



AGENDA CITY COUNCIL MEETING

July 7, 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
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 06/16/2025 City Council Meeting
 - c. Minutes of the 06/23/2025 City Council Work Session
 - d. Extension of on-sale liquor license at B-52's for Pan-O-Prog events
 - e. Resolution Approving Charitable Gambling Rosemount VFW Post 9433
 - f. Temporary on-sale liquor license to Lakeville Rotary for Taste of Lakeville
 - g. Supplemental Agreement with WSB for Professional Services for Demolition at 17622 Dodd Boulevard
 - h. Approve Joint Powers Agreement for Construction of the North Creek Greenway East Lake Park Segment Between the City of Lakeville and Dakota County
 - i. Proposal with ECSI for the Purchase and Installation of Grand Prairie Park Video Surveillance System
 - j. Joint Powers Agreement with Dakota County for Milling, Bituminous Overlay, Drainage Improvements and City Utility Repairs Along County Highways
 - k. OLAM Lakeville Industrial Property Alternative Urban Areawide Review (AUAR)
 - l. Agreement with HKGi for Services Pertaining to the Development of the 2026-2036 Parks System Master Plan

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- m. Divine Encounter Church Conditional Use Permit
 - n. Pickle in the Middle Conditional Use Permit
 - o. Preserve of Lakeville Fourth Addition Final Plat
 - p. Assignment of Development Contract for the plat of Muller Family Theatre Second Addition
 - q. Contract for Overhead Coiling Door Repairs at the Water Treatment Plant
 - r. No Parking Resolution for Ipava Avenue
 - s. Supplemental Agreement for Replacement of Water Treatment Plant Filter Media and Troughs
 - t. Keokuk Property Purchase Agreement Second Amendment
 - u. Approval of Pavement Management Change Orders for City Projects 25-01 and 25-03
 - v. Geotechnical Proposals for the 2026 Miscellaneous Improvements and Street Rehabilitation Projects
 - w. Spirit of Brandtjen Farm 25th Addition Final Plat
 - x. Ritter Meadows Fourth Addition Final Plat
 - y. Ritter Meadows Second Addition Encroachment Agreements
 - z. Sundance Lakeville Second Addition Agreement Amendments
 - aa. **Proposal from Novak Companies LLC for Dakota Heights Park Hockey Rink Board Posts**
7. Action Items
- a. Heritage Commons 10th Addition Preliminary Plat
 - b. Crossroads East Third Addition Preliminary and Final Plat and CUP
8. Unfinished Business
9. New Business
10. Announcements
- a. Next City Council Meeting July 21, 2025
 - b. Next Work Session July 28, 2025
11. Adjourn



Date: 7/7/2025

Check Register Summary

Proposed Action

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

Overview

Checks	326346-	\$2,019,431.72
	326501	
ACH/EFT	21100-	\$2,972,720.72
	21252	
Total		\$4,992,152.44

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

Supporting Information

1. 06.17.25CKSUM-Checks
2. 06.17.25CKSUM-ACH-EFT
3. Check Register 06.17.25 for July 7, 2025 Council Mtg - Checks
4. Check Register 06.17.25 for July 7, 2025 Council Mtg - ACH-EFT

Financial Impact: \$4,992,152.44 **Budgeted:** Yes **Source:** Various

Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Cheri Donovan, Assistant Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	248,524.39
2000 COMMUNICATIONS FUND	13,401.50
3125 2025A FIRST CENTER	3,614.00
4000 BUILDING FUND	68,693.78
4100 EQUIPMENT FUND	1,257.59
4125 TECHNOLOGY FUND	29,390.00
4500 PARK IMPROVEMENT FUND	300.00
4710 2023A PARK BONDS	173,123.82
4720 2024A PARK BONDS	92,320.00
7450 ENVIRONMENTAL RESOURCES FUND	1,255.74
7550 UTILITY FISCAL ADMINISTRATION	6,945.14
7575 STREET LIGHTING FUND	88,821.17
7600 WATER FUND	144,041.22
7700 SEWER FUND	472,390.22
7800 LIQUOR FUND	252,393.35
7900 MUNICIPAL RESERVES FUND	401,644.00
8000 ESCROW FUND	20,541.00
9800 PAYROLL CLEARING FUND	774.80
Report Total:	2,019,431.72

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	453,392.91
2000 COMMUNICATIONS FUND	902.21
4000 BUILDING FUND	27,402.77
4100 EQUIPMENT FUND	107,673.70
4200 PARK DEDICATION FUND	63,252.97
4500 PARK IMPROVEMENT FUND	2,440.17
4710 2023A PARK BONDS	16,081.26
4720 2024A PARK BONDS	690,552.42
5200 STATE AID CONSTRUCTION FUND	68,922.15
5300 PAVEMENT MANAGEMENT FUND	274,420.83
5400 STORMWATER INFRASTRUCTURE FND	0.00
5500 WATER TRUNK FUND	2,235.00
5600 SANITARY SEWER TRUNK FUND	271,833.26
6585 22-02 STREET RECONSTRUCTION	37,350.60
6589 22-24 AIRLAKE 70 IMPROVEMENT	27,980.72
6590 2023 STREET RECONSTRUCTION	6,363.00
6595 24-02 STREET RECONSTRUCTION	723.00
6596 24-03 COLLECTOR RD REHAB	548.00
7450 ENVIRONMENTAL RESOURCES FUND	76,365.57
7575 STREET LIGHTING FUND	82.41
7600 WATER FUND	197,198.29
7700 SEWER FUND	6,852.67
7800 LIQUOR FUND	637,788.59
8000 ESCROW FUND	2,358.22
Report Total:	2,972,720.72



MINUTES CITY COUNCIL MEETING

June 16, 2025 - 6:00 PM
City Hall Council Chambers

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

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

2. Roll Call

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

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

3. Citizen Comments

None

4. Additional agenda information

None

5. Presentations/Introductions

a. Pan-O-Prog 2025

Paul Kaus provided an update on Pan-O-Prog 2025.

6. Consent Agenda

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

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

a. Check Register Summary

b. Minutes of the 06/02/2025 City Council Meeting

c. Accepting a Donation from the Lakeville Public Safety Foundation

d. Ordinance Amending Title 5, Chapter 1 of the Lakeville City Code Concerning Control of Dogs

e. Ordinance Amending Title 5, Chapter 7 of the Lakeville City Code Concerning the Furnishing of Alcohol or Cannabis to Underage Persons by Social Hosts

f. Proposal for the Purchase and Installation of Proxess Electronic Access System for Grand Prairie Park

g. Ordinance Amending Title 7, Chapter 1 of the City Code Concerning Fishing

h. Joint Powers Agreement with Dakota County for CSAH 50 and Hamburg Avenue Intersection Improvements and Street Lighting Contract

- i. **Temporary On-Sale Liquor License to Lakeville Lions for Pan-O-Prog Events**
- j. **Resolution Approving Charitable Gambling Lakeville Lions**
- k. **Approval of Professional Services Agreement with TKDA for Cedar Avenue Corridor Land Use and Market Analysis**
- l. **Antlers Ridge Plat Correction**
- m. **Joint Powers Agreement with Dakota County for Miling, Bituminous Overlay, Drainage Improvements and City Utility Repairs along County State Aid Highway 5**
- n. **Resolution Accepting Donations to the Lakeville Parks & Recreation Department in the 2nd Quarter of 2025**
- o. **Brookshire 4th Addition Development Contract and related documents**

7. Action Items

- a. **Public Hearing for Vacation of Roadway, Drainage and Utility Easement at Amelia Meadows**

Community Development Director Tina Goodroad presented the staff memo for Vacation and Drainage and Utility Easement at Amelia Meadows. Lennar applied for the vacation of a public roadway, drainage, and utility easement on the parent parcel to be platted. The easement was granted to the City when a sewer line was extended south from the interceptor line currently located at the city boundary with Farmington, north of 200th Street. The sewer line was needed to serve a portion of the Cedar Hills development, located south of 200th Street. With the recording of the Amelia Meadows final plat, the easement is no longer required. This action requires a public hearing to consider the vacation of this easement. The easement being vacated will be replaced with public right of way on the Amelia Meadows final plat.

Mayor Hellier opened the public hearing at 6:08 p.m.

There were no comments from the public.

Motion was made by Lee, seconded by Bermel, to close the public hearing at 6:09 p.m.

Motion was made by Wolter, seconded by Volk, to approve a resolution vacating a public roadway, drainage, and utility easement.

8. Unfinished Business

9. New Business

10. Announcements

- a. **Next Work Session June 23, 2025**
- b. **Next City Council Meeting July 7, 2025**

11. Adjourn

Motion was made by Wolter, seconded by Lee, to adjourn at 6:10 p.m.

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



MINUTES CITY COUNCIL WORK SESSION

June 23, 2025 - 6:00 PM

Lakeville City Hall, Marion Conference Room

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

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

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

Staff Present: Justin Miller, City Administrator; Allyn Kuennen, Assistant City Administrator; Taylor Snider, Assistant to the City Administrator; Brad Paulson, Police Chief; Sergeant Jeff Hanson, Lieutenant Thor Howe, and Fire Chief Michael Meyer.

2. Citizen Comments

There were no citizen comments.

3. Discussion Items

a. Public Safety Projects Update

Assistant City Administrator Allyn Kuennen presented FiRST Center updates to Council. This included membership agreements with the other communities for facility use and construction updates. Kuennen also gave updates on the proposed fire station, including proposed site plans and potential challenges.

b. Emergency Management Tabletop

Police Chief Paulson, Fire Chief Meyer, Sgt. Hansen, Lt. Howe, and Communications Director Tierney Helmers presented a training scenario for Council on how to handle communication in an emergency situation. Council found this training informative and valuable.

4. Items for Future Discussion

5. Committee/ City Administrator Updates

Councilmember Bermel announced that the I-35 Solutions Alliance is taking two months off during the summer construction.

Councilmember Lee reported from the ALF Ambulance Board that Kerry Callahan from

City Council Work Session Minutes
June 23, 2025

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Allina would no longer be working with the city and that Kurt Weidner is the temporary representative.

Mayor Hellier attended the U.S. Mayors Conference and shared personal safety for elected officials with the rest of Council.

6. Adjourn

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

Mayor Hellier adjourned the meeting at 7:54 PM.

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Heller, Mayor



Date: 7/7/2025

Extension of on-sale liquor license at B-52's for Pan-O-Prog events

Proposed Action

Staff recommends adoption of the following motion: Move to approve the extension of B-52's Liquor License to include the fenced-in parking lot on July 10-12, 2025, subject to the stipulations provided in the staff report.

Overview

B-52's requests an extension of their liquor license premise to include the fenced-in parking lot with live music during their annual Pan-O-Prog events. These events have been held for several years without major issues.

A site plan, schedule of events, and certificate of insurance have been provided. B-52's owner, Mark Reese, will send a letter to the surrounding neighbors advising them of the scheduled events.

Supporting Information

1. B-52's Request
2. B-52 Site Plan

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Ann Orlofsky, City Clerk

27 June 2025

Mayor Helier
Council Members
City of Lakeville
20751 Holyoke Ave
Lakeville, MN 55044

Dear Mayor Helier and Council Members:

B-52 Burgers and Brew respectfully requests an extension of our on-sale liquor license to allow the sale of alcoholic beverages and live entertainment in the fenced in parking lot on July 10th-12th, 2025. Enclosed is a site plan, schedule of events, and a certificate of insurance. We are happy to do any additional requests.

The on-site manager for the event will follow the authority of the Chief of Police, the Fire Chief or designees to control the level of noise or terminate any event due to security concerns or inclement or hazardous weather.

Thank you for your consideration. We appreciate being a part of this fun and historic community event.

Best Regards,

Jason Saji
B-52 Burgers and Brew
20751 Holyoke Ave.
Lakeville, MN 55044

Panorama of Progress 2025 | B-52

Event Schedule

Thursday July 10th 2025

- Food and drinks are available inside and out until midnight, no drinks after midnight outside. 3 security, family fun event.
- Band inside and outside until 11pm
- Coloring stand, picnic tables, inflatable slide. No minors after 10PM.
- No cover charges.

Friday July 11th 2025

- Food and drinks are available inside and out until midnight, no drinks after midnight outside. 3 security, family fun event.
- Band inside and outside until midnight
- Coloring stand, picnic tables, inflatable slide. No minors after 10PM.
- No cover charges.
- Bar High top tables and chairs are removed at the conclusion of the cruise. Approximately 8PM.
- 4 Police Officers and security team of 3 as well as 2 managers dedicated to front of house operations

Saturday July 12th 2025

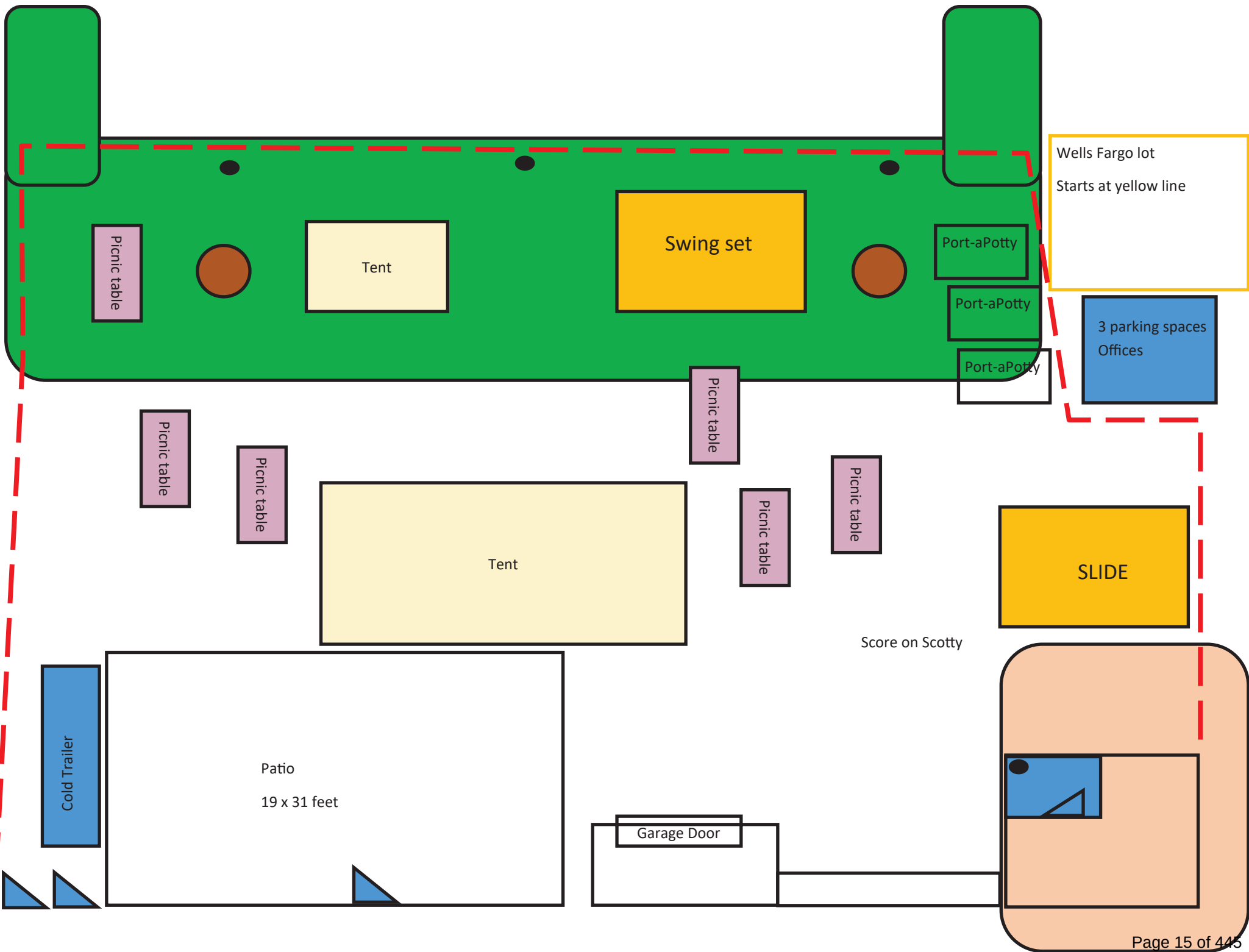
- Food and drinks are available inside and out until midnight, no drinks after midnight outside. 3 security, family fun event.
- Band inside and outside until midnight
- Coloring stand, picnic tables, inflatable slide. No minors after 10PM.
- No cover charges.
- Bar High top tables and chairs are removed at the conclusion of the cruise. Approximately 8PM.
- 4 Police Officers and security team of 3 as well as 2 managers dedicated to front of house operations

Provisions

- Only the ages of 21 or older at 10PM.
- ID Checks include no permission of those with any driver's license restrictions
- Radios among door, security, management, service staff and support staff are used for communication the full 3 days.

Stipulations

- Barricade fencing shall be erected around the site per the submitted site plan.
- Portable toilets listed and placed per the submitted site plan.
- Controlled access to the event with B-52 security personnel to identify and stamp those of legal age to consume alcohol.
- Persons under 21 years of age are required to exit by 10PM.
- All outdoor live music shall cease by midnight.
- All outside alcohol service shall cease at midnight.
- Security shall assist the police department in clearing the establishment at midnight.
- For all events, B-52 shall hire uniformed police officers to supplement their security staff as required by the police department.
- The Police Chief, Fire Chief or designee may direct the event manager to control the level of noise and/or terminate the event at any time.



Wells Fargo lot
Starts at yellow line

3 parking spaces
Offices

Port-aPotty

Port-aPotty

Port-aPotty

Swing set

Tent

Picnic table

Picnic table

Picnic table

Picnic table

Tent

Picnic table

Picnic table

SLIDE

Score on Scotty

Cold Trailer

Patio
19 x 31 feet

Garage Door

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Date: 7/7/2025

Resolution Approving Charitable Gambling Rosemount VFW Post 9433

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution granting approval to the Rosemount VFW Post 9433 to conduct off-site gambling at the Lakeville Arts Center, 20965 Holyoke Avenue.

Overview

Rosemount VFW Post 9433 has applied to the State of Minnesota Gambling Control Board to conduct off-site gambling (pull-tabs) at Lakeville Arts Center on August 14 and 15, 2025. The organization has a gambling premise permit. The application for off-site activity requires a resolution of approval by the City Council.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Ann Orlofsky, City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION APPROVING CHARITABLE GAMBLING ROSEMOUNT VFW POST
9433**

WHEREAS, the City of Lakeville received an application from the Rosemount VFW Post 9433 to conduct off-site gambling at the Lakeville Area Arts Center for the Taste of Lakeville; and

WHEREAS, Rosemount VFW Post 9433 is a qualified organization.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeville grants approval to the Rosemount VFW Post 9433 to conduct off-site gambling on August 14 and 15, 2025, at the Lakeville Area Arts Center, 20965 Holyoke Avenue, for the Taste of Lakeville.

DATED this 7th day of July 2025

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 7/7/2025

Temporary on-sale liquor license to Lakeville Rotary for Taste of Lakeville

Proposed Action

Staff recommends adoption of the following motion: Move to approve the issuance of a temporary on-sale liquor license to Lakeville Rotary.

Overview

The Lakeville Rotary submitted an application for a temporary on-sale liquor license for the Taste of Lakeville event. Lakeville Rotary is a 501(c)(3) non-profit organization. The Rotary provides financial support to the Lakeville area community through scholarships and community projects.

The Taste of Lakeville will be held at the Lakeville Area Arts Center building and grounds on August 14, 2025.

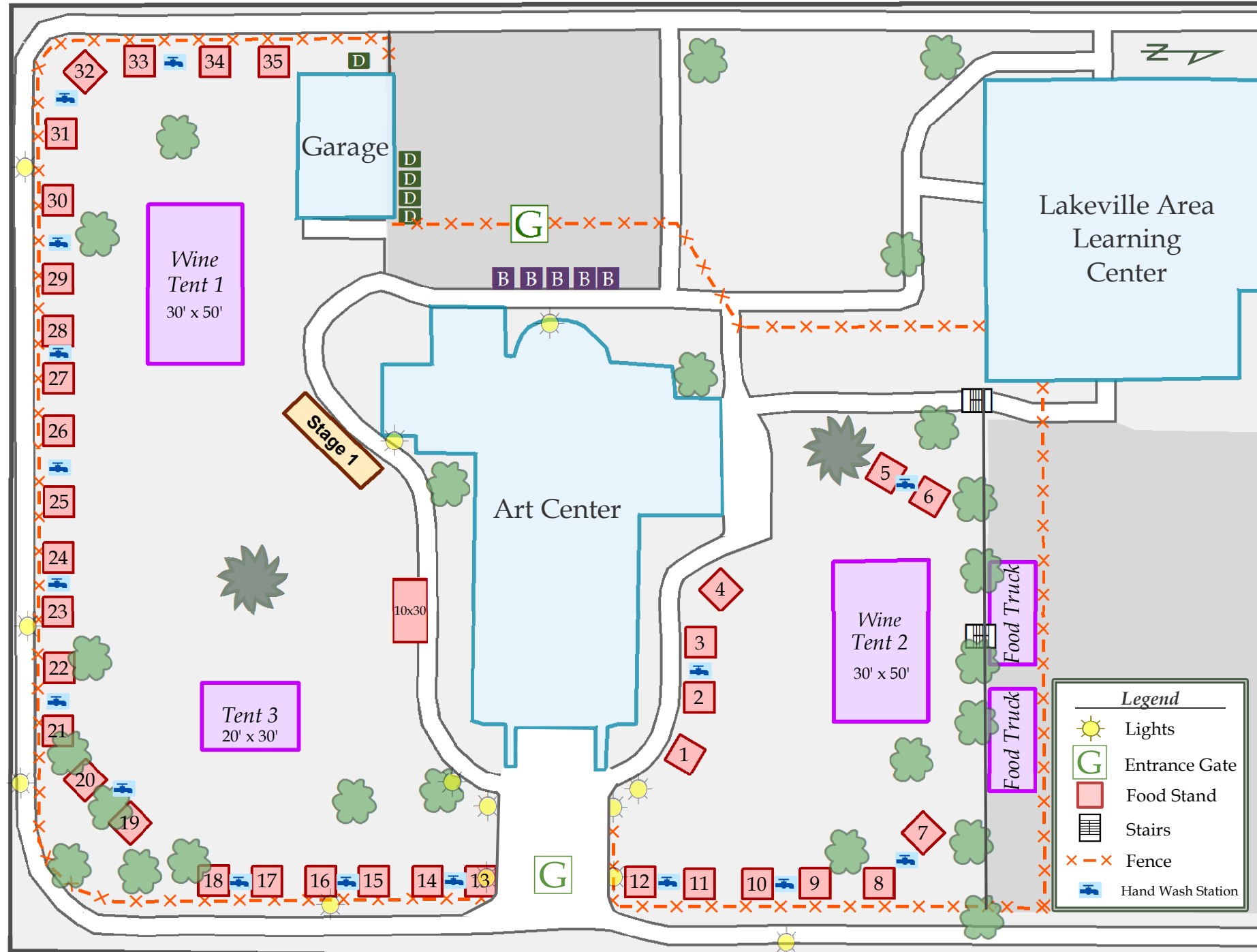
Supporting Information

1. Taste of Lakeville site plan

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Ann Orlofsky, City Clerk
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Howland Avenue

210th Street



Taste of Lakeville

Holyoke Avenue



Date: 7/7/2025

**Supplemental Agreement with WSB for Professional Services for Demolition
at 17622 Dodd Boulevard**

Proposed Action

Staff recommends adoption of the following motion: Move to approve WSB supplemental agreement for professional services for demolition at 17622 Dodd Boulevard, City Project 25-18.

Overview

The City Council approved a purchase agreement to acquire the property at 17622 Dodd Boulevard on June 2, 2025. The City closed on the property on June 27, 2025, and the seller has vacated the site. The existing buildings must be demolished and disposed of to prepare the site for future public facilities. Site planning of the property to optimize its highest and best use, including a potential fire station, satellite water treatment plant and public works facilities is underway. WSB's proposed tasks include a) completion of an Asbestos and Regulated Material (ARM) Assessment; b) preparation of demolition and restoration specifications and bid package/solicitation; c) oversight of ARM removal and building demolition activities; and d) oversight of underground storage tank (UST) removal.

WSB's supplemental agreement identifies the scope of services and estimated cost to provide demolition services for City Project 25-18, and is subject to the Master Services Agreement dated September 20, 2021.

Supporting Information

1. 205.06.19 WSB Demo Services

Financial Impact: \$37,200 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Zach Johnson, City Engineer
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June 19, 2025

Zach Johnson, P.E.
City Engineer, City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Re: Scope of Work and Cost – Demolition Services
17622 Dodd Boulevard
Lakeville, MN 55044

Dear Mr. Johnson:

As requested, outlined below is a scope of work and cost estimate for WSB to provide Demolition Services at 17622 Dodd Boulevard in Lakeville, Minnesota (Site). WSB understands the northeastern portion of the Site has been occupied by a farmstead since at least 1910 and currently includes a dwelling, garage, pole barn, playhouse, maintenance shop, corn crib, and shed. The dwelling includes a 500-gallon fuel oil underground storage tank (UST) and a private well in the basement. Two septic systems are also present at the south side of the dwelling and maintenance shop.

WSB understands the City of Lakeville (City) intends to purchase the Site on June 27, 2025, and soon thereafter demolish the existing buildings to facilitate future City improvements. The following tasks will be performed as part of this Scope of Work:

Task 1: Asbestos and Regulated Material Assessment

An Asbestos and Regulated Material (ARM) Assessment will be completed to identify asbestos and other regulated materials at the Site buildings that will require special management prior to and/or during demolition activities. The following items will be completed as part of the ARM Assessment:

Asbestos Sampling

WSB will perform destructive asbestos sampling at the Site buildings to identify friable and non-friable asbestos-containing materials (ACM) in accordance with Environmental Protection Agency (EPA), Minnesota Pollution Control Agency (MPCA), and Minnesota Department of Health (MDH) rules and regulations. In addition, WSB will identify ACM that could become friable during demolition activities, and according to State and Federal regulations, would require abatement prior to disturbance. The inspection and sampling will be performed by a US EPA-accredited and MDH-certified Asbestos Inspector. It is anticipated that building materials disturbed during sampling will not be replaced/repared following the completion of the sampling.

Asbestos Laboratory Analysis

Samples shall be submitted to a laboratory accredited for the analysis of asbestos bulk samples under the National Voluntary Laboratory Accreditation Program (NVLAP). Samples of suspect materials will be analyzed on a first positive stop basis. Analysis shall be performed by Polarized Light Microscopy (PLM), EPA Method 600/R-93-116 (Asbestos in Bulk Building Materials). For materials with low (less than 10%) concentrations of asbestos, a point count quantification of asbestos concentrations can be performed. If additional analyses are required, WSB will contact the City for authorization.

Limited Lead-Based Paint Sampling

WSB will collect lead-based paint (LBP) chip samples from painted/coated concrete surfaces at the Site buildings that have the potential to be recycled during demolition. At a minimum, paint sampling will be completed for satisfying MPCA requirements for concrete recycling and reuse. If LBP is detected, the surfaces will be identified as requiring special management during recycling. The limited lead sampling is not intended to satisfy Occupational Health and Safety Administration (OSHA) or Housing and Urban Development (HUD) testing requirements.

Regulated Materials Inventory

WSB will complete a room-by-room inventory of regulated materials at the Site buildings that may require special handling or disposal prior to demolition. WSB will also note other items present that may require special attention prior to or during demolition including wells, septic systems, sumps, above/underground tanks, hoists, and oil water separators.

Final Documentation and Reporting

WSB will summarize the results of the ARM Assessment in one final report. At a minimum, the report will include the following:

- Scope of work
- Sampling methods and procedures
- Figures identifying ACM sample locations
- Regulated materials inventory
- Investigation results including locations and quantities of identified ACM
- Conclusions and recommendations

Task 1 Assumptions

- One ARM Assessment report will be completed.
- Site access will be arranged by the City, including the interior of the current buildings.
- The ARM Assessment will be completed following Site purchase by the City.
- Destructive sampling methods will be used, and any damage caused to building materials (including the roof) during sampling will not be repaired/replaced by WSB.
- The limited lead-based paint sampling is not intended to satisfy OSHA or HUD testing requirements.
- It is anticipated that up to 200 asbestos samples and 10 lead-paint samples will be collected and analyzed under a standard 7- to 10-day laboratory turnaround time. Additional samples will be charged at a rate of \$9 per asbestos sample and \$17 per lead-paint sample.
- It is anticipated that up to 10 asbestos samples will be point counted. Additional samples to be point counted will be charged at a rate of \$19.80 per sample.
- The City will provide one review of the ARM Assessment report.

Task 2: Demolition Specification, Bid Solicitation, and Contract Execution

Demolition and Restoration Specification

WSB will prepare a demolition specification for the removal and disposal of the buildings and restoration of the Site. The specification will contain details pertaining to the following demolition and restoration components/requirements:

- Removal, management, and disposal of the fuel oil UST present at the south side of the dwelling.
- Abandonment of the private water well in the dwelling basement.
- Abandonment of the two septic systems at the south sides of the dwelling and maintenance shop.
- Removal, management, and disposal of additional USTs, lifts/hoists, sumps, or oil water separators discovered during excavation activities (if applicable).
- Removal and management of petroleum-impacted soil (if applicable).
- Removal, management, and disposal of regulated materials including ACM and LBP (if applicable).
- Disconnection of all public and private utilities prior to demolition.
- Permit and notification responsibilities prior to demolition.
- Demolition and offsite disposal or recycling of all construction and demolition debris, including concrete slabs and footings.
- Restoration of the Site with backfill, topsoil, seed, and erosion controls.

Bid Package and Solicitation

WSB will prepare a bid package and solicit bids from contractors for the demolition of the Site buildings and Site restoration activities. Since the total demolition/restoration cost is anticipated to be below \$175,000, a public competitive bid will not be required prior to awarding the demolition contract. It is anticipated that a minimum of two competitive bids will be obtained prior to awarding the contract. Additionally, it is anticipated that WSB will organize and complete one contractor pre-bid walk approximately one or two weeks before the bid deadline. The bid package will include the following components/requirements:

- Dakota County/City Site information
- Permit and notification responsibilities prior to demolition/removal.
- Demolition specification (prepared by WSB)
- ARM Assessment Report (completed by WSB, Task 1)
- Contractor statement of qualifications and proof of insurance
- City independent contract agreement
- Bid form with costs broken down by:
 - Removal and disposal of the fuel oil UST
 - Abandonment of one private water well and two septic systems
 - Removal, loading, hauling and disposal of petroleum-impacted soil (if applicable)
 - Procurement of clean backfill material (if applicable)
 - Removal and disposal of regulated materials, including asbestos (if applicable)
 - Removal and disposal of structures and Site restoration

Contract Execution

WSB will summarize the provided demolition bids in a letter to the City and recommend a contractor based on the lowest responsible bid meeting the criteria outlined in the bid package. WSB will also assist with contract execution prior to initiation of the fieldwork activities.

Task 2 Assumptions

- The awarded contractor will be responsible for obtaining all necessary state and local permits prior to demolition; including but not limited to wrecking, well abandonment, septic removal, UST removal, and regulated materials removal/disposal.

- The awarded contractor will contract with the City directly for the building demolition, UST removal, and Site restoration activities.
- An MPCA certified tank removal contractor is required to complete the UST removal.
- The awarded contractor will be responsible for the coordination of all private and public utility disconnections.
- It is anticipated that the demolition cost will not exceed \$175,000 and a publicly advertised bid will not be required.
- The City will provide one review of the bid package and specification.

Task 3: Building Demolition Oversight and Documentation

Demolition and Environmental Abatement Coordination

WSB will coordinate with contractors to ensure demolition activities, including regulated material removal and disposal, are performed in accordance with local, state, and federal guidelines. WSB will also coordinate with contractors to obtain documentation for final reporting purposes and will maintain communication with the City regarding the demolition schedule.

Demolition Oversight

WSB will provide oversight during demolition activities to assess for unknown environmental conditions. WSB will screen soils with a photoionization detector (PID) during excavation activities to document the presence/absence of contaminated soil at the Site.

WSB will conduct a walkthrough prior to demolition to ensure all regulated materials are removed and properly disposed of at a permitted landfill or recycling facility. WSB will also conduct a final walkthrough following demolition to ensure the Site is properly backfilled, graded, seeded, and is free of demolition debris.

Final Documentation and Reporting

WSB will summarize the results of the demolition oversight services in one final documentation report. At a minimum, the report will include the following:

- Daily field logs, with photographic documentation
- Soil screening results
- Scope of work
- Well and septic abandonment documentation
- Regulated material removal documentation (if applicable)
- Demolition notifications and permits
- Backfilling and seeding documentation

Task 3 Assumptions

- WSB will complete a Site walkthrough following the removal of regulated materials and prior to demolition of the structures. Demolition of the structures will not commence until WSB has completed the regulated material removal walkthrough.
- The awarded contractor will provide all required abatement, disposal, and import documentation for WSB's final demolition report.
- Demolition and restoration of the Site will be completed within five workdays.
- No soil correction activities will be completed as part of this task.

- No contaminated soil requiring special management or offsite disposal will be encountered during the building demolition activities. If impacted soil is discovered during the removal of building slabs, additional fees will apply to ensure the soil is managed appropriately.

Task 4: UST Removal Oversight, Soil Sampling and Documentation

WSB will coordinate with the City and the UST removal contractor to ensure removal and restoration activities are performed on schedule and in accordance with local, state, and federal guidelines. WSB will also communicate with the contractor to obtain documentation for final reporting purposes.

WSB will provide oversight during the UST removal and conduct soil sampling and screening per MPCA Guidance Document c-prp3-01, Excavation of Petroleum-Contaminated Soil and Tank Removal Sampling (May 2024) and other applicable MPCA Guidance documents. WSB will screen soils with a PID during the UST removal activities to document and manage contamination. WSB will collect up to six total soil samples for laboratory analysis following the UST system removal for documentation purposes per MPCA guidelines. It is assumed that two bottom (one from below each end of the tank) and four sidewall (one from each side) soil samples will be collected from the excavation basin for laboratory analysis. Additional samples will be collected as needed for soil screening and documentation purposes. To comply with the MPCA's analytical requirements for documentation soil samples associated with the storage of fuel oil, the six soil samples will be analyzed for:

- Volatile organic compounds (VOCs) by EPA Method 8260D
- Diesel range organics (DRO) by the Wisconsin Modified Method
- Polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270

One trip blank will also be submitted to the laboratory for VOC analysis for quality assurance/quality control (QA/QC) purposes.

Excavation Report

Upon receipt of the laboratory analytical results, an excavation report will be prepared and submitted to the MPCA summarizing the excavation of the UST system and soil sampling results according to MPCA Guidance Document c-prp3-02, *General Excavation Report Worksheet* (July 2022).

Task 4 Assumptions

- One UST, approximately 500-gallons in size, is documented at the Site. If additional USTs are discovered at the Site during demolition, additional fees associated with excavation soil sampling and MPCA reporting will apply.
- The tank removal activities will be completed within one workday.
- WSB will contract an analytical testing firm for soil sample analysis.
- Up to six total documentation soil samples will be collected following the UST system removal activities. Additional soil samples may be needed based on the size of the excavation basin. Additional samples beyond those listed above will require additional fees.
- It is assumed that no petroleum-saturated or grossly contaminated petroleum soil will be encountered during the tank removal activities and require offsite landfill disposal. If petroleum-saturated or grossly contaminated soil is encountered, additional fees will apply to ensure the soil is managed and disposed appropriately.

Total Cost and Schedule

The cost to perform the above-described environmental services is a lump sum fee of **\$37,200**. If additional work is required beyond this scope, WSB will provide those services on a time and materials basis following approval from the City and in accordance with the attached 2025 Rate Schedule. Upon authorization, the work will be initiated immediately. The table below presents the estimated cost breakdown for each task presented in this scope.

Task	Fee (Lump Sum)
1 – Asbestos and Regulated Material Assessment	\$9,600
2 – Demolition Specification, Bid Solicitation, and Contract Execution	\$4,500
3 – Building Demolition Oversight and Documentation	\$10,900
4 – UST Removal Oversight, Soil Sampling and Documentation	\$12,200
Total	\$37,200

Acceptance

This proposal represents our understanding of the project scope. All work completed through this proposal will be governed by the Master Agreement between the City and WSB dated September 20th, 2021. If the scope and fee are acceptable, please sign on the space provided below and return one copy to WSB. We are available to begin work once we receive signed authorization.

WSB appreciates the opportunity of being considered for this project and we look forward to providing our professional services to you. If you have any questions about this proposal, please feel free to contact Ben Fehr at bfehr@wsbeng.com or 612-248-7007.

Sincerely,

WSB



Ben Fehr
Project Manager



Ryan Spencer, CHMM
Director of EIR

Enclosures
WSB 2025 Rate Schedule

Signature

I hereby authorize the above scope of work, schedule, and cost.

Name (Print)

Signature

Date

2025 Rate Schedule



	Billing Rate/Hour
PRINCIPAL ASSOCIATE	\$195 - \$281
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$195 - \$251
PROJECT MANAGER	\$171 - \$191
PROJECT ENGINEER GRADUATE ENGINEER	\$115 - \$190
PROJECT MANAGER ASSISTANT	\$95 - \$155
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$76 - \$189
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$86 - \$182
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$77 - \$180
PLANNER SR. PLANNER	\$89 - \$188
GIS SPECIALIST SR. GIS SPECIALIST	\$86 - \$188
CONSTRUCTION OBSERVER	\$117 - \$152
SURVEY	
Survey Office Technician	\$136 - \$169
Drone Pilot	\$197
One-Person Crew	\$197
Two-Person Crew	\$265
OFFICE TECHNICIAN	\$67 - \$147

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.



Date: 7/7/2025

Approve Joint Powers Agreement for Construction of the North Creek Greenway East Lake Park Segment Between the City of Lakeville and Dakota County

Proposed Action

Staff recommends adoption of the following motion: Move to approve Joint Powers Agreement for Construction of the North Creek Greenway East Lake Park Segment Between the City of Lakeville and Dakota County.

Overview

The City and Dakota County are partnering to complete a 2-mile trail segment located in the northeast quadrant of the City. The project is part of the North Creek Greenway, a 14-mile trail that, once completed, will travel through Eagan, Apple Valley, Lakeville, Farmington and Empire Township. The greenway will also connect regional destinations including Lebanon Hills Regional Park, the Minnesota Zoo, downtown Farmington, the Vermillion River and Whitetail Woods Regional Park. The trail will incorporate elements compatible with natural features along the greenway corridor and expand recreational amenities.

The attached Joint Powers Agreement refers to the county's partnership with the City on the construction of the East Community Park (East Lake Park) segment of the greenway. This segment of the greenway includes the reconstruction and improvement of an existing trail segment along 173rd Street to East Community Park (East Lake Park) and includes the installation of an at-grade pedestrian crossing at 170th Street W., improvements to the midblock crossing of 170th Street W. and upgrades to approximately 3,400 feet of trail.

As per a previously adopted resolution, Dakota County will reimburse the City 85% of the total estimated \$1,000,000 project costs.

Supporting Information

1. Joint Powers Agreement and Site Map
2. Dakota County Resolution Authorizing Joint Powers Agreement

Financial Impact: \$150,000 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
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**JOINT POWERS AGREEMENT FOR CONSTRUCTION FOR
THE NORTH CREEK GREENWAY EAST LAKE PARK SOUTH SEGMENT
BETWEEN
THE COUNTY OF DAKOTA
AND
THE CITY OF LAKEVILLE**

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

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

WHEREAS, the City of Lakeville (“City”) is a Minnesota municipal corporation (collectively herein the County and the City are referred to as the “Parties”); and

WHEREAS, by resolution 11-517, the Dakota County Board authorized the adoption of the North Creek Greenway (“NCGW”) Master Plan; and

WHEREAS, the City is leading the design, bidding, and project delivery for the North Creek Greenway project; and

WHEREAS, the City has completed design and engineering plans for the reconstruction and improvement of an existing trail segment from 173rd Street to East Lake Park, including an at-grade pedestrian crossing at 170th Street, as shown on Exhibit 1; and

WHEREAS, the project will upgrade approximately 3,400 feet of trail in the location shown on Exhibit 1 to meet the County’s regional greenway standards (the “NCGW Trail Improvements”) and improve a midblock crossing of 170th Street (collectively the “Project”); and

WHEREAS, Dakota County will reimburse the City 85 percent of the total estimated \$1,000,000 Project costs, which costs include construction and consultant Project delivery expenses; and

WHEREAS, by resolution 25-157 the County authorized up to \$850,000 towards Project delivery and construction costs, including 20 percent contingency; and

WHEREAS, the Parties anticipate entering into a separate Maintenance Agreement to address ongoing maintenance and operations for the NCGW Trail Improvements following Project completion.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive from this Joint Powers Agreement (“Agreement”), the Parties hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1

Purpose

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the construction of the North Creek Greenway East Lake South project, as more fully described herein.

ARTICLE 2

Parties

The Parties to this Agreement are the City and County. County is acting by and through its Parks Department. City is acting by and through its Parks and Public Works Departments.

ARTICLE 3

Term

This Agreement shall be effective on the date of the signature (Effective Date) of the last Party to sign this Agreement and expires on December 31, 2026, or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4

Cooperation

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

ARTICLE 5

City's Obligations

- 5.1 Construction. The City, or its agents or contractors, shall construct or reconstruct the existing trail segment from 173rd Street to East Lake Park, including an at-grade pedestrian crossing at 170th Street, as shown on Exhibit 1. The Project shall be completed according to the approved Project design plans and specifications so that the NCGW Trail Improvements meet the County's regional greenway standards.
- 5.2 Project Management. The City, or its agents or contractors, shall provide construction services for the Project, and shall prepare bid documents for the Project. The City will lead the construction of the Project and shall be responsible for awarding contracts for the Project. The City will provide and be responsible for project delivery, management, and inspection of the Project work, assuring it meets applicable design and construction standards and the requirements of this Agreement. The County will have no actual or implied responsibility for the Project except as provided in this Agreement.

- 5.3 Notice to County Prior to Award of Contract and Approval of Change Orders. The City will notify the County of the amount of the lowest responsive bid. The County will thereafter notify the City as to whether the County approves the Project or whether it wishes to terminate the Project based on the amount of the bid. Such notice will be provided promptly, and in no event more than 20 days from the date of the City's notice, so as to allow the City to award or reject the bid. If the County accepts the lowest responsive bid amount and approves proceeding with the Project, the City shall award the contract and the Parties shall be responsible for paying the contractor as provided for in this Agreement. Following the contract award, the City will obtain the County's consent, which consent shall not be unreasonably withheld, prior to approving any requested change order or contract amendment that increases the Project costs relating to the NCGW Trail Improvements. The County acknowledges and agrees that the City may terminate or reduce the scope of the Project at any time if the County does not approve a change order or contract amendment and such change order or amendment would require the City to incur additional costs relating to the NCGW Trail Improvements.
- 5.4 Acknowledgement. The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.
- 5.5 Compliance with Laws/Standard. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the Project work. The City or its contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, codes, licenses, and rights and authorizations necessary for performing the work.
- 5.6 Use of Contractors. The City may engage contractors to perform the activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.
- 5.7 Perpetual License for North Creek Greenway. The City shall be responsible for designating appropriate locations for the installation of the NCGW Trail Improvements within areas owned or controlled by the City. The NCGW Trail Improvements shall generally be located in the area depicted on Exhibit 1. The City grants a perpetual license for the County and its employees, agents and contractors to install, maintain, repair and replace the NCGW Trail Improvements and associated improvements agreed to by the Parties on City property or within City right-of-way, as provided for pursuant to this Agreement. The perpetual license shall survive expiration or termination of this Agreement. The perpetual license shall be subject to the City's right to require relocation of the NCGW Trail Improvements as provided in section 6.4 of this Agreement and pursuant to applicable law. The City's right to require relocation shall also survive expiration or termination of this Agreement.

- 5.8 Permanent Easements for NCGW. At the County's request, and limited to City-owned property, the City will replace the license provided for in section 5.7 with permanent easements for the NCGW and agreed-upon improvements constructed and installed as part of the Project. The City shall execute the documents reasonably necessary to convey permanent easements for the NCGW and agreed-upon improvements. The County will provide all surveying and other documentation and information necessary for the City to grant the requested permanent easements.

ARTICLE 6
County's Obligations

- 6.1. County Funding Obligation. If the County accepts the bid amount and approves proceeding with the Project pursuant to Section 5.3 of this Agreement, the County shall reimburse the City in the amount of \$850,000.00 or 85% of the total Project costs, whichever is less. The City will administer the construction contract for the Project and will make all required payments to the contractor. Following payments to the contractor, the City will submit an invoice to the County for reimbursement of the County's proportionate share of the contractor payments. The County shall reimburse the City for its share of the payments within 35 days of receipt of the invoice.
- 6.2. Project Management Team. County staff will participate on a Project Management Team to be coordinated by the City and will provide input on the design and construction of the NCGW Trail Improvements and the County's regional greenway standards.
- 6.3. Acknowledgment. The County shall appropriately acknowledge the assistance provided by the City pursuant to this Agreement in any promotional materials, signage, publications, notices, and presentations concerning the Project.
- 6.4. Relocation of NCGW Located within City Right-of-Way or Permanent Easements on City Property. The Parties agree that in the event the City needs to widen, expand, and/or redesign its street, transportation facilities, utilities, or other infrastructure owned by the City and within City right-of-way or on City property, the City will, if requested by the County, acquire the necessary additional right-of-way and/or easements needed for the relocation of the displaced NCGW Trail Improvements as part of the City's project. If the County requests that the City include relocation of the NCGW Trail Improvements as part of the City project, the Parties will enter into a separate agreement under which the County will reimburse the City for the City's out-of-pocket construction project costs and easement acquisition costs attributable to the relocation of the displaced NCGW Trail Improvements. Alternatively, in the event that the relocation of displaced NCGW Trail Improvements reasonably necessitates the acquisition of additional easements, the County may choose to acquire said additional easement rights using the County Attorney's Office, and the County may also choose to separately contract for the reconstruction of the displaced NCGW Trail Improvements. The City agrees to provide the County with reasonable notice of a pending displacement of the NCGW Trail Improvements that cannot be practically relocated within existing City right-of-way or permanent easement, and the County agrees to provide the City with written confirmation of how the County wants to effectuate the relocation of the

displaced NCGW Trail Improvements outside of existing City right-of-way or permanent easement in a timely manner that does not unreasonably delay the City construction project.

ARTICLE 7
Ownership and Maintenance

The County shall own the NCGW trail and associated improvements constructed and installed as part of the Project, with the exception of the pedestrian crossing of 170th Street, which shall be owned by the City. The Parties shall enter into a separate agreement addressing maintenance of the NCGW trail and improvements and any shared maintenance responsibilities for the Parties' infrastructure that may be connected to the NCGW.

ARTICLE 8
TERMINATION

- 8.1 Termination for Cause. This Agreement may be terminated for cause following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching Party has provided the other Party with notice of material breach and a reasonable opportunity to cure. The actions giving rise to a material breach shall be limited to the failure by the City to undertake or complete construction of the Project as required by this Agreement and failure by the County to comply with its obligations under Article 6.
- 8.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, the County may terminate this Agreement immediately in the event the County determines that sufficient funds from City, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement.

ARTICLE 9
AUTHORIZED REPRESENTATIVES AND LIAISONS

- 9.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement:

To the City:
Luke M. Hellier
Mayor
20195 Holyoke Ave.
Lakeville, MN 55044

To the County:
Georg T. Fischer
Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124

- 9.2 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed. At the time of execution of this Agreement, the following persons are the designated liaisons:

City Liaison

Joe Masiarchin

Parks Director

(952) 985-4601

jmasiarchin@lakevillemn.gov

County Liaison

Niki Geisler

Parks Director

(952) 891-7088

niki.geisler@co.dakota.mn.us

ARTICLE 10
LIABILITY

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, 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 they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 10 shall survive the expiration or termination of this Agreement.

ARTICLE 11
GENERAL PROVISIONS

- 11.1 Cooperation. The Parties agree to cooperate in the use of resources, including available right-of-way to install the Community Project Improvements, to the extent feasible and to the extent permitted by law. The Parties further agree to cooperate in the administration of contracts and completion of the project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the project and following completion of the project.
- 11.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties' authorized representatives. The Authorized Representatives may extend term of this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. It is the intent of the Parties that only material changes to the Agreement require authorization and approval by the Parties' respective governing bodies.

- 11.3 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties or as constituting the County or the City as the employee of the other entity for any purpose or in any manner whatsoever.
- 11.4 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- 11.5 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two business days after the date of mailing.
- 11.6 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.
- 11.7 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 11.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- 11.9 Waiver. If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
- 11.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.
- 11.11 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint

Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

11.12 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

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

DAKOTA COUNTY

CITY OF LAKEVILLE

By _____
Georg Fischer, Director
Physical Development

By _____
Luke Hellier, Mayor

Date of Signature: _____

Date of Signature: _____

By _____
Ann Orlofsky, City Clerk

Date of Signature: _____

APPROVED AS TO FORM:

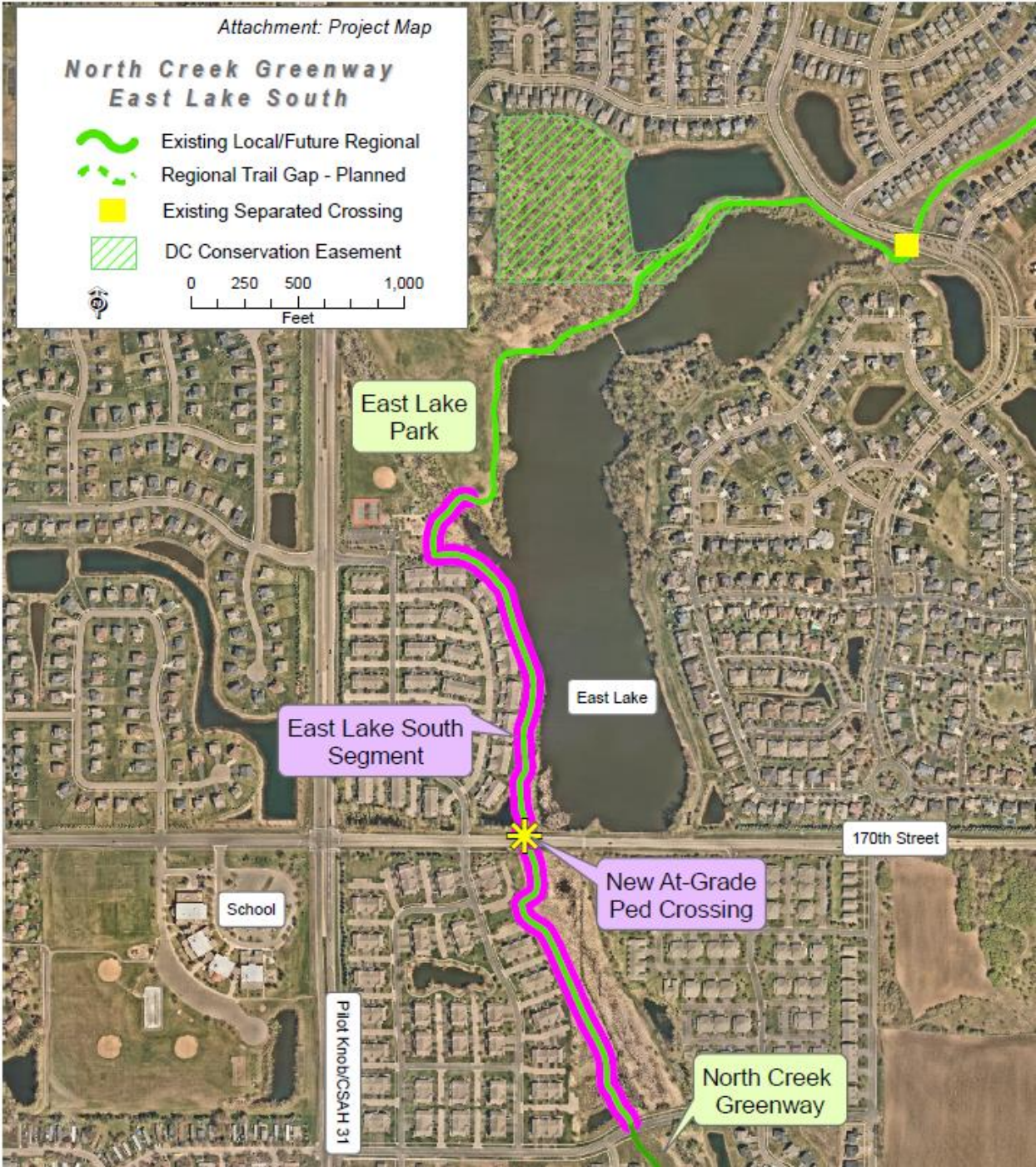
APPROVED AS TO FORM:

/s/ Tim Sime 6/23/25
Assistant Dakota County Attorney/Date
KS-25-265

City Attorney/Date

County Board Res. 25-157

Exhibit 1 Project Map



**BOARD OF COUNTY COMMISSIONERS
DAKOTA COUNTY, MINNESOTA**

March 25, 2025

Resolution No. 25-157

Motion by Commissioner Hamann-Roland

Second by Commissioner Atkins

Authorization To Execute Joint Powers Agreement With City Of Lakeville For North Creek Greenway: East Lake South Segment

WHEREAS, by Resolution No. 11-517 (October 11, 2011), the Dakota County Board of Commissioners adopted the North Creek Greenway Master Plan; and

WHEREAS, the City of Lakeville is leading the design, bidding, and project delivery; and

WHEREAS, the project will upgrade approximately 3,400 feet of trail to meet regional greenway standards and improve a midblock crossing of 170th Street; and

WHEREAS, Dakota County will reimburse City of Lakeville 85 percent of the total project costs estimated at \$1,000,000, including construction and consultant project delivery expense; and

WHEREAS, the total estimated project cost to Dakota County is \$850,000, including 20 percent contingency; and

WHEREAS, sufficient revenues are available in the Parks Capital Improvement Program Greenway Collaborative Set-aside project; and

WHEREAS, the Supplemental Maintenance Agreement will be revised to include ongoing maintenance and operations for project extents upon project completion.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director, or their designee, to execute a joint powers agreement with the City of Lakeville to reimburse the City for cost associated with the North Creek Greenway: East Lake South segment for the period of April 1, 2025, through December 31, 2026, subject to approval by the County Attorney's Office as to form.

STATE OF MINNESOTA
County of Dakota

	YES		NO
Slavik	<u>X</u>	Slavik	<u> </u>
Atkins	<u>X</u>	Atkins	<u> </u>
Halverson	<u>X</u>	Halverson	<u> </u>
Droste	<u>X</u>	Droste	<u> </u>
Workman	<u>X</u>	Workman	<u> </u>
Holberg	<u>X</u>	Holberg	<u> </u>
Hamann-Roland	<u>X</u>	Hamann-Roland	<u> </u>

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 25th day of March 2025, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 25th day of March 2025.



Clerk to the Board



Date: 7/7/2025

Proposal with ECSI for the Purchase and Installation of Grand Prairie Park Video Surveillance System

Proposed Action

Staff recommends adoption of the following motion: Move to approve proposal from ECSI for the purchase and installation of a video surveillance system at Grand Prairie Park.

Overview

As part of the construction of Grand Prairie Park, a video surveillance system will be installed. Staff has worked with ECSI on a number of similar initiatives including video surveillance installation at Antlers Park. The first phase installation of the video surveillance system includes the purchase and installation of 21 cameras to be centrally located within the park near the park buildings, open-air shelters and parking lots. These vantage points will provide unobstructed monitoring of most amenities in the park. The surveillance system will provide staff oversight of activities at the park and provide visibility to staff on emergent needs.

At this time, Staff is recommending that the Mayor and City Council approve proposals from ECSI the purchase and installation of a video surveillance system at Grand Prairie Park in the amount of \$125,886.00

Supporting Information

1. Grand Prairie Park Proposal

Financial Impact: \$125,886.00 Budgeted: Yes Source: Park Bond Referendum Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Joe Masiarchin, Parks and Recreation Director
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7900 Chicago Avenue S
Bloomington, MN 55420
651-735-7470

June 26, 2025

Mr. Trevor Stewart

RE: Lakeville Grand Prairie Park CCTV Project V2

For your consideration, ECSI is pleased to provide you with this proposal for the work associated with the above referenced project. This proposal is inclusive of all material and labor as to ensure a complete installation in accordance with the scope listed below.

CCTV Project (Base)

ECSI will include all the following equipment and labor associated:

- (5) Hanwha Dual Head Exterior Cameras
- (8) Hanwha Multi-Sensor Cameras
- (8) Hanwha Dome Cameras
- Camera Mounts
- (1) Corrosion Resistant Cabinet Enclosure (Splash Pad Building)
- (21) Genetec Licenses
- (12) Media Converters
- (1) Media Converter for Sprinkler System
- (2) Hoffman Enclosures
- Lift Rental
- Installation and Programming Setup

Total Base Amount:	\$125,886.00
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CCTV Project (Add Alternate)

ECSI will include all the following equipment and labor associated:

- (9) Hanwha Multi-Sensor Cameras
- Camera Mounts
- (9) Genetec Licenses
- (10) Media Converters
- Lift Rental
- Installation and Programming Setup

Total Alternate Amount:	\$69,856.00
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Clarifications & Exclusions

- Work to be performed during normal business hours.
- AC power (if needed) to be provided by others.
- All fiber to be installed, terminated and tested by others.
- All Cat6 to be pulled by others.
- All conduit to be installed by others.
- All cable and fiber are assumed to be tested and functional. If the cable is damaged, City of Lakeville will be notified and ECSI will have to return to complete.
- No Server Provided.



7900 Chicago Avenue S
Bloomington, MN 55420
651-735-7470

Warranty: All equipment provided by ECSI is warranted (Parts and Labor) for 1 year.

Terms: Our proposal is valid for 60 days.

Thank you for the opportunity to provide you with this quotation. If you should have any questions or require further information, please contact me at your convenience.

Sincerely,

Matt Heise, ECSI
Business Development
Cell – 612-209-6362

Approved By: _____

Date: _____



Date: 7/7/2025

Joint Powers Agreement with Dakota County for Milling, Bituminous Overlay, Drainage Improvements and City Utility Repairs Along County Highways

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Joint Power Agreement with Dakota County for Milling, Bituminous Overlay, Drainage Improvements and City Utility Repairs along County State Aid Highways 5/50 and 46, City Project 23-12.

Overview

Dakota County partnered with the City to complete drainage improvements and City utility maintenance/repairs along County State Aid Highway (CSAH) 5/50 (Kenwood Trail) from CSAH 46 to Jubilee Way, and a trail along CSAH 46 (162nd Street) from CSAH 5 (Kenwood Trail) to Highview Avenue. The work was part of the County's annual pavement preservation program and was constructed in 2023. Programmed City utility maintenance/repairs coincide with County pavement preservation projects to improve the overall performance and effectiveness of the shared City and County stormwater management system and extend the service life (minimize total lifecycle costs) of City sanitary sewer and water infrastructure located along County highways.

The Joint Powers Agreement (JPA) establishes City and County project responsibilities and cost participation. The City Council approved a JPA for CP 23-12 on April 17, 2023. However, Dakota County did not execute the JPA and requested the trail pavement preservation along CSAH 46 be added to the project scope. This JPA includes modifications to reflect the additional City cost (\$3,420). The City's cost for the drainage improvements and City utility maintenance/repairs is \$142,800 and will be financed by the Pavement Management Fund, and Sanitary Sewer and Water Operating Funds.

Supporting Information

1. 2023.04.17_JPA DCA20365

Financial Impact: \$142,800 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Zach Johnson, City Engineer
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JOINT POWERS AGREEMENT FOR
MILLING, BITUMINOUS OVERLAY, DRAINAGE IMPROVEMENTS,
AND CITY UTILITY REPAIRS

BETWEEN
THE COUNTY OF DAKOTA
AND
THE CITY OF LAKEVILLE
DAKOTA COUNTY PROJECTS 5-56, 46-61 and 50-31
CITY PROJECT 23-12

SYNOPSIS: Dakota County Transportation Department and the City of Lakeville agree to include the necessary storm sewer, sanitary sewer, and watermain repairs in the resurfacing of County State Aid Highway (CSAH) 5 (Kenwood Trail) from CSAH 46 to the I-35 southbound off ramp to CSAH 50, County Project 5-56, trail preservation along CSAH 46 (160th Street W) from CSAH 5 to Highview Ave, County Project 46-61, and resurfacing of CSAH 50 (Kenwood Trail) from I-35 southbound off ramp to CSAH 50 to Jubilee Way, County Project 5-56, in Lakeville, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as the "County"; and the City of Lakeville, referred to in this Agreement as the "City".

WHEREAS, under Minnesota Statutes Section 162.17, subdivision 1 and 471.59, subdivision 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the County is proceeding with Dakota County Project (DCP) 5-56 to resurface County State Aid Highway (CSAH) 5 (Kenwood Trail), from CSAH 46 to the I-35 southbound off ramp to CSAH 50; and

WHEREAS, the County is also proceeding with DCP 46-61 to reclaim the bituminous trail and upgrade pedestrian ramps along CSAH 46 (162nd Street) from CSAH 5 to Highview Avenue; and

WHEREAS, the County is also proceeding with DCP 50-31 to resurface CSAH 50 (Kenwood Trail) from the I-35 southbound off ramp to CSAH 50 to Jubilee Way, in Lakeville (DCP 5-56, DCP 46-61 and DCP 50-31 together termed the "Project"); and

WHEREAS, the City desires to repair storm sewer, sanitary sewer and watermain infrastructure along these sections of CSAH 5, CSAH 46 and CSAH 50 (the "City Work"); and

WHEREAS, it is considered mutually desirable to include the City Work in the Project and perform the City Work in conjunction therewith; and

WHEREAS, the County and the City have included these respective improvements in their Capital Improvement Programs and will jointly participate in the costs of said improvements as further defined herein.

NOW, THEREFORE, it is agreed that the County and the City will share responsibilities and costs associated with the Project and any City Work performed in connection therewith as follows:

1. County Highway and Trail Resurfacing. The County shall be solely responsible for the costs of the milling and bituminous overlay of both CSAH 5 from CSAH 46 to the I-35 southbound off ramp to CSAH 50 and CSAH 50 from the I-35 southbound off ramp to CSAH 50 to Jubilee Way. The County shall also be responsible for the costs of reclaiming the bituminous shared-use trail along CSAH 46 from CSAH 5 to Highview Avenue.

2. Storm Sewer Utility Repairs. The County and City shall share all costs associated with the repairs to storm sewer systems made as part of the Project. The County shall pay 80% of the storm sewer utility repair costs, and the City shall pay 20% of the storm sewer utility repair costs. The City shall be responsible for inspecting and approving this work. Further, the County and City shall be responsible for the maintenance of all such facilities after completion of the Project, including expiration of any warranty period, in accordance with the terms and conditions of the current adopted *Maintenance Agreement for Storm Sewer Systems (Dakota County Contract No. C0025412)*.

3. Sanitary Sewer and Watermain – City Utility Repairs. The City shall be solely responsible for: a) all costs associated with utility repairs to sanitary sewer and watermain systems made as part of the Project; b) inspecting and approving said utility work; and c) maintaining all such facilities after the completion of the Project, including expiration of any warranty period.

4. Plans, Specifications, and Award of Contract. The County shall prepare the complete preservation plans, specifications, and contract documents for County Projects 5-56, 46-61 and 50-31 consistent with State Aid design standards and the Dakota County Transportation Plan. The City shall be responsible for inventorying and identifying necessary storm sewer, sanitary sewer, and watermain system repairs, and preparing plans and specifications to be incorporated into the County's plans and specifications. The utility repair plans shall be in accordance with City standards unless the City and County mutually agree on the alternative specifications. The County Board will award the contract for construction to the lowest responsible bidder in accordance with state law.

5. Payment. The County will administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as the Project work progresses and when certified by the County Engineer. The County will invoice the City for the City share of Project costs. Upon presentation of an itemized claim by one party to the other, the receiving party shall reimburse the invoicing party for its share of the costs incurred under this agreement within 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving party, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of the actual costs incurred in carrying out the work.

6. Amendments. Any amendments to this Agreement will be effective only after approval by both parties' governing bodies and execution of a written amendment document by the duly authorized officials of each party.

7. Effective Dates. This Agreement will be effective upon execution by the duly authorized officials of each parties' governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. In no event will this Agreement continue in effect after December 31, 2025, unless the parties mutually agree to an extension of the Project term.

8. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost participation must be approved by the duly authorized officials of each party prior to execution of work. Both parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

9. Final Completion. Final completion of the Project must be approved by both the County and the City. The contractor shall provide a maintenance bond for the City Work. The warranty period for materials and workmanship shall be two years from the date of final acceptance by the City, as approved by the City Engineer. The County shall include this requirement in the contract documents.

10. Pavement Maintenance. Upon acceptance of the Project by the County and City, the County shall be responsible for all pavement maintenance within the County right-of-way.

11. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period, if excavation within the County right-of-way is necessary to repair or install City utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to its original condition at the time of disturbance. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 35 days following receipt of a written claim by the County.

12. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures, and State statutes as applicable to carrying out the work contemplated in this Agreement unless amended by the contract documents.

13. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The County shall include the City as additional insured in the contract documents.

14. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of the County's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

15. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

16. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County Transportation Plan after completion of the construction provided for in this Agreement.

17. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

Erin Laberee (or successor)
Dakota County Engineer
14955 Galaxie Avenue
Apple Valley, MN 55124
(952) 891-7100
erin.laberee@co.dakota.mn.us

Zach Johnson (or successor)
City of Lakeville Engineer
20195 Holyoke Avenue
Lakeville, MN 55044
(952) 985-4500
zjohnson@lakevillemn.gov

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CITY OF LAKEVILLE

RECOMMENDED FOR APPROVAL:

City Engineer

By _____
Mayor

Date _____

(SEAL)

By _____
City Clerk

Date _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

County Engineer

By _____
Physical Development Director

Date _____

APPROVED AS TO FORM:

COUNTY BOARD RESOLUTION

Assistant County Attorney Date
KS _____

No. 23-075 Date: February 28, 2023



Date: 7/7/2025

OLAM Lakeville Industrial Property Alternative Urban Areawide Review (AUAR)

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution adopting the Final Alternative Urban Areawide Review (AUAR) for the OLAM Lakeville Industrial property.

Overview

OLAM Holdings 1, LLC is proposing to develop 152 acres of vacant land on four parcels located south of 215th Street W; west of Jacquard Avenue and east of Kaparia Avenue. OLAM Holdings 1, LLC intends to develop the site with industrial park development that will consist of warehouse, distribution, and manufacturing type businesses. Because of the overall size of the proposed development, the State of Minnesota requires an environmental review of the proposed development scenarios and the associated infrastructure. The AUAR process is in lieu of the preparation of an Environmental Impact Statement (EIS). Two development scenarios were evaluated. Scenario one includes multiple buildings for a total of 1,360,000 sq. ft. of proposed light industrial development. Scenario two includes multiple buildings for a total of 1,075,000 sq. ft. of industrial and 285,000 sq. ft. of office park development.

OLAM Holdings 1, LLC retained Kimley-Horn to prepare the AUAR. Because of the size and nature of the proposed development on the OLAM Holdings property, a Draft AUAR was published on April 22, 2025, in the MN Environmental Quality Board's (EQB) EQB Monitor for public review and comment as part of the AUAR process. Comments were received from Dakota County, MN Department of Natural Resources, Metropolitan Council, MN Pollution Control Agency, MN Dept of Health, City of Elko New Market, and Vermillion River Watershed. Those comments were considered and incorporated into the Final AUAR draft. The Final AUAR draft was published in the EQB Monitor for public review and comment on June 24, 2025, and no objections were received. A copy of the final document is available upon request.

Supporting Information

1. Final AUAR Resolution_OLAM
2. Study Area
3. scenario 1
4. scenario 2

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Tina Goodroad, Community Development Director

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

**A RESOLUTION AUTHORIZING THE ADOPTION OF THE OLAM LAKEVILLE
INDUSTRIAL FINAL ALTERNATIVE URBAN AREAWIDE REVIEW (AUAR) 2025**

WHEREAS, an AUAR has been completed for the project pursuant to Minnesota Rules 4410, which identifies and assesses the environmental impacts and mitigation measures associated with the Olam Lakeville Industrial Development Study Area; and

WHEREAS, the Olam Lakeville Industrial property is located on 152 acres on 4 parcels south of 215th W St (CSAH 70); and

WHEREAS, the AUAR was completed pursuant to Minnesota Rule 4410,3610; and

WHEREAS, the AUAR was distributed for the required 30-day comment period, revised based on comments, and redistributed for the required 10-day objection period; and

WHEREAS, comments received on the AUAR have generated information adequate to determine mitigation measures associated with the potential development in the area; and

WHEREAS, the comments received and the City's responses to these comments are included in the public record for the AUAR; and

WHEREAS, development of the Olam Lakeville Industrial Study Area is expected to comply with all Lakeville and review agency standards as well as the mitigation measures outlined in the AUAR;

NOW THEREFORE BE IT RESOLVED, by the City Council of Lakeville, MN that the City of Lakeville adopts the Olam Lakeville Industrial Development AUAR dated June 2025.

ADOPTED by the Lakeville City Council this 7th day of July 2025

CITY OF LAKEVILLE

Luke Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

Figure 2: AUAR Study Area

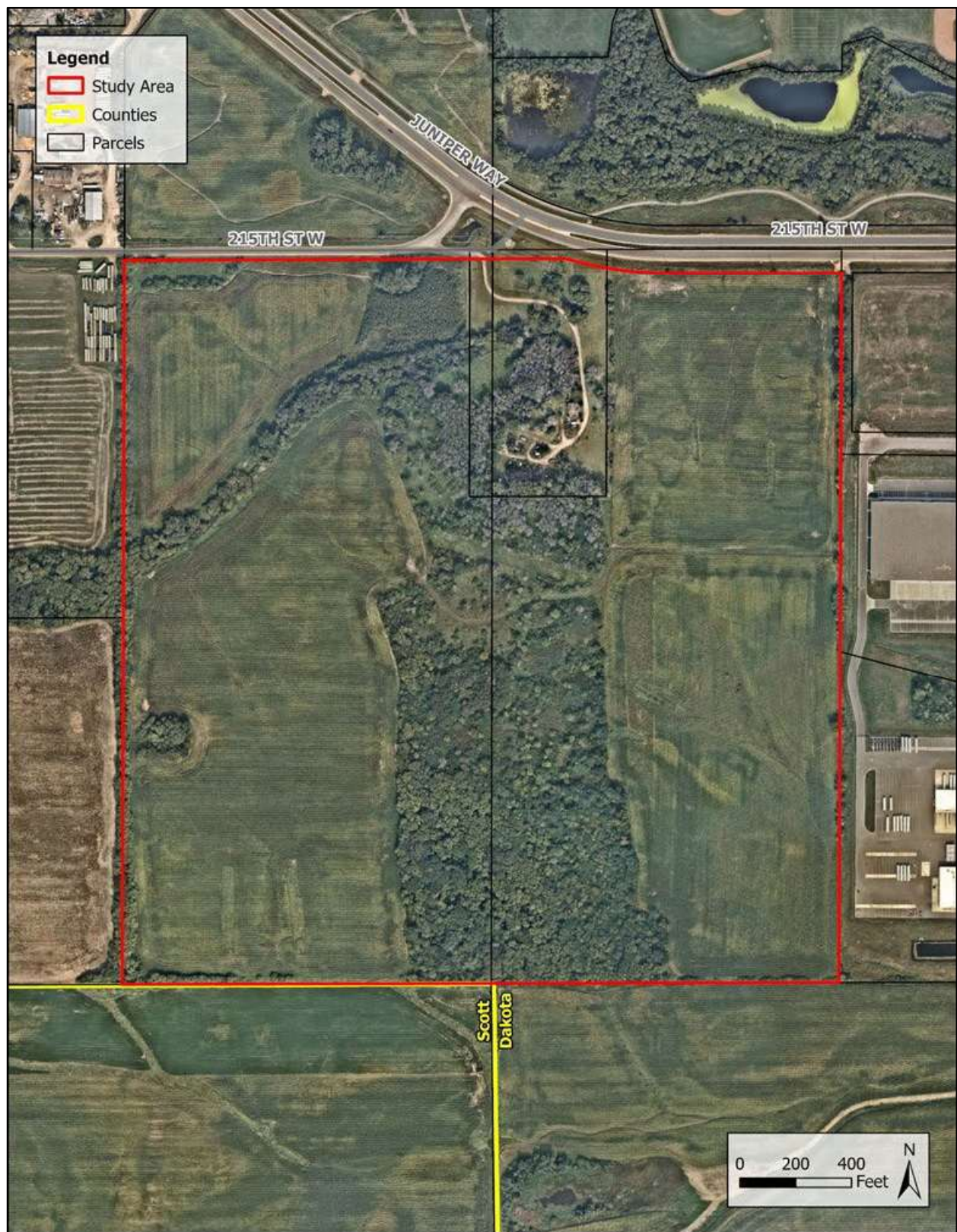




Figure 3: Development Scenario 1

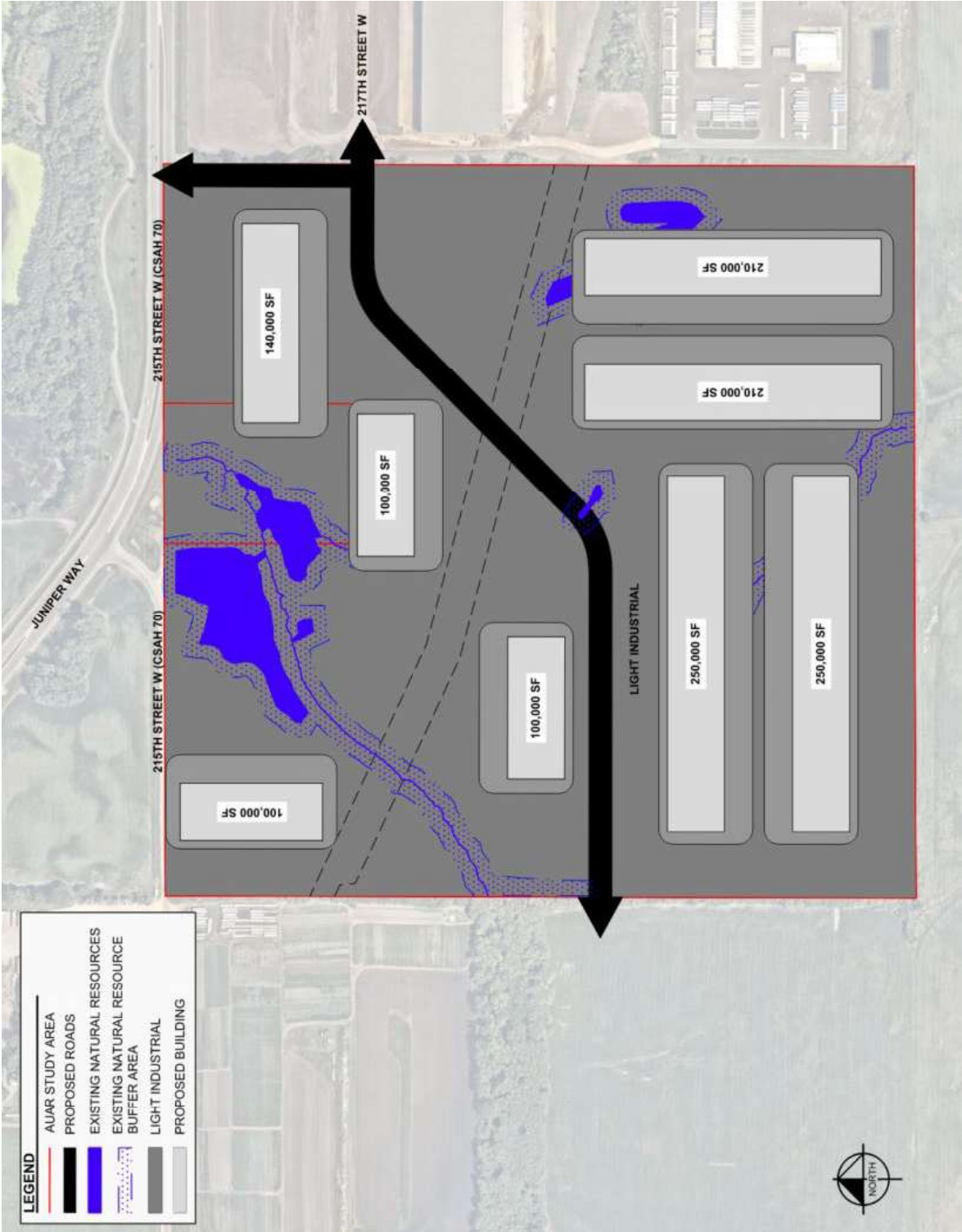
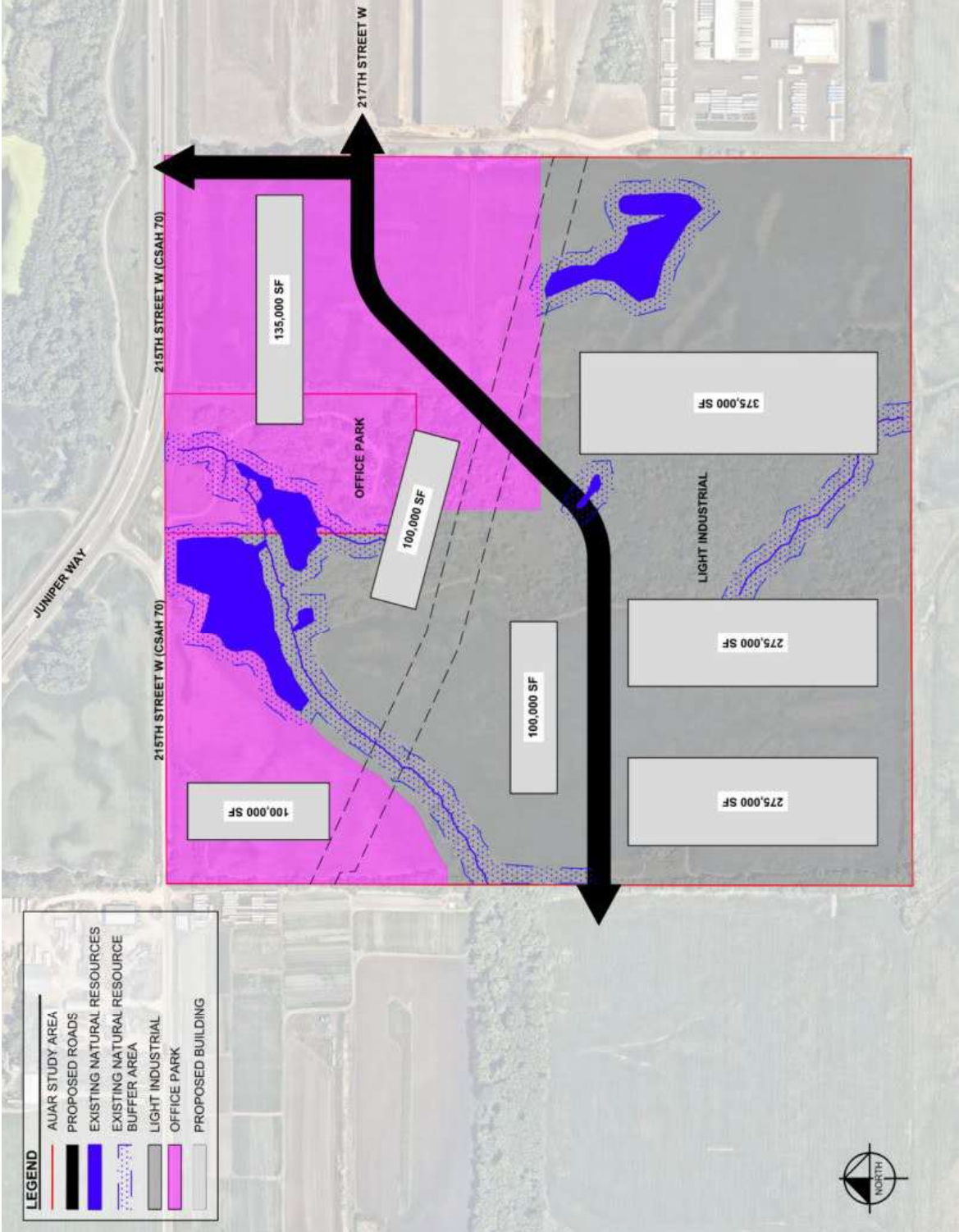




Figure 4: Development Scenario 2





Date: 7/7/2025

Agreement with HKGi for Services Pertaining to the Development of the 2026-2036 Parks System Master Plan

Proposed Action

Staff recommends adoption of the following motion: Move to approve agreement with HKGi for Services Pertaining to the Development of the 2026-2036 Parks System Master Plan.

Overview

Over the last ten years, staff has utilized the 2015 Parks, Trails and Open Space Plan to guide park & trail development, expansion, improvements and future need for park spaces throughout the community. As many of the initiatives outlined in the plan have come to fruition and new recreational needs are identified with community growth, the need for an updated plan has been identified.

In April of this year, staff developed and published an RFP for the 2026-2036 Parks System Master Plan. The scope of work in the RFP included a number of elements:

- An inventory of existing parks/facilities with recommendations for future needs
- A review of existing trails and greenways
- A strategy for future parks, trails and open spaces
- Public engagement
- Creation of an implementation plan

Staff received five proposals, proposals were reviewed by staff and select members of the Parks, Recreation and Natural Resources Committee. Each consultant proposal was rated on various factors including:

- Project Management
- Public/Community Engagement
- Needs Assessment
- Community Profile
- System Analysis
- Strategic Vision
- Implementation Plan Development

Consultant interviews were completed in early June with staff from Parks and Community Development. HKGi was selected as the consultant to complete the 2026-2036 Parks System

Master Plan. The total cost of their services in developing this plan is \$156,800.00 with the project being completed by fall of 2026. Though this was not budgeted in the 2025 budget, staff worked with the Finance Department to identify available funding in the Park Dedication Fund for the 2025 portion of the project. Funding for the 2026 portion of the project will be included in budget planning for the upcoming year.

