



AGENDA CITY COUNCIL MEETING

August 4, 2025 - 6:00 PM
City Hall Council Chambers

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

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Police Department Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 07/21/2025 City Council Meeting
 - c. Minutes of the 07/28/2025 City Council Work Session
 - d. Resolution Terminating Construction Contract for Cause for Citywide Trail Gap Improvements (Phase II)
 - e. Transfer of Title - K9 Storm
 - f. Resolution Calling Public Hearing On Unpaid Special Charges
 - g. Authorization to Enter Into Purdue Direct Settlement Related to Opioid Settlements
 - h. Encroachment Agreement with Coil for Private Improvements in Public Easements
 - i. Update to Drug, Alcohol & Cannabis Testing Policy
 - j. Professional Services Agreement with RJM Construction
 - k. Update to Employee Recruitment & Selection Policy
 - l. Update to ESST Policy
 - m. Update to Pregnancy and Parenting Leave Policy
 - n. Sundance Lakeville Second Addition Development Contract Amendment

City Council Meeting Agenda
August 4, 2025

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- o. Agreement with Great River Greening
for Restoration at Ritter Farm Park Phase III
 - p. Heritage Commons 9th Addition Final Plat
- 7. Action Items
 - a. Public hearing on the application for Joy's Thai Cuisine, LLC for an On-Sale Wine
and On-Sale 3.2% Malt Liquor License
 - b. Ordinance Amending Title 10 and Title 11 of the City Code and Summary Ordinance
for Publication
- 8. Unfinished Business
- 9. New Business
- 10. Announcements
 - a. Next City Council Meeting August 18, 2025
 - b. Next Work Session August 25, 2025
- 11. Adjourn



Date: 8/4/2025

Check Register Summary

Proposed Action

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

Overview

Checks	326628- 326750	\$2,165,924.49
ACH/EFT	21436- 21612	\$8,213,874.08
Total		\$10,379,798.57

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 and payments – these amounts are not included in the total above.

Supporting Information

1. 07.15.25CKSUM-Checks
2. 07.15.25CKSUM-ACH-EFT
3. Check Register 07.15.25 for August 4, 2025 Council Mtg - ACH-EFT
4. Check Register 07.15.25 for August 4, 2025 Council Mtg - Checks

Financial Impact: \$10,379,798.57 **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	232,193.41
3125 2025A FIRST CENTER	3,799.00
4000 BUILDING FUND	444,076.87
4100 EQUIPMENT FUND	770.37
4125 TECHNOLOGY FUND	10,131.72
4401 TRAIL IMPROVEMENT FUND	29,500.00
4700 2022C PARK BONDS	20,430.00
4720 2024A PARK BONDS	670,544.41
5129 LAUNCH PROPERTIES TIF 22	87,023.89
5130 SCHNEIDERMANS TIF 23	52,534.69
5500 WATER TRUNK FUND	7,590.67
7450 ENVIRONMENTAL RESOURCES FUND	18,497.92
7575 STREET LIGHTING FUND	121,948.03
7600 WATER FUND	197,258.93
7700 SEWER FUND	14,438.46
7800 LIQUOR FUND	212,186.04
7900 MUNICIPAL RESERVES FUND	12,825.28
8000 ESCROW FUND	29,400.00
9800 PAYROLL CLEARING FUND	774.80
Report Total:	2,165,924.49

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
0999 CITY OF LAKEVILLE CASH CO	0.00
1000 GENERAL FUND	412,331.90
2000 COMMUNICATIONS FUND	137.66
3116 2014B REFUNDING BONDS	111,825.00
3119 2017A HRA LEASE REV LIQ REF BO	0.00
3120 2022A REFUNDING BONDS	119,500.00
3121 2022B GO TAXABLE BONDS HASSE	61,238.75
3122 2022C BONDS (PARK REF)	281,609.38
3123 2023A PARK REFERENDUM BONDS	91,025.00
3124 2024A TAX BONDS (PARK REF)	331,121.88
3250 2020A AMES ARENA PARKING LOT	9,500.00
3251 2021A APEX ENERGY SAVINGS	59,850.01
3252 2021B KEOKUK LIQUOR STORE	60,950.00
3253 2022B TAXABLE GO REF BONDS 16A	37,117.50
3315 2011A IMPROVE BONDS	5,242.50
3318 2014A IMPROVEMENT BONDS	19,962.50
3319 2015A IMPROVEMENT BONDS	129,275.00
3320 2016B IMP BONDS (15-02,16-02, 16-04)	130,959.38
3321 2017A IMPROVEMENT BONDS	55,590.63
3322 2018A IMPRV BONDS	66,150.00
3323 2019A IMPRV BONDS	76,675.00
3324 2020A IMPRV BONDS	147,175.00
3325 2022C IMPRV BONDS	239,875.00
3326 2022A IMPRV BONDS	18,600.00
3327 2024A IMPRV BONDS	161,375.00
3403 2015A STATE AID STREET BONDS	55,196.88
3537 2017A ST RECON & REF (07H) BONDS	10,000.00
3538 2018B ST RECON & REF BOND (09A)	32,050.00
3539 2021C STREET RECONSTR BONDS	68,400.00
3541 2023A STREET RECON BONDS	109,125.00
3702 2016A WATER REVENUE BONDS	62,575.00
4000 BUILDING FUND	52,820.05
4100 EQUIPMENT FUND	10,595.71
4200 PARK DEDICATION FUND	2,865.47
4500 PARK IMPROVEMENT FUND	2,987.59
4710 2023A PARK BONDS	1,233.00
4720 2024A PARK BONDS	654,799.24
5131 QA1 TIF 24	51,950.78
5200 STATE AID CONSTRUCTION FUND	1,801,058.73
5300 PAVEMENT MANAGEMENT FUND	(4,301.00)
5400 STORMWATER INFRASTRUCTURE FND	3,375.00
5500 WATER TRUNK FUND	375,197.64
5600 SANITARY SEWER TRUNK FUND	14,676.00
6597 2025 STREET PROJECTS	314,935.87
7450 ENVIRONMENTAL RESOURCES FUND	27,461.31
7575 STREET LIGHTING FUND	1,250.00
7600 WATER FUND	147,717.75
7700 SEWER FUND	3,239.84
7800 LIQUOR FUND	800,369.93
8000 ESCROW FUND	11,343.98
8910 ESCROW - DCA/SECTION 125	4,381.29
8970 LAKEVILLE ARENAS - OPERATIONS	191.17
9800 PAYROLL CLEARING FUND	971,290.76
Report Total:	8,213,874.08



MINUTES CITY COUNCIL MEETING

**July 21, 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 arriving at 6:21 P.M.

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

3. Citizen Comments

Raymond Tutewohl, 16685 Foliage Avenue, Lakeville, expressed his concern about the licensing of one of the vehicles being stored on his property. He requested a parking permit from the city to ensure the storage of his vehicle was compliant with Lakeville City Ordinances. He also asked permission to erect a temporary shelter on his property where he could work on projects.

4. Additional agenda information

None

5. Presentations/Introductions

a. National Night Out Proclamation

Chief Paulson provided an update on the 2025 National Night Out.

Mayor Hellier proclaimed Tuesday, August 5, 2025, as National Night Out.

b. Taste of Lakeville 2025

Jim Christian, Mike Puppe, Colleen Labeau, members of Lakeville Rotary, presented an overview of the 2025 Taste of Lakeville events. The event will be held on August 14th at the Lakeville Area Arts Center.

c. Public Works Quarterly Report

Public Works Director Paul Oehme gave the second quarter report to Council.

d. Liquor Department Mid-Year Report

Liquor Director Tana Wold presented a mid-year report to Council.

6. Consent Agenda

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

- 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
- 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

None

8. Unfinished Business

None

9. New Business

None

10. Announcements

- a. Next Work Session July 28, 2025
- b. Next City Council Meeting August 4, 2025

11. Adjourn

Motion was made by Bermel, seconded by Wolter, to adjourn at 6:32 P.M.
Voice vote was taken on the motion. Ayes -Hellier, Bermel, Volk, Lee, Wolter

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July 21, 2025

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Respectfully Submitted,

Taylor Snider, Deputy Clerk

Luke M. Heller, Mayor



MINUTES CITY COUNCIL WORK SESSION

July 28, 2025 - 6:00 PM

Lakeville City Hall, Marion Conference Room

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

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

Members Present: Mayor Hellier, Council Members Bermel, Lee, Volk. Councilmember Wolter joined via Teams.

2. Citizen Comments

None.

3. Discussion Items

a. Youth Advisory Commission Update

Olivia Schmidt, Faadumo Mohamed, and Addison Johnson presented an update to Council on behalf of the Youth Advisory Commission. They discussed what went well and what didn't, and asked for Council input on what they would like to see next year.

Council gave the Commissioners feedback and thanked them for their presentation

b. Rail Storage Update

City Engineer Zach Johnson and Community Development Director Tina Goodroad presented on the Rail Project. Dan Schmittiel of Compass Rail presented to Council about their role in the project and their partnership with Progressive Rail. He discussed the phased storage project and outlined the steps they would take to achieve it.

The council had questions regarding the capacity of this new storage facility and whether it would be able to store all the cars currently on the tracks in Lakeville. Progressive Rail informed them that there would be 225 storage spaces. Currently, they can hold 300 carts on the track at full capacity, but only about 20 cars are being stored. They also asked how long this project would take to complete. Johnson informed them of the timeline estimation. They thanked both Progressive Rail and Compass Rail for being great partners on this project and are pleased to see it coming to fruition after years of conversation.

Mayor Hellier allowed community members Angela Vanden Busch, Jeff Vanden Busch, and Craig Manson to ask questions regarding timeframes and rail usage. Their addresses are listed in their respective order below.

19371 Jersey Ave, Lakeville, MN 55044

19371 Jersey Ave, Lakeville, MN 55044

19839 Jersey Ave, Lakeville, MN 55044

c. Electric Bike Ordinance Discussion

Parks Director Joe Masiarchin and Police Chief Brad Paulson presented to Council regarding a new electric bike ordinance. This ordinance would reduce the speed to fifteen miles per hour on trails in Lakeville. Chief informed Council that the department does not currently have electric bikes, but they are budgeted to be purchased in 2026. He also mentioned that they have other ways of monitoring speeds on the paths until they get electric bikes.

Council asked if there were safety specifications, like horns, that are mandatory for these bikes. Chief Paulson informed them that there are currently none. They would also like to see an electric bike education piece in an upcoming newsletter. Council would also like to see new signage on the trails that makes the speed limits visible and known.

d. Short-Term Rental Discussion

Community Development Director Tina Goodroad led a discussion with Council regarding Short-Term Rentals in Lakeville. Currently, the City does allow short-term rentals with administrative approval. Council would like to create a process similar to the long-term rental application they already have in place. They want to ensure that any ordinance requiring the registration of short-term rentals would have repercussions that the City can enforce to ensure the safety of the community. They also emphasized that parking would be an important area to discuss regarding the rental requirements.

e. Preliminary 2024 Financial Statements Audit Review

Finance Director Julie Stahl presented to Council. She informed them that auditors from Clifton Larson Allen had no findings during their audit. She also updated Council that our accounts are tracking as expected. Finance Committee member Barry Fick also provided insight and feedback to Council.

4. Items for Future Discussion

None.

5. Committee/ City Administrator Updates

Councilmember Bermel gave an update from the Airlake Airport Advisory Committee. They discussed road construction progress at their last meeting.

Councilmember Volk provided an update from the Personnel Committee. The committee went over ordinance changes that ensure certain positions are under cannabis testing requirements.

Councilmember Lee updated the Council on the Public Safety Committee meeting. It is recommended that Council consider enhancing year-round parking restrictions. He also mentioned that Fire Relief had another successful Pan-O-Prog Breakfast.

6. Adjourn

City Council Work Session Minutes
July 28, 2025

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

Mayor Hellier adjourned the meeting at 7:33 PM.

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Heller, Mayor



Date: 8/4/2025

Resolution Terminating Construction Contract for Cause for Citywide Trail Gap Improvements (Phase II)

Proposed Action

Staff recommends adoption of the following motion: Move to adopt a resolution authorizing the termination of the construction contract with UrbanEdge Solutions & Supply LLC for cause for Citywide Trail Gap Improvements (Phase II), City Project 23-06.

Overview

The City awarded a construction contract for citywide trail gap improvements along Highview Avenue and Cedar Avenue on January 6, 2025, to the lowest bidder, UrbanEdge Solution & Supply LLC in the amount of \$992,746.25. To date, \$443,767.74 of the contracted work is complete, including \$23,965.50 in change order costs and \$137,894.94 for material on hand.

Subsequently, UrbanEdge Solution & Supply LLC failed to perform the remaining contracted work in accordance with bidding documents and failed to comply with material terms of the contract. Due to continued non-compliance with the contract and repeated disregard of the City's contractual authority, construction stopped. UrbanEdge Solution & Supply LLC refused to return to the site to complete remaining work without additional payment from the City outside the contract. UrbanEdge Solution & Supply LLC submitted \$529,112 in change orders, of which \$518,712 was rejected by staff due to non-compliance with contract requirements.

The City, as confirmed by the City Attorney, has justification to terminate the construction contract for cause in accordance with general condition 16.02 of the construction contract.

Following passage of the resolution, City staff will stabilize the two construction areas and remove the material on-hand from the Highview Avenue trail segment. City staff anticipate rebidding the projects this winter for 2026 construction.

Supporting Information

1. 250804CP2306_RESOLUTION TERMINATING CONTRACT - Revised Final
2. Total Change Order Requests

Financial Impact: \$0 Budgeted: No Source: N/A Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Jon Nelson, Assistant City Engineer

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

**Resolution Authorizing Issuance of a Notice of Default and Intent to Terminate Contract
for Cause for the City Wide Trail Gap Improvements Project (Phase II)**

WHEREAS, the City of Lakeville awarded a construction contract on Monday, January 6, 2025, for City Wide Trail Gap Improvements Project (Phase II), City Project 23-06; and

WHEREAS, the lowest responsible bid was from UrbanEdge Solutions & Supply LLC; and

WHEREAS, UrbanEdge Solutions & Supply LLC has subsequently defaulted on the awarded contract and has justified termination for cause.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lakeville, Minnesota authorizes the City Administrator, or his designee to issue a notice of default and to terminate the contract with UrbanEdge Solutions & Supply LLC, due to persistent failure to perform the Work in accordance with the Contract Documents, failure to perform or otherwise to comply with material terms of the Contract Documents, disregard of laws and regulations of public bodies, and repeated disregard of the authority of the City of Lakeville.

ADOPTED by the Lakeville City Council this 4th day of August 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

Date Change Order Request Received	Amount	Description
4/21/2025	\$6,747	Additional Silt Fence, curtain, bio log - SEH plan lacking NPDES compliance (Maria and Patrick)
4/29/2025	\$7,400	DEA Utility Relocation Delay Claim
4/30/2025	\$3,905	Standby Time for Subgrade on Cedar
5/1/2025	\$90,208.87	ATLAS Foundations - Crane Mobilization and Traffic Control
5/1/2025	\$1,040	SEH Staking Error - Wall A
5/1/2025	\$16,463.57	ATLAS Foundations - Material Increase (Tariffs)
5/1/2025	\$687.50	Potholing w/ SEH on Highview (Equipment Hours 9:30am-12:00pm)
5/2/2025	\$1,925	Erosion Control Blanket - NPDES (Maria), SEH plan lacking in NPDES compliance
5/28/2025	\$173,185	Highview Soil Corrections
6/24/2025	\$201,300	Highview Segment Removal
7/9/2025	\$26,250	Atlas Sheet Pile Removal

Denied Change Orders	\$518,712
Approved Change Orders	\$10,399

Total Change Orders Requested	\$529,112
Contractor Bid For Project	\$992,746
Contractor Bid + Change Order Requests	\$1,521,858
Next Lowest Bid for Project when Awarded	\$1,359,609



Date: 8/4/2025

Transfer of Title - K9 Storm

Proposed Action

Staff recommends adoption of the following motion: Move to approve the transfer of ownership of K9 Storm to K9 Officer Chad Loeffler.

Overview

K9 Officer Chad Loeffler and K9 Storm became partners in September 2022. Officer Loeffler is retiring from the Lakeville Police Department in August 2025 alongside his partner K9 Storm, and it has been our custom to allow the retired handler to become the new owner of the K9.

Supporting Information

1. K9 Transfer - Storm

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

TRANSFER OF TITLE

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

K9 Storm (hereinafter, the "Canine").

Having determined that the Canine is of no further utility to the City, the City does hereby convey ownership of the Canine to Chad Loeffler ("Recipient") subject to the terms of this agreement, in an **"AS-IS"** condition and without warranties as to the Canine.

Recipient agrees to remit \$1.00 to the City of Lakeville for purchase of the Canine. Recipient agrees to properly and humanely feed, house, and care for the Canine. Recipient further agrees to indemnify and hold harmless the City, its officers, employees, agents and insurers from any claims, losses, damages, reasonable attorney's fees, costs or judgments resulting from the actions of the Canine that occur after the date of this Transfer of Title. Recipient agrees that the Canine will be retired from police canine duties and will not be deployed in a law enforcement capacity. Recipient also agrees that if the Canine is sold for any proceeds those proceeds will be refunded to the City of Lakeville.

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument

to be executed this _____ day of _____, 2025.

CITY OF LAKEVILLE:

By: _____
Luke Hellier, Mayor

And _____
Ann Orlofsky, City Clerk

RECIPIENT:

Chad Loeffler, Police Officer



Date: 8/4/2025

Resolution Calling Public Hearing On Unpaid Special Charges

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Calling Public Hearing on Unpaid Special Charges.

Overview

Staff requests that the City Council call a public hearing to be conducted on October 6, 2025, for 2025 fall Unpaid Special Charges. These charges include costs and charges incurred by the City for mowing of grass, removal of weeds, property maintenance on nuisance properties, tree removal charges, unpaid utility bills and false alarm charges. In order to recover the unpaid special charges, the City must follow State Statute procedures. Those procedures provide that the City must adopt a resolution declaring the unpaid special charges to be assessed and establish a date for the assessment hearing for those charges. Public notice of the hearing will be mailed to customers and published in the legal newspaper.

Delinquent utilities – finalled and delinquent active accounts

In addition to certifying the amount delinquent, the City also collects a \$50 service charge to cover the cost of certification and interest at a rate of 18% per annum of the amount delinquent plus the service charge for the period of October 6, 2025 until December 31, 2026.

Nuisance Abatement & Unpaid False Alarm Charges

The affected parcels will each be assessed the actual contractual cost incurred, re-inspection fees, a \$50 administrative fee to cover the cost of the assessment, and interest at a rate of 18% per annum of the amount delinquent plus the service charge for the period October 6, 2025 until December 31, 2026.

Nuisance Abatement-Diseased Tree Removal

The affected parcels will each be assessed the actual contractual cost incurred, a \$50 administrative fee to cover the cost of the assessment, and an interest rate of 4.3% of the amount delinquent plus the service charge for the period October 6, 2025 until the end of the term based on dollar amount below.

Term	Assessment Amount
1 year	\$0 - \$1,000
3 years	\$1,001 - \$2,999
5 years	\$3,000 - \$4,999
7 years	Over \$5,000

Staff believe that certification is the most efficient method of collecting delinquent accounts, requiring the least effort, and causing the least customer dissatisfaction.

Supporting Information

1. Resolution Calling Public Hearing - 2025 Unpaid Special Charges

Financial Impact: \$0.00 Budgeted: No Source: Envision Lakeville Community Values: Report Completed by: <i>Cheri Donovan, Assistant Finance Director</i>
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CITY OF LAKEVILLE

RESOLUTION No _____

Resolution Calling Public Hearing on Unpaid Special Charges

WHEREAS, Minn. Stat. 444.075, Subd. 3 authorizes the City to certify unpaid sanitary sewer, water and storm sewer charges (“utility charges”) to the County Auditor-Treasurer for collection with taxes; and

WHEREAS, Minn. Stat, 429.101 authorizes the City to special assess unpaid street light charges, weed elimination from streets or private property and tree removal charges (“special charges”); and

WHEREAS, Title 8-5-4 of the City Ordinance authorizes the City to special assess unpaid emergency service charges (“special charges”) to the County Auditor-Treasurer for collection with taxes.

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

1. A public hearing shall be held on the 6th day of October 2025 at the Lakeville Council Chambers, 20195 Holyoke Avenue, at 6:00 p.m. to consider certifying unpaid charges to the County Auditor-Treasurer for collection with taxes and assessment of special charges.
2. The City Clerk is hereby directed to cause a notice of the hearing to be published once in the official newspaper at least two (2) weeks prior to the hearing. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the unpaid charges list not less than two (2) weeks prior to the hearing.

ADOPTED this 4th day of August 2025 by the City Council of the City of Lakeville.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 8/4/2025

Authorization to Enter Into Purdue Direct Settlement Related to Opioid Settlements

Proposed Action

Staff recommends adoption of the following motion: Authorize City Staff to Enter Into Appropriate Agreements Related to Sackler Family/Opioid Settlements

Overview

Over the past several years, opioid manufacturers have entered into agreements with state and local governments to help mitigate the effects of opioid abuse. The City of Lakeville has participated in several of these, and the funds have been used for drug prevention and enforcement programs.

A new settlement has been approved and Lakeville is eligible to participate. The authorized use of funds is similar to past agreements the city has participated in.

The timing and exact amount of money the city will receive is still to be determined.

Supporting Information

1. Purdue settlement

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Justin Miller, City Administrator
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New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Lakeville city, MN
Reference Number: CL-1747935

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

If your subdivision is represented by an attorney with respect to opioid claims, please contact your attorney.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Minnesota, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims
- Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (Amended MOA) (for informational purposes only)

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating. Pursuant to the attached Amended MOA, the following Minnesota subdivisions are eligible to directly receive settlement funds (see Exhibit B of Amended MOA):

- All counties; and
- All cities that:
 - Have a population of more than 30,000 based on the United States Census Bureau's Vintage 2019 population totals,
 - Have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or
 - Have initiated litigation against the previously-settling Distributors (McKesson, Cardinal Health, or AmerisourceBergen) or Janssen on or before December 3, 2021

Subdivisions that fall outside the above eligibility thresholds are strongly encouraged to participate, both because they are required to participate if they wish to apply for grants for settlement funds in the future, and because their participation will increase the amount of money nationwide for programs to remediate the crisis.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel or the Implementation Administrator at opioidsparticipation@rubris.com. If you have questions for the Minnesota Attorney General's Office, you can send an email to opioids@ag.state.mn.us. You can also call the Minnesota Attorney General's Office Opioid Issues phone line at (612) (429) 7126 and leave a message regarding any questions you have or any additional information you would like.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Lakeville city	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

WHEREAS, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the investigations and litigation with several companies have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

WHEREAS, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

WHEREAS, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

WHEREAS, this Amended Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

WHEREAS, this Amended Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

WHEREAS, specifically, this Amended Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma, Mallinckrodt, and Endo as a qualifying Statewide Abatement Agreement.

I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean any Opioid Supply Chain Participants that have filed for federal bankruptcy protection, including, but not limited to, Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all Minnesota political subdivisions within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” means this agreement, the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means a national opioid settlement agreement with the Parties and one or more Opioid Supply Chain Participants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, which includes structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions in the national opioid settlement agreement and allows for the allocation of Opioid Settlement Funds between the State and its political subdivisions to be set through a state-specific agreement.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in, have engaged in, or have provided consultation services regarding the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including, but not limited to, Janssen, AmerisourceBergen, Cardinal Health, McKesson, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc. “Opioid Supply Chain Participants” also means all subsidiaries, affiliates, officers, directors, employees, or agents of such entities.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a political subdivision within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

II. Allocation of Settlement Proceeds

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of

the State or any Participating Local Government unless and until such time as each distribution is made.

B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State’s Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that “50 percent of the remaining amount” is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund (“Legislative Modification”).¹ Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor’s Office, the Attorney General’s Office, the Opioid Epidemic Response Advisory Council, the Revisor’s Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect

¹ It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A**.

before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against AmerisourceBergen, Cardinal Health, McKesson, or Janssen as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.² The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National

² More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.

- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.
- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. Special Revenue Fund

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
 - 1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 - 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. Opioid Remediation Activities

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may

choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.

E. Consultation and partnerships.

1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.
2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.

- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. Reporting and Compliance

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.
- C. Application of Reporting Addendum and State Law. The requirements of the Reporting and Compliance Addendum agreed to by the Minnesota Governor's Office, the Minnesota Attorney General's Office, the Association of Minnesota Counties, the League of Minnesota Cities, and members of the Minnesota Opioid Epidemic Response Advisory

Council, as well as the requirements of Minnesota Statutes section 256.042, subdivision 5(d), apply to Local Governments receiving Opioid Settlement Funds under National Settlement Agreements and Bankruptcy Resolutions within the scope of this MOA.

VI. Backstop Fund

- A. National Attorney Fee Fund. When the National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation (“National Attorney Fee Fund”), the Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the “Backstop Fund”) to be used to compensate private attorneys (“Counsel”) for Local Governments that filed opioid lawsuits on or before December 3, 2021 (“Litigating Local Governments”). By order³ dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster’s 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.
- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National

³ Order, In re: Nat’l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies.

- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund, private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.
- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating

Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.

- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding any payment from the Backstop Funds shall be transparent, public, final, and not appealable.
- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement Agreements' payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

A. Scope of agreement.

1. This MOA applies to the National Settlement Agreements and the Bankruptcy Resolutions.⁴
2. This MOA will also apply to future National Settlement Agreements and Bankruptcy Resolutions with Opioid Supply Chain Participants that include structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions, and allows for the allocation between the State and its political subdivisions to be set through a state-specific agreement.
3. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

B. When MOA takes effect.

1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any

⁴ For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, McKesson, Janssen, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc., and Bankruptcy Resolutions involving Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.

3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.
- D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.
- E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
- F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims as provided in the National Settlement Agreements to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.
- G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.
- H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.
- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Amended Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

this ____ day of _____, _____ by:

Name and Title: _____

On behalf of: _____

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs⁵ or strategies that may include, but are not limited to, those that:⁶

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)⁷ approved by the U.S. Food and Drug Administration, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.

⁵ Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

⁶ As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

⁷ Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARI*”);

2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“*CTI*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B**Local Abatement Funds Allocation**

Subdivision	Allocation Percentage
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

Subdivision	Allocation Percentage
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSOON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

Subdivision	Allocation Percentage
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%

MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT REPORTING AND COMPLIANCE ADDENDUM

Pursuant to Section V.A of the Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties (AMC), and the League of Minnesota Cities (LMC) have developed and agreed upon the following reporting and compliance standards:

I. Reporting

- a. Annual reporting required. Participating Local Governments that directly receive Opioid Settlement Funds will report data annually on those expenditures. This data will be used to inform the public and policymakers on the use of Opioid Settlement Funds by Participating Local Governments. The Minnesota Department of Human Services (DHS) will collect, collate, and publicly report this data.
- b. Information required. The annual reporting provided by Participating Local Government must include information on the expenditures funded with Opioid Settlement Funds, including details on programs or services drawn from the categories of Approved Uses identified in **Exhibit A** of the MOA.
 - i. The reporting should be descriptive of the overall program or service provided. For example, a Participating Local Government may report that they funded three services that year: peer recovery; client transportation; and parent education and support.
- c. Reporting thresholds. Reporting by Participating Local Governments will be based on the level of funding for the activity. For activities or programs with less than \$25,000 in expenditures that calendar year, Participating Local Governments are only required to complete Part I (Contact Information) and Part II (Information on funded service/program) outlined in Appendix A. For expenditures of \$25,000 or more in that calendar year, Participating Local Governments must complete Parts I, II, and III (Outcomes) for that activity or service. These thresholds only apply to settlement funds expended, and does not include additional funding on an activity or program drawn from other funding sources.
 - i. For instance, if a Participating Local Government expends \$35,000 on peer recovery services and \$20,000 on parent education and support, Part III is only required for peer recovery services.
 - ii. Regions. Any Region created by two or more Participating Local Governments pursuant to Section IV.D of the MOA need only submit one set of reporting for projects and services. The \$25,000 threshold applies to the combined expenditure of the Region on activity or program. This does not include situations where Participating Local Governments partner on projects but are not Regions, as defined in Section IV.D of the MOA.
- d. Forms and timing. DHS will take steps to make this reporting as convenient and efficient as possible.

- i. Participating Local Governments will file actual expenditures for the previous calendar year annually by March 31. DHS, with agreement from signatories, may amend this date.
 - ii. The first filing is required by March 31, 2023. If Participating Local Governments did not expend funding in 2022 or any subsequent year, they must submit reporting, but may note in the service information section (Part II in Appendix A) that there was \$0 in Opioid Settlement Funds expenditures and no activities or programs funded.
- e. Public access to reporting. DHS will publish actual expenditures by settlement agreement recipients in a publicly accessible dashboard or machine-readable data format, such as an Excel spreadsheet.
 - i. To assist in transparency and collaboration across the state, DHS must publish substantive information collected in Parts I-III (Appendix A).
 - ii. DHS should publish past calendar year actual spending no later than August 1 annually. DHS, with agreement from signatories, may amend this date.
- f. Grant requirements. Any Participating Local Government that directly receives Opioid Settlement Funds and grants those funds to subrecipients or grantees, including other Local Governments, is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations.
- g. Relinquished funds and regions. For cities or counties that relinquish funding to another Local Government, including cities that direct settlement fund shares to a county or counties pursuant to Section II.L of the MOA, the recipient Local Government is responsible for completing required reporting on the funds received.
- h. Compliance with National Settlement Agreements and Bankruptcy Resolutions. The Parties agree to take all actions necessary to ensure that reporting is conducted in compliance with the National Settlement Agreements and the Bankruptcy Resolutions, including appropriate publication of information and transmission of any required reports to national settlement administrators or trustees. If the National Settlement Agreements or any Bankruptcy Resolutions require that a Participating Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Participating Local Government shall email a copy of any such report, document, or communication to the Minnesota Attorney General's Office at opioids@ag.state.mn.us.

II. Auditing and preservations of records.

- a. Subject to audit. The books, records, documents, and accounting procedures and practices relevant to the Opioid Settlement Funds may be subject to examination as part of an audit of a Participating Local Government.

- b. Grantees subject to audit and Data Practices Act. All contracts and pass-through disbursements of Opioid Settlement Funds to subrecipients or grantees must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients or grantees must comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11.
- c. Preservation of records. All Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreements, any Bankruptcy Resolutions, and this MOA.

III. Performance measurement

- a. Current performance measurement. Pursuant to Minnesota Statutes section 256.042, subdivision 1(d), the Opioid Epidemic Response Advisory Council (OERAC), in coordination with relevant state agencies, annually measures and reports on progress towards state-level goals to mitigate the harm of opioids. The council uses existing measures and data collection systems to determine baseline data against which progress shall be measured.
- b. Future performance measurement. The reporting and compliance working group recommends OERAC consult with AMC, LMC, relevant state agencies, and other stakeholders to review and provide recommendations for any necessary revision to the existing performance measurement dashboard to ensure it captures our shared understanding of the most important measures of progress in addressing the harms of the opioid epidemic.
 - i. As feasible with existing data systems and within existing appropriations, relevant state agencies will use the recommendations from OERAC and Participating Local Governments to update the measures tracked in the public performance measurement dashboard.
 - ii. The signatories are eager to share what they've learned in investing in programs and activities with settlement agreement funding. The reporting and compliance workgroup recommends the Opioid Epidemic Advisory Council (OERAC), the Association of Minnesota Counties (AMC), and the League of Minnesota Cities (LMC) coordinate with other relevant stakeholders to host annual sessions or add sessions in existing forums to discuss learnings from settlement agreement funding. This may be done in combination with III.b.ii of this addendum.

IV. Impact evaluation

- a. Current impact evaluation. Minnesota Management & Budget (MMB) currently conducts impact evaluations of a subset of grants administered by OERAC.
- b. Future impact evaluation recommendation. Within available appropriations the reporting and compliance workgroup recommends allowing MMB to partner with local units of government to conduct impact evaluations of settlement agreement funding. This would require a change in state law. The reporting and compliance workgroup recommends the following statutory change:

- i. Amend section 256.042 (c) to read: The council, in consultation with the commissioner of management and budget, and within available appropriations, shall select from the awarded grant projects or may select county or city projects funded by opioid settlement monies that include promising practices or theory-based activities for which the commissioner of management and budget shall conduct evaluations using experimental or quasi-experimental design.
- c. Nothing in this section should be interpreted to mean that local units of government are required to provide settlement agreement programmatic data or other information for impact evaluations.

V. Compliance

a. Reporting Compliance.

- i. Participating Local Governments shall make a good faith effort to comply with all reporting obligations under this MOA, including the obligations described in Section I of this Reporting and Compliance Addendum.
- ii. If a Participating Local Government fails to meet its reporting obligations, DHS will give notice to the Participating Local Government to cure the reporting deficiencies within 60 days. In addition to notifying the Participating Local Government, DHS will notify AMC, for counties, and LMC, for cities, of any of any notice to cure issued.
- iii. If the Participating Local Government fails to cure its reporting issues within 60 days after the notice to cure in V.a.ii, of this addendum DHS may refer the issue to the State, which will review, and, as appropriate, bring an action for breach of contract against the Participating Local Government in Ramsey County District Court seeking appropriate equitable relief. Before filing, the State will meet and confer with the relevant Participating Local Government that is or will be the subject of the anticipated action.
- iv. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the National Settlement Administrator and shall only resume once the action is resolved.
- v. Notwithstanding anything to the contrary herein, a Participating Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.

b. Inconsistent Expenditures.

- i. If a Participating Local Government spends any Local Abatement Funds on an expenditure inconsistent with this MOA, the National Settlement Agreements, or the Bankruptcy Resolutions, DHS will give notice to the entity to cure the inconsistent expenditure within 90 days by payment of

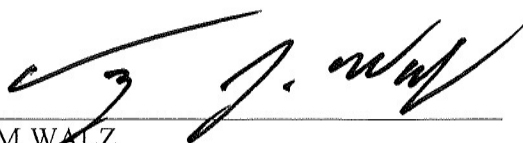
such amount for appropriate opioid remediation activities through budget amendment or repayment. DHS will notify AMC, for counties, and LMC, for cities, of any notice to cure.

- ii. In connection with a notice regarding unauthorized spending, DHS may request from the Participating Local Government, and the Participating Local Government must provide, existing data or information about the use of Local Abatement Funds received by the local government, including the budget or resolution authorizing the expenditure. The information requested must be necessary to establish compliance with this MOA, the National Settlement Agreements, or the Bankruptcy Resolutions.
- iii. If a Participating Local Government does not cure the unauthorized spending within 90 days after the notice to cure in V.b.ii, of this addendum DHS may refer issue to the State, which will review, and, as appropriate, bring an action for breach of contract in Ramsey County District Court seeking appropriate equitable relief, including an injunction prohibiting the Participating Local Government from spending further funds on non-approved purposes and the repayment of monies spent on non-approved purposes. Before filing, the State will meet and confer with the relevant Participating Local Government that is or will be the subject of the anticipated action.
- iv. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the National Settlement Administrator and shall only resume once the action is resolved. Once the action is resolved by judicial action or agreement, suspended payments to the Participating Local Government will resume, less any amounts ordered returned that have not yet been restored as of the date of the resumption of suspended payments, which will instead be redistributed among the other Participating Local Governments pursuant to Section II.K of the MOA.
- v. Notwithstanding anything to the contrary herein, a Participating Local Government shall not be considered in breach of this MOA or in breach of contract if the Participating Local Government (1) reasonably relied on a subrecipient or grantee's representations that an expenditure would be consistent and appropriate, and (2) and has undertaken reasonable efforts to recover misspent funds from the subrecipient or grantee.

[signatures on following page]

MINNESOTA GOVERNOR'S OFFICE

Dated: 26 APR 22



TIM WALZ
Governor of the State of Minnesota

MINNESOTA ATTORNEY GENERAL'S OFFICE

Dated: _____

KEITH ELLISON
Minnesota Attorney General

ASSOCIATION OF MINNESOTA COUNTIES

Dated: _____

JULIE RING
Executive Director, Association of Minnesota Counties

LEAGUE OF MINNESOTA CITIES

Dated: _____

PATRICIA BEETY
General Counsel, League of Minnesota Cities

MINNESOTA OPIOID EPIDEMIC RESPONSE ADVISORY COUNCIL

Dated: _____

REP. DAVE BAKER
Chair, Opioid Epidemic Response Advisory Council

Dated: _____

REP. ERIN KOEGEL
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARK KORAN
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARY KUNESH
Member, Opioid Epidemic Response Advisory Council

MINNESOTA GOVERNOR'S OFFICE

Dated: _____

TIM WALZ
Governor of the State of Minnesota

MINNESOTA ATTORNEY GENERAL'S OFFICE

Dated: _____

April 25, 2022 Keith Ellison

KEITH ELLISON
Minnesota Attorney General

ASSOCIATION OF MINNESOTA COUNTIES

Dated: _____

JULIE RING
Executive Director, Association of Minnesota Counties

LEAGUE OF MINNESOTA CITIES

Dated: _____

PATRICIA BEETY
General Counsel, League of Minnesota Cities

MINNESOTA OPIOID EPIDEMIC RESPONSE ADVISORY COUNCIL

Dated: _____

4-26-22

Dave Baker

REP. DAVE BAKER
Chair, Opioid Epidemic Response Advisory Council

Dated: _____

4-28-22

Erin Koegel

REP. ERIN KOEGEL
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARK KORAN
Member, Opioid Epidemic Response Advisory Council

Dated: _____

4-26-2022

Mary Kunes

SEN. MARY KUNESH
Member, Opioid Epidemic Response Advisory Council

MINNESOTA GOVERNOR'S OFFICE

Dated: _____

TIM WALZ
Governor of the State of Minnesota

MINNESOTA ATTORNEY GENERAL'S OFFICE

Dated: _____

KEITH ELLISON
Minnesota Attorney General

ASSOCIATION OF MINNESOTA COUNTIES

Dated: 4/18/2022

JULIE RING
Executive Director, Association of Minnesota Counties

LEAGUE OF MINNESOTA CITIES

Dated: _____

PATRICIA BEETY
General Counsel, League of Minnesota Cities

MINNESOTA OPIOID EPIDEMIC RESPONSE ADVISORY COUNCIL

Dated: _____

REP. DAVE BAKER
Chair, Opioid Epidemic Response Advisory Council

Dated: _____

REP. ERIN KOEGEL
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARK KORAN
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARY KUNESH
Member, Opioid Epidemic Response Advisory Council

MINNESOTA GOVERNOR'S OFFICE

Dated: _____

TIM WALZ
Governor of the State of Minnesota

MINNESOTA ATTORNEY GENERAL'S OFFICE

Dated: _____

KEITH ELLISON
Minnesota Attorney General

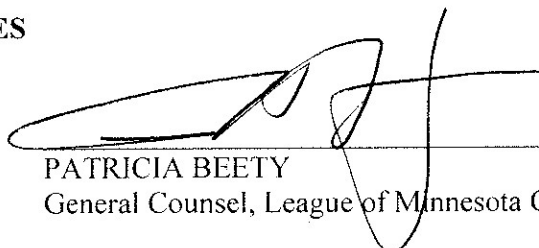
ASSOCIATION OF MINNESOTA COUNTIES

Dated: _____

JULIE RING
Executive Director, Association of Minnesota Counties

LEAGUE OF MINNESOTA CITIES

Dated: 5/2/22



PATRICIA BEETY
General Counsel, League of Minnesota Cities

MINNESOTA OPIOID EPIDEMIC RESPONSE ADVISORY COUNCIL

Dated: _____

REP. DAVE BAKER
Chair, Opioid Epidemic Response Advisory Council

Dated: _____

REP. ERIN KOEGEL
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARK KORAN
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARY KUNESH
Member, Opioid Epidemic Response Advisory Council

MINNESOTA GOVERNOR'S OFFICE

Dated: _____

TIM WALZ
Governor of the State of Minnesota

MINNESOTA ATTORNEY GENERAL'S OFFICE

Dated: _____

KEITH ELLISON
Minnesota Attorney General

ASSOCIATION OF MINNESOTA COUNTIES

Dated: _____

JULIE RING
Executive Director, Association of Minnesota Counties

LEAGUE OF MINNESOTA CITIES

Dated: _____

PATRICIA BEETY
General Counsel, League of Minnesota Cities

MINNESOTA OPIOID EPIDEMIC RESPONSE ADVISORY COUNCIL

Dated: _____

REP. DAVE BAKER
Chair, Opioid Epidemic Response Advisory Council

Dated: _____

REP. ERIN KOEGEL
Member, Opioid Epidemic Response Advisory Council

Dated: April 26, 2022



SEN. MARK KORAN
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARY KUNESH
Member, Opioid Epidemic Response Advisory Council

Appendix A

Note: DHS shall have flexibility to design and implement necessary reporting mechanisms. This implementation should err towards making responses easier for Participating Local Governments. Signatories must agree to substantive changes to the below outlined data collected.

