



AGENDA CITY COUNCIL MEETING

September 15, 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. Proclamation for Manufacturing Month
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 09/02/2025 City Council Meeting
 - c. Kenyon Green Final Plat
 - d. Resolution accepting a donation from Lakeville Public Safety Foundation
 - e. Supplemental Agreement with WSB for Professional Services for Citywide Trail Gaps Improvement Project (Phase II)
 - f. Temporary on-sale liquor license to Pawsitive Perspectives Assistance Dogs (PawPADs)
7. Action Items
8. Unfinished Business
9. New Business
10. Announcements

City Council Meeting Agenda
September 15, 2025

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- a. Next City Council Work Session September 22, 2025
 - b. Next City Council Meeting October 6, 2025
11. Adjourn to a closed session
- a. The City Council will meet in a closed session to discuss legal strategy related to the Minnesota Center for Environmental Advocacy vs. City of Lakeville and Olam Holdings 1, LLC Lawsuit, pursuant to Minn. Stat. 13D.05 Subd.3(b).



Date: 9/15/2025

Check Register Summary

Proposed Action

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

Overview

Checks	327199- 327304	\$2,527,677.77
ACH/EFT	22384- 22709	\$4,539,844.81
Total		\$7,067,522.58

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. 09.09.25 CKSUM-ACH-EFT
2. 09.09.25 CKSUM-Checks
3. Check Register 09.09.25 for September 15, 2025 Council Mtg - ACH-EFT
4. Check Register 09.09.25 for September 15, 2025 Council Mtg - Checks

Financial Impact: \$7,067,522.58 Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Cheri Donovan, Assistant Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	328,657.53
2000 COMMUNICATIONS FUND	87.00
4000 BUILDING FUND	32,582.24
4125 TECHNOLOGY FUND	1,876.62
4161 ARENAS CAPITAL IMPROVEMENTS	42,659.40
4200 PARK DEDICATION FUND	227,882.67
4401 TRAIL IMPROVEMENT FUND	5,729.50
4500 PARK IMPROVEMENT FUND	498.89
4700 2022C PARK BONDS	5,860.44
4720 2024A PARK BONDS	758,486.91
5200 STATE AID CONSTRUCTION FUND	944,502.78
5300 PAVEMENT MANAGEMENT FUND	6,020.00
5400 STORMWATER INFRASTRUCTURE FND	21,159.90
5500 WATER TRUNK FUND	2,946.25
5600 SANITARY SEWER TRUNK FUND	0.00
6597 2025 STREET PROJECTS	635,527.24
7450 ENVIRONMENTAL RESOURCES FUND	7,632.10
7600 WATER FUND	42,459.09
7700 SEWER FUND	8,148.96
7800 LIQUOR FUND	588,951.19
8000 ESCROW FUND	19,371.52
8910 ESCROW - DCA/SECTION 125	1,722.89
8970 LAKEVILLE ARENAS - OPERATIONS	11.00
9800 PAYROLL CLEARING FUND	857,070.69
Report Total:	4,539,844.81

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	208,321.38
2000 COMMUNICATIONS FUND	14,229.91
3125 2025A FIRST CENTER	1,094.00
4000 BUILDING FUND	978,337.57
4100 EQUIPMENT FUND	89,935.00
4700 2022C PARK BONDS	6,810.00
4720 2024A PARK BONDS	81,758.74
5200 STATE AID CONSTRUCTION FUND	100,989.13
5300 PAVEMENT MANAGEMENT FUND	1,926.00
6586 22-03 210TH ST LKVL BLVD RECON	524,000.00
7450 ENVIRONMENTAL RESOURCES FUND	132.89
7575 STREET LIGHTING FUND	15,618.13
7600 WATER FUND	55,572.01
7700 SEWER FUND	5,149.08
7800 LIQUOR FUND	283,541.59
7900 MUNICIPAL RESERVES FUND	4,750.49
8000 ESCROW FUND	154,750.00
9800 PAYROLL CLEARING FUND	761.85
Report Total:	2,527,677.77



MINUTES CITY COUNCIL MEETING

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

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

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

2. Roll Call

Members Present: Mayor Hellier, Council Members Bermel, Lee, Wolter
Council Member Volk participated via Teams Meeting.

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

5. Presentations/Introductions

a. Introduction of New Police Officers

Chief Brad Paulson introduced the New Police Officers.
Mayor Hellier conducted the Oath of our new Police Officers.

b. Parks & Recreation Quarterly Report

Park and Recreation Director Joe Masiarchin provided the quarterly update.

6. Consent Agenda

Motion was made by Lee, seconded by Bermel, to approve the following:
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Wolter, Volk (via teams)

- a. Check Register Summary
- b. Minutes of the 08/18/2025 City Council Meeting
- c. Minutes of the 08/25/2025 Work Session
- d. Contract for Lift Station 3 Rehabilitation
- e. Approve the Convention & Visitors Bureau 2026 Budget
- f. Proposal for Professional Services with SRF Consulting for King Park Field #6 Improvements

- g. Proposal for Professional Design Services with ISG for the Development of East Community Park Phase II
- h. Facility Use Agreement Between the Lakeville Area Historical Society (LAHS) and City of Lakeville
- i. Resolution Supporting Dakota County's Application for Funding Through the Minnesota Highway Freight Program for the Interstate 35 Transportation Safety and Community Access Improvements at Dakota County State Aid Highway 5/50
- j. Resolution Accepting Donations to the Lakeville Parks & Recreation Department in the 3rd Quarter of 2025
- k. Amendment to Title 7, Chapter 8 of the Lakeville City Code Concerning the Operation of Electric-Assisted Bicycles on City Trails and Paved Pathways within the City of Lakeville
- l. Authorization to Enter into Secondary Manufacturers Opioid Settlement

7. Action Items

a. Approve Preliminary 2026 Property Tax Levy and Budget

Finance Director Julie Stahl presented the Preliminary 2026 Property Tax Levy of \$52,286,475 and the Preliminary Budget of \$175,000 of General Fund reserves.

The overall change in General Fund expenditures is a 6.7% increase from 2025. The proposed 2026 levy shown is a \$3.4 million (7%) increase over the 2025 levy. The Park Referendum, approved by voters in November 2021, accounts for 1.13% of the 7.03% increase. Staff will continue to review expenditure budgets and other funding sources to reduce the tax levy before the budget is adopted on December 1, 2025.

City Council gave gratitude to all departments that worked hard to keep the budget reasonable.

Motion was made by Bermel, seconded by Wolter, to approve resolutions establishing the Preliminary 2026 Property Tax Levy and Preliminary 2026 Budget and set the Budget Public Hearing to be held on Monday, December 1, 2025, at 6:00 pm in the Council Chambers.

Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk (via Teams Meeting), Wolter

b. Public Hearing -Ordinance Annexing Land Owned by Compass Rail Lakeville, LLC and Metropolitan Airports Commission (MAC) located in Eureka Township

Dan Schmittiel, from Compass Rail and Metropolitan Airports Commission (MAC) submitted a petition requesting an annexation of their 33.31 acres, located in Section 3 of Eureka Township, into the City of Lakeville. The properties abut the southern boundary of Lakeville immediately west of Highview Avenue. Compass Rail Lakeville LLC proposes to construct a railcar storage yard on the south parcel (PID 13-00500-01-013), while the MAC-owned property (north parcel) will remain undeveloped.

Community Development Director Tina Goodroad presented the staff report. Minnesota

Statutes 414.033 provides for a property owner to petition the City to annex up to 120 acres of land that is contiguous to the City. The City was required to provide a 30-day notice to the affected Township and adjacent property owners prior to this public hearing. MN Statute 414.036 requires that the City provide reimbursement for all or part of the taxable property annexed. The attached ordinance provides for reimbursements of \$1,296.00 before December 31st for the first two years after the annexation.

Mayor Hellier opened the public hearing at 6:33 p.m.

Linda Ripley, a Eureka Township resident at 235th Street and Dodd, addressed the city council. She inquired if there were any requirements in place to help with the light filtering at this site.

Staff explained that all lighting is required to be downcast.

Motion was made by Bermel, seconded by Lee, to close the public hearing at 6:34 p.m. Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk (via Teams Meeting), Wolter

Motion was made by Wolter, seconded by Lee, to adopt an ordinance annexing the Compass Rail Lakeville, LLC and MAC property located in Section 5 of Eureka Township pursuant to Minnesota Statutes 414.033 Subdivision 2 (3).

Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk (via Teams Meeting), Wolter

c. Tradition Development Comprehensive Plan and Zoning Map Amendments

Community Development Director Tina Goodroad presented the staff report regarding an application submitted by Todd Stutz of Tradition Development for Comprehensive Plan MUSA staging and land use amendments and Zoning Map amendments. The request represents the first step toward a master plan for a new residential community in southwest Lakeville.

The proposal includes adjustments to the MUSA staging of 11 properties from Expansion Area B to Current MUSA and 10 properties from Urban Reserve to Current MUSA, along with Zoning Map amendments 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 held a public hearing on August 7, 2025, and received comments from eight speakers and one email submission. Comments focused on potential impacts to the school district, traffic on 210th Street (CSAH 70) and surrounding roadways, and concerns related to wetlands and the natural environment. The Planning Commission unanimously recommended approval of the Comprehensive Plan and Zoning Map amendments.

Beth Loudon, 12330 210th Street, stated that she was happy to hear the AUAR would be completed first. She is concerned about the drainage, trees, and wetland area.

Bob Erickson, 19081 Inndale Drive, mentioned he was concerned about the impact this development would have to the school district.

Larry Jones, 12450 210th Street West, expressed his concerns about the traffic issues.

Peter Thelen, 12119 Lucerne Trail, added his concern about traffic and the impact to the wildlife refuge.

Kerry Cole 12330 210th Street, is concerned about the traffic and the water table in the neighborhood.

Steve Hellevik, 12430 210th Street, expressed concerns about the traffic and asked that a road study be completed.

David Barnes, 210th street, is concerned about the traffic with a development.

Council members thanked residents for their comments and directed staff to note concerns as the twenty-year project advances.

Motion was made by Bermel, seconded by Wolter, to approve a resolution amending the 2040 Comprehensive Land Use Map and Staging Map, and adoption of findings of fact, and an ordinance amending the Zoning Map and adoption of findings of fact.
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk (via Teams Meeting), Wolter

8. Unfinished Business

None

9. New Business

None

10. Announcements

- a. Next City Council Meeting, Monday, September 15, 2025**
- b. Next Work Session, Monday, September 22, 2025**

11. Adjourn

Motion was made by Wolter, seconded by Lee, to adjourn at 7:36 P.M.
Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk (via Teams Meeting), Wolter

Respectfully Submitted,



Date: 9/15/2025

Kenyon Green Final Plat

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution approving the Kenyon Green final plat.

Overview

Ron Clark Construction has submitted a final plat application and development plans for Kenyon Green. The final plat includes the construction of 15 townhomes and a 49-unit apartment building on a 6.49-acre site. The property is located west of Interstate 35, north of 185th Street (CSAH 60), and south of Kenyon Avenue. The preliminary plat was approved by the City Council on June 17, 2024. Additionally, the city engineering department recently approved a grading permit for the site.

A development contract and stormwater maintenance agreements are required for the proposed site improvements. City staff have determined that the Kenyon Green final plat and plans are consistent with the approved preliminary plat and comply with Subdivision and Zoning Ordinance requirements.

Supporting Information

1. Resolution and Development Contract
2. Stormwater Maintenance Agreements
3. Exhibits - Location Map, Plats, and Site Plan
4. Planning and Engineering Staff Reports

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

(Reserved for Dakota County Recording Information)

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-____

**RESOLUTION APPROVING THE FINAL PLAT OF
KENYON GREEN**

WHEREAS, Ron Clark Construction, the developer and proposed owner of property described as **KENYON GREEN** has requested final plat approval; and

WHEREAS, the preliminary plat was reviewed by the Planning Commission and approved by the City Council on June 17, 2024; and

WHEREAS, the final plat is consistent with the preliminary plat approved by the City Council; and

WHEREAS, the final plat is acceptable to the City.

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

1. The **KENYON GREEN** final plat is approved subject to the development contract and security requirements.
2. The development contract and stormwater maintenance agreements are hereby approved.
3. The Mayor and City Clerk are hereby authorized to sign the final plat mylars, development contract, stormwater maintenance agreement, and all documents pursuant to the approved development contract.
4. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 15th day of September 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
DAKOTA COUNTY)

I hereby certify that the foregoing Resolution No. 25-____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 15th day of September 2025 as shown by the minutes of said meeting in my possession.