The project will kick off in 2025 with public engagement initiatives, a review of existing parks system conditions and a needs assessment. This long-term strategic plan will be instrumental in the coming years to meet the needs of the community's recreational needs.

Supporting Information

1. Agreement with HKGi
2. Attachment A - Work Plan

Financial Impact: \$156,800.00 Budgeted: No Source: Park Dedication Fund Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Joe Masiarchin, Parks and Recreation Director

June 24, 2025

Joseph Masiarchin, Parks & Recreation Director
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Subject: An Agreement between the City of Lakeville and HKGi for services pertaining to the Parks System Master Plan

Dear Mr. Masiarchin:

This letter outlines a Scope of Services, Fee Schedule and other elements which together constitute an agreement between the **CITY OF LAKEVILLE** hereinafter referred to as the CLIENT, and **HKGi**, hereinafter referred to as the CONSULTANT for **PARK SYSTEM MASTER PLAN**, hereinafter referred to as the PROJECT.

The CLIENT and CONSULTANT agree as set forth below:

A. BASIC SERVICES

The CONSULTANT'S basic services for the PROJECT are as provided in Attachment A Work Plan.

B. ADDITIONAL SERVICES

The CONSULTANT and the CLIENT may agree in writing to amend this Contract for additional services related to the PROJECT and compensation for such services. The following services have not been requested by the CLIENT but are available upon written authorization.

1. Meetings in addition to those specified in Paragraph A above.
2. Services or Deliverables not specifically identified in Paragraph A above.

C. FEES FOR PROFESSIONAL SERVICES

The CONSULTANT agrees to complete the scope of work contained in Paragraph A in exchange for professional fee compensation as noted below. The CLIENT agrees to pay the CONSULTANT for PROJECT services rendered as follows:

1. For the CONSULTANT'S Basic Services described in Paragraph A above, a fee based on the CONSULTANT'S current hourly rate schedule (see Attachment B) not-to-exceed **\$156,800** inclusive of expenses as noted in Paragraph A.

2. For the CONSULTANT'S Additional Services described in Paragraph B, a fee based on the CONSULTANT'S current hourly rate schedule plus incidental expenses or a negotiated fee.
3. Invoices will be submitted electronically (PDF form) to the CLIENT via email on a monthly basis as work is completed and shall be payable within 30 days in accordance with this Agreement.
4. The CONSULTANT reserves the right to suspend services if the CLIENT is delinquent in making payments in accordance with this Agreement.

D. CLIENT'S RESPONSIBILITY

The CLIENT shall be responsible for the following:

1. Assembly of background information including, but not limited to digital copies of all files, pertinent plans, aerial photographs, base maps, inventory data, available GIS mapping, limited to those that are reasonably available.
2. Arrangements and notification for public meetings and stakeholder meetings.
3. Reproduction and distribution of Project reports as deemed necessary and not otherwise specified in Paragraph A.
4. Participation in team workshops as needed.
5. Presentation of draft materials to stakeholder groups as required.
6. Provide traffic and municipal engineering support to the project as needed.

E. INSURANCE

CONSULTANT shall maintain insurance of the kind and in the amounts shown below for the life of the contract. Certificates for General Liability Insurance should state that the CLIENT, its officials, employees, agents and representatives are Additional Insureds. The CLIENT reserves the right to review CONSULTANT's insurance policies at any time to verify that contractual requirements have been met.

1. Commercial General Liability Insurance
 - \$2,000,000 per occurrence
 - \$3,000,000 general aggregate
 - \$300,000 damage to rented premises
 - \$15,000 medical expenses
2. Umbrella Liability
 - \$1,000,000 per occurrence
 - \$1,000,000 general aggregate

\$10,000 self-insured retention

3. Worker's Compensation and Employer's Liability

- a. Worker's Compensation per Minnesota Statutes
- b. Employer's Liability
 - \$500,000 per accident;
 - \$500,000 per employee;
 - \$500,000 per disease policy limit.

4. Professional Liability Insurance

\$2,000,000 per claim
\$4,000,000 annual aggregate

F. COMPLETION SCHEDULE

The services of the CONSULTANT will begin upon CLIENT approval and will, absent of causes beyond the control of the CONSULTANT, be completed within SIXTEEN MONTHS of the date that the CLIENT executes this agreement.

G. NONDISCRIMINATION

The CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

H. EQUAL OPPORTUNITY

During the performance of this Contract, the CONSULTANT, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONSULTANT shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and

will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

I. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold the CLIENT harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages or expenses are caused by the CONSULTANT'S negligent acts, errors, or omissions.

J. TERM, TERMINATION, SUCCESSORS AND/OR ASSIGNS

1. The Term of this Agreement shall be concurrent with the work authorized and shall be in accordance with the schedule to be established between the CLIENT and the CONSULTANT.
2. Either party may terminate this Agreement by written notice to the other party at its address by certified mail at least ten (10) days prior to the date of termination.
3. Neither the CLIENT nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.
4. The time schedule shall not apply and/or time extensions will be allowed for any circumstances beyond the control of the CONSULTANT.
5. This Agreement shall be governed by all applicable laws.
6. Upon termination, Consultant shall be entitled to fees earned through the effective date of termination.

K. DISPUTES

In the event the CLIENT and CONSULTANT are unable to reach agreement under the terms of this contract, disputes shall be resolved using alternative dispute resolution (ADR).

L. REVOCATION

If this agreement is not signed and accepted by both parties within 90 days of the contract date, it shall become null and void.

M. AUTHORIZATION

IN WITNESS WHEREOF, The CLIENT and the CONSULTANT have made and executed this Agreement for Professional Services,

This _____ day of _____, 2025

CLIENT
CITY OF LAKEVILLE

Luke Hellier

Mayor, City of Lakeville
Title

Ann Orlofsky

City Clerk, City of Lakeville
Title

CONSULTANT
HKGi



Name: Bryan Harjes

President
Title:

Attachment A – Work Plan

We have adjusted the tasks from the RFP to align with the sequencing of the project, but all bullet points from the RFP have been addressed in below.

Task 1: Project Management

The project management task will extend throughout the course of the entire project.

We will have a kickoff meeting with the Project Management Team (PMT) to cover schedule, data needs, project plan and purpose, contact information, and public engagement approach. Based on this meeting, HKGi will begin compiling and reviewing background materials, budgets, GIS mapping, and other necessary data.

We will also maintain a standing meeting on an approximately bi-weekly timeframe between City and HKGi project managers. A project schedule will be used and updated at each of these meetings to ensure timely progress through each task. We will also use this schedule to keep a running “to-do” list of items for both HKGi and the City.

In order to keep the PMT, City officials, and other interested parties up to date, we will provide a written update monthly to staff and for posting on the project website. It will cover what has been accomplished and what is coming up in the process, particularly with regards to public engagement and other events.

MEETINGS:

- » PMT Kickoff
- » Ongoing Staff Check-In meetings

DELIVERABLES:

- » Project Schedule (to be updated as the project progresses)
- » Finalized Stakeholder Engagement Plan
- » Project Website
- » Monthly Updates

Task 2: Public Engagement

HKGi will also work with staff to finalize the approach to public engagement. This includes tools used for engagement, identification of stakeholders, contact information, schedules of events and other outreach efforts.

Each step of public engagement is done as part of a larger task, with a general breakdown as follows:

TASK 1 ENGAGEMENT ACTIVITIES:

Project Management

- » **Finalize Stakeholder Engagement Plan**
- » **Project Website**

TASK 3 ENGAGEMENT ACTIVITIES:

Existing Conditions

- » **Preliminary Online Survey**
We expect to develop an online survey at the beginning of the project that helps us “take the pulse” of the community with regards to parks and recreation.
- » **Statistically Valid Survey (Additional Services)**
HKGi will work with the City and a specialized research firm to prepare a statistically valid survey that reflects the make-up of Lakeville and is representative of the larger population. Findings will be presented in a clear and understandable manner to help decision makers representing the City.

TASK 4 ENGAGEMENT ACTIVITIES:

Needs Assessment

- » **Stakeholder Meetings (up to 4)**
We will meet with key stakeholders to understand their issues and opportunities in the park system today. Examples of stakeholders could include Dakota County, the School District, youth athletics, seniors, etc.
- » **Social Pinpoint Mapping #1 – Park Needs**
We will utilize an online mapping tool that allows people to provide site specific feedback and ideas.
- » **Open House #1 – Park Needs and Vision Kickoff**
HKGi will host an open house at the City to solicit more feedback about needs and use this time as an opportunity to kickoff the visioning portion of the system plan.



» **Pop Up #1 – Park Needs and Vision Kickoff (Additional Services)**

In addition to the open house, we will engage the community at an existing event to get more feedback about needs.

TASK 5 ENGAGEMENT ACTIVITIES:
Strategic Vision and Recommendations

» **Stakeholder Meetings (up to 4)**

We will reconvene with key stakeholders to review the vision and recommendations.

» **Social Pinpoint or Survey #2 – Vision Evaluation**

HKGi will utilize an online platform such as social pinpoint or surveymonkey to evaluate different vision ideas for the system.

» **Open House #2 – Vision Evaluation and Implementation Kickoff**

Using an open house format, we will gather public input about the Vision and to start the conversation about implementation in the plan.

» **Pop Up #2 – Vision and Implementation (Additional Services)**

In addition to the open house, we will engage the community at an existing event to get more feedback about the desired direction for the park system.

TASK 7 ENGAGEMENT ACTIVITIES:
Draft and Final Report and Approvals

» **Posting of Plan for comment**

We will post the draft plan online and provide hard copies for review at appropriate locations, such as City Hall or the Library.

Task 3: Existing Conditions

We will look at the current and projected demographic profile of Lakeville, especially as it is distributed around the community. We will use the Met Council’s demographics as a starting point, but dive deeper into service areas, considering variables such as tenure, income, language, family size, race, and population density.

We will look at the system today, including connectivity, trails, open space, and accessibility and provide findings that will inform the needs assessment in the next task.

Lakeville’s park system also exists as part of a larger recreation system. Dakota County, the school district, neighboring communities, and private entities all provide recreation offerings in or near Lakeville. Residents benefit from these facilities, and the City should take them into account so as not to duplicate services or to consider opportunities for collaboration.

Existing conditions in the park system are the starting point for evaluating any future reinvestment. We will start our evaluations with a site tour from staff to see the highlights, issues, and opportunities in the system today. We will follow that up with individual inventory trips. Facilities in good condition will be a focus of ongoing maintenance while those features that are reaching the end of their lifespan should be evaluated for upcoming replacement and/or the opportunity to do something different in that location. The project team will build on the City’s Cartegraph mapping to inventory the “capital level” assets in the parks. This includes elements that would be considered in a CIP, such as playgrounds, ballfields, courts, parking lots, shelters, trails, and park buildings.

As a base, we will develop an online survey that asks about how people use the parks today and what they feel is missing. As an additional service option, we can provide a statistically valid phone survey that matches

the demographic makeup of the City. This may also be used to discuss support for “big idea” concepts to introduce new recreational offerings in the City.

DELIVERABLES:

- » Existing Conditions Chapter
- » Survey Results

Task 4: Needs Assessment

We will analyze and review park properties throughout the system, and work with staff to identify missing pieces and opportunities within the park system. Mapping will help determine where geographic gaps exist. Using National Recreation and Park Association (NRPA) metrics, we will evaluate the system for surpluses and deficits of certain features. When developing a needs assessment, HKGi considers the existing and future demographics of a community. Age, household structures, income, and immigration can all provide unique insights into what a community needs for recreation.

HKGi will also work with the City’s Cartegraph mapping and the asset inventory to review necessary replacements.

We will examine the current funding structure, including the fee structures related to park dedication, as well as other funding mechanisms. These will be cross referenced with current replacement needs and anticipated growth to identify surpluses or shortfalls relative to the current 10 year CIP and other anticipated needs.

HKGi will facilitate up to 4 stakeholder meetings in order to get a better handle on specific issues in the park system. These groups will be identified with City direction. Examples of stakeholders could include youth athletics, senior citizens, or other recreation providers (Dakota County, neighboring communities, Schools). These meetings allow us to have more focused discussions on specific topics. Additionally, HKGi will host a more general open house to present findings, and further listen to community needs and desires. Lastly, we will utilize a mapping feedback tool like Social Pinpoint to gather site specific feedback.

We will consider unique and emerging trends and see whether specific needs are being met in the community. Each of these variables helps tell part of the story about the park system, but none will tell the whole story.

It is important that our findings do not just reflect back stats, but that there are key takeaways related to each variable.

At the conclusion of task 4, we will participate in a “State of the Parks” meeting with elected officials to discuss what we’ve found to date. This is typically a joint meeting of the PRNRC and City Council.

MEETINGS:

- » Stakeholder Meetings (up to 4)
- » Open House #1
- » State of the Parks joint work session

DELIVERABLES:

- » Needs Assessment Chapter
- » Social Pinpoint Mapping Findings

Task 5: Strategic Vision and Recommendations

Using what we’ve learned through the Existing Conditions and Needs Analysis, we will prepare a vision statement that describes where the Park System should be headed in the next 10 years and long term. This will be paired with guiding principles that are focused at a system level. Each guiding principle will include clear, measurable goals.

We recognize that the vision will set the course for Lakeville as it continues to build out. The decisions made now will shape the type of system the City has for long into the future.

The vision will address different issues related to park and recreation buildout. Items will be determined during the process, but likely topics include:

- » Park Service Area Model
- » Acquisition and Dedication Approach
- » Neighborhood Park Strategies (Locations and Amenities)

- » Community Scale Park Strategies
- » Connectivity Approach
- » Evaluation of “Big Ideas”

We will utilize both online (survey/social pinpoint) and in-person (open house) options to evaluate these approaches and vision for the park system.

MEETINGS:

- » Stakeholder Meetings (up to 4)
- » Open House #2

DELIVERABLES:

- » Vision and Recommendations Chapter
- » Survey or Social Pinpoint #2 Findings

Task 6: Implementation

For upcoming projects, we will incorporate them into a prioritization framework developed in coordination with the City. Variables for prioritization will be identified in task 5, and task 6 will refine the scoring methodology. We will also compare the costs of implementing recommendations with historic financial outlays to give the City of what these changes may cost, relative to past budgets.

Based on need, available budget, and feature lifespan, recommendations will be sorted into an implementation schedule and short term projects will be incorporated into the City’s CIP planning process. HKGi will also work with the City to refine phasing strategies based on need and available funding.

Inevitably in the future, the City will receive requests for projects that are not in the park system plan. The implementation chapter will include a worksheet to evaluate new proposals and score them relative the City’s other projects.

Finally, HKGi will also prepare an overview of funding strategies and match those to priority recommendations in the document and asset management tool. Because certain sources of money come with restrictions on how it can be spent, it is imperative that the City understand what sources pair with specific kinds of projects.

We will participate in a PRNRC Meeting to review the vision and implementation and to give commissioners a look at the report direction prior to it going out for public review.

MEETINGS:

- » PRNRC Meeting

DELIVERABLES:

- » Updated CIP recommendations
- » Asset management tool
- » Prioritization/Decision making framework
- » New Project Worksheet
- » Implementation Chapter

Task 7: Draft and Final Report Reviews and Approvals

The findings and reporting from each of the tasks will be the basis for different chapters in the plan. Task 7 includes development and layout of plan content. The plan document will be thoughtfully organized, graphically compelling, and easy to read and use.

A draft of the plan will be posted for public comment. Task 7 also includes bringing the plan to PRNRC for recommendation, and City Council for approval.

The final plan will be provided digitally and printed. We will also provide a public engagement summary, all GIS and other background data, and the final asset management tool files and directions for use. The asset management tool is intended to be an ongoing tool for the City to manage future CIP planning and to manage assets as needs arise.

MEETINGS:

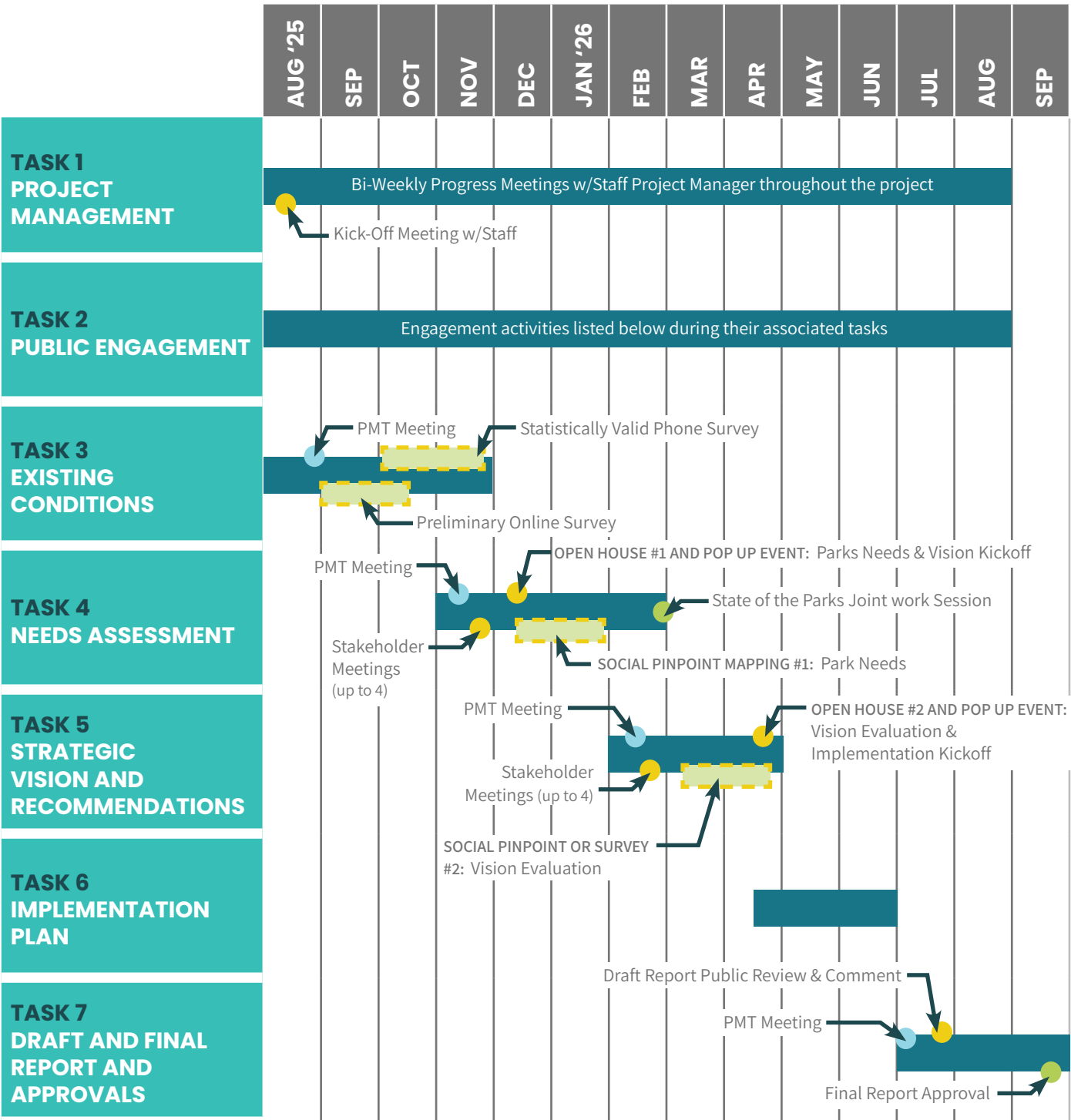
- » PRNRC Meeting
- » City Council Meeting

DELIVERABLES:

- » Draft Report
- » Public Comment Summary
- » Final Report
- » All associated files

PROJECT TIMELINE

The table below outlines our anticipated timeline for conducting the work plan presented earlier in this proposal. One of our first tasks will be to confirm this schedule or modify it to best fit the City’s needs and the needs of the project. We will also work with City staff to add detailed dates, as appropriate, for the milestones illustrated below.



A photograph of three young boys playing on a wooden play structure in a park. The structure consists of two vertical wooden posts and a horizontal rope bridge. One boy is standing on the rope bridge, another is climbing it, and a third is running towards the structure. The background is a lush green forest. The text 'FEE PROPOSAL' is overlaid in large white letters.

FEE PROPOSAL

COST PROPOSAL

FEE PER TASK PROPOSAL

The table below contains our proposed fee per task to conduct the work plan contained in this proposal. Cost estimates for the desired optional tasks are included at the end of the work plan. Anticipated costs for 2025 and 2026 are separated.

	FEE		2025	2026
TASK 1 PROJECT MANAGEMENT	\$11,500		\$4,600	\$6,900
TASK 2 PUBLIC ENGAGEMENT	\$17,700		\$6,800	\$10,900
TASK 3 EXISTING CONDITIONS	\$13,700		\$13,700	
TASK 4 NEEDS ASSESSMENT	\$20,200		\$10,100	\$10,100
TASK 5 STRATEGIC VISION AND RECOMMENDATIONS	\$24,800			\$24,800
TASK 6 IMPLEMENTATION PLAN	\$11,400			\$11,400
TASK 7 DRAFT AND FINAL REPORT AND APPROVALS	\$21,500			\$21,500
SUBTOTAL	\$120,800		\$35,200	\$85,600
EXPENSES (PRINTING, MILEAGE, PROJECT MATERIALS)	\$1,000		\$300	\$700
REQUESTED ADDITIONAL SERVICES				
STATISTICALLY VALID SURVEY	\$25,000		\$25,000	
ADDITIONAL OPEN HOUSE/POP-UP STYLE MEETINGS (EA)	2 X \$5,000		\$5,000	\$5,000
NOT-TO-EXCEED TOTAL FEE & EXPENSES	\$156,800		\$65,500	\$91,300



Date: 7/7/2025

Divine Encounter Church Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve the conditional use permit and adopt the findings of fact for Divine Encounter Church.

Overview

Divine Encounter Church has submitted a conditional use permit application and plans for a religious institution to be located at 17685 Juniper Path. The Church is proposed to occupy 2,385 square feet of an existing 36,623-square-foot, multi-tenant building. The subject property is zoned C-3, General Commercial District, which allows religious institutions by a conditional use permit. Church representatives anticipate approximately 50 attendees for weekly Sunday worship services. Seventeen parking spaces are required for the church use and 154 spaces are available on site. There are no proposed changes to the exterior of the building.

The Planning Commission held a public hearing on June 26, 2025 to consider the conditional use permit request and there were no public comments at the public hearing. The Planning Commission unanimously recommended approval, subject to five stipulations.

Supporting Information

1. Conditional Use Permit
2. Findings of Fact
3. June 26, 2025 Draft PC Recommendation
4. Planning Report - June 26, 2025

Financial Impact: N/A Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Heather Botten, Senior Planner
--

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

CONDITIONAL USE PERMIT NO. 25-_____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit for Divine Encounter Church to allow a religious institution in the C-3, General Commercial District located at 17685 Juniper Path.
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 2, Block 3, Argonne Park, according to the recorded plat thereof, Dakota County,
Minnesota.
3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. The floor plan shall be consistent with the plan and narrative described in the application and approved by the City Council to ensure compliance with Zoning Ordinance requirements.
 - b. A building permit shall be issued prior to commencing interior alterations on the building interior that require a permit.
 - c. Signs shall require a sign permit and must meet Zoning Ordinance requirements.
 - d. Parking shall be restricted to the on-site parking lot and shall not occur on any public street.
 - e. Any cumulative increase of more than 20% in the lease space of 2,385 square feet requires an amendment to the conditional use permit.
4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.
5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

DATED: July 7, 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 7th day of **July 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**

DIVINE ENCOUNTER CHURCH CONDITIONAL USE PERMIT

FINDINGS OF FACT AND DECISION

On June 26, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Divine Encounter Church for a conditional use permit to allow a religious institution use in the C-3, General Commercial District located at 17685 Juniper Path. The Planning Commission held a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Planning District No. 1 of the 2040 Comprehensive Plan, which guides the property for commercial uses.
2. The property is currently zoned C-3, General Commercial District.
3. The legal description of the property is: Lot 2, Block 3, Argonne Park according to the recorded plat thereof, Dakota County, Minnesota.
4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

- a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed religious institution is a use consistent with the policies and provisions of Planning District 1 of the 2040 Comprehensive Land Use Plan.

- b. **The proposed use is or will be compatible with present and future land uses of the area.**

Finding: The proposed religious institution use is compatible with the existing land uses in the area provided compliance with the stipulations of the conditional use permit.

- c. **The proposed use conforms with all performance standards contained in the Zoning Ordinance.**

Finding: The proposed religious institution use will conform with all performance standards set forth in the Zoning Ordinance given compliance with the approved conditional use permit.

- d. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.**

Finding: The proposed use will not overburden the City's sanitary sewer and water systems and can be served with existing public services.

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

Finding: Traffic generation will not significantly increase due to the proposed religious institution and can be accommodated by the adjacent public streets.

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

DECISION

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

DATED: July 7, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier,

Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
June 26, 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.

New Planning Commission members, Dylan Duckworth and Erin Duckworth, were sworn in by Community Development Recorder Dawn Erickson.

Members Present: Chair Christine Zimmer, Vice Chair Scott Einck, Pat Kaluza, John Swaney, Jason Swenson, Amanda Tinsley, Mark Traffas

Members Absent: Ex-Officio Jeff Hansen

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

4. Approval of the Meeting Minutes

The May 22, 2025 Planning Commission meeting minutes were approved as presented.

5. Announcements

Planning Manager Kris Jenson stated there is an additional Findings of Fact for Heritage Commons 10th Addition PUD Amendment; and if the agenda items are not tabled they will move forward to the July 7 City Council meeting.

6. Divine Encounter Church

Chair Zimmer opened the public hearing to consider the application of Divine Encounter Church for a conditional use permit for a religious institution to be located at 17685 Juniper Path.

Pastor Zipporah Bogonko introduced the project. Senior Planner Heather Botten presented the staff report. The subject property consists of a 36,623 square foot office building; the proposed church would utilize about 2,385 square feet of the building. The property is 3.19 acres in area and consists of a 154-space parking lot to accommodate the lease spaces in the building. The subject property is zoned C-3, General Commercial District. The Zoning Ordinance allows religious institutions by conditional use permit subject to certain criteria.

The applicant submitted a narrative of the proposed church and its related activities. Staff has reviewed the narrative and has determined that the activities indicated are compatible with the proposed site.

The narrative indicates that the church anticipates approximately 50 attendees for weekly Sunday worship services. Other planned activities include weekly meetings as well as special services, workshops, and events help throughout the year. Existing parking on site is adequate to accommodate the church's parking demand.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Einck, seconded by Kaluza to close the public hearing at 6:07 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas asked what the signage would look like. Ms. Botten stated that signage is not included with this request. Pastor Bogonko stated they will do whatever the owner of the building would like them to do.

Motion was made by Einck, seconded by Tinsley to recommend to City Council approval of the conditional use permit for a religious institution to be located at 17685 Juniper Path, subject to the following stipulations, and approval of the Findings of Fact dated June 26, 2025:

1. The floor plan shall be consistent with the plan and narrative described in the application and approved by the City Council to ensure compliance with Zoning Ordinance requirements.
2. A building permit shall be issued prior to commencing interior alterations on the building interior that require a permit.
3. Signs shall require a sign permit and must meet Zoning Ordinance requirements.
4. Parking shall be restricted to the on-site parking lot and shall not occur on any public street.
5. Any cumulative increase of more than 20% in the lease space of 2,385 square feet requires an amendment to the conditional use permit.

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

Nays: 0



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Date: June 16, 2025
Subject: Packet Material for the June 26, 2025 Planning Commission Meeting
Agenda Item: Divine Encounter Church - Conditional Use Permit
Action Deadline: August 7, 2025

INTRODUCTION

Representatives of Divine Encounter Church have submitted a conditional use permit application and plans for a religious institution to be located at 17685 Juniper Path. The Church is proposed to occupy 2,385 square feet of an existing 36,623 square foot, multi-tenant building. The subject property is zoned C-3, General Commercial District. Section 11-73-7.N of the Zoning Ordinance allows religious institutions by conditional use permit subject to certain criteria to be addressed further in this planning report.

EXHIBITS

The following exhibits are attached for your reference:

- A. Aerial Location Map
- B. Zoning Map
- C. Applicant's Summary Narrative
- D. Floor Plan

Surrounding Land Uses, Zoning, and Comprehensive Plan Designation

Direction	Existing Use	Land Use Plan	Zoning
North	Multi-Tenant Commercial	Commercial	C-3, General Commercial
South	Southfork Apartments	High Density Residential	RH-1 Multiple Family Residential
East	Juniper Commons	Commercial	PUD
	Fairway Dairy	Commercial	C-3, General Commercial
West	Undeveloped Property	Medium-High Density Residential	RM-3, Medium Density Residential

PLANNING ANALYSIS

The subject property consists of a 36,623 square foot office building; the proposed church would utilize about 2,385 square feet of the building. The property is 3.19 acres in area and consists of a 154-space parking lot to accommodate the lease spaces in the building. The proposed religious institution has been reviewed for compliance with Zoning Ordinance performance standards for a conditional use permit.

Applicant Narrative. The applicant submitted a narrative (Exhibit C) of the proposed church and its related activities. Staff has reviewed the narrative and has determined that the activities indicated are compatible with the proposed site.

Parking. The existing office site includes a 154-space parking lot. The church anticipates approximately 50 attendees for weekly Sunday worship services. Other planned activities include weekly meetings as well as special services, workshops, and events help throughout the year. Existing parking on site is adequate to accommodate the church's parking demand.

Signs. A wall sign for the church would not be permitted as the lease space is not at more than 20% of the net lease space of the building. The site does have a freestanding sign.

Section 11-4-7 of the Zoning Ordinance includes general performance standards for the evaluation of conditional use permit requests. Staff's review of the applicable criteria as they pertain to the conditional use permit request of Divine Encounter Church is as follows:

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated and adequate right of way shall be provided.

The subject site accesses Juniper Path, which connects to Kenwood Trail (CSAH 50) and has sufficient capacity to serve the proposed use.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with chapter 19 of this title.

No changes are proposed to the existing parking lot.

- C. If applicable, pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.**

Not applicable

- D. Adequate off street parking and off street loading shall be provided in compliance with chapters 19 and 20 of this title.**

The church anticipates an average attendance of 50 people. The Zoning Ordinance requires that churches provide parking at a ratio of one parking space for each three seats of the capacity of the main assembly hall. The Zoning Ordinance requires 17 parking spaces. Vehicle parking for the church use shall not occur on any public street.

- E. Loading areas and drive-up facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any "adjacent" residential use or district, and provided in compliance with chapter 20 of this title.**

A loading area is not applicable for the proposed church.

- F. Whenever a nonresidential use "is adjacent to" a residential use or district, a buffer area with screening and landscaping shall be provided in compliance with chapter 21 of this title.**

The Church is located within an existing structure; no additional landscaping is required.

- G. General site screening and landscaping shall be provided in compliance with chapter 21 of this title.**

The building and parking lot are existing; no additional landscaping is required.

- H. All exterior lighting shall be so directed so as not to cast glare toward or onto the public right of way or neighboring residential uses or districts, and shall be in compliance with section 11-16-17 of this title.**

There are no changes proposed to lighting on the parcel. Lighting is allowed by the Zoning Ordinance but it must be down-cast type lighting and shall not glare onto adjacent properties. Lighting is not allowed to exceed one foot candle of intensity at any property line.

- I. Potential exterior noise generated by the use shall be identified and mitigation measures as may be necessary shall be imposed to ensure compliance with section 11-16-25 of this title.**

The applicants have not indicated that any outdoor services or other formal gatherings will occur outside the building. No outdoor sound amplification is permitted. Noise is restricted to the thresholds allowed by the Minnesota Pollution Control Agency.

- J. The site drainage system shall be subject to the review and approval of the city engineer.**

Not applicable. There are no proposed changes to the footprint of the building or to the parking lot.

- K. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing or potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.**

There is no proposal to increase or modify the outside dimensions or appearance of the building

- L. Provisions shall be made for daily litter control, an interior location for recycling, and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with section 11-18-11 of this title.**

Not applicable; trash and recycling service is handled by the existing building.

- M. All signs and informational or visual communication devices shall be in compliance with chapter 23 of this title.**

No identifying signage is proposed with this conditional use permit. If signage is proposed at a later date, it would be required to be in compliance with Zoning Ordinance requirements.

- N. The use and site shall be in compliance with any federal, state or county law or regulation that is applicable and any related permits shall be obtained and documented to the city.**

This provision shall be a stipulation of the conditional use permit.

- O. Any applicable business licenses mandated by this code are approved and obtained.**

No business licenses are required for the proposed church use.

- P. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.**

The proposed days and hours of assembly occupancy are considered compatible with the other uses in the building.

- Q. The use complies with all applicable performance standards of the zoning district in which it is located and where applicable, any nonconformities shall be eliminated.**

There are no other known zoning non-conformities with the property or building.

RECOMMENDATION

Community Development staff has reviewed the Divine Encounter Church conditional use permit application and plans and has determined that the request meets Zoning Ordinance requirements and therefore recommends approval subject to the following stipulations:

1. The floor plan shall be consistent with the plan and narrative described in the application and approved by the City Council to ensure compliance with Zoning Ordinance requirements.
2. A building permit shall be issued prior to commencing interior alterations on the building interior that require a permit.
3. Signs shall require a sign permit and must meet Zoning Ordinance requirements.
4. Parking shall be restricted to the on-site parking lot and shall not occur on any public street.
5. Any cumulative increase of more than 20% in the lease space of 2,385 square feet requires an amendment to the conditional use permit.

Findings of fact for approval of the conditional use permit request are attached.

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**DIVINE ENCOUNTER CHURCH CONDITIONAL USE PERMIT
FINDINGS OF FACT AND RECOMMENDATION**

On June 26, 2025 the Lakeville Planning Commission met at their regularly scheduled meeting to consider the request of Divine Encounter Church for a conditional use permit to allow a religious institution use in the C-3, General Commercial District located at 17685 Juniper Path. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak.

FINDINGS OF FACT

1. The property is located in Comprehensive Planning District No. 1, which guides the property for Commercial Use.
2. The property is zoned C-3, General Commercial District.
3. The legal description of the property is:

Lot 2, Block 3, Argonne Park

4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

a) The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Official City Comprehensive Plan.

Finding: The proposed religious institution use is consistent with the policies and provisions of Planning District 1 of the 2040 Comprehensive Land Use Plan.

b) The proposed use is or will be compatible with future land uses of the area.

Finding: The proposed religious institution use is compatible with the existing land uses in the area provided compliance with the stipulations of the conditional use permit.

c) The proposed use conforms with all performance standards contained in the Zoning Ordinance and the City Code.

Finding: The proposed religious institution use will conform with all performance standards set forth in the Zoning Ordinance given compliance with the approved conditional use permit.

d) The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

Finding: The proposed use will not overburden the City's sanitary sewer and water systems and can be served with existing public services.

e) Traffic generation by the proposed use is within capabilities of streets serving the property.

Finding: Traffic generation will not significantly increase due to the proposed religious institution and can be accommodated by the adjacent public streets.

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

RECOMMENDATION

The Planning Commission recommends that the City Council approve the conditional use permit conditioned upon compliance with the planning report prepared by Senior Planner, Heather Botten dated June 16, 2025.

Dated: June 26, 2025

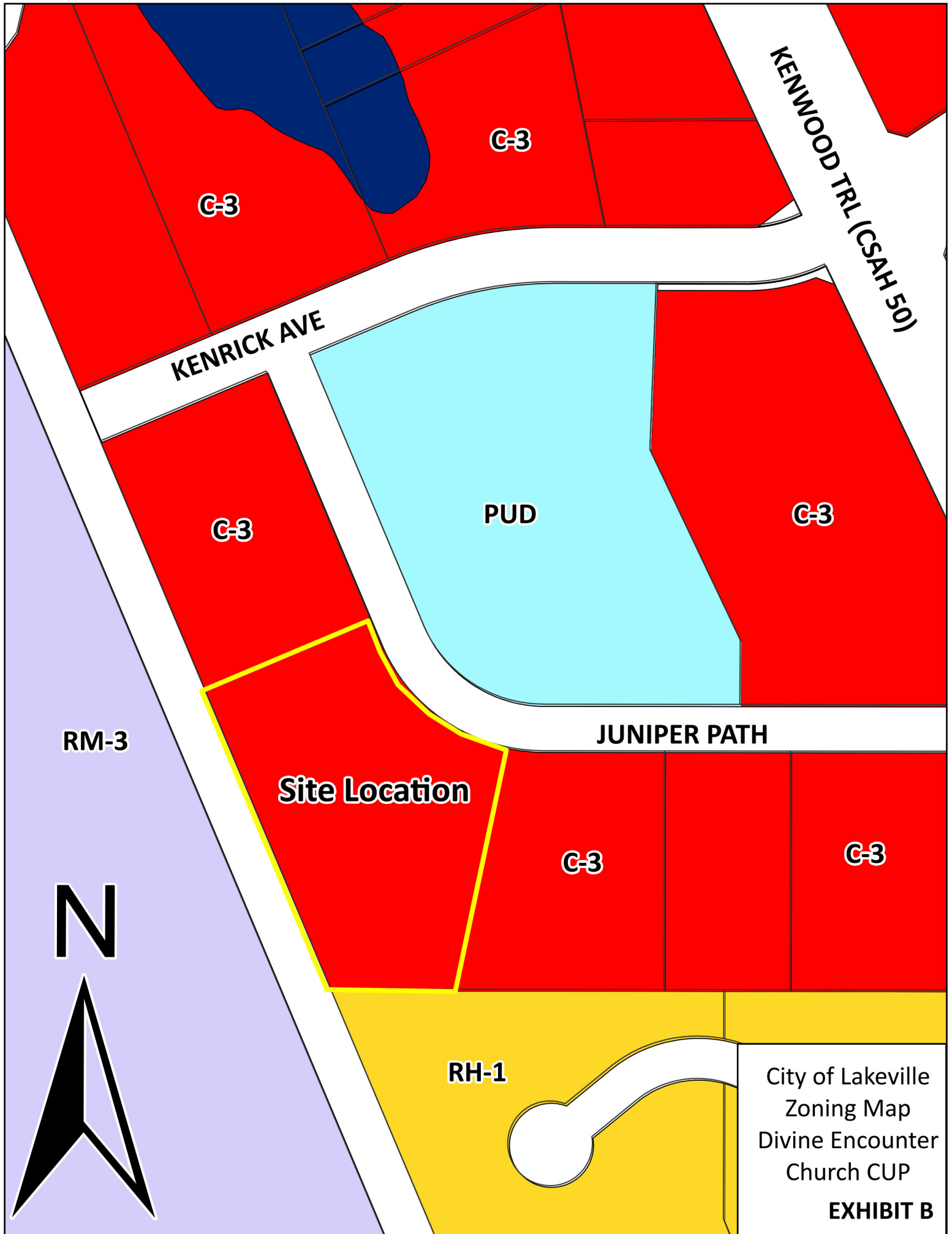
LAKEVILLE PLANNING COMMISSION

BY: _____
Christine Zimmer, Chair



City of Lakeville
Location Map
Divine Encounter
Church CUP

EXHIBIT A





DIVINE ENCOUNTER CHURCH

To Whom It May Concern,

I am writing on behalf of Divine Encounter Church to provide a summary of how we intend to utilize the space in question for our ministry activities.

Our primary gatherings will include Sunday worship services, weekly Bible studies, and weekly prayer meetings. In addition to these core gatherings, we will hold various church-related activities throughout the year such as special services, workshops, and outreach events. The usable space is closest to the exit door and is 2,385 square feet.

We anticipate an average attendance of 50 people during our Sunday services. The parking lot located in front of the building will provide sufficient space for attendees and is open for shared use. This will mainly be used on the weekends when other tenants are not around.

Sincerely,

Pastor Zipporah Bogonko
Lead Pastor, Divine Encounter Church
zbogonko@gmail.com
+1 (952)454-2878



EXHIBIT C

FLOOR PLANS

PROFESSIONAL OFFICE SPACE
17685 JUNIPER PATH, SUITE 301, LAKEVILLE, MN 55044

Main Level Available Space



EXHIBIT D

DISCLAIMER: The information contained herein is deemed reliable but is not guaranteed. We have not verified its accuracy nor do we make any warranty or representation about it. You and your tax and legal advisors should conduct your own investigation of the property and transaction.

For more information,
please contact:
Rocky Ranch
952.583.6135
rockyr@cerron.com





Date: 7/7/2025

Pickle in the Middle Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve the conditional use permit and adopt the findings of fact for Pickle in the Middle.

Overview

Laurent D Deconink from Pickle in the Middle has submitted a conditional use permit application and plans for an indoor commercial recreation facility to be located at 21300 Juniper Way. The applicant is proposing to use approximately 42,000 square feet of the new 190,000-square-foot multi-tenant building as a pickleball facility. Section 11-75-7.B allows commercial recreation facilities in the OP, Office-Park District subject to approval of a conditional use permit.

The proposed use would be open 24 hours a day, seven days a week. The facility is accessed via a code and the facility is monitored by security cameras and a facility manager, who is onsite daily at varying times. No food or beverage is available on-site. Parking demand is expected to be 50-60 vehicles at peak usage, and the site will have 223 parking stalls upon completion of construction.

The Planning Commission held a public hearing on June 26, 2025 to consider the conditional use permit request and no public comments were received. The Planning Commission unanimously recommended approval of the conditional use permit, subject to two stipulations.

Supporting Information

1. Conditional Use Permit
2. Findings of Fact
3. June 26, 2025 PC Recommendation
4. Planning Report - June 26, 2025

Financial Impact: N/A **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development

Report Completed by: Heather Botten, Senior Planner

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

CONDITIONAL USE PERMIT NO. 25-_____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit for Pickle in the Middle, to allow an indoor commercial recreation use in the OP, Office-Park District located at 21300 Juniper Way.
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 1, Block 1, Lakeville 35 Logistics Center North Addition, according to the recorded plat thereof, Dakota County, Minnesota.
3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. No H (Hazardous) Occupancy tenants are allowed in the multiple tenant industrial building as long as the commercial recreation use is a tenant in the same building.
 - b. The current tenant and any future tenants of the building being jointly occupied by this commercial recreation use shall submit Material Data Safety Sheets (MSDS) to the City including and periodic updates at they might occur.
4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.
5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

DATED: July 7, 2025

CITY OF LAKEVILLE

BY: _____

SEAL

Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 7th day of **July 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**

PICKLE IN THE MIDDLE CONDITIONAL USE PERMIT

FINDINGS OF FACT AND DECISION

On June 26, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Pickle in the Middle for a conditional use permit to allow an indoor commercial recreational use in the OP, Office-Park District located at 21300 Juniper Way. The Planning Commission held a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Planning District No. 6 of the 2040 Comprehensive Plan, which guides the property for Industrial use.
2. The property is currently zoned OP, Office-Park.
3. The legal description of the property is: Lot 1, Block 1, Lakeville 35 Logistics Center North Addition according to the recorded plat thereof, Dakota County, Minnesota.
4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

- a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed commercial recreation use is consistent with the policies and provisions of Planning District 6 of the 2040 Comprehensive Land Use Plan.

- b. **The proposed use is or will be compatible with present and future land uses of the area.**

Finding: The proposed commercial recreation use is compatible with surrounding office park uses provided compliance with the stipulations of the conditional use permit.

- c. **The proposed use conforms with all performance standards contained in the Zoning Ordinance.**

Finding: The proposed commercial recreation use conforms to the performance standards set forth in the Zoning Ordinance given compliance with the stipulations of the conditional use permit.

The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

Finding: The proposed use will not overburden the City's sanitary sewer and water systems and can be served with existing public services.

d. Traffic generation by the proposed use is within capabilities of streets serving the property.

Finding: Traffic generation from the commercial recreation use can be accommodated with the existing streets serving the property.

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

DECISION

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

DATED: July 7, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

The narrative indicates that the church anticipates approximately 50 attendees for weekly Sunday worship services. Other planned activities include weekly meetings as well as special services, workshops, and events held throughout the year. Existing parking on site is adequate to accommodate the church's parking demand.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Einck, seconded by Kaluza to close the public hearing at 6:07 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas asked what the signage would look like. Ms. Botten stated that signage is not included with this request. Pastor Bogonko stated they will do whatever the owner of the building would like them to do.

Motion was made by Einck, seconded by Tinsley to recommend to City Council approval of the conditional use permit for a religious institution to be located at 17685 Juniper Path, subject to the following stipulations, and approval of the Findings of Fact dated June 26, 2025:

1. The floor plan shall be consistent with the plan and narrative described in the application and approved by the City Council to ensure compliance with Zoning Ordinance requirements.
2. A building permit shall be issued prior to commencing interior alterations on the building interior that require a permit.
3. Signs shall require a sign permit and must meet Zoning Ordinance requirements.
4. Parking shall be restricted to the on-site parking lot and shall not occur on any public street.
5. Any cumulative increase of more than 20% in the lease space of 2,385 square feet requires an amendment to the conditional use permit.

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

Nays: 0

7. Laurent Deconinck/Pickle in the Middle

Chair Zimmer opened the public hearing to consider the application of Laurent Deconinck/Pickle in the Middle for a conditional use permit for an indoor commercial recreation use in the OP District at 21300 Juniper Way.

Laurent Deconinck introduced the project, stating they currently have locations in Brooklyn Park and Woodbury.

Ms. Botten presented the staff report. The applicant would like to use approximately 42,000 square feet of the new 190,000 square foot building as a pickleball facility. The multi-tenant building is located in the Lakeville 35 Logistics Center North Addition located at 21300 Juniper Way. Section

11-75-7.B allows commercial recreation facilities in the OP, Office-Park District subject to approval of a conditional use permit.

The proposed commercial recreation facility will include 15 pickleball courts, storage lockers, lobby/check-in and a meeting room. The proposed use would be open 24 hours a day, seven days a week. Guests would be granted access with a unique 4-digit pin. The facility is monitored by security cameras and a facility manager who visits daily at varying times. No food or beverage is available on-site. The applicant has stated that peak hours are typically evenings and weekends.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Einck, seconded by Swenson to close the public hearing at 6:13 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Swenson asked if anything is done to manage the acoustics inside. Mr. Deconinck stated they have not done anything for acoustics at the two existing locations.
- Chair Zimmer asked if operating 24 hours/7 days a week has been a problem with crime. Mr. Deconinck stated the Brooklyn Park location has been operating for 2 ½ years, and Woodbury has been operating for 1 year. During this time the only issue is that sometimes people play 20-25 minutes longer.
- Commissioner Swenson stated he appreciated where the facility is located in the building.
- Commissioner Traffas asked about the party room on the plans and whether people can bring food and drink. Mr. Deconinck stated that is the intent of the party room, and they currently have food at the Brooklyn Park location.

Motion was made by Swenson, seconded by Traffas to recommend to City Council approval of the conditional use permit for an indoor commercial recreation use in the OP District at 21300 Juniper Way, subject to the following stipulations and approval of the Findings of Fact dated June 26, 2025:

1. No H (Hazardous) Occupancy tenants are allowed in the multiple tenant industrial building as long as the commercial recreation use is a tenant in the same building.
2. The current tenant and any future tenants of the building being jointly occupied by this commercial recreation use shall submit Material Data Safety Sheets (MSDS) to the City including any periodic updates as they might appear.

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

Nays: 0



Memorandum

To: Planning Commission

From: Heather Botten, Senior Planner

Date: June 16, 2025

Subject: Packet Material for the June 26, 2025 Planning Commission Meeting

Agenda Item: Laurent DB Coninck/Pickle in the Middle - Conditional Use Permit

Action Deadline: August 4, 2025

INTRODUCTION

Laurent DB Coninck, Pickle in the Middle, has submitted a conditional use permit application and plans proposing to establish an indoor commercial recreation facility in the OP, Office Park District. The applicant would like to use approximately 42,000 square feet of the new 190,000 square foot building as a pickleball facility. The multi-tenant building is located in the Lakeville 35 Logistics Center North Addition located at 21300 Juniper Way. Section 11-75-7.B allows commercial recreation facilities in the OP, Office-Park District subject to approval of a conditional use permit.

The proposed use would be open 24 hours a day, seven days a week. Guests would be granted access with a unique 4-digit pin. The facility is monitored by security cameras and a facility manager who visits daily at varying times. No food or beverage is available on-site. The applicant has stated that peak hours are typically evenings and weekends.

EXHIBITS

- A. Aerial Location Map
- B. Zoning Map
- C. Application Narrative and Floor Plan (2 pages)
- D. Property Site Plan

STAFF ANALYSIS

Surrounding Land Uses. The property abuts the following existing or planned land uses:

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

Zoning. The subject property is zoned OP, Office Park. The multiple tenant building approved for the property is 190,000 +/- square feet in area. The proposed commercial recreation facility will incorporate about 22% of the building, roughly 42,000 square feet of area. The space will include 15 pickleball courts, storage lockers, lobby/check-in and a meeting room,

Section 11-75-7.B of the Zoning Ordinance allows commercial recreation facilities in the OP, Office-Park district subject to compliance with five listed criteria. The five criteria and staff analysis of each are as follows:

1. The architectural appearance and function plan of the building and the site shall be designed with a high standard of architectural and aesthetic compatibility with surrounding properties. Building materials, orientation, colors, height, roof design, lighting, signage and site landscaping shall be designed to complement the surrounding industrial properties and demonstrate potential industrial reuse. All sides of the principal and accessory structures are to have essentially the same or a coordinated, harmonious exterior finish treatment.

The approved exterior of the building will not be altered with the proposed commercial recreation facility. The smooth texture, pre-cast concrete panels of the multiple tenant building meet the requirements of the OP District.

2. A commercial recreational use shall not be located within a shared tenancy building containing a use classified as an "H" occupancy as defined by Minnesota state building code, as may be amended.

According to the building owner and City of Lakeville Building Inspection records, there are no H (Hazardous) occupancy tenants in the subject building. No future H classified tenant may occupy the subject building while the commercial recreation use occupies the same principal building.

3. In multiple occupancy buildings, a material safety data sheet (MSDS) shall be required identifying all materials stored or used in the operation of the tenant businesses. Any change in building tenants shall require that the MSDS be updated and provided to all other tenants in the multi-tenant building.

A recommended stipulation will require that the property owner or future tenants in the multiple tenant building provide material safety data sheets to determine there are no hazardous (H occupancies) and no hazardous materials present that could endanger use of the proposed commercial recreation space as proposed by Pickle in the Middle, or any future commercial recreation facility tenant occupying the same space subject to this conditional use permit.

4. A commercial recreational use in a shared tenancy building shall have its own exterior entrance and exit.

The proposed facility has its own exterior entrance and exit, complying with code requirements.

5. The site must be accessed via a collector street. Vehicular access points shall create a minimum of conflict with through traffic movement, shall comply with chapter 19 of this title and shall be subject to the approval of the city engineer.

Juniper Way (CSAH 70) is the primary access to the proposed facility and is classified as a principal arterial road, which is a higher classification than a collector street, complying with this requirement. Parking is primarily provided on the west and south sides of the building. Semi-truck traffic accessing the warehouse loading docks in the subject building would be on the north side of the building. The site is designed for 223 parking stalls. Based on average occupancy of the applicants' other facilities, at peak usage, they are anticipating 50-60 vehicles on-site.

RECOMMENDATION

Community Development Department staff recommends approval of the conditional use permit for an indoor commercial recreation use in the OP District at 21300 Juniper Way, subject to the following stipulations:

1. No H (Hazardous) Occupancy tenants are allowed in the multiple tenant industrial building as long as the commercial recreation use is a tenant in the same building.
2. The current tenant and any future tenants of the building being jointly occupied by this commercial recreation use shall submit Material Data Safety Sheets (MSDS) to the City including and periodic updates at they might occur.

Findings of Fact are attached for your review and consideration.

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**PICKLE IN THE MIDDLE CONDITIONAL USE PERMIT
FINDINGS OF FACT AND RECOMMENDATION**

On June 26, 2025 the Lakeville Planning Commission met at their regularly scheduled meeting to consider the request of Pickle in the Middle for a conditional use permit to allow a commercial recreation use in the OP, Office-Park District located at 21300 Juniper Way. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak.

FINDINGS OF FACT

1. The property is located in Comprehensive Planning District No. 6, which guides the property for Industrial use.
2. The property is zoned OP, Office-Park.
3. The legal description of the property is:

Lot 1, Block 1, Lakeville 35 Logistics Center North Addition

4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

a) The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Official City Comprehensive Plan.

Finding: The proposed commercial recreation use is consistent with the policies and provisions of Planning District 6 of the 2040 Comprehensive Land Use Plan.

b) The proposed use is or will be compatible with future land uses of the area.

Finding: The proposed commercial recreation use is compatible with surrounding office park uses provided compliance with the stipulations of the conditional use permit.

c) The proposed use conforms with all performance standards contained in the Zoning Ordinance and the City Code.

Finding: The proposed commercial recreation use conforms to the performance standards set forth in the Zoning Ordinance given compliance with the stipulations of the conditional use permit.

d) The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

Finding: The proposed commercial recreation use will not overburden the City's sanitary sewer and water systems and can be served with existing public services.

e) Traffic generation by the proposed use is within capabilities of streets serving the property.

Finding: Traffic generation from the commercial recreation use can be accommodated with the existing streets serving the property.

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

RECOMMENDATION

The Planning Commission recommends that the City Council approve the conditional use permit conditioned upon compliance with the planning report prepared by Senior Planner, Heather Botten dated June 16, 2025.

Dated: June 26, 2025

LAKEVILLE PLANNING COMMISSION

BY: _____
Christine Zimmer, Chair



210TH ST

Site Location

JUNIPER PATH (CSAH 70)

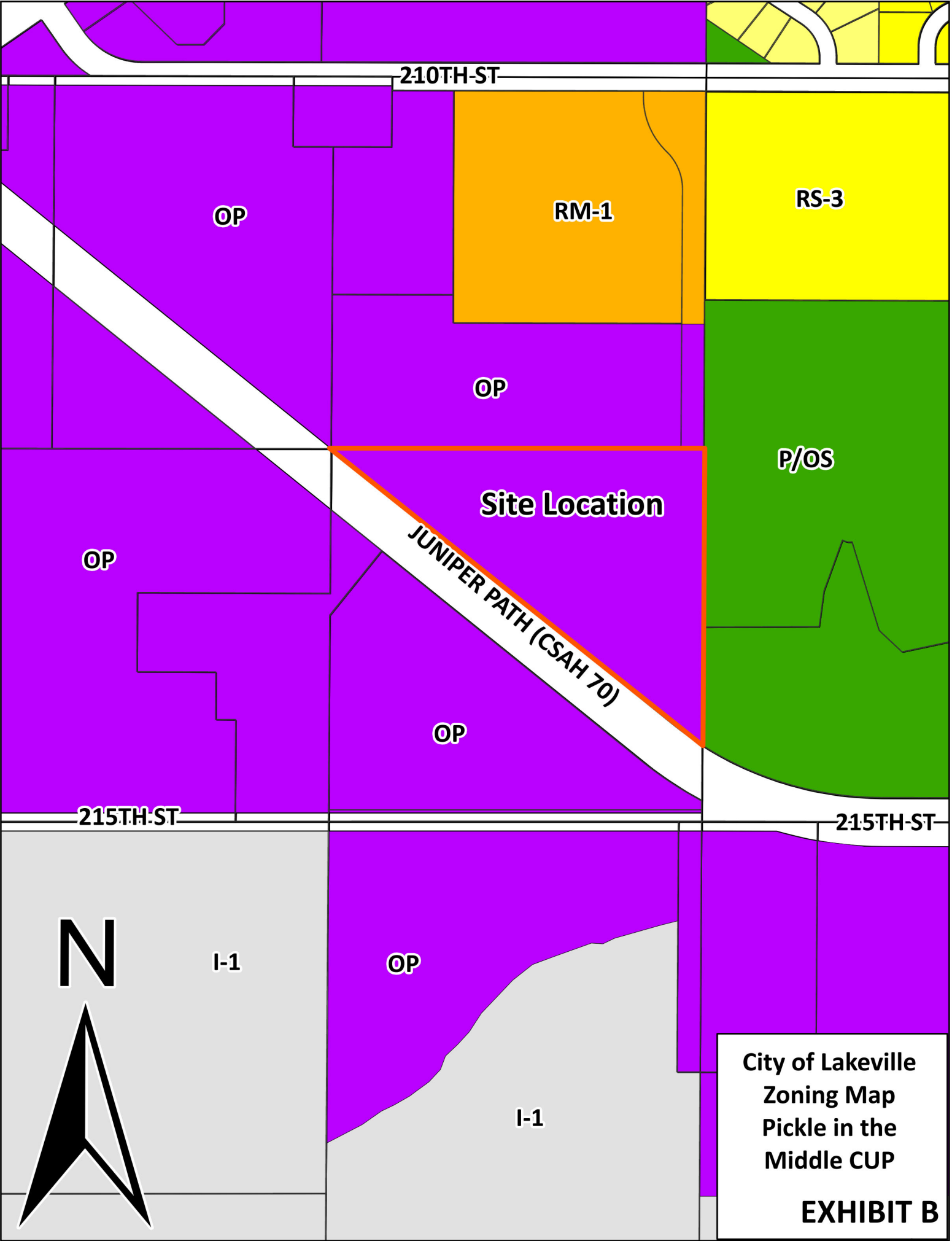
215TH ST

215TH ST

N

City of Lakeville
Location Map
Pickle in the
Middle CUP

EXHIBIT A





Project Narrative – Pickle in the Middle Lakeville

Pickle in the Middle provides 24/7 access to indoor pickleball facilities. Guests are granted entry using a unique 4-digit PIN code, and the facility is monitored by security cameras for safety. Staffing includes a facility manager who visits daily at varying times depending on activity levels, and a professional cleaning crew that services the facility three times per week to maintain cleanliness.

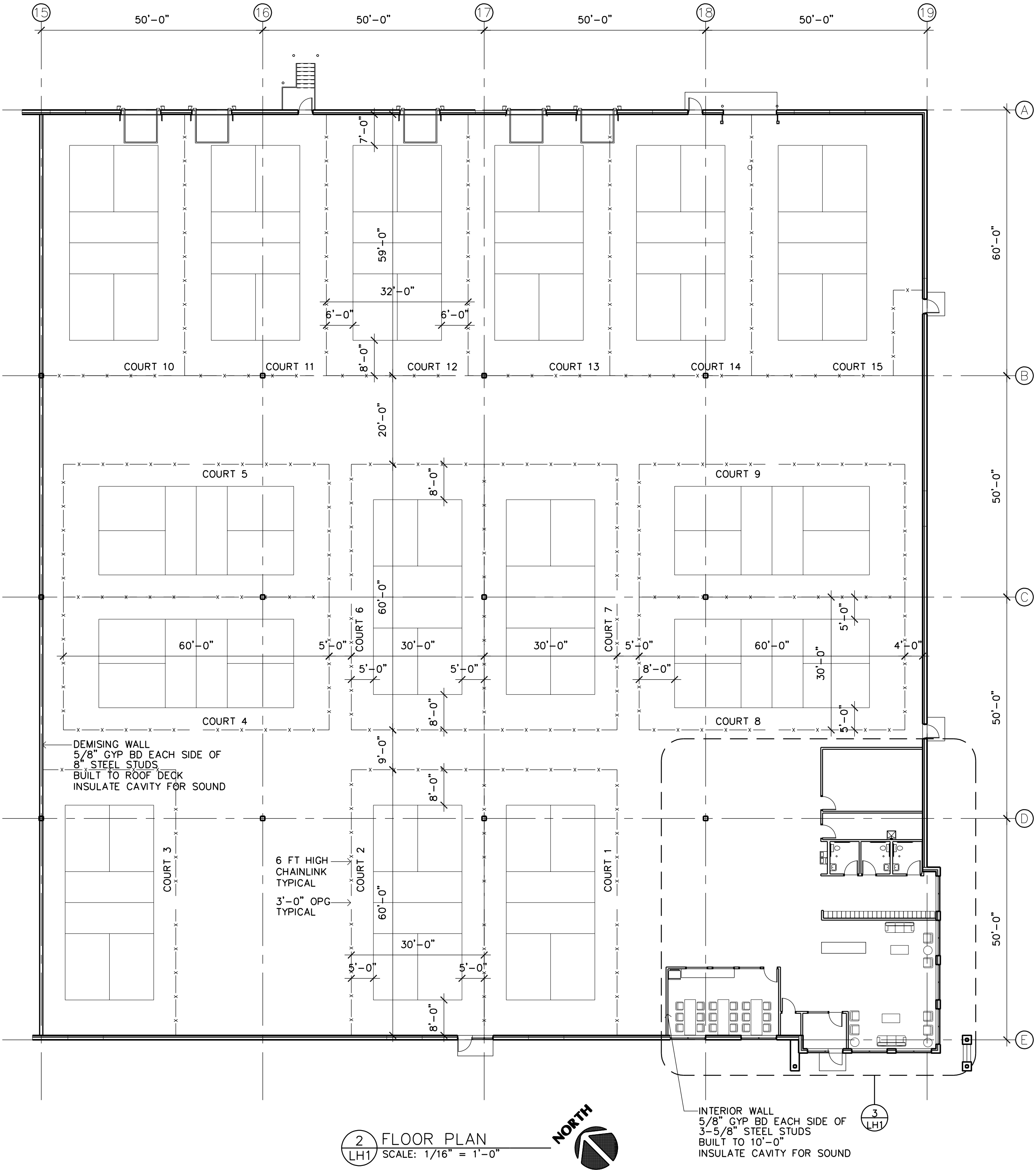
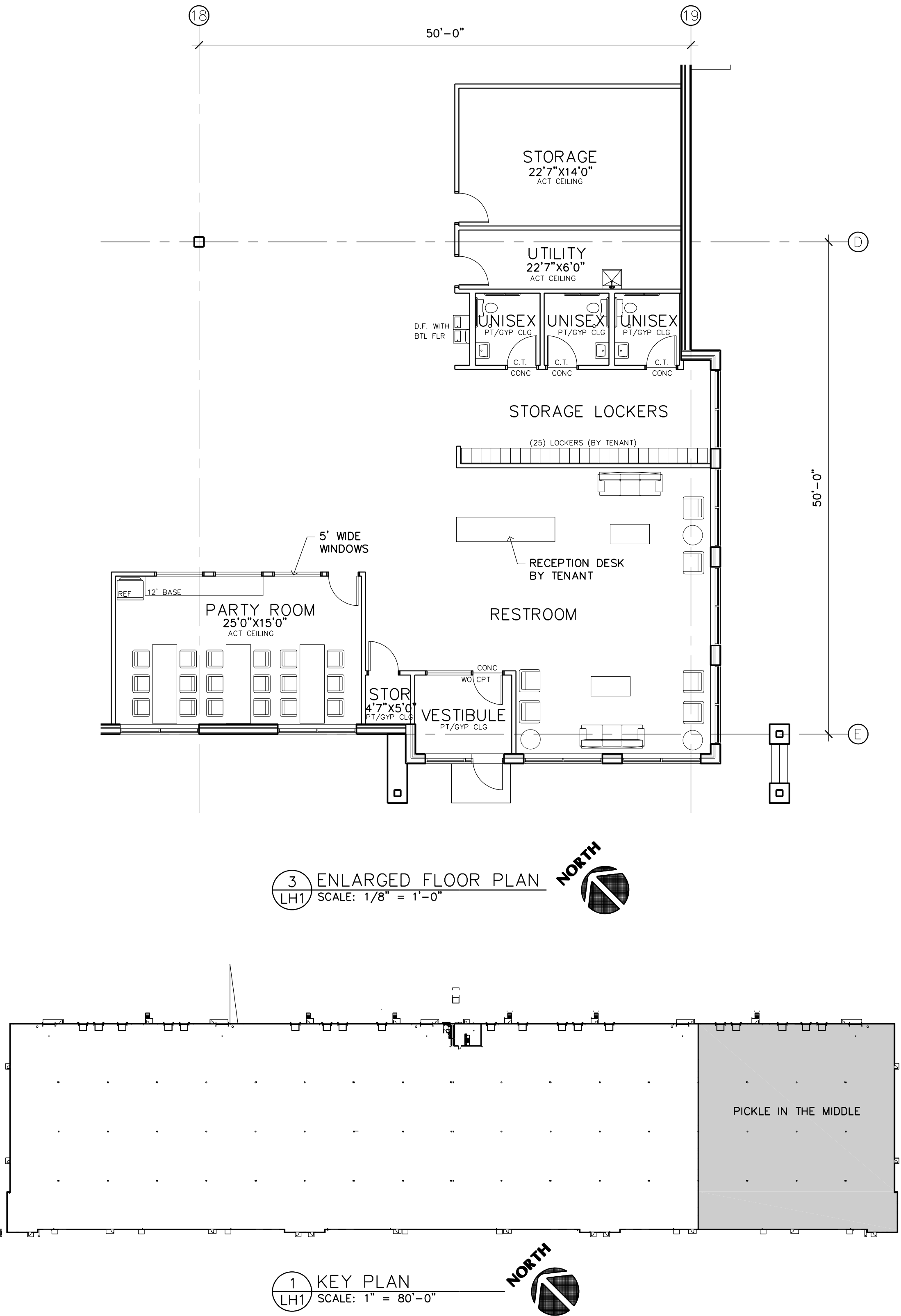
We do not offer food or beverages, as our focus is exclusively on pickleball.

Our reservation options include court rentals, open play sessions, and organized leagues. We currently operate two locations—one in Brooklyn Park and one in Lake Elmo—with plans to open a third in Lakeville.

The Lakeville facility can host up to 60 people on the courts at any one time, with peak hours generally occurring during evenings, weekends, and other non-business periods. Based on data from our current operations, we maintain an average occupancy rate of around 56%, with peak usage resulting in approximately 50 to 60 vehicles on-site.

Filename: PICKLE IN THE MIDDLE\PICKLE IN THE MIDDLE-LH1

NOTE TO ALL DESIGN/BUILD CONTRACTORS AND THEIR SUB-CONTRACTORS:
THE DESIGN/BUILD CONTRACTOR IS RESPONSIBLE FOR REVIEWING ALL MECHANICAL, ELECTRICAL, PLUMBING, FIRE SPRINKLER, OR ANY OTHER DESIGN/BUILD SUB-CONTRACTOR'S DOCUMENTS AS PERTAINING TO THE WORK FOR THIS PROJECT. IT IS THE DESIGN/BUILD SUB-CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE DESIGN/BUILD CONTRACTOR OF ANY CONFLICTS WITH THE ARCHITECTURAL AND STRUCTURAL DOCUMENTS DUE TO SIZES, LOCATIONS, QUANTITIES, ROUGH-IN DIMENSIONS AND CODE INTERPRETATIONS. THE DESIGN/BUILD CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ARCHITECT IMMEDIATELY OF ANY ARCHITECTURAL REVISIONS REQUIRED DUE TO THE COORDINATION OF EACH DESIGN/BUILD SUB-CONTRACTOR'S DOCUMENTS.



L
A

LAMPERT
ARCHITECTS

420 Summit Avenue
St. Paul, MN 55102
Phone: 763.755.1211 Fax: 763.757.2849
lampert@lampert-arch.com

ARCHITECT CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY
LICENSED ARCHITECT UNDER THE
LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY
NOT FOR
CONSTRUCTION

SIGNATURE
LEONARD LAMPERT
PROJECT NO.
13669
LICENSE NO.
DATE

PICKLE IN THE MIDDLE
Lakeville, Minnesota

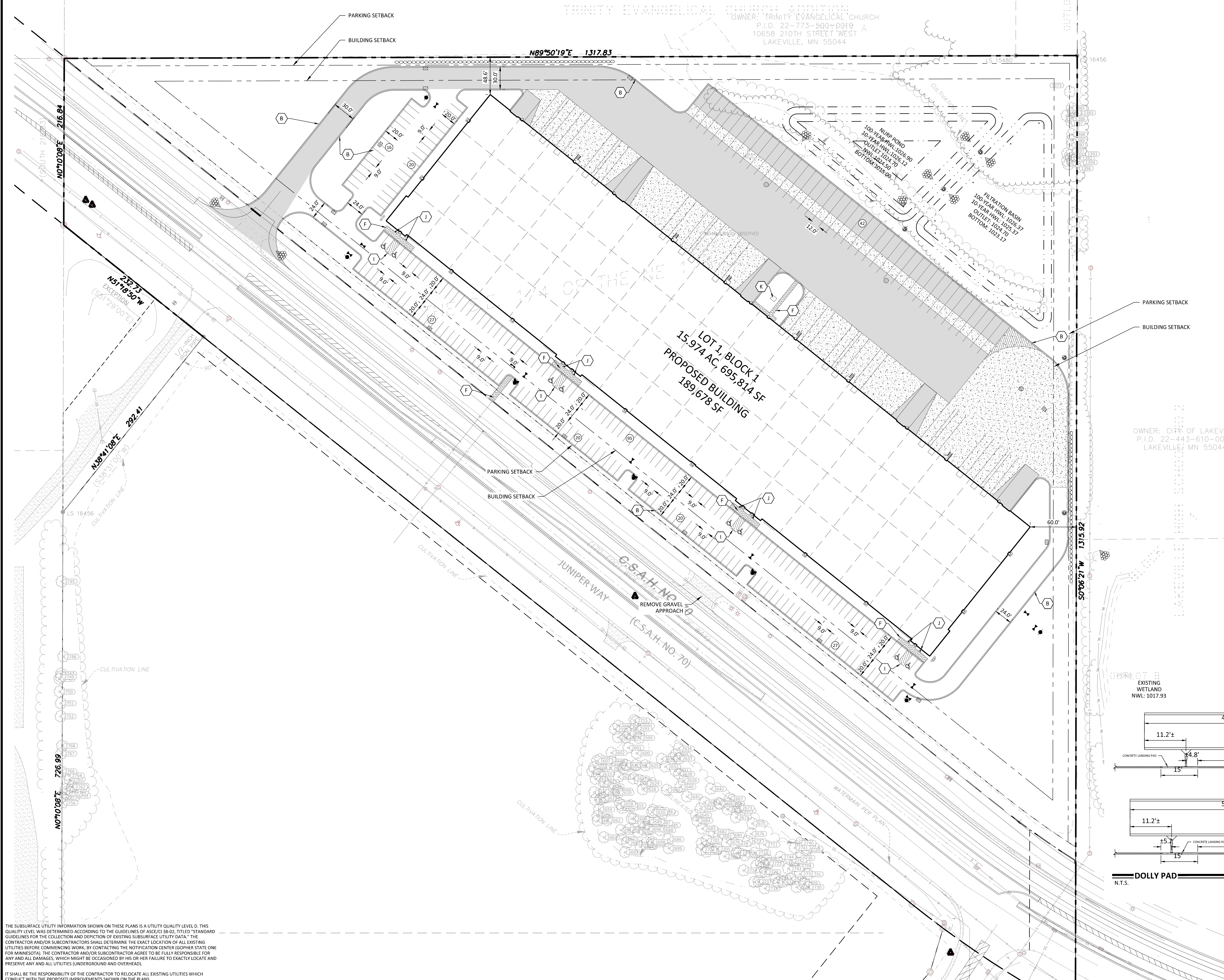
Copyright 2025 Leonard Lampert Architects Inc.	
Project Designer: JAMES B	
Drawn By: JRB	
Checked By: LL	
Revisions	
5/30/25	PRELIMINARY

FLOOR PLAN

Sheet Number

LH1

Project No. 250528-1



THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/C1 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (Gopher State One FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

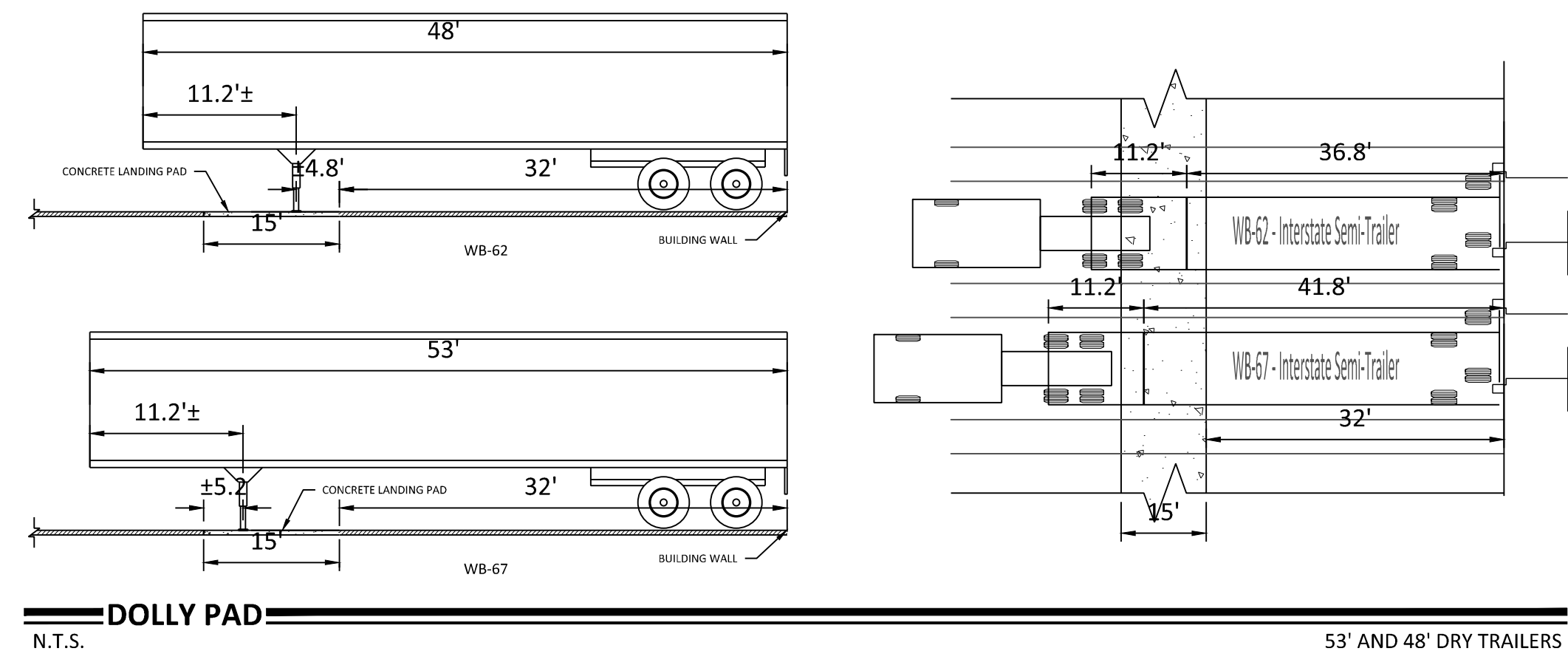
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

LEGEND			
PROPOSED	EXISTING	BOUNDARY LINE	STANDARD DUTY ASPHALT PAVING
		CONCRETE CURB	HEAVY DUTY ASPHALT PAVING
		EASEMENT LINE	CONCRETE PAVING
		BUILDING LINE	CONCRETE SIDEWALK
		RETAINING WALL	PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)
		WETLAND	
		TREE LINE	
		SAW CUT LINE	
		SIGN	
		BOLLARD	
		PARKING STALL COUNT	
		KEY NOTE	
		LIGHT POLE (BY OTHERS)	

DEVELOPMENT SUMMARY			
AREA	695,814 SF	15.974 AC	SETBACKS (PARKING)
LOT 1, BLOCK 1	142,603 SF	3.274 AC	FRONT YARD
RIGHT OF WAY			REAR YARD
			SIDE YARD
REQUIRED PARKING			SETBACKS (BUILDING)
ASSUME GROSS BLDG. SQ. FOOTAGE - 10% =	170,710 SF		FRONT YARD
ASSUME 10% OFFICE AT 1/200	= 85 STALLS		REAR YARD
ASSUME 80% WAREHOUSE AT 1/1000	= 154 STALLS		SIDE YARD
TOTAL STALLS REQUIRED	= 239 STALLS		
TOTAL STALLS PROVIDED	= 225 STALLS		
BUILDING SUMMARY			ZONING
LOT 1, BLOCK 1	189,678 SF	4.35 AC	EXISTING ZONING
PARKING STALLS	225		PROPOSED ZONING
ADA STALLS	8		
TRAILER STALLS	42		
TOTAL STALLS	275		
PROPOSED IMPERVIOUS	442,620 SF	10.16 AC	OP OFFICE PARK
PROPOSED PERVIOUS	253,147 SF	5.81 AC	OP OFFICE PARK

- ### DEVELOPMENT NOTES
- ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
 - ALL DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB. COORDINATE WITH GRADING CONTRACTOR.
 - ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
 - ALL PARKING STALLS TO BE 9' IN WIDTH AND 20' IN LENGTH UNLESS OTHERWISE INDICATED. ALL TRUCK PARKING STALL TO BE 12' IN WIDTH AND 55' IN LENGTH UNLESS OTHERWISE INDICATED.
 - CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
 - SEE ARCHITECTURAL PLANS FOR PYLON/MONUMENT SIGN DETAILS
 - SEE ARCHITECTURAL PLANS FOR LIGHT POLE FOUNDATION DETAIL AND FOR EXACT LOCATIONS OF LIGHT POLE.
 - REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
 - ALL GRADIENT ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE IN 2.00% (1:50). CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT. COORDINATE ALL WORK WITH PAVING CONTRACTOR.
 - "NO PARKING" SIGNS SHALL BE PLACED ALONG ALL DRIVEWAYS AS REQUIRED BY CITY.
 - STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
 - BUILDING ADDITION HAS BEEN LOCATED BASED ON ORIGINAL GRIDLINE DESIGN AND/OR EXISTING BUILDING EXTERIOR CORNER SURVEY LOCATIONS. EXTERIOR CORNERS DO NOT REPRESENT EXISTING BUILDING GRIDLINES. CONTRACTOR SHALL LOCATE EXISTING GRIDLINES IN THE FIELD FOLLOWING DEMOLITION AND COORDINATE REQUIRED MODIFICATIONS, IF ANY, TO EXPANSION PLACEMENT WITH CIVIL AND ARCHITECT ACCORDINGLY.
 - CONTRACTOR SHALL PROVIDE RECORD PLANS AS REQUIRED BY PERMITTING AGENCIES

- ### KEY NOTES
- A. BUILDING, STOOPS, STAIRS (SEE ARCHITECTURAL PLANS)
 - B. B-612 CONCRETE CURB AND GUTTER
 - C. B-618 CONCRETE CURB AND GUTTER
 - D. CONCRETE APRON
 - E. FLAT CURB SECTION
 - F. CONCRETE SIDEWALK
 - G. SEGMENTAL BLOCK RETAINING WALL
 - H. ADA ACCESS LOCATION
 - I. ACCESSIBLE STALL STRIPING
 - J. ACCESSIBLE PARKING SIGN
 - K. TRANSFORMER



NO	DATE	BY	CHKD	APPR	COMMENT
	07/26/2024	TPK	EWM	EWM	CITY ENTITLEMENT SUBMITTAL
	08/20/2024	TPK	EWM	EWM	CITY ENTITLEMENT RE-SUBMITTAL
	09/10/2024	CDC	EWM	EWM	CITY ENTITLEMENT RE-SUBMITTAL
	09/26/2024	CDC	EWM	EWM	REVISED SITE PLAN PER DAKOTA COUNTY COMMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: _____

Date: _____ License #: _____

PRELIMINARY
07/26/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK
DESIGNED BY
CC
CHECKED BY
JDB
PROJECT NO.
52972



SITE PLAN
LIKEWISE PARTNERS
LAKEVILLE 35 LOGISTICS CENTER NORTH
SITE PLAN APPLICATION
LAKEVILLE, MN

SHEET
C3.01
OF
REV. #



Date: 7/7/2025

Preserve of Lakeville Fourth Addition Final Plat

Proposed Action

Staff recommends adoption of the following motion: a resolution approving the Preserve of Lakeville Fourth Addition final plat.

Overview

Progressive, LLC has submitted a final plat application and plans for Preserve of Lakeville Fourth Addition consisting of 26 single-family residential lots and three outlots, located south of 185th Street (CSAH 60) and north of the Ixonia Ave terminus. The City Council approved the preliminary plat, known as Pumpkin Creek, on April 21, 2025.

The lot, block, and street design of Preserve of Lakeville Fourth Addition is consistent with the approved preliminary plat. The final plat plans have been reviewed and approved by Engineering and Parks and Recreation staff.

Supporting Information

1. Final Plat Resolution
2. Development Contract
3. June 16, 2025 Planning and Engineering Memos
4. Exhibits

Financial Impact: N/A Budgeted: No Source: Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Heather Botten, Senior Planner
--

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRESERVE OF LAKEVILLE FOURTH ADDITION
FINAL PLAT**

WHEREAS, the owner of the property described as **PRESERVE OF LAKEVILLE
FOURTH ADDITION** has requested final plat approval; and

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

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

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. The **Preserve of Lakeville Fourth Addition** final plat is approved subject to the developer entering into a development contract and submittal of security requirements.
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 7th day of July 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 7th day of **July 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)

PRESERVE OF LAKEVILLE FOURTH ADDITION

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

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

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

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

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

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

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

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

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

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

Plan A - Plat

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

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

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

- A. Sanitary Sewer System
- B. Water System
- C. Storm Sewer System
- D. Streets
- E. Concrete Curb and Gutter
- F. Street Lights
- G. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control
- H. Underground Utilities
- I. Setting of Iron Monuments
- J. Surveying and Staking
- K. Sidewalks and Trails
- L. Retaining Walls

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

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

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

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

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

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

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

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

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

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

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

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

The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. The Developer must obtain permit coverage prior to construction. Redundant silt fence is required along all wetlands that do not have a 50-foot buffer. The location of the silt fence will be staked in the field and reviewed by city staff prior to any grading.

The Developer shall be responsible for the establishment of native vegetation within Outlots B and C. This will require a minimum of 2-3 years of maintenance to ensure full establishment. A management plan including a schedule for maintenance must be submitted to the City for review once native seeding is completed. The Developer shall provide a security in the amount of \$356,374.00 to ensure native vegetation establishment and restoration in the Outlots with the final plat.

Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. A preconstruction meeting shall be held with the City prior to the issuance of a grading permit.