I. Contact information

- Unit of government name(s)
- Contact person name, title, address, phone, email address, are you reporting on behalf of a unit of government that relinquished funds (I.H in addendum) or as a Region (I.C.ii in addendum); if yes, identify relevant Participating Local Governments included in this report
- Basic assurances that the program funds were used appropriately, as outlined in the settlement agreement (check boxes)

II. Information on funded service/program

- Service/program/activity (drop-down, multiple select box, if feasible)
- Budget for the program/service, actual expenditure on the program/service
- Brief description of the funded program and progress made during the year (recommended length: 125-250 words)
- Remediation category (drop-down, if feasible)
- Check box for target population, check all that apply (White, Black or African American, American Indian, Asian, Native Hawaiian or Other Pacific Islander, Hispanic, children and youth, individuals with disabilities, pregnant individuals, low-income individuals, homeless/unhoused, recent immigrants, justice-involved, LGBTQ, other-specify)
- Use of evidence-based practices and culturally-relevant services (drop-down/check-box, optional response)

III. Outcomes for activities of \$25,000 or more in calendar year expenditures

- Brief qualitative successes or challenges/barriers from the field (125-250 words)
- Report on the results of the activity using 1 or more self-defined process measure
 - Addresses the question “How much did we do?”
 - Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
- Report on the results of the activity using 1 or more self-defined quality or outcome measure
 - Addresses the questions, “How well did we deliver it?” or “What difference did it make?”
 - Examples:
 - Quality measure: percentage of clients referred to care or engaged in care; percentage of staff with certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.
 - Outcome measure: number or percentage of clients with stable housing or employment; avoided fatal overdoses; recidivism; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.



Date: 8/4/2025

Encroachment Agreement with Coil for Private Improvements in Public Easements

Proposed Action

Staff recommends adoption of the following motion: Move to approve Encroachment Agreement with Mark Coil and Dawn Cameron Coil for private improvements in public easements.

Overview

Mark Coil and Dawn Cameron Coil (18873 Javelin Way) request approval for an existing privately-owned and maintained retaining wall and a crushed-rock patio with a brick edge in public easements. The property owners will own and maintain the improvements and are responsible for removing the private improvements if the City determines the public easements must be utilized.

Supporting Information

1. Encroachment Agreement

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

Envision Lakeville Community Values: Design that Connects the Community

Report Completed by: Jon Nelson, Assistant City Engineer

(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this _____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **MARK COIL AND DAWN CAMERON COIL**, spouses married to each other, joint tenants, (“Owners”).

1. BACKGROUND. Owners are the fee owners of certain real property located in the City of Lakeville, County of Dakota, State of Minnesota, legally described as follows:

PID 22-58601-03-010

Lot 1, Block 3, Preserve of Lakeville Second Addition, Dakota County, Minnesota according to the recorded plat thereof,

(torrens property)

having a street address of 18873 Javelin Path, Lakeville, Minnesota 55044 (“Subject Property”).

The City owns easements for drainage and utility purposes over portions of the Subject Property (“Easement Areas”). A retaining wall and crushed rock patio with a brick edge (collectively, “the Improvements”) were constructed on the south/southeast side of the Subject Property which encroaches on the City’s drainage and utility Easement Areas as depicted on the survey sketch attached hereto as Exhibit “A”.

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

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

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the City's Easement Areas, Owners, for themselves, their heirs, successors and assigns, hereby agree to indemnify and hold the City harmless from any damage caused to the Subject Property, including the Improvements in the City's Easement Areas, caused in whole or in part by the encroachment into the City's Easement Areas.

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

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

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

PROPERTY OWNERS:

Mark Coil

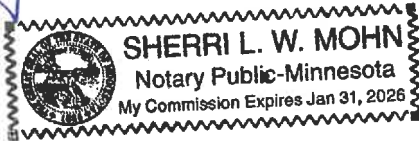
Mark Coil

Dawn Cameron Coil

Dawn Cameron Coil

STATE OF MINNESOTA)
)ss.
COUNTY OF Sakota)

The foregoing instrument was acknowledged before me this 9th day of June, 2025, by **Mark Coil**, spouse to Dawn Cameron Coil.



Sherri L. W. Mohn
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF Sakota)

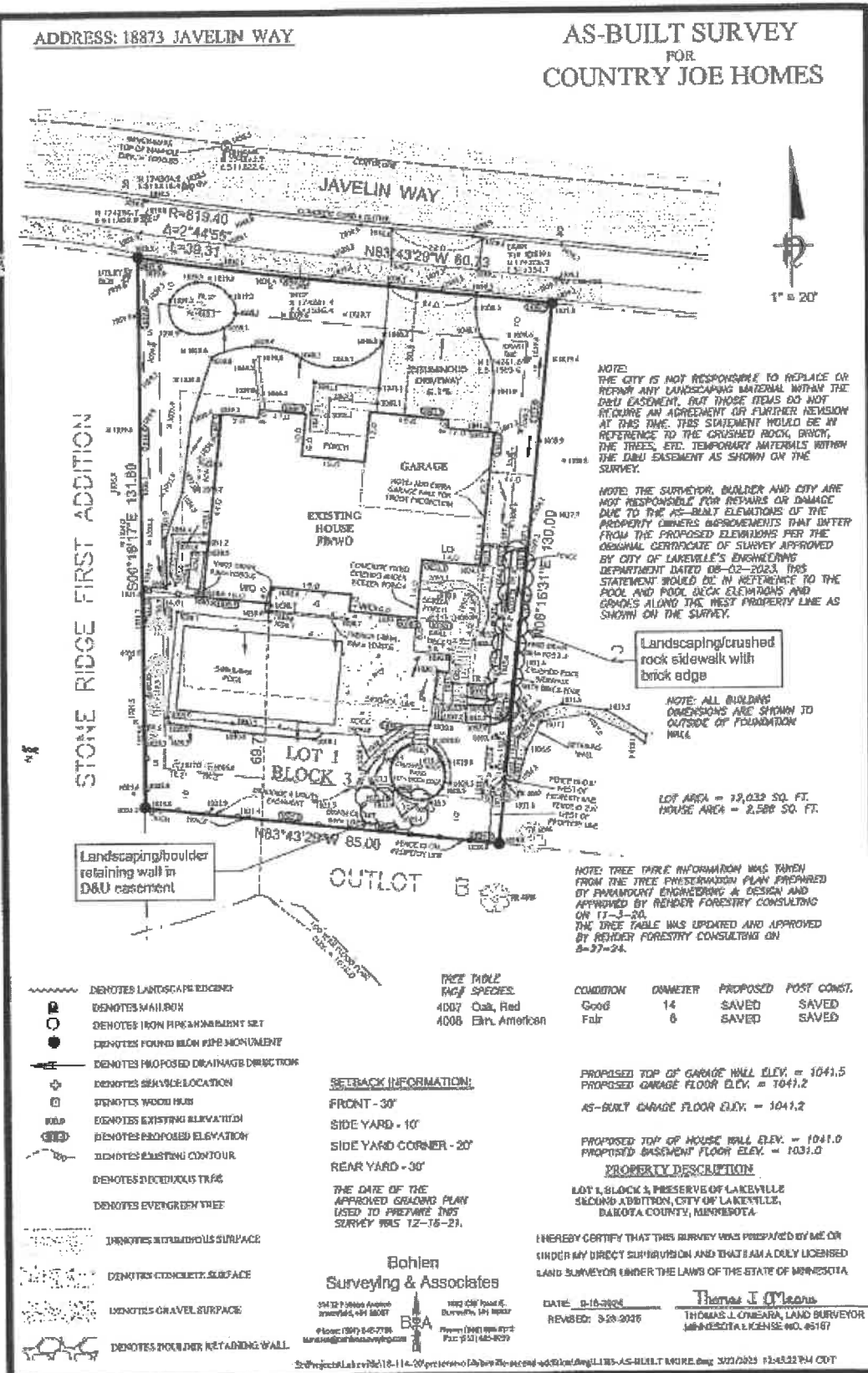
The foregoing instrument was acknowledged before me this 9th day of June, 2024, by **Dawn Cameron Coil**, spouse to Mark Coil.



Sherri L. W. Mohn
Notary Public

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

EXHIBIT "A"





Date: 8/4/2025

Update to Drug, Alcohol & Cannabis Testing Policy

Proposed Action

Staff recommends adoption of the following motion: Move to approve the update to Lakeville's Drug, Alcohol and Cannabis Testing Policy.

Overview

With the legalization of cannabis for recreational usage, our drug and alcohol testing policy needs to be updated to recognize cannabis separate from the term "drug". The policy revision follows guidance from the League of MN Cities as well, as there were several pertinent pieces of information missing.

The policy itself remains similar; we can only issue drug, alcohol and/or cannabis testing in certain instances. Those instances are: pre-employment testing of certain safety-sensitive positions, reasonable suspicion, post-accident and treatment program testing. Random testing is prohibited and only allowed for employees that fall under a DOT-covered drug & alcohol policy (these would be positions that hold a commercial driver's license).

Supporting Information

1. Draft Drug, Alcohol and Cannabis Testing
2. Drug, Alcohol & Cannabis Testing Updates 2025

Financial Impact: \$ Budgeted: Yes Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Alissa Frey, Human Resources Director
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DRUG ~~AND~~ ALCOHOL ~~AND CANNABIS~~ TESTING

Policy 6.17

1) POLICY

- a) The city recognizes drug ~~and~~, alcohol ~~and cannabis~~ abuse by employees threatening the welfare of the public and the well-being of the other employees. Therefore, the City has established drug and alcohol testing for positions covered by this policy as a means of protecting the public's welfare and employee's well-being.
- b) The intent of this policy is to prevent drug ~~and~~, alcohol ~~and cannabis~~ abuse by employees and to offer the opportunity for rehabilitation of employees who have tested positively for drug ~~and~~ ~~alcohol and/or cannabis~~ use while on duty.
- c) The city shall inform a job applicant prior to testing. Information shall include the city's right to request a test, the processing of a test, the consequences of testing positively, and the rights of the employee.
- d) Before requesting an employee or a job applicant to undergo drug or alcohol testing, the city shall provide the employee or job applicant with a form developed by the city on which to acknowledge the employee or job applicant has reviewed the policy. On an additional form, the employee or job applicant may indicate any over-the-counter or prescription medications that they are currently taking or have recently taken and any other information relative to the liability of or explanation for a positive test result. This form will be completed at the collection site and will not be reviewed by the employer.
- e) Random testing is prohibited under this policy but is allowable under the city's DOT drug and alcohol testing policy.
- f) The city shall not require an employee or job applicant to undergo drug ~~or~~ alcohol ~~or cannabis~~ testing except as authorized below:

Pre-Employment Testing

Certain job applicants offered employment with the city will receive the offer conditioned upon successful completion of a drug test, and/or an alcohol test or cannabis test, if applicable, among other conditions. The city will not require or request a job applicant to undergo cannabis testing related to "lawful consumable products" pursuant to Minn Stat. § 181.938, including alcohol, cannabis lower-potency hemp edibles, and hemp-derived consumer products, except with respect to positions that are deemed safety sensitive or as found in Minn. Stat. § 181.950, subd. 13. If the job offer is withdrawn based on drug test results, the city will inform the applicant of the reasons for the withdrawal. A failure of the drug or other applicable test, a refusal to take the test, or failure to meet other conditions of the offer will result in a withdrawal of the offer of employment even if the applicant's provisional employment has begun. A positive dilute test result (following a second collection), which has been confirmed, will also result in immediate withdrawal of an offer of employment to an applicant.

Temporary and seasonal employees are not subject to this policy except for those designated by the hiring department as safety-sensitive positions.

Reasonable Suspicion Testing

Consistent with Minn. Stat. § 181.951, subd. 5, employees will be subject to alcohol and/or drug testing, including cannabis testing, when reasonable suspicion exists to believe that the employee :

- Is under the influence of alcohol, drugs or cannabis; or,
- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs, alcohol, or cannabis, while working, while on city property, or while operating city vehicles,

- machinery or any other type of equipment; or
- Has sustained a personal injury as defined in Minn Stat. § 176.011, subd. 16 or has caused another employee to sustain an injury or;
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

Reasonable suspicion may be based upon, but is not limited to, facts regarding appearance, behavior, speech, breath, odor, possession, proximity to or use of alcohol, drugs or cannabis or containers or paraphernalia, poor safety record, excessive absenteeism, impairment of job performance, or any other circumstances that would cause a reasonable employer to believe that a violation of the city's policies concerning alcohol, drugs or cannabis may have occurred. These observations will be reflected in writing by the department.

For off-site collection, employees will be driven to the employer-approved medical facility by their supervisor or a designee. For an on-site collection service, the employee will remain on site and be observed by the supervisor or designee. The medical facility or on-site collection service will take the urine or blood sample and will forward the sample to an approved laboratory for testing.

Pursuant to the requirements of the Drug-Free Workplace Act of 1988, all city employees, as a condition of continued employment, will agree to abide by the terms of this policy and must notify the Human Resources department of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction. If required by law or government contract, the city will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

Treatment Program Testing

In accordance with Minn. Stat. § 181.951, subd. 6, the city may request or require an employee to undergo drug, alcohol or cannabis testing, if the employee has been referred by the city for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan. In such a case, the employee may be requested or required to undergo drug or alcohol testing, including cannabis testing, without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

g) Right of Refusal

Employees and job applicants have the right to refuse to submit to an alcohol, drug, or cannabis test under this policy. However, such a refusal will subject an employee to immediate termination.

If an applicant refuses to submit to applicant testing, any conditional offer of employment will be withdrawn. Any intentional act or omission by the employee or applicant that prevents the completion of the testing process constitutes a refusal to test.

An applicant or employee who substitutes, or attempts to substitute, or alters, or attempts to alter a testing sample is considered to have refused to take a drug alcohol or cannabis test. In such a case, the employee is subject to immediate termination of employment, and in the case of an applicant, the job offer will be immediately withdrawn.

Refusal on religious grounds, refuses to undergo drug and/or alcohol testing, including cannabis testing, of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug, alcohol, or cannabis testing of a urine sample.

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h) Cost of Testing

The city will pay for the cost of all drug, alcohol or cannabis testing requested or required of all job applicants and employees, except for confirmatory retests. Likewise, if the employee or job applicant's initial test was an oral fluid test that indicates a positive result or that is inconclusive or invalid and the employee or job applicant requests testing using the services of a testing laboratory as described below, and the city will cover the cost of the laboratory test. Job applicants and employees are responsible for paying for all costs associated with any requested confirmatory retests after their first laboratory test.

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i) Prohibition against Drugs and Alcohol

Employees are prohibited from the use, possession, transfer, transportation, manufacture, distribution, sale, purchase, solicitation to sell or purchase, or dispensation of alcohol, drugs, including cannabis, or drug paraphernalia, while on duty; while on city premises; while operating any city vehicle, machinery, or equipment; or when performing any city business, except (1) pursuant to a valid medical prescription used as properly instructed; (2) the use of over-the-counter drugs used as intended by the manufacturer; or (3) when necessary for approved law enforcement activity.

Besides having a zero-tolerance policy for the use or possession of alcohol, illegal drugs, or misused prescription drugs on the worksite, we also prohibit the use, possession of, impairment by any cannabis or medical cannabis products (e.g., hash oils, edibles or beverages containing cannabinoids, or pills) on the worksite by a person working as an employee at the city or while "on call" and subject to return to work.

Having a medical marijuana card, patient registry number, and/or cannabis prescription from a physician does not allow anyone to use, possess, or be impaired by that drug here. Likewise, the fact that cannabis may be lawfully purchased and consumed does not permit anyone to use, possess, or be impaired by them here. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use. There is no acceptable concentration of marijuana metabolites in the blood or urine of an employee who operates our equipment or vehicles or who is on one of our worksites. Applicants and employees are still subject to being tested under our drug, alcohol and cannabis testing policy.

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Employees are subject to being disciplined, suspended, or terminated after testing positive for cannabis if the employee used, possessed, or was impaired by cannabis, including medical cannabis, while on the premises of the place of employment or during the hours of employment.

j) While Impaired by Alcohol, Drugs or Cannabis

Employees are prohibited from being under the influence of alcohol or drugs, including cannabis, or having a detectable amount of an illegal drug in the blood or urine when reporting for work; while on duty; is on the city's premises; while operating any city vehicle, machinery, or equipment; or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter drug used as intended by the manufacturer.

k) Driving While Impaired

A conviction of driving while impaired in a city-owned vehicle at any time during business or non-business hours, or in an employee-owned vehicle while conducting city business, may result in discipline, up to and including discharge.

l) Criminal Drug Convictions

Any employee convicted of any criminal drug statute must notify his or her supervisor and Human Resources in writing of such conviction no later than five days after such conviction. Within 30 days after receiving notice from an employee of a drug-related conviction, the city will take appropriate personnel action against the employee up to and including discharge or require the employee to satisfactorily participate in a drug abuse assistance or

rehabilitation program as an alternative to termination. In the event notice is not provided to the supervisor and the employee is deemed to be incapable of working safely, the employee will not be permitted to work and will be subject to disciplinary action, including dismissal from employment. In accordance with the Federal Drug-Free Workplace Act of 1988, if the city is receiving federal grants or contracts of over \$25,000, the city will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

m) Failure to Disclose Lawful Drugs

Employees taking a lawful drug, including prescription and over-the-counter drugs or cannabis, which may impair their ability to perform their job responsibilities or pose a safety risk to themselves or others, must advise their supervisor of this before beginning work. It is the employee's responsibility to seek out written information from his/her physician or pharmacist regarding medication and any job performance impairment and relay that information to his/her supervisor. In the event of such a disclosure, the employee will not be authorized to perform safety-sensitive functions.

n) Notification of Test Results

In the case of job applicants and in accordance with Minn. Stat. § 181.953, (Human Resources) will notify a job applicant of a negative drug result within three days of receipt of result by the city, and the hiring process will resume. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the city within three working days of the confirmatory test result. A job applicant may request a copy of the test result report from (Human Resources).

In the case of current employees and in accordance with Minn. Stat. § 181.953, (Human Resources) will notify the employee of a negative drug and/or alcohol result within three days of receipt of result by the city. An employee may request a copy of the test result report from Human Resources.

In the event of a confirmed positive blood or urine alcohol drug, or cannabis test result, the city will notify the employee of a positive result within three days of receipt of the result. Human Resources will send to the employee or job applicant a letter containing further instructions. The employee or job applicant may contact Human Resources to request a copy of the test result report if desired. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the city within three working days of the confirmatory test result.

An employee or job applicant will be notified of the results of an oral fluid test at the time of the test in accordance with Minn. Stat. § 181.953, subd. 5(b).

o) Right to a Confirmatory Retest

A Job applicant or employee may, within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, request drug or alcohol or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory. If the laboratory test indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the laboratory retest procedures described below.

A job applicant or employee who was required to undergo drug or alcohol or cannabis testing at a laboratory, or who timely requests laboratory testing following an oral fluid test, may request a confirmatory retest of the original sample at the job applicant's or employee's own expense after notice of a positive test result on a confirmatory test. Within five working days after notice of the confirmatory test result, the job applicant or employee must notify the city in writing of the job applicant's or employee's intention to obtain a confirmatory retest. Within three working days after receipt of the notice, the city will notify the original testing laboratory that the job applicant or employee has requested the laboratory to conduct the confirmatory retest or transfer the sample to another qualified

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laboratory licensed to conduct the confirmatory retest. The original testing laboratory will ensure the control and custody procedures are followed during transfer of the sample to the other laboratory. In accordance with Minn. Stat. § 181.953, subd. 3, the laboratory is required to maintain all samples testing positive for a period of six months. The confirmatory retest will use the same drug and/or alcohol threshold detection levels as used in the original confirmatory test.

In the case of job applicants, if the confirmatory retest does not confirm the original positive test result, the city's job offer will be reinstated, and the city will reimburse the job applicant for the actual cost of the confirmatory retest. In the case of employees, if the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test will be taken against the employee, the employee will be reinstated with any lost wages or salary for time lost pending the outcome of the confirmatory retest result, and the city will reimburse the employee for the actual cost of the confirmatory retest.

p) Consequences for Applicants and Employees

The city's conditional offer of employment will be withdrawn from any job applicant who refuses to be tested or tests positive for illegal drugs as verified by a confirmatory test.

No Adverse Action without Confirmatory Test. The city will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee based on a positive test result from an initial screening test that has not been verified by a confirmatory test.

Suspension Pending Test Result. The city may temporarily suspend a tested employee with or without pay or transfer that employee to another position at the same rate of pay pending the outcome of the requested confirmatory retest, provided the city believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public.

The employee will be asked to return home and will be provided appropriate arrangements for return transportation to his or her residence. In accordance with Minn. Stat. § 181.953, subd. 10, an employee who has been suspended without pay will be reinstated with back pay if the outcome of the requested confirmatory retest is negative.

q) Discipline and Discharge

The city will not discharge an employee for a first confirmatory positive test unless the following conditions have been met:

The city has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the city after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation by the employee in any recommended substance abuse treatment program will be at the employee's own expense or pursuant to the coverage under an employee benefit plan. The certified chemical use counselor or physician trained in the diagnoses and treatment of chemical dependency will determine if the employee has followed the rehabilitation program as prescribed; and
The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a refusal to test or positive test result on a confirmatory test after completion of the program.

r) Other Misconduct

Nothing in this policy limits the right of the city to discipline or dismiss an employee on grounds other than a positive confirmatory test result, including conviction of any criminal drug statute for a violation occurring in the workplace

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or violation of other city personnel policies.

- i) ~~The city may require a job applicant to undergo drug or alcohol testing provided a job offer has been made to the applicant and the same test is required of all job applicants conditionally offered employment for that position. If the job is withdrawn, the city shall inform the applicant of the reasons for its actions.~~
- ii) ~~The supervisor in charge may require an employee to undergo drug or alcohol testing provided a reasonable attempt has been made to receive approval from the City Administrator, that said requirement is stated in writing, and there is reasonable suspicion that the employee:~~
 - ~~(1) Is under the influence of drugs or alcohol;~~
 - ~~(2) Is found to personally possess illicit drugs or alcohol while on duty;~~
 - ~~(3) Sustained a personal injury or caused another employee to sustain a personal injury and the supervisor in charge has reasonable suspicion that drugs or alcohol were involved;~~
 - ~~(4) Has caused a work-related accident or was helping to operate machinery, equipment, or vehicles involved in a work-related accident and the supervisor in charge has reasonable suspicion that drugs or alcohol were involved.~~
- iii) ~~The city may require an employee to undergo drug or alcohol testing if the employee has been referred to the city for chemical dependency treatment or evaluation which results in a determination that the employee is chemically dependent, in which case the employee may be required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.~~
- iv) ~~Reasonable suspicion shall be defined as that quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the~~

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~~conduct of an individual that would lead a reasonable person to suspect the individual is or has been using drugs while on or off duty.~~

2) TESTING

- a) Test sample collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees may not be witnessed while submitting a urine sample. Administrative procedures and biologic testing of the samples shall be conducted to prevent the submission of fraudulent tests. All screening tests shall make use of a split sample which shall be used for confirmatory retests. Upon request, an employee shall be entitled to the presence of a representative before testing is administered. The testing may not be delayed for an unreasonable amount of time to allow the employee this opportunity.
- b) All samples shall be tested for chemical adulteration, opiates, cannabis, PCP, cocaine, amphetamines, barbiturates, benzodiazepines, and alcohol. The testing shall be done at a laboratory to be determined by the city ~~and the following standards shall be used:~~

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	Ng/ml Amphetamine	Ng/mg GC-MS
Barbiturates	Ng/ml Barbiturate	Ng/ml GC-MS
Benzodiazepine	Ng/ml Oxazepam	Ng/ml GC-MS
Cannabis	Ng/ml Delta-THC	Ng/mg GC-MS
Cocaine	Ng/ml Metabolite	Ng/mg GC-MS
Opiates	Ng/ml Morphine, Codeine	Ng/mg GC-MS
PCP	Ng/ml PCP	Ng/mg GC-MS
Alcohol	Gm/dl Alcohol	Gm/dl GC-MS

- e) ~~Any sample which has been altered or is shown to be a substance other than urine or blood shall be reported as such. All samples which test positive on a screening test shall be confirmed by gas chromatography mass spectrophotometry, and no records of unconfirmed positive tests shall be released by the laboratory.~~
- d) ~~Initial screening tests and confirmatory tests shall be at the sole cost of the city.~~
- e) ~~Testing and evaluation procedures shall be conducted in a manner to ensure that an employee's legal drug use does not affect the test results.~~
- f) ~~All results shall be evaluated by a suitably trained occupational physician or occupational nurse prior to being reported.~~
- g) ~~Test results shall be treated with the same confidentiality as other employee medical records. The test results shall not be reported outside the city organization.~~
- h) ~~Each employee whose confirmatory tests indicate positive for drug or alcohol use shall be medically evaluated by a substance abuse professional. If required by the substance abuse professional, the employee will then be counseled and treated for rehabilitation. At any time, an employee may voluntarily enter the chemical dependency program. This program is designed to provide care and treatment to employees who are in need of rehabilitation. Details concerning treatment any employee receives at this program shall remain confidential between the city and employee and shall not be released to the public. The city shall not be responsible for the cost of the treatment. The employee's health care provider shall provide a portion of the cost of treatment.~~
- i) ~~No employee shall be relieved of his or her position based on one positive confirmatory test result although the employee may be reevaluated for his or her assignment. When undergoing~~

treatment and evaluation, employees shall receive the usual compensation and fringe benefits provided at their assigned position provided the employee is using available accumulated leave.

- j) ~~Each employee has the right to challenge the results of drug testing in the same manner that he or she may grieve any managerial action.~~
- k) ~~Upon successful completion of rehabilitation, the employee shall be returned to his or her regular duty assignment. Employee reassignment during treatment shall be based on each individual's circumstances. If follow up care is prescribed after treatment, this may be a condition of employment. Once treatment and any follow up are completed and provided no further incidents of positive confirmatory tests occur, at the end of two (2) years the records of treatment and positive test results shall be retired to a closed medical record, given to the employee. References of the incident shall be removed from the employee's personnel file.~~

~~3) DISCIPLINE~~

- a) ~~Employees shall be subject to the disciplinary actions prescribed in this handbook if the employee:~~
 - i) ~~Refuses to undergo drug or alcohol testing; employee may refuse to undergo drug or alcohol testing of a blood sample upon religious grounds if they consent to testing of a urine sample.~~
 - ii) ~~Fails to successfully complete a required rehabilitation program as prescribed by a substance abuse professional.~~

~~4) RETEST~~

- a) ~~An employee may request a confirmatory retest of the original sample at the employee's own expense within five (5) days of receiving notice of a positive confirmatory test result. It shall be the responsibility of the employee to contact the city who will work with the employee to contact the laboratory which performed the original test and also make arrangements with the second federally certified laboratory to perform the confirmatory retest. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original result may be taken against the employee and the city will reimburse the employee for the actual cost of the confirmatory retest.~~

~~5) OTHER~~

- a) ~~The employee, upon request and subject to approval of the testing laboratory will have the right to inspect and observe any aspect of the drug testing program.~~
- b) ~~This drug testing program is solely initiated at the behest of the city for the safety and well-being of the public and employees. The city shall be solely liable for any legal obligations for its actions of requiring testing or for actions taken as a result of testing.~~
- c) ~~This policy is in no way intended to supersede or waive an employee's federal or state constitutional rights, or contractual rights.~~
- d) ~~This policy is subject to the interpretation of the state law pertaining to drug and alcohol testing.~~

DRUG , ALCOHOL AND CANNABIS TESTING

Policy 6.17

1) POLICY

- a) The city recognizes drug, alcohol and cannabis abuse by employees threatening the welfare of the public and the well-being of the other employees. Therefore, the City has established drug and alcohol testing for positions covered by this policy as a means of protecting the public's welfare and employee's well-being.
- b) The intent of this policy is to prevent drug ,alcohol and cannabis abuse by employees and to offer the opportunity for rehabilitation of employees who have tested positively for drug , alcohol and/or cannabis use while on duty.
- c) The city shall inform a job applicant prior to testing. Information shall include the city's right to request a test, the processing of a test, the consequences of testing positively, and the rights of the employee.
- d) Before requesting an employee or a job applicant to undergo drug or alcohol testing, the city shall provide the employee or job applicant with a form developed by the city on which to acknowledge the employee or job applicant has reviewed the policy. On an additional form, the employee or job applicant may indicate any over-the-counter or prescription medications that they are currently taking or have recently taken and any other information relative to the liability of or explanation for a positive test result. This form will be completed at the collection site and will not be reviewed by the employer.
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- Is under the influence of alcohol, drugs or cannabis; or,
- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs, alcohol, or cannabis, while working, while on city property, or while operating city vehicles, machinery or any other type of equipment; or
- Has sustained a personal injury as defined in Minn Stat. § 176.011, subd. 16 or has caused another employee to sustain an injury or;
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

Reasonable suspicion may be based upon, but is not limited to, facts regarding appearance, behavior, speech, breath, odor, possession, proximity to or use of alcohol, drugs or cannabis or containers or paraphernalia, poor safety record, excessive absenteeism, impairment of job performance, or any other circumstances that would cause a reasonable employer to believe that a violation of the city's policies concerning alcohol, drugs or cannabis may have occurred. These observations will be reflected in writing by the department.

For off-site collection, employees will be driven to the employer-approved medical facility by their supervisor or a designee. For an on-site collection service, the employee will remain on site and be observed by the supervisor or designee. The medical facility or on-site collection service will take the urine or blood sample and will forward the sample to an approved laboratory for testing.

Pursuant to the requirements of the Drug-Free Workplace Act of 1988, all city employees, as a condition of continued employment, will agree to abide by the terms of this policy and must notify the Human Resources department of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction. If required by law or government contract, the city will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

Treatment Program Testing

In accordance with Minn. Stat. § 181.951, subd. 6, the city may request or require an employee to undergo drug, alcohol or cannabis testing, if the employee has been referred by the city for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan. In such a case, the employee may be requested or required to undergo drug or alcohol testing, including cannabis testing, without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

g) Right of Refusal

Employees and job applicants have the right to refuse to submit to an alcohol, drug, or cannabis test under this policy. However, such a refusal will subject an employee to immediate termination.

If an applicant refuses to submit to applicant testing, any conditional offer of employment will be withdrawn.

Any intentional act or omission by the employee or applicant that prevents the completion of the testing process constitutes a refusal to test.

An applicant or employee who substitutes, or attempts to substitute, or alters, or attempts to alter a testing sample is considered to have refused to take a drug alcohol or cannabis test. In such a case, the employee is subject to immediate termination of employment, and in the case of an applicant, the job offer will be immediately withdrawn.

Refusal on religious grounds, refuses to undergo drug and/or alcohol testing, including cannabis testing, of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug, alcohol, or cannabis testing of a urine sample.

h) Cost of Testing

The city will pay for the cost of all drug, alcohol or cannabis testing requested or required of all job applicants and employees, except for confirmatory retests. Likewise, if the employee or job applicant's initial test was an oral fluid test that indicates a positive result or that is inconclusive or invalid and the employee or job applicant requests testing using the services of a testing laboratory as described below, and the city will cover the cost of the laboratory test. Job applicants and employees are responsible for paying for all costs associated with any requested confirmatory retests after their first laboratory test.

i) Prohibition against Drugs and Alcohol

Employees are prohibited from the use, possession, transfer, transportation, manufacture, distribution, sale, purchase, solicitation to sell or purchase, or dispensation of alcohol, drugs, including cannabis, or drug paraphernalia, while on duty; while on city premises; while operating any city vehicle, machinery, or equipment; or when performing any city business, except (1) pursuant to a valid medical prescription used as properly instructed; (2) the use of over-the-counter drugs used as intended by the manufacturer; or (3) when necessary for approved law enforcement activity.

Besides having a zero-tolerance policy for the use or possession of alcohol, illegal drugs, or misused prescription drugs on the worksite, we also prohibit the use, possession of, impairment by any cannabis or medical cannabis products (e.g., hash oils, edibles or beverages containing cannabinoids, or pills) on the worksite by a person working as an employee at the city or while "on call" and subject to return to work.

Having a medical marijuana card, patient registry number, and/or cannabis prescription from a physician does not allow anyone to use, possess, or be impaired by that drug here. Likewise, the fact that cannabis may be lawfully purchased and consumed does not permit anyone to use, possess, or be impaired by them here. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use. There is no acceptable concentration of marijuana metabolites in the blood or urine of an employee who operates our equipment or vehicles or who is on one of our worksites. Applicants and employees are still subject to being tested under our drug, alcohol and cannabis testing policy.

Employees are subject to being disciplined, suspended, or terminated after testing positive for cannabis if the employee used, possessed, or was impaired by cannabis, including medical cannabis, while on the premises of the place of employment or during the hours of employment.

j) While Impaired by Alcohol, Drugs or Cannabis

Employees are prohibited from being under the influence of alcohol or drugs, including cannabis, or having a detectable amount of an illegal drug in the blood or urine when reporting for work; while on duty; is on the city's premises; while operating any city vehicle, machinery, or equipment; or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter drug used as intended by the manufacturer.

k) Driving While Impaired

A conviction of driving while impaired in a city-owned vehicle at any time during business or non-business hours, or in an employee-owned vehicle while conducting city business, may result in discipline, up to and including discharge.

l) Criminal Drug Convictions

Any employee convicted of any criminal drug statute must notify his or her supervisor and Human Resources in writing of such conviction no later than five days after such conviction. Within 30 days after receiving notice from an employee of a drug-related conviction, the city will take appropriate personnel action against the employee up to and including discharge or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program as an alternative to termination. In the event notice is not provided to the supervisor and the employee is deemed to be incapable of working safely, the employee will not be permitted to work and will be subject to disciplinary action, including dismissal from employment. In accordance with the Federal Drug-Free Workplace Act of 1988, if the city is receiving federal grants or contracts of over \$25,000, the city will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

m) Failure to Disclose Lawful Drugs

Employees taking a lawful drug, including prescription and over-the-counter drugs or cannabis, which may impair their ability to perform their job responsibilities or pose a safety risk to themselves or others, must advise their supervisor of this before beginning work. It is the employee's responsibility to seek out written information from his/her physician or pharmacist regarding medication and any job performance impairment and relay that information to his/her supervisor. In the event of such a disclosure, the employee will not be authorized to perform safety-sensitive functions.

n) Notification of Test Results

In the case of job applicants and in accordance with Minn. Stat. § 181.953, (Human Resources) will notify a job applicant of a negative drug result within three days of receipt of result by the city, and the hiring process will resume. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the city within three working days of the confirmatory test result. A job applicant may request a copy of the test result report from (Human Resources).

In the case of current employees and in accordance with Minn. Stat. § 181.953, (Human Resources) will notify the employee of a negative drug and/or alcohol result within three days of receipt of result by the city. An employee may request a copy of the test result report from Human Resources.

In the event of a confirmed positive blood or urine alcohol drug, or cannabis test result, the city will notify the employee of a positive result within three days of receipt of the result. Human Resources will send to the employee or job applicant a letter containing further instructions. The employee or

job applicant may contact Human Resources to request a copy of the test result report if desired. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the city within three working days of the confirmatory test result.

An employee or job applicant will be notified of the results of an oral fluid test at the time of the test in accordance with Minn. Stat. § 181.953, subd. 5(b).

o) Right to a Confirmatory Retest

A Job applicant or employee may, within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, request drug or alcohol or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory. If the laboratory test indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the laboratory retest procedures described below.

A job applicant or employee who was required to undergo drug or alcohol or cannabis testing at a laboratory, or who timely requests laboratory testing following an oral fluid test, may request a confirmatory retest of the original sample at the job applicant's or employee's own expense after notice of a positive test result on a confirmatory test. Within five working days after notice of the confirmatory test result, the job applicant or employee must notify the city in writing of the job applicant's or employee's intention to obtain a confirmatory retest. Within three working days after receipt of the notice, the city will notify the original testing laboratory that the job applicant or employee has requested the laboratory to conduct the confirmatory retest or transfer the sample to another qualified laboratory licensed to conduct the confirmatory retest. The original testing laboratory will ensure the control and custody procedures are followed during transfer of the sample to the other laboratory. In accordance with Minn. Stat. § 181.953, subd. 3, the laboratory is required to maintain all samples testing positive for a period of six months. The confirmatory retest will use the same drug and/or alcohol threshold detection levels as used in the original confirmatory test.

In the case of job applicants, if the confirmatory retest does not confirm the original positive test result, the city's job offer will be reinstated, and the city will reimburse the job applicant for the actual cost of the confirmatory retest. In the case of employees, if the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test will be taken against the employee, the employee will be reinstated with any lost wages or salary for time lost pending the outcome of the confirmatory retest result, and the city will reimburse the employee for the actual cost of the confirmatory retest.

p) Consequences for Applicants and Employees

The city's conditional offer of employment will be withdrawn from any job applicant who refuses to be tested or tests positive for illegal drugs as verified by a confirmatory test.

No Adverse Action without Confirmatory Test. The city will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee based on a positive test result from an initial screening test that has not been verified by a confirmatory test.

Suspension Pending Test Result. The city may temporarily suspend a tested employee with or without pay or transfer that employee to another position at the same rate of pay pending the

outcome of the requested confirmatory retest, provided the city believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public.

The employee will be asked to return home and will be provided appropriate arrangements for return transportation to his or her residence. In accordance with Minn. Stat. § 181.953, subd. 10, an employee who has been suspended without pay will be reinstated with back pay if the outcome of the requested confirmatory retest is negative.

q) Discipline and Discharge

The city will not discharge an employee for a first confirmatory positive test unless the following conditions have been met:

The city has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the city after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation by the employee in any recommended substance abuse treatment program will be at the employee's own expense or pursuant to the coverage under an employee benefit plan. The certified chemical use counselor or physician trained in the diagnoses and treatment of chemical dependency will determine if the employee has followed the rehabilitation program as prescribed; and

The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a refusal to test or positive test result on a confirmatory test after completion of the program.

r) Other Misconduct

Nothing in this policy limits the right of the city to discipline or dismiss an employee on grounds other than a positive confirmatory test result, including conviction of any criminal drug statute for a violation occurring in the workplace or violation of other city personnel policies.

2) TESTING

- a) Test sample collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees may not be witnessed while submitting a urine sample. Administrative procedures and biologic testing of the samples shall be conducted to prevent the submission of fraudulent tests. All screening tests shall make use of a split sample which shall be used for confirmatory retests. Upon request, an employee shall be entitled to the presence of a representative before testing is administered. The testing may not be delayed for an unreasonable amount of time to allow the employee this opportunity.
- b) All samples shall be tested for chemical adulteration, opiates, cannabis, PCP, cocaine, amphetamines, barbiturates, benzodiazepines, and alcohol. The testing shall be done at a laboratory to be determined by the city.



Date: 8/4/2025

Professional Services Agreement with RJM Construction

Proposed Action

Staff recommends adoption of the following motion: Move to approve a professional services agreement with RJM Construction for construction management services.

Overview

As part of the process to construct the new fire station, a construction management company is required to be hired. A construction manager oversees the entire project on a daily basis, including the coordination of cost estimating, preparing the bid package with the architect, value engineering the plans before bidding, managing all subcontractors and material suppliers and coordinating communications between the city's leadership team, architect, the construction company and their subcontractors. The construction manager is also responsible for setting and keeping schedules, monitoring finances, and making certain that all contractors are completing their work per the approved plans and ensuring the project is completed on time and within budget.

The city prepared and advertised an RFQ for construction management services at risk and six companies responded with proposals. The proposals were reviewed by staff and representatives from CNH Architects, who also interviewed four of the six companies.

Staff is recommending approval of a professional services agreement with RJM Construction. RJM met and exceeded many of the qualifications listed in the RFQ and has extensive experience in constructing municipal fire stations, including the most recent two fire stations in Plymouth, and one in Chaska, as well as other municipal projects. Their proposal is broken into two phases – Preconstruction/Bidding and Construction. The Preconstruction/Bidding phase allows the flexibility to prepare cost estimates, plans, specifications, and to bid the project and then move into the second, Construction Phase. The cost of the Preconstruction/Bidding phase is \$25,000 with the Construction Phase services costing \$1,087,515.

Supporting Information

None

Financial Impact: \$1,112,515 Budgeted: Yes Source: Project Budget/Franchise Fees Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Allyn Kuennen, Assistant City Administrator
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Date: 8/4/2025

Update to Employee Recruitment & Selection Policy

Proposed Action

Staff recommends adoption of the following motion: Move to approve the changes to the Employee Recruitment & Selection Policy.

Overview

A new section is being added to this policy to account for the reasons why the human resource department may remove an applicant from moving forward in a recruitment process. This is to provide more transparency in the recruitment process and allows the human resource department the ability to reference a policy when certain applicants are not moved forward in a recruitment process.

