



AGENDA CITY COUNCIL MEETING

October 20, 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
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 10/06/2025 City Council Minutes
 - c. 2026 Health and Dental Rates Resolution
 - d. Encroachment Agreement with Ulrich for Private Improvements on Public Property
 - e. Supplemental Agreement with WSB for Professional Services for Lake Marion Greenway
 - f. Resolution Setting Dates for the 2026 City Council Meetings
 - g. Agreement for Snow Removal Services
 - h. Deferment of Special Assessments for Senior Citizens, Disabled and Military
 - i. Ritter Meadows Private Recreation Building Conditional Use Permit
 - j. Agreement with Xcel Energy to Replace Streetlights on County Road 50
 - k. Launch Park Fourth Addition Development Contract and Stormwater Maintenance Agreement
 - l. Temporary On-Sale Liquor License and Resolution approving off-site Charitable Gambling Permit to Lakeville Hockey Association
 - m. Spirit of Brandtjen Farm Commercial 7th Addition Development Contract

City Council Meeting Agenda
October 20, 2025

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- n. Taco Bell Conditional Use Permit
 - o. Accepting a Donation from State Farm for Fire Prevention Material
- 7. Action Items
 - 8. Unfinished Business
 - 9. New Business
 - 10. Announcements
 - a. Next Work Session Monday, October 27, 2025
 - b. Next City Council Meeting Monday, November 3, 2025
 - 11. Adjourn



Date: 10/20/2025

Check Register Summary

Proposed Action

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

Overview

Checks	327414-	\$4,329,949.82
	327566	
ACH/EFT	22866-	\$4,517,472.99
	22996	
Total		\$8,847,422.81

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. 10.07.25 CKSUM-ACH-EFT
2. 10.07.25 CKSUM-Checks
3. Check Register 10.07.25 for October 20, 2025 Council Mtg - Checks
4. Check Register 10.07.25 for October 20, 2025 Council Mtg - ACH-EFT

Financial Impact: \$8,847,422.81 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	244,967.98
2000 COMMUNICATIONS FUND	849.70
4000 BUILDING FUND	173,593.95
4100 EQUIPMENT FUND	56,802.93
4161 ARENAS CAPITAL IMPROVEMENTS	8,155.63
4200 PARK DEDICATION FUND	550,466.37
4401 TRAIL IMPROVEMENT FUND	9,840.00
4500 PARK IMPROVEMENT FUND	2,765.17
4710 2023A PARK BONDS	325.53
4720 2024A PARK BONDS	7,412.71
5200 STATE AID CONSTRUCTION FUND	1,548,639.93
5300 PAVEMENT MANAGEMENT FUND	335,548.12
5500 WATER TRUNK FUND	367,824.82
6590 2023 STREET RECONSTRUCTION	5,639.75
6595 24-02 STREET RECONSTRUCTION	35.00
6597 2025 STREET PROJECTS	557,298.74
7450 ENVIRONMENTAL RESOURCES FUND	16,276.50
7575 STREET LIGHTING FUND	74.16
7600 WATER FUND	195,883.75
7700 SEWER FUND	10,903.76
7800 LIQUOR FUND	419,170.78
8000 ESCROW FUND	2,812.98
8910 ESCROW - DCA/SECTION 125	2,173.73
8970 LAKEVILLE ARENAS - OPERATIONS	11.00
Report Total:	4,517,472.99

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	929,045.13
2000 COMMUNICATIONS FUND	41.42
3125 2025A FIRST CENTER	1,608.00
4000 BUILDING FUND	2,499,638.81
4100 EQUIPMENT FUND	151.73
4125 TECHNOLOGY FUND	4,737.70
4161 ARENAS CAPITAL IMPROVEMENTS	6,232.25
4500 PARK IMPROVEMENT FUND	3,000.00
4710 2023A PARK BONDS	24,320.92
4720 2024A PARK BONDS	309,028.67
5200 STATE AID CONSTRUCTION FUND	6,360.00
5300 PAVEMENT MANAGEMENT FUND	40,273.10
7450 ENVIRONMENTAL RESOURCES FUND	132.95
7575 STREET LIGHTING FUND	16,912.29
7600 WATER FUND	90,266.02
7700 SEWER FUND	12,842.21
7800 LIQUOR FUND	212,266.67
7900 MUNICIPAL RESERVES FUND	3,625.00
8000 ESCROW FUND	168,750.00
9800 PAYROLL CLEARING FUND	716.95
Report Total:	4,329,949.82



MINUTES CITY COUNCIL MEETING

October 6, 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

Absent: Council Member Volk

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

3. Citizen Comments

Brian Cohn, with the organization *Moms Demand Action* spoke in support of legislation restricting assault weapons.

4. Additional agenda information

None

5. Presentations/Introductions

a. Civic Pledge Proclamation

Mayor Lee proclaimed the week of October 6th-10th, 2025, as a week to stand together for respect, dialogue, and democracy.

b. Recognition of Police Department Promotions

Police Chief Paulson recognized recent promotions within the Lakeville Police Department, including the following staff:

Lieutenants: Jeff Hanson, Thor Howe, and Jeremy Lerfald

Sergeants: Thomas Danielson, Allison Shank, Nicholas Jacobson, Sarah Urman, and Casey King

c. Public Works Department Quarterly Update

Public Works Director Paul Oehme presented the Public Works Quarterly Report

6. Consent Agenda

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

- a. Check Register Summary
- b. Minutes of the 09/15/2025 City Council Meeting
- c. Minutes of the 09/22/2025 City Council Work Session
- d. Resolution Awarding Construction Contract and Authorizing Funding for Launch Park Wetland Restoration
- e. Resolution Awarding Construction Contract to Sunram Construction for Stormwater Management Basin Maintenance
- f. Amendment to Contract with Summit Fire Protection Corporation
- g. Contract for City Hall Interior Painting
- h. Contract for Lakeville Area Art Center Boiler Replacement
- i. Authorize Funding and Approve Landscaping Services with Friedges Landscaping for Avonlea 4th Addition and Avonlea 5th Addition
- j. Professional Services Supplemental Agreement to Repaint the Water Tower in the Dakota Heights Neighborhood
- k. Lease Agreement for Storage of Public Works Equipment
- l. Authorize Early Decertification of TIF 22 and Return Excess Tax Increment Funds to Dakota County
- m. Call Public Hearing Relating to Imposition of Service Charge for Special Services District No.1
- n. Resolution Approving the Selection of the Brazos Citation Software Solution
- o. Kenyon Green Encroachment Agreement
- p. Rescue Truck Purchase
- q. Resolution Appointing Members to the Youth Advisory Commission
- r. Change Order for Highview Ave Trail Repair and Laigle Ave Cul-de-sac Installation
- s. DNR License for Utility to Cross Public Waters
- t. Amend the 2025 General Fund and Building Fund Budgets
- u. Resolution Authorizing Temporary Closing of City Streets for the Downtown Lakeville Boo (DLBoo) Event
- v. Master Agreement with Lakeville Lacrosse for Facility Use
- w. Contract with Action Target to Supply Tactical Wall System for the FiRST Center
- x. Amelia Meadows 2nd Addition Final Plat
- y. Master Agreement with Lakeville Baseball Association for Facility Use and Sponsorships
- z. Supplemental Agreement with Irrigation by Design, Inc. (IBD) for King Park Irrigation Filtration Installation

- aa. APPRO Development/NPL Expansion - Site Improvement Performance Agreement
- bb. Naming Rights Agreement Between the City of Lakeville, Lakeville Baseball Association and Jeff Belzer's Todd Chevrolet, Incorporated for the Grand Prairie Park Grandstand
- cc. Resolution Awarding Agreement for Abatement and Demolition with Rachel Contracting at 17622 Dodd Boulevard
- dd. Supplemental Agreement with Bolton & Menk for Professional Services for Platting of 17622 Dodd Boulevard
- ee. Marketplace At Cedar Final Plat

7. Action Items

a. Acknowledge Receipt of 2024 Annual Comprehensive Financial Report

Finance Director Stahl presented the 2024 Annual Comprehensive Financial Report (ACFR) and auditor communications for City Council review and approval. The audit, conducted by CliftonLarsonAllen, LLP, resulted in an unmodified opinion indicating the City's financial statements fairly present its financial position as of December 31, 2024.

Mr. Ezra Koetz, Manager with CliftonLarsonAllen, provided an overview of the audit findings. The report was finalized and submitted to the State Auditor's Office and the Government Finance Officers Association by the extended September 30, 2025, deadline. The delay was attributed to staff transitions and the City's ERP conversion process. Staff anticipates the 2025 report will return to the standard schedule.

Motion was made by Bermel, seconded by Wolter, to acknowledge receipt of the City of Lakeville Annual Comprehensive Financial Report for the Year Ended December 31, 2024.

Roll call vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Wolter
Absent: Council Member Volk

b. Public Hearing on the application for LFT Club Operations Company, Inc. dba "Lifetime" for an On-Sale Intoxicating Liquor License

Lifetime, 18425 Dodd Boulevard, applied for an On-Sale Intoxicating Liquor License to serve alcoholic beverages at its Outdoor Bistro and pool deck. The business currently holds an On-Sale Wine and 3.2% Malt Liquor License. A background investigation conducted by the Police Department revealed no basis for denial.

Mayor Hellier opened the public hearing at 6:49 p.m.

There were no comments from the public.

Motion was made by Bermel, seconded by Lee, to close the public hearing at 6:50 p.m.

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

Absent: Councilmember Volk

Motion was made by Lee, seconded by Bermel, to grant an On-Sale Intoxicating Liquor License for LFT Club Operations Company, Inc. at 18425 Dodd Boulevard.
Roll call vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Wolter
Absent: Council Member Volk

c. Public Hearing for the Proposed 2026-2030 Capital Improvement Plan and Street Reconstruction Plan and the Intent to Issue General Obligation Street Reconstruction Bonds and General Obligation Capital Improvement Bonds

Finance Director Julie Stahl, and City Engineer Zach Johnson presented the proposed 2026–2030 Capital Improvement Plan (CIP) and Street Reconstruction Plan, along with a resolution declaring the City’s intent to issue general obligation street reconstruction bonds and general obligation capital improvement bonds.

The CIP provides the financial framework for infrastructure improvements over the next five years and was previously discussed at the August 25, 2025, work session. Following coordination with Dakota County and further staff review, several project adjustments were made, including schedule changes, cost updates, and fund consolidations.

The Planning Commission reviewed the 2026–2030 CIP at its September 18, 2025, meeting and recommended adoption, finding the plan consistent with the Comprehensive Plan.

Adoption of the resolutions provides the City with the flexibility to issue bonds for eligible projects as outlined but does not authorize specific bond sales or project approvals. Approval of the Street Reconstruction Plan required a two-thirds vote of the Council.

Mayor Hellier opened the public hearing at 7:03 p.m.

Bob Erickson, 19081 Inndale Drive, addressed the City Council. Mr. Erickson added that if project 26-09 is approved, it would be subject to the AUAR approval.

There were no other public comments.

Motion was made by Bermel, seconded by Lee, to close the public hearing at 7:08 p.m.
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Wolter
Absent: Councilmember Volk

Motion was made by Bermel, seconded by Wolter, to approve all three of the 1) Resolution Adopting the 5-Year Capital Improvement Plan (2026–2030) and Approving the Issuance of General Obligation Capital Improvement Bonds, 2) the Resolution Adopting the 5-Year Street Reconstruction Plan (2026–2030) and Approving the Issuance of General Obligation Street Reconstruction Bonds, and 3) the Resolution Declaring the Official Intent of the City of Lakeville to Reimburse Certain Expenditures from the Proceeds of Bonds to be Issued by the City.
Roll Call vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Wolter
Absent: Council Member Volk

d. Public Hearing and Resolution Adopting Assessment for Unpaid Special Charges

Finance Director Julie Stahl presented information regarding the assessment of unpaid special charges to property taxes in accordance with State Statute. These charges include costs incurred by the City for nuisance abatement activities such as grass mowing, weed removal, property maintenance, false alarm fees, unpaid utility bills, and tree removal charges.

Public notice of the assessment hearing was mailed to affected property owners, posted on the City's website, and published in the newspaper.

Delinquent Utility Bills: Delinquent utility accounts will be certified to property taxes, including a \$50 service charge and interest at a rate of 18% per annum from October 6, 2025, through December 31, 2026. Approximately six percent of Lakeville utility customers are affected by the certification process.

Nuisance Abatement and False Alarm Charges Affected parcels will be assessed the actual contractual costs incurred, reinspection fees, a \$50 administrative fee, and interest at 18% per annum from October 6, 2025, through December 31, 2026.

Tree Removal Charges Affected parcels will be assessed the actual contractual cost incurred, a \$50 administrative fee, and interest at a rate of 4.3% per annum for the assessment period specified.

Mayor Hellier opened the public hearing at 7:11 p.m.

There were no comments from the public.

Motion was made by Lee, seconded by Wolter, to close the public hearing at 7:12 p.m. Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Wolter
Absent: Council Member Volk

Motion was made by Lee, seconded by Bermel, to approve the Resolution Adopting Assessments for the Unpaid Special Charges.
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Wolter
Absent: Council Member Volk

e. Chart House Conditional Use Permit Amendment and Variance

George Maverick, owner of the Chart House restaurant and banquet facility, requested approval to demolish the existing detached bar building and construct a new 2,660-square-foot structure.

Community Development Director Tina Goodroad explained the project required a variance from the minimum setback from Kingsley Lake and an amendment to the existing conditional use permit to allow impervious surface coverage exceeding 25% but remaining below the 50% maximum permitted for a natural environment lake.

The Planning Commission held a public hearing on September 18, 2025, and received no public comments. The Commission unanimously recommended approval of the

conditional use permit amendment and variance, subject to the conditions outlined in the resolutions.

Motion was made by Wolter, seconded by Bermel, to approve 1) a conditional use permit amendment to exceed 25% impervious surface and the findings of fact, and 2) a variance from the minimum setback requirement from Kingsley Lake and the findings of fact for 11287 Klamath Trail

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

Absent: Council Member Volk

f. Launch Park Fourth Addition Preliminary and Final Plat

Jim French, with Lakeville Flexspace, LLC, submitted a preliminary and final plat for Launch Park Fourth Addition, consisting of one lot and one outlot on a 20-acre parcel.

Community Development Director Tina Goodroad presented the staff report and added that Lot 1 (eight acres) is proposed for a garage condominium development, which is a permitted use in the I-2, General Industrial District. The outlot (12 acres) is reserved for future industrial development.

The Planning Commission held a public hearing on September 18, 2025, and received no public comments. The plans were reviewed by Community Development, Fire, Engineering, and Parks & Recreation staff. Final plat approval is contingent upon execution of the Development Contract, which will be presented to the City Council once finalized.

Motion was made by Bermel, seconded by Wolter, to approve a resolution approving the preliminary and final plat of Launch Park Fourth Addition.

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

Absent: Council Member Volk

g. Spirit of Brandtjen Farm Commercial 7th Addition Preliminary and Final Plat

Rodney Hintz, with MSP Commercial Pilot Knob LLC, requested approval of the Spirit of Brandtjen Farm Commercial 7th Addition preliminary and final plat consisting of one lot and one outlot to allow construction of a 9,205-square-foot commercial building to house the Grow Pediatrics clinic and additional tenant space. The request also included vacation of an underlying public drainage and utility easement associated with the site.

Community Development Director Tina Goodroad presented the staff report and explained that the property is located south of 160th Street (CSAH 46) and east of Pilot Knob Road (CSAH 31), directly south of Valvoline Instant Oil Change and north of Hy-Vee.

The Planning Commission held a public hearing on September 4, 2025, and unanimously recommended approval of the plat and easement vacation. No public comments were received.

Motion was made by Lee, seconded by Bermel, to approve 1) a resolution approving

the Spirit of Brandtjen Farm Commercial 7th Addition preliminary and final plat, and
2) a resolution vacating a public drainage and utility easement.

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

Absent: Council Member Volk

8. Unfinished Business

None

9. New Business

None

10. Announcements

a. Next City Council Meeting October 20, 2025

b. Next City Council Work Session October 27, 2025

11. Adjourn

Motion was made by Lee, seconded by Wolter, to adjourn at 7:30 p.m.

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

Absent: Council Member Volk

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 10/20/2025

2026 Health and Dental Rates Resolution

Proposed Action

Staff recommends adoption of the following motion: Move to approve the 2026 health and dental rates resolution.

Overview

Every year the city's health and dental rates are published to show the official breakdown of employer and employee costs. This provides transparency to employees during open enrollment when they are asked to make elections for 2026 benefit offerings.

For 2026, health insurance rates increased by an overall percentage of 4.94%. Actual increase amounts differ for each plan and network offered. The attached health insurance rates reflect the appropriate increases and offer an employer contribution consistent with the prior years' approval. The Park Nicollet and Vantage networks on the 80/20 high-deductible health plan are used as the base plan offerings. Using the base plan, the employer contribution is 100% of single coverage, 95% of employee+child(ren), 90% of employee+spouse and 80% of family coverage. These amounts are then applied to the other plan options and networks.

The total amount of HRA/VEBA and HSA employer contributions remains the same annual amounts as last year. However, this year, it is proposed to allow employees the option to re-allocate a percentage (50%) of the employer's HSA to be used to offset the employee's health premium. This option is only available to those on an HSA plan and those employee groups accepting monthly HSA contributions. Those with an HRA/VEBA account can only receive funding for their HRA/VEBA through the employer contribution. Therefore, it's important that the funding for this plan is remitted to the HRA/VEBA account. This offering is only available to certain HSA plan options/networks due to the percentage level being offered.

There are no changes to dental premiums or coverage from 2025 to 2026. It is proposed that the city continue to contribute the full amount of single coverage (\$55.69) and apply that amount to the following tiers: employee+1 and family coverage.

All benefit liabilities are reflective in the city's proposed 2026 budget.

Supporting Information

1. 2026 Health and Dental Rates Resolution

Financial Impact: \$ Budgeted: Yes Source: General Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Alissa Frey, Human Resources Director

CITY OF LAKEVILLE

RESOLUTION NO. ____

Resolution Approving Employee Health and Dental Insurance Rates for 2026

WHEREAS, the City Council will establish insurance plans that will be provided; and

WHEREAS, the City Council will establish the costs the City will pay for employee and dependent coverage under City group health and dental insurance programs; and

WHEREAS, the City Council chooses to promote employee wellness;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville that the following monthly cost responsibility is approved for the Minnesota Healthcare Consortium (MHC) health insurance plans (A & B) and Health Partners dental insurance plan (C) effective January 1, 2026:

A. Minnesota Healthcare Consortium (MHC) Health Insurance Plans			
Park Nicollet First ACO & VantagePlus ACO	MONTHLY PREMIUM COSTS		
	Employee	Employer	Total Premium
High Deductible 3400/HSA (80/20%)			
Employee	0.00	766.58	766.58
EE + Child(ren)	76.00	1,454.16	1,530.16
EE + Spouse	165.00	1,486.18	1,651.18
Family	403.00	1,613.84	2,016.84
High Deductible 3400/HSA (100/0%)			
Employee	43.00	766.98	809.98
EE + Child(ren)	162.00	1,454.82	1,616.82
EE + Spouse	258.00	1,486.68	1,744.68
Family	517.00	1,614.04	2,131.04
High Deductible 2500/VEBA (80/20%)			
Employee	64.00	766.98	830.98
EE + Child(ren)	204.00	1,454.74	1,658.74
EE + Spouse	303.00	1,486.92	1,789.92
Family	572.00	1,614.32	2,186.32
Medica Elect	MONTHLY PREMIUM COSTS		
	Employee	Employer	Total Premium
High Deductible 3400/HSA (80/20%)			
Employee	22.00	767.12	789.12
EE + Child(ren)	121.00	1,454.18	1,575.18
EE + Spouse	213.00	1,486.74	1,699.74
Family	462.00	1,614.16	2,076.16
High Deductible 3400/HSA (100/0%)			
Employee	67.00	766.80	833.80

EE + Child(ren)	210.00	1,454.36	1,664.36
EE + Spouse	309.00	1,486.98	1,795.98
Family	579.00	1,614.72	2,193.72
High Deductible 2500/VEBA (80/20%)			
Employee	88.00	767.42	855.42
EE + Child(ren)	253.00	1,454.54	1,707.54
EE + Spouse	356.00	1,486.56	1,842.56
Family	636.00	1,614.62	2,250.62
MONTHLY PREMIUM COSTS			
Medica Choice Passport	Employee	Employer	Total Premium
High Deductible 3400/HSA (80/20%)			
Employee	135.00	766.84	901.84
EE + Child(ren)	346.00	1,454.20	1,800.20
EE + Spouse	456.00	1,486.56	1,942.56
Family	758.00	1,614.74	2,372.74
High Deductible 3400/HSA (100/0%)			
Employee	186.00	766.92	952.92
EE + Child(ren)	447.00	1,455.14	1,902.14
EE + Spouse	566.00	1,486.56	2,052.56
Family	893.00	1,614.10	2,507.10
High Deductible 2500/VEBA (80/20%)			
Employee	211.00	766.64	977.64
EE + Child(ren)	497.00	1,454.46	1,951.46
EE + Spouse	619.00	1,486.80	2,105.80
Family	958.00	1,614.14	2,572.14

Eligible employees actively enrolled in one of the above health plans will receive a monthly employer contribution to either their HSA or HRA/VEBA account (depending on plan enrollment).

Employer contribution	Monthly	Total Annually
Employee	\$176.67	\$2,120.00
Employee + child(ren)	\$218.33	\$2,620.00
Employee + spouse	\$218.33	\$2,620.00
Family	\$238.33	\$2,860.00

B. Minnesota Healthcare Consortium (MHC) Health Insurance Plans (50% Offset Option)				
Park Nicollet First ACO & VantagePlus ACO	MONTHLY PREMIUM COSTS			
	Employee	Employer	Total Premium	HSA Contribution
High Deductible 3400/HSA (80/20%)				
EE + Spouse	55.84	1,595.34	1,651.18	109.17
Family	283.84	1,733.00	2,016.84	119.17
High Deductible 3400/HSA (100/0%)				
EE + Child(ren)	52.84	1,563.98	1,616.82	109.17
EE + Spouse	148.84	1,595.84	1,744.68	109.17
Family	397.84	1,733.20	2,131.04	119.17
Medica Elect	MONTHLY PREMIUM COSTS			
	Employee	Employer	Total Premium	HSA Contribution
High Deductible 3400/HSA (80/20%)				
EE + Child(ren)	11.84	1,563.34	1,575.18	109.17
EE + Spouse	103.84	1,595.90	1,699.74	109.17
Family	342.84	1,733.32	2,076.16	119.17
High Deductible 3400/HSA (100/0%)				
EE + Child(ren)	100.84	1,563.52	1,664.36	109.17
EE + Spouse	199.84	1,596.14	1,795.98	109.17
Family	459.84	1,733.88	2,193.72	119.17
Medica Choice Passport	MONTHLY PREMIUM COSTS			
	Employee	Employer	Total Premium	HSA Contribution
High Deductible 3400/HSA (80/20%)				
Employee	46.67	855.17	901.84	88.34
EE + Child(ren)	236.84	1,563.36	1,800.20	109.17
EE + Spouse	346.84	1,595.72	1,942.56	109.17
Family	638.84	1,733.90	2,372.74	119.17
High Deductible 3400/HSA (100/0%)				
Employee	97.67	855.25	952.92	88.34
EE + Child(ren)	337.84	1,564.30	1,902.14	109.17
EE + Spouse	456.84	1,595.72	2,052.56	109.17
Family	773.84	1,733.26	2,507.10	119.17

<i>C. HealthPartners Dental Insurance</i>			
	MONTHLY PREMIUM COSTS		
	Employee	Employer	Total Premium
Employee	0.00	55.69	55.69
EE + 1	44.83	55.69	100.52
Family	109.42	55.69	165.11

ADOPTED by the Lakeville City Council this 20th day of October 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 10/20/2025

Encroachment Agreement with Ulrich for Private Improvements on Public Property

Proposed Action

Staff recommends adoption of the following motion: Move to approve Encroachment Agreement with Thomas and Elisabeth Ulrich for private improvements on public property.

Overview

Thomas and Elisabeth Ulrich (16813 Edinburg Way) request approval for an existing privately-owned and maintained sidewalk on public property. The property owners will own and maintain the sidewalk and are responsible for removing the private improvements if the City determines the public property must be utilized.

Supporting Information

1. Encroachment Agreement

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

Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities

Report Completed by: Jonathan Nelson, Assistant City Engineer

(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this _____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **THOMAS ULRICH (aka THOMAS M. ULRICH) AND ELISABETH S. ULRICH (AKA ELIZABETH A. SCHAUBACH ULRICH)**, married to each other, (“Owners”).

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

PID 22-47051-05-049

CIC #362 Mallard Shores Condominium Unit # 49
Lot 7, Block 1, Mallard Shores 2nd Addition, Dakota County, Minnesota,
according to the recorded plat thereof.

(Abstract Property)

having a street address of 16813 Edinburg Way, Lakeville, Minnesota 55024 (“Subject Property”).
The City is the owner of Outlot A, Mallard Shores, Dakota County, Minnesota “City Property”).
Owners have installed a sidewalk on the east side of the Subject Property which encroaches on the City Property as depicted on the survey sketch attached hereto as Exhibit “A”.

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment of the sidewalk within the City Property. Further conditions of encroachment approval are as follows:

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

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

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

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

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

PROPERTY OWNERS:

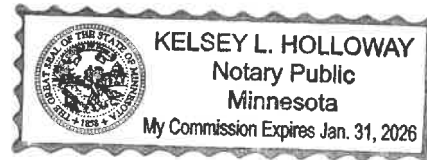
Thomas M Ulrich
Thomas Ulrich

Elisabeth S Ulrich
Elisabeth S. Ulrich

STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 9th day of October, 2025, by **Thomas Ulrich (aka Thomas M. Ulrich)**, spouse to Elisabeth S. Ulrich.

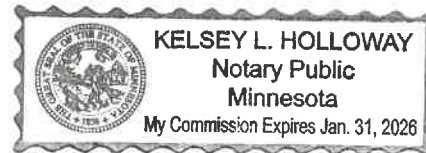
Kelsey L Holloway
Notary Public



STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 9th day of October, 2025, by **Elisabeth S. Ulrich (aka Elizabeth A. Schaubach Ulrich)**, spouse to Thomas Ulrich.

Kelsey L Holloway
Notary Public



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

EXHIBIT "A"

Surveyor's Certificate

SURVEY FOR
DESCRIBED AS

Wright Homes Inc

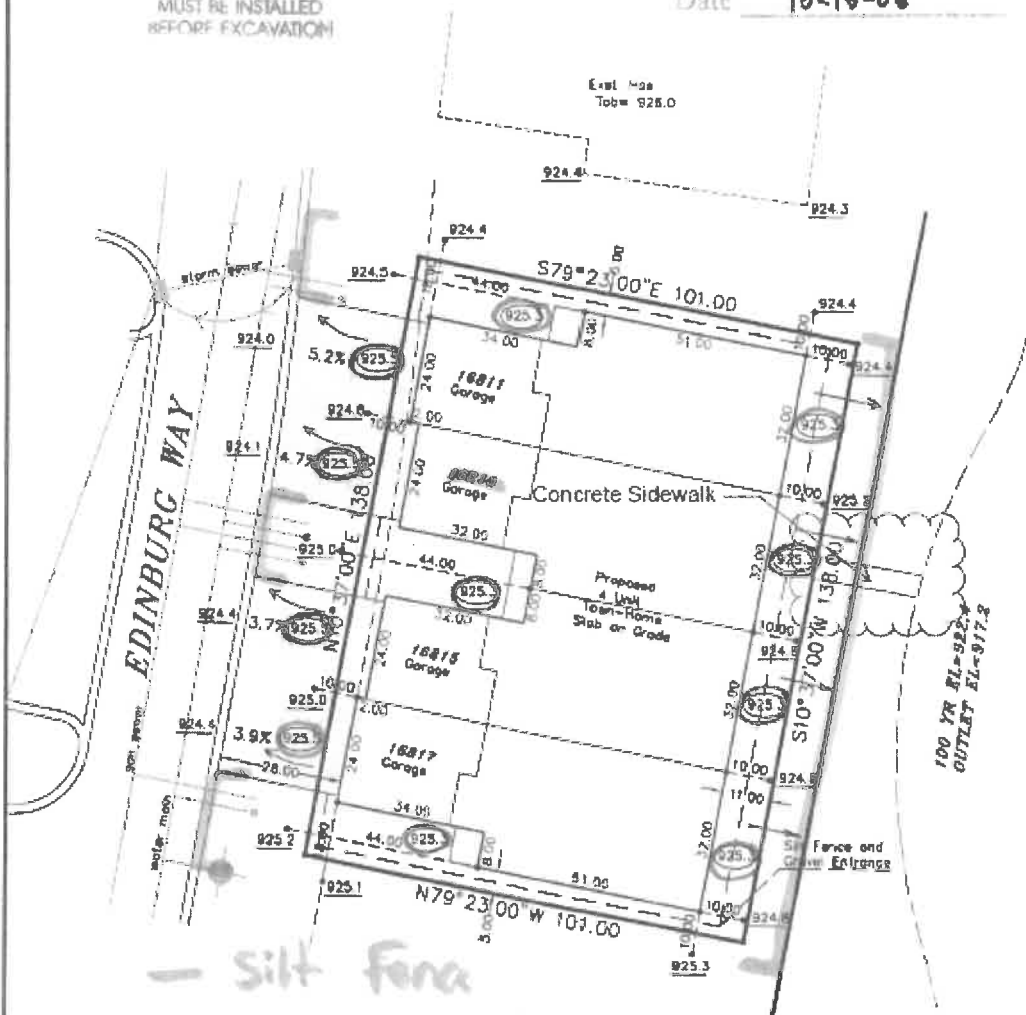
City Copy

Lot 7, Block 1, MALLARD SHORES 2ND ADDITION, City of Lakeville, Dakota County,
Minnesota and reserving easements of record.

ENGINEERING REVIEWED

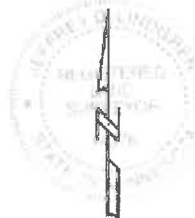
Date 10-18-06

EROSION CONTROL
MUST BE INSTALLED
BEFORE EXCAVATION



PROPOSED ELEVATIONS

Top of Foundation = 926.0
Garage Floor = 925.6
Basement Floor = Slab
Approx. Sewer Service = Verify
Proposed Elev. =
Existing Elev. =
Drainage Directions =
Denotes Offset Stake = •



SCALE: 1 inch = 30 feet

BENCHMARK,

TNHPLOT KNOB & 178TH ST.
EL-926.27

MIN. SETBACK REQUIREMENTS

Front - 25' House Side - 25'
Rear - N/A Garage Side - N/A

HEDLUND

PLANNING ENGINEERING SURVEYING

2005 PK Oak Drive
Eagan, MN 55122
Phone: (651) 405-6600
Fax: (651) 405-6606

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION
OF THE BOUNDARIES OF THE ABOVE DESCRIBED PROPERTY AS SURVEYED
BY ME OR UNDER MY DIRECT SUPERVISION AND DOES NOT PURPORT TO
SHOW IMPROVEMENTS OR ENCROACHMENTS, EXCEPT AS SHOWN.

DATE 10/18/06

Jeffrey D. Lindgren
JEFFREY D. LINDGREN, LAND SURVEYOR
MINNESOTA LICENSE NUMBER 11376

JOB NO.

08R-420

BOOK:

PAGE:

CAD FILE:



Date: 10/20/2025

Supplemental Agreement with WSB for Professional Services for Lake Marion Greenway

Proposed Action

Staff recommends adoption of the following motion: Move to approve WSB supplemental agreement for professional services for the Lake Marion Greenway, City Project 26-15.

Overview

The City and Dakota County are partnering to construct segments of the Lake Marion Greenway, City Project 26-15. The Lake Marion Greenway is a multi-phased project designed to provide connectivity to existing City and County trail systems, and to improve bicyclist and pedestrian safety. Once completed, the greenway will travel 20 miles through the cities of Burnsville, Credit River, Farmington, Lakeville and Savage.

The City Council approved a supplemental agreement for professional services on January 21, 2025. The original agreement was based on a project scope developed using the best available data along the corridor and results from previous projects of similar scope. This supplemental agreement reflects changes to the project scope that were identified during preliminary engineering, including: a) guidance/support with preparing applications for grant funding opportunities, b) assessments of trees and rusty patched bumble bees at Ritter Farm Park, c) bridge design, d) environmental document review, and e) traffic analysis. The changes to the project's initial proposal add value and create additional funding opportunities for the project and WSB is anticipated to complete the design within the project schedule.

WSB's supplemental agreement includes the scope of services and estimated cost to complete the added project scope/services for City Project 26-15, and is subject to the Master Services Agreement dated September 20, 2021. The City and County will share project responsibilities and costs consistent with adopted County 2040 Transportation Plan Cost Share policies and as established in a future Joint Powers Agreement. The City is the lead agency; therefore, the total cost of the added project scope/services is reflected in this memo.

Supporting Information

1. 2025.09.26 WSB Supplemental Amendment

Financial Impact: \$80,268 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Jonathan Nelson, Assistant City Engineer
--



September 26, 2025

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

RE: Lake Marion Greenway Improvements Phase 1 (Preliminary and
Final Engineering), CP 26-15
Amendment No. 2: Various Scope Items

Dear Mr. Nelson

On behalf of WSB we are pleased to submit this Amendment for Professional Services Agreement, dated January 21, 2025, to provide engineering services to the City. Specifically, our services will include the following tasks and associated fee:

Date (Notice to Proceed)	Scope	Budget
02/17/2025	LTC Grant Support	\$13,183
02/24/2025	LCCMR Grant Support	\$7,081
03/31/2025	Tree Survey/Inventory	\$11,425
07/21/2025	Rusty Patch Bee Survey	\$3,916
09/01/2025	Bridge Plans	\$18,634
09/05/2025	DNR Env. Docs (for LTC Grant)	\$16,499
09/23/2025	ICE Analysis	\$9,530
TOTAL		\$80,268

WSB used budget savings from the right of way phase for out-of-scope activities, but further project needs have exhausted the contingency, leading to a request for a budget amendment.

Attached to this memo are the services for each task outlining the details of each out-of-scope activity and associated budget.

PROPOSED FEE

Our budget was developed based on our understanding of the scope and coordinating closely with staff members in the City of Lakeville working on the project. We estimate an hourly not to exceed fee of **\$80,268**.

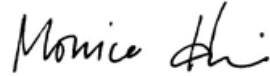
The proposed scope and fee presented herein represents our complete understanding of the project based on site visits and discussions with City staff. If you have any questions or concerns, please feel free to contact DJ Sosa at (612) 214-9244 | dsosa@wsbeng.com. Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

WSB

Handwritten signature of DJ Sosa in black ink.

DJ Sosa, PE
Principal/Sr. Project Manager

Handwritten signature of Monica Heil in black ink.

Monica Heil, PE
Sr. Vice President, Municipal

Attachments

Cc: Travis Wieber, WSB

ACCEPTED BY:

City of Lakeville

By: _____
Luke Hellier, Mayor

Date: _____

Attest: _____
Ann Orlofsky, City Clerk

Scope of Work – Lake Marion Greenway 2025 DNR Local Trail Connections Grant Application

WSB will complete the tasks listed below to prepare content and assist the City of Lakeville with submitting a 2025 DNR Local Trail Connections Program application for a segment of the Lake Marion Greenway Trail.

1. Project Management, Coordination and Quality Control/Quality Assurance

Task 1 will involve overall project management, including coordination with the City of Lakeville, progress reports, billing and quality control/quality assurance to ensure the final deliverables meet required standards.

Deliverables:

- Project schedule
- Invoicing and progress reports
- Calls, emails and other correspondence
- Kickoff and check in meetings

2. Grant Application and Supporting Materials

Task 2 will involve gathering information and developing the grant application according to DNR requirements.

2.1 Information Gathering

WSB will gather information about the proposed project and surrounding context from publicly available sources. WSB will develop a list of question/data requests for review and response by City staff.

2.2 Grant Application Narrative

Based on the information gathered, WSB will draft responses to all required narrative sections of the grant application for City staff review.

2.3 Project Location Map and Site Plan

WSB will develop all required project location and site maps for inclusion in the grant application.

2.4 Supporting Documents

WSB will develop letter of support templates for City review and distribution. WSB assumes that City staff will be responsible for requesting and gathering signed letter of support for inclusion in the final grant application package.

WSB assumes that City staff will be responsible for obtaining the required resolution of support using the template provided by the DNR.

