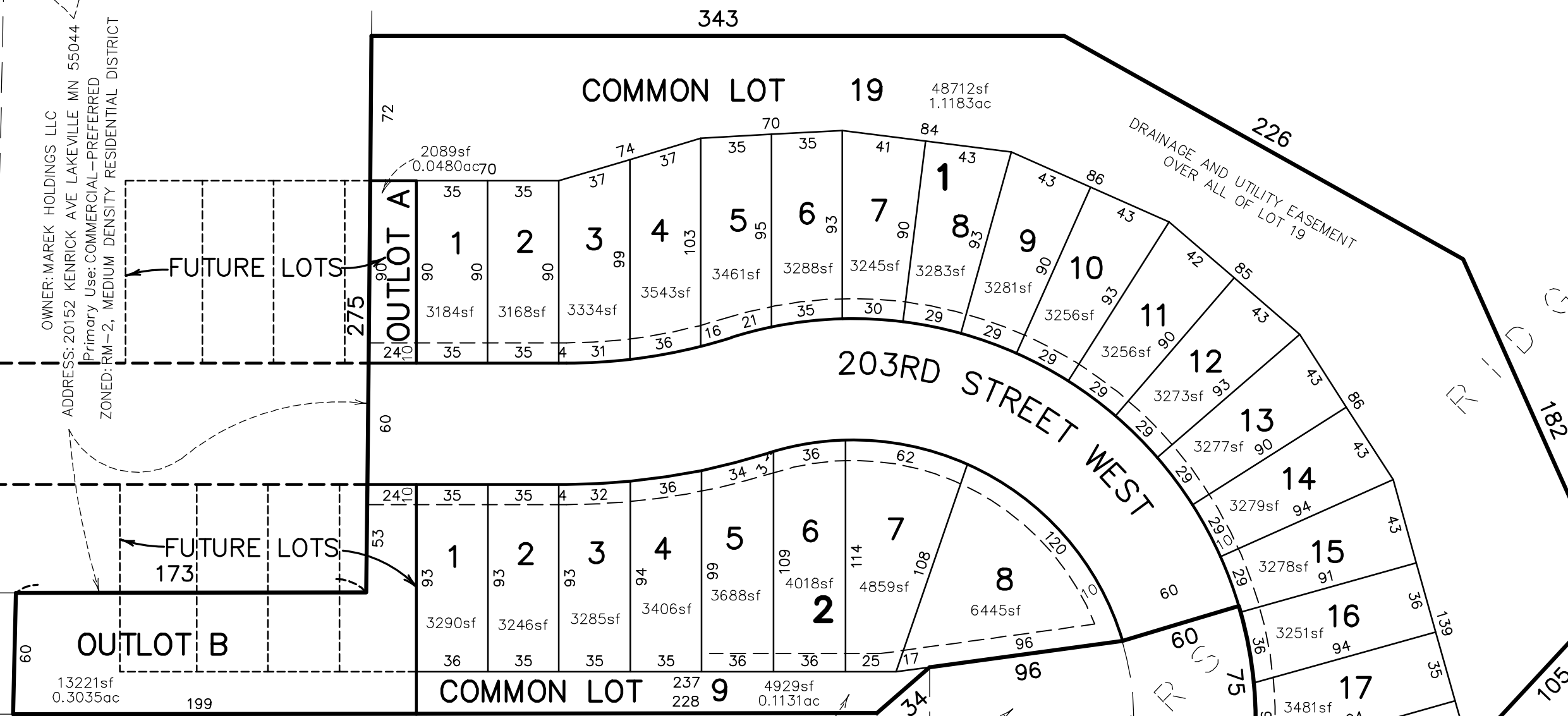


INTERSTATE 35

KENRICK AVENUE

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

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



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

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

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

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

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

SW CORNER OF THE NE 1/4 OF THE NW 1/4

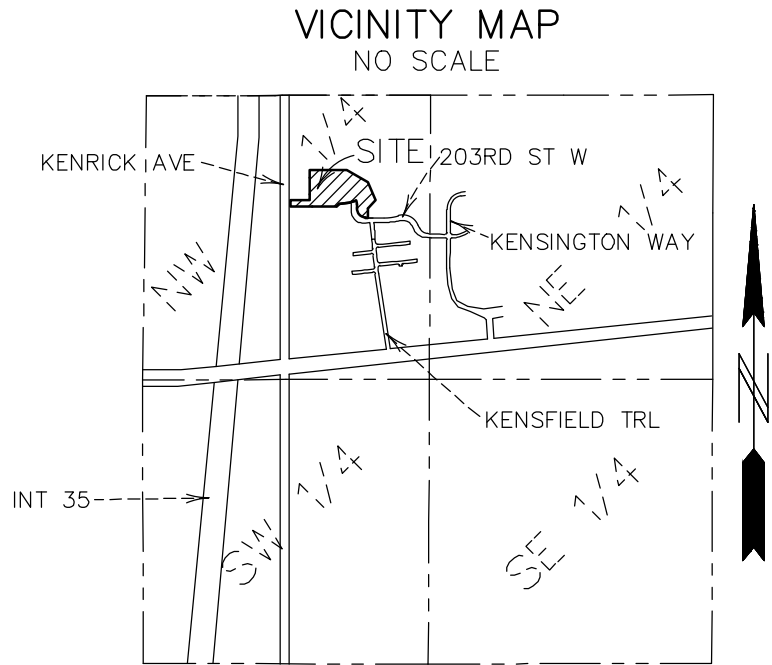
SULLIVAN'S FIRST ADDITION TO MARION HEIGHTS

ADDITION

SECOND

VILLAGE

MARION



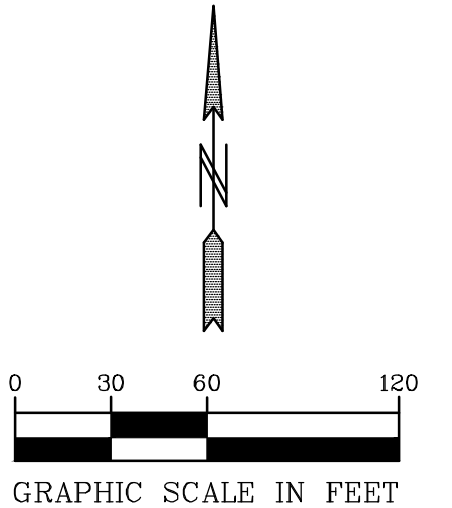
SECTION 25, TWP. 114, RGE. 21
DAKOTA COUNTY, MINNESOTA

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

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

LEGAL DESCRIPTION FOR PRELIMINARY PURPOSES ONLY

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



PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor under the laws of the State of Minnesota

Name

Peter J. Hawkinson
Reg. No. 42299 Date 3-16-2023

Revisions

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

Date

3-14-23

Designed

NH

Drawn

KSO/NJK

PRELIMINARY PLAT

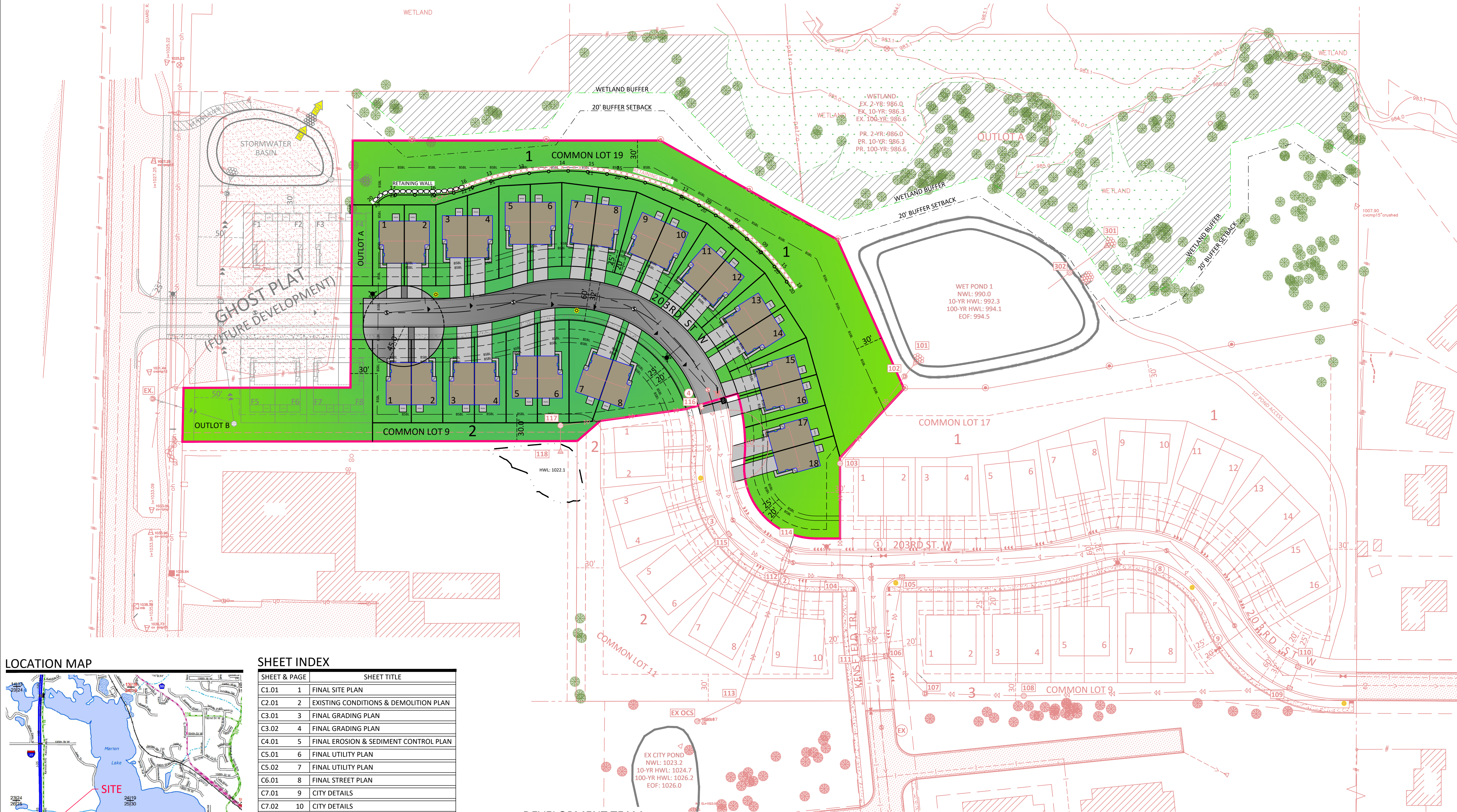
TAMARACK DEVELOPMENT, LLC
1536 BEACHCOMBER BLVD
WACONIA, MN 55387

ANTLERS RIDGE 2ND ADDITION
LAKEVILLE, MINNESOTA

C2.01

ANTLERS RIDGE 2ND ADDITION

FINAL DEVELOPMENT PLAN



ZONING
PARCEL ADDRESS: 20192 KENRICK AVE
PID: 22-11620-00-020

EXISTING ZONING: RST-2 (SHORELAND OVERLAY)
SINGLE OR TWO FAMILY HOMES

CURRENT GUIDING: LOW/MEDIUM DENSITY RESIDENTIAL (4-5 U/A)

PROPOSED ZONING: RST-2 (ENTIRE SITE)
PROPOSED LOT COUNT: 13 TWO FAMILY BLDGS (26 UNITS)
(26) 28' WIDE UNITS

SITE DATA

MINIMUM BLDG. SETBACKS RST-2:
FRONT (ROW)- 25' GARAGE & 20' LIVING
SIDE YARD(ROW)- 20'
BETWEEN BUILDINGS- 14'
FROM PRIVATE DRIVE- 30'
REAR- 30'
EXTERIOR PERIMETER- 30'
OHWL (SEWERED)- 75'
WETLAND BUFFER- 50' (AVERAGING PROPOSED)
BUFFER SETBACK- 20'

PROPOSED BUILDING PADS: 56'W X 55'D (28' WIDE UNIT)

LOT AREA (2ND ADDITION):
REQUIRED LOT AREA: 5,000 SF/LOT

PROPOSED LOT AREA: 177,440 SF/26 = 6,825 SF/LOT
(NOT INCLUDING OUTLOTS A & B THAT WILL BE DEEDED TO MAREK)

ROW & STREET DIMENSIONS:
203RD ST W
ROW: 60'
STREET: 32' B-B (15' CURB RADIUS RETURNS)

DENSITY SUMMARY: (see DENSITY CALCS EXHIBIT)

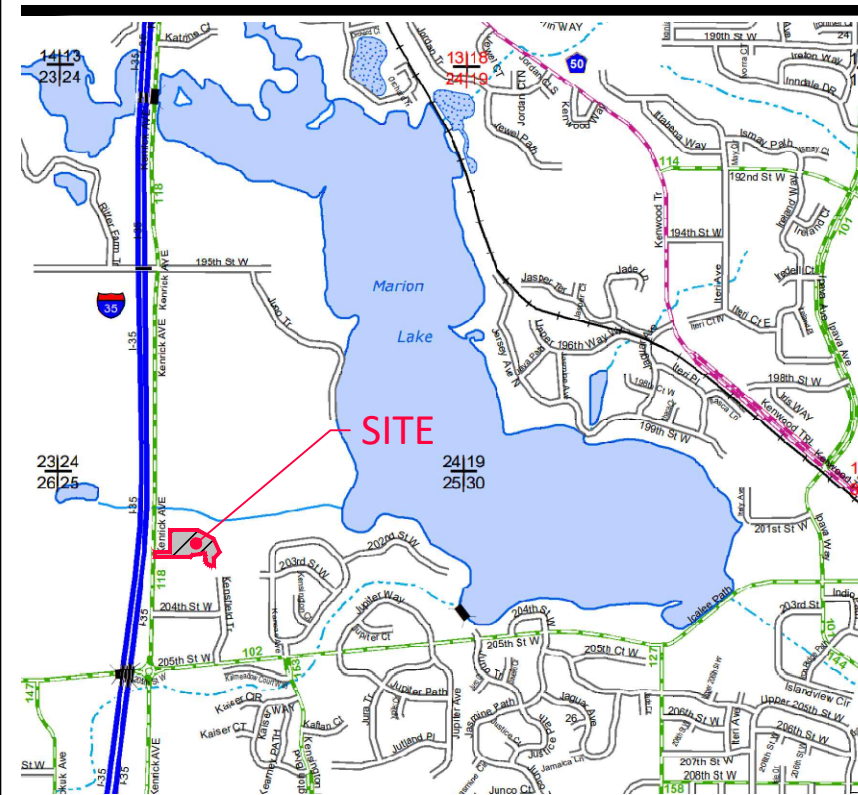
SHORELAND OVERLAY DISTRICT: (see SHORELAND EXHIBIT)

IMPERVIOUS: (see IMPERVIOUS CALCS EXHIBIT)

OPEN SPACE: (see OPEN SPACE EXHIBIT)

LOTS 1 & 2, BLOCK 2:
BUILDING PERMITS FOR LOTS 1 & 2, BLOCK 2 SHALL BE WITHHELD UNTIL
THE STREET IS EXTENDED THROUGH MAREK AND THE TEMPORARY
TURN-AROUND IS REMOVED.

LOCATION MAP



SHEET INDEX

SHEET & PAGE	SHEET TITLE
C1.01 1	FINAL SITE PLAN
C2.01 2	EXISTING CONDITIONS & DEMOLITION PLAN
C3.01 3	FINAL GRADING PLAN
C3.02 4	FINAL GRADING PLAN
C4.01 5	FINAL EROSION & SEDIMENT CONTROL PLAN
C5.01 6	FINAL UTILITY PLAN
C5.02 7	FINAL UTILITY PLAN
C6.01 8	FINAL STREET PLAN
C7.01 9	CITY DETAILS
C7.02 10	CITY DETAILS
C7.03 11	CITY DETAILS
C7.04 12	MNDOT DETAILS
C8.01 13	FINAL TREE PRESERVATION PLAN
C8.02 14	FINAL TREE PRESERVATION PLAN

DEVELOPMENT TEAM:

DEVELOPER/OWNER
TAMARACK LAND DEVELOPMENT
712 VISTA BLVD
WACONIA, MN 55387
TEL 952-715-2926
CONTACT: DALE WILLENBRING
EMAIL DALE@TAMARACKLAND.COM

CIVIL ENGINEER
ATERRA LAND SERVICES
18219 70TH PL N
MAPLE GROVE, MN 55311
TEL 763-360-1307
CONTACT: NATE HERMAN, PE
EMAIL: NATE@ATERRALAND.COM

SURVEYOR
PIONEER ENGINEERING
2422 ENTERPRISE DRIVE
MENDOTA HEIGHTS, MN 55120
TEL 651-681-1914
CONTACT: PETER HAWKINSON, LS
EMAIL: PHAWKINSON@PIONEERENG.COM

LANDSCAPE ARCHITECT
PIONEER ENGINEERING
2422 ENTERPRISE DRIVE
MENDOTA HEIGHTS, MN 55120
TEL 651-681-1914
CONTACT: JENNI THOMPSON, PA
EMAIL: JTHOMPSON@PIONEERENG.COM

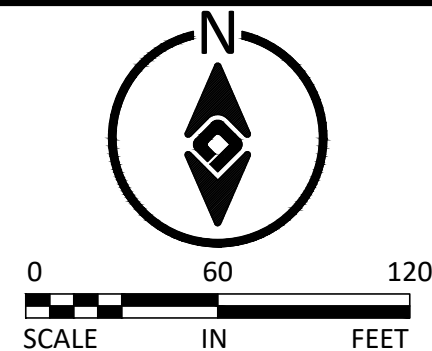
STORMWATER DESIGN
AE2S
6901 E FISH LAKE RD, SUITE 184
MAPLE GROVE, MN 55369
TEL 763-463-5036
CONTACT: JUSTIN KLARO, PE
EMAIL: JUSTIN.KLARO@AE2S.COM

GEOTECHNICAL
HAUGO GEOTECHNICAL SERVICES
2825 CEDAR AVENUE SOUTH
MINNEAPOLIS, MN 55407
TEL 612-979-3542
CONTACT: JEFF HAYDON
EMAIL JHAYDON@HAUGOGTS.COM

CONTRACTOR
NORTHWEST TOTAL SITE
1451 STAGECOACH ROAD
SHAKOPEE, MN, 55379
TEL: 952-923-5857
CONTACT: MAX ENRIGHT
EMAIL: MENRIGHT@NWSASPHALT.NET

SUBMITTALS & REVISIONS

Rev.	Date	By	Description
02/20/25	NRH		FINAL PLAT SUBMITTAL
03/14/25	NRH		FINAL PLAT SUBMITTAL #2
04/16/25	NRH		FINAL PLAT SUBMITTAL #3 (REVISE PER CITY COMMENTS)



ATERRA
LAND SERVICES
18219 70th Pl N, Maple Grove MN 55311
763.360.1307 | nate@aterralland.com

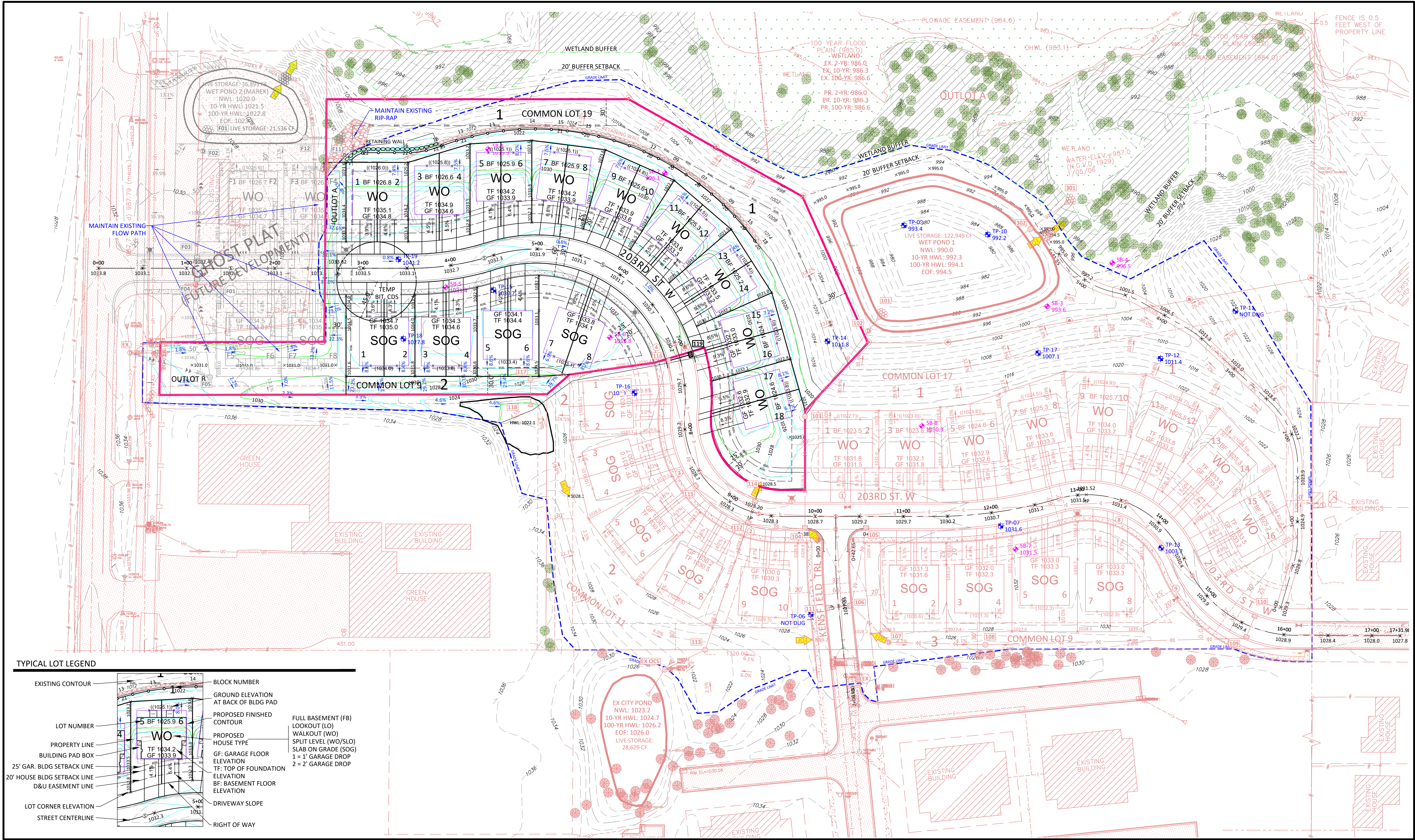
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA.
NOT FOR CONSTRUCTION
Nathan R. Herman
LICENSE NO: 47982 DATE: 04/16/2025

PROJECT #:
25001
DRAWN:
NRH
CHECKED:
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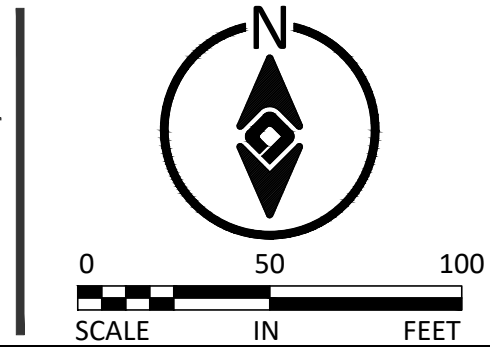
ANTLERS RIDGE 2ND ADDITION
LAKEVILLE, MN
TAMARACK DEVELOPMENT, LLC

FINAL SITE PLAN

SHEET	PAGE #	REV.
C1.01	1	-



SUBMITTALS & REVISIONS		
Rev.	Date	By Description
02/20/25	NRH	FINAL PLAT SUBMITTAL
03/14/25	NRH	FINAL PLAT SUBMITTAL #2
04/16/25	NRH	FINAL PLAT SUBMITTAL #3 (REVISE PER CITY COMMENTS)



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NOT FOR CONSTRUCTION

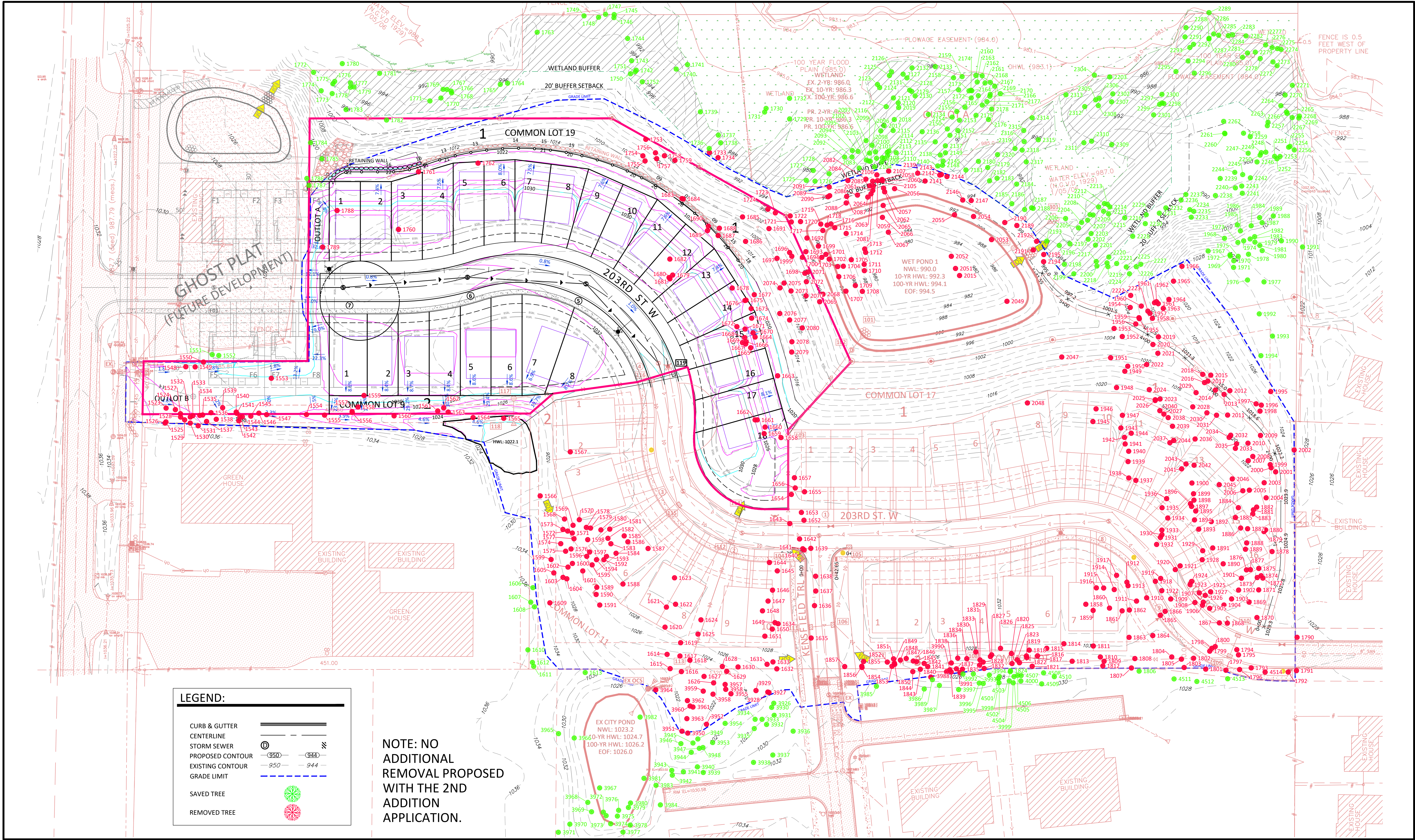
Nathan R. Herman
LICENSE NO: 47982 DATE: 04/16/2025

PROJECT #:
25001
DRAWN:
NRH
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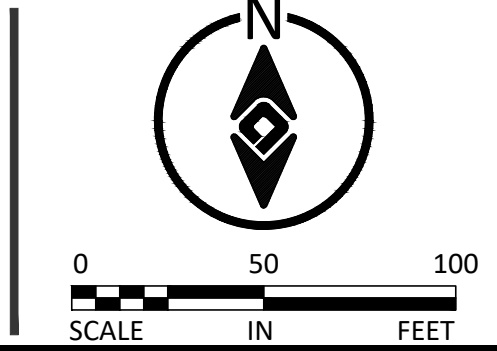
ANTLERS RIDGE 2ND ADDITION
LAKEVILLE, MN
TAMARACK DEVELOPMENT, LLC

FINAL GRADING PLAN

SHEET	PAGE #	REV.
C3.02	4	-



SUBMITTALS & REVISIONS		
Rev.	Date	By Description
02/20/25	NRH	FINAL PLAT SUBMITTAL
03/14/25	NRH	FINAL PLAT SUBMITTAL #2
04/16/25	NRH	FINAL PLAT SUBMITTAL #3 (REVISE PER CITY COMMENTS)





