



AGENDA CITY COUNCIL MEETING

June 2, 2025 - 6:00 PM
City Hall Council Chambers

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

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Arenas Annual Report and Budget Presentation
 - b. Park and Recreation Department Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 05/19/2025 City Council Meeting
 - c. Minutes of the 05/27/2025 Work Session
 - d. Renewal of Liquor Licenses 2025
 - e. Transfer of Title - K9 Kilo
 - f. Approval of the Cost Share Agreement with Dakota County for Voting Equipment Replacement
 - g. Group Medicare Plan
 - h. Approve ALF Ambulance 2026 Budget
 - i. Resolutions Authorizing the Purchase of Real Property Located at 17622 Dodd Boulevard and Authorizing Funding
 - j. Resolution of Support for Federal Safe Streets and Roads for all Grant Application
 - k. Contract with Innovative Office Solutions to Supply and Install Furniture for the FIRST Center

City Council Meeting Agenda
June 2, 2025

Page 2

- l. Supplemental Agreement for Water Treatment Plant Alternative Study
 - m. Accepting Donation from Lakeville Public Safety Foundation
 - n. Garage size variance for 4824 171st Street
 - o. Lord of Life Final Plat
 - p. Amelia Meadows Final Plat
 - q. Accept Bid and Award Construction Contract for Spyglass Park Phase II Improvements
- 7. Action Items
 - a. Reserve at Cedar Creek Preliminary Plat and Easement Vacation
 - 8. Unfinished Business
 - 9. New Business
 - 10. Announcements
 - a. Next City Council Meeting is Monday, June 16, 2025
 - b. Next Work Session Monday, June 23, 2025
 - 11. Adjourn



2026 BUDGET

Proposed
May 28, 2025

Lakeville
ARENAS

Contents

Transmittal Letter	3
2024 FINANCIAL SUMMARY.....	5
2024 REVENUES	5
2024 Ice Rental Revenue.....	5
2024 Programming & Admissions Revenue.....	6
2024 Welcome Center Revenue	6
2024 Miscellaneous Revenues	7
2024 OPERATING EXPENSES	7
2024 Salary Expense	8
2024 Other Operating Expenses	8
2024 Interest & Debt Expenses.....	9
2024 Net Profit/(Loss).....	9
2024 Capital Reserve Fund.....	10
2025 BUDGET AMENDED & 2026 BUDGET	12
2025 & 2026 REVENUE.....	12
Total Net Revenue.....	12
Ice Rental Revenue.....	13
Programming & Admissions Revenue.....	14
Welcome Center Sales Revenue	14
Other Miscellaneous Revenue	15
2025 & 2026 EXPENDITURES	15
2025 & 2026 Personnel Expenses.....	15
2025 & 2026 Operating Expenses.....	16
Contracted Services	17
2025 & 2026 PROFESSIONAL SERVICES	17
2025 & 2026 OTHER EXPENSES.....	18
2025 & 2026 SUPPLIES	18
2025 & 2026 UTILITIES	19
2025 & 2026 Operating Capital Expense	20
2025 & 2026 NET EARNINGS/(LOSS).....	20
2025 & 2026 Capital Reserve Fund.....	21
2025 & 2026 Statement of Revenue & Expenditures	22
Arena Debt	25

Lakeville ARENAS

Transmittal Letter

May 28, 2025

Lakeville Arenas Board members

The Joint Powers Agreement requires the Board to approve an annual budget on a calendar year basis. The budget must set forth projected expenditures and revenues necessary to finance lease payments, fund the capital maintenance reserve and to maintain, operate, and manage the Arena Complexes. The budget must be submitted to the City and School District prior to June 1st. The Board must approve the budget prior to July 1. As such the proposed 2025 budget is hereby presented to the Board for their consideration and approval.

The budget is comprised of the following funds for Lakeville Arenas to effectively manage its financial resources.

- General (Operating) Fund. The General Fund accounts for the overall operations of the Lakeville Arenas.
- Capital Reserve Fund. The Capital Reserve Fund was established to provide the financing of future equipment replacements and major facility repairs and improvements.

The salient issues relating to the proposed budget for each of the respective funds are discussed in the sections attached hereto.

Respectfully Submitted,



Joe Bergquist – Lakeville Arenas General Manager

Lakeville

ARENAS

2024 SUMMARY

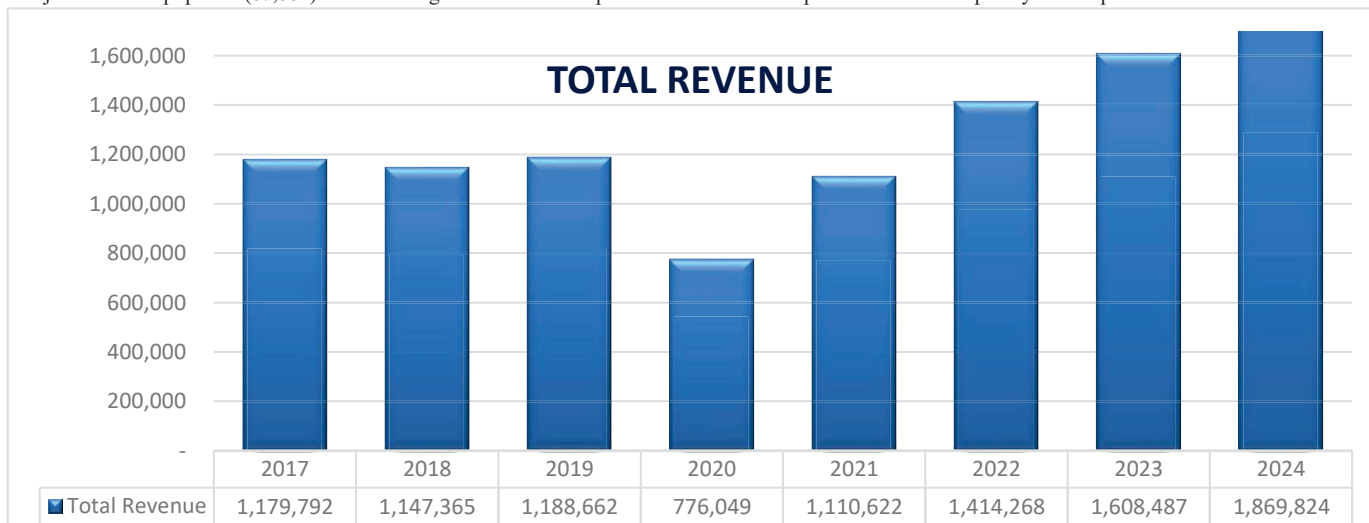
2024 FINANCIAL SUMMARY

The 2024 fiscal year marked Lakeville Arenas's 17th full year of joint operation under a Joint Powers Agreement between the City of Lakeville and Lakeville Area Schools. The agreement has enabled the Lakeville Arenas organization to offer opportunities to serve our residents and customers while minimizing the financial impact on taxpayers. Lakeville Arenas has paid for all its operating expenses with the revenue generated from ice rentals and other sources related to operating the ice arenas since its inception in 2006. 2023 marks yet another successful year of operations, with no taxpayer subsidies used to cover any of the daily operating expenses of the ice arenas.

2024 REVENUES

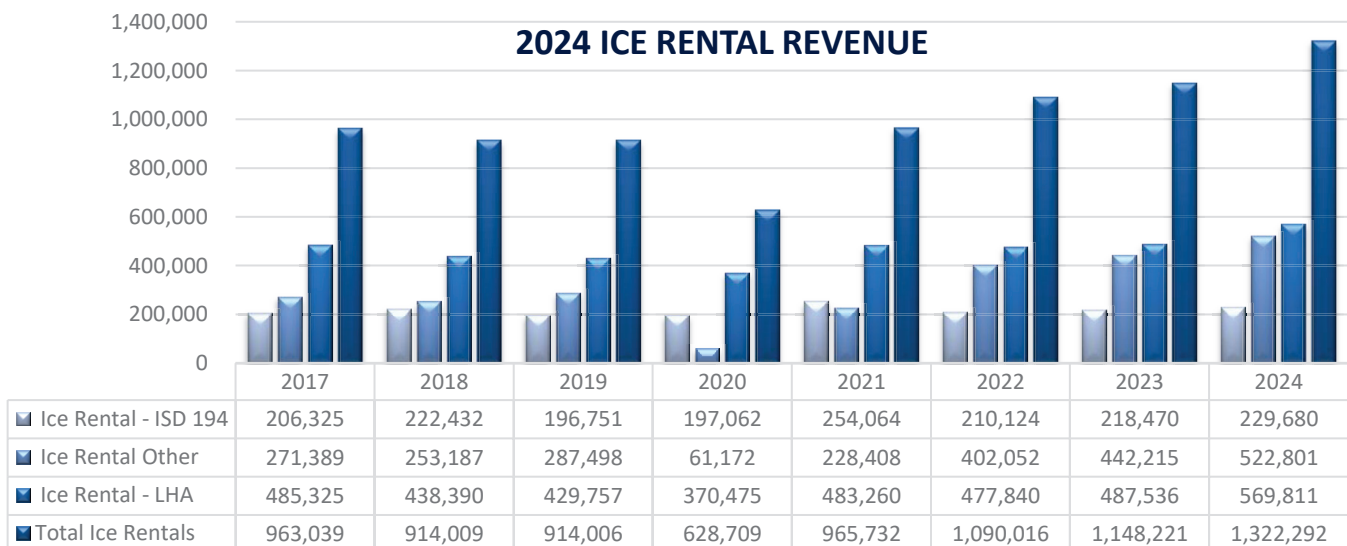
Total adjusted net revenue for 2024 increased by \$182,785, or 10%, compared to 2023.

*Adjusted – An equipment (87,882) lease booking in revenue and expense with a net zero impact is removed for prior year comparison.



2024 Ice Rental Revenue

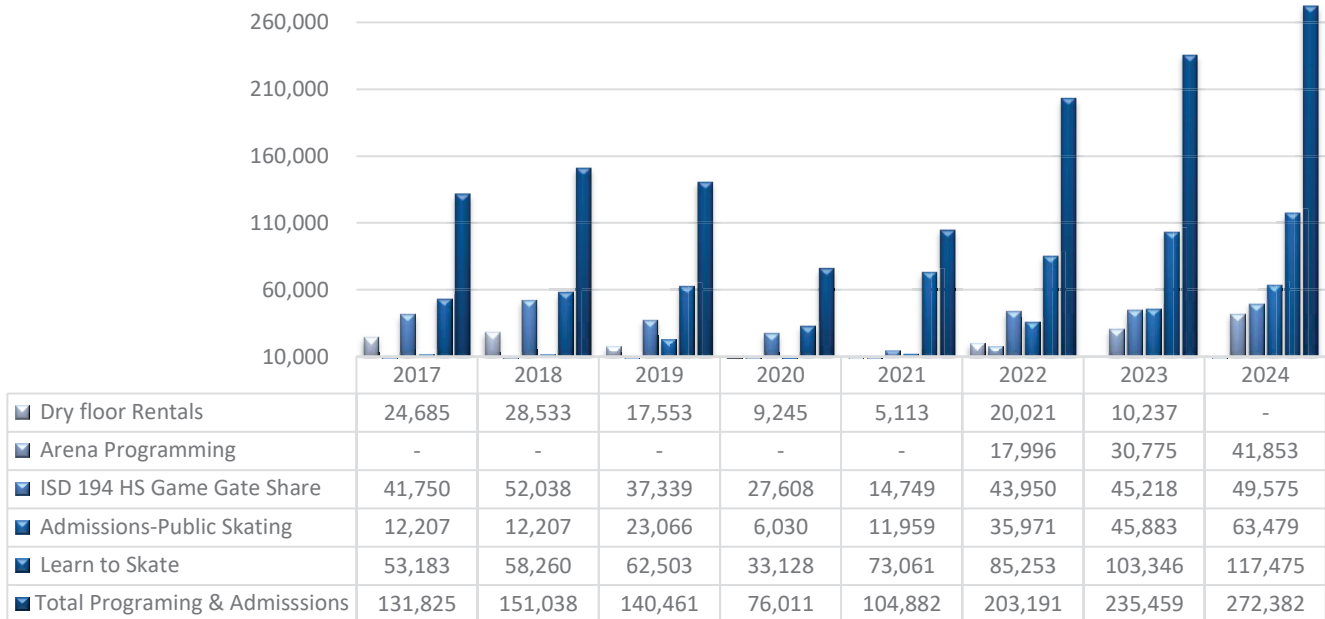
Ice rentals increased by 170,407 or 15% despite no rate increase in 2024, due to having ice in all three indoor rinks for the entire year for the first time. The new Allina Health Pavilion Rink also opened in November, which accounted for 27,172 of the increased revenue.



2024 Programming & Admissions Revenue

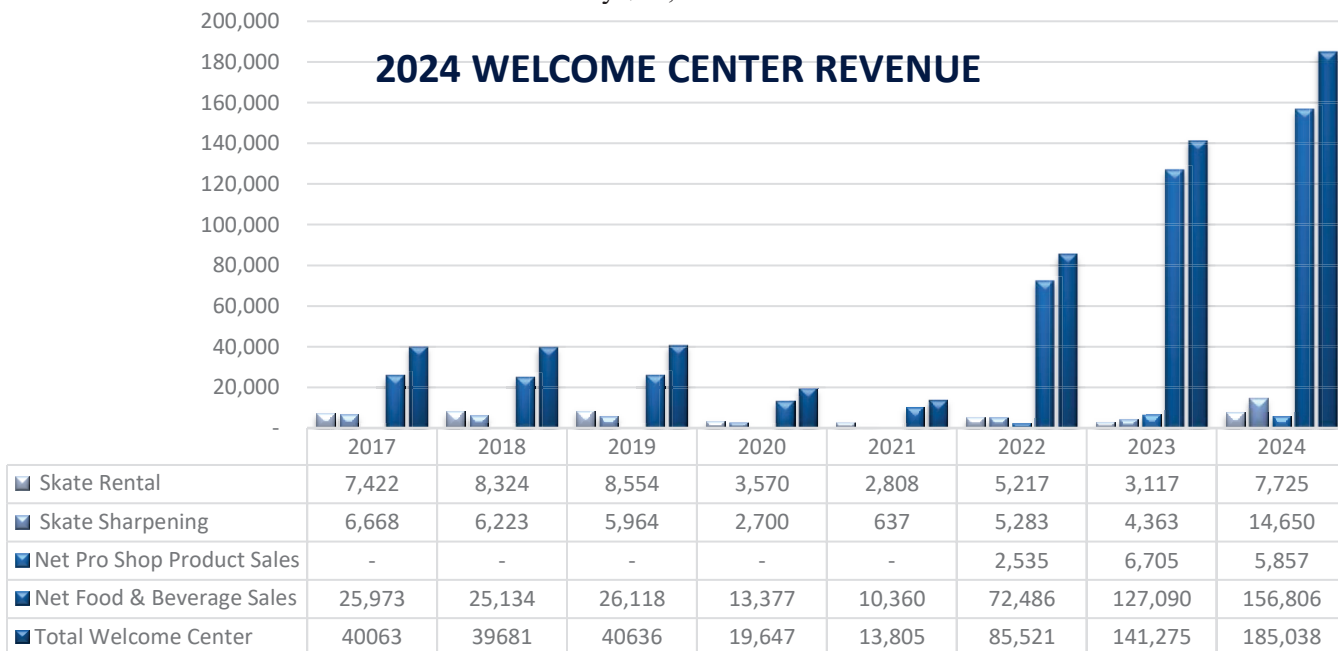
Programming and admissions revenue grew by 16%, or \$36,923, to \$272,382 for the year.

2024 PROGRAMMING & ADMISSIONS REVENUE



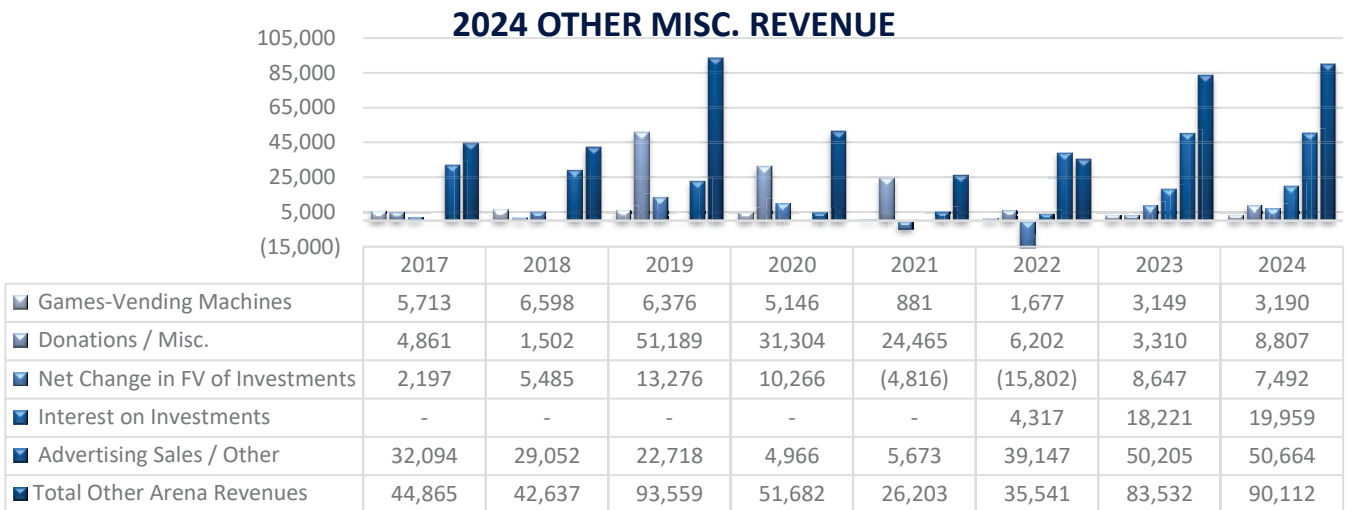
2024 Welcome Center Revenue

Total Welcome Center Net Revenues increased by \$43,763 or 31%.



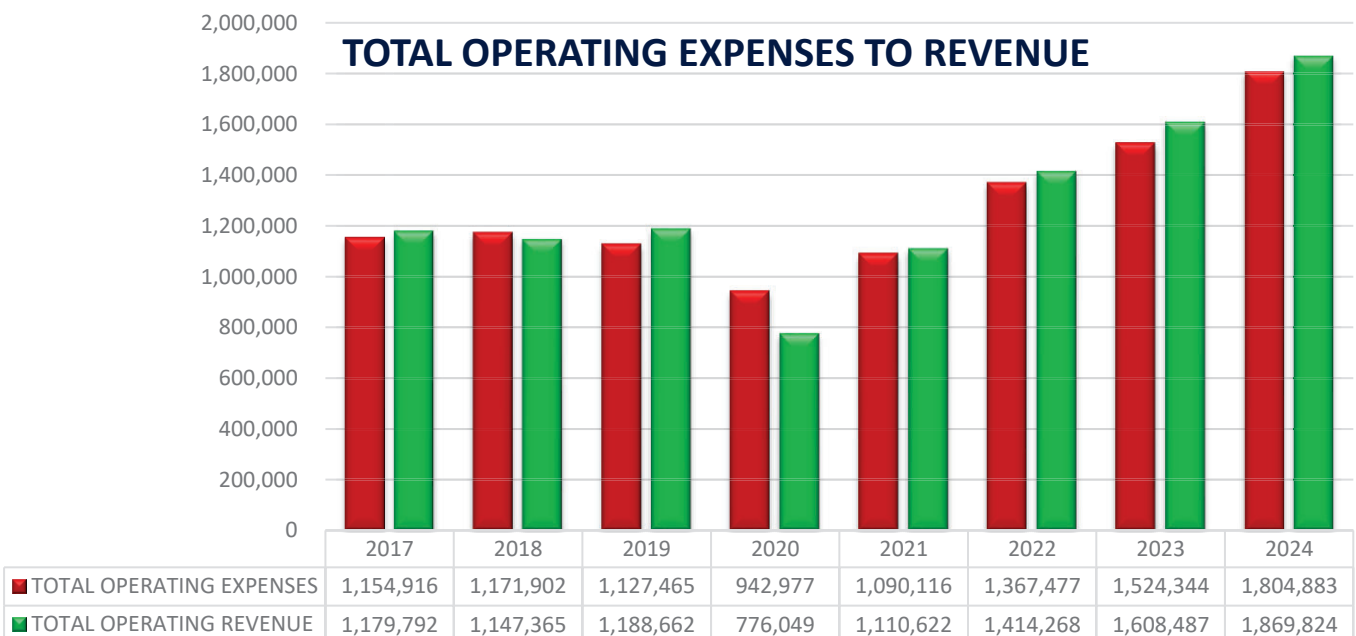
2024 Miscellaneous Revenues

Total Miscellaneous revenues were flat in 2024 and increased slightly by \$6,580.



2024 OPERATING EXPENSES

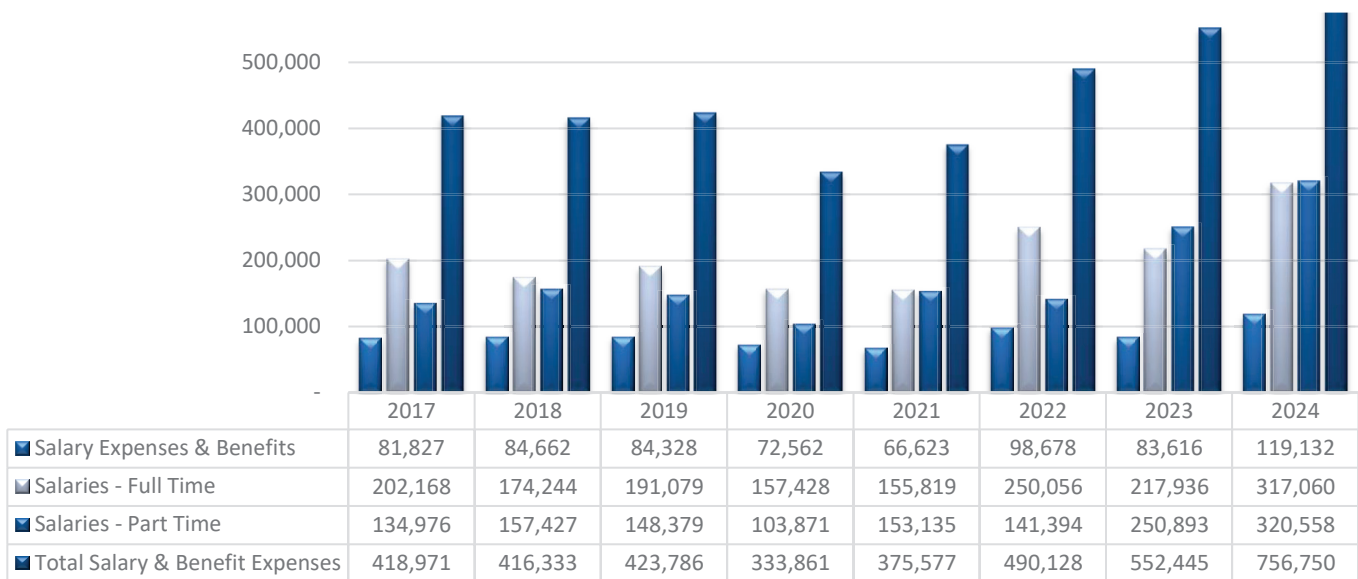
Operating expenses in 2024 rose by \$280,539, consistent with revenue increases of \$261,000. Increased operating expenses, covered by increased revenue, included significant inflationary expense across most expense categories, approximately \$40,000 for the Arenas portion of the city's new financial systems software, and a new full-time programming position to manage and grow new revenue streams and programs for our customers and residents. Other increased expenses that the increased revenue paid for were approximately 30k of electrical upgrades for the new video boards purchased by LHA, and 25k for new tables and chairs for the Ames and Hasse lobbies, new concessions equipment, and considerable labor and supplies for the new outdoor rink amenities being constructed by Arena Staff.



2024 Salary Expense

2024 Salary expense rose by \$204,305 as planned due to continued growth and workloads. 2024 marked the first year we were fully staffed for all events and activities. Historically, Hasse Arena operated as a seasonal facility during peak seasons and did not require full-time staffing. Starting in 2024, the facility began offering ice rentals on a year-round basis rather than seasonally. This has required additional staffing and a progression in staffing levels as the facility's revenue and workload grow and expand. In addition, the new Allina Health Pavilion Rink opened at Hasse in November and required additional staffing to operate the outdoor rink in winter.

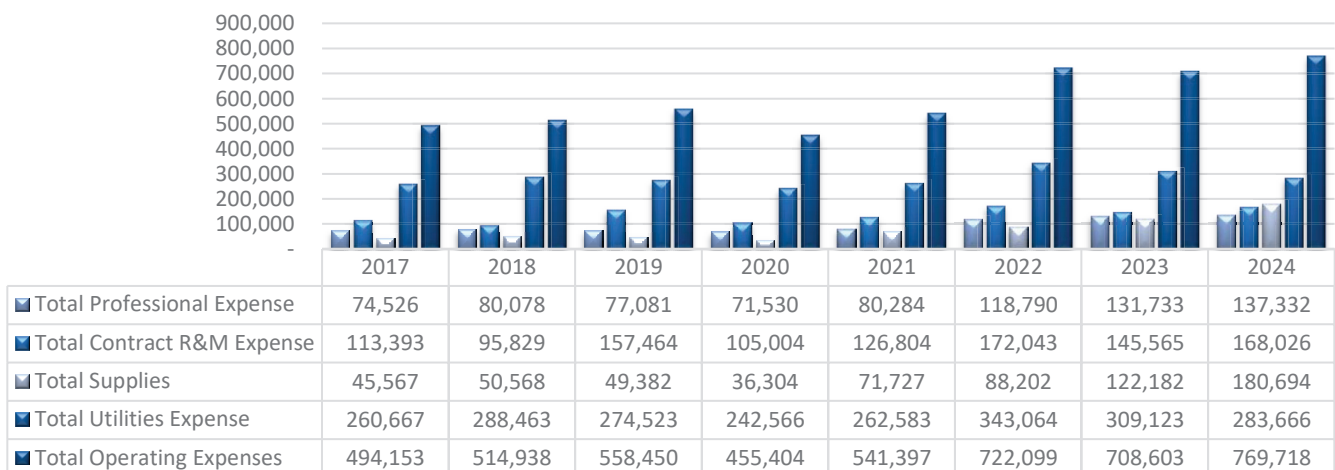
2024 SALARY EXPENSES



2024 Other Operating Expenses

2024 Total operating expenses increased by 8% 2024. Operating supplies saw a 48% increase related to facility improvements, including new lobby tables and chairs, electrical supplies and equipment for the new video boards, new concessions equipment, and supplies associated with the amenities and work on the new outdoor rink at Hasse. Contract R&M was up due to electrical service work for the new video boards and the installation of the new skating treadmill space at Ames.

2024 OTHER OPERATING EXPENSES



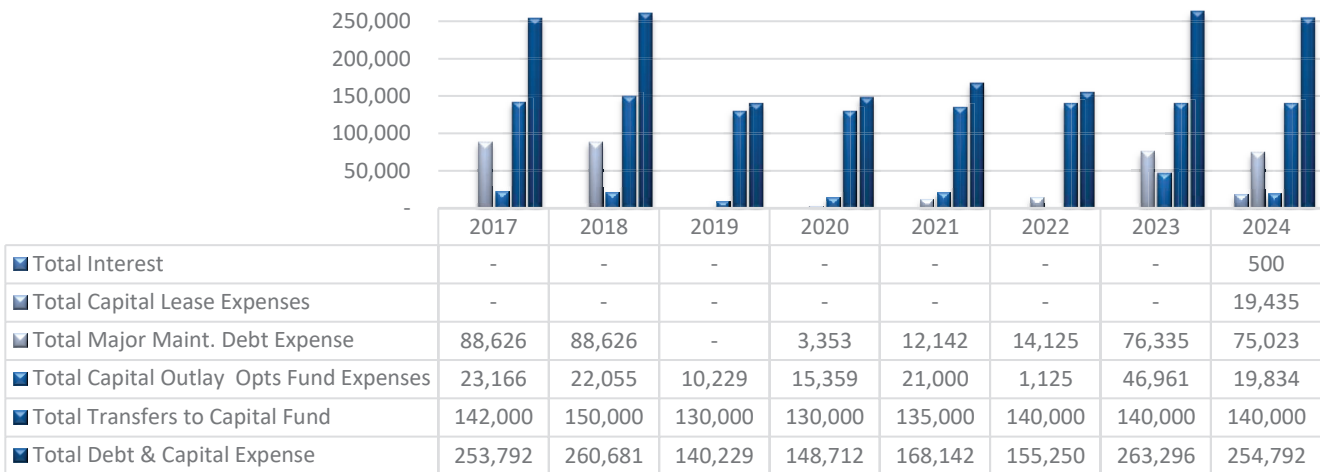
2024 Interest & Debt Expenses

2024 Debt expenses increased due to a capital lease and interest payment for a new Skid Steer purchased for snow removal on the Pavilion Rink that opened in November 2024. Other capital debt expenses include the Arenas' share of the Ames Parking Lot Improvements in 2020 (11,563) and the 2021 Energy Improvement Project (63,460).

2024 Capital Expenses

Capital expenditures from the arena's operating fund in 2024 included the monthly transfer to the capital fund, totaling 140,000. A capital purchase of \$19,834 for a new trailer was made from the general fund to transport the new equipment purchased for clearing the new outdoor rink and parking lots at Ames and Hasse Arenas.

2024 DEBT & CAPITAL EXPENSES

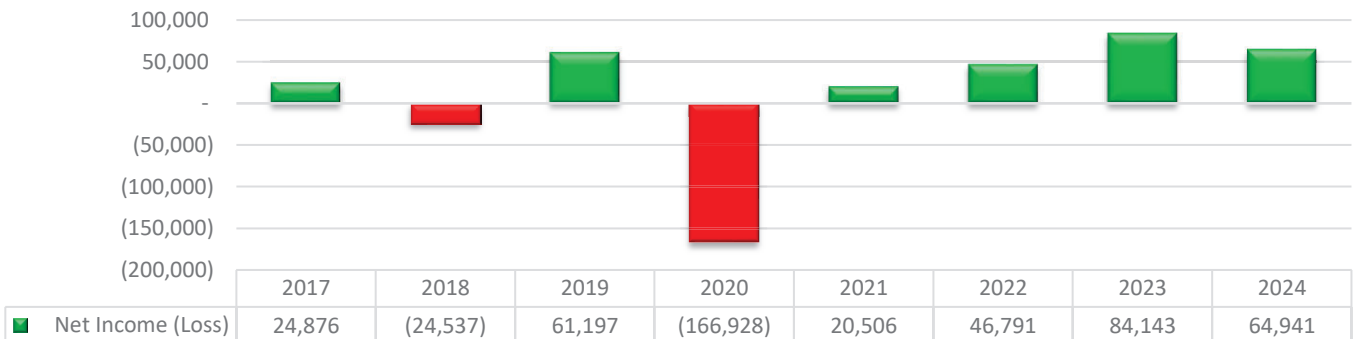


2024 Net Profit/(Loss)

Lakeville Arenas must adopt a balanced budget annually as per Minnesota State Statute 412.711. Management budgets for a minimal margin, with any surplus remaining in the general operating fund or transferred to the capital reserve fund.

Revenue exceeded expectations for the fourth consecutive year by 64,941 in 2024. Profits have been retained in the general operating fund for the past three years to recover losses incurred during the 2020 pandemic. Since the losses have now been recovered, half of the net profit for 2024 will be transferred to the capital reserve fund in 2025, which needs additional funds to help complete the new Pavilion Rink amenities. The other fifty percent will remain in the general fund to increase reserves that are no longer equal to or greater than 6 months expenses due to the significant increases and growth that we have experienced.

2024 Net Profit/Loss



2024 Capital Reserve Fund

The Capital Reserve Fund provides a financial framework for replacing the arenas' infrastructure as it ages, including ice resurfacers, vehicles, HVAC equipment, dehumidification systems, refrigeration systems, and other significant expenses not covered in the annual operating budget.

In 2024, 210,000 was used to purchase a new Zamboni, and 44,995 was used for snow plowing equipment, which were needed for the new Allina Health Pavilion Rink.

LAKEVILLE ARENAS RESERVE FUND	2017	2018	2019	2020	2021	2022	2023	2024
CAPITAL RESERVE FUND	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Revenues								
Transfers from Operating Fund	142,000	150,000	130,000	130,000	135,000	140,000	140,000	140,000
Other/Grants	71,000	-	17,641	-	-	-	250,000	
Interest on investments	3,533	5,747	7,225	3,622	2,145	3,937	9,993	21,520
Total Revenues	216,533	155,747	154,866	133,622	137,145	143,937	399,993	161,520
Expenditures								
Purchases								210,000
Purchases	240,832	159,286	270,409	49,662	177,699	41,893	319,940	44,995
Total Expenditures	240,832	159,286	270,409	49,662	177,699	41,893	319,940	254,995
Fund Balance January 1	360,341	336,042	332,503	216,960	300,920	260,366	362,410	442,463
Net increase/(decrease)	(24,299)	(3,539)	(115,543)	83,960	(40,554)	102,044	80,053	(93,475)
Fund Balance December 31	336,042	332,503	216,960	300,920	260,366	362,410	442,463	348,988

Lakeville

ARENAS

2026 BUDGET 2025 BUDGET AMENDED

Proposed May 28, 2025

2025 BUDGET AMENDED & 2026 BUDGET

2025 Budget Estimate & Amendment

During the annual budgeting process, management prepares an estimated forecast and amendment for the current year's adopted budget, which was prepared the prior year. Current actual financial year-to-date results are combined with current trends, forecasted market conditions, unexpected expenses, and other factors that may have changed since the original budget was approved and adopted. The estimated amended budget is then used to assist in forecasting and creating the following year's budget. The following includes a summary with details for the 2024 Estimated Budget Amendment, which combines actual results from the first quarter of 2025 with current or forecast changes that will impact the original 2025 budget.

2026 Budget

The following also includes a summary with details for the 2026 budget using the most recent actual results of the current year budget estimate and amendment combined with forecasted future results based upon current trends, marketplace conditions, and planned or expected changes to events, activities, offerings, operating expenses, equipment replacement, and other facility improvements.

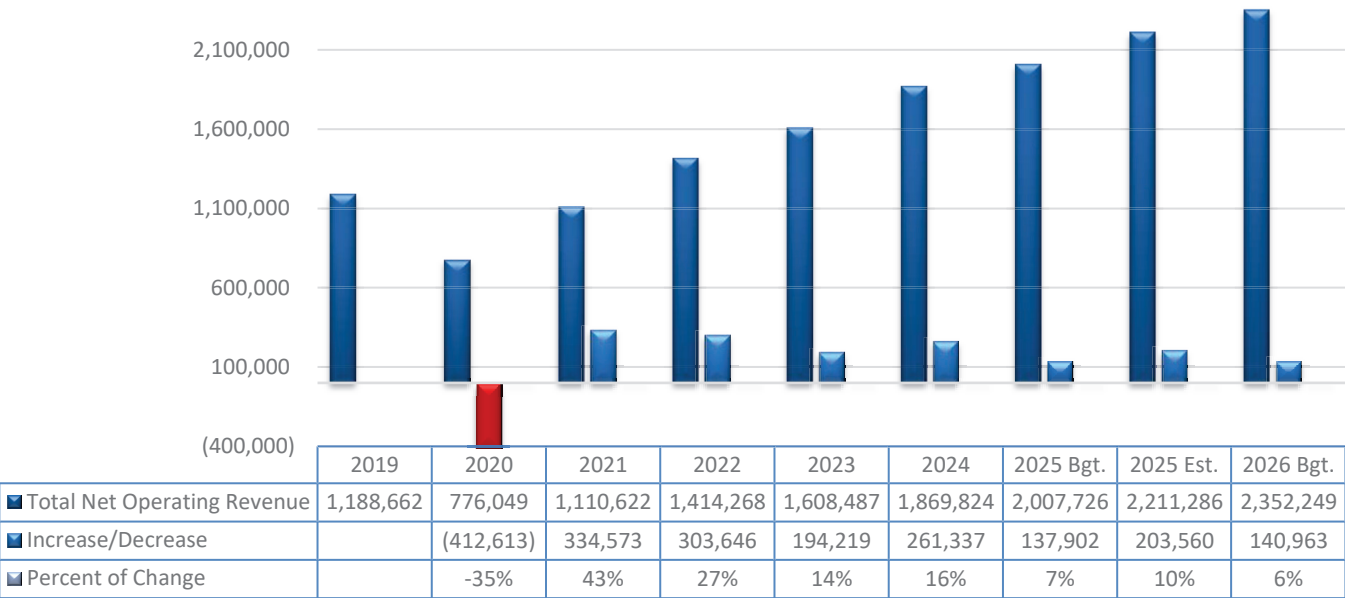
2025 & 2026 REVENUE

Total Net Revenue

The 2025 forecasted revenue will mark a significant milestone since we implemented an aggressive revenue growth and expansion plan in 2022. Net revenue is expected to double from the end of 2021 to the end of 2025. We started our revenue growth and expansion plan in 2022. As shown below, the total net revenue in 2025 is expected to exceed that of 2024 and the original 2025 budget by a significant margin. The current budget will be amended to reflect these changes. Details for specific changes to revenue streams are described below.

*Both 2025 and 2026 graphs, summaries, details, and descriptions do not include revenue and capital expenses recorded for proper accounting of equipment leases for a new skid steer and mower that have a net zero effect on the budgets. These are shown on the income statements attached.

TOTAL OPERATING REVENUE



Ice Rental Revenue

The 2025 ice rental revenue budget estimate reflects the actual ice hours sold in the first quarter and ice currently reserved through December 31, 2025. LHA has experienced a significant increase in rentals due to a full year of outdoor ice, tryouts starting a week earlier, and their squirt tournament being moved to December to accommodate the MN Hockey World Juniors Youth Tournament, which begins on December 31st on all three rinks. We are also experiencing a temporary increase in spring tournament rentals due to the closure of the Bloomington Ice Garden for construction this year. Some of those tournaments have indicated that they will likely return after their positive experience with our staff and amenities.

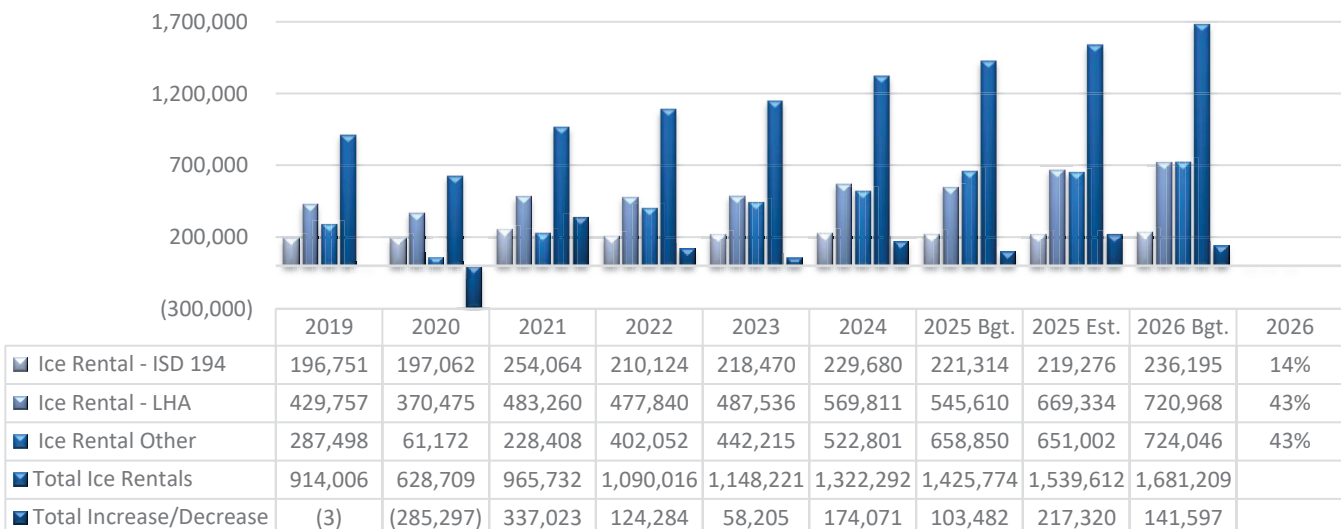
We will increase ice rates for the 2025 and 2026 seasons, including a 7.7% increase in Prime Winter Season rates and a 10.5% increase in Summer 2026 rates. These increases will help offset some of the operating losses from the new Pavilion Rink and contribute to the funding of specific amenity improvements currently underway. The new rates are in accordance with the guidelines outlined in the Gaming Revenue Agreement currently in place with Lakeville Youth Hockey and a similar agreement with the Heritage Figure Skating Club.

“AMENDMENT TO ARTICLE VI OF THE AGREEMENT. Article VI of the Agreement is hereby amended by adding a new Section 6.4 to read as follows: arenas and the prime winter rate shall never be more than ten dollars per hour higher than the highest one of the following arenas in any given year: Apple Valley Arenas, Bloomington Ice Garden, Burnsville Ice Center, Eagan Arenas, and Farmington Schmitz Maki Arena.”

FACILITY	24-25 WINTER		2025 SUMMER		25-26 WINTER		2026 SUMMER	
	PRIME	NON-PRIME	PRIME	NON-PRIME	PRIME	NON-PRIME	PRIME	NON-PRIME
Bloomington	258	175	206	175	265	193	237.5	193
Burnsville	270	200	240	240	280	110	250	250
Eagan	250	185	185	165	255	190	190	170
Farmington	285	225	245	245	305	245		
Lakeville	260	160	195	195	280	180	210	210
AVERAGE	264.6	189	214.2	204	277	183.6	221.88	205.75

* Rates from the MN Ice Arena Managers Association published 5.6.25. *Apple Valley - Not Available

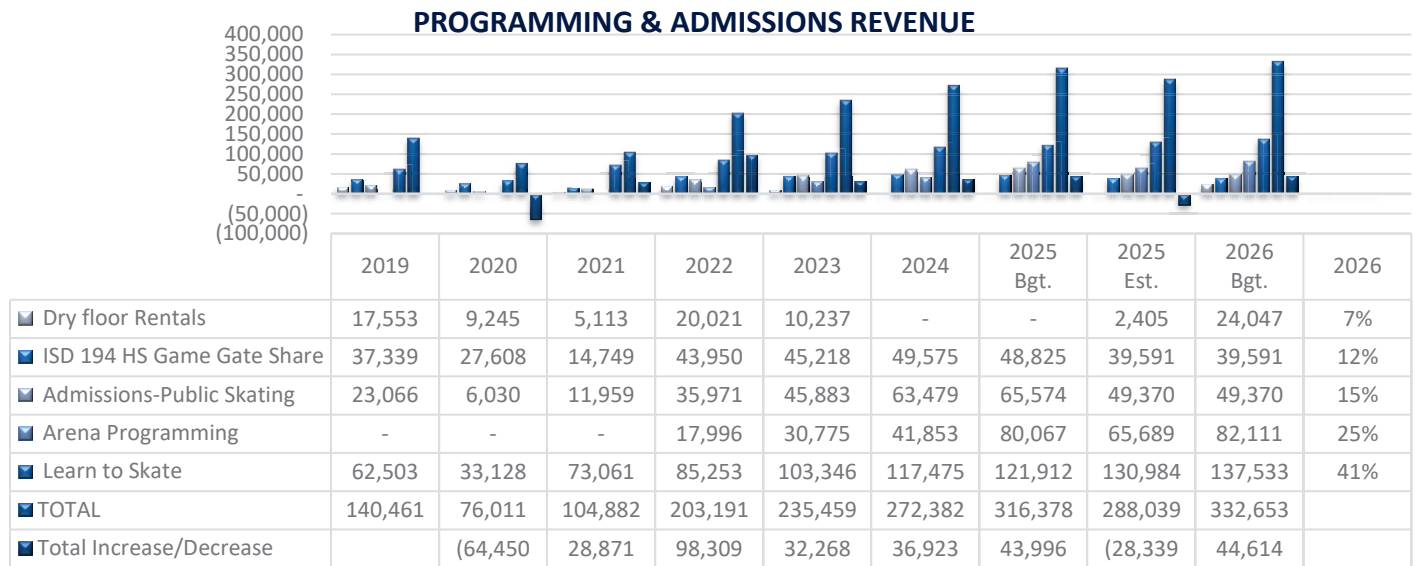
ICE RENTAL REVENUE



Programming & Admissions Revenue

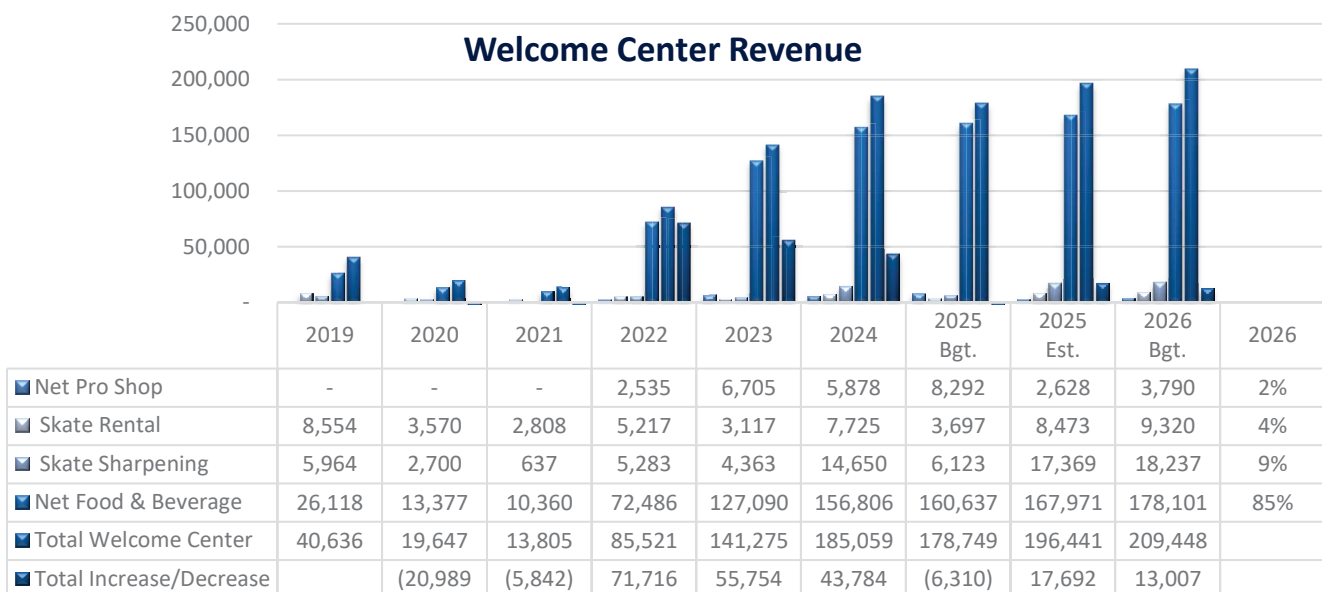
The 2025 budget estimate for programming and admissions will decrease overall from the original budget. Programming will decrease due to changes planned for 2025, which are not scheduled to begin until 2026. The admissions revenue budget will be adjusted because of a change in the reporting of ice club memberships. High school game admissions have also been adjusted due to lower attendance this past winter. The Learn-to-Skate program will increase based on the increases to the winter and spring sessions this year, as well as the growth of the Aspire Program.

A conservative increase has been budgeted for 2026. Arena programming is expected to increase due to the introduction of our new Mite Day Camps in 2025 and the launch of our new tournaments in 2026.



Welcome Center Sales Revenue

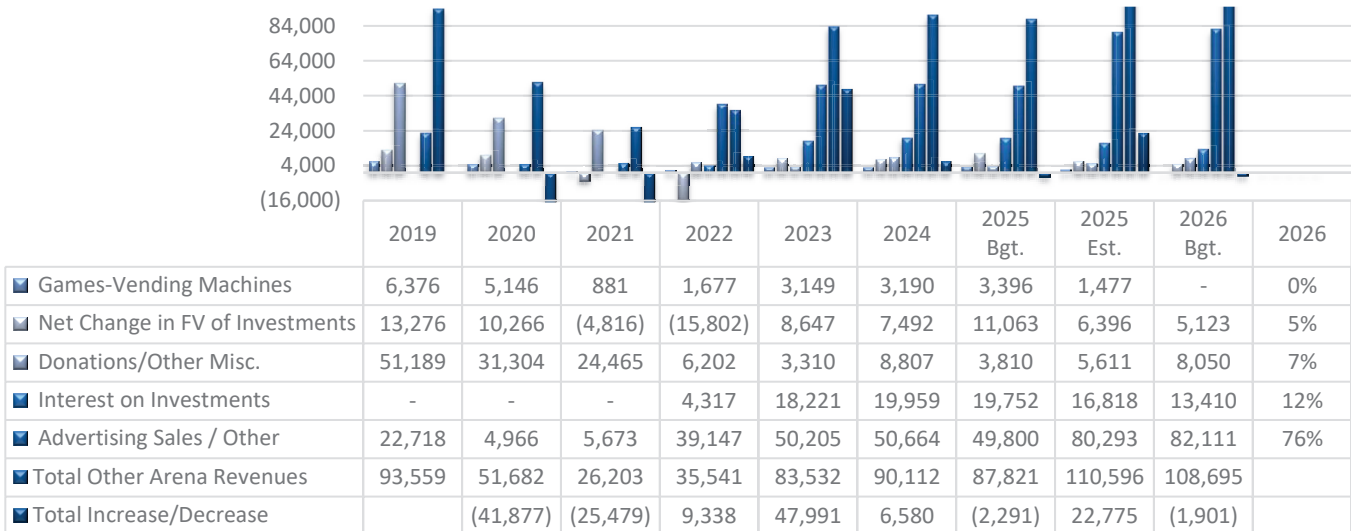
2024 Welcome Center Sales exceeded the original 2025 budget and continue trending even higher this year. The 2025 budget will be adjusted to reflect the increases of 2024 and current trends for this year. The 2026 budget is conservative.



Other Miscellaneous Revenue

Interest, FV of Investments, and Other Miscellaneous have been adjusted lower due to the current uncertainty in the financial markets. Advertising sales are up due to rate increases and new agreements sold starting in 2025.

OTHER MISCELLANEOUS REVENUE



2025 & 2026 EXPENDITURES

2025 & 2026 Personnel Expenses

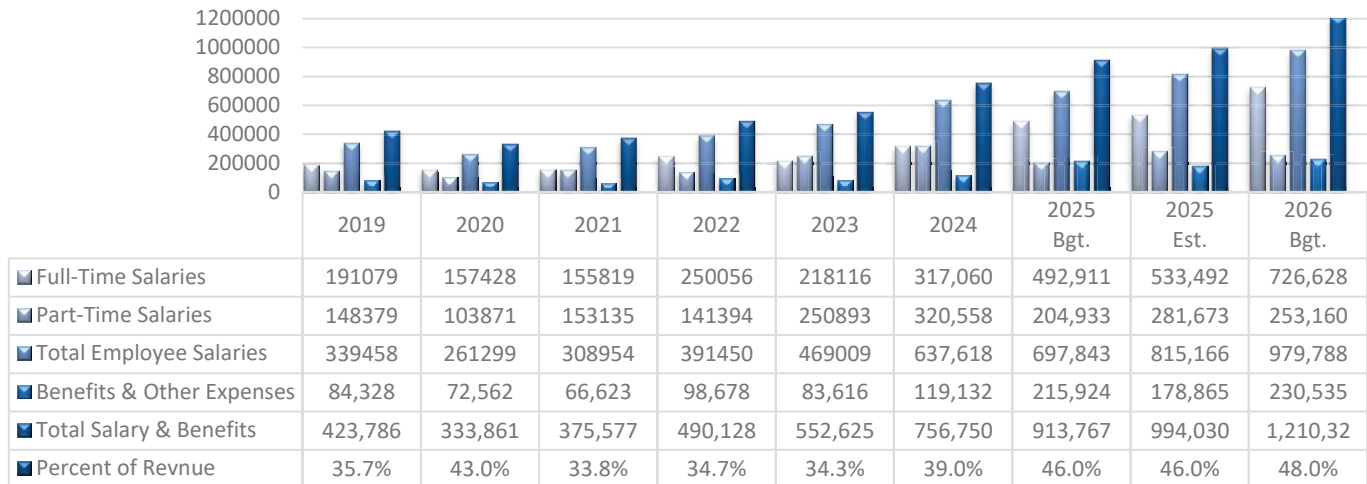
We are continuing our transition from part-time to full-time staffing as workloads increase due to the opening of the new Allina Health Pavilion Rink, new programming, and increased sales across the board. We are on track to hire a full complement of full-time driver supervisors in 2025, ensuring that all our facilities have a full-time, experienced supervisor working onsite during all our open hours, providing services to our residents and customers. We will also hire a new senior administrative assistant (Arenas Office Manager) in 2025 to help with the growing administrative duties from the growth and expansion. 2026 has one new full-time custodian position budgeted.

When measuring and budgeting salary expenses, the percentage of revenue is a good indicator to monitor and analyze adequate staffing levels. Seasonal facilities with minimal business in the spring and summer throughout Minnesota can generally operate with a Part-Time staffing model, typically between 35% and 40%, with 1-3 full-time employees. A year-round facility with moderate spring and summer rentals is expected to operate between 40% and 45%, utilizing the same part-time staffing model. Facilities with full-time staffing models generally operate between 45% and 55% of revenue, depending on their spring and summer rental levels, programming, and other activities.

Since implementing expansion and growth plans in 2022, revenues and workloads have increased substantially year-over-year, as shown above. Historically, before the expansion, Lakeville Arenas' other ice rental revenue, primarily from spring, summer, and fall pre-seasons, accounted for only 24-28% of total ice rentals year over year. In 2024, other ice rentals accounted for 40%; in 2025, they increase to 43%, indicating a significant rise in work hours and overall workload.

Other ice rentals have expanded by 507,238, and new or expanded streams outside of ice rentals, including programming, activities, and concessions, have increased by 411,947. These new revenue sources, outside of LHA and the high school ice sales, are funding the planned transition to a full-time staffing model, which will provide significantly improved customer service and enhanced opportunities for our customers and residents.

PERSONNEL EXPENSES



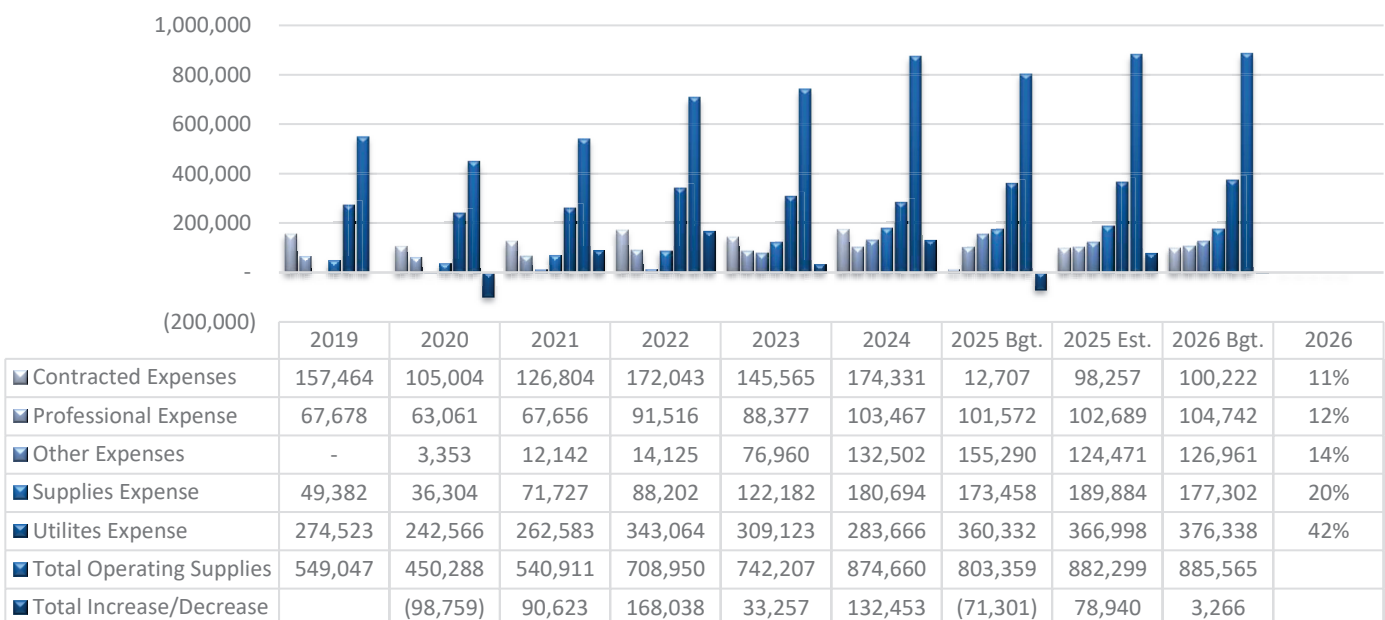
2025 Full-Time Positions

- General Manager – Joe Bergquist
- Operations Manager – Nick Ames
- Recreation Programs Manager – Brennan Beese
- Senior Administrative Assistant – New Hiring in Aug
- Driver Supervisor/Maintenance – Jeff Zimmerman
- Driver Supervisor – Cory Mogen
- Driver Supervisor – Mike Sturlaugson
- Driver Supervisor – Vacant / Hiring in Sept 2025
- Driver Supervisor – Vacant / Hiring in Sept 2025
- Driver Custodian – New 2026

2025 & 2026 Operating Expenses

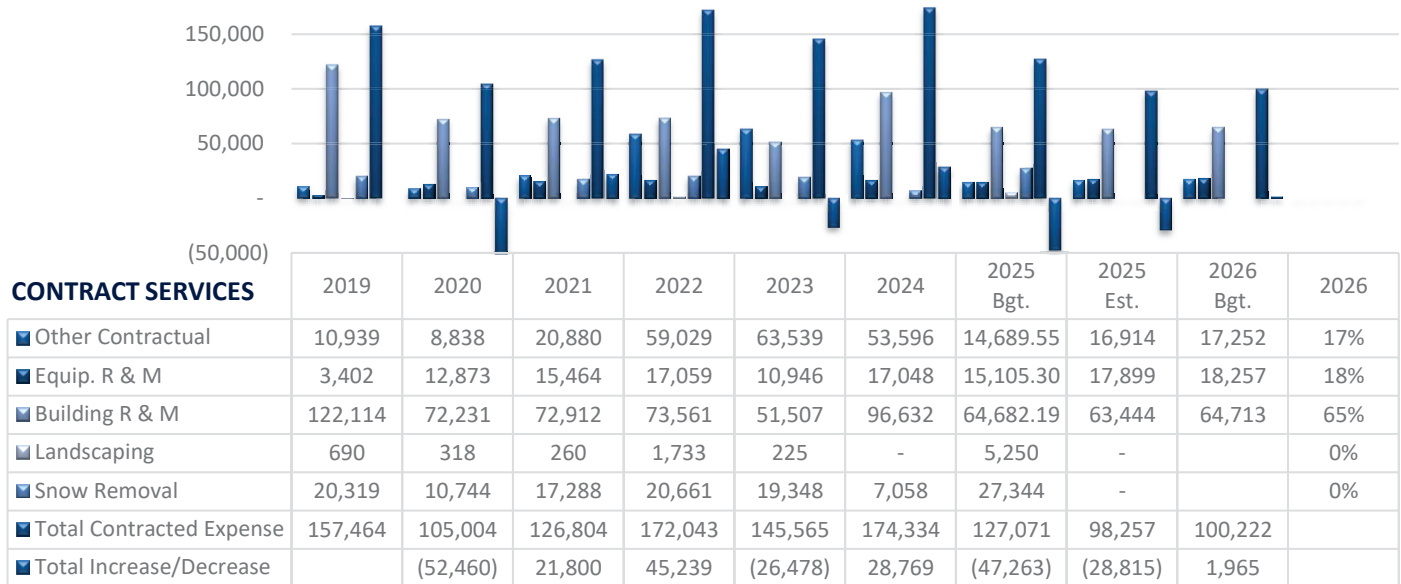
The changes to the 2025 operating estimate from the original budget are minimal. In the 2026 budget, expenses are budgeted to increase by 2% across the board.

OPERATING EXPENSES



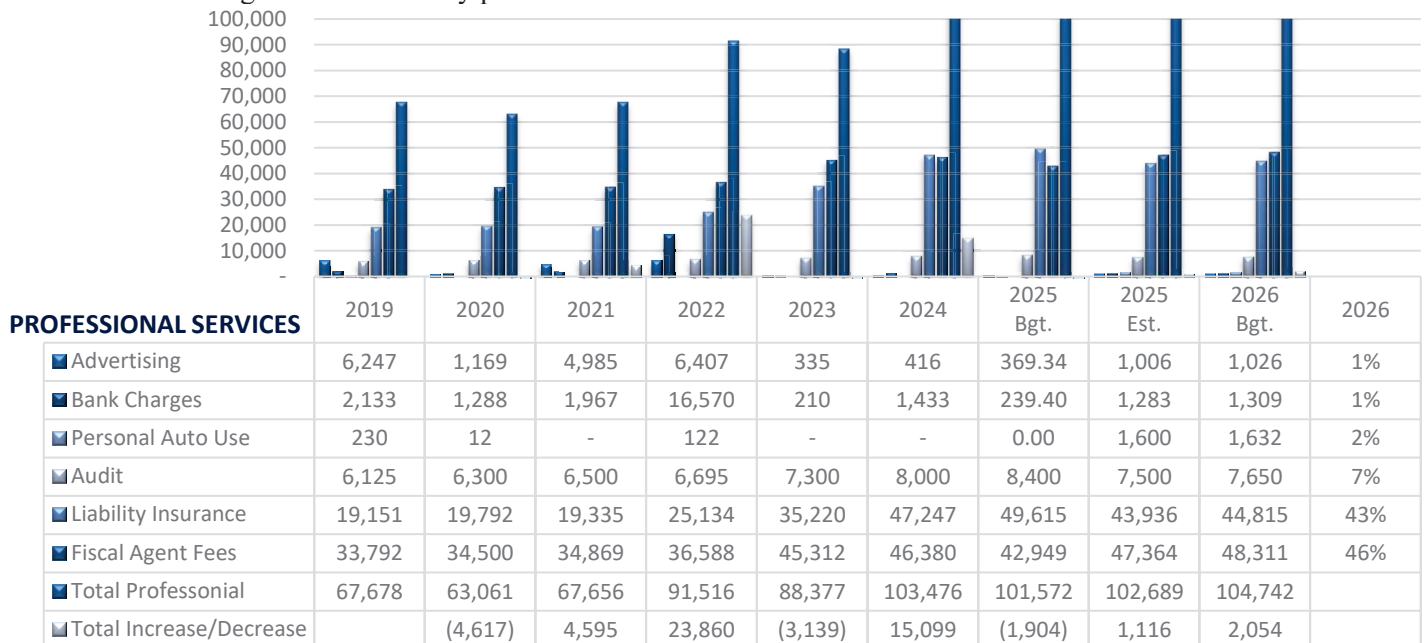
Contracted Services

- Other Contractual expenses will drop significantly as the Arena will no longer have the significant costs for its share of the new city payroll and accounting systems rolled out in 2023 and 2024.
- Contract equipment repair for 2025 and 2026 is expected to remain consistent with the 2024 level.
- The contract building repair for 2025 is reduced from 2024, which included 30k for new video scoreboards.
- The 2025 budget will be amended to remove the contracted snow removal, which is no longer an expense since we purchased the new equipment for the pavilion rink snow removal. We are also now doing our own snow removal for all our grounds. The proposed 2026 budget is expected to be comparable to the 2025 estimate.



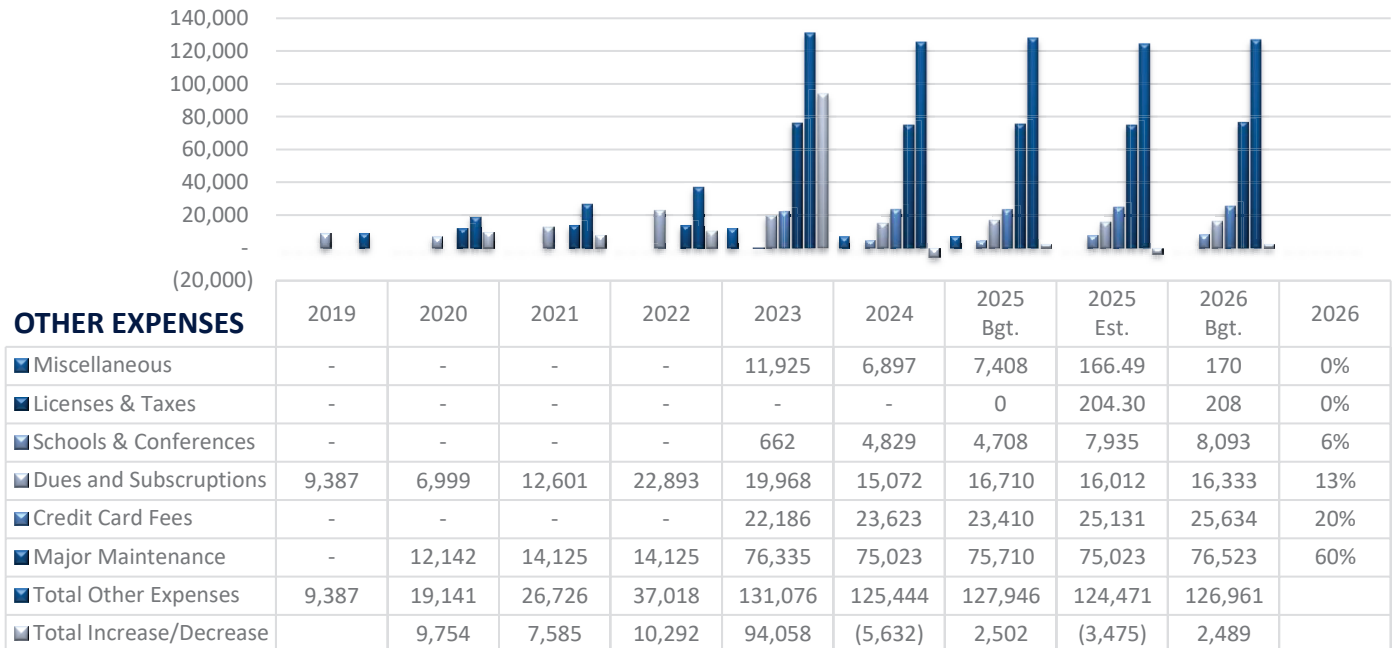
2025 & 2026 PROFESSIONAL SERVICES

Most professional services expenses are from liability insurance and fiscal agent fees. Liability insurance has risen sharply in the past several years, driven by the 8.1 million renovations in 2022 and again in 2024, with the opening of the new Allina Pavilion Rink at Hasse Arena. Fiscal agent fees cover the financial accounting, reporting, and Human Resources management that the city provides for Lakeville Arenas.



2025 & 2026 OTHER EXPENSES

Schools and conferences have been increased to provide more professional training and licensing for full-time staff. As state law requires, several drivers are getting trained and licensed to operate the new boiler. Dues and subscriptions, which include software subscriptions for staff scheduling, ice scheduling, art and marketing, and other necessary subscriptions, will remain comparable to those in 2024. Major Maintenance is the Arena's operating share of the debt service on the 2020 parking lot replacement and the 2021 energy savings renovations.

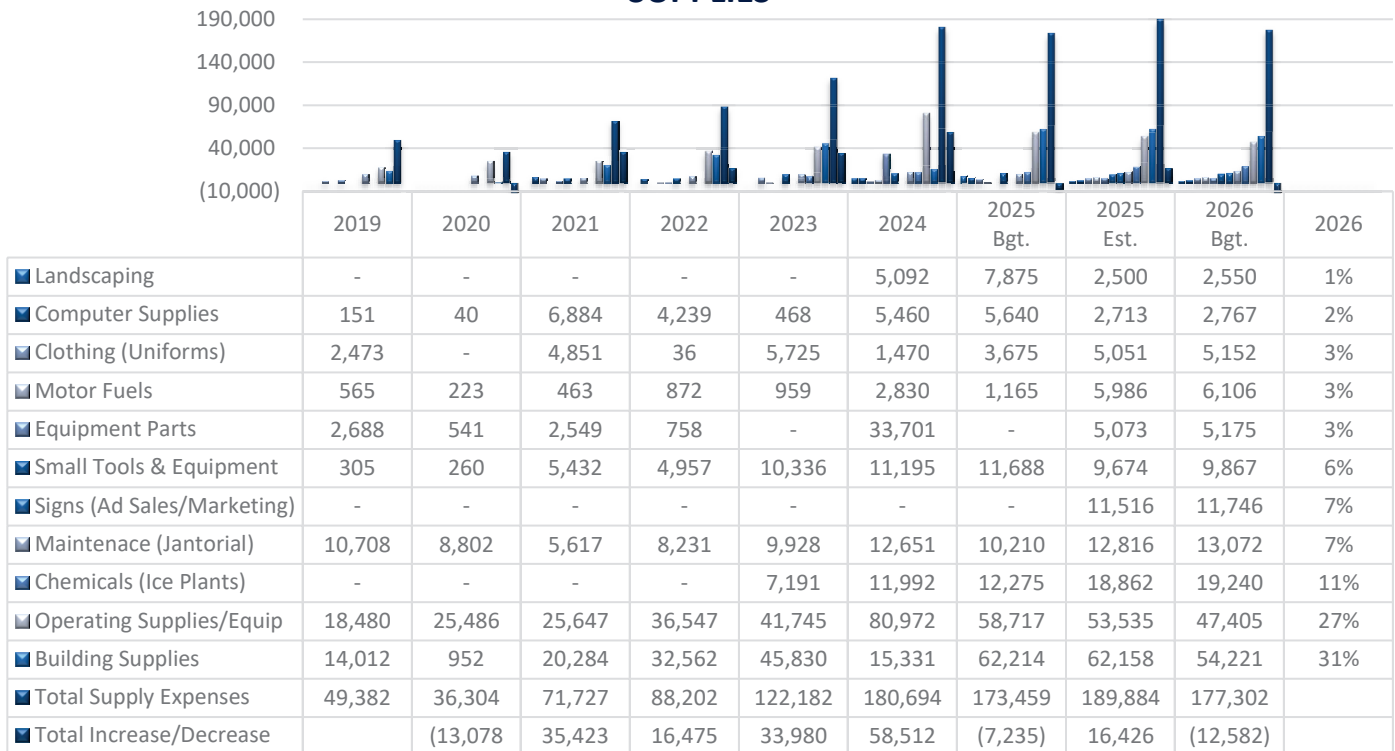


2025 & 2026 SUPPLIES

- Fuel expense has been adjusted in 2025 and 2026 as we are now performing snow plowing rather than contracting it out. We have also accounted for extra fuel for the construction equipment being used by staff on the pavilion rink amenities.
- Water tower chemicals will increase significantly in 2025 and 2026 as the warranty, which included chemicals for the new Hasse Ice Plant, has expired.
- Operating supplies include office and safety, rink equipment and ice paint, concessions and equipment, programming and equipment, and supplies for everyday operational needs. This category has experienced significant growth due to rapid expansion and the introduction of new revenue streams over the past three years.
- In addition to the daily basic operating supply needs, we have been able to upgrade many of the aging supplies and equipment at the rinks due to the new revenue. These include concession equipment, floor scrubbers and other janitorial supplies, benches, tables, and chairs, radios, office furniture, shelving, ice edgers, rink dividers, new skate sharpeners, point-of-sale equipment, video monitors, and other project materials.
- In 2025 and 2026, supplies and equipment will be needed for projects such as replacing rental skates and open skate equipment, continuing the replacement of aging concessions equipment, light show equipment for open skating, supplies for a new party room at Hasse, and equipment for the new pavilion rink activities.
- Historically, the building and maintenance supplies have been low, as staff only perform minor repairs and maintenance. However, since transitioning to higher-qualified full-time staff and more operating funds are now available due to revenue expansion, staff perform many more repairs and maintenance tasks. Additionally, staff can now undertake significantly larger projects for facility improvements that would have been previously impossible. Some examples from the past three years include interior painting and branding of all three rinks, concessions remodeling, installation of the light show at Ames, adding space for a skating treadmill at Ames, landscaping at Ames, new rubber flooring, installing the low voltage wiring for sound system, light show, and video boards, plumbing upgrades, and other projects.