Deliverables:

- Draft and final LTC application materials

3. Cost Estimate

Task 3 will include developing a project cost estimate that is consistent with DNR requirements for the application. This task will be led by DJ Sosa.

Deliverables:

- Draft and final cost estimates.

Proposed Staff

Preparation of the grant application will be led by Austin Hauf and supported by additional staff from WSB's Transportation Planning group. Austin has extensive experience writing a variety of national, state, and local grant applications, including successful DNR Local Trail Connections applications. Austin will also be assisted by DJ Sosa and the transportation design team who will develop the project cost estimate and site plan.

Proposed Fee

WSB's proposed fee to assist the City with completion of the DNR Local Trail Connections Program application is not to exceed \$13,183.

Proposed Timeline

A proposed timeline is provided below for discussion and refinement.

- **Mid-February 2025:** WSB begins application.
- **March 3, 2025:** WSB provides draft application materials to City for staff review.
- **EOD March 5, 2025:** City staff provide application feedback to WSB.
- **Early March:** WSB revises content and submits application to DNR for comments from DNR Grant Coordinator (must be submitted by March 11, 2025).
- **Mid/Late March:** WSB incorporates comments from DNR and sends to City staff for final review.
- **Before March 31, 2025:** WSB provides final application to City for submission to DNR.

City of Lakeville
Local Trail Connections Grant Program Application
Lake Marion Greenway Trail
Detailed Cost Breakdown of Tasks



Task	Description	PM	Sr. Planner	Planner	Roadway Engineer	Roadway Support	Project Controls	Total Hours	Cost
1.0	Project Management, Coordination, QA/QC	1	3				1	5	\$ 947.00
2.0	Grant Application and Supporting Materials							0	\$ -
2.1	Information Gathering	1	2	6				9	\$ 1,434.00
2.2	Grant Application Narrative		10	20				30	\$ 4,500.00
2.3	Project Location Map and Site Plan		5	8	2	5		20	\$ 3,088.00
2.4	Supporting Documents		5	8				13	\$ 1,980.00
3.0	Cost Estimate	1			5			6	\$ 1,234.00
Total Hours		3	25	42	7	5	1	83	
2025 Hourly Costs		\$264.00	\$180.00	\$135.00	\$194.00	\$144.00	\$143.00		
Fee		\$792.00	\$4,500.00	\$5,670.00	\$1,358.00	\$720.00	\$143.00		\$13,183.00

Scope of Services

WSB has been requested by Jonothan Nelson Assistant City Engineer of Lakeville MN to complete a 2026 Environmental and Natural Trust Fund grant application for the Lake Marion Greenway Trail project. The project scope will require the following services:

- 1) **Project Management: \$947**
Grant review meetings (2) and correspondence with City of Lakeville staff.
- 2) **GIS Based Site Plans: \$1,576**
Preparation of GIS based site plans and attachments for the grant application submittal package.
- 3) **Grant Writing: \$4,558**
Preparation of the grant application, project budget, schedule and submittal package for the City of Lakeville.

Schedule

We understand the landowner's proposed schedule of completion as requested and are prepared to meet that schedule. We are prepared to begin work on the project.

Task	Description	Milestone Dates
1	WSB begins LCCMR application	February 24, 2025
2	WSB provides draft application materials (offline) to City for staff review.	March 11, 2025
3.	City staff provide application feedback to WSB.	March 13, 2025
4.	WSB completes revisions based on city feedback and enters information into online application.	March 17, 2025
5.	City reviews, signs, and submits online application.	March 19, 2025

City of Lakeville
LCCMR Grant Program Application
Lake Marion Greenway Trail
Detailed Cost Breakdown of Tasks



Task	Description	PM	Sr. Planner	Planner	Roadway Engineer	Roadway Support	Project Controls	Total Hours	Cost
1.0	Project Management, Coordination, QA/QC	1	3				1	5	\$ 947.00
2.0	Grant Application and Supporting Materials							0	\$ -
2.1	Information Gathering	1	4	4				9	\$ 1,524.00
2.2	Grant Application Narrative		2	4				6	\$ 900.00
2.3	Project Location Map and Site Plan		2	4	2	2		10	\$ 1,576.00
2.4	Supporting Documents		2	4				6	\$ 900.00
3.0	Cost Estimate	1			5			6	\$ 1,234.00
Total Hours		3	13	16	7	2	1	42	
2025 Hourly Costs		\$264.00	\$180.00	\$135.00	\$194.00	\$144.00	\$143.00		
Fee		\$792.00	\$2,340.00	\$2,160.00	\$1,358.00	\$288.00	\$143.00		\$7,081.00

DJ Sosa

From: Nelson, Jonathan <jnelson@lakevillemn.gov>
Sent: Monday, June 2, 2025 10:16 AM
To: DJ Sosa
Subject: FW: Lakeville - Tree Inventory

EXTERNAL EMAIL

Good morning Joe,

I received concurrence from both Joe in Parks and John Mertens at the County that we can proceed with the tree inventory work. Let me know if you need anything more to proceed here.

Thank you,



Jonathan Nelson, P.E.
Assistant City Engineer, City of Lakeville
📞 952-985-4502 | 🌐 www.lakevillemn.gov
📍 20195 Holyoke Avenue, Lakeville, MN, 55044
📄

From: Masiarchin, Joseph <jmasiarchin@lakevillemn.gov>
Sent: Monday, June 2, 2025 9:27 AM
To: Nelson, Jonathan <jnelson@lakevillemn.gov>; Mertens, John <john.mertens@co.dakota.mn.us>
Subject: RE: Lakeville - Tree Inventory

Joseph Masiarchin
Parks & Recreation Director
952-985-4601

From: Nelson, Jonathan <jnelson@lakevillemn.gov>
Sent: Monday, June 2, 2025 9:25 AM
To: Masiarchin, Joseph <jmasiarchin@lakevillemn.gov>; Mertens, John <john.mertens@co.dakota.mn.us>
Subject: FW: Lakeville - Tree Inventory

Thank you,

Jonathan Nelson
Assistant City Engineer
952-985-4502

From: DJ Sosa <dsosa@wsbeng.com>
Sent: Friday, May 30, 2025 4:05 PM
To: Nelson, Jonathan <jnelson@lakevillemn.gov>
Subject: Lakeville - Tree Inventory

Hi Jon,

Below and attached is the proposed tree inventory work for your consideration. Please let me know if you have any questions.

DJ Sosa
Senior Project Manager



612.214.9244 (o)
-
540 Gateway Blvd
Burnsville, MN 55337
wsbeng.com

For a list of WSB employee licenses and certifications visit [here](#).

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From: Emily Ball <eball@wsbeng.com>
Sent: Friday, May 30, 2025 3:58 PM
To: DJ Sosa <dsosa@wsbeng.com>
Cc: Alison Harwood <aharwood@wsbeng.com>
Subject: RE: Lakeville - Tree Inventory

Hi DJ,

I attached my full spreadsheet if you want to review, otherwise included the simple Phase/Task info below.

Phase: Environmental

Task: Tree Inventory – Data Collection, QAQC, Coordination/Meetings/PMO (assumes 5 full days) \$ 8,317

Task: Tree Inventory - GIS \$1,872

Task Tree Inventory – Site Visit for Alignment (assumes 1-2 site meetings, 6 hours total arborist time/review) \$ 1,236

TOTAL: \$11,425.00 (74hours)

Assumptions:

- Import DWG with anticipated/approx. trail centerline and 50' buffer on each side (100' total width) into GIS
- Collect in field:
 - All trees 12" diameter and larger
 - Tree species
 - Diameter (DBH)
 - Condition of tree (dead, poor, fair, good)
 - Prune for clearance (yes/no)
 - X/Y coordinates
 - Notes (will indicate disease or issues if important)

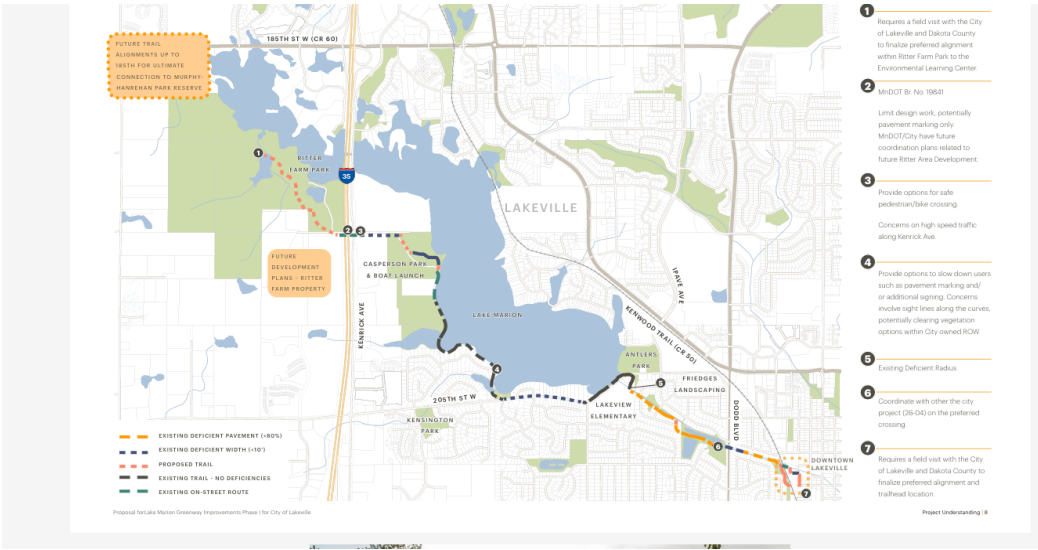


Emily Ball
Forestry Program Manager
Burnsville, MN
651.318.9945

Task No.	Description	Project Manager: Emily Ball	Dustin Simonson	Tim Paquin	GIS		Total Labor Cost
					PMO	Justin Fuchs	
	Rate Per Hour	\$206	\$127	\$137	\$130	\$146	
1	Tree Inventory						
1.1	Project Set Up and Kick off meeting	\$412	\$127	\$0	\$130	\$0	\$669.00
1.2	ArcGIS Online Set up and Exporting Final	\$412	\$0	\$0	0	\$1,460	\$1,872.00
1.3	Onsite Tree Inventory including one hour travel each day (EB-2 two hour days for confirmation checks/site walk through)	\$824	\$5,080	\$0	0	0	\$5,904.00
1.4	QAQC - half hour each field day x6	\$412	\$381	\$0	0	\$0	\$793
1.5	Check in meeting with PM and City, On site meeting to review final trail	\$1,236	\$0	\$0	0	\$0	\$1,236
	Coordination Meetings, Calls, Emails with WSB Staff -4 hours	\$618	\$127	\$0	0	\$0	\$745
1.6	PMO Time - Budget (invoices, PMO meetings, etc)	\$206	0	0	\$0	0	\$206.00
	HOURS	18	45	0	1	10	\$11,425.00
	74 hours total						

Assumptions:
200 trees per day per person
50' feel from CL anticipated trail (100' wide) inventory along red line below (approx)

Eval for pruning needs as well, 30 40' skid tallest equip
Collect trees 12" and above
Collect dead and poor trees as well
Need DWG with center line and estimated project limits



DJ Sosa

From: Nelson, Jonathan <jnelson@lakevillemn.gov>
Sent: Friday, July 18, 2025 5:55 PM
To: DJ Sosa
Subject: RE: Lake Marion - Permits: Rusty Patch Bumble Bee

EXTERNAL EMAIL

Thank you for the heads up, let’s plan to proceed with this. I agree that the habitat assessment will likely be needed, and helpful, with the presence in the area.



Jonathan Nelson, P.E.
Assistant City Engineer, City of Lakeville
📞 952-985-4502 | 🌐 www.lakevillemn.gov
📍 20195 Holyoke Avenue, Lakeville, MN, 55044
📄

From: DJ Sosa <dsosa@wsbeng.com>
Sent: Thursday, July 17, 2025 7:56 AM
To: Nelson, Jonathan <jnelson@lakevillemn.gov>
Subject: Lake Marion - Permits: Rusty Patch Bumble Bee

Hi Jon,

I wanted to update you on the Lake Marion project regarding the Rusty Patch Bumble Bee we discussed earlier. The USFWS has identified the bee in this area as an endangered species, and our team has confirmed there is proposed critical habitat. Although we don't anticipate a federal nexus (meaning no federal funding or permit will be involved), with the likelihood that the project will be funded through LCCMR, we believe the DNR will require additional due diligence through a habitat assessment.

Below is the fee structure for performing the habitat assessment. We're assuming the assessment will only be necessary within the Ritter Farm Park area, as the rest of the project alignment is within ROW areas already disturbed or maintained. The total cost for this assessment is \$3,916.

Task	Staff	Rate	Hours	Total
RPBB Assessment	Alison Harwood	\$218	3	\$654
	Tim Paquin	\$137	6	\$822
	Samantha Nielsen	\$112	18	\$2,016
	GIS	\$106	4	\$424

Please let me know if you have any questions or need further clarification. If you'd like us to proceed with this work, we can start in the next couple of weeks and potentially pair it with the remaining wetland delineation for the site to increase efficiency with travel to and from the project. I can also invite Alison to our meeting on Monday if you would like to discuss in more detail.

Thank you,

DJ Sosa
Senior Project Manager



612.214.9244 (o)
-
540 Gateway Blvd
Burnsville, MN 55337
wsbeng.com

For a list of WSB employee licenses and certifications visit [here](#).

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Scope of Services

After a meeting with MnDOT Bridge office on 08/28/2025, it was determined that bridge no, 19841 will require a bridge plan set for approval by MnDOT. To follow requirements, WSB has been requested by Jonathan Nelson, Assistant City Engineer of Lakeville, MN, to complete preliminary and final bridge plans for Br. No. 19841, specifically attaching fence on both sides of the structure for the Lake Marion Greenway Trail project. The project scope will require the following services:

- 1) **Project Management & QA/QC: \$2,874**
Coordination meetings with MnDOT Bridge, Standards, and City of Lakeville. Assume 2 meetings, 1 hr. each. Task also covers quality review from Carl Osberg, PE (Structural Manager, WSB).
- 2) **Preliminary Bridge Plans: \$5,856**
Preparation of preliminary bridge plans for MnDOT Bridge review. Submittal will correlate with 60% trail plans. Task includes coordination with trail designer.
- 3) **Final Bridge Plans: \$6,612**
Preparation of final bridge plans for MnDOT Bridge review and signature. Submittal will correlate with 90% and 100% trail plans, including coordination to sign the bridge plans. Task includes coordination with trail designer.
- 4) **Cost Estimate & Specifications: \$3,292**
Preparation of preliminary and final bridge cost estimates. Final bridge specifications (Div SB) will be included with the 100% plans.

Schedule

We understand the landowner's proposed schedule of completion as requested and are prepared to meet that schedule. We are prepared to begin work on the project.

Task	Description	Milestone Dates
1	Meeting with MnDOT Bridge	August 28, 2025
	Meeting with MnDOT Standards	September 2, 2025
2	Preliminary Bridge Plans @60%	October 17, 2025
3.	Final Bridge Plans @90%	November 21, 2025
	Final Bridge Plans @100%	December 12, 2025
4.	Cost Estimate & Specifications	with Task 2 and 3

City of Lakeville
 Bridge Plans for Br. No. 19841
 Lake Marion Greenway Trail
 Detailed Cost Breakdown of Tasks



Task	Description	PM	Structural Manager	Structural Engineer	Structural Designer	Roadway Engineer	Project Controls	Total Hours	Cost
1.0	Project Management, Coordination, QA/QC	2	4	4			2	12	\$ 2,874.00
2.0	Bridge Plans - Final Design								
2.1	Preliminary Bridge Plans			8	16	4		28	\$ 5,856.00
2.2	Final Bridge Plans			8	20	4		32	\$ 6,612.00
2.3	Cost Estimate & Specifications	2		8	4			14	\$ 3,292.00
Total Hours		4	4	28	40	8	2	86	
2025 Hourly Costs		\$264.00	\$264.00	\$251.00	\$189.00	\$206.00	\$143.00		
Fee		\$1,056.00	\$1,056.00	\$7,028.00	\$7,560.00	\$1,648.00	\$286.00		\$18,634.00

Scope of Work

Lake Marion Greenway Trail

DNR Local Trail Connections Grant Environmental Documents

The City of Lakeville was awarded a Local Trail Connections (LTC) grant from the Minnesota DNR for construction of a portion of the Lake Marion Greenway trail from Ritter Farm Park to Casperson Park (DNR project #C005-25-3B). As a condition of the grant agreement, the DNR requires review of the project by several state and federal agencies and preparation of a package of documents outlining the potential social, economic, and environmental impacts of the proposed project and any environmental commitments required by reviewing agencies. City staff have requested a scope of work and proposed fee for assistance with preparing the required environmental review documents. WSB will complete the tasks listed below.

1. Project Management, Coordination and Quality Control/Quality Assurance

Task 1 will involve overall project management, including coordination with the City of Lakeville, progress reports, billing and quality control/assurance to ensure deliverables meet required standards.

Deliverables:

- Project schedule
- Invoicing and progress reports
- Calls, emails and other correspondence
- Kickoff and check-in meetings
- Review of deliverables

2. Coordination With Reviewing Agencies

Task 2 involves preparing review request documents and associated maps, exhibits, and other materials required by each agency to conduct their review of the project. WSB will gather required information from the LTC grant application and prepare materials for the agency-specific requests. The WSB project team, and/or City staff (as required) will submit each of the review requests listed in the “Local Trail Connections or Regional Trail Grant Programs Required Documentation Checklist” attached to the City’s award letter from the DNR. WSB staff will develop any additional materials required for each submission that have not already been created to date.

Draft review requests will be provided to city staff for comment. WSB will perform one round of edits. Agencies may request additional information to facilitate their review of the project. It is anticipated that answers to agency questions/requests will be drafted by City or WSB staff on a case-by-case basis.

WSB staff will follow up with reviewing agency staff if responses are not received in a timely manner. The required reviews can be expected to take multiple months. The timeline for agency responses will be the largest determining factor in the schedule for completing the environmental review package.

There is a possibility that agencies may request additional field investigation of the project area prior to finalizing their review responses, such as a Phase 1 archaeological survey, endangered species survey, etc. Any additional field investigation is not included in this scope of work and will need to be negotiated separately for an additional fee and completed by WSB staff or a subconsultant to be determined.

Deliverables:

- Draft and final review request materials

3. Environmental Document Preparation

Task 3 includes preparing the DNR's Environmental Assessment Statement (EAS) for the project based on responses to agency coordination requests and desktop reviews completed by WSB staff. A draft EAS will be provided to City staff for review and comments. WSB will perform one round of edits and return the revised document to City staff for signature. The signed EAS will be packaged in PDF form with the other items listed in the DNR's document checklist and provided to the DNR's Trail Grants Coordinator for review. Working with City staff as needed, WSB will revise the document package based on any comments provided by the DNR and return a revised copy for DNR signature.

Deliverables:

- Draft and final EAS form and other documents listed in "Local Trail Connections or Regional Trail Grant Programs Required Documentation Checklist"

Proposed Staff

Austin Hauf, AICP will lead the proposed scope. He will be supported by additional staff from WSB's Transportation Planning and Natural Resources groups. Austin has extensive experience preparing state and federal environmental documents for a wide range of projects, including projects funded through the LTC program. Austin will also be assisted by DJ Sosa and the transportation design team as needed to determine design details and discuss environmental commitments.

Proposed Fee

WSB's proposed fee to assist the City with completion of the DNR LTC environmental documents is not to exceed \$16,499.

Proposed Timeline

WSB will begin preparing the review requests immediately upon receipt of a notice to proceed. Subsequent schedule milestones will be determined by the turnaround time for agency reviews. Austin will maintain a schedule with periodic updates as agency responses are received.

City of Lakeville
Local Trail Connections Program Environmental Documents
Lake Marion Greenway Trail
Detailed Cost Breakdown of Tasks



Task	Description	PM	Sr. Planner	Planner	Roadway Engineer	Roadway Support	Sr. Env. Scientist	Project Controls	Total Hours	Cost
1.0	Project Management, Coordination, QA/QC	1	2					2	5	\$ 910.00
2.0	Coordination With Reviewing Agencies	1	5	20	5	10	3		44	\$ 6,775.00
3.0	Environmental Document Preparation	1	25	30					56	\$ 8,814.00
Total Hours		3	32	50	5	10	3	2	105	
2025 Hourly Costs		\$264	\$180	\$135	\$194	\$144	\$167	\$143		
Fee		\$792	\$5,760	\$6,750	\$970	\$1,440	\$501	\$286		\$16,499

Scope of Services

To: Jon Nelson
City of Lakeville, Assistant City Engineer

From: Gus Perron
WSB Project Manager

Date: September 23, 2025

Re: Kenrick Avenue & 195th Street West ICE Report

BACKGROUND

The City of Lakeville has worked with WSB to develop safety improvement concepts associated with the Lake Marion Trail project, bringing a shared use path along 195th Street West across Kenrick Avenue. The preferred safety enhancement selected for the pedestrian crossing has been the installation of a Pedestrian Hybrid Beacon (PHB) coupled with a pedestrian refuge island. The City has indicated the future development west of Kenrick Avenue may impact the traffic control needs for the intersection and would like WSB to perform further analysis.

SCOPE

1. Data Collection
 - a. WSB will perform a site visit to gather information, document roadway and traffic control details, and place traffic video cameras.
 - b. Turning movement count data will be collected for thirteen hours during a typical weekday.
2. Warrant, Capacity, and Safety Analysis
 - a. WSB will work with the City of Lakeville to obtain any additional background and traffic forecasting information needed for the project.
 - b. WSB will complete a signal warrant analysis and all-way stop analysis for the intersection using the thirteen-hour counts collected.
 - c. WSB will complete a traffic analysis at each intersection for existing conditions using AM and PM peak hour turning movement data.
 - d. WSB will forecast traffic for future, 20-year projected conditions.
 - e. WSB will complete a future capacity analysis for no-build and build alternatives.
 - f. Five years of the most recent crash data (Jan 2020-Dec 2024) will be compiled using MnCMAT2 at the study intersection. This data will be used in safety analysis.
3. Intersection Control Evaluation (ICE) Reports
 - a. The ICE report will include location description, existing traffic analysis, traffic forecasting, warrant analysis, alternative descriptions, future alternatives capacity analysis, safety analysis, and justification.
 - b. WSB will complete a draft ICE for intersection for City review.
 - c. WSB will complete a final ICE for each intersection incorporating comments received and will submit the report to MnDOT State Aid for approval.
 - d. All deliverables are reviewed per WSB's Quality Management Process for ICE reports.

Schedule

Coordination with the client will begin promptly after notice to proceed (NTP). WSB will deliver plans, specifications, and estimates 4 weeks after NTP.

Cost

WSB will complete the items described in the Scope for a not-to-exceed payment of \$9,530.

Thank you for the opportunity to continue our support of this project. Please contact me at 612.360.1296 if you have any questions regarding the content of this proposal.

Sincerely,



Gus Perron, PE
Project Manager

**Cost of Services
for the City of Lakeville**



Phase	TASKS	Traffic Engineer	Graduate Engineer	Engineering Specialist	Engineering Technician	Data Processing	Total Hours	Total Cost
1. Data Collection							13	\$ 1,580.00
1.1	Turning Movement Counts			1	6	6	13	\$ 1,580.00
2. Warrant, Capacity, and Safety Analysis							28	\$ 4,708.00
2.1	Forecasting, warrants analysis, capacity analysis	12	16				28	\$ 4,708.00
3. ICE Report							20	\$ 3,242.00
3.1	Draft ICE report and QA/QC	4	10				14	\$ 2,260.00
3.2	Final ICE report and QA/QC	2	4				6	\$ 982.00
Total Cost							\$9,530.00	
Total Hours		18	30	1	6	6	61	
Hourly Rates		\$195.00	\$148.00	\$206.00	\$122.00	\$107.00		
Total Salary Costs		\$3,510.00	\$4,440.00	\$206.00	\$732.00	\$642.00	\$9,530.00	
Total Project Cost							\$9,530.00	



Date: 10/20/2025

Resolution Setting Dates for the 2026 City Council Meetings

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution setting dates for the regular City Council meetings and work sessions in 2026.

Overview

The City Council holds its regular meetings on the first and third Mondays of each month. If a scheduled Monday meeting falls on a legal holiday, the meeting will be held on the following Tuesday.

The attached resolution establishes the City Council's regular meeting and work session schedule for the upcoming year, with all meetings beginning at 6:30 p.m.

Supporting Information

1. Resolution Setting Dates of 2026 Regular City Council Meeting
2. 2026 Official Calendar

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: <i>Ann Orlofsky</i>, City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. 26-

**RESOLUTION SETTING DATES OF REGULAR CITY COUNCIL MEETINGS AND
WORK SESSIONS FOR 2026**

WHEREAS the City Council deems it to be in the best interest of the city to promote and provide ample time for the Council and staff to prepare for each Council meeting; and

NOW, THEREFORE, BE IT RESOLVED that the Lakeville City Council's meeting dates in 2026 will be as follows: These meetings shall begin at 6:00 p.m.

Regular Meeting

January 5
February 2
March 2
April 6
May 4
June 1
July 6
August 3
September 8*
October 5
November 2
December 7

Regular Meeting

January 20*
February 17*
March 16
April 20
May 18
June 15
July 20
August 17
September 21
October 19
November 16
December 14

Work Session

January 26
February 23
March 23
April 27
May 26*
June 22
July 27
August 24
September 28
October 26
November 23
December 21

*The meeting date is Tuesday due to a legal holiday on Monday

ADOPTED by the Lakeville City Council this 20th day of October 2025.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



JANUARY							FEBRUARY							MARCH							APRIL						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
28	29	30	31	1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7	29	30	31	1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	1	2	3	4	5	6	7	29	30	31	1	2	3	4	26	27	28	29	30	1	2
1	2	3	4	5	6	7	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
MAY							JUNE							JULY							AUGUST						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	1	2	31	1	2	3	4	5	6	28	29	30	1	2	3	4	26	27	28	29	30	31	1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30	1	2	3	4	26	27	28	29	30	31	1	23	24	25	26	27	28	29
31	1	2	3	4	5	6	5	6	7	8	9	10	11	2	3	4	5	6	7	8	30	31	1	2	3	4	5
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
30	31	1	2	3	4	5	27	28	29	30	1	2	3	1	2	3	4	5	6	7	29	30	1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30	1	2	3	25	26	27	28	29	30	31	29	30	1	2	3	4	5	27	28	29	30	31	1	2
4	5	6	7	8	9	10	1	2	3	4	5	6	7	6	7	8	9	10	11	12	3	4	5	6	7	8	9

 City Council Meeting  Work Session
 Holiday Observed



Date: 10/20/2025

Agreement for Snow Removal Services

Proposed Action

Staff recommends adoption of the following motion: Move to approve an agreement with Lakeville Lawn Care and Snow Removal LLC for snow removal services for the City's liquor stores, the Lakeville Area Arts Center campus, downtown parking lots, and a portion of the sidewalks along Holyoke Avenue.

Overview

The City recently issued a Request for Proposals (RFP) seeking a qualified contractor to provide snow removal and winter maintenance services for several City-owned parking lots. The locations included in the RFP are: Galaxie Liquor, Keokuk Liquor, Lakeville Area Arts Center – Performing Arts Building (PAB), Fine Arts Building (FAB) and downtown parking lots.

In response to a request from the Downtown Business Association, the City also included sidewalk snow removal along Holyoke Avenue, between 207th and 210th Streets, as part of the RFP. This addition is intended to improve coordination of snow removal efforts between the City and local businesses. While the level of service provided by a contractor will remain the same as in previous years, aligning with private contractor schedules is expected to enhance the overall operation.

The proposed cost for sidewalk snow removal along Holyoke Avenue (between 207th and 210th Streets) is \$700 per month. Snow removal north of 207th Street on Holyoke Avenue and along Holt Avenue in the downtown area will continue to be provided by City staff.

Staff distributed the RFP to five contractors and received proposals from three. Monthly pricing for the full scope of services ranged from \$5,581.09 to \$15,000. Pricing for alternates was favorable and staff recommends these locations be added to the contract.

Supporting Information

1. Snow Removal Agreement
2. Snow Removal Proposal & Tabulation

Financial Impact: \$27,905.45 Budgeted: Yes Source: General Operations Budgets Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Tom Breeggemann, Facilities Supervisor

**AGREEMENT
CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

AGREEMENT made this 20th day of October, 2025, between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **LAKEVILLE LAWN CARE & SNOW REMOVAL LLC**, a Minnesota Limited Liability Company (Contractor") for City of Lakeville Contract snow removal.

**IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN
CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

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

- A. This Agreement.
- B. Specifications for Snow Removal 2025-2027.
- C. Proposal dated October 2nd, 2025.

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

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the snow removal services and perform the work in accordance with the Contract Documents. This includes Lakeville Facilities, Public Parking Lots, portions of Public sidewalks, and taxpayers in code violation.

3. OBLIGATIONS OF THE CITY. The City will pay the Contractor in accordance with the payment schedule attached hereto as Exhibit A. Invoices for completed work shall be submitted on a monthly basis. City payments shall be made within 35 days after receipt of an invoice.

4. CONTRACTOR'S REPRESENTATIONS.

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

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

C. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.

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

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

6. ASSIGNMENT. Neither party may assign, sublet or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

7. TIME OF PERFORMANCE. The Contractor shall complete its obligations from November 1, 2025 through March 31, 2026 and November 1, 2026 through March 31, 2027.

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

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

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

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

The following coverages shall be included:
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

Automobile Liability

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

Workers Compensation

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

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

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

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

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

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

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

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

13. DATA PRACTICES/RECORDS.

A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

B. All books, records, documents and accounting procedures and practices of the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.

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

15. WAIVER. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition, or obligation.

16. INDEPENDENT CONTRACTOR. The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

17. GOVERNING LAW. The laws of the State of Minnesota govern the interpretation of this Contract.

18. SEVERABILITY. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

19. CONTRACT EXTENSION. The City reserves the right to extend the contract for additional years under the initial conditions of the two-year contract.

20. ENTIRE AGREEMENT. This Contract represents the entire agreement of the parties and is a final, complete, and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.

21. TERM/TERMINATION. The term of this Agreement shall commence on the date of execution of this Agreement by the parties and shall terminate on March 31, 2025, unless otherwise extended by written agreement of the parties. This Agreement may be terminated by City on two (2) days' written notice delivered to Contractor at the address on file with the City. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for services rendered until the effective date of termination. If the City terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

CITY OF LAKEVILLE

LAKEVILLE LAWN CARE & SNOW REMOVAL LLC.

BY: _____
Luke M. Hellier, Mayor

BY: _____
Print Name

BY: _____
Ann Orlofsky, City Clerk

(An authorized signature)



City of Lakeville
Positioned to Thrive

Proposal Form

City of Lakeville Snow Removal 2025-2027

Proposals Due 10/07/2025 @10:45am

Company Name:

LAKEVILLE LAWN CARE & SNOW REMOVAL LLC

Address:

20310 Dodd Blvd Unit 1 Lakeville

Name (Please Print):

CHRIS DONAHUE

Email Address

CHRIS@LAWN CARE LAKEVILLE.COM

Authorized Signature:



Date:

10/2/25

Location	Cost per Month	Salt Parking Lot per Application	Salt Sidewalk per Application
Lakeville Area Arts Center	649.91	54	60
Fine Arts Building	1,163.60	109	80
Galaxie Liquor Store	872.04	124	60
Keokuk Liquor Store	1,239.20	162	60
Add Alt #1 Pioneer Plaza Parking Lot	680.34	108	30
Add Alt #2 Holyoke Sidewalks	700 ⁰⁰	N/A	180
Add Alt #3 Market Plaza Parking Lot	276	82	—

Snow Pile Removal \$ 175⁰⁰ per load removed

City Code Violation \$ 100⁰⁰ per hour

Proposal Tabulations											
Contractor	Suplement Questions	LAAC PAB	LAAC FAB	Galaxie Liquor Store	Keokuk Liquor Store	Add Alt #1	Add Alt #2	Add Alt #3	Snow Hauling	Code Violation	Monthly Total
Fennes Outdoors											
Reisinger											
Von Bank Lawn Care	No	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	Did Not Provide Quote		\$500	\$250	\$15,000
Lakeville Lawn Care	Yes	\$649.91	\$1,163.60	\$872.04	\$1,239.20	\$680.34	\$700	\$276	\$175	\$100	\$5,581.09
Ganzo Bros Landscape	Yes	\$801.25	\$1,325.00	\$987.50	\$1,325.00	\$575.00	\$1,410.00	\$300.00	\$300	\$135.00/\$100.00	\$6,738.50



Date: 10/20/2025

Deferment of Special Assessments for Senior Citizens, Disabled and Military

Proposed Action

Staff recommends adoption of the following motion: Move to approve the deferment of special assessments for those qualifying residents who are senior citizens, disabled or ordered into active military service for taxable year 2026.

Overview

The City Council can defer the payment of any special assessment on homestead property owned by the applicant who meets the household income requirements and meets one of the following criteria: 1) is at least 65 years of age or is unemployed due to a total and permanent disability or 2) is a member of the Minnesota National Guard or other military reserves who is ordered into active military service for whom it would be a hardship to make the payments (see Policy #5.14 Section 6). Deferments are classifications that must be reapplied for annually. Residents that don't meet the hardship criteria established in the policy may still apply to the Council for a waiver.

The income requirements for hardship were amended by Council on February 20, 2018 to reflect the poverty guidelines as established by the US Department of Health and Human Services and became effective with the 2018 street reconstruction project. Council also approved the existing deferrals (including deferrals for the 2017 street reconstruction project) be grandfathered into the program using the previous income criteria that states the average annual payment for assessments levied against the property must exceed one percent (1%) of the applicant's adjusted gross income. If an existing deferral fails to meet the grandfathered criteria and the assessment is then activated, future re-applications for deferral would be based on the new hardship requirements.

Deferment applications and income information have been submitted to the City by residents who were assessed as the result of street reconstruction projects. Renewal deferment applications were sent in May with an additional reminder sent in September to those who did not yet submit their applications. There are three senior deferments recommended for approval – no changes from the previous year.

At this time all applicants meet the requirements and there are no senior deferments recommended for termination.

Supporting Information

1. 2025-10-20 SPECIAL ASSESSMENT DEFERMENTS

Financial Impact: \$0.00 **Budgeted:** No **Source:**
Envision Lakeville Community Values: Good Value for Public Service
Report Completed by: Zach Johnson, City Engineer/Cheri Donovan, Assistant Finance Director

SPECIAL ASSESSMENT DEFERMENTS

Address	Original Assessment	City Project
	Amount Deferred	
20245 Hunter Ct.	\$ 1,851.46	2011 Street Reconstruction
6614 Flounder Ct	\$ 3,218.47	2014 Street Reconstruction
18482 Jaeger Path	\$ 5,487.00	2024 Street Reconstruction
	<u>\$ 10,556.93</u>	



Date: 10/20/2025

Ritter Meadows Private Recreation Building Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow a private recreational facility and adopt the findings of fact.

Overview

Twin Cities Land Development has submitted an application for a conditional use permit to allow the construction of a private recreation building and amenities within the Ritter Meadows neighborhood. The building will be located at the northwest corner of Keokuk Avenue and 203rd Street and will serve the attached townhome units within the subdivision. The townhome unit lots were platted with the Ritter Meadows Second and Ritter Meadows Third Additions.

The Planning Commission held a public hearing on the CUP applications at its October 6, 2025 meeting and unanimously recommended approval. There was no public comment.

Supporting Information

1. Conditional Use Permit form and Findings of Fact
2. October 2, 2025 Planning Commission draft meeting minutes
3. September 22, 2025 Planning report

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Kris Jensen, Planning Manager

CITY OF LAKEVILLE

DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 25-_____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville approves a Conditional Use Permit for Twin Cities Land Development, to allow a private recreation facility with amenities in the Ritter Meadows residential development.
2. Property. The permit is for the following described property located in the City of Lakeville, Dakota County, Minnesota:

Lot 28, Block 1, Ritter Meadows Third Addition

3. Conditions. The permit is issued subject to the following conditions:
 - a) In the case that the Ritter Meadows attached townhomes are offered for sale, a homeowner's association shall be established to maintain ownership and maintenance of the private recreation building located on Lot 28, Block 1, Ritter Meadows Third Addition, including the amenities and improvements on the property.
 - b) A security based on the materials and installation costs of the approved landscape plan shall be submitted with the building permit. Plantings on the site must be installed per the plan dated June 13, 2025 and an as-built landscape plan submitted prior to inspection of the landscaping on site.
4. Termination of Permit. The City may revoke the permit following a public hearing for violation of the terms of the permit.