ATERRA
LAND SERVICES

18219 70th Pl N, Maple Grove MN 55311
763.360.1307 | nate@aterralland.com

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NOT FOR CONSTRUCTION

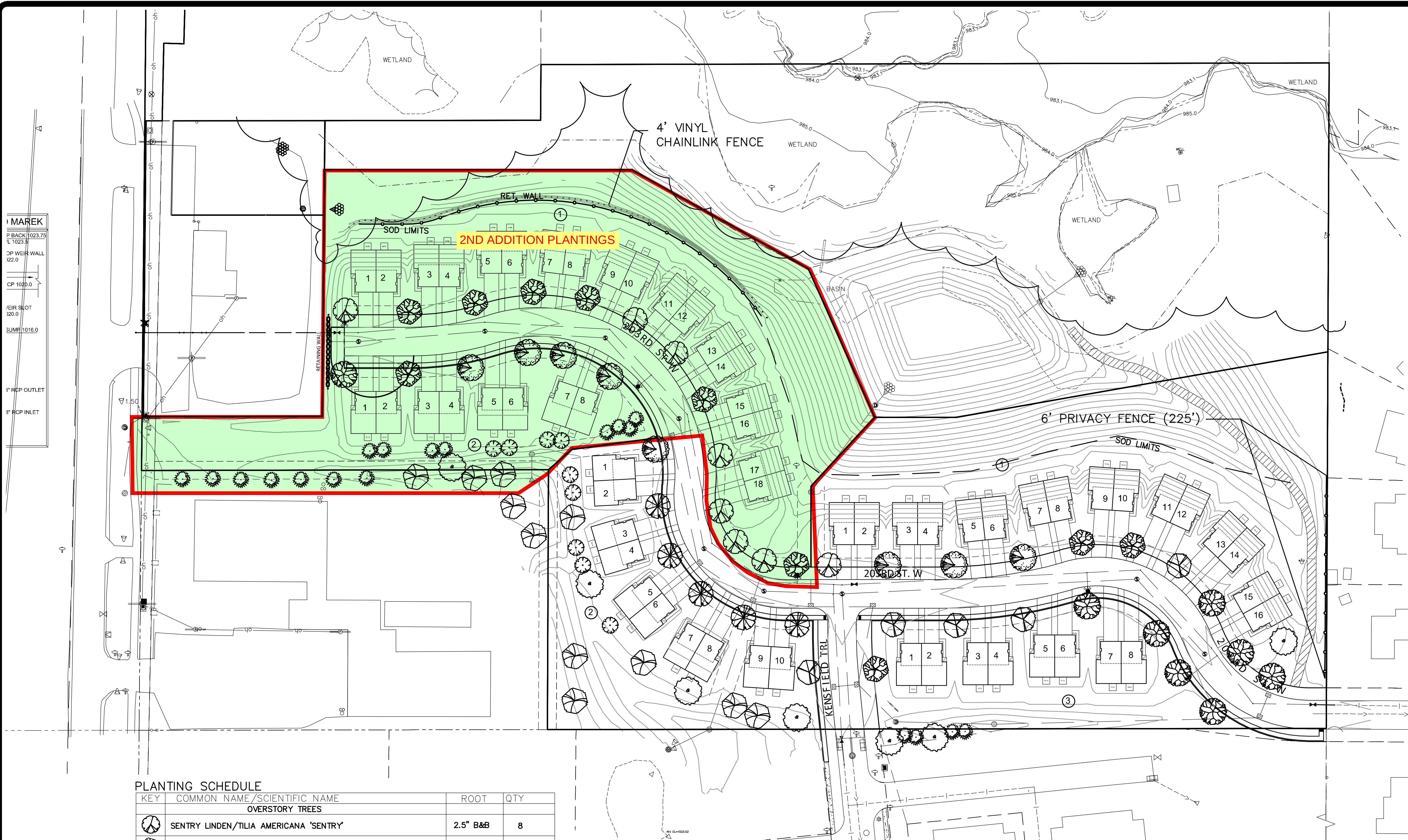
Nathan R. Herman
LICENSE NO: 47982 DATE: 04/16/2025

PROJECT #:
25001
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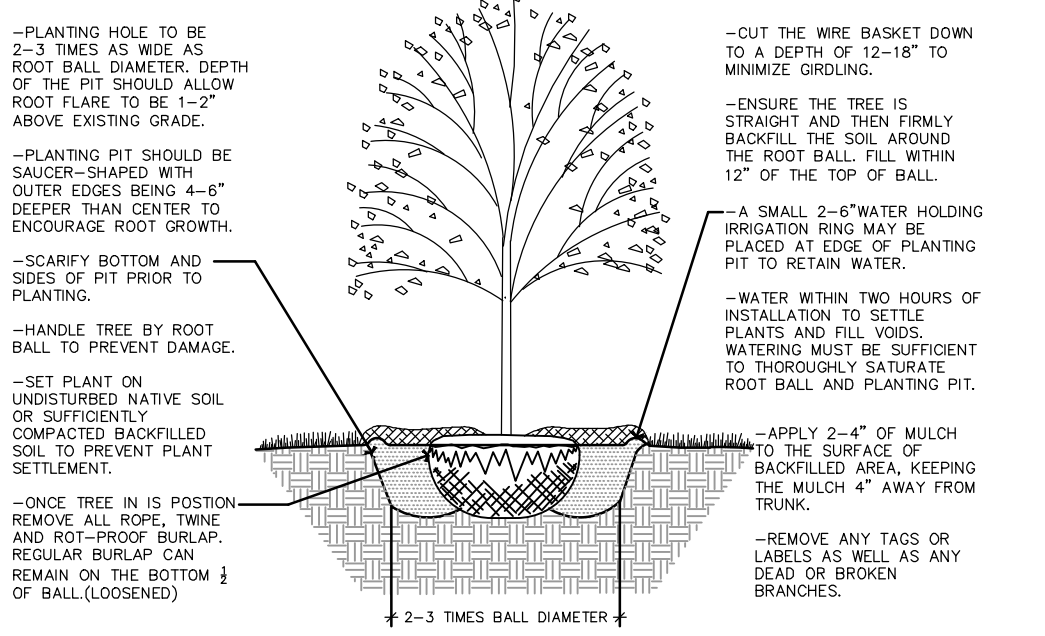
ANTLERS RIDGE 2ND ADDITION
LAKEVILLE, MN
TAMARACK DEVELOPMENT, LLC

**FINAL TREE PRESERVATION
PLAN**

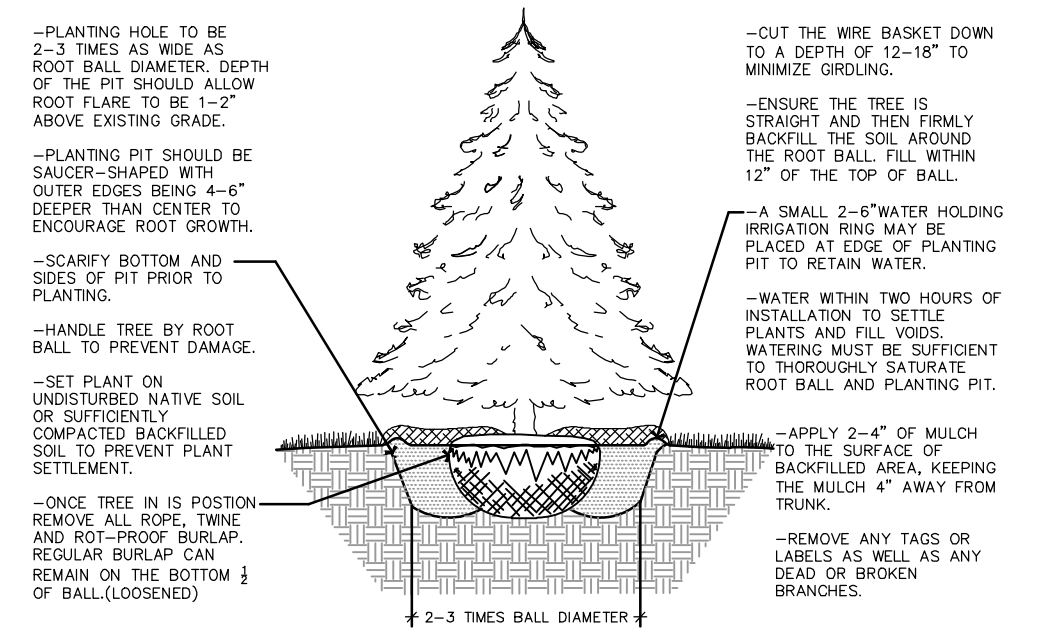
SHEET	PAGE #	REV.
C8.01	13	-



DECIDUOUS TREE PLANTING DETAIL



CONIFEROUS TREE PLANTING DETAIL



LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH Gopher State One Call 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 80 MPH.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE ADDED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

PLANTING SCHEDULE			
KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QTY
OVERSTORY TREES			
	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	2.5" B&B	8
	NORTHERN PIN OAK/QUERCUS ELLIPSOIDALIS	2.5" B&B	10
	THORNLESS HONEYLOCUST/GLEDITSIA TRIACANTHOS VAR INERMIS	2.5" B&B	5
	RIVER BIRCH/BETULA NIGRA 'HERITAGE' (CLUMP)	12-14' B&B	7
	NORTHWOOD MAPLE/ACER RUBRUM 'NORTHWOOD'	2.5" B&B	8
	HACKBERRY/CELTIS OCCIDENTALIS	2.5" B&B	5
	AUTUMN BLAZE MAPLE/ACER FREEMANII 'JEFFERSRED'	2.5" B&B	8
	SWAMP WHITE OAK/QUERCUS BICOLOR	2.5" B&B	11
EVERGREEN TREES			
	BLACK HILLS SPRUCE/PICEA GLUACA VAR DENSATA	8' B&B	19
	NORWAY SPRUCE/PICEA ABIES	8' B&B	9

LANDSCAPE NOTES:

1. FENCE TOP OF RETAINING WALL TALLER THAN 4' (AS SHOWN ON PLAN) TO BE 48" BLACK VINYL CHAINLINK, OR APPROVED EQUAL
2. DISTURBED AREAS TO BE SODDED EXCEPT SLOPE ON NORTH END FROM 1020 CONTOUR (RET. WALL5) TO THE NORTHERN MOST GRADING LIMIT WILL BE SEEDED; SEE GRADING PLAN FOR SEEDING
3. SODDED AREAS TO BE IRRIGATED
4. IRRIGATION DESIGNED BY OTHERS



I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota

Name: Jennifer L. Thompson
Reg. No.: 44763
Date: 1-7-2025

Revisions
10-23-24-updated site plan
1-7-2025-updated site plan

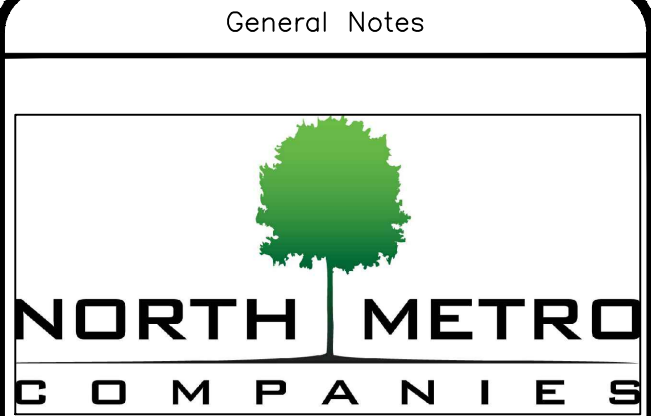
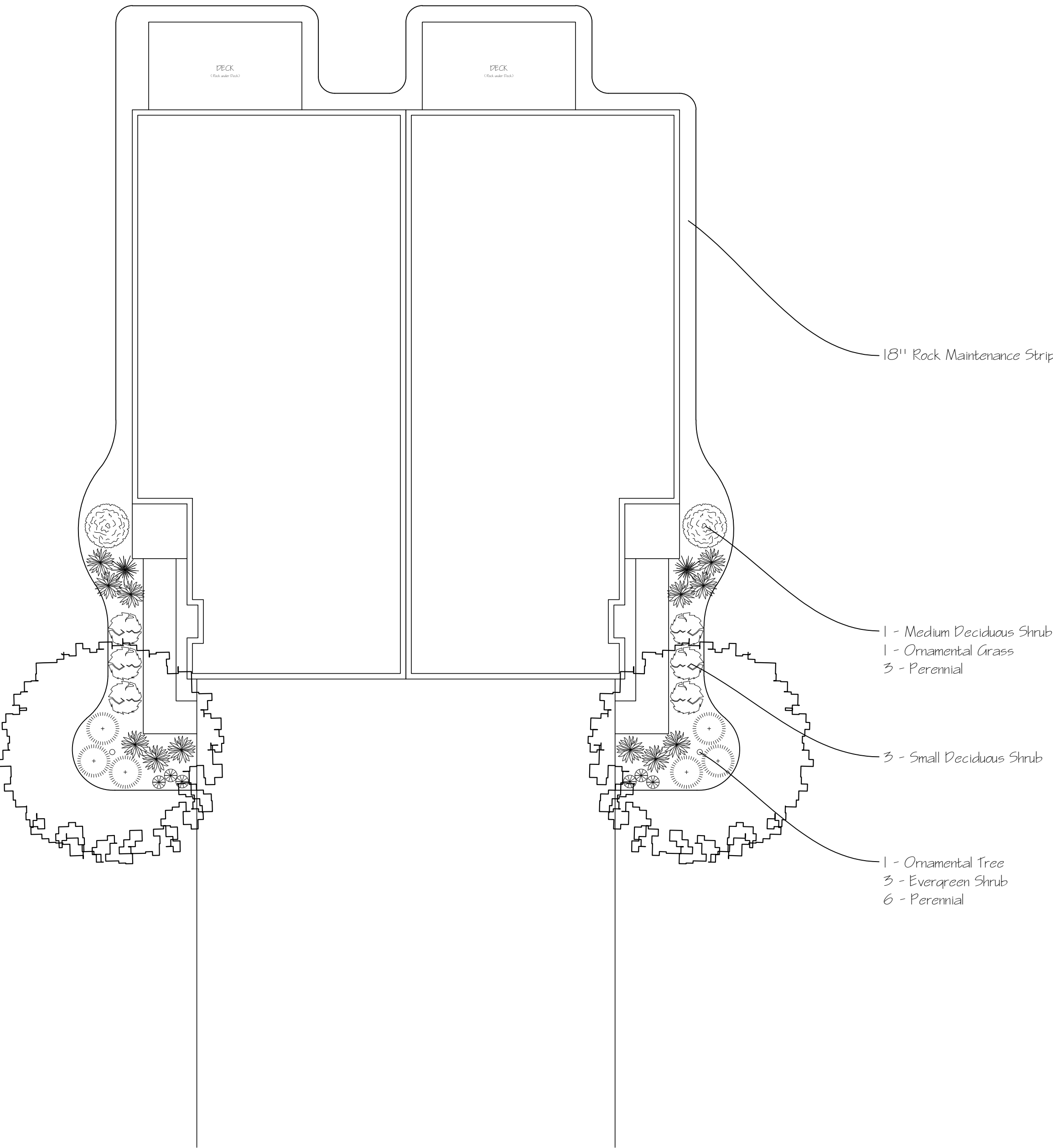
Date: 4-18-24
Designed: JLT
Drawn: JLT

LANDSCAPE PLAN

TAMARACK DEVELOPMENT, LLC
1536 BEACHCOMBER BLVD
WACONIA, MINNESOTA 55387

ANTLERS RIDGE
LAKEVILLE, MINNESOTA

L1.01 OF 1



LENNAR
TWINHOME
LANDSCAPE
PLAN

No.	Revision/Issue	Date

Firm Name and Address

NORTH METRO COMPANIES
2402 HWY 55
MEDINA, MN 55340
(OFFICE) 763-682-6008
(FAX) 763-684-8067

Project Name and Address

Project Residential	Sheet L-1
Date April 13th, 2022	
Scale 1/8" = 1'	



Date: 5/19/2025

South Metro Safe and Vault Interim Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve the interim use permit and adopt the findings of fact for South Metro Safe and Vault.

Overview

John Borchardt, South Metro Safe and Vault submitted an application for an interim use permit to allow outside sales and display of a safe on property located at 16350 Kenrick Loop, zoned C-3, General Commercial District. Outside sales are allowed in the C-3 District but not to exceed 30% of the gross floor area of the leased space and subject to approval of an interim use permit.

The proposed outside sales and display area would include one vehicle parking space located in the southwest corner of the property. There are no changes proposed to the existing parking lot or building. The site would still comply with minimum parking requirements. The proposed outdoor display does not exceed 30% of the leased area.

The Planning Commission held a public hearing on May 8, 2025 to consider the interim use permit request. The Planning Commission unanimously recommended approval, subject to four stipulations. There were no public comments at the public hearing.

Supporting Information

1. Interim Use Permit Resolution
2. Findings of Fact
3. Planning Commission Minutes
4. Planning Report

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**

INTERIM USE PERMIT NO. 25- ____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves an Interim Use Permit for South Metro Safe and Vault to allow outside sales and display of a safe in the C-3, General Commercial District located at 16350 Kenrick Loop.
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 3, Block 1, Jackson's First Addition according to the recorded plat thereof, Dakota County, Minnesota.

3. Conditions. This interim use permit is issued subject to the following conditions:
 - a. Outside sales and display shall be restricted to one parking space, provided it is not an ADA-required stall.
 - b. Outside sales and display shall not obstruct the access to the building and site and shall not impede access by emergency service vehicles.
 - c. Signage shall be installed and maintained in compliance with Zoning Ordinance requirements and subject to approval of a sign permit.
 - d. The interim use permit will terminate at such time that outside sales and display of a safe or vault is no longer occurring on the property or a change of use in building occupancy.
4. Revocation. The City may revoke the interim use permit for cause upon determination that the interim use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.
5. Expiration. This interim use permit shall expire unless the applicant commences the authorized use within one year of the date of this interim use permit unless an extension is approved by the Zoning Administrator.

DATED: May 19, 2025

CITY OF LAKEVILLE

SEAL

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 19th day of **May 2025** by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

SOUTH METRO SAFE AND VAULT INTERIM USE PERMIT

FINDINGS OF FACT AND DECISION

On May 8, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of South Metro Safe and Vault for an interim use permit to allow outside sales and display of a safe in the C-3 District located at 16350 Kenrick Loop. The Planning Commission held a public hearing on the proposed interim use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Planning District No. 1 of the 2040 Comprehensive Plan, which guides the property for commercial uses.
2. The property is currently zoned C-3, General Commercial District.
3. The legal description of the property is: Lot 3, Block 1, Jackson's First Addition according to the recorded plat thereof, Dakota County, Minnesota.
4. Section 11-5-3 states that interim use permits shall be processed according to the standards for a conditional use permit. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

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

Finding: The proposed outside sales and display is a commercial use consistent with the policies and provisions of Planning District 1 of the 2040 Comprehensive Land Use Plan.

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

Finding: The proposed outside sales and display will be compatible with existing and future land uses in the area given compliance with the interim use permit.

- c. **The proposed use conforms with all performance standards contained in the Zoning Ordinance.**

Finding: The proposed outside sales and display will conform with all performance standards contained in the Zoning Ordinance and the City Code given compliance with the interim use permit.

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

Finding: The subject property is served with necessary public services and the outside sales and display of motor vehicles will not overburden the City's service capacity.

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

Finding: Traffic generation will not significantly increase due to the proposed outside sales and display use and is within the capabilities of Kenrick Loop which serves the property.

5. The planning report dated May 8, 2025 prepared by Heather Botten, Senior Planner is incorporated herein.

DECISION

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

DATED: May 19, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier,

Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
May 8, 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.

New Planning Commission member, John Swaney was sworn in by Community Development Recorder Dawn Erickson.

Members Present: Vice Chair Christine Zimmer, Scott Einck, Pat Kaluza, John Swaney, Jason Swenson, Amanda Tinsley, Mark Traffas, Ex-Officio Jeff Hanson.

Members Absent: None

Staff Present: Tina Goodroad, Community Development Director; Kris Jenson, Planning Manager, Heather Botten, Senior Planner, Michael Kutz, Civil Engineer, Dawn Erickson, Community Development Recorder.

4. Approval of the Meeting Minutes

The March 20, 2025 Planning Commission meeting minutes and the April 17, 2025 Planning Commission work session minutes were approved as presented.

5. Announcements

Planning Manager Kris Jenson stated if the agenda items are not tabled they will move forward to the May 19 City Council meeting.

6. South Metro Safe and Vault Interim Use Permit

Vice Chair Zimmer opened the public hearing to consider the application of South Metro Safe and Vault for an interim use permit to allow the outdoor sale and display of a safe as an accessory use in the C-3, General Commercial District. The subject property is located at 16350 Kenrick Loop.

John Borchardt, owner of South Metro Safe and Vault, joined the meeting via Teams and introduced the project.

Senior Planner Heather Botten presented the staff report. Outside sales as an accessory use is allowed in the C-3 district upon approval of an interim use permit, provided the outside sales area does not to exceed 30% of the gross floor area of the leased space. The proposed outside sales and display area would include one vehicle parking space located in the southwest corner of the property. There are no changes proposed to the existing parking lot or building and no additional hard surface is being added to the site. The proposed outdoor display area does not exceed 30% of

the gross floor leased area. Staff recommends approval of the request subject to the four stipulations listed in the report.

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

There was no public comment.

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

Voice vote was taken on the motion.

Ayes – unanimous

Vice Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Einck requested clarification of how this is different than signage. Ms. Botten stated that signage is advertising only the business, and the proposed display is of a safe that is available for purchase.
- Commissioner Traffas inquired if the location of the safe could change. Ms. Botten stated that it would not be able to be moved off the hard surface, but it could be moved to another parking space, as long as it did not take up more than one space. Ms. Botten also stated that if the current yellow safe was sold, they could put out a new safe.

Motion was made by Swenson, seconded by Kaluza to recommend to City Council approval of the interim use permit for outdoor sales and display of a safe or vault in the C-3 District subject to the four stipulations listed below:

1. Outside sales and display shall be restricted to one parking space, provided it is not an ADA-required stall.
2. Outside sales and display shall not obstruct the access to the building and site and shall not impede access by emergency service vehicles.
3. Signage shall be installed and maintained in compliance with Zoning Ordinance requirements and subject to approval of a sign permit.
4. The interim use permit will terminate at such time that outside sales and display of a safe or vault is no longer occurring on the property or a change of use in building occupancy.

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

Nays: 0

7. Heritage Commons 9th Addition

Vice Chair Zimmer opened the public hearing to consider the applications of The Architects Partnership, LTD for a preliminary plat of two commercial lots to be known as Heritage Commons 9th Addition, and the vacation of public drainage and utility easements. The property is located north of 202nd Street (CSAH 50) and east of Idealic Avenue.



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Meeting Date: May 8, 2025 Planning Commission Meeting
Agenda Item: John Borchardt/South Metro Safe and Vault - Interim Use Permit
Application Action Deadline: June 2, 2025

INTRODUCTION

John Borchardt, South Metro Safe and Vault has submitted an application for an interim use permit to allow outside sales and display of a safe on property located at 16350 Kenrick Loop which is zoned C-3, General Commercial District. Outside sales and display are allowed in the C-3 District but not to exceed 30% of the gross floor area of the principal building or building tenant lease space and subject to approval of an interim use permit.

The following exhibits are attached for your information:

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Site Plan with Parking Count
- D. Photo of the Current Safe on Display
- E. Findings of Fact

Surrounding Land Uses and Zoning

- North – Puppy Play and Stay; Zoned C-3, General Commercial District
- South – Multi-tenant building; Zoned C-3, General Commercial District
- East - Leo's South; Zoned C-3 General Commercial District
- West – I-35 and Interstate Storage; Zoned ROW and PUD

STAFF ANALYSIS

South Metro Safe and Vault leases a portion of the 10,320 square foot, multi-tenant commercial building. South Metro Safe and Vaults specializes in the sale of fire and gun safes. Other building tenants include Embroidery and Pleasant Hills Saddle Shop.

The proposed outside sales and display area would include one vehicle parking space located in the southwest corner of the property. There are no changes proposed to the existing parking lot or building. No additional hard surface is being added to the site. Based on the building approval in 1984, the minimum number of required parking spaces is 40. Removing the one space that will be used for the display area, there will be 46 spaces, complying with code requirements. South Metro Safe and Vault operates in about 1,070 square feet of leased area in the building, thirty percent of this area equals 321 square feet. The proposed outdoor display area does not exceed 30% of the gross floor leased area.

In order to provide property owners with greater flexibility on the usage of their property, the city has defined specific interim uses that may be approved for a property, subject to city council approval. Interim uses allow a use that is presently judged to be acceptable by the city council based on the characteristics and circumstances of the specific location, property, or use for which the interim use permit is proposed such that the use will be consistent with the comprehensive plan, complies with the requirements of the zoning ordinance, and is compatible with surrounding land uses, which may be effected as a result of any change to the nature of the interim use or existing uses and development in the area.

An interim use shall terminate on the happening of any of the following events, whichever occurs first:

- A. The date or event stated in the permit.
- B. Upon violation of conditions under which the permit was issued.
- C. Upon change in the city's zoning regulations which renders the use nonconforming.

Interim Use Permit Criteria. Section 11-5-5 of the Zoning Ordinance requires that an interim use permit comply with the following:

- A. Meet the standards of a conditional use permit set forth in subsection 11-4-3E of this title.

See attached findings of fact.

- B. Conform to the applicable general performance standards of Section 11-4-7 of this title.

Staff has reviewed the performance standards in Section 11-4-7 and finds that the interim use permit application meets all applicable standards, including site access and parking. The property requires 40 parking spaces for the retail and service building. A total of 46 parking spaces are provided on-site.

- C. The use is allowed as an interim use in the respective zoning district.

The proposed outside sales and display is allowed by interim use permit in the C-3 District.

- D. The date or event that will terminate the use can be identified with certainty.

The interim use permit shall terminate upon a change of building occupancy or when the safe and vault use with outside sales and display is no longer operating from the property.

- E. The use will not impose additional unreasonable costs on the public.

The proposed outside sales and display will not impose costs on the public.

- F. The user agrees to any conditions that the city council deems appropriate for permission of the use.

The applicant shall comply with the recommendations stipulated in the planning report as approved by the City Council.

RECOMMENDATION

Community Development Department staff recommend approval of the interim use permit for outside sales and display of a safe or vault in the C-3 District subject to the following stipulations:

1. Outside sales and display shall be restricted to the one parking space in the area identified on the approved site plan.
2. Outside sales and display shall not obstruct the access to the building and site and shall not impede access by emergency service vehicles.
3. Signage shall be installed and maintained in compliance with Zoning Ordinance requirements and subject to approval of a sign permit.
4. The interim use permit will terminate at such time that outside sales and display of a safe or vault is no longer occurring on the property or a change of use in building occupancy.

Findings of fact for the interim use permit are attached.



