



AGENDA CITY COUNCIL MEETING

August 18, 2025 - 6:00 PM
City Hall Council Chambers

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

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Fire Department Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 08/04/2025 City Council Meeting
 - c. Resolution accepting donations from customers of the Lakeville Liquor Stores
 - d. Agreement with ECSI to upgrade Access Control at Water Treatment Plant
 - e. Resolution Approving an Application to the Legislative-Citizen Commission on Minnesota Resources for a 2026 Environmental and Natural Resources Trust Fund Grant
 - f. Agreement with Bluum Technology to Replace and Upgrade the Cablecast System
 - g. Contract for Lift Station 4 Rehabilitation
 - h. Quote for City Hall Landscaping
 - i. Resolution Approving Charitable Gambling Lakeville South Football Association
 - j. Temporary On-Sale Liquor License for Dakota Curling Club
7. Action Items
 - a. Ordinance Amending Title 10 and Title 11 of the City Code and Summary Ordinance

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for Publication

- b. Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC Comprehensive Plan and Zoning Map Amendments
 - c. Tradition Development Comprehensive Plan and Zoning Map Amendments
- 8. Unfinished Business
 - 9. New Business
 - 10. Announcements
 - a. Next Work Session Monday, August 25, 2025
 - b. Next City Council Meeting Tuesday, September 2, 2025
 - 11. Adjourn



Date: 8/18/2025

Fire Department Quarterly Report

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
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Date: 8/18/2025

Check Register Summary

Proposed Action

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

Overview

Checks	326751- 327011	\$2,480,926.11
ACH/EFT	21613- 21962	\$7,623,422.03
Total		\$10,104,348.14

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. 07.29.25 and 08.12.25 CKSUM-ACH-EFT
2. 07.29.25 and 08.12.25 CKSUM-Checks
3. aCheck Register 07.29.25 and 08.12.25 for August 18, 2025 Council Mtg - Checks
4. aCheck Register 07.29.25 and 08.12.25 for August 18, 2025 Council Mtg - ACH-EFT

Financial Impact: \$10,104,348.14 Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Cheri Donovan, Assistant Finance Director
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CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	834,065.35
2000 COMMUNICATIONS FUND	1,147.08
4000 BUILDING FUND	190,562.52
4100 EQUIPMENT FUND	148,091.56
4125 TECHNOLOGY FUND	2,145.51
4161 ARENAS CAPITAL IMPROVEMENTS	1,495.00
4200 PARK DEDICATION FUND	125,669.14
4401 TRAIL IMPROVEMENT FUND	768.50
4500 PARK IMPROVEMENT FUND	3,816.00
4700 2022C PARK BONDS	880.54
4710 2023A PARK BONDS	128,747.32
4720 2024A PARK BONDS	54,930.53
5200 STATE AID CONSTRUCTION FUND	1,021,603.07
5300 PAVEMENT MANAGEMENT FUND	475,902.72
5500 WATER TRUNK FUND	12,159.25
5600 SANITARY SEWER TRUNK FUND	236,866.61
6589 22-24 AIRLAKE 70 IMPROVEMENT	1,667.50
6590 2023 STREET RECONSTRUCTION	5,996.00
6595 24-02 STREET RECONSTRUCTION	1,449.00
6596 24-03 COLLECTOR RD REHAB	186.75
6597 2025 STREET PROJECTS	1,408,858.08
7450 ENVIRONMENTAL RESOURCES FUND	79,809.90
7575 STREET LIGHTING FUND	70.82
7600 WATER FUND	92,807.09
7700 SEWER FUND	73,776.00
7800 LIQUOR FUND	1,228,406.04
8000 ESCROW FUND	992.73
8910 ESCROW - DCA/SECTION 125	4,635.58
8970 LAKEVILLE ARENAS - OPERATIONS	11.00
9800 PAYROLL CLEARING FUND	1,485,904.84
Report Total:	7,623,422.03

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	136,476.38
2000 COMMUNICATIONS FUND	2,817.84
3124 2024A TAX BONDS (PARK REF)	500.00
3125 2025A FIRST CENTER	1,958.00
4000 BUILDING FUND	1,871.76
4100 EQUIPMENT FUND	1,740.08
4125 TECHNOLOGY FUND	6,802.79
4161 ARENAS CAPITAL IMPROVEMENTS	12,541.07
4200 PARK DEDICATION FUND	184,650.94
4500 PARK IMPROVEMENT FUND	120,850.00
4710 2023A PARK BONDS	27,218.24
4720 2024A PARK BONDS	509,135.80
5300 PAVEMENT MANAGEMENT FUND	233,655.12
7450 ENVIRONMENTAL RESOURCES FUND	37,664.85
7575 STREET LIGHTING FUND	43,626.44
7600 WATER FUND	66,005.52
7700 SEWER FUND	470,500.81
7800 LIQUOR FUND	449,458.00
7900 MUNICIPAL RESERVES FUND	13,902.34
8000 ESCROW FUND	158,775.33
9800 PAYROLL CLEARING FUND	774.80
Report Total:	2,480,926.11



MINUTES CITY COUNCIL MEETING

**August 4, 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, Volk, Wolter
Absent: Council Member Lee

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

3. Citizen Comments

None

4. Additional agenda information

None

5. Presentations/Introductions

a. Police Department Quarterly Report

Police Chief Brad Paulson presented the department's quarterly report.

6. Consent Agenda

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

- 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
- 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**

Mayor Hellier opened the public hearing at 6:17 p.m.
There were no comments from the public.

Motion was made by Volk, seconded by Bermel, to close the public hearing at 6:18 p.m.
A voice vote was taken on the motion. Ayes - Hellier, Bermel, Volk, Wolter
Absent: Lee

Motion was made by Bermel, seconded by Volk, to grant an on-sale license for Joy's Thai Cuisine, LLC for an On-Sale Wine and On-Sale 3.2% Malt Liquor License.
Roll call was taken on the motion. Ayes - Hellier, Bermel, Volk, Wolter
Absent: Lee

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

Community Development Director Tina Goodroad presented the staff report regarding the ordinance amendments for Titles 10 and 11 of the City Code. The proposed amendments primarily focus on development and residential districts. Many of the changes stem from discussions with local builders about ways to simplify requirements and introduce more flexibility in the ordinances governing townhome development and construction.

The Planning Commission conducted a public hearing on the proposed ordinance amendment during its meeting on July 17, 2025. Only one public comment was received. The Planning Commission unanimously recommended the approval of the ordinance amendment.

During the meeting, the City Council inquired about the changes made to the regulations concerning small cell wireless antennas. Staff clarified that these amendments were implemented to ensure consistency with state statutes.

Motion was made by Bermel, seconded by Wolter, to approve the ordinance amending

City Council Meeting Minutes
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Title 10 and Title 11 of the City Code and Summary ordinance for publication.
Roll call was taken on the motion. Ayes - Hellier, Bermel, Volk, Wolter
Absent: Lee

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

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Hellier, Mayor



Date: 8/18/2025

Resolution accepting donations from customers of the Lakeville Liquor Stores

Proposed Action

Staff recommends adoption of the following motion: Motion to approve a resolution accepting donations valued at \$28,659.19 on behalf of Lakeville Liquor customers to be used by the Lakeville Police Department for the purchase and training of two police K-9's.

Overview

The Lakeville Liquor Stores hosted a fundraiser to benefit the Lakeville Police Department during the month of July 2025. Funds were raised using donation jars, the sale of discounted club memberships, rounding up totals at the register, admission fees for Emporium Room events, and a Bingo night.

The total funds provided by the Lakeville Liquor Stores for the Lakeville Police Department is \$28,659.19.

Supporting Information

None

Financial Impact: \$28,659.19 Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community Value and Belonging Report Completed by: Tana Wold, Liquor Operations Director

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION ACCEPTING DONATIONS FROM CUSTOMERS OF THE
LAKEVILLE LIQUOR STORES**

Resolution accepting donations from customers of the Lakeville Liquor Stores for use by the Lakeville Police Department.

WHEREAS, Minnesota Statute 465.03 requires that all gifts and donation of real or personal property be accepted only with adoption of a resolution of the governing body; and

WHEREAS, the City of Lakeville's Liquors Stores have received donations of money in the amount of \$28,659.19; and

WHEREAS, the grants and/or donations were beneficial to the department, and

WHEREAS, the additional revenues received may require the City to incur additional expenditures in order to comply with any grant agreements or restrictions to the donations.

NOW, THEREFORE IT BE RESOLVED by the City Council of the City of Lakeville that the donations are hereby officially accepted and acknowledged with gratitude to the donors; and

BE IT FURTHER RESOLVED that City staff is authorized to amend the budget to comply with any grant agreements or restrictions to the donations.

APPROVED this 18th day of August 2025

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 8/18/2025

Agreement with ECSI to upgrade Access Control at Water Treatment Plant

Proposed Action

Staff recommends adoption of the following motion: Move to approve agreement with ECSI to upgrade the access control system at Water Treatment Plant

Overview

Following our standard budget and lifecycle evaluations, we plan hardware upgrades to meet the City's security, compatibility, and capability needs. As part of our multi-year plan to replace the outdated access control system and integrate card access with our camera systems, we are continuing the transition to Genetec.

This phase will:

- Upgrade our aging backend system to allow for newer, more secure credentials
- Upgrade the card readers at the doors to allow for those credentials
- Add the buildings' 'Main Entrance' to the system to allow for easier and more secure rental access.
- Add the 'Employee Entrance' and 'Interior Hallway Doors,' which are in the facilities area to allow more controlled and secure access to that area.

Staff recommends the approval of the full project, totaling \$68,659.

Supporting Information

1. Lakeville Water Treatment Genetec

Financial Impact: \$68,659 Budgeted: Yes Source: Water & Sewer Fund Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Trevor Stewart, IT Manager
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7900 Chicago Avenue S
Bloomington, MN 55420
651-735-7470

August 7, 2025

Mr. Trevor Stewart

RE: Lakeville Water Treatment Genetec

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

Access Control

ECSI will include all the following equipment and labor associated:

- (1) Genetec Reader Cabinets
- (1) Genetec 1502 Board
- (7) Genetec 52 Boards
- (16) Card Reader Replacements
- Demo of Existing System
- Installation and Programming Setup

Total Building Amount:	\$31,280.00
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Door Add Panel

To add any additional doors, ECSI will have to install an additional Genetec panel to accommodate additional readers. The following budget may be adjusted slightly depending on how many of the (3) additional doors you accept.

Additional Door Panel Budget:	\$7,940.00
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This budget will give you the allowance for (2) additional doors and capacity for (3) future Genetec Board

Door CR adds

ECSI is providing budget for (3) new doors. The following price below is inclusive of a per door budget including all necessary Genetec hardware and locking hardware:

Main Entrance:	\$7,850.00
Interior Hallway Doors:	\$7,850.00
Employee Entrance:	\$11,694.00

Clarifications & Exclusions

- Work to be performed during normal business hours.
- Piping is included for employee entrance
- Fire alarm connection included
- If COL accepts all (3) door adds, an additional MR52 board will be needed at a cost of \$2,045.00
- AC power (if needed) to be provided by others.

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



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

Terms: Our proposal is valid for 60 days.

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

Sincerely,

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

Approved By: _____

Date: _____



Date: 8/18/2025

Resolution Approving an Application to the Legislative-Citizen Commission on Minnesota Resources for a 2026 Environmental and Natural Resources Trust Fund Grant

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Authorizing an Application to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) for a 2026 Environmental and Natural Resources Trust Fund (ENRTF) Grant.

Overview

The LLCMR makes funding recommendations to the legislature for special environmental and natural resources projects, primarily from the Environment and Natural Resources Trust Fund (ENRTF). Projects that are awarded funding from the ENRTF help maintain and enhance Minnesota's environment and natural resources. The 2026 ENRTF Request for Proposal included proposals for projects that aim to protect, conserve, preserve and enhance Minnesota's air, water, land, fish, wildlife and other natural resources. The application requested funding for the Lake Marion Greenway Trail: Ritter Farm Park to Dodd Boulevard portion of the project. This includes new trail construction and reconstruction of existing trails to create a connection between Ritter Farm Park and Dodd Boulevard.

Staff presented the Lake Marion Greenway project to a board of panelists from the LCCMR in June. The project was picked as a 2026 award recipient, and if ultimately approved by the legislature, would receive \$1,797,000 in grant funding. As we move forward in the process, a new resolution approved by the City Council is required.

Supporting Information

None

Financial Impact: \$NA Budgeted: No Source: Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Joe Masiarchin, Parks and Recreation Director

**A RESOLUTION APPROVING AN APPLICATION TO THE LEGISLATIVE-CITIZEN
COMMISSION ON MINNESOTA RESOURCES (LCCMR) FOR A 2026 ENVIRONMENTAL
AND NATURAL RESOURCES TRUST FUND (ENRTF) GRANT**

WHEREAS, The City of Lakeville seeks \$1,797,000.00 for the Lake Marion Greenway Trail which includes new trail construction and reconstruction of existing trails to create a connection from Ritter Farm Park to Dodd Blvd

NOW, THEREFORE, BE IT RESOLVED, That the City of Lakeville supports the above referenced project and authorizes the submittal of a proposal for funding of this project on behalf of the City of Lakeville to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2026 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal; and

BE IT FURTHER RESOLVED, That, if funding is awarded, the City of Lakeville agrees to accept the award and may enter into an agreement with the state of Minnesota for the above referenced project. The City of Lakeville will comply with all applicable laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement and the approved LCCMR work plan; and

BE IT FURTHER RESOLVED, That City of Lakeville understands that grants from the ENRTF are generally paid out on a reimbursement basis. The City of Lakeville has the financial capability to pay for project expenses prior to seeking reimbursement; and

BE IT FURTHER RESOLVED, That City of Lakeville certifies none of the current principals of the City of Lakeville have been convicted of a felony financial crime in the last ten years. For this purpose, a principal is defined as a public official, a board member, or staff that would have the authority to access or determine the use of ENRTF funds, if awarded; and

BE IT FURTHER RESOLVED, That the City of Lakeville Parks & Recreation Director is hereby authorized to execute such agreements and work plans as necessary, and Joe Masiarchin is authorized to implement the project on behalf of the City of Lakeville.

BE IT FURTHER RESOLVED, That the City of Lakeville has the financial capability to meet the match requirements and ensure adequate construction, operation, and maintenance of the project once completed; and

PASSED AND ADOPTED by the Lakeville City Council this 18th day of August, 2025.

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 8/18/2025

Agreement with Bluum Technology to Replace and Upgrade the Cablecast System

Proposed Action

Staff recommends adoption of the following motion: Move to approve agreement with Bluum Technology to upgrade Cablecast System

Overview

As part of our regular budget and lifecycle evaluations, we continually assess our equipment to consolidate technology, replace outdated systems and ensure everything operates efficiently. Bluum Technology will replace the City's existing Cablecast server with a new Cablecast CBL-VIO4-800 4-channel multi-format server, which powers our video playback system for both cable and web.

The project scope includes:

- New hardware server and software, including graphics, bulletin board and scheduling features
- Hardware warranties and a year of Gold Support
- Installation assistance and online training
- Live streaming server
- 1,000 hours of Cablecast Closed Captioning Service (supports live meeting captions and on-demand video captions)
- Integration, programming and on-site installation

Pricing was obtained through the Minnesota State Contract.

Supporting Information

1. Bluum Tech Proposal - 58913 R1 (081825)

Financial Impact: \$50,077.92 Budgeted: Yes Source: PEG Funding Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Tierney Helmers, Communications Manager
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Proposal

Design & Integration

City Of Lakeville

A Technology Proposal created for: Lakeville - Cablecast System upgrade

Account Executive: Mike Chapley

Systems Engineer: Peter Obermesik

Opportunity Number: 58913

Revision: 1





Scope of Work

System Objective and Overview

Bluum is pleased to present The City of Lakeville with the following scope of work for the Cablecast System Upgrade.

Quote A - Cablecast System Upgrade

Bluum will replace the existing Cablecast server with a new Cablecast CBL-VIO4-800 4 channel multi-format server. The included Cablecast products and services in this proposal will include:

- QTY 1 - 4 channel configurable SD/HD SDI encode/decode, multi-format server with 10TB of usable RAID5 storage in a 3 RU chassis. Includes 2 10GB ethernet ports. Redundant power. Selectable SD or HD SDI with embedded audio. Pulls in RTP, RTMP, RTSP, NDI, SRT and HLS streams. Includes Cablecast Automation, Video and CG server Software. Cablecast CG Player Software is optional. Includes graphics, crawl, bug, bug text on output. 3 year hardware warranty, system commissioning and one year of Gold support included.
- QTY 2 - Cablecast CG bulletin board software for installation in Cablecast VIO video servers. All bulletin board features and native integration with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins, updated dynamically throughout the day.
- QTY 2 - Annual hardware warranty contract for the CBL-VIO4. First 3 years are included with the purchase. 2 Additional years of Hardware Assurance, covering the system for a total of 5 years.
- QTY 16 - Annual support subscription per I/O (Input/Output). Same day email, phone and remote login support. Includes all new software releases. Also includes premium features only available with Gold or Platinum support. VIO4 = 4 I/O. VIO2, VIO Lite and VIO Stream = 2 I/O. *Software updates are customer installed with guided instructions included, support assistance provided as needed. Cablecast can perform installation of software updates for an additional \$300 (CBL-SVC-UPGRADE). 4 Additional years of Gold Support, covering the system for a total of 5 years.
- QTY 6 - One hour of scheduled online training, installation assistance, guidance, or targeted help in utilizing Cablecast, Cablecast CG and REFLECT. Needs to be scheduled 2 weeks in advance. Training hours expire after 2 years from purchase.
- QTY 1 - 1000 hour block of the Cablecast Closed Captioning Service. Supports live captioning of meetings and events as well as on-demand captioning of video files. Runs on both Cablecast VIO and FLEX video servers, as well as VIO Stream. Users can input custom vocabularies for increased accuracy.
- QTY 1 - Single channel H.264 HLS adaptive bit-rate live streaming server in a 2RU chassis, integrated into Cablecast's user interface and internet channels. Resolution scales to 1080P. Stream is controllable through Cablecast and may be disabled on a per show basis. 3 year hardware warranty and system commissioning included.
- QTY 2 - Annual hardware assurance contract for the CBL-LIVE. First 3 years are included with the purchase.
- QTY 1 - Annual Cloud-based reflection service operating in conjunction with a Cablecast Live server that provides a virtually unlimited number of Live streams while conserving your internal bandwidth. Includes up to 3 streaming channels. Only available for systems not running a Cablecast VOD server.

This proposal assumes all existing cabling used with the existing Cablecast server will be repurposed with the new Cablecast server. No cabling or devices outside of the Cablecast server will be provided. If modifications are required to the existing system outside of this scope of work, a change order will be provided to the client.

Client Responsibilities

The following responsibilities and items requested below are a requirement as per the project scope to be completed by the Client. If any of the below items cannot be completed prior to the dates coordinated with Bluum project management staff additional charges may apply.

This proposal assumes all owner furnished equipment is operational and without issues. If issues are discovered to exist

with owner furnished equipment, Bluum reserves the right to charge for lost installation time, and will provide a solution to fix the issue which may result in a change order.

- Provide electrical services as required to meet the needs of the AV system.
- Provide and configure all required network connections.
- Verifying configuration of the network connection prior to installation date.
- Provide a clear, clean, and accessible room for the installation.
- Un-interrupted access to the rooms during install.
- Coordination of parking and building access.

Customer Expectations:

If multiple rooms were quoted, installation pricing for this proposal assumes that all quotes will be signed off on and installed at the same time. If one or more of the quotes in this proposal are not approved, existing quotes will need to be revised to reflect those changes and additional charges may apply.

Equipment locations such as closets, or cabinetry may require additional venting, or in some cases, dedicated cooling units to keep equipment operating at standard temperatures.

Bluum will not be responsible for the condition and functionality of any existing OFE (Owner Furnished Equipment) during the installation process. This includes transitioning product from the process of de-installation to re-installation. Should existing equipment fail or be found to not work properly with our system design, the customer will have the option of sourcing a Bluum approved replacement part or Bluum will offer a billable replacement alternative. If OFE malfunction causes delays in the installation timeframe, additional billable labor charges may apply.

The undersigned authorizes Bluum Technology to proceed in accordance with the proposal including options elected & agrees as a representative of the client to be responsible for payment. By signing the below, the client has read, understands & agrees to the scope of services, client responsibilities, terms & conditions & privacy policy.

Clients Name & Email Address (Please Print): _____

Authorized Signature: _____ Date: _____



Bluum of Minnesota
1771 Energy Park Drive
Suite 100
St. Paul MN 55108
800-933-7337 | 612-331-5500
www.bluumtech.com

Quote

#373129

06/09/2025

Bill To

Accounts Payable
City Of Lakeville
20195 Holyoke Avenue West
Lakeville MN 55044

Ship To

Jack Hoza
City Of Lakeville
20195 Holyoke Avenue
Lakeville MN 55044

Memo:

Cablecast System upgrade R1

*Quote is still good 8/12/25 per Mike Chapley

Expires	Sales Rep	Contract	Terms
07/09/2025 *	592 Mike Chapley	MNS-CPV 152129	Net 30

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
1	Integration Item CBL-VIO4-800 4 channel configurable SD/HD SDI encode/decode, multi-format server with 10TB of usable RAID5 storage in a 3 RU chassis. Includes 2 10GB ethernet ports. Redundant power. Selectable SD or HD SDI with embedded audio. Pulls in RTP, RTMP, RTSP, NDI, SRT and HLS streams. Includes Cablecast Automation, Video and CG server Software. Cablecast CG Player Software is optional. Includes graphics, crawl, bug, bug text on output. 3 year hardware warranty, system commissioning and one year of Gold support included.	Cablecast	\$21,244.30	\$21,244.30	\$19,313.00	\$19,313.00	10%	Video Products
2	Integration Item CBL-CGPLAYER-LIC Cablecast CG bulletin board software for installation in Cablecast VIO video servers. All bulletin board features and native integration with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins, updated dynamically throughout the day	Cablecast	\$1,364.00	\$2,728.00	\$1,240.00	\$2,480.00	10%	Video Products





Bluum of Minnesota
1771 Energy Park Drive
Suite 100
St. Paul MN 55108
800-933-7337 | 612-331-5500
www.bluumtech.com

Quote

#373129

06/09/2025

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
2	Integration Item CBL-VIO4-HA Annual hardware warranty contract for the CBLVIO4. First 3 years are included with the purchase.	Cablecast	\$1,593.08	\$3,186.16	\$1,448.25	\$2,896.50	10%	Video Products
16	Integration Item CBL-GOLD-CH-1YR Annual support subscription per I/O (Input/Output). Same day email, phone and remote login support. Includes all new software releases. Also includes premium features only available with Gold or Platinum support. VIO4 = 4 I/O. VIO2, VIO Lite and VIO Stream = 2 I/O.	cablecast	\$297.00	\$4,752.00	\$270.00	\$4,320.00	10%	Video Products
6	Integration Item CBL-SVC-PH-HRLY One hour of scheduled online training, installation assistance, guidance, or targeted help in utilizing Cablecast, Cablecast CG and REFLECT. Needs to be scheduled 2 weeks in advance. Training hours expire after 2 years from purchase.	cablecast	\$88.00	\$528.00	\$80.00	\$480.00	10%	Video Products
1	Integration Item CBLCAPTIONING-1000 Pricing for a 1000 hour block of the Cablecast Closed Captioning Service. Supports live captioning of meetings and events as well as on-demand captioning of video files. Runs on both Cablecast VIO and FLEX video servers, as well as VIO Stream. Users can input custom vocabularies for increased accuracy.	Cablecast	\$5,527.50	\$5,527.50	\$5,025.00	\$5,025.00	10%	Video Products



373129



Bluum of Minnesota
1771 Energy Park Drive
Suite 100
St. Paul MN 55108
800-933-7337 | 612-331-5500
www.bluumtech.com

Quote

#373129

06/09/2025

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
1	Integration Item CBL-LIVE-800 Single channel H.264 HLS adaptive bit-rate live streaming server in a 2RU chassis, integrated into Cablecast's user interface and internet channels. Resolution scales to 1080P. Stream is controllable through Cablecast and may be disabled on a per show basis. 3 year hardware warranty and system commissioning included.	Cablecast	\$3,784.00	\$3,784.00	\$3,440.00	\$3,440.00	10%	Video Products
2	Integration Item CBL-LIVE-HA Annual hardware assurance contract for the CBL-LIVE. First 3 years are included with the purchase.	Cablecast	\$266.48	\$532.96	\$242.25	\$484.50	10%	Video Products
1	Integration Item CBL-REFLECTLIVE Annual Cloud-based reflection service operating in conjunction with a Cablecast Live server that provides a virtually unlimited number of Live streams while conserving your internal bandwidth. Includes up to 3 streaming channels. Only available for systems not running a Cablecast VOD server.	Cablecast	\$1,232.00	\$1,232.00	\$1,120.00	\$1,120.00	10%	Video Products
7	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design		\$120.00	\$840.00				
9	Minnesota State Contract - Project Management		\$90.00	\$810.00				
2	Minnesota State Contract - In-House Installation		\$90.00	\$180.00				





Bluum of Minnesota
1771 Energy Park Drive
Suite 100
St. Paul MN 55108
800-933-7337 | 612-331-5500
www.bluumtech.com

Quote

#373129

06/09/2025

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
10	Minnesota State Contract - On-Site Installation		\$95.00	\$950.00				
16	Minnesota State Contract - Programming & Configuration Professional/Technical Design Service; Programming and Configuration		\$120.00	\$1,920.00				
1	Minnesota State Contract - Maintenance / Service (Std 1 yr) Maintenance / Service; Standard One Year Installation Warranty https://www.bluum.com/standard-service-warranty		\$1,299.00	\$1,299.00				

Subtotal \$49,513.92

Tax Total \$0.00

Shipping Cost \$564.00

Total \$50,077.92

Thank you,

Mike Chapley

E: mike.chapley@bluum.com

bluum.com



373129



Bluum of Minnesota
1771 Energy Park Drive
Suite 100
St. Paul MN 55108
800-933-7337 | 612-331-5500
www.bluumtech.com

Quote

#373129

06/09/2025

Please reference this quote number on your purchase order.

Please inspect product upon delivery. State of Minnesota Contract Return Policy will apply.

Standard Times for Delivery from Receipt of PO*:

- Stocked Product Equipment Only Sales – Three to Five Business Days
- Non-Stocked Product Equipment Only Sales – Ten to 14 Business Days
- Integration Projects – Two to Eight Weeks

*All days include time in transit and assume product is not on back order with the manufacturer.



373129



Proposal Summary

Check the quotes intended for purchase.

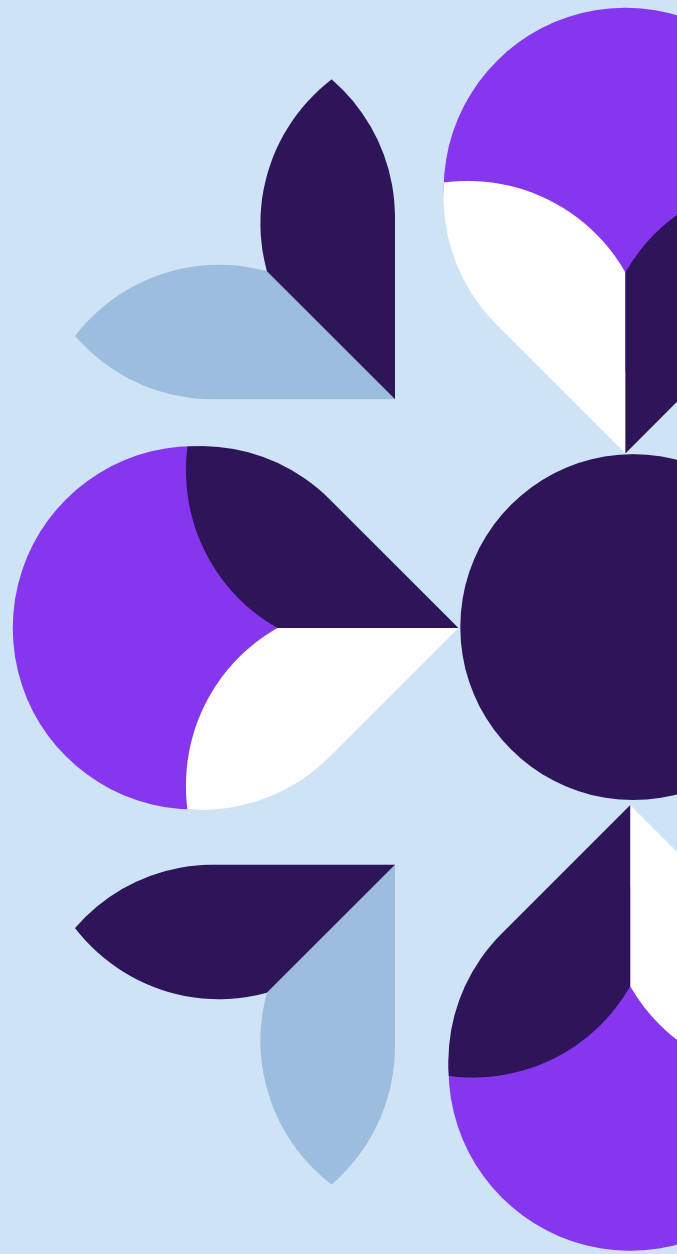
State Contract :	\$	50,077.92
Non Contract :	\$	-
Quote A -	\$	50,077.92 ☐
Project Total:	\$	50,077.92



Cultivate Possibility

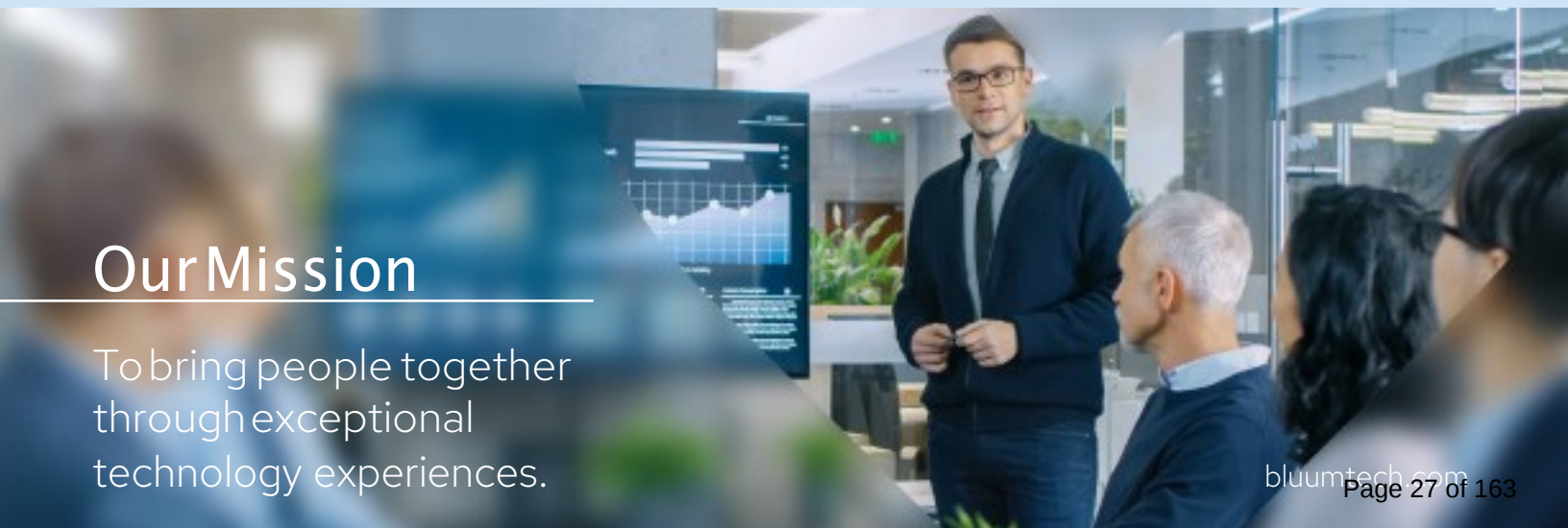
With the hyper-accelerated transition to technology-based work and learning, organizations and businesses are seeking deeper partnerships with solutions providers that can deliver more than a sale. True partners take time to listen and understand your needs, and are vested in helping you achieve your goals and deliver results.

The act of 'blooming' signals a moment of transformation when the right people, knowledge and resources come together to create something greater than the sum of its parts. We help organizations like yours digitally transform the way you work and learn to unlock greater value, and bloom where you are planted.



Our Mission

To bring people together through exceptional technology experiences.



Experience the power of partnership at its best. Beyond delivering leading-edge technology solutions, Bluum Technology provides guidance, services and support to optimize the value of your investments throughout the technology lifecycle.



Strategy

We aim to develop and maintain a long-term partnership with you. Why? It helps ensure we not only design, build and support the solution you need, but deliver results that help your organization grow.

- ♥ Improved engagement
- ♥ Greater productivity
- ♥ Optimized costs
- ♥ Increased brand value

Design

Bluum Technology, together with our vendor partners, provides full consultation to design and power your on-site and remote workspaces and meeting rooms.

The Bluum team will continue to support you long after the project is complete.

Integration & Installation

We use a thorough pre-implementation planning process that starts with a dedicated project manager who oversees the implementation.

Site visits confirm the scope and site are in alignment before our certified technicians begin installation.

