



AGENDA CITY COUNCIL MEETING

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

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

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. National Night Out Proclamation
 - b. Taste of Lakeville 2025
 - c. Public Works Quarterly Report
 - d. Liquor Department Mid-Year Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 07/07/2025 City Council Meeting
 - c. Grant Agreements with Dakota County
for Aquatic Invasive Species Program Funding Assistance
 - d. Acceptance of Donation from Niagara Bottling, LLC
 - e. Ordinance Amending Title 7, Public Ways and Property, Chapter 17 and Summary
Ordinance for Publication
 - f. First Amendment to Joint Powers Agreement With Dakota County
to Operate Residential Organics Drop-Off Site
 - g. Supplemental Agreement for the 2026 Miscellaneous Improvement Project and Street
Rehabilitation Projects, City Projects 26-01 & 26-02
 - h. Approval of Professional Services Agreement with Abijah's on the Backside, LLC

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- i. Interstate South Logistics Park Alternative Urban Areawide Review Update
 - j. Reserve at Cedar Creek Final Plat
 - k. Crossroads East Third Addition Stormwater Maintenance Agreement
 - l. Proposal from Bailey Pottery Equipment Corporation & Ceramic Supply for the Purchase of a Gas Kiln
- 7. Action Items
 - 8. Unfinished Business
 - 9. New Business
 - 10. Announcements
 - a. Next Work Session July 28, 2025
 - b. Next City Council Meeting August 4, 2025
 - 11. Adjourn



Date: 7/21/2025

Check Register Summary

Proposed Action

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

Overview

Checks	326502- 326627	\$1,187,937.43
ACH/EFT	21253- 21435	\$2,796,525.34
Total		\$3,984,462.77

The City Council receives a list of expenditures paid (claims detail), which is available to the public upon request. The City serves as the fiscal agent for Lakeville Arenas and Dakota 911 and processes their accounts payable invoices and payments - these amounts are not included in the total above.

Supporting Information

1. 07.01.25CKSUM-ACH-EFT
2. 07.01.25CKSUM-Checks
3. Check Register 07.01.25 for July 21, 2025 Council Mtg - ACH-EFT
4. Check Register 07.01.25 for July 21, 2025 Council Mtg - Checks

Financial Impact: \$3,984,462.77 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	294,715.12
2000 COMMUNICATIONS FUND	1,801.00
4000 BUILDING FUND	63,159.53
4100 EQUIPMENT FUND	7,201.52
4200 PARK DEDICATION FUND	69,657.02
4500 PARK IMPROVEMENT FUND	78,526.74
4710 2023A PARK BONDS	828.20
4720 2024A PARK BONDS	28,510.79
5200 STATE AID CONSTRUCTION FUND	9,188.44
5300 PAVEMENT MANAGEMENT FUND	5,915.37
5500 WATER TRUNK FUND	12,535.55
5600 SANITARY SEWER TRUNK FUND	2,221.05
6589 22-24 AIRLAKE 70 IMPROVEMENT	5,481.25
6596 24-03 COLLECTOR RD REHAB	584.50
6597 2025 STREET PROJECTS	15,328.85
7450 ENVIRONMENTAL RESOURCES FUND	14,615.58
7550 UTILITY FISCAL ADMINISTRATION	49.50
7600 WATER FUND	26,506.04
7700 SEWER FUND	5,714.69
7800 LIQUOR FUND	544,020.98
8000 ESCROW FUND	648.75
8910 ESCROW - DCA/SECTION 125	3,208.86
8970 LAKEVILLE ARENAS - OPERATIONS	8.25
9800 PAYROLL CLEARING FUND	1,606,097.76
Report Total:	2,796,525.34

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	133,023.95
2000 COMMUNICATIONS FUND	79.90
3125 2025A FIRST CENTER	813.00
4000 BUILDING FUND	514,442.24
4100 EQUIPMENT FUND	2,729.27
4125 TECHNOLOGY FUND	1,099.99
4500 PARK IMPROVEMENT FUND	20,982.82
4710 2023A PARK BONDS	131,000.19
4720 2024A PARK BONDS	85,311.30
5200 STATE AID CONSTRUCTION FUND	3,915.00
5300 PAVEMENT MANAGEMENT FUND	591.42
7450 ENVIRONMENTAL RESOURCES FUND	12,713.52
7575 STREET LIGHTING FUND	1,101.75
7600 WATER FUND	16,028.08
7700 SEWER FUND	10,214.86
7800 LIQUOR FUND	177,221.12
7900 MUNICIPAL RESERVES FUND	4,669.02
8000 ESCROW FUND	72,000.00
Report Total:	1,187,937.43



MINUTES CITY COUNCIL MEETING

**July 7, 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

6. Consent Agenda

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

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

- a. **Check Register Summary**
- b. **Minutes of the 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**
- 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

Paul Tucci, SMNPT 1, LLC, has 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).

Community Development Director Tina Goodroad provided the staff report. The requests include a preliminary plat for 3.74 acres, comprising one commercial lot and two outlots, a planned unit development amendment to add 0.14 acres of land zoned C-3, General Commercial District, to the Heritage Commons PUD, and a conditional use permit for two convenience restaurants. Chipotle and Starbucks are proposed on Lot 1 (1.38 acres). A public hearing was held during the June 26, 2025, Planning Commission

meeting, and no comments were received from the public. The Planning Commission unanimously recommended approval of the applications, subject to 11 stipulations.

The City Council asked questions related to parking, the drive-through, and the alignment of the outlet parcel road.

Motion was made by Wolter, seconded by Volk, 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.

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

b. Crossroads East Third Addition Preliminary and Final Plat and CUP

Brady Hickcox, LFPC Properties, has requested 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.

Community Development Director Tina Goodroad presented the staff report. 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 the City Council for approval. A public hearing was held on June 26, 2025, at the Planning Commission meeting, and there were no comments. The Planning Commission unanimously recommended approval of the project.

Motion was made by Bermel, seconded by Wolter, to approve the following resolution approving the Crossroads East Third Addition preliminary and final plat, and a conditional use permit for Lakeville Family Pet Clinic, and adopt the findings of fact. Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

8. Unfinished Business

None

9. New Business

None

10. Announcements

a. Next City Council Meeting July 21, 2025

b. Next Work Session July 28, 2025

11. Adjourn

Motion was made by Lee, seconded by Volk, to adjourn at 6:19 p.m.

City Council Meeting Minutes
July 7, 2025

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 7/21/2025

**Grant Agreements with Dakota County
for Aquatic Invasive Species Program Funding Assistance**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Grant Agreements with Dakota County for funding assistance of Aquatic Invasive Species 2025 prevention activities.

Overview

Dakota County operates an annual grant program to provide funding incentives for local Aquatic Invasive Species (AIS) related projects. The City was awarded funding for the following AIS prevention activities programmed for 2025:

- Level 1 Watercraft Inspections at Casperson Park (Lake Marion) and Orchard Lake Park (Orchard Lake); to be coordinated by Dakota County.
- AIS monitoring and Eurasian Watermilfoil Treatment on Lake Marion and Orchard Lake.

The estimated total project cost is \$69,085.00. The AIS Grants will reimburse the City \$45,774.50 of the project costs, consistent with the attached Agreements. The City's estimated net cost is \$23,310.50.

Grant Agreements (Dakota County Contract Nos. DCA22822 and DCA22826) are attached. Exhibit A (Dakota County AIS Grant Program Application), Exhibit B (City Applications), and Exhibit C (Insurance Terms) for the Agreements are available for review in the Engineering Division.

Supporting Information

1. Dakota County Contract DCA22822
2. Dakota County Contract DCA22826

Financial Impact: \$69,085.00 Budgeted: Yes Source: Utility Fund - Env. Resources Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Maria Friedges, Environmental Resources Specialist
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AQUATIC INVASIVE SPECIES AID GRANT AGREEMENT

This Grant Agreement (Agreement) is made and entered into by and between the County of Dakota, acting through its Environmental Resources Department (County) and the City of Lakeville (City).

RECITALS

WHEREAS, under Minn. Stat. §§ 373.01 and 477A.19 the County is empowered to enter into this Agreement;

WHEREAS, the County has received an appropriation from the State of Minnesota for Aquatic Invasive Species (AIS) Prevention Aid;

WHEREAS, pursuant to Minnesota Statute Section 477A.19, the County has authority to coordinate programs to manage and prevent the growth of aquatic invasive species with local units of government, soil and water conservation districts, watershed districts, or lake associations, in the County; and

WHEREAS, the City of Lakeville has proposed Aquatic Invasive Species Management Activities.

WHEREAS, the City agrees to perform AIS Management Activities described in this Agreement to the satisfaction of the County;

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the County and the City agree as follows:

AGREEMENT

1. **Parties.** The parties to this Agreement are the County and City, collectively referred to as the “parties”.
2. **Effective Date and Term.** Notwithstanding the dates of signatures of the parties to this Agreement, this Agreement shall be in effect from May 1, 2025 through December 31, 2025, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
3. **Purpose.** The purpose of this Agreement is to disburse Dakota County AIS Prevention Aid to the City for Aquatic Invasive Species prevention activities.
4. **City Obligations.**
 - A. City shall provide the Watercraft Inspections on Lake Marion and Orchard Lakes activities identified on the City’s proposal attached hereto as Exhibit A and as authorized by the County’s grant application approval attached as Exhibit B, both of which are incorporated herein by reference (the “AIS Management Activities”).
 - B. The City shall provide a cash match, in-kind contribution or combination thereof, demonstrating direct support to implement and complete the AIS Management Activities as shown on Exhibit A.

- C. The City shall acknowledge funding or services provided by the County in any promotional materials, signage, reports, publications, notices, or presentations related to activities conducted under this Agreement. This section shall survive the expiration or termination of this Agreement.

5. County Funding Obligation. The County agrees to reimburse the City in an amount not to exceed \$23,712.00 for costs incurred in conducting the AIS Management Activities. In its discretion, the County may provide initial funding for the full AIS Management Activities in the amount of \$24,960.00, provided that if it does so, the City shall reimburse the County for its required matching share in the amount of \$1,248.00 no later than December 1, 2025. Reimbursement to the City will be made only for those activities completed during the Agreement term and in conformance with this Agreement and Minn. Stat. § 477A.19. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of Aquatic Invasive Species Aid allocated to the County from the State may result in a like reduction to the City.

6. Reimbursement from the County.

- A. The City may claim reimbursement for expenditures incurred in connection with the performance of the AIS Management Activities that are eligible for reimbursement in accordance with this Agreement.
- B. The County will reimburse the City for authorized expenditures within 45 calendar days of the City's submission of invoices to the County. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by December 15, 2025. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that the amounts are consistent with the funds requested in the City's proposal attached as Exhibit A, that the City has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.
- C. All requests for reimbursement shall be made to:

Dakota County Environmental Resources Department
Attn: Katie Pata
14955 Galaxie Avenue
Apple Valley, MN 55124
Email: katie.pata@co.dakota.mn.us

7. Performance Reporting. Following completion of the AIS Management Activities and prior to December 15, 2025, the City shall submit a report to the County providing the information required by the County under the County's Aquatic Invasive Species Grant Program Guidelines. Timely submission of a completed report shall be a condition precedent to final payment of the City's reimbursement requests pursuant to this Agreement.

8. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only the authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement:

For the County:

Nikki Stewart, or successor, Director
Environmental Resources Department
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: 952-891-7554
Email: nikki.stewart@co.dakota.mn.us

For the Grantee:

Luke Hellier or successor, Mayor
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
Telephone: 952-985-4410
Email: lhellier@lakevillemn.gov

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

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated Authorized Representative under this Agreement, without necessitating an amendment of this Agreement.

- 9. Indemnification and Insurance.** Each party to this Agreement shall be liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. In the event of any claims or actions asserted or 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 City agrees to require all contractors or subcontractors hired to perform any work to complete the Services on the Project to maintain commercial general liability insurance in the amounts consistent with the minimum limits of coverage established by Minn. Stat. § 466.04 during the provisions of services under this Agreement. Each party warrants that they will carry minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466 through an insurance company, the League of Minnesota Cities Insurance Trust, or self-insurance program.
- 10. Government Data Practices.** All data collected, created, received, maintained, or disseminated for any purpose in the course of the City's performance of this Agreement are governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing the Act, as well as other applicable State statutes and Federal regulations on data privacy. The City agrees to abide by these statutes, rules and regulations and as the same may be amended from time to time.
- 11. Use of Contractors.** The City will engage contractors to perform 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.

If the City engages any contractors to perform any part of the activities, the City agrees that the contract for such services shall include the following provisions:

- (1) The contractor must maintain all records and provide all reporting as required by this Agreement.

- (2) The contractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- (3) The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and incorporated as Exhibit C, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.
- (4) The contractor must be an independent contractor for the purposes of completing the contracted work.
- (5) The contractor must acknowledge that the contract between the City and the contractor does not create any contractual relationship between County and the contractor.
- (6) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

12. Assignment, Amendments, Waiver and Complete Agreement.

- A. Assignment.** The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.
- B. Amendments.** Any amendment to this Agreement must be in writing and executed by the parties.
- C. Waiver.** If the County 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.
- D. Agreement Complete.** This Agreement and exhibits contain all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.

13. Audit. The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all books, records, papers or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.

- 14. Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
- 15. Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
- 16. Nondiscrimination.** The City agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the City agrees not to discriminate against any employee, applicant for employment, or participant in this Agreement because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.
- 17. Compliance with the Law.** The City agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations. The City is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
- 18. Default and Remedies.**
- A. Events of Default.** The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the City fails to fully comply with any material provision, term, or condition contained in this Agreement.
- B. Notice of Event of Default and Opportunity to Cure.** Upon the County's giving the City written notice of an event of default, the City shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the City is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the City shall propose in writing the actions that the City proposes to take, and the schedule required to cure the event of default.
- C. Remedies.** Upon the City's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:
1. The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
 2. The County may enforce any additional remedies it may have in law or equity.

3. The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the City. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. For purposes of termination and default, all days are calendar days.

19. **Non-Appropriation.** Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least at the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.

If the Agreement is terminated due to lack of funding from the State, the City shall only be entitled to the actual cost of Services rendered up to the date of termination. Alternatively, and in the County's sole discretion, if payment from the State to the County is decreased, the Parties may negotiate a decrease in the amount of AIS Management Activities to be provided under this Agreement and reduce the amount of funding to be provided by the County accordingly. Any such agreement to reduce AIS Management Activities and County funding obligations shall be incorporated into this Agreement by written amendment. The City agrees that the County's decision not to terminate shall be sufficient consideration for any modification of the Agreement.

20. **Compliance with DNR requirements.**

- A. Prior to conducting authorized watercraft inspections at water accesses, City must execute a Delegation Agreement with the Minnesota Department of Natural Resources (DNR).
- B. City must obtain a permit from the DNR prior to conducting invasive aquatic plant management activities.

21. **Severability.** Every section, provision or part of this Agreement is declared severable from every other section, provision or part thereof to the extent that if any sections, provision or part of this Agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

22. **Survival of terms.** The following clauses survive the expiration or termination of this Agreement: 4.C. Publicity; 9. Indemnification; 10. Government Data Practices; 13. Audits; 15. Governing Law, Jurisdiction and Venue.

23. **Electronic Signatures.** Each party agrees that 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.

Remainder of page intentionally blank. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

FOR DAKOTA COUNTY
(I represent and warrant that I am authorized to execute this contract on behalf of Dakota County.)

By: _____
Nikki Stewart, Director
Environmental Resources Department

Date of signature: _____

APPROVED AS TO FORM:

/s/ Tim Sime 6/27/25
Assistant County Attorney Date
County Attorney File No: KS-25-379

FOR THE CITY
(We represent and warrant that we are authorized by law to execute this contract and legally bind the City.)

By: _____
Luke Hellier, Mayor

Date of signature: _____

By: _____
_____, City Clerk

Date of signature: _____

Dakota County Resolution Number: 20-631

AQUATIC INVASIVE SPECIES AID GRANT AGREEMENT

This Grant Agreement (Agreement) is made and entered into by and between the County of Dakota, acting through its Environmental Resources Department (County) and the City of Lakeville (City).

RECITALS

WHEREAS, under Minn. Stat. §§ 373.01 and 477A.19 the County is empowered to enter into this Agreement;

WHEREAS, the County has received an appropriation from the State of Minnesota for Aquatic Invasive Species (AIS) Prevention Aid;

WHEREAS, pursuant to Minnesota Statute Section 477A.19, the County has authority to coordinate programs to manage and prevent the growth of aquatic invasive species with local units of government, soil and water conservation districts, watershed districts, or lake associations, in the County; and

WHEREAS, the City of Lakeville has proposed Aquatic Invasive Species Management Activities.

WHEREAS, the City agrees to perform AIS Management Activities described in this Agreement to the satisfaction of the County;

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the County and the City agree as follows:

AGREEMENT

1. **Parties.** The parties to this Agreement are the County and City, collectively referred to as the “parties”.
2. **Effective Date and Term.** Notwithstanding the dates of signatures of the parties to this Agreement, this Agreement shall be in effect from May 1, 2025 through December 31, 2025, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
3. **Purpose.** The purpose of this Agreement is to disburse Dakota County AIS Prevention Aid to the City for Aquatic Invasive Species prevention activities.
4. **City Obligations.**
 - A. City shall provide the Plant Surveys, Monitoring Work, Early Detection, and Eurasian Water Milfoil Treatment on the City’s proposal attached hereto as Exhibit A and as authorized by the County’s grant application approval attached as Exhibit B, both of which are incorporated herein by reference (the “AIS Management Activities”).
 - B. The City shall provide a cash match, in-kind contribution or combination thereof, demonstrating direct support to implement and complete the AIS Management Activities as shown on Exhibit A.

- C. The City shall acknowledge funding or services provided by the County in any promotional materials, signage, reports, publications, notices, or presentations related to activities conducted under this Agreement. This section shall survive the expiration or termination of this Agreement.

5. County Funding Obligation. The County agrees to reimburse the City in an amount not to exceed \$22,062.50 for costs incurred in conducting the AIS Management Activities. Reimbursement will be made only for those activities completed during the Agreement term and in conformance with this Agreement and Minn. Stat. § 477A.19. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of Aquatic Invasive Species Aid allocated to the County from the State may result in a like reduction to the City.