I-35

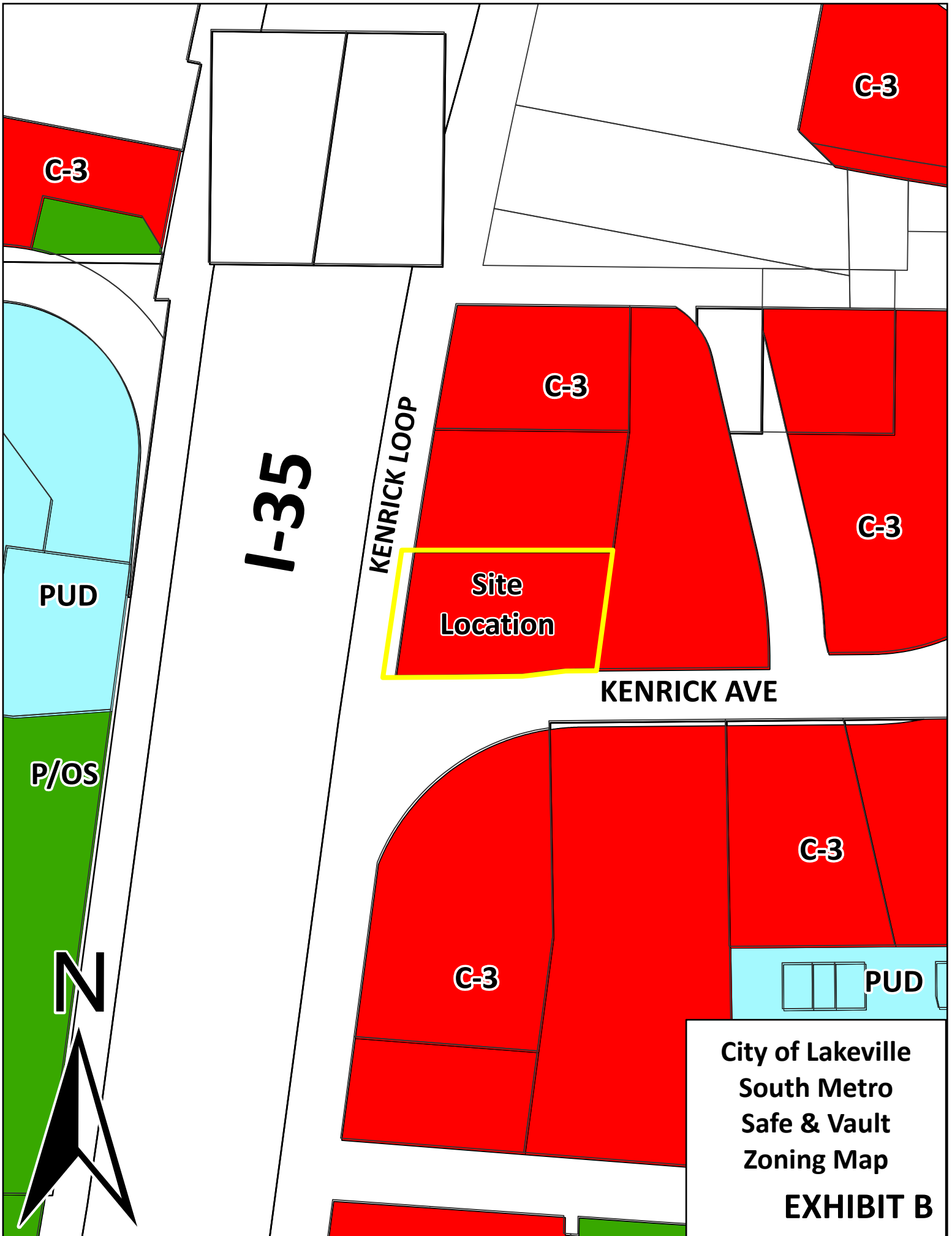
KENRICK LOOP

**Site
Location**

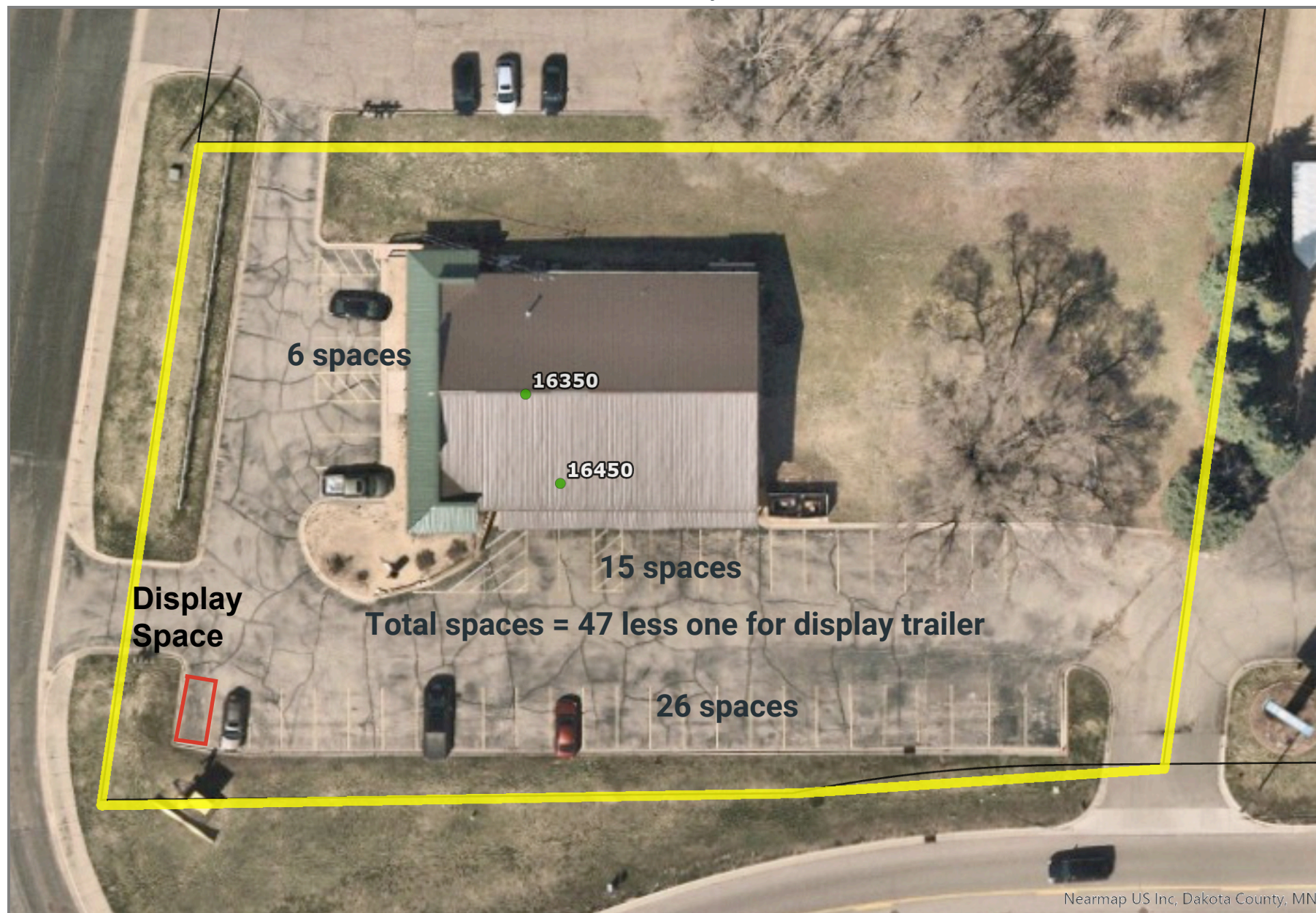
KENRICK AVE

**City of Lakeville
South Metro
Safe & Vault
Site Location Map**

EXHIBIT A



City of Lakeville
 South Metro
 Safe & Vault
 Zoning Map
EXHIBIT B



Nearmap US Inc, Dakota County, MN



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 38 feet
3/6/2025



Exhibit D

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

SOUTH METRO SAFE AND VAULT INTERIM USE PERMIT

FINDINGS OF FACT AND RECOMMENDATION

On May 8, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of John Borchardt/South Metro Safe and Vault for an interim use permit to allow outside sales and display of a safe or vault in the C-3 District located at 16350 Kenrick Loop. The Planning Commission held a public hearing on the proposed interim use permit preceded by published and mailed notice. The applicant was present, and the Planning Commission heard testimony from all interested persons wishing to speak.

FINDINGS OF FACT

1. The property is located in Planning District No. 1 of the 2040 Comprehensive Plan, which guides the property for commercial uses.
2. The property is currently zoned C-3, General Commercial District.
3. The legal description of the property is: Lot 3, Block 1, Jackson's First Addition according to the recorded plat thereof, Dakota County, Minnesota.
4. Section 11-5-3 states that interim use permits shall be processed according to the standards for a conditional use permit. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

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

Finding: The proposed outside sales and display is a commercial use consistent with the policies and provisions of Planning District 1 of the 2040 Comprehensive Land Use Plan.

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

Finding: The proposed outside sales and display will be compatible with existing and future land uses in the area given compliance with the interim use permit.

- c. **The proposed use conforms with all performance standards contained in the Zoning Ordinance.**

Finding: The proposed outside sales and display will conform with all performance standards contained in the Zoning Ordinance and the City Code given compliance with the interim use permit

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

Finding: The subject property is served with necessary public services, and the outside sales and display will not overburden the City's service capacity.

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

Finding: Traffic generation will not significantly increase due to the proposed outside sales and display use and is within the capabilities of Kenrick Loop which serves the property.

5. The planning report dated May 8, 2025 prepared by Heather Botten, Senior Planner is incorporated herein.

RECOMMENDATION

The Planning Commission recommends that the City Council approve the interim use permit conditioned upon compliance with the planning report prepared by Heather Botten, Senior Planner dated May 8, 2025.

DATED: May 8, 2025

LAKEVILLE PLANNING COMMISSION

BY: 
Christine Zimmer, Vice Chair



Date: 5/19/2025

Confirmation of Planning Commission Chair

Proposed Action

Staff recommends adoption of the following motion: Move to confirm the election of Christine Zimmer as Chair of the Planning Commission for 2025.

Overview

Chapter 2-1-4A.1 of the City Code requires City Council confirmation of the election of Christine Zimmer as Chair of the Planning Commission from April 2025 to April 2026. Ms. Zimmer was elected Chair of the Planning Commission on a unanimous vote at the May 8, 2025 Planning Commission meeting. Former Chair Jenna Majorowicz's term ended in March 2025 and she did not apply for re-appointment. Ms. Zimmer was appointed to the Planning Commission by the City Council in April 2020 and served as the Vice Chair since January 2023. The City Code allows a Planning Commission member to serve up to three consecutive years as the Chair.

Supporting Information

None

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Kris Jenson, Planning Manager
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Date: 5/19/2025

Extension of On-Sale Liquor License Babe's Sportsbar and Grill Pan-O-Prog Events

Proposed Action

Staff recommends adoption of the following motion: Move to approve the extension of Babe's Sportsbar and Grill's on-sale liquor license premise to include the fenced-in parking lot on July 10-12, 2025 subject to the stipulations provided in the staff report.

Overview

Babe's Sportsbar and Grill is requesting an extension of their liquor license premise to include the fenced-in parking lot with live music during their annual Pan-O-Prog events. These events have been held for several years without major issues.

A site plan, schedule of events, and certificate of insurance have been provided. Babe's owner, Tom Tomaro, will send a letter to the surrounding neighbors advising them of the scheduled events.

The police department reviewed the request and has no objection to the extension of the licensed premise, provided Babe's abides by the site plan and the attached list of stipulations.

Supporting Information

1. Letter of Request
2. 2025 List of Events
3. Site Plan
4. Babe's stipulations

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Ann Orlofsky, City Clerk

April 8th, 2025

Mayor Hellier
Council Members
City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Dear Mayor Hellier and Council Members:

Babe's Hometown Bar respectfully requests an extension of our on-sale liquor license to allow the sale of alcoholic beverages and live entertainment in the fenced in parking lot on July 10th - 12th, 2025. Enclosed is a site plan, schedule of events, certificate of insurance and a letter to immediate neighbors that we hope will meet with your satisfaction.

We are aware that the Chief of Police, the Fire Chief or his designee has the authority to direct the event manager to control the level of noise and terminate any event due to security concerns or inclement, hazardous weather.

Sincerely,

Thomas J. Tomaro

Babe's Hometown Bar

C.C. Ann Orlofsky
Fire Marshall

Pan-O-Prog 2025

Babes Hometown Bar

Thursday, July 10th

- Food and drinks available inside and out until midnight, no drinks after midnight outside. 6 security, family fun event no minors after 9:30 PM.
- Indoor dance with band: "Junk FM" 9:30PM-1:30AM
- No cover charge.

Friday, July 11th

- Cruise Night 5:00PM food and beverage outdoors. Outdoor food sales "Johnny Holm Band" 8:00PM-12:00AM. Inspection by Fire Marshall. Ice truck delivered, bar stools removed indoors, no glass on site.
- 6 Police Reservists/Officers.

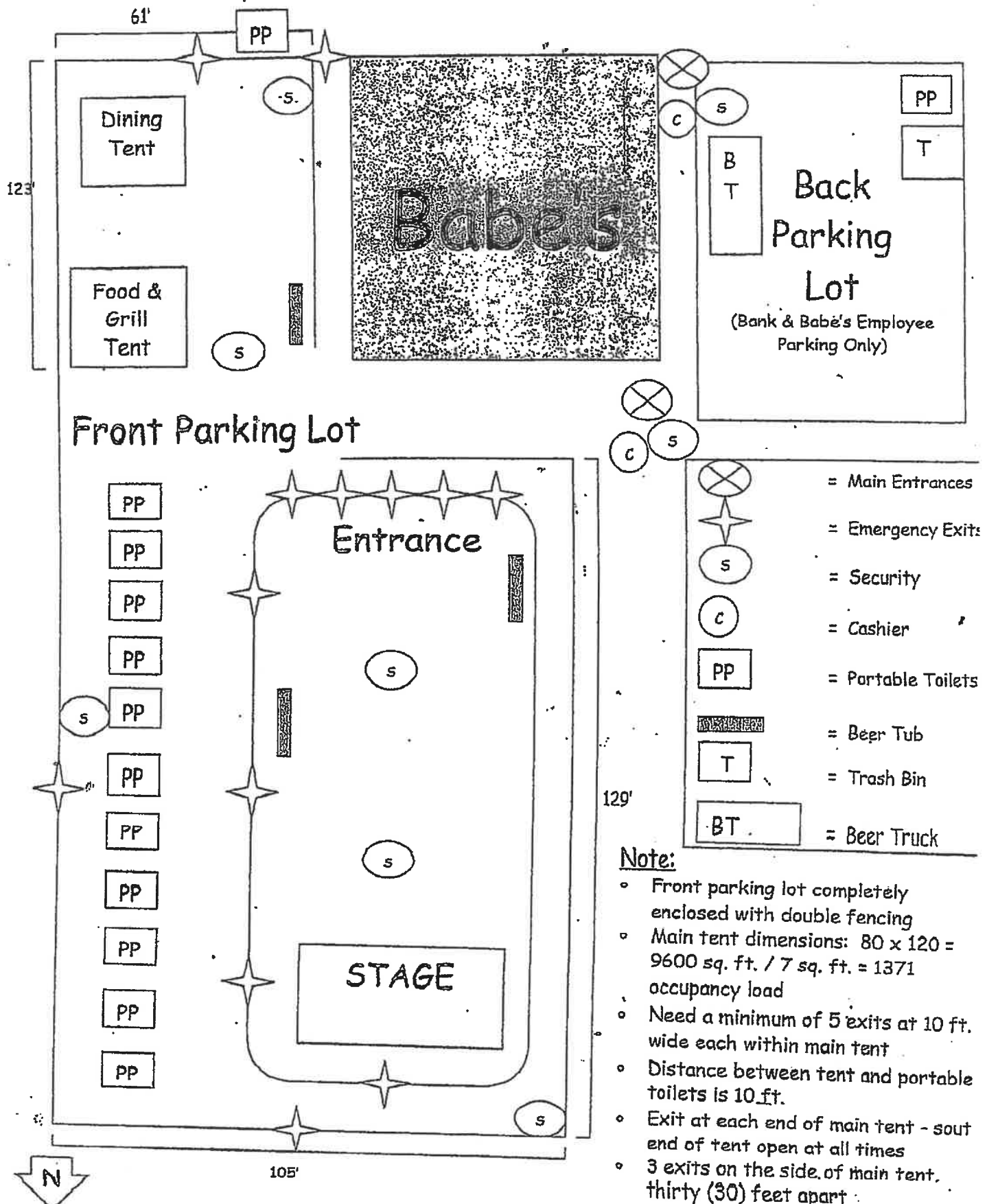
Saturday, July 12th

- All day food and beverage, outdoor food sales only, no glass on site.
- "Good For Gary" music 8:00PM-12:00AM
- 6 Police Reservists/Officers

Provisions

- All minors out by 9:30PM, those of non-legal consumption age will be wrist-banded for easy identification at 5:00 PM
- 10 full time security July 11th and 12th radios with headsets will be used for communication.
- Back parking lot for Babe's and Wells Fargo Employees Only.
- Building to be cleared of all non-management personnel by 3:30AM.

BABE'S PAN-O-PROG SITE MAP



Stipulations-Babe's

- Double fencing shall be erected around the site per the submitted site plan.
- Portable toilets listed and placed per the submitted site plan
- Notification, via letter, shall be sent to surrounding neighbors expected to be impacted by the event advising them of the event schedule.
- Controlled access to the event with Babe's security personnel to identify and wrist band those of legal age to consume alcohol
- Persons under 21 years of age may attend the event but are required to exit by 9:30 p.m.
- All outdoor live music shall cease by midnight on Friday and Saturday.
- All outside alcohol service shall cease at midnight on Thursday.
- All alcohol service shall cease at midnight on Friday and Saturday.
- Babe's security shall assist the police department in clearing the establishment after midnight.
- The closing time must be prominently displayed throughout so there is no confusion at the end of the evening when patrons are asked to leave.
- For all events, Babe's shall hire uniformed police officers to supplement their security staff as required by the police department.
- The Police Chief, Fire Chief or designee may direct the event manager to control the level of noise and/or terminate the event at any time.
- Babe's shall submit a tent plan to the Fire Inspector and comply with fire code requirements.



Date: 5/19/2025

Accept Donation of Real Property

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution accepting the donation of real property.

Overview

On February 3, 2020, the City Council approved the final plat of Bennett Bluffs, a subdivision of 24 single family home lots to be developed by CNC Development III, LLC. The final plat included three outlots, two that were deeded to the City at the time of final plat because they contained wetlands and stormwater ponding while the third outlot was retained by the Developer.

Earlier this year, a representative of CNC Development III, LLC contacted Community Development staff and expressed a desire to donate Outlot C, Bennett Bluffs, to the City. The parcel is 1.3 acres and is surrounded on three sides by city-owned wetlands and stormwater ponds. CNC Development III, LLC has since provided a signed Warranty Deed to convey Outlot C to the City.

Supporting Information

1. Resolution Accepting Donation of Real Property
2. Location Map

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Kris Jenson, Planning Manager
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**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

RESOLUTION ACCEPTING DONATION OF REAL PROPERTY

WHEREAS, CNC Development III, LLC (“Owner”) is the fee owner of certain real property located within the City of Lakeville (“City”), legally described as Outlot C, Bennett Bluffs, Dakota County, Minnesota, according to the recorded plat thereof (“Property”); and

WHEREAS, Owner desires to donate the Property to the City; and

WHEREAS, the City is generally empowered to accept donations of real and personal property pursuant to Minnesota Statutes, Section 465.03 *et. seq.* for the benefit of its citizens; and

WHEREAS, the City desires to accept the donation of the Property for the benefit of the citizens of the City for the purposes of managing natural resources; and

WHEREAS, Minnesota Statutes, Section 465.03 requires that all gifts and donations of real property or personal property be accepted by a resolution of the City Council adopted by a two-thirds majority of its members.

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

1. The City Council hereby accepts the donation of the Property by Owner(s), provided that the Owner executes a Warranty Deed transferring its ownership interest in the Property to the City, has paid the first half real estate taxes together with any penalties due in 2025 and executes all documents necessary for recording the Warranty Deed. The City will be responsible for second half taxes for the Property, provided the Warranty Deed is recorded prior to July 1, 2025.
2. The City will record the Warranty deed provided by Owner(s) at the sole expense of the City. The Mayor and City Clerk are authorized to execute any documents and to take all appropriate measures necessary to effectuate the transfer of ownership of the Property. The City Clerk is specifically designated as the person who can sign IRS Form 8283.

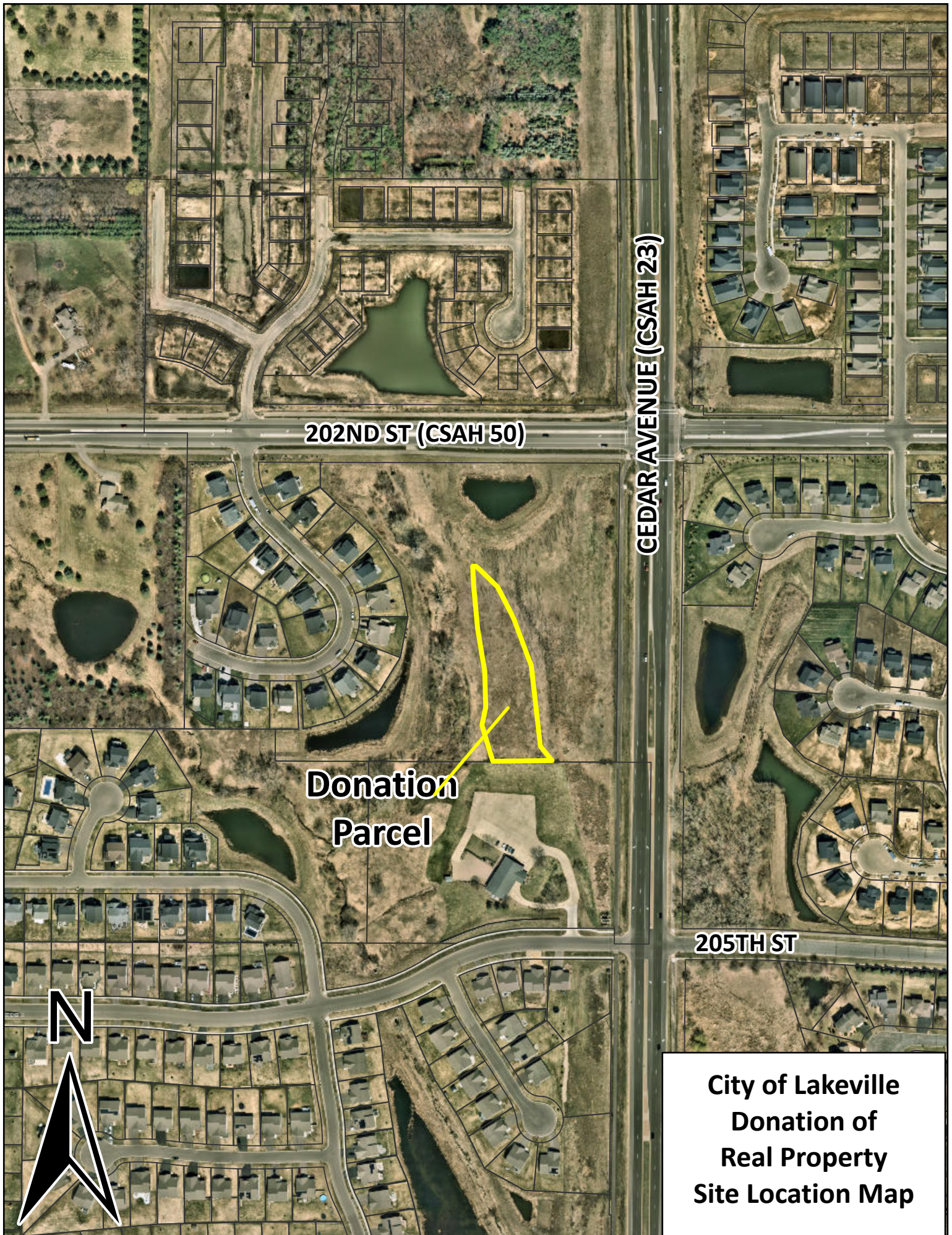
ADOPTED and by the Lakeville City Council this _____ day of _____, 2025.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



**City of Lakeville
Donation of
Real Property
Site Location Map**



Date: 5/19/2025

Brookshire 4th Addition Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to adopt a resolution approving the Brookshire 4th Addition final plat.

Overview

Forestar (USA) Real Estate Group, Inc. is requesting approval of the Brookshire 4th Addition final plat of 80 single family lots and 74 attached townhome lots on 75.6 acres located south of 173rd Street and west of future Diamond Path (future CSAH 33). This is the fourth phase of the preliminary plat of 555 single family lots and 181 attached townhome lots that was approved by the City Council on May 2, 2022. The Brookshire final plat of 94 single family lots was approved by the City Council on July 5, 2022, the Brookshire 2nd Addition final plat of 104 single family lots was approved by the City Council on June 5, 2023, and the Brookshire 3rd Addition final plat of 58 single family lots and 36 attached townhome lots was approved by the City Council on June 17, 2024.

A stipulation of the development contract is that the Developer enter into an agreement regarding a private irrigation system that re-uses stormwater. These systems have become more common and Environmental Resources and Engineering staff are working with the City Attorney's office to draft a standard agreement, much like the stormwater maintenance agreement that is required whenever a stormwater system is privately maintained. The language of the irrigation agreement is still being finalized, and the Developer has requested to delay consideration of the development contract until both documents can be brought forward for approval. Staff requests approval of the final plat in the interim, with the approval being subject to City Council approval of the development contract and irrigation agreement prior to recording.

Supporting Information

1. Final Plat Resolution
2. April 22, 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: Kris Jenson, Planning Manager

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 25-_____**

RESOLUTION APPROVING THE FINAL PLAT OF BROOKSHIRE 4TH ADDITION

WHEREAS, the owner of the property described as **BROOKSHIRE 4TH ADDITION** has requested final plat approval; and

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

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

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. The **BROOKSHIRE 4TH ADDITION** final plat is approved subject City Council approval of the development contract, irrigation agreement, and security requirements.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 19th day of May 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the **19th** day of **May 2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky
City Clerk

(SEAL)

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



City of Lakeville
Community Development Dept

Memorandum

To: Tina Goodroad, Community Development Director
From: Kris Jenson, Planning Manager
Date: April 22, 2025
Subject: Brookshire 4th Addition Final Plat
Application Action Deadline: May 24, 2025

INTRODUCTION

Forestar (USA) Real Estate Group, Inc. has submitted an application and plans for the final plat of Brookshire 4th Addition, which includes 80 single family lots and 74 attached townhome lots on 75.6 acres located south of 173rd Street and west of future Diamond Path (future CSAH 33). This is the fourth phase of the preliminary plat of 555 single family lots and 181 attached townhome lots that was approved by the City Council on May 2, 2022. The Brookshire final plat of 94 single family lots was approved by the City Council on July 5, 2022, the Brookshire 2nd Addition final plat of 104 single family lots was approved by the City Council on June 5, 2023, and the Brookshire 3rd Addition final plat of 58 single family lots and 36 attached townhome lots was approved by the City Council on June 17, 2024. The lot, block and street design of the Brookshire 4th Addition final plat is consistent with the approved preliminary plat. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

EXHIBITS

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

PLANNING ANALYSIS

Existing Conditions. The Brookshire 4th Addition final plat area consists of two parcels, Outlots F and G, Brookshire 3rd Addition. The parcels were previously used for agricultural purposes.

Zoning. The parcels to be platted are zoned RST-2, Single and Two-Family Residential District, for which single family homes are a permitted use and RM-1, Medium Density Residential District, for which attached townhomes are a permitted use.

Lot Area. Single family lots within the RST-2 District are required to provide a minimum lot area of 8,400 square feet for interior lots and 10,200 square feet for corner lots. The 80 lots within the RST-2 District area of the final plat meet the minimum square footage required.

Lot Width/Depth. The minimum lot width for single-family lots within the RST-2 District is 70 feet for interior lots and 85 feet for corner lots. All lots meet the minimum lot width/depth requirements.

Single Family Setbacks. Setback requirements for single-family lots in the RST-2 District are outlined below:

Front	Side (Interior)	Side (Corner)	Rear	Rear (Buffer)
20 feet house 25 feet garage	7 feet	20 feet	30 feet	50 feet

The proposed building pads meet the minimum setback requirements for interior and corner lots.

Attached Townhome Setbacks. Setback requirements for attached townhome lots in the RM-1 District are outlined below:

Base Lot	Between Detached Units	Front Yard (to ROW)
30 feet	14 feet	20 feet (front) 25 feet (garage)

Development Density. The Brookshire 4th Addition final plat consists of 80 single family lots and 74 attached townhome lots 75.6 acres, for a gross density of 2.04 units per acre. Removing the future county road and major collector road right of way and the outlot to be retained by the Developer for future development leaves 37.97 acres to be developed, resulting in a net density of 4.06 units per acre.

Homeowner's Association (HOA). Prior to the issuance of building permits for the attached townhome units, the Developer must submit HOA documents for review and approval by the City Attorney. The approved HOA documents must then be recorded prior to the issuance of building permits for attached townhome units.

Outlots. There is one outlet proposed with the Brookshire 4th Addition final plat.

Outlot A is 31.18 acres in area and will be retained by the property owner for future development.

Access. Construction access to Brookshire 4th Addition will be determined during final plan review. Construction access to the site from Eagleview Drive and 173rd Street west of the Brookshire subdivision is prohibited.

Streets & Right-of-Way. Brookshire 4th Addition is adjacent to or will include the construction of the following streets:

175th Street (future CSAH 9) is a future minor arterial county highway that bisects the plat and will be extended to the east and connect to the future Diamond Path (CSAH 33). The Brookshire 4th Addition final plat is dedicating the full 120-foot right-of-way for the portion of the roadway within the plat boundary (1.53 acres). Construction of the two-lane divided roadway will occur with the development of Brookshire 4th Addition. The City and County are partnering for the design and construction of 175th Street Drive. See the April 22, 2025 Engineering report for more information.

Diamond Path (future CSAH 33) is a future major collector roadway that runs along the east border of the plat. The current Dakota County Plat Needs Map indicates a right of way requirement of 80 feet, which is dedicated with the Brookshire 4th Addition final plat (4.92 acres). Diamond Path will be under the jurisdiction of Dakota County from 170th Street to the intersection with 175th Street (future CSAH 9) and under the City's jurisdiction south of 175th Street. Construction of the roadway is not identified in the City's or the County's current Capital Improvement Plan. The Developer shall install "Future County Roadway/Future City Roadway" signs along the east plat boundary until Diamond Path is constructed. Driveway access to Diamond Path from Lots 7 – 12 and 24, Block 5 is prohibited.

Draft Horse Boulevard is along the west side of the plat and will be a local, 32-foot-wide residential street within a 60-foot-wide right of way with a sidewalk on one side of the street. The right of way for Draft Horse Boulevard was platted with the Brookshire 3rd Addition final plat.

174th Street will be a local, 32-foot-wide residential street within a 60-foot-wide right of way that extends east from Draft Horse Boulevard and ends at Dimension Avenue. There will be a sidewalk along one side of the street.

178th Street will be a local, 32-foot-wide residential street within a 60-foot-wide right of way that extends east from the intersection of Draft Horse Boulevard and Eagleview Drive. There will be a sidewalk along one side of the street. The Developer must construct a temporary turnaround at the east end of the street, place barricades and a "Future Street Extension" sign, as well as provide the City with a temporary easement for the turnaround and a \$2,500 cash escrow for the future removal of the turnaround.

Dimension Avenue will be a local, 32-foot-wide residential street within a 60-foot-wide right of way that extends south from 173rd Street before looping north and ending at 174th Street. There will be a sidewalk along one side of the street.