Ann Orlofsky, City Clerk

(SEAL)

PREPARED BY:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

KENYON GREEN

THIS **DEVELOPMENT CONTRACT** (the "Contract") dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **R.E.C., INC.**, a Minnesota corporation (the "Developer").

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

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

3. RIGHT TO PROCEED. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been approved by the City Engineer following approval of a preliminary plat by the City Council, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this

agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the necessary insurance for the Developer and its construction contractors has been received by the City, and 4) the plat has been filed with the Dakota County Recorder or Registrar of Titles' office.

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

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

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

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

Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control.

The plans are:

Plan A - Plat

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

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

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

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Streets

E. Concrete Curb and Gutter

F. Street Lights

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

H. Underground Utilities

I. Setting of Iron Monuments

J. Surveying and Staking

K. Sidewalks and Trails

L. Retaining Walls

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utility and street construction; and any other ordinances including Section 11-16-7 of the City Code concerning erosion and drainage and Section 4-1-4-2 prohibiting grading, construction activity, and the use of power equipment between the hours of 10 o'clock p.m. and 7 o'clock a.m. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field

inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work.

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

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

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

- A. Dakota County for County Road Access and Work in County Rights-of-Way
- B. MnDot for State Highway Access
- C. MnDot for Work in Right-of-Way
- D. Minnesota Department of Health for Watermains
- E. MPCA NPDES Permit for Construction Activity
- F. MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal
- G. DNR for Dewatering
- H. City of Lakeville for Building Permits
- I. MCES for Sanitary Sewer Connections
- J. City of Lakeville for Retaining Walls

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

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2026, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

14. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MPCA Stormwater Permit for Construction Activity. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer

does not reimburse the City for any cost the City incurred for such work within thirty (30) days after demand by the City, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

The Developer is responsible for obtaining a MPCA Construction Permit for the site prior to construction. The permit requires that all erosion and sediment BMPS be clearly outlined in a site's SWPPP. Changes made throughout construction must be documented in the SWPPP.

Redundant silt fence is required along all waterways. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer.

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

\$278,737.80	x 2% Grading Costs	= \$5,574.76
Grading Cost	2025 Rate	MS4 Administration Fee
Kenyon Green		Kenyon Green

15. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits (except one townhome building permit on lots acceptable to the Building Official), the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of storm water treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations and house pads, and all other items listed in City Code Section 10-3-5.NN. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or

exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Building Official for review prior to the issuance of building permits.

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

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

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

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

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

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

19. STORM SEWER. The Developer shall construct privately-owned and maintained stormwater management systems to collect and treat the stormwater runoff generated from the site. The stormwater management basins, including one aboveground stormwater pond and one underground stormwater pond, will be located within Lot 1 and Lot 2, Block 1, Kenyon Green. The Developer shall establish a shared stormwater facility easement for the above ground stormwater pond and underground stormwater facility benefitting Lot 1, Block 1 and Lots 2-17, Block 1 of the plat, as applicable. The Developer shall enter into a Stormwater Maintenance Agreement with the City in a recordable form approved by the City for the private stormwater management systems. The stormwater management design is consistent with the City's stormwater management ordinance.

The Developer shall construct private storm sewer systems within the lots to collect and convey stormwater runoff generated from within the private roadways and lots to the private stormwater management basin located on the southwest of the site. The storm sewer systems shall be privately-owned and maintained.

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

Storm Sewer Charge Summary

Gross Area of Kenyon Green Addition		282,704.00 s.f.
Less Area of Outlot A (Wetland and Buffer)	(-)	34,412.00 s.f.
Less Area of 175 th Street and Diamond Path Right-of-Way	(-)	64,904.00 s.f.
Total Storm Sewer Charge Area (Multi-Family)	=	183,388.00 s.f.

183,388.00 s.f.	x \$0.198/s.f.	= \$36,310.82
Net Area Kenyon Green	2025 Unit Rate (Multi-Family)	Storm Sewer Charge Kenyon Green

20. SANITARY SEWER. Kenyon Green is located within subdistrict OL-56200 of the Orchard Lake sanitary sewer district, as identified in the City's Comprehensive Sewer Plan. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor sewer monitored by meter M646. Wastewater treatment is provided by the Empire Wastewater Treatment Facility. The Developer shall construct and extend privately owned and maintained sanitary sewer within the subdivision from an existing manhole located at the northwest corner of the site. The Sanitary Sewer Availability Charge has not been collected on the parent parcels and is required with the final plat, calculated as follows:

64 units	x \$327.00	= \$20,928.00
Total Units Kenyon Green	2025 Unit Rate	Sanitary Sewer Availability Charge Kenyon Green

21. WATERMAIN. The Developer shall construct privately owned and maintained watermain within the subdivision from an existing stub located along the north plat boundary.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction shall be from Kenyon Avenue.

23. REMOVAL OF EXISTING ENCROACHMENTS. The Kenyon Green site consists of undeveloped land. The site was previously homesteaded, with a majority of the site naturally preserved and containing significant woodlands. The Developer shall remove all remnants of the homestead, including building materials, pads, driveways, aprons, and septic systems, and abandon all wells with the final plat. The Developer shall provide a security to the City in the amount of \$10,000.00 with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations.

24. PRIVATE ROADWAYS. The Developer shall construct privately owned and maintained roadways within the subdivision and a privately owned and maintained parking lot to provide access and connectivity to the townhome units and apartment parking lot.

The Developer shall establish a shared road easement over the applicable portions of Lot 2, Block 1 of the plat for the benefit of Lots 1 and 3-17 of Block 1 for the private road within the Plat.

The Developer shall establish an access easement over Lot 2, Block 1 of the plat for the benefit of Lot 1, Block 1 of the plat for access to Kenyon Avenue.

25. PARKS, TRAILS, AND SIDEWALKS. The Developer shall construct five-foot wide public concrete sidewalks, with pedestrian curb ramps, along the south side of Kenyon Avenue from the west plat boundary to the proposed driveway access.

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

64 units	x \$3,042.00	= \$194,688.00
Total Units (High-Density) Kenyon Green	2025 Unit Rate (High-Density)	Park Dedication Fee Kenyon Green

26. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee in the amount of \$1,000.00 for traffic control signs due with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location.

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

64 units	x \$40.48/unit	= \$2,590.72
Total Units Kenyon Green	2025 Rate	Streetlight Operating Fee Kenyon Green

27. ENVIRONMENTAL RESOURCES EXPENSES. The Developer shall pay a cash fee for one-year of environmental resources management expenses due with the final plat, calculated as follows:

15 units	x \$61.52/unit	x 0.50	= \$461.40
Total Units (Townhome) Kenyon Green	2025 Rate	Utility Factor	Environmental Resources Fee (Townhome) Kenyon Green
49 units	x \$61.52/unit	x 0.25	= \$753.62

Total Units (Apartment) Kenyon Green	2025 Rate	Utility Factor	Environmental Resources Fee (Apartment) Kenyon Green
\$461.40		+ \$753.62	= \$1,215.02
Total Townhome Fee Kenyon Green		Total Apartment Fee Kenyon Green	Environmental Resources Fee Kenyon Green

28. LANDSCAPING. Unless the lot already has two (2) trees on it, the Developer or lot purchaser shall plant sufficient trees so that there are at least two (2) trees on every lot in the plat, one of which must be planted in the front yard. Trees that are chosen by the Developer or property owner cannot cause a public nuisance, such as cotton producing trees, or trees that may become a public hazard due to insect infestation or weak bark. The minimum deciduous tree size shall be two and one-half (2½) inches caliper, balled and burlapped. Evergreen trees must be at least eight feet (8') tall. The trees may not be planted in the right-of-way. The Developer or lot purchaser shall sod the front yard, boulevard, and side yards to the rear of the structure on every lot. Weather permitting, the trees, sod, and seed shall be planted within sixty (60) days after a home has received a certificate of occupancy. Before a building permit is issued, a cash escrow of \$1,000.00 per lot shall be furnished the City to guarantee compliance with the landscaping requirements. If the landscaping is not completed in a timely manner, upon five (5) business days written notice, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City. All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed.

All landscaped areas, including common open space, must have an inground irrigation system with an automatic controller. The Developer shall provide a one year warranty for all landscaping.

Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a \$68,750.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

29. RETAINING WALLS. The Developer shall construct retaining walls that will be privately-owned and maintained by the applicable property owner or a property management association. The Developer shall provide a security to the City in the amount of \$95,000.00 with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations, including building permits and designs by a registered engineer for walls with a combined height over four feet, from the Building Inspections Division.

30. BUFFER YARD BERM/LANDSCAPE SCREEN. 185th Street is a minor arterial roadway and Kenyon Avenue is a major arterial roadway as identified in the City's Transportation Plan. The Developer shall provide a buffer yard containing earth berms and/or plantings of a sufficient density to provide a visual screen and a reasonable buffer a minimum of ten feet in height adjacent to 185th Street and Kenyon Avenue. The Developer shall submit a certified as-built grading plan of the buffer yard berm prior to the installation of any buffer yard plantings for review and approval by City staff.

31. TREE PRESERVATION. The tree inventory identifies 317 existing significant trees located within the Kenyon Green preliminary plat boundaries. The tree preservation plan proposes to save 64 of the significant trees. The Developer shall *protect significant trees as identified in the Tree Preservation ordinance (10-4-11) and adhere to these significant tree protection measures from the start of construction to the end of construction.*

32. WETLANDS. A wetland delineation for the site was completed for the site by Wenck. One wetland was identified. The wetland delineation was reviewed and approved on September 14, 2021. A replacement plan was submitted by Kjolhaug Environmental Services and approved on April 12, 2024. The replacement plan identified 0.1895 acres of wetland impact that will be replaced by wetland banking credits.

The remainder of the wetland and wetland buffer will be placed in Outlot A and conveyed by warranty deed to the City. The Developer shall be responsible for restoration and maintenance of any areas of the

buffer that are disturbed. The Developer shall be responsible for maintenance on the buffer for a minimum of 3 years once it is established. The Developer shall install Natural Area Signs along all property lines abutting outlots that have wetlands, buffers, or stormwater basins (9 locations). Final locations will be staked in the field and reviewed by City staff prior to installation.

- 33. SPECIAL PROVISIONS.** The following special provisions shall apply to plat development:
- A. Implementation of the recommendations listed in the August 20, 2025, Planning Report, and August 20, 2025, Engineering Report.
 - B. Immediately after the recording of the final plat, the Developer shall convey Outlot A to the City by warranty deed, free and clear of any and all encumbrances.
 - C. The Developer shall obtain a temporary easement and/or right of entry from the abutting property owner for required grading outside of the plat boundary, if any, in a recordable form approved by the City.
 - D. Prior to the sale of any of the following Lots 2-17, Block 1, Developer shall (a) establish a Homeowners Association ("HOA"); (b) record HOA Declarations providing for HOA ownership and maintenance of Lot 2, Block 1, maintenance of the exterior maintenance of the townhome units located within Block 1 and maintenance of the private utilities, private roadways and private retaining wall located within Lot 2, Block 1; and (c) record a deed conveying Lot 2, Block 1 to the HOA, unless all such attached townhome units and the applicable common area lots (collectively, the "Neighborhood Property") are sold to and owned by a single individual property owner having responsibility for such maintenance ("Neighborhood Owner") and the Neighborhood Property is subject to a restrictive covenant ("Covenant") prohibiting conveyance of any portion of the Neighborhood Property apart from the remainder of the Neighborhood Property without compliance with the Minnesota Common Interest Ownership Act, Minn.. Stat. Chapter 515B, as amended, and applicable City Code provisions.. The HOA Declarations and/or Covenant must be reviewed and approved by the City Attorney prior to recording.
 - E. Exterior materials for the attached townhome units must comply with the requirements of Section 11-17-9 of the Zoning Ordinance.