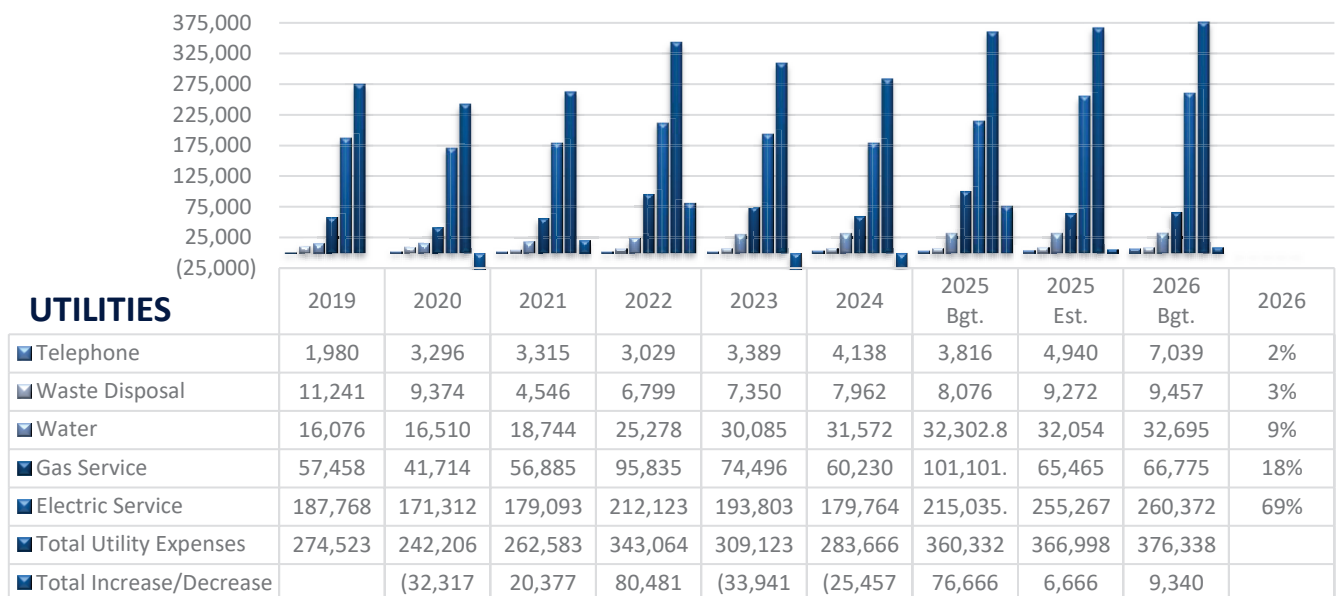
- In 2025 & 2026, projects will or may include a new party room at Hasse, a new light show at Hasse, a patio area at Ames, a concessions remodel at Ames, improved bleachers at sight lines in rink 2, and pavilion rink amenities as the general fund can afford them.

SUPPLIES



2025 & 2026 UTILITIES

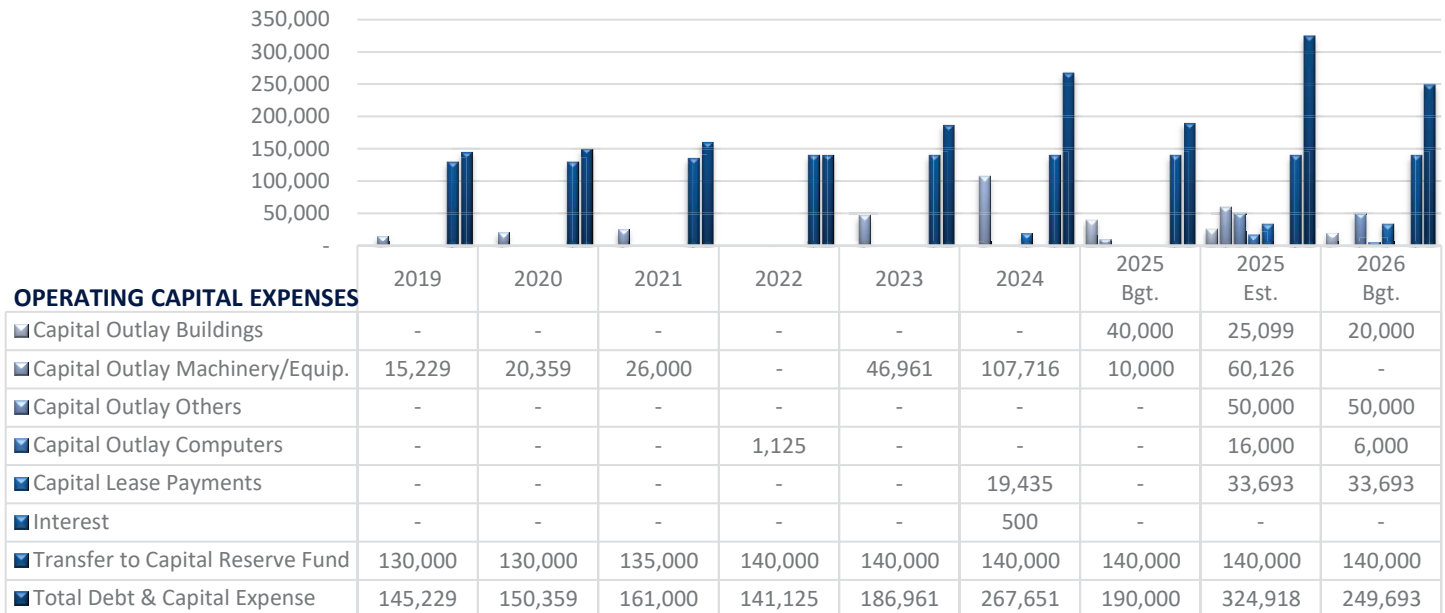
Telephone service was adjusted in 2025 and 2026 to reflect the added service fees for the new public Wi-Fi systems. The gas allocation has been reduced from the original budget due to lower usage over the past few years. Electrical is trending much higher than anticipated due to the new Pavilion Rink and rate increases, and has been adjusted for 2025 and 2026.



2025 & 2026 Operating Capital Expense

The amended 2025 Capital Outlay includes 13,869 for a new overhead garage door, 11,230 for a new gate installed on rink 1, 15,010 for new public WI-FI routers and equipment, and 33,693 for capital lease payments for the new skid steer and John Deere mower for snow removal on the new rink. It also includes \$ 50,000 specifically allocated from the rate increase, which will be used for pavilion rink amenities.

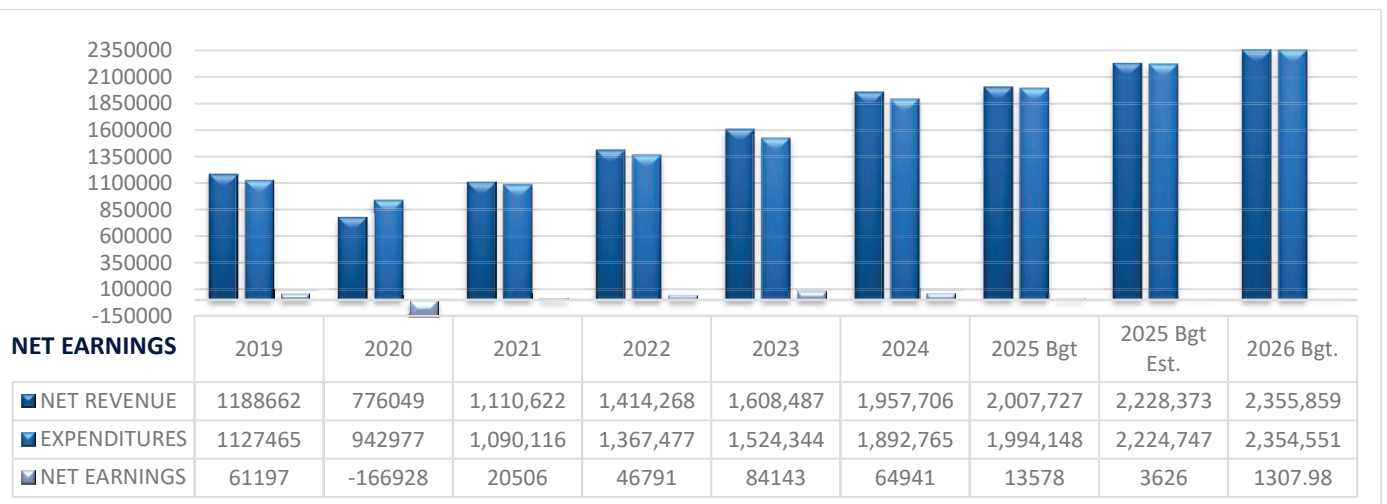
The 2026 budget includes an additional \$50,000 from the rate increases for pavilion rink amenities, \$ 6,000 for two laptops that needed replacement, and \$33,693 for equipment leases.



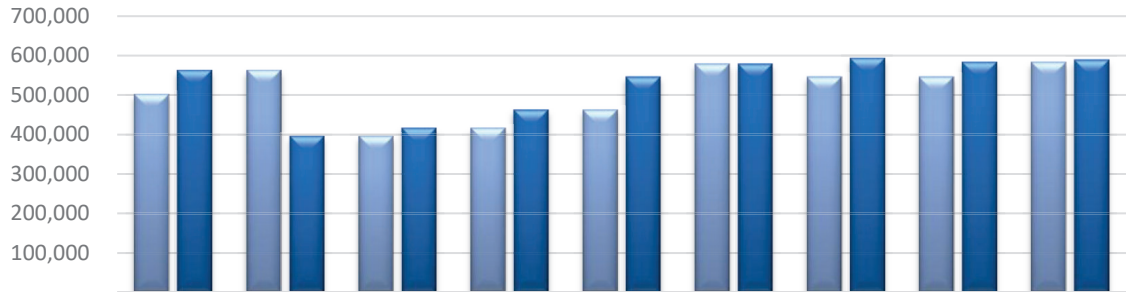
2025 & 2026 NET EARNINGS/(LOSS)

The 2025 estimated and amended budget has been adjusted to reflect the most recent actual financial information. Lakeville Arenas must adopt a balanced budget annually as per Minnesota State Statute 412.711.

Management budgets for a minimal margin, with any surplus remaining in the general operating fund or transferred to the capital reserve fund. Over the past four years, revenue has consistently exceeded expectations, driven by new or expanded revenue streams. Most of those profits have remained in the general operating fund to recoup the losses seen during the pandemic in 2020. Starting in 2024, 50% of the net profits will be allocated to the general fund, and 50% will be transferred to the capital reserve fund for facility improvements.



OPERATING FUND BALANCES



Fund Balance Beginning of Year	501,313	562,510	395,582	416,088	462,881	579,496	547,025	547,025	583,575
Fund Balance End of Year	562,510	395,582	416,088	462,881	547,025	579,496	593,083	583,575	590,242

2025 & 2026 Capital Reserve Fund

The purpose of the Capital Reserve Fund is to provide a financial framework for replacing the arena infrastructure as it ages, including, but not limited to, ice resurfacers, vehicles, HVAC equipment, dehumidification, refrigeration systems, new equipment, facility improvements, and other major expenses and projects not afforded in the annual operating budget.

The 2025 Capital Reserve Fund Estimate and Amended Budget Proposal includes an additional revenue of \$32,471 to be transferred from the operating fund's 2024 net earnings. Additional expenses include \$250,000 for the Pavilion Rink Amenities, \$32,000 for replacing water heaters at Ames Arena with a new Fast Ice Water System, and \$20,000 for new rental skates.

The 2026 Capital Reserve Budget has no items budgeted, as needs are not yet known and depend on how much of the pavilion rink amenities remain to be completed after 2025. It will likely need to be amended at the beginning of 2026.

LAKEVILLE ARENAS CAPITAL RESERVE FUND	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Adopted	2025 Amended	2026 Proposed
Revenues									
Transfers from Operating Fund	130,000	130,000	135,000	140,000	140,000	140,000	140,000	140,000	140,000
Other/Grants	17,641	-	-	-	250,000		10,000	32,471	-
Interest on investments	7,225	3,622	2,145	3,937	9,993	21,520	9,993	21,520	21,520
Total Revenues	154,866	133,622	137,145	143,937	399,993	161,520	159,993	193,991	161,520
Expenditures									
Capital Purchases - Buildings			177,699					32,000	
Capital Purchases - Machinery/Equip.	270,409	49,662		41,893		210,000		20,000	
Capital Purchases - Other					319,940	44,995		250,000	
Capital Purchases - Computers									
Total Expenditures	270,409	49,662	177,699	41,893	319,940	254,995	-	302,000	-
Fund Balance January 1	332,503	216,960	300,920	260,366	362,410	442,463	342,456	348,988	240,979
Net increase/(decrease)	(115,543)	83,960	(40,554)	102,044	80,053	(93,475)	159,993	(108,009)	161,520
Fund Balance December 31	216,960	300,920	260,366	362,410	442,463	348,988	502,449	240,979	402,499

2025 & 2026 Statement of Revenue & Expenditures

LAKEVILLE ARENAS
2026 BUDGET
Proposed May 28, 2025

FUND 8970 LAKEVILLE ARENAS	2024	2025	2026
STATEMENT OF REVENUE & EXPENSES	ACTUAL	BUDGET AMENDED	BUDGET
	<u>AUDITED</u>	<u>PROPOSED 5/28</u>	<u>PROPOSED 5/28</u>
REVENUE			
OTHER GRANTS	0.00	0.00	0.00
CONVENIENCE FEE (CR CARDS)	0.00	4,032.43	4,032.43
GENERAL GOVT SERVICE CHARGE	0.00	0.00	0.00
FINANCE CHARGES	0.00	0.00	0.00
INSURANCE REFUNDS/REBATES	0.00	2,439.00	2,439.00
INTEREST ON INVESTMENTS	19,959.00	16,817.88	13,410.29
NET CHG IN FV OF INVESTMENTS	7,492.00	6,396.28	5,123.21
PROCEEDS ON SALE OF PROPERTY	0.00	0.00	0.00
DONATIONS	0.00	0.00	0.00
VENDING MACHINE REVENUE	3,190.00	1,477.38	0.00
CASH OVER/SHORT	0.00	0.00	0.00
OTHER	8,807.00	5,611.09	5,611.09
ICE RENTAL - LHA	569,811.00	669,333.76	720,967.74
ICE RENTAL - ISD 194	229,680.00	219,275.75	236,194.69
ICE RENTAL - OTHER	522,801.00	651,002.31	724,046.29
LAKEVILLE SKATING ACADEMY - LTS	117,475.00	130,984.17	137,533.38
PUBLIC ADMISSIONS	63,479.00	49,370.02	49,370.02
HS GAME ADMISSIONS	49,575.00	39,591.20	39,591.20
ARENA ADVERTISING SALES	50,664.00	80,293.41	88,322.75
ARENA CONCESSION SALES	156,806.00	269,849.81	296,834.79
PRO SHOP SALES	5,857.00	6,890.96	7,580.06
SKATE SHARPENING	14,650.00	17,369.00	18,237.45
ARENA PROGRAMMING	41,853.00	65,689.12	82,111.40
SKATE RENTAL	7,725.00	8,472.70	9,319.97
ARENA DRY FLOOR ACTIVITIES	0.00	2,404.72	24,047.20
LEASE/RENTAL REVENUE	87,882.00	70,126.27	10,000.00
TOTAL REVENUE	1,957,706.00	2,317,427.26	2,474,772.96
COST OF GOODS			
ICE ARENA PRO SHOP COGS	0.00	4,262.48	3,790.03
ICE ARENA CONCESSIONS COGS	0.00	101,878.67	118,733.92
TOTAL COST OF GOODS	0.00	106,141.15	122,523.94
NET REVENUE	1,957,706.00	2,211,286.11	2,352,249.02
PERSONNEL EXPENDITURES			
SALARIES PERMANENT - REGULAR	313,454.00	518,272.51	699,607.18
SALARIES PERMANENT - OVERTIME	3,606.00	15,219.71	27,020.79
SALARIES PART-TIME - REGULAR	261,987.00	218,758.76	202,637.39

SALARIES PART-TIME - OVERTIME	2,432.00	2,035.00	4,963.93
SALARIES TEMPORARY	56,139.00	60,879.53	45,559.15
TOTAL PERSONNEL SALARY EXPENSE	637,618.00	815,165.51	979,788.45
PERA - REGULAR	37,325.00	57,754.96	73,484.13
FICA/MEDICARE	48,814.00	61,473.39	73,484.13
PAID FAMILY MEDICAL LEAVE TAX	0.00	0.00	0.00
EMPLOYEE INSURANCE	0.00	0.00	0.00
MEDICAL INSURANCE	12,453.00	30,649.46	54,000.00
LIFE AND DISABILITY INSURANCE	216.00	551.60	562.63
LONG TERM DISABILITY	519.00	1,578.89	1,610.47
DENTAL INSURANCE	835.00	1,795.07	1,830.97
WORKERS COMPENSATION INSURANCE	18,345.00	23,586.31	24,058.04
UNEMPLOYMENT COMPENSATION	562.00	1,000.00	1,020.00
FSA PLAN	63.00	475.25	484.76
PAYROLL CONTINGENCY	0.00	0.00	0.00
TOTAL PERSONNEL OTHER EXPENSE	119,132.00	178,864.94	230,535.13
TOTAL PERSONNEL EXPENSE	756,750.00	994,030.46	1,210,323.58
<i>Percent of revenue</i>	<i>39%</i>	<i>43%</i>	<i>49%</i>
SUPPLY EXPENSES			
OPERATING SUPPLIES	80,972.00	53,534.80	47,405.50
MOTOR FUELS	2,830.00	5,986.46	6,106.19
BUILDING MAINTENANCE SUPPLIES	12,651.00	12,815.78	13,072.10
CLOTHING	1,470.00	5,050.80	5,151.82
CHEMICALS	11,992.00	18,862.38	19,239.63
EQUIPMENT PARTS	33,701.00	5,073.29	5,174.76
BUILDING MAINTENANCE SUPPLIES	15,331.00	62,157.93	54,221.09
LANDSCAPING MATERIALS	5,092.00	2,500.00	2,550.00
SIGNS AND STRIPING SUPPLIES	0.00	11,516.14	11,746.46
SMALL TOOLS & EQUIPMENT	11,195.00	9,673.95	9,867.43
COMPUTER SUPPLIES	5,460.00	2,712.96	2,767.22
TOTAL SUPPLY EXPENSES	180,694.00	189,884.49	177,302.18
<i>Percent of revenue</i>	<i>9%</i>	<i>9%</i>	<i>8%</i>
PROFESSIONAL SERVICES			
PROFESSIONAL FEES	0.00	0.00	0.00
ATTORNEY FEES	0.00	0.00	0.00
FISCAL CONSULTANT FEES	46,380.00	47,364.00	48,311.28
BANK CHARGES	1,433.00	1,283.05	1,308.71
AUDIT	8,000.00	7,500.00	7,650.00
USE OF PERSONAL AUTO	0.00	1,600.00	1,632.00
ADVERTISING	416.00	1,005.69	1,025.80
GENERAL LIABILITY INSURANCE	47,247.00	43,935.96	44,814.68
TOTAL PROFESSIONAL SERVICES	103,476.00	102,688.70	104,742.47
<i>Percent of revenue</i>	<i>5%</i>	<i>5%</i>	<i>4%</i>
UTILITIES EXPENSE			
UTILITY ENERGY SAVINGS	0.00	0.00	0.00
ELECTRIC SERVICE	179,764.00	255,266.67	260,372.00
GAS SERVICE	60,230.00	65,465.30	66,774.61
WATER	31,572.00	32,054.36	32,695.45
WASTE DISPOSAL	7,962.00	9,271.61	9,457.04

TELEPHONE	4,138.00	4,939.77	7,038.57
POSTAGE	0.00	0.00	0.00
TOTAL UTILITIES	283,666.00	366,997.71	376,337.66
<i>Percent of revenue</i>	<i>14%</i>	<i>17%</i>	<i>16%</i>
CONTRACTUAL EXPENSES			
OTHER CONTRACTUAL	53,596.00	16,914.00	17,252.28
CONTRACT EQUIPMENT REPAIR	17,048.00	17,898.90	18,256.88
CONTRACT BUILDING REPAIR	96,632.00	63,443.95	64,712.83
CONTRACT LANDSCAPING	0.00	0.00	0.00
CONTRACT CLEANING	750.00	0.00	0.00
TOTAL CONTRACT EXPENSES	168,026.00	98,256.85	100,221.99
<i>Percent of revenue</i>	<i>9%</i>	<i>4%</i>	<i>4%</i>
OTHER MISC. EXPENDITURES			
SOFTWARE SUBSCRIPTIONS	0.00	0.00	0.00
RENTS	0.00	0.00	0.00
MAJOR MAINTENANCE	75,023.00	75,022.50	76,522.95
MISCELLANEOUS	6,897.00	166.49	169.82
SCHOOLS AND CONFERENCES	4,829.00	7,934.50	8,093.19
MEETING EXPENSES	0.00	0.00	0.00
DUES AND SUBSCRIPTIONS	15,072.00	16,012.36	16,332.61
LICENSES AND TAXES	0.00	204.30	208.39
SNOW REMOVAL	7,058.00	0.00	0.00
CREDIT CARD FEES	23,623.00	25,131.12	25,633.74
BAD DEBTS/CHECKS	0.00	0.00	0.00
TOTAL OTHER MISC. EXPENSES	132,502.00	124,471.27	126,960.70
<i>Percent of revenue</i>	<i>7%</i>	<i>6%</i>	<i>5%</i>
CAPITAL EXPENSES			
CAP OUTLAY BUILDINGS	0.00	25,098.77	20,000.00
CAP OUTLAY MACHINERY/EQUIPMENT	107,716.00	60,126.27	0.00
CAP OUTLAY OTHER IMPROVEMENTS	0.00	50,000.00	50,000.00
CAPITAL OUTLAY COMPUTERS	0.00	16,000.00	6,000.00
CAPITAL LEASE PAYMENTS	19,435.00	33,692.82	33,692.82
INTEREST	500.00	0.00	0.00
TO ESCROW FUNDS	140,000.00	140,000.01	140,000.01
TOTAL CAPITAL EXPENSES	267,651.00	324,917.87	249,692.83
<i>Percent of revenue</i>	<i>14%</i>	<i>15%</i>	<i>11%</i>
TOTAL EXPENDITURES	1,892,765.00	2,201,247.35	0.00
REVENUE/EXPENSE SUMMARY			
TOTAL REVENUES	1,957,706.00	2,317,427.26	2,474,772.96
TOTAL COST OF GOODS	0.00	106,141.15	122,523.94
TOTAL EXPENDITURES	1,892,765.00	2,201,247.35	2,345,581.41
NET EARNINGS/LOSSES	64,941.00	10,038.77	6,667.60
<i>Percent of revenue</i>	<i>3%</i>	<i>0%</i>	<i>0%</i>

Arena Debt

The Hasse Arena construction was initially financed with a 2006 Lease Revenue Bond issued by the Lakeville Housing and Redevelopment Authority. The debt is being repaid with property taxes levied by the City of Lakeville and Independent School District 194. The 2006 bonds were advanced refunded by HRA Lease Revenue Refunding Bonds, Series 2016A. The HRA2016A debt was refunded in April 2022. See details below.

In June 2020, the Lakeville City Council authorized debt issuance (approximately \$770,000) for the Ames Arena parking lot improvements. The competitive sale took place on July 20 and closed on August 13. The bonds were issued with a premium of \$145,777, which was used to reduce the amount of debt issued to \$620,000. The actual interest cost was 0.83%. The debt principal will be paid by the Lakeville Hockey Association (LHA) and the Heritage Figure Skating Club (HFSC) contributions. Lakeville Arenas will pay interest. LHA and HFSC will pay the par plus premium.

On November 16, 2020, the Lakeville City Council authorized the issuance of debt (approximately \$8 million) to fund the APEX energy savings improvement projects at the Ames and Hasse Arenas. The competitive sale occurred on January 19, 2021, and closed on February 16, 2021. The bonds were issued with a premium of \$313,284, which was used to reduce the amount of debt issued to \$7,770,000. The actual interest cost was 1.48%. The debt will be repaid using property taxes and revenues from Independent School District #194 per a Joint Powers Agreement approved in August 2020. Per the JPA the debt and debt-related costs are paid 50/50 by the City and ISD#194.

On February 7, 2022, the City Council authorized the issuance of Taxable General Obligation Bonds, Series 2022B, to refund the HRA Lease Revenue Refunding Bonds, Series 2016A (noted above) and provide funding for constructing a new outdoor rink at the Hasse Arena. The sale of the bonds was held on March 7, 2022, and closed on April 5, 2022. The actual interest cost was 2.69%. The refunding resulted in savings of approximately \$130,000 over the term of the bonds. An amended and restated joint powers agreement to address the payment of the refunding portion of the 2022B bonds was approved by ISD#194 and the City of Lakeville in February 2022. Agreements are finalized with the Lakeville Hockey Association (LHA) and Heritage Figure Skating Club (HFSC) for additional contributions for debt repayment of the bonds issued for the new outdoor rink.

Conclusion

We are confident that we are well-positioned to implement the 2026 budget as proposed and have alternative plans in place for any unforeseen circumstances that could adversely affect the budget outcome. We have expected increases in revenues from the addition of tournaments and camp activities. Additional events for dry-floor rentals and activities on the outdoor pavilion rink have been budgeted conservatively due to the difficulty in forecasting new programs without historical experience or data. Therefore, we expect the net revenue to be higher than currently proposed and will update it next year during the 2026 amended budget estimate.

The proposed operating budget is consistent with the Joint Powers Agreement's purpose of "... operating and managing the Arena Complex in the best interests of the community." The organization will continue to pursue entrepreneurial endeavors to maximize the return on public investment.

Respectfully submitted,



Joe Bergquist
Arenas General Manager



Date: 6/2/2025

Check Register Summary

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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MINUTES CITY COUNCIL MEETING

**May 19, 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 PM.

2. Roll Call

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

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

3. Citizen Comments

Greg Brown

20380 Lynn Dr., Prior Lake, MN

Mr. Brown shared concerns about 205th Avenue that included safety issues for traffic and pedestrians, and he would also like to know when the road will be repaired.

4. Additional agenda information

5. Presentations/Introductions

a. Lakeville Soccer Donation

Parks Director Joe Masiarchin gave an overview of what the Lakeville Soccer Club has donated to the parks and introduced Peter Tyma, a board member of the Lakeville Soccer Club. Mr. Tyma presented a check to Council and discussed the AEDs that would be installed with the donation.

b. ALS Awareness Month

Councilmember Wolter read the ALS Awareness Month proclamation.

6. Consent Agenda

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

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**
- 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

No comments were made.

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

Motion was made by Lee, seconded by Wolter, to approve the following: grant a Consumption and Display Permit for LD Designs LLC dba Board and Brush located at 20770 Holyoke Avenue.

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

b. Heritage Commons 9th Addition Preliminary Plat and Easement Vacation

Economic Development Director Tina Goodroad gave an overview of the plans for the site. The planning commission unanimously recommended approval by Council.

Motion was made by Bermel, seconded by Wolter, to approve the following: a resolution approving the Heritage Commons 9th Addition preliminary plat, and vacation of drainage and utility easements.

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

8. Unfinished Business

None.

9. New Business

None.

10. Announcements

a. Next Work Session Meeting Tuesday, May 27, 2025

b. Next City Council Meeting Monday, June 2, 2025

11. Adjourn

Motion was made by Volk, seconded by Lee, to adjourn. Voice vote was taken on the motion. Ayes – None

Mayor Hellier adjourned the meeting at 6:16 PM.

City Council Meeting Minutes
May 19, 2025

Page 4

Taylor Snider, Deputy City Clerk

Luke M. Heller, Mayor



MINUTES CITY COUNCIL WORK SESSION

May 27, 2025 - 6:00 PM

Lakeville City Hall, Marion Conference Room

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

Mayor Hellier called the meeting to order at 06:00 P.M.

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

Staff Present: Justin Miller, City Administrator; Julie Stahl, Finance Director; Joe Masiarchin, Parks & Recreation Director; Susan Johnson, Recreation Manager; Allyn Kuennen, Assistant City Administrator; Ann Orlofsky, City Clerk; Tina Goodroad, Community Development Director; Zach Johnson, City Forester; Grace Benson; Forestry Technician.

2. Citizen Comments

None

3. Discussion Items

a. Recreation and Heritage Center Strategic Plan Overview

Parks and Recreation Director Joe Masiarchin and Recreation Manager Susan Johnson presented the Recreation and Heritage Center Strategic Plan Overview. The plan was developed through a two-day strategic planning workshop facilitated by Aurora Consulting, involving staff from Parks Administration, Recreation, Parks, the Heritage Center, and members of the Parks, Recreation, and Natural Resources Committee (PRNRC).

The strategic planning process focused on evaluating the departments' current operations, identifying barriers to success, and outlining future goals and implementation timelines. Key challenges discussed included branding gaps, limited facility space, maxed-out staff resources, and the need to adapt to a growing and changing population, particularly in the context of shifting generational demographics and increased cultural diversity. The group recognized substantial growth and the need for a clearer organizational identity.

Four strategic directives were identified:

1. Exploring new funding opportunities
2. Reviewing current facility use and planning for future needs
3. Optimizing programming to meet evolving community expectations
4. Assessing staff responsibilities and expanding volunteer involvement

During the presentation, the City Council inquired about partnerships with local programming competitors and maximizing open spaces in the community. The discussion also touched on how programming changes, like the popularity of pickleball, impact service models. Staff emphasized the importance of adapting to serve multiple generations and highlighted efforts to engage younger residents while also exploring partnerships across all three local school districts.

b. Discuss potential amendments to Tree Preservation Ordinance

Community Development Director Tina Goodroad, along with City Forester Zach Johnson and Grace Benson, presented proposed amendments to Lakeville's Tree Preservation Ordinance. The initiative aims to strengthen tree preservation and reforestation efforts, particularly as future developments are expected to occur increasingly on wooded properties. The current ordinance lacks clear requirements for preservation or replacement. The proposed revisions establish removal thresholds (50% for residential and 70% for commercial/industrial), define tree classifications (e.g., common, conifer, hardwood, deciduous, and heritage trees), and set detailed replacement standards based on the type and size of trees removed. Heritage trees have a 0% removal threshold and preserving them can reduce replacement obligations.

A key addition to the ordinance is the "look back" provision, which is designed to prevent pre-emptive tree clearing before a development application. Under this rule, if more than two acres of tree canopy are cleared within two years prior to submitting a development application, the site will still be subject to tree replacement requirements based on the removed canopy area. This ensures that preservation efforts cannot be avoided through early clearing and reinforces accountability in site development.

The draft ordinance was reviewed in a joint work session with the Planning Commission and Parks, Recreation, and Natural Resources Committee in February, where members supported enhancements like citywide applicability and cash-in-lieu options for replacement. Feedback from developers has been generally positive. Financial case studies of projects like Caslano and The Preserve were used to show potential cost impacts at various removal thresholds, depending on the project scope.

The City Council was in favor of the proposed incentives to help preserve the trees and directed staff to finalize the draft ordinance with an adjustment of a 40% threshold for residential and return with refined recommendations incorporating all collected feedback.

c. 1st Quarter 2025 Financial Report

Finance Director Julie Stahl presented the First Quarter 2025 Financial Report. Revenues and expenditures across the General, Communications, Liquor, and Utility Funds are generally tracking within budget. Building permit activity remains strong, and parks and recreation revenues are up. Liquor sales are down 5.6% from 2024, reflecting retail market trends, but expenses remain low. Utility revenues increased due to rate adjustments and customer growth.

Council asked how reductions in federal funding to the County might impact local

services. Staff and noted that Dakota County will begin charging for previously free services. Staff were asked to monitor these changes going forward. Overall, the City remains in a stable financial position.

4. Items for Future Discussion

Council member Wolter requested a future discussion on the regulations of chickens. Mayor Hellier requested a discussion on trash hauling in the city.

5. Committee/ City Administrator Updates

Bermel: Attended the Dakota 911 Board of Directors meeting.

Volk: Attended a Downtown Business Association Meeting.

Lee: Attended the recent ALF Ambulance Board meeting.

City Administrator Justin Miller added that next month, the City Council will have an interactive tabletop exercise/discussion.

6. Adjourn

Motion was made by Bermel, seconded by Lee, to adjourn at 7:36 P.M.

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 6/2/2025

Renewal of Liquor Licenses 2025

Proposed Action

Staff recommends adoption of the following motion: Move to grant on-sale liquor, club liquor, wine, 3.2% malt liquor, on-sale brewpub, off-sale brewpub, taproom, and small brewer off-sale malt liquor licenses effective July 1, 2025, through June 30, 2026 for entities and licenses identified in the staff report, subject to providing the required certificate of insurance.

Overview

All liquor licenses expire on June 30th. In April, renewal application packets and invoices were mailed to each license holder. The applications were reviewed, and a spreadsheet documenting pertinent information is attached.

All applicants indicated that real estate taxes, assessments, or other financial claims of the City or State have been paid on their property. Several license holders are working with their insurance agents to finalize liquor liability coverage for the 2025-2026 renewal period. Any licenses with unresolved issues will be held until everything is in order.

Supporting Information

1. Renewal Spreadsheet 25-26

Financial Impact: \$ **Budgeted:** No **Source:**
Envision Lakeville Community Values: Safety Throughout the Community

Report Completed by: *Ann Orlofsky*, City Clerk

LIQUOR LICENSES 2025

LICENSEE	LICENSE TYPE	FEE	LIQUOR LIABILITY	WORK COMP	TAXES PAID	SALES TAX REPORT	CATERING PERMIT	PATIO	2 AM CLOSING	GAMBLING
ANGRY INCH BREWING	TAPROOM BREWER	300 50	YES	YES	YES	N/A	NO	YES	NO	NO
B-52 BURGERS & BREW	LIQUOR	7200	YES	YES	YES	N/A	YES	YES	NO	LHA
BABE'S SPORTSBAR	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	YES	LFA
BALDY'S TAILGATE BAR	LIQUOR	7200	YES	YES	YES	N/A		YES	YES	LFA
BARLEY & VINE	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	NO
BOWLERO	LIQUOR	7200	YES	YES	YES	N/A	NO	NO	YES	NO
BRACKETT'S CROSSING	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	NO
BUFFALO WILD WINGS	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	LFA
CARBONE'S	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	LIONS
CHART HOUSE	LIQUOR	6450	YES	YES	YES	N/A		YES	NO	LHA
CRACKER BARREL	BEER/WINE	1100	YES	YES	YES	N/A	NO	NO	NO	NO
CRYSTAL LAKE GOLF	LIQUOR	6450	YES	YES	YES	YES	YES	YES	NO	NO
DAKOTA CURLING	CLUB	700	YES	YES	YES	N/A	NO	NO	NO	NO
EL PARIAN MEXICAN	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	YES	NO
EMAGINE THEATER	LIQUOR	6450	YES	YES	YES	YES	NO	NO	NO	NO
FARMERS GRANDSON EATERY	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	NO
GOODFELLAS	LIQUOR	7200		YES	YES	N/A	NO	TEMP	NO	LHA
GREEN MILL	LIQUOR	7200	YES	YES	YES	N/A	YES	YES	NO	LHA
GARY'S	LIQUOR	7200	YES	YES	YES	N/A	YES	YES	NO	LS FOOTBALL
JOY'S THAI CUISINE	BEER/WINE	1100			YES	N/A	NO	NO	NO	NO
LAKEVILLE BREWING	LIQUOR BREWER	7200 50	YES	YES	YES	N/A	YES	YES	NO	VFW POST 210
LAKEVILLE LINKS	LIQUOR	7200	YES	YES	YES		NO	NO	NO	NO
LBC ON THE LAKE	LIQUOR	7100	Yes	Yes	Yes	N/A	Yes	Yes	NO	NO
LIFETIME FITNESS	BEER/WINE	1100	YES	YES	YES	N/A	NO	YES	NO	NO
MI PUEBLO MEXICAN	LIQUOR	6450			YES	YES	NO	YES	NO	NO
NORTHERN TAP HOUSE	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	LHA
OLE PIPER	LIQUOR	7200	YES	YES	YES	N/A	NO	NO	NO	LHA
PORTER HOUSE	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	NO

LIQUOR LICENSES 2025

RED'S SAVOY PIZZA	BEER/WINE	1100	YES	YES	YES	N/A	NO	NO	NO	NO
RUDY'S REDEYE GRILL	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	NO
SAKURA SUSHI	BEER	300	YES	YES	YES	N/A	NO	NO	NO	NO
SAWA JAPAN	BEER/WINE	1100	YES	YES	YES	N/A	NO	NO	NO	NO
SWING LAB	BEER/WINE	1100	YES	YES	YES	N/A	NO	NO	NO	NO
TAQUERIA LOS COMPADRES	LIQUOR	7,200	YES	YES	YES	N/A	NO	NO	NO	NO
TERESA'S MEXICAN	LIQUOR	7200	YES	YES	YES	N/A	NO	YES	NO	NO
THE BETTER HALF	LIQUOR	6450	YES	YES	YES	N/A	NO	NO	NO	LIONS

LICENSEE	LICENSE TYPE	FEE	LIQUOR LIABILITY	WORK COMP	TAXES PAID	SALES TAX REPORT	CATERER PERMIT	PATIO	2 AM CLOSING	GAMBLING
HOLIDAY 3821	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
HY-VEE GROCERY	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
KWIK TRIP 343	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
KWIK TRIP 692	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
KWIK TRIP 694	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
SPEEDWAY 4169	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
SPEEDWAY 4189	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
SPEEDWAY 4337	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
SPEEDWAY 4490	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
SPEEDWAY 4528	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
SPEEDWAY 4768	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
CUB FOODS 1598	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
CUB FOODS 1656	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
CUB FOODS 1657	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
TARGET	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
WALMART	3.2 BEER	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A

LIQUOR LICENSES 2025

LICENSEE	LICENSE TYPE	FEE	LIQUOR LIABILITY	WORK COMP	TAXES PAID	SALES TAX REPORT	CATERER PERMIT	PATIO	2 AM CLOSING	GAMBLING
BOARD & BRUSH	CDPBL	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
THE BONUS ROOM	CDPBL	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A
FINAL FINAL FINAL LLC	CDPBL	300	YES	YES	YES	N/A	N/A	N/A	N/A	N/A



Date: 6/2/2025

Transfer of Title - K9 Kilo

Proposed Action

Staff recommends adoption of the following motion: Move to approve the transfer of ownership of retired K9 Officer Kilo to Sergeant Tom Danielson.

Overview

Sergeant Tom Danielson and K9 Kilo became loyal partners in 2016. K9 Kilo retired from service in February 2025 and it has been our custom to allow the retired K9 Officer's handler to become the new owner.

Supporting Information

1. TRANSFER OF TITLE - K9 KILO

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Brad Paulson, Chief of Police

TRANSFER OF TITLE

KNOW ALL BY THESE PRESENTS, that the **CITY OF LAKEVILLE**, and a Minnesota municipal corporation, (“City”), owner of the following described property:

K-9 KILO

Having determined that the dog has no monetary value and is of no further utility to the City, the city does hereby convey ownership of the dog to Tom Danielson (“Recipient”) subject to the terms of this agreement, in an “**AS-IS**” condition without warranties the dog described above.

Recipient agrees to remit \$1.00 to the City of Lakeville for purchase of the dog. Recipient also agrees to properly and humanely feed, house, and care for the dog. Recipient further agrees to indemnify and hold harmless the City, its officers, employees, agents and insurers from any claims, losses, damages, reasonable attorney’s fees, costs or judgments resulting from the actions of the dog that occur after the date of this Transfer of Title.

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument to be executed this 6th day of June, 2025.

CITY OF LAKEVILLE:

By: _____
Luke Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

RECIPIENT:

Tom Danielson, Police Sergeant



Date: 6/2/2025

Approval of the Cost Share Agreement with Dakota County for Voting Equipment Replacement

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Cost Share Agreement with Dakota County to support the replacement of the current voting equipment.

Overview

Dakota County's existing voting equipment was purchased in 2015 and has since been used in over 40 elections. While the equipment has been maintained proactively, it is nearing the end of its useful life. There are increasing concerns about slow processing speeds, maintenance demands, and a lack of accessibility compliance.

As election standards and voter expectations evolve, investing in next-generation equipment is necessary to ensure accuracy, accessibility, and trust in the electoral process.

The County, under Minnesota Statutes §§ 471.59 and 206.805, is authorized to conduct a joint procurement process on behalf of the participating governmental units. The proposed equipment purchase will follow a competitive Request for Proposals (RFP) process conducted by the County, with full consultation from municipal partners. This collaborative effort among Dakota County, municipalities, and school districts aims to ensure secure, accessible, and efficient voting systems for future elections.

The total estimated cost of the new equipment is \$5,000,000. The cost-sharing model is as follows:

- Dakota County: 65%
- Cities/Townships: 30%
- School Districts: 5%

The City of Lakeville's share is based on the number of registered voters, amounting to 17% of the city/township share. Lakeville's total estimated contribution is \$255,426. This amount will be paid to Dakota County in five equal, interest-free installments of \$51,085 annually from 2027 through 2031. In addition, Lakeville will pay its proportional share of ongoing annual maintenance costs for the equipment.

Dakota County will retain ownership and provide insurance for the voting equipment, while the City will be responsible for securely storing and handling the equipment when it is in its

possession. Repairs and maintenance required between elections will be coordinated by the County to ensure the equipment remains in proper working condition. The new equipment is scheduled to be deployed in time for the August 2026 State Primary Election. Additionally, the City agrees to comply with all operational standards established by both the County and the Minnesota Secretary of State.

Supporting Information

1. Voting Equipment Replacement Overview - Dakota County
2. Election Hardware and Software Cost Share Agreement between Dakota County and City of Lakeville

Financial Impact: \$255,426.00 Budgeted: Yes Source: Election Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: <i>Ann Orlofsky</i>, City Clerk
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Voting Equipment Replacement Overview 2025

Summary

Dakota County’s voting equipment is quickly becoming outdated, leading to challenges in reliability and efficiency. As election standards evolve and voter expectations increase, upgrading to the next generation of voting equipment is critical to ensure trust in the electoral process, compliance with regulations, ease of use, and accessibility for all voters.

Background

Current State of Equipment

The County’s voting equipment was deployed in 2015. With proactive care and preventive maintenance, ballot tabulators have been successfully used in over 40 elections. Users are seeing slower processing times and a higher level of ongoing maintenance. Additionally, the accessible voting hardware has already reached the end of its life and does not efficiently or dependably support voters with disabilities.

Growth in Population and Equipment Use

Dakota County’s current voting equipment was originally deployed in 2015 and the number of eligible voters in our county has increased over 10 percent since that time. Equipment was projected to be used 2-3 times each year but at least 4 elections have been conducted each year since 2019. Rigorous testing requirements demand that each ballot is scanned multiple times to check for accuracy and reliability, both in preliminary and public accuracy testing.

Proposed Solution

Invest in new, state-of-the-art voting equipment that:

1. **Enhances Security:** Incorporates advanced encryption and other features to prevent tampering.
 2. **Improves Accessibility:** Meets ADA standards and provides equitable access for voters with disabilities.
 3. **Increases Efficiency and Voter Trust:** Reduces wait times, streamlines ballot processing, and minimizes potential for errors. Enhances overall trust in the electoral process.
 4. **Supports Scalability:** Accommodates future growth in voter participation.
-

Risks of Inaction

Outdated voting equipment poses risks to the integrity and efficiency of our elections. Delays and equipment malfunctions frustrate voters and can lead to longer lines, potentially disenfranchising voters. Repairing outdated equipment is increasingly expensive, laborious, and less cost-effective over time. Costs are increasing as maintenance and repairs will continue to rise as equipment ages. Additionally, security vulnerabilities and inefficiencies may erode public confidence in elections.

Equipment Certification Process

Voting equipment certification begins with the U.S. Election Assistance Commission (EAC), through a painstaking application, testing, and review process. In Minnesota, pursuant to Minn. Stat. § 206.57, an electronic voting system must be certified by the Minnesota Secretary of State and tested by a testing authority accredited by the EAC or tested by a federal agency (i.e. the EAC) pursuant to the Voluntary Voting Systems Guidelines (VVSG). This limits the equipment that is available for use to those that have been tested and/or certified by the State.

As of April 2025, there are three vendors which have equipment approved for use in Minnesota: Dominion Voting Systems, Hart InterCivic, and Election Systems & Software (ES&S). The breakdown of usage among counties is listed below:

- ❖ Dominion Voting Systems: Aitkin, Crow Wing, Dakota, Mahnomen, Scott, and Sherburne
 - ❖ Hart InterCivic: Big Stone, Chisago, and Ramsey
 - ❖ ES&S: Anoka, Blue Earth, Hennepin, Olmsted, Rice, Washington, and all other MN Counties
-

Cost-Share Plan

This project is estimated to cost \$5 million, which will include the initial equipment purchase (e.g., tabulators, software, peripherals) and training for staff. In previous voting equipment purchases, Dakota County assumed 50% of the cost, while city and township partners assumed the remaining 50%. Recent cost share agreements for services and poll pad equipment have included school districts in the cost share. This cost-share agreement shall be structured so that Dakota County would assume 65% of the cost, city and township partners would assume 30% of the costs, and school districts would assume 5% of the costs.

In previous election cost-share agreements, Dakota County has allowed partners to split up-front costs into multiple years to reduce the immediate budget impact. We will allow our municipal partners the same flexibility in this agreement, instituting a five-year payment structure with payments beginning in 2027.

Timeline

1. Create cost-share agreement with municipal partners (April-May 2025)
 2. Conduct transparent, collaborative RFP process (April – October 2025)
 3. Deploy/ implement equipment and train County staff, clerks, and election judges (Jan – July 2026)
 4. Utilize equipment for August 11, 2026 State Primary Election
-

Conclusion

Investing in modern voting equipment is not just a financial decision but a commitment to maintaining the integrity and trustworthiness of our democratic process. This project will help ensure secure, efficient, and accessible elections for all voters in our jurisdiction.

COST SHARE AGREEMENT BETWEEN
City of Lakeville

AND COUNTY OF DAKOTA
FOR ELECTION HARDWARE, SOFTWARE, AND RELATED SERVICES

This Cost Share Agreement ("Agreement") is entered into by and between the City of Lakeville ("Municipality"), 20195 Holyoke Ave, Lakeville, MN 55044, and the County of Dakota ("County"), 1590 Highway 55, Hastings, MN 55033. Municipality and County are referred to individually as the "Party" and are collectively referred to as the "Parties".

WHEREAS, pursuant to Minn. Stat. § 471.59, two or more governmental units, by agreement through action of their governing bodies, may jointly exercise powers common to the governmental units; and

WHEREAS, under Minn. Stat. § 206.805, the parties are empowered to purchase election hardware, software and related services; and

WHEREAS, the County, along with cities and townships in Dakota County, shared the cost for the purchase and implementation of voting equipment in 1998 and 2015; and

WHEREAS, the Parties are desirous of cooperating to purchase a replacement for the current voting equipment system for use by the Parties and other cities, townships, and school districts in Dakota County who enter into separate Cost Share Agreements with the County (collectively, the "Governmental Units").

NOW, THEREFORE, in consideration of the premises and covenants contained herein and subject to the provisions of Minn. Stat. § 471.59, the Parties agree as follows:

I. PURPOSE

A. The purpose of this Agreement is to authorize the County to purchase election hardware, software and related services for the Parties and to establish the obligations of the Parties with respect to their use and maintenance.

II. TERM

A. The term of this Agreement shall commence on the Effective Date, which is the date when all signatures of the Parties are obtained and shall remain in full force and effect until the Expiration Date, which is the date when the Vendor Contract entered into pursuant to Section III(A) terminates, this Agreement is terminated as provided herein, or by operation of law, whichever occurs first. This Agreement may be extended by written mutual agreement of the Parties.

III. DUTIES OF THE COUNTY

The Vendor Contract includes hardware, software, licensing, and maintenance.

A. Solicitation. In conformance with the provisions of Minnesota law, the County will prepare a Request for Proposals (RFP) for an electronic voting system that meets the requirements of all Minnesota statutes and rules, including Minn. Stat. § 206.57, to be used by all local government units in Dakota County, including the Parties. The County will consult with the Municipality in preparation of the RFP. The solicitation will consist of a competitive process consistent with state law applicable to such solicitation.

The RFP will include vendor-supplied technical maintenance and regular maintenance and upgrades of the election hardware and software, wherever stored, for at least five (5) years from the date of purchase, including assurances of sufficient parts, supplies and accessories, warranty service, and will seek to obtain a trade-in allowance for all electronic voting systems owned by Dakota County.

B. Award of Contract. The final decision on the vendor to whom the contract shall be awarded will be made by the Dakota County Board of Commissioners. The contract will be awarded to a vendor whose proposal meets all of the standards for voting systems required by Minnesota law. The County will defend and indemnify the Municipality, its elected officials, employees and/or agents and hold them harmless from all claims and damages arising out of the solicitation process and the award of contract for the election hardware, software and related services.

C. Repairs and Maintenance. The County will arrange for all necessary repairs, maintenance and upgrades to the election hardware and software between election seasons.

D. Purchase and Delivery. The County will arrange for the purchase and delivery of election hardware and peripherals.

E. Licenses. The County will obtain all licenses and other rights necessary for the Municipality to use the election hardware and software for its intended use. The County will defend and indemnify the Municipality, its elected officials, employees and/or agents and hold them harmless from all claims and damages arising out of any license, copyright or other intellectual property right.

F. Insurance. The County will include the election hardware and software on its commercial property casualty insurance coverage.

G. Ownership. The County will own the election hardware and software purchased pursuant to this Agreement, regardless of where the election hardware and software may be stored or used.

IV. DUTIES OF THE MUNICIPALITY

A. Existing Election Hardware and Software. To the extent the Municipality has ballot tabulation equipment or ballot boxes in its possession, it will turn such equipment over to the County.

B. Storage, Handling and Service. The Municipality must provide safe storage and handling of the election hardware and software when such equipment is in the Municipality's possession. The Municipality will report any needed hardware and software maintenance, in writing, to the County. Any election hardware or software problems on election days may be reported to the County orally.

C. Payment.

- a. Upon award of the contract, the County will first pay sixty-five percent (65%) of the purchase price and apply trade-in credit received, if any, to each of the election hardware and software packages purchased. The Municipality will pay its pro rata share of the remaining cost, by percentage, for the election hardware and software packages purchased by the County for the Municipality as identified in Appendix A.
- b. Payment by the Municipality to the County will be made in five (5) equal annual installments, without interest, on or before January 31st of each year beginning in 2027 and ending in 2031. The Municipality may prepay installments at any time without penalty. The Municipality will pay the County within forty-five (45) calendar days of receipt of an invoice from the County.
- c. The Municipality will pay to the County its pro rata share of the annual maintenance costs for the election equipment. The Municipality will pay the County within forty-five (45) days receipt of an invoice from the County.

D. Operation of the System. Municipality shall operate in compliance with the following General Conditions Governing Operation of the Electronic Voting System:

- a. Municipality shall distribute voting equipment to precincts in the quantities advised by the County in each election held in the Municipality through the term of this Agreement.
- b. Municipality must only use the polling place and election procedures approved by or from the County or the Minnesota Secretary of State.

V. INDEMNIFICATION

A. Municipality. The Municipality will defend and indemnify the County, its elected officials, employees, and agents and hold them harmless from all claims and damages arising out of the use, transport, storage, handling, or maintenance of the voting equipment, which are attributable to the intentional, willful, or negligent acts or omissions of the Municipality, its elected officials, employees, or agents.

B. County. The County will defend and indemnify the Municipality, its elected officials, employees, and agents and hold them harmless from all claims and damages arising out of the solicitation and award of the Vendor Contract and arising out of the transport, handling, or storage of the voting equipment attributable to the intentional, willful, or negligent acts or omissions of the County, its elected officials, employees, or agents. The County does not warrant, nor does it indemnify the Municipality for performance of or failure to perform by the Contract Vendor. Nevertheless, the County will pursue any and all rights it may have with respect to warranties, when requested by the Municipality or when necessary, to assure conformance with the intended use of the voting equipment.

C. Municipal Tort Claims Act. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that it is able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. For purposes of determining total liability for tort damages which may arise from this Agreement, the Parties are to be considered a single governmental unit.

VI. STATE AUDIT

Under Minn. Stat. § 16C.05, subd. 5, each Party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the Expiration Date of this Agreement.

VII. GOVERNMENT DATA PRACTICES

For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by the Parties in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security.

Each Party shall provide the other Party with prompt notice of a breach of the security of data defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.

The Parties shall promptly notify each other when any third-party requests data related to this Agreement, the voting equipment, or the Vendor Contract.

VIII. VENUE

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate court of competent jurisdiction in Dakota County, Minnesota.

IX. TERMINATION

A. The County will notify the Municipality if its Governmental Unit Share as stated in Appendix A is projected to increase. Small cities and townships that utilize mail balloting will not be subject to this Agreement. Otherwise, the Parties must mutually agree to terminate this Agreement in writing by the undersigned or their successors.

B. Termination. This Agreement shall remain in effect until the occurrence of any one of the following events:

- a. Termination is necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- b. The Agreement entered into pursuant to Paragraph III(B) above has expired or has otherwise been terminated.
- c. Parties mutually agree to terminate Agreement.

X. MISCELLANEOUS PROVISIONS

A. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement, unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.

B. Assignment. No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party and an assignment agreement, approved and executed by all Parties to this Agreement, or their successors in office.

C. Amendments. Any amendment to this Agreement must be in writing and is not effective until approved and executed by all Parties to this Agreement, or their successors in office.

D. Waiver. If any Party fails to enforce any provision of this Agreement, such failure does not waive the provision or its right to enforce it.

E. Contract Complete. This Agreement contains all negotiations and agreements between the Parties. No other understanding regarding this Agreement, whether written or oral, is binding on any Party.

F. Compliance with Laws. The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Municipality and the County have caused this Agreement to be executed on their behalf.

COUNTY OF DAKOTA

CITY OF
Lakeville

By: _____

By: _____

Name: Tom Novak

Luke M. Hellier Mayor or Designee

Date: _____

Title: PSR Division Director

By: Ann Orlofsky Clerk or Designee

Date: _____

Date: _____

Approved as to form:

/s/Tom Donely 05/16/2025

Assistant County Attorney/Date
File No. KS- 25-212

Appendix A: COST PROJECTIONS FOR INITIAL EQUIPMENT PURCHASE*

*The information in this Appendix A is informational only and based on all Governmental Units identified in the chart executing a Cost Sharing Agreement and a total Purchase Price of \$5,000,000. If one or more of these factors changes, the Municipal Share will likely increase.

	Voters	Percentage	Amount	
Dakota County	289,935	65%	\$ 3,250,000	
Cities/Townships	289,935	30%	\$ 1,500,000	
School Districts	289,935	5%	\$ 250,000	

Municipality Share	Voters	% of Reg Voters	Amount	Annual Payback
Apple Valley	35,995	12.4%	\$ 186,382	\$ 37,276
Burnsville	37,579	13.0%	\$ 194,584	\$ 38,917
Castle Rock Twp	998	0.3%	\$ 5,168	\$ 1,034
Coates	98		\$ -	\$ -
Douglas Twp	536	0.2%	\$ 2,775	\$ 555
Eagan	45,746	15.8%	\$ 236,873	\$ 47,375
Empire	2,022	0.7%	\$ 10,470	\$ 2,094
Eureka Twp	1,088	0.4%	\$ 5,634	\$ 1,127
Farmington	14,909	5.1%	\$ 77,199	\$ 15,440
Greenvale Twp	624	0.2%	\$ 3,231	\$ 646
Hampton City	440	0.2%	\$ 2,278	\$ 456
Hampton Twp	630	0.2%	\$ 3,262	\$ 652
Hastings	15,061	5.2%	\$ 77,986	\$ 15,597
Inver Grove Heights	23,212	8.0%	\$ 120,192	\$ 24,038
Lakeville	49,329	17.0%	\$ 255,426	\$ 51,085
Lilydale	802	0.3%	\$ 4,153	\$ 831
Marshan Twp	882	0.3%	\$ 4,567	\$ 913
Mendota City	148	0.1%	\$ 766	\$ 153
Mendota Heights	9,119	3.1%	\$ 47,218	\$ 9,444
Miesville	88		\$ -	\$ -
New Trier	62		\$ -	\$ -
Nininger Twp	631	0.2%	\$ 3,267	\$ 653
Northfield	989	0.3%	\$ 5,121	\$ 1,024
Randolph City	297	0.1%	\$ 1,538	\$ 308
Randolph Twp	560	0.2%	\$ 2,900	\$ 580
Ravenna Twp	1,738	0.6%	\$ 8,999	\$ 1,800
Rosemount	18,686	6.5%	\$ 96,756	\$ 19,351
Sciota Twp	340	0.1%	\$ 1,761	\$ 352
South St. Paul	12,322	4.3%	\$ 63,803	\$ 12,761
Sunfish Lake	435	0.2%	\$ 2,252	\$ 450
Vermillion City	307	0.1%	\$ 1,590	\$ 318
Vermillion Twp	918	0.3%	\$ 4,753	\$ 951
Waterford Twp	395	0.1%	\$ 2,045	\$ 409
West St. Paul	12,949	4.5%	\$ 67,050	\$ 13,410

ISD 191	33,351	11.5%	\$ 28,757	\$ 5,751
ISD 192	24,434	8.4%	\$ 21,069	\$ 4,214
ISD 194	37,762	13.0%	\$ 32,561	\$ 6,512
ISD 195	1,603	0.6%	\$ 1,382	\$ 276
ISD 196	108,067	37.3%	\$ 93,182	\$ 18,636
ISD 197	30,660	10.6%	\$ 26,437	\$ 5,287
ISD 199	18,833	6.5%	\$16,239	\$ 3,248
ISD 200	20,498	7.1%	\$ 17,675	\$ 3,535
ISD 252	129	0.0%	\$ 111	\$ 22
ISD 659	2,337	0.8%	\$ 2,015	\$ 403
SSD 6	12,261	4.2%	\$ 10,572	\$ 2,114



Date: 6/2/2025

Group Medicare Plan

Proposed Action

Staff recommends adoption of the following motion: move to approve the offering of a group Medicare plan.

Overview

Per Minnesota state statute 471.61 subd. 2b, employees who retire through a local government agency (or who can draw on a pension plan) are allowed to be offered group benefits indefinitely after they retire. Currently, if an employee retires and is younger than age 65, they are offered Lakeville's current benefit plan offerings. Their choice to continue participation is optional. The issue is that once an employee retires, they no longer receive the employer's monthly contribution to the premium, making the retiree responsible for 100% of the monthly premium.

When individuals turn 65, they are eligible to participate in Medicare benefits, which is a much more affordable option. Most individuals moving to Medicare choose a supplemental or advantage plan that gets paired with the basic offerings of Medicare. Supplemental or advantage plans are available in a variety of ways to individuals, but the benefits and costs can vary depending on several factors.

Lakeville would like to offer past and future Medicare-eligible employees this option for group Medicare benefits. In discussing options with Medica, the city is proposing plan option 5, which is outlined in the attached Medica brochure. There is no cost to the city, as this is still fully paid for by the eligible retiree and paid directly to Medica. The plan offering is still optional to participate in, and it offers individuals coverage for health, dental, and vision needs. The advantage of offering this group Medicare plan is that it typically has better benefits and is more cost-effective than what an individual would be able to obtain on their own in the marketplace.

There are two master-plan agreements that are attached. Even though the city is proposing to offer one Medicare plan option, the difference is in network options and depends on where a retiree resides when they elect to participate in this group Medicare plan.

Supporting Information

1. 2025 Group Medicare Brochure
2. City of Lakeville Medicare Advantage Master Group Contract H8889
3. City of Lakeville Prime Solution Cost Master Group Contract H2450

Financial Impact: None **Budgeted:** No **Source:**
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Alissa Frey, Human Resources Director



2025 Group Medicare Plans Portfolio

Medica Group Advantage SolutionSM (PPO)
Medica Group Prime SolutionSM w/ Rx (Cost)



Many choices. More value.

We understand the contribution your retirees have made to your organization. Now you can show them how much you care by giving them the best retiree health insurance coverage possible.

We offer a range of Group Medicare choices — with different coverage levels and premium amounts — so it's easy to find the right fit for everyone's needs and budget. Plus, you can decide if you want to offer a plan with an employer contribution.



AT A GLANCE

We make it easy to reward your valued retirees.

Our group plans help pay costs Medicare doesn't cover. They also give members extra benefits that Medicare doesn't include, like maximum out-of-pocket protection and Part D drug coverage. Here are some other benefits:

- Plan choices with low to no copays
- Broad provider networks with no referrals required
- Health+ by Medica card loaded with dental and eyewear allowances
- Nationwide access to providers that accept Medicare
- Worldwide emergency care
- Part D drug coverage included
- Extensive drug listing with more than 3,300 prescription medications
- Dental coverage using any licensed dentist — no network
- Free fitness membership through One Pass™
- Routine eye + hearing exam coverage
- Prescription eyewear + hearing aid savings with some plans
- Can live anywhere in the United States and its territories

We provide you with a dedicated Group Medicare expert who will work closely with you to ensure a smooth transition for you and your retirees.

All plan options include medical and Part D prescription drug coverage **There are two types of pharmacies available in our network: Standard and Preferred. Preferred pharmacies have the lowest copay.** Plans are available as both **Medica Group Prime Solution w/Rx (Cost)** and **Medica Group Advantage Solution (PPO) plans.**

	Plan 2		Plan 5		Plan 11		
Monthly premium	\$359		\$85		\$56		
Annual medical deductible	\$0		\$0		\$0		
Annual out-of-pocket maximum	\$1,750		\$3,250		\$4,000		
Medical Benefits	Member pays (In Network)						
Primary care	\$0		\$0		\$10		
Specialist	\$20		\$25		\$30		
Urgent care	\$0 - \$20		\$0 - \$25		\$0 - \$30		
Chiropractic	\$20		\$20		\$20		
Eye exam — routine annual, up to 2 refractions per year	\$0		\$0		\$0		
Hearing exam — routine annual	\$0		\$0 - \$25		\$0 - \$30		
Radiology	Diagnostic radiology \$100 Therapeutic radiology \$70		Diagnostic radiology \$200 Therapeutic radiology \$75		Diagnostic radiology \$300 Therapeutic radiology 20%		
X-ray	\$20		10%		\$30		
Diagnostic tests	\$50		\$85		\$100		
Outpatient surgery	\$175		\$200		\$250		
Ambulance (ground)	\$200		\$265		\$265		
Emergency care (worldwide)	\$115		\$120		\$125		
Inpatient hospital	\$200 per stay		\$250 per stay		\$300 per day, days 1-5		
Skilled nursing facility	Days 1-20: \$0 Days 21-100: \$150/day		Days 1-20: \$0 Days 21-100: \$214/day		Days 1-20: \$0 Days 21-100: \$214/day		
Diabetic testing supplies	0% - 20%		0% - 20%		0% - 20%		
Part B drugs	0% - 20%		0% - 20%		0% - 20%		
Medicare Part B Insulin Drugs	\$35 per one-month supply						
Part D Drug Coverage							
Annual deductible		\$0		\$295*		\$350*	
Initial coverage (member drug costs up to \$2,000)		Preferred	Standard	Preferred	Standard	Preferred	Standard
30-Day Retail	Tier 1: Preferred Generic	\$2	\$10	\$5	\$15	\$8	\$20
	Tier 2: Generic	\$10	\$20	\$12	\$25	\$14	\$30
	Tier 3: Preferred Brand	25%	25%	25%	25%	22%	22%
	Tier 4: Non-Preferred Drug	50%	50%	50%	50%	50%	50%
	Tier 5: Specialty Drug	33%	33%	29%	29%	20%	20%
Catastrophic coverage (plan pays costs exceeding \$2,000)		Member pays nothing with all plans					

*Deductible does not apply to Tier 1 for plan 5 and 11

Extras that make our plans **better**

Dental Coverage

Our plans include an annual dental benefit for preventive and restorative dental services. There is no deductible and no network - members can visit any licensed dentist of their choosing.

Plan	Annual Benefit
Plan 2	\$750
Plan 5	\$500
Plan 11	\$250

Prescription Eyewear Allowance

Our plans include annual reimbursement for prescription eyewear. Reimbursement amounts vary by plan.

Plan	Annual Benefit
Plan 2	\$150
Plan 5	\$125
Plan 11	\$100

Over-the-Counter (OTC) Savings

Our plans have a benefit allowance you can use for eligible OTC health and wellness products. Allowance amount varies by plan.

Plan	Semi-annual Benefit
Plan 2	\$75
Plan 5	\$50
Plan 11	\$25

Health+ by Medica card

Dental and Eyewear benefits are loaded on our Health+ by Medica card that can be used at participating retailers and providers.

* Allowance amounts do not roll over.

* Health+ by Medica Card: Card can only be used for Qualified Purchases indicated by your plan provider everywhere Visa® debit cards are accepted. Card is issued by Sutton Bank, pursuant to a license from Visa U.S.A. Inc. Please contact your Program Sponsor directly for a full list of Qualified Purchases. Visa is a registered trademark of Visa, U.S.A. Inc. All other trademarks and service marks belong to their respective owners. No Cash or ATM Access. Terms and conditions apply, contact your Plan Provider for details.

Free Fitness Membership

Our innovative fitness program through One Pass™ makes staying fit — physically and mentally — convenient and fun.

- Large network of 25,000+ gyms and fitness centers
- Members can enroll in multiple facilities
- Live and on-demand fitness classes
- Unlimited access to CogniFit online activities that support brain speed and memory

Learn more about One Pass™ at **Medica.com/Fitness**

Member Online Information

Our secure sites give members access to their personalized information to help them better understand their health plan benefits and get the most out of their coverage.

Members have access to many easy-to-use self-service tools so they can get the information they need when they need it, 24/7.

Members can:

- Track medical and pharmacy claims
- Find a network provider, facility, or pharmacy
- Check prescription drug prices

MyMedica.com - For Cost plan members

Medicamember.com - For Medicare Advantage (PPO) members

Hearing Aid Allowance

Plan 2 includes an annual reimbursement for hearing aids. This hearing aid allowance also covers hearing aid fittings and evaluations.

Plan	Annual Benefit
Plan 2	\$500

Personal Health Advocate

The medical system can be confusing and overwhelming. That's why we offer our members a health support lifeline called HealthAdvocateSM.

Our personal health advocates help answer health-related questions — from finding the right doctor to solving claims issues. They can even help members set up appointments. The service is confidential and doesn't cost extra.

24/7 NurseLine

Through HealthAdvocateSM NurseLine, highly trained nurses are available 24/7 to help answer questions about symptoms, medications, and health conditions. Nurses can also share self-care tips for non-urgent medical conditions.



You're not just covered, you're cared for.

Great plans, greater good

We're a nonprofit health plan that's been putting members and employer partners first for nearly 50 years. But that's only part of the story. We support the communities we serve. Our Medica Foundation awards millions of dollars in grants each year to support communities in need. And our employees volunteer thousands of hours with local charities.

Connect with us

Call us toll-free at **1 (855) 279-6177** (TTY: **711**).

8 a.m.-5 p.m. CT, Monday-Friday

Medica is a PPO and Cost plan with a Medicare contract. Enrollment in Medica depends on contract renewal.



**MEDICA HEALTH PLANS
MEDICARE ADVANTAGE (MEDICARE PART C) PLAN
MEDICA GROUP ADVANTAGE SOLUTIONSM
MASTER GROUP CONTRACT
INDIVIDUALLY BILLED**

Employer Group

Sponsor Name:

City of Lakeville

Group #:

TBD

Effective Date:

July 1st, 2025

Contract #:

H8889 – Plan 5

**ARTICLE 1
INTRODUCTION**

This Master Group Contract ("Contract") provides group health insurance coverage ("Benefits") through Medica Group Advantage SolutionSM (Medicare Part C)("Plan") in accordance with Medicare laws and regulations. This Contract is entered into by and between Medica Health Plans ("Medica") and the employer named above ("Sponsor"), an employer under Minnesota law and other applicable law. This Contract includes a Summary of Coverage and Disclosure of Information ("SB"), attached hereto and incorporated herein by this reference, and the Evidence of Coverage, incorporated herein by this reference, and any amendments. The terms and conditions of the Benefits provided under this Contract are explained more fully in the Evidence of Coverage for the Plan provided under this Contract. The SB will be read consistently with the Evidence of Coverage to the extent feasible. If there is a conflict between the terms and conditions of the SB and the Evidence of Coverage, the Evidence of Coverage will govern. This Contract is intended to meet the requirements of an employer/union-only group waiver plan (EGWP) under Medicare Part C. Any provisions of this Contract that are not consistent with that intention will be void.

This Contract is delivered in the state of Minnesota. This Contract is subject to annual review by the federal government. Availability of coverage in future years is not guaranteed.

The capitalized and other terms used in this Contract have the same meanings given those terms defined in the Evidence of Coverage, unless otherwise specifically defined in this Contract.