5. Lapse. If within one year of the issuance of this permit building construction has not commenced, this permit shall lapse.
6. Criminal Penalty. Violation of the terms of this conditional use permit is a criminal misdemeanor.

Dated: **October 20, 2025**

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
 (
COUNTY OF DAKOTA)

The following instrument was acknowledged before me this **20th** day of **October 2025** by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

(SEAL)

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**RITTER MEADOWS CONDITIONAL USE PERMIT AMENDMENT
FINDINGS OF FACT AND DECISION**

On October 2, 2025 the Lakeville Planning Commission met at their regularly scheduled meeting to consider the request of Twin Cities Land Development for a conditional use permit for a private recreation building in the RM-1, Medium Density Residential District at 20283 Keokuk Avenue. The Planning Commission conducted a public hearing on the proposed conditional use permit preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Comprehensive Planning District No. 7, which guides the property for Medium Density Residential use.
2. The property is zoned RM-1, Medium Density Residential District.
3. The legal description of the property is:

Lot 28, Block 1, Ritter Meadows Third Addition

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

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

Finding: The proposed private recreation facility is consistent with the policies and provisions of District 7 of the 2040 Comprehensive Land Use Plan. The proposed recreation facility will be complimentary to the Ritter Meadows townhome development and recreational needs of its residents.

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

Finding: The proposed private recreation facility is compatible with the approved land uses in the area given compliance with the approved plans and stipulations of the conditional use permit.

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

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

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

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

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

Finding: Traffic generation will not significantly increase due to the private recreation facility. Traffic can be accommodated by the existing streets serving the development. Public sidewalk improvements will be made to allow pedestrian access to the main entrance of the private recreation building.

5. The planning report dated September 22, 2025 prepared by Kris Jenson, Planning Manager, is incorporated herein.

DECISION

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

Dated: October 20, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

the drive through line don't shine onto 179th Street and an additional overstory tree must be added along the south side of the site and the spacing adjusted to 40 feet apart. Plantings on the site must adhere to the plan and an as-built landscape plan provided prior to inspection of the installed landscaping. An escrow shall be submitted with the building permit application to guarantee installation of the approved landscaping.

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

Nays: 0

5b. Ritter Meadows Amenity Building

Chair Zimmer opened the public hearing to consider the application of Twin Cities Land Development for a conditional use permit for a private recreation building in the RM-1, Medium Density Residential District.

Ben Schmidt, Twin Cities Land Development, introduced the project.

Ms. Jensen presented the staff report. Twin Cities Land Development has submitted an application for a conditional use permit for a private recreation building with a swimming pool at 20283 Keokuk Avenue, within the Ritter Meadows development. The proposed site is located on Lot 28, Block 1, Ritter Meadows Third Addition, at the northwest corner of Keokuk Avenue and 203rd Street. The recreation building will be available for use by the residents of the attached townhomes within the Ritter Meadows development.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Einck to close the public hearing at 6:20 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas inquired how many units will have access to the building. Mr. Schmidt stated this building is just for the residents of the attached townhomes, of which there are 135 units.
- Chair Zimmer inquired whether the pool would be overlooking a pond in the development. Mr. Schmidt stated the pool area overlooks the edge of the city park and part of the pond.

Motion was made by Swaney, seconded by Swenson to recommend to City Council approval of a conditional use permit for the Ritter Meadows private recreation building in the RM-1, Medium Density Residential District, and approval of the findings of fact dated October 2, 2025, subject to the following stipulations:

1. In the case that the Ritter Meadows attached townhomes are offered for sale, a homeowner's association shall be established to maintain ownership and maintenance of Lot 28, Block 1, Ritter Meadows, including the amenities and improvements on the property.
2. A security based on the materials and installation costs of the approved landscape plan shall be submitted with the building permit. Plantings on the site must be installed per the plan dated June 13, 2025 and an as-built landscape plan submitted prior to inspection of the landscaping on site.

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

Nays: 0

There being no further business, the meeting was adjourned at 6:24 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: September 22, 2025
Subject: Packet Material for the October 2, 2025 Planning Commission Meeting
Agenda Item: Ritter Meadows amenity building conditional use permit

BACKGROUND

Twin Cities Land Development have submitted an application for a conditional use permit for a private recreation building with a swimming pool at 20283 Keokuk Avenue, within the Ritter Meadows development. The proposed site is located on Lot 28, Block 1, Ritter Meadows Third Addition, at the northwest corner of Keokuk Avenue and 203rd Street.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Site Plan
- D. Grading Plan
- E. Landscape Plan
- F. Architectural Site Plan
- G. Lower Floor Plan
- H. Main Floor Plan
- I. Building Elevations

Surrounding Land Uses and Zoning

North – Future public park (RM-1)
West – Attached townhomes (RM-1)
South – 203rd Street and attached townhomes (RM-1)
East – Keokuk Avenue and undeveloped land (C-3 and RH-2)

CONDITIONAL USE PERMIT ANALYSIS

Twin Cities Land Development is the developer of the Ritter Meadows subdivision. Section 11-58-9.D allows private recreational buildings and neighborhood community centers subject to approval of a conditional use permit. The project proposes a two-level, 3,800 square-foot amenity building with a patio and outdoor pool.

Engineering Review. The plans submitted for the amenity building include an overall site plan, grading, drainage and utility plan, and landscaping plan. Given the limited scope of the proposed construction, the Engineering Division will review the grading, drainage, and utility plan at the time of building permit review.

Setbacks. The Zoning Ordinance requires that all private recreation buildings have a side yard setback be double that required by the zoning district but not more than 30 feet. The minimum setback between buildings within the RM-1 District is 14 feet. The proposed building setbacks are 30 feet (east), 25 feet (south) 30 feet (west), and 30 feet (north).

Pedestrian Access. The building has direct access to a five (5) foot wide concrete sidewalk along 203rd Street and a 10-foot-wide bituminous path along Keokuk Avenue, which will provide pedestrian access to the site. The townhomes that will use the amenity building are along 203rd Street and Keystone Avenue, both of which have sidewalks along one side of the street, and Keynote Loop, which is a private street. It does not have a sidewalk but is a narrower width with no parking on either side of the street. The townhome unit furthest from the amenity center is a quarter of a mile via sidewalks or streets.

Building. The building has a footprint of about 1,900 square feet and is 19 feet tall at the peak. The lower level includes a workout room, maintenance garage, and mechanical and pool equipment rooms. The main level includes a club room, office space, and bath and shower facilities for the outdoor pool. An elevator and stairs provide access to both levels. The building will have a pale wheat stone wainscot, tan cobblestone board and batten Hardie siding, espresso lap-style Hardie siding, windows, and weathered wood asphalt shingle roof consistent with the residential buildings in the neighborhood. The exposed portion of the lower level will be a poured concrete wall, but is below grade and opposite a retaining, which minimizes its view from the adjacent townhome. The proposed materials meet Zoning Ordinance requirements.

Site Plan. Access to the building and pool area is via sidewalk that extends from the trail along Keokuk Avenue. There is also a sidewalk from 203rd Street to the patio on the south side of the building. Along the west side of the building, a narrow eight-foot-wide driveway drops down to provide access to an overhead door of the lower-level maintenance garage. A retaining wall is required along the west side of the driveway and will be 8 feet 6 inches at the bottom of the driveway. A fence shall be placed on top of the retaining wall and engineered plans of the wall will be required with the building permit as the wall exceeds four feet in height.

The swimming pool will be surrounded on three sides by a concrete deck and enclosed by a fence, which must meet the requirements for swimming pool protection within Section 11-21-5.G of the Zoning Ordinance. The developer has indicated that they plan to use an aluminum fence in a wrought iron style, though a privacy fence may be used along the west side of the pool to provide additional screening and privacy to the adjacent townhome. The pool location meets the 10-foot setback from the north property line.

Landscaping. Plantings are proposed along the front (east) elevation of the building and arborvitae trees are proposed to be planted around the pool area and extending 30 feet of the driveway access, which will provide screening of the site for the adjacent townhome building. The site will be irrigated in compliance with Section 11-21-9.4.e of the Zoning Ordinance. A security based on the materials and installation costs of the approved landscape plan shall be submitted with the building permit. The City Forester reviewed and had no comments on the landscape plan dated June 13, 2025. Plantings on the site must be installed per the plan and an as-built landscape plan submitted prior to inspection of the landscaping on site.

Lighting. The site plan does not indicate pole lighting on the property. Building mounted lighting at several points around the building; no other lighting is shown on the site. All lighting must be downcast and may not shine onto adjacent properties.

Ownership. The attached townhomes in the Ritter Meadows development will be rental units, so the private recreation building will be managed and maintained as part of the complex as a whole.

RECOMMENDATION

Community Development Department staff recommends approval of the Ritter Meadows private recreation building conditional use permit subject to the following stipulations:

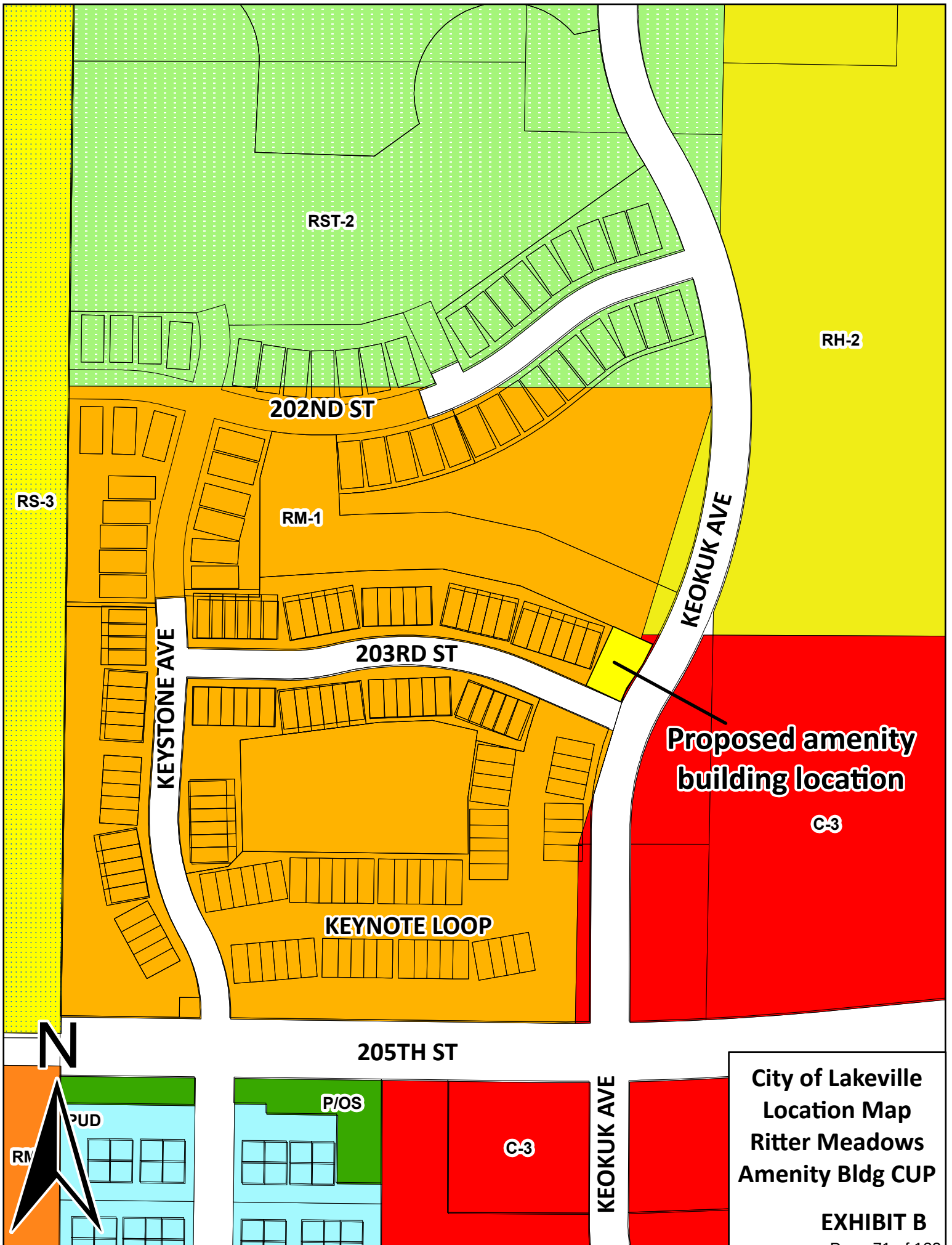
1. In the case that the Ritter Meadows attached townhomes are offered for sale, a homeowner's association shall be established to maintain ownership and maintenance of the Lot 28, Block 1, Ritter Meadows Third Addition, including the amenities and improvements on the property.
2. A security based on the materials and installation costs of the approved landscape plan shall be submitted with the building permit. Plantings on the site must be installed per the plan dated June 13, 2025 and an as-built landscape plan submitted prior to inspection of the landscaping on site.

The findings of fact for the conditional use permit is attached to this report.



City of Lakeville
Location Map
Ritter Meadows
Amenity Bldg CUP

EXHIBIT A



RST-2

RH-2

RS-3

202ND ST

RM-1

KEOKUK AVE

KEYSTONE AVE

203RD ST

Proposed amenity building location

C-3

KEYNOTE LOOP

205TH ST

KEOKUK AVE

P/OS

C-3

City of Lakeville
Location Map
Ritter Meadows
Amenity Bldg CUP

EXHIBIT B

Drawing name: X:\2022\220122 - Keokuk Site\plan sheets\Clubhouse Plans\site.dwg Jun 13, 2025 3:12pm

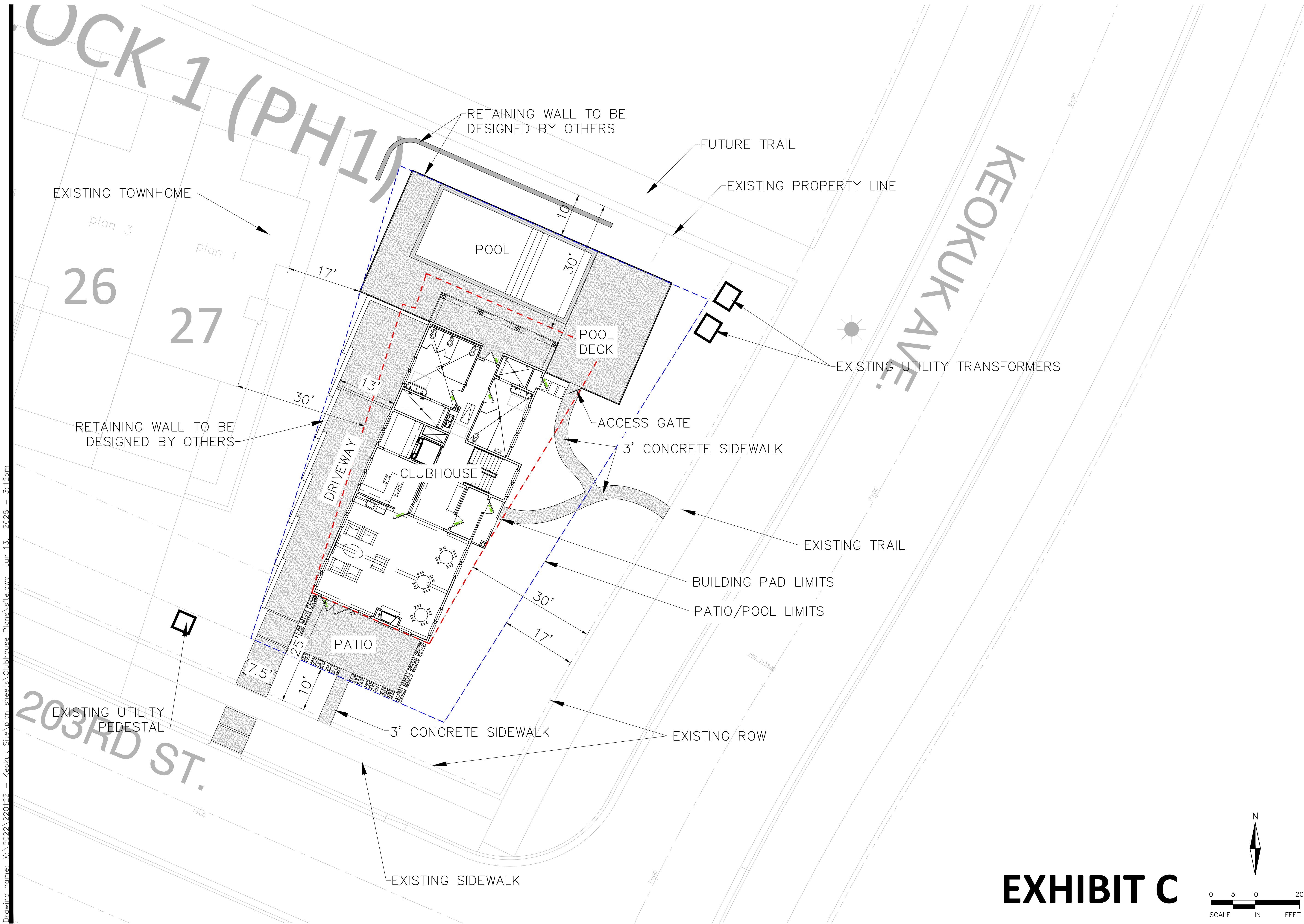
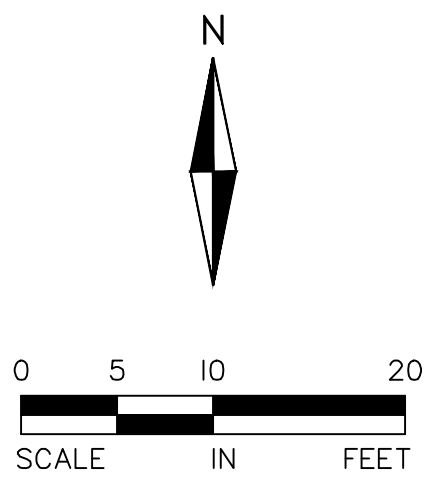


EXHIBIT C



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

6/13/25 CITY SUBMITTAL

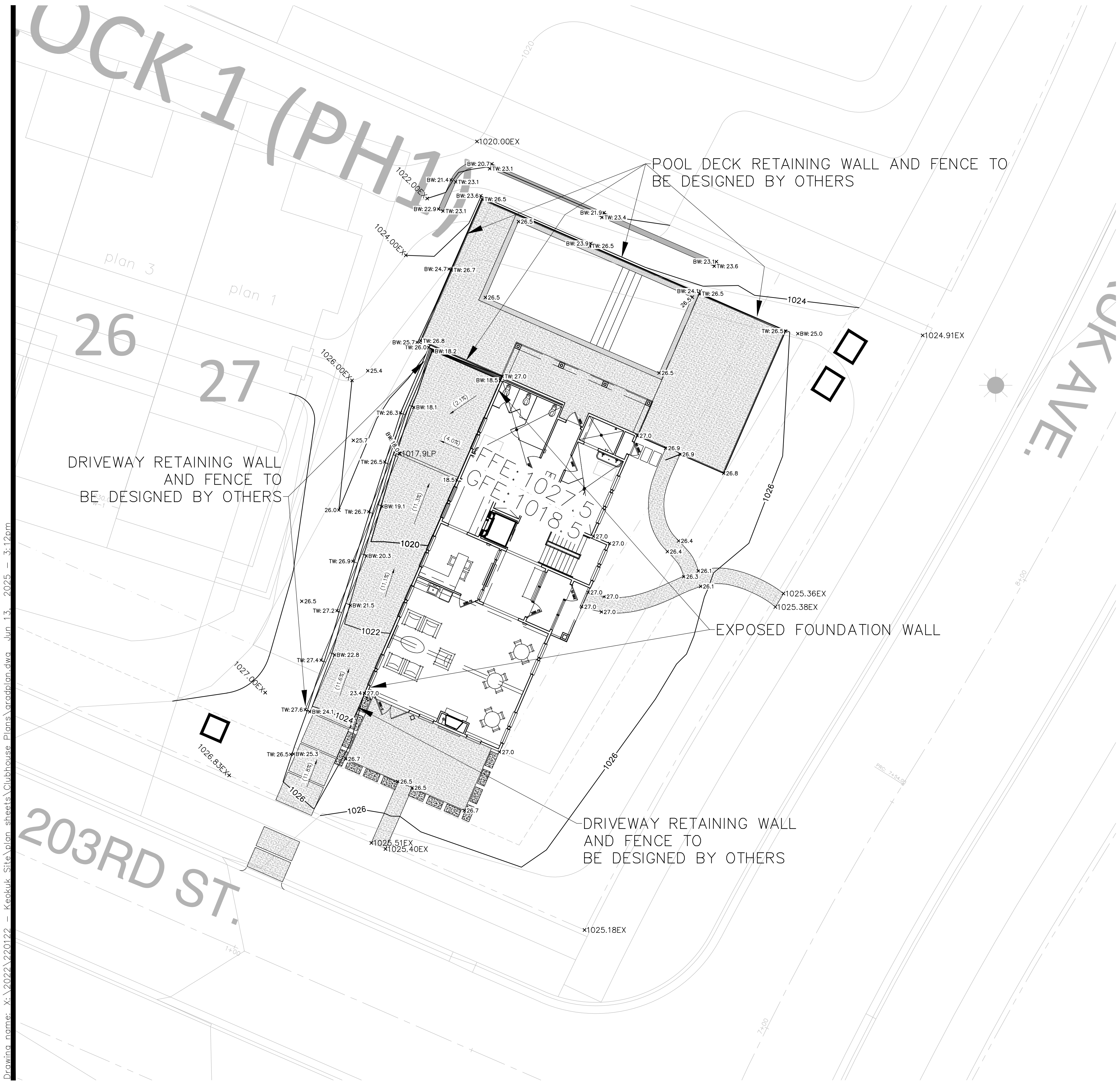
PROJECT TEAM DATA

DESIGNED: CW

DRAWN: AA LJ

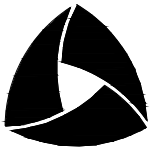
PROJECT NO: 222-0122

Drawing name: X:\2022\220122 - Keokuk Site\plan sheets\Clubhouse Plans\varadplan.dwg Jun 13, 2025 -- 3:12pm



GRADING NOTES:

1. ALL FINISHED GRADES SHALL SLOPE AWAY FROM PROPOSED BUILDINGS AT MINIMUM GRADE OF 2.0%. ALL SWALES SHALL HAVE A MINIMUM SLOPE OF 2.00%.
2. THE CONTRACTOR SHALL KEEP THE ADJACENT ROADWAYS FREE OF DEBRIS AND PREVENT THE OFF-SITE TRACKING OF SOIL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY AND WATERSHED.
3. NOTIFY GOPHER STATE ONE CALL, AT (800)252-1166, 48 HOURS PRIOR TO START OF CONSTRUCTION.
4. ALL IMPROVEMENTS TO CONFORM WITH CITY OF LAKEVILLE CONSTRUCTION STANDARDS SPECIFICATIONS, LATEST EDITION.
5. STRIP TOPSOIL PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE. STOCKPILE PERIMETERS MUST BE PROTECTED WITH SILT FENCE.
6. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
7. IMMEDIATELY FOLLOWING GRADING OF (3:1 OR GREATER) SIDE SLOPES AND DRAINAGE SWALES, WOOD FIBER BLANKET OR OTHER APPROVED SOIL STABILIZING METHOD (APPROVED BY ENGINEER) SHALL BE APPLIED OVER APPROVED SEED MIXTURE AND A MINIMUM OF 4" TOPSOIL.
8. ADDITIONAL BEST MANAGEMENT PRACTICES MAY BE NECESSARY AS SITE AND CLIMATIC CONDITIONS CHANGE THROUGHOUT CONSTRUCTION.
9. ALL RETAINING WALLS TO BE DESIGNED BY OTHERS. CONTRACTOR SHALL PROVIDE ENGINEERED SHOP DRAWINGS FOR REVIEW AND APPROVAL.



ALLIANT

733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

ITTER MEADOWS

LAKEVILLE, MINNESOTA

AMENITY LOT CUP

GRADING PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

6/13/25 CITY SUBMITTAL

PROJECT TEAM DATA

DESIGNED: CW

DRAWN: AA LJ

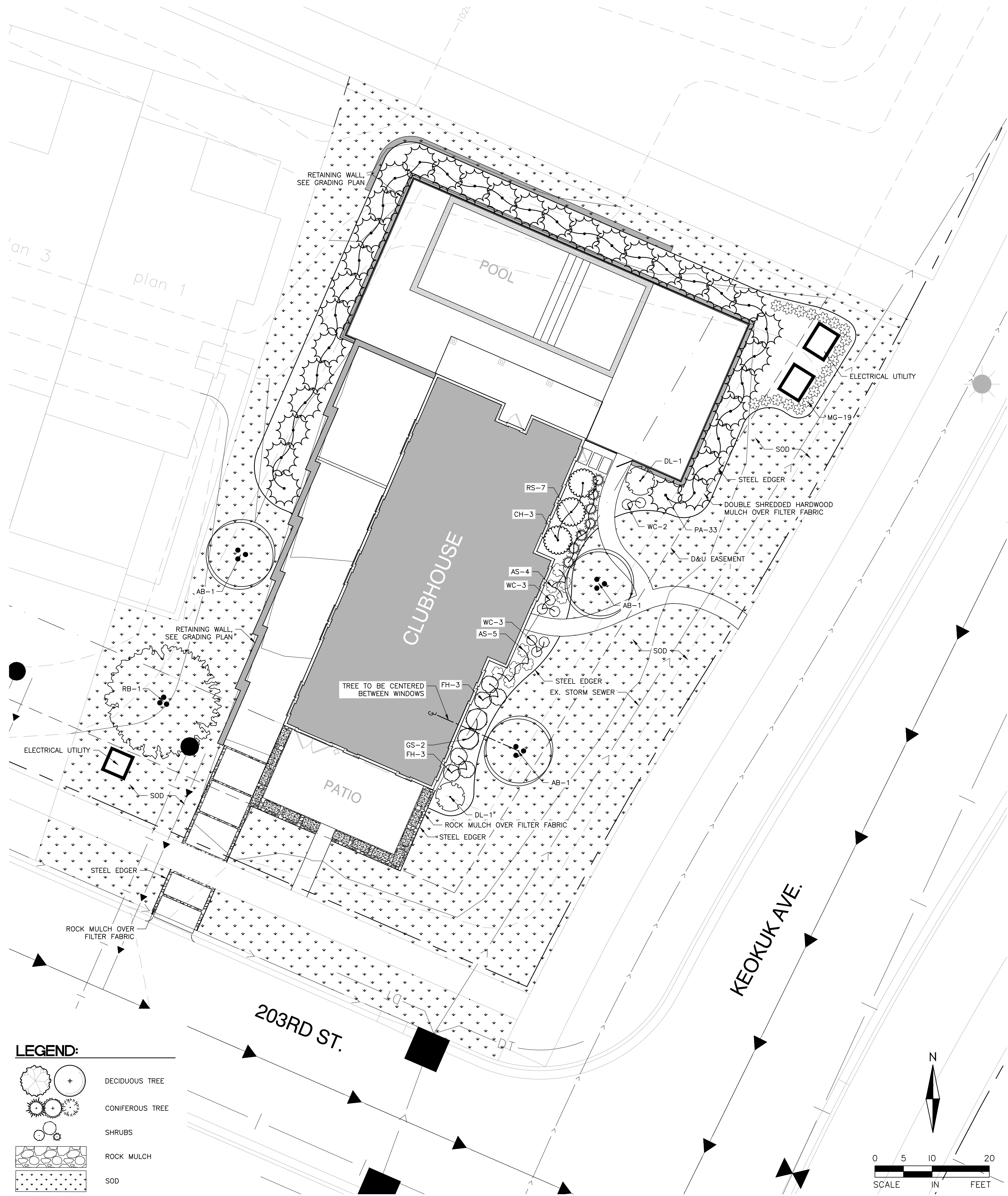
PROJECT NO: 222-0122

2

SHEET 2 of 4

EXHIBIT D

Drawing name: X:\2022\220122 - Keokuk Site\plan sheets\Clubhouse Plans\landscape.dwg Jun 13, 2025 -- 3:13pm



LEGEND:

DECIDUOUS TREE

CONIFEROUS TREE

SHRUBS

ROCK MULCH

SOD

1

PERENNIAL PLANTINGS

NOT TO SCALE

PERENNIALS (TYP.), PLANT IN STAGGERED ROWS UNLESS OTHERWISE SHOWN ON PLAN

4" MULCH OVER WEED BARRIER/FILTER FABRIC (SEE NOTES)

12" PLANTING SOIL AS SPECIFIED

UNDISTURBED AND UNCOMPACTED SUBGRADE

2

SHRUB PLANTING DETAIL

NOT TO SCALE

PRUNE DEAD AND BROKEN BRANCHES

4" DEPTH WOOD MULCH OVER LANDSCAPE FABRIC (SEE NOTES)

PLANTING SOIL, SEE PLANTING NOTES

DRAINAGE MOUND

3

MULCH AT SOD DETAIL

NOT TO SCALE

POLY EDGING

SOD

MULCH TO BE LEVEL WITH FINISHED GRADE

MULCH SEE NOTES

12" SPIKE

FILTER FABRIC MIRAFI OR EQUAL

4

TREE PLANTING

NOT TO SCALE

GLUING PLAN

3-4" DIAMETER DOUBLE STRAND 1/4" WIRE AT 120" SPACING

MULCH SHALL NOT BE IN CONTACT WITH TREE TRUNK

MULCH - 4" DEEP DOUBLE SHREDDED

ROOTBALL

PLANTING SOIL

NOTE: TREE STAKING OPTIONAL

PRUNE DEAD AND BROKEN BRANCHES

18" POLY STRAP 40 LB 1-1/2" WIDE ONE FLAG PER WIRE

EXPOSE ROOT FLARE AND SET AT GRADE

REMOVE ROPE AND BURLAP FROM UPPER 1/3 OF ROOTBALL

WEDGE EDGE V-NOTCH AROUND ALL TREES IN SODDED AREAS

3-OUT STAKES AT 120" SPACING 2"x2"x24" WOOD STAKE AT AN ANGLE

PREPARE AREA 3 TIMES THE WIDTH OF ROOTBALL

5

MULCH AT SIDEWALK DETAIL

NOT TO SCALE

CONCRETE SIDEWALK

MULCH TO BE AT SIDEWALK LEVEL

MULCH SEE NOTES

FILTER FABRIC MIRAFI OR EQUAL

PLANTING SOIL DEPTH VARIES SEE NOTES

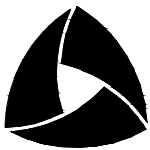
PLANTING NOTES:

1. INSTALL 6" MIN. TOP SOIL TO ALL SOD AND SEED AREAS. FINE GRADE ALL SOD AND SEED AREAS.
2. STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION.
3. ALL SHRUB AREAS UNLESS SPECIFIED AS OTHER TO BE BED MULCHED WITH 4" DEPTH OF DOUBLE SHREDDED HARDWOOD MULCH, BROWN COLOR OVER FILTER FABRIC. WHERE ROCK MULCH IS SPECIFIED, ROCK TO BE 3/8" PEA GRAVEL. POLY EDGER TO BE VALLEY VIEW BLACK DIAMOND OR APPROVED EQUAL.
4. PLANTING SOIL SHALL CONSIST OF 1:1:1 SELECT LOAMY TOPSOIL, PEAT MOSS, PIT RUN SAND.
5. COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
6. ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.
7. ALL TREE TRUNKS SHALL BE WRAPPED WITH BROWN CREPE TREE WRAP. APPLY WRAP IN NOVEMBER AND REMOVE IN APRIL.
8. CALL GOPHER STATE ONE CALL AT 651-454-0002 FOR LOCATING ALL UNDERGROUND UTILITIES AND AVOID DAMAGE TO UTILITIES DURING THE COURSE OF THE WORK.
9. MAINTAIN ALL PLANT MATERIALS, INCLUDING WATERING, UNTIL THE TIME OF ACCEPTANCE.
10. COORDINATE INSTALLATION WITH GENERAL CONTRACTOR.
11. STAKING AND GUYING OF TREES OPTIONAL: MAINTAIN PLUMBNESS OF TREES FOR DURATION OF WARRANTY PERIOD.
12. BLEND AREAS OF CONSTRUCTION LIMITS AT PROPERTY LINES.
13. CONTRACTOR TO SUPPLY DESIGN AND INSTALLATION OF AN IRRIGATION PLAN WITH 100% COVERAGE FOR DESIGNED SOD AND SHRUB AREAS. SOD AND SHRUB AREAS TO BE ON SEPARATE ZONES. USE RAIN BIRD OR APPROVED EQUAL. INSTALL SEPARATE METER FOR IRRIGATION SYSTEM. COORDINATE WITH GENERAL CONTRACTOR. NATIVE SEED AREAS SHALL BE ON SEPARATE ZONES. IRRIGATION RUN TIMES IN SEEDED AREAS SHOULD BE REDUCED AFTER THE FIRST 2 YEARS OF ESTABLISHMENT.
14. SWEEP AND WASH ALL PAVED SURFACES AND REMOVE ALL DEBRIS RESULTING FROM LANDSCAPE OPERATIONS.
15. GENERAL CONTRACTOR SHALL FOLLOW THE COUNTY/STATE SOIL & EROSION CONTROL SPECIFICATION FOR DISTURBED AREA STABILIZATION.

PLANTING SCHEDULE:

#	KEY	COMMON NAME / SCIENTIFIC NAME	SIZE	NOTES
Deciduous Trees				
1	RB	Clump Form River Birch Betula nigra	8' Ht. B&B	Clump Form
Ornamental Trees				
3	AB	Clump Autumn Brilliance Serviceberry Amelanchier x grandifolia 'Autumn Brilliance'	2" cal. B&B	Clump Form
Evergreen Trees				
33	PA	Pyramidal Arborvitae Thuja occidentalis 'Pyramidalis'	8' Ht. B&B	Full Form
Deciduous Shrubs				
2	DL	Dwarf Korean Lilac Syringa meyeri 'Palibin'	#5 Cont.	Min. 5 Canes
2	GS	Glow Girl Spirea Spirea betulifolia 'TorGold'	#5 Cont.	Min. 5 Canes
3	CH	Candy Apple Hydrangea Hydrangea paniculata 'SMHPMWMH'	#5 Cont.	Min. 5 Canes
6	FH	Firefly Nightglow Honeysuckle Diervilla splendens 'El Madrigal'	#5 Cont.	Min. 5 Canes
Perennials				
19	MG	Miscanthus Flame Grass Miscanthus sinensis 'Purpurascens'	#3 Cont.	
8	WC	Walkers Low Catmint Nepeta Faassenii 'Walker's Low'	#1 Cont.	
9	AS	Autumn Fire Sedum Sedum x 'Autumn Fire'	#1 Cont.	
7	RS	Ruby Stella Daylily Hemerocallis 'Ruby Stella'	#1 Cont.	