6. Reimbursement from the County.

- A. The City may claim reimbursement for expenditures incurred in connection with the performance of the AIS Management Activities that are eligible for reimbursement in accordance with this Agreement.
- B. The County will reimburse the City for authorized expenditures within 45 calendar days of the City's submission of invoices to the County. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by December 15, 2025. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that the amounts are consistent with the funds requested in the City's proposal attached as Exhibit A, that the City has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.
- C. All requests for reimbursement shall be made to:

Dakota County Environmental Resources Department
Attn: Katie Pata
14955 Galaxie Avenue
Apple Valley, MN 55124
Email: katie.pata@co.dakota.mn.us

- 7. Performance Reporting.** Following completion of the AIS Management Activities and prior to December 15, 2025, the City shall submit a report to the County providing the information required by the County under the County's Aquatic Invasive Species Grant Program Guidelines. Timely submission of a completed report shall be a condition precedent to final payment of the City's reimbursement requests pursuant to this Agreement.
- 8. Authorized Representatives.** The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only the authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement:

For the County:

Nikki Stewart, or successor, Director
Environmental Resources Department
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: 952-891-7554
Email: nikki.stewart@co.dakota.mn.us

For the Grantee:

Luke Hellier or successor, Mayor
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044
Telephone: 952-985-4410
Email: lhellier@lakevillemn.gov

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

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated Authorized Representative under this Agreement, without necessitating an amendment of this Agreement.

- 9. Indemnification and Insurance.** Each party to this Agreement shall be liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. In the event of any claims or actions asserted or 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 City agrees to require all contractors or subcontractors hired to perform any work to complete the Services on the Project to maintain commercial general liability insurance in the amounts consistent with the minimum limits of coverage established by Minn. Stat. § 466.04 during the provisions of services under this Agreement. Each party warrants that they will carry minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466 through an insurance company, the League of Minnesota Cities Insurance Trust, or self-insurance program.
- 10. Government Data Practices.** All data collected, created, received, maintained, or disseminated for any purpose in the course of the City's performance of this Agreement are governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing the Act, as well as other applicable State statutes and Federal regulations on data privacy. The City agrees to abide by these statutes, rules and regulations and as the same may be amended from time to time.
- 11. Use of Contractors.** The City will engage contractors to perform 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.

If the City engages any contractors to perform any part of the activities, the City agrees that the contract for such services shall include the following provisions:

- (1) The contractor must maintain all records and provide all reporting as required by this Agreement.

- (2) The contractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- (3) The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and incorporated as Exhibit C, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.
- (4) The contractor must be an independent contractor for the purposes of completing the contracted work.
- (5) The contractor must acknowledge that the contract between the City and the contractor does not create any contractual relationship between County and the contractor.
- (6) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

12. Assignment, Amendments, Waiver and Complete Agreement.

- A. Assignment.** The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.
- B. Amendments.** Any amendment to this Agreement must be in writing and executed by the parties.
- C. Waiver.** If the County 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.
- D. Agreement Complete.** This Agreement and exhibits contain all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.

13. Audit. The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all books, records, papers or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.

- 14. Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
- 15. Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
- 16. Nondiscrimination.** The City agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the City agrees not to discriminate against any employee, applicant for employment, or participant in this Agreement because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.
- 17. Compliance with the Law.** The City agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations. The City is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
- 18. Default and Remedies.**
- A. Events of Default.** The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the City fails to fully comply with any material provision, term, or condition contained in this Agreement.
- B. Notice of Event of Default and Opportunity to Cure.** Upon the County's giving the City written notice of an event of default, the City shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the City is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the City shall propose in writing the actions that the City proposes to take, and the schedule required to cure the event of default.
- C. Remedies.** Upon the City's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:
1. The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
 2. The County may enforce any additional remedies it may have in law or equity.

3. The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the City. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. For purposes of termination and default, all days are calendar days.

19. **Non-Appropriation.** Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least at the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.

If the Agreement is terminated due to lack of funding from the State, the City shall only be entitled to the actual cost of Services rendered up to the date of termination. Alternatively, and in the County's sole discretion, if payment from the State to the County is decreased, the Parties may negotiate a decrease in the amount of AIS Management Activities to be provided under this Agreement and reduce the amount of funding to be provided by the County accordingly. Any such agreement to reduce AIS Management Activities and County funding obligations shall be incorporated into this Agreement by written amendment. The City agrees that the County's decision not to terminate shall be sufficient consideration for any modification of the Agreement.

20. **Compliance with DNR requirements.**

- A. Prior to conducting authorized watercraft inspections at water accesses, City must execute a Delegation Agreement with the Minnesota Department of Natural Resources (DNR).
- B. City must obtain a permit from the DNR prior to conducting invasive aquatic plant management activities.

21. **Severability.** Every section, provision or part of this Agreement is declared severable from every other section, provision or part thereof to the extent that if any sections, provision or part of this Agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

22. **Survival of terms.** The following clauses survive the expiration or termination of this Agreement: 4.C. Publicity; 9. Indemnification; 10. Government Data Practices; 13. Audits; 15. Governing Law, Jurisdiction and Venue.

23. **Electronic Signatures.** Each party agrees that 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.

Remainder of page intentionally blank. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

FOR DAKOTA COUNTY
(I represent and warrant that I am authorized to execute this contract on behalf of Dakota County.)

By: _____
Nikki Stewart, Director
Environmental Resources Department

Date of signature: _____

APPROVED AS TO FORM:

/s/ Tim Sime 6/27/25
Assistant County Attorney Date
County Attorney File No: KS-25-380

FOR THE CITY
(We represent and warrant that we are authorized by law to execute this contract and legally bind the City.)

By: _____
Luke Hellier, Mayor

Date of signature: _____

By: _____
_____, City Clerk

Date of signature: _____

Dakota County Resolution Number: 20-631



Date: 7/21/2025

Acceptance of Donation from Niagara Bottling, LLC

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution to accept a donation of bottled water, valued at \$1,600.00 from Niagara Bottling, LLC to the Lakeville Fire Department.

Overview

Lakeville Fire Department was presented a donation of bottled water valued at \$1,600.00 from Niagara Bottling, LLC. The donation will be used to supply water at public events and emergency incidents.

Supporting Information

None

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

CITY OF LAKEVILLE

RESOLUTION NO. _____

ACCEPTANCE OF DONATION FROM NIAGARA BOTTLING, LLC

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

WHEREAS, the City of Lakeville's Fire Department has received a donation from Niagara Bottling, LLC valued in the amount of \$1,600.00; and

WHEREAS, the donation is beneficial to the fire department.

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

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

ADOPTED by the Lakeville City Council this 21st day of July 2025

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 7/21/2025

**Ordinance Amending Title 7, Public Ways and Property, Chapter 17 and Summary
Ordinance for Publication**

Proposed Action

Staff recommends adoption of the following motion: Move to approve an ordinance amending Title 7 of the City Code and summary ordinance for publication

Overview

Community Development Department staff recommends approval of an ordinance amending Title 7, Public Ways and Property of the City Code as presented. The proposed ordinance amending Title 7 creates a new chapter 17, Encroachments. The ordinance stipulates that it is a violation of code to conduct land disturbance activities or erect or place improvements, structures or buildings within city-owned easements, ROW, parcels, lots or outlots unless allowed by written agreement approved by the City Council. City staff have encountered numerous examples of landscaping, play structures, fire pits, etc., erected into city easements and outlots. This code will assist with the enforcement as we inspect properties that are encroaching on city land.

Supporting Information

1. Chapter 17 Encroachments-relined
2. Chapter 17 Encroachments-clean
3. Summary For Publication

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Tina Goodroad, Community Development Director

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

ORDINANCE AMENDING TITLE 7, PUBLIC WAYS AND PROPERTY
OF THE CITY CODE
CONCERNING THE REGULATION OF ENCROACHMENTS

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Title 7 of the Lakeville City Code is hereby amended to add chapter 17 to read as follows:

CHAPTER 17
ENCROACHMENTS

Section:

7-17-1: Encroachments Generally

7-17-1: ENCROACHMENTS GENERALLY: It is a violation of this code for any person other than the City or its authorized representatives to conduct land disturbance activities or to erect and/or place any improvements, materials, structure or building upon City owned easements, right-of-way, parcels, lots, or outlots except as may be allowed by this code or by written agreement approved by the City Council.

Section 14. This Ordinance shall be effective immediately upon its passage and publication according to law.

ADOPTED by the Lakeville City Council this 21st day of July 2025.

CITY OF LAKEVILLE

BY: _____

Luke Hellier, Mayor

ATTEST

BY: _____

Taylor Snider, Deputy City Clerk

ORDINANCE NO. _____

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**ORDINANCE AMENDING TITLE 7, PUBLIC WAYS AND PROPERTY
OF THE CITY CODE
CONCERNING THE REGULATION OF ENCROACHMENTS**

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Title 7 of the Lakeville City Code is hereby amended to add chapter 17 to read as follows:

**CHAPTER 17
ENCROACHMENTS**

Section:

7-17-1: Encroachments Generally

7-17-1: ENCROACHMENTS GENERALLY: It is a violation of this code for any person other than the City or its authorized representatives to conduct land disturbance activities or to erect and/or place any improvements, materials, structure or building upon City owned easements, right-of-way, parcels, lots, or outlots except as may be allowed by this code or by written agreement approved by the City Council.

Section 14. This Ordinance shall be effective immediately upon its passage and publication according to law.

ADOPTED by the Lakeville City Council this 21st day of July 2025.

CITY OF LAKEVILLE

BY: _____

Luke Hellier, Mayor

ATTEST

BY: _____

Taylor Snider, Deputy City Clerk

SUMMARY ORDINANCE NO.

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

**AN ORDINANCE AMENDING TITLE 7, PUBLIC WAYS AND PROPERTY
OF THE LAKEVILLE CITY CODE**

This ordinance amends Title 7 of the Lakeville City Code. An amendment has been made to add chapter 17:

Title 7, Chapter 17 (Encroachments)

A printed copy of the entire ordinance is available for inspection by any person during the City Clerk's regular office hours.

Approved for publication by the City Council of the City of Lakeville, Minnesota this 21st day of July 2025.

CITY OF LAKEVILLE

BY: _____
Luke Hellier, Mayor

ATTEST:

Taylor Snider, Deputy City Clerk



Date: 7/21/2025

**First Amendment to Joint Powers Agreement With Dakota County
to Operate Residential Organics Drop-Off Site**

Proposed Action

Staff recommends adoption of the following motion: Move to approve the First Amendment to the Joint Powers Agreement with Dakota County to Construct and Operate the Residential Organics Drop-Off Site.

Overview

The City and Dakota County partnered to construct a residential organics drop-off site at the Lakeville Water Treatment Facility in 2019. The City Council approved the Joint Powers Agreement (JPA) with the County on April 15, 2019, and August 5, 2019, establishing City and County responsibilities and cost participation through December 31, 2025.

The first amendment extends the term of the JPA an additional five years (until December 31, 2030) and increases the funding amount allocated to the City from the County by an additional \$73,000. The additional funding will support the City's continued operation of the residential organics drop-off site.

Supporting Information

1. 2025.07.21 First Amendment to Joint Powers Agreement (Dakota County Contract 31649.1)

Financial Impact: \$73,000 Budgeted: Yes Source: Dakota County Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Ann Messerschmidt, Environmental Resources Specialist II
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**FIRST AMENDMENT TO
JOINT POWERS AGREEMENT
BETWEEN THE COUNTY OF DAKOTA AND
THE CITY OF LAKEVILLE
TO CONSTRUCT AND OPERATE A RESIDENTIAL ORGANICS DROP-OFF SITE**

WHEREAS, effective August 9, 2019, the County of Dakota (County) and City of Lakeville ("Municipality") entered into a Joint Powers Agreement ("JPA") for the construction and operation of a residential food scraps drop-off site (formally known as organics drop-off site).

WHEREAS, the parties desire to amend the JPA to provide for an additional five (5) year term and reimbursement funding for the Municipality to continue operating the residential food scraps drop-off site during the term of the JPA; and

WHEREAS, the JPA provides that any amendments shall be valid only when expressed in writing and duly signed by authorized representatives of both parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. To amend Section 3 TERM to continue in effect until **December 31, 2030**.
2. To amend Section 6.1 FUNDING AMOUNT to increase the allocated reimbursement funding for the Municipality by \$73,000, for a total amount not to exceed **\$170,000** as set forth in Exhibit 1, as amended.
3. To replace Exhibit 1 with the following:

Exhibit 1
Allocated Funds
Eleven (11) – Year Term
Anticipated reimbursement amount for the City of Lakeville Organics Drop-Off Site

Item	Original JPA Allocation (2019 - 2025)	Amendment Increase (2026 - 2030)	Total Cost (2019 - 2030)
Enclosure Construction	\$45,384.50	\$0.00	\$45,384.50
Equipment and Supplies	\$1,237.00	\$0.00	\$1,237.00
Certified Compostable Bags	\$27,500.00	\$36,200.00	\$63,700.00
Hauling – Collection & Disposal	\$22,878.50	\$36,800.00	\$59,678.50
Total Reimbursement Amount	\$97,000.00	\$73,000.00	\$170,000.00

4. All other terms of the JPA between the County and City shall remain in full force and effect unless otherwise amended or terminated in accordance with law or the terms of the Contract.
5. In any case where this Amendment conflicts with the original JPA, this Amendment shall govern.

Remainder of this page intentionally left blank. Signature page follows.

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

COUNTY OF DAKOTA

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

CITY OF LAKEVILLE

Luke Hellier, Mayor
Date of Signature: _____

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

APPROVED AS TO FORM:

/s/ Tim Sime	7/9/25
Assistant County Attorney	Date
KS-18-541-1	
County Board Res. No. 25-303	



Date: 7/21/2025

Supplemental Agreement for the 2026 Miscellaneous Improvement Project and Street Rehabilitation Projects, City Projects 26-01 & 26-02

Proposed Action

Staff recommends adoption of the following motion: Move to 1) approve supplemental agreement for professional services with WSB for the 2026 Miscellaneous Project, City Project 26-01 and 2) approve supplemental agreement for professional services with WSB for the 2026 Street Rehabilitation Project, City Project 26-02.

Overview

The City of Lakeville's draft 2026–2030 Transportation Capital Improvement Plan includes annual pavement maintenance and local street reconstruction/rehabilitation projects, identified as City Projects 26-01 and 26-02.

For City Project 26-02, WSB will conduct field data collection and topographic surveys along 5.75 miles of local and collector streets programmed for rehabilitation and City staff will be responsible for completing all utility inspections. Using this combined data, WSB will prepare a preliminary engineering report detailing proposed improvements and associated costs. Upon completion of the report, WSB will develop final design plans and specifications in accordance with current City, ADA, and local regulatory standards, with the project anticipated to go out for bid in spring 2026. The attached proposal from WSB outlines the scope of services and estimated costs for professional engineering services in support of Project 26-02.

For the 2026 Miscellaneous Project (City Project 26-01), WSB will complete the necessary storm pond and sediment basin investigations, as well as prepare maintenance designs. The project also includes design work for the full reconstruction of 214th Street from Hamburg Avenue eastward. The proposed financing for this reconstruction would be through bonds issued under Minnesota Statutes, Chapter 429, with a portion of the project cost assessed to benefitting property owners adjacent to the street. As required by Chapter 429, an engineering feasibility report must be completed prior to the City Council adopting a resolution ordering the improvement. City staff will handle all remaining design responsibilities for Project 26-01, including data collection, topographic surveys along 2.8 miles of local roads scheduled for rehabilitation, utility inspections, final design, cost estimates, and preparation of project specifications. This project is also expected to go out for bid in spring 2026. WSB's proposal outlines the scope of services and estimated costs for their professional engineering support on this project.

City staff has reviewed both proposals and finds the scope of work and proposed costs to be reasonable and appropriate. WSB has successfully completed similar work for past City

reconstruction and rehabilitation projects, and their work has consistently met expectations.

Supporting Information

1. Supplemental Agreement for the 26-01 Miscellaneous Improvement Project
2. Supplemental Agreement for the 26-02 Street Rehabilitation Project

Financial Impact: \$500,511 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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July 21, 2025

Mr. Steve Ferraro
Public Works Coordinator
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

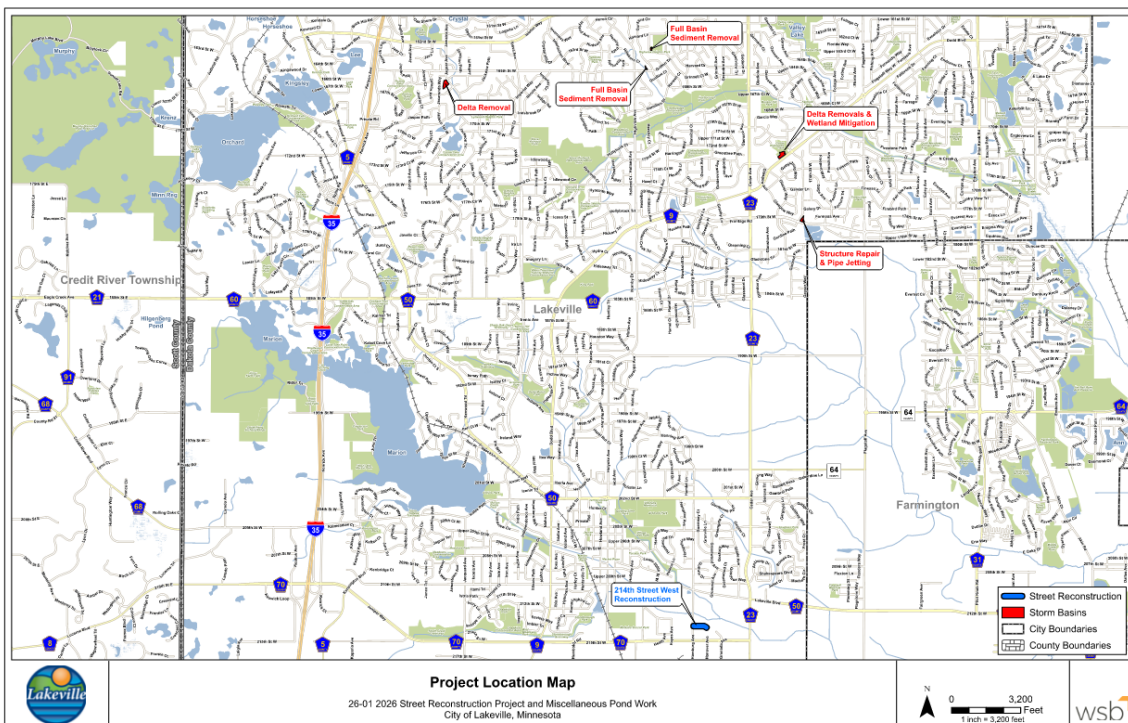
RE: Supplemental Agreement to Provide Professional Engineering Services, Topographic Survey, Feasibility Report Preparation, Final Design and Bidding Assistance, Construction Administration and Construction Staking
2026 Miscellaneous Roadway Improvement Project, CP 26-01

Dear Mr. Ferraro:

On behalf of WSB we are pleased to submit this Supplemental Agreement to our Professional Services Agreement, dated September 20, 2021, to provide engineering services to the City. Specifically, our services will include topographic survey, preparation of the project Feasibility Report for 214th Street and stormwater basin maintenance, final design and bidding support, construction administration support and construction staking for the 2026 Miscellaneous Roadway Improvement Project.