Dixon Circle will be a local, 32-foot-wide looped residential street within a 60-foot-wide right of way that begins and ends at Draft Horse Boulevard. There will be a sidewalk along one side of the street.

Diplomat Loop will be a 24-foot-wide private drive that intersects Draft Horse Boulevard on both ends of the street and provides access to the attached townhomes. Forty-one guest parking spaces are provided in six locations along the private drive. Diplomat Way must be posted as no parking zones on both sides of the driveway.

Trails. Trails will be constructed along both sides of future CSAH 9 at the time of construction. See the April 22, 2025 Engineering report for more information.

Landscaping. Buffer yard landscaping will be planted along the west sides of future Diamond Path and both the north and south sides of 175th Street. Both overstory and evergreen trees are proposed to create a minimum 10-foot-tall visual buffer. The following lots must each have a \$1,000 escrow submitted for buffer yard sodding to the rear/side property line:

- Lots 1-17, Block 3
- Lots 7-12 and 24, Block 5

In addition, trees are proposed within the common area lots around the attached townhomes. An escrow of \$451,343.50 must be submitted with the final plat for the landscaping on site.

Park Dedication. A cash contribution of \$760,192.00 is required with the final plat to satisfy the Park Dedication requirement for Brookshire 4th Addition. Please see the March 25, 2025 engineering report for more details.

Tree Preservation. No additional tree removal is required with the Brookshire 4th Addition final plat.

Wetlands. A wetland delineation was completed and approved in conjunction with the preliminary plat and there are no impacts to wetlands within the Brookshire 4th Addition.

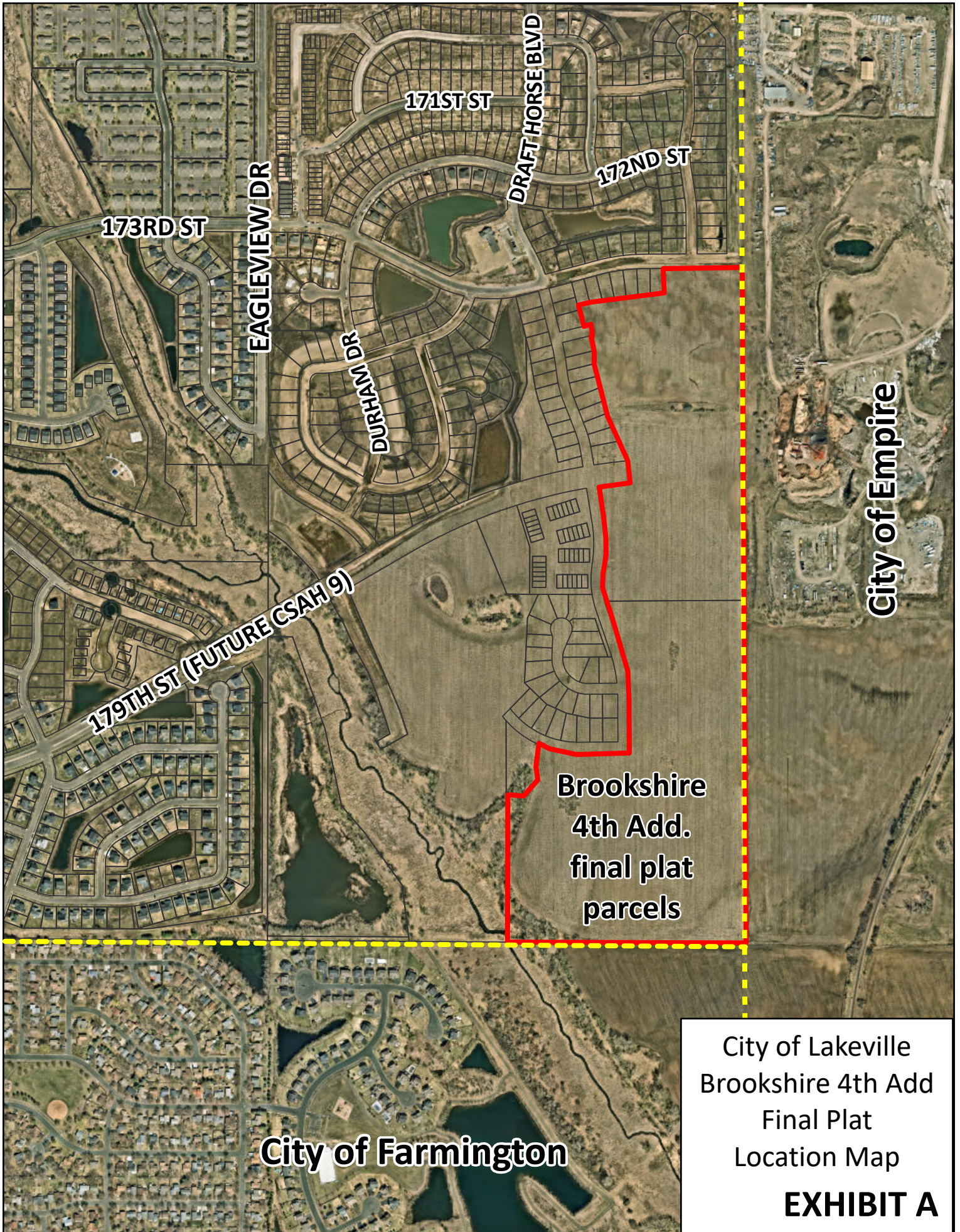
Grading, Drainage and Erosion Control. The final plat includes grading, drainage and erosion control plans. Grading, drainage and erosion control is discussed in more detail in the March 25, 2025 engineering report.

RECOMMENDATION

The Brookshire 4th Addition final plat is consistent with the approved preliminary plat and complies with the requirements of the Zoning and Subdivision Ordinances. Community Development Department staff recommends approval of the Brookshire 4th Addition final plat subject to the following conditions:

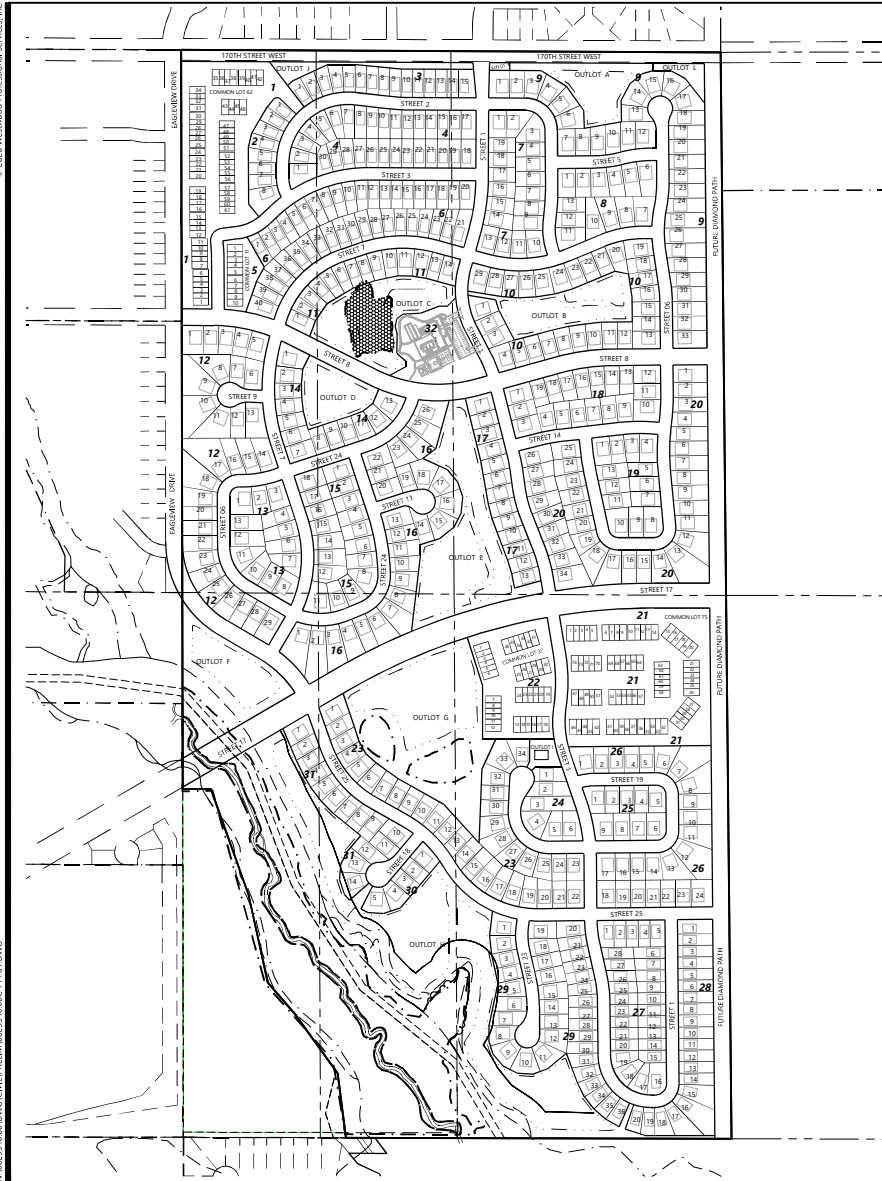
1. The recommendations listed in the April 22, 2025 engineering report.

2. The developer shall pay \$760,192.00 in park dedication fees with the final plat.
3. An escrow of \$451,343.50 must be submitted with the final plat for site and buffer yard landscaping.
4. The following lots are required to submit a \$1,000 escrow with the building permit for the installation of sod in the side or rear yard to the property line:
 - Lots 1-17, Block 3
 - Lots 7-12 and 24, Block 5
5. Five-foot-wide concrete sidewalks shall be constructed along one side of all public streets, at the developer's expense, as shown on the approved final plat plans.
6. The Developer must construct a temporary turnaround at the east end of the street, place barricades and a 'Future Street Extension' sign, as well as provide the City with a temporary easement for the turnaround and a \$2,500 cash escrow for the future removal of the turnaround.
7. The Developer shall install "Future County Roadway" signs along the east boundary of Block 3 and "Future City Roadway" signs along the east boundary of blocks 4 and 5 until Diamond Path is constructed.
8. Driveway access to Diamond Path from Lots 7 – 12 and 24, Block 5 is prohibited.
9. Prior to the issuance of building permits for the attached townhome units, the developer must submit the homeowner's association documents for review and approval by the City Attorney and then record the HOA documents with Dakota County.



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PROPERTY DESCRIPTION

SEE EXISTING CONDITIONS SHEET FOR PROPERTY DESCRIPTION

SITE DEVELOPMENT DATA

EXISTING ZONING:	RS-3
PROPOSED ZONING:	RS-3 (BLOCKS 1, 2, 21, 22)
GROSS SITE AREA:	298.93 AC / 13,021,391 SF
MAJOR ROW (170TH ST., STREET 17 & FUTURE DIAMOND PATH):	20.34 AC / 886,010 SF
EXISTING WETLANDS:	23.35 AC / 1,017,126 SF
FLOOD PLAIN (NOT WET):	6.24 AC / 271,814 SF
NET SITE AREA:	248,000 AC / 10,946,440
PARK DEDICATION:	2.10 AC / 91,475 SF
DEVELOPMENT SUMMARY:	
MULTI-FAMILY TOWNHOMES:	181 HOMES
SINGLE FAMILY HOMES:	555 HOMES
55' SELECT / EXPRESS SELECT (82.3,4,6,11(1-10,13,14),27,28,29(20-36)):	170 LOTS (30.6%)
70' RAISED RANCH / HORTON SINGLE FAMILY:	385 LOTS (69.4%)
TOTAL HOMES:	736 HOMES
PROJECT OPEN SPACE:	70.86 AC / 3,086,661 SF
SEE OUTLOT TABLE BELOW	
PROJECT DENSITY:	
GROSS:	±2.47 UN/AC
NET:	±2.96 UN/AC
PROPOSED WETLAND IMPACT:	61,252 SF (1.406 AC)
PROPOSED WETLAND IMPACT (VIA OFFSITE CREDIT PURCHASE):	122,504 SF (2.812 AC)

SINGLE FAMILY LOT STANDARDS

STANDARD	70' SINGLE FAMILY	55' SINGLE FAMILY
MINIMUM LOT AREA	6,400 SF	7,500 SF
AVERAGE LOT AREA	11,731 SF	8,787 SF
MINIMUM LOT WIDTH	70' @ FRONT SBK	55' @ FRONT SBK
MIN. CORNER LOT WIDTH	80' @ FRONT SBK	70' @ FRONT SBK
MINIMUM LOT DEPTH	125'	100'
MAX. BLDG COVERAGE	40%	40%
SETBACKS		
FRONT	20' / 25' GARAGE	20' / 25' GARAGE
FRONT TO INTERIOR LOT	7' / 7' 14" TOTAL	7' / 7' 14" TOTAL
SIDE CORNER LOT	20'	20'
REAR	30'	30'
OVERALL AVERAGE LOT AREA:	10,789 SF	

MULTI-FAMILY LOT STANDARDS

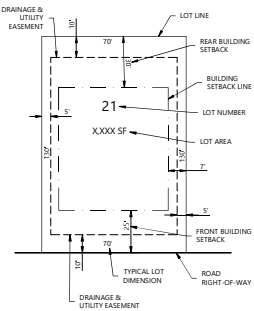
STANDARD	
SETBACKS	
FRONT TO ROW	25' TO GARAGE
FRONT TO PRIVATE DRIVE	30' TO GARAGE
SIDE TO ROW	25'
REAR	30'
BETWEEN BUILDINGS	20'
DENSITY	5,000 SF PER UNIT MIN.
	5,303 SF/UNIT PROVIDED

- PARKING PROVISIONS:
- REQUIRED GUEST PARKING: 0.5 STALL PER UNIT X 177 UNITS = 90.5 STALLS
 - PROVIDED GUEST PARKING: 96 STALLS

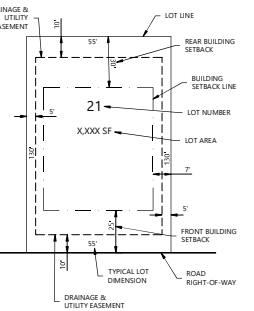
OUTLOT TABLE

OUTLOT	USE	OWNERSHIP	GROSS AREA (AC)	GROSS AREA (SF)
A	PONDING / OPEN SPACE	CITY	2.20 AC	95,607 SF
B	PONDING	CITY	2.30 AC	100,208 SF
C	PONDING / OPEN SPACE / PARK	HOA	4.04 AC	175,515 SF
D	PONDING	CITY	1.88 AC	81,783 SF
E	PONDING / OPEN SPACE	CITY	6.34 AC	276,376 SF
F	PONDING / OPEN SPACE	CITY	4.76 AC	207,356 SF
G	PONDING / OPEN SPACE	CITY	5.16 AC	225,980 SF
H	PONDING / OPEN SPACE	CITY	32.88 AC	1,430,141 SF
I	PARK	HOA	0.43 AC	18,574 SF
J	OPEN SPACE	HOA	0.78 AC	34,098 SF
K	MONUMENT SIGN	HOA	0.08 AC	3,619 SF
L	OPEN SPACE	HOA	0.43 AC	18,601 SF

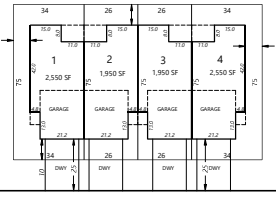
TYPICAL 70' SINGLE FAMILY LOT DETAIL



TYPICAL 55' SINGLE FAMILY LOT DETAIL



TYPICAL TOWNHOME DETAIL

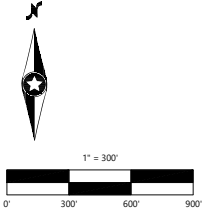


SITE LEGEND

EXISTING	PROPOSED	
---	---	PROPERTY LINE
---	---	LOT LINE
---	---	SETBACK LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	TIP-OUT CURB AND GUTTER
---	---	POND NORMAL WATER LEVEL
---	---	RETAINING WALL

DEVELOPMENT NOTES

- ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
- ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
- DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED.
- STREET WIDTHS ARE SHOWN FROM BACK OF CURB TO BACK OF CURB.



DESIGNED:	INITIAL ISSUE: 02/17/22
CHECKED:	REVISION:
DRAWN:	03/04/2022 REVISED PER CITY COMMENTS
HORIZONTAL SCALE: *****	
VERTICAL SCALE: *** OR ***	

PREPARED FOR:
DR HORTON, INC. - MINNESOTA
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
CORY MEYER
DATE: 03/24/2022 LICENSE NO: 26971

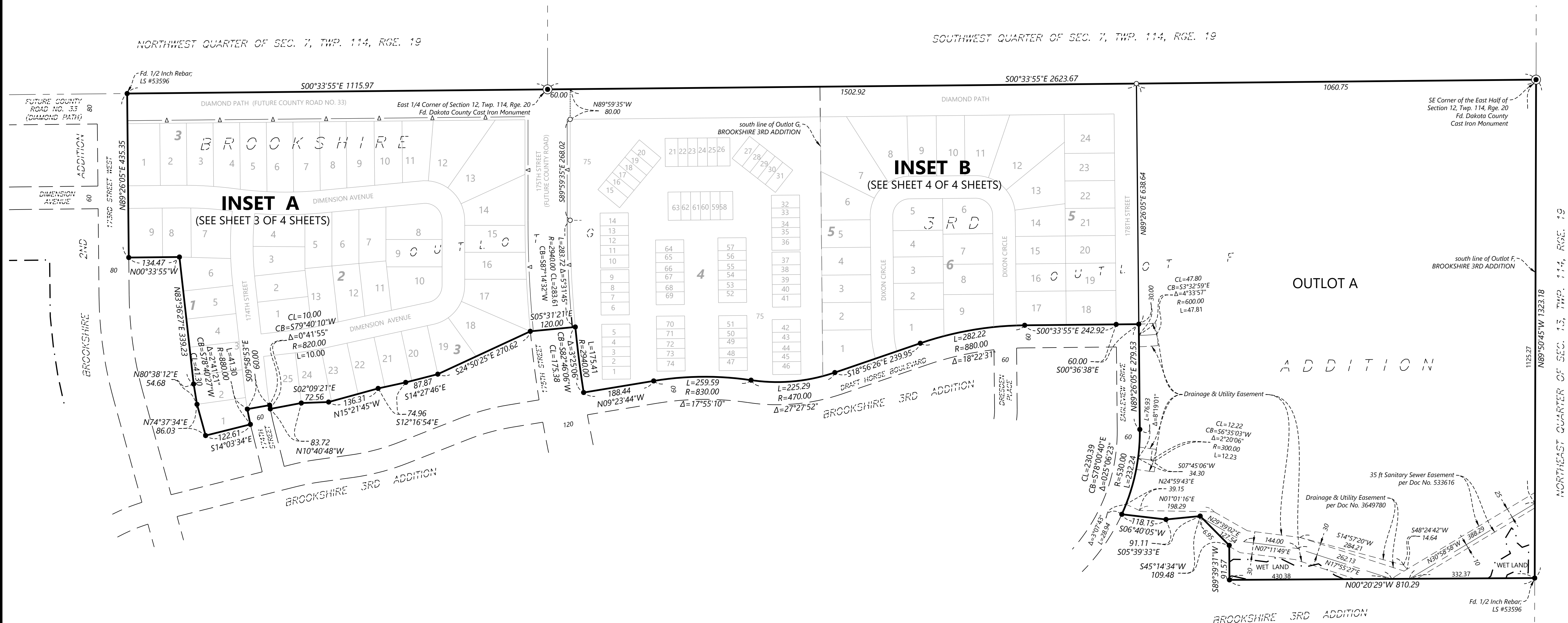
BROOKSHIRE
LAKEVILLE, MINNESOTA

Westwood
Phone (852) 937-5150 12701 Whitewater Drive, Suite #200
Fax (852) 937-5152 Minneapolis, MN 55434
Toll Free (888) 937-5150 westwood.com
Westwood Professional Services, Inc.

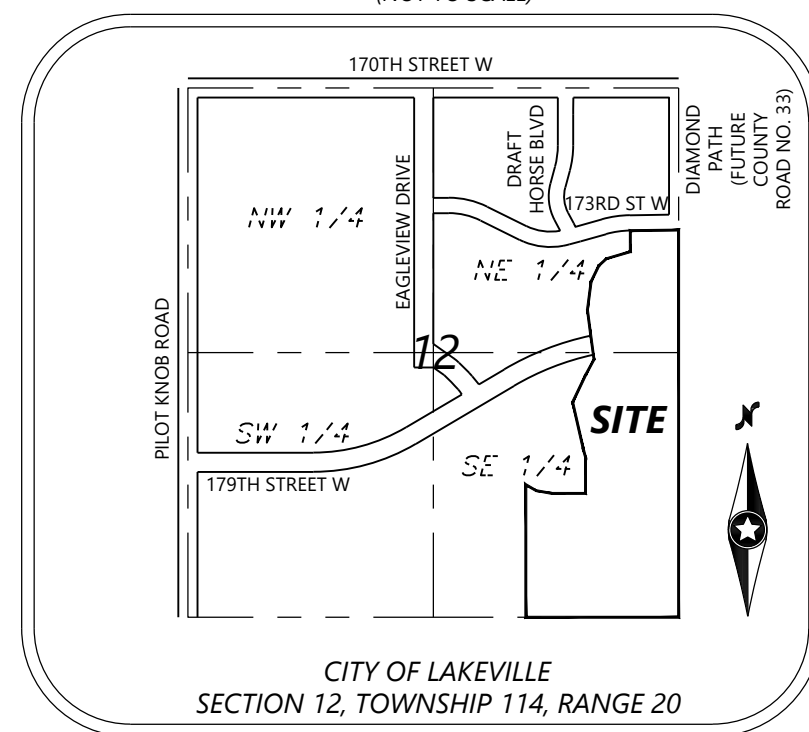
OVERALL PRELIMINARY
PLAT
PROJECT NUMBER: 0029340.00

SHEET NUMBER:
3 OF 62
DATE: 03/24/2022

BROOKSHIRE 4TH ADDITION



VICINITY MAP



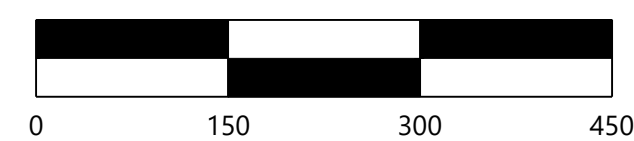
- SET 1/2" BY 14" REBAR WITH CAP #53596
- FOUND MONUMENT WITH CAP #43055
OR AS NOTED ON SURVEY

THE SOUTH LINE OF OUTLOT F, BROOKSHIRE 3RD
ADDITION, HAS AN ASSUMED BEARING OF N 89°50'45" W

DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER
 THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE



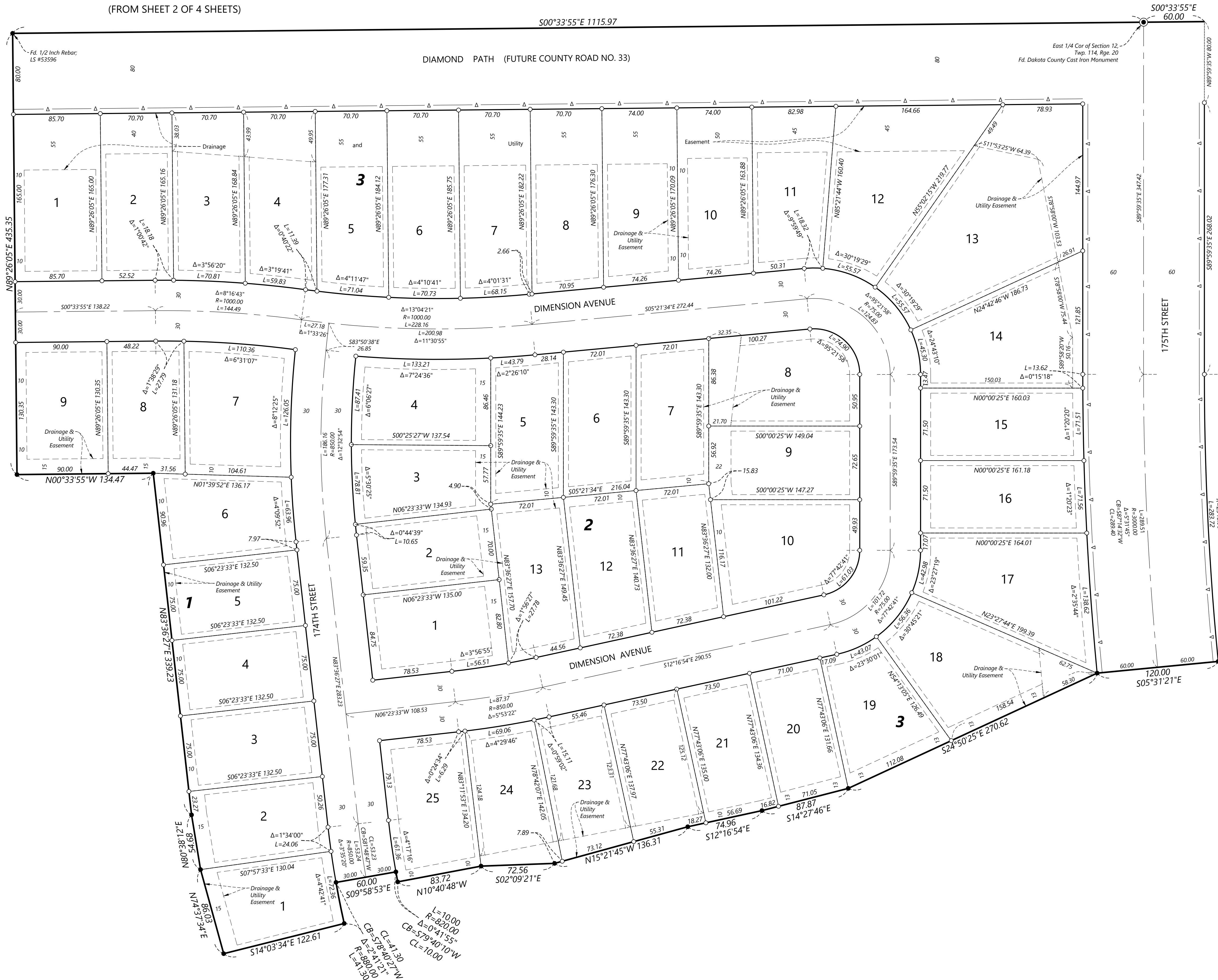
SCALE IN FEET



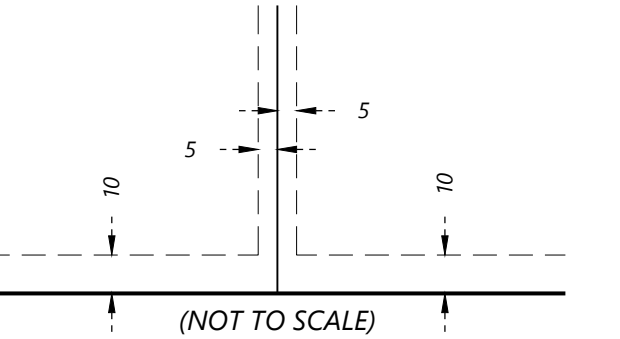
SCALE: 1 INCH = 150 FEET

BROOKSHIRE 4TH ADDITION

INSET A
(FROM SHEET 2 OF 4 SHEETS)



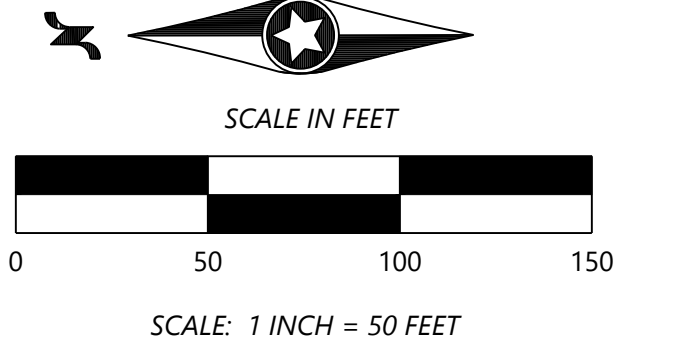
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT

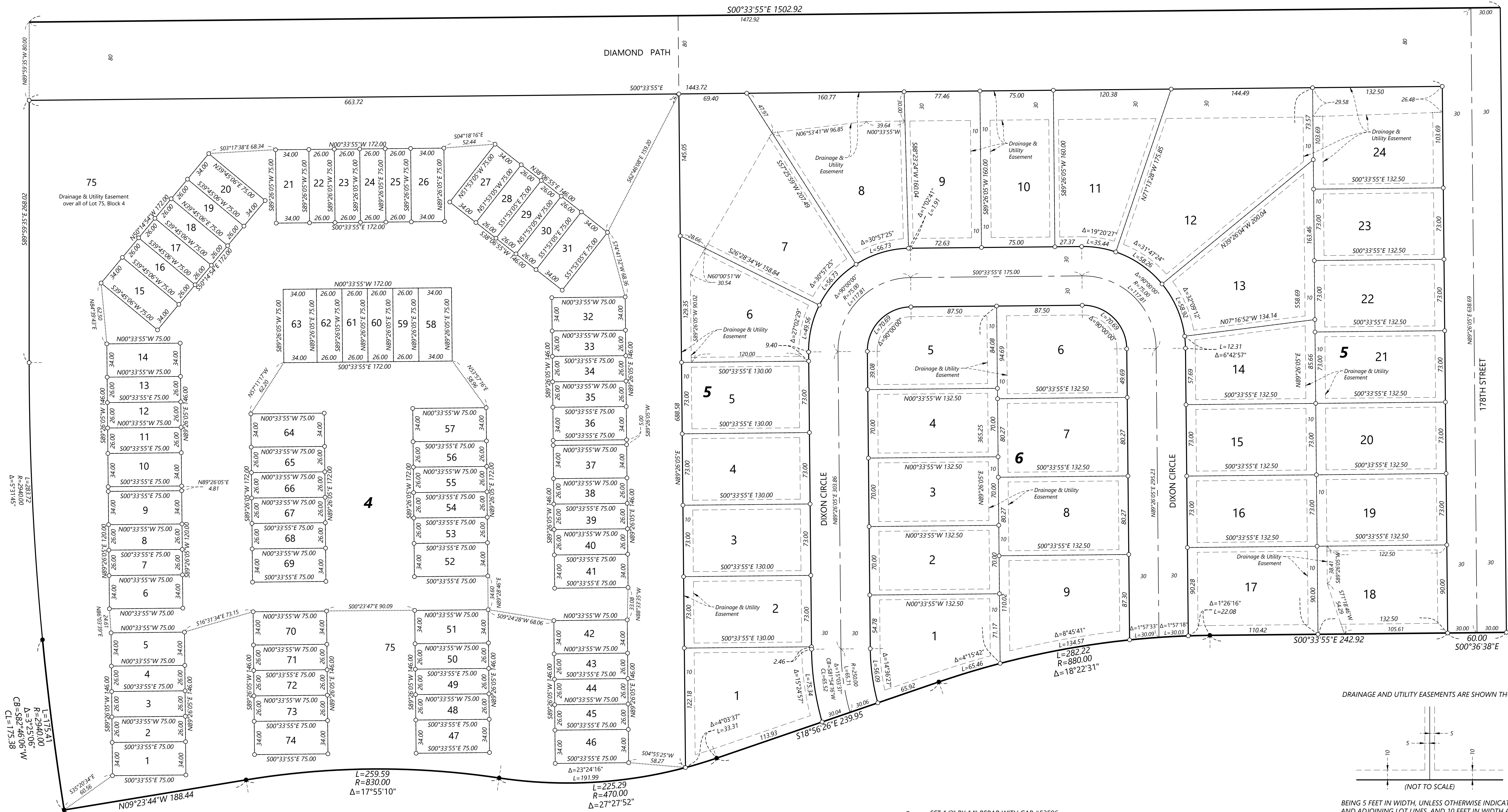
- SET 1/2" BY 14" REBAR WITH CAP #53596
 - FOUND MONUMENT WITH CAP #43055 OR AS NOTED ON SURVEY
- THE SOUTH LINE OF OUTLOT F, BROOKSHIRE 3RD ADDITION, HAS AN ASSUMED BEARING OF N 89°50'45" W

Δ DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE



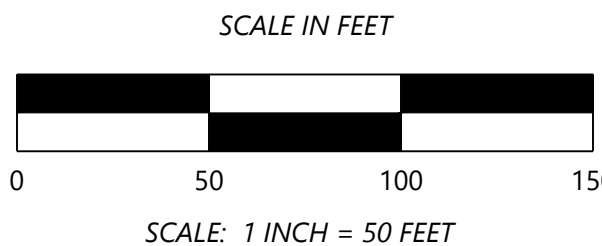
BROOKSHIRE 4TH ADDITION

INSET B
(FROM SHEET 2 OF 4 SHEETS)

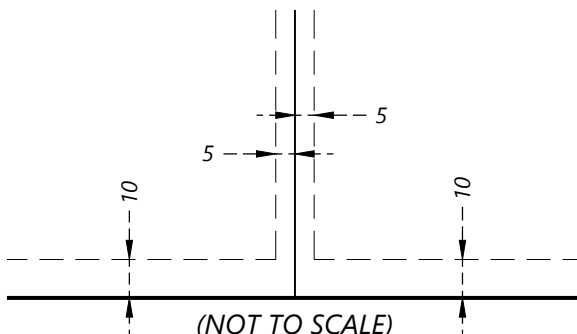


- SET 1/2" BY 14" REBAR WITH CAP #53596
- FOUND MONUMENT WITH CAP #43055 OR AS NOTED ON SURVEY

THE SOUTH LINE OF OUTLOT F, BROOKSHIRE 3RD ADDITION, HAS AN ASSUMED BEARING OF N 89°50'45" W



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT



Memorandum

To: Kris Jenson, Planning Manager
From: Jon Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director
Copy: Zach Johnson, City Engineer
Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Dave Mathews, Building Official
Date: April 22, 2025
Subject: Brookshire 4th Addition

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

BACKGROUND

Forestar (USA) Real Estate Group, Inc. submitted a final plat named Brookshire 4th Addition. This is the fourth phase of the Brookshire preliminary plat approved by the City Council on May 2nd, 2022. The proposed subdivision is located south of and adjacent to 173rd Street, east of and adjacent to Draft Horse Boulevard, and north of and west of and adjacent to the east City limits. The parent parcels are Outlot F and Outlot G, Brookshire 3rd and are zoned RST-2, Single and Two Family Residential District and RM-1, Medium-Density Residential District (following a rezoning approved with the Brookshire preliminary plat).

The final plat consists of 80 single-family lots, 74 attached townhome lots and one common-area lot within five blocks, and one outlot on 75.59 acres. The Developer is dedicating 1.53 acres as future CSAH 9 right-of-way and 4.93 acres as future CSAH 33 right-of-way.

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

Outlot A: Future Development; retained by Forestar (USA) Real Estate Group, Inc. (31.18 acres)

The proposed development will be completed by:

Developer: Forestar (USA) Real Estate Group, Inc.
Engineer/Surveyor: Westwood

SITE CONDITIONS

The existing parcels consist of Outlot F and G, Brookshire 3rd. The site consists of undeveloped agricultural land. The site generally drains north to south.

ENVIRONMENTAL ASSESSMENT WORKSHEET (EAW)

An environmental assessment worksheet (EAW) was prepared consistent with Environmental Quality Board requirements and Minnesota Rules 4410. The Developer addressed the comments identified in the EAW review process. A Negative Declaration on the EAW was adopted by the City Council on September 7, 2021.

EASEMENTS

Prior to recording of the final plat:

- A 10-foot-wide temporary drainage and utility easement along the property lines of Outlot A shall be recorded.

STREET AND SUBDIVISION LAYOUT

Future CSAH 9 (175th Street, Dunwoody Drive, 179th Street)

Brookshire 4th Addition includes future CSAH 9, a future Dakota County highway classified as a minor arterial. The 2022 Dakota County Plat Needs Map (rev. 10-27-22) identifies a half right-of-way need of 60 feet. The Developer is dedicating the necessary right-of-way. The Dakota County Plat Commission recommended approval of the final plat on February 3, 2025. Brookshire 4th Addition shall be subject to all stipulations recommended by the Dakota County Plat Commission.

Brookshire 4th Addition includes the construction of CSAH 9, a future county minor arterial roadway. The roadway is designed as a two-lane divided urban roadway, consistent with the 2022 Dakota County Plat Needs Map (rev. 10-27-22). The Developer is eligible for reimbursement for constructing future CSAH 9 to County highway standards. The reimbursement will be the actual engineering and construction costs over and above the costs that would have been incurred to construct future CSAH 9 to City collector standards. The City shall reimburse the Developer with the subsequent phase of the Brookshire preliminary plat, upon completion and final acceptance of the improvements between the west and east plat boundaries. The City and County will enter into a Joint Powers Agreement to provide the Developer with the County's share of the project costs.

The Developer is responsible for any improvements to future CSAH 9 as required by Dakota County. The Developer shall provide an approved planset to the City meeting City standards and specifications prior to construction taking place. The Developer shall construct future CSAH 9 within the final plat area. The Developer shall construct future CSAH 9 in full from the

eastern terminus of City Project 24-05 to Diamond Path at the time Outlot E, Brookshire 3rd Addition is final platted into lots and blocks. The Developer shall pay 100% of the costs to construct future CSAH 9.

Diamond Path (Future CSAH 33)

Brookshire 4th Addition is located west of and adjacent to Diamond Path, a future Dakota County highway classified as a major collector. The 2022 Dakota County Plat Needs Map (rev. 10-27-22) identifies a half right-of-way need of 80 feet. The Developer is dedicating the required right-of-way. The Dakota County Plat Commission recommended approval of the final plat on February 3, 2025.

The construction of future CSAH 33 is not identified in the City's or County's current Capital Improvement Plans. The Developer shall install "Future County Roadway" signs along the east boundary of Block 3 until CSAH 33 is constructed. The Developer shall install "Future City Roadway" signs along the east boundary of Blocks 4 and 5 until Diamond Path is constructed. The developer shall rough grade Diamond Path for future roadway construction.

Local Roads

Development of Brookshire 4th Addition includes the construction of 174th Street, Dimension Avenue, Dixon Circle, and 178th Street, City roadways classified as local roads. The roadways are designed as 32-foot-wide urban roads with a sidewalk along one side (except for cul-de-sacs), within a 60-foot-wide right-of-way. The Developer shall construct a temporary cul-de-sac at the east end of 178th Street within dedicated right-of-way and provide a \$2,500 security for the future removal and restoration. The Developer shall install a "Future Street Extension" sign and barricades at the east end of 178th Street.

Private Roads

Development of Brookshire 4th Addition includes the construction of Diplomat Loop, privately-owned roadways designated to provide access to attached townhomes and be maintained by a homeowner's association.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction is restricted to Diamond Path. Construction traffic access and egress via adjacent local roadways and existing subdivisions is prohibited.

PARKS, TRAILS, AND SIDEWALKS

Development of Brookshire 4th Addition includes the construction of public sidewalks. Five-foot-wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of all local streets.

The Developer shall construct bituminous trail segments along each side of future CSAH 9 at the time of construction of the roadway. The Developer will be responsible for the cost of

construction including 100% of the grading and restoration. The Developer shall be eligible for reimbursement for the city's 3/8th share (excluding grading and restoration) of the trail construction costs at the time of construction.

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

80 units	x \$5,832.00	= \$466,560.00
Total Units (Low-Density) Brookshire 4 th Addition	2025 Unit Rate (Low-Density)	Park Dedication Fee Brookshire 4 th Addition
74 units	x \$3,968.00	= \$293,632.00
Total Units (Medium-Density) Brookshire 4 th Addition	2025 Unit Rate (Medium-Density)	Park Dedication Fee Brookshire 4 th Addition

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

UTILITIES

SANITARY SEWER

Brookshire 4th Addition is located within subdistricts NC-20000 and NC-20010 of the North Creek sanitary sewer district. 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 Brookshire 4th Addition includes the construction of public sanitary sewer. Sanitary sewer will extend within the subdivision to existing sanitary stubs at Draft Horse Boulevard. The existing sanitary sewer connects to MCES interceptor 7409 at MCES MH 32.

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

154 units	x \$327.00	= \$50,358.00
Total Units Brookshire 4 th Addition	2025 Unit Rate	Sanitary Sewer Availability Charge Brookshire 4 th Addition

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

WATERMAIN

Development of Brookshire 4th Addition includes the construction of public watermain. Watermain will extend within the subdivision from existing stubs located within Draft Horse Boulevard and 173rd Street.

The Developer shall provide an approved irrigation plan prior to construction of the irrigation system.

DRAINAGE AND GRADING

Brookshire 4th Addition is located within subdistricts NCL-84 and NCL-85 of the North Creek stormwater district, as identified in the City's Water Resources Management Plan. Previous additions of the Brookshire preliminary plat included the construction of stormwater management basins to provide water quality treatment and rate control of the stormwater runoff generated from Brookshire 4th Addition.

The Brookshire preliminary plat includes the construction of public stormwater management basins to collect and treat the stormwater runoff generated from the site. The basins will outlet into North Creek. Water quality improvements and volume reduction will be provided by infiltration due to the highly permeable soil on the site and a privately owned and maintained water re-use system.

A Vermillion River Watershed Joint Powers Organization (VRWJPO) water corridor, classified as a principal connector, exists in the southwest corner of the site, within Outlot A. The VRWJPO water corridor and buffer will be placed in an outlot and deeded to the City at the time Outlot A develops into lots and blocks.

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

Brookshire 4th Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

STORM SEWER

Development of Brookshire 4th Addition includes the construction of public sewer systems. Storm sewer will be constructed within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basins constructed with previous phases of Brookshire preliminary plat.

Development of Brookshire 4th Addition includes the construction of privately owned and maintained storm sewer. The private storm sewer shall be located within the privately owned and maintained roadway, Diplomat Loop.

Draintile construction is required in areas of non-granular soils within Brookshire 4th Addition for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, deemed necessary during construction by the City shall be the Developer's responsibility to install and finance.

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

Storm Sewer Charge Summary

Gross Area of Brookshire 4th Addition		3,292,897.00 s.f.
Less Area of Outlot A (Future Development)	(-)	1,358,071.00 s.f.
Less Area of Block 4 (Multi-Family)	(-)	461,959.00 s.f.
Less Area of 175 th Street and Diamond Path Right-of-Way	(-)	281,273.00 s.f.
Total Storm Sewer Charge Area (Single-Family)	=	1,191,594.00 s.f.

1,191,594.00 s.f.	x \$0.178/s.f.	= \$212,103.73
Net Area	2025 Unit Rate	Storm Sewer Charge
Brookshire 4 th Addition	(Single-Family)	Brookshire 4 th Addition

461,959.00 s.f.	x \$0.198/s.f.	= \$91,467.88
Net Area	2025 Unit Rate	Storm Sewer Charge
Brookshire 4 th Addition	(Multi-Family)	Brookshire 4 th Addition

The Storm Sewer Charge for Outlot A will be collected with subsequent phases of the Brookshire preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

RESIDENTIAL BUFFER YARD REQUIREMENTS

175th Street (Future CSAH 9) and Diamond Path (Future CSAH 33) are classified as minor arterial roadways; therefore, buffer yard and screening requirements apply to the adjacent lots. A buffer yard containing earth berms and/or plantings of sufficient density to provide a visual screen and reasonable buffer a minimum of ten feet in height is required. A certified as-built grading plan of the buffer yard berm must be submitted and approved by City staff prior to the installation of any buffer yard plantings.

FEMA FLOODPLAIN ANALYSIS

Brookshire 4th Addition 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 lots within Brookshire 4th Addition are not located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

North Creek crosses through the southwest corner of Brookshire 4th Addition 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 an outlot and deeded to the City at the time Outlot A are final platted into lots and blocks.

WETLANDS

A wetland delineation for the entire site was completed by Westwood Professional Services with the Brookshire 1st Addition preliminary plat. There are no proposed impacts to wetlands within the Brookshire 4th Addition.

All wetland and buffers will be placed in City owned outlots with final plat. Natural Area Signs will be placed along all property lines. Final locations will be staked in the field and reviewed by city staff prior to installation. Installation of Natural Area Sign shall take place prior to the release of building permits.

TREE PRESERVATION

The final plat is consistent with the approved Brookshire preliminary plat tree preservation plan.

EROSION CONTROL

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as developing a SWPPP for the site prior to construction. No grading can start until the SWPPP is submitted to the City for review and approval. The permit requires that all erosion and sediment BMPS be clearly outlined in a site's SWPPP. Changes made throughout construction must be documented in the SWPPP.

Redundant silt fences are required along all wetlands and waterways that do not have a 50-foot established buffer. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the developer.

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

\$1,035,257.45	x 2% Grading Costs	= \$20,705.15
Grading Cost	2025 Rate	MS4 Administration Fee
Brookshire 4 th Addition		Brookshire 4 th Addition

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Brookshire 4th Addition. Construction costs are based upon bid prices submitted by the Developer's engineer on December 20, 2024.

CONSTRUCTION COSTS

Sanitary Sewer	\$ 686,098.90
Watermain	708,173.42
Storm Sewer	784,302.85

Streets	884,196.88
Grading, Drainage, Erosion Control and Restoration	807,500.81
Future CSAH 9	362,459.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 4,232,731.86

OTHER COSTS

Developer's Design (3.0%)	\$ 126,981.96
Developer's Construction Survey (2.5%)	105,818.30
City's Legal Expense (0.5%)	21,163.66
City Construction Observation (5.0%)	211,636.59
Developer's Record Drawing (0.5%)	21,163.66
178 th Street Temporary Cul-De-Sac Removal	2,500.00
Natural Area Signs	1,500.00
Future County/City Road Signs – Diamond Path	2,500.00
Landscaping	451,343.50
Streetlights	9,600.00
Lot Corners/Iron Monuments	15,500.00
SUBTOTAL - OTHER COSTS	\$ 969,707.67
TOTAL PROJECT SECURITY	\$ 5,202,439.53

The street light security totals \$9,600 which consists of eight (8) post-top streetlights at \$1,200 each.

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$15,500.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

A cash fee of \$4,350.00 for traffic control signs shall be paid with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location.

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

$$\begin{array}{rcl}
 154 \text{ units} & \times \$40.48/\text{unit} & = \$6,233.92 \\
 \text{Total Units} & \text{2025 Rate} & \text{Streetlight Operating Fee} \\
 \text{Brookshire 4th Addition} & & \text{Brookshire 4th Addition}
 \end{array}$$

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

$$\begin{array}{rcl}
 80 \text{ units} & \times \$61.52/\text{unit} & = \$4,921.60 \\
 \text{Total Units (Single Family)} & \text{2025 Rate} & \text{Environmental Resources Fee} \\
 \text{Brookshire 4th Addition} & & \text{Brookshire 4th Addition}
 \end{array}$$

74 units	x \$61.52/unit	x 0.50	= \$2,276.24
Total Units (Townhome) Brookshire 4 th Addition	2025 Rate	Utility Factor	Environmental Resources Fee Brookshire 4 th Addition

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

155 lots/outlots	x \$90.00/unit	= \$13,950.00
Lots/Outlots Brookshire 4 th Addition	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee Brookshire 4 th Addition

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

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$126,981.96.

CASH REQUIREMENTS

Park Dedication	\$ 760,192.00
Sanitary Sewer Availability Charge	50,358.00
Storm Sewer Charge	303,571.61
Traffic Control Signs	4,350.00
Streetlight Operating Fee	6,233.92
Environmental Resources Management Fee	7,197.84
MS4 Administration Fee	20,705.15
Property Data and Asset/Infrastructure Management Fee	13,950.00
City Engineering Administration (3.00%)	126,981.96
TOTAL CASH REQUIREMENTS	<u>\$ 1,293,540.48</u>

RECOMMENDATION

Engineering recommends approval of the final plat, grading and erosion control plan, tree preservation, and utility plan for Brookshire 4th Addition, subject to the requirements and stipulations within this report.



Date: 5/19/2025

**Public Hearing on the application for LD Designs LLC dba "Board and Brush" for a
Consumption and Display Permit**

Proposed Action

Staff recommends adoption of the following motion: Move to grant a Consumption and Display Permit for LD Designs LLC dba Board and Brush located at 20770 Holyoke Avenue

Overview

LD Designs dba Board and Brush, located at 20770 Holyoke Avenue, will be taking ownership of Board and Brush in Lakeville. The business will operate as it has in the past. The change in ownership requires a new application for a license.

The Police Department conducted a background investigation on the corporate officers and found no reason to deny the licenses requested.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Ann Orlofsky, City Clerk
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Date: 5/19/2025

Heritage Commons 9th Addition Preliminary Plat and Easement Vacation

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the Heritage Commons 9th Addition preliminary plat, and 2) vacation of drainage and utility easements.

Overview

The Architects Partnership has submitted applications for a preliminary plat to be known as Heritage Commons 9th Addition for two commercial lots and the vacation of public drainage and utility easements for the development of a Chase Bank. The property to be platted is located north of 202nd Street (CSAH 50), between Idealic Avenue and Iberia Avenue. A 3,395 square foot Chase Bank is planned for the west parcel; a user for the east parcel has not yet been identified. The property is zoned PUD, Planned Unit Development, with an underlying zoning of C-3, General Commercial District. The Planning Commission held a public hearing at their May 8, 2025 meeting and there were no public comments. The Planning Commission unanimously recommended approval of the applications subject to 11 stipulations.

Supporting Information

1. Preliminary Plat Resolution
2. Easement Vacation Resolution
3. April 25, 2025 Planning and Engineering reports
4. Exhibits

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY PLAT
OF HERITAGE COMMONS 9TH ADDITION**

WHEREAS, The Architects Partnership requests approval of the preliminary plat of two commercial lots to be known as **HERITAGE COMMONS 9TH ADDITION**; and

WHEREAS, the Planning Commission held a public hearing at its May 8, 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 **HERITAGE COMMONS 9TH ADDITION** preliminary plat is approved subject to the following conditions:

1. Implementation of the recommendations listed in the April 25, 2025 engineering report.
2. The site shall be developed according to the plans approved by the City Council.
3. Execution of a Stormwater Maintenance Agreement shall be required between Chase Bank and the City of Lakeville for the maintenance of the stormwater basin located on Lot 1, Block 1, Heritage Commons 9th Addition.
4. An agreement for shared driveway access shall be established between Lots 1 and 2, Block 1, Heritage Commons 9th Addition and Lot 1, Block 1, Heritage Commons 8th Addition (Tires Plus) in conjunction with the recording of the final plat.
5. The trash enclosure must have a durable maintenance-free gate.
6. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
7. The City Forester has reviewed and approved the landscape plan dated May 1, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
8. A cost estimate for the installation of the approved landscaping shall be submitted prior to City Council consideration of the final plat.
9. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.

10. Snow storage shall not occur within required parking spaces.
11. Prior to City Council consideration of the final plat, drainage and utility easements must be added along the side property lines of each parcel.

ADOPTED by the Lakeville City Council this **19th** day of **May 2025**.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

RESOLUTION VACATING A PUBLIC DRAINAGE AND UTILITY EASEMENT

WHEREAS, the City Council has conducted a public hearing preceded by two (2) weeks published notice, to consider the vacation of the following described public drainage and utility easement; and

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

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

1. The following public drainage and utility easement is hereby vacated:

All public drainage and utility easements on Outlot A,
Heritage Commons 9th Addition.

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

ADOPTED by the Lakeville City Council this 19th day of **May 2025**.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the **19th** day of **May 2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(Seal)

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



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: April 25, 2025
Subject: Packet Material for the May 8, 2025 Planning Commission Meeting

Agenda

- Item:** Heritage Commons 9th Addition
1. Preliminary and Final plat of two commercial lots to be known as Heritage Commons 9th Addition
 2. Vacation of drainage and utility easements

Application Action Deadline: June 19, 2025

BACKGROUND

Representatives of The Architects Partnership have submitted applications for a preliminary and final plat to be known as Heritage Commons 9th Addition for two commercial lots and the vacation of public drainage and utility easements for the development of a Chase Bank. The plat is 2.65 acres in area. Chase Bank will be located on Lot 1 (1.36 acres) and Lot 2 (1.29 acres) is a future development parcel. The subject property is currently platted as Outlot A, Heritage Commons 8th Addition and is zoned PUD, Planned Unit Development. The Heritage Commons PUD was approved in 1999 and the property is located north of 202nd Street (CSAH 50), south of Heritage Drive and east of Idealic Avenue.

The Heritage Commons 9th Addition final plat and the Chase Bank development plans have been reviewed by Engineering and Environment Resources Division staff as well as the City Forester. The Dakota County Plat Commission has also reviewed the final plat.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Preliminary Plat
- D. Final Plat
- E. Site Plan
- F. Grading and Drainage Plan
- G. Utility Plan
- H. Landscape Plan
- I. Ghost plan for Lot 2
- J. Lighting Photometric Plan
- K. Building Elevation Plan
- L. Floor Plan
- M. Dakota County Plat Commission letter dated March 13, 2025

STAFF ANALYSIS

Project Phasing. The Heritage Commons commercial development has progressed over several phases since the initial development phase was approved in 1999. The proposed final plat is the ninth phase of the Planned Unit Development and the 10th phase is under review.

Phase One: Approved September 7, 1999, included the two multi-tenant buildings where the Lakeville liquor store and Minnesota School of Beauty are located.

Phase Two: Approved February 3, 2003, included the multi-tenant building located south of Phase One.

Phase Three: Approved February 20, 2007, included the Cub Foods grocery store and the multi-tenant building located south of Cub Foods and north of Heritage Drive.

Phase Four: Approved November 17, 2008, included the development of Green Planet Car Wash.

Phase Five: Approved December 19, 2016, preliminary and final plat of 8.08 acres of commercial outlots that included the construction of the private drive connection between Kenwood Trail and Heritage Drive.

Phase Six: Approved December 18, 2017 and included the development of a single retail building for O'Reilly Auto Parts.

Phase Seven: Approved August 20, 2018 for the BeeHive memory care building.

Phase Eight: Approved November 2, 2020 for the Tires Plus minor auto repair building.

PRELIMINARY AND FINAL PLAT

Comprehensive Plan. The Heritage Commons 9th Addition property is located in Planning District No. 4, Central Lakeville, and is guided for commercial uses in the 2040 Comprehensive Land Use Plan. The proposed commercial use is consistent with the commercial designation of the Comprehensive Land Use Plan.

Zoning. The Heritage Commons 9th Addition property is zoned PUD, Planned Unit Development District with an underlying C-3, General Commercial District zoning.

Surrounding Land Uses and Zoning

North – Heritage Drive and multi-tenant commercial building (PUD District)

South – 202nd Street (CSAH 50) and commercial businesses (C-3 District)

East – Tires Plus (PUD District)

West – Idealic Avenue (private drive) and O'Reilly Auto Parts (PUD District)

Consistency with the Capital Improvement Plan (CIP). No public street construction or other public funded infrastructure construction is proposed with the Heritage Commons 9th Addition final plat. All streets, sanitary sewer, water and storm sewer improvements required for the area of the Heritage Commons 9th Addition were installed by the developer with the Heritage Commons development in 2001.

Lots/Blocks. The Heritage Commons 9th Addition final plat proposes two lots on one block. The following C-3 District lot requirements pertain to this final plat:

	Lot Area	Lot Width
Minimum Required	20,000 SF	100 feet
Proposed Lot 1	59,366 SF (1.36 ac)	204.83 feet
Proposed Lot 2	56,407 SF (1.29 ac)	190.75 feet

Both lots within the Heritage Commons 9th Addition exceed the minimum lot requirements in the underlying C-3 District.

Outlot. There are no outlots in the Heritage Commons 9th Addition plat.

Easements. The final plat must be revised to include five-foot-wide drainage and utility easements along the side property lines of both lots, prior to City Council consideration.

Streets. No new street construction is proposed with the Heritage Commons 9th Addition final plat. The property is adjacent to 202nd Street (CSAH 9), Heritage Drive and Idealic Avenue. 202nd Street is classified as a minor arterial road and Heritage Drive is classified as minor collector road in the Comprehensive Transportation Plan. Idealic Avenue is a private street. All required right-

of-way for the streets abutting the plat was dedicated with previous phases of Heritage Commons.

Trails and Sidewalks. Eight-foot-wide concrete sidewalks are in place along 202nd Street and Heritage Drive with a five-foot-wide concrete sidewalk along both sides of Idealic Avenue. No new public sidewalk or trail construction is required with the Heritage Commons 9th Addition plat.

Grading, Drainage, Erosion Control, and Utilities. Grading, drainage and erosion control plans have been submitted with the Heritage Commons 9th Addition preliminary plat. Alanna Sobottka, Civil Engineer and Maria Friedges, Environmental Resources Specialist have reviewed the site, grading, drainage and erosion control, and utility plans. A copy of the engineering report dated April 25, 2025 is attached for your review. The Engineering Division recommends approval of the preliminary plat subject to the recommendations outlined in the report.

Tree Preservation. There are no significant trees located on the subject property.

Wetlands. There are no wetlands located on the subject property.

Park Dedication. Park dedication for the Heritage Commons development was satisfied with a land dedication with the Planned Unit Development and first phase final plat of Heritage Commons in 2000.

Dakota County Plat Commission. The Dakota County Plat Commission reviewed the preliminary and final plat at their March 12, 2025 meeting and will recommend approval of the final plat to the Dakota County Board.

SITE PLAN

Setbacks. The Chase Bank building and parking lot on Lot 1, Block 1, Heritage Commons 9th Addition is subject to the following minimum building setback (C-3, General Commercial District) requirements:

Abutting a Public Street: 30 feet

Interior Lot Lines: 10 feet

Parking: 15 feet (abutting street), 5 feet (interior lot lines)

The proposed Chase Bank building and parking lot meet the setback requirements of the Zoning Ordinance.

Parking. The proposed 3,395 square foot bank requires 15 parking spaces, taking into account the allowable 10% gross floor area credit and the requirement for one parking space per 200 square feet of floor area. The site plan proposes 26 parking spaces, including two handicap accessible spaces at the

front entrance. This is in compliance with the parking requirements in effect at the time of the preliminary plat application. The site also proposes a bike rack placed on a concrete pad

The proposed parking spaces and drive aisle dimensions and configurations comply with the requirements of the Zoning Ordinance. Parking aisles will be 24 feet in width and parking stall dimensions will be 9 feet in width and 20 feet in length. Snow storage may not occur within required parking spaces.