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

\$356,374.00	x 2% Grading Costs	= \$7,127.48
Grading Cost	2025 Rate	MS4 Administration Fee
Preserve of Lakeville Fourth Addition		Preserve of Lakeville Fourth Addition

15. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan “B”. The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and 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 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.

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

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

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

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

The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees

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

19. STORM SEWER. The Developer shall install 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 basins located within Outlot C.

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

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

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

872,453 s.f.	x	= \$155,296.63
Net Area	\$0.178/s.f.	
Preserve of Lakeville Fourth	2025 Unit	Storm Sewer Charge
Addition	Rate	Preserve of Lakeville Fourth
		Addition

20. SANITARY SEWER. Preserve of Lakeville Fourth Addition is located within subdistrict ML-72200 of the Marion Lake sanitary sewer district as identified in the City's Sewer Plan. The

Developer shall construct and extend 8-inch public sanitary sewer within the subdivision and connect to the existing sewer stubs within The Preserve development on Ixonia Avenue.

The wastewater from the development will be conveyed via existing trunk sanitary sewer to the MCES Elko/New Market Interceptor and continue to the Empire Wastewater Treatment Facility. The Developer shall extend sanitary sewer to the west and east plat boundaries at Irvine Trail and Jabiru Path.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and shall be paid by the Developer with the final plat, calculated as follows:

26 units	x \$327.00	= \$8,502.00
Total Units	2025 Unit	Sanitary Sewer Availability Charge
Preserve of Lakeville Fourth	Rate	Preserve of Lakeville Fourth
Addition		Addition

21. WATERMAIN. The Developer shall extend 8-inch public watermain within the development to provide water service to the subdivision. The Developer shall extend watermain from The Preserve Plat boundary on Ixonia Avenue to the site.

22. REMOVAL OF EXISTING ENCROACHMENTS. The Developer shall post a security in the amount of \$66,950.00 with the final plat to ensure the removal of the existing structures, driveways, retaining walls, fences, septic systems and to ensure the abandonment of existing wells on the Subject Property.

23. IXONIA AVENUE IMPROVEMENTS. Development of Preserve Of Lakeville Fourth Addition includes the construction of Ixonia Avenue from 185th Street West to its existing terminus south of the plat boundary. The roadway and drainage design must meet MDOT State Aid requirements, which shall be reviewed with the final construction plans.

The Developer shall construct the necessary turn lanes at 185th Street West and shall provide a cash fee in the amount of \$14,775.51 to ensure construction of the turn lanes.

24. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction will be from Ixonia Avenue until such point that construction traffic access is

possible through 185th Street (CSAH 60). Once the site is accessible from 185th Street (CSAH 60) in coordination with CP 25-04, construction access shall be restricted from Ixonia Avenue.

25. PARKS, TRAILS, AND SIDEWALKS. The Developer shall install 5-foot wide concrete sidewalks, with pedestrian curb ramps, along one side of all other local streets except for Jabiru Court, a Cul-de-Sac. The Developer shall construct 5-foot wide concrete sidewalk along both sides of Ixonia Avenue.

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

26 units	x \$5,832.00	= \$151,632.00
Total Units	2025 Unit	Park Dedication Fee
Preserve of Lakeville Fourth	Rate	Preserve of Lakeville Fourth
Addition		Addition

26. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee in the amount of \$3,450.00 for traffic control signs which is due with the final plat. If the street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each street sign location.

The Developer shall pay a cash fee for one-year of streetlight operating expenses will be paid with the final plat and is calculated as follows:

26 units	x	= \$1,052.48
Total Units	\$40.48/unit	
Preserve of Lakeville Fourth	2025 Unit Rate	Streetlight Operating Fee
Addition		Preserve of Lakeville Fourth
		Addition

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:

26 units	x	= \$1,599.52
Total Units	\$61.52/unit	
Preserve of Lakeville Fourth	2025 Unit Rate	Environmental Resources Fee
Addition		Preserve of Lakeville Fourth
		Addition

28. 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 \$10,375.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

29. TREE PRESERVATION. The plan identifies 548 total trees on site and proposes to save 165 trees (30%). Prior to removals the tree protection or silt fence line must be staked and reviewed by City Staff in the field. Minor changes may result in additional removals or saves based on location or condition of the tree.

All “save” trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance. The Developer is required to post a security for tree preservation on an individual lot basis for each lot containing a “save” significant tree. The security is \$1,500.00 for each lot with a “save” significant tree, and is calculated as follows:

Tree preservation:

Block 1, Lots 1-4

Block 3, Lots 3-4

6 Lots @ \$1,500.00 each = \$9,000.00

Outlots A, B, C = 3 Outlots @ \$1,000.00 each = \$3,000.00

Total = \$12,000.00

30. WETLANDS. The wetland delineation for the site was approved on September 30, 2024. The wetland delineation was completed by Jacobson Environmental. The wetland delineation identified 4 wetlands on the site totaling approximately 1.6 acres. Based on the information provided in the report dated 9/2/2024 and site visit by City staff, the wetland delineation for the area outlined in the report has been determined to be acceptable for use in implementing the Wetland Conservation Act.

A replacement plan was submitted and sent out for review and comment to local, state and federal agencies. The replacement plan identifies a total of 0.17 acres of wetland impacts, mainly for the required road crossing and connection to 185th Street. The comment period closes 3/24/2024. No wetland impacts can occur until final approval of wetland replacement plan and the purchase of wetland credits has been finalized.

All wetlands, wetland buffers, stormwater treatment basins and natural areas will be placed in City owned Outlots. The Developer shall install “Natural Area” signs along adjacent property lines prior to the release of building permits.

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

- A. Implementation of the recommendations listed in the June 16, 2025, Planning Report and June 16, 2025, Engineering Report.
- B. Before the City signs the final plat, the Developer shall convey Outlots A, B, and C to the City by warranty deed, free and clear of any and all encumbrances.
- C. The Developer shall place "Future Street Extension" signs and barricades at the east terminus of Irvine Trail and the west terminus of Jabiru Path.
- 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 \$2,900.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 29 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 \$2,610.00.
- 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 \$7,400.00 and consists of five (5) post-top street lights at \$1,200.00, and one (1) mast arm light 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.

32. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for \$2,651,752.24. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$336,223.55
B. Watermain	342,822.50
C. Storm Sewer/Draintile	452,208.75
D. Streets	799,660.20
E. Erosion Control and Restoration	356,374.00
CONSTRUCTION SUB-TOTAL	\$2,287,289.00

OTHER COSTS:

A. Developer's Design (3.0%)	\$68,618.67
B. Developer's Construction Survey (2.5%)	57,182.23
C. City Legal Expenses (Est. 0.5%)	11,436.45
D. City Construction Observation (Est. 5.0%)	114,364.45
E. City Record Drawings (0.5%)	11,436.45
F. Natural Area Signs	1,800.00
G. Tree Preservation	12,000.00
H. Landscaping	10,375.00
I. Removal of Existing Encroachments	66,950.00
J. Street Lights	7,400.00
K. Lot Corners/Iron Monuments	2,900.00
OTHER COSTS SUB-TOTAL	\$364,463.24
TOTAL SECURITIES:	\$2,651,752.24

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.

34. 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	\$151,632.00	
B. Sanitary Sewer Availability Charge	8,502.00	
C. Storm Sewer Charge	155,296.63	
D. MS4 Administration Fee	7,127.48	
E. Traffic Control Signs	3,450.00	
F. Street Light Operating Fee	1,052.48	
G. Environmental Resources Expenses	1,599.52	
H. City Base Map Updating	2,610.00	
I. City Engineering Administration (3% for letters of credit)	68,618.67	
J. 185 th Street West (CSAH 60) Improvements		<u>14,775.51</u>
TOTAL CASH REQUIREMENTS	\$414,664.29	

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35. 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.

36. 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.

37. 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.

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 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.

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: 21025 Edmonton Avenue, Farmington, MN 55024. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
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.

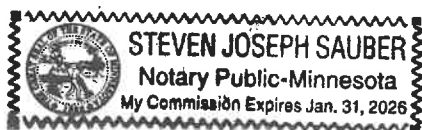
NOTARY PUBLIC

DEVELOPER:
PROGRESSIVE LLC

BY: [Signature]
its Vice-president

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 1st day of July,
2025, by Joseph H. Miller the Vice-president of
PROGRESSIVE LLC, a Minnesota limited liability company, on behalf of said entity.



[Signature: Steve Sauber]
NOTARY PUBLIC

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

**MORTGAGE HOLDER CONSENT
TO
DEVELOPMENT CONTRACT**

21ST CENTURY BANK, a Minnesota banking corporation, which holds a Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement, dated June 2, 2025, filed June 3, 2025, with the Office of the County Recorder, Dakota County, Minnesota, as Document No. **A3678113** between Progressive LLC, a Minnesota limited liability company, and 21st Century Bank, a Minnesota banking corporation, in the original principal amount of \$3,650,000.00 the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this 1st day of July, 2025.

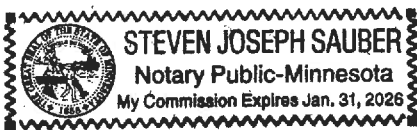
21ST CENTURY BANK

By: Cassandra A. Luna [print name]
Its Avp Homebuilding [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 1st day of July, 2025, by Cassandra A. Luna, the Asst. Vice-President of **21st Century Bank**, a Minnesota corporation, on behalf of said entity.

Steve Sauber
NOTARY PUBLIC



DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
651-4525000
AMP/smt

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as
PRESERVE OF LAKEVILLE FOURTH ADDITION

The East 1/2 of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 114, Range 20, Dakota County, Minnesota.

Abstract Property

And

The West Half of the West Half of the Northwest Quarter of the Southeast Quarter of Section 18, Township 114, Range 20, Dakota County, Minnesota.

Abstract Property

[Platted as Preserve Of Lakeville Fourth Addition, Dakota County, Minnesota.]



Memorandum

To: Tina Goodroad, Community Development Director
From: Heather Botten, Senior Planner
Date: June 16, 2025
Subject: Preserve of Lakeville Fourth Addition Final Plat
ACTION DEADLINE: July 7, 2025

BACKGROUND

Progressive, LLC has submitted a final plat application and plans for Preserve of Lakeville Fourth Addition consisting of 26 single-family residential lots and three outlots. The preliminary plat was reviewed under the name Pumpkin Creek and was approved by the City Council on April 21, 2025. The area of the plat includes two parcels totaling 20.03 acres. The Preserve of Lakeville Fourth Addition is generally located east of Kenwood Trail (CSAH 50), west of Ipava Ave and south of 185th Street (CSAH 60).

EXHIBITS:

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

PLANNING ANALYSIS

Existing Conditions. The development site consists of two parcels that included single-family homes and accessory buildings. The existing structures are planned to be removed from the property for the development of the parcels. Any and all wells on the property shall be capped and septic systems removed in compliance with code requirements. The properties include large stands of mature trees and wetlands.

Zoning. The property is zoned RS-3 Single Family Residential District. The RS-3 zoning district is consistent with the low-density residential land classification in the 2040 Comprehensive Plan.

Lot Area. Single family lots within the RS-3 District are required to provide a minimum lot area of 11,000 square feet for interior lots and 12,500 square feet for corner lots. The area of the lots within the Preserve of Lakeville Fourth Addition final plat meet the minimum square footage required.

Lot Width/Depth. The following minimum lot size requirements of the RS-3, Single-Family Residential District pertain to the plat:

	Lot Width (Interior)	Lot Width (Corner)	Buffer Yard Lot Width	Buffer Yard Lot Depth
RS-3	85 feet	100 feet	110 feet	150 feet

Outlots. There are three outlots totaling 5.68 acres in the proposed plat. All three outlots, consisting of wetlands and a stormwater management basin, will be deeded to the City with the final plat.

Density/Average Lot Size. The proposed plat consists of 26 single-family lots on 20.03 acres. This results in a gross density of 1.30 units per acre. Excluding arterial street right-of-way, wetlands, wetland buffers, and stormwater management ponds, the net density is 1.81 units per acre.

Streets. The final plat includes construction and connection of a minor collector street, Ixonia Avenue and local street, Irvine Trail. The plat will also include a new local street and cul-de-sac to be known as Jabiru Path and Jabiru Court. The Developer shall place “Future Street Extension” signs and barricades at the east terminus of Irvine Trail and the west terminus of Jabiru Path.

Sidewalks/Trails. The developer will construct five-foot wide concrete sidewalks as required along one side of all streets in the development.

Grading, Drainage, Erosion Control, and Utilities. The final plat submittal 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 June 16, 2025 engineering report prepared by Michael Kutz, Civil Engineer and Mac Cafferty, Environmental Resources Manager.

Wetlands. The wetland delineation identified four wetlands on the site totaling approximately 1.6 acres. Based on the information provided in the report dated September 2, 2024 and a site visit by City staff, the wetland delineation for the area outlined in the report has been determined to be acceptable for use in implementing the Wetland Conservation Act. The information and data have been incorporated into the final plat plans. Mac Cafferty, Environmental Resources Manager, has reviewed the wetland delineation report.

Landscaping. The landscape plan for the residential buffer yard is consistent with the Pumpkin Creek preliminary plat approval. All landscaping shall comply with the minimum size

requirements found in Section 11-21-9 of the City Code. All landscaping shall be warranted for one year and guaranteed by financial security in the development contract at the time of final plat. Prior to a final landscape inspection, an as-built landscape plan must be submitted to the City.

Tree Preservation. A tree preservation plan was submitted by the developer. The plan identifies 548 significant trees on site and proposes to save 127 trees (23%). Prior to removals the tree protection or silt fence line must be staked and reviewed by City Staff in the field. The Environmental Resources Manager and City Forester have reviewed the tree preservation plan.

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 cash rate for low density residential properties is \$5,832 per lot. The Developer shall pay \$151,632 in park dedication fees with the final plat (26 units x \$5,832).

Signs. No subdivision identification signs are approved with the plat. All signs require a permit and shall comply with the Zoning Ordinance.

Plat Commission. The Dakota County Plat Commission reviewed and approved the preliminary and final plat at their October 25, 2024 meeting.

RECOMMENDATION

Community Development staff recommends approval of the Preserve of Lakeville Fourth Addition final plat, subject to the following stipulations:

1. The final plat is approved subject to the developer entering into a development contract, submittal of security requirements, and the recommendations listed in the June 16, 2025 Engineering Memo and any subsequent correspondence.
2. The developer shall pay \$151,632 in park dedication fees with the final plat.
3. All landscaping shall comply with the minimum size requirements found in Section 11-21-9 of the City Code. Prior to a final landscape inspection, an as-built landscape plan must be submitted to the City.
4. Prior to tree removals the tree protection or silt fence line must be staked and reviewed by City Staff in the field.
5. Any existing wells and septic systems shall be removed with the development of this plat.
6. The Developer shall place "Future Street Extension" signs and barricades at the east terminus of Irvine Trail and the west terminus of Jabiru Path.



Memorandum

To: Heather Botton, Senior Planner

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

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

Date: June 16, 2025

Subject: Preserve of Lakeville Fourth Addition

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

BACKGROUND

Progressive LLC has submitted a final plat named Preserve of Lakeville Fourth Addition. The proposed subdivision is located south of and adjacent to 185th Street (CSAH 60), north of and adjacent to The Preserve of Lakeville 3rd Addition. The parent parcels consist of two metes and bounds parcels (PID Nos. 220180081012 and 220180081011), zoned RS-3 (Single Density Residential).

The final plat consists of twenty-six (26) single-family lots within five (5) blocks, and three (3) outlots on 20.03 acres. The Developer is dedicating 1.28 acres as 185th Street right-of-way.

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

- Outlot A: Wetland and buffers; to be deeded to the City (0.13 acres)
- Outlot B: Wetland and buffers; to be deeded to the City (0.54 acres)
- Outlot C: Wetland and buffers, stormwater management basins; to be deeded to the City (5.01 acres)

The proposed development will be completed by:

Developer:	Progressive LLC
Engineer/Surveyor:	Civil Site Group

SITE CONDITIONS

The Preserve of Lakeville Fourth Addition site is mostly vacant land containing several homesteads, delineated wetlands, trees and drainageways. An existing building (homestead) and accessory buildings were located on both parent parcels. The site is located within the Lake Marion Stormwater District.

The Developer shall remove all existing site encroachments, buildings, septic systems, retaining walls, driveways, fences and abandon existing wells on the parent parcels. A security will be required with the final plat for the removal of the existing improvements on the site.

STREET AND SUBDIVISION LAYOUT

185th Street (CSAH 60)

Preserve of Lakeville Fourth Addition is located south of and adjacent to 185th Street, a minor arterial County highway, as identified in the City's Transportation Plan. 185th Street is currently constructed as a two-lane undivided rural roadway. 185th Street is scheduled for improvements in 2025 (City project 25-04). These improvements will improve this roadway as a future four-lane divided urban roadway over its entire length adjacent to the plat with trails on both sides of the roadway. A 14-foot right turn lane is scheduled to be installed on 185th Street West and shall be coordinated to be installed in conjunction with the County Project. The current Dakota County Plat Review Needs Map indicates a half right-of-way requirement of 75-feet. The Developer is dedicating the necessary right-of-way as shown on the final plat.

Ixonia Avenue

Preserve of Lakeville Fourth Addition includes the construction of Ixonia Avenue from 185th Street to its existing terminus south of the plat boundary. Ixonia Avenue is a minor collector roadway as identified in the City's Transportation Plan. Ixonia Avenue will provide access to 185th Street and will provide a roadway connection for existing residential neighborhoods to the south. Ixonia Avenue is designed as a 40-foot-wide two-lane urban roadway within 80 feet of right-of-way. 5-foot sidewalk will be constructed along both sides of the roadway. The roadway and drainage design must meet MnDOT State Aid requirements, which will be reviewed with the final construction plans. The Developer shall construct the necessary turn lanes at 185th Street. Security will be required with the final plat for construction of the turn lanes.

Irvine Trail

Development of Preserve of Lakeville Fourth Addition includes the construction and extension of Irvine Trail, a local street. Irvine Trail is designed as 32-foot-wide urban roadways

with five-foot sidewalk along one side of the street. The roadway will provide future access to the existing Irvine Trail to the east.

Jabiru Path

Development of Preserve of Lakeville Fourth Addition includes the construction and extension of Jabiru Path, a local street. Jabiru Path is designed as 32-foot-wide urban roadways with five-foot sidewalk along one side of the street. The roadway will provide future access to Jasmine Way to the west.

Jabiru Court

Development of Preserve of Lakeville Fourth Addition includes the construction of Jabiru Court, a local cul-de-sac roadway. The cul-de-sac street is designed as 32-foot-wide urban roadways within 60-feet of right-of-way.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from Ixonia Avenue until such point that construction traffic access is possible through 185th Street (CSAH 60). Once the site is accessible from 185th Street (CSAH 60) in coordination with CP 25-04, construction access shall be restricted from Ixonia Avenue.

PARKS, TRAILS AND SIDEWALKS

Development of Preserve of Lakeville Fourth Addition includes the construction of public sidewalks. Five-foot wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of all local streets except for Jabiru Court a cul-de-sac. Five-foot wide concrete sidewalk will be constructed along both sides of Ixonia Avenue.

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

26 units	x \$5,832.00	= \$151,632.00
Total Units	2025 Unit Rate	Park Dedication Fee
Preserve of Lakeville Fourth Addition		Preserve of Lakeville Fourth Addition

UTILITIES

SANITARY SEWER

Preserve of Lakeville Fourth Addition is located within subdistrict ML-72200 of the Marion Lake sanitary sewer district as identified in the City's Sewer Plan. Development of Preserve of Lakeville Fourth Addition includes the extension of public sanitary sewer. Eight-inch sanitary sewer will be constructed within the subdivision and connect to the existing sewer stubs within The Preserve development on Ixonia Avenue.

The wastewater from the development will be conveyed via existing trunk sanitary sewer to the MCES Elko/New Market Interceptor and continue to the Empire Wastewater Treatment Facility. The Developer shall extend sanitary sewer to the west and east plat boundaries at Irvine Trail and Street B.

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

26 units	x \$327.00	= \$8,502.00
Total Units	2025 Unit Rate	Sanitary Sewer Availability Charge
Preserve of Lakeville Fourth Addition		Preserve of Lakeville Fourth Addition

WATERMAIN

Development of The Preserve includes the extension of public watermain. 8-inch watermain will be extended within the development to provide water service to the subdivision. The Developer shall extend watermain from The Preserve Plat boundary on Ixonia Avenue to the site.

OVERHEAD LINES

There are no overhead utility lines located on the existing parcel.

DRAINAGE AND GRADING

Preserve of Lakeville Fourth Addition is located within subdistrict ML-46 of the Marion Lake stormwater district as identified in the City's Water Resources Management Plan.

Development of Preserve of Lakeville Fourth Addition includes the construction of public stormwater management basins to collect and treat the stormwater runoff generated from the site. The basins will provide water quality treatment and rate control of the stormwater runoff generated from the subdivision. The basins in Outlot C will outlet to the existing wetland to the west of Ixonia Avenue. The stormwater management basins design shall be consistent with City requirements. The stormwater management basins will be located within Outlot C which will be deeded to the City with the final plat.

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

Preserve of Lakeville Fourth Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre

being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

STORM SEWER

Development of Preserve of Lakeville Fourth Addition 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 located within Outlot C.

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

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

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

872,453 s.f.	x \$0.178/s.f.	= \$155,296.63
Net Area	2025 Unit Rate	Storm Sewer Charge
Preserve of Lakeville Fourth Addition		Preserve of Lakeville Fourth Addition

FEMA FLOODPLAIN ANALYSIS

Preserve of Lakeville Fourth Addition is shown on the Flood Insurance Rate Map (FIRM) as Zone X by the Federal Emergency Management Agency (FEMA) as shown on flood map 27037C0192E. 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 September 30, 2024. The wetland delineation was completed by Jacobson Environmental. The wetland delineation identified 4 wetlands on the site totaling approximately 1.6 acres. Based on the information provided in the report dated 9/2/2024 and site visit by City staff, the wetland delineation for the area outlined in the report has been determined to be acceptable for use in implementing the Wetland Conservation Act.

A replacement plan was submitted and sent out for review and comment to local, state and federal agencies. The replacement plan identifies a total of 0.16 acres of wetland impacts,

mainly for the required road crossing and connection to 185th Street. The wetland replacement plan was approved 3/26/2025.

All wetlands, wetland buffers, stormwater treatment basins and natural areas will be placed in City owned Outlots. Natural Area signs will be placed along adjacent property lines and will be installed by the developer prior to building permits being released (12 locations).

TREE PRESERVATION

The plan identifies 548 total trees on site and proposes to save 127 trees (23%). Prior to removals the tree protection or silt fence line must be staked and reviewed by City Staff in the field. Minor changes may result in additional removals or saves based on location or condition of the tree.

All “save” trees that are damaged or removed will require replacement at a ratio of 2:1 per the Lakeville Subdivision Ordinance. The Developer is required to post a security for tree preservation on an individual lot basis for each lot containing a “save” significant tree. The security is \$1,500 for each lot with a “save” significant tree and \$1,000 for each outlot with a “save” significant tree and is calculated as follows:

Tree preservation

Block 1 Lots 1-4

Block 3 Lots 3-4

6 Lots @ \$1,500.00 each = \$9,000

Outlots A, B, C

6 Outlots @ \$1,000.00 each = \$3,000

Total = \$12,000

EROSION CONTROL

The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. The Developer must obtain permit coverage prior to construction. Redundant silt fence is required along all wetlands that do not have a 50-foot buffer. The location of the silt fence will be staked in the field and reviewed by city staff prior to any grading.

The developer shall be responsible for the establishment of native vegetation within Outlots B and C. This will require a minimum of 2-3 years of maintenance to ensure full establishment. A management plan including a schedule for maintenance must be submitted to the City for review once native seeding is completed. Security shall be held for native vegetation establishment and restoration in the Outlots until fully established.

Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the developer. A preconstruction meeting shall be held with the City prior to the issuance of a grading permit.

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

\$356,374.00	x 2% Grading Costs	= \$7,127.48
Grading Cost	2025 Rate	MS4 Administration Fee
Preserve of Lakeville		Preserve of Lakeville Fourth
Fourth Addition		Addition

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Preserve at Lakeville Fourth Addition. Construction costs are based upon estimates submitted by the Developer's engineer on May 29, 2025.

CONSTRUCTION COSTS

Sanitary Sewer	\$ 336,223.55
Watermain	342,822.50
Storm Sewer	452,208.75
Street Construction	799,660.20
Erosion Control and Restoration	356,374.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 2,287,289.00

OTHER COSTS

Developer's Design (3.0%)	\$68,618.67
Developer's Construction Survey (2.5%)	57,182.23
City's Legal Expense (0.5%)	11,436.45
City Construction Observation (5.0%)	114,364.45
Developer's Record Drawing (0.5%)	11,436.45
Natural Area Signs (12 locations)	1,800.00
Tree Preservation	12,000
Landscaping	10,375
Removal of Existing Site Remnants	66,950.00
Streetlights	7,400.00
Lot Corners/Iron Monuments	2,900.00
SUBTOTAL - OTHER COSTS	\$364,463.24
TOTAL PROJECT SECURITY	\$2,651,752.24

The streetlight security totals \$7,400 which consists of one (1) mast-arm streetlight at \$1,400 each and five (5) 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

\$2,900.00. 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 \$3,450.00 cash fee for traffic control signs is due with Preserve at Lakeville Fourth Addition. If the street signs are installed during frost conditions, the developer shall pay an additional \$150.00 for each street sign location.

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

26 units	x \$40.48/unit	= \$1,052.48
Total Units	2025 Unit Rate	Streetlight Operating Fee
Preserve of Lakeville Fourth Addition		Preserve of Lakeville Fourth Addition

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

26 units	x \$61.52/unit	= \$1,599.52
Total Units	2025 Unit Rate	Environmental Resources Fee
Preserve of Lakeville Fourth Addition		Preserve of Lakeville Fourth 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:

29 lots	x \$90.00/Lot	= \$2,610.00
Total Lots/Outlots	2025 Unit Rate	Property Data & Asset/Infrastructure Mgmt. Fee
Preserve of Lakeville Fourth Addition		Preserve of Lakeville Fourth Addition

The Developer will 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 will 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 \$68,618.67.

CASH REQUIREMENTS

Park Dedication	\$151,632.00
Sanitary Sewer Availability Charge	8,502.00
Storm Sewer Charge	155,296.63
MS4 Administration Fee	7,127.48
Traffic Control Signs	3,450.00
Streetlight Operating Fee	1,052.48

Environmental Resources Management Fee	1,599.52
City Base Map Updating Fee	2,610.00
City Engineering Administration (3.00%)	68,618.67
185 th Street West (CSAH 60) Improvements	14,775.51
SUBTOTAL CASH REQUIREMENTS	\$414,664.29

RECOMMENDATION

Engineering recommends approval of the final plat, grading and erosion control plan, utility plan and tree preservation plan for Preserve of Lakeville Fourth Addition, subject to the requirements and stipulations within this report.

JAEGER PATH

IXONIA AVE

ITALY AVE

185TH ST (CSAH 60)

Development
Area

IRVINE WAY

188TH ST

189TH ST

IXONIA AVE

190TH ST

N

City of Lakeville
Preserve of
Lakeville Fourth
Addition
Final Plat
Location Map

EXHIBIT A

PRESERVE OF LAKEVILLE FOURTH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Progressive LLC, a Minnesota limited liability company, fee owner of the following described property:

The East 1/2 of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 114, Range 20, Dakota County, Minnesota.

AND

The West 1/2 of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 114, Range 20, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as PRESERVE OF LAKEVILLE FOURTH ADDITION and does hereby dedicate to the public, for public use, the public ways and the drainage and utility easements as created by this plat.

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

Progressive LLC

By: _____

Its _____

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me

this _____ day of _____, 20____.

By: _____, the _____

of Progressive LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, Signature Notary Public, Printed Name

Notary Public _____ County, _____

My Commission Expires: _____

SURVEYORS CERTIFICATE

I Rory L. Synstallen, 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 the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Rory L. Synstallen, Land Surveyor
Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me

this _____ day of _____, 20____.

by Rory L. Synstallen, a Licensed Land Surveyor.

Notary Public, Signature Notary Public, Printed Name

Notary Public _____ County, _____

My Commission Expires: _____

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

This plat was approved by the City Council of the City of Lakeville, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and hereby certifies compliance with all the requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor

By: _____, 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 _____, 20____.

By: _____
Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 12th day of November, 2024, the Board of Commissioners of Dakota County, Minnesota, approved this plat of PRESERVE OF LAKEVILLE FOURTH ADDITION and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____, Dakota County Board Chair

By: _____, Dakota County Treasurer-Auditor

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

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

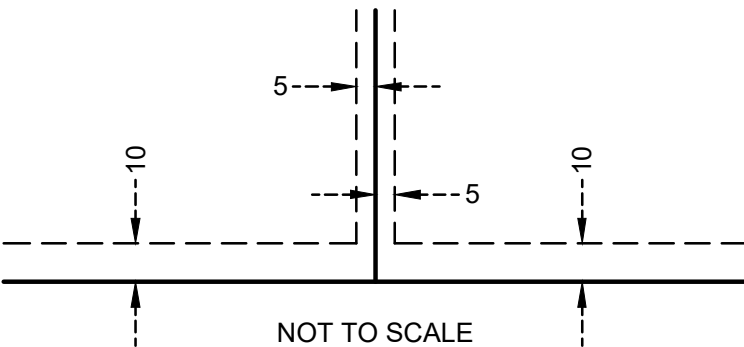
By: _____
Amy A. Koethe, Director, Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

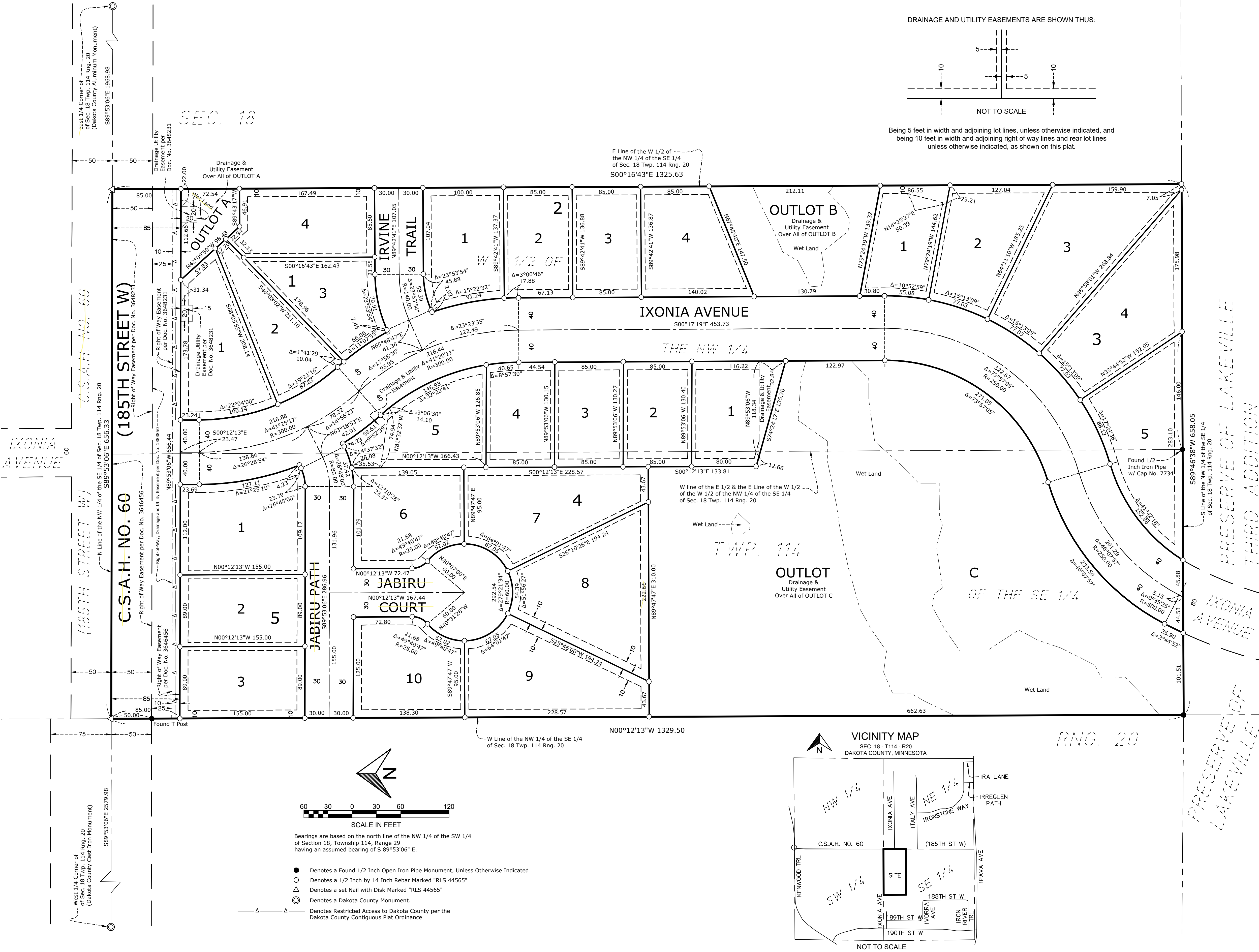
I hereby certify that this plat of PRESERVE OF LAKEVILLE FOURTH ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____ M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

By: _____
Amy A. Koethe, County Recorder

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines, unless otherwise indicated, and being 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise indicated, as shown on this plat.



PRELIMINARY PLAT: PUMPKIN CREEK

Pumpkin Creek
9920 & 9940 185th St W, Lakeville, Dakota County, MN 55044
GVL
6001 Glenwood Ave, Golden Valley, MN 55422

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.

RORY L. SYNSTELIEN
DATE 9-4-2024 LICENSE NO. 44565

Q/A/QC
FIELD CREW
DRAWN BY CJ
REVIEWED BY RS
UPDATED BY



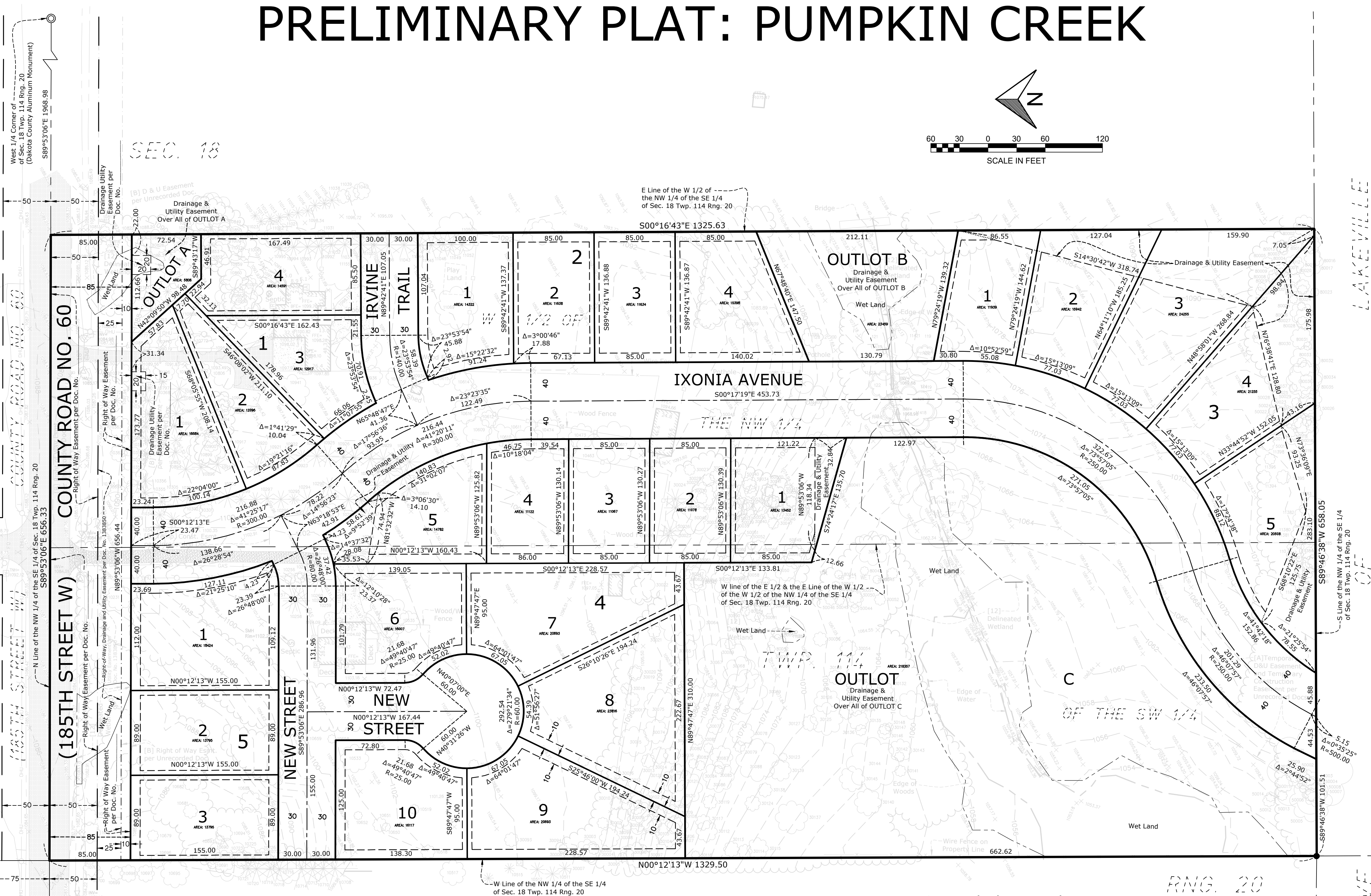
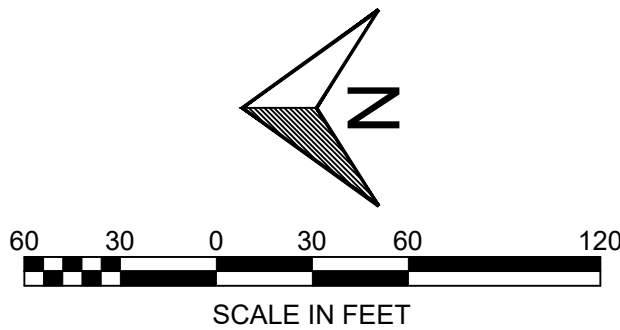
REVISION SUMMARY	
DATE	DESCRIPTION
10-8-2024	Add Small Wetland
1-3-2025	Lot Configuration
8-1-2025	Easements

PROJECT NO.: 19152

PRELIMINARY PLAT

V2.0

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PRELIMINARY PLAT GENERAL NOTES

PROPERTY DESCRIPTION:

Parcel 1: The East 1/2 of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 114, Range 20, Dakota County, Minnesota.
Abstract Property.

AND

Parcel 2: The West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 18, Township 114, Range 20, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.
Abstract Property.

DATE OF PREPARATION:
9-4-2024

Please note that the background survey information is per a survey performed by us dated 10-3-2019 (last revised 12-17-2024).

APPLICANT:

Peter Knaeble
6001 Glenwood Avenue
Golden Valley, MN 55422
612-309-9215
peterknaeble@gmail.com

BENCHMARKS:

Elevations are based on the NGVD 29 Datum. Site Benchmark is the top nut hydrant, located in the Northwest quadrant of 185th St W and Ixonia Ave, as shown hereon.
Elevation = 1092.12.

AREAS:

The Gross existing land area is 872,453 +/- square feet or 20.029 +/- acres.
Proposed Right of Way Areas:
County Road No. 60 (185th St W): 55,792 +/- square feet or 0.128 +/- acres.
Interior Streets: 161,018 +/- square feet or 3.696 +/- acres.
See graphics for individual lot areas.

FLOOD ZONE:

This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27037C0192E, effective date of December 2, 2011.

Rory L. Synsteliem
rory@civilsitegroup.com
Minnesota License No. 44565

Linetype & Symbol Legend

—E—E—	ELECTRIC LINE	⊞	AIR CONDITIONER	⊞	UTILITY VAULT
---E---E---	ELECTRIC LINE (RECORD)	⊞	CABLE TV BOX	⊞	UTILITY MANHOLE
—F—F—	FIBER/COMM. LINE	⊞	ELECTRIC MANHOLE	⊞	ELECTRICAL OUTLET
---F---F---	FIBER/COMM. LINE (RECORD)	⊞	ELECTRIC TRANSFORMER	⊞	HAND HOLE
—G—G—	GASMAIN	⊞	ELECTRICAL METER	⊞	BOLLARD
---G---G---	GASMAIN (RECORD)	⊞	FIBER/COMM. MANHOLE	⊞	FLAG POLE
—OH—OH—	OVERHEAD UTILITIES	⊞	POWER POLE	⊞	FUEL TANK
—>—>—	SANITARY SEWER	⊞	GUY WIRE	⊞	HANDICAP SYMBOL
--->--->---	SANITARY SEWER (RECORD)	⊞	GAS METER	⊞	LIGHT POLE
—>>—>>—	STORM SEWER	⊞	GAS MANHOLE	⊞	MAIL BOX
--->>--->>---	STORM SEWER (RECORD)	⊞	GAS VALVE	⊞	SIGN
—T—T—	TELEPHONE LINE	⊞	ROOF DRAIN	⊞	CONIFEROUS TREE
---T---T---	TELEPHONE LINE (RECORD)	⊞	SEWER CLEAN OUT	⊞	DECIDUOUS TREE
—W—W—	WATERMAIN	⊞	SANITARY MANHOLE	⊞	SOIL BORING
---W---W---	WATERMAIN (RECORD)	⊞	STORM MANHOLE	⊞	FOUND IRON MONUMENT
—X—X—	CHAINLINK FENCE LINE	⊞	CATCH BASIN	⊞	SET OR TO BE SET IRON MONUMENT
—□—□—	WOODEN FENCE LINE	⊞	FLARED END SECTION	⊞	CAST IRON MONUMENT
—//—//—	IRON FENCE LINE	⊞	TELEPHONE BOX		
—○—○—	GUARDRAIL	⊞	TELEPHONE MANHOLE		
—Δ—Δ—	ACCESS RESTRICTION	⊞	TRAFFIC SIGNAL		
⊞	CONCRETE SURFACE	⊞	HYDRANT		
⊞	PAVER SURFACE	⊞	FIRE CONNECTION		
⊞	BITUMINOUS SURFACE	⊞	POST INDICATOR VALVE		
⊞	GRAVEL/LANDSCAPE SURFACE	⊞	WATER MANHOLE		
		⊞	WATER VALVE		
		⊞	WELL		



Date: 7/7/2025

Assignment of Development Contract for the plat of Muller Family Theatre Second Addition

Proposed Action

Staff recommends adoption of the following motion: Move to approve the assignment of a development contract for Muller Family Theatre Second Addition

Overview

Lot 1, Block 1, Muller Family Theatre Second Addition is under contract to be sold. Paragraph 33(K) of the Development Contract prohibits Developer from assigning the Development Contract without the written permission of the City Council. No development has taken place on the property. Therefore, the new owners are bound by the terms of the Development Contract to the same extent as if they had been the original party to the Contract.

Supporting Information

1. Assignment Resolution
2. Signed Assignment

Financial Impact: N/A Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Heather Botten, Senior Planner
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**CITY OF LAKEVILLE
RESOLUTION NO. 25-____**

RESOLUTION APPROVING AN ASSIGNMENT OF A DEVELOPMENT CONTRACT

WHEREAS, the City Council approved a Development Contract for the plat of Muller Family Theare Second Addition on December 4, 2017;

WHEREAS, Lot 1, Block 1, Muller Family Theatre Second Addition is under contract to be sold;

WHEREAS, Paragraph 33(K) of the Development Contract prohibits Developer from assigning the Development Contract without the written permission of the City Council;

WHEREAS, the new owners are bound by the terms of the Development Contract to the same extent as if they had been the original party to the Contract;

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

1. The Assignment is hereby approved; and
2. The Mayor and City Clerk are hereby authorized to sign the certificate.

ADOPTED by the Lakeville City Council this 7th day of July 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 16th day of June **2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky
City Clerk

(SEAL)

Prepared by:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

ASSIGNMENT

THIS ASSIGNMENT (“Assignment”) made this ____ day of _____, 2025 (“Effective Date”), by, between and among the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), **MULLER FAMILY THEATRES**, a Minnesota Partnership (“Developer”), and **KEOKUK PROPERTIES, LLC**, a Minnesota limited liability company (“Successor Developer”).

RECITALS

A. The City approved a development contract on December 4, 2017 with the Developer, filed on December 20, 2017 with the Dakota County Recorder’s Office as Document No. 3228955 (“Development Contract”).

B. Developer, as seller, and Successor Developer, as buyer, entered into that certain Purchase Agreement dated April 11, 2025, for the purchase of the property, by Successor Developer, legally described as Lot 1, Block 1, Muller Family Theatre Second Addition, Dakota County, Minnesota, according to the recorded plat thereof (“Property”).

C. Developer has requested the Development Contract be assigned to Successor Developer for the Property.

D. Successor Developer has requested to assume the rights and obligations of the Development Contract.

E. Paragraph 33(K) of the Development Contract prohibits Developer from assigning the Development Contract without written permission of the City Council.

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

1. ASSIGNMENT AND ASSUMPTION. Developer hereby assigns, transfers, conveys, and sets over unto Successor Developer all of the rights and obligations to and under the Development Contract subject to the terms of this Assignment. Successor Developer hereby accepts

the foregoing assignment and assumes and agrees to be bound by the terms of the Development Contract on the part of the developer therein required to be performed, from and after the Effective Date. Developer covenants and agrees to be responsible for and reimburse Successor Developer for any and all loss, liability, claims or causes of action arising from or relative to the Development Contract accruing prior to the Effective Date. Successor Developer covenants and agrees to be responsible for and reimburse Developer for any and all loss, liability, claims or causes of action arising from or relative to the Development Contract accruing from or after the Effective Date. Successor Developer shall be responsible for the City's legal expenses (other than attorneys' fees) related to this Assignment.

2. BINDING EFFECT. Successor Developer agrees to be bound by the Development Contract to the same extent as if it had been the original party to the Development Contract.

3. CERTIFICATE OF INSURANCE AND CASH ESCROW. Successor Developer shall provide to the City, on or before the Effective Date, the following: (i) a certificate of insurance in the amount and on the form required by the Development Contract; and (ii) a cash escrow from a bank reasonably acceptable to the City for \$70,750.00, as required by the Development Contract, replacing the cash furnished by Developer. Within fourteen (14) days of the City's receipt of the cash escrow from Successor Developer, the City shall return to Developer the cash furnished by Developer.

4. REPRESENTATIONS AND WARRANTIES. The City represents and warrants that there are no existing violations of the Development Contract, no assessments, no unpaid costs or expenses on the part of the Property or Developer pursuant to the Development Contract, nor are there any violations that with the passing of time that would lead to fines.

5. NOTICES. Required notices to the Successor Developer shall be in writing, and shall be either hand delivered to Successor Developer, its employees or agents, or mailed to Successor Developer by registered mail at the following address:

Keokuk Properties, LLC
c/o Anderson Property Management & Parkwood Properties, LLC
4902 Lincoln Drive
Edina, MN 55436
Attn: Martha Anderson

6. COUNTERPARTS. This Assignment may be executed in one or more counterparts, each of which is deemed an original, but all of which when taken together will constitute one agreement.

7. RECORDING. This Assignment may be recorded against the Property and is binding upon the parties, their successors, heirs, and assigns.

8. GOVERNING LAW. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

[Remainder of page intentionally left blank]
[Signature pages to follow]

CITY OF LAKEVILLE

BY: _____
Luke Hellier, Mayor

(SEAL)

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
 (ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

DEVELOPER:

MULLER FAMILY THEATRES

By: [Signature]

Print Name: Robert J Muller

Its: Partner

STATE OF MINNESOTA)
 (ss.
COUNTY OF Wright)

The foregoing instrument was acknowledged before me this 18 day of June, 2025, by Robert J Muller, the Partner of Muller Family Theatres, a Minnesota partnership on behalf of the partnership.

[Signature]
NOTARY PUBLIC



SUCCESSOR DEVELOPER:

KEOKUK PROPERTIES, LLC

By: Amie Heddle

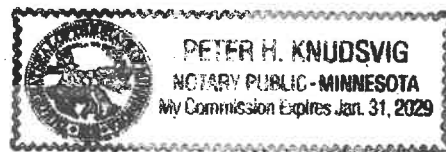
Print Name: Amie Heddle

Its: Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 18th day of June, 2025, by Amie Heddle, the Manager of Keokuk Properties, LLC, a Minnesota limited liability company on behalf of the company.

Peter H. Knudsvig
NOTARY PUBLIC



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



Date: 7/7/2025

Contract for Overhead Coiling Door Repairs at the Water Treatment Plant

Proposed Action

Staff recommends adoption of the following motion: Move to approve contract with W.L. HALL Co. to make repairs to the overhead coiling doors at the Water Treatment Facility.

Overview

During recent testing at the Lakeville Water Treatment Facility, all six overhead coiling doors were found to be malfunctioning. These doors are required to descend at a controlled and safe rate in the event of a fire; however, all six failed to operate as intended.

Following the inspection, the contractor recommended replacing the existing spring-operated mechanisms with electric operators to ensure proper functionality and compliance with fire safety codes. City staff solicited quotes from multiple contractors and determined that only one qualified and reasonable vendor is available to complete the work. The current doors are only compatible with a McKeon retrofit operator, and W.L. Hall is the local-authorized dealer and certified installer for this equipment. In addition to installing the retrofit operators, W.L. Hall will complete other necessary code-related repairs.

To support the new electric operators, City staff will also contract with a licensed electrician to install the required power supply connections. A \$5,000 allowance is recommended to cover the cost of this electrical work.

Supporting Information

1. Contract
2. Quote

Financial Impact: \$38,660.00 **Budgeted:** No **Source:** Utilities Major Maintenance 7602.6295

Envision Lakeville Community Values: Good Value for Public Services
Safety throughout the Community

Report Completed by: Tom Breeggemann Facility Supervisor

AGREEMENT

AGREEMENT made this 7th day of July 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **W.L. HALL CO.** ("Contractor").

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

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

- A. This Agreement.
- B. Contractor's Proposal No. 5186 (Exhibit A)

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

2. SCOPE OF SERVICES. The Contractor shall provide the goods, services, and perform the work set forth in the Contract Documents. Specifically, the Contractor agrees to repair overhead coiling doors that were identified as faulty during the most recent inspection. The Work primarily consists of furnishing and installing McKeon FS retrofit operators on six (6) overhead coiling doors located at the Lakeville Water Treatment Facility, 18400 Ipava Avenue, Lakeville, MN 55044 (the "Work"). Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary.

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

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

5. PROMPT PAYMENT TO SUBCONTRACTORS.

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

to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

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

6. RIGHTS AND REMEDIES.

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

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

7. CONDITION/INSPECTION/REMEDY.

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

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

8. CHANGES TO WORK. Without invalidating the Contract, the City may, at any time, or from time to time, order additions, deletions or revisions in the work provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in the Contract Price shall be based upon the prices identified in the fee schedule provided in the Contractor's Proposal or negotiated between the parties based on similar work provided in the Proposal.

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

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

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

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

13. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

E. Subcontracts:

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

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

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

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

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this

Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

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

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Professional Liability

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

Automobile Liability

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

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

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

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

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

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

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

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

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

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

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

19. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

20. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

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

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

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

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

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

Dated: July 7th, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND: _____
Ann Orlofsky, City Clerk

Dated: July 7th, 2025

W.L. HALL CO.

BY: Brian Haugdahl
Its Brian Haugdahl, Director of the Service Division



QUOTE ID: 5186
 SERVICE: Lakeville Water Treatment Facility
 LOCATION:
 STREET: 18400 Ipava Ave
 CITY: Lakeville, MN 55044

CONTACT: Tom Breeggemann
 tbreeggemann@lakevillemn.org
 DATE SUBMITTED: 06/26/2025
 PREPARED BY: Frenzel, Steven

DESCRIPTION:

Post 2025 Inspection - Overhead Coiling Fire Door Repairs

RECOMMENDATION:

Perform repairs to deficient Fire Doors to restore proper function and NFPA 80 code compliance.

SCOPE OF WORK:

Main Entry Counter: Fill holes in bottom bar.

North Filter Window Across From Control Center: Install bigger washers and reposition bolts on side rails. Fire caulk side rails. Furnish and install McKeon FS-31 retrofit operator.

South Filter Window Across From Control Center: Install bigger washers and reposition bolts on side rails. Fire caulk side rails. Furnish and install McKeon FS-31 retrofit operator.

Potassium Permanganate: Furnish and install McKeon FS-51 retrofit operator. Re-inspect door for proper operation and NFPA 80 code compliance.

Chlorine Room: Install new fusible link cable assembly and turn buckle. Re-inspect door for proper operation and NFPA 80 code compliance.

Chlorine Feed East Door: Furnish and install McKeon FS-31 retrofit operator. Install new fusible link.

Chlorine Feed South Door: Furnish and install McKeon FS-31 retrofit operator.

Equipment room: Furnish and install McKeon FS-31 retrofit operator.

****This work will require a licensed electrician which is to be provided by the site and not included in this quoted amount. The electrician will need to run power and conduit to all retrofit operators, as well as their corresponding key switches.

TO BE DONE BY CUSTOMER/OTHERS:

Chlorine Room: This door is missing it's fire tag. Customer to supply door fire certificate or supply door manufacture name in order to determine if door can be re-certified.

ITEM	QUANTITY	UNIT PRICE	TOTAL
Main Entry Counter: Fill holes in bottom bar.	1	\$150.00	\$150.00
North Filter Window Across From Control Center: Install bigger washers and reposition bolts on side rails. Fire caulk side rails. Furnish and install McKeon FS-31 retrofit operator.	1	\$5,450.00	\$5,450.00
South Filter Window Across From Control Center: Install bigger washers and reposition bolts on side rails. Fire caulk side rails. Furnish and install McKeon FS-31 retrofit operator.	1	\$5,450.00	\$5,450.00
Potassium Permanganate: Furnish and install McKeon FS-51 retrofit operator. Re-inspect door for proper operation and NFPA 80 code compliance.	1	\$5,860.00	\$5,860.00
Chlorine Room: Install new fusible link cable assembly and turn buckle. Re-inspect door for proper operation and NFPA 80 code compliance.	1	\$300.00	\$300.00
Chlorine Feed East Door: Furnish and install McKeon FS-31 retrofit operator. Install new fusible link.	1	\$5,450.00	\$5,450.00
Chlorine Feed South Door: Furnish and install McKeon FS-31 retrofit operator.	1	\$5,450.00	\$5,450.00
Equipment room: Furnish and install McKeon FS-31 retrofit operator.	1	\$5,450.00	\$5,450.00
Standard trip charge	1	\$100.00	\$100.00

ITEM	QUANTITY	UNIT PRICE	TOTAL
Total			\$33,660.00

SIGNATURE

PRINT NAME

DATE

NOTE: PAYMENT TERMS ARE NET 30 DAYS.

IF PAYING BY CREDIT CARD THERE WILL BE A 3% CONVENIENCE FEE ADDED TO TOTAL

QUOTE ID: 5186
 SERVICE: Lakeville Water Treatment Facility
 LOCATION:
 STREET: 18400 Ipava Ave
 CITY: Lakeville, MN 55044

CONTACT: Tom Breeggemann
 tbreeggemann@lakevillemn.org
 DATE SUBMITTED: 06/26/2025
 PREPARED BY: Frenzel, Steven

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Equipment room: Furnish and install McKeon FS-31 retrofit operator.	1	\$5,450.00	\$5,450.00
Standard trip charge	1	\$100.00	\$100.00

ITEM	QUANTITY	UNIT PRICE	TOTAL
Total			\$33,660.00

SIGNATURE

PRINT NAME

DATE

NOTE: PAYMENT TERMS ARE NET 30 DAYS.

IF PAYING BY CREDIT CARD THERE WILL BE A 3% CONVENIENCE FEE ADDED TO TOTAL



Date: 7/7/2025

No Parking Resolution for Ipava Avenue

Proposed Action

Staff recommends adoption of the following motion: Move to approve a No Parking resolution on the west side of Ipava Avenue from 202nd Street to 203rd Street and on the east side Ipava Avenue from 202nd Street to Indio Path.

Overview

The Marion Fields neighborhood, located south of Antlers Park, continues to experience overflow parking from park patrons during periods of high usage. Although Lakeview Elementary School serves as the designated overflow parking area for the park, the Marion Fields neighborhood is closer in proximity, making it a more convenient option for some visitors.

The Marion Fields neighborhood lacks pedestrian infrastructure, including sidewalks and a pedestrian crosswalk at the intersection of Ipava Avenue and 202nd Street. As a result, discouraging park patrons from parking in this area is recommended to minimize pedestrian safety concerns and neighborhood disruption.

City staff recently met with Marion Fields residents to discuss these parking concerns. Several potential options were explored to reduce the amount of overflow parking on neighborhood streets. As part of the response, an additional sign will be installed on Ipava Avenue just south of 202nd Street to direct park users to the Lakeview Elementary School parking lot. This is in addition to the proposed No Parking area on Ipava Avenue.

Staff recommends the City Council adopt a No Parking resolution for a designated segment of Ipava Avenue, as shown on the attached exhibit.

Supporting Information

1. Resolution
2. No Parking Exhibit

Financial Impact: NA Budgeted: No Source: NA Envision Lakeville Community Values: Safety throughout the Community Report Completed by: Paul Oehme, Public Works Director
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CITY OF LAKEVILLE

RESOLUTION NO. 25-____

Resolution Approving No Parking on Ipava Avenue

WHEREAS, The Marion Fields neighborhood, located south of Antlers Park, continues to experience overflow parking from Antlers Park patrons during periods of high usage: and

WHEREAS, The Marion Fields neighborhood lacks pedestrian infrastructure, including sidewalks and pedestrian crossings infrastructure at the intersection of Ipava Avenue and 202nd Street: and

NOW, THEREFORE, BE IT RESOLVED. By the Lakeville City Council No Parking is established on the west side of Ipava Avenue from 202nd Street to 203rd Street and on the east side Ipava Avenue from 202nd Street to Indio Path

ADOPTED by the Lakeville City Council this 7th day of July 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk





Date: 7/7/2025

Supplemental Agreement for Replacement of Water Treatment Plant Filter Media and Troughs

Proposed Action

Staff recommends adoption of the following motion: Move to approve professional services supplemental agreement with Black & Veatch for the replacement of water treatment filter media and troughs, City Project # 25-23.

Overview

The filter media at the Water Treatment Plant is original to the facility and is due for replacement. This media, composed primarily of anthracite and greensand, plays a critical role in removing iron and manganese from the water. Over time, the media breaks down, leading to more frequent backwashes and reduced overall efficiency in the treatment process.

To improve filter performance and reduce water use during backwashes, staff also recommends replacing the existing U-style troughs with modern, more efficient troughs. This updated design would support simultaneous air-water backwashing, further enhancing the efficiency of the filter cleaning process.

Staff has received a proposal for professional services from Black & Veatch to design the filter media and trough replacements. The scope of work includes design, bidding services, construction administration, and field observation. Black & Veatch was the original designer of the plant and has recently completed a filter media replacement study.

The project is expected to be bid this fall, with construction anticipated to begin in late fall and continue through the winter months.

Supporting Information

1. Supplemental Agreement

Financial Impact: \$186,000 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Paul Oehme, Public Works Director
--

**Lakeville, Minnesota - Water Treatment Plant
Supplemental Agreement
for
Filter Rehabilitation**

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 (B&V), dated September 20, 2021.

The City of Lakeville, Minnesota (City) owns and operates the Lakeville Water Treatment Plant (WTP). The Lakeville WTP is a direct filtration groundwater treatment plant rated for 26.5 million gallon per day (mgd). The existing filters, comprised of anthracite and greensand for iron and manganese removal, is experiencing breakdown of media and require replacement. Additionally, to improve filter operations and reduce washwater requirements, the City is interested in replacing the existing U-Style trough with media retaining style troughs that would allow for simultaneous air-water backwashing.

The tasks for this scope of services include the following:

Task 101 – Project Administration

Provide administration and management of work tasks. Review ongoing activities. Monitor schedule and budget. Prepare and submit monthly invoices. Review progress with the City on a regular basis and discuss issues as they are noted.

Task 102 – Design Definition

Visit the City's Water Treatment Plant to discuss historical degradation of filter media and to observe backwash procedures.

Conduct a site visit with the City to Tonka Equipment or another water treatment facility to observe media retaining troughs.

Develop a brief Technical Memorandum to confirm project design elements:

- Describe existing filters, operational procedures, and existing media depths
- Conduct Alternatives Analysis
 - Media Retaining Skirts
 - Media Retaining Troughs
- Develop recommended filter equipment and media modifications
- Develop trough arrangement and quantity
- Evaluate hydraulic profile for new filter media and trough arrangement
- Define equipment type, materials of construction, and available manufacturers

- Define operational changes to control system to improve backwash and filter performance.
- Develop a Class V opinion of probable construction cost

Deliver draft TM to the City and conduct a review workshop to discuss and collect any City comments. Incorporate City comments and deliver a final TM. Provide final TM to the Minnesota Department of Health (MDH) and review meeting to discuss any comments. Address TM comments prior to proceeding to detailed design:

Task 103 – Design Documents – 90%

- Develop design documents for selection of a construction contractor on a competitive bid basis. Develop documents to a 90 percent completion level.
- Deliver one electronic set of the drawings and specifications to City for review.
- After the City's review is complete, conduct a meeting to receive and discuss City's review comments. B&V will then proceed to revise documents as necessary to reflect decisions made at this level.

Task 104 – Design Documents – 100%

- Develop design documents for selection of a construction contractor on a competitive bid basis. Develop documents to a 100 percent completion level.
- Develop an opinion of project construction cost
- Deliver one electronic set of the drawings and specifications to City for review.
- Provide review set of final sealed documents for City's submittal to MDH approval. Conduct meeting with MDH and address comments in final submittal.
- After the City's review is complete, conduct a meeting to receive and discuss City's review comments. B&V will then proceed to revise documents as necessary to reflect decisions made at this level.
- Submit a bid-ready set of documents to the City

Task 105 – Advertising & Bidding Support

B&V will assist the City in bidding phase services which include:

- Assist City in pre-bid meeting
- Answer supplier and bidder questions
- Prepare addenda
- Review submitted documents for the purpose of bid evaluation

Engineer shall conform specifications and drawings to bid. An electronic set of documents shall be provided to the Owner and Contractor awarded the contract.

Task 106 – Construction Administration

Engineer will perform services during the construction phase of the project to support the Owner. By performing these services, Engineer shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Engineer shall not have authority or responsibility for safety precautions and programs incident to Contractor's work or for any failure of Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to Contractor furnishing and performing the work.

Specific tasks to be performed by Engineer during Construction Phase are as follows:

Project Correspondence Setup. Submit Engineer's standard construction forms to Owner for review before commencement of construction. Engineer will submit to Contractor after approval from Owner.

Construction Progress Review Meetings. Conduct progress meetings weekly with Contractor and Owner. Progress meetings are anticipated to take place virtually to coordinate submittal, RFI, Change Order, and construction scheduling activities. A total of twelve (12) meetings with a duration of one-hour are anticipated.

Contractor's Schedule. Review Contractor's schedule for compliance with construction contract documents with emphasis on milestone dates, construction sequencing, and operation of existing facilities during construction.

Contractor Pay Requests. Review and process Contractor's monthly payment requests and forward to Owner with recommendations. Engineer's review shall be for the purpose of making a full independent mathematical check of Contractor's payment request. Engineer is responsible for verifying quantities of work that are the basis of payment requests.

Shop Drawing Review. Review drawings and other data submitted by Contractor as required by construction contract documents. Engineer's review shall be for general conformity to construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer's level of effort for this task is 92 hours.

Requests for Information (RFIs) and Change Orders. Respond to requests for interpretation of construction contract documents when requested by Owner or Contractor. Requests for clarification or information shall be in writing and copies of Engineer's response shall be distributed to Owner.

Review and process Owner or Contractor requests for project changes including the following tasks:

- Review and prepare additional documentation as required.
- Evaluate the cost and scheduling.
- Submit recommendations to Owner.
- Assist Owner in negotiations with Contractor to obtain a fair price for the work.

Engineer's level of effort for this task is 120 hours.

Drawings Conformed to Construction Records. Upon completion of project, revise construction contract drawings to conform to construction records. Submit to Owner in AutoCAD format.

Sales Tax Reimbursement Assistance. Assist Owner in preparation of sales tax submittal including review of itemized tax information from Contractor and IC134 documentation.

Performance Testing of Equipment. Analyze data from performance testing of equipment by Contractor or supplier when construction contract documents require equipment to be tested after installation. Submit findings to Owner.

Task 107 – Field Support Services

Construction Inspection. The engineer shall observe the general progress of the work and determine if the work is proceeding in accordance with the construction contract documents. It is anticipated that the engineer shall make a total of sixteen (16) trips to site to oversee the work with an estimated level of effort of ninety (96) hours. The Engineer shall perform the following:

- Conduct onsite observations of the general progress of the work to assist Engineer in determining if the work is proceeding in accordance with the construction contract documents.
- Conduct preconstruction conference
- Serve as liaison with the Contractor, and transmit clarifications and interpretations of the construction contract documents to Contractor.
- Review Contractor's construction sequence for all work being undertaken.
- Coordinate onsite materials testing services during construction. Copies of testing results will be forwarded to Owner and Contractor for review and information.
- Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to Engineer, as appropriate.
- Conduct the preconstruction conference.
- Conduct progress meetings, and other meetings with Owner and the Contractor when necessary.
- Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor.

- Report to Owner regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise Owner whether the work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.
- Assistance in Certification of Substantial Completion
- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Assist Engineer in conducting final inspection in the company of Owner and Contractor, and prepare a final list of items to be completed or corrected.
- Verify that all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

Underdrain Inspection. Upon removal of the filter media, Engineer shall visually inspect all filter cell underdrains to confirm their condition remains suitable without repair for new media to be placed. Inspection shall include the following:

- Underdrain grout condition (noting spalling, cracking, or missing grouting)
- Bulging or bowing of underdrain
- Broken or damaged underdrain blocks
- Presence of biofouling
- Inspect filter walls for spalling, cracking, or exposed rebar

Engineer shall document visual inspection in a report and provide Owner recommendations for repair if damage is noted. Engineer's estimate for this task is twenty (20) hours.

Task 108 – Backwash Optimization

Following commissioning of the first filter cell, the Engineer shall assist the Owner in conducting backwash optimization tests with the objective to reduce backwash waste and refine the manufacturers recommended backwash procedures. Backwash tests shall include the following:

Filter Bed Expansion Test. Filter bed expansion is a useful metric for determining backwash performance with different filter bed expansion rates targeted during different backwash steps. Insufficient filter bed expansion during backwash can insufficiently clean filter media leading to mudball formation and low filter run times, since too much filter bed expansion can result in media loss and excessive backwash waste. A set of expansion tests will be conducted on one filter to optimize filter backwash water rates for all filters.

High Rate Backwash Optimization. The objective of the high-rate wash step, within the backwash sequence, is to flush the media of all captured particulate that has been sheared loose from the air + water wash. Approximately 2/3 of the water usage during the overall backwash sequence occurs during the high-rate wash step, therefore, reducing this duration can significantly impact the amount of water needing to be pumped and retreated. A series of time

stepped backwash samples will be collected during the backwash test and analyzed using the WTP's portable turbidity analyzer. The Engineer shall analyze the data collected and recommend updates to the high-rate backwash step.

The results from the backwash optimization tests will be documented in a memorandum and include revised backwash sequence setpoints. The estimated level of effort for this work is (24) hours.

Anticipated Drawings

The following construction drawings are anticipated to be developed as part of the Project Manual:

Sheet Number	Sheet Name
G-1	Cover and Index of Drawings
G-2	General - Legends and Abbreviations
C-3	Site Plan
D-4	Demolition - Filter Plan (1 - 4)
D-5	Demolition - Filter Plan (5 - 8)
D-6	Demolition - Filter Sections
M-7	Process Mechanical - Filter Plan (1 - 4)
M-8	Process Mechanical - Filter Plan (5 - 8)
M-9	Process Mechanical - Sections
M-10	Process Mechanical - Details

Anticipated Specifications

The following construction specifications are anticipated to be developed as part of the Project Manual:

Spec #	Specification
Division 00	Front End Documents
Division 01	General Requirements
Division 2	Sitework
02050	Demolition
Division 3	Concrete
03302	Miscellaneous Cast-in-Place Concrete
03600	Grouting
Division 4	Masonry
Division 5	Metals
05550	Anchorage In Concrete and Masonry
05990	Structural and Miscellaneous Metals
Division 6	Wood and Plastic

Division 7	Thermal and Moisture Protection
Division 8	Doors and Windows
Division 9	Finishes
09940	Protective Coatings
Division 10	Specialties
10990	Miscellaneous Specialties
Division 11	Equipment
11060	Equipment Installation
Division 12	Furnishings
Division 13	Special Construction
13225	Filter Equipment Replacement
13265	Filter Media Replacement
Division 14	Conveying Systems
Division 15	Mechanical
Division 16	Electrical

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 \$186,000 without further authorization.

City of Lakeville

Black & Veatch Corporation:

By: _____

By: _____

Printed Name: _____

Printed Name: Paul Boersma

Title: _____

Title: Vice-President

Date: _____

Date: _____



Date: 7/7/2025

Keokuk Property Purchase Agreement Second Amendment

Proposed Action

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

Overview

The city entered into a purchase agreement with Lakeville 210 MOB Investors, LLC for the sale of the city property located at 20830 Keokuk Avenue, just north of the Keokuk Liquor Store. They have requested extending the deadline for the Inspection Period listed in the purchase agreement by three months, from July 6 to October 6. The purchase agreement extension would provide them with additional time to work with potential tenants of the proposed building and would align the Inspection Period with the final Approval Period deadline, which is also on October 6. Staff and the City Attorney have reviewed the amendment and recommend approval.

Supporting Information

1. Second Amendment PSA 6.30.2025

Financial Impact: \$N/A Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Allyn Kuennen, Assistant City Administrator
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SECOND AMENDMENT TO PURCHASE AGREEMENT

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

BACKGROUND STATEMENT

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

B. On **February 3, 2025**, Seller and Buyer entered into a **First Amendment to Purchase Agreement** (the “**First Amendment**”), to correct the time periods for the “**Inspection Period**” and the “**Approval Period**” as those terms are defined in in Section 4 of the Purchase Agreement. The Purchase Agreement, as amended by the First Amendment, shall be referred to in this Second Amendment as the “**Agreement**”.

C. The Inspection Period is scheduled to expire on **July 6, 2025**, and the Approval Period is scheduled to expire on **October 6, 2025**. Buyer has requested that the expiration of the Inspection Period be extended by an additional three (3) months.

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

NOW, THEREFORE, Seller and Buyer agree as follows:

1. **Inspection Period.** Notwithstanding anything contained in the Agreement to the contrary, the Inspection Period shall expire on **October 6, 2025**.

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

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

{Signatures on following page}

SELLER:

City of Lakeville,
a Minnesota municipal corporation

By: _____
Luke M. Hellier, Mayor

Date: _____, 2025

By: _____
Ann Orlofsky, City Clerk

BUYER:

Lakeville 210 MOB Investors LLC,
a Minnesota limited liability company

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

Date: June 30, 2025

By: 
Mark A. Davis
Its: Manager



Date: 7/7/2025

Approval of Pavement Management Change Orders for City Projects 25-01 and 25-03

Proposed Action

Staff recommends adoption of the following motion: Move to 1) approve change order #2 in the amount of \$30,938.25 for the 2025 Miscellaneous Improvements Project, City Project 25-01 and 2) approve change order #1 in the amount of \$45,423.75 for the 2025 Collector Roadway Rehabilitation Project, City Project 25-03.

Overview

On March 17, 2025 the City Council awarded a construction contract for the Miscellaneous Improvements Project. Bids came in favorable to the City for the project. During design of the Misc Improvements Project, a neighborhood slated for maintenance was removed from the project mill and overlay portion due to the preliminary geotechnical findings that those roadways were not suitable for a mill & overlay and should be reconstructed. Both the favorable bid prices and the removal of this neighborhood from the Misc Project has created the opportunity to fund other needed pavement maintenance in 2025. Two smaller mill & overlay change orders have been prepared and negotiated. The first would be Change Order 2 of City Project 25-01 which would entail milling and paving portions of Jamaica Ave and Oak Shores Drive following the Sanitary Sewer Lift Station 26 Project from this spring. These streets sustained many pavement removals and patches from the installation of the pipes and small utility potholing. Two quotes were obtained to complete this work and McNamara was the low quote. The second would be Change Order 1 of City Project 25-03 which would include the addition of milling and paving Imagery Lane. Imagery Lane is directly adjacent to the project site and has an OCI value comparable to other streets in the project which are well suited for a mill & overlay. Staff negotiated with the contractor to complete all work at unit bid prices.

The proposed work would be added to the 2025 Miscellaneous Improvements Project and the 2025 Collector Roadway Rehabilitation Project. The change orders in the total amount of \$76,362 would allow these improvements to be made. Funding for the work would come from the Sanitary Sewer Operating Fund for the Jamaica Ave. and Oak Shores Drive area and the Pavement Management Fund for the Imagery Lane Improvements.

Supporting Information

1. CP25-01 Change Order 2 signed
2. CP25-03 Change Order 1 signed
3. LS 26 Mill & Overlay Quote McNamara
4. LS 26 Mill & Overlay Quote BR

Financial Impact: \$76,362 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Steve Ferraro, Public Works Coordinator

CITY OF LAKEVILLE CHANGE ORDER



CHANGE ORDER NO. 2	
DATE 5/22/2025	SHEET Page 1 of 1
PROJECT NO. 25-01	
CONTRACTOR McNamara Contracting Inc	PROJECT NAME 2025 Miscellaneous Improvements Project
ADDRESS 16700 Chippendale Ave Rosemount, MN 55068	TYPE OF WORK Change Order 2
ORIGINAL CONTRACT AMOUNT \$2,530,518.29	REVISED CONTRACT AMOUNT \$2,561,456.54

Spec. No.	Item No.	Item of Work	Unit	Original ± Previous Change Quantity	Quantity ±	Unit Price	Increase Amount	Decrease Amount
1	213	MOBILIZATION	LS	0	1.00	\$5,000.00	\$5,000.00	0.00
2232.504	214	MILL BITUMINOUS SURFACE (1.5")	S Y	0	3,285.00	\$1.45	\$4,763.25	0.00
2360.504	215	TYPE SP 9.5 WEAR CRS MIX(3,C)	TON	0	275.00	\$77.00	\$21,175.00	0.00
Net Increase or Decrease: \$30,938.25							Totals	\$30,938.25
								\$0.00

Due to this change, the contract time:

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

► **b: is not changed.**

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

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

Mill and overlay on Jamaica Avenue and Oak Shores Drive. Work to be completed Mid-August prior to the start of school.

CONTRACTOR SIGNATURE <i>Lucas Henry</i>	DATE 5.23.25
MAYOR SIGNATURE	DATE
CONSTRUCTION REPRESENTATIVE SIGNATURE <i>John Johnson</i>	DATE 5/22/2025

CITY OF LAKEVILLE CHANGE ORDER



CHANGE ORDER NO. 1	
DATE 5/21/2025	SHEET Page 1 of 2
PROJECT NO. 25-03	
CONTRACTOR McNamara Contracting Inc	PROJECT NAME 2025 Collector Roadway Rehabilitation
ADDRESS 16700 Chippendale Ave Rosemount, MN 55068	TYPE OF WORK Change Order 1
ORIGINAL CONTRACT AMOUNT \$546,716.46	REVISED CONTRACT AMOUNT \$592,140.21

Spec. No.	Item No.	Item of Work	Unit	Original ± Previous Change Quantity	Quantity ±	Unit Price	Increase Amount	Decrease Amount
2104.503	54	REMOVE CURB & GUTTER	LF	0	180.00	\$12.50	\$2,250.00	0.00
2104.503	55	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	0	80.00	\$1.00	\$80.00	0.00
2104.518	56	REMOVE CONCRETE WALK	SF	0	375.00	\$2.60	\$975.00	0.00
2232.504	57	MILL BITUMINOUS SURFACE (2.0")	SY	0	2,032.00	\$2.00	\$4,064.00	0.00
2360.509	58	TYPE SP 9.5 WEARING COURSE MIXTURE (3.C)	TON	0	250.00	\$74.00	\$18,500.00	0.00
2504.602	66	ADJUST VALVE BOX	EA	0	1.00	\$650.00	\$650.00	0.00
2506.502	67	ADJUST FRAME & RING CASTING W/ INFI SHIELD (SANITARY)	EA	0	4.00	\$990.00	\$3,960.00	0.00
2506.502	64	ADJUST FRAME & RING CASTING (STORM SEWER)	EAC H	0	2.00	\$270.00	\$540.00	0.00
2506.602	65	GROUT REPAIR - STRUCTURE INTERIOR	EA	0	6.00	\$490.00	\$2,940.00	0.00
2521.518	59	5" CONCRETE WALK	SF	0	375.00	\$9.65	\$3,618.75	0.00
2531.503	61	CONCRETE CURB AND GUTTER DESIGN D418	LF	0	160.00	\$32.00	\$5,120.00	0.00
2531.503	60	CONCRETE CURB & GUTTER DESIGN B618	LF	0	20.00	\$31.30	\$626.00	0.00
2573.502	62	STORM DRAIN INLET PROTECTION	EA	0	6.00	\$150.00	\$900.00	0.00
2575.604	63	PERMANENT TURF ESTABLISHMENT	SY	0	60.00	\$20.00	\$1,200.00	0.00
Net Increase or Decrease: \$45,423.75							Totals	\$45,423.75
								\$0.00

Due to this change, the contract time:

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

► **b: is not changed.**

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

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

Mill and overlay along Imagery Ln.

CONTRACTOR SIGNATURE <i>Lucas Henry</i>	DATE 5.23.25
MAYOR SIGNATURE	DATE
CONSTRUCTION REPRESENTATIVE SIGNATURE <i>[Signature]</i>	DATE 5/21/2024



McNamara Contracting, Inc.

16700 Chippendale Avenue
Rosemount, MN 55068
Phone: 651.322.5500 Fax: 651.322.5550
www.mcnamaracontracting.com

To: City Of Lakeville	Contact:
Address: Lakeville, MN 55044	Phone:
	Fax:
Project Name: Jamaica Ave Change Order	Bid Number:
Project Location:	Bid Date: 5/20/2025
Addendum #: -	

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	1	Mobilization	1.00	LS	\$5,000.00	\$5,000.00
2	2	1.5" Surface Milling	3,285.00	SY	\$1.45	\$4,763.25
3	3	1.5" Bituminous Wear Course SPWEA340C(R)	275.00	TON	\$77.00	\$21,175.00

Total Bid Price: \$30,938.25

Notes:

- This is a unit price bid based on quantities provided by others. Quantity billed to be based on actual quantity installed as measured in the field.
- Quote assumes all work to be completed by 10-31-2025.
- Bond is included at 0.15%
- Quote is for line items only and EXCLUDES: Traffic control, utility adjusts, flagging (should flagging be necessary), subgrade corrections, striping or restoration. Additional scope can be priced upon request.
- Quote assumes fully loaded 4 and/or 5 axle dump trucks will have access to all areas of our work. Further, this quote assumes that said fully loaded trucks will not be detrimental (cause rutting and/or deflection) to the material we are installing bituminous on top of.
- We reserve the right to negotiate the terms of any binding contract. This includes, but is not limited to, requiring that this quote and notes are included in said contract.

Payment Terms:

Payment due within 10 days after payment is made by Owner or within 30 days of invoice; whichever is sooner

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: McNamara Contracting, Inc. Authorized Signature: _____ Estimator: Lucas Henry 612-655-3695 lucash@mcnamaracontracting.com
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1520 Commerce Drive | Mendota Heights | MN | 55120
 651-686-7001 (P) | 651-687-9857 (F)
www.bitroads.com | info@bitroads.com

To:	BOLTON & MENK, INC.	Contact:	LOGAN SHOTTROFF
Address:	12224 NICOLLET AVENUE BURNSVILLE, MN 55337	Phone:	651-302-3127
Project Name:	OAK SHORES LIFT STATION#26 AND FORCE MAIN	Fax:	
Project Location:	10435 162nd St W, LAKEVILLE, MN	Bid Number:	
Addendum #:	1,2, & 3	Bid Date:	10/10/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION	1.00	LS	\$3,000.00	\$3,000.00
2	MILL BIT PAVMENT	3,282.00	SY	\$2.50	\$8,205.00
3	PAVE - 1.5" WEAR	3,282.00	SY	\$10.00	\$32,820.00

Total Bid Price: \$44,025.00

Notes:

- JAMAICA AVE/OAK SHORE DR
 PROPOSAL INCLUDES 3,282 SY OF 1.5" MILL & OVERLAY
 276 TN SPWEA340C(R)

All work to be completed in 2025.

- Proposed Work Does Not Include: Landscape Restoration, Irrigation Repair/Restoration, Private Utility Locates/Repairs, Sub-soil Corrections, Erosion Control, Towing Charges, Permits and Fees, Multiple Mobilizations, Surveying or any Unforeseen Conditions, Guarantee on drainage or ponding of water on lots with less than 1% slope. No epoxy or thermoplastic striping.

If wear course is to be placed after October 31, Bituminous Roadways cold weather paving advisory will need to be signed.

- Noted Addn: None
- For more information: www.bitroads.com

Payment Terms:

This proposal is subject to credit approval and is valid for 10 calendar days, after which time price quotes may be withdrawn without notice. This quote is based on standard AGC subcontract language and shall become a rider to any contract.

Payment due upon receipt of invoice. A finance charge of 1 1/2% per month (18% per year) will be charged on any balance over 30 days past invoice date, unless otherwise agreed upon in writing. We gladly accept Visa, Mastercard, Discover & American Express.

<https://bitroads.com/About-Us/75th-Anniversary>

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: BITUMINOUS ROADWAYS, INC. - MENDOTA HEIGHTS Authorized Signature: _____ Estimator: Ryan Vosejpka ryan.vosejpka@bitroads.com
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Date: 7/7/2025

Geotechnical Proposals for the 2026 Miscellaneous Improvements and Street Rehabilitation Projects

Proposed Action

Staff recommends adoption of the following motion: Move to 1) approve a proposal authorizing Braun Intertec to perform preliminary geotechnical evaluations for the 2026 Miscellaneous Improvements Project, City Project No. 26-01 and 2) approve a proposal authorizing Braun Intertec to perform preliminary geotechnical evaluations for the 2026 Street Rehabilitation Project, City Project No. 26-02.