- F. The Developer must submit dimensioned floor plans for the detached townhome units, if any, to verify compliance with the minimum requirements for above-grade floor area established by Section 11-17-13 of the Zoning Ordinance.
- G. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$1,800.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 18 lots/outlots at \$100.00 per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.
- H. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$1,620.00.
- I. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The estimated amount of this security is \$4,200.00 and consists of three (3) mast arm streetlights at \$1,400.00 each.
- J. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

34. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for \$549,326.30. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$5,000.00
B. Watermain	5,000.00
C. Storm Sewer/Draintile	5,000.00
D. Streets and Sidewalk	36,510.00
E. Grading, Drainage, Erosion Control, Restoration, and Establishment of Buffers in City Outlots	<u>278,737.80</u>
CONSTRUCTION SUB-TOTAL	\$330,247.80

OTHER COSTS:

A. Developer's Design (3.0%)	\$9,907.43
B. Developer's Construction Survey (2.5%)	8,256.20
C. City Legal Expenses (Est. 0.5%)	1,651.24
D. City Construction Observation (Est. 5.0%)	16,512.39
E. City Record Drawings (0.5%)	1,651.24
F. Removal of Existing Encroachments	10,000.00
G. Retaining Walls	95,000.00
H. Natural Area Signs	1,350.00
I. Landscaping	68,750.00
J. Streetlights	4,200.00
K. Lot Corners/Iron Monuments	<u>1,800.00</u>
OTHER COSTS SUB-TOTAL	\$219,078.50

TOTAL SECURITIES: \$549,326.30

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the

financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City's standard specifications for utility and street construction outline procedures for security reductions.

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

A. Park Dedication	194,688.00
B. Sanitary Sewer Availability Charge	20,928.00
C. Storm Sewer Charge	36,310.82
D. Traffic Control Signs	1,000.00
E. Street Light Operating Fee	2,590.72
F. Environmental Resources Expenses	1,215.02
G. MS4 Administration Fee	5,574.76
H. Property Data and Asset/Infrastructure Management Fee	1,620.00
I. City Engineering Administration (3% for letters of credit)	<u>9,907.43</u>
TOTAL CASH REQUIREMENTS	\$273,834.75

36. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by the City. The one year warranty period on streets shall commence after the final wear course has been installed and accepted by the City. The Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work if the Developer fails to timely perform such work; provided the Developer is first given notice of the work in default not less than not less than five (5) business days in advance in advance, except that no notice is

required in an emergency as determined by the City. The City's standard specifications for utility and street construction identify the procedures for final acceptance of streets and utilities.

37. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.

- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to City or MCES sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

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

39. MISCELLANEOUS.

- A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Contract.
- C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- E. Grading, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except two (2) model homes on lots acceptable to the Building Official. Approval of an administrative permit in compliance with Chapter 27 of the City's zoning ordinance is required prior to the construction of any model homes.

- F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of the Contract. A release of this Contract may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Contract. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- I. Insurance. **Developer and Contractor shall provide a copy of the Development Contract to their insurance professional for verification that the certificate of insurance is in compliance with the requirements of the Development Contract.** Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing

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

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

The following coverages shall be included:

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

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

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

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

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

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

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

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

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

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

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

40. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 7500 W 78th Street, Edina, Minnesota 55439-2517. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

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

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

(SEAL)

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

DEVELOPER:
R.E.C., INC.

BY: _____

J. Michael Waldo
Its: Chief Executive Officer

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of September, 2025, by J. Michael Waldo, the Chief Executive Officer of **R.E.C., Inc.**, a Minnesota corporation, on behalf of said entity.

NOTARY PUBLIC



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

EXHIBIT "A"

**TO
DEVELOPMENT CONTRACT**

**Legal Description of Property Being Final Platted as
*KENYON GREEN***

A tract of land in the Northwest Quarter of Section 13, Township 114 North, Range 21 West, Dakota County, Minnesota, described as follows: Beginning at a point in the South line of said Northwest Quarter, 213.63 feet East of the Southwest corner thereof; the south line of said Northwest Quarter has an assumed bearing of North 89 degrees 54 minutes 54 seconds East; thence North 0 degrees 5 minutes 6 seconds West, 553.40 feet to the center line of a town road; thence along said centerline South 64 degrees 52 minutes 6 seconds East, 521.20 feet, thence continue on said centerline North 58 degrees 59 minutes 54 seconds East, 357.25 feet, to a point on the Westerly right of way line of Trunk Highway 35W service road; thence southerly along said right of way South 22 degrees 54 minutes 54 seconds West, 425.28 feet; thence continue along said right of way on a curve concave to the east having a central angle of 21 degrees 37 minutes 43 seconds and a radius of 336.49 feet a distance of 127.02 feet to a point on the South line of said Northwest Quarter; thence South 89 degrees 54 minutes 54 seconds West, along said South line, 585.19 feet to the point of beginning.

Abstract Property

[Platted as Kenyon Green, Dakota County, Minnesota.]

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of (Name of Bank) _____";
- b) Be signed by the City Administrator or Finance Director of the City of Lakeville.
- c) Be presented for payment at _____ (Address of Bank) _____, on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lakeville Finance Director that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Lakeville Finance Director, Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, MN 55044, and is actually received by the Finance Director at least thirty (30) days prior to the renewal date.

DEMAND(S) FOR PAYMENT MAY ALSO BE MADE BY FACSIMILE TRANSMISSION TO _____ OR SUCH OTHER FAX NUMBER AS (NAME OF ISSUING BANK) MAY IDENTIFY IN A WRITTEN NOTICE TO YOU. TO THE EXTENT PRESENTATION IS MADE BY FACSIMILE TRANSMISSION YOU MUST PROVIDE TELEPHONE NOTIFICATION THEREOF TO (NAME OF ISSUING BANK) AT TELEPHONE NUMBER: _____ PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FACSIMILE TRANSMISSION. HOWEVER, THE ABSENCE OF SUCH TELEPHONE CONFIRMATION AS DESCRIBED ABOVE DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH DRAWING, IF SUCH DRAWING IS OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE LETTER OF CREDIT. IF DEMAND FOR PAYMENT IS MADE BY FAX, PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

OR

DEMAND(S) FOR PAYMENT TO BE MADE VIA EMAIL TO _____. PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

[NAME OF BANK]

BY: _____

Its _____

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

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025, by and between **R.E.C., INC.**, a Minnesota corporation (the "Owner") and the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (the "City").

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

B. The Owner is proceeding to build on and develop the Property, and has requested City approval of the final plat ("Plat Approval") and site plan for the proposed development of the **Kenyon Green** plat; and

C. The final plans for **Kenyon Green**, hereinafter called the "Plans", submitted in support of the Plat Approval, which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

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

E. The City requires that on-site stormwater management/BMP facilities ("Stormwater Facilities") as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval of the Property; and

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

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

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

2. **Maintenance of Stormwater Improvements.**

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

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved Plans, the schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. **Inspection and Reporting.** The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. **City Access and Maintenance Rights.**

A. The Owner hereby grants the City a license, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs incurred by the City in connection therewith, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Area for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance

and operation and the consequences there from the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. **Grant of Easement.** Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for access to the Stormwater Facilities over, on and across those portions of the Property reasonably necessary for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area, to the extent the Owner fails to timely do so after the City gives the Owner the required written notice of such failure in accordance with the terms of this Agreement. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement Area to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems, upon the failure of the Owner to timely do so after the City gives the Owner written notice of such failure in accordance with the terms of this Agreement.

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

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

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

To the Owner: R.E.C., Inc.
7500 W 78th Street
Edina, Minnesota 55439-2517

To the City: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044
Attn: City Administrator

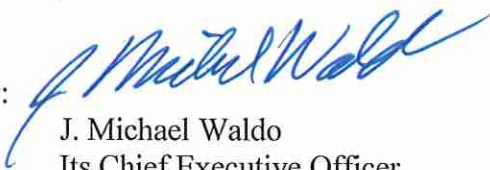
or to such other party at such other address as such party, by ten (10) days prior written notice given as provided, shall designate.

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

9. **Successors/Covenants Run with Property.** All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns; provided, however, Owner, its successors and assigns, shall only be responsible and liable for the duties and obligations of Owner under this Agreement during their respective periods of ownership as to all or a portion of the Property. The terms and conditions of this Agreement shall run with the Property.

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

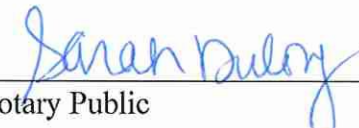
**OWNER:
R.E.C., INC.**

By: 
J. Michael Waldo
Its Chief Executive Officer

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of September, 2025, by J. Michael Waldo, the Chief Executive Officer of **R.E.C., INC.**, a Minnesota corporation, on behalf of said entity.





Notary Public

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

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

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Owner Property

Lot 2, Block 1, Kenyon Green, Dakota County, Minnesota, according to the recorded plat thereof.

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Easement

An easement for pond purposes over, under and across that part of Lot 2, Block 1, KENYON GREEN, according to the recorded plat thereof, Dakota County, Minnesota, that lies to the left of the following described line:

Commencing at the most easterly corner in the most southerly line of said Lot 2; thence on an assumed bearing of North 00 degrees 00 minutes 00 seconds East along an easterly line of said Lot 2 for 116.00 feet to the point of beginning of the line to be described; thence North 64 degrees 26 minutes 56 seconds West for 54.50 feet; thence South 69 degrees 13 minutes 05 seconds West for 9.00 feet; thence South 20 degrees 39 minutes 11 seconds West for 17.50 feet to a corner in the westerly line of said Lot 2 and said line there terminating.

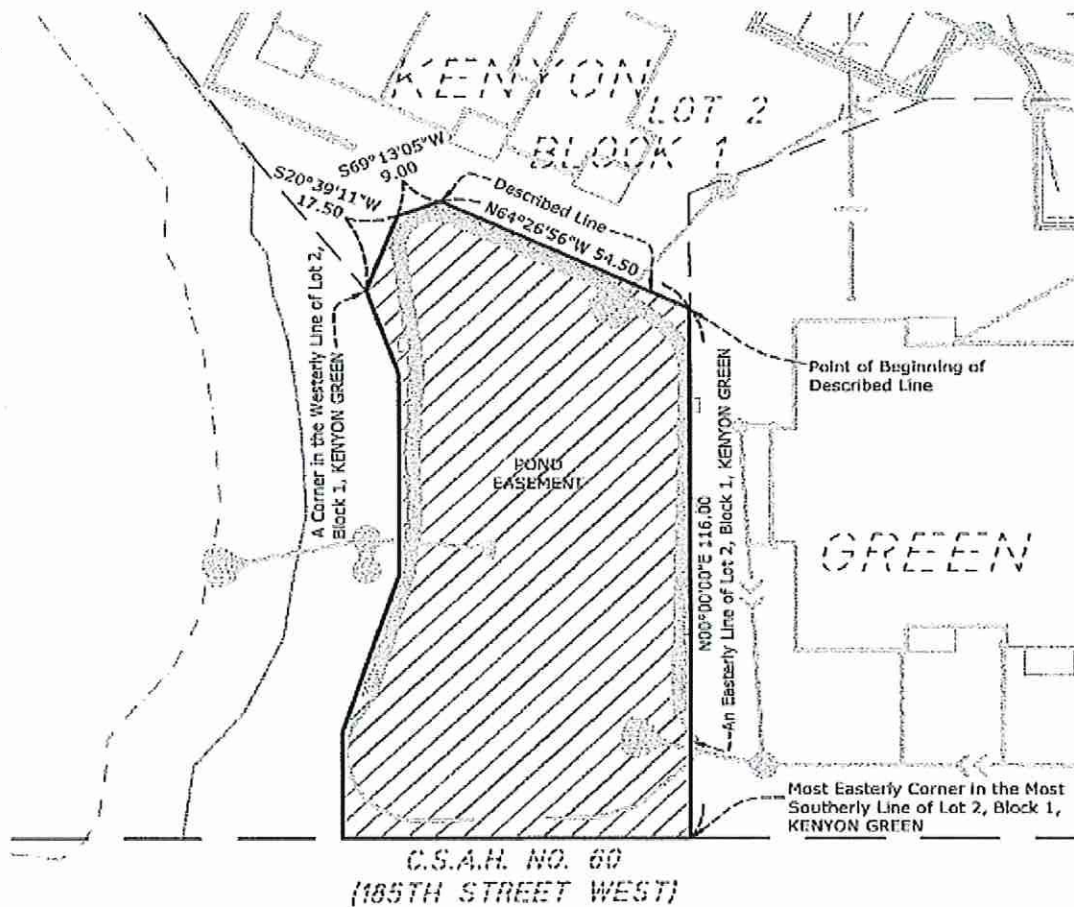
**EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT**

**POND EASEMENT EXHIBIT
Lot 2, Block 1, KENYON GREEN
Lakeville, Dakota County, Minnesota**

DESCRIPTION

An easement for pond purposes over, under and across that part of Lot 2, Block 1, KENYON GREEN, according to the recorded plat thereof, Dakota County Minnesota, that lies to the left of the following described line:

Commencing at the most easterly corner in the most southerly line of said Lot 2; thence on an assumed bearing of North 00 degrees 00 minutes 00 seconds East along an easterly line of said Lot 2 for 116.00 feet to the point of beginning of the line to be described; thence North 64 degrees 26 minutes 56 seconds West for 54.50 feet; thence South 68 degrees 13 minutes 05 seconds West for 9.00 feet; thence South 20 degrees 39 minutes 11 seconds West for 17.50 feet to a corner in the westerly line of said Lot 2 and said line there terminating.