Note: Quantities on plan supercedes schedule in event of discrepancy



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ITTER MEADOWS

LAKEVILLE, MINNESOTA

AMENITY LOT CUP

LANDSCAPE PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

6/13/25 CITY SUBMITTAL

PROJECT TEAM DATA

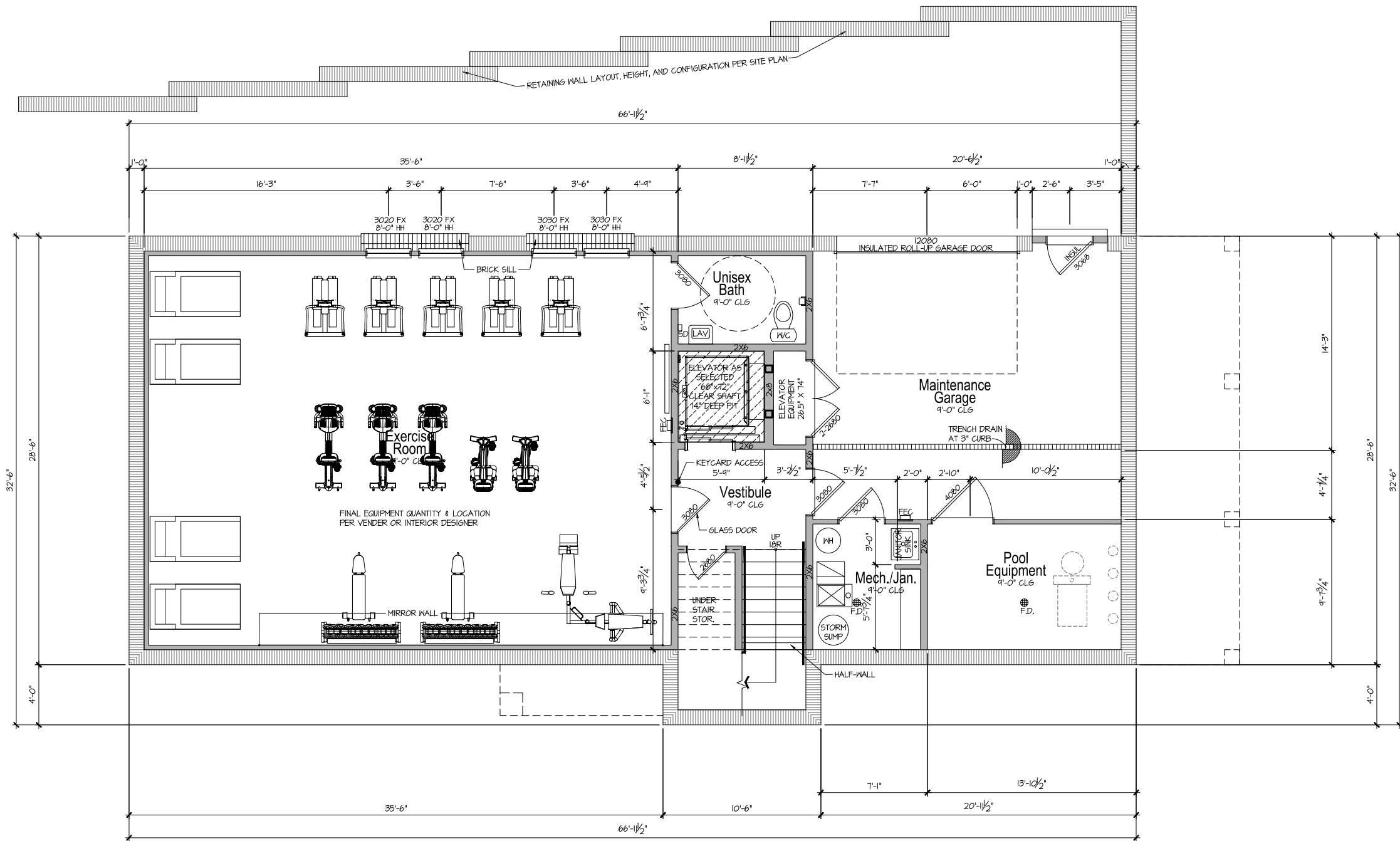
DESIGNED: CW

DRAWN: SRM

PROJECT NO: 222-0122

EXHIBIT E 1

SHEET 1 of 1



Lower Floor Plan

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)

EXHIBIT G

CONSTRUCTION ASSEMBLIES:

- ROOF CONSTRUCTION:**
COMPOSITION ROOF SHINGLES ON UNDERLAYMENT ON ROOF SHEATHING ON ROOF FRAMING MEMBERS (AS NOTED ON FRAMING PLANS).
CEILING: 5/8" GYPSUM BOARD WITH INSULATION ABOVE.
- TYPICAL SIDING WALL CONSTRUCTION:**
SIDING ON WATER RESISTANT BARRIER ON EXTERIOR WALL SHEATHING ON 2x4 OR 2x6 STUDS, 16" O.C. W/ INSULATION IN CAVITIES.
INTERIOR: 1/2" GYPSUM BOARD.
- TYPICAL STONE VENEER WALL CONSTRUCTION:**
ADHERED SYNTHETIC STONE VENEER (INSTALLED PER MFR'S SPEC.) OVER WATER RESISTANT BARRIER ON EXTERIOR WALL SHEATHING ON 2x4 OR 2x6 STUDS, 16" O.C. W/ INSULATION IN CAVITIES.
INTERIOR: 1/2" GYPSUM BOARD.
- TYPICAL FLOOR CONSTRUCTION:**
FINISHED FLOORING ON 3/4" FLOOR SHEATHING ON FLOOR FRAMING AS NOTED ON STRUCTURAL DRAWINGS.
MAIN FLOOR CEILING: 5/8" GYPSUM BOARD.
- CONCRETE SLAB CONSTRUCTION:**
CONCRETE SLAB OVER 6 MIL. POLYETHYLENE VAPOR BARRIER OVER 4" MINIMUM GRANULAR FILL.

GENERAL BASEMENT PLAN NOTES:

- ALL UNDIMENSIONED PARTITIONS (P-P) ARE 3 1/2" ROUGH UNLESS NOTED OTHERWISE.
- STRUCTURAL FOUNDATION PLANS SHALL BE BY OTHERS. SEE STRUCTURAL FOUNDATION AND FRAMING PLANS FOR STEEL COLUMN, STEEL BEAM, WOOD POST SIZES, AND DIMENSIONS.
- IF MAIN FLOOR FRAMING IS TO BE INSTALLED BEFORE CONCRETE FLOOR, PROVIDE THE FOLLOWING:
 - AT PAD FOOTINGS, PROVIDE 8"x8" CONCRETE PEDESTAL FLUSH WITH CONCRETE FLOOR FOR ATTACHMENT OF POST BASE
 - AT CONTINUOUS FOOTINGS UNDER FRAMING BEARING WALLS, PROVIDE 6" WIDE CONTINUOUS CONCRETE STEM, TOP OF STEM FLUSH WITH CONCRETE FLOOR & CENTERED ON FOOTING.
- ALL ANGLED PARTITIONS ARE 45 DEGREES UNLESS NOTED OTHERWISE.
- FOR ADDITIONAL INFORMATION SEE GENERAL NOTES AND DETAILS.

BASEMENT PLAN KEYNOTES:

- # THE FOLLOWING KEYNOTES REFERENCE THE SYMBOLS AS SHOWN ON PLANS:
- DROP TOP OF FOUNDATION AT OVERHEAD GARAGE DOOR.
 - DROP TOP OF FOUNDATION AT SERVICE DOOR.
 - PROVIDE WINDOW WELL AS SPECIFIED BY BUILDER. CLEAR DIMENSIONS OF WELL SHALL BE 36"x36" MINIMUM W/ LADDER AT EGRESS WINDOWS.
 - PROVIDE 5/8" TYPE "X" GYPSUM BOARD ON WALLS AND CEILINGS UNDER ACCESSIBLE ENCLOSED STAIRS.
 - LINE OF FRAMING ABOVE.
 - LINE OF STOOP ABOVE.
 - FLOOR DRAIN.
 - BEAM POCKET.
 - SUMP PIT LOCATION AS REQUIRED BY SOILS ENGINEER.
 - HANDRAIL.
 - EMERGENCY EGRESS: WINDOW SHALL COMPLY WITH GOVERNING FIRE & BUILDING CODES. MAXIMUM SILL HEIGHT OF EGRESS WINDOWS SHALL BE NO MORE THAN 44" A.F.F.

ISSUE DATE: 04-APRIL-2024

REVISIONS

Ritter Meadows
205th Street West
Lakeville, Minnesota
Creative Homes



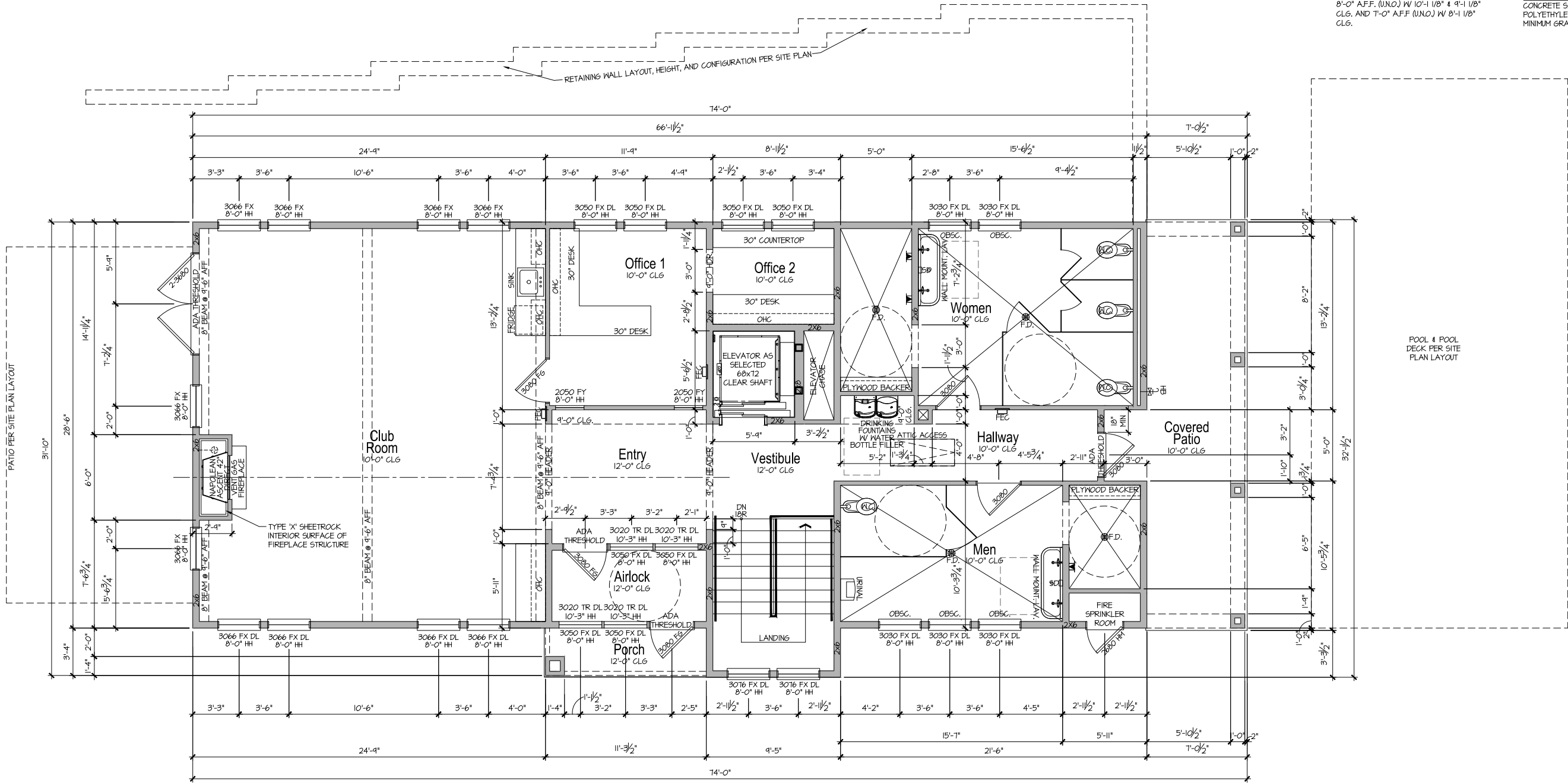
8825 Coleman Boulevard
Frisco, Texas 75034
972.729.1778

JOB NO: 24-0481 PROJ MGR: KDB
DRAWN: KDB CHECKED: KDB

BASEMENT PLAN

AMENITY CENTER

A0.1



Main Floor Plan

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)

GENERAL FLOOR PLAN NOTES:

- ALL UNDIMENSIONED PARTITIONS (P) ARE 3 1/2" ROUGH UNLESS NOTED OTHERWISE.
- ALL EXTERIOR DIMENSIONS ARE TO FACE OF STUDS UNLESS NOTED OTHERWISE.
- ALL ANGLED PARTITIONS ARE 45 DEGREES UNLESS NOTED OTHERWISE.
- WINDOW SUPPLIER TO VERIFY AT LEAST ONE WINDOW IN ALL BEDROOMS MEETS ALL EMERGENCY EGRESS REQUIREMENTS.
- ALL ELECTRICAL AND MECHANICAL EQUIPMENT, METER LOCATIONS, ETC. SHALL BE CONFIRMED BY MECHANICAL AND ELECTRICAL CONTRACTORS.
- CONTRACTORS SHALL COORDINATE WITH BUILDER PRIOR TO RELOCATION OF EQUIPMENT AND METERS.
- ALL TRUSSES TO BEAR ON EXTERIOR WALLS AND/OR GIRDER TRUSS UNLESS NOTED OTHERWISE.
- TRUSS MFG. TO SIZE MEMBERS, FASTENERS, HANGERS & SET SPACING FOR ALL TRUSSES.
- FOR ADDITIONAL INFORMATION SEE GENERAL NOTES AND DETAILS.
- TYPICAL WINDOW HEAD HEIGHTS SHALL BE 8'-0" A.F.F. (U.N.O.) W/ 10'-1 1/8" & 9'-1 1/8" CLG. AND T-0" A.F.F. (U.N.O.) W/ 8'-1 1/8" CLG.

CONSTRUCTION ASSEMBLIES:

- A. ROOF CONSTRUCTION: COMPOSITION ROOF SHINGLES ON UNDERLAYMENT ON ROOF SHEATHING ON ROOF FRAMING MEMBERS (AS NOTED ON FRAMING PLANS).
- B1. TYPICAL SIDING WALL CONSTRUCTION: SIDING ON WATER RESISTANT BARRIER ON EXTERIOR WALL SHEATHING ON 2x4 OR 2x6 STUDS, 16" O.C. W/ INSULATION IN CAVITIES. INTERIOR: 1/2" GYPSUM BOARD.
- B2. TYPICAL STONE VENEER WALL CONSTRUCTION: ADHERED SYNTHETIC STONE VENEER (INSTALLED PER MFR'S SPEC.) OVER WATER RESISTANT BARRIER ON EXTERIOR WALL SHEATHING ON 2x4 OR 2x6 STUDS, 16" O.C. W/ INSULATION IN CAVITIES. INTERIOR: 1/2" GYPSUM BOARD.
- C. TYPICAL FLOOR CONSTRUCTION: FINISHED FLOORING ON 3/4" FLOOR SHEATHING ON FLOOR FRAMING AS NOTED ON STRUCTURAL DRAWINGS. MAIN FLOOR CEILING: 5/8" GYPSUM BOARD.
- D. CONCRETE SLAB CONSTRUCTION: CONCRETE SLAB OVER 6 MIL. POLYETHYLENE VAPOR BARRIER OVER 4" MINIMUM GRANULAR FILL.

ISSUE DATE: 04-APRIL-2023

REVISIONS

Ritter Meadows
205th Street West
Lakeville, Minnesota
Creative Homes



8825 Coleman Boulevard
Frisco, Texas 75034
972.729.1778

JOB NO: 24-0481 PROJ MGR: KDB
DRAWN: KDB CHECKED: KDB

MAIN FLOOR PLAN

AMENITY CENTER

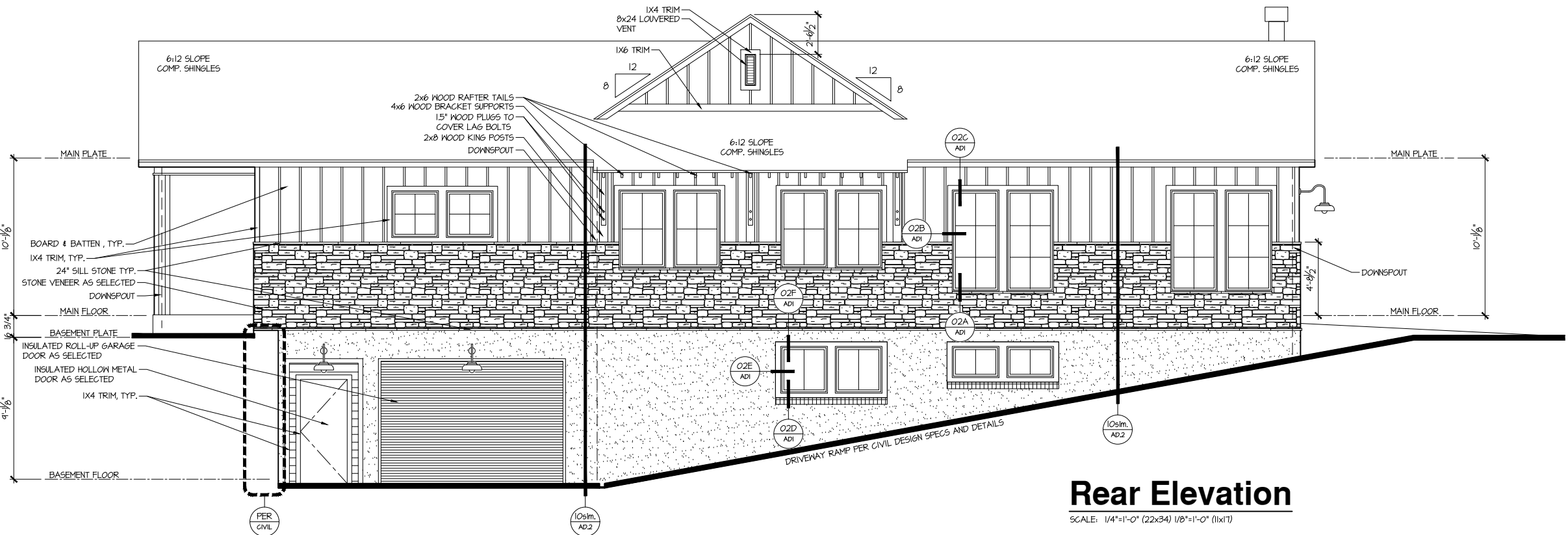
A1.1

CONSTRUCTION ASSEMBLIES:

- A. ROOF CONSTRUCTION:
COMPOSITION ROOF SHINGLES ON UNDERLAYMENT ON ROOF SHEATHING ON ROOF FRAMING MEMBERS (AS NOTED ON FRAMING PLANS).
CEILING: 5/8" GYPSUM BOARD WITH INSULATION ABOVE.
- BI. TYPICAL SIDING WALL CONSTRUCTION:
SIDING ON WATER RESISTANT BARRIER ON EXTERIOR WALL SHEATHING ON 2x4 OR 2x6 STUDS, 16" O.C. W/ INSULATION IN CAVITIES. INTERIOR: 1/2" GYPSUM BOARD.
- B2. TYPICAL STONE VENEER WALL CONSTRUCTION:
ADHERED SYNTHETIC STONE VENEER (INSTALLED PER MFR'S SPECS.) OVER WATER RESISTANT BARRIER ON EXTERIOR WALL SHEATHING ON 2x4 OR 2x6 STUDS, 16" O.C. W/ INSULATION IN CAVITIES. INTERIOR: 1/2" GYPSUM BOARD.
- C. TYPICAL FLOOR CONSTRUCTION:
FINISHED FLOORING ON 3/4" FLOOR SHEATHING ON FLOOR FRAMING AS NOTED ON STRUCTURAL DRAWINGS. MAIN FLOOR CEILING: 5/8" GYPSUM BOARD.
- D. CONCRETE SLAB CONSTRUCTION:
CONCRETE SLAB OVER 6 MIL. POLYETHYLENE VAPOR BARRIER OVER 4" MINIMUM GRANULAR FILL.

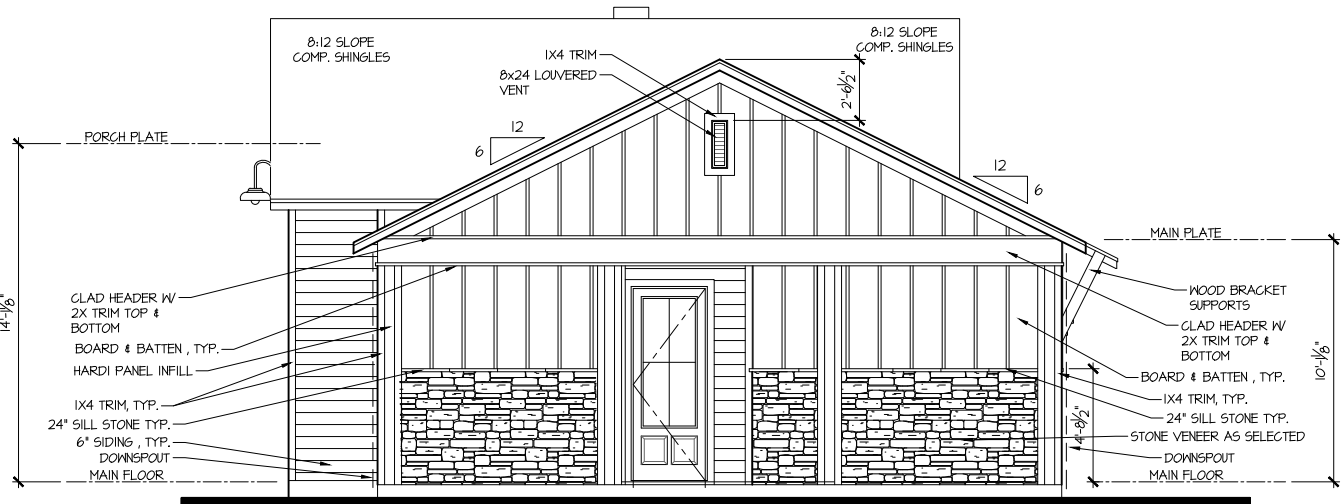
ISSUE DATE: 04-APRIL-2023

REVISIONS



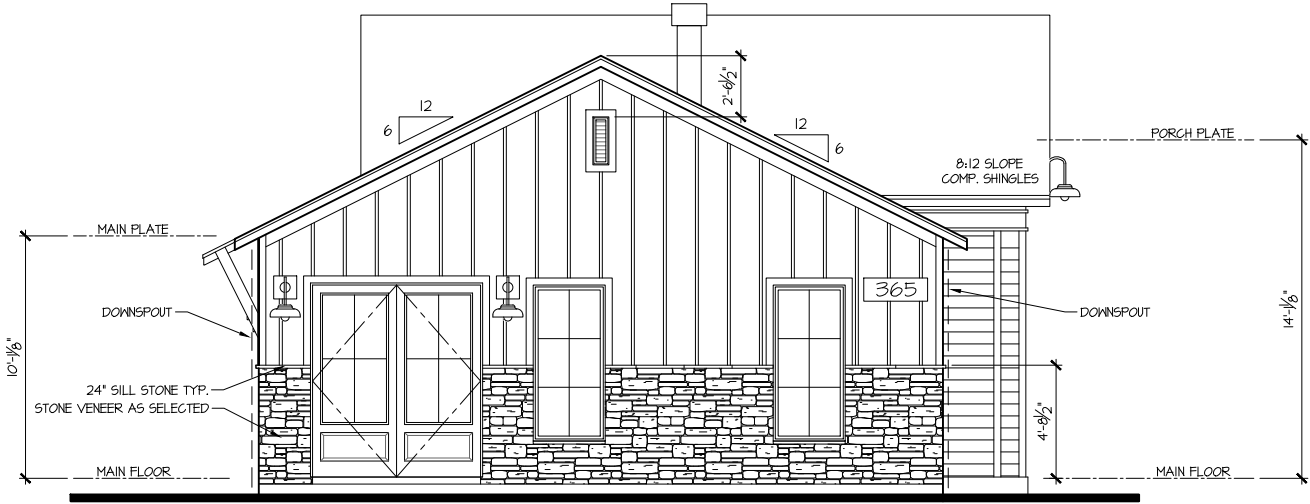
Rear Elevation

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)



Right Elevation

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)

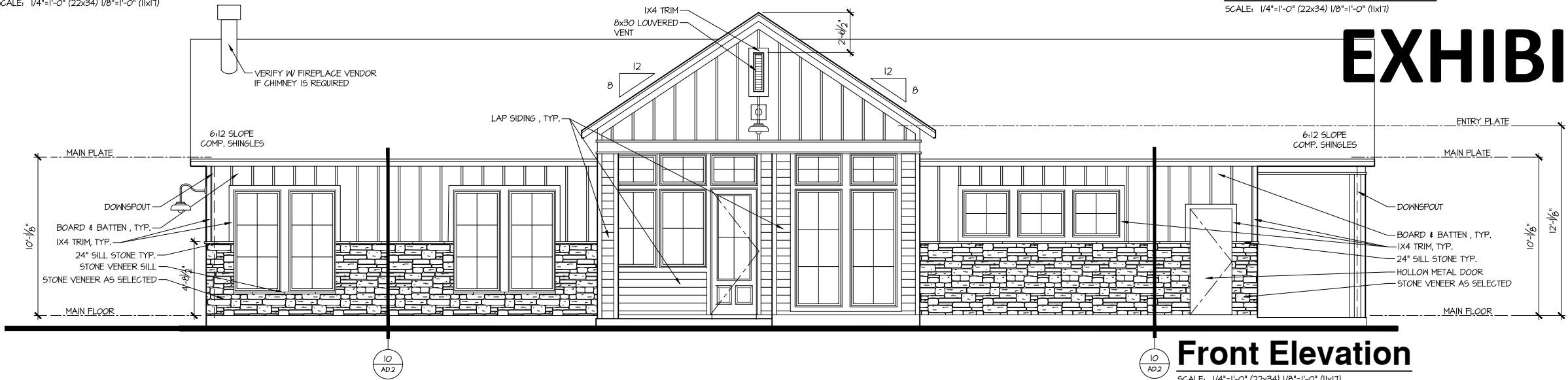


Left Elevation

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)

GENERAL FLOOR PLAN NOTES:

- ALL UNDIMENSIONED PARTITIONS (WALLS) ARE 3 1/2" THICK UNLESS NOTED OTHERWISE.
- ALL EXTERIOR DIMENSIONS ARE TO FACE OF STUDS UNLESS NOTED OTHERWISE.
- ALL ANGLED PARTITIONS ARE 45 DEGREES UNLESS NOTED OTHERWISE.
- WINDOW SUPPLIER TO VERIFY AT LEAST ONE WINDOW IN ALL BEDROOMS MEETS ALL EMERGENCY EGRESS REQUIREMENTS.
- ALL ELECTRICAL AND MECHANICAL EQUIPMENT, METER LOCATIONS, ETC. SHALL BE CONFIRMED BY MECHANICAL AND ELECTRICAL CONTRACTORS.
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- FOR ADDITIONAL INFORMATION SEE GENERAL NOTES AND DETAILS.
- TYPICAL WINDOW HEAD HEIGHTS SHALL BE 8'-0" A.F.F. (UNO.) W/ 10'-1 1/8" & 9'-1 1/8" C.L.G. AND 7'-0" A.F.F. (UNO.) W/ 8'-1 1/8" C.L.G.



Front Elevation

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)

EXHIBIT I

Ritter Meadows
205th Street West
Lakeville, Minnesota
Creative Homes



JOB NO: 24-0481 PROJ MGR: KDB
DRAWN: KDB CHECKED: KDB
EXTERIOR ELEVATIONS

AMENITY CENTER
A3.1



Date: 10/20/2025

Agreement with Xcel Energy to Replace Streetlights on County Road 50

Proposed Action

Staff recommends adoption of the following motion: Move to approve agreement with Xcel to replace streetlights on County Road 50.

Overview

The streetlights located on the south side of County Road 50, between Dodd Boulevard and Holyoke Avenue, are over 25 years old and are currently in disrepair. Due to their age and condition, replacement of these lights is recommended.

The City contracts with Xcel Energy for the ownership, operation, and maintenance of streetlights within their service area. Xcel Energy has provided a quote of \$96,110.87 to install new streetlights along this corridor.

Supporting Information

1. Xcel Agreement
2. Location Exhibit

Financial Impact: \$96,110.87 Budgeted: Yes Source: Streetlight fund Envision Lakeville Community Values: Good Value for Public Services Report Completed by: Paul Oehme, Public Works Director

Account No. XX-0015579130-X
Job No. 15696355
Job Address 202ND ST W
LAKEVILLE, MN 55044



Northern States Power Company - Minnesota
825 Rice Street
St Paul, MN 55117

Dear LAKEVILLE

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for:
undefined

Your portion of the cost of this project is \$96,110.87. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Design Operations Specialist by email at NSPMDesignCIAC@xcelenergy.com or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

- **Documents to be returned to Xcel Energy:**
 - * Statement of Work Request 17-7012

- **Additional enclosures:**
 - * Customer Payment Options

If you have any questions about the enclosures or about your specific job, please contact the design representative below and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,
Alicia Krampert
Contractor, Outsourcing
825 Rice Street
St Paul, MN 55117
Xcel Energy
Alicia.J.Krampert@xcelenergy.com
612-346-2952

Updated 06/25/2025



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit www.xcelenergy.com/billing_and_payment and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

Please note the current fees along with payment information:

- **Residential Customer Accounts**
 - *Payments accepted for up to \$1,000 in a single transaction*
 - *There is a \$1.80 fee per transaction*
 - *No fee for Wisconsin and Michigan residential customer accounts*
- **Non-Residential Customer Accounts**
 - *Payments accepted for up to \$100,000 in a single transaction*
 - *There is a 2.2% fee per transaction.*

All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.

**If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.*

Overnight Payment Delivery Options

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy
C/O Deluxe - Lockbox # 4176
5450 N Cumberland Ave
Chicago, IL 60656
Overnight delivery contact phone number: 612-216-7976

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

Pay by U.S Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy
P.O. Box 4176
Carol Stream, IL 60197-4176

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.



STATEMENT OF WORK REQUESTED

DATE: OCTOBER 14, 2025
WORK REQUESTED BY: LAKEVILLE
WORK LOCATION: 202ND ST W, LAKEVILLE, MN 55044
ADDRESS: 20195 HOLYOKE AVE
LAKEVILLE, MN 55044-8339

CONSISTING OF:

INSTALL (12) 30' FIBERGLASS POLES (12) "C" COBRAS, (12) 4' MASTARMS, GROUND RODS, PULLBOXES, SECONDARY CABLE, CONDUIT, AND TRACER WIRE. INSTALL UNDERGROUND BY BORE.

RATE SCHEDULE A30 SHEET NO 74 & 82

RESTORATION NOT INCLUDED

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay

(\$ 96,110.87)

in accordance with the following terms:

SEE ADDITIONAL INFORMATION FOR INSTALLING FACILITIES ATTACHEMENTS

Receipt of the above amount hereby acknowledged on behalf of the Company by

Alicia Krampert



XCEL ENERGY SIGNATURE	CUSTOMER SIGNATURE
Northern States Power Company	Legal Entity Name (if applicable):
By: Christie Black  Digitally signed by Christie Black Date: 2025.10.14 14:12:11 -05'00'	Authorized Signer (see signing options below*): Signing Option 1 ☐ AGREE Signing Option 2 (Signature below) By:
Printed Name: Christie Black	Printed Name:
Title: Manager Outdoor Lighting	Title (if applicable):
Date: 10/15/2025	Date:

* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and sign and return by mail.

FOR XCEL ENERGY USE

Xcel Energy Representative Alicia Krampert Xcel Energy Work Order # 15696355

Construction \$	Removal \$	Total \$
<u>96,110.87</u>	<u> </u>	<u>96,110.87</u>

Form 17-7012

ADDITIONAL DETAILS:

POLE LOCATIONS MUST BE MARKED PRIOR TO CONSTRUCTION





Date: 10/20/2025

Launch Park Fourth Addition Development Contract and Stormwater Maintenance Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Development Contract and Stormwater Maintenance Agreement for Launch Park Fourth Addition.

Overview

The City Council approved the final plat and resolution for Launch Park Fourth Addition on October 6, 2025. The approved plat includes one lot and one outlot on a 20-acre parcel. A stipulation of approval requires the developer to sign a development contract and all documents pursuant to the approved development contract.

The development contract is required to address site improvements and securities to assure the City the work is completed as planned. The stormwater maintenance agreement is required to address the continued maintenance of the on-site stormwater facilities.

Supporting Information

1. Launch Park Fourth Addition Final Plat
2. Development Contract
3. Stormwater Maintenance Agreement

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Heather Botten, Senior Planner

LAUNCH PARK FOURTH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Hat Trick Investments, LLC, a Minnesota limited liability company, owner of the following described property:
Outlot A, LAUNCH PARK FIRST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.
Has caused the same to be surveyed and platted as LAUNCH PARK FOURTH ADDITION, and does hereby dedicate to the public for public use the public ways and the drainage and utility easements created by this plat.

In witness whereof said Hat Trick Investments, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 2025.
Signed: Hat Trick Investments, LLC, a Minnesota limited liability company

BY _____ of Hat Trick Investments, LLC, a Minnesota limited liability company.
BY _____ of Hat Trick Investments, LLC, a Minnesota limited liability company.

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ of Hat Trick Investments, LLC, a Minnesota limited liability company.

Signature

Printed
Notary Public _____ County, _____
My commission expires _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ of Hat Trick Investments, LLC, a Minnesota limited liability company.

Signature

Printed
Notary Public _____ County, _____
My commission expires _____

I, Eric A. Roeser do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.
Dated this _____, day of _____, 2025.

Eric A. Roeser, Licensed Land Surveyor
Minnesota License No. 47476

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on this _____ day of _____, 2025, by Eric A. Roeser, Land Surveyor, Minnesota License No. 47476.

Signature

Printed
Notary Public _____ County, _____
My commission expires _____

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

This plat of LAUNCH PARK FOURTH ADDITION was approved and accepted by the City Council of the City of Lakeville, Minnesota at a regular meeting thereof held this _____ day of _____, 2025, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 2025.

By: _____
Todd B. Tollefson
Dakota County Surveyor

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

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 2025.