Professional Development

Once your solution is installed, Bluum Technology can help you increase user adoption, engagement and collaboration.

Our team of professional development instructors provides a variety of training programs to empower your workforce to use technology for improved collaboration and productivity.

Technical Support

Bluum Technology provides 24/7 technical support via phone or email through our easy-to-access helpdesk.

Our dedicated service team is the largest in the market and maintains numerous industry certifications to enable quick resolution to any support needs.

Maintenance

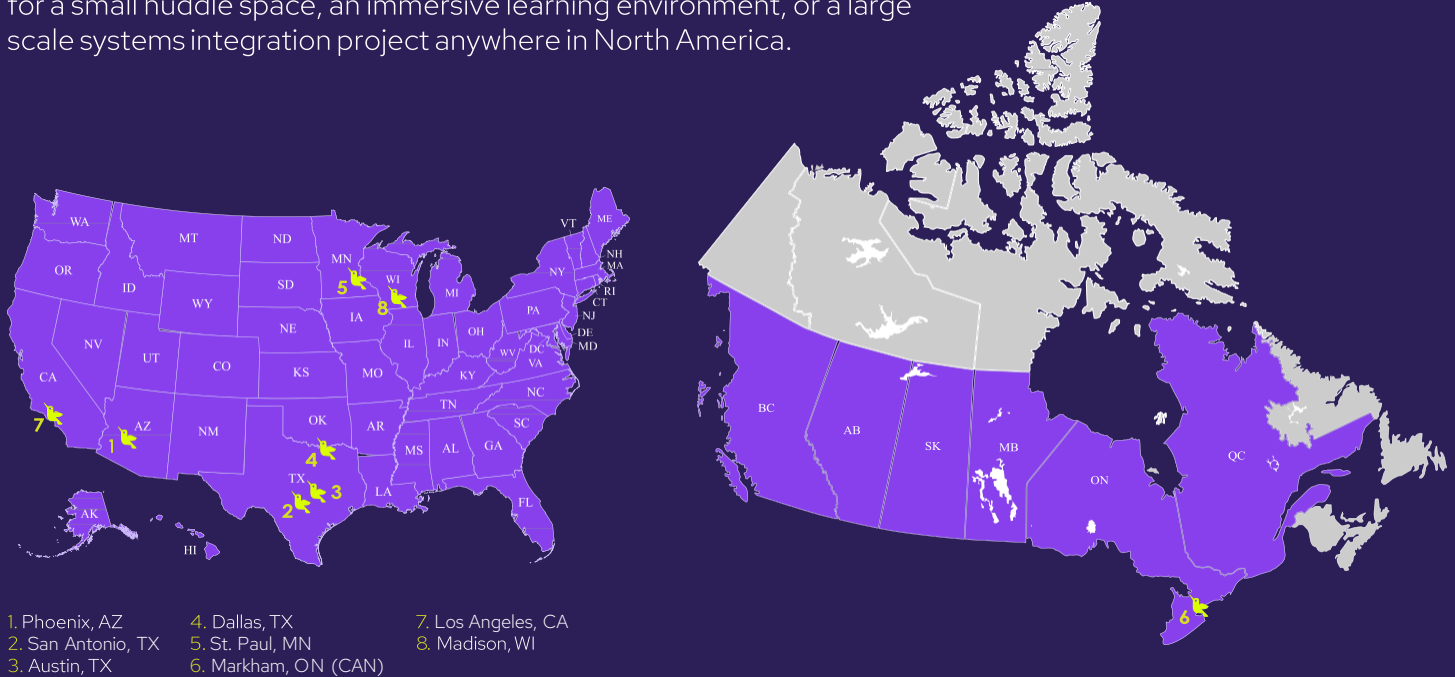
Our national network of experienced integrators and installers can provide service anytime, anywhere including:

- ♥ Local repair and service dispatch
- ♥ Preventative maintenance contracts
- ♥ Service level agreements
- ♥ Installation of firmware and software updates
- ♥ Maintenance reports
- ♥ No-cost consultation on system upgrades

ABOUT US



We can handle all your technology needs—whether designing a solution for a small huddle space, an immersive learning environment, or a large scale systems integration project anywhere in North America.



BY THE NUMBERS

780+
on
Team Bluum

40+
Years in
Business

3x
Revenue Growth
Since 2019

7.0M+
Products Sold
Annually

50
State
Coverage

10K+
Projects
Completed

HONORS & INDUSTRY RECOGNITION



AVIXA Certification
AV Provider of Excellence



No. 50 on Solutions
Provider 500 List (2021)
CRN Magazine



INC. 5000 Honoree – Fastest
Growing Company (2021)
Inc. Magazine



Fastest Growing
Company (2021)
Phoenix Business Journal



No. 10 Systems Integrator (2021)
Top 50 Systems Integrators List
Systems Contractor News



WINNER – Fast 50 Award
(2018)
Twin Cities Business Journal



No. 56 on Fast Growth 150 List
(2021)
CRN Magazine

WINNER – Best AV Company
(2016, 2017)
TCB Magazine



Bluum Technology (formerly Trox+Tierney) has been helping customers improve communications, collaboration and uncover more value for over 40 years. As a true partner, we are with you every step of the way – from consultation, planning and design through integration, installation and beyond. With a solid understanding of how technology can be leveraged to create exceptional user experiences, we can help you derive the greatest benefits and maximize overall value of your technology investments.

We are confident that we can provide the right mix of expertise, products and services to effectively support your requirements. If you need more information, please contact us at 612-331-5500. If you need more perspective on how we work with our customers, we'll be happy to connect you with some references.

We look forward to the opportunity to partner with you soon.





Date: 8/18/2025

Contract for Lift Station 4 Rehabilitation

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Quality Flow Systems, Inc. for the rehabilitation of Lift Station 4.

Overview

The City of Lakeville Utilities Division operates and maintains 23 sanitary sewer lift stations that are critical to ensuring safe and reliable wastewater service. These stations pump wastewater from lower elevations to higher elevations.

Each lift station is placed on a 10–15 year rehabilitation schedule, with the exact timing based on flow conditions and equipment wear. Lift Station 4 was last rehabilitated in 2010 and has reached the point where key components are showing signs of wear and reduced efficiency.

A recent inspection confirmed the need to replace the pumps, gate valves, and check valves, and to relocate the pump's electrical shut-off from the dry pit to the control panel, an upgrade that will improve both safety and operational accessibility.

The City has standardized on KSB-brand pumps for consistency, performance, and ease of maintenance. Quality Flow Systems, Inc. is the sole-source dealer for KSB pumps in Minnesota. Staff obtained a quote from Quality Flow Systems, Inc. in the amount of \$54,375, which includes all labor, materials, and installation required to complete the rehabilitation.

Supporting Information

1. Contract for Lift Station 4 Quality Flow
2. Quote - Quality Flow Lift 4
3. KSB Sole Source Letter

Financial Impact: \$54,375.00 Budgeted: Yes Source: Sewer Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Shane Quade, Utilities Superintendent
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**FORM OF AGREEMENT
BETWEEN CITY OF LAKEVILLE AND CONTRACTOR
FOR NON-BID CONSTRUCTION CONTRACT**

THIS AGREEMENT made this 18th day of August 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and **QUALITY FLOW, LLC**, a _Minnesota limited liability company_ (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. City of Lakeville 2020 Standard Specifications.
- C. EJCDC C-700 2018 Edition, as amended by City of Lakeville Supplementary Conditions to the General Conditions.
- D. Contractor’s Quotation Form.

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

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents. Contractor shall not begin any work until the City has received the signed contract and has reviewed and approved the insurance certificates and has given the Contractor a written notice to proceed. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances. City shall not be responsible for discovering deficiencies in the accuracy of Contractor’s services. This contract may be terminated by the City at any time upon discovery by the City that Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minnesota Statutes § 16C.285, subd 3, the Responsible Contractor statute.

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor’s Proposal and in an amount not to exceed Fifty-Four Thousand Three Hundred Seventy-Five and 00/100 dollars (**\$54,375.00**). Additional work performed without the City’s written approval will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the City Engineer. All of the Contractor’s work and

labor shall be subject to the inspection and approval of the City Engineer. If any materials or labor are rejected by the City Engineer as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City Engineer at the Contractor's sole cost and expense.

B. Progress Payments; Retainage. City shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work or the Contractor shall have the options regarding retaining in accordance with Minnesota Statutes 15.71 and 15.74.

C. Payments to Subcontractors.

(1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

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

D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the City Engineer. Final completion of the Work, including final restoration and establishment of permanent cover ("Restoration"), occurs upon completion of all work under the Contract Documents as determined by the City Engineer.

5. **COMPLETION DATE.** All Work must be completed by December 15, 2023.

6. **CONTRACTOR'S REPRESENTATIONS.**

A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the site.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Subcontracts:

- (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.
- (2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
- (3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.
- (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

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

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

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

\$2,000,000 Each Occurrence

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

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

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

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

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

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

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

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

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

9. WARRANTY. The Contractor warrants all public utility work to be performed by it pursuant to this Agreement against poor material and faulty workmanship. Warranty bonds are not required.

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

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

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

12. MISCELLANEOUS.

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

- B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
- D. Data Practices/Records.
 - (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.
- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.
- G. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

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

OWNER:
CITY OF LAKEVILLE

CONTRACTOR:

BY: _____

BY:  , Sales Manager

Luke M. Hellier, Mayor

Its: Quality Flow Systems Inc.

AND

Ann Orlofsky, City Clerk



800 6th Street
New Prague, MN 56071 USA
Tel: (952) 758-9445
Cell: (952) 221-9800
Fax: (952) 758-9661

Quotation

Customer Name: Lakeville, MN

Quotation Date: 08/12/2025

Contact: Kyle Hanson

Prepared By: Cory Malay

Lead Time: 10 - 12 Weeks

Quality Flow Systems is pleased to provide a quotation in accordance with your request and as follows:

Lift Station 4, Dry Well Rehab;

This will consist of supplying new KSB dry-pit submersible pumps along with new valves, piping, and complete installation. Please see my itemized parts breakdown below.

Item	Description	Qty	Net Each	Total Net
1	LS 4 Wet Well Rehab to Include: (2) KSB, Model KRT F 80-216/114XEG-D, 230/3, 1750rpm, Dry Pit Submersible Pump to Include: • Vortex Non-Clog Impeller (7.087) • Double Mechanical Seals • 2-Part Epoxy Paint • O.T. / Seal Fail Sensors Built Into Pump • 5hp, 230/3, IE3, X-Proof Motor • 50' Power Cable • Pump Lifting Handle • 7-Year Pro Rated Warranty • Onsite start-up of pump • Freight (1) Removal of all Three Phase Electrical from Dry-Well, Terminate Pumps Directly into Control Panel (A/R) Piping to Include: • (1) Flange x Flange T, 6" x 4" x 4" • (2) 6" Gate Valves, Wheeled Operator • (2) 4" Gate Valves, Wheeled Operator • (2) 4" Swing Check Valves	1	\$54,375.00	\$54,375.00 +applicable tax

Item	Description	Qty	Net Each	Total Net
	• (2) 4" Expansion Joints with Control Rods • (2) 4" x 6" Reducers • (2) 4" 90 Degree Elbows • (A/R) D.I. Spool Pieces, Filler Flanges • (2) 4" Footed Base Elbows • (1) 6" FCA • (A/R) Hardware, Gaskets, Shop Supplies • Installation Labor • Freight			

Terms:

Quotation is valid for 30 days. Based upon Quality Flow Systems Standard Terms and Conditions of Sale; copy provided upon request.

If you have any other questions or concerns, please give me a call.

Thanks for the opportunity,
Cory Malay
(952) 221-9800

Date: October 29, 2024

Subject: KSB Products and Services – State of Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, and Nebraska Sole and Exclusive Municipal Distributor Notification

Attention: Cory Malay
Quality Flow Systems
800 6th Street NW
New Prague, MN 56071

This letter is intended as confirmation and evidence that Quality Flow Systems is the officially appointed, sole and exclusive KSB distributor for pumps, mixers, parts and other industry related components offered by KSB in the Water Market Area (municipalities) for the states of Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, and Nebraska. Additionally, Quality Flow Systems is recognized as KSB's sole Factory Authorized Service (FAS) and Repair center for the states of Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, and Nebraska.

To achieve KSB FAS certification, Quality Flow Systems technicians are required to attend KSB internal training, including FM (explosion proof) processes/procedures, as a qualification to service, repair, and conduct warranty evaluations and repairs for KSB products. All inquiries related to the products and services of KSB within the states of Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, and Nebraska should be directed exclusively to KSB Dubric.

Please feel free to contact me any further information is required on this matter.

Sincerely,

Rusty Smith
KSB North Central Regional Manager
Water Market Area

Ph. 630.567.1266
Email rusty.smith@ksb.com



Date: 8/18/2025

Quote for City Hall Landscaping

Proposed Action

Staff recommends adoption of the following motion: Move to approve the First Amendment to Contract with Gonzo Bros Landscaping Limited Liability Company for landscaping around City Hall and monument signs.

Overview

The landscaping at City Hall has become overgrown, and the existing weed barrier fabric has deteriorated, allowing invasive plants to take hold. This has created an unsightly appearance that does not reflect the City's professional image and has increased ongoing maintenance demands for staff.

To address these issues, staff recommends using the City's existing landscaping contractor to complete the removal and replacement work. The work would be performed under the hourly rates and unit costs outlined in the Building and Facilities Landscape Maintenance 2025 contract, approved by Council on January 21, 2025. This approach will maintain consistency with current maintenance standards and streamline project coordination.

Scope of Work:

- Removal of overgrown vegetation and debris
- Removal and disposal of the defective weed barrier
- Installation of new, high-quality weed barrier fabric
- Replanting and add rock or mulching as needed to restore aesthetics and reduce future maintenance needs

Supporting Information

1. First Amendment to Contract
2. City Hall Landscaping Quote

Financial Impact: \$21,490.00 Budgeted: Yes Source: Building Fund CIP 4012.6540 Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Tom Breeggemann Facility Supervisor
--

FIRST AMENDMENT TO CONTRACT FOR SERVICES

THIS FIRST AMENDMENT (this "**Amendment**") is made as of this ____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("**City**"), and **GONZO BROS LANDSCAPING LIMITED LIABILITY COMPANY**, a Minnesota limited liability company, ("**Contractor**").

WHEREAS, the City and Contractor entered into a Contract For Services Building and Facilities Landscape Maintenance 2025 on January 20, 2025 for lawn maintenance services on various city parcels ("**Contract**");

WHEREAS, the City desires to have Contractor provide additional landscape services for City Hall.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Amendment to Paragraph 1(F) of the Contract.** Paragraph 1(F) of the Agreement is amended in its entirety to read as follows

F. Contractors Proposal (Exhibit C) and Contractors' Quote Dated August 8, 2025 (Exhibit D)

2. **Amendment to Paragraph 2 of the Contract.** Paragraph 2 of the Contract is amended to include in the Work, the work proposed in Contractor's Proposal attached as Exhibit D.

3. **Amendment to Contract.** The Contract is amended to include Exhibit D as attached hereto.

IN WITNESS WHEREOF, the City and Contractor have entered into this Amendment as of the date first above written.

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

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

**GONZO BROS LANDSCAPING
LIMITED LIABILITY COMPANY**

By: _____

Print Name: _____

Its: _____

EXHIBIT D



ESTIMATE #3140

SENT ON:

08/11/2025

RECIPIENT:

City of Lakeville

7570 179th St W
Lakeville , MN 55044

SENDER:

Gonzo Bros Landscape

19740 Kenrick Avenue
Lakeville, Minnesota 55044

SERVICE ADDRESS:

20195 Holyoke Avenue
Lakeville, Minnesota 55044

Phone: 6125037621

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Website: www.gonzobroslandscape.com



City Hall Landscaping Renovation

City Hall Lakeville Landscaping Project:

This project involves the removal of all existing landscaping materials, including rocks, mulch, shrubbery, perennials, weeds, and any deteriorated or broken black plastic edging, followed by the installation of new materials.

Scope of Work:

The current landscaping has become ineffective due to overgrown plants and an unsuccessful weed barrier. The goal is to create a more streamlined, tidy, and functional design by replacing the old materials with new ones. The newly installed plants will include: (including monument signs and raising canopies on evergreens)

Karl Forester Grasses

Daylilies

Ornamental Lilac Trees

Rudbeckia (Black-eyed Susans)

Veronica (Royal Candles)

Colorado Blue Spruce Globes

This redesign aims to enhance the aesthetic appeal while ensuring better functionality and ease of maintenance.



ESTIMATE #3140

SENT ON:
08/11/2025

Product/Service	Description	Qty.	Unit Price	Total
Labor Cost: (not to exceed) - \$12,240.00		1	\$12,240.00	\$12,240.00
Materials Cost: (not to exceed) - \$7,000.00 (rock, edging, weed barrier, plantings)		1	\$7,000.00	\$7,000.00
Disposal Cost: (not to exceed) - \$1,250.00		1	\$1,250.00	\$1,250.00
Equipment Cost: (not to exceed) - \$1,000.00		1	\$1,000.00	\$1,000.00
Total				\$21,490.00

Reviews

Janice Stephens



Very satisfied with Gonzo Bros Landscaping. Good communication. The crew did a fantastic job with placement of plants and clean up. Very detailed work.

Mary Beth Erickson



We got multiple bids to replace edging and refresh mulch and rock. Gonzo Bros had the best bid, excellent communication and outstanding work. We could not believe the difference they made. They were so efficient, professional with great attention to detail and amazing clean up in all areas. 100% will use them again.

david leake



The workers were very nice to work with and the job looks very nice. Gonzo Brothers was very easy to work with. We will definitely use them again.

This quote is valid for the next 30 days, after which values may be subject to change.

Terms & Conditions:

1. Gonzo Bros Landscape shall furnish all of the materials and perform all of the work as described in the attached Estimate. If the Estimate provided is not accepted by the client within 30 days of receipt it can be withdrawn by Gonzo Bros Landscape.
2. Materials: Until completion of the project, all materials are the property of Gonzo Bros Landscape. Any remaining surplus materials following completion of the project remain the property of Gonzo Bros Landscape.
3. Pricing & Changes: Costs associated with this project are provided in the attached Estimate. Change orders will be pre-approved by the client and fully explained in detail before any work is done.
4. Utilities: Gonzo Bros Landscape will contact the state's public utility locating service at least 48 hours prior to the



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start of any project that requires digging or dirt removal. It is the responsibility of the Client to notify Gonzo Bros Landscape of any private utilities and underground and/or buried items, including but not limited to: irrigation systems, invisible pet fencing, utility lines, private gas, electrical, water, or sewer lines and any other privately installed utilities, whether or not such items are owned by or known to the Client. Client must mark any private utilities at least 24 hours before the project start date. Gonzo Bros Landscape is not responsible for damage to and/or interruption of any utilities resulting from, unmarked or mismarked private utilities. Any damage to Gonzo Bros Landscape's employees, equipment, or materials as the result of any unmarked or mismarked private utilities shall be the responsibility of the Client.

5. Additional Client Responsibilities: Client is responsible for complying with and notifying Gonzo Bros Landscape of all covenants and/or restrictions applicable to the property along with obtaining any necessary prior approval from private entities including but not limited to: homeowner's associations, management companies, cities, etc. If any permits are required these will be obtained by Gonzo Bros Landscape. Any costs associated with these required permits will be billed to the Client. Gonzo Bros Landscape is not responsible for surveying the property or determining boundary lines, easements, or encroachments located on the property.

6. Unforeseen Conditions: Unforeseen soil(s), underground conditions, and unmarked public or private utilities may cause additional work which may result in additional costs and charges in order to complete the project. These conditions include, but are not limited to, buried stumps, foundations, concrete footings, waste, debris, trash or rubbish. If such conditions are discovered, Gonzo Bros Landscape will discuss these conditions with the Client. Delays due to inclement weather or Acts of God, shall not be a basis for termination of this Agreement or a reduction in the amount owed by the Client.

7. Settling: Gonzo Bros Landscape is not responsible for ground settling when working in areas excavated and/or filled by others within the last 48 months.

8. Terms of Payments: The payment requirements, if applicable for this project, have been outlined above. Payment can be made in the form of a cashier's check, check, money order, or credit card. Final payment as indicated in the contract is due upon substantial completion of the project. Invoices provided to the Client are due according to the invoice terms. Late payments will result in interest being charged to the account at a rate of 1.5% per month, or the maximum allowable by law, whichever is greater. Gonzo Bros Landscape reserves the right to stop work if payments are not made according to any applicable payment schedule and will assess the client remobilization costs due to any stoppage of work. Client agrees to pay any collections costs incurred by Gonzo Bros Landscape in pursuing any outstanding balance, including but not limited to reasonable attorney's fees, costs and court costs.

9. Subcontractors: Client grants Gonzo Bros Landscape the right to subcontract portions of the work according to their needs. Subcontractors will carry commercial general liability insurance and workers compensation coverage as required by state law.

10. Site Conditions: In cases where adverse site conditions might compromise safety, quality workmanship, or efficiency, Gonzo Bros Landscape reserves the right to delay or suspend work. Examples of adverse site conditions include inclement weather, muddy conditions, or the presence of other contractors. Gonzo Bros Landscape will be the sole judge as to whether or not adverse site conditions are present.

11. Promotional Use: Client grants Gonzo Bros Landscape the right to take pictures, video and make written accounts of this landscape project for promotional and award submission purposes. Client gives Gonzo Bros Landscape the right to place a yard sign in the front of the property for the duration of the work and for 14 days following completion.

12. Insurance: Gonzo Bros Landscape will carry commercial general liability insurance, and workers' compensation insurance, as applicable for all periods when work is performed on this project. Additionally, liability insurance will be carried for all equipment and vehicles used in the project.

13. Warranties: Materials and workmanship warranties are as follows:



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-Plant Material - All materials and workmanship are excluded from warranty. Gonzo Bros Landscape will enforce a warranty for up to 12 months or (1) replacement if we are in control of watering. Examples of being in control of watering: Drip line installation, hired to come and water regularly.

-Sod/Seeding/Annuals/Groundcover - Sod, seeding, annuals and groundcovers are excluded from Gonzo Bros Landscape's warranty.

-Brick Paving/Hardscape - All materials excluding poured concrete are guaranteed under the manufacturer's warranty, and workmanship is guaranteed 24 months from installation. Gonzo Bros landscape's warranty does not include discoloration of concrete-based materials or settling outline in paragraph 7.

-Poured Concrete - Cracking of concrete or discoloration are not covered by Gonzo Bros Landscape's warranty

-Irrigation - All materials are guaranteed 1 year from a new system installation, and workmanship is guaranteed 1 year from installation, contingent upon proper system winterization, start-up, and maintenance that must be performed by Gonzo Bros Landscape within the 12 months following the installation or repairs

-Water Feature - All materials are guaranteed under the manufacturer's warranty, and workmanship is guaranteed 12 months from installation, contingent upon proper system winterization, start-up, and maintenance.

-Landscape Lighting - All materials are guaranteed under the manufacturer's warranty, and workmanship is guaranteed 12 months from installation.

(Sod and seeding are not covered by warranty, nor is damage caused by animals or improper care. Warranty periods begin upon substantial completion of the project. Warranties are not valid until the project is paid for in full. Warranties are void if the project is not paid for within 30 days after substantial completion. Payment may not be held by Client in lieu of Warranty.)

14. Right of Rescission: If the installation work involves the Client's homestead property, and more than two payments in exchange for the work, federal law allows the Client to terminate this agreement for any reason within three days after signing it. By signing this agreement, Client acknowledges that they have received such notice pursuant to this section.

15. Choice of Law and Mandatory Arbitration: This agreement will be governed by the laws of Minnesota. The parties agree to make a good-faith effort to resolve any disputes which arise from this agreement through direct contact, in an informal manner. If informal methods are unsuccessful, all disputes or conflicts arising out of the present contract shall be resolved through a mediator who is agreed to by both the Client and Gonzo Bros Landscape. The mediator's decision regarding conflicts between the Client and Gonzo Bros Landscape will not be binding. If a conflict cannot be resolved through a mediator, the conflict will be settled according to the rules of arbitration. The arbitrator will be agreed to by both parties and the arbitrator's decision will be binding.

16. Severability: Should any part of this agreement be deemed unlawful, the remainder of the agreement shall remain in effect and be fully binding on the parties.

17. Animals: All animals owned by the Client must be restrained and should not come in contact with any member of Gonzo Bros Landscape or their subcontractors during site visits.

18. Carry Over: On occasion, the completion of a project will be delayed due to the onset of winter. In those cases the client will be invoiced for the value of all work completed to that point, payment to be due upon receipt of invoice. Such projects will be first on the schedule to be completed the following Spring.

19. Merger: This proposal and any attachments indicated above constitute the entire agreement between the parties, all prior negotiations, and commitments being merged herein.

20. Acceptance of Proposal: Gonzo Bros Landscape hereby agrees to furnish materials and labor for the installation



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of the landscape plan according to the price laid out in the Estimate. By signing this document, the Client agrees that the above and attached specifications are satisfactory. Further, Client signifies that they have the authority to order the work to be performed at the property listed, and authorizes that Gonzo Bros Landscape may begin the installation of the landscape for which Client will pay the agreed-upon price.

We are excited to work with you!

Thank you for your interest in and business with Gonzo Bros Landscape.

Signature: _____ Date: _____



Date: 8/18/2025

Resolution Approving Charitable Gambling Lakeville South Football Association

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution granting approval to Lakeville South Football Association to conduct lawful gambling at Taqueria Los Compadres.

Overview

Lakeville South Football Association has applied to the State of Minnesota Gambling Control Board to conduct gambling activities at Taqueria Los Compadres, 11276 - 210th Street West. The application requires a resolution of approval by the City Council. Lakeville South Football Association is a qualified organization and meets all City and State requirements for lawful gambling.

Supporting Information

None

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

RESOLUTION NO. _____

**RESOLUTION APPROVING CHARITABLE GAMBLING LAKEVILLE SOUTH
FOOTBALL ASSOCIATION**

WHEREAS, the City of Lakeville received an application from the Lakeville South Football Association to conduct gambling activities at Taqueria Los Compadres, 11276- 210th Street West; and

WHEREAS, the Lakeville South Football Association is a qualified organization;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeville grants approval to the Lakeville South Football Association to conduct gambling activities at Taqueria Los Compadres, 11276-210th Street.

ADOPTED by the Lakeville City Council this 18th day of August 2025.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 8/18/2025

Temporary On-Sale Liquor License for Dakota Curling Club

Proposed Action

Staff recommends adoption of the following motion: move to grant the issuance of a temporary on-sale liquor license to the Dakota Curling Club.

Overview

The Dakota Curling Club would like to serve alcohol under a tent at the Pirate Spiel event on September 26 - 28, 2025. The event will be outside the curling facility's doors; the serving area will be in a designated area underneath a tent. Staff will provide security and wristbands to those of legal age to consume alcohol, and they will monitor the entrances to ensure that alcohol is not taken out of the designated area.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Ann Orlofsky, City Clerk
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Date: 8/18/2025

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, which expands is an update to the City's tree preservation language. The current language requires an inventory but does not require any trees to be saved.

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 discussed the proposed ordinance but voted to table the amendment, requesting that staff reconsider requirements for single family home properties. Community Development and Forestry staff discussed language changes and recommended that single family home properties under one (1) acre, exclusive of right-of-way and easements, be exempt from the ordinance. Homeowners of single-family home parcels larger than one (1) acre have the option to prepare the required tree preservation plan themselves or to use a landscape professional. The Planning Commission concurred with the language revision and unanimously recommended approval of the ordinance amendment.

Supporting Information

1. Draft ordinance amendments to Titles 10 and 11 regarding tree preservation (redline)
2. Draft ordinance amendments to Titles 10 and 11 regarding tree preservation (clean)
3. Summary Ordinance for Publication
4. July 17, 2025 Planning Commission meeting minutes
5. August 7, 2025 Planning Commission draft meeting minutes
6. July 16, 2025 Parks, Recreation, and Natural Resources Committee meeting minutes
7. July 17, 2025, revised July 31, 2025 Planning memo

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

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

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 10-3-2.C.3.d of the Subdivision Ordinance (Plat and Data Requirements – Preliminary Plat) is hereby amended to read as follows:

- D. A tree preservation plan and tree replacement plan as required by section 11-21-11 of the Zoning Ordinance.

Section 2. Section 10-4-7.D of the Subdivision Ordinance (Design Standards – Tree Protected Areas) is hereby amended to read as follows:

- D. The submission of a tree preservation plan ~~subject to the review of the parks, recreation, and natural resources committee and the approval of the city council~~ subject to the requirements and procedures established by section 11-21-11 of the Zoning Ordinance.

Section 3. Section 10-4-11 of the Subdivision Ordinance (Design Standards – Tree Preservation) is hereby repealed in its entirety with subsequent sections renumbered accordingly.

Section 4. Section 11-2-3 of the Zoning Ordinance (Rules and Definitions - Definitions) is hereby amended add the following definitions alphabetically:

TREE PRESERVATION RELATED:

- A. Caliper Inches: Stem diameter of nursery stock as identified by the American Standard for Nursery Stock.
- B. Common Tree: A deciduous overstory tree including cottonwood, poplars/aspen, boxelder, willow, silver maple, elm, black locust or any tree considered non-native to Minnesota.
- C. Coniferous Tree: A woody plant bearing seeds and cones having foliage on the outermost portion of the branches throughout the year; Tamaracks are included as a coniferous tree species.

- D. Construction Activity: Any disturbance to the land that results in a change in the topography or existing soil cover (both vegetative and nonvegetative) that may result in accelerated stormwater runoff, leading to soil erosion and movement of sediment into surface waters or drainage systems including, but not limited to, clearing, grading, filling, excavating, building construction and landscaping.
- E. Construction Damage: Any action such as filling, scraping, trenching, or compacting the soil around trees or wounding trees in such a manner that it may result in the eventual death of the tree.
- F. Critical Root Zone (CRZ). An imaginary circle surrounding the tree trunk with a radius distance of one foot (1') for each one inch (1") of tree diameter from the trunk outwards (e.g. a twenty-inch diameter tree has a critical root zone with a radius of twenty feet (20') as measured from the trunk).
- G. Deciduous Tree: A woody plant with a defined crown that sheds leaves annually.
- H. Diameter Inches: The diameter of the main stem of the tree measured at a point four and one-half feet (4.5') above the ground.
- I. Drip Line: The furthest distance away from the trunk of a tree that rain or dew will fall directly to the ground from the leaves or the branches of the tree.
- J. Hardwood Deciduous: Any deciduous tree with the exception of those defined as common trees.
- K. Heritage Tree: A healthy hardwood deciduous tree, measuring equal to or greater than thirty inches (30") inches in diameter or a healthy coniferous tree measuring forty feet (40') in height.
- L. Landscaping: Plantings such as trees, perennials, grass, and shrubs.
- M. Nuisance Tree: Any tree defined by section 4-4-4 of this code to be a public nuisance.
- N. Shade Tree Disease: Dutch elm disease (Ophiostoma ulmi or Ophiostoma novo-ulmi), oak wilt (Ceratocystis fagacearum), or any other tree disease of epidemic nature as defined by section 4-4-3 of this code.
- O. Shade Tree Pest: Any vertebrate or invertebrate animal, plant pathogen, parasitic plant or allied organism in the community threatening to cause significant damage on an epidemic level to a shade tree or community forest as defined by section 4-4-3 of this code.
- P. Significant Diameter Inches: The total diameter inches of all significant trees inventoried in each tree category (common, conifer, hardwood deciduous, heritage).
- Q. Significant Tree: A healthy tree measuring a minimum of six inches (6") in diameter for deciduous trees or six (6") inches in diameter or twelve feet (12') in height for coniferous trees.

- R. Significant Woodland: Two (2) acres or more of undisturbed woodland, predominantly composed of significant and/or heritage hardwood and/or coniferous trees.
- S. Tree Certification: A certified inventory of trees on the site after work is complete listing all trees and their final disposition signed by a licensed or registered forester or registered landscape architect, International Society of Arboriculture (ISA) Certified Arborist, or a Registered Consultant Arborist (RCA).
- T. Tree Preservation Plan: A plan certified by a licensed or registered forester, registered landscape architect, International Society of Arboriculture (ISA) Certified Arborist, or a Registered Consultant Arborist (RCA) that identifies the species, size, and tag number of all significant trees and their locations within the subject property identifying trees to be saved, trees to be removed, the measures proposed to protect significant trees for the duration of construction, and the calculations to determine the number of replacement trees required.
- U. Tree Protection Zone (TPZ): An identified area around one (1) or more significant trees where construction activities are restricted to avoid damage to the tree(s) and root system(s) and to protect soils from compaction.

Section 5. Section 11-21-9.B of the Zoning Ordinance (Fencing/Screening/Landscaping – Required Screening and Landscaping) is hereby repealed in its entirety and amended to read as follows:

- ~~B. Landscaping: Required landscaping for new residential subdivisions and commercial, industrial or institutional uses shall include plantings at the property perimeter, off street parking perimeter landscaping and interior landscape plantings as well as required residential buffer yard or transitional buffer zone plantings.~~
- B. Landscaping: All residential, commercial, industrial, and institutional uses shall require the following landscaping:
 - 1. Single-family dwellings in all zoning districts and two family uses within the RST-1 District shall provide a minimum of two (2) deciduous shade trees per lot. Tree species shall be limited to those identified on the City of Lakeville Building Permit Guidelines, except as otherwise approved by the City Forester.
 - 2. Detached townhouses, two family, townhouse and multiple family uses shall comply with the landscape requirements of the RST-1, RM-1, RM-2, RM-3, RH-1, RH-1, M-1, and M-2 Districts.
 - 3. Commercial, industrial, and institutional uses shall submit a landscape plan as provided for by Section 11-21-9.C of this section with an emphasis upon the following areas:
 - a. The boundary or perimeter of the proposed site at points adjoining other property.