If this Contract is purchased by Sponsor to provide benefits under an employee welfare benefit plan governed by the Employee Retirement Income Security Act, 29 U.S.C. 1001, et seq. ("ERISA"), this Contract is governed by federal law, including ERISA and, the laws of the State of Minnesota, to the extent not preempted by applicable federal law. If this Contract is not governed by ERISA, it is governed by the laws of the State of Minnesota.

If this Contract is governed by ERISA, any legal action between the parties to this Contract arising out of or relating to this Contract will be brought in the federal district court for the district of

Minnesota. If this Contract is not governed by ERISA, any legal action between the parties of this Contract arising out of or relating to this Contract will be brought in state court in Hennepin County, Minnesota.

In consideration of payment of the monthly premiums ("Medica Premium(s)") by Members and payment of any applicable Deductible(s), Copayments, and Coinsurance by or for Members, Medica will provide coverage for the Benefits set forth and defined in the SB and the Evidence of Coverage, and any amendments thereto, subject to all terms and conditions, including limitations and exclusions, in this Contract. "Member" is an individual properly enrolled for coverage under the Evidence of Coverage.

This Contract replaces and supersedes any previous agreements between Sponsor and Medica relating to Benefits under this Contract.

Medica will not be deemed or construed to be an employer for any purpose with respect to the administration or provision of Benefits under the Sponsor's welfare benefit plan. Medica will not be responsible for fulfilling any duties or obligations of Sponsor, including but not limited to any regulatory filings required of employers, plan administrators, or plan sponsors.

Medica is responsible for notifying eligible persons of all contractual changes relating to Medica Premiums and enrollment information, if applicable.

ARTICLE 2 TERM OF CONTRACT

Section 2.1 Term and Renewal. The initial term of this Contract is effective from July 1st, 2025 ("Effective Date") to December 31st, 2025 ("Expiration Date"), and may be renewed in accordance with the following paragraph. All coverage under this Contract begins at 12:01 a.m. Central Time.

This Contract may be renewed for an additional term of one year at the end of the initial term and at the end of each Contract renewal term. At least 30 days before the end of the initial term or each Contract renewal term, Medica will notify Sponsor of any modifications to this Contract, including Medica Premiums and Benefits for the next one-year term of this Contract ("Renewal Terms"). If Sponsor accepts the Renewal Terms or if Sponsor and Medica agree on different Renewal Terms, this Contract is renewed for the additional Contract term, unless Medica or Sponsor terminates this Contract pursuant to Section 2.2.

Section 2.2 Termination of This Contract.

Sponsor may terminate this Contract after at least 60 days' prior written notice to Medica. This Contract is guaranteed renewable and will not be terminated by Medica except for the reasons as stated below and effective as stated below. Terminations for the reasons stated below require at least [60] days' written notice from Medica, unless otherwise specified:

- (a) Upon notice to an authorized representative of the Sponsor when any Member does not pay the required Medica Premium when due, provided, however, that this Contract can be reinstated when Member coverage is reinstated pursuant to Section 4.2;
- (b) On the date specified by Medica because Sponsor provided Medica with false information material to the execution of this Contract or to the provision of Benefits under this Contract.

Medica has the right to rescind this Contract back to the Effective Date, subject to applicable law;

- (c) On the date specified by Medica due to Sponsor's violation of the participation or contribution rules as determined by Medica;
- (d) Automatically on the date Sponsor ceases to do business pursuant to 11 U.S.C. Chapter 7;
- (e) On the date specified by Medica, after at least 60 days prior written notice to Sponsor, that this Contract is terminated because Medica will no longer issue this particular type of group health benefits plan within the applicable employer market;
- (f) On the date specified by Medica, after at least 90 days prior written notice to the Sponsor and, if required, to the applicable state authority, that this Contract will be terminated because Medica will no longer renew or issue any group health benefits plan within the applicable employer market;
- (g) On the date specified by Medica when there is no longer any Member who resides in Medica's approved service area;
- (h) On the date specified by Medica upon termination of Medica's contract with the Centers for Medicare and Medicaid Services ("CMS"); and
- (i) Any other reasons or grounds permitted by the licensing laws and regulations governing Medica, provided not inconsistent with applicable Federal law.

Notwithstanding the above, Medica may modify the Medica Premium rate(s) and/or the coverage at renewal. Nonrenewal of coverage as a result of failure of Medica and the Sponsor to reach agreement with respect to modifications in the Medica Premium rate(s) or coverage will not be considered a failure of Medica to provide coverage on a guaranteed renewable basis.

Failure of any Member to pay required Medica Premiums on a timely basis to Medica will result in termination of coverage to the Member.

Section 2.3 Notice of Termination.

Medica will notify:

- (a) Sponsor in writing if Medica terminates this Contract for any reason;
- (b) Member in writing if Medica terminates a Member's coverage under the Contract due to nonpayment of Medica Premium by such Member.

Sponsor will provide timely written notification to Members of such termination in all circumstances for which Medica does not provide written notification to Members.

Section 2.4 Effect of Termination. In the event of termination of this Contract:

- (a) All Benefits under this Contract will end at 12:00 midnight Central Time on the effective date of termination;
- (b) Medica will not be responsible for any claims for health services received by Members after the effective date of the termination, unless otherwise specified in the Evidence of Coverage;
- (c) Individual Members will be and will remain liable to Medica for the payment of any and all Medica Premiums that are unpaid at the time of termination; and

- (d) Upon termination of the Contract, Members will automatically revert to traditional Medicare Part A and Part B coverage.

ARTICLE 3 ENROLLMENT AND ELIGIBILITY

Section 3.1 Eligibility and Enrollment. Sponsor has sole discretion to determine whether a person is eligible to enroll for Benefits, subject to applicable laws, the terms of this Contract, and the following eligibility requirements:

Eligibility Requirements – to be eligible to enroll, an individual must:

- (a) be (i) a Medicare eligible retiree of the Sponsor; or (ii) a Medicare eligible spouse or Domestic Partner (as defined below) or a Medicare eligible dependent of a retiree of the Sponsor; and
- (b) be enrolled in Medicare Parts A and B; and
- (c) continue to pay his or her Medicare Part A and/ or Part B premium, as appropriate; and
- (d) reside permanently within the Medica Group Advantage Solution Plan service area; and
- (e) not be enrolled in a hospice program at the time of application; and
- (f) agree to abide by all of the Medica Group Advantage Solution Plan rules; and
- (g) meet the eligibility criteria established by the Sponsor.

A person who does not satisfy the above requirements is not eligible to enroll for coverage under this Contract. If there is a conflict between the Evidence of Coverage and the eligibility requirements in this Section of the Contract, this Section of the Contract governs.

“Domestic Partner” is defined as an adult who Sponsor determines:

- (a) is in a committed and mutually exclusive relationship with the retiree of the Sponsor and is jointly responsible for the retiree’s welfare and financial obligations; and
- (b) resides with the retiree of the Sponsor in the same principal residence and intends to do so permanently; and
- (c) is at least 18 years of age and unmarried; and
- (d) is not a blood relative of the retiree of the Sponsor.

Medica will rely upon Sponsor’s determination for participation in the Plan under this Contract regarding a person’s eligibility to enroll for Benefits. Sponsor will be responsible for maintaining information verifying its continuing eligibility and the continuing eligibility of eligible Members under this Contract. This information will be provided to Medica as reasonably requested by Medica. Sponsor will also maintain written documentation of a waiver of coverage by an eligible person and provide this documentation to Medica upon reasonable request.

Sponsor will provide the following eligibility information when requested by Medica: full legal name of eligible person or Member, social security number, identification number, proposed effective date for coverage to begin, proposed termination date and reason for termination, date of birth, address, email address and phone number.

Section 3.2 Initial/Open/Off-Cycle Enrollment. As determined by Sponsor, enrollment may be limited to initial and open enrollment periods, CMS’ annual enrollment period, and off-cycle enrollment due to qualifying event, as follows:

- (a) "Initial Enrollment Period" is the 90-day period starting with the date the person is first eligible to enroll for coverage under this Contract. An eligible person must apply within this period for coverage to begin the first day of the month following Medica's receipt of the application and acceptance of enrollment by CMS. An eligible person who does not enroll during the Initial Enrollment Period may enroll for coverage during the next Open Enrollment Period or Off-Cycle Enrollment Due to qualifying event (Special Election Period).
- (b) "Open Enrollment Period" is a minimum 14-day period set by the Sponsor and Medica each year during which eligible persons may enroll for coverage.
- (c) "Off-Cycle Enrollment Due to qualifying event (Special Election Period)" is allowed if the eligible person was enrolled for health coverage under a spouse's or Domestic Partner's health benefits plan and such coverage ends due to one of the following qualifying events:
 - (i) spouse's or Domestic Partner's voluntary or involuntary termination or layoff from employment;
 - (ii) death or permanent disability of the spouse or Domestic Partner; or
 - (iii) divorce.

Section 3.3 Effective Date of Enrollment. Applications must be signed, dated and received by Medica by the last business day of the month in order to be effective the first day of the following month. However, the enrollment is not effective until Medica considers the application complete and it is accepted by CMS. Coverage begins at 12:01 a.m. on the Member's effective date. Applications may be submitted up to three months immediately prior to the person's entitlement to Medicare Parts A and B. No retroactive enrollments will be allowed except as permitted by CMS.

Section 3.4 Effective Date of Request for Disenrollment. The disenrollment will be effective the last day of the month in which notification is received by Medica, unless a later date is requested. The requested disenrollment date cannot be effective more than three months after Medica's receipt of the request. The disenrollment request will come from the Sponsor or Member in writing. Additional disenrollment provisions are specified in the Evidence of Coverage. No retroactive disenrollment will be allowed except as permitted by CMS.

ARTICLE 4 PREMIUMS

Section 4.1 Monthly Medica Premiums. The monthly Medica Premiums for this Contract are specified in the welcome letter and subsequent annual notice of change letter. Invoices are generated and sent to Members on or about the 11th of the month for the month following. Medica Premiums must be submitted by Member to Medica by the 7th day of each calendar month.

1. Member will be responsible for payment to Medica of the monthly Medica Premium.
2. If the Medicare Prescription Drug Benefit Program ("Part D Benefits") are included in the SB, the following CMS restrictions apply.
 - (a) Sponsor cannot vary the monthly Member contribution for the Part D Benefits Premium for individuals within a given class of Members.
 - (b) Sponsor will determine the amount of the monthly Member contribution for the Part D Benefits Premium and Sponsor may subsidize different amounts for different classes of

Members in Sponsor group Part D Benefits provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Different classes cannot be based on eligibility for the Low Income Subsidy, as defined below.

(c) Sponsor cannot charge a Member more for prescription drug coverage provided under the Evidence of Coverage than the monthly Member contribution for the Part D Benefits Premium attributable to basic prescription drug coverage and 100% of the monthly Member contribution attributable to his or her non-Medicare Part D Benefits. Sponsor must pass through any direct subsidy payments received from CMS to reduce the amount that Member pays (or in those instances where a Member who is the subscriber in Plan pays premiums on behalf of a Medicare eligible spouse or dependent, the amount the subscriber pays). The Medica Premium includes pass-through of the direct subsidy amount, that is, the direct subsidy has already been subtracted from the Part D Benefits Premium, as reflected in the Medica Premium.

(d) For all Members eligible for the Low Income Subsidy program, as defined below, the low income premium subsidy amount will first be used to reduce the monthly Member contribution for the Part D Benefits Premium with any remaining portion of the subsidy amount then applied toward the monthly Sponsor contribution for the Part D Benefits Premium. (The “Low Income Subsidy” program is a Medicare Prescription Drug Benefit Program that provides assistance in the form of a subsidy for prescription drug costs to eligible individuals whose income and resources are limited.)

(e) If the low income premium subsidy amount for which a Member is eligible is less than the monthly Member contribution for the Part D Benefits, then Sponsor should communicate to the Member the financial consequences for enrolling in a Sponsor sponsored group prescription drug benefit as compared to enrolling in another Medicare Prescription Drug Benefit Program with a monthly premium equal to or below the low income premium subsidy amount. Sponsor should also communicate to the Member any adverse consequences to enrollment in Sponsor’s Medicare Plan if Member chooses to disenroll from the Sponsoring group’s Part D Benefits.

Member must continue to pay Medicare Part B premiums, and Medicare Part A premiums (if required).

How to pay Medica Premiums:

Member will pay Medica Premiums to Medica at the billing address stated in the Acceptance of Contract provision, set forth at the end of this Contract, and the Evidence of Coverage. In exchange for Medica Premiums paid, Medica will arrange for the provision of Benefits. In doing so, Medica may enter into agreements with Providers of health care, one or more insurers, and such other individuals and entities as may be necessary to enable Medica to fulfill its obligations under this Contract.

Section 4.2 Grace Period. Member has a grace period of 60 calendar days after the due date stated in Section 4.1 to pay the Medica Premium. Failure to pay such premium, in whole or in part, within the grace period will result in Medica pursuing its collection process against the Member.

If Member fails to pay the Medica Premium, the Member's coverage under the Contract will be terminated.

Medica will not be responsible for services received after the effective date of termination.

Section 4.3 Medica Premium Calculation. The Medica Premium owed by Members will be calculated by Medica in accordance with Medica's community rating system. Member coverage for Benefits may be terminated only at the end of the calendar month in which Medica is notified and a full Medica Premium rate for that month will apply.

Section 4.4 Retroactive Medica Premium Adjustments. In accordance with applicable law, retroactive adjustments may be made for any additions of Members not reflected in Medica's records at the time Medica Premiums were calculated by Medica. With respect to terminations of Member's coverage, no retroactive credit will be granted for any month in which a Member received Benefits. No retroactive Medica Premium refund will be granted for termination of Member's coverage unless permitted by CMS.

Notwithstanding the preceding paragraph, Member will pay Medica Premium for any month during which a Member received Benefits.

Section 4.5 Medica Premium Reconciliation and Collection. If Medica's invoice is not paid as billed, Medica will pursue payment.

If Member fails to make payment by the Medica Premium due date, Medica will send written notice to Member. Final written notice will be issued the second month following the original payment due date. If payment is not received by the end of the month, Medica will terminate the Contract.

Section 4.6 Medica Credit. If there is a credit after Medica completes the billing reconciliation process, a letter will be sent to Member within 30 calendar days from the receipt date of the payment. A credit will be applied to the next billing cycle unless Member requests a refund.

Section 4.7 Medica Premium Changes. Medica may change Medica Premiums annually after 30 days' prior written notice to Sponsor and Member on:

- (a) the first anniversary of the effective date of this Contract;
- (b) any monthly due date after the first anniversary of this Contract; or
- (c) any date the provisions of this Contract are amended.

Section 4.8 Fees. Medica may charge Member:

- (a) a late payment charge in the form of a finance charge of 1% per annum for any Medica Premiums not received by the due date; and
- (b) a service charge for any non-sufficient-fund check received in payment of Medica Premiums.

ARTICLE 5 INDEMNIFICATION

Medica will hold harmless and indemnify Sponsor against any and all claims, liabilities, damages or judgments asserted against, imposed upon or incurred by Sponsor, including reasonable attorney fees and costs, that arise out of Medica's grossly negligent acts or omissions in the discharge of its responsibilities to a Member.

Sponsor will hold harmless and indemnify Medica against any and all claims, liabilities, damages or judgments asserted against, imposed upon or incurred by Medica, including reasonable attorney fees and costs, that arise out of Sponsor's or Sponsor's employees', agents', and representatives' grossly negligent acts or omissions in the discharge of its or their responsibilities under this Contract.

Sponsor and Medica will promptly notify the other of any potential or actual claim for which the other party may be responsible under this Article 5.

ARTICLE 6 ADMINISTRATIVE SERVICES

The services necessary to administer this Contract and the Benefits provided under it will be provided in accordance with Medica's or its designee's standard administrative procedures. If Sponsor requests such administrative services be provided in a manner other than in accordance with these standard administrative procedures, including requests for non-standard reports, and if Medica agrees to provide such non-standard administrative services, Sponsor will pay for such services or reports at Medica's or its designee's then-current charges for such services or reports.

ARTICLE 7 CLERICAL ERROR

A Member will not be deprived of coverage under the Contract because of a clerical error. Furthermore, a Member will not be eligible for coverage beyond the scheduled termination date because of a failure to record the termination.

ARTICLE 8 ERISA / CONTRACT INTERPRETATION

If all or a portion of this Contract is entered into by Sponsor to provide Benefits under an employee welfare benefit plan governed by ERISA, Medica will not be named as and will not be the plan administrator or the named fiduciary of the employee welfare benefit plan, as those terms are used in ERISA.

Regardless of whether all or a portion of this Contract is subject to ERISA, the parties agree that Medica has sole, final, and exclusive discretion to:

- (a) interpret and construe the Benefits under the Contract and the Evidence of Coverage;
- (b) interpret and construe the other terms, conditions, limitations and exclusions set out in the Contract and the Evidence of Coverage;

- (c) change, interpret, modify, withdraw or add Benefits without the approval of Members; and
- (d) make factual determinations related to the Contract, Evidence of Coverage and the Benefits.

For purposes of overall cost savings or efficiency, Medica may, in its sole discretion, provide services that would otherwise not be Benefits. The fact that Medica does so in any particular case will not in any way be deemed to require it to do so in other similar cases.

Medica may, from time to time, delegate discretionary authority to other persons or entities providing services under this Contract.

ARTICLE 9 DATA OWNERSHIP, USE AND NON-DISCLOSURE

To the extent not inconsistent with applicable law, information and data acquired, developed, generated, or maintained by Medica in the course of performing under this Contract will be Medica's sole property. Except as this Contract or applicable law requires otherwise, Medica will have no obligation to release such information or data to Sponsor. Medica may, in its sole discretion, release such information or data to Sponsor, but only to the extent permitted by law and subject to any restrictions determined by Medica. Sponsor acknowledges that the benefits and pricing of this Plan are designed exclusively to meet the needs of Sponsor's retirees and should not be presumed to be transferrable to other plan sponsors or employers. Sponsor agrees not to disclose the terms and conditions of this Contract, including without limitation the pricing terms, other than for the purposes of fulfilling the objectives of this Contract.

ARTICLE 10 AMENDMENTS AND ALTERATIONS

Section 10.1 Standard Amendments. Except as provided in Section 10.2, amendments to this Contract are effective 30 days after Medica sends Sponsor a written amendment. Unless regulatory authorities direct otherwise, Sponsor's signature will not be required. No Medica agent or broker has authority to change this Contract or to waive any of its provisions.

Section 10.2 Regulatory Amendment. Medica may amend this Contract to comply with requirements of state and federal law ("Regulatory Amendment") and will issue to Sponsor such Regulatory Amendment and give Sponsor notice of its effective date. The Regulatory Amendment will not require Sponsor's consent and, unless regulatory authorities direct otherwise, Sponsor's signature will not be required. Any provision of this Contract that conflicts with the terms of applicable federal or state laws, regulations, or CMS policies or requirements is deemed amended to conform to the minimum requirements of such laws, regulations, or CMS policies or requirements.

ARTICLE 11 ASSIGNMENT

Neither party will have the right to assign any of its rights and responsibilities under the Contract to any person, corporation or entity without the prior written consent of the other party; provided, however, that Medica may, without the prior written consent of the Sponsor, assign this Contract to any entity that controls Medica, is controlled by Medica, or is under common control with Medica. In the event of assignment, the Contract will be binding upon and inure to the benefit of each party's successors and assigns. Any purported assignment of Sponsor's rights or obligations in violation of this Article is null and void.

ARTICLE 12 DISPUTE RESOLUTION

In the event that any dispute, claim or controversy of any kind or nature relating to this Contract arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. The party requesting the meeting will provide the other, in advance of the meeting, with written notice of the claimed dispute. Upon receipt of the written notice, representatives for each party will meet promptly to attempt to resolve the dispute. If a mutually agreeable resolution is not reached within 30 days following receipt of the written notice, either party may pursue legal action in accordance with the terms of this Contract. The parties may mutually agree to waive the informal dispute resolution process set forth herein. Any such waiver must be in writing and executed by both parties.

ARTICLE 13 TIME LIMIT ON CERTAIN DEFENSES

No statement made by Sponsor, except a fraudulent statement, will be used to void this Contract after it has been in force for a period of 2 years.

ARTICLE 14 RELATIONSHIPS OF PARTIES

The relationship between Sponsor and any Member is that of Sponsor and Member as defined in this Contract.

The relationship between Medica and Sponsor is a solely contractual relationship between independent contractors.

The relationship between Medica and Network Providers is a solely contractual relationship between independent contractors. Network Providers are not agents or employees of Medica, and Medica and its employees are not agents or employees of Network Providers. The relationship between a Medica Network Provider and any Member is that of provider and patient, and the Network Provider is solely responsible for the services provided to any Member.

ARTICLE 15 SPONSOR RECORDS

Sponsor will be responsible for obtaining any required consents from Members which allow Medica to receive a Member's Protected Health Information, as defined below. Medica may at any reasonable time inspect all documents furnished to Sponsor by an individual in connection with the Benefits, Sponsor's payroll records, and any other records pertinent to the Benefits under this Contract.

Although it is not anticipated that Sponsor will receive Protected Health Information, to the extent required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Sponsor agrees that it has amended its documents to reflect the restrictions on use and disclosure of protected health information ("PHI") as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and that the Sponsor agrees to the required use and disclosure restrictions provided by HIPAA as follows:

1. The Sponsor will not use or further disclose such PHI other than as permitted or required by this Contract or as required by law (as defined in the HIPAA privacy standards).
2. The Sponsor will ensure that any agents, including a subcontractor, to whom the Sponsor or any party acting on behalf of the Sponsor provides PHI, agree to the same restrictions and conditions that apply to the Sponsor with respect to such PHI.
3. The Sponsor will not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Sponsor, except under an authorization which meets the requirements of the HIPAA privacy standards.
4. The Sponsor will report to Medica any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Sponsor becomes aware.
5. The Sponsor will make available PHI in accordance with a covered person's right of access under the HIPAA privacy standards.
6. The Sponsor will make available PHI for amendment and incorporate any amendments to PHI in accordance with the HIPAA privacy standards.
7. The Sponsor will make available the information required to provide an accounting of certain disclosures of PHI in accordance with the HIPAA privacy standards.
8. The Sponsor and any of its agents, including a subcontractor, will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance by the Sponsor with the HIPAA privacy standards.
9. If feasible, the Sponsor and any of its agents, including a subcontractor, will return or destroy all PHI received from any party when the PHI is no longer needed for the purpose for which it was disclosed. If such return or destruction is not feasible, the Sponsor will impose all necessary protections to maintain the security of the PHI.
10. The Sponsor will ensure that PHI is only accessible to employees on an "as need to know basis."
11. Sponsor will provide access to a copy of this Contract to Medica upon request by Medica or CMS.

ARTICLE 16 MEMBER RECORDS

By accepting Benefits under this Contract, each Member authorizes and directs any person or institution that has provided services to the Member to furnish Medica or any of Medica's designees at any reasonable time, upon its request, any and all information and records or copies of records relating to the Benefits provided to the Member. In accordance with applicable law, Medica and any of Medica's designees will have the right to release any and all records concerning health care services: (i) as necessary to implement and administer the terms of this Contract; or (ii) for appropriate medical review or quality assessment. Such Member information and records will be considered confidential medical records by Medica and its designees.

ARTICLE 17 NOTICE

All notices, requests, demands and other communications by either party as required or permitted under the terms of this Contract shall be in writing and sent to the addresses set forth below in the Acceptance of Contract provision and shall be made to the attention of the signatory of this Contract or to such other address or individual as the parties may specify from time to time by written notice, to the other party, and shall be deemed delivered:

- (a) if delivered in person, on the date delivered in person;
- (b) if delivered by a courier, on the date stated by the courier;
- (c) if delivered by an express mail service, on the date stated by the mail service vendor; or
- (d) if delivered by registered or certified mail, 3 business days after date of mailing.

Notwithstanding the above, the parties may agree that regular USPS mail delivery and electronic mail transmission are acceptable, in which case the parties shall define and mutually agree upon the expectations for delivery and receipt and method of verification.

A party can change its address for receiving notices by providing the other party a written notice of the change.

ARTICLE 18 COMMON LAW

No language contained in the Contract constitutes a waiver of Medica's rights under common law.

ACCEPTANCE OF CONTRACT

This Contract is deemed accepted by Sponsor upon the earlier of Medica's receipt of its first payment of the Medica Premium or upon Sponsor's execution of this Contract by its duly authorized representative. This Contract is deemed accepted by Medica upon Medica's deposit of the first payment of the Medica Premium. Such acceptance renders all terms and provisions herein binding on Medica and Sponsor.

Signature page follows.

IN WITNESS WHEREOF, authorized representatives of the Parties to this Contract have executed this Contract on the date set forth below to take effect on the Effective Date stated in the Contract. The designated Medica representative for issues related to this Contract is the Account Executive.

MEDICA HEALTH PLANS

SPONSOR:

Corporate Office Address:

401 Carlson Parkway
Minnetonka, MN 55305-5387

Address:

Telephone:

(952) 992-8568
1-800-575-2330

Telephone:

By:

Signature: (Nichole Melton Mitchell)

By:_____

Signature

Title: SVP, Strategic Product & Business
Development

Title:_____

Date:

Date:_____

Billing Address:

P.O. Box 64847
St. Paul, MN 55164-0847

Mailing Address:

P.O. Box 9310
Mail Route CP320
Minneapolis, MN 55440

Account Executive:

Leah Benson
401 Carlson Parkway
Minnetonka, MN 55305-5387
(952) 992-8568
1-800-575-2330

**MEDICA INSURANCE COMPANY
MEDICA GROUP PRIME SOLUTIONSM
MASTER GROUP CONTRACT
INDIVIDUALLY BILLED**

Employer Group
Sponsor Name: City of Lakeville

Group #: TBD

Effective Date: July 1st, 2025

Contract #: H2450 – Plan 5

**ARTICLE 1
INTRODUCTION**

This Master Group Contract ("Contract") provides group health insurance coverage ("Benefits") through Medica Group Prime SolutionSM ("Plan") in accordance with Medicare laws and regulations. This Contract is entered into by and between Medica Insurance Company ("Medica") and the employer named above ("Sponsor"), an employer under Minnesota law and other applicable law. This Contract includes a Summary of Coverage and Disclosure of Information ("SB"), attached hereto and incorporated herein by this reference, and the Evidence of Coverage, incorporated herein by this reference, and any amendments. The terms and conditions of the Benefits provided under this Contract are explained more fully in the Evidence of Coverage for the Plan provided under this Contract. The SB will be read consistently with the Evidence of Coverage to the extent feasible. If there is a conflict between the terms and conditions of the SB and the Evidence of Coverage, the Evidence of Coverage will govern.

This Contract is delivered in the state of Minnesota. This Contract is subject to annual review by the federal government. Availability of coverage in future years is not guaranteed.

The capitalized and other terms used in this Contract have the same meanings given those terms defined in the Evidence of Coverage, unless otherwise specifically defined in this Contract.

If this Contract is purchased by Sponsor to provide benefits under an employee welfare benefit plan governed by the Employee Retirement Income Security Act, 29 U.S.C. 1001, et seq. ("ERISA"), this Contract is governed by federal law, including ERISA and, the laws of the State of Minnesota, to the extent not preempted by applicable federal law. If this Contract is not governed by ERISA, it is governed by the laws of the State of Minnesota.

If this Contract is governed by ERISA, any legal action between the parties to this Contract arising out of or relating to this Contract will be brought in the federal district court for the district of Minnesota. If this Contract is not governed by ERISA, any legal action between the parties of this Contract arising out of or relating to this Contract will be brought in state court in Hennepin County, Minnesota.

In consideration of payment of the monthly premiums ("Medica Premium(s)") by Members and payment of any applicable Deductible(s), Copayments, and Coinsurance by or for Members, Medica will provide coverage for the Benefits set forth and defined in the SB and the Evidence of Coverage, and any amendments thereto, subject to all terms and conditions, including limitations and exclusions, in this Contract. "Member" is an individual properly enrolled for coverage under the Evidence of Coverage.

This Contract replaces and supersedes any previous agreements between Sponsor and Medica relating to Benefits under this Contract.

Medica will not be deemed or construed to be an employer for any purpose with respect to the administration or provision of Benefits under the Sponsor's welfare benefit plan. Medica will not be responsible for fulfilling any duties or obligations of Sponsor, including but not limited to any regulatory filings required of employers, plan administrators, or plan sponsors.

Medica is responsible for notifying eligible persons of all contractual changes relating to Medica Premiums and enrollment information, if applicable.

ARTICLE 2 TERM OF CONTRACT

Section 2.1 Term and Renewal. The initial term of this Contract is effective from July 1st, 2025 ("Effective Date") to December 31st, 2025 ("Expiration Date"), and may be renewed in accordance with the following paragraph. All coverage under this Contract begins at 12:01 a.m. Central Time.

This Contract may be renewed for an additional term of one year at the end of the initial term and at the end of each Contract renewal term. At least 30 days before the end of the initial term or each Contract renewal term, Medica will notify Sponsor of any modifications to this Contract, including Medica Premiums and Benefits for the next one-year term of this Contract ("Renewal Terms"). If Sponsor accepts the Renewal Terms or if Sponsor and Medica agree on different Renewal Terms, this Contract is renewed for the additional Contract term, unless Medica or Sponsor terminates this Contract pursuant to Section 2.2.

Section 2.2 Termination of This Contract.

Sponsor may terminate this Contract after at least 60 days' prior written notice to Medica. This Contract is guaranteed renewable and will not be terminated by Medica except for the reasons as stated below and effective as stated below. Terminations for the reasons stated below require at least [60] days' written notice from Medica, unless otherwise specified:

- (a) Upon notice to an authorized representative of the Sponsor when any Member does not pay the required Medica Premium when due, provided, however, that this Contract can be reinstated when Member coverage is reinstated pursuant to Section 4.2;
- (b) On the date specified by Medica because Sponsor provided Medica with false information material to the execution of this Contract or to the provision of Benefits under this Contract. Medica has the right to rescind this Contract back to the Effective Date, subject to applicable law;

- (c) On the date specified by Medica due to Sponsor's violation of the participation or contribution rules as determined by Medica;
- (d) Automatically on the date Sponsor ceases to do business pursuant to 11 U.S.C. Chapter 7;
- (e) On the date specified by Medica, after at least 60 days prior written notice to Sponsor, that this Contract is terminated because Medica will no longer issue this particular type of group health benefits plan within the applicable employer market;
- (f) On the date specified by Medica, after at least 90 days prior written notice to the Sponsor and, if required, to the applicable state authority, that this Contract will be terminated because Medica will no longer renew or issue any group health benefits plan within the applicable employer market;
- (g) On the date specified by Medica when there is no longer any Member who resides in Medica's approved service area;
- (h) On the date specified by Medica upon termination of Medica's contract with the Centers for Medicare and Medicaid Services ("CMS"); and
- (i) Any other reasons or grounds permitted by the licensing laws and regulations governing Medica, provided not inconsistent with applicable Federal law.

Notwithstanding the above, Medica may modify the Medica Premium rate(s) and/or the coverage at renewal. Nonrenewal of coverage as a result of failure of Medica and the Sponsor to reach agreement with respect to modifications in the Medica Premium rate(s) or coverage will not be considered a failure of Medica to provide coverage on a guaranteed renewable basis.

Failure of any Member to pay required Medica Premiums on a timely basis to Medica will result in termination of coverage to the Member.

Section 2.3 Notice of Termination.

Medica will notify:

- (a) Sponsor in writing if Medica terminates this Contract for any reason;
- (b) Member in writing if Medica terminates a Member's coverage under the Contract due to nonpayment of Medica Premium by such Member.

Sponsor will provide timely written notification to Members of such termination in all circumstances for which Medica does not provide written notification to Members.

Section 2.4 Effect of Termination. In the event of termination of this Contract:

- (a) All Benefits under this Contract will end at 12:00 midnight Central Time on the effective date of termination;
- (b) Medica will not be responsible for any claims for health services received by Members after the effective date of the termination, unless otherwise specified in the Evidence of Coverage;
- (c) Individual Members will be and will remain liable to Medica for the payment of any and all Medica Premiums that are unpaid at the time of termination; and
- (d) Upon termination of the Contract, Members will automatically revert to traditional Medicare Part A and Part B coverage.

ARTICLE 3 ENROLLMENT AND ELIGIBILITY

Section 3.1 Eligibility and Enrollment. Sponsor has sole discretion to determine whether a person is eligible to enroll for Benefits, subject to applicable laws, the terms of this Contract, and the following eligibility requirements:

Eligibility Requirements – to be eligible to enroll, an individual must:

- (a) be (i) a Medicare eligible retiree of the Sponsor; or (ii) a Medicare eligible spouse or Domestic Partner (as defined below) or a Medicare eligible dependent of a retiree of the Sponsor; and
- (b) be enrolled in Medicare Parts A and B; and
- (c) continue to pay his or her Medicare Part A and/ or Part B premium, as appropriate; and
- (d) reside permanently within the Medica Group Advantage Solution Plan service area; and
- (e) not be enrolled in a hospice program at the time of application; and
- (f) agree to abide by all of the Medica Group Advantage Solution Plan rules; and
- (g) meet the eligibility criteria established by the Sponsor.

A person who does not satisfy the above requirements is not eligible to enroll for coverage under this Contract. If there is a conflict between the Evidence of Coverage and the eligibility requirements in this Section of the Contract, this Section of the Contract governs.

“Domestic Partner” is defined as an adult who Sponsor determines:

- (a) is in a committed and mutually exclusive relationship with the retiree of the Sponsor and is jointly responsible for the retiree’s welfare and financial obligations; and
- (b) resides with the retiree of the Sponsor in the same principal residence and intends to do so permanently; and
- (c) is at least 18 years of age and unmarried; and
- (d) is not a blood relative of the retiree of the Sponsor; and
- (e) is of the same gender as the retiree of the Sponsor.

Medica will rely upon Sponsor’s determination for participation in the Plan under this Contract regarding a person’s eligibility and selection to enroll for Benefits. Sponsor will be responsible for maintaining information verifying its continuing eligibility and the continuing eligibility of eligible Members under this Contract. This information will be provided to Medica as reasonably requested by Medica. Sponsor will also maintain written documentation of a waiver of coverage by an eligible person and provide this documentation to Medica upon reasonable request.

Sponsor will provide enrollee information necessary for Medica to effectuate enrollments when requested by Medica, and in the format requested by Medica.

Section 3.2 Initial/Open/Off-Cycle Enrollment. As determined by Sponsor, enrollment may be limited to initial [and open] enrollment periods, CMS’ annual enrollment period, or the Sponsor’s open enrollment period, [and off-cycle enrollment due to qualifying event], as follows:

- (a) “Initial Enrollment Period” is the 90-day period starting with the date the person is first eligible to enroll for coverage under this Contract. An eligible person must apply within this period for coverage to begin the first day of the month following Medica’s receipt of the application and acceptance of enrollment by CMS. An eligible person who does not enroll during the Initial Enrollment Period may enroll for coverage during the next Open

Enrollment Period or Off-Cycle Enrollment Due to qualifying event (Special Election Period).

- (b) "Open Enrollment Period" is a minimum 14-day period set by the Sponsor and Medica each year during which eligible persons may enroll for coverage.
- (c) "Off-Cycle Enrollment Due to qualifying event (Special Election Period)" is allowed if the eligible person was enrolled for health coverage under a spouse's or Domestic Partner's health benefits plan and such coverage ends due to one of the following qualifying events:
 - (i) spouse's or Domestic Partner's voluntary or involuntary termination or layoff from employment;
 - (ii) death or permanent disability of the spouse or Domestic Partner; or
 - (iii) divorce.

Section 3.3 Effective Date of Enrollment. Applications must be signed, dated and received by Medica by the last business day of the month in order to be effective the first day of the following month. However, the enrollment is not effective until Medica considers the application complete and it is accepted by CMS. Coverage begins at 12:01 a.m. on the Member's effective date. Applications may be submitted up to three months immediately prior to the person's entitlement to Medicare Parts A and B. No retroactive enrollments will be allowed except as permitted by CMS.

Section 3.4 Effective Date of Request for Disenrollment. The disenrollment will be effective the last day of the month in which notification is received by Medica, unless a later date is requested. The requested disenrollment date cannot be effective more than three months after Medica's receipt of the request. The disenrollment request will come from the Sponsor or Member in writing. Additional disenrollment provisions are specified in the Evidence of Coverage. No retroactive disenrollment will be allowed except as permitted by CMS.

Section 3.5 Reliance on Data & Direction. Notwithstanding any provision of this Agreement to the contrary, Medica is not responsible or liable for any acts or omissions made pursuant to any direction, consent, or other request reasonably believed by Medica to be genuine and from an authorized representative of Sponsor. Medica is not responsible or liable for acts or omissions made in reliance on erroneous data provided by Sponsor to the extent Medica's acts or omissions are attributable to the erroneous data, or for the failure of Sponsor to perform their respective obligations under this Agreement.

ARTICLE 4 PREMIUMS

Section 4.1 Monthly Medica Premiums. The monthly Medica Premiums for this Contract are specified in the welcome letter and subsequent annual notice of change letter. Invoices are generated and sent to Members on or about the 11th of the month for the month following. Medica Premiums must be submitted by Member to Medica by the 7th day of each calendar month.

1. Member will be responsible for payment to Medica of the monthly Medica Premium.
2. If the Medicare Prescription Drug Benefit Program ("Part D Benefits") are included in the SB, the following CMS restrictions apply.
 - (a) Sponsor cannot vary the monthly Member contribution for the Part D Benefits Premium for individuals within a given class of Members.

(b) Sponsor will determine the amount of the monthly Member contribution for the Part D Benefits Premium and Sponsor may subsidize different amounts for different classes of Members in Sponsor group Part D Benefits provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Different classes cannot be based on eligibility for the Low Income Subsidy, as defined below.

(c) Sponsor cannot charge a Member more for prescription drug coverage provided under the Evidence of Coverage than the monthly Member contribution for the Part D Benefits Premium attributable to basic prescription drug coverage and 100% of the monthly Member contribution attributable to his or her non-Medicare Part D Benefits. Sponsor must pass through any direct subsidy payments received from CMS to reduce the amount that Member pays (or in those instances where a Member who is the subscriber in Plan pays premiums on behalf of a Medicare eligible spouse or dependent, the amount the subscriber pays). The Medica Premium includes pass-through of the direct subsidy amount, that is, the direct subsidy has already been subtracted from the Part D Benefits Premium, as reflected in the Medica Premium.

(d) For all Members eligible for the Low Income Subsidy program, as defined below, the low income premium subsidy amount will first be used to reduce the monthly Member contribution for the Part D Benefits Premium with any remaining portion of the subsidy amount then applied toward the monthly Sponsor contribution for the Part D Benefits Premium. (The “Low Income Subsidy” program is a Medicare Prescription Drug Benefit Program that provides assistance in the form of a subsidy for prescription drug costs to eligible individuals whose income and resources are limited.)

(e) If the low income premium subsidy amount for which a Member is eligible is less than the monthly Member contribution for the Part D Benefits, then Sponsor should communicate to the Member the financial consequences for enrolling in a Sponsor sponsored group prescription drug benefit as compared to enrolling in another Medicare Prescription Drug Benefit Program with a monthly premium equal to or below the low income premium subsidy amount. Sponsor should also communicate to the Member any adverse consequences to enrollment in Sponsor’s Medicare Plan if Member chooses to disenroll from the Sponsoring group’s Part D Benefits.

Member must continue to pay Medicare Part B premiums, and Medicare Part A premiums (if required).

How to pay Medica Premiums:

Member will pay Medica Premiums to Medica at the billing address stated in the Acceptance of Contract provision, set forth at the end of this Contract, and the Evidence of Coverage. In exchange for Medica Premiums paid, Medica will arrange for the provision of Benefits. In doing so, Medica may enter into agreements with Providers of health care, one or more insurers, and such other individuals and entities as may be necessary to enable Medica to fulfill its obligations under this Contract.

Section 4.2 Grace Period. Member has a grace period of 60 calendar days after the due date stated in Section 4.1 to pay the Medica Premium. Failure to pay such premium, in whole or in

part, within the grace period will result in Medica pursuing its collection process against the Member.

If Member fails to pay the Medica Premium, the Member's coverage under the Contract will be terminated.

Medica will not be responsible for services received after the effective date of termination.

Section 4.3 Medica Premium Calculation. The Medica Premium owed by Members will be calculated by Medica in accordance with Medica's community rating system. Member coverage for Benefits may be terminated only at the end of the calendar month in which Medica is notified and a full Medica Premium rate for that month will apply.

Section 4.4 Retroactive Medica Premium Adjustments. In accordance with applicable law, retroactive adjustments may be made for any additions of Members not reflected in Medica's records at the time Medica Premiums were calculated by Medica. With respect to terminations of Member's coverage, no retroactive credit will be granted for any month in which a Member received Benefits. No retroactive Medica Premium refund will be granted for termination of Member's coverage unless permitted by CMS.

Notwithstanding the preceding paragraph, Member will pay Medica Premium for any month during which a Member received Benefits.

Section 4.5 Medica Premium Reconciliation and Collection. If Medica's invoice is not paid as billed, Medica will pursue payment.

If Member fails to make payment by the Medica Premium due date, Medica will send written notice to Member. Final written notice will be issued the second month following the original payment due date. If payment is not received by the end of the month, Medica will terminate the Contract.

Section 4.6 Medica Credit. If there is a credit after Medica completes the billing reconciliation process, a letter will be sent to Member within 30 calendar days from the receipt date of the payment. A credit will be applied to the next billing cycle unless Member requests a refund.

Section 4.7 Medica Premium Changes. Medica may change Medica Premiums annually after 30 days' prior written notice to Sponsor and Member [on:

- (a) the first anniversary of the effective date of this Contract;
- (b) any monthly due date after the first anniversary of this Contract; or
- (c) any date the provisions of this Contract are amended.

Section 4.8 Fees. Medica may charge Member:

- (a) a late payment charge in the form of a finance charge of 1% per annum for any Medica Premiums not received by the due date; and
- (b) a service charge for any non-sufficient-fund check received in payment of Medica Premiums.

ARTICLE 5 INDEMNIFICATION

Medica will hold harmless and indemnify Sponsor against any and all claims, liabilities, damages or judgments asserted against, imposed upon or incurred by Sponsor, including reasonable attorney fees and costs, that arise out of Medica's grossly negligent acts or omissions in the discharge of its responsibilities to a Member.

Sponsor will hold harmless and indemnify Medica against any and all claims, liabilities, damages or judgments asserted against, imposed upon or incurred by Medica, including reasonable attorney fees and costs, that arise out of Sponsor's or Sponsor's employees', agents', and representatives' grossly negligent acts or omissions in the discharge of its or their responsibilities under this Contract.

Sponsor and Medica will promptly notify the other of any potential or actual claim for which the other party may be responsible under this Article 5.

ARTICLE 6 ADMINISTRATIVE SERVICES

The services necessary to administer this Contract and the Benefits provided under it will be provided in accordance with Medica's or its designee's standard administrative procedures. If Sponsor requests such administrative services be provided in a manner other than in accordance with these standard administrative procedures, including requests for non-standard reports, and if Medica agrees to provide such non-standard administrative services, Sponsor will pay for such services or reports at Medica's or its designee's then-current charges for such services or reports.

ARTICLE 7 CLERICAL ERROR

A Member will not be deprived of coverage under the Contract because of a clerical error. Furthermore, a Member will not be eligible for coverage beyond the scheduled termination date because of a failure to record the termination.

ARTICLE 8 ERISA / CONTRACT INTERPRETATION

If all or a portion of this Contract is entered into by Sponsor to provide Benefits under an employee welfare benefit plan governed by ERISA, Medica will not be named as and will not be the plan administrator or the named fiduciary of the employee welfare benefit plan, as those terms are used in ERISA.

Regardless of whether all or a portion of this Contract is subject to ERISA, the parties agree that Medica has sole, final, and exclusive discretion to:

- (a) interpret and construe the Benefits under the Contract and the Evidence of Coverage;
- (b) interpret and construe the other terms, conditions, limitations and exclusions set out in the Contract and the Evidence of Coverage;

- (c) change, interpret, modify, withdraw or add Benefits without the approval of Members; and
- (d) make factual determinations related to the Contract, Evidence of Coverage and the Benefits.

For purposes of overall cost savings or efficiency, Medica may, in its sole discretion, provide services that would otherwise not be Benefits. The fact that Medica does so in any particular case will not in any way be deemed to require it to do so in other similar cases.

Medica may, from time to time, delegate discretionary authority to other persons or entities providing services under this Contract.

ARTICLE 9 DATA OWNERSHIP, USE AND NON-DISCLOSURE

To the extent not inconsistent with applicable law, information and data acquired, developed, generated, or maintained by Medica in the course of performing under this Contract will be Medica's sole property. Except as this Contract or applicable law requires otherwise, Medica will have no obligation to release such information or data to Sponsor. Medica may, in its sole discretion, release such information or data to Sponsor, but only to the extent permitted by law and subject to any restrictions determined by Medica. Sponsor acknowledges that the benefits and pricing of this Plan are designed exclusively to meet the needs of Sponsor's retirees and should not be presumed to be transferrable to other plan sponsors or employers. Sponsor agrees not to disclose the terms and conditions of this Contract, including without limitation the pricing terms, other than for the purposes of fulfilling the objectives of this Contract.

ARTICLE 10 AMENDMENTS AND ALTERATIONS

Section 10.1 Standard Amendments. Except as provided in Section 10.2, amendments to this Contract are effective 30 days after Medica sends Sponsor a written amendment. Unless regulatory authorities direct otherwise, Sponsor's signature will not be required. No Medica agent or broker has authority to change this Contract or to waive any of its provisions.

Section 10.2 Regulatory Amendment. Medica may amend this Contract to comply with requirements of state and federal law ("Regulatory Amendment") and will issue to Sponsor such Regulatory Amendment and give Sponsor notice of its effective date. The Regulatory Amendment will not require Sponsor's consent and, unless regulatory authorities direct otherwise, Sponsor's signature will not be required. Any provision of this Contract that conflicts with the terms of applicable federal or state laws, regulations, or CMS policies or requirements is deemed amended to conform to the minimum requirements of such laws, regulations, or CMS policies or requirements.

ARTICLE 11 ASSIGNMENT

Neither party will have the right to assign any of its rights and responsibilities under the Contract to any person, corporation or entity without the prior written consent of the other party; provided, however, that Medica may, without the prior written consent of the Sponsor, assign this Contract to any entity that controls Medica, is controlled by Medica, or is under common control with Medica. In the event of assignment, the Contract will be binding upon and inure to the benefit of each party's successors and assigns. Any purported assignment of Sponsor's rights or obligations in violation of this Article is null and void.

ARTICLE 12 DISPUTE RESOLUTION

In the event that any dispute, claim or controversy of any kind or nature relating to this Contract arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. The party requesting the meeting will provide the other, in advance of the meeting, with written notice of the claimed dispute. Upon receipt of the written notice, representatives for each party will meet promptly to attempt to resolve the dispute. If a mutually agreeable resolution is not reached within 30 days following receipt of the written notice, either party may pursue legal action in accordance with the terms of this Contract. The parties may mutually agree to waive the informal dispute resolution process set forth herein. Any such waiver must be in writing and executed by both parties.

ARTICLE 13 TIME LIMIT ON CERTAIN DEFENSES

No statement made by Sponsor, except a fraudulent statement, will be used to void this Contract after it has been in force for a period of 2 years.

ARTICLE 14 RELATIONSHIPS OF PARTIES

The relationship between Sponsor and any Member is that of Sponsor and Member as defined in this Contract.

The relationship between Medica and Sponsor is a **solely** contractual relationship between independent contractors.

The relationship between Medica and Network Providers is a **solely** contractual relationship between independent contractors. Network Providers are not agents or employees of Medica, and Medica and its employees are not agents or employees of Network Providers. The relationship between a Medica Network Provider and any Member is that of provider and patient, and the Network Provider is solely responsible for the services provided to any Member.

ARTICLE 15 SPONSOR RECORDS

Sponsor will be responsible for obtaining any required consents from Members which allow Medica to provide Sponsor with a Member's Protected Health Information, as defined below. Medica may at any reasonable time inspect all documents furnished to Sponsor by an individual in connection with the Benefits, Sponsor's payroll records, and any other records pertinent to the Benefits under this Contract.

Although it is not anticipated that Sponsor will receive protected health information ("Protected Health Information" or "PHI"), to the extent required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Sponsor agrees that it has amended its documents to reflect the restrictions on use and disclosure of PHI as required by HIPAA and that the Sponsor agrees to the required use and disclosure restrictions provided by HIPAA as follows:

1. The Sponsor will not use or further disclose such PHI other than as permitted or required by this Contract or as required by law (as defined in the HIPAA privacy standards).
2. The Sponsor will ensure that any agents, including a subcontractor, to whom the Sponsor or any party acting on behalf of the Sponsor provides PHI, agree to the same restrictions and conditions that apply to the Sponsor with respect to such PHI.
3. The Sponsor will not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Sponsor, except under an authorization which meets the requirements of the HIPAA privacy standards.
4. The Sponsor will report to Medica any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Sponsor becomes aware.
5. The Sponsor will make available PHI in accordance with a covered person's right of access under the HIPAA privacy standards.
6. The Sponsor will make available PHI for amendment and incorporate any amendments to PHI in accordance with the HIPAA privacy standards.
7. The Sponsor will make available the information required to provide an accounting of certain disclosures of PHI in accordance with the HIPAA privacy standards.
8. The Sponsor and any of its agents, including a subcontractor, will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance by the Sponsor with the HIPAA privacy standards.
9. If feasible, the Sponsor and any of its agents, including a subcontractor, will return or destroy all PHI received from any party when the PHI is no longer needed for the purpose for which it was disclosed. If such return or destruction is not feasible, the Sponsor will impose all necessary protections to maintain the security of the PHI.
10. The Sponsor will ensure that PHI is only accessible to employees on an "as need to know basis."
11. Sponsor will provide access to a copy of this Contract to Medica upon request by Medica or CMS.

ARTICLE 16 MEMBER RECORDS

By accepting Benefits under this Contract, each Member authorizes and directs any person or institution that has provided services to the Member to furnish Medica or any of Medica's designees at any reasonable time, upon its request, any and all information and records or copies of records relating to the Benefits provided to the Member. In accordance with applicable law, Medica and any of Medica's designees will have the right to release any and all records concerning health care services: (i) as necessary to implement and administer the terms of this Contract; or (ii) for appropriate medical review or quality assessment. Such Member information and records will be considered confidential medical records by Medica and its designees.

ARTICLE 17 NOTICE

All notices, requests, demands and other communications by either party as required or permitted under the terms of this Contract shall be in writing and sent to the addresses set forth below in the Acceptance of Contract provision and shall be made to the attention of the signatory of this Contract or to such other address or individual as the parties may specify from time to time by written notice, to the other party, and shall be deemed delivered:

- (a) if delivered in person, on the date delivered in person;
- (b) if delivered by a courier, on the date stated by the courier;
- (c) if delivered by an express mail service, on the date stated by the mail service vendor; or
- (d) if delivered by registered or certified mail, 3 business days after date of mailing.

Notwithstanding the above, the parties may agree that regular USPS mail delivery and electronic mail transmission are acceptable, in which case the parties shall define and mutually agree upon the expectations for delivery and receipt and method of verification.

A party can change its address for receiving notices by providing the other party a written notice of the change.

ARTICLE 18 COMMON LAW

No language contained in the Contract constitutes a waiver of Medica's rights under common law.

ACCEPTANCE OF CONTRACT

This Contract is deemed accepted by Sponsor upon the earlier of Medica's receipt of its first payment of the Medica Premium or upon Sponsor's execution of this Contract by its duly authorized representative. This Contract is deemed accepted by Medica upon Medica's deposit of the first payment of the Medica Premium. Such acceptance renders all terms and provisions herein binding on Medica and Sponsor.

Signature page follows.

IN WITNESS WHEREOF, authorized representatives of the Parties to this Contract have executed this Contract on the date set forth below to take effect on the Effective Date stated in the Contract. The designated Medica representative for issues related to this Contract is the Account Executive.

MEDICA HEALTH PLANS

SPONSOR:

Corporate Office Address:

401 Carlson Parkway
Minnetonka, MN 55305-5387

Address:

Telephone:

(952) 992-8568
1-800-575-2330

Telephone:

By:

Signature: (Nichole Melton Mitchell)

By:_____

Signature

Title: SVP, Strategic Product & Business
Development

Title:_____

Date:

Date:_____

Billing Address:

P.O. Box 64847
St. Paul, MN 55164-0847

Mailing Address:

P.O. Box 9310
Mail Route CP320
Minneapolis, MN 55440

Account Executive:

Leah Benson
401 Carlson Parkway
Minnetonka, MN 55305-5387
(952) 992-8568
1-800-575-2330



Date: 6/2/2025

Approve ALF Ambulance 2026 Budget

Proposed Action

Staff recommends adoption of the following motion: Move to approve the ALF Ambulance 2026 Budget. Passage of this motion will result in approval of the ALF Ambulance 2026 budget.

Overview

The Joint Powers Agreement states *"On or before July 1 of each year, the annual operating budget for the following calendar year as recommended by the Board shall be submitted to each member City Council for approval or disapproval."* The ALF Amulance Board, at its May 22, 2025 meeting, recommended City Council approval fo the attached budget.

Supporting Information

1. ALF 2026 Budget Board Resolution

Financial Impact: \$500 **Budgeted:** Yes **Source:** Township/City Payments, Interest
Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Julie Stahl, Finance Director

**A.L.F. AMBULANCE BOARD
RESOLUTION 25-01**

RESOLUTION APPROVING THE 2026 BUDGET

WHEREAS, The A.L.F. Ambulance Joint Powers Agreement states “*On or before July 1 of each year, the annual operating budget for the following calendar year as recommended by the Board shall be submitted to each member City Council for approval or disapproval.*”

NOW, THEREFORE, BE IT RESOLVED by the A.L.F. Ambulance Board:

1. The 2026 A.L.F. Budget, a copy of which is attached hereto, is hereby approved.
2. The 2026 A.L.F. Budget is authorized to be transmitted to the member city councils for their approval or disapproval.

ADOPTED by the A.L.F. Ambulance Board this 22nd day of May 2025.

A.L.F. AMBULANCE BOARD

BY: 
A.L.F. Ambulance Board Chair

ATTEST:


Secretary

Statement of Cash Flows

	2024 <u>Actual</u>	2025 <u>Adopted</u>	2025 <u>Estimate</u>	2026 <u>Proposed</u>
Additions				
Townships / City	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Interest on investments	7,211	4,000	4,000	5,000
Total additions	<u>8,711</u>	<u>5,500</u>	<u>5,500</u>	<u>6,500</u>
Deductions				
Expenses				
Other	670	500	500	500
Total deductions	<u>670</u>	<u>500</u>	<u>500</u>	<u>500</u>
Net changes in cash before distributions	8,041	5,000	5,000	6,000
Net changes in cash position	8,041	5,000	5,000	6,000
Cash balance, January 1	<u>214,050</u>	<u>216,531</u>	<u>222,091</u>	<u>227,091</u>
Cash balance, December 31	<u><u>\$ 222,091</u></u>	<u><u>\$ 221,531</u></u>	<u><u>\$ 227,091</u></u>	<u><u>\$ 233,091</u></u>



Date: 6/2/2025

Resolutions Authorizing the Purchase of Real Property Located at 17622 Dodd Boulevard and Authorizing Funding

Proposed Action

Staff recommends adoption of the following motion: Move to adopt resolutions approving the acquisition of certain real property located at 17622 Dodd Boulevard and authorizing funding.

Overview

City staff have been analyzing potential land acquisition to reliably provide public services and municipal facilities that will create safe and responsive public services that meet the existing and future needs of the City. Recent studies suggest that the City consider the construction of a new Fire Station centrally located in the vicinity of the intersection of Cedar Avenue and Dodd Boulevard, and the construction of a satellite Water Treatment Plant. Staff identified the property at 17622 Dodd Boulevard as a viable location that could accommodate both uses.

The property consists of two parcels (PID Nos. 22-00900-79-011 and 22-73370-00-070) zoned C-3, General Commercial District, totaling 12.23 acres. The City contracted an independent appraiser to estimate the market value of the property. The appraiser's estimated market value of the land, as of September 27, 2024, was \$4,660,000. The property has been on and off the market several times in recent years. Between April 2019 and May 2022, the list price ranged from a low of \$4,490,000 to a high of \$5,495,000. The most recent listing price was \$5,975,000.

The City and property owners reached agreement on the terms and conditions of the land acquisition through direct negotiation. Compensation and the conveyance of the land is subject to City Council approval, verification of marketable title and lender consent (if applicable).

Potential funding sources for the purchase of the land include revenue from Franchise Fees, General Fund Public Safety Aid, and the Water Trunk Fund. There may be remaining land available after construction of the public facilities. The highest and best use of the remainder of the site could be used for additional future public facilities or may be more suitable for development.

Supporting Information

1. 2025.06.02 Resolution Approving Land Acquisition
2. 2025.06.02 Purchase Agreement_Fischers
3. 2025.05.27 CED Comp Plan Review Memo
4. 2025.06.02 Resolution Authorizing Funding

Financial Impact: \$5,700,000 **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Design that Connects the Community
Report Completed by: Zach Johnson, City Engineer

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-

RESOLUTION APPROVING THE ACQUISITION OF REAL PROPERTY

WHEREAS, David and Carol Fischer are the owners of property located at 17622 Dodd Boulevard, Lakeville, Minnesota consisting of two parcels with PID Nos. 22-00900-79-011 and 22-73370-00-070 ("Property"); and

WHEREAS, the City is proposing to acquire the Property pursuant to the terms of that certain Purchase Agreement that is presented to City Council Approval ("Purchase Agreement"); and

WHEREAS, the planning agency has reviewed the acquisition and finds that it is consistent with the City's comprehensive municipal plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville that the Purchase Agreement is hereby approved and the Mayor, City Administrator, and City Clerk are authorized and directed to execute all documents and take all appropriate measures to acquire the Property under the terms of the Purchase Agreement.

ADOPTED by the Lakeville City Council this 2nd day of June 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is effective as of the ____ day of _____, 2025 (“Effective Date”), by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation, 20195 Holyoke Avenue, Lakeville, MN 55044 (“Purchaser”), and **DAVID A. FISCHER** and **CAROL L. FISCHER**, spouses married to each other, residing at 3495 250th Street East, Farmington, MN 55024 (“Sellers”).

AGREEMENT

In consideration of the mutual covenants and agreements herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. OFFER/ACCEPTANCE. Subject to compliance with the terms, covenants and conditions of this Purchase Agreement, Sellers shall convey to the Purchaser and the Purchaser shall accept from Sellers the property located at 17622 Dodd Boulevard, Lakeville, Minnesota consisting of two parcels with PID Nos. 22-00900-79-011 and 22-73370-00-070, based on the legal description as verified by an ALTNA/ACSM survey of the Property (“Survey”) to be obtained by Purchaser at Purchaser’s sole cost (“Property”).

2. PRICE AND TERMS. The price for the Property included under this Purchase Agreement is Five Million Four Hundred Thousand and No/100 Dollars (\$5,400,000.00) (“Purchase Price”), which the Purchaser shall pay to Sellers as follows:

- A. The sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) earnest money (the “Deposit”) shall be deposited with the Title Company (as hereinafter defined) within five (5) business days of execution of this Agreement by both parties. The Deposit shall be held in escrow by the Title Company in a non-interest bearing account and shall be disbursed in accordance with the terms of this Agreement.
- B. The remaining balance of the Purchase Price, subject to closing adjustments and prorations and after crediting the Deposit, shall be paid by wire transfer of immediately available funds at the Closing (as hereinafter defined) to an account designated by Sellers.

3. DEED/MARKETABLE TITLE. Upon performance by the Purchaser, Sellers shall execute and deliver a Warranty Deed, conveying good and marketable title of record, subject to:

- A. Covenants, conditions, restrictions, declarations and easements of record, if any.
- B. Reservations of minerals or mineral rights by the State of Minnesota, if any.

- C. Building and zoning laws, ordinances, state and federal regulations.
- D. Any encumbrances shown on the title commitment to which Purchaser has not objected to under Paragraphs 8 and 9 of this Agreement (“Permitted Encumbrances”).

4. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

- A. Prior Years’ Delinquent Real Estate Taxes and Delinquent Special Assessments. Delinquent real estate taxes payable in years prior to the year of Closing and delinquent installments of special assessments certified for collection with real estate taxes payable in years prior to the year of Closing, together with penalty, interest and costs, shall be paid by Sellers not later than the Closing Date.
- B. Real Estate Taxes Payable in the Year of Closing. Real estate taxes payable in the year of Closing shall be prorated between Sellers and Purchaser on a calendar year basis to the Closing Date. Sellers shall pay penalty, interest and costs on any delinquent installment of taxes and special assessments payable by Sellers in the year of Closing.
- C. Deferred Real Estate Taxes. Sellers shall pay on Closing Date any deferred real estate taxes (including “Green Acres” taxes under Minn. Stat. § 273.111) for the Property, payment of which is required as a result of the Closing of this sale and the recording of the Deed. Provision for payment shall be by payment into escrow of 1.5 times the estimated payoff amount of the deferred taxes.
- D. Certified Special Assessments. All installments of special assessments certified for payment with the real estate taxes payable in the year of Closing shall be paid by Sellers at Closing.
- E. Pending Special Assessments. Sellers shall provide for payment of special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by the City Council or other governmental authorities.
- F. All Other Levied Special Assessments. Sellers shall pay on the Closing Date all other special assessments levied as of the date of this Purchase Agreement.

5. SELLERS’ BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES. Sellers warrant that, to their actual knowledge, buildings on adjoining real property, if any, are entirely outside of the boundary lines of the Property. Sellers warrant that there has been no labor or material furnished to the Property for Sellers for which payment has not been made.

6. DUE DILIGENCE. For 90 days from the Effective Date, and upon reasonable notice to Sellers, Purchaser and Purchaser’s authorized agents shall have the right to enter in and upon the

Property in order to make, at Purchaser's expense, surveys, measurements, soil tests, and other tests that Purchaser may deem necessary. Purchaser agrees to restore any resulting damage to the Property and to indemnify, hold harmless, and defend Sellers from any and all claims by third persons of any nature whatsoever arising from Purchaser's right of entry hereunder, including all actions, proceedings, demands, assessments, costs, expenses, and attorneys' fees. Purchaser shall not perform any invasive testing of the Property without Sellers' prior written consent. Purchaser's obligations under this Section shall survive the closing or earlier termination of this Agreement. Notwithstanding the foregoing, to the extent that the Purchaser is required to indemnify the Sellers, the Purchaser's indemnification is limited to its limits of liability provided under Minn. Stat. Ch. 466. This Paragraph 6 shall survive the delivery of the Deed at Closing and/or any termination of this Agreement for a period of one (1) year. Notwithstanding anything else herein to the contrary, the Closing Date shall be extended if required to allow the Purchaser the time period set forth above.

7. POSSESSION. Sellers shall deliver possession of the Property not later than the actual Closing Date. Prior to Closing, Sellers shall have removed all personal property, possessions, and debris from the Property. All interest, fuel oil, liquid petroleum gas, and all charges for city water, city sewer, electricity, and natural gas shall be prorated between the Parties as of Closing Date.

8. TITLE INSURANCE. Within twenty (20) days of execution of the date of this Agreement, Purchaser shall cause to be issued, with a copy delivered to Sellers, an acceptable commitment for an Owner's title insurance policy for the Property (the "Commitment") issued by Land Title, Inc. ("Title Company") pursuant to which the Title Company agrees to issue to the Purchaser upon the recording of the documents of conveyance referred to herein an Owner's title insurance policy insuring the Property in an amount equal to the total Purchase Price. The Commitment shall include proper searches covering bankruptcies, state and federal judgments and liens and levied and pending special assessments. The Commitment shall be issued with the following commitments:

- A. Insures that at Closing, Purchaser shall have marketable and insurable title of record to the Property, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions and any other matters affecting title, and deleting all exceptions, except for such matters as are approved by Purchaser in writing.
- B. Waives or insures against the following standard exceptions:
 - i. Facts which would be disclosed by a comprehensive Survey of the Property.
 - ii. Rights and claims of parties in possession.
 - iii. Mechanic's, contractor's and material liens and lien claims.

Purchaser shall be allowed twenty (20) business days after the receipt of the title commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

At Closing, Purchaser will receive a Proforma Title Insurance Policy (the "Title Policy") issued by the Title Company pursuant to the Commitment, or a suitably marked-up Commitment initialed by the Title Company undertaking to issue such a Title Policy in the form required by the Commitment as approved by Purchaser.

9. TITLE CORRECTIONS AND REMEDIES. Sellers shall have until the Closing Date to make title marketable. Upon receipt of Purchaser's title objections, Sellers shall, within ten (10) business days, notify Purchaser of Sellers' intention to make title marketable prior to the Closing Date. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Sellers shall be reasonable, diligent, and prompt. If notice is given, payments hereunder required shall be postponed pending correction of title, but upon correction of title and within ten (10) days after written notice to Purchaser, the Parties shall perform this Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, the Purchaser (at Purchaser's option) shall have the right to: (a) terminate this Agreement and the Deposit shall be refunded to Purchaser, without interest; or (b) waive such objections and take title to the Property subject to such objections. Any exceptions waived or accepted by Purchaser shall be deemed to be Permitted Encumbrances.

10. COVENANTS, REPRESENTATIONS AND WARRANTIES. Sellers, as part of the consideration, therefore, represents warrants and covenants with Purchaser and its successors and assigns as follows:

- A. Sellers have or as of the Closing Date will have marketable and insurable title to the Property of record, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions and any other matters affecting the title, except for the Permitted Encumbrances and the lease between David A. Fisher and Pahl Farms ("Tenant") dated March 1, 2025 ("Lease").
- B. To Sellers' actual knowledge, the conveyance of the Property pursuant hereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement.
- C. As of the Closing Date there will be no outstanding lodging taxes related to the Property, or unpaid claims, actions or causes of action related to any transaction or obligation entered into or incurred by Sellers with respect to the Property prior to the date hereof.
- D. There are no notices, orders, suits, judgements or other proceedings relating to fire, building, zoning, air pollution or health violations that have not been corrected.
- E. Sellers are not a foreign person as defined in §1445(f)(3) of the Internal Revenue Code or regulations issued thereunder.

- F. To Sellers' actual knowledge, there is no action, litigation, investigation, condemnation or other proceedings of any kind pending or threatened against Sellers with respect to the Property.
- G. To Sellers' actual knowledge: (i) no toxic materials, hazardous wastes or hazardous substances, as such terms are defined in the Resource Conservation and Recovery Act of 1996, as amended (42 U.S.C. §6901, et seq.) or in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), including, without limitation, any asbestos or asbestos-related products or materials and any oils, petroleum-derived compounds or pesticides ("Hazardous Materials") have been generated, treated, stored, released or disposed of or otherwise placed, deposited in or located on the Property; and (ii) the Property is free of Hazardous Materials and is not subject to any "superfund" type liens or claims by governmental regulatory agencies or third parties arising from the release or threatened release of hazardous substances in, on, or about the Property. Sellers shall indemnify and hold Purchaser harmless from any and all claims, causes of action, damages, losses, or costs (including reasonable lawyer's fees) relating to breach of the foregoing representations and warranties by Sellers or to hazardous substances or petroleum products in the subsoil or ground water of the Property which arise from or are caused by acts or occurrences upon the Property prior to Purchaser taking possession. Seller discloses that siding on the existing shop on the Property may contain asbestos and Purchaser shall assume all responsibility regarding the same.
- H. All labor or material which have been furnished to the Property have been fully paid for or will be fully paid for prior to the Closing Date.
- I. Except for one (1) 500 gallon heating oil tank, the Property does not contain any underground or above ground storage tanks.
- J. A well and sewage treatment system is located on the Property.
- K. To Sellers' knowledge, methamphetamine production has not occurred on the Property.
- L. To Sellers' knowledge, the Property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law. Purchaser's obligation to close is contingent upon Purchaser determining to Purchaser's satisfaction that the Property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law.
- M. No part of the Property is subject to an agricultural preserve covenant or constitutes an agricultural preserve pursuant to Minnesota Statutes §§ 473H.02 to 473H.17.

The covenants, representations, and warranties contained in this Section shall be deemed to benefit Purchaser and its successors and assigns and shall survive any termination or expiration of this Purchase Agreement or the delivery of the Warranty Deed. All of Seller's covenants, representations and warranties in this Agreement shall be materially true as of the date hereof and of the Closing Date and shall be a condition precedent to the performance of Purchaser's obligations hereunder. If Purchaser discovers that any such covenant, representation, or warranty is not true, Purchaser may elect prior to Closing, in addition to any of its other rights and remedies, to cancel this Agreement and the Deposit shall be returned to Purchaser without interest, or Purchaser may postpone the Closing Date up to ninety (90) days to allow time for correction. If Purchaser elects to proceed with the Closing following such discovery, Purchaser shall be deemed to have waived its rights to assert a claim against Sellers arising from the inaccuracy or untruthfulness of any such covenant, representation, or warranty. Sellers indemnify Purchaser from any breaches of the covenants, warranties and representations set forth in this Section.

11. SELLER'S AFFIDAVIT. At closing, Sellers shall supplement the warranties and representations in this Purchase Agreement by executing and delivering a Minnesota Uniform Conveyancing Blank [Form No. 116-M, 117-M, or 118-M] Affidavit of Sellers.

12. CLOSING. The closing (the "Closing") of the purchase and sale contemplated by this Agreement shall occur on or before June 27, 2025, as extended pursuant to Paragraph 6 ("Closing Date"). At closing, Sellers and Purchaser shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purposes of completing state and federal tax forms.

13. CLOSING DOCUMENTS.

- A. At the Closing, Sellers shall execute and/or deliver to Purchaser the following (collectively the "Closing Documents"):
- i. **Warranty Deed.** A Warranty Deed in recordable form and reasonably satisfactory to Purchaser.
 - ii. **Sellers' Affidavit.** A standard form affidavit by Sellers indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Sellers or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.
 - iii. **Non-Foreign Person Certification.** A certification in form and content satisfactory to the Parties hereto and their counsel, properly executed by Sellers, containing such information as shall be required by the Internal Revenue Code, and the regulations issued there under, in order to establish that Sellers are not a "foreign person" as defined in §1445(f)(3) of such Code and such regulations.

- iv. **Storage Tanks.** If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.
- v. **Well Certificate.** If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.
- vi. **Certification.** A certification that the representations and/or warranties made by Sellers are materially the same as were in existence on the date of this Agreement or noting any changes thereto.
- vii. **Assignment.** An assignment of the Lease to Purchaser providing for proration of the rent as of the Closing Date; and
- viii. **Estoppel Certificate.** The estoppel certificate required under Paragraph 15 of this Agreement.
- ix. **Other Documents.** All other documents reasonably determined by either Party or the title insurance company to be necessary to transfer and provide title insurance for the Property.