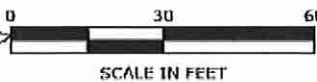
MINNESOTA CERTIFICATION

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

Dated this 3rd day of September, 2025

Rory L. Synstelien

Minnesota License No. 41565



**CivilSite
GROUP**

5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com

Drawn By: CJ
Project No. 23406

SHEET 1 OF 1

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

Pond Maintenance Requirements

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

Environmental Manhole Maintenance Requirements

1. Annual inspections, maintenance reporting and certification must be completed by a professional engineer licensed in the State of Minnesota at Owner's expense. Information must be submitted to the City annually.
2. Maintenance must be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance must occur immediately after a spill takes place. Appropriate regulatory agencies must also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.

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

THIS AGREEMENT is made and entered into as of the 10th day of September, 2025, by and between **R.E.C., INC.**, a Minnesota corporation (the "Owner") and the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (the "City").

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

B. The Owner is proceeding to build on and develop the Property, and has requested City approval of the final plat ("Plat Approval") and site plan for the proposed development of the **Kenyon Green** plat; and

C. The final plans for **Kenyon Green**, hereinafter called the "Plans", submitted in support of the Plat Approval, which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

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

E. The City requires that on-site stormwater management/BMP facilities ("Stormwater Facilities") as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval of the Property; and

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

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

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

2. **Maintenance of Stormwater Improvements.**

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

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved Plans, the schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. **Inspection and Reporting.** The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. **City Access and Maintenance Rights.**

A. The Owner hereby grants the City a license, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs incurred by the City in connection therewith, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Area for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. **Grant of Easement.** Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for access to the Stormwater Facilities over, on and across those portions

of the Property reasonably necessary for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area, to the extent the Owner fails to timely do so after the City gives the Owner the required written notice of such failure in accordance with the terms of this Agreement. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems, upon the failure of the Owner to timely do so after the City gives the Owner written notice of such failure in accordance with the terms of this Agreement.

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

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

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

To the Owner: R.E.C., Inc.
7500 W 78th Street
Edina, Minnesota 55439-2517

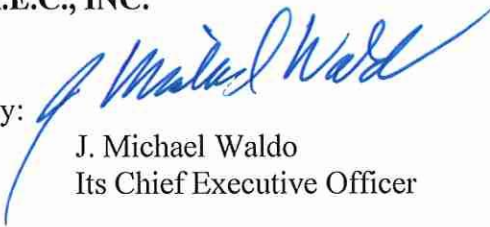
To the City: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044
Attn: City Administrator

or to such other party at such other address as such party, by ten (10) days prior written notice given as provided, shall designate.

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

9. **Successors/Covenants Run with Property.** All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns; provided, however, the Owner, its successors and assigns, shall only be responsible and liable for the duties and obligations of the Owner under this Agreement during their respective periods of ownership as to all or a portion of the Property. The terms and conditions of this Agreement shall run with the Property.

OWNER:
R.E.C., INC.

By: 
J. Michael Waldo
Its Chief Executive Officer

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of September, 2025, by J. Michael Waldo, the Chief Executive Officer of **R.E.C., INC.**, a Minnesota corporation, on behalf of said entity.



Notary Public



CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

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

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Owner Property

Lots 1 and 2, Block 1, Kenyon Green, Dakota County, Minnesota according to the recorded plat thereof.

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Easement

An easement for storm water facility purposes over, under and across that part of Lot 1, Block 1, KENYON GREEN, according to the recorded plat thereof, Dakota County, Minnesota, that lies to the right of the following described line:

Commencing at the most northerly corner in the common line between said Lot 1 and Lot 2, Block 1, said KENYON GREEN; thence on an assumed bearing of South 00 degrees 02 minutes 41 seconds East along said common line for 48.64 feet to a corner in said common line; thence South 89 degrees 57 minutes 19 seconds West along said common line for 36.00 feet to a corner in said common line; thence South 41 degrees 18 minutes 18 seconds West for 48.80 feet along said common line to the point of beginning of the line to be described; thence North 89 degrees 57 minutes 18 seconds East for 96.69 feet; thence South 00 degrees 02 minutes 42 seconds East for 41.50 feet; thence South 89 degrees 57 minutes 18 seconds West for 120.00 feet; thence North 00 degrees 02 minutes 42 seconds West for 24.17 feet to said common line and said line there terminating.

Together with an easement for storm water facility purposes over, under and across that part of said Lot 2, that lies to the left of the following described line;

Beginning at the point of beginning described above, thence South 89 degrees 57 minutes 18 seconds West for 23.31 feet; thence South 00 degrees 02 minutes 42 seconds East for 17.33 feet to said common line and said line there terminating.

EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT

STORM WATER FACILITY EASEMENT EXHIBIT
Lots 1 and 2, Block 1, KENYON GREEN
Lakeville, Dakota County, Minnesota

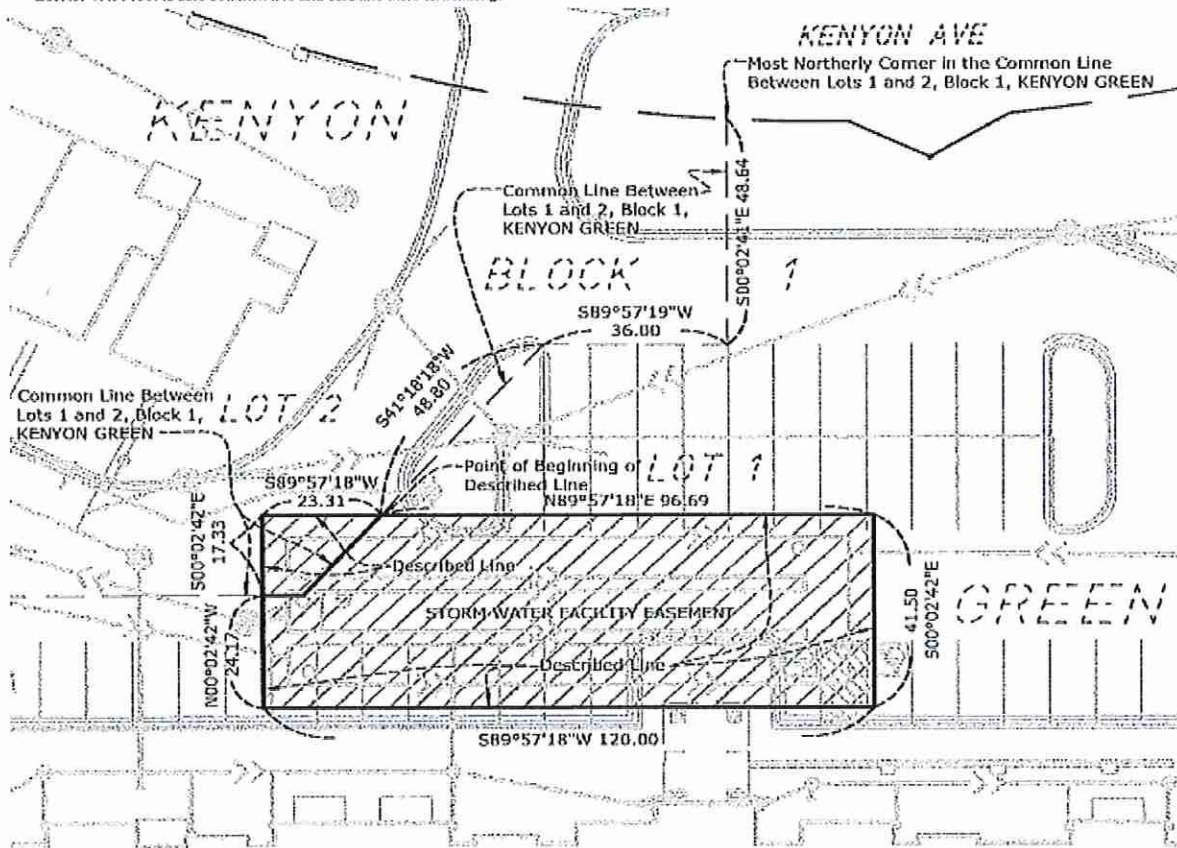
DESCRIPTION

An easement for storm water facility purposes over, under and across that part of Lot 1, Block 1, KENYON GREEN, according to the recorded plat thereof, Dakota County Minnesota, that lies to the right of the following described line:

Commencing at the most northerly corner in the common line between said Lot 1 and Lot 2, Block 1, said KENYON GREEN; thence on an assumed bearing of South 89 degrees 02 minutes 41 seconds East along said common line for 48.64 feet to a corner in said common line; thence South 89 degrees 57 minutes 18 seconds West along said common line for 36.00 feet to a corner in said common line; thence South 41 degrees 18 minutes 18 seconds West for 48.80 feet along said common line to the point of beginning of the line to be described; thence North 89 degrees 57 minutes 18 seconds East for 96.69 feet; thence South 00 degrees 02 minutes 42 seconds East for 41.50 feet; thence South 89 degrees 57 minutes 18 seconds West for 120.00 feet; thence North 89 degrees 02 minutes 42 seconds West for 24.17 feet to said common line and said line there terminating.

Together with an easement for storm water facility purposes over, under and across that part of said Lot 2, that lies to the left of the following described line:

Beginning at the point of beginning described above, thence South 89 degrees 57 minutes 18 seconds West for 23.31 feet; thence South 00 degrees 02 minutes 42 seconds East for 17.33 feet to said common line and said line there terminating.



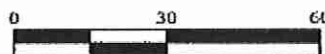
MINNESOTA CERTIFICATION

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

Dated this 3rd day of September, 2025

Rory L. Synalstien

Minnesota License No. 44565



SCALE IN FEET

CivilSite
GROUP

5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com

Drawn By: CJ
Project No. 23406

SHEET 1 OF 1

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

Underground Infiltration System

1. Inspection of street or parking surface must be inspected for evidence of potholes, sinkholes, sediment build up, or surface ponding annually.
2. Annual inspections must be completed of pipe symmetry, pipe joint connections, and outlet structures to look for cracks, defects, misalignment, or seepage.
3. Inspection for accumulation of sediment must be done annually, maintenance should be performed when sediment accumulation occurs.
4. Visual inspection for trash and debris must be conducted monthly and following rain events of 1 inch or greater in 24 hours.
5. Inspections must be performed annually to look for oil accumulation in device or immediately after a spill occurs. Maintenance must be done when a layer of oil/gasoline develops on the surface.

Environmental Manhole Maintenance Requirements

1. Annual inspections, maintenance reporting and certification must be completed by a professional engineer licensed in the State of Minnesota at Owner's expense. Information must be submitted to the City annually.
2. Maintenance must be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance must occur immediately after a spill takes place. Appropriate regulatory agencies must also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.



PROPERTY LOCATION
18430 KENYON AVENUE



KENYON GREEN

KNOW ALL PERSONS BY THESE PRESENTS: That R.E.C., Inc., a Minnesota corporation, fee owner of the following described property:

A tract of land in the Northwest Quarter of Section 13, Township 114 North, Range 21 West, Dakota County, Minnesota, described as follows:

Beginning at a point in the south line of said Northwest Quarter, 213.63 feet east of the southwest corner thereof; the south line of said Northwest Quarter has an assumed bearing of North 89 degrees 54 minutes 54 seconds East; thence North 0 degrees 5 minutes 6 seconds West, 553.40 feet to the center line of a town road; thence along said centerline South 64 degrees 52 minutes 6 seconds East, 521.20 feet, thence continue on said centerline North 58 degrees 59 minutes 54 seconds East, 357.25 feet, to a point on the westerly right of way line of Trunk Highway 35W service road; thence southerly along said right of way South 22 degrees 54 minutes 54 seconds West, 425.28 feet; thence continue along said right of way on a curve concave to the east having a central angle of 21 degrees 37 minutes 43 seconds and a radius of 336.49 feet a distance of 127.02 feet to a point on the south line of said Northwest Quarter; thence South 89 degrees 54 minutes 54 seconds West, along said south line, 585.19 feet to the point of beginning.