Overview

The City's Pavement Management Program rates pavement condition and guides long-term infrastructure management. The City's annual street reconstruction plan is programmed each year into the 5-year Transportation Capital Improvement Plan. The streets recommended for rehabilitation in 2026 show surface distresses and failures in the asphalt as well as the need for storm sewer infrastructure maintenance. Currently proposed improvements would include roadway rehabilitation through either full depth reclamation, mill & overlay or full depth milling along with spot curb and gutter replacement, pedestrian ramp ADA upgrades, and utility construction (stormwater best management practices).

To accurately scope and evaluate the project area for proposed improvements, city staff will require an in-depth geotechnical evaluation of the city streets and subsoils that lie within the project area. Braun Intertec will provide this geotechnical evaluation and offer recommendations for the street design that is best suited for the project area to be both cost effective and long lasting. Braun has outlined the scope of services in their proposals they would provide.

City staff has reviewed both proposals and agrees with the scope of work and proposed estimated costs. Braun Intertec Corporation has performed similar work for past city reconstruction/rehabilitation projects and all work has been sufficient and acceptable.

Supporting Information

1. Proposal - City of Lakeville Project 26-01 Miscellaneous Street Maintenance and Repairs
2. Proposal - City of Lakeville Project 26-02 Street Rehabilitation

Financial Impact: \$67,150 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Steve Ferraro, Public Works Coordinator
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June 30, 2025

Proposal QTB217238

Stephen Ferraro
City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044

Re: Proposal for a Geotechnical Evaluation
City of Lakeville Project 26-01 Miscellaneous Street Maintenance and Repairs
Lakeville, Minnesota

Dear Mr. Ferraro:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the City of Lakeville Project 26-01 at the above referenced site.

Project Information

Per the RFP provided by the City of Lakeville and dated June 4, 2025, we understand the proposed Project involves the rehabilitation of approximately 2.9 miles of city local and minor collector roadways. The project area includes multiple street segments. It is anticipated that the majority of the work will consist of mill and overlay treatments, with select areas potentially requiring full depth mill (FDM). Notably, 214th Street is expected to undergo full depth reclamation (FDR), with the potential for urbanization, including curb and gutter installation and storm sewer improvements. We also understand that the project will also include the completion of a new small trail segment south of Eclipse Avenue.

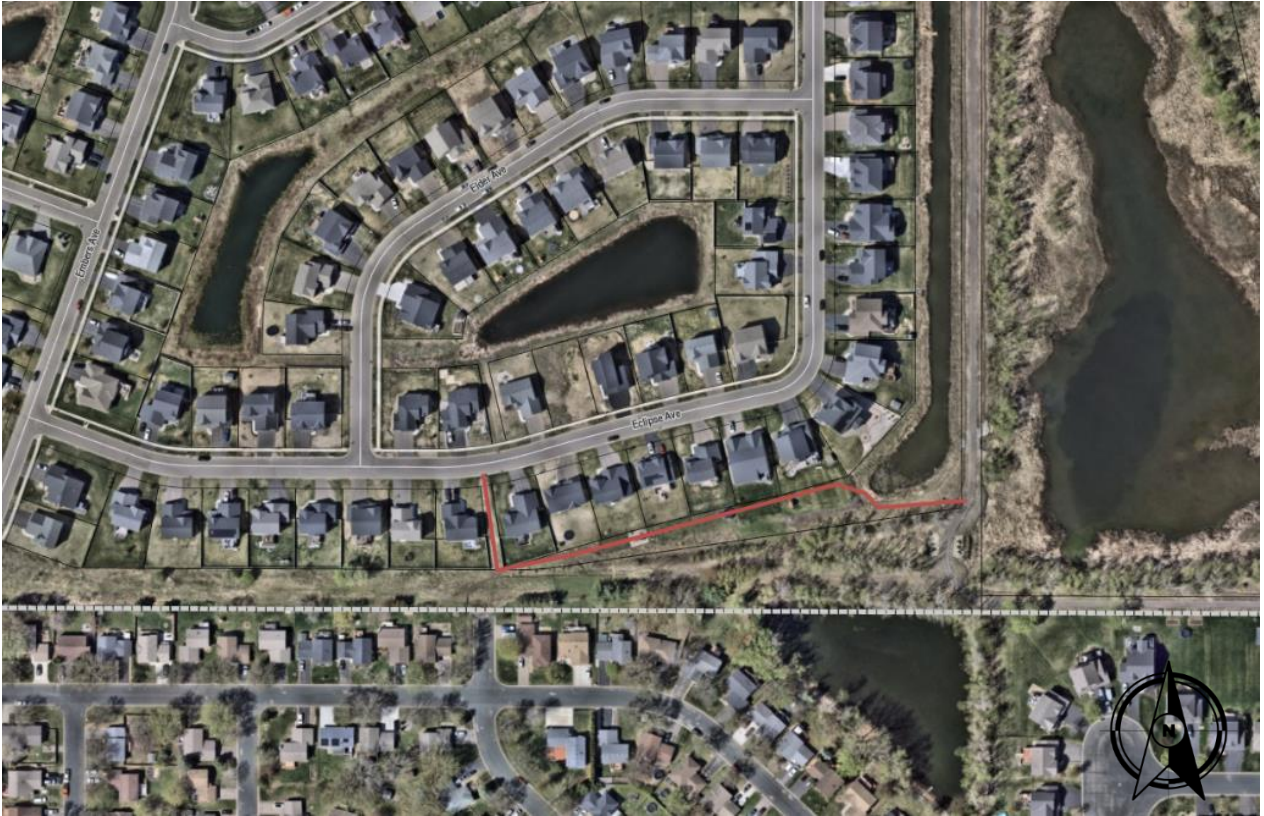
The street segments that are included in this project are shown in figures 1a and 1b below.

Figure 1a. Street Segments



Street segments provided by the City of Lakeville

Figure 1b. New Trail Segment



Provided by the City of Lakeville

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for use in the rehabilitation of proposed street segments.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access, Staking, and Utility Clearance

Based on aerial photographs, it appears that the site is accessible to truck-mounted drill rig and pavement coring truck. The soil borings for the new trail will be accessible using an All-Terrain vehicle (ATV) mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including debris or obstruction removal, grading of navigable paths, or snow plowing to access the boring locations.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project.

Prior to drilling or pavement coring, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Traffic Control

We anticipate that no traffic control will be necessary due to the low speeds and limited traffic volumes on these local residential streets at a majority of the exploration locations. As the exception, we have included fees for a lane shift for the pavement cores along 210th Street. Should additional traffic control be needed to facilitate field work, additional fees will apply.

Ground Penetrating Radar (GPR)

To evaluate in-place materials along the various project roadways, we propose to use the GPR in conjunction with pavement cores in both travel lanes. GPR data provides a continuous estimate of pavement layer thicknesses, and GPR measurements will be tied to GPS coordinates for mapping and reference points. We will use this information to screen for potential exploration locations.

An air-coupled GPR unit can be expected to penetrate approximately 2 feet under ideal conditions and is capable of detecting differentiation between bituminous pavement layers and underlying aggregate base layers, if present. We note that ambient electromagnetic interference in this area may affect the depth of signal penetration and make it more difficult to positively identify the pavement layers, particularly the aggregate base depth.

Pavement Coring

In conjunction with the GPR, we propose to complete 38 pavement cores along the project alignment staggered between the drive lanes. At each of these locations, the pavement coring crew will core the bituminous pavement, hand auger through the aggregate base layer to a depth of approximately 2 feet below top of pavement, and obtain a subgrade soil sample. At each location, the bituminous pavement thickness, the apparent aggregate base thickness, and subgrade soil classification will be recorded. Following completion of the pavement coring, the core hole will be backfilled and topped with a temporary patch.

In addition to these 38 pavement core locations, we will also complete an additional 12 pavement cores as companion cores. These companion cores will be taken near the curbline of 12 main roadway cores to observe the pavement thickness consistency across the road profile. At these locations, only the bituminous thickness will be measured.

Final locations of pavement cores will be determined following coordination between Braun Intertec and the City of Lakeville.

We will include a photographic log of the pavement cores in the project geotechnical evaluation report. Over time, subsidence of core hole backfill may occur, requiring surface grades to be re-leveled or bituminous patches to be replaced. Braun Intertec is not assuming responsibility for re-leveling or re-patching subsequent to initial backfilling and patching long term.

Soil Borings

As requested, we will advance ten standard penetration test (SPT) borings to depths ranging from approximately 5 to 15 feet below existing grade in areas where utility improvements will be performed and in areas across the project site where additional subgrade information is needed. We will perform standard penetration tests at 2 1/2-foot vertical intervals.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. We will then backfill the boreholes immediately following completion of the soil borings.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we currently do not anticipate having to seal any of the boreholes.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole (core) backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, mechanical analyses (through a #200 sieve only), and organic content tests. We will adjust the actual number and type of tests based on the results of our borings/hand augers.

Report

We will prepare a report including:

- Sketch(es) showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- Photos of the pavement cores and summary of core thicknesses and hand auger observations.
- Summary of GPR testing results
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for rehabilitation of the existing project roadways.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 6 weeks following receipt of written authorization.
- GPR testing, pavement cores and hand auger borings – within about 2 to 4 weeks following receipt of written authorization.
- Field explorations – 1 to 2 days on site for SPT soil borings, approximately 3 days for pavement coring and hand auger borings, and about half a day for GPR testing.
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration.
- Preliminary results – within 2 to 3 weeks after completion of field exploration.
- Report submittal – within about 3 weeks after completion of field exploration.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$25,400**.

Table 1 provides a breakdown of the proposed fees.

Table 1. Proposed Fee Breakdown

Service	Fee
Staking - Utility Clearance – CADD – Site Layout	\$2,100
Drilling	3,200
GPR	2,600
Pavement Coring	8,150
Laboratory Testing	2,600
Coordination, Engineering Analysis, and Report	6,750
Total	\$25,400

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Services Agreement between Braun Intertec and the City of Lakeville dated September 20, 2021.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Richard Jett at 815.545.7059 (rjett@braunintertec.com) or Matt Ruble at 612.434.0577 (mruble@braunintertec.com)

Sincerely,

BRAUN INTERTEC CORPORATION



Richard S. Jett, PE
Senior Engineer



Matthew P. Ruble, PE
Vice President, Principal Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

June 30, 2025

Proposal QTB217249

Stephen Ferraro
City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044

Re: Proposal for a Geotechnical Evaluation
City of Lakeville Project 26-02 Street Rehabilitation
Lakeville, Minnesota

Dear Mr. Ferraro:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the City of Lakeville Project 26-02.

Project Information

Per the RFP provided by the City of Lakeville and dated June 4, 2025, we understand the proposed Project involves the rehabilitation of approximately 5.75 miles of local and minor collector roadways within the city. We understand that the project is currently anticipating rehabilitation to consist of primarily of mill and overlay, with select areas potentially requiring full depth mill (FDM) and the possible use of an underseal treatment.

The street segments are shown in figure 1 below.

Figure 1. Street Segments



Street segments provided by the City of Lakeville

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for use in the rehabilitation of proposed street segments.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access, Staking, and Utility Clearance

Based on aerial photographs, it appears that the site is accessible to truck-mounted drill rig and pavement coring truck. We assume there will be no cause for delays in accessing the exploration locations. We are not including debris or obstruction removal, grading of navigable paths, or snow plowing to access the boring locations.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project.

Prior to drilling or pavement coring, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Traffic Control

Based on the available traffic volumes and posted speed limits, we propose utilizing signs and cones to direct motorists through the work zones for coring and boring activities at the majority of the locations.

However, main line lane closures and turn lane closures are anticipated along Kenrick Avenue and 185th Street N (Orchard Trail) to alert motorist around the work zones. To accommodate this, we have included fees for a subcontractor to provide this traffic control. Should additional traffic control be needed to facilitate field work, additional fees will apply.

Ground Penetrating Radar (GPR)

To evaluate in-place materials along the various project roadways, we propose to use the GPR in conjunction with pavement cores in both travel lanes. GPR data provides a continuous estimate of pavement layer thicknesses, and GPR measurements will be tied to GPS coordinates for mapping and reference points.

An air-coupled GPR unit can be expected to penetrate approximately 2 feet under ideal conditions and is capable of detecting differentiation between bituminous pavement layers and underlying aggregate base layers, if present. We note that ambient electromagnetic interference in this area may affect the depth of signal penetration and make it more difficult to positively identify the pavement layers, particularly the aggregate base depth.

Pavement Coring

In conjunction with the GPR, we propose to complete 70 pavement cores along the project alignment staggered between the drive lanes. At each of these locations, the pavement coring crew will core the bituminous pavement, hand auger through the aggregate base layer to a depth of approximately 2 feet below top of pavement, and obtain a subgrade soil sample. At each location, the bituminous pavement thickness, the apparent aggregate base thickness, and subgrade soil classification will be recorded. Following completion of the pavement coring, the core hole will be backfilled and topped with a temporary patch.

In addition to these 70 pavement core locations, we will also complete an additional 20 pavement cores as companion cores. These companion cores will be taken near the curbline of 20 main roadway cores to observe the pavement thickness consistency across the road profile. At these locations, only the bituminous thickness will be measured.

Final locations of pavement cores will be determined following coordination between Braun Intertec and the City of Lakeville.

We will include a photographic log of the pavement cores in the project geotechnical evaluation report. Over time, subsidence of core hole backfill may occur, requiring surface grades to be re-leveled or bituminous patches to be replaced. Braun Intertec is not assuming responsibility for re-leveling or re-patching subsequent to initial backfilling and patching long term.

Soil Borings

As requested, we will advance 16 standard penetration test (SPT) borings to depths ranging from approximately 5 to 15 feet below existing grade in areas where utility improvements will be performed and at general locations across the project footprint where additional subgrade information is needed. We will perform standard penetration tests at 2 1/2-foot vertical intervals.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. We will then backfill the boreholes immediately upon completion of the soil borings.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we currently do not anticipate having to seal any of the boreholes.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole (core) backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, mechanical analyses (through a #200 sieve only), sieve analysis, and organic content tests. We will adjust the actual number and type of tests based on the results of our borings/hand augers.

Report

We will prepare a report including:

- Sketch(es) showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- Photos of the pavement cores and summary of core thicknesses and hand auger observations.
- Summary of GPR testing results.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- General recommendations for rehabilitation the existing project roadways.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 6 weeks following receipt of written authorization.
- GPR testing, pavement cores and hand auger borings – within about 2 to 4 weeks following receipt of written authorization. For cores and borings requiring traffic control, the drill rig and pavement coring crew will be mobilized concurrently.
- Field explorations – 2 days on site for SPT soil borings, 5 days for pavement coring and hand auger borings, and about a day for GPR testing.
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration.
- Preliminary results – within 2 to 3 weeks after completion of field exploration.
- Report submittal – within about 3 weeks after completion of field exploration.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$41,750**.

Table 1 provides a breakdown of the proposed fees.

Table 1. Proposed Fee Breakdown

Service	Fee
Staking and Utility Clearance	\$2,700
Drilling	5,650
Traffic control- Subcontractor	2,250
GPR	3,800
Pavement core and hand auger borings	12,050
Laboratory Testing	4,600
Coordination, Engineering Analysis, and Report	10,700
Total	\$41,750

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Services Agreement between Braun Intertec and the City of Lakeville dated September 20, 2021.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Richard Jett at 815.545.7059 (rjett@braunintertec.com) or Matt Ruble at 612.434.0577 (mruble@braunintertec.com)

Sincerely,

BRAUN INTERTEC CORPORATION



Richard S. Jett, PE
Senior Engineer



Matthew P. Ruble, PE
Vice President, Principal Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Date: 7/7/2025

Spirit of Brandtjen Farm 25th Addition Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the Spirit of Brandtjen Farm 25th Addition final plat.

Overview

Robert Thomas Homes, Inc. is requesting approval of the Spirit of Brandtjen Farm (SBF) 25th Addition final plat, which creates seven detached townhome lots, one common area lot, and two outlots on 2.44 acres located north of 170th Street and west of Draft Horse Boulevard. This is the last residential development phase of the SBF PUD approved by the City Council on June 20, 2005. The SBF 25th preliminary plat was approved by the City Council on April 7, 2025. The plans have been reviewed by Engineering and Parks and Recreation staff.

An encroachment agreement is required for the privately owned and maintained driveway within Outlot A, which provides access to each of the townhome units. The Developer is also required to prepare and execute a cross access easement on Outlot B to ensure access from the south end of the private drive to Brandtjen Farm Drive to the west.

Supporting Information

1. Final plat resolution
2. Signed Development Contract
3. Signed Encroachment Agreement
4. May 29, 2025 Planning and Engineering Memos

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE FINAL PLAT OF SPIRIT OF BRANDTJEN FARM
25TH ADDITION**

WHEREAS, the owner of the property described as **SPIRIT OF BRANDTJEN FARM 25TH ADDITION** has requested final plat approval; and

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

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

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. **SPIRIT OF BRANDTJEN FARM 25TH ADDITION** 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, encroachment agreement, and all other documents required pursuant to the development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 7th day of July 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 7th day of **July 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)

SPIRIT OF BRANDTJEN FARM 25TH ADDITION

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **ROBERT THOMAS HOMES, INC.**, a Minnesota corporation (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for ***SPIRIT OF BRANDTJEN FARM 25TH ADDITION*** (referred to in this Contract as the "plat"). The land is situated in the County of Dakota, State of Minnesota, and is legally described on Exhibit A attached hereto and made a part hereof:

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

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

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

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

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

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

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

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

Plan A - Plat

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

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

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

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Streets

E. Concrete Curb and Gutter

F. Street Lights

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

H. Underground Utilities

I. Setting of Iron Monuments

J. Surveying and Staking

K. Sidewalks and Trails

L. Retaining Walls

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

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

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

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

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

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

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

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

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

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

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

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

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as developing a SWPPP for the site prior to construction. Changes made throughout construction must be documented in the SWPPP. No grading can take place on the site until a complete SWPPP is submitted to the City for review and approval.

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

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

\$57,506.34	x 2% Grading Costs	= \$1,150.13
Grading Cost	2025 Rate	MS4 Administration Fee
Spirit of Brandtjen Farm 25 th Addition		Spirit of Brandtjen Farm 25 th Addition

15. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits (except 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 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.

Spirit of Brandtjen Farm 25th Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

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

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

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

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

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

19. STORM SEWER. The Developer shall construct privately owned and maintained storm sewer systems within the subdivision to collect and convey stormwater runoff generated from within the private lots to the stormwater management basin system located within previous Spirit of Brandtjen Farm Additions.

Draintile construction is required in areas of non-granular soils within Spirit of Brandtjen Farm 25th Addition for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the Developer's responsibility to install and finance.

The Storm Sewer Charge has been collected on the parent parcels with the final plat of Spirit of Brandtjen Farm 1st Addition.

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

20. SANITARY SEWER. Spirit of Brandtjen Farm 25th Addition is located within subdistricts NC-20070 of the North Creek sanitary sewer district, as identified in the City's Comprehensive Sewer Plan. Wastewater will be conveyed through sanitary sewer to the northern trunk monitored by meter M643A and continue to the Empire plant.

The Developer shall construct and extend publicly owned and maintained 8-inch sanitary sewer within the development and connect to the existing sanitary sewer stub at Draft Horse Boulevard.

The Sanitary Sewer Availability Charge has been collected on the parent parcels with the final plat of Spirit of Brandtjen Farm 1st Addition.

21. WATERMAIN. The Developer shall construct publicly owned and maintained 8-inch watermain within the development and connect to the existing watermain stub at Brandtjen Farm Drive.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction will be from Brandtjen Farm Drive.

23. PRIVATE DRIVES AND OFF-STREET PARKING. The Developer shall construct a privately owned and maintained roadway providing access to townhome lots with development of Spirit of Brandtjen Farm 25th Addition. All private drive and off-street parking section designs are subject to review and approval by the City Engineer.

The Developer shall provide a permanent drainage and utility easement with the City over the private roadway, in a recordable form approved by the City, for recording with the final plat.

24. PARKS, TRAILS, AND SIDEWALKS. The Developer shall construct new ADA compliant ramps along the south side of Brandtjen Farm Drive. The Developer shall construct privately owned and maintained sidewalks within the site.

The Park Dedication Fee has not been collected on the parent parcels and will be satisfied through a cash contribution by the Developer with the final plat, consistent with the Spirit of Brandtjen Farm Master PUD Agreement, calculated as follows:

7 units	x \$1,930.00	= \$13,510.00
Attached Units in Spirit of Brandtjen Farm 25 th Addition	Attached Unit Park Dedication Rate	Spirit of Brandtjen Farm 25 th Addition Park Dedication Fee

25. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee of \$1,650.00 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.

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

7 units	x \$40.48/unit	= \$283.36
Total Units	2025 Rate	Streetlight Operating Fee
Spirit of Brandtjen Farm 25 th Addition		Spirit of Brandtjen Farm 25 th Addition

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

7 units	x \$61.52/unit	x 0.50	= \$215.32
Total Units (Townhome)	2025 Rate	Utility Factor	Environmental Resources Fee

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

Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a \$70,270.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

28. TREE PRESERVATION. Trees are identified to be relocated on the site. No trees are proposed for removal.

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.

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

- A. Implementation of the recommendations listed in the May 29, 2025, Planning Report, and May 29, 2025, Engineering Report.
- B. The Developer shall enter into a permanent drainage and utility easement along the eastern and northern property lines of Outlot B in a recordable form approved by the City to be recorded with the final plat or dedicate the drainage and utility easement on the plat.
- C. A parking zone shall be established limiting the parking spaces on Draft Horse Boulevard limiting parking to twenty (20) minutes by City Council resolution at the time of final plat approval.
- D. The Developer shall submit Homeowners Association documents for Spirit of Brandtjen Farm 25th Addition including the plat within the Spirit of Brandtjen Farm Master Association and establishing a sub-association for ownership and maintenance of Lot 8, Block 1, and Outlot A and maintenance of boulevard trees with Lot 8, Block 1, and the private drive with Outlot A. Homeowners Association documents shall be subject to review and approval by the city attorney and must be recorded prior to issuance of building permits.
- E. The Developer shall provide and record deeds conveying Lot 8, Block 1, and Outlot A to the Homeowners Association.
- F. The Developer shall provide an access easement over Outlot B benefitting Lots 1-7, Block 1, for access from Outlot A to Brandtjen Farm Drive.
- G. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$1,100.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 11

lots/outlots at \$100.00 per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

H. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$990.00.

I. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

30. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for \$291,977.80. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$69,982.94
B. Watermain	98,301.09
C. Storm Sewer Connection	5,000.00
D. Streets	19,570.50
E. Grading, Drainage, Erosion Control and Restoration	<u>5,000.00</u>

CONSTRUCTION SUB-TOTAL	\$197,854.53
-------------------------------	---------------------

OTHER COSTS:

A. Developer's Design (3.0%)	\$5,935.64
B. Developer's Construction Survey (2.5%)	4,946.36
C. City Legal Expenses (Est. 0.5%)	989.27
D. City Construction Observation (Est. 5.0%)	9,892.73
E. City Record Drawings (0.5%)	989.27
F. Landscaping	70,270.00
G. Lot Corners/Iron Monuments	<u>1,100.00</u>

OTHER COSTS SUB-TOTAL

\$94,123.27

TOTAL SECURITIES:

\$291,977.80

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

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

A. Park Dedication	13,510.00
B. Traffic Control Signs	1,650.00
C. Street Light Operating Fee	283.36
D. Environmental Resources Expenses	215.32
E. MS4 Administration Fee	1,150.13
F. Property Data and Asset/Infrastructure Management Fee	990.00
G. City Engineering Administration (3% for letters of credit)	<u>5,935.64</u>
TOTAL CASH REQUIREMENTS	\$23,734.45

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

33. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the

Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.
- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to City or MCES sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

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

35. MISCELLANEOUS.

- A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Contract.

- C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- E. 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.

36. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the

following address: 16972 Brandtjen Farm Drive, Lakeville, MN 55044-6047. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

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

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

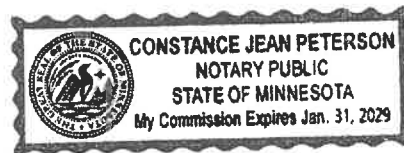
DEVELOPER:
ROBERT THOMAS HOMES, INC.

BY: Adam Nickelson
Its CFO

STATE OF MINNESOTA)
COUNTY OF Dakota)ss.

The foregoing instrument was acknowledged before me this 27 day of June, 2025, by Adam Nickelson the CFO of Robert Thomas Homes, Inc., a Minnesota corporation, on behalf of said entity.

Constance Peterson
NOTARY PUBLIC



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

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

SBF COMMERCIAL HOLDINGS, LLC, a Minnesota limited liability company, fee owner of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject property owned by it.

Dated this 27th day of June, 2025.

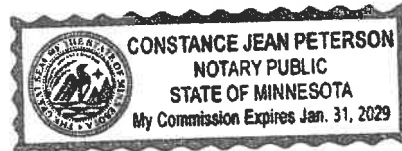
SBF COMMERCIAL HOLDINGS, LLC

By: *Adam Mickelson* [print name]
 Adam Mickelson [print name]
Its: CFO [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 27 day of June, 2025, by Adam Mickelson the CFO of **SBF COMMERCIAL HOLDINGS, LLC**, a Minnesota limited liability company, on behalf of said entity.

Constance Jean Peterson
NOTARY PUBLIC



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

**MORTGAGE HOLDER CONSENT
TO
DEVELOPMENT CONTRACT**

TRADITION CAPITAL BANK, a Minnesota banking corporation, which holds:

1. A mortgage executed by SBF Commercial Holdings, LLC, a Minnesota limited liability company, or its assigns, as mortgagor, in favor of Tradition Capital Bank, as mortgagee, in the original principal amount of \$906,750.00, dated October 28, 2010, and recorded October 28, 2010 with the Office of the Registrar of Titles, Dakota County, Minnesota, as Torrens Document No. **670096**;
2. Modification of Mortgage executed by SBF Commercial Holdings, LLC, a Minnesota limited liability company, or its assigns, as mortgagor, in favor of Tradition Capital Bank, as mortgagee, dated October 25, 2017, and recorded March 9, 2018, with the Office of the Registrar of Titles, Dakota County, Minnesota, as Torrens Document No. **868825**;
3. Combination Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents executed by SBF Commercial Holdings, LLC, a Minnesota limited liability company, or its assigns, as mortgagor, in favor of Tradition Capital Bank, as mortgagee, dated March 11, 2011, recorded March 14, 2011, with the Office of the Registrar of Titles, Dakota County, Minnesota, as Torrens Document No. **677035**;
4. Modification of Mortgage executed by SBF Commercial Holdings, LLC, a Minnesota limited liability company, or its assigns, as mortgagor, in favor of Tradition Capital Bank, as mortgagee, dated October 25, 2022, and recorded November 23, 2022, with the Office of the Registrar of Titles, Dakota County, Minnesota, as Torrens Document No. **868987**;

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

Dated this 27th day of JUNE, 2025.

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

TRADITION CAPITAL BANK

By: [Signature] Mike Kapp [print name]
Its EVP [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 27th day of June, 2025,
by Mike Kapp, the EVP of **Tradition Capital Bank**,
a Minnesota banking corporation, on behalf of said corporation.



[Signature]
NOTARY PUBLIC

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

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as
SPIRIT OF BRANDTJEN FARM 25TH ADDITION

Lot Two (2), Block One (1), Spirit of Brandtjen Farm Office Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Torrens Property

Torrens Certificate No. 173728.

Lot One (1), Block Twenty-one (21), Spirit of Brandtjen Farm, according to the recorded plat thereof, Dakota County, Minnesota.

Torrens Property

Torrens Certificate No. 149935.

[Platted as Spirit Of Brandtjen Farm 25th Addition, Dakota County, Minnesota.]

(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this ____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **SBF COMMERCIAL HOLDINGS, LLC**, a Minnesota limited liability company (“Owner”).

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

Outlot A, Spirit of Brandtjen Farm 25th Addition, Dakota County, Minnesota, according to the recorded plat thereof.

(Abstract Property)

(“Subject Property”)

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

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

- The City shall have no responsibility to construct, maintain, repair, or, if necessary, removing the private road located within the City's Easement Areas.
- The Owner shall construct the private road consistent with all applicable federal, state and local laws and regulations.
- The Owner, its, successors and assigns, are fully responsible and liable for any and all damage caused to the private road because of it being constructed in the City's Easement Areas.
- The City will not be responsible for any costs to repair the private road associated with City work related to the City's utilities located within the Easement Area.

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the City's Easement Areas, Owner, their heirs, successors, executors, administrators and assigns, hereby agree to indemnify and hold the City harmless from all costs and expenses, claims and liability, including attorney's fees, relating to or arising out of this grant to Owners of permission to encroach in the City's Easement Areas for the construction, access, use, maintenance, and operation, abandonment or termination of the private road.

4. TERMINATION OF AGREEMENT. The City may terminate this Agreement upon abandonment of the private road or upon dedication or condemnation of the Easement Area for a public right of way. Prior to termination, the City will give the then owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and this Agreement may then be terminated immediately. The property owner shall remove that portion of the private road to the extent it impacts the City's Easement Areas to the effective date of the termination of this Agreement. If the owner fails to do so, the City may remove the private road to the extent it impacts the City's Easement areas and charge the cost of removal back to the owner for reimbursement.

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

CITY OF LAKEVILLE

(SEAL)

By: _____
Luke M. Hellier, Mayor

And _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

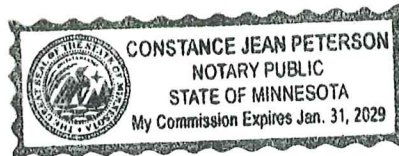
**PROPERTY OWNER:
SBF COMMERCIAL HOLDINGS, LLC**

By: Adam Mikkelsen [print name]
Its: CFO [title]

STATE OF MINNESOTA)
COUNTY OF Dakota)ss.

The foregoing instrument was acknowledged before me this 2 day of July, 2025, by Adam Mikkelsen, the CFO of **SBF COMMERCIAL HOLDINGS, LLC**, a Minnesota limited liability company, on behalf of said entity.

Constance Peterson
Notary Public
My commission expires 01/31/2029



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



3601 Thurston Avenue
Anoka, MN 55303
763.231.5840
TPC@PlanningCo.com

PLANNING REPORT

TO: Community Development Director Tina Goodroad
Planning Manager Kris Jenson

FROM: D. Daniel Licht

DATE: 29 May 2025

RE: Lakeville – Spirit of Brandtjen Farm; 25th Addition Final Plat

TPC FILE: 135.01

BACKGROUND

Tradition Development (d/b/a SBF Development Corporation) has submitted plans to develop seven detached townhomes along the west side of Draft Horse Boulevard and north of 170th Street within the Farmstead Preservation Area of Spirit of Brandtjen Farm. The subject property includes Lot 2, Block 1, Spirit of Brandtjen Farm Office Addition that is developed with the Tradition Development real estate office and Outlot B, Spirit of Brandtjen Farm, which encompasses the original outdoor horse ring.

The proposed development required consideration of applications for a PUD Ordinance amendment, PUD Development Stage Plan, Preliminary Plat, and vacation of drainage and utility easements. A public hearing to consider the application was held by Planning Commission meeting 20 March 2025, after which the Planning Commission voted to recommend approval. The City Council considered the applications at their meeting on 7 April 2025 and they were approved by a 5-0 vote.

Tradition Development has now submitted application for final plat approval. Final plat applications are subject only to review and approval of the City Council in accordance with Section 10-2-4 of the Subdivision Ordinance. The City Council will consider the final plat application, including entering into a Development Contract, at its meeting on July 7, 2025.

Exhibits:

- A. Site Location Map
- B. SBF 25th Addition Preliminary Plat
- C. SBF 25th Addition Final Plat

ANALYSIS

SBF Planning and Development. Tradition Development received City Council approval of a PUD, Planned Unit Development District on 30 June 2005 for development of 548 acres as the Spirit of Brandtjen Farm. The approval of the PUD District established zoning entitlements for a mix of commercial businesses; residential dwellings including single family, detached townhomes, two-family, townhouse, and multiple family dwellings; and public and private open spaces that Tradition Development has proceeded with constructing over the last 20 years.

Each addition to Spirit of Brandtjen Farm is implemented through consistency with the PUD District set forth by the ordinance adopted by the City Council and the SBF PUD Booklet, which were incorporated into the 2040 Lakeville Comprehensive Land Use Plan. The PUD District ordinance and SBF PUD Booklet provide direction to the developer, public, and City officials as to consideration of development within Spirit of Brandtjen Farm. Several key principles are integral to the PUD District and SBF PUD Booklet:

- Spirit of Brandtjen Farm is to include a mix of commercial, residential dwellings, private recreation amenities, and public or publicly accessible open space.
- The development is allowed to include up to 2,109 dwelling units.
- The developer is given the flexibility to transfer density within Spirit of Brandtjen Farm up to the limit of 2,109 dwelling units.
- Because of the timeframe involved in developing the area included in the PUD District, the developer is to be given flexibility through amendments to the PUD District or through PUD Development Stage Plan approvals to address changes in market preferences and trends.

SBF Land Use Plan. The SBF Master Land Use Plan (Page 3.4 of the SBF PUD Booklet) designates the subject property a Farmstead Preservation Area. The Farmstead Preservation Area was a focus in the planning for Spirit of Brandtjen Farm to reflect the history of the property and provide character for the overall development that was to occur under the provisions of the PUD District. Section 8 of the SBF PUD Booklet documents the history of the Brandtjen Farm and provides guidance for planned restoration of the remaining buildings within designated Farmstead Preservation Area and additional development to be allowed to occur within the area.

The area of the subject property to be final platted for development of the proposed detached townhomes was indicated for future development on the concept plan for the Farmstead Preservation Area included on page 8.3 of the SBF PUD Booklet. Development of the proposed detached townhomes facing Draft Horse Boulevard will better define the commercial and community space uses within Farmstead Preservation Area to the single family dwellings to the east.

Zoning. The subject property is zoned PUD, Planned Unit Development District. The SBF PUD District ordinance specifies that the allowed uses within the Farmstead Preservation Area as those use allowed within the O-R, Office Residential District and also detached townhouse dwellings. The proposed final plat of lots to be developed with detached townhouse dwellings is consistent with the uses allowed by the SBF PUD District.

Density. The development area of the seven proposed townhomes is 1.18 acres, resulting in a proposed density of 5.93 acres. Based on the planning considerations for Spirit of Brandtjen Farm outlined in the first two sections of this analysis, the proposed density of the final plat is consistent with the 2040 Lakeville Comprehensive Land Use Plan, SBF PUD District, and SBF PUD Booklet.

Lot Area. Development of detached townhomes within Spirit of Brandtjen Farm is to provide a minimum of 5,000 square feet of lot area per dwelling unit in accordance with the requirements of the RST-2, Single and Two Family District. The area of the seven unit lots and one base lot for the detached townhomes is 0.912 acres (39,726.72 square feet) or 5,675.24 square feet for each dwelling unit.

There is no minimum lot requirement established for non-residential uses within the Farmstead Preservation Area by the SBF PUD District. As such, there is no issue with replating of Lot 2, Block 1 Spirit of Brandtjen Farm Addition, which reduces the lot area of the real estate office to allow for development of the proposed detached townhouses.

The SBF 25th Addition final plat complies with the minimum lot area requirements of the SBF PUD Booklet.

Setbacks. The table below indicates the required setbacks for the proposed detached townhouse buildings as established with the approved preliminary plat and PUD Development Stage Plan. The final plat is consistent with the approved preliminary plat and PUD Development Stage Plan in terms of the building envelope for the proposed detached townhouse dwellings.

Yard		Min. Required
170 th Street		50ft.
Draft Horse Boulevard	Building	15ft.
	Garage Door	25ft.
Side-Corner	Building	15ft.
Rear	Building	20ft.
	Garage Door	25ft.
Between Bldgs.		20ft.

Access. The subject property abuts 170th Street and Draft Horse Boulevard. The final plat does not include dedication of right-of-way or construction of new streets. Access to the proposed detached townhouse dwellings is to be provided for with construction of private drives and off-street parking areas within Outlot A and B of the preliminary plat. These private drives and off-street parking areas will also serve the horse barn and real estate office buildings.

Public Street. The only modification to public streets is construction of a parking lane for two vehicles on the west side of Draft Horse Boulevard. Plans for construction of the parking lane are to be subject to review and approval of the City Engineer. City staff recommends that a 20 minute parking zone be established by City Council resolution as provided for by Section 6-1-1-1 of the City Code for the two spaces to limit use to deliveries and drop offs.

Private Drive/Off-Street Parking. A private drive is encompassed within Outlot A and connected to the existing private drive to the north of the subject property and the off-street parking area within Outlot B. This private drive is to be 24 feet in width to allow for two way traffic with an additional eight feet to the west side to allow for seven parking spaces. The seven off-street parking spaces along the private drive

satisfy the guest parking requirements for the proposed detached townhouses. A cross access easement over the entirety of Outlot B is required to maintain access to Outlot A.

The off-street parking area within Outlot B is accessed from Brandtjen Farm Drive on the west and connected to the proposed private drive within Outlot A to the east. The approved PUD Development Stage Plan illustrates the ability to construct a total of 78 parking spaces within Outlot B, with 28 spaces planned for future construction if needed. The existing uses within the Farmstead Preservation Area are required to provide 106 off-street parking spaces. There are 65 existing off-street parking spaces within the off-street parking area and will be 115 spaces with construction of the initial spaces proposed within Outlot B. The supply of off-street parking for the non-residential uses within the Farmstead Preservation Area complies with the requirements of the Zoning Ordinance.

The off-street parking area is setback a minimum of 20 feet from public rights-of-way. The dimensions of the off-street parking area are designed with parking stalls that are nine feet wide by 20 feet deep and accessed by drive aisles that are a minimum of 24 feet in width. The off-street parking area is surrounded by perimeter concrete curb. The location and dimensions of the off-street parking area complies with the requirements of the Zoning Ordinance.

All private drive and off-street parking section designs are to be subject to review and approval of the City Engineer

Sidewalks/Trails. There is an existing five-foot wide sidewalk abutting the subject site Brandtjen Farm Drive and Draft Horse Boulevard and a 10-foot wide trail along 170th Street. There is also a five-foot wide sidewalk along the north line of the subject property adjacent to the off-street parking area and private drive to the north. The PUD Development Stage Plan includes construction of a five-foot wide concrete sidewalk between Lots 4 and 5, Block 1 connecting Draft Horse Boulevard to sidewalk internal to the final plat. These sidewalks are to overlaid by easement to allow public access as part of the overall pedestrian system within Spirit of Brandtjen Farm.

Landscaping. There are existing trees in the median of Draft Horse Boulevard and the east boulevard of the street adjacent to the single family homes to the east. A landscape plan has been approved with the PUD Development Stage Plan for the proposed development, which provides for planting of additional street trees in the west boulevard of Draft Horse Boulevard and a landscape buffer yard abutting 170th Street consistent with previous phases of SBF. There is also a row of shade trees along the west side of the private drive separating the real estate office and proposed detached townhomes. The landscape plan is to be subject to review and approval of the City Forester. A security for planting and establishment of the landscaping is included in the Development Contract.

Easements. Existing drainage and utility easements dedicated over the subject property with the Spirit of Brandtjen Farm or Spirit of Brandtjen Farm Office Addition final plats are to be vacated with the current subdivision application as they will no longer serve a public purpose upon approval of the SBF 25th Addition final plat. The City Council held public hearing to consider vacation of the existing drainage and utility easements on 7 April 2025 concurrent with review of the preliminary plat and PUD Development Stage Plan and a resolution was adopted approving the vacation request.

Section 10-4-4 of the Subdivision Ordinance requires 10-foot wide drainage and utility easements at the perimeter of all lots within the preliminary plat. Lot 8, Block 1, which is the detached townhouse base lot, is overlaid entirely by drainage and utility easement. The final plat must be revised to designate perimeter

drainage and utility easements at the perimeter of Lot 1, Block 2 as required by the Subdivision Ordinance. A drainage and utility easement is shown along a portion of the north line and the west line of Outlot B. Drainage and utility easements are also required over any inground utilities or stormwater management areas.

All drainage and utility easements are subject to review and approval of the City Engineer.

Park Dedication. City staff researched past final plat approvals and has determined that park dedication requirements have not been satisfied for the subject property. Land within Spirit of Brandtjen Farm to be acquired by the City as public parks or open space or retained by the Spirit of Brandtjen Farm as either private or publicly accessible, privately maintained open space is designated on the SBF Master Land Use Plan. The SBF PUD Booklet does not identify acquisition of public open space or development of additional private or publicly accessible, privately maintained open space within the Farmstead Preservation Area. As such, park dedication requirements for SBF 25th Addition are to be satisfied at the time of final plat approval by payment of the specific cash fee in lieu of land established by the provisions of the SBF Master PUD Agreement.

Storm Water Management. The submitted plans include grading, drainage, and erosion control plans. All grading plans are subject to review and approval by the City Engineer.

Utilities. The subject site is included within the current MUSA. Plans have been submitted for connection of sanitary sewer and water utilities to serve the proposed detached townhouses. All utility plans are subject to review and approval of the City Engineer.

Outlots. The preliminary plat includes two outlots encompassing the proposed private drive and off-street parking area with the proposed ownership of each outlot identified below. Ingress and egress easements will be required to be established over the outlots to allow for access and circulation.

Outlots	Purpose	Ownership
A	Private drive	SBF 25 th Add. sub-HOA
B	Off-Street Parking	Developer

Homeowners Association. Documents including Spirit of Brandtjen Farm 25th Addition as part of the Spirit of Brandtjen Farm Master Homeowners Association are required. A separate homeowners association must also be established for ownership and maintenance of Lots 1-8, Block 1 and Outlot A within the final plat. All homeowners association documents are subject to review and approval by the City Attorney and must be recorded prior to the issuance of building permits.

Development Contract. Section 10-2-4 of the Subdivision Ordinance requires the developer to provide construction and warranty securities for the public improvements within the final plat that are to be outlined within a development contract. The development contract will also memorialize the PUD Development Stage Plan approvals. The development contract has been drafted by the City Attorney and is to be executed by the applicant prior to City Council consideration of the final plat.

RECOMMENDATION

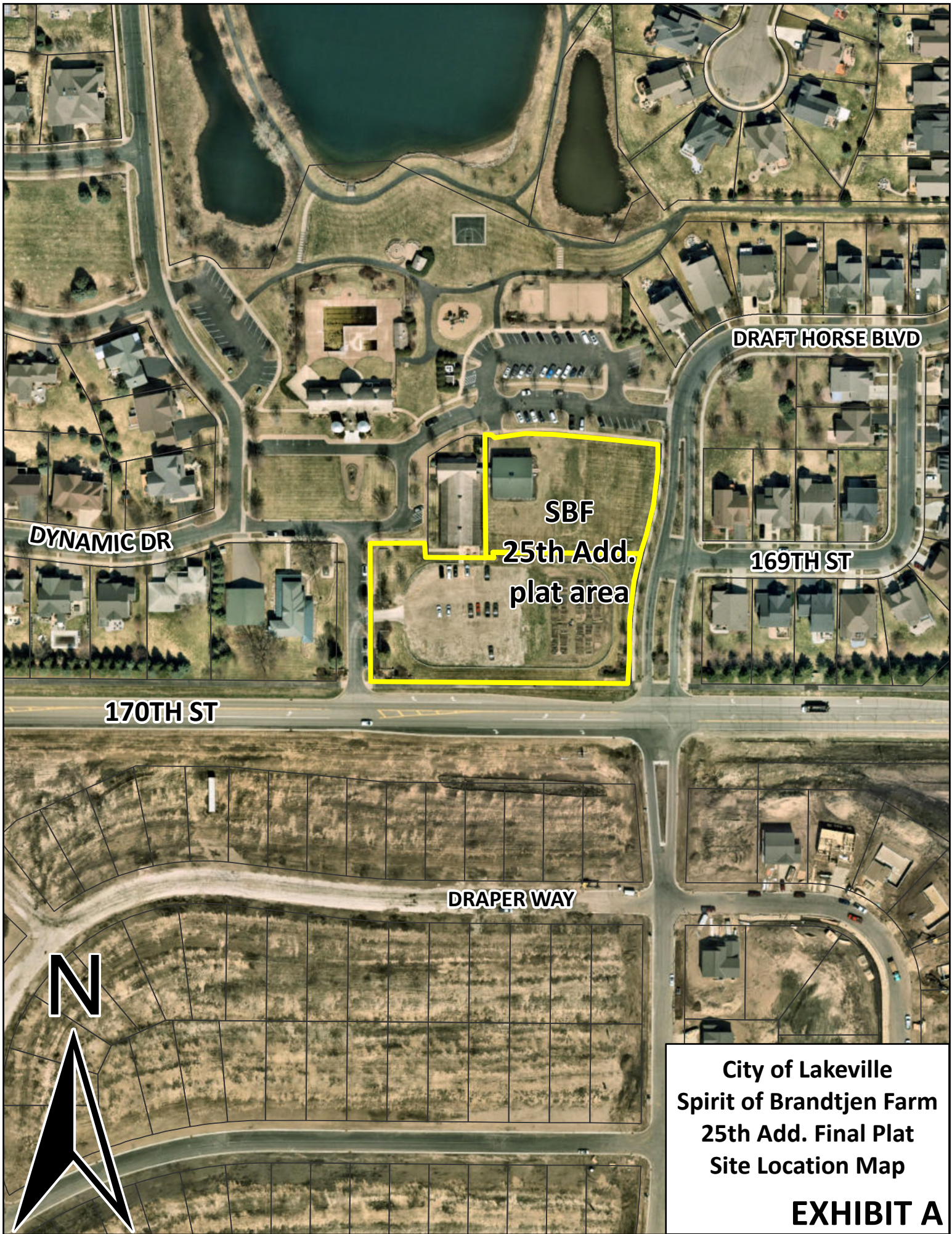
The proposed Spirit of Brandtjen Farms 25th Addition Final Plat complies with the SBF PUD District, SBF Master Land Use Plan, and the Subdivision Ordinance. Our office and City staff recommend approval of the final plat application, subject to the following stipulations:

1. The PUD Development Stage Plan shall comply with the following setback requirements:

Detached Townhomes			
	170 th Street		50ft.
	Draft Horse Boulevard	Building	15ft.
		Garage Door	NA
	Side-Corner	Building	15ft.
	Rear	Building	NA
		Garage Door	25ft.
	Between Buildings		15ft.
	Lot 1, Block 2		None
	Off-Street Parking		
	Public Right-of-Way		15ft.

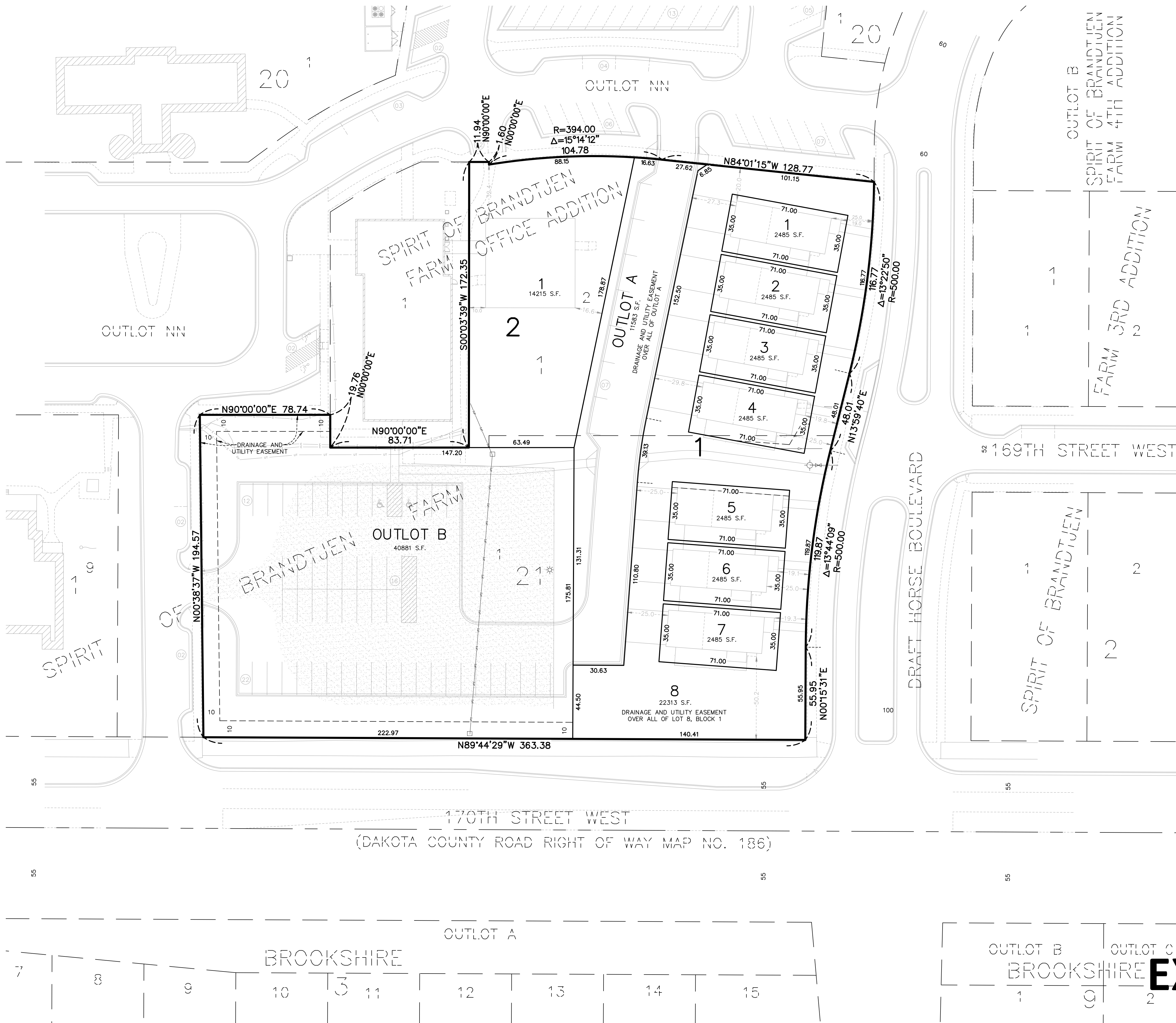
2. Construction plans for a parking lane on Draft Horse Boulevard shall be subject to review of the City Engineer.
3. All private drive and off-street parking section designs and construction plans shall be subject to review and approval of the City Engineer.
4. A parking zone limiting the time of the parking spaces on Draft Horse Boulevard to 20 minutes shall be established by City Council resolution at the time of final plat approval.
5. A cross access easement shall be dedicated over Outlot B.
6. The City Forester has reviewed and approved the landscape plan dated December 19, 2024, revised March 3, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
7. All grading, drainage, and erosion control plans shall be subject to review and approval by the City Engineer.
8. All utility plans are subject to review and approval by the City Engineer.
9. Outlot A shall be deeded to the Spirit of Brandtjen Farm 25th Addition sub-homeowners association for ownership and maintenance.
10. Park dedication shall be satisfied as a cash fee of \$13,510.00 payable at the time of final plat approval.

11. Homeowners Association documents for Spirit of Brandtjen Farm 25th Addition including the plat within the SBF Master Association and establishing a sub-association for ownership and maintenance of Lot 8, Block 1 and Outlot A shall be subject to review and approval by the City Attorney and must be recorded prior to the issuance of building permits.
 12. The developer shall execute a development contract with the City as drafted by City Attorney and subject to approval of the City Council concurrent with final plat approval.
- c. Justin Miller, City Administrator
Zach Johnson, City Engineer
Joe Masiarchin, Parks and Recreation Director
Andrea McDowell Poehler, City Attorney



City of Lakeville
Spirit of Brandtjen Farm
25th Add. Final Plat
Site Location Map

EXHIBIT A



C2.0

SPIRIT OF BRANDTJEN FARM 25TH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That SBF Commercial Holdings, LLC, a Minnesota limited liability company, owner of the following described property:

Lot Two (2), Block One (1), SPIRIT OF BRANDTJEN FARM OFFICE ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.
 Torrens Certificate No. 173728.

And

Lot One (1), Block Twenty-one (21), SPIRIT OF BRANDTJEN FARM, according to the recorded plat thereof, Dakota County, Minnesota.
 Torrens Certificate No. 149935.

Has caused the same to be surveyed and platted as SPIRIT OF BRANDTJEN FARM 25TH ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created on this plat.

In witness whereof said SBF Commercial Holdings, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

SBF Commercial Holdings, LLC

By: _____, its _____

STATE OF _____
 COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____, 20____,

by _____, the _____ of ESBF Commercial Holdings, LLC, a Minnesota limited liability company, on behalf of the company.

Signature _____ Printed Name _____
 Notary Public, _____ County, _____
 My commission expires _____

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

Dated this _____ day of _____, 20____

Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481

STATE OF MINNESOTA
 COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____,
 by Marcus F. Hampton.

Signature _____ Printed Name _____
 Notary Public, _____ County, Minnesota
 My commission expires January 31, _____

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

This plat of SPIRIT OF BRANDTJEN FARM 25TH ADDITION was approved and accepted by the City Council of the City of Lakeville, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Clerk
 Mayor

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

By: _____
 Todd B. Tollefson, Dakota County Surveyor

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

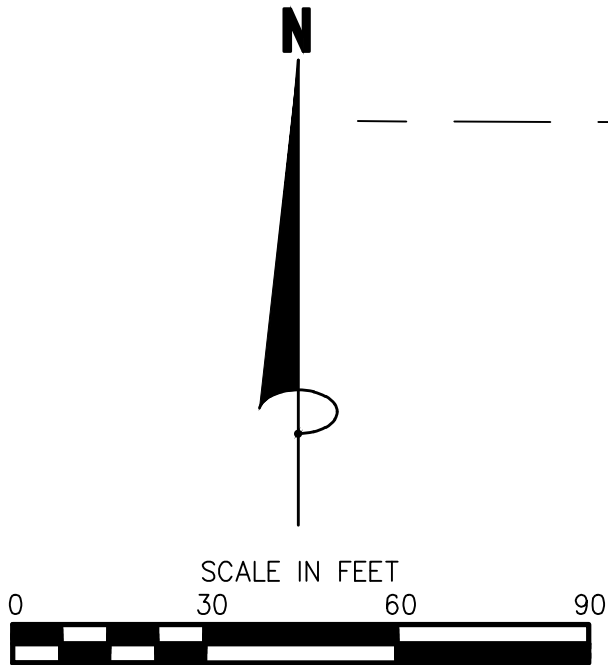
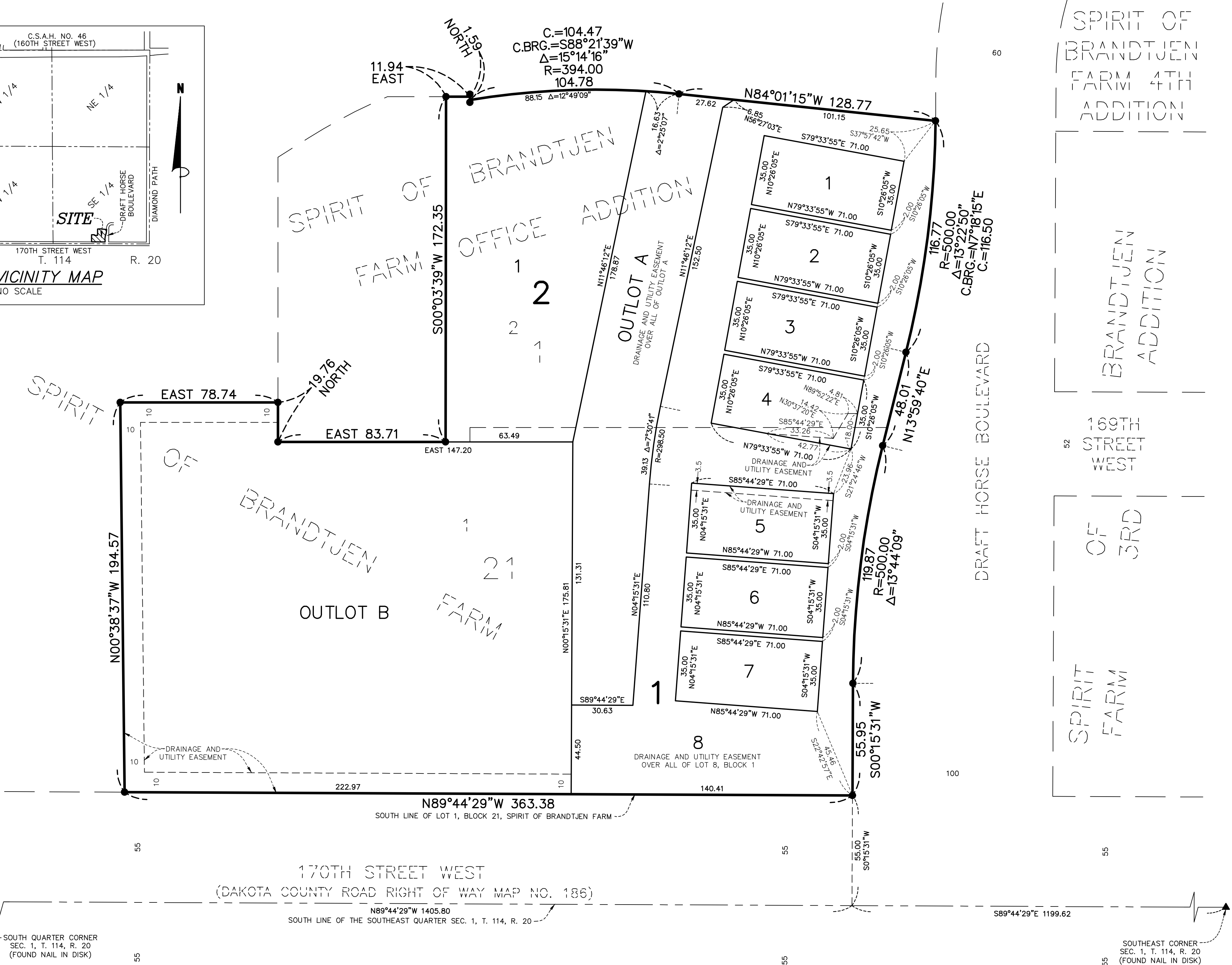
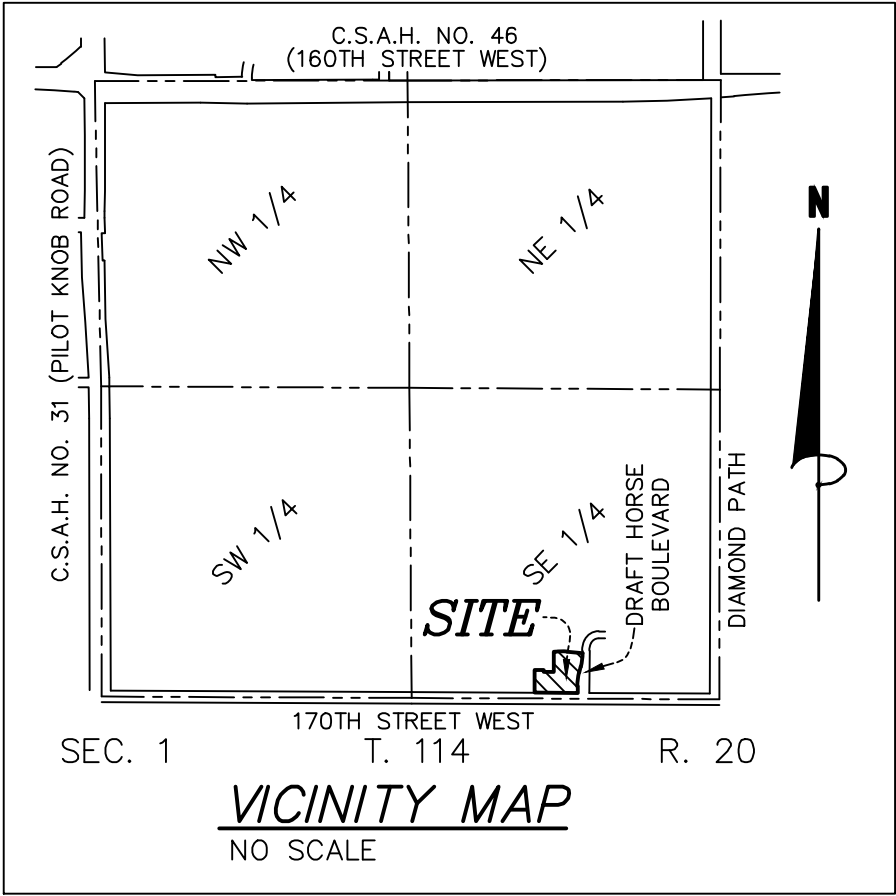
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

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

REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of SPIRIT OF BRANDTJEN FARM 25TH ADDITION was filed in the office of the Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____. M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

 Amy A. Koethe, Registrar of Titles



BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 1, BLOCK 21, SPIRIT OF BRANDTJEN FARM WHICH IS ASSUMED TO HAVE A BEARING OF NORTH 89 DEGREES 44 MINUTES 29 SECONDS WEST

- NOTE: NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION INDICATES A PLAT MONUMENT THAT WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT. SAID MONUMENTS SHALL BE 1/2 INCH x 14 INCH IRON PIPES MARKED BY L.S. NO. 47481.
- DENOTES FOUND 1/2 INCH IRON MONUMENT WITH CAP MARKED R.L.S. NO. 23021, UNLESS OTHERWISE NOTED
 - DENOTES SET 1/2 INCH IRON MONUMENT WITH CAP MARKED R.L.S. NO. 47481

EXHIBIT C

JAMES R. HILL, INC.



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
Julie Stahl, Finance Director
Dave Mathews, Building Official
Tina Goodroad, Community Development Director
Date: May 29, 2025
Subject: Spirit of Brandtjen Farm 25th Addition

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

BACKGROUND

Tradition Development has submitted a final plat application for a development to be known as Spirit of Brandtjen Farm 25th Addition. The proposed subdivision is located north of and adjacent to 170th Street, west of and adjacent to Draft Horse Boulevard, south of, east of and adjacent to Brandtjen Drive. The parent parcel consists of two platted lots (PID No. 227130021010 and 227136001020) zoned PUD, Planned Unit Development District.

The final plat consists of seven (7) townhome lots, one (1) common area lot, one (1) office space lot, and two (2) outlots on 2.44 acres.

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

- Outlot A: Private Driveway; to be retained by the developer and deeded to HOA (0.27 acres)
- Outlot B: Parking Lot; to be retained by the developer (0.94 acres)

The proposed development will be completed by:

Developer:	Tradition Development
Engineer/Surveyor:	James R. Hill, Inc.

SITE CONDITIONS

The Spirit of Brandtjen Farm 25th Addition site consists of an existing office building, gravel parking lot, and community garden constructed as part of the Planned Urban Development of Spirit of Brandtjen Farm Addition and Spirit of Brandtjen Farm Office Addition. The south end of the site generally drains north to south and the north end of the site generally drains south to north. There is property access on the west end and north end of the site.

EASEMENTS

Prior to recording of the final plat:

- A 10-foot-wide drainage and utility easement along the eastern and northern property lines of Outlot B shall be recorded.
- A cross access easement over the entirety of Outlot B shall be recorded.

STREET AND SUBDIVISION LAYOUT

Private Drives

Development of Spirit of Brandtjen Farm 25th Addition includes the construction of a privately owned and maintained roadway and parking lot providing access to townhome lots. The Developer is dedicating a drainage and utility easement over the private roadway. The City shall not be responsible for any repairs (including cost) to the private roadway and parking lot due to maintenance within the easement area.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction will be from Brandtjen Farm Drive.

PARKS, TRAILS, AND SIDEWALKS

Development of SBF 25th Addition includes the construction of new ADA compliant ramps along the south side of Brandtjen Farm Drive. Privately owned and maintained sidewalk will be constructed within the site.

The Park Dedication Fee has not been collected on the parent parcels and will be satisfied through a cash contribution with the final plat, consistent with the SBF Master PUD Agreement, calculated as follows:

7 units	x \$1,930.00	= \$13,510.00
Attached Units in SBF 25 th Addition	Attached Unit Park Dedication Rate	SBF 25 th Addition Park Dedication Fee

UTILITIES

SANITARY SEWER

Spirit of Brandtjen Farm 25th Addition is located within subdistricts NC-20070 of the North Creek sanitary sewer district, as identified in the City's Comprehensive Sewer Plan. Wastewater will be conveyed through sanitary sewer to the northern trunk monitored by meter M643A and continue to the Empire plant.

Spirit of Brandtjen Farm 25th Addition includes the extension of publicly owned and maintained sanitary sewer. 8-inch sanitary sewer will be constructed within the development and connect to the existing sanitary sewer stub at Draft Horse Boulevard. A drainage and utility easement is being established with the final plat for city ownership and maintenance of the public utilities.

The Sanitary Sewer Availability Charge has been collected on the parent parcels with the final plat of Spirit of Brandtjen Farm 1st Addition.

WATERMAIN

Development of Spirit of Brandtjen Farm 25th Addition includes the construction of publicly owned and maintained watermain. 8-inch watermain will be constructed within the development and connect to the existing watermain stub at Brandtjen Farm Drive. A drainage and utility easement is being established with the final plat for city ownership and maintenance of the public utilities.

DRAINAGE AND GRADING

BACKGROUND

Spirit of Brandtjen Farm (SBF) is a planned unit development of which development began in 2005. The proposed development encompasses nearly all of the north half of Section 1, Township 114, Range 20 and a substantial portion of the south half of said section. The initial stormwater modeling and drainage plan for SBF, located on the south half of Section 1, was prepared by Westwood Professional Services. The original design consisted of a main basin, Spirit, surrounded by six National Urban Runoff Program (NURP) basins.

The Spirit basin design did not include a gravity outlet other than infiltration. A system of pumps was incorporated into the design to serve three functions: 1) Irrigation supply, 2) Recirculation for water features, and 3) Drawdown, if needed. During 2008, a decision was made to not construct the recirculation features. As a result, the proposed pumping station was not constructed, however, the pump station draw intake line was.

As development has continued, Spirit basin appears to have adequately infiltrated all runoff from the development without the presence of the pumping system.

A gravel processing area has been in operation on the north half of Section 1 in excess of forty years. As part of gravel operations years ago, a series of basins was constructed as wash basins for sand processing. The operational need for these basins ended approximately in 2013 and a reclamation plan was prepared for the gravel processing area. As part of the reclamation plan, the largest basin was measured and quantified, and incorporated into the reclamation plan with intended use as a stormwater management basin. The basin is referred to as Nordeast Basin.

Proposed Stormwater Management Plan

Spirit of Brandtjen Farm 25th Addition is located within subdistrict NCL 80a-11P of the North Creek stormwater district, as identified in the City's Water Resources Management Plan.

Development of Spirit of Brandtjen Farm 25th Addition utilizes an existing stormwater management basin network constructed with previous additions of Spirit of Brandtjen Farm to collect and treat the stormwater runoff generated from the site. The stormwater management design is consistent with City ordinance 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.

Spirit of Brandtjen Farm 25th Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

STORM SEWER

Development of Spirit of Brandtjen Farm 25th Addition includes the construction of privately owned and maintained storm sewer systems. Private storm sewer will be installed within the subdivision to collect and convey stormwater runoff generated from within the private lots to the stormwater management basin system located within previous Spirit of Brandtjen Farm Additions.

Draintile construction is required in areas of non-granular soils within Spirit of Brandtjen Farm 25th Addition for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the developer's responsibility to install and finance.

The Storm Sewer Charge has been collected on the parent parcels with the final plat of Spirit of Brandtjen Farm 1st Addition.

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

FEMA FLOODPLAIN ANALYSIS

Spirit of Brandtjen Farm 25th Addition is shown on the Flood Insurance Rate Map (Map No. 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

Trees are identified in the removal plan at Spirit of Brandtjen Farm 25th Addition to be relocated on the site. No trees are proposed for removal.

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 Developer is responsible for obtaining a MPCA Construction Permit for the site as well as developing a SWPPP for the site prior to construction. Changes made throughout construction must be documented in the SWPPP. No grading can take place on the site until a complete SWPPP is submitted to the City for review and approval.

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

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

\$57,506.34	x 2% Grading Costs	= \$1,150.13
Grading Cost	2025 Rate	MS4 Administration Fee
Spirit of Brandtjen Farm		Spirit of Brandtjen Farm 25 th
25 th Addition		Addition

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Spirit of Brandtjen Farm 25th Addition. Construction costs are based upon bid prices submitted by the Developer's engineer on May 20, 2025.

CONSTRUCTION COSTS

Sanitary Sewer	\$ 69,982.94
Watermain	98,301.09
Storm Sewer Connection	5,000.00
Streets	19,570.50
Grading, Drainage, Erosion Control and Restoration	5,000.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 197,854.53

OTHER COSTS

Developer's Design (3.0%)	\$ 5,935.64
Developer's Construction Survey (2.5%)	4,946.36
City's Legal Expense (0.5%)	989.27
City Construction Observation (5.0%)	9,892.73
Developer's Record Drawing (0.5%)	989.27
Landscaping	70,270.00
Lot Corners/Iron Monuments	1,100.00
SUBTOTAL - OTHER COSTS	\$ 94,123.27
TOTAL PROJECT SECURITY	\$ 291,977.80

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 \$1,100.00. 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 \$1,650.00 for traffic control signs shall be paid with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location.

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

$$\begin{array}{rcl}
 7 \text{ units} & \times \$40.48/\text{unit} & = \$283.36 \\
 \text{Total Units} & \text{2025 Rate} & \text{Streetlight Operating Fee} \\
 \text{Spirit of Brandtjen Farm 25}^{\text{th}} \text{ Addition} & & \text{Spirit of Brandtjen Farm 25}^{\text{th}} \text{ Addition}
 \end{array}$$

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

7 units	x \$61.52/unit	x 0.50	= \$215.32
Total Units (Townhome)	2025 Rate	Utility Factor	Environmental Resources Fee
Spirit of Brandtjen Farm 25 th Addition			Spirit of Brandtjen Farm 25 th Addition

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

11 lots/outlots	x \$90.00/unit	= \$990.00
Lots/Outlots	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee
Spirit of Brandtjen Farm 25 th Addition		Spirit of Brandtjen Farm 25 th 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 (AutoCAD) or .dxf format.

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$5,935.64.

CASH REQUIREMENTS

Park Dedication	\$ 13,510.00
Traffic Control Signs	1,650.00
Streetlight Operating Fee	283.36
Environmental Resources Management Fee	215.32
MS4 Administration Fee	1,150.13
Property Data and Asset/Infrastructure Management Fee	990.00
City Engineering Administration (3.00%)	5,935.64
TOTAL CASH REQUIREMENTS	\$ 23,734.45

RECOMMENDATION

Engineering recommends approval of the final plat, grading and erosion control plan, tree preservation, and utility plan for Spirit of Brandtjen Farm 25th Addition, subject to the requirements and stipulations within this report.



Date: 7/7/2025

Ritter Meadows Fourth Addition Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the Ritter Meadows Fourth Addition final plat.

Overview

TCLD LF3 Ritter, LLC has submitted a final plat application and plans for Ritter Meadows Fourth Addition, which includes 29 single family home lots and 50 detached townhome lots on 21.55 acres located west of Keokuk Avenue and north of 205th Street. This is the third and final phase of the revised preliminary plat of 29 single family lots, 99 detached townhome lots, and 135 attached townhome lots approved by the City Council on September 16, 2024. The Ritter Meadows final plat included 80 attached townhomes and 19 detached townhomes as the first phase of development was approved by the City Council on May 20, 2024. Ritter Meadows Second Addition of 55 attached townhome lots and 30 detached townhome lots was approved by the City Council on October 1, 2024. Ritter Meadows Third Addition was a replat of 70 attached townhome lots from the Ritter Meadows final plat and was approved by the City Council on December 16, 2024. The lot, block and street design of the Ritter Meadows Fourth Addition final plat is consistent with the approved revised 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. June 4, 2025 Planning and Engineering memos

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

(Reserved for Dakota County Recording Information)

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE FINAL PLAT OF RITTER MEADOWS FOURTH
ADDITION**

WHEREAS, the owner of the property described as **RITTER MEADOWS FOURTH ADDITION** has requested final plat approval; and

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

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

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. The **RITTER MEADOWS FOURTH ADDITION** final plat is approved subject to the development contract and security requirements.
2. The Mayor and City Clerk are hereby authorized to sign the development contract and the final plat mylars.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 7th day of July 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. 24-____ 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 7th day of **July 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)

RITTER MEADOWS FOURTH ADDITION

THIS DEVELOPMENT CONTRACT (the “Contract”) dated July _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **TCLD LF3 RITTER, LLC**, a Minnesota limited liability company (the “Developer”).

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for ***RITTER MEADOWS FOURTH ADDITION*** (referred to in this Contract as the “plat”). The land is situated in the County of Dakota, State of Minnesota, and is legally described as:

Outlot F, Ritter Meadows, Dakota County, Minnesota, according to the recorded plat thereof;

And

Outlot A, Ritter Meadows Second Addition, Dakota County, Minnesota, according to the recorded plat thereof.

[Platted as Ritter Meadows Fourth Addition, Dakota County, Minnesota.]

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

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

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

5. PRELIMINARY PLAT STATUS. If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within four (4) years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For four (4) 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 thirty (30) days after demand by the City, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

The Developer is responsible for obtaining a MPCA Construction Permit 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 within the buffer areas. Redundant silt fence is required along all 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. Any additional measures shall be installed and maintained by the Developer.

The MS4 Administration Fee for Ritter Meadows Fourth Addition has been collected with the Ritter Meadows final plat.

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 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 such lots with footings to be 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.

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

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

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

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

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

19. STORM SEWER. Public storm sewer will outlet to a stormwater basin constructed with Ritter Meadows grading permit issuance. The basin will be in Outlot B, Ritter Meadows final plat and provide treatment and rate control of stormwater runoff generated from the site. The stormwater management design is consistent with the City's stormwater management ordinance.

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 a public stormwater management basin located with Outlot C, Ritter Meadows.

Draintile construction is required in areas of non-granular soils within Ritter Meadows 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 as follows:

Storm Sewer Charge Summary		
Gross Area of Ritter Meadows Fourth Add.		939,154 s.f.
Less Area of Outlot A (Future Development)		(-) 8712 s.f.
Total Storm Sewer Charge Area		930,442 s.f.
930,442 s.f. Net Area Ritter Meadows Fourth Addition	x \$0.178/s.f. 2025 Unit Rate	= \$165,618.68 Storm Sewer Charge Ritter Meadows Fourth Addition

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

20. SANITARY SEWER. Ritter Meadows Fourth Addition is located within subdistricts SC-13300 and SC-13310 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.

The Developer shall construct and extend sanitary sewer within the subdivision from stubs located within Kettle Pass, Keokuk Avenue, and Keystone Avenue, to be constructed within Ritter Meadows. The Developer shall also extend sanitary sewer to the northern extents of the subdivision along Kettle Pass from a stub located within Keokuk Avenue and 200th Street.

The Developer is eligible for credit for sanitary sewer improvements oversized to serve future development. A \$25,122.08 credit will be applied to the Ritter Meadows 4th Addition cash requirement.

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

79 units Total Units Ritter Meadows Fourth Addition	x \$327.00 2025 Unit Rate	= \$25,833.00 Sanitary Sewer Availability Charge Ritter Meadows Fourth Addition
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21. WATERMAIN. The Developer shall construct and extend public watermain within the subdivision from stubs located along Kettle Pass, Keokuk Avenue, and Keystone Avenue.

The Developer is eligible for a credit for watermain improvements oversized to serve future development. A \$84,499.93 credit will be applied to the Ritter Meadows 4th Addition cash requirement.

The Developer is eligible for reimbursement for the cost difference between installing a privately owned and maintained high-efficiency irrigation system and a standard system in Ritter Meadows. The reimbursement will include design costs, construction observation (at a rate of \$6,000 per phase), and development of a maintenance manual (all to be completed by Water in Motion, Inc.) to be included in all future property management documents. The Developer and future property management association will be responsible for all future operation, maintenance, and upkeep of the irrigation system.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction shall be from Keokuk Avenue and minimize the amount of residential property frontage used for access.

23. KEYSTONE AVENUE IMPROVEMENTS. The Developer shall construct a temporary Cul-de-Sac at the north end of Keystone Avenue and enter into a temporary turnaround easement with the City in a recordable form approved by the City and provide a \$5,000.00 security for the future removal. Future street extension signs and barricades must be installed at the end of 200th Street.

24. PARKS, TRAILS, AND SIDEWALKS. The Developer shall install five-foot wide concrete sidewalks, with pedestrian curb ramps, along one side of all local streets. The Developer shall construct an eight-foot-wide bituminous trail along the west side of Keokuk Avenue. The City shall apply a credit to the Developer in the amount of \$6,273.00 for the City's 3/8ths share (excluding grading and restoration) of the trail improvements.

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

79 units	x \$3,968.00	= \$313,472.00
Total Units	2025 Unit Rate	Park Dedication Fee
Ritter Meadows Fourth Addition		Ritter Meadows Fourth Addition

25. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee in the amount of \$4,650.00 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:

79 units	x \$40.48/unit	= \$3,197.92
Total Units	2025 Rate	Streetlight Operating Fee
Ritter Meadows Fourth Addition		Ritter Meadows Fourth Addition

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

79 units	x \$61.52/unit	x 1.00	= \$4,860.08
Total Units	2025 Rate	Utility Factor	Environmental Resources Fee
Ritter Meadows Fourth Addition			Ritter Meadows Fourth Addition

27. LANDSCAPING. For Lots 1-16, Block 3 and Lots 1-13, Block 4, 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 for any lot, 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, dated May 30, 2025. The Developer shall post a \$133,267.50 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

28. TREE PRESERVATION. The tree preservation/inventory plan submitted with the Ritter Meadows preliminary plat identifies approximately 812 existing significant trees located within the preliminary plat boundaries. All “save” trees that are damaged or removed will require replacement at a ratio of 2:1. Significant trees, as identified in the Tree Preservation ordinance (10-4-11), shall be protected and preserved through termination of all grading and construction activities. The final plat is consistent with the approved preliminary plat tree preservation plan.

29. WETLANDS. A wetland delineation of the site was approved on December 10, 2021. No wetland impacts are proposed with Ritter Meadows Fourth Addition.

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

- A. Implementation of the recommendations listed in the June 4, 2025, Planning Report, and June 4, 2025, Engineering Report.

- B. The Developer shall install a "Future Street Extension" sign and barricades at the north end of Keokuk Avenue.
- C. A Homeowners Association shall be established for the ownership and maintenance of Lot 45, Block 1, and Lot 7, Block 2. The City must be provided with documents establishing the Homeowners Association for review and approval by the City Attorney and provide proof of recording of the Homeowners Association documents prior to issuance of building permits for the detached townhome units.
- D. Prior to recording of the final plat, the Developer shall enter into a temporary drainage and utility easement with the City, in a recordable form approved by the City, providing 10 foot-wide easements along the east, north, and west perimeter of Outlot A, and a five-foot wide easement along the south perimeter of Outlot A.
- 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 \$8,000.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 80 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 \$7,200.00.
- 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 \$13,400.00 and consists of ten (10) post-top street lights at \$1,200.00, and one (1) mast arm lights at \$1,400.00 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.

31. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for \$2,048,170.27. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$385,851.14
B. Watermain	555,485.95
C. Storm Sewer	379,963.78
D. Streets	706,869.40
E. Grading, Erosion Control and Vegetation Establishment	<u>20,000.00</u>
CONSTRUCTION SUB-TOTAL	<u>\$2,048,170.27</u>

OTHER COSTS:

A. Developer's Design (3.0%)	\$61,445.11
B. Developer's Construction Survey (2.5%)	51,204.26
C. City Legal Expenses (Est. 0.5%)	10,240.85
D. City Construction Observation (Est. 5.0%)	102,408.51
E. City Record Drawings (0.5%)	10,240.85
F. Temporary Cul-de-Sac Removal/Restoration	5,000.00
G. Landscaping	133,267.50
H. Street Lights	13,400.00
I. Lot Corners/Iron Monuments	<u>8,000.00</u>
OTHER COSTS SUB-TOTAL	<u>\$395,207.08</u>
TOTAL SECURITIES:	\$2,443,377.35

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.

32. 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	\$313,472.00
B. Sanitary Sewer Availability Charge	25,833.00
C. Storm Sewer Charge	165,618.68
D. Traffic Control Signs	4,650.00
E. Street Light Operating Fee	3,197.92
F. Environmental Resources Expenses	4,860.08
G. Property Data and Asset/Infrastructure Management Fee	7,200.00
H. City Engineering Administration (3% for letters of credit)	<u>61,445.11</u>
TOTAL CASH REQUIREMENTS	\$586,276.79
CREDITS TO THE CASH REQUIREMENTS	
Trail Improvements (Park Dedication Fee)	\$6,273.00

Sanitary Sewer Oversize Credit (Sanitary Sewer Fund)	\$25,122.08
Watermain Oversize Credit (Water Fund)	<u>84,499.93</u>
SUBTOTAL – CREDITS TO THE CASH REQUIREMENTS	<u>\$115,895.01</u>
TOTAL CASH REQUIREMENTS	\$470,381.78

33. 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 if the Developer fails to timely perform such work; provided the Developer is first given notice of the work in default not less than five (5) business days in advance, except that no notice is required in an emergency as determined by the City. The City's standard specifications for utility and street construction identify the procedures for final acceptance of streets and utilities.

34. 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.

35. 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.

36. 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.

37. 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 in care of Ben Schmidt by certified mail at the following address: 4800 Olson Memorial Highway, Suite 200, Golden Valley, Minnesota 55422. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

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

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of July, 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

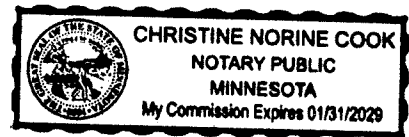
DEVELOPER:
TCLD LF3 RITTER, LLC

BY: [Signature]
Benjamin Schmidt
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 2nd day of July, 2025, by Benjamin Schmidt, the President of **TCLD LF3 RITTER, LLC**, a Minnesota limited liability company, on behalf of said entity.