B. At the Closing, Purchaser shall execute and deliver to Sellers the following:

- i. **Payment.** Payment of the Purchase Price pursuant to Paragraph 2 of this Agreement.
- ii. **Other Documents.** All documents reasonably determined by either Party or the title insurance company to be necessary to provide title insurance for the Property.

14. CLOSING COSTS. The costs relating to the closing of this transaction shall be paid as follows:

- A. Purchaser shall pay:
 - i. Recording fee for the Warranty Deed.
 - ii. Closing fees charged by the Title Company.
 - iii. Pro-rated taxes.
 - iv. All costs for issuance of the title commitment.
 - v. The premium for owner's title insurance.

- vi. State deed tax.
 - vii. All costs for the Survey.
 - viii. Conservation fee attributable to the Warranty Deed.
 - ix. Purchaser's fees for Purchaser's attorney and consultants.
- B. Sellers shall pay:
- i. State deed tax.
 - ii. Pro-rated taxes.
 - iii. Recording fees for any documents necessary to record the Warranty Deed.
 - iv. Sellers' attorney fees.

15. PURCHASER CONDITIONS. Purchaser's obligations under this Agreement are contingent upon Purchaser's satisfaction with each of the following ("Purchaser's Contingencies"):

- A. The representations and warranties of Sellers set forth in this Agreement must be true as of the date of this Agreement and on the Closing Date, and Sellers shall have delivered to Purchaser at Closing a certificate dated the Closing Date, signed by Sellers, certifying that such representations and warranties are true as of the Closing Date.
- B. Purchaser determining on or before the Closing Date, that it is satisfied, in its sole discretion, with the results of matters disclosed by a Phase I Environmental Audit or by any additional environmental/engineering investigation or testing of the Property performed by Purchaser or Purchaser's agent.
- C. Purchaser has received from Seller and Tenant an Estoppel Certificate in a form acceptable to Purchaser for any leases currently in effect against the Property.

If the Purchaser's Contingencies have not been satisfied on or before the Closing Date, as determined in Purchaser's sole and unfettered discretion, then Purchaser may, at Purchaser's option, extend the Closing Date in order to satisfy the Purchaser's Contingencies or terminate this Agreement by giving notice to Sellers on or before the Closing Date and receive a full refund of the Deposit. The contingencies set forth in this section are for the sole and exclusive benefit of Purchaser, and Purchaser shall have the right to waive the contingencies by giving notice to Sellers.

16. DEFAULT; REMEDIES.

- A. Default by Purchaser. If Purchaser defaults under this Agreement, Sellers shall have the right as its sole and exclusive remedy to terminate this Agreement by giving

written notice to Purchaser. Upon such termination, and provided Sellers are not in default of this Agreement, the Deposit, without interest, will be paid to Sellers as liquidated damages and Purchaser and Sellers will have no further rights or obligations under this Agreement, except those rights and obligations that expressly survive such termination. Sellers and Purchaser acknowledge the difficulty and inconvenience of ascertaining Sellers' actual damages in the event of Purchaser's default and agree that the Deposit without interest, paid to Sellers is a fair and reasonable estimate of such damages. The termination of this Agreement and retention of the Deposit without interest, will be the sole remedy available to Sellers for such default by Purchaser, and Purchaser will not be liable for damages or specific performance.

- B. Default by Sellers. If Sellers default under this Agreement, Purchaser may elect to: (i) enforce the specific performance of this Agreement, (ii) terminate this Agreement and, provided Purchaser is not in default of this Agreement, be relieved of its obligations hereunder, in which event Purchaser shall be entitled to the prompt return of the Deposit without interest; or (iii) pursue any remedies available to it at law or in equity.

17. ASSIGNMENT; SURVIVAL. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns. Purchaser shall have the right to assign this Agreement and its rights and obligations hereunder to an entity in which Purchaser and/or its principals directly or indirectly own a majority interest and over which Purchaser and/or its principals have management control. All of the terms and provisions of this Agreement, and the covenants, obligations, agreements, representations and warranties contained herein shall survive and be enforceable after Closing.

18. BROKERAGE. Sellers and Purchaser represent that they have not contracted with a broker, sales agent or similar party in connection with this transaction. Each Party agrees to indemnify and hold the other harmless of any claim made by a broker or sales agent or similar party for a commission due or alleged to be due on this transaction on the basis of an agreement with said broker made by the indemnifying party. The Parties' obligations set forth in this paragraph shall survive termination of this Agreement.

19. TIME IS OF THE ESSENCE. Time is of the essence for all provisions of this Purchase Agreement.

20. MINNESOTA LAW. This contract is governed by the laws of the State of Minnesota.

21. SIGNATURES BY COUNTERPARTS; FACSIMILE OR ELECTRONIC SIGNATURE. This Agreement may be executed in counterparts. Signatures may be transmitted via facsimile or in "PDF" format via e-mail.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties with respect to the transaction hereinabove set forth and may not be amended or modified in whole or in part except with the consent of both of the Parties hereto in writing.

IN WITNESS WHEREOF, Sellers and Purchaser have caused this Agreement to be duly executed as of the date first written above.

PURCHASER:

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

SELLERS:

A handwritten signature in blue ink, appearing to read "David A. Fischer", written over a horizontal line.

David A. Fischer

A handwritten signature in blue ink, appearing to read "Carol L. Fischer", written over a horizontal line.

Carol L. Fischer



Memorandum

To: Mayor and City Council
From: Tina Goodroad, Community Development Director
Copy: Zach Johnson, City Engineer
Date: May 27, 2025
Subject: Purchase Agreement - 17622 Dodd Boulevard (Fischer Property)

Section 2-1-5 of the City Code requires that the Planning Department review proposed City property acquisitions for compliance with the City's Comprehensive Municipal Plan as required by Minnesota Statute 462.356. The City intends to purchase property owned by David and Carol Fischer located at 17622 Dodd Boulevard (consisting of two parcels with PID Nos. 22-00900-79-011 and 22-73370-00-070) in conjunction with the development of a future Fire Station and a future satellite water treatment plant. The purchase of the Fischer property will contribute toward providing public services and municipal facilities that will create safe and responsive public services that meet existing and future needs of the City. The Planning Department finds that the purchase of the Fischer property is consistent with the goals and policies of the City's 2040 Comprehensive Plan.

CITY OF LAKEVILLE

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING FUNDING AND 2025 BUDGET AMENDMENTS
AND INTERFUND LOAN FOR THE ACQUISITION OF REAL PROPERTY
AT 17622 DODD BOULEVARD**

WHEREAS, the City is proposing to acquire the property located at 17622 Dodd Boulevard, Lakeville, Minnesota consisting of two parcels with PID Nos. 22-00900-79-011 and 22-73370-00-070; and

WHEREAS, multiple funding sources are proposed for the property acquisition; and

WHEREAS, the majority of the property acquisition costs will be incurred and paid by the City prior to receipt of franchise fee revenues.

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

- 1) The total cost of property acquisition and clean-up is estimated to be \$5,700,000, including a purchase price of \$5,400,000, plus estimated costs for demolition, surveys, environmental and closing costs. Anticipated funding sources are listed below. City staff is hereby authorized to amend the 2025 budgets 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 costs incurred in advance of receiving other funding.

Funding Sources	Total
Franchise Fees	\$ 1,053,598
Public Safety Aid	1,850,000
Water Trunk Fund	2,796,402
	-
Total	\$ 5,700,000

- 2) The land acquisition and associated costs will be accounted for in the Building Fund (F4000), with transfers as needed between the funds listed above/below.
- 3) A loan from the Water Trunk Fund (F5500) is authorized in an amount sufficient to cover all costs incurred for the land acquisition and associated costs until Franchise Fees are received and/or bond proceeds are received.
- 4) If an interfund loan is utilized, the Water Trunk Fund (F5500) will be the lending fund. If an interfund loan is needed, a separate resolution will be brought to Council establishing the

specific terms of the loan. The lending fund will be compensated for the use of its financial resources at the market rate realized on the City's general investment pool during the loan period, which will end when a sufficient amount of combined bond proceeds and franchise fees are collected.

ADOPTED by the Lakeville City Council this 2nd day of June 2025.

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 6/2/2025

Resolution of Support for Federal Safe Streets and Roads for all Grant Application

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution of support for FY 2025 Safe Streets and roads for all grant application.

Overview

The Safe Streets and Roads for All (SS4A) grant program, administered by the U.S. Department of Transportation, supports the development of Comprehensive Safety Action Plans designed to reduce and ultimately eliminate serious-injury and fatal crashes involving all roadway users.

These Action Plans use data-driven analysis to identify key roadway safety challenges and strengthen a community's strategy through targeted projects and interventions that address the most significant safety risks. The goal is to develop a holistic, well-defined roadmap that guides efforts to prevent fatalities and serious injuries on local roads.

Once an Action Plan is approved, a community becomes eligible to apply for an Implementation Grant to fund the safety projects and strategies outlined in the plan. The U.S. Department of Transportation is currently accepting applications for the Fiscal Year 2025 SS4A Grants Program, with a submission deadline of June 24, 2025.

Supporting Information

1. Resolution
2. Exhibit Crashes By Severity

Financial Impact: \$30,000 Budgeted: Yes Source: Pavement Management Fund Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Paul Oehme, Public Works Director
--

CITY OF LAKEVILLE

RESOLUTION NO. 25-____

Resolution of Support for FY 2025 Safe Streets and roads for all (SS4A) Grant Application

WHEREAS, the Safe Streets and Roads for All “SS4A” Transportation Grants Program provides dedicated, discretionary funding for transportation infrastructure projects of local or regional significance; and

WHEREAS, the United States Department of Transportation is soliciting applications for \$982 million for the FY 2025 SS4A Grants Program; and

WHEREAS, eligible projects for FY 2025 SS4A Grants Program include Planning and Demonstration projects such as the development of Comprehensive Safety Action Plans to prevent roadway fatalities and serious injuries in a locality or region or on Tribal land; and

WHEREAS, there were 8 fatal crashes, 61 serious injury crashes, and 286 minor injury crashes on City of Lakeville roadways between 2018 and 2022; and

WHEREAS, the City of Lakeville intends to apply for a \$150,000 SS4A grant for the development of a Comprehensive Safety Action Plan to prevent transportation-related deaths and injuries on city roadways; and

WHEREAS, the City of Lakeville will provide 20% in local match funding as required by the SS4A Grant Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville Minnesota, supports and approves the application towards FY 2025 SS4A funding for a Safety Action Plan and directs City staff to submit the application.

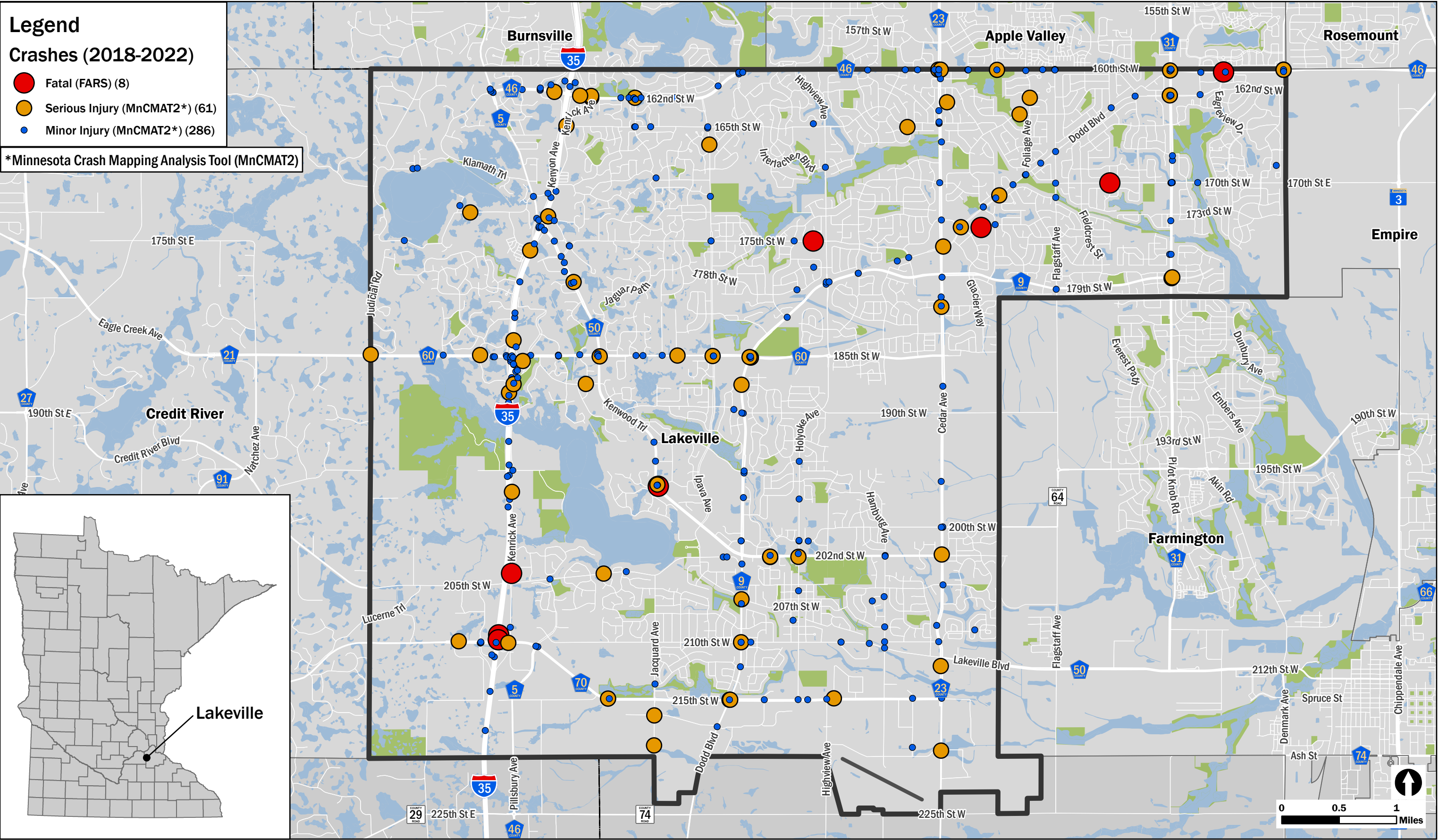
ADOPTED by the Lakeville City Council this 2nd day of June 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk





Date: 6/2/2025

Contract with Innovative Office Solutions to Supply and Install Furniture for the FiRST Center

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Innovative Office Solutions to supply and install the office furniture within the FiRST Center.

Overview

As part of the construction of the FiRST Center, furniture is required to be purchased and installed to furnish staff offices, break room and various areas throughout the facility. Staff has worked with Innovative Office Solutions to develop and prepare the attached proposal for City Council consideration. The proposed furniture is consistent with the types and finishes used at City Hall and other city buildings. The cost of the furniture contract is within budget estimates and was included in the overall budget for the construction of the facility.

Supporting Information

1. 051225 234068 City of Lakeville FIRST Center Furn Proposal

Financial Impact: \$123,785.13 Budgeted: Yes Source: State/Federal Grants and Project Budget Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Allyn Kuennen, Assistant City Administrator
--



952.808.9900 | 866.574.5389

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SALES PERSON Christian Donovan
651-486-1225
cdonovan@innovativeos.com

PROPOSAL

DATE 05/12/2025
CUSTOMER NAME CITY OF LAKEVILLE
CUSTOMER NUMBER S21227
CUSTOMER PO
ORDER NAME Lakville First Center Furniture Proposal
ORDER NUMBER 234068
PROJECT NUMBER
TERMS NET 15

BILL TO
CITY OF LAKEVILLE
20195 HOLYOKE AVE
LAKEVILLE, MN 55044-8339

ATTN: Accounts Payable-DeAnn
Email: accountspayable@lakevillemn.gov

SHIP TO
CITY OF LAKEVILLE
20195 HOLYOKE AVE
LAKEVILLE, MN 55044-8339

ATTN: Allyn Kuennen
Phone: 952-985-4402
Email: akuennen@lakevillemn.gov

FIRST Center Furniture:

City of Lakeville ID#:4015470: Teknion Omnia SQ 433690, VIA Omnia Contract #07-128, ESI Omnia #R191817, HON Omnia #A496, Safco #R240114, Global CPC Contract CPCGLOPB.JP.MN.123125

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
102 BREAK		1.0	5,615.39
LINE	DESCRIPTION	QUANTITY	UNIT PRICE
1	POPCORN, Wall Saver, Polypropylene Back & Seat, Armless, Std Sled Chrome Frame, Std Without Glides, Stacks 10 High on Floor, 34 high on Dolly, GLOBAL SEATING USA -PPC:Plastic Back / Seat Selections INK:1-Ink INK CH:F-Chrome Frame CHM RG:M-Rubber Pad Glide PK:M-(STD) RTA Code in Pricebook per Model -STD:Non-GSA (Commercial Furniture Offering) Tag: Tag TG: S-4 Tag L1: 102 BREAK Tag L3: City of Lakeville CPCGLOPB.JP.MN.123125	20.00 Each	131.00
2	Square Bistro Table, 1 28"h Mono-Pod Base, 24" -A:Foundation Laminate 2T:Crisp Grey 6:Straight Trim 4T:Crisp Grey -Mica:Mica Colors 7:Platinum (Satin) Tag: Tag TG: T-4 Tag L1: 102 BREAK Tag L3: City of Lakeville ID#:4015470	4.00 Each	405.22
3	Square Dining Table, 1 28"h Mono-Pod Base, 36" -A:Foundation Laminate 2T:Crisp Grey 6:Straight Trim 4T:Crisp Grey -Mica:Mica Colors 7:Platinum (Satin) Tag: Tag TG: T-3	3.00 Each	458.17



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CUSTOMER NAME CITY OF LAKEVILLE
CUSTOMER NUMBER S21227
CUSTOMER PO
ORDER NAME Lakville First Center Furniture Proposal
ORDER NUMBER 234068
PROJECT NUMBER
TERMS NET 15

Tag L1: 102 BREAK

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
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104 FRONT DESK STOOL		1.0	974.16
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LINE	DESCRIPTION	QUANTITY	UNIT PRICE
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4	Ignition 2 Task Low-back Stool, ilira back .S1:Limited Synchro Tilt SeatSlidr .A:Height and Width Adj. Arm .S:Black All-Surface Caster .IR:4-Way Regatta \$(1):Grade 1 Uph .ENSB:Ensemble 39:Ash .TL:Titanium Adjustable Lumbar .SB:Standard Base .TI:Titanium Tag: Tag TG: S-1A Tag L1: 104 FRONT DESK STOOLS Tag L3: City of Lakeville ID#:4015470	2.00 Each	487.08
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GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
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105 OFFICE		1.0	5,444.76
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LINE	DESCRIPTION	QUANTITY	UNIT PRICE
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5	Evolve Series Dual Monitor Arm w/DC & GM, Motion Arms + Sliders SLV:Silver Tag: Tag L1: 105 OFFICE Tag L3: City of Lakeville ID#:4015470	1.00 Each	447.75
6	Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .H:Hard Caster .IR:4-Way Regatta \$(1):Grade 1 Uph .ENSB:Ensemble 39:Ash .PLAT:Textured Platinum Metallic Tag: Tag TG: S-5 Tag L1: 105 OFFICE	2.00 Each	268.99
7	Ignition 2 Task Mid-back, ilira back .Y2:Advanced Synchro-Tilt SeatSlidr .A:Height and Width Adj. Arm .S:Black All-Surface Caster .IR:4-Way Regatta \$(1):Grade 1 Uph .ENSB:Ensemble 39:Ash	1.00 Each	468.40



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.TL: Titanium Adjustable Lumbar
.SB: Standard Base
.TI: Titanium
Tag: Tag TG: S-1
Tag L1: 105 OFFICE

8	Suspended Modesty Panel - Solid, 60"w x 10"h S: Standard Solid Top ("D", "M" & "X") -S: Source Laminate 3D: Choice Maple Tag: Tag L1: 105 OFFICE	1.00 Each	69.81
9	H-A. Desk - Bevel Bases, 29"d x 70"w, Both Ends - Rect., No Powerbar (1-3/16") E: Extended Range - 26" to 48" -D: Display with Up/Down Memory D: Display with Up/Down Memory -A: Foundation Laminate 2D: Choice Maple 6: Straight Trim 4D: Choice Maple -S: Source Laminate 3D: Choice Maple -Mica: Mica Colors 60: Platinum (Satin) -Mica: Mica Colors 60: Platinum (Satin) Tag: Tag L1: 105 OFFICE	1.00 Each	1,811.55
10	Pedestal - Pulls, 22"d x 28"h, Box/Box/File -SrcLam: Source Laminate 3D: Choice Maple -Source: Source Laminate 3D: Choice Maple 9: Rectilinear -Mica: Mica Colors 60: Platinum (Satin) K: Key Alike Tag: Tag L1: 105 OFFICE	1.00 Each	400.92
11	Pedestal - Pulls, 22"d x 28"h, File/File -SrcLam: Source Laminate 3D: Choice Maple -Source: Source Laminate 3D: Choice Maple _: Special Code -Mica: Mica Colors 60: Platinum (Satin) K: Key Alike Tag: Tag L1: 105 OFFICE	1.00 Each	377.91



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12	Set of Keys Alike, 2 Sets of Cores Tag: Tag L1: 105 OFFICE	1.00 Each	0.00
13	Rectangular Desk - Full Gables, Flush 1/2 Modesty, 24"d x 72"w (1-9/16") 2D:Choice Maple 6:Straight Trim 4D:Choice Maple 3D:Choice Maple -Mica:Mica Colors 60:Platinum (Satin) Tag: Tag L1: 105 OFFICE	1.00 Each	568.23
14	Rectangular Desk - Half Gables, Flush 1/2 Modesty, 24" d x 54" w (1-9/16") 2D:Choice Maple 6:Straight Trim 4D:Choice Maple 3D:Choice Maple -Mica:Mica Colors 60:Platinum (Satin) Tag: Tag L1: 105 OFFICE	1.00 Each	499.98
15	Power Qube High Capacity w/Std Cord,Quad-2 Pwr/2 USB/1 Data,Desk Edge Clamp,180"I,Canada/USA Plug-in -Mica:Mica Colors 7:Platinum (Satin) Tag: Tag L1: 105 OFFICE	1.00 Each	241.37
16	Structural Flush Plate Tag: Tag L1: 105 OFFICE	1.00 Each	20.86

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
106 CONF RM		1.0	9,277.88

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
17	Ign 2.0 Mid-back ReActiv .Y2:Advanced Synchro-Tilt SeatSldr .N:Armless .S:Black All-Surface Caster .TI:Titanium \$(2):Grade 2 Uph .WP:Whisper Vinyl 81:Coastal .TL:Titanium Adjustable Lumbar .SB:Standard Base .TI:Titanium Tag: Tag TG: S-2 Tag L1: 106 CONF RM	14.00 Each	454.39
18	Rect. Conf. Table - Blade Legs, 60"d x 192"w, Straight, No Cut-Out (1-9/16"), Special size with 8 blade legs. Top will be in 3 pieces @ 64"w each.	1.00 Each	2,916.42



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-A:Foundation Laminate (1-9/16")
2D:Choice Maple
6:Straight Trim
4D:Choice Maple
-Mica:Mica Colors
60:Platinum (Satin)
-Mica:Mica Colors
60:Platinum (Satin)
Tag: Tag TG: T-2
Tag L1: 106 CONF RM

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
107 MEETING RM A		1.0	34,805.48

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
19	Flip-Top Table - Slender Legs, C-Leg, 24"d x 60"w, Std, No Cut-Out (1-3/16") L:Laminate - One Side -L:Foundation Laminate 2H:Soft Gris 6:Straight Trim 4H:Soft Gris -Mica:Mica Colors 60:Platinum (Satin) B:Black Tag: Tag TG: T-1 Tag L1: 107 MEETING RM A	24.00 Each	684.06
20	Vista II upholstered back chair, armless. GR-4:Grade 4 textile. GR 4:Input a custom graded in grade 4 textile. TOR:CF STINSON, CRISS CROSS 2.0, QUICKSILVER -:No. WH:Black casters. B:Black with black glides. -:Standard plastic backshell. FA:Ships fully assembled (standard). -:No, more than 1 of this chair will be ordered. Tag: Tag TG: S-3 Tag L1: 107 MEETING RM A Tag L3: City of Lakeville ID#:4015470	46.00 Each	399.74

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
108 MEETING RM B		1.0	34,805.48

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
21	Flip-Top Table - Slender Legs, C-Leg, 24"d x 60"w, Std, No Cut-Out (1-3/16") L:Laminate - One Side	24.00 Each	684.06



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TERMS NET 15

	-L:Foundation Laminate 2H:Soft Gris 6:Straight Trim 4H:Soft Gris -Mica:Mica Colors 60:Platinum (Satin) B:Black Tag: Tag TG: T-1 Tag L1: 108 MEETING RM B		
22	Vista II upholstered back chair, armless. GR-4:Grade 4 textile. GR 4:Input a custom graded in grade 4 textile. TOR:CF STINSON, CRISS CROSS 2.0, QUICKSILVER -:No. WH:Black casters. B:Black with black glides. -:Standard plastic backshell. FA:Ships fully assembled (standard). -:No, more than 1 of this chair will be ordered. Tag: Tag TG: S-3 Tag L1: 108 MEETING RM B	46.00 Each	399.74

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
120 CORRIDOR		1.0	1,310.04

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
23	Credenza Top, 72"w -A:Foundation Laminate 2D:Choice Maple 6:Straight Trim 4D:Choice Maple Tag: Tag TG: ST-1 Tag L1: 120 CORRIDOR	1.00 Each	306.59

24	Laminate Credenza with Solid Doors, 72"w x 29"h 3D:Choice Maple B:Rectangular 7:Platinum N:None -L:With Lock R:Key Random 2:Without Tag: Tag TG: ST-1 Tag L1: 120 CORRIDOR	1.00 Each	1,003.45
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GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
127 MULTI-PURPOSE RM		1.0	1,350.61



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CUSTOMER PO
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PROJECT NUMBER
TERMS NET 15

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
25	Credenza Top, 72"w ~A:Foundation Laminate 2D:Choice Maple 6:Straight Trim 4D:Choice Maple Tag: Tag TG: ST-1 Tag L1: 127 MULTI-PURPOSE RM	1.00 Each	306.59

26	Laminate Credenza with Solid Doors, 72"w x 29"h 3D:Choice Maple B:Rectangular 7:Platinum L:Left ~L:With Lock R:Key Random 2:Without Tag: Tag TG: ST-1 Tag L1: 127 MULTI-PURPOSE RM	1.00 Each	1,044.02
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GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
143 CONTROL		1.0	221.61

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
27	Lab Stool, Manual High Base, Black, Hard Floor Casters Tag: Tag TG: S-7 Tag L1: 143 CONTROL Tag L3: City of Lakeville ID#:4015470	1.00 Each	221.61

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
149 CONTROL		1.0	221.61

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
28	Lab Stool, Manual High Base, Black, Hard Floor Casters Tag: Tag TG: S-7 Tag L1: 149 CONTROL	1.00 Each	221.61

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
151 GUN CLEANING		1.0	1,092.28

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
29	Lab Stool, Manual High Base, Black Tag: Tag TG: S-7 Tag L1: 151 GUN CLEANING	4.00 Each	221.61
30	Hard Floor Casters, Set of 5 Tag: Tag TG: S-7 Tag L1: 151 GUN CLEANING	4.00 Each	51.46



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PROPOSAL

DATE 05/12/2025
CUSTOMER NAME CITY OF LAKEVILLE
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PROJECT NUMBER
TERMS NET 15

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
154 WEAPONS REPAIR		1.0	1,092.28

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
31	Lab Stool, Manual High Base, Black Tag: Tag TG: S-7 Tag L1: 154 WEAPONS REPAIR	4.00 Each	221.61
32	Hard Floor Casters, Set of 5 Tag: Tag TG: S-7 Tag L1: 154 WEAPONS REPAIR	4.00 Each	51.46

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
OUTDOOR FURN		1.0	8,637.99

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
33	Premier Polysteel Picnic Table with Back; Finish Grey. .:4' Champ Perf FS Sq Tbl w/BR-2 .:4' Champion Perforated Metal Free Standing Square with Back Rests Picnic Table - Grey Tag: Tag L1: OUTDOOR	3.00 Each	1,999.00
34	Premier Polysteel Umbrella Stand .:Umbrella Stand - 2 .:Umbrella Stand - Grey Tag: Tag L1: OUTDOOR	3.00 Each	163.00
35	Premier Polysteel 9' Lucaya Umbrella Fabric Jockey Red .:9' Oct Lucaya Umb. - T .:9' Octagon Lucaya Aluminum 1 pc 1.5 diameter pole Push Up and Pin Umbrella .:Terra Powder-Coated Finish Tag: Tag L1: OUTDOOR	3.00 Each	717.33

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
X:DESIGN		1.0	3,800.00

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
43	Design & Project Management Services Tag: Tag L1: Z: SERVICES	1.00 Each	3,800.00

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
X:FREIGHT		1.0	948.33

LINE	DESCRIPTION	QUANTITY	UNIT PRICE
36	Freight is estimated only - Due to freight volatility freight estimates are subject to change throughout the duration of the project. Tag: Tag L1: X:FREIGHT	1.00 Each	35.00
37	Freight is estimated only - Due to freight volatility freight estimates are subject to change throughout the duration of the project.	1.00 Each	913.33



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CUSTOMER PO
ORDER NAME Lakville First Center Furniture Proposal
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TERMS NET 15

Tag: Tag L1: X:FREIGHT

GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
X:INSTALL		1.0	9,596.36
LINE	DESCRIPTION	QUANTITY	UNIT PRICE
44	Labor to Receive, Delliver, and Install Tag: Tag L1: Z: SERVICES	1.00 Each	9,596.36
GROUP	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
X:TARIFF		1.0	4,590.87
LINE	DESCRIPTION	QUANTITY	UNIT PRICE
40	Tariffs charged from manufacturer Tag: Tag L1: X:SURCHARGE	1.00 Each	417.10
41	Tariffs charged from manufacturer Tag: Tag L1: X:SURCHARGE	1.00 Each	2,722.09
42	Tariffs charged from manufacturer Tag: Tag L1: X:SURCHARGE	1.00 Each	1,451.68

Remit to address for deposits:
Innovative office Solutions LLC
Lockbox #131434 PO Box 1414
Minneapolis, MN 55480-1414

SUBTOTAL \$123,785.13

TOTAL \$123,785.13

REQUIRED DEPOSIT 50.00% \$61,892.57

Proposal Valid For 14 Days

Thank you for the opportunity to partner together. Please review the quotation and let us know if you have any questions.

By _____
Luke M. Hellier, Mayor

_____Date

By _____
Ann Orlofsky, City Clerk

_____Date



952.808.9900 | 866.574.5389

INNOVATIVEOS.COM

SALES PERSON

Christian Donovan
651-486-1225
cdonovan@innovativeos.com

PROPOSAL

DATE	05/12/2025
CUSTOMER NAME	CITY OF LAKEVILLE
CUSTOMER NUMBER	S21227
CUSTOMER PO	
ORDER NAME	Lakville First Center Furniture Proposal
ORDER NUMBER	234068
PROJECT NUMBER	
TERMS	NET 15

THANK YOU FOR THE OPPORTUNITY

We are thrilled for the opportunity to partner together on your project. The terms and conditions below outline a working understanding for the project journey and is intended to set both organizations up for success. If you have questions or concerns, please contact us directly.

QUOTES AND PRICING

Please review your final project plan and quote to confirm it will fit your space and workplace needs. Quoted prices are good for 14 days from the date of the proposal. Due to the volatile transportation conditions in 2022 & 2023, freight will be billed based upon actual. Unless otherwise noted, prices quoted do not include sales, use, excise, or other applicable taxes. Any applicable taxes will be added or adjusted on the invoice at the time of billing. Buyers exempt from taxes should provide Innovative with copies of exemption certificates prior to placing the order.

DESIGN AND ORDERING

Innovative's Design team will work with you and/or your team to design a space that is customized to your budget, style and unique needs to transform your space/s and bring your vision to life. If you do not want to move forward with us on a project, the design work remains the exclusive property of Innovative Office Solutions and we reserve the right to invoice you for the design costs incurred.

NEED FOR DEPOSITS

A deposit of 50% of the order is required on all projects in excess of \$10,000. The deposit is essential as our vendor partners require payment from us when placing orders. Once the deposit is received, we will place your order. Payments must be in the form of check, ACH or wire transfer. Credit cards are not accepted for deposits or other furniture payments over \$5,000.

PAYMENT TERMS

Our Innovative team will send invoices following delivery and installation completion. To ensure a seamless accounting experience, please send payment within 30 days of the invoice date. It is not uncommon for a project to be substantially complete, except for a few punch list items. We appreciate you paying your invoice in full. Innovative will complete your project when outstanding items and/or parts become available.

CHANGES

Once we receive the sign off on design plan and proposed budget, your order will be placed. Due to the customization of many projects, once orders are placed, most products are not returnable. Modifications or cancellations may result in cancellation or restocking charges by our manufacturer partners. Unfortunately, we will need to invoice you if such charges are incurred. Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of the project, including any additional requirements or restrictions placed on Innovative will be added to the project price. When Innovative becomes aware of the nature and impact of the change, you will be notified, and all project paperwork will be updated as necessary. In this instance, a revised quote will be generated for signoff.

PROJECT DELAYS AND STORAGE

We understand projects are occasionally delayed. This may mean you are unable to accept product from us as scheduled. When this occurs, Innovative will store your items at no charge for up to 30 days to provide you with additional time to ensure your space is ready for installation. After 30 days, we will provide a quote to continue to store your product, as we want to make sure it is safe and in a secure location.

DELIVERY AND RECEIPT OF PRODUCT

We will contact you once we are notified your product has been shipped and is on its way. Your product will be delivered during regular business hours. In order to provide an exceptional delivery experience, we ask that you inform us of any unique circumstances that a driver or install team may face during a delivery. This may include such challenges as a downtown location or the need for a liftgate. Providing us with this information ensures that product is delivered to the proper location within your facility and will reduce the chances of damage to any of the items.

We kindly ask you to inspect all product directly shipped and/or delivered and brought onto the job site as scheduled. If you discover product has been damaged or shipped in error during the receiving process, please notify us within 24 hours to ensure that appropriate claims can be



952.808.9900 | 866.574.5389

INNOVATIVEOS.COM

SALES PERSON

Christian Donovan
651-486-1225
cdonovan@innovativeos.com

PROPOSAL

DATE	05/12/2025
CUSTOMER NAME	CITY OF LAKEVILLE
CUSTOMER NUMBER	S21227
CUSTOMER PO	
ORDER NAME	Lakville First Center Furniture Proposal
ORDER NUMBER	234068
PROJECT NUMBER	
TERMS	NET 15

filed. After product arrives at your site, any loss or damage caused by other trades or by weather, fire or other elements is your responsibility.

INSTALLATION PREMISES CONDITIONS

It is our sincere priority to make sure the installation of your product is timely, professional, and as efficient as possible. To facilitate this, we ask the site to be clean, clear, and free of debris prior to installation. The jobsite should have proper lighting, heat, power source, hoisting and/or elevator service and suitable unobstructed dock space and a secured staging area. The job site shall also be free of the interference of other trades in the area where installation is taking place.

We understand in certain situations spaces are not ready for installation when the initial date was scheduled. If this is the case, please provide at least a 48-hour notice so we can keep your project on track to the best of our ability. If proper, timely communication does not occur, unfortunately additional charges may be invoiced to cover costs incurred. Our Installation Team installs product based on the final approved layout. If there are any changes to the final plan, please make sure these are addressed prior to the installation date.

WARRANTY

Each manufacturing partner of Innovative has a warranty standard. For more information on warranty details, reach out to your Innovative Account Executive. Warrantied product replacements may require billable installation services.

CLAIMS

Innovative will help resolve claims concerning damaged and/or defective product, materials and/or workmanship made within the warranty period as stated by the manufacturer, supplier, or fabricator. We will arrange for the repair or replacement of any damaged or defective items and/or installation to make sure the project is successful.

FORCE MAJEURE

We will do our absolute best to ensure we can secure and install your product, but if there are reasons beyond our control, Innovative will not be liable. Reasons include but are not limited to, strikes, pandemics, embargos, war or other breakout of hostilities, acts of God, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign governmental acts or regulations.

GOVERNING LAW

This agreement shall be governed by and construed according to the laws of the State of Minnesota.

ARBITRATION

We want to make this a true partnership and resolve any issues that may occur. Any controversies or claims arising relating to this contract will be settled by arbitration administered by the American Arbitration Association. They will fall under its commercial rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court with authority. The award shall include the costs of arbitration and the legal fees of the prevailing party.

THANK YOU FOR YOUR PARTNERSHIP

Innovative Office Solutions is built upon a "relationships matter" belief system, and every project matters to us. We are thankful for the opportunity to partner together, and we look forward to serving you!

Authorized Signature

Date



Date: 6/2/2025

Supplemental Agreement for Water Treatment Plant Alternative Study

Proposed Action

Staff recommends adoption of the following motion: Move to Approve Professional Services Supplemental Agreement with Black & Veatch for Water Treatment Plant Alternative Study.

Overview

The purpose of the Water Treatment Plant (WTP) Study is to further evaluate alternatives for the future expansion of the city's potable water treatment system and to more fully develop the potential scope of a satellite treatment facility. The City of Lakeville's WTP was originally constructed in 1997 with a capacity of 10 million gallons per day (MGD). It was expanded in 2001 to 20 MGD, and in 2013, following a successful filter pilot study, the plant was re-rated to a capacity of 26 MGD. This study will build upon and update the 2022 WTP Expansion Study to have the capacity for full City build out. It will compare the advantages and disadvantages of two key alternatives:

- Expanding the existing water treatment facility.
- Constructing a satellite facility on a parcel located north of the Central Maintenance Facility water tower.

In addition, the study will evaluate chemical treatment options, consider strategies for addressing emerging contaminants, and provide planning-level cost estimates for each alternative. The final report will include a comprehensive set of recommendations to guide the city's long-term water treatment infrastructure planning.

Supporting Information

1. Supplemental Agreement for Water Treatment Expansion Study

Financial Impact: \$90,000 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Paul Oehme, Public Works Director

**Lakeville, Minnesota
Supplemental Agreement
for
2025 - Water Treatment Plant Alternatives Expansion Study**

Scope of Services

This scope of work is a Supplemental Agreement to the Master Agreement for Professional Engineering Services between the City of Lakeville and Black & Veatch Corporation, dated September 20, 2021.

The purpose of the Lakeville 2025 Water Treatment Plant (WTP) Expansion Study is to further evaluate alternatives for the future expansion of the potable water treatment system in the city and more fully develop what a satellite plant might include. The City of Lakeville's WTP was originally constructed in 1997 with a capacity of 10 Million Gallons per Day (MGD) and expanded in 2001 to 20 MGD. In 2013, a filter pilot study resulted in the plant being re-rated to a capacity of 26 MGD.

This study will update the 2022 WTP Expansion Study with a comparison of advantages and disadvantages for two alternatives: expanding the existing water treatment facility or constructing a satellite facility. The project will also include an evaluation of chemical treatment options and considerations for treatment of emerging contaminants. The study will also provide cost opinions as well as final recommendations.

The general tasks associated with the study are as follows:

PHASE 200. WATER TREATMENT PLANT EXPANSION STUDY

Task 201 – Update Advantages and Disadvantages of Expanding the Existing Treatment Plant

- Update and include any new information on the advantages and disadvantages of expanding the existing water treatment plant.
- Review current treatment plant performance and expansion plan.
- Update the cost opinion for expanding the water treatment plant.

Task 202 – Provide Conceptual Site Plans for Potential New Satellite Plant

- Develop a concept plan for a satellite gravity filter water plant that will include iron and manganese removal. The anticipated finished water quality will match the City's existing water plant.

- Provide space requirements for a satellite water plant and develop concepts for vehicle circulation and site acreage needs.
- Review and evaluate existing supply and distribution piping and provide recommendations to connect a satellite water plant to the network.
- The City intends to locate a satellite water plant at the same location as a new fire station. Coordinate with the City's consultant and staff involved in the planned fire station project. Collaborate with the City's consultant to provide space requirements for the satellite water plant. The City's consultant will provide site drawings for the joint site.
- Develop cost opinion for the satellite plant.

Task 203 – Documentation & Communication

- Develop a final report, which will include the study's findings, cost estimates, and final recommendations.
- Participate in meetings to support City staff as needed to review progress and solicit input from the City.
- Support development of presentation materials to present to the City Council and attend and participate in a City Council meeting to present recommendations.

Task 204 – Additional Treatment Evaluations

- Evaluate how the expansion or satellite plant could accommodate future PFAS treatment needs, should PFAS levels exceed the Minnesota Department of Health (MDH) thresholds.
 - Evaluation to include a summary of PFAS treatment technologies (i.e. granular activated carbon, ion exchange, and membrane-based processes)
 - Recommendation on treatment technology to best align with the existing plant or satellite plant, including order of magnitude of system sizing, technical considerations, and order of magnitude of construction costs.
- If the City Council selects the alternative for a satellite water plant, provide a comparison and evaluation of chlorine gas and sodium hypochlorite for the satellite water plant. Develop lifecycle costs, operations, and safety impacts.

SCHEDULE

Tasks 201-203 will be completed by August 25, 2025. Task 204 will be completed by October 31, 2025.

COMPENSATION

For the services covered by this Supplemental Agreement, the Owner agrees to pay the Engineer as follows; for the Scope of Services as described herein, an amount equal to Engineer's hourly billing rates, plus reimbursable expenses at cost. The maximum billed for these services shall not exceed \$90,000 without further authorization.

City of LakevilleBlack & Veatch Corporation:

By: _____

By: 

Printed Name: _____

Printed Name: Paul Boersma

Title: _____

Title: Vice President

Date: _____

Date: 05/28/2025



Date: 6/2/2025

Accepting Donation from Lakeville Public Safety Foundation

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution to accept a donation of two Electric Vehicle Isolation Blankets to the Lakeville Fire Department, estimated value \$4,802.

Overview

The Lakeville Fire Department submitted a grant request to the Lakeville Public Safety Foundation to purchase two (2) Electric Vehicle Isolation Blankets. The grant request is to cover the purchase of two Electric Vehicle Isolation Blankets. The Fire Isolator Blanket is the best way to control and isolate car fires for All-Electric Vehicles (EVs) as well as normal cars. The Fire Isolator Fire Blanket will directly assist in containing the flames, lowering the temperature, and reducing smoke and toxic fumes. The blanket is temperature-resistant to 2,912°F and is easy to place over the vehicle because of the colored loops.

- It can be used for normal combustion engines and electric vehicle car fires.
- It can be deployed in parking lots, shopping malls, underground apartment parking garage, etc.
- Sized to fit most car sizes from small cars to large sport utility vehicles.
- Testing has proven this product can withstand peak temperatures up to 2,912°F (1600°C) and hold 2,012°F (1100°C) for more than 50 hours.
- Easily deployed by two people.
- The addition of EV Charging Stations in underground apartment parking garages creates an extreme danger to residents and firefighters.
- Electric vehicle fires can burn for an extended period, potentially requiring 6-24 hours and thousands of gallons of water.

Supporting Information

1. LPSF EV Isolation Blanket
2. Lakeville Blanket Invoice (1)

Financial Impact: \$0.00 Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Michael Meyer, Fire Chief
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CITY OF LAKEVILLE

RESOLUTION NO. _____

ACCEPTING DONATION FROM LAKEVILLE PUBLIC SAFETY FOUNDATION

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

WHEREAS, the City of Lakeville's Fire Department has received a donation for the purchase of two (2) Electric Vehicle Isolation Blankets valued at \$4,802 from Lakeville Public Safety Foundation; and

WHEREAS, the donation is beneficial to the fire department.

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

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

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



LPSF Grant Application

The purpose of the Lakeville Public Safety Foundation is to promote public safety and provide financial assistance to enhance the capabilities of the Lakeville Police and Fire Departments.

Date of Grant Application: 1 May 2024

Submit electronically to: info@lpsfmn.org

or send a copy to: LPSF
P.O. Box 1526
Lakeville, MN 55044

Lakeville Fire Department

Name of organization

9465 185th Street West Lakeville, MN 55044

Address

952-985-4700

Phone	Fax	Website
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Mike Meyer	Fire Chief	952-985-4701	mmeyer@lakevillemn.gov
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Name of Staff Executive	Title	Phone	E-mail
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Todd Sellner	Asst. Chief	952-985-4702	tsellner@lakevillemn.gov
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Name of Contact Person	Title	Phone	E-mail
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Is your organization an IRS 501(c) (3) not-for-profit? ☐ Yes ☒ No
If no, is your agency a public agency/gov't? ☒ Yes ☐ No

If no, check with funder for details on using fiscal agents and list name and address of fiscal agent:

Name

Fiscal agent's EIN#

Address

Proposal Information

Write an executive summary that describes how this grant will help the **Lakeville Public Safety Foundation** achieve its mission “*to promote public safety by enhancing the capabilities of the Lakeville Police Department and Lakeville Fire Department*”.

Please include the following:

- Brief description of the project
- Expected outcomes
- Who the project serves and why it is important
- How the funds will be spent

Dollar amount requested: \$4,800.00

Total annual organization budget: \$5,596,840

Total project budget: \$4,800.00

Organization Information

Provide background on your organization:

- State your mission and goals
- Summarize your organization’s history
- Outline the organization’s current programs and activities
- Highlight the recent accomplishments

Purpose of Grant

Project, program and operating funds requests:

- **Problem and need.** Identify the problem to be addressed and the needs to be met by the project. What unique services would the community be deprived of if you do not undertake this project?
- **Program/Project Goal.** Describe the goals and overall impact of the project or program.
- **Program/Project.** Describe your program objectives relating to this grant application, activities, strategies, time lines and explain how the grant will enable you to address the problem or need. Is this a new or continuing project?
- **Project timeframe.** Over what period of time will the funds be utilized?
- **Utilization.** Number of individuals to benefit from funds.

Evaluation

Outcomes. Describe the proposed program/project outcomes. What outcomes do you want to produce by the end of the grant period? How do these outcomes support the *mission of the LPSF*?

Measurements. Outline your plan to document progress and results. How will you measure expected outcomes and the effectiveness of your activities?

Grant applications will be reviewed within 60 days of receipt.

Questions? Please contact Shanen Corlett at info@lpsfmn.org or 612-799-8375

The mission of the Lakeville Department is: "The Lakeville Fire Department is dedicated to serving the community through the protection of lives and property by providing public safety education and professional emergency response." Since 1884 the Lakeville Fire Department has been working towards the successful accomplishment of this mission. The purpose of this grant request is to provide funding to purchase Electric Vehicle Isolation Blankets to place on our 2 staffed response engines. The blankets would help ensure the fire department's readiness and be better prepared to handle some of the hazards we encounter with an electric vehicle fire.

The grant request is to cover the purchase of 2 (two) Electric Vehicle Isolation Blankets. The Fire Isolator Blanket is the best way to control and isolate car fires for All-Electric Vehicles (EVs) as well as normal cars. The Fire Isolator Fire Blanket will directly assist in containing the flames, lowering the temperature, and reducing smoke and toxic fumes. The blanket is temperature resistant to 2,912°F and is easy to place over the vehicle because of the colored loops.

- It can be used for normal combustion engines and electric vehicle car fires.
- It can be deployed in parking lots, shopping malls, underground apartment parking garage, etc.
- Sized to fit most car sizes from small cars to large sport utility vehicles.
- Testing has proven this product can withstand peak temperatures up to 2,912°F (1600°C) and hold 2,012°F (1100°C) for more than 50 hours.
- Easily deployed by 2 people.
- The addition of EV Charging Stations in underground apartment parking garages creates an extreme danger to residents and firefighters.
- Electric vehicle fires can burn for an extended period, potentially requiring 6-24 hours and thousands of gallons of water.



EV car fires release a variety of toxic gases, including hydrogen fluoride, carbon monoxide, and other byproducts of battery decomposition. EV car fires are extremely difficult to extinguish when the batteries are involved in the fire. The lithium-ion batteries take a long time to cool, creating a danger of reignition. During an electric vehicle fire, more than 100 chemicals are released, including heavy metal, carbon monoxide and hydrogen cyanide. By utilizing a blanket, we can limit damage to exposures, contain the fire and suppress toxic gases. Please see attached email for a quote from Vehicle Response Training.

Thank you for your consideration.

Sellner, Todd

From: Greg Downer <greg@vehicleresponsetraining.com>
Sent: Tuesday, April 22, 2025 12:02
To: Sellner, Todd
Subject: Re: High Voltage Vehicle Training

Todd,

Good afternoon. Just getting you a quote in writing for the Fire Isolator Blankets. The price per blanket would be \$2400.00. We will deliver it at no charge, of course, also, there would be no taxes. Let me know if you have any questions or if you need anything else.

Thank You

Greg Downer
VP of Operations
VRT - Vehicle Response Training
612-998-0013
www.vehicleresponsetraining.com
EV Fire Isolator link below
<https://vehicleresponsetraining.com/products/ols/products/ev-fire-isolation-blanket>



On Mon, Apr 14, 2025 at 9:11 AM Greg Downer <greg@vehicleresponsetraining.com> wrote:

Todd,

Sounds good. We will be there at 5pm to start setting up.

Thank You

Greg Downer
VP of Operations
VRT - Vehicle Response Training
612-998-0013
www.vehicleresponsetraining.com
EV Fire Isolator link below
<https://vehicleresponsetraining.com/products/ols/products/ev-fire-isolation-blanket>



INVOICE

Vehicle Response Training LLC
465 W 220th St
Jordan, MN 55352-9699

cruhmann@vehicleresponsetraining.
com
+1 (612) 242-9696



Bill to
Lakeville Fire Department
9465 185th St
Lakeville, MN 55044

Ship to
Lakeville Fire Department
9465 185th St
Lakeville, MN 55044

Invoice details
Invoice no.: 2030
Terms: Net 30
Invoice date: 05/20/2025
Due date: 06/19/2025

#	Product or service	Description	Qty	Rate	Amount
1.	EV Fire Blanket	EV Fire Blanket	2	\$2,795.80	\$5,591.60
2.	Chain of Custody Placard		5	\$2.00	\$10.00
Subtotal					\$5,601.60
Discount					-\$800.00
Total					\$4,801.60



Date: 6/2/2025

Garage size variance for 4824 171st Street

Proposed Action

Staff recommends adoption of the following motion: Move to approve the garage size variance for 4824 171st Street and adopt the findings of fact.

Overview

D.R. Horton, Inc. – Minnesota, on behalf of Dayitwa Shrestha and Renu Lakhemaru, has submitted a variance application for an attached garage of less than 540 square feet and a width of less than 22 feet for the home at 4824 171st Street. The constructed home was completed and conveyed to the current homeowners in March 2025, after which it was discovered that the attached garage did not meet the minimum size required by the Zoning Ordinance. The Planning Commission held a public hearing at their May 22, 2025 meeting, at which one person spoke. The Planning Commission unanimously recommended approval of the variance and adopted the findings of fact.

Supporting Information

1. Variance Form
2. Findings of Fact
3. May 22, 2025 Planning Commission draft meeting minutes
4. May 15, 2025 Planning report

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

(Reserved for Dakota County Recording Information)

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA
VARIANCE NO. 25- ____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville grants a variance to allow an attached garage at a single family home with an area of less than 540 square feet and a width of less than 22 feet at 4824 171st Street West.
2. Property. The variance is for the following described property in the City of Lakeville, Dakota County, Minnesota:
Lot 12, Block 6, Brookshire
3. Conditions. The City Clerk shall submit this form to Dakota County to be recorded against the property.

Dated: June 2, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

(

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this **2nd** day of **June 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**

**4824 171ST ST VARIANCE
FINDINGS OF FACT AND DECISION**

The Lakeville Planning Commission met at its regularly scheduled meeting on May 22, 2025 to consider the application of D.R. Horton, Inc. - Minnesota, on behalf of Dayitwa Shrestha and Renu Lakhemaru, for a variance to allow an attached garage of less than 540 square feet and a width of less than 22 feet for the home at 4824 171st Street. The Planning Commission conducted a public hearing on the variance application preceded by published and mailed notice. The applicant was present, and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is located in Comprehensive Planning District 3, which guides the property for low density residential use.
2. The subject site is zoned RST-2, Single and Two-Family Residential District.
3. Legal description of the property is:

Lot 12, Block 6, Brookshire

4. Chapter 6 of the City of Lakeville Zoning Ordinance provides that a variance shall not be approved unless failure to grant the variance will result in practical difficulties. The criteria and our findings regarding them are:

a. That the variance would be consistent with the comprehensive plan.

Finding: Single family homes are consistent with the low-density residential land use designation.

b. That the variance would be in harmony with the general purposes and intent of this Title.

Finding: A two-car garage is the minimum requirement for a single family home and therefore is in harmony with the general purposes and intent of this title.

c. That the plight of the landowner is due to circumstances unique to the property not created by the landowner.

Finding: The homeowner did not create this situation; it is due to an error on the part of DR Horton and the City of Lakeville.

d. That the purpose of the variance is not exclusively economic considerations.

Finding: Not applicable.

e. That the granting of the variance will not alter the essential character of the neighborhood in which the parcel of land is located.

Finding: There are other single family homes in the Brookshire development which have two car garages. That the attached garage at 4824 171st Street does not meet the minimum area and width is not noticeable from outside the structure and therefore will not alter the essential character of the neighborhood in which the home is located.

- f. That the requested variance is the minimum action required to eliminate the practical difficulty.**

Finding: The home and garage are constructed and therefore the granting of the requested variance is the minimum action required to eliminate the practical difficulty.

- g. Variances may not be approved for any use that is not allowed under this section for property in the zone where the affected person's land is located.**

Finding: Not applicable; single family homes are a permitted use in the RST-2 District.

5. The report dated May 15, 2025 prepared by Kris Jenson, Planning Manager is incorporated herein.

DECISION

The City Council approves the variance in the form attached.

DATED: June 2, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
May 22, 2025

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

Members Present: Chair Christine Zimmer, Vice Chair Scott Einck, Pat Kaluza, John Swaney, Amanda Tinsley, Mark Traffas, Ex-Officio Jeff Hanson.

Members Absent: Jason Swenson

Staff Present: Tina Goodroad, Community Development Director; Kris Jenson, Planning Manager, John Nelson, Assistant City Engineer, Dawn Erickson, Community Development Recorder.

3. Approval of the Meeting Minutes

The May 8, 2025 Planning Commission meeting minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson stated the Parks, Recreation & Natural Resources Committee draft meeting minutes with comments about the Reserve at Cedar Creek agenda item are provided, and if the agenda items are not tabled they will move forward to the June 2 City Council meeting. Since there are no agenda items the June 5 Planning Commission meeting will be canceled.

5. D.R. Horton, Inc.-Minnesota

Vice Chair Zimmer opened the public hearing to consider the application of D.R. Horton, Inc. – Minnesota on behalf of Dayitwa Shrestha and Renu Lakhemaru for a variance for an attached garage of less than 540 square feet and a width of less than 22 feet for the home at 4824 171st Street West.

Eric Gamradt with D.R. Horton introduced the project.

Ms. Jenson presented the staff report. The Zoning Ordinance includes minimum sizes for single family home attached garages, which is 540 square feet of area for a home without a basement and a minimum width of 22 feet.

Shortly after the homeowners took possession of the home, they contacted City staff and D.R. Horton representatives, where it was determined that the attached garage constructed with the home did not meet the minimum garage size for area and width. Upon further review, the submitted building permit did not include an additional bump out garage area necessary for those

homes without a basement, and City staff missed that detail during their review of the building permit. The garage as constructed is 481 square feet in area and 20 feet in width. Upon learning of the error at 4824 171st Street, Inspections staff reviewed all of the issued permits for single family homes without a basement in the Brookshire development and confirmed that all of the previous permits issued for similar homes have garages that meet the minimum area and width requirements.

Approval of this variance request would remove the non-conformity status of the garage, meaning the structure is considered legal and conforming. The variance form would be recorded with Dakota County so that the legal and conforming status is known and available to any future buyers of the home.

Chair Zimmer opened the hearing to the public for comment.

Julie Klug, 17229 Durham Drive, asked for clarification as to whether the house is staying the same size or if there would be additional space added to the house.

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

Voice vote was taken on the motion.

Ayes – unanimous

Ms. Jenson addressed the question and stated that with this variance process, the garage will be legalized as constructed.

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas asked if there was any thought given to fixing the garage now as opposed to granting the variance. Ms. Jenson stated that because the home has been conveyed to the homeowners, the City does not have the ability to require D.R. Horton to enlarge the garage.
- Commissioner Kaluza stated that he is in support of the variance so the homeowners can enjoy their home.

Motion was made by Einck, seconded by Tinsley to recommend to City Council approval of the variance for an attached garage of less than 540 square feet and a width of less than 22 feet for the home at 4824 171st Street and adoption of the findings of fact dated May 22, 2025.

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

Nays: 0

6. Reserve at Cedar Creek

Chair Zimmer opened the public hearing to consider the applications of Reserve at Cedar Creek, LLC for a preliminary plat of 48 single family lots to be known as Reserve at Cedar Creek and the vacation of public roadway, drainage, and utility easements.



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: May 15, 2025
Subject: Packet Material for the May 22, 2025 Planning Commission Meeting
Agenda Item: 4824 171st Street Garage Size Variance

BACKGROUND

D.R. Horton, Inc. – Minnesota, on behalf of Dayitwa Shrestha and Renu Lakhemaru, has submitted a variance application for an attached garage of less than 540 square feet and a width of less than 22 feet for the home at 4824 171st Street West. Construction of the home was completed and conveyed to the current homeowners in March 2025. The zoning of the property is RST-2, Single and Two-Family Residential District.

The following exhibits are attached for your review:

- A. Location map
- B. Applicant narrative
- C. Survey
- D. Floor Plan

PLANNING REVIEW

Section 11-18-7.D of the Zoning Ordinance includes minimum size standards for single family home attached garages. The minimum floor area of an attached garage for a dwelling without a basement is 540 square feet with a minimum width of 22 feet. The minimum floor area for an attached garage with a basement is 480 square feet. These measurements are based on interior dimensions.

Shortly after the homeowners took possession of their home, they contacted Community Development staff to inquire about the minimum size for an attached garage in a single family home. Staff responded via email a day or so later, but in the interim, Staff was contacted by representatives from DR Horton. They had been contacted by the homeowners regarding the garage size, and it was determined that the attached garage constructed with the home did not meet the minimum garage size for area and width.

When the building permit was submitted, it should have included a bump out on the side of the garage such that the minimum garage area would be at least 540 square feet and the width 22 feet. Those measurements are the minimum requirements for a home that is a slab on grade (no basement). This was an error on DR Horton's part. When the building plans were reviewed by Building Inspections staff, they also missed that the garage did not include the additional bump out area to increase the garage area and width. This was an error on the City's part. The permit was issued and the home was constructed. The garage as constructed is 481 square feet in area and 20 feet in width. Upon learning of the error at 4824 171st Street, Inspections staff reviewed all of the issued permits for single family homes without a basement in the Brookshire development and confirmed that all of the previous permits issued for similar homes meet the minimum area and width requirements.

Approval of this variance request would remove the non-conformity status of the garage, meaning the structure is considered legal and conforming. The variance form would be recorded with Dakota County so that the legal and conforming status is known and available to any future buyers of the home.

VARIANCE REVIEW CRITERIA

Section 11-6-5 of the Zoning Ordinance states that the board of adjustment (City Council) shall not approve any variance request unless they find failure to grant the variance will result in practical difficulties. "Practical difficulties" means that the property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance and that economic considerations alone do not constitute practical difficulties. The following review criteria must also be met:

A. That the variance would be consistent with the comprehensive plan.

Single family homes are consistent with the low-density residential land use designation.

B. That the variance would be in harmony with the general purposes and intent of this title.

A two car garage is the minimum requirement for a single family home and therefore is in harmony with the general purposes and intent of this title.

- C. That the plight of the landowner is due to circumstances unique to the property not created by the landowner.

The homeowner did not create this situation; it is due to an error on the part of DR Horton and the City of Lakeville.

- D. That the purpose of the variance is not exclusively economic considerations.

Not applicable.

- E. That the granting of the variance will not alter the essential character of the neighborhood in which the parcel of land is located.

There are other single family homes in the Brookshire development which have two car garages. That the attached garage at 4824 171st Street does not meet the minimum area and width is not noticeable from outside the structure and therefore will not alter the essential character of the neighborhood in which the home is located.

- F. That the requested variance is the minimum action required to eliminate the practical difficulty.

The home and garage are constructed and therefore the granting of the requested variance is the minimum action required to eliminate the practical difficulty.

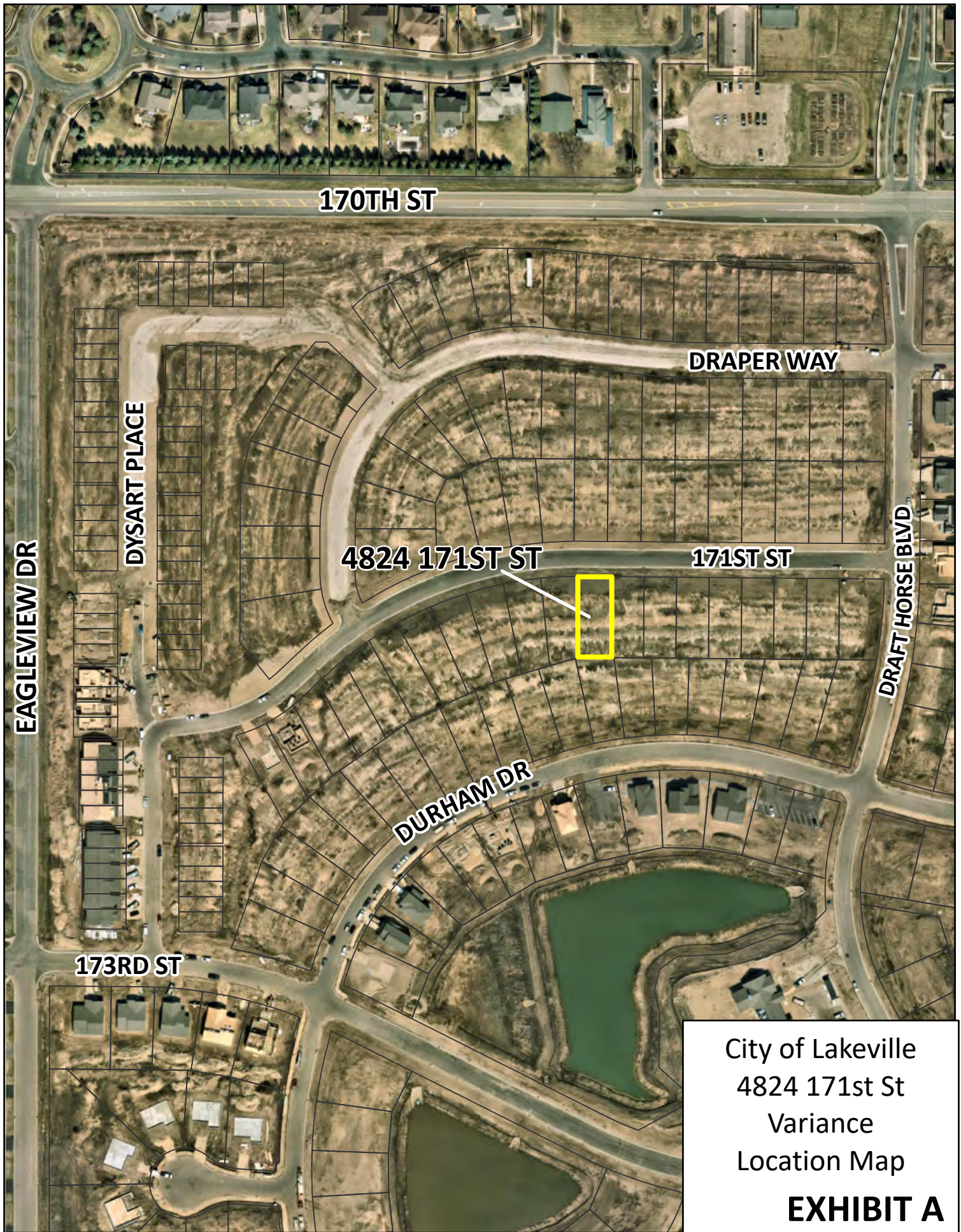
- G. Variances may not be approved for any use that is not allowed under this title for property in the zone where the affected person's land is located.

Not applicable; single family homes are a permitted use in the RST-2 District.

RECOMMENDATION

Community Development Department staff recommends approval of the variance for minimum garage area and width at 4824 171st Street, on the basis that the review criteria have been met.

Findings of Fact are attached for consideration.



City of Lakeville
4824 171st St
Variance
Location Map

EXHIBIT A

Brookshire
Variance Request
4824 171st Street W
5/2/2025

D.R. Horton formally requests approval for a variance on a completed home in Brookshire, 4824 171st Street West. The home is slab on grade with a garage size of 481 square feet as measured from the inside walls where city code requires a minimum of 540 square feet. Unfortunately, the error in garage size was an oversight.

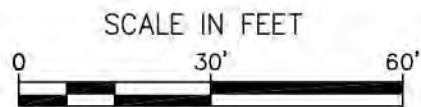
The home was sold and closed March 2025. To bring the home into compliance with the cooperation of the current owner, D.R. Horton is requesting this variance post construction.

Below is a timeline of the critical dates related to 4824 171st Street West:

- 07/29/2024 – Permit Application
- 08/15/2024 – Permit Approved
- 02/03/2025 – Building Final Inspection
- 02/03/2025 – Certificate of Occupancy
- 04/23/2025 – As-Built Grading Survey Approved

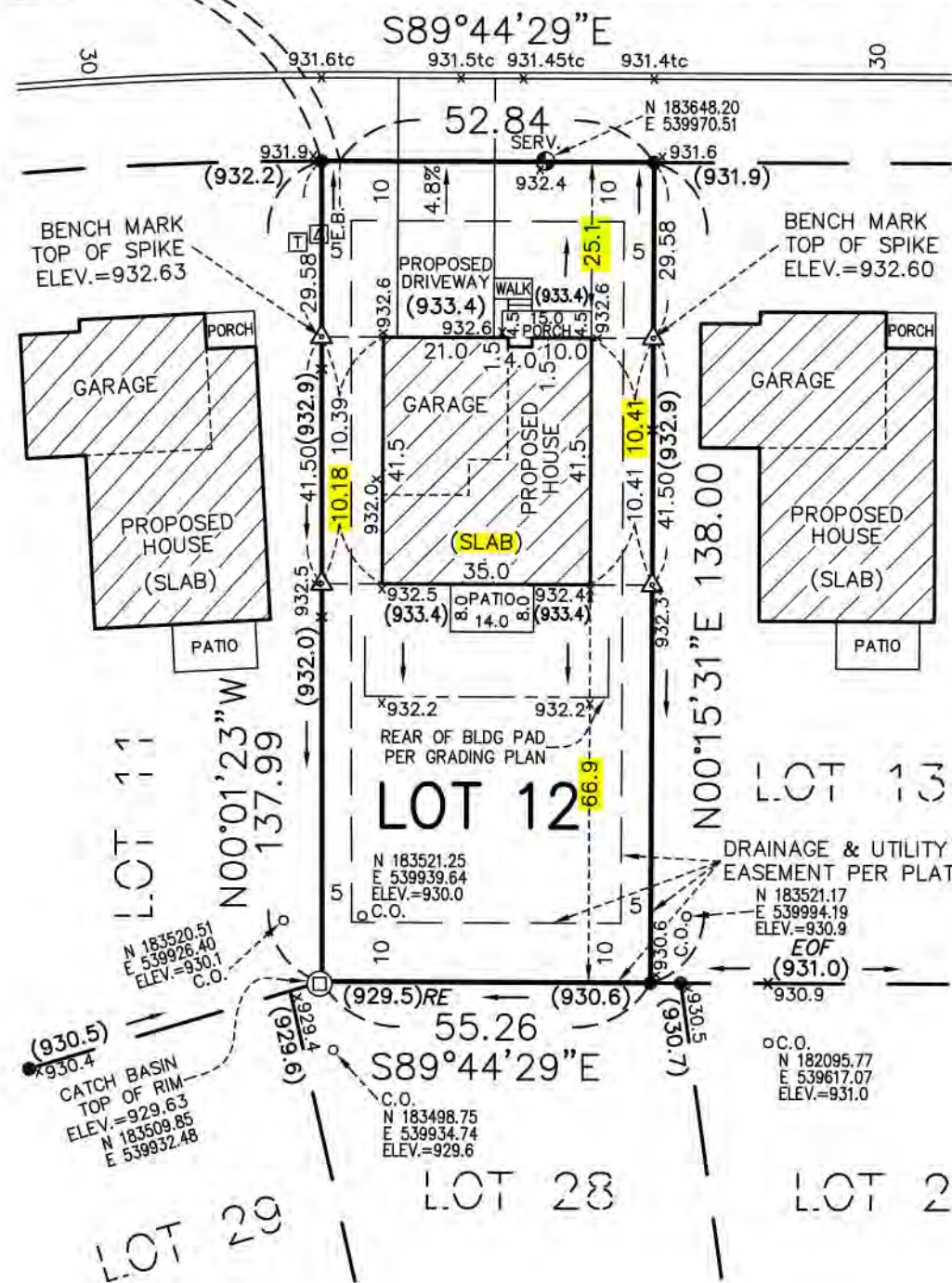
- 01/31/2025 – Buyer Purchase Agreement
- 03/20/2025 – Buyer Close Date

Creating homes for thousands of families in this city, Lakeville has been a valuable partner of D.R. Horton for over 30 years. We appreciate the flexibility in approval for this post-construction request.



$$\Delta = 0^\circ 16' 54''$$
$$R = 630.00$$
$$3.10$$

171ST STREET WEST



SETBACKS

Front	= 25 ft.
Side	= 7 ft.
Side (corner)	= 20 ft.
Rear	= 30 ft.