Circulation/Loading Area. Access to the site will be from Heritage Drive and from Idealic Avenue. Parking spaces are primarily located along the north side of the building. A drive-up ATM is located on the south side of the building as well as bypass lane to provide access around the building. No direct driveway access to 202nd Street is permitted. An agreement for shared driveway access between the parcels in Heritage Commons 9th Addition and Heritage Commons 8th Addition (Tires Plus) is required to be executed as part of the recording of the final plat.

Landscaping. The landscape plan proposes a mix of overstory trees around the perimeter of the site, foundation plantings on three sides of the building, and a row of plantings along the south side of the drive through to minimize headlights shining on to 202nd Street. Remaining areas will be seeded and in-ground irrigation is required. Development of the site shall include responsibility for boulevard maintenance along 202nd Street, Heritage Drive and Idealic Avenue. The Developer must provide an estimate of the landscape costs to be submitted as a security to guarantee installation of the landscaping. The City Forester has reviewed and approved the landscape plan dated May 1, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.

Building Exterior. The proposed one-story bank building is proposed to be clad with exterior materials that are nearly all Grade A materials (97.7%), including three colors of brick, cast stone, and glass. Grade C metal trim is proposed at the roofline, several canopies, and metal panels framing some of the windows (2.3%). The materials proposed comply with Zoning Ordinance requirements. The building includes a variety of roofline heights as well as relief so as to not have flat exterior walls. A contrasting stripe of pale brick is about two-thirds of the way up the building, matching the color of the cast stone at the foundation of the building. The contrasting strip is a design element seen in all of the buildings in the Heritage Commons development.

Trash Enclosure. The trash and recycling enclosure will be located on the north side of the building. The enclosure is proposed to be six feet, six inches in height and uses two of the materials in contrasting colors proposed for the building exterior. The trash enclosure gate must be durable and made of maintenance-free gate.

Signs. A development sign for Heritage Commons is located at the northeast corner of 202nd Street and Idealic Avenue. According to the adopted sign plan for Heritage Commons, Chase Bank is able to have a monument sign, up to six feet in height and with a sign area of up to 18 square feet, at the southeast corner of the parcel, if desired. Since the building fronts more than

one street, up to two wall signs permitted, not to exceed 100 square feet in sign area. All signs require approval of a sign permit prior to installation.

Exterior Lighting. Parking lot lighting is scattered around the site and is proposed to be mounted at a height of 25 feet. The photometric plan indicates that the proposed light levels complies with Zoning Ordinance requirements. All lighting fixtures shall contain a cutoff which directs the light at an angle of 90 degrees or less. All building mounted lighting must face downward onto the structure.

Mechanical Equipment. Any roof-mounted mechanical equipment must be screened if greater than three feet in height. Ground-mounted mechanical equipment must be screened with landscaping and/or fencing.

Ghost Plan. No development plans have been received for Lot 2, Block 1, but a future development access stub will be provided from Lot 1 to Lot 2 on the north side of the bank building. Access from the Tires Plus parcel east of Lot 2 is provided on the north side of the parcel, with a shared access to Heritage Drive and along the south side of the lot.

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

Stormwater Maintenance Agreement. A Stormwater Maintenance Agreement will be required with the final for maintenance of the stormwater basin on site.

EASEMENT VACATION

The platted drainage and utility easements within Outlot A, Heritage Commons 8th Addition are proposed to be vacated and the same easements platted on the Heritage Commons 9th Addition final plat.

RECOMMENDATION

Community Development Department staff recommends approval of the Heritage Commons 9th Addition preliminary plat and easement vacation, subject to the following stipulations:

1. Implementation of the recommendations listed in the April 25, 2025 engineering report.
2. The site shall be developed according to the plans approved by the City Council.
3. Execution of a Stormwater Maintenance Agreement shall be required between Chase Bank and the City of Lakeville for the maintenance of the stormwater basin located on Lot 1, Block 1, Heritage Commons 9th Addition.
4. An agreement for shared driveway access shall be established between Lots 1 and 2, Block 1, Heritage Commons 9th Addition and Lot 1, Block 1, Heritage Commons 8th Addition (Tires Plus) in conjunction with the recording of the final plat.

5. The trash enclosure must have a durable maintenance-free gate.
6. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
7. The City Forester has reviewed and approved the landscape plan dated May 1, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
8. A cost estimate for the installation of the approved landscaping shall be submitted prior to City Council consideration of the final plat.
9. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
10. Snow storage shall not occur within required parking spaces.
11. Prior to City Council consideration of the final plat, drainage and utility easements must be added along the side property lines of each parcel.



Memorandum

To: Kris Jenson, Planning Manager
From: Alanna Sobottka, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Copy: Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Zach Johnson, City Engineer
David Mathews, Building Official
Date: April 25, 2025
Subject: Heritage Commons 9th Addition

- Preliminary Plat
- Preliminary Grading and Erosion Control Plan
- Preliminary Landscape Plan
- Preliminary Utility Plan

BACKGROUND

The Architects Partnership, LTD has submitted a preliminary plat named Heritage Commons 9th Addition. The parent parcel (PID No. 22-32032-00-010) consists of Outlot A Heritage Commons 8th Addition and is zoned PUD, Planned Unit Development. The proposed development is located east of and adjacent to Idealic Avenue, north of and adjacent to 202nd Street West (CSAH 50), and south of Heritage Drive.

The final plat consists of two (2) commercial lots within one (1) block on 2.66 acres.

The proposed development will be completed by:

Developer: The Architects Partnership, LLC
Engineer: Kimley-Horn

SITE CONDITIONS

The site consists of undeveloped land. Three existing shared access driveways are located on the north and east sides of the parcel. There are no existing wetlands or trees located in or

near the parcel. The site is located within the South Creek Stormwater District with the site generally draining south to north.

STREET AND SUBDIVISION LAYOUT

202nd Street West (CSAH 50)

Heritage Commons 9th Addition is located north of and adjacent to 202nd Street West, a minor arterial County roadway as identified in the City's Transportation Plan. The Dakota County Plat Commission reviewed the final plat at its March 12, 2025 meeting and recommended approval. The necessary right-of-way for 202nd Street West was dedicated with the Heritage Commons final plat; no additional right-of-way is required with the final plat.

Heritage Drive

Heritage Commons 9th Addition is located south of and adjacent to Heritage Drive, a minor collector roadway as identified in the City's Transportation Plan. The right-of-way for Heritage Drive was dedicated with the Heritage Commons final plat; no additional right-of-way is required with the final plat.

Idealic Avenue

Heritage Commons 9th Addition is located east of and adjacent to Idealic Avenue, a private roadway as identified in the City's Transportation Plan.

CONSTRUCTION ACCESS

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

PARKS, TRAILS AND SIDEWALKS

The park land dedication was satisfied on the parent parcel as part of the phase one PUD for Heritage Commons in 2000 and will not be required with this final plat. Existing sidewalks are located along Idealic Avenue, 202nd Street West, and Heritage Drive adjacent to the plat.

UTILITIES

SANITARY SEWER

Heritage Commons 9th Addition is located within subdistrict ML-70050 of the Lake Marion sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES Farmington Interceptor and continue to the Empire Wastewater Treatment Facility.

An existing sanitary sewer manhole extends into the east portion of the parcel. Development of Heritage Commons 9th Addition includes the extension of 6-inch sanitary sewer service to provide service to Lot 1, Block 1.

The Sanitary Sewer Area Charge has been collected and will not be required with the building permit application.

Final sewer service connection locations and sizes will be reviewed by City staff with the final construction plans.

WATERMAIN

An existing 8-inch watermain stub extends into the parcel from Heritage Drive on the north side. Development of Heritage Commons 9th Addition includes the extension of an 8-inch watermain to provide service to the development.

Final water service connection locations and sizes will be reviewed by City staff with the final construction plans.

DRAINAGE AND GRADING

Heritage Commons 9th Addition is located within subdistrict SC-52 of the South Creek Drainage District, as identified in the City's Water Resources Management Plan.

Development of Heritage Commons 9th Addition will include the construction of one privately owned and maintained stormwater infiltration basin located within Lot 1, Block 1, Heritage Commons 9th Addition.

The Developer shall sign a stormwater maintenance agreement for the stormwater basin and dedicate a drainage and utility easement over the stormwater management area prior to the recording of the final plat. The infiltration basin will provide water quality treatment, volume reduction and rate control of the stormwater runoff generated from the proposed site improvements.

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

Heritage Commons 9th Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

STORM SEWER

Privately owned and maintained storm sewer will be constructed with Heritage Commons 9th Addition. Private storm sewer constructed within Lot 1, Block 1, Heritage Commons 9th Addition will convey runoff to the privately owned and maintained stormwater infiltration basin. The stormwater basin will outlet to the existing City storm sewer system along Heritage Drive. A security of \$2,500.00 will be collected for the proposed storm sewer connection with the final plat.

The Trunk Storm Sewer Area Charge has not been collected on the parent parcel and will be collected with the final plat.

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

FEMA FLOODPLAIN ANALYSIS

Heritage Commons 9th Addition is shown on the Flood Insurance Rate Map (Map Nos. 27037C0211E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no wetlands on the site.

TREE PRESERVATION

There are no trees within the parent parcel.

EROSION CONTROL

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

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat.

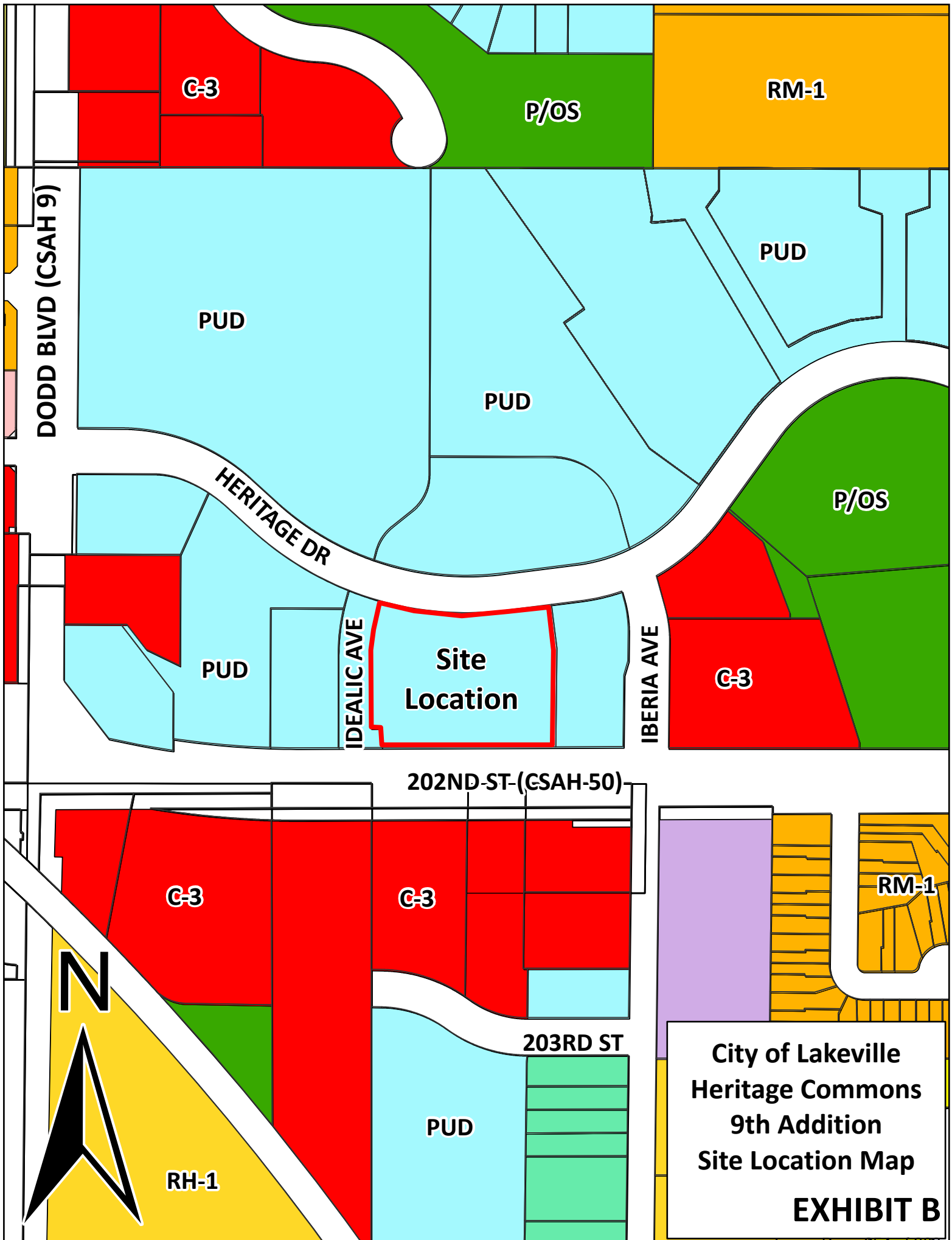
RECOMMENDATION

Engineering recommends approval of the Heritage Commons 9th Addition preliminary plat, preliminary grading and erosion control plan, preliminary utility plan, and landscape plan subject to the requirements and stipulations within this report.



City of Lakeville
Heritage Commons
9th Addition
Site Location Map

EXHIBIT A

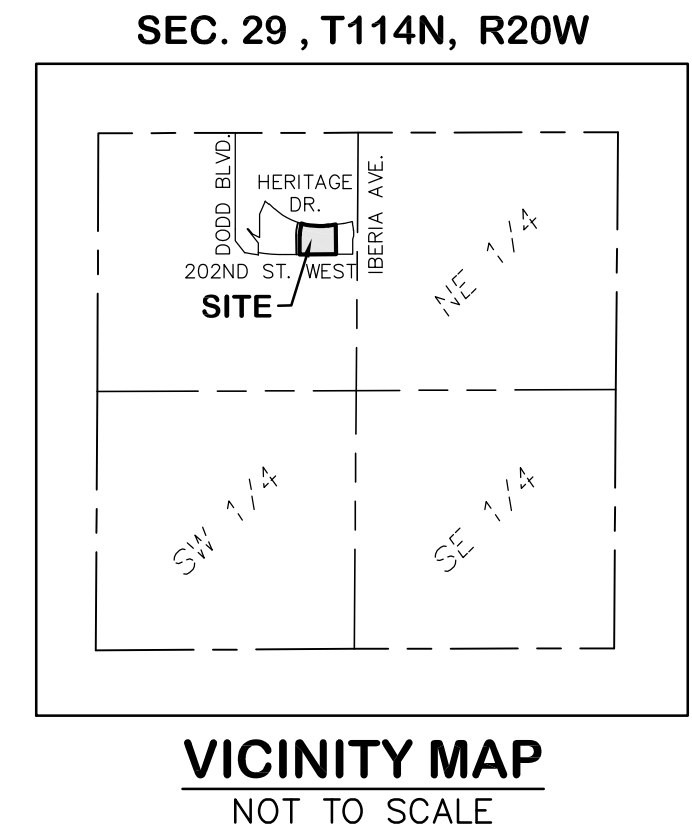
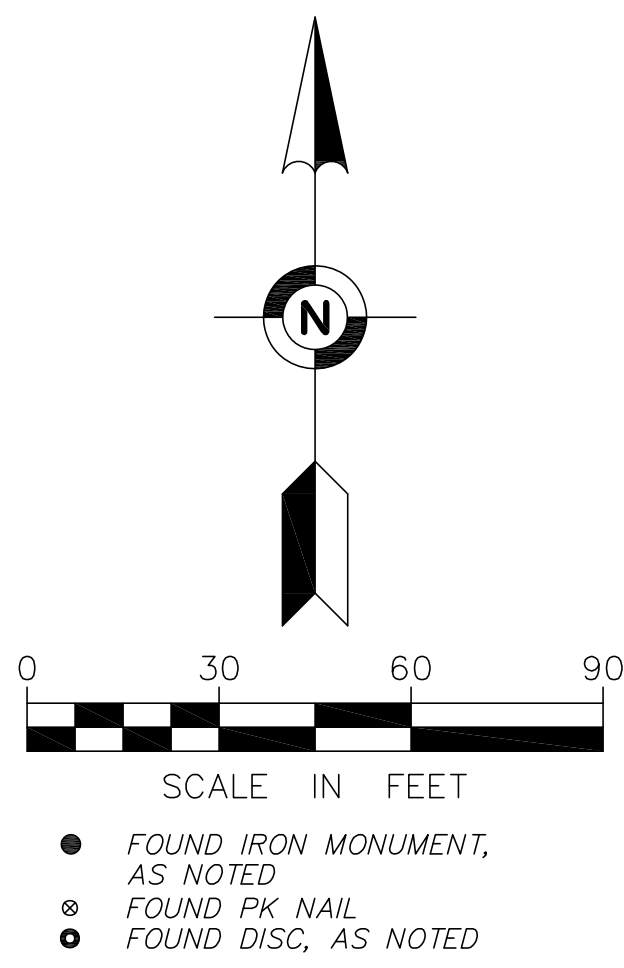
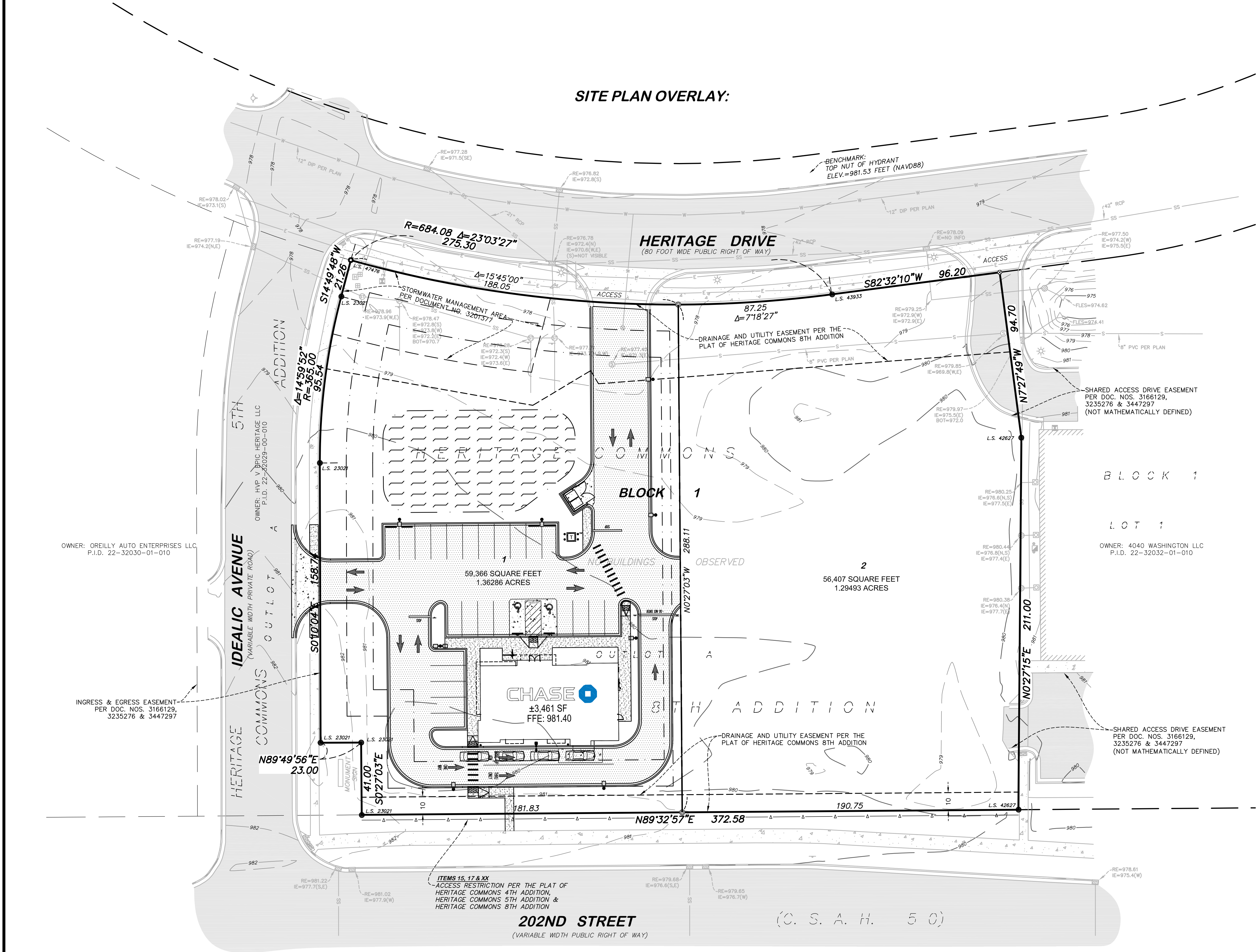


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PRELIMINARY PLAT FOR:
Kimley - Horn & Associates, Inc.

SITE PLAN OVERLAY:

- LEGEND:
- BENCHMARK
 - SANITARY MANHOLE
 - STORM MANHOLE
 - CATCH BASIN
 - FLARED END SECTION
 - ROOF DRAIN (OUTLET)
 - GATE VALVE
 - LIGHT
 - ELECTRIC BOX
 - ELECTRIC METER
 - HANDHOLE
 - HYDRANT
 - GAS METER
 - BOLLARD
 - LIMITED ACCESS
 - SANITARY SEWER
 - STORM SEWER
 - WATERMAIN
 - UNDERGROUND ELECTRIC
 - EXISTING CONTOUR LINE
 - BITUMINOUS SURFACE
 - CONCRETE SURFACE



FIELD BOOK	PAGE	FIELDWORK CHIEF:	NO.	DATE	REVISIONS
		BW			DESCRIPTION
		DRAWN BY:			
		RRR,CAT, DL			
		CHECKED BY:			
		CAT			
DRAWING NAME: 42007 Preliminary Plat.dwg					
JOB NO. 42007					
FILE NO.DAK 64					

PRELIMINARY PLAT OF
HERITAGE COMMONS
9TH ADDITION

SURVEY FOR:

Kimley - Horn & Associates, Inc.

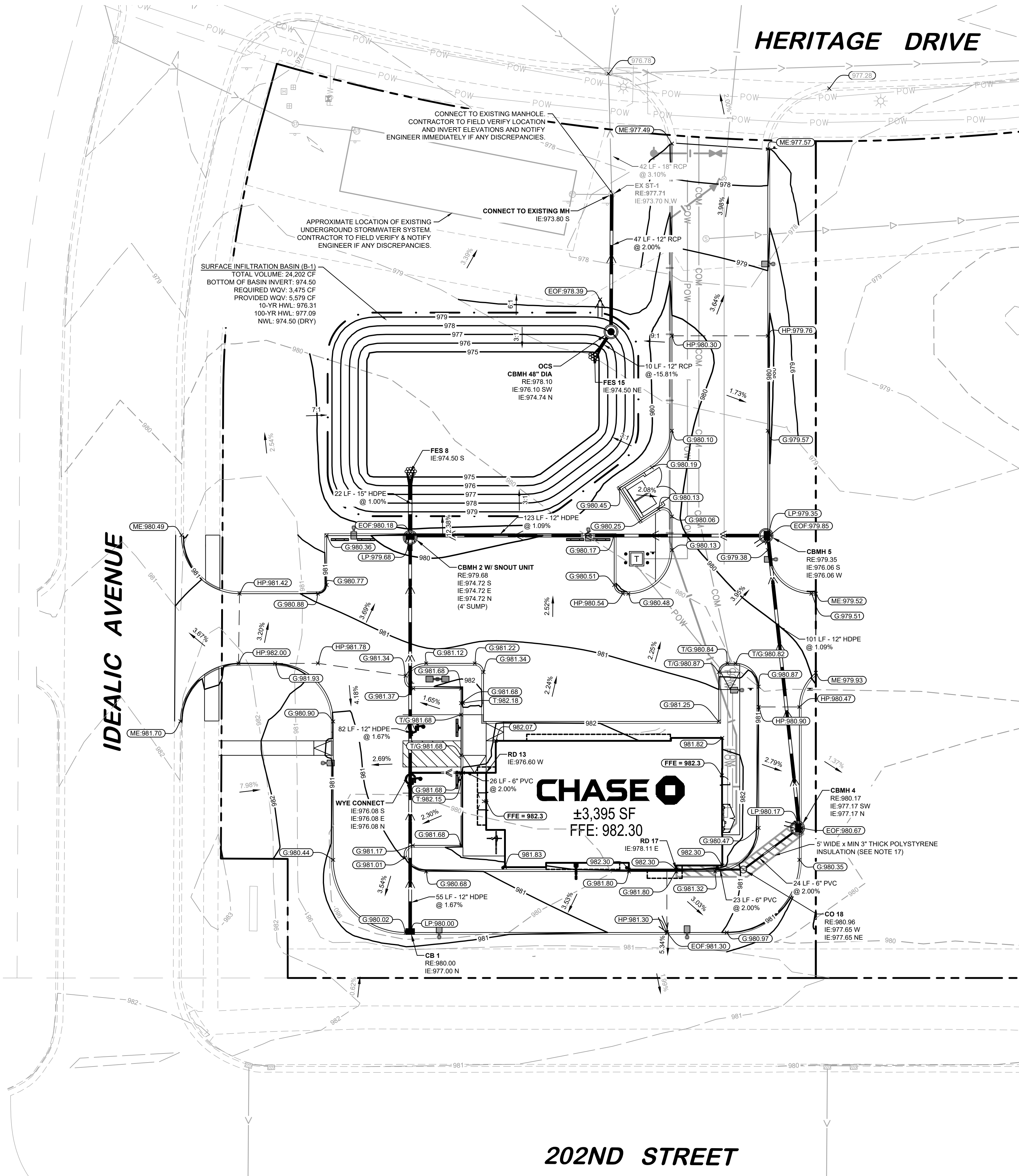
PROPERTY ADDRESS:

20170 Iberia Avenue
Lakeville, Minnesota 55044

EFN
Egan, Field & Nowak, Inc.
land surveyors since 1872

475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM
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NO LATER THAN DURING INFILTRATION/FILTRATION BASIN OVER-EXCAVATION/SUB-SOIL WORK, THE APPLICANT SHALL ENSURE THAT A CERTIFIED SOIL SCIENTIST WILL BE PRESENT TO VERIFY AND DOCUMENT THAT PRACTICE AREA SUB-SOILS ARE SUITABLE FOR A SATURATED CONDITION INFILTRATION RATE OF 0.30-INCH PER HOUR OR GREATER. IF THE SUB-SOIL SATURATED CONDITION INFILTRATION RATES ARE LESS THAN 0.30-INCH PER HOUR, THE CONTRACTOR SHALL CORRECT DOWN TO A POORLY GRADED SAND LAYER. THE CITY SHALL BE PROVIDED WITH 24-HOURS' NOTICE OF COMMENCEMENT OF INFILTRATION TESTING AND SHALL BE PROVIDED WITH INFILTRATION RESULTS (E.G. TESTING DATA LOGS) WITHIN 24-HOURS OF TESTING COMPLETION. THE APPLICANT SHALL PROVIDE THE CITY WATER RESOURCES STAFF WITH 24-HOUR ADVANCE NOTICE PRIOR TO ANY EXCAVATION AND/OR SOIL BACKFILLING WITHIN ANY INFILTRATION/FILTRATION PRACTICES (CITY WATER RESOURCES STAFF CONTACT/INSTRUCTIONS SHALL BE CLEARLY/PROMINENTLY LISTED ON APPROPRIATE PLAN SHEETS).