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

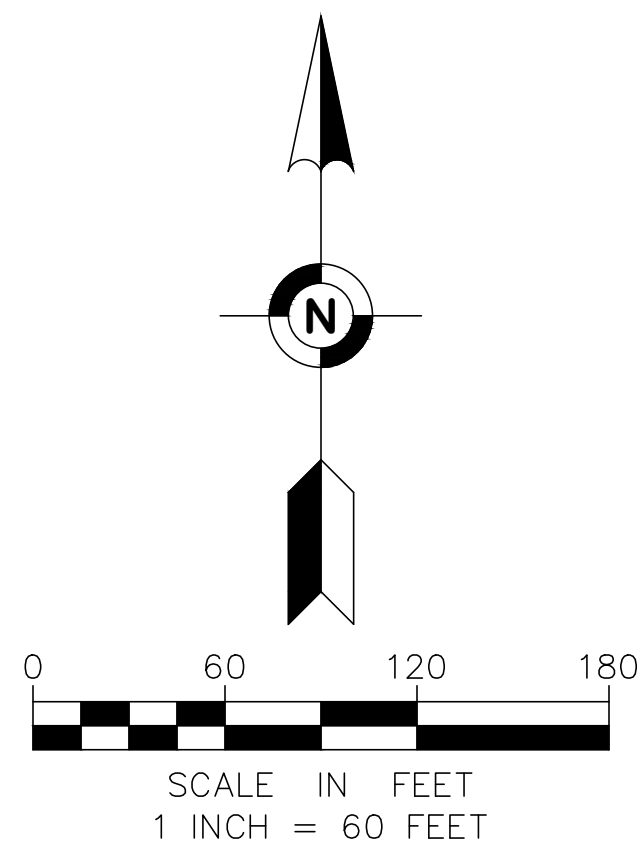
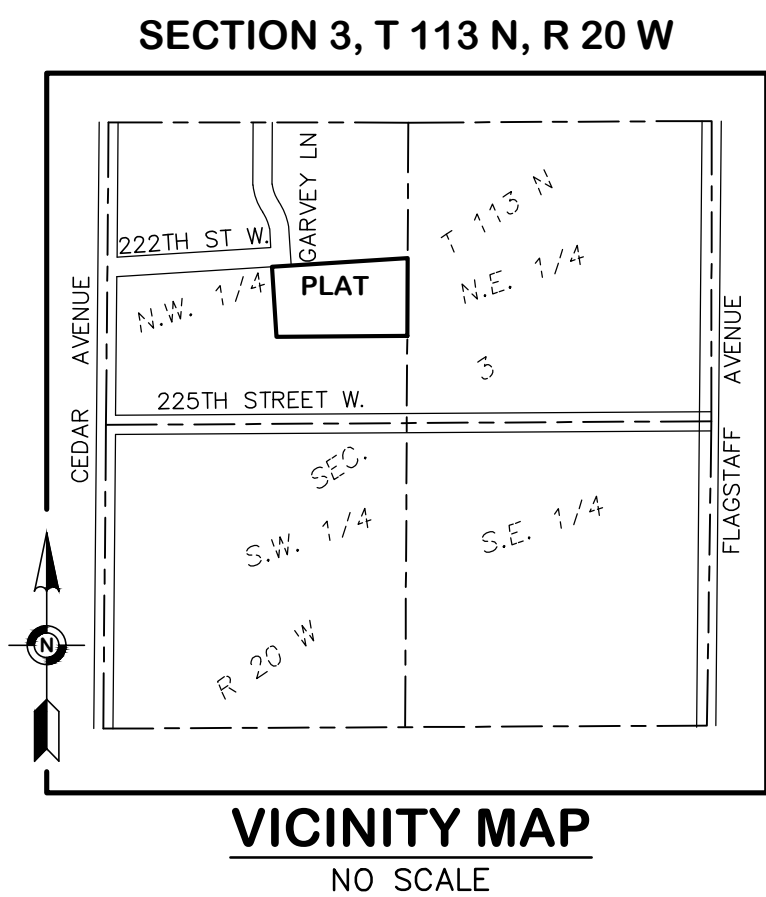
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of LAUNCH PARK FOURTH ADDITION was filed in the office of the County Recorder for public record this _____ day of _____, 2025, at _____ o'clock ____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

By: _____
Amy A. Koethe, County Recorder

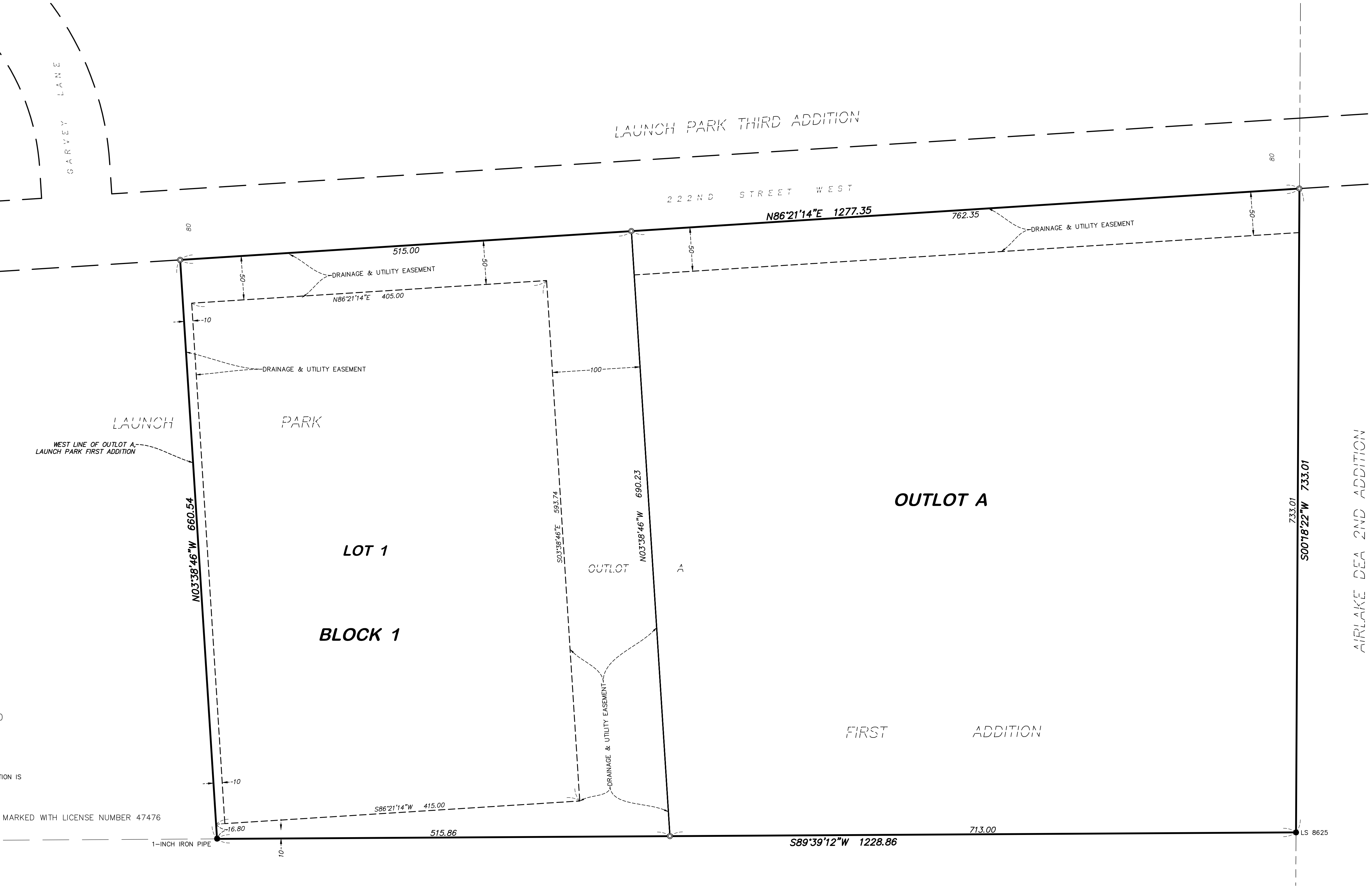


LAUNCH PARK FOURTH ADDITION



THE WEST LINE OF OUTLOT A, LAUNCH PARK FIRST ADDITION IS ASSUMED TO BEAR N03°38'46"W

- DENOTES FOUND MONUMENT AS NOTED
- ⊙ DENOTES SET 5/8-INCH BY 14-INCH REBAR MARKED WITH LICENSE NUMBER 47476



(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

LAUNCH PARK FOURTH ADDITION

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

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

Outlot A, Launch Park First Addition, Dakota County, Minnesota, according to the recorded plat thereof.

[to be platted as Lot 1, Block 1 and Outlot A, Launch Park Fourth Addition, Dakota County, Minnesota.]

2. CONDITIONS OF PLAT AND SITE PLAN APPROVAL. The City hereby approves the plat and Site Plan for Lot 1, Block 1 of 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. Lot 1, Block 1 of the plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, B, C, and F the plans may be prepared, subject to the City Engineer's approval, after entering the Contract, but before commencement of any work in the plat. The City Engineer may approve minor amendments to Plan B, 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 (if applicable)

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 (if applicable).

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 (if applicable) by November 30, 2026, with the exception of the final wear course of asphalt on streets. The final wear course on streets (if applicable) shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon

updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

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

The Developer is responsible for obtaining an MPCA Construction Permit for Lot 1, Block 1, Launch Park Fourth Addition (sometimes referred to in this Contract as the "site") prior to construction. The Developer is responsible for following and implementing all of the requirements outlined in the SWPPP. Any changes made throughout construction must be documented in the SWPPP. Additional erosion

control measures may be required during construction as deemed necessary by City staff. Any additional measures required shall be installed and maintained by the Developer.

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

\$132,000.00	x 2.0%	= \$2,640.00
Grading Cost	2025 Rate	MS4 Administration Fee
Launch Park Fourth Addition		Launch Park Fourth Addition
Lot 1, Block 1		Lot 1, Block 1

The MS4 Administration Fee for Outlot A, Launch Park Fourth Addition will be collected with subsequent phases of the plat at the time it is final platted into lots and blocks, at the rate in effect at the time of final plat approval.

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

Prior to the release of the grading and erosion control security, the “as-constructed” plan for the improvements must be submitted to verify that the final as-built grades and elevations of the improvements

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

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

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

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

17. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract and final acceptance by the City, the public improvements (if applicable) 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 for its project on the site. 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 a privately owned and maintained stormwater management infiltration basin on the site to collect and treat the stormwater runoff generated from the site and enter into (or otherwise be bound by) a stormwater maintenance agreement with the City in a recordable form approved by the City. The Developer shall submit an approved final stormwater management plan for the site prior to approval and recording of the Launch Park Fourth Addition final plat. The Developer shall submit an approved final grading plan prior to approval and recording of the Launch Park Fourth Addition final plat and issuance of a grading permit for the site.

Following completion of the site improvements and restoration, the Developer shall conduct a double ring infiltrometer test in the location of the filtration basin to demonstrate that the design infiltration rates have been achieved. The Developer shall provide a \$5,000.00 security with the final plat to ensure that this testing is completed.

The Developer shall construct a privately owned and maintained storm sewer system within the site to collect and convey stormwater runoff to the privately owned and maintained infiltration basin.

Storm Sewer Charge Summary

Gross Area of Launch Park 4 th Addition		872,227.00 s.f.
Less Area of Outlot A (Future Development)	(-)	524,403.00 s.f.
Total Storm Sewer Charge Area (Commercial and Industrial)	=	347,824.00 s.f.

347,824.00 s.f.	x \$0.250/s.f.	= \$86,956.00
Net Area	2025 Unit Rate	Storm Sewer Charge
Launch Park Fourth Addition	(Commercial and Industrial)	Launch Park Fourth Addition
Lot 1, Block 1		Lot 1, Block 1

The Storm Sewer Charge for Outlot A, Launch Park Fourth Addition will be collected with subsequent phases of the plat at the time it is final platted into lots and blocks, at the rate in effect at the time of final plat approval.

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

20. SANITARY SEWER. Launch Park Fourth Addition is located within the South Creek sanitary sewer district as identified in the City's Comprehensive Sanitary Sewer Plan. Wastewater will be conveyed via existing sanitary sewer to the Empire Treatment Facility via the MCES Elko/New Market Interceptor monitored by meter M646.

The Developer shall construct privately owned and maintained 8-inch sanitary sewer within the site to connect to the public sanitary sewer stub located at the property line south of 222nd Street.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and must be paid by the Developer for the site with the final plat. The fee will be based on the rate in effect at the time of final plat approval.

The Sanitary Sewer Availability Charge for Outlot A, Launch Park Fourth Addition will be collected with subsequent phases of the plat at the time it is final platted into lots and blocks, at the rate in effect at the time of final plat approval.

21. WATERMAIN. The Developer shall construct privately owned and maintained 6-inch watermain within the site to connect to the public sanitary sewer stub located at the property line south of 222nd Street.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility, and street construction shall be limited to a single access from 222nd Street.

23. SITE PLAN. The site plan proposes three 33,750 square foot (375' x 90') garage condo buildings and one 16,875 square foot (375' x 40') building. Site improvements also include access drive aisles, utilities, and stormwater management facilities. The proposed stormwater treatment involves an

infiltration pond on the east side of the site. The Developer shall provide (or otherwise be subject to) a private stormwater maintenance agreement and declaration of covenants for the ownership and maintenance of the private shared stormwater facilities and common areas in a recordable form approved by the City.

The existing parcel consists of Outlot A, Launch Park First Addition. The site consists of undeveloped agricultural land. The site is located within the South Creek Stormwater District with the site generally draining west to east. The northwest of the site is being used for stockpiling. The Developer shall provide a security in the amount of \$10,000.00 to ensure the removal and reestablishment of the active stockpile area on the site.

24. PARKS, TRAILS, AND SIDEWALKS. The Park Dedication requirement has not been collected on the parent parcels and will be satisfied for the site through a cash contribution to be paid with the final plat, calculated as follows:

Park Dedication Summary		
Gross Area of Launch Park 4 th Addition		20.02 ac.
Less Area of Outlot A (Future Development)	(-)	12.04 ac.
Total Park Dedication Area	=	7.98 ac.
7.98 acres	x \$5,615.00	= \$44,807.70
Total Acreage	2025 Unit Rate	Park Dedication Fee
Launch Park Fourth Addition	(Industrial)	Launch Park Fourth Addition
Lot 1, Block 1		

The park dedication requirement for Outlot A, Launch Park Fourth Addition shall be collected with subsequent phases of the plat at the time it is final platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

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

515 feet	x \$0.2832/front foot/quarter	= \$145.85
Total Front Foot	2025 Rate	Streetlight Operating Fee
Launch Park Fourth Addition		Launch Park Fourth Addition
Lot 1, Block 1		Lot 1, Block 1

A cash fee for one-year of streetlight operating expenses for Outlot A, Launch Park Fourth Addition shall be collected with subsequent phases of the plat at the time it is final platted into lots and blocks, at the rate in effect at the time of final plat approval.

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

1 unit	x \$61.52/unit	x 4.20	= \$258.38
Total Units	2025 Rate	Utility Factor	Environmental Resources Fee
Launch Park Fourth Addition			Launch Park Fourth Addition
Lot 1, Block 1			Lot 1, Block

A cash fee for one-year of environmental resources management expenses for Outlot A, Launch Park Fourth Addition shall be collected with subsequent phases of the plat at the time it is final platted into lots and blocks, at the rate in effect at the time of final plat approval.

27. LANDSCAPING. Landscaping for the site shall be installed in accordance with the approved landscape plan. The Developer shall post a \$47,000.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

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

- A. Implementation of the recommendations listed in the September 8, 2025, Planning Report, and September 8, 2025, Engineering Report.
 - B. The site and buildings shall be developed in accordance with the plans approved by the City Council.
 - C. Site lighting shall not exceed one foot candle at the property line adjacent to public right-of-way.
- All exterior light fixtures shall be down cast design so as not to glare onto public right-of-way.

- D. The Developer shall install parking spaces in compliance with Section 11-19-13 of the Zoning Ordinance.
- E. The Developer shall install an onsite fire hydrant about midpoint of the property on the east side of the Development as required by the Fire Marshal.
- F. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted, with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$200.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: two (2) lots/outlots at \$100.00 per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.
- G. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$180.00.
- H. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

29. 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 referred to in this Contract (if any), payment of the costs of all required public improvements (if applicable), and construction of all required public improvements (if applicable), the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for **\$226,680.00**. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$5,000.00
B. Watermain	5,000.00
C. Storm Sewer	10,000.00
D. Grading, Erosion Control and Restoration	<u>132,000.00</u>

CONSTRUCTION SUB-TOTAL **\$152,000.00**

OTHER COSTS:

A. Developer's Design (3.0%)	\$4,560.00
B. Developer's Construction Survey (2.5%)	3,800.00
C. City Legal Expenses (Est. 0.5%)	760.00
D. City Construction Observation (Est. 5.0%)	7,600.00
E. City Record Drawings (0.5%)	760.00
F. Landscaping	47,000.00
G. Stockpile Removal of Reestablishment	10,000.00
H. Lot Corners/Iron Monuments	<u>200.00</u>

OTHER COSTS SUB-TOTAL **\$74,680.00**

TOTAL SECURITIES: **\$226,680.00**

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. If the required public improvements (if applicable) 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 (if applicable) are accepted by the City Council. The City’s standard specifications for utility and street construction outline procedures for security reductions.

30. 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	44,807.70
B. Storm Sewer Area Charge	86,956.00
C. Streetlight Operating Fee	145.85
D. Environmental Resources Management Fee	258.38
E. Property Data and Asset/Infrastructure Management Fee	180.00
F. City Engineering Administration (3.00%)	<u>4,560.00</u>
TOTAL CASH REQUIREMENTS	\$136,907.93

31. 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 (if applicable) is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by the City. The one-year warranty period on streets shall commence after the final wear course has been installed and accepted by the City. The Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work. The City’s standard specifications for utility and street construction identify the procedures for final acceptance of streets and utilities.

32. 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 (if any). 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.

33. 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.

34. MISCELLANEOUS.

- A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Contract.
- C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- E. Grading, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of a permanent or temporary certificate of occupancy.
- F. If building permits are issued prior to the acceptance of the required public improvements (if applicable), the Developer assumes all liability and costs resulting in delays in completion of such public improvements and damage to such 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 required public improvements (if applicable), 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.

35. 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: Attn: Jim French, Lakeville Flexspace, LLC, N7429 1195th Street, River Falls, WI 54022. 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:
LAKEVILLE FLEXSPACE, LLC

By: _____
Its:

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ the _____ of **Lakeville Flexspace, LLC**, a Minnesota limited liability company, 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

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

HAT TRICK INVESTMENTS, LLC, a Minnesota limited liability company, fee owner of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject property owned by it.

Dated this _____ day of _____, 2025.

HAT TRICK INVESTMENTS, LLC

By: _____
Its:

By: _____
Its:

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ and, by _____ the _____ of **HAT TRICK INVESTMENTS, LLC**, a Minnesota limited liability company, on behalf of said entity.

NOTARY PUBLIC

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

**MORTGAGE HOLDER CONSENT
TO
DEVELOPMENT CONTRACT**

ALLIANCE BANK, a Minnesota state banking corporation, as successor by acquisition of **F&M ALLIANCE BANK**, which holds a mortgage on the subject property executed by HAT TRICK INVESTMENTS, LLC, a Minnesota limited liability company, in favor of ALLIANCE BANK, dated December 30, 2020, filed January 11, 2021 in the Office of the County Recorder, Dakota County, Minnesota, as Document No. **3429050** in the original amount of \$8,000,000.00 regarding Mortgage Document No. **1418317**, in favor of F&M Alliance Bank, as modified by twelve amendments, the last filed on June 10, 2020 as Document No. **3375630** (Covers Additional Property) the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2025.

ALLIANCE BANK

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

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

NOTARY PUBLIC

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

[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 **HAT TRICK INVESTMENTS, LLC**, a Minnesota limited liability company (the “Owner”) and the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (the “City”).

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

B. The Owner is 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 **Launch Park Fourth Addition** plat; and

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

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

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

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

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

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

2. **Maintenance of Stormwater Improvements.**

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

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

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

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

A. The Owner hereby grants the City 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, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature 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 the Property

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

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

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

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: Hat Trick Investments, LLC
 800 LaSalle Ave, Ste. 1610
 Minneapolis, Minnesota 55402
 Attn: Daniel O. Regan

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

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

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

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

HAT TRICK INVESTMENTS, LLC

By: _____
Its: _____

By: _____
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ and, by _____ the _____ of **HAT TRICK INVESTMENTS, LLC**, a Minnesota limited liability company, 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

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

(SEAL)

And: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

Notary Public

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

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Owner Property

Lot 1, Block 1, Launch Park Fourth Addition, Dakota County, Minnesota, according to the recorded plat thereof.

DRAFT

**EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Easement

DRAFT

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

DRAFT

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

Pond Maintenance Requirements

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

Infiltration/Rain Garden Maintenance Requirements

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

Underground Infiltration System

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

Environmental Manhole Maintenance Requirements

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

DRAFT

**MORTGAGE HOLDER CONSENT
TO
STORMWATER MAINTENANCE AGREEMENT**

ALLIANCE BANK, a Minnesota state banking corporation, as successor by acquisition of **F&M ALLIANCE BANK**, which holds a mortgage on the subject property executed by **Hat Trick Investments, LLC**, a Minnesota limited liability company, in favor of **ALLIANCE BANK**, dated December 30, 2020, filed January 11, 2021, as Document No. **3429050** in the original amount of \$8,000,000.00 regarding Mortgage Document No. **1418317**, in favor of F&M Alliance Bank, as modified by twelve amendments, the last filed on June 10, 2020 as Document No. **3375630** (Covers Additional Property) the development of which is governed by the foregoing Stormwater Maintenance Agreement, agrees that the Stormwater Maintenance Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2025.

ALLIANCE BANK

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ the _____ of **Alliance Bank**, a Minnesota state banking corporation, on behalf of said corporation.

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



Date: 10/20/2025

**Temporary On-Sale Liquor License and Resolution approving off-site Charitable
Gambling Permit to Lakeville Hockey Association**

Proposed Action

Staff recommends adoption of the following motion: Move to approve the issuance of a temporary on-sale liquor license and grant approval of an off-site Charitable Gambling Permit for Lakeville Hockey Association.

Overview

The Lakeville Hockey Association (LHA) has applied for an outdoor entertainment event permit, a temporary liquor license, and an off-site gambling permit for their fundraising event at Hasse Arena on Thursday, January 29, through Saturday, January 31st.

LHA personnel will provide security to identify and wristband those of legal age to consume alcohol. They will monitor the entrances to ensure that alcohol is not taken out of the designated area.

The Police Department reviewed the request and has no objection to the issuance of a temporary liquor license.

Supporting Information

1. Gambling Resolution - Lakeville Hockey Association

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
--

CITY OF LAKEVILLE

RESOLUTION NO. 25-

RESOLUTION GRANTING APPROVAL FOR CHARITABLE GAMBLING

WHEREAS, the City of Lakeville received an application from the Lakeville Hockey Association to conduct off-site gambling at the Lakeville Hasse Ice Arena for their fundraising event; and

WHEREAS, Lakeville Hockey Association is a qualified organization.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeville grants approval to the Lakeville Hockey Association to conduct off-site gambling on January 29th – January 31, 2026, at the Lakeville Hasse Ice Arena, 8525 215th Street West.

DATED this 20th day of October 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 10/20/2025

Spirit of Brandtjen Farm Commercial 7th Addition Development Contract

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Development Contract for Spirit of Brandtjen Farm Commercial 7th Addition

Overview

The City Council approved the final plat and resolution for Spirit of Brandtjen Farm Commercial 7th Addition on October 6, 2025. A stipulation of the resolution requires the Developer to sign a development contract and all documents pursuant to the approved development contract. The developer-signed documents are attached.

Supporting Information

1. Signed Development Contract

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Kris Jensen, Planning Manager

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

***SPIRIT OF BRANDTJEN FARM
COMMERCIAL 7TH ADDITION***

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **MSP PILOT KNOB LLC**, a Minnesota limited liability company (the “Developer”). The City acknowledges and agrees that (a) on or as of the date of full execution of this Contract, Developer does not own any portion of the Plat, but intends to purchase and develop the Lot (as defined herein), and (b) this Contract is personal to the Developer and its development plans applicable to the Lot, and any references to the “plat” herein are intended regulate Developer’s rights and obligations hereunder applicable to its development of the Lot within the plat, and are not intended to bind the owner, from time-to-time of Outlot A (as defined herein), as Outlot A will be subject to a separate development contract at such time as Outlot A is platted into one or more lots. For the avoidance of doubt, this Contract does not authorize any work (including without limitation grading), nor approve any plans, applicable to Outlot A.

1. **REQUEST FOR PLAT AND SITE PLAN APPROVAL.** The Developer has asked the City to approve a plat for ***SPIRIT OF BRANDTJEN FARM COMMERCIAL 7TH ADDITION*** (referred to in this Contract as the "plat"), which plat consists of two land parcels: (i) Lot 1, Block 1, Spirit of Brandtjen Farm Commercial 7th Addition (the "Lot"), and (ii) Outlot A, Spirit of Brandtjen Farm Commercial 7th Addition ("Outlot A"). The land included in the plat is situated in the County of Dakota, State of Minnesota, and is legally described on Exhibit A attached hereto, depicted on Exhibit A-1 attached hereto, both of which are made a part hereof by reference.

2. **CONDITIONS OF PLAT AND SITE PLAN APPROVAL.** The City hereby approves the plat and site plan 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, 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. **INTENTIONALLY DELETED.**

5 **INTENTIONALLY DELETED.**

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 Lot 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 Lot 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. No development shall occur within Outlot A until Outlot A is final platted into lots and blocks. The Lot 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 and E the plans may be prepared, subject to the City Engineer's approval, after entering the Contract, but before commencement of any work in the Lot. The City Engineer may approve minor amendments to Plans B, D and E 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 - Street Lighting Plan

Plan D - Landscape Plan

Plan E - Site Plan

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

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. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Lot to perform all work and inspections deemed appropriate by the City in conjunction with plat development. The City shall use commercially reasonable efforts to give Developer prior notice of any entry hereunder.

13. EROSION CONTROL. Prior to initiating Lot 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 Lot erosion control requirements if they would be beneficial. All Lot areas disturbed by the grading operations shall be stabilized per the MPCA Stormwater Permit for Construction Activity. Seed shall be in accordance

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

The Developer is responsible for obtaining a MPCA Construction Permit for the Lot development as well as developing and maintaining the SWPPP throughout construction phase. The permit requires that all erosion and sediment BMPS must be clearly outlined in a site's SWPPP. Changes made throughout construction should be documented in the SWPPP.

Additional erosion control measures may be required during construction as deemed necessary by City staff or the Dakota County Soil and Water District. 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:

\$10,000.00	x 2% Grading Costs	= \$200
Grading Cost	2025 Rate	MS4 Administration Fee
Spirit of Brandtjen Farm		Spirit of Brandtjen Farm
Commercial 7th Addition		Commercial 7th Addition

14. GRADING. The Lot shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and final establishment of the ground cover or temporary stabilization

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

Prior to the release of the grading and erosion control security, the “as-constructed” plan for the Lot must be submitted to verify that the final as-built grades and elevations of the Lot and all building setbacks are consistent with the approved grading plan for the development, and amendments thereto as approved by the City Engineer, and that all required property monuments are in place. If the final grading, erosion control and “as-constructed” grading plan is not timely completed, the City may enter the Lot, perform the work, and draw on the letter of credit. Upon satisfactory completion of the grading, erosion control and “as-constructed” grading plan, the security, less any draw made by the City, shall be released.

The Developer shall certify to the City that all Lots with footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. Prior to issuance of building permits, the soils observation and testing report, and an as-built certified grading plan must be submitted and approved by City staff.

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

Spirit of Brandtjen Farm Commercial 7th Addition does not contain more than one acre of site disturbance, however because the project is part of a common development, a National Pollution Discharge Elimination System General Stormwater Permit for construction activity is required from the Minnesota Pollution Control Agency.

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

16. 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.

17. CITY ENGINEERING ADMINISTRATION, CONSTRUCTION OBSERVATION. The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be three percent (3%) of construction costs identified in the Summary of Security Requirements if using a letter of credit, assuming normal construction and project scheduling. The Developer shall pay for construction observation performed by the City's in-house engineering staff or consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on hourly rates estimated to be seven percent (7%) of the estimated construction cost.

18. STORM SEWER. Stormwater runoff generated from the Lot development will be conveyed via a proposed private storm sewer system within the property. The stormwater management requirements for the parent parcel were satisfied through stormwater management basins constructed with Spirit of Brandtjen Farm Commercial 2nd Addition.

The Developer shall construct a privately owned and maintained storm sewer system located within the Lot 1, which will collect and convey stormwater runoff generated from within the Lot to the private storm sewer system located at the south of the property.

The Developer shall construct required drintile in areas of non-granular soils within the Lot for the street sub-cuts and lots. Any additional drintile construction, including perimeter drintile required for building footings, deemed necessary during construction by the City shall be the Developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent parcel and must be paid by the Developer with the final plat for the Lot. The Storm Sewer Charge for the Lot 1 is calculated as follows:

43,672.00 s.f.	x \$0.250/s.f.	= \$10,918.00
Area of Lot 1, Block 1	Commercial Area Charge	Total Storm Sewer Charge

The Storm Sewer Charge for Outlot A will be collected with subsequent phases of the Spirit of Brandtjen Farm Commercial 7th Addition preliminary plat at the time it is final platted into lots and blocks, at the rate in effect at the time of final plat approval.

19. SANITARY SEWER. The Lot is located within subdistrict NC-20060 of the North Creek sanitary sewer district, as identified in the City's Comprehensive Sewer Plan. Wastewater will be conveyed to the MCES Farmington Interceptor and continue to the Empire Wastewater Treatment Facility. The downstream facilities have sufficient capacity to serve the proposed commercial development on the Lot.

Sanitary sewer to serve the Lot will be conveyed downstream via sanitary sewer located in the existing private drive. The Developer shall connect the Lot to public sanitary sewer from a proposed privately owned and maintained sanitary sewer stub within the Lot.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and shall be collected from the Developer with the Building Permit Application for the Lot. The Sanitary Sewer Availability Charge for the Lot will be calculated at the rate in effect at the time of approval of the Building Permit Application, as determined by the City's Building Official.

20. WATERMAIN. The Developer shall extend private watermain service within the Lot to provide water service to the Lot.

Watermain to serve the Lot will be provided via watermain located in the existing private drive. The Developer shall connect the Lot to public watermain from a proposed privately owned and maintained watermain stub within the Lot.

21. CONSTRUCTION ACCESS. Construction traffic access and egress for Lot grading, utility construction and site construction shall be from the private access drive.

22. PARKS, TRAILS, AND SIDEWALKS. The Developer shall construct private sidewalks within the Lot to provide access from the site to other uses in the Spirit of Brandtjen Farm Commercial development.

The Park Dedication fee has not been collected on the parent parcel and such fee for the Lot will be satisfied through a cash contribution by the Developer with the final plat. The Park Dedication fee for commercial areas in Spirit of Brandtjen Farm is \$5,400.00 per acre, consistent with the Spirit of Brandtjen Farm Master PUD Agreement.

1.00 acres	x \$5,400/acre	= \$5,400.00
Area of Lot 1, Block 1	Park Dedication Charge	Required Park Dedication

23. ENVIRONMENTAL RESOURCES EXPENSES. The Developer shall pay a cash fee for one-year of the Environmental Resources Fee for the Lot at the time of final plat approval, calculated as follows:

1 unit	x \$61.52/unit	x 4.20	= \$258.38
Total Units	2025 Rate	Utility Factor	Environmental Resources Fee
Spirit of Brandtjen Farm			Spirit of Brandtjen Farm
Commercial 7 th Addition			Commercial 7 th Addition

24. LANDSCAPING. Lot Landscaping shall be installed in accordance with the approved landscape plan. The Developer shall post a \$22,609.50 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan.

25. SITE PLAN. The development of the Lot includes construction of a 9,205 square foot single level commercial building, private utilities, and associated parking with 51 spaces. Access to the site

will be from a private drive along the west side of the site. A second driveway access will be signed for trash hauler access only, located at the northwest corner of the site.

26. SPECIAL PROVISIONS. Except with respect to Developer's obligations in Subsection 26(J) which apply to the plat, the following special provisions shall apply to development of the Lot:

- A. Implementation of the recommendations listed in the August 25, 2025, Planning Report, and August 25, 2025, Engineering Report.
- B. The Lot shall be developed according to the plans approved by the City Council.
- C. All rooftop and/or ground-mounted mechanical equipment must be screened per Zoning Ordinance requirements.
- D. Prior to a landscape inspection, the Developer shall submit an as-built landscape plan to the City.
- E. Exterior lighting shall have a 90-degree horizontal cutoff and shall be limited to a height of 35 feet or less in compliance with Section 11-16-17 of the Zoning Ordinance.
- F. Trash for the site shall be stored inside the building, at the northwest corner of the building.
- G. The Developer shall install wall signs at each entrance point, which is permitted by ordinance. A sign permit is required to be issued prior to installation of any signs on site.
- H. The Developer shall install three parking lot lights for the Lot, each with a maximum height of thirty (30) feet. The remainder of the Lot lighting shall be mounted on the building. The photometric plan indicates that the proposed light levels comply with Zoning Ordinance requirements. All lighting fixtures shall contain a cutoff which directs the light at an angle of ninety (90) degrees or less. All building mounted lighting must face downward onto the structure.
- I. Snow storage shall not occur within required parking spaces.
- J. Developer has furnished 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 are noted on the survey. The Developer shall post a \$100.00 security for the final placement of interior subdivision iron monuments at property corners. The security was

calculated as follows: two (2) lots/outlots at \$100.00 per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that Lot.

- K. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$180.00.
- L. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.
- M. The Developer must establish the access and utility easements to Elmhurst Lane and 162nd Street West and existing public utilities.

27. 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 the Lot in the amount of \$33,959.50. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Grading, Erosion Control, and Restoration	<u>\$10,000.00</u>
CONSTRUCTION SUB-TOTAL	\$10,000.00

OTHER COSTS:

A. Developer's Design (3.0%)	\$300.00
B. Developer's Construction Survey (2.5%)	\$250.00
C. City Legal Expenses (Est. 0.5%)	\$50.00
D. City Construction Observation (Est. 5.0%)	\$500.00
E. City Record Drawing (0.5%)	\$50.00
F. Landscaping	\$22,609.50

G. Lot Corners/Iron Monuments	\$200.00
OTHER COSTS SUB-TOTAL	<u>\$23,959.50</u>
TOTAL SECURITIES:	\$33,959.50

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 if such violation is not subsequently cured by Developer, 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, and the required "as constructed" plans have been received by the City. The City's standard specifications for utility and street construction outline procedures for security reductions.

28. 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 Fee	\$5,400.00
B. Storm Sewer Charge	10,918.00
C. Environmental Resources Expenses	258.38
D. MS4 Administration Fee	200.00
E. Property Data and Asset/Infrastructure Management Fee	180.00
F. City Engineering Administration (3% for letters of credit)	<u>300.00</u>
TOTAL CASH REQUIREMENTS	\$17,256.38

29. 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 Developer's development within 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 Developer's development within 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 Lot development, and 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 that pertain to the Lot. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells the Lot, 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 Lot 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 Lot development.

- F. In addition to the charges and special assessments referred to herein, other charges and special assessments related to Lot development 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 related to Lot development.

30. 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 temporary 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 to the Lot as provided herein.

31. MISCELLANEOUS.

- A. The Developer represents to the City that the final plat will comply 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 upon the Lot 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 for the Lot, including any portion thereof 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. The action or inaction of the City or Developer 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. Either party's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- F. This Contract shall run with the land and may be recorded against the title to the plat. 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 recorded 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 plat; that there are no unrecorded interests in the plat being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- G. 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.

- H. 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.
- I. 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.
- J. 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 the Lot or or any part of it, until the City's issuance of a Certificate of Completion and Release.
- K. 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.

- L. Should the Developer convey the Lot or any portion thereof to a third party, the City and the owner of the 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.

32. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, delivered by nationally recognized overnight courier, or mailed to the Developer by certified mail at the following address: Attn: Steve Miller, MSP Pilot Knob, LLC, 6436 Penn Ave. S, Richfield, MN 55423. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, delivered by nationally recognized overnight courier, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

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

CITY OF LAKEVILLE

(SEAL)

BY: _____
Luke M. Hellier, Mayor

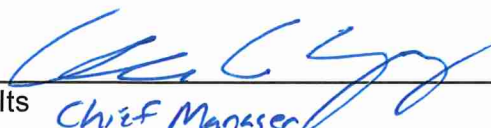
AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

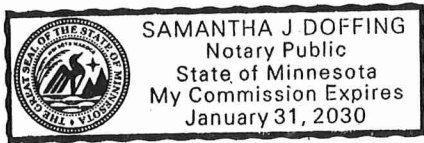
NOTARY PUBLIC

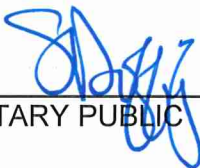
DEVELOPER:
MSP PILOT KNOB LLC

BY: 
Its Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 15th day of October, 2025, by Alex A. Young the Chief Manager of MSP Pilot Knob LLC, a Minnesota limited liability company, 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

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

HY-VEE, INC., an Iowa corporation, as the fee owner of the plat on or as of the full execution and recording hereof, consents to the recording of this Contract against the plat.

Dated this 15th day of October, 2025.

HY-VEE, INC.

By: [Signature]
Jeffrey Markey, Executive Vice President

By: [Signature]
Nathan Allen, Secretary

STATE OF IOWA)
)ss.
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 15th day of October, 2025, by Jeffrey Markey as Executive Vice President, and Nathan Allen as Secretary, of **HY-VEE, INC.**, an Iowa corporation, on behalf of said entity.

[Signature]
NOTARY PUBLIC



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

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as
SPIRIT OF BRANDTJEN FARM COMMERCIAL 7TH ADDITION

Outlot A, Spirit of Brandtjen Farm Commercial 1st Addition, according to the recorded plat thereof, Dakota County, Minnesota.

EXCEPT:

That part of Outlot A, Spirit of Brandtjen Farm Commercial 1st Addition, Dakota County, Minnesota, described as follows:

Beginning at the Southwest corner of said Outlot A; thence on an assumed bearing of South 89 degrees 52 minutes 40 seconds East, along the South line of said Outlot A, a distance of 275.03 feet to the East line of said Outlot A; thence North 00 degrees 07 minutes 20 seconds East, along said East line and its Northerly extension, a distance of 293.11 feet; thence North 89 degrees 52 minutes 40 seconds West, a distance of 276.58 feet to the West line of said Outlot A; thence South 00 degrees 13 minutes 24 seconds East, along said West line, a distance of 246.27 feet; thence Southerly 46.85 feet, along said West line, being a tangential curve, concave to the West, having a central angle of 00 degrees 31 minutes 35 seconds and a radius of 5100.00 feet to the point of beginning;

AND EXCEPT:

That part of Outlot A, Spirit of Brandtjen Farm Commercial 1st Addition, Dakota County, Minnesota, described as follows:

Beginning al the Northeast corner of said Outlot A; thence on an assumed bearing of South 00 degrees 07 minutes 20 seconds West, along an East line of said Outlot A, a distance of 196.00 feet; thence South 89 degrees 53 minutes 13 seconds West, a distance of 226.27 feet; thence North 00 degrees 13 minutes 24 seconds West, a distance of 196.00 feet to the North line of said Outlot A; thence North 89 degrees 53 minutes 13 seconds East, along said North line of Outlot A, a distance of 227.45 feet to the point of beginning.

Dakota County, Minnesota
Abstract Property

AND EXCEPT:

That part of Outlot A, Spirit of Brandtjen Farm Commercial 1st Addition, Dakota County, Minnesota, described as follows:

Commencing at the Southwest corner of said Outlot A; thence on an assumed bearing of South 89 degrees 52 minutes 40 seconds East, along the South line of said Outlot A, 275.03 feet to an East line of said Outlot A; thence North 00 degrees 07 minutes 20 seconds East, along said East line and its Northerly extension, 293.11 feet; thence North 00 degrees 05 minutes 57 seconds West, 152.45 feet to the point of beginning of the land to be described; thence North 89 degrees 52 minutes 40 seconds West, 276.91 feet to the West line of said Outlot A; thence North 00 degrees 13 minutes 24 seconds West, along said West line, 184.81

feet to the Northwest corner of said Outlot A; thence North 89 degrees 53 minutes 13 seconds East, along the North line of said Outlot A, 277.31 feet to the intersection of a line bearing North 00 degrees 05 minutes 57 seconds West, from the point of beginning; thence South 00 degrees 05 minutes 57 seconds East, 185.94 feet to the point of beginning.