△	Denotes set spike
○	Denotes set iron monument
●	Denotes found iron monument
×	Denotes found scribed "x"
□	Denotes set hub
→	Denotes proposed drainage
tc	Denotes top of curb
x900.0	Denotes existing elevation
(930.0)	Denotes proposed elevation
x[900.0]	Denotes as-built elevation

PROPERTY DESCRIPTION

Lot 12, Block 6, BROOKSHIRE, Dakota County, Minnesota

PROPERTY ADDRESS

4824 171st Street West, Lakeville, Minnesota

NOTES

1. Bearings are based on the recorded plat.
2. Building dimensions shown are for horizontal and vertical placement of structure only. See architectural plans for building and foundation dimensions.
3. No specific soils investigation has been completed on this lot by James R. Hill, Inc. the suitability of soils to support the specific house proposed is not the responsibility of James R. Hill, Inc. or the surveyor.
4. No specific title search for existence or non-existence of recorded or un-recorded easements has been conducted by the surveyor as a part of this survey. Only easements per the recorded plat are shown.
5. Proposed grades shown were taken from the grading &/or development plan prepared by Westwood Professional Services, Inc.
6. Grading plan date/revision date: October 14, 2022
7. Plan No. x427-B 'HOLCOMBE'

BENCHMARK

Top nut of hydrant located at Lots 14 and 15, Block 6 = 934.37

FLOOR ELEVATIONS

	Proposed
Garage Floor @ Front	= 933.6
Garage Top of Foundation	= 934.0
House Top of Foundation	= 934.0
Lowest Floor	= 934.0

HARD COVER CALCULATIONS

Lot	= 7,673 sq. ft.
House/Garage	= 1,447 sq. ft.
Porch	= 74 sq. ft.
Driveway	= 481 sq. ft.
Sidewalk	= 30 sq. ft.
Patio	= 112 sq. ft.
Total Impervious	= 2,144 sq. ft. or 27.94% of lot

DRIVEWAY TOTAL = 708 S.F.

SURVEYOR'S CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota. That this survey does not purport to show all improvements, easements or encroachments, to the property except as shown thereon.

Signed this 28th day of June, 2024

Marcus F. Hampton, MN L.S. No. 47481

EXHIBIT C

James R. Hill, Inc.



CERTIFICATE OF SURVEY

FOR
D.R. HORTON, INC. - MINNESOTA

Lot 12, Block 6, BROOKSHIRE,
Dakota County, Minnesota

DRAWN BY
SHP

DATE
6/28/2024

REVISIONS
A 7/16/24 Client/Re-stake

CAD FILE
440627.dwg

PROJECT NO.
440627

SHEET 1 OF 1

LOT 12 BLOCK 6 - BROOKSHIRE

PLAN OPTIONS

LIVING ROOM HD-FLR

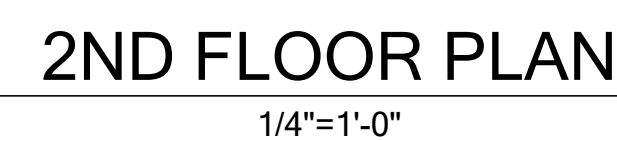
ELECTRIC FIREPLACE

IRRIGATION SYSTEM



NOTES:
 -9'-1 1/8" PLATE HEIGHT TYPICAL
 -WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
 -TYP. FIRST FLOOR WINDOW HEAD HEIGHT AT 7'-11 3/8" U.N.O.
 -BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR

ADDITIONAL NOTES
 INTERIOR SWING DOORS: RGH OPG HGT IS 83",
 THE WIDTH IS THE SIZE OF THE DOOR PLUS 2"
 INTERIOR BI-FOLD DOORS: RGH OPG HGT IS 82",
 THE WIDTH IS THE SIZE OF THE DOOR PLUS 1-1/2"



NOTES:
 -8'-1 1/8" PLATE HEIGHT TYPICAL
 -WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
 -TYP. SECOND FLOOR WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
 -BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR

1381 SQ. FT.
LIVING AREA



WINDOW & DOOR SCHEDULE- UPPER LEVEL					
CALL-OUT	#	LOCATION	U-FACTOR	SHGC	ROUGH OPENING
3050 SH	2	BEDROOM #3	0.31	0.31	36 1/4" X 60 1/4"
3050 SH	1	CLOSET	0.31	0.31	36 1/4" X 60 1/4"
2020 FX	1	BEDROOM #4	0.31	0.31	24" X 24"
3050 SH	1	BEDROOM #4	0.31	0.31	36 1/4" X 60 1/4"
3050 SH	1	STAIRS	0.31	0.31	36 1/4" X 60 1/4"
2W 3050 SH	1	BEDROOM #1	0.31	0.31	72 1/8" X 60 1/4"
2040 SH	1	BATH #1	0.31	0.31	24" X 48"
3050 SH	1	BEDROOM #2	0.31	0.31	36 1/4" X 60 1/4"

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are the exclusive property of D.R. Horton Inc.,
And may not be reproduced
or used without written consent.

EXHIBIT D.

X427 HOLCOMBE	3.0 X
PC#1133,1141,1143: 9-14-2023-LL	
PC#1155: 12-29-23-LL	
PERMIT/CONSTRUCT: 7-29-24-RK	



Date: 6/2/2025

Lord of Life Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving Lord of Life final plat and related agreements.

Overview

Esprit Townhomes, LLC has submitted a final plat application and plans for Lord of Life Townhomes consisting of 24 twin home lots, one common lot, and one outlot on 5.74 acres located south of Dodd Boulevard and east of Dodd Lane. The City Council approved the preliminary plat on April 7, 2025.

A development contract and related agreements are required for the proposed site improvements. City staff have determined that Lord of Life final plat plans are consistent with the approved preliminary plat and comply with Subdivision and Zoning Ordinance requirements.

Supporting Information

1. Resolution and Development Contract
2. May 19, 2025 Planning and Engineering Memos
3. Location Map and Plat

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

(Reserved for Dakota County Recording Information)

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE FINAL PLAT AND DEVELOPMENT CONTRACT
OF LORD OF LIFE TOWNHOMES**

WHEREAS, a Final Plat application has been submitted to the City for property legally described as:

That part of Lot 1, Block 1, LORD OF LIFE LUTHERAN CHURCH ADDITION, Dakota County, Minnesota, lying southerly of the following described line:

Commencing at the southwest corner of said Lot 1; thence North 04 degrees 23 minutes 36 seconds West assumed bearing along the west line of said Lot 1 a distance of 297.77 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 185.96 feet; thence South 00 degrees 34 minutes 10 seconds West a distance of 20.00 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 217.01 feet; thence North 00 degrees 34 minutes 05 seconds East a distance of 19.00 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 69.99 feet; thence North 51 degrees 08 minutes 40 seconds East a distance of 45.29 feet; thence North 66 degrees 17 minutes 10 seconds East a distance of 88.60 feet; thence South 82 degrees 50 minutes 13 seconds East a distance of 99.44 feet; thence South 51 degrees 57 minutes 36 seconds East a distance of 97.01 feet; thence South 21 degrees 05 minutes 00 seconds East a distance of 49.68 feet; thence North 83 degrees 29 minutes 36 seconds East a distance of 209.14 feet to the east line of said Lot 1 and said line there terminating.

WHEREAS, a public hearing concerning the preliminary plat was held by the Planning Commission in accordance with Minnesota Statutes and the preliminary plat was reviewed by 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 conforms to all applicable zoning and subdivision regulations and other standards applied by the City in the platting of the property; and

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. The **Lord of Life Townhomes** final plat is approved subject to the developer entering into a development contract, submittal of security requirements, payment of cash fees and the stipulations and requirements listed in the Planning Division and Engineering Division memorandums dated May 19, 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.

ADOPTED by the Lakeville City Council this 2nd day of June 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 **2nd** day of **June 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)

LORD OF LIFE TOWNHOMES

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **ESPRIT TOWNHOMES, LLC**, a Minnesota limited liability company (the "Developer").

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

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

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

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

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

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

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

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

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

Plan A - Plat

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

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

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

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Streets

E. Concrete Curb and Gutter

F. Street Lights

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

H. Underground Utilities

I. Setting of Iron Monuments

J. Surveying and Staking

K. Sidewalks and Trails

L. Retaining Walls

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

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

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

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

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

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

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

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

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

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

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

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

The plans include a detailed erosion and sediment control plan. The Developer is responsible for meeting 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. The Developer shall be responsible for the establishment of native vegetation along all stormwater treatment basin slopes that were disturbed. This will require a minimum of 2 years of maintenance to ensure establishment.

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

\$91,100	x 2%	= \$1,822.00
Grading Cost	2025 Rate	MS4 Administration Fee
Lord of Life Townhomes		Lord of Life Townhomes

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 two (2) 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 Developer must certify 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. Prior to issuance of building

permits, the soils observation and testing report, including referenced development phases and lot descriptions, and an as-built certified grading plan must be submitted and approved by City staff.

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

16. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, 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. Development of Lord of Life Townhomes includes grading modifications to an existing public stormwater management basin. The modifications lie within Outlot A, the existing basin is located off-site in Outlot B of Fieldstone Creek 1st Addition and provides rate control of stormwater runoff generated from the site. The stormwater management design is consistent with the City's stormwater management ordinance. The Developer is responsible for the restoration and establishment of native vegetation for any areas that are disturbed by expanding the existing basin. This will require a minimum of 2 years of management of the vegetation or until it is fully established.

The Developer shall construct public storm sewer systems within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basin located within Outlot A, Lord of Life Townhomes and Outlot B, Fieldstone Creek 1st Addition.

Draintile construction is required in areas of non-granular soils within Lord of Life Townhomes 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 been collected on the parent parcel.

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

20. SANITARY SEWER. Lord of Life Townhomes is located within subdistrict NC-20040 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.

The Developer shall construct and extend public sanitary sewer within the subdivision from an existing manhole located within Dodd Lane, at the west plat boundary.

The Sanitary Sewer Availability Charge has been collected on the parent parcel.

21. WATERMAIN. The Developer shall construct and extend public watermain within the subdivision from an existing stub located within Dodd Lane, at the west plat boundary.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction shall be from Dodd Boulevard. Construction traffic shall not be permitted south of the development.

23. PARKS, TRAILS, AND SIDEWALKS. The Developer shall install five-foot wide concrete sidewalks, with pedestrian curb ramps, along both sides of Esprit Court.

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:

24 units	x \$3,968.00	= \$95,232.00
Total Units	2025 Unit Rate	Park Dedication Fee
Lord of Life Townhomes		Lord of Life Townhomes

24. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee of \$1,000.00 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:

24 units	x \$40.48/unit	= \$971.52
Total Units	2025 Rate	Streetlight Operating Fee
Lord of Life Townhomes		Lord of Life Townhomes

25. 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:

24 units	x \$61.52/unit	x 0.50	= \$738.24
Total Units	2025 Rate	Utility Factor	Environmental Resources Fee
Lord of Life Townhomes			Lord of Life Townhomes

26. 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 \$115,000.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

The Developer shall provide details to verify compliance with the landscape requirements of Section 11-57-19 of the Zoning Ordinance.

27. TREE PRESERVATION. The plan identifies 4 significant trees on-site to be removed. The landscape trees along Dodd Lane will remain and will require tree protection fence be installed around them prior to grading activity.

All “save” trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance. Significant trees, as identified in the Lakeville Subdivision Ordinance, shall be protected and preserved through termination of all grading and construction activities.

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

- A. Implementation of the recommendations listed in the May 19, 2025, Planning Report, and May 19, 2025, Engineering Report.
- B. Before the City signs the final plat, the Developer shall convey Outlot A to the City by warranty deed, free and clear of any and all encumbrances.
- C. The twin home dwellings must demonstrate compliance with Zoning Ordinance requirements of Section 11-57-19 at the time of building permit issuance.
- D. A Homeowners Association must be established for the maintenance of the building exteriors and the ownership and maintenance of the common area lot. Prior to the issuance of building permits for the site, the Developer must submit Homeowners Association documents for review and approval by the City Attorney as well as proof of recording of the documents and conveyance of the common area lot to the Homeowners Association.
- E. 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 \$2,600.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 26 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.
- F. 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 \$2,340.00.

- G. 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 \$3,600.00 and consists of three (3) post-top streetlights lights at \$1,200.00 each.
- H. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

29. 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 \$945,614.29. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$140,875.00
B. Watermain	112,075.00
C. Storm Sewer/Draintile	20,400.00
D. Streets	334,835.00
E. Grading, Erosion Control and Vegetation Establishment	<u>131,200.00</u>
CONSTRUCTION SUB-TOTAL	<u>\$739,385.00</u>

OTHER COSTS:

A. Developer's Design (3.0%)	\$22,181.55
B. Developer's Construction Survey (2.5%)	18,484.63
C. City Legal Expenses (Est. 0.5%)	3,696.93
D. City Construction Observation (Est. 5.0%)	36,969.25
E. City Record Drawings (0.5%)	3,696.93
F. Landscaping	115,000.00
G. Streetlights	3,600.00
H. Lot Corners/Iron Monuments	<u>2,600.00</u>

OTHER COSTS SUB-TOTAL **\$206,229.29**

TOTAL SECURITIES: **\$945,614.29**

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

30. 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	95,232.00
B. MS4 Administration Fee	1,822.00
C. Traffic Control Signs	1,000.00
D. Streetlight Operating Fee	971.52
E. Environmental Resources Management Fee	738.24
F. Property Data and Asset/Infrastructure Management Fee	2,340.00
G. City Engineering Administration (3% for letters of credit)	<u>22,181.55</u>
TOTAL CASH REQUIREMENTS	\$124,285.31

31. 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.

32. 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.

33. 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.

34. 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 two (2) 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.

35. 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: Fabyanske Westra Hart & Thomson, P.A., 80 South 9th Street, Suite 1900, Minneapolis, MN 55402. 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.

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

CITY OF LAKEVILLE

(SEAL)

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

DEVELOPER:
ESPRIT TOWNHOMES, LLC

BY: _____
Its

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2025, by _____ the _____ of
ESPRIT TOWNHOMES, 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

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as
LORD OF LIFE TOWNHOMES

That part of Lot 1, Block 1, LORD OF LIFE LUTHERAN CHURCH ADDITION, Dakota County, Minnesota, lying southerly of the following described line:

Commencing at the southwest corner of said Lot 1; thence North 04 degrees 23 minutes 36 seconds West assumed bearing along the west line of said Lot 1 a distance of 297.77 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 185.96 feet; thence South 00 degrees 34 minutes 10 seconds West a distance of 20.00 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 217.01 feet; thence North 00 degrees 34 minutes 05 seconds East a distance of 19.00 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 69.99 feet; thence North 51 degrees 08 minutes 40 seconds East a distance of 45.29 feet; thence North 66 degrees 17 minutes 10 seconds East a distance of 88.60 feet; thence South 82 degrees 50 minutes 13 seconds East a distance of 99.44 feet; thence South 51 degrees 57 minutes 36 seconds East a distance of 97.01 feet; thence South 21 degrees 05 minutes 00 seconds East a distance of 49.68 feet; thence North 83 degrees 29 minutes 36 seconds East a distance of 209.14 feet to the east line of said Lot 1 and said line there terminating.

(Abstract Property)

[Platted as Lord Of Life Townhomes, Dakota County, Minnesota.]

**MORTGAGE HOLDER CONSENT
TO
DEVELOPMENT CONTRACT**

SECURITY FINANCIAL BANK, a Wisconsin state banking corporation, which holds:

1. A Mortgage, dated March 31, 2025, filed April 7, 2025, with the Office of the County Recorder, Dakota County, Minnesota, as Document No. **3670455**, in the amount of \$2,232,000.00 executed by Esprit Townhomes, LLC, a Minnesota limited liability company, as Mortgagors to Security Financial Bank as Mortgagee;

And

2. Assignment of Leases and Rents, by Esprit Townhomes, LLC, a Minnesota limited liability company to Security Financial Bank, dated March 31, 2025, filed April 7, 2025 with the Office of the County Recorder, Dakota County, Minnesota, as Document No. **3670456**;

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 FINANCIAL BANK

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 Financial Bank**, a Wisconsin banking corporation, 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

[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 Data)

WARRANTY DEED

STATE DEED TAX DUE HEREON: \$1.65

Dated: _____, 2025

FOR VALUABLE CONSIDERATION ESPRIT TOWNHOMES, LLC, a Minnesota limited liability company, Grantor, hereby conveys and warrants to the **CITY OF LAKEVILLE**, a Minnesota municipal corporation, Grantee, real property in Dakota County, Minnesota, described as follows:

Outlot A, Lord Of Life Townhomes, Dakota County, Minnesota, according to the recorded plat thereof.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

- A. Covenants, conditions, restrictions, declarations and easements of record, if any;
- B. Reservations of minerals or mineral rights by the State of Minnesota, if any;
- C. Building and zoning laws, ordinances, state and federal regulations.

Check box if applicable:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property has not changed since the last previously filed well disclosure certificate.

The consideration for this transfer was less than \$3,000.00.

Check here if all or part of the described real property is Registered (Torrens) ☐

GRANTOR:
ESPRIT TOWNHOMES, LLC

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

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ for **ESPRIT TOWNHOMES, LLC**, a Minnesota limited liability company, on behalf of said entity.

Notary Public
My commission expires

Tax Statements for the real property described in this instrument should be sent to (Include name and address of Grantee):
City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044

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



Memorandum

To: Tina Goodroad, Community Development Director
From: Heather Botten, Senior Planner
Date: May 19, 2025
Subject: Lord of Life Townhomes Final Plat
ACTION DEADLINE: July 4, 2025

BACKGROUND

Esprit Townhomes, LLC has submitted a final plat application and plans for Lord of Life Townhomes consisting of 24 twin home lots, one common lot, and one outlot on 5.74 acres located south of Dodd Boulevard and east of Dodd Lane. The City Council approved the preliminary plat on April 7, 2025.

EXHIBITS:

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

PLANNING ANALYSIS

Existing Conditions. The Lord of Life Townhomes final plat area consists of one parcel that was administratively subdivided from Lot 1, Block 1, Lord of Life Lutheran Church Addition, in conjunction with the approval of the Lord of Life Townhomes preliminary plat. Previously the site was open space and future expansion area for the Lord of Life Church.

Zoning. The property is zoned RST-2-, Single- and Two-Family Residential District, in which twinhomes are a permitted use.

Lot Requirements. The following minimum requirements for twinhome building setbacks in the RST-2 District are as follows:

	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 Lord of Life Townhomes final plat have sufficient area to accommodate the twinhome units.

Lot Area. 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 Lord of Life Townhomes final plat has an average of over 9,600 square feet per unit, which exceeds the minimum requirements of the RST-2 District.

Outlots. There is one outlot, Outlot A, which is 0.41 acres, consisting of a stormwater management basin that will be deeded to the City with the final plat.

Density. The Lord of Life Townhomes final plat consists of 24 twin home lots on 5.74 acres. This results in a gross density of 4.18 units per acre. Excluding the stormwater pond outlot, the overall net density is 4.50 units per acre.

Townhouse Building Plans. The developer has submitted building elevations and floor plans for the 24 proposed twin home dwellings.. The exterior materials and garage size must comply with the requirements of Section 11-57-19 of the Zoning Ordinance.

Streets/Sidewalks. The plat includes construction of one public street, Esprit Court, which will be a permanent cul-de-sac street extending east from Dodd Lane. A variance was approved for the cul-de-sac length with the preliminary plat. Five-foot-wide concrete sidewalks are proposed to be constructed on both sides of Esprit Court, which will connect to the public sidewalk on Dodd Lane.

Grading, Drainage, Erosion Control, and Utilities. The final plat includes grading, drainage, erosion control, and utility plans. All existing and new local utilities shall be placed underground. Grading, Drainage, erosion control, and utilities details are outlined in the May 19, 2025 engineering report prepared by Alanna Sobottka, Civil Engineer and McKenzie Cafferty, Environmental Resources Manager.

Landscaping. A landscape plan dated 04-28-25 was approved in conjunction with the Lord of Life Townhomes preliminary plat. 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. The Developer must submit \$115,000 to guarantee the installation of landscaping per the approved plan.

The landscape plan shall be amended to identify minimum shrub sizes, not plant pot size. Low growing shrubs shall be 18 to 24 inches and tall growing shrubs shall be 24 to 36 inches as required by Section 11-21-9 of the Zoning Ordinance.

Tree Preservation Plan. The plan identifies four significant trees on-site to be removed. The landscape trees along Dodd Lane will remain and will require tree protection fence be installed around them prior to grading activity.

Park Dedication. The City's Comprehensive Parks, Trails, and Open Space Plan does not identify any future park needs in the area of the final plat. The park dedication rate for medium density residential properties is \$3,968 per unit. The Developer shall pay \$95,232 in park dedication fees with the final plat (24 units x \$3,968).

Homeowners Association. A homeowner's association will be required to be established for exterior maintenance of all townhome units as well as ownership and maintenance of the common area lot. The Developer must provide documents establishing a homeowners association (HOA) for review and approval by the City Attorney, then provide proof of recording the HOA documents, including deeding the common area lot to the HOA, prior to the issuance of building permits.

Signs. No subdivision identification monument signs are proposed with the Lord of Life Townhomes plat. All signs require a permit and shall comply with the Zoning Ordinance.

RECOMMENDATION

Community Development staff recommends approval of the Lord of Life Townhomes final plat, subject to the following stipulations:

1. The recommendations listed in the May 19, 2025 engineering report.
2. Outlot A must be deeded to the City with the final plat.
3. The developer shall pay \$95,232 in park dedication fees with the final plat.
4. The landscape plan dated 04-28-25, shall be revised to identify minimum shrub sizes, not plant pot size as required by Section 11-21-9 of the Zoning Ordinance. Prior to a final landscape inspection, an as-built landscape plan must be submitted to the City. A security of \$115,000.00 is required to be submitted with the final plat to guarantee installation of the landscaping.
5. Prior to the issuance of building permits, the Developer must submit documents establishing a homeowners association for ownership of the common lot and maintenance of said common lot and building exteriors. The HOA documents must be reviewed and approved by the City Attorney and recorded with Dakota County.



Memorandum

To: Heather Botten, Senior Planner
From: Alanna Sobottka, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Copy: Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Zach Johnson, City Engineer
David Mathews, Building Official
Date: May 19, 2025
Subject: Lord of Life Townhomes

- Final Plat
- Final Grading and Erosion Control Plan
- Final Landscape Plan
- Final Utility Plan

BACKGROUND

Frisbie Companies has submitted a final plat named Lord of Life Townhomes. The parent parcel (PID No. 22-46300-01-012) consists of a portion of Lot 1, Block 1, Lord of Life Lutheran Church Addition that was administratively subdivided in late 2024 and is zoned RST-2, Single and Two Family Residential District. The proposed development is located east of and adjacent to Dodd Lane, south of Dodd Boulevard, and west of Pilot Knob Road.

The final plat consists of 24 twinhome lots and one common area lot within one block, with one outlot on 5.74 acres. The Developer is dedicating 1.04 acres for Esprit Court right-of-way.

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

Outlot A: Stormwater management basin; deeded to City (0.41 acres)

The proposed development will be completed by:

Developer: Esprit Townhomes, LLC
Engineer: Kimley-Horn

SITE CONDITIONS

The site consists of undeveloped land. Lord of Life Lutheran Church lies to the north and adjacent to the parcel. Various residential developments lie to the east, south, and west of the site. The site is located within the North Creek Stormwater District with the site generally draining north to south.

STREET AND SUBDIVISION LAYOUT

Dodd Lane

Lord of Life Townhomes is located east of and adjacent to Dodd Lane, a City roadway classified as a local road. No additional right-of-way dedication is required on the final plat.

Dodd Lane is constructed as a two-lane undivided rural roadway, with a five-foot-wide sidewalk along both sides.

Esprit Court

Development of Lord of Life Townhomes includes the construction of Esprit Court, a local roadway. Esprit Court is designed as a 32-foot-wide urban local roadway with concrete sidewalk along both sides, within a 60-foot wide right-of-way.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction shall be from Dodd Boulevard. Construction traffic shall not be permitted south of the development.

PARKS, TRAILS AND SIDEWALKS

Development of Lord of Life Townhomes includes the construction of public sidewalks. Five-foot-wide concrete sidewalks, with pedestrian curb ramps, shall be installed along both sides of Esprit Court.

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:

24 units	x \$3,968.00	= \$95,232.00
Total Units	2025 Unit Rate	Park Dedication Fee
Lord of Life		Lord of Life
Townhomes		Townhomes

UTILITIES

SANITARY SEWER

Lord of Life Townhomes is located within subdistrict NC-20040 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 Lord of Life Townhomes includes construction of public sanitary sewer. Sanitary sewer will extend within the subdivision from an existing manhole located within Dodd Lane, at the west plat boundary.

The Sanitary Sewer Availability Charge has been collected on the parent parcel.

WATERMAIN

Development of Lord of Life Townhomes includes construction of public watermain. Watermain will extend within the subdivision from an existing stub located within Dodd Lane, at the west plat boundary.

DRAINAGE AND GRADING

Lord of Life Townhomes is located within subdistrict NC-15 of the North Creek stormwater district.

Development of Lord of Life Townhomes includes grading modifications to an existing public stormwater management basin. The modifications lie within Outlot A, the existing basin is located off-site in Outlot B of Fieldstone Creek 1st Addition and provides rate control of stormwater runoff generated from the site. The stormwater management design is consistent with the City's stormwater management ordinance. The developer is responsible for the restoration and establishment of native vegetation for any areas that are disturbed by expanding the existing basin. This will require a minimum of 2 years of management of the vegetation or until it is fully established.

The Developer must certify 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. Prior to issuance of building permits, the soils observation and testing report, including referenced development phases and lot descriptions, and an as-built certified grading plan must be submitted and approved by City staff.

Lord of Life Townhomes 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 Lord of Life Townhomes includes the construction of public storm 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 basin located within Outlot A, Lord of Life Townhomes and Outlot B, Fieldstone Creek 1st Addition.

Draintile construction is required in areas of non-granular soils within Lord of Life Townhomes 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 been collected on the parent parcel.

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

FEMA FLOODPLAIN ANALYSIS

Lord of Life Townhomes is shown on the Flood Insurance Rate Map (Map Nos. 27037C0208E; 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

The plan identifies four significant trees on-site to be removed. The landscape trees along Dodd Lane will remain and will require tree protection fence be installed around them prior to grading activity.

All "save" trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance. Significant trees, as identified in the Lakeville Subdivision Ordinance, shall be protected and preserved through termination of all grading and construction activities.

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. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. The developer shall be responsible for the establishment of native vegetation along all stormwater treatment basin slopes that were disturbed. This will require a minimum of two years of maintenance to ensure establishment.

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

\$91,100	x 2%	= \$1,822.00
Grading Cost Lord of Life Townhomes	2025 Rate	MS4 Administration Fee Lord of Life Townhomes

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Lord of Life Townhomes. Construction costs are based upon estimates submitted by the Developer's engineer on May 21, 2025.

CONSTRUCTION COSTS

Sanitary Sewer	\$ 140,875.00
Watermain	112,075.00
Storm Sewer	20,400.00
Street Construction	334,835.00
Grading, Erosion Control and Vegetation Establishment	131,200.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 739,385.00

OTHER COSTS

Developer's Design (3.0%)	\$ 22,181.55
Developer's Construction Survey (2.5%)	18,484.63
City's Legal Expense (0.5%)	3,696.93
City Construction Observation (5.0%)	36,969.25
Developer's Record Drawing (0.5%)	3,696.93
Landscaping	115,000.00
Streetlights	3,600.00
Lot Corners/Iron Monuments	2,600.00
SUBTOTAL - OTHER COSTS	238,279.28
TOTAL PROJECT SECURITY	\$977,664.28

The street light security totals \$3,600 which consists of two (3) 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 \$2,600.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

A cash fee of \$1,000.00 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:

$$\begin{array}{rcl}
 24 \text{ units} & \times \$40.48/\text{unit} & = \$971.52 \\
 \text{Total Units} & \text{2025 Rate} & \text{Streetlight Operating Fee} \\
 \text{Lord of Life} & & \text{Lord of Life Townhomes} \\
 \text{Townhomes} & &
 \end{array}$$

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

$$\begin{array}{rclcl}
 24 \text{ units} & \times \$61.52/\text{unit} & \times 0.50 & = \$738.24 \\
 \text{Total Units} & \text{2025 Rate} & \text{Utility Factor} & \text{Environmental Resources Fee} \\
 \text{Lord of Life} & & & \text{Lord of Life Townhomes} \\
 \text{Townhomes} & & &
 \end{array}$$

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

$$\begin{array}{rcl}
 26 \text{ lots} & \times \$90.00/\text{unit} & = \$2,340.00 \\
 \text{Lots/Outlots} & \text{2025 Rate} & \text{Property Data \& Asset/Infrastructure Mgmt. Fee} \\
 \text{Lord of Life} & & \text{Lord of Life Townhomes} \\
 \text{Townhomes} & &
 \end{array}$$

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.

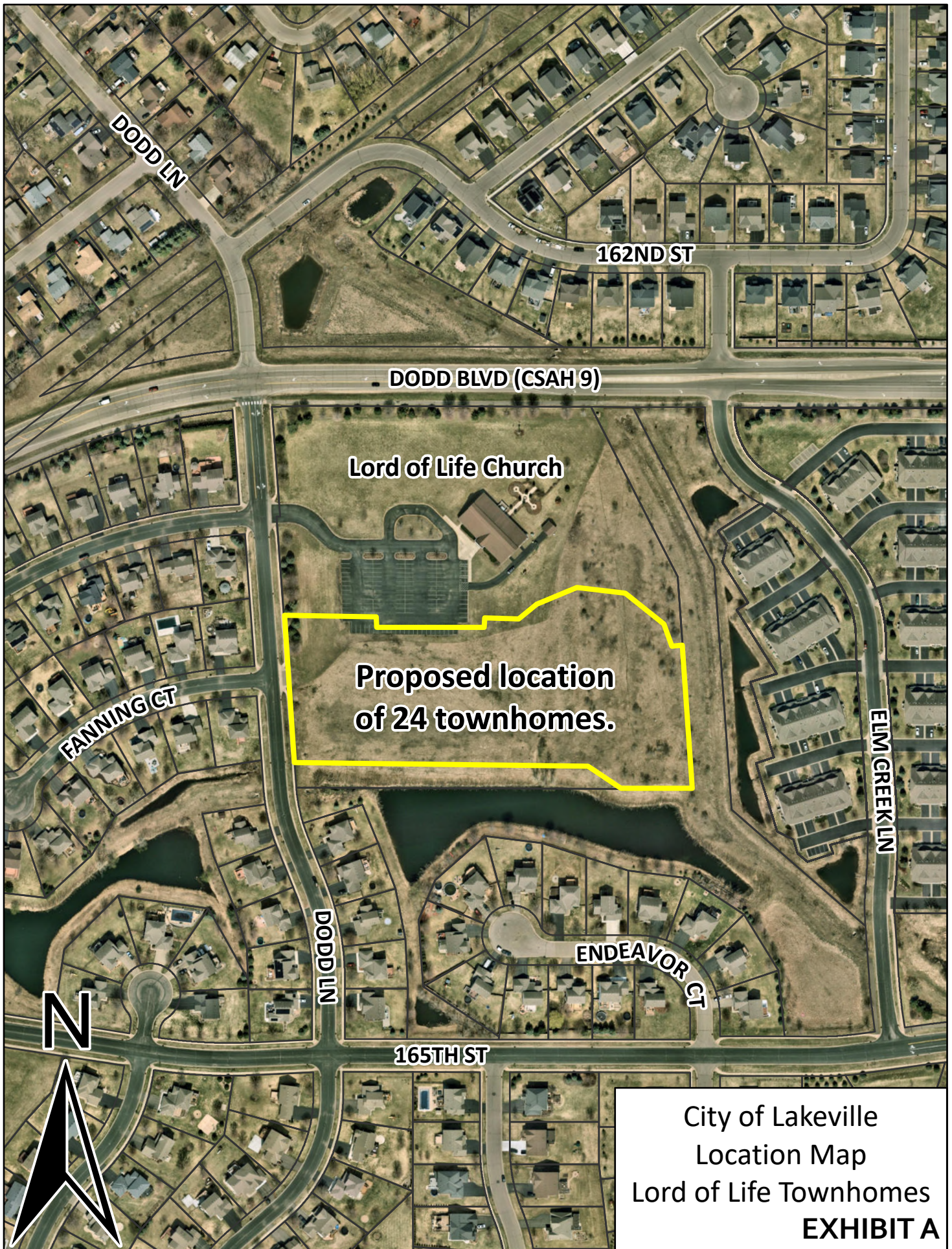
The Developer shall pay a cash fee for City Engineering Administration. The fee for City Engineering Administration is based on three percent (3.00%) of the estimated construction cost, or \$22,181.55.

CASH REQUIREMENTS

Park Dedication	95,232.00
MS4 Administration Fee	1,822.00
Traffic Control Signs	1,000.00
Streetlight Operating Fee	971.52
Environmental Resources Management Fee	738.24
Property Data and Asset/Infrastructure Management Fee	2,340.00
City Engineering Administration (3.00%)	22,181.55
TOTAL CASH REQUIREMENTS	\$ 124,285.31

RECOMMENDATION

Engineering recommends approval of the Lord of Life Townhomes final plat, final grading and erosion control plan, final utility plan, and final landscape plan subject to the requirements and stipulations within this report.



City of Lakeville
Location Map
Lord of Life Townhomes
EXHIBIT A

LORD OF LIFE TOWNHOMES

KNOW ALL PERSONS BY THESE PRESENTS: That Esprit Townhomes LLC, a Minnesota limited liability company, fee owner of the following described property:

That part of Lot 1, Block 1, LORD OF LIFE LUTHERAN CHURCH ADDITION according to the recorded plat thereof, Dakota County, Minnesota lying southerly of the following described line:

Commencing at the southwest corner of said Lot 1; thence North 04 degrees 23 minutes 36 seconds West assumed bearing along the west line of said Lot 1 a distance of 297.77 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 185.96 feet; thence South 00 degrees 34 minutes 10 seconds West a distance of 20.00 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 217.01 feet; thence North 00 degrees 34 minutes 05 seconds East a distance of 19.00 feet; thence South 89 degrees 25 minutes 50 seconds East a distance of 69.99 feet; thence North 51 degrees 08 minutes 40 seconds East a distance of 45.29 feet; thence North 66 degrees 17 minutes 10 seconds East a distance of 88.60 feet; thence South 82 degrees 50 minutes 13 seconds East a distance of 99.44 feet; thence South 51 degrees 57 minutes 36 seconds East a distance of 97.01 feet; thence South 21 degrees 05 minutes 00 seconds East a distance of 49.68 feet; thence North 83 degrees 29 minutes 36 seconds East a distance of 20.14 feet to the east line of said Lot 1 and said line there terminating.

Has caused the same to be surveyed and platted as LORD OF LIFE TOWNHOMES and does hereby dedicate to the public the ways and easements for drainage and utility purposes as created by this plat.

In witness whereof said Esprit Townhomes, LLC, a Minnesota limited liability company, has caused these presents to be signed by its managing member, Frisbie Properties and it's proper officer this _____day of _____, 2025

Signed: Frisbie Properties as Managing Member of Esprit Townhomes, LLC

MATHEW J. FRISBIE, Trustee of The MATHEW and SHARI FRISBIE TRUST DATED DECEMBER 21, 2017

SHARI K. FRISBIE, Trustee of The MATHEW and SHARI FRISBIE TRUST DATED DECEMBER 21, 2017

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me this _____day of _____, 2025 by MATHEW J. FRISBIE, Trustee and SHARI K. FRISBIE, Trustee of The MATHEW and SHARI FRISBIE TRUST DATED DECEMBER 21, 2017, Sole Member of Frisbie Properties, LLC, a Wisconsin limited liability company, as managing member of Esprit Townhomes, LLC, a Minnesota limited liability company on behalf of the company.

(signature)

(printed name)

Notary Public, _____County, _____
My Commission Expires _____

I Daniel L. Thurmes 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 _____, 2025

Daniel L. Thurmes, Licensed Land Surveyor
Minnesota License No. 25718

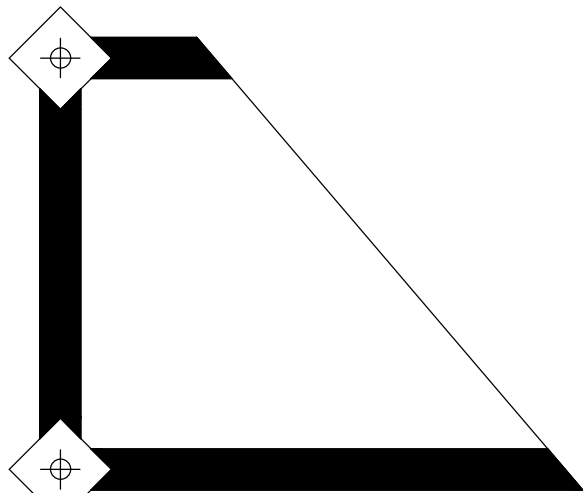
LEGEND

• DENOTES FOUND 1/2 INCH IRON PIPE WITH NO CAP UNLESS OTHERWISE NOTED.

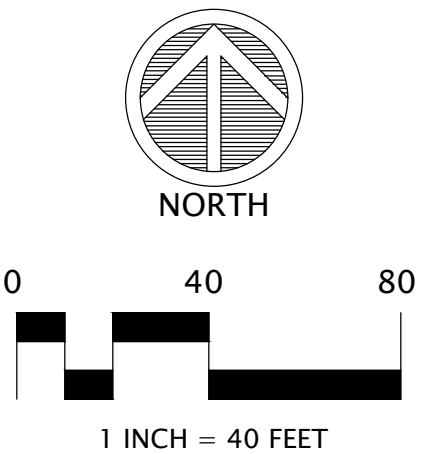
○ DENOTES 1/2 INCH X 14 INCH IRON PIPE SET AND MARKED WITH MINNESOTA LICENSE NO. 25718 (MONUMENTS TO BE SET WITHIN ONE YEAR AFTER RECORDING OF THE PLAT)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

Being 10.00 feet in width and adjoining public ways and 10.00 feet in width and adjoining rear lot lines, unless otherwise shown on this plat.

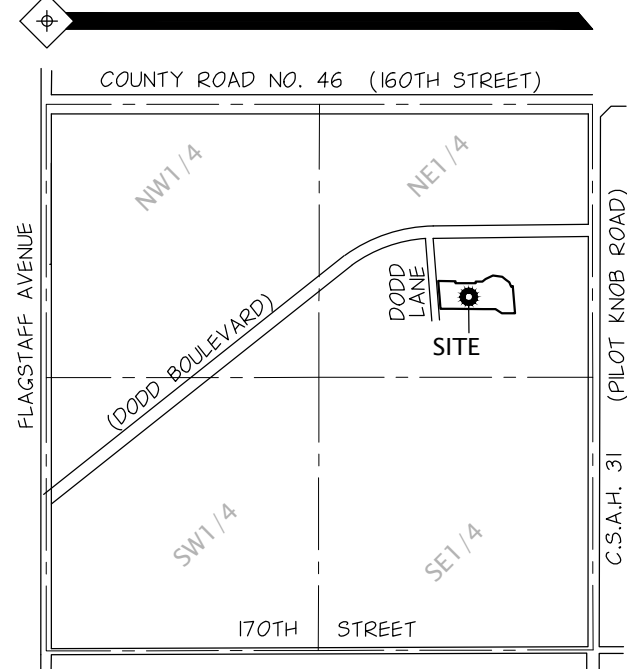


CORNERSTONE
LAND SURVEYING, INC.



For the purposes of this survey the south line of Lot 1, Block 1, LORD OF LIFE CHURCH ADDITION is assumed to bear S89°22'34"E.

VICINITY MAP



SEC. 2, TWP. 114, RNG. 20,
DAKOTA COUNTY, MN

STATE OF MINNESOTA
COUNTY OF WASHINGTON
This instrument was acknowledged before me this _____ day of _____, 2025, by
Daniel L. Thurmes, a Licensed Land Surveyor.

By: _____
Notary Public Dakota County. (PRINTED)
My Commission Expires January 31, 2030

CITY COUNCIL, CITY OF LAKEVILLE, MINNESOTA
This plat of LORD OF LIFE TOWNHOMES was approved and accepted by the City Council of the City of Lakeville, Minnesota, at a regular meeting thereof held this _____ day of _____, 2025, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor
Attest: _____, City Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd 11, this plat has been reviewed and approved this _____ day of _____, 2025.

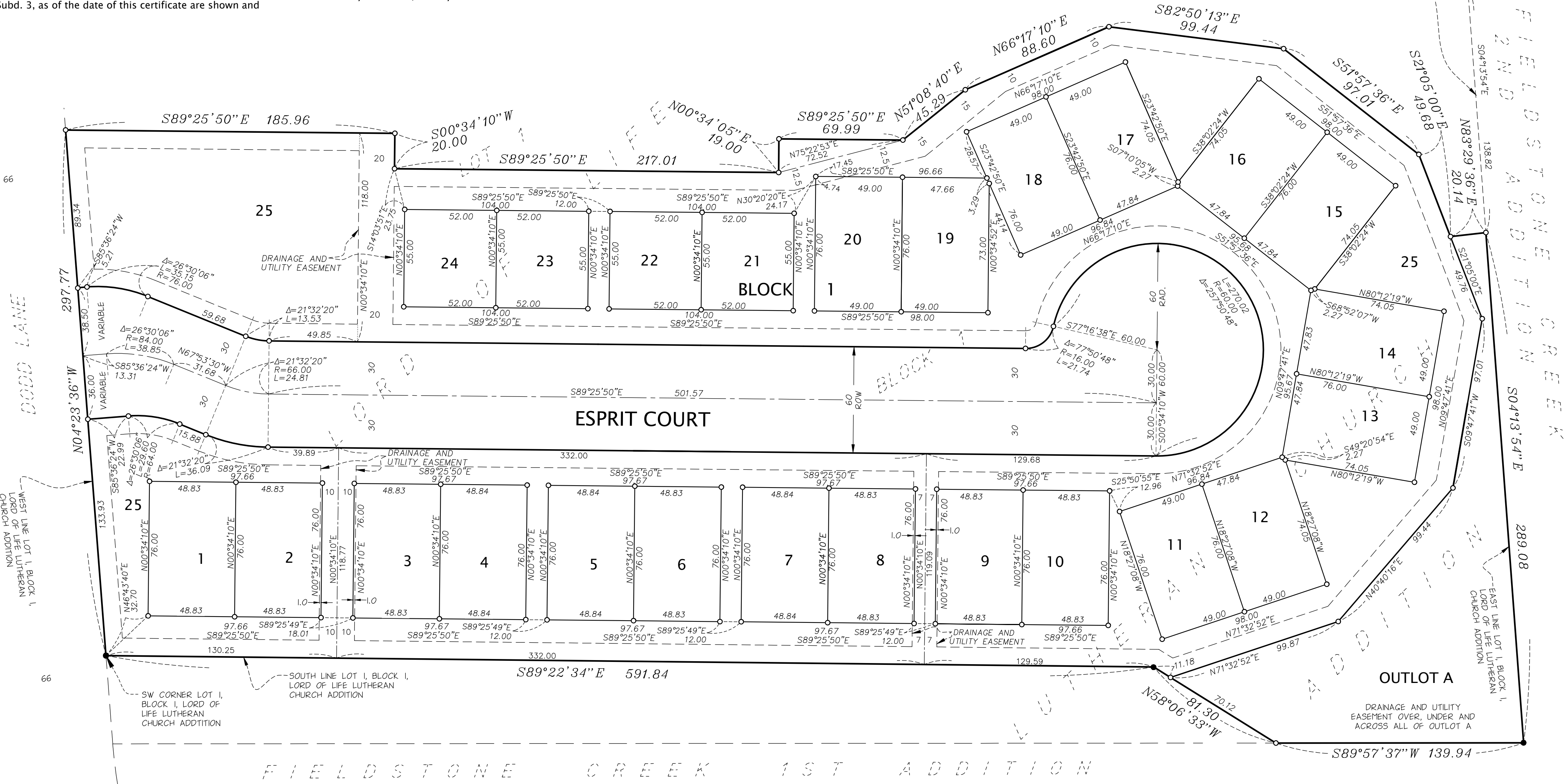
By: _____
Todd B. Tollefson, Dakota County Surveyor

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 _____, 2025

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 LORD OF LIFE TOWNHOMES was filed in the office of the County Recorder for public record on this _____ day of _____, 2025, at _____ o'clock _____.M. and was duly filed in Book _____ of Plats, Page _____ as Document No. _____.

By: _____
Amy A. Koethe, County Recorder



INSET MAP

LORD OF LIFE
LUTHERAN CHURCH
TOWNHOMES

DESIGN CONTACT:

Alan Catchpool
KIMLEY-HORN
767 Eustis Street
Suite 100
St. Paul, MN 55114
Email: alan.catchpool
@kimley-horn.com
Phone: 651 393 6164

DEVELOPER:

Matt Frisbie, AIA
Frisbie Companies
matt@frisbiecompanies.com
Cell: 612-770-5784

OWNER: Lord of Life Lutheran
Church

COUNTY/CITY:

DAKOTA
COUNTY

CITY OF
LAKEVILLE

REVISIONS:

DATE	REVISION
10-17-2024	INITIAL ISSUE
10-21-2024	UPDATES
11-11-2024	UPDATES
11-15-2024	ROW/SETBACK
01-27-2025	CITY REV
02-24-2025	CITY REV
03-01-2025	STORM BY LOT 20

CERTIFICATION:

I hereby certify that this plan was prepared by
me, or under my direct supervision, and that I am
a duly Licensed Land Surveyor under the laws of
the State of Minnesota.

Daniel L. Thurmes Registration Number: 25718
Date: 10-17-2024

PROJECT LOCATION:

16200
DODD LANE
PID#22-46300-01-010

Suite #200
1970 Northwestern Ave
Stillwater, MN 55082
Phone 651.275.8969
Fax 651.275.8976
dan@
cssurvey
.net

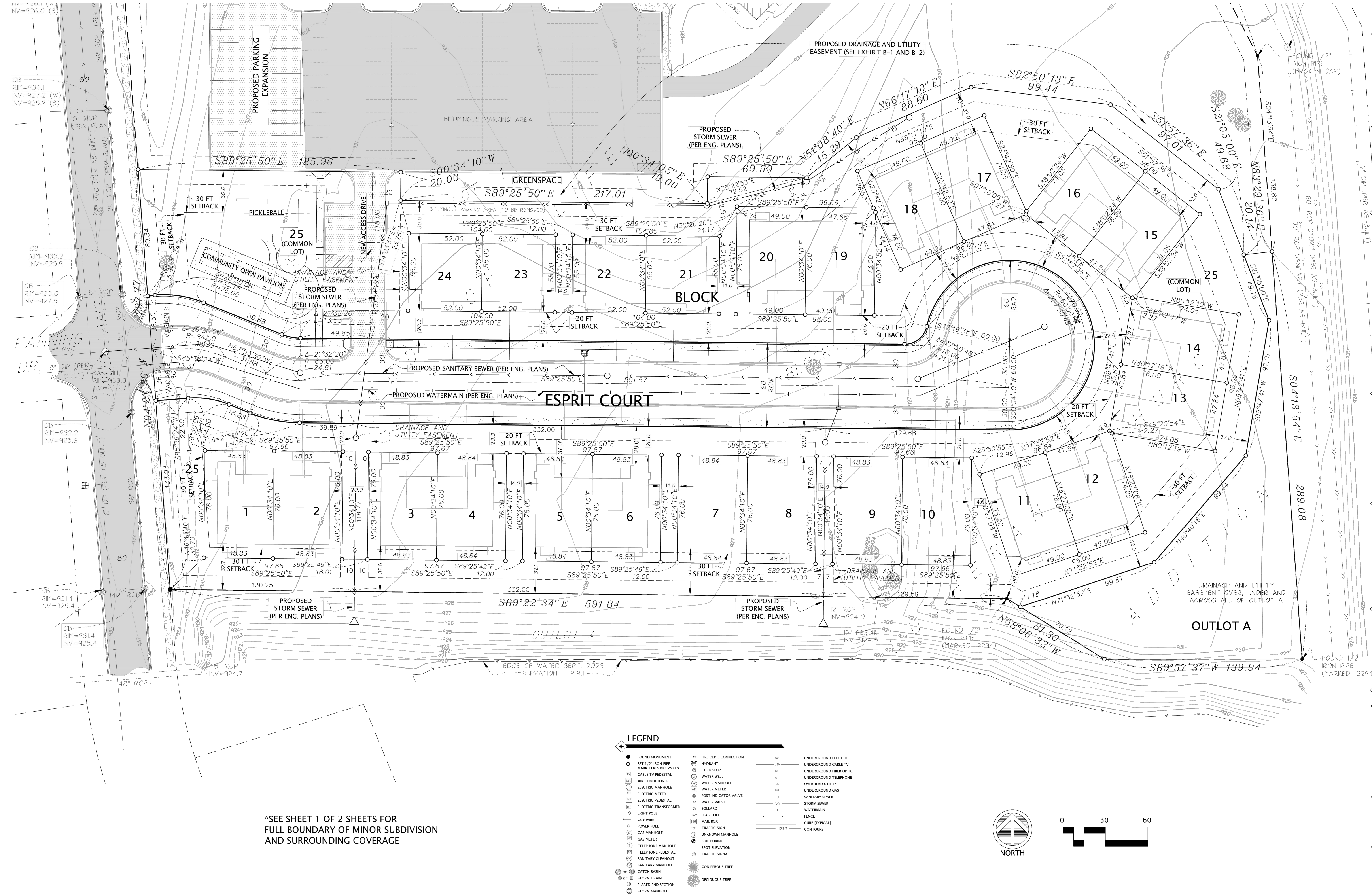
CORNERSTONE
LAND SURVEYING, INC.

FILE NAME SURVKH22
PROJECT NO. KH23022

PRELIMINARY
PLAT

SHEET 2 OF 2 SHEETS

6103 of 301





Date: 6/2/2025

Amelia Meadows Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the Amelia Meadows final plat.

Overview

U.S. Home, LLC has submitted a final plat application for 49 single family lots and five outlots on 76.11 acres of land located east of Cedar Avenue (CSAH 23) and north of 200th Street (CR 64). The Amelia Meadows preliminary plat of 88 single family lots and 144 attached townhome lots was approved by the City Council on November 18, 2024. The Amelia Meadows final plat is consistent with the approved preliminary plat. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

Supporting Information

1. Final plat resolution
2. Signed Development Contract
3. April 29, 2025 Planning and Engineering reports & exhibits

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

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

Report Completed by: Kris Jenson, Planning Manager

(Reserved for Dakota County Recording Information)

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

RESOLUTION APPROVING THE FINAL PLAT OF AMELIA MEADOWS

WHEREAS, the owner of the property described as **AMELIA MEADOWS** 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. **AMELIA MEADOWS** final plat is approved subject to the development contract and security requirements.
2. The Mayor and City Clerk are hereby authorized to execute the development contract, final plat mylars, and all other documents required pursuant to the development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 2nd day of June 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 2nd day of **June 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)

AMELIA MEADOWS

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **U.S. HOME, LLC**, a Delaware limited liability company (the "Developer").

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

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

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

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

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

5. PRELIMINARY PLAT STATUS. If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within three (3) 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 Watermain

- 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 meeting all the requirements of the MPCA Construction Permit. Redundant silt fence is required along all wetlands and waterways that do not have a 50-foot established buffer.

The Developer is responsible for the establishment of native vegetation around all stormwater treatment basins, channel restoration and buffer areas. The Developer shall submit a management plan including a schedule for maintenance to the city for approval.

Additional erosion control measures may be required during construction as deemed necessary by City staff or the Vermillion River Watershed JPO. 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:

\$1,999,483.00	x 2% Grading Costs	= \$39,989.66
Grading Cost	2025 Rate	MS4 Administration Fee
Amelia Meadows		Amelia Meadows

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

Amelia Meadows 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.

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. The Developer shall construct seven (7) publicly owned and maintained stormwater management basins and stabilization and alteration of one (1) publicly owned and maintained channel to collect and treat the stormwater runoff generated from the site. The basins will outlet to the channel within the final plat area. The channel flows west to east into the City of Farmington.

The stormwater management basins and channel will be located within Outlots C, D and E which will be conveyed to the City with the final plat. The stormwater basin design is consistent with City requirements.

The Developer shall install public storm sewer 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 and channel located within Outlots C, D and E. The channel conveys the stormwater off site to the eastern plat boundary into City of Farmington.

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

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

Storm Sewer Charge Summary			
Gross Area of Amelia Meadows			3,315,538.00 s.f.
Less Area of Outlot A (Future Development)		(-)	2,327,148.00 s.f.
Less Area of Outlot B (Future Development)		(-)	27,782.00 s.f.
Less Area of Cedar Avenue and 200 th Street Right-of-Way		(-)	190,793.00 s.f.
Total Storm Sewer Charge Area (Single-Family)		=	769,815.00 s.f.
769,815.00 s.f.	x \$0.178/s.f.	= \$137,027.07	
Net Area	2025 Unit Rate	Storm Sewer Charge	
Amelia Meadows	(Single-Family)	Amelia Meadows	

The Storm Sewer Charge for Outlots A and B will be collected with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

20. SANITARY SEWER. Amelia Meadows is located within subdistrict FO-60100 of the Farmington Outlet sanitary sewer district as identified in the City’s Sanitary Sewer Comprehensive Plan.

The Developer shall construct and extend 8-inch sanitary sewer within the subdivision. The wastewater from the development will be conveyed via existing trunk sanitary sewer to the MCES Farmington Interceptor and continue to the Empire Wastewater Treatment Facility. Cedar Hills North will extend the trunk sanitary sewer line through the development to the northern plat boundary. A Direct Connection Permit is required from the Metropolitan Council for the connection to the interceptor. The development shall coordinate placement of a sanitary sewer meter within the development in accordance with requirements set forth by the Metropolitan Council. The City shall credit the Developer \$78,370.00 for the oversizing of the trunk sanitary sewer constructed with the development improvements. The credit will be based on the cost difference between 8-inch sewer and the sewer that will be installed. The credit will be applied to the Developer’s final plat cash fees and will be based on an estimate provided by the Developer’s engineer.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and shall be paid by the Developer with the final plat, calculated as follows:

49 units	x \$327.00	= \$16,023.00
Total Units	2025 Unit Rate	Sanitary Sewer Availability Charge
Amelia Meadows		Amelia Meadows

The Sanitary Sewer Availability Charge for Outlots A and B will be collected with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

21. WATERMAIN. The Developer shall extend 8-inch watermain within the development to provide water service to the subdivision. The Developer shall extend 8-inch watermain to the northern plat boundary at Gallifrey Way and Road 11 to service future development.

Consistent with the City's Comprehensive Water System Plan, trunk watermain extensions are required to be completed with the preliminary plat. The Developer shall extend 16-inch trunk watermain along the east side of Cedar Avenue from 200th Street to the north plat boundary. The Developer shall extend 12-inch trunk watermain along Gadfly Way and Road 6 to the north plat boundary.

The City shall credit the Developer \$37,900.00 for the oversizing of the trunk watermain in the development. The credit will be based on the cost difference between 8-inch watermain and the oversized watermain that will be installed. The credit will be applied to the Developer's final plat cash fees and will be based on an estimate provided by the Developer's engineer.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction will be from 200th Street.

23. UNDERGROUNDING. Overhead electric service lines and poles are located along the east side of Cedar Avenue within the western final plat area. The Developer is required to remove the poles and place the service utilities underground with the final plat, consistent with the City's Public Ways and Property Ordinance. The developer shall provide a \$5,000.00 security with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations.

24. 200TH STREET IMPROVEMENTS. The Developer shall install two (2) full access intersections along 200th Street with the development improvements. The Developer shall be responsible for construction of right turn and acceleration lanes as required by Dakota County at the proposed access locations. Building permits will not be permitted until the improvements are completed.

25. PARK, TRAILS, AND SIDEWALKS. The City's Parks, Trails and Open Space Plan does not designate a park within Amelia Meadows.

The Developer shall install five-foot wide concrete sidewalks, with pedestrian curb ramps along one side of all local streets except for the Gadston Lane Cul-de-Sac. The Developer shall install five-foot-concrete sidewalks, with pedestrian curb ramps along both sides of Gallifrey Way. The Developer shall install bituminous trails along the north side of 200th Street (10-feet wide) from the eastern plat boundary to the western plat boundary, the east side of Cedar Avenue (10-feet wide) from the southern plat boundary

to the northern plat boundary, and along the proposed drainageway (8-feet-wide from 200th Street to Gadfly Way. The Developer shall complete an ADA-compliant pedestrian crossing of 200th Street at the intersection of 200th Street and Cedar Avenue. The Developer will be responsible for 100% of the grading and restoration for the bituminous trails. The City shall provide a credit to the Developer in the amount of \$49,275.00 to the final plat cash fees for the City's 3/8th share (excluding grading and restoration) of the trail construction costs for the trails along 200th Street and Cedar Avenue.

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:

49 units	x \$5,832.00	= \$285,768.00
Total Units (Low-Density)	2025 Unit Rate	Park Dedication Fee
Amelia Meadows	(Low-Density)	Amelia Meadows

The Developer shall satisfy the park dedication requirement for Outlots A and B with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) 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.

26. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee of \$5,525.00 for traffic control signs with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an additional \$300.00 for each mobilization.

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

49 units	x \$40.48/unit	= \$1,983.52
Total Units	2025 Rate	Streetlight Operating Fee
Amelia Meadows		Amelia Meadows

27. 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:

49 units	x \$61.52/unit	= \$3,014.48
Total Units (Single Family)	2025 Rate	Environmental Resources Fee
Amelia Meadows		Amelia Meadows

28. LANDSCAPING. Unless the single-family home 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 \$115,460.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

29. BUFFER YARD BERM/LANDSCAPE SCREEN. 200th Street is a major collector roadway as identified in the City's Transportation Plan. The Developer shall provide a buffer yard containing earth berms and/or plantings of a sufficient density to provide a visual screen and a reasonable buffer a minimum

of ten feet in height adjacent to 200th Street consistent with the Zoning Ordinance. 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.

The Developer shall submit a \$1,000.00 cash escrow with the building permit applications for the following lots to guarantee installation of the buffer side/rear yard sod to the edge of the trail to be constructed on the north side of 200th Street. This escrow will be in addition to the two trees/lot and front yard sod escrow required at the time of building permit:

- Lots 1-6, Block 1;
- Lots 1-9, Block 3; and
- Lot 7, Block 5.

30. WETLANDS. The wetland delineation for the site was approved on February 27, 2024. The wetland delineation was completed by MNR. The delineation identified two small wetlands on the site adjacent to the Vermillion River Watershed Water Quality Corridor. As part to of the development, the previously farmed and eroded channel will be realigned and restored. The development will be impacting 0.29 acres of wetland for a road crossing and restoring the channel. The Developer has purchased a total of 0.58 acres of banking credits to offset the impacts. The wetland replacement plan was approved on October 28, 2024.

Based on the information provided in the report the impacts indicated for the areas outlined in the report have been determined to be acceptable for use in implementing the Wetland Conservation Act.

All wetlands, channel and buffers will be placed in a city owned outlot that will be dedicated at final plat. The Developer is responsible for the establishment of the channel with native vegetation and will be required to manage the site for a minimum of five (5) years or until it is fully established. The Developer shall install "Natural Area" signs along the channel and buffer areas. Final locations (21) will be approved by the city prior to installation.

- 31. SPECIAL PROVISIONS.** The following special provisions shall apply to plat development:
- A. Implementation of the recommendations listed in the April 29, 2025, Engineering Report and April 29, 2025, Planning Report.
 - B. Before the City signs the final plat, the Developer shall convey Outlots C, D, and E to the City by warranty deed, free and clear of any and all encumbrances.
 - C. The Developer shall construct a temporary Cul-de-Sac at the east end of Gadston Lane and enter into a temporary public roadway, drainage and utility easement with the City in a recordable form approved by the City for recording with the final plat. The Developer shall install a "Future Street Extension" sign and barricades at the east end of Gadston Lane. The Developer shall provide a \$2,500.00 security for the future removal and restoration.
 - D. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$5,400.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: fifty-four (54) 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.
 - E. 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 \$4,860.00.
 - F. 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 \$13,600.00 and consists of nine (9) post-top streetlights at \$1,200.00, and two (2) mast arm lights at \$1,400.00 each.

G. 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.

H. The following lots are prohibited from having driveway access to Gallifrey Way:

- Lots 1 and 14, Block 1;
- Lot 1, Block 2; and
- Lot 1, Block 3.

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 \$4,529,240.54. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$426,764.44
B. Watermain	454,712.50
C. Storm Sewer/Draintile	752,313.00
D. Streets	1,212,889.50
E. Grading, Drainage, Erosion Control and Restoration	725,812.50
F. Vegetation Establishment	150,000.00
G. 200 th Street Turn Lanes	<u>213,948.00</u>
CONSTRUCTION SUB-TOTAL	\$3,936,439.94

OTHER COSTS:

A. Developer's Design (3.0%)	\$118,093.20
B. Developer's Construction Survey (2.5%)	98,411.00
C. City Legal Expenses (Est. 0.5%)	19,682.20
D. City Construction Observation (Est. 5.0%)	196,822.00
E. City Record Drawings (0.5%)	19,682.20

F. Natural Area Signs	3,150.00
G. Gadston Lane Temporary Cul-de-Sac Removal	2,500.00
H. Landscaping	115,460.00
I. Streetlights	13,600.00
J. Lot Corners/Iron Monuments	<u>5,400.00</u>
OTHER COSTS SUB-TOTAL	\$592,800.60
TOTAL SECURITIES:	\$4,529,240.54

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	\$285,768.00
B. Sanitary Sewer Availability Charge	16,023.00
C. Storm Sewer Charge	117,977.31
D. MS4 Administration Fee	39,989.66
E. Traffic Control Signs	5,525.00

F. Streetlight Operating Fee	1,983.52
G. Environmental Resources Management Fee	3,014.48
H. Property Data and Asset/Infrastructure Management Fee	4,860.00
I. City Engineering Administration (3% for letters of credit)	<u>118,093.20</u>
SUBTOTAL CASH REQUIREMENTS	\$593,234.17
CREDITS TO THE CASH REQUIREMENTS	
Trunk Watermain Oversizing Credit	\$37,900.00
Trunk Sanitary Sewer Oversizing Credit	78,370.00
City 3/8 Trail Cost – 200 th Street and Cedar Avenue	<u>49,275.00</u>
SUBTOTAL – CREDITS TO THE CASH REQUIREMENTS	\$165,545.00
TOTAL CASH REQUIREMENTS	\$427,689.17

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. FORCE MAJEURE. If Developer is delayed at any time in progress of the plat by acts of God, casualty, insurrection, strikes, war, terrorism, lockouts, pandemic, governmental order (including health orders), labor disputes, adverse weather conditions which could not reasonably be anticipated, or any causes, acts, or occurrences beyond Developer's control (financial inability excluded) (collectively, "**Force Majeure Items**"), then the commencement date and completion dates (without adjustment to the Development Contract sums) shall be extended for such reasonable time as the Force Majeure Items continue.

38. 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.

39. 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: 2780 Snelling Avenue N Suite 101 Roseville, MN 55113. 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

(SEAL)

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

DEVELOPER:
U.S. HOME, LLC

BY: _____

Jon Aune

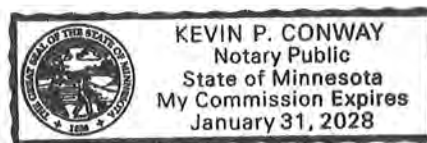
Its: _____

Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 20th day of MAY, 2025, by Jon Aune the Vice President 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, MN 55121
Telephone: 651-452-5000
AMP/smt

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as
AMELIA MEADOWS

That part of the Southwest Quarter of Section 22, Township 114 North, Range 20 West, Dakota County, Minnesota described as follows:

The South 225.0 feet of said Southwest Quarter, except the East 1320.0 feet, and except the West 547.83 feet thereof.

And

The West 678.00 feet of the South 300.00 feet of the North 2,055.00 feet of the Southwest Quarter of Section 22, Township 114 North, Range 20 West, Dakota County, Minnesota.

And

The South half of the Southwest Quarter of Section 22, Township 114 North, Range 20 West, Dakota County, Minnesota.

EXCEPT

The West 261.37 feet of the East 522.74 feet of the South 533.00 feet thereof.

ALSO EXCEPT

The South 225.00 feet of said Southwest Quarter lying West of the East 1320.00 feet and East of the West 547.83 feet thereof.

ALSO EXCEPT

The West 678.00 feet of the South 300 feet of the North 2055.00 feet of said Southwest Quarter.

(Abstract Property)

[Platted as Amelia Meadows, Dakota County, Minnesota.]



City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, Community Development Director
From: Kris Jenson, Planning Manager
Date: April 29, 2025
Subject: Amelia Meadows Final Plat
Application Action Deadline: June 3, 2025

INTRODUCTION

Lennar has submitted an application and plans for the final plat of Amelia Meadows, which includes 49 single family lots located east of Cedar Avenue (CSAH 23) and north of 200th Street (CR 64). This is the first phase of the preliminary plat of 88 single family lots and 144 attached townhomes lots that was approved by the City Council on November 18, 2024. The lot, block and street design of the Amelia Meadows 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. Location Map
- B. Preliminary Plat
- C. Final Plat
- D. April 24, 2025 Plat Commission letter

PLANNING ANALYSIS

Existing Conditions. The Amelia Meadows final plat area consists of five parcels. Previously the site was used for agriculture and several homesites. A grading permit has been issued for the site (Exhibit A).

Zoning. The zoning of the overall Amelia Meadows development is RM-3, Medium Density Residential District and RST-2, Single and Two Family Residential District. The lots included in this first phase of the Amelia Meadows are zoned RST-2 and single family homes are a permitted use.

LOT REQUIREMENTS

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 area of the 49 lots in the final plat meet the minimum square footage required.

Lot Width. 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 requirement.

Setbacks. Setback requirements for single family lots in the RST-2 District is outlined below:

Front	Side (Interior)	Side (Corner)	Side (Buffer)	Rear	Rear (Buffer)
20 feet house 25 feet garage	7 feet	20 feet	30 feet	30 feet	50 feet

The proposed building pads meet the minimum setback requirements for interior and corner lots.

Development Density. The Amelia Meadows final plat consists of 49 single family lots on 76.11 acres for a gross density of 0.64 units per acre. Removing the outlots and arterial street ROW leaves 17.67 acres to be developed, resulting in a net density of 2.77 units per acre.

Phasing. The overall Amelia Meadows plat is anticipated to be developed in three phases. The first phase includes 49 single family lots within five blocks. There will be 144 attached townhome lots and 39 single-family lots to be final platted and developed after the Amelia Meadows final plat.

Outlots. There are two outlots proposed with the Amelia Meadows final plat.

Outlot A is 39.35 acres in area and will be retained by the developer for future development.

Outlot B is 0.64 acres in area and will be retained by the developer for future development.

Outlot C is 4.70 acres in area and will be deeded to the City for waterways, buffers, and stormwater basins.

Outlot D is 3.55 acres in area and will be deeded to the City for waterways, buffers, and stormwater basins.

Outlot E is 5.83 acres in area and will be deeded to the City for waterways, buffers, and stormwater basins.

Access. Amelia Meadows will have access from 200th Street.

Streets & Right-of-Way. Amelia Meadows is adjacent to and will include the construction of the following streets:

Cedar Avenue (CSAH 23) is a minor arterial highway located west of and adjacent to the Amelia Meadows final plat. The Developer is dedicating the necessary right of way per the Dakota County Plat Needs Map.

200th Street (CR 64) is a major collector county road located south of the Amelia Meadows final plat. The Developer is dedicating 50 feet of half right of way as required by the Dakota County Plat Needs Map.

Gallifrey Way is identified as a minor collector street in the City's Transportation Plan and will provide full access to 200th Street. Gallifrey Way will be a 38-foot-wide street within an 80-foot-wide right-of-way and include five-foot-wide sidewalks on both sides of the street. Barricades and "Future street extension" signs must be placed at the north end of the street. Refer to the April 29, 2025 Engineering report for additional information. The following lots are prohibited from having driveway access to Gallifrey Way:

- Lots 1 and 14, Block 1
- Lot 1, Block 2
- Lot 1, Block 3

Gadston Lane will be a local residential 32-foot-wide street within a 60-foot right of way. East of Gallifrey Way it will have a five (5) foot wide sidewalk on one side of the street and be extended north with a future phase of development. West of Gallifrey Way, Gadston Lane will end in a permanent cul-de-sac. "Future Street Extension" signs and barricades must be placed at the northeast end of the street, and the Developer must dedicate a temporary turnaround easement over the temporary cul de sac and provide a \$2,500 security for the future removal and restoration.

Gadfly Way will be a local residential 32-foot-wide street within a 60-foot right of way that ends in a permanent cul-de-sac and will be a full intersection with 200th Street.

Dakota County Plat Commission. The Amelia Meadows final was reviewed at the Plat Commission's April 23, 2025 meeting, where the Amelia Meadows final plat was recommended for approval.

Trails. The developer will construct a 10-foot-wide bituminous trail along the east side of Cedar Avenue from the north plat boundary to 200th Street and along the north side of 200th Street, from the east plat boundary to Cedar Avenue. Along the proposed drainageway, the Developer will construct eight-foot-wide trails, from 200th Street to Gadfly Way. The developer will receive a credit to final plat cash fees for the City's 3/8th share of the construction costs for the trails along Cedar Avenue and 200th Street.

Buffer Yard/Landscaping. Amelia Meadows is adjacent to 200th Street, a major collector County roadway. With this plat, 15 lots will backup to 200th Street and one lot will have a side yard adjacent to 200th Street. The developer is proposing to plant evergreen and overstory trees in a staggered row with groupings of shrubs to meet the buffer yard landscaping requirements. The City Forester approved the landscape plan dated October 16, 2024, in conjunction with the preliminary plat. Landscaping on site must be installed per the approved plan and prior to a landscape inspection, an as-built landscape plan must be submitted to the City.

A security of \$115,460 is required to guarantee installation of the landscaping. In addition, a \$1,000 per lot escrow is required with each building permit for the 16 lots for the installation of sod in the rear/side yards to the edge of the trail to be constructed along 200th Street.

Park Dedication. The City's Parks Trails and Open Space Plan does not identify a future neighborhood park within the Amelia Meadows plat boundary. Park dedication will be satisfied through cash contribution. See the April 29, 2025 engineering report for more details.

Tree Preservation. A tree preservation plan was approved with the preliminary plat. It indicated 196 trees on site, all of which were proposed to be removed with the development. Grading activity has been ongoing on site and tree removal has been completed.

Wetlands. A wetland delineation was completed for the site on February 27, 2024. There are two small wetlands adjacent to the water quality corridor, which will be realigned and restored with the development of Amelia Meadows. The wetland replacement plan was approved on October 28, 2024.

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 April 29, 2025 engineering report.