LEGEND

- PROPERTY LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED RIDGE LINE
- PROPOSED SWALE
- PROPOSED STORM MANHOLE (SOLID CASTING)
- PROPOSED STORM MANHOLE (ROUND INLET CASTING)
- PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
- PROPOSED STORM SEWER CLENOUT
- PROPOSED FLARED END SECTION
- PROPOSED RIPRAP
- PROPOSED STORM SEWER
- PROPOSED SPOT ELEVATION
- PROPOSED HIGH POINT ELEVATION
- PROPOSED LOW POINT ELEVATION
- PROPOSED GUTTER ELEVATION
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED FLUSH PAVEMENT ELEVATION
- MATCH EXISTING ELEVATION
- PROPOSED EMERGENCY OVERFLOW ELEVATION
- PROPOSED TOP/BOTTOM OF WALL ELEVATION
- PROPOSED DRAINAGE DIRECTION

- GRADING PLAN NOTES**
- PERFORM GRADING WORK IN ACCORDANCE WITH APPLICABLE CITY SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
 - CONTACT STATE 811 CALL-BEFORE-YOU-DIG LOCATING SERVICE AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS.
 - STORM SEWER PIPE SHALL BE AS FOLLOWS:
 - RCP PER ASTM C-76
 - HDPE: 0" - 10" PER AASHTO M-252
 - HDPE: 12" OR GREATER PER ASTM F-2306
 - PVC SCH. 40 PER ASTM D-1785STORM SEWER FITTINGS SHALL BE AS FOLLOWS:
 - RCP PER ASTM C-76, JOINTS PER ASTM C-361, C-990, AND C-443
 - HDPE PER ASTM D-3212
 - PVC PER ASTM D-3034, JOINTS PER ASTM D-3212
 - CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OR EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
 - SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING PAVEMENT.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
 - CONTRACTOR SHALL EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS.
 - GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE STREET READY FOR SUBBASE.
 - ALL EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ANY ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
 - REFER TO THE UTILITY PLAN FOR SANITARY SEWER MAIN, WATER MAIN SERVICE LAYOUT AND ELEVATIONS AND CASTING / STRUCTURE NOTATION.
 - CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES TO PROVIDE POSITIVE DRAINAGE.
 - INSTALL A MINIMUM OF 4" CLASS 5 AGGREGATE BASE UNDER CURB AND GUTTER AND CONCRETE SIDEWALKS.
 - UPON COMPLETION OF EXCAVATION AND FILLING, CONTRACTOR SHALL RESTORE ALL STREETS AND DISTURBED AREAS ON SITE. ALL DISTURBED AREAS SHALL BE RE-VEGETATED WITH A MINIMUM OF 4" OF TOPSOIL.
 - ALL SPOT ELEVATIONS/CONTOURS ARE TO GUTTER / FLOW LINE UNLESS OTHERWISE NOTED.
 - GRADING FOR ALL SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS SHALL CONFORM TO CURRENT ADA STATE/NATIONAL STANDARDS. IN NO CASE SHALL ACCESSIBLE RAMP SLOPES EXCEED 1" VERTICAL TO 12" HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 2%. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5%. IN NO CASE SHALL ACCESSIBLE PARKING STALLS OR AISLES EXCEED 2% (1.5% TARGET) IN ALL DIRECTIONS. SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVING. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR A.D.A COMPLIANCE ISSUES.
 - MAINTAIN A MINIMUM OF 0.5% GUTTER SLOPE TOWARDS LOW POINTS.
 - CONTRACTOR TO PROVIDE 3" INSULATION BY 5' WIDE CENTERED ON STORM PIPE IF LESS THAN 4" OF COVER IN PAVEMENT AREAS AND LESS THAN 3' OF COVER IN LANDSCAPE AREAS.
 - ROOF DRAIN INVERT CONNECTIONS AT THE BUILDING SHALL BE AT ELEVATION -XXXX.XX- OR LOWER UNLESS NOTED OTHERWISE. REFERENCE MEP PLANS FOR ROOF DRAIN CONNECTION.
 - ALL STORM SEWER CONNECTIONS SHALL BE GASKETED AND WATER TIGHT INCLUDING MANHOLE CONNECTIONS.
 - ALL STORM SEWER PIPE SHALL BE AIR TESTED IN ACCORDANCE WITH THE CURRENT PLUMBING CODE.
 - MAINTAIN A MINIMUM OF 1.25% SLOPE IN BITUMINOUS PAVEMENT AREAS, 0.5% SLOPE IN CONCRETE PAVEMENT AREAS.
 - CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "INFALL CURB" WHERE PAVEMENT DRAINS TOWARD GUTTER, AND "OUTFALL" CURB WHERE PAVEMENT DRAINS AWAY FROM GUTTER.

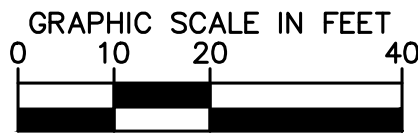
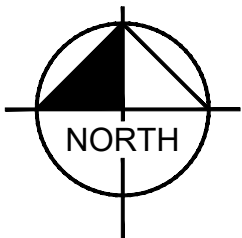
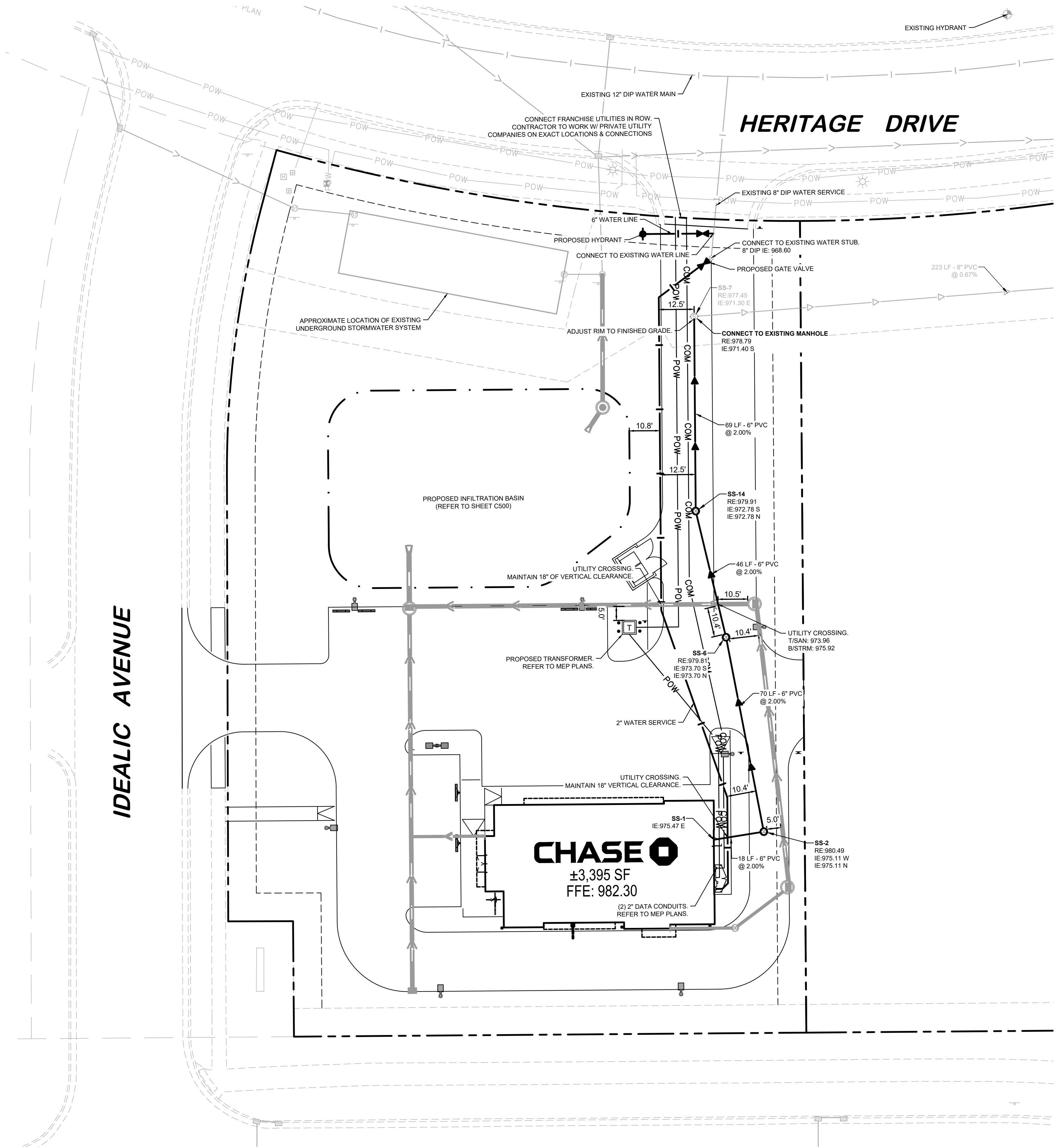
811
Know what's below.
Call before you dig.

GRAPHIC SCALE IN FEET
0 10 20 40

PRELIMINARY - NOT FOR CONSTRUCTION

KHA PROJECT 160094056		KHA DATE 03/28/2025		KHA SCALE AS SHOWN		KHA DESIGNED BY BSK		KHA DRAWN BY BSK		KHA CHECKED BY MTL	
CHASE BANK- 202ND W AND IDEAL AVE		PREPARED FOR THE ARCHITECTS PARTNERSHIP		LAKEVILLE MN		SHEET NUMBER C500		CITY COMMENTS 05/01/2025 BSK		CITY COMMENTS 03/28/2025 BSK	
Kimley»Horn		© 2025 KIMLEY-HORN AND ASSOCIATES, INC. 11895 SINGLETREE LANE, SUITE 225 EDEN PRAIRIE, MN 55344 PHONE: 651-445-4197 WWW.KIMLEY-HORN.COM		REVISIONS		DATE		BY			

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LEGEND		
EXISTING	PROPOSED	
		GATE VALVE
		HYDRANT
		REDUCER
		TEE
		SANITARY SEWER MANHOLE
		SANITARY CLEANOUT
		WATERMAIN
		SANITARY SEWER
		STORM SEWER
		UNDERGROUND ELECTRIC
		TELEPHONE
		GAS MAIN

UTILITY PLAN NOTES

- INSTALL UTILITIES IN ACCORDANCE WITH APPLICABLE CITY SPECIFICATIONS, STATE PLUMBING CODE, AND BUILDING PERMIT REQUIREMENTS.
- CONTACT STATE 811 CALL-BEFORE-YOU-DIG LOCATING SERVICE AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS.
- CONTRACTOR IS RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
- SANITARY SEWER PIPE SHALL BE:
PVC: ASTM D-2729, D-3034
PVC SCH 40: ASTM D-1785, F-714, F-894
SANITARY SEWER FITTINGS SHALL BE:
PVC: ASTM D-2729, D-3034
PVC SCH40: ASTM D-2865, F-2794, F-1866
- WATER MAIN PIPE SHALL BE:
PVC: ASTM D-1785, D-2241, AWWA C-900
DUCTILE IRON: AWWA C-115
WATER MAIN FITTINGS SHALL BE:
PVC: ASTM D-2464, D-2466, D-2467, F-1970, AWWA C-907
DUCTILE IRON: AWWA C-153, C-110, ASME 316.4
- WHEN CONNECTING TO AN EXISTING UTILITY LINE, FIELD VERIFY THE LOCATION, DEPTH, AND SIZE OF THE EXISTING PIPE(S) PRIOR TO INSTALLATION OF THE NEW LINES. NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS IMPACTING THE PROPOSED DESIGN OF THE PROJECT.
- PLACE AND COMPACT ALL FILL MATERIAL PRIOR TO INSTALLATION OF PROPOSED UNDERGROUND UTILITIES. MINIMUM TRENCH WIDTH SHALL BE 2 FEET.
- MAINTAIN A MINIMUM OF 7'-6" COVER ON ALL WATER LINES.
- FOR WATER LINES AND STUB-OUTS UTILIZE MECHANICAL JOINTS WITH RESTRAINTS SUCH AS THRUST BLOCKING, WITH STAINLESS STEEL OR COBALT BLUE BOLTS, OR AS INDICATED IN THE CITY SPECIFICATIONS AND PROJECT DOCUMENTS.
- MAINTAIN 18-INCH MINIMUM VERTICAL SEPARATION WHERE SEWER PIPE CROSSES WATER LINES (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE OR STRUCTURE). PROVIDE 10-FOOT HORIZONTAL SEPARATION BETWEEN SEWER PIPE AND WATER LINES.
- IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (OR ANY OBSTRUCTION EXISTING AND PROPOSED), THE SANITARY PIPE MATERIAL SHALL BE PVC SCHEDULE 40 OR PVC C900 AND HAVE MECHANICAL JOINTS AT LEAST 10 FEET ON EITHER SIDE OF THE CENTER LINE OF THE CROSSING. THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE FASTENERS AS REQUIRED TO PROVIDE A MINIMUM OF 18-INCH VERTICAL SEPARATION MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI 21.11 (AWWA C-151) (CLASS 50).
- ALL PVC & HDPE SEWER AND WATER PIPE SHALL HAVE A TRACER WIRE INSTALLED IN THE TRENCH AND TERMINATED PER THE DETAILS.
- UNDERGROUND UTILITY LINES SHALL BE INSTALLED, INSPECTED AND APPROVED PRIOR TO PLACING BACKFILL.
- IN PAVEMENT AREAS, RAISE MANHOLE CASTINGS TO BE FLUSH WITH PROPOSED FINISHED SURFACE GRADE. IN GREEN AREAS, RAISE MANHOLE CASTINGS TO BE ONE FOOT ABOVE FINISHED GROUND ELEVATION & INSTALL A WATERTIGHT LID.
- REFER TO PLUMBING PLANS FOR LOCATION, SIZE AND ELEVATION OF UTILITY SERVICE CONNECTIONS AND ROOF DRAINS TO THE INTERIOR BUILDING SYSTEMS. BACKFLOW DEVICES (DDCV AND PRZ ASSEMBLIES) & METERS ARE LOCATED INSIDE THE BUILDING.
- CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES. COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
- REFER TO THE SITE ELECTRICAL PLANS FOR SPECIFICATIONS OF THE PROPOSED SITE LIGHTING AND ELECTRICAL EQUIPMENT.
- EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS. REFER TO THE UTILITY PLANS FOR LAYOUT AND ELEVATIONS FOR PROPOSED SANITARY SEWER, WATER MAIN, AND OTHER BUILDING UTILITY SERVICE CONNECTIONS. REFER TO THE GRADING PLAN FOR DETAILED SURFACE ELEVATIONS.
- EXCESS MATERIAL, ABANDONED UTILITY ITEMS, AND OTHER UNUSABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
- COORDINATE WITH THE PLUMBING PLANS FOR THE LOCATION, SIZE AND ELEVATION OF THE PROPOSED UNDERGROUND ROOF DRAIN CONNECTIONS.
- WHERE STORM SEWER ROOF DRAINS HAVE LESS THAN 4-FEET OF COVER IN PAVED AREAS OR 3-FEET OF COVER IN LANDSCAPE AREAS, PROVIDE 3-INCH THICK INSULATION A MINIMUM OF 5-FEET IN WIDTH, CENTERED ON THE PIPE.
- ALL STORM SEWER PIPE JOINTS SHALL BE WATER-TIGHT CONNECTIONS.
- ALL STORM SEWER PIPE CONNECTIONS TO MANHOLES SHALL BE GASKETED AND WATER TIGHT. BOOTED COUPLERS AT THE STRUCTURE OR A WATER STOP WITH NON-SHRINK GROUT MAY BE USED IN ACCORDANCE WITH LOCAL CODES.
- CONTRACTOR SHALL AIR TEST ALL STORM SEWER PIPE IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS.

PRELIMINARY - NOT FOR CONSTRUCTION

CHASE BANK- 202ND

W AND IDEAL AVE

PREPARED FOR

THE ARCHITECTS

PARTNERSHIP

LAKEVILLE MN

KHA PROJECT

16094066

DATE

03/28/2025

SCALE

AS SHOWN

DESIGNED BY

BSK

DRAWN BY

BSK

CHECKED BY

MTL

UTILITY SERVICE MAP 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. WURDEIMAN
DATE: 11/25/2024 LIC. NO. 53113

Kimley»Horn

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11895 SINGLETREE LANE, SUITE 225 EDEN PRAIRIE, MN 55344

PHONE: 614-445-4197

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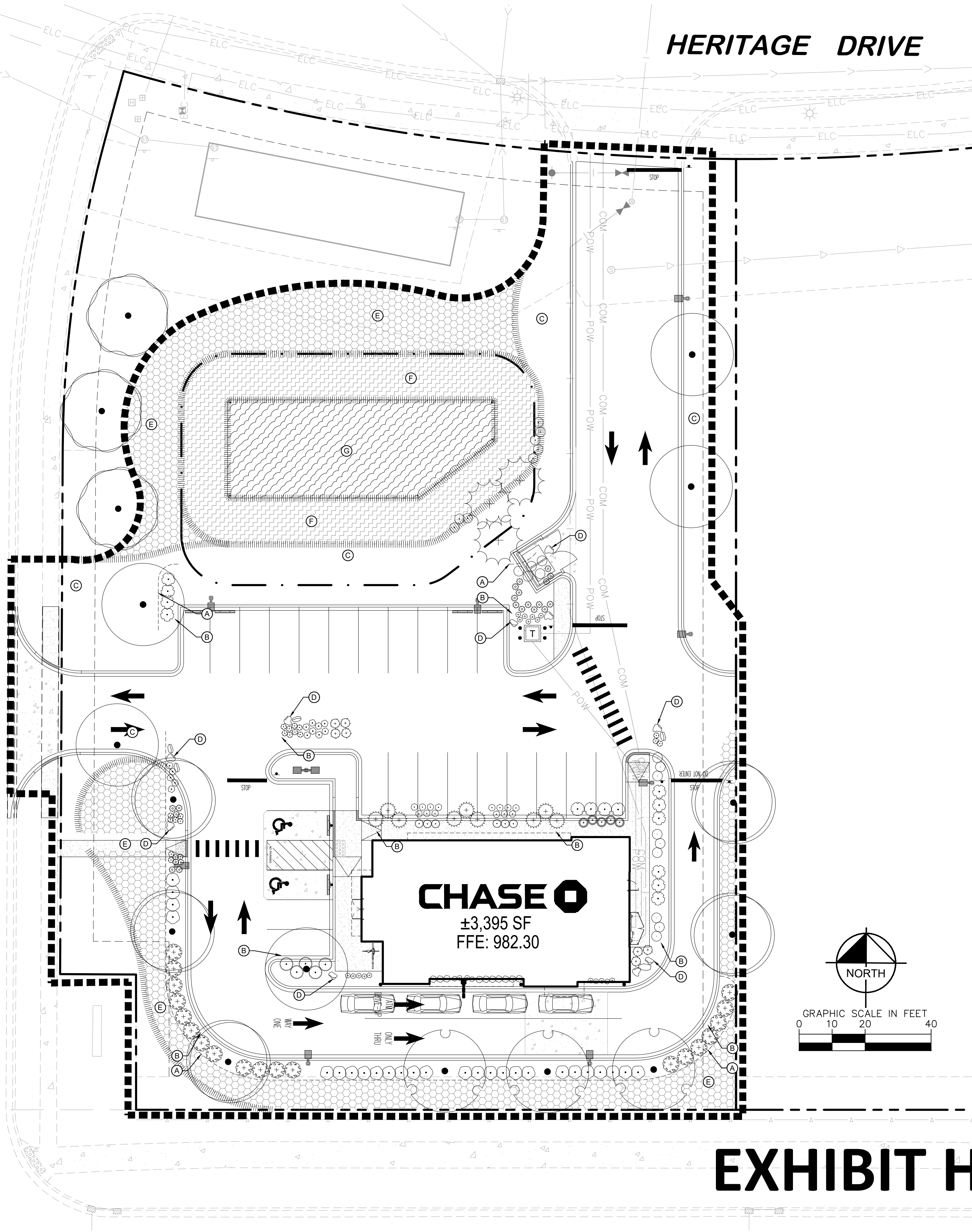


EXHIBIT H

202ND STREET

BOTTOM OF BASIN PLUGS	2,205 SF		
CAREX PENNSYLVANICA / PENNSYLVANIA SEDGE	51	FLAT, 2" PLUGS	20% @ 36" OC
CAREX VULPINOIDEA / FOX SEDGE	64	FLAT, 2" PLUGS, 36" OC	25% @ 36" OC
EUPATORIUM MACULATUM / JOE PYE WEED	14	FLAT, 2" PLUGS, 48" O.C.	10% @ 48" OC
EUPATORIUM PERFORIATUM / BONESET	36	FLAT, 2" PLUGS, 48" O.C.	25% @ 48" OC
IRIS VERSICOLOR / BLUE FLAG	25	FLAT, 2" PLUGS, 36" OC	10% @ 36" OC
PANICUM VIRGATUM / SWITCHGRASS	25	FLAT, 2" PLUGS, 36" OC	10% @ 36" OC

PERIMETER TREES REQUIRED:	PLANTINGS AT PROPERTY PERIMETER, DESIGNED SITE AMENITIES (COMPOSITION OF PLANT MATERIAL AND / OR CREATIVE GRADING, DECORATIVE LIGHTING, EXTERIOR SCULPTURE, ETC)
PERIMETER TREES PROVIDED:	SEE PLAN
*CONIFEROUS TREES MAY REPLACE SOME DECIDUOUS TREES TO PROVIDE YEAR AROUND SCREENING	
PARKING LOT SCREENING REQUIRED:	36" HT MAX. CONTINUOUS SCREEN OF PARKING LOT FROM ROADWAY DECIDUOUS TREES 40' O.C. MAX, CONIFEROUS TREES 15' O.C. MAX, DECIDUOUS SHRUBS 4' O.C. MAX, CONIFEROUS SHRUBS 3' O.C. MAX
PARKING LOT SCREENING PROVIDED:	SEE PLAN
INTERIOR LANDSCAPE AREA REQUIRED:	441 SF = (8,620 SF OFF STREET PARKING AREA / 100) * 5
INTERIOR LANDSCAPE AREA PROVIDED:	772 SF
*MINIMUM DIMENSION OF LANDSCAPE AREA IS NINE (9) FEET IN ANY DIRECTION, MEASURED FROM BACK OF CURB. MINIMUM LANDSCAPE AREA IS ONE HUNDRED SIXTY (160) SQUARE FEET. LANDSCAPING SHALL BE SETBACK 2' FROM PARKING STALLS.	

	EDGER (TYP.)
	APPROXIMATE LIMITS OF SEEDING/ SEED ALL DISTURBED AREAS (TYP.)
	SEED EDGE (TYP.)
	BOULDERS (TYP.)
	SEED WITH SHORT PRAIRIE GRASS SEED MIX AND WILDFLOWER MIX AVAILABLE FROM PRAIRIE RESTORATIONS, INC.
	SEED WITH MNDOT WET DITCH SEED MIX (TYP.)

- A EDGER (TYP.)
- B ROCK MULCH (TYP.)
- C SEED WITH MNDOT SOUTHERN BOULEVARD SEED MIX (TYP.)
- D BOULDER (TYP.)
- E SEED WITH SHORT PRAIRIE GRASS SEED MIX AND WILDFLOWER MIX AVAILABLE FROM PRAIRIE RESTORATIONS, INC.
- F SEED WITH MNDOT WET DITCH SEED MIX (TYP.)
- G BOTTOM BASIN PLUGS: DISTRIBUTE EVENLY USING TRIANGULAR SPACING, SEE INFILTRATION POND PLANT SCHEDULE

<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>	<u>N/A</u>	<u>CAL.</u>
<u>CONIFEROUS TREE</u>						
	NWS	3	NORWAY SPRUCE	PICEA ABIES	B & B	6' HT.
<u>OVERSTORY TREE</u>						
	BOL	5	BOULEVARD LINDEN	TILIA AMERICANA 'BOULEVARD'	B & B	2.5" CAL.
	IHL	5	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS VAR. INERMIS 'IMPERIAL'	B & B	2.5" CAL.
	PRE	3	AMERICAN ELM	ULMUS AMERICANA 'PRINCETON'	B & B	2.5" CAL.
	SWO	3	SWAMP WHITE OAK	QUERCUS BICOLOR	B & B	2.5" CAL.

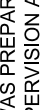
CONIFEROUS SHRUBS						
	HZA	7	HETZ MINI ARBORVITAE	THUJA OCCIDENTALIS 'HETZ MINI'	#5 CONT.	3' O.C.
	SGJ	19	SEA OF GOLD JUNIPER	JUNIPERUS X PFITZERIANA 'MONSAN'	#5 CONT.	4' O.C.
	TAU	9	TAUTON YEW	TAXUS X MEDIA 'TAUNTONII'	#5 CONT.	5' O.C.
DECIDUOUS SHRUBS						
	AFD	8	ARTIC FIRE DOGWOOD	CORNUS SERICEA 'ARTIC FIRE'	#5 CONT.	3' O.C.
	ANH	4	ANNABELLE HYDRANGEA	HYDRANGEA ARBORESCENS 'ANNABELLE'	#5 CONT.	4' O.C.
	BLC	26	IROQUOIS BEAUTY BLACK CHOKEBERRY	ARONIA MELANOCARPA 'IROQUOIS BEAUTY' TM	#5 CONT.	4' O.C.
	GLS	5	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LOW'	#5 CONT.	4' O.C.
	LDN	10	LITTLE DEVIL NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' TM	#5 CONT.	4' O.C.

	GVH	6	GOLDEN VARIEGATED HAKONECHLOA	HAKONECHLOA MACRA 'AUREOLA'	#1 CONT.	24" OC
	HMS	14	HEAVY METAL SWITCHGRASS	PANICUM VIRGATUM 'HEAVY METAL'	#1 CONT.	3' O.C.
	NSG	20	NORTHWIND SWITCH GRASS	PANICUM VIRGATUM 'NORTHWIND'	#1 CONT.	24" O.C.
	PDS	23	PRAIRIE DROPSEED	SPOROBOLUS HETEROLEPIS	#1 CONT.	18" O.C.
	PFG	5	PURPLE FLAME GRASS	MISCANTHUS X 'PURPURASCENS'	#1 CONT.	18" O.C.

	BES	21	BLACK-EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTURM'	#1 CONT.	18" O.C.
	RBC	21	RUBY STAR CONEFLOWER	ECHINACEA PURPUREA 'RUBY STAR'	#1 CONT.	20" O.C.
	VPA	14	VISION IN PINK CHINESE ASTILBE	ASTILBE CHINENSIS 'VISION IN PINK'	#1 CONT.	24" O.C.

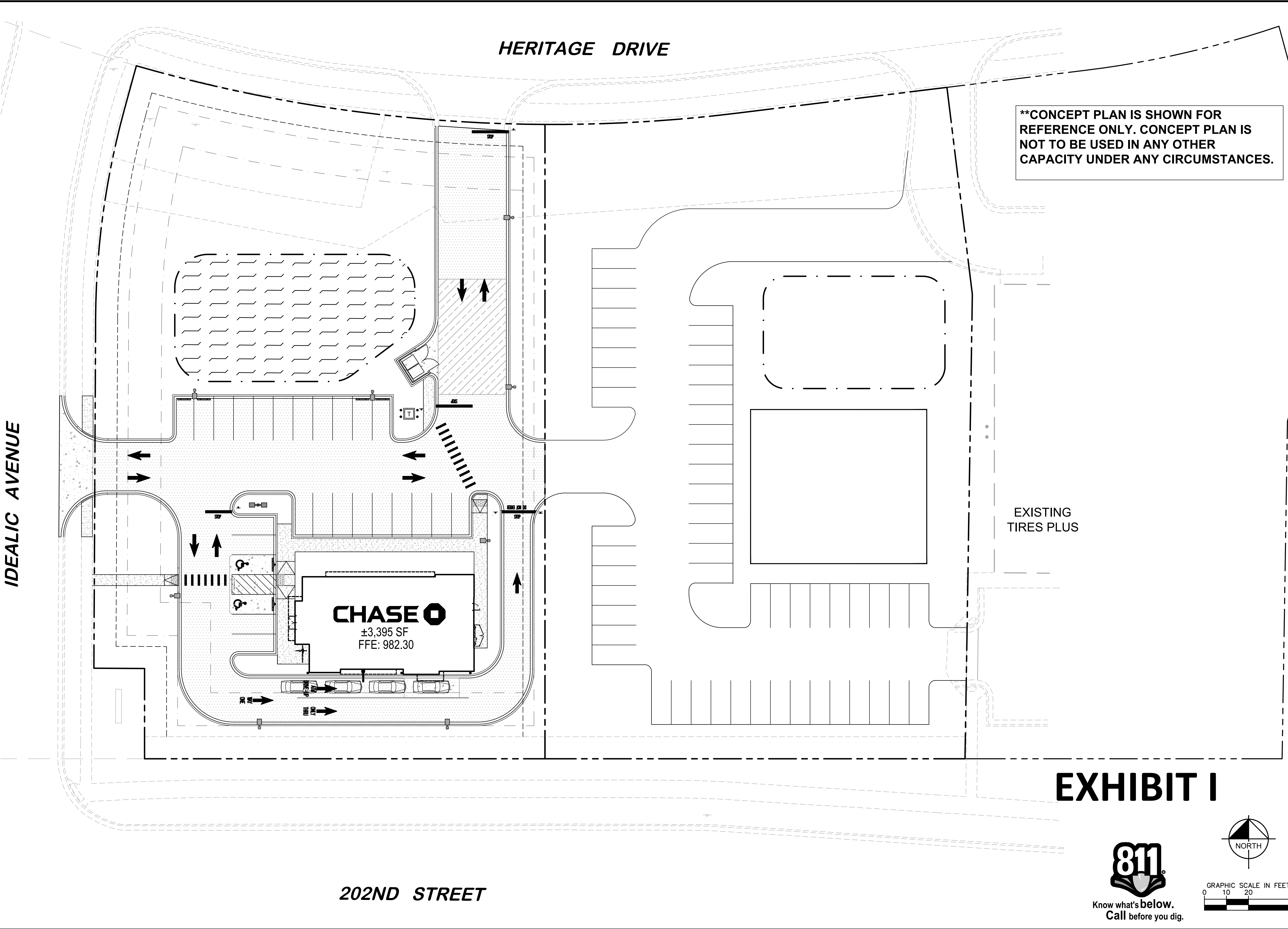
CHASE BANK- 202ND W
AND IDEAL AVE
PREPARED FOR
THE ARCHITECTS
PARTNERSHIP

SHEET NUMBER
L100

KHA PROJECT	DATE	03/28/2025	SCALE	AS SHOWN		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 LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
160094056						
	DESIGNED BY	CFK				
	DRAWN BY	RAH				

Kimley»Horn
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11995 SINGLETREE LANE, SUITE 225 EDEN PRAIRIE, MN 55344
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

No.	REVISIONS	DATE	BY
2	CITY COMMENTS	05/01/2025	BSK
1	CITY COMMENTS	03/28/2025	BSK



Know what's below.
Call before you dig.