AND EXCEPT:

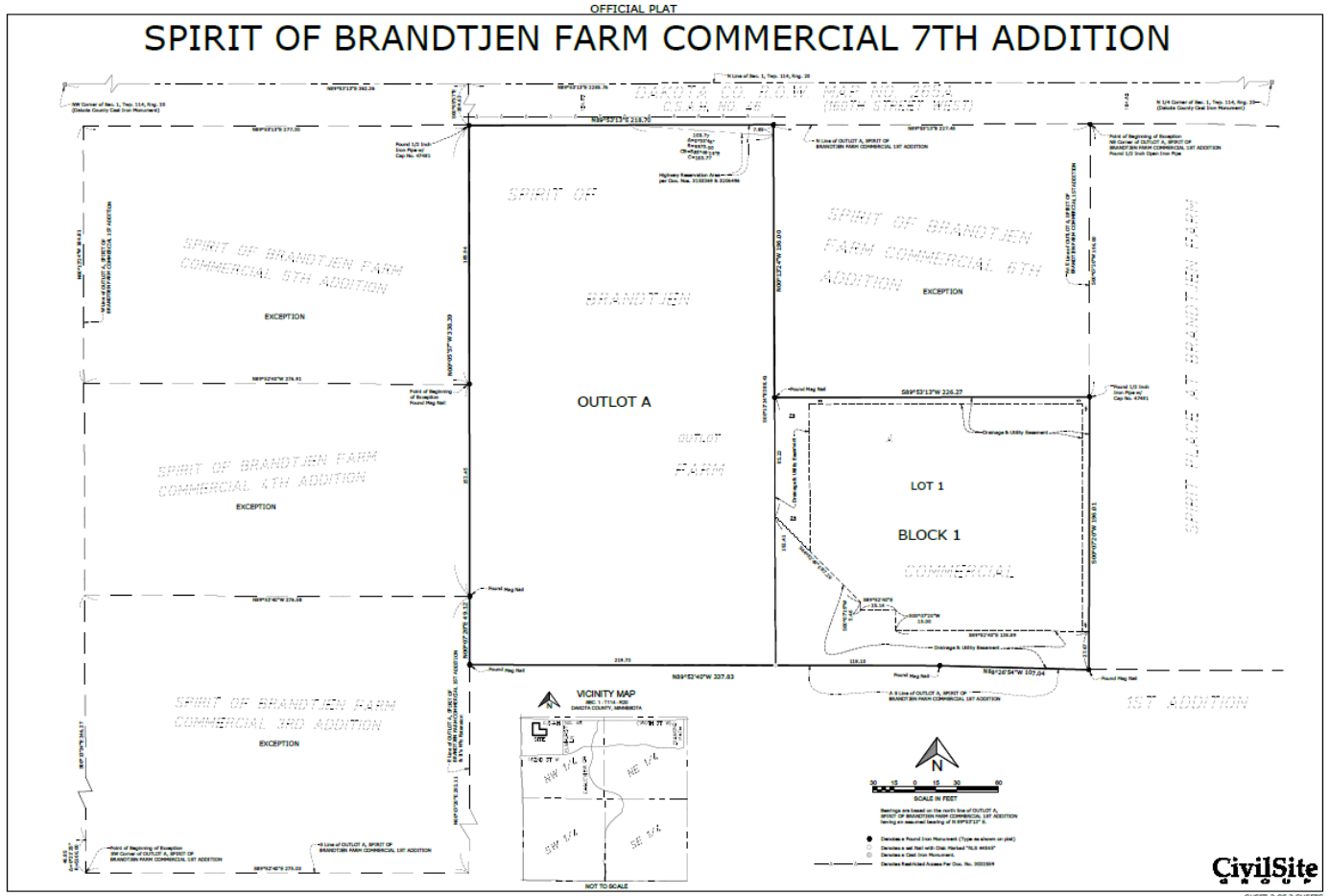
Lot 1, Block 1, Spirit of Brandtjen Farm Commercial 4th Addition.

Dakota County, Minnesota
Abstract Property

[Platted as Spirit of Brandtjen Farm Commercial 7th Addition, Dakota County, Minnesota.]

EXHIBIT "A" TO DEVELOPMENT CONTRACT

Plat





Date: 10/20/2025

Taco Bell Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow a convenience food restaurant with a drive through service window and adopt the findings of fact.

Overview

Marvin Development V, LLC has submitted an application for a conditional use permit to allow the construction of a convenience food restaurant with a drive through service window in the Marketplace At Cedar development. The building will be located on Lot 4 of the Marketplace At Cedar final plat, which was recently approved by the City Council. A stipulation of the CUP is that that final plat must be recorded.

The Planning Commission held a public hearing on the CUP application at its October 6, 2025 meeting and unanimously recommended approval. There was no public comment. The Developer has submitted a revised landscape plan, which satisfies stipulation number 4 of the September 22, 2025 Planning report.

Supporting Information

1. Conditional Use Permit form and findings of fact
2. Revised Landscape Plan
3. October 2, 2025 Planning Commission draft meeting minutes
4. September 23, 2025 Planning report

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Kris Jenson, Planning Manager

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

CONDITIONAL USE PERMIT NO. 25-_____

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit for Marvin Development V, LLC to allow a convenience restaurant with a drive through service window s on property zoned M-2, Mixed Use Cedar Corridor District, located at the east of Cedar Avenue (CSAH 23) and south of 179th Street (CSAH 9).
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 4, Block 1, Marketplace At Cedar

3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. The recording of the Marketplace At Cedar final plat.
 - b. The hours of operation shall be limited to five o'clock (5:00) A.M. to two o'clock (2:00) A.M.
 - c. Signs shall comply with Zoning Ordinance requirements and receive sign permit approval prior to installation.
4. Revocation. The City may revoke the conditional use permit for cause upon determination that the conditional use permit is not in conformance with the conditions of the permit or is in continued violation of the city code or other applicable regulations.

5. Expiration. This conditional use permit shall expire unless the applicant commences the authorized use within one year of the date of this conditional use permit unless an extension is approved by the Zoning Administrator.

DATED: October 20, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

SEAL

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this **20th** day of **October 2025** by Luke M. Hellier, Mayor and by Ann Orlofsky, City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

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

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**MARVIN DEVELOPMENT V, LLC CONDITIONAL USE PERMIT
FINDINGS OF FACT AND DECISION**

On October 2, 2025, the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Marvin Development V, LLC for a conditional use permit to allow the construction of a Taco Bell convenience food restaurant with a drive through service window on property located in the M-2, Mixed Use Cedar Corridor District, south of 179th Street (CSAH 9) and east of Cedar Avenue (CSAH 23). The Planning Commission conducted a public hearing on the conditional use permit application preceded by published and mailed notice. The applicant was present and the Planning Commission heard testimony from all interested persons wishing to speak. The City Council hereby adopts the following:

FINDINGS OF FACT

1. The subject property is located in Comprehensive Planning District 5, which guides the property for Corridor Mixed Use.
2. The subject site is zoned M-2, Mixed Use Cedar Corridor District.
3. Legal description of the property will be, upon the recording of the Marketplace at Cedar final plat:

Lot 4, Block 1, Marketplace at Cedar

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

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

Finding: The proposed convenience restaurant use is consistent with the guided mixed use of the property.

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

Finding: The proposed convenience restaurant use will be compatible with the existing and future land uses in the area.

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

Finding: Provided compliance with the stipulations of the conditional use permit, the proposed convenience restaurant use will conform to all performance standards contained in the Zoning Ordinance and the City Code.

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

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

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

Finding: The streets serving the subject property are adequate to accommodate traffic from the proposed convenience restaurant use.

5. The report dated September 23, 2025 and prepared by Kris Jenson, Planning Manager is incorporated herein.

DECISION

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

DATED: October 20, 2025

CITY OF LAKEVILLE

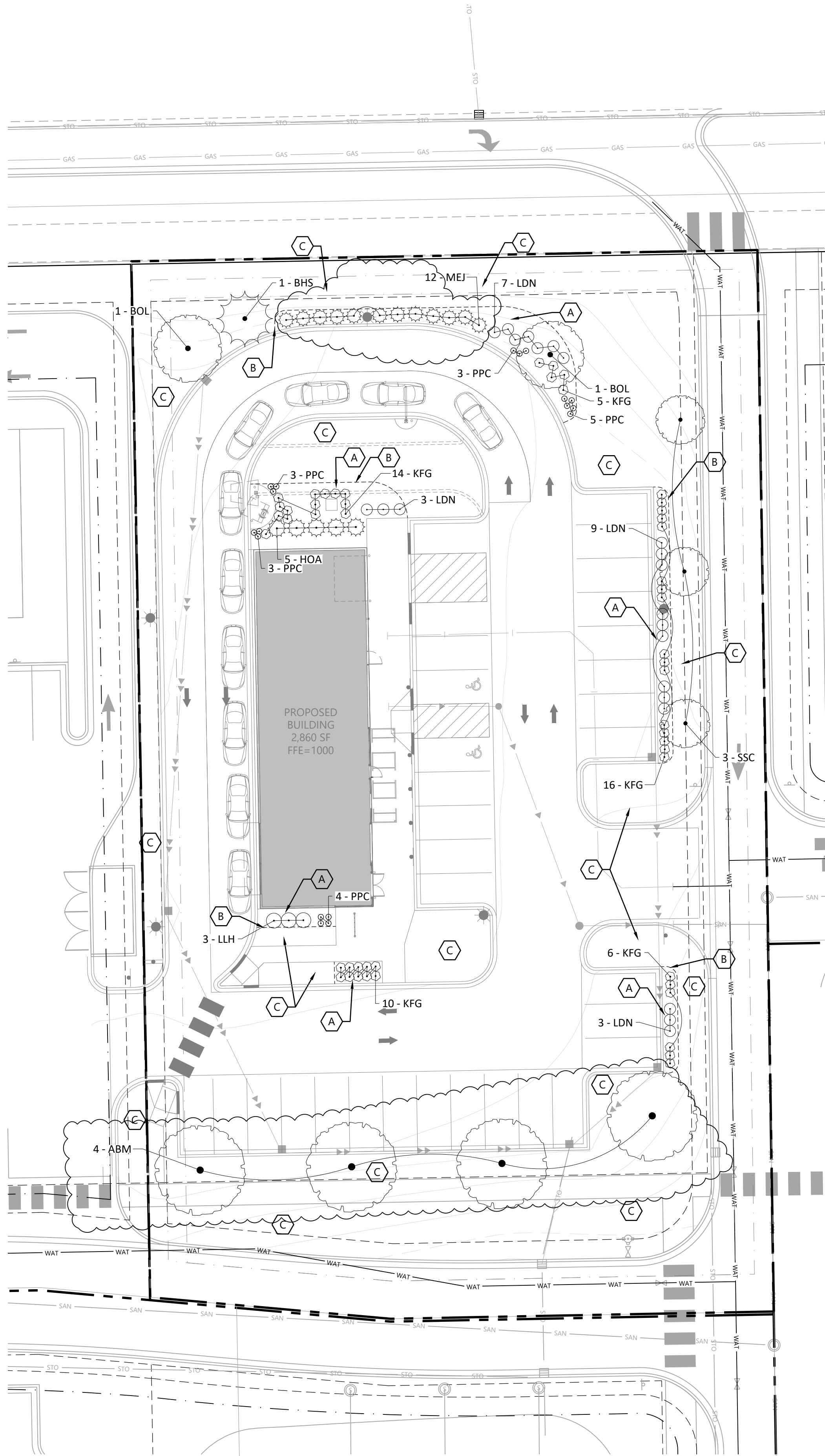
BY: _____

Luke M. Hellier, Mayor

SEAL

BY: _____

Ann Orlofsky, City Clerk



PLANT SCHEDULE

CODE	QTY	COMMON / BOTANICAL NAME	SIZE	SPACING	MATURE SIZE
CONIFEROUS TREES					
BHS	1	BLACK HILLS WHITE SPRUCE / PICEA GLAUCA 'DENSATA'	6' HT B&B	AS SHOWN	H 35'-45' W 20'-25'
DECIDUOUS TREES					
ABM	4	AUTUMN BLAZE® MAPLE / ACER X FREEMANII 'JEFFERSRED'	2.5" CAL	AS SHOWN	H 40-50' W 30-40'
BOL	2	BOULEVARD AMERICAN LINDEN / TILIA AMERICANA 'BOULEVARD'	2.5" CAL	AS SHOWN	H 50-60' W 25-30'
ORNAMENTAL TREES					
SSC	3	SPRING SNOW CRABAPPLE / MALUS X 'SPRING SNOW'	1.75" CAL	AS SHOWN	H 20-25' W 15-20'
CONIFEROUS SHRUBS					
MEJ	12	MEDORA JUNIPER / JUNIPERUS SCOPULORUM 'MEDORA'	#5 CONT.	4'-0" O.C.	H 10-12' W 3-4'
HOA	5	HOLMSTRUP ARBORVITAE / THUJA OCCIDENTALIS 'HOLMSTRUP'	#5 CONT.	4'-0" O.C.	H 6-10' W 4-5'
DECIDUOUS SHRUB					
LLH	3	LITTLE LIME® HYDRANGEA / HYDRANGEA PANICULATA 'JANE'	#5 CONT.	4'-0" O.C.	H 3-5' W 3-4'
LDN	22	LITTLE DEVIL™ DWARF NINEBARK / PHYSOCARPUS OPULOFOLIUS 'LITTLE DEVIL'	#5 CONT.	3'-0" O.C.	H 3-4' W 3-4'
PERENNIALS					
PPC	18	PALACE PURPLE CORAL BELLS / HEUCHERA MICRANTHA 'PALACE PURPLE'	#1 CONT.	18" O.C.	H 8-10" W 15-18"
GRASSES					
KFG	51	KARL FOERSTER FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	#1 CONT.	30" O.C.	H 4-5' W 2-3'

ABBREVIATIONS: B&B = BALLED AND BURLAPPED CAL. = CALIPER HT. = HEIGHT MIN. =MINIMUM O.C. = ON CENTER QTY. = QUANTITY CONT. = CONTAINER

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

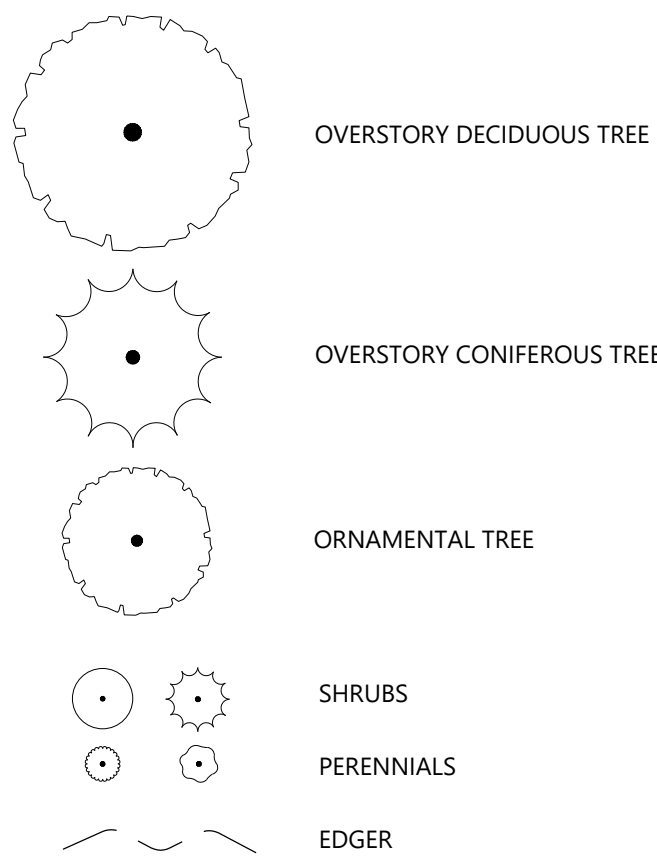
PLANTING NOTES

- CONTRACTOR SHALL CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
- ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
- ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
- PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
- PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
- PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
- PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
- OPEN TOP OF BURLAP ON BB MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
- PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
- STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
- THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
- BACKFILL SOIL AND TOPSOIL TO ADHERE TO MN/DOT STANDARD SPECIFICATION FOR SELECT TOPSOIL BORROW AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 6" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
- TREE PLANTING BEDS SHALL HAVE 4" DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL TREES WITHIN TURF AREAS. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND NATURAL COLORED, OR APPROVED EQUAL. ROCK MULCH TO BE BUFF LIMESTONE, 1 1/2" TO 3" DIAMETER, AT MINIMUM 3" DEPTH, OR APPROVED EQUAL. ROCK MULCH TO BE ON COMMERCIAL GRADE FILTER FABRIC, BY TYPAR, OR APPROVED EQUAL WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
- EDGING TO BE COMMERCIAL GRADE VALLEY-VIEW BLACK DIAMOND (OR EQUAL) POLY EDGING OR SPADED EDGE, AS INDICATED. POLY EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH BASE OF TOP BEAD AT GRADE, FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
- ALL DISTURBED AREAS TO BE SODDED OR SEEDDED, UNLESS OTHERWISE NOTED. PARKING LOT ISLANDS TO BE SODDED WITH SHREDDED HARDWOOD MULCH AROUND ALL TREES AND SHRUBS. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED AND PER M/DOT SPECIFICATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
- PROVIDE IRRIGATION TO ALL PLANTED AND SODDED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
- CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
- REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

LANDSCAPE KEYNOTES A

- A BUFF LIMESTONE ROCK MULCH (TYP.)
- B EDGER (TYP.)
- C SOD (TYP.)

LANDSCAPE LEGEND



PRUNE OUT MISDIRECTED BRANCHES. PROVIDE ONE CENTRAL LEADER.

GUYING AND STAKING, AS REQUIRED, FOR ONE (1) YEAR ON ALL DECIDUOUS AND CONIFEROUS TREES:

TOP STAKES 5' ABOVE GROUND (MAX.) OR TO FIRST BRANCH. BOTTOM OF STAKE 3" (MIN.) BELOW GROUND. STAKING POSTS TO BE 2"x2" STAINED WOOD OR PAINTED STEEL DELINEATOR POSTS. PLACE 3 POSTS EQUIDISTANT AROUND AND OUTSIDE ROOT BALL. SECURE TREE TO POSTS WITH 16" LONG POLYPROPYLENE OR POLYETHYLENE, 40 MIL., 1.5" WIDE STRAP.

TREE WRAP MATERIAL FROM GROUNDLINE UPWARD TO FIRST BRANCHES, AS REQUIRED.

PLACE MULCH, DEPTH AS SPECIFIED, OVER PLANT PITS - DO NOT PILE AGAINST TRUNK.

FORM 3" DEEP WATERING BASIN.

BACKFILL PLANT PIT WITH SPECIFIED BACKFILL SOIL.

REFER TO AMERICAN STANDARD FOR NURSERY STOCK FOR MINIMUM BALL SIZE.

ROOT FLARE TO BE PLANTED AT OR NEAR FINISHED GROUNDLINE.

SCARIFY SIDES AND BOTTOM OF HOLE.

SET ROOT BALL ON UNDISTURBED SUBSOIL OR COMPACTED SOIL MOUND MATCHING TREES NATURAL GROUNDLINE WITH FINISHED SITE GRADE.

N.T.S.

PRUNE OUT MISDIRECTED BRANCHES. PROVIDE ONE CENTRAL LEADER.

GUYING AND STAKING, AS REQUIRED, FOR ONE (1) YEAR ON ALL DECIDUOUS AND CONIFEROUS TREES:

TOP STAKES 5' ABOVE GROUND (MAX.) OR TO FIRST BRANCH. BOTTOM OF STAKE 3" (MIN.) BELOW GROUND. STAKING POSTS TO BE 2"x2" STAINED WOOD OR PAINTED STEEL DELINEATOR POSTS. PLACE 3 POSTS EQUIDISTANT AROUND AND OUTSIDE ROOT BALL. SECURE TREE TO POSTS WITH 16" LONG POLYPROPYLENE OR POLYETHYLENE, 40 MIL., 1.5" WIDE STRAP.

PLACE MULCH, DEPTH AS SPECIFIED, OVER PLANT PITS - DO NOT PILE AGAINST TRUNK.

FORM 3" DEEP WATERING BASIN.

BACKFILL PLANT PIT WITH SPECIFIED BACKFILL SOIL.

REFER TO AMERICAN STANDARD FOR NURSERY STOCK FOR MINIMUM BALL SIZE.

ROOT FLARE TO BE PLANTED AT OR NEAR FINISHED GROUNDLINE.

SCARIFY SIDES AND BOTTOM OF HOLE.

SET ROOT BALL ON UNDISTURBED SUBSOIL OR COMPACTED SOIL MOUND MATCHING TREES NATURAL GROUNDLINE WITH FINISHED SITE GRADE.

N.T.S.

REMOVE CONTAINER, SCARIFY SIDES, AND SET SOIL MASS ON COMPACTED SOIL BASE MOUND, MATCHING SHRUBS NATURAL GROUNDLINE WITH FINISHED GRADE.

MULCH AS SPECIFIED (AND FILTER FABRIC, AS INDICATED)

EDGING AT PLANTING BEDS, AS SPECIFIED, ADJACENT TO LAWN AREAS

SCARIFY SIDES AND BOTTOM OF HOLE. DEPTH PER CONTRACTOR SOIL DEPTH

BACKFILL PLANT PIT WITH SPECIFIED PLANTING SOIL OR AS APPROVED

SET CONTAINER ROOT SOIL ON UNDISTURBED SUBSOIL OR MILD COMPACTED SOIL FOR DEPTH TO MATCH FINISH GRADE

N.T.S.

Westwood

DECIDUOUS TREE PLANTING

LAST REVISED: 10/19/18

LA28

Westwood

EVERGREEN TREE PLANTING

LAST REVISED: 10/19/18

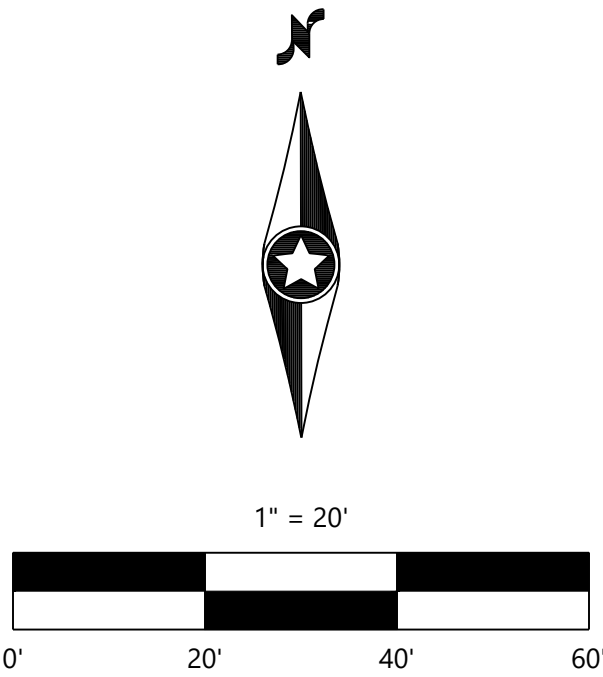
LA29

Westwood

SHRUB & PERENNIAL CONTAINER PLANTING

LAST REVISED: 10/23/18

LA27-C



NOT FOR CONSTRUCTION

Call 48 Hours before digging:

811 or call811.com
Common Ground Alliance

DESIGNED	08/01/2025
CHECKED	09/09/2025
DRAWN	10/26/2025
HORIZONTAL SCALE: 20'	
VERTICAL SCALE: 4' or 2'	

PREPARED FOR:
BORDER FOODS
5425 BOONE AVE N
NEW HOPE, MN 55428

DESIGNED BY: JEFF WESTENDORF
CHECKED BY: JEFF WESTENDORF
DRAWN BY: JEFF WESTENDORF
DATE: 08/01/2025
LICENSE NO.: 44018

MARKETPLACE AT
CEDAR
LAKEVILLE, MN

Westwood
12701 Whitewater Drive, Suite #300
Minneapolis, MN 55434
(952) 337-5150
(888) 337-5150
Westwood Professional Services, Inc.

LANDSCAPE
PLAN & NOTES

SHEET NUMBER:

L100

DATE: 08/01/2025

CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
October 2, 2025

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

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

Members Absent: Amanda Tinsley

Staff Present: Kris Jenson, Planning Manager; Heather Botten, Senior Planner; Dawn Erickson, Community Development Recorder.

3. Approval of the Meeting Minutes

Commissioner Swaney noted he was not listed as absent on the September 18, 2025 Planning Commission work session and therefore requested the work session minutes be amended.

The September 18, 2025 Planning Commission meeting minutes were approved as presented; and the September 18, 2025 Planning Commission work session minutes were approved as amended.

4. Announcements

Planning Manager Kris Jenson stated there were no announcements.

5a. Taco Bell

Chair Zimmer opened the public hearing to consider the application of Marvin Development V, LLC for a conditional use permit for a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District.

Greg Dahling, Finn Daniels Architects, introduced the project.

Ms. Jenson presented the staff report. Marvin Development V, LLC has submitted a conditional use permit application for the development of a 2,860 square foot Taco Bell convenience food restaurant with a drive through service window to be located on a 1.07-acre parcel to be platted at the southeast corner of Cedar Avenue (CSAH 23) and 179th Street (CSAH 9). The parcel will be Lot 4, Block 1, Marketplace at Cedar when said final plat is recorded. The City Council is expected to consider the Marketplace at Cedar final plat at the October 6, 2025 meeting.

The subject property is zoned M-2, Mixed Use Cedar Corridor District which requires the site develop to specific performance standards for convenience food restaurants. Section 11-66-7.E of the Zoning Ordinance allows convenience restaurants with a drive through service window by

conditional use permit. The plans have been reviewed by Community Development Department and Engineering Division staff.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

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

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Kaluza asked about stacking during busy times. Mr. Dahling stated it is not standard to have customers need to pull aside and wait for their food, so the store does not have designated parking spaces for drive-through waiting. Occasionally there may be a large order that requires additional time, in which case staff will direct the customer to pull around and park near the front entrance and the order will be brought out to the vehicle.
- Commissioner Swenson inquired how the traffic movement will work until the parcel to the west is developed, as well as inquiring about timing of deliveries for Taco Bell. Mr. Dahling stated that if the development of the parcel to the west will occur after the Taco Bell restaurant is open for business, Marvin Development will work with the property owners/developers to provide that additional access point for site circulation. He stated that deliveries are generally early in the morning before they are open for business so there is little to no conflict with vehicles in the parking lot.
- Commissioner Traffas asked about the overall Marketplace at Cedar development and how the placement of the Taco Bell in this location would have impacts on the overall development. Ms. Jenson stated that the Marketplace at Cedar preliminary plat review included a site plan with anticipated uses for the various lots, with this site anticipated to be a quick serve restaurant with a drive through service window.

Motion was made by Kaluza, seconded by Swenson to recommend to City Council approval of the Taco Bell conditional use permit for a convenience restaurant with a drive-through service window in the M-2, Mixed Use Cedar Corridor District and approval of the findings of fact dated October 2, 2025, subject to the following stipulations:

1. This CUP is contingent upon the approval and recording of the Marketplace at Cedar final plat.
2. The hours of operation shall not exceed 5:00 AM to 2:00 AM, seven days a week, as allowed by approval of this CUP.
3. Signs shall comply with Zoning Ordinance requirements and receive sign permit approval prior to installation.
4. Prior to City Council consideration, the landscape plan must be updated to add evergreen shrubs along a portion of the north property line to ensure that headlights from vehicles within

the drive through line don't shine onto 179th Street and an additional overstory tree must be added along the south side of the site and the spacing adjusted to 40 feet apart. Plantings on the site must adhere to the plan and an as-built landscape plan provided prior to inspection of the installed landscaping. An escrow shall be submitted with the building permit application to guarantee installation of the approved landscaping.

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

Nays: 0

5b. Ritter Meadows Amenity Building

Chair Zimmer opened the public hearing to consider the application of Twin Cities Land Development for a conditional use permit for a private recreation building in the RM-1, Medium Density Residential District.

Ben Schmidt, Twin Cities Land Development, introduced the project.

Ms. Jensen presented the staff report. Twin Cities Land Development has submitted an application for a conditional use permit for a private recreation building with a swimming pool at 20283 Keokuk Avenue, within the Ritter Meadows development. The proposed site is located on Lot 28, Block 1, Ritter Meadows Third Addition, at the northwest corner of Keokuk Avenue and 203rd Street. The recreation building will be available for use by the residents of the attached townhomes within the Ritter Meadows development.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Einck to close the public hearing at 6:20 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas inquired how many units will have access to the building. Mr. Schmidt stated this building is just for the residents of the attached townhomes, of which there are 135 units.
- Chair Zimmer inquired whether the pool would be overlooking a pond in the development. Mr. Schmidt stated the pool area overlooks the edge of the city park and part of the pond.

Motion was made by Swaney, seconded by Swenson to recommend to City Council approval of a conditional use permit for the Ritter Meadows private recreation building in the RM-1, Medium Density Residential District, and approval of the findings of fact dated October 2, 2025, subject to the following stipulations:



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: September 23, 2025
Subject: Packet Material for the October 2, 2025 Planning Commission Meeting
Agenda Item: Taco Bell Conditional Use Permit
Action Deadline: October 19, 2025

INTRODUCTION

Marvin Development V, LLC has submitted a conditional use permit application for the development of a 2,860 square foot Taco Bell convenience food restaurant with a drive through service window to be located on a 1.07 acre parcel to be platted at the southeast corner of Cedar Avenue (CSAH 23) and 179th Street (CSAH 9). The parcel will be Lot 4, Block 1, Marketplace at Cedar when said final plat is recorded. The City Council is expected to consider the Marketplace at Cedar final plat at an upcoming meeting.

The subject property is zoned M-2, Mixed Use Cedar Corridor District which requires the site develop to specific performance standards for convenience food restaurants. Section 11-66-7.E of the Zoning Ordinance allows convenience restaurants with a drive through service window by conditional use permit. The plans have been reviewed by Community Development Department and Engineering Division staff.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Site Plan
- D. Grading Plan
- E. Landscape Plan

- F. Truck Movement
- G. Floor Plan
- H. Exterior Elevations – 2 pages
- I. Color Elevations – 4 pages

Surrounding Land Uses and Zoning

- North – 179th Street (ROW), Crossroads Shopping Center (PUD)
- South – Commercial parcel & stormwater management pond (M-2)
- East – Commercial parcel (M-2)
- West – Commercial parcel (M-2)

SITE ANALYSIS/CONDITIONAL USE PERMIT

Use. Section 11-66-7.E allows convenience restaurants with a drive through service window subject to approval of a conditional use permit and in accordance with specific performance standards applicable to the subject property.

Hours. Section 11-66-7.E.1 of the Zoning Ordinance limits hours of operation from 5:00 A.M. to 11:00 P.M. unless extended by the City Council as part of the conditional use permit request. The applicant has requested an extension to the allowed hours, as has been granted to the other three Taco Bell restaurants in Lakeville. The requested hours are 5:00 AM to 2:00 AM, which is consistent with the extended hours granted with the other Taco Bell locations. Three other Taco Bell restaurants in Lakeville were permitted hours between 5:00 AM and 2:00 AM (Argonne Village and Keokuk location) to 24 hours (Spirit of Brandtjen Farm). The restaurant cannot extend their hours beyond those approved with this conditional use permit without an amendment approved by the City Council. The hours proposed by the applicant are considered acceptable at this location as part of the commercial character of the area and the separation from nearby residential zoning.

Building Design and Height. The applicant has provided colored, scaled plans of each building elevation illustrating a variety of materials and color pallet as required by Section 11-66-7.E.2 of the Zoning Ordinance. The proposed building has a coordinated finish treatment for each elevation emphasizing the east, south, and west elevations of the building. The exterior finishes are two contrasting colors of thin brick veneer and windows (Grade A – 71%) and ornamental metal siding (Grade C – 29%) as required to comply with Section 11-17-9.D.1 of the Zoning Ordinance. The building elevation plans specify the grade of each material as defined by the Zoning Ordinance and percentage of these materials as used on the building.

The proposed restaurant is a single-story structure, with a primary roof level of 20 feet, with the tallest point being 23 feet 6 inches for an arch over the entrance doors. The maximum allowed building height in the M-2 District is 48 feet or four stories, whichever is less. The proposed canopy over the menu board area will have a clearance height of nine feet, six inches.

Landscaping. The landscape plan provides plantings on the north, east, and south sides of the site, including plantings along the east-side parking spaces to minimize headlights shining onto the entrance access drive. Sizes of proposed plantings comply with Section 11-21-9.C of the Zoning Ordinance. The City Forester reviewed the proposed landscape plan and provided comments. Evergreen shrubs must be added along a portion of the north property line to ensure that headlights from vehicles within the drive through line don't shine onto 179th Street and an additional overstory tree must be added along the south side of the site and the spacing adjusted to 40 feet apart. The landscape plan must be updated to reflect this change prior to City Council consideration of the CUP. Including the landscape modification, the landscape plan will be considered approved. Plantings on the site must adhere to the plan and provide a as-built landscape plan prior to inspection of the installed landscaping. An escrow for the landscape materials and installation amount will be collected with the building permit.

Exterior Lighting. The plans included a photometric lighting plan for proposed exterior lighting. The Zoning Ordinance limits exterior lighting to not more than 15 foot-candles at any location within the site and not more than one foot-candle at property lines using fixtures with horizontal shielding. The proposed lighting plan complies with Sections 11-16-17.B and 11-66-7.E.4. of the Zoning Ordinance.

Access. Entrance to the site will primarily be via a driveway on the east side, from a private drive which serves the development. The driveway location aligns with an access point to the east. The other access to the site is at the southwest corner, crossing the lot to the west for access the the main east/west private drive. Access to 179th Street is not permitted.

Circulation and Loading. Truck turning movements have been overlayed on the site plan to demonstrate that the site can accommodate larger delivery vehicles, who will enter from the east access and exit via the access at the southwest corner. Should the development of the parcel to the west of Taco Bell occur at a later time and therefore the connection to the east/west private drive not be available, the delivery trucks will be able to back up to the north, along the east side of the building, and exit via the east driveway in the interim.

Pedestrian Access. A trail will be constructed along the south side of 179th Street and a concrete sidewalk will be constructed on the east side of the private drive from 179th Street. That sidewalk continues south to connect with a sidewalk along the north side of the east/west private drive. From there, there is a sidewalk connecting to the Taco Bell entrance. The east side of the building also has a wide sidewalk between the building and parking spaces to accommodate pedestrians.

Drive-Through. There is a drive through service window on the west elevation of the building with a drive lane approaching from the north, where it has wrapped around the buidling. The access lane is separated from off-street parking areas and sidewalks and provides 180 feet of stacking space from the service window.

Parking. Convenience food uses have a parking requirement of one stall per 80 square feet of floor area. Based on the building size of 2,860 square feet (minus 10% floor area as allowed by the Zoning Ordinance), 32 parking spaces are required and provided on the site. Parking spaces are

proposed for the east and south sides of the site, which minimizes conflict with the drive-through lane. The off-street parking spaces and drive aisles meet Zoning Ordinance requirements for size and dimensions.

Signs. All proposed signs are subject to the allowances established for the M-2 District by Section 11-23-19.D of the Zoning Ordinance. Wall signs are shown on the east and west elevations; the Zoning Ordinance allows a corner lot to have wall signs not to exceed 100 square feet on two wall elevations facing public streets or private through drives. Sign permits are required to be issued prior to the installation of any signs on the building. A freestanding sign is not permitted for the site.

The drive through lane indicates one menu sign of approximately 25 square feet. The Zoning Ordinance allows up to two menu signs with a maximum area of 50 square feet and a maximum height of eight feet per lane. The proposed menu sign must receive sign permit approval prior to installation and shall comply with the requirements outlined in Section 11-66-7.E.8.c of the Zoning Ordinance.

Setbacks. The M-2 District requires a 30-foot setback when abutting a major collector or arterial street, with 10-foot setbacks to all other property lines. Parking stalls must be setback 15 feet from public rights-of-way and five feet from all other property lines. The proposed building and parking area comply with the required setbacks from 179th Street and the other parcels within the development. The building is setback 76 feet from the north property line (179th Street) and over 30 feet from all other property lines.