RECOMMENDATION

The Amelia Meadows 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 Amelia Meadows final plat subject to the following conditions:

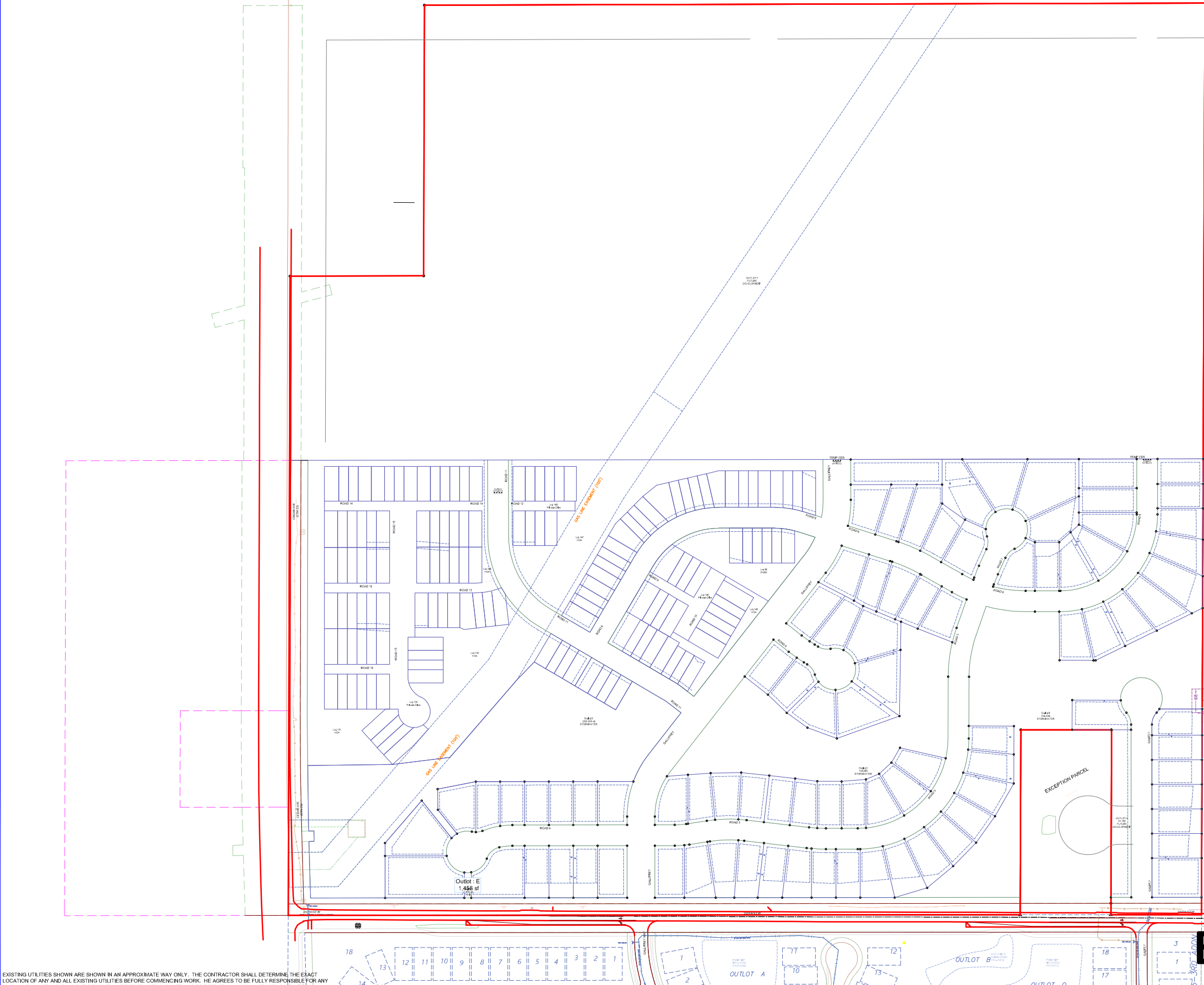
1. The recommendations listed in the April 29, 2025 engineering report.
2. A five-foot-wide concrete sidewalk shall be constructed along one side of Gadston Lane at the developer's expense as shown on the approved final plat plans.
3. The developer shall construct a 10-foot-wide bituminous trail along the east side of Cedar Avenue between 200th Street the north plat boundary and along the north side of 200th Street, from the east plat boundary to Cedar Avenue (CSAH 23). An eight-foot-wide trail along the water quality corridor will also be constructed by the Developer. The developer will receive a credit for the City's 3/8ths portion of the trails with the final plat.
4. A \$1,000 cash escrow must be submitted with the building permit applications for the following lots to guarantee installation of the buffer side/rear yard sod to the edge of the trail to be constructed on the north side of 200th Street. This escrow will be in addition to the two trees/lot and front yard sod escrow required at the time of building permit.

- Lots 1-6, Block 1

- Lots 1-9, Block 3
 - Lot 7, Block 5
5. A “Future Street Extension” sign and barricades must be placed at the northeast terminus of Gadston Lane. The Developer must grant a temporary turnaround easement over the temporary cul de sac location.
 6. The following lots are prohibited from having driveway access to Gallifrey Way:
 - Lots 1 and 14, Block 1
 - Lot 1, Block 2
 - Lot 1, Block 3
 7. The developer shall pay \$285,768.00 in park dedication fees with the final plat.
 8. The approved landscape plan is dated October 16, 2024, and 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. A security of \$115,460.00 is required to be submitted with the final plat to guarantee installation of the landscaping.



City of Lakeville
Location Map
Amelia Meadows
Final Plat
EXHIBIT A



Notes:
Lot Count - 232
Single Family - 88
Multi Family - 144

Single Family Lots RST-2
Lot Width: 70' Interior / 85' Corner
Lot Area: 8,400sf Interior / 10,200sf Corner
Front Yard Setback: 20' Garage
25' Living
Side Yard Setback: 7' / 7', 14' Total
Side Yard Setback Corner Lot: 20'
Rear Yard Setback: 30'

Multi-Family lots RM-3
Front Yard Setback: 25' (Public St - Garage)
30' (Private St - Garage)
30' Collector
10' Public ROW - Except Collector
Building to Building Setback: 14'

50' Setback from CSAH Highway Right of Way

Streets
Local -
60' ROW (32' b-b street)
CDS - 45'R (curb)
Collector -
80' ROW (32' b-b)

PID: 220220055020
Site Area: +/- 139,312 sf (3.20 ac)

PID: 220220050010
Site Area: +/- 3,187,347 sf (73.17 ac)
Exclude +/- 1,737,542 sf (39.89 ac)

PID: 220220051011
Site Area: +/- 2,446,449 sf (56.16 ac)
Exclude +/- 1,312,862 sf (30.14 ac)

PID: 220220052020
Site Area: +/- 199,958 sf (4.59 ac)
Exclude +/- 94,304sf (2.16 ac)

PID: 220220054020
Site Area: +/- 171,987 sf (3.95 ac)

PID: 220220054010
Site Area: +/- 123,261 sf (2.83 ac)

PID: 220220051012
Site Area: +/- 203,403 sf (4.67 ac)

Gas Pipeline Area: +/- 161,047 sf (3.70 ac)

CSAH ROW Area: +/- 188,168sf (4.32 ac) (New Dedication)

Pond HWL Area: +/- 172,398 sf (3.96 ac)

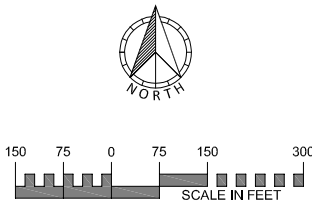
Gross Area: +/- 3.2+73.17+56.16+4.59+3.95+2.83+4.67-39.89-30.14-2.16 = 73.55 ac

Gross Density: 232/73.55 = 3.15 u/ac

Net Area: +/- 3.2+73.17+56.16+4.59+3.95+2.83+4.67-39.89-30.14-2.16-3.7-4.32-3.96 = 64.4 ac

Net Density: 232/(64.4) = 3.60 u/ac

Street Length -
6,415 If Local
1,493 If Collector
2,437 If Private



PREPARED BY		PREPARED FOR	
ENGINEER SATHRE-BERGQUIST, INC. 14000 25th Ave N, Suite 120 Plymouth, MN 55447 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT: CHARLES A. WIEMERSLAGE, P.E. EMAIL: C.WIEMERSLAGE@SATHRE.COM		DEVELOPER LENNAR 16305 36th Ave N, Suite 600 Plymouth, MN 55446 CONTACT: STEVE TROSKEY PHONE: (612) 590-0531 EMAIL: STEVE.TROSKEY@LENNAR.COM	

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISION
XXX	1	CAW	6/14/2024	DIMENSIONS
DRAWN	2	CAW	8/13/2024	CITY COMMENTS
XXX	3	CAW	9/17/2024	CITY COMMENTS
CHECKED	4	CAW	10/16/2024	CITY COMMENTS
XXX				
DATE				
XXXXXX				

USE (INCLUDING COPYING, DISTRIBUTION, AND/OR CONVEYANCE OF INFORMATION) OF THIS PRODUCT IS STRICTLY PROHIBITED WITHOUT SATHRE-BERGQUIST, INC.'S EXPRESS WRITTEN AUTHORIZATION. USE WITHOUT SAID AUTHORIZATION CONSTITUTES AN ILLEGITIMATE USE AND SHALL THEREBY INDEMNIFY SATHRE-BERGQUIST, INC. OF ALL RESPONSIBILITY. SATHRE-BERGQUIST, INC. RESERVES THE RIGHT TO HOLD ANY ILLEGITIMATE USER OR PARTY LEGALLY RESPONSIBLE FOR DAMAGES OR LOSSES RESULTING FROM ILLEGITIMATE USE.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Dated this 24th day of May, 2024.

Colyn M. Tvrete
Colyn M. Tvrete, PLS
ctvrete@sathre.com
Minnesota License No. 62269

SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

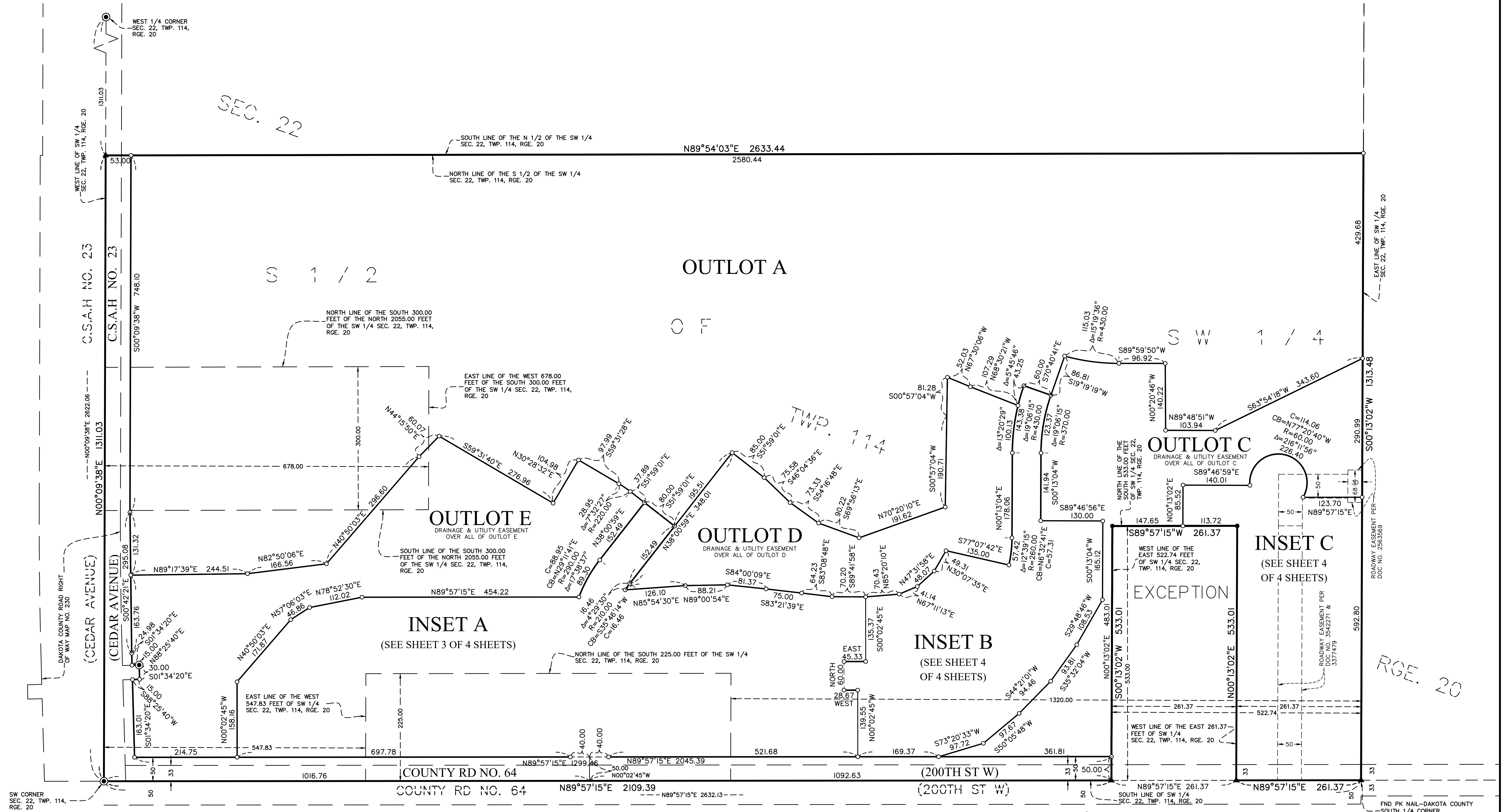
CITY PROJECT NO.
--
LAKEVILLE,
MINNESOTA

PRELIMINARY PLAT
CEDAR HILLS NORTH
LENNAR

FILE NO.
5401-697
PP1

EXHIBIT B

AMELIA MEADOWS



SATHRE-BERGQUIST, INC.

- Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269.
- Denotes a 1/2 inch pipe monument found and marked by License No. 62269.
- ▲ Denotes a PK-Nail and washer found and marked by License No. 62269, unless shown otherwise
- ⦿ Denotes a Found Dakota County Aluminum Monument

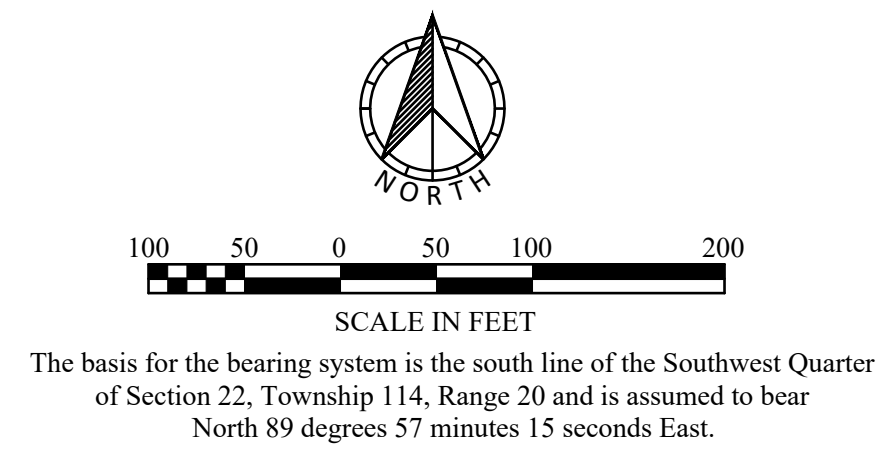
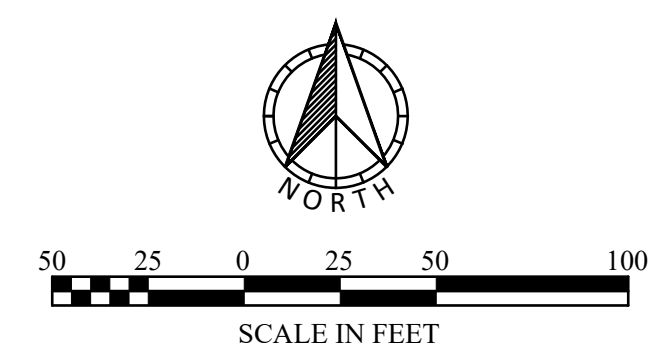
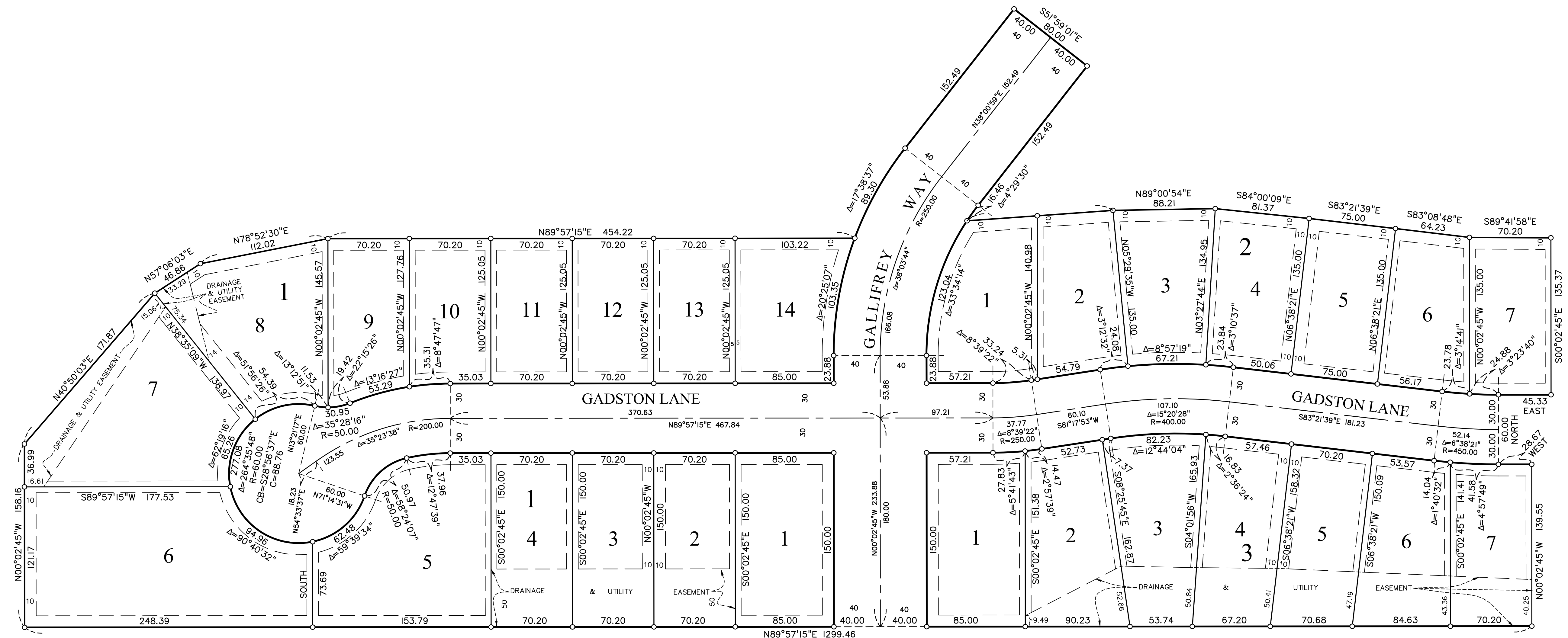


EXHIBIT C

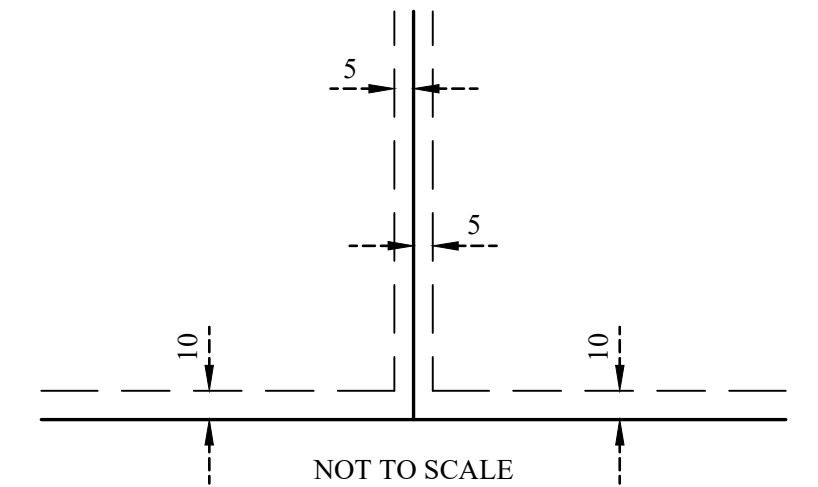
SHEET 2 OF 4 SHEETS



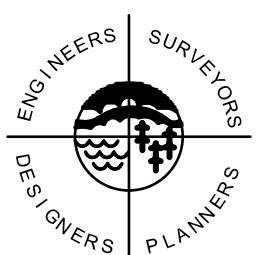
The basis for the bearing system is the south line of the Southwest Quarter of Section 22, Township 114, Range 20 and is assumed to bear North 89 degrees 57 minutes 15 seconds East.

○ Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



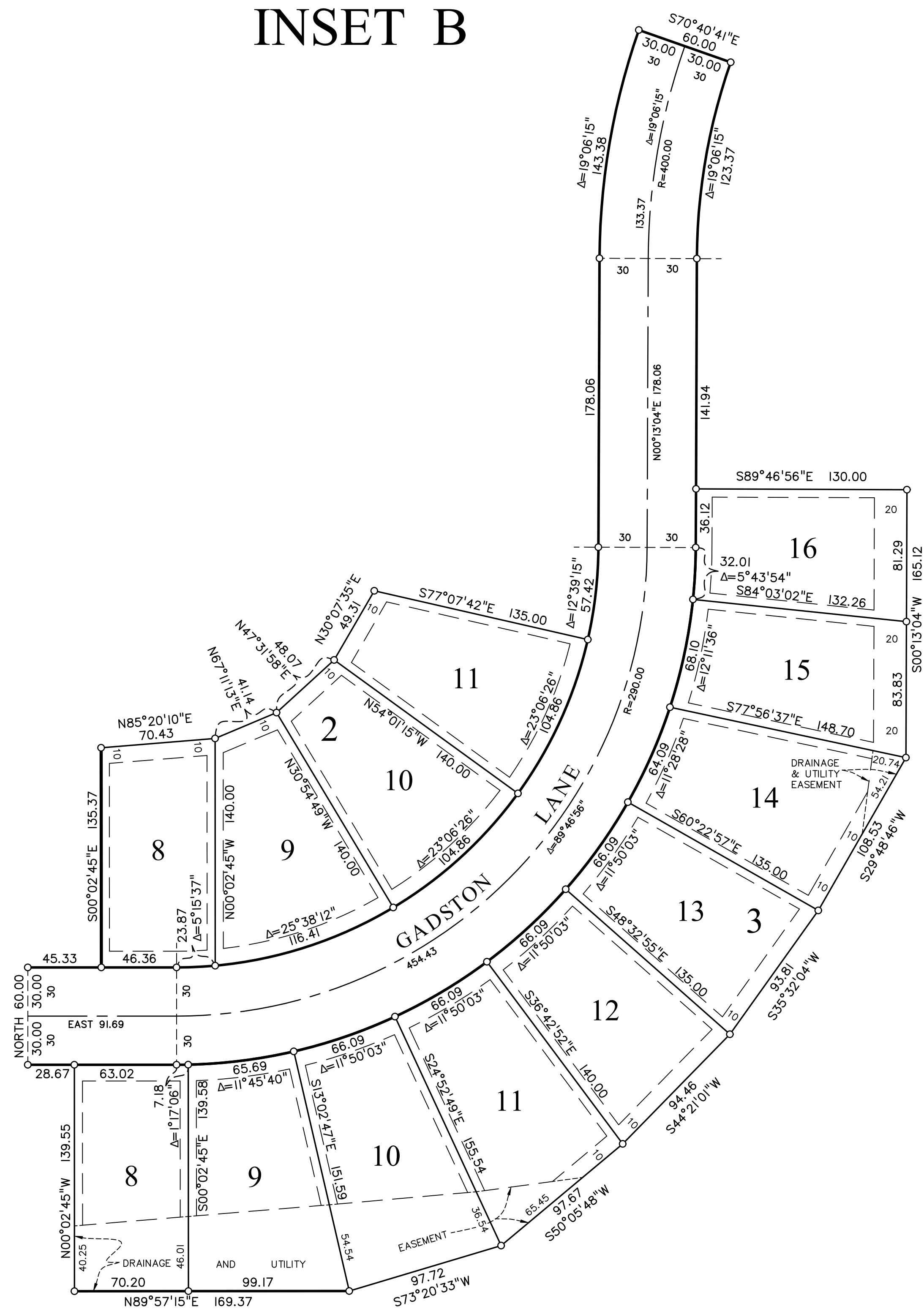
Being 5 feet in width and adjoining side lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.



SATHRE-BERGQUIST, INC.

AMELIA MEADOWS

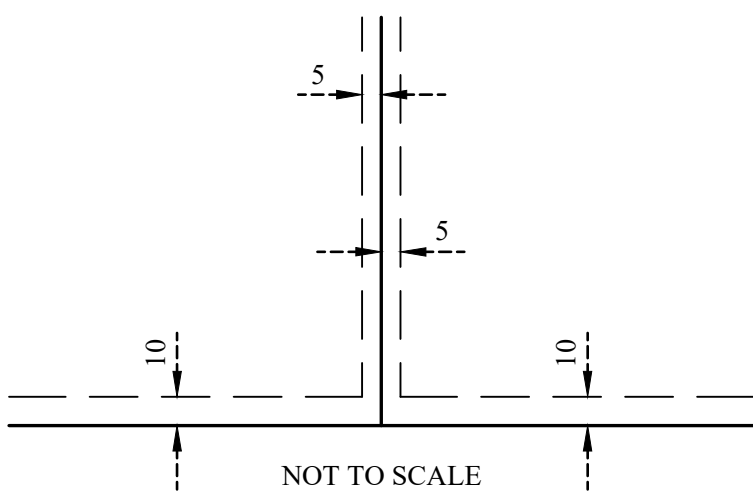
INSET B



The basis for the bearing system is the south line of the Southwest Quarter of Section 22, Township 114, Range 20 and is assumed to bear North 89 degrees 57 minutes 15 seconds East.

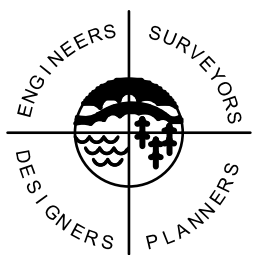
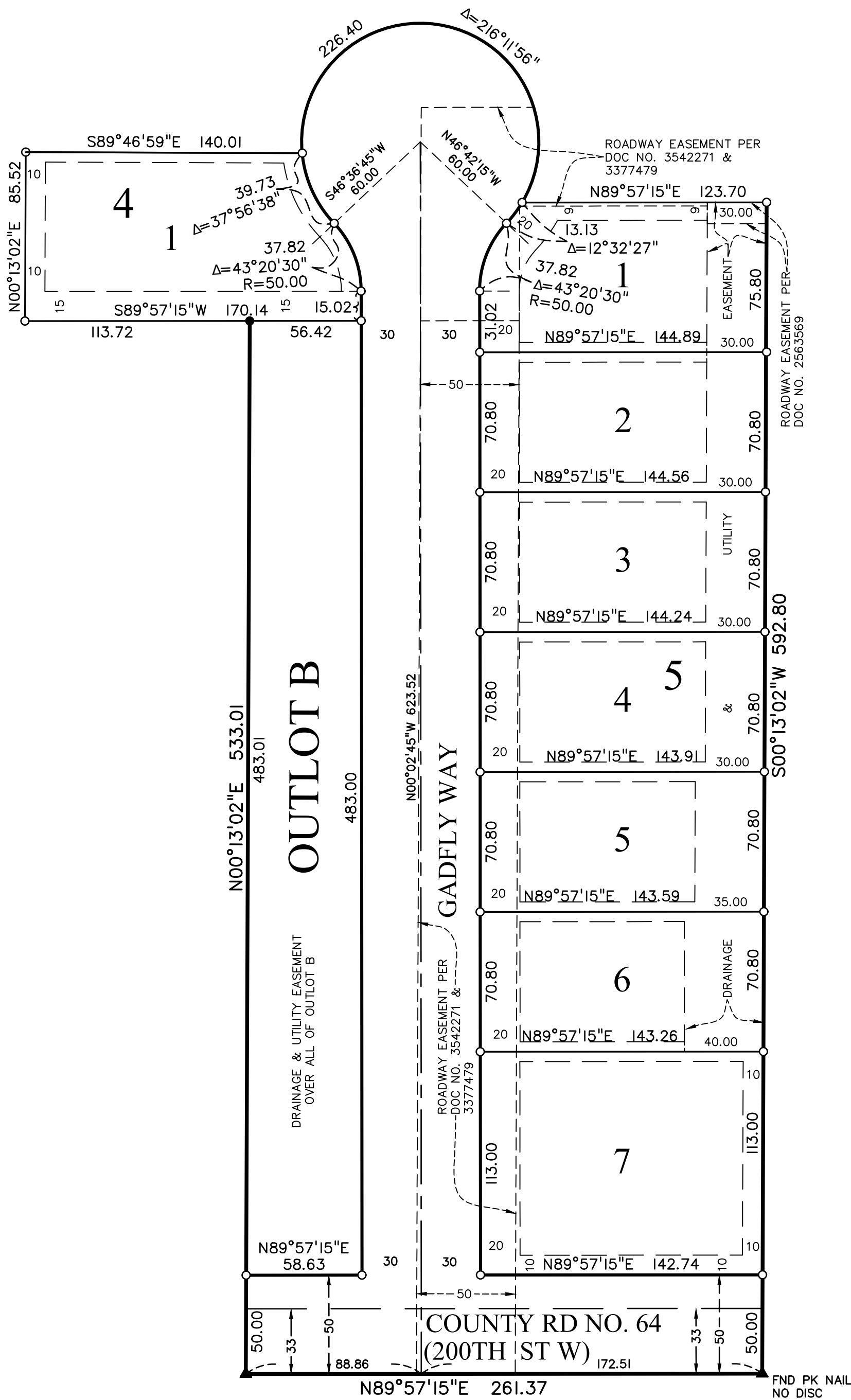
- Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269.
- Denotes a 1/2 inch pipe monument found and marked by License No. 62269.
- ▲ Denotes a PK-Nail and washer found and marked by License No. 62269, unless shown otherwise

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining side lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.

INSET C



SATHRE-BERGQUIST, INC.



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

April 24, 2025

City of Lakeville
20195 Holyoke Ave.
Lakeville, MN 55044

Re: **AMELIA MEADOWS**

The Dakota County Plat Commission met on April 23, 2025, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 23 (Cedar Ave.) and CR 64 (200th St. W.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The proposed site includes residential development north of County Road 64 (200th St W) and east of CSAH 23 (Cedar Ave). The right-of-way needs are 50 feet of half right of way along CR 64 and 100 feet of half right of way along CSAH 23. Access to the site along CR 64 include two accesses that align with the south intersections at Gallifrey Way and Gadfly Way. Restricted access should be shown along all of CSAH 23 and all of CR 64 except for the two access openings. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

The Plat Commission has approved the preliminary and final plat, provided that the described conditions are met, and will recommend approval to the County Board of Commissioners on May 20, 2025.

Traffic volumes on CSAH 23 and CR 64 are 21,800 and 2,421 ADT, respectively, and are anticipated to be 39,000 and 5,500 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".

Todd B. Tollefson
Secretary, Plat Commission

c:

EXHIBIT D



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 29, 2025

Subject: Amelia Meadows

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

BACKGROUND

Lennar has submitted a final plat named Amelia Meadows. This is the first phase of the Cedar Hills North preliminary plat approved by the City Council on November 18, 2024. The proposed subdivision is located east of and adjacent to Cedar Avenue (CSAH 23) and north of and adjacent to 200th Street (CR 64). The parent parcels consist of five metes and bounds parcels (PID Nos. 220220054010, 220220054020, 220220051012, 220220055020, and 220220050012), zoned RST-2 (Single and Two-Family Residential).

The final plat consists of forty-nine (49) single-family lots within five (5) blocks, and five (5) outlots on 76.11 acres. The Developer is dedicating 4.38 acres as Cedar Avenue and 200th Street right-of-way.

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

- Outlot A: Future development; to be retained by developer (39.35 acres)
- Outlot B: Future development; to be retained by developer (0.64 acres)
- Outlot C: Stormwater management; deeded to City (4.70 acres)

Outlot D: Stormwater management; deeded to City (3.55 acres)

Outlot E: Stormwater management; deeded to City (5.83 acres)

The proposed development will be completed by:

Developer:	Lennar
Engineer/Surveyor:	Sathre-Bergquist, Inc.

SITE CONDITIONS

The Amelia Meadows site is agricultural land, one single family home in the process of being removed through a grading permit with the city and contains two delineated wetlands and a drainageway through the site traveling west to east. The site drains north towards the drainageway. There is an overhead line and facility on the west end of the site.

EASEMENTS

The following easement exists on the parent parcels and will be vacated prior to recording of the final plat:

- Easement in favor of the City of Lakeville for roadway, drainage, and utility purposes per Document No. 3542271

STREET AND SUBDIVISION LAYOUT

Cedar Avenue (CSAH 23)

Amelia Meadows is located east of and adjacent to Cedar Avenue, a minor arterial County highway, as identified in the City's Transportation Plan. Cedar Avenue is currently constructed as a four-lane divided rural roadway with an urban center median. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 100-feet and designates this roadway as a future six-lane urban roadway over its entire length adjacent to the plat. The Developer is dedicating the necessary right-of-way as shown on the final plat. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission at their April 23, 2025 meeting.

200th Street (CR 64)

Amelia Meadows is located north of and adjacent to 200th Street, a major collector County roadway, as identified in the City's Transportation Plan. 200th Street is currently constructed as a two-lane undivided rural roadway adjacent to the plat. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 50-feet and designates this roadway as a future two-lane undivided urban roadway over its entire length adjacent to the plat. The Developer is dedicating the necessary right-of-way as shown on the preliminary plat. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission at their April 23, 2025 meeting.

The Developer is proposing two full access intersections along 200th Street with the development improvements. The Developer shall be responsible for construction of right

turn and acceleration lanes as required by Dakota County at the proposed access locations. Building permits will not be permitted until the improvements are completed.

Gallifrey Way

Development of Amelia Meadows includes the construction and extension of Gallifrey Way, a minor collector roadway, as identified in the City's Transportation Plan. Gallifrey Way is designed as a 38-foot wide urban roadway with five-foot sidewalks along both sides of the street within 80-feet of right-of-way. Gallifrey Way will provide a connection and access to 200th Street and provide access to the future development of Outlot A.

Gadfly Way

Development of Amelia Meadows includes the construction of Gadfly Way, a local roadway. Gadfly Way is designed as a 32-foot wide urban roadway with a five-foot sidewalk along one side of the street within 60-feet of right-of-way. Gadfly Way will provide a connection and access to 200th Street and terminate in a permanent cul-de-sac south of the proposed drainageway.

Gadston Lane

Development of Amelia Meadows includes the construction of Gadston Lane, a local roadway. Gadston Lane is designed as a 32-foot wide urban roadway with a five-foot sidewalk along one side of the street within 60-feet of right-of-way. Gadston Lane will terminate in a permanent cul-de-sac on the west end. The Developer shall construct a temporary cul-de-sac at the east end of Gadston Lane within a temporary public roadway, drainage and utility easement and provide a \$2,500 security for the future removal and restoration.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from 200th Street.

PARKS, TRAILS AND SIDEWALKS

The City's Parks, Trails and Open Space Plan does not designate a park within Amelia Meadows. The Park Dedication requirement has not been collected on the parent parcels and shall be satisfied through a cash contribution with the final plat.

Development of Amelia Meadows includes the construction of public trails and sidewalks. Five-foot wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of all local streets except for the Gadston Lane cul-de-sac. Five-foot-concrete sidewalks, with pedestrian curb ramps, will be installed along both sides of Gallifrey Way. Bituminous trails will be constructed along the north side of 200th Street (10-feet wide) from the eastern plat boundary to the western plat boundary, the east side of Cedar Avenue (10-feet wide) from the southern plat boundary to the northern plat boundary, and along the proposed drainageway (8-feet-wide from 200th Street to Gadfly Way. The Developer shall complete an ADA-compliant pedestrian crossing of 200th Street at the intersection of 200th Street and Cedar Avenue. The Developer will be responsible for 100% of the grading and restoration for

the bituminous trails. The Developer shall receive a credit to the final plat cash fees for the City's 3/8th share (excluding grading and restoration) of the trail construction costs for the trails along 200th Street and Cedar Avenue.

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:

49 units	x \$5,832.00	= \$285,768.00
Total Units (Low-Density) Amelia Meadows Addition	2025 Unit Rate (Low-Density)	Park Dedication Fee Amelia Meadows Addition

The Developer shall satisfy the park dedication requirement for Outlots A and B with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) 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

Amelia Meadows is located within subdistrict FO-60100 of the Farmington Outlet sanitary sewer district as identified in the City's Sanitary Sewer Comprehensive Plan.

Development of Amelia Meadows includes the extension of public sanitary sewer. 8-inch sanitary sewer will be constructed within the subdivision. The wastewater from the development will be conveyed via existing trunk sanitary sewer to the MCES Farmington Interceptor and continue to the Empire Wastewater Treatment Facility. Cedar Hills North will extend the trunk sanitary sewer line through the development to the northern plat boundary. A Direct Connection Permit is required from the Metropolitan Council for the connection to the interceptor. The development shall coordinate placement of a sanitary sewer meter within the development in accordance with requirements set forth by the Metropolitan Council. The city will credit the Developer for the oversizing of the trunk sanitary sewer constructed with the development improvements. The credit will be based on the cost difference between 8-inch sewer and the sewer that will be installed. The credit will be applied to the Developer's final plat cash fees and will be based on an estimate provided by the Developer's engineer.

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

49 units	x \$327.00	= \$16,023.00
Total Units Amelia Meadows Addition	2025 Unit Rate	Sanitary Sewer Availability Charge Amelia Meadows Addition

The Sanitary Sewer Availability Charge for Outlots A and B 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 Amelia Meadows includes the extension of public watermain. 8-inch watermain will be extended within the development to provide water service to the subdivision. 8-inch watermain will be extended to the northern plat boundary at Gallifrey Way and Road 11 to service future development.

Consistent with the City's Comprehensive Water System Plan, trunk watermain extensions are required to be completed with the preliminary plat. The Developer shall extend 16-inch trunk watermain along the east side of Cedar Avenue from 200th Street to the north plat boundary. The Developer shall extend 12-inch trunk watermain along Gadfly Way and Road 6 to the north plat boundary.

The City will credit the Developer for the oversizing of the trunk watermain in the development. The credit will be based on the cost difference between 8-inch watermain and the oversized watermain that will be installed. The credit will be applied to the Developer's final plat cash fees and will be based on an estimate provided by the Developer's engineer.

UNDERGROUNDING

Overhead electric service lines and poles are located along the east side of Cedar Avenue within the western final plat area. The Developer is required to remove the poles and place the service utilities underground with the final plat, consistent with the City's Public Ways and Property Ordinance. The developer shall provide a \$5,000 security with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations.

DRAINAGE AND GRADING

Amelia Meadows is located within subdistrict FO-018 of the Farmington stormwater district as identified in the City's Water and Natural Resources Management Plan.

Development of Amelia Meadows includes the construction of seven (7) publicly owned and maintained stormwater management basins and stabilization and alteration of one (1) publicly owned and maintained channel to collect and treat the stormwater runoff generated from the site. The basins will outlet to the channel within the final plat area. The channel flows west to east into the City of Farmington.

The stormwater management basins and channel will be located within Outlots C, D and E which will be deeded to the City with the final plat. The stormwater basin design is consistent with City requirements.

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.

Amelia Meadows 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.

STORM SEWER

Development of Amelia Meadows includes the construction of public storm sewer systems. Storm sewer will be installed 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 and channel located within Outlots C, D and E. The channel conveys the stormwater off site to the eastern plat boundary into City of Farmington.

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

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

<u>Storm Sewer Charge Summary</u>		
Gross Area of Amelia Meadows		3,315,538.00 s.f.
Less Area of Outlot A (Future Development)	(-)	2,327,148.00 s.f.
Less Area of Outlot B (Future Development)	(-)	27,782.00 s.f.
Less Area of Cedar Avenue and 200 th Street Right-of-Way	(-)	190,793.00 s.f.
Total Storm Sewer Charge Area (Single-Family)	=	769,815.00 s.f.
769,815.00 s.f.	x \$0.178/s.f.	= \$137,027.07
Net Area Amelia Meadows Addition	2025 Unit Rate (Single-Family)	Storm Sewer Charge Amelia Meadows Addition

The Storm Sewer Charge for Outlots A and B will be collected with subsequent phases of the Cedar Hills North (now known as Amelia Meadows) 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

Cedar Avenue is a minor arterial and 200th Street is a major collector roadway as identified in the City's Transportation Plan. A buffer yard containing earth berms and/or plantings of a sufficient density to provide a visual screen and a reasonable buffer a minimum of ten feet in height shall be provided adjacent to Cedar Avenue and 200th Street consistent with the Zoning Ordinance. 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

Amelia Meadows is shown on the Flood Insurance Rate Map (Map No. 27037C0212E; 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

The wetland delineation for the site was approved on February 27, 2024. The wetland delineation was completed by MNR. The delineation identified two small wetlands on the site adjacent to the Vermillion River Watershed Water Quality Corridor. As part to of the development the previously farmed and eroded channel will be realigned and restored. The development will be impacting 0.29 acres of wetland for a road crossing and restoring the channel. Applicant has purchased a total of 0.58 acres of banking credits to offset the impacts. The wetland replacement plan was approved on October 28, 2024.

Based on the information provided in the report the impacts indicated for the areas outlined in the report have been determined to be acceptable for use in implementing the Wetland Conservation Act.

All wetlands, channel and buffers will be placed in a city owned outlot that will be dedicated at final plat. The developer is responsible for the establishment of the channel with native vegetation and will be required to manage the site for a minimum of 5 years or until it is fully established. Natural Area signs will be installed along the channel and buffer areas. Final locations (21) will be approved by the city prior to installation.

TREE PRESERVATION

The tree preservation plan identifies 196 trees on site and the trees have subsequently been removed upon issuance of a grading permit prior to recording of the final plat.

EROSION CONTROL

The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. Redundant silt fence is required along all wetlands and waterways that do not have a 50-foot established buffer.

The Developer is responsible for the establishment of native vegetation around all stormwater treatment basins, channel restoration and buffer areas. A management plan including a schedule for maintenance must be submitted to the city for approval.

Additional erosion control measures may be required during construction as deemed necessary by City staff or the Vermillion River Watershed JPO. 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:

\$1,999,483.00	x 2% Grading Costs	= \$39,989.66
Grading Cost	2025 Rate	MS4 Administration Fee
Amelia Meadows		Amelia Meadows Addition
Addition		

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Amelia Meadows. Construction costs are based upon a cost estimate submitted by the Developer's engineer on April 29, 2025 (amended May 22, 2025).

CONSTRUCTION COSTS

Sanitary Sewer	\$ 426,764.44
Watermain	454,712.50
Storm Sewer	752,313.00
Streets	1,212,889.50
Grading, Drainage, Erosion Control and Restoration	725,812.50
Vegetation Establishment	150,000.00
200 th Street Turn Lanes	213,948.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 3,936,439.94

OTHER COSTS

Developer's Design (3.0%)	\$ 118,093.20
Developer's Construction Survey (2.5%)	98,411.00
City's Legal Expense (0.5%)	19,682.20
City Construction Observation (5.0%)	196,822.00
Developer's Record Drawing (0.5%)	19,682.20
Natural Area Signs	3,150.00
Gadston Lane Temporary Cul-De-Sac Removal	2,500.00
Landscaping	115,460.00
Streetlights	13,600.00
Lot Corners/Iron Monuments	5,400.00
SUBTOTAL - OTHER COSTS	\$ 592,800.60
TOTAL PROJECT SECURITY	\$ 4,529,240.54

The street light security totals \$13,600 which consists of two (2) mast-arm streetlights at \$1,400 each and nine (9) post-top streetlights at \$1,200 each.

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$5,400.00. 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 \$5,525.00 for traffic control signs shall be paid with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an addition \$300.00 for each mobilization.

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

49 units	x \$40.48/unit	= \$1,983.52
Total Units	2025 Rate	Streetlight Operating Fee
Amelia Meadows Addition		Amelia Meadows Addition

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

49 units	x \$61.52/unit	= \$3,014.48
Total Units (Single Family)	2025 Rate	Environmental Resources Fee
Amelia Meadows Addition		Amelia Meadows 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:

54 lots/outlots	x \$90.00/unit	= \$4,860.00
Lots/Outlots	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee
Amelia Meadows Addition		Amelia Meadows Addition

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

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$118,093.20.

CASH REQUIREMENTS

Park Dedication	\$ 285,768.00
Sanitary Sewer Availability Charge	16,023.00
Storm Sewer Charge	117,977.31
MS4 Administration Fee	39,989.66
Traffic Control Signs	5,525.00
Streetlight Operating Fee	1,983.52
Environmental Resources Management Fee	3,014.48
Property Data and Asset/Infrastructure Management Fee	4,860.00
City Engineering Administration (3.00%)	118,093.20
SUBTOTAL – CASH REQUIREMENTS	\$ 593,234.17

Trunk Watermain Oversizing Credit	
Trunk Sanitary Sewer Oversizing Credit	\$ 37,900.00
City 3/8 Trail Cost – 200 th Street and Cedar Avenue	78,370.00
SUBTOTAL – CREDITS TO CASH REQUIREMENTS	<u>49,275.00</u>
	<u>\$ 165,545.00</u>
TOTAL CASH REQUIREMENTS	<u><u>\$ 427,689.17</u></u>

RECOMMENDATION

Engineering recommends approval of the final plat, grading and erosion control plan, utility plan, and landscape plan for Amelia Meadows, subject to the requirements and stipulations within this report.



Date: 6/2/2025

Accept Bid and Award Construction Contract for Spyglass Park Phase II Improvements

Proposed Action

Staff recommends adoption of the following motion: Move to accept bid and award construction contract for Spyglass Park Phase II Improvements.

Overview

The expansion of Spyglass Park was identified in the 2024 CIP, the current park consists of a playground, shelter and green space on 4.2 acres. The second phase construction of the park is planned to occur with the development of the area north of the park. At the December 2, 2024 meeting the Mayor and City Council approved a professional services agreement with SRF Consulting for the phase II improvements at the park. The agreement includes developing a master plan concept, completing a topographic survey of the park site, preparing cost and final estimate of the chosen master plan concept, providing design development plan and other services. The attached master plan that was shared with neighbors of the park includes the addition of bocce ball courts, half basketball court with pickleball striping, multi-purpose green space and trail segments.

On May 13, a public bid opening for the Spyglass Park Phase II Improvements project was held. Five bids were received with a low bid of \$966,979.30 and a high bid of \$1,209,259.20 with Friedges Landscaping submitting the low bid:

Contractor	Base Bid
Friedges Landscaping	\$966,979.30
Blackstone Contractors, LLC.	\$ 1,028,548.69
Peterson Companies	\$ 1,041,451.96
New Look Contracting, Inc.	\$ 1,201,286.50
Shoreline Landscaping	\$ 1,209,259.20

As noted in the documentation from SRF Consulting, the Engineer's Estimate was projected to be \$883,649.50.

Supporting Information

1. SRF Consulting Letter of Recommendation
2. Bid Tabulation
3. Construction Contract with Friedges Landscaping, Inc.
4. Site Plan

5. Site Map

Financial Impact: \$966,979.30 **Budgeted:** Yes **Source:** Park Dedication Fund
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and
Recreational Opportunities
Report Completed by: Joe Masiarchin, Parks and Recreation Director



Mr. Joe Masiarchin
Parks and Recreation Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

May 22, 2025

Subject: Spyglass Park Phase II Site Improvements

Dear Joe Masiarchin:

Bids were received for the Spyglass Park Phase II Site Improvements on May 13, 2025. The bids were opened and read aloud, with a total of five responsive bids received. The bids were checked for mathematical accuracy and tabulated. The Engineer's estimate for the improvements was \$883,649.50. The bid tabulation indicates the low bidder as Friedges Landscaping, Inc., Lakeville, MN, in the amount of \$966,979.30

We recommend that the City considers these bids and award the contract to Friedges Landscaping, Inc., based on the tabulated results of the bids received.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tim Wold', with a stylized circular flourish at the end.

Tim Wold
Senior Project Manager
SRF Consulting Group, Inc.

TBW

Enclosure: Bid Tabulation

cc: Justin Friedges, Vice President, Friedges Landscaping, Inc.

SRF Project No. 18046

18046_Spyglass Ph II Improvements_ Bid Rec Letter_052225.docx



BID OPENING
CITY OF LAKEVILLE
Spyglass Park
Phase II Improvements
Tuesday, May 13, 2025 – 2:00 p.m.

<u>Contractor</u>	<u>Ad. 1</u>	<u>Ad. 2</u>	<u>Ad. 3</u>	<u>Bid Bond</u>	<u>RCVF</u>	<u>Base Bid</u>
Friedges Landscaping	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	\$966,979.30
Blackstone Contractors, LLC	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	\$1,028,548.69
Peterson Companies	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	\$1,041,451.96
New Look Contracting, Inc.	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	\$1,201,286.50
Shoreline Landscaping	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	\$1,209,259.20
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
Engineer's Estimate						\$883,649.50

H:\Projects\18000\18046\TechData\DeliverablesDocs\18046_Bid Tab_051325.docx

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents (as further described in Section 9.01). The Work is generally described as follows: City Project Number 26-20 – Spyglass Park Phase II Improvements.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Grading, temporary erosion control, bituminous parking area and trails, concrete basketball court, concrete curb and gutter, concrete walk, concrete play area curbing, chain link fencing, stormwater infrastructure, site furnishings, irrigation, stormwater reuse system, landscape planting, and turf establishment.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by SRF Consulting Group, Inc.
- 3.02 The Owner will provide personnel ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

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 completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions and the requirements in Section 01 10 00 "Summary" of these Contract Documents and the associated MnDOT Standard Specifications for Construction.
- 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. Liquidated damages will be deducted in accordance with the requirements of 1807 (Failure to Complete the Work on Time) of the MnDOT Standard Specifications for Construction.

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 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.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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

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.

6.04 *Progress Payments to Subcontractors*

- A. For contracts within the State of Minnesota, MN Statue 471.425 Subd. 4a. shall apply.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce 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 items 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 of 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 with the consent of the Owner.
- L. The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. 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 set verbatim and in full herein:
 - 1. This Agreement
 - 2. Standard General Conditions of the Construction Contract, EJCDC C-700, 2013 Edition, as amended by City of Lakeville Supplementary Conditions to the General Conditions.
 - 3. Addenda
 - 4. Division S & Special Provisions
 - 5. Project specific plan sheets
 - 6. Supplemental Specifications, including the most current version of the City of Lakeville Utility and Street Construction Standard Specifications. (not attached)
 - 7. Standard Plan Sheets and Standard Plates (not attached)
 - 8. Standard Specifications, including the Minnesota Department of Transportation Standard Specifications for Construction. (not attached)
 - 9. Performance & Payment bonds
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 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. 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 “1” has the first priority and Contract Document “10” has the last priority.
- D. There are no Contract Documents other than those listed above in this Article 9.
- E. 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. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

- A. The Contractor agrees to indemnify and hold the Owner and the City of Lakeville harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the Owner and Dakota County 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, 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.

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 June 2, 2025 (which is the Effective Date of the Contract).

OWNER:

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

(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.)

CONTRACTOR:

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



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 Landscape Architect under the laws of the State of Minnesota.

PRINT NAME: TIMOTHY B. WOLD

SIGNATURE:

DATE: 03/28/25

LICENSE #: 42164

REVISIONS

NO.	DATE	BY	CHKD	APPR

DRAWN BY J. FILLMORE

DESIGNED BY T. WOLD

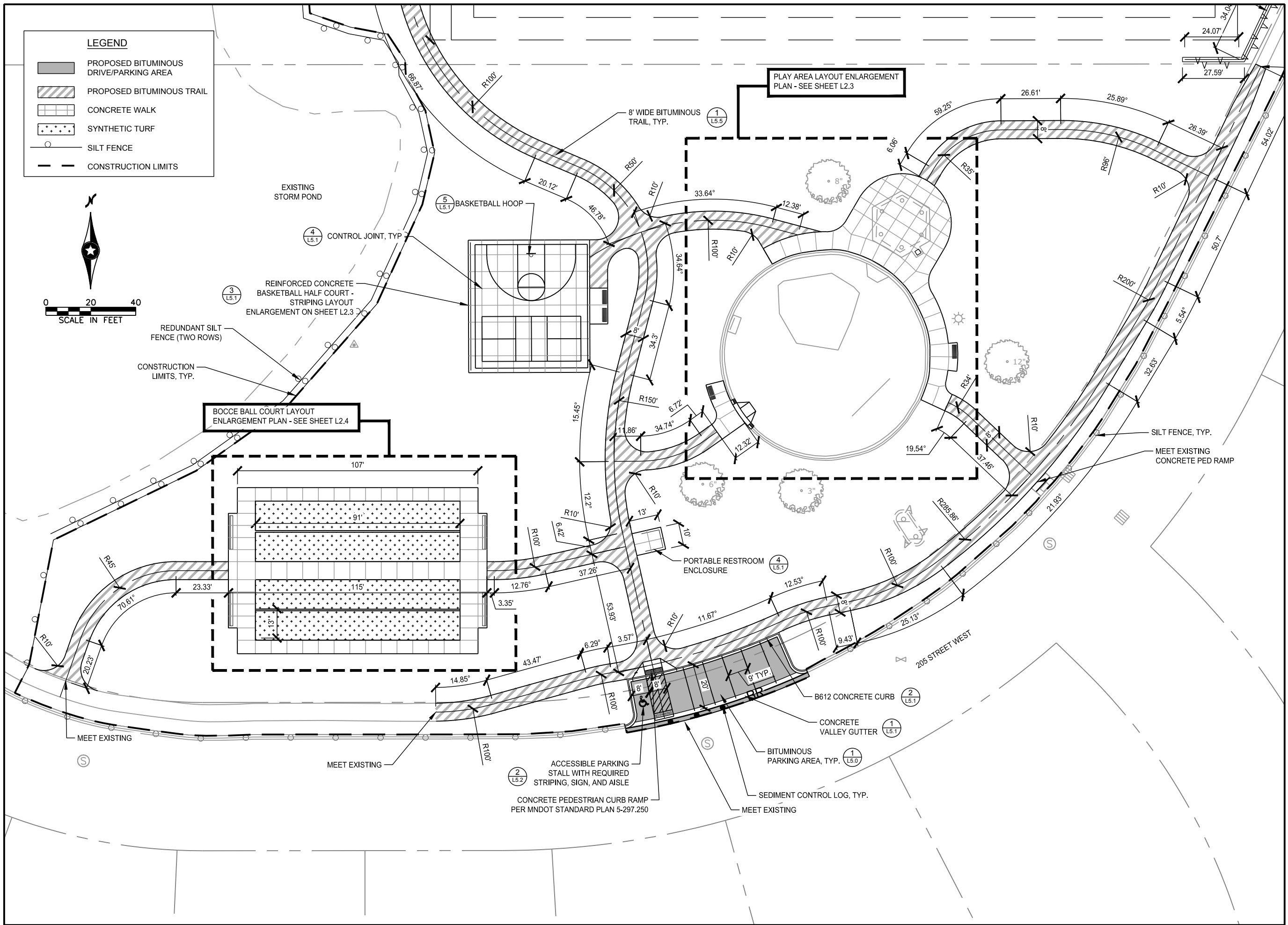
CHECKED BY T. WOLD

COMM. NO. 18046

SPYGLASS PARK - PHASE II
GENERAL SITE IMPROVEMENTS
CITY OF LAKEVILLE
NORTH PARK AREA
LAYOUT ENLARGEMENT PLAN

SHEET

L2.2





Spyglass Park



Date: 6/2/2025

Reserve at Cedar Creek Preliminary Plat and Easement Vacation

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the Reserve at Cedar Creek preliminary plat, and 2) a resolution approving an easement vacation.

Overview

Brandl Anderson has submitted a preliminary plat application and plans for Reserve at Cedar Creek, which consists of 48 single family home lots on 20 acres of land located north of 202nd Street (CSAH 50), west of Glenbrook Path, and south of 200th Street. The property is zoned RST-2, Single and Two-Family Residential District.

The Planning Commission held a public hearing at their May 22, 2025 meeting to consider the preliminary plat and easement vacation. The easements requested to be vacated are over the East Branch of South Creek, the area of which will be deeded to the City with the final plat, and 202nd Street, which will be replaced with dedicated right-of-way. There were no public comments at the public hearing. The Planning Commission unanimously recommended approval of the preliminary plat and easement vacation. The Parks, Recreation, and Natural Resources Committee unanimously recommended approval of the preliminary plat at their May 21, 2025 meeting.

Supporting Information

1. Preliminary Plat and Easement Vacation resolutions
2. May 22, 2025 Planning Commission draft meeting minutes
3. May 21, 2025 Parks, Recreation, and Natural Resources draft meeting minutes
4. Planning & Engineering reports + Exhibits A-I
5. Exhibits J-L

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
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**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY PLAT OF RESERVE AT CEDAR
CREEK**

WHEREAS, Brandl Anderson has requested approval of the preliminary plat of 48 single family lots to be known as **RESERVE AT CEDAR CREEK**, legally described in Exhibit A; and

WHEREAS, the Planning Commission held a public hearing at their May 22, 2025 meeting, preceded by notice as required by the Subdivision Ordinance; and

WHEREAS, the Planning Commission and the Parks, Recreation, and Natural Resources Committee unanimously recommended approval of the preliminary plat; and

WHEREAS, the preliminary plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

RESERVE AT CEDAR CREEK preliminary plat is approved subject to the following conditions:

1. Implementation of the recommendations listed in the May 13, 2025 engineering report.
2. Park dedication shall be satisfied with a cash contribution paid with the final plat.
3. The Developer shall construct five-foot-wide concrete sidewalks as shown on the preliminary plat plans.
4. Outlots A and B shall be deeded to the City with the final plat.
5. Glarus Lane must have a future street extension sign and barricades placed at the west end of the street.
6. Driveway access from Lots 1-9, Block 1 to 200th Street is prohibited.
7. All new local utilities and the existing overhead service utilities located along the south side of 200th Street shall be placed underground.

ADOPTED by the Lakeville City Council this 2nd day of June 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

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

EXHIBIT A

The West 661.31 feet of the East 1983.05 feet of that part of the North 1/2 of the Northeast 1/4 lying Southerly of the North 660 feet thereof, of Section 28, Township 114, Range 20 Dakota County, Minnesota.

And

The West 660.00 feet of the East 1980.00 feet of the North 660.00 feet of the North 1/2 of the Northeast 1/4, Section 28, Township 114, Range 20 Dakota County, Minnesota.

(Reserved for Dakota County Recording Information)

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25- _____

RESOLUTION VACATING A PUBLIC STREET, DRAINAGE, AND UTILITY EASEMENT

WHEREAS, the City Council has conducted a public hearing, preceded by two (2) weeks published notice, to consider the following described public street, drainage and utility easement vacation, and

WHEREAS, the City Council has determined that it is in the public interest to approve the street, drainage and utility easement vacation.

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

1. The public street, drainage, and utility easements described in Exhibit A are hereby vacated.
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 2nd day of June 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 2nd day of April 2025, as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(SEAL)

EXHIBIT A

Public Drainage and Utility Easement: (Over Wetland)

A public drainage and utility easement over, under, and across the following described property:

The west 661.31 feet of the east 1983.05 feet of that part of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ lying southerly of the north 660.00 feet thereof in Section 28, Township 114, Range 20, Dakota County, Minnesota.

Easement is further described as follows:

Beginning at the southwest corner of the above described property; thence North 00 degrees 10 minutes 34 seconds West, assumed bearing, along the west line of said property, a distance of 446.00 feet; thence South 42 degrees 57 minutes 40 seconds East, a distance of 263.71 feet; thence South 10 degrees 59 minutes 37 seconds East, a distance of 255.05 feet to the south line of said property; thence South 89 degrees 20 minutes 01 seconds West, along said south line, a distance of 227.00 feet to the point of beginning.

Public Roadway. Drainage and Utility Easement:

A public roadway, drainage and utility easement over, under, and across the following described property:

The west 661.31 feet of the east 1983.05 feet of that part of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ lying southerly of the north 660.00 feet thereof in Section 28, Township 114, Range 20, Dakota County, Minnesota.

Said easement is described as follows:

The south 75.00 feet of the west 206.00 feet and the south 55.00 feet lying easterly of the west 206.00 feet thereof.

homes without a basement, and City staff missed that detail during their review of the building permit. The garage as constructed is 481 square feet in area and 20 feet in width. Upon learning of the error at 4824 171st Street, Inspections staff reviewed all of the issued permits for single family homes without a basement in the Brookshire development and confirmed that all of the previous permits issued for similar homes have garages that meet the minimum area and width requirements.

Approval of this variance request would remove the non-conformity status of the garage, meaning the structure is considered legal and conforming. The variance form would be recorded with Dakota County so that the legal and conforming status is known and available to any future buyers of the home.

Chair Zimmer opened the hearing to the public for comment.

Julie Klug, 17229 Durham Drive, asked for clarification as to whether the house is staying the same size or if there would be additional space added to the house.

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

Voice vote was taken on the motion.

Ayes – unanimous

Ms. Jenson addressed the question and stated that with this variance process, the garage will be legalized as constructed.

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas asked if there was any thought given to fixing the garage now as opposed to granting the variance. Ms. Jenson stated that because the home has been conveyed to the homeowners, the City does not have the ability to require D.R. Horton to enlarge the garage.
- Commissioner Kaluza stated that he is in support of the variance so the homeowners can enjoy their home.

Motion was made by Einck, seconded by Tinsley to recommend to City Council approval of the variance for an attached garage of less than 540 square feet and a width of less than 22 feet for the home at 4824 171st Street and adoption of the findings of fact dated May 22, 2025.

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

Nays: 0

6. Reserve at Cedar Creek

Chair Zimmer opened the public hearing to consider the applications of Reserve at Cedar Creek, LLC for a preliminary plat of 48 single family lots to be known as Reserve at Cedar Creek and the vacation of public roadway, drainage, and utility easements.

John Anderson representing Brandl Anderson Homes introduced the project. Mr. Anderson stated that Chris Contreras is also in the audience with Brandl Anderson Homes.

Ms. Jenson presented the staff report, stating that the preliminary plat proposes 48 single family home lots on 20 acres and is located north of 200th Street (CSAH 50), west of Glenbrook Path, and south of 202nd Street. The easement vacation is for 202nd Street roadway, which will be platted as right of way and for drainage over the East Branch of South Creek. A recent LOMR approval has refined the flood area, which will be deeded to the City with the final plat.

The tree preservation plan identified 857 significant trees on site and proposed to save 30 (3.5%) of the trees. The Parks, Recreation & Natural Resources Committee had a discussion about the tree removal proposed for this site at their May 21, 2025 meeting. The committee unanimously recommend approval, but added language encouraging the developer to try and preserve additional trees and/or plant additional trees on site.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Swaney to close the public hearing at 6:19 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Vice Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas asked if the “for sale” sign near 202nd St for 10 acres, is for the Reserve at Cedar Creek property or another property.
- Chair Zimmer asked about the outlot with the creek on it regarding if landscaping is being added and who will do the maintenance.

Ms. Jenson stated that the sign that Commissioner Traffas saw is for the south parcel that is being developed as Reserve of Cedar Creek.

Ms. Jenson stated that the trees within that area are being maintained on site and the city will be responsible for the maintenance.

Motion was made by Kaluza, seconded by Swaney to recommend to City Council approval of the Reserve at Cedar Creek preliminary plat and easement vacation, subject to the seven stipulations listed below:

1. Implementation of the recommendations listed in the May 13, 2025 engineering report.
2. Park dedication shall be satisfied with a cash contribution paid with the final plat.
3. The developer shall construct five-foot-wide concrete sidewalks as shown on the preliminary plat plans.
4. Outlots A and B shall be deeded to the City with the final plat.

5. Glarus Lane must have a future street extension sign and barricades placed at the west end of the street.
6. Driveway access from Lots 1-9, Block 1 to 200th Street is prohibited.
7. All new local utilities and the existing overhead service utilities located along the south side of 200th Street shall be placed underground.

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

Nays: 0

7. Staff Notices

There being no further business, the meeting was adjourned at 6:21 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder

**CITY OF LAKEVILLE
PARKS, RECREATION & NATURAL RESOURCES COMMITTEE
MEETING MINUTES
May 21, 2025**

Committee Chair Weberg called the meeting to order at 6:00 p.m. in the Lake Marion Conference Room.

Members Present: Holly Weberg, Steven Henneberry, Daniel Volkosh, Shahid Nadeem, Pat Sauer, Vicki Schwartz, Renee Brekken, Saima Ali

Members Absent: Mark Engler

Staff Present: Parks and Recreation Director Joe Masiarchin, Environmental Resources Manager Mac Cafferty

1. Approval of April 16, 2025 minutes

A motion was made by Sauer, seconded by Schwartz to approve April 16, 2025 minutes as written.

Ayes: unanimous

2. Committee Member Introductions

Committee members introduced themselves to new members and shared their background with the committee.

3. Citizen comments

No citizens were present.

4. Reserve at Cedar Creek Preliminary Plat

This preliminary plat and easement vacation includes the development of 48 single family homes on 20 acres located north of 202nd Street (CSAH 50), west of Glenbrook Path and south of 200th Street. No trails are proposed as part of the development; the developer will be responsible for the construction of five-foot-wide concrete sidewalks along one side of all the streets within the development. A tree preservation plan was submitted by the developer and identified 857 significant trees on site. All trees that have been identified to preserve must be replaced at a ratio of 2:1, most will be removed. There was 0.125 acres of wetland on site that will be impacted by the development, the developer has purchased 0.25 acres of wetland banking credit to replace the wetland impacts. Two outlots will be deeded to the City at the time of final plat for a drainageway and stormwater management totaling 4.18 acres.

The construction of a park was not identified with this development as part of the 2015 Parks, Trails and Open Space Plan, the park dedication fee will be satisfied with a cash contribution. Park dedication fees are collected at the time of final plat in accordance with the park dedication fee requirements in effect at that time.

Committee Discussion:

- Staff explained the required tree replacement ordinance and where buffers are required. The current ordinance requires the developer to complete a tree inventory but does not dictate the replacement of trees that are removed. The inventory includes anything that is six feet or larger and no less than two and half inches in diameter, the health of the trees is also taken into consideration. The committee asked what the purpose was of the inventory if there is no requirement to preserve or replace the trees. At this time, the only

trees that are remaining are in the wetland that was identified on the site. Committee members were concerned about the number of healthy trees that are being removed. While these trees do not fall under the preservation or “save tree” requirements, they aren’t otherwise in need of removal.

- Committee members discussed the option to include recommendations in their motion to the Planning Commission and City Council. Staff indicated that this is in the purview of the committee to make recommendations of this type as part of their motion. Committee Member Sauer lives near this development and shared that this area of the City does not have a lot of trees remaining and would like to recommend an exception in this for instance with the tree removal plan.
- The need to review the current tree preservation ordinance and make changes was reiterated by the committee.

Motion was made by Sauer, seconded by Schwartz to recommend to City Council approval of the Reserve at Cedar Creek Preliminary Plat with a recommendation to review the existing healthy trees on site and make a greater effort to preserve the screening along the north, south and west borders and make consideration for enhanced screening with new, diverse plantings along the same borders.

Ayes: Unanimous

DRAFT - PLANNING ITEM ONLY



Memorandum

To: Planning Commission
From: Kris Jensen, Planning Manager
Date: May 13, 2025
Subject: Packet Material for the May 22, 2025 Planning Commission Meeting
Agenda Item: Reserve at Cedar Creek preliminary plat and easement vacation.
Action Deadline: June 3, 2025

BACKGROUND

Reserve at Cedar Creek, LLC has applied for a preliminary plat and easement vacation to allow the development of 48 single family home lots on 20 acres to be known as Reserve at Cedar Creek. The Reserve at Cedar Creek preliminary plat is located north of 202nd Street (CSAH 50), west of Glenbrook Path, and south of 200th Street.

The Reserve at Cedar Creek preliminary plat plans have been distributed to Engineering Division and Parks and Recreation Department staff, and the Parks, Recreation and Natural Resources Committee.

EXHIBITS

- A. Aerial Map
- B. Zoning Map
- C. Easement Vacation
- D. Existing Conditions
- E. Preliminary Plat
- F. Overall Preliminary Grading & Erosion Control Plan
- G. Preliminary Sanitary Sewer and Watermain Plan
- H. Preliminary Storm Sewer Plan
- I. Overall Tree Inventory Plan
- J. Tree Inventory Data (2 pages)
- K. Overall Preliminary Landscape Plan
- L. Plat Commission Letter dated March 13, 2025

PLANNING ANALYSIS

EASEMENT VACATION

The south parent parcel includes a public drainage and utility easement over the East Branch of South Creek, which crosses the southeast corner of the parcel to be developed. The Federal Emergency Management Agency (FEMA) recently approved a Letter of Map Revision (LOMR) for the creek in this area, which more accurately defines the floodplain within this parcel. Because of this revision and that the creek area will be placed in an outlot and required to be deeded to the City with the final plat, the easement over the creek area is no longer needed. The easement also includes roadway, drainage, and utility easement over 202nd Street, which will be replaced with platted right of way.

PRELIMINARY PLAT

Existing Conditions. The development site consists of two parcels. Each parcel has a single family home and outbuilding, all of which will be removed with development of the properties.

Consistency with the Comprehensive Plan. The Reserve at Cedar Creek property is located in Planning District 5 of the 2040 Comprehensive Plan, which guides the subject property for low/medium density residential development.

Adjacent Land Uses. The adjacent land uses and zoning are as follows:

- North – 200th Street, Large lot single family home property (RST-2)
- East – Cedar Creek Villas detached townhome lots (RST-2)
- South – 202nd Street (CSAH 50), Large lot single family home property (RST-2)
- West – Large lot single family homes (RST-2)

Consistency with the Capital Improvement Plan (CIP). City streets, sanitary sewer and water improvements for the area of Reserve at Cedar Creek will be financed and constructed by the Developer. The development costs associated with the Reserve at Cedar Creek development are not programmed in the 2025– 2029 CIP.

Premature Subdivision Criteria. A preliminary plat may be deemed premature if any of the criteria listed in Chapter 10-2-4-1 of the Subdivision Ordinance exist. Eligible criteria pertain to a lack of adequate: drainage, water, streets, sanitary sewer, and public service capacity (police and fire protection). The other pertinent criteria pertain to inconsistencies with the City Comprehensive Land Use and Capital Improvement Plans (discussed above). Staff review of the Reserve at Cedar Creek preliminary plat against these criteria finds that it is not a premature subdivision.