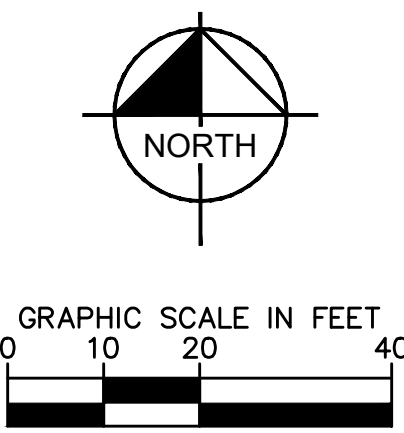


EXHIBIT I

PRELIMINARY - NOT FOR CONSTRUCTION

CHASE BANK- 202ND
W AND IDEAL AVE
PREPARED FOR
THE ARCHITECTS
PARTNERSHIP
LAKEVILLE MN

VACANT PARCEL
SITE CONCEPT

KHA PROJECT	160094066
DATE	11/25/2024
SCALE	AS SHOWN
DESIGNED BY	BSK
DRAWN BY	BSK
CHECKED BY	MTL

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476			
477			
478			

HERITAGE COMMONS 9TH ADDITION

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

OUTLOT A, HERITAGE COMMONS 8TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota

Has caused the same to be surveyed and platted as HERITAGE COMMONS 9TH ADDITION, and does hereby dedicate to the public for public use the drainage and utility easements created by this plat.

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

Signed: HVP V Epic Heritage, LLC, a Delaware limited liability company,

By _____ of HVP V Epic Heritage, LLC, a Delaware limited liability company.

STATE OF _____
COUNTY OF _____

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

Signature of Notary _____

Printed Name of Notary _____

Notary Public _____ County, _____
My commission expires _____

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

Dated this _____ day of _____, 20____.

Christopher A. Terwedo, Licensed Land Surveyor
Minnesota License No. 53536

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by Christopher A. Terwedo, Land Surveyor, Minnesota License No. 53536.

Signature of Notary _____

Printed Name of Notary _____

Notary Public _____ County, _____
My commission expires _____

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

This plat of HERITAGE COMMONS 9TH ADDITION was approved and accepted by the City Council of the City of Lakeville, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor By: _____ Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

By: _____
Todd B. Tollefson
Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 28th day of November, 2023, the Board of Commissioners of Dakota County, Minnesota, approved this plat of HERITAGE COMMONS 9TH ADDITION, and said plat is in compliance with the provisions of 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

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

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

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

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

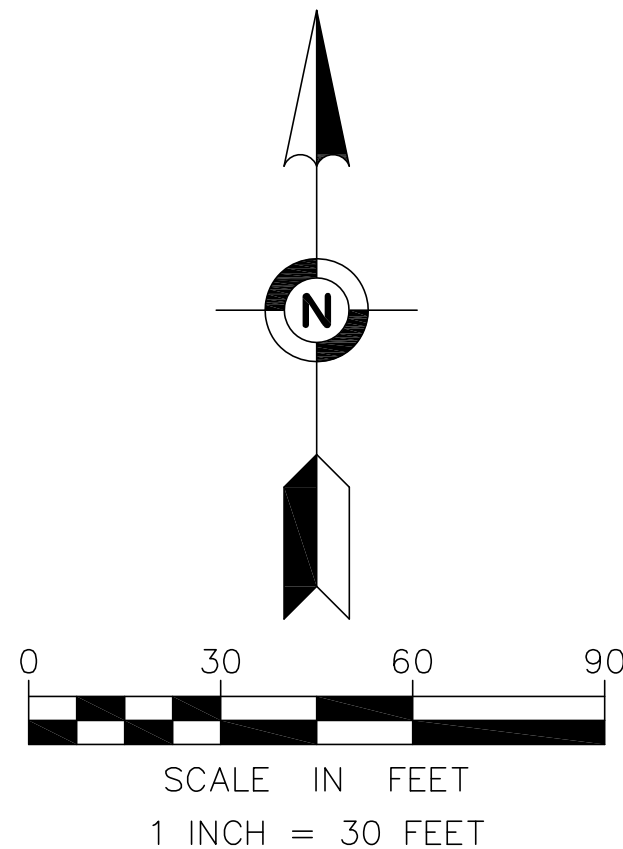
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of HERITAGE COMMONS 9TH ADDITION was filed in the office of the County Recorder for public record this _____ day of _____, 202____, at _____ o'clock ____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

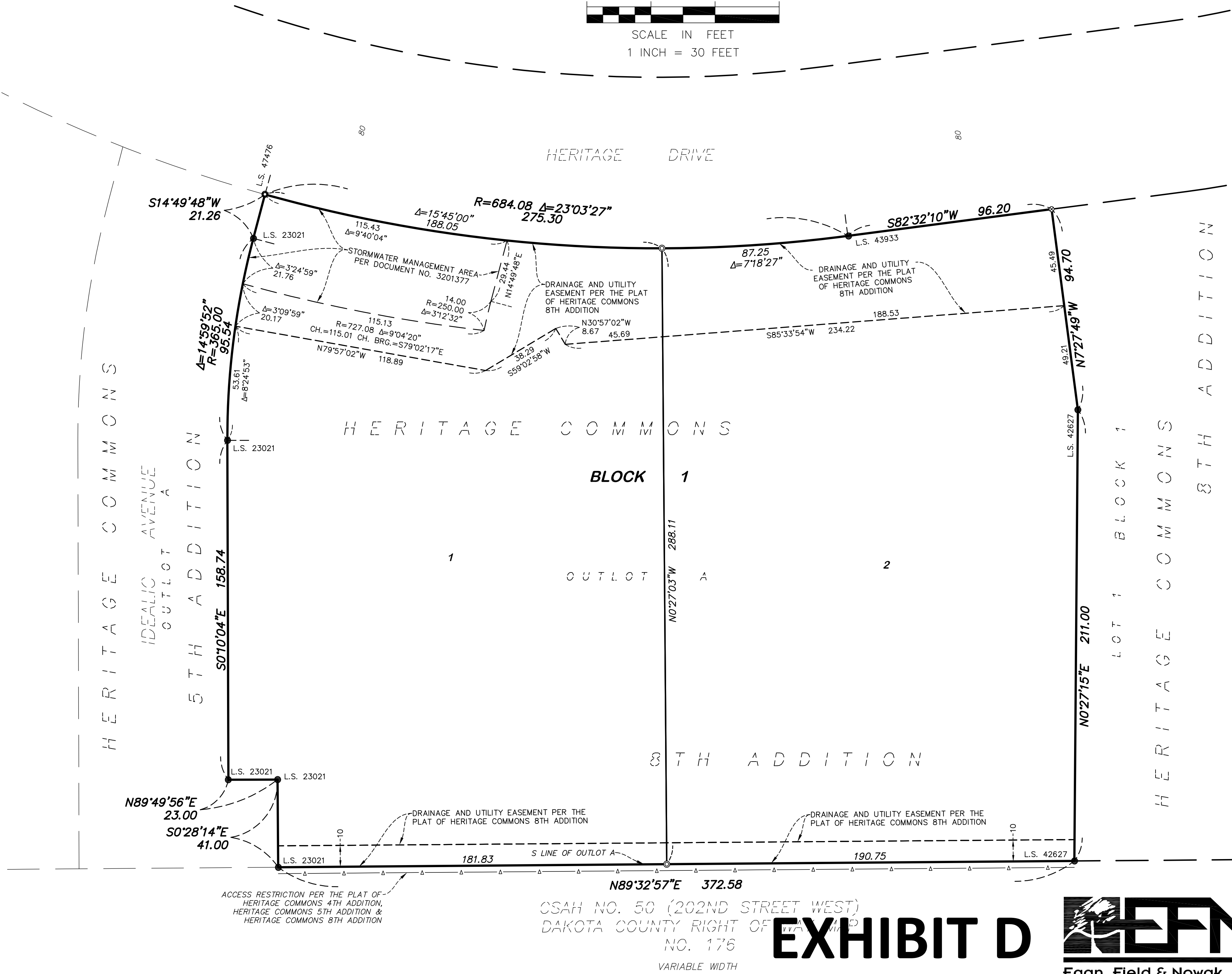
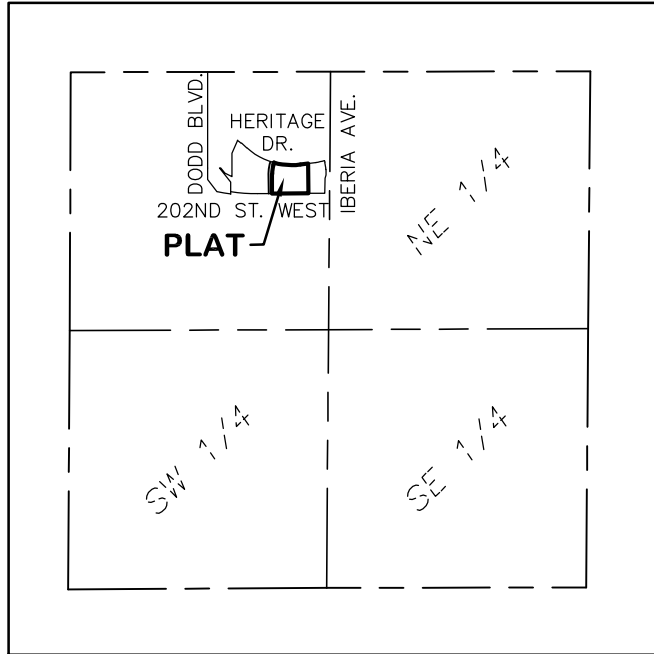
By: _____
Amy A. Koethe, County Recorder

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES FOUND DISC, UNLESS OTHERWISE NOTED
- ⊗ DENOTES FOUND PK NAIL, UNLESS OTHERWISE NOTED
- Ⓢ DENOTES SET 5/8-INCH BY 14-INCH REBAR MARKED WITH LICENSE NUMBER 53536

THE SOUTH LINE OF OUTLOT A, HERITAGE COMMONS 8TH ADDITION, DAKOTA COUNTY, MINNESOTA IS ASSUMED TO BEAR NORTH 89 DEGREES 32 MINUTES 57 SECONDS EAST



SEC. 29, T114N, R20W



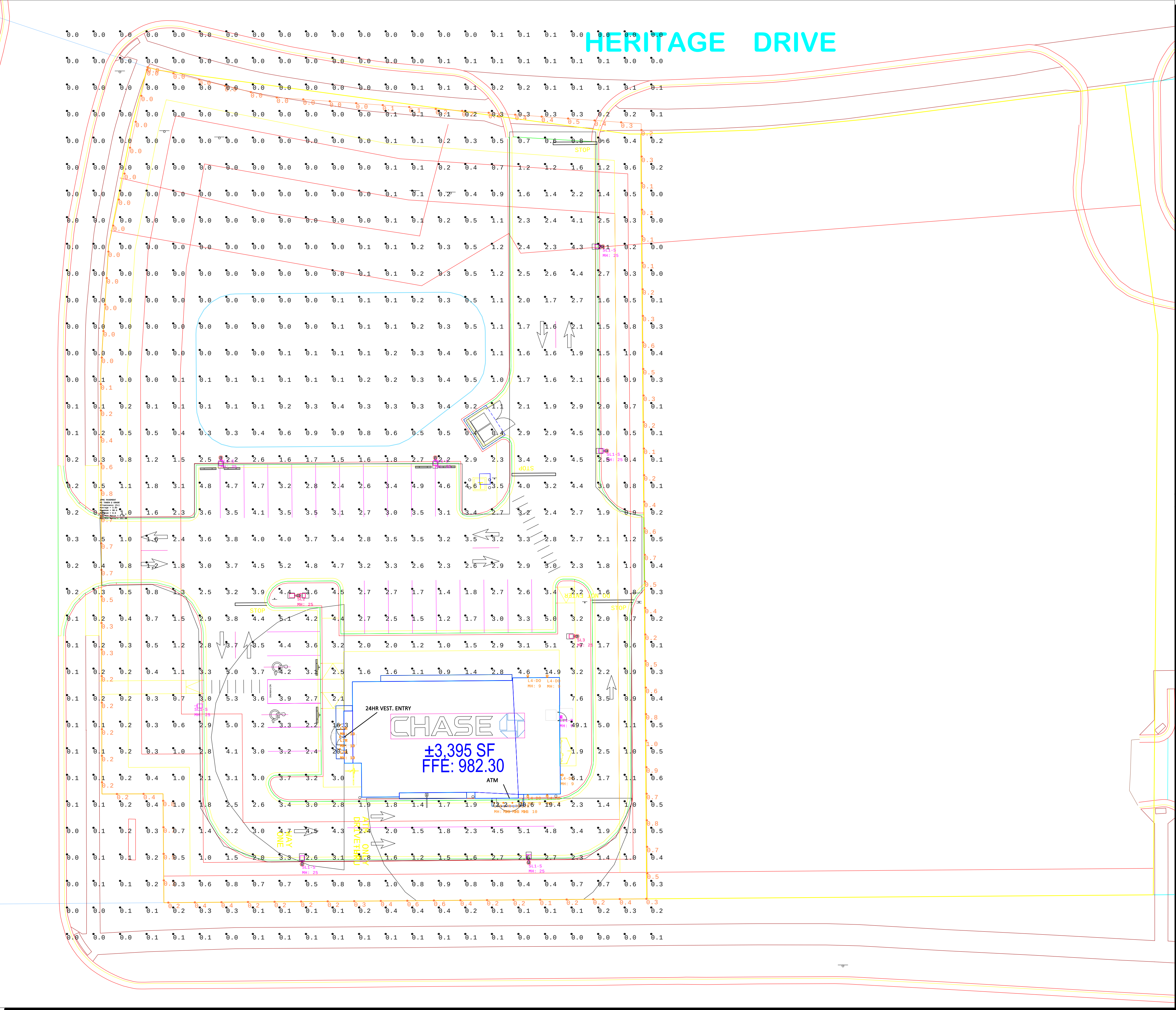
CSAH NO. 50 (202ND STREET WEST)
DAKOTA COUNTY RIGHT OF WAY MAP
NO. 176
VARIABLE WIDTH

EXHIBIT D



Calculation Summary							
Label	Units	Avg	Max	Min	Avg/Min	Max/Min	Description
24HR-ENTRY 5'	Fc	56.89	86.9	16.2	3.51	5.36	FC TAKEN 5' FROM ENTRY @ 3'-0" AFG
24HR-ENTRY 50'	Fc	4.21	52.7	2.0	2.11	26.35	FC TAKEN 50' FROM ENTRY @ 3'-0" AFG
ATM 5'	Fc	76.71	107.8	24.9	3.08	4.33	FC TAKEN 5' FROM ATM @ 3'-0" AFG
ATM 50'	Fc	4.00	99.3	0.1	40.00	999.00	FC TAKEN 50' FROM ATM @ 3'-0" AFG
PROPERTY LINE	Fc	0.30	1.0	0.0	N.A.	N.A.	FC TAKEN @ GRADE
SITE	Fc	1.51	90.6	0.0	N.A.	N.A.	FC TAKEN @ GRADE
JPMC PAVEMENT	Fc	3.83	90.6	0.6	6.38	151.00	FC TAKEN @ GRADE

Luminaire Schedule				
Symbol	Label	Qty	Part Number	Description
	SL3	1	EACL010E4AF740-DIMMING-D1-FINISH	FULL CUTOFF AREA LIGHT
	SL2	1	EACL010D4AF740-DIMMING0D1-FINISH W/SHIELD	FULL CUTOFF AREA LIGHT W/SHIELD
	SL1-S	7	EACL010E4AF740-DIMMING- D1-FINISH W/SHIELD	FULL CUTOFF AREA LIGHT W/SHIELD
	L7R	7	5811SAT20L	RECESSED DOWNLIGHT
	L4-DO	5	9004-W1-RW-LED3090-W-BK-L1-UNV	WALL MOUNT DN LIGHT
	L21-B	1	XT0R6B-W	WALL MOUNT FULL CUTOFF HO WALLPACK



- DUE TO CHANGING LIGHTING ORDINANCES IT IS THE CONTRACTORS RESPONSIBILITY TO SUBMIT THE SITE PHOTOMETRICS AND LUMINAIRE SPECS TO THE LOCAL INSPECTOR BEFORE ORDERING TO ENSURE THIS PLAN COMPLIES WITH LOCAL LIGHTING ORDINANCES
- THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS. CHANGES IN ELECTRICAL SUPPLY, AREA GEOMETRY AND OBJECTS WITHIN THE LIGHTED AREA MAY PRODUCE ILLUMINATION VALUES DIFFERENT FROM THE PREDICTED RESULTS SHOWN ON THIS LAYOUT.
- THIS LAYOUT IS BASED ON IES FILES THAT WERE LAB TESTED OR COMPUTER GENERAGED. ACTUAL RESULTS MAY VARY
- MH IS OVERALL MOUNTING HEIGHT

EXHIBIT L

lighting > electrical > energy
technology > signs



FACILITY SOLUTIONS GROUP

Drawn By: JJM
Checked By:
Date:3/26/2025

JPMC LAKEVILLE, MN
LIGHTING LAYOUT

PHOTOMETRIC CALCULATIONS

Page M of 1

#	Date	Comments

Revisions

Page 263 of 268



WEST ELEVATION



NORTH ELEVATION



STORE FRONT
COLOR: BLACK ANODIZED ALUM.



ACM PANELS
COLOR: CLEAR ANODIZED



CAST STONE
COLOR: LIMESTONE HARVEY CEMENT



METAL CANOPY & SUNSHADES
COLOR: BLACK ANODIZED ALUM.



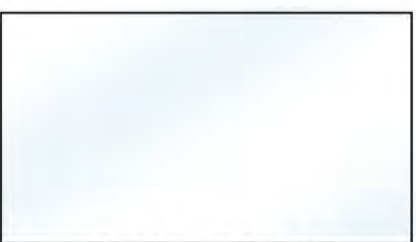
BRICK
COLOR: PLATINUM INTERSTATE BRICKS



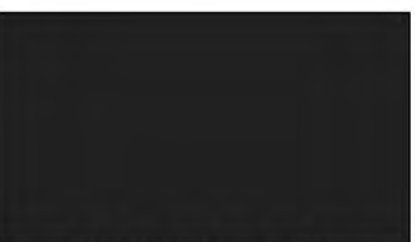
BRICK
COLOR: MIDNIGHT INTERSTATE BRICKS



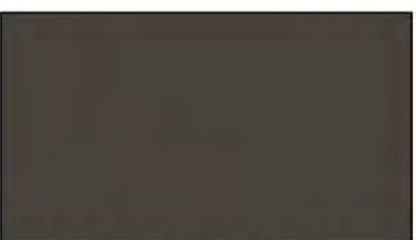
COLUMN
COLOR: CLOUD WHITE



CLEAR GLASS



COPPING CAP
COLOR: MATTE BLACK STEEL PETERSEN ALUMINUM



EXTERIOR PAINT
COLOR: SEAL SKIN SHERWIN WILLIAMS



BRICK
COLOR: ARCTIC WHITE INTERSTATE BRICKS

CLADDING PERCENTAGES

Façade: North				Façade: East			
Total s.f.:	1639.83			Total s.f.:	1026.38		
Material	Proposed s.f.	Proposed percentage	Class Material	Material	Proposed s.f.	Proposed percentage	Class Material
Brick	838.00	51.10	A	Brick	505.34	49.24	A
Cast stone	468.52	28.57	A	Cast stone	466.27	45.43	A
ACM	0.00	0.00	-	ACM	0.00	0.00	-
Glass	333.31	20.33	A	Glass	54.77	5.34	A
Total	1639.83	100.00		Total	1026.38	100.00	

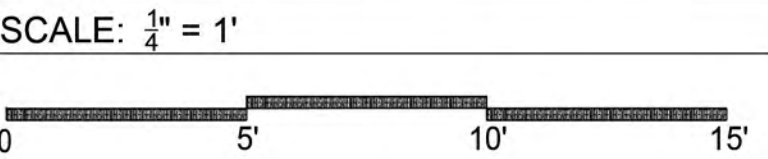
Façade: South				Façade: West			
Total s.f.:	1639.83			Total s.f.:	1026.38		
Material	Proposed s.f.	Proposed percentage	Class Material	Material	Proposed s.f.	Proposed percentage	Class Material
Brick	908.91	55.43	A	Brick	547.71	53.36	A
Cast stone	414.89	25.30	A	Cast stone	141.60	13.80	A
ACM	62.26	3.80	C	ACM	62.27	6.07	C
Glass	253.77	15.48	A	Glass	274.80	26.77	A
Total	1639.83	100.00		Total	1026.38	100.00	

CLASS MATERIAL TOTALS

Façade: North		Façade: East	
Class Material	Percentage Total	Class Material	Percentage Total
A	100.00	A	100.00
C	0.00	C	0.00
Total	100.00	Total	100.00

Façade: South		Façade: West	
Class Material	Percentage Total	Class Material	Percentage Total
A	96.20	A	93.93
C	3.80	C	6.07
Total	100.00	Total	100.00

NOTE: PER AHJ REQUIREMENTS, THE PROPOSED ARCHITECTURE SHOULD MATCH THE EXISTING SURROUNDING BUILDINGS, MASONRY AND BRICK ARE OBSERVED IN THE SURROUNDING AREA. IN LIEU OF FIBER CEMENT NICHHA IN COLORS "BARK" & "ASH", BRICK IN COLOR "MIDNIGHT" AND "PLATINUM" WILL BE PROPOSED.





LAKEVILLE
20170 Iberia Ave.
Lakeville, MN 55044

ARCHITECTURAL ELEVATIONS
04.09.25

EXHIBIT K

Architect/Designer
The Architects Partnership, Ltd.
200 South Michigan Avenue
Chicago, IL 60604
t: 312.583.9800
f: 312.583.9890
TAP Project Number: 24054





EAST ELEVATION



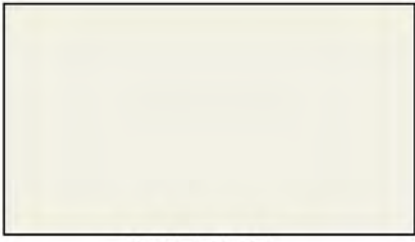
SOUTH ELEVATION



STORE FRONT
COLOR: BLACK ANODIZED ALUM.



METAL CANOPY & SUNSHADES
COLOR: BLACK ANODIZED ALUM.



COLUMN
COLOR: CLOUD WHITE



ACM PANELS
COLOR: CLEAR ANODIZED



BRICK
COLOR: PLATINUM INTERSTATE BRICKS



CLEAR GLASS



CAST STONE
COLOR: LIMESTONE HARVEY CEMENT



BRICK
COLOR: MIDNIGHT INTERSTATE BRICKS



COPPING CAP
COLOR: MATTE BLACK STEEL PETERSEN ALUMINUM



EXTERIOR PAINT
COLOR: SEAL SKIN SHERWIN WILLIAMS



BRICK
COLOR: ARCTIC WHITE INTERSTATE BRICKS

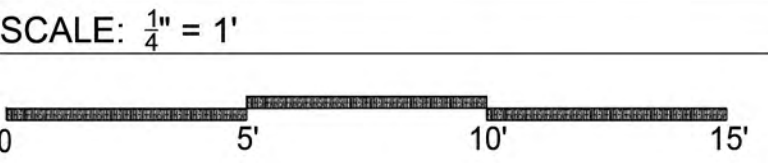
CLADDING PERCENTAGES							
Façade: North				Façade: East			
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ACM	0.00	0.00	-	ACM	0.00	0.00	-
Glass	333.31	20.33	A	Glass	54.77	5.34	A
Total	1639.83	100.00		Total	1026.38	100.00	

Façade: South				Façade: West			
Total s.f.:	1639.83			Total s.f.:	1026.38		
Material	Proposed s.f.	Proposed percentage	Class Material	Material	Proposed s.f.	Proposed percentage	Class Material
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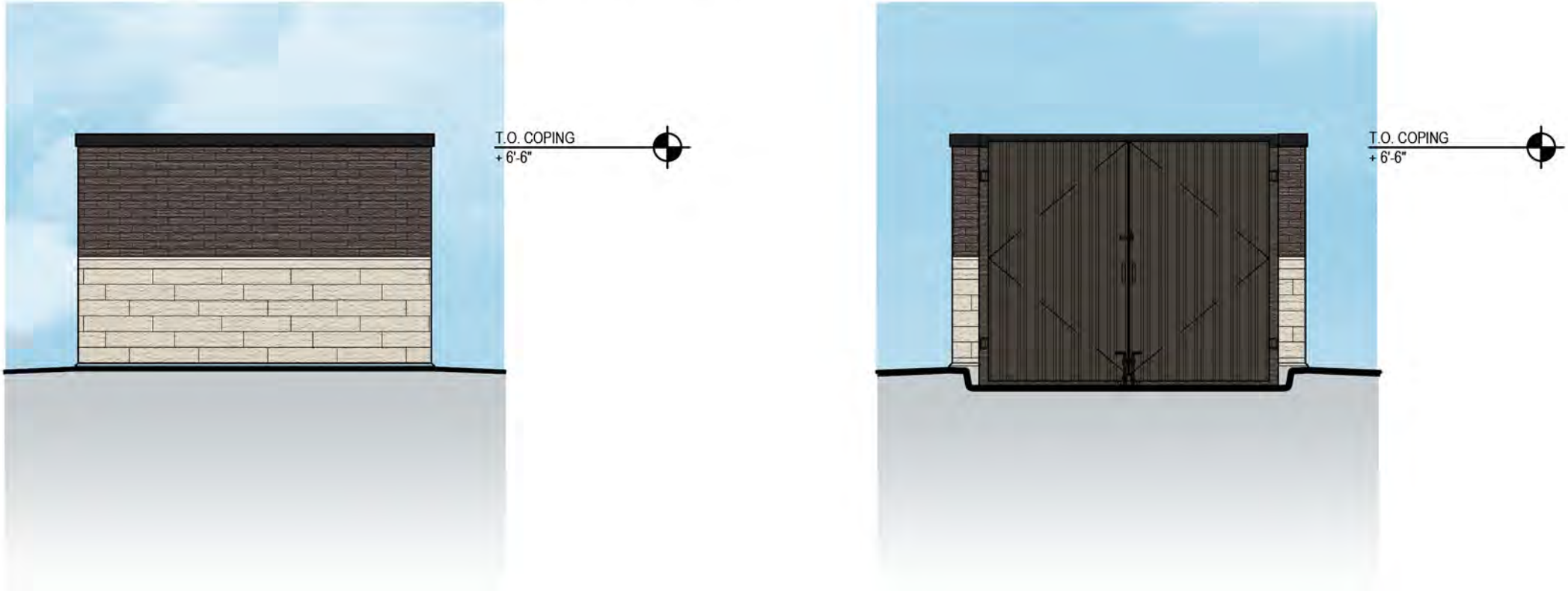
CLASS MATERIAL TOTALS			
Façade: North		Façade: East	
Class Material	Percentage Total	Class Material	Percentage Total
A	100.00	A	100.00
C	0.00	C	0.00
Total	100.00	Total	100.00

Façade: South		Façade: West	
Class Material	Percentage Total	Class Material	Percentage Total
A	96.20	A	93.93
C	3.80	C	6.07
Total	100.00	Total	100.00

NOTE: PER AHJ REQUIREMENTS, THE PROPOSED ARCHITECTURE SHOULD MATCH THE EXISTING SURROUNDING BUILDINGS, MASONRY AND BRICK ARE OBSERVED IN THE SURROUNDING AREA. IN LIEU OF FIBER CEMENT NICHHA IN COLORS "BARK" & "ASH", BRICK IN COLOR "MIDNIGHT" AND "PLATINUM" WILL BE PROPOSED.



TRASH ENCLOSURE



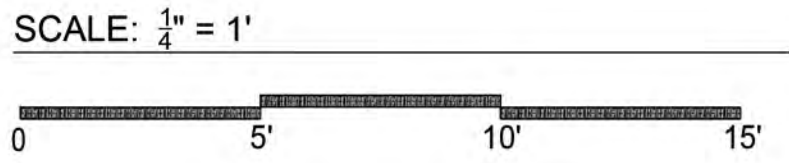
CAST STONE
COLOR: LIMESTONE
HARVEY CEMENT



BRICK
COLOR: MIDNIGHT
INTERSTATE BRICKS



EXTERIOR PAINT
COLOR: SEAL SKIN
SHERWIN WILLIAMS





Dakota County Surveyor's Office

Western Service Center • 14955 Galaxie Avenue • Apple Valley, MN 55124
952.891-7087 • Fax 952.891-7127 • www.co.dakota.mn.us

March 13, 2025

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **HERITAGE COMMONS 9TH ADDITION**

The Dakota County Plat Commission met on March 12, 2025, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 50 (202nd St. W.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The proposed site is a replat of Outlot A, HERITAGE COMMONS 8TH ADDITION. The plat includes one lot and one outlot. The right-of-way needs for a 4-lane divided roadway are 75 feet of half right of way, which has been met. Restricted access is shown along all of CSAH 50 as dedicated in the plat of HERITAGE COMMONS.

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners meeting on April 8, 2025.

Traffic volumes on CSAH 50 are 7,703 ADT and are anticipated to be 14,900 ADT by the year 2040.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

A handwritten signature in black ink that reads "Todd B. Tollefson". The signature is written in a cursive, flowing style.

Todd B. Tollefson
Secretary, Plat Commission

c:

EXHIBIT M