Has caused the same to be surveyed and platted as KENYON GREEN and does hereby dedicate to the public, for public use, the public way and the drainage and utility easements as created by this plat.

In witness whereof said R.E.C., Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer

this ____ day of _____, 20 ____.

R.E.C., Inc.

By: _____

J. Michael Waldo, Chief Executive Officer

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20 ____., by J. Michael Waldo, the Chief Executive Officer of R.E.C., Inc., a Minnesota corporation, on behalf of the corporation.

My Commission Expires: _____

Notary Public, Signature _____ Notary Public, Printed Name _____

Notary Public _____ County, _____

SURVEYORS CERTIFICATE

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

Dated this ____ day of _____, 20 ____.

Rory L. Synstallen, Land Surveyor

Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this ____ day of _____, 20 ____., by Rory L. Synstallen, a Licensed Land Surveyor.

My Commission Expires: January 31, 20 ____

Notary Public, Signature _____ Notary Public, Printed Name _____

Notary Public _____ County, Minnesota

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

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

By: _____, Mayor By: _____, City Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

this ____ day of _____, 20 ____.

By _____

Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 21st day of May, 2024, the Board of Commissioners of Dakota County, Minnesota, approved this plat of KENYON GREEN and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By _____ Dakota County Board Chair

By _____ Dakota County Treasurer-Auditor

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

Pursuant to Minnesota Statutes, Section 505.021, Subdivision 9, taxes payable in the year _____ on real estate hereinbefore described, have been paid.

Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered on

this ____ day of _____, 20 ____.

By _____

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

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of KENYON GREEN was filed in the office of the County Recorder for public record on

this ____ day of _____, 20 ____., at ____ o'clock ____ M. and

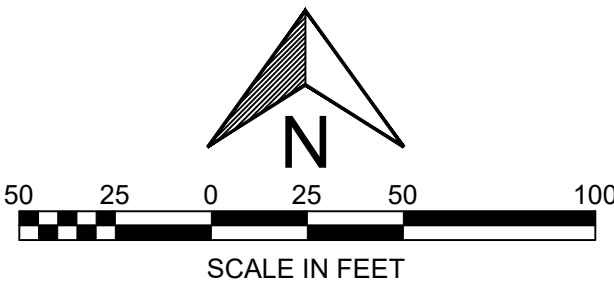
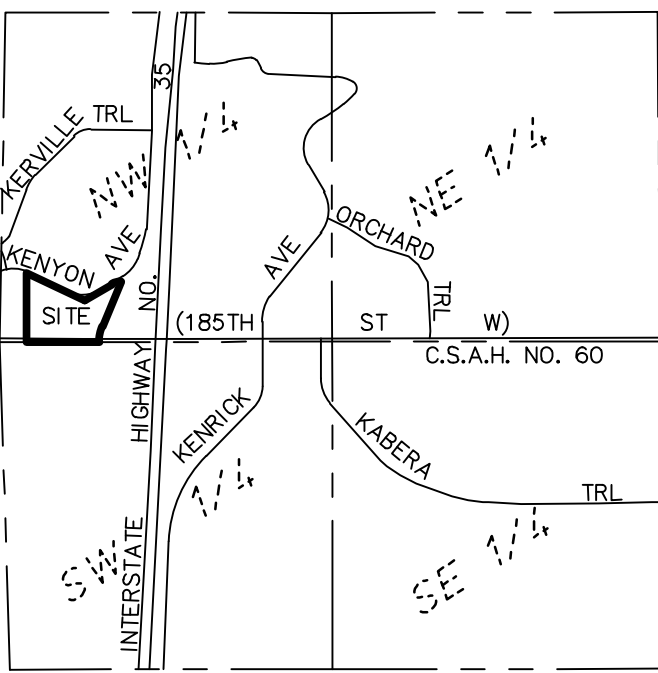
was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

By _____

Amy A. Koethe, County Recorder

VICINITY MAP

SEC. 13 - T144 - R21
DAKOTA COUNTY, MINNESOTA



Bearings are based on the south line of the Northwest Quarter of Sec. 13, Twp. 114, Rng. 21 having an assumed bearing of S 89°54'54\" W.

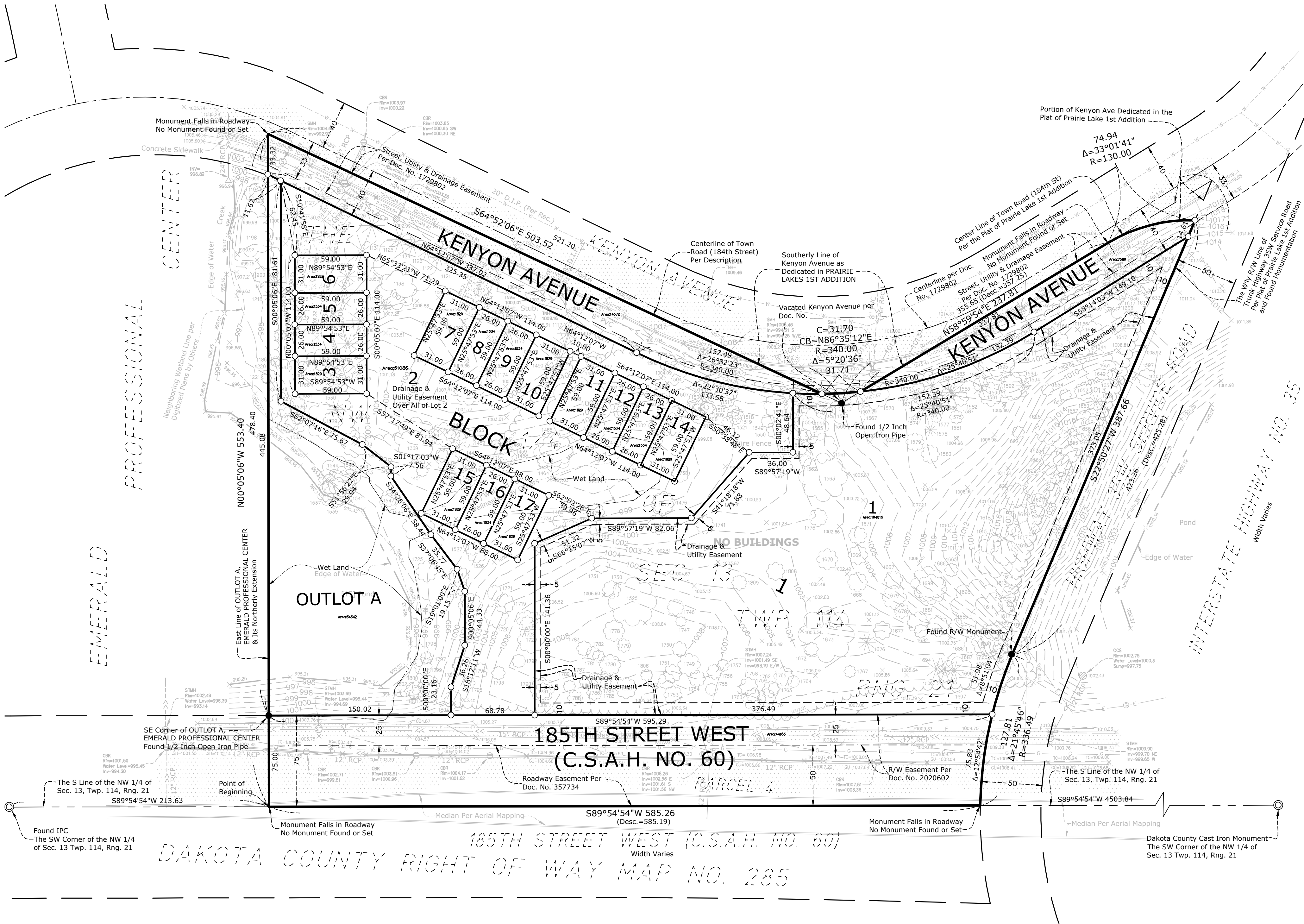
- Denotes a Found Iron Monument (Type as shown on plat)
- Denotes a 1/2 inch by 14 inch Rebar Marked "RLS 44565"
- ⊙ Denotes a Dakota County Monument.

(Desc.) Denotes a bearing and or distance per description

(Meas.) Denotes a measured bearing and or distance

—△— Denotes restricted access to Dakota County per the Dakota County Contiguous Plat Ordinance

PRELIMINARY PLAT: KENYON GREEN



PRELIMINARY PLAT GENERAL NOTES

PROPERTY DESCRIPTION:

A tract of land in the Northwest Quarter of Section 13, Township 114 North, Range 21 West, Dakota County, Minnesota, described as follows:
Beginning at a point in the South line of said Northwest Quarter, 213.63 feet East of the Southwest corner thereof; the south line of said Northwest Quarter has an assumed bearing of North 89 degrees 54 minutes 54 seconds East; thence North 0 degrees 5 minutes 6 seconds West, 553.40 feet to the center line of a town road; thence along said centerline South 64 degrees 52 minutes 6 seconds East, 521.20 feet, thence continue on said centerline North 58 degrees 59 minutes 54 seconds East, 357.25 feet, to a point on the Westerly right of way line of Trunk Highway 35W service road; thence southerly along said right of way South 22 degrees 54 minutes 54 seconds West, 425.28 feet; thence continue along said right of way on a curve concave to the east having a central angle of 21 degrees 37 minutes 43 seconds and a radius of 336.49 feet a distance of 127.02 feet to a point on the South line of said Northwest Quarter; thence South 89 degrees 54 minutes 54 seconds West, along said South line, 585.19 feet to the point of beginning.

Abstract Property

The above description is per a Commitment for Title Insurance issued by CBH Title, LLC as agent for Old Republic National Title Insurance Company, File No. 59150, dated June 19, 2023.

Please note the following description for a portion of Kenyon Avenue to be vacated is per a Road Vacation Exhibit prepared by us on 5-28-2024. Said vacation has not been finalized at the time of this preliminary plat and the description is subject to change.

All that part of Kenyon Avenue, as dedicated by the recorded plat of PRAIRIE LAKES 1ST ADDITION, Dakota County, Minnesota, lying southerly of the following described line:

Commencing at the southeast corner of Outlot A, EMERALD PROFESSIONAL CENTER, according to the recorded plat thereof, Dakota County, Minnesota; thence on an assumed bearing of North 00 degrees 05 minutes 06 seconds West along the east line of said Outlot A and its northerly extension for 478.40 feet to a southerly line of said Kenyon Avenue; thence South 64 degrees 52 minutes 06 seconds East along said southerly line for 503.52 to the point of beginning of the line to be described; thence easterly for 31.71 feet along a non-tangential curve, concave to the north, having a radius of 340.00 feet, a central angle of 05 degrees 20 minutes 36 seconds and a chord bearing of North 86 degrees 35 minutes 12 seconds East to a southerly line of said Kenyon Avenue, and said line there terminating.

DATE OF PREPARATION:

6-5-2024
Please note background survey information is per a survey by Civil Site Group dated 01-17-2024

APPLICANT:

Ron Clark Construction & Design
Mike Waldo
Mwaldo@ronclark.com

BENCHMARKS:

Elevations are based on the NGVD 29 Datum. Site Benchmark is the top nut of the fire hydrant located on the north side of Kenyon Avenue, approximately 385 feet southeast of the northwest corner of the subject property, as shown hereon. Elevation = 1009.46

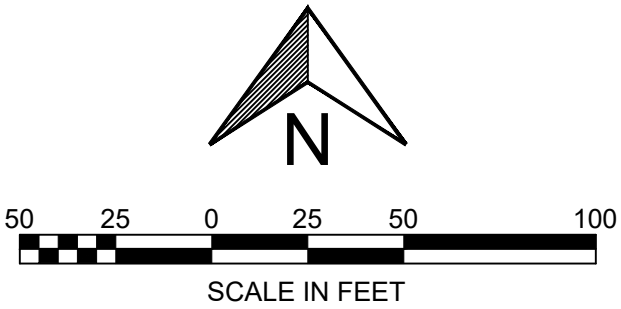
AREAS:

Total Property Area = 282,130 +/- Sq. Ft. or 6.477 +/- Acres
See Graphics for Areas of Individual Lots & Dedicated Right of Ways

FLOOD ZONE:

Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27037C0191E, effective date of December 2, 2011.