MUSA. The Reserve at Cedar Creek preliminary plat area is located within the current MUSA.

Density/Average Lot Size. The Reserve at Cedar Creek preliminary plat consists of 48 single-family home lots on 20 acres. This results in a gross density of 2.40 units per acre.

Excluding arterial street right-of-way, stormwater management ponds, and the creek, the net density is 3.27 units per acre.

Lot Requirements. The following minimum requirements for single family home lots in the RST-2 District pertain to the Reserve at Cedar Creek preliminary plat:

	Lot Area	Lot Width
Interior Lot	8,400 SF	70 feet
Corner Lot	10,200 SF	85 feet

The proposed lots shown on the Reserve at Cedar Creek preliminary plat have sufficient area to accommodate the single family homes.

Lot Setbacks. The following minimum setbacks for single family homes in the RST-2 District pertain to the Reserve at Cedar Creek preliminary plat:

Front Yard	Rear Yard	Side Yard	
		Interior	ROW
25 ft garage face 20 ft building	30 feet	7 feet	20 feet

The proposed lots shown on the Reserve at Cedar Creek preliminary plat have sufficient area to accommodate a single family home.

Garage Area. The single family homes are proposed to include slab on grade, look out, and walk out units. The minimum width of each garage must be 22 feet (interior measurement). Units that are slab on grade must have a minimum garage size of 540 square feet and units which are a look out or walk out design must have minimum garage size of 480 square feet, to comply with the requirements of Section 11-18-7.D.

Outlots. There are two outlots totaling 2.18 acres in the Reserve at Cedar Creek preliminary plat. The use of the proposed outlots will be as follows:

Outlot A is a 2.05 acre outlot consisting of a stormwater management basin that will be deeded to the City with the final plat.

Outlot B is a 2.13 acre outlot consisting of a drainageway and stormwater management basin that will be deeded to the City with the final plat.

Landscaping. While Lots 1-9, Block 1 directly abut 200th Street, buffer yard landscaping is not required as 200th Street is designated as a minor collector roadway in the City's Comprehensive Transportation Plan. Buffer yard landscaping is required when lots abut major collector or arterial roads. Regardless, the Developer has opted to include trees at

the rear of the lots adjacent to 200th Street as well as Lots 12-17, Block 2, which abut a stormwater pond adjacent to 202nd Street (CSAH 50)

Signs. A location for a monument sign is not shown on the preliminary plat. If planned, a monument sign must be located within and outlot or on private property.

Streets. The following is a summary of streets proposed with the Reserve at Cedar Creek preliminary plat. Additional detailed information is outlined in the Engineering Division memorandum dated May 13, 2025.

202nd Street (CSAH 50) – 202nd Street is south of and adjacent to the property and is classified as a minor arterial County Highway in the Comprehensive Transportation Plan. 202nd Street was reconstructed in 2019 as a two-lane divided roadway. The Developer is dedicating 75 feet of north half right of way as required by the current Dakota County Plat Needs Map. 202nd Street has bituminous trails on both sides of the street.

200th Street – 200th Street is north of and adjacent to the property and is designated as a minor collector in the City's Transportation Plan. It is currently a rural gravel roadway. The Developer is dedicating 40 feet of south half right of way with the preliminary plat. There are no programmed improvements in the current adopted CIP (2025-2029). Driveway access from Lots 1-9, Block 1 to 200th Street is prohibited.

Globe Drive – Globe Drive is an existing 32-foot-wide residential street along the east property line, just outside the plat boundary. It was constructed within a 60-foot-wide right-of-way with a five-foot-wide concrete sidewalk along the east side of the street and will provide access to 200th Street.

Glarus Lane – Glarus Lane will be a 32-foot-wide residential street constructed within a 60-foot-wide right-of-way with a five-foot-wide concrete sidewalk on one side of the street that will be extended from the Cedar Creek Villas development to the east. The Developer will be required to place a future street extension sign and barricades at the west end of the street.

Gothic Avenue – Gothic Avenue will be a 32-foot-wide residential street constructed within a 60-foot-wide right-of-way with a five-foot-wide concrete sidewalk on one side of the street that will be extended from the Cedar Creek Villas development to the east.

All streets meet the minimum width and design requirements of the Subdivision Ordinance.

Sidewalks/Trails. The Developer will construct five-foot-wide concrete sidewalks along one side of all streets in the development. No trails are proposed to be constructed with the development. Additional information regarding sidewalk and trail construction is included in the Engineering Memo.

Plat Commission. The Dakota County Plat Commission reviewed the preliminary plat at their March 12, 2025 meeting and approved the preliminary plat.

Phasing. Reserve at Cedar Creek will be developed in one phase.

Grading, Drainage, Erosion Control, and Utilities. Proposed grading, drainage, erosion control, and utilities for the Reserve at Cedar Creek preliminary plat is shown on the grading, drainage and erosion control and utility plans. All existing and new local utilities shall be placed underground.

Grading, drainage, erosion control, and utilities details are outlined in the May 13, 2025 engineering report prepared by Alanna Sobottka, Civil Engineer and Mac Cafferty, Environmental Resources Manager. The Engineering Division recommends approval of the preliminary plat and easement vacations.

Tree Preservation. A tree preservation plan was submitted by the Developer that identifies 857 significant trees on site. The tree preservation plan proposes to save 30 (3.5%) of the significant trees on site. A significant number of trees on site were planted by current or previous property owners. All 'save' trees must be replaced at a ratio of 2:1.

Wetlands. A wetland delineation was completed and approved for the site in 2024. There is a 0.125 acre wetland that will be impacted and the Developer has purchased 0.25 acres of wetland banking credit to replace the wetland impacts. Mac Cafferty has reviewed the wetland report and additional information about the wetlands are included in the May 13, 2025 engineering report.

Park Dedication. The 2015 Parks, Trails, and Open Space Plan does not identify a park location in this area. The park dedication requirement will be satisfied through park dedication fees to be paid with the final plat. The Parks, Recreation and Natural Resources Committee will review the preliminary plat at their May 21, 2025 meeting. Their comments will be forwarded to the Planning Commission at the public hearing.

Overhead Utilities. Overhead electric line and poles are located along the south side of 200th Street. The Developer will be required to place these utilities underground along the plat boundary as a part of the improvements on the site.

RECOMMENDATION

Community Development Department staff recommends approval of the Reserve at Cedar Creek preliminary plat and easement vacation, subject to the following stipulations:

1. Implementation of the recommendations listed in the May 13, 2025 engineering report.
2. Park dedication shall be satisfied with a cash contribution paid with the final plat.
3. The Developer shall construct five-foot-wide concrete sidewalks as shown on the preliminary plat plans.
4. Outlots A and B shall be deeded to the City with the final plat.

5. Glarus Lane must have a future street extension sign and barricades placed at the west end of the street.
6. Driveway access from Lots 1-9, Block 1 to 200th Street is prohibited.
7. All new local utilities and the existing overhead service utilities located along the south side of 200th Street shall be placed underground.



Memorandum

To: Kris Jenson, Planning Manager
From: Alanna Sobottka, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director
Copy: Julie Stahl, Finance Director
Tina Goodroad, Community Development Director
Dave Mathews, Building Official
Date: May 13, 2025
Subject: Reserve at Cedar Creek

- Preliminary Plat
- Preliminary Utility Plan
- Preliminary Grading and Erosion Control Plan
- Preliminary Tree Preservation and Landscaping Plan

BACKGROUND

Reserve at Cedar Creek, LLC submitted a preliminary plat named Reserve at Cedar Creek. The proposed subdivision is located south of and adjacent to 200th Street, west of Cedar Avenue (CSAH 23) and north of and adjacent to 202nd Street (CSAH 50). The parent parcels consist of two metes and bounds parcels (PID Nos. 22-02800-01-022 and 22-02800-01-028) and are zoned RST-2, Single and Two Family Residential District.

The preliminary plat consists of 48 residential lots within three blocks, and two outlots on 20.00 acres. The outlots created with the preliminary plat have the following uses:

Outlot A: Stormwater Management; deeded to City (2.05 acres)
Outlot B: Stormwater Management, Wetland, and Buffer; deeded to City (2.13 acres)

The development will be completed by:

Developer:	Reserve at Cedar Creek, LLC
Engineer/Surveyor:	Westwood Professional Services

SITE CONDITIONS

The Reserve at Cedar Creek site consists of two existing homesteads. All existing structures, accessory buildings, driveways and aprons, fences and septic systems shall be removed, and all wells shall be abandoned with the final plat. The Developer shall provide a security with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations, including demolition permit from the Building Inspections Division.

STREET AND SUBDIVISION LAYOUT

200th Street

Reserve at Cedar Creek is located south of and adjacent to 200th Street, a City roadway classified as a minor collector. The Developer is dedicating the south ½ right-of-way of 40 feet, as shown on the preliminary plat. Dedication of the north ½ right-of-way will be collected when the adjoining property to the north is subdivided.

200th Street is a two-lane undivided rural gravel roadway. 200th Street will be constructed in the future consistent with City urban collector roadway design standards. There are no programmed improvements in Lakeville's current adopted 5-year Capital Improvement Plan (2025-2029).

202nd Street (CSAH 50)

Reserve at Cedar Creek is located north of and adjacent to 202nd Street, a minor arterial County highway, as identified in the City's Transportation Plan. The current Dakota County Plat Review Needs Map indicates a 75-foot-wide half right-of-way requirement, which is shown to be dedicated on the preliminary plat.

Local Roads

Development of Reserve at Cedar Creek includes the extension of Glarus Lane and Gothic Avenue, City roadways classified as local roads. The roadways are designed as 32-foot-wide urban roads with a sidewalk along one side, within a 60-foot-wide right-of-way. The Developer is dedicating the necessary right-of-way as shown on the preliminary plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction is restricted to the 200th Street and Globe Drive intersection, via Cedar Avenue (CSAH 23). Construction access and egress is not permitted on Hamburg Avenue.

PARKS, TRAILS, AND SIDEWALKS

Development of Reserve at Cedar Creek 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 Park Dedication requirement has not been collected on the parent parcels and will be satisfied through a cash contribution with the final plat, calculated based on the rate in effect at that time.

UTILITIES

SANITARY SEWER

Reserve at Cedar Creek is located within subdistrict SC-10070 of the South Creek sanitary sewer district. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor sewer monitored by meter M646. Wastewater treatment is provided by the Empire Wastewater Treatment Facility.

Development of Reserve at Cedar Creek includes construction of public sanitary sewer. 8-inch sanitary sewer will extend within the subdivision from existing stubs located within Glarus Lane (west of the Globe Drive intersection) and Gothic Avenue (west of the Globe Drive intersection). The Developer shall extend public sanitary sewer to the west plat boundary (west of the Glarus Lane and Gothic Avenue intersection) to provide for future development. The Developer is responsible for obtaining all necessary temporary easements, as applicable, so that future sanitary sewer connections do not impact any existing public streets.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and will be satisfied through a cash contribution with the final plat, calculated based on the rate in effect at that time.

WATERMAIN

Development of Reserve at Cedar Creek includes construction of public watermain. 8-inch watermain will extend within the subdivision from existing stubs located within Glarus Lane (west of the Globe Drive intersection) and Gothic Avenue (west of the Globe Drive intersection). The Developer shall extend public watermain to the west plat boundary (west of the Glarus Lane and Gothic Avenue intersection) to provide for future development. The Developer is responsible for obtaining any necessary temporary easements, as applicable, so that future watermain connections do not impact any existing public streets.

UNDERGROUNDING

Existing aboveground equipment (utility lines and poles) is located along the south side of 200th Street, adjacent to the parent parcels. The equipment must be relocated and maintained

underground with development of Reserve at Cedar Creek, consistent with the City's Public Ways and Property Ordinance. The Developer shall provide a security with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations.

DRAINAGE AND GRADING

Reserve at Cedar Creek is located within subdistrict SC-095 of the South Creek stormwater district.

The Reserve at Cedar Creek preliminary plat includes construction of two stormwater management basins to provide water quality treatment and rate control of the stormwater runoff generated from Reserve at Cedar Creek. These basins are placed within Outlots A and B that will be deeded to the City with the final plat.

The final grading plan shall identify all fill lots in which 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 are submitted and approved by City staff.

Reserve at Cedar Creek 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

Reserve at Cedar Creek includes construction of public storm 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 a public stormwater management basin located within Outlots A and B, Reserve at Cedar Creek.

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

The Storm Sewer Charge has not been collected on the parent parcels and will be collected with the final plat, calculated based on the rate in effect at that time.

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

FEMA FLOODPLAIN ANALYSIS

Reserve at Cedar Creek is shown on the Flood Insurance Rate Map (Map No. 27037C0211E; Eff. Date 12/2/2011; Revised to reflect LOMR Eff. Date 5/5/2025) primarily as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, the lots within Reserve at Cedar Creek are not located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

South Creek crosses through the southwest corner of Reserve at Cedar Creek 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 of final plat approval.

WETLANDS

The wetland delineation for the site was completed and approved on 8/16/2024. The wetland delineation for the area outlined in the reports has been determined to be acceptable for use in implementing the Wetland Conservation Act.

The plans propose to impact one lower quality wetland that is located within farm pasture. The total proposed wetland impact is 0.125 acres. A wetland replacement plan was approved 3/11/2025. The developer has purchased 0.25 acres of wetland banking credit to replace the wetland impacts.

The remaining creek, wetland and buffers on the site will be placed in City-owned outlots. Natural Area signs will be installed along the wetland buffers (4 locations). Final locations must be reviewed by City staff prior to installation. The Developer is responsible for the establishment and of the wetland buffers with native vegetation.

TREE PRESERVATION

The tree preservation/inventory plan submitted with the Reserve at Cedar Creek preliminary plat identifies approximately 857 existing significant trees located within the preliminary plat boundaries. Most of the trees will be removed for the grading of site.

All “save” trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance.

EROSION CONTROL

The Developer is responsible for obtaining a MPCA Construction Permit and updating the SWPPP, including changes during construction, for the duration of the project. The permit requires that all erosion and sediment BMPs be clearly outlined in the project SWPPP.

The Developer is responsible for the establishment of native vegetation around all stormwater management basins and along the creeks and wetlands within the buffer areas. Redundant silt fence is required along all wetlands and waterways that do not have an established 50-foot buffer. Additional erosion control measures may be required during construction, as deemed necessary by City staff, and must be installed and maintained by the Developer.

The MS4 Administration Fee has not been collected on the parent parcels and shall be paid with the final plat, calculated based on the rate in effect at that time.

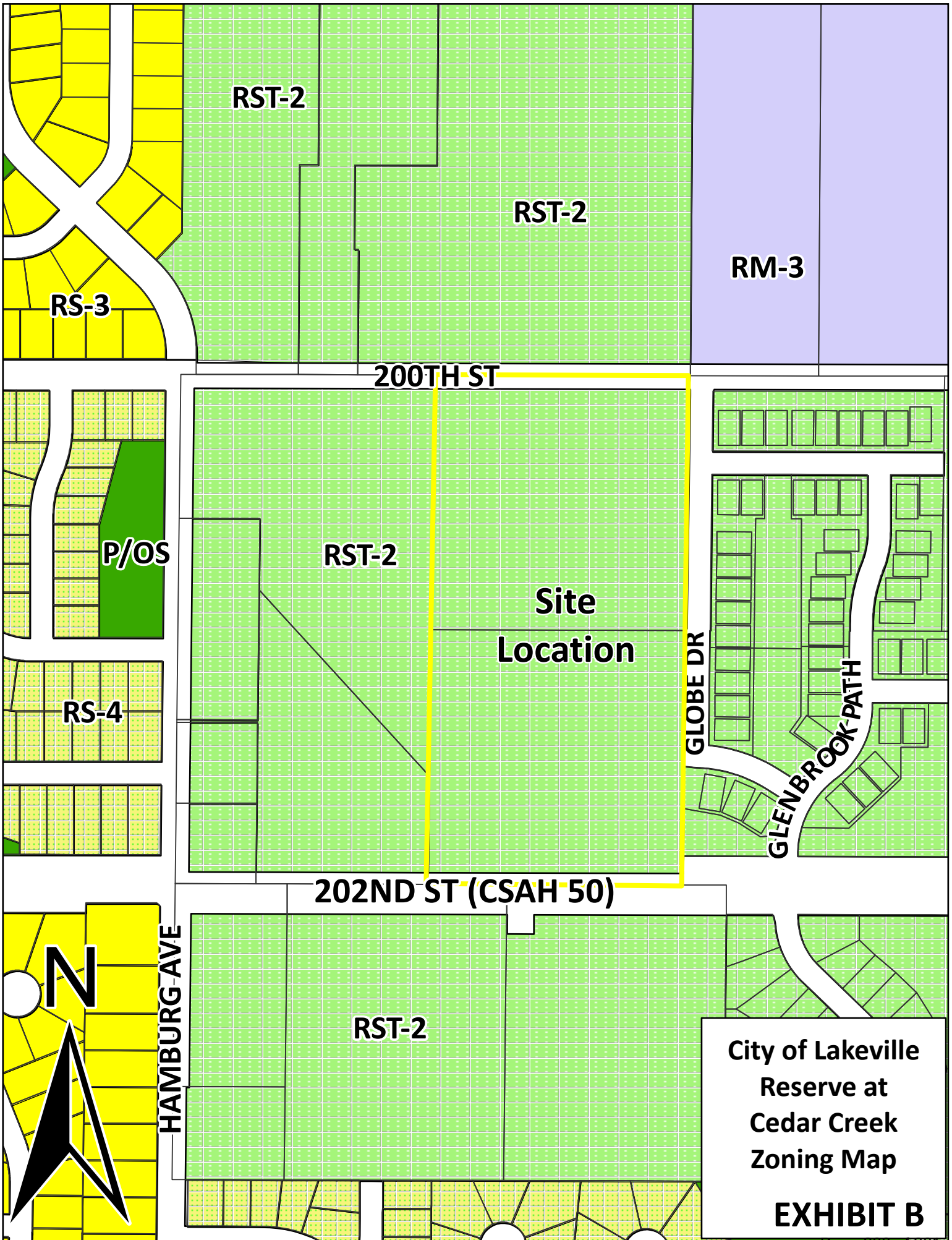
RECOMMENDATION

Engineering recommends approval of the preliminary plat, grading and erosion control plan, tree preservation, landscape, and utility plan for Reserve at Cedar Creek, subject to the requirements and stipulations within this report.



City of Lakeville
Reserve at
Cedar Creek
Site Location Map

EXHIBIT A



DESCRIPTION

A PUBLIC DRAINAGE AND UTILITY EASEMENT OVER, UNDER , AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 661.31 FEET OF THE EAST 1983.05 FEET OF THAT PART OF THE N $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ LYING SOUTHERLY OF THE NORTH 660.00 FEET THEREOF IN SECTION 28, RANGE 20, DAKOTA COUNTY, MINNESOTA.

EASEMENT IS FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 00 DEGREES 10 MINUTES 34 SECONDS WEST, ASSUMED BEARING, ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 446.00 FEET; THENCE SOUTH 42 DEGREES 57 MINUTES 40 SECONDS EAST, A DISTANCE OF 263.71 FEET; THENCE SOUTH 10 DEGREES 59 MINUTES 37 SECONDS EAST, A DISTANCE OF 255.05 FEET TO THE SOUTH LINE OF SAID PROPERTY; THENCE SOUTH 89 DEGREES 20 MINUTES 01 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 227.00 FEET TO THE POINT OF BEGINNING.

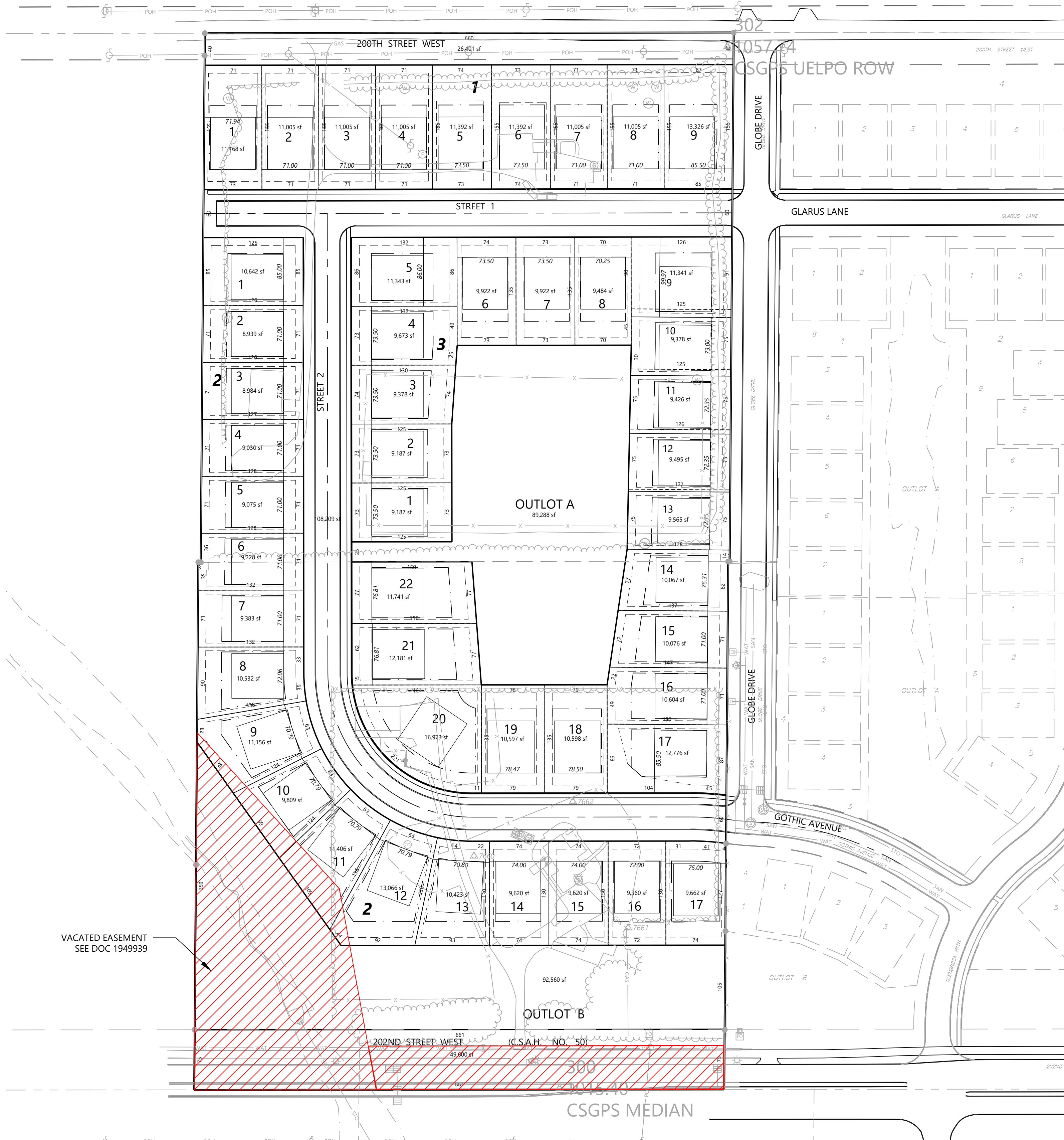
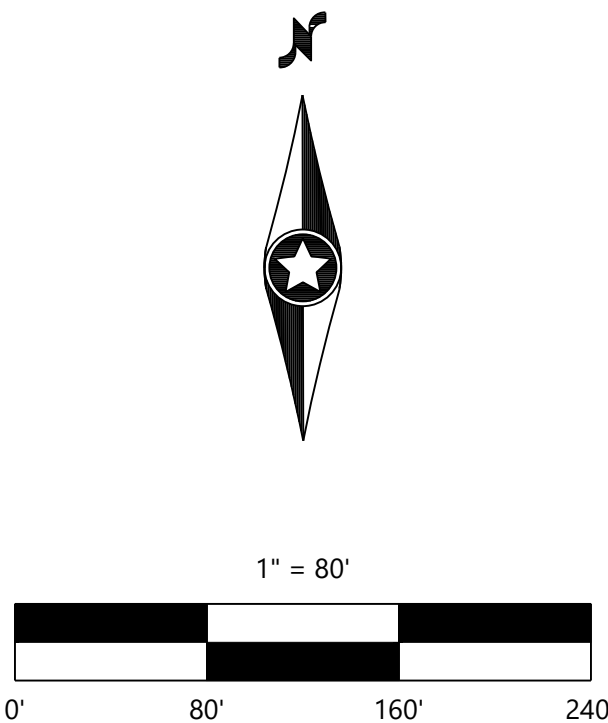


EXHIBIT C



RESERVE AT CEDAR CREEK

DESIGNED: TDD
CHECKED: TDD
DRAWN: TDD
HORIZONTAL SCALE: 80'
VERTICAL SCALE: 16' OR 8'

INITIAL ISSUE: 01/07/25
REVISIONS:
△
△
△
△
△

PREPARED FOR:
RESERVE AT CEDAR CREEK, LLC.
221 S RIVER RIDGE CIR STE 100
BURNSVILLE, MN 55337

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA
MATHEW J. WELINSKI
DATE: 01/07/25 LICENSE NO. 53596

RESERVE AT CEDAR CREEK
LAKEVILLE, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

**EASEMENT VACATION
EXHIBIT**

PROJECT NUMBER: 0052375.00

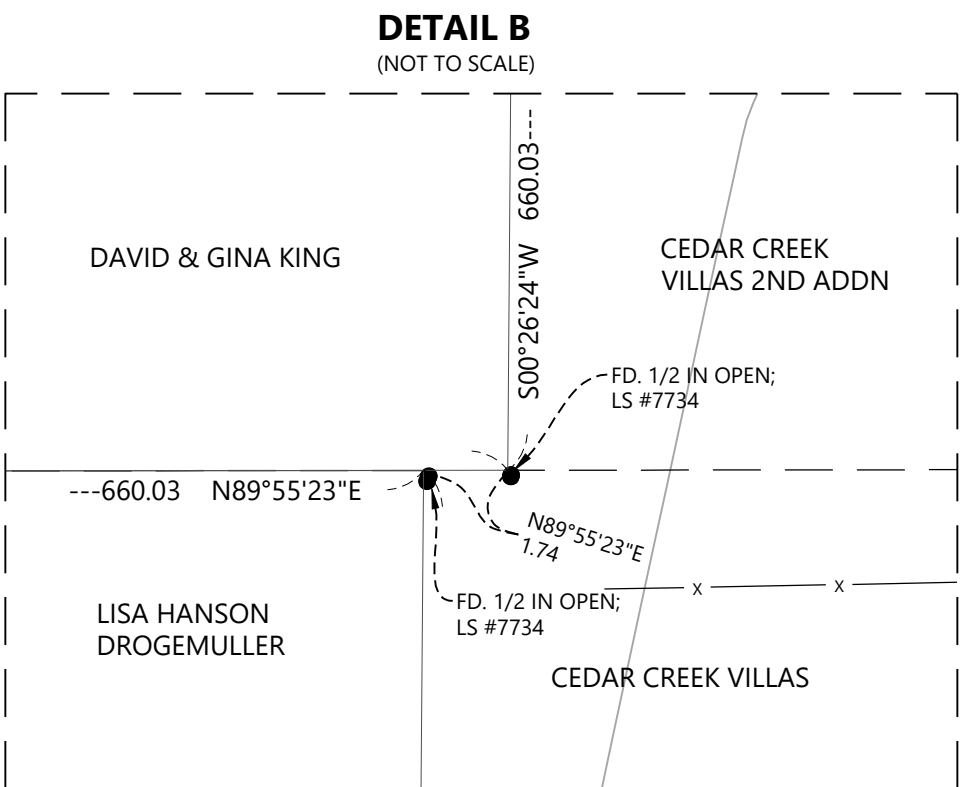
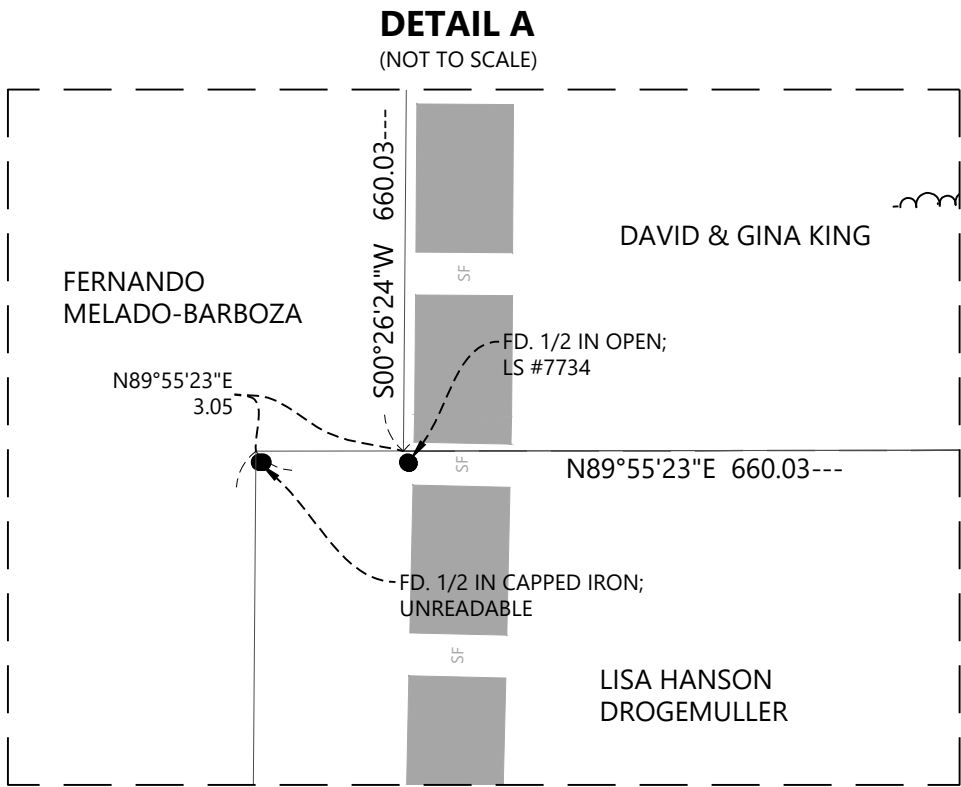
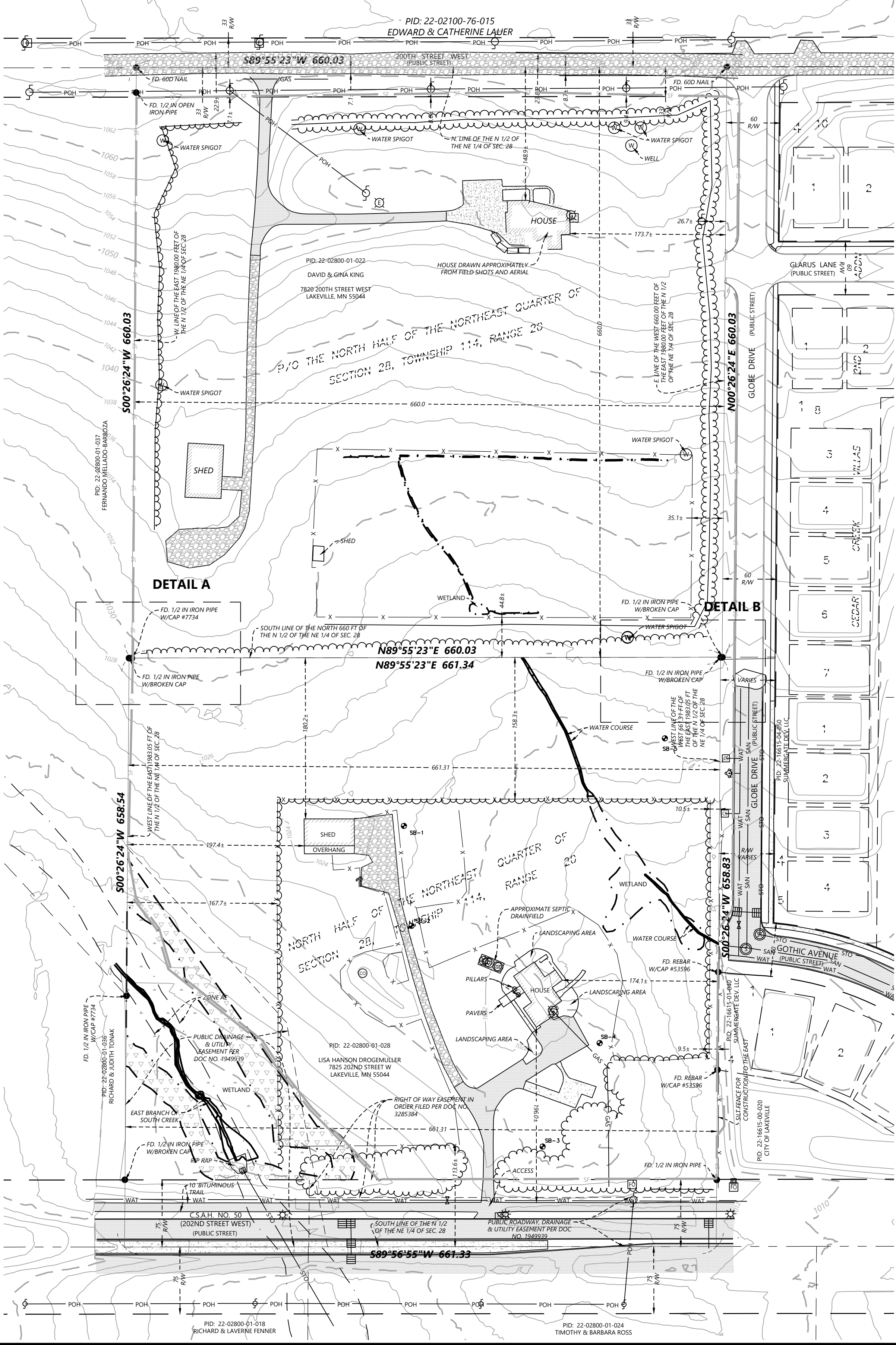
SHEET NUMBER:

1

OF

1

DATE: 2/7/25



KING PROPERTY DESCRIPTION

The West 660.00 feet of the East 1980.00 feet of the North 660.00 feet of the North-Half (N1/2) of the Northeast Quarter (NE1/4), Section Twenty-eight (28), Township One Hundred Fourteen (114), Range Twenty (20), Dakota County, Minnesota.

Abstract Property

DROGEMULLER PROPERTY DESCRIPTION

The West 661.31 feet of the East 1983.05 feet of that part of the North 1/2 of the Northeast 1/4 lying Southerly of the North 660.00 feet thereof, Section 28, Township 114, Range 20, Dakota County, Minnesota.

Abstract Property

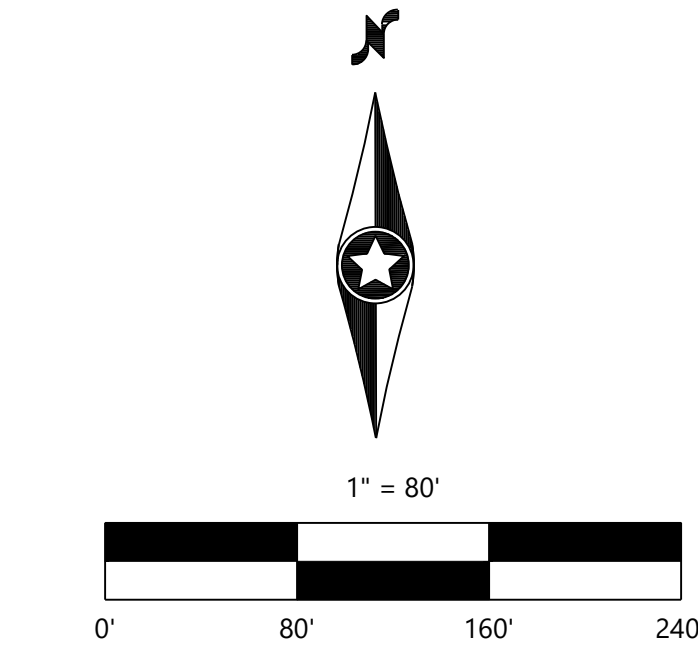
GENERAL NOTES

- Bearings of property lines shown hereon are based on the Dakota County coordinate system, (NAD 83 - 1986 Control Adjustment).
- Lengths of lines and distances between features are measured in US-Survey Feet.
- Wetlands shown were delineated by Westwood Professional Services.

LEGEND

⊙	SANITARY MANHOLE	---	BOUNDARY LINE
⊙	SEWER CLEANOUT	---	RIGHT-OF-WAY LINE
⊙	STORM MANHOLE	---	LOT LINE
⊙	CATCH BASIN	---	EASEMENT LINE
⊙	FLARED END SECTION	---	SECTION LINE
⊙	HYDRANT	---	TREE LINE
⊙	GATE VALVE	---	GAS LINE
⊙	CURB STOP BOX	---	POH POWER OVERHEAD
⊙	WELL	---	PUG POWER UNDERGROUND
⊙	FARM HYDRANT	---	SAN SANITARY SEWER
⊙	ELECTRIC BOX	---	STO STORM SEWER
⊙	ELECTRIC METER	---	WAT WATERMAIN
⊙	STREET LIGHT	---	FO FIBER OPTIC
⊙	GUY WIRE	---	X FENCE LINE
⊙	POWER POLE	---	--- CURB & GUTTER
⊙	FIBER OPTIC PEDESTAL	---	CONCRETE SURFACE
⊙	NATURAL GAS METER	---	BITUMINOUS SURFACE
⊙	STEEL/WOOD POST	---	GRAVEL SURFACE
⊙	SIGN	---	WETLAND
⊙	MAIL BOX	---	● FOUND MONUMENT

EXHIBIT D



NOT FOR CONSTRUCTION

PREPARED FOR:
RESERVE AT CEDAR CREEK, LLC.

221 S RIVER RIDGE CIR STE 100
BURNSVILLE, MN 55337

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE
STATE OF MINNESOTA
MATHEW J. WELINSKI
DATE: 05/14/25 LICENSE NO. 53596

RESERVE AT CEDAR CREEK
LAKEVILLE, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

EXISTING CONDITIONS

PROJECT NUMBER: 0052375.00

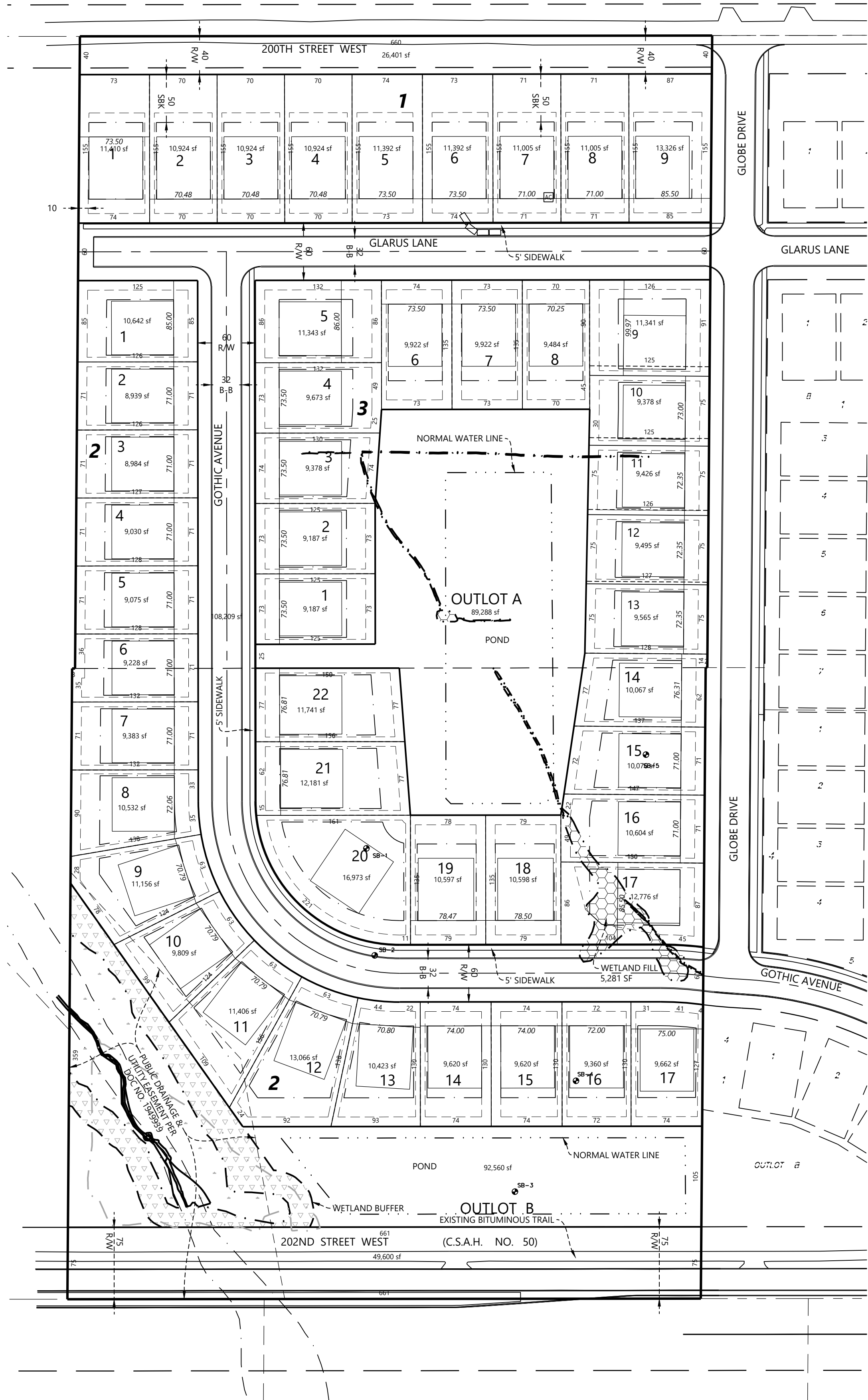
SHEET NUMBER:

2

OF

25

DATE: 05/14/25



KING PROPERTY DESCRIPTION

The West 660.00 feet of the East 1980.00 feet of the North 660.00 feet of the North-Half (N1/2) of the Northeast Quarter (NE1/4), Section Twenty-eight (28), Township One Hundred Fourteen (114), Range Twenty (20), Dakota County, Minnesota.

Abstract Property

DROGEMULLER PROPERTY DESCRIPTION

The West 661.31 feet of the East 1983.05 feet of that part of the North 1/2 of the Northeast 1/4 lying Southerly of the North 660.00 feet thereof, Section 28, Township 114, Range 20, Dakota County, Minnesota.

Abstract Property

SITE DEVELOPMENT DATA

- EXISTING ZONING: RST-2
- GROSS SITE AREA: 20.0 AC (871,214 SF)
MAJOR R.O.W.: 202ND ST 1.14 AC (49,600 SF)
200TH ST 0.61 AC (26,401 SF)
WETLANDS (TO REMAIN): 0.49 AC (21,344 SF)
- NET SITE AREA: 17.76 AC (773,625 SF)
- DEVELOPMENT SUMMARY
70 FT SINGLE FAMILY HOMES: 48 LOTS
- PROJECT DENSITY:
GROSS: ±2.40 UN/AC
NET: ±2.61 UN/AC

LOT STANDARDS

STANDARD	70' SINGLE FAMILY
MINIMUM LOT AREA	8,939 SF
AVERAGE LOT AREA	10,524 SF
MINIMUM LOT WIDTH	70' @ FRONT SBK
MINIMUM LOT DEPTH	124'
SETBACKS	
FRONT	25'
SIDE INTERIOR LOT	7'
SIDE CORNER LOT	20'
REAR	30" TYPICAL 50' TO 200TH ST. & 202ND ST.

OUTLOT TABLE

OUTLOT	USE	OWNERSHIP	GROSS AREA
A	PONDING	CITY	2.05 AC
B	PONDING / WETLAND	CITY	2.13 AC

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. DRAINAGE AND UTILITY EASEMENTS WILL BE PROVIDED OVER ALL PUBLIC UTILITIES AND UP TO 1 FOOT ABOVE THE HIGH WATER LEVEL OF ALL PONDS.
- STREET WIDTHS ARE SHOWN FROM BACK OF CURB TO BACK OF CURB.

TYPICAL SINGLE FAMILY (SF) LOT DETAIL

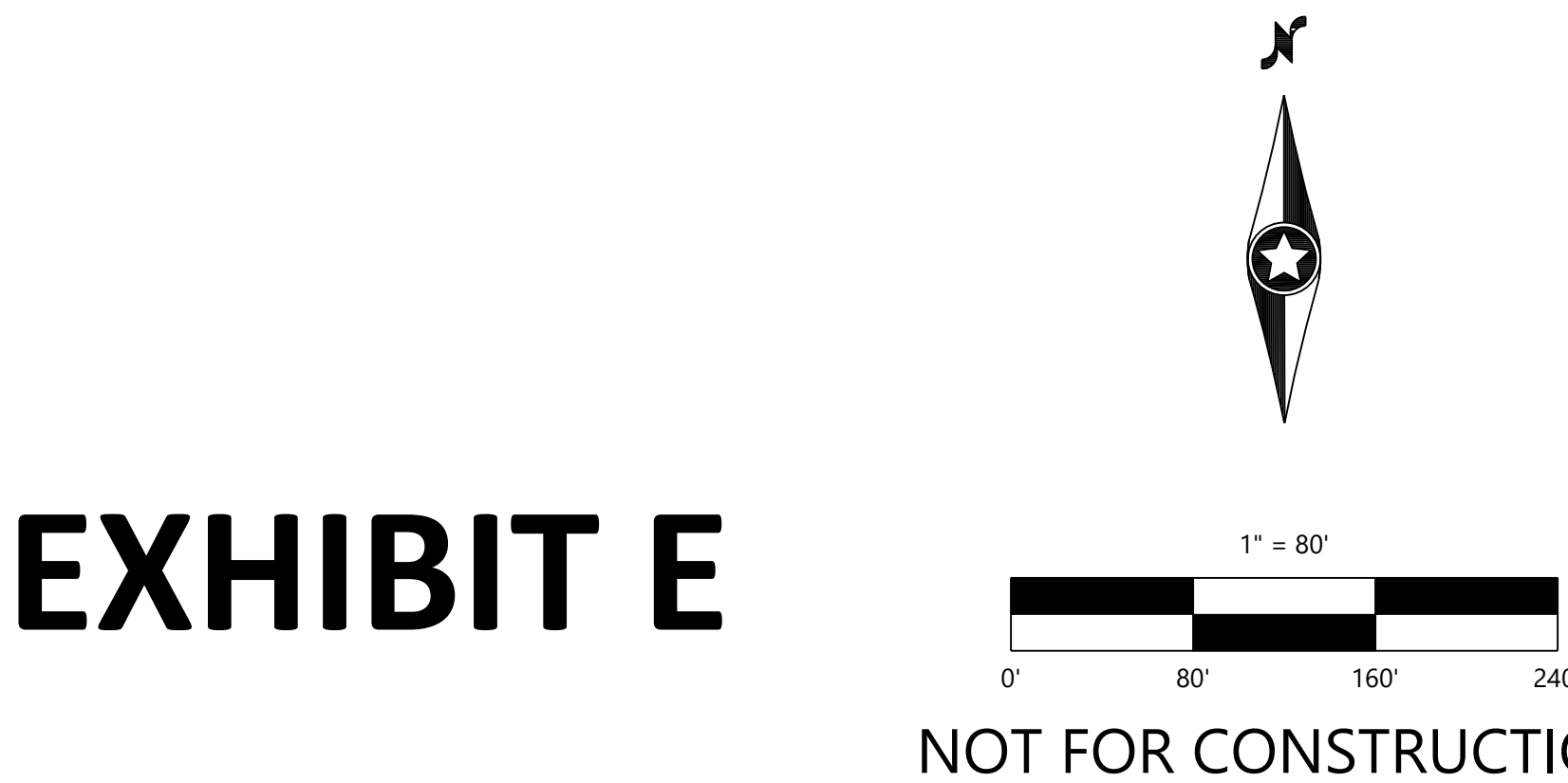
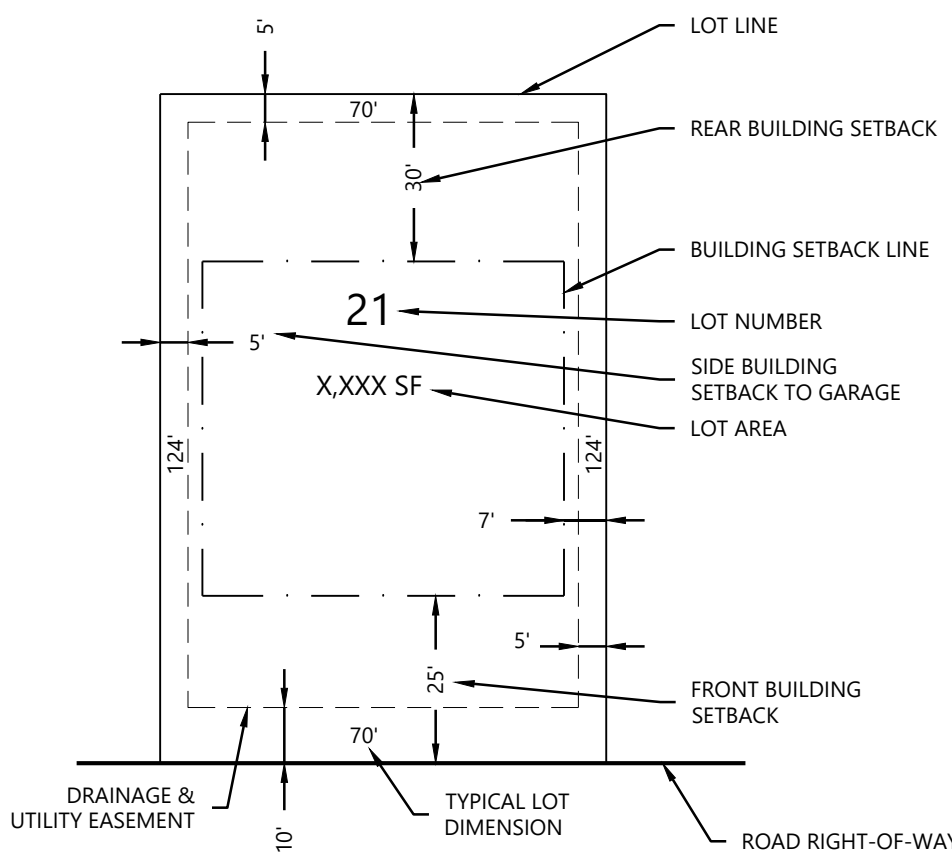


EXHIBIT E

NOT FOR CONSTRUCTION

DESIGNED:	TDD
CHECKED:	TDD
DRAWN:	TDD
HORIZONTAL SCALE:	80'
VERTICAL SCALE:	16' OR 8'

INITIAL ISSUE: 01/07/25

REVISIONS:

03/07/25	CITY COMMENTS
04/04/25	CITY COMMENTS
05/06/25	CITY COMMENTS
05/14/25	CITY COMMENTS

PREPARED FOR:

RESERVE AT CEDAR CREEK, LLC.

221 S RIVER RIDGE CIR STE 100
BURNSVILLE, MN 55337

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 L. MEYER

DATE: 05/14/25 LICENSE NO. 26971

RESERVE AT CEDAR CREEK

LAKEVILLE, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY PLAT

PROJECT NUMBER: 0052375.00

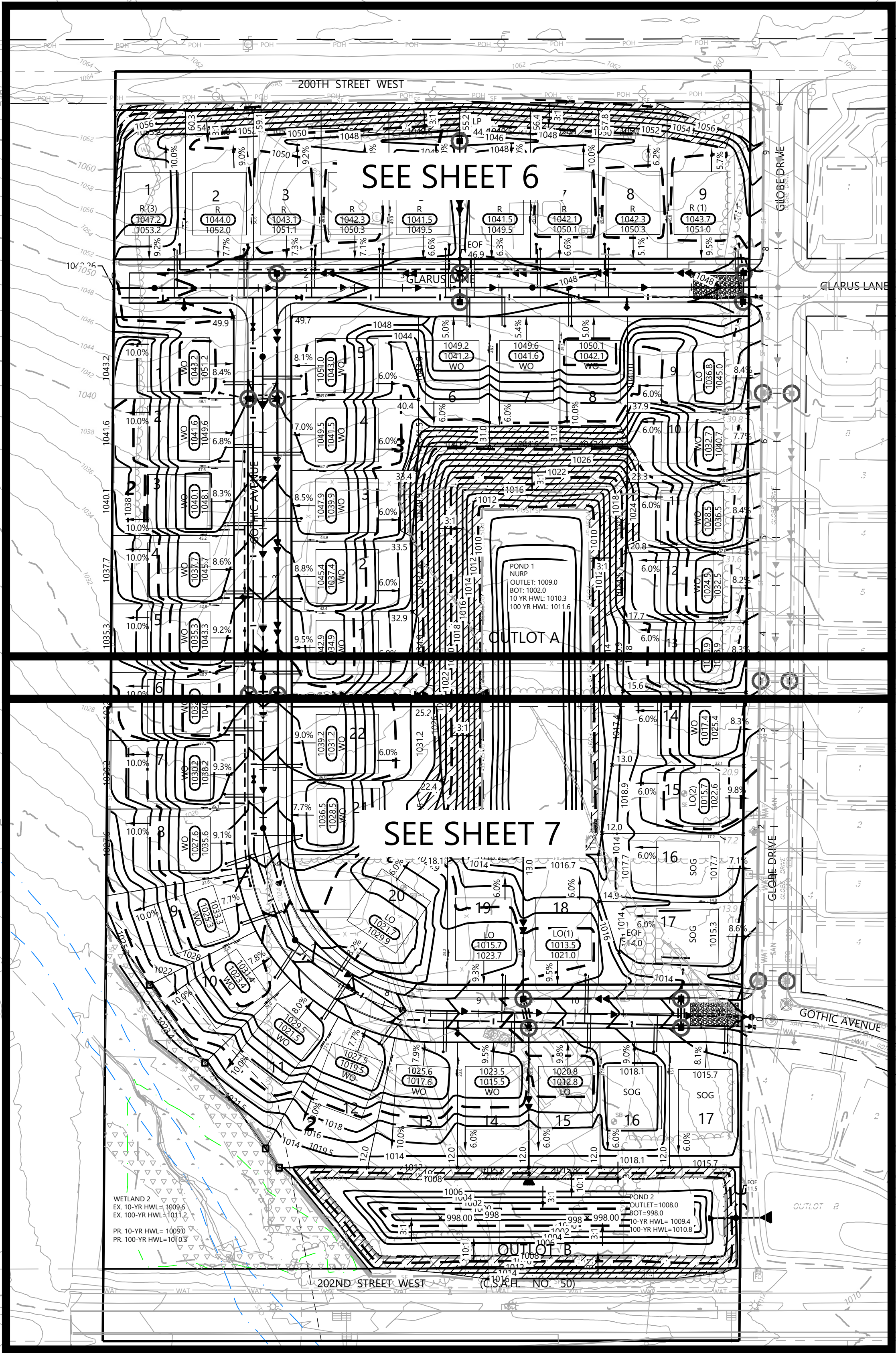
SHEET NUMBER:

4

OF

25

DATE: 05/14/25



GRADING & DRAINAGE NOTES

- ALL CONTOURS AND SPOT ELEVATIONS ARE SHOWN TO FINISHED SURFACE/GUTTER GRADES UNLESS OTHERWISE NOTED.
- REFER TO THE SITE PLAN/RECORD PLAT FOR MOST CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHICAL FEATURES WITH THE OWNERS AND FIELD-VERIFY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL RULES.
- POSITIVE DRAINAGE FROM THE SITE MUST BE PROVIDED AT ALL TIMES.

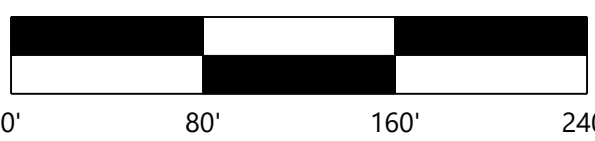
EROSION CONTROL NOTES

- ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAY BALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
- ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
- REDUNDANT PERIMETER SEDIMENT CONTROLS ARE NECESSARY WHEN SOIL DISTURBANCE IS WITHIN 50 FEET OF SURFACE WATERS. REDUNDANT SEDIMENT CONTROLS COULD INCLUDE:
 - TWO ROWS OF SILT FENCE (SEPARATED BY 8 FEET); OR
 - SILT FENCE AND A TOPSOIL BERM (STABILIZE BERM WITH MULCH); OR
 - SILT FENCE AND FIBER LOGS; OR
 - TOPSOIL BERM AND FIBER LOGS (STABILIZE BERM WITH MULCH).
- REDUNDANT SEDIMENT CONTROLS MUST BE INSTALLED PRIOR TO DISTURBING WITHIN 50 FEET OF THE SURFACE WATER.

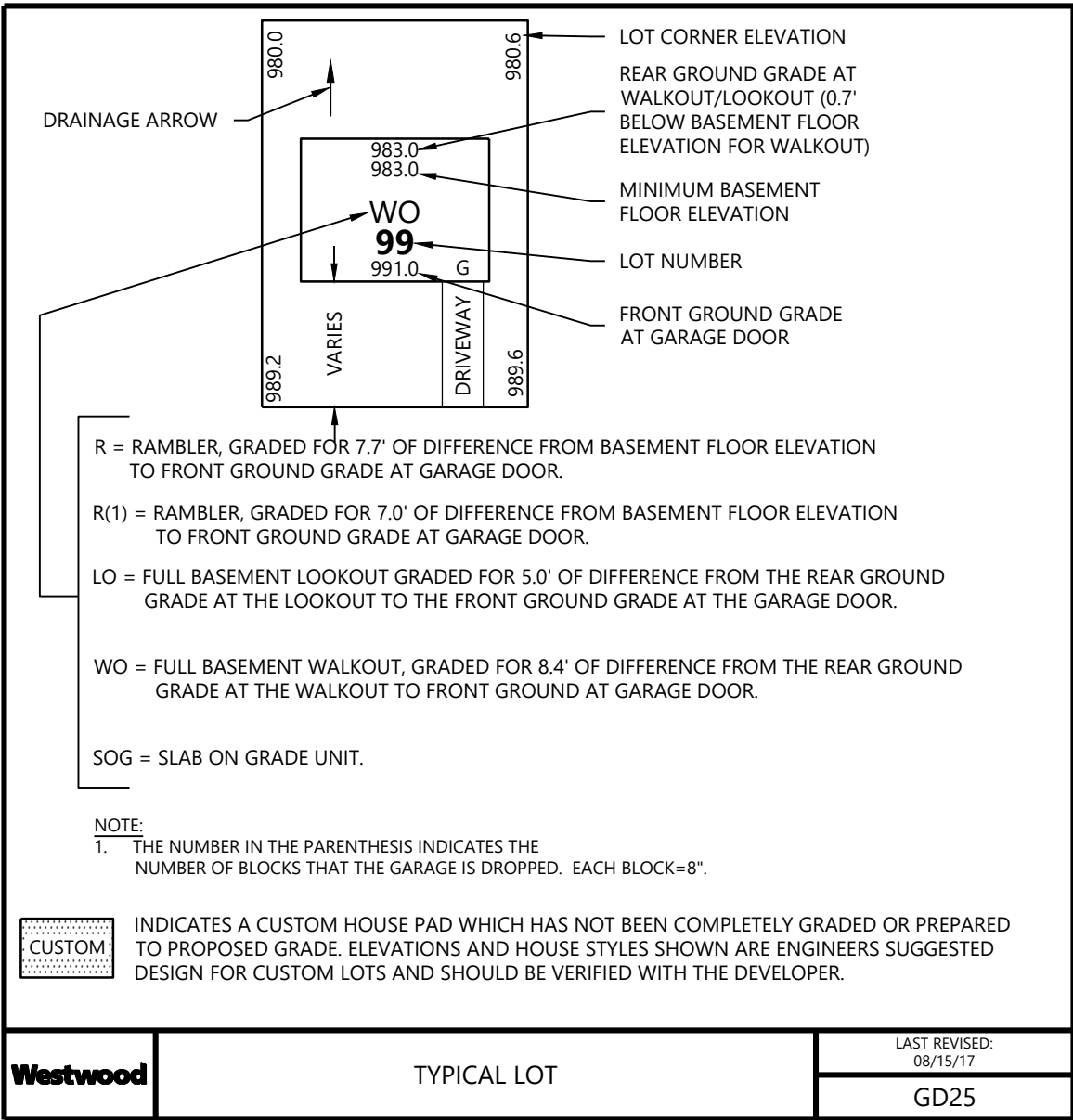
GRADING & EROSION CONTROL LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		SOIL BORING LOCATION
		INDEX CONTOUR
		SPOT ELEVATION
		HIGH/LOW POINT
		CL-CL ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		PROPOSED STREET PROFILE GRADE
		STORM SEWER
		TREE LINE
		TREE PROTECTION FENCE
		RETAINING WALL (MODULAR BLOCK)
		GRADING LIMITS
		SILT FENCE
		SILT FENCE-POST GRADING
		HEAVY DUTY SILT FENCE
		REDUNDANT SEDIMENT CONTROL
		INLET PROTECTION
		EROSION CONTROL CHECKS/BIOROLLS
		ROCK CONSTRUCTION ENTRANCE
		EROSION CONTROL BLANKET
		POND NORMAL WATER LEVEL
		WETLAND LINE
		FEMA 100-YEAR FLOODPLAIN
		CITY 100-YEAR FLOODPLAIN
		WETLAND FILL
		WETLAND BUFFER
		WETLAND BUFFER LIMITS
		WETLAND BUFFER MONUMENT

EXHIBIT F



NOT FOR CONSTRUCTION



DESIGNED:	TDD
CHECKED:	TDD
DRAWN:	TDD
HORIZONTAL SCALE:	80'
VERTICAL SCALE:	16' OR 8'

INITIAL ISSUE:	01/07/25
REVISIONS:	
	03/07/25 CITY COMMENTS
	04/04/25 CITY COMMENTS
	05/06/25 CITY COMMENTS
	05/14/25 CITY COMMENTS

PREPARED FOR:
RESERVE AT CEDAR CREEK, LLC.

221 S RIVER RIDGE CIR STE 100
BURNSVILLE, MN 55337

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

TOM DESUTTER
DATE: 05/14/25 LICENSE NO. 59640

RESERVE AT CEDAR CREEK
LAKEVILLE, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

**OVERALL PRELIMINARY
GRADING AND EROSION
CONTROL PLAN**

PROJECT NUMBER: 0052375.00

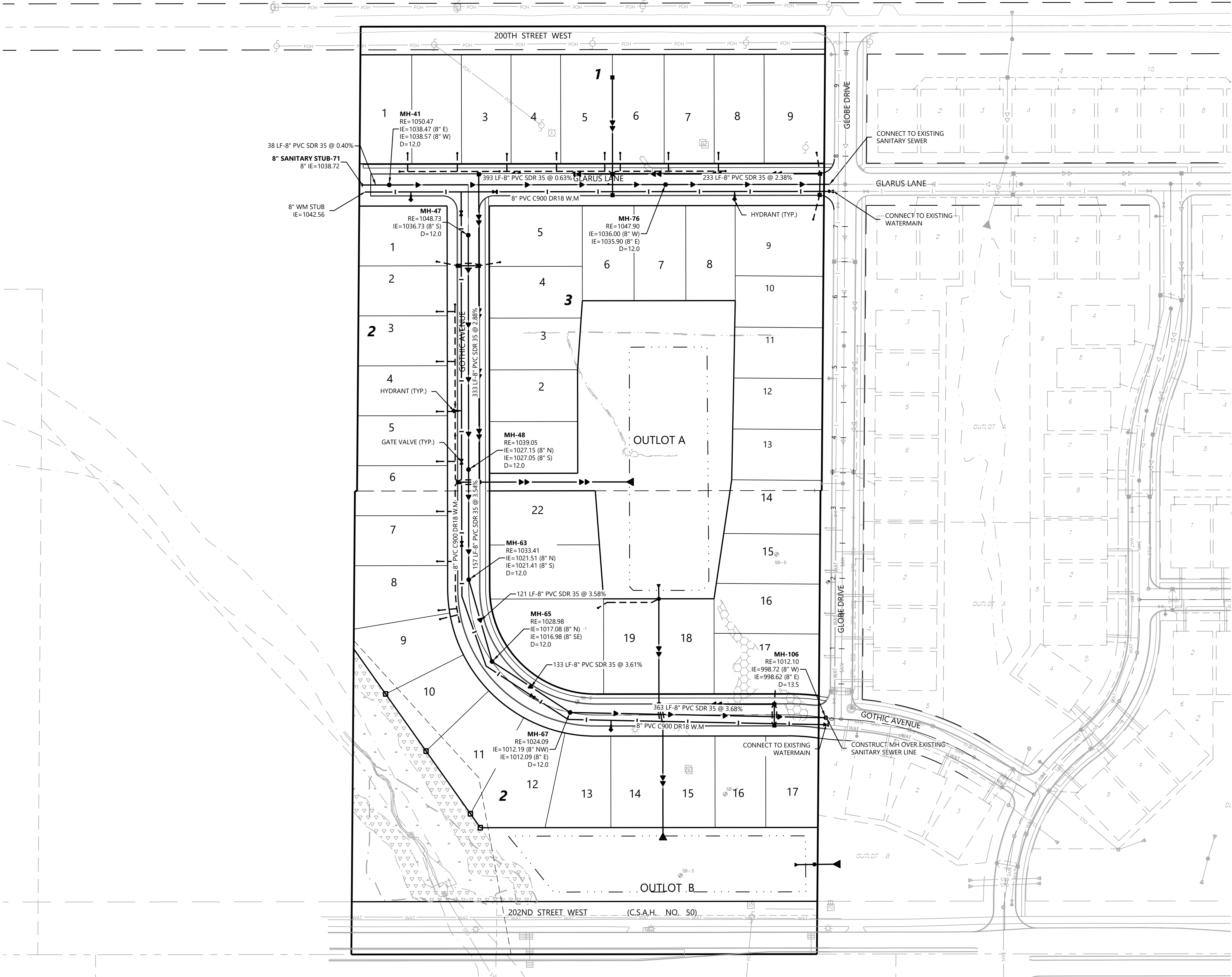
SHEET NUMBER:

5

OF

25

DATE: 05/14/25



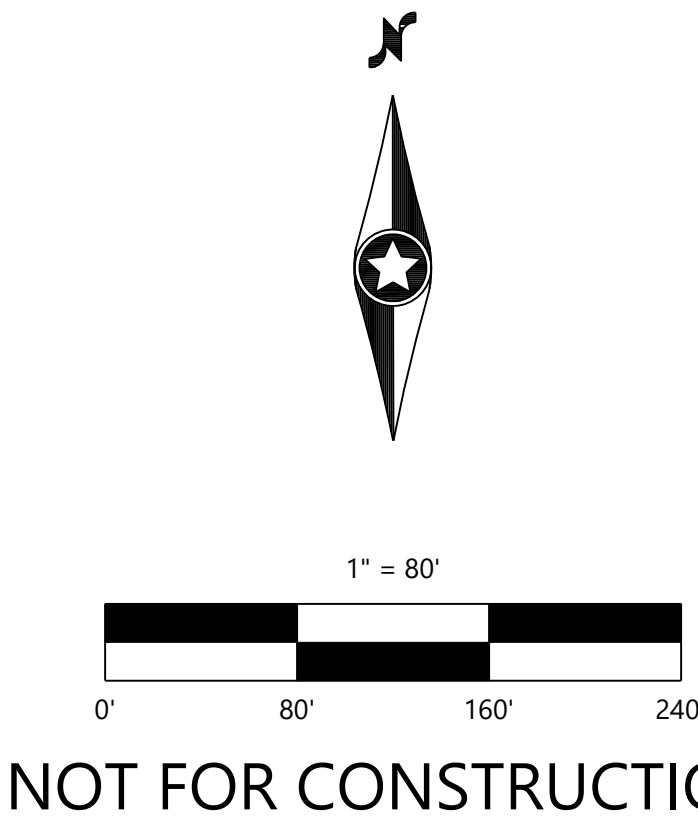
OVERALL UTILITY LEGEND

EXISTING	PROPOSED	FUTURE	
SAN			SANITARY SEWER
STO			STORM SEWER
DT			DRAIN TILE
WAT			WATER MAIN
WAT			HYDRANT

GENERAL UTILITY NOTES

1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OF ANY DIFFERENCES.
2. UNLESS OTHERWISE NOTED, ALL MATERIALS, CONST. TECHNIQUES AND TESTING SHALL CONFORM TO THE 2023 ED. OF THE "STANDARD UTILITIES SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION BY THE CITY ENGINEERING ASSOCIATION OF MINN." AND TO THE "STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION" MINN. DEPT. OF TRANS., 2020 EDITION AND SUPPLEMENTAL SPECIFICATIONS SEPTEMBER 2022. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
3. THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
4. VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
5. THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.

EXHIBIT G



RESERVE AT CEDAR CREEK

DESIGNED:	TDD
CHECKED:	TDD
DRAWN:	TDD
HORIZONTAL SCALE:	80'
VERTICAL SCALE:	16' OR 8'

INITIAL ISSUE:	01/07/25
REVISIONS:	
	03/07/25 CITY COMMENTS
	04/04/25 CITY COMMENTS
	05/06/25 CITY COMMENTS
	05/14/25 CITY COMMENTS

PREPARED FOR:
RESERVE AT CEDAR CREEK, LLC.
221 S RIVER RIDGE CIR STE 100
BURNSVILLE, MN 55337

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TOM DESUTTER
DATE: 05/14/25 LICENSE NO. 59640

RESERVE AT CEDAR CREEK
LAKEVILLE, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY SANITARY
SEWER AND WATERMAIN
PLAN
PROJECT NUMBER: 0052375.00

SHEET NUMBER:
8 OF **25**
DATE: 05/14/25

OVERALL UTILITY LEGEND

EXISTING	PROPOSED	FUTURE	
SAN			SANITARY SEWER
STO			STORM SEWER
DT			DRAIN TILE
WAT			WATER MAIN
WAT			HYDRANT

GENERAL UTILITY NOTES

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- UNLESS OTHERWISE NOTED, ALL MATERIALS, CONST. TECHNIQUES AND TESTING SHALL CONFORM TO THE 2023 ED. OF THE "STANDARD UTILITIES SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION BY THE CITY ENGINEERING ASSOCIATION OF MINN." AND TO THE "STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION" MINN. DEPT. OF TRANS., 2020 EDITION AND SUPPLEMENTAL SPECIFICATIONS SEPTEMBER 2022. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
- VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.