[Signature]
NOTARY PUBLIC



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



City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, Community Development Director
From: Kris Jenson, Planning Manager
Date: June 4, 2025
Subject: Ritter Meadows Fourth Addition Final Plat
Application Action Deadline: July 8, 2025

INTRODUCTION

TCLD LF3 Ritter, LLC (Twin Cities Land Development) has submitted an application and plans for the final plat of Ritter Meadows Fourth Addition, which includes 29 single family home lots and 50 detached townhome lots on 21.55 acres located north of 205th Street and west of Interstate 35. This is the final phase of the preliminary plat of 29 single family lots, 99 detached townhome lots, and 135 attached townhome lots that was approved by the City Council on September 16, 2024. The lot, block and street design of the Ritter Meadows Fourth Addition final plat is consistent with the approved preliminary plat. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

EXHIBITS

- A. Aerial Location Map
- B. Approved Preliminary Plat
- C. Final Plat

PLANNING ANALYSIS

Existing Conditions. The Ritter Meadows subdivision is under development and construction of detached townhomes has begun on the site. Previously the site was used for a homestead and for mining activity and a grading permit has been issued for the site.

Zoning. The zoning of the parent parcels to be developed is RST-2-, Single- and Two-Family Residential District, in which detached townhomes and single family homes are a permitted use.

TOWNHOME DEVELOPMENT STANDARDS

Lot Requirements. The following minimum requirements for townhome building setbacks in the RST-2 District pertain to the Ritter Meadows Fourth Addition final plat:

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

The unit lots shown on the Ritter Meadows Fourth Addition final plat have sufficient area to accommodate the detached townhome units.

The RST-2 District requires at least 5,000 square feet per unit. The Ritter Meadows Fourth Addition final plat has an average of 11,142 square feet per unit for the townhome area, which exceeds the minimum lot area per unit requirements of the RST-2 District.

Homeowner's Association. A Homeowner's Association (HOA) is required to be established for the ownership and maintenance of the following common area lots:

- Lot 45, Block 1
- Lot 7, Block 2

The HOA documents shall be provided to the city for review and approval by the City Attorney. Once approved those HOA documents must be recorded and proof of the recording provided prior to issuance of building permits for detached townhome units.

SINGLE FAMILY 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 29 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)	Rear
20 feet house 25 feet garage	7 feet	20 feet	30 feet

The proposed building pads meet the minimum setback requirements for interior and corner lots.

Development Density. The Ritter Meadows Fourth Addition final plat consists of 29 single family home lots and 50 detached townhome lots on 21.55 acres for a gross density of 3.67 units

per acre. Removing the outlot leaves 21.35 acres to be developed, resulting in a net density of 3.7 units per acre overall. The density of the single family home lots area is 3.39 units per acre and the density of the detached townhome area is 3.91 units per acre.

Phasing. This is the third development phase of the Ritter Meadows preliminary plat but fourth final plat (The Ritter Meadows 3rd Addition final plat was a re-plat of the Ritter Meadows final plat.) There will be no remaining residential lots to be platted after the recording of the Ritter Meadows Fourth Addition final plat.

Outlots. There is one outlot proposed with the Ritter Meadows Fourth Addition final plat. Outlot A is 0.2 acres in size and will be retained by the developer for future development. Ten-foot-wide temporary drainage and utility easements must be dedicated along the west, north, and east property lines and a five foot wide drainage and utility easement along the south property line.

Access. Construction access for Ritter Meadows will be determined with the final construction plans.

Streets & Right-of-Way. Ritter Meadows Fourth Addition is adjacent to or will include the construction of the following streets:

Keokuk Avenue will be a 36-foot-wide minor collector street within an 80-foot-wide right-of-way that will run along the east side of the final plat. A trail will be constructed along the west side of the street, with a future trail to be constructed on the east side of the street at the time that Outlot H, Ritter Meadows develops. The Developer will be required to install barricades and a “Future Street Extension” sign at the north end of Keokuk Avenue, until Keokuk Avenue is extended in the future.

Keystone Avenue will be a 32-foot-wide local street within a 60-foot-wide right of way with a sidewalk on one side of the street extended north from its current location to connect with Kerkhoven Way.

Keystone Court will be a 32-foot-wide local street within a 60-foot-wide right of way that ends in a permanent cul de sac. It extends north from the intersection of Keystone Avenue and Kerkhoven Way.

Kettle Pass will be a local, 32-foot-wide residential street within a 60-foot-wide right of way that will be extended north from its current location to intersect with Kerkhoven Way.

200th Street/Keystone Avenue will be a 32-foot-wide local street within a 60-foot-wide right of way with a sidewalk on one side of the street and a temporary turnaround at the north terminus of the street. The Developer will be required to install barricades and a “Future Street Extension” sign at the north terminus of Keystone Avenue until it is extended with a future phase, as well as to provide the temporary turnaround easement and \$5,000 cash escrow for the future removal of the temporary turnaround.

Trails. The Developer will construct an eight-foot-wide bituminous trail along the west side of Keokuk Avenue.

Landscaping. Per the approved landscape plan, a mix of trees and shrubs are planned along the west side of Keokuk Avenue, in the area of the detached townhomes. That same area will also have trees planted in front of and behind the detached units and the common areas will be irrigated. A security of \$133,267.50 must be submitted with the final plat for landscaping.

Park Dedication. Park dedication for Ritter Meadows Fourth Addition will be satisfied through a cash contribution of \$313,472.00 is required with the final plat to satisfy the Park Dedication requirement for Ritter Meadows Fourth Addition. Please see the June 4, 2025 engineering report for more details.

Tree Preservation. A tree preservation plan was prepared and approved with the preliminary plat. The plan identified 812 significant trees within the Ritter Meadows plat boundary and proposed to save 103 (12.7%) trees. Tree removal has occurred in conjunction with grading work currently occurring at the site.

Wetlands. A wetland delineation was completed and approved in 2021. There are no wetland impacts proposed with the Ritter Meadows Fourth Addition final plat.

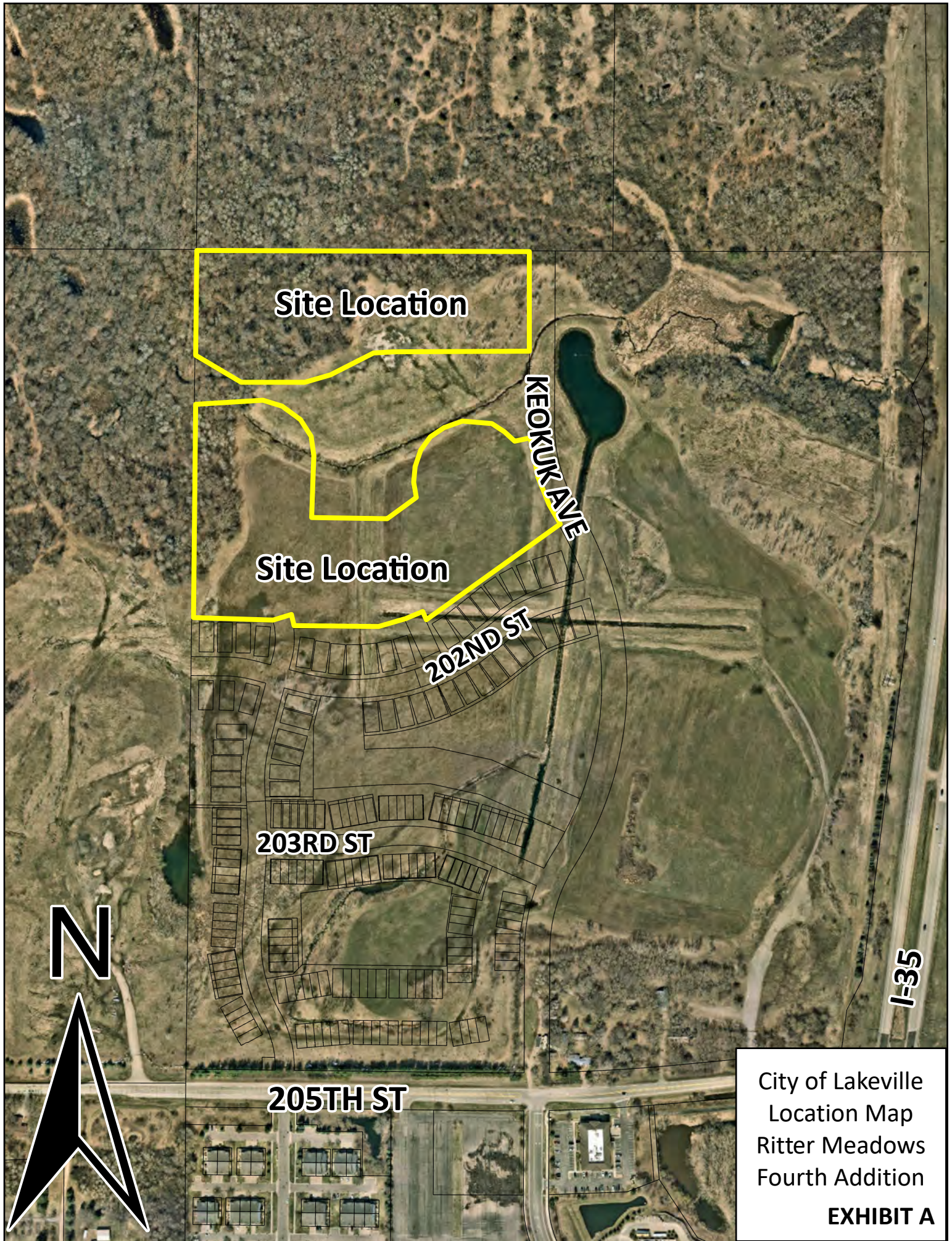
Grading, Drainage and Erosion Control. The final plat includes grading, drainage and erosion control plans. Grading, drainage and erosion control is discussed in more detail in the June 4, 2025 engineering report.

RECOMMENDATION

The Ritter Meadows Fourth Addition final plat is consistent with the approved preliminary plat and complies with the requirements of the Zoning and Subdivision Ordinances. Community Development Department staff recommends approval of the Ritter Meadows Fourth Addition final plat subject to the following conditions:

1. The recommendations listed in the June 4, 2025 engineering report.
2. Five-foot-wide concrete sidewalks shall be constructed along one side of all streets, at the developer's expense, as shown on the approved final plat plans.
3. An eight-foot-wide trail must be constructed along the west side of Keokuk Avenue.
4. The developer shall pay \$313,472.00 in park dedication fees with the final plat.
5. A security of \$133,267.50 must be submitted with the final plat for landscaping.
6. Barricades and a "Future Street Extension" sign must be placed at the end of Keokuk Avenue and Keystone Avenue.

7. The Developer must construct a temporary turnaround at the north end of Keystone Avenue, as well as providing a temporary turnaround easement and a \$5,000 cash escrow for the future removal.
8. A homeowners association (HOA) is required to be established for the ownership and maintenance of the following common area lots:
 - Lot 45, Block 1
 - Lot 7, Block 2
9. HOA documents must be provided to the city for review and approval by the City Attorney, and once approved, the HOA documents must be recorded and proof of the recording provided prior to issuance of building permits for detached townhome units.
10. Prior to recording the final plat, the Developer must execute a temporary easement document for Outlot A, providing 10-foot-wide easements along the east, north, and west perimeter and a five-foot-wide easement along the south perimeter.



Site Location

Site Location

KEOKUK AVE

202ND ST

203RD ST

205TH ST

I-35

City of Lakeville
Location Map
Ritter Meadows
Fourth Addition

EXHIBIT A

PARCEL ID: 220230075013
OWNER: CORY AND SARAH LINDH

PARCEL ID: 220230075013
OWNER: CORY AND SARAH LINDH

ID: 005010
CITY: TWINCITY

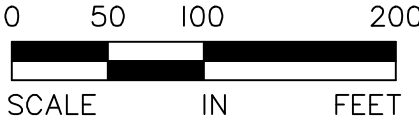


SITE PLAN NOTES:

1. REFER TO ARCHITECTURAL DRAWINGS FOR CONCRETE STOOPS ADJACENT TO PROPOSED BUILDING.
2. CONTINUOUS CONCRETE CURB & GUTTER WHICH CHANGES TYPE SHALL HAVE A MIN. FIVE FOOT (5') TRANSITION ON PRIVATE ROADS.
3. ALL CONCRETE CURB AND GUTTER ADJACENT TO CONCRETE WALK BE SEPARATED BY A 1/2 INCH EXPANSION JOINT.
4. PAVEMENT STRIPING SHALL BE 4 INCH WHITE.
5. ALL WORK WITHIN THE R.O.W. SHALL COMPLY WITH CITY OF LAKEVILLE ENGINEERING DESIGN STANDARDS.
6. ALL STREET SIGNAGE, PUBLIC & PRIVATE, SHALL COMPLY WITH THE MN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
7. ALL CURB AND GUTTER TO BE CONCRETE B612 OR MOUNTABLE TYPE AS NOTED, PER CITY OF LAKEVILLE STANDARDS.
8. ALL PUBLIC SIDEWALKS WITHIN THE PUBLIC RIGHT OF WAY SHALL BE 5' WIDE
9. TYPICAL PRIVATE PARKING STALL = 9'x18'

LEGEND:

- EASEMENT LINE
- BUILDING SETBACK
- ===== PROPERTY LINE
- ===== LOT LINE
- ROW



ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

EXHIBIT B

RITTER MEADOWS

LAKEVILLE, MINNESOTA

PRELIMINARY PLAT SUBMITTAL

SITE PLAN OVERVIEW

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CL/R: WICKMUND, PE

Date: License No.

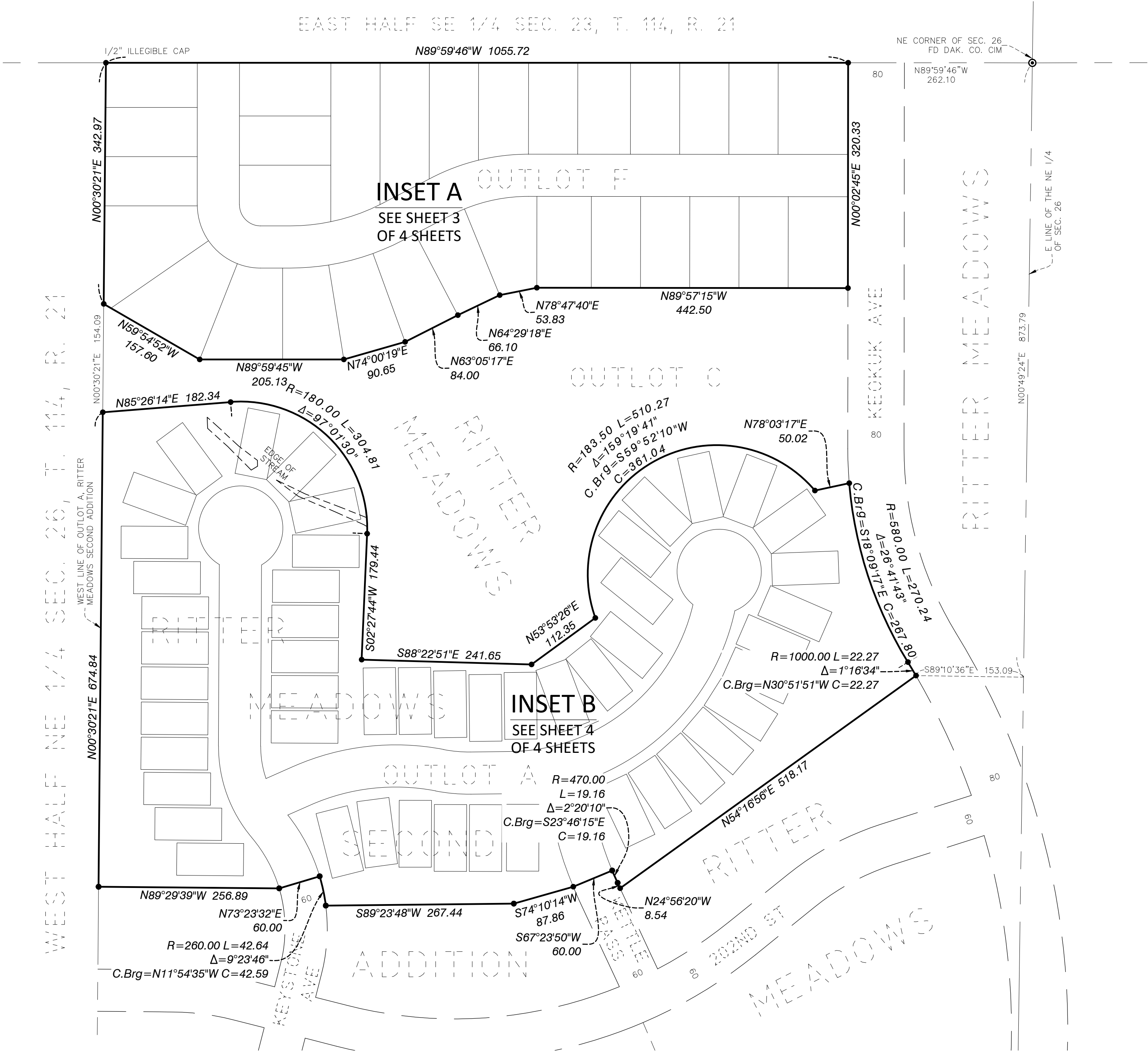
QUALITY ASSURANCE/CONTROL

DATE	ISSUE
11/3/23	CITY SUBMITTAL
1/26/23	CITY RESUBMITTAL
3/6/23	CITY RESUBMITTAL
3/28/23	STORMWATER RESUBMITTAL
5/3/23	BID SET
11/20/23	AMENDED PRELIM PLAT
11/28/23	AMENDED PRELIM PLAT
12/21/23	AMENDED PRELIM PLAT
6/26/24	AMENDED PRELIM PLAT
9/6/24	CITY RESUBMITTAL

PROJECT TEAM DATA	
DESIGNED:	CW
DRAWN:	AA/JP/LJ
PROJECT NO:	222-0122

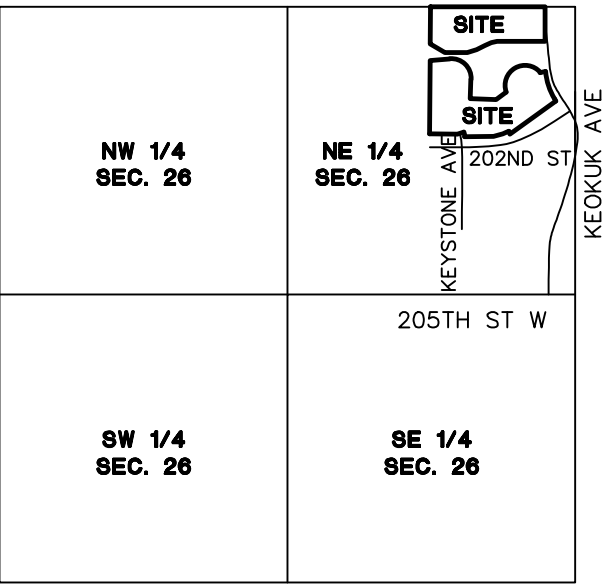
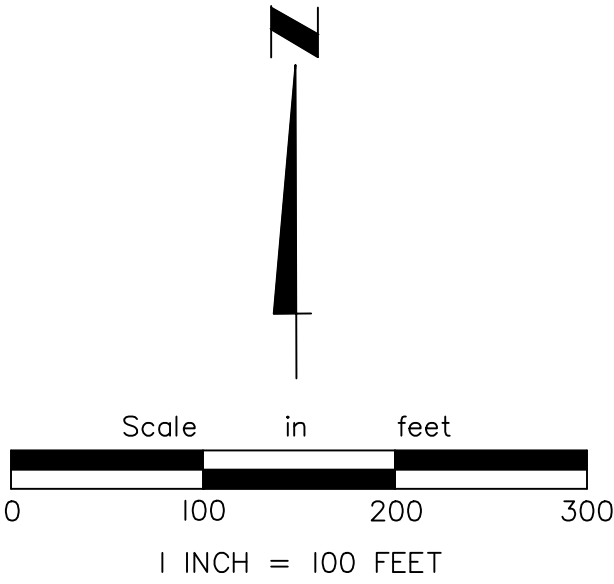
11

RITTER MEADOWS FOURTH ADDITION



THE WEST LINE OF OUTLOT A, RITTER MEADOWS SECOND ADDITION HAS AN ASSUMED BEARING OF N00°30'21"E.

- Denotes monument found 1/2 inch iron pipe marked by license no. 57366 unless otherwise shown
- ⊙ Denotes Dakota County Monument



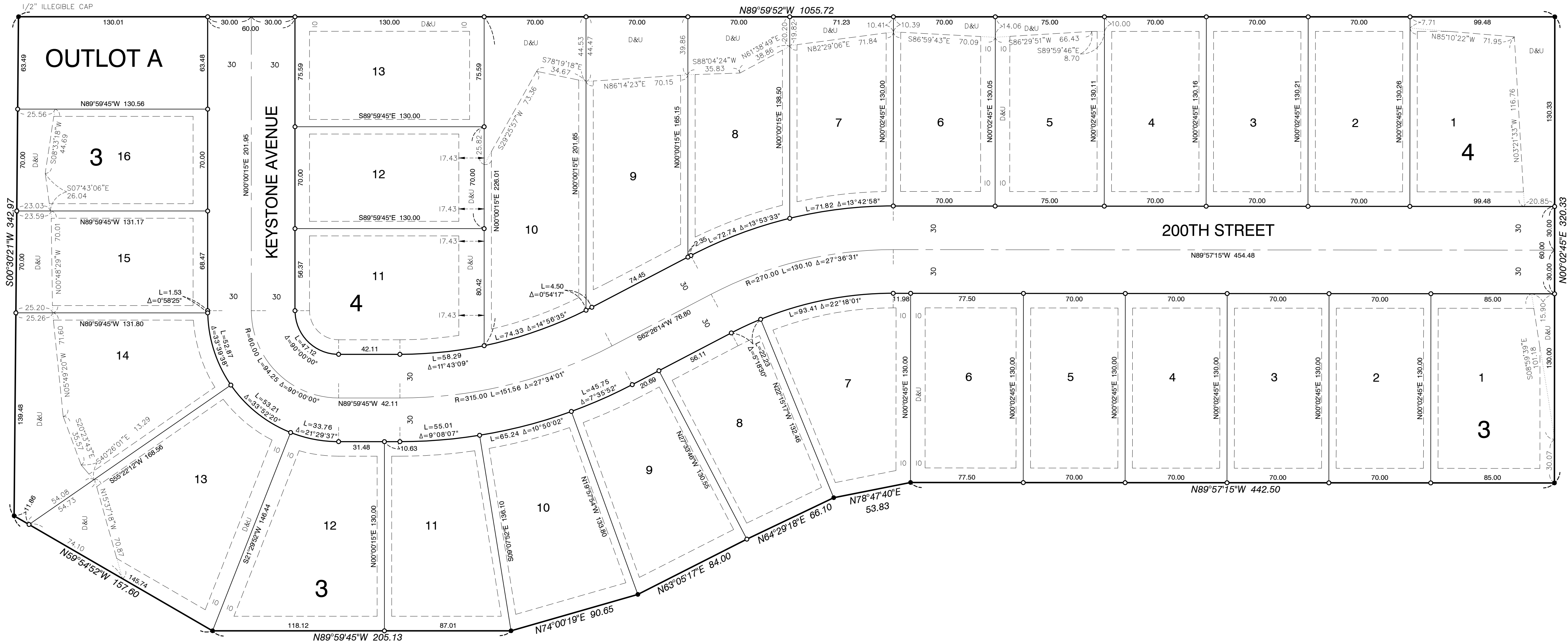
VICINITY MAP
SECTION 26, T114, R21
NOT TO SCALE



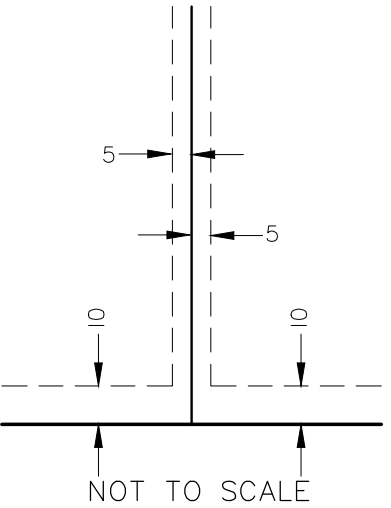
EXHIBIT C

RITTER MEADOWS FOURTH ADDITION

INSET A

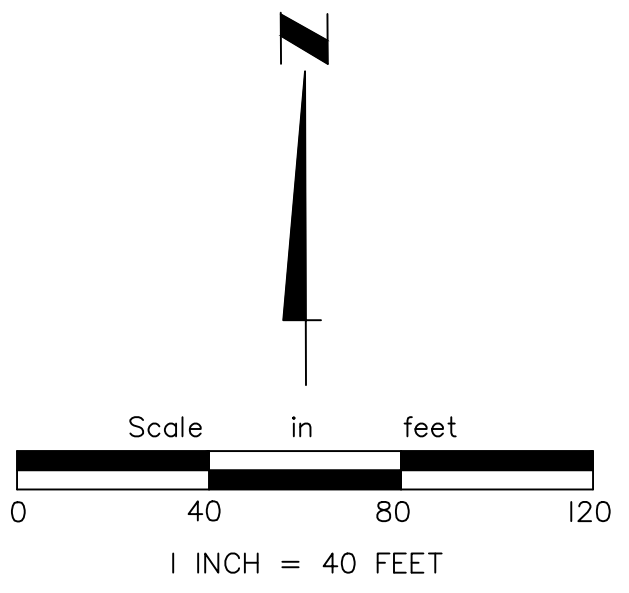


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining side lot lines and 10 feet in width and adjoining rear lot lines and right of way lines, unless otherwise indicated on plat.

- Denotes monument found 1/2 inch iron pipe marked by license no. 57366 unless otherwise shown
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366 unless otherwise shown
- D & U Denotes drainage and utility easement



RITTER MEADOWS FOURTH ADDITION

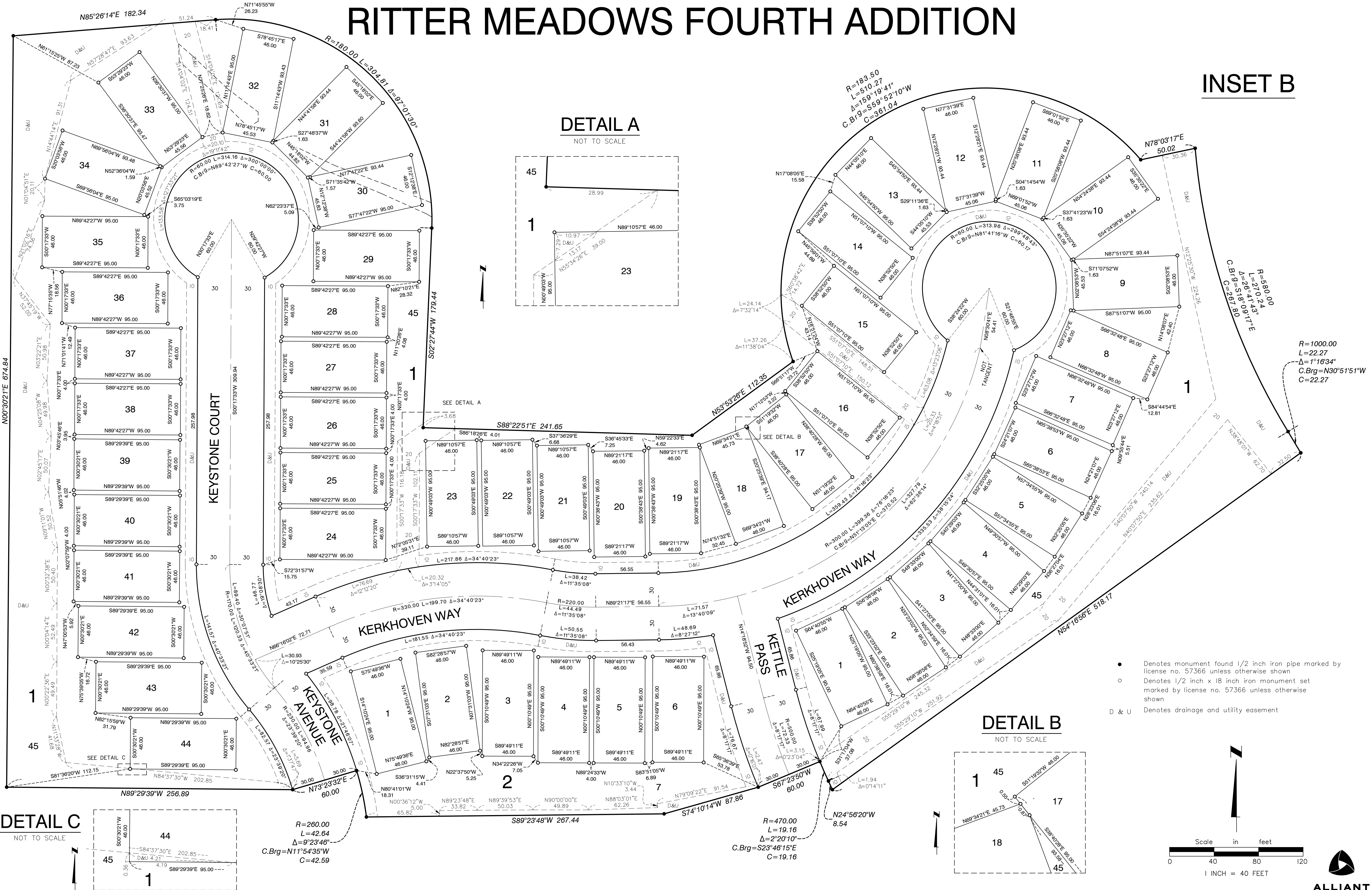
INSET B

DETAIL A

NOT TO SCALE

DETAIL B

NOT TO SCALE





Memorandum

To: Kris Jenson, Planning Manager

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

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

Date: June 4, 2025

Subject: Ritter Meadows Fourth Addition

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

BACKGROUND

TCLD LF3 Ritter, LLC (Twin Cities Land Development) and DPS-Lakeville, LLC submitted a revised preliminary plat and final plat named Ritter Meadows Fourth Addition. This is the fourth final plat of the Ritter Meadows preliminary plat approved by the City Council on January 16, 2024 and subsequently revised and approved by the City Council on September 16, 2024. The proposed subdivision is located north of 205th Street and west of Interstate 35. The parcels are zoned RST-2 (Single and Two-Family Residential District).

The final plat consists of 29 single family lots, 50 detached townhome lots, two common area lots, and one outlot on 21.55 acres.

The outlot created with the final plat has the following use:

Outlot A: Future Development; retained by TCLD LF3 Ritter, LLC (0.2 acres)

The development will be completed by:

Developer: TCLD LF3 Ritter, LLC (Twin Cities Land Development)
Engineer/Surveyor: Alliant

SITE CONDITIONS

The Ritter Meadows site has been mass graded following approval of the preliminary plat and issuance of a grading permit. Construction of Ritter Meadows is active at the site. The site originally consisted of undeveloped agricultural land. Most of the site was previously mined and subsequently reclaimed. The northeast and northwest corners of the site appear to have been naturally preserved and contain woodlands.

ENVIRONMENTAL ASSESSMENT WORKSHEET (EAW)

An environmental assessment worksheet (EAW) was prepared consistent with Environmental Quality Board (EQB) requirements and Minnesota Rules 4410. The Developers addressed the comments identified in the EAW review process. A Negative Declaration on the EAW was adopted by the City Council on September 19, 2022.

EASEMENTS

The parent parcels contained a number of existing public and private easements. The existing public easements were vacated upon approval of the Ritter Meadows preliminary plat.

Prior to recording of the final plat:

- A temporary drainage and utility easement along the property lines of Outlot A shall be recorded that is 10-foot-wide on the east, north, and west perimeter and five-foot-wide on the south perimeter.

STREET AND SUBDIVISION LAYOUT

Interstate 35

Ritter Meadows Fourth Addition is located west of Interstate 35, a state highway classified as a principal arterial. No additional right-of-way is required, and no construction improvements are proposed with Ritter Meadows Fourth Addition.

Keokuk Avenue

Development of Ritter Meadows Fourth Addition includes the construction of Keokuk Avenue, a City roadway classified as a minor collector. The roadway is designed as a 36-foot-wide urban road within an 80-foot-wide right-of-way. The Developers have dedicated the necessary right-of-way with the final plat, Ritter Meadows. The Developer shall install a "Future Street Extension" sign and barricades at the north end of Keokuk Avenue.

Local Roads

Development of Ritter Meadows Fourth Addition includes construction of 200th Street, Kerkhoven Way, Keystone Avenue, and Keystone Court, 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 Developers are dedicating the necessary right-of-way as shown on the final plat. Road connections to Kerkhoven Way from the stubs on Kettle Pass and Keystone Avenue that were completed with Ritter Meadows 2nd Addition, will be made with this addition. The Developer (TCLD LF3 Ritter, LLC) shall construct a temporary cul-de-sac at the north end of Keystone Avenue within public roadway, drainage and utility easements and provide a \$5,000 security for the future removal. Future street extension signs and barricades must be installed at the end of 200th Street.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction shall be from Keokuk Avenue and minimize the amount of residential property frontage used for access.

PARKS, TRAILS, AND SIDEWALKS

Development of Ritter Meadows Fourth Addition includes the construction of public sidewalks. Five-foot-wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of all local streets. An eight-foot-wide bituminous trail will be constructed along the west side of Keokuk Avenue. The Developer is eligible for credit for the City's 3/8ths share (excluding grading and restoration) of the trail improvements. A \$6,273.00 credit will be applied to the Ritter Meadows Fourth Addition cash requirements.

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

79 units	x \$3,968.00	= \$313,472.00
Total Units	2025 Unit Rate	Park Dedication Fee
Ritter Meadows		Ritter Meadows
Fourth Add.		Fourth Addition

UTILITIES

SANITARY SEWER

Ritter Meadows Fourth Addition is located within subdistricts SC-13300 and SC-13310 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.

RITTER MEADOWS FOURTH ADDITION – FINAL PLAT

JUNE 4, 2025

PAGE 4 OF 9

Development of Ritter Meadows Fourth Addition includes construction of public sanitary sewer. Sanitary sewer will extend within the subdivision from stubs located within Kettle Pass, Keokuk Avenue, and Keystone Avenue, to be constructed with Ritter Meadows. Sanitary sewer will also extend to the northern extents of the subdivision along Kettle Pass from a stub located within Keokuk Avenue and 200th Street.

The Developer is eligible for credit for sanitary sewer improvements oversized to serve future development. A \$25,122.08 credit will be applied to the Ritter Meadows 4th Addition cash requirement.

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

79 units	x \$327.00	= \$25,833.00
Total Units	2025 Unit Rate	Sanitary Sewer Availability Charge
Ritter Meadows		Ritter Meadows Fourth Addition
Fourth Addition		

WATERMAIN

Development of Ritter Meadows Fourth Addition includes construction of public watermain. Watermain will extend within the subdivision from stubs located along Kettle Pass, Keokuk Avenue, and Keystone Avenue.

The Developer is eligible for credit for watermain improvements oversized to serve future development. A \$84,499.93 credit will be applied to the Ritter Meadows 4th Addition cash requirement.

The Developer (TCLD LF3 Ritter, LLC) is eligible for reimbursement for the cost difference between installing a privately owned and maintained high-efficiency irrigation system and a standard system in Ritter Meadows. The reimbursement will include design costs, construction observation (at a rate of \$6,000 per phase), and development of a maintenance manual (all to be completed by Water in Motion, Inc.) to be included in all future property management documents. The Developer and future property management association will be responsible for all future operation, maintenance, and upkeep of the irrigation system.

ASSESSMENTS

Parent parcel PID No. 22-02500-28-010 was previously assessed for lateral sanitary sewer and watermain installed with City Project 88-9. The assessment has been paid in full with the Ritter Meadows final plat.

Parent parcel PID No. 22-02500-29-010 was previously assessed for lateral sanitary sewer and watermain installed with City Project 88-9. The assessment has been paid in full with the Ritter Meadows final plat.

Parent parcel PID No. 22-02600-04-010 was previously assessed for lateral sanitary sewer and watermain installed with City Project 88-9. The assessment is paid in full.

DRAINAGE AND GRADING

Ritter Meadows Fourth Addition is located within subdistricts ML-061 and ML-065-19-1 of the Marion Lake stormwater district.

Development of Ritter Meadows Fourth Addition does not include construction of a stormwater basin. Public storm sewer will outlet to a stormwater basin constructed with Ritter Meadows grading permit issuance. The basin will be in Outlot B, Ritter Meadows final plat and provide treatment and rate control of stormwater runoff generated from the site. The stormwater management design is consistent with the City's stormwater management ordinance.

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.

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

STORM SEWER

Development of Ritter Meadows Fourth Addition 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 with Outlot C, Ritter Meadows.

Draintile construction is required in areas of non-granular soils within Ritter Meadows 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 as follows:

Storm Sewer Charge Summary

Gross Area of Ritter Meadows Fourth Add.	939,154 s.f.
Less Area of Outlot A (Future Development)	(-) 8712 s.f.
Total Storm Sewer Charge Area	930,442 s.f.

930,442 s.f.	x \$0.178/s.f.	= \$165,618.68
Net Area	2025 Unit Rate	Storm Sewer Charge
Ritter Meadows		Ritter Meadows
Fourth Addition		Fourth Addition

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

FEMA FLOODPLAIN ANALYSIS

Ritter Meadows Fourth Addition is shown on the Flood Insurance Rate Map (Map Nos. 27037C0191E and 27037C0193E; 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

A wetland delineation of the site was approved on December 10, 2021. No wetland impacts are proposed with Ritter Meadows Fourth Addition.

TREE PRESERVATION

The tree preservation/inventory plan submitted with the Ritter Meadows preliminary plat identifies approximately 812 existing significant trees located within the preliminary plat boundaries. All "save" trees that are damaged or removed will require replacement at a ratio of 2:1. Significant trees, as identified in the Tree Preservation ordinance (10-4-11), shall be protected and preserved through termination of all grading and construction activities. The final plat is consistent with the approved preliminary plat tree preservation plan.

EROSION CONTROL

The Developer (TCLD LF3 Ritter, LLC) 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 (TCLD LF3 Ritter, LLC) is responsible for the establishment of native vegetation around all stormwater management basins within the buffer areas. Redundant silt fence is required along all 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. Any additional measures shall be installed and maintained by the Developers.

The MS4 Administration Fee for Ritter Meadows Fourth Addition has been collected with the Ritter Meadows final plat.

SECURITIES

The Developers shall provide a Letter of Credit as security for the Developer-installed improvements relating to Ritter Meadows Fourth Addition. Construction costs are based upon estimates submitted by the Developer's engineer on May 30, 2025.

CONSTRUCTION COSTS

Sanitary Sewer	\$ 385,851.14
Watermain	555,485.95
Storm Sewer	379,963.78
Street Construction	706,869.40
Grading, Erosion Control, and Vegetation Establishment	20,000
SUBTOTAL - CONSTRUCTION COSTS	\$ 2,048,170.27

OTHER COSTS

Developer's Design (3.0%)	\$ 61,445.11
Developer's Construction Survey (2.5%)	51,204.26
City's Legal Expense (0.5%)	10,240.85
City Construction Observation (5.0%)	102,408.51
Developer's Record Drawing (0.5%)	10,240.85
Temporary Cul-De-Sac Removal/Restoration	5,000.00
Landscaping	133,267.50
Streetlights	13,400.00
Lot Corners/Iron Monuments	8,000.00
SUBTOTAL - OTHER COSTS	\$ 395,207.08
TOTAL PROJECT SECURITY	\$ 2,443,377.35

The street light security totals \$13,800.00 which consists of one (1) mast-arm streetlights at \$1,400 each and ten (10) post-top streetlights at \$1,200 each.

The Developers 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

\$8,000.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

A cash fee of \$4,650.00 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:

79 units	x \$40.48/unit	= \$3,197.92
Total Units	2025 Rate	Streetlight Operating Fee
Ritter Meadows		Ritter Meadows Fourth Addition
Fourth Addition		

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

79 units	x \$61.52/unit	x 1.00	= \$4,860.08
Total Units	2025 Rate	Utility Factor	Environmental Resources Fee
Ritter Meadows			Ritter Meadows
Fourth Add.			Fourth 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:

80 lots	x \$90.00/unit	= \$7,200.00
Lots/Outlots	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee
Ritter Meadows Fourth Addition		Ritter Meadows Fourth 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 (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 \$61,445.11.

CASH REQUIREMENTS

Park Dedication	\$ 313,472.00
Sanitary Sewer Availability Charge	25,833.00
Storm Sewer Charge	165,618.68
Traffic Control Signs	4,650.00

RITTER MEADOWS FOURTH ADDITION – FINAL PLAT**JUNE 4, 2025****PAGE 9 OF 9**

Streetlight Operating Fee	3,197.92
Environmental Resources Management Fee	4,860.08
Property Data and Asset/Infrastructure Management Fee	7,200.00
City Engineering Administration (3.00%)	61,445.11

TOTAL CASH REQUIREMENTS	\$ 586,276.79
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CREDITS TO CASH REQUIREMENTS

Sanitary Sewer Oversize Credit (Sanitary Sewer Fund)	\$25,122.08
Watermain Oversize Credit (Water Fund)	84,499.93
Trail Improvements (Park Dedication Fund)	6,273.00

SUBTOTAL - CREDITS TO THE CASH REQUIREMENTS	\$ 115,895.01
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TOTAL CASH REQUIREMENTS	\$ 470,381.78
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RECOMMENDATION

Engineering recommends approval of the final plat, grading and erosion control plan, tree preservation, and utility plan for Ritter Meadows Fourth Addition, subject to the requirements and stipulations within this report.



Date: 7/7/2025

Ritter Meadows Second Addition Encroachment Agreements

Proposed Action

Staff recommends adoption of the following motion: Move to approve 1) an encroachment agreement for the placement of a monument sign within a public drainage and utility easement, and 2) an encroachment agreement for the placement of a retaining wall within a public drainage and utility easement.

Overview

TCLD LF3 RITTER, LLC representatives have requested approval of an encroachment agreement to allow the placement of a monument sign and a retaining wall within a public drainage and utility easement. Both items are proposed to be located on Lot 56, Block 1, Ritter Meadows Second Addition, which is a common area lot for the attached townhomes under construction. The proposed sign and landscaping location is at the northwest corner of the Keokuk Avenue and 205th Street intersection. The proposed retaining wall is along the east side of Keystone Avenue, just north of 205th Street. Engineering staff reviewed these requests and determined that the placement of the sign and retaining wall would not cause conflict with drainage or utilities in the area.

TCLD LF3 RITTER, LLC has signed the agreements, which are attached to this memo. A sign permit must be issued prior to the installation of the sign.

Supporting Information

1. Signed Encroachment Agreement for monument sign
2. Signed Encroachment Agreement for retaining wall

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

ENCROACHMENT AGREEMENT

AGREEMENT made this ____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **TCLD LF3 RITTER, LLC**, a Minnesota limited liability company (“Owner”).

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

Parcel ID No. 226415101560

Lot 56, Block 1, Ritter Meadows Second Addition, Dakota County, Minnesota, according to the recorded plat thereof.

(Abstract Property)

(“Subject Property”)

The City owns easements for drainage and utility purposes over portions of the Subject Property partially depicted on the attached Exhibit “A”(“Easement Areas”). The Owner desires to construct a monument sign and related landscaping improvements (“collectively, the “Improvements”) on the Subject Property which encroach on the Easement Areas as depicted on the attached Exhibit “A” (“Encroachment”).

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

- The City shall have no responsibility to maintain or repair the monument sign located within the Easement Areas.
- The City shall have no responsibility for maintenance of landscaping or damage caused to landscaping around the monument sign because of the landscaping being installed in the Easement Areas.
- The monument sign located on the Subject Property must not impact or increase water drainage on the abutting properties or cause any adverse drainage patterns or erosion to the abutting properties.
- The Owner shall construct the monument sign consistent with all applicable federal, state and local laws and regulations.
- The Owner, its successors and assigns, are fully responsible and liable for any and all damage caused to the monument sign because of it being constructed in the Easement Areas.
- The Owner of the Subject Property, successors and assigns, will own and maintain the Improvements.

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the Easement Areas, the Owner, for itself, its successors and assigns, , hereby agrees to indemnify and hold the City harmless from any damage caused to the Subject Property or Improvements encroaching into the Easement Areas as depicted on Exhibit “A”, caused in whole or in part by the Encroachment.

4. TERMINATION OF AGREEMENT. The City may terminate this Agreement at any time if it is reasonably necessary for the City to occupy the Easement Areas for drainage or utility purposes and the Improvements are inconsistent with the City’s use of the Easement Areas. Prior to termination, the City will give the then owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and this Agreement may then be terminated immediately. The Owner shall remove that portion of the Improvements to the extent the Improvements impacts the Easement Areas to the effective date of the termination of this Agreement. If the Owner fails to do so, the City may remove the Improvements to the extent the Improvements impact the s Easement Areas and charge the cost of removal back to the Owner, for reimbursement.

5. ASSOCIATION AT THE DEVELOPMENT SITE. In connection with the development of the Subject Property and the Ritter Meadows development site, Owner, or its successors or assigns, shall

record an easement declaration against the Subject Property which shall include the obligation of the homeowner's association for the Subject Property to comply with the terms of this Agreement ("Association"). Effective and contingent upon the recording of the later of the following: (i) easement declaration against the Subject Property; (ii) completion of the Improvements in accordance with the terms hereof; and (iii) conveyance of the Subject Property to the Association, such Association, as Owner's successor and assign hereunder, shall thereafter be a party hereto in lieu and in place of Owner, shall have all of the rights and obligations of Owner hereunder and Owner shall thereafter have no further rights, duties and/or obligations under or pursuant to this Agreement.

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

CITY OF LAKEVILLE

(SEAL)

By: _____
Luke M. Hellier, Mayor

And _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

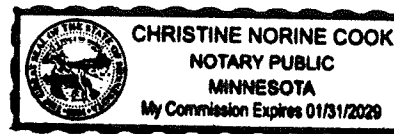
PROPERTY OWNER:
TCLD LF3 RITTER, LLC

By: 
Benjamin Schmidt
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

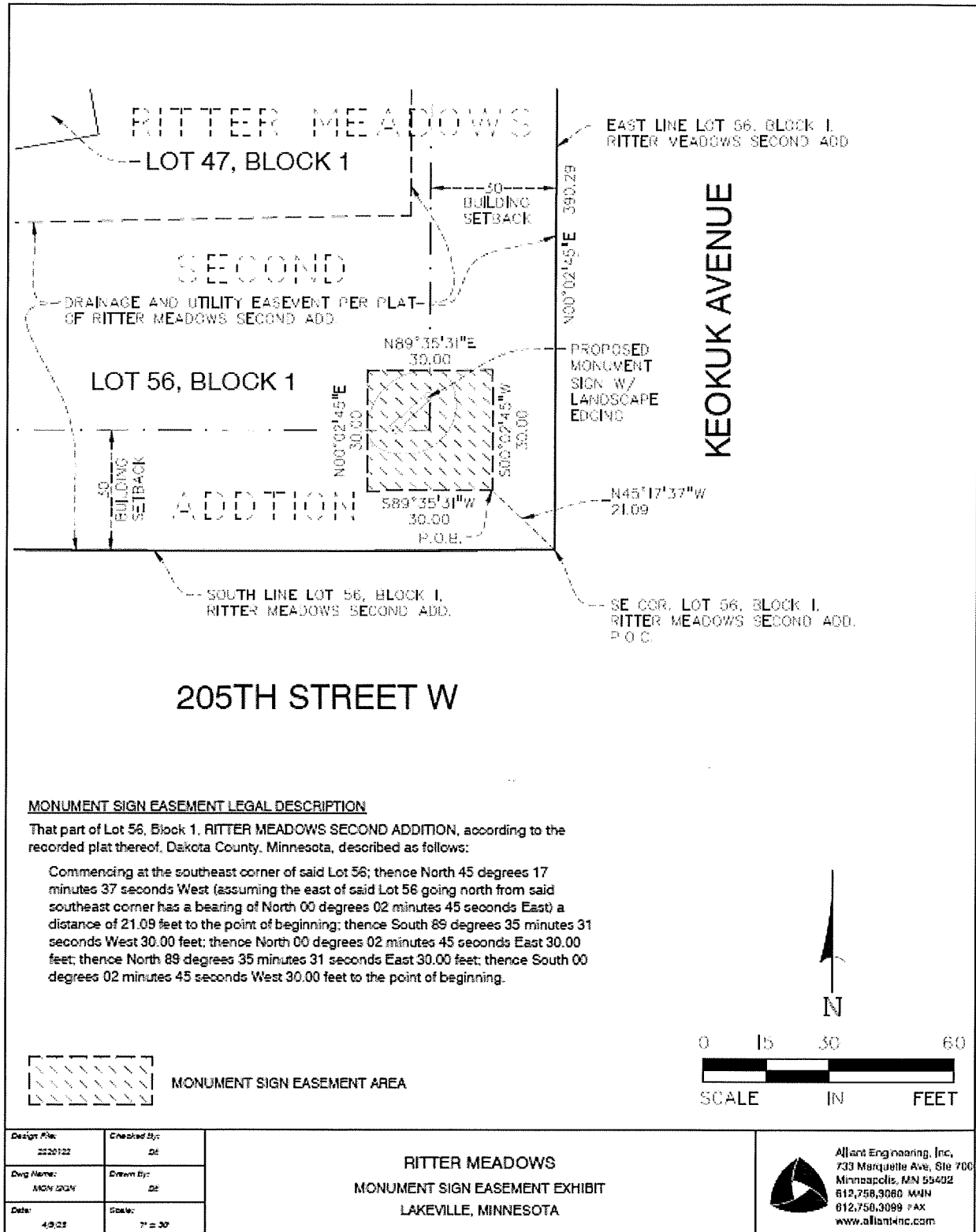
The foregoing instrument was acknowledged before me this 1st day of July, 2025, by Benjamin Schmidt, the President of **TCLD LF3 RITTER, LLC**, a Minnesota limited liability company, on behalf of said entity.


Notary Public
My commission expires



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

EXHIBIT "A"



(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this ____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **TCLD LF3 RITTER, LLC**, a Minnesota limited liability company (“Owner”).

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

Parcel ID No. 226415101560

Lot 56, Block 1, Ritter Meadows Second Addition, Dakota County, Minnesota, according to the recorded plat thereof.

(Abstract Property)

(“Subject Property”)

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

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

- The City shall have no responsibility to maintain or repair the retaining wall located within the City's Easement Areas.
- The retaining wall located on the Subject Property must not impact or increase water drainage on the abutting properties or cause any adverse drainage patterns or erosion to the abutting properties.
- The Owner shall construct the retaining wall consistent with all applicable federal, state and local laws and regulations.
- The Owner, its, successors and assigns, are fully responsible and liable for any and all damage caused to the retaining wall because of it being constructed in the City's Easement Areas.
- The Owner of the Subject Property, its heirs, successors and assigns, will own and maintain the retaining wall.

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

4. TERMINATION OF AGREEMENT. The City may terminate this Agreement at any time if it is reasonably necessary for the City to occupy the City's Easement Areas for drainage or utility purposes and the retaining wall is inconsistent with the City's use of the easement. Prior to termination, the City will give the then owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and this Agreement may then be terminated immediately. The property owner shall remove that portion of the retaining wall to the extent it impacts the City's Easement Areas to the effective date of the termination of this Agreement. If the property owner fails to do so, the City may remove the retaining wall to the extent it impacts the City's Easement areas and charge the cost of removal back to the property owner for reimbursement.

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

CITY OF LAKEVILLE

(SEAL)

By: _____
Luke M. Hellier, Mayor

And _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

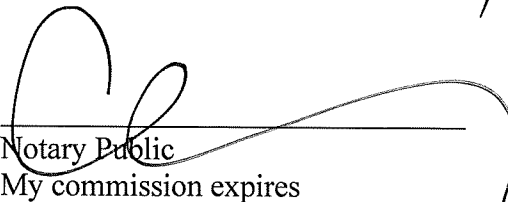
Notary Public

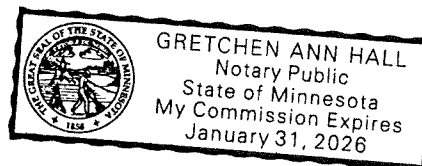
**PROPERTY OWNER:
TCLD LF3 RITTER, LLC**

By: 
Benjamin Schmidt
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

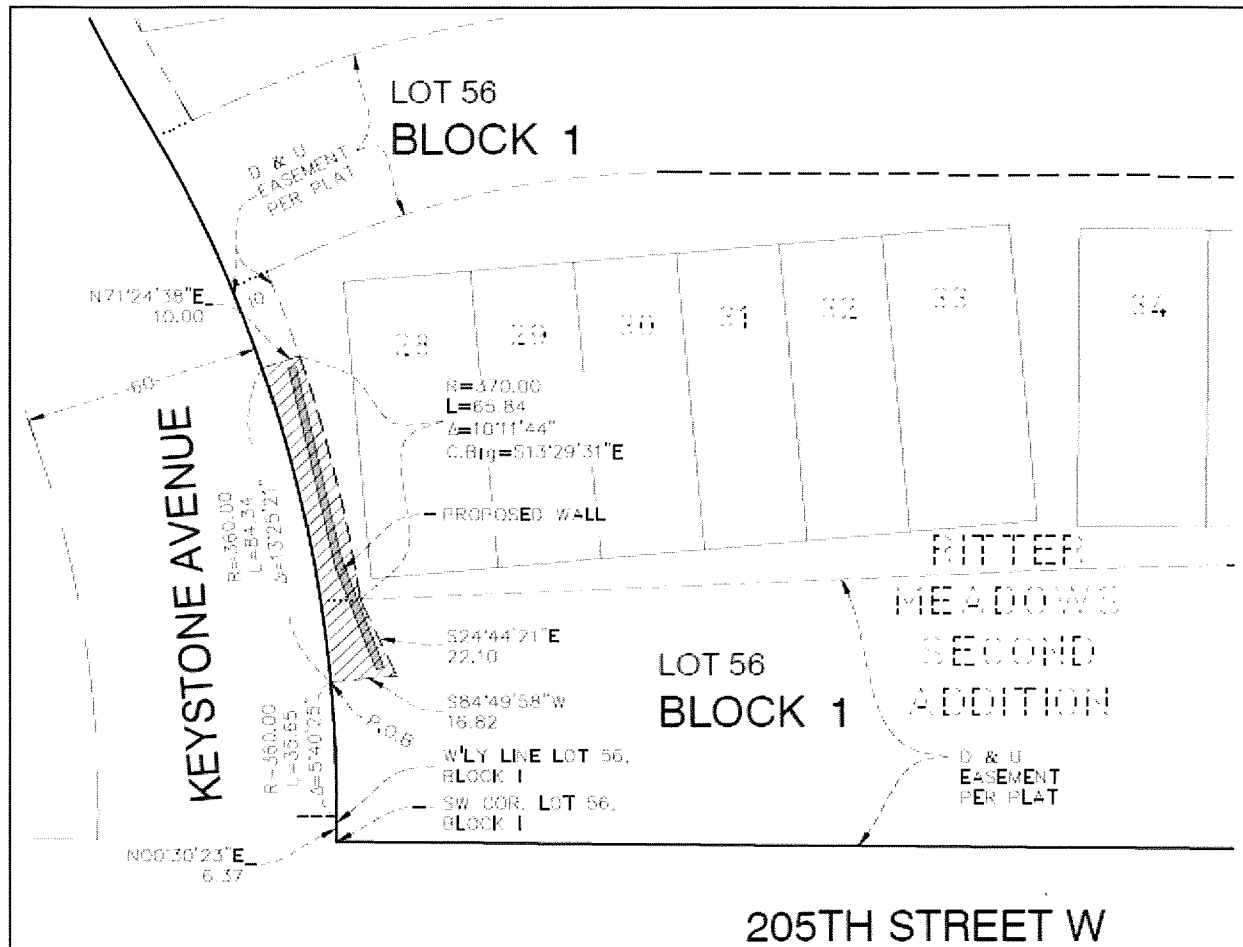
The foregoing instrument was acknowledged before me this 2nd day of July, 2025, by Benjamin Schmidt, the President of **TCLD LF3 RITTER, LLC**, a Minnesota limited liability company, on behalf of said entity.


Notary Public
My commission expires



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

EXHIBIT "A"



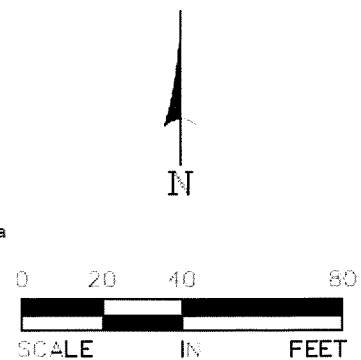
Wall Encroachment Area Description

That part of Lot 56, Block 1, RITTER MEADOWS SECOND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Lot 56; thence North 00 degrees 30 minutes 23 seconds East, assumed bearing along the westerly line of said Lot 56, a distance of 6.37 feet to a point of curvature on said westerly line; thence northerly along said westerly line, along a tangential curve concave to the west, having a radius of 360.00 feet and a central angle of 05 degrees 40 minutes 25 seconds, a distance of 35.65 feet to the point of beginning; thence continuing northerly 84.34 feet along said westerly line, along a prolongation of last described curve, the central angle being 13 degrees 25 minutes 21 seconds; thence North 71 degrees 24 minutes 38 seconds East, radial to last described curve, 10.00 feet; thence southerly 65.84 feet along a curve concentric with last described curve, having a radius of 370.00 feet, a central angle of 10 degrees 11 minutes 44 seconds, and a chord bearing South 13 degrees 29 minutes 31 seconds East; thence South 24 degrees 44 minutes 21 seconds East 22.10 feet; thence South 84 degrees 49 minutes 58 seconds West 16.82 feet to the point of beginning.



ENCROACHMENT AREA



Design File: 2220122	Checked By: DC	RITTER MEADOWS WALL ENCROACHMENT EXHIBIT LAKEVILLE, MINNESOTA	 Alliant Engineering, Inc. 730 Marquette Ave, Ste 700 Minneapolis, MN 55402 612.758.3080 MAIN 612.758.3099 FAX www.allianteng.com
Dwg Name: WALL ENC EXH	Drawn By: DC		
Date: 6/15/22	Scale: 1" = 40'		



Date: 7/7/2025

Sundance Lakeville Second Addition Agreement Amendments

Proposed Action

Staff recommends adoption of the following motion: Move to approve 1) an amendment to the Stormwater Maintenance Agreement, and 2) the First Amendment to Private Roadway, Stormwater Retention, and Utility Easement Agreement.

Overview

The owners and developers of the Sundance Lakeville Second Addition development have requested amendments to the Stormwater Maintenance Agreement and the Private Roadway, Stormwater Retention, and Utility Easement Agreement. The Sundance Lakeville Second Addition plat is planned to be recorded later this month and construction to begin shortly thereafter. These amendments add the extended private road and utilities to the west as well as additional stormwater ponds to be covered by the agreements.

The documents are attached to this memo. The Stormwater Maintenance Agreement will be executed by the property owner on Monday and the document delivered to City Hall prior to the City Council meeting; the property owner has indicated his approval of the agreement, but is out of town and unable to execute the document.

Supporting Information

1. Stormwater Maintenance Agreement
2. Signed First Amendment to Private Roadway, Stormwater Retention and Utility Easement Agreement

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

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

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025, by and between **RND LAKEVILLE, LLC**, a Minnesota limited liability company (the “Owner”) and the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (the “City”).

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

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

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

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

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

F. As a condition of final plat approval the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over a portion of the

Property (the “Easement Areas”) legally described on Exhibit B attached hereto to comply with work required under the terms of this Agreement.

G. The City and the Owner previously entered into a Stormwater Maintenance Agreement dated July 15, 2024, and filed of record on August 2, 2024 with the Dakota County Recorder as Document No. 3639760 for the Property (“Prior Agreement”). This Agreement is intended to amend and replace the Prior Agreement.

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

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

2. **Maintenance of Stormwater Improvements.**

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

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

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

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

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

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

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

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

7. Indemnification. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for any loss, cost or claim incurred by the City in the City's performance of the Owner's required work under this Agreement, but this indemnification shall not extend to willful or grossly negligent acts of the City or its agents and employees.

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

To the Owner: RND Lakeville, LLC
5105 Vernon Avenue S
Edina, Minnesota 55436

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

or to such other party at such other address as such party, by ten (10) days prior written notice given as provided, shall designate.

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

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

10. **Effect of Prior Agreement.** This Agreement hereby amends and replaces the Prior Agreement and the Prior Agreement shall be of no further force or effect.

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

**PROPERTY OWNER:
RND LAKEVILLE, 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 _____ of
RND LAKEVILLE, LLC, a Minnesota limited liability company, on behalf of said entity.

Notary Public

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

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

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Owner Property

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

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

Legal description of the Easement

An easement for storm water retention pond purposes over, under, and across that part of Lot 1, Block 1, SUNDANCE LAKEVILLE SECOND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the southwest corner of said Lot 1; thence South 88 degrees 40 minutes 52 seconds East, assumed bearing along the south line of said Lot 1 a distance of 103.11 feet; thence North 34 degrees 44 minutes 33 seconds West, 65.97 feet; thence North 00 degrees 08 minutes 58 seconds West, 82.21 feet; thence South 89 degrees 13 minutes 06 seconds West 70.39 feet to the west line of said Lot 1; thence South 01 degrees 30 minutes 01 seconds West, along said west line 41.52 feet; thence South 02 degrees 39 minutes 36 seconds East, along said west line 72.72 feet; thence South 08 degrees 29 minutes 31 seconds East, along said west line 19.15 feet to the point of beginning.

And

An easement for storm water retention pond purposes over, under, and across that part of Lot 1, Block 1, SUNDANCE LAKEVILLE SECOND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said Lot 1; thence South 00 degrees 39 minutes 19 seconds West, assumed bearing along the east line of said Lot 1, 507.71 feet to the most easterly southeast corner of said Lot 1; thence southwesterly 16.13 feet along the southeasterly line of said Lot 1, along a non-tangential curve concave to the southeast, having a radius of 390.00 feet, a central angle of 02 degrees 22 minutes 13 seconds, and a chord bearing of South 41 degrees 57 minutes 34 seconds West; thence North 49 degrees 13 minutes 36 seconds West, along said southeasterly line, 20.00 feet to the point of beginning; thence southwesterly 78.68 feet along said southeasterly line, along a non-tangential curve concave to the southeast, having a radius of 410.00 feet, a central angle of 10 degrees 59 minutes 43 seconds, and a chord bearing of South 35 degrees 16 minutes 36 seconds West; thence westerly 96.00 feet, along a non-tangential curve concave to the south, having a radius of 436.50 feet, a central angle of 12 degrees 36 minutes 02 seconds, and a chord bearing North 73 degrees 55 minutes 55 seconds West; thence North 21 degrees 14 minutes 11 seconds East, 49.63 feet; thence North 89 degrees 55 minutes 54 seconds East, 119.44 feet; thence South 00 degrees 04 minutes 06 seconds East, 8.79 feet to the point of beginning.

**EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT**

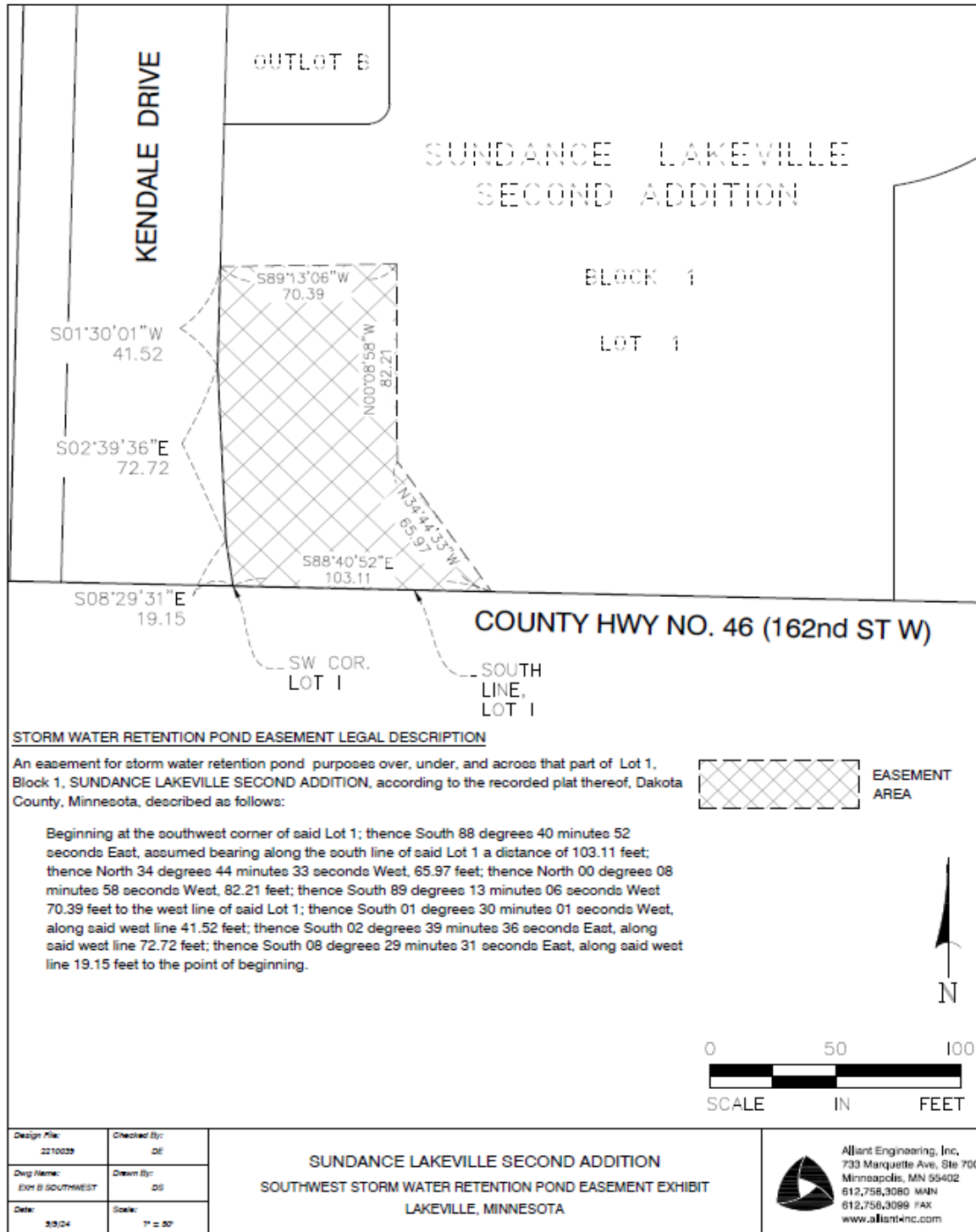


EXHIBIT B Page 3
TO
STORMWATER MAINTENANCE AGREEMENT

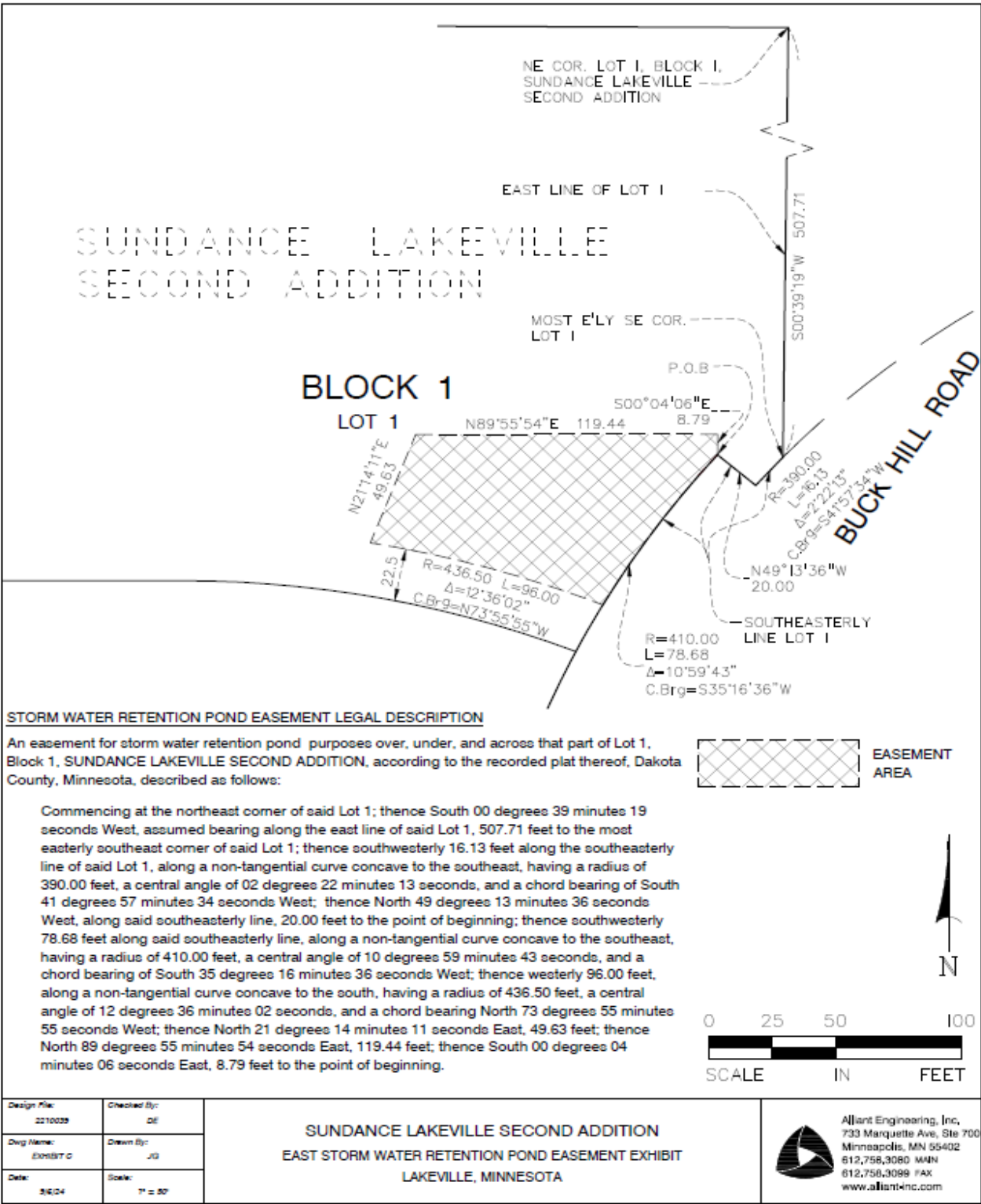


EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER
TREATMENT FACILITIES
[SUBJECT TO CLIENT REVIEW]

Pond Maintenance Requirements

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

Infiltration/Rain Garden Maintenance Requirements

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

Underground Infiltration System

1. Inspection of street or parking surface must be inspected for evidence of potholes, sinkholes, sediment build up, or surface ponding annually.
2. Annual inspections must be completed of pipe symmetry, pipe joint connections, and outlet structures to look for cracks, defects, misalignment, or seepage.
3. Inspection for accumulation of sediment must be done annually, maintenance should be performed when sediment accumulation occurs.
4. Visual inspection for trash and debris must be conducted monthly and following rain events of 1 inch or greater in 24 hours.
5. Inspections must be performed annually to look for oil accumulation in device or immediately after a spill occurs. Maintenance must be done when a layer of oil/gasoline develops on the surface.

Environmental Manhole Maintenance Requirements

1. Annual inspections, maintenance reporting and certification must be completed by a professional engineer licensed in the State of Minnesota at Owner's expense. Information must be submitted to the City annually.
2. Maintenance must be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance must occur immediately after a spill takes place. Appropriate regulatory agencies must also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.

FIRST AMENDMENT TO
PRIVATE ROADWAY, STORMWATER RETENTION
AND UTILITY EASEMENT AGREEMENT

This **First Amendment to Private Roadway, Stormwater Retention and Utility Easement Agreement** (the “**First Amendment**”), is made this _____ day of **July, 2025**, by and between **Lakeville MOB Investors II LLC**, a Minnesota limited liability company, whose address is **33 South 6th Street, Suite 4650, Minneapolis, Minnesota, 55402** (“**Lakeville MOB**”), and **SD Lakeville Property LLC**, a Minnesota limited liability company, whose address is 18947 Magenta Bay, Eden Prairie, MN 55347 (“**SD Lakeville**”) (each of Lakeville MOB and SD Lakeville may be referred to herein individually as a “Party” or collectively as the “Parties”), and consented to by the City of Lakeville, Minnesota (“**City**”).

BACKGROUND

A. Lakeville MOB and RND Lakeville, LLC, a Minnesota limited liability company (“**RND**”) entered into that certain Private Roadway, Stormwater Retention and Utility Easement Agreement dated July 30, 2024, recorded in the Dakota County, Minnesota Recorder’s Office on August 2, 2024, as Document No. 3639764 (the “**Original Easement Agreement**”).

B. All capitalized terms used in this First Amendment and not otherwise defined herein shall be given the meanings assigned to them in the Original Easement Agreement.

C. SD Lakeville is the successor-in-interest to RND Lakeville, as the fee owner of the RND Lakeville Parcel.

D. The Parties hereto wish to amend the Original Easement Agreement, as provided herein, and pursuant to Section 18 of the Original Easement Agreement, the City joins into this First Amendment for the sole purpose of providing its consent hereto.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RND Lakeville Parcel Legal Description. The legal description of the RND Lakeville Parcel, as described in Exhibit B of the Original Easement Agreement, is hereby deleted in its entirety and replaced with the following legal description:

Land situated in the City of Lakeville, Dakota County, Minnesota, being more particularly described as follows:

Lots 1 through 10, Block 1, Sundance Lakeville Second Addition, Dakota County, Minnesota.

2. West Stormwater Ponds. The legal description of the of “West Stormwater Pond” as described in Exhibit B of the Original Easement Agreement, is hereby deleted in its entirety and replaced with the following legal description:

Land situated in the City of Lakeville, Dakota County, Minnesota, being more particularly described as follows:

Outlots A and B, Sundance Lakeville Second Addition, Dakota County, Minnesota.

For the avoidance of doubt, the Design and Construction Costs for the West Stormwater Pond shall be paid pursuant to the terms of the Original Easement Agreement, notwithstanding that the West Stormwater Pond is now comprised of two ponding areas. The parties also acknowledge that the entirety of West Stormwater Pond will be conveyed to the City immediately following the filing of the plat of Sundance Lakeville Second Addition. The West Stormwater Pond shall be constructed by SD Lakeville with cost reimbursements from Lakeville MOB, as provided by the Original Easement Agreement, as amended herein, but upon completion of construction and acceptance of the West Stormwater Pond by the City of Lakeville, the West Stormwater Pond shall be operated, maintained, repaired and replaced by the City. Prior to such acceptance by the City, the West Stormwater Pond shall be constructed, operated, maintained, repaired and replaced pursuant to the terms of the Original Easement Agreement, as amended hereby.

3. Roadway and Utility Easement Area. The definition of “Roadway and Utility Easement Area” is hereby supplemented to also include that area legally described and depicted on Exhibit A attached hereto. Additionally, notwithstanding any other provision of the Original Easement Agreement, each of Lakeville MOB and SD Lakeville hereby grants to the City of Lakeville, for the benefit of the public, vehicular and pedestrian access easements over such portions of the Roadway and Utility Easement Area as are improved with roadway and sidewalk improvements from time-to-time. Notwithstanding such grant of public easements, the roadway and sidewalk improvements shall continue to be maintained by the Parties hereto, with the exception only of snow and ice removal from the roadway, which shall be the responsibility of the City.

4. Lakeville Improvements. The definition of “Lakeville Improvements” is hereby supplemented to include those portions of the Roadway and Utility Improvements and the Stormwater Improvements that are being constructed by SD Lakeville within the Roadway and Utility Easement Area and within the Stormwater Ponds, all in accordance with those certain plans of Alliant Engineering, Inc. dated February 14, 2025, and last revised on May 29, 2025. Lakeville MOB hereby approves such plans. The Parties agree that the cost sharing for all of the Lakeville Improvements shall be as set forth in the Original Easement Agreement, regardless of which Party has constructed any given portion of the Lakeville Improvements, and the Parties will promptly reimburse any amounts owed to the other Party in accordance with the Original Easement Agreement. Notwithstanding the above or any other provision of the Original Easement Agreement, each of Lakeville MOB and SD Lakeville hereby grants to the City of

Lakeville, for the benefit of the public, utility easements over and under the Roadway and Utility Easement Area for the operation, maintenance, repair and replacement of water and sanitary sewer lines. Upon completion of construction and acceptance by the City of the water and sanitary sewer lines within the Roadway and Utility Easement Area, such utility lines shall be operated, maintained, repaired, and replaced by the City. Prior to such acceptance by the City, such water and sanitary sewer lines shall be operated, maintained, repaired, and replaced by the parties hereto.

5. Binding Effect; Runs with the Land. This First Amendment shall constitute an interest in realty and shall be binding upon and shall inure to the benefit of each of the Parties and their respective grantees, tenants, successors, and assigns. Each Party and its respective grantees, tenants, successors, and assigns shall be subject to all terms, provisions, obligations, and conditions of this First Amendment.

6. Exhibits. All exhibits referred to in this First Amendment and attached hereto shall be deemed part of this First Amendment.

7. Severability. If one or more of the provisions of this First Amendment is or are declared by any court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be deemed severable from this First Amendment or enforceable to the maximum extent permitted by law, as the case may be, and the remaining provisions of this First Amendment shall remain in full force and effect.

8. Construction. This First Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.

9. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one First Amendment.

10. Entire Agreement. This First Amendment, together with the Original Easement Agreement, sets forth all of the covenants, promises, agreements, conditions, and understandings between the Parties concerning the subject matter contained herein.

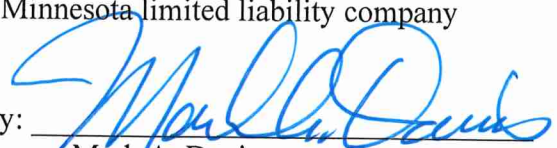
{Signatures and notaries on following pages}

IN WITNESS WHEREOF, the Parties have signed this First Amendment as of the date set forth above.

LAKEVILLE MOB:

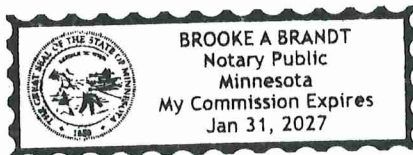
Lakeville MOB Investors II LLC,
a Minnesota limited liability company

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

By: 
Mark A. Davis
Its: Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 2nd day of July, 2025, by Mark A. Davis, Manager of Davis Investment Management LLC, a Minnesota limited liability company, Manager of Lakeville MOB Investors II LLC, a Minnesota limited liability company, on behalf of the limited liability company.




Notary Public

4443883.5

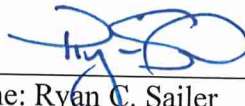
[Signatures Continued on the Following Page]

IN WITNESS WHEREOF, the Parties have signed this First Amendment as of the date set forth above.

SD Lakeville:

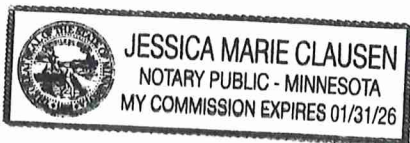
SD Lakeville Property LLC
a Minnesota limited liability company

By: True Street Partners LLC, its sole member

By: 
Name: Ryan C. Sailer
Its: Sole Member

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 2nd day of July, 2025, by Ryan C. Sailer, the sole member of True Street Partners LLC, which is the sole member of SD Lakeville Property LLC, a Minnesota limited liability company, on behalf of the limited liability company.




Notary Public

DRAFTED BY AND AFTER RECORDING RETURN TO:

Barna, Guzy & Steffen, Ltd. (TRW)
200 Coon Rapids Blvd. NW, Suite 400
Coon Rapids, MN 55433
(763) 780-8500

4443883.5

IN WITNESS WHEREOF, the City of Lakeville has consented to this First Amendment, and hereby agrees to its obligations as set forth herein, all as of the date set forth above.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of July, 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

EXHIBIT A

Legal Description of Additional Roadway and Utility Easement Area

A 45.00 foot wide easement for roadway and utility purposes over, under, and across Lot 2, Block 1, SUNDANCE LAKEVILLE, and Lot 1, Block 1, SUNDANCE LAKEVILLE SECOND ADDITION, according to the recorded plats thereof, Dakota County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northeast corner of said Lot 2; thence West, assumed bearing, along the north line of said Lot 2, a distance of 33.85 feet to the point of beginning of the centerline to be described; thence West, along said north line of Lot 2, a distance of 71.56 feet to a point of curvature; thence continuing westerly along said north line of Lot 2, a distance of 153.02 feet along a tangential curve concave to the south, having a radius of 170.00 feet and a central angle of 51 degrees 34 minutes 27 seconds to a point of reverse curvature; thence continuing southwesterly along said north line of Lot 2, a distance of 73.58 feet along a tangential curve concave to the north, having a radius of 99.04 feet and a central angle of 42 degrees 34 minutes 12 seconds to the northwest corner of said Lot 2; thence West 267.65 feet to the westerly line of said Lot 1, and said centerline there terminating.

The westerly sidelines of said easement are to be prolonged or shortened to terminate at the westerly line of said Lot 1.

(see depiction on following page)



Date: 7/7/2025

Proposal from Novak Companies LLC for Dakota Heights Park Hockey Rink Board Posts

Proposed Action

Staff recommends adoption of the following motion: Move to accept proposal from Novak Companies LLC for Dakota Heights Park Hockey Rink Board Posts.

Overview

The Dakota Heights Park hockey rink is over 30 years of age and has been budgeted to be reconstructed in 2025. The 2025 approved Park Improvement Fund includes \$75,000 for rink reconstruction, which consists of items such as the rink board posts, sleeves, steel material, netting, lumber, and hardware. Staff have been working with Novak Companies, LLC to obtain necessary materials for the reconstruction. Staff will be completing this project inhouse and will be finished prior to the start of ice season this year.