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



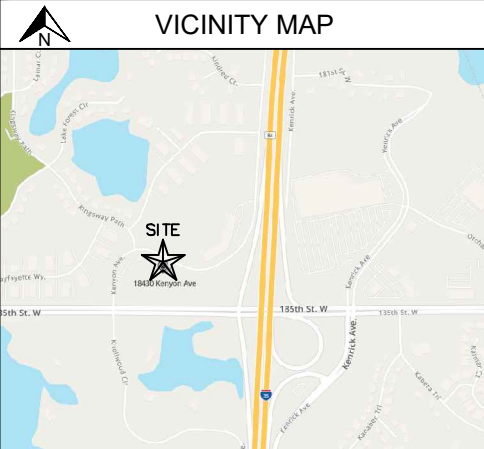
Linetype & Symbol Legend

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

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

RORY L. SYNSTALLEN
DATE 6-5-2024 LICENSE NO. 44565

QA/QC
FIELD CREW DO
DRAWN BY DP
REVIEWED BY CJ
UPDATED BY



REVISION SUMMARY
DATE DESCRIPTION

PRELIMINARY PLAT

V2.0

PROPERTY LINE

CONSTRUCTION LIMITS

CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT
GUTTER WHERE APPLICABLE-SEE PLAN

TRAFFIC DIRECTIONAL ARROW PAVEMENT
MARKINGS

ACCESSIBILITY ROUTE ARROW (IF
APPLICABLE) DO NOT PAINT

Found 1/2 Incl
Open Iron Pipe

(Per Rec.)

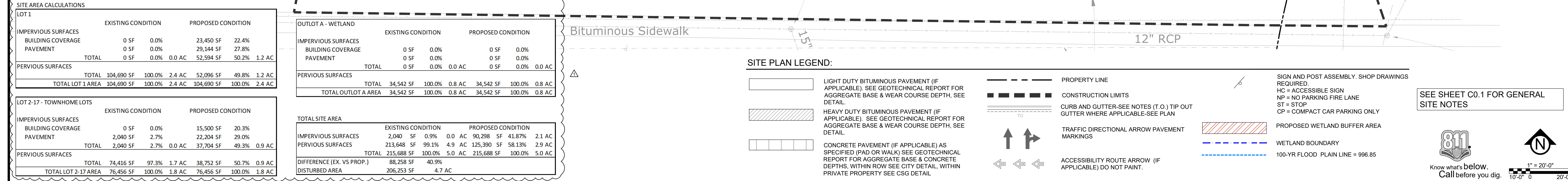
i

R/W

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
2/2/2024	SKETCH PLAN SUBMITTAL
3/29/2024	CITY SUBMITTAL
11/13/2024	CITY RESUBMITTAL
5/30/2025	FINAL PLAT SUBMITTAL
7/25/2025	BUILDING PERMIT SUBMITTAL

C20

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Memorandum

To: Tina Goodroad, Community Development Director
From: Heather Botten, Senior Planner
Date: August 20, 2025
Subject: Kenyon Green Final Plat

BACKGROUND

Ron Clark Construction has applied for a final plat application for Kenyon Green, to allow the development of a 49-unit apartment dwelling and 15 attached townhome dwelling units. The property is 6.5 acres in size, located west of Interstate 35, north of 185th Street (CSAH 60), and south of Kenyon Avenue.

The proposed final plat is consistent with the PUD and preliminary plat that was approved by the City Council on June 17, 2024. The final plat plans have been reviewed by the Engineering Division and Park and Recreation Department staff.

EXHIBITS:

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

PLANNING ANALYSIS

Existing Conditions. A grading permit was issued for the site to allow the Developer to start tree removal and moving dirt in compliance with the grading approvals.

Zoning. The parcel is zoned PUD with the underlying zoning of O-R. Townhomes and apartments are allowed uses within this district.

Site Plan Review.

The final plat consists of 15 attached townhome lots, one common area lot, one lot with a 49-unit apartment building, and one outlot. The Developer is dedicating 1.01 acres for 185th Street right-of-way and 0.48 acres for Kenyon Avenue right-of-way.

The one outlot created with the final plat will be deeded to City and consists of wetlands and buffer area (0.79 acres).

Wetlands. A wetland delineation was completed for the property. A wetland replacement plan was submitted and approved by staff on April 12, 2024. The wetland replacement plan indicates that 0.1895 acres of wetland will be replaced. Wetland banking credits have been purchased and approved by staff.

Building Plans.

The townhome dwellings proposed for construction will be reviewed for compliance with Zoning Ordinance requirements prior to issuance of building permits. The exterior materials and garage size must comply with the requirements of the Zoning Ordinance.

Exterior Lighting. All exterior lighting is shielded as required by Section 11-16-17.B.1 of the Zoning Ordinance. The intensity of the exterior fixture complies with the limits as outlined by Section 11-16-17.A of the Zoning Ordinance.

Sidewalks/Trails. There is an existing sidewalk along the south side of Kenyon Avenue up to the west plat boundary. The developer will be extending this sidewalk through the driveway entrance.

Access.

The proposed development will have one access point onto Kenyon Avenue. The development of Kenyon Green includes the construction of privately-owned and maintained roadway and parking lot. The private roads and parking lot will provide access and connectivity to the townhome units and apartment parking lot. A shared road easement is required over Lot 1 and 2, Block 1.

Grading, Drainage, and Utilities. Grading, drainage, erosion control, and utilities are addressed in the engineering review memo prepared by Jon Nelson, Assistant Civil Engineer and Mac Cafferty, Environmental Resources Manager dated August 20, 2025. A copy of the engineering report is attached for your review. The Engineering Division recommends approval of the final plat subject to the comments outlined in the engineering report.

Landscaping. The landscaping plan provides a variety of overstory, ornamental and evergreen trees as well as shrubs at the perimeter of the townhome buildings and apartment building. Zoning

Ordinance Section 11-21 requires that the development provides a effecting landscape screen of 10 feet adjacent to 185th Street and Interstate 35 and the rear yards of the townhomes adjacent to Keokuk Avenue.

All landscaped areas, including common open space, must have an inground irrigation system with an automatic controller. All landscaping shall be warranted for one year and guaranteed by financial security in the development contract at the time of final plat.

Park Dedication. The City's Comprehensive Parks, Trails, and Open Space Plan does not identify any future park needs in the area of the plat therefore cash in lieu of land is required. The park dedication requirement for high-density residential is \$3,042 per unit. The Developer shall pay \$194,688 in park dedication fees with the final plat (64 units x \$3,042/unit).

Tree Preservation Plan. The tree inventory identifies 317 existing significant trees located within the Kenyon Green plat boundaries. The tree preservation plan proposes to save 64 of the significant trees. Prior to removals the tree protection or silt fence line must be staked and reviewed by City Staff in the field. The Environmental Resources Manager and City Forester have reviewed the tree preservation plan.

Homeowners Association. Documents establishing a homeowner's association (HOA), in accordance with Section 11-61-17 of the Zoning Ordinance, must be reviewed and approved by the City Attorney. Those documents, along with a deed conveying all common area lots to the HOA, must be recorded and proof of such submitted to Community Development staff prior to the sale of any of the townhomes.

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

Plat Commission. The Dakota County Plat Commission reviewed and approved the preliminary and final plat at their April 24, 2024 meeting.

RECOMMENDATION

The Kenyon Green final plat is consistent with the land use and housing policies of the Comprehensive Plan and complies with the requirements of the Zoning Ordinance and Subdivision Ordinance. City staff recommends approval of the final plat subject to the following stipulations:

1. The Kenyon Green final plat is approved subject to the developer entering into a development contract, submitting security requirements, and the stipulations and

requirements listed in the Engineering Division memorandum dated August 20, 2025 and any subsequent correspondence.

2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars, development contract, and all documents pursuant to the approved development contract.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.
4. Prior to the sale of any of the following Lots 2-17, Block 1, Developer shall (a) establish a Homeowners Association ("HOA"); (b) record HOA Declarations providing for HOA ownership and maintenance of Lot 2, Block 1, maintenance of the exterior maintenance of the townhome units located within Block 1 and maintenance of the private utilities, private roadways and private retaining wall located within Lot 2, Block 1; and (c) record a deed conveying Lot 2, Block 1 to the HOA. The HOA Declarations must be reviewed and approved by the City Attorney prior to recording.
5. Townhomes must meet the exterior materials requirements of Section 11-17-9 of the Zoning Ordinance.
6. The developer must submit dimensioned floor plans for the detached townhome units to verify compliance with the minimum requirements for above grade floor area established by Section 11-17-13 of the Zoning Ordinance.
7. The Developer shall provide a private declaration of easement for the shared access.



Memorandum

To: Heather Botten, Senior Planner
From: Jon Nelson, Assistant City Engineer
McKenzie Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director
Copy: Julie Stahl, Finance Director
Tina Goodroad, Community Development Director
Zach Johnson, City Engineer
Dave Mathews, Building Official
Date: August 20, 2025
Subject: Kenyon Green

- Final Plat
- Grading, Drainage and Erosion Control Plan
- Tree Preservation Plan
- Utility Plan

BACKGROUND

Ron Clark Construction submitted a final plat named Kenyon Green. The proposed subdivision is located north of 185th Street, west of Interstate 35, and south of and adjacent to Kenyon Avenue. The parent parcel consists of one metes and bounds parcel (PID No. 22-0130031010) zoned O-R, Office/Residential Transition District. The property was rezoned with the preliminary plat from O-R, Office/Residential Transition District to PUD, Planned Unit Development District.

The final plat consists of 15 attached townhome lots, one common area lot, one lot with a 49-unit apartment building, and one outlot on 6.49 acres. The Developer is dedicating 1.01 acres for 185th Street right-of-way and 0.48 acres for Kenyon Avenue right-of-way.

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

Outlot A: Wetlands and buffer; deeded to City (0.79 acres)

The development will be completed by:

Developer:	Ron Clark Construction & Design
Engineer/Surveyor:	Civil Site Group

SITE CONDITIONS

The Kenyon Green site consists of undeveloped land. The site was previously homesteaded, with a majority of the site naturally preserved and containing significant woodlands. All remnants of the homestead, including building materials, pads, driveways, aprons, and septic systems shall be removed, and all wells shall be abandoned with the final plat. The Developer must provide security with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations.

EASEMENTS

The final plat dedicates the necessary easements previously vacated with the preliminary plat.

Prior to recording of the final plat:

- A temporary easement and/or right-of-entry for grading shown outside of the plat boundary.

STREET AND SUBDIVISION LAYOUT

185th Street

Kenyon Green is located north of and adjacent to 185th Street, a Dakota County highway classified as a minor arterial. The 2022 Dakota County Plat Needs Map (rev. 10-27-22) identifies a half right-of-way need of 75 feet. The Developer is dedicating 1.01 acres for right-of-way for 185th Street over the area currently encumbered by a highway easement. The Dakota County Plat Commission recommended approval of the preliminary plat on February 20, 2024. The Developer is responsible for any requirements stipulated by Dakota County.

Kenyon Avenue

Kenyon Green is located south of and adjacent to Kenyon Avenue, a City roadway classified as a major collector. Kenyon Avenue is an existing two-lane undivided urban roadway. The Developer is dedicating 0.48 acres for right-of-way for Kenyon Avenue over the area currently encumbered by a street, utility, and drainage easement.

Private Roadway

Development of Kenyon Green includes the construction of privately-owned and maintained roadways and parking lot. The private roads and parking lot will provide access and connectivity to the townhome units and apartment parking lot.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction shall be from Kenyon Avenue.

PARKS, TRAILS, AND SIDEWALKS

Development of Kenyon Green includes the construction of public sidewalks. Five-foot-wide concrete sidewalks, with pedestrian curb ramps, will be installed along the south side of Kenyon Avenue from the west plat boundary to the proposed driveway access.