Mechanical Equipment. A transformer is indicated on the site plan at the rear (north side) of the building and is surrounded by landscaping. Any additional mechanical equipment that may be added to the site must be screened with landscaping (ground level) or by panels (rooftop).

Noise. The stacking lane, order board intercom, and service window are all located so as to have minimal disruption to adjacent properties.

Trash Storage. Trash storage will be internal and located at the northeast corner of the building.

RECOMMENDATION

Community Development Department staff recommends approval of the Taco Bell conditional use permit, subject to the following stipulations:

1. This CUP is contingent upon the approval and recording of the Marketplace at Cedar final plat.
2. The hours of operation shall not exceed 5:00 AM to 2:00 AM, seven days a week, as allowed by approval of this CUP.
3. Signs shall comply with Zoning Ordinance requirements and receive sign permit approval prior to installation.

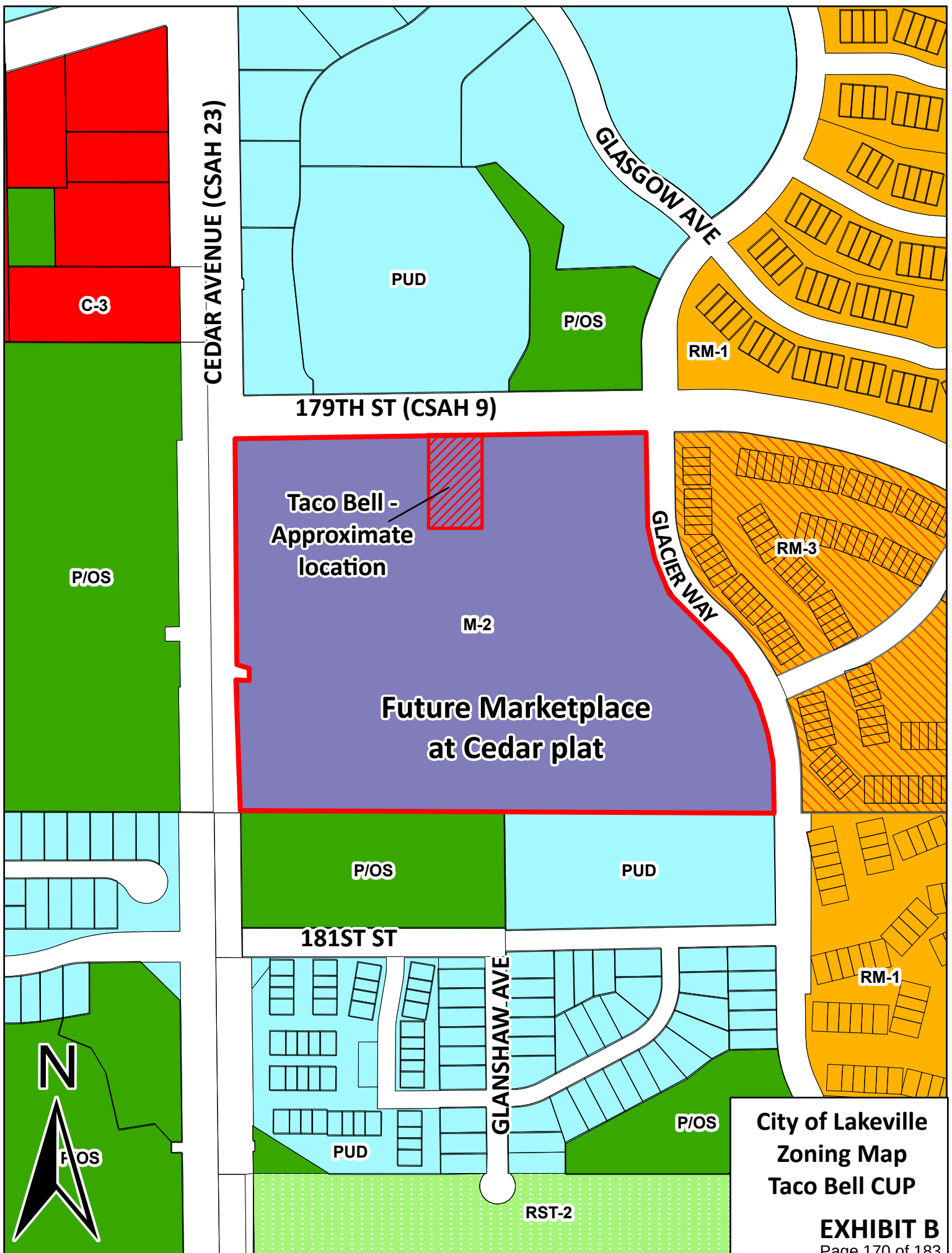
4. Prior to City Council consideration, the landscape plan must be updated to add evergreen shrubs along a portion of the north property line to ensure that headlights from vehicles within the drive through line don't shine onto 179th Street and an additional overstory tree must be added along the south side of the site and the spacing adjusted to 40 feet apart. Plantings on the site must adhere to the plan and an as-built landscape plan provided prior to inspection of the installed landscaping. An escrow shall be submitted with the building permit application to guarantee installation of the approved landscaping.

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



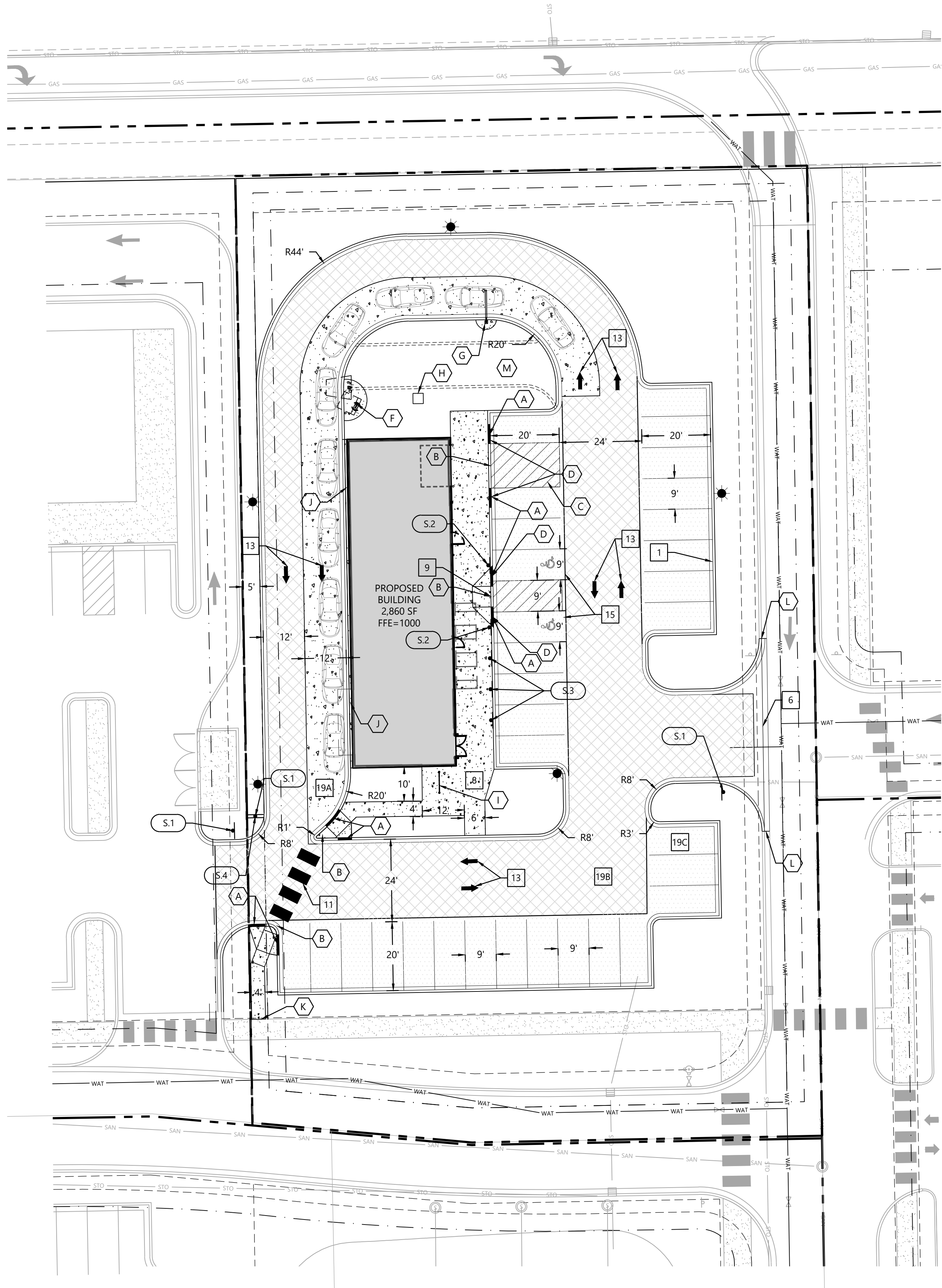
City of Lakeville
Location Map
Taco Bell CUP

EXHIBIT A
Page 169 of 183



City of Lakeville
Zoning Map
Taco Bell CUP

EXHIBIT B
Page 170 of 183



GENERAL SITE NOTES

- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, 12701 WHITEWATER DR STE300, MINNETONKA, MN 5534. 4/10/2025.
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY/PLAT FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADII ARE SHALL BE 3.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.

SITE DEVELOPMENT SUMMARY

EXISTING ZONING:	M2, MIXED USED CEDAR CORRIDOR DISTRICT
PROPOSED ZONING:	M2, MIXED USED CEDAR CORRIDOR DISTRICT
PARCEL DESCRIPTION:	TBD
PROPERTY AREA:	46,523 SF (1.07 AC)
EXISTING IMPERVIOUS SURFACE:	0 SF (0%)
PROPOSED IMPERVIOUS SURFACE:	33,674 SF (72.4%)
BUILDING GROSS SIZE:	2,860 SF
FLOOR-AREA-RATIO(FAR):	.060
BUILDING SETBACK PER CODE:	10'=FRONT 10'=SIDE 10'=REAR
PARKING SETBACK:	10'=FRONT AND ROW 5'=SIDE AND REAR
PARKING SPACE/DRIVE AISLE:	9' WIDE X 20' LONG, 24' AISLE
PARKING RATIO REQUIREMENT RESTAURANT W/DRIVE-THRU:	CITY OF LAKEVILLE MN 1 SPACE / 80 SF OF BLDG
RESTAURANT W/DRIVE-THRU TOTAL SPACES REQUIRED:	32 SPACES (2860 * .1 = 2574/80 = 32.1) 32 SPACES
PARKING PROVIDED:	32

1 SITE DETAILS (SI-0XX)

- B612 CURB AND GUTTER
- CONCRETE CROSS GUTTER
- PRIVATE CONCRETE SIDEWALK
- PRIVATE PEDESTRIAN CURB RAMP
- CROSS WALK STRIPING
- TRAFFIC ARROW
- SIGN INSTALLATION
- HANDICAP ACCESSIBLE SIGNAGE AND STRIPING
- PAVEMENT SECTIONS

SITE LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL
		FENCE
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		HEAVY DUTY BITUMINOUS PAVEMENT
		NORMAL DUTY BITUMINOUS PAVEMENT
		NUMBER OF PARKING STALLS
		TRANSFORMER
		SITE LIGHTING
		TRAFFIC SIGN
		POWER POLE
		BOLLARD / POST

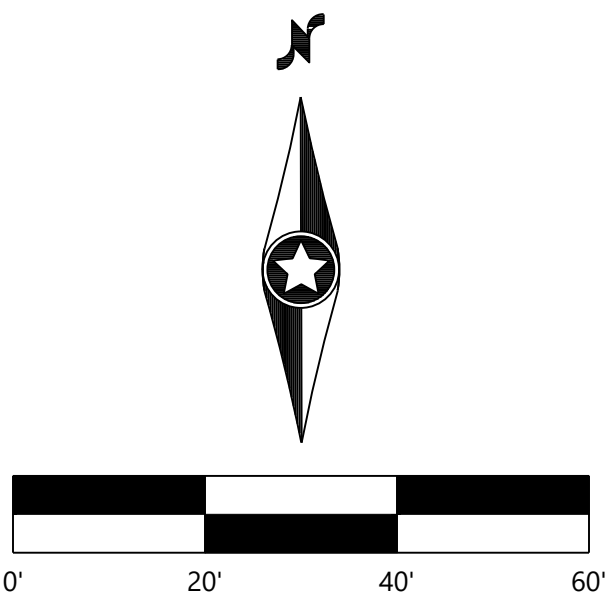
A SITE KEYNOTES

- A TRANSITION CURB
- B FLUSH CURB
- C PAINT 4" WHITE DIAGONAL STRIPING
- D PAINT TRANSITION CURBS SAFETY YELLOW
- F MENU BOARD AND ORDER STATION (SEE ARCH PLANS)
- G OVERHEAD CLEARANCE BAR AND CONCRETE BASE (SEE ARCH PLANS)
- H TRANSFORMER
- I BIKE RACK (SEE ARCH PLANS)
- J MONOPOUR CONCRETE CURB AT BUILDING FACE (SEE ARCH & STRUCT.)
- K MATCH EXISTING PATH
- L MATCH EXISTING CURB
- M FUTURE DRIVE THRU

S-10 SIGN LEGEND

REFERENCE	SIZE	MnDOT DESIGNATION
S.1 STOP SIGN	30" X 30"	R1-1
S.2 HANDICAP ACCESSIBLE	12" X 18"	R7-8M
S.3 PREFERRED PARKING SIGN	SEE ARCH	N/A
S.4 DO NOT ENTER	30" X 30"	R5-1

EXHIBIT C



NOT FOR CONSTRUCTION

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

DESIGNED:	08/01/2025
CHECKED:	
DRAWN:	
HORIZONTAL SCALE: 30'	
VERTICAL SCALE: 4' or 2'	

PREPARED FOR:
BORDER FOODS
5425 ROONE AVE N
NEW HOPE, MN 55428

DESIGNED BY:
GRETCHEN SCHROEDER
DATE: 08/01/2025
LICENSE NO. 43019

MARKETPLACE AT
CEDAR
LAKEVILLE, MN

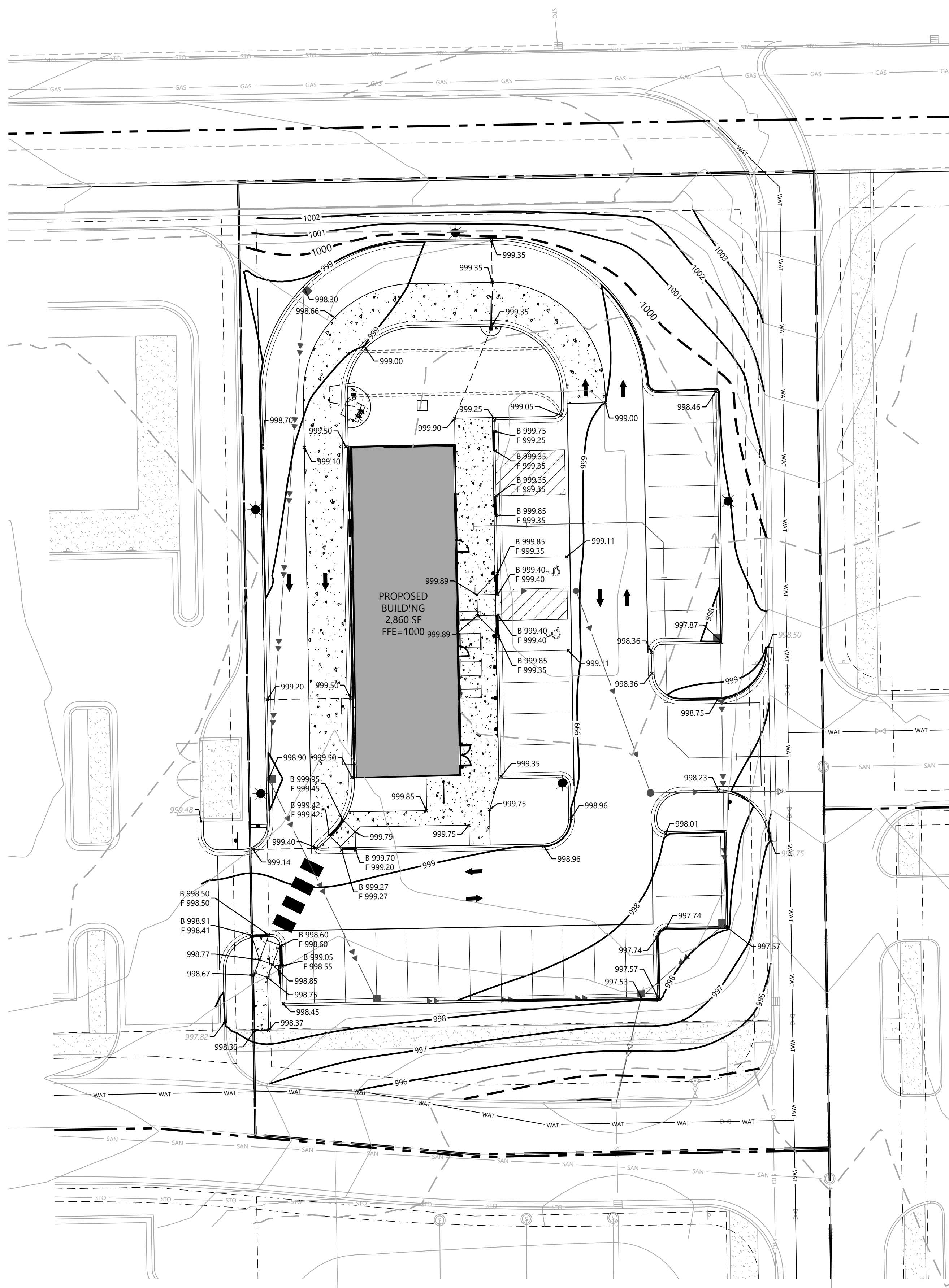
Westwood
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
(952) 337-5150
(888) 837-5150
Phone
Toll Free
Westwood Professional Services, Inc.

SITE PLAN

SHEET NUMBER:

C200

DATE: 08/01/2025



GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		RIDGE LINE
		GRADING LIMITS
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION

GRADING NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOWNSPOUTS.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE SIX INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
- CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.**
- SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL, AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH FULLY-LOADED TANDEM-AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-COMPACTED AS SPECIFIED HEREIN.
- EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
- EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.
- ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.

GENERAL EROSION CONTROL NOTES

- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
- ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAYBALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
- EROSION AND SILTATION CONTROL (ESC): THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL USE WHATEVER MEANS NECESSARY TO CONTROL THE EROSION AND SILTATION INCLUDING BUT NOT LIMITED TO: CATCH BASIN INSERTS, CONSTRUCTION ENTRANCES, EROSION CONTROL BLANKET, AND SILT FENCE. ESC SHALL COMMENCE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER MAY DIRECT THE CONTRACTOR'S METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS. ANY DEPOSITION OF SILT OR MUD ON NEW OR EXISTING PAVEMENT OR IN EXISTING STORM SEWERS OR SWALES SHALL BE REMOVED AFTER EACH RAIN EVENT. AFFECTED AREAS SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER. ALL AT THE EXPENSE OF THE CONTRACTOR. ALL TEMPORARY EROSION CONTROL SHALL BE REMOVED BY THE CONTRACTOR AFTER THE TURF IS ESTABLISHED.
- ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A CONSTRUCTION ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
- WHEN INSTALLING END-OF-LINE FLARED END SECTIONS, BRING THE SILT FENCE UP & OVER THE FLARED END SECTIONS & COVER DISTURBED AREAS WITH RIP RAP. THE UPSTREAM FLARED END SECTIONS SHALL HAVE WOOD FIBER BLANKET INSTALLED ON THE DISTURBED SOILS.
- ALL UNPAVED AREAS ALTERED DUE TO CONSTRUCTION ACTIVITIES MUST BE RESTORED WITH SEED AND MULCH, SOD, EROSION CONTROL BLANKET OR BE HARD SURFACE WITHIN 2 WEEKS OF COMPLETION OF CONSTRUCTION.
- THE SITE MUST BE STABILIZED PER THE REQUIREMENTS OF THE MPCA, NPDES, MNDOT, AND CITY.
 - TEMPORARY (LESS THAN 1-YEAR) SEED SHALL BE MNDOT SEED MIX 21-112 (FALL) OR 21-111 (SPRING/SUMMER) AT 100-POUNDS PER ACRE
 - GENERAL SEEDING SHALL BE MNDOT SEED MIX 25-151 AT 70-POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT TYPE 1 APPLIED AT 2-TONS PER ACRE.
- FOR AREAS WITH SLOPE OF 3:1 OR GREATER, RESTORATION WITH SOD OR EROSION CONTROL BLANKET IS REQUIRED.
- ALL TEMPORARY STOCKPILES MUST HAVE SILT FENCE INSTALLED AROUND THEM TO TRAP SEDIMENT.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL AND STATE RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- THE SITE MUST BE KEPT IN A WELL-DRAINED CONDITION AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY DITCHES, PIPING OR OTHER MEANS REQUIRED TO INSURE PROPER DRAINAGE DURING CONSTRUCTION. LOW POINTS IN ROADWAYS OR BUILDING PADS MUST BE PROVIDED WITH A POSITIVE OUTFLOW.

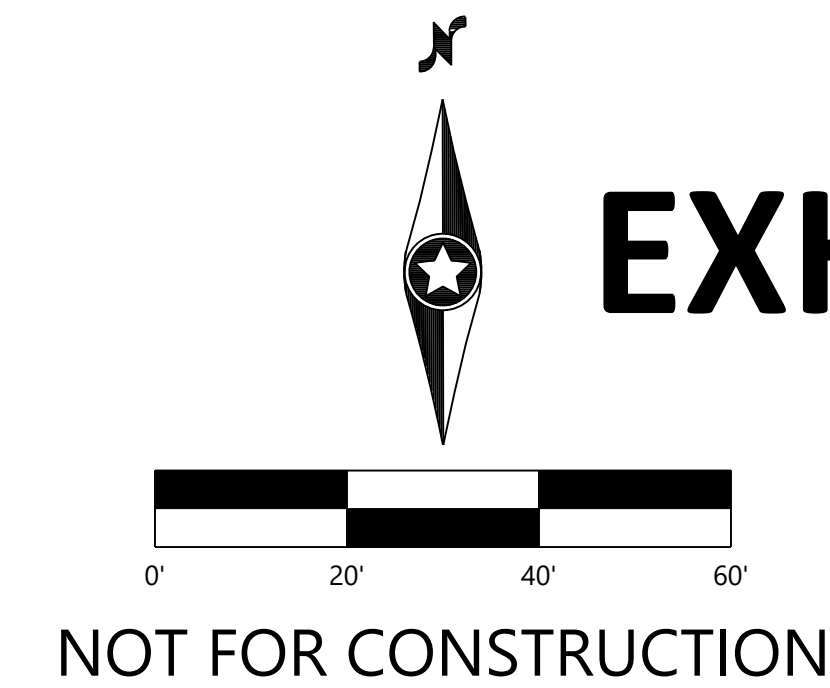


EXHIBIT D

DESIGNED: _____
CHECKED: _____
DRAWN: _____
HORIZONTAL SCALE: 30'
VERTICAL SCALE: 4' or 2'

INITIAL ISSUE: 08/01/2025
REVISIONS: _____
RESPONSE TO CITY COMMENTS: _____

PREPARED FOR: **BORDER FOODS**
5425 BOONE AVE N
NEW HOPE, MN 55428

MARKETPLACE AT CEDAR
LAKEVILLE, MN

Westwood
(952) 337-5150 12701 Whitewater Drive, Suite #300
(888) 337-5150 Minneapolis, MN 55434
Phone _____
Fax _____
Westwood Professional Services, Inc.

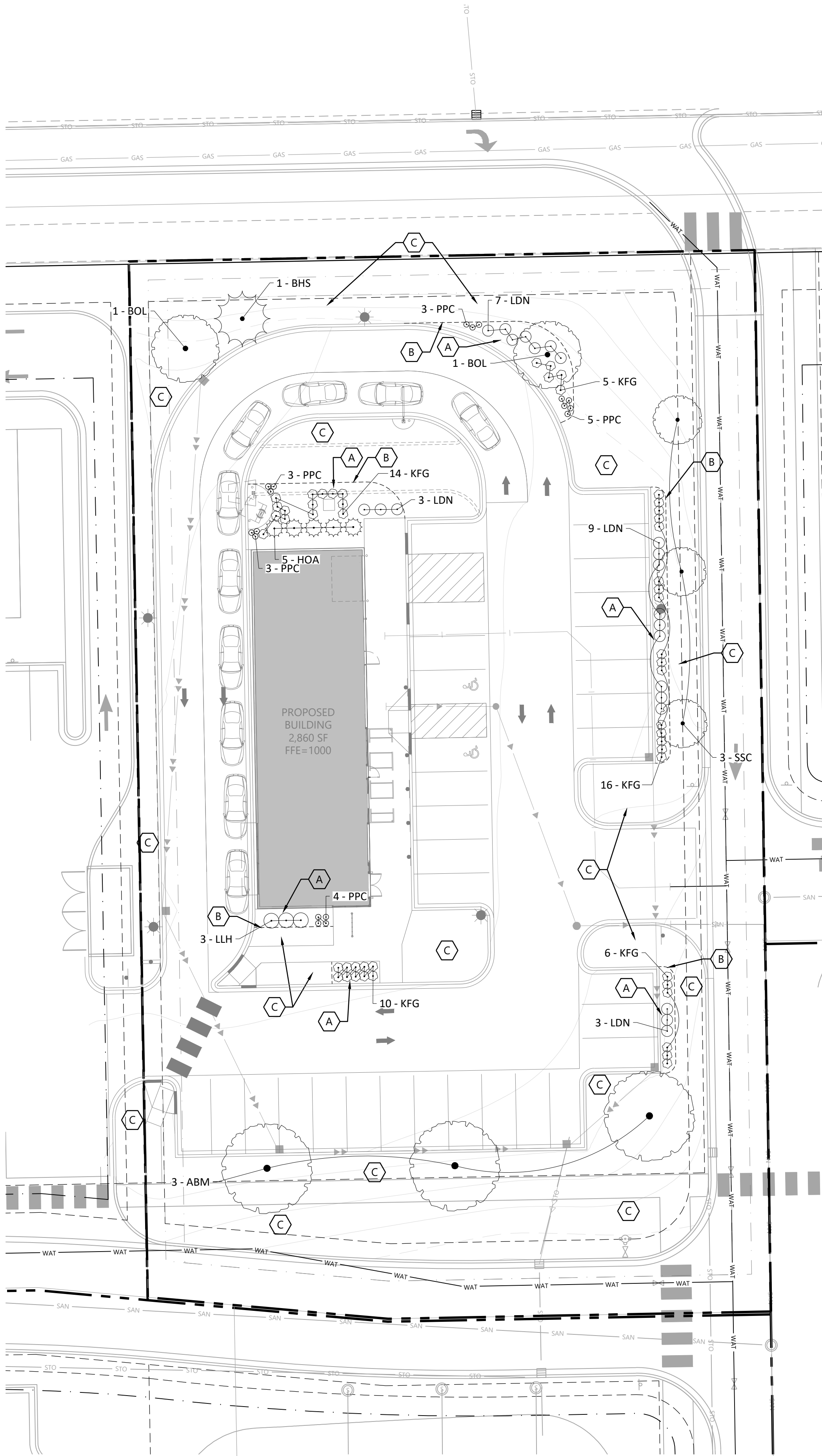
GRADING PLAN

SHEET NUMBER:
C300

DATE: 08/01/2025

PROJECT NUMBER: 0060598.00
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MARKETPLACE AT CEDAR



PLANT SCHEDULE

CODE	QTY	COMMON / BOTANICAL NAME	SIZE	SPACING	MATURE SIZE
CONIFEROUS TREES					
BHS	1	BLACK HILLS WHITE SPRUCE / PICEA GLAUCA 'DENSATA'	6' HT B&B	AS SHOWN	H 35'-45' W 20'-25'
DECIDUOUS TREES					
ABM	3	AUTUMN BLAZE® MAPLE / ACER X FREEMANII 'JEFFERSRED'	2.5" CAL	AS SHOWN	H 40-50' W 30-40'
BOL	2	BOULEVARD AMERICAN LINDEN / TILIA AMERICANA 'BOULEVARD'	2.5" CAL	AS SHOWN	H 50-60' W 25-30'
ORNAMENTAL TREES					
SSC	3	SPRING SNOW CRABAPPLE / MALUS X 'SPRING SNOW'	1.75" CAL	AS SHOWN	H 20-25' W 15-20'
CONIFEROUS SHRUBS					
HOA	5	HOLMSTRUP ARBORVITAE / THUJA OCCIDENTALIS 'HOLMSTRUP'	#5 CONT.	4'-0" O.C.	H 6-10' W 4-5'
DECIDUOUS SHRUB					
LLH	3	LITTLE LIME® HYDRANGEA / HYDRANGEA PANICULATA 'JANE'	#5 CONT.	4'-0" O.C.	H 3-5' W 3-4'
LDN	22	LITTLE DEVIL™ DWARF NINEBARK / PHYSOCARPUS OPUULIFOLIUS 'LITTLE DEVIL'	#5 CONT.	3'-0" O.C.	H 3-4' W 3-4'
PERENNIALS					
PPC	18	PALACE PURPLE CORAL BELLS / HEUCHERA MICRANTHA 'PALACE PURPLE'	#1 CONT.	18" O.C.	H 8-10' W 15-18'
GRASSES					
KFG	51	KARL FOERSTER FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	#1 CONT.	30" O.C.	H 4-5' W 2-3'

ABBREVIATIONS: B&B = BALLED AND BURLAPPED CAL. = CALIPER HT. = HEIGHT MIN. = MINIMUM O.C. = ON CENTER QTY. = QUANTITY
CONT. = CONTAINER

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

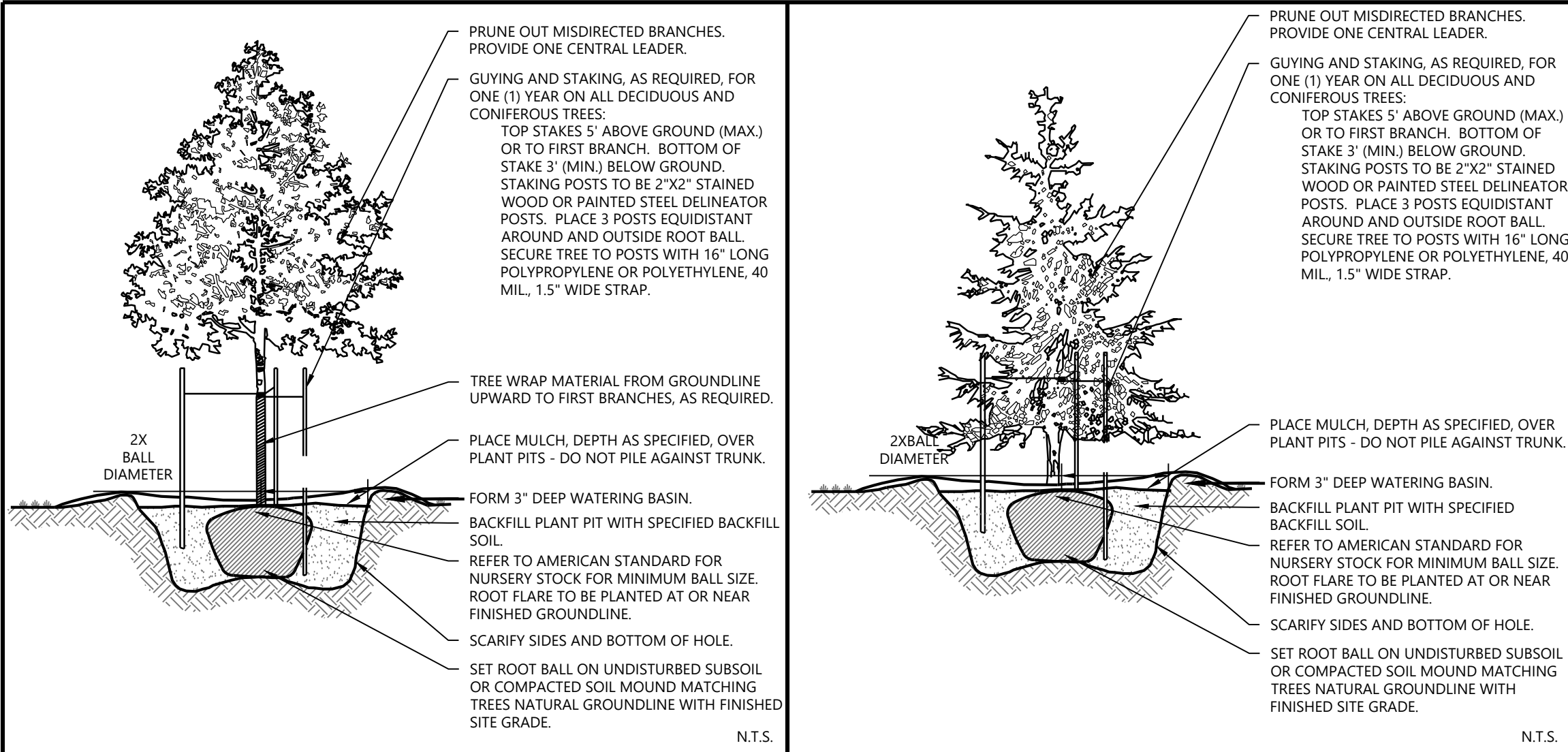
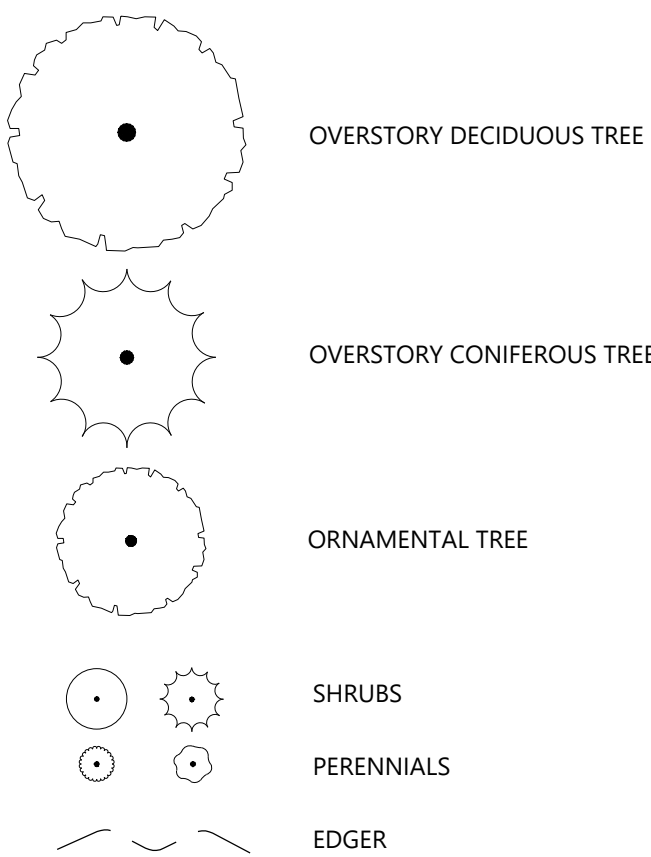
PLANTING NOTES

- CONTRACTOR SHALL CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
- ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
- ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
- PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
- PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
- PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
- PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
- OPEN TOP OF BURLAP ON BB MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
- PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
- STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
- THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
- BACKFILL SOIL AND TOPSOIL TO ADHERE TO MN/DOT STANDARD SPECIFICATION FOR SELECT TOPSOIL BORROW AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 6" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
- TREE PLANTING BEDS SHALL HAVE 4" DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL TREES WITHIN TURF AREAS. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND NATURAL COLORED, OR APPROVED EQUAL. ROCK MULCH TO BE BUFF LIMESTONE, 1 1/2" TO 3" DIAMETER, AT MINIMUM 3" DEPTH, OR APPROVED EQUAL. ROCK MULCH TO BE ON COMMERCIAL GRADE FILTER FABRIC, BY TYPAR, OR APPROVED EQUAL WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
- EDGING TO BE COMMERCIAL GRADE VALLEY-VIEW BLACK DIAMOND (OR EQUAL) POLY EDGING OR SPADED EDGE, AS INDICATED. POLY EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH BASE OF TOP BEAD AT GRADE, FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
- ALL DISTURBED AREAS TO BE SODDED OR SEEDDED, UNLESS OTHERWISE NOTED. PARKING LOT ISLANDS TO BE SODDED WITH SHREDDED HARDWOOD MULCH AROUND ALL TREES AND SHRUBS. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED AND PER MN/DOT SPECIFICATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
- PROVIDE IRRIGATION TO ALL PLANTED AND SODDED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
- CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
- REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

LANDSCAPE KEYNOTES A

- A BUFF LIMESTONE ROCK MULCH (TYP.)
- B EDGER (TYP.)
- C SOD (TYP.)