At this time, Staff is recommending the Mayor and City Council approve the purchase of materials from Novak Companies LLC in the amount of \$28,002.66.

Supporting Information

1. Novak Garage Proposal

Financial Impact: \$28,002.66 **Budgeted:** Yes **Source:** Park Improvement Fund
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities

Report Completed by: Mark Kruse, Parks Superintendent

NOVAK'S GARAGE LLC
STOCKER TREE SPADE
9756 W 50TH ST
VESELI, MN 55046

Date	Estimate #
6/27/2025	3836

Name / Address
CITY OF LAKEVILLE 20195 HOLYOKE AVE. LAKEVILLE, MN 55044

By: Luke M. Hellier, Mayor

Page 340 of 445



Date: 7/7/2025

Heritage Commons 10th Addition Preliminary Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the Heritage Commons 10th Addition preliminary plat, 2) ordinance rezoning property from C-3, General Commercial District to PUD, Planned Unit Development, 3) Conditional Use Permit for two convenience restaurants, and 4) vacation of drainage and utility easements.

Overview

Representatives of HVP V Epic Heritage, LLC and SMNDT 1, LLC have submitted applications for a preliminary plat, rezoning/planned unit development amendment, conditional use permit, and vacation of easement for the development to be known as Heritage Commons 10th Addition. The property is located at the northeast corner of 202nd Street (CSAH 50) and Dodd Boulevard (CSAH 9).

The requests include a preliminary plat of 3.74 acres for one commercial lot and two outlots, a planned unit development amendment to add 0.14 acres of land zoned C-3, General Commercial District into the Heritage Commons PUD, and a conditional use permit for two convenience restaurants. Chipotle and Starbucks are proposed on Lot 1 (1.38 acres). Outlot A (2.17 acres) is a future development parcel and Outlot B (0.03 acres) will be consolidated by an administrative subdivision with the property owned by Lake Marion Collision. The perimeter drainage and utility easements on the parent parcel are proposed to be vacated and then dedicated on the final plat.

The property is zoned PUD, Planned Unit Development, with an underlying zoning of C-3, General Commercial District. The Planning Commission held a public hearing at their June 26, 2025 meeting. The applicants were present and there were no public comments. The Planning Commission unanimously recommended approval of the applications subject to 11 stipulations.

Supporting Information

1. Ordinance Rezoning
2. Preliminary Plat & Vacation Resolutions
3. Conditional Use Permit and Findings
4. 06-26- 25 PC Recommendation
5. June 16, 2025 Planning & Engineering memos
6. Exhibits A-G
7. Exhibits H-K

Financial Impact: N/A **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development
Report Completed by: Heather Botten, Senior Planner

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

ORDINANCE NO. _____

**AN ORDINANCE REZONING PROPERTY FROM C-3. GENERAL COMMERCIAL
DISTRICT TO PUD, PLANNED UNIT DEVELOPMENT DISTRICT IN CONJUNCTION
WITH THE HERITAGE COMMONS 10TH ADDITION PLAT**

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Legal Description. The following described property located within the City of Lakeville, Dakota County, Minnesota is hereby rezoned from C-3, General Commercial District to PUD, Planned Unit Development District:

(SEE ATTACHED EXHIBIT A)

Section 2. PUD Flexibilities. The City of Lakeville has rezoned the above referenced property from C-3, General Commercial District to PUD, Planned Unit Development District. The Heritage Commons Planned Unit Development shall be subject to the requirements of the C-3 District except for the flexibilities approved with the Heritage Commons 10th Addition plat.

This office for the purpose of indicating the rezoning hereinabove provided for in this Ordinance, and all of the notations, references and other information shown thereon are hereby incorporated by reference and made part of this Ordinance.

Section 3. Zoning Map. The zoning map of the City of Lakeville, adopted by Section 11-45-5 of the City Code, shall not be republished to show the aforesaid rezoning, but the Zoning Administrator shall appropriately mark the zoning map on file in the Zoning Administrator's office for the purpose of indicating the rezoning hereinabove provided for in this Ordinance, and all of the notations, references and other information shown thereon are hereby incorporated by reference and made part of this Ordinance.

Section 4. Effective Date. This ordinance shall be effective upon its passage by the City Council and the recording of Heritage Commons 10th Addition final plat with Dakota County.

Adopted by the Lakeville City Council this 7th day of July, 2025

CITY OF LAKEVILLE

BY: _____

Luke Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

That part of the NE 1/4 of the NW 1/4 of Section 29, Township 114, Range 20, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said NE 1/4 of the NW 1/4 of Section 29; thence South 00 degrees 17 minutes 49 seconds East, assumed bearing, along the east line of said NE 1/4 of the NW 1/4 a distance of 1264.28 feet to the northerly right-of-way line of Minnesota Trunk Highway No. 50; thence South 88 degrees 47 minutes 53 seconds West, along said highway right-of-way line a distance of 625.20 feet; thence North 00 degrees 17 minutes 49 seconds West, parallel with the east line of said NE 1/4 of the NW 1/4 a distance of 200.15 feet; thence South 89 degrees 05 minutes 27 seconds West a distance of 374.36 feet to the point of beginning; thence North 65 degrees 11 minutes 20 seconds West a distance of 80.00 feet; thence North 38 degrees 40 minutes 44 seconds West a distance of 68.00 feet to a point on the easterly extension of the north line of the property described on Warranty Deed dated September 27, 1983, and recorded in the Dakota County Recorder's Office as Document No. 643428; thence North 89 degrees 17 minutes 08 seconds East along said easterly extension of the north line of the property described on Warranty Deed dated September 27, 1983 and recorded as Document No. 643428 a distance of 114.02 feet to a point on a line that bears North 00 degrees 42 minutes 52 seconds West from the actual point of beginning; thence South 00 degrees 42 minutes 52 seconds East a distance of 88.08 feet to the actual point of beginning, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 25-____

**RESOLUTION APPROVING THE PRELIMINARY PLAT
OF HERITAGE COMMONS 10th ADDITION**

WHEREAS, HVP V Epic Heritage, LLC requests approval of the preliminary plat to be known as **HERITAGE COMMONS 10th ADDITION**; and

WHEREAS, the Planning Commission held a public hearing at its June 26, 2025 meeting, preceded by notice as required by the Subdivision Ordinance, and unanimously recommended approval; and

WHEREAS, the preliminary plat meets Subdivision Ordinance requirements; and

WHEREAS, the preliminary plat is acceptable to the City.

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

The **HERITAGE COMMONS 10th ADDITION** preliminary plat is approved subject to the following conditions:

1. Implementation of the recommendations listed in the June 16, 2025 engineering report and subsequent correspondence.
2. The site shall be developed according to the plans approved by the City Council.
3. Execution of a Stormwater Maintenance Agreement shall be required between the Developer and the City of Lakeville for the maintenance of the stormwater system located on Lot 1, Block 1, Heritage Commons 10th Addition.
4. An agreement for shared driveway access shall be established between Lot 1, Block 1 and Outlot A, Heritage Commons 10th Addition and Lot 1, Block 1, Heritage Commons 6th Addition and Lake Marion Collision in conjunction with the recording of the final plat.
5. The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.

6. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
7. The City Forester has reviewed and approved the landscape plan dated May 28, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
8. The Developer must provide a security with the final plat to guarantee installation of the landscaping.
9. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
10. Snow storage shall not occur within required parking spaces.

ADOPTED by the Lakeville City Council this 7th day of **July 2025**.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

RESOLUTION VACATING A PUBLIC DRAINAGE AND UTILITY EASEMENT

WHEREAS, the City Council has conducted a public hearing preceded by two (2) weeks published notice, to consider the vacation of the following described public drainage and utility easement; and

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

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

1. The following public drainage and utility easement is hereby vacated:

All public drainage and utility easements on Outlot A,
Heritage Commons 6th Addition.

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

ADOPTED by the Lakeville City Council this 26th day of **June 2025**.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 7th day of **July 2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(Seal)

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

CONDITIONAL USE PERMIT NO. 25-_____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit for SMNDT 1, LLC to allow two convenience restaurants on property zoned PUD, Planned Unit Development located at the NE corner of Dodd Blvd and 202nd Street.
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 1, Block 1, Heritage Commons 10th Addition, according to the recorded plat thereof,
Dakota County, Minnesota.
3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. Implementation of the recommendations listed in the June 16, 2025 engineering report and subsequent correspondence.
 - b. The site shall be developed according to the plans approved by the City Council.
 - c. Execution of a Stormwater Maintenance Agreement shall be required between the Developer and the City of Lakeville for the maintenance of the stormwater system located on Lot 1, Block 1, Heritage Commons 10th Addition.
 - d. The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.
 - e. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.

- f. The City Forester has reviewed and approved the landscape plan dated May 28, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
 - g. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
 - h. Snow storage shall not occur within required parking spaces.
4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.
 5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

DATED: July 7, 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 7th day of **July 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

HERITAGE COMMONS 10TH ADDITION CONDITIONAL USE PERMIT

FINDINGS OF FACT DECISION

On June 26, 2025, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of SMNDT 1, LLC for a conditional use permit to allow the construction of two convenience restaurants, on property currently zoned Planned Unit Development. The Planning Commission conducted a public hearing on the conditional use permit application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Comprehensive Planning District 1, which guides the property for Commercial.
2. The subject site is zoned PUD, Planned Unit Development.
3. Legal description of the property is:

Lot 1, Block 1, Heritage Commons 10th Addition, Dakota County, Minnesota

4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed convenience restaurants use is consistent with the guided commercial use of the property.

- b. **The proposed use is or will be compatible with present and future land uses of the area.**

Finding: The proposed convenience restaurants will be compatible with the existing and future land uses in the area.

- c. **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: Provided compliance with the stipulations of the conditional use permit and PUD amendment, the proposed use will conform to all other performance standards contained in the Zoning Ordinance and the City Code.

- d. **The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.**

Finding: The proposed uses can be accommodated with existing public services and will not overburden the City's service capacity.

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

Finding: The streets serving this site are adequate to accommodate traffic from the proposed use.

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

DECISION

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

DATED: July 7, 2025

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

SEAL

BY: _____

Ann Orlofsky, City Clerk

3. An agreement for shared driveway access and parking shall remain in full force and effect at all times between the lots in Crossroads East commercial development.
4. The fencing for the relief yard must be an opaque design and maintenance free material.
5. A sign permit is required prior to the installation of any signage.
6. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
7. Snow storage shall not occur within required parking spaces.
8. Prior to City Council consideration, the landscape plan must be revised per the City Forester's comments. The landscape plan shall be installed in accordance with the approved landscape plan. A \$63,320 security shall be submitted to guarantee installation of the approved landscaping. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.

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

Nays: 0

9. Heritage Commons 10th Addition

Chair Zimmer opened the public hearing to consider the applications of HVP V Epic Heritage, LLC and SMNPT 1, LLC for a preliminary plat of one lot and two outlot subdivision to be known as Heritage Commons 10th Addition; a conditional use permit for two convenience restaurants; a planned unit development amendment to add property to the Heritage Commons PUD; and the vacation of public drainage and utility easements. The property is located at the northeast corner of 202nd Street (CSAH 50) and Dodd Boulevard (CSAH 9).

Paul Tucci with 2C Development introduced the project and noted that Bruce Tschida, owner of Lakeville Collision, was also present. Mr. Tucci requested support for the slight reduction in the number of parking spaces required to be provided

Ms. Botten presented the staff report. The proposed development includes two convenience restaurants on a single parcel and adds 0.14 acres of land from the Lake Marion Collision property into the Heritage Commons PUD. The perimeter drainage and utility easements on the parent parcel are proposed to be vacated and then dedicated on the new plat.

The proposed convenience restaurants require 51 parking spaces combined and the site plan proposes 49 parking spaces. The applicant is requesting flexibility from the minimum parking requirements due to the shared parking lot design and the complimentary peak hours of each restaurant. Community Development staff support this request.

Access to the site will be from Heritage Drive and direct access to the site from 202nd Street and/or Dodd Boulevard is not permitted. An agreement for shared access between the parcels in Heritage Commons 10th Addition and Heritage Commons 6th Addition (O'Reilly Auto) is required to be executed as part of the recording of the final plat.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Einck, seconded by Swaney to close the public hearing at 6:37 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Chair Zimmer asked about the drive-through and stacking space for each proposed user. Mr. Tucci stated that Chipotle's drive-through is a pick-up lane. Customers are not able to place orders at the drive-through, instead they must order ahead and when they receive notice that their order is ready for pick up, then they may enter the drive-through. Starbucks is a regular drive-through lane. There will also be parking spots in front of each restaurant for mobile order pick-ups.
- Commissioner Kaluza stated he is comfortable with the leniency on the parking spaces. He stated it looks like a well-designed location.
- Commissioner Swenson asked why they chose the underground storage facility as they typically see a surface water/filtration feature. Mr. Tucci stated economics played a large part, as well as made it easier for Outlot A to be developed. Jon Nelson, Assistant City Engineer, stated from previous Heritage Commons Additions there are underground sourced facilities to the east of this property and the soils are conducive for infiltration in this area.
- Commissioner Swenson stated he is comfortable with the parking situation. He stated he appreciates the different uses and timing effects to allow a smaller parking area to function and serve the needs of both.
- Commissioner Traffas asked about access from this area to Idealic Avenue and O'Reilly Auto Parts. Mr. Tucci stated there is an easement on the O'Reilly Auto Parts lot and that driveway will be a continuation of that easement. He also stated they will work together to make sure it is a safe environment.

Motion was made by Swenson, seconded by Kaluza to recommend to City Council approval of the Heritage Commons 10th Addition preliminary plat, PUD amendment, conditional use permit and easement vacation, subject to the following stipulations and approval of the Findings of Fact dated June 26, 2025:

1. Implementation of the recommendations listed in the June 16, 2025 engineering report.
2. The site shall be developed according to the plans approved by the City Council.
3. Execution of a Stormwater Maintenance Agreement shall be required between the Developer and the City of Lakeville for the maintenance of the stormwater system located on Lot 1, Block 1, Heritage Commons 10th Addition.

4. An agreement for shared driveway access shall be established between Lot 1, Block 1 and Outlot A, Heritage Commons 10th Addition and Lot 1, Block 1, Heritage Commons 6th Addition and Lake Marion Collision in conjunction with the recording of the final plat.
5. The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.
6. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
7. The City Forester has reviewed and approved the landscape plan dated May 28, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
8. The Developer must provide a security with the final plat to guarantee installation of the landscaping.
9. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
10. Snow storage shall not occur within required parking spaces.

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

Nays: 0



Memorandum

To: Planning Commission
From: Heather Botten
Date: June 16, 2025
Subject: Packet Material for the June 26, 2025 Planning Commission Meeting
Agenda Item: Heritage Commons 10th Addition:

1. Preliminary plat of a one lot, two outlot subdivision to be known as Heritage Commons 10th Addition.
2. Planned unit development amendment to add property to the Heritage Commons PUD.
3. Conditional use permit for two convenience restaurants.
4. Vacation of public drainage and utility easements.

Application Action Deadline: July 7, 2025

BACKGROUND

Representatives of HVP V Epic Heritage, LLC and SMNDT 1, LLC have submitted applications for a preliminary plat, planned unit development amendment, conditional use permit, and vacation of easement for the development to be known as Heritage Commons 10th Addition. The property is located north of 202nd Street (CSAH 50), south of Heritage Drive and east of Dodd Boulevard. The requests include a preliminary plat for one lot, two outlot subdivision, planned unit development to add 0.14 acres of land from the Lake Marion Collision property into the Heritage Commons PUD, and a conditional use permit for two convenience restaurants. The plat is 3.74 gross acres in size. Chipotle and Starbucks are proposed on Lot 1 (1.38 acres). Outlot A (2.17 acres) is a future development parcel and Outlot B (0.03 acres) will be consolidated by administrative subdivision with the property owned by Lake Marion Collision. A portion of the subject property is currently platted as Outlot A, Heritage Commons 6th Addition. The perimeter drainage and utility easements on the parent parcel are proposed to be vacated and then dedicated on the new plat.

The Heritage Commons 10th Addition preliminary plat and the development plans have been reviewed by Engineering and Environment Resources Division staff as well as the City Forester. The Dakota County Plat Commission has also reviewed the preliminary plat.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Preliminary Plat
- D. Existing Conditions
- E. Site Plan
- F. Grading and Drainage Plan
- G. Landscape Plan
- H. Lighting Photometric Plan
- I. Building Elevation Plans
- J. Easement Vacation Depiction
- K. Dakota County Plat Commission letter dated April 23, 2025

STAFF ANALYSIS

The Heritage Commons PUD commercial development plan has progressed over several phases since the initial development phase was approved in 1999. The proposed preliminary plat is the tenth addition of the Planned Unit Development.

PRELIMINARY PLAT

Comprehensive Plan. The Heritage Commons 10th Addition property is located in Planning District No. 4, Central Lakeville, and is guided for commercial uses in the 2040 Comprehensive Land Use Plan. The proposed convenience restaurant uses are consistent with the commercial designation of the Comprehensive Land Use Plan.

Zoning. The Heritage Commons 10th Addition property is zoned PUD, Planned Unit Development District with an underlying C-3, General Commercial District zoning.

Surrounding Land Uses, Zoning, and Comprehensive Plan Designation

Direction	Existing Use	Land Use Plan	Zoning
North	Heritage Drive and Lake Marion Collision	Commercial	C-3, General Commercial
South	202 nd Street (CSAH 50) and commercial businesses	Commercial	C-3, General Commercial

East	O'Reilly Auto	Commercial	PUD, Planned Unit Development
West	Dodd Blvd (CSAH 9) and Kwik Trip	Commercial	C-3, General Commercial

Consistency with the Capital Improvement Plan (CIP). No public street construction or other public funded infrastructure construction is proposed with the Heritage Commons 10th Addition. All streets, sanitary sewer, water and storm sewer improvements required for the area of the development were installed by the developer with the Heritage Commons development in 2001.

Lots/Blocks. The Heritage Commons 10th Addition plat proposes one lot and one future buildable outlot. The following C-3 District lot requirements pertain to this final plat:

	Lot Area	Lot Width
Minimum Required	20,000 SF	100 feet
Proposed Lot 1	60,191 (1.38 ac)	120+ feet
Proposed Buildable Outlot	94,349 SF (2.17 ac)	350+ feet

Both buildable lots within the plat exceed the minimum lot requirements in the underlying C-3 District.

Outlot. There are two outlots proposed with the plat. Outlot A will be for future commercial development and Outlot B will be combined with Lake Marion Collision by administrative subdivision as a condition of the final plat.

Streets/Access. No new street construction is proposed with the Heritage Commons 10th Addition plat. The property is adjacent to Dodd Blvd (CSAH 9), Heritage Drive, and 202nd St (CSAH 50). The developer is dedicating the necessary right-of-way as required by Dakota County. Access to the lot will be by shared access from Heritage Drive which is classified as minor collector road in the Comprehensive Transportation Plan. A shared access is proposed over Outlot A to connect to the O'Reilly parcel to the east.

Trails and Sidewalks. Eight-foot-wide concrete sidewalks are in place along Heritage Drive, 202nd Street and Dodd Boulevard. The applicant is proposing a sidewalk connection near the intersection of Dodd Boulevard and Kenwood Trail. No additional public sidewalks or trail construction is required with the Heritage Commons 10th Addition plat.

Grading, Drainage, Erosion Control, and Utilities. Grading, drainage and erosion control plans have been submitted with the Heritage Commons 10th Addition preliminary plat. Alanna Sobottka, Civil Engineer and Maria Friedges, Environmental Resources Specialist have reviewed the site,

grading, drainage and erosion control, and utility plans. A copy of the engineering report dated June 16, 2025 is attached for your review. The Engineering Division recommends approval of the preliminary plat subject to the recommendations outlined in the report.

Tree Preservation. There are no significant trees located on the subject property.

Wetlands. There are no wetlands located on the subject property.

Park Dedication. The Park Dedication requirement have not been satisfied on the parent parcels and will be required with the final plat.

Dakota County Plat Commission. The Dakota County Plat Commission reviewed the preliminary plat at their April 23, 2025 meeting and will recommend approval of the final plat to the Dakota County Board.

PUD/CUP SITE PLAN REVIEW

Use. Development of a convenience food use with the PUD is subject to the same requirements as those within the C-3, General Commercial District. Section 11-73-7.G of the Zoning Ordinance establishes performance standards for convenience food uses. The performance standards include limiting the hours of operation from 5:00 am to 11:00 pm unless approved by CUP. Other performance standards are reviewed below.

Setbacks. The proposed buildings meet or exceed the setback requirements of the C-3 District of:

Front – 30 feet

Side – 10 feet

Rear – 10 feet

Building Height. The proposed restaurants are each a single-story structure. The buildings will not exceed the maximum building height of 35 feet allowed in the C-3 District.

Parking/Drive Aisles. The setback requirements for parking are 15 feet abutting right-of-way and five feet from interior lot lines. The proposed parking stalls that will benefit Lake Marrion Collision along the shared access from Heritage Drive encroach into the required setback as does the drive area along the north lot line of Lot 1, Block 1. Flexibility from the PUD is being requested for these encroachments. To maximize the development on the property and to comply with open space and landscaping requirements, the site improvements are pushed to the north. Engineering has reviewed the encroachments and approves the location of the parking and drive areas.

The proposed convenience restaurants require 51 parking spaces combined, taking into account the allowable 10% gross floor area credit and the requirement for one parking space per 80 square feet of floor area. The site plan proposes 49 parking spaces. The applicant is requesting flexibility from the minimum parking requirements due to the shared parking lot design and the peak hours of each

restaurant being different. Due to the shared parking layout and different peak hours, staff supports the reduced parking.

Circulation/Loading Area. Access to the site will be from Heritage Drive. Direct driveway access to 202nd Street is not permitted. An agreement for shared access between the parcels in Heritage Commons 10th Addition and Heritage Commons 6th Addition (O'Reilly Auto) is required to be executed as part of the recording of the final plat.

Open Space. At least 25 percent of the lot shall remain as greenspace, including trees, shrubbery, plantings or fencing. The site plan identifies that 27% percent of the site is greenspace. This complies with the greenspace requirements of the Zoning Ordinance for convenience food uses.

Landscaping. The landscape plan proposes a mix of deciduous and ornamental trees and shrubs around the west and south portions of the site to minimize headlights shining on to the right-of-way from the drive throughs and foundation plantings around the buildings. The remaining areas will be seeded and in-ground irrigation is required. Development of the site shall include responsibility for boulevard maintenance along 202nd Street and Dodd Boulevard. The Developer must provide a security with the final plat to guarantee installation of the landscaping. The City Forester has reviewed and approved the landscape plan dated May 28, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.

Building Exterior. The proposed one-story drive-through restaurant buildings are proposed to be clad with exterior materials that are at least 65% Grade A material. The materials proposed comply with Zoning Ordinance requirements. A contrasting stripe of brick is shown on both buildings. The contrasting strip is a design element seen in all of the buildings in the Heritage Commons development.

Drive-Through Window. The drive-through window lanes include the minimum 180 feet of segregated vehicle stacking lane from the service windows.

Menu Boards. A sign permit must be issued prior to the installation of the menu board and the sign must comply with the requirements of Section 11-23-7.G.11.c of the Zoning Ordinance.

Signs. According to the adopted sign plan for Heritage Commons, the development is able to have a monument sign, up to fifteen feet in height and with a sign area of up to 80 square feet, if desired. Since the property fronts more than one street, up to two wall signs are permitted per building, not to exceed 100 square feet in sign area. All signs require approval of a sign permit prior to installation.

Signs shown on the plans are illustrative only and no approvals are granted as a part of the CUP/PUD Amendment request.

Trash Enclosure. The trash and recycling enclosures will be located on the northern side of the property. The enclosures are proposed to be seven feet, four inches in height. The trash enclosure gate must be durable and made of maintenance-free gate.

Exterior Lighting. Parking lot lighting is scattered around the site and is proposed to be mounted at a height of 23 feet. No light source or combination thereof which casts light on a public street shall exceed one foot-candle meter reading as measured at the right of way or property line. All building mounted lighting must face downward onto the structure.

Mechanical Equipment. Any roof-mounted mechanical equipment must be screened if greater than three feet in height. Ground-mounted mechanical equipment must be screened with landscaping and/or fencing.

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

Stormwater Maintenance Agreement. A Stormwater Maintenance Agreement will be required with the final plat for maintenance of the stormwater system on site.

EASEMENT VACATION

The platted perimeter drainage and utility easements within Outlot A, Heritage Commons 6th Addition are proposed to be vacated and the required easements will be platted on the Heritage Commons 10th Addition final plat.

RECOMMENDATION

Community Development Department staff recommends approval of the Heritage Commons 10th Addition preliminary plat, PUD amendment, conditional use permit, and easement vacation, subject to the following stipulations:

1. Implementation of the recommendations listed in the June 16, 2025 engineering report.
2. The site shall be developed according to the plans approved by the City Council.
3. Execution of a Stormwater Maintenance Agreement shall be required between the Developer and the City of Lakeville for the maintenance of the stormwater system located on Lot 1, Block 1, Heritage Commons 10th Addition.
4. An agreement for shared driveway access shall be established between Lot 1, Block 1 and Outlot A, Heritage Commons 10th Addition and Lot 1, Block 1, Heritage Commons 6th Addition and Lake Marion Collision in conjunction with the recording of the final plat.
5. The hours of operation shall be limited to five o'clock (5:00) A.M. to eleven o'clock (11:00) P.M.

6. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
7. The City Forester has reviewed and approved the landscape plan dated May 28, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
8. The Developer must provide a security with the final plat to guarantee installation of the landscaping.
9. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
10. Snow storage shall not occur within required parking spaces.



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: June 16, 2025
Subject: Heritage Commons 10th Addition

- Preliminary Plat
- Preliminary Grading and Erosion Control Plan
- Preliminary Landscape Plan
- Preliminary Utility Plan

BACKGROUND

HVP V Epic Heritage, LLC has submitted a final plat named Heritage Commons 10th Addition. The parent parcels (PID Nos. 223203000010, 220290025018, and part of 220290025016) consist of a metes and bounds parcel, Outlot A, Heritage Commons 6th Addition, and a section of a secondary metes and bounds parcel. It is zoned PUD, Planned Unit Development. The proposed development is located east of and adjacent to Dodd Boulevard, north of and adjacent to 202nd Street (CSAH 50), and south of and adjacent to Heritage Drive.

The final plat consists of one (1) commercial lot and two (2) outlots within one (1) block on 3.74 acres.

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

- Outlot A: Future Development; retained by Developer (2.17 acres)
- Outlot B: Driveway and Open Space, to be deeded to Lake Marion Collision (0.03 acres)

The proposed development will be completed by:

Developer: HVP V Epic Heritage, LLC
Engineer: Contour Civil Design

SITE CONDITIONS

The site was previously utilized as a gas station that has since been demolished. Two existing shared access driveways are located on the west and northeast sides of the parcel. There are no existing wetlands or trees located in or near the parcel. The site is located within the South Creek Stormwater District with the site generally draining southwest to northeast.

STREET AND SUBDIVISION LAYOUT

Dodd Boulevard (CSAH 9)

Heritage Commons 10th is located east of and adjacent to Dodd Boulevard (CSAH 9), a Dakota County highway classified as a minor arterial. The 2022 Dakota County Plat Needs Map (rev. 10-27-22) identifies a half right-of-way need of 75 feet. The Developer is dedicating the necessary right-of-way as shown within the preliminary plat. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission on April 23, 2025. The Developer is responsible for any requirements stipulated by Dakota County.

202nd Street (CSAH 50)

Heritage Commons 10th Addition is located north of and adjacent to 202nd Street (CSAH 50), a minor arterial County roadway as identified in the City's Transportation Plan. The preliminary plat was reviewed and recommended for approval by the Dakota County Plat Commission at its April 23, 2025 meeting. The developer is dedicating the necessary right-of-way as shown within the preliminary plat. The Developer is responsible for any requirements stipulated by Dakota County.

Heritage Drive

Heritage Commons 10th Addition is located south of Heritage Drive, a minor collector roadway as identified in the City's Transportation Plan. The right-of-way for Heritage Drive was dedicated with the Heritage Commons final plat; no additional right-of-way is required with the final plat. No construction improvements are proposed with Heritage Commons 10th Addition final plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction shall be determined with the final construction plans.

PARKS, TRAILS AND SIDEWALKS

The Park Dedication requirement has not been satisfied on the parent parcels and will be required with the final plat.

Development of Heritage Commons 10th Addition does not include the construction of public trails or sidewalks. Existing sidewalks are located along Dodd Boulevard and 202nd Street adjacent to the plat.

UTILITIES

SANITARY SEWER

Heritage Commons 10th Addition is located within subdistrict ML-70050 of the Lake Marion sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES Farmington Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility.

An existing sanitary sewer manhole extends to the northeast portion of the parcel. Development of Heritage Commons 10th Addition includes the extension of 6-inch sanitary sewer service to provide service to Lot 1, Block 1.

The Sanitary Sewer Availability Charge will be required to be paid with the building permit application.

Final sewer service connection locations and sizes will be reviewed by City staff with the final construction plans.

WATERMAIN

An existing 8-inch watermain stub extends into the parcel from Heritage Drive on the northeast portion of the parcel. Development of Heritage Commons 10th Addition includes the extension of 6-inch watermain to provide service to the development.

Final water service connection locations and sizes will be reviewed by City staff with the final construction plans.

DRAINAGE AND GRADING

Heritage Commons 10th Addition is located within subdistricts SC-094 and SC-169 of the South Creek Drainage District, as identified in the City's Water Resources Management Plan.

Development of Heritage Commons 10th Addition will include the construction of one privately owned and maintained underground stormwater infiltration system located within Lot 1, Block 1, Heritage Commons 10th Addition.

The Developer shall sign a stormwater maintenance agreement for the underground stormwater system and dedicate a drainage and utility easement over the stormwater management area prior to the recording of the final plat. The underground stormwater

system will provide water quality treatment, volume reduction, and rate control of the stormwater runoff generated from the proposed site improvements.

The final grading plan must indicate any proposed borrow areas in which the building footings will be placed on fill material. The grading specifications must indicate that all embankments meet FHA/HUD 79G specifications. A final certificate of occupancy shall not be issued until an as-built certified grading plan has been submitted and approved by the City Engineer.

Heritage Commons 10th Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

A grading permit for Heritage Commons 10th Addition will not be approved until a suitable soil report for the site outlining any potential contamination is submitted to the City for review.

STORM SEWER

Privately owned and maintained storm sewer will be constructed with Heritage Commons 10th Addition. Private storm sewer constructed within Lot 1, Block 1, Heritage Commons 10th Addition will convey runoff to the privately owned and maintained underground stormwater system.

The Trunk Storm Sewer Area Charge has not been collected on the parent parcel and must be paid with the final plat.

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

FEMA FLOODPLAIN ANALYSIS

Heritage Commons 10th Addition is shown on the Flood Insurance Rate Map (Map Nos. 27037C0192E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no wetlands on the site.

TREE PRESERVATION

There are no trees within the parent parcel.

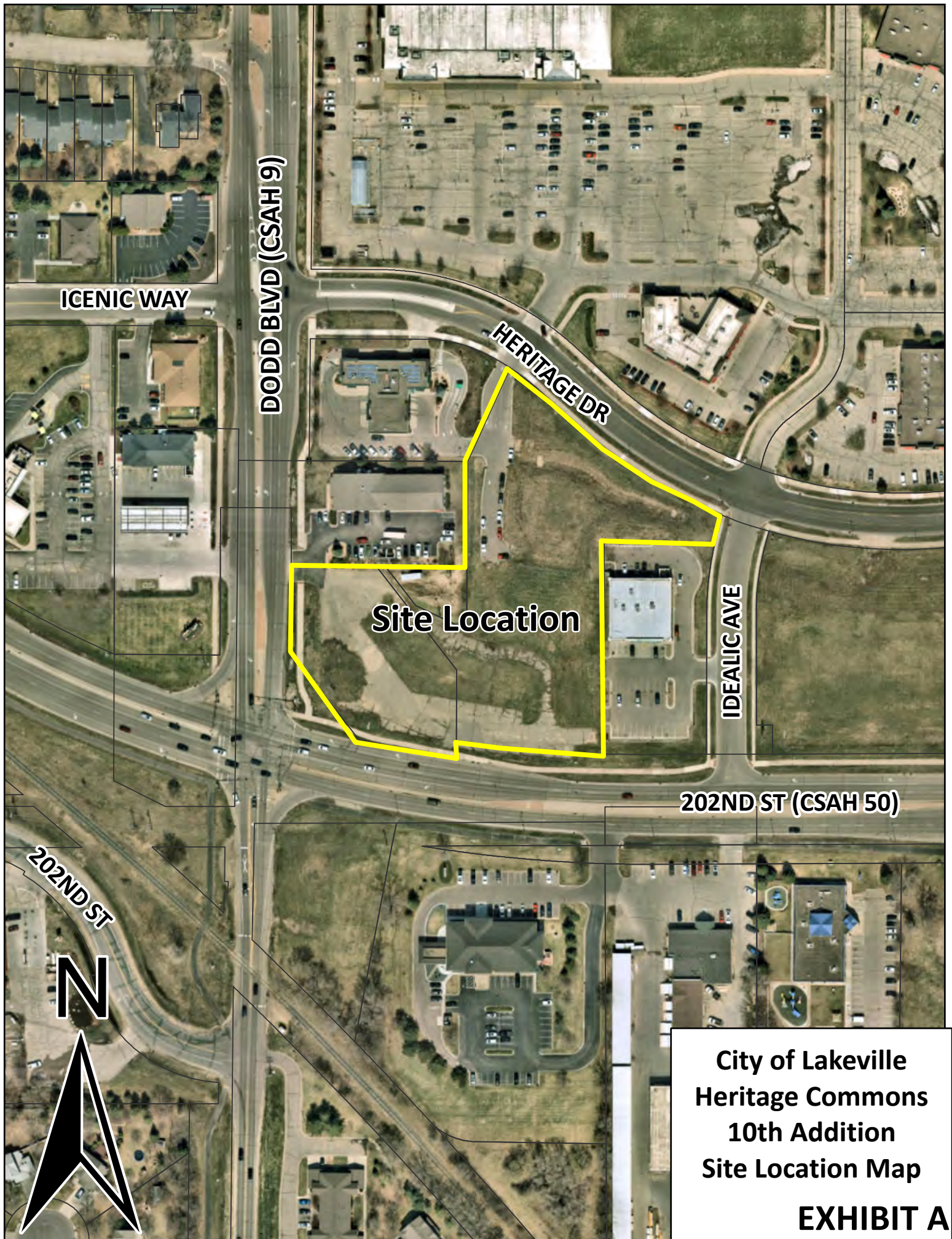
EROSION CONTROL

The plans include a detailed erosion and sediment control plan. The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. The permit requires that all erosion and sediment best management practices (BMPs) be clearly outlined in a site's SWPPP. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. Changes made throughout construction must be documented in the SWPPP. An on-site preconstruction meeting shall be held with the City prior to work commencing on the site. No grading can take place until the City has reviewed and approved the SWPPP for the site.

The MS4 Administration Fee has not been collected on the parent parcel and must be paid with the final plat.

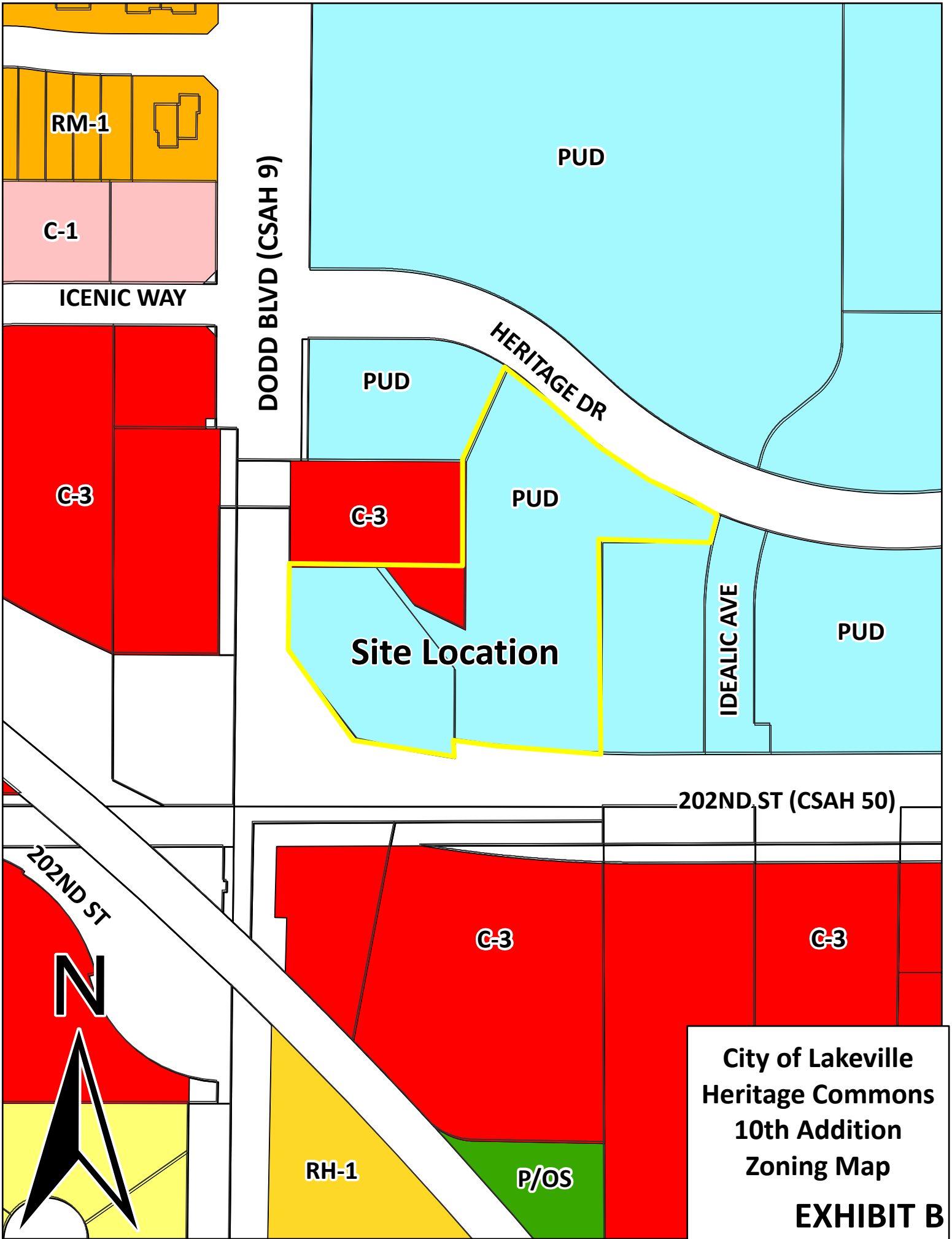
RECOMMENDATION

Engineering recommends approval of the Heritage Commons 10th Addition preliminary plat, preliminary grading and erosion control plan, preliminary utility plan, and landscape plan subject to the requirements and stipulations within this report.



**City of Lakeville
Heritage Commons
10th Addition
Site Location Map**

EXHIBIT A



City of Lakeville
Heritage Commons
10th Addition
Zoning Map
EXHIBIT B

PRELIMINARY PLAT OF:
HERITAGE COMMONS 10TH ADDITION

OWNER & SUBDIVIDER

HVP V EPIC Heritage, LLC
515 Congress Avenue
Suite 1925
Austin, Texas 78701

TAX PARCEL INFORMATION:

PID 22320300010 - Outlot A, HERITAGE COMMONS 6TH ADDITION
PID 220290025018 - Pt. of the NE 1/4 of the NW 1/4 of Section 29
Pt. of PID 220290025016 - Pt. of the NE 1/4 of the NW 1/4 of Section 29

LOT AREAS

Lot 1, Block 1: 60,191 s.f. / 1.38 Acres
Outlot A: 94,349 s.f. / 2.17 Acres
Outlot B: 1,212 s.f. / 0.03 Acres
Right of Way: 6,996 s.f. / 0.16 Acres
Total Area: 162,748 s.f. / 3.74 Acres

PROPERTY DESCRIPTION

(PID 22320300010)
Outlot A, HERITAGE COMMONS 6TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

AND

(PID 220290025018)

That part of the NE 1/4 of the NW 1/4 of Section 29, Township 14, Range 20, Dakota County, Minnesota, described as follows:
Commencing at the Northeast corner of said NE 1/4 of the NW 1/4 of Section 29; thence South 00 degrees 17 minutes 49 seconds East, assumed bearing along the East line of the said NE 1/4 of the NW 1/4 a distance of 1264.26 feet to the Northernly right-of-way line of Minnesota Trunk Highway No. 50; thence South 88 degrees 47 minutes 53 seconds West, along said highway right-of-way line, a distance of 735.70 feet; thence West along the said highway right-of-way line on a tangential curve to the right having a radius of 1839.86 feet, a distance of 277.30 feet to the actual point of beginning; thence continue Westerly along the said highway right-of-way line and along the afore-described curve to the right having a radius of 1839.86 feet, a distance of 140.00 feet to the point where said right-of-way line deflects to the Northwest; thence North 38 degrees 40 minutes 44 seconds West along said right-of-way line a distance of 157.66 feet to the point where said right-of-way line deflects to the North; thence North 00 degrees 42 minutes 52 seconds West along said right-of-way line a distance of 120.00 feet; thence North 88 degrees 17 minutes 08 seconds East a distance of 121.99 feet; thence South 38 degrees 40 minutes 44 seconds East a distance of 183.19 feet; thence South 00 degrees 42 minutes 52 seconds East distance of 124.97 feet to the actual point of beginning, Dakota County, Minnesota.

AND

(Pt of PID 220290025016)

That part of the NE 1/4 of the NW 1/4 of Section 29, Township 14, Range 20, Dakota County, Minnesota, described as follows:
Commencing at the northeast corner of said NE 1/4 of the NW 1/4 of Section 29; thence South 00 degrees 17 minutes 49 seconds East, assumed bearing, along the east line of said NE 1/4 of the NW 1/4 a distance of 1264.26 feet to the northernly right-of-way line of Minnesota Trunk Highway No. 50; thence South 88 degrees 47 minutes 53 seconds West, along said highway right-of-way line a distance of 625.20 feet; thence North 00 degrees 17 minutes 49 seconds West, parallel with the east line of said NE 1/4 of the NW 1/4 a distance of 200.15 feet; thence South 89 degrees 05 minutes 27 seconds West a distance of 374.36 feet to the point of beginning; thence North 05 degrees 11 minutes 20 seconds West a distance of 80.00 feet; thence North 38 degrees 40 minutes 44 seconds West a distance of 68.00 feet to a point on the easterly extension of the north line of the property described on Warranty Deed dated September 27, 1983, and recorded in the Dakota County Recorder's Office as Document No. 643428; thence North 89 degrees 17 minutes 08 seconds East along said easterly extension of the north line of the property described on Warranty Deed dated September 27, 1983 and recorded as Document No. 643428 a distance of 114.02 feet to a point on a line that bears North 00 degrees 42 minutes 52 seconds West from the actual point of beginning; thence South 00 degrees 42 minutes 52 seconds East a distance of 88.08 feet to the actual point of beginning, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

FLOOD ZONE

This parcel is shown on Flood Insurance Rate Map 27037C0192E as being within flood zone 'X', which is defined as an area determined to be outside the 0.2% (500yr) annual chance floodplain.

ZONING DISTRICT

The subject property is located in a PUD Planned Unit Development district.

SETBACK REQUIREMENTS

(Verify with the City of Lakeville)

Front / Abutting Public Street: 30 Feet
Side / Interior Lot Lines: 10 Feet
Parking: 15 Feet From Public Right of Way
5 Feet Interior
Sign Setback: 15 Feet From Any Property Line

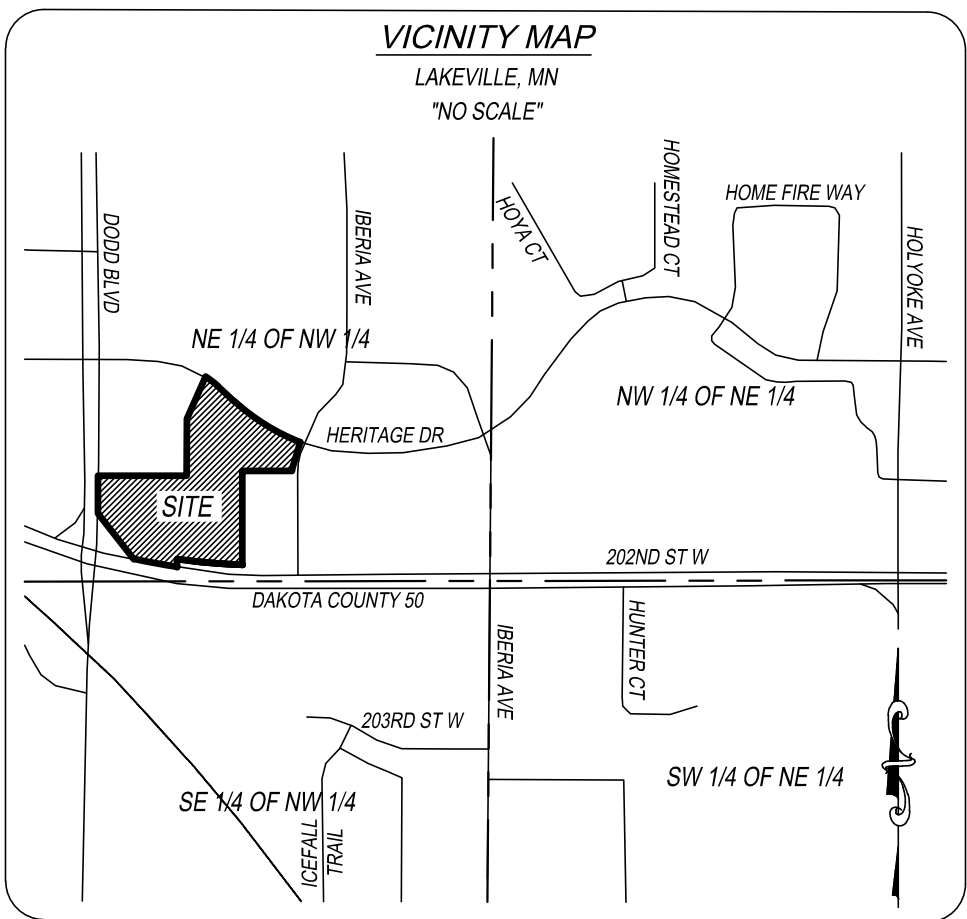
DRAINAGE & UTILITY EASEMENTS

ARE SHOWN THUS:
(NOT TO SCALE)

BEING 10 FEET IN WIDTH AND ADJOINING
STREET LINES AND BEING 5 FEET IN WIDTH,
AND ADJOINING SIDE LOT LINES UNLESS NOTED
OTHERWISE SHOWN ON THE PLAT.

LEGEND

- DENOTES FOUND IRON PIPE
- ▲ DENOTES FOUND MAGNETIC NAIL
- DENOTES FOUND REBAR
- DENOTES SET IRON PIPE
- ⊥ DENOTES EXISTING ROAD SIGN
- ⊥ DENOTES EXISTING STOP SIGN
- ⊥ DENOTES EXISTING STORM MANHOLE
- ⊥ DENOTES EXISTING CATCH BASIN
- ⊥ DENOTES EXISTING SANITARY MANHOLE
- ⊥ DENOTES EXISTING HYDRANT
- ⊥ DENOTES EXISTING WATER VALVE
- ⊥ DENOTES EXISTING TELEPHONE/FIBER PEDESTAL
- ⊥ DENOTES EXISTING GAS MANHOLE
- ⊥ DENOTES EXISTING LIGHT POLE
- ⊥ DENOTES EXISTING POWER POLE
- ⊥ DENOTES EXISTING ELECTRIC METER
- ⊥ DENOTES EXISTING ELECTRIC VAULT
- ⊥ DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING WATERMAIN
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING UNDERGROUND ELECTRIC LINE
- DENOTES EXISTING UNDERGROUND GAS LINE
- DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
- DENOTES EXISTING UNDERGROUND TELEPHONE LINE
- DENOTES AREA OF BITUMINOUS
- DENOTES AREA OF CONCRETE



SEC. 29, TOWNSHIP 114, RANGE 20

EXHIBIT C

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 Land Surveyor under the laws of the State of Minnesota.

Kyle J. Roddy, MN PLS 42627

Signature: *Kyle J. Roddy* Date: 05/14/2025

LHB
324 Garfield St. South | Cambridge, MN 55008
763.218.1235 | LHBcorp.com

KEYNOTES

- * SEE ARCHITECTURAL SITE PLANS FOR ADDITIONAL SITE PLAN NOTES.
- LANDSCAPE AREA. SEE LANDSCAPE PLAN.
 - MATCH EXISTING CURB/SIDEWALK/PAVEMENT.
 - 4" CONCRETE WALK/PATIO.
 - CONCRETE PAVEMENT/APRON.
 - INTEGRAL CONCRETE WALK/CURB.
 - FLUSH CURB.
 - PEDESTRIAN CURB RAMP.
 - 6" CONCRETE FILLED PIPE BOLLARD.
 - SQUARE BOLLARD PER TENANT REQUIREMENTS.
 - TRASH ENCLOSURE.
 - 4" SOLID WHITE LINE.
 - SOLID WHITE PAVEMENT MARKING.
 - TRANSFORM PAD. FINAL LOCATION TO BE CONFIRMED BY CONTRACTOR AND ELECTRIC PROVIDER.
 - LIGHT POLE AND BASE.
 - CLEARANCE/HEIGHT RESTRICTION BAR PER TENANT.
 - PRE-MENU BOARD PER TENANT.
 - DRIVE-THRU ORDER SCREEN WITH CANOPY PER TENANT.
 - ORDER MENU PER TENANT.
 - 4 FT. MAINTENANCE FREE PRIVACY FENCE, COLOR TO MATCH BUILDING.
 - SOLID WHITE CROSSWALK PAVEMENT MARKINGS.
 - LOOP DETECTOR PER TENANT.
 - MONUMENT SIGN.
 - DIRECTIONAL SIGN.
 - BITUMINOUS ROLL CURB.
 - POURED CONCRETE STEPS.
 - 3 FT. TAPER OUR CURB.

SIGN SCHEDULE

- A. HANDICAP PARKING SIGN ON: 6' BOLLARD R7-8m W/R7-8b (12' X 18')
- B. NO PARKING SIGN ON: 6' BOLLARD R8-3a (12' X 18')
- C. MOBILE ORDER PICKUP SIGN: PER TENANT
- D. DIGITAL ORDER PICKUP SIGN: ON 6' BOLLARD. PER TENANT
- E. THANK YOU/EXIT SIGN: PER TENANT

LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		BITUMINOUS PAVEMENT
		CONCRETE WALK/STOOP
		CONCRETE PAVEMENT
		CURB LINE
		STORM SEWER
		SANITARY SEWER
		WATER MAIN
		UNDERGROUND ELECTRIC
		UNDERGROUND GAS
		UNDERGROUND TELEPHONE
		UNDERGROUND FIBER OPTIC
		OVERHEAD ELECTRIC
		STORM CATCH BASIN
		STORM MANHOLE
		HYDRANT
		GATE VALVE
		LIGHT POLE
		ELECTRIC MANHOLE
		OTHER SYMBOLS

BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
CONTROL DISC NAMED 1914H
ELEVATION: 959.11 (NAVD 88)

SITE DATA

LAND USE DESIGNATION:	COMMERCIAL
EXISTING ZONING:	PLANNED UNIT DEVELOPMENT
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT
PARCEL AREA:	60,191 SF
IMPERVIOUS AREA:	
BUILDING 1:	2,372 SF 4%
BUILDING 2:	2,485 SF 4%
PAVEMENTS:	39,118 SF 64%
TOTAL:	43,975 SF 73%
PERVIOUS AREA:	16,216 SF 27%

PARKING SUMMARY

STANDARD STALLS:	45
HANDICAP STALLS:	4
TOTAL STALLS:	49

SITE PLAN NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
- TYPICAL PARKING STALLS ARE 9' X 18' UNLESS OTHERWISE NOTED.
- ALL PEDESTRIAN RAMPS SHALL MEET CURRENT ADA STANDARDS.
- UNLESS OTHERWISE SHOWN IN THE PLANS, CONTRACTOR SHALL PROVIDE CONTROL JOINTS AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS, AND DRIVES PER THE FOLLOWING REQUIREMENTS:

CONTROL JOINTS: WALKS @ 8' SPACING
OTHERS @ 10' SPACING

SAWCUT CONTROL JOINTS MINIMUM 1/4 CONCRETE THICKNESS.

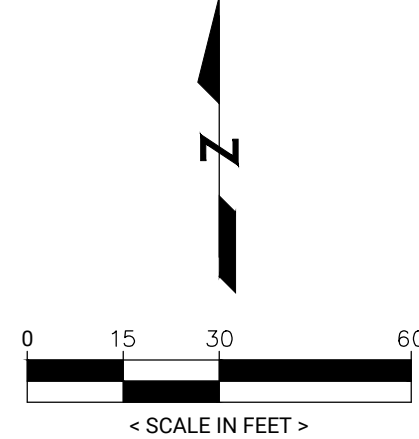
EXPANSION JOINTS: WALKS @ 24' SPACING
OTHERS @ 40' SPACING

PROVIDE EXPANSION JOINT AT ALL POINTS WHERE A CHANGE IN PAVEMENT THICKNESS OCCURS AND WHERE NEW PAVEMENT WILL MATCH EXISTING PAVEMENT.

DOWEL ALL EXPANSION JOINTS AT 24" SPACING MAX.

SIGNAGE AND PAVEMENT MARKING NOTES

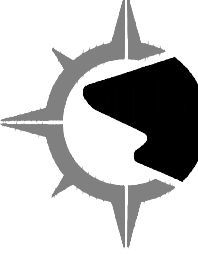
- ALL SIGNS SHALL BE PLACED 18" MINIMUM BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
- SIGNS SHALL INCLUDE HARDWARE, POST, FOOTING, CASING, AND ALL APPURTENANCES REQUIRED FOR TYPICAL INSTALLATION.
- PARKING LOT STRIPING AND PAVEMENT MARKINGS SHALL BE 4" SOLID WHITE PAINT. ALL PAVEMENT LETTERING SHALL BE 12" HEIGHT.
- ALL SIGNS AND PAVEMENT MARKINGS SHALL BE PER THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).



CALL BEFORE YOU DIG

CONTOUR
CIVIL DESIGN

P.O. BOX 89 DOCKFORD, MINNESOTA 55373
TEL: 612.730.2265 | WWW.CONTOURCD.COM



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

NAME: JOSEPH T. RADACH PE
SIGNATURE:
DATE: 01/28/25 LIC #: 45889

BY: JTR

ISSUE DATE: 01/28/25

CITY COMMENTS

REVISIONS	1.	2.	3.	4.	5.	6.	7.

2C DEVELOPMENT, LLC
11985 Technology Drive, Suite 110
Eden Prairie, MN 55344

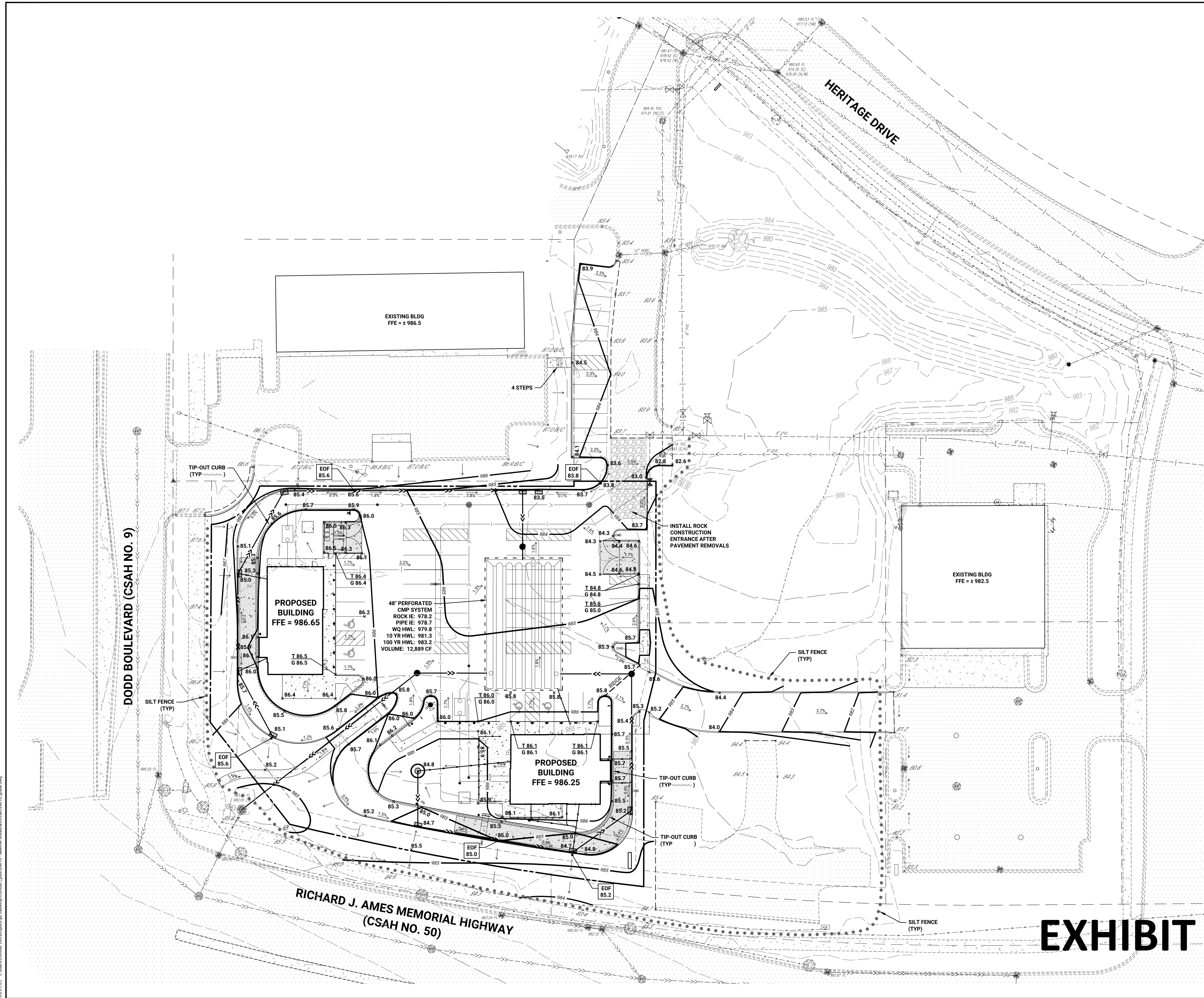
OWNER

SITE PLAN

HERITAGE COMMONS RESTAURANTS
Lakeville, Minnesota

SHEET NUMBER
C2.1

EXHIBIT E

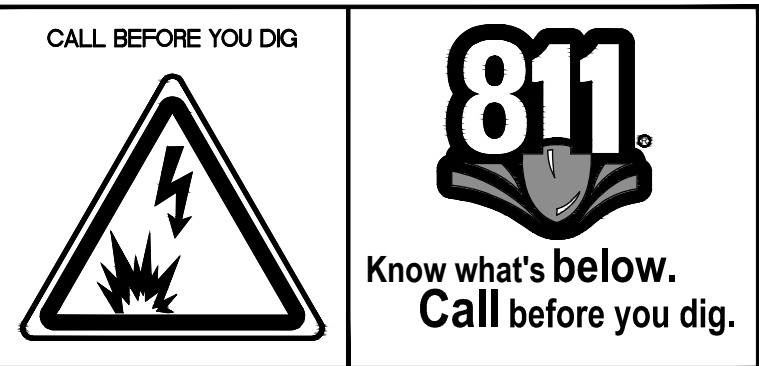
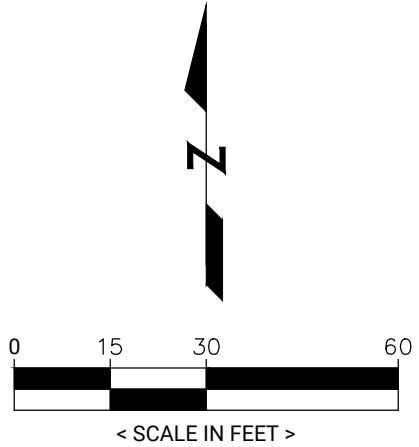


LEGEND		
EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		BITUMINOUS PAVEMENT
		CONCRETE WALK/SLOOP
		CONCRETE PAVEMENT
		CURB LINE
		STORM SEWER
		SANITARY SEWER
		WATER MAIN
		UNDERGROUND ELECTRIC
		UNDERGROUND GAS
		UNDERGROUND TELEPHONE
		UNDERGROUND FIBER OPTIC
		OVERHEAD ELECTRIC
		STORM CATCH BASIN
		STORM MANHOLE
		HYDRANT
		GATE VALVE
		LIGHT POLE
		ELECTRIC MANHOLE
		OTHER SYMBOLS
		5' CONTOUR
		1' CONTOUR
		SPOT ELEVATION (CURB ELEVATIONS)
		SILT FENCE
		ROCK ENTRANCE

BENCHMARK	
MINNESOTA DEPARTMENT OF TRANSPORTATION CONTROL DISC NAMED 1914H	
ELEVATION:	959.11 (NAVD 88)

- | GOVERNING SPECIFICATIONS | |
|--------------------------|---|
| 1. | THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE CITY OF LAKEVILLE SPECIFICATIONS. |
| 2. | THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD). |
| 3. | THE LATEST EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS. |

- ## GRADING NOTES
1. VEHICLE TRACKING REDUCTION DEVICE, SILT FENCE, AND EXISTING CATCH BASIN INLAND PROTECTION SHALL BE INSTALLED PRIOR TO GRADING CONSTRUCTION, AND SHALL BE MAINTAINED UNTIL THE SITE HAS BEEN STABILIZED.
 2. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO THE START OF GRADING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
 3. CONTRACTOR SHALL STRIP, STOCKPILE AND RESPREAD SUFFICIENT TOPSOIL TO PROVIDE A MINIMUM OF 6" OF TOPSOIL OVER ALL DISTURBED AREAS THAT WILL BE SODDED, SEEDDED OR LANDSCAPED.
 4. ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 14 CALENDARS DAYS AFTER LAND-DISTURBING WORK HAS TEMPORARILY OR PERMANENTLY CEASED.
 5. ALL SLOPES STEEPER THAN 3:1 SHALL HAVE MNDOT CAT. 1 EROSION CONTROL, BLANKET AND SEED, OR APPROVED EQUAL.
 6. STOCKPILES SHALL BE STABILIZED WITHIN 14 DAYS OF ROUGH GRADING OR INACTIVITY.
 7. ALL WORK WITHIN THE ADJACENT STREET RIGHTS OF WAY MUST BE COORDINATED WITH AND APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT.



GRADING AND DRAINAGE PLAN		HERITAGE COMMONS RESTAURANTS Lakeville, Minnesota	
SHEET NUMBER C4.1			
OWNER		2C DEVELOPMENT, LLC 11985 Technology Drive, Suite 110 Eden Prairie, MN 55344	
DATE: 01/28/25		BY: JTR	
ISSUE DATE: 01/28/25		CITY COMMENTS	
1.		2.	
3.		4.	
5.		6.	
7.			
OWNER		2C DEVELOPMENT, LLC 11985 Technology Drive, Suite 110 Eden Prairie, MN 55344	
DATE: 01/28/25		BY: JTR	
ISSUE DATE: 01/28/25		CITY COMMENTS	
1.		2.	
3.		4.	
5.		6.	
7.			

GRAPHIC	MATERIAL	SPECIFICATION	NOTES
	ROCK MULCH	1.5" DIAMETER CRUSHED GRANITE ROCK MULCH OVER FILTER FABRIC	3" DEPTH
	GRANITE COBBLE	4-8" DIAMETER GRANITE COBBLE OVER FILTER FABRIC	6-8" DEPTH
	SOD	BLUEGRASS PEAT SOD ON AT LEAST 4" TOPSOIL	N/A

GROUNDCOVER SCHEDULE:

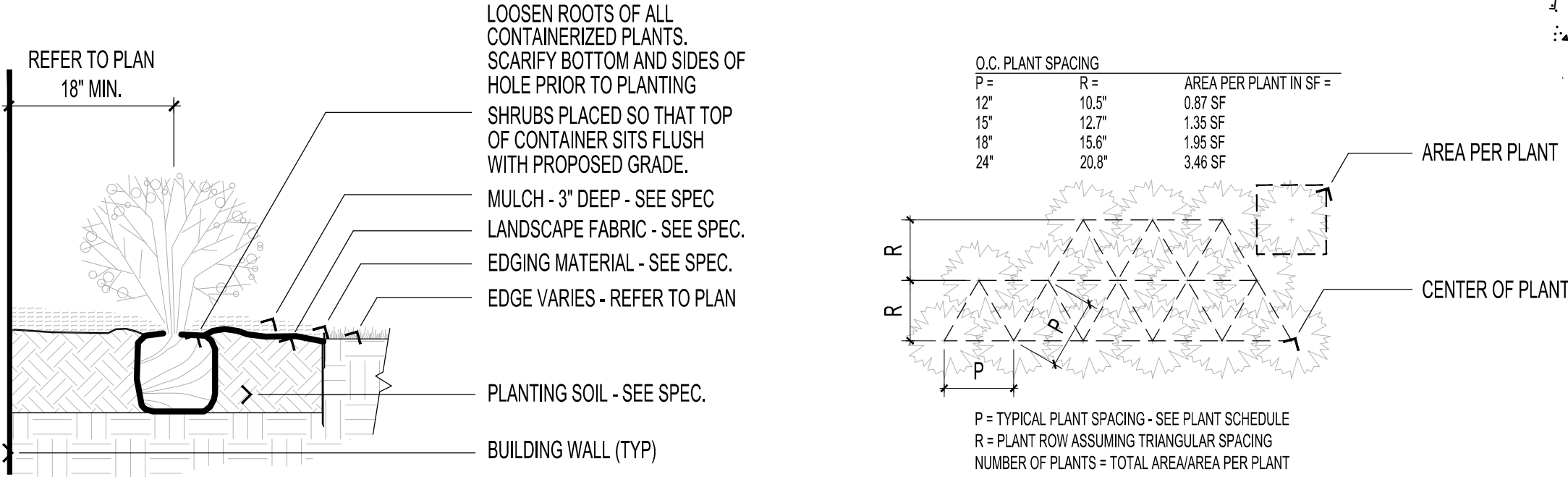
CONVERSATIONS WITH CITY STAFF HAS CONFIRMED THE CITY OF LAKEVILLE HAS NO QUANTIFIABLE LANDSCAPE ORDINANCE THAT DICTATES THE AMOUNT/QUANTITY OF LANDSCAPING REQUIRED FOR THESE PROJECTS. IN AN EFFORT TO ADDRESS COMMON DESIGN ISSUES, THIS LANDSCAPE PLAN WAS CREATED WITH AN EMPHASIS ON THE FOLLOWING:

1. SCREENING OF HEADLIGHTS AT KEY POINTS IN THE DRIVE-THRU LANES
2. TREES LOCATED CLOSEST TO MAIN ROADWAYS
3. A NICE MIX OF SHRUBS, ORNAMENTAL GRASSES, AND PERENNIALS AT ENTRIES & KEY PEDESTRIAN LOCATIONS.
4. THIS SITE IS CURRENTLY DEVOID OF ANY EXISTING TREES SO NO TREE PRESERVATION PLAN IS INCLUDED.

PLANTE MATERIALS WILL BE INSTALLED AT THE MINIMUM SIZES SHOWN ON THE PLANT SCHEDULE. MINIMUM SIZES ARE:

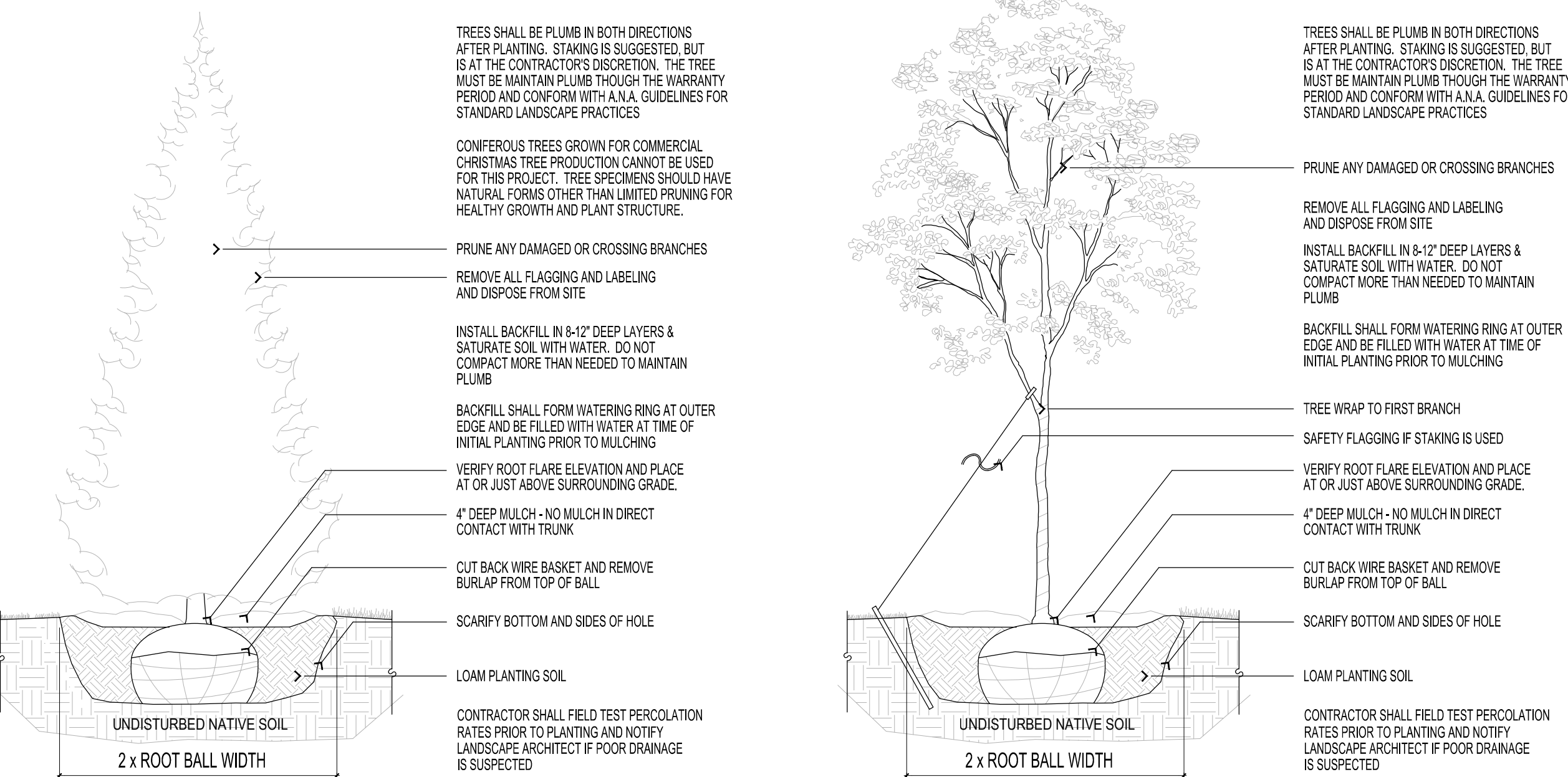
- 2.5" CAL. FOR DECIDUOUS TREES
- 8' HEIGHT FOR CONIFEROUS TREES
- 2" CAL. (or 6-7' HGT.) FOR ORNAMENTAL TREES
- 18-24" SPREAD FOR CONIFEROUS SHRUBS
- 18-24" SPREAD FOR DECIDUOUS SHRUBS

LANDSCAPE CALCULATIONS:



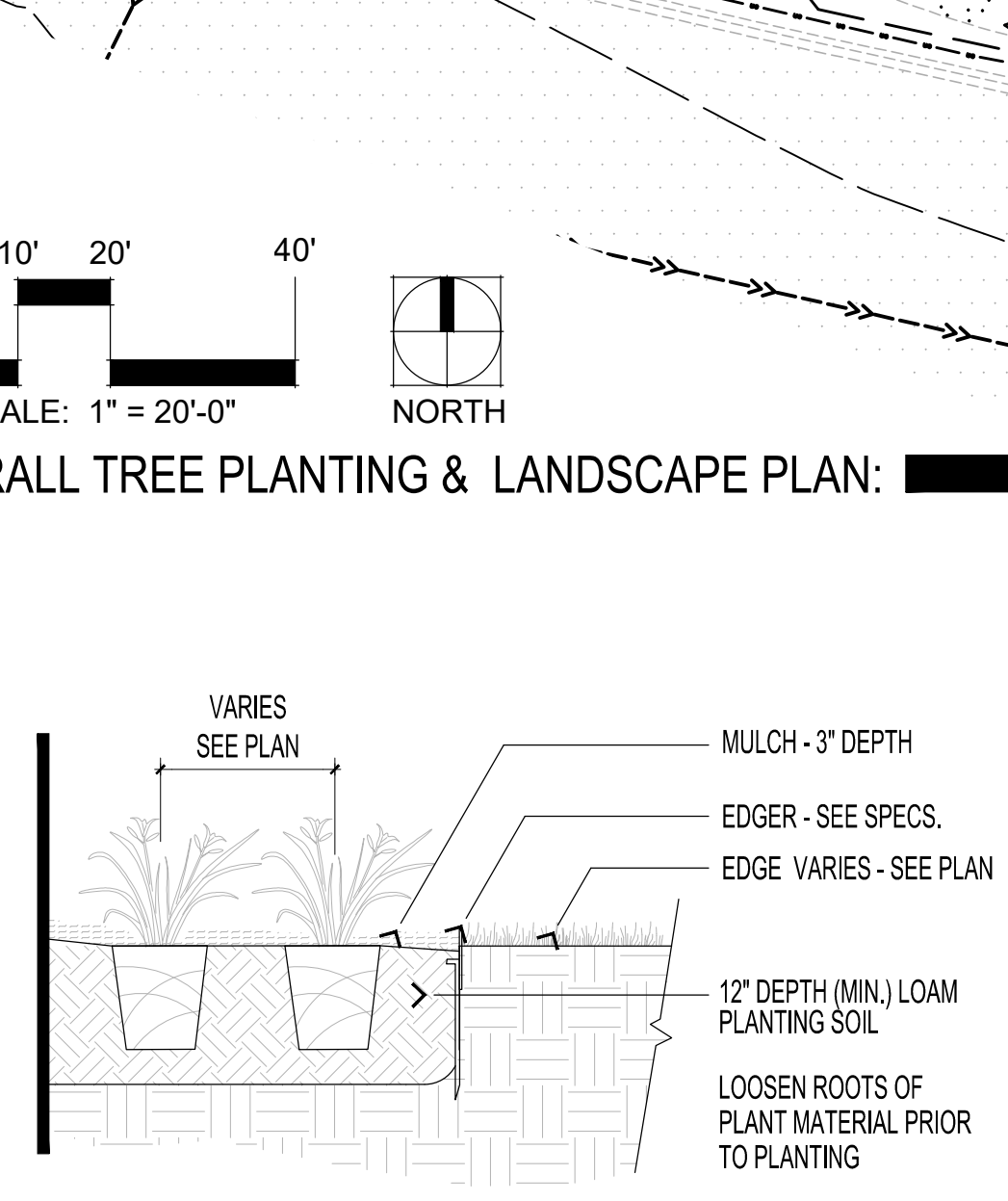
1 SHRUB PLANTING DETAIL
L1-1 SCALE: 3/4" = 1'-0"

2 PERENNIAL SPACING GUIDELINES
L1-1 SCALE: 3/4" = 1'-0"

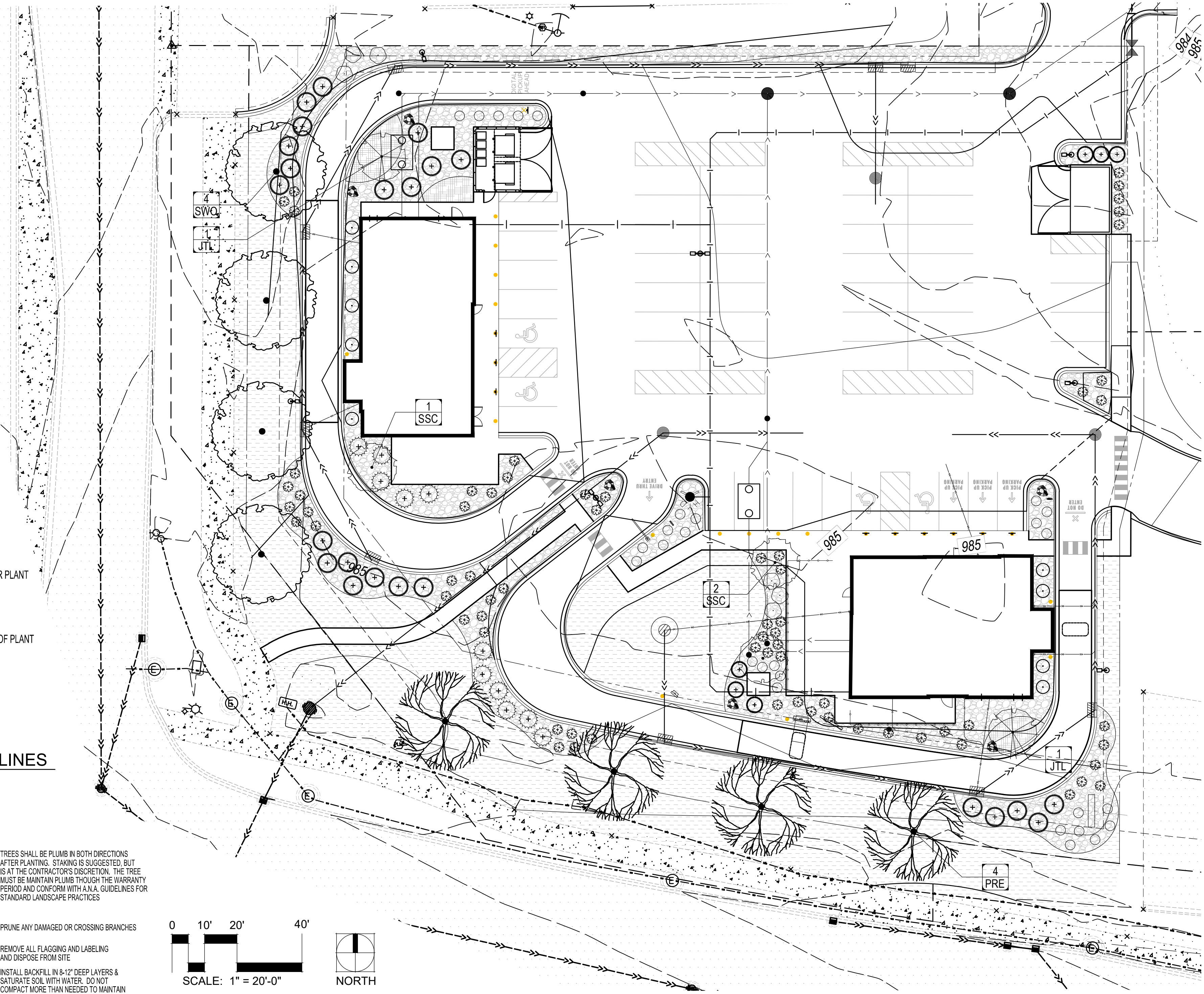


3 CONIFEROUS TREE PLANTING DETAIL
L1-1 SCALE: 1/2" = 1'-0"

4 DECIDUOUS TREE PLANTING DETAIL
L1-1 SCALE: 1/2" = 1'-0"



5 PERENNIAL PLANTING
L1-1 SCALE: 3/4" = 1'-0"



OVERALL TREE PLANTING & LANDSCAPE PLAN:

EXHIBIT G

DECIDUOUS TREES					
PRE	4	PRINCETON ELM	Ulmus americana 'Princeton'	2.5" CAL	B&B SINGLE STEM
SWO	4	SWAMP WHITE OAK	Quercus bicolor	2.5" CAL	B&B SINGLE STEM
ORNAMENTAL TREES					
JTL	1	JAPANESE TREE-LILAC	Syringa reticulata 'Ivory Silk'	2.0" CAL	B&B SINGLE STEM
SSC	3	SPRING SNOW CRABAPPLE	Malus x 'Spring Snow'	2.0" CAL	B&B SINGLE STEM

TREE PLANTING SCHEDULE:

THE CONTRACTOR SHALL:

VISIT SITE PRIOR TO SUBMITTING BID TO INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE SCOPE OF WORK.

VERIFY THE LAYOUT AND ANY DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES THAT WOULD COMPROMISE THE DESIGN OR INTENT OF THE PROJECT LAYOUT.

ASSURE COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK OR MATERIALS SUPPLIED.

PROTECT ALL EXISTING FEATURES FROM DAMAGE DURING PLANTING OPERATIONS. ANY DAMAGE SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER.

CALL GOPHER-ONE TO VERIFY ALIGNMENT AND LOCATION OF ALL UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE PROTECTION FOR SAME BEFORE CONSTRUCTION BEGINS.

ESTABLISH TO THEIR SATISFACTION THAT SOIL AND COMPACTION CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AT AND AROUND THE BUILDING SITE.

UTILITIES, BACKGROUND INFORMATION, AND LAYOUT:

ALL UNDERGROUND UTILITIES SHALL BE LAID SO THAT TRENCHES DO NOT CUT THROUGH ROOT SYSTEMS OF ANY EXISTING TREES TO REMAIN. ADEQUATELY COMPACT ANY EXCAVATED AREAS TO AVOID FUTURE SETTLEMENT.

EXISTING CONTOURS, TRAILS, VEGETATION, CURB/GUTTER AND OTHER EXISTING ELEMENTS BASED UPON INFORMATION SUPPLIED TO LANDSCAPE ARCHITECT BY OTHERS. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF DISCREPANCIES THAT WOULD COMPROMISE THE DESIGN INTENT PRIOR TO BEGINNING CONSTRUCTION.