- b. The immediate perimeter of the structure.
- c. The perimeter of off-street parking areas and loading areas in accordance with section 11-21-9.D of this chapter.
- 4. Residential buffer yards shall be installed as required by section 11-21-9.E of this chapter.

Section 6. Section 11-21-11 of the Zoning Ordinance (Fencing/Screening/Landscaping – Tree Preservation) is hereby repealed in its entirety and amended to read as follows:

11-21-11: TREE PRESERVATION:

- A. Purpose. The purpose of this section is to identify trees that are to be saved when development or land disturbing activity is occurring in wooded areas. It is the city's intent to protect, preserve, and enhance the natural environment of Lakeville and to encourage a resourceful and prudent approach to the development of wooded areas. In the interest of achieving these objectives, the city has established tree preservation regulations to promote the following:
 - 1. Protection and preservation of the environment, the benefits that trees and woodlands provide to the community, and the natural beauty of the city.
 - 2. Assurance of orderly development within wooded areas to minimize tree and habitat loss.
 - 3. Evaluation of the impacts to trees and wooded areas resulting from development.
 - 4. Establishment of minimum standards for tree preservation and the mitigation of environmental impacts resulting from tree removal.
 - 5. Reflect the developer's best effort to determine the most feasible and practical layout of buildings, parking lots, driveways, streets, storage, stormwater basins, and other physical features such that that the minimum number of significant trees are damaged or removed as a result of development.
- B. Scope. The following types of development within the city shall require a tree preservation plan regardless of zoning district:
 - 1. New development at the time of application for subdivision approval in accordance with title 10 of this code.
 - 2. New development requiring site plan approval in accordance with chapter 9 of this title.
 - 3. Application for building permit for infill development involving new single family or two-family (duplex) construction on a vacant lot of record.

4. Application for building permit for reconstruction or expansion of an existing residential principal building that enlarges the footprint of the original existing structure on lots equal to or larger than 1 acre in size not including easements or right of way shall require a tree preservation plan prepared by the property owner or licensed or certified forester, licensed landscape architect, International Society of Arboriculture (ISA) Certified Arborist, or a Registered Consultant Arborist (RCA) preparing the plan for heritage trees located on the lot.

5. Land disturbing activities as regulated by section 11-16-7 of this title.

C. Incentives. As an incentive to protect heritage trees or significant woodlands, the city will allow the following:

1. Heritage Tree Credit. A credit may be applied to the required tree replacement if a healthy heritage tree within a subject property is preserved.

2. Significant Woodland Credit. A credit may be applied to the required tree replacement if a significant woodland area within a subject property is preserved. Credits will be given for significant or heritage trees within the significant woodland.

3. Trees and woodlands eligible for the credits provided for by this section shall be approved by the city forester as healthy trees worth saving.

4. Credit shall not be approved for trees located within fifteen feet (15') of a building pad.

5. A credit in diameter inches will be applied at a ratio of two inches of replacement for one inch preserved (2:1) up to fifty percent (50%) of the required replacement diameter inches.

6. If a tree for which a credit is provided does not survive two (2) years after construction, the developer shall be required to pay the cash fee in lieu of replacement planting fee in accordance with the city fee schedule in effect at the time the tree preservation plan was approved.

D. Implementation, Administration, and Compliance:

1. No land disturbance or removal of trees shall occur within properties subject to the provisions of this section until a tree preservation plan and tree replacement plan has been approved by the city forester.

2. Tree Removal Prior To Development:

a. A developer shall be responsible for replacement tree planting for the total removal of trees within an area greater than two (2) acres occurring within two (2) years of an application for development subject to the provisions of this section.

- d. A listing of the total diameter inches of healthy significant and heritage trees inventoried, not including exempt trees as identified in section F.4 of this section.
 - e. A listing of the total diameter inches of healthy significant, heritage, and hardwood deciduous, and coniferous trees and common trees to be removed.
 - f. Delineation of all areas to be graded and limits of land disturbance.
 - g. Locations of the proposed buildings, structures, and impervious surfaces for each lot including custom graded lots.
 - h. Identification in both graphic and tabular form of all significant and heritage trees proposed to be saved or removed within the construction area.
 - i. Outer boundary of all contiguous significant wooded areas to be saved.
 - j. Tree protection measures to preserve significant and heritage trees to be saved, including required protective measures and any additional protective measures.
 - k. Size, species, number, and location of all replacement trees proposed to be planted on the property in accordance with the tree replacement schedule in both graphic and tabular form.
2. Certification. All tree preservation plans and tree replacement plans shall require the signature of the licensed or certified forester, licensed landscape architect, International Society of Arboriculture (ISA) Certified Arborist, or a Registered Consultant Arborist (RCA) preparing the plan.

F. Allowed Tree Removal:

- 1. Heritage Trees. Trees defined as heritage trees are unique to Lakeville due to their size and age. All reasonable measures shall be taken to preserve these trees; All diameter inches of heritage tree removed shall require replacement in accordance with the replacement schedule established by section 11-21-11.G of this section.
- 2. Residential Districts:
 - a. Development in residential districts may remove or disturb up to forty percent (40%) of the total diameter inches of significant trees without replacement requirement; any tree removal or disturbance beyond this threshold shall require replacement tree planting.
 - b. The following calculation procedure shall be used to determine tree replacement requirements:

- (1) Determine the total number of diameter inches of significant trees within the subject property.
- (2) Calculate forty percent (40%) of the total diameter inches of significant trees within the subject property to determine the allowed tree removal limit, or the number of diameter inches allowed to be removed without replacement.
- (3) Subtract the total diameter inches of common trees that will be removed from the allowed tree removal limit;
- (4) If any diameter inches remain, subtract the total diameter of significant coniferous trees that will be removed from the remaining allowed tree removal limit;
- (5) If any diameter inches remain, subtract the total diameter inches of significant hardwood deciduous trees that will be removed from the remaining allowable tree removal limit.
- (6) If at any point in the above calculation procedure the number of inches to be removed exceeds the forty percent (40%) allowable removal limit, the remaining inches of removal above the removal limit shall require replacement as provided for by section 11-21-11.G of this section.

3. Mixed Use, Commercial, Industrial, and Special Districts:

- a. Development in mixed use, commercial, industrial, and special districts may remove up to seventy percent (70%) of the total diameter inches of significant trees without replacement; any removal or disturbance of trees beyond this threshold shall require replacement tree planting or mitigation.
- b. The following calculation procedure shall be used to determine tree replacement requirements:
 - (1) Determine the total number of diameter inches of significant trees within the subject property.
 - (2) Calculate seventy percent (70%) of the total diameter inches of significant trees within the subject property to determine the allowed tree removal limit, or the number of diameter inches allowed to be removed without replacement.
 - (3) Subtract the total diameter inches of common trees that will be removed from the allowed tree removal limit;

- (4) If any diameter inches remain, subtract the total diameter of significant coniferous trees that will be removed from the remaining allowed tree removal limit;
- (5) If any diameter inches remain, subtract the total diameter inches of significant hardwood deciduous trees that will be removed from the remaining allowable tree removal limit.
- (6) If at any point in the above calculation procedure the number of inches to be removed exceeds the seventy percent (70%) allowable removal limit, the remaining inches of removal above the removal limit shall require replacement as provided for by section 11-21-11.G of this section.

4. Exceptions. Any trees removed or disturbed under the following circumstances shall be exempt from removal threshold calculation:

- a. Dead trees.
- b. Any living or standing tree infected to any degree with a shade tree disease or shade tree pest, unless properly treated under the direction of a professional arborist or City Forester.
- c. Trees listed as invasive by the Minnesota Department of Agriculture;
- d. Trees planted as part of a commercial operation including a tree farm or orchard.
- e. Trees located within the right-of-way of major collector and arterial streets.

G. Tree Replacement Requirements:

- 1. If the diameter inches of trees removed exceed the allowed removal threshold determined in accordance with section 11-21-11.F of this section, the remaining inches of removal above the removal limit shall be replaced according to the following replacement schedule, adjusted for tree type as follows:
 - a. Common trees: Twelve and one-half percent (12.5%) of the diameter inches removed above the removal limit shall be replaced.
 - b. Conifer trees:
 - (1) Twenty five percent (25%) of the diameter inches removed above the removal limit must be replaced.
 - (2) Coniferous species shall be replaced with new trees, either coniferous or deciduous, at a rate of twenty five percent (25%) the diameter inches removed.

- c. Hardwood deciduous trees: Fifty percent (50%) of the diameter inches removed above the removal limit shall be replaced with new deciduous or coniferous tree diameter inches.
 - d. Heritage trees: One hundred percent (100%) of diameter inches removed must be replaced.
 - e. Trees indicated on the tree preservation plan to be saved but ultimately were removed or damaged shall be replaced at one hundred percent (100%) of the diameter inches removed.
 - f. The reconstruction or expansion of existing residential primary structures on lots larger than one (1) acre shall require each heritage tree removed to be replaced at a rate of two (2) replacement trees that comply with section 11-21-11.G.2 for every one (1) heritage tree removed.
2. Replacement trees shall consist of certified nursery stock that meet the American Standard for Nursery Stock and be not less than the following sizes:
- a. Deciduous: Not less than two and one-half caliper inches (2.5").
 - b. Coniferous: Not less than six feet (6') feet in height, which shall be equivalent to 2.5" caliper when determining replacement requirements.
 - c. Replacement trees may be larger than two and one-half caliper inches (2.5") or six feet (6') in height, as applicable, but the additional size shall only be credited for at the minimum required caliper inches or height.
 - d. Replacement tree species shall be limited to those identified on the City of Lakeville Building Permit Guidelines, except as otherwise approved by the city forester, and the following:
 - (1) Where ten (10) or more replacement trees are required, not more than twenty percent (20%) shall be of the same genus.
 - (2) Ornamental tree species of a lesser size may comprise up to fifteen percent (15%) of the required replacement diameter inches provided that the required total replacement diameter inches is met.
3. Required tree replacements shall be shown in graphic and tabular form on a landscape plan prepared and signed by a licensed forester or a registered landscape architect in accordance with section 11-21-9.C of this chapter and the following:

- a. The location of replacement trees shall be approved by the city forester.
- b. Replacement trees shall be planted on the same property or development area from which the trees were removed. Replacement trees shall not be placed on easements or street rights-of-way, except as allowed by the City Engineer.
- c. If tree replacement is required within an individual lot because the builder removed or damaged a tree that identified to be saved on the approved tree preservation plan, the forester or landscape architect shall determine where the replacement trees shall be installed.
- d. Trees planted on an individual lot basis as required by section 11-21-9.B of this chapter shall not be credited as replacement tree diameter inches, except for those trees planted as a residential landscape buffer yard in accordance with section 11-21-9.E of this chapter.

4. Cash Contribution:

- a. The city recognizes that there may be developments where required tree replacement cannot practically be accomplished within the subject property.
- b. In lieu of planting replacement diameter inches, the city may require a cash fee as established by the city fee schedule.
- c. The city may at its discretion, elect to require to receive a combination of planting of replacement trees and payment of cash fees in lieu of planting replacement trees.
- d. Cash fees accepted by the city in lieu of (or in combination with) planting of replacement trees shall be placed in the community planting fund and used only for reforestation projects, forest improvement projects, or public acquisition of forested lands in the city.

5. Warranty requirement.

- a. All trees identified to be preserved shall be guaranteed to be alive, in good health, and of good quality and structural condition for two (2) years from the date of project completion.
- b. All trees planted as replacement trees in accordance with this section shall be guaranteed to be alive, in good health, and of good quality and structural condition for twelve (12) months from the time of planting.

c. Warranty Replacement:

- (1) Any tree identified to be preserved or replacement tree which is not alive or healthy, as determined by the city forester, before the expiration of the warranty period shall be removed and replaced with a new tree meeting the requirements for a replacement tree required by section 11-21-11.G of this section.
- (2) The warranty replacement tree shall be planted within eight (8) months of removal.
- (3) The warranty replacement tree shall be guaranteed to be alive, in good health, and of good quality and structural condition for twelve (12) months from the time of planting.

H. Required Protective Measures. The tree preservation plan shall identify and require the following measures to be utilized to protect significant trees:

1. Prior to land disturbance or construction activity, orange polyethylene laminar safety netting or chain link fencing, four feet (4') in height shall be installed at the drip line or at the perimeter of the critical root zone, whichever is greater, of significant trees, heritage trees, and significant woodlands to be preserved to define the tree protection zone.
2. No land disturbance or construction activity shall occur within the tree protection zone.
2. Storage, operation, or parking of vehicles, construction equipment, or construction materials within a tree protection zone shall be prohibited.
3. Root pruning at the edge of a tree protection zone shall be completed by hand or with a machine designated for root sawing prior to grading or other soil disturbance.
4. Oak Trees:
 - a. Oak trees shall not be pruned, wounded, or damaged (roots, bark, branches, etc.) between the dates of April 1 and July 30.
 - b. Contractors shall have a nontoxic tree wound dressing with them on the development site; if wounding of oak trees occurs, a nontoxic tree wound dressing must be applied immediately.
5. Implementation of measures approved by the city engineer to prevent change in soil chemistry due to concrete washout and leakage or spillage of toxic materials, such as fuels or paints.

- I. Additional Protective Measures. The following tree protection measures are recommended to protect significant trees that are to be preserved according to the approved tree preservation plan, and may be required as determined necessary by the city forester:
1. Installation of retaining walls or tree wells to preserve trees.
 2. Placement of utilities in common trenches outside of the tree protection zone of significant trees, or use of tunneled installation.
 3. Use of tree root aeration to mitigate compacted soils
 4. Provision of supplemental irrigation during the growing season when dry weather occurs.
 5. Installation of tree protection measures to protect and preserve trees located on abutting properties or the public right-of-way.
- J. Performance Security. The developer shall provide a performance security to the city in accordance with the city fee schedule. The security will be included in the development contract to ensure protective measures are installed and maintained and to guarantee replacement of all significant trees that were to be saved but were destroyed or damaged.

(Remainder of this page intentionally blank)

Section 7. This Ordinance shall be effective immediately upon its passage and publication according to law.

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

CITY OF LAKEVILLE

BY: _____
Luke M. 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 10-3-2.C.3.d of the Subdivision Ordinance (Plat and Data Requirements – Preliminary Plat) is hereby amended to read as follows:

- D. A tree preservation plan and tree replacement plan as required by section 11-21-11 of the Zoning Ordinance.

Section 2. Section 10-4-7.D of the Subdivision Ordinance (Design Standards – Tree Protected Areas) is hereby amended to read as follows:

- D. The submission of a tree preservation plan subject to the requirements and procedures established by section 11-21-11 of the Zoning Ordinance.

Section 3. Section 10-4-11 of the Subdivision Ordinance (Design Standards – Tree Preservation) is hereby repealed in its entirety with subsequent sections renumbered accordingly.

Section 4. Section 11-2-3 of the Zoning Ordinance (Rules and Definitions - Definitions) is hereby amended add the following definitions alphabetically:

TREE PRESERVATION RELATED:

- A. Caliper Inches: Stem diameter of nursery stock as identified by the American Standard for Nursery Stock.
- B. Common Tree: A deciduous overstory tree including cottonwood, poplars/aspen, boxelder, willow, silver maple, elm, black locust or any tree considered non-native to Minnesota.
- C. Coniferous Tree: A woody plant bearing seeds and cones having foliage on the outermost portion of the branches throughout the year; Tamaracks are included as a coniferous tree species.
- D. Construction Activity: Any disturbance to the land that results in a change in the topography or existing soil cover (both vegetative and nonvegetative) that may result in accelerated

stormwater runoff, leading to soil erosion and movement of sediment into surface waters or drainage systems including, but not limited to, clearing, grading, filling, excavating, building construction and landscaping.

- E. Construction Damage: Any action such as filling, scraping, trenching, or compacting the soil around trees or wounding trees in such a manner that it may result in the eventual death of the tree.
- F. Critical Root Zone (CRZ). An imaginary circle surrounding the tree trunk with a radius distance of one foot (1') for each one inch (1") of tree diameter from the trunk outwards (e.g. a twenty-inch diameter tree has a critical root zone with a radius of twenty feet (20') as measured from the trunk).
- G. Deciduous Tree: A woody plant with a defined crown that sheds leaves annually.
- H. Diameter Inches: The diameter of the main stem of the tree measured at a point four and one-half feet (4.5') above the ground.
- I. Drip Line: The furthest distance away from the trunk of a tree that rain or dew will fall directly to the ground from the leaves or the branches of the tree.
- J. Hardwood Deciduous: Any deciduous tree with the exception of those defined as common trees.
- K. Heritage Tree: A healthy hardwood deciduous tree, measuring equal to or greater than thirty inches (30") inches in diameter or a healthy coniferous tree measuring forty feet (40') in height.
- L. Landscaping: Plantings such as trees, perennials, grass, and shrubs.
- M. Nuisance Tree: Any tree defined by section 4-4-4 of this code to be a public nuisance.
- N. Shade Tree Disease: Dutch elm disease (*Ophiostoma ulmi* or *Ophiostoma novo-ulmi*), oak wilt (*Ceratocystis fagacearum*), or any other tree disease of epidemic nature as defined by section 4-4-3 of this code.
- O. Shade Tree Pest: Any vertebrate or invertebrate animal, plant pathogen, parasitic plant or allied organism in the community threatening to cause significant damage on an epidemic level to a shade tree or community forest as defined by section 4-4-3 of this code.
- P. Significant Diameter Inches: The total diameter inches of all significant trees inventoried in each tree category (common, conifer, hardwood deciduous, heritage).
- Q. Significant Tree: A healthy tree measuring a minimum of six inches (6") in diameter for deciduous trees or six (6) inches in diameter or twelve feet (12') in height for coniferous trees.
- R. Significant Woodland: Two (2) acres or more of undisturbed woodland, predominantly composed of significant and/or heritage hardwood and/or coniferous trees.

- S. Tree Certification: A certified inventory of trees on the site after work is complete listing all trees and their final disposition signed by a licensed or registered forester or registered landscape architect, International Society of Arboriculture (ISA) Certified Arborist, or a Registered Consultant Arborist (RCA).
- T. Tree Preservation Plan: A plan certified by a licensed or registered forester, registered landscape architect, International Society of Arboriculture (ISA) Certified Arborist, or a Registered Consultant Arborist (RCA) that identifies the species, size, and tag number of all significant trees and their locations within the subject property identifying trees to be saved, trees to be removed, the measures proposed to protect significant trees for the duration of construction, and the calculations to determine the number of replacement trees required.
- U. Tree Protection Zone (TPZ): An identified area around one (1) or more significant trees where construction activities are restricted to avoid damage to the tree(s) and root system(s) and to protect soils from compaction.

Section 5. Section 11-21-9.B of the Zoning Ordinance (Fencing/Screening/Landscaping – Required Screening and Landscaping) is hereby repealed in its entirety and amended to read as follows:

- B. Landscaping: All residential, commercial, industrial, and institutional uses shall require the following landscaping:
 - 1. Single-family dwellings in all zoning districts and two family uses within the RST-1 District shall provide a minimum of two (2) deciduous shade trees per lot. Tree species shall be limited to those identified on the City of Lakeville Building Permit Guidelines, except as otherwise approved by the City Forester.
 - 2. Detached townhouses, two family, townhouse and multiple family uses shall comply with the landscape requirements of the RST-1, RM-1, RM-2, RM-3, RH-1, RH-1, M-1, and M-2 Districts.
 - 3. Commercial, industrial, and institutional uses shall submit a landscape plan as provided for by Section 11-21-9.C of this section with an emphasis upon the following areas:
 - a. The boundary or perimeter of the proposed site at points adjoining other property.
 - b. The immediate perimeter of the structure.
 - c. The perimeter of off-street parking areas and loading areas in accordance with section 11-21-9.D of this chapter.
 - 4. Residential buffer yards shall be installed as required by section 11-21-9.E of this chapter.

Section 6. Section 11-21-11 of the Zoning Ordinance (Fencing/Screening/Landscaping – Tree Preservation) is hereby repealed in its entirety and amended to read as follows:

11-21-11: TREE PRESERVATION:

- A. Purpose. The purpose of this section is to identify trees that are to be saved when development or land disturbing activity is occurring in wooded areas. It is the city's intent to protect, preserve, and enhance the natural environment of Lakeville and to encourage a resourceful and prudent approach to the development of wooded areas. In the interest of achieving these objectives, the city has established tree preservation regulations to promote the following:
 - 1. Protection and preservation of the environment, the benefits that trees and woodlands provide to the community, and the natural beauty of the city.
 - 2. Assurance of orderly development within wooded areas to minimize tree and habitat loss.
 - 3. Evaluation of the impacts to trees and wooded areas resulting from development.
 - 4. Establishment of minimum standards for tree preservation and the mitigation of environmental impacts resulting from tree removal.
 - 5. Reflect the developer's best effort to determine the most feasible and practical layout of buildings, parking lots, driveways, streets, storage, stormwater basins, and other physical features such that the minimum number of significant trees are damaged or removed as a result of development.
- B. Scope. The following types of development within the city shall require a tree preservation plan regardless of zoning district:
 - 1. New development at the time of application for subdivision approval in accordance with title 10 of this code.
 - 2. New development requiring site plan approval in accordance with chapter 9 of this title.
 - 3. Application for building permit for infill development involving new single family or two-family (duplex) construction on a vacant lot of record.
 - 4. Application for building permit for reconstruction or expansion of an existing residential principal building that enlarges the footprint of the original existing structure on lots equal to or larger than one (1) acre in size not including easements or right of way shall require a tree preservation plan prepared by the property owner or licensed or certified forester, licensed landscape architect, International Society

of Arboriculture (ISA) Certified Arborist, or a Registered Consultant Arborist (RCA) preparing the plan for heritage trees located on the lot.

5. Land disturbing activities as regulated by section 11-16-7 of this title.

C. Incentives. As an incentive to protect heritage trees or significant woodlands, the city will allow the following:

1. Heritage Tree Credit. A credit may be applied to the required tree replacement if a healthy heritage tree within a subject property is preserved.
2. Significant Woodland Credit. A credit may be applied to the required tree replacement if a significant woodland area within a subject property is preserved. Credits will be given for significant or heritage trees within the significant woodland.
3. Trees and woodlands eligible for the credits provided for by this section shall be approved by the city forester as healthy trees worth saving.
4. Credit shall not be approved for trees located within fifteen feet (15') of a building pad.
5. A credit in diameter inches will be applied at a ratio of two inches of replacement for one inch preserved (2:1) up to fifty percent (50%) of the required replacement diameter inches.
6. If a tree for which a credit is provided does not survive two (2) years after construction, the developer shall be required to pay the cash fee in lieu of replacement planting fee in accordance with the city fee schedule in effect at the time the tree preservation plan was approved.

D. Implementation, Administration, and Compliance:

1. No land disturbance or removal of trees shall occur within properties subject to the provisions of this section until a tree preservation plan and tree replacement plan has been approved by the city forester.
2. Tree Removal Prior To Development:
 - a. A developer shall be responsible for replacement tree planting for the total removal of trees within an area greater than two (2) acres occurring within two (2) years of an application for development subject to the provisions of this section.
 - b. The replacement schedule for tree removal prior to development shall be calculated at one (1) replacement tree that complies with section 11-21-11.G.2 of this section for every three hundred (300) square feet of trees removed, with fractions thereof rounded up to the next whole number.

3. **Inspection.** A developer shall implement the tree preservation plan as approved by the city forester prior to and during any land disturbance or construction activities; the city forester shall determine whether compliance with the tree preservation plan has been met and shall have the right to inspect the subject property to determine compliance with the approved tree preservation plan.
 4. **Tree Protection Removal.** Tree protection measures as approved on the tree preservation plan shall remain in place until all land disturbing and construction activity is terminated or until a request to remove the tree protection measures is made to, and approved by, the city forester.
 5. **Preserved Tree Mitigation.** If significant tree(s) or heritage trees identified to be preserved on the approved tree preservation plan is removed or damaged to the point that the city forester believes the tree will not survive, the developer shall provide replacement trees for one hundred percent (100%) of the diameter inches removed, or pay to the City a tree replacement fee in the amount set forth in the City fee schedule.
- E. **Tree Preservation Plan Required.** A tree preservation plan shall be prepared and submitted in accordance with the following provisions:
1. **Information Required.** The tree preservation plan shall be a separate plan sheet(s) that includes the following information:
 - a. The name(s), telephone number(s), email address(es), and mailing address(es) of the person(s) responsible for tree preservation during the course of the development project.
 - b. A tree inventory in both graphic and tabular form, indicating the size, species, general condition, and location of all existing significant and heritage trees located within the subject property. All significant and heritage trees shall be tagged in the field for reference on the tree preservation plan.
 - c. Trees that were planted as part of a commercial business, such as a tree farm or nursery, that the developer shall provide sufficient evidence of to support the determination by the city forester that the trees were planted as part of a commercial business do not need to be inventoried on an individual tree basis, but a general description of the trees and an outer boundary of the planted area must be provided.
 - d. A listing of the total diameter inches of healthy significant and heritage trees inventoried, not including exempt trees as identified in section F.4 of this section.
 - e. A listing of the total diameter inches of healthy significant, heritage, and hardwood deciduous, and coniferous trees and common trees to be removed.

- f. Delineation of all areas to be graded and limits of land disturbance.
 - g. Locations of the proposed buildings, structures, and impervious surfaces for each lot including custom graded lots.
 - h. Identification in both graphic and tabular form of all significant and heritage trees proposed to be saved or removed within the construction area.
 - i. Outer boundary of all contiguous significant wooded areas to be saved.
 - j. Tree protection measures to preserve significant and heritage trees to be saved, including required protective measures and any additional protective measures.
 - k. Size, species, number, and location of all replacement trees proposed to be planted on the property in accordance with the tree replacement schedule in both graphic and tabular form.
2. Certification. All tree preservation plans and tree replacement plans shall require the signature of the licensed or certified forester, licensed landscape architect, International Society of Arboriculture (ISA) Certified Arborist, or a Registered Consultant Arborist (RCA) preparing the plan.

F. Allowed Tree Removal:

- 1. Heritage Trees. Trees defined as heritage trees are unique to Lakeville due to their size and age. All reasonable measures shall be taken to preserve these trees; All diameter inches of heritage tree removed shall require replacement in accordance with the replacement schedule established by section 11-21-11.G of this section.
- 2. Residential Districts:
 - a. Development in residential districts may remove or disturb up to forty percent (40%) of the total diameter inches of significant trees without replacement requirement; any tree removal or disturbance beyond this threshold shall require replacement tree planting.
 - b. The following calculation procedure shall be used to determine tree replacement requirements:
 - (1) Determine the total number of diameter inches of significant trees within the subject property.
 - (2) Calculate forty percent (40%) of the total diameter inches of significant trees within the subject property to determine the allowed tree removal limit, or the number of diameter inches allowed to be removed without replacement.

- (3) Subtract the total diameter inches of common trees that will be removed from the allowed tree removal limit;
- (4) If any diameter inches remain, subtract the total diameter of significant coniferous trees that will be removed from the remaining allowed tree removal limit;
- (5) If any diameter inches remain, subtract the total diameter inches of significant hardwood deciduous trees that will be removed from the remaining allowable tree removal limit.
- (6) If at any point in the above calculation procedure the number of inches to be removed exceeds the forty percent (40%) allowable removal limit, the remaining inches of removal above the removal limit shall require replacement as provided for by section 11-21-11.G of this section.

3. Mixed Use, Commercial, Industrial, and Special Districts:

- a. Development in mixed use, commercial, industrial, and special districts may remove up to seventy percent (70%) of the total diameter inches of significant trees without replacement; any removal or disturbance of trees beyond this threshold shall require replacement tree planting or mitigation.
- b. The following calculation procedure shall be used to determine tree replacement requirements:
 - (1) Determine the total number of diameter inches of significant trees within the subject property.
 - (2) Calculate seventy percent (70%) of the total diameter inches of significant trees within the subject property to determine the allowed tree removal limit, or the number of diameter inches allowed to be removed without replacement.
 - (3) Subtract the total diameter inches of common trees that will be removed from the allowed tree removal limit;
 - (4) If any diameter inches remain, subtract the total diameter of significant coniferous trees that will be removed from the remaining allowed tree removal limit;
 - (5) If any diameter inches remain, subtract the total diameter inches of significant hardwood deciduous trees that will be removed from the remaining allowable tree removal limit.
 - (6) If at any point in the above calculation procedure the number of inches to be removed exceeds the seventy percent (70%) allowable

removal limit, the remaining inches of removal above the removal limit shall require replacement as provided for by section 11-21-11.G of this section.

4. Exceptions. Any trees removed or disturbed under the following circumstances shall be exempt from removal threshold calculation:
 - a. Dead trees.
 - b. Any living or standing tree infected to any degree with a shade tree disease or shade tree pest, unless properly treated under the direction of a professional arborist or City Forester.
 - c. Trees listed as invasive by the Minnesota Department of Agriculture;
 - d. Trees planted as part of a commercial operation including a tree farm or orchard.
 - e. Trees located within the right-of-way of major collector and arterial streets.

G. Tree Replacement Requirements:

1. If the diameter inches of trees removed exceed the allowed removal threshold determined in accordance with section 11-21-11.F of this section, the remaining inches of removal above the removal limit shall be replaced according to the following replacement schedule, adjusted for tree type as follows:
 - a. Common trees: Twelve and one-half percent (12.5%) of the diameter inches removed above the removal limit shall be replaced.
 - b. Conifer trees:
 - (1) Twenty five percent (25%) of the diameter inches removed above the removal limit must be replaced.
 - (2) Coniferous species shall be replaced with new trees, either coniferous or deciduous, at a rate of twenty five percent (25%) the diameter inches removed.
 - c. Hardwood deciduous trees: Fifty percent (50%) of the diameter inches removed above the removal limit shall be replaced with new deciduous or coniferous tree diameter inches.
 - d. Heritage trees: One hundred percent (100%) of diameter inches removed must be replaced.

- e. Trees indicated on the tree preservation plan to be saved but ultimately were removed or damaged shall be replaced at one hundred percent (100%) of the diameter inches removed.
 - f. The reconstruction or expansion of existing residential primary structures on lots larger than one (1) acre shall require each heritage tree removed to be replaced at a rate of two (2) replacement trees that comply with section 11-21-11.G.2 for every one (1) heritage tree removed.
2. Replacement trees shall consist of certified nursery stock that meet the American Standard for Nursery Stock and be not less than the following sizes:
- a. Deciduous: Not less than two and one-half caliper inches (2.5").
 - b. Coniferous: Not less than six feet (6') feet in height, which shall be equivalent to 2.5" caliper when determining replacement requirements.
 - c. Replacement trees may be larger than two and one-half caliper inches (2.5") or six feet (6') in height, as applicable, but the additional size shall only be credited for at the minimum required caliper inches or height.
 - d. Replacement tree species shall be limited to those identified on the City of Lakeville Building Permit Guidelines, except as otherwise approved by the city forester, and the following:
 - (1) Where ten (10) or more replacement trees are required, not more than twenty percent (20%) shall be of the same genus.
 - (2) Ornamental tree species of a lesser size may comprise up to fifteen percent (15%) of the required replacement diameter inches provided that the required total replacement diameter inches is met.
3. Required tree replacements shall be shown in graphic and tabular form on a landscape plan prepared and signed by a licensed forester or a registered landscape architect in accordance with section 11-21-9.C of this chapter and the following:
- a. The location of replacement trees shall be approved by the city forester.
 - b. Replacement trees shall be planted on the same property or development area from which the trees were removed. Replacement trees shall not be placed on easements or street rights-of-way, except as allowed by the City Engineer.

- c. If tree replacement is required within an individual lot because the builder removed or damaged a tree that identified to be saved on the approved tree preservation plan, the forester or landscape architect shall determine where the replacement trees shall be installed.
 - d. Trees planted on an individual lot basis as required by section 11-21-9.B of this chapter shall not be credited as replacement tree diameter inches, except for those trees planted as a residential landscape buffer yard in accordance with section 11-21-9.E of this chapter.
- 4. Cash Contribution:
 - a. The city recognizes that there may be developments where required tree replacement cannot practically be accomplished within the subject property.
 - b. In lieu of planting replacement diameter inches, the city may require a cash fee as established by the city fee schedule.
 - c. The city may at its discretion, elect to require to receive a combination of planting of replacement trees and payment of cash fees in lieu of planting replacement trees.
 - d. Cash fees accepted by the city in lieu of (or in combination with) planting of replacement trees shall be placed in the community planting fund and used only for reforestation projects, forest improvement projects, or public acquisition of forested lands in the city.
- 5. Warranty requirement.
 - a. All trees identified to be preserved shall be guaranteed to be alive, in good health, and of good quality and structural condition for two (2) years from the date of project completion.
 - b. All trees planted as replacement trees in accordance with this section shall be guaranteed to be alive, in good health, and of good quality and structural condition for twelve (12) months from the time of planting.
 - c. Warranty Replacement:
 - (1) Any tree identified to be preserved or replacement tree which is not alive or healthy, as determined by the city forester, before the expiration of the warranty period shall be removed and replaced with a new tree meeting the requirements for a replacement tree required by section 11-21-11.G of this section.