Supporting Information

1. Draft Employee Recruitment & Selection Updates - 2025
2. Employee Recruitment & Selection 2025 Updates

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Alissa Frey, Human Resources Director

EMPLOYEE RECRUITMENT AND SELECTION

Policy 6.21

1.0 POLICY

- a) All appointments to positions of City employment will be based on merit and qualifications of the applicants for the position to be filled. All Equal Opportunity laws will be adhered to.
- b) The City Administrator will determine if a vacancy for regular full-time and part-time positions should be filled through an open recruitment process, promotion, transfer, or some other method. This determination will be made on a case-by-case basis based on the qualifications of the interested internal candidates with the majority of position vacancies filled through an open recruitment process.
- c) Position vacancies may be filled on an "acting" basis as needed prior to filling a position through the normal process. The City Administrator will approve all acting appointments for regular positions. When the decision is made to move forward with a regular appointment, recruitment will proceed as directed by this policy. Pay rate adjustments for acting appointments will be determined by the City Administrator and will fall within the confines of the adopted Pay Resolution.
- d) Position vacancies for internal positions will be advertised for a minimum of five working days. External postings will be advertised for a minimum of two weeks. Appropriate placement of the advertisements will be determined based on the necessary qualifications of the positions.
- e) Application will normally be made on application forms provided by the Human Resources Department. All candidates must complete and submit the required application materials by the posted deadline in order to be considered for the position. The deadline for application may be extended by the City Administrator and/or the Human Resources ~~Manager~~Department.
- f) Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating, written test, oral test or interview, performance or demonstrative test, physical agility test, or other appropriate job-related examination. Team interviews are encouraged; a structured interview process is recommended. Offers will be made contingent upon successful completion of appropriate assessments and background/credit checks.
- g) The selection process will be a cooperative effort between the Human Resources ~~Manager~~Department and the hiring department ~~director~~, subject to final approval of the City Administrator. The Personnel Committee of the City Council and possibly the full City Council may choose to interview the finalists for those positions that directly report to the City Administrator or the Assistant City Administrator.
- h) The Human Resources Department may remove the name of an applicant for the following reasons, which are not intended to be exhaustive:
 - i. Has declined an appointment under such conditions as the eligible applicant previously indicated was acceptable.
 - ii. Has declined to interview for a position for which the applicant was considered.
 - iii. Has failed to respond within five (5) business days to any inquiry from Human Resources regarding availability for appointment.
 - iv. Has been considered for appointment three (3) times from an interview/eligibility list in the past three (3) years and not appointed.
 - v. Is found to lack any of the pre-employment process requirements established from the job.
 - vi. Has been previously dismissed from the city's employment or who has resigned in lieu of disciplinary action from any Lakeville city position.
 - vii. Has made false or misleading statements or omitted any material fact on a current

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- or previous employment application.
- viii. Has used or attempted to use political pressure or bribery to obtain an advantage in the examination or appointment.
- ix. Has directly or indirectly obtained information about the examination to which that applicant was not entitled.
- x. Has taken part in the compilation, administration or correction of the examination.
- g) In addition, the appointing authority may request that the Human Resources Department remove a name from the interview/eligibility list for any of the above reasons. Such request shall be in writing and provide adequate documentation of the reasons. A disqualified applicant shall be notified of such action in writing to the email address from which they applied.

h) Hiring of seasonal, casual, or temporary employees may be delegated to the department directors or their designee upon approval of the City Administrator.

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EMPLOYEE RECRUITMENT AND SELECTION

Policy 6.21

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- c) Position vacancies may be filled on an “acting” basis as needed prior to filling a position through the normal process. The City Administrator will approve all acting appointments for regular positions. When the decision is made to move forward with a regular appointment, recruitment will proceed as directed by this policy. Pay rate adjustments for acting appointments will be determined by the City Administrator and will fall within the confines of the adopted Pay Resolution.
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 - iii. Has failed to respond within five (5) business days to any inquiry from Human Resources regarding availability for appointment.
 - iv. Has been considered for appointment three (3) times from an interview/eligibility list in the past three (3) years and not appointed.
 - v. Is found to lack any of the pre-employment process requirements established from the job.
 - vi. Has been previously dismissed from the city’s employment or who has resigned in lieu of disciplinary action from any Lakeville city position.
 - vii. Has made false or misleading statements or omitted any material fact on a current

- or previous employment application.
 - viii. Has used or attempted to use political pressure or bribery to obtain an advantage in the examination or appointment.
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- In addition, the appointing authority may request that the Human Resources Department remove a name from the interview/eligibility list for any of the above reasons. Such request shall be in writing and provide adequate documentation of the reasons. A disqualified applicant shall be notified of such action in writing to the email address from which they applied.
- i) Hiring of seasonal, casual, or temporary employees may be delegated to the department directors or their designee upon approval of the City Administrator.



Date: 8/4/2025

Update to ESST Policy

Proposed Action

Staff recommends adoption of the following motion: Move to approve the updates to the ESST policy.

Overview

The State of Minnesota made additional updates to the Earned Sick and Safe Time (ESST) law during the last legislative session. The policy changes are to be reflective of state law requirements.

The first change is regarding the eligibility of ESST leave. Employees previously had to work 80 hours and then became eligible to accrue leave time. Now, employees who are expected to work at least 80 hours can become eligible immediately upon hire and start accruing leave time. The other noticeable change is when an employer can ask an employee for supporting documentation for their need for ESST leave. Previously, an employee had to use three consecutive days of ESST leave before an employer could ask for supporting documentation. Now, the requirement has been reduced to two days of consecutive leave.

Supporting Information

1. Draft ESST Updates 2025
2. ESST 2025 Updates

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Alissa Frey, Human Resources Director

EARNED SICK AND SAFE TIME

Policy 6.55.1

1) POLICY

- a) Effective January 1, 2024, part-time Liquor Store employees, seasonal employees, and temporary employees who are expected to work at least 80 hours in a calendar year for the city will accrue earned Sick and Safe Time (ESST) ~~for~~ at one hour for every 30 hours worked, up to a maximum of 48 hours of sick and safe time per year.
- b) A 12-month period is calculated based on a calendar year, January 1 to December 31.
- c) The hourly rate of ESST is the same hourly rate an employee earns from employment with the city.

2) Earned Sick and Safe Time Use

- a) ESST may be used as it is accrued in the smallest increment of time tracked by the city's payroll system for the following circumstances:
 - An employee's own:
 - Mental or physical illness, injury or other health condition, treatment or preventative care
 - Closure of the employee's place of business due to weather or another public emergency
 - The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
 - Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
 - Care of a family member:
 - With mental or physical illness, injury or other health condition, treatment or preventive care
 - Whose school or place of care has been closed due to weather or another public emergency
 - When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease

- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
- Absence to make funeral arrangements, attend a funeral service or memorial or address financial or legal matters that arise after the death of a family member.

b) For Earned Sick and Safe Time purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

c) Advance Notice for use of Earned Sick and Safe Time (ESST)

If the need for ESST is foreseeable, the city requires seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as ~~soon as practicable~~ reasonably required by the city. When an employee uses Earned Sick and Safe time for more than ~~three~~ two (32) consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESST for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the city will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent. Employees are allowed to voluntarily seek or trade shifts to cover their ESST absence.

d) Carry Over of Earned Sick and Safe Time

Part-time Liquor employees, seasonal employees, and temporary employees are eligible ~~for~~to carry over accrued but unused ESST into the following year, but the total ESST carry over hours shall not exceed 80 hours.

e) Retaliation prohibited

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESST rights, requesting an ESST absence, or pursuing remedies. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under ESST.

f) Benefits and return to work protections

An employee returning from time off using accrued ESST is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during ESST absences will continue to accrue as if the employee has been continually employed.

g) Separation from employment

Upon separation from employment, Earned Sick and Safe Time previously accrued but not used will not be paid out.

When there is a separation from employment with the city and the employee is rehired again within 180 days of ~~separation, separation~~, previously accrued ESST that had not been used will be reinstated. An employee is entitled to use and accrue ESST at the commencement of reemployment.

EARNED SICK AND SAFE TIME

Policy 6.55.1

1) POLICY

- a) Effective January 1, 2024, part-time Liquor Store employees, seasonal employees, and temporary employees who are expected to work at least 80 hours in a calendar year for the city will accrue earned Sick and Safe Time (ESST) at one hour for every 30 hours worked, up to a maximum of 48 hours of sick and safe time per year.
- b) A 12-month period is calculated based on a calendar year, January 1 to December 31.
- c) The hourly rate of ESST is the same hourly rate an employee earns from employment with the city.

2) Earned Sick and Safe Time Use

- a) ESST may be used as it is accrued in the smallest increment of time tracked by the city's payroll system for the following circumstances:
 - An employee's own:
 - Mental or physical illness, injury or other health condition, treatment or preventative care
 - Closure of the employee's place of business due to weather or another public emergency
 - The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
 - Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
 - Care of a family member:
 - With mental or physical illness, injury or other health condition, treatment or preventive care
 - Whose school or place of care has been closed due to weather or another public emergency
 - When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease

- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
- Absence to make funeral arrangements, attend a funeral service or memorial or address financial or legal matters that arise after the death of a family member.

b) For Earned Sick and Safe Time purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

c) Advance Notice for use of Earned Sick and Safe Time (ESST)

If the need for ESST is foreseeable, the city requires seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the city. When an employee uses Earned Sick and Safe time for more than two (2) consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESST for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the city will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent. Employees are allowed to voluntarily seek or trade shifts to cover their ESST absence.

d) Carry Over of Earned Sick and Safe Time

Part-time Liquor employees, seasonal employees, and temporary employees are eligible to carry over accrued but unused ESST into the following year, but the total ESST carry over hours shall not exceed 80 hours.

e) Retaliation prohibited

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESST rights, requesting an ESST absence, or pursuing remedies. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under ESST.

f) Benefits and return to work protections

An employee returning from time off using accrued ESST is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during ESST absences will continue to accrue as if the employee has been continually employed.

g) Separation from employment

Upon separation from employment, Earned Sick and Safe Time previously accrued but not used will not be paid out.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued ESST that had not been used will be reinstated. An employee is entitled to use and accrue ESST at the commencement of reemployment.



Date: 8/4/2025

Update to Pregnancy and Parenting Leave Policy

Proposed Action

Staff recommends adoption of the following motion: Move to approve the updates to the Pregnancy and Parenting leave policy.

Overview

Pregnancy and parenting leave is a state-required, unpaid, job-protected leave. Different types of leave can be applied to an employee's leave and run simultaneously. Typically, in the event of parental leave, we apply for the federal Family and Medical Leave Act (FMLA). However, the federal FMLA does have requirements for eligibility surrounding length of service time and hours worked with an organization. The state's pregnancy and parenting leave previously mirrored federal FMLA requirements. The state's leave was updated to eliminate the service time requirement from its eligibility requirements, and we want our internal policy to be accurate and reflective of all updates.

Therefore, when an employee does not meet the eligibility requirements of federal FMLA, but they have a need for leave due to pregnancy or parenting leave, they will be protected under the state's current leave protections.

Lakeville's current policy also references federal FMLA leave within the pregnancy and parenting leave policy. These areas are being removed due to the fact that not everyone who qualifies for the state's leave will be eligible for federal FMLA protection.

Supporting Information

1. Draft Pregnancy & Parenting Updates - 2025
2. Pregnancy and Parenting 2025 Updates

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Alissa Frey, Human Resources Director

PREGNANCY and PARENTING LEAVE

Policy 6.52

1) POLICY

- a) The Minnesota Pregnancy and Parenting Leave Act provides (12) weeks of unpaid leave to eligible employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with or after the birth or adoption of a child. ~~Employees are eligible if they have been employed for more than one year and work at least 20 hours or more per week.~~
- b) An employee may take a maximum of twelve (12) weeks of unpaid leave and must begin within twelve months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

2) NOTICE

- a) The employee must give the city at least thirty (30) days advance notice. A Request for Leave form should be completed by the employee and returned to the immediate supervisor. In unexpected or unforeseeable situations, the employee should give as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed form.

3) LEAVE

- a) Employees may choose to use accrued leave while on pregnancy and parenting~~FMLA~~ leave as long as the provisions within those written policies apply. If choosing unpaid leave, the employee will not accrue benefits.
- b) The leave will run concurrently with the use of accrued leave, including FMLA and workers compensation injuries.

4) INSURANCE

- a) The employee's ~~may choose to continue~~ existing ~~health~~ benefits ~~and life insurance will - while continue while~~ on Pregnancy and Parenting leave. The city will continue to pay the same portion of the cost of the coverage as it did prior to the leave.
- b) Employee contributions will be required either through payroll deduction or by direct payment to the city. The employer will be advised in writing at the beginning of the leave period as to the amount and method of payment. If an employee's contribution is more than thirty (30) days late, the city may terminate the employee's insurance coverage.

5) RETURN FROM LEAVE

- a) Upon return from ~~FMLA~~ leave, employees will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms. If, during this leave, the city experiences a layoff and an employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of a bona fide layoff and recall system, including a system under a collective bargaining agreement, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under the layoff and recall system, including a system under a collective bargaining agreement, as if the employee had not taken the ~~FMLA~~ leave.

PREGNANCY and PARENTING LEAVE

Policy 6.52

1) POLICY

- a) The Minnesota Pregnancy and Parenting Leave Act provides (12) weeks of unpaid leave to eligible employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with or after the birth or adoption of a child.
- b) An employee may take a maximum of twelve (12) weeks of unpaid leave and must begin within twelve months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

2) NOTICE

- a) The employee must give the city at least thirty (30) days advance notice. A Request for Leave form should be completed by the employee and returned to the immediate supervisor. In unexpected or unforeseeable situations, the employee should give as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed form.

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- a) Employees may choose to use accrued leave while on pregnancy and parenting leave as long as the provisions within those written policies apply. If choosing unpaid leave, the employee will not accrue benefits.
- b) The leave will run concurrently with the use of accrued leave, including FMLA and workers compensation injuries.

4) INSURANCE

- a) The employee's existing benefits will continue while on Pregnancy and Parenting leave. The city will continue to pay the same portion of the cost of the coverage as it did prior to the leave.
- b) Employee contributions will be required either through payroll deduction or by direct payment to the city. The employer will be advised in writing at the beginning of the leave period as to the amount and method of payment. If an employee's contribution is more than thirty (30) days late, the city may terminate the employee's insurance coverage.

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- a) Upon return from leave, employees will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms. If, during this leave, the city experiences a layoff and an employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of a bona fide layoff and recall system, including a system under a collective bargaining agreement, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under the layoff and recall system, including a system under a collective bargaining agreement, as if the employee had not taken the leave.



Date: 8/4/2025

Sundance Lakeville Second Addition Development Contract Amendment

Proposed Action

Staff recommends adoption of the following motion: Move to approve the First Amendment to Development Contract Sundance Lakeville Second Addition

Overview

The owners and developers of Sundance Lakeville Second Addition development have requested an amendment to the Development Contract. The Sundance Lakeville Second Addition plat was recently recorded with construction beginning soon. This amendment extends the Time of Performance from November 30, 2025, to November 30, 2026, to accommodate a later than anticipated start to this construction season.

Supporting Information

1. Resolution
2. First Amendment to Development Contract

Financial Impact: NA **Budgeted:** No **Source:**

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

Report Completed by: Heather Botten, Senior Planner

CITY OF LAKEVILLE

RESOLUTION NO. 25-___

**RESOLUTION APPROVING A FIRST AMENDMENT TO
THE SUNDANCE LAKEVILLE SECOND ADDITION DEVELOPMENT CONTRACT**

WHEREAS, the City Council approved a final plat and Development Contract for the Sundance Lakeville Second Addition development on November 4, 2024 by City of Lakeville Resolution No. 24-112;

WHEREAS, SD LAKEVILLE PROPERTY LLC (“Developer”) has requested some minor revisions to the Sundance Lakeville Second Addition Development Contract and staff recommends approval of certain revisions requested by Developer as provided in the First Amendment to Development Contract attached hereto (“First Amendment”).

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

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

ADOPTED by the Lakeville City Council this ___ day of _____, 2025.

Luke M. Hellier

Ann Orlofsky, City Clerk

(reserved for recording information)

**FIRST AMENDMENT
TO
DEVELOPMENT CONTRACT**
SUNDANCE LAKEVILLE SECOND ADDITION

THIS FIRST AMENDMENT TO DEVELOPMENT CONTRACT ("Amendment") is made this _____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **SD LAKEVILLE PROPERTY LLC**, a Minnesota limited liability company (hereinafter referred to as the "Developer").

RECITALS

A. The City and Developer previously entered into a Development Contract dated November 4, 2024 and recorded in the Office of the County Recorder, Dakota County, Minnesota on July 23, 2025 as Document No. **3684466** for the property to be platted as Sundance Lakeville Second Addition, Dakota County, Minnesota ("Development Contract").

B. City and Developer desire to modify the terms of the Development Contract to reflect a change in the time of performance for installation of required public improvements pursuant to the Development Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. EFFECT OF DEVELOPMENT CONTRACT. The Development Contract shall remain in full force and effect except as specifically amended herein.

2. AMENDMENT TO PARAGRAPH 12. Paragraph 12 of the Development Contract is amended to read as follows:

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.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on or as of the date first above written.

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

CITY OF LAKEVILLE

(SEAL)

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

DEVELOPER:
SD LAKEVILLE PROPERTY LLC

BY: _____
Its

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2025, by _____ the _____ of
SD LAKEVILLE PROPERTY LLC, a Minnesota limited liability company, on behalf of said entity.

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

**MORTGAGE HOLDER CONSENT
TO
FIRST AMENDMENT TO DEVELOPMENT CONTRACT**

ENTREBANK, a Minnesota banking corporation, which holds a Mortgage dated _____, 2025 between SD Lakeville Property LLC, a Minnesota limited liability company, as Mortgagor, and Entrebank, a Minnesota banking corporation, as Mortgagee, in the principal amount of \$_____, filed _____ 2025 in the Office of the County Recorder, Dakota County, Minnesota as Document No. _____ on all or part of the subject property, the development of which is governed by the foregoing First Amendment to Development Contract, agrees that the First Amendment to Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2025.

ENTREBANK

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

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025,
by _____, the _____ of
ENTREBANK, a Minnesota banking corporation, on behalf of said entity.

NOTARY PUBLIC

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



Date: 8/4/2025

**Agreement with Great River Greening
for Restoration at Ritter Farm Park Phase III**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Cooperative Agreement with Great River Greening for funding assistance in restoring and enhancing natural area, open spaces and habitat systems at Ritter Farm Park (Phase III), City Project 25-57.

Overview

Great River Greening (GRG), as a liaison for the City of Lakeville, received \$175,300 from the Minnesota Outdoor Heritage Fund to restore and enhance natural habitat systems within Ritter Farm Park. GRG will oversee and implement project activities consistent with the Cooperative Agreement, including invasive species removal and native species establishment and maintenance on 20 acres of prairie and woodland adjacent to Phase II restoration areas.

The estimated total project cost is \$205,300. GRG will contribute \$175,300 of the project costs, consistent with the attached Agreement. The City's estimated net cost is \$30,000 over five years (annual \$6,000 invoices payable in 2026-2030).

Supporting Information

1. Cooperative Agreement (BIG153 Ritter Farm Park Ph3)

Financial Impact: \$30,000 over 5 years **Budgeted:** Yes **Source:** Utility Fund - Environmental Resources
Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities
Report Completed by: Ann Messerschmidt, Environmental Resources Specialist II

GREAT RIVER GREENING COOPERATIVE AGREEMENT

THIS AGREEMENT, hereinafter referred to as “Agreement”, is made the **23rd of July, 2025**, by and between the **City of Lakeville**, hereinafter referred to as the “**City**” and/or “**Landowner**” and **GREAT RIVER GREENING**, hereinafter referred to as the “**GRG**” and/or “**Grantee**”.

RECITALS

GRG is a non-profit 501 (c)(3) conservation organization based in St. Paul, Minnesota organized for the purpose of restoring natural areas and open spaces through community engagement; and

Funding for this project was provided from the Outdoor Heritage Fund, as appropriated by the Minnesota State Legislature and recommended by the Lessard-Sams Outdoor Heritage Council (LSOHC).

Under Minn. Stat. §84.026 the Department of Natural Resources is empowered to enter into grant agreements. *The Grantee has received an appropriation:*

Under ML 2025, Ch. 26, Art. 1, Sec. 2, subd.5(i), Metro Big Rivers 15, \$6,793,000 the first year is to the commissioner of natural resources for agreements to acquire land in fee and permanent conservation easements and to restore and enhance natural habitat systems associated with the Mississippi, Minnesota, and St. Croix Rivers and their tributaries in the metropolitan area as follows: \$975,000 to Great River Greening.

GRG desires to contribute **\$175,300** towards the partnership project; and
The Landowner desires to contribute **\$30,000** towards the partnership project; and

The Landowner seeks to enter into an agreement with GRG for the purpose of detailing partnership contributions and the provision of Technical Services in support of the Ritter Farm Park Phase III project. With GRG contributing funds from the appropriation to the project(s), the City is subject to the terms as described in Exhibit A.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the Landowner and GRG hereby agrees as follows:

1. Compensation and Terms of Payment

a. **Compensation**

Total Project Costs:	\$205,300
<i>GRG Contributions:</i>	<i>\$175,300</i>
<i>Landowner Contributions:</i>	<i>\$30,000</i>

The Parties agree that GRG will complete or arrange for services to be completed under this Agreement. The cost of such services will be funded by joint contributions of the parties. *Note: GRG's contribution outlined above includes the project-specific costs opposed to the grant level project total.

The Landowner's contributions under this agreement shall be paid to GRG, not to exceed **\$30,000**.

GRG shall assume fiscal responsibility for all services completed under this agreement, besides the Landowner's cash match and/or in-kind contributions. GRG's financial obligation, as set out above, shall be in accordance with the Outdoor Heritage Fund which is attached and incorporated herein as **Exhibit A**, and may be met through actual payment for services to a third party or calculation of the value, on an hourly basis, for “in-kind” services provided.

b. **Terms of Payment**

For the Landowner's = contribution, GRG shall submit invoices on an annual basis to the authorized agent of the Landowner for payment of the annual allocation, as shown in the table below. Payments shall be made within thirty (30) days after receipt of invoices by the authorized agent of the Landowner.

June 2026	\$6,000
June 2027	\$6,000
June 2028	\$6,000
June 2029	\$6,000
June 2030	\$6,000

2. **Condition of Payment**

All services provided by GRG pursuant to this agreement shall be performed to the satisfaction of the Landowner and its authorized agent, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the Landowner or its authorized agent to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

3. **Scope of Services (Project Map can be found in Exhibit B)**

Ritter Farm Phase 3 Restoration Project (20 acres)

Ritter Farm Park: Invasive species removal and native species establishment in suburban dry-mesic prairie and mesic hardwood forest.

GRG agrees to provide the following list of services for the 20 acres of prairie establishment and woodland understory invasive removal project:

- Project oversight by GRG Ecologists.
- Draft, release, and award public RFB (Request for Bid) and specifications to hire qualified natural resources service providers to implement prescribed management activities.
- Coordination of contracted work, including but not limited to:
 - o Invasive species control
 - o Native species establishment and maintenance
 - o Prescribed burning
- Planting event recruitment, coordination, and staffing for multiple public planting/seeding community engagement events.
- All required state grant administration, yearly auditing, biannual reporting, and required storage of grant related documents for 7 years after completion.
- Draft a Natural Resource Management brief and work plan for 5 years of funded work as well as 10 years post grant funding.

The Landowner agrees to provide the following list of services for the project:

- Access to site by GRG or subcontractors.
- Coordination and approval of Project activities consistent with the City plans, goals and policies.
- Resident and park user notification and signage as appropriate for communication to the public.
- In-kind Landowner or volunteer labor or assistance as agreed upon to facilitate tasks required for the completion of the project which otherwise would have been paid for by the grant. If in-kind is provided, the Landowner will submit a memorandum summarizing the value of services provided, no less than 30 days after completion.

All plans, specifications and documents will be shared with the Landowner for documentation of work and for building future staff knowledge. Contracted work plan(s) subject to change from above and will only go forward with prior authorization from the Landowner.

4. **Effective Date of Contract**

This agreement shall be effective on the date the agreement has been fully executed by all parties..

5. **Term of Contract**

This agreement shall remain in effect until **June 30th, 2030**, or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

6. **Notices**

The Landowner shall appoint an authorized agent for the purpose of administration of this agreement. GRG is notified of the authorized agent of the Landowner as follows:

The City of Lakeville	Great River Greening
Authorized Contact	Authorized Contact
Ann Messerschmidt	Alexander Bahr
Address	Address
20195 Holyoke Avenue Lakeville, MN 55044	251 Starkey Street, Suite 2200 St Paul, MN 55107
Phone Number	Phone Number
(952) 985-4528	(651) 272-3986

Email Address	Email Address
amesserschmidt@lakevillemn.gov	abahr@greatrivergreening.org

7. **Partner and State Audit**

Pursuant to Minn. Stat. Section 16C.05, Subd. 5 (2007), the books, records, documents, and accounting procedures and practices of GRG relative to this agreement shall be subject to examination by the Landowner and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by GRG for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the Landowner regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the Landowner notifies GRG in writing that the records need no longer be kept.

8. **Indemnity**

GRG agrees to defend, indemnify, and hold the Landowner, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the GRG, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

GRG shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by GRG under this agreement. GRG shall, without additional compensation, correct or revise any errors or deficiencies in GRG's final reports and services.

9. **Insurance**

GRG shall not commence work under this agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the Landowner and shall be maintained by GRG until final completion of the work.

a. **Workers' Compensation**

- 1) State: Minnesota – Statutory
- 2) Employer's Liability with minimum limits of:

Bodily Injury by Accident:	\$100,000 each Accident
Bodily Injury by Disease:	\$100,000 each Employee
Bodily Injury by Disease:	\$500,000 policy limit
- 3) Benefits required by union labor contracts: as applicable

In the event GRG is a sole proprietor and has not elected to provide workers' compensation insurance, GRG shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the Landowner before entering into the agreement.

b. **Commercial General Liability**

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

\$2,000,000 Aggregate
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal Injury & Advertising Injury
\$1,000,000 Occurrence
\$ 100,000 Fire Damage Limit
\$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

c. **Commercial Auto Liability**

Automobile Liability should include Hired and Non-Owned, and the Landowner should be named as an additional insured.

Minimum limits of liability shall be:

If split limits: \$1,000,000 each person/\$1,000,000 each occurrence for Bodily Injury
 \$1,000,000 each occurrence for Property Damage

If combined single limit: \$1,000,000 per occurrence

d. **Proof of Insurance**

Insurance certificates evidencing that the above insurance is in force with companies acceptable to Landowner and in the amounts required shall be submitted to Landowner for examination and approval prior to the execution of the agreement, after which they shall be filed with Landowner. **The insurance certificate shall name the Landowner as an additional insured and specifically provide that a certificate shall not be materially changed, canceled or non-renewed except upon sixty (60) days prior written notice to Landowner.** Neither Landowner failure to require or insist upon certificates, nor other evidence of a variance from the specified coverage requirements, amends GRG's responsibility to comply with the insurance specifications.

10. **Subcontracts**

GRG shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of GRG used to perform any portion of this agreement shall report to and bill GRG directly. GRG shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

11. **Force Majeure**

Landowner and GRG agree that GRG shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of GRG and the Landowner.

12. **Data Practices**

GRG, its agents, employees and any subcontractors of GRG, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. GRG understands that it must comply with these provisions as if it were a government entity. GRG agrees to indemnify and hold the Landowner, its officers, department heads and employees harmless from any claims resulting from the GRG's unlawful disclosure, failure to disclose or use of data protected under state and federal laws.

13. **Termination**

This agreement may be terminated by either party, with or without cause upon 30 days written notice to GRG or the Authorized Agent of the Landowner.

14. **Independent Contractor**

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the Landowner and GRG. GRG is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the Landowner. Except as otherwise provided herein, GRG shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due to GRG, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of GRG.

15. **Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to GRG at its address stated herein, and to the authorized agent of the Landowner at the address stated herein.

16. **Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County or

Landowner, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

17. **Successors and Assigns**

The Landowner and GRG, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the Landowner nor GRG shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

18. **Equal Employment and Americans with Disabilities**

In connection with the work under this agreement, GRG agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. Failure on the part of GRG to conduct its own employment practices in accordance with applicable laws may result in the withholding of all or part of regular payments by the City due under this agreement unless or until GRG complies with the Partner policy, and/or suspension or termination of this agreement.

19. **Changes**

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

20. **Severability**

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

21. **Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein and that 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 Landowner and GRG relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

CITY OF LAKEVILLE

BY: _____

NAME: _____

TITLE: _____

DATE: _____

GREAT RIVER GREENING:

BY: _____

NAME: Kateri Routh

TITLE: Executive Director

DATE: _____

Grant Manager Initials: RT 07/24/2025

Conservation Director Initials: TR 7/25/25

Director of Finance Initials: GS 07/23/2025

**EXHIBIT A: State of Minnesota – ML 2025 Outdoor Heritage Fund
Metro Big Rivers 15**

Grantee	Landowner
Great River Greening	City of Lakeville

Under ML 2025, Ch. 26, Art. 1, Sec. 2, subd.5(i), Metro Big Rivers 15, \$6,793,000 the first year is to the commissioner of natural resources for agreements to acquire land in fee and permanent conservation easements and to restore and enhance natural habitat systems associated with the Mississippi, Minnesota, and St. Croix Rivers and their tributaries in the metropolitan area as follows: \$975,000 to Great River Greening.

As a sub-recipient of this funding, the Landowner is subject to the terms below:

COMPLIANCE

The Landowner acknowledges that these funds are proceeds from the State of Minnesota Outdoor Heritage Fund, which is subject to certain legal restrictions and requirements, including Minnesota Statutes Chapter 116P. The Landowner is responsible for compliance with this and all other relevant state and federal laws and regulations in the fulfillment of the Project.

LIABILITY

The Landowner must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

ACCESS AND MONITORING

The Landowner agrees to allow the Recipient and the State access at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

ACKNOWLEDGMENTS AND ENDORSEMENT

Acknowledgment. The Landowner must acknowledge financial support from the Outdoor Heritage Fund in program publications, signage and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the fund. The acknowledgement will contain the following language and/or logo(s):

Funding provided from the Outdoor Heritage Fund as part of the Clean Water, Land, & Legacy Amendment.

Landowner agrees to maintain signs installed by GRG at the project site that includes this logo and will include it in permanent signage installed by Landowner.

Endorsement. The Landowner must not claim that the State endorses its products or services.

ECOLOGICAL AND RESTORATION PLAN

For all restorations, the Grantee in coordination with the Landowner must prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan must include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use current conservation science to achieve the best restoration.

LONG TERM MANAGEMENT

As a partner with Great River Greening, the Landowner commits to maintaining the investment put forward over time.



LONG TERM RESTORATION

The Landowner acknowledges the long term maintenance and enhancement needs of the restoration process to achieve restoration goals. The Landowner agrees to maintain restoration for a minimum of 10 years. The Recipient agrees to make reasonable good faith effort to significantly contribute to the successful maintenance of the project.

If the Landowner(s) should fail to maintain the habitat restoration for 10 years, then the Landowner(s) agrees to reimburse the Minnesota Outdoor Heritage Fund for the pro-rated costs of all habitat restoration projects placed on the described land through this Agreement.

PROTECTED LAND

Landowner testifies that the restoration project is on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15; and will provide reasonable written documentation of such protection.

RESTORATION AND ENHANCEMENT GUIDELINES

Recipient and Landowner practices shall comply in every respect with:

DNR Pollinator Best Management Practices and Habitat Restoration Guidelines

(http://files.dnr.state.mn.us/natural_resources/npc/2014_draft_pollinator_bmp_guidelines.pdf); and

Minnesota Board of Water & Soil Resources' Native Vegetation Establishment and Enhancement Guidelines

(<https://bwsr.state.mn.us/sites/default/files/2019-07/Updated%20guidelines%20Final%2007-01-19.pdf> January 2019 version)

MN-DNR Operational Order #113 Invasive Species

(http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf)

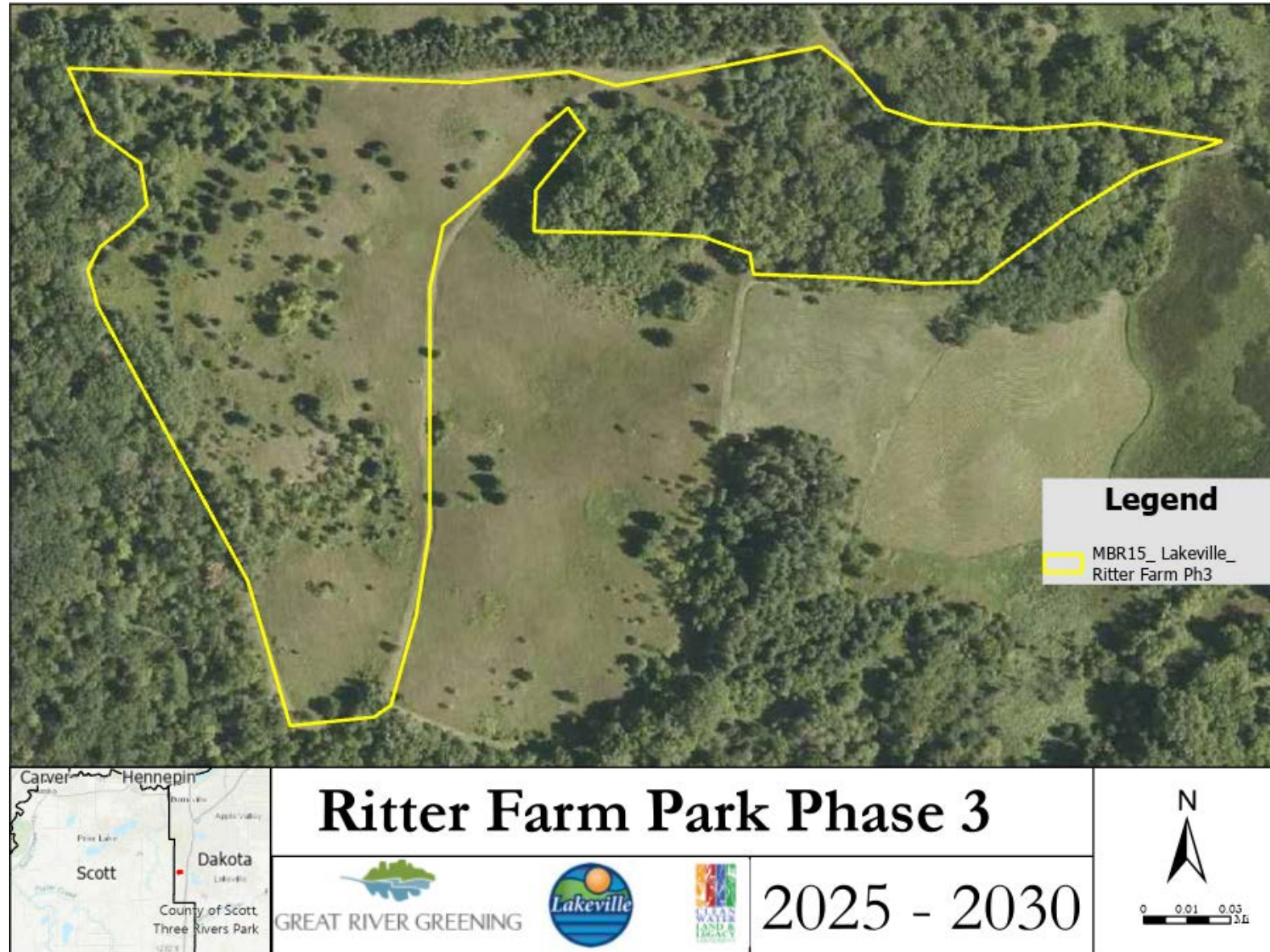
MN-DNR Operational Order #59 Pesticide and Pest Control

(http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_59.pdf);

MN-DNR Division of Fish and Wildlife Pest and Pest Control Guidelines

(http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/faw_pest.pdf);

EXHIBIT B: PROJECT MAP





Date: 8/4/2025

Heritage Commons 9th Addition Final Plat

Proposed Action

Staff recommends adoption of the following motion: a resolution approving the Heritage Commons 9th Addition final plat.

Overview

The Architects Partnership, on behalf of Chase Bank, submitted an application for a final plat to be known as Heritage Commons 9th Addition for one commercial lot and one outlot. The property to be platted is located north of 202nd Street (CSAH 50), between Idealic Avenue and Iberia Avenue. A 3,395 square foot Chase Bank is planned for Lot 1. The property is zoned PUD, Planned Unit Development, with and underlying zoning of C-3, General Commercial District.

Supporting Information

1. Final Plat Resolution
2. Development Contract
3. Stormwater Maintenance Agreement
4. Planning and Engineering Reports

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

Report Completed by: Kris Jenson, Planning Manager

(Reserved for Dakota County Recording Information)

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE FINAL PLAT OF HERITAGE COMMONS 9TH
ADDITION**

WHEREAS, the owner of the property described as **HERITAGE COMMONS 9TH ADDITION** has requested final plat approval; and

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

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

WHEREAS, the final plat is acceptable to the City;

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. **HERITAGE COMMONS 9TH ADDITION** final plat is approved subject to the development contract and security requirements.
2. The Mayor and City Clerk are hereby authorized to sign the development contract, 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 4th day of August 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 4th day of **August 2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky
City Clerk

(SEAL)

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

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

HERITAGE COMMONS 9TH ADDITION

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **JPMORGAN CHASE BANK, N.A.**, a national banking association (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a site plan and plat for ***HERITAGE COMMONS 9TH ADDITION*** (referred to in this Contract as the "plat"). The land is situated in the County of Dakota, State of Minnesota, and is legally described as:

Outlot A, Heritage Commons 8th Addition, Dakota County, Minnesota, according to the recorded plat thereof.

[Platted as Heritage Commons 9th Addition, Dakota County, Minnesota.]

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record

the plat with the County Recorder or Registrar of Titles within 180 days after the City Council approves the final plat.

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

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

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

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

compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

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

Plan A - Plat

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

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

Plan G - Site 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. Reserved.

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 reasonable 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 incurs for such work within ten (10) days after Developer is notified of such cost owed, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

The plans include a detailed erosion and sediment control plan. The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. The permit requires that all erosion and sediment best management practices (BMPs) be clearly outlined in a site's SWPPP. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. Changes made throughout construction must be documented in the SWPPP. An on-

site preconstruction meeting shall be held with the City prior to work commencing on the site. No grading can take place until the City has reviewed and approved the SWPPP for the site.

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

\$121,277.00	x 2%	= \$2,425.54
Grading Cost of Heritage Commons 9 th Addition	MS4 Admin Fee	MS4 Admin Fee Required With Heritage Commons 9 th Addition

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

Prior to the release of the grading and erosion control security, the “as-constructed” plan for the lot must be submitted to verify that the final as-built grades and elevations of the specific lot and all building setbacks are consistent with the approved grading plan for the development, and

amendments thereto as approved by the City Engineer, and that all required property monuments are in place. If the final grading, erosion control and “as-constructed” grading plan is not timely completed, the City may enter the lot, perform the work, and draw on the letter of credit. Upon satisfactory completion of the grading, erosion control and “as-constructed” grading plan, the security, less any draw made by the City, shall be released.

The final grading plan must indicate any proposed borrow areas in which the building footings will be placed on fill material. The grading specifications must indicate that all embankments meet FHA/HUD 79G specifications. A final certificate of occupancy shall not be issued until an as-built certified grading plan has been submitted and approved by the City Engineer.

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

Heritage Commons 9th Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

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

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

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

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

19. STORM SEWER. The Developer shall construct one privately owned and maintained stormwater infiltration basin located within Lot 1, Block 1, Heritage Commons 9th Addition.

The Developer shall enter into a stormwater maintenance agreement with the City in a recordable form approved by the City for the stormwater basin, and dedicate a drainage and utility easement over the stormwater management area prior to the recording of the final plat. The infiltration basin will provide water quality treatment, volume reduction and rate control of the stormwater runoff generated from the proposed site improvements.

The Developer shall construct a privately owned and maintained storm sewer within Lot 1, Block 1, Heritage Commons 9th Addition to convey runoff to the privately owned and maintained stormwater infiltration basin. The stormwater basin will outlet to the existing City storm sewer

system along Heritage Drive. The Developer shall provide a security to the City in the amount of \$2,500.00 for the proposed storm sewer connection with the final plat.

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

Gross Area of Heritage Commons 9 th Addition		115,869.60 s.f.
Less Area of Outlot A (Future Development)	(-)	56,628.00 s.f.
Total	=	59,241.60 s.f.
59,241.60 s.f.	x \$0.250/s.f.	= \$14,810.4
Net Area of Heritage Commons 9 th Addition	Area Charge	Storm Sewer Area Charge Required With Heritage Commons 9 th Addition

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

20. SANITARY SEWER. Heritage Commons 9th Addition is located within subdistrict ML-70050 of the Lake Marion sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES Farmington Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility.

An existing sanitary sewer manhole extends into the east portion of Lot 1, Block 1 of the plat. The Developer shall extend 6-inch sanitary sewer service to provide service to Lot 1, Block 1.

The Sanitary Sewer Area Charge has been collected and will not be required with the building permit application.

Final sewer service connection locations and sizes will be reviewed by City staff with the final construction plans.

21. WATERMAIN. An existing 8-inch watermain stub extends into Lot 1, Block 1 of the plat from Heritage Drive on the north side. The Developer shall extend an 8-inch watermain to provide service to Lot 1, Block 1.

Final water service connection locations and sizes will be reviewed by City staff with the final construction plans.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction shall be determined with the final construction plans.

23. PARKS, TRAILS, AND SIDEWALKS. The Park Dedication requirement was satisfied on the parent parcel as part of the phase one PUD for Heritage Commons in 2000 and will not be required with this final plat.

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

$$\begin{array}{rcl} 1 \text{ unit} & \times \$40.48/\text{unit} & = \$40.48 \\ \text{Total Units} & \text{Streetlight Operating Fee} & \text{Total} \\ \text{In Heritage Commons 9th Addition} & & \end{array}$$

25. ENVIRONMENTAL RESOURCES EXPENSES. The Developer shall pay a cash fee for one-year of environmental resources expenses at the time of final plat approval, calculated as follows:

$$\begin{array}{rcl} 1 \text{ unit} & \times \$61.52/\text{unit} & = \$61.52 \\ \text{Total Units} & \text{Environmental Resources Fee} & \text{Total} \\ \text{In Heritage Commons 9th Addition} & & \end{array}$$

26. LANDSCAPING. Landscaping shall be installed in accordance with the approved landscape plan, dated May 1, 2025. The Developer shall post a \$92,338.50 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan. Prior to the landscape inspection, an as-built landscape plan must be submitted to the city.