THE ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. ANY CHANGE IN ALIGNMENT MUST BE APPROVED BY LANDSCAPE ARCHITECT.

LANDSCAPE INSTALLATION AND PHASING:

COORDINATE THE LANDSCAPING AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.

NO PLANTINGS SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE PLANTING AREAS.

PLANT MATERIALS:

ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE NURSERY STOCK STANDARDS AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA).

PLANTS SHALL NOT BE STOCKPILED ON SITE ANY LONGER THAN NECESSARY AND SHALL HAVE ADEQUATE WATERING AT ALL TIMES PRIOR TO PLANTING. PLANTS THAT SHOW OBVIOUS SIGNS OF DISTRESS FROM HEAT, OR LACK OF WATER, SHALL NOT BE INSTALLED. ROOT BALLS FOR ALL TREES SHALL BE COVERED WITH MULCH WHILE AWAITING PLANTING.

UNLESS NOTED OTHERWISE, DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED SHRUB HEIGHT. ORNAMENTAL TREES SHALL HAVE NO Y CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' ABOVE THE ROOT FLARE. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE THE ROOT FLARE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL HAVE A FULL, NATURAL FORM CONSISTENT WITH THE SPECIES.

THE LANDSCAPE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF ANY DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. LANDSCAPE ARCHITECT MUST APPROVE ALL STAKING PRIOR TO ANY DIGGING.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT PRIOR TO THE SUBMISSION OF A BID AND/OR QUOTATION.

ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS ARE OCCASIONALLY NEEDED IN THE FIELD. SHOULD AN ADJUSTMENT BE REQUIRED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED IN ADVANCE TO DISCUSS AN ACCEPTABLE MODIFICATION.

ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH DRIED BONE MEAL. OTHER APPROVED FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS OR MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 0-20-20 OF 12 OZ PER 2.5" CALIPER PER TREE AND 6 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 10-10-10 THE FOLLOWING SPRING IN THE TREE SAUCER.

ALL PLANTING AREAS RECEIVING GROUND COVER, PERENNIALS, ANNUALS, AND/OR VINES SHALL RECEIVE A MINIMUM OF 8" DEPTH OF PLANTING SOIL CONSISTING OF AT LEAST 45 PARTS TOPSOIL, 45 PARTS PEAT/COMPOST AND 10 PARTS SAND.

ALL PLANTS SHALL BE INSTALLED PER THE PLANTING DETAILS.

WRAPPING MATERIAL SHALL BE CORRUGATED PVC PIPING 1" GREATER IN CALIPER THAN THE TREE BEING PROTECTED OR QUALITY, HEAVY, WATERPROOF CREPE PAPER MANUFACTURED FOR THEIR PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.

IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR GUARANTEE, HE MUST BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND/OR INSTALLATION.

EDGING AND MAINTENANCE STRIPS:

BLACK POWDER COATED STEEL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS, AND ANNUALS WHERE BED MEETS SOD/SEED UNLESS NOTED OTHERWISE.

MAINTENANCE STRIPS SHALL HAVE EDGER AND MULCH AS SPECIFIED OR AS INDICATED ON DRAWINGS.

PLANTING NOTES:

MULCHING:

ROCK MULCH OR COBBLE SHALL BE CLEAN AND FREE OF ANY SIGNIFICANT DIRT, SOIL, OR ORGANIC MATTER THAT WILL PROMOTE WEED GROWTH. HIGH QUALITY GEOTEXTILE FABRIC, WITH EDGES OVERLAPPED AT LEAST 12", SHALL BE PLACED UNDER ALL ROCK MULCH.

ALL SHRUB BED MASSES SHALL RECEIVE 3" COMPACTED DEPTH LAYER OF BROWN SHREDDED WOOD MULCH WITH A UNIFORM TREATMENT OF PRE-EMERGENT HERBICIDE (PREEN OR EQUAL) APPLIED PRIOR TO MULCHING.

ALL PERENNIAL PLANTING BEDS SHALL RECEIVE 3" COMPACTED DEPTH LAYER OF BROWN SHREDDED WOOD MULCH WITH A UNIFORM TREATMENT OF PRE-EMERGENT HERBICIDE (PREEN OR EQUAL) APPLIED PRIOR TO MULCHING.

ALL TREES SHALL HAVE A MULCH RING (MINIMUM 48" DIAMETER) OF 4" DEEP SHREDDED HARDWOOD MULCH WITH NONE IN DIRECT CONTACT WITH TREE TRUNK.

SPREAD GRANULAR PRE-EMERGENT HERBICIDE (PREEN OR EQUAL) PER MANUFACTURER'S RECOMMENDED RATES UNDER ALL MULCHED AREAS INCLUDING TREE MULCH RINGS.

IRRIGATION:

VERIFY EXISTING/PROPOSED IRRIGATION SYSTEM LAYOUT AND CONFIRM LIMITS OF IRRIGATION PRIOR TO SUPPLYING SHOP DRAWINGS.

UNLESS SPECIFICALLY NOTED OTHERWISE, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION LAYOUT PLAN AND SHOP DRAWING AS A PART OF THE SCOPE OF WORK WHEN BIDDING. THE IRRIGATION SHOP DRAWINGS SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDERING MATERIALS OR INSTALLATION.

THE LANDSCAPE CONTRACTOR SHALL INSURE THAT ALL SODDED/SEEDED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND ABUTTING BUILDING FOUNDATION.

TURF OR OTHER SEEDED AREAS SHALL BE ON DIFFERENT ZONES THAN PLANTING BEDS IN ORDER TO CONTROL WATER FLOW TO DIFFERING PLANT SPECIES.

IRRIGATION TRENCHES SHALL BE ADEQUATELY COMPACTED TO AVOID SETTLEMENT IN THE FUTURE.

THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH A WATERING/LAWN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIAL GROWTH REQUIREMENTS.

SEEDING AND SODDING:

SEED ALL AREAS DISTURBED DUE TO GRADING OTHER THAN THOSE AREAS NOTED TO RECEIVE SOD. SEED SHALL BE INSTALLED AND MULCHED PER MNDOT SPECS UNLESS OTHERWISE NOTED.

ALL SEEDED AREAS WITH SLOPES STEEPER THAN 4:1 SHALL HAVE STRAW MAT, OR OTHER SUITABLE EROSION CONTROL METHODS, IN PLACE IMMEDIATELY AFTER SEEDING.

WHERE SOD OR SEED ABUTS A PAVED SURFACE, FINISHED GRADE SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.

SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. SOD MUST BE STAKED WITH WOOD LATH OR METAL STAKES ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES.

CALENDAR OR CLIMATIC RESTRICTIONS:

THE PREFERRED SODDING WINDOW IS FROM AUGUST 15th - OCTOBER 15th. HOWEVER, SOD MAY BE INSTALLED AT ANY TIME PROVIDED ADEQUATE IRRIGATION COVERAGE IS AVAILABLE. IF NO IRRIGATION IS AVAILABLE, THE CONTRACTOR IS RESPONSIBLE FOR SUPPLEMENTAL WATERING AS NEEDED FOR SOD ESTABLISHMENT.

THE PREFERRED FALL SEEDING WINDOW, FOR SITES WITHOUT IRRIGATION, IS FROM AUGUST 15th - SEPTEMBER 15th.

DORMANT SEEDING MAY OCCUR AFTER SOIL TEMPERATURES ARE CONSISTENTLY BELOW 45 DEGREES AND SHOULD GENERALLY NOT OCCUR PRIOR TO NOVEMBER 1st.

LANDSCAPE PLANTING SHOULD GENERALLY OCCUR FROM MAY 1st - JUNE 15th OR FROM SEPTEMBER 1st - OCTOBER 15th. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED, BUT CAN OCCUR WITH PROPER CARE OF NURSERY STOCK ON SITE AND WITH AMPLE WATERING.

PLANTING SHALL NOT OCCUR IF TEMPERATURES ARE HIGHER THAN 85 F. DEGREES, OR IF WINDS EXCEED 15 MPH DURING PLANTING OPERATIONS.

PROTECT ALL EXISTING OAKS ON SITE SCHEDULED TO REMAIN. IF EXISTING OAKS ARE DAMAGED IN ANY MANNER, ABOVE OR BELOW GROUND IN THE ROOT SYSTEM, AN ASPHALTIC TREE PRUNING PAINT SHOULD BE APPLIED IMMEDIATELY AFTER WOUNDING. OAKS ARE NOT TO BE PRUNED, REMOVED OR TRANSPLANTED BETWEEN APRIL 15th AND JULY 1st.

OWNER ACCEPTANCE AND WARRANTY REQUIREMENTS

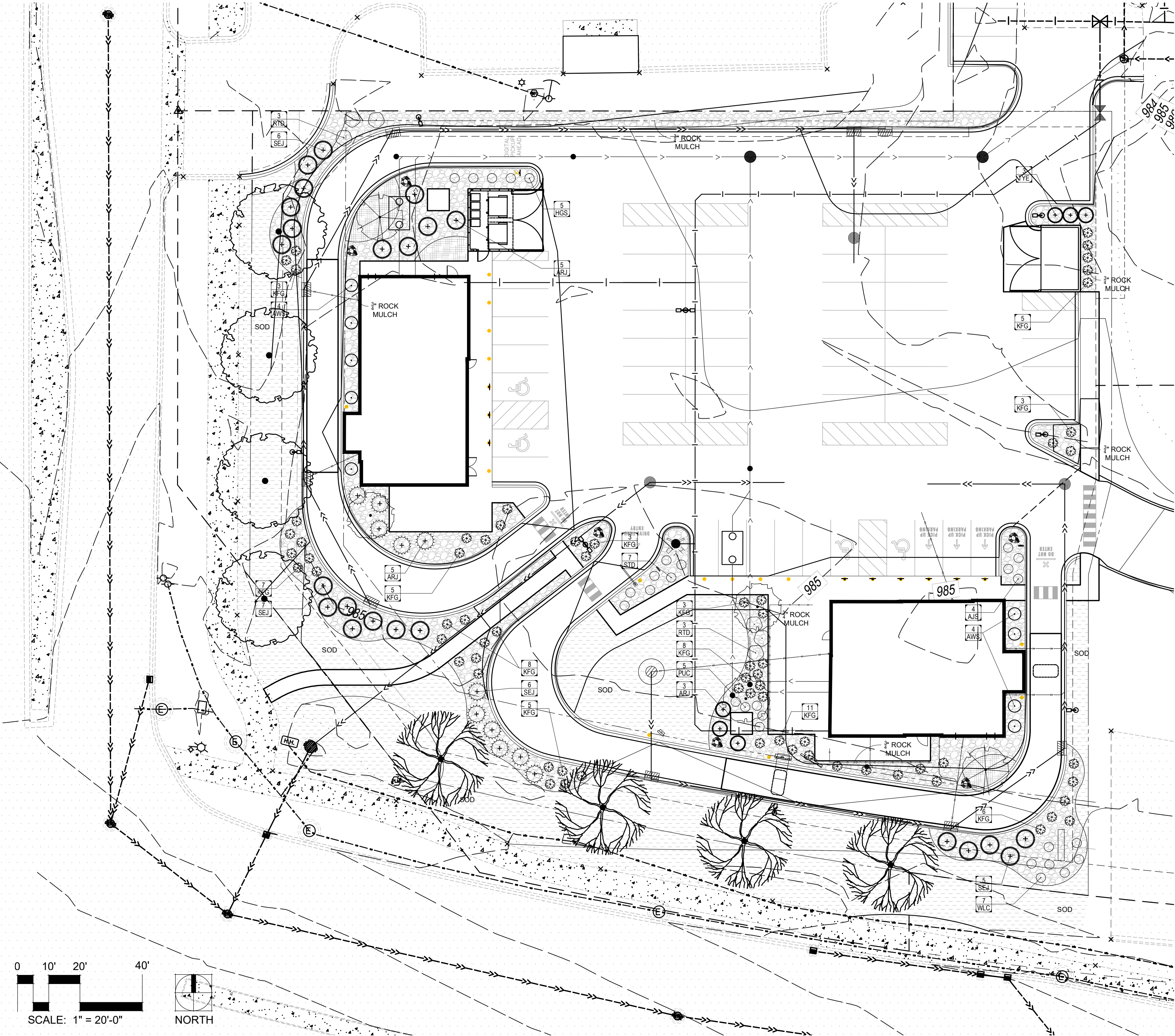
THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.

THE CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE/PEST CONTROL.

AT A MINIMUM, THE CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE. THE WARRANTY (INCLUDING AT LEAST ONE FULL GROWING SEASON) FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. PARTIAL ACCEPTANCE WILL NOT BE CONSIDERED.

REPRODUCIBLE AS-BUILT DRAWING(S) OF ALL LANDSCAPE INSTALLATION AND SITE IMPROVEMENTS UPON COMPLETION OF CONSTRUCTION INSTALLATION AND PRIOR TO PROJECT ACCEPTANCE.



SHRUB & PERENNIAL PLANTING PLAN:

SYM	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	CONT	COMMENTS
DECIDUOUS SHRUBS						
AWS	8	ANTHONY WATERER SPIREA	Spiraea x bumalda 'Anthony Waterer'	24" HGT	POT	4' O.C.
RTD	6	RED TWIGGED DOGWOOD	Cornus sericea 'Bailadeline'	24" HGT	POT	4' O.C.
CONIFEROUS SHRUBS						
ARJ	13	ARCADIA JUNIPER	Juniperus sabina 'Arcadia'	3 GAL	POT	5' O.C.
DFJ	24	SEA OF GOLD JUNIPER	Juniperus X pfitzeriana 'MonSan'	3 GAL	POT	5' O.C.
TYE	3	TAUNTON YEW	Taunton x media 'Taunton'	3 GAL	POT	5' O.C.
PERENNIALS AND GRASSES						
AJS	4	AUTUMN JOY SEDUM	Sedum x 'Autumn Joy'	1 GAL	POT	24" O.C.
HGS	5	HOSTA - GOLD STANDARD	Hosta x 'Gold Standard'	1 GAL	POT	24" O.C.
KFG	67	KARL FOERSTER GRASS	Calamagrostis x acutiflora 'Karl Foerster'	2 GAL	POT	24" O.C.
PUC	5	PURPLE CONEFLOWER	Echinacea purpurea	1 GAL	POT	24" O.C.
STD	7	STELLA d' ORO DAYLILY	Hemerocallis x 'Stella d' Oro'	1 GAL	POT	18" O.C.
WLC	7	WALKER'S LOW CATMINT	Nepeta faassennii 'Walker's Low'	1 GAL	POT	30" O.C.

PLANTING SCHEDULE (THIS PAGE ONLY):

GRAPHIC	MATERIAL	SPECIFICATION	NOTES
	ROCK MULCH	1.5" DIAMETER CRUSHED GRANITE ROCK MULCH OVER FILTER FABRIC	3" DEPTH
	GRANITE COBBLE	4-8" DIAMETER GRANITE COBBLE OVER FILTER FABRIC	6-8" DEPTH
	SOD	BLUEGRASS PEAT SOD ON AT LEAST 4" TOPSOIL	N/A

GROUNDCOVER SCHEDULE:



14165 James Road - Suite 200A
Rogers, MN 55374
Phone: 612-237-8355
www.insideoutsidearchitecture.com

Project Name:
HERITAGE COMMONS
RESTAURANTS

Lakeville, Minnesota
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I hereby certify that this plan was prepared by me or under my direct supervision and that I am Registered Landscape Architect under the laws of the State of Minnesota.

Name: Paul Kangas
Registration #: 26017

Signature: Paul Kangas

Project #:	25-001
Date:	CITY SUBMITTAL 01-24-2025
Revision:	CITY COMMENTS 04-15-2025
	CITY COMMENTS 05-28-2025
Drawn By:	PK
Checked By:	PK

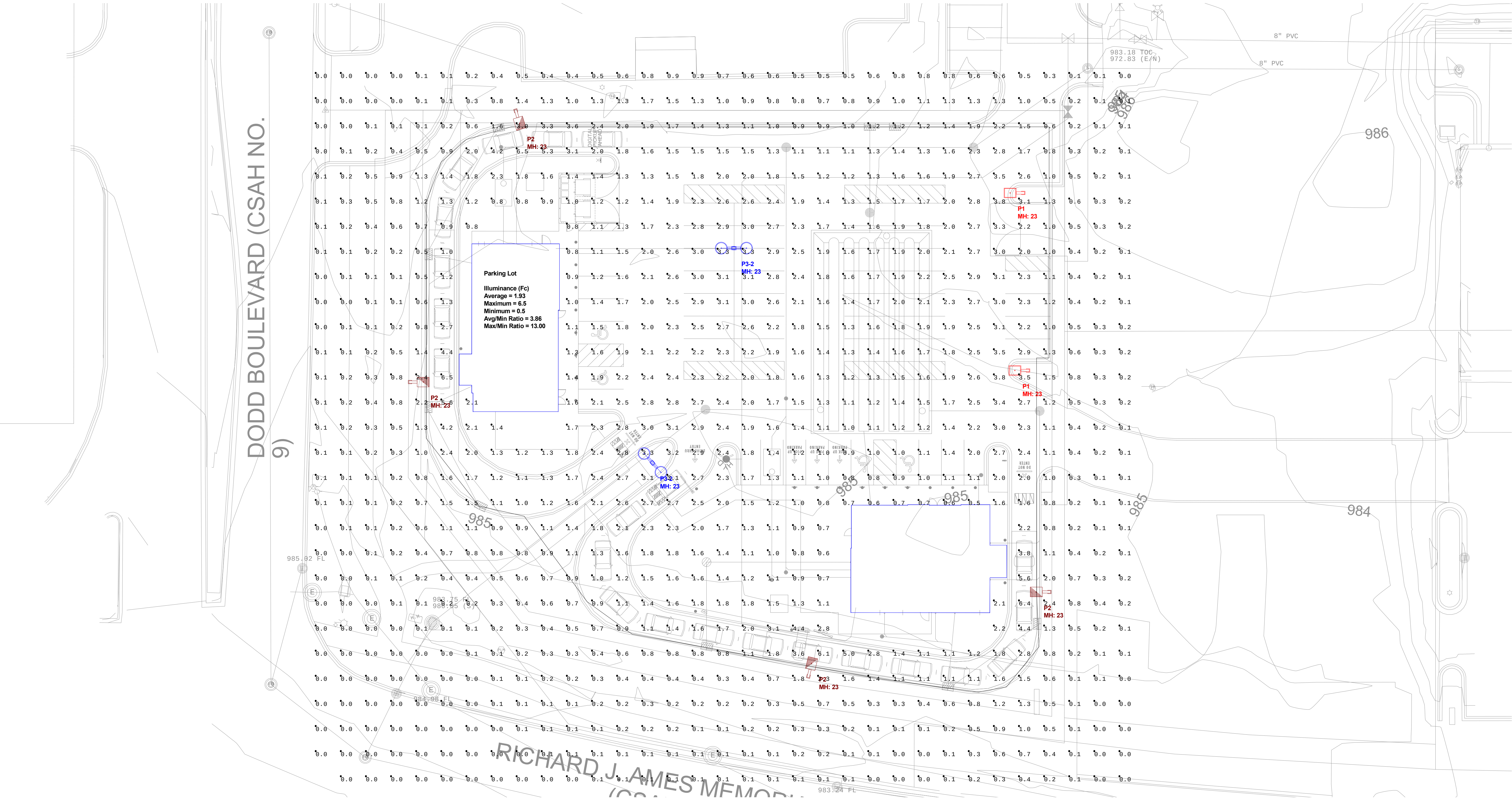
Sheet Title:
SHRUB & PERENNIAL
PLANTING PLAN

Sheet Number:

L1-2

Luminaire Schedule								
Symbol	Qty	Type	Mounting Height	Lum. Watts	Luminaire Lumens	LLF	Description	[MANUFAC]
	2	P1	23	104	12792	0.900	NV-1-T4-48L-7-50K-UNV 20FT POLE ON 3FT BASE	NLS Lighting LLC
	4	P2	23	71	9159	0.900	NV-1-T2-32L-7-50K-UNV 20FT POLE ON 3FT BASE	NLS Lighting LLC
	2	P3-2	23	104	14872	0.900	NV-1-T5W-48L-7-50K7 20FT POLE ON 3FT BASE	NLS LIGHTING

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Overall Site	Fc	1.02	6.5	0.0	N.A.	N.A.
Parking Lot	Fc	1.93	6.5	0.5	3.86	13.00



Fixture nomenclature to be finalized by engineer and/or architect.
This drawings is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

EXHIBIT H

CHIPOTLE HERITAGE COMMONS

Designed By: K. Tomczak
Checked By: Rob Chase
Date: 1/28/2025

Scale: 1" = 20'



EXTERIOR MATERIAL TOTALS			
BLOCK	340 SF	8%	
BRICK	1439 SF	35%	
STOREFRONT	788 SF	19%	
EIFS	1431 SF	34%	
BRAKE METAL	127 SF	3%	
HM DOOR	27 SF	1%	
TOTAL	4,152 SF	100%	

BLOCK	71 SF	5%
BRICK	212 SF	16%
STOREFRONT	369 SF	29%
EIFS	586 SF	45%
BRAKE METAL	62 SF	5%
TOTAL	1,300 SF	100%

EXAMPLE FINISHES:



BLOCK	158 SF	12%
BRICK	764 SF	58%
STOREFRONT	110 SF	9%
EIFS	270 SF	20%
BRAKE METAL	12 SF	1%
TOTAL	1,314 SF	100%

EXT. ELEV GENERAL NOTES

A. METAL CANOPY IS AVAILABLE FROM AMERICAN PRODUCTS, INC. (API), PHONE: (813)-925-0144, E-MAIL: BIDS@AMERICANPROD.COM

KEYNOTE LEGEND

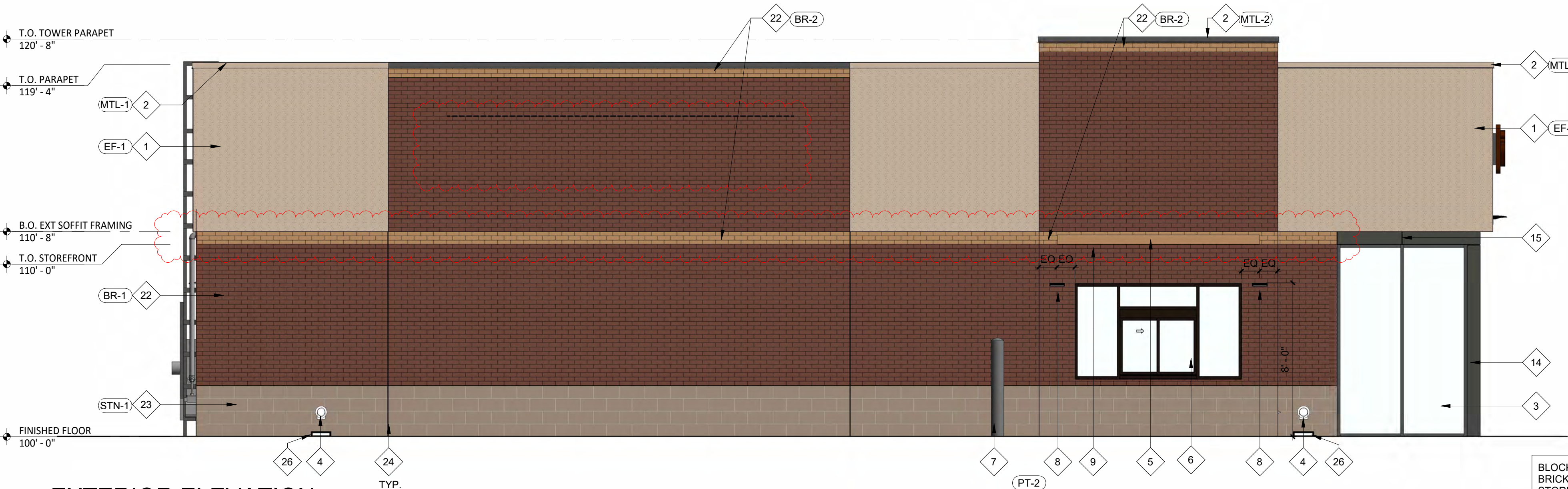
- EIFS - REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- PREFINISHED METAL COPING.
- THERMALLY BROKEN ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLAZING - CAULK AROUND ENTIRE PERIMETER OF OPENINGS.
- STAINLESS STEEL COW TOUNGE OVERFLOW ROOF DRAIN DISCHARGE.
- PREFINISHED METAL CANOPY W/ INTEGRAL LIGHTING.
- PREFINISHED DARK BRONZE ALUMINUM PASS-THRU WINDOW WITH INTEGRATED INTERIOR AIR CURTAIN, TRANSOM AND SIDELITES - CAULK AROUND ENTIRE PERIMETER OF OPENING.
- 8" CONCRETE SAFETY BOLLARD.
- WALL PACK LIGHT (X6).
- LED CHANNEL LIGHT (X9) - LENGTH TO MATCH CANOPY
- EXTERIOR EMERGENCY LIGHT (E2).
- EIFS JOINT ALIGNED WITH BUILDING ELEMENTS AS SHOWN - REFER TO MANUFACTURER'S RECOMMENDATION FOR SPACING REQUIREMENTS.
- DASHED LINE INDICATES EXTENTS OF BLOCKING TO BE PROVIDED BY GENERAL CONTRACTOR - PROVIDE ELECTRICAL ACCESS AS REQUIRED - COORDINATE ADDITIONAL REQUIREMENTS WITH TENANT SIGNAGE VENDOR. FINAL SIGNAGE TO BE DETERMINED BY SIGNAGE VENDOR UNDER A SEPERATE PERMIT.
- FROST PROOF WALL HYDRANT.
- PREFINISHED BRAKE METAL - MATCH STOREFRONT FINISH.
- BRAKE METAL SEAM LOCATION, MAINTAIN ALIGNMENT WITH ADJACENT FINISHES.
- INSULATED HOLLOW METAL DOOR AND FRAME - CAULK AROUND ENTIRE PERIMETER OF OPENING.
- ELECTRICAL METER.
- ELECTRICAL FUSED DISCONNECT SWITCH.
- EXTERIOR ROOF LADDER WITH LOCKING GATE.
- GAS METER
- DOOR BELL - MOUNT BETWEEN 36" AND 48" ABOVE GRADE.
- FACE BRICK VENEER - RUNNING BOND - REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- STONE VENEER - RUNNING BOND - REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- MASONRY CONTROL JOINTS ALIGNED WITH BUILDING ELEMENTS AS SHOWN - REFER TO MANUFACTURER'S RECOMMENDATIONS FOR SPACING REQUIREMENTS
- 6" HIGH VINYL BUILDING ADDRESS NUMBERS - COORDINATE REQUIREMENTS WITH AUTHORITIES HAVING JURISDICTION.
- CONCRETE SPLASH BLOCK.

EXTERIOR FINISH SCHEDULE

FINISH	MATERIAL	COLOR	REMARKS
BR-1	FACEBRICK - ELDORADO STONE	HARTFORD TUNDRABRICK	
BR-2	FACEBRICK - ELDORADO STONE	RIVERBED TUNDRABRICK	
STN-1	STONE VENEER - ARRISCRAFT	DRIFTWOOD RENAISSANCE	SANDBLASTED FINISH
EF-1	EIFS	MATCH PT-1	
MTL-1	PREFINISHED METAL COPING	MATCH PT-1	
MTL-2	PREFINISHED METAL COPING	MATCH PT-2	
PT-1	PAINT	SW 9087 SMOKEY BEIGE	
PT-2	PAINT	PPG #1001-6 "KNIGHT'S ARMOR"	FLAT FINISH

2 EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"



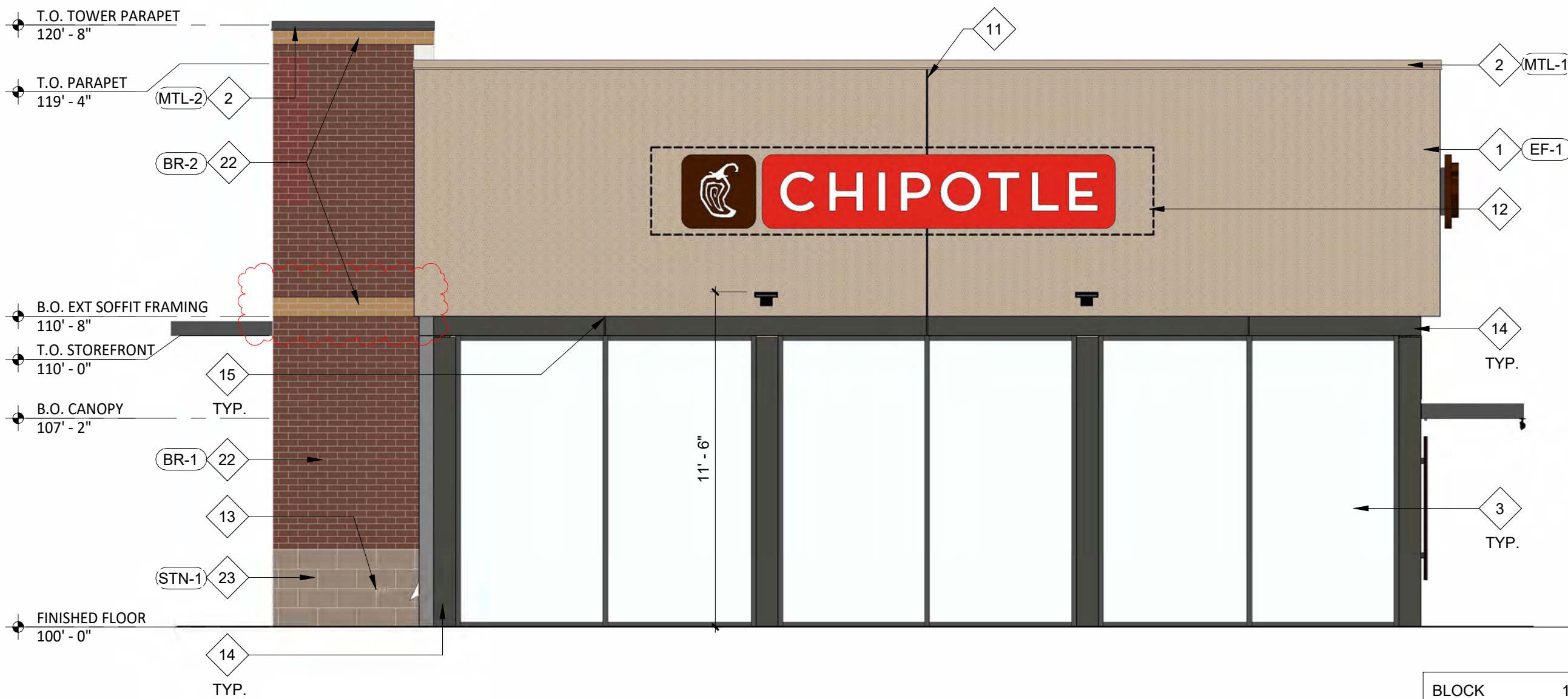
EXAMPLE FINISHES:



BLOCK	158 SF	12%
BRICK	764 SF	58%
STOREFRONT	110 SF	9%
EIFS	270 SF	20%
BRAKE METAL	12 SF	1%
TOTAL	1,314 SF	100%

3 EXTERIOR ELEVATION

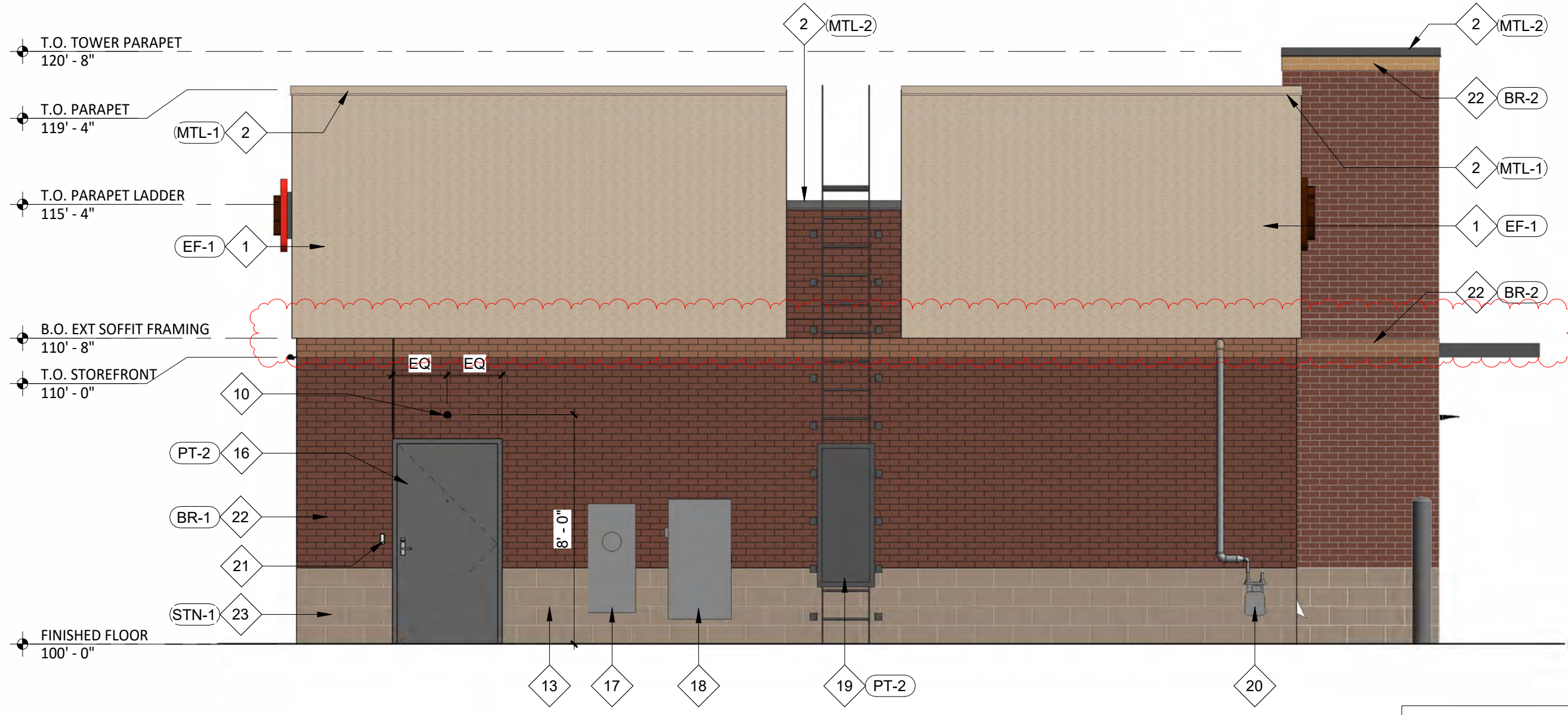
SCALE: 1/4" = 1'-0"



BLOCK	15 SF	2%
BRICK	93 SF	12%
STOREFRONT	309 SF	40%
EIFS	305 SF	39%
BRAKE METAL	53 SF	7%
TOTAL	775 SF	100%

4 EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"



BLOCK	96 SF	13%
BRICK	370 SF	49%
EIFS	270 SF	34%
HM DOOR	27 SF	4%
TOTAL	763 SF	100%

EXHIBIT I

CONSULTANT



CLIENT

PAUL TUCCI
2C DEVELOPMENT
11985 TECHNOLOGY DRIVE
SUITE 110
EDEN PRAIRIE, MN 55344

PROJECT INFORMATION

LAKEVILLE HERITAGE
COMMONS SHELL

DODD BLVD & HERITAGE DRIVE
LAKEVILLE, MN 55044

SEAL

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am duly Licensed Architect under the laws of the State of Minnesota.

Matthew M. Wilkus, LICENSE # 54678

DATE April 28, 2025

PROJECT NO. 2025-0010
DRAWN BY SAS, BLH
CHECKED BY BMT

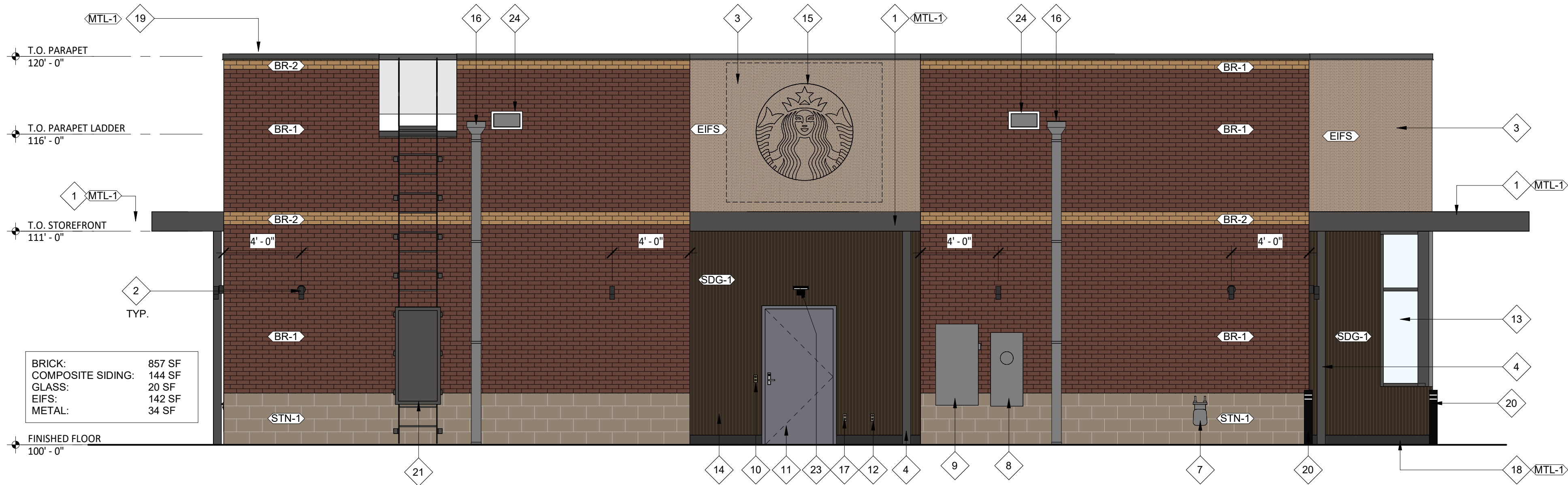
ISSUE DATE
PERMIT SET 02/28-2025

REVISION DATE
1 PLANNING COMMENTS 04-28-2025

TITLE: EXTERIOR ELEVATIONS
SHEET NUMBER: A-700



1 WEST EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



3 NORTH EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



4 SOUTH EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

MATERIAL QUANTITIES		
MATERIAL	AREA	%
BRICK/CMU:	2093 SF	50%
GLASS:	604 SF	15%
EIFS:	814 SF	19%
COMPOSITE SIDING:	406 SF	10%
METAL:	269 SF	6%
TOTAL:	4,184 SF	

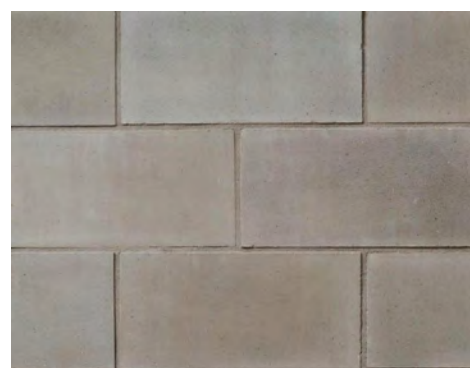
EXAMPLE FINISHES:



BR-2



BR-1



STN-1

EXTERIOR FINISH SCHEDULE				
TAG	MANUF.	COLOR	REMARKS	S/B I/B
BR-1	ELDORADO STONE	HARTFORD TUNDRA BRICK	RUNNING BOND MORTAR TBD	GC GC
BR-2	ELDORADO STONE	RIVERBED TUNDRA BRICK	RUNNING BOND MORTAR TBD	GC GC
EIFS	DRYVIT	SW 9087 SMOKEY BEIGE	RAKED FINISH	GC GC
MTL-1	PAC CLAD OR EQ	MT0028 FLAT BLACK	PRE-FINISHED	GC GC
SDG-1	NEW TECH	BRAZILIAN IPE	BELGIAN BOARD	GC GC
STN-1	ARRISCRAFT	DRIFTWOOD RENAISSANCE	SANDBLAST FINISH RUNNING BOND MORTAR TBD	GC GC

KEYNOTE LEGEND	
1	PREFINISHED METAL CANOPY
2	WALL SCONE
3	DRYVIT EIFS SYSTEM, RAKED FINISH
4	CANOPY DOWNSPOUTS CONNECT TO UNDERGROUND STORM DRAIN
5	EIFS JOINT - REFER TO MANUFACTURER'S RECOMMENDATION FOR SPACING REQUIREMENTS
6	VINYL ADDRESS DECALS - COORDINATE REQUIREMENTS WITH AUTHORITIES HAVING JURISDICTION
7	GAS METER
8	ELECTRICAL METER
9	ELECTRICAL FUSED DISCONNECT SWITCH
10	DOOR BELL REFER TO DOOR HARDWARE
11	INSULATED HOLLOW METAL SERVICE DOOR AND FRAME, PAINT TO MATCH ADJACENT FINISH
12	LOCKABLE FROST FREE HOSE BIBB
13	THERMALLY BROKEN PREFINISHED ALUMINUM STOREFRONT SYSTEM, COLOR: DARK BRONZE ANODIZED
14	BELGIAN BOARD COMPOSITE SIDING - ALUMINUM TRIM POWDER COATED TO MATCH CLADDING
15	BLOCKING FOR FUTURE TENANT SIGNAGE, COORDINATE ALL FINAL LOCATIONS WITH TENANT SIGNAGE VENDOR SHOP DRAWINGS. GC TO PROVIDE J-BOX W/ PULL STRING FOR FUTURE BUILDING SIGNAGE. GC TO PROVIDE SIGNAGE DISCONNECT ON INSIDE FACE OF WALL
16	PRIMARY ROOF SCUPPER, COLLECTOR BOX AND DOWNSPOUT - CONNECT TO UNDERGROUND STORM DRAIN TYP., COLOR TO MATCH ADJACENT FINISH
17	GFCI OUTLET - SEE ELECTRICAL FOR FURTHER INFORMATION
18	PREFINISHED BRAKE METAL
19	PREFINISHED METAL COPING
20	BOLLARD - COLOR TO MATCH RAL#7021 MATTE BLACK
21	EXTERIOR ROOF LADDER WITH LOCKING GATE PAINTED TO MATCH ADJACENT FINISH
22	READY ACCESS 275 1/4" TEMPERED PICK-UP WINDOW WITH AIR CURTAIN, COLOR: DARK BRONZE ANODIZED. WINDOW SHELVE. ALL DRIVE-THRU WINDOW EQUIPMENT (WINDOW, AIR CURTAIN, AND SHELVE) ARE TO BE READY ACCESS MODELS
23	EXTERIOR EMERGENCY LIGHT
24	OVERFLOW SCUPPER SET 2" ABOVE LEVEL OF MAIN SCUPPER - COLOR TO MATCH ADJACENT FINISH

CONSULTANT



CLIENT

2C DEVELOPMENT
PAUL TUCCI
11985 TECHNOLOGY DRIVE
SUITE #110
EDEN PRAIRIE, MN 55344

PROJECT INFORMATION

LAKEVILLE STARBUCKS
SHELL BUILDING
DODD BLVD & HERITAGE DRIVE
LAKEVILLE, MN 55044

SEAL

NOT FOR
CONSTRUCTION

PROJECT NO. 2023-0205
DRAWN BY BMT
CHECKED BY

ISSUE DATE
6-PACK 1/28/2025
6-PACK REVISED 05/23/2025

REVISION DATE

TITLE:
EXTERIOR
ELEVATIONS

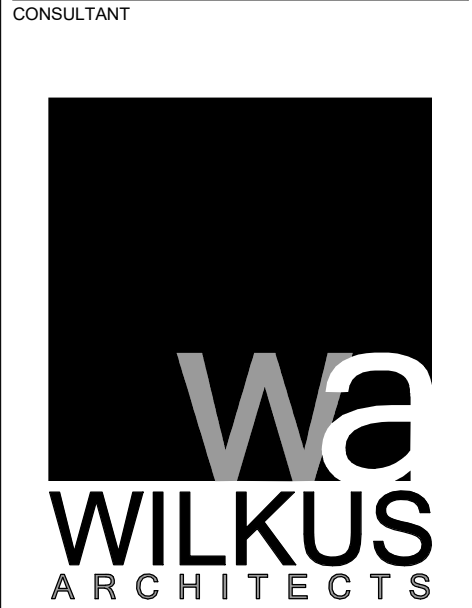
SHEET NUMBER:
A-700



1 PERSPECTIVE FROM SOUTHEAST
SCALE:



2 PERSPECTIVE FROM NORTHWEST
SCALE:



2C DEVELOPMENT
PAUL TUCCI
11985 TECHNOLOGY DRIVE
SUITE #110
EDEN PRAIRIE, MN 55344

LAKEVILLE STARBUCKS
SHELL BUILDING
DODD BLVD & HERITAGE DRIVE
LAKEVILLE, MN 55044

NOT FOR
CONSTRUCTION

PROJECT NO. 2023-0205
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CHECKED BY

ISSUE	DATE
6-PACK	1/28/2025
6-PACK REVISED	05/23/2025

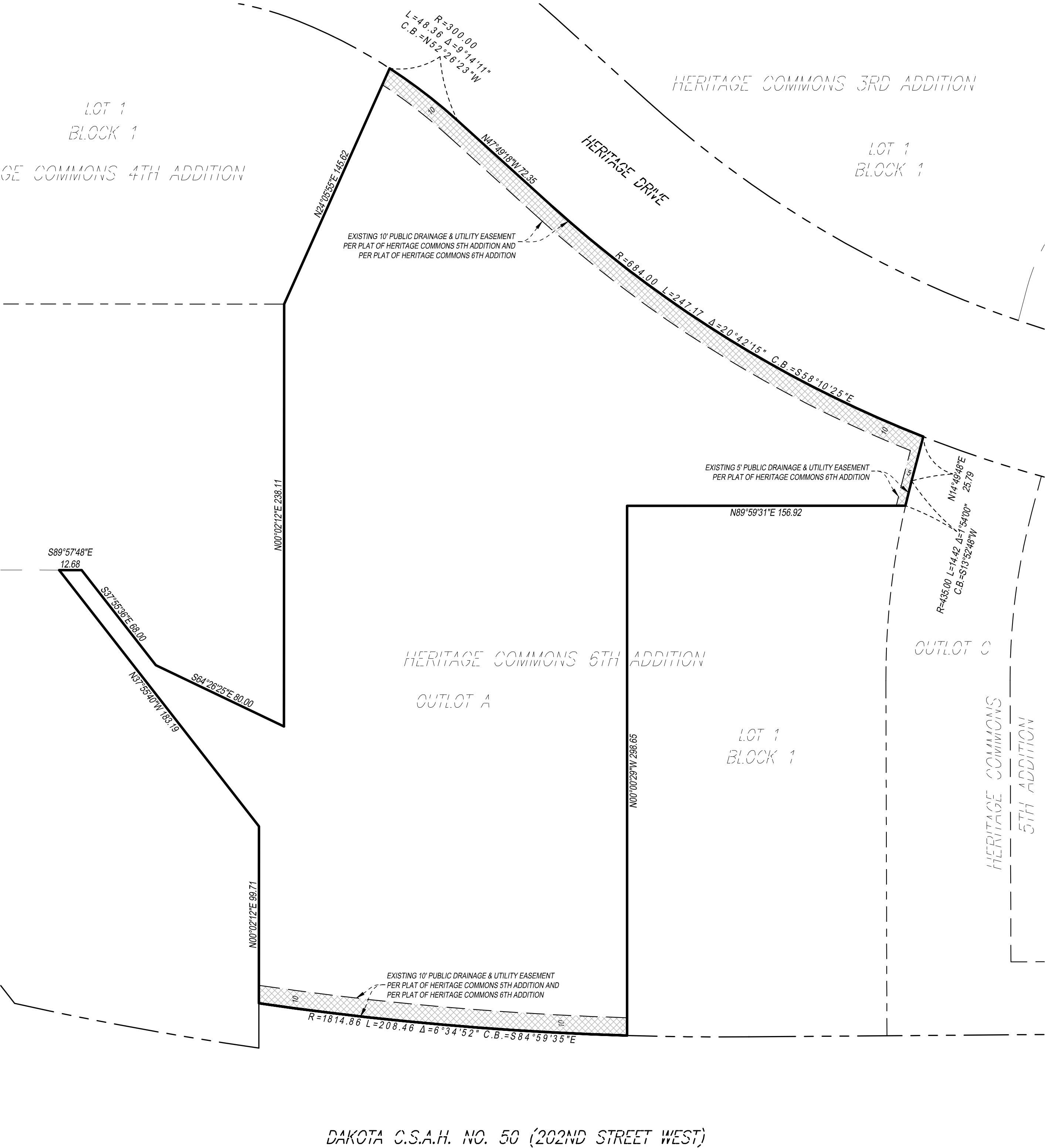
REVISION	DATE
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TITLE:
EXTERIOR
PERSPECTIVES

SHEET NUMBER:
A-701

Easement Vacation Exhibit

for: HVP V EPIC Heritage, LLC



SUBJECT PROPERTY DESCRIPTION
Outlot A, HERITAGE COMMONS 6TH ADDITION, Dakota County, Minnesota.

EASEMENT AREA TO BE VACATED
All drainage and utility easements lying within Outlot A, HERITAGE COMMONS 6TH ADDITION, that were dedicated to the public on the plats of HERITAGE COMMONS 5TH ADDITION and HERITAGE COMMONS 6TH ADDITION, Dakota County, Minnesota.

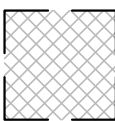
 DENOTES EASEMENT AREA TO BE VACATED

EXHIBIT J

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 Land Surveyor under the laws of the State of Minnesota.

Kyle J. Roddy, MN PLS 42627

Signature: 

Date: 05/14/2025


324 Garfield St. South | Cambridge, MN 55008
763.219.1235 | LHBcorp.com



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: **HERITAGE COMMONS 10TH ADDITION**

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 9 (Dodd Blvd.) and CSAH 50 (Kenwood Tr.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The development is located in the northeast quadrant of the CSAH 9 (Dodd Blvd) and CSAH 50 intersection. The site includes two commercial buildings with drive-thrus. Access to the site will be from internal roadways with no direct access to CSAH 9 or CSAH 50. Restricted access should be shown along all of CSAH 9 and CSAH 50. A quit claim deed to Dakota County for restricted access along CSAH 9 and CSAH 50 is required to accompany the recording of the plat.

The future right-of-way needs for a 4-lane divided roadway for CSAH 9 and CSAH 50 are 75 feet of half right of way. CSAH 9 includes 50 feet of existing right of way and requires dedication of an additional 25 feet to meet the 75-foot needs. CSAH 50 appears to show the 75 feet of half right of way.

As noted, the Plat Commission recommended screening/buffering along the road right of way to minimize or prevent drive-thru traffic headlights onto the County Road System. Also, recommended an internal driveway connection for Lake Marian Collision that would provide alternate internal access versus only one access to the County Road System.

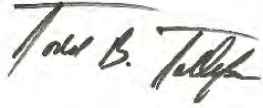
The Plat Commission has approved the preliminary and final plat, provided that the described conditions are met, and will recommend approval to the County Board of Commissioners on May 20, 2025.

Traffic volumes on CSAH 9 and CSAH 50 are 15,938 and 16,048 ADT, respectively, and are anticipated to be 16,000 and 14,900 ADT by the year 2040.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc.

Please contact TJ Bentley regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

A handwritten signature in black ink, reading "Todd B. Tollefson". The signature is written in a cursive, flowing style with a horizontal line above the first name.

Todd B. Tollefson
Secretary, Plat Commission

c: John Batsell, Developer



Date: 7/7/2025

Crossroads East Third Addition Preliminary and Final Plat and CUP

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the Crossroads East Third Addition preliminary and final plat, and 2) a conditional use permit for Lakeville Family Pet Clinic and adopt the findings of fact.

Overview

LFPC Properties LLC (Lakeville Family Pet Clinic) representatives are requesting approval of the Crossroads East Third Addition preliminary and final plat, which consists of one commercial lot and one outlot on 2.19 acres located north of 175th Street and west of Glacier Way. A conditional use permit is also required for the proposed veterinary clinic use. Lakeville Family Pet Clinic was granted a CUP in 2016 for their current location, one block west of this proposed site in a multi-tenant building within the Crossroads development. A 9,000 square foot veterinary clinic is proposed to be constructed at the corner of 175th Street and Glacier Way. There will be one undeveloped lot remaining in the Crossroads East development after this project.

The Planning Commission held a public hearing on the preliminary plat and conditional use permit applications at their June 26, 2025 meeting. There was no public comment. The Planning Commission unanimously recommended approval of the project. Engineering and Parks and Recreation staff have reviewed the plans.

Final plat approval is subject to the execution of the Stormwater Maintenance Agreement (SMA) for the parcel. The Developer and property owner are working with City staff on the details of the agreement. Once finalized, it will be brought forward to City Council for approval.

Supporting Information

1. Preliminary and Final Plat Resolution
2. Conditional Use Permit and Findings of Fact
3. Signed Development Contract
4. June 26, 2025 draft Planning Commission meeting minutes
5. June 11, 2025 Planning & Engineering Memos
6. Exhibits A-H
7. Exhibits I-L

Financial Impact: \$0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Diversified Economic Development
Report Completed by: Kris Jensen, Planning Manager

(Reserved for Dakota County Recording Information)

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT OF
CROSSROADS EAST THIRD ADDITION**

WHEREAS, the owner of the plat described as Crossroads East Third Addition has requested preliminary and final plat approval; and

WHEREAS, the preliminary plat was reviewed by the Planning Commission and recommended for approval; and

WHEREAS, the preliminary and final plat meets Subdivision Ordinance requirements;

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

1. The **Crossroads East Third Addition** preliminary and final plats are hereby approved subject to City Council approval of the Stormwater Maintenance agreement.
2. The Mayor and City Clerk are hereby authorized to the final plat mylars and 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 7th day of July 2025.

CITY OF LAKEVILLE

BY: _____
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 7th day of July 2025 as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(SEAL)

CITY OF LAKEVILLE

DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 25-_____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville approves a Conditional Use Permit to Lakeville Family Pet Clinic to allow a veterinary clinic use in the Crossroads Planned Unit Development.
2. Property. The permit is for the following described property located in the City of Lakeville, Dakota County, Minnesota and legally described as follows:

Lot 1, Block 1, Crossroads East Third Addition

3. Conditions. The permit is issued subject to the following conditions:
 - a) Implementation of the recommendations listed in the June 11, 2015 engineering report.
 - b) The site shall be developed according to the preliminary and final plat and site plans approved by the City Council.
 - c) An agreement for shared driveway access and parking shall remain in full force and effect at all times between the lots in Crossroads East Commercial development.
 - d) The fencing for the relief yard must be an opaque design and maintenance free material.
 - e) A sign permit is required prior to the installation of any signage.
 - f) Exterior lighting shall be downcast only and shall not glare onto road right-of-way.
 - g) Snow storage shall not occur within required parking spaces.

h) The landscaping shall be installed in accordance with the approved landscape plan, dated June 30, 2025. A \$63,320 security shall be submitted to guarantee installation of the approved landscaping. Prior to a landscape inspection, an as-built landscape plan must be submitted to the City.

4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or applicable regulations.

5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless and extension is approved by the Zoning Administrator.

Dated: July 7, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

The following instrument was acknowledged before me this 7th day of **July, 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

LAKEVILLE FAMILY PET CLINIC CONDITIONAL USE PERMIT
FINDINGS OF FACT AND DECISION

On June 26, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Lakeville Family Pet Clinic (LFPC Properties LLC) for a conditional use permit to allow a veterinary clinic use in the PUD District. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is zoned PUD District and underlying C-3, General Commercial District.
2. The property is located in Planning District 5, Cedar Corridor, and is designated as Commercial on the Comprehensive Land Use Plan.
3. The legal description of the property is:

Lot 1, Block 1, Crossroads East Third Addition

4. Section 11-4-3E of the City of Lakeville Zoning Ordinance provides that a conditional use permit may not be issued unless certain criteria are satisfied. The criteria and our findings regarding them are:

- a) **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Official City Comprehensive Plan.**

Finding: The proposed veterinary clinic use is consistent with the commercial designation of Planning District 5 of the Comprehensive Land Use Plan.

- b) **The proposed use is or will be compatible with future land uses of the area.**

Finding: The proposed veterinary clinic use is compatible with existing and future land uses in the area.

- c) **The proposed use conforms with all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed veterinary clinic use will conform to all performance standards set forth in the Zoning Ordinance given compliance with the approved conditional use permit.

- d) **The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.**

*Finding: The proposed **veterinary clinic** use is located within the current MUSA and can be adequately served with existing public services.*

- e) **Traffic generation by the proposed use is within capabilities of streets serving the property.**

Finding: The existing streets that serve the property - Glacier Way and 175th Street - can accommodate traffic generated by the proposed project.

5. The planning report dated June 11, 2025 and prepared by Kris Jenson, Planning Manager is incorporated herein.

DECISION

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

DATED: July 7, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

(reserved for recording information)

DEVELOPMENT CONTRACT
(Developer Installed Improvements)

CROSSROADS EAST THIRD ADDITION

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

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

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

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

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

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

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

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

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

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

Plan A - Plat

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

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

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

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Streets

E. Concrete Curb and Gutter

F. Street Lights

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

H. Underground Utilities

I. Setting of Iron Monuments

J. Surveying and Staking

K. Sidewalks and Trails

L. Retaining Walls

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

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

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

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

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

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

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

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

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

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

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

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

The 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. Changes made throughout construction must be documented in the SWPPP. An on-site preconstruction meeting shall be held with the City prior to work commencing on the site.

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:

\$85,481	x 2%	= \$1,709.62
Grading Cost	2025 Rate	MS4 Administration Fee
Crossroads East Third Addition		Crossroads East Third Addition

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

15. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan “B”. The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and final establishment of the ground cover or temporary

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

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

The final grading plan must indicate any proposed borrow areas in which the building footings will be placed on fill material. The grading specifications must indicate that all embankments meet FHA/HUD 79G specifications. A final certificate of occupancy shall not be issued until an as-built certified grading plan has been submitted and approved by the City Engineer.

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

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

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

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

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

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

as-built record drawings. Updating the City’s GIS database will be billed on hourly rates estimated to be one half of a percent (0.5%) of the estimated construction cost.

19. STORM SEWER. The Developer shall construct a privately owned and maintained underground stormwater detention system located within Lot 1, Block 1, Crossroads East Third Addition.

The Developer shall enter into a stormwater maintenance agreement with the City for the underground stormwater system in a recordable form approved by the City and dedicate a drainage and utility easement over the stormwater management area prior to the recording of the final plat. The underground stormwater system will provide rate control of the stormwater runoff generated from the proposed site improvements before it can enter the existing public stormwater basin located north of the intersection of Glacier Way and 175th Street.

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

Storm Sewer Charge Summary		
Gross Area of Crossroads East Third Addition		95,488 s.f.
Less Area of Outlot A (Future Development)		(-) 44,453 s.f.
Total Storm Sewer Charge Area		51,035 s.f.
51,035 s.f. Net Area Crossroads East Third Addition	x \$0.250/s.f. 2025 Unit Rate	= \$12,758.75 Storm Sewer Charge Crossroads East Third Addition

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

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

20. SANITARY SEWER. Crossroads East Third Addition is located within subdistrict NC-20340 of the North Creek sanitary sewer district as identified in the City’s Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES to the Farmington Interceptor and then to the Empire Wastewater Treatment Plant for treatment.

The Developer shall extend 6-inch sanitary sewer service from an existing sanitary sewer stub extending from 175th Street to the southeast portion of the parcel to provide sanitary sewer service to Lot 1, Block 1.

The Developer must pay the Sanitary Sewer Availability Charge with the building permit application.

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

Final sewer service connection locations and sizes will be reviewed by City staff with the final construction plans.

21. WATERMAIN. The Developer shall extend 4-inch watermain from an existing 6-inch watermain stub extending into the parcel from 175th Street on the northeast portion of the parcel to provide water service to the development.

Final water service connection locations and sizes will be reviewed by City staff with the final construction plans.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and parking lot construction is restricted to the easterly drive entrance from 175th Street.

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

1.17 acres	x \$9,477.00	= \$11,088.09
Acres Lot 1, Block 1 Crossroads East Third Addition	2025 Acreage Rate	Park Dedication Fee Crossroads East Third Addition

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

24. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee for one-year of streetlight operating expenses with the final plat, calculated as follows:

686.6 feet	x \$0.2832	= \$194.45
Total Front Feet Crossroads East Third Addition	2025 Front Footage Rate	Streetlight Operating Fee Crossroads East Third Addition

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:

2.19 acres	x \$15.38/unit	x 4.2	= \$141.47
Total Acres Crossroads East Third Addition	2025 Rate	Utility Factor	Environmental Resources Fee Crossroads East Third Addition

26. LANDSCAPING. Landscaping shall be installed in accordance with the approved

landscape plan, dated June XX, 2025. The Developer shall post a \$63,320.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.

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

- A. Implementation of the recommendations listed in the June 11, 2025, Planning Report, and June 11, 2025, Engineering Report.
- B. An agreement for shared driveway access and parking shall remain in full force and effect at all times between the lots in the Crossroads East commercial development.
- C. The Developer shall install maintenance free fencing with an opaque design enclosing the relief yard with in the site.
- D. A sign permit is required prior to the installation of any signage.
- E. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
- F. Snow storage shall not occur within required parking spaces.
- G. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$200.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 2 lots/outlots at \$100.00 per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In

addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

- H. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$180.00.
- I. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

28. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for \$80,245.00. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$5,000.00
B. Watermain	5,000.00
C. Storm Sewer	<u>5,000.00</u>
CONSTRUCTION SUB-TOTAL	\$15,000.00

OTHER COSTS:

A. Developer's Design (3.0%)	\$450.00
B. Developer's Construction Survey (2.5%)	375.00
C. City Legal Expenses (Est. 0.5%)	75.00
D. City Construction Observation (Est. 5.0%)	750.00
E. Developer	
F. Developer's Record Drawings (0.5%)	75.00
G. Landscaping	63,320.00
H. Lot Corners/Iron Monuments	<u>200.00</u>
OTHER COSTS SUB-TOTAL	<u>\$65,245.00</u>
TOTAL SECURITIES:	\$80,245.00

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

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

A. Park Dedication	11,088.09
B. Storm Sewer Charge	12,758.75
C. MS4 Administration Fee	1,709.62
D. Street Light Operating Fee	194.45
E. Environmental Resources Expenses	141.47
F. Property Data and Asset/Infrastructure Management Fee	180.00
G. City Engineering Administration (3% for letters of credit)	<u>450.00</u>
TOTAL CASH REQUIREMENTS	\$26,522.38

30. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years and shall commence following

completion and acceptance by 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.

31. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.
- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to City or MCES sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

32. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City 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.

33. MISCELLANEOUS.

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

- D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- E. Grading, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of a permanent or temporary certificate of occupancy.
- F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of the Contract. A release of this Contract 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.

34. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 17510 Dodd Blvd, Lakeville, Minnesota 55044. 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.

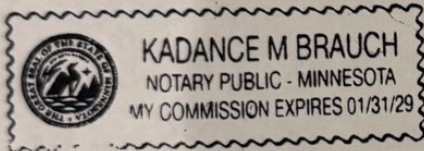
NOTARY PUBLIC

DEVELOPER:
LFPC PROPERTIES LLC

BY: Shannon F. Kennelly
Its

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 3 day of July,
2025, by Shannon Kennelly the president of
LFPC PROPERTIES LLC, a Minnesota limited liability company, on behalf of said entity.



Kadance M. Brauch
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
CROSSROADS EAST THIRD ADDITION

Outlot A, Crossroads East Second Addition, Dakota County, Minnesota.
Part of which is Registered Property described as:

That part of Outlot A, Crossroads East Second Addition, according to the recorded plat thereof, which lies north of the north line of the SW 1/4 of Section 10, T. 114N, R. 20W., Dakota County, Minnesota as depicted on said plat of Crossroads East Second Addition.

(Abstract and Torrens Property)

(Platted as Crossroads East Third Addition, Dakota County, Minnesota.)

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

Nays: 0

8. Crossroads East Third Addition

Chair Zimmer opened the public hearing to consider the applications of LFPC Properties LLC (Lakeville Family Pet Clinic) for a preliminary and final plat of one lot and one outlet to be known as Crossroads East Third Addition as well as a conditional use permit to allow a veterinary clinic. The property is located at the southwest corner of Glacier Way and 175th Street.

Brady Hickcox, architect with Terwisscha Construction and representing LFPC Properties LLC, introduced the project. Mr. Hickcox stated the new project is a new building with approximately 9,000 square feet of general practice veterinary care.

Ms. Jensen presented the staff report. The proposed development is for a 9,000 square foot veterinary clinic and 48 parking spaces. The building includes a fenced relief area for animals being treated at the clinic and will not providing boarding for animals, other than for those receiving medical care.

The Lakeville Family Pet Clinic is currently located just west of the proposed site in a multi-tenant and was granted a CUP in 2016. Because the CUP is tied to the property, a CUP must be granted for the new location.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Swenson to close the public hearing at 6:24 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Chair Zimmer asked about the relief area. Mr. Hickcox stated there is a relief area in the front as well as a relief area in the back that will be surrounded by eight-foot-high opaque fences.
- Commissioner Swenson stated that he's happy to see the business expanding and thriving in Lakeville.

Motion was made by Einck, seconded by Tinsley to recommend to City Council approval of the Crossroads East Third Addition preliminary and final plat and conditional use permit, subject to the following stipulations and approval of the Findings of Fact dated June 26, 2025:

1. Implementation of the recommendations listed in the June 11, 2025 engineering report.
2. The site shall be developed according to the site development plans approved by the City Council.

3. An agreement for shared driveway access and parking shall remain in full force and effect at all times between the lots in Crossroads East commercial development.
4. The fencing for the relief yard must be an opaque design and maintenance free material.
5. A sign permit is required prior to the installation of any signage.
6. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
7. Snow storage shall not occur within required parking spaces.
8. Prior to City Council consideration, the landscape plan must be revised per the City Forester's comments. The landscape plan shall be installed in accordance with the approved landscape plan. A \$63,320 security shall be submitted to guarantee installation of the approved landscaping. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.

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

Nays: 0

9. Heritage Commons 10th Addition

Chair Zimmer opened the public hearing to consider the applications of HVP V Epic Heritage, LLC and SMNPT 1, LLC for a preliminary plat of one lot and one outlot to be known as Heritage Commons 10th Addition; a conditional use permit for two convenience restaurants; a planned unit development amendment to add property to the Heritage Commons PUD; and the vacation of public drainage and utility easements. The property is located at the northeast corner of 202nd Street (CSAH 50) and Dodd Boulevard (CSAH 9).

Paul Tucci with 2C Development introduced the project and noted that Bruce Tschida, owner of Lakeville Collision, was also present. Mr. Tucci requested support for the slight reduction in the number of parking spaces required to be provided.

Ms. Botten presented the staff report. The proposed development includes two convenience restaurants on a single parcel and adds 0.14 acres of land from the Lake Marion Collision property into the Heritage Commons PUD. The perimeter drainage and utility easements on the parent parcel are proposed to be vacated and then dedicated on the new plat.

The proposed convenience restaurants require 51 parking spaces combined and the site plan proposes 49 parking spaces. The applicant is requesting flexibility from the minimum parking requirements due to the shared parking lot design and the complimentary peak hours of each restaurant. Community Development staff support this request.

Access to the site will be from Heritage Drive and direct access to the site from 202nd Street and/or Dodd Boulevard is not permitted. An agreement for shared access between the parcels in Heritage Commons 10th Addition and Heritage Commons 6th Addition (O'Reilly Auto) is required to be executed as part of the recording of the final plat.



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: June 11, 2025
Subject: Packet Material for the June 26, 2025 Planning Commission Meeting

Agenda

Item: Crossroads East Third Addition

1. Preliminary and final plat of one lot and one outlot.
2. Conditional Use Permit for a veterinary clinic.

Application Action Deadline: July 12, 2025

BACKGROUND

Representatives of LFPC Properties LLC (Lakeville Family Pet Clinic) have submitted applications for a preliminary and final plat and conditional use permit for the development of one commercial lot and one outlot on 2.19 acres. The subject property is currently platted as Outlot A, Crossroads East Second Addition and is zoned PUD, Planned Unit Development. The Crossroads East final plat and PUD were approved in 2008 and included the construction of a Kindercare day care and Subway restaurant on two lots, while the Crossroads East Second Addition was approved in 2016 and included construction of Christian Brothers Automotive. The underlying zoning and performance standards for the property is C-3, General Commercial District. The property is located west of Glacier Way and north of 175th Street.

The Lakeville Family Pet Clinic, currently located just west of the proposed site in a multi-tenant building next to Barley and Vine, provides veterinary services and is subject to approval of a conditional use permit subject to the provisions of 11-73-7.P of the Zoning Ordinance. A CUP was approved for their current location in 2016. Because CUPs are tied to a location, the existing CUP cannot be transferred to the new location; a new CUP is required to be approved.

The Crossroads East Third Addition preliminary and final plat plans have been submitted to Engineering Division, Environmental Resources, and the Parks and Recreation Department for review and comment.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Survey
- D. Preliminary Plat
- E. Final Plat
- F. Site Plan
- G. Grading and Erosion Control Plan
- H. Utility Plan
- I. Landscape Plan
- J. Photometric Plan
- K. Building Floor Plan
- L. Building Elevation Plans

Surrounding Land Uses and Zoning

North – KinderCare Day care center (PUD)

South – 175th Street and Mercy Road Church/Christian Heritage Academy (PUD)

East – Glacier Way and attached townhomes (RM-2)

West – Christian Brothers Automotive (PUD)

STAFF ANALYSIS

PRELIMINARY AND FINAL PLAT

Comprehensive Plan. The Crossroads East Third Addition property is located in Planning District 5, Cedar Corridor, and is guided for commercial uses in the 2040 Comprehensive Land Use Plan. The proposed commercial use is consistent with the commercial designation of the Comprehensive Land Use Plan.

Zoning. The Crossroads East Third Addition preliminary and final plat property is zoned PUD, Planned Unit Development District with an underlying C-3, General Commercial District zoning.

Consistency with the Capital Improvement Plan (CIP). No public street construction or other public funded infrastructure construction is proposed with the Crossroads East Third Addition preliminary and final plat. All City sanitary sewer, water and storm sewer improvements

required for the area of the Crossroads East Third Addition were installed by the developer with the Crossroads East development.

Lots/Blocks. The Crossroads East Third Addition preliminary and final plat proposes one lot and one outlot on one block. The following C-3 District lot development requirements pertain to this preliminary and final plat:

	Lot Area	Lot Width
Minimum required	20,000 SF	100 feet
Proposed Lot !	51,035 SF (1.17 ac.)	202 feet

Lot 1, Block 1, Crossroads East Third Addition exceeds the minimum lot requirements in the underlying C-3 District.

Outlots. One outlot (Outlot A: 1.02 acres) is proposed with the Crossroads East Third Addition preliminary and final plat. Outlot A will require a preliminary and final plat prior to development in the future.

Streets. No new street construction is proposed with the Crossroads East Third Addition preliminary and final plat. The property is adjacent to Glacier Way and 175th Street. Glacier Way is classified by the Comprehensive Transportation Plan as a major collector road while 175th Street adjacent to the project is a local street. The property will be accessed via a private driveway off 175th Street that currently provides access to the Subway restaurant and KinderCare daycare. All required right-of-way for the streets abutting the plat was dedicated with the Crossroads 1st Addition final plat.

Trails and Sidewalks. Eight-foot-wide concrete sidewalks are in place on Glacier Way and 175th Street. No new public trail or sidewalk construction is required with the Crossroads East Third Addition plat. A five-foot-wide concrete sidewalk will be constructed from the public sidewalk on 175th Street, along the east side of the private drive, to provide a pedestrian connection to the front entrance of the veterinary clinic.

Grading, Drainage, Erosion Control, and Utilities. Grading, drainage and erosion control plans have been submitted with the Crossroads East Third Addition preliminary and final plat. Alanna Sobottka, Civil Engineer and Mac Cafferty, Environmental Resources Manager have reviewed the grading, drainage and erosion control and utility plans. A copy of the engineering report dated June 11, 2025 is attached for your review. The Engineering Division recommends approval of the preliminary and final plat subject to the recommendations outlined in the report.

Tree Preservation. There are no significant trees located on the subject property.

Wetlands. There are no wetlands located on the subject property.

Park Dedication. Park dedication for Crossroads East Third Addition must be paid for the area of the property being final platted into a lot. A cash fee of \$11,088.09 will be due to satisfy the cash dedication requirement for Lot 1.

SITE PLAN

Setbacks. The Crossroads East Third Addition preliminary and final plat is subject to the following minimum building setback (C-3, General Commercial District) requirements:

Abutting a Public Street: 30 feet

Interior Lot Lines: 10 feet

Parking: 15 feet (abutting street), 5 feet (interior lot lines)

Parking. The proposed 7,967 square foot building will require 41 parking spaces based on the requirement of one parking space per each 200 square feet of floor area, after a 10% reduction to the floor area to account for corridors, storerooms, bathrooms, etc. The site plan proposes 48 parking spaces, including two handicap accessible spaces.

The proposed parking, spaces and drive aisle dimensions and configurations meet the requirements of the Zoning Ordinance. Parking aisles will be 24 feet in width and parking stall dimensions will be 10 feet in width and 18-20 feet in length.

Circulation. Access to the site will be from a shared driveway along the west property boundary off of 175th Street. No driveway access will be allowed onto 175th Street or Glacier Way. Emergency vehicle access will be along the north side of the building and from 175th Street.

Landscaping. The landscape plan proposes 14 evergreen, overstory, and ornamental trees as well as numerous shrubs around the periphery of the building foundation and parking lot. In ground irrigation is also proposed for the site. The City Forester has provided comments about adding some additional trees on the landscape plan that must be addressed prior to consideration by the City Council. A \$63,320 escrow shall be submitted as security to guarantee installation of the landscaping.

Building Exterior. Thin brick, manufactured stone, and glass make up just over 65% of the exterior materials, in compliance with Zoning Ordinance requirements. Both the brick and stone are varying shades of gray. The remainder of the building is fibre cement siding that is either a blue gray color or designed to look like wood. The proposed exterior materials meet Zoning Ordinance requirements.

A fenced relief area is proposed on the east side of the building, adjacent to the dog ward area of the clinic. The fence must be opaque and maintenance free. The size of the fenced relief area is different on the civil plans versus the floor plan, so prior to City Council consideration, the plans must be revised for consistency.

Building Height. The proposed building is one story with a peaked roof. The overall height of the building is just under 31 feet tall, with the mid-point roof height of just over 21 feet, which complies with the ordinance requirements.

Trash Enclosure. The trash enclosure will be located on the northeast side of the site. The enclosure is proposed to be six feet in height and with manufactured stone exterior material to match the building and will have a maintenance-free gate. The east side of the enclosure will be screened with landscaping.

Signs. A freestanding monument sign is proposed at the southwest corner of the property, at the corner of 175th Street and the private drive. Per the Crossroads PUD architectural standards, a business identification monument sign with up to 100 square feet of sign area and a maximum height of 10 feet is permitted. The proposed monument sign location must be revised to meet the 15-foot setback from a property line adjacent to public right of way. The elevation plans show wall signs on the east and south sides of the building, which is permitted as the parcel is a corner lot. Up to 100 square feet of signage is permitted on each elevation. All signs require issuance of a sign permit prior to installation.

Exterior Lighting. Five 22-foot-tall light poles will light the parking area. The light head has an angle of 90 degrees, to cast the light downward. The photometric plan indicates the light levels won't exceed one foot candle at the property line adjacent to public right of way, which complies with Zoning Ordinance requirements. No building lighting is proposed at this time; but if added to the building, it must be downcast and not exceed the wall height of the building.

Snow Storage. Snow storage locations are identified on the site plan. Snow storage may not take place in required parking spaces.

CONDITIONAL USE PERMIT

Section 11-73-7.P considers veterinary clinics a conditional use in the C-3 District subject to the following performance criteria.

P. Veterinary clinics provided that:

1. All areas in which animals are confined are located indoors and are properly soundproofed from adjacent properties.

The veterinary clinic is a standalone building that will be approximately 100 feet from the nearest structure (KinderCare daycare). The applicant has indicated that all animals will be confined to the building, although a fenced dog relief area is provided for animals that need a short break from being inside. All animals using the relief area will be attended to by a clinic staff member.

2. Animal carcasses are properly disposed of in a manner not utilizing on site garbage facilities or incineration and the carcasses are properly refrigerated during periods prior to disposal.

An animal morgue consisting of a freezer to hold the carcasses will be included in the plans. Animal carcasses will be held there until they can be properly disposed of by a third party.

3. An animal kennel is permitted as a use accessory to the veterinary clinic.

There is no proposal to board animals on site other than those being treated at the clinic when medically necessary.

4. There shall be adequate physical separation within a multiple occupancy building between the veterinary clinic and other individual tenant spaces to protect public health and safety.

Not applicable.

RECOMMENDATION

Community Development staff recommends approval of the Crossroads East Third Addition preliminary and final plat and conditional use permit subject to the following stipulations:

1. Implementation of the recommendations listed in the June 11, 2025 engineering report.
2. The site shall be developed according to the site development plans approved by the City Council.
3. An agreement for shared driveway access and parking shall remain in full force and effect at all times between the lots in Crossroads East commercial development.
4. The fencing for the relief yard must be an opaque design and maintenance free material.
5. A sign permit is required prior to the installation of any signage.
6. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
7. Snow storage shall not occur within required parking spaces.
8. Prior to City Council consideration, the landscape plan must be revised per the City Forester's comments. The landscape plan shall be installed in accordance with the approved landscape plan. A \$63,320 security shall be submitted to guarantee installation of the approved landscaping.

Findings of fact are attached for your consideration.



Memorandum

To: Kris Jenson, Planning Manager
From: Alanna Sobottka, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Copy: Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Zach Johnson, City Engineer
David Mathews, Building Official
Date: June 11, 2025
Subject: Crossroads East Third Addition

- Preliminary and Final Plat
- Preliminary and Final Grading and Erosion Control Plan
- Preliminary and Final Landscape Plan
- Preliminary and Final Utility Plan

BACKGROUND

LFPC Properties, LLC has submitted a preliminary and final plat named Crossroads East Third Addition. The parent parcel (PID No. 221862100010) consists of Outlot A, Crossroads East Second Addition, and is zoned PUD, Planned Unit Development. The proposed development is located north of and adjacent to 175th Street and west of and adjacent to Glacier Way.

The final plat consists of one (1) commercial lot and one (1) outlot within one (1) block on 2.19 acres.

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

Outlot A: Future Development; retained by property owner (1.02 acres)

The proposed development will be completed by:

Developer: LFPC Properties, LLC
Engineer: Larson Engineering, Inc.

SITE CONDITIONS

The site was previously graded with the mass grading of Crossroads 1st Addition. The site is relatively flat and generally drains from west to east. There are no existing trees or wetlands on the site.

STREET AND SUBDIVISION LAYOUT

Glacier Way

Crossroads East Third Addition is adjacent to and west of Glacier Way. Glacier Way is identified as a minor collector by the City's Comprehensive Transportation Plan, and is currently constructed as a two-lane, 52-foot face-to-face urban roadway with a center turning lane. The ½ right-of-way requirement is 50 feet. The right-of-way for Glacier Way was dedicated with the Crossroads East final plat; no additional right-of-way is required with this final plat.

175th Street

Crossroads East Third Addition is adjacent to and north of 175th Street. 175th Street is identified as a local street by the City's Comprehensive Transportation Plan, and is currently constructed as a two lane, 44-foot face-to-face urban roadway. The ½ right-of-way requirement is 40 feet, which was dedicated with the Crossroads 1st Addition plat. Driveways that will serve this development were installed along the north side of 175th Street with Crossroads East final plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and parking lot construction is restricted to the easterly drive entrance from 175th Street.

PARKS, TRAILS AND SIDEWALKS

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:

1.17 acres	x \$9,477.00	= \$11,088.09
Acres Lot 1, Block 1 Crossroads East Third Addition	2025 Acreage Rate	Park Dedication Fee Crossroads East Third Addition

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

Development of Crossroads East Third Addition does not include the construction of public trails or sidewalks. Existing sidewalks are located along 175th Street and Glacier Way adjacent to the plat.

UTILITIES

SANITARY SEWER

Crossroads East Third Addition is located within subdistrict NC-20340 of the North Creek sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES to the Farmington Interceptor and then to the Empire Wastewater Treatment Plant for treatment.

An existing sanitary sewer stub extends from 175th Street to the southeast portion of the parcel. Development of Crossroads East Third Addition includes the extension of 6-inch sanitary sewer service to provide service to Lot 1, Block 1.

The Sanitary Sewer Availability Charge will be required to be paid with the building permit application.

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

Final sewer service connection locations and sizes will be reviewed by City staff with the final construction plans.

WATERMAIN

An existing 6-inch watermain stub extends into the parcel from 175th Street on the northeast portion of the parcel. Development of Crossroads East Third Addition includes the extension of 4-inch watermain to provide service to the development.

Final water service connection locations and sizes will be reviewed by City staff with the final construction plans.

DRAINAGE AND GRADING

Crossroads East Third Addition is located within subdistrict F0-3 of the Farmington Outlet Drainage District, as identified in the City's Water Resources Management Plan.

Development of Crossroads East Third Addition will include the construction of one privately owned and maintained underground stormwater detention system located within Lot 1, Block 1, Crossroads East Third Addition.

The Developer shall enter into a stormwater maintenance agreement for the underground stormwater system and dedicate a drainage and utility easement over the stormwater management area prior to the recording of the final plat. The underground stormwater system will provide rate control of the stormwater runoff generated from the proposed site improvements before it can enter the existing public stormwater basin located north of the intersection of Glacier Way and 175th Street.