- (2) The warranty replacement tree shall be planted within eight (8) months of removal.
- (3) The warranty replacement tree shall be guaranteed to be alive, in good health, and of good quality and structural condition for twelve (12) months from the time of planting.

H. Required Protective Measures. The tree preservation plan shall identify and require the following measures to be utilized to protect significant trees:

1. Prior to land disturbance or construction activity, orange polyethylene laminar safety netting or chain link fencing, four feet (4') in height shall be installed at the drip line or at the perimeter of the critical root zone, whichever is greater, of significant trees, heritage trees, and significant woodlands to be preserved to define the tree protection zone.
2. No land disturbance or construction activity shall occur within the tree protection zone.
2. Storage, operation, or parking of vehicles, construction equipment, or construction materials within a tree protection zone shall be prohibited.
3. Root pruning at the edge of a tree protection zone shall be completed by hand or with a machine designated for root sawing prior to grading or other soil disturbance.
4. Oak Trees:
 - a. Oak trees shall not be pruned, wounded, or damaged (roots, bark, branches, etc.) between the dates of April 1 and July 30.
 - b. Contractors shall have a nontoxic tree wound dressing with them on the development site; if wounding of oak trees occurs, a nontoxic tree wound dressing must be applied immediately.
5. Implementation of measures approved by the city engineer to prevent change in soil chemistry due to concrete washout and leakage or spillage of toxic materials, such as fuels or paints.

I. Additional Protective Measures. The following tree protection measures are recommended to protect significant trees that are to be preserved according to the approved tree preservation plan, and may be required as determined necessary by the city forester:

1. Installation of retaining walls or tree wells to preserve trees.
2. Placement of utilities in common trenches outside of the tree protection zone of significant trees, or use of tunneled installation.
3. Use of tree root aeration to mitigate compacted soils

4. Provision of supplemental irrigation during the growing season when dry weather occurs.
 5. Installation of tree protection measures to protect and preserve trees located on abutting properties or the public right-of-way.
- J. Performance Security. The developer shall provide a performance security to the city in accordance with the city fee schedule. The security will be included in the development contract to ensure protective measures are installed and maintained and to guarantee replacement of all significant trees that were to be saved but were destroyed or damaged.

(Remainder of this page intentionally blank)

Section 7. This Ordinance shall be effective immediately upon its passage and publication according to law.

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

CITY OF LAKEVILLE

BY: _____
Luke M. 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)

10-3-2: Plat and Data Requirements – Preliminary Plat

10-4-7: Design Standards – Tree Protected Areas

10-4-11: Design Standards – Tree Preservation

Title 11 (Zoning)

11-2-3: Rules and Definitions – Definitions

11-21-9: Fencing/Screening/Landscaping – Required Screening and Landscaping

11-21-11: Fencing/Screening/Landscaping – Tree Preservation

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 17th day of August 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
July 17, 2025

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

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

Members Absent: None

Staff Present: Tina Goodroad, Community Development Director; Kris Jenson, Planning Manager; Zach Jorgensen, City Forester; Grace Benson, Forestry Technician; Dawn Erickson, Community Development Recorder.

3. Approval of the Meeting Minutes

The June 26, 2025 Planning Commission meeting minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson stated if the agenda items are not tabled they will move forward to the August 4 City Council meeting.

5. City of Lakeville - Tree Preservation Ordinance

Chair Zimmer opened the public hearing to consider amendments to Title 10 (Subdivisions) and Title 11 (Zoning) of the City Code relating to tree preservation.

Community Development Director, Tina Goodroad presented the Tree Preservation ordinance outline. Ms. Goodroad stated the proposed ordinance outline has been discussed by City Council, Planning Commission and the Parks, Recreation, and Natural Resources Committee in previous work sessions. Ms. Goodroad introduced Zach Jorgensen and Grace Benson from the Forestry department.

Chair Zimmer opened the hearing to the public for comment.

Bob Erickson, 19081 Inndale Drive, raised issues related to the definition of mixed use and how recent developments would have been impacted by the proposed ordinance.

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

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

Ms. Goodroad noted that mixed use refers to the zoning district mixed use. There are two mixed use zoning districts, both of which include multi-family residential uses.

- Commissioner Kaluza asked for clarification about what happens if the site is constrained and doesn't allow for tree preservation. Ms. Goodroad stated that if a site exceeds the removal threshold, any required buffering or screening trees then count towards the reforestation requirement; the fee in lieu would be used if there was no room on the site.
- Commissioner Einck raised issues about the impact of the ordinance on smaller lots, particularly the inch for inch replacement requirement and the associated costs. Ms. Goodroad stated that section of the ordinance would require revised language to address the concerns raised.
- Commissioner Swaney asked how the ordinance affects diseased trees required to be removed; Mr. Jorgensen noted that diseased trees are exempt.
- Chair Zimmer asked for clarification of what activities are considered to be land disturbing. Mr. Jorgensen stated that land disturbing is also known as mass grading, an activity common to large development sites.
- Commissioner Einck asked if there are restrictions on tree removals by homeowners outside of construction projects. Mr. Jorgensen stated there are not and it is allowed.
- Commissioner Traffas agreed that some residential limitations make sense, but concurred with other Commissioners' concerns about impacts to homeowners.
- Commissioner Swenson asked for examples of how this ordinance would apply to recent developments. Ms. Benson presented reviews of Caslano and The Preserve of Lakeville. She noted that the proposed ordinance has a lower replacement level than other metro cities.
- Commissioner Traffas asked whether there is still significant woodland in Lakeville to be preserved. Ms. Benson stated there is significant woodland areas west of Interstate 35.

Ms. Goodroad presented the Commission with two options. The item could be tabled so that staff can discuss revisions to address Commission's concerns regarding the impact on single family properties or the Commission can recommend approval of the ordinance, with the stipulations that staff revise the ordinance to address the concerns related to single family properties. After discussion, the Planning Commission concurred that they would table the ordinance to the August 4 meeting and review proposed revisions at that time.

Motion was made by Kaluza, seconded by Einck to table the proposed ordinance amendments to Title 10 (Subdivisions) and Title 11 (Zoning) of the City Code relating to tree preservation.

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

Nays: 0

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

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
August 7, 2025

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

Members Present: Chair Christine Zimmer, Vice Chair Scott Einck, Pat Kaluza, John Swaney, Mark Traffas, Alternate Erin Duckworth, Ex-Officio Jeff Hansen

Members Absent: Jason Swenson, Amanda Tinsley

Staff Present: Tina Goodroad, Community Development Director; Kris Jenson, Planning Manager; Jon Nelson, Assistant City Engineer; Zach Jorgensen, City Forester; Grace Benson, Forestry Technician; Dawn Erickson, Community Development Recorder.

3. Approval of the Meeting Minutes

The July 17, 2025 Planning Commission meeting minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson stated there are two handouts including the Parks, Recreation & Natural Resources Committee Motion regarding the tree preservation ordinance and an email comment regarding Agenda item 7 for Tradition Development. There will not be a public hearing for Agenda item 6; the application was withdrawn by the applicant.

5. City of Lakeville - Tree Preservation Ordinance

Community Development Director Tina Goodroad provided an update on the proposed tree ordinance. Ms. Goodroad stated that at the July 17, 2025 Planning Commission meeting, the draft tree preservation ordinance was tabled with a request that staff review the impacts of the proposed ordinance on single-family home properties.

City Forester Zach Jorgensen presented an overview of the ordinance and highlighted the changes. The primary change is that the requirement of the tree preservation plan does not apply unless a single-family home property is at least one acre in size, exclusive of right-of-way and easements. The draft language now also gives single-family homeowners the option to prepare the tree preservation plan themselves, rather than requiring that a certified or licensed professional prepare the plan.

Chair Zimmer asked for comments from the Planning Commission.

- Commissioners Kaluza and Einck expressed their support for the changes staff made to the ordinance.
- Commissioner Traffas inquired how the one acre was chosen for the minimum lot size for already developed properties. Mr. Jorgensen stated that the one-acre size would address some of the concerns regarding preservation of woodlands, and is of a size that more easily accommodates replanting of trees on site.

Motion was made by Einck, seconded by Swaney to recommend to City Council approval of the ordinance amendments to Title 10 (Subdivisions) and Title 11 (Zoning) of the City Code relating to tree preservation.

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

Nays: 0

6. ETS South Metro (application withdrawn)

7. Tradition Development

Chair Zimmer opened the public hearing to consider the application of Tradition Development for a Comprehensive Plan amendment to bring approximately 390 acres of land into the current Municipal Urban Service Area (MUSA), a Comprehensive Plan amendment to re-guide properties from Commercial to Medium/High Density and Rural Density to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential; and a Zoning Map amendment to rezone properties from C-3, General Commercial District to RM-3, Medium Density Residential District and RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District.

Todd Stutz of Tradition Development introduced the project. Mr. Stutz stated they currently own 200 acres of the overall 390 acres included in the application. Tradition Development is working in conjunction with the remaining property owners that have signed on to be a part of the project. Mr. Stutz provided an overview of the various steps and stated that this project is still within the early stages of a lengthy process.

Ms. Goodroad presented an overview of the applications. Tradition Development (Artemis Land Holdings, LLC) has applied for Comprehensive Plan MUSA staging and land use amendments and Zoning Map amendments as a first step towards a master plan for a new residential community in southwest Lakeville. Tradition Development has assembled five properties totaling 200.28 acres (property formerly owned by the Lenertz family) and is working on behalf of 16 other properties surrounding this area to be part of the amendment and potentially part of the new residential development totaling 390 gross acres. Tradition Development is committed to creating a new neighborhood parallel to Spirit of Brandtjen Farm with a variety of lot sizes, densities, quality

**CITY OF LAKEVILLE
PARKS, RECREATION & NATURAL RESOURCES COMMITTEE
MEETING MINUTES
July 16, 2025**

Committee Chair Weberg called the meeting to order at 6:00 p.m. in the Lake Marion Conference Room.

Members Present: Holly Weberg, Steve Henneberry, Pat Sauer, Mark Engler, Saima Ali, Shahid Nadeem, Dan Volkosh

Members Absent: Vicki Schwartz, Renee Brekken

Staff Present: Parks and Recreation Director Joe Masiarchin, Community Development Director Tina Goodroad, City Forester Zach Jorgenson, Forestry Technician Grace Benson

1. Approval of June 4, 2025 minutes

A motion was made by Henneberry, seconded by Engler to approve June 4, 2025 minutes as written.

Ayes: unanimous

2. Citizen comments

No citizens were present.

3. Updated Tree Preservation Ordinance

Goodroad provided background on the process of updating the Tree Preservation Ordinance and the benefits of doing so. The revised ordinance will require a comprehensive tree inventory that encompasses both landscaping and zoning codes, providing clarity on the developer's responsibilities. Once the City Council approves the ordinance, it will take immediate effect.

Committee Discussion

- When a tree preservation plan/replacement plan is presented, recommended consistency between replacement tree species and connectivity to existing woodlands. Consider the species' significance, size, tree health and any notable historical significance when determining preservation/preservation. Staff will include these comments in the materials that will go to the Planning Commission and City Council.
- Why are deciduous trees included explicitly in the tree replacement language? This is due to canopy replacement rather than just being ornamental. A combination of both is acceptable.
- Where is the native tree list that is mentioned in the ordinance located? This will be provided as an attachment to the ordinance.
- Is there anything very different from what comparable communities are currently enforcing? The additional allowances for woodland credits are not as common but the ordinance is similar to many surrounding communities that staff reviewed when writing the new ordinance.

A motion was made by Henneberry, seconded by Sauer, to approve the updated tree preservation ordinance as presented by City staff, with the recommendations mentioned above being taken into consideration.

Ayes: unanimous



Memorandum

To: Planning Commission
From: Tina Goodroad, Community Development Director
Date: July 10, 2025, revised July 31, 2025
Subject: Packet Material for the August 7, 2025 Planning Commission Meeting
Agenda Item: Zoning Text Amendment Related to Tree Preservation

BACKGROUND

At the July 17, 2025 Planning Commission meeting the review of the tree preservation ordinance was tabled to provide additional review of the types of development the ordinance will apply. Over the past several months City Forestry and Community Development staff have been evaluating the Tree Preservation Ordinance (Title 11, Chapter 21, Section 11) to consider amendments that would result in potential protection of valuable or significant trees. Staff have shared a summary of objectives, threshold limits and reforestation requirements with the City Council (two work sessions) and the Planning Commission and Parks, Recreation & Natural Resources Committee (joint work session). Staff have received support to proceed with an ordinance.

SUMMARY OF AMENDMENTS

Section 10-3-2 and 10-4-7 of the Subdivision Ordinance is amended to require a tree preservation plan as required by section 11-21-11 of the Zoning Ordinance. This amendment moves the requirements of tree preservation and reforestation to the Zoning Ordinance versus the Subdivision Ordinance.

Section 11-2-3 Definitions: This amendment is specifically related to adding tree preservation related definitions to the zoning ordinance definition section.

Section 11-21-9.B Landscaping: The amendment clarifies landscaping requirements for residential, commercial and institutional uses that are defined in development contracts and should also be stipulated in the ordinance.

Section 11-21-21: Fencing/Screening/Landscaping-Tree Preservation: This amendment includes the entirety of the tree preservation requirements starting with a clear purpose for this section.

Section 11-21-11: item B relates to scope and the types of development that will require a tree preservation plan. Item 4 of this section has been amended to apply only to lots equal to or larger than one acre in size not including easements or right of way. We also made the requirements for preparing the tree preservation plan more flexible. In addition, Section 11-21-11: G; tree replacement requirements item F has been added to provide replacement requirements for a rebuild or addition on a lot equal to or larger than one acre. This section requires for each heritage tree removed to be related at a rate of two replacement trees for every one heritage tree removed versus a per inch replacement. This will result in a more reasonable replacement requirement on existing development properties.

Item C specifies incentives which help off-set replacement requirements.

Item E specifies all the requirements for preparing and submitting a tree preservation plan.

Item F includes the allowed tree removal thresholds. Residential is set at 40% (of the total diameter inches) while mixed use, commercial, industrial and special districts are set at 70%.

Item G includes tree replacement requirements which would apply if tree removal exceeded the threshold. Replacement requirements are based on tree type with standards for replacement tree sizes. Again, item F has been added to create more reasonable replacement standards for heritage tree removal on existing lots one acre or larger.

Items H-J -spells out required protective measures.

Forestry staff will be at the meeting and can address any specific questions.

Action

City staff recommends approval of the proposed amendments as presented.

Attachment

Ordinance Amendment



Date: 8/18/2025

Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC Comprehensive Plan and Zoning Map Amendments

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution amending the 2040 Comprehensive Land Use Map and Staging Map and adoption of the findings of fact, and 2) an ordinance amending the Zoning Map and adoption of findings of fact.

Overview

Dakota Waste Solutions LLC and OLAM Holdings 1, LLC, proposes a Comprehensive Plan amendment to amend the land use designation from Office Park to Warehouse/Light Industrial and to adjust the staging on three properties from Expansion Area B to current MUSA. Finally, a Zoning Map amendment from OP, Office Park District to I-1, Light Industrial. The requests are proposed to allow future industrial development.

The Planning Commission held a public hearing on these applications at its August 7, 2025 meeting. There was no public comment. The Planning Commission unanimously recommended approval of the Comprehensive Plan and Zoning Map amendments. City Council approval of the Comprehensive Plan Amendment requires a four-fifths approving vote of the City Council.

Supporting Information

1. Comprehensive Plan Amendment resolution and findings of fact
2. Rezoning Ordinance and findings of fact
3. August 7, 2025 Planning Commission draft meeting minutes
4. July 31, 2025 Planning Memo

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

RESOLUTION 2025-____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

DAKOTA WASTE SOLUTIONS, LLC AND OLAM HOLDINGS 1, LLC
2040 COMPREHENSIVE PLAN AMENDMENT

WHEREAS, on August 18, 2025 the Lakeville City Council met at its regularly scheduled meeting to consider the application of Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC for an amendment of the 2040 Land Use Plan and Staging map of the 2040 Lakeville Comprehensive Plan in conjunction with a proposed industrial development on approximately 120 acres located south of 215th Street, west of Jacquard Avenue, and east of Kaparia Avenue; and,

WHEREAS, the property to be amended is currently staged as Expansion Area B and the applicant has applied for an amendment to the 2040 MUSA Staging Plan to bring the property into the current MUSA; and,

WHEREAS, the property to be amended is guided OP, Office Park and the applicant has applied for an amendment to the 2040 Land Use Plan to change the guided land to Warehouse/Light Industrial; and,

WHEREAS, the proposed Comprehensive Plan amendment has been submitted to adjacent governmental jurisdictions and the affected school district; and,

WHEREAS, the 2040 Comprehensive Plan provides that the Planning Commission shall consider possible effects of the proposed amendment with its judgment to be 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.**

Finding: The proposed staging change from Expansion Area B to current MUSA identified on Exhibit B and proposed Land Use map amendment from Office Park to Warehouse/Light Industrial as identified on Exhibit C of the July 31, 2025 planning report prepared by Tina Goodroad, Community Development Director and attached as Exhibits B and C to these Findings of Fact, is consistent with the Comprehensive Plan in accommodating growth while protecting the environment by integrating new industrial development within the City's natural resources in a compatible manner.

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

Finding: The proposed industrial development will be compatible with the existing and future land uses in the surrounding area.

3. **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed amendments are the first step in the review of development applications for new industrial development. Future reviews of development plans will ensure conformance to the Zoning Ordinance, Subdivision Ordinance, and City Code.

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

Finding: The proposed staging plan amendment will bring the parcels into the current MUSA and will be served by sanitary sewer services that will be extended from CSAH 70 along 215th Street as part of an improvement scheduled in the 2026 CIP.

5. **Traffic generated by the proposed use is within capabilities of streets serving the property.**

Finding: The subject sites will have access directly to 215th Street, 217th Street, and Jacquard Avenue. A traffic study was prepared as part of the OLAM Holdings, 1, LLC Alternate Urban Areawide Review (AUAR) will be used to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use.

WHEREAS, the legal description of the property is attached in Exhibit A.

WHEREAS, The Planning Commission conducted a public hearing on the application at its August 7, 2025 meeting, preceded by published and mailed notice, where the applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak, closed the public hearing, and voted to recommend the City Council approve the request.

NOW THEREFORE BE IT RESOLVED THAT the City Council approves the application of Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC to amend the 2040 Comprehensive Plan, subject to the approval of the Metropolitan Council.

ADOPTED by the Lakeville City Council this 18th day of **August 2025**

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST: _____
Ann Orlofsky, City Clerk

EXHIBIT A
Legal Description

Parcels included in the comprehensive plan amendment application:

The Northwest 1/4 of the Southeast 1/4 of Section 36, Township 114, Range 21, Dakota County Minnesota.

and

East 1/2 of the Southeast 1/4 except the East 81.79 feet of the North 887 feet of Section 36, Township 114, Range 21, Dakota County Minnesota.

and

The East 81.79 Feet of the North 887 Feet of the Northeast 1/4 of Southeast 1/4 of Section 36, Township 114, Range 21, Dakota County, Minnesota.

and

The West 409.31 Feet of the North 887 feet of Northwest 1/4 of the Southwest 1/4 of Section 31, Township 114, Range 20, Dakota County Minnesota.

and

The West 1/2 of Southwest 1/4 except 1.73 access road except West 409.131 feet of the North 887 feet of Section 31, Township 114, Range 20, Dakota County Minnesota.

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

DAKOTA WASTE SOLUTIONS, LLC AND OLAM HOLDINGS 1, LLC
2040 COMPREHENSIVE PLAN AMENDMENT
FINDINGS OF FACT AND DECISION

On August 7, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC to consider amendments to the MUSA Staging Plan and Land Use Plan of the 2040 Comprehensive Plan. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject properties proposed to be brought into the Current MUSA are staged as Expansion Area B.
2. The subject properties proposed for land use amendment are currently guided for Office Park. Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC have applied for an amendment to the 2040 Comprehensive Land Use Plan to change the guided land use to Warehouse/Light Industrial.
3. The legal description of the properties is attached as Exhibit A.
4. The proposed Comprehensive Plan amendment has been submitted to adjacent governmental jurisdictions and the affected school district.
5. The 2040 Comprehensive Plan provides that the Planning Commission shall consider possible effects of the proposed amendment with its judgment to be based upon, but not limited to, the following factors:

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

Finding: The proposed staging change from Expansion Area B to current MUSA identified on Exhibit B and proposed Land Use map amendment from Office Park to Warehouse/Light Industrial as identified on Exhibit C of the July 31, 2025 planning report prepared by Tina Goodroad, Community Development Director and attached as Exhibits B and C to these Findings of Fact, is consistent with the Comprehensive Plan in accommodating growth while protecting the environment by integrating new industrial development within the City's natural resources in a compatible manner.

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

Finding: The proposed industrial development will be compatible with the existing and future land uses in the surrounding area.

- c. **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed amendments are the first step in the review of development applications for new industrial development. Future reviews of development plans will ensure conformance to the Zoning Ordinance, Subdivision Ordinance, and City Code.

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

Finding: The proposed staging plan amendment will bring the parcels into the current MUSA and will be served by sanitary sewer services that will be extended from CSAH 70 along 215th Street as part of an improvement scheduled in the 2026 CIP.

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

Finding: The subject sites will have access directly to 215th Street, 217th Street, and Jacquard Avenue. A traffic study prepared as part of the OLAM Holdings, 1, LLC Alternate Urban Areawide Review (AUAR) will be used to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use.

6. The planning report dated July 31, 2025 prepared by Tina Goodroad, Community Development Director is incorporated herein.

DECISION

The City Council hereby approves the Comprehensive Plan amendment as shown in Exhibit B and C subject to the approval of the Metropolitan Council.

DATED: August 18, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

EXHIBIT A

Legal Description

Parcels included in the comprehensive plan amendment application:

The Northwest 1/4 of the Southeast 1/4 of Section 36, Township 114, Range 21, Dakota County Minnesota.

and

East 1/2 of the Southeast 1/4 except the East 81.79 feet of the North 887 feet of Section 36, Township 114, Range 21, Dakota County Minnesota.

and

The East 81.79 Feet of the North 887 Feet of the Northeast 1/4 of Southeast 1/4 of Section 36, Township 114, Range 21, Dakota County, Minnesota.

EXHIBIT B

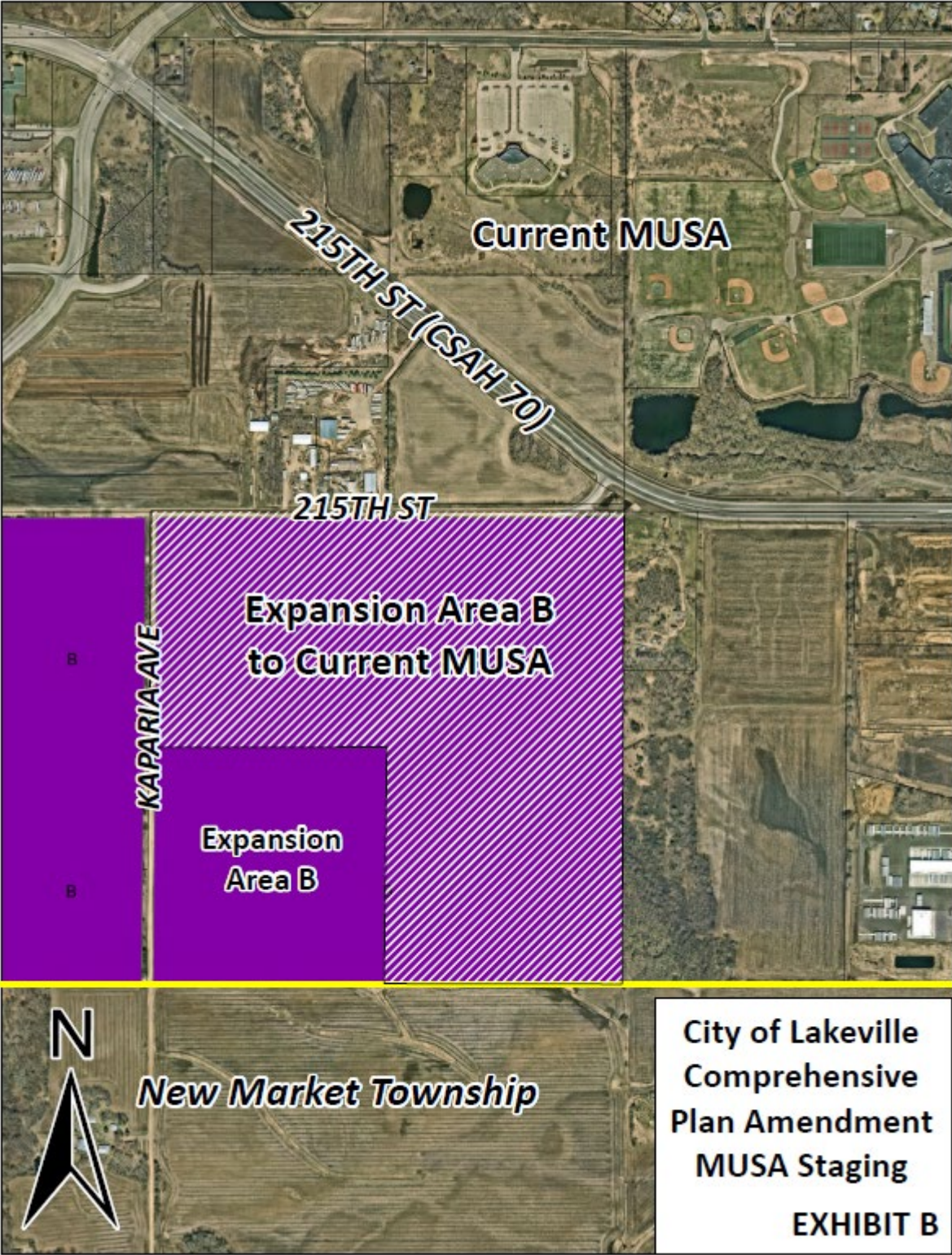
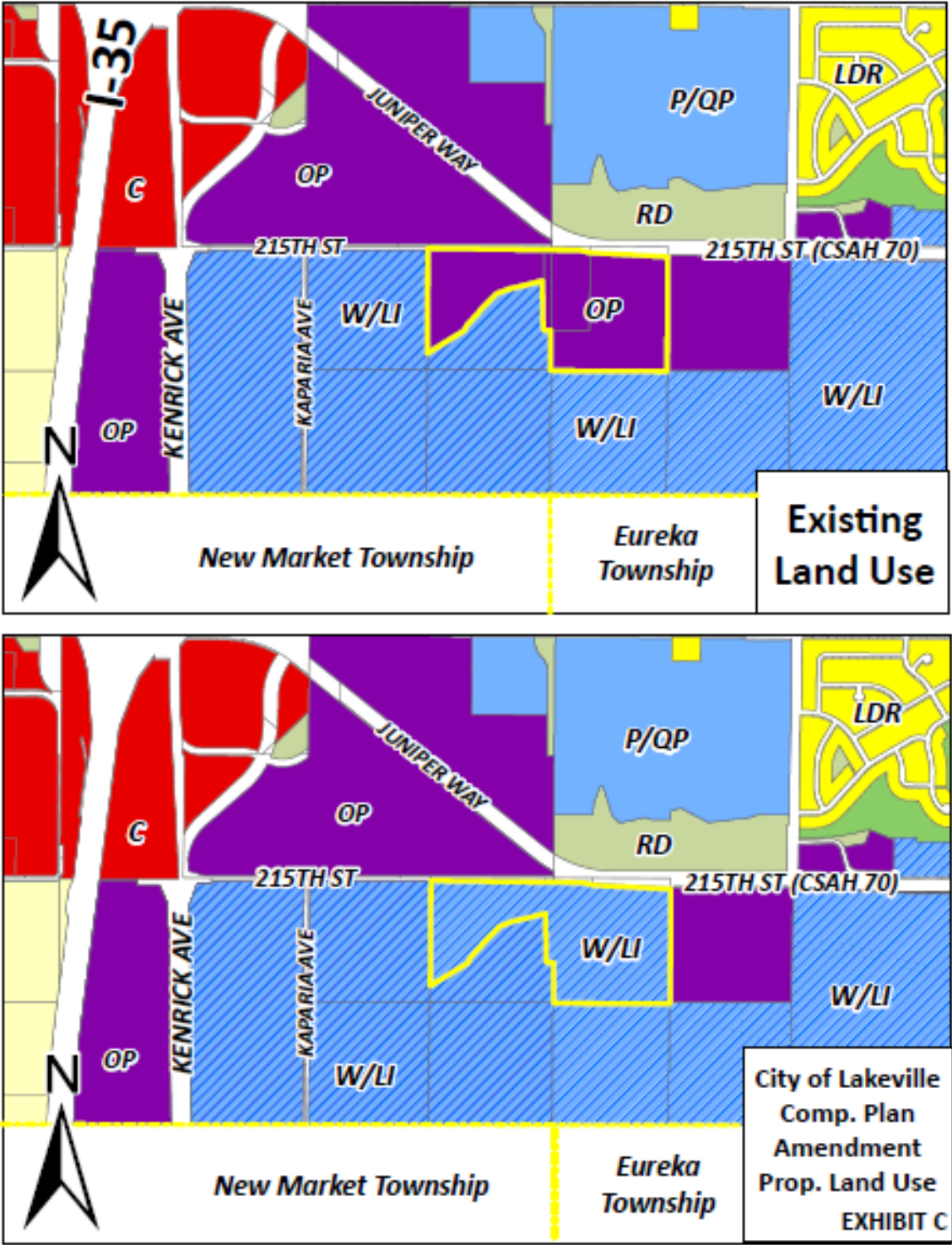


EXHIBIT C



ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE LAKEVILLE ZONING MAP RELATED TO
DAKOTA WASTE SOLUTIONS, LLC AND OLAM HOLDINGS 1, LLC

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. The legal description of the property is attached as Exhibit A.

Section 2. The property as shown on Exhibit B is hereby rezoned from a combination of OP, Office Park District and I-1, Light Industrial District to all I-1, Light Industrial District.

Section 3. The Zoning Map of the City of Lakeville shall not be republished to show the aforesaid rezoning, but the City Clerk shall appropriately mark the Zoning Map on file in the City Clerk's office for the purpose of indicating the rezoning hereinabove provided for in this Ordinance, and all of the notations, references and other information shown thereon are hereby incorporated by reference and made part of this Ordinance.

Section 4. This Ordinance shall be effective upon its passage, publication, and the City Council approval of the final plat of the parcels indicated in Exhibit A.

ADOPTED by the Lakeville City Council this 18th day of **August, 2025**.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST: _____
Ann Orlofsky, City Clerk

EXHIBIT A

The following parcels, all located within Dakota County, Minnesota:

The East 1/2 of the Southeast 1/4 except the East 81.79 feet of the North 887 feet of Section 36, Township 114, Range 21, Dakota County Minnesota.

and

The East 81.79 feet of the North 887 feet of the Northeast 1/4 of Southeast 1/4 of Section 36, Township 114, Range 21, Dakota County, Minnesota.

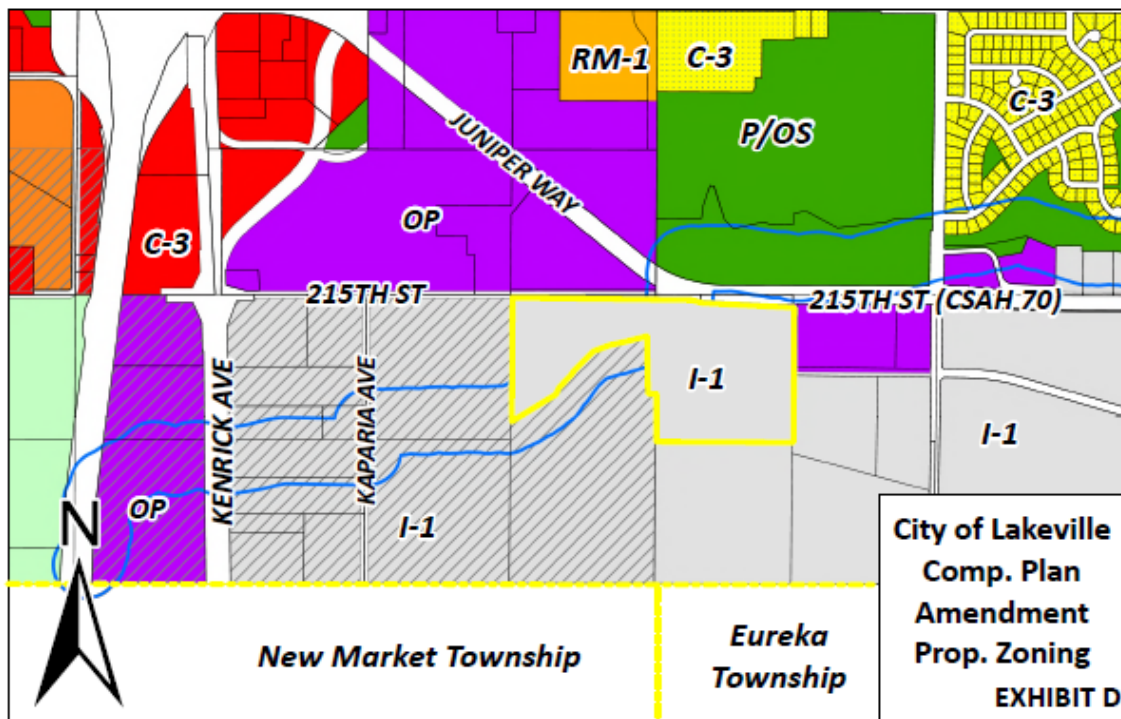
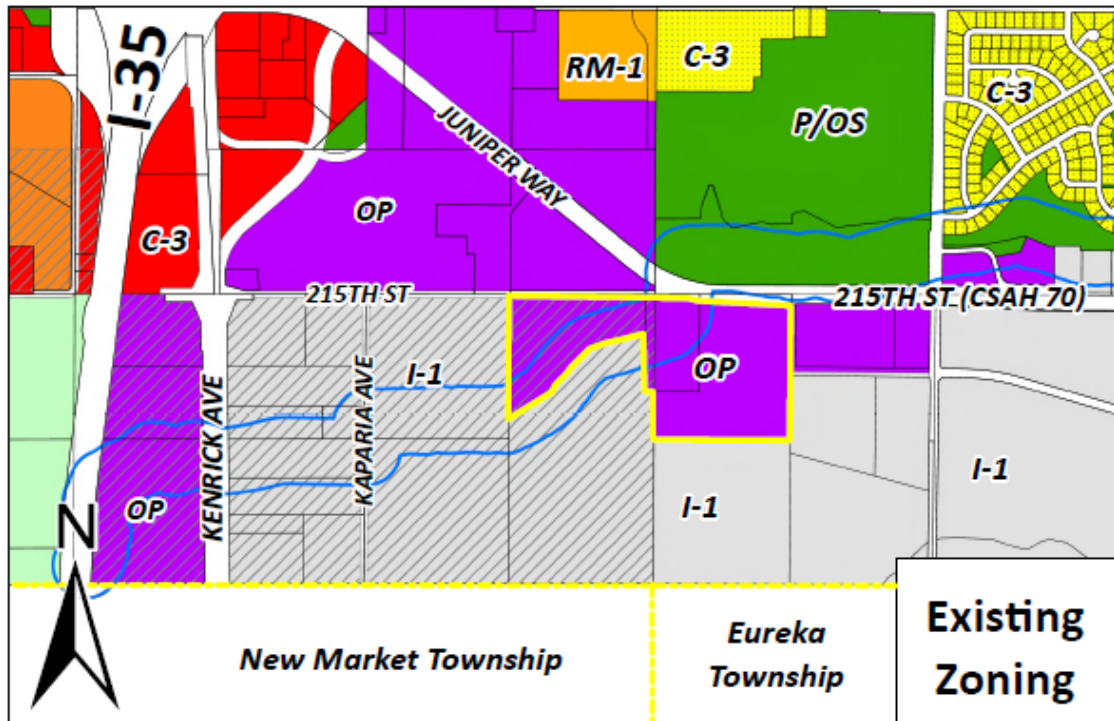
and

The West 409.31 feet of the North 887 feet of Northwest 1/4 of the Southwest 1/4 of Section 31, Township 114, Range 20, Dakota County Minnesota.

and

The West 1/2 of the Southwest 1/4 except 1.73 acres to road except West 409.131 feet of the North 887 feet of Section 31, Township 114, Range 20, Dakota County Minnesota.

EXHIBIT B



CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

DAKOTA WASTE SOLUTIONS, LLC AND OLAM HOLDINGS 1, LLC
ZONING MAP AMENDMENT
FINDINGS OF FACT AND DECISION

On August 7, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC for an amendment to the Zoning Map to rezone properties from O-P, Office Park to I-I, Light Industrial. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject properties are guided for Office Park land use by the 2040 Comprehensive Land Use Plan. Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC has applied for an amendment to the 2040 Land Use Plan to change those areas guided Office Park to Warehouse/Light Industrial.
2. Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC has applied for an amendment to the Zoning Map to change the zoning of the properties from OP, Office Park District to I-1, Light Industrial.
3. The legal description of the properties is attached in Exhibit A.
4. Section 11-3-3.E of the City of Lakeville Zoning Ordinance provides that the Planning Commission shall consider possible effects of the proposed amendment. Its judgment shall be based upon, but not limited to, the following factors:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed rezoning to I-1, Light Industrial as illustrated in Exhibit D of the July 31, 2025 planning prepared by Tina Goodroad, Community Development Director report and attached as Exhibit B to these Findings of Fact, is consistent with the goals and policies of the 2040 Comprehensive Plan in accommodating growth while protecting the environment by integrating new industrial development within the City's natural resources in a compatible manner.

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

Finding: The subject site is located south of 215th Street and will be compatible with the existing and future land uses in the area.

- c. **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed industrial land uses will be required to comply with the requirements of the Zoning Ordinance, Subdivision Ordinance, and City Code and will be evaluated as part of necessary applications to develop the property, including availability of sanitary sewer.

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

Finding: Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC have applied for a Comprehensive Plan MUSA Staging Amendment to bring the properties into the current MUSA and will be served in the future by extending sanitary sewer and water services.

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

Finding: The subject sites will have access directly to 215th Street, 217th Street, and Jacquard Avenue. A traffic study was prepared as part of the OLAM Holdings, 1, LLC Alternate Urban Areawide Review (AUAR) will be used to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use.

5. The planning report dated July 31, 2025 prepared by Tina Goodroad, Community Development Director is incorporated herein.

DECISION

The City Council hereby approves the Zoning Map amendment as shown in Exhibit B, subject to Metropolitan Council approval of the Comprehensive Plan Amendment.

DATED: August 18, 2025

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

BY: _____

Ann Orlofsky, City Clerk

EXHIBIT A

The following parcels, all located within Dakota County, Minnesota:

The East 1/2 of the Southeast 1/4 except the East 81.79 feet of the North 887 feet of Section 36, Township 114, Range 21, Dakota County Minnesota.

and

The East 81.79 feet of the North 887 feet of the Northeast 1/4 of Southeast 1/4 of Section 36, Township 114, Range 21, Dakota County, Minnesota.

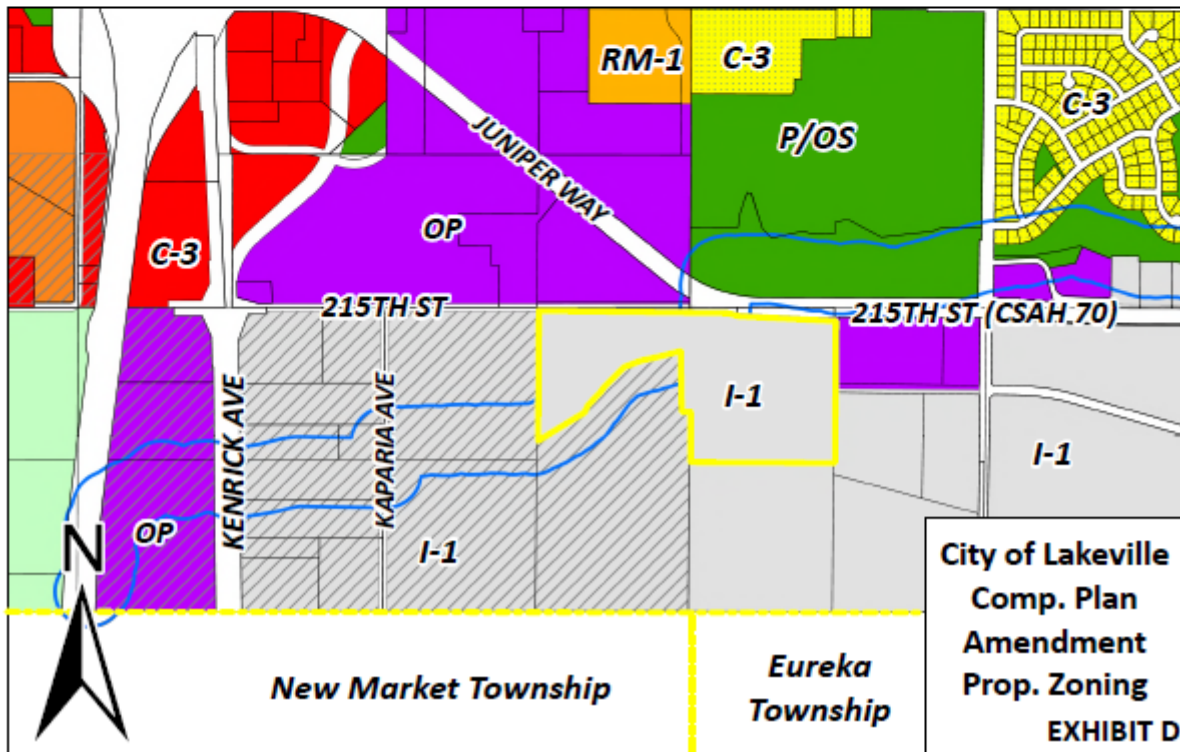
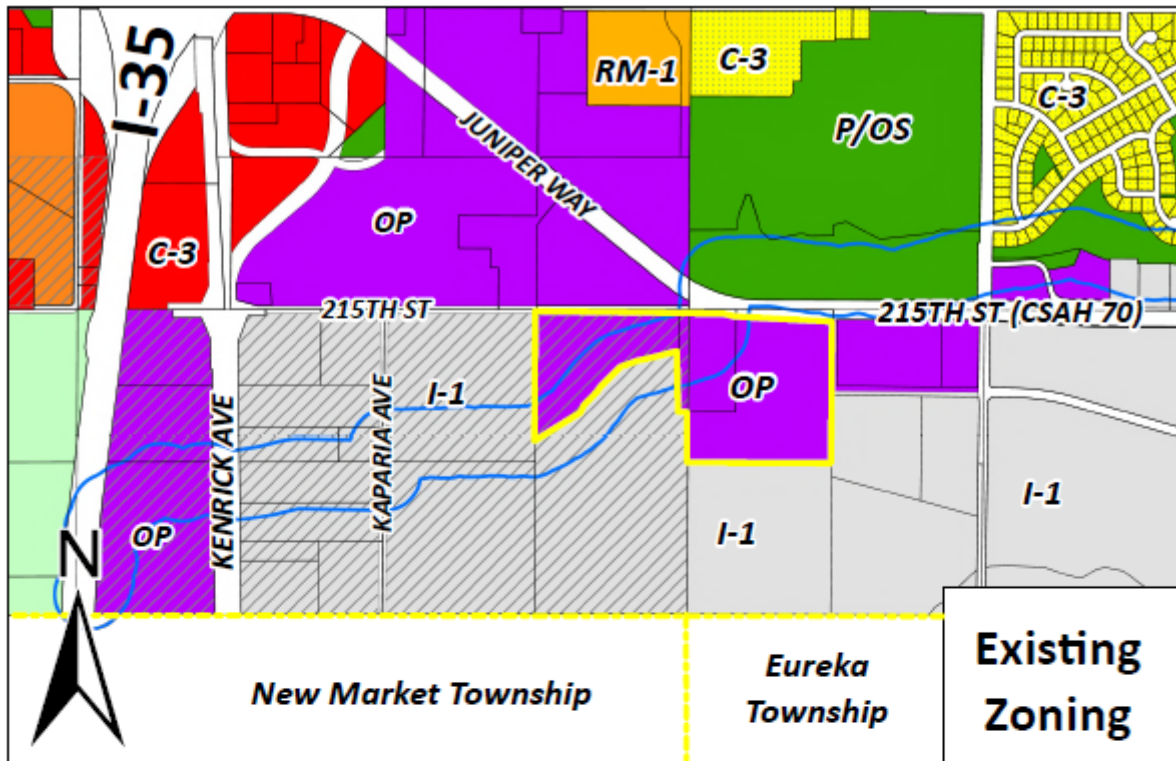
and

The West 409.31 feet of the North 887 feet of Northwest 1/4 of the Southwest 1/4 of Section 31, Township 114, Range 20, Dakota County Minnesota.

and

The West 1/2 of the Southwest 1/4 except 1.73 acres to road except West 409.131 feet of the North 887 feet of Section 31, Township 114, Range 20, Dakota County Minnesota.

EXHIBIT B



Ms. Jenson added that the City Council must approve the proposed amendment, after which it is submitted to the Met Council for their review. Met Council will not deem the submittal complete until either the 60 days have passed since the notice was distributed, or a response has been received from each jurisdiction that was notified. Once that has occurred, then Met Council will begin their review of the proposed amendment.

Motion was made by Kaluza, seconded by Einck to recommend to City Council approval of the Tradition Development Comprehensive Plan amendments and the Zoning Map amendment and approval of the findings of fact dated August 7, 2025.

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

Nays: 0

8. Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC

Chair Zimmer opened the public hearing to consider the application of Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC for a Comprehensive Plan amendment to bring approximately 120 acres of land into the current Municipal Urban Service Area (MUSA), a Comprehensive Plan amendment to re-guide properties from Office Park to Warehouse/Light Industrial, and a Zoning Map amendment to rezone property from O-P, Office Park District to I-1, Light Industrial District.

Mike Brandt of Kimley Horn introduced the project.

Ms. Goodroad stated that Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC have applied for Comprehensive Plan MUSA staging and land use amendments as well as a Zoning Map amendment as a first step in development of these industrial properties. Dakota Waste Solutions, LLC has submitted plans for development of property south of 215th Street, directly south of their current operating location, to relocate the recycling and food processing businesses. OLAM Holdings 1, LLC recently completed an AUAR which identified the need for staging, land use and zoning amendments to support development of their properties for industrial uses. Concept plans are underway for multiple industrial buildings. A residential property located between the two OLAM Holdings properties has also been included at the owner's request.

The Comprehensive Plan amendment includes amending the staging on three parcels from Expansion Area B to the current Municipal Urban Service Area (MUSA). The request also includes a Comprehensive Plan amendment to re-guide those properties guided Office Park to Warehouse/Light Industrial. Finally, the application includes a Zoning Map amendment to rezone parcels the same parcels from OP, Office Park District to I-1, Light Industrial District.

Ms. Goodroad stated that Community Development Department staff has determined that the requested land use plan amendment is consistent with the intent and goals of the 2040 Comprehensive Plan and recommends approval of both the Comprehensive Plan Amendment and the Zoning Map Amendment.

Chair Zimmer opened the hearing for public comment.

There was no public comment.

Motion was made by Kaluza, seconded by Swaney to close the public hearing at 7:48 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas asked if the Minnesota Pollution Control Agency could make decision or take some action that would delay or change the plans. Ms. Goodroad stated that she does not believe so.

Motion was made by Swaney, seconded by Kaluza to recommend to City Council approval of the Dakota Waste Solutions LLC and OLAM Holdings 1 LLC Comprehensive Plan amendments and the Zoning Map amendment and approval of the findings of fact dated August 7, 2025.

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

Nays: 0

9. Staff Notices

The Tree Preservation Ordinance and the Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC will be on the August 18 City Council Meeting. The next Planning Commission meeting will be on September 4. There being no further business, the meeting was adjourned at 7:50 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder



Memorandum

To: Planning Commission

From: Tina Goodroad, Community Development Director

Date: July 31, 2025

Subject: Packet Material for the August 7 Planning Commission Meeting

Agenda Item: Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC Comprehensive Plan and Zoning Map Amendments

BACKGROUND

Dakota Waste Solutions, LLC (Dunham) and OLAM Holdings 1, LLC (applicants) have applied for Comprehensive Plan MUSA staging and land use amendments as well as zoning map amendments as a first step in development of these industrial properties. Dakota Waste Solutions, LLC has submitted plans for development of property south of 215th Street (across from their current site) which will relocate the recycling and food processing businesses. OLAM Holdings 1, LLC recently completed an AUAR which identified the need for staging, land use and zoning amendments to support development of their properties for industrial uses. Concept plans are underway for multiple industrial buildings. A residential property located between the two OLAM Holdings properties has also been included at the owner's request.

The comprehensive plan amendment includes amending the staging on 119.7 acres of land (three parcels) from Expansion Area B to the current Municipal Urban Service Area (MUSA). The request also includes a Comprehensive Plan amendment to re-guide the properties from Office Park to Warehouse/Light Industrial. Finally, the amendment includes a zoning map amendment to rezone parcels to be consistent with the land use.

EXHIBITS

- A. Location Map
- B. Comprehensive Plan MUSA Staging Amendments

- C. Comprehensive Plan Land Use Amendments
- D. Zoning Map Amendments

PLANNING ANALYSIS

The subject site involves five properties that are south of 215th Street, west of Jacquard Avenue, and east of Kaparia Avenue.

Surrounding Properties

- North: 215th Street/CSAH 70 (ROW), Vacant land (O-P) and South Creek (P/OS)
- South: Vacant land (I-1) and Agricultural land (New Market Township)
- East: Industrial uses (O-P and I-1)
- West: Agricultural land (I-1/RAO), Kaparia Avenue, Industrial uses (I-1/RAO)

Adjacent and Affected Jurisdiction Notification. As required in consideration of Comprehensive Plan Amendments, the proposed amendment has been submitted to 11 adjacent governmental jurisdictions, the affected school district (ISD 194), and the Metropolitan Council for review and comment. At the time of preparation of the report half the jurisdictions responded with no comments.

Comprehensive Plan Amendment. The comprehensive plan amendment is in two parts. The first request is to adjust the staging on three properties from Expansion Area B to current MUSA, as illustrated in Exhibit B. Sewer will be extended along 215th Street as part of a CIP improvement in 2026 to serve these properties.

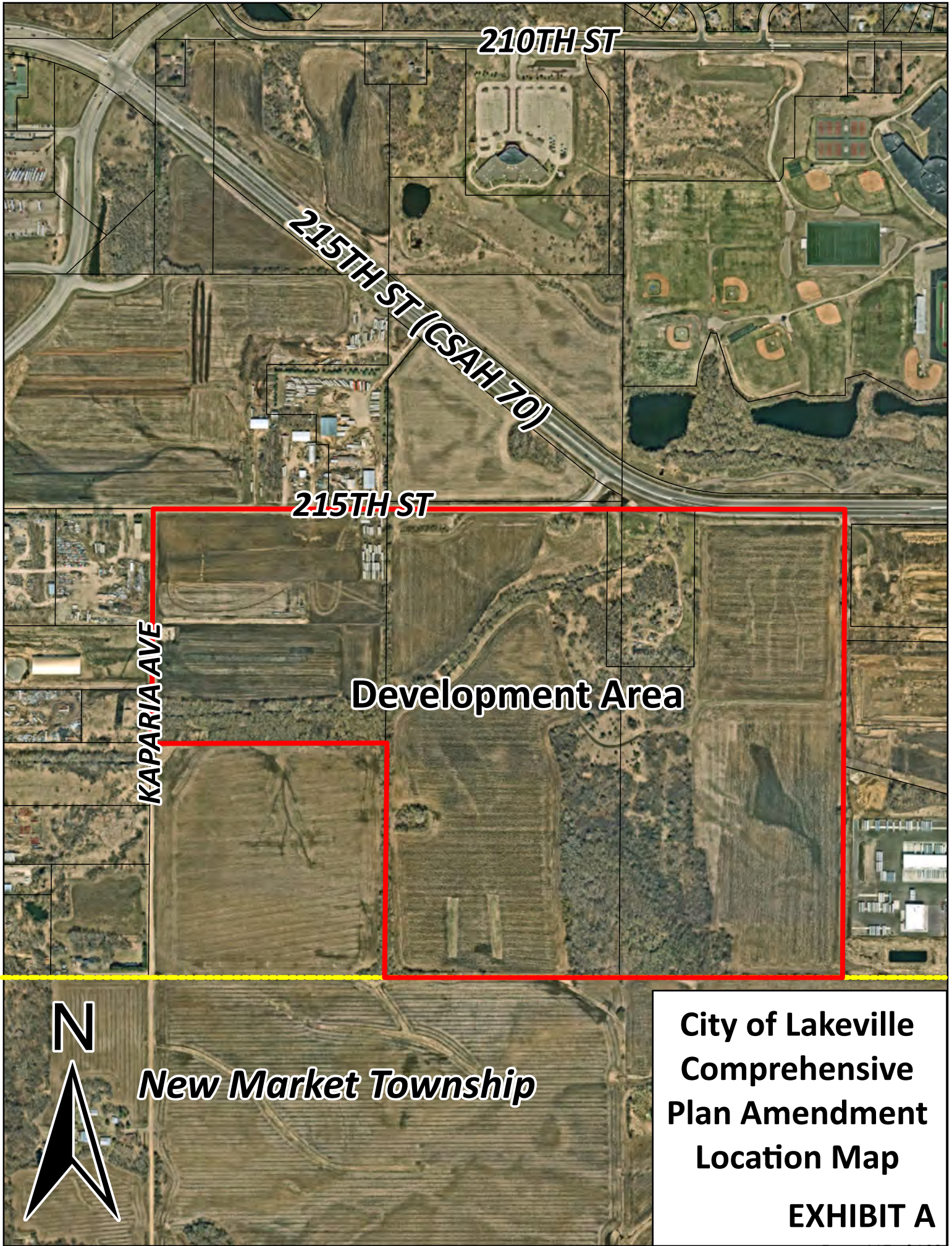
The second part of the amendment is to re-guide four parcels from Office Park to Warehouse/Light Industrial. These parcels are currently split in land use with a combination of Office Park on the north and Warehouse/Light Industrial on the south. This amendment will provide Warehouse/Light Industrial across the entire properties.

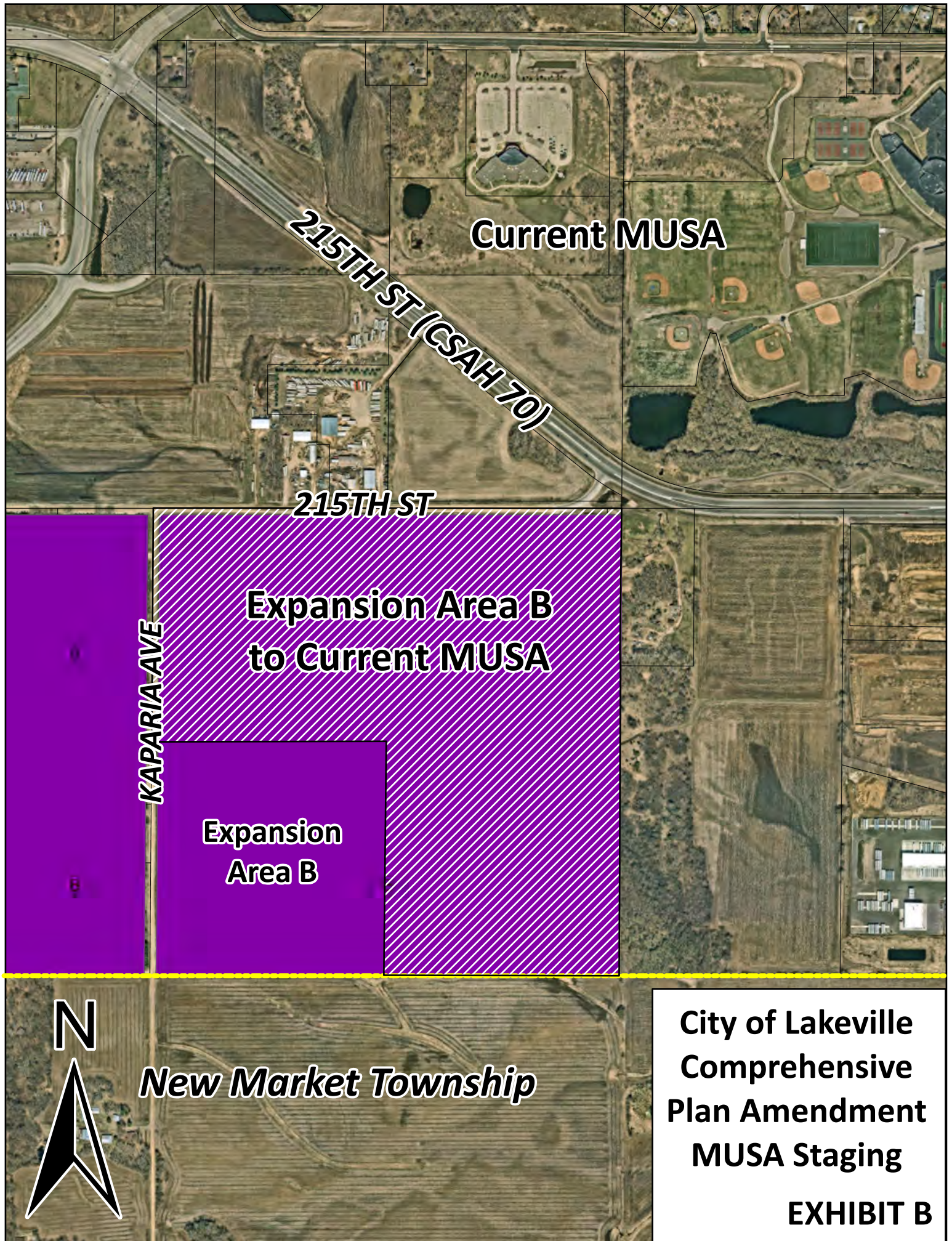
Zoning Map Amendment. Consistent with the land use designations described above, the same properties are proposed for rezoning as illustrated in Exhibit D. Properties are proposed for rezoning from O-P, Office Park to I-I, Light Industrial

RECOMMENDATION

Community Development Department staff has determined that the requested land use plan amendment is consistent with the intent and goals of the 2040 Comprehensive Plan and recommends approval of both the Comprehensive Plan Amendment and the Zoning Map Amendment.

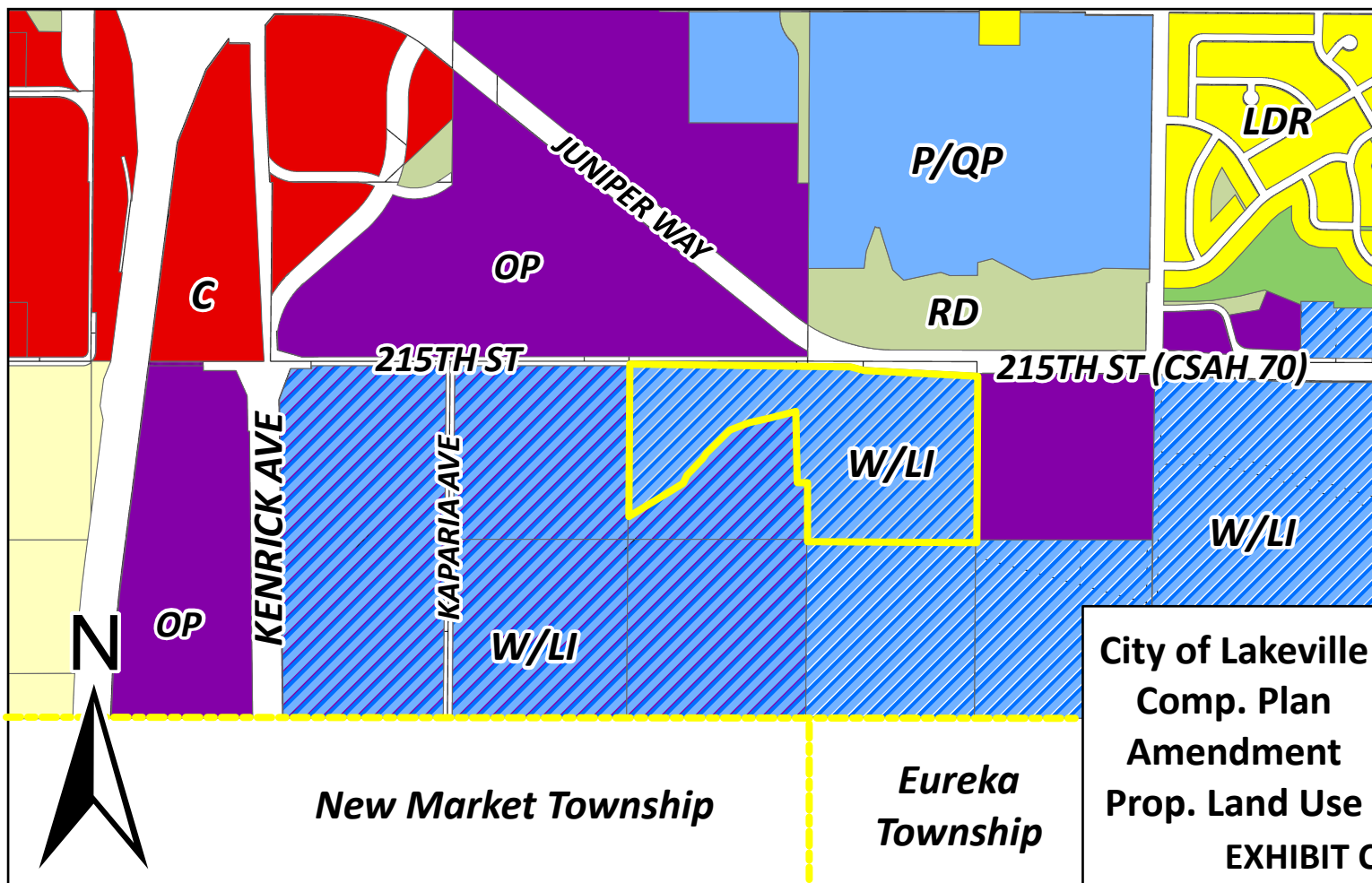
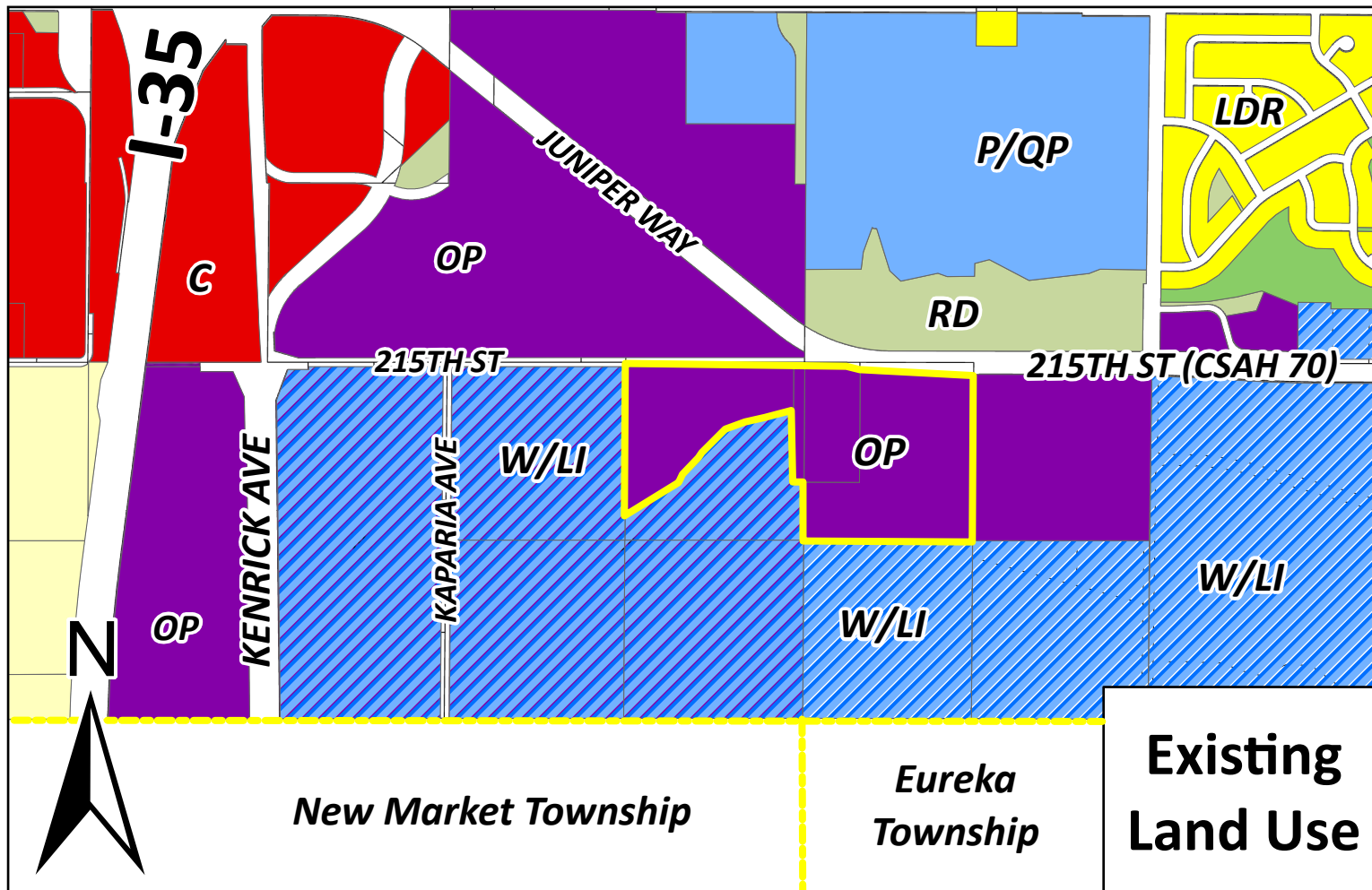
Findings of fact for approval of the comprehensive plan amendment and zoning map amendment are included with the packet materials for your consideration.