The Developer shall install a mix of overstory trees around the perimeter of the site, and foundation plantings along the south side of the drive through to minimize headlights shining onto 202nd Street. The Developer shall be responsible for boulevard maintenance around Lot 1, Block 1 of the plat along 202nd Street, Heritage Drive and Idealic Avenue.

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

- A. Implementation of the recommendations listed in the July 10, 2025, Planning Report, and July 11, 2025, Engineering Report.
- B. Prior to City Council consideration of the final plat, drainage and utility easements must be added along the side property lines of each parcel.
- C. The Developer shall provide for a shared driveway access agreement established between Lot 1, Block 1, and Outlot A, Heritage Commons 9th Addition and Lot 1, Block 1, Heritage Commons 8th Addition in a recordable form approved by the City to be recorded in conjunction with the final plat.
- D. The site shall be developed in compliance with the plans approved by the City Council and Zoning Ordinance requirements.
- E. A sign permit shall be issued by the Planning Department prior to the installation of any signs.
- F. Snow storage shall not take place in required parking spaces.
- G. Site lighting shall not exceed one foot candle at the property line adjacent to public right-of-way. All exterior light fixtures shall be down-cast design so as not to glare onto public right-of-way.
- H. The Developer shall install a trash enclosure which shall include a durable maintenance-free gate.
- I. Any roof-top and ground mounted mechanical units must be screened from view of any public street as required by the Zoning Ordinance.
- J. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$200.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: two (2) lots/outlots at \$100.00 per lot/outlot. The

security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

- K. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$180.00.
- L. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

28. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for \$309,408.45. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$12,800.00
B. Watermain	40,600.00
C. Storm Sewer/Draintile	59,070.00
D. Erosion Control/Stormwater and Filtration Basins, Restoration, Grading and Grading Certification	<u>82,032.20</u>
CONSTRUCTION SUB-TOTAL	\$194,502.20

OTHER COSTS:

A. Developer's Design (3.0%)	\$5,835.07
B. Developer's Construction Survey (2.5%)	4,862.56
C. City Legal Expenses (Est. 0.5%)	972.51
D. City Construction Observation (Est. 5.0%)	9,725.11
E. Developer's Record Drawings (0.5%)	972.51

F. Landscaping	92,338.50
G. Lot Corners/Iron Monuments	<u>200.00</u>
OTHER COSTS SUB-TOTAL	\$114,906.26
TOTAL SECURITIES:	\$309,408.46

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

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

A. Storm Sewer Area Charge	\$14,810.40
B. MS4 Administration Fee	2,425.54
C. Streetlight Operating Fee	40.48
D. Environmental Resources Management Fee	61.52
E. Property Data & Asset/Infrastructure Management Fee	180.00
F. City Engineering Administration (3% for letters of credit)	<u>5,835.07</u>
TOTAL CASH REQUIREMENTS	\$23,353.01

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

31. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.

- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.
- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to City or MCES sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

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

33. MISCELLANEOUS.

- A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City

determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

- B. Third parties shall have no recourse against the City under this Contract.
- C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- E. Grading, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of a permanent or temporary certificate of occupancy.
- F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City

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

- I. Insurance. **Developer and Contractor shall provide a copy of the Development Contract to their insurance professional for verification that the certificate of insurance is in compliance with the requirements of the Development Contract.**

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

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

The following coverages shall be included:

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

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

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

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

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

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

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

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

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

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

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

34. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 1111 Polaris Parkway, Columbus, OH 43240. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

*[The remainder of this page has been intentionally left blank.
Signature pages follow.]*

CITY OF LAKEVILLE

(SEAL)

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

BY: _____
Its: _____

NOTARY PUBLIC

Page 150 of 280

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

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025, (“**Effective Deed**”) by and between **HVP V Epic Heritage LLC**, a Delaware limited liability company (the “**Owner**”) and the **City of Lakeville**, a Minnesota municipal corporation (the “**City**”).

A. The Owner is the owner of certain real property located in Dakota County, Minnesota legally described in Exhibit A attached hereto (“**Property**”); and

B. The Owner is planning to sell the Property to JPMorgan Chase Bank, National Association, a national banking association (“**Chase**”) who will develop the Property;

C. Owner has requested City approval of the final plat (“**Plat Approval**”) and site plan for the proposed development of the Heritage Commons 9th Addition plat; and

D. The final plans for Heritage Commons 9th 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, provide for detention/retention of stormwater within the confines of the Property; and

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

F. The City requires that on-site stormwater management/BMP facilities (“**Stormwater Facilities**”) as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final plat approval for Heritage Commons 9th Addition; and

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

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

1. **Existing Stormwater Management Agreement.** Owner and City acknowledge that there is an existing Stormwater Management Agreement/Best Management Practice Facilities and Easement Agreement by and between EREP Heritage Commons I, LLC, a Delaware limited liability company (“**EREP**”) and the City, dated June 5, 2017, recorded on June 13, 2017 as Document Number 3201377 in the Office of the County Recorder for Dakota County, MN (the “**Existing SMA**”) that affects the Property and additional real property.

2. **Construction of Stormwater Improvements.** Owner shall construct or have constructed the Stormwater Facilities in accordance with the plans and specifications identified in the Plans.

3. **Maintenance of Stormwater Improvements.**

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

B. The Owner will perform the work necessary to keep the 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.

4. **Inspection and Reporting.** The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. located on the Property. 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.

5. **City Access and Maintenance Rights.**

A. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities whenever the City deems necessary. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary (“**Inspection Report**”).

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which

maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature for the Stormwater Facilities on the land of the Owner outside of the Easement Area. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim arising out of or relating to this Agreement and the obligations described herein.

6. **Grant of Easement.** Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area ("**Easement**"). The Easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement Area 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.

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

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

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

To the Owner: HVP V Epic Heritage LLC
 515 Congress Avenue, Suite 1925
 Austin, Texas 78701
 Attn: Jason Maddox

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.

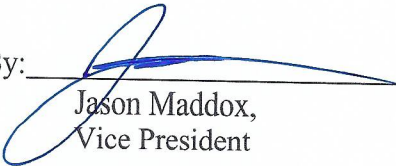
All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

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

(Signature pages follow)

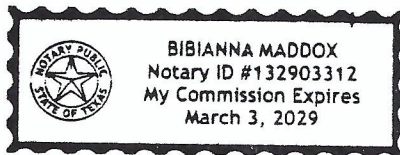
OWNER:

HVP V EPIC HERITAGE LLC

By: 
Jason Maddox,
Vice President

STATE OF TEXAS)
)ss.
COUNTY OF TRAVIS)

The foregoing instrument was acknowledged before me this 30th day of July, 2025, by Jason Maddox, the Vice President of **HVP V Epic Heritage LLC**, a Delaware limited liability company, on behalf of said entity.




Notary Public

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

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

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

Lot 1, Block 1, Heritage Commons 9th Addition, Dakota County, Minnesota, according to the recorded plat thereof.

**EXHIBIT B
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Easement

**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.

**MORTGAGE HOLDER CONSENT
TO
STORMWATER MAINTENANCE AGREEMENT**

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, which holds a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated May 20, 2022, filed May 27, 2022, with the Office of the County Recorder, Dakota County, Minnesota, as Document No. **3541961** between HVP V Epic Heritage LLC, a Delaware limited liability company as Mortgagor, and Wells Fargo Bank, National Association, a national banking association, as Mortgagee, in the amount of \$13,567,500.00 on the Subject Property the development of which is governed by the foregoing Stormwater Maintenance Agreement, agrees that the Stormwater Maintenance Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2025.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:

_____ [print name]
Its _____ [title]

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ the _____ of **Wells Fargo Bank, National Association**, a national banking association, on behalf of said entity.

Notary Public

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



Memorandum

To: Tina Goodroad, Community Development Director
From: Kris Jenson, Planning Manager
Date: April 25, 2025, revised July 10, 2025
Subject: Packet Material for the May 8, 2025 Planning Commission Meeting

Agenda

Item: Heritage Commons 9th Addition Final Plat

Application Action Deadline: August 5, 2025

BACKGROUND

Representatives of The Architects Partnership have submitted applications for a preliminary and final plat to be known as Heritage Commons 9th Addition for one commercial lot and one outlot and the vacation of public drainage and utility easements for the development of a Chase Bank. The plat is 2.65 acres in area. Chase Bank will be located on Lot 1 (1.36 acres) and Outlot A (1.29 acres) is a future development parcel. The subject property is currently platted as Outlot A, Heritage Commons 8th Addition and is zoned PUD, Planned Unit Development. The Heritage Commons PUD was approved in 1999 and the property is located north of 202nd Street (CSAH 50), south of Heritage Drive and east of Idealic Avenue.

The Heritage Commons 9th Addition final plat and the Chase Bank development plans have been reviewed by Engineering and Environment Resources Division staff as well as the City Forester. The Dakota County Plat Commission has also reviewed the final plat.

EXHIBITS

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

STAFF ANALYSIS

Project Phasing. The Heritage Commons commercial development has progressed over several phases since the initial development phase was approved in 1999. The proposed final plat is the ninth phase of the Planned Unit Development and the 10th phase is under review.

Phase One: Approved September 7, 1999, included the two multi-tenant buildings where the Lakeville liquor store and Minnesota School of Beauty are located.

Phase Two: Approved February 3, 2003, included the multi-tenant building located south of Phase One.

Phase Three: Approved February 20, 2007, included the Cub Foods grocery store and the multi-tenant building located south of Cub Foods and north of Heritage Drive.

Phase Four: Approved November 17, 2008, included the development of Green Planet Car Wash.

Phase Five: Approved December 19, 2016, preliminary and final plat of 8.08 acres of commercial outlots that included the construction of the private drive connection between Kenwood Trail and Heritage Drive.

Phase Six: Approved December 18, 2017 and included the development of a single retail building for O'Reilly Auto Parts.

Phase Seven: Approved August 20, 2018 for the BeeHive memory care building.

Phase Eight: Approved November 2, 2020 for the Tires Plus minor auto repair building.

PRELIMINARY AND FINAL PLAT

Comprehensive Plan. The Heritage Commons 9th Addition property is located in Planning District No. 4, Central Lakeville, and is guided for commercial uses in the 2040 Comprehensive Land Use Plan. The proposed commercial use is consistent with the commercial designation of the Comprehensive Land Use Plan.

Zoning. The Heritage Commons 9th Addition property is zoned PUD, Planned Unit Development District with an underlying C-3, General Commercial District zoning.

Surrounding Land Uses and Zoning

North – Heritage Drive and multi-tenant commercial building (PUD District)

South – 202nd Street (CSAH 50) and commercial businesses (C-3 District)

East – Tires Plus (PUD District)

West – Idealic Avenue (private drive) and O'Reilly Auto Parts (PUD District)

Consistency with the Capital Improvement Plan (CIP). No public street construction or other public funded infrastructure construction is proposed with the Heritage Commons 9th Addition

final plat. All streets, sanitary sewer, water and storm sewer improvements required for the area of the Heritage Commons 9th Addition were installed by the developer with the Heritage Commons development in 2001.

Lots/Blocks. The Heritage Commons 9th Addition preliminary plat includes two commercial lots while the final plat proposes one lot and one outlot on one block. The following C-3 District lot requirements pertain to this final plat:

	Lot Area	Lot Width
Minimum Required	20,000 SF	100 feet
Proposed Lot 1	59,366 SF (1.36 ac)	204.83 feet
Proposed Lot 2/Outlot A	56,407 SF (1.29 ac)	190.75 feet

Both lots within the Heritage Commons 9th Addition exceed the minimum lot requirements in the underlying C-3 District.

Outlot. There is one outlot in the Heritage Commons 9th Addition final plat. Outlot A is 1.29 acres and will be retained by the property owner for future development.

Easements. The final plat must be revised to include five-foot-wide drainage and utility easements along the side property lines of Lot 1, prior to City Council consideration.

Streets. No new street construction is proposed with the Heritage Commons 9th Addition final plat. The property is adjacent to 202nd Street (CSAH 9), Heritage Drive and Idealic Avenue. 202nd Street is classified as a minor arterial road and Heritage Drive is classified as minor collector road in the Comprehensive Transportation Plan. Idealic Avenue is a private street. All required right-of-way for the streets abutting the plat was dedicated with previous phases of Heritage Commons.

Trails and Sidewalks. Eight-foot-wide concrete sidewalks are in place along 202nd Street and Heritage Drive with a five-foot-wide concrete sidewalk along both sides of Idealic Avenue. No new public sidewalk or trail construction is required with the Heritage Commons 9th Addition plat.

Grading, Drainage, Erosion Control, and Utilities. Grading, drainage and erosion control plans have been submitted with the Heritage Commons 9th Addition preliminary and final plat. Alanna Sobottka, Civil Engineer and Maria Friedges, Environmental Resources Specialist have reviewed the site, grading, drainage and erosion control, and utility plans. A copy of the engineering report dated April 25, 2025, revised July 10, 2025 is attached for your review. The Engineering Division recommends approval of the preliminary and final plat subject to the recommendations outlined in the report.

Tree Preservation. There are no significant trees located on the subject property.

Wetlands. There are no wetlands located on the subject property.

Park Dedication. Park dedication for the Heritage Commons development was satisfied by a land dedication with the Planned Unit Development and first phase final plat of Heritage Commons in 2000.

Dakota County Plat Commission. The Dakota County Plat Commission reviewed the preliminary and final plat at their March 12, 2025 meeting and will recommend approval of the final plat to the Dakota County Board.

SITE PLAN

Setbacks. The Chase Bank building and parking lot on Lot 1, Block 1, Heritage Commons 9th Addition is subject to the following minimum building setback (C-3, General Commercial District) requirements:

Abutting a Public Street: 30 feet

Interior Lot Lines: 10 feet

Parking: 15 feet (abutting street), 5 feet (interior lot lines)

The proposed Chase Bank building and parking lot meet the setback requirements of the Zoning Ordinance.

Parking. The proposed 3,395 square foot bank requires 15 parking spaces, taking into account the allowable 10% gross floor area credit and the requirement for one parking space per 200 square feet of floor area. The site plan proposes 26 parking spaces, including two handicap accessible spaces at the front entrance. This is in compliance with the parking requirements in effect at the time of the preliminary plat application. The site also proposes a bike rack placed on a concrete pad

The proposed parking spaces and drive aisle dimensions and configurations comply with the requirements of the Zoning Ordinance. Parking aisles will be 24 feet in width and parking stall dimensions will be 9 feet in width and 20 feet in length. Snow storage may not occur within required parking spaces.

Circulation/Loading Area. Access to the site will be from Heritage Drive and from Idealic Avenue. Parking spaces are primarily located along the north side of the building. A drive-up ATM is located on the south side of the building as well as bypass lane to provide access around the building. No direct driveway access to 202nd Street is permitted. An agreement for shared driveway access between the parcels in Heritage Commons 9th Addition and Heritage Commons 8th Addition (Tires Plus) is required to be executed as part of the recording of the final plat.

Landscaping. The landscape plan proposes a mix of overstory trees around the perimeter of the site, foundation plantings on three sides of the building, and a row of plantings along the south

side of the drive through to minimize headlights shining on to 202nd Street. Remaining areas will be seeded and in-ground irrigation is required. Development of the site shall include responsibility for boulevard maintenance along 202nd Street, Heritage Drive and Idealic Avenue. The Developer must provide an estimate of the landscape costs to be submitted as a security to guarantee installation of the landscaping. The City Forester has reviewed and approved the landscape plan dated May 1, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.

Building Exterior. The proposed one-story bank building is proposed to be clad with exterior materials that are nearly all Grade A materials (97.7%), including three colors of brick, cast stone, and glass. Grade C metal trim is proposed at the roofline, several canopies, and metal panels framing some of the windows (2.3%). The materials proposed comply with Zoning Ordinance requirements. The building includes a variety of roofline heights as well as relief so as to not have flat exterior walls. A contrasting stripe of pale brick is about two-thirds of the way up the building, matching the color of the cast stone at the foundation of the building. The contrasting strip is a design element seen in all of the buildings in the Heritage Commons development.

Trash Enclosure. The trash and recycling enclosure will be located on the north side of the building. The enclosure is proposed to be six feet, six inches in height and uses two of the materials in contrasting colors proposed for the building exterior. The trash enclosure gate must be durable and made of maintenance-free gate.

Signs. A development sign for Heritage Commons is located at the northeast corner of 202nd Street and Idealic Avenue. According to the adopted sign plan for Heritage Commons, Chase Bank is able to have a monument sign, up to six feet in height and with a sign area of up to 18 square feet, at the southeast corner of the parcel, if desired. Since the building fronts more than one street, up to two wall signs permitted, not to exceed 100 square feet in sign area. All signs require approval of a sign permit prior to installation.

Exterior Lighting. Parking lot lighting is scattered around the site and is proposed to be mounted at a height of 25 feet. The photometric plan indicates that the proposed light levels complies with Zoning Ordinance requirements. All lighting fixtures shall contain a cutoff which directs the light at an angle of 90 degrees or less. All building mounted lighting must face downward onto the structure.

Mechanical Equipment. Any roof-mounted mechanical equipment must be screened if greater than three feet in height. Ground-mounted mechanical equipment must be screened with landscaping and/or fencing.

Ghost Plan. Currently there are no development plans for Outlot A, but a future development access stub will be provided from Lot 1 to Outlot A on the north side of the bank building. Access from the Tires Plus parcel east of Outlot A is provided on the north side of the parcel, with a shared access to Heritage Drive and along the south side of the lot.

Snow Storage. Snow storage may not take place in required parking spaces.

Stormwater Maintenance Agreement. A Stormwater Maintenance Agreement will be required with the final for maintenance of the stormwater basin on site.

EASEMENT VACATION

The platted drainage and utility easements within Outlot A, Heritage Commons 8th Addition are proposed to be vacated and the same easements platted on the Heritage Commons 9th Addition final plat.

RECOMMENDATION

Community Development Department staff recommends approval of the Heritage Commons 9th Addition final plat, subject to the following stipulations:

1. Implementation of the recommendations listed in the July 11, 2025 engineering report.
2. The site shall be developed according to the plans approved by the City Council.
3. Execution of a Stormwater Maintenance Agreement shall be required between Chase Bank and the City of Lakeville for the maintenance of the stormwater basin located on Lot 1, Block 1, Heritage Commons 9th Addition.
4. An agreement for shared driveway access shall be established between Lot 1, Block 1, and Outlot A, Heritage Commons 9th Addition and Lot 1, Block 1, Heritage Commons 8th Addition (Tires Plus) in conjunction with the recording of the final plat.
5. The trash enclosure must have a durable maintenance-free gate.
6. Any rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
7. The City Forester has reviewed and approved the landscape plan dated May 1, 2025. Landscaping on site must be installed per the approved plan. Prior to a landscape inspection, an as-built landscape plan must be submitted to the city.
8. A security of \$92,338.50 for the installation of the approved landscaping shall be submitted with the final plat.
9. Exterior lighting shall be down-cast only and shall not glare onto road right-of-way.
10. Snow storage shall not occur within required parking spaces.



City of Lakeville
Heritage Commons
9th Addition
Site Location Map

EXHIBIT A

EXISTING LEGAL DESCRIPTION:

Outlot A, Heritage Commons 8th Addition, Dakota County, Minnesota, recorded March 16, 2021 as Document No. 3447293

(Abstract property)

PROPOSED LEGAL DESCRIPTION:

Lots 1 and 2, Block 1, Heritage Commons 9th Addition, Dakota County, Minnesota, recorded March 16, 2021 as Document No. 3447293.

(Abstract property)

GENERAL SURVEY NOTES:

1. The orientation of this bearing system is based on the Dakota County coordinate grid (NAD 83–2011 Adj.).
 2. The legal description and easement information used in the preparation of this survey is based on the Commitment for Title Insurance prepared by First American Title Insurance Company National Commercial Services, Commitment No. NC23-124333–KCTY, dated June 24, 2024 at 7:30 AM.
 3. The surveyed property has direct access to Heritage Drive, a public right of way.
 3. The address of the property described herein is 20170 Iberia Avenue, Lakeville, MN 55044.
 4. The property described herein lies within Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain) per Federal Insurance Rate Map No. 27037C0192E and 27037C021E, both dated December 2, 2011.
 5. The total area of the property described herein is 115,773 square feet or 2.35779 acres.
 6. The contours depicted herein are per elevation data collected while conducting the fieldwork. The contour interval is 1 foot.
- BENCHMARK: Top of Minnesota Department of Transportation Geodetic Monument LOTTO MNDT.
Elevation = 1063.37 feet. (NAVD88)
- SITE BENCHMARK: Top nut of hydrant on the northerly side of Heritage Drive.
Elevation = 981.53 feet. (NAVD88)
7. No zoning report or letter was provided. Per the City of Lakeville zoning map dated July 2023, the surveyed property is zoned PU1 – Planned Unit Development District. Per the City of Lakeville 2040 land use plan map dated December 31, 2018, the surveyed property is designated Commercial.
 8. As of the date of this survey the property described herein contains no marked parking spaces.
 9. Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us, by resident testimony, or by locations provided by Gopher State One Call, per Ticket No. 241512777. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Other utilities and services may be present and verification of the location and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.

PROPOSED LOT INFORMATION:

Proposed Lot 1, Block 1	1.36286	Acres	59,366	Square Feet
Proposed Lot 2, Block 1:	1.29493	Acres	56,407	Square Feet
Proposed Right of Way:	n/a		n/a	
Proposed Outlots:	n/a		n/a	
Wetlands:	n/a		n/a	
Total:	2.65779	Acres	115,773	Square Feet
Gross Acres:	2.65779	Acres		
Net Developable Acres:	2.65779	Acres		
Gross Unit Density:	0.75	per Acre		
Net Unit Density:	0.75	per Acre		

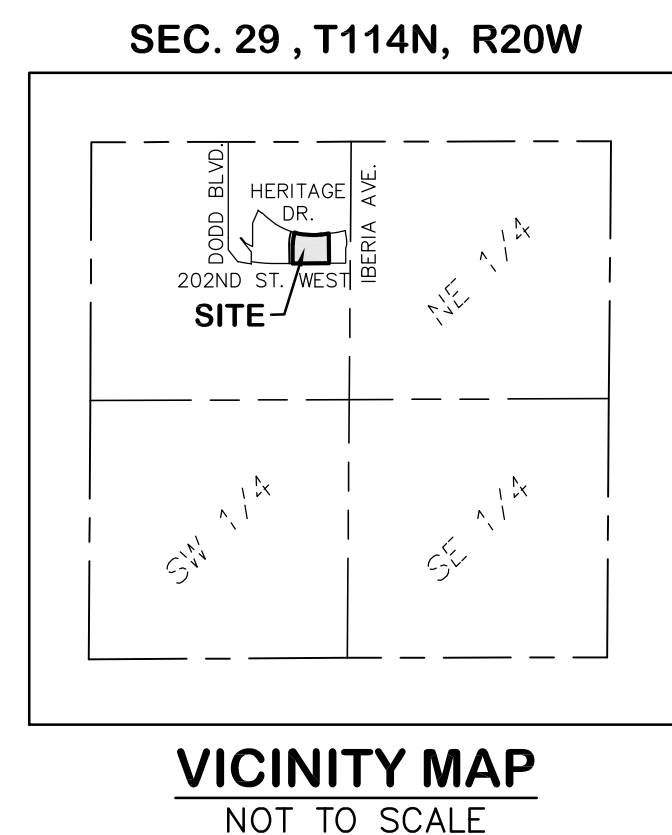
Comprehensive Plan Land Use:	Commercial
Proposed Zoning:	PUD – Planned Unit Development

CERTIFICATION:

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

Date of survey: June 18, 2024.
Date of signature: December 3, 2024

Christopher A. Terwedo
Minnesota License No. 53536
cterwedo@efnsurvey.com



VICINITY MAP
NOT TO SCALE

EXHIBIT B

LEGEND:

- Legend:

 - BENCHMARK
 - SANITARY MANHOLE
 - STORM MANHOLE
 - CATCH BASIN
 - FLOORED END SECTION
 - ROOF DRAIN (OUTLET)
 - GATE VALVE
 - LIGHT
 - ELECTRIC BOX
 - ELECTRIC METER
 - HANDHOLE
 - HYDRANT
 - GAS METER
 - BOLLARD
 - LIMITED ACCESS
 - SANITARY SEWER
 - STORM SEWER
 - WATERMAIN
 - UNDERGROUND ELECTRIC
 - EXISTING CONTOUR LINE
 - BITUMINOUS SURFACE
 - CONCRETE SURFACE

GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 241512777.

AT&T TRANSMISSION	LAKEVILLE AREA SCHOOLS
CHARTER COMMUNICATIONS	CITY OF LAKEVILLE FIBER
CITY OF LAKEVILLE	MINNESOTA ENERGY RESOURCES
DAKOTA COUNTY HIGHWAY DEPT	METRO FIBERNET, LLC
FRONTIER COMMUNICATIONS	XCEL ENERGY
INDEPENDENT SCHOOL 196	ZAYO BROADBAND

SEE SHEET 2 OF 2 FOR SITE PLAN OVERLAY

PRELIMINARY PLAT OF HERITAGE COMMONS 9TH ADDITION

SURVEY FOR:

Kimley - Horn & Associates, Inc.

PROPERTY ADDRESS:

20170 Iberia Avenue
Lakeville, Minnesota 55044

FIELD BOOK	PAGE	FIELDWORK CHIEF:	REVISIONS		
		B.W.	NO.	DATE	DESCRIPTION
		DRAWN BY: RRR,CAT, DL			
DRAWING NAME: 42007 Preliminary Plot.dwg					
JOB NO. 42007		CHECKED BY:			
FILE NO. DAK 64		CAT			

SURVEY FOR:

PROPERTY ADDRESS:



Egan, Field & Nowak, Inc. **WWW.EFNSURVEY.COM**
land surveyors since 1872 COPYRIGHT © 2024 By EGAN, FIELD & NOWAK, INC.

HERITAGE COMMONS 9TH ADDITION

KNOW ALL BY THESE PRESENTS: That HVP V Epic Heritage, LLC, a Delaware limited liability company, owner of the following described property:

OUTLOT A, HERITAGE COMMONS 8TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota

Has caused the same to be surveyed and platted as HERITAGE COMMONS 9TH ADDITION, and does hereby dedicate to the public for public use the drainage and utility easements created by this plat.

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

Signed: HVP V Epic Heritage, LLC, a Delaware limited liability company,

By _____ of HVP V Epic Heritage, LLC, a Delaware limited liability company.

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ of HVP V Epic Heritage, LLC, a Delaware limited liability company.

Signature of Notary _____

Printed Name of Notary _____

Notary Public _____ County, _____

My commission expires _____

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

Dated this _____ day of _____, 20____.

Christopher A. Terwedo, Licensed Land Surveyor
Minnesota License No. 53536

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by Christopher A. Terwedo, Land Surveyor, Minnesota License No. 53536.

Signature of Notary _____

Printed Name of Notary _____

Notary Public _____ County, _____

My commission expires _____

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

This plat of HERITAGE COMMONS 9TH ADDITION was approved and accepted by the City Council of the City of Lakeville, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor By: _____ Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

By: _____
Todd B. Tollefson
Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 28th day of November, 2023, the Board of Commissioners of Dakota County, Minnesota, approved this plat of HERITAGE COMMONS 9TH ADDITION, and said plat is in compliance with the provisions of 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____ Attest: _____
Chair, County Board County Treasurer — Auditor

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

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

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

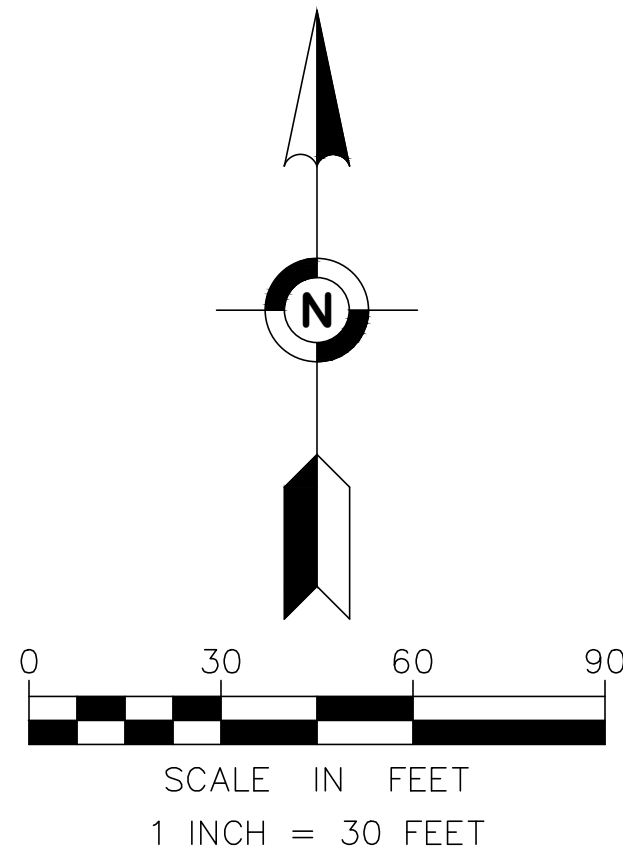
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of HERITAGE COMMONS 9TH ADDITION was filed in the office of the County Recorder for public record this _____ day of _____, 202____, at _____ o'clock ____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

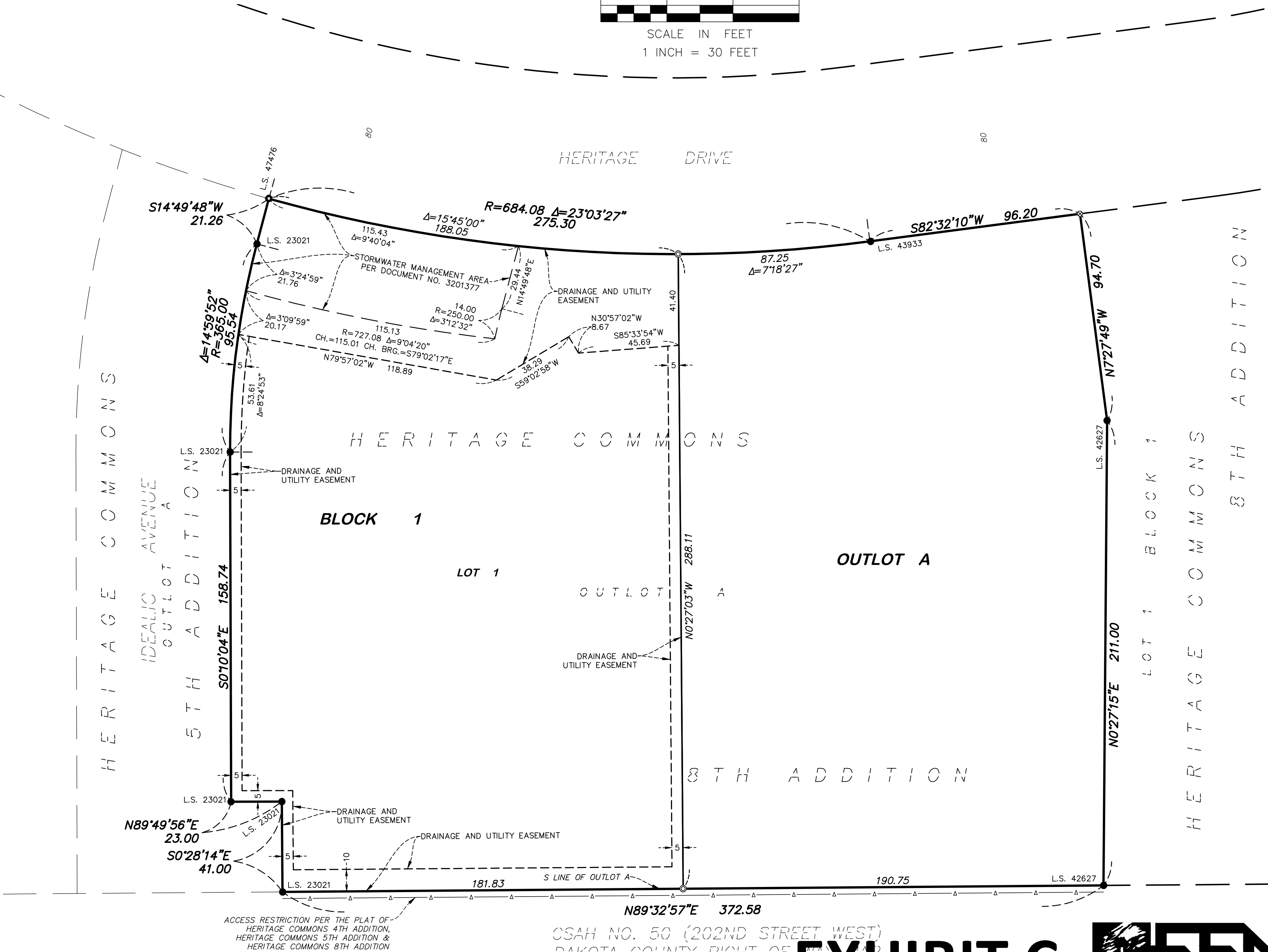
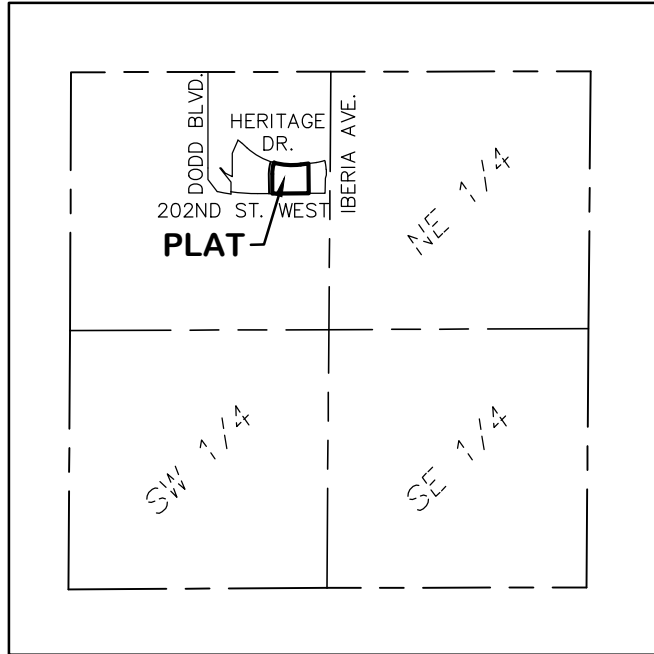
By: _____
Amy A. Koethe, County Recorder

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES FOUND DISC, UNLESS OTHERWISE NOTED
- ⊗ DENOTES FOUND PK NAIL, UNLESS OTHERWISE NOTED
- ⊙ DENOTES SET 5/8-INCH BY 14-INCH REBAR MARKED WITH LICENSE NUMBER 53536

THE SOUTH LINE OF OUTLOT A, HERITAGE COMMONS 8TH ADDITION, DAKOTA COUNTY, MINNESOTA IS ASSUMED TO BEAR NORTH 89 DEGREES 32 MINUTES 57 SECONDS EAST



SEC. 29, T114N, R20W



CSAH NO. 50 (202ND STREET WEST)
DAKOTA COUNTY RIGHT OF WAY MAP
NO. 176
VARIABLE WIDTH

EXHIBIT C





Memorandum

To: Kris Jenson, Planning Manager
From: Alanna Sobottka, Civil Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Copy: Tina Goodroad, Community Development Director
Julie Stahl, Finance Director
Zach Johnson, City Engineer
David Mathews, Building Official
Date: July 11, 2025
Subject: Heritage Commons 9th Addition

- Final Plat
- Final Grading and Erosion Control Plan
- Final Landscape Plan
- Final Utility Plan

BACKGROUND

HVP V Epic Heritage, LLC has submitted a final plat named Heritage Commons 9th Addition. The parent parcel (PID No. 22-32032-00-010) consists of Outlot A, Heritage Commons 8th Addition and is zoned PUD, Planned Unit Development. The proposed development is located east of and adjacent to Idealic Avenue, north of and adjacent to 202nd Street (CSAH 50), and south of Heritage Drive.

The final plat consists of one (1) commercial lot and one (1) outlot within one (1) block on 2.66 acres.

The outlot created with the final plat shall have the following use:

Outlot A: Future Development; retained by Developer (1.30 acres)

The proposed development will be completed by:

Developer: HVP V Epic Heritage, LLC
Engineer: Kimley-Horn

SITE CONDITIONS

The site consists of undeveloped land. Three existing shared access driveways are located on the north and east sides of the parcel. There are no existing wetlands or trees located in or near the parcel. The site is located within the South Creek Stormwater District with the site generally draining south to north.

STREET AND SUBDIVISION LAYOUT

202nd Street (CSAH 50)

Heritage Commons 9th Addition is located north of and adjacent to 202nd Street (CSAH 50), a minor arterial County roadway as identified in the City's Transportation Plan. The Dakota County Plat Commission reviewed the final plat at its March 12, 2025 meeting and recommended approval. The necessary right-of-way for 202nd Street was dedicated with the Heritage Commons final plat; no additional right-of-way is required with the final plat. No construction improvements are proposed with Heritage Commons 9th Addition final plat.

Heritage Drive

Heritage Commons 9th Addition is located south of and adjacent to Heritage Drive, a minor collector roadway as identified in the City's Transportation Plan. The right-of-way for Heritage Drive was dedicated with the Heritage Commons final plat; no additional right-of-way is required with the final plat. No construction improvements are proposed with Heritage Commons 9th Addition final plat.

Idealic Avenue

Heritage Commons 9th Addition is located east of and adjacent to Idealic Avenue, a local roadway as identified in the City's Transportation Plan. The right-of-way for Idealic Avenue was dedicated with the Heritage Commons final plat; no additional right-of-way is required with the final plat. No construction improvements are proposed with Heritage Commons 9th Addition final plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction shall be determined with the final construction plans.

PARKS, TRAILS AND SIDEWALKS

The Park Dedication requirement was satisfied on the parent parcel as part of the phase one PUD for Heritage Commons in 2000 and will not be required with this final plat.

Development of Heritage Commons 9th Addition does not include the construction of public trails or sidewalks. Existing sidewalks are located along Idealic Avenue, 202nd Street, and Heritage Drive adjacent to the plat.

UTILITIES

SANITARY SEWER

Heritage Commons 9th Addition is located within subdistrict ML-70050 of the Lake Marion sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed to the MCES Farmington Interceptor monitored by meter M649 and continue to the Empire Wastewater Treatment Facility.

An existing sanitary sewer manhole extends into the east portion of the parcel. Development of Heritage Commons 9th Addition includes the extension of 6-inch sanitary sewer service to provide service to Lot 1, Block 1.

The Sanitary Sewer Area Charge has been collected and will not be required with the building permit application.

Final sewer service connection locations and sizes will be reviewed by City staff with the final construction plans.

WATERMAIN

An existing 8-inch watermain stub extends into the parcel from Heritage Drive on the north side. Development of Heritage Commons 9th Addition includes the extension of an 8-inch watermain to provide service to the development.

Final water service connection locations and sizes will be reviewed by City staff with the final construction plans.

DRAINAGE AND GRADING

Heritage Commons 9th Addition is located within subdistrict SC-52 of the South Creek Drainage District, as identified in the City's Water Resources Management Plan.

Development of Heritage Commons 9th Addition will include the construction of one privately owned and maintained stormwater infiltration basin located within Lot 1, Block 1, Heritage Commons 9th Addition.

The Developer shall sign a stormwater maintenance agreement for the stormwater basin and dedicate a drainage and utility easement over the stormwater management area prior to the recording of the final plat. The infiltration basin will provide water quality treatment, volume

reduction and rate control of the stormwater runoff generated from the proposed site improvements.

The final grading plan must indicate any proposed borrow areas in which the building footings will be placed on fill material. The grading specifications must indicate that all embankments meet FHA/HUD 79G specifications. A final certificate of occupancy shall not be issued until an as-built certified grading plan has been submitted and approved by the City Engineer.

Heritage Commons 9th Addition contains more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

STORM SEWER

Privately owned and maintained storm sewer will be constructed with Heritage Commons 9th Addition. Private storm sewer constructed within Lot 1, Block 1, Heritage Commons 9th Addition will convey runoff to the privately owned and maintained stormwater infiltration basin. The stormwater basin will outlet to the existing City storm sewer system along Heritage Drive. A security of \$2,500.00 will be collected for the proposed storm sewer connection with the final plat.

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

$$\begin{array}{rcl} 521,413.20 \text{ s.f.} & \times \$0.250/\text{s.f.} & = \$62,538.50 \\ \text{Net Area of Heritage} & \text{Area Charge} & \text{Storm Sewer Area Charge Required} \\ \text{Commons 9}^{\text{th}} \text{ Addition} & & \text{With Heritage Commons 9}^{\text{th}} \\ & & \text{Addition} \end{array}$$

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

FEMA FLOODPLAIN ANALYSIS

Heritage Commons 9th Addition is shown on the Flood Insurance Rate Map (Map Nos. 27037C0211E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no wetlands on the site.

TREE PRESERVATION

There are no trees within the parent parcel.

EROSION CONTROL

The plans include a detailed erosion and sediment control plan. The Developer is responsible for meeting all the requirements of the MPCA Construction Permit. The permit requires that all erosion and sediment best management practices (BMPs) be clearly outlined in a site's SWPPP. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer. Changes made throughout construction must be documented in the SWPPP. An on-site preconstruction meeting shall be held with the City prior to work commencing on the site. No grading can take place until the City has reviewed and approved the SWPPP for the site.