PROJECT UNDERSTANDING

The 2026 Miscellaneous Roadway Improvement Project is comprised of 214th Street West from Hamburg Avenue to the end of the cul de sac, and maintenance of six stormwater basins within the City of Lakeville. The projects are shown on the Project Location Map below.



The scope of the 2026 Street Reconstruction Project includes:

The urbanization and full reconstruction of 214th Street, which consists of pavement removals, subbase sand and aggregate base placement, concrete curb and gutter replacement and installation, and new pavement installation. The project will also replace and install commercial driveway aprons at all driveway access points. Public utility improvements include capacity analysis of the storm sewer system and storm sewer additions, and surface adjustments of the gate valves within the roadway and select repairs and installation of corrosion protection* for the watermain. Also, the pond work consists of a variety of delta removals and full basin sediment removals throughout the City of Lakeville.

**Corrosion protection refers to the replacement of watermain bolts and the addition of sacrificial anode bags at valves and hydrants.*

PROJECT APPROACH/SCOPE OF SERVICES

WSB's project scope and proposed tasks are based on our understanding of the project, and we propose the following scope of services:

Task 1 – Topographic Survey

WSB will complete the topographic survey for the areas identified as the 2026 Miscellaneous Roadway Improvement Project.

Initially, survey controls will be set up for the project area followed immediately by the topographic survey of the existing conditions within the road right-of-way. Topographic survey will include 100 feet of adjacent roadways that abut the project area. Storm sewer structures will include measure downs. All hydrants and exposed valves will also be surveyed.

Bathymetric survey for all ponds included in the project, which will be used for stormwater design.

It is also proposed to complete the Gopher State One Call locate request for maps as a part of the topographic survey work.

Task 2 – Feasibility Report

WSB will prepare a Feasibility Report for the 2026 Miscellaneous Roadway Improvement Project which will include:

- Water quality improvement recommendations for areas draining to natural resources.
- Sediment testing and memo for sediment disposal recommendation consistent with MPCA guidelines (lab fees will be passed on to the City, and are anticipated to be approximately \$300 per test)
- Bathymetric survey of three basins: one near Griffon Trail, one near Havelock Way, and one in Cedar Highlands Park. Also, bathymetry of deltas in the pond off Jaguar Ave and outlet repair recommendations in the pond off Gerdine Path

and 179th St.

- Feasibility Report text — Executive Summary, Existing Conditions, Proposed Improvements, Special Considerations, Cost Estimate/Financing, Preliminary Special Assessment Roll and Recommendations.
- Attend the Neighborhood Meeting for the Project
- Attend the Public Hearing for the Project
- Attend the Special Assessment Hearing for the Project
- Maps and figures as necessary

WSB will utilize information from Braun Intertec (to be obtained by the City) with regards to soil testing, pavement coring and Ground Penetrating Radar (GPR) results and reports.

WSB will attend one neighborhood meeting for the Project as a part of this Feasibility Report task. WSB will also prepare materials for and coordinate a project kick-off meeting with staff as a part of this task.

Task 3 – Final Design

Project Management

Project management includes the development of the project plan through bidding. This task includes the appropriation of necessary staff and resources at all stages of the final design process to achieve project milestones and completion. This includes frequent communication and coordination with City staff and its agents governing all aspects of the project. Proper completion of this task will allow for open lines of communication and routine updates on project issues, as well as keeping the project on schedule and within budget.

Design, Specifications, and Plan Preparation

WSB will:

- Complete the design and prepare the project plans consistent with City, ADA, and local regulatory standards.
- Evaluate storm sewer pipe capacity within the project area and work with the City to determine what, if any, segments of the system should be replaced with larger storm sewer pipes as a part of the project.
- Develop a traffic control plan for commercial areas of the project.
- Facilitate a Utility Coordination Meeting for the project.
- Prepare the specifications consistent with City, ADA, and local regulatory standards.
- Calculate project quantities and prepare the project Bid Form.
- Prepare an Engineer's Opinion of Probable Cost on the final design.
- Perform quality control reviews regularly throughout the duration of the design.
- Attend project meetings with City staff and design team (WSB staff) members as necessary.

The project plans will be generally organized as follows:

- Title sheet
- General layout
- SEQ and Tabulations
- Standard details
- Removals
- Street Improvement plans (plan and profile view)
- Erosion control
- Cross-sections
- SWPPP

Deliverables:

- 60% Plan Submittal: Draft plan set for City review and comment
- 90% Plan and Specification Submittal: Draft plan set and specifications for City review and comment
- 100% Plan and Specification Submittal: Three (3) 11" x 17" final plan sets and three (3) specifications for your files

Permits

Prepare the following permits:

- Minnesota Pollution Control Agency – NPDES permit (if needed)

Bidding Assistance

Prepare the Advertisement for Bid in compliance with the City's practices; facilitate project bidding by answering contractor questions, prepare the Addenda if necessary, and attend the City of Lakeville-hosted bid opening (virtual). The cost to advertise the project will be paid by the City of Lakeville. The City will submit the Advertisement for Bid to the local paper and WSB will submit the Advertisement for Bid to Finance and Commerce.

WSB will also produce a Cost Calculation sheet for the project, as we have for all past street reconstruction projects, that will be completed with support from the City's Finance Department to determine final project costs.

As-builts

WSB will prepare as-builts consistent with the City of Lakeville standards for utility work associated within each individual area. Deliverables will include a .pdf version of the as-builts.

Using as-builts and AutoCAD drawing files, WSB will update the City's GIS utility data and other GIS datasets for the 2026 Street Reconstruction Project area. WSB will take as-built plan sets and AutoCAD files created during the project and update the City's GIS data based on information present in the plan set. This information can include features related to sanitary sewer, storm sewer, water distribution, and streets. The as-built plan set will be linked to the appropriate pipe linework within GIS. All attribute data currently tracked will also be updated for the newly added features. WSB will update existing feature classes hosted as Feature Layers through the City's ArcGIS Online site. These updates will be completed by editing the hosted Feature Layers directly in ArcGIS Pro.

WSB will also update Cartegraph attribute data for utility repair work completed by the City within the project areas.

Task 4 – Assisting the City with Construction Management

Construction Staking

WSB will provide construction staking and survey for construction of the project. WSB assumes one-time staking for all required staking needs. Any re-staking will be billed at a time and materials hourly rate.

Construction Contract Administration

WSB will provide Contract Administration services through construction of the project and final project closeout. This will include:

- Preparation of materials for and attendance at the preconstruction meeting for the project.
- Responding to all contractor requests for information (RFI).
- Responding to all City requests for information/clarification during construction.

We understand that the City does not anticipate needing construction observation support for the project. Should the City's needs change, WSB can provide a separate proposal to provide construction observation services for the 2026 construction season.

Work Performed by the City of Lakeville

It is our understanding that the City of Lakeville will facilitate all public meetings, assist with meeting preparation and public interaction, review with WSB the condition of the existing utility systems (including all documentation and inspection of existing storm sewer facilities) and mail all neighborhood meeting letters. The City will also coordinate all proposals and deliverables for geotechnical work with Braun Intertec.

It is our understanding that the City of Lakeville will obtain all right-of-entries or temporary easements necessary to construct the improvements. Any permanent roadway easement acquisition needs will also be obtained by the City of Lakeville. Should the City require legal descriptions for easements, temporary or permanent, WSB can provide a separate proposal to complete that work.

The City will bid the project using their bidding software. WSB will provide the City with a list of all bid items and quantities for import into the City's bidding system. The City will also perform the following Construction Administration tasks associated with the project:

- Preparation of all pay vouchers.
- Prepare contract modifications including Work Orders, Change Orders, and Supplemental Agreements.

Schedule

Based on our discussions with City Staff, we are proposing the following schedule for the 2026 Miscellaneous Roadway Improvement Project:

- July 21, 2025 Authorize contract with WSB and the preparation of the preliminary engineering report and design for the project
- July – September 2025 Data Collection
 - Topographic survey (WSB)
 - Geotechnical evaluation (Braun)
 - Water Evaluations (City)
 - Break history
 - Maintenance history
 - Storm sewer evaluations (City)
- Week of September 15, 2025 Deliver Draft Feasibility Report to City Staff for Review
 - City Comments returned by September 29, 2025
 - Final report delivered to City October 6, 2025
- December 1, 2025 60% Plan Submittal to City
 - Preliminary comments returned by December 5th, and final comments returned by December 12th
- December 29, 2026 90% plan submittal to City
 - Comments returned by January 9th
- January 6, 2026 Utility Coordination Meeting
- January 20, 2026 City Council approves plans and specifications
- January 26, 2026 First Ad for bid published in This Week and Plans uploaded
- February 18, 2026 Bid Opening Date (3-week advertisement period)
- Spring 2026 Neighborhood Meeting for the Project
- March 2, 2026 Award Contract

PROPOSED FEE

WSB will provide the services as outlined in Project Approach/Scope of Services. Our budget was developed based on our understanding of the scope and experience with past reconstruction projects in the area. We estimate an hourly not to exceed fee of **\$184,637**.

The proposed scope and fee presented herein represents our complete understanding of the project based on site visits and discussions with City staff. If you have any questions or concerns, please feel free to contact me at (952) 737-4675. Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

WSB

Monica Heil, PE
Senior Vice President, Municipal

Attachments

Cc: Jeff Oliver, WSB
Jake Newhall, WSB

ACCEPTED BY:

City of Lakeville

By: _____
Luke Hellier, Mayor

Date: _____

Attest: _____
Ann Orlofsky, City Clerk



Estimate of Fee
City of Lakeville
Professional Engineering Services
2026 Miscellaneous Roadway Improvement Project, CP (2026-01)



TaskDescription		Estimated Hours													Total Hours	Fee
		Principal	Project Manager	Design Engineer	Water Res. Project Manager	Water Res. Graduate Engineer	GIS Technician	Graduate Engineer	Engineering Technician	Administrative Assistant	Construction Specialist	Survey Coordinator	One-Person Survey Crew	Two-Person Survey Crew		
		Monica Heil	Jeff Oliver	Rachel Scheu	Jake Newhall	Emma Rae Roberts	Steve Gazdik	Erik Moberg	Alex Heggen	Amy Rein	Paul Kyle	Jim Barich	N/A	N/A		
1	Topographic Survey															
1.1	All Survey											8	16		24	\$4,928.00
1.2	GSOC Utility Location Coord.		2	4				4							10	\$1,686.00
Task 1 Total Estimated Hours and Fee			2	4				4				8	16		34	\$6,614.00
2	Feasibility and Preliminary Engineering Reports															
2.1	Feasibility Engineering Report	4	5	15	16	60	8		5	8					121	\$20,411.00
2.2	1st Neighborhood Meeting		3	3											6	\$1,194.00
2.3	Meetings - City Staff (One Kick-Off Meeting)		2	2											4	\$796.00
2.4	Assessment Rolls		8	4											12	\$2,524.00
2.5	Public Hearing		3	3											6	\$1,194.00
2.6	Assessment Hearing		3	3											6	\$1,194.00
2.7	Stormwater Basin Sample Testing/Bathymetric Survey				4	24									28	\$4,416.00
2.8	Stormwater Basin Sample Testing (Expense)															\$3,440.00
Task 2 Total Estimated Hours and Fee		4	24	30	20	84	8		5	8					183	\$35,169.00
3	Final Design															
3.1	Project Management	5	20	20	4										49	\$10,381.00
3.2	Design	5	10	20	6	16		35	10						102	\$16,869.00
3.3	Storm Sewer Design			5	8	32		5							50	\$8,117.00
3.4	Storm Pond Design				24	120										\$23,136.00
3.5	Specifications	2	5	10	4	8				4					33	\$6,077.00
3.6	Assist City with Bidding		5	5						8					18	\$3,070.00
3.7	Drawings/Layouts		5	5	2	8		20	20						60	\$8,738.00
3.8	Quantity Estimates	2	5	15	2	8		15			8				55	\$9,678.00
3.9	Meetings	2	8	8	2	2									22	\$4,538.00
3.10	Permit Application			8											8	\$1,320.00
3.11	QA / QC	5	10	10	6						25				56	\$12,379.00
3.12	Utility Coordination		5	5											10	\$1,990.00
3.13	As-Builts						30		8			4		10	52	\$10,935.00
3.14	Neighborhood Meeting	3	3	3				3							12	\$2,433.00
Task 3 Total Estimated Hours and Fee		24	76	114	58	194	30	78	38	12	33	4		10	527	\$117,228.00
4	Assisting the City with Construction Mgmt.															
4.1	Preconstruction Meeting Attendance	2	2	2				2			3		3		14	\$2,900.00
4.2	Review of Contractor Submittals		2	2				10							14	\$2,196.00
4.3	Construction Administration	5	10	15											30	\$6,170.00
4.4	Construction Staking											8		50	58	\$15,600.00
4.5	Project Closeout		4												4	\$932.00
Task 4 Total Estimated Hours and Fee		7	18	19				12			3	8	3	50	120	\$27,798.00
Total Estimated Hours		35	120	167	78	278	38	94	43	20	36	20	19	60	1008	
Average Hourly Billing Rate		273.00	233.00	165.00	264.00	140.00	175.00	140.00	115.00	135.00	218.00	200.00	208.00	280.00		
Total Fee by Labor Classification		\$9,555.00	\$27,960.00	\$27,555.00	\$20,592.00	\$38,920.00	\$6,650.00	\$13,160.00	\$4,945.00	\$2,700.00	\$7,848.00	\$4,000.00	\$3,952.00	\$16,800.00		\$184,637.00
TOTAL PROJECT FEE																\$184,637.00

July 21, 2025

Mr. Steve Ferraro
Public Works Coordinator
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

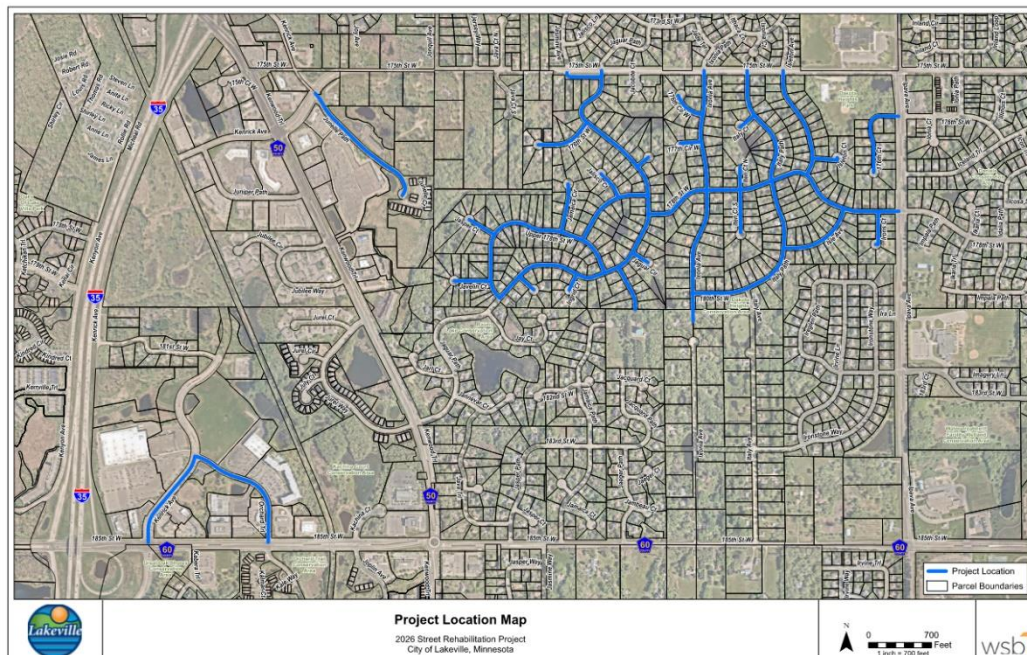
RE: Supplemental Agreement to Provide Professional Engineering Services, Topographic Survey, Engineering Report Preparation, Final Design and Bidding Assistance, Construction Administration and Construction Staking
2026 Street Rehabilitation Project, CP 26-02

Dear Mr. Ferraro:

On behalf of WSB we are pleased to submit this Supplemental Agreement to our Professional Services Agreement, dated September 20, 2021, to provide engineering services to the City. Specifically, our services will include topographic survey, preparation of the project Preliminary Engineering Report, final design and bidding support, construction administration support and construction staking for the 2026 Street Rehabilitation Project.

PROJECT UNDERSTANDING

The 2026 Street Rehabilitation Project is comprised of approximately 5.75 miles of local and collector streets within the City of Lakeville. This mileage includes those roadways generally described as being located within the Dakota Heights neighborhood, and Kenrick Avenue between 185th Street W and Orchard Trail, Orchard Trail between 185th Street W and Kenrick Avenue, and Junelle Path between 175th Street W and Junelle Court. The projects are shown on the Project Location Map below.



The scope of the 2026 Street Rehabilitation Project includes:

Milling of all streets within the project areas, including some streets where full-depth milling and possible soil correction work will be evaluated and considered by the City's geotechnical consultant, and placement of a new pavement overlay. Spot repairs to the curb and gutter, spot sidewalk replacement, and reconstruction of pedestrian curb ramps to meet current ADA requirements are also included in the scope. Utility improvements include storm sewer replacements/additions and select maintenance, installation of sanitary sewer manhole chimney seals and select repairs and installation of corrosion protection* for the watermain.

**Corrosion protection refers to the replacement of watermain bolts and the addition of sacrificial anode bags at valves and hydrants.*

PROJECT APPROACH/SCOPE OF SERVICES

WSB's project scope and proposed tasks are based on our understanding of the project, and we propose the following scope of services:

Task 1 – Topographic Survey

WSB will complete the topographic survey for the areas identified as the 2026 Street Rehabilitation Project.

Initially, survey controls will be set up for the project area followed immediately by the topographic survey of the existing conditions within the road right-of-way. Topographic survey will include 100 feet of adjacent roadways that abut the project area. Storm sewer structures will include measure downs. Sanitary sewer will include rim elevations, only. All hydrants and exposed valves will also be surveyed. It is proposed that the majority of the topographic survey data will be collected using a survey-grade drone.

Our proposal includes estimates to complete the topographic survey work using a combination of both drone and traditional topographic survey data collection, as well as an estimate employing traditional methods, only. Collecting the topographic survey data with a drone is feasible and will provide 3D imagery of the entire project in pre-construction condition. For this reason, we recommend utilizing the combination of drone and topographic survey data collection methods. However, the City may elect to use either means to collect preconstruction topographic survey data, and fee estimates for both options have been included in our proposal.

It is also proposed to complete the Gopher State One Call locate request for maps as a part of the topographic survey work.

Task 2 – Preliminary Engineering Report

WSB will prepare a Preliminary Engineering Report for the 2026 Street Rehabilitation Project which will include:

- Water quality improvement recommendations for areas draining to natural resources.
- Sediment testing and memo for sediment disposal recommendation consistent with MPCA guidelines (lab fees will be passed on to the City, and are anticipated to be approximately \$430 per test)
- Bathymetric survey of basin near Italy Path (1.37 acres)
- Preliminary Engineering Report text — Executive Summary, Existing Conditions, Proposed Improvements, Special Considerations, Cost Estimate/Financing, and Recommendations.
- Attendance at 1 Neighborhood Meeting for the Project
- Attend the Project Kick-off Meeting with City Staff
- Maps and figures as necessary.

WSB will utilize information from Braun Intertec (to be obtained by the City) with regards to soil testing, pavement coring and Ground Penetrating Radar (GPR) results and reports. We will also utilize comment card information obtained from residents at the neighborhood meeting for the Project.

WSB will attend one neighborhood meeting for the Project as a part of this Preliminary Engineering Report task. WSB will also prepare materials for and coordinate a project kick-off meeting with staff as a part of this task.

Task 3 – Final Design

Project Management

Project management includes the development of the project plan through bidding. This task includes the appropriation of necessary staff and resources at all stages of the final design process to achieve project milestones and completion. This includes frequent communication and coordination with City staff and its agents governing all aspects of the project. Proper completion of this task will allow for open lines of communication and routine updates on project issues, as well as keeping the project on schedule and within budget.

Design, Specifications, and Plan Preparation

WSB will:

- Complete the design and prepare the project plans consistent with City, ADA, , and local regulatory standards.
- Evaluate emergency vehicle turnaround options at the access point for the Dakota Heights water tower.
- Evaluate storm sewer pipe capacity within the project area and work with the City to determine what, if any, segments of the system should be replaced with larger storm sewer pipes as a part of the project.
- Evaluate locations with existing valley gutter to determine if the valley gutter can be removed and replaced with storm sewer and/or curblin grading improvements.
- Provide recommendations as to where water quality device(s) could be considered within the Dakota Heights neighborhood as a part of the project.
- Develop a traffic control plan for commercial areas of the project.
- Facilitate a Utility Coordination Meeting for the project.
- Prepare the specifications consistent with City, ADA, and local regulatory standards.
- Calculate project quantities and prepare the project Bid Form.
- Prepare an Engineer's Opinion of Probable Cost on the final design.
- Perform quality control reviews regularly throughout the duration of the design.
- Attend project meetings with City staff and design team (WSB staff) members as necessary.

The project plans will be generally organized as follows:

- Title sheet
- General layout
- SEQ and Tabulations
- Standard details
- Removals
- Improvement plans (plan view only except where storm sewer is planned to be replaced/added)
- Erosion control
- Striping
- SWPPP

Deliverables:

- 60% Plan Submittal: Draft plan set for City review and comment
- 90% Plan and Specification Submittal: Draft plan set and specifications for City review and comment
- 100% Plan and Specification Submittal: Three (3) 11" x 17" final plan sets and three (3) specifications for your files

Permits

Prepare the following permits:

- Minnesota Pollution Control Agency – NPDES permit (if needed)
- Dakota County – General Permit for Work in Right-of-Way (CSAH 60)

Bidding Assistance

Prepare the Advertisement for Bid in compliance with the City's practices; facilitate project bidding by answering contractor questions, prepare the Addenda if necessary, and attend the City of

Lakeville-hosted bid opening (virtual). The cost to advertise the project will be paid by the City of Lakeville. The City will submit the Advertisement for Bid to the local paper and WSB will submit the Advertisement for Bid to Finance and Commerce.

WSB will also produce a Cost Calculation sheet for the project, as we have for all past street reconstruction projects, that will be completed with support from the City's Finance Department to determine final project costs.

As-builts

WSB will prepare as-builts consistent with the City of Lakeville standards for utility work associated within each individual area. Deliverables will include a .pdf version of the as-builts.

Using as-builts and AutoCAD drawing files, WSB will update the City's GIS utility data and other GIS datasets for the 2026 Street Rehabilitation Project area. WSB will take as-built plan sets and AutoCAD files created during the project and update the City's GIS data based on information present in the plan set. This information can include features related to sanitary sewer, storm sewer, water distribution, and streets. The as-built plan set will be linked to the appropriate pipe linework within GIS. All attribute data currently tracked will also be updated for the newly added features. WSB will update existing feature classes hosted as Feature Layers through the City's ArcGIS Online site. These updates will be completed by editing the hosted Feature Layers directly in ArcGIS Pro.

WSB will also update Cartegraph attribute data for utility repair work completed by the City within the project areas.

Task 4 – Assisting the City with Construction Management

Construction Staking

WSB will provide construction staking and survey for construction of the project. WSB assumes one-time staking for all required staking needs. Any re-staking will be billed at a time and materials hourly rate.

Construction Contract Administration

WSB will provide Contract Administration services through construction of the project and final project closeout. This will include:

- Preparation of materials for and attendance at the preconstruction meeting for the project.
- Responding to all contractor requests for information (RFI).
- Responding to all City requests for information/clarification during construction.

We understand that the City does not anticipate needing construction observation support for the project. Should the City's needs change, WSB can provide a separate proposal to provide construction observation services for the 2026 construction season.

Work Performed by the City of Lakeville

It is our understanding that the City of Lakeville will facilitate all public meetings, assist with meeting preparation and public interaction, review with WSB the condition of the existing utility systems

(including all documentation and inspection of existing storm sewer facilities) and mail all neighborhood meeting letters. The City will also coordinate all proposals and deliverables for geotechnical work with Braun Intertec.

It is our understanding that the City of Lakeville will obtain all right-of-entries or temporary easements necessary to construct the improvements. Any permanent roadway easement acquisition needs will also be obtained by the City of Lakeville. Should the City require legal descriptions for easements, temporary or permanent, WSB can provide a separate proposal to complete that work.

The City will bid the project using their bidding software. WSB will provide the City with a list of all bid items and quantities for import into the City's bidding system. The City will also perform the following Construction Administration tasks associated with the project:

- Preparation of all pay vouchers.
- Prepare contract modifications including Work Orders, Change Orders, and Supplemental Agreements.

Schedule

Based on our discussions with City Staff, we are proposing the following schedule for the 2026 Street Rehabilitation Project:

- July 21, 2025 Authorize contract with WSB and the preparation of the preliminary engineering report and design for the project
- July – September 2025 Data Collection
 - Topographic survey (WSB)
 - Geotechnical evaluation (Braun)
 - Water and Sanitary Sewer Evaluations (City)
 - Break history
 - Maintenance history
 - Televising review
 - Storm sewer evaluations (City)
- Week of September 15, 2025 Deliver Draft Feasibility Report to City Staff for Review
 - City Comments returned by September 29, 2025
 - Final report delivered to City October 6, 2025
- December 15, 2025 60% Plan Submittal to City
 - Preliminary comments returned by December 19th, and final comments returned by December 26th
- January 6, 2026 Utility Coordination Meeting
- January 6, 2026 90% plan submittal to City
 - Comments returned by January 13th
- January 20, 2026 City Council approves plans and specifications
- January 26, 2026 First Ad for bid published in This Week and Plans uploaded
- February 18, 2026 Bid Opening Date (3-week advertisement period)
- Spring 2026 Neighborhood Meeting for the Project
- March 2, 2026 Award Contract

PROPOSED FEE

WSB will provide the services as outlined in Project Approach/Scope of Services. Our budget was developed based on our understanding of the scope and experience with past rehabilitation projects in the area. We estimate an hourly not to exceed fee of **\$315,914** with the combination of traditional survey and drone survey.

The proposed scope and fee presented herein represents our complete understanding of the project based on site visits and discussions with City staff. If you have any questions or concerns, please feel free to contact me at (952) 737-4675. Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

WSB

Monica Heil, PE
Senior Vice President, Municipal
Attachments

Cc: Jeff Oliver, WSB
Jake Newhall, WSB

ACCEPTED BY:

City of Lakeville

By: _____
Luke Hellier, Mayor

Date: _____

Attest: _____
Ann Orlofsky, City Clerk



Estimate of Fee
City of Lakeville
Professional Engineering Services
2026 Street Rehabilitation Project, CP (2026-02)



TaskDescription		Estimated Hours														Total Hours	Fee	
		Principal	Project Manager	Design Engineer	Water Res. Project Manager	Water Res. Graduate Engineer	GIS Technician	Graduate Engineer	Engineering Technician	Administrative Assistant	Construction Specialist	Drone Survey Coordinator	Survey Coordinator	One-Person Survey Crew	Two-Person Survey Crew			
		Monica Heil	Jeff Oliver	Rachel Scheu	Jake Newhall	Emma Rae Roberts	Steve Gazdik	Erik Moberg	Alex Heggen	Amy Rein	Paul Kyle	Cody Kutil	Jim Barich	N/A	N/A			
1	Topographic Survey																	
1.1	Project Area- All Traditional Survey											40	236	20	296	\$62,688.00		
1.2	Project Area- All Drone Survey and Partial Traditional Survey										50	8	41	20	119	\$25,578.00		
1.3	GSOC Utility Location Coord.		2	8				8							18	\$2,906.00		
Task 1 Total Estimated Hours and Fee			2	8				8			50	48	277	40	433	\$91,172.00		
2	Feasibility and Preliminary Engineering Reports																	
2.1	Preliminary Engineering Report	4	20	40	12	48	8		20	8					160	\$27,020.00		
2.2	Meetings - City Staff (One Kick-Off Meeting)	4	4	4											12	\$2,684.00		
2.3	Preliminary Engineering Report				1	4									5	\$824.00		
2.4	Meetings - City Staff (One Kick-Off Meeting)															\$860.00		
Task 2 Total Estimated Hours and Fee		8	24	44	12	48	8		20	8					177	\$31,388.00		
3	Final Design																	
3.1	Project Management	10	40	40	4										94	\$19,706.00		
3.2	Design	10	10	40	6	16		45	20						147	\$24,084.00		
3.3	Storm Sewer Design		8	15	8	32		10							73	\$12,331.00		
3.4	Storm Pond Design				3	8									11	\$1,912.00		
3.5	Specifications	4	15	30	4	8				4					65	\$12,253.00		
3.6	Assist City with Bidding		15	10						8					33	\$6,225.00		
3.7	Drawings/Layouts		5	20	2	8		125	100						260	\$35,113.00		
3.8	Quantity Estimates	4	10	30	2	8		20			8				82	\$14,564.00		
3.9	Meetings	2	8	8	2	2									22	\$4,538.00		
3.10	Permit Application			8											8	\$1,320.00		
3.11	QA / QC	8	16	10	6						25				65	\$14,596.00		
3.12	Utility Coordination		8	8											16	\$3,184.00		
3.13	As-Builts						65		16				12		25	118	\$24,479.00	
3.14	Neighborhood Meeting	3	3	3				3							12	\$2,433.00		
Task 3 Total Estimated Hours and Fee		41	138	222	37	82	65	203	136	12	33		12		25	994	\$176,738.00	
4	Assisting the City with Construction Mgmt.																	
4.1	Preconstruction Meeting Attendance	2	2	2				2			3			3	14	\$2,900.00		
4.2	Review of Contractor Submittals		2	2				12							16	\$2,476.00		
4.3	Construction Administration	16	32	32											80	\$17,104.00		
4.4	Construction Staking											20		198	218	\$59,440.00		
4.5	Project Closeout		4												4	\$932.00		
Task 4 Total Estimated Hours and Fee		18	40	36				14			3		20	3	198	332	\$82,852.00	
Total Estimated Hours		67	204	310	49	130	73	225	156	20	36	50	80	280	263	1943		
Average Hourly Billing Rate		273.00	233.00	165.00	264.00	140.00	175.00	140.00	115.00	135.00	218.00	197.00	200.00	208.00	280.00			
Total Fee by Labor Classification w/ Traditional Survey		\$18,291.00	\$47,532.00	\$51,150.00	\$12,936.00	\$18,200.00	\$12,775.00	\$31,500.00	\$17,940.00	\$2,700.00	\$7,848.00	\$9,850.00	\$16,000.00	\$58,240.00	\$73,640.00		\$353,024.00	
Total Fee by Labor Classification w/ Traditional and Drone Survey																		\$315,914.00
TOTAL PROJECT FEE (W/ TRADITIONAL SURVEY ONLY)																	\$353,024.00	
TOTAL PROJECT FEE (W/ TRADITIONAL AND DRONE SURVEY)																	\$315,914.00	



Date: 7/21/2025

Approval of Professional Services Agreement with Abijah's on the Backside, LLC

Proposed Action

Staff recommends adoption of the following motion: Move to Approve Professional Services Agreement with Abijah's on the Backside, LLC

Overview

Passage of this motion will result in a two-year agreement with Abijah's on the Backside for the Police Department Wellness Program. Staff will have access to vital services for therapy sessions.

Primary Issues to Consider:

- Public Safety exposes employees to trauma. Caring for employees by providing vital services, will result in a healthier workforce.
- The provider has the required training to provide therapy based care to employees.
- Fees paid under this contract will fall within the budgeted wellness dollars within the Police Department budget

Supporting Information:

- Contract reviewed by the City Attorney

Supporting Information

1. PROFESSIONAL SERVICES AGREEMENT ABIJAHS

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Brad Paulson, Chief of Police

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made this 21st day of July 2025 (“Effective Date”), by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”) and **ABIJAH’S ON THE BACKSIDE, LLC**, a Minnesota limited liability company (“Provider”).

RECITALS

- A. Provider is engaged in the business of providing professional mental health and resilience services.
- B. The City desires to hire Provider to provide mental health and resilience services to the Lakeville Police Department as a part of its health and wellness programming.
- C. Provider represents that it has the professional expertise and capabilities to provide the City with the requested services.
- D. The City desires to engage Provider to provide the services described in this Agreement and Provider is willing to provide such services on the terms and conditions in this Agreement.

NOW THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and Provider, agree as follows:

1. SCOPE OF SERVICES. The City retains Provider to furnish the mental health and resilience services to Lakeville Police Department (“Services”). The Provider agrees to perform the services.

2. OBLIGATIONS OF THE PROVIDER. The Provider shall provide the Services in accordance with this Agreement. Provider shall not begin performance of any Services until the City has received the signed Agreement and has reviewed and approved the insurance certificates and has given the Provider written notice to proceed.

3. QUALIFICATIONS. Provider and its service providers will maintain all required licenses and meet all required standards in order to provide the Services as described by the State of Minnesota.

4. COMPENSATION. Provider shall be paid by the City for the Services at a rate of \$100 per session for healing therapy. The City will pay up to five (5) additional therapy sessions per employee upon request or referral. Provider shall request payment for services rendered on a monthly basis. The monthly payment applications from Provider shall identify Services completed. Invoices will be paid within 35 days of receipt.

5. ADDITIONAL SERVICES. Additional services must be approved in advance and in writing by the City. No payment will be due or made for services outside the terms of this Agreement in advance of such approval.

6. DOCUMENTS. All records, information, materials and other work products, including, but not limited to completed reports, training materials, and other program materials prepared and developed specifically at the request of City in direct connection with the provision of Services pursuant to this Agreement will become the property of City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Provider.

Any and all records, information, materials and other work products developed by Provider for general use with Provider's clients or in Provider's business shall be and remain the property of Provider, regardless of whether they are used by Provider in fulfilling Provider's obligations under this Agreement.

Further, nothing in this paragraph shall cause any professional therapy records, notes, or other related documents to become the property of City and all such documents shall remain the property of Provider or the individual clients. These obligations survive the termination of this Agreement.

Provider retains all intellectual property rights in reports, training materials, and other deliverables produced and provided by Provider (the "Deliverables"). The City may use the Deliverables for its own internal purposes only. The City may not copy Deliverables or distribute Deliverables outside of its organization without Provider's prior written approval.

7. STANDARD OF CARE. Provider shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by members of the profession under similar circumstances in Minnesota. Provider shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss or damages proximately caused by Provider's breach of this standard of care.

8. CONFIDENTIALITY. Provider agrees to follow the highest degree of confidentiality and the City agrees not to ask for any information regarding interactions with employees receiving individual Services under this Agreement. Exceptions are within the legal limits of Provider being a mandated reporter. Provider agrees to follow all City and fire department guidelines regarding confidentiality and engagement of any person while executing any part of this contract.

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

10. INDEMNIFICATION. Provider shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the Services provided by Provider herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising from the performance of Provider hereunder.

11. COPYRIGHT. Provider 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 them, and they shall hold harmless the City from loss or damage resulting therefrom.

12. INSURANCE. Provider shall secure and maintain such insurance as will protect Provider from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of Services under this Agreement. Such insurance shall be written for amounts not less than:

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

The following coverages shall be included:

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

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

Workers Compensation

Except as provided below, Provider must provide Workers' Compensation insurance for all its employees and, in case any service is subcontracted, Provider will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

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

If Minnesota Statute 176.041 exempts Provider from Workers' Compensation insurance or if the Provider has no employees in the City, Provider must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Provider from the Minnesota Workers' Compensation requirements. If during the course of the contract the Provider becomes eligible for Workers' Compensation, the Provider must comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance.

Professional/Technical (Errors and Omissions) Liability Insurance

This policy will provide coverage for all claims the Provider may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Provider's professional services required under the Agreement. Provider is required to carry the following minimum limits:

\$1,000,000 – per claim or event
\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Provider and may not exceed \$125,000 without the written approval of the City. If the Provider desires authority from the City to have a deductible in a higher amount, the Provider shall so request in writing, specifying the amount of the desired

deductible and providing financial documentation by submitting the most current audited financial statements so that the City can ascertain the ability of the Provider to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and Provider shall maintain such insurance for a period of at least three (3) years, following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by Provider to fulfill this requirement.

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

Before commencing Services, the Provider shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

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

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

14. SUBCONTRACTORS. Provider shall not enter into subcontracts for Services provided under this Agreement without the express written consent of the City. Provider shall comply with Minnesota Statute § 471.425. Provider must pay subcontractor for all undisputed Services provided by Subcontractor within ten days of Provider's receipt of payment from City. Provider 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.

15. NOTICES. Notices. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

To the City: City of Lakeville
 20195 Holyoke Avenue

Lakeville, MN 55044
Attn: City Administrator

To the Provider: Abijah's on the Backside, LLC
Canterbury Park
P.O. Box 583
Shakopee, MN 55379
Attn: _____

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

16 ASSIGNMENT. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

17. 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.

18. NON-DISCRIMINATION. The Provider agrees during the life of this Agreement not to discriminate against any employee, application for employment, or other individual because of race, color, sex, age, creed, national origin, sexual preference, or any other basis prohibited by federal, state, or local law. The Provider will include a similar provision in all subcontracts entered into for performance of this Agreement.

19. 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.

20. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Dakota County.

21. RECORDS/INSPECTION. The Provider shall maintain complete and accurate records of time and expense involved in the performance of Services. Pursuant to Minnesota Statute § 16C.05, subd. 5, Provider agrees that the books, financial records, financial documents, and accounting procedures and practices of Provider that are relevant to the contract or transaction are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Provider shall maintain such records for a minimum of six years after final payment. These obligations survive the termination of this Agreement.

22. DATA PRACTICES ACT AND DATA PRIVACY COMPLIANCE. The City does not intend by this Agreement to delegate a government function to Provider and Provider agrees that it is not performing a government function. Provider agrees to administer any and all data provided to Provider or created, collected, received, stored, used, maintained, or disseminated by Provider in fulfillment of this

Agreement in accordance with all applicable laws, which may include the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("MGDPA"), the Health Insurance Portability and Accountability Act ("HIPAA"), and the mandatory reporting obligations of Provider's licensed mental health professionals. Provider agrees to notify the City within five (5) business days if it receives a request for data under the MGDPA. This paragraph does not create a duty on the part of Provider to provide public access to data unless required under the provisions of an applicable law. These obligations survive the termination of this Agreement.

23. NO-RESULTS GUARANTEED. Provider makes no representation or warranty that its Services will achieve a particular result. PROVIDER DISCLAIMS ALL WARRANTIES EXPRESS AND IMPLIED.

24. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person or entities other than the signatories hereto.

25. SEVERABILITY. If any term, provision or condition contained in this Agreement is deemed or declared unenforceable, invalid or void, the same will not impair or invalidate any of the other provisions contained herein, which will remain in full force and effect.

26. TERM. The term of this Agreement shall commence on the Effective Date and terminate on July 21st 2027.

27. TERMINATION. This Agreement may be terminated by either party by thirty (30) days' written notice delivered to the other party at the address written above. This Agreement may be terminated immediately by either party upon a breach by the other party if not cured within five (5) days of written notice. In the event of termination, Provider will be entitled to compensation for work performed up to the date of termination.

28. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

*Remainder of page intentionally left blank.
Signature pages follow.*

IN WITNESS WHEREOF, Provider and City have caused this Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

PROVIDER:
ABIJAH'S ON THE BACKSIDE, LLC

BY: _____
Sally Mixon, Its Chief Manager



Date: 7/21/2025

Interstate South Logistics Park Alternative Urban Areawide Review Update

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution authorizing the adoption of the Interstate South Logistics Park Final Alternative Urban Areawide Review (AUAR) Update 2025

Overview

A final Alternative Urban Areawide Review (AUAR) was approved for this 175-acre industrial development in June 2015. This type of environmental review was required under Minnesota Rules because of the size of the overall development. An update is required every five years. An update was completed and approved in 2020. The 2025 Update is required by Minnesota Rules because more than five years have passed since the City adopted the 2020 AUAR Update and the site has not yet been fully developed. Scannell Properties is the developer of Interstate South Logistics Park. The current master plan for the development of the remaining land is consistent with the 2015 approvals in terms of building square footage, land use and off-site improvements. A copy of the final document is available upon request.

Supporting Information

1. Interstate-S_Resolution_2025-07-14

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Tina Goodroad, Community Development Director
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**CITY OF LAKEVILLE
RESOLUTION NO. 25-_____**

**A RESOLUTION AUTHORIZING THE ADOPTION OF THE INTERSTATE SOUTH
LOGISTICS PARK FINAL ALTERNATIVE URBAN AREAWIDE REVIEW (AUAR)
UPDATE 2025**

WHEREAS, an AUAR Update has been completed for the project pursuant to Minnesota Rules 4410, which identifies and assesses the environmental impacts and mitigation measures associated with the Interstate South Logistics Park AUAR Study Area; and

WHEREAS, development continues on 37 acres of the Interstate South Logistics Park AUAR study area and is located south of 215th Street West and west of Dodd Boulevard; and

WHEREAS, an AUAR was completed in 2015, formally updated in 2020, and again in 2025 pursuant to Minnesota Rule 4410.3610; and

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

WHEREAS, comments received on the AUAR Update 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 Update; and

WHEREAS, development of the Interstate South Logistics Park AUAR Study Area is expected to comply with all Lakeville and review agency standards as well as the mitigation measures outlined in the AUAR Update;

NOW THEREFORE BE IT RESOLVED, by the City Council of Lakeville, MN that the City of Lakeville adopts the Interstate South Logistics Park AUAR Update dated June 2025.

ADOPTED this 21st day of July 2025, by the City Council of Lakeville.

CITY OF LAKEVILLE

Luke Hellier, Mayor

ATTEST:

Taylor Snider, Deputy City Clerk



Date: 7/21/2025

Reserve at Cedar Creek Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the Reserve at Cedar Creek final plat.

Overview

Reserve at Cedar Creek, LLC has submitted a final plat application for 48 single family lots to be known as Reserve at Cedar Creek, located north of 202nd Street (CSAH 50) and west of Glenbrook Path. The Reserve at Cedar Creek final plat is consistent with the Reserve at Cedar Creek preliminary plat approved by the City Council on June 2, 2025. This is the first and only phase of the Reserve at Cedar Creek preliminary plat.

Supporting Information

1. Final Plat Resolution
2. Signed Development Contract
3. June 30, 2025 Planning & 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 RESERVE AT CEDAR CREEK

WHEREAS, the owner of the property described as **RESERVE AT CEDAR CREEK** 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. **RESERVE AT CEDAR CREEK** 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, the final plat mylars, and stormwater maintenance agreement.
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 21st day of July 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Taylor Snider, Deputy 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 21st day of **July 2025** as shown by the minutes of said meeting in my possession.

Taylor Snider
Deputy City Clerk

(SEAL)

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

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

RESERVE AT CEDAR CREEK

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

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for ***RESERVE AT CEDAR CREEK*** (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 Plans B and D 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, 2026, 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 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 shall undertake all necessary actions to establish native vegetation within outlots dedicated to the City. This obligation extends to maintaining all seeded areas to ensure the successful growth of desired vegetation and the active management and eradication of invasive species. Redundant silt fence is required along all wetlands and waterways that do not have an established 50-foot buffer. Additional erosion control measures may be required during construction, as deemed necessary by City staff, and must be installed and maintained by the Developer.

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

\$549,352.50	x 2% Grading Costs	= \$10,987.05
Grading Cost	2025 Rate	MS4 Administration Fee
Reserve at Cedar Creek Addition		Reserve at Cedar Creek Addition

15. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan “B”. The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits (except three (3) model home permits on lots acceptable to the Building Official), the Developer shall provide the City with an “as constructed” grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The “as constructed” plan shall include field verified elevations of the following: a) cross sections of storm water treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland

mitigation areas if any, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations and house pads, and all other items listed in City Code Section 10-3-5.NN. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Building Official for review prior to the issuance of building permits.

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

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

Reserve at Cedar Creek contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the

Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

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 Reserve at Cedar Creek final plat includes construction of two stormwater management basins to provide water quality treatment and rate control of the stormwater runoff

generated from Reserve at Cedar Creek. These basins shall be located within Outlots A and B that will be conveyed to the City with the final plat.

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 within Outlots A and B, Reserve at Cedar Creek.

Draintile construction is required in areas of non-granular soils within Reserve at Cedar Creek for the street subgrade and lots. Any additional draintile construction, including perimeter draintile required for building footings, deemed necessary during construction by the City shall be the Developer’s responsibility to install and finance.

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

Storm Sewer Charge Summary		
Gross Area of Reserve at Cedar Creek		871,130 s.f.
Less Area of 202 nd Street Right-Of-Way		(-) 49,600 s.f.
Less Area of Outlot A (Stormwater Management)		(-) 89,288 s.f.
Less Area of Outlot B (Wetland and Buffer)		(-) 92,560 s.f.
Total Storm Sewer Charge Area		639,682 s.f.
639,682 s.f. Net Area Reserve at Cedar Creek Addition	x \$0.198/s.f. 2025 Unit Rate (Multi-Family)	= \$126,657.04 Storm Sewer Charge Reserve at Cedar Creek Addition

20. SANITARY SEWER. Reserve at Cedar Creek is located within subdistrict SC-10070 of the South Creek sanitary sewer district. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor sewer monitored by meter M646. Wastewater treatment is provided by the Empire Wastewater Treatment Facility.

The Developer shall construct and extend 8-inch public sanitary sewer within the subdivision from existing stubs located within Glarus Lane (west of the Globe Drive intersection) and Gothic Avenue (west of the Globe Drive intersection). The Developer shall extend public sanitary sewer to the west plat boundary (west of the Glarus Lane and Gothic Avenue intersection) to provide for future development.

The Developer is responsible for obtaining all necessary temporary easements, as applicable, so that future sanitary sewer connections do not impact any existing public streets.

The Developer is eligible for credit for sanitary sewer improvements oversized to serve future development. The City shall apply a \$39,046.35 credit to the Reserve at Cedar Creek cash requirements.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

48 units	x \$327.00/unit	= \$15,696.00
Total Units	2025 Unit Rate	Sanitary Sewer Availability Charge
Reserve at Cedar Creek Addition		Reserve at Cedar Creek Addition

21. WATERMAIN. The Developer shall construct and extend 8-inch public watermain within the subdivision from existing stubs located within Glarus Lane (west of the Globe Drive intersection) and Gothic Avenue (west of the Globe Drive intersection). The Developer shall extend public watermain to the west plat boundary (west of the Glarus Lane and Gothic Avenue intersection) to provide for future development.

The Developer is responsible for obtaining any necessary temporary easements, as applicable, so that future watermain connections do not impact any existing public streets.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction is restricted to the 200th Street and Globe Drive intersections, via Cedar Avenue (CSAH 23).

23. SITE CONDITIONS AND REMOVAL OF ENCROACHMENTS. The Reserve at Cedar Creek site consists of two existing homesteads. The Developer shall remove all existing structures, accessory buildings, driveways and aprons, fences and septic systems and abandon all wells with the final plat. The Developer shall provide a security of \$110,000.00 with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations, including a demolition permit from the Building Inspections Division.

24. UNDERGROUNDING. Existing aboveground equipment (utility lines and poles) are located along the south side of 200th Street, adjacent to the parent parcels. The Developer shall relocate and maintain the equipment underground with development of Reserve at Cedar Creek, consistent with the City’s Public Ways and Property Ordinance. The Developer shall provide a \$10,000.00 security with the

final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations.

25. PARKS, TRAILS, AND SIDEWALKS. The Developer shall construct five-foot wide public sidewalks, with pedestrian curb ramps, along one side of all local streets.

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

48 units	x \$3,968.00	= \$190,464.00
Total Units	2025 Unit Rate	Park Dedication Fee
Reserve at Cedar Creek Addition	(Medium-Density)	Reserve at Cedar Creek Addition

26. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee of \$2,875.00 for traffic control signs with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an addition \$300.00 for each mobilization.

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

48 units	x \$40.48/unit	= \$1,943.04
Total Units	2025 Rate	Streetlight Operating Fee
Reserve at Cedar Creek Addition		Reserve at Cedar Creek 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:

48 units	x \$61.52/unit	= \$2,952.96
Total Units (Single Family)	2025 Rate	Environmental Resources Fee
Reserve at Cedar Creek Addition		Reserve at Cedar Creek 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 six feet (6') 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 \$38,983.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

29. FEMA FLOODPLAIN ANALYSIS. South Creek crosses through the southwest corner of Reserve at Cedar Creek and is designated as Zone AE, and therefore within a Special Flood Hazard Area (SFHA). The area mapped as Zone AE will be placed in an outlot and conveyed to the City at the time of final plat approval.

30. TREE PRESERVATION. The tree preservation/inventory plan submitted with the Reserve at Cedar Creek preliminary plat identifies approximately 857 existing significant trees located within the preliminary plat boundaries. Most of the trees will be removed for the grading of site. A grading permit was issued by staff following preliminary plat approval allowing for the removal of the trees on site to take place in accordance with the approved tree preservation plan.

All “save” trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance. Tree protection measures as identified in the Tree Preservation ordinance (10-4-11), including but not limited to tree protection fencing and erosion control measures, are to be installed and maintained by the Developer throughout construction.

31. WETLANDS. The wetland delineation for the site was completed and approved on 8/16/2024. The wetland delineation for the area outlined in the reports has been determined to be acceptable for use in implementing the Wetland Conservation Act.

The plans impact one lower quality wetland that is located within farm pasture. The total proposed wetland impact is 0.125 acres. A wetland replacement plan was approved 3/11/2025. The Developer has purchased 0.25 acres of wetland banking credit to replace the wetland impacts.

The remaining creek, wetland and buffers on the site will be placed in City-owned outlots. The Developer shall install "Natural Area" signs along the wetland buffers (4 locations). Final locations must be reviewed by City staff prior to installation. The Developer shall install "Natural Area" signs prior to the issuance of building permits. The Developer is responsible for the establishment and maintenance of the wetland buffers with native vegetation within all disturbed areas.

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

- A. Implementation of the recommendations listed in the June 30, 2025, Planning Report, and June 30, 2025, Engineering Report.
- B. Before the City signs the final plat, the Developer shall convey Outlots A and B to the City by warranty deed, free and clear of any and all encumbrances.
- C. The Developer shall install a "Future Street Extension" sign and barricades on the west end of Glarus Lane.
- D. Driveway access to 200th Street is prohibited from Lots 1-9, Block 1.
- 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 \$5,000.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: fifty (50) 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 \$4,500.00.
- 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 \$6,000.00 and consists of five (5) post-top street lights at \$1,200.00 each.
- H. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

33. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for \$1,819,225.83. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$208,536.75
B. Watermain	256,567.00
C. Storm Sewer/Draintile	275,370.00
D. Streets	513,872.00
E. Grading, Erosion Control, Restoration and Establishment	<u>225,807.64</u>
CONSTRUCTION SUB-TOTAL	<u>\$1,480,153.39</u>

OTHER COSTS:

A. Developer's Design (3.0%)	\$44,404.60
B. Developer's Construction Survey (2.5%)	37,003.83
C. City Legal Expenses (Est. 0.5%)	7,400.77
D. City Construction Observation (Est. 5.0%)	74,007.67
E. City Record Drawings (0.5%)	7,400.77
F. Natural Area Signs	600.00

G. Undergrounding	8,271.80
H. Removal of Existing Encroachments	110,000.00
I. Landscaping	38,983.00
J. Street Lights	6,000.00
K. Lot Corners/Iron Monuments	<u>5,000.00</u>
OTHER COSTS SUB-TOTAL	<u>\$339,072.44</u>
TOTAL SECURITIES:	\$1,819,225.83

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

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	\$190,464.00
B. Sanitary Sewer Availability Charge	15,696.00
C. Storm Sewer Charge	126,657.04
D. MS4 Administration Fee	10,987.05
E. Traffic Control Signs	2,875.00
F. Street Light Operating Fee	1,943.04

G. Environmental Resources Expenses	2,952.96
H. Property Data and Asset/Infrastructure Management Fee	4,500.00
I. City Engineering Administration (3% for letters of credit)	<u>44,404.60</u>

TOTAL CASH REQUIREMENTS **\$400,479.69**

CREDITS TO THE CASH REQUIREMENTS

Sanitary Sewer Improvements (Sanitary Sewer Fund)	<u>\$39,046.35</u>
SUBTOTAL – CASH REQUIREMENTS	<u>\$39,046.35</u>

TOTAL CASH REQUIREMENTS **\$361,433.34**

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 three (3) model homes on lots acceptable to the Building Official. Approval of an administrative permit in compliance with Chapter 27 of the City's zoning ordinance is required prior to the construction of any model homes.
- F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City covenants to provide a

recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of the Contract. A release of this Contract may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Contract. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

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

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

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury

Blanket Contractual Liability
Products and Completed Operations Liability

Automobile Liability

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

Workers Compensation

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

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

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

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

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

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

J. Indemnification. To the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor,

subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.

- K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- L. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it, until the City's issuance of a Certificate of Completion and Release.
- M. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.
- N. Should the Developer convey any lot or lots in the Development to a third party, the City and the owner of that lot or those lots may amend this Development Contract or other city approvals or agreements for development or use of those lots without the approval or consent of the Developer or other lot owners in the Development. Private agreements between the owners of lots within the Development for shared service or access and related matters necessary for the efficient use of the Development shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner in the Development.

39. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 221 S River Ridge Circle, Suite 100, Burnsville, MN 55337-1692. 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 _____
 Taylor Snider, Deputy 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 Taylor Snider, the Mayor and Deputy 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

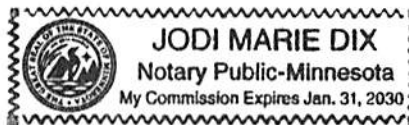
DEVELOPER:
THE RESERVE AT CEDAR CREEK LLC

BY: Elisabeth A. Mills
Its Secretary

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 17 day of July,
2025, by Elisabeth Mills the Secretary of
The Reserve at Cedar Creek LLC, a Minnesota limited liability company, on behalf of said entity.

Jodi Marie Dix
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
RESERVE AT CEDAR CREEK

The West 660.00 feet of the East 1980.00 feet of the North 660.00 feet of the North-Half (N ½) of the Northeast Quarter (NE ¼), Section Twenty-eight (28), Township One Hundred Fourteen (114), Range Twenty (20), Dakota County, Minnesota.

And

The West 661.31 feet of the East 1983.05 feet of that part of the North ½ of the Northeast ¼ lying Southerly of the North 660.00 feet thereof, Section 28, Township 114, Range 20, Dakota County, Minnesota.

[Platted as Reserve At Cedar Creek, Dakota County, Minnesota.]



City of Lakeville
Community Development

Memorandum

To: Tina Goodroad, Community Development Director
From: Kris Jenson, Planning Manager
Date: June 30, 2025
Subject: Reserve at Cedar Creek Final Plat
Application Action Deadline: August 3, 2025

INTRODUCTION

Reserve at Cedar Creek, LLC has submitted an application and plans for the final plat of Reserve at Cedar Creek, which includes 48 single family lots located north of 202nd Street (CSAH 50), south of 200th Street, and east of Hamburg Avenue. This is the only phase of the preliminary plat of 48 single family lots that was approved by the City Council on June 2, 2025. The lot, block and street design of the Reserve at Cedar Creek final plat is consistent with the approved preliminary plat. The final plat plans have been reviewed by Engineering and Parks and Recreation staff.

EXHIBITS

- A. Aerial Photo Map
- B. Approved Preliminary Plat
- C. Final Plat

PLANNING ANALYSIS

Existing Conditions. The Reserve at Cedar Creek final plat area consists of two parcels. Previously the sites had single family homes and outbuildings. A grading permit has been issued for the site.

Zoning. The zoning of the property is RST-2, Single and Two-Family Residential District. Single family homes are a permitted use within the RST-2 District.

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 48 lots in the final plat meet the minimum square footage required.

Lot Width/Depth. The minimum lot width for single-family lots within the RST-2 District is 70 feet for interior lots and 85 feet for corner lots. All lots meet the minimum lot width/depth requirements.

Setbacks. Setback requirements for single family lots in the RST-2 District are outlined below:

Front	Side (Interior)	Side (Corner)	Rear	Buffer (Rear)
20 feet house 25 feet garage	7 feet	20 feet	30 feet	50 feet

The proposed building pads meet the minimum setback requirements for interior and corner lots.

Development Density. The Reserve at Cedar Creek final plat consists of 48 single family lots on 20 acres for a gross density of 2.4 units per acre. Removing the outlots and arterial street right-of-way leaves 14.68 acres to be developed, resulting in a net density of 3.27 units per acre.

Outlots. There are two outlots proposed with the Reserve at Cedar Creek final plat.

Outlot A is 2.05 acres and will be deeded to the City for stormwater management purposes.

Outlot B is 2.13 acres and will be deeded to the City for wetland and buffer protection and stormwater management purposes.

Streets & Right-of-Way. Reserve at Cedar Creek is adjacent to or will include the construction of the following streets:

202nd Street (CSAH 50) is south of and adjacent to the development and is classified as a minor arterial in the Comprehensive Transportation Plan. The Plat Needs Map indicates that 75 feet of ½ right-of-way is required for 202nd Street and is being dedicated on the final plat.

200th Street is north of and adjacent to the development and is classified as a minor collector in the Comprehensive Transportation Plan. The south ½ right of way of 40 feet is being dedicated with this plat. 200th Street is currently a rural gravel roadway and will be constructed in the future as a urban collector street. There are no programmed improvements in the current adopted CIP (2025-2029). Driveway access to 200th Street is prohibited from Lots 1-9, Block 1.

Globe Drive is an existing 32-foot-wide residential street along the east property line, just outside the plat boundary. It was constructed within a 60-foot-wide right-of-way with a five-foot-wide concrete sidewalk along the east side of the street and will provide access to 200th Street.

Glarus Lane will be a 32-foot-wide residential street constructed within a 60-foot-wide right-of-way with a five-foot-wide concrete sidewalk on one side of the street that will be extended from

the Cedar Creek Villas development to the east. The Developer will be required to place a future street extension sign and barricades at the west end of the street.

Gothic Avenue will be a 32-foot-wide residential street constructed within a 60-foot-wide right-of-way with a five-foot-wide concrete sidewalk on one side of the street that will be extended from the Cedar Creek Villas development to the east.

Trails. There is currently a trail along the north side of 202nd Street, adjacent to the plat boundary. No additional trails are proposed to be constructed with this development.

Park Dedication. A cash contribution of \$190,464.00 is required with the final plat to satisfy the Park Dedication requirement for Reserve at Cedar Creek. Please see the June 30, 2025 engineering report for more details.

Tree Preservation. There were 857 significant trees within the Reserve at Cedar Creek preliminary plat boundary, with 30 (3.5%) proposed to be saved.

Wetlands. A wetland delineation for the site was approved on August 16, 2024. One lower quality wetland located in a farm pasture will be impacted and a wetland replacement plan was approved on March 11, 2025. See the Engineering memo for additional information.

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 30, 2025 engineering report.

Overhead Utilities. Overhead electric line and poles are located along the south side of 200th Street. The Developer will be required to place these utilities underground along the plat boundary as a part of the improvements on the site.

RECOMMENDATION

The Reserve at Cedar Creek final plat is consistent with the approved preliminary plat and complies with the requirements of the Zoning and Subdivision Ordinances. Planning Department staff recommends approval of the Reserve at Cedar Creek final plat subject to the following conditions:

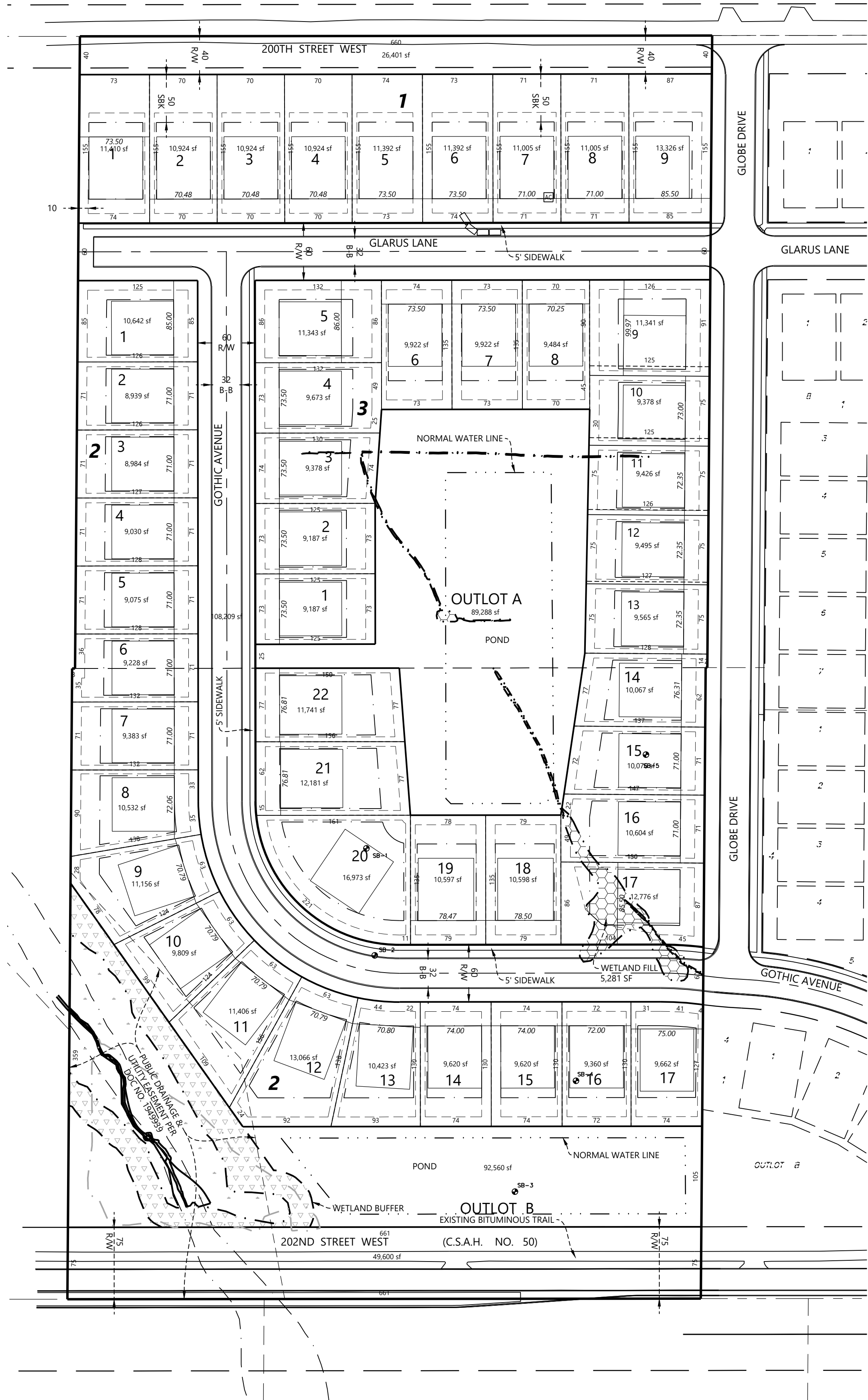
1. The recommendations listed in the June 30, 2025 engineering report.
2. Outlots A and B must be deeded to the City with the Reserve at Cedar Creek final plat.
3. Five-foot-wide concrete sidewalks shall be constructed along one side of all streets, at the developer's expense, as shown on the approved final plat plans.
4. The developer shall pay \$190,464.00 in park dedication fees with the final plat.
5. Driveway access to 200th Street is prohibited from Lots 1-9, Block 1

6. Glarus Lane must have a future street extension sign and barricades placed at the west end of the street.
7. All new local utilities and the existing overhead service utilities located along the south side of 200th Street shall be placed underground.



City of Lakeville
Reserve at Cedar
Creek Final Plat
Site Location Map

EXHIBIT A



KING PROPERTY DESCRIPTION

The West 660.00 feet of the East 1980.00 feet of the North 660.00 feet of the North-Half (N1/2) of the Northeast Quarter (NE1/4), Section Twenty-eight (28), Township One Hundred Fourteen (114), Range Twenty (20), Dakota County, Minnesota.

Abstract Property

DROGEMULLER PROPERTY DESCRIPTION

The West 661.31 feet of the East 1983.05 feet of that part of the North 1/2 of the Northeast 1/4 lying Southerly of the North 660.00 feet thereof, Section 28, Township 114, Range 20, Dakota County, Minnesota.

Abstract Property

SITE DEVELOPMENT DATA

- EXISTING ZONING: RST-2
- GROSS SITE AREA: 20.0 AC (871,214 SF)
MAJOR R.O.W.: 202ND ST 1.14 AC (49,600 SF)
200TH ST 0.61 AC (26,401 SF)
WETLANDS (TO REMAIN): 0.49 AC (21,344 SF)
- NET SITE AREA: 17.76 AC (773,625 SF)
- DEVELOPMENT SUMMARY
70 FT SINGLE FAMILY HOMES: 48 LOTS
- PROJECT DENSITY:
GROSS: ±2.40 UN/AC
NET: ±2.61 UN/AC

LOT STANDARDS

STANDARD	70' SINGLE FAMILY
MINIMUM LOT AREA	8,939 SF
AVERAGE LOT AREA	10,524 SF
MINIMUM LOT WIDTH	70' @ FRONT SBK
MINIMUM LOT DEPTH	124'
SETBACKS	
FRONT	25'
SIDE INTERIOR LOT	7'
SIDE CORNER LOT	20'
REAR	30" TYPICAL 50' TO 200TH ST. & 202ND ST.

OUTLOT TABLE

OUTLOT	USE	OWNERSHIP	GROSS AREA
A	PONDING	CITY	2.05 AC
B	PONDING / WETLAND	CITY	2.13 AC

SITE LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL

DEVELOPMENT NOTES

- ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
- ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
- DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED. DRAINAGE AND UTILITY EASEMENTS WILL BE PROVIDED OVER ALL PUBLIC UTILITIES AND UP TO 1 FOOT ABOVE THE HIGH WATER LEVEL OF ALL PONDS.
- STREET WIDTHS ARE SHOWN FROM BACK OF CURB TO BACK OF CURB.

TYPICAL SINGLE FAMILY (SF) LOT DETAIL

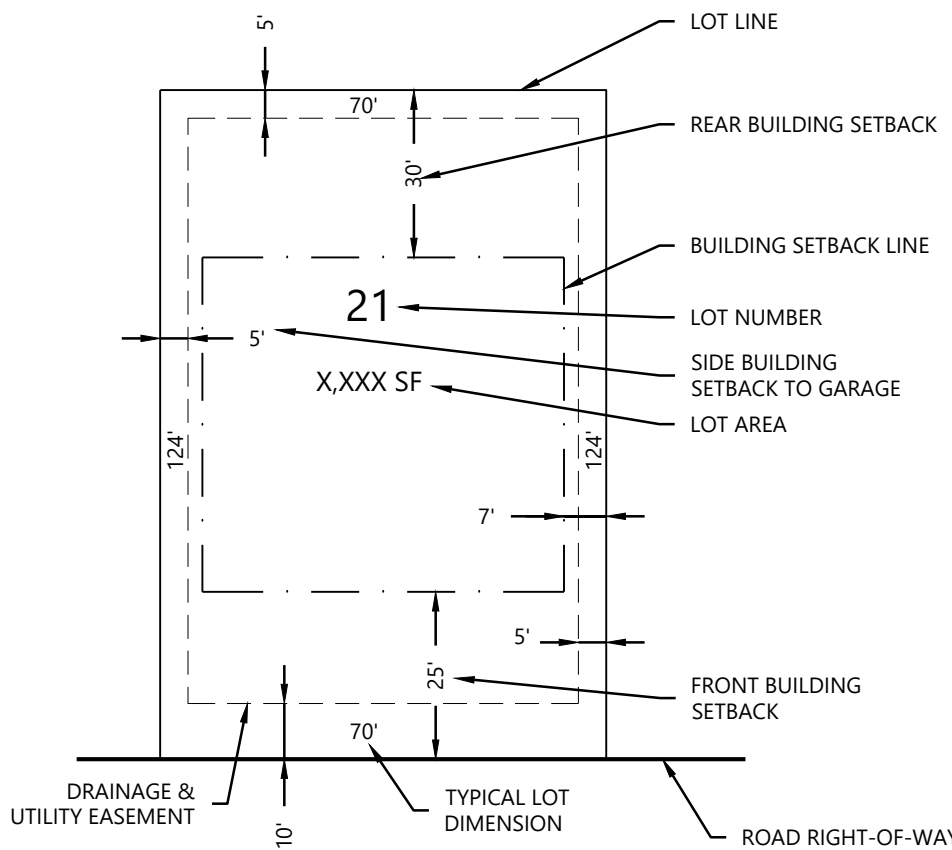


EXHIBIT B

NOT FOR CONSTRUCTION

DESIGNED: TDD
CHECKED: TDD
DRAWN: TDD
HORIZONTAL SCALE: 80'
VERTICAL SCALE: 16' OR 8'

INITIAL ISSUE: 01/07/25

REVISIONS:

- 03/07/25 CITY COMMENTS
- 04/04/25 CITY COMMENTS
- 05/06/25 CITY COMMENTS
- 05/14/25 CITY COMMENTS

PREPARED FOR:

RESERVE AT CEDAR CREEK, LLC.

221 S RIVER RIDGE CIR STE 100
BURNSVILLE, MN 55337

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

CORY L. MEYER
DATE: 05/14/25 LICENSE NO. 26971

RESERVE AT CEDAR CREEK

LAKEVILLE, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY PLAT

PROJECT NUMBER: 0052375.00

SHEET NUMBER:

4

OF

25

DATE: 05/14/25

RESERVE AT CEDAR CREEK

KNOW ALL PERSONS BY THESE PRESENTS: That The Reserve at Cedar Creek, LLC, a Minnesota limited liability company, owner of the following described property:

The West 660.00 feet of the East 1980.00 feet of the North 660.00 feet of the North-Half (N 1/2) of the Northeast Quarter (NE 1/4), Section Twenty-eight (28), Township One Hundred Fourteen (114), Range Twenty (20), Dakota County, Minnesota.

AND

The West 661.31 feet of the East 1983.05 feet of that part o the North 1/2 of the Northeast 1/4 lying southerly of the North 660.00 feet thereof, Section 28, Township 114, Range 20, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as **RESERVE AT CEDAR CREEK** and does hereby donate and 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 The Reserve at Cedar Creek, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20_____.

THE RESERVE AT CEDAR CREEK, LLC

By _____
Its _____

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____, by _____, its _____ of The Reserve at Cedar Creek, LLC, a Minnesota limited liability company on behalf of the company.

(Signature)

(Name Printed)

Notary Public, _____ County, _____

My Commission Expires _____

I, Ernest M. Wirtz Jr, 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_____.

Ernest M. Wirtz Jr, Licensed Land Surveyor
Minnesota License No. 63119

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____ by Ernest M. Wirtz Jr, Land Surveyor, Minnesota License No. 63119.

(Signature)

(Name Printed)

Notary Public, _____ County, _____

My Commission Expires _____

CITY COUNCIL, CITY OF LAKEVILLE, STATE OF MINNESOTA

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

Mayor _____ Clerk _____

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

Todd B. Tollefson
Dakota County Surveyor

BOARD OF COUNTY COMMISSIONERS, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

Chair, County Board _____ Attest _____
County Treasurer-Auditor

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

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 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____.

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

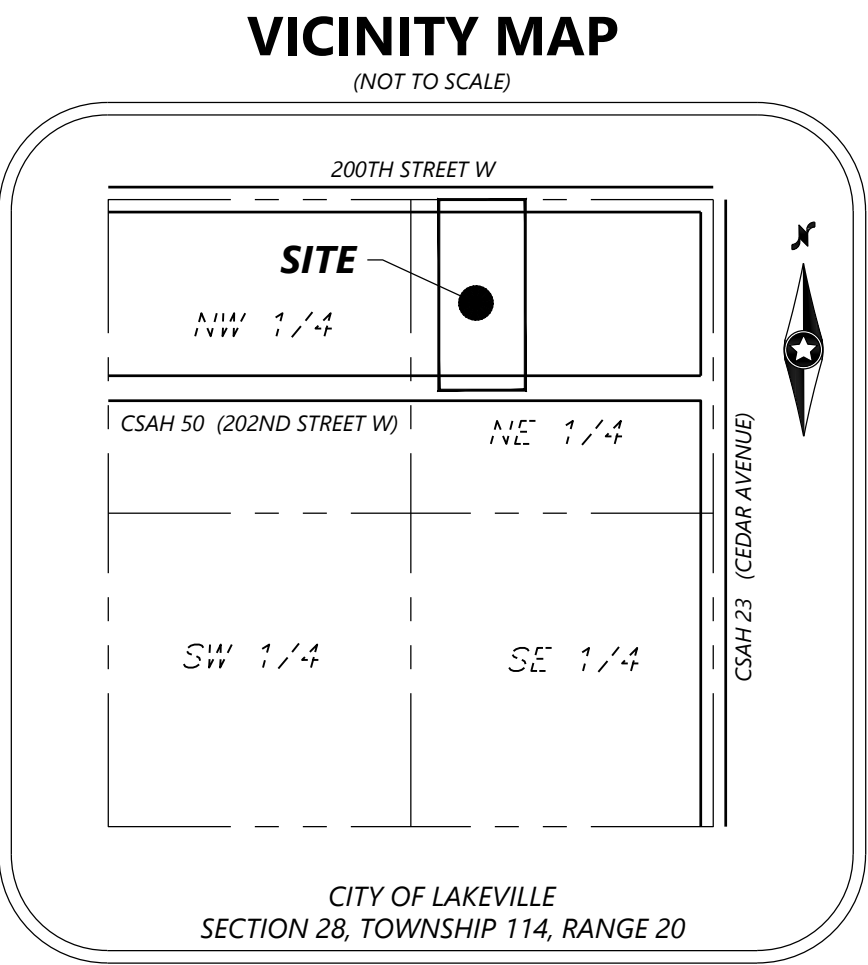
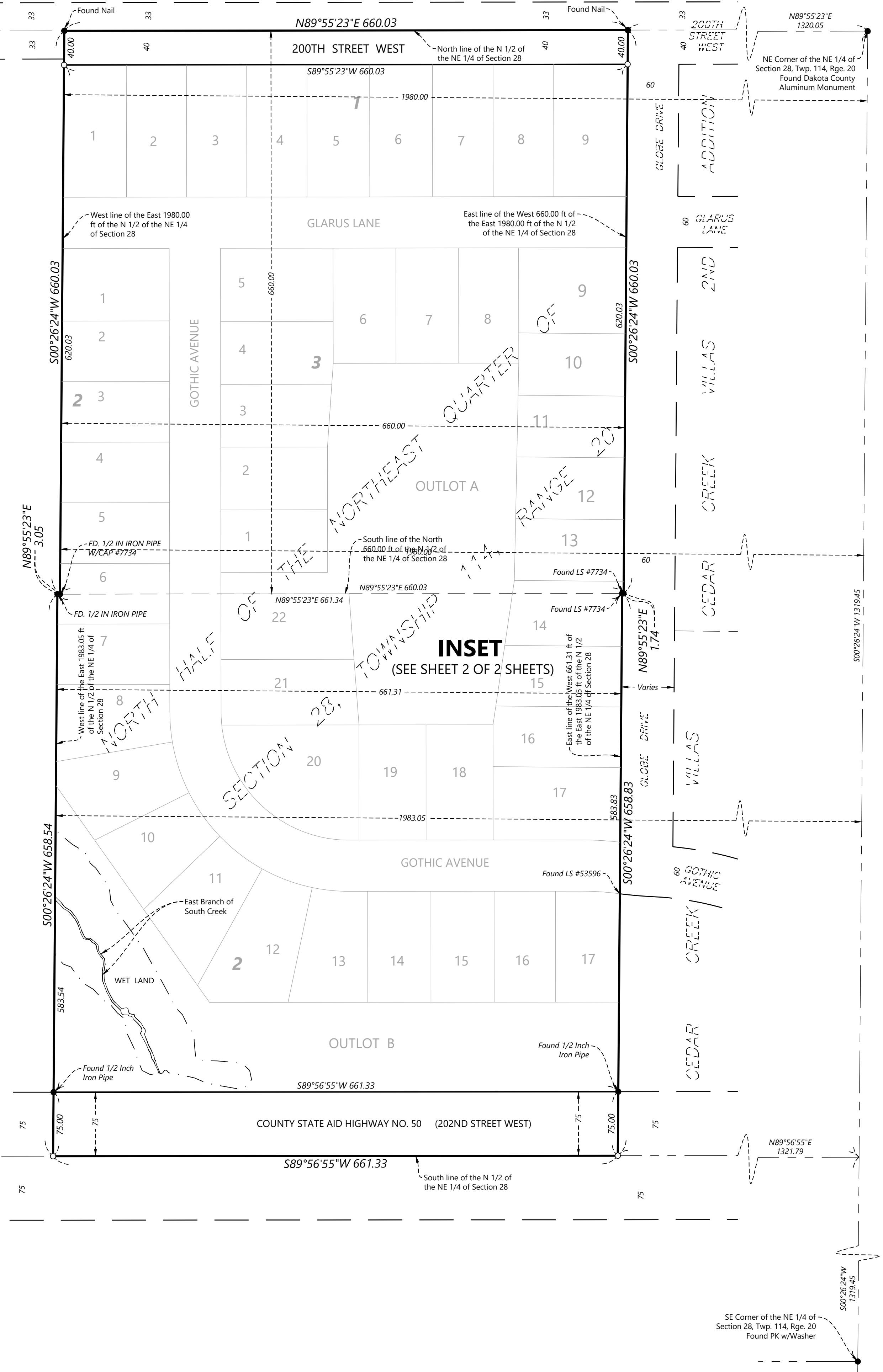
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of **RESERVE AT CEDAR CREEK** 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 _____.

Amy A. Koethe, County Recorder, Dakota County, Minnesota

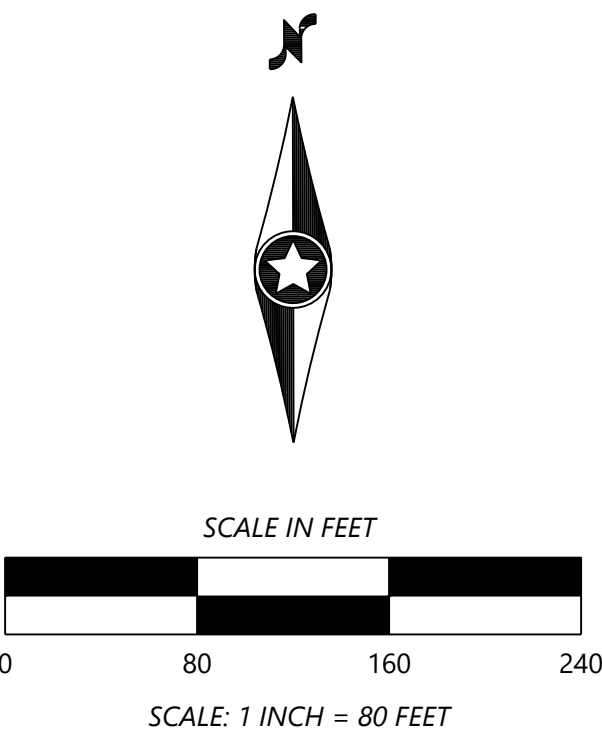
By _____, Deputy

Westwood
Professional Services, Inc.



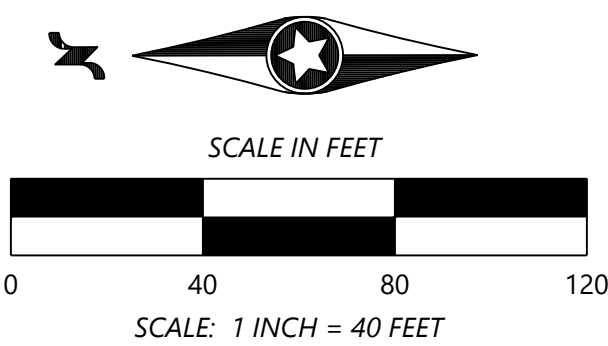
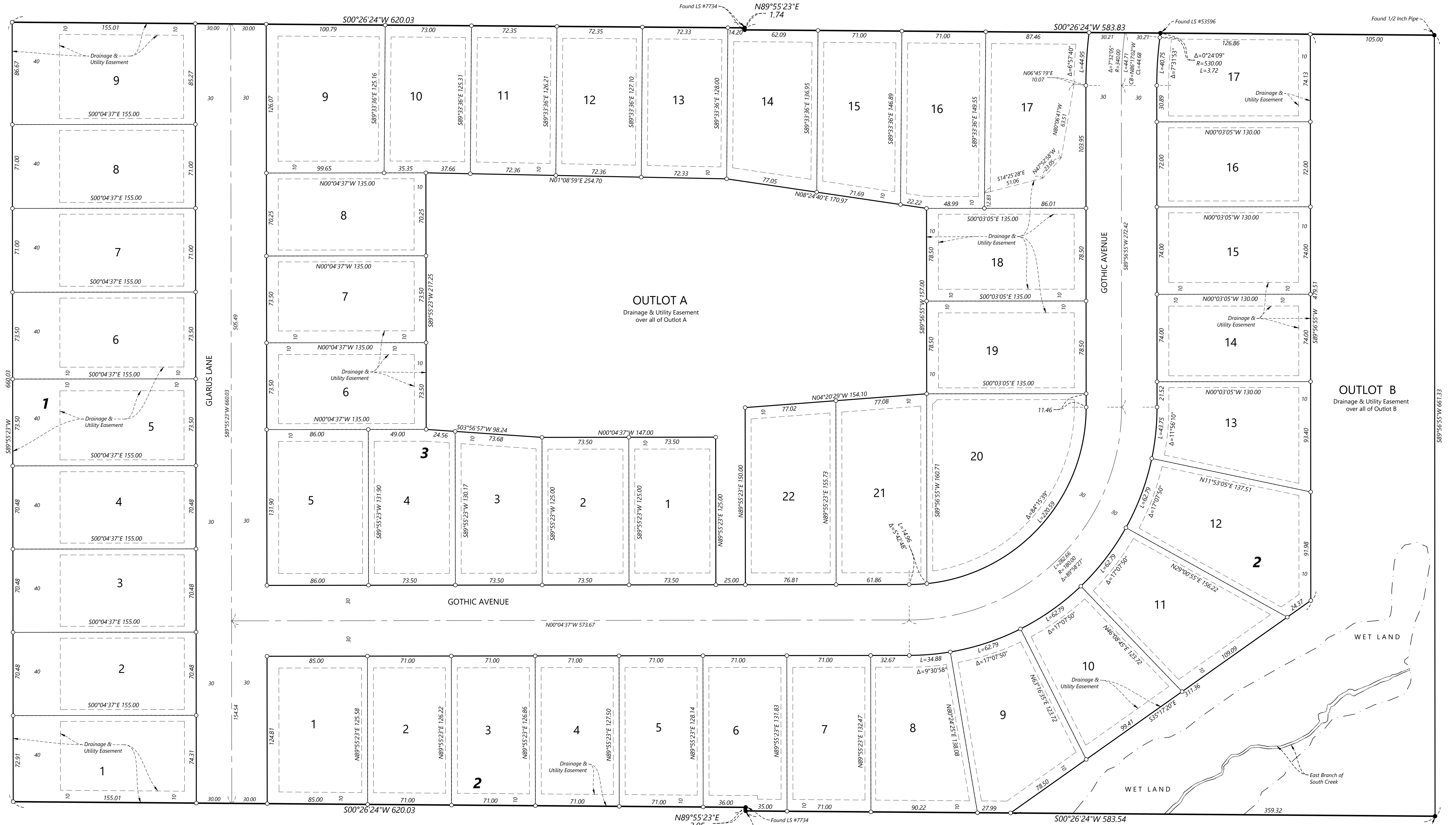
- SET 1/2" BY 14" REBAR WITH CAP #63119
- FOUND MONUMENT, AS NOTED ON SURVEY

THE NORTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 114, RANGE 20, IS ASSUMED TO BEAR N 89°55'23" E

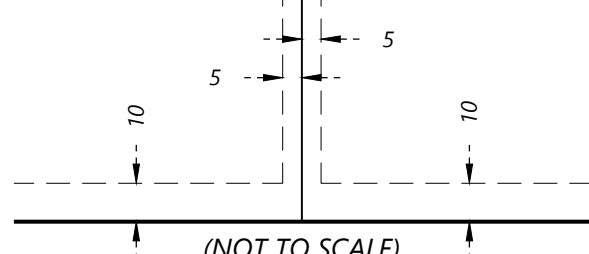


INSET
(FROM SHEET 1 OF 2 SHEETS)

RESERVE AT CEDAR CREEK



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT

- SET 1/2" BY 14" REBAR WITH CAP #63119
- FOUND MONUMENT AS NOTED ON SURVEY

THE NORTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 114, RANGE 20, IS ASSUMED TO BEAR N 89°55'23" E



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: Julie Stahl, Finance Director
Tina Goodroad, Community Development Director
Dave Mathews, Building Official
Date: June 30, 2025
Subject: Reserve at Cedar Creek

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

BACKGROUND

Reserve at Cedar Creek, LLC submitted a final plat named Reserve at Cedar Creek. The proposed subdivision is located south of and adjacent to 200th Street, west of Cedar Avenue (CSAH 23) and north of and adjacent to 202nd Street (CSAH 50). The parent parcels consist of two metes and bounds parcels (PID Nos. 22-02800-01-022 and 22-02800-01-028) and are zoned RST-2, Single and Two Family Residential District.

The final plat consists of 48 residential lots within three blocks, and two outlots on 20.00 acres. The Developer is dedicating 1.14 acres as 202nd Street right-of-way.

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

Outlot A: Stormwater Management; deeded to City (2.05 acres)
Outlot B: Stormwater Management, Wetland, and Buffer; deeded to City (2.13 acres)

The proposed development will be completed by:

Developer: Reserve at Cedar Creek, LLC

Engineer/Surveyor: Westwood Professional Services

SITE CONDITIONS

The Reserve at Cedar Creek site consists of two existing homesteads. All existing structures, accessory buildings, driveways and aprons, fences and septic systems shall be removed, and all wells shall be abandoned with the final plat. The Developer shall provide a security of \$110,000 with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations, including demolition permit from the Building Inspections Division.

STREET AND SUBDIVISION LAYOUT

200th Street

Reserve at Cedar Creek is located south of and adjacent to 200th Street, a City roadway classified as a minor collector. The Developer is dedicating the south ½ right-of-way of 40 feet, as shown on the final plat. Dedication of the north ½ right-of-way will be collected when the adjoining property to the north is subdivided.

200th Street is a two-lane undivided rural gravel roadway. 200th Street will be constructed in the future consistent with City urban collector roadway design standards. There are no programmed improvements in Lakeville’s current adopted five-year Capital Improvement Plan (2025-2029).

202nd Street (CSAH 50)

Reserve at Cedar Creek is located north of and adjacent to 202nd Street, a minor arterial County highway, as identified in the City’s Transportation Plan. The current Dakota County Plat Review Needs Map indicates a 75-foot-wide half right-of-way requirement, which is shown to be dedicated on the final plat.

Local Roads

Development of Reserve at Cedar Creek includes the extension of Glarus Lane and Gothic Avenue, City roadways classified as local roads. The roadways are designed as 32-foot-wide urban roads with a sidewalk along one side, within a 60-foot-wide right-of-way. The Developer is dedicating the necessary right-of-way as shown on the final plat. The Developer shall install a “Future Street Extension” sign and barricades on the west end of Glarus Lane.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction is restricted to the 200th Street and Globe Drive intersections, via Cedar Avenue (CSAH 23). Construction access and egress is not permitted on Hamburg Avenue.

PARKS, TRAILS, AND SIDEWALKS

Development of Reserve at Cedar Creek includes the construction of public sidewalks. Five-foot-wide concrete sidewalks, with pedestrian curb ramps, will be installed along one side of all local streets.

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

48 units	x \$3,968.00	= \$190,464.00
Total Units	2025 Unit Rate	Park Dedication Fee
Reserve at Cedar Creek Addition	(Medium-Density)	Reserve at Cedar Creek Addition

UTILITIES

SANITARY SEWER

Reserve at Cedar Creek is located within subdistrict SC-10070 of the South Creek sanitary sewer district. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor sewer monitored by meter M646. Wastewater treatment is provided by the Empire Wastewater Treatment Facility.

Development of Reserve at Cedar Creek includes construction of public sanitary sewer. 8-inch sanitary sewer will extend within the subdivision from existing stubs located within Glarus Lane (west of the Globe Drive intersection) and Gothic Avenue (west of the Globe Drive intersection). The Developer shall extend public sanitary sewer to the west plat boundary (west of the Glarus Lane and Gothic Avenue intersection) to provide for future development. The Developer is responsible for obtaining all necessary temporary easements, as applicable, so that future sanitary sewer connections do not impact any existing public streets.

The Developer is eligible for credit for sanitary sewer improvements oversized to serve future development. A \$39,046.35 credit will be applied to the Reserve at Cedar Creek cash requirements.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

48 units	x \$327.00/unit	= \$15,696.00
Total Units	2025 Unit Rate	Sanitary Sewer Availability Charge
Reserve at Cedar Creek Addition		Reserve at Cedar Creek Addition

WATERMAIN

Development of Reserve at Cedar Creek includes construction of public watermain. 8-inch watermain will extend within the subdivision from existing stubs located within Glarus Lane

(west of the Globe Drive intersection) and Gothic Avenue (west of the Globe Drive intersection). The Developer shall extend public watermain to the west plat boundary (west of the Glarus Lane and Gothic Avenue intersection) to provide for future development. The Developer is responsible for obtaining any necessary temporary easements, as applicable, so that future watermain connections do not impact any existing public streets.

UNDERGROUNDING

Existing aboveground equipment (utility lines and poles) is located along the south side of 200th Street, adjacent to the parent parcels. The equipment must be relocated and maintained underground with development of Reserve at Cedar Creek, consistent with the City's Public Ways and Property Ordinance. The Developer shall provide a \$10,000.00 security with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations.

DRAINAGE AND GRADING

Reserve at Cedar Creek is located within subdistrict SC-095 of the South Creek stormwater district.

The Reserve at Cedar Creek final plat includes construction of two stormwater management basins to provide water quality treatment and rate control of the stormwater runoff generated from Reserve at Cedar Creek. These basins are placed within Outlots A and B that will be deeded to the City with the final plat.

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

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

STORM SEWER

Reserve at Cedar Creek includes construction of public storm sewer systems. Storm sewer will be constructed within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to a public stormwater management basin located within Outlots A and B, Reserve at Cedar Creek.

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

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

Storm Sewer Charge Summary		
Gross Area of Reserve at Cedar Creek		871,130 s.f.
Less Area of 202 nd Street Right-Of-Way		(-) 49,600 s.f.
Less Area of Outlot A (Stormwater Management)		(-) 89,288 s.f.
Less Area of Outlot B (Wetland and Buffer)		(-) 92,560 s.f.
Total Storm Sewer Charge Area		639,682 s.f.
639,682 s.f. Net Area Reserve at Cedar Creek Addition	x \$0.198/s.f. 2025 Unit Rate (Multi-Family)	= \$126,657.04 Storm Sewer Charge Reserve at Cedar Creek Addition

FEMA FLOODPLAIN ANALYSIS

Reserve at Cedar Creek is shown on the Flood Insurance Rate Map (Map No. 27037C0211E; Eff. Date 12/2/2011; Revised to reflect LOMR Eff. Date 5/5/2025) primarily as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, the lots within Reserve at Cedar Creek are not located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

South Creek crosses through the southwest corner of Reserve at Cedar Creek and is designated as Zone AE, and therefore within a Special Flood Hazard Area (SFHA). The area mapped as Zone AE will be placed in an outlot and deeded to the City at the time of final plat approval.

WETLANDS

The wetland delineation for the site was completed and approved on 8/16/2024. The wetland delineation for the area outlined in the reports has been determined to be acceptable for use in implementing the Wetland Conservation Act.

The plans impact one lower quality wetland that is located within farm pasture. The total proposed wetland impact is 0.125 acres. A wetland replacement plan was approved 3/11/2025. The developer has purchased 0.25 acres of wetland banking credit to replace the wetland impacts.

The remaining creek, wetland and buffers on the site will be placed in City-owned outlots. Natural Area signs will be installed along the wetland buffers (4 locations). Final locations must be reviewed by City staff prior to installation. Natural Area Signs shall be installed prior to the issuance of building permits. The Developer is responsible for the establishment and of the wetland buffers with native vegetation at are disturbed.

TREE PRESERVATION

The tree preservation/inventory plan submitted with the Reserve at Cedar Creek preliminary plat identifies approximately 857 existing significant trees located within the preliminary plat boundaries. Most of the trees will be removed for the grading of site. A grading permit was issued by staff following preliminary plat approval allowing for the removal of the trees on site to take place in accordance with the approved tree preservation plan.

All “save” trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance. Tree protection measures as identified in the Tree Preservation ordinance (10-4-11), including but not limited to tree protection fencing and erosion control measures, are to be installed and maintained throughout construction.

EROSION CONTROL

The Developer is responsible for obtaining a MPCA Construction Permit and updating the SWPPP, including changes during construction, for the duration of the project. The permit requires that all erosion and sediment BMPs be clearly outlined in the project SWPPP.

The Developer shall undertake all necessary actions to establish native vegetation within outlots dedicated to the City. This obligation extends to maintaining all seeded areas to ensure the successful growth of desired vegetation and the active management and eradication of invasive species. Redundant silt fence is required along all wetlands and waterways that do not have an established 50-foot buffer. Additional erosion control measures may be required during construction, as deemed necessary by City staff, and must be installed and maintained by the Developer.

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

\$549,352.50	x 2% Grading Costs	= \$10,987.05
Grading Cost	2025 Rate	MS4 Administration Fee
Reserve at Cedar Creek		Reserve at Cedar Creek
Addition		Addition

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Reserve at Cedar Creek. Construction costs are based upon a cost estimate submitted by the Developer's engineer on May 7, 2025 (amended June 4, 2025).

CONSTRUCTION COSTS

Sanitary Sewer	\$ 208,536.75
Watermain	256,567.00
Storm Sewer	275,370.00
Streets	513,872.00
Grading, Erosion Control, Restoration and Establishment of City Outlots	225,807.64
SUBTOTAL - CONSTRUCTION COSTS	\$ 1,480,153.39

OTHER COSTS

Developer's Design (3.0%)	\$ 44,404.60
Developer's Construction Survey (2.5%)	37,003.83
City's Legal Expense (0.5%)	7,400.77
City Construction Observation (5.0%)	74,007.67
Developer's Record Drawing (0.5%)	7,400.77
Natural Area Signs	600.00
Undergrounding	8,271.80
Existing Structures and Driveways Removal	110,000.00
Landscaping	38,983.00
Streetlights	6,000.00
Lot Corners/Iron Monuments	5,000.00
SUBTOTAL - OTHER COSTS	\$ 339,072.44
TOTAL PROJECT SECURITY	\$ 1,819,225.83

The street light security totals \$6,000 which consists of 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 \$5,000.00. 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 \$2,875.00 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

RESERVE AT CEDAR CREEK – FINAL PLAT**JUNE 30, 2025****PAGE 8 OF 9**

control sign location. If multiple mobilizations are needed, the Developer shall pay an addition \$300.00 for each mobilization.

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

48 units	x \$40.48/unit	= \$1,943.04
Total Units	2025 Rate	Streetlight Operating Fee
Reserve at Cedar Creek Addition		Reserve at Cedar Creek Addition

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

48 units	x \$61.52/unit	= \$2,952.96
Total Units (Single Family)	2025 Rate	Environmental Resources Fee
Reserve at Cedar Creek Addition		Reserve at Cedar Creek 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:

50 lots/outlots	x \$90.00/unit	= \$4,500.00
Lots/Outlots	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee
Reserve at Cedar Creek Addition		Reserve at Cedar Creek Addition

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

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$44,404.60.

CASH REQUIREMENTS

Park Dedication	\$ 190,464.00
Sanitary Sewer Availability Charge	15,696.00
Storm Sewer Charge	126,657.04
MS4 Administration Fee	10,987.05
Traffic Control Signs	2,875.00
Streetlight Operating Fee	1,943.04
Environmental Resources Management Fee	2,952.96
Property Data and Asset/Infrastructure Management Fee	4,500.00
City Engineering Administration (3.00%)	44,404.60
SUBTOTAL - CASH REQUIREMENTS	\$ 400,479.69

CREDITS TO CASH REQUIREMENTS

Sanitary Sewer Improvements (Sanitary Sewer Fund)	39,046.35
SUBTOTAL - CREDITS TO THE CASH REQUIREMENTS	\$ 39,046.35
TOTAL CASH REQUIREMENTS	\$ 361,433.34

RECOMMENDATION

Engineering recommends approval of the final plat, grading and erosion control plan, tree preservation, landscape, and utility plan for Reserve at Cedar Creek, subject to the requirements and stipulations within this report.



Date: 7/21/2025

Crossroads East Third Addition Stormwater Maintenance Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Crossroads East Third Addition stormwater maintenance agreement.

Overview

The City Council approved the Crossroads East Third Addition preliminary and final plat and conditional use permit for a veterinary clinic at their July 7, 2025 meeting. At that time, the Developer was still in discussions with City staff and the property owner of the development site regarding the details of the Stormwater Maintenance Agreement (SMA), which has now been finalized. A stipulation of the final plat approval included the approval of the SMA by City Council.

Supporting Information

1. Signed Stormwater Maintenance Agreement

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Kris Jenson, Planning Manager
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**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 **LFPC PROPERTIES LLC**, a Minnesota limited liability company (the “Developer”) and the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (the “City”).

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

B. The Developer will be acquiring the Property 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 Crossroads East Third Addition plat; and

C. The final plans for **Crossroads East Third 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 Developer 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 Developer as a condition of final site plan approval of the Property; and

F. As a condition of final plat approval the Developer is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over a portion of the

Property (the “Easement Area”) legally described on Exhibit B attached hereto to comply with work required under the terms of this Agreement.

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

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

2. Maintenance of Stormwater Improvements.

A. The Developer 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 Developer 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 Developer 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 Developer hereby grants the City a license, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Developer, 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 Developer, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Developer written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of

materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice to the Owner of the Property 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 for such repairs. This provision shall not be construed to allow the City to erect any structure of permanent nature on the Property outside of the Easement Area for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Developer 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 Developer expressly agrees to defend and hold the City harmless from any such third-party claim.

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

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

7. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City. The Developer 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 Developer or the Developer'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 Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owners' required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

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

To the Developer: Attn: Shannon Kennelly
 LFPC Properties LLC (Lakeville Family Pet Clinic)
 17510 Dodd Blvd
 Lakeville, MN 55044

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 Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

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

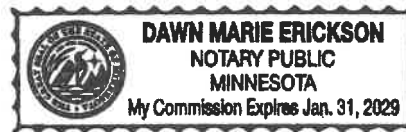
**DEVELOPER:
LFPC PROPERTIES LLC**

BY: Shannon J. Kennelly, D.V.M.
Its

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 17th day of July, 2025, by Shannon Kennelly the President of LFPC PROPERTIES LLC, a Minnesota limited liability company, on behalf of said entity.

Dawn M. Erickson
NOTARY PUBLIC



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

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And: _____
Taylor Snider, Deputy 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 **Taylor Snider**, the Mayor and Deputy 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, Crossroads East Third 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 Stormwater Facilities purposes over, under and across that part of Lot 1, Block 1, CROSSROADS EAST THIRD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the most easterly corner of said Lot 1; thence on an assumed bearing of South 47 degrees 30 minutes 20 seconds West, along the southeasterly line of said Lot 1, a distance of 40.04 feet; thence North 41 degrees 44 minutes 24 seconds West a distance of 31.15 feet to the point of beginning; thence continuing North 41 degrees 44 minutes 24 seconds West a distance of 15.00 feet; thence South 48 degrees 15 minutes 36 seconds West a distance of 69.00 feet; thence South 41 degrees 44 minutes 24 seconds East a distance of 15.00 feet; thence North 48 degrees 15 minutes 36 seconds East a distance of 69.00 feet to the point of beginning.

EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT

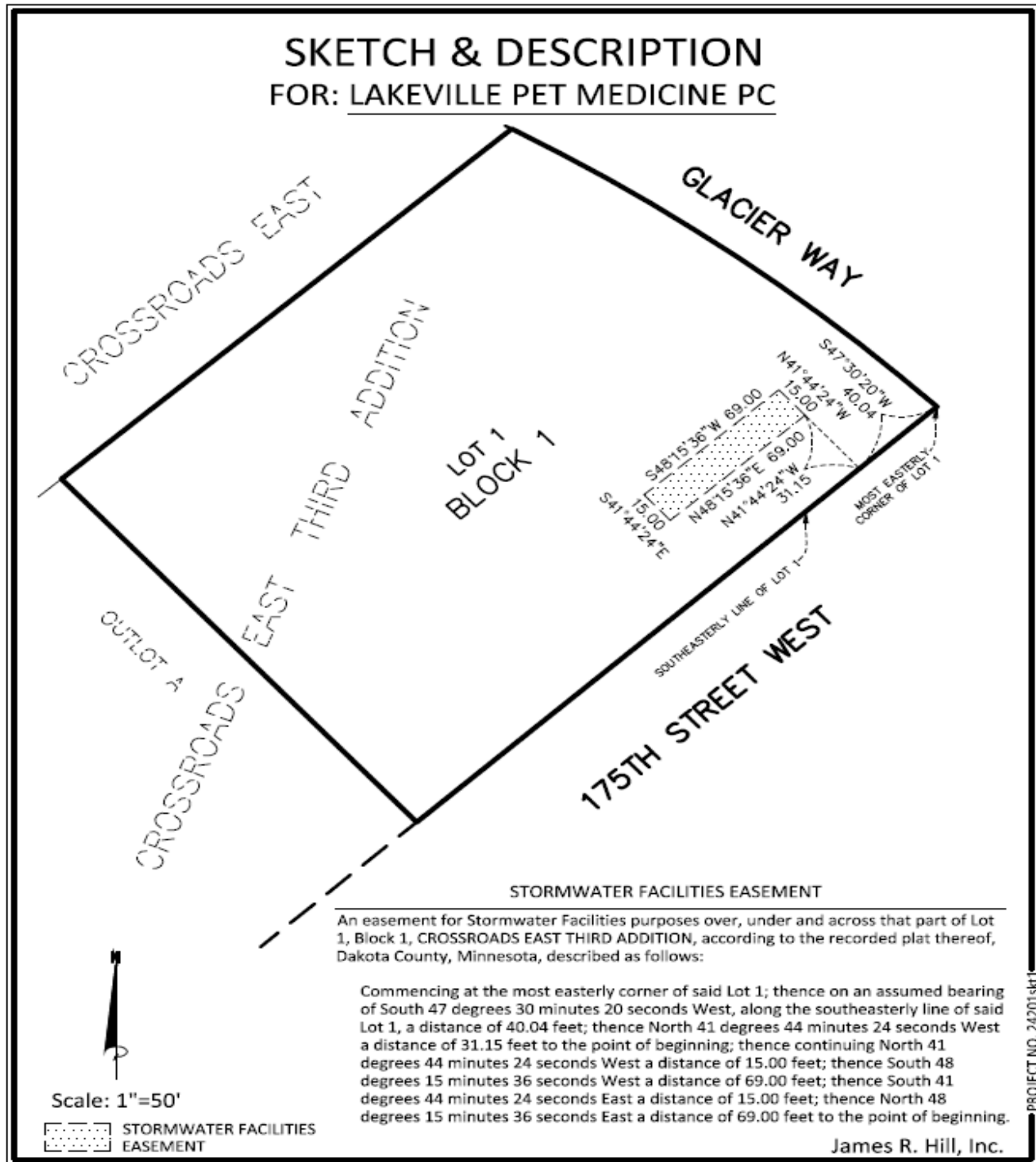


EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER
TREATMENT FACILITIES

Pond Maintenance Requirements

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

Infiltration/Rain Garden Maintenance Requirements

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

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.



Date: 7/21/2025

Proposal from Bailey Pottery Equipment Corporation & Ceramic Supply for the Purchase of a Gas Kiln

Proposed Action

Staff recommends adoption of the following motion: Move to approve Proposal from Bailey Pottery Equipment Corporation & Ceramic Supply for the Purchase of a Gas Kiln.

Overview

At the May 19, 2025 meeting, the Mayor and City Council approved the purchase of a gas kiln from Continental Clay. Due to supply chain constraints, delivery of the new gas kiln would not occur until at least November of 2026. Due to the popularity of the pottery programs offered at the Arts Center and uncertainty with the original manufacturer, a replacement has been identified. Staff reviewed proposals from additional vendors and is recommending moving forward with Bailey Pottery Equipment Corporation & Ceramic Supply for the purchase of a new gas kiln. Delivery from this vendor will be completed in an estimated four months and better meets the current and future needs of programming demand.

The Friends of the Lakeville Area Arts Center (FLAAC) secured a \$10,000 donation from MN Energy Resources for the purchase of the gas kiln and the FLAAC will cover the remaining purchase cost of \$19,437.00. Staff appreciates the hard work, ongoing support and generosity of the FLAAC.

Supporting Information

1. Bailey Pottery Equipment Corp. & Ceramic Supply Quote

Financial Impact: \$29,437.00 Budgeted: No Source: Donations: Friends of the Lakeville Area Arts Center & MN Energy Resources Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Nicki Pretzer, Arts Center Manager
--

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

Quote



**62 Tenbroeck Ave
Kingston NY 12401
(84) 5) -339-3721**

Order Number: 0550904

Order Date: 7/7/2025

Salesperson: SS1

Customer Number: 00-0053069

Sold To:	Ship To:
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LAKEVILLE AREA ART CENTER
20195 HOLYOKE AVE
LAKEVILLE, MN 55044 USA

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

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

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

Item Number	Unit	Ordered	Back Order	Discount % Applied	Price	Amount	Drop Ship
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UPDATED - 7/7/25

PRICES GOOD FOR 30 DAYS

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

M-404-208	EACH	1.000	0.000	0.00	21,000.000	21,000.00	N
STUDIO 18/12 DELUXE FL							
M-404-090	EACH	1.000	0.000	0.00	2,400.000	2,400.00	N
HIGH LIMIT #1							
THIS KILN HAS THE INTERTEK LABORATORIES GAS SAFETY CERTIFICATION AND LABEL.							
M-404-300A	EACH	1.000	0.000	0.00	0.000	0.00	N
AIR MANIFOLD SYSTEM STUDIO							
404-325-4	EACH	1.000	0.000	0.00	88.000	88.00	N
3/4 MAXITROL GAS REGULATOR							
USED TO LIMIT INTAKE GAS PRESSURE TO 14" WC							
C-150-001K	EACH	1.000	0.000	0.00	1,287.000	1,287.00	N
200MM AOS OXY PROBE FINISHED							
C-180-004	EACH	1.000	0.000	0.00	45.000	45.00	N
STAINLESS MOUNTING BRACKET							
404-RES-18/12	EACH	0.000	0.000	0.00	2,150.000	0.00	N
COMBO. HOOD FOR 18/12							
COMBINATION COMBUSTION AND FUME HOOD							
M-404-075	EACH	1.000	0.000	0.00	288.000	288.00	N
BURNER PORT HOODS							

Continued

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



**62 Tenbroeck Ave
Kingston NY 12401
(845) 5-339-3721**

Quote

Order Number: 0550904

Order Date: 7/7/2025

Salesperson: SS1

Customer Number: 00-0053069

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

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

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

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

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

Item Number	Unit	Ordered	Back Order	Discount % Applied	Price	Amount	Drop Ship
M-404-076 SPY PORT HOODS	EACH	1.000	0.000	0.00	125.000	125.00	N
F-18/12-OX STUDIO 18/12 OXIDE BONDED FK	EACH	1.000	0.000	0.00	990.000	990.00	N
C-167-122412 12 x 24 x 1/2" Ox Bonded SiC	EACH	8.000	0.000	0.00	COMPONENT		N
C-170-2-2S 2" X 2" SQUARE POST	EACH	6.000	0.000	0.00	COMPONENT		N
C-170-25 3/4x12x24 HIGH ALUMINA SHELF	EACH	2.000	0.000	0.00	COMPONENT		N
C-170-4-2S 4" X 2" SQUARE POST	EACH	6.000	0.000	0.00	COMPONENT		N
C-170-6-2S 6" X 2" SQUARE POST	EACH	6.000	0.000	0.00	COMPONENT		N
C-170-7-2S 7" X 2" SQUARE POST	EACH	6.000	0.000	0.00	COMPONENT		N
C-170-8-2S 8" X 2" SQUARE POST	EACH	6.000	0.000	0.00	COMPONENT		N
CONSULT WITH BAILEY BEFORE VENTING THIS GAS KILN! DO NOT VENT THIS KILN WITHOUT CONSULTATION!!!!							
/PACK PACKING/CRATING		1.000	0.000	0.00	600.000	600.00	N

*PLEASE READ THE FOLLOWING IMPORTANT RECEIVING INFORMATION:

Continued

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

Quote



**62 Tenbroeck Ave
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Confirm To: (952) 485-4640
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Customer P.O.	Ship VIA	F.O.B.	Terms
	ABF PREPAID	ORIGIN	PPD

Item Number	Unit	Ordered	Back Order	Discount % Applied	Price	Amount	Drop Ship
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ALL DAMAGES MUST BE NOTED ON CARRIERS RECEIVING SLIP & INITIALED BY THE DRIVER BEFORE HE LEAVES.
CLAIMS WILL NOT BE HONORED BY THE FREIGHT CARRIER OR BAILEY POTTERY UNLESS PROPER NOTATION IS MADE.
NOTIFY BOTH THE FREIGHT TERMINAL & BAILEY POTTERY IMMEDIATELY IF THERE IS ANY DAMAGE TO YOUR SHIPMENT. TAKE PICTURES OF THE DAMAGE & RETAIN ALL PACKING MATERIALS UNTIL YOUR CLAIM IS SETTLED.
RECIPIENT IS RESPONSIBLE FOR COORDINATING THE RECEIPT DATE WITH THE FREIGHT CARRIER.
BAILEY POTTERY EQUIPMENT IS NOT RESPONSIBLE FOR FREIGHT CARRIERS WHO DO NOT ARRIVE AS PROMISED.
THE FREIGHT CHARGE BELOW IS AN ESTIMATE FOR A "COMMERCIAL TAILGATE DELIVERY" ONLY.
THE TRUCK DRIVER DOES NOT ASSIST IN ANY WAY WITH UNLOADING AND PLACEMENT OF THE FREIGHT.
RECIPIENT IS SOLELY RESPONSIBLE FOR OFF-LOADING, PLACEMENT, UNCRATING & INSTALLATION.
A FORK LIFT WILL BE REQUIRED TO OFF LOAD THIS SHIPMENT: CONTACT OUR OFFICE FOR DETAILS.
2200 LBS. CLASS 110 Gas firing kiln #123840 REF. # L96PNV2233
400 LBS. CLASS 110 Gas firing kiln #123840
250 LBS. CLASS 77.5 Silicon carbide shelf #026290
FREIGHT CHARGES ARE ESTIMATED, DIFFERENCE IS INVOICED OR REFUNDED

25% DEPOSIT = \$7,359.00 BALANCE IS DUE 2 MONTHS
PRIOR TO SHIPMENT - PAYMENT BY CERTIFIED CHECK.

Net Order:	26,823.00
Less Discount:	0.00
Freight:	2,614.00
Sales Tax:	0.00
Order Total	29,437.00

Deposit Authorization