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

64 units	x \$3,042.00	= \$194,688.00
Total Units (High-Density) Kenyon Green	2025 Unit Rate (High-Density)	Park Dedication Fee Kenyon Green

UTILITIES

SANITARY SEWER

Kenyon Green is located within subdistrict OL-56200 of the Orchard Lake sanitary sewer district, as identified in the City's Comprehensive Sewer Plan. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor sewer monitored by meter M646. Wastewater treatment is provided by the Empire Wastewater Treatment Facility.

Development of Kenyon Green includes construction of privately owned and maintained sanitary sewer. Sanitary sewer will extend within the subdivision from an existing manhole located at the northwest corner of the site.

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

64 units	x \$327.00	= \$20,928.00
Total Units Kenyon Green	2025 Unit Rate	Sanitary Sewer Availability Charge Kenyon Green

WATERMAIN

Development of Kenyon Green includes construction of privately owned and maintained watermain. Watermain will extend within the subdivision from an existing stub located along the north plat boundary.

DRAINAGE AND GRADING

Kenyon Green is located primarily within subdistrict ML-024 of the Marion Lake stormwater district. The northerly property line is located within subdistrict ML-027. The easterly property line is located within subdistrict ML-22. The southerly property line is located within subdistrict ML-21.

Development of Kenyon Green includes the construction of privately-owned and maintained stormwater management systems to collect and treat the stormwater runoff generated from the site. The Developer shall establish a shared stormwater facility easement for the above ground stormwater pond and underground stormwater pond benefitting Lot 1, Block 1 and Lots 2-17, Block 1 of the Plat. The Developer shall enter into a Stormwater Maintenance Agreement with the City for the private stormwater management systems. The stormwater management design is consistent with the City's stormwater management ordinance.

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

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

STORM SEWER

Development of Kenyon Green includes construction of private storm sewer systems. Storm sewer will be constructed within the lots to collect and convey stormwater runoff generated from within the private roadways and lots to the private stormwater management basin located on the southwest of the site. The storm sewer systems will be privately-owned and maintained.

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

<u>Storm Sewer Charge Summary</u>	
Gross Area of Kenyon Green Addition	282,704.00 s.f.
Less Area of Outlot A (Wetland and Buffer)	(-) 34,412.00 s.f.
Less Area of 175 th Street and Diamond Path Right-of-Way	(-) 64,904.00 s.f.
Total Storm Sewer Charge Area (Multi-Family)	= 183,388.00 s.f.

183,388.00 s.f.	x \$0.198/s.f.	= \$36,310.82
Net Area	2025 Unit Rate	Storm Sewer Charge
Kenyon Green	(Multi-Family)	Kenyon Green

RETAINING WALLS

Development of Kenyon Green includes construction of private retaining walls. The Developer shall provide a security with the final plat to ensure the work is completed and certified in accordance with all applicable codes and regulations, including building permits and designs by a registered engineer for walls with a combined height over four feet, from the Building Inspections Division.

BUFFER YARD REQUIREMENTS

185th Street is a minor arterial roadway and Kenyon Avenue is a major arterial roadway as identified in the City's Transportation Plan. A buffer yard containing earth berms and/or plantings of a sufficient density to provide a visual screen and a reasonable buffer a minimum of ten feet in height shall be provided adjacent to 185th Street and Kenyon Avenue. A certified as-built grading plan of the buffer yard berm must be submitted and approved by City staff prior to the installation of any buffer yard plantings.

FEMA FLOODPLAIN ANALYSIS

Kenyon Green is shown on Flood Insurance Rate Map (Map No. 27037C0191E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, the lots within Kenyon Green are not located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

A wetland delineation for the site was completed for the site by Wenck. One wetland was identified. The wetland delineation was reviewed and approved on September 14, 2021. A replacement plan was submitted by Kjolhaug Environmental Services and approved on April 12, 2024. The replacement plan identified 0.1895 acres of wetland impact that will be replaced by wetland banking credits.

The remainder of the wetland and wetland buffer will be placed in Outlot A and deeded to the City. The developer will be responsible for restoration and maintenance of any areas of the buffer that are disturbed. Maintenance on the buffer will be for a minimum of 3 years once it is established.

The Developer shall install Natural Area Signs along all property lines abutting outlots that have Wetlands, buffers, or stormwater basins (9 locations). Final locations will be staked in the field and reviewed by City staff prior to installation.

TREE PRESERVATION

The tree inventory identifies 317 existing significant trees located within the Kenyon Green preliminary plat boundaries. The tree preservation plan proposes to save 64 of the significant trees. Measures to protect significant trees as identified in the Tree Preservation ordinance (10-4-11) are to be installed and followed from the start of construction to the end of construction.

EROSION CONTROL

The Developer is responsible for obtaining a MPCA Construction Permit for the site prior to construction. The permit requires that all erosion and sediment BMPs be clearly outlined in a site's SWPPP. Changes made throughout construction must be documented in the SWPPP.

Redundant silt fence is required along all waterways. Additional erosion control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer.

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

\$278,737.80	x 2% Grading Costs	= \$5,574.76
Grading Cost	2025 Rate	MS4 Administration Fee
Kenyon Green		Kenyon Green

SECURITIES

The Developer shall provide a Letter of Credit as security for the Developer-installed improvements relating to Kenyon Green. Construction costs are based upon cost estimates submitted by the Developer's engineer on July 24, 2025.

CONSTRUCTION COSTS

Sewer Connection	\$ 5,000.00
Water Connection	5,000.00
Storm Connection	5,000.00
Streets and Sidewalk	36,510.00
Grading, Drainage, Erosion Control, Restoration and Establishment of Buffers in City Outlots	278,737.80
SUBTOTAL - CONSTRUCTION COSTS	\$ 330,247.80

OTHER COSTS

Developer's Design (3.0%)	\$ 9,907.43
Developer's Construction Survey (2.5%)	8,256.20
City's Legal Expense (0.5%)	1,651.24
City Construction Observation (5.0%)	16,512.39
Developer's Record Drawing (0.5%)	1,651.24
Existing Structure Removals	10,000.00
Retaining Walls	95,000.00
Natural Area Signs	1,350.00
Landscaping	68,750.00
Streetlights	4,200.00
Lot Corners/Iron Monuments	1,800.00
SUBTOTAL - OTHER COSTS	\$ 219,078.50
TOTAL PROJECT SECURITY	\$ 549,326.30

The street light security totals \$4,200 which consists of three (3) mast-arm streetlights at \$1,400 each.

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$1,800.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

A cash fee of \$1,000.00 for traffic control signs shall be paid with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location.

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

$$\begin{array}{rclcl}
 64 \text{ units} & \times & \$40.48/\text{unit} & & = \$2,590.72 \\
 \text{Total Units} & & \text{2025 Rate} & & \text{Streetlight Operating Fee} \\
 \text{Kenyon Green} & & & & \text{Kenyon Green}
 \end{array}$$

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

$$\begin{array}{rclcl}
 15 \text{ units} & \times & \$61.52/\text{unit} & \times & 0.50 & & = \$461.40 \\
 \text{Total Units (Townhome)} & & \text{2025 Rate} & & \text{Utility Factor} & & \text{Environmental Resources Fee (Townhome)} \\
 \text{Kenyon Green} & & & & & & \text{Kenyon Green}
 \end{array}$$

$$\begin{array}{rclcl}
 49 \text{ units} & \times & \$61.52/\text{unit} & \times & 0.25 & & = \$753.62 \\
 \text{Total Units (Apartment)} & & \text{2025 Rate} & & \text{Utility Factor} & & \text{Environmental Resources Fee (Apartment)} \\
 \text{Kenyon Green} & & & & & & \text{Kenyon Green}
 \end{array}$$

\$461.40	+ \$753.62	= \$1,215.02
Total Townhome Fee Kenyon Green	Total Apartment Fee Kenyon Green	Environmental Resources Fee Kenyon Green

A cash fee for the preparation of addressing, property data, and City base map updating shall be paid with the final plat and is calculated as follows:

18 lots/outlots	x \$90.00/unit	= \$1,620.00
Lots/Outlots Kenyon Green	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee Kenyon Green

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

The Developer shall also pay a cash fee for City Engineering Administration. The fee for City Engineering Administration will be based on three percent (3.00%) of the estimated construction cost, or \$9,907.43.

CASH REQUIREMENTS

Park Dedication	\$ 194,688.00
Sanitary Sewer Availability Charge	20,928.00
Storm Sewer Charge	36,310.82
Traffic Control Signs	1,000.00
Streetlight Operating Fee	2,590.72
Environmental Resources Management Fee	1,215.02
MS4 Administration Fee	5,574.76
Property Data and Asset/Infrastructure Management Fee	1,620.00
City Engineering Administration (3.00%)	9,907.43
TOTAL CASH REQUIREMENTS	<u>\$ 273,834.75</u>

RECOMMENDATION

Engineering recommends approval of the final plat, grading, drainage and erosion control plan, tree preservation plan, and utility plan for Kenyon Green, subject to the requirements and stipulations within this report.



Date: 9/15/2025

Resolution accepting a donation from Lakeville Public Safety Foundation

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution to accept a donation for the purchase of two (2) AEDs valued at \$6,240.00 from the Lakeville Public Safety Foundation to the Lakeville Fire Department.

Overview

The Lakeville Fire Department has submitted a grant request to the Lakeville Public Safety Foundation seeking funding for two (2) BLS AEDs, which will be deployed on frontline apparatus to enhance emergency response capabilities and improve patient outcomes.

Supporting Information

1. LPSF AED(2) Grant
2. Zoll AED 3

Financial Impact: \$0.00 Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community, Good Value for Public Service Report Completed by: Michael Meyer, Fire Chief
--

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION ACCEPTING A DONATION FROM LAKEVILLE PUBLIC SAFETY
FOUNDATION**

**RESOLUTION ACCEPTING DONATION TO THE LAKEVILLE FIRE
DEPARTMENT**

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

WHEREAS, the City of Lakeville's Fire Department has received a donation from Lakeville Public Safety Foundation for the purchase of two (2) AEDS valued at \$6,240.000; and

WHEREAS, the donation is beneficial to the fire department.

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

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

ADOPTED by the Lakeville City Council this 15th day of September 2025

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



LPSF Grant Application

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

Date of Grant Application: 1 September 2025

Submit electronically to: info@lpsfmn.org

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

Lakeville Fire Department

Name of organization

9465 185th Street West Lakeville, MN 55044

Address

952-985-4700

Phone

Fax

Website

Mike Meyer

Fire Chief

952-985-4701

mmeyer@lakevillemn.gov

Name of Staff Executive

Title

Phone

E-mail

Tom Ness

Fire Captain

952-250-0375

tness@lakevillemn.gov

Name of Contact Person

Title

Phone

E-mail

Is your organization an IRS 501(c) (3) not-for-profit?

_____ Yes ____ **X** ____ No

If no, is your agency a public agency/gov't?

____ **X** ____ Yes _____ No

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

Name

Fiscal agent's EIN#

Address

Proposal Information

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

Please include the following:

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

Dollar amount requested: \$6,240

Total annual organization budget: \$5,425,176

Total project budget: \$6,240

Organization Information

Provide background on your organization:

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

Purpose of Grant

Project, program and operating funds requests:

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

Evaluation

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

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

Grant applications will be reviewed within 60 days of receipt.

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

Grant Proposal: Funding for Two Automated External Defibrillators (AEDs)

Introduction

Sudden cardiac arrest is one of the leading causes of death in the United States, often striking without warning and leaving only minutes for effective response. For every minute that defibrillation is delayed, the chance of survival decreases by 7–10%. Immediate access to an Automated External Defibrillator (AED) can mean the difference between life and death—not only for the community we serve but also for our own first responders.

Community Connection

We are deeply humbled by the generosity of Jane Graff, who has donated \$5,000 to support the purchase of life-saving equipment for the Lakeville Fire Department. This gift reflects the strong bond between our firefighters, their families, and the community. It is a meaningful reminder of the commitment to safety and service that extends across generations of public servants.

Need

The Lakeville Fire Department seeks to purchase two Zoll 3 BLS AEDs to be placed on frontline response vehicles. These AEDs are fully compatible with the advanced heart monitors already carried on our staff engines, ensuring seamless integration, reducing treatment time, and improving patient outcomes.

In addition to delivering defibrillation, these BLS AEDs provide enhanced monitoring tools, further supporting our firefighters—who are often the first to arrive at scenes of cardiac arrest, particularly with increasing EMS demands and ambulance delays. By equipping our frontline vehicles with AEDs, we can ensure faster, more effective interventions during the most critical moments.