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

\$121,277.00	x 2%	= \$2,425.54
Grading Cost of	MS4 Admin Fee	MS4 Admin Fee
Heritage		Required With
Commons 9 th		Heritage Commons
Addition		9 th Addition

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Lord of Life Townhomes. Construction costs are based upon estimates submitted by the Developer's engineer on May 8, 2025.

CONSTRUCTION COSTS

Sanitary Sewer	\$ 12,800.00
Watermain	40,600.00
Storm Sewer	59,070.00
Erosion Control, Stormwater and filtration Basins,	82,032.20
Restoration, Grading and Grading Certification	
SUBTOTAL - CONSTRUCTION COSTS	\$ 194,502.20

OTHER COSTS

Developer's Design (3.0%)	\$ 5,835.07
Developer's Construction Survey (2.5%)	4,862.56
City's Legal Expense (0.5%)	972.51
City Construction Observation (5.0%)	9,725.11
Developer's Record Drawing (0.5%)	972.51
Landscaping	92,338.50
Lot Corners/Iron Monuments	200.00
SUBTOTAL - OTHER COSTS	\$114,906.25
TOTAL PROJECT SECURITY	\$309,408.45

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$200.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street and utility construction.

CASH FEES

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

$$\begin{array}{rcl}
 1 \text{ unit} & \times \$40.48/\text{unit} & = \$40.48 \\
 \text{Total Units} & \text{Streetlight Operating Fee} & \text{Total} \\
 \text{In Heritage Commons 9th Addition} & &
 \end{array}$$

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

$$\begin{array}{rcl}
 1 \text{ unit} & \times \$61.52/\text{unit} & = \$61.52 \\
 \text{Total Units} & \text{Environmental Resources Fee} & \text{Total} \\
 \text{In Heritage Commons 9th Addition} & &
 \end{array}$$

A cash fee for the preparation of addressing, property data, record construction drawings and for updating the City base map shall be paid at the time of final plat approval and is calculated as follows:

$$\begin{array}{rcl}
 2 \text{ units} & \times \$90.00/\text{unit} & = \$180.00 \\
 \text{Lots/Outlots} & \text{Property Data \& Asset/Infrastructure Mgmt Fee} & \text{Total}
 \end{array}$$

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

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$5,835.07.

CASH REQUIREMENTS

Storm Sewer Area Charge	14,810.40
MS4 Administration Fee	2,425.54
Streetlight Operating Fee	40.48
Environmental Resources Management Fee	61.52
Property Data & Asset/Infrastructure Mgmt Fee	180.00
City Engineering Administration (3.00%)	5,835.07
TOTAL - CASH REQUIREMENTS	\$23,353.01

RECOMMENDATION

Engineering recommends approval of the Heritage Commons 9th Addition final plat, final grading and erosion control plan, final utility plan, and landscape plan subject to the requirements and stipulations within this report.



Date: 8/4/2025

Public hearing on the application for Joy's Thai Cuisine, LLC for an On-Sale Wine and On-Sale 3.2% Malt Liquor License

Proposed Action

Staff recommends adoption of the following motion: Move to grant an On-Sale Wine and On-Sale 3.2% Malt Liquor License for Joy's Thai Cuisine, LLC located at 7704 160th Street West.

Overview

Joy's Thai Cuisine, LLC, located at 7704 160th Street West, has operated under an On-Sale Wine and Beer license issued to the previous legal entity, Joy's Thai Cuisine. The ownership and management of the restaurant remain the same; however, the business has been legally restructured and is now operating under the new entity name Joy's Thai Cuisine, LLC.

Per Minn. State Statute 340A.404, any change to the legal entity name of a license holder requires a new license application to be submitted and approved by the City Council. The business remains at its current location, 7704 160th Street West, and there are no changes to the business model or operations.

All application materials have been submitted and reviewed, and there were no concerns identified during the review process.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Ann Orlofsky, City Clerk
--



Date: 8/4/2025

Ordinance Amending Title 10 and Title 11 of the City Code and Summary Ordinance for Publication

Proposed Action

Staff recommends adoption of the following motion: Move to approve an ordinance amending Title 10 and Title 11 of the City Code and a summary ordinance for publication.

Overview

Community Development Department staff recommends approval of an ordinance amending Title 10 (Subdivisions) and Title 11 (Zoning) of the City Code as presented. The proposed amendments are primarily related to development and residential districts. Many of the amendments are a result of conversations with local builders regarding ways to simplify requirements while providing flexibility in the ordinances regarding townhome development and construction.

The Planning Commission held a public hearing on the proposed ordinance amendment at their July 17, 2025 meeting. There was one public comment. The Planning Commission unanimously recommended approval of the ordinance amendment.

Supporting Information

1. Draft Ordinance amending Title 10 (Subdivisions) and Title 11 (Zoning) of the City Code (redline)
2. Draft Ordinance amending Title 10 (Subdivisions) and Title 11 (Zoning) of the City Code (clean)
3. Summary Ordinance for Publication
4. July 17, 2025 draft Planning Commission meeting minutes
5. July 9, 2025, revised July 25, 2025 Planning memo

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Kris Jenson, Planning Manager
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ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE SUBDIVISION ORDINANCE AND ZONING ORDINANCE
OF THE LAKEVILLE CITY CODE

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section 10-4-3.A of the Subdivision Ordinance (Design Standards – Streets and Alleys) is hereby amended to read as follows:

- A. Streets, Continuous: ~~Except for cul-de-sacs, streets shall connect with streets already dedicated in adjoining or adjacent subdivisions, or provide for future connections to adjoining unsubdivided tracts, or shall be a reasonable projection of streets in the nearest subdivided tracts. The arrangement of arterial and collector streets shall be considered in their relation to the reasonable circulation of traffic, to topographic conditions, to runoff of stormwater, to public convenience and safety, and in their appropriate relation to the proposed uses of the area to be served.~~
1. The arrangement of arterial and collector streets shall be considered in their relation to the reasonable circulation of traffic, to topographic conditions, to runoff of stormwater, to public convenience and safety, and in their appropriate relation to the proposed uses of the area to be served in accordance with Comprehensive Plan.
 2. Streets within a plat shall connect with existing streets already dedicated in abutting subdivisions, or provide for future connections to adjoining unsubdivided tracts by providing a reasonable projection of streets constructed to the plat line and including a temporary cul-de-sac.
 3. For streets within a plat connecting to existing streets in an abutting subdivision that were terminated at the plat line with a temporary cul-de-sac, the subdivider of the connecting plat shall be responsible at their cost for removal of the temporary cul-de-sac, replacement of the curb and street, and restoration of the boulevard and yard.

Section 2. Section 10-4-3.D.1 of the Subdivision Ordinance (Design Standards – Streets and Alleys) is hereby amended to read as follows:

1. In those instances where a street is terminated pending future extension in conjunction with future subdivision and there is more than two hundred feet (200') or more than two (2) dwelling units accessed between the dead end and the nearest intersection, a temporary turnaround shall be provided at the closed end in conformance with cul-de-sac requirements.

Section 3. Section 10-6-2 of the Subdivision Ordinance (Administration and Enforcement - Variances, Planning Commission Recommendations, Standards) is hereby repealed in its entirety and amended to read as follows:

10-6-2: VARIANCES:

A. Board of Adjustment. The city council shall act as the board of adjustments and appeals.

B. Findings:

1. The planning commission may recommend, and the board of adjustment may approve a variance from the minimum standards of this title (not procedural provisions) when, in its opinion, the requirements of Section 10-6-2.B.3 have been met.
2. In recommending any variance, the planning commission shall prescribe and the board of adjustment shall impose any conditions related to and bearing a rough proportionality to the impact created by the variance that it deems necessary to or desirable for the public interest.
3. The planning commission shall not recommend and the board of adjustment shall not approve any variance request unless they find failure to grant the variance will result in practical difficulties. " Practical difficulties" means that the property owner proposes to use the property in a reasonable manner not permitted by this title, the plight of the landowner is due to circumstances unique to the property not caused by the landowner, and the granting of the variance will not alter the essential character of the neighborhood in which the land is located. Economic considerations alone do not constitute practical difficulties. Practical difficulties includes, but is not limited to, inadequate access to direct sunlight for solar energy systems. The following criteria must also be met:
 - a. That the variance would be consistent with the comprehensive plan.
 - b. That the variance would be in harmony with the general purposes and intent of this title.

- c. That the variance would not allow a use that is not permitted in the zoning district in which the subject property is located, except as allowed by section 10-6-2.B.5 of this section.
- 4. Variances shall be granted for earth sheltered construction, as defined in Minnesota Statutes, Section 216C.06, subd. 14, when in harmony with this title.
- 5. Variances may be permitted for the temporary use of a single-family dwelling as a two-family dwelling.
- C. Procedures. Pursuant to Minnesota statutes 15.99, an application for a variance shall be approved or denied within sixty (60) days from the date of its complete submission unless extended by the city pursuant to statute or a time waiver is granted by the applicant.
 - 1. Requests for a variance shall be filed with the zoning administrator on an official application form.
 - 2. The application shall be considered as being officially submitted complete when the applicant has complied with all of the following information requirements:
 - a. A written description of the request for the variance, including an explanation of compliance with the variance criteria set forth in section 10-6-2.B of this section.
 - b. Supporting materials as determined by the zoning administrator as applicable to be necessary for the complete and clear definition and understanding of the request.
 - c. A fee as established by ordinance in accordance with Section 11-1-19 of this title, which shall not be refunded.
 - d. A list of property owners located within five hundred feet (500') of the subject property obtained from and certified by an abstract company.
 - e. Certification that there are no delinquent property taxes, special assessments, interest, or city utility fees due upon the parcel of land to which the variance application relates.
 - 3. If a variance application is deemed to be incomplete by the zoning administrator, the applicant shall be notified in writing of what information must be provided within fifteen (15) business days of the notice of incompleteness in order for the application to be deemed complete. Failure to provide the required information within fifteen (15) business days shall result in the application being denied as incomplete.

4. Once a variance application is deemed complete by the zoning administrator, the zoning administrator shall direct the application materials to the appropriate city staff to assist the planning commission with developing a recommendation on the application to the board of adjustment. City staff may request additional information from the applicant concerning operational factors or retain expert testimony with the consent and at the expense of the applicant concerning operational factors.
5. A public hearing before the planning commission shall be scheduled to consider the variance application once deemed complete by the Zoning Administrator. The applicant or the applicant's representative shall have an opportunity to appear and discuss the requested variance at the public hearing.
6. Notice of the public hearing before the planning commission shall be mailed to all property owners within five hundred feet (500') of the property to which the variance relates no later than ten (10) days in advance of the public hearing. Failure of a property owner to receive notice shall not invalidate the variance proceedings.
7. The planning commission shall issue a recommendation and findings of fact to the board of adjustment no later than fifteen (15) days after the public hearing. The planning commission may recommend such conditions on the requested variance as may secure the objectives of the regulations or provisions to which the adjustment or variance is granted, as to light, air, and the public health, safety, comfort, convenience and general welfare in rough proportionality to the impact created by the variance.
8. The board of adjustments shall make final findings of fact and approve or deny the variance application within thirty (30) days after the close of the public hearing before the planning commission, including any approved conditions for the variance. A variance application may only be approved by a four-fifths (4/5) vote of the full board of adjustment. A copy of this final decision shall be served upon the applicant or the applicant's representative.
9. Any person aggrieved by the final decision of the board adjustment on a variance application shall have the right to appeal that decision within thirty (30) days of the date of service of the final decision, to the Dakota County District Court. Any person seeking judicial review under this chapter must serve their appeal on the city and all necessary parties, including any landowners, within the thirty (30) day period defined above.
10. Whenever an application for a variance has been considered and denied by the board of adjustment, a similar application for a variance affecting substantially the same property shall not be considered again by the planning commission or board of adjustment for at least six (6) months from the date of the denial unless four-fifths (4/5) of the board of adjustment votes to reconsider the application.

D. Expiration:

1. Unless the board of adjustment specifically approves a different time when action is officially taken on the request, approvals which have been issued under the

provisions of this chapter shall expire without further action by the planning commission or the board of adjustment, unless the applicant commences the authorized use or improvement within one (1) year of the date the variance is issued.

2. A request for extension of a variance use permit shall be in writing and filed with the City at least thirty (30) days prior to the expiration of the conditional use permit.

3. The request for extension of a variance shall state facts demonstrating that a good faith attempt has been made to complete or utilize the use or activity permitted in the variance.

4. The zoning administrator may administratively approve an extension of a variance, provided that:

a. The administrative extension shall not exceed one (1) year from the initial variance expiration date.

b. Only one (1) administrative extension shall be granted.

c. There shall be no fee for the filing of a request for an administrative extension.

5. The city council may grant an extension of the variance of greater than one (1) year or any additional extensions, provided that:

a. The city council may refer an extension request to the planning commission for review to consider if any circumstances related to the initial variance have changed and provide a recommendation as to approval of an extension.

b. An extension approved by the city council shall not exceed one (1) year.

c. The filing of a petition to the city council for extension shall be accompanied by a fee as provided for by ordinance in accordance with section 11-1-9 of this title.

Section 4. Section 11-2-3 of the Zoning Ordinance (Definitions) is hereby amended to revise the following definition:

WALL SIGN: Any ~~building~~ sign attached parallel to, but within two feet (2') of a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one (1) sign surface; includes canopy and marquee signs.

Section 5. Section 11-3-2.A of the Zoning Ordinance (Amendment; Administration – Procedure) is hereby amended to read as follows:

- A. Request for text and map amendments to the zoning ordinance shall be filed with the zoning administrator on an official application form. Such application shall be accompanied by a fee as provided by ~~city council resolution~~ordinance in accordance with Section 11-1-19 of this title. The request shall be considered as being officially submitted when all the information requirements are complied with as determined by the zoning administrator. In cases when an application is judged to be incomplete, the zoning administrator or their designee shall notify the applicant, in writing, of what information must be provided for the application to be deemed complete within fifteen (15) business days from the date of submission.

Section 6. Section 11-4-3.A of the Zoning Ordinance (Conditional Use Permits; Administration – Procedure) is hereby amended to read as follows:

- A. Request for conditional use permits, as provided within this title, shall be filed with the zoning administrator on an official application form. Unless modified by the zoning administrator, such application shall be accompanied by a fee as provided for by ~~city council resolution~~ordinance in accordance with Section 11-1-19 of this title. The request shall be considered as being officially submitted when all the information requirements are satisfied. In cases where an application is judged to be incomplete, the zoning administrator or their designee shall notify the applicant, in writing, of what information must be provided for the application to be deemed complete within fifteen (15) business days from the date of submission.

Section 7. Section 11-4-13 of the Zoning Ordinance (Conditional Use Permits; Administration – Expiration) is hereby amended to read as follows:

11-4-13: EXPIRATION: ~~Unless the city council specifically approves a different time when action is officially taken on the request, conditional use permits which have been issued under the provisions of this chapter shall expire without further action by the planning commission or the city council, unless the applicant commences the authorized use within one year of the date the conditional use permit is issued; or, unless before the expiration of the one year period; the applicant shall apply for an extension thereof by completing and submitting a request for extension, including the renewal fee as established by city council resolution. The request for extension shall state facts showing a good faith attempt to complete or utilize the use permitted in the conditional use permit. A request for an extension not exceeding one year shall be subject to the review and approval of the zoning administrator. Should a second extension of time or any extension of time longer than one year be requested by the applicant, it shall be presented to the planning commission for a recommendation and to the city council for a decision.~~

A. Unless otherwise specified at the time it is approved by the city council, a conditional use permit shall be null and void and expire if the applicant fails to utilize such conditional use permit and fulfill each and every condition attached thereto within one (1) year from the date of its authorization or from the date a final plat is recorded, whichever is later, unless a petition for an extension of time in which to complete or utilize an extension has been granted.

B. Extensions:

1. A request for extension of a conditional use permit shall be in writing and filed with the City at least thirty (30) days prior to the expiration of the conditional use permit.
2. The request for extension of a conditional use permit shall state facts demonstrating that a good faith attempt has been made to complete or utilize the use or activity permitted in the conditional use permit.
3. The zoning administrator may administratively approve an extension of a conditional use permit, provided that:
 - a. The administrative extension shall not exceed one (1) year from the initial conditional use permit expiration date.
 - b. Only one (1) administrative extension shall be granted.
 - c. There shall be no fee for the filing of a request for an administrative extension.
4. The city council may grant an extension of the conditional use permit of greater than one (1) year or any additional extensions, provided that:
 - a. The city council may refer an extension request to the planning commission for review to consider if any circumstances related to the initial conditional use permit have changed and provide a recommendation as to approval of an extension.
 - b. An extension approved by the city council shall not exceed one (1) year.
 - c. The filing of a petition to the city council for extension shall be accompanied by a fee as provided for by ordinance in accordance with section 1-1-9 of this title.

Section 8. Section 11-5-3 of the Zoning Ordinance (Interim Use Permits; Administration – Procedure) is hereby amended to read as follows:

11-5-3: PROCEDURE: ~~Uses defined as “interim uses” shall be processed according to the standards and procedures for a conditional use permit as established by chapter 4 of this title. Pursuant to Minnesota statutes 15.99, an application for an interim use permit shall be approved or denied within sixty (60) days from the date of its official and complete submission unless extended by the city pursuant to statute or a time waiver is granted by the applicant. Additional city requirements are as follows:~~

- A. Request for interim use permits, as provided within this title, shall be filed with the zoning administrator on an official application form. Unless modified by the zoning administrator, such application shall be accompanied by a fee as provided for by city council resolution. The request shall be considered as being officially submitted when all the information requirements are satisfied. In cases where an application is judged to be incomplete, the zoning administrator or their designee shall notify the applicant, in writing, of what information must be provided for the application to be deemed complete within fifteen (15) business days from the date of submission.
- B. Upon receipt of said application, the city clerk shall set a public hearing following proper hearing notification. The planning commission shall conduct the hearing, report its findings and make recommendations to the city council. Notice of said hearing shall consist of a legal property description, description of request and property location, and be published in the official newspaper at least ten (10) days prior to the hearing. Written notification of said hearing shall be mailed at least ten (10) days prior to all owners of land within five hundred feet (500') of the boundary of the property in question.
- C. Failure of a property owner to receive said notice shall not invalidate any such proceedings as set forth within this title.
- D. The zoning administrator shall instruct the appropriate staff persons to prepare technical reports where appropriate, and provide general assistance in preparing a recommendation on the action to the city council.
- E. The planning commission shall consider possible effects of the proposed use with its judgment based upon, but not limited to, the following factors:
 - 1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official city comprehensive plan.
 - 2. The proposed use is or will be compatible with present and future land uses of the area.
 - 3. The proposed use conforms with all performance standards contained in this code.

4. The proposed use can be accommodated with existing public services and will not overburden the city's service capacity.
5. Traffic generation by the proposed use is within capabilities of streets serving the property.
- F. The planning commission and city staff shall have the authority to request additional information from the applicant concerning operational factors or to retain expert testimony with the consent and at the expense of the applicant concerning operational factors. Said information is to be declared necessary to establish performance conditions in relation to all pertinent sections of this title. Failure on the part of the applicant to supply all necessary supportive information may be grounds for denial of the request.
- G. Unless excused by the planning commission chair, the applicant or a representative thereof shall appear before the planning commission in order to answer questions concerning the proposed request.
- H. The planning commission shall make findings of fact and recommend such actions or conditions relating to the request as they deem necessary to carry out the intent and purpose of this title. Such recommendation shall be in writing and accompanied by the report and recommendation of the city staff, and shall be entered in and made part of the permanent written record of the city council meeting.
- I. The city council shall not grant an interim use permit until the planning commission has held a public hearing on the request. The city council shall act upon the conditional use permit within sixty (60) days from the date of submission of a complete application, unless an extension has been provided, pursuant to Minnesota statutes 15.99.
- J. Upon receiving the report and recommendation of the planning commission and the city staff, the city council shall have the option to set and hold a public hearing if deemed necessary, shall make recorded findings of fact and may impose any condition it considers necessary to protect the public health, safety and welfare.
- K. Subject to limitations of Minnesota statutes 15.99, if, upon receiving said report and recommendations of the planning commission and city staff, the city council finds that specific inconsistencies exist in the review process and thus the final recommendation of the city council may differ from that of the planning commission, the city council may, before taking final action, refer the matter back to the planning commission for further consideration. The city council shall provide the planning commission with a written statement detailing the specific reasons for referral. This procedure shall be followed only one time on a singular action.
- L. Approval of a request shall require passage by a majority vote of the city council.

M. All decisions made by the city regarding an interim use permit shall be final, except that any aggrieved person shall have the right to appeal within thirty (30) days after delivery of the decision to the appellant, to the District Court in Dakota County. Any person seeking judicial review under this chapter must serve the city and all necessary parties, including any landowners, within the thirty (30) day period defined above

N. Whenever an application for an interim use permit has been considered and denied by the city council, a similar application for the interim use permit affecting substantially the same property shall not be considered again by the planning commission or city council for at least six (6) months from the date of its denial; and a subsequent application affecting substantially the same property shall likewise not be considered again by the planning commission or city council for an additional six (6) months from the date of the second denial unless a decision to reconsider such matter is made by a majority vote of the city council.

Section 9. Section 11-5-5 of the Zoning Ordinance (Interim Use Permits; Administration – General Standards) is hereby amended to read as follows:

11-5-5: GENERAL PERFORMANCE STANDARDS: An interim use shall comply with the following:

- ~~A. Meet the standards of a conditional use permit set forth in subsection 11-4-3E of this title.~~
- ~~B. Conform to the applicable general performance standards of section 11-4-7 of this title.~~
- ~~C. The use is allowed as an interim use in the respective zoning district.~~

A. In reviewing applications for interim use permits, the planning commission and the city council may attach whatever reasonable conditions they deem necessary to mitigate anticipated adverse impacts associated with these uses and to achieve the goals and objectives of the comprehensive plan including, but are not limited to, the following:

1. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated and adequate right of way shall be provided.
2. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with chapter 19 of this title.
3. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.

4. Adequate off street parking and off street loading shall be provided in compliance with chapters 19 and 20 of this title.
5. Loading areas and drive-up facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any "adjacent" residential use or district, and provided in compliance with chapter 20 of this title.
6. Whenever a nonresidential use "is adjacent to" a residential use or district, a buffer area with screening and landscaping shall be provided in compliance with chapter 21 of this title.
7. General site screening and landscaping shall be provided in compliance with chapter 21 of this title.
8. All exterior lighting shall be so directed so as not to cast glare toward or onto the public right of way or neighboring residential uses or districts, and shall be in compliance with section 11-16-17 of this title.
9. Potential exterior noise generated by the use shall be identified and mitigation measures as may be necessary shall be imposed to ensure compliance with section 11-16-25 of this title.
10. The site drainage system shall be subject to the review and approval of the city engineer.
11. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing or potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
12. Provisions shall be made for daily litter control, an interior location for recycling, and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with section 11-18-11 of this title.
13. All signs and informational or visual communication devices shall be in compliance with chapter 23 of this title.
14. The use and site shall be in compliance with any federal, state or county law or regulation that is applicable and any related permits shall be obtained and documented to the city.

15. Any applicable business licenses mandated by this code are approved and obtained.

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

17. The use complies with all applicable performance standards of the zoning district in which it is located and where applicable.

DB. The date or event that will terminate the use can be identified with certainty.

E. ~~The use will not impose additional unreasonable costs on the public.~~

FC. ~~The user agrees~~property owner shall agree to any conditions that the city council deems appropriate for permission of the use.

Section 10. Section 11-5-11 of the Zoning Ordinance (Interim Use Permits; Administration – Expiration) is hereby amended to read as follows:

11-5-11: EXPIRATION: ~~Unless the city council specifically approves a different time when action is officially taken on the request, permits which have been issued under the provisions of this chapter shall expire without further action by the planning commission or the city council, unless the applicant commences the authorized use within one year of the date the interim use permit is issued; or, unless before the expiration of the one year period; the applicant shall apply for an extension thereof by completing and submitting a request for extension, including the renewal fee as established by city council resolution. The request for extension shall state facts showing a good faith attempt to complete or utilize the use permitted in the interim use permit. A request for an extension not exceeding one year shall be subject to the review and approval of the zoning administrator. Should a second extension of time or any extension of time longer than one year be requested by the applicant, it shall be presented to the planning commission for a recommendation and to the city council for a decision.~~

A. Unless otherwise specified at the time it is approved by the city council, an interim use permit shall be null and void and expire if the applicant fails to utilize such interim use permit and fulfill each and every condition attached thereto within one (1) year from the date of its authorization or recording a final plat, whichever is later, unless a petition for an extension of time in which to complete or utilize an extension has been granted.

B. Extensions:

1. A request for extension of an interim use permit shall be in writing and filed with the City at least thirty (30) days prior to the expiration of the conditional use permit.

2. The request for extension of an interim use permit shall state facts demonstrating that a good faith attempt has been made to complete or utilize the use or activity permitted in the interim use permit.
3. The zoning administrator may administratively approve an extension of an interim use permit, provided that:
 - a. The administrative extension shall not exceed one (1) year from the initial conditional use permit expiration date.
 - b. Only one (1) administrative extension shall be granted.
 - c. There shall be no fee for the filing of a request for an administrative extension.
4. The city council may grant an extension of the interim use permit of greater than one (1) year or any additional extensions, provided that:
 - a. The city council may refer an extension request to the planning commission for review to consider if any circumstances related to the initial interim use permit have changed and provide a recommendation as to approval of an extension.
 - b. An extension approved by the city council shall not exceed one (1) year.
 - c. The filing of a petition to the city council for extension shall be accompanied by a fee as provided for by ordinance in accordance with section 1-1-9 of this title.

Section 11. Section 11-6-7 of the Zoning Ordinance (Variances; Administration – Procedures) is hereby repealed in its entirety and amended to read as follows:

11-6-7: PROCEDURES: Pursuant to Minnesota statutes 15.99, an application for a variance shall be approved or denied within sixty (60) days from the date of its complete submission unless extended by the city pursuant to statute or a time waiver is granted by the applicant.

- A. Requests for a variance shall be filed with the zoning administrator on an official application form.
- B. The application shall be considered as being officially submitted complete when the applicant has complied with all of the following information requirements:

1. A written description of the request for the variance, including an explanation of compliance with the variance criteria set forth in section 10-6-2.B of this section.
 2. Supporting materials as determined by the zoning administrator as applicable to be necessary for the complete and clear definition and understanding of the request.
 3. A fee as established by ordinance in accordance with Section 11-1-19 of this title, which shall not be refunded.
 4. A list of property owners located within five hundred feet (500') of the subject property obtained from and certified by an abstract company.
 5. Certification that there are no delinquent property taxes, special assessments, interest, or city utility fees due upon the parcel of land to which the variance application relates.
- C. If a variance application is deemed to be incomplete by the zoning administrator, the applicant shall be notified in writing of what information must be provided within fifteen (15) business days of the notice of incompleteness in order for the application to be deemed complete. Failure to provide the required information within fifteen (15) business days shall result in the application being denied as incomplete.
- D. Once a variance application is deemed complete by the zoning administrator, the zoning administrator shall direct the application materials to the appropriate city staff to assist the planning commission with developing a recommendation on the application to the board of adjustment. City staff may request additional information from the applicant concerning operational factors or retain expert testimony with the consent and at the expense of the applicant concerning operational factors.
- E. A public hearing before the planning commission shall be scheduled no later than thirty (30) days after the date of the completed variance application. The applicant or the applicant's representative shall have an opportunity to appear and discuss the requested variance at the public hearing.
- F. Notice of the public hearing before the planning commission shall be mailed to all property owners within five hundred feet (500') of the property to which the variance relates no later than ten (10) days in advance of the public hearing. Failure of a property owner to receive notice shall not invalidate the variance proceedings.
- G. The planning commission shall issue a recommendation and findings of fact to the board of adjustment no later than fifteen (15) days after the public hearing. The planning commission may recommend such conditions on the requested variance as may secure the objectives of the regulations or provisions to which the adjustment or variance is granted, as to light, air, and the public health, safety, comfort, convenience and general welfare in rough proportionality to the impact created by the variance.
- H. The board of adjustments shall make final findings of fact and approve or deny the variance application within thirty (30) days after the close of the public hearing before the

planning commission, including any approved conditions for the variance. A variance application may only be approved by a four-fifths (4/5) vote of the full board of adjustment. A copy of this final decision shall be served upon the applicant or the applicant's representative.

- I. Any person aggrieved by the final decision of the board adjustment on a variance application shall have the right to appeal that decision within thirty (30) days of the date of service of the final decision, to the Dakota County District Court. Any person seeking judicial review under this chapter must serve their appeal on the city and all necessary parties, including any landowners, within the thirty (30) day period defined above.
- J. Whenever an application for a variance has been considered and denied by the board of adjustment, a similar application for a variance affecting substantially the same property shall not be considered again by the planning commission or board of adjustment for at least six (6) months from the date of the denial unless four-fifths (4/5) of the board of adjustment votes to reconsider the application.

Section 12. Section 11-6-9 of the Zoning Ordinance (Variances; Administration – Expiration) is hereby repealed in its entirety and amended to read as follows:

11-6-9: EXPIRATION:

- A. Unless the board of adjustment specifically approves a different time when action is officially taken on the request, approvals which have been issued under the provisions of this chapter shall expire without further action by the planning commission or the board of adjustment, unless the applicant commences the authorized use or improvement within one (1) year of the date the variance is issued.
- B. A request for extension of a variance shall be in writing and filed with the City at least thirty (30) days prior to the expiration of the variance.
- C. The request for extension of a variance shall state facts demonstrating that a good faith attempt has been made to complete or utilize the use or activity permitted in the variance.
- D. The zoning administrator may administratively approve an extension of a variance, provided that:
 - 1. The administrative extension shall not exceed one (1) year from the initial variance expiration date.
 - 2. Only one (1) administrative extension shall be granted.
 - 3. There shall be no fee for the filing of a request for an administrative extension.
- E. The city council may grant an extension of the variance of greater than one (1) year or any additional extensions, provided that:

1. The city council may refer an extension request to the planning commission for review to consider if any circumstances related to the initial variance have changed and provide a recommendation as to approval of an extension.
2. An extension approved by the city council shall not exceed one (1) year.
3. The filing of a petition to the city council for extension shall be accompanied by a fee as provided for by ordinance in accordance with section 1-1-9 of this title.

Section 13. Section 11-7-9.A of the Zoning Ordinance (Appeals; Administration – Procedures) is hereby amended to read as follows:

- A. The property owner or their agent shall file with the zoning administrator a notice of appeal stating the specific grounds upon which the appeal is made. Said application shall be accompanied by a fee as established by ~~city council resolution~~ ordinance in accordance with Section 11-1-19 of this title. In cases where the application is judged to be incomplete, the zoning administrator or their designee shall notify the applicant, in writing, of what information must be provided for the application to be deemed complete within fifteen (15) business days of the date of submission.

Section 14. Section 11-8-3.A.2 of the Zoning Ordinance (Administrative Permits and Approvals; Administration – Procedures) is hereby amended to read as follows:

2. ~~The application shall be accompanied by a fee as established by city council resolution.~~ Applications for amending administrative permits shall be accompanied by a fee as established by ~~city council resolution~~ ordinance in accordance with Section 11-1-19 of this title.

Section 15. Section 11-9-7.A of the Zoning Ordinance (Site Plan Review; Administration – Procedures) is hereby amended to read as follows:

- A. Filing Of Request: Request for site plan approval, as provided within this title, shall be filed with the zoning administrator on an official application form. Such application shall be accompanied by a fee as established by ~~resolution~~ ordinance in accordance with Section 11-1-19 of this title. Such application shall also be accompanied by detailed written and graphic materials, the number and size as prescribed by the zoning administrator, fully explaining the proposed change, development, or use. The request shall be considered as being officially submitted and complete when the applicant has complied with all specified information requirements. In cases where an application is judged to be incomplete, the zoning administrator or their designee shall notify the applicant, in writing, of what information must be provided for the application to be deemed complete within fifteen (15) business days of the date of submission.

Section 16. Section 11-17-9.B.1.d of the Zoning Ordinance (General Yard, Lot Area, and Building Regulations – Building Type and Construction) is hereby amended to add the following provision with subsequent sections renumbered accordingly:

- d. Concrete exterior cladding systems (non-structural) with a brick, stone, or other masonry-type appearance.

Section 17. Section 11-17-9.F of the Zoning Ordinance (General Yard, Lot Area, and Building Regulations – Building Type and Construction) is hereby amended to read as follows:

F. ~~Site Plan:~~

1. ~~For lots of record and preliminary platted lots having legal standing established on January 1, 1994, all site plans for single family homes shall provide for the location of a two (2) stall garage, whether or not construction is intended.~~
2. ~~For lots of record established after January 1, 1994, all site plans for single family homes must provide for the location of a three (3) stall attached garage, whether or not construction is intended.~~

F. For lots of record established after January 1, 1994, each single family dwelling shall include an attached garage meeting the requirements of section 11-18-7.D of this title.

Section 18. Section 11-18-7.D of the Zoning Ordinance (Accessory Buildings, Structures, Uses and Equipment – Single Family Dwelling Accessory Uses) is hereby amended to read as follows:

D. Attached Garages:

1. The area and width of an attached garage shall be measured by interior dimensions.
2. ~~Attached garages shall comply with the following dimension standards~~Minimum Requirements:

a. ~~Minimum Floor Area Of An Attached Garage:~~

- (1) ~~For dwellings with basements: Four hundred eighty (480) square feet.~~
- (2) ~~For dwellings without basements: Five hundred forty (540) square feet.~~

- a. The minimum floor area of an attached garage shall be four hundred (480) square feet.
 - b. Attached garages shall be a minimum of twenty two feet (22') in width.
 - c. The maximum width of the facade of an attached garage within the RS-4, RST-2, RM-1, and RM-2, ~~RH-1 and RH-2~~ Districts shall be thirty six feet (36').
3. Allowed Floor Area:
 - a. ~~The maximum floor area of an attached garage shall be one thousand (1,000) square feet except allowed by section 11-18-7.D.3.b of this title.~~
 - b. ~~An attached garage for a single family dwelling with an above grade finished floor area of more than two thousand (2,000) square feet within the RS-1, RS-2, and RS-3 Districts:~~
 - (1) ~~The maximum floor area shall be one thousand two hundred fifty (1,250) square feet.~~
 - (2) ~~For lots greater than one (1) acre in area the maximum floor area may be greater than one thousand two hundred fifty (1,250) square feet by conditional use permit subject to the provisions listed in section 11-18-5 of this chapter.~~
 - ca. The area of the attached garage shall comply with the limitations specified in Section 11-18-9.D of this title.
 - ~~db.~~ Storage spaces located directly below attached garages shall not be considered in determining allowable accessory building floor area.
4. An attached garage shall comply with all building and setback requirements applicable to the principal building.

Section 19. Section 11-18-9.C of the Zoning Ordinance (Accessory Buildings, Structures, Uses and Equipment – All Zoning Districts) is hereby amended to read as follows:

- C. Height: Accessory structures and buildings shall comply with the following height limitations, except as may be allowed by conditional use permit:
 1. Buildings and Structures Accessory to Detached Single-Family, Detached Townhomes, Two-Family, or Townhouse Dwellings:

Zoning District	Maximum Height
A-P	20 feet
RA	20 feet
RS-1	20 feet
RS-2	15 feet
RS-3	15 feet
RS-4	15 feet
RS-CBD	15 feet
<u>RSMH</u>	<u>15 feet</u>
RST-1	15 feet
RST-2	15 feet
RM-1	15 feet
RM-2	15 feet
RH-1	15 feet
RH-2	15 feet

2. Structures and buildings accessory to Detached Accessory Buildings Other Than Garages: ~~Detached accessory buildings other than garages shall be limited to fifteen feet (15') in height on all two-family, or townhouse unit lots, or multiple family uses: shall be limited to twenty feet (20') in height.~~
3. Structures and buildings accessory to Multiple-Family And nonresidential uses:
 - a. ~~Detached accessory buildings and structures shall be limited to twenty feet (20') in height for all multiple family uses.~~
 - b. ~~Accessory buildings and structures for non-residential uses shall be limited to the height allowed for principal buildings within the respective zoning districts, unless otherwise limited by this title.~~
4. Conditional Use Permit: Application for a conditional use permit to allow a structure or building with a height greater than that allowed under this section may be granted provided that:
 - a. There is a functional need for the additional height while maintaining that the structure is accessory to the principal use consistent with the intent of this title.
 - b. The additional height is necessary to maintain an evident architectural character compatible to the principal building.

- c. In no case shall the height of an accessory building exceed that of the principal building on the lot on which it is located within the RS-3, RS-4, RST-1, RST-2, RM-1, and RM-2, ~~RH-1, RH-2,~~ districts.

Section 20. Section 11-18-9.D of the Zoning Ordinance (Accessory Buildings, Structures, Uses and Equipment – All Zoning Districts) is hereby amended to read as follows:

- D. Except for agricultural buildings on farms, as expressly permitted by conditional use permit, the combination of accessory buildings and garages shall not exceed either of the following area limitations per unit or the total gross floor area of the principal structure, whichever is least:

Zoning District	Use	Percentage Of Lot Area That May Be Occupied By The Accessory Building	Maximum Combined Allowable Floor Area Per Unit (Square Feet)
A-P	All uses	Not applicable	Not applicable
RA	Single-family	40 percent	8,712
RS-1	Single-family	40 percent	2,000
RS-2	Single-family	40 percent	1,500
RS-3	Single-family	40 percent	1,500
RS-4	Single-family	40 percent	1,100 (interior lot) 1,250 (corner lot)
RS-CBD	Single-family	40 percent	840 (interior lot) 1,008 (corner lot)
RST-1	Single-family	40 percent	1,500
	Two-family	40 percent	750
RST-2	Single-family	40 percent	1,100 (interior lot) 1,250 (corner lot)
	Detached townhomes	40 percent	750
	Two-family	40 percent	750
RM-1, RM-2, and RM-3	Single-family	40 percent	1,100 (interior lot) 1,250 (corner lot)
	<u>Detached townhomes, Two-family, _____ and Townhouses</u>	40 percent	750

	Townhouse	40 percent	750
RH-1 and RH-2	Single-family	40 percent	1,100 (interior lot) 1,250 (corner lot)
	Two-family, _____ and <u>Townhouses</u>	40 percent	750
	Townhouse	40 percent	750
	<u>Multiple Family</u>		<u>10 percent of lot area</u>

Section 21. Section 11-19-13.A of the Zoning Ordinance (Off-Street Parking - Number of Spaces Required) is hereby amended to include the following rows:

<u>Commercial/industrial:</u>			
=	<u>Commercial</u>	<u>Bowling alleys</u>	<u>5 spaces for each lane plus additional spaces for ancillary uses as required by this section</u>
	<u>Recreation</u>	<u>Fitness centers</u>	<u>1 space for each exercise station, plus 1 space for every 2 persons design capacity for group activity areas, plus additional spaces for office, food service or other ancillary uses as required by this section</u>
		<u>Golf courses</u>	<u>4 spaces for each green plus 50 percent of the parking space requirement for any associated retail use; on site restaurant and/or banquet facilities shall provide additional spaces for that use as required by this section.</u>
		<u>Golf driving ranges</u>	<u>10 spaces plus 1 space for each 100 square feet of floor area.</u>
		<u>Pickleball, racquet, or tennis court</u>	<u>5 spaces for each court</u>
		<u>Skating rink</u>	<u>20 spaces plus 1 space for each 200 square feet over 2,000 square feet</u>
		<u>Other indoor facilities</u>	<u>1 space for every 2 persons at maximum fire code capacity</u>

	<u>Other outdoor facilities</u>	<u>1 space for every 2 persons of maximum design capacity.</u>
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Section 22. Section 11-19-13.A of the Zoning Ordinance (Off-Street Parking - Number of Spaces Required) is hereby amended to delete the following rows:

Commercial/industrial:		
	Bowling alleys	5 spaces per lane plus spaces as required for other uses within the principal structure.
	Fitness centers	1 space per exercise station (e.g., strength machine or cardiovascular) plus 1 space per employee on the largest shift plus additional parking required for ancillary uses.
	Golf courses	4 stalls per hole plus 50 percent of the parking stall requirement for any associated retail use; on site restaurant and/or banquet facilities shall provide parking stalls for that use as required by this section.

Section 23. Section 11-19-13.A of the Zoning Ordinance (Off-Street Parking - Number of Spaces Required) is hereby amended to revise the following rows:

Commercial/industrial:		
	Skating rink, b Banquet hall, private or public auction house	20 spaces plus 1 space per 200 square feet over 2,000 square feet.

Section 24. Section 11-23-15.R.3.a of the Zoning Ordinance (Signs – General Regulations) is hereby amended to read as follows:

- a. Within the O-R, M-1, M-2, C-1, C-2, C-3, C-CBD, and O-P districts:
 - (1) The number of individual wall, canopy, or marquee signs shall be limited to one (1) elevation per tenant space except additional sign(s) may be displayed on a second elevation for the tenant of a

corner suite or a suite that extends through the building thus having two (2) exterior walls.

- (2) The tenant's business shall have an exclusive exterior entrance except when the tenant occupies greater than twenty percent (20%) of the net leasable area of the building.
- (3) The sign(s) shall be located only on the exterior wall of the tenant space to which the sign permit is issued, except when the tenant occupies greater than twenty percent (20%) of the net leasable area of the building, but is (are) not required to face a public street.
- (4) Each sign and the total area of all signs on a single elevation for an individual tenant shall be limited to the maximum wall sign size permitted in the applicable zoning district provisions in section 11-23-19 of this chapter.

Section 25. Section 11-25-1 of the Zoning Ordinance (Public Property/Rights of Way) is hereby repealed in its entirety and amended to read as follows:

11-25-1: COVERAGE: The erection and/or placement of any structure in the public right of way or on city property by any person, or group other than the city of Lakeville, Dakota County, metropolitan council, the state of Minnesota, federal government or franchised utility shall require the processing of a conditional use permit in accordance with chapter 4 of this title. Exceptions to this provision include newsstands; USPS mailboxes, essential services, signs allowed under chapter 23 of this title, radio receivers and transmitters as an accessory use to essential services, personal wireless communication antennas located on existing lattice electrical transmission towers, and small wireless facilities and wireless support structures as defined in Minnesota Statutes section 237.162, provided that the use and equipment comply with all applicable requirements of this title.

Section 26. Section 11-27-3.A of the Zoning Ordinance (Model Homes - Qualification) is hereby amended to read as follows:

- A. The number of model homes within the final plat shall not exceed:
 1. Prior to completion of public infrastructure improvements provided that at least a maintainable Class 5 aggregate base, structurally sufficient to allow public safety access to each building site approved by the City Engineer is installed prior to issuance of a building permit:
 - a: One (1) building per homebuilder or the following, whichever is greater:
 - (1) Plats with less than forty (40) lots:

(a) Two (2) ~~model home~~ single family or detached townhouse buildings.

(b) One (1) two family or townhouse building.

(2) Plats with forty (40) lots or more:

(a) Three (3) ~~model home~~ single family or detached townhouse buildings.

(b) One (1) two family or townhouse building.

b. Construction of more than one (1) model home building allowed under this subsection shall require the buildings be located on abutting lots.

2. After completion of public infrastructure improvements—~~(, including a first lift of asphalt),~~ approved by the City Engineer:

a. Single family or detached townhouse dwellings: Three (3) buildings or ten percent (10%) of the single family or detached townhouse lots within the final plat, whichever is greater.

b. Two family or townhouse dwellings: Six (6) units or 10 percent (10%) of the total number of attached units within the final plat, whichever is greater.

Section 27. Section 11-30-17.C.2 of the Zoning Ordinance (Antennas – Personal Wireless Service Antennas) is hereby amended to read as follows:

2. Antennas Not Located Upon An Existing Structure Or Existing Tower: Personal wireless service antennas not located upon a public structure or tower shall require the processing of an administrative conditional use permit and shall comply with the following standards:

a. If there is no existing structure which meets the height requirements for mounting the antennas, the antennas may be mounted upon a monopole tower not exceeding one hundred fifty feet (150') in height. The tower shall be located on a parcel having a setback equal to the height of the tower measured between the base of the pole or tower located nearest the property line and said property line, unless a qualified engineer specifies in writing that the collapse of the pole or tower will occur within a lesser distance under all foreseeable circumstances.

b. An administrative conditional use permit is issued in compliance with the provisions of chapter 84 of this title.

Section 28. Section 11-30-23.C of the Zoning Ordinance (Antennas – Telecommunications Right-of-Way Users) is hereby repealed in its entirety and amended to read as follows:

C. Conditional Use Permit Required: The following require a conditional use permit based upon procedures set forth in and regulated by chapter 4 of this title. Additionally, each request for a conditional use permit shall be evaluated based upon the standards and criteria set forth in subsection 11-4-3.E and section 11-4-7 of this title.

1. Poles and towers used exclusively for the placement of wireless antennas, provided the pole or tower complies with the standards and criteria set forth in this chapter, except that a conditional use permit shall not be required for a wireless support structure as defined in Minnesota Statutes section 237.162.
2. Ground mounted equipment that exceeds the size limit specified in section 11-30-23.B.2 of this section.

Section 29. Section 11-53-7 of the Zoning Ordinance (RS-4 District – Conditional Uses) is hereby amended to add the following provisions with subsequent sections renumbered accordingly:

H. Single-family detached dwellings; reduction of minimum lot area and width requirements, provided that:

1. Not more than thirty five (35) percent of the lots within the preliminary plat shall have a lot area or width less than the minimums required by Section 11-53-13 of this title.
2. The preliminary plat shall have direct access via minor collector or local streets to an arterial or major collector street as defined by the Comprehensive Plan.
3. Sewer and water utility capacity consistent with the Comprehensive Plan is sufficient and available to accommodate the preliminary plat, subject to review and approval of the City Engineer.
4. The subdivision design shall provide for a curvilinear form of street layout, opposed to a grid pattern, based on consideration for natural and man-made barriers to organize lots and blocks, minimize through traffic, and calm traffic speeds.
5. Lots less than the minimum area and width required by Section 11-53-13 of this title shall comply with the following, subject to additional requirements, exceptions, and modifications set forth in this title:

<u>Lot area:</u>	
<u>Corner</u>	<u>9,520 square feet</u>

<u>Interior</u>	<u>7,500 square feet</u>
<u>Lot width:</u>	
<u>Corner</u>	<u>70 feet</u>
<u>Interior</u>	<u>55 feet</u>
<u>Setbacks:</u>	
<u>Front yards</u>	<u>20 feet to the principal building; and 25 feet to the face of the garage</u>
<u>Rear yards</u>	<u>30 feet</u>
<u>Side yards</u>	<u>7 feet from the adjacent lot, or 20 feet on the side yard abutting a public right of way</u>
<u>Maximum building coverage</u>	<u>40 percent</u>
<u>Buffer yard</u>	<u>Refer to subsection 11-21-9E1 of this title</u>

Section 30. Section 11-57-7.H of the Zoning Ordinance (RST-2 District – Conditional Uses) is hereby repealed and subsequent sections renumbered accordingly:

H. ~~Single family detached dwellings; reduction of minimum lot area and width requirements for a preliminary plat having a net developable area of one hundred (100) acres or greater, provided that:~~

- ~~1. The mean area of all single family lots within the preliminary plat shall be equal to or greater than the minimum lot area required by Section 11-57-15.A of this title.~~
- ~~2. Not more than thirty five (35) percent of the lots within the preliminary plat shall have a lot area or width less than the minimums required by Section 11-57-15.A of this title.~~

<u>Lot area:</u>	<u>-</u>
<u>Corner</u>	<u>9,520 square feet</u>
<u>Interior</u>	<u>7,500 square feet</u>
<u>Lot width:</u>	<u>-</u>
<u>Corner</u>	<u>70 feet</u>
<u>Interior</u>	<u>55 feet</u>
<u>Setbacks:</u>	<u>-</u>
<u>Front yards</u>	<u>20 feet to the principal building; and 25 feet to the face of the garage</u>
<u>Rear yards</u>	<u>30 feet</u>

Side yards	7 feet from the adjacent lot, or 20 feet on the side yard abutting a public right of way
Maximum building coverage	40 percent
Buffer yard	Refer to subsection 11-21-9E1 of this title

3. ~~Lots less than the minimum area and width required by Section 11-57-15.A of this title shall comply with the following, subject to additional requirements, exceptions, and modifications set forth in this title:~~
4. ~~Sewer and water utility capacity consistent with the Comprehensive Plan is sufficient and available to accommodate the preliminary plat, subject to review and approval of the City Engineer.~~
5. ~~The preliminary plat shall have direct access via minor collector or local streets to an arterial or major collector street as defined by the Comprehensive Plan.~~

Section 31. Section 11-57-15.B of the Zoning Ordinance (RST-2 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

B. ~~Detached townhome and two family dwellings:~~

1. ~~Unit Lots: The following minimum unit lot requirements shall be applied to the subdivision of detached townhome and two family dwellings to permit individual private ownership of a single dwelling within such a structure:~~
- a. ~~Lot Area: Detached townhome and two family unit lots shall have sufficient lot area to include the living area, garages, decks, patios, or porches of the individual dwelling units.~~
2. ~~Base Lot Setbacks:~~
- a. ~~A minimum setback of thirty feet (30') shall be required at the periphery of the base lot development.~~
3. ~~Building Setbacks: The following minimum internal setbacks shall be imposed on detached townhome and two family developments that include more than one principal structure on a base lot:~~
- a. ~~Setback between buildings within the same base lot preliminary platted after April 5, 2004, shall maintain a minimum separation of fourteen feet (14').~~

b. ~~Buildings shall be set back a minimum of twenty feet (20') from public rights of way except that the garage face shall be set back twenty five feet (25') from public rights of way.~~

c. ~~A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.~~

B. Detached townhome and two-family dwellings. The following minimum unit and base lot requirements shall be applied to the subdivision of detached townhome and two-family dwellings to permit individual private ownership of a single dwelling within a structure:

1. Unit Lots. Unit lots shall have sufficient lot area to include the living area, garage, decks, patios, or porches of the individual dwelling units.

2. Base Lot Setbacks. A minimum setback of ten feet (10') shall be required at the periphery of the base lot.

3. Setbacks Between Buildings. A minimum setback of fourteen feet (14') shall be required between buildings within the same base lot.

4. Setback from Public Rights-of-Way. Buildings shall be set back a minimum of twenty feet (20') from public rights of way, except that the garage face shall be set back twenty five feet (25') from public rights of way.

5. Wetlands. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.

Section 32. Section 11-57-15.A of the Zoning Ordinance (RST-2 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

A. Single-family detached dwellings:

Lot area:		
Corner		40,200 <u>9,520</u> square feet
Interior		8,400 <u>7,500</u> square feet
Lot width:		
Corner		85 <u>70</u> feet
Interior		70 <u>55</u> feet
Setbacks:		
Front yards		20 feet to the principal building; and 25 feet to the face of the garage

	Rear yards	30 feet
	Side yards	7 feet from the adjacent lot, or 20 feet on the side yard abutting a public right of way
	Maximum building coverage	40 percent
	Buffer yard	Refer to subsection 11-21-9E1 of this title

Section 33. Section 11-57-19.B.3 of the Zoning Ordinance (RST-2 District – Two Family and Detached Townhome Design and Construction Standards) is hereby amended to read as follows:

3. ~~Exterior Building Finish, Detached Townhome Dwelling And Two Family Dwelling Units: The exterior of detached townhome and two family dwelling units shall include a variation in building materials which are to be distributed throughout the building elevations and coordinated into the architectural design of the structure to create an architecturally balanced appearance. In addition, detached townhome and two family dwelling structures shall comply with the following requirements:~~
 - a. ~~A minimum of twenty five percent (25%) of the area of each elevation of a structure shall have an exterior finish of brick, stucco and/or natural or artificial stone.~~
 - b. ~~Except for brick, stucco, and/or natural or artificial stone, no single elevation shall have more than seventy five percent (75%) of one type of exterior finish.~~
 - c. ~~Except for brick, stucco, and/or natural or artificial stone, no townhome dwelling structure shall have more than sixty percent (60%) of all elevations of one type of exterior finish.~~
 - d. ~~For the purpose of this section:~~
 - (1) ~~The area of the elevation shall not include area devoted to windows, entrance doors, garage doors, or roof areas.~~
 - (2) ~~Variations in texture or style (i.e., lap siding versus shake shingle siding) shall be considered as different materials meeting the requirements of this section.~~
 - (3) ~~Integral colored split face (rock face) concrete block or cement fiberboard shall qualify for meeting the brick, stucco and/or natural or artificial stone exterior material requirements for any elevation of a building that is not its front defined by the primary exterior entrance. If these materials are used to meet the brick, stucco~~

~~and/or natural or artificial stone exterior material requirement for the other elevations, the material shall extend the full width of the foundation adjacent at ground level and shall be used for at least sixty percent (60%) of the area of that elevation.~~

3. Exterior Building Finish: The exterior of detached townhome and two-family dwelling units shall include a variation in building materials that are to be distributed throughout the building elevations and coordinated into the architectural design of the structure to create an architecturally balanced appearance and shall comply with the following requirements:

a. Except for brick, stucco, and/or natural or artificial stone, no single elevation shall have more than seventy five percent (75%) of one type of exterior finish.

b. Except for brick, stucco, and/or natural or artificial stone, no townhome dwelling structure shall have more than sixty percent (60%) of all elevations of one type of exterior finish.

c. For the purpose of this section:

(1) The area of the elevation shall not include area devoted to windows, entrance doors, garage doors, or roof areas.

(2) Variations in texture or style (i.e., lap siding versus shake shingle siding) shall be considered as different materials meeting the requirements of this section.

(3) Integral colored split face (rock face) concrete block, cement fiberboard, or engineered wood shall be considered the same as brick, stucco, and/or natural or artificial stone exterior materials for any elevation of a building that is not its front defined by the primary exterior entrance.

Section 34. Section 11-57-19.C.2 of the Zoning Ordinance (RST-2 District – Two Family and Detached Townhome Design and Construction Standards) is hereby amended to read as follows:

2. Garages shall comply with the following minimum size standardsMinimum Requirements:

a. For dwellings with basements: Garages shall have a minimum area of four hundred forty (440) square feet.

b. ~~For dwellings without basements: Five hundred forty (540) square feet.~~

eb. ~~Garages shall be a minimum of twenty feet (20') in width measured by interior dimensions.~~

Section 35. Section 11-58-17 of the Zoning Ordinance (RM-1 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

11-58-17: LOT REQUIREMENTS AND SETBACKS: ~~The following minimum requirements shall be observed in an RM-1 district subject to additional requirements, exceptions and modifications set forth in this title:~~

A. ~~Single Family Detached Dwellings:~~

Lot area:		
Corner		10,200 square feet
Interior		8,400 square feet
Lot width:		
Corner		85 feet
Interior		70 feet
Setbacks:		
Front yards		20 feet to the principal building; and 25 feet to the face of the garage
Rear yards		30 feet
Side yards		7 feet from the adjacent lot, or 20 feet on the side yard abutting a public right of way
Maximum building coverage		40 percent

~~Buffer yard requirements as applicable to the RS-4 district shall apply to single family lots within the RM-1 district.~~

B. ~~Two Family And Townhome Dwellings:~~

1. ~~Unit Lots: The following minimum unit lot requirements shall be applied to the subdivision of detached townhome and two-family dwellings to permit individual private ownership of a single dwelling within such a structure:~~

a. ~~Lot Area: Detached townhome and two-family unit lots shall have sufficient lot area to include the living area, garages, decks, patios, or porches of the individual dwelling units.~~

2. ~~Base Lot Setbacks:~~

- a. ~~A minimum setback of thirty feet (30') shall be required at the periphery of the base lot development.~~

3. ~~Building Setbacks: The following minimum internal setbacks shall be imposed on detached townhome and two-family developments that include more than one principal structure on a base lot:~~

- a. ~~Setback between buildings within the same base lot preliminary platted after April 5, 2004, shall maintain a minimum separation of fourteen feet (14').~~

- b. ~~Buildings shall be set back a minimum of twenty feet (20') from public rights of way except that the garage face shall be set back twenty five feet (25') from public rights of way.~~

- c. ~~A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.~~

4. ~~Buffer Yard: The additional screening and lot requirements of subsection 11-21-9E of this title shall apply.~~

11-58-17: LOT REQUIREMENTS AND SETBACKS: The following minimum unit and base lot requirements shall be observed in an RM-1 District, subject to additional requirements, exceptions and modifications set forth in this title, and applied to the subdivision of detached townhome, two-family, and townhome dwellings to permit individual private ownership of a single dwelling within such a structure:

A. Unit Lots. Unit lots shall have sufficient lot area to include the living area, garages, decks, patios, or porches of the individual dwelling units.

B. Base Lot Setbacks. A minimum setback of ten feet (10') shall be required at the periphery of the base lot.

C. Setbacks Between Buildings. A minimum setback of fourteen feet (14') shall be required between buildings within the same base lot.

D. Setbacks from Public Rights-of-Way. Buildings shall be set back a minimum of twenty feet (20') from public rights of way, except that the garage face shall be set back twenty five feet (25') from public rights of way.

E. Private Drive Setbacks. Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives.

F. Wetlands. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.

G. Buffer Yard: The additional screening and lot requirements of subsection 11-21-9E of this title shall apply.

Section 36. Section 11-58-21.B.3 of the Zoning Ordinance (RM-1 District –Design and Construction Standards) is hereby amended to read as follows:

- ~~3. Exterior Building Finish, Detached Townhome Dwelling, Two Family, And Townhouse Dwelling Units: The exterior of detached townhome, two family, and townhouse dwelling units shall include a variation in building materials which are to be distributed throughout the building elevations and coordinated into the architectural design of the structure to create an architecturally balanced appearance. In addition, detached townhome, two family, and townhouse dwelling structures shall comply with the following requirements:~~
- ~~a. A minimum of twenty five percent (25%) of the area of each elevation of a structure shall have an exterior finish of brick, stucco, and/or natural or artificial stone.~~
 - ~~b. Except for brick, stucco, and/or natural or artificial stone, no single elevation shall have more than seventy five percent (75%) of one type of exterior finish.~~
 - ~~c. Except for brick, stucco, and/or natural or artificial stone, no townhome dwelling structure shall have more than sixty percent (60%) of all elevations of one type of exterior finish.~~
 - ~~d. For the purpose of this section:~~
 - ~~(1) The area of the elevation shall not include area devoted to windows, entrance doors, garage doors, or roof areas.~~
 - ~~(2) Variations in texture or style (i.e., lap siding versus shake shingle siding) shall be considered as different materials meeting the requirements of this section.~~
 - ~~(3) Integral colored split face (rock face) concrete block or cement fiberboard shall qualify for meeting the brick, stucco and/or natural or artificial stone exterior material requirements for any elevation of a building that is not its front defined by the primary exterior entrance. If these materials are used to meet the brick, stucco~~

~~and/or natural or artificial stone exterior material requirement for the other elevations, the material shall extend the full width of the foundation adjacent at ground level and shall be used for at least sixty percent (60%) of the area of that elevation.~~

3. Exterior Building Finish: The exterior of detached townhome, two-family and townhome dwelling units shall include a variation in building materials that are to be distributed throughout the building elevations and coordinated into the architectural design of the structure to create an architecturally balanced appearance and shall comply with the following requirements:

a. Except for brick, stucco, and/or natural or artificial stone, no single elevation shall have more than seventy five percent (75%) of one type of exterior finish.

b. Except for brick, stucco, and/or natural or artificial stone, no townhome dwelling structure shall have more than sixty percent (60%) of all elevations of one type of exterior finish.

c. For the purpose of this section:

(1) The area of the elevation shall not include area devoted to windows, entrance doors, garage doors, or roof areas.

(2) Variations in texture or style (i.e., lap siding versus shake shingle siding) shall be considered as different materials meeting the requirements of this section.

(3) Integral colored split face (rock face) concrete block, cement fiberboard, or engineered wood shall be considered the same as brick, stucco, and/or natural or artificial stone exterior materials for any elevation of a building that is not its front defined by the primary exterior entrance.

Section 37. Section 11-58-21.C.2 of the Zoning Ordinance (RM-1 District – Design and Construction Standards) is hereby amended to read as follows:

2. Garages shall comply with the following minimum size standards~~Minimum Requirements:~~

a. For dwellings with basements: FGarages shall have a minimum area of four hundred forty (440) square feet.

b. For dwellings without basements: Five hundred forty (540) square feet.

- eb. Garages shall be a minimum of twenty feet (20') in width ~~measured by interior dimensions.~~

Section 38. Section 11-59-17 of the Zoning Ordinance (RM-2 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

~~**11-59-17: LOT REQUIREMENTS AND SETBACKS:** The following minimum requirements shall be observed in an RM-2 district subject to additional requirements, exceptions and modifications set forth in this title:~~

~~A. Two Family And Townhome Dwellings:~~

- ~~1. Unit Lots: The following minimum unit lot requirements shall be applied to the subdivision of detached townhome and two family dwellings to permit individual private ownership of a single dwelling within such a structure:
 - ~~a. Lot Area: Detached townhome and two family unit lots shall have sufficient lot area to include the living area, garages, decks, patios, or porches of the individual dwelling units.~~~~
- ~~2. Base Lot Setbacks:
 - ~~a. A minimum setback of thirty feet (30') shall be required at the periphery of the base lot development.~~~~
- ~~3. Building Setbacks: The following minimum internal setbacks shall be imposed on detached townhome and two family developments that include more than one principal structure on a base lot:
 - ~~a. Setback between buildings within the same base lot preliminary platted after April 5, 2004, shall maintain a minimum separation of fourteen feet (14').~~
 - ~~b. Buildings shall be set back a minimum of twenty feet (20') from public rights of way except that the garage face shall be set back twenty five feet (25') from public rights of way.~~
 - ~~c. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.~~~~
- ~~4. Buffer Yard: The additional screening and lot requirements of subsection 11-21-9E of this title shall apply.~~

11-59-17: LOT REQUIREMENTS AND SETBACKS: The following minimum unit and base lot requirements shall be observed in an RM-2 District, subject to additional requirements, exceptions and modifications set forth in this title, and applied to the subdivision of detached townhome, two-family, and townhome dwellings to permit individual private ownership of a single dwelling within such a structure:

- A. Unit Lots. Unit lots shall have sufficient lot area to include the living area, garages, decks, patios, or porches of the individual dwelling units.
- B. Base Lot Setbacks. A minimum setback of ten feet (10') shall be required at the periphery of the base lot.
- C. Setbacks Between Buildings. A minimum setback of fourteen feet (14') shall be required between buildings within the same base lot.
- D. Setbacks from Public Rights-of-Way. Buildings shall be set back a minimum of twenty feet (20') from public rights of way, except that the garage face shall be set back twenty five feet (25') from public rights of way.
- E. Private Drive Setbacks. Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives.
- F. Wetlands. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.
- G. Buffer Yard: The additional screening and lot requirements of subsection 11-21-9E of this title shall apply.

Section 39. Section 11-59-21.B.3 of the Zoning Ordinance (RM-2 District –Design and Construction Standards) is hereby amended read as follows:

- ~~3. Exterior Building Finish, Detached Townhome Dwelling, Two Family, And Townhouse Dwelling Units: The exterior of detached townhome, two family, and townhouse dwelling units shall include a variation in building materials which are to be distributed throughout the building elevations and coordinated into the architectural design of the structure to create an architecturally balanced appearance. In addition, detached townhome, two family, and townhouse dwelling structures shall comply with the following requirements:~~
 - ~~a. A minimum of twenty five percent (25%) of the area of each elevation of a structure shall have an exterior finish of brick, stucco and/or natural or artificial stone.~~

- b. ~~Except for brick, stucco, and/or natural or artificial stone, no single elevation shall have more than seventy five percent (75%) of one type of exterior finish.~~
- c. ~~Except for brick, stucco, and/or natural or artificial stone, no townhome dwelling structure shall have more than sixty percent (60%) of all elevations of one type of exterior finish.~~
- d. ~~For the purpose of this section:~~
 - (1) ~~The area of the elevation shall not include area devoted to windows, entrance doors, garage doors, or roof areas.~~
 - (2) ~~Variations in texture or style (i.e., lap siding versus shake shingle siding) shall be considered as different materials meeting the requirements of this section.~~
 - (3) ~~Integral colored split face (rock face) concrete block or cement fiberboard shall qualify for meeting the brick, stucco and/or natural or artificial stone exterior material requirements for any elevation of a building that is not its front defined by the primary exterior entrance. If these materials are used to meet the brick, stucco and/or natural or artificial stone exterior material requirement for the other elevations, the material shall extend the full width of the foundation adjacent at ground level and shall be used for at least sixty percent (60%) of the area of that elevation.~~

3. Exterior Building Finish: The exterior of detached townhome, two-family and townhome dwelling units shall include a variation in building materials that are to be distributed throughout the building elevations and coordinated into the architectural design of the structure to create an architecturally balanced appearance and shall comply with the following requirements:

- a. Except for brick, stucco, and/or natural or artificial stone, no single elevation shall have more than seventy five percent (75%) of one type of exterior finish.
- b. Except for brick, stucco, and/or natural or artificial stone, no townhome dwelling structure shall have more than sixty percent (60%) of all elevations of one type of exterior finish.
- c. For the purpose of this section:

- (1) The area of the elevation shall not include area devoted to windows, entrance doors, garage doors, or roof areas.
- (2) Variations in texture or style (i.e., lap siding versus shake shingle siding) shall be considered as different materials meeting the requirements of this section.
- (3) Integral colored split face (rock face) concrete block, cement fiberboard, or engineered wood shall be considered the same as brick, stucco, and/or natural or artificial stone exterior materials for any elevation of a building that is not its front defined by the primary exterior entrance.

Section 40. Section 11-59-21.C.2 of the Zoning Ordinance (RM-2 District – Design and Construction Standards) is hereby amended to read as follows:

2. ~~Garages shall comply with the following minimum size standards~~Minimum Requirements:
 - a. ~~For dwellings with basements: F~~Garages shall have a minimum area of four hundred forty (440) square feet.
 - b. ~~For dwellings without basements: Five hundred forty (540) square feet.~~
 - eb. ~~Garages shall be a minimum of twenty feet (20') in width measured by interior dimensions.~~

Section 41. Section 11-60-17 of the Zoning Ordinance (RM-3 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

11-60-17: LOT REQUIREMENTS AND SETBACKS: The following minimum requirements shall be observed in an RM-3 district subject to additional requirements, exceptions and modifications set forth in this title:

A. ~~Detached Townhouse, Two Family And Townhome Dwellings:~~

1. ~~Unit Lots: The following minimum unit lot requirements shall be applied to the subdivision of two family or townhome dwellings to permit individual private ownership of a single dwelling within such a structure:~~
 - a. ~~Lot Area: Detached townhouse, two family or townhome unit lots shall have sufficient lot area to include the living area, garages, decks, patios or porches of the individual dwelling units.~~

2. ~~Base Lot Setbacks:~~

- a. ~~A minimum setback of ten feet (10') shall be required at the periphery of the base lot development.~~

3. ~~Building Setbacks: The following minimum internal setbacks shall be imposed on medium density developments that include more than one (1) principal structure on a base lot:~~

- a. ~~Minimum setback between buildings within the same base lot: Fourteen feet (14').~~
- b. ~~Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives, thirty feet (30') from major collector or arterial streets and ten feet (10') from other public rights of way except that the garage face shall be set back twenty five feet (25') from public rights of way.~~
- c. ~~A protective natural buffer and setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.~~

11-60-17: LOT REQUIREMENTS AND SETBACKS: The following minimum unit and base lot requirements shall be observed in an RM-3 District, subject to additional requirements, exceptions and modifications set forth in this title, and applied to the subdivision of two-family and townhome dwellings to permit individual private ownership of a single dwelling within a structure:

- A. Unit Lots. Unit lots shall have sufficient lot area to include the living area, garages, decks, patios, or porches of the individual dwelling units.
- B. Base Lot Setbacks. A minimum setback of ten feet (10') shall be required at the periphery of the base lot.
- C. Setbacks Between Buildings. A minimum setback of fourteen feet (14') shall be required between buildings within the same base lot.
- D. Setbacks from Public Rights-of-Way. Buildings shall be set back a minimum of thirty feet (30') from major collector or arterial streets and ten feet (10') from other public rights of way, except that the garage face shall be set back twenty five feet (25') from public rights of way.
- E. Private Drive Setbacks. Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives.
- F. Wetlands. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.

Section 42. Section 11-60-21.B.3 of the Zoning Ordinance (RM-3 District – Design and Construction Standards) is hereby amended to read as follows:

3. Exterior Building Finish, ~~Detached Townhome Dwelling, Two Family, And Townhouse Dwelling Units~~: The exterior of principal and accessory structures shall include a variation in building materials ~~which~~that are to be distributed throughout the building elevations and coordinated into the architectural design of the structure to create an architecturally balanced appearance to comply with the following requirements:
 - a. Allowed exterior finish materials, not including for use on facias, trim, or roof, shall be limited to brick, stucco, natural or artificial stone, split face (rock face) concrete block, engineered wood siding, and/or cement fiberboard.
 - b. A minimum of twenty five percent (25%) of the area of each elevation of a townhouse structure shall have an exterior finish of brick, stucco, and/or natural or artificial stone.
 - c. Except for brick, stucco, and/or natural or artificial stone, no single elevation shall have more than seventy five percent (75%) of one (1) type of exterior finish.
 - d. Except for brick, stucco, and/or natural or artificial stone, no townhome dwelling structure shall have more than sixty percent (60%) of all elevations of one type of exterior finish.
 - e. For the purpose of this section:
 - (1) The area of the elevation shall not include area devoted to windows, entrance doors, garage doors, or roof areas.
 - (2) Variations in texture or style (i.e., lap siding versus shake shingle siding) shall be considered as different materials meeting the requirements of this section.
 - (3) Integral colored split face (rock face) concrete block, engineered wood siding, ~~or cement fiberboard,~~ or engineered wood shall qualify for meeting the brick, stucco, and/or natural or artificial stone exterior material requirements for any elevation of a building that is not its front defined by the primary exterior entrance.

Section 43. Section 11-61-11.F of the Zoning Ordinance (RH-1 District – Uses by Administrative Permit) is hereby repealed with subsequent sections renumbered accordingly:

~~F. Renting of rooms within an owner occupied single family dwelling to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:~~

~~1. The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~

~~2. There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~

Section 44. Section 11-61-13.A of the Zoning Ordinance (RH-1 District – Development Density) is hereby amended to read as follows:

A. Townhome dwellings: Five thousand (5,000) Three thousand eight hundred (3,800) square feet per unit.

Section 45. Section 11-61-15 of the Zoning Ordinance (RH-1 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

~~**11-61-15: LOT REQUIREMENTS AND SETBACKS:** The following minimum requirements shall be observed in an RH-1 district subject to additional requirements, exceptions and modifications set forth in this title:~~

~~A. Base Lot Minimums: Within the RH-1 district, the following minimum base lot requirements shall be imposed. The base lot shall represent the smallest lot or parcel which may accommodate development within the framework of the permitted density of section 11-61-13 of this chapter prior to subdivision of unit lots.~~

~~1. Lot area: Twenty thousand (20,000) square feet.~~

~~2. Lot width: One hundred feet (100').~~

~~B. Unit Lots; Two-Family And Townhome Units: The following minimum unit lot requirements shall be applied to the subdivision of two-family dwellings or townhomes to permit individual private ownership of a single dwelling within such a structure:~~

~~1. Lot Area: Two-family or townhome unit lots shall have sufficient lot area to include the living area, garages, decks, patios or porches of the individual dwelling units.~~

~~C. Unit Lots; Single-Family Detached Dwellings: Lot sizes and setback requirements for transitional single-family detached dwellings required by section 11-61-23 of this chapter~~

shall be subject to the same standards imposed by the abutting residential district for which the transition is intended to buffer.

D. ~~Base Lot Setbacks: A minimum setback of thirty feet (30') shall be required at the periphery of the base lot development.~~

E. ~~Building Setbacks: The following minimum internal setbacks shall be imposed on developments that include more than one principal structure on a base lot:~~

1. ~~Minimum setback between buildings within the same base lot preliminary platted after April 5, 2004:~~

a. ~~Detached townhome: Fourteen feet (14').~~

b. ~~Townhome: Twenty feet (20').~~

c. ~~Multiple family: Twenty five feet (25').~~

2. ~~Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives, twenty feet (20') from public rights of way except that the garage face shall be set back twenty five feet (25') from public rights of way, and fifteen feet (15') from parking areas.~~

3. ~~A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.~~

F. ~~Buffer Yard: The additional screening and lot requirements of subsection 11-21-9E of this title shall apply~~

11-61-15: LOT REQUIREMENTS AND SETBACKS: The following minimum requirements shall be observed in an RH-1 district subject to additional requirements, exceptions, and modifications set forth in this title:

A. Base Lot Minimums: Within the RH-1 district, the following minimum base lot requirements shall be imposed. The base lot shall represent the smallest lot or parcel which may accommodate development within the framework of the permitted density of section 11-61-13 of this chapter prior to subdivision of unit lots.

1. Lot area: Twenty thousand (20,000) square feet.

2. Lot width: One hundred feet (100').

- B. Unit Lots: Unit lots shall have sufficient lot area to include the living area, garage, decks, patios, or porches of the individual dwelling units for the subdivision of townhomes to permit individual private ownership of a single dwelling within a structure.
- C. Base Lot Setbacks. A minimum setback of ten feet (10') shall be required at the periphery of the base lot.
- D. Minimum Setbacks Between Buildings Within the Same Base Lot:
1. Townhome: Fourteen feet (14').
 2. Multiple Family: Twenty feet (20').
- E. Setbacks from Public Rights-of-Way. Buildings shall be set back a minimum of twenty feet (20') from public rights of way, except that the garage face shall be set back twenty five feet (25') from public rights of way.
- F. Private Drive and Parking Area Setbacks. Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives and fifteen feet (15') from off-street parking areas.
- G. Wetlands. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.
- H. Buffer Yard: The additional screening and lot requirements of subsection 11-21-9E of this title shall apply.

Section 46. Section 11-61-19.A of the Zoning Ordinance (RH-1 District – Design and Construction Standards) is hereby amended to read as follows:

- A. Design and construction standards for townhome uses shall be as provided for within the RM-3 District specified in section 11-5860-21 of this title.

Section 47. Section 11-61-23 of the Zoning Ordinance (RH-1 District – Transition Requirements and Setbacks) is hereby amended to read as follows:

11-61-23: TRANSITION REQUIREMENT: Any RH-1 zoned property abutting an RS-1, RS-2, RS-3, RS-4, RS-CBD district shall have a minimum of one (1) tier of ~~single family detached, two-family dwelling lots, or detached~~ townhomes bordering such a district and shall be subject to the same lot and building standards as the ~~RST-2~~RM-1 district. Exemptions to the provisions of this section may be granted subject to the approval of an administrative permit at the time of development, provided one (1) or more of the following conditions exist:

- A. The properties are separated by a major collector or arterial street.

- B. The abutting land use is a nonresidential use allowed in the district in which it is located.
- C. The properties are separated by a railroad right of way, wetland, water body, floodplain, public open space, park or other such similar publicly reserved and development restricted area with a minimum width of one hundred feet (100') across its entire length.

Section 48. Section 11-62-11.F of the Zoning Ordinance (RH-2 District – Uses by Administrative Permit) is hereby repealed:

- ~~F. Renting of rooms within an owner occupied single family dwelling to not more than two (2) individuals who are each unrelated to the principal family as an accessory use provided that:
 - ~~1. The property owner shall not enter into a rental agreement with more than two (2) individuals within a thirty (30) day period.~~
 - ~~2. There shall be one off street parking stall provided for each rental occupant on the property in addition to the parking stalls required by chapter 19 of this title.~~~~

Section 49. Section 11-62-15 of the Zoning Ordinance (RH-2 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

~~**11-62-15: LOT REQUIREMENTS AND SETBACKS:** The following minimum requirements shall be observed in an RH-2 district subject to additional requirements, exceptions and modifications set forth in this title:~~

- ~~A. Base Lot Minimums: Within the RH-2 district, the following minimum base lot requirements shall be imposed. The base lot shall represent the smallest lot or parcel which may accommodate development within the framework of the permitted density of section 11-62-13 of this chapter prior to subdivision of unit lots.
 - ~~1. Lot area: Twenty thousand (20,000) square feet.~~
 - ~~2. Lot width: One hundred feet (100').~~~~
- ~~B. Unit Lots; Two-Family And Townhome Units: The following minimum unit lot requirements shall be applied to the subdivision of two-family dwellings or townhomes to permit individual private ownership of a single dwelling within such a structure:
 - ~~1. Lot Area: Two-family or townhome unit lots shall have sufficient lot area to include the living area, garages, decks, patios or porches of the individual dwelling units.~~~~

- C. ~~Unit Lots; Single Family Detached Dwellings: Lot sizes and setback requirements for transitional single family detached dwellings required by section 11-62-23 of this chapter shall be subject to the same standards imposed by the abutting residential district for which the transition is intended to buffer.~~
- D. ~~Base Lot Setbacks: A minimum setback of thirty feet (30') shall be required at the periphery of the base lot development.~~
- E. ~~Building Setbacks: The following minimum internal setbacks shall be imposed on developments that include more than one principal structure on a base lot:~~
1. ~~Minimum setback between buildings within the same base lot preliminary platted after April 5, 2004:~~
 - a. ~~Detached townhome: Fourteen feet (14').~~
 - b. ~~Townhome: Twenty feet (20').~~
 - c. ~~Multiple family: Twenty five feet (25').~~
 2. ~~Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives, twenty feet (20') from public rights of way except that the garage face shall be set back twenty five feet (25') from public rights of way, and fifteen feet (15') from parking areas.~~
 3. ~~A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.~~
- F. ~~Buffer Yard: The additional screening and lot requirements of subsection 11-21-9E of this title shall apply~~

11-62-15: LOT REQUIREMENTS AND SETBACKS: The following minimum requirements shall be observed in an RH-2 district subject to additional requirements, exceptions and modifications set forth in this title:

- A. Base Lot Minimums: Within the RH-2 district, the following minimum base lot requirements shall be imposed. The base lot shall represent the smallest lot or parcel which may accommodate development within the framework of the permitted density of section 11-62-13 of this chapter prior to subdivision of unit lots.
1. Lot area: Twenty thousand (20,000) square feet.
 2. Lot width: One hundred feet (100').

- B. Unit Lots: Unit lots shall have sufficient lot area to include the living area, garage, decks, patios, or porches of the individual dwelling units for the subdivision of two-family dwellings or townhomes to permit individual private ownership of a single dwelling within a structure.
- C. Base Lot Setbacks. A minimum setback of ten feet (10') shall be required at the periphery of the base lot.
- D. Minimum Setbacks Between Buildings Within The Same Base Lot:
1. Townhome: Fourteen feet (14').
 2. Multiple Family: Twenty feet (20').
- E. Setbacks from Public Rights-of-Way. Buildings shall be set back a minimum of twenty feet (20') from public rights of way, except that the garage face shall be set back twenty five feet (25') from public rights of way.
- F. Private Drive and Parking Area Setbacks. Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives and fifteen feet (15') from off-street parking areas.
- G. Wetlands. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.
- H. Buffer Yard: The additional screening and lot requirements of subsection 11-21-9.E of this title shall apply.

Section 50. Section 11-62-19.A of the Zoning Ordinance (RH-2 District – Design and Construction Standards) is hereby amended to read as follows:

- A. Design and construction standards for townhome uses shall be as provided for within the RM-3 District specified in section 11-~~58~~60-21 of this title.

Section 51. Section 11-62-23 of the Zoning Ordinance (RH-2 District – Transition Requirements and Setbacks) is hereby amended to read as follows:

11-62-23: TRANSITION REQUIREMENT: Any RH-2 zoned property abutting an RS-1, RS-2, RS-3, RS-4, RS-CBD district shall have a minimum of one (1) tier of ~~single family detached, two-family dwelling lots, or detached~~ townhomes bordering such a district and shall be subject to the same lot and building standards as the ~~RST-2~~RM-1 district. Exemptions to the provisions of this section may be granted subject to the approval of an administrative permit at the time of development, provided one (1) or more of the following conditions exist:

- A. The properties are separated by a major collector or arterial street.

- B. The abutting land use is a nonresidential use allowed in the district in which it is located.
- C. The properties are separated by a railroad right of way, wetland, water body, floodplain, public open space, park or other such similar publicly reserved and development restricted area with a minimum width of one hundred feet (100') across its entire length.

Section 52. Section 11-63-3 of the Zoning Ordinance (RH-CBD District – Processing) is hereby repealed in its entirety and amended to read as follows:

11-63-3: DOWNTOWN DEVELOPMENT GUIDE: Those permitted uses, conditional uses, interim uses, and uses by administrative permit provided for by this chapter within the RH-CBD district shall only be allowed provided that the specific property is guided for such uses by the Comprehensive Plan and Downtown Development Guide.

Section 53. Section 11-63-5 of the Zoning Ordinance (RH-CBD District – Permitted Uses) is hereby amended to add the following provision with subsequent sections renumbered accordingly:

B. Multiple family dwellings.

Section 54. Section 11-63-9.E of the Zoning Ordinance (RH-CBD District – Conditional Uses) is hereby repealed in its entirety with subsequent sections renumbered accordingly.

~~E. Multiple family dwellings, provided that:~~

- ~~1. The property shall be guided for high density residential use by the Comprehensive Plan and Downtown Development Guide.~~

Section 55. Section 11-75-3.L of the Zoning Ordinance (OP District – Permitted Uses) is hereby repealed in its entirety with subsequent sections renumbered accordingly.

~~L. Data centers.~~

Section 56. Section 11-75-7 of the Zoning Ordinance (OP District – Conditional Uses) is hereby repealed in its entirety with subsequent sections renumbered accordingly.

D. Data centers.

Section 56. Section 11-96-3 of the Zoning Ordinance (PUD District – Application) is hereby amended read to as follows:

11-96-3: APPLICATION: ~~Except for the portion of the city defined as the central area by the comprehensive plan, a~~ PUD district shall not be established for parcels guided for ~~low density~~

~~residential, rural or agricultural land uses by the comprehensive plan with a district area less than three hundred twenty (320) acres, except to allow for public or quasi-public uses.~~

Section 57. This ordinance shall be effective immediately upon its passage and publication according to law.

(remainder of page intentionally blank signatures follow)

ADOPTED by the Lakeville City Council this _____ day of _____, 2025.

CITY OF LAKEVILLE

BY: _____
Luke Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE SUBDIVISION ORDINANCE AND ZONING ORDINANCE
OF THE LAKEVILLE CITY CODE

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section 10-4-3.A of the Subdivision Ordinance (Design Standards – Streets and Alleys) is hereby amended to read as follows:

A. Streets, Continuous:

1. The arrangement of arterial and collector streets shall be considered in their relation to the reasonable circulation of traffic, to topographic conditions, to runoff of stormwater, to public convenience and safety, and in their appropriate relation to the proposed uses of the area to be served in accordance with Comprehensive Plan.
2. Streets within a plat shall connect with existing streets already dedicated in abutting subdivisions, or provide for future connections to adjoining unsubdivided tracts by providing a reasonable projection of streets constructed to the plat line and including a temporary cul-de-sac.
3. For streets within a plat connecting to existing streets in an abutting subdivision that were terminated at the plat line with a temporary cul-de-sac, the subdivider of the connecting plat shall be responsible at their cost for removal of the temporary cul-de-sac, replacement of the curb and street, and restoration of the boulevard and yard.

Section 2. Section 10-4-3.D.1 of the Subdivision Ordinance (Design Standards – Streets and Alleys) is hereby amended to read as follows:

1. In those instances where a street is terminated pending future extension in conjunction with future subdivision and there is more than two hundred feet (200') or more than two (2) dwelling units accessed between the dead end and the

nearest intersection, a temporary turnaround shall be provided at the closed end in conformance with cul-de-sac requirements.

Section 3. Section 10-6-2 of the Subdivision Ordinance (Administration and Enforcement - Variances, Planning Commission Recommendations, Standards) is hereby repealed in its entirety and amended to read as follows:

10-6-2: VARIANCES:

- A. Board of Adjustment. The city council shall act as the board of adjustments and appeals.
- B. Findings:
 - 1. The planning commission may recommend, and the board of adjustment may approve a variance from the minimum standards of this title (not procedural provisions) when, in its opinion, the requirements of Section 10-6-2.B.3 have been met.
 - 2. In recommending any variance, the planning commission shall prescribe and the board of adjustment shall impose any conditions related to and bearing a rough proportionality to the impact created by the variance that it deems necessary to or desirable for the public interest.
 - 3. The planning commission shall not recommend and the board of adjustment shall not approve any variance request unless they find failure to grant the variance will result in practical difficulties. " Practical difficulties" means that the property owner proposes to use the property in a reasonable manner not permitted by this title, the plight of the landowner is due to circumstances unique to the property not caused by the landowner, and the granting of the variance will not alter the essential character of the neighborhood in which the land is located. Economic considerations alone do not constitute practical difficulties. Practical difficulties includes, but is not limited to, inadequate access to direct sunlight for solar energy systems. The following criteria must also be met:
 - a. That the variance would be consistent with the comprehensive plan.
 - b. That the variance would be in harmony with the general purposes and intent of this title.
 - c. That the variance would not allow a use that is not permitted in the zoning district in which the subject property is located, except as allowed by section 10-6-2.B.5 of this section.
 - 4. Variances shall be granted for earth sheltered construction, as defined in Minnesota Statutes, Section 216C.06, subd. 14, when in harmony with this title.

5. Variances may be permitted for the temporary use of a single-family dwelling as a two-family dwelling.
- C. Procedures. Pursuant to Minnesota statutes 15.99, an application for a variance shall be approved or denied within sixty (60) days from the date of its complete submission unless extended by the city pursuant to statute or a time waiver is granted by the applicant.
1. Requests for a variance shall be filed with the zoning administrator on an official application form.
 2. The application shall be considered as being officially submitted complete when the applicant has complied with all of the following information requirements:
 - a. A written description of the request for the variance, including an explanation of compliance with the variance criteria set forth in section 10-6-2.B of this section.
 - b. Supporting materials as determined by the zoning administrator as applicable to be necessary for the complete and clear definition and understanding of the request.
 - c. A fee as established by ordinance in accordance with Section 11-1-19 of this title, which shall not be refunded.
 - d. A list of property owners located within five hundred feet (500') of the subject property obtained from and certified by an abstract company.
 - e. Certification that there are no delinquent property taxes, special assessments, interest, or city utility fees due upon the parcel of land to which the variance application relates.
 3. If a variance application is deemed to be incomplete by the zoning administrator, the applicant shall be notified in writing of what information must be provided within fifteen (15) business days of the notice of incompleteness in order for the application to be deemed complete. Failure to provide the required information within fifteen (15) business days shall result in the application being denied as incomplete.
 4. Once a variance application is deemed complete by the zoning administrator, the zoning administrator shall direct the application materials to the appropriate city staff to assist the planning commission with developing a recommendation on the application to the board of adjustment. City staff may request additional information from the applicant concerning operational factors or retain expert testimony with the consent and at the expense of the applicant concerning operational factors.

5. A public hearing before the planning commission shall be scheduled to consider the variance application once deemed complete by the Zoning Administrator. The applicant or the applicant's representative shall have an opportunity to appear and discuss the requested variance at the public hearing.
6. Notice of the public hearing before the planning commission shall be mailed to all property owners within five hundred feet (500') of the property to which the variance relates no later than ten (10) days in advance of the public hearing. Failure of a property owner to receive notice shall not invalidate the variance proceedings.
7. The planning commission shall issue a recommendation and findings of fact to the board of adjustment no later than fifteen (15) days after the public hearing. The planning commission may recommend such conditions on the requested variance as may secure the objectives of the regulations or provisions to which the adjustment or variance is granted, as to light, air, and the public health, safety, comfort, convenience and general welfare in rough proportionality to the impact created by the variance.
8. The board of adjustments shall make final findings of fact and approve or deny the variance application within thirty (30) days after the close of the public hearing before the planning commission, including any approved conditions for the variance. A variance application may only be approved by a four-fifths (4/5) vote of the full board of adjustment. A copy of this final decision shall be served upon the applicant or the applicant's representative.
9. Any person aggrieved by the final decision of the board adjustment on a variance application shall have the right to appeal that decision within thirty (30) days of the date of service of the final decision, to the Dakota County District Court. Any person seeking judicial review under this chapter must serve their appeal on the city and all necessary parties, including any landowners, within the thirty (30) day period defined above.
10. Whenever an application for a variance has been considered and denied by the board of adjustment, a similar application for a variance affecting substantially the same property shall not be considered again by the planning commission or board of adjustment for at least six (6) months from the date of the denial unless four-fifths (4/5) of the board of adjustment votes to reconsider the application.

D. Expiration:

1. Unless the board of adjustment specifically approves a different time when action is officially taken on the request, approvals which have been issued under the provisions of this chapter shall expire without further action by the planning commission or the board of adjustment, unless the applicant commences the authorized use or improvement within one (1) year of the date the variance is issued.

2. A request for extension of a variance use permit shall be in writing and filed with the City at least thirty (30) days prior to the expiration of the conditional use permit.
3. The request for extension of a variance shall state facts demonstrating that a good faith attempt has been made to complete or utilize the use or activity permitted in the variance.
4. The zoning administrator may administratively approve an extension of a variance, provided that:
 - a. The administrative extension shall not exceed one (1) year from the initial variance expiration date.
 - b. Only one (1) administrative extension shall be granted.
 - c. There shall be no fee for the filing of a request for an administrative extension.
5. The city council may grant an extension of the variance of greater than one (1) year or any additional extensions, provided that:
 - a. The city council may refer an extension request to the planning commission for review to consider if any circumstances related to the initial variance have changed and provide a recommendation as to approval of an extension.
 - b. An extension approved by the city council shall not exceed one (1) year.
 - c. The filing of a petition to the city council for extension shall be accompanied by a fee as provided for by ordinance in accordance with section 11-1-9 of this title.

Section 4. Section 11-2-3 of the Zoning Ordinance (Definitions) is hereby amended to revise the following definition:

WALL SIGN: Any sign attached parallel to, but within two feet (2') of a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one (1) sign surface; includes canopy and marquee signs.

Section 5. Section 11-3-2.A of the Zoning Ordinance (Amendment; Administration – Procedure) is hereby amended to read as follows:

- A. Request for text and map amendments to the zoning ordinance shall be filed with the zoning administrator on an official application form. Such application shall be accompanied by a fee as provided by ordinance in accordance with Section 11-1-19 of this title. The request shall be considered as being officially submitted when all the information requirements are complied with as determined by the zoning administrator. In cases when an application is judged to be incomplete, the zoning administrator or their designee shall notify the applicant, in writing, of what information must be provided for the application to be deemed complete within fifteen (15) business days from the date of submission.

Section 6. Section 11-4-3.A of the Zoning Ordinance (Conditional Use Permits; Administration – Procedure) is hereby amended to read as follows:

- A. Request for conditional use permits, as provided within this title, shall be filed with the zoning administrator on an official application form. Unless modified by the zoning administrator, such application shall be accompanied by a fee as provided for by ordinance in accordance with Section 11-1-19 of this title. The request shall be considered as being officially submitted when all the information requirements are satisfied. In cases where an application is judged to be incomplete, the zoning administrator or their designee shall notify the applicant, in writing, of what information must be provided for the application to be deemed complete within fifteen (15) business days from the date of submission.

Section 7. Section 11-4-13 of the Zoning Ordinance (Conditional Use Permits; Administration – Expiration) is hereby amended to read as follows:

11-4-13: EXPIRATION:

- A. Unless otherwise specified at the time it is approved by the city council, a conditional use permit shall be null and void and expire if the applicant fails to utilize such conditional use permit and fulfill each and every condition attached thereto within one (1) year from the date of its authorization or from the date a final plat is recorded, whichever is later, unless a petition for an extension of time in which to complete or utilize an extension has been granted.
- B. Extensions:
1. A request for extension of a conditional use permit shall be in writing and filed with the City at least thirty (30) days prior to the expiration of the conditional use permit.
 2. The request for extension of a conditional use permit shall state facts demonstrating that a good faith attempt has been made to complete or utilize the use or activity permitted in the conditional use permit.

3. The zoning administrator may administratively approve an extension of a conditional use permit, provided that:
 - a. The administrative extension shall not exceed one (1) year from the initial conditional use permit expiration date.
 - b. Only one (1) administrative extension shall be granted.
 - c. There shall be no fee for the filing of a request for an administrative extension.
4. The city council may grant an extension of the conditional use permit of greater than one (1) year or any additional extensions, provided that:
 - a. The city council may refer an extension request to the planning commission for review to consider if any circumstances related to the initial conditional use permit have changed and provide a recommendation as to approval of an extension.
 - b. An extension approved by the city council shall not exceed one (1) year.
 - c. The filing of a petition to the city council for extension shall be accompanied by a fee as provided for by ordinance in accordance with section 1-1-9 of this title.

Section 8. Section 11-5-3 of the Zoning Ordinance (Interim Use Permits; Administration – Procedure) is hereby amended to read as follows:

11-5-3: PROCEDURE: Pursuant to Minnesota statutes 15.99, an application for an interim use permit shall be approved or denied within sixty (60) days from the date of its official and complete submission unless extended by the city pursuant to statute or a time waiver is granted by the applicant. Additional city requirements are as follows:

- A. Request for interim use permits, as provided within this title, shall be filed with the zoning administrator on an official application form. Unless modified by the zoning administrator, such application shall be accompanied by a fee as provided for by city council resolution. The request shall be considered as being officially submitted when all the information requirements are satisfied. In cases where an application is judged to be incomplete, the zoning administrator or their designee shall notify the applicant, in writing, of what information must be provided for the application to be deemed complete within fifteen (15) business days from the date of submission.
- B. Upon receipt of said application, the city clerk shall set a public hearing following proper hearing notification. The planning commission shall conduct the hearing, report its findings

and make recommendations to the city council. Notice of said hearing shall consist of a legal property description, description of request and property location, and be published in the official newspaper at least ten (10) days prior to the hearing. Written notification of said hearing shall be mailed at least ten (10) days prior to all owners of land within five hundred feet (500') of the boundary of the property in question.

- C. Failure of a property owner to receive said notice shall not invalidate any such proceedings as set forth within this title.
- D. The zoning administrator shall instruct the appropriate staff persons to prepare technical reports where appropriate, and provide general assistance in preparing a recommendation on the action to the city council.
- E. The planning commission shall consider possible effects of the proposed use with its judgment based upon, but not limited to, the following factors:
 - 1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official city comprehensive plan.
 - 2. The proposed use is or will be compatible with present and future land uses of the area.
 - 3. The proposed use conforms with all performance standards contained in this code.
 - 4. The proposed use can be accommodated with existing public services and will not overburden the city's service capacity.
 - 5. Traffic generation by the proposed use is within capabilities of streets serving the property.
- F. The planning commission and city staff shall have the authority to request additional information from the applicant concerning operational factors or to retain expert testimony with the consent and at the expense of the applicant concerning operational factors. Said information is to be declared necessary to establish performance conditions in relation to all pertinent sections of this title. Failure on the part of the applicant to supply all necessary supportive information may be grounds for denial of the request.
- G. Unless excused by the planning commission chair, the applicant or a representative thereof shall appear before the planning commission in order to answer questions concerning the proposed request.
- H. The planning commission shall make findings of fact and recommend such actions or conditions relating to the request as they deem necessary to carry out the intent and

purpose of this title. Such recommendation shall be in writing and accompanied by the report and recommendation of the city staff, and shall be entered in and made part of the permanent written record of the city council meeting.

- I. The city council shall not grant an interim use permit until the planning commission has held a public hearing on the request. The city council shall act upon the conditional use permit within sixty (60) days from the date of submission of a complete application, unless an extension has been provided, pursuant to Minnesota statutes 15.99.
- J. Upon receiving the report and recommendation of the planning commission and the city staff, the city council shall have the option to set and hold a public hearing if deemed necessary, shall make recorded findings of fact and may impose any condition it considers necessary to protect the public health, safety and welfare.
- K. Subject to limitations of Minnesota statutes 15.99, if, upon receiving said report and recommendations of the planning commission and city staff, the city council finds that specific inconsistencies exist in the review process and thus the final recommendation of the city council may differ from that of the planning commission, the city council may, before taking final action, refer the matter back to the planning commission for further consideration. The city council shall provide the planning commission with a written statement detailing the specific reasons for referral. This procedure shall be followed only one time on a singular action.
- L. Approval of a request shall require passage by a majority vote of the city council.
- M. All decisions made by the city regarding an interim use permit shall be final, except that any aggrieved person shall have the right to appeal within thirty (30) days after delivery of the decision to the appellant, to the District Court in Dakota County. Any person seeking judicial review under this chapter must serve the city and all necessary parties, including any landowners, within the thirty (30) day period defined above
- N. Whenever an application for an interim use permit has been considered and denied by the city council, a similar application for the interim use permit affecting substantially the same property shall not be considered again by the planning commission or city council for at least six (6) months from the date of its denial; and a subsequent application affecting substantially the same property shall likewise not be considered again by the planning commission or city council for an additional six (6) months from the date of the second denial unless a decision to reconsider such matter is made by a majority vote of the city council.

Section 9. Section 11-5-5 of the Zoning Ordinance (Interim Use Permits; Administration – General Standards) is hereby amended to read as follows:

11-5-5: GENERAL PERFORMANCE STANDARDS: An interim use shall comply with the following:

- A. In reviewing applications for interim use permits, the planning commission and the city council may attach whatever reasonable conditions they deem necessary to mitigate anticipated adverse impacts associated with these uses and to achieve the goals and objectives of the comprehensive plan including, but are not limited to, the following:
1. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated and adequate right of way shall be provided.
 2. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with chapter 19 of this title.
 3. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
 4. Adequate off street parking and off street loading shall be provided in compliance with chapters 19 and 20 of this title.
 5. Loading areas and drive-up facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any "adjacent" residential use or district, and provided in compliance with chapter 20 of this title.
 6. Whenever a nonresidential use "is adjacent to" a residential use or district, a buffer area with screening and landscaping shall be provided in compliance with chapter 21 of this title.
 7. General site screening and landscaping shall be provided in compliance with chapter 21 of this title.
 8. All exterior lighting shall be so directed so as not to cast glare toward or onto the public right of way or neighboring residential uses or districts, and shall be in compliance with section 11-16-17 of this title.
 9. Potential exterior noise generated by the use shall be identified and mitigation measures as may be necessary shall be imposed to ensure compliance with section 11-16-25 of this title.
 10. The site drainage system shall be subject to the review and approval of the city engineer.

11. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing or potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
 12. Provisions shall be made for daily litter control, an interior location for recycling, and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with section 11-18-11 of this title.
 13. All signs and informational or visual communication devices shall be in compliance with chapter 23 of this title.
 14. The use and site shall be in compliance with any federal, state or county law or regulation that is applicable and any related permits shall be obtained and documented to the city.
 15. Any applicable business licenses mandated by this code are approved and obtained.
 16. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
 17. The use complies with all applicable performance standards of the zoning district in which it is located and where applicable.
- B. The date or event that will terminate the use can be identified with certainty.
- C. The property owner shall agree to any conditions that the city council deems appropriate for permission of the use.

Section 10. Section 11-5-11 of the Zoning Ordinance (Interim Use Permits; Administration – Expiration) is hereby amended to read as follows:

11-5-11: EXPIRATION:

- A. Unless otherwise specified at the time it is approved by the city council, an interim use permit shall be null and void and expire if the applicant fails to utilize such interim use permit and fulfill each and every condition attached thereto within one (1) year from the date of its authorization or recording a final plat, whichever is later, unless a petition for an extension of time in which to complete or utilize an extension has been granted.
- B. Extensions:

1. A request for extension of an interim use permit shall be in writing and filed with the City at least thirty (30) days prior to the expiration of the conditional use permit.
2. The request for extension of an interim use permit shall state facts demonstrating that a good faith attempt has been made to complete or utilize the use or activity permitted in the interim use permit.
3. The zoning administrator may administratively approve an extension of an interim use permit, provided that:
 - a. The administrative extension shall not exceed one (1) year from the initial conditional use permit expiration date.
 - b. Only one (1) administrative extension shall be granted.
 - c. There shall be no fee for the filing of a request for an administrative extension.
4. The city council may grant an extension of the interim use permit of greater than one (1) year or any additional extensions, provided that:
 - a. The city council may refer an extension request to the planning commission for review to consider if any circumstances related to the initial interim use permit have changed and provide a recommendation as to approval of an extension.
 - b. An extension approved by the city council shall not exceed one (1) year.
 - c. The filing of a petition to the city council for extension shall be accompanied by a fee as provided for by ordinance in accordance with section 1-1-9 of this title.

Section 11. Section 11-6-7 of the Zoning Ordinance (Variances; Administration – Procedures) is hereby repealed in its entirety and amended to read as follows:

11-6-7: PROCEDURES: Pursuant to Minnesota statutes 15.99, an application for a variance shall be approved or denied within sixty (60) days from the date of its complete submission unless extended by the city pursuant to statute or a time waiver is granted by the applicant.

- A. Requests for a variance shall be filed with the zoning administrator on an official application form.

- B. The application shall be considered as being officially submitted complete when the applicant has complied with all of the following information requirements:
1. A written description of the request for the variance, including an explanation of compliance with the variance criteria set forth in section 10-6-2.B of this section.
 2. Supporting materials as determined by the zoning administrator as applicable to be necessary for the complete and clear definition and understanding of the request.
 3. A fee as established by ordinance in accordance with Section 11-1-19 of this title, which shall not be refunded.
 4. A list of property owners located within five hundred feet (500') of the subject property obtained from and certified by an abstract company.
 5. Certification that there are no delinquent property taxes, special assessments, interest, or city utility fees due upon the parcel of land to which the variance application relates.
- C. If a variance application is deemed to be incomplete by the zoning administrator, the applicant shall be notified in writing of what information must be provided within fifteen (15) business days of the notice of incompleteness in order for the application to be deemed complete. Failure to provide the required information within fifteen (15) business days shall result in the application being denied as incomplete.
- D. Once a variance application is deemed complete by the zoning administrator, the zoning administrator shall direct the application materials to the appropriate city staff to assist the planning commission with developing a recommendation on the application to the board of adjustment. City staff may request additional information from the applicant concerning operational factors or retain expert testimony with the consent and at the expense of the applicant concerning operational factors.
- E. A public hearing before the planning commission shall be scheduled to consider the variance application once deemed complete by the Zoning Administrator. The applicant or the applicant's representative shall have an opportunity to appear and discuss the requested variance at the public hearing.
- F. Notice of the public hearing before the planning commission shall be mailed to all property owners within five hundred feet (500') of the property to which the variance relates no later than ten (10) days in advance of the public hearing. Failure of a property owner to receive notice shall not invalidate the variance proceedings.
- G. The planning commission shall issue a recommendation and findings of fact to the board of adjustment no later than fifteen (15) days after the public hearing. The planning commission may recommend such conditions on the requested variance as may secure the objectives of the regulations or provisions to which the adjustment or variance is

granted, as to light, air, and the public health, safety, comfort, convenience and general welfare in rough proportionality to the impact created by the variance.

- H. The board of adjustments shall make final findings of fact and approve or deny the variance application within thirty (30) days after the close of the public hearing before the planning commission, including any approved conditions for the variance. A variance application may only be approved by a four-fifths (4/5) vote of the full board of adjustment. A copy of this final decision shall be served upon the applicant or the applicant's representative.
- I. Any person aggrieved by the final decision of the board adjustment on a variance application shall have the right to appeal that decision within thirty (30) days of the date of service of the final decision, to the Dakota County District Court. Any person seeking judicial review under this chapter must serve their appeal on the city and all necessary parties, including any landowners, within the thirty (30) day period defined above.
- J. Whenever an application for a variance has been considered and denied by the board of adjustment, a similar application for a variance affecting substantially the same property shall not be considered again by the planning commission or board of adjustment for at least six (6) months from the date of the denial unless four-fifths (4/5) of the board of adjustment votes to reconsider the application.

Section 12. Section 11-6-9 of the Zoning Ordinance (Variances; Administration – Expiration) is hereby repealed in its entirety and amended to read as follows:

11-6-9: EXPIRATION:

- A. Unless the board of adjustment specifically approves a different time when action is officially taken on the request, approvals which have been issued under the provisions of this chapter shall expire without further action by the planning commission or the board of adjustment, unless the applicant commences the authorized use or improvement within one (1) year of the date the variance is issued.
- B. A request for extension of a variance shall be in writing and filed with the City at least thirty (30) days prior to the expiration of the variance.
- C. The request for extension of a variance shall state facts demonstrating that a good faith attempt has been made to complete or utilize the use or activity permitted in the variance.
- D. The zoning administrator may administratively approve an extension of a variance, provided that:
 - 1. The administrative extension shall not exceed one (1) year from the initial variance expiration date.
 - 2. Only one (1) administrative extension shall be granted.

3. There shall be no fee for the filing of a request for an administrative extension.
- E. The city council may grant an extension of the variance of greater than one (1) year or any additional extensions, provided that:
1. The city council may refer an extension request to the planning commission for review to consider if any circumstances related to the initial variance have changed and provide a recommendation as to approval of an extension.
 2. An extension approved by the city council shall not exceed one (1) year.
 3. The filing of a petition to the city council for extension shall be accompanied by a fee as provided for by ordinance in accordance with section 1-1-9 of this title.

Section 13. Section 11-7-9.A of the Zoning Ordinance (Appeals; Administration – Procedures) is hereby amended to read as follows:

- A. The property owner or their agent shall file with the zoning administrator a notice of appeal stating the specific grounds upon which the appeal is made. Said application shall be accompanied by a fee as established by ordinance in accordance with Section 11-1-19 of this title. In cases where the application is judged to be incomplete, the zoning administrator or their designee shall notify the applicant, in writing, of what information must be provided for the application to be deemed complete within fifteen (15) business days of the date of submission.

Section 14. Section 11-8-3.A.2 of the Zoning Ordinance (Administrative Permits and Approvals; Administration – Procedures) is hereby amended to read as follows:

2. Applications for amending administrative permits shall be accompanied by a fee as established by ordinance in accordance with Section 11-1-19 of this title.

Section 15. Section 11-9-7.A of the Zoning Ordinance (Site Plan Review; Administration – Procedures) is hereby amended to read as follows:

- A. Filing Of Request: Request for site plan approval, as provided within this title, shall be filed with the zoning administrator on an official application form. Such application shall be accompanied by a fee as established by ordinance in accordance with Section 11-1-19 of this title. Such application shall also be accompanied by detailed written and graphic materials, the number and size as prescribed by the zoning administrator, fully explaining the proposed change, development, or use. The request shall be considered as being officially submitted and complete when the applicant has complied with all specified information requirements. In cases where an application is judged to be incomplete, the zoning administrator or their designee shall notify the applicant, in writing, of what

information must be provided for the application to be deemed complete within fifteen (15) business days of the date of submission.

Section 16. Section 11-17-9.B.1.d of the Zoning Ordinance (General Yard, Lot Area, and Building Regulations – Building Type and Construction) is hereby amended to add the following provision with subsequent sections renumbered accordingly:

- d. Concrete exterior cladding systems (non-structural) with a brick, stone, or other masonry-type appearance.

Section 17. Section 11-17-9.F of the Zoning Ordinance (General Yard, Lot Area, and Building Regulations – Building Type and Construction) is hereby amended to read as follows:

- F. For lots of record established after January 1, 1994, each single family dwelling shall include an attached garage meeting the requirements of section 11-18-7.D of this title.

Section 18. Section 11-18-7.D of the Zoning Ordinance (Accessory Buildings, Structures, Uses and Equipment – Single Family Dwelling Accessory Uses) is hereby amended to read as follows:

D. Attached Garages:

- 1. The area and width of an attached garage shall be measured by interior dimensions.
- 2. Minimum Requirements:
 - a. The minimum floor area of an attached garage shall be four hundred (400) square feet.
 - b. Attached garages shall be a minimum of twenty two feet (22') in width.
 - c. The maximum width of the facade of an attached garage within the RS-4, RST-2, RM-1, and RM-2 Districts shall be thirty six feet (36').
- 3. Allowed Floor Area:
 - a. The area of the attached garage shall comply with the limitations specified in Section 11-18-9.D of this title.
 - b. Storage spaces located directly below attached garages shall not be considered in determining allowable accessory building floor area.

4. An attached garage shall comply with all building and setback requirements applicable to the principal building.

Section 19. Section 11-18-9.C of the Zoning Ordinance (Accessory Buildings, Structures, Uses and Equipment – All Zoning Districts) is hereby amended to read as follows:

- C. Height: Accessory structures and buildings shall comply with the following height limitations, except as may be allowed by conditional use permit:

1. Buildings and Structures Accessory to Detached Single-Family Dwellings:

Zoning District	Maximum Height
A-P	20 feet
RA	20 feet
RS-1	20 feet
RS-2	15 feet
RS-3	15 feet
RS-4	15 feet
RS-CBD	15 feet
RSMH	15 feet
RST-1	15 feet
RST-2	15 feet
RM-1	15 feet
RM-2	15 feet
RH-1	15 feet
RH-2	15 feet

2. Structures and buildings accessory to two-family, townhouse, or multiple family uses: Twenty feet (20')
3. Structures and buildings accessory to nonresidential uses shall be limited to the height allowed for principal buildings within the respective zoning districts, unless otherwise limited by this title.
4. Conditional Use Permit: Application for a conditional use permit to allow a structure or building with a height greater than that allowed under this section may be granted provided that:

- a. There is a functional need for the additional height while maintaining that the structure is accessory to the principal use consistent with the intent of this title.
- b. The additional height is necessary to maintain an evident architectural character compatible to the principal building.
- c. In no case shall the height of an accessory building exceed that of the principal building on the lot on which it is located within the RS-3, RS-4, RST-1, RST-2, RM-1, and RM-2 districts.

Section 20. Section 11-18-9.D of the Zoning Ordinance (Accessory Buildings, Structures, Uses and Equipment – All Zoning Districts) is hereby amended to read as follows:

- D. Except for agricultural buildings on farms, as expressly permitted by conditional use permit, the combination of accessory buildings and garages shall not exceed either of the following area limitations per unit or the total gross floor area of the principal structure, whichever is least:

Zoning District	Use	Maximum Combined Allowable Floor Area Per Unit (Square Feet)
A-P	All uses	Not applicable
RA	Single-family	8,712
RS-1	Single-family	2,000
RS-2	Single-family	1,500
RS-3	Single-family	1,500
RS-4	Single-family	1,100 (interior lot) 1,250 (corner lot)
RS-CBD	Single-family	840 (interior lot) 1,008 (corner lot)
RST-1	Single-family	1,500
	Two-family	750
RST-2	Single-family	1,100 (interior lot) 1,250 (corner lot)
	Detached townhomes	750
	Two-family	750

RM-1, RM-2, and RM-3	Single-family	1,100 (interior lot) 1,250 (corner lot)
	Detached, townhomes, two-family, and Townhouses	750
RH-1 and RH-2	Single-family	1,100 (interior lot) 1,250 (corner lot)
	Two-family, and Townhouses	750
	Multiple Family	10 percent of lot area

Section 21. Section 11-19-13.A of the Zoning Ordinance (Off-Street Parking - Number of Spaces Required) is hereby amended to include the following rows:

Commercial/industrial:			
	Commercial Recreation	Bowling alleys	5 spaces for each lane plus additional spaces for ancillary uses as required by this section
		Fitness centers	1 space for each exercise station, plus 1 space for every 2 persons design capacity for group activity areas, plus additional spaces for office, food service or other ancillary uses as required by this section
		Golf courses	4 spaces for each green plus 50 percent of the parking space requirement for any associated retail use; on site restaurant and/or banquet facilities shall provide additional spaces for that use as required by this section.
		Golf driving ranges	10 spaces plus 1 space for each 100 square feet of floor area.
		Pickleball, racquet, or tennis court	5 spaces for each court

	Skating rink	20 spaces plus 1 space for each 200 square feet over 2,000 square feet
	Other indoor facilities	1 space for every 2 persons at maximum fire code capacity
	Other outdoor facilities	1 space for every 2 persons of maximum design capacity.

Section 22. Section 11-19-13.A of the Zoning Ordinance (Off-Street Parking - Number of Spaces Required) is hereby amended to delete the following rows:

Commercial/industrial:		
	Bowling alleys	5 spaces per lane plus spaces as required for other uses within the principal structure.
	Fitness centers	1 space per exercise station (e.g., strength machine or cardiovascular) plus 1 space per employee on the largest shift plus additional parking required for ancillary uses.
	Golf courses	4 stalls per hole plus 50 percent of the parking stall requirement for any associated retail use; on site restaurant and/or banquet facilities shall provide parking stalls for that use as required by this section.

Section 23. Section 11-19-13.A of the Zoning Ordinance (Off-Street Parking - Number of Spaces Required) is hereby amended to revise the following rows:

Commercial/industrial:		
	Banquet hall, private or public auction house	20 spaces plus 1 space per 200 square feet over 2,000 square feet.

Section 24. Section 11-23-15.R.3.a of the Zoning Ordinance (Signs – General Regulations) is hereby amended to read as follows:

- a. Within the O-R, M-1, M-2, C-1, C-2, C-3, C-CBD, and O-P districts:
- (1) The number of individual wall, canopy, or marquee signs shall be limited to one (1) elevation per tenant space except additional sign(s) may be displayed on a second elevation for the tenant of a corner suite or a suite that extends through the building thus having two (2) exterior walls.
 - (2) The tenant's business shall have an exclusive exterior entrance except when the tenant occupies greater than twenty percent (20%) of the net leasable area of the building.
 - (3) The sign(s) shall be located only on the exterior wall of the tenant space to which the sign permit is issued, except when the tenant occupies greater than twenty percent (20%) of the net leasable area of the building, but is (are) not required to face a public street.
 - (4) Each sign and the total area of all signs on a single elevation for an individual tenant shall be limited to the maximum wall sign size permitted in the applicable zoning district provisions in section 11-23-19 of this chapter.

Section 25. Section 11-25-1 of the Zoning Ordinance (Public Property/Rights of Way) is hereby repealed in its entirety and amended to read as follows:

11-25-1: COVERAGE: The erection and/or placement of any structure in the public right of way or on city property by any person, or group other than the city of Lakeville, Dakota County, metropolitan council, the state of Minnesota, federal government or franchised utility shall require the processing of a conditional use permit in accordance with chapter 4 of this title. Exceptions to this provision include newsstands; USPS mailboxes, essential services, signs allowed under chapter 23 of this title, radio receivers and transmitters as an accessory use to essential services, personal wireless communication antennas located on existing lattice electrical transmission towers, and small wireless facilities and wireless support structures as defined in Minnesota Statutes section 237.162, provided that the use and equipment comply with all applicable requirements of this title.

Section 26. Section 11-27-3.A of the Zoning Ordinance (Model Homes - Qualification) is hereby amended to read as follows:

- A. The number of model homes within the final plat shall not exceed:
1. Prior to completion of public infrastructure improvements provided that at least a maintainable Class 5 aggregate base, structurally sufficient to allow public safety

access to each building site approved by the City Engineer is installed prior to issuance of a building permit:

a: One (1) building per homebuilder or the following, whichever is greater:

(1) Plats with less than forty (40) lots:

(a) Two (2) single family or detached townhouse buildings.

(b) One (1) two family or townhouse building.

(2) Plats with forty (40) lots or more:

(a) Three (3) single family or detached townhouse buildings.

(b) One (1) two family or townhouse building.

b. Construction of more than one (1) model home building allowed under this subsection shall require the buildings be located on abutting lots.

2. After completion of public infrastructure improvements, including a first lift of asphalt, approved by the City Engineer:

a. Single family or detached townhouse dwellings: Three (3) buildings or ten percent (10%) of the single family or detached townhouse lots within the final plat, whichever is greater.

b. Two family or townhouse dwellings: Six (6) units or 10 percent (10%) of the total number of attached units within the final plat, whichever is greater.

Section 27. Section 11-30-17.C.2 of the Zoning Ordinance (Antennas – Personal Wireless Service Antennas) is hereby amended to read as follows:

2. Antennas Not Located Upon An Existing Structure Or Existing Tower: Personal wireless service antennas not located upon a public structure or tower shall require the processing of a conditional use permit and shall comply with the following standards:

a. If there is no existing structure which meets the height requirements for mounting the antennas, the antennas may be mounted upon a monopole tower not exceeding one hundred fifty feet (150') in height. The tower shall be located on a parcel having a setback equal to the height of the tower measured between the base of the pole or tower located nearest the property line and said property line, unless a qualified engineer specifies in writing that the collapse of the pole or tower will occur within a lesser distance under all foreseeable circumstances.

- b. A conditional use permit is issued in compliance with the provisions of chapter 4 of this title.

Section 28. Section 11-30-23.C of the Zoning Ordinance (Antennas – Telecommunications Right-of-Way Users) is hereby repealed in its entirety and amended to read as follows:

- C. Conditional Use Permit Required: The following require a conditional use permit based upon procedures set forth in and regulated by chapter 4 of this title. Additionally, each request for a conditional use permit shall be evaluated based upon the standards and criteria set forth in subsection 11-4-3.E and section 11-4-7 of this title.
 - 1. Poles and towers used exclusively for the placement of wireless antennas, provided the pole or tower complies with the standards and criteria set forth in this chapter, except that a conditional use permit shall not be required for a wireless support structure as defined in Minnesota Statutes section 237.162.
 - 2. Ground mounted equipment that exceeds the size limit specified in section 11-30-23.B.2 of this section.

Section 29. Section 11-53-7 of the Zoning Ordinance (RS-4 District – Conditional Uses) is hereby amended to add the following provisions with subsequent sections renumbered accordingly:

- H. Single-family detached dwellings; reduction of minimum lot area and width requirements, provided that:
 - 1. Not more than thirty five (35) percent of the lots within the preliminary plat shall have a lot area or width less than the minimums required by Section 11-53-13 of this title.
 - 2. The preliminary plat shall have direct access via minor collector or local streets to an arterial or major collector street as defined by the Comprehensive Plan.
 - 3. Sewer and water utility capacity consistent with the Comprehensive Plan is sufficient and available to accommodate the preliminary plat, subject to review and approval of the City Engineer.
 - 4. The subdivision design shall provide for a curvilinear form of street layout, opposed to a grid pattern, based on consideration for natural and man-made barriers to organize lots and blocks, minimize through traffic, and calm traffic speeds.
 - 5. Lots less than the minimum area and width required by Section 11-53-13 of this title shall comply with the following, subject to additional requirements, exceptions, and modifications set forth in this title:

Lot area:		
Corner		9,520 square feet
Interior		7,500 square feet
Lot width:		
Corner		70 feet
Interior		55 feet
Setbacks:		
Front yards		20 feet to the principal building; and 25 feet to the face of the garage
Rear yards		30 feet
Side yards		7 feet from the adjacent lot, or 20 feet on the side yard abutting a public right of way
Maximum building coverage		40 percent
Buffer yard		Refer to subsection 11-21-9E1 of this title

Section 30. Section 11-57-7.H of the Zoning Ordinance (RST-2 District – Conditional Uses) is hereby repealed and subsequent sections renumbered accordingly.

Section 31. Section 11-57-15.B of the Zoning Ordinance (RST-2 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

B. Detached townhome and two-family dwellings. The following minimum unit and base lot requirements shall be applied to the subdivision of detached townhome and two-family dwellings to permit individual private ownership of a single dwelling within a structure:

1. Unit Lots. Unit lots shall have sufficient lot area to include the living area, garage, decks, patios, or porches of the individual dwelling units.
2. Base Lot Setbacks. A minimum setback of ten feet (10') shall be required at the periphery of the base lot.
3. Setbacks Between Buildings. A minimum setback of fourteen feet (14') shall be required between buildings within the same base lot.
4. Setback from Public Rights-of-Way. Buildings shall be set back a minimum of twenty feet (20') from public rights of way, except that the garage face shall be set back twenty five feet (25') from public rights of way.
5. Wetlands. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.

Section 32. Section 11-57-15.A of the Zoning Ordinance (RST-2 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

A. Single-family detached dwellings:

Lot area:		
Corner		9,520 square feet
Interior		7,500 square feet
Lot width:		
Corner		70 feet
Interior		55 feet
Setbacks:		
Front yards		20 feet to the principal building; and 25 feet to the face of the garage
Rear yards		30 feet
Side yards		7 feet from the adjacent lot, or 20 feet on the side yard abutting a public right of way
Maximum building coverage		40 percent
Buffer yard		Refer to subsection 11-21-9E1 of this title

Section 33. Section 11-57-19.B.3 of the Zoning Ordinance (RST-2 District – Two Family and Detached Townhome Design and Construction Standards) is hereby amended to read as follows:

3. Exterior Building Finish: The exterior of detached townhome and two-family dwelling units shall include a variation in building materials that are to be distributed throughout the building elevations and coordinated into the architectural design of the structure to create an architecturally balanced appearance and shall comply with the following requirements:
 - a. Except for brick, stucco, and/or natural or artificial stone, no single elevation shall have more than seventy five percent (75%) of one type of exterior finish.
 - b. Except for brick, stucco, and/or natural or artificial stone, no townhome dwelling structure shall have more than sixty percent (60%) of all elevations of one type of exterior finish.
 - c. For the purpose of this section:

- (1) The area of the elevation shall not include area devoted to windows, entrance doors, garage doors, or roof areas.
- (2) Variations in texture or style (i.e., lap siding versus shake shingle siding) shall be considered as different materials meeting the requirements of this section.
- (3) Integral colored split face (rock face) concrete block, cement fiberboard, or engineered wood shall be considered the same as brick, stucco, and/or natural or artificial stone exterior materials for any elevation of a building that is not its front defined by the primary exterior entrance.

Section 34. Section 11-57-19.C.2 of the Zoning Ordinance (RST-2 District – Two Family and Detached Townhome Design and Construction Standards) is hereby amended to read as follows:

2. Minimum Requirements:

- a. Garages shall have a minimum area of four hundred forty (440) square feet.
- b. Garages shall be a minimum of twenty feet (20') in width.

Section 35. Section 11-58-17 of the Zoning Ordinance (RM-1 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

11-58-17: LOT REQUIREMENTS AND SETBACKS: The following minimum unit and base lot requirements shall be observed in an RM-1 District, subject to additional requirements, exceptions and modifications set forth in this title, and applied to the subdivision of detached townhome, two-family, and townhome dwellings to permit individual private ownership of a single dwelling within such a structure:

- A. Unit Lots. Unit lots shall have sufficient lot area to include the living area, garages, decks, patios, or porches of the individual dwelling units.
- B. Base Lot Setbacks. A minimum setback of ten feet (10') shall be required at the periphery of the base lot.
- C. Setbacks Between Buildings. A minimum setback of fourteen feet (14') shall be required between buildings within the same base lot.

- D. Setbacks from Public Rights-of-Way. Buildings shall be set back a minimum of twenty feet (20') from public rights of way, except that the garage face shall be set back twenty five feet (25') from public rights of way.
- E. Private Drive Setbacks. Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives.
- F. Wetlands. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.
- G. Buffer Yard: The additional screening and lot requirements of subsection 11-21-9E of this title shall apply.

Section 36. Section 11-58-21.B.3 of the Zoning Ordinance (RM-1 District –Design and Construction Standards) is hereby amended to read as follows:

- 3. Exterior Building Finish: The exterior of detached townhome, two-family and townhome dwelling units shall include a variation in building materials that are to be distributed throughout the building elevations and coordinated into the architectural design of the structure to create an architecturally balanced appearance and shall comply with the following requirements:
 - a. Except for brick, stucco, and/or natural or artificial stone, no single elevation shall have more than seventy five percent (75%) of one type of exterior finish.
 - b. Except for brick, stucco, and/or natural or artificial stone, no townhome dwelling structure shall have more than sixty percent (60%) of all elevations of one type of exterior finish.
 - c. For the purpose of this section:
 - (1) The area of the elevation shall not include area devoted to windows, entrance doors, garage doors, or roof areas.
 - (2) Variations in texture or style (i.e., lap siding versus shake shingle siding) shall be considered as different materials meeting the requirements of this section.
 - (3) Integral colored split face (rock face) concrete block, cement fiberboard, or engineered wood shall be considered the same as brick, stucco, and/or natural or artificial stone exterior materials for any elevation of a building that is not its front defined by the primary exterior entrance.

Section 37. Section 11-58-21.C.2 of the Zoning Ordinance (RM-1 District – Design and Construction Standards) is hereby amended to read as follows:

2. Minimum Requirements:

- a. Garages shall have a minimum area of four hundred forty (440) square feet.
- b. Garages shall be a minimum of twenty feet (20') in width.

Section 38. Section 11-59-17 of the Zoning Ordinance (RM-2 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

11-59-17: LOT REQUIREMENTS AND SETBACKS: The following minimum unit and base lot requirements shall be observed in an RM-2 District, subject to additional requirements, exceptions and modifications set forth in this title, and applied to the subdivision of detached townhome, two-family, and townhome dwellings to permit individual private ownership of a single dwelling within such a structure:

- A. Unit Lots. Unit lots shall have sufficient lot area to include the living area, garages, decks, patios, or porches of the individual dwelling units.
- B. Base Lot Setbacks. A minimum setback of ten feet (10') shall be required at the periphery of the base lot.
- C. Setbacks Between Buildings. A minimum setback of fourteen feet (14') shall be required between buildings within the same base lot.
- D. Setbacks from Public Rights-of-Way. Buildings shall be set back a minimum of twenty feet (20') from public rights of way, except that the garage face shall be set back twenty five feet (25') from public rights of way.
- E. Private Drive Setbacks. Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives.
- F. Wetlands. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.
- G. Buffer Yard: The additional screening and lot requirements of subsection 11-21-9E of this title shall apply.

Section 39. Section 11-59-21.B.3 of the Zoning Ordinance (RM-2 District –Design and Construction Standards) is hereby amended read as follows:

3. Exterior Building Finish: The exterior of detached townhome, two-family and townhome dwelling units shall include a variation in building materials that are to be distributed throughout the building elevations and coordinated into the architectural design of the structure to create an architecturally balanced appearance and shall comply with the following requirements:
 - a. Except for brick, stucco, and/or natural or artificial stone, no single elevation shall have more than seventy five percent (75%) of one type of exterior finish.
 - b. Except for brick, stucco, and/or natural or artificial stone, no townhome dwelling structure shall have more than sixty percent (60%) of all elevations of one type of exterior finish.
 - c. For the purpose of this section:
 - (1) The area of the elevation shall not include area devoted to windows, entrance doors, garage doors, or roof areas.
 - (2) Variations in texture or style (i.e., lap siding versus shake shingle siding) shall be considered as different materials meeting the requirements of this section.
 - (3) Integral colored split face (rock face) concrete block, cement fiberboard, or engineered wood shall be considered the same as brick, stucco, and/or natural or artificial stone exterior materials for any elevation of a building that is not its front defined by the primary exterior entrance.

Section 40. Section 11-59-21.C.2 of the Zoning Ordinance (RM-2 District – Design and Construction Standards) is hereby amended to read as follows:

2. Minimum Requirements:
 - a. Garages shall have a minimum area of four hundred forty (440) square feet.
 - b. Garages shall be a minimum of twenty feet (20') in width.

Section 41. Section 11-60-17 of the Zoning Ordinance (RM-3 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

11-60-17: LOT REQUIREMENTS AND SETBACKS: The following minimum unit and base lot requirements shall be observed in an RM-3 District, subject to additional requirements, exceptions and modifications set forth in this title, and applied to the subdivision of two-family and townhome dwellings to permit individual private ownership of a single dwelling within a structure:

- A. Unit Lots. Unit lots shall have sufficient lot area to include the living area, garages, decks, patios, or porches of the individual dwelling units.
- B. Base Lot Setbacks. A minimum setback of ten feet (10') shall be required at the periphery of the base lot.
- C. Setbacks Between Buildings. A minimum setback of fourteen feet (14') shall be required between buildings within the same base lot.
- D. Setbacks from Public Rights-of-Way. Buildings shall be set back a minimum of thirty feet (30') from major collector or arterial streets and ten feet (10') from other public rights of way, except that the garage face shall be set back twenty five feet (25') from public rights of way.
- E. Private Drive Setbacks. Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives.
- F. Wetlands. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.

Section 42. Section 11-60-21.B.3 of the Zoning Ordinance (RM-3 District – Design and Construction Standards) is hereby amended to read as follows:

- 3. Exterior Building Finish: The exterior of principal and accessory structures shall include a variation in building materials that are to be distributed throughout the building elevations and coordinated into the architectural design of the structure to create an architecturally balanced appearance to comply with the following requirements:
 - a. Allowed exterior finish materials, not including for use on facias, trim, or roof, shall be limited to brick, stucco, natural or artificial stone, split face (rock face) concrete block, engineered wood siding, and/or cement fiberboard.
 - b. A minimum of twenty five percent (25%) of the area of each elevation of a townhouse structure shall have an exterior finish of brick, stucco, and/or natural or artificial stone.

- c. Except for brick, stucco, and/or natural or artificial stone, no single elevation shall have more than seventy five percent (75%) of one (1) type of exterior finish.
- d. Except for brick, stucco, and/or natural or artificial stone, no townhome dwelling structure shall have more than sixty percent (60%) of all elevations of one type of exterior finish.
- e. For the purpose of this section:
 - (1) The area of the elevation shall not include area devoted to windows, entrance doors, garage doors, or roof areas.
 - (2) Variations in texture or style (i.e., lap siding versus shake shingle siding) shall be considered as different materials meeting the requirements of this section.
 - (3) Integral colored split face (rock face) concrete block, engineered wood siding, cement fiberboard, or engineered wood shall qualify for meeting the brick, stucco, and/or natural or artificial stone exterior material requirements for any elevation of a building that is not its front defined by the primary exterior entrance.

Section 43. Section 11-61-11.F of the Zoning Ordinance (RH-1 District – Uses by Administrative Permit) is hereby repealed with subsequent sections renumbered accordingly.

Section 44. Section 11-61-13.A of the Zoning Ordinance (RH-1 District – Development Density) is hereby amended to read as follows:

- A. Townhome dwellings: Three thousand eight hundred (3,800) square feet per unit.

Section 45. Section 11-61-15 of the Zoning Ordinance (RH-1 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

11-61-15: LOT REQUIREMENTS AND SETBACKS: The following minimum requirements shall be observed in an RH-1 district subject to additional requirements, exceptions, and modifications set forth in this title:

- A. Base Lot Minimums: Within the RH-1 district, the following minimum base lot requirements shall be imposed. The base lot shall represent the smallest lot or parcel which may accommodate development within the framework of the permitted density of section 11-61-13 of this chapter prior to subdivision of unit lots.
 - 1. Lot area: Twenty thousand (20,000) square feet.

2. Lot width: One hundred feet (100').
- B. Unit Lots: Unit lots shall have sufficient lot area to include the living area, garage, decks, patios, or porches of the individual dwelling units for the subdivision of townhomes to permit individual private ownership of a single dwelling within a structure.
 - C. Base Lot Setbacks. A minimum setback of ten feet (10') shall be required at the periphery of the base lot.
 - D. Minimum Setbacks Between Buildings Within the Same Base Lot:
 1. Townhome: Fourteen feet (14').
 2. Multiple Family: Twenty feet (20').
 - E. Setbacks from Public Rights-of-Way. Buildings shall be set back a minimum of twenty feet (20') from public rights of way, except that the garage face shall be set back twenty five feet (25') from public rights of way.
 - F. Private Drive and Parking Area Setbacks. Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives and fifteen feet (15') from off-street parking areas.
 - G. Wetlands. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.
 - H. Buffer Yard: The additional screening and lot requirements of subsection 11-21-9E of this title shall apply.

Section 46. Section 11-61-19.A of the Zoning Ordinance (RH-1 District – Design and Construction Standards) is hereby amended to read as follows:

- A. Design and construction standards for townhome uses shall be as provided for within the RM-3 District specified in section 11-60-21 of this title.

Section 47. Section 11-61-23 of the Zoning Ordinance (RH-1 District – Transition Requirements and Setbacks) is hereby amended to read as follows:

11-61-23: TRANSITION REQUIREMENT: Any RH-1 zoned property abutting an RS-1, RS-2, RS-3, RS-4, RS-CBD district shall have a minimum of one (1) tier of townhomes bordering such a district and shall be subject to the same lot and building standards as the RM-1 district. Exemptions to the provisions of this section may be granted subject to the approval of an

administrative permit at the time of development, provided one (1) or more of the following conditions exist:

- A. The properties are separated by a major collector or arterial street.
- B. The abutting land use is a nonresidential use allowed in the district in which it is located.
- C. The properties are separated by a railroad right of way, wetland, water body, floodplain, public open space, park or other such similar publicly reserved and development restricted area with a minimum width of one hundred feet (100') across its entire length.

Section 48. Section 11-62-11.F of the Zoning Ordinance (RH-2 District – Uses by Administrative Permit) is hereby repealed in its entirety with subsequent sections renumbered accordingly.

Section 49. Section 11-62-15 of the Zoning Ordinance (RH-2 District – Lot Requirements and Setbacks) is hereby amended to read as follows:

11-62-15: LOT REQUIREMENTS AND SETBACKS: The following minimum requirements shall be observed in an RH-2 district subject to additional requirements, exceptions and modifications set forth in this title:

- A. Base Lot Minimums: Within the RH-2 district, the following minimum base lot requirements shall be imposed. The base lot shall represent the smallest lot or parcel which may accommodate development within the framework of the permitted density of section 11-62-13 of this chapter prior to subdivision of unit lots.
 - 1. Lot area: Twenty thousand (20,000) square feet.
 - 2. Lot width: One hundred feet (100').
- B. Unit Lots: Unit lots shall have sufficient lot area to include the living area, garage, decks, patios, or porches of the individual dwelling units for the subdivision of two-family dwellings or townhomes to permit individual private ownership of a single dwelling within a structure.
- C. Base Lot Setbacks. A minimum setback of ten feet (10') shall be required at the periphery of the base lot.
- D. Minimum Setbacks Between Buildings Within The Same Base Lot:
 - 1. Townhome: Fourteen feet (14').
 - 2. Multiple Family: Twenty feet (20').

- E. Setbacks from Public Rights-of-Way. Buildings shall be set back a minimum of twenty feet (20') from public rights of way, except that the garage face shall be set back twenty five feet (25') from public rights of way.
- F. Private Drive and Parking Area Setbacks. Buildings shall be set back a minimum of thirty feet (30') from the back of curb line of private drives and fifteen feet (15') from off-street parking areas.
- G. Wetlands. A protective natural buffer and building setback shall be provided for all designated wetlands in conformance with section 11-16-13 of this title.
- H. Buffer Yard: The additional screening and lot requirements of subsection 11-21-9.E of this title shall apply.

Section 50. Section 11-62-19.A of the Zoning Ordinance (RH-2 District – Design and Construction Standards) is hereby amended to read as follows:

- A. Design and construction standards for townhome uses shall be as provided for within the RM-3 District specified in section 11-60-21 of this title.

Section 51. Section 11-62-23 of the Zoning Ordinance (RH-2 District – Transition Requirements and Setbacks) is hereby amended to read as follows:

11-62-23: TRANSITION REQUIREMENT: Any RH-2 zoned property abutting an RS-1, RS-2, RS-3, RS-4, RS-CBD district shall have a minimum of one (1) tier of townhomes bordering such a district and shall be subject to the same lot and building standards as the RM-1 district. Exemptions to the provisions of this section may be granted subject to the approval of an administrative permit at the time of development, provided one (1) or more of the following conditions exist:

- A. The properties are separated by a major collector or arterial street.
- B. The abutting land use is a nonresidential use allowed in the district in which it is located.
- C. The properties are separated by a railroad right of way, wetland, water body, floodplain, public open space, park or other such similar publicly reserved and development restricted area with a minimum width of one hundred feet (100') across its entire length.

Section 52. Section 11-63-3 of the Zoning Ordinance (RH-CBD District – Processing) is hereby repealed in its entirety and amended to read as follows:

11-63-3: DOWNTOWN DEVELOPMENT GUIDE: Those permitted uses, conditional uses, interim uses, and uses by administrative permit provided for by this chapter within the RH-CBD

district shall only be allowed provided that the specific property is guided for such uses by the Comprehensive Plan and Downtown Development Guide.

Section 53. Section 11-63-5 of the Zoning Ordinance (RH-CBD District – Permitted Uses) is hereby amended to add the following provision with subsequent sections renumbered accordingly:

B. Multiple family dwellings.

Section 54. Section 11-63-9.E of the Zoning Ordinance (RH-CBD District – Conditional Uses) is hereby repealed in its entirety with subsequent sections renumbered accordingly.

Section 55. Section 11-75-3.L of the Zoning Ordinance (OP District – Permitted Uses) is hereby repealed in its entirety with subsequent sections renumbered accordingly.

Section 56. Section 11-75-7 of the Zoning Ordinance (OP District – Conditional Uses) is hereby repealed in its entirety with subsequent sections renumbered accordingly.

D. Data centers.

Section 56. Section 11-96-3 of the Zoning Ordinance (PUD District – Application) is hereby amended read to as follows:

11-96-3: APPLICATION: A PUD district shall not be established for parcels guided for rural or agricultural land uses by the comprehensive plan, except to allow for public or quasi-public uses.

Section 57. This ordinance shall be effective immediately upon its passage and publication according to law.

(remainder of page intentionally blank signatures follow)

ADOPTED by the Lakeville City Council this _____ day of _____, 2025.

CITY OF LAKEVILLE

BY: _____
Luke Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk

SUMMARY ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING TITLE 10 (SUBDIVISIONS) AND TITLE 11
(ZONING ORDINANCE) OF THE LAKEVILLE CITY CODE

This ordinance amends Title 10 and Title 11 of the Lakeville City Code. An amendment has been made to the following chapters of the Lakeville City Code:

Title 10 (Subdivisions)

10-4-3: Design Standards – Streets and Alleys

10-6-2: Variances, Planning Commission Recommendations, Standards

Title 11 (Zoning)

11-2-3: Rules and Definitions – Definitions

11-3-2: Amendment; Administration – Procedure

11-4-3: Conditional Use Permits; Administration – Procedure

11-14-13: Conditional Use Permits; Administration – Expiration

11-5-3: Interim Use Permits; Administration – Procedure

11-5-5: Interim Use Permits; Administration – General Standards

11-5-11: Interim Use Permits; Administration – Expiration

11-6-5: Variances, Administration- Review Criteria

11-6-7: Variances; Administration – Procedures

11-6-9: Variances; Administration – Expiration

11-7-9: Appeals; Administration – Procedures

11-8-3: Administrative Permits and Approvals; Administration – Procedures

11-9-7: Site Plan Review; Administration – Procedures

11-17-9: General Yard, Lot Area, and Building Regulations – Building Type and Construction

11-18-7: Accessory Buildings, Structures, Uses and Equipment – Single Family Dwelling Accessory Uses

11-18-9: Accessory Buildings, Structures, Uses and Equipment – All Zoning Districts

11-19-13: Off-Street Parking-Number of Spaces Required

11-23-15: Signs – General Regulations

11-25-1: Public Property/Rights of Way

11-27-3: Model Homes

11-30-17: Antennas – Personal Wireless Service Antennas

11-30-23: Antennas – Telecommunications Right-of-Way Users
11-53-7: RS-4 District – Conditional Uses
11-57-7: RST-2 District – Conditional Uses
11-57-15: RST-2 District – Lot Requirements and Setbacks
11-57-19: RST-2 District – Two Family and Detached Townhome Design and Construction Standards
11-58-17: RM-1 District – Lot Requirements and Setbacks
11-58-21: RM-1 District –Design and Construction Standards
11-59-17: RM-2 District – Lot Requirements and Setbacks
11-59-21: RM-1 District –Design and Construction Standards
11-60-17: RM-3 District – Lot Requirements and Setbacks
11-60-21: RM-3 District – Design and Construction Standards
11-61-11: RH-1 District – Uses by Administrative Permit
11-61-13: RH-1 District – Development Density
11-61-15: RH-1 District – Lot Requirements and Setbacks
11-61-17: RH-1 District – Design and Construction Standards
11-61-23: RH-1 District – Transition Requirements and Setbacks
11-62-11: RH-2 District – Uses by Administrative Permit)
11-62-15: RH-2 District – Lot Requirements and Setbacks
11-62-17 RH-2 District – Design and Construction Standards
11-62-23: RH-2 District – Transition Requirements and Setbacks
11-63-3: RH-CBD District – Processing
11-63-5: RH-CBD District – Permitted Uses
11-63-9: RH-CBD District – Conditional Uses
11-75-3: OP District – Permitted Uses
11-75-7: OP District – Conditional Uses
11-96-3: PUD District – Application

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 4th day of August 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

6. City of Lakeville - Development and Residential Districts

Chair Zimmer opened the public hearing to consider amendments to Title 10 (Subdivisions) and Title 11 (Zoning) of the City Code, relating to development and residential districts.

Daniel Licht, The Planning Company, presented the draft of the ordinance. The bulk of the proposed amendments are intended to address regulations that impact 'Missing Middle' housing, which are units attainable by median or lower income households. Community Development staff acknowledge that the proposed changes won't suddenly making housing affordable, but the intent is to provide flexibility that may expand the range of housing prices available in Lakeville.

The Planning Commission discussed Missing Middle housing issues and potential development regulation amendments at a work session on December 5, 2024. Based on that discussion, City staff began drafting language to amend the City's existing development regulations. This effort was set aside until after the conclusion of the recent legislative session to ensure that any modifications wouldn't conflict with statutory requirements that may have been approved and signed into law by the Governor. With the legislative session adjourned, the amendments are being brought forward for consideration.

Mr. Licht reviewed and highlighted a number of the proposed amendments.

Chair Zimmer opened the hearing to the public for comment.

Bob Erickson, 19081 Inndale Drive, raised issues relating to the fiscal sustainability of proposed amendments, whether the RH density changes will affect Lakeville Schools, and changes to the antennae definition. He also asked about the amount of RST-2 land still available for development.

Motion was made by Swaney, seconded by Kaluza to close the public hearing at 7:20 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Mr. Licht responded to the issues raised, indicating that the amount of land guided and zoned for RST-2 in the entire city on the future land use plan is approximately nine percent (existing and future) of the city's area. The density range for areas guided high density is nine to 26 dwelling units per acre. The minimum of 5,000 square feet per dwelling unit equates about nine units per acre, while the proposed change to 3,800 square feet per dwelling unit equates to about 11 units per acre. The 2040 Land Use plan is based on meeting a minimum overall density of three units per acre while the upcoming 2050 Land Use plan will require an overall density of 3.5 units per acre for new development. No changes were made to the definition of antennas.

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Kaluza thinks Lakeville needs to respond to concerns regarding ordinances without having them dictated by others. He added that it's appropriate for Lakeville to craft ordinances specific to Lakeville and he will support the ordinance.
- Chair Zimmer stated she also agrees with Commissioner Kaluza in supporting the specific Lakeville ordinances.

- Commissioner Traffas asked for clarification of the reduction of the minimum size of garages for dwellings that don't have basements. Mr. Licht stated the proposed amendment would remove the requirement for a larger garage space for units without a basement. There is space to park a vehicle in a driveway, and the RM districts also have guest parking requirements within the townhouse development. There is no change to the garage width requirement.

Motion was made by Swenson, seconded by Tinsley to recommend to City Council approval of the proposed ordinance amendments to Title 10 (Subdivisions) and Title 11 (Zoning) of the City Code relating to development and residential districts.

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

Nays: 0

7. Staff Notices

The next Planning Commission meeting will be on August 7. There being no further business, the meeting was adjourned at 7:33 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder



3601 Thurston Avenue
Anoka, MN 55303
763.231.5840
TPC@PlanningCo.com

MEMORANDUM

TO: Community Development Director Tina Goodroad
Planning Manager Kris Jenson

FROM: D. Daniel Licht

DATE: 9 July 2025, revised 29 July 2025

RE: Lakeville – Zoning Ordinance; Missing Middle Housing

TPC FILE: 135.01

BACKGROUND

Mayor Luke Hellier convened a discussion on 26 August 2024 with several builders active in Lakeville regarding Missing Middle housing issues. Missing Middle housing is the gap in the market of new housing supply attainable by median or lower income households caused by economic and regulatory factors that include land values, materials, labor, interest rates, regional development policies, and development regulations. Mayor Hellier's intent for the discussion session is for the City to proactively engage with residential builders to collaborate on potential solutions that benefit Lakeville, its existing and future residents, and the residential builders. Session participants all agreed that changes only to local development regulations would not significantly address housing cost issues, but the residential builders believed that such changes may expand the range of new housing values available in Lakeville.

Many of the Lakeville development regulations mentioned by the residential builders at the discussion session were implemented following the completion of the 1994 Growth Management Strategic Plan, adoption of the 1998 Comprehensive Plan, and amendments of the Zoning Ordinance in 2000. Based on the history of our office's service to Lakeville and involvement in these and subsequent planning efforts, City staff requested we provide background information on these regulations for consideration by the Planning Commission.

The Planning Commission discussed Missing Middle housing issues and potential development regulation amendments at a work session on 5 December 2024. Based on the discussion of the Planning Commission, City staff began drafting language to amend the City's existing development regulations. This effort was set aside until after the conclusion of the recent legislative session to ensure that any modifications didn't contradict statutory requirements that may have been approved and signed into law by the Governor. With the legislative session adjourned, consideration of these proposed amendments was noticed for a public hearing to be held by the Planning Commission on 17 July 2025.

Exhibits:

- Draft ordinance

ANALYSIS

Regional Density Requirements. The Metropolitan Council establishes minimum density thresholds for residential development within the Twin Cities Metropolitan Area within the regional development plan adopted every 10 years. The current ThiveMSP 2040 plan requires that the overall density of residential development in Lakeville be a minimum of 3.0 to 5.0 dwelling units per acre, which is effectively an increase from the prior 2030 regional plan requirement of a minimum of 3.0 dwelling units per acre. The Imagine 2050 regional development plan proposes to further increase the minimum residential density requirement to 3.5 dwelling units per acre. There is no reason to expect that the required minimum residential development density requirement will not stay the same or even increase with subsequent regional development plans. The increases in minimum development density required for residential land uses necessitates that the City review its development regulations to consider opportunities to achieve the required density with housing consistent with the City's goals.

1994 Growth Management Strategic Plan. The City initiated a strategic planning effort in 1994 to identify means of ensuring growth in Lakeville was managed and fiscally sustainable. Following approval of the 1994 Growth Management Plan, the Zoning Ordinance was updated to increase minimum lot area requirements, establish residential buffer yard and tree preservation requirements, include a provision that site plans for single family dwellings include space for three car garages, etc.. Many of these development regulations have been modified over time, but remain in place today.

2000 Zoning Ordinance Update. A fundamental goal of the 1998 Comprehensive Plan and 2000 Zoning Ordinance update was to standardize development requirements and allow for certain flexibilities through administrative permit, conditional use permit, or interim use permit processes. The objective of this effort was to minimize the use of Planned Unit Development as either a PUD, Planned Unit Development District that would allow for approval of any density or land use allowed by the Zoning Ordinance within a single project or as a Planned Unit Development – Conditional Use Permit that allowed for flexibility from any setback; height; lot area, width, and depth; yards; or other bulk or dimensional standard.

PUDs are meant to allow for a higher level of development than can be realized through standard zoning requirements that benefit both the City and the developer. In practice, PUDs can be overutilized resulting in a myriad of standards applied from development-to-development with no consistency and providing no expectation on the part of residential builders as to what the City's minimum requirements are. A primary example of this would be townhouse developments in the City approved prior to 1998 that were required to be completed as PUD Districts as there were no performance standards set forth for multiple principal buildings on one lot, use of private drives, or design and construction standards for this form of residential land use.

The City prohibited use of PUD Districts for land guided by the Comprehensive Plan for Low Density Residential uses and eliminated Planned Unit-Development-Conditional Use permit as a planning tool with the 2000 Zoning Ordinance update. The 2000 Zoning Ordinance update also resulted in establishing the RST-2, Residential Single and Two Family District, RM, Residential Medium Density Districts, and RH, Residential High Density Districts that included lot requirements and design construction standards for townhouses and multiple family dwellings. The development of these

standards was based initially on ensuring sustainability of the City's housing supply in terms of livability, durability, and finance.

Residential builders participating in the discussion session were divided between wanting to see greater opportunity to utilize PUD Districts for their projects or a preference for the standardized approach implemented with the 2000 Zoning Ordinance Update.

Missing Middle Amendments: The following paragraphs outline specific provisions of the Zoning Ordinance noted at the discussion session that the Planning Commission proposes to be amended in response to Missing Middle housing issues. We have provided these in the order in which they are included in the Zoning Ordinance for ease of reference. The Planning Commission may discuss the opportunity to amend any or all of these provisions without regard to preference or priority.

- **Attached Garages.** The City established minimum area requirements for garages attached to single, two family, detached townhouse, and townhouse dwellings with the 2000 Zoning Ordinance update. The Zoning Ordinance was later amended to add minimum width requirements.

Dwelling Type	With Basement	Without Basement	Minimum Width
Single and Two Family	480sf.	540sf.	22ft.
Detached Townhouses and Townhouses	440sf.	540sf.	20ft.

The purpose of the minimum area requirements is to ensure that there is sufficient space within the garage for parking two vehicles, which is the off-street parking requirement established by the Zoning Ordinance for single family, two family, detached townhouse, and townhouse dwellings. The minimum area requirements also provide for storage space within the garage for storage of waste containers, bicycles, outdoor recreation equipment, seasonal decorations, etc. The minimum area required for dwellings without basements reflects that storage use within the garage is often needed when there is less space inside the dwelling itself.

Residential builders offered the following points regarding the minimum garage space requirements, particularly the additional space required for dwellings without basements:

- No other cities have a similar requirement for additional storage space for dwellings without basements.
- The minimum area requirement, especially that for dwelling units without basements, requires residential builders to modify their building plans specifically for Lakeville.
- A garage area less than 480 square feet is functional and other areas of the country are seeing increased use of one-car garages for townhouse dwellings.

The Planning Commission recommended amending the Zoning Ordinance to eliminate minimum area requirements for all dwellings without basements. City staff is also recommending that the provision requiring lots established after January 1, 1994 be required to provide a site plan accommodating a three-stall attached garage whether construction is intended or not. Development on the remaining vacant lots within the RS-1, RS-2, and RS-3 District are likely to include a three-stall attached garage. Single family lots within the RS-4, RST-1, RST-2 are sized

to allow for three-stall garages if the market desires them making the existing site plan requirement unnecessary.

- **Single Family Lot Requirements.** Single family zoning districts consisted of the R-1, R-2, and R-3 Districts until 2010. The RS-4 District was established with the 2010 Zoning Ordinance update to provide an additional “small-lot” single family district reflecting changes to the housing market after the Great Recession of the 2000s. The single family lot standards for the RS-4 District are used for single family lots allowed in the RST-1, RST-2 and RM-1 Districts, or where a transitional land use is required in the RM-1, RM-2, RH-1, or RH-2 Districts.

District		Minimum Lot Area ¹	Minimum Lot Width ¹
RS-1		20,000sf.	100ft.
RS-2		15,000sf.	100ft.
RS-3		11,000sf.	85ft.
RS-4	Permitted	8,400sf.	70ft.
	By CUP	7,500sf.	55ft.
RST-2		7,500sf.	55ft.
1. Interior lot			

The City recently amended the Zoning Ordinance to include Section 11-57-7.H allowing greater flexibility from the single family lot requirements within the RST-2 District by approval of a conditional use permit, shown above. The intent of these provisions was to codify the flexibilities allowed by the PUD Districts for Spirit of Brandtjen Farm and Avonlea such that lots of varied area and width could be incorporated into an individual neighborhood. Lots with varied lot areas and lot width expands housing choices within these developments, utilizes developable land more efficiently, and helps to achieve regional density requirements. Brookshire was the template development that these standards were first utilized for. These provisions of the lot area/width flexibility were raised at the developer discussion session and discussed by the Planning Commission:

- **Zoning District.** The lot area flexibility is limited to only the RST-2 District. The Planning Commission supports amending the Zoning Ordinance to make use of the lot flexibility in a manner to be more easily implemented in the RST-2 District by removing the requirement for a Conditional Use Permit. The Planning Commission also recommended expanding the opportunity to for this same lot area and width flexibility more to more areas of the City by allowing lots less than 8,400 square feet or 70 feet in width within the RS-4 District with approval of a Conditional Use Permit.
- **Minimum Lot Area.** The minimum lot area required is 7,500 square feet, but the existing Zoning Ordinance provisions includes additional limitations. The mean and median area of the lots within the preliminary plat must be equal to or greater than the base district allowance. By making the smaller lot area and width standards the minimum requirement in the RST-2 District, these limitations are removed allowing for ease of implementation. As for the allowance of smaller lots in the RS-4 District, the proposed conditional use standards only includes a maximum percentage of lots smaller than the district base standards, again with the intent to ease implementation. These changes are responsive to comments from the residential builders that the existing

provisions are cumbersome to navigate as part of the subdivision design process. City staff believes changes that make these provisions easier to administer would be beneficial and would help meet minimum regional density requirements.

One concern of City staff with reducing the minimum lot area and lot width requirement other than with these additional criteria or through a conditional use permit process is the City's ability to influence the subdivision design is minimized. The Comprehensive Plan encourages subdivision design to utilize a curvilinear street layout that responds to existing natural conditions of a parcel, results in variations in lot areas and widths, and minimizes through traffic and vehicle speeds opposed to a grid layout for streets and blocks. A condition requiring curvilinear subdivision design is proposed in combination with the other modifications to address this issue.

- **Minimum Plat Area.** A minimum preliminary plat area of 100 acres is required to qualify for the lot area flexibility as a conditional use. The intent was to approach such flexibility conservatively, at least initially, limiting the potential application to large tracts. The proposed ordinance amendment would eliminate the minimum preliminary plat area criteria for the RST-2 District. City staff also recommends that a minimum plat area requirement not be required for reduction in minimum lot area and width as allowed within the RS-4 District with approval of a Conditional Use Permit.
- **Base Lot Setbacks.** Detached townhouses and townhouse dwellings can be platted in two ways: as a unit and base lot or as a Common Interest Community. When townhouses are platted in a unit and base lot, the building and its dwellings are sited within an individual unit lot(s) surrounded by a base lot owned in common by the homeowners association. The Zoning Ordinance requires a 30 foot setback from a detached townhouse or townhouse building to the base lot perimeter lot line.

The 30 foot setback was established with the 2000 Zoning Ordinance update when the City required a typical 30 foot front yard setback requirement and was meant to separate the townhouse dwellings from surrounding land uses. The Zoning Ordinance has been amended to allow a smaller 20 foot setback on the side of a townhouse building to public rights-of-way. Interior to the base lot, a minimum setback of 14 feet between detached townhouse buildings and 20 feet between townhouse buildings is required and the garage face of a townhouse must be setback 25 feet from public rights-of-way.

The residential builders at the discussion session and City staff agree that overlapping and varied setback requirements are difficult to apply and reduce the efficiency of development. The Planning Commission recommends the following changes to the RST-2, RM-1, RM-2, RH-1, and RH-2 Districts, which mirror the requirements of the R-3 District:

- Reduce perimeter setback to 10 feet.
- Minimum setbacks between all buildings within the same base lot of 14 feet.
- **Exterior materials.** One of the requirements standardized with the 2000 Zoning Ordinance update was exterior finishes for detached townhouse and townhouse dwellings. The intent of the regulations is to require durable materials that will minimize long-term maintenance for

homeowners associations. These requirements have been modified over time to include new materials such as fiber cement siding or engineered wood:

1. *A minimum 25% of each elevation must be brick or stone.*
2. *No one elevation may have more than 75 percent of one finish except for brick or stone.*
3. *No material may be used for more than 60 percent of all elevations except for brick or stone.*
4. *Except on the front elevation, rock face block, cement fiberboard, or engineered wood qualifies for meeting the brick or stone requirement provided that it extends the full width of the foundation and is at least 60 percent of the area of the elevation.*

The Planning Commission recommended changes to these exterior material requirements, including eliminating the minimum requirements for brick or stone exterior materials for detached townhouse, two family, and townhouse buildings. The proposed amendments also allow for broader use of cement fiber or engineered wood exterior finishes towards meeting the percentages of high quality materials comprising the exterior of these buildings.

- **Planned Unit Development.** The 2000 Zoning Ordinance update include prohibiting use of PUD Districts for land guided Low Density Residential uses by the Comprehensive Plan. This provision was amended to allow for a PUD District for a development of at least 540 acres for the Spirit of Brandjen Farm development and amended again to require a minimum of 320 acres for the Avonlea development. Both of these developments were considered to extraordinary projects that had been the subject of years of planning and include amenities well over and above any City requirement, especially as it relates to parks and open space.

As Lakeville continues to develop at a sustained pace, the number of large tracts to which the option of using a PUD District for development will continue to decrease. Furthermore, remaining, smaller undeveloped parcels may have challenges that cannot be easily addressed through the conventional standards of the Zoning Ordinance. Areas west of I-35 Lakeville are examples. Whereas the 1994 Growth Management Strategic Plan recommended addressing these challenges through larger lot sizes and less dense development, such considerations are not practical given regional minimum residential development densities that are now required to be maintained. This approach to development also does not provide for the same level of natural resource or open space protection that the City achieved through the PUD Districts of Spirit of Brandtjen Farm and Avonlea.

The Planning Commission recommended eliminating the minimum area required for use of a PUD District to allow for greater flexibility in the use of such tools. Use of PUD District would remain at the discretion of the City with Planning Commission review and City Council approval. The purpose statements in Section 11-96-1 of the Zoning Ordinance provide guidance as to the appropriate use of PUD Districts:

- A. *Provide for the establishment of PUD districts in appropriate settings and situations to create or maintain a development pattern that complies with the comprehensive plan.*
- B. *Allow for the mixing of land uses within a development when such mixing of land uses could not otherwise be accomplished under this title.*
- C. *Provide for variations to the strict application of the land use regulations in this title in order to improve site design and operation, while at the same time incorporating design elements (e.g., construction materials, landscaping, lighting, etc.) that exceed the city's standards to offset the effect of any variations.*
- D. *Promote a more creative and efficient approach to land use within the city, while at the same time protecting and promoting the health, safety, comfort, aesthetics, economic viability, and general welfare of the city.*
- E. *Preserve and enhance natural features and open spaces.*
- F. *Maintain or improve the efficiency of public streets and utilities.*
- G. *Ensure the establishment of appropriate transitions between differing land uses.*

Other Amendments. The Planning Department initiates an annual review of the Zoning Ordinance, Subdivision Ordinance, and/or City Code to address issues identified in the course of ongoing administration of the City's development regulations and review of development applications. City staff and our office have collaborated on drafting of proposed amendment language to address the current list of housekeeping related items for consideration in conjunction with the proposed Missing Middle amendments. The following changes are included in the proposed ordinance amendment:

- **Street Extensions.** Section 10-4-3.A of the Subdivision Ordinance requires that plats provide for arrangement and extension of streets to connect within existing subdivisions or provide opportunity for subdivision of adjacent unplatted parcels. The Subdivision Ordinance is proposed to be amended to specify that public streets constructed within a plat must be extended to the plat line to allow for continuation of the streets when adjacent parcels are subdivided.
- **Temporary Cul-De-Sacs.** Section 10-4-3.D.1 of the Subdivision Ordinance requires a temporary cul-de-sac be provided at the terminus end of streets that will be extended in the future, either as part of a future phase of the same plat or for an abutting unplatted parcel. The Subdivision Ordinance is proposed to be amended to clarify that a temporary cul-de-sac is required when the temporary dead-end street is more than two hundred feet in length or accesses more than two dwelling units.
- **Subdivision Ordinance Variances.** The City Attorney is recommending that the provisions for variance within the Subdivision Ordinance be amended to be the same as that of the Zoning Ordinance. The Zoning Ordinance provisions are consistent with the statutory language regarding practical difficulties versus the prior standard of undue hardship.

- **Definitions.** The definition of wall signs within the Zoning Ordinance is proposed to be amended to include canopy and marquee signs for greater clarity in applying the regulations for walls signs established in Chapter 23 of the Zoning Ordinance.
- **Application Administration.** The application sections of the Zoning Ordinance for amendment, conditional use permits, interim use permits, variances, and administrative permits reference fees as provided for by City Council resolution. The reference to City Council resolution is to be replaced by a cross reference to Section 11-1-19 of the Zoning Ordinance that addresses establishment of fees and responsibilities for costs related to zoning applications.
- **Approval Extension.** Approvals for conditional use permits, interim use permits, and variances expire one year from the date of City Council action unless an extension is requested. In order to streamline the extension process, the following modifications are proposed:
 - Terminate one year from the date of approval or from the date a final plat is recorded, whichever is later.
 - Allow administrative approval of a one year extension.
 - Require only City Council approval for extensions; the City Council may refer extension requests to the Planning Commission if warranted.
- **Interim Use Permits.** The Zoning Ordinance currently cross references the process, standards, and criteria for interim use permit applications with the provisions set forth for conditional use permits. Cross referencing was used in the past for duplicative sections of the Zoning Ordinance to reduce the bulk of the printed code book. However, as the regulations are now more often accessed online, reducing the number of clicks necessary to obtain information is a priority. As such, the Zoning Ordinance is to be amended to include procedures and standards for interim use permit applications within Chapter 5 of the Zoning Ordinance.
- **Zoning Variances.** The City Attorney is recommending amendments to the procedures for variance applications set forth by Section 11-6-7 of the Zoning Ordinance, including eliminating the distinct minor and major variance applications. All variance applications will require a public hearing at the Planning Commission with recommendation to the City Council, sitting as the Board of Adjustment, for a final decision consistent with the process outlined by Statute.
- **Exterior Finishes.** Section 11-17-9.B of the Zoning Ordinance establishes various grades of materials used for exterior finishes. This section of the Zoning Ordinance is often amended as new materials or finish techniques are developed that maintain desired aesthetics and durability. City staff is recommending that concrete based exterior cladding systems that are non-structural (opposed to pre-cast concrete panels) be included as a Grade A material.
- **Accessory Buildings.** City staff is recommending modifications of the Zoning Ordinance provisions regulating accessory building area to simplify the regulations by removing the percentage of lot area limit. City staff also recommends modifications to building height limits for detached accessory structures established by Section 11-18-9.C of the Zoning Ordinance for residential uses to better align the allowed heights with the character of development.

- **Off-Street Parking.** City staff is proposing amendment to the number of off-street parking spaces required by Section 11-19-13 of the Zoning Ordinance for commercial recreation uses. The proposed amendments include breaking down commercial recreation uses into various subcategories. The proposed number of spaces to be required for the specific uses are based on Institute of Transportation Engineer Parking Demand Studies, American Planning Association research, and review of other Twin Cities Metropolitan Area city zoning standards.
- **Signs.** The provisions of Section 11-23-15.R.3.a of the Zoning Ordinance require amendment to include the M-1 and M-2 District related signs for multiple tenant buildings.
- **Antennas:**
 - The City Attorney is recommending amendment of Section 11-25-1 and 11-30-23.C of the Zoning Ordinance to address placement of antennas within public rights-of-way, including exemptions from obtaining a conditional use permit.
 - Section 11-30-17.C.2 of the Zoning Ordinance must be amended to correct that a conditional use permit is required for placement of an antenna on other than a public structure or existing tower.
- **Renting Rooms.** The Zoning Ordinance allows renting of rooms within single family dwellings by administrative permit within the RH-1 and RH-2 Districts. As single family dwellings are no longer an allowed use within these districts, the renting of room provisions are proposed to be repealed.
- **RH Districts:**
 - City staff proposes that the Zoning Ordinance be amended to reduce the minimum lot area per dwelling unit requirement for townhomes within the RH-1 District from 5,000 square feet to 3,800 square feet consistent with RM-3 and RH-2 District density.
 - The design and construction standards for townhouses within the RH-1 and RH-2 Districts are also proposed to be revised to mirror the requirements of the RM-3 District rather than the RM-1 District.
 - The transition requirement for RH-1 and RH-2 District zoned property abutting RS Districts is proposed to be amended to only require one tier of townhouse dwellings in order to maintain the density guided by the Comprehensive Plan.
- **Downtown Lakeville.** Development in downtown Lakeville is guided by the Downtown Development Guide. City staff recommends making compliance with the Downtown Development Guide an overall requirement of the District. This change will allow for multiple family dwellings to be listed as a permitted instead of conditional use within the district. This change is proposed to make it easier to develop multiple family dwellings within downtown Lakeville while adhering to the Downtown Development Guide as to appropriate locations for such uses.
- **Data Centers.** City staff recommends changing data centers from a permitted to conditional use within the O-P District due to potential infrastructure and compatibility issues with such uses

and intended character of O-P District development. Data centers are to remain a permitted use within the I-1 and I-2 districts.

CONCLUSION

The information outlined herein is provided as background as to many of the development regulations discussed by Mayor Hellier, City staff, and residential builders current active in Lakeville related to Missing Middle housing issues.

City staff has expanded the list of proposed amendments to also address the routine annual review of the City's development regulations aimed at streamlining processes, maintaining best practices, or addressing administration and implementation issues.

City staff recommends approval of the proposed ordinance amendments of the City's development regulation in the form presented.

- c. Justin Miller, City Administrator
Zachary Johnson, City Engineer
Andrea McDowell Poehler, City Attorney



Date: 8/4/2025

Next Work Session August 25, 2025

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