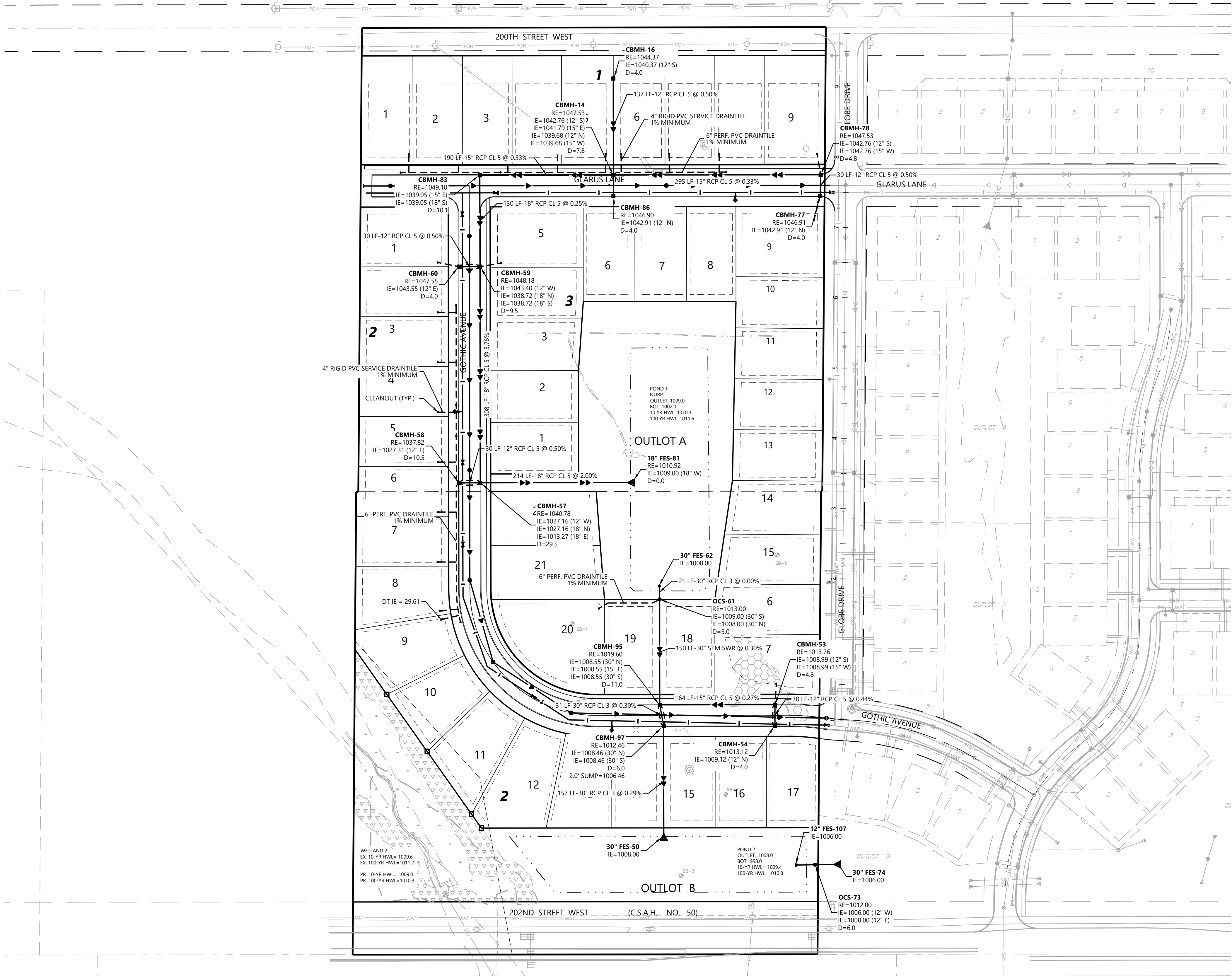
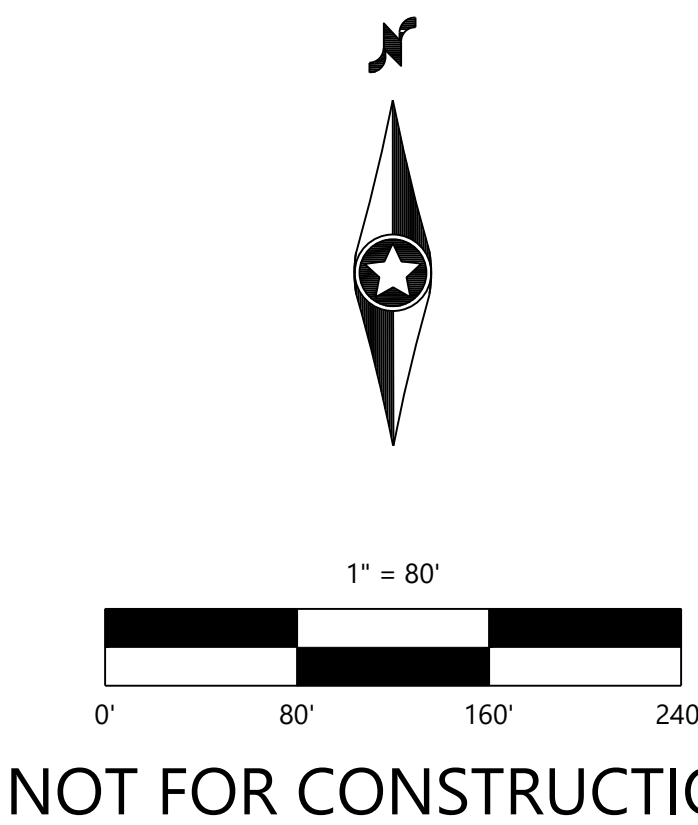


EXHIBIT H



NOT FOR CONSTRUCTION

RESERVE AT CEDAR CREEK

DESIGNED:	TDD
CHECKED:	TDD
DRAWN:	TDD
HORIZONTAL SCALE:	80'
VERTICAL SCALE:	16' OR 8'

INITIAL ISSUE: 01/07/25

REVISIONS:

	03/07/25	CITY COMMENTS
	04/04/25	CITY COMMENTS
	05/06/25	CITY COMMENTS
	05/14/25	CITY COMMENTS

PREPARED FOR:

RESERVE AT CEDAR CREEK, LLC.

221 S RIVER RIDGE CIR STE 100
BURNSVILLE, MN 55337

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OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS
OF THE STATE OF MINNESOTA

TOM DESUTTER

DATE: 05/14/25 LICENSE NO. 59640

RESERVE AT CEDAR CREEK

LAKEVILLE, MN

Westwood

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Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY STORM
SEWER PLAN

PROJECT NUMBER: 0052375.00

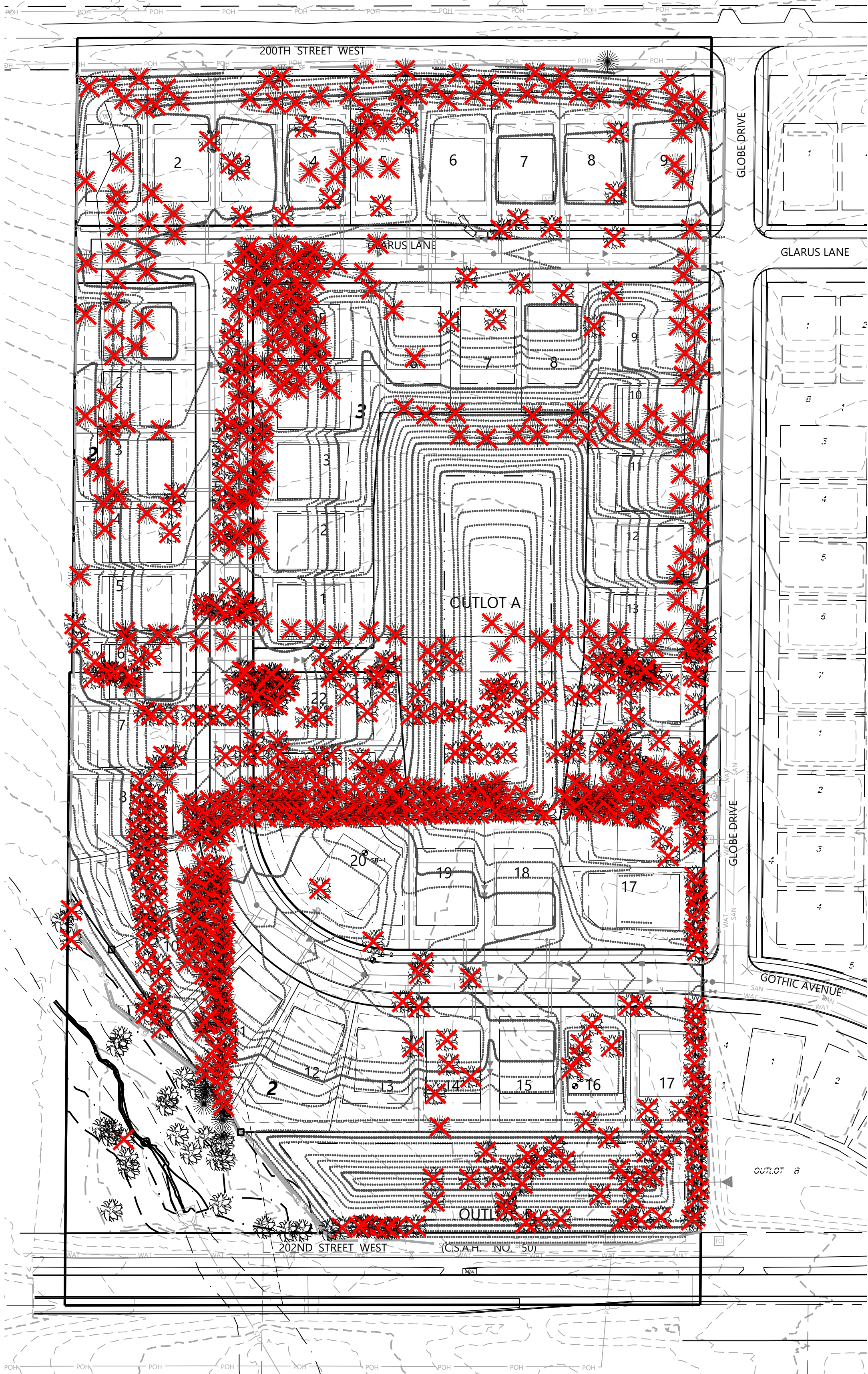
SHEET NUMBER:

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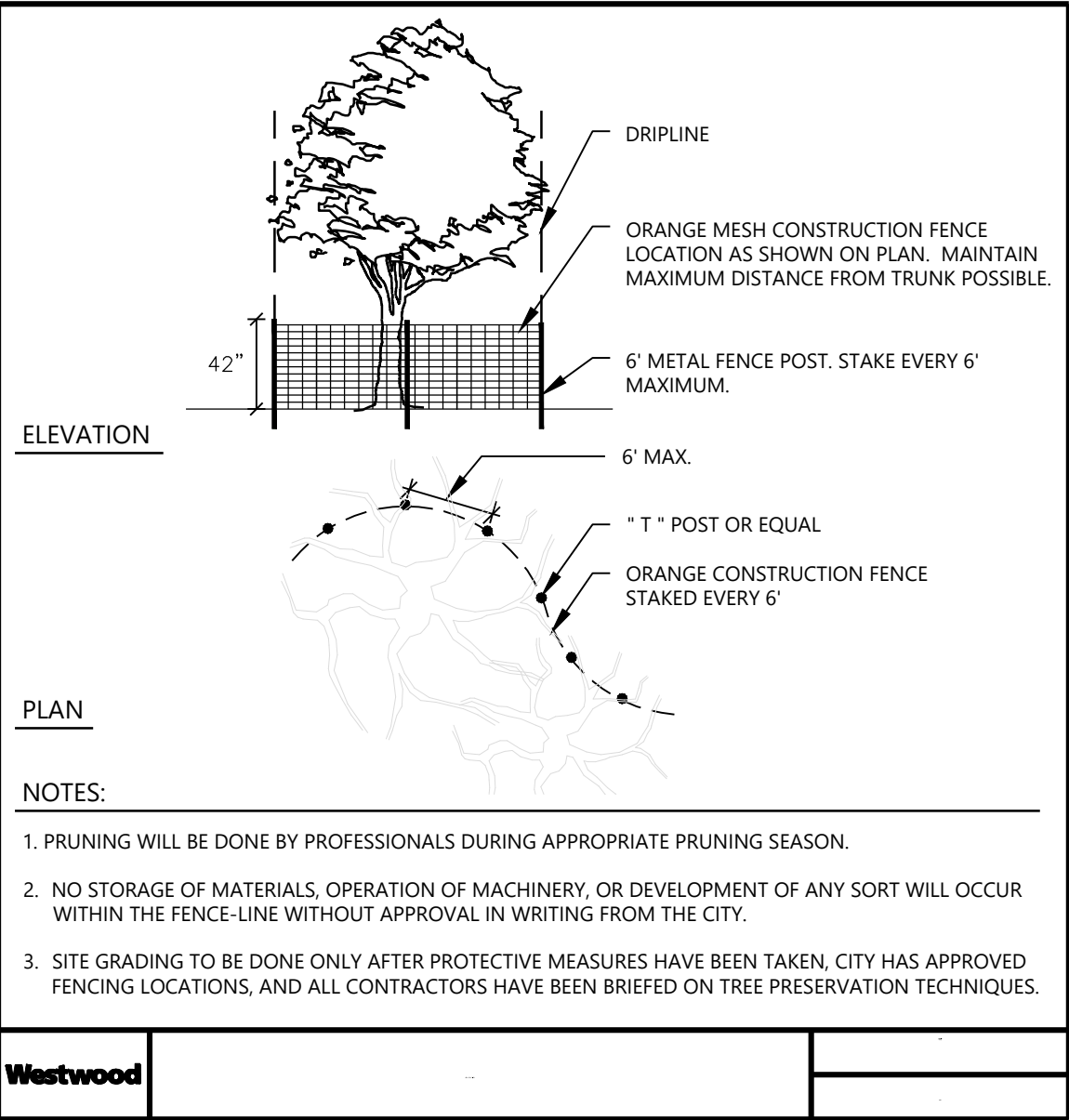
OF

25

DATE: 05/14/25



TREE PROTECTION DETAIL



LEGEND

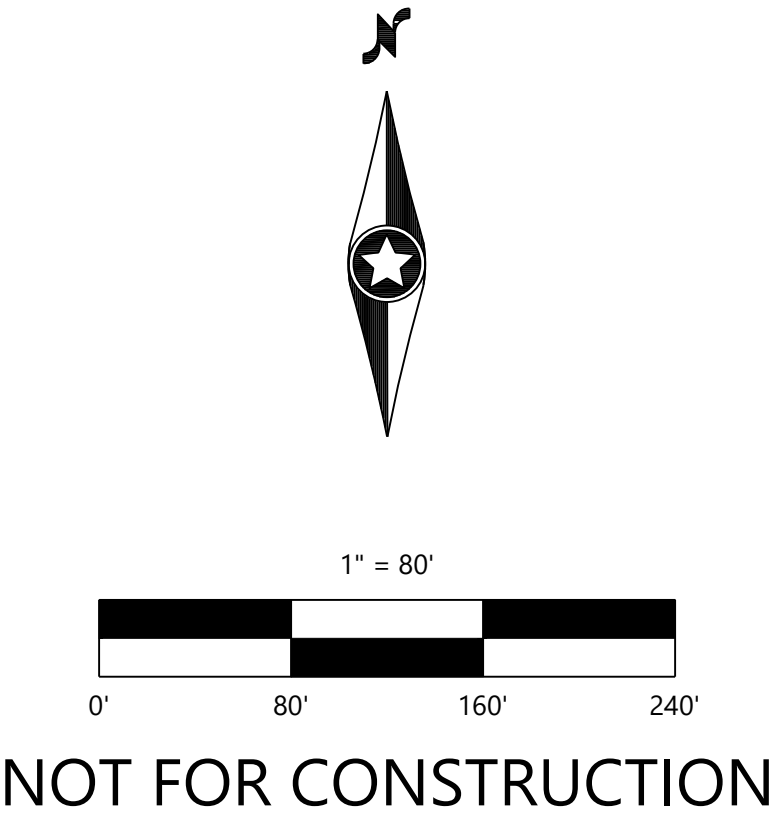
- Denotes existing coniferous tree to remain
- Denotes existing deciduous tree to remain
- Denotes existing coniferous tree to be removed
- Denotes existing deciduous tree to be removed
- Silt fence / removal and disturbance limits

TREE INVENTORY CALC. (BOTH PROPERTIES)

Tree Inventory Calculations (King Property)	
Total Trees On-Site	338 Trees
Total Trees Removed	337 Trees
Total Trees Saved	1 Tree

Tree Inventory Calculations (Drogemuller Property)	
Total Trees On-Site	519 Trees
Total Trees Removed	490 Trees
Total Trees Saved	29 Trees

EXHIBIT I



DESIGNED:	TDD
CHECKED:	TDD
DRAWN:	TDD
HORIZONTAL SCALE:	80'
VERTICAL SCALE:	16' OR 8'

INITIAL ISSUE:	01/07/25
REVISIONS:	
△ 03/07/25	CITY COMMENTS
△ 04/04/25	CITY COMMENTS
△ 05/06/25	CITY COMMENTS
△ 05/14/25	CITY COMMENTS
△	

PREPARED FOR:
RESERVE AT CEDAR CREEK, LLC.
221 S RIVER RIDGE CIR STE 100
BURNSVILLE, MN 55337

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CORY L. MEYER
DATE: 05/14/25 LICENSE NO. 26971

RESERVE AT CEDAR CREEK
LAKEVILLE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

OVERALL TREE
INVENTORY PLAN

PROJECT NUMBER: 0052375.00

SHEET NUMBER:
15 OF **25**
DATE: 05/14/25

N:\0052375.00\DWG\CIVIL\PRELIM\0052375 - TP01.DWG © 2025 Westwood Professional Services, Inc.

TREE TAG	SPECIES	SIZE (DBH)	MULTI	NOTES	TREE TYPE	STATUS
5001	Silver Maple	20	x		Deciduous	Removed
5002	Silver Maple	13			Deciduous	Removed
5003	Silver Maple	12	x		Deciduous	Removed
5004	Silver Maple	10	x		Deciduous	Removed
5005	Silver Maple	7	x		Deciduous	Removed
5006	Silver Maple	15	x		Deciduous	Removed
5007	Silver Maple	14			Deciduous	Removed
5008	Silver Maple	10			Deciduous	Removed
5009	Silver Maple	8			Deciduous	Removed
5010	Silver Maple	12	x		Deciduous	Removed
5011	Silver Maple	28	x		Deciduous	Removed
5012	White Spruce	12			Coniferous	Removed
5013	White Spruce	15			Coniferous	Removed
5014	White Spruce	13			Coniferous	Removed
5015	White Spruce	16			Coniferous	Removed
5016	White Spruce	10			Coniferous	Removed
5017	White Spruce	15			Coniferous	Removed
5018	White Spruce	13		bd 20% crown death	Coniferous	Removed
5019	White Spruce	15		bd 20% crown death	Coniferous	Removed
5020	White Spruce	15		bd 30% crown death	Coniferous	Removed
5021	White Spruce	17			Coniferous	Removed
5022	White Spruce	13			Coniferous	Removed
5023	White Spruce	18			Coniferous	Removed
5024	White Spruce	17			Coniferous	Removed
5025	Red (Norway) Pine	15			Coniferous	Removed
5026	Red (Norway) Pine	16	x		Coniferous	Removed
5027	Big Tooth Aspen	8			Deciduous	Removed
5028	Big Tooth Aspen	12			Deciduous	Offsite
5029	Big Tooth Aspen	8			Deciduous	Removed
5030	Big Tooth Aspen	7			Deciduous	Removed
5031	Big Tooth Aspen	7			Deciduous	Offsite
5032	Big Tooth Aspen	8			Deciduous	Removed
5033	Big Tooth Aspen	10			Deciduous	Removed
5034	Big Tooth Aspen	10	x		Deciduous	Removed
5035	Big Tooth Aspen	7			Deciduous	Removed
5036	Big Tooth Aspen	16			Deciduous	Removed
5037	Big Tooth Aspen	16			Deciduous	Removed
5038	Big Tooth Aspen	14			Deciduous	Removed
5039	Big Tooth Aspen	14			Deciduous	Removed
5040	Big Tooth Aspen	17			Deciduous	Removed
5041	Big Tooth Aspen	16		pd fire damage on trunk	Deciduous	Removed
5042	Big Tooth Aspen	18			Deciduous	Removed
5043	Big Tooth Aspen	14			Deciduous	Removed
5044	Big Tooth Aspen	13			Deciduous	Removed
5045	Big Tooth Aspen	14			Deciduous	Removed
5046	Big Tooth Aspen	15		bd 4ft sore w/rot on trunk	Deciduous	Removed
5047	Big Tooth Aspen	13			Deciduous	Removed
5048	Big Tooth Aspen	15			Deciduous	Removed
5049	Big Tooth Aspen	16			Deciduous	Removed
5050	Big Tooth Aspen	16			Deciduous	Removed
5051	Red (Norway) Pine	10			Coniferous	Removed
5052	Red (Norway) Pine	12			Coniferous	Removed
5053	Red (Norway) Pine	11			Coniferous	Removed
5054	Red (Norway) Pine	12			Coniferous	Removed
5055	Red (Norway) Pine	14			Coniferous	Removed
5056	Red (Norway) Pine	13			Coniferous	Removed
5057	Red (Norway) Pine	11			Coniferous	Removed
5058	Red (Norway) Pine	11			Coniferous	Removed
5059	Red (Norway) Pine	11			Coniferous	Removed
5060	Red (Norway) Pine	10			Coniferous	Removed
5061	Red (Norway) Pine	10			Coniferous	Removed
5062	Red (Norway) Pine	8			Coniferous	Removed
5063	Colorado Spruce	9			Coniferous	Removed
5064	Red (Norway) Pine	10			Coniferous	Removed
5065	Colorado Spruce	9			Coniferous	Removed
5066	Colorado Spruce	10			Coniferous	Removed
5067	Colorado Spruce	10			Coniferous	Removed
5068	Big Tooth Aspen	6			Deciduous	Removed
5069	Big Tooth Aspen	8			Deciduous	Removed
5070	Big Tooth Aspen	7			Deciduous	Removed
5071	Big Tooth Aspen	6			Deciduous	Offsite
5072	Big Tooth Aspen	7			Deciduous	Removed
5073	Big Tooth Aspen	7			Deciduous	Removed
5074	Big Tooth Aspen	6			Deciduous	Removed
5075	Big Tooth Aspen	6			Deciduous	Offsite
5076	Big Tooth Aspen	7			Deciduous	Removed
5077	Big Tooth Aspen	9			Deciduous	Removed
5078	White Spruce	15			Coniferous	Removed
5079	White Spruce	16			Coniferous	Removed
5080	Red (Norway) Pine	12	x		Coniferous	Removed
5081	Red (Norway) Pine	20			Coniferous	Removed
5082	Red (Norway) Pine	17			Coniferous	Removed
5083	Red (Norway) Pine	20			Coniferous	Removed
5084	Quaking Aspen	6			Deciduous	Offsite
5085	Quaking Aspen	6			Deciduous	Offsite
5086	Quaking Aspen	6			Deciduous	Offsite
5087	Quaking Aspen	6			Deciduous	Offsite
5088	Big Tooth Aspen	8			Deciduous	Removed
5089	Green and White Ash	6			Deciduous	Removed
5090	Big Tooth Aspen	6			Deciduous	Removed
5091	Big Tooth Aspen	6			Deciduous	Removed
5092	Big Tooth Aspen	7			Deciduous	Removed
5093	Big Tooth Aspen	6			Deciduous	Offsite
5094	Red (Norway) Pine	16	x		Coniferous	Removed
5095	Big Tooth Aspen	8			Deciduous	Removed
5096	Big Tooth Aspen	6			Deciduous	Removed
5097	Red (Norway) Pine	9	x		Coniferous	Removed
5098	Red (Norway) Pine	17			Coniferous	Removed
5099	Red (Norway) Pine	15			Coniferous	Removed
5100	Red (Norway) Pine	18			Coniferous	Removed
5101	Big Tooth Aspen	6			Deciduous	Removed
5102	Green and White Ash	20		pd woodpecker damage/bark removed from upper limbs	Deciduous	Removed
5103	Arborvitae	6	x		Deciduous	Removed
5104	Arborvitae	6	x		Deciduous	Removed
5105	Colorado Spruce	23			Coniferous	Removed
5106	Basswood	16			Deciduous	Removed
5107	Basswood	18			Deciduous	Removed
5108	Basswood	17			Deciduous	Removed
5109	Basswood	15			Deciduous	Removed
5110	Colorado Spruce	12			Coniferous	Removed
5111	White Spruce	9			Coniferous	Removed
5112	Red (Norway) Pine	6			Coniferous	Removed
5113	Red (Norway) Pine	6			Coniferous	Removed
5114	Red (Norway) Pine	6			Coniferous	Removed
5115	Red (Norway) Pine	8			Coniferous	Removed

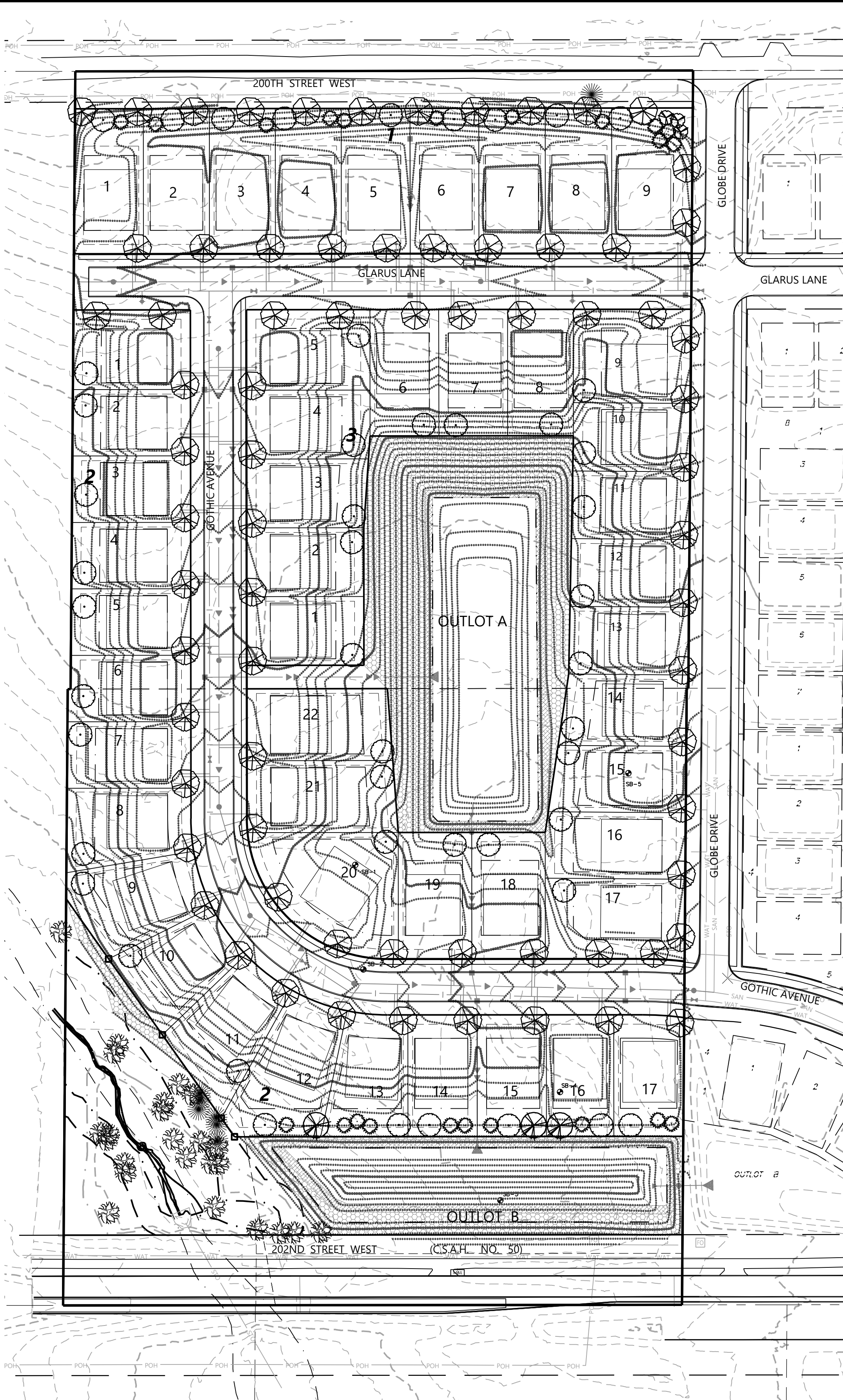
TREE TAG	SPECIES	SIZE (DBH)	MULTI	NOTES	TREE TYPE	STATUS
5116	Red (Norway) Pine	13			Coniferous	Removed
5117	Red (Norway) Pine	17			Coniferous	Removed
5118	Balsam Fir	8			Coniferous	Removed
5119	Balsam Fir	11			Coniferous	Removed
5120	Balsam Fir	17			Coniferous	Removed
5121	Red (Norway) Pine	14			Coniferous	Removed
5122	White Spruce	14			Coniferous	Removed
5123	White Spruce	13			Coniferous	Removed
5124	Balsam Fir	17			Coniferous	Removed
5125	White Spruce	13			Coniferous	Removed
5126	White Spruce	10		bd 30% crown death	Coniferous	Removed
5127	White Spruce	17		bd 70% crown death	Coniferous	Removed
5128	White Spruce	12		bd 50% crown death	Coniferous	Removed
5129	White Spruce	17			Coniferous	Removed
5130	Red (Norway) Pine	17		bd 50% crown death	Coniferous	Removed
5131	Red (Norway) Pine	13		bd 50% crown death	Coniferous	Removed
5132	White Spruce	18			Coniferous	Removed
5133	White Spruce	13			Coniferous	Removed
5134	White Spruce	17			Coniferous	Removed
5135	White Spruce	13			Coniferous	Removed
5136	White Spruce	17			Coniferous	Removed
5137	Red (Norway) Pine	16	x		Coniferous	Removed
5138	White Spruce	16			Coniferous	Removed
5139	White Spruce	10			Coniferous	Removed
5140	White Spruce	14			Coniferous	Removed
5141	White Spruce	15			Coniferous	Removed
5142	Red (Norway) Pine	18			Coniferous	Removed
5143	White Spruce	15			Coniferous	Removed
5144	Red (Norway) Pine	21			Coniferous	Removed
5145	Red (Norway) Pine	20			Coniferous	Removed
5146	White Spruce	12			Coniferous	Removed
5147	White Spruce	15			Coniferous	Removed
5148	Colorado Spruce	13			Coniferous	Removed
5149	White Spruce	18			Coniferous	Removed
5150	White Spruce	17			Coniferous	Removed
5151	White Spruce	15			Coniferous	Removed
5152	White Spruce	14			Coniferous	Removed
5153	White Spruce	14			Coniferous	Removed
5154	White Spruce	13			Coniferous	Removed
5155	Red (Norway) Pine	17			Coniferous	Removed
5156	Red (Norway) Pine	20			Coniferous	Removed
5157	Basswood	16			Deciduous	Removed
5158	White Spruce	11			Coniferous	Removed
5159	White Spruce	16			Coniferous	Removed
5160	White Spruce	14			Coniferous	Removed
5161	White Spruce	15			Coniferous	Removed
5162	Colorado Spruce	17			Coniferous	Removed
5163	Colorado Spruce	15			Coniferous	Removed
5164	Sugar Maple	13			Deciduous	Removed
5165	White Spruce	14			Coniferous	Removed
5166	White Spruce	13			Coniferous	Removed
5167	White Spruce	16			Coniferous	Removed
5168	Colorado Spruce	15			Coniferous	Removed
5169	White Spruce	16			Coniferous	Removed
5170	Red (Norway) Pine	18			Coniferous	Removed
5171	Colorado Spruce	13			Coniferous	Removed
5172	Colorado Spruce	13			Coniferous	Removed
5173	Colorado Spruce	13			Coniferous	Removed
5174	Basswood	15			Deciduous	Removed
5175	Basswood	18			Deciduous	Removed
5176	Basswood	15			Deciduous	Removed
5177	Colorado Spruce	7			Coniferous	Removed
5178	Colorado Spruce	14			Coniferous	Removed
5179	Colorado Spruce	11			Coniferous	Removed
5180	Colorado Spruce	11			Coniferous	Removed
5181	Colorado Spruce	11			Coniferous	Removed
5182	Colorado Spruce	12			Coniferous	Removed
5183	Colorado Spruce	6			Coniferous	Removed
5184	Colorado Spruce	12			Coniferous	Removed
5185	Colorado Spruce	10			Coniferous	Removed
5186	Colorado Spruce	6			Coniferous	Removed
5187	Colorado Spruce	7			Coniferous	Removed
5188	Colorado Spruce	6			Coniferous	Removed
5189	Colorado Spruce	12			Coniferous	Removed
5190	Colorado Spruce	11			Coniferous	Removed
5191	Colorado Spruce	8			Coniferous	Removed
5192	Colorado Spruce	8			Coniferous	Removed
5193	Colorado Spruce	9			Coniferous	Removed
5194	Colorado Spruce	10			Coniferous	Removed
5195	Colorado Spruce	9			Coniferous	Removed
5196	Colorado Spruce	9			Coniferous	Removed
5197	Colorado Spruce	6			Coniferous	Removed
5198	Colorado Spruce	6			Coniferous	Removed
5199	Colorado Spruce	6			Coniferous	Removed
5200	Colorado Spruce	9			Coniferous	Removed
5201	Colorado Spruce	11			Coniferous	Removed
5202	Colorado Spruce	9			Coniferous	Removed
5203	Colorado Spruce	10			Coniferous	Removed
5204	Colorado Spruce	11			Coniferous	Removed
5205	Colorado Spruce	9			Coniferous	Removed
5206	Colorado Spruce	9			Coniferous	Removed
5207	Colorado Spruce	10			Coniferous	Removed
5208	Colorado Spruce	10			Coniferous	Removed
5209	Colorado Spruce	10			Coniferous	Removed
5210	Colorado Spruce	8			Coniferous	Removed
5211	Colorado Spruce	9			Coniferous	Removed
5212	Colorado Spruce	9			Coniferous	Removed
5213	Colorado Spruce	10			Coniferous	Removed
5214	Colorado Spruce	7			Coniferous	Removed
5215	Colorado Spruce	11			Coniferous	Removed
5216	Colorado Spruce	8			Coniferous	Removed
5217	Colorado Spruce	10			Coniferous	Removed
5218	White Spruce	12			Coniferous	Removed
5219	Colorado Spruce	8			Coniferous	Removed
5220	Colorado Spruce	10			Coniferous	Removed
5221	White Spruce	13			Coniferous	Removed
5222	Colorado Spruce	8			Coniferous	Removed
5223	Colorado Spruce	9			Coniferous	Removed
5224	Colorado Spruce	12			Coniferous	Removed
5225	Colorado Spruce	10			Coniferous	Removed
5226	White Spruce	11			Coniferous	Removed
5227	Colorado Spruce	8			Coniferous	Removed
5228	Colorado Spruce	10			Coniferous	Removed
5229	Colorado Spruce	11			Coniferous	Removed
5230	Colorado Spruce	9			Coniferous	Removed

TAG	SPECIES	SIZE (DBH)	MULTI	NOTES	TREE TYPE	STATUS
5231	Colorado Spruce	7			Coniferous	Removed
5232	Colorado Spruce	13			Coniferous	Removed
5233	White Spruce	18			Coniferous	Removed
5234	Colorado Spruce	8			Coniferous	Removed
5235	Colorado Spruce	13			Coniferous	Removed
5236	White Spruce	12			Coniferous	Removed
5237	White Spruce	13			Coniferous	Removed
5238	Colorado Spruce	8			Coniferous	Removed
5239	White Spruce	10			Coniferous	Removed
5240	Colorado Spruce	8			Coniferous	Removed
5241	White Spruce	8			Coniferous	Removed
5242	Colorado Spruce	9			Coniferous	Removed
5243	White Spruce	10			Coniferous	Removed
5244	Colorado Spruce	9			Coniferous	Removed
5245	White Spruce	17			Coniferous	Removed
5246	White Spruce	6			Coniferous	Removed
5247	White Spruce	9			Coniferous	Removed
5248	White Spruce	12			Coniferous	Removed
5249	White Spruce	14			Coniferous	Removed
5250	Colorado Spruce	12			Coniferous	Removed
5251	White Spruce	11			Coniferous	Removed
5252	Colorado Spruce	11			Coniferous	Removed
5253	Colorado Spruce	10			Coniferous	Removed
5254	White Spruce	10	x		Coniferous	Removed
5255	White Spruce	14	x		Coniferous	Removed
5256	White Spruce	18			Coniferous	Removed
5257	White Spruce	16			Coniferous	Removed
5258	White Spruce	13			Coniferous	Removed
5259	White Spruce	13			Coniferous	Removed
5260	White Spruce	12			Coniferous	Removed
5261	White Spruce	14			Coniferous	Removed
5262	Green and White Ash	20			Deciduous	Removed
5263	Norway Maple	18			Deciduous	Removed
5264	Norway Maple	18			Deciduous	Removed
5265	Unknown Deciduous Tree	7		unknown cultivar	Deciduous	Removed
5266	Green and White Ash	15			Deciduous	Removed
5267	Green and White Ash	16			Deciduous	Removed
5268	Green and White Ash	16			Deciduous	Removed
5269	Green and White Ash	16			Deciduous	Removed
5270	Green and White Ash	16			Deciduous	Removed
5271	Green and White Ash	15			Deciduous	Removed
5272	Green and White Ash	20			Deciduous	Removed
5273	Green and White Ash	18			Deciduous	Removed
5274	Green and White Ash	19			Deciduous	Removed
5275	Colorado Spruce	14			Coniferous	Removed
5276	Colorado Spruce	14			Coniferous	Removed
5277	Colorado Spruce	13			Coniferous	Removed
5278	Colorado Spruce	15			Coniferous	Removed
5279	Colorado Spruce	14			Coniferous	Removed
5280	Red (Norway) Pine	16			Coniferous	Removed
5281	White Spruce	14			Coniferous	Removed
5282	Red (Norway) Pine	14	x		Coniferous	Removed
5283	Red (Norway) Pine	13			Coniferous	Removed
5284	Red (Norway) Pine	14			Coniferous	Removed
5285	Red (Norway) Pine	15	x		Coniferous	Removed
5286	Red (Norway) Pine	12	x		Coniferous	Removed
5287	Red (Norway) Pine	16			Coniferous	Removed
5288	Big Tooth Aspen	10			Deciduous	Removed
5289	Big Tooth Aspen	11			Deciduous	Removed
5290	Big Tooth Aspen	7			Deciduous	Removed
5291	Big Tooth Aspen	8			Deciduous	Removed
5292	Big Tooth Aspen	11			Deciduous	Removed
5293	Red (Norway) Pine	12	x		Coniferous	Removed
5294	Big Tooth Aspen	6			Deciduous	Removed
5295	White Spruce	11			Coniferous	Removed
5296	White Spruce	12			Coniferous	Removed
5297	White Spruce	12			Coniferous	Removed
5298	White Spruce	14			Coniferous	Removed
5299	White Spruce	16			Coniferous	Removed
5300	White Spruce	16			Coniferous	Removed
5301	White Spruce	18			Coniferous	Removed
5302	White Spruce	13			Coniferous	Removed
5303	White Spruce	16			Coniferous	Removed
5304	White Spruce	14			Coniferous	Removed
5305	White Spruce	16			Coniferous	Removed
5306	White Spruce	16			Coniferous	Removed
5307	White Spruce	17			Coniferous	Removed
5308	White Spruce	16			Coniferous	Removed
5309	White Spruce	14			Coniferous	Removed
5310	White Spruce	12			Coniferous	Removed
5311	White Spruce	16			Coniferous	Removed
5312	White Spruce	12	x		Coniferous	Removed
5313	White Spruce	18			Coniferous	Removed
5314	White Spruce	16			Coniferous	Removed
5315	White Spruce	19			Coniferous	Removed
5316	White Spruce	20			Coniferous	Removed
5317	White Spruce	23			Coniferous	Removed
5318	White Spruce	18			Coniferous	Removed
5319	Red (Norway) Pine	17			Coniferous	Removed
5320	Red (Norway) Pine	20			Coniferous	Removed
5321	Red (Norway) Pine	17			Coniferous	Removed
5322	Red (Norway) Pine	22			Coniferous	Removed
5323	Red (Norway) Pine	19			Coniferous	Removed
5324	Red (Norway) Pine	18			Coniferous	Removed
5325	Red (Norway) Pine	13	x		Coniferous	Removed
5326	White Spruce	11	x		Coniferous	Removed
5327	White Spruce	14			Coniferous	Removed
5328	White Spruce	17	x		Coniferous	Removed
5329	White Spruce	15			Coniferous	Removed
5330	White Spruce	12			Coniferous	Removed
5331	White Spruce	18			Coniferous	Removed
5332	White Spruce	13			Coniferous	Removed
5333	White Spruce	22			Coniferous	Removed
5334	White Spruce	20			Coniferous	Scand
5335	White Spruce	20			Coniferous	Removed
5336	White Spruce	14			Coniferous	Removed
5337	White Spruce	20			Coniferous	Removed
5338	White Spruce	25			Coniferous	Damaged
5339	White Spruce	14			Coniferous	Removed
5340	White Spruce	16			Coniferous	Removed
5341	White Spruce	22			Coniferous	Removed
5342	White Spruce	18			Coniferous	Removed
5343	Red (Norway) Pine	21			Coniferous	Removed
5344	White Spruce	18			Coniferous	Removed
5345	White Spruce	17			Coniferous	Damaged
5346	White Spruce	17			Coniferous	Removed
5347	White Spruce	13			Coniferous	Removed

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TREE TAG	SPECIES	SIZE (DBH)	MULT	NOTES	TYPE	STATUS
6720	Silver Maple	21	x		Deciduous	Removed
6721	Fruit Tree	7		bd 10%rotted lower branches	Deciduous	Removed
6722	Fruit Tree	7		bd 10%rotted lower branches	Deciduous	Removed
6723	Fruit Tree	8		bd 30%rotted lower branches	Deciduous	Removed
6724	Fruit Tree	8	x	bd 10%rotted lower branches	Deciduous	Removed
6725	Fruit Tree	13		bd 30%rotted lower branches, damage to crown	Deciduous	Removed
6726	Fruit Tree	8	x	bd 20%rotted lower branches	Deciduous	Removed
6727	Fruit Tree	6	x	bd 20%rotted lower branches, damage to crown	Deciduous	Removed
6728	Fruit Tree	6		bd 10%rotted lower branches	Deciduous	Removed
6729	Fruit Tree	16			Deciduous	Removed
6730	Fruit Tree	6		bd 30%damage to crown	Deciduous	Removed
6731	Boxelder	10		bd 10%rotted lower branches	Deciduous	Removed
6732	Bur Oak	7		bd 40%rotted lower branches to crown	Deciduous	Removed
6733	Black Walnut	7			Deciduous	Removed
6734	Bur Oak	11		bd 30%rotted lower branches	Deciduous	Removed
6735	Bur Oak	7		bd 10%rotted lower branches	Deciduous	Removed
6736	Silver Maple	11	x		Deciduous	Removed
6737	Silver Maple	10	x		Deciduous	Removed
6738	Silver Maple	7			Deciduous	Removed
6739	Silver Maple	20	x	bd 20%damage to crown	Deciduous	Removed
6740	Bur Oak	6		bd 30%rotted lower branches to crown	Deciduous	Removed
6741	Cottonwood	28		bd 10%rotted lower branches	Deciduous	Removed
6742	Fruit Tree	9	x		Deciduous	Removed
6743	Fruit Tree	11	x	bd 20%rotted lower branches to crown	Deciduous	Removed
6744	Fruit Tree	8		bd 20%rotted lower branches	Deciduous	Removed
6745	Fruit Tree	6			Deciduous	Removed
6746	Fruit Tree	7		bd 10%rotted lower branches	Deciduous	Removed
6747	Fruit Tree	7	x	bd 10%rotted lower branches	Deciduous	Removed
6748	Fruit Tree	7	x	bd 10%rotted lower branches	Deciduous	Removed
6749	Fruit Tree	6			Deciduous	Removed
6750	Fruit Tree	11	x	bd 20%rotted lower branches	Deciduous	Removed
6751	Fruit Tree	11			Deciduous	Saved
6752	Fruit Tree	10	x		Deciduous	Saved
6753	Fruit Tree	6	x	bd 10%rotted lower branches	Deciduous	Saved
6754	Fruit Tree	12		bd 20%rotted lower branches	Deciduous	Saved
6755	Unknown Deciduous Tree	10	x	bd 20%additional trunk down/ Mountain Ash	Deciduous	Removed
6756	Catalpa	18			Deciduous	Removed
6757	Boxelder	23			Deciduous	Removed
6758	Boxelder	19		pd 10%lower branches removed	Deciduous	Removed
6759	Norway Maple	20			Deciduous	Removed
6760	White Oak	26			Deciduous	Removed
6761	Silver Maple	26			Deciduous	Removed
6762	Silver Maple	19			Deciduous	Removed
6763	Fruit Tree	19			Deciduous	Removed
6764	Basswood	14		European Linden (lilia x European L)	Deciduous	Removed
6765	Fruit Tree	9			Deciduous	Removed
6766	Norway Maple	18		pd 10%lower branch removed	Deciduous	Removed
6767	Red (Norway) Pline	18			Coniferous	Removed
6768	Fruit Tree	7	x		Deciduous	Removed
6769	Fruit Tree	9			Deciduous	Removed
6770	Bitternut Hickory	8			Deciduous	Removed
6771	Black Locust	11	x		Deciduous	Removed
6772	Silver Maple	14	x		Deciduous	Removed
6773	Norway Maple	11			Deciduous	Removed
6774	HoneyLocust	9			Deciduous	Removed
6775	Green & White Ash	10			Deciduous	Removed
6776	HoneyLocust	9			Deciduous	Removed
6777	Green & White Ash	10		bd 80%damage by emerald ashbore	Deciduous	Removed
6778	Green & White Ash	7		bd 60%damage by emerald ashbore	Deciduous	Removed
6779	Boxelder	19			Deciduous	Removed
6780	Green & White Ash	10	x	bd 80%damage by emerald ashbore	Deciduous	Removed
6781	Norway Maple	12			Deciduous	Removed
6782	Boxelder	10			Deciduous	Removed
6783	White Oak	17			Deciduous	Removed
6784	Sugar Maple	11			Deciduous	Removed
6785	Silver Maple	25			Deciduous	Removed
6786	Boxelder	17			Deciduous	Removed
6787	Boxelder	13		bd 20%rotted lower branches	Deciduous	Removed
6788	Boxelder	14			Deciduous	Removed
6789	Boxelder	17			Deciduous	Removed
6790	Boxelder	17			Deciduous	Removed
6791	Boxelder	12			Deciduous	Removed
6792	Silver Maple	10	x		Deciduous	Removed
6793	Silver Maple	23	x		Deciduous	Removed
6794	Cottonwood	19		bd 10%rotted lower branches	Deciduous	Removed
6795	Silver Maple	11	x		Deciduous	Removed
6796	Cottonwood	25		bd 20%rotted lower branches	Deciduous	Removed
6797	Silver Maple	6	x		Deciduous	Removed
6798	Cottonwood	26			Deciduous	Removed
6799	Cottonwood	28		bd 10%rotted lower branches	Deciduous	Removed
6800	Cottonwood	18		bd 10%rotted lower branches	Deciduous	Removed
6801	Cottonwood	18		bd 10%rotted lower branches	Deciduous	Removed
6802	Cottonwood	21		bd 10%rotted branches	Deciduous	Removed
6803	Silver Maple	20	x		Deciduous	Removed
6804	Silver Maple	15	x		Deciduous	Removed
6805	Silver Maple	10	x		Deciduous	Removed
6806	Silver Maple	17	x		Deciduous	Removed
6807	Silver Maple	14	x		Deciduous	Removed
6808	Silver Maple	9	x		Deciduous	Removed
6809	Silver Maple	14	x		Deciduous	Removed
6810	Silver Maple	8			Deciduous	Removed
6811	Silver Maple	16	x	bd 10%additional trunk down	Deciduous	Removed
6812	Silver Maple	20	x		Deciduous	Removed
6813	Silver Maple	11	x		Deciduous	Removed
6814	Silver Maple	8			Deciduous	Removed
6815	Silver Maple	10	x		Deciduous	Removed
6816	Silver Maple	13	x	bd 20%rotted additional trunk	Deciduous	Removed
6817	Boxelder	6			Deciduous	Removed
6818	Boxelder	10		bd 40%rotted lower branches to crown	Deciduous	Removed
6819	Green & White Ash	16		bd 10%rotted lower branches	Deciduous	Removed
6820	Black Walnut	18			Deciduous	Removed
6821	Sugar Maple	11			Deciduous	Removed
6822	Silver Maple	10	x		Deciduous	Removed
6823	Silver Spruce	9			Coniferous	Removed
6824	White Spruce	6			Coniferous	Removed
6825	Silver Maple	8	x		Deciduous	Removed
6826	Silver Maple	8		bd 10%rotted lower branches	Deciduous	Removed
6827	Red Maple	10			Deciduous	Removed
6828	Silver Maple	8	x		Deciduous	Removed
6829	Red Oak	12			Deciduous	Removed
6830	Black Walnut	12			Deciduous	Removed
6831	Red (Norway) Pline	9			Coniferous	Removed
6832	Red (Norway) Pline	10			Coniferous	Removed
6833	White Spruce	9			Coniferous	Removed
6834	White Spruce	9			Coniferous	Removed
6835	Red (Norway) Pline	12			Coniferous	Removed
6836	Silver Maple	9			Coniferous	Removed
6837	Red (Norway) Pline	12			Coniferous	Removed
6838	Black Walnut	7		bd 60%rotted lower branches to crown	Coniferous	Removed
6839	White Spruce	7		pd 10%lower branches removed	Coniferous	Removed
6840	White Spruce	7		pd 10%lower branches removed	Coniferous	Removed
6841	White Spruce	10		bd 40%rotted lower branches	Coniferous	Removed
6842	White Spruce	9		bd pd 50%l over branches removed, rotted lower branches	Coniferous	Removed
6843	Boxelder	10		bd 80%peeled bark on trunk to crown, rotted lower branches to crown	Coniferous	Removed
6844	Black Walnut	18	x	bd 20%peeled bark on trunk to crown	Deciduous	Saved
6845	Boxelder	8		bd 10%rotted lower branches	Deciduous	Saved
6846	White Spruce	7		bd 20%rotted lower branches	Coniferous	Saved
6847	Boxelder	8		bd 30%rotted lower branches to crown	Deciduous	Saved
6848	Boxelder	7		bd 40%rotted lower branches to crown	Deciduous	Saved
6849	Black Walnut	16		bd 40%rotted lower branches to crown, damage to crown	Deciduous	Removed

SPECIES	SIZE (DBH)	MULT	NOTES	TYPE	STATUS
White Spruce	9			Coniferous	Removed
White Spruce	11			Coniferous	Removed
Scotch Pine	6			Coniferous	Removed
Red (Norway) Pline	11			Coniferous	Removed
Red (Norway) Pline	11			Coniferous	Removed
Black Walnut	9			Deciduous	Removed
Bitternut Hickory	7			Deciduous	Removed
Black Walnut	7			Deciduous	Removed
Black Walnut	8			Deciduous	Removed
Red (Norway) Pline	11			Coniferous	Removed
Red (Norway) Pline	10			Coniferous	Removed
White Spruce	8			Coniferous	Removed
White Spruce	10			Coniferous	Removed
Scotch Pine	8			Coniferous	Removed
White Spruce	11			Coniferous	Removed
White Spruce	11			Coniferous	Removed
Scotch Pine	7			Coniferous	Removed
White Spruce	8			Coniferous	Removed
White Spruce	7			Coniferous	Removed
Red (Norway) Pline	11			Coniferous	Removed
Black Walnut	9			Deciduous	Removed
Black Walnut	6			Deciduous	Removed
Black Walnut	9			Deciduous	Removed
White Spruce	7			Coniferous	Removed
White Spruce	8			Coniferous	Removed
Scotch Pine	8			Coniferous	Removed
White Spruce	7			Coniferous	Removed
White Spruce	7			Coniferous	Removed
White Spruce	7			Coniferous	Removed
Scotch Pine	6			Coniferous	Removed
White Spruce	8			Coniferous	Removed
White Spruce	8	x		Coniferous	Removed
White Spruce	9			Coniferous	Removed
White Spruce	10			Coniferous	Removed
White Spruce	8			Coniferous	Removed
Scotch Pine	11			Coniferous	Removed
Scotch Pine	12			Coniferous	Removed
Black Walnut	10			Deciduous	Removed
Black Walnut	7			Deciduous	Removed
Black Walnut	11			Deciduous	Removed
Black Willow	7			Deciduous	Removed
Red Maple	6	x		Deciduous	Removed
Red Maple	6	x		Deciduous	Removed
Black Walnut	7			Deciduous	Removed
Aspen	7		pd 20%trunk damage	Deciduous	Removed
Aspen	6			Deciduous	Removed
Black Willow	17	x		Deciduous	Removed
Aspen	7			Deciduous	Removed
Aspen	8			Deciduous	Removed
Aspen	7			Deciduous	Removed
Aspen	7			Deciduous	Removed
Aspen	8		pd 40%trunk damage	Deciduous	Removed
Red Maple	6			Deciduous	Removed
Red Maple	7			Deciduous	Removed
Black Willow	8			Deciduous	Removed
Black Willow	12	x		Deciduous	Removed
Black Willow	10			Deciduous	Removed
Black Willow	6			Deciduous	Removed
Black Willow	8			Deciduous	Removed
Black Willow	8		pd 60%trunk and crown damage	Deciduous	Removed
Black Walnut	8			Deciduous	Removed
White Spruce	9			Coniferous	Removed
White Spruce	9			Coniferous	Removed
White Spruce	9			Coniferous	Removed
Black Willow	10		bd 60%rotted trunk and crown braches	Deciduous	Removed
White Spruce	8			Coniferous	Removed
White Spruce	6			Coniferous	Removed
White Spruce	11			Coniferous	Removed
White Spruce	12			Coniferous	Removed
Scotch Pine	9			Coniferous	Removed
Red (Norway) Pline	9			Coniferous	Removed
Red (Norway) Pline	10			Coniferous	Removed
White Spruce	8			Coniferous	Removed
White Spruce	10			Coniferous	Removed
Scotch Pine	9			Coniferous	Removed
White Spruce	7			Coniferous	Removed
White Spruce	10			Coniferous	Removed
White Spruce	11			Coniferous	Removed
White Spruce	10			Coniferous	Removed
White Spruce	9			Coniferous	Removed
Scotch Pine	6			Coniferous	Removed
Red (Norway) Pline	11			Coniferous	Removed
Bitternut Hickory	6			Deciduous	Removed
Bitternut Hickory	9			Deciduous	Removed
Black Walnut	8			Deciduous	Removed
Black Walnut	17			Deciduous	Removed
Red (Norway) Pline	12			Coniferous	Removed
White Spruce	9			Coniferous	Removed
White Spruce	6			Coniferous	Removed
White Spruce	8			Coniferous	Removed
White Spruce	9			Coniferous	Removed
White Spruce	12			Coniferous	Removed
White Spruce	10			Coniferous	Removed
White Spruce	11			Coniferous	Removed
Red (Norway) Pline	10			Coniferous	Removed
White Spruce	7			Coniferous	Removed
White Spruce	8			Coniferous	Removed
White Spruce	10			Coniferous	Removed
White Spruce	7	x		Coniferous	Removed
Red (Norway) Pline	10			Coniferous	Removed
Silver Maple	8			Deciduous	Saved
Boxelder	7			Deciduous	Saved
Boxelder	13	x	bd 80% damage to crown	Deciduous	Saved
Green & White Ash	13		bd 90% damage to crown	Deciduous	Removed
Boxelder	8			Deciduous	Saved
American Elm	14		bd 10% rotted lower branches	Deciduous	Saved
Boxelder	8		bd 60% damage to crown	Deciduous	Saved
Boxelder	20		bd 60% damage to crown	Deciduous	Saved
Outcrowned	34		bd 20%rotted lower branches (not mapped aswetland but frimwalkingthrough wetland)	Deciduous	Removed
Weeping Willow	34		bd 30% damage from Emerald Ash Bore	Deciduous	Removed
Green & White Ash	7			Deciduous	Saved
Black Walnut	7			Deciduous	Saved
Boxelder	8			Deciduous	Saved
Boxelder	12			Deciduous	Saved
Black Walnut	6			Deciduous	Saved
Black Walnut	6			Deciduous	Saved
Silver Maple	9			Deciduous	Saved
Boxelder	7		bd 60% rotted lower branches to crown	Deciduous	Saved
Black Walnut	7		bd 20% rotted lower branches	Deciduous	Saved
White Spruce	7		pd 10% lower branches removed	Coniferous	Saved
White Spruce	8		pd 10% lower branches removed	Coniferous	Saved
White Spruce	10		bd 40% rotted lower branches	Coniferous	Saved
White Spruce	9		bd pd 50% lower branches removed, rotted lower branches	Coniferous	Removed
White Spruce	10		bd 60%peeled bark on trunk to crown, rotted lower branches to crown	Deciduous	Saved
Black Walnut	18	x	bd 20%peeled bark on trunk to crown	Deciduous	Saved
Boxelder	8		bd 10% rotted lower branches	Deciduous	Saved
White Spruce	7		bd 20% rotted lower branches	Coniferous	Saved
Boxelder	8		bd 30% rotted lower branches to crown	Deciduous	Saved
Boxelder	8		bd 40% rotted lower branches to crown	Deciduous	Saved
Black Walnut	16		bd 40% rotted lower branches to crown, damage to crown	Deciduous	Removed



PRELIMINARY LANDSCAPE SCHEDULE - DEVELOPER TREES

CODE	QTY	COMMON / BOTANICAL NAME	SIZE	ROOT	SPACING O.C.	MATURE SIZE
DECIDUOUS TREES - 75						
ACE	8	ACCOLADE ELM / ULMUS X 'MORTON'	2.5" CAL.	B&B	AS SHOWN	H 70' W 40'-50'
AGG	1	AUTUMN GOLD GINKGO / GINKGO BILOBA 'AUTUMN GOLD'	2.5" CAL.	B&B	AS SHOWN	H 50' W 30'
FFM	3	FALL FIESTA MAPLE / ACER SACCHARUM 'BAILSTA'	2.5" CAL.	B&B	AS SHOWN	H 50'-75' W 50'
FYL	10	FRONTYARD LINDEN / TILIA AMERICANA 'BAILYARD'	2.5" CAL.	B&B	AS SHOWN	H 60'-70' W 30'-40'
HAK	8	HACKBERRY / CELTIS OCCIDENTALIS	2.5" CAL.	B&B	AS SHOWN	H 40'-60' W 40'
REO	10	RED OAK / QUERCUS RUBRA	2.5" CAL.	B&B	AS SHOWN	H 50'-70' W 40'-50'
RVB	1	RIVER BIRCH / BETULA NIGRA	10' HT.-CLUMP	B&B	AS SHOWN	H 40'-60' W 30'-40'
SGM	8	SIENNA GLEN MAPLE / ACER X FREEMANII 'SIENNA'	2.5" CAL.	B&B	AS SHOWN	H 40'-50' W 35'-40'
SKH	7	SKYLINE HONEY LOCUST / GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	2.5" CAL.	B&B	AS SHOWN	H 50' W 30'-35'
SCE	6	ST CROIX ELM / ULMUS AMERICANA 'ST. CROIX'	2.5" CAL.	B&B	AS SHOWN	H 60'-80' W 40'-60'
SWO	1	SWAMP WHITE OAK / QUERCUS BICOLOR	2.5" CAL.	B&B	AS SHOWN	H 50'-60' W 60'-80'
WHO	8	WHITE OAK / QUERCUS ALBA	2.5" CAL.	B&B	AS SHOWN	H 60'-80' W 60'-80'
EVERGREEN TREES - 22						
BHS	4	BLACK HILLS SPRUCE / PICEA GLAUCA DENSATA	8' HT.	B&B	AS SHOWN	H 35'-45' W 20'-25'
COS	7	COLORADO SPRUCE / PICEA PUNGENS	8' HT.	B&B	AS SHOWN	H 40'-60' W 15'-30'
COF	2	CONCOLOR FIR / ABIES CONCOLOR	8' HT.	B&B	AS SHOWN	H 40'-50' W 15'-30'
NOP	3	NORWAY PINE / PINUS RESINOSA	8' HT.	B&B	AS SHOWN	H 60'-80' W 25'-30'
NOS	3	NORWAY SPRUCE / PICEA ABIES	8' HT.	B&B	AS SHOWN	H 60'-80' W 25'-30'
WHP	3	WHITE PINE / PINUS STROBUS	8' HT.	B&B	AS SHOWN	H 50'-80' W 30'-40'
ORNAMENTAL TREES - 3						
SDC	3	SNOWDRIFT CRABAPPLE / MALUS X 'SNOWDRIFT'	2.0" CAL.	B&B	AS SHOWN	H 20' W 20'

PRELIMINARY LANDSCAPE SCHEDULE - HOME BUILDER TREES

CODE	QTY	COMMON / BOTANICAL NAME	SIZE	ROOT	SPACING O.C.	MATURE SIZE
DECIDUOUS TREES - 48						
ACE*	4	ACCOLADE ELM / ULMUS X 'MORTON'	2.5" CAL.	B&B	AS SHOWN	H 70' W 40'-50'
AGG*	8	AUTUMN GOLD GINKGO / GINKGO BILOBA 'AUTUMN GOLD'	2.5" CAL.	B&B	AS SHOWN	H 50' W 30'
FFM*	3	FALL FIESTA MAPLE / ACER SACCHARUM 'BAILSTA'	2.5" CAL.	B&B	AS SHOWN	H 50'-75' W 50'
FYL*	1	FRONTYARD LINDEN / TILIA AMERICANA 'BAILYARD'	2.5" CAL.	B&B	AS SHOWN	H 60'-70' W 30'-40'
HAK*	3	HACKBERRY / CELTIS OCCIDENTALIS	2.5" CAL.	B&B	AS SHOWN	H 40'-60' W 40'
REO*	2	RED OAK / QUERCUS RUBRA	2.5" CAL.	B&B	AS SHOWN	H 50'-70' W 40'-50'
RVB*	7	RIVER BIRCH / BETULA NIGRA	10' HT.-CLUMP	B&B	AS SHOWN	H 40'-60' W 30'-40'
SGM*	4	SIENNA GLEN MAPLE / ACER X FREEMANII 'SIENNA'	2.5" CAL.	B&B	AS SHOWN	H 40'-50' W 35'-40'
SKH*	5	SKYLINE HONEY LOCUST / GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	2.5" CAL.	B&B	AS SHOWN	H 50' W 30'-35'
SCE*	1	ST CROIX ELM / ULMUS AMERICANA 'ST. CROIX'	2.5" CAL.	B&B	AS SHOWN	H 60'-80' W 40'-60'
SWO*	8	SWAMP WHITE OAK / QUERCUS BICOLOR	2.5" CAL.	B&B	AS SHOWN	H 50'-60' W 60'-80'
WHO*	2	WHITE OAK / QUERCUS ALBA	2.5" CAL.	B&B	AS SHOWN	H 60'-80' W 60'-80'

ABBREVIATIONS: B & B = BALLED AND BURLAPPED CAL = CALIPER HT. = HEIGHT MIN. = MINIMUM O.C. = ON CENTER SP. = SPREAD QTY. = QUANTITY CONT. = CONTAINER
NOTES: 1) QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.
2) LABELS WITH * SYMBOL REPRESENT YARD TREE (BY HOME BUILDER), NO DIFFERENCE IN SPEC. FROM OTHER DECIDUOUS TREES

LANDSCAPE REQUIREMENTS & PROVISIONS

LANDSCAPING DESIGN REQUIREMENTS - CITY OF LAKEVILLE, MINNESOTA				
SITE DESCRIPTION				
ZONING DISTRICT: RST-2				
TOTAL GROSS ACRES: 20.0 AC				
SINGLE FAMILY RESIDENTIAL REQUIREMENTS:		REQUIRED	PROVIDED	NOTES
TWO OVERSTORY TREES PER SINGLE FAMILY LOT		96 TREES (48 LOTS)	148 TOTAL TREES	1) ONE YARD TREE IN REAR LOT (BY HOME BUILDER), ONE YARD TREE IN FRONT AS A STREET TREE (BY DEVELOPER). 2) YARD TREES TO BE INTERGRATED INTO BUFFER ALONG 200th STREET W. & 202nd STREET W.
			72 OVERSTORY STREET TREES	
			3 OVERSTORY DECIDUOUS TREES	
			22 EVERGREEN TREES	
			3 ORNAMENTAL TREES	
			48 YARD TREES (BY HOME BUILDER)	

PLANT LEGEND

	OVERSTORY DECIDUOUS STREET TREE		ORNAMENTAL TREE
	OVERSTORY DECIDUOUS TREE		EXISTING DECIDUOUS TREE TO REMAIN
	EVERGREEN TREE		EXISTING CONIFEROUS TREE TO REMAIN
	DECIDUOUS YARD TREE (BY HOME BUILDER)		

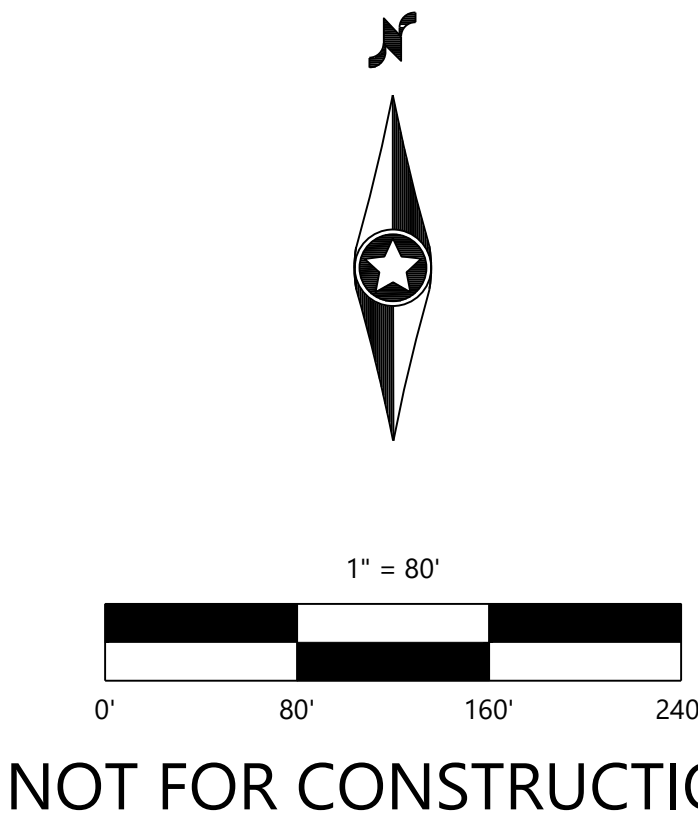
NOTES:

- STREET TREE LOCATIONS AND SPACING ARE SUBJECT TO CHANGE BASED ON CONSTRUCTED DRIVEWAY AND UTILITY LOCATIONS.
- TREES SHALL BE PLANTED IN FRONT OF SINGLE FAMILY LOTS 20' FROM BACK OF CURB IN A LOCATION THAT DOES NOT INTERFERE WITH CURBSTOPS OR INDIVIDUAL SEWER & WATER CONNECTIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- DECIDUOUS TREES SHOULD BE LOCATED A MINIMUM OF 5' OFF ANY UTILITY PIPE AND CONIFEROUS TREES SHOULD BE LOCATED A MINIMUM OF 15' OFF ANY UTILITY PIPE.
- NO TREE SHOULD BE LOCATED WITHIN 10' OF A HYDRANT OR 15' FROM A STREETLIGHT.
- NO TREES SHOULD BE LOCATED WITHIN A STORM POND HWL.
- NO TREES SHOULD BE LOCATED WITHIN STORM POND ACCESS ROUTE.
- NO DECIDUOUS TREE WITH 5' OF A SIDEWALK OR TRAIL AND NO CONIFEROUS TREES WITHIN 20' OF A PROPOSED SIDEWALK OR TRAIL.
- BUFFER YARD EVERGREEN TREES WITHIN LOT 15, BLOCK 3 MUST BE AT LEAST 10 FEET IN HEIGHT.

NATIVE SEEDING LEGEND

	MNDOT SOUTHERN TALLGRASS ROADSIDE (STR) TOTAL AREA (1.3 AC)	* ALL DISTURBED AREAS TO BE SODDED UNLESS NOTED OTHERWISE * ALL DISTURBED AREAS IN R.O.W. TO BE SEEDED WITH MESIC GENERAL ROADSIDE SEED MIX (25-141)
	MNDOT WET DITCH (WD) TOTAL AREA (0.4 AC)	

EXHIBIT K



NOT FOR CONSTRUCTION

DESIGNED:	TDD
CHECKED:	TDD
DRAWN:	TDD
HORIZONTAL SCALE:	80'
VERTICAL SCALE:	16' OR 8'

INITIAL ISSUE:	01/07/25
REVISIONS:	
	03/07/25 CITY COMMENTS
	04/04/25 CITY COMMENTS
	05/06/25 CITY COMMENTS
	05/14/25 CITY COMMENTS

PREPARED FOR:

RESERVE AT CEDAR CREEK, LLC.

221 S RIVER RIDGE CIR STE 100
BURNSVILLE, MN 55337

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 L. MEYER
DATE: 05/14/25 LICENSE NO. 26971

RESERVE AT CEDAR CREEK

LAKEVILLE, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

OVERALL PRELIMINARY
LANDSCAPE PLAN

PROJECT NUMBER: 0052375.00

SHEET NUMBER:

20 OF 25

DATE: 05/14/25



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: **RESERVE AT CEDAR CREEK**

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 includes a residential development for 58 lots. The right-of-way needs for a 2-lane divided roadway are 60 feet of half right of way, which has been met. Restricted access should be shown along all of CSAH 50. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

The Plat Commission has approved the preliminary and final plat, provided that the described conditions are met, and will recommend approval to the County Board of Commissioners on April 8, 2025.

Traffic volumes on CSAH 50 are 7,800 ADT and are anticipated to be 7,300 ADT by the year 2040. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

A handwritten signature in black ink that reads "Todd B. Tollefson".

Todd B. Tollefson
Secretary, Plat Commission

c: John Anderson, developer

EXHIBIT L