Project Goal

This grant request seeks support from the Lakeville Public Safety Foundation (LPSF) to fund the remaining cost of this project: \$1,240. Combined with the generous \$5,000 donation already secured, this funding will allow us to:

- Expand AED coverage across our frontline fleet.
- Ensure rapid access to defibrillation for residents in need.
- Provide firefighters with essential tools to deliver immediate, lifesaving care.

Conclusion

The generosity of our community has already paved the way for this project. With the support of LPSF, we can ensure that this gift fulfills its greatest purpose—saving lives. By funding the purchase of these two AEDs, you

will directly enhance the safety and resilience of our community while honoring the enduring legacy of service represented by this donation.

Shopping Cart

ITEMS		PRICE	QTY	TOTAL
	ZOLL AED 3 Choose Configuration: BLS for Professionals & First Responders (+\$813.00) Part #: 8513-001103-01 w/Ext	\$3,120.00	2	\$6,240.00

Subtotal (2 items): \$6,240.00

Order Summary	
Subtotal	\$6,240.00
TOTAL	\$6,240.00

Complete your order online, by phone, or email.

- To order online, visit us at www.aedsuperstore.com.
- To order by phone, contact us at 800-419-5620.
- To order by email, contact us at sales@aedsuperstore.com and include a copy of your quote.

* LOWEST PRICE GUARANTEED *
WE WILL BEAT OR MATCH ANY COMPETITOR'S PRICE

Get \$200 Off



Date: 9/15/2025

**Supplemental Agreement with WSB for Professional Services
for Citywide Trail Gaps Improvement Project (Phase II)**

Proposed Action

Staff recommends adoption of the following motion: Move to approve WSB supplemental agreement for professional services for Final Engineering of the Citywide Trail Gaps Improvement Project (Phase II), City Project 23-06.

Overview

The City and Dakota County are partnering to complete the final engineering of the Citywide Trail Gaps Improvement Project (Phase II). City Project 23-06 is programmed in the City and County 5-year Capital Improvement Plans (2025-2029) to construct trail segments along Highview Avenue and Cedar Avenue and address missing trail segments in the City. Proposed improvements include:

- Construction of a trail segment on the west side of Highview Avenue between 168th Street and 172nd Street.
- Construction of a trail segment on the east side of Cedar Avenue between Gemini Trail and Shakespeare Boulevard.

WSB's supplemental agreement identifies the scope of services and estimated cost to complete the final engineering, and is subject to the Master Services Agreement dated September 20, 2021.

The City and County will share project responsibilities. City and County cost-shares will be consistent with adopted County 2040 Transportation Plan Cost Share policies and as established in the project's Joint Powers Agreement. The City is the lead agency; therefore, the total cost is reflected in this memo. The City's estimated net cost is \$26,076.

Supporting Information

1. 2025.09.05 WSB SA

Financial Impact: \$57,947 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Jon Nelson, Assistant City Engineer



September 5, 2025

Mr. Jonathan Nelson, PE
Assistant City Engineer - Lakeville
City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044

Re: WSB's Proposal for Lakeville's City Project No. 23-06 (City Wide Trail Gap Improvement) Revisions to Geotechnical Report and Final Plan Addendum.

Dear Mr. Nelson,

On behalf of WSB we are pleased to submit this Amendment for Professional Services Agreement, dated January 21, 2021, to provide engineering services to the City. Specifically, this proposal for the City of Lakeville's project (CP 23-06), offering comprehensive services to augment the existing geotechnical report. These services include conducting additional borings, preparing addendum documents for the final project plans, updating topographic surveys, facilitating utility coordination meetings, revising the engineer's estimate, preparing the MnDOT State-Aid submittal, and providing project bidding support as required.

Our project understanding, project team, and scope of services are below, and our proposed fee is in Appendix A.

PROJECT UNDERSTANDING

Lakeville completed the final plans for CP 23-06 in November 2024 in preparation for 2025 construction season. Due to field issues and needs for additional geotechnical information particular for the sheet pile wall portion of the project, the city elected to postpone the project for a 2026 construction. The city is looking for WSB to complete additional geotechnical information and request supplemental design items. The city is currently working to obtain the data files for the project incorporate with the plan updates. WSB will work with city staff to modernize specification language and be included in the overall design bid package updates.

PROJECT TEAM

WSB, with DJ Sosa, PE, as the Project Manager, understands the importance of strong and sustained communication, particularly with an expedited schedule, tied to sound and quality design and engineering. Below is our proposed team for this project.

Nic Hentges, PE, | Quality Manager
Marcus VanderBrug, PE | Design Lead
Khalil Mualin | Design Support/Utility Coordinator
Mark Osborn, PE | Geotechnical Engineer

Subconsultants:
Barr Engineering – Global Stability Analysis Lead
Arrowhead Engineering – Cone Penetration Test (CPT) Borings

SCOPE OF SERVICES

1.0 Project Management

DJ Sosa, PE, Project Manager (PM) will work closely with Jonathan Nelson, PE (Assistant City Engineer - Lakeville) to ensure the project stays on time, remains within budget, and is delivered with high quality standards. DJ will also support coordination with MnDOT State Aid Office. For project coordination, DJ will set up the weekly meetings with Ryan (assume 20 meetings, 30 mins). The check-in meetings will include scope review, budget performance, and schedule updates. As the Quality Manager, **Nic Hentges, PE**, will review the final plans, and other documents related to the project deliverables.

Marcus VanderBrug, PE, will lead the design and review available existing data the city will provide at the onset of the project. Marcus will also be supported by **Khalil Mualin** with design development and utility coordination.

2.0 Topographic Survey

WSB, with **Kyle Klasen's, PLS**, as task lead, will include publicly available LIDAR data for most of the trail segments and full conventional topographic survey for locations that require better accuracy and are adequate to update the plans. WSB Survey Crews will gather all the necessary survey data completed in the final plans and provide supplemental survey. We assume 40 hours to complete additional survey for the project.

The survey will be based on Dakota County Horizontal Coordinate System and NAVD88 vertical datum. Topographic survey shall be in Civil 3D CAD format. Utilities not captured in the original final plans on or above ground surface and utilities located underground (Gopher State One Call required) will also be captured.

3.0 Geotechnical Evaluation

WSB with **Mark Osborn, PE**, as the lead, will provide drilling services to include 2 SPT borings to 15-foot depths along the modular retaining wall, 2 SPT borings to 20-foot depths along the other modular retaining wall, 1 CPT boring to 60-foot depth for the sheet pile wall. The soil samples obtained from the SPT borings will be taken to our accredited laboratory for testing including moisture content, organic content, percent fines, direct shear, and other testing as necessary. WSB will provide boring layout and provide a public utility clearance via Gopher State One Call. Our services will include drill rig mobilization, mileage, and consumables such as grout and sand. The soils will be classified per USCS and boring logs prepared. A geotechnical report will be prepared that discusses allowable bearing capacity, estimated site corrections, and a global stability analysis.

4.0 Utility Coordination Meeting

Khalil will review the completed utility plans as part of the original project, set up utility coordination meetings (assume 3 – 1 hr), and develop updates to the utility maps.

5.0 Design Plan, Specifications, and Cost Estimate Updates (Addendum to signed plans):

Marcus will lead the final design by developing final construction plans, estimates, and specifications that meet all governing specifications for the project and conform to MnDOT State Aid requirements. WSB will provide construction plan sets and cost estimates as a supplement to the signed plans and will be included in the total bid package as a revision plan sheet(s). WSB will incorporate feedback received at each submittal from the City of Lakeville, Dakota County, and MnDOT State Aid staff from the submittal into the construction documents. WSB will also complete draft specifications for review and a full draft project manual, proposal, and bid document. Marcus will make sure all city provided special provisions are included in the documents as needed.

6.0 MnDOT State Aid Submittal

DJ and **Marcus** will assist with MnDOT State Aid coordination and submittal processes. DJ is responsible for arranging a meeting with MnDOT to clarify the requirements for amending the approved plans. Marcus will prepare and submit the required plans and related documentation to MnDOT State Aid for review and approval.

7.0 Project Bidding Support (as necessary)

DJ will serve as the primary point of contact for the city regarding bidding support throughout the project advertisement phase. Together with Marcus, DJ will assist in compiling the final plans, specifications, and other relevant documents necessary for advertising the plans. Additionally, DJ will coordinate responses to inquiries and issue addenda to the plan documents as needed prior to letting.

ASSUMPTIONS

WSB has based the scope of work and fee upon the following assumptions.

1. Notice to proceed begins September 15, 2025
2. Final plans complete by January 19, 2026
3. City of Lakeville to provide CAD files

PROPOSED FEE

Our budget was developed based on our understanding of the scope and experience with past construction projects in the City of Lakeville. We estimate an hourly not to exceed fee of **\$57,947**.

The proposed scope and fee presented herein represents our complete understanding of the project based on discussions with City staff. If you have any questions or concerns, please feel free to contact DJ Sosa at (612) 214-9244 | dsosa@wsbeng.com.

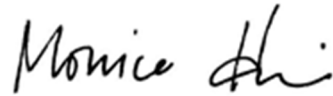
Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

WSB

A handwritten signature in black ink, appearing to read "DJ Sosa", with a large, stylized flourish extending from the end of the signature.

DJ Sosa, PE
Principal/Sr. Project Manager

A handwritten signature in black ink, appearing to read "Monica Heil", written in a cursive style.

Monica Heil, PE
Sr. Vice President of Municipal Services



Attachments

Cc: Travis Wieber, WSB

**ACCEPTED
BY:**

City of
Lakeville

By: _____
Luke Hellier, Mayor

Date: _____

Attest: _____
Ann Orlofsky, City Clerk

City of Lakeville
CP No. 23-06 Trail Gaps 2024
Trail Gap (Highview and Cedar Ave)
Detailed Cost Breakdown of Tasks



Task	Description	PM	Quality Manager	Design Lead	Design Support	Survey Chief	2-Person Survey	Geotech Engineer	Geotech Support	Project Controls	Total Hours	Cost
1.0	Project Management											
1.1	PM Meetings (assume 20 - 30 mins ea)	10		10						2	22	\$ 4,784.00
1.2	QA/QC		4								4	\$ 1,004.00
2.0	Topographic Survey											
2.1	Supplemental Survey					4	20				24	\$ 6,392.00
3.0	Geotechnical Evaluation											
3.1	Site Investigation							8	32		40	\$ 6,640.00
3.2	Geotechnical Report							8	40		48	\$ 7,864.00
4.0	Utility Coordination											
4.1	Utility Meeting (assume 3 - 1 hr ea)				3						3	\$ 444.00
4.2	Utility Map Update				4						4	\$ 592.00
5.0	Design Plan, Specs, & Cost Estimate											
5.1	Draft Plans			8	8						16	\$ 2,680.00
5.2	Final Plans, Estimates & Specs			8	8						16	\$ 2,680.00
6.0	MnDOT State Aid Submittal											
6.1	Coordination and Submittal	4		4							8	\$ 1,804.00
7.0	Project Bidding Support											
7.1	Bidding documents - assemble	4		4							8	\$ 1,804.00
7.2	Respond to RFI & Addendum	4		4							8	\$ 1,804.00
Total Hours		22	4	38	23	4	20	16	72	2	201	
2025 Hourly Costs		\$264.00	\$251.00	\$187.00	\$148.00	\$273.00	\$265.00	\$218.00	\$153.00	\$137.00		
Fee		\$5,808.00	\$1,004.00	\$7,106.00	\$3,404.00	\$1,092.00	\$5,300.00	\$3,488.00	\$11,016.00	\$274.00		\$38,492.00
Expenses	Geotech - SPT Borings											\$3,455.00
	Geotech - CPT Borings											\$6,000.00
	Geotech - Global Stability Report											\$10,000.00
TOTAL												\$57,947.00



Date: 9/15/2025

Temporary on-sale liquor license to Pawsitive Perspectives Assistance Dogs (PawPADs)

Proposed Action

Staff recommends adoption of the following motion: Move to approve the issuance of a temporary on-sale liquor license to the Pawsitive Perspectives Assistance Dogs (PawPADs).

Overview

Pawsitive Perspectives Assistance Dogs, also known as PawPADs, would like to serve alcohol at Casperson Park for their fall fundraiser on October 4, 2025. The event will be outdoors at the live music stage; the serving area will be seated in the arc of the lawn facing the band shell. 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