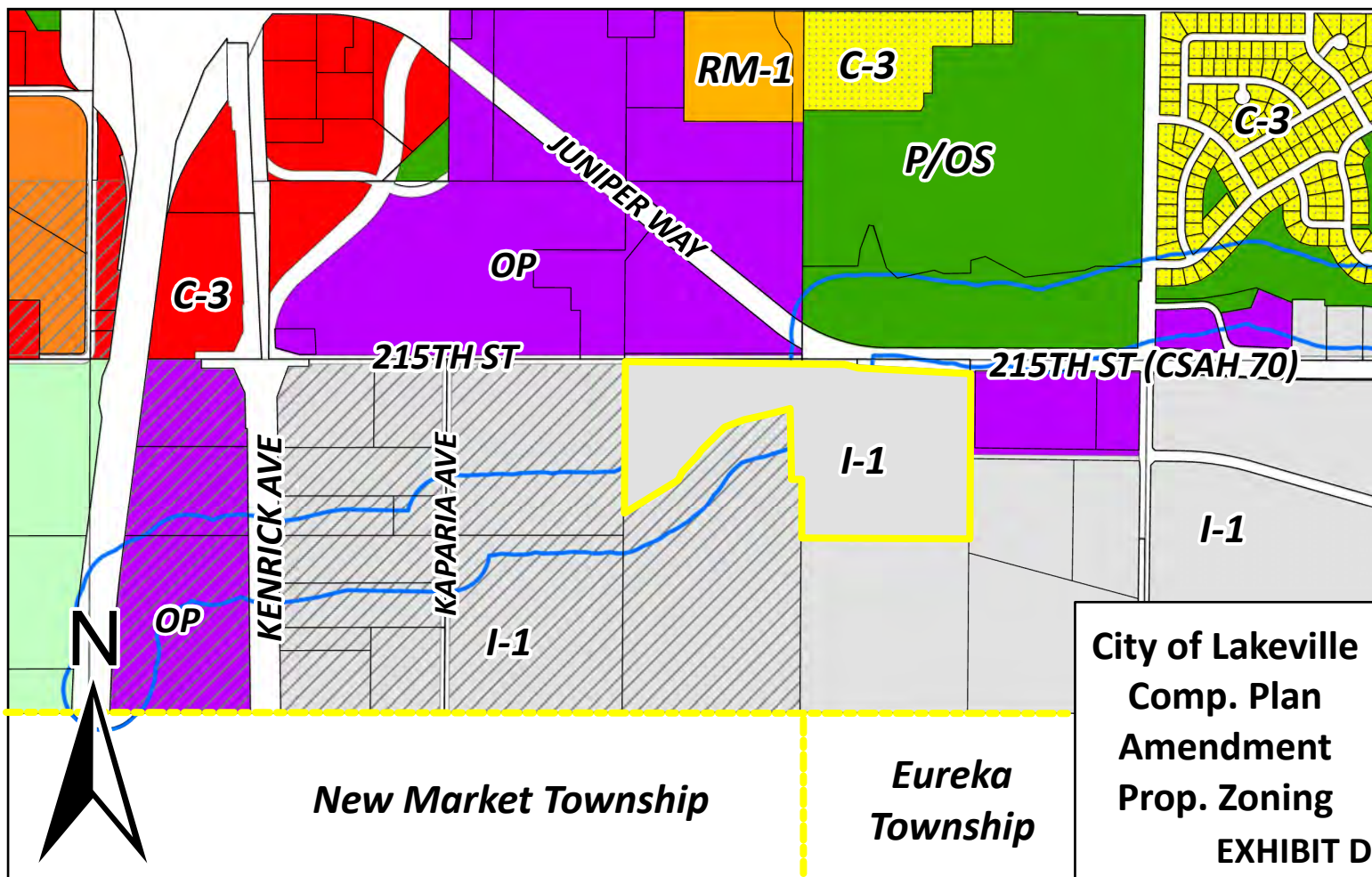
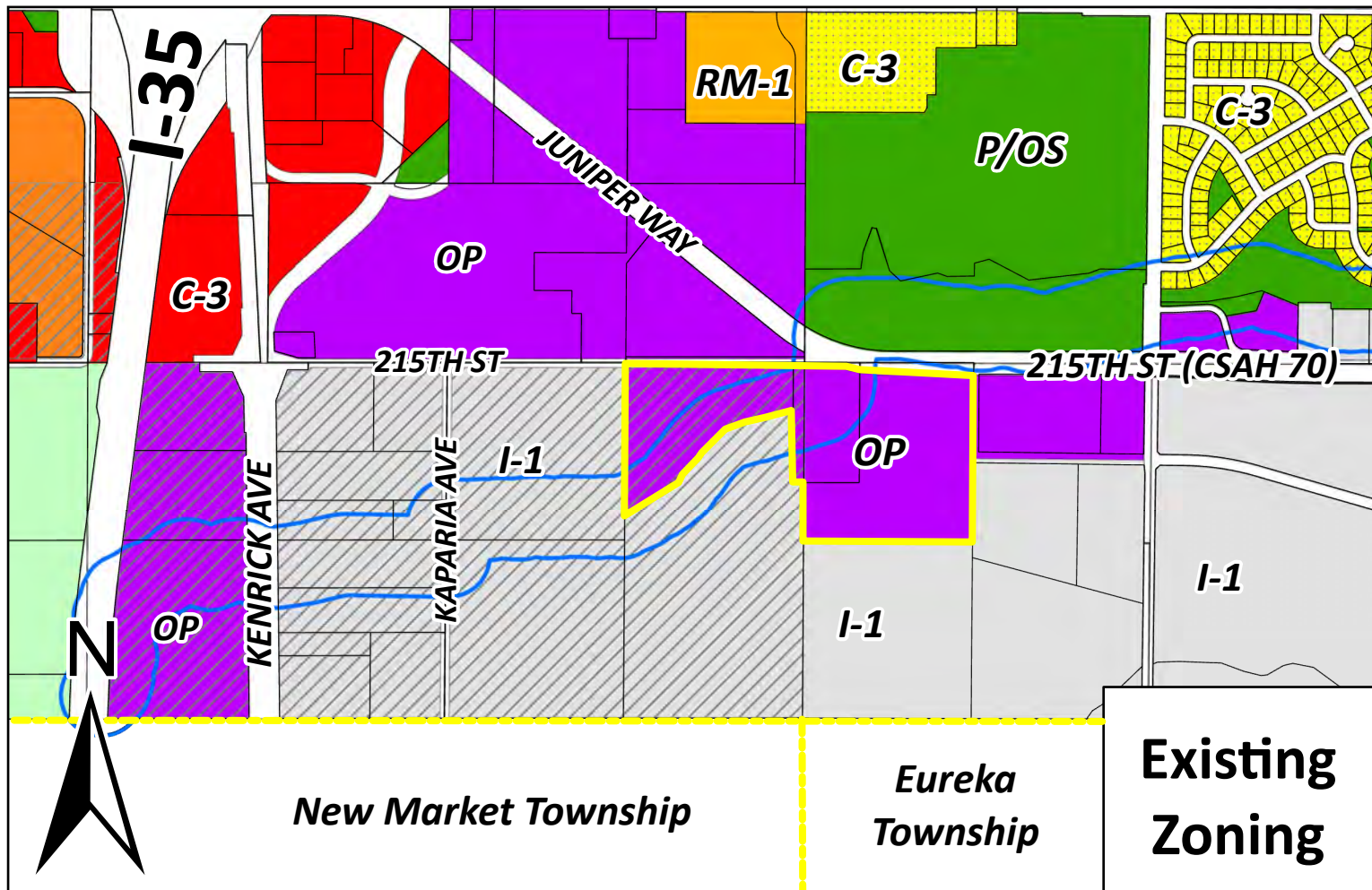




**City of Lakeville
Comprehensive
Plan Amendment
MUSA Staging**

EXHIBIT B







Date: 8/18/2025

Tradition Development Comprehensive Plan and Zoning Map Amendments

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution amending the 2040 Comprehensive Land Use Map and Staging Map and adoption of findings of fact, and 2) an ordinance amending the Zoning Map and adoption of findings of fact.

Overview

Tradition Development proposes amendments to the Comprehensive Plan and the Zoning Map. The land use amendment proposes to re-guide parcels to land use designations based on the concept plan that will provide a range of densities and residential unit types. Properties are proposed to be re-guided from Commercial to Medium/High Density Residential and from Rural Density Residential to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential. The proposal also requests to adjust the MUSA staging of 11 properties from Expansion Area B to Current MUSA and 10 properties from Urban Reserve to Current MUSA. Finally, a Zoning Map amendment from C-3, General Commercial District to RM-3, Medium Density Residential District and RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District. The requests are proposed to allow future residential development. Due to the overall size of the proposed project, an AUAR will be required to be prepared and approved prior to the submittal of any development plans.

The Planning Commission held a public hearing on the Comprehensive Plan, Staging Plan and Zoning Map amendment applications at its August 7, 2025 meeting. Eight people spoke at the public hearing and one email comment was received prior to the meeting. Comments primarily focused on impacts to the school district, traffic on 210th Street (CSAH 70) and other streets in the area, as well as wetlands and the natural environment. The Planning Commission unanimously recommended approval of the Comprehensive Plan and Zoning Map amendments. City Council approval of the requested Comprehensive Plan Amendment requires a four-fifths approving vote of the City Council.

Supporting Information

1. Comprehensive Plan amendment and findings of fact
2. Rezoning Ordinance and findings of fact
3. August 7, 2025 Planning Commission draft meeting minutes
4. July 31, 2025 Planning memo

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: A Home for All Ages and Stages of Life Report Completed by: Tina Goodroad, Community Development Director

RESOLUTION 2025-_____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

TRADITION DEVELOPMENT CORPORATION
2040 COMPREHENSIVE PLAN AMENDMENT

WHEREAS, on August 18, 2025 the Lakeville City Council met at its regularly scheduled meeting to consider the application Tradition Development Corporation for an amendment of the 2040 Land Use Plan and Staging map of the 2040 Lakeville Comprehensive Plan in conjunction with a proposed residential development on approximately 390 acres located south of 210th Street, west of Keokuk Avenue, and east of the city boundary with Credit River; and,

WHEREAS, the property is guided a combination of residential and rural residential land uses, and the applicant has applied for an amendment to the 2040 Land Use Plan to change the land use as follows: from Commercial to Medium/High Density Residential and Rural Density Residential to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential; and.

WHEREAS, the proposed Comprehensive Plan amendment has been submitted to adjacent governmental jurisdictions and the affected school district; and,

WHEREAS, the 2040 Comprehensive Plan provides that the Planning Commission shall consider possible effects of the proposed amendment with its judgment to be 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.**

Finding: The proposed staging change from Expansion Area B and Urban Reserve to current MUSA identified on Exhibit B and proposed Land Use map amendments from Commercial and Rural Density Residential as identified on Exhibit C of the July 31, 2025 planning report prepared by Tina Goodroad, Community Development Director, is consistent with the Comprehensive Plan in accommodating growth while protecting the environment by integrating new urban development within the City's natural resources in a compatible manner.

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

Finding: The proposed residential development will be compatible with the existing and future land uses in the surrounding area.

3. **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed amendments are the first step in the development of a master plan for the future residential development. Future reviews of development plans will ensure conformance to the Zoning Ordinance, Subdivision Ordinance, and City Code.

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

Finding: The proposed staging plan amendment will bring the site into the current MUSA and will be served by sanitary sewer services that will be extended from east side of I-35 along 215th Street as a public improvement project.

5. **Traffic generated by the proposed use is within capabilities of streets serving the property.**

Finding: The subject site is accessed by 210th Street in addition to an internal street network that will be developed as part of the master plan. A traffic study will be prepared to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use.

WHEREAS, the legal description of the property is attached in Exhibit A; and

WHEREAS, The Planning Commission conducted a public hearing on the application at its August 7, 2025 meeting, preceded by published and mailed notice, where the applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak, closed the public hearing, and voted to recommend the City Council approve the request.

NOW THEREFORE BE IT RESOLVED THAT the City Council approves the application of Tradition Development Corp to amend the 2040 Comprehensive Plan, subject to the approval of the Metropolitan Council.

ADOPTED by the Lakeville City Council this 18th day of **August 2025**.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST: _____
Ann Orlofsky, City Clerk

Exhibit A

Legal Description

Parcels included in the amendment application:

The NE 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County Minnesota

and

The W 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 34, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The E 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 35, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

And

The W 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 36, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The East 329.50 FT OF THE NE 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NE 1/4 OF THE NW 1/4 LYING W OF THE E 329.50 FT AND LYING EAST OF A LINE BEGINNING ON THE NORTH LINE, 657.67 FT EAST OF NW COR OF THE NE 1/4 OF THE NW 1/4, S PARRAEL TO W LINE OF NE 1/4 OF THE NW 1/4 TO THE S LINE OF NE 1/4 OF THE NW 1/4 AND THERE TERMINATING, Dakota County, Minnesota

and

THAT OF LOT 2, BLOCK 1, UCA DEVELOPMENT, LYING S OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

OUTLOT A, UCA DEVELOPMENT, Dakota County, Minnesota

and

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, BEGINNING ON THE S LINE 377.92 FT W OF THE SE COR OF THE SE 1/4 OF THE NE 1/4, THEN N 435.60 FT, THENCE W 603.07 FT TO THE E LINE OF THE W 329.02 FT THENCE S 435.60 FT, THENCE E ON THE S LINE OF THE SE 1/4 OF THE NE 1/4 603.07 FT TO THE POINT OF BEGINNING, Dakota County, Minnesota

and

W 329.02 FT OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, EXCEPT THAT PART TAKEN FOR R/W PURPOSES PER MNDOT MAP 18-72, Dakota County, Minnesota

and

E 215 FT OF THE N 405.21 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

W 660 FT OF THE E 875 FT OF THE N 660 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

N 1004.70 FT OF THE NW 1/4 OF THE SE 1/4 EXCEPT THE W 660 FT OF THE E 875 OF THE N 660 FT & EXCEPT E 215 FT OF THE N 405.21 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NW 1/4 OF THE SE 1/4 LYING S OF THE N 1004.7 FT & PART OF THE SW 1/4 OF THE SE 1/4 LYING N OF THE S 1090 FT & ALSO PART OF THE W 87.26 FT OF THE SE 1/4 LYING N OF THE S 1090 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE W 1/2 OF THE NW 1/4 LYING W OF INTERSTATE HIGHWAY 35 EXCEPT THE S 360.64 FT, SECTION 36, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

COMMENCING AT THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 35 TO THE SOUTH-WESTERLY CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, (BEING ALSO THE SOUTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35, AND THE SOUTHWESTERLY CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35) WHICH CORNERS ARE FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHWESTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, (BEING ALSO THE NORTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35) WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE CONTINUING WESTERLY AND ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE PLACE OF BEGINNING; THE FOREGOING COMPRISING THE ENTIRE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, ACCORDING TO THE JUDICIAL SURVEY THEREOF.

TORRENS PROPERTY

TORRENS CERTIFICATE NO. 115909

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

TRADITION DEVELOPMENT CORPORATION
2040 COMPREHENSIVE PLAN AMENDMENT
FINDINGS OF FACT AND DECISION

On August 7, 2024 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Tradition Development Corporation to consider an amendment to the 2040 Land Use Plan and Staging Plan of the 2040 Comprehensive Plan. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present, and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject properties proposed to be brought into the Current MUSA are staged as Expansion Area B and Urban Reserve.
2. The subject properties proposed for land use amendment are currently guided for Commercial and Rural Density Residential land uses in the 2040 Comprehensive Plan. Tradition Development has applied for an amendment to the 2040 Comprehensive Land Use Plan to change the guided land uses to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential.
2. The legal description of the property is attached as Exhibit A.
3. The proposed Comprehensive Plan amendment has been submitted to adjacent governmental jurisdictions and the affected school district. At this time, one comment was received from ISD 194.
4. The 2040 Comprehensive Plan provides that the Planning Commission shall consider possible effects of the proposed amendment with its judgment to be based upon, but not limited to, the following factors:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed staging change from Expansion Area B and Urban Reserve to current MUSA identified on Exhibit B and proposed Land Use map amendments from Commercial and Rural Density Residential as identified on Exhibit C of the July 31, 2025 planning report prepared by Tina Goodroad, Community Development Director and attached as Exhibits B and C to these Findings of Fact, is consistent with the Comprehensive Plan in accommodating growth while protecting the environment by

integrating new urban development within the City's natural resources in a compatible manner.

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

Finding: The proposed residential development will be compatible with the existing and future land uses in the surrounding area.

- c. **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed amendments are the first step in the development of a master plan for the future residential development. Future reviews of development plans will ensure conformance to the Zoning Ordinance, Subdivision Ordinance, and City Code.

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

Finding: The proposed staging plan amendment will bring the site into the current MUSA and will be served by sanitary sewer services that will be extended from east side of I-35 along 215th Street as a public improvement project.

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

Finding: The subject site is accessed by 210th Street in addition to an internal street network that will be developed as part of the master plan. A traffic study will be prepared to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use.

5. The planning report dated July 31, 2025, prepared by Tina Goodroad, Community Development Director, is incorporated herein.

DECISION

The City Council hereby approves the Comprehensive Plan amendment as shown in Exhibit B and C subject to the approval of the Metropolitan Council.

DATED: August 18, 2025

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

BY: _____

Ann Orlofsky, City Clerk

Exhibit A

Legal Description

Parcels included in the amendment application:

The NE 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County Minnesota

and

The W 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 34, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The E 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 35, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

And

The W 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 36, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The East 329.50 FT OF THE NE 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NE 1/4 OF THE NW 1/4 LYING W OF THE E 329.50 FT AND LYING EAST OF A LINE BEGINNING ON THE NORTH LINE, 657.67 FT EAST OF NW COR OF THE NE 1/4 OF THE NW 1/4, S PARRAEL TO W LINE OF NE 1/4 OF THE NW 1/4 TO THE S LINE OF NE 1/4 OF THE NW 1/4 AND THERE TERMINATING, Dakota County, Minnesota

and

THAT OF LOT 2, BLOCK 1, UCA DEVELOPMENT, LYING S OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

OUTLOT A, UCA DEVELOPMENT, Dakota County, Minnesota

and

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, BEGINNING ON THE S LINE 377.92 FT W OF THE SE COR OF THE SE 1/4 OF THE NE 1/4, THEN N 435.60 FT, THENCE W 603.07 FT TO THE E LINE OF THE W 329.02 FT THENCE S 435.60 FT, THENCE E ON THE S LINE OF THE SE 1/4 OF THE NE 1/4 603.07 FT TO THE POINT OF BEGINNING, Dakota County, Minnesota

and

W 329.02 FT OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, EXCEPT THAT PART TAKEN FOR R/W PURPOSES PER MNDOT MAP 18-72, Dakota County, Minnesota

and

E 215 FT OF THE N 405.21 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

W 660 FT OF THE E 875 FT OF THE N 660 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

N 1004.70 FT OF THE NW 1/4 OF THE SE 1/4 EXCEPT THE W 660 FT OF THE E 875 OF THE N 660 FT & EXCEPT E 215 FT OF THE N 405.21 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NW 1/4 OF THE SE 1/4 LYING S OF THE N 1004.7 FT & PART OF THE SW 1/4 OF THE SE 1/4 LYING N OF THE S 1090 FT & ALSO PART OF THE W 87.26 FT OF THE SE 1/4 LYING N OF THE S 1090 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE W 1/2 OF THE NW 1/4 LYING W OF INTERSTATE HIGHWAY 35 EXCEPT THE S 360.64 FT, SECTION 36, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

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TORRENS PROPERTY

TORRENS CERTIFICATE NO. 115909

Exhibit B

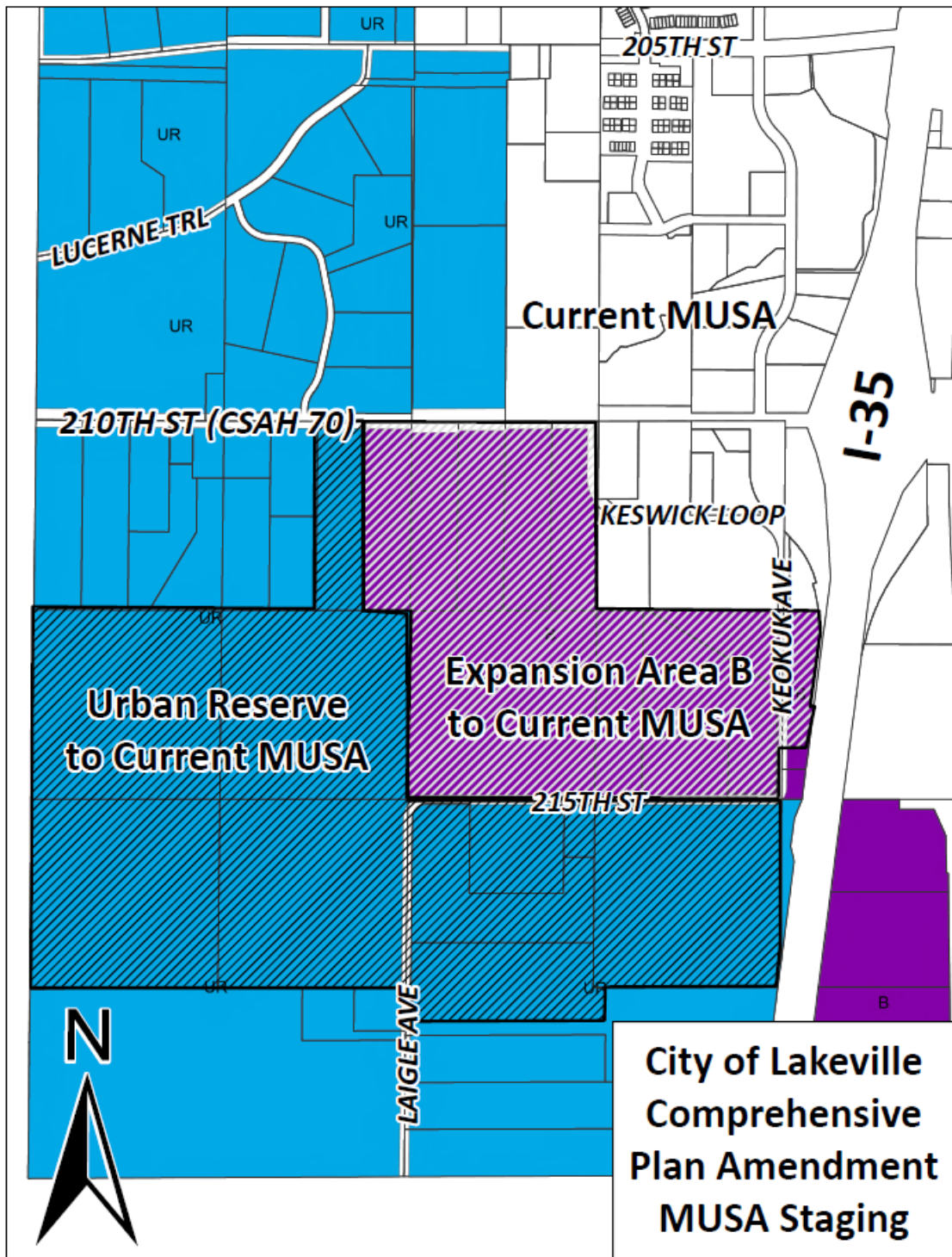
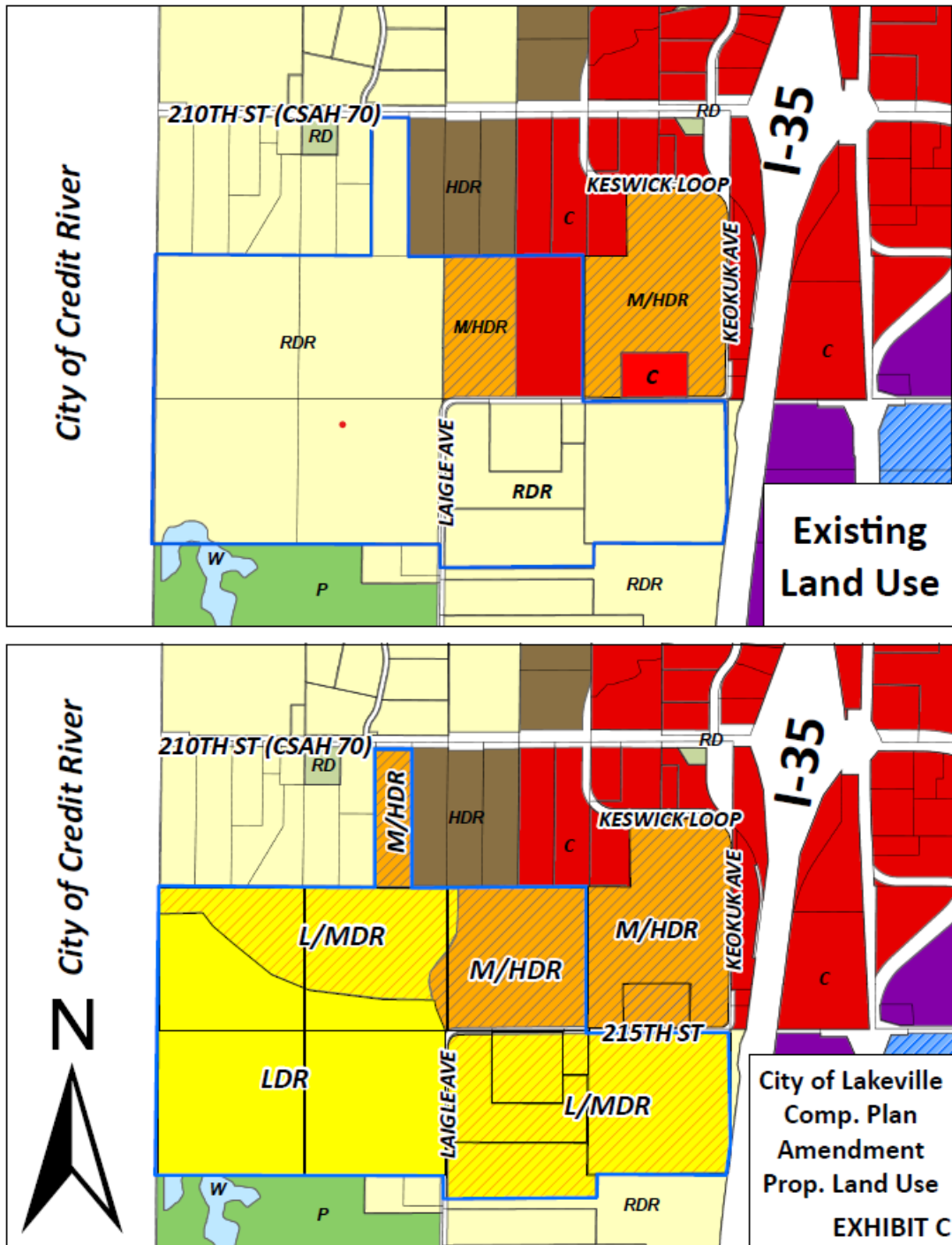


Exhibit C



ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE LAKEVILLE ZONING MAP RELATED TO
TRADITION DEVELOPMENT CORPORATION

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. The legal description of the property is attached as Exhibit A.

Section 2. The property as shown on Exhibit B is hereby rezoned from C-3, General Commercial District to RM-3, Medium Density Residential District; RA, Rural/Agriculture District to RS-4, Single Family Residential District; RA, Rural/Agriculture District to RST-2, Single and Two-Family Residential District and RA, Rural/Agriculture District to RM-3, Medium Density Residential.

Section 3. The Zoning Map of the City of Lakeville shall not be republished to show the aforesaid rezoning, but the City Clerk shall appropriately mark the Zoning Map on file in the City Clerk's office for the purpose of indicating the rezoning hereinabove provided for in this Ordinance, and all of the notations, references and other information shown thereon are hereby incorporated by reference and made part of this Ordinance.

Section 4. This Ordinance shall be effective upon its passage, publication, and the City Council approval of the final plat of the parcels indicated in Exhibit A.

ADOPTED by the Lakeville City Council this 18th day of **August, 2025**.

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

ATTEST: _____

Ann Orlofsky, City Clerk

EXHIBIT A

Parcels included in the rezoning application:

The NE 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County Minnesota

and

The W 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 34, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

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and

THAT OF LOT 2, BLOCK 1, UCA DEVELOPMENT, LYING S OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

OUTLOT A, UCA DEVELOPMENT, Dakota County, Minnesota

and

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and

NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, EXCEPT THAT PART TAKEN FOR R/W PURPOSES PER MNDOT MAP 18-72, Dakota County, Minnesota

and

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and

W 660 FT OF THE E 875 FT OF THE N 660 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

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and

PART OF THE NW 1/4 OF THE SE 1/4 LYING S OF THE N 1004.7 FT & PART OF THE SW 1/4 OF THE SE 1/4 LYING N OF THE S 1090 FT & ALSO PART OF THE W 87.26 FT OF THE SE 1/4 LYING N OF THE S 1090 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

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PART OF THE W 1/2 OF THE NW 1/4 LYING W OF INTERSTATE HIGHWAY 35 EXCEPT THE S 360.64 FT, SECTION 36, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

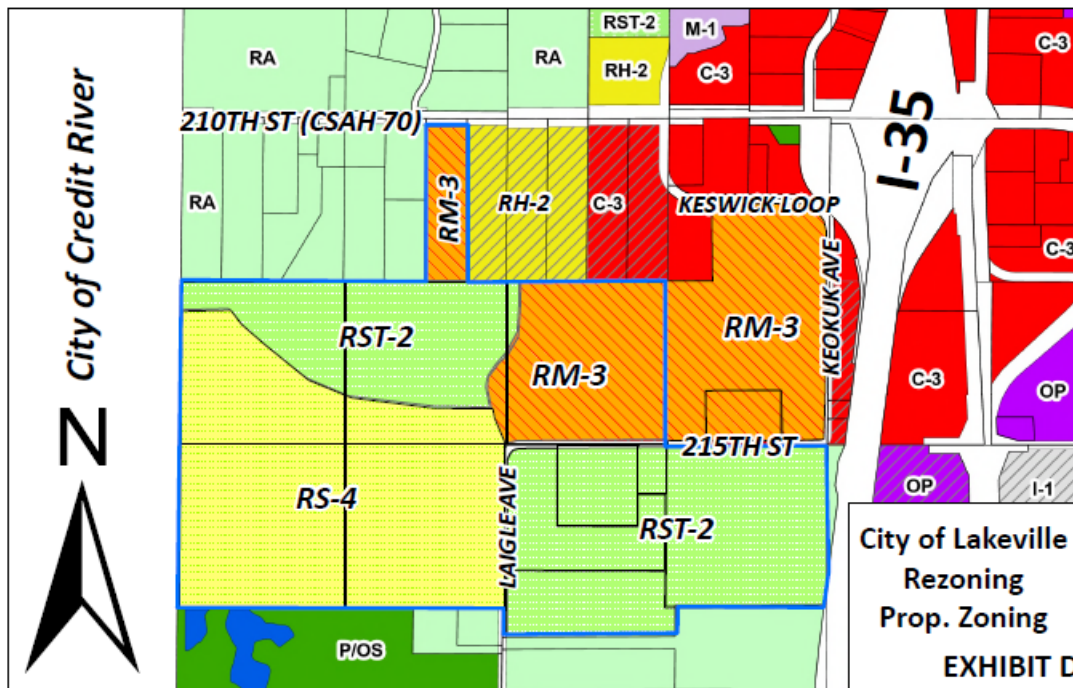
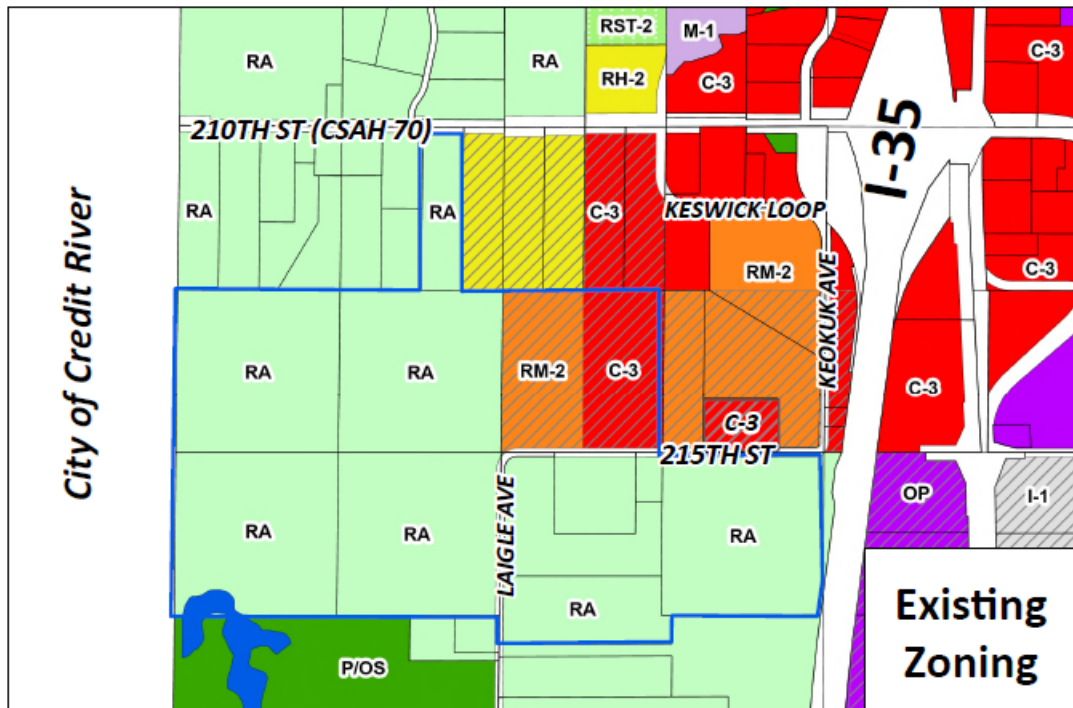
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TORRENS PROPERTY

TORRENS CERTIFICATE NO. 115909

EXHIBIT B



CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

TRADITION DEVELOPMENT CORPORATION
ZONING MAP AMENDMENT
FINDINGS OF FACT AND DECISION

On August 7, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Tradition Development Corporation for an amendment to the Zoning Map to rezone properties from C-3, General Commercial District to RM-3, Medium Density Residential District and from RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject properties are guided for Commercial and Rural Density Residential land uses by the 2040 Comprehensive Land Use Plan. Tradition Development has applied for an amendment to the 2040 Land Use Plan to change guided land use from Commercial to Medium/High Density and Rural Density Residential to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential.
2. Tradition Development Corporation has applied for an amendment to the Zoning Map to change the zoning of the properties from C-3, General Commercial District to RM-3, Medium Density Residential District and from RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District.
3. The legal description of the properties is attached in Exhibit A.
4. Section 11-3-3.E of the City of Lakeville Zoning Ordinance provides that the Planning Commission shall consider possible effects of the proposed amendment. Its judgment shall be based upon, but not limited to, the following factors:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed rezonings to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District as illustrated in Exhibit D of the July 31, 2025 planning prepared by Tina Goodroad, Community Development Director report and attached as Exhibit B to these Findings of Fact, is consistent with the goals and policies of the 2040 Comprehensive Plan in accommodating growth while protecting the environment by integrating new urban development within the City's natural resources in a compatible manner.

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

Finding: The subject site is located south of 210th Street and will be compatible with the existing and future land uses in the area.

- c. **The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed residential land uses will be required to comply with the requirements of the Zoning Ordinance, Subdivision Ordinance, and City Code and will be evaluated as part of necessary applications to develop the property, including availability of sanitary sewer.

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

Finding: Tradition Development has applied for a Comprehensive Plan MUSA Staging Amendment to bring the property into the current MUSA and will be served by an extension of sanitary sewer and water services.

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

Finding: The subject site is accessed by 210th Street in addition to internal street network that will be developed as part of the master plan. A traffic study will be prepared to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use

5. The planning report dated July 31, 2025 prepared by Tina Goodroad, Community Development Director, is incorporated herein.

DECISION

The City Council hereby approves the Zoning Map amendment as shown in Exhibit B, subject to Metropolitan Council approval of the Comprehensive Plan Amendment.

DATED: August 18, 2025

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

BY: _____

Ann Orlofsky, City Clerk

EXHIBIT A

Parcels included in the rezoning application:

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and

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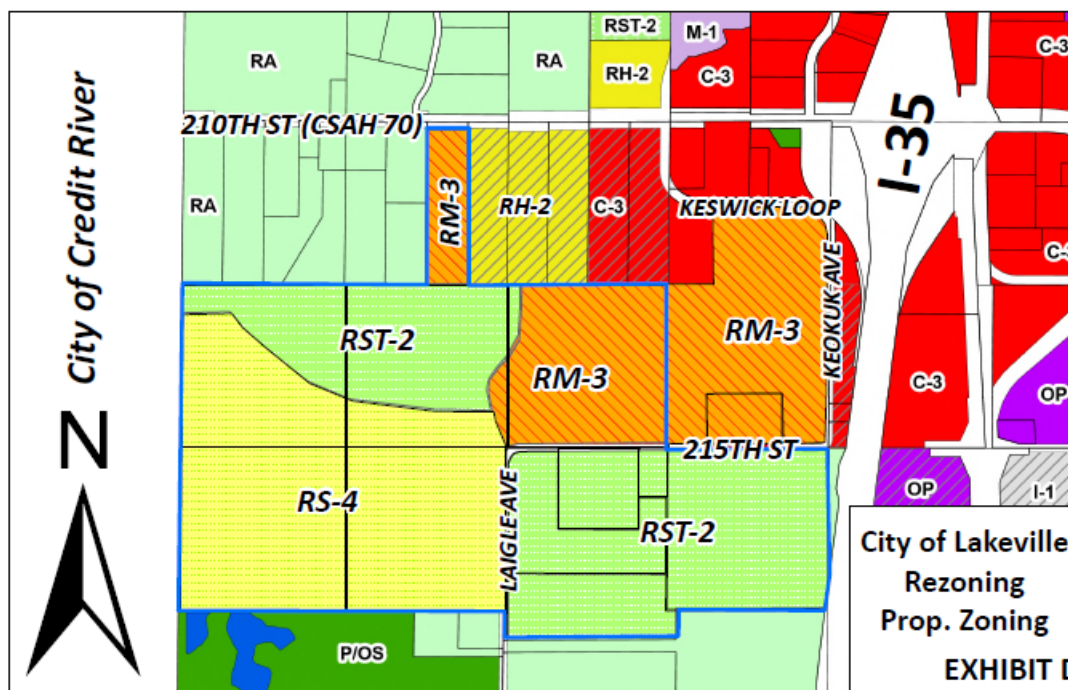
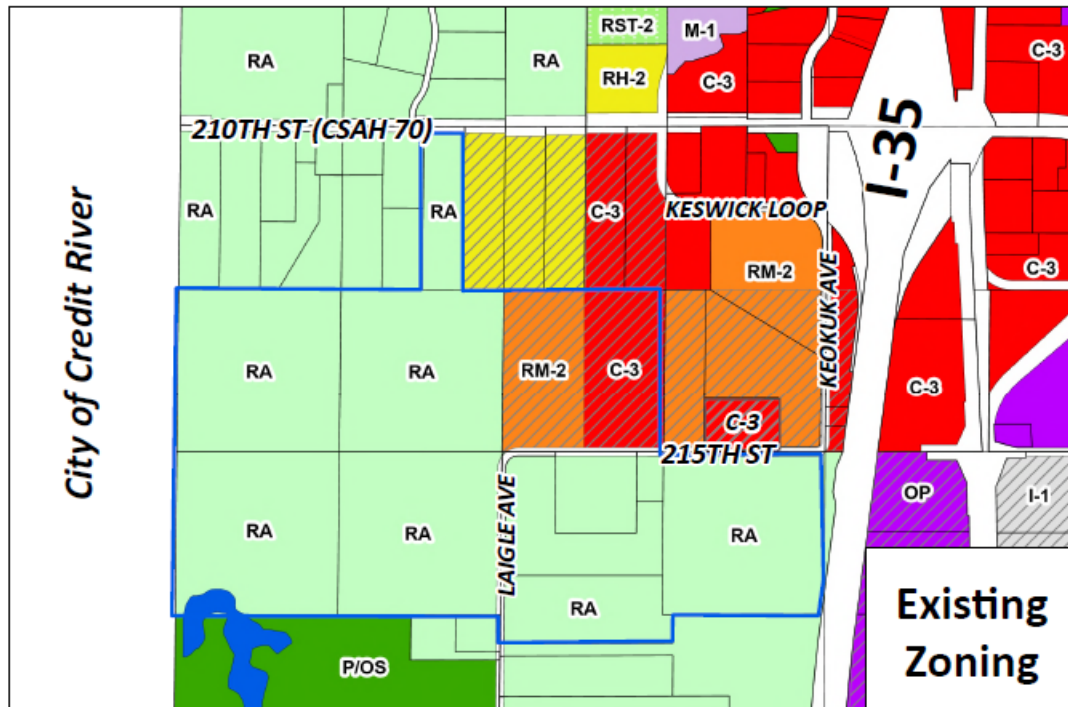
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TORRENS PROPERTY
TORRENS CERTIFICATE NO. 115909

EXHIBIT B



- Commissioners Kaluza and Einck expressed their support for the changes staff made to the ordinance.
- Commissioner Traffas inquired how the one acre was chosen for the minimum lot size for already developed properties. Mr. Jorgensen stated that the one-acre size would address some of the concerns regarding preservation of woodlands, and is of a size that more easily accommodates replanting of trees on site.

Motion was made by Einck, seconded by Swaney to recommend to City Council approval of the ordinance amendments to Title 10 (Subdivisions) and Title 11 (Zoning) of the City Code relating to tree preservation.

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

Nays: 0

6. ETS South Metro (application withdrawn)

7. Tradition Development

Chair Zimmer opened the public hearing to consider the application of Tradition Development for a Comprehensive Plan amendment to bring approximately 390 acres of land into the current Municipal Urban Service Area (MUSA), a Comprehensive Plan amendment to re-guide properties from Commercial to Medium/High Density and Rural Density to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential; and a Zoning Map amendment to rezone properties from C-3, General Commercial District to RM-3, Medium Density Residential District and RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District.

Todd Stutz of Tradition Development introduced the project. Mr. Stutz stated they currently own 200 acres of the overall 390 acres included in the application. Tradition Development is working in conjunction with the remaining property owners that have signed on to be a part of the project. Mr. Stutz provided an overview of the various steps and stated that this project is still within the early stages of a lengthy process.

Ms. Goodroad presented an overview of the applications. Tradition Development (Artemis Land Holdings, LLC) has applied for Comprehensive Plan MUSA staging and land use amendments and Zoning Map amendments as a first step towards a master plan for a new residential community in southwest Lakeville. Tradition Development has assembled five properties totaling 200.28 acres (property formerly owned by the Lenertz family) and is working on behalf of 16 other properties surrounding this area to be part of the amendment and potentially part of the new residential development totaling 390 gross acres. Tradition Development is committed to creating a new neighborhood parallel to Spirit of Brandtjen Farm with a variety of lot sizes, densities, quality

residential construction, open space and development amenities. A high-level concept plan for proposed land uses across the 21 properties has been prepared.

The Comprehensive Plan amendments include bringing approximately 390 gross acres of land into the current Municipal Urban Service Area (MUSA). Parcels are either staged Expansion Area B or Urban Reserve. The request also includes a Comprehensive Plan amendment to re-guide properties from Commercial to Medium/High Density and Rural Density to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential. There is also a Zoning Map amendment to rezone parcels to be consistent with the land use. The rezoning request is to change C-3, General Commercial District to RM-3, Medium Density Residential District and RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District.

The remaining six parcels located south of the amendment area are not proposed to be re-guided at this time but are likely to change as part of the 2050 Comprehensive Plan update. These parcels will more than likely be re-guided to Low Density Residential.

Ms. Goodroad stated that Community Development Department staff has determined that the requested land use plan amendment is consistent with the intent and goals of the 2040 Comprehensive Plan and recommends approval of both the Comprehensive Plan amendment and the Zoning Map amendment.

Chair Zimmer opened the hearing for public comment.

The following people spoke:

Beth Loudon, 12330 210th Street
Steve Hellevik, 12430 210th Street
Bob Erickson, 19081 Inndale Drive
Katie Gross, 22100 Penn Avenue
Michael Baumann, 17876 Fulda Trail, Lakeville Schools
Brian Loudon, 12310 210th Street
Larry Jones, 12450 210th Street
Mark Zweber, 12320 210th Street
Christine Thompson, 21840 Laigle Avenue, via email.

Concerns raised from the public comment include:

- *Opinion that the proposed changes are premature*
- *Traffic concerns on 210th Street (CSAH 70); current impacts for residents along 210th Street and the impact of a future access to the Artemis development*
- *Impacts to wetlands, drainage, trees, and wildlife habitat*
- *Extension of trunk sanitary sewer is not programmed in the 2025-2029 CIP.*
- *Subdivision in Scott County shows future street connection.*
- *Impacts to the City's hunting map*
- *Impacts to the school district; City and ISD 194 need to be more strategic.*

- *Question about future street locations and whether City will use eminent domain to obtain land if owners aren't willing to sell.*
- *Not enough detail in the current plan for the school district to determine future school needs.*
- *Suggestion that the development use 2.5 acres lots as is being done by Tradition in New Market Township*
- *Question as to whether existing wells will be permitted to remain and whether Laigle Avenue would be paved from the south side of the development to the city boundary.*

Motion was made by Swaney, seconded by Einck to close the public hearing at 7:25 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Ms. Goodroad stated that the AUAR uses development scenarios to assess the impact on infrastructure such as traffic and roads as well as environmental impacts to wetlands, water, trees, wildlife, etc. and include mitigation measures to address said impacts from development of the site. The Parks, Recreation, and Natural Resources Committee will be involved in the evaluation of the master plan. Mr. Stutz from Tradition met with the Superintendent staff of ISD 194, supplying information regarding the projected number of families based on proposed housing types. The road plan is a conceptual layout at this time and the city does not have any history of using eminent domain. Ms. Goodroad added that the AUAR process typically takes about nine months to complete.

Assistant City Engineer Jon Nelson noted that the proposed extension of sanitary sewer along 215th Street on the east side of I-35 has been included in the proposed 2026-2030 Capital Improvement Plan (CIP), which is being drafted but added that the plan has not yet been approved by the City Council. He confirmed that the project was not included in the approved 2025-2029 CIP.

Chair Zimmer asked for comments from the Planning Commission.

- Commissioners Traffas and Einck asked for clarification on the timing of the zoning amendments. Ms. Goodroad stated that moving forward with the comprehensive plan and zoning amendments now is so that the approved changes to the Comprehensive Plan and Zoning Map can be used as a scenario in the AUAR. As part of Met Council's review of comprehensive plan amendments, the city needs to demonstrate that the zoning of the parcels in questions will be consistent with the changes to the Comprehensive Plan.
- Commissioner Kaluza noted that these amendments are a first step in a long review process, of which there are many more steps before breaking ground on the site. He added that the City is approaching the end of the current comprehensive plan, of which there have been changes. He is supportive of the current proposal and comfortable moving forward with the next step.
- Commissioner Swaney asked about the jurisdiction notices and that the City hasn't yet heard back from everyone that was provided notice. Ms. Goodroad stated that jurisdictions have 60 days in which to provide a response but that typically responses are received with no comment.

Ms. Jenson added that the City Council must approve the proposed amendment, after which it is submitted to the Met Council for their review. Met Council will not deem the submittal complete until either the 60 days have passed since the notice was distributed, or a response has been received from each jurisdiction that was notified. Once that has occurred, then Met Council will begin their review of the proposed amendment.

Motion was made by Kaluza, seconded by Einck to recommend to City Council approval of the Tradition Development Comprehensive Plan amendments and the Zoning Map amendment and approval of the findings of fact dated August 7, 2025.

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

Nays: 0

8. Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC

Chair Zimmer opened the public hearing to consider the application of Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC for a Comprehensive Plan amendment to bring approximately 120 acres of land into the current Municipal Urban Service Area (MUSA), a Comprehensive Plan amendment to re-guide properties from Office Park to Warehouse/Light Industrial, and a Zoning Map amendment to rezone property from O-P, Office Park District to I-1, Light Industrial District.

Mike Brandt of Kimley Horn introduced the project.

Ms. Goodroad stated that Dakota Waste Solutions, LLC and OLAM Holdings 1, LLC have applied for Comprehensive Plan MUSA staging and land use amendments as well as a Zoning Map amendment as a first step in development of these industrial properties. Dakota Waste Solutions, LLC has submitted plans for development of property south of 215th Street, directly south of their current operating location, to relocate the recycling and food processing businesses. OLAM Holdings 1, LLC recently completed an AUAR which identified the need for staging, land use and zoning amendments to support development of their properties for industrial uses. Concept plans are underway for multiple industrial buildings. A residential property located between the two OLAM Holdings properties has also been included at the owner's request.

The Comprehensive Plan amendment includes amending the staging on three parcels from Expansion Area B to the current Municipal Urban Service Area (MUSA). The request also includes a Comprehensive Plan amendment to re-guide those properties guided Office Park to Warehouse/Light Industrial. Finally, the application includes a Zoning Map amendment to rezone parcels the same parcels from OP, Office Park District to I-1, Light Industrial District.

Ms. Goodroad stated that Community Development Department staff has determined that the requested land use plan amendment is consistent with the intent and goals of the 2040 Comprehensive Plan and recommends approval of both the Comprehensive Plan Amendment and the Zoning Map Amendment.



Memorandum

To: Planning Commission
From: Tina Goodroad, Community Development Director
Date: July 31, 2025
Subject: Packet Material for the August 7 Planning Commission Meeting
Agenda Item: Tradition Development Comprehensive Plan and Zoning Map Amendments

BACKGROUND

Tradition Development (Artemis Land Holdings, LLC) has applied for comprehensive plan MUSA staging and land use amendments and zoning map amendments as a first step in a master plan for a new residential community in southwest Lakeville. Tradition Development has assembled five properties totaling 200.28 acres (formerly Lenertz property) and is working on behalf of 16 other properties surrounding this area to be part of the amendment and potentially part of the new residential development totaling 390 gross acres (316 net acres). Tradition Development is committed to creating new neighborhood parallel to Spirit of Brandtjen Farm with a variety of lot sizes, densities, quality residential construction, open space and development amenities. A concept plan for proposed land uses across the 21 properties has been prepared.

The comprehensive plan amendments include bringing approximately 390 gross acres (316 net developable acres) of land into the current Municipal Urban Service Area (MUSA). Parcels are either staged Expansion Area B or Urban Reserve. The request also includes a Comprehensive Plan amendment to re-guide properties from Commercial to Medium/High Density, Rural Density to Low/Medium Density, Rural Density to Low Density and Rural Density to Medium/High Density. Finally, the amendment includes a zoning map amendment to rezone parcels to be consistent with the land use.

The remaining parcels located south of the amendment area (six parcels) will not be re-guided at this time but rather when the 2050 comprehensive update is completed. These parcels will more than likely be re-guided to Low Density Residential.

EXHIBITS

- A. Location Map
- B. Comprehensive Plan Staging Amendments
- C. Comprehensive Plan Land Use Amendments
- D. Zoning Map Amendments
- E. Overall Concept Plan

PLANNING ANALYSIS

The subject site involves 21 properties that are south of 210th Street, west of Keokuk Avenue, and east of the city boundary with Credit River.

Surrounding Properties

- North: Rural residential (RA, C/RAO, RH-2/RAO)
- South: Rural residential (RA) and Solberg Waterfowl Production Area (P/OS)
- East: Keokuk Avenue and I-35 (ROW)
- West: Large lot residential (Credit River)

Adjacent and Affected Jurisdiction Notification. As required in consideration of Comprehensive Plan Amendments, the proposed amendment has been submitted to 10 adjacent governmental jurisdictions, the affected school district (ISD 194), and the Metropolitan Council for review and comment. At the time of preparation of this report, more than half of the jurisdictions have responded. Staff received a comment from ISD 194, who indicated that they cannot support the change at this time due to limited information on how the change will affect facility needs and their need to formulate a growth timeline.

Comprehensive Plan Amendment. The comprehensive plan amendment is in two parts. The first request is to adjust the staging on the 21 properties from Expansion Area B (11 properties) and Urban Reserve (10 properties) to current MUSA, as illustrated in Exhibit B. Sewer will be extended from the east along 215th Street, which will also serve future industrial development east of I-35. The designation of Urban Reserve has always anticipated future urbanized development when sewer capacity is available. Through this extension (2026 project) sewer capacity will be made available to extend to these parcels.

The second part of the amendment is to re-guide parcels to land use designations based on the concept plan that will provide a range of densities and residential unit types. The re-guiding is illustrated on Exhibit C. Properties are proposed to be reguided as follows: from Commercial to Medium/High Density and Rural Density to Low Density, Low/Medium Density, and Medium/High Density.

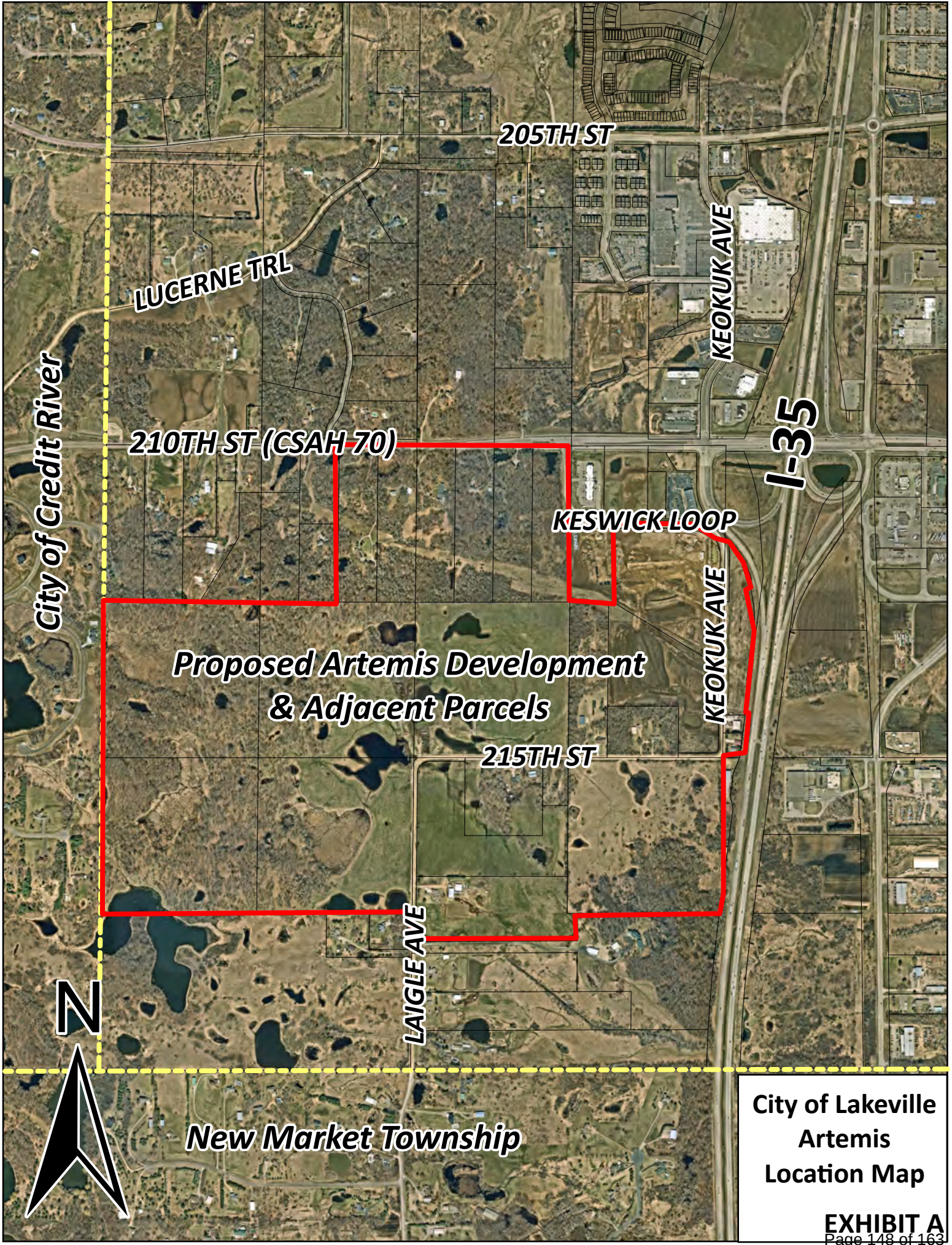
The concept plan and related proposed land use designations will result in the development having a minimum density of 3.5 units per acre, based on the combination of residential land uses across the entire 316 net acres.

Zoning Map Amendment. Consistent with the land use designations described above, the same properties are proposed for rezoning as illustrated in Exhibit D. Properties are proposed for rezoning as follows: from C-3, General Commercial District to RM-3, Medium Density Residential District, RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District.

RECOMMENDATION

Community Development Department staff has determined that the requested land use plan amendment is consistent with the intent and goals of the 2040 Comprehensive Plan and recommends approval of both the Comprehensive Plan Amendment and the Zoning Map Amendment.

Findings of fact for approval of the comprehensive plan amendment and zoning map amendment are included with the packet materials for your consideration.



City of Credit River

LUCERNE TRL

205TH ST

KEOKUK AVE

I-35

210TH ST (CSAH 70)

KESWICK LOOP

**Proposed Artemis Development
& Adjacent Parcels**

KEOKUK AVE

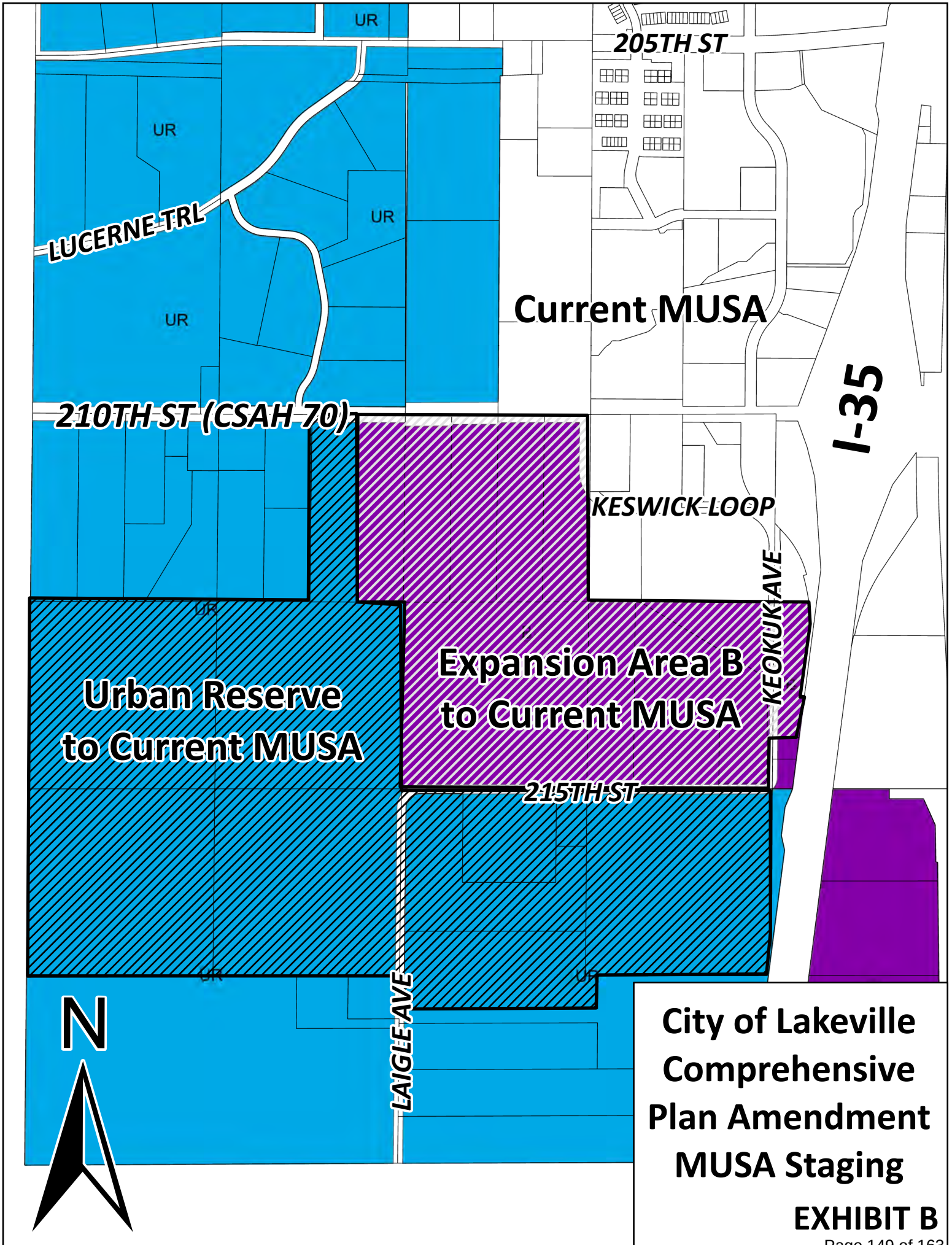
215TH ST

LAIGLE AVE



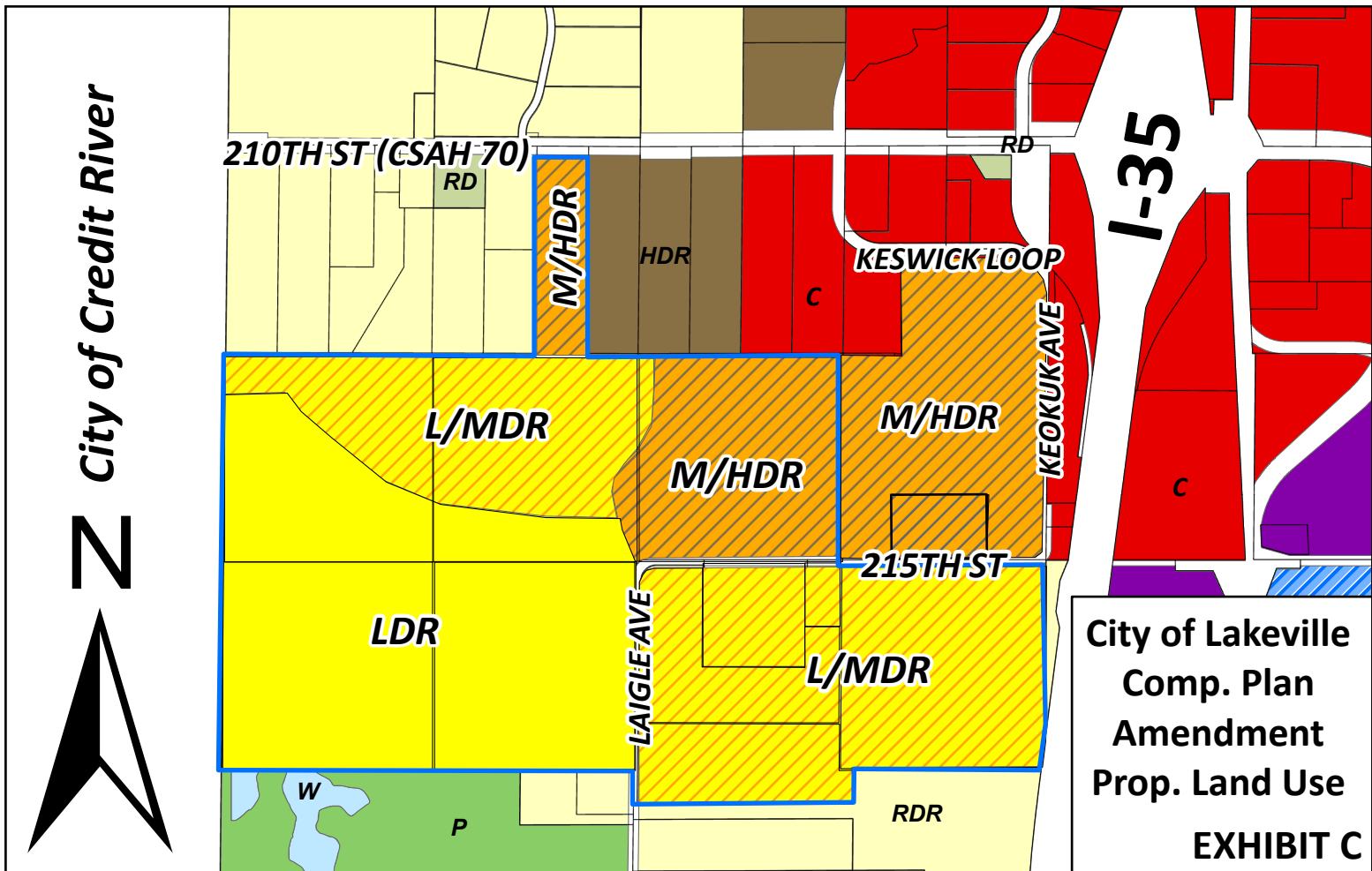
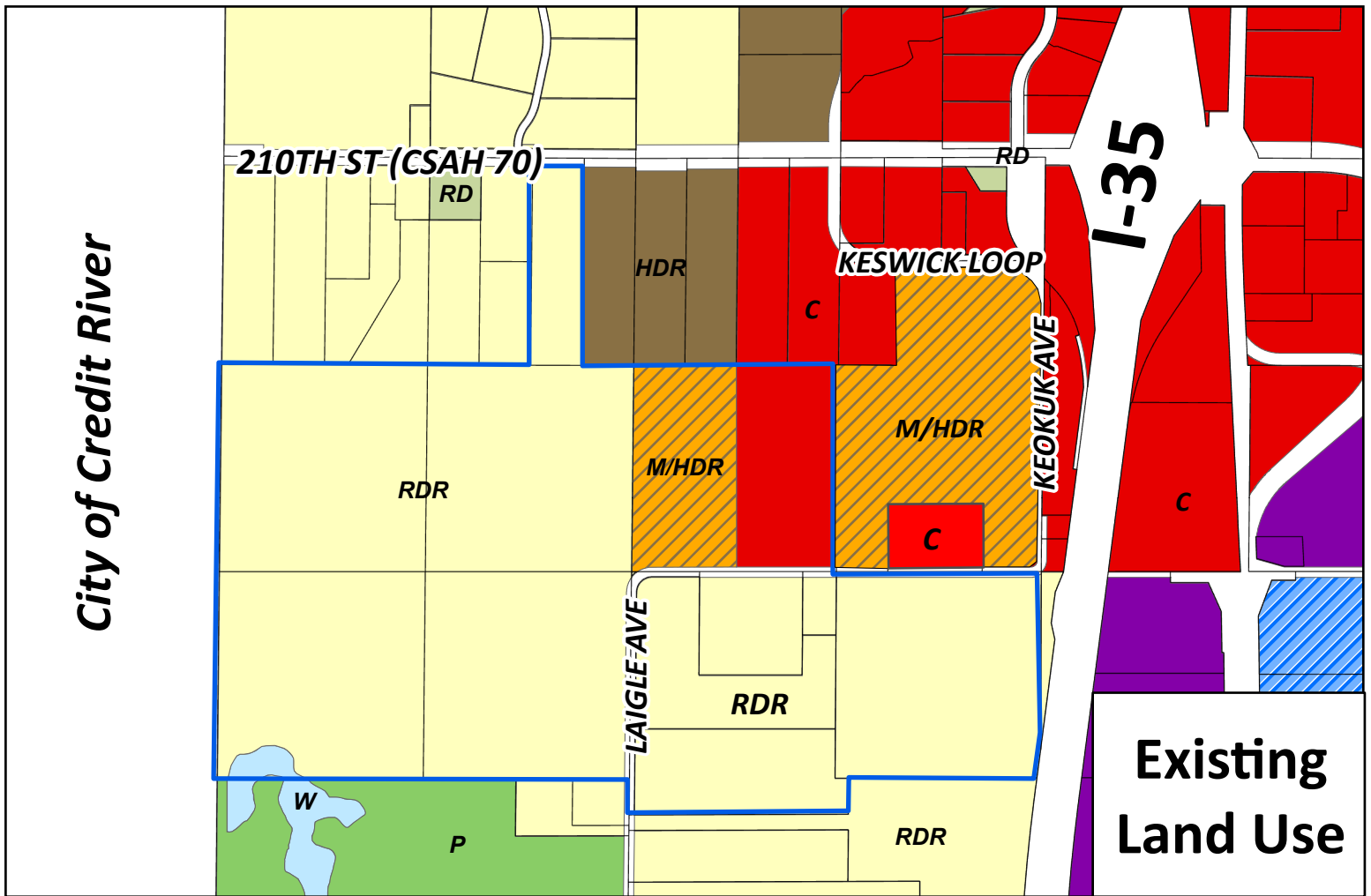
New Market Township

City of Lakeville
Artemis
Location Map

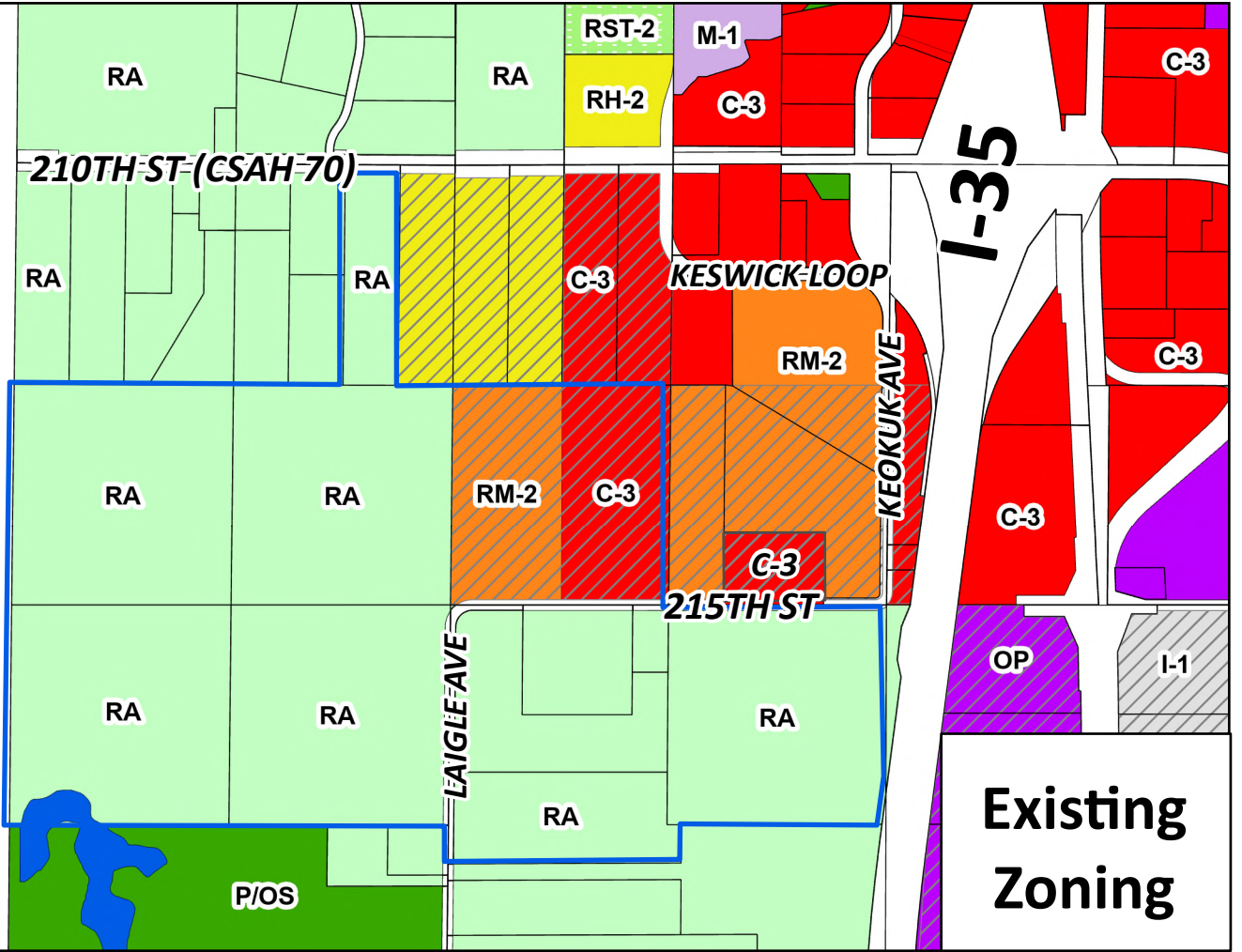


**City of Lakeville
Comprehensive
Plan Amendment
MUSA Staging**

EXHIBIT B

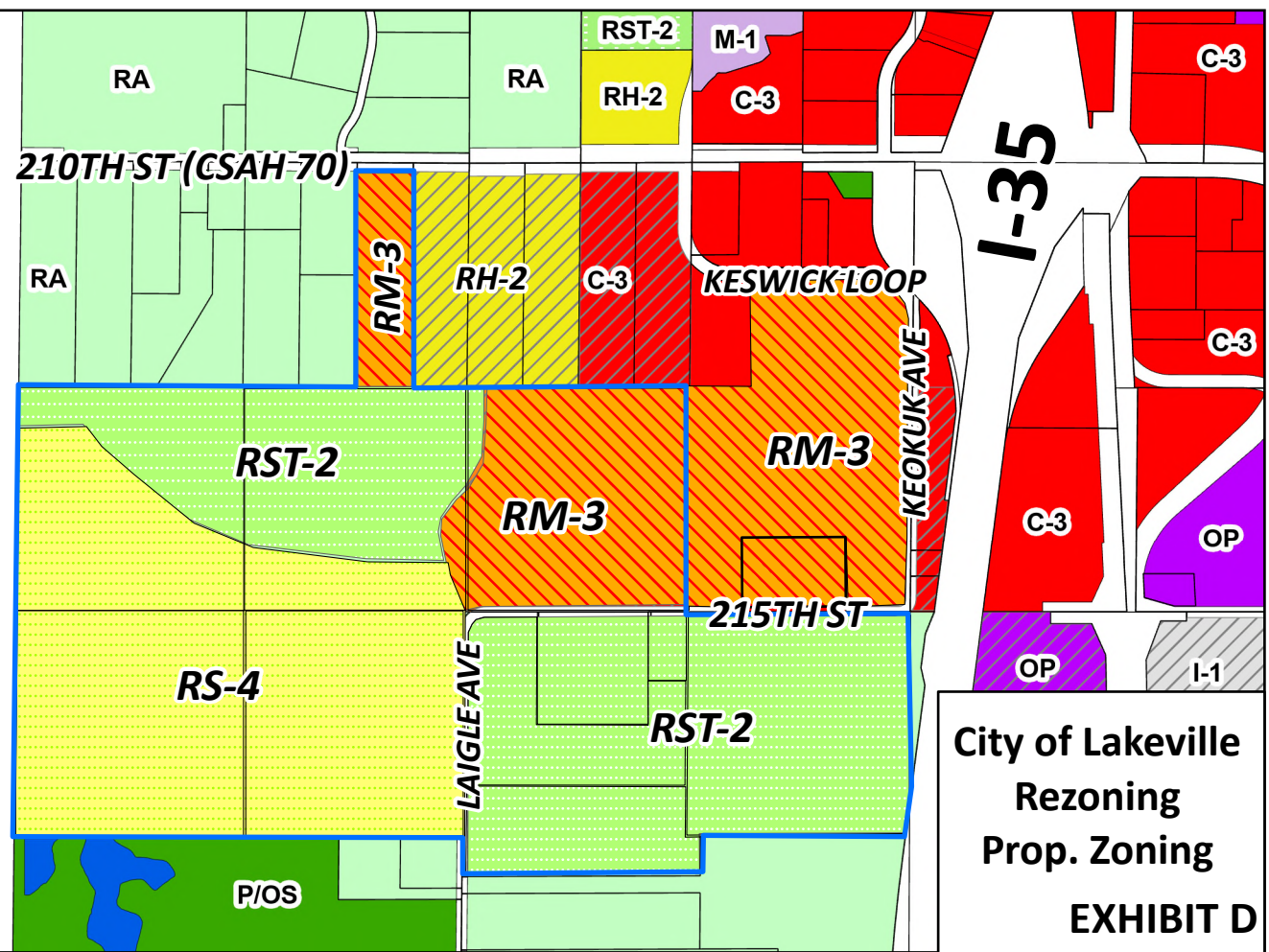
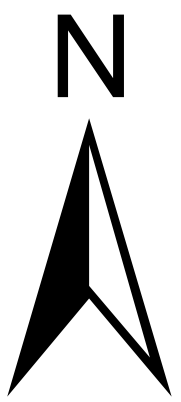


City of Credit River



Existing
Zoning

City of Credit River



City of Lakeville
Rezoning
Prop. Zoning
EXHIBIT D

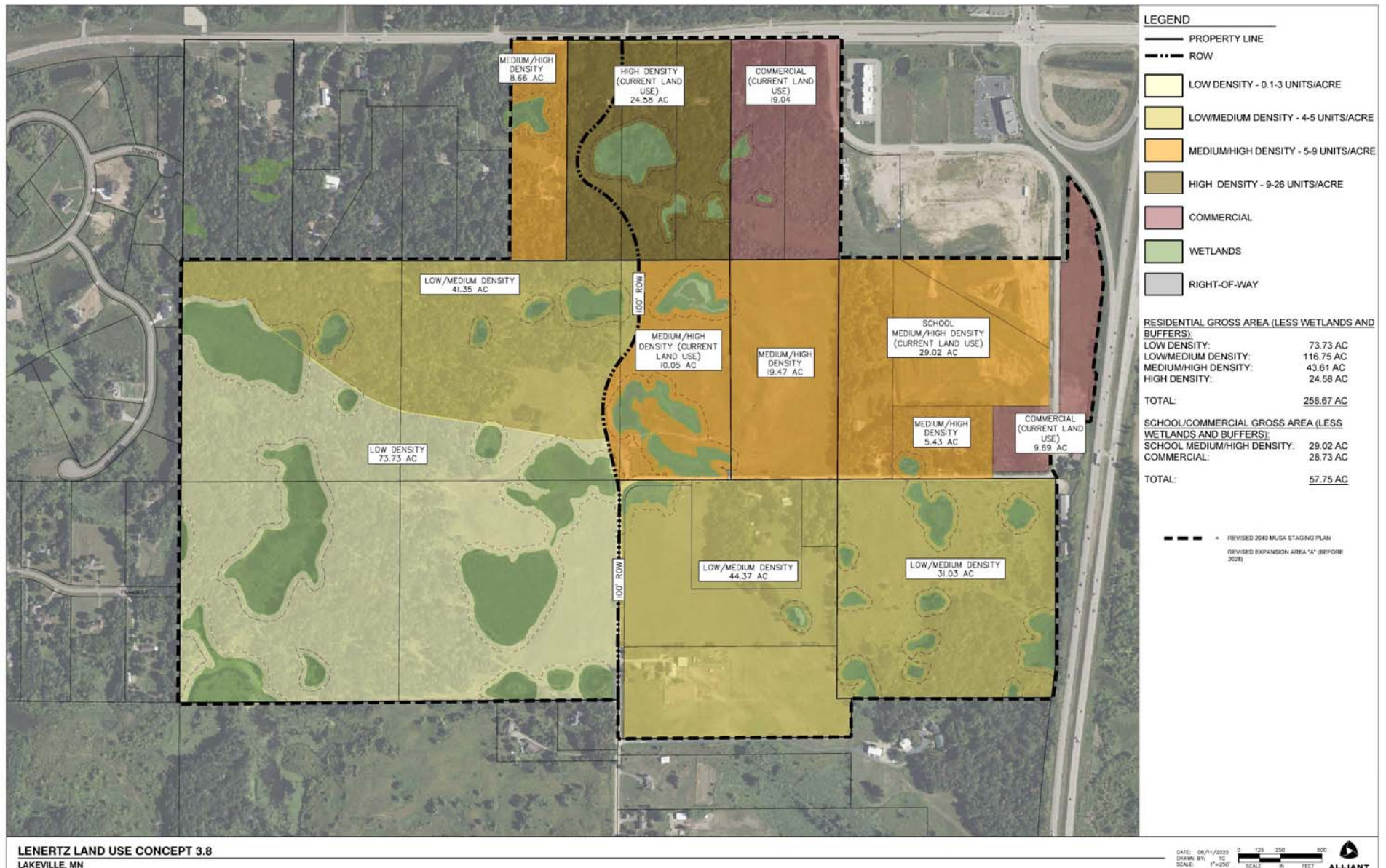


EXHIBIT E

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

TRADITON DEVELOPMENT CORPORATION
2040 COMPREHENSIVE PLAN AMENDMENT
FINDINGS OF FACT AND RECOMMENDATION

On August 7, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Tradition Development Corporation to consider amendments to the MUSA Staging Plan and Land Use Plan of the 2040 Comprehensive Plan. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak.

FINDINGS OF FACT

1. The subject properties proposed to be brought into the Current MUSA are staged as Expansion Area B or Urban Reserve.
2. The subject properties proposed for land use amendment are currently guided for Commercial, Rural Density Residential, and Medium/High Density Residential land uses in the 2040 Comprehensive Plan. Tradition Development has applied for an amendment to the 2040 Comprehensive Land Use Plan to change the guided land uses to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential.
3. The legal description of the properties is attached as Exhibit A.
4. The proposed Comprehensive Plan amendment has been submitted to adjacent governmental jurisdictions and the affected school district. No comments were received at the time of publication of the July 31, 2025 planning report.
5. The 2040 Comprehensive Plan provides that the Planning Commission shall consider possible effects of the proposed amendment with its judgment to be based upon, but not limited to, the following factors:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed staging change from Expansion Area B and Urban Reserve to current MUSA identified on Exhibit B and proposed Land Use map amendments from Commercial, Rural Density Residential, and Medium/High Density Residential as identified on Exhibit C of the July 31, 2025 planning report prepared by Tina Goodroad, Community Development Director and attached as Exhibits B and C to these Findings of Fact, is consistent with the Comprehensive Plan in accommodating growth while protecting the environment by

integrating new urban development within the City's natural resources in a compatible manner.

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

Finding: The proposed residential development will be compatible with the existing and future land uses in the surrounding area.

- c. The proposed use conforms to all performance standards contained in the Zoning Ordinance and the City Code.**

Finding: The proposed amendments are the first step in the development of a master plan for the future residential development. Future reviews of development plans will ensure conformance to the Zoning Ordinance, Subdivision Ordinance, and City Code.

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

Finding: The proposed staging plan amendment will bring the site into the current MUSA and will be served by sanitary sewer services from east of I-35.

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

Finding: The subject site is accessed by 210th Street in addition to an internal street network that will be developed as part of the master plan. A traffic study will be prepared to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use.

- 6. The planning report dated July 31, 2025, prepared by Tina Goodroad, Community Development Director is incorporated herein.**

RECOMMENDATION

The Planning Commission recommends that the City Council approve the Comprehensive Plan amendment as shown in Exhibits B and C, subject to the approval of the Metropolitan Council.

DATED: August 7, 2025

LAKEVILLE PLANNING COMMISSION

BY: _____

Christine Zimmer, Chair

Exhibit A- Legal Description

Parcels included in the amendment application:

The NE 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County Minnesota

and

The W 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 34, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The E 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 35, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

And

The W 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 36, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The East 329.50 FT OF THE NE 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NE 1/4 OF THE NW 1/4 LYING W OF THE E 329.50 FT AND LYING EAST OF A LINE BEGINNING ON THE NORTH LINE, 657.67 FT EAST OF NW COR OF THE NE 1/4 OF THE NW 1/4, S PARRAEL TO W LINE OF NE 1/4 OF THE NW 1/4 TO THE S LINE OF NE 1/4 OF THE NW 1/4 AND THERE TERMINATING, Dakota County, Minnesota

and

THAT OF LOT 2, BLOCK 1, UCA DEVELOPMENT, LYING S OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

OUTLOT A, UCA DEVELOPMENT, Dakota County, Minnesota

and

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, BEGINNING ON THE S LINE 377.92 FT W OF THE SE COR OF THE SE 1/4 OF THE NE 1/4, THEN N 435.60 FT, THENCE W 603.07 FT TO THE E LINE OF THE W 329.02 FT THENCE S 435.60 FT, THENCE E ON THE S LINE OF THE SE 1/4 OF THE NE 1/4 603.07 FT TO THE POINT OF BEGINNING, Dakota County, Minnesota

and

W 329.02 FT OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, EXCEPT THAT PART TAKEN FOR R/W PURPOSES PER MNDOT MAP 18-72, Dakota County, Minnesota

and

E 215 FT OF THE N 405.21 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

W 660 FT OF THE E 875 FT OF THE N 660 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

N 1004.70 FT OF THE NW 1/4 OF THE SE 1/4 EXCEPT THE W 660 FT OF THE E 875 OF THE N 660 FT & EXCEPT E 215 FT OF THE N 405.21 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NW 1/4 OF THE SE 1/4 LYING S OF THE N 1004.7 FT & PART OF THE SW 1/4 OF THE SE 1/4 LYING N OF THE S 1090 FT & ALSO PART OF THE W 87.26 FT OF THE SE 1/4 LYING N OF THE S 1090 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE W 1/2 OF THE NW 1/4 LYING W OF INTERSTATE HIGHWAY 35 EXCEPT THE S 360.64 FT, SECTION 36, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

COMMENCING AT THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 35 TO THE SOUTH-WESTERLY CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, (BEING ALSO THE SOUTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35, AND THE SOUTHWESTERLY CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35) WHICH CORNERS ARE FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHWESTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, (BEING ALSO THE NORTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35) WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE CONTINUING WESTERLY AND ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE PLACE OF BEGINNING; THE FOREGOING COMPRISING THE ENTIRE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, ACCORDING TO THE JUDICIAL SURVEY THEREOF.

TORRENS PROPERTY

TORRENS CERTIFICATE NO. 115909

Exhibit B

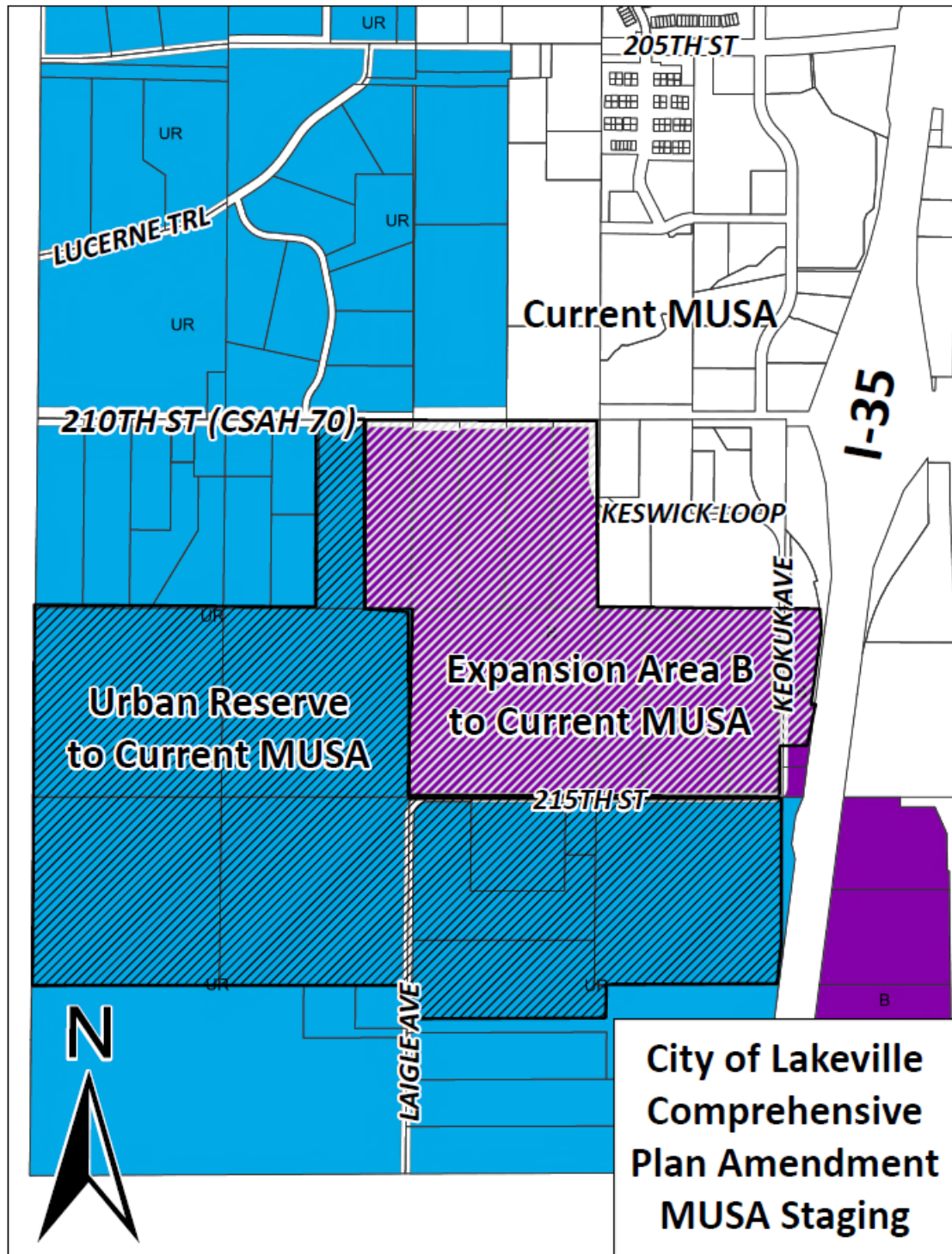
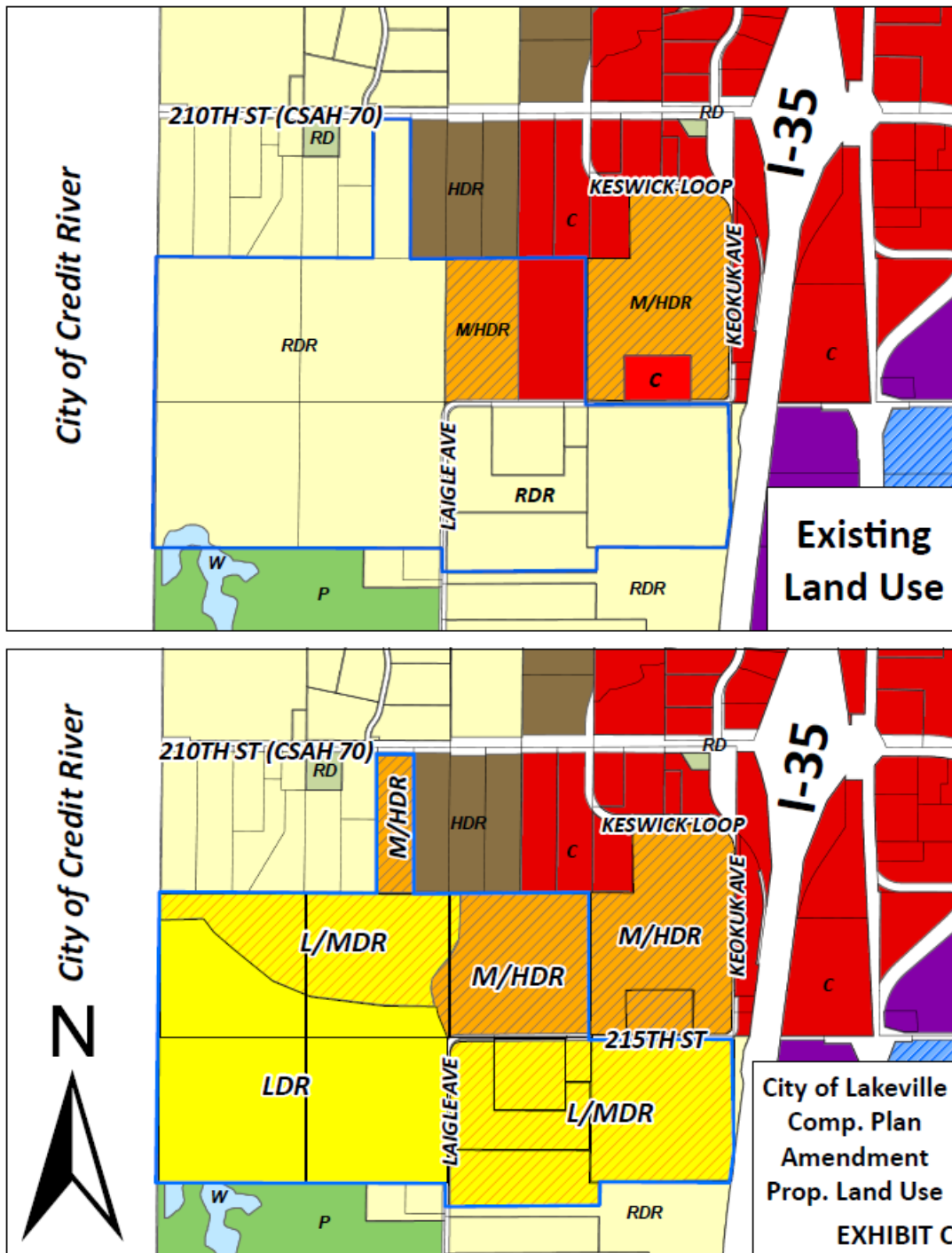


Exhibit C



CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

TRADITION DEVELOPMENT CORPORATION
ZONING MAP AMENDMENT
FINDINGS OF FACT AND RECOMMENDATION

On August 7, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Tradition Development Corporation for an amendment to the Zoning Map to rezone properties from C-3, General Commercial District to RM-3, Medium Density Residential District and RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District. The Planning Commission conducted a public hearing on the application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak.

FINDINGS OF FACT

1. The subject properties are guided for Commercial and Rural Density Residential land uses by the 2040 Comprehensive Land Use Plan. Tradition Development has applied for an amendment to the 2040 Land Use Plan to change guided land use from Commercial to Medium/High Density and Rural Density Residential to Low Density Residential, Low/Medium Density Residential, and Medium/High Density Residential.
2. Tradition Development Corporation has applied for an amendment to the Zoning Map to change the zoning of the properties from C-3, General Commercial District to RM-3, Medium Density Residential District and RA, Rural/Agriculture District to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District
3. The legal description of the properties is attached in Exhibit A.
4. Section 11-3-3.E of the City of Lakeville Zoning Ordinance provides that the Planning Commission shall consider possible effects of the proposed amendment. Its judgment shall be based upon, but not limited to, the following factors:
 - a. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.**

Finding: The proposed rezonings to RS-4, Single Family Residential District, RST-2, Single and Two-Family Residential District, and RM-3, Medium Density Residential District as illustrated in Exhibit D of the July 31, 2025 planning prepared by Tina Goodroad, Community Development Director report and attached as Exhibit B to these Findings of

Fact, is consistent with the goals and policies of the 2040 Comprehensive Plan in accommodating growth while protecting the environment by integrating new urban development within the City's natural resources in a compatible manner.

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

Finding: The subject site is located south of 210th Street and will be compatible with the existing and future land uses in the area.

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

Finding: The proposed residential land uses will be required to comply with the requirements of the Zoning Ordinance, Subdivision Ordinance, and City Code and will be evaluated as part of necessary applications to develop the property, including availability of sanitary sewer.

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

Finding: Tradition Development has applied for a Comprehensive Plan MUSA Staging Amendment to bring the property into the current MUSA and will be served by an extension of sanitary sewer and water services.

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

Finding: The subject site is accessed by 210th Street in addition to internal street network that will be developed as part of the master plan. A traffic study will be prepared to guide the development of the street network to ensure the development will have adequate capacity to accommodate the traffic generated by the proposed use

5. The planning report dated July 31, 2025 prepared by Tina Goodroad, Community Development Director is incorporated herein.

RECOMMENDATION

The Planning Commission recommends that the City Council approve the Zoning Map amendment as shown in Exhibit B, subject to Metropolitan Council approval of the Comprehensive Plan Amendment.

DATED: August 7, 2025

LAKEVILLE PLANNING COMMISSION

BY: _____

Christine Zimmer, Chair

Exhibit A

Parcels included in the rezoning application:

The NE 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County Minnesota

and

The W 1/2 OF E 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 34, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The E 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 35, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

And

The W 1/2 OF W 1/2 OF THE NW 1/4 OF THE NE 1/4, SUBJECT TO PARCEL 36, DAKOTA COUNTY R/W MAP 300, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

The East 329.50 FT OF THE NE 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE NE 1/4 OF THE NW 1/4 LYING W OF THE E 329.50 FT AND LYING EAST OF A LINE BEGINNING ON THE NORTH LINE, 657.67 FT EAST OF NW COR OF THE NE 1/4 OF THE NW 1/4, S PARRAEL TO W LINE OF NE 1/4 OF THE NW 1/4 TO THE S LINE OF NE 1/4 OF THE NW 1/4 AND THERE TERMINATING, Dakota County, Minnesota

and

THAT OF LOT 2, BLOCK 1, UCA DEVELOPMENT, LYING S OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

OUTLOT A, UCA DEVELOPMENT, Dakota County, Minnesota

and

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, BEGINNING ON THE S LINE 377.92 FT W OF THE SE COR OF THE SE 1/4 OF THE NE 1/4, THEN N 435.60 FT, THENCE W 603.07 FT TO THE E LINE OF THE W 329.02 FT THENCE S 435.60 FT, THENCE E ON THE S LINE OF THE SE 1/4 OF THE NE 1/4 603.07 FT TO THE POINT OF BEGINNING, Dakota County, Minnesota

and

W 329.02 FT OF THE SE 1/4 OF THE NE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 114, RANGE 21, EXCEPT THAT PART TAKEN FOR R/W PURPOSES PER MNDOT MAP 18-72, Dakota County, Minnesota

and

E 215 FT OF THE N 405.21 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

W 660 FT OF THE E 875 FT OF THE N 660 FT OF THE NW 1/4 OF THE SE 1/4, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

N 1004.70 FT OF THE NW 1/4 OF THE SE 1/4 EXCEPT THE W 660 FT OF THE E 875 OF THE N 660 FT & EXCEPT E 215 FT OF THE N 405.21 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota and

PART OF THE NW 1/4 OF THE SE 1/4 LYING S OF THE N 1004.7 FT & PART OF THE SW 1/4 OF THE SE 1/4 LYING N OF THE S 1090 FT & ALSO PART OF THE W 87.26 FT OF THE SE 1/4 LYING N OF THE S 1090 FT, SECTION 35, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

PART OF THE W 1/2 OF THE NW 1/4 LYING W OF INTERSTATE HIGHWAY 35 EXCEPT THE S 360.64 FT, SECTION 36, TOWNSHIP 114, RANGE 21, Dakota County, Minnesota

and

COMMENCING AT THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 35 TO THE SOUTH-WESTERLY CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, (BEING ALSO THE SOUTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35, AND THE SOUTHWESTERLY CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35) WHICH CORNERS ARE FIXED BY A JUDICIAL LANDMARK; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE SOUTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NORTHWESTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, (BEING ALSO THE NORTHEASTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35) WHICH CORNER IS FIXED BY A JUDICIAL LANDMARK; THENCE CONTINUING WESTERLY AND ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE PLACE OF BEGINNING; THE FOREGOING COMPRISING THE ENTIRE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 114, RANGE 21, DAKOTA COUNTY, MINNESOTA, ACCORDING TO THE JUDICIAL SURVEY THEREOF.

TORRENS PROPERTY

TORRENS CERTIFICATE NO. 115909

Exhibit B