The final grading plan must indicate any proposed borrow areas in which the building footings will be placed on fill material. The grading specifications must indicate that all embankments meet FHA/HUD 79G specifications. A final certificate of occupancy shall not be issued until an as-built certified grading plan has been submitted and approved by the City Engineer.

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

STORM SEWER

Privately owned and maintained storm sewer will be constructed with Crossroads East Third Addition. Private storm sewer constructed within Lot 1, Block 1, Crossroads East Third Addition will convey runoff to the privately owned and maintained underground stormwater system.

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

Storm Sewer Charge Summary		
Gross Area of Crossroads East Third Addition		95,488 s.f.
Less Area of Outlot A (Future Development)		(-) 44,453 s.f.
Total Storm Sewer Charge Area		51,035 s.f.
51,035 s.f. Net Area Crossroads East Third ^d Addition	x \$0.250/s.f. 2025 Unit Rate	= \$12,758.75 Storm Sewer Charge Crossroads East Third Addition

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

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

FEMA FLOODPLAIN ANALYSIS

Crossroads East Third Addition is shown on the Flood Insurance Rate Map (Map Nos. 27037C0204E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency

(FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no wetlands on the site.

TREE PRESERVATION

There are no trees within the parent parcel.

EROSION CONTROL

The plans include a detailed erosion and sediment control plan. The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. Changes made throughout construction must be documented in the SWPPP. An on-site preconstruction meeting shall be held with the City prior to work commencing on the site.

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

\$85,481	x 2%	= \$1,709.62
Grading Cost Crossroads East Third Addition	2025 Rate	MS4 Administration Fee Crossroads East Third Addition

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

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Crossroads East Third Addition. Construction costs are based upon estimates submitted by the Developer's engineer on June 3, 2025.

CONSTRUCTION COSTS

Sanitary Sewer Connection	\$ 5,000.00
Watermain Connection	5,000.00
Storm Sewer Connection	5,000.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 15,000.00

OTHER COSTS

Developer's Design (3.0%)	\$ 450.00
Developer's Construction Survey (2.5%)	375.00
City's Legal Expense (0.5%)	75.00
City Construction Observation (5.0%)	750.00
Developer's Record Drawing (0.5%)	75.00
Landscaping	63,320.00
Lot Corners/Iron Monuments	200.00
SUBTOTAL - OTHER COSTS	65,245.00
TOTAL PROJECT SECURITY	\$80,245.00

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$200.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

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

$$\begin{array}{rcl}
 686.6 \text{ feet} & \times \$0.2832 & = \$194.45 \\
 \text{Total Front} & \text{2025 Front Footage} & \text{Streetlight Operating Fee} \\
 \text{Feet} & \text{Rate} & \text{Crossroads East Third} \\
 \text{Crossroads East} & & \text{Addition} \\
 \text{Third Addition} & &
 \end{array}$$

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

$$\begin{array}{rcl}
 2.19 \text{ acres} & \times \$15.38/\text{unit} & \times 4.2 & = \$141.47 \\
 \text{Total Acres} & \text{2025 Rate} & \text{Utility Factor} & \text{Environmental Resources Fee} \\
 \text{Crossroads} & & & \text{Crossroads East Third Addition} \\
 \text{East Third} & & & \\
 \text{Addition} & & &
 \end{array}$$

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

$$\begin{array}{rcl}
 2 \text{ lots} & \times \$90.00/\text{unit} & = \$180.00 \\
 \text{Lots/Outlots} & \text{2025 Rate} & \text{Property Data \& Asset/Infrastructure Mgmt. Fee} \\
 \text{Crossroads} & & \text{Crossroads East Third Addition} \\
 \text{East Third} & & \\
 \text{Addition} & &
 \end{array}$$

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

The Developer shall pay a cash fee for City Engineering Administration. The fee for City Engineering Administration is based on three percent (3.00%) of the estimated construction cost, or \$450.00.

CASH REQUIREMENTS

Park Dedication	11,088.09
Storm Sewer Charge	12,758.75
MS4 Administration Fee	1,709.62
Streetlight Operating Fee	194.45
Environmental Resources Management Fee	141.47
Property Data and Asset/Infrastructure Management Fee	180.00
City Engineering Administration (3.00%)	450.00
TOTAL CASH REQUIREMENTS	\$ 26,522.38

RECOMMENDATION

Engineering recommends approval of the Crossroads East Third Addition preliminary and final plat, preliminary and final grading and erosion control plan, preliminary and final utility plan, and landscape plan subject to the requirements and stipulations within this report.



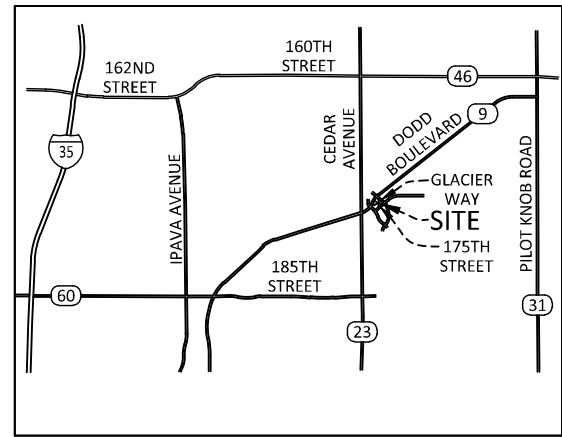
City of Lakeville
Location Map
Crossroads East
Third Addition

EXHIBIT A



City of Lakeville
Zoning Map
Crossroads East
Third Addition

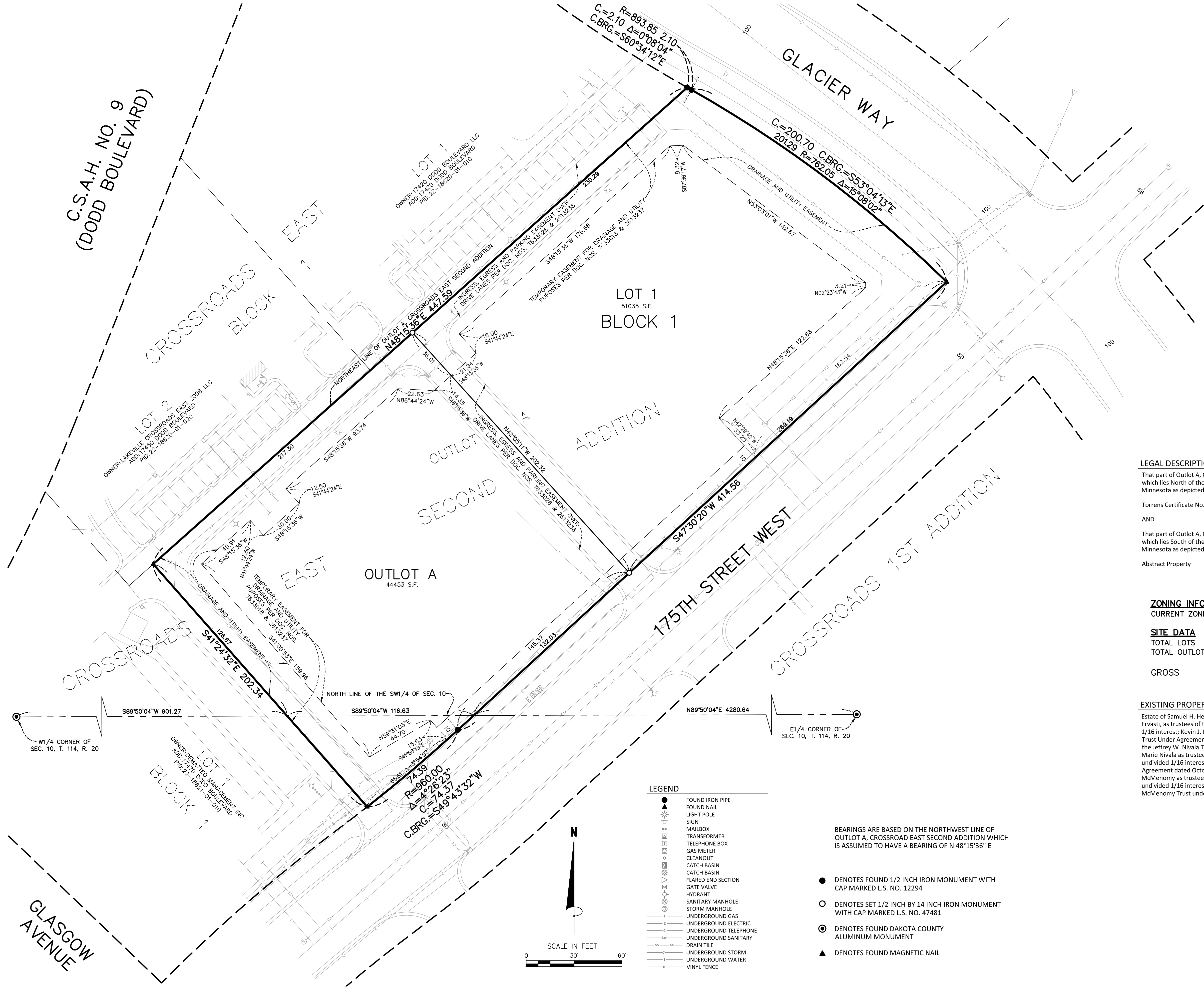
EXHIBIT B



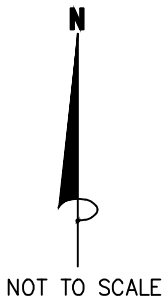
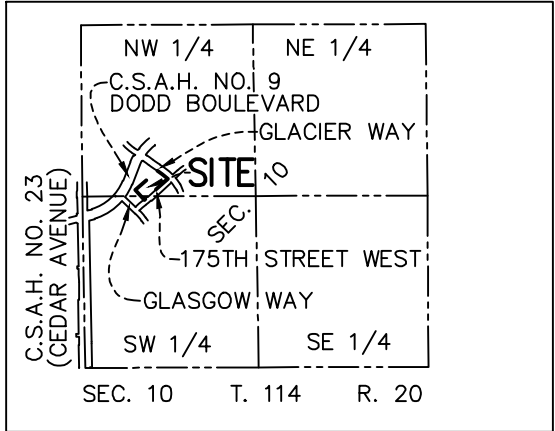
SHEET 1 OF

EXHIBIT C

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VICINITY MAP



LEGAL DESCRIPTION

That part of Outlot A, CROSSROADS EAST SECOND ADDITION, according to the recorded plat thereof, which lies North of the North line of the SW1/4 of Section 10, T. 114N, R. 20 W., Dakota County, Minnesota as depicted on said plat of CROSSROADS EAST SECOND ADDITION.

Torrens Certificate No. 190021

AND

That part of Outlot A, CROSSROADS EAST SECOND ADDITION, according to the recorded plat thereof, which lies South of the North line of the SW1/4 of Section 10, T. 114N, R. 20 W., Dakota County, Minnesota as depicted on said plat of CROSSROADS EAST SECOND ADDITION.

Abstract Property

ZONING INFORMATION

CURRENT ZONING PUD (PLANNED UNIT DEVELOPMENT)

SITE DATA

TOTAL LOTS 1 LOT
TOTAL OUTLOTS 1 LOT

GROSS 2.19 ACRES

EXISTING PROPERTY OWNERS

Estate of Samuel H. Hertogs, an undivided 1/2 interest; Kevin J. Ervasti, Mary Kaye Ervasti, and Justin Ervasti, as trustees of the Kevin J. Ervasti Trust Under Agreement dated March 15, 2013, an undivided 1/16 interest; Kevin J. Ervasti, Mary Kaye Ervasti, and Justin Ervasti, as trustees of the Mary Kaye Ervasti Trust Under Agreement dated March 15, 2013, an undivided 1/16 interest; Jeffrey W. Nivala as trustee of the Jeffrey W. Nivala Trust Under Agreement dated September 3, 2014, an undivided 1/16 interest; Susan Marie Nivala as trustee of the Susan Marie Nivala Trust Under Agreement dated October 3, 2014, an undivided 1/16 interest; Anne F. McMenomy as trustee of the Anne F. McMenomy Trust Under Agreement dated October 8, 2002, an Undivided 1/8 interest; E. B. McMenomy and Katherine L. McMenomy as trustees of the E. B. McMenomy Trust Under Agreement dated May 18, 2005, an undivided 1/16 interest; E. B. McMenomy and Katherine L. McMenomy as trustees of the Katherine L. McMenomy Trust under Agreement dated May 26, 2005, an undivided 1/16 interest

LEGEND

- FOUND IRON PIPE
- FOUND NAIL
- ✱ LIGHT POLE
- ✱ SIGN
- ✱ MAILBOX
- ✱ TRANSFORMER
- ✱ TELEPHONE BOX
- ✱ GAS METER
- CLEANOUT
- CATCH BASIN
- CATCH BASIN
- FLARED END SECTION
- GATE VALVE
- HYDRANT
- SANITARY MANHOLE
- STORM MANHOLE
- UNDERGROUND GAS
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND SANITARY
- DRAIN TILE
- UNDERGROUND STORM
- UNDERGROUND WATER
- VINYL FENCE

BEARINGS ARE BASED ON THE NORTHWEST LINE OF OUTLOT A, CROSSROAD EAST SECOND ADDITION WHICH IS ASSUMED TO HAVE A BEARING OF N 48°15'36" E

- DENOTES FOUND 1/2 INCH IRON MONUMENT WITH CAP MARKED L.S. NO. 12294
- DENOTES SET 1/2 INCH BY 14 INCH IRON MONUMENT WITH CAP MARKED L.S. NO. 47481
- ⊙ DENOTES FOUND DAKOTA COUNTY ALUMINUM MONUMENT
- ▲ DENOTES FOUND MAGNETIC NAIL

CROSSROADS EAST THIRD ADDITION

PRELIMINARY PLAT
FOR
LAKEVILLE PET MEDICINE PC

DRAWN BY

PLM

DATE

5/21/2025

REVISIONS

CAD FILE

24201pp.dwg

PROJECT NO.

24201-00

SHEET 1 OF 1

James R. Hill, Inc.

PLANNERS / ENGINEERS / SURVEYORS

2899 WEST C.R. 42, SUITE 100, BURNSVILLE, MN 55306

PHONE: 952.890.6044

mhampton@jrhinc.com

www.jrhinc.com

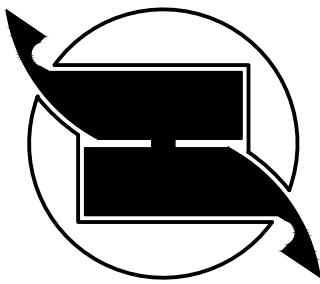
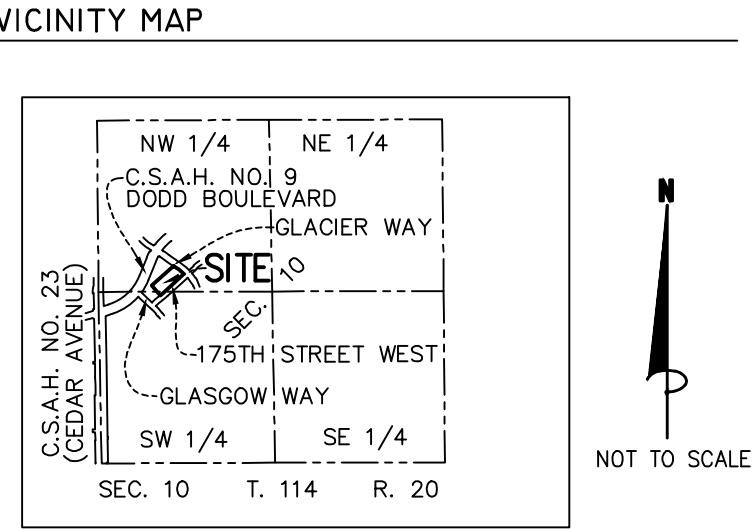
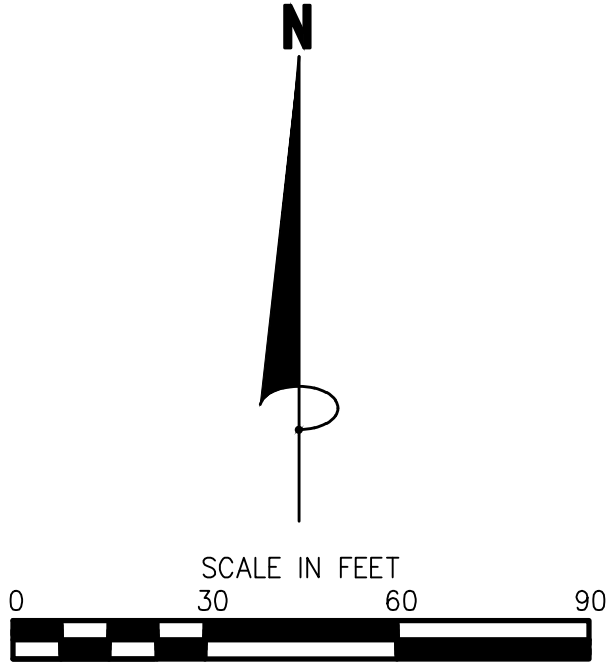
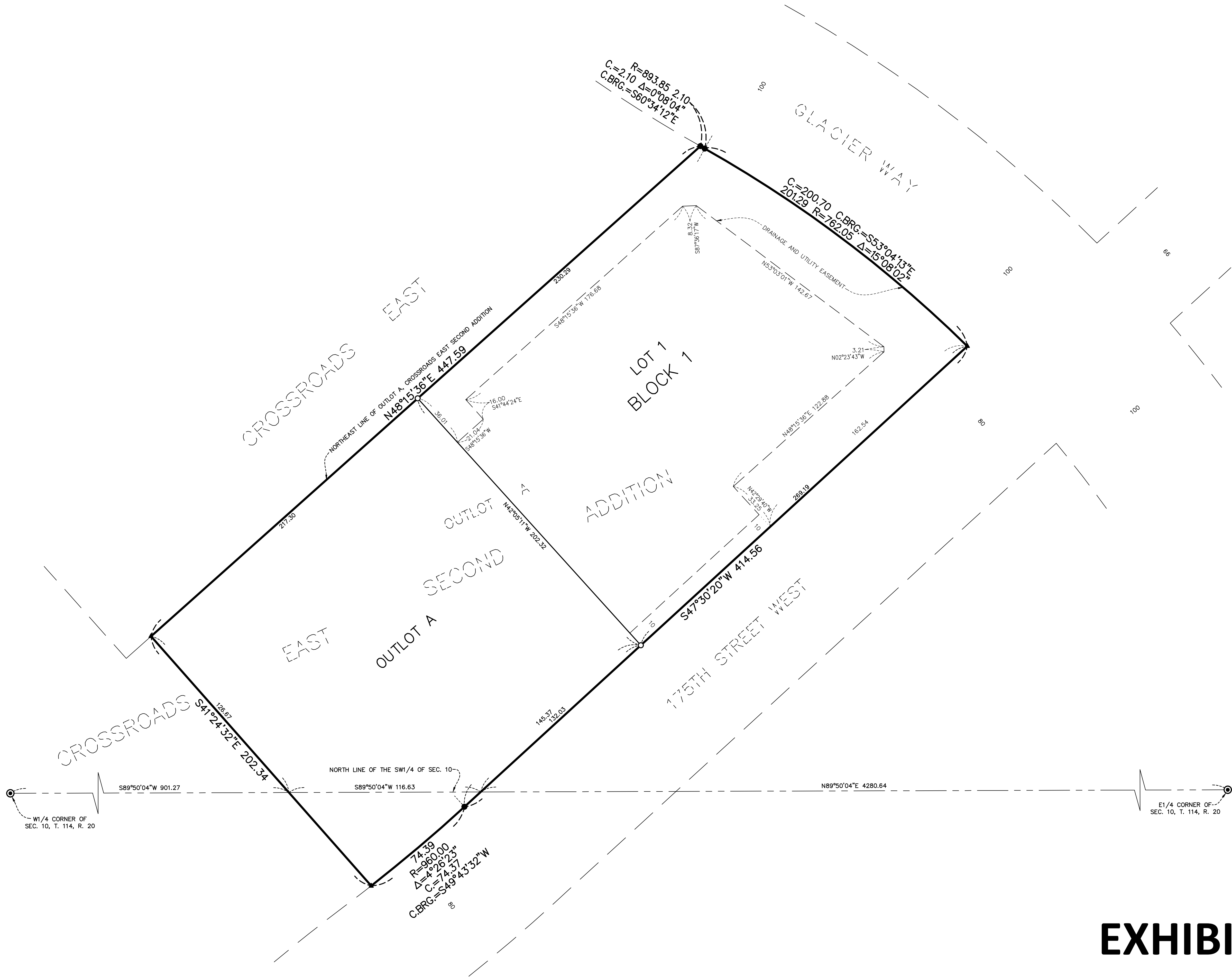


EXHIBIT D

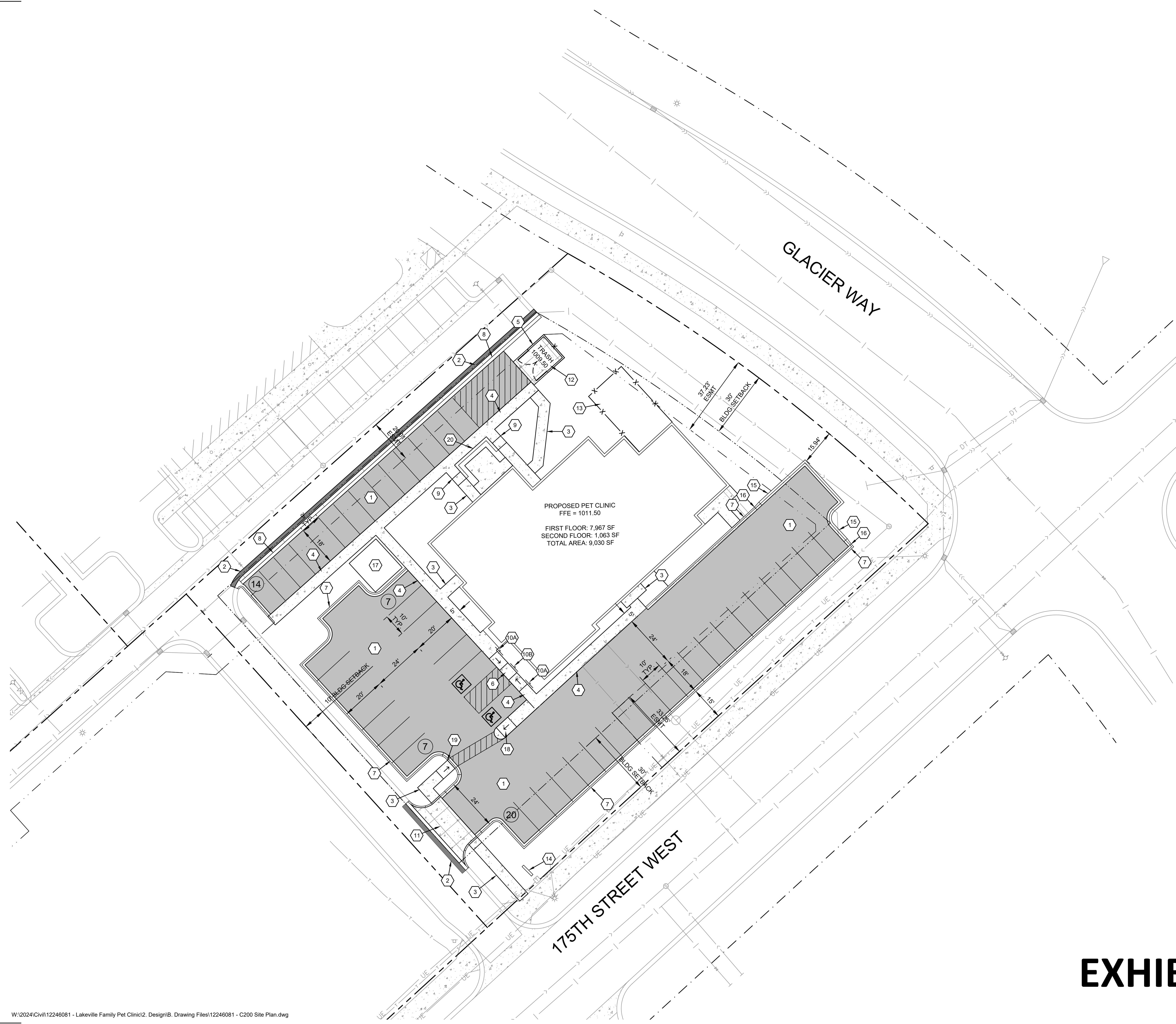
CROSSROADS EAST THIRD ADDITION



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- ⊙ DENOTES FOUND DAKOTA COUNTY ALUMINUM MONUMENT
- ▲ DENOTES FOUND MAGNETIC NAIL

EXHIBIT E



SYMBOL LEGEND

- NEW BITUMINOUS PAVEMENT
SEE DETAIL 1/C500
- MATCH EXISTING STREET
PAVEMENT
SEE KEY NOTE #2
- NEW LIGHT-DUTY
CONCRETE PAVEMENT
SEE DETAIL 2/C500
- NEW HEAVY-DUTY
CONCRETE PAVEMENT
SEE DETAIL 4/C500
- NEW STRUCTURAL STOOP
SEE ARCH / STRUCT PLANS

NOTE: CONCRETE JOINTS ARE SHOWN ONLY FOR GENERAL REFERENCE TO SIGNIFY HEAVY-DUTY CONCRETE PAVEMENT. ACTUAL JOINTS SHALL BE CONSTRUCTED PER PROJECT SPECIFICATIONS.

GENERAL

- PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SETBACK LINE

KEY NOTES

- 1 NEW BITUMINOUS PAVEMENT, SEE DETAIL 1/C500.
- 2 SAW CUT EDGE OF BITUMINOUS TO ENSURE CLEAN EDGE PRIOR TO PAVING. MATCH EXISTING STREET SECTION.
- 3 NEW LIGHT-DUTY CONCRETE PAVEMENT, SEE DETAIL 2/C500.
- 4 NEW CONCRETE WITH THICKENED EDGE, SEE DETAIL 3/C500.
- 5 NEW HEAVY-DUTY CONCRETE PAVEMENT, SEE DETAIL 4/C500.
- 6 NEW PARALLEL ACCESSIBLE CURB RAMP, SEE DETAIL 5/C500.
- 7 B612 CONCRETE CURB AND GUTTER, SEE DETAIL 6/C500.
- 8 NEW CONCRETE VALLEY GUTTER, SEE DETAIL 7/C500.
- 9 NEW CONCRETE STEP, SEE DETAIL 11/C500.
- 10 NEW PARKING SIGN AND POST, SEE DETAIL 9/C500.
 - A. ADA PARKING
 - B. ADA ACCESS AISLE
- 11 NEW CONCRETE DRIVEWAY APRON, SEE DETAIL 5/C501.
- 12 NEW TRASH ENCLOSURE (SEE ARCH).
- 13 NEW FENCE (SEE ARCH).
- 14 MONUMENT SIGN (SEE ARCH).
- 15 SURMOUNTABLE CONCRETE CURB AND GUTTER, SEE DETAIL 12/C500.
- 16 TRANSITION CURB TYPE.
- 17 DOG RELIEF AREA (SEE ARCH).
- 18 NEW ACCESSIBLE CURB RAMP, SEE DETAIL 8/C500.
- 19 NEW ACCESSIBLE CURB RAMP, SEE DETAIL 10/C500.
- 20 NEW MODULAR BLOCK RETAINING WALL, SEE DETAIL 1/C502.

SITE AREAS

LOT AREA:	51,035 SF	(1.17 AC)	(100%)
GREEN SPACE	17,838 SF	(0.40 AC)	(34.6%)
IMPERVIOUS AREAS:			
EXISTING IMPERVIOUS	4,893 SF	(0.11 AC)	(9.6%)
NEW IMPERVIOUS:	29,565 SF	(0.68 AC)	(57.9%)
TOTAL IMPERVIOUS	34,458 SF	(0.79 AC)	(67.5%)

TOTAL IMPERVIOUS ALLOWED 38,276 SF (75%) PER THE APPROVED CONSTRUCTION PLANS FOR THE CROSSROADS PLAT.

PARKING COUNT

40 TOTAL STALLS REQUIRED
48 TOTAL STALLS PROVIDED

2 ADA STALLS REQUIRED
2 ADA STALLS PROVIDED



1550 WILLMAR AVENUE S.E.
WILLMAR, MINNESOTA 56201
320.235.1664 FAX 320.235.3137

Larson Engineering, Inc.
3524 Labore Road
White Bear Lake, MN 55110
651.481.9120 (F) 651.481.9201
www.larsonengr.com

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LAKEVILLE FAMILY
PET CLINIC
OUTLOT A - LAKEVILLE, MN 55044

I hereby certify that this plan, specifications or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota.

Terry Kraftson, P.E.

Date: 06.09.2025 Lic. No.: 41371

© TerWisscha Construction Inc

PROJ. NO: 12246081

DRAWN BY: MJW

CHECKED BY: MJW

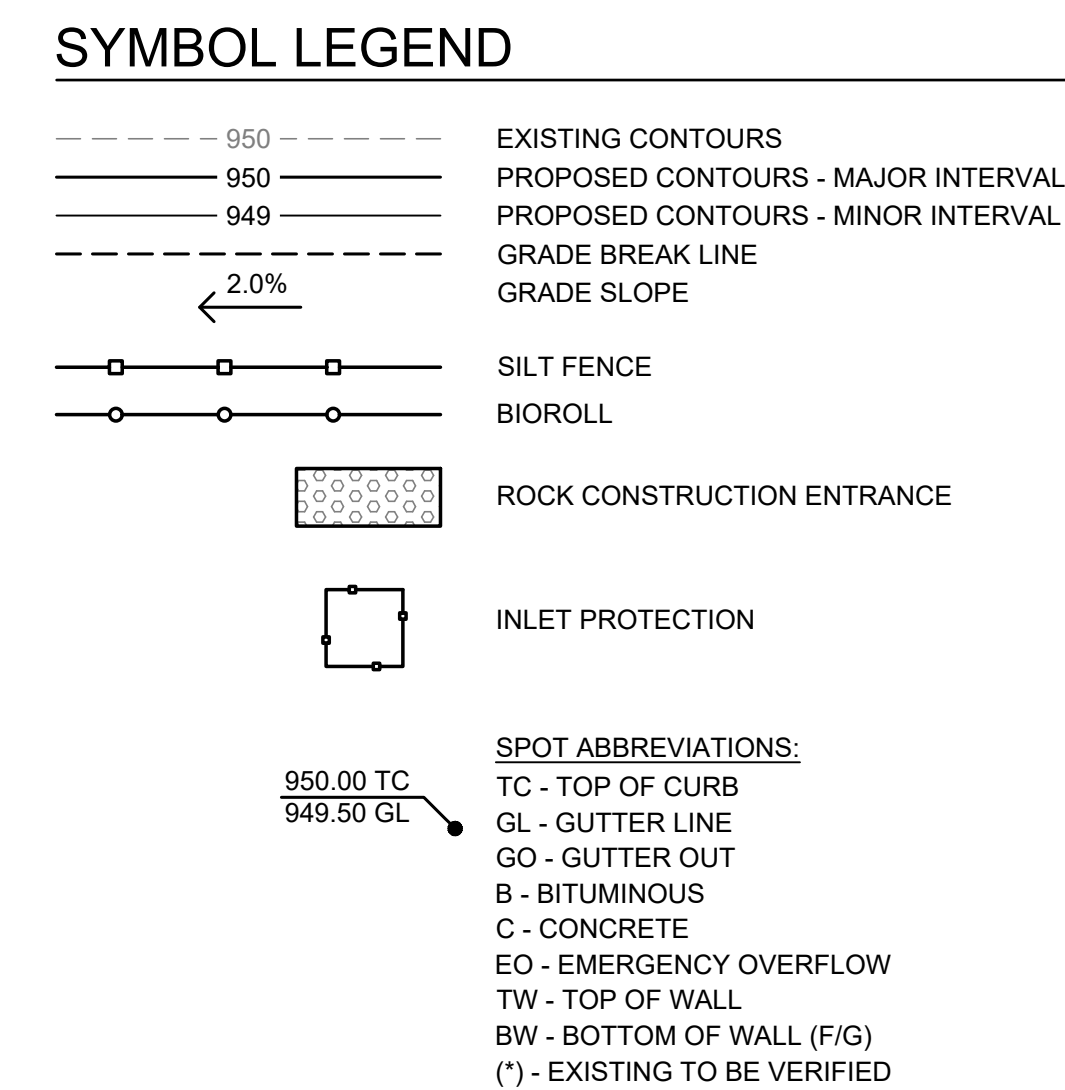
NO.	DESCRIPTION	DATE
1	Stormwater Added	03-12-25
2	City Comments	05-15-25
3	City Comments	06-09-25

REVISION SCHEDULE

NO.	DESCRIPTION	DATE
1	Stormwater Added	03-12-25
2	City Comments	05-15-25
3	City Comments	06-09-25

SITE PLAN

C200



1. Tree protection consisting of snow fence or safety fence installed at the drip line shall be in place prior to beginning any grading or demolition work at the site. Silt fence and inlet protection shall be installed prior to any grading or demolition.
2. All elevations with an asterisk (*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
3. Grades shown in paved areas represent finish elevation.
4. Refer to Landscape Plans for restoration.
5. All construction shall be performed in accordance with state and local standard specifications for construction.
6. Refer to SWPPP Sheets for Erosion Control Notes.

- 1 INLET PROTECTION, SEE DETAIL 2/C501
- 2 CONSTRUCTION ROCK ENTRANCE, SEE DETAIL 4/C501
- 3 SILT FENCE, SEE DETAIL 3/C501
- 4 BIOROLL, SEE DETAIL 3/C502

**LAKEVILLE FAMILY
PET CLINIC**

I hereby certify that this plan,
specifications or report was prepared
by me or under my direct supervision
and that I am a duly licensed
Professional Engineer under the laws
of the state of Minnesota.


Torry Kraftson, P.E.
Date: 06.09.2025 Lic. No.: 41371

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PROJ. NO: **12246081**

DRAWN BY: **MJW**

CHECKED BY: **MJW**

ISSUE SCHEDULE

NO.	DESCRIPTION	DATE
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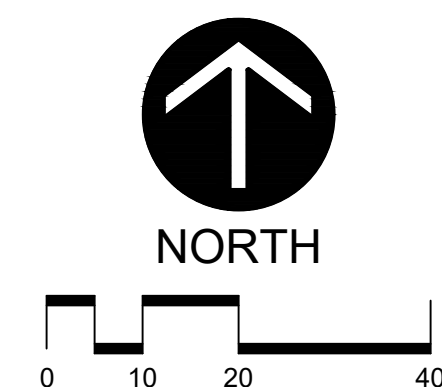
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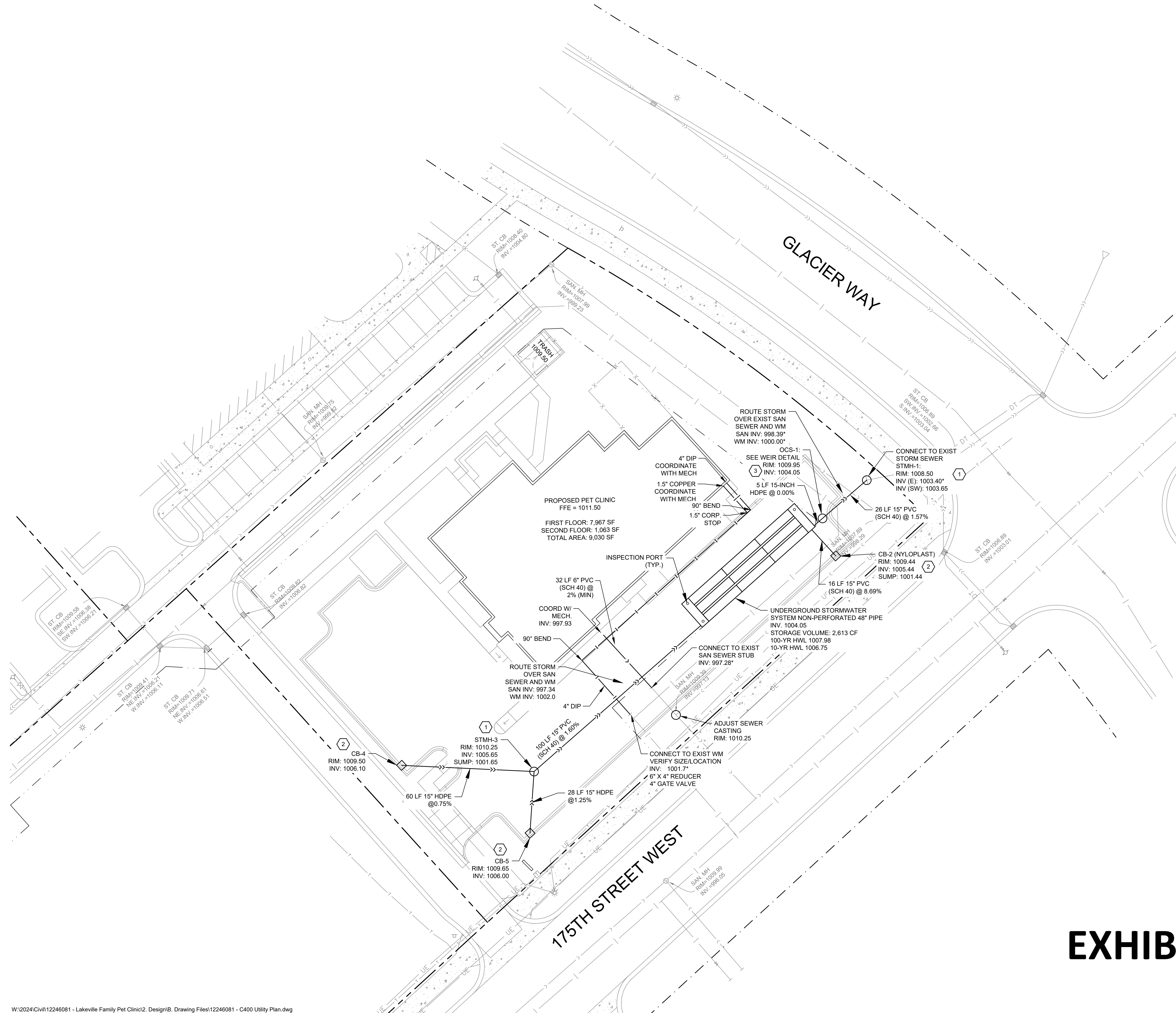
GRADING & EROSION CONTROL PLAN

C300

PRELIMINARY PLAT SUBMITTAL

EXHIBIT G





SYMBOL LEGEND

- STORM MANHOLE
- CATCH BASIN
- CURB INLET
- ▲ FLARED END
- SANITARY MANHOLE
- HYDRANT
- ⋈ GATE VALVE & BOX
- ⊗ WATER SHUTOFF
- ☀ LIGHT POLE
- CTV _____ CABLE UNDERGROUND LINE
- OE _____ ELECTRIC OVERHEAD LINE
- UE _____ ELECTRIC UNDERGROUND LINE
- FO _____ FIBER OPTIC UNDERGROUND LINE
- GAS _____ GAS _____ NATURAL GAS UNDERGROUND LINE
- _____ SANITARY SEWER PIPE
- _____ STORM SEWER PIPE
- T _____ TELEPHONE UNDERGROUND LINE
- I _____ WATERMAIN PIPE
- or _____ DRAINTILE PIPE

KEY NOTES

- 1 STORM SEWER MANHOLE, SEE DETAIL 7/C501
- 2 STORM SEWER CATCH BASIN, SEE DETAIL 8/C501
- 3 OUTLET CONTROL STRUCTURE, SEE DETAIL 2/C502

UTILITY NOTES

- 1. It is the responsibility of the contractor to perform or coordinate all necessary utility connections and relocations from existing utility locations to the proposed building, as well as to all onsite amenities. These connections include but are not limited to water, sanitary sewer, cable TV, telephone, gas, electric, site lighting, etc.
- 2. All service connections shall be performed in accordance with state and local standard specifications for construction. Utility connections (sanitary sewer, watermain, and storm sewer) may require a permit from the City.
- 3. The contractor shall verify the elevations at proposed connections to existing utilities prior to any demolition or excavation.
- 4. The contractor shall notify all appropriate engineering departments and utility companies 72 hours prior to construction. All necessary precautions shall be made to avoid damage to existing utilities.
- 5. Storm sewer requires testing in accordance with Minnesota plumbing code 4714.1107 where located within 10 feet of waterlines or the building.
- 6. HDPE storm sewer piping shall meet ASTM F2306 and fittings shall meet ASTM D3212 joint pressure test. Installation shall meet ASTM C2321.
- 7. Maintain a minimum of 7 1/2' of cover over all water lines and sanitary sewer lines. Where 7 1/2' of cover is not provided, install 2" rigid polystyrene insulation (MN/DOT 3760) with a thermal resistance of at least 5 and a compressive strength of at least 25 psi. Insulation shall be 8" wide, centered over pipe with 6" sand cushion between pipe and insulation. Where depth is less than 5', use 4" of insulation.
- 8. Install water lines 12" above sewers. Where the sewer is less than 12" below the water line (or above), install sewer piping of materials approved for inside building use for 10 feet on each side of the crossing.
- 9. Pressure test and disinfect all new watermains in accordance with state and local requirements.
- 10. A structure adjustment shall include removing and salvaging the existing casting assembly, removing existing concrete rings to the precast section. Install new rings and salvaged casting to proposed grades, cleaning casting flange by mechanical means to insure a sound surface and install an external chimney seal from casting to precast section. Chimney seals shall be Infi-Shield Uni-Band or an approved equal.

TWC

TERWISSCHA

CONSTRUCTION, INC.

1550 WILLMAR AVENUE S.E.

WILLMAR, MINNESOTA 56201

320.235.1664 FAX 320.235.3137

Larson

Engineering, Inc.

3524 Labore Road

White Bear Lake, MN 55110

651.481.9120 (F) 651.481.9201

www.larsonengr.com

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LAKEVILLE FAMILY

PET CLINIC

OUTLOT A - LAKEVILLE, MN 55044

I hereby certify that this plan, specifications or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota.

Tory Kraftson

Tory Kraftson, P.E.

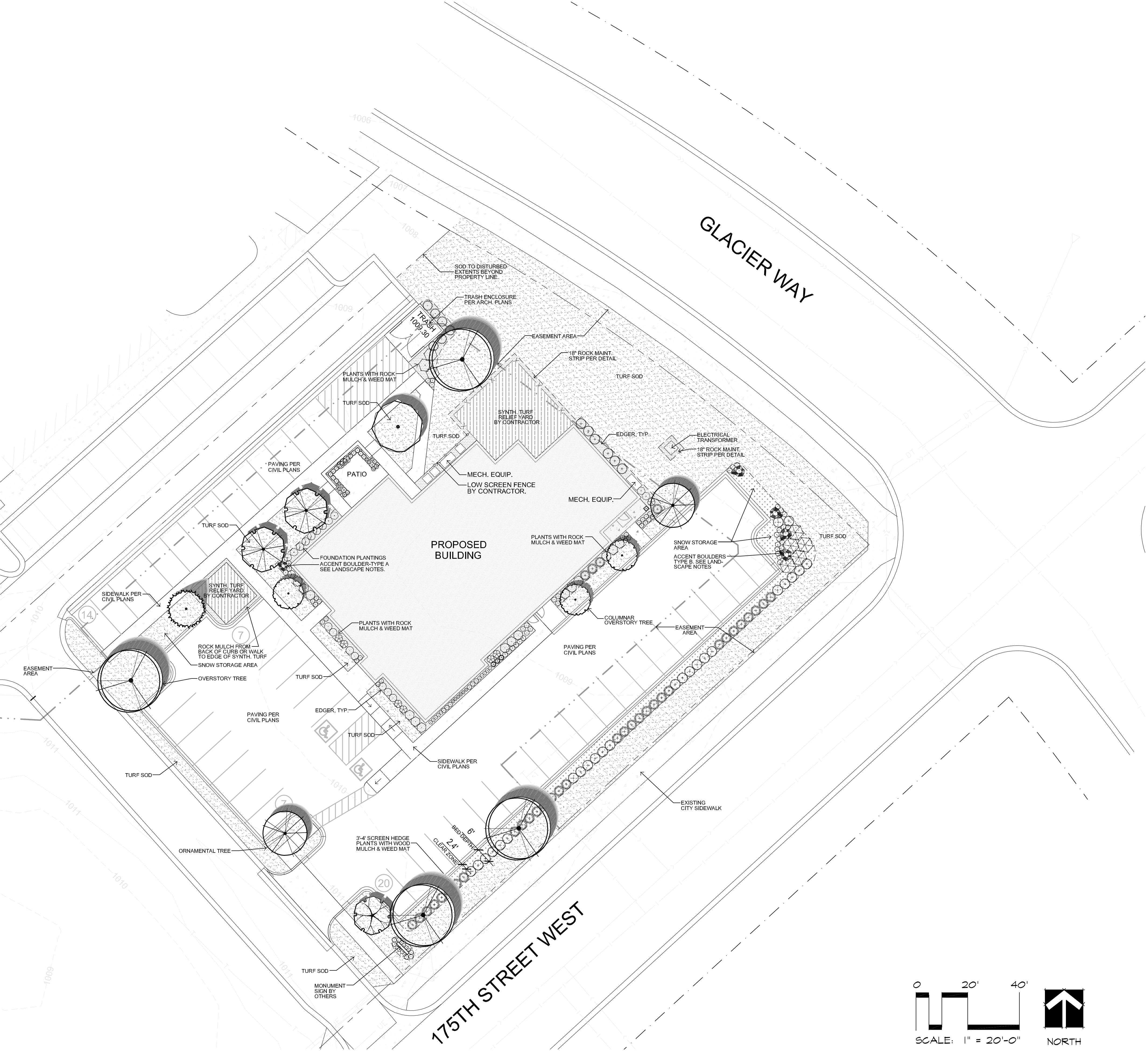
Date: 06.09.2025 Lic. No.: 41371

© TerWisscha Construction Inc		
PROJ. NO:	12246081	
DRAWN BY:	MJW	
CHECKED BY:	MJW	
ISSUE SCHEDULE		
NO.	DESCRIPTION	DATE

REVISION SCHEDULE		
NO.	DESCRIPTION	DATE
1	Stormwater Added	03-12-25
2	City Comments	05-15-25
3	City Comments	06-09-25

UTILITY PLAN

C400



LANDSCAPE PLAN:

City of Lakeville Landscape Requirements:

Value
Assumed Construction Budget: \$5,000,000
Minimum Required Landscape Value: 1% = \$50,000

Parking Lot Screening
A continuous opaque barrier with a maximum height of 36" shall be provided along the perimeter abutting public rights-of-way and residentially zoned properties that consists of plantings, hedges, decorative or ornamental fences, walls or earth berms or any combination thereof.

Landscaping shall be set back 2' from parking stalls to allow parking of vehicles without extending over the landscaped area.

Plant Material Minimum Sizing
2.5" Shade Tree
2" Ornamental Tree
6" Coniferous Tree
24"-36" Hedge Shrub
18"-24" Low Growing Shrub

Spacing
Tree centers shall not be located closer than 10' from the fence or property line
Shrub centers shall not be located closer than 5' from the fence or property line

Irrigation
A permanent irrigation system with an automatic controller is required as dictated by city code

Landscape Legend:

- New Turf Sod
- Wood Mulch per Landscape Notes
- Rock Mulch per Landscape Notes
- Edger per Landscape Notes

General Notes:

- See Civil Engineer's plans for site plan layout and dimensions.
- Contractor to coordinate any work in the city right-of-way with City of Lakeville Public Works Department.
- See Architect's plans for additional requirements regarding the site plan layout.
- Place a minimum of 4" topsoil or slope dressing on all areas disturbed by construction, including right-of-way boulevards, unless specified otherwise.
- See Civil Engineer's Plans for utility locations.
- Irrigation is required for this project. See notes on Sheet L200
- Refer to Sheet L200 for outcropping boulder information.



CALYX

DESIGN GROUP

Landscape Architecture | Planning

475 Cleveland Avenue N. | Suite 101A
St. Paul, MN 55104
Telephone: 651.788.9018
Internet: www.calyxdesigngroup.com

TWC
CONSTRUCTION

1550 WILLMAR AVENUE S.E.
WILLMAR, MN 56201

LAKEVILLE FAMILY
PET CLINIC

OUTLOT 'A'
LAKEVILLE, MN

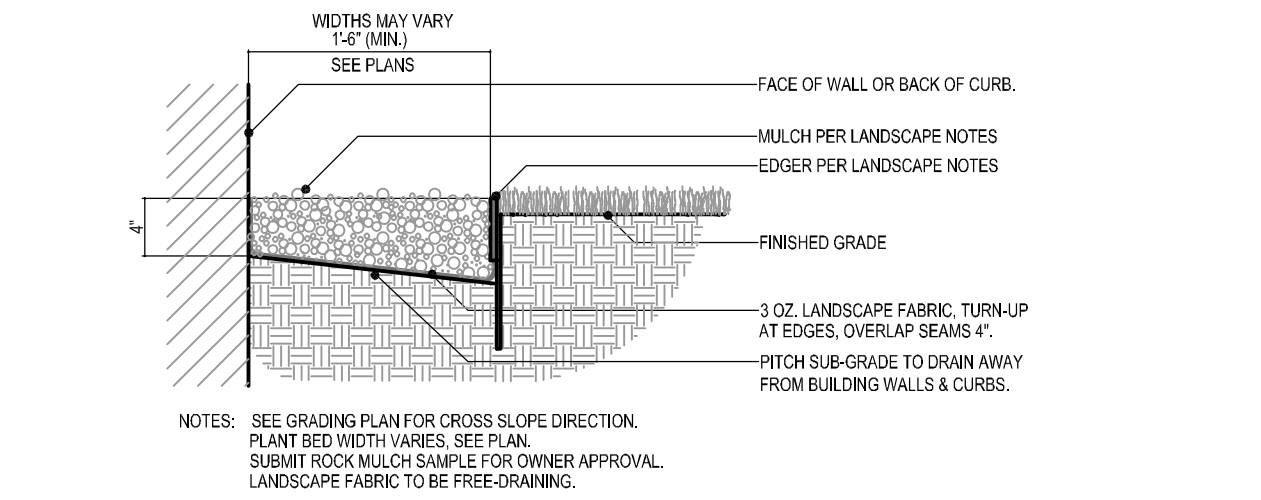
I hereby certify that this plan, specifications or report was prepared by me or under my direct supervision and that I am a duly licensed Landscape Architect in the State of Minnesota.

PRELIMINARY

Hartberg, PLA
Exp. 01-01-2025 Lic. No. 48094

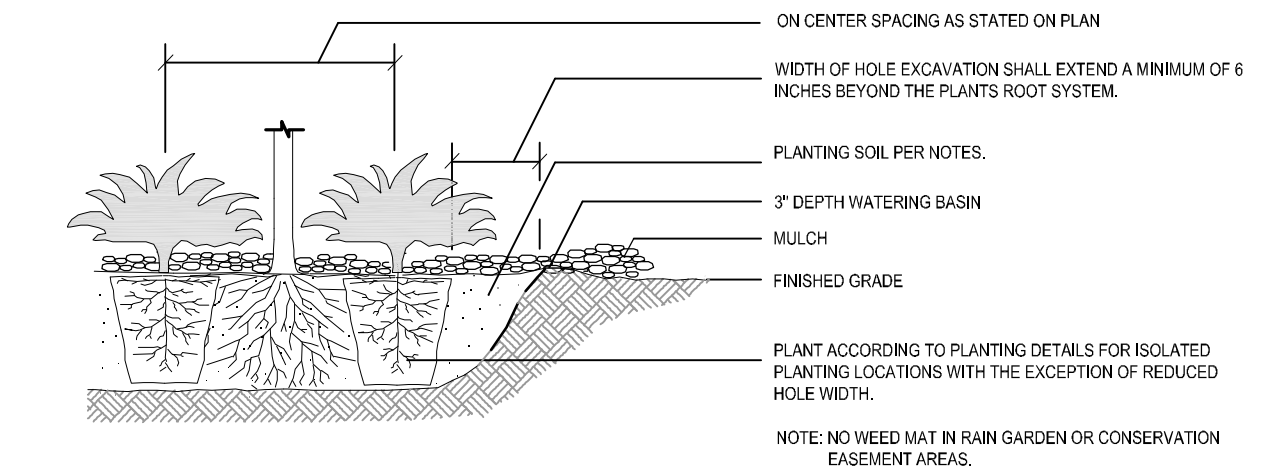
Rev.	Date	Description
Project #:	25-129	
Drawn By:	HL	
Checked By:	BH	
Issue Date:	05.08.2025	
Sheet Title:	PRELIMINARY LANDSCAPE PLAN	
Sheet:	L100	

EXHIBIT I



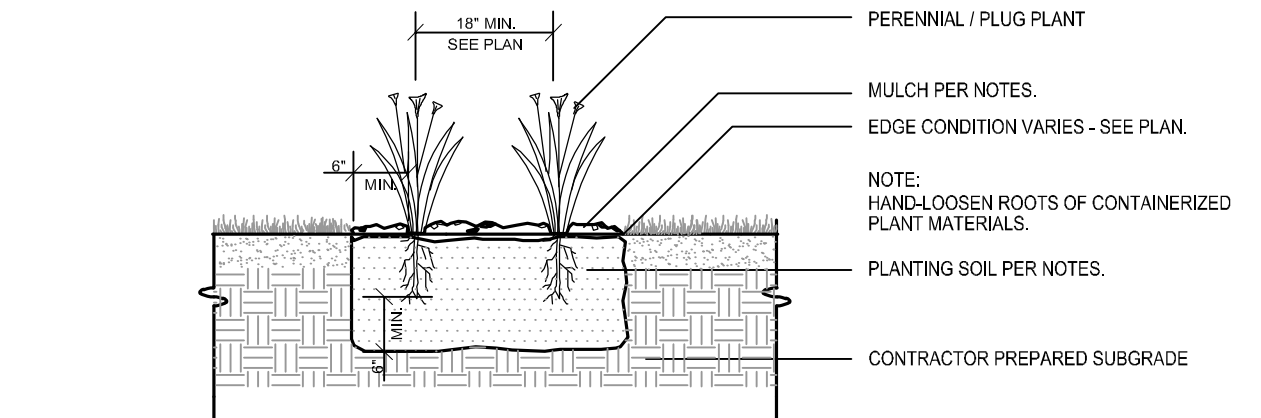
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NOT TO SCALE

MULCH DETAIL



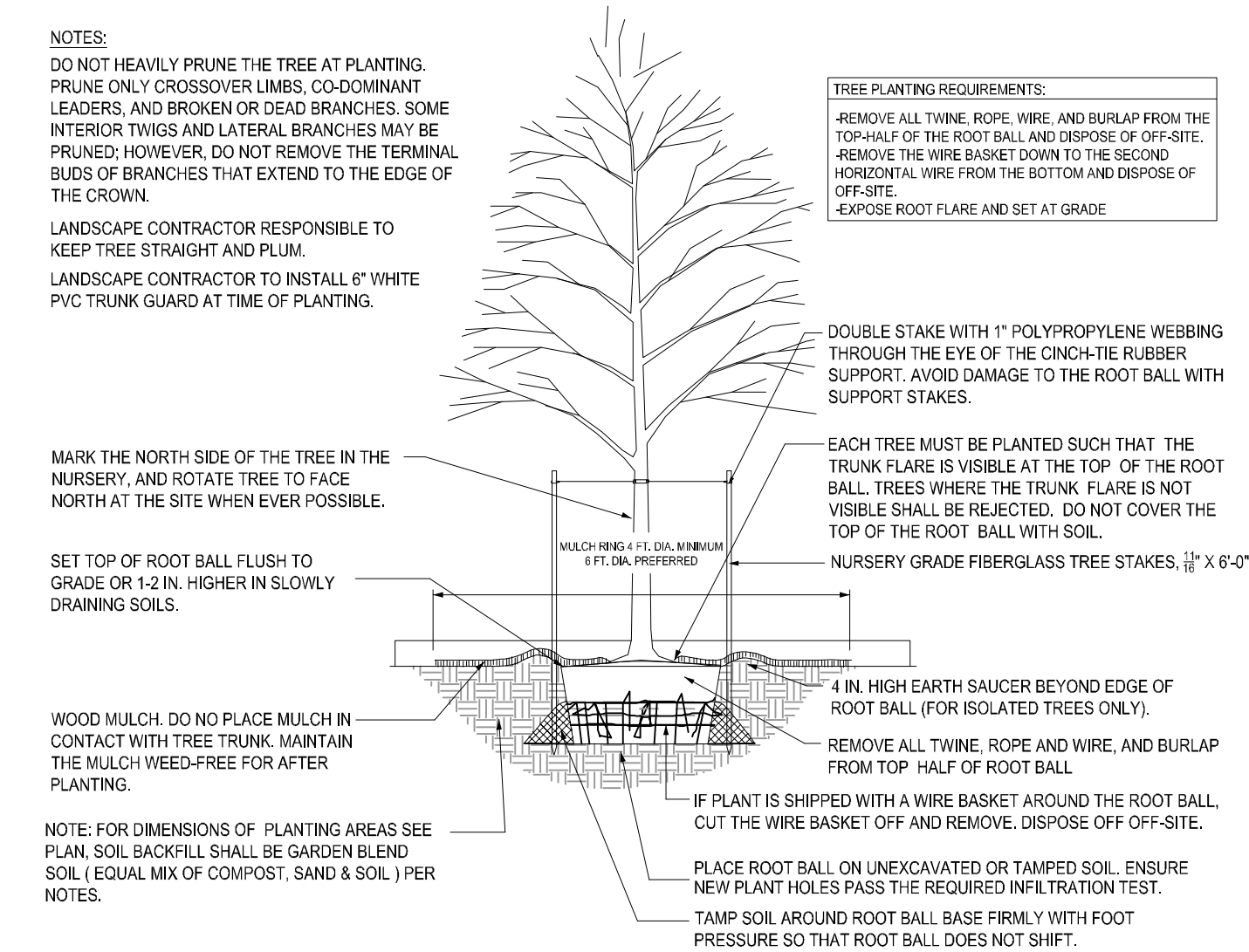
2
L1.2
NOT TO SCALE

TYP. SHRUB PLANTING - SECTION



3
L1.2
NOT TO SCALE

TYP. PERENNIAL PLANTING DETAIL



5
L1.2
NOT TO SCALE

DECIDUOUS TREE PLANTING - SECTION

Landscape Notes:

- Tree saucer for individual trees outside of a plant bed to be four inches (4") depth natural single-shred hardwood mulch for trees outside of a plant bed. Install per tree planting detail. Do not place mulch against tree trunk. Remove wire and burlap from top third of root ball before final soil back-fill and mulch.
- Refer to architectural plans for spot elevations, drainage, site dimensions, survey, tree removal, proposed utilities & erosion control.
- All plant material shall comply with the latest edition of the American Standard for Nursery Stock, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified.
- Plan takes precedence over plant schedule if discrepancies in quantities exist.
- All proposed plants shall be located and staked as shown.
- Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.
- The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours. Install plants and sod between April 15 and June 15 or between September 15 and October 30.
- The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
- If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission. Plant bed drainage concerns during plant installation shall be brought to the attention of the Owner and General Contractor immediately.
- Contractor shall establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.
- Contractor is responsible for ongoing maintenance of all newly installed material until time the end of the warranty period. Any acts of vandalism or damage which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.
- The contractor shall guarantee newly planted material through ONE calendar year from the date of written owner acceptance. Plants that exhibit more than 30% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and deer/rodent protection measures for the plantings during the warranty period. Prune dead wood at 11 month warranty review period - use wound paint on trees.
- This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.
- The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.
- Plant size & species substitutions must be approved in writing prior to acceptance in the field.
- Irrigation: A new irrigation system is required for the new landscape improvements shown. Refer to the irrigation layout plan for additional information.
- All edger shall be professional grade 16ga galvanized, perforated steel edger with rounded top edge, Coyote or Equal. Anchor every 18" on-center (minimum). Submit sample for Owner approval.
- Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.
- Mulch:** Rock mulch areas shall receive 4" depth of 1" dia. clean gray trap rock over weed mat. Submit mulch sample for Owner approval. Dresser or Equal. Install rock mulch 1" below back of curbs or walks to prevent spill-over. Do not mound rock mulch. Coordinate finished grade condition with earthwork subcontractor. Wood mulch areas shall receive 4" depth of Western Red Cedar wood mulch over weed mat.
- All planting, seeding, and sodded areas shall be prepared prior to installation activities with a harley power box rake or equal to provide a firm planting bed free of stones, sticks, construction debris, etc. Unless otherwise noted, fine grading (within 4" of set grade) shall be by the Landscape Contractor, including topsoil.
- Turf Sodding activity shall conform to all rules and regulations as established in the MnDOT Seeding Manual, 2024 edition, for seed bed preparation, installation, maintenance, acceptability, and warranty.
- The Landscape Contractor shall furnish samples of all landscape materials for approval prior to installation, if requested by Owner.
- The Landscape Contractor shall clear and grub the underbrush from within the work limits to remove dead branches, leaves, trash, weeds and foreign materials.
- The landscape contractor shall contact Gopher State One Call no less than 48 hours before digging for field utility locations.
- The landscape contractor shall be responsible for the removal of erosion control measures once vegetation has been established to the satisfaction of the municipal staff. This includes silt curtain fencing and sediment logs placed in the landscape.
- The landscape contractor shall be responsible for visiting the site to become familiar with the conditions prior to bidding and installation. Coordinate with the general contractor on matters such as fine grading, landscaped area conditions, staging areas, irrigation connection to building, etc.
- Topsoil Requirements: All graded areas of the site that are designated on the plan set for turf sod shall have no less than 4" of imported (or qualified stockpiled) topsoil, areas designated for shrubs, trees, and perennials shall have no less than 12" of imported top soil, meeting MnDOT classifications for topsoil & planting soil for trees, shrubs, and turf. Slope away from building. Soil Management Strategies (soil loosening to 12-inch depth and soil amendment in top 6-inch depth) must be completed prior to the installation of any irrigation system components, plantings, seeding, or sodding in specific landscape work areas.
- Landscape contractor must prove the open sub-grade of all planting areas after their excavation is capable of infiltrating a minimum requirement of 1/4-inch of water per hour prior to installation of plant materials, topsoil, irrigation, weed mat, and mulch. Planting areas not capable of meeting this requirement shall have 4" diameter X 48" depth holes augured every 36" on-center and filled with MnDOT Free-Draining Coarse Filter Aggregate. Re-test sub-grade percolation for compliance to infiltration minimum requirement.
- Landscape contractor to provide nursery pull list (bill of lading) including plant species and sizes shipped to the site. Additionally, the landscape contractor shall provide nursery stock traceability, proving none of the materials provided contain or are genetic strains of the neonicotinoid family including acetamiprid, clothianidin, imidacloprid, nitenpyram, nithiazine, thiacloprid and thiamethoxam.
- Boulders: Where noted on the plan, furnish and install the following natural outcropping stone boulders. Place flat-face down.
TYPE A: (1) Gray Trap Boulder, Approximately 3'X4'X24" Tall, Irregular Form
TYPE B: (4) Gray Trap Boulders, Approximately 4'X5'X30" Tall, Irregular Form
Field sort boulders from selection available from the supplier. Available at Rock Hard Landscape Supply, Burnsville, MN.



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
EVERGREEN TREES						
	PD	Picea glauca 'Densata'	Black Hills Spruce	6' Hgt.	B&B	1
ORNAMENTAL TREES						
	MP	Malus x 'Prairifire'	Prairifire Crab Apple	2" Cal.	B&B	1
	MS	Malus x 'Spring Snow'	Spring Snow Crab Apple	2" Cal.	B&B	2
	SI	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2" Cal.	B&B	2
OVERSTORY TREES						
	AS	Acer x freemanii 'Sienna'	Sienna Glen Maple	2.5" Cal.	B&B	4
	BP	Betula platyphylla 'Fargo'	Dakota Pinnacle Birch	2.5" Cal.	B&B	3
	GD2	Gleditsia triacanthos inermis 'Draves' TM	Street Keeper Honey Locust	2.5" Cal.	B&B	1
SHRUBS						
	Am	Aronia melanocarpa 'Morton' TM	Iroquois Beauty Black Chokeberry	5 gal.	Pot	31
	Cr3	Cornus sericea	Red Twig Dogwood	10 gal.	Pot	5
	Ci	Cornus stolonifera 'Red Gnome'	Red Gnome Dogwood	2 gal.	Pot	10
	DI	Diervilla lonicera	Dwarf Bush Honeysuckle	3 gal.	Pot	6
	Ha	Hydrangea paniculata 'SMLPQF'	Little Quick Fire Hydrangea	3 gal.	Pot	15
	Jf	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 gal.	Pot	36
	Ra	Ribes alpinum	Alpine Currant	5 gal.	Pot	3
	Ss4	Sorbaria sorbifolia 'Sem'	Sem Ash Leaf Spirea	2 gal.	Pot	6
	Sc	Syringa x 'SMNJRPJ'	Bloomerang® Dwarf Purple Lilac	2 gal.	Pot	7
	Tv	Thuja occidentalis 'Cats Eye'	Cat's Eye Arborvitae	6' Hgt	B&B	6
	Wr	Weigela florida 'Rumba'	Rumba Weigela	2 gal.	Pot	3
ANNUALS/PERENNIALS						
	Ed	Echinacea purpurea 'Doubledecker'	Doubledecker Purple Coneflower	1 gal.	Pot	15
	Nw	Nepeta x faassenii 'Walkers Low'	Walkers Low Catmint	1 gal.	Pot	2
	Rg2	Rudbeckia fulgida 'Goldstrum'	Black Eyed Susan	1 gal.	Pot	12
	Sa2	Sedum x 'Autumn Joy'	Autumn Joy Sedum	1 gal.	Pot	22
GRASSES						
	Ck	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal.	Pot	48
	Mk	Miscanthus sinensis 'Kleine Fontaine'	Kleine Fontaine Eulalia Grass	1 gal.	Pot	24

CALYX

DESIGN GROUP

Landscape Architecture | Planning

475 Cleveland Avenue N. | Suite 101A
St. Paul, MN 55104
Telephone: 651.788.9018
Internet: www.calyxdesigngroup.com

Client:

TWC

CONSTRUCTION

1550 WILLMAR AVENUE S.E.
WILLMAR, MN 56201

Project Title:

LAKEVILLE FAMILY

PET CLINIC

OUTLOT 'A'

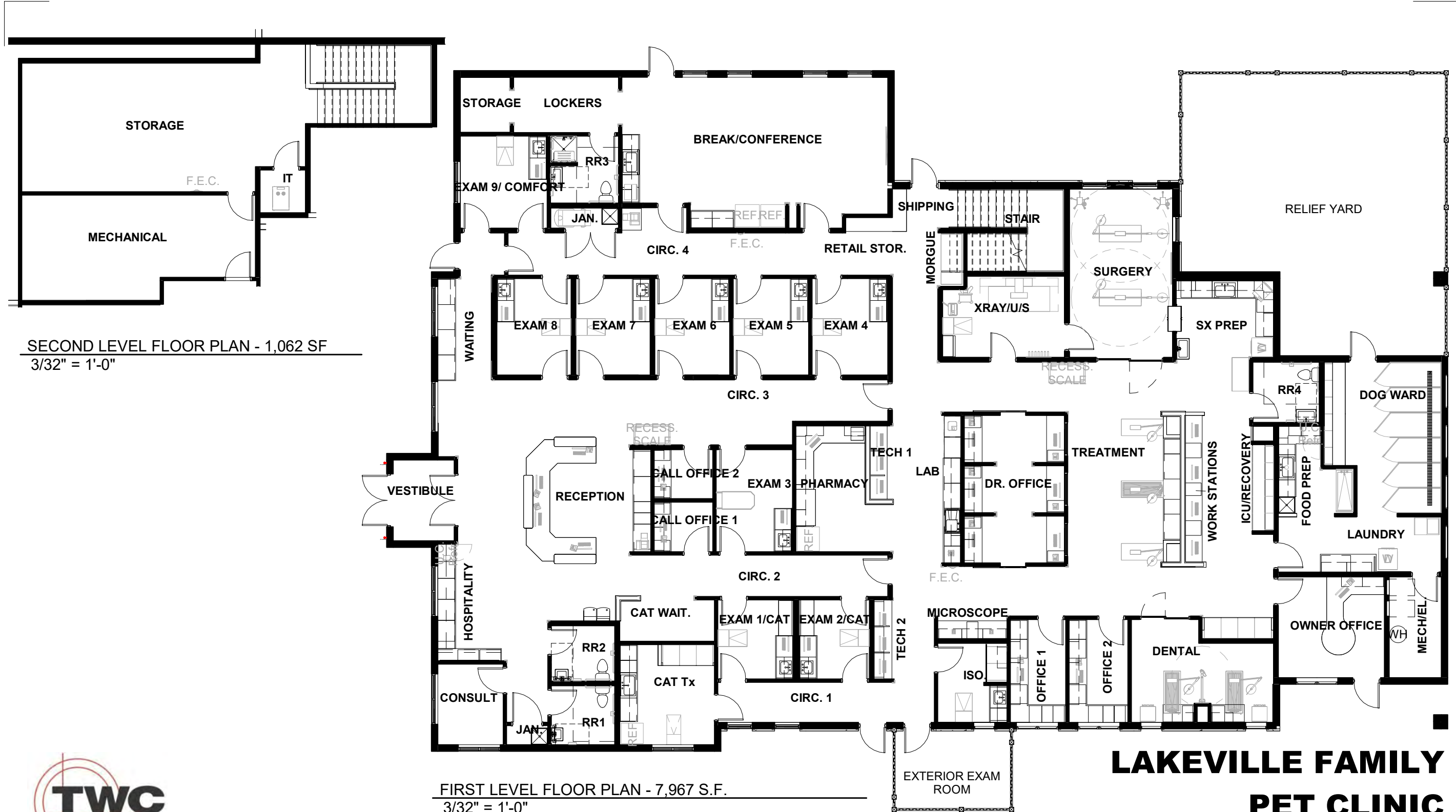
LAKEVILLE, MN

I hereby certify that this plan, specifications or report was prepared by me or under my direct supervision and that I am a duly licensed Landscape Architect in the State of Minnesota.

Robert J. Hartberg, PLA
Exp. 01-01-2025 Lic. No. 48094

Rev.	Date	Description
Project #:	25-129	
Drawn By:	HL	
Checked By:	BH	
Issue Date:	05.08.2025	
Sheet Title:		
LANDSCAPE DETAILS		
Sheet:		

L200



1550 WILLMAR AVENUE S.E.
 WILLMAR, MINNESOTA 56201
 320.235.1664 FAX 320.235.3137
 DESIGN BY: BRH

LAKEVILLE FAMILY PET CLINIC

OUTLOT A - LAKEVILLE, MN 55044
 05/05/2025
 PRESENTATION FIRST FLOOR PLAN

EXHIBIT K

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EAST VIEW



ENTRY VIEW



SOUTH VIEW



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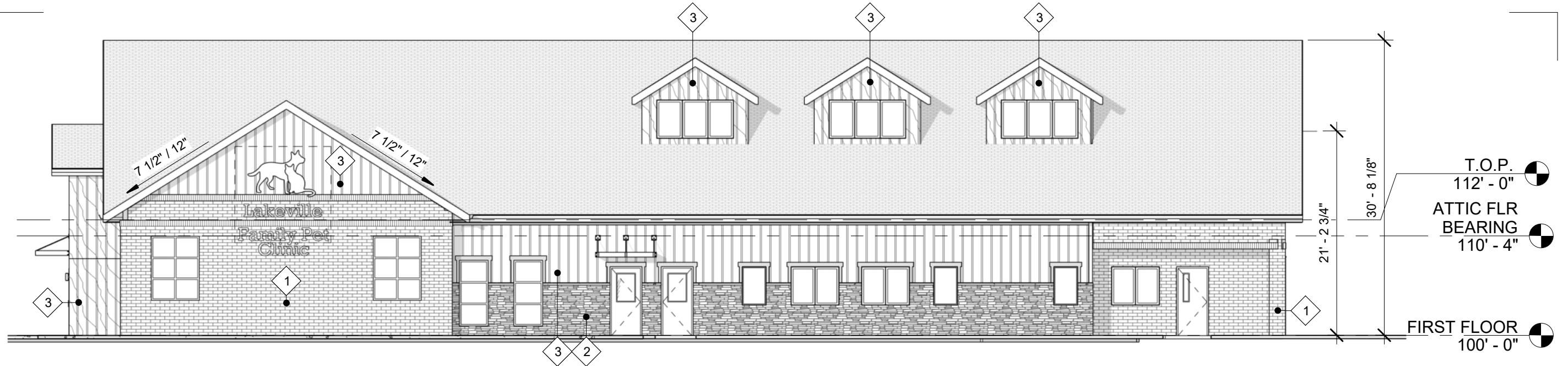
OUTLOT A - LAKEVILLE, MN 55044

05/05/2025

PRESENTATION 3D VIEWS

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SOUTH - MATERIAL CALCULATIONS
1" = 10'-0"



WEST - MATERIAL CALCULATIONS
1" = 10'-0"

EXTERIOR MATERIAL LEGEND

1		THIN BRICK - CLASS A MANUF: CREATIVE MINES STYLE: WAREHOUSE BRICK COLOR: SHADOW DANCE
2		MANUF. STONE - CLASS A MANUF: TBD SIZE: TBD COLOR: TBD
3		SIDING - NICHHA - CLASS C MANUF: NICHHA SIZE: TBD COLOR: REDWOOD
4		SIDING - VERTICAL - CLASS C MANUF: LP SMARTSIDE COLOR: RAPIDS BLUE
		ROOFING # - ASPHALT SHINGLES

WEST ELEVATION

CLASS A:	GLASS	315
	BRICK/STONE	778
CLASS C:	SIDING	391
WALL SF:		1484

EAST ELEVATION

CLASS A:	GLASS	52
	BRICK/STONE	970
CLASS C:	SIDING	495
WALL SF:		1517

SOUTH ELEVATION

CLASS A:	GLASS	317
	BRICK/STONE	982
CLASS C:	SIDING	734
WALL SF:		2033

NORTH ELEVATION

CLASS A:	GLASS	230
	BRICK/STONE	1174
CLASS C:	SIDING	921
WALL SF:		2325

4,818 CLASS A TOTAL SF
2,541 CLASS C TOTAL SF
7,359 WALL TOTAL SF

65.47% CLASS A
34.53% CLASS C



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WILLMAR, MINNESOTA 56201
320.235.1664 FAX 320.235.3137
DESIGN BY: BRH

LAKEVILLE FAMILY PET CLINIC

OUTLOT A - LAKEVILLE, MN 55044

05/05/2025

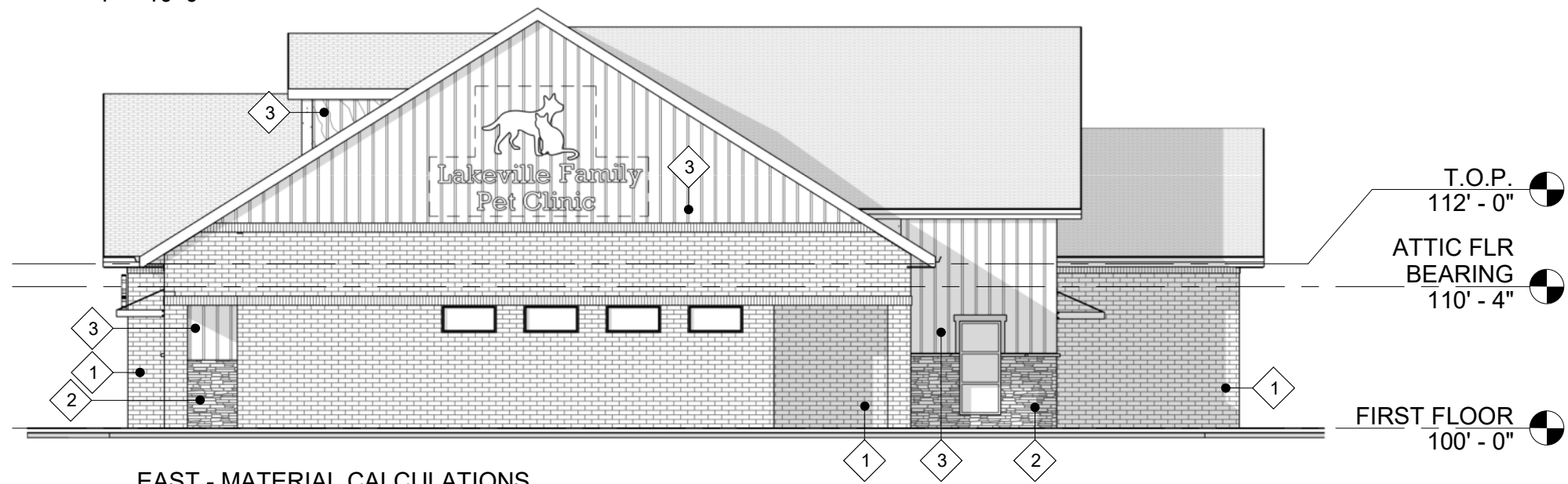
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NORTH - MATERIAL CALCULATIONS

1" = 10'-0"



EAST - MATERIAL CALCULATIONS

1" = 10'-0"

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		ROOFING # - ASPHALT SHINGLES

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4,818 CLASS A TOTAL SF
2,541 CLASS C TOTAL SF
7,359 WALL TOTAL SF

65.47% CLASS A
34.53% CLASS C



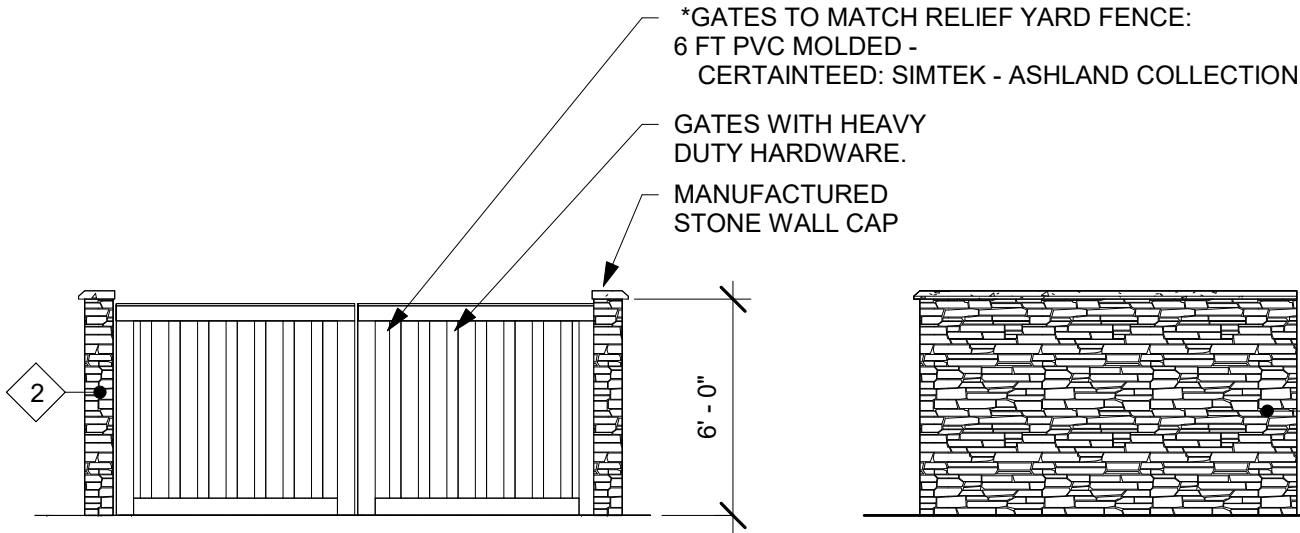
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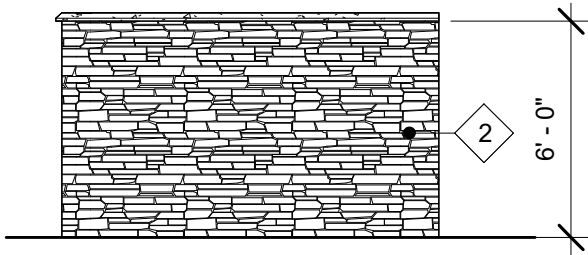
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PRESENTATION ELEVATIONS

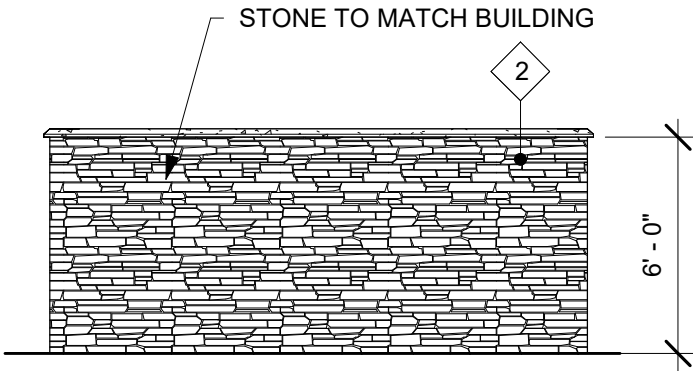
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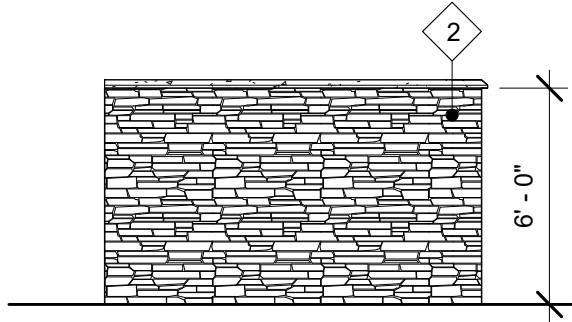
PRES-TRASH ENCLOSURE ELEV. 1
3/16" = 1'-0"



PRES-TRASH ENCLOSURE ELEV. 2
3/16" = 1'-0"



PRES-TRASH ENCLOSURE ELEV. 3
3/16" = 1'-0"



PRES-TRASH ENCLOSURE ELEV. 4
3/16" = 1'-0"

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**LAKEVILLE FAMILY
PET CLINIC**

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PRESENTATION ELEVATIONS



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