LANDSCAPE LEGEND



Westwood

DECIDUOUS TREE
PLANTING

LAST REVISED:
10/19/18
LA28

Westwood

EVERGREEN TREE
PLANTING

LAST REVISED:
10/19/18
LA29

Westwood

SHRUB & PERENNIAL
CONTAINER PLANTING

LAST REVISED:
10/23/18
LA27-C

EXHIBIT E

1" = 20'

NOT FOR CONSTRUCTION

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

DESIGNED:	08/01/2025
CHECKED:	
DRAWN:	
HORIZONTAL SCALE: 20'	
VERTICAL SCALE: 4' or 2'	

PREPARED FOR:
BORDER FOODS
5425 BOONE AVE N
NEW HOPE, MN 55428

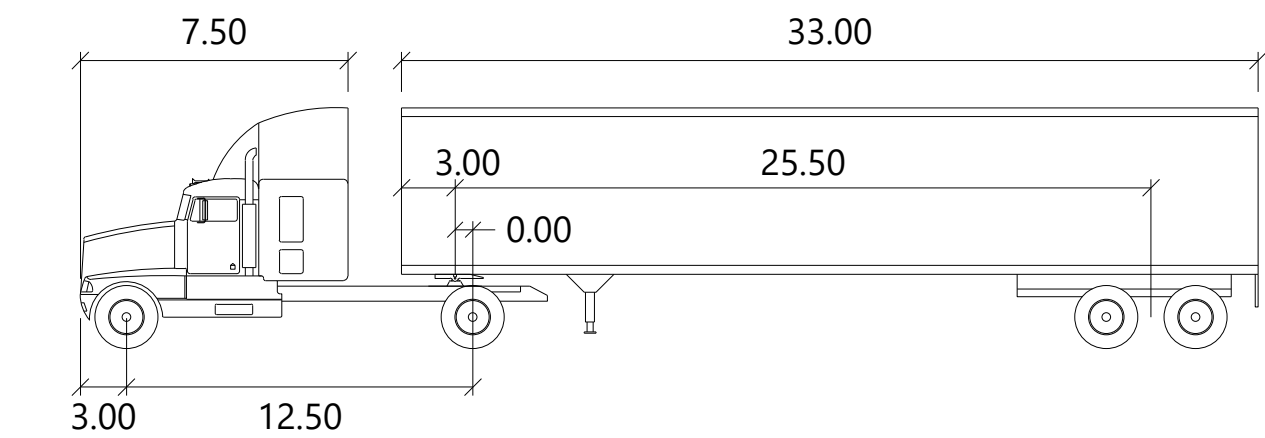
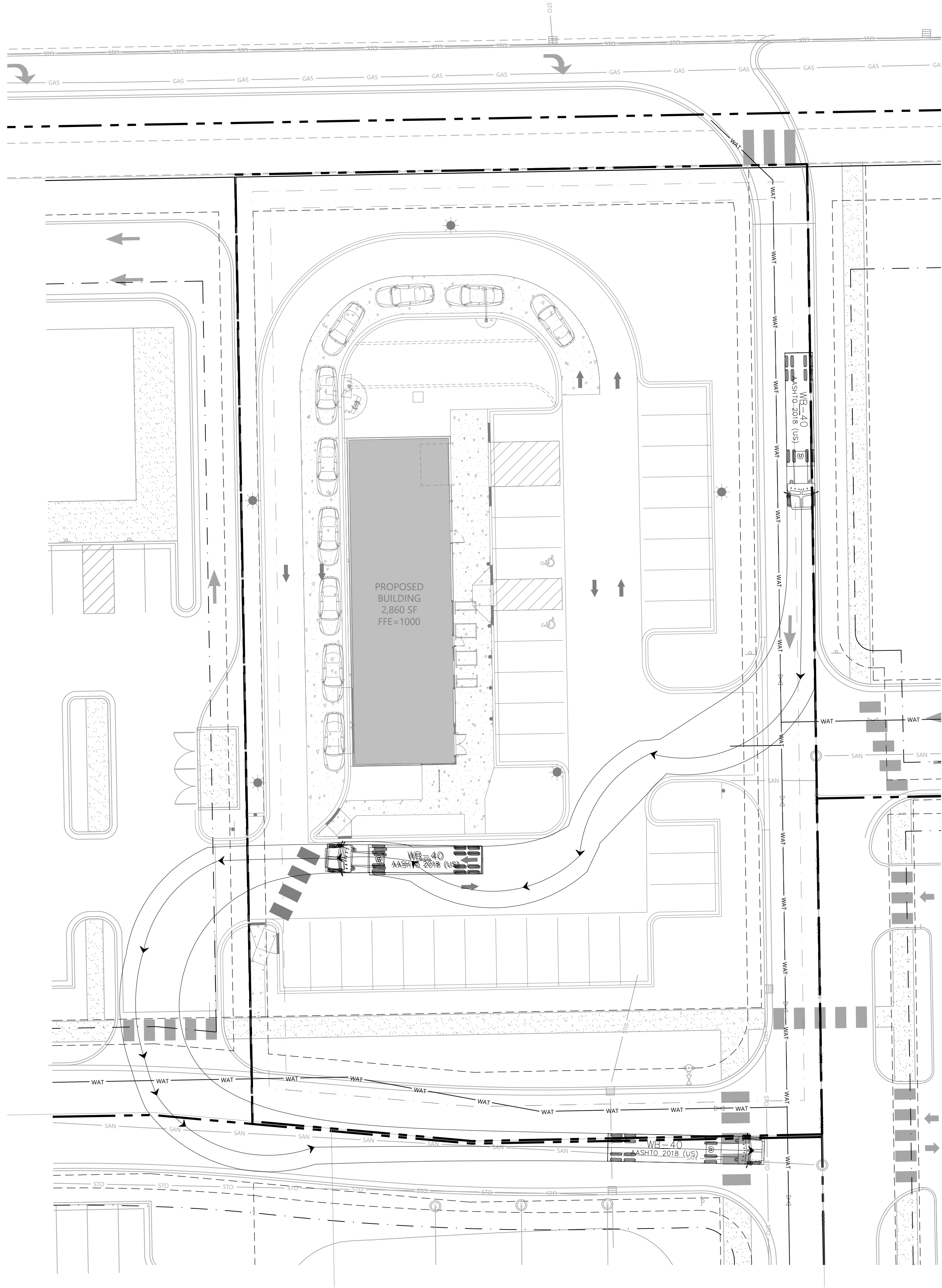
DESIGNED BY: JEFF WESTENDORF
DATE: 08/01/2025
LICENSE NO.: 44018

MARKETPLACE AT
CEDAR
LAKEVILLE, MN

Westwood
12701 Whitewater Drive, Suite #300
Minneapolis, MN 55443
(952) 337-5150
(888) 837-5150
Westwood Professional Services, Inc.

LANDSCAPE
PLAN & NOTES

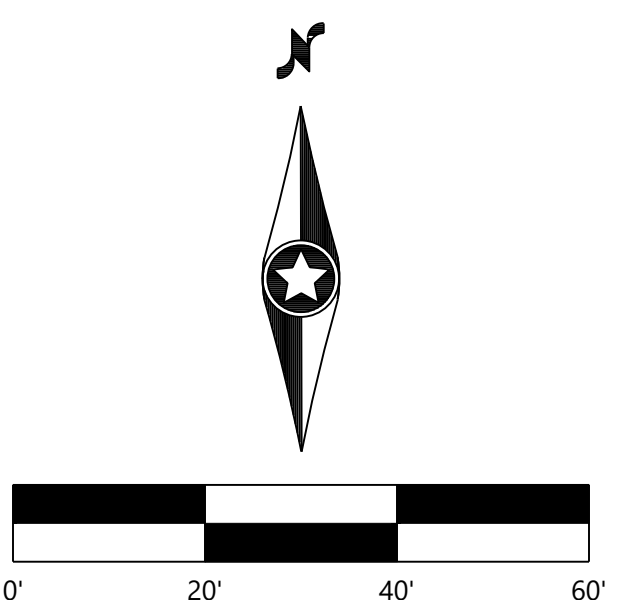
SHEET NUMBER:
L100
DATE: 08/01/2025



WB-40

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.00	Steering Angle	: 20.3
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.00		

EXHIBIT F



NOT FOR CONSTRUCTION

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

TRUCK
MOVEMENT

MARKETPLACE AT CEDAR

DATE: 08/01/2025

Westwood

(952) 337-5150
(888) 337-5150
Phone
Toll Free
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
minnetonka@westwoodps.com
Westwood Professional Services, Inc.

MARKETPLACE AT CEDAR

PREPARED FOR:
BORDER FOODS
5425 ROONE AVE N
NEW HOPE, MN 55428

INITIAL ISSUE: 08/01/2025
REVISIONS:
09/09/2025 RESPONSE TO CITY COMMENTS
DESIGNED: _____
CHECKED: _____
DRAWN: _____
HORIZONTAL SCALE: 20'
VERTICAL SCALE: 4' or 2'



FINN DANIELS
ARCHITECTS

1440 Northland Drive, Suite 250
Mendota Heights, MN 55120
651.690.5525 // www.finn-daniels.com



TACO BELL

MARKETPLACE AT CEDAR
DEVELOPMENT
LOT 4
LAKEVILLE, MN 55044

Applicant/Owner:
MARVIN DEVELOPMENT V, LLC
5425 BOONE AVE. N
NEW HOPE, MINNESOTA 55428

Tenant:
BORDER FOODS, LLC
5425 BOONE AVE. N
NEW HOPE, MINNESOTA 55428

Contact: Zach Zelikson
Phone: 763-489-2968

ENDEAVOR
30 SEATS / 2,860 S.F.

PROJECT NO.: TB21-19

DRAWN BY: KDT / GGD

CHECKED BY: GGD

ISSUES AND REVISIONS:

SITE PLAN REVIEW: 08.01.2025

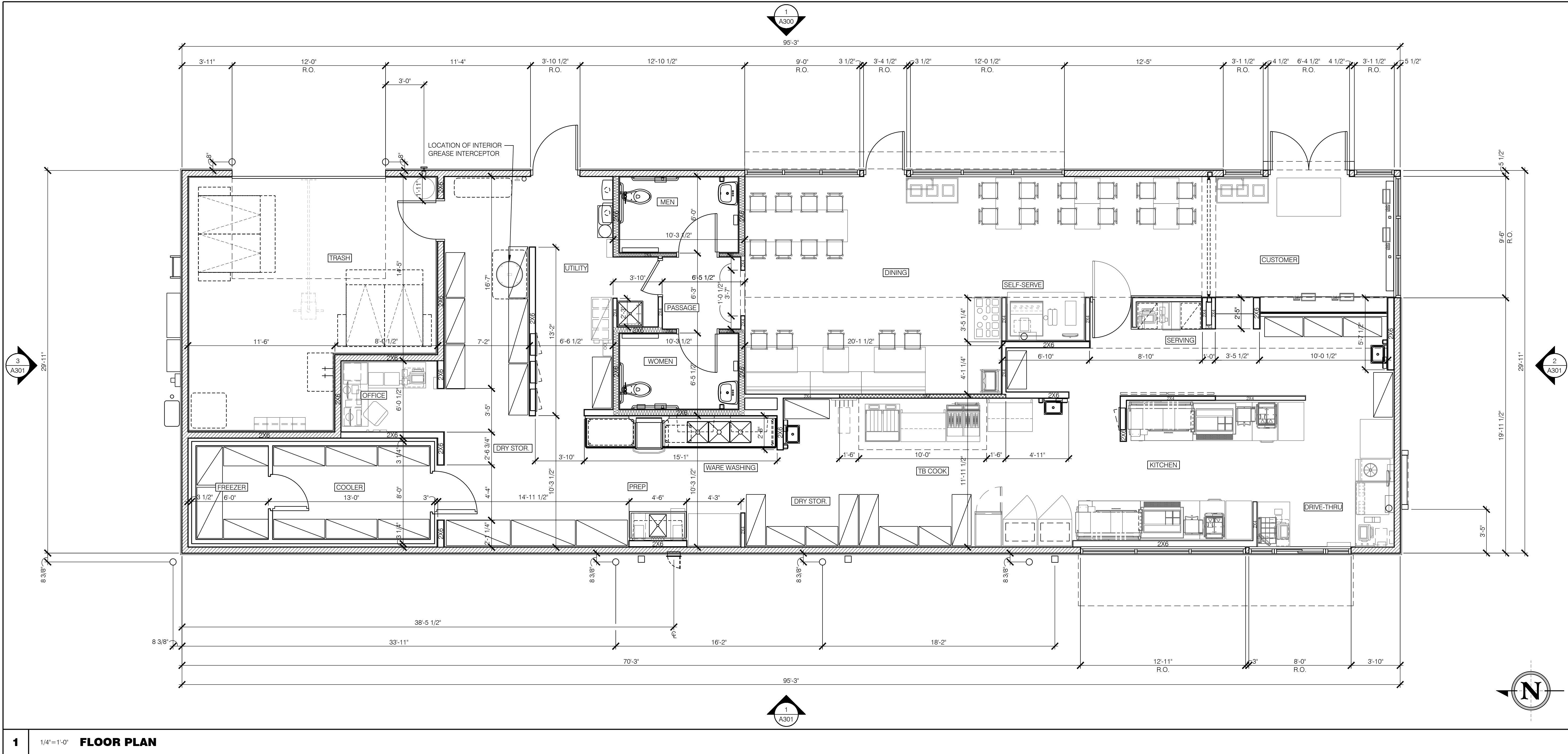
SITE PLAN REVIEW UPDATE

ADDRESS CITY COMMENTS: 09.17.2025

FLOOR
PLAN

A200

TACO BELL - LAKEVILLE, MN



1 1/4"=1'-0" FLOOR PLAN

	TYPICAL EXTERIOR WALL: 2X6 WD. STUDS AT 16" O.C. WITH SHEATHING AS SCHEDULED (SEE STRUCTURAL DRAWINGS) AND R-21 FIBERGLASS BATT INSULATION U.N.O. FULLERTON SHALL PROVIDE EXTERIOR AIR BARRIER.
	TYPICAL INTERIOR WALL: 2X4 WD. STUDS AT 16" O.C. (2X6 OR 2X8 WHERE NOTED).
	INTERIOR SOUND-RATED WALL: TYPICAL INTERIOR WALL WITH 3 1/2" OR 5 1/2" UNFACED FIBERGLASS BATT INSULATION.
	HOOD WALL: TYPICAL INTERIOR WALL WITH METAL STUDS, 1/2" CEMENT WALL BOARD AND 20 GA. S.S. PANEL BEHIND HOOD.
	SHEAR WALL: (SHOWN SHADED- VERIFY LOCATIONS WITH FULLERTON PLANS) PLYWOOD SHEAR WALL SHEATHING FROM SILL PLATE TO TOP PLATE PER FULLERTON PLANS. INSTALL SECOND LAYER OF SHEATHING PER WALL SUBSTRATE OUTLINE BELOW AS REQUIRED TO ACCOMMODATE FINISHES SCHEDULED. (WHERE WALL FACE EXTENDS BEYOND SHEAR WALL- EXTEND SECOND LAYER OF SHEATHING SO FINISHES RUN CONTINUOUS.
WALL SUBSTRATES: SEE FULLERTON DRAWINGS FOR ADDITIONAL INFORMATION	
- DINING ROOM:	
1/2" GYPSUM WALLBOARD FROM TOP OF SLAB TO 6" ABOVE CEILING HEIGHT U.N.O. SEE 17 & 19/A503. (NOTE: 1/2" CEMENT BOARD IS TO BE SUBSTITUTED FOR GYPSUM WALLBOARD FOR THE FIRST 3' A.F.F. FOR BASE TILE APPLICATION. (SEE ELEVATION DRAWING SHEET A600 FOR LOCATIONS)	
- KITCHEN, OFFICE & WALK-IN COOLER/FREEZER WALLS:	
1/2" CEMENT WALLBOARD FROM TOP OF SLAB TO 12" A.F.F. SEE 20/A503. 1/2" CDX PLYWOOD WITH F.R.P. SURFACE FINISH FROM 12" A.F.F. TO 6" ABOVE CEILING HEIGHT U.N.O. 1/2" CEMENT WALLBOARD FULL HEIGHT ON METAL STUD WALLS AT HOOD WITH STAINLESS STEEL WALL PANEL LOCATIONS. SEE HOOD WALL LEGEND ABOVE.	
- RESTROOM WALLS:	
1/2" CEMENT WALLBOARD FROM TOP OF SLAB TO TOP OF CERAMIC WALL TILE FINISH, WITH 1/2" HI-IMPACT BRAND XP WALLBOARD, TYPE X CORE FROM TOP OF CEMENT BOARD TO 6" ABOVE CEILING HEIGHT U.N.O. (SEE SHEET A201 FOR HEIGHTS AND LOCATIONS) NO SUBSTITUTIONS ALLOWED. FINISH AS SCHEDULED. SEE 18/A503.	
- TRASH ROOM WALLS:	
FIRE RATED WALLS TO RECEIVE FULL HEIGHT GYPSUM WALLBOARD PER KEY NOTE #43 ALL OTHER WALLS TO RECEIVE 1/2" PLYWOOD FROM FINISHED FLOOR TO 6'-0" A.F.F. THEN 1/2" GYPSUM WALLBOARD FROM PLYWOOD TO CEILING. FIRE RATED WALLS TO RECEIVE 1/2" PLYWOOD OVER GYPSUM WALLBOARD AND ALL WALLS TO RECEIVE WHITE F.R.P. FROM FINISHED FLOOR TO 3'-0" A.F.F. WITH HORIZONTAL F.R.P. TRIM CAP. (SEE KEYNOTES #38 & #43)	
- ALL OTHER FRAME WALL CONDITIONS:	
1/2" CEMENT WALLBOARD FROM TOP OF SLAB TO HEIGHT OF CERAMIC TILE FINISH, WITH 1/2" GYPSUM WALLBOARD FROM TOP OF CEMENT BOARD TO 6" ABOVE CEILING HEIGHT U.N.O. FINISH AS SCHEDULED.	
***** NO SUBSTITUTIONS PERMITTED FOR CEMENT WALLBOARD *****	
WALL LEGEND	

DIMENSIONS:	
1. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O. REFER TO FOUNDATION PLAN FOR FACE OF CONCRETE DIMENSIONS.	
2. DIMENSIONS NOTED AS 'CLEAR' OR 'HOLD' ARE MINIMUM REQUIRED NET CLEARANCE FROM FACE OF WALL / WAINSCOT FINISH. VERIFY FINAL EQUIPMENT SIZES WITH VENDOR PRIOR TO INTERIOR WALL FRAMING.	
WINDOWS / DOORS:	
1. SEE SHEET A000 FOR WINDOW TYPES AND DOOR SCHEDULE.	
2. ALL DOOR AND WINDOW OPENING DIMENSIONS ARE TO ROUGH OPENINGS.	
FINISH SUBSTRATES:	
1. PROVIDE 1/2" THICK CEMENT WALL BOARD- FROM FLOOR SLAB TO 5' OR 12' A.F.F. MINIMUM (SEE WALL LEGEND) IN LIEU OF FINISHES SHEATHING AT WALLS EXCEPT SHEAR WALL SURFACES. U.N.O. (SHEAR WALL SHEATHING T.O. SLAB TO B.O. DECK)	
2. ALL JOINTS, GAPS OR SPACES LEADING TO ALL HOLLOW OR INACCESSIBLE SPACES SHALL BE SEALED WITH 'NSF INTERNATIONAL' APPROVED SEALANTS.	
3. ALL BACK OF HOUSE, OFFICE, AND WALK-IN COOLER/FREEZER WALLS SHALL HAVE 1/2" CDX PLYWOOD SUBSTRATE, U.N.O.	
DECOR:	
1. SEE A203 FOR FLOOR FINISHES.	
2. SEE A204 FOR CEILING FINISHES.	
3. SEE A205 FOR SEATING PLAN AND DETAILS.	
4. SEE A600, A601 AND A602 FOR WALL FINISHES.	
GENERAL:	
1. FULLERTON BUILDING SYSTEMS TO ENSURE THAT ALL NAIL / SCREW FASTENING POINTS ARE CLIPPED OFF / REMOVED WITHIN WALL CAVITY PRIOR TO INSTALL OF WALL INSUL. AND VAPOR BARRIER. G.C. TO COORDINATE.	
2. FULLERTON BUILDING SYSTEMS TO ENSURE ALL 'L' ROOF TRUSS CLIPS AND FASTENERS ARE INSTALLED CORRECTLY WITHIN THEIR RESPECTIVE CLIP SLOTS. G.C. TO COORDINATE.	
3. G.C. TO PROVIDE UNFACED FIBERGLASS BATT INSULATION R-21 WITH POLY VAPOR BARRIER AT EXTERIOR WALL STUD CAVITY. TAPE AND SEAL ALL VAPOR BARRIER SEAMS. OWNER TO PROVIDE THREE FIRE EXTINGUISHERS - (2) 10 LB. ABC AND (1) K CLASS - TO COMPLY WITH LOCAL FIRE CODE. LOCATE PER DIRECTION OF FIRE MARSHALL OR LOCAL AUTHORIZING AGENT.	
5. THESE DRAWINGS ARE BASED UPON WOOD FRAMING. UTILIZATION OF METAL STUDS ON NON-BEARING INTERIOR PARTITIONS, BULKHEADS AND SOFFITS IS ACCEPTABLE.	
6. ALL ATTACHMENTS MADE THROUGH WALLS SHALL BE SLEEVED OR GROMMET SET IN SEALANT TO PREVENT DAMAGE TO THE FINISH.	
7. ALL PENETRATIONS THROUGH WALLS & CEILINGS SHALL BE SEALED USING MFRS. APPROVED METHOD.	
8. ALL WALL AND CEILING PENETRATIONS IN TRASH ROOM TO BE SEALED WITH A FIRE RATED SEALANT.	
9. PAINT ALL EXTERIOR EXPOSED PIPING TO MATCH ADJACENT WALL.	
10. PROVIDE 4' RIGID INSULATION R-20 WITH 1/2" BILDRITE PROTECTION BOARD ON EXTERIOR FACE OF RIGID INSULATION ON THE FOUNDATION. FROM TOP OF FOOTING TO TOP OF FOUNDATION CONTINUOUSLY AROUND PERIMETER OF FOUNDATION.	
FLOOR PLAN NOTES	

- STARTING POINT. ALL SUB-TRADES SHALL USE THIS POINT AS A BEGINNING LAY-OUT (INSIDE FACE OF EXTERIOR WALL STUDS).
- 6" STUD INTERIOR WALL, FINISHED PER WALL LEGEND.
- ELECTRICAL MAIN SWITCH BOARD. REFER TO ELECTRICAL DRAWINGS.
- HOOD WALL. SEE WALL LEGEND.
- ALUMINUM ROOF LADDER AND SECURITY GATE. SEE DETAILS 9, 19 AND 20/A500.
- INSTALL OWNER SUPPLIED CO2 FILL BOX. SEE EXTERIOR ELEVATIONS 1/A300 AND DETAIL 4/A502. COORDINATE LOCATION WITH OWNER.
- ALUMINUM THRESHOLD. SEE DETAIL 1 AND 8/A501.
- MOP SINK. REFER TO SHEET A002 AND A205.
- PROVIDE STEEL PIPE BOLLARD AND INSTALL OWNER SUPPLIED YELLOW PROTECTIVE COVER. SEE CIVIL DRAWINGS. SEE DETAILS 4/A101.
- NOT USED.
- ELECTRICAL PANELS RECESSED IN WALL. SEE ELECTRICAL DRAWINGS.
- SHEAR WALL LOCATION. SEE DETAILS 7 & 8/A503.
- SYRUP BUNDLE THRU CEILING. CUT CEILING TILE TIGHT AROUND SYRUP BUNDLE. INSTALL SEALANT SO NO GAPS OR OPENINGS. (VERIFY LOCATION W/ OWNER.)
- INSTALL OWNER SUPPLIED WALL MOUNTED WATER HEATER. CONTRACTOR TO PROVIDE REQUIRED FLUE VENTING.
- PROVIDE DOOR SWEEPS AT ALL EXTERIOR DOORS. SEE SHEET A000.
- KEEP CLEAR FOR UTILITIES AND SYRUP LINES. SEE DETAIL 3/A504.
- NOT USED.
- DASHED LINE INDICATES CONCRETE STOOP. SEE STRUCTURAL DRAWINGS.
- WALL / BASE DETAIL AT HOOD WALL. SEE 9/A503.
- WALL / BASE DETAIL AT TOILET ROOM WALLS. SEE 18/A503.
- METAL STUDS AT WIDTH OF KITCHEN HOOD - EXTEND 1'-6" MIN. BEYOND EDGE OF HOOD.
- INSULATE TRASH ROOM WALLS AND CEILING.
- THRU WALL ROOF SCUPPER AND DOWNSPOUT.
- 3'-4'X7'-0" FINISHED OPENING. G.C. TO INSTALL OWNER SUPPLIED STAINLESS STEEL WRAP AT JAMBS AND HEAD.
- PROVIDE GREASE INTERCEPTOR. COVER PLATE TO BE FLUSH WITH FLOOR FINISH. SEE CIVIL AND PLUMBING DRAWINGS.
- WATER METER LOCATION. TO BE LOCATED AS TIGHT AS POSSIBLE TO EXTERIOR WALL.

FLOOR PLAN KEY NOTES

- PARTIAL HEIGHT WALLS. SEE 5/A602 AND ELEVATIONS ON A600 FOR HEIGHT. PROVIDE 1/2" SHEATHING AS SCHEDULED AT ALL SURFACES AT CUBBY FIXTURE OPENING. FINAL COORDINATE FINISHED OPENING WITH DECOR VENDOR.
- INSTALL OWNER SUPPLIED WINDOW SHADES AT LOCATIONS AND QUANTITIES VERIFIED THROUGH OWNER. WINDOW SHADES TO BE: MANUFACTURER: ROLL-A-SHADE. PHONE: 1.888.245.5077. MODEL: LEGACY SYSTEMS, MANUAL OPERATION. MATERIAL: MERMET KOOL BLACK, 5" OPENESS. COLOR: T.B.D. (BY OWNER). BRACKETS AND BOTTOM RAIL TO BE POWDERED COATED BLACK. CLUTCHES TO BE BLACK WITH STAINLESS STEEL CHAIN AND BLACK CHILD SAFETY TENSION DEVICE. VERIFY WINDOW DIMENSIONS.
- PROVIDE NO SMOKING SIGNAGE ON ENTRY DOORS.
- PROVIDE 8" H. WHITE VINYL ADDRESS NUMBERS ON WINDOW AT TOP. SEE 2/A301.
- PULL STATION FOR HOOD FIRE SUPPRESSION SYSTEM.
- GAS METER.
- G.C. TO PROVIDE FIRE DEPARTMENT KNOX LOCK BOX. COORDINATE FINAL LOCATION WITH L.A.H.J.
- PROVIDE STEEL PLATE JAMBS AND HEAD AT OVERHEAD DOOR. EPOXY PAINT. SEE 2/A402.
- O.H. DOOR AS SCHEDULED.
- HOT AND COLD WATER HOSE BIB. SEE PLUMBING DRAWINGS.
- PROVIDE 1/2" PLYWOOD AND WHITE FRP WALL FINISH WITH TRIM FROM FINISHED FLOOR TO PLYWOOD BUMP RAIL. PAINT WALL AND BUMP RAILS ABOVE. SEE 14/A600.
- PROVIDE TREATED 3/4" PLYWOOD BUMP RAIL. SEE 14/A600.
- RECYCLE AND TRASH CONTAINERS PROVIDED BY OWNER.
- PROVIDE OVERHEAD CEILING MOUNTED GAS FIRED UNIT HEATER. SEE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS.
- SERVICE COUNTER PROVIDED BY OWNERS DECOR VENDOR.
- WATER CONDITIONING SYSTEM. SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR. SEE EQUIPMENT PLAN AND SCHEDULE.
- ONE-HOUR FIRE RATED WALL (SECTION 722.6 - TIME ASSIGNED TO WALLBOARD MEMBRANES). G.C. TO INSTALL (2) LAYERS 5/8" TYPE 'X' GYP. BD. APPLIED TO TRASH ROOM SIDE OF STUD WALL PANEL PROVIDED BY FULLERTON. TAPED AND FINISHED AS REQUIRED. (INSTALL 1/2" PLYWOOD W/ F.R.P. FINISH TO 4'-0" AS NOTED IN WALL LEGEND OVER GYP. BD.
- ONE-HOUR FIRE RATED CEILING: UL DESIGN NO. P522. SEE REFLECTED CEILING PLAN A204 AND KEY NOTES.
- PROVIDE THRU WALL FRESH AIR IN-TAKE LOUVER AND SCREEN WITH BACK DRAFT DAMPER. SEE ELECTRICAL AND MECHANICAL DRAWINGS.

- PROVIDE THRU CEILING / ROOF EXHAUST FAN. FAN CONTROLLED BY TIME CLOCK. SEE ROOF, REFLECTED CEILING, ELEC. AND MECH. DWGS. COORDINATE LOCATION.
- AUTOMATIC GARAGE DOOR OPENER MOUNTED TO CEILING AS SCHEDULED. SEE ALSO ELECTRICAL DRAWINGS.
- IF GAS SHUT OFF REQUIRED BY LOCAL INSPECTOR TO BE INTERIOR OF BUILDING (VERIFY): PROVIDE PROTECTIVE PIPE GUARD OR SHEET ROCK ENCLOSURE WITH ACCESS PANEL TO GAS SHUT OFF FROM B.O. GAS PIPE TO CEILING AS REQUIRED.
- GREASE COLLECTION SYSTEM TANK. PROVIDED AND INSTALLED BY OWNER.
- PARTIAL HEIGHT WALL. SEE DETAILS FOR ADDITIONAL INFORMATION.
- INSTALL VAPOR BARRIER ON FACE OF EXTERIOR 2X6 WALL STUDS TYP. FULL HEIGHT. INSTALL INTERIOR 2X4 WALL OVER VAPOR BARRIER TO BOTTOM OF SOFFIT FRAMING.
- 6'-0" DIAMETER SLOPED FLOOR TO DRAIN. SEE A203 FLOOR FINISH PLAN.
- DASHED LINE DENOTES METAL CANOPY ABOVE WITH LIGHTS.
- PROPOSED LOCATION OF ABC CLASS FIRE EXTINGUISHER. (PROVIDED BY OWNER, INSTALLED BY G.C.) COORDINATE FINAL LOCATION WITH LOCAL INSPECTOR PRIOR TO INSTALL.
- PROPOSED LOCATION OF K' CLASS FIRE EXTINGUISHER. (PROVIDED BY OWNER, INSTALLED BY G.C.) COORDINATE FINAL LOCATION WITH LOCAL INSPECTOR PRIOR TO INSTALL.
- DASHED LINES DENOTE GYPSUM BOARD CEILING OR BULKHEAD ABOVE. SEE REFLECTED CEILING PLAN A204.
- OWNER SUPPLIED EASIWASH EQUIPMENT. INSTALL BY G.C.
- INSTALL OWNER SUPPLIED EASIWASH (EQUIP. #B-500) REMOTE VALVE & CONTROL STAINLESS STEEL ENCLOSURE. SEAL WALL PENETRATION AIR & WEATHER TIGHT. FINAL COORDINATE LOCATION WITH OWNER. G.C. TO PROVIDE PVC SLEEVE EXPOSED AT INTERIOR SIDE OF EXTERIOR WALL TIGHT IN CORNER OF WALLS. SEE PLUMBING PLANS FOR ADDITIONAL INFORMATION.
- DASHED LINE DENOTES METAL CANOPY ABOVE.
- PLUMBING WALL AT SHEAR WALL. NOTE: INSTALL SHEAR WALL WITH REQUIRED SHEATHING EACH SIDE FIRST. THEN INSTALL PLUMBING WALL STUDS AND SHEATHING PER WALL LEGEND ON A200 AFTER SHEAR WALL SHEATHING INSPECTION.
- PROVIDE FRAMING AND STRUCTURE AS REQUIRED FOR FUTURE DRIVE-THRU WINDOW R.O. (SEE KEYNOTE #43 FOR FUTURE DRIVE-THRU WINDOW R.O. FOR ADDITIONAL INFORMATION).
- AREA TO BE KEPT CLEAR. UTILITIES TO BE SLEEVED THROUGH DR. WITH EQUIPMENT CLO. SEE CIVIL AND PLUMBING DRAWINGS.

EXHIBIT G



1440 Northland Drive, Suite 250
Mendota Heights, MN 55120
651.690.5525 // www.finn-daniels.com



MARKETPLACE AT CEDAR
DEVELOPMENT
LOT 4
LAKEVILLE, MN 55044

Applicant/Owner:
MARVIN DEVELOPMENT V, LLC
5425 BOONE AVE. N
NEW HOPE, MINNESOTA 55428

Tenant:
BORDER FOODS, LLC
5425 BOONE AVE. N
NEW HOPE, MINNESOTA 55428

Contact: Zach Zelickson
Phone: 763-489-2968

ENDEAVOR
30 SEATS / 2,860 S.F.

PROJECT NO.: TB21-19

DRAWN BY: KDT / GGD

CHECKED BY: GGD

ISSUES AND REVISIONS:

SITE PLAN REVIEW: 08.01.2025

ADDRESS CITY COMMENTS: 09.17.2025

EXTERIOR ELEVATIONS

A300

TACO BELL - LAKEVILLE, MN



V-XXXX		QTY	ITEM DESCRIPTION	ELEC.
V-01.100	1	TACO BELL 'PYLON / DRIVE-THRU' SIGN 7'-11"W X 13'-4"H SIGN FACE - T.O. SIGN AT 15'-0" ABOVE GRADE (100 S.F.)		X
E032881	2	42" SWINGING BELL PURPLE LOGO. 3'-6"H. X 3'-10 1/2"W. (13.53 S.F.)		X
EXX1	2	20" WHITE CHANNEL LETTERS - AWNING MOUNTED (19.21 S.F.)		X

NOTE: SIGNAGE UNDER SEPARATE PERMIT

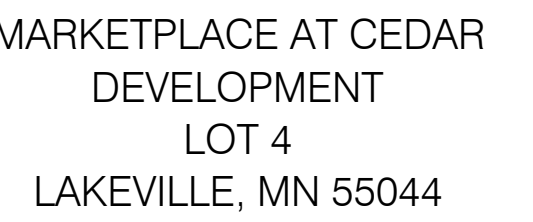
SIGN SCHEDULE

- 1 BUILDING SIGN, BY VENDOR. REQUIRES ELECTRICAL., SEE ELECTRICAL PLANS.
- 2 PRE-FAB ARCH WITH PURPLE LED LIGHTS, BY VENDOR.
- 3 PRE-FAB LADDER ARCH WITH PURPLE LED LIGHTS, BY VENDOR.
- 4 PAINTED ALUMINUM TUBE SYSTEM WITH INTEGRATED LED LIGHTING, BY VENDOR.
- 5 DECORATIVE WALL SCONCE LIGHT FIXTURE.
- 6 ALUMINUM ROOF ACCESS LADDER AND DOOR. (DO NOT PAINT.)

EXHIBIT H

EXTERIOR ELEVATION KEY NOTES

EXHIBIT H



ENDEAVOR
SEATS / 2,860 S.F.

[illegible]

TACO BELL - LAKEVILLE, MN





Perspective 1

09.17.2025



Perspective 2

09.17.2025



Perspective 3

09.17.2025



Perspective 4

09.17.2025



Date: 10/20/2025

Accepting a Donation from State Farm for Fire Prevention Material

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution to accept a donation from State Farm Lakeville Office - Pete Peterson to the Lakeville Fire Department valued at \$217.00

Overview

Lakeville Fire Department was presented a donation of fire prevention materials from State Farm Office of Pete Peterson valued at \$217.00. The material will be used for fire prevention education.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Safety Throughout the Community Report Completed by: Michael Meyer, Fire Chief
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CITY OF LAKEVILLE

RESOLUTION NO. _____

**ACCEPTING A DONATION FROM STATE FARM FOR FIRE PREVENTION
MATERIAL**

**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 State Farm Office valued at \$217.00; and

WHEREAS, the donation is beneficial to the fire department.

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

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

ADOPTED by the Lakeville City Council this 20th day of October 2025

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk