



AGENDA CITY COUNCIL MEETING

November 17, 2025 - 6:00 PM

City Hall Council Chambers

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

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

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Business Spotlight Video - Sweet Harvest Foods
 - b. Fire Department Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 11/03/2025 City Council Meeting
 - c. Minutes of the 10/27/2025 City Council Work Session
 - d. Accepting a Donation from the Lakeville Public Safety Foundation
 - e. Second Amendment to Lakeville Arenas Use Agreement/Heritage Figure Skating Club
 - f. Paid Family Medical Leave Policy
 - g. Water Meter Purchase from Ferguson Waterworks
 - h. First Amendment to the Kenwood Hills 3rd Addition Development Contract and Planned Unit Development Agreement
 - i. Contract for Water Treatment Plant Filter Media Replacement
 - j. Ordinance Amending Title 8 Chapter 4 of the Lakeville City Code regarding Fire Protection System Electronic Report Requirements
 - k. Conditional Use Permit for 16415 Klamath Trail

City Council Meeting Agenda
November 17, 2025

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- l. Fiber IRU between Lakeville and Dakota County
 - m. Muslim American Society of Minnesota Conditional Use Permit
 - n. Contract for Rehabilitation of Well No. 6.
 - o. Approval of Outdoor Amplified Music for Lakeville Hockey Association Fundraiser at Hasse Ice Arena
 - p. Marketplace At Cedar Amended Final Plat and Agreements
- 7. Action Items
 - a. Public Hearing to Reassess Canceled Special Assessments for Removal of a Hazardous Building
- 8. Unfinished Business
- 9. New Business
- 10. Announcements
 - a. Next Work Session Meeting November 24, 2025
 - b. Next City Council Meeting December 1, 2025
- 11. Adjourn



Date: 11/17/2025

Fire Department Quarterly Report

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Report Completed by:
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Date: 11/17/2025

Check Register Summary

Proposed Action

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

Overview

Checks	327730-	\$1,946,215.40
	327864	
ACH/EFT	23179-	\$3,132,651.55
	23319	
Total		\$5,078,866.95

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. 11.04.25 CKSUM-Checks
2. 11.04.25 CKSUM-ACH-EFT
3. Check Register 11.04.25 for November 17, 2025 Council Mtg - Checks
4. Check Register 11.04.25 for November 17, 2025 Council Mtg - ACH-EFT

Financial Impact: \$5,078,866.95 Budgeted: No Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Cheri Donovan, Assistant Finance Director
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CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	85,949.88
2000 COMMUNICATIONS FUND	79.94
3125 2025A FIRST CENTER	1,958.00
4000 BUILDING FUND	791,757.93
4100 EQUIPMENT FUND	1,547.14
4125 TECHNOLOGY FUND	39,953.70
4720 2024A PARK BONDS	27,604.00
5200 STATE AID CONSTRUCTION FUND	1,732.84
5500 WATER TRUNK FUND	6,877.50
7450 ENVIRONMENTAL RESOURCES FUND	1,254.23
7575 STREET LIGHTING FUND	117,694.86
7600 WATER FUND	21,525.01
7700 SEWER FUND	473,459.25
7800 LIQUOR FUND	179,960.94
7900 MUNICIPAL RESERVES FUND	1,620.23
8000 ESCROW FUND	192,523.00
9800 PAYROLL CLEARING FUND	716.95
Report Total:	1,946,215.40

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	191,057.12
2000 COMMUNICATIONS FUND	1,110.00
2280 DOWNTOWN SPECIAL SERVICES DIST	180.00
4000 BUILDING FUND	15,654.16
4125 TECHNOLOGY FUND	7,592.90
4161 ARENAS CAPITAL IMPROVEMENTS	28,048.44
4200 PARK DEDICATION FUND	1,295.00
4500 PARK IMPROVEMENT FUND	669.06
4710 2023A PARK BONDS	1,096.00
4720 2024A PARK BONDS	36,580.11
5200 STATE AID CONSTRUCTION FUND	1,453,484.41
5300 PAVEMENT MANAGEMENT FUND	327,122.41
5500 WATER TRUNK FUND	8,052.00
6611 2026 STREET PROJECTS	28,545.00
7450 ENVIRONMENTAL RESOURCES FUND	24,990.36
7600 WATER FUND	24,117.27
7700 SEWER FUND	19,975.13
7800 LIQUOR FUND	391,293.38
8000 ESCROW FUND	2,663.00
8970 LAKEVILLE ARENAS - OPERATIONS	11.00
9800 PAYROLL CLEARING FUND	569,114.80
Report Total:	3,132,651.55



MINUTES CITY COUNCIL MEETING

**November 3, 2025 - 6:00 PM
City Hall Council Chambers**

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

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

2. Roll Call

Members Present: Mayor Hellier, Council Members Bermel, Lee, Volk, Wolter

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

3. Citizen Comments

None

4. Additional agenda information

None

5. Presentations/Introductions

a. Police Department Quarterly Report

Police Chief Brad Paulson provided the Police Department Quarterly Report.

6. Consent Agenda

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

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

- a. Check Register Summary
- b. Minutes of the 10/20/2025 City Council Meeting
- c. Resolution Approving Feasibility Report and Calling a Public Hearing for the 2026 Miscellaneous Improvements Project
- d. Resolution Approving Municipal State-Aid Street System Revisions
- e. Approve Audit Services for Fiscal Years 2025-2027
- f. Encroachment Agreement with SBF Commercial Holdings for Private Improvements in Public Easements
- g. Accepting Donation to the Fire Department from the McCoy Family
- h. Proposal from WSB for Lake Marion Greenway Trail Legislative-Citizen Commission on Minnesota Resources (LCCMR) Grant Administration Services

- i. Call Public Hearing to Reassess Canceled Special Assessments for Removal of a Hazardous Building
- j. Release of Development Contract for Muller Family Theatre Second Addition
- k. 2026 LELS Lieutenants Labor Agreement
- l. 2025-2026 City of Lakeville Hunting Map
- m. Amended and Restated Joint Powers Agreement with ISD #194
- n. Conditional Use Permit for a Car Wash
- o. Resolution of Support for Draft 2026-2030 Dakota County Capital Improvement Program
- p. Professional Services Contract for Central Maintenance Facility Masterplan
- q. Conditional Use Permit for 18275 Ixonia Avenue

7. Action Items

a. Public Hearing - Imposing a Service Charge for Special Service District No.1 for Taxes Payable 2026

Finance Director Julie Stahl reported that Special Service District No. 1 was established by Ordinance 631 in 1998 and is governed by Minnesota Statutes §428A. The Special Service District Advisory Board has requested that City Council consider the 2026 special service charge and approve the district budget for July 1, 2026- June 30, 2027.

The service charge is allocated to downtown properties based on net tax capacity. The Advisory Board recommended that the service charge payable in 2026 remain at zero; therefore, the minimum charge of \$100 is not applicable for 2026, although the maximum charge remains \$6,000 per property.

State law requires a public hearing each year, with notice mailed to all affected business organizations. Following the public hearing and adoption of the resolution, the certified charges will be submitted to Dakota County for collection with taxes payable in 2026.

Mayor Hellier opened the public hearing at 6:19 P.M.

There were no comments from the public.

Motion was made by Volk, seconded by Lee, to close the public hearing at 6:20 P.M. Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Motion was made by Bermel, seconded by Wolter, to approve the Resolution Imposing a Service Charge for Special Service District No.1 for Taxes Payable 2026.

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

8. Unfinished Business

None

9. New Business

None

10. Announcements

- a. Next City Council Meeting November 17, 2025**
- b. Next Work Session November 24, 2025**

11. Adjourn

Motion was made by Wolter, seconded by Volk, to adjourn at 6:25 p.m.

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



MINUTES CITY COUNCIL WORK SESSION

October 27, 2025 - 6:00 PM

Lakeville City Hall, Marion Conference Room

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

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

Members Present: Mayor Hellier, Council Members Bermel, Lee, and Wolter. Volk present via Microsoft Teams

Staff Present: Justin Miller, City Administrator; Julie Stahl, Finance Director; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; Taylor Snider, Assistant to the City Administrator; Michael Meyer, Fire Chief; Susan Johnson, Recreation Manager

2. Citizen Comments

None

3. Discussion Items

a. Pan-O-Prog Update

Paul Kaus and Tom Knutson from Pan-O-Prog de-briefed the council on the 2025 Pan-O-Prog event. They discussed what they changed for this year and how that went for the event this past Summer. New events for 2026 and other exciting updates were also presented as they prepare for the annual event this summer. Safety and security were emphasized as the event continues to grow. Partnering with the Lakeville Police Department will help them implement new security policies to keep the event safe and secure for the future.

b. New Fire Station Design Update

Chief Meyer and Assistant Administrator Kuennen, along with Brooke Jacobson and Quinn Hudson of CNH architects, provided updated fire station plans using feedback they received from the September City Council Work Session. They discussed each change and the estimated cost savings that each change would have on the total project. Council provided feedback on the updated plans and discussed the next steps to move the project along.

c. Amended and Restated Joint Powers Agreement with ISD #194

Parks and Recreation Director Joe Masiarchin and Recreation Manager Susan Johnson discussed the amended and restated joint powers agreement with ISD #194. Council is supportive of the agreement moving forward.

d. 2026 Enterprise Fund Budgets & Utility Rates

Finance Director Julie Stahl presented to Council. She discussed the utility rate increases and why they will be necessary moving forward in 2026. Council was comfortable with the rate increase changes for 2026.

Stahl also presented the Liquor Department budget for 2026.

e. 2026 Proposed Fee Schedule

Stahl presented the 2026 fee schedule. The public hearing will be on December 1. She explained changes from the prior year and why they were made. Mayor Hellier inquired about the possibility of keeping resident rates flat and increasing non-resident rates for park rental spaces. Council asked staff to present rate comparisons from other similar facilities in the area.

f. 3rd Qtr 2025 Financial Report & Finance Department Update

Finance Director Stahl presented the 3rd quarter Financial Report to Council. The numbers are at or exceeding expectations. Stahl also updated the council on Finance Department operations year to date.

4. Items for Future Discussion

None

5. Committee/ City Administrator Updates

Councilmember Bermel: Attended the I-35W Solutions Alliance meeting. The construction projects are moving along, and the narrowed lanes should be expanded by winter.

Councilmember Lee: Fire Relief Board is working on a proposal regarding a three-year plan to increase the contribution to individual pension funds, vesting changes, and a State Aid share, which will help support the pensions of new full-time staff.

Councilmember Wolter: Personnel Committee reminds members to submit their City Administrator review.

6. Adjourn

Motion was made by Bermel, seconded by Wolter, to adjourn the meeting at 7:42 P.M. Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Heller, Mayor



Date: 11/17/2025

Accepting a Donation from the Lakeville Public Safety Foundation

Proposed Action

Staff recommends adoption of the following motion: Move to accept a donation of \$2,252.57 for our K9 Fund

Overview

The Lakeville Public Safety Foundation recently hosted a community fundraiser in support of the Lakeville Police Department's K9 Fund. Proceeds will help cover the cost of a new K9, training, specialized equipment, and other essential program needs.

Supporting Information

None

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Brad Paulson, Chief of Police
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CITY OF LAKEVILLE

RESOLUTION NO. _____

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

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

WHEREAS, the City of Lakeville's Police Department has received a donation of K9 Funds valued at \$2,252.57 from the Lakeville Public Safety Foundation; and

WHEREAS, the donation is beneficial to the police 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.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 11/17/2025

Second Amendment to Lakeville Arenas Use Agreement/Heritage Figure Skating Club

Proposed Action

Staff recommends adoption of the following motion: Move to Approve Second Amendment to Lakeville Arenas Use Agreement with Heritage Figure Skating Club

Overview

The City of Lakeville, Lakeville Arenas, and ISD 194 entered into an agreement with Heritage Figure Skating Club (HFSC) in 2019. That agreement called for annual contributions from HFSC in the amount of \$11,500. In return, HFSC received access to 180 hours of indoor ice time and 26 hours of outdoor ice time.

Due to declining membership, HFSC no longer needs as many hours, and has asked for a revision to their agreement. The attached amendment cuts their required contribution in half (\$5,750 annually) as well as the number of ice hours. Arenas staff supports this and is confident the rental of the newly available ice time will cover the reduction in annual contributions from HFSC.

HFSC has approved the amendment, and the City, Lakeville Arenas, and ISD 194 need to approve as well.

Supporting Information

1. HFSC second amendment

Financial Impact: \$ **Budgeted:** No **Source:**

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

Report Completed by: Justin Miller, City Administrator

**SECOND AMENDMENT
TO
LAKEVILLE ARENAS USE AGREEMENT**

THIS SECOND AMENDMENT TO LAKEVILLE ARENAS USE AGREEMENT (“Second Amendment”) dated as of _____, 2025, (“Agreement”) by, between and among the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (the “City”), **LAKEVILLE ARENAS**, a Minnesota Joint Powers Entity, (“Lakeville Arenas”) and the **HERITAGE FIGURE SKATING CLUB**, a Minnesota non-profit corporation (the “Heritage”).

RECITALS

A. The City, Lakeville Arenas and Heritage entered into a Lakeville Arenas Use Agreement dated March 18, 2019 (“Original Agreement”) and a First Amendment to the Original Agreement on August 15, 2022 (“First Amendment”) (collectively, the “Agreement”) to provide financing for Heritage’s use of the ice rinks and the associated facilities and for a capital improvement fund for the Arenas, as further defined in the Agreement;

B. A parties desire to amend the Agreement to reduce Heritage’s payment obligations and authorized number of ice hours allocated to Heritage.

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

1. AMENDMENT TO SECTION 5.1 OF THE AGREEMENT. Subsection (a) of Section 5.1 of the Agreement is amended to read as follows:

(a) Heritage shall pay to the City on January 25 and July 25 of 2022 and 2023 (or the next Business Day thereafter if the 25th is not a Business Day), the sum of \$5,000 (“Heritage Payments”), for a total annual amount of \$10,000. Beginning in 2024, Heritage shall pay to the City, on each January 25 and July 25 (or the next Business Day thereafter if the 25th is not a Business Day), the sum of \$5,750 (“Heritage Payments”), for a total annual amount of \$11,500. Beginning in 2026, Heritage shall pay to the City, on each January 25 and July 25 (or the next business day thereafter if the 25th is not a business day), the sum of \$2,875, for a total annual amount of \$5,750. The first \$2,875 payment will be paid on January 25, 2026 and the last payment will be paid on July 25, 2043.

2. AMENDMENT TO SECTION 6.2 OF THE AGREEMENT. Section 6.2 of the Agreement is amended to read as follows:

Section 6.2. Heritage will be provided access to 90 hours of ice time per season pursuant to the City of Lakeville’s Lakeville Arenas Facility Use Policy, dated August 2022. Heritage shall allowed a maximum ice time of two hours of weeknight (Monday through Friday) per week during the prime winter season (November through February).

3. **FULL FORCE AND EFFECT.** Except as provided herein, all terms and provisions of the Agreement shall remain in full force and effect.

(the remainder of this page intentionally left blank)
(signature pages to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first written above, in multiple counterparts, each of which shall be deemed an original and all of which shall evidence but one agreement.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

By: _____
Ann Orlofsky, City Clerk

LAKEVILLE ARENAS

By: _____,
_____, Its Chair

CONSENT TO CONTRACT

Pursuant to the terms of the Revised and Restated Joint Powers Agreement for Lakeville Arenas between the City of Lakeville ("City") and Independent School District No. 194 ("District") dated July 17, 2006, the District hereby consents to the Second Amendment to Gaming Revenue Agreement between the City, Lakeville Arenas and the Heritage Figure Skating Club for the ten year term commencing August 15, 2025.

Dated this _____ day of _____, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 194

By: _____
_____, School Board Chair

And: _____
_____, School Board Clerk

HERITAGE FIGURE SKATING CLUB

By: Deirdre Hodgson
[Signature], Its President



Date: 11/17/2025

Paid Family Medical Leave Policy

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Paid Family Medical Leave Policy.

Overview

Effective January 1, 2026, the state of Minnesota requires that all employers with more than one employee begin offering a Paid Leave Benefit for medical and/or family care purposes. While many employers may choose to go through the state's plan, employers are allowed to select a private plan carrier and notify the state that they are offering a plan equivalent to the benefits that the state plan provides. The city of Lakeville has selected a private carrier (Aris), for the administration of paid leave benefits and has submitted the appropriate plan documentation to the state as required to offer an equivalent plan option.

The city and its employees will each pay a premium (collected via payroll deduction), each pay period to fund the new paid leave benefit as permitted by state law. The city will pay 50% and employees will pay the other 50% of the .83% premium. This equates to .415% of what the employer and employee will pay for the 2026 plan year. Note — this premium percentage is lower than the state's premium of .88% total.

Beginning in January 2026, eligible employees may begin to be approved and receive paid leave benefits. There are two areas of paid leave: medical leave (to care for yourself regarding a serious health condition), or family leave (to care for or bond with a family member). Employees will need to give notice to the city prior to applying with the third-party vendor (Aris). When applying for paid leave benefits, employees will be required to provide physician documentation requiring the need for leave.

Once employees are approved for paid leave benefits, they are paid directly from the third-party administrator. The amount of paid leave benefits will depend on their average weekly earnings and will vary for each person. Employees will have the option to supplement (or top-off) with their city leave accruals, provided that it does not cause them to earn more than 100% of what they would typically earn in a week.

Supporting Information

1. Final Paid Family Medical Leave Policy

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

Policy 6.60

1) POLICY OVERVIEW

The city provides time off to eligible employees who qualify for Minnesota's Paid Family Medical Leave (PFML) benefits under Minnesota law. The city of Lakeville will participate in this paid leave program. The premium cost will be split between the city and employee as follows: The city of Lakeville will pay 50% of the required premium and employees will pay 50% of the premium cost through payroll deductions beginning on January 1, 2026.

2) ELIGIBILITY

Eligibility determinations for PFML benefits are established by the State of Minnesota. Generally, to be eligible for PFML, you must:

- Work at least 50% of the time from a location in Minnesota, including employees who work from home or spend time in other states occasionally.
- Meet the financial eligibility requirements by having earned over a specific amount of wages as defined under Minnesota law at the time of your requested leave.

3) BENEFIT AMOUNT

An employee's weekly PFML benefits are calculated and determined in accordance with Minnesota state statute and requirements. The city has selected a state-approved private insurance plan to administer the PFML program.

4) LEAVE ENTITLEMENT AND USAGE

Employees may qualify for leave in accordance with state statute:

- Up to 12 weeks of medical leave (for yourself) to take care of yourself for a serious health condition, including pregnancy, childbirth, recovery, or surgery.
- Up to 12 weeks of family leave to:
 - Bond with a child through birth, adoption, or foster placement
 - Care for a family member with a serious health condition
 - Support a military family member called to active duty
 - Receive covered types of care for yourself or a family member because of domestic abuse, sexual assault, or stalking.

You can take both types of leave in the same year, but you cannot exceed 20 weeks total within a single benefit year. For example, an employee may be entitled to 12 weeks of family leave to bond with a child and another 8 weeks of medical leave for their serious health condition. Your benefit year starts the first day you take paid leave. There is no waiting period for PFML if you are granted the benefit.

5) INTERMITTENT LEAVE

Employees may apply for intermittent leave in most cases, provided the leave is reasonable and appropriate to the needs of the individual requiring care.

a) Eligibility

In addition to the other eligibility requirements under Minnesota law, employees seeking intermittent leave must have at least eight hours of accumulated leave (unless more than 30 days have lapsed since taking the initial leave).

b) Notice

In situation where employees seek PFML benefits on an intermittent basis, employees must make a reasonable effort to provide written notice to the Human Resources department of the need for intermittent leave *before* applying for PFML benefits through the vendor. As part of the notice, employees must provide the city with the following: 1) proposed intermittent leave schedule; and 2) a completed certification from a health care provider identifying the leave as necessary and a reasonable estimate of the frequency and duration and treatment schedule for the leave.

c) Increments of Leave & Maximum Number of Hours

Consistent with other forms of leave provided by the city, employees may take intermittent leave in increments of not less than a quarter of an hour. If eligible for intermittent leave, the city allows a maximum of 480 hours of intermittent leave in any 12-month period. After reaching the maximum amount of allowed intermittent leave, employees may request continuous PFML provided the continuous leave does not exceed the maximum amount of leave allowed by law.

6) Definitions

A family member includes:

- Spouse or partner
- Child (including biological, adopted, step, or foster children, or a child you raise even if you are not legally related)
- Parent or person who raised you
- Sibling
- Grandchild or grandparent
- In-laws (including son, daughter, father, or mother)
- Anyone close to you who depends on you like family, even if not related by blood

A serious health condition means a physical or mental illness, injury, impairment, condition, or substance use disorder. Taking care of yourself for this serious condition may involve evaluation, treatment, inpatient care, recovery, or not being able to perform regular work, attend school, or do regular activities. This includes childbirth, conditions related to pregnancy, or surgery.

7) Notice

Prior to starting a claim, employees should reach out to the Human Resources department and their direct manager/supervisor to notify of the intention to take leave. If the need is foreseeable, we ask that you provide at least two-weeks notice prior to taking leave. If the leave is not foreseeable you will still be able to take leave and should provide as much notice as possible.

8) Claim Submission and Completion

After your leave has been discussed internally, you may apply for PFML through our third-party administrator.

9) Interaction with Other Laws and Benefits

PFML will run concurrently with any leave and/or wage supplement for which you may be eligible for under local, state or federal law which may include: Family and Medical Leave Act (FMLA) and/or Minnesota's Pregnancy and Parenting leave.

10) Supplementing PFML Benefits with Accrued Paid Leave

If you are approved to receive PFML benefits, the city allows you to supplement, or "top off", your PFML benefits with any accrued but unused paid leave. If you choose to supplement your PFML

benefits in this way, the combined weekly sum of PFML benefits and city-provided paid leave benefits cannot exceed your Individual Average Weekly Wage (IAWW). For more information, contact the Human Resources department.

11) Impact on Benefits While on Paid Leave

While on an approved leave, the city will continue to provide group insurance coverage as if the employee was not on leave. If supplemental payments (if chosen) are not adequate to cover benefit elections, employees will be responsible for their share of the premium cost and should discuss their options with the Human Resources department.

The city will comply with PERA regulations regarding eligibility of wages and service credit. Use of approved PFML will not constitute a break in service for purposes of computing years of service.

12) Reinstatement

Upon return from covered PFML, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit, and seniority credit as of the date of leave as long as you have worked for the city for a minimum of 90 calendar days.

Upon return to work, if it becomes evident that the employee is unable to perform the key essential functions of their position (with or without reasonable accommodation), the city may engage in an interactive process, consistent with the Americans with Disability Act (ADA) and/or Minnesota Human Rights Act (MHRA) and other applicable workplace policies, including workplace safety protocols, to determine appropriate next steps.

13) Retaliation

The city will not interfere or retaliate against employees who request or take leave in accordance with the Minnesota Paid Leave Law.



Date: 11/17/2025

Water Meter Purchase from Ferguson Waterworks

Proposed Action

Staff recommends adoption of the following motion: Move to approve the purchase of water meters from Ferguson Waterworks.

Overview

The City provides metered water service to residential, commercial, and industrial customers connected to the municipal water system. This purchase is for water meters scheduled for replacement of meters that have reached the end of their service life.

The Utilities Division requested a quote from Ferguson Waterworks for meters compatible with the City's fixed-base meter reading system. Ferguson Waterworks is the sole local supplier of the Neptune meters currently used by the City. Staff recommends approval of this purchase.

Supporting Information

1. Ferguson Meter Quote

Financial Impact: \$62,500.00 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Shane Quade, Utilities Superintendent



FERGUSON WATERWORKS #2518
1694 91ST AVE NE
BLAINE, MN 55449-4311

Phone: 763-560-5200
Fax: 763-560-1799

Deliver To:
From: Brian Rollins
brian.rollins@ferguson.com
Comments:

17:36:24 NOV 05 2025

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FERGUSON WATERWORKS #2518

Price Quotation

Phone: 763-560-5200

Fax: 763-560-1799

Bid No: B180167
Bid Date: 11/05/25
Quoted By: BRR

Cust Phone: 952-985-4400
Terms: NET 10TH PROX

Customer: CITY OF LAKEVILLE
18400 IPAVA AVE W
ATTN: ACCOUNTS PAYABLE
20195 HOLYOKE AVE
LAKEVILLE, MN 55044

Ship To: CITY OF LAKEVILLE
18400 IPAVA AVE W
ATTN: ACCOUNTS PAYABLE
20195 HOLYOKE AVE
LAKEVILLE, MN 55044

Cust PO#: 3/4" METERS

Job Name: METER ACCOUNT

Item	Description	Quantity	Net Price	UM	Total
NED2D11RPEG21	LF 3/4 SL T10 MTR P/C USG NO REC *X	250	250.000	EA	62500.00

Net Total: \$62500.00
Tax: \$0.00
Freight: \$0.00
Total: \$62500.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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<https://survey.medallia.com/?bidsorder&fc=2518&on=24675>



Date: 11/17/2025

**First Amendment to the Kenwood Hills 3rd Addition
Development Contract and Planned Unit Development Agreement**

Proposed Action

Staff recommends adoption of the following motion: Move to approve the First Amendment to the Kenwood Hills 3rd Addition Development Contract and Planned Unit Development Agreement.

Overview

The City Council approved the final plat of Kenwood Hills 3rd Addition on December 3, 2018. The First Amendment to the Kenwood Hills 3rd Addition Development Contract and Planned Unit Development Agreement modifies the terms of the original Development Contract to secure the completion of corrective work relating to the developer-installed public improvements. Specifically, the developer will complete the required sidewalk and curb/gutter repairs after which the City will release the letter of credit. In addition, the developer will pay the City \$2,000 for the remaining slope stabilization and restoration required within Outlots A and B. The City will complete the slope stabilization and restoration work.

Supporting Information

1. First Amendment to Kenwood Hills 3rd Addition Development Contract and Planned Unit Development Agmt (#237674)
2. Kenwood Hills 3rd Addition Development Contract and Planned Unit Development Agmt (#801006)

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

(reserved for recording information)

**FIRST AMENDMENT
TO
DEVELOPMENT CONTRACT
AND PLANNED UNIT DEVELOPMENT AGREEMENT**
(Developer Installed Improvements)

KENWOOD HILLS 3RD ADDITION

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **HUNT MANAGEMENT, LLC**, a Minnesota limited liability company, dba **QUADRIGA VENTURES** a Minnesota limited liability company (the “Developer”).

RECITALS

A. The City and Developer’s predecessor in interest, Kenwood Hills, L.L.C., a Minnesota limited liability company, previously entered into a Development Contract dated December 3, 2018 and recorded in the Office of the County Recorder, Dakota County, Minnesota on January 2, 2019 as Document No. **801006** for the property to be platted as Kenwood Hills 3rd Addition, Dakota County, Minnesota (“Development Contract”).

B. City and Developer desire to modify the terms of the Development Contract to address completion of certain punch-list items in order to fully reduce the letter of credit held by the City for the development.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

2. SIDEWALK AND CURB REPAIRS. Developer will complete the sidewalk and curb repairs identified in Exhibit A attached hereto. Upon city approval of the sidewalk and curb repairs, the City will release any maintenance bond or letter of credit held by the City.

3. SLOPE STABILIZATION. Upon execution of this Contract, Developer shall pay to the City \$2,000.00 for the remaining slope stabilization work to be completed within Outlots A and B of the Plat. The City will be responsible for completing the slope stabilization work within Outlots A and B.

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

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

CITY OF LAKEVILLE

(SEAL)

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

KENWOOD HILLS 3RD FINAL GRADING PLAN LAKEVILLE, MINNESOTA

LEGEND

SYMBOL	DESCRIPTION
[Symbol]	EASEMENT
[Symbol]	WETLAND
[Symbol]	UTILITY
[Symbol]	CLUBHOUSE
[Symbol]	TRAIL
[Symbol]	WETLAND DETAIL
[Symbol]	SEEDING PLAN
[Symbol]	LANDSCAPE PLAN

SHEET INDEX

SHEET NO.	TITLE
01	COVER SHEET
02	LEGEND
03	GRADING PLAN
04	EROSION CONTROL PLAN
05	WETLAND DETAIL
06	WETLAND DETAIL
07-09	GRADING DETAILS
10	SEEDING PLAN
11-12	LANDSCAPE PLAN

NOTES

1. ALL GRADING SHALL BE IN ACCORDANCE WITH THE MINNESOTA GRADING ACT.
2. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
3. ALL WETLANDS SHALL BE PROTECTED AND RESTORED TO ORIGINAL OR BETTER CONDITION.
4. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
5. ALL GRADING SHALL BE COMPLETED BY THE SPECIFIED DATE.

PROJECT INFORMATION

PROJECT: KENWOOD HILLS 3RD
LOCATION: LAKEVILLE, MINNESOTA
OWNER: [Name]
DESIGNER: [Firm Name]
DATE: [Date]

APPROVALS

DESIGNED BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

REVISIONS

NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR CONSTRUCTION

COVER SHEET

PROJECT: KENWOOD HILLS 3RD
SHEET: 01 OF 12
DATE: [Date]

Chairs pt. 120320

Receipt:# 587786

3286847

DEV \$46.00

Return to:
CUSTOM HOME BUILDERS
TITLE
10850 OLD COUNTY RD 15
PLYMOUTH MN 55441



Recorded on: 1/2/2019 8:52 AM

By: KMP, Deputy

Office of the County Recorder
Dakota County, Minnesota
Amy A. Koethe, County Recorder

Receipt:# 587786

DEV \$46.00
MEM \$20.00

Return to:
CUSTOM HOME BUILDERS
TITLE
10850 OLD COUNTY RD 15
PLYMOUTH MN 55441

801006



Recorded on: 1/2/2019 8:52 AM

By: KMP, Deputy

Cert # 120320 167341

Office of the Registrar of Titles
Dakota County, Minnesota
Amy A. Koethe, Registrar of Titles

(reserved for recording information)

**DEVELOPMENT CONTRACT
AND PLANNED UNIT DEVELOPMENT AGREEMENT**
(Developer Installed Improvements)

KENWOOD HILLS 3RD ADDITION

CONTRACT dated December 3, 2018, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **KENWOOD HILLS, .L.L.C.**, a Minnesota limited liability company (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for **Kenwood Hills 3rd 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 on Exhibit "A" attached hereto and made a part hereof.

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 100 days after the City Council approves the final plat.

3. RIGHT TO PROCEED. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been approved by the City Engineer following approval of a preliminary plat by the City Council, construct sewer lines, water lines,

streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the necessary insurance for the Developer and its construction contractors has been received by the City, and 4) the plat has been filed with the Dakota County Recorder or Registrar of Titles' office.

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

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

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

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, B, C, and F the plans may be prepared, subject to the City Engineer's approval, after entering the Contract, but before

commencement of any work in the plat. The City Engineer may approve minor amendments to Plan B without City Council approval. The erosion control plan may also be approved by the Dakota County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A - Plat

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

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

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. Within thirty (30) days after the completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and an electronic file of the "as constructed" plans in an AutoCAD .DWG file or a .DXF file, all prepared in accordance with City standards.

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

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

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

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

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

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2019, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

14. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City or Dakota County Soil and

Water Conservation District. The City or Dakota County Soil and Water Conservation District 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 or the Dakota County Soil and Water Conservation District, 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.

15. GRADING. The plat shall be graded in accordance with the approved grading and erosion control plan, Plan "B". The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits (except 2 model home permits on lots acceptable to the Building Official), the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of storm water treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations and house pads, and all other items listed in City Code Section 10-3-5.NN. The City will withhold issuance of building permits until the approved certified grading plan is on

file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Building Official for review prior to the issuance of building permits.

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

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 improvements lying within public easements shall become City property without further notice or action.

18. CITY ENGINEERING ADMINISTRATION AND 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 five percent (5%) of the estimated construction cost.

19. STORM SEWER. Development of Kenwood Hills 3rd Addition includes the construction of a public storm sewer system. The Developer shall install storm sewer to collect and convey stormwater runoff generated from the streets and open space within the development to the stormwater basin on Outlot B.

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

Gross Area of Kenwood Hills 3 rd Addition		471,004 s.f.
Less Area of Outlot A (Wetland and Buffers)	(-)	69,548 s.f.
Less Area of Outlot B (Stormwater Management Basin)	(-)	117,033 s.f.
Less Area of Outlot C (Retained by Developer)	(-)	23,042 s.f.
Less Area of Kenwood Trail (CSAH 50) Right-of-Way	(-)	94,283 s.f.
Total	=	167,098 s.f.

167,098 s.f.	x \$0.178/s.f.	= \$29,743.44
Net Area of Kenwood Hills 3 rd Addition	Single Family Area Charge	Total Trunk Storm Sewer Area Charge

The City will convey property to Developer for the extension of Jurel Way in lieu of credits to the storm sewer area charge for the conveyance of Outlots A and B.

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

20. SANITARY SEWER. Kenwood Hills 3rd Addition is located within subdistrict OL-56110 of the Orchard Lake sanitary sewer district. Wastewater will be conveyed via existing public sanitary sewer to the MCES Lakeville/Farmington Interceptor and continue to the Empire Wastewater Treatment Facility. The existing City-owned downstream facilities have sufficient capacity to serve the residential development.

Development of Kenwood Hills 3rd Addition includes public sanitary sewer construction. The Developer shall extend 8-inch sanitary sewer within the subdivision from existing sanitary sewer within Jurel Way and existing sanitary sewer within Kenwood Trail. The Sanitary Sewer Availability Charge was previously assessed to the parent parcel and has been paid.

In 1999, an assessment was paid for the sanitary sewer service and 100-feet of the sanitary sewer within the Kenwood Trail right-of-way adjacent to Kenwood Hills 3rd Addition. The Lateral Sanitary Sewer Access Charge is due for the portion of 8-inch sanitary sewer within Kenwood Trail right-of-way adjacent to the development less 100-feet that was previously assessed and shall be paid by the Developer upon final plat approval. The Lateral Sanitary Sewer Access Charge will be calculated as follows:

616.00	x \$41.50/Front Foot	= \$25,564
Front Footage along	Lateral Sanitary Sewer Access Charge	Total
Kenwood Trail		

21. WATERMAIN. Development of Kenwood Hills 3rd Addition includes public watermain construction. The Developer shall extend 12-inch watermain within the subdivision from an existing stub within Jurel Way, consistent with the City's Water Plan. The Developer shall extend the watermain to the existing distribution within Kenwood Trail to provide a looped system.

In 1999, an assessment was paid for the watermain service and 100-feet of the watermain within the Kenwood Trail right-of-way adjacent to Kenwood Hills 3rd Addition. The Lateral Watermain Access Charge is due for the portion of 20-inch watermain within Kenwood Trail right-of-way adjacent to the development less 100-feet that was previously assessed and shall be paid by the Developer upon final plat approval. The Lateral Watermain Access Charge will be calculated as follows:

882.19	x \$41.00/Front Foot	= \$36,169.79
Front Footage along Kenwood Trail	Lateral Watermain Access Charge	Total

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

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction for Kenwood Hills 3rd Addition shall be from a single rock construction entrance on Kenwood Trail at Jurel Way.

23. PARKS TRAILS AND SIDEWALKS. Development of Kenwood Hills 3rd Addition includes the construction of a public sidewalk. The Developer shall construct a 5-foot wide concrete sidewalk along the north side of Jurel Way.

The Park Dedication Fee has not been collected on the parent parcels and will be satisfied through a cash contribution that shall be paid by the Developer with the final plat, calculated as follows.

15 lots	x \$4,090.00/unit	= \$61,350.00
Total Lots in Kenwood Hills 3 rd Addition	Low Density Park Dedication Rate	Total

24. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee for traffic control signs with Kenwood Hills 3rd Addition. Street signing consists of one (1) speed limit sign with ordinance at \$300.00 each, for a total of \$300.00. If the street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each street sign location.

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

15 units	x \$8.85/unit/qtr.	x 4 qtrs.	= \$531.00
Dwelling Units	Streetlight Operating Fee		Total

25. ENVIRONMENTAL RESOURCES EXPENSES. The Developer shall pay to the City \$625.20 in payment of the first year environmental resources expenses for the subdivision. The fee was calculated as follows:

15 units	x \$10.42/unit/qtr.	x 4 qtrs.	= \$625.20
Dwelling Units	Environmental Resources Fee		Total

26. LANDSCAPING. Landscaping shall be installed by the Developer in accordance with the approved landscape plan. The Developer shall post a security in the amount of \$38,400.00 at the time of final plat approval to ensure that landscaping is installed in accordance with the approved plan.

The minimum deciduous tree size shall be two and one-half (2½) inches caliper, balled and burlapped. Evergreen trees must be at least eight feet (8') tall. The trees may not be planted in the right-of-way. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City. All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed.

27. BUFFER YARD BERM/LANDSCAPE SCREEN. A buffer yard containing earth berms and/or plantings of a sufficient density to provide a visual screen and reasonable buffer a minimum of ten feet in height shall be provided by the Developer adjacent to Kenwood Trail consistent with the approved landscape plan. A certified as-built grading plan of the buffer yard berm must be submitted by the Developer and approved by City staff prior to the installation of any buffer yard plantings.

28. RETAINING WALLS. The Developer shall construct retaining walls to facilitate the proposed grading with development of Kenwood Hills 3rd Addition. The retaining walls shall be privately owned and maintained by the Developer and must be located outside of City property and right-of-way.

29. TREE PRESERVATION. A tree preservation plan was submitted for the site identifying the trees that will be removed for the construction of the project. Any trees that are removed outside of the construction limits will require a 2:1 replacement.

Development of Kenwood Hills 3rd Addition includes removal of significant trees on City property outside of the plat boundary. The tree removal is necessary for stormwater conveyance and lot grading for the subdivision. The Developer shall replace the trees removed on the City property at a 2:1 ratio. The tree species and locations will be determined by City staff prior to City Council consideration of the final plat, subject to a right of entry to the City property for the work, in a form approved by the City. The developer is responsible for the restoration and establishment of the trees and native vegetation within Outlots A and B.

30. WETLANDS. The wetland delineation for this site was completed by Midwest Natural Resources. The site was reviewed in the field by City staff. The delineated boundaries as presented in the wetland delineation report dated October 10, 2017 and May 11, 2018 are accurate and acceptable for use in implementing the Wetland Conservation Act. The current plan does not propose any impacts to wetlands. All wetlands and buffers will be placed in City owned outlots.

Natural Area signs will be used to delineate the City owned wetlands and wetland buffer areas from the lots and shall be installed by the Developer. Final locations of the Natural Area signs will be determined in the field prior to installation (13 sign locations).

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

- A. Implementation of the recommendations listed in the November 16, 2018 Planning and Engineering Report.
- B. Before the City signs the final plat, the Developer shall convey Outlots A and B to the City by warranty deed, free and clear of any and all encumbrances.
- C. The Developer shall remove the existing temporary cul-de-sac along Jurel Way and restore the easement area with the final plat improvements. The Developer shall receive a credit in the amount of \$2,000.00 to remove the existing temporary cul-de-sac along Jurel Way and restore the easement area, to be applied to the final plat cash fees.
- D. The Developer shall construct Jurel Way to provide a full access to Kenwood Trail.

- E. The Developer must complete all improvements as stipulated by Dakota County along Kenwood Trail.
- F. Development of the detached townhomes with commonly owned base lots will require establishment of a homeowners association to own and maintain Lot 10, Block 1, Lot 7, Block 2, and Outlot C. Documents establishing a homeowners association or expanding the existing Kenwood Hills homeowners association to include Kenwood Hills 3rd Addition must be submitted by the Developer with application for final plat approval. The HOA documents are subject to review and approval of the City Attorney.
- G. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$2,000.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 20 lots/outlots at \$100.00 per lot/outlots. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.
- H. The Developer shall pay a cash fee for the preparation of record construction drawings and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$1,800.00.
- I. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The estimated amount of this security is \$3,800.00 and consists of two (2) post-top street lights at \$1,200.00 each, and one (1) mast arm light at \$1,400.00.

J. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

K. The City will convey the property legally described in Exhibit "B" by Quit Claim Deed for the extension of Jurel Way from its current terminus within the initial Kenwood Hills Development to Kenwood Trail (CSAH 50), following administrative subdivision of the parcel to be conveyed.

32. 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, letter of credit or alternate security, in the form attached hereto, from a bank ("security") for \$551,047.93. If an alternate security is furnished, the Developer shall also furnish a letter of credit for twenty-five percent (25%) of the alternate security amount to cover any contract increases. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$65,251.00
B. Watermain	72,885.00
C. Storm Sewer	67,495.00
D. Street Construction	197,192.25
E. Erosion Control/Stormwater Basins, Restoration, Grading Certification	<u>50,000.00</u>
CONSTRUCTION SUB-TOTAL	\$452,823.25

OTHER COSTS:

A. Developer's Design (3.0%)	\$13,584.70
B. Developer's Construction Survey (2.5%)	11,320.58
C. City Legal Expenses (Est. 0.5%)	2,264.12
D. City Construction Observation (Est. 5.0%)	22,641.16
E. Developer's Record Drawings (0.5%)	2,264.12
F. Landscaping	38,400.00
G. Natural Area Signs	1,950.00
H. Street Lights	3,800.00
I. Lot Corners/Iron Monuments	<u>2,000.00</u>
OTHER COSTS SUB-TOTAL	\$98,224.68

TOTAL SECURITIES:**\$551,047.93**

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

33. 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	61,350.00
B. Lateral Sanitary Sewer Access Charge	25,564.00
C. Lateral Watermain Access Charge	36,169.79
D. Trunk Storm Sewer Area Charge	29,743.44
E. Traffic Control Signs	300.00
F. Street Light Operating Fee	531.00
G. Environmental Resources Fee	625.00
H. City Base Map Updating	1,800.00
I. City Engineering Administration (3% for letters of credit or 3.25% for alternate disbursement)	<u>13,584.70</u>

SUBTOTAL –CASH REQUIREMENTS **\$169,668.13**

CREDITS TO THE CASH REQUIREMENTS

Removal of Temporary Cul-de-sac (Escrow No.8392)	<u>2,000.00</u>
--	-----------------

SUBTOTAL - CREDITS TO THE CASH REQUIREMENTS	= <u>\$2,000.00</u>
--	----------------------------

TOTAL CASH REQUIREMENTS WITH THE FINAL PLAT	<u>\$167,668.13</u>
--	----------------------------

34. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by City Council. The one year warranty period on streets shall commence after the final wear course has been installed and accepted by the City Council. 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.

35. RESPONSIBILITY FOR COSTS.

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

("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

36. 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.

37. MISCELLANEOUS.

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

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

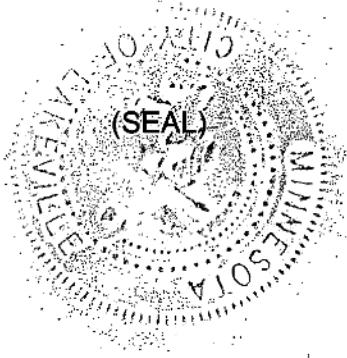
with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Contract shall be constructed before any other building permit 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.

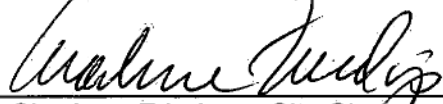
38. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 6035 Culligan Way, Minnetonka, MN 55345. Notices to the City shall be in writing and 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.

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

CITY OF LAKEVILLE

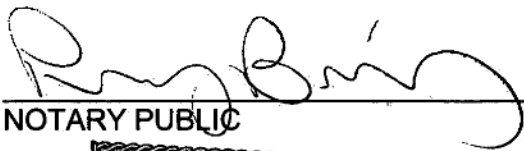


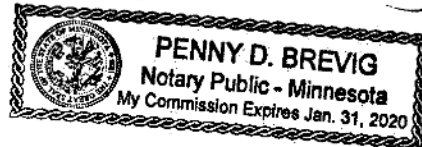
BY: 
Douglas P. Anderson, Mayor

AND 
Charlene Friedges, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 3rd day of December, 2018, by Douglas P. Anderson and by Charlene Friedges, 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

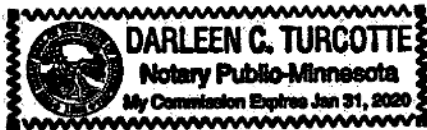


DEVELOPER:
KENWOOD HILLS, L.L.C.

BY: [Signature]
Its VICE PRESIDENT OF LAND DEVELOPMENT

STATE OF MINNESOTA)
HENNEPIN)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 28TH day of NOVEMBER, 2018, by TOM BARRITGES the VP - LAND DEVELOPMENT of Kenwood Hills, L.L.C., a Minnesota limited liability company, on behalf of said company.



[Signature]
NOTARY PUBLIC

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

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as

Parcel 1:

All that part of the East half of the Northeast Quarter of Section 13, Township 114, Range 21, Dakota County, Minnesota, described as follows, to-wit:

Commencing at the Northeast corner of said Section 13; thence West along the North line of said Section 1113 feet; thence South 478.55 feet; thence South 27 degrees East 515.9 feet to the point of beginning; thence from said point of beginning South 27 degrees East 539.1 feet; thence South 13 degrees 10 minutes East 321.2 feet; thence North 87 degrees 46 minutes East 484.15 feet to the center of S. A. R. No. 50; thence Northwesterly along the center line of said road 991 feet; thence South 73 degrees West 484.15 feet to the point of beginning, according to the United States Government Survey thereof.

Except SOUTHFORK VILLAGE 3RD ADDITION as recorded, said Dakota County.

Abstract Property.

Parcel 2:

That part of Outlot B, LAKEWAY PARK EAST CAMPUS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the most northerly corner of said Outlot B; thence on an assumed bearing of South 61 degrees 33 minutes 37 seconds West along the northwesterly line of said Outlot B, a distance of 113.39 feet; thence South 41 degrees 38 minutes 47 seconds East, a distance of 106.79 feet; thence southeasterly a distance of 186.93 feet along a tangential curve concave to the northeast, having a radius of 430.00 feet and a central angle of 24 degrees 54 minutes 26 seconds; thence South 03 degrees 54 minutes 32 seconds West, not tangent to said curve, a distance of 115.52 feet; thence South 81 degrees 50 minutes 59 seconds East, a distance of 51.23 feet to the northeast line of said Outlot B; thence North 13 degrees 18 minutes 53 seconds West along said northeast line, a distance of 85.12 feet; thence North 27 degrees 08 minutes 53 seconds West along said northeasterly line, a distance of 317.17 feet to the point of beginning.

Torrens Certificate No. 120320
Torrens Property.

Parcel 3:

Outlot A, Kenwood Hills 2nd Addition, according to the recorded plat thereof.

Torrens Certificate No. 167341.
Torrens Property.

EXHIBIT "B"
TO
DEVELOPMENT CONTRACT

Legal Description Of City Property To Be Conveyed To Developer

That part of Outlot B, LAKEWAY PARK EAST CAMPUS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the most northerly corner of said Outlot B; thence on an assumed bearing of South 61 degrees 33 minutes 37 seconds West along the northwesterly line of said Outlot B, a distance of 113.39 feet; thence South 41 degrees 38 minutes 47 seconds East, a distance of 106.79 feet; thence southeasterly a distance of 186.93 feet along a tangential curve concave to the northeast, having a radius of 430.00 feet and a central angle of 24 degrees 54 minutes 26 seconds; thence South 03 degrees 54 minutes 32 seconds West, not tangent to said curve, a distance of 115.52 feet; thence South 81 degrees 50 minutes 59 seconds East, a distance of 51.23 feet to the northeast line of said Outlot B; thence North 13 degrees 18 minutes 53 seconds West along said northeast line, a distance of 85.12 feet; thence North 27 degrees 08 minutes 53 seconds West along said northeasterly line, a distance of 317.17 feet to the point of beginning.

Torrens Certificate No. 120320
Torrens Property.



Date: 11/17/2025

Contract for Water Treatment Plant Filter Media Replacement

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Lakehead Constructors Inc. to replace the filter media at the Water Treatment Facility, City Project # 25-23.

Overview

The City's Water Treatment Plant removes naturally occurring iron and manganese from groundwater through a filtration process using eight gravity filters. If not removed, these minerals can cause “rusty” water. Four filters were installed when the plant was constructed in 1997, and four additional filters were added during a 2001 expansion.

Over time, the filter media has deteriorated, leading to reduced efficiency, shorter filter runtimes, and more frequent backwashing. The media has reached the end of its useful life and needs to be replaced.

Staff worked with Black & Veatch to prepare construction documents and solicited competitive bids for the project. Six bids were received on November 12, 2025, ranging from a low base bid of \$1,354,772 from Lakehead Constructors Inc. to a high bid of \$1,996,503. Staff is not recommending awarding Alternate #1. Alternate #1 is to use a different type of media. Staff recommends approving a contract with Lakehead Constructors, Inc. for the base bid.

Supporting Information

1. Contract
2. Bid Summary
3. Lakeville Filter Media Replacement Bid Opening Memo - 2025-11-12

Financial Impact: \$1,354,772 **Budgeted:** Yes **Source:** Water Fund

Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Shane Quade, Utilities Superintendent

SECTION 00500 - AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Lakeville, Minnesota ("Owner") and
("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2025 WTP Filter Media Replacement Project, City Project No. 25-23.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- A. Removal and disposal of existing Filter Media by Contractor.
- B. Inspection of underdrains when filters are empty to be completed by Others.
- C. Replacement with identical filter media by Contractor.
- D. Bid Alternative for in-situ processing of media to form manganese oxide coating.

ARTICLE 3 – ENGINEER

3.01 *The Project has been designed by Black & Veatch.*

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions and according to the dates specified below ("Completion Date").
1. Substantial Completion – November 20, 2026
 2. Final Completion – December 31, 2026

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed before the Completion Date within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City \$1,000 for Substantial Completion and Final Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

5.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:*

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for the Unit Price Work. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) \$_____.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third Monday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 *All amounts not paid when due shall bear interest at the rate of 5 percent per annum.*

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 *In order to induce the Owner to enter into this Contract, Contractor makes the following representations:*

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference identifies identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

- K. Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or the with the consent of the Owner.
- L. The Contract Documents shall not be construed as creating any contractual relationship between the Owner and any subcontractor.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance and Payment Bonds.
 - 3. Certificate of Insurance.
 - 4. EJCDC Standard General Conditions of the Construction Contract amended by Section 00800 Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings consisting of 9 sheets with each sheet bearing the following general title: City of Lakeville, Minnesota, Filter Media Replacement Project.
 - 7. Addenda (numbers ___ to ___, inclusive).
 - 8. Exhibits to this Agreement , enumerated as follows:
 - a. Contractor’s Bid.
 - b. Responsible Contractor Verification and Certification Form
 - c. Non-Collusion Affidavit
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- E. In the event of a conflict among provisions of the Contract Documents, the order in which they are listed above shall control in resolving such contract with Contract Document “1” having the first priority and Contract Document “9” having the last priority.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.
- B. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
 - 1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10.06 *Indemnity*

- A. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

10.07 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said

General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

- B. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

10.08 *Software License.*

- A. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

10.09 *Patented devices, materials and processes.*

- A. If the Contract requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

10.10 *Assignment.*

- A. 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.

10.11 *Permits and Licenses; Rights-of-Way and Easements.*

- A. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Note that the Effective Date of the Contract should match the dates of any construction bonds, if possible. The bonds shall not be dated earlier than the effective date of the Contract.

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

WTF Filter Media Replacement Project						
City Project # 25-23						
Bid Opening Summary						
11/12/2025 10:30						
Contractor	Acknowledge Addendums	Bid Bond 5%	Non- Collusion	Responsible Contractor	Base Bid	Bid Alt 1
Lakehead Constructors	X	X	X	X	\$1,354,772.00	\$531,112.00
MBI	X	X	X	X	\$1,355,000.00	\$624,000.00
Minnesota Mechanical Solutions Inc.	X	X	X	X	\$1,467,300.00	\$587,760.00
Gridor Constr., Inc.	X	X	X	X	\$1,448,000.00	\$644,000.00
Magney Construction, Inc.	X	X	X	X	\$1,599,000.00	\$800,000.00
Hydro-Klean LLC	X	X	X	X	\$1,996,503.44	\$630,419.04

MEMORANDUM

City of Lakeville, MN
Filter Media Replacement Project
Bid Opening Memorandum

City Project 25-23
B&V Project 423612
B&V File 62.0000

November 12th, 2025

To: Paul Oehme, PE - City of Lakeville
From: Bo Johnston, PE - Black & Veatch
CC: Stephen Ferraro – City of Lakeville
Shane Quade - City of Lakeville
Kyle Blommer, PE – Black & Veatch
File



Attachment: Bid Information Packet

This technical memorandum serves as a summary of the Bid Opening for the WTP Filter Media Replacement Project for the City of Lakeville, MN. Contract documents were uploaded for bid via BidVAULT on October 17th, 2025, and project was advertised until bid opening on November 12th, 2025 at 10:30 a.m. CST.

The following elements were included as scope elements in the project:

- a) Removal and disposal of existing Filter Media by Contractor.
- b) Inspection of underdrains when filters are empty to be completed by Others.
- c) Replacement with identical filter media by Contractor.

Additionally, a Bid Alternate was provided for in-situ processing of filter media to form a manganese oxide coating as an option for scheduling benefit if greensand media was not available.

All bids were completed using Lakeville's online electronic bid system (BidVAULT). Bidders were required to digitally upload signed versions of the Minnesota Responsible Contractor Statute (Section 00435), Equipment Questionnaire (Section 00450), Affidavit of Non-Collusion (Section 00470), and a current Contractor's License.

Six Bids were received by the City from the following Contractors:

- Lakehead Constructors
- Municipal Builders, Inc.
- MN Mechanical Solutions, Inc.
- Gridor Construction, Inc.

B&V Project 423612
 B&V File 62.0000
 November 12th, 2025

- Magney Construction, Inc.
- Hydro-Klean LLC

The Bids were evaluated on the BidVAULT platform and preliminary results were published to all plan holders. Lakehead Constructors was the low bid on both the Base Bid and the Base Bid + Bid Alternate A options. A full examination of the bids was completed on November 12th, 2025 to determine the conformance to the specifications and all Bidders completed the required forms and documentation. Note that the Engineer reordered the Bidders in order of Lump Sum Bid Price.

Bidder	Base Bid	Bid Recommendation
Lakehead Constructors Inc.	\$1,354,772	Low Bidder, Recommended for Selection
Municipal Builders, Inc.	\$1,355,000	
Engineer's Estimate	\$1,355,000	
Gridor Construction, Inc.	\$1,448,000	
MN Mechanical Solutions, Inc.	\$1,467,300	
Magney Construction, Inc.	\$1,599,000	
Hydro-Klean LLC	\$1,996,503	

An Equipment Questionnaire was also required during bid submission to determine the supplier of the filter media (Item 1A) and the duration for delivery upon approval of shop drawings (Item 1B). Lakehead Constructors submitted the following information during the bid and these products and durations were acceptable.

Item	Description	Submitted Value
1A	Greensand Manufacturer (Base Bid)	Kurita
1B	Greensand Delivery - Duration after Acceptance of Shop Drawing (Base Bid)	10 weeks
2A	In-Situ Filter Media Manufacturer & Product (Bid Alternate A)	Kurita IronMAN
2B	In-Situ Filter Media Delivery – Duration after Acceptance of Shop Drawing (Bid Alternate A)	14 weeks

Based on the results of the Bid, it is the recommendation of the Engineer that the City approve the selection of Lakehead Constructors Inc. as the selected General Contractor for the WTP Filter Media Replacement Project. Additionally, it is recommended that the contract include only the Base Bid due to the satisfactory lead time for the greensand media in the Base Bid (Items 1A & 1B Above). The Bid Alternative A filter media is not required.



Date: 11/17/2025

Ordinance Amending Title 8 Chapter 4 of the Lakeville City Code regarding Fire Protection System Electronic Report Requirements

Proposed Action

Staff recommends adoption of the following motion: Move to Adopt an amendment to Ordinance Title 8 Chapter 4 of the City Code regarding Fire Protection System Electronic Report Requirements.

Overview

Staff reviewed the proposed amendment to the city ordinance about fire protection system self-reporting during the July Public Safety Committee meeting. The amendment was subsequently presented at the September City Council workshop for discussion and consideration of adoption.

Supporting Information

1. Ordinance on Fire Protection Electronic System Reporting Requirements
2. Fire Department Memo 9.15.25

Financial Impact: Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Michael Meyer, Fire Chief
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ORDINANCE NO. _____

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING TITLE 8 CHAPTER 4 OF THE
LAKEVILLE CITY CODE REGARDING FIRE PROTECTION SYSTEM
ELECTRONIC REPORT REQUIREMENTS**

THE CITY COUNCIL OF THE CITY OF LAKEVILLE, MINNESOTA, ORDAINS:

SECTION 1. Title 8, Chapter 4 of the Lakeville City Code is amended to add a new Section 8-4-5 to read as follows:

8-4-5: FIRE PROTECTION SYSTEM ELECTRONIC REPORT REQUIREMENTS:

Contractors who perform inspection, testing or maintenance services on fire and life safety systems within the city shall submit all compliant and noncompliant reports, and other such reports and records in accordance with and as required by the state fire code, to the city fire department using the method approved by the fire chief. The method approved by the fire chief for filing reports and records may include electronic or computer-based reporting or recording systems.

SECTION 2. This ordinance shall be effective immediately upon its passage and publication.

ADOPTED this 17th day of November, 2025 by the City Council of the City of Lakeville, Minnesota

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Memorandum

To: Mayor and City Council Members
Justin Miller, City Administrator

From: Mike Meyer, Fire Chief

Copy: Allyn Kuennen, Assistant City Administrator

Date: September 15, 2025

Subject: Review selection of Fire Department ITM solution

At the July 28th, 2025 Public safety committee meeting, staff presented a proposal to adopt an ITM (Inspect, Test, Maintain) tool that full integrates with our RMS (Records Management System) for better visibility and code compliance with the life safety systems within our jurisdiction. ITM systems allow for self-reporting of test results for critical life safety systems in occupancies within our jurisdiction. Starting in August of 2024, staff conducted market research on available tools, tested several suites, and ultimately landed on an ITM solution offered by our current RMS Provider, First Due. Below is additional information on the background, needs, and analysis. Staff seeks the support of the council to move forward with First Due in implementing their ITM platform as well as adopting and updated city ordinance to require report submission by contractors testing life safety systems in the city of Lakeville.

Needs Identification

- Inconsistency in contractors submitting test results to the Fire Marshal, in addition to difficulties in building owners maintaining documentation for inspections.
- Manual process for large occupancies is inefficient.
- Cannot be in every building every year, but code requires systems to be inspected and maintained every year.
- Need for a consistent and streamlined, integrated solution to automate the intake of contractor testing and maintenance records.

Benefits of using an ITM

- Increase code compliance for life safety systems within Lakeville.
- Highlight and elevate critical systems outages at occupancies within the city.
- Track system deficiencies to resolution without continued site visits, increasing inspection team efficiency.
- Opportunity to pull in ITM data directly to inspections system in our current RMS.
- Leverage the data gathered through report submissions to better our pre-plans.

Vendor Analysis

- Staff worked to identify and review three major vendors in the ITM Space.
- Staff attended live demo and presentation sessions with LIV, The Compliance Engine (Brycer), and First Due

Vendor Review

- LIV
 - Offers a cloud-based solution with itemized fee structure for contractors with an online portal and dashboard configuration that allows for one stop review and approval. LIV solution provided third party integration into our current RMS with limited bi-directional data sharing.
- The Compliance Engine
 - Offers a similar cloud-based solution with online portal for submissions, review, and approval. The Compliance Engine is the largest player in the ITM market currently and in use by several jurisdictions in the state. Offers limited integration with our RMS and similar widget-based data sharing between the applications.
- First Due
 - Offers a cloud-based solution with online portal submission for contractors. The review and submission dashboard is fully integrated into our RMS with a module dedicated to ITM functionality. Data is fully shared into our pre-plan process. First Due offers a bundled pricing solution for contractors where they are charged by submission vs being charged by report.

Decision Making

- Staff weighed numerous factors in the decision to choose a path forward with an ITM vendor.
- Given the similarities in the contractor submission portal and the features of the review and approval dashboard, the deciding factors came down to RMS integration and cost structure / simplicity for contractors.

First Due's ITM offering provides full integration to our RMS, provides better contractor cost savings, and allows contractors to bundle purchase credits for report submissions.

Fiscal Impact

- There is no cost to the city for implementation of this system.
- Fees are collected from the contractor performing the inspections and maintenance activities when their reports are submitted.

Exhibits:

- 7.28.25 Public Safety Meeting Memo
- Applicable Code References
- First Due ITM Executive Summary
- Sample Ordinance Template



Memorandum

To: Public Safety Committee

From: Mike Meyer, Fire Chief

Copy: Justin Miller, City Administrator

Date: July 28, 2025

Subject: Public Safety Committee Information

Fire Prevention Updates

Transition from Darma Boxes to Knox Boxes -

We are in the process of transitioning from Darma Boxes to Knox Boxes for secure building access.

- Benefits: The Knox Box system offers an improved online ordering process and enhanced tracking of key access and activity.
- Cost Impact: The cost difference to businesses is minimal—less than \$100 between the two systems.

Fire Alarm and Suppression Systems – Self-Reporting Program

Currently, businesses with fire alarm or suppression systems are required to complete annual inspections/testing. However, there is no current mandate for those results to be reported to the fire department.

- Proposed Solution: Implement a self-reporting system that integrates with our existing Records Management System (RMS). Fire protection service vendors would upload inspection reports directly into our system following annual testing.
- Cost Impact: There is no cost to the city. Businesses would pay a small annual fee of \$15 to \$35, depending on the type and complexity of their system.
- Next Steps: Adoption of this program will require approval of a new city ordinance.

Operational Updates

1. Staffing Update – Engine Coverage

As of May 1, 2025, we are now consistently staffing two fire trucks.

- We have not yet implemented staffing for a third truck, but we are evaluating the addition of a rescue/medical response unit later this year.

2. Paid-On-Call (POC) Hiring Process

- We currently have eight POC candidates in the hiring pipeline.
- The anticipated start date for this group is August 12, 2025.

3. Full-Time Position Replacement

- We are in the process of filling one full-time firefighter position.
- First-round interviews were conducted last week, with second-round interviews occurring this week.

Code Requirements of Inspection, Testing and Maintenance (ITM)

International Fire Code 2024

104.2 Determination of compliance. The fire code official shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code

110.3 Recordkeeping. A record of periodic inspections, tests, servicing and other operations and maintenance shall be maintained on the premises or other approved location for not less than 3 years, or a different period of time where specified in this code or referenced standards. Records shall be made available for inspection by the fire code official, and a copy of the records shall be provided to the fire code official on request.

The fire code official is authorized to prescribe the form and format of such recordkeeping. The fire code official is authorized to require that certain required records be filed with the fire code official.

901.6 Inspection, testing and maintenance. Fire protection and life safety systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Nonrequired fire protection and life safety systems and equipment shall be inspected, tested and maintained or removed in accordance with Section 901.8.

901.6.3 Records. Records of all system inspections, tests and maintenance shall be maintained in accordance with Section 110.3.

Note: These provisions have remained relatively consistent across recent editions of IFC, including the 2018, 2021, and 2024 versions, with only minor revisions in wording or section numbering.

NFPA 1 2024

1.7.3 Interpretations, Rules, and Regulations.

1.7.3.1 The AHJ is authorized to render interpretations of this Code and to make and enforce rules and supplemental regulations in order to carry out the application and intent of its provisions.

1.7.3.2 Such interpretations, rules, and regulations shall be in conformance with the intent and purpose of this Code and shall be available to the public during normal business hours.

13.1.2 The property owner shall be responsible for the inspection, testing, and maintenance of the equipment and systems.

13.1.6 Records.

13.1.6.1 Records shall be made for all inspections, tests, and maintenance of the system and its components. [25:4.3.1]

13.1.6.1.1 Records shall be maintained by the property owner. [25:4.3.1.1]

13.1.6.1.2 Records shall be permitted to be stored and accessed electronically. [25:4.3.1.2]

13.1.6.2 Records shall include the following:

- (1) The procedure/activity performed (e.g., inspection, test, or maintenance)
- (2) The organization that performed the activity
- (3) The required frequency of the activity
- (4) The results and date of the activity
- (5) The name and contact information of the qualified contractor or owner, including lead person for activity [25:4.3.2]

13.1.6.3 Records shall be made available to the authority having jurisdiction upon request.
[25:4.3.3]

13.1.6.4 As-built system installation drawings, hydraulic calculations, original acceptance test records, and device manufacturer's data sheets shall be retained for the life of the system. [25:4.3.4]

13.1.6.5 Subsequent records shall be retained for a period of 1 year after the next inspection, test, or maintenance of that type required by the standard. [25:4.3.5]

Note: These provisions have remained relatively consistent across recent editions of NFPA 1, including the 2018, 2021, and 2024 versions, with only minor revisions in wording or section numbering

EXECUTIVE SUMMARY

About First Due ITM for Fire Departments

First Due's **Inspection, Testing & Maintenance (ITM)** solution is a secure, cloud-based platform that empowers Authorities Having Jurisdiction (AHJs) to streamline and modernize how they manage compliance with fire and life safety systems.

By digitizing the intake and review of third-party ITM reports, First Due enables fire departments to replace inefficient manual processes with a centralized, automated system that improves enforcement, reduces administrative workload, and enhances public safety.

Key benefits include:

- **Driving 100% Code Compliance** by ensuring all systems are properly inspected, tested, and documented
- **Centralizing Inspection Data** in a single, secure portal—eliminating spreadsheets, emails, and paper reports
- **Streamlining Report Submissions** through a user-friendly portal for service providers
- **Automating Notifications** for overdue inspections, deficiencies, and upcoming renewals
- **Unlocking Actionable Insights** via real-time dashboards and analytics for smarter enforcement
- **Improving Communication and Accountability** across departments, service providers, and property owners
- **Digitizing Fire Prevention Workflows** to help departments do more with fewer resources

With First Due ITM, fire departments can proactively enforce code compliance, improve system reliability, and better protect their communities—all without increasing staffing or operational costs.

Ordinance Template

ORDINANCE NO. [YEAR] – [NUMBER]

**AN ORDINANCE AMENDING [CODE REFERENCE], [CHAPTER/ARTICLE TITLE] OF THE
[MUNICIPALITY] CODE TO ADD A NEW SECTION CONCERNING THIRD-PARTY PROTECTION AND
CONTROL, INSPECTION, TESTING, AND MAINTENANCE REPORTING**

WHEREAS, the [STATE] Fire Prevention Code and the National Fire Protection Association Codes and Standards require periodic testing and maintenance of certain fire protection systems, alarms, devices, equipment and other features; and

WHEREAS, the fire code official is authorized by Section [REFERENCE] of the [STATE] Fire Prevention Code to approve reports of inspection by approved agencies or individuals, and the fire code official is authorized to engage such expert opinion as deemed necessary to report upon detailed or complex technical issues; and

WHEREAS, pursuant to Section [REFERENCE] of the [STATE] Fire Prevention Code and Standards, required tests and inspection reports shall be available to the fire code official at all times and such records shall be filed as directed by the fire code official; and

WHEREAS, the [MUNICIPALITY] has adopted the provisions of the [STATE] Fire Prevention Code and Standards, current edition, and the provisions of technical codes and standards and has made the same applicable as the Fire Prevention and Protection Ordinance of the [MUNICIPALITY] in [CODE REFERENCE]; and

WHEREAS, the [GOVERNING BODY] of [MUNICIPALITY] desires to amend its Fire Prevention and Protection Ordinance to require inspection reports to be provided to the [MUNICIPALITY] through a third-party inspection reporting system.

**NOW THEREFORE BE IT ORDAINED BY THE [GOVERNING BODY] OF THE [MUNICIPALITY], [STATE]
that:**

Section 1. Sections [NUMERICAL REFERENCE] of the [MUNICIPALITY] Code are renumbered [NEW NUMERICAL REFERENCE] respectively.

Section 2. A new section, Section [NUMERICAL REFERENCE], is hereby written, adopted and enacted to read as follows:

"Sec. [NUMERICAL REFERENCE].

THIRD-PARTY INSPECTIONS AND REPORTING SYSTEM.

(a) Inspections and Maintenance Required.

The owner of the property where any device, equipment, alarm, system and any other feature is required for compliance of the provisions of this Article or is otherwise installed on the property

shall cause maintenance, testing and inspections of all such devices, equipment, alarms, systems and features in accordance with this Code and applicable referenced standards and specified intervals. If following inspection and testing, any device, equipment, alarm, system or any other feature does not meet manufacturer's specifications or fails to perform as intended, then it shall be repaired or replaced in accordance with subsection (e) below.

Maintenance, testing and inspections shall include, without limitation, the following:

FIRE PROTECTION MEASURE	FIRE CODE Ref.	NFPA Ref.
Automatic Fire Sprinkler System	901.6.1, 901.6.2	25
Commercial Hood Cleaning	906.3	96
Commercial Kitchen Hood System	901.6.1, 901.6.2	17A
Emergency Generator	904.11.6.2	110 & 111
Fire Alarm System	901.6.1, 901.6.2	72
Fire Doors	703.4	80
Fire Escape	1030.2	
Fire Pumps	913.5	25
Foam System (including 5 yr test)	901.6.1, 901.6.2	25
Private Hydrant System	507.5.2, 507.5.3	25
Smoke Control System	909.20	90 & 92B
Special Suppression System	901.6.1, 901.6.2	12 & 12A, 750 & 200
Spray Booth	901.6.1, 901.6.2	33
Standpipe (including 5 yr hydrostatic test)	901.6.1, 901.6.2	25

Testing of all backflow prevention assemblies installed and maintained per NFPA-25 are regulated by the Department of [PUBLIC UTILITIES/WATER RESOURCES] pursuant to Section [REFERENCE].

(b) Qualifications of Inspectors.

Only qualified personnel shall make inspections or perform testing required by the current editions of the [STATE] Fire Prevention Code and the adopted provisions of technical codes. Qualified personnel shall include, but not be limited to:

- (1) Personnel who are factory-trained and certified for the type and brand of device, equipment, alarm, system, or feature being inspected or tested.

- (2) Personnel who are certified by a nationally recognized certification organization approved by the [MUNICIPALITY].
- (3) Personnel who are registered, licensed or certified by [STATE] or the [MUNICIPALITY] to perform the required inspections and testing.
- (4) Personnel of the Fire Department.

(c) Reporting of Inspections and Tests.

Records of all installations, inspections, tests and maintenance required by Section [REFERENCE] shall be provided electronically to the [MUNICIPALITY]'s **designated electronic reporting system**. Completed records shall be submitted no later than fifteen (15) days following the applicable installation, inspection, test and maintenance. The submitted report shall contain all information required by the [MUNICIPALITY]'s **designated electronic reporting system**. The fee for any report filed using the electronic reporting system shall be [AMOUNT] dollars (**\$[AMOUNT]**).

(d) Retention of Records.

Records of all device, equipment, alarm and system inspections, tests and maintenance required by the current editions of the [STATE] Fire Prevention Code and the adopted provisions of technical codes shall be maintained on the premises for a minimum of three (3) years following the date of any inspection, test and maintenance and shall be copied to the fire department and its contractors pursuant to either the provisions of the [MUNICIPALITY] Code or upon the request of the fire code official.

(e) Repairs.

If any device, equipment, alarm, system and any other feature fails its inspection or operational test, within thirty (30) days of such inspection or test, the property owner shall make all necessary repairs to make the item fully operational. Defective parts must be replaced with manufacturer approved parts. If repair is not possible, the item must be replaced with devices, equipment, alarms, systems and features in accordance with this Code and applicable referenced standards. Completed records shall be submitted no later than fifteen (15) days following the applicable maintenance, repair or replacement. The submitted report shall contain all information required by the [MUNICIPALITY]'s **designated electronic reporting system**. The fee for any report filed using the electronic reporting system shall be [AMOUNT] dollars (**\$[AMOUNT]**).

Additional inspections and testing may be required of the repaired or replaced device, equipment, alarm, system or other feature upon the request of the fire code official."

Section 3. All laws and clauses of laws in conflict herewith are hereby repealed to the extent of said conflict.

Section 4. If this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to this end the provisions of this ordinance are declared to be severable.

Section 5. This ordinance has been adopted following a duly advertised public hearing of the [GOVERNING BODY] of [MUNICIPALITY].

Section 6. This ordinance has been provided to the [STATE AGENCY] as required by law.

Section 7. This ordinance shall be enforced as provided in [STATE LAW REFERENCE] or as provided in the [MUNICIPALITY] Code. All criminal sanctions shall be the maximum allowed by law notwithstanding the [AMOUNT] dollar (\$[AMOUNT]) limit in [STATE LAW REFERENCE] or similar limitations.

Section 8. This ordinance shall become effective [NUMBER] days following its adoption.

ADOPTED: [DATE]

EFFECTIVE: [DATE]

DISTRIBUTION:

- Fire Department – [NAMES]
- [RELEVANT DEPARTMENT] – [NAMES]
- [MUNICIPALITY] Attorney – [NAMES]
- Department Heads
- [OTHER RELEVANT PARTIES]

This ordinance was drafted by the [MUNICIPALITY] Attorney's Office



Date: 11/17/2025

Conditional Use Permit for 16415 Klamath Trail

Proposed Action

Staff recommends adoption of the following motion: Move to approve a conditional use permit to allow the combination of accessory buildings and garages to exceed the gross floor area of the principal structure and adopt the findings of fact for the property at 16415 Klamath Trail.

Overview

Andrew Stohbehn of 16415 Klamath Trail has applied for a conditional use permit (CUP) to allow accessory buildings greater than the gross floor area of the principal structure. The property is 11.49 acres in area and zoned RA, Rural/Agricultural District. The applicant is proposing to construct a 3,500+/- square foot detached accessory building. The attached garage is 1,485 square feet for a total of about 5,000 gross square feet of accessory buildings. According to Dakota County GIS the finished square footage of the home is 2,840 sq ft. City code allows accessory buildings to exceed the size of the principal structure by conditional use permit.

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

Supporting Information

1. CUP Form and Findings of Fact
2. Planning Commission Minutes
3. Staff Report and Exhibits

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

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT NO. 25-_____
16415 Klamath Trail - Andrew Stohbehn

1. Permit. Subject to the terms and conditions set forth herein, the City of Lakeville hereby approves a Conditional Use Permit to allow the combination of accessory buildings and garages to exceed the gross floor area of the principal structure:
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

That part of SE 1/4 of the NE 1/4 of Section 2, Township 114, Range 21, Dakota County, Minnesota, lying northerly of formerly County Road No. 44 (Klamath Trail), EXCEPT that part lying east and north of the following described line:

Commencing at the northwest corner of said SE 1/4 of the NE 1/4; thence N 89°55'53" W, assumed bearing, along the north line of said SE 1/4 of the NE 1/4 453.63 feet to the beginning of the line to be described; thence S 01°27'24" W 141.78 feet; thence S 83°44'57" E 439.53 feet to the centerline of formerly County Road No. 44 (Klamath Trail), and said line there terminating.

3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a. The accessory building shall be constructed in the general location identified on the site plan approved with the conditional use permit.
 - b. Exterior building materials shall conform with the standards and criteria in section 11-17-9 of the Zoning Ordinance.

- c. The detached accessory building shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
 - d. Sanitary sewer service shall not be provided to the detached accessory building, and the detached accessory building shall not be used as a dwelling.
 - e. No home occupation shall be conducted within any attached or detached accessory building on the property. No attached or detached accessory building on the property shall be used for the operation of any commercial business or storage of commercial equipment.
 - f. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.
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: November 17, 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 17th day of **November 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**

**CONDITIONAL USE PERMIT
16415 KLAMATH TRAIL - ANDREW STOHBEHN**

FINDINGS OF FACT AND DECISION

On November 6, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Andrew Strohbehn for a conditional use permit to allow accessory building area greater than the principal structure in the RA, Rural/Agricultural district on property located at 16415 Klamath Trail. 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. Therefore, the City Council hereby adopts the following:

FINDINGS OF FACT

1. The property is located in Planning District No. 1 of the 2040 Comprehensive Land Use Plan, which guides the property for rural density residential use.
2. The property is zoned RA, Rural/Agricultural District
3. The legal description of the property is:

That part of SE 1/4 of the NE 1/4 of Section 2, Township 114, Range 21, Dakota County, Minnesota, lying northerly of formerly County Road No. 44 (Klamath Trail), EXCEPT that part lying east and north of the following described line:

Commencing at the northwest corner of said SE 1/4 of the NE 1/4; thence N 89°55'53" W, assumed bearing, along the north line of said SE 1/4 of the NE 1/4 453.63 feet to the beginning of the line to be described; thence S 01°27'24" W 141.78 feet; thence S 83°44'57" E 439.53 feet to the centerline of formerly County Road No. 44 (Klamath Trail), and said line there terminating.

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 single-family home and existing and proposed detached accessory buildings are consistent with the 2040 Comprehensive Land Use Plan and District 1 recommendations of the Comprehensive Plan.
 - b. **The proposed use is or will be compatible with present and future land uses of the area.**
Finding: Provided compliance with the conditional use permit, the proposed building addition will be compatible with existing and future land uses in the area.
 - c. **The proposed use conforms with all performance standards contained in the Zoning Ordinance.**
Finding: The proposed detached accessory building will conform with all performance standards contained in the Zoning Ordinance and the City Code as allowed by this 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 subject property is not served with City sanitary sewer or water. The attached accessory building square footage will have no impact on the City's service capacity.
 - e. **Traffic generation by the proposed use is within capabilities of streets serving the property.**
Finding: The proposed building will not overburden the streets serving the property.
5. The report dated October 30, 2025 and prepared by Heather Botten, Senior Planner is incorporated herein.

DECISION

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

DATED: November 17, 2025

CITY OF LAKEVILLE

BY: _____

Luke M. Hellier, Mayor

SEAL

BY: _____

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE
PLANNING COMMISSION MEETING MINUTES
November 6, 2025

5a. Andrew Strohbehn

Chair Zimmer opened the public hearing to consider the application of Andrew Strohbehn for a conditional use permit to allow the construction of a detached accessory building greater than the gross floor area of the principal structure, located at 16415 Klamath Trail.

Andrew Strohbehn introduced the project, indicating that he has a need for the proposed size of the building to store personal and recreational vehicles and equipment. The structure will not be used for commercial or home occupation purposes.

Ms. Botten presented the staff report. The property is 11.49 acres in area. The lot is zoned RA, Rural/Agricultural District. The applicant is proposing to construct a 3,500+/- square foot detached accessory building. The attached garage is 1,485 square feet for a total of about 5,000 gross square feet of accessory buildings.

According to Dakota County GIS the finished square footage of the home is 2,840 square feet. City code allows accessory buildings to exceed the size of the principal structure by CUP. The total allowable combined accessory building square footage in the RA District is 8,712 square feet.

Chair Zimmer opened the hearing to the public for comment.

There was no public comment.

Motion was made by Kaluza, seconded by Tinsley to close the public hearing at 6:05 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas asked if the city forester reviewed this and if the tree preservation ordinance applied to this situation. Ms. Botten stated she would have the City Forester look at it prior to the City Council meeting.

Motion was made by Kaluza, seconded by Swenson to recommend to City Council approval of the conditional use permit to allow the combination of accessory buildings to exceed the gross floor area of the principal structure in the R/A, Rural/Agricultural District located at 16415 Klamath Trail and approval of the findings of fact dated November 6, 2025, subject to the following stipulations:

1. The accessory building shall be constructed in the location identified on the site plan approved with the conditional use permit.
2. Exterior building materials shall conform with the standards and criteria in section 11-17-9 of the Zoning Ordinance.

3. The detached accessory building shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
4. Sanitary sewer service shall not be provided to the detached accessory building, and the detached accessory building shall not be used as a dwelling.
5. No home occupation shall be conducted within any attached or detached accessory building on the property. No attached or detached accessory building on the property shall be used for the operation of any commercial business or storage of commercial equipment.
6. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

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

Nays: 0



Memorandum

To: Planning Commission
From: Heather Botten, Senior Planner
Date: October 30, 2025
Subject: Packet Material for the November 6, 2025 Planning Commission Meeting
Agenda Item: Andrew Strohbehn - Conditional Use Permit
Application Action Deadline: December 5, 2025

INTRODUCTION

Andrew Strohbehn, property owner, has submitted an application for a conditional use permit (CUP) to allow the construction of a detached accessory building greater than the gross floor area of the principal structure. The property is 11.49 acres in area and located at 16415 Klamath Trail. The lot is zoned RA, Rural/Agricultural District. The applicant is proposing to construct a 3,500+/- square foot detached accessory building. The attached garage is 1,485 square feet for a total of about 5,000 gross square feet of accessory buildings. According to Dakota County GIS the finished square footage of the home is 2,840 sq ft. City code allows accessory buildings to exceed the size of the principal structure by CUP. The total allowable combined accessory building square footage in the RA District is 8,712 square feet. The applicant's narrative states the proposed use of the garage space is storage for personal use.

The following exhibits are attached for your review:

- Exhibit A – Location/Aerial Map
- Exhibit B – Zoning Map
- Exhibit C – Application Narrative
- Exhibit D – Site Plan
- Exhibit E – Building Floor and Elevation Plans

PLANNING ANALYSIS

Existing Conditions. The subject property includes a single-family home with an attached garage and an existing, 800 square foot detached accessory building that will be demo'd and replaced with the proposed structure. The property also includes a private driveway easement for the property to the north at 16424 Klamath Trail that provides driveway access for these two properties to Knolls Path. The property is a legal conforming metes and bounds described (unplatted) parcel.

Adjacent Land Uses. Adjacent land uses and zoning are as follows:

North – Single-Family Home (RA)

East –Single-Family Homes (RA)

South – Klamath Trail and Single-Family Homes (RS-1)

West – Single Family Home (RA)

Setbacks. The minimum setback for the accessory structure in the RA District is 30 feet from the front lot line abutting street right of way and 10 feet from the interior side and rear lot lines. The proposed structure exceeds the minimum setback requirements.

Total Accessory Building Area. The request is to construct a detached accessory building roughly 3,500 square feet in size. The total combined accessory building area, including the attached garage and proposed detached accessory building is about 5,000 gross square feet. Within the RA District, the total allowable combined square footage is 8,712 square feet.

Screening. The property is 11.49 acres in area; the closest neighboring home is over 250 feet from the proposed structure. The property includes stands of mature trees that will not be greatly impacted by site grading.

Driveway. The existing driveway access from Knolls Path will not change. Access to the accessory building is required to be paved with bituminous, concrete or paver brick in accordance with Zoning Ordinance requirements.

Exterior Elevations. The proposed structure will complement the existing home and attached garage. A maximum building height of 20 feet is allowed for detached accessory buildings in the RA, Rural/Agricultural District.

CONDITIONAL USE PERMIT ANALYSIS

The Zoning Ordinance allows the accessory building area requirements to be exceeded by conditional use permit subject to the following criteria as listed in Section 11-18-5 of the Zoning Ordinance:

- A. **There is a demonstrated need and potential for continued use of the structure for the purpose stated.**

The property owner has indicated a need for the proposed size of building to store personal and recreational vehicles and equipment and family storage purposes.

- B. **No accessory building or private garage shall be utilized for all or a portion of a home occupation, for commercial activities or for commercial storage.**

The applicant has stated the accessory building is for personal use. No home occupation or storage of commercial vehicles or equipment is allowed in any accessory building on the property.

- C. **The accessory building has an evident reuse or function related to a single-family residential environment in urban service areas or hobby farm environment in nonurban service areas of the city.**

The proposed accessory building space has the evident function of creating storage of personal equipment for this property.

The proposed square footage is compatible with the rural character of the property, lot size, and neighborhood. The Zoning Ordinance allows up to 8,712 square feet of combined accessory building square footage in the RA District. The proposed accessory building square footage is consistent with other similar conditional use permits approved on similar properties.

- D. **Detached accessory buildings shall be maintained in a manner that is compatible with the adjacent residential uses and does not present a hazard to public health, safety and general welfare.**

The proposed building addition will be constructed with complimentary colors as the existing principal structure on the property and is compatible with the adjacent residential uses.

- E. **The performance standards and criteria of section 11-4-7 of this title shall be considered and a determination made that the proposed activity is in compliance with such criteria.**

The provisions of section 11-4-7 of the Zoning Ordinance (Conditional Use Permits) have been considered and satisfactorily met. Please refer to the attached findings of fact.

RECOMMENDATION

Community Development Department staff recommends approval of the conditional use permit to allow the gross square feet of accessory buildings to exceed the square footage of the principal structure located at 16415 Klamath Trail subject to the following stipulations:

1. The accessory building shall be constructed in the location identified on the site plan approved with the conditional use permit.
2. Exterior building materials shall conform with the standards and criteria in section 11-17-9 of the Zoning Ordinance.
3. The detached accessory building shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
4. Sanitary sewer service shall not be provided to the detached accessory building, and the detached accessory building shall not be used as a dwelling.
5. No home occupation shall be conducted within any attached or detached accessory building on the property. No attached or detached accessory building on the property shall be used for the operation of any commercial business or storage of commercial equipment.
6. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT
16415 KLAMATH TRAIL - ANDREW STOHBEHN

FINDINGS OF FACT AND RECOMMENDATION

On November 6, 2025 the Lakeville Planning Commission met at its regularly scheduled meeting to consider the application of Andrew Strohbehn for a conditional use permit to allow accessory building area greater than the principal structure in the RA, Rural/Agricultural district on property located at 16415 Klamath Trail. 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.

FINDINGS OF FACT

1. The property is located in Planning District No. 1 of the 2040 Comprehensive Land Use Plan, which guides the property for rural density residential use.
2. The property is zoned RA, Rural/Agricultural District
3. The legal description of the property is:

That part of SE 1/4 of the NE 1/4 of Section 2, Township 114, Range 21, Dakota County, Minnesota, lying northerly of formerly County Road No. 44 (Klamath Trail), EXCEPT that part lying east and north of the following described line:

Commencing at the northwest corner of said SE 1/4 of the NE 1/4; thence N 89°55'53" W, assumed bearing, along the north line of said SE 1/4 of the NE 1/4 453.63 feet to the beginning of the line to be described; thence S 01°27'24" W 141.78 feet; thence S 83°44'57" E 439.53 feet to the centerline of formerly County Road No. 44 (Klamath Trail), and said line there terminating.

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 single-family home and existing and proposed accessory buildings are consistent with the 2040 Comprehensive Land Use Plan and District 1 recommendations of the Comprehensive Plan.

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

Finding: Provided compliance with the conditional use permit, the proposed accessory building will be compatible with existing and future land uses in the area.

- c. The proposed use conforms with all performance standards contained in the Zoning Ordinance.**

Finding: The proposed detached accessory building will conform with all performance standards contained in the Zoning Ordinance and the City Code as allowed by this 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 subject property is not served with City sanitary sewer or water. The attached accessory building square footage will have no impact on the City's service capacity.

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

Finding: The proposed building will not overburden the streets serving the property.

- 5. The planning report dated October 30, 2025 prepared by Heather Botten, Senior Planner, is incorporated herein.**

RECOMMENDATION

The Planning Commission recommends that the City Council approve the conditional use permit conditioned upon compliance with the planning report prepared by Heather Botten, Senior Planner dated October 30, 2025

DATED: November 6, 2025

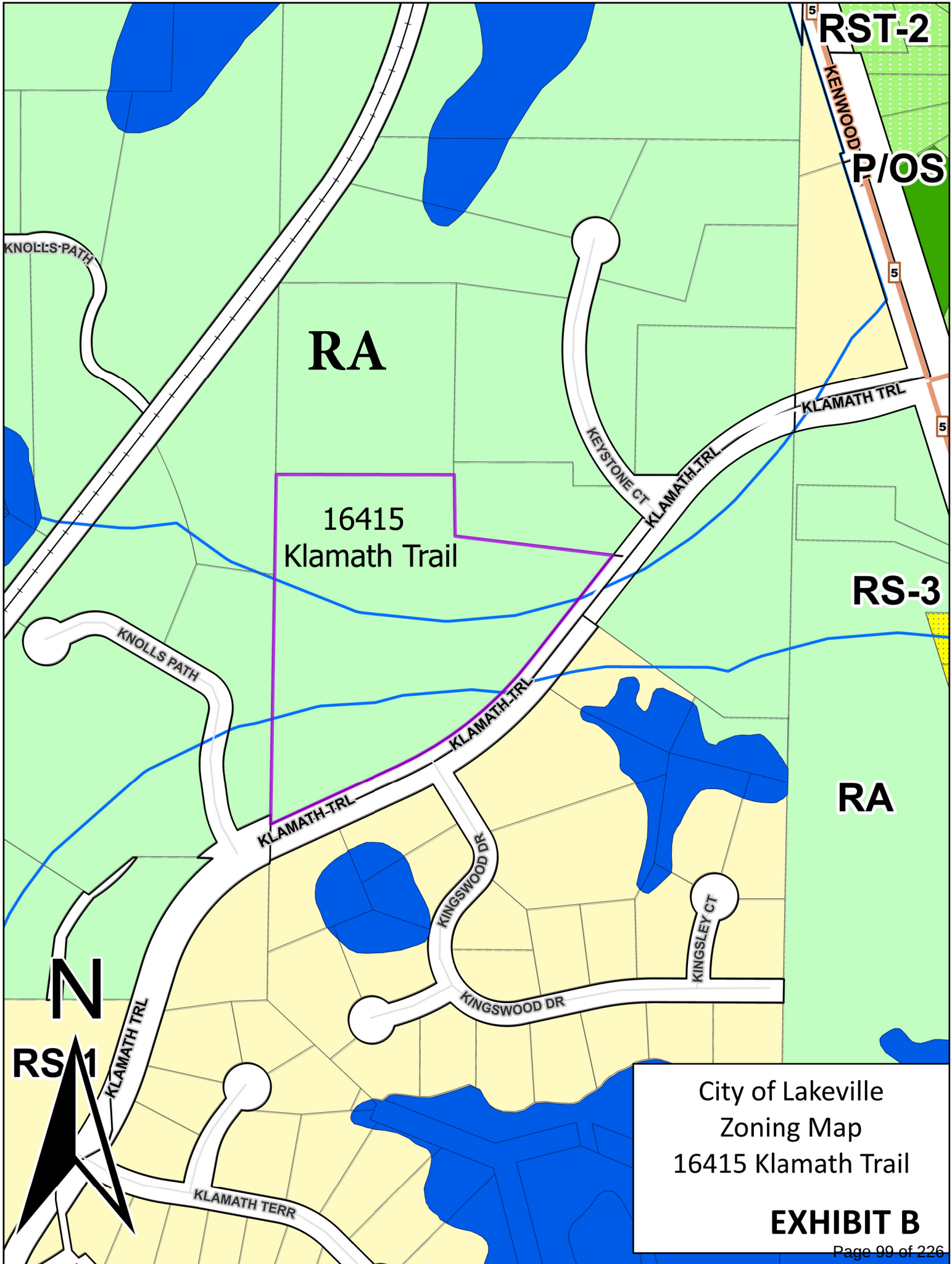
LAKEVILLE PLANNING COMMISSION

BY: _____
Christine Zimmer, Chair



Text
16415
Klamath Trail

City of Lakeville
Location Map
16415 Klamath Trail
EXHIBIT A



RA

RST-2

P/OS

16415
Klamath Trail

RS-3

RA



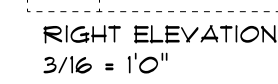
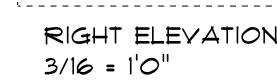
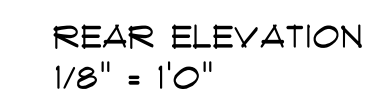
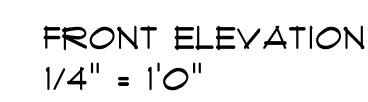
City of Lakeville
Zoning Map
16415 Klamath Trail

EXHIBIT B

Page 99 of 226

Narrative:

This proposal is to demolish the existing old detached garage, and build a new larger detached accessory building in its place. It will have an asphalt driveway. We in no way intend to use this space for commercial purposes, and intend to use this additional garage square footage for personal use and storage.



16415 KLAMATH TRAIL
LAKEVILLE, MN 55044

TOP NOTCH CONSTRUCTION INC.
27025 GALAXIE AVE SW
FARMINGTON, MN 55024
952 288 8924

ELEVATIONS

DATE	09.11.2025
REVISED	09.15.2025
WDW SIZE	09.16.2025
HEIGHT	

SCALE	3/16" = 1/4" = 1'0"
DRWG #	TNC 104
MAIN FLOOR	
SECOND FLR	
LOWER LEVEL	
FRONT PORCH	
GARAGE	
SHEET	



Date: 11/17/2025

Fiber IRU between Lakeville and Dakota County

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Fiber Optic Indefeasible Right To Use Agreement (IRU) with Dakota County.

Overview

The City of Lakeville would benefit from additional fiber sharing opportunities with the County. The City would like to obtain usage rights for 12 stands of fiber from the intersection of Kensington Blvd and Juniper Way connecting to City Hall. These stands would facilitate the connections for the Fairfield Water Tower, Airlake Water Tower, as well as the future connection to the FiRST Center.

In exchange, the City will grant usage rights to 24 of our fiber stands from the intersection of Kensington Blvd and Juniper Way to the Counties 800mhz infrastructure maintained at the Fairfield Water Tower to improve their emergency infrastructure.

The full contract is attached for reference and additional details. The official copy for approval of the agreement will follow digitally.

This agreement will allow the City to avoid the additional infrastructure costs associated with any new projects that would be required to connect these facilities to our existing fiber. The remaining costs to create the necessary 'laterals' for the final connection are already included in other project budgets.

Supporting Information

1. Dakota County IRU

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

- Good Value for Public Service
- Safety Throughout the Community

Report Completed by: Trevor Stewart, IT Manager

Contract #

FIBER OPTIC INDEFEASIBLE RIGHT TO USE
AGREEMENT BY AND BETWEEN
DAKOTA COUNTY AND
CITY OF LAKEVILLE

FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT

This Agreement for the indefeasible right to use (or “IRU”) together with Attachments A and B, (collectively the “Agreement” or the “IRU Agreement”) is made by and between, County of Dakota, a Minnesota County government unit, acting by and through its Board of Commissioners (“County”) and City of Lakeville, a Minnesota municipal corporation acting through its, City Council (“City”). The County and City may be referred to herein individually as a “Party” or collectively as the “Parties.”

BACKGROUND

- A. City desires to obtain from the County the use of twelve strands of County-owned fiber to provide the City fiber connecting Lakeville Fairfield Water Tower to Lakeville City Hall as described in this Agreement; and
- B. County desires to obtain from the City the use of 24 strands of City-owned fiber to connect Fairfield 800 MHz Radio Tower with a fiber cable as described in this Agreement: and
- C. County agrees to grant to the City the right to use twelve strands of fiber and the City grants the use of twenty-four strands of fiber to County within certain Fiber Optic Cable segments on the terms and conditions set forth below:

DEFINITIONS

The following terms are used in this Agreement:

- A. “Right-of-Way” means the real property, including all fee simple, easements, access rights, rights of use and other interests, owned by or operated by a government entity, devoted to road or highway purposes.
- B. “Effective Date” is the date upon which all Parties have executed this Agreement.
- C. “Fiber” means a glass strand or strands which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- D. “Fiber Facilities” means a handhole, conduit, splice enclosures, and related equipment, but excluding any electronic or optronic equipment at termination points located in County facilities.
- E. “City IRU Assets” means the City’s IRU conduit, IRU Cable, IRU Fiber Facilities subject to this Agreement as more specifically described in Attachment B.
- F. “County IRU Assets” means the County’s IRU conduit, IRU Cable, IRU Fiber Facilities subject to this Agreement as more specifically described in Attachment A.
- G. “City IRU Cable” means Cable containing one or more Fibers, constructed, and owned by the City.
- H. “County IRU Cable” means Cable containing one or more Fibers, constructed, and owned by the County.
- I. “City IRU Fibers” means the specific City owned Fiber described in Attachment B, for which an IRU is granted to the County in the City IRU Cable pursuant to the terms of this Agreement.

- J. "County IRU Fibers" means the specific County owned Fiber described in Attachment A, for which an IRU is granted to the City in the County IRU Cable pursuant to the terms of this Agreement.
- K. "Indefeasible Right of Use" or "IRU" means an indefeasible right to use, maintain and manage the IRU Fibers and Fiber Facilities, provided, however, that granting of such IRU does not convey legal title to the IRU Fibers or Fiber Facilities.
- L. "Optical Splice Point" means a point where the County's or City's Cable is connected to another entity's Cable within a splice enclosure.
- M. "Relocation" means any physical movement of fiber optic cable or conduit required due to reconstruction, modification, change in grade, expansion or relocation of a County road or highway, or a City street or other public improvement.

In consideration of their mutual promises, the Parties expressly agree as follows:

ARTICLE I INSTALLATION AND LICENSES

Section 1.1 The City desires an IRU in the County IRU Fibers further described in Attachment A to this Agreement. In consideration of the mutual promises by the County and City in this Agreement, County grants an IRU to the City in twelve (12) strands of the County IRU Fibers as identified in Segment 1 on Attachment A. City shall be entitled to use the County IRU Fibers for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement. If the City generates revenue by allowing third-party commercial use or permits use by a third party that generate revenue for that third-party from the use of County IRU Fibers, 100% of the revenue generated by use of the County IRU Fibers shall be paid to the County.

Section 1.2 Subject to the terms and conditions of this Agreement, County hereby grants to City a license to access and use the County IRU Fibers within the County IRU Cable as delineated in Attachment A for City use in accord with and during the terms of this Agreement..

Section 1.3 The County IRU Fibers are provided to the City "as is." If any new Fiber Facilities or any fiber splices are needed to interconnect County IRU Fibers to the City network, the City shall be responsible for coordinating this work with County and shall pay all costs and fees associated with connecting the County IRU Fibers to other fibers not owned by County for City network purposes.

Section 1.4 The County desires an IRU in the City IRU Fibers further described in Attachment B to this Agreement. In consideration of the mutual promises by the County and City in this Agreement, City grants an IRU to the County in twenty-four (24) strands of the City IRU Fibers as identified in Segment 2 on Attachment B. County shall be entitled to use the City IRU Fibers for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement. If the County generates revenue by allowing third-party commercial use or permits use by a third party that generate revenue for that third-party from the use of City IRU Fibers, 100% of the revenue generated by use of the City IRU Fibers shall be paid to the City.

Section 1.5 Subject to the terms and conditions of this Agreement, the City hereby grants to the County a license to access and use the City IRU Fibers within the City IRU Cable as delineated in Attachment B for County use in accord with and during the terms of this Agreement.

Section 1.6 The City IRU Fibers are provided to the County “as is.” If any new Fiber Facilities or any fiber splices are needed to interconnect IRU Fibers to the County network, the County shall be responsible for coordinating this work with the City and shall pay all costs and fees associated with connecting the City IRU Fibers to other fibers not owned by the City for County network purposes.

Section 1.7 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree nothing in this Agreement shall operate to limit, interfere with, or otherwise adversely affect either Party’s right to manage, control, construct, relocate, maintain, replace, and expand the portion of its fiber optic network equipment and infrastructure that is not subject to this Agreement, and is not included in the description of Fiber and Fiber Facilities in the Attachments.

Section 1.8 No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party, which shall not be unreasonably delayed or withheld. If assignment of this Agreement is approved, an assignment agreement shall be fully executed and approved by the same Parties, or their successors in office. The Parties shall sign all papers and agreements needed to affect such transfer.

ARTICLE II EFFECTIVE DATE AND TERM

The term of this agreement shall begin on the execution of this Agreement by all Parties and shall remain in full force and effect for the useful life of the infrastructure, unless extended or sooner terminated at any other point by agreement of the Parties in writing or by one of the events in Article IX, section 9.2 of this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 City’s use of the County IRU Fibers shall comply with all applicable governmental codes, ordinances, laws, rules, regulations, and/or restrictions.

Section 3.2 The County represents and warrants it has the right to grant an IRU in the County IRU Fibers.

Section 3.3 County’s use of the City IRU Fibers shall comply with all applicable governmental codes, ordinances, laws, rules, regulations, and/or restrictions.

Section 3.4 The City represents and warrants it has the right to grant an IRU in the City IRU Fibers.

ARTICLE IV LIABILITY; INDEMNIFICATION

Section 4.1 Neither City nor the County shall be liable to the other for any indirect, special, punitive, or consequential damages arising under this Agreement or from any breach or partial breach of the

provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors, and/or agents.

Section 4.2 To the extent permitted by law, County assumes, releases and agrees to indemnify, defend, protect and save the City (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of County, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

To the extent permitted by law, the City assumes, releases and agrees to indemnify, defend, protect and save the County (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of the City, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

Notwithstanding the foregoing, such indemnity is limited to the amount of available insurance coverage, and nothing herein shall be considered as a waiver of the County's and the City's statutory tort limits under Minn. Stat. Chap. 466.

Section 4.3 Nothing contained herein shall operate as a limitation on the right of either Party to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation, or use of a Party's Fiber Facilities, Cable, or IRU Fibers; provided, (i) neither Party to this Agreement shall have any claim against the other Party for indirect, incidental, special, punitive, or consequential damages (including, but not limited to, any claim from any customer for loss of services), and (ii) each Party shall assign such rights or claims, execute such documents, and do whatever else may be reasonably necessary to enable the injured Party to pursue any action against such third party.

ARTICLE V FORCE MAJEURE

The obligations of the Parties hereto are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

ARTICLE VI

MAINTENANCE, REPAIR, FEES /RELOCATION OF CABLE

Section 6.1 Maintenance. County shall maintain the County IRU Fibers and Fiber Facilities or contract with a third party for maintenance, breaks and fixes. County agrees to be responsible for 100% costs in maintenance, breaks, and fixes in Segment 1 as described on Attachment A.

Section 6.2 Maintenance. City shall maintain the City IRU Fibers and Fiber Facilities or contract with a third party for maintenance, breaks and fixes. City agrees to be responsible for 100% costs in maintenance, breaks, and fixes in Segment 2 as described on Attachment B.

Section 6.3 Fees. Neither Party will impose, and neither Party shall pay a fee, maintenance, or repair cost for the use of the other Party's Fiber Facilities and IRU Fibers during the term of this Agreement, except as otherwise provided for in Section 6.4.

Section 6.4 In the event either Party abandons or otherwise terminates its right to use the other Party's IRU Fibers pursuant to this Agreement, the Parties shall confer and will amend this Agreement to permit the imposition of charges for the use of the remaining IRU Fibers according to the IRU grantor's then-current applicable rates.

Section 6.5 Future Splicing. Costs for future splicing shall be the responsibility of the Party requesting the splicing. Splicing shall be performed by a contracted third party as agreed by the Parties.

Section 6.6 Relocation. The City will be responsible for relocation of any City-owned Fiber Facilities that are part of Segment 1. The County will be responsible for relocation of any County-owned Fiber Facilities that are part of Segment 2.

ARTICLE VII

CONFIDENTIALITY

The Parties agree and recognize this Agreement as well as information and documents the Parties receive from one another during the term of this Agreement may be considered public data under the Minnesota Government Data Practices Act, Minn. Stat. Ch 13, as amended and all associated rules. The Parties agree to comply with the Minnesota Government Data Practices Act as it applies to all data provided by the Parties under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either Party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Party. If either Party receives a request to release data arising out of or related to the Fiber Facilities or the use, operation, or maintenance thereof, the Party receiving the request must immediately notify the other Party of the request. The Parties will promptly consult and discuss the best way to respond to the request.

ARTICLE VIII

ABANDONMENT; TERMINATION; EFFECT OF TERMINATION

Section 8.1 Should the County decide to abandon all or part of the County IRU Fibers during the term of this Agreement, it may do so by providing six (6) months' notice informing City in writing of its intent to abandon. Such abandonment shall be at no cost to either Party except as set forth in this Article. If County provides notice of intent to abandon, City may notify the County prior to the expiration of the notice period of its intent to take ownership of the County IRU Fibers. If the City provides timely notice of its intent to take ownership, the Parties will execute any agreements or documents transferring legal title of the County IRU Fibers to City. Each Party to bear their own costs associated with executing any agreements or documents to transfer legal title under this Article.

Section 8.2 Should City decide it no longer requires use of the County IRU Fibers during the term of this Agreement, it may require amendment of this Agreement by removing its IRU in the County IRU Fibers. Such amendment shall not affect the County's IRU in the City IRU Fibers under this Agreement, except as provided in Section 6.4.

Section 8.3 Should the City decide to abandon all or part of the City IRU Fibers during the term of this Agreement, it may do so by providing six (6) months' notice informing County in writing of its intent to abandon. Such abandonment shall be at no cost to either Party except as set forth in this Article. If City provides notice of intent to abandon, County may notify the City prior to the expiration of the notice period of its intent to take ownership of the City IRU Fibers. If the County provides timely notice of its intent to take ownership, the Parties will execute any agreements or documents transferring legal title of the City IRU Fibers to County. Each Party to bear their own costs associated with executing any agreements or documents to transfer legal title under this Article.

Section 8.4 Should County decide it no longer requires use of the City IRU Fibers during the term of this Agreement, it may require amendment of this Agreement by removing its IRU in the City IRU Fibers. Such amendment shall not affect the City's IRU in the County IRU Fibers under this Agreement, except as provided in Section 6.4.

Section 8.5 This Agreement shall terminate upon written notice from either Party to the other if a default occurs that is not cured within the time allowed hereunder.

Section 8.6 If the Agreement terminates under Article VIII, Section 8.5 based on a Party's default, the non-defaulting Party shall not have any liability to the defaulting Party, and the defaulting Party shall be liable for such damages to the non-defaulting Party as the non-defaulting Party may establish in a court of law, except as limited by this Agreement. Upon termination of this Agreement for any reason, the Parties agree to promptly execute any documents reasonably required to affect such termination.

ARTICLE IX

DEFAULT

Section 9.1 Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting Party written notice of such default and the defaulting Party shall have failed to cure the default within thirty (30) days after receipt of such notice; provided, that where a default cannot

reasonably be cured within the thirty (30) day period, if the defaulting Party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice or until the default is cured, whichever is shorter.

Section 9.2 Upon the failure by the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party may take any action it determines, in its discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.

ARTICLE X NOTICES

Section 10.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to City:
City of Lakeville
Attn: City Administrator
20195 Holyoke Avenue
Lakeville, MN 55044

If to County:
Dakota County Board
Attn: Deputy County Manager
1560 Highway 55
Hastings, MN 55033

With a copy to:
City Attorney
Attn: City Attorney
Grand Oak Office Center I
860 Blue Gentian Road Suite 290
Eagan, MN 55121

With a copy to:
Dakota County Attorney's Office
Attn: Civil Division
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033

Section 10.2 Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgment of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt.

ARTICLE XI LIMITATION ON PROPERTY INTEREST

This Agreement does not grant the City any property interest, or estate in, or lien upon County's property, County's IRU Assets, or any components thereof, or any intellectual property, except for use of the IRU Fibers during the term of this Agreement. All liens, claims, and charges of the City shall not attach to any interest of County or in any property owned by County.

This Agreement does not grant County any property interest, or estate, in or lien upon City's property, any optical fiber network owned by the City or any components thereof, or any intellectual property. All liens, claims, and charges of the County shall not attach to any interest of City or in any property owned by City.

ARTICLE XII GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The Parties agree any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

ARTICLE XIII INDEPENDENT CONTRACTOR

The performance by County and the City of all duties and obligations under this Agreement shall be as independent local government unit and independent commercial operator and not as agents of the other Party, and no person employed or utilized by a Party shall be considered the employee or agent of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization. The Parties agree this Agreement does not create a partnership between, or a joint venture of, City and County.

ARTICLE XIV MISCELLANEOUS

Section 14.1 The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this IRU Agreement.

Section 14.2 When interpreting this Agreement, words used in the singular shall include the plural and the plural, the singular, and “of” is used in the inclusive sense, in all cases where such meanings would be appropriate.

Section 14.3 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, then the Parties hereby waive such provision to the extent that it is found to be invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such provision, to the extent allowable by law and the preceding sentence, shall not be voided or canceled, but instead will be modified by such court so that it becomes enforceable with all of the other terms of this Agreement continuing in full force and effect.

Section 14.4 This Agreement may be amended only by a written instrument executed by all Parties.

Section 14.5 No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

Section 14.6 All actions, activities, consents, approvals and other undertakings of the Parties in this IRU Agreement shall be performed in a reasonable and timely manner.

Section 14.7 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

Section 14.8 This Agreement is solely for the benefit of the Parties hereto and their permitted successors and assigns.

**ARTICLE XV
ENTIRE AGREEMENT**

This Agreement and any Attachments referenced and attached, or to be attached through any amendment constitutes the entire agreement between the Parties and supersede all prior negotiations, understandings and agreements, whether oral or written.

CITY OF LAKEVILLE

By: _____

Its:

Date: _____

DAKOTA COUNTY

By: _____
Deputy County Manager

Date: _____

By: _____
Assistant County Attorney

Date: _____

File No : _____

Board. Resolution



Date: 11/17/2025

Muslim American Society of Minnesota Conditional Use Permit

Proposed Action

Staff recommends adoption of the following motion: Staff recommends adoption of the following motion: Move to approve the conditional use permit and adopt the findings of fact for a religious institution for the Muslim American Society of Minnesota.

Overview

Representatives of the Muslim American Society of Minnesota have submitted a conditional use permit application and plans for a religious institution to be located at 8670 210th Street. The use will occupy the entire 5,244 square foot building and is zoned O-R, Office/Residential Transition District, which allows religious institutions by conditional use permit. The applicant submitted a floor plan of the lower level, showing proposed revisions that would create two prayer rooms with space for up to 143 attendees. Forty-eight parking spaces are required for the use and 75 spaces are available on site. There are no proposed changes to the exterior of the building.

The Planning Commission held a public hearing on November 6, 2025 to consider the conditional use permit request. Ten people spoke at the meeting; eight residents spoke in support of the request, one resident requested that the hearing be tabled because he received the public hearing notice four days prior to the meeting, and the final speaker was from a nearby church clarifying that their organization did not have an agreement with the applicants to allow their sites to be used for overflow parking on certain occasions. State law states that a public hearing is not invalid if a property owner doesn't receive a hearing notice and the applicant revised the narrative to remove reference to any shared parking agreements or opportunities on adjacent parcels. The Planning Commission unanimously recommended approval, subject to six stipulations.

Supporting Information

1. Conditional Use Permit form and findings of fact
2. November 6, 2025 Planning Commission draft meeting minutes
3. Planning Report + exhibits

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging 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 the Muslim American Society of Minnesota to allow a religious institution in the O-R, Office/Residential Transition District located at 8670 210th Street.
2. Property. The permit is for the following described property in the City of Lakeville, Dakota County, Minnesota:

Lot 1, Block 1, Old School Addition, according to the recorded plat thereof, Dakota County, Minnesota.
3. Conditions. This conditional use permit is issued subject to the following conditions:
 - a) The maximum total capacity of the two prayer rooms shall not exceed 143 persons.
 - b) The floor plan shall be consistent with the plan and narrative described in the application and approved by the City Council to ensure compliance with Zoning Ordinance requirements.
 - c) A building permit shall be issued prior to commencing interior alterations on the building interior that require a permit.
 - d) Signs require a sign permit to be issued prior to installation and must meet Zoning Ordinance requirements.
 - e) Parking shall not occur on any public street.
 - f) The use and site shall be in compliance with any federal, state, or county law or regulation that is applicable and any related permits shall be obtained and documented to the city.

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: November 17, 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 7th day of **November 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**

**MUSLIM AMERICAN SOCIETY OF MINNESOTA CONDITIONAL USE PERMIT
FINDINGS OF FACT AND DECISION**

On November 6, 2025 the Lakeville Planning Commission met at their regularly scheduled meeting to consider the request of the Muslim American Society of Minnesota for a conditional use permit to allow a religious institution use in the O-R, Office/Residential Transition District located at 8670 210th Street. 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. 6, which guides the property for Office/Residential Transition.
2. The property is zoned O-R, Office/Residential Transition District.
3. The legal description of the property is:

Lot 1, Block 1, Old School 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 religious institution use is consistent with the policies and provisions of Planning District 6 of the 2040 Comprehensive Land Use Plan.

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

Finding: The proposed religious institution use is compatible with the existing land uses in the area provided compliance with the 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 religious institution use will conform with all performance standards set forth in the Zoning Ordinance given compliance with the approved 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 use 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 proposed religious institution and can be accommodated by the adjacent public streets.

5. The planning report dated October 30, 2025 and revised November 12, 2025 prepared by Kris Jenson, Planning Manager is incorporated herein.

DECISION

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

Dated: November 17, 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

BY: _____
Ann Orlofsky, City Clerk

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Traffas asked if the city forester reviewed this and if the tree preservation ordinance applied to this situation. Ms. Botten stated she would have the City Forester look at it prior to the City Council meeting.

Motion was made by Kaluza, seconded by Swenson to recommend to City Council approval of the conditional use permit to allow the combination of accessory buildings to exceed the gross floor area of the principal structure in the R/A, Rural/Agricultural District located at 16415 Klamath Trail and approval of the findings of fact dated November 6, 2025, subject to the following stipulations:

1. The accessory building shall be constructed in the location identified on the site plan approved with the conditional use permit.
2. Exterior building materials shall conform with the standards and criteria in section 11-17-9 of the Zoning Ordinance.
3. The detached accessory building shall be kept, used, and maintained in a manner that is compatible with the existing single-family home on the property and shall not present a hazard to the public health, safety and general welfare.
4. Sanitary sewer service shall not be provided to the detached accessory building, and the detached accessory building shall not be used as a dwelling.
5. No home occupation shall be conducted within any attached or detached accessory building on the property. No attached or detached accessory building on the property shall be used for the operation of any commercial business or storage of commercial equipment.
6. A building permit application shall be submitted to and approved by the Building Inspections Department prior to commencing construction.

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

Nays: 0

5b. Muslim American Society of Minnesota

Chair Zimmer opened the public hearing to consider the application of the Muslim American Society of Minnesota for a conditional use permit for a religious institution use to be located within an existing building at 8670 210th Street.

Muneeb Ahmed introduced the project. Mr. Ahmed stated he has been a resident of Lakeville for seven years and that the Lakeville Masjid will be a place for worship that will serve families and contribute positively to the city.

Ms. Jenson presented the staff report. Lakeville Masjid (mosque) is proposed to occupy the entire 5,244 square foot, two story building. The subject property is zoned O-R, Office Residential Transition District, which allows religious institutions by conditional use permit.

The mosque proposes prayer space for up to 143 attendees, with expected peak attendance to be around 125 people. The Zoning Ordinance requires one space per three seats of design capacity of the main assembly, which in this case is based on the rug layout within two prayer rooms in the lower level. Forty-eight parking spaces are required and the existing parking on site has 75 spaces, in excess of Zoning Ordinance requirements.

The applicant submitted a narrative that indicates that prayer services are held five times per day, with expected attendance of up to 20 people. The most heavily attended services are two prayer services on Fridays, held at noon and at 1:30 p.m., where attendance is expected to be upwards of 125 people. Ms. Jenson noted a correction to the narrative; while the nearby Grace Community Bible Church did give permission on one occasion for the mosque community to use their parking lot for an event, there is no agreement in place – formal or informal. Ms. Jenson also noted that she had received a question prior to the meeting as to whether there would be a call to prayer that is broadcast outside the building, and the applicant has indicated that the call to prayer would only be broadcast inside the building, not outside.

There is a shared parking easement for the site with the City of Lakeville, to allow up to 31 parking spaces for use by those using the adjacent outdoor ice rinks. The easement does not grant the City exclusive use of the spaces. The peak time of use for the rinks are evenings and weekends from late December through mid-February. The applicants are aware of the easement and do not anticipate any conflicts between the mosque attendees and rink users for parking spaces, given the different peak times for use.

Chair Zimmer opened the hearing to the public for comment.

The following people spoke in support of the CUP:

- *Mariam Abubakar, 20849 India Circle*
- *Saif Ali, 16771 Jacksonville Court*
- *Asha Ali, 7750 183rd Street West*
- *Sharafat Ali, 16771 Jacksonville Court*
- *Mohammed Nesro, 7682 207th Street West*
- *Jamal Syed, 18327 Ironstone Way*
- *Maeda Muneeb, 16097 Kennard Court*
- *Hibo Qanyare, 7072 205th Street West*

Additional public comment:

- *Mike White, 20675 Hollins Avenue, asked for a delay because he only received the postcard notification four days ago.*
- *Jeff Rich, Senior Pastor Grace Community Bible Church, wanted to clarify that there is not an agreement for overflow parking with the church.*

Motion was made by Kaluza, seconded by Swaney to close the public hearing at 6:31 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Zimmer asked for comments from the Planning Commission.

- Commissioner Kaluza asked for a review of the notification process and what the requirements are in the ordinance and statutes by Ms. Jenson. Ms. Jenson explained that state law requires the public hearing notification be published in the City's official newspaper at least 10 days in advance of the public hearing. State law also required that the city mail notification of the public hearing to all property owners within 350 feet of the subject property and that the Zoning Ordinance requires notification to all property owners within 500 feet. The postcards for the notice were mailed on October 23, 2025. State law also notes that a public hearing is not invalid if a property owner does not receive a public notice. Ms. Jenson stated it is unfortunate if the postcards were not delivered in a timely manner but they are mailed well in advance of that notification requirement for the public hearings.
- Commissioner Kaluza inquired about religious holidays where there may be a larger attendance than usual and how that situation is handled. Mr. Ahmed stated Masjid service is on Friday, and there are multiple sessions for Friday prayer, which is how they manage in other places. He also shared there are two major holidays – Eid al-Fitr and Eid al-Adha – for which they would combine with other congregations and lease space for the event. The covered rink at Hasse Arena was used earlier this year for such an event.
- Chair Zimmer asked if the parking lot is full, what is the solution. Mr. Ahmed said they have volunteer parking staff who would not allow any more people in the lot if the parking is full. Chair Zimmer inquired during the winter ice season if the parking spots are filled by people at the ice rinks would cars be towed. Mr. Ahmed stated he doesn't think the situation will happen and they would leave those 30 spots for people for the rink and just fill the other spots. If it happens, they will not have the cars towed.
- Commissioner Swaney asked if there would be a traffic study done for this situation. Ms. Jenson stated this is not a situation where a traffic study would be considered necessary.
- Commissioner Swenson stated that the Planning Commission sees plenty of religious institutions come forward typically that have the same parking requirements in place and this proposal meets the parking requirements.

Motion was made by Swenson, seconded by Tinsley to recommend to City Council approval of a conditional use permit to allow a religious institution within an existing building in the O-R, Office Residential Transition District, and approval of the findings of fact dated November 6, 2025, subject to the following stipulations:

1. The maximum total capacity of the two prayer rooms shall not exceed 225 persons.
2. The floor plan shall be consistent with the plan and narrative described in the application and approved by the City Council to ensure compliance with Zoning Ordinance requirements.

3. A building permit shall be issued prior to commencing interior alterations on the building interior that require a permit.
4. Signs require a sign permit to be issued prior to installation and must meet Zoning Ordinance requirements.
5. Parking shall not occur on any public street.
6. The use and site shall be in compliance with any federal, state or county law or regulation that is applicable and any related permits shall be obtained and documented to the city.

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

Nays: 0

There being no further business, the meeting was adjourned at 6:43 p.m.

Respectfully submitted,

Dawn Erickson, Community Development Recorder



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: October 30, 2025, revised November 12, 2025
Subject: Packet Material for the November 6, 2025 Planning Commission Meeting
Agenda Item: Muslim American Society of Minnesota - Conditional Use Permit
Action Deadline: December 15, 2025

INTRODUCTION

Representatives of the Muslim American Society of Minnesota have submitted a conditional use permit application and plans for a religious institution use to be located within an existing building at 8670 210th Street. Lakeville Masjid (mosque) is proposed to occupy the entire 5,244 square foot, two story building. The subject property is zoned O-R, Office Residential Transition District, which allows religious institutions by conditional use permit.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Applicant's Narrative
- D. Floor Plan

Surrounding Land Uses, Zoning, and Comprehensive Plan Designation

Direction	Existing Use	Land Use Plan	Zoning
North	Apartment buildings	High Density Residential	RH-1 Multiple Family Residential
South	McGuire ice rinks	Public & Quasi Public	P/OS Public Open Space
East	Single Family Home	Low/Medium Res.	RST-1, Single & Two Family
	Lake Village Apartments	High Density Res.	RH-1, Multiple Family
West	Single Family Home, Grace Community Bible Church	Office/Residential Transition	Office/Residential Transition

PLANNING ANALYSIS

The subject property consists of a 5,244 square foot building previously used primarily as office space. The property is 1.88 acres in area and consists of a 75-space parking lot. The property is guided O/RT, Office/Residential Transition and zoned O-R, Office/Residential Transition District. The proposed religious institution has been reviewed for compliance with Zoning Ordinance performance standards for a conditional use permit.

Applicant Narrative. Muneeb Ahmed, representing the applicant, submitted a narrative (Exhibit C) of the proposed mosque and its related activities. On Friday, Jumuah prayers are held at noon and at 1:30 pm; these services are the largest gathering of the week. Each service includes a 30-minute sermon followed by prayer, for a total of about 40 minutes and it is expected that each service will have approximately 80-150 attendees. There will be religious study classes, youth group, family nights, etc. that typically occur on evenings and weekends. Staff has reviewed the narrative and has determined that the activities indicated are compatible with the proposed site. After the November 6 Planning Commission meeting, the applicant revised the narrative to remove any reference to shared parking opportunities with nearby properties.

Building Modifications. The lower level of the building, where the prayer rooms are planned to be located, requires remodeling before the space can be used for the gatherings due to changes by a previous owner, including to that of egress from the structure. The applicant and their architect have been working with the Building Official to identify and confirm required updates and the CUP includes a stipulation that a building permit is required prior to any interior alterations. Staff was approached after the Planning Commission meeting by a resident who attended the public hearing and questioned whether the lower level of the building could be occupied. Since that time, staff have confirmed with the Building Official that while there are currently issues with the lower level, it has not been condemned and can be used with limited capacity. The proposed changes to allow greater capacity for the space requires a building permit and the certificate of occupancy to be updated at the end of the project.

Parking. The existing site includes 75 parking spaces. The floor plan (Exhibit D) shows prayer space for 143 attendees, though the expected peak attendance is typically up to 125 people. The Zoning Ordinance requires one space per three seats of design capacity of the main assembly. In the case of the mosque, the design capacity is based on the rug layout within two rooms in the lower level, rather than one main assembly room as they will both be used for prayer services. Forty-eight parking spaces are required and the existing parking on site is adequate to accommodate the mosque's parking demand.

In early 2020, the City entered into an easement agreement with Wisconsin Lutheran Child & Family Services, Inc., the property owner of the site at that time, to allow up to 31 spaces to be available for those using the outdoor ice rinks, which are heavily used on the evenings and weekends from late December to early February, depending upon the weather. The agreement, however, does not give the City the exclusive rights to use the spaces. Mr. Ahmed has stated that they are aware of the easement agreement and he has indicated to staff that he and other representatives do not anticipate any conflicts between the mosque attendees and rink users for parking spaces, given the different peak times for use.

Signs. There are currently no signs at the site. Should the applicant wish to install a wall and/or freestanding sign, a permit must be issued prior to installation.

Section 11-4-7 of the Zoning Ordinance includes general performance standards for the evaluation of conditional use permit requests. Staff's review of the applicable criteria as they pertain to the conditional use permit request for Lakeville Masjid is as follows:

- A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated and adequate right of way shall be provided.**

The subject site accesses 210th Street, a major collector street, which has sufficient capacity to serve the proposed use.

- B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with chapter 19 of this title.**

No changes are proposed to the existing parking lot.

- C. If applicable, pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.**

There is a sidewalk along the south side of 210th Street, and a sidewalk leading from 210th Street to the front entrance of the building, which allows for pedestrian circulation that is protected from encroachment by parked or moving vehicles.

- D. Adequate off street parking and off street loading shall be provided in compliance with chapters 19 and 20 of this title.**

The mosque anticipates a peak attendance of 80-125 people at each Jumuah (Friday prayers) service. The Zoning Ordinance requires that religious institutions provide parking at a ratio of one parking space for each three seats of the capacity of the main assembly hall. The Zoning Ordinance requires 48 parking spaces and 75 are provided. Vehicle parking is not permitted along 210th Street.

- E. Loading areas and drive-up facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any "adjacent" residential use or district, and provided in compliance with chapter 20 of this title.**

A loading area is not applicable for the proposed mosque.

- F. Whenever a nonresidential use "is adjacent to" a residential use or district, a buffer area with screening and landscaping shall be provided in compliance with chapter 21 of this title.**

The use is located within an existing structure; no additional landscaping is required.

- G. General site screening and landscaping shall be provided in compliance with chapter 21 of this title.**

The building and parking lot are existing; no additional landscaping is required.

- H. All exterior lighting shall be so directed so as not to cast glare toward or onto the public right of way or neighboring residential uses or districts, and shall be in compliance with section 11-16-17 of this title.**

There are no changes proposed to lighting on the parcel. Lighting is allowed by the Zoning Ordinance but it must be down-cast type lighting and shall not glare onto adjacent properties. Lighting is not allowed to exceed one foot candle of intensity at any property line.

- I. Potential exterior noise generated by the use shall be identified and mitigation measures as may be necessary shall be imposed to ensure compliance with section 11-16-25 of this title.**

The applicants have indicated that no outdoor sound amplification is planned for the site. Noise is restricted to the thresholds allowed by the Minnesota Pollution Control Agency.

- J. The site drainage system shall be subject to the review and approval of the city engineer.**

Not applicable. There are no proposed changes to the footprint of the building or to the parking lot.

- K. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing or potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.**

There is no proposal to increase or modify the outside dimensions or appearance of the building at this time.

- L. Provisions shall be made for daily litter control, an interior location for recycling, and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with section 11-18-11 of this title.**

A trash enclosure exists on site or trash containers can be kept indoors; either is acceptable for the handling of trash for the site.

- M. All signs and informational or visual communication devices shall be in compliance with chapter 23 of this title.**

No identifying signage is proposed with this conditional use permit. If signage is proposed at a later date, it would be required to be in compliance with Zoning Ordinance requirements.

- N. The use and site shall be in compliance with any federal, state or county law or regulation that is applicable and any related permits shall be obtained and documented to the city.**

This provision shall be a stipulation of the conditional use permit.

- O. Any applicable business licenses mandated by this code are approved and obtained.**

No business licenses are required for the proposed religious use.

- P. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.**

The proposed days and hours of assembly occupancy are considered compatible with the surrounding uses.

- Q. The use complies with all applicable performance standards of the zoning district in which it is located and where applicable, any nonconformities shall be eliminated.**

There are no other known zoning non-conformities with the property or building.

RECOMMENDATION

Community Development staff has determined that the CUP request for a religious institution use meets Zoning Ordinance requirements and therefore recommends approval, subject to the following stipulations:

1. The maximum total capacity of the two prayer rooms shall not exceed 143 persons.
2. The floor plan shall be consistent with the plan and narrative described in the application and approved by the City Council to ensure compliance with Zoning Ordinance requirements.

3. A building permit shall be issued prior to commencing interior alterations on the building interior that require a permit.
4. Signs require a sign permit to be issued prior to installation and must meet Zoning Ordinance requirements.
5. Parking shall not occur on any public street.
6. The use and site shall be in compliance with any federal, state, or county law or regulation that is applicable and any related permits shall be obtained and documented to the city.

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



HOLYOKE AVE

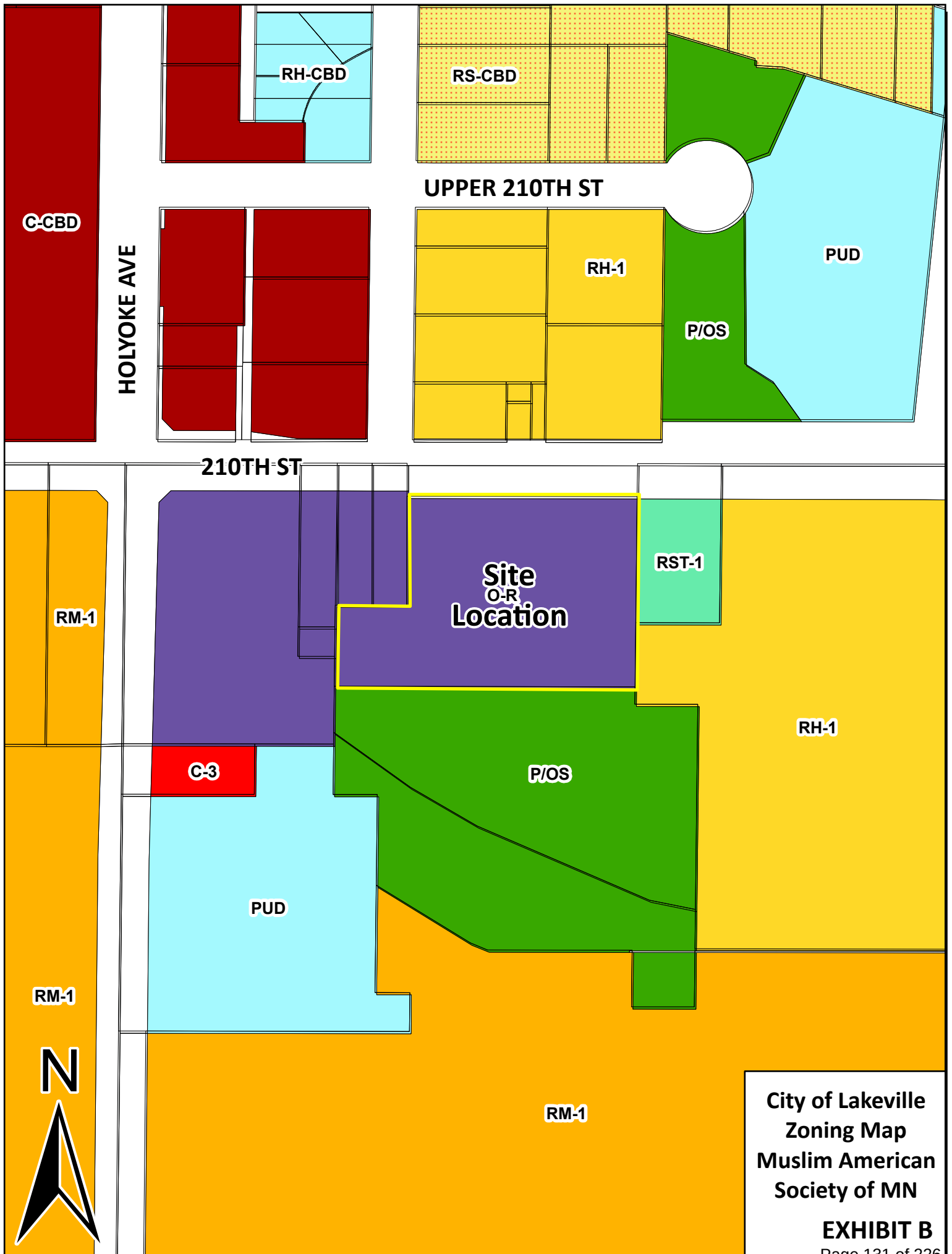
210TH ST

Site
Location



City of Lakeville
Location Map
Muslim American
Society of MN

EXHIBIT A
Page 130 of 226



Conditional Use Permit (CUP) Narrative

Date: Nov 7th, 2025

Project Name: Lakeville Masjid

Applicant: Muslim American Society of Minnesota

Location: 8670 210th Street West, Lakeville, MN 55044

Contact: [REDACTED]

Overview

The proposed **Lakeville Masjid** will serve as a neighborhood religious center providing worship, learning, and community services for Muslim residents of Lakeville and surrounding areas. The facility will host five daily prayers, weekly Friday (Jumuah) congregational prayers, Islamic educational programs, and community events.

Beyond serving the Muslim community, the Masjid aims to be an active part of Lakeville's broader faith and civic landscape. It will welcome interfaith dialogue, collaborative service projects, and educational visits to help strengthen mutual understanding and respect among people of all beliefs. The goal is to foster a sense of shared community rooted in compassion, learning, and good neighborliness.

Building Use and Operations

The Masjid will be open daily for worship, religious learning, and limited community activities. Activities will primarily take place indoors. The Masjid will not operate late-night or large-scale events outside of religious functions.

1. Daily Prayers

- **Frequency:** Five times daily (Fajr, Dhuhr, Asr, Maghrib, Isha)
- **Prayer times:** Vary throughout the year; updated times can be viewed at https://masjidal.com/widget/monthly/?masjid_id=xdNPqnLV
- **Duration:** Each prayer lasts approximately **10–20 minutes**
- **Attendance:** 5–20 attendees per prayer, with slightly higher attendance for Isha
- **Traffic:** Minimal and staggered, as attendees arrive and depart within a short window

2. Friday (Jumuah) Prayers

- **Frequency:** Every Friday (2 services)
- **Times:** 12:00 PM and 1:30 PM
- **Duration:** 30-minute sermon followed by prayer (total 40 minutes)
- **Expected Attendance:**
 - o First service: approximately 80 attendees
 - o Second service: approximately 125 attendees
- **Traffic:** Peak activity will occur between 12:00 PM and 2:00 PM

3. Religious Programs

- **Evening & Weekend Programs:** Quran, Arabic, and Islamic studies for children and adults
 - **Average Attendance:** 10–30 students per session
 - **Special Programs:** Guest lectures, youth programs, family nights, and Ramadan iftars
 - **Community Focus:** Educational, spiritual, interfaith and civic engagement activities
-

Traffic Management Plan

The Lakeville Masjid has developed a comprehensive traffic and parking plan to ensure safe and efficient traffic flow during peak times, particularly Fridays.

Parking Details:

- **On-site Parking:** 75 spaces
- **Building Capacity:** 143 occupants
- **Traffic Flow:** Clearly marked entry and exit points with directional signage

Traffic Management Measures:

- Two staff members will manage parking during Jumuah prayers
 - “No double parking” policy strictly enforced; once parking lot is full, attendees will be asked to return for a later service
 - Carpooling encouraged among attendees and families
-

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
ARCHITECT UNDER THE LAWS OF
THE STATE OF MINNESOTA.

James A. Mackey
JAMES A. MACKEY
DATE: 5/21/25 LIC. NO. 23018

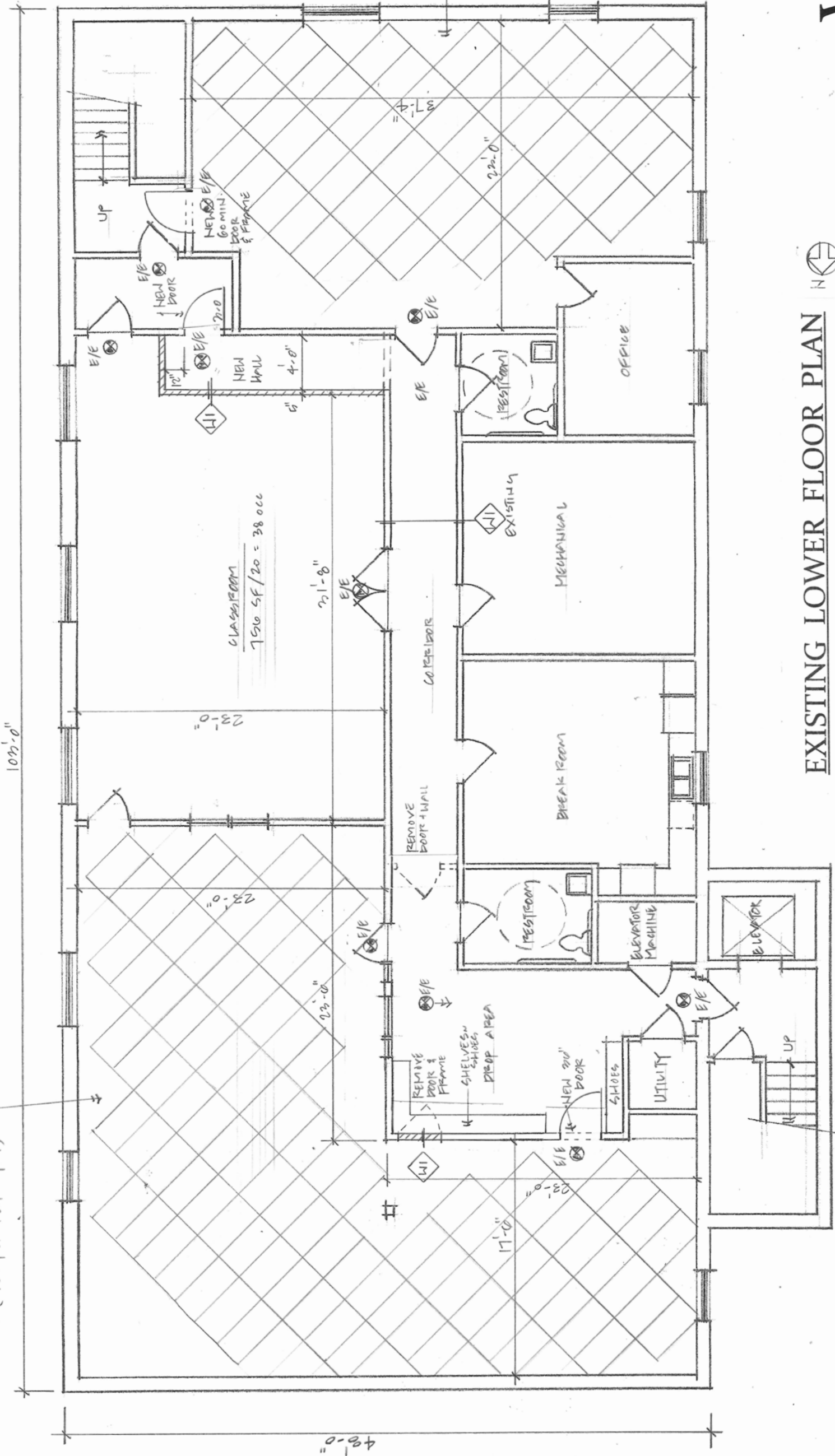
REV 7/28/2025
10/23/2025

E/E LED EXIT/EMERGENCY
LIGHT

WOMEN'S PRAYER
812 SF/10 = 81.0cc
(51± PER RUG LAYOUT)

DOORS & CORRIDORS
20 MINUTE FIRE RATING

MEN'S PRAYER
1340 SF/10 = 134.0cc
(92± PER RUG LAYOUT)



EXISTING LOWER FLOOR PLAN

1/8" = 1' - 0"

WALL TYPES
W1 3 5/8" METAL STUDS @ 16" O.C. WITH 5/8" TYPE 'X' GYPSUM BD EACH SIDE / SOUND INSULATION ~ 1 Hr FIRE RATING

WLFCs

8670 210th Street W
Lakeville, Minnesota



Date: 11/17/2025

Contract for Rehabilitation of Well No. 6.

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Bergerson-Caswell, Inc. for the rehabilitation of Well No. 6.

Overview

The City operates 20 deep water wells that provide water service to the community. On average, the City pumps 7.5 million gallons of water per day. To ensure reliable service and reduce the risk of mechanical failure during high-demand periods, all wells are maintained on a scheduled basis. Submersible wells should be inspected and rehabilitated every 10 years.

Well No. 6 is a submersible well and is scheduled for inspection and rehabilitation. After the well pump and motor are removed and inspected, a detailed report will be provided to City staff to determine if repairs or component replacements are needed.

City staff solicited quotes from six qualified well contractors and four quotes were submitted. The contract award is recommended based on both the base quotation price and contractor qualifications. Bergerson Caswell, Inc. submitted the lowest base quotation of \$134,373. Quotes received ranged up to \$187,840. Staff recommends awarding the contract to Bergerson Caswell, Inc. based on their low bid and qualifications.

Alternate quotation items were also received but are not recommended for award at this time. These items may be used if additional work is required after inspection. The project will be funded through the Water Fund.

Supporting Information

1. Agreement Bergerson-Caswell unsigned
2. BC Lakeville Well 6 Rehab
3. Quote Summary Well 6 - 11.12.25

Financial Impact: \$134,373 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Steve Ferraro, Public Works Coordinator
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**FORM OF AGREEMENT
BETWEEN CITY OF LAKEVILLE AND CONTRACTOR
FOR NON-BID CONSTRUCTION CONTRACT**

THIS AGREEMENT made this 17th day of November 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“Owner” or “City”) and **_Bergerson-Caswell_**, a **_Minnesota Corporation_** (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. Request for Quote Packet; dated October 24, 2025.
- C. City of Lakeville 2020 Standard Specifications.
- D. EJCDC C-700 2018 Edition, as amended by City of Lakeville Supplementary Conditions to the General Conditions.
- E. City of Lakeville 2025 Submersible Well Rehabilitation Technical Specifications.
- F. Contractor’s Quotation Form.

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

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents. Contractor shall not begin any work until the City has received the signed contract and has reviewed and approved the insurance certificates and has given the Contractor a written notice to proceed. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances. City shall not be responsible for discovering deficiencies in the accuracy of Contractor’s services.

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor’s Proposal and in an amount not to exceed **_One-Hundred Thirty-Four Thousand Three-Hundred Seventy-Three_** and 00/100 dollars (**\$134,373.00**). Additional work performed without the City’s written approval will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the City Engineer. All of the Contractor’s work and labor shall be subject to the inspection and approval of the City Engineer. If any materials or labor are rejected by the City Engineer as defective or

unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City Engineer at the Contractor's sole cost and expense.

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

C. Payments to Subcontractors.

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

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

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

5. **COMPLETION DATE.** All Work must be completed by May 15, 2026.

6. **CONTRACTOR'S REPRESENTATIONS.**

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

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

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

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

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

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

The following coverages shall be included:

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

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

Workers Compensation

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

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

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

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

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

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

9. WARRANTY. The Contractor warrants all public utility work to be performed by it pursuant to this Agreement against poor material and faulty workmanship. **A two-year warranty bond in the amount of the project's final cost shall be required prior to close-out of project.**

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

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

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

12. MISCELLANEOUS.

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

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

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

OWNER:
CITY OF LAKEVILLE

CONTRACTOR:

BY: _____
Luke M. Hellier, Mayor

BY: _____
Its: _____

AND _____
Ann Orlofsky, City Clerk

CONTRACTOR: BERGERSON-CASWELL

QUOTE FORM

2025 WELL REHABILITATION PROJECT Well No. 6

LAKEVILLE, MINNESOTA

THIS QUOTE IS SUBMITTED TO:

The City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

- 1.01** The undersigned contractor proposes and agrees, if this Quote is accepted, to enter into an Agreement with OWNER in the form included in the Quoting Documents to perform all Work as specified or indicated in the Quoting Documents for the prices and within the times indicated in the Quote and in accordance with the other terms and conditions of the Quoting Documents.
- 2.01** The Quote will remain subject to acceptance for 60 days after the opening, or for such longer period of time that Contractor may agree to in writing upon request of OWNER.
- 3.01** In submitting this Quote, Contractor represents, as set forth in the Agreement, that:
- A. Contractor has examined and carefully studied the Quoting Documents, the other related data identified in the Quoting Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.

#1

Addendum Date

10/31/25

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.05 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Quoting Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Quote for performance of the Work at the price(s)

quoted and within the times and in accordance with the other terms and conditions of the Quoting Documents.

- G. Contractor is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Quoting Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Quoting Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Quoting Documents.
- I. Contractor has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Quoting Documents, and the written resolution thereof by ENGINEER is acceptable to Contractor.
- J. The Quoting Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Quote is submitted.

4.01 Contractor further represents that:

- A. The prices in this Quote have been arrived at independently, without consultation, communication or agreement as to any matters relating to such prices with any other Contractor or with any competitor for the purpose of restricting competition.
- B. The prices in this Quote have not or will not be knowingly disclosed to any other Contractor or competitor prior to opening of the Quotes.
- C. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a Quote for the purpose of restricting competition.

4.02 Contractor understands that the law may require the Owner, or Engineer at the Owner's direction, to undertake an investigation and submit an evaluation concerning Contractor's responsiveness, responsibility and qualifications before awarding a contract. Contractor hereby waives any and all claims, of whatever nature, against Owner, Engineer and their employees and agents, which arise out of or relate to such investigation and evaluation, and statements made as a result thereof, except for statements that can be shown by clear and convincing evidence to be intentionally false and made with actual malice. Nothing in this paragraph is intended to restrict Contractor's rights to challenge a contract pursuant to law.

5.01 Contractor will complete the Work in accordance with the Contract Documents for the following price(s):

- A. All specific cash allowances are included in the price(s) set forth below and have been computed in accordance with paragraph 13.03 of the General Conditions.
- B. Unit Prices have been computed in accordance with paragraph 13.03 of the General Conditions.
- C. Contractor acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Document

Line	Category	Item	Base/ Alt	Project Quantity	Unit Price	Extended Price
1	Schedule A: Base Items	1 (LS) Mobilize/Demobilize	Base	1	\$ 5,305 ⁰⁰	\$ 5,305 ⁰⁰
2	Schedule A: Base Items	2 (LS) Remove/reinstall submersible well installation	Base	1	\$ 10,940 ⁰⁰	\$ 10,940 ⁰⁰
3	Schedule A: Base Items	3 (LS) Recondition pump	Base	1	\$ 1,259 ⁰⁰	\$ 1,259 ⁰⁰
4	Schedule A: Base Items	4 (EA) Furnish and install wear rings-including impeller and casting machining	Base	3	\$ 995 ⁰⁰	\$ 2,985 ⁰⁰
5	Schedule A: Base Items	5 (EA) Furnish and install bowl shaft	Base	1	\$ 814 ⁰⁰	\$ 814 ⁰⁰
6	Schedule A: Base Item	6 (EA) Furnish and install set of pump bearings	Base	1	\$ 1060 ⁰⁰	\$ 1060 ⁰⁰
7	Schedule A: Base Items	7 (EA) Furnish and install new submersible motor 125hp 3600Rpm	Base	1	\$ 17,172 ⁰⁰	\$ 17,172 ⁰⁰
8	Schedule A: Base Items	8 (LF) Furnish and install power cable 4/0 w/ ground	Base	375	\$ 15 ⁰⁰	\$ 5,625 ⁰⁰
9	Schedule A: Base Items	9 (EA) Furnish and install waterproof cable splice kit	Base	1	\$ 272 ⁰⁰	\$ 272 ⁰⁰
10	Schedule A: Base Items	10 (LF) Sandblast and epoxy coat 8" drop pipe	Base	365	\$ 55 ⁰⁰	\$ 20,075 ⁰⁰
11	Schedule A: Base Items	11 (HRS) Shop labor rate	Base	10	\$ 158 ⁰⁰	\$ 1,580 ⁰⁰
12	Schedule A: Base Items	12 (LS) Wire brush 16" well casing	Base	1	\$ 7,426 ⁰⁰	\$ 7,426 ⁰⁰
13	Schedule A: Base Items	13 (LS) Televis and inspect well	Base	1	\$ 2,500 ⁰⁰	\$ 2,500 ⁰⁰
14	Schedule A: Base Items	14 (LS) Furnish and install 10" Flow Meter (8750W). Test and calibrate flow meter	Base	1	\$ 10,706 ⁰⁰	\$ 10,706 ⁰⁰
15	Schedule A: Base Items	15 (LF) Furnish and install (2) 1" PVC transducer and sounder conduits	Base	700	\$ 3 ⁰⁰	\$ 2,100 ⁰⁰
16	Schedule A: Base Items	16 (EA) Furnish and install 8" Flomatic 80DIX discharge check valve	Base	2	\$ 4,177 ⁰⁰	\$ 8,354 ⁰⁰
17	Schedule A: Base Items	17 (LS) Allowance for Miscellaneous Repairs	Base	1	\$10,000.00	\$10,000.00
18	Schedule A: Base Items	18 (LF) Furnish and install 8" drop pipe	Base	365	\$ 80 ⁰⁰	\$ 29,200 ⁰⁰

TOTAL BASE BID \$134,373⁰⁰

Line	Category	Item	Base/ Alt	Project Quantity	Unit Price	Extended Price
19	Schedule B: Alternate Items	19 (LS) Mobilize/Demobilize Equipment to clean well (airlift sandstone)	Alt1	1	\$ 6,608 ⁰⁰	\$ 6,608 ⁰⁰
20	Schedule B: Alternate Items	20 (CY) Airlift sandstone	Alt1	100	\$ 250 ⁰⁰	\$ 25,000 ⁰⁰
21	Schedule B: Alternate Items	21 (HRS) Pressure surging and decompression	Alt1	20	\$ 549 ⁰⁰	\$ 10,980 ⁰⁰
22	Schedule B: Alternate Items	22 (LS) Re-televis well	Alt1	1	\$ 2,500 ⁰⁰	\$ 2,500 ⁰⁰
23	Schedule B: Alternate Items	23 (EA) Furnish and install new pump	Alt2	1	\$ 6,541 ⁰⁰	\$ 6,541 ⁰⁰

TOTAL ALTERNATE BID \$ 51,629⁰⁰

GRAND TOTAL (BASE+ALTERNATE) BID \$ 186,002⁰⁰

5.02 Final Completion Date: May 16, 2025

6.01 Contractor agrees that the Work will be completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. Contractor is not required to submit a bid/quote bond.

6.02 Contractor accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The terms used in this Quote with initial capital letters have the meanings indicated in the Instructions to Contractors, the General Conditions, and the Supplementary Conditions.

SUBMITTED on NOVEMBER 3RD, 2025.

If Contractor Is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of General Partner)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

A Corporation

Corporation Name: BERGERSON - CASWELL (SEAL)

State of Incorporation: MINNESOTA

Type (General Business, Professional, Service, Limited Liability): S-CORP

By: [Signature]
(Signature)

Name (typed or printed): JASON POPKO

Title: PROJECT MANAGER

Attest: [Signature] (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 5115 INDUSTRIAL ST.

MAPLE PLAZA, MN 55359

Phone No.: 763-479-3121 Fax No.: 763-479-2183

Email: JASON@BERGERSONCASWELL.COM

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Type: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature)

Name (typed or printed): _____

Type: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

Phone and Fax Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

Well 6 Rehabilitation

City Project # 25-XX

Quote Opening Summary

November 12th, 2025 3:00 pm

Contractor	Acknowledge Addendums	Bid Bond 5%	Base Bid	Bid Alt 1	Total Bid
Bergerson-Caswell	X	NA	\$134,373.00	\$51,629.00	\$186,002.00
Keys Well Drilling	X	NA	\$155,980.00	\$107,000.00	\$262,980.00
Traut Companies	X	NA	\$170,125.00	\$63,300.00	\$233,425.00
McCarthy Well Company	X	NA	\$187,840.00	\$90,945.00	\$278,785.00



Date: 11/17/2025

**Approval of Outdoor Amplified Music for Lakeville Hockey Association Fundraiser at
Hasse Ice Arena**

Proposed Action

Staff recommends adoption of the following motion: Move to approve the request from the Lakeville Hockey Association to allow amplified outdoor music in the parking lot of Hasse Ice Arena until midnight, in conjunction with their scheduled outdoor hockey events.

Overview

The Lakeville Hockey Association (LHA) is hosting a multi-day outdoor hockey event at the Hasse Ice Arena from January 29–31, 2026. As part of the event, LHA is planning family-friendly activities, including outdoor live music for spectators and participants.

City Code requires approval from the City Council for outdoor amplified music occurring after 10:00 PM. LHA is requesting permission for the following extended hours:

- Thursday, January 29: Live outdoor music until 11:00 PM
- Friday, January 30: Live outdoor music until 11:00 PM
- Saturday, January 31: Live outdoor music until 12:00 AM (midnight)

The live music will be located in the parking lot adjacent to the Hasse Ice Arena. LHA will coordinate with City staff and arena management to ensure appropriate event logistics, crowd control, and noise mitigation.

Supporting Information

1. Outdoor Event Permit and Site Plan

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: <i>Ann Orlofsky</i>, City Clerk
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CITY OF LAKEVILLE
20195 Holyoke Avenue
Lakeville, MN 55044

APPLICATION FOR AN OUTDOOR ENTERTAINMENT EVENT PERMIT

DATE OF APPLICATION OCTOBER 8, 2025
NAME OF ORGANIZATION LAKEVILLE Hockey Association
BUSINESS ADDRESS 8500 - 210th St. W. LAKEVILLE, MN. 55044
PHONE NO. [REDACTED] E-MAIL [REDACTED]

NAME OF APPLICANT BRIAN PETERSON

Daytime phone number _____

Cellular phone number [REDACTED]

Facsimile number _____

OTHER CONTACT PERSON STUART LIEBER

Daytime phone number _____

Cellular phone number [REDACTED]

Facsimile number _____

RECURRING EVENT ☒ YES ☐ NO (If yes, attach the following information for each event)

The undersigned proposes to hold an Outdoor Entertainment Event in the City of Lakeville as follows:

DATE 1/29/26 - 1/31/26

EVENT HOURS Start 29th/30th 3 PM Finish 29th/30th - 11 PM
31st - 8 AM 31st - 12 AM

LOCATION OF OUTDOOR ENTERTAINMENT EVENT AND ANY OTHER AREAS TO BE USED IN CONNECTION WITH EVENT (attach a SITE PLAN showing the relevant areas)

HASSE ICE ARENA & PARKING LOT OF HASSE

DESCRIBE NATURE OF EVENT (dance, show, concert, etc.)

1/29/26 - BINGO - VENDOR FAIR - BAR - FOOD - LIVE MUSIC
1/30/26 - CRAFT BEER TASTING - BAR - FOOD - VENDOR FAIR
- LIVE MUSIC
1/31/26 - HOCKEY GAMES, VENDOR FAIR, KIDS BINGO, BAR,
FOOD, LIVE MUSIC

DESCRIBE EVENT PARTICIPANTS AND NUMBER OF EACH (attach additional sheets if necessary)

- General Lakeville Community -
- Lakeville Hockey Association members
- Adults & Kids

ESTIMATED PUBLIC ATTENDANCE AT OUTDOOR ENTERTAINMENT EVENT

- Estimated Attendance of 400 on 1/29 & 1/30
- Estimated Attendance of 3000 on 1/31

DESCRIBE PARKING AREAS FOR EVENT ATTENDEES AND PARTICIPANTS AND ARRANGEMENTS FOR PARKING (attach a SITE PLAN showing parking areas)

- HASSE PARKING LOT - SIDE GRASS AREA - MCGUIRE
PARKING LOT - JFK PARKING - SHUTTLE TO OVERFLOW
PARKING

DESCRIBE TYPE AND NUMBER OF SANITATION AND HEALTH FACILITIES TO BE PROVIDED BY APPLICANT

- 3 INDOOR FACILITIES
- 4 OUTDOOR/TEMP FACILITIES

DESCRIBE CITY SERVICES AND PROPERTY REQUIRED IN CONNECTION WITH OUTDOOR ENTERTAINMENT EVENT

- LAKEVILLE POLICE / COMMUNITY RESOURCE OFFICERS
ON 1/31.

INDICATE THE LOCATION AND NATURE OF POSSIBLE INTERFERENCE WITH THE NORMAL FLOW OR REGULATION OF TRAFFIC WITHIN THE CITY OF LAKEVILLE AS A RESULT OF THE OUTDOOR ENTERTAINMENT EVENT

NONE FORESEEN

The undersigned agrees that the Outdoor Entertainment Event(s) listed in this application will be performed in compliance with all applicable state laws and ordinances of the City of Lakeville and any directions or conditions placed on the issuance of the permit. The undersigned applicant will assume full responsibility for payment to the City for all costs, if any, for clean up of city streets and property incurred in connection with the Outdoor Entertainment Event(s). The undersigned also agrees to secure and pay for any additional police protection required by the Chief of Police in connection with the Outdoor Entertainment Event(s) listed in this application prior to issuance of the permit. The undersigned certifies that he or she is the chief executive officer of the organization and is authorized by the applicant to apply for this outdoor entertainment permit.

APPLICANT SIGNATURE



PRINT NAME

BRIAN PETERSON

APPLICATION FEE: \$25.00

(Code: 1000-4149)

Return application and fee to Lakeville City Clerk 952-985-4404
Permit issued by Lakeville Police Department 952-985-2800





Date: 11/17/2025

Marketplace At Cedar Amended Final Plat and Agreements

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving an amended Marketplace At Cedar final plat; 2) the Development Contract for Marketplace At Cedar, and 2) the Stormwater Maintenance Agreements.

Overview

The City Council approved the final plat and resolution for Marketplace At Cedar on October 6, 2025. Since that time, the Developer has been working with future tenants of the site and has requested an amendment to the approved final plat by shifting the lot line between Lots 2 and 3 to the west. There are no other changes to the final plat and the plat remains in compliance with the approved preliminary plat and all requirements of the Subdivision and Zoning ordinances.

When the Marketplace at Cedar final plat was initially approved, a stipulation of the final plat resolution required the Developer to sign a development contract and all documents pursuant to the approved development contract. There are two stormwater maintenance agreements required with the development. One agreement is for a private system which collects and conveys site runoff from the commercial development parcels. The other agreement is for a temporary basin within Outlot B, which captures the runoff from Outlot B. It is anticipated that the temporary basin on Outlot B will be incorporated into the stormwater pond that will be required for the site when Outlot B is developed. The developer-signed documents are attached.

Supporting Information

1. Final Plat resolution
2. Signed Development Contract
3. Signed Stormwater Maintenance Agreements
4. Marketplace At Cedar Amended Final Plat

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
RESOLUTION NO. 25-_____**

**RESOLUTION APPROVING THE AMENDED MARKETPLACE AT CEDAR FINAL
PLAT**

WHEREAS, the City Council approved a final plat for KTJ 440 LAKEVILLE MN, LLC for the **MARKETPLACE AT CEDAR** development on October 6, 2025 by City of Lakeville Resolution No. 2025-131 for the Marketplace At Cedar development; and

WHEREAS, the applicant has supplied an amended final plat document shifting the lot line between Lots 2 and 3 and demonstrating that the final plat remains in compliance with the terms of the preliminary plat, City Resolution 2025-048 and that it continues to meet design standards and other provisions of the preliminary plat; and

WHEREAS, Community Development and Engineering staff have reviewed the amended final plat, and find it consistent with the preliminary plat; and

WHEREAS, the City Council hereby finds that the amendment to the final plat is consistent with the requirements of the City's Subdivision Ordinance.

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

1. **MARKETPLACE AT CEDAR** amended final plat is approved subject to the development contract, stormwater maintenance agreements, and security requirements.
2. The Mayor and City Clerk are hereby authorized to sign the final plat mylars.
3. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

ADOPTED by the Lakeville City Council this 17th day of November 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the **17th** day of **November 2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky
City Clerk

(SEAL)

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

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

MARKETPLACE AT CEDAR

CONTRACT dated _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City"), and **KTJ 440 LAKEVILLE MN, LLC**, a Minnesota limited liability company (the "Developer").

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

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

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

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

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

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

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

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, B, C, and F the plans may be prepared, subject to the City Engineer's approval, after entering the Contract, but before commencement of any work in the plat. The City Engineer may approve minor amendments to Plan B

without City Council approval. The erosion control plan may also be approved by the Dakota County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A - Plat

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

Plan C - Tree Preservation Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Street Lighting Plan

Plan F - Landscape Plan

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

- A. Sanitary Sewer System
- B. Water System
- C. Storm Sewer System
- D. Streets
- E. Concrete Curb and Gutter
- F. Street Lights
- G. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control
- H. Underground Utilities
- I. Setting of Iron Monuments
- J. Surveying and Staking
- K. Sidewalks and Trails
- L. Retaining Walls

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utility and street construction; and any other ordinances including Section 11-16-7 of the City Code concerning erosion and drainage and Section 4-1-4-2 prohibiting grading, construction activity, and the use of power equipment between the hours of 10 o'clock p.m. and 7 o'clock a.m. The Developer

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

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

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

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

- A. Dakota County for County Road Access and Work in County Rights-of-Way
- B. MnDot for State Highway Access
- C. MnDot for Work in Right-of-Way
- D. Minnesota Department of Health for Watermains
- E. MPCA NPDES Permit for Construction Activity

- F. MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal
- G. DNR for Dewatering
- H. City of Lakeville for Building Permits
- I. MCES for Sanitary Sewer Connections
- J. City of Lakeville for Retaining Walls

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

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

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

14. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MPCA Stormwater Permit for Construction Activity. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly

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

The Developer is responsible for obtaining a MPCA Construction Permit for the site. Changes made throughout construction must be documented in the SWPPP. No grading can take place on the site until a complete SWPPP is submitted to the City for review and approval.

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

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

\$490,154.40	x 2% Grading Costs	= \$9,803.09
Grading Cost	2025 Rate	MS4 Administration Fee
Marketplace at Cedar		Marketplace at Cedar

15. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Lakeville specifications. Within thirty (30) days after completion of the grading and final establishment of the ground cover or temporary stabilization approved by the City, the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of storm water treatment/infiltration

basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, and installed “conservation area” posts; and c) lot corner elevations and building pads, and all other items listed in City Code Section 10-3-5.NN. The City will withhold issuance of a Certificate of Occupancy until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Building Official for review prior to the issuance of the Certificate of Occupancy.

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

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, certifying compliance with the approved soil plan, must be submitted and approved for commercial, industrial or institutional developments prior to issuance of a building permit.

A National Pollution Discharge Elimination System General Stormwater Permit for construction activity shall be applied for as required from the Minnesota Pollution Control Agency. 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, subcontractors, their agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

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

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

The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of public improvements 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 public improvement 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. The Developer shall be responsible for as-built record drawing preparation on all private utilities. 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 public improvement construction cost. Construction as-built record drawing preparation shall include field surveying, preparation of as-built record drawings and updating the City's GIS database and will be billed on hourly rates estimated to be one half of a percent (0.5%) of the estimated construction cost.

19. STORM SEWER. The Developer shall construct one publicly-owned and maintained stormwater management basin and three privately-owned and maintained stormwater management basins to collect and treat the stormwater runoff generated from the site. The basins will ultimately outlet to the storm sewer in Glacier Way at the southeast of the site. The Developer shall enter into a stormwater maintenance agreement and grant a drainage and utility easement to the City over the private basins in a recordable form approved by the City. All private basins including sump manholes within the development must be inspected and cleaned annually. The Developer shall establish a stormwater easement over the

stormwater facility within Lot 7, Block 1 for the benefit of Lots 5, 6, and 7, Block 1 at the time of final plat in a form approved by the City. The Developer shall establish a stormwater easement over Lot 8, Block 1 for the benefit of Lots 1, 2, 3, 4, 8 and 9, Block 1 at the time of final plat in a form approved by the City. Annual inspection reports must be submitted to the City. The public stormwater management basin will be located within Outlot C which shall be conveyed to the City with the final plat. The stormwater management design is consistent with City ordinance requirements.

The Developer shall construct public storm sewer systems within the subdivision to collect and convey stormwater runoff generated from within the public right-of-way and lots to the public stormwater management basin located within Outlot C.

The Developer shall construct privately owned and maintained storm sewer located within Block 1, Marketplace at Cedar.

The Developer shall construct required draitile in areas of non-granular soils within Marketplace at Cedar for the street sub-cuts and lots. Any additional draitile construction, including perimeter draitile required for building footings, which is deemed necessary during construction shall be the Developer’s responsibility to install and finance.

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

Storm Sewer Charge Summary		
Gross Area of Marketplace at Cedar		1,384,161.00 s.f.
Less Area of Outlot A (Future Development)	(-)	285,172.00 s.f.
Less Area of Outlot B (Future Development)	(-)	407,025.00 s.f.
Less Area of Cedar Avenue and 179 th Street right-of-way	(-)	42,357.00 s.f.
Total Storm Sewer Charge Area (Commercial)	=	649,607.00 s.f.
649,607.00 s.f.	x \$0.250/s.f.	= \$162,401.75
Net Area	2025 Unit Rate	Storm Sewer Charge
Marketplace at Cedar	(Commercial and Industrial)	Marketplace at Cedar

The Developer shall satisfy the storm sewer charge requirement for Outlots A and B with subsequent phases of the Marketplace at Cedar preliminary plat at the time they are final platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

20. SANITARY SEWER. Marketplace at Cedar is located within subdistricts NC-20360 and NC-20135 of the North Creek sanitary sewer district, as identified in the City's Sanitary Sewer Comprehensive Plan.

The Developer shall construct and extend public sanitary sewer within the subdivision. The wastewater from the development will be conveyed through sanitary sewer to the northern trunk monitored by meter M643A and continue to the Empire Wastewater Treatment Facility. Publicly owned and maintained sanitary sewer will be constructed within Block 1, Marketplace at Cedar and placed within drainage and utility easements, all services off the mainline sewer shall be privately owned and maintained.

The Sanitary Sewer Availability Charge has not been collected on the parent parcels and must be paid with the building permit application.

The Sanitary Sewer Availability Charge for Outlot A and B will be collected with subsequent phases of the Marketplace at Cedar preliminary plat at the time they are final platted into lots and blocks, at the rate in effect at the time of final plat approval.

21. WATERMAIN. The Developer shall construct and extend 8-inch public watermain within the subdivision from 8-inch watermain extended at the existing northern terminus of Glanshaw Avenue and an existing stub at Glacier Way and an existing stub at 179th Street. Publicly owned and maintained watermain will be constructed within Block 1, Marketplace at Cedar and placed within drainage and utility easements, all services off mainline watermain shall be privately owned and maintained.

22. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, utility and street construction will be determined with each phase of construction.

23. SITE CONDITIONS. The Marketplace at Cedar site consists of undeveloped agricultural land generally draining northwest to southeast. There is a property access on the west end of the site. There are existing trees on site that will remain in place. There is an existing storm sewer outlet on the southeast of the site. There are three existing water stubs to the site at the north, northeast and southeast of the site. There is one existing sanitary sewer stub to the site to the east. There is one wetland delineated on the site. There is an overhead high-voltage utility line on the west side of the site. The Developer shall

provide for a \$5,000.00 security with the final plat to ensure removal of the existing driveway within the site.

24. 179TH STREET (CSAH 9) IMPROVEMENTS. A traffic signal installation is being triggered by the development of Marketplace at Cedar at the intersection of 179th Street and Glacier Way. The development is anticipated to increase traffic volumes by 22% at the P.M. peak hour of intersection operations based on the results of a Traffic Impact Study performed by ISG, Inc. The 2026 build conditions of Marketplace at Cedar show excessively high congestion created at the intersection. As a result, the City and Dakota County will be partnering for the installation of a signal system at the intersection of 179th Street and Glacier Avenue and include the improvement in the appropriate Capital Improvement Plans. The Developer will be responsible for a cash contribution for the anticipated increase in generated traffic to the intersection based on the results of the traffic impact study, calculated as follows:

\$600,000.00	X 22%	= \$132,000.00
Signal System Installation Cost	Peak Hour Traffic Increase Generated	Traffic Signal Cash Requirement

25. PRIVATE DRIVES. The Developer shall construct a privately owned and maintained roadway network providing access to various commercial businesses. The Developer shall establish private ingress-egress easement for shared access from Lots 1-9, Block 1 to Glanshaw Avenue in a recordable form approved by the City. The City shall not be responsible for any repairs (including cost) to the private roadways due to maintenance within the easement area.

26. OVERHEAD LINES. An overhead electric transmission line and poles are located along the west side of the parent parcel. The transmission line is a high voltage line and is therefore not required to be buried, consistent with the City’s Public Ways and Property Ordinance.

27. PARKS, TRAILS, AND SIDEWALKS. The Developer shall construct five-foot-wide public concrete sidewalks, with pedestrian curb ramps, along one side of Glanshaw Avenue from Glacier Way to 181st St W. The Developer shall receive a credit to the final plat cash fees from the City for the sidewalk construction outside of the plat boundary in the amount of \$16,714.80. Developer shall obtain a public

sidewalk easement over the property located at 7385 181st St West for the sidewalk to be located through the parcel on the west side of Glanshaw Avenue and obtain the necessary construction easement to construct the sidewalk. A sidewalk must be constructed on the south and west sides of Glanshaw Avenue when Outlot B is final platted into lots and blocks.

The Developer shall construct a ten-foot-wide trail along the south side of 179th Street from Cedar Avenue to Glacier Way with the development of Marketplace at Cedar. The City will reimburse the Developer for 3/8th the cost of the trail adjacent to the plat, excluding grading and restoration. The Developer shall receive a credit to the final plat cash fees for the City’s 3/8th share (excluding grading and restoration) of the trail construction costs for the trail along 179th Street in the amount of \$9,020.06.

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

Park Dedication Summary		
Gross Area of Marketplace at Cedar		31.78 ac.
Less Area of Outlot A (Future Development)	(-)	6.55 ac.
Less Area of Outlot B (Future Development)	(-)	9.34 ac.
Less Area of right-of-way	(-)	2.53 ac.
Total Park Dedication Area	=	13.36 ac.
13.36 acres	x \$9,477.00	= \$126,612.72
Total Acreage	2025 Unit Rate	Park Dedication Fee
Marketplace at Cedar	(Commercial)	Marketplace at Cedar

The Developer shall satisfy the park dedication requirement for Outlots A and B with subsequent phases of the Marketplace at Cedar preliminary plat at the time they are final platted into lots and blocks through a cash contribution at the rate in effect at the time of final plat approval.

28. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS. The Developer shall pay a cash fee of \$8,675.00 for traffic control signs due with the final plat. If street signs are installed during frost conditions, the Developer shall pay an additional \$150.00 for each traffic control sign location. If multiple mobilizations are needed, the Developer shall pay an additional \$300.00 for each mobilization.

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

2,880 feet	x \$0.2832/front foot/quarter	x 4 quarters	= \$3,262.46
Total Front Foot Marketplace at Cedar	2025 Rate		Streetlight Operating Fee Marketplace at Cedar

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

9 units	x \$61.52/unit	x 4.20	= \$2,325.46
Total Units (Commercial) Marketplace at Cedar	2025 Rate	Conversion Factor (Commercial)	Environmental Resources Fee Marketplace at Cedar

30. TREE PRESERVATION. There are no significant trees proposed to be removed with the construction of Marketplace at Cedar.

All “save” trees that are damaged or removed will require replacement at a ratio of 2:1 as per the Lakeville Subdivision Ordinance. Significant trees, as identified in the Lakeville Subdivision Ordinance, shall be protected and preserved through termination of all grading and construction activities.

31. WETLANDS. A wetland delineation was reviewed and approved for the site on November 11, 2024. The wetland delineation identified two wetlands on the site. Wetland A is a degraded farmed Type 1 wetland (0.52 acres) located on the north side of the site. Wetland B is a small Type 2 wetland (0.02 acres) located along Cedar Ave.

The development plan is proposing to impact all of Wetland A. A TEP meeting was held to review the replacement plan application and no comments were received. The replacement plan was approved February 12, 2025.

The Developer will be replacing the impacted wetlands with wetland bank credits. No impacts to the wetland can take place until the City receives the approved wetland bank credit withdrawal form. A security of \$65,000.00 will be held with the final plat until the City receives documentation that the credits have been purchased.

32. PAYMENT OF SPECIAL ASSESSMENT 221407. Special assessment 221407 on the parent parcel for Marketplace at Cedar development for Glacier Way construction shall be paid in full prior to recording of the final plat. The assessment shall be paid off in accordance with the public

improvement and special assessment agreement made on August 2nd, 2021 between the City of Lakeville and the Devney property.

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

- A. Implementation of the recommendations listed in the September 4, 2025, Planning Report, and August 26, 2025, Engineering Report.
- B. Before the City signs the final plat, the Developer shall convey Outlot C to the City by warranty deed, free and clear of any and all encumbrances.
- C. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a \$1,200.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: twelve (12) 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.
- D. The Developer shall pay a cash fee for the preparation of addressing, property data, and City base map updating. This fee is \$90.00 per lot/outlot for a total charge of \$1,080.00.
- E. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The estimated amount of this security is \$7,400.00 and consists of five (5) post-top street lights at \$1,200.00, and one (1) mast arm light at \$1,400.00 each.
- F. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

34. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for **\$1,588,467.66**. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

A. Sanitary Sewer	\$177,104.55
B. Watermain	249,248.80
C. Storm Sewer/Draintile	390,156.00
D. Streets	269,518.60
E. Grading, Drainage, Erosion Control and Restoration	153,525.40
F. Wetland Mitigation	65,000.00
Cedar Avenue and 179 th Turn Lanes	<u>107,884.01</u>
CONSTRUCTION SUB-TOTAL	\$1,412,437.36

OTHER COSTS:

A. Developer's Design (3.0%)	\$42,373.12
B. Developer's Construction Survey (2.5%)	35,310.93
C. City Legal Expenses (Est. 0.5%)	7,062.19
D. City Construction Observation (Est. 5.0%)	70,621.87
E. City Record Drawings (0.5%)	7,062.19
F. Driveway Removal	5,000.00
G. Streetlights	7,400.00
H. Lot Corners/Iron Monuments	<u>1,200.00</u>
OTHER COSTS SUB-TOTAL	\$176,030.30
TOTAL SECURITIES:	\$1,588,467.66

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. If the required public improvements

are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City's standard specifications for utility and street construction outline procedures for security reductions.

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

A. Park Dedication	\$126,612.72
B. Special Assessment 221407 – Glacier Way	249,414.00
C. Traffic Signal – Glacier and 179 th	132,000.00
D. Storm Sewer Charge	162,401.75
E. MS4 Administration Fee	9,803.09
F. Traffic Control Signs	8,675.00
G. Street Light Operating Fee	3,262.46
H. Environmental Resources Expenses	2,325.46
I. Property Data and Asset/Infrastructure Management Fee	1,080.00
J. City Engineering Administration (3% for letters of credit)	<u>42,373.12</u>
TOTAL CASH REQUIREMENTS	\$737,947.60

CREDITS TO CASH REQUIREMENTS

City 3/8 th Trail Cost – 179 th Street	\$9,020.06
City Sidewalk – Glanshaw Avenue	<u>16,714.80</u>
SUBTOTAL – CREDITS TO CASH REQUIREMENTS	<u>\$25,734.86</u>

TOTAL CASH REQUIREMENTS

\$712,212.74

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

37. RESPONSIBILITY FOR COSTS.

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

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

38. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than five (5) days 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.

39. MISCELLANEOUS.

- A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat

until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

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

provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Contract. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

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

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

The following coverages shall be included:

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

Automobile Liability

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

Workers Compensation

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

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

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

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

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

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

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

whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.

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

40. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 400 Water Street, Suite 200 Excelsior, MN 55331. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, Minnesota 55044.

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

CITY OF LAKEVILLE

(SEAL)

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

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

NOTARY PUBLIC

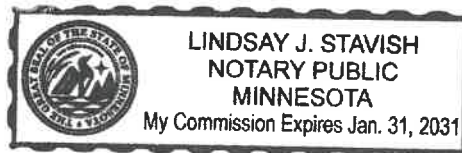
DEVELOPER:
KTJ 440 LAKEVILLE MN, LLC

BY: 
Its David Scott, Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 11th day of November, 2025, by David Scott the Vice President of **KTJ 440 LAKEVILLE MN, 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**

Jacob M. Devney and Steven J. Devney as Trustees of the Devney Land Trust dated November 29, 2012, fee owner of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by it.

Dated this 11 day of November, 2025

**DEVNEY LAND TRUST
DATED NOVEMBER 29, 2012**

By: [Signature] Trustee
Jacob M. Devney, Trustee

By: [Signature] Trustee
Steven J. Devney, Trustee

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 11th day of NOVEMBER, 2025, by Jacob M. Devney as Trustee of the Devney Land Trust dated November 29, 2012, on behalf of the trust.

[Signature]

NOTARY PUBLIC

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)



The foregoing instrument was acknowledged before me this 11th day of NOVEMBER, 2025, by Steven J. Devney as Trustee of the Devney Land Trust dated November 29, 2012, on behalf of the trust.

[Signature]

NOTARY PUBLIC



DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as
MARKETPLACE AT CEDAR

That part of the South Half of the Southwest Quarter of Section 10, Township 114 North, Range 20 West of the 5th Principal Meridian, lying Southerly of 179th Street West; EXCEPT the portion thereof included in the plat of Crossroads 1st Addition recorded as Document No. 2069087 in the office of the County Recorder; ALSO EXCEPT the portion thereof included in the plat of Cordelia recorded as Document No. **3501970** in the office of the County Recorder, all in Dakota County, Minnesota.

ABSTRACT PROPERTY.

[Platted as Marketplace At Cedar, Dakota County, Minnesota].

**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 **JACOB M DEVNEY AND STEVEN J. DEVNEY**, as Trustees of **DEVNEY LAND TRUST DATED NOVEMBER 29, 2012**, (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 **Marketplace At Cedar** plat; and

C. The final plans for **Marketplace At Cedar**, 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: KTJ 440 LAKEVILLE MN, LLC
 c/o Oppidan, Incorporated
 400 Water Street, Suite 200
 Excelsior, MN 55331

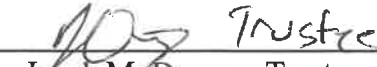
To the City: City of Lakeville
 20195 Holyoke Avenue
 Lakeville, Minnesota 55044
 Attn: City Administrator

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.

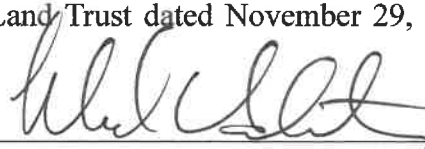
**OWNER:
DEVNEY LAND TRUST
DATED NOVEMBER 29, 2012**

By: 
Jacob M. Devney, Trustee

By: 
Steven J. Devney, Trustee

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 11th day of NOVEMBER, 2025, by Jacob M. Devney as Trustee of the Devney Land Trust dated November 29, 2012, on behalf of the trust.



NOTARY PUBLIC

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)



The foregoing instrument was acknowledged before me this 11th day of NOVEMBER, 2025, by Steven J. Devney as Trustee of the Devney Land Trust dated November 29, 2012, on behalf of the trust.



NOTARY PUBLIC



DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121

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 6, Lot 7, and Lot 8, Block 1, Marketplace At Cedar, Dakota County, Minnesota, according to the recorded plat thereof.

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Easement

An easement over, under and across those parts of Lots 6 and 7, Block 1, MARKETPLACE AT CEDAR, Dakota County, Minnesota described as follows:

Beginning at the southeast corner of said Lot 7; thence South 67 degrees 57 minutes 05 seconds West, assumed bearing, along the southerly line of said Lot 7, 64.10 feet; thence South 88 degrees 57 minutes 28 seconds West, along said southerly line, 70.61 feet; thence North 01 degrees 02 minutes 32 seconds West, 171.75 feet to the north line of said Lot 7 and the south line of said Lot 6; thence North 73 degrees 00 minutes 15 seconds East, 55.00 feet; thence North 88 degrees 57 minutes 24 seconds East, 58.11 feet to the east line of said Lot 6; thence South 01 degrees 02 minutes 30 seconds East, along the east line of said Lots 6 and 7, 34.52 feet; thence southeasterly, tangent to previous line, 131.31 feet on a 440.00 foot radius curve, concave to the northeast, having a central angle of 17 degrees 05 minutes 58 seconds to the point of beginning.

And

An easement over, under and across that part of Lot 8, Block 1, MARKETPLACE AT CEDAR, Dakota County, Minnesota described as follows:

Commencing at the southeast corner of said Lot 8; thence North 00 degrees 52 minutes 57 seconds West, along the east line of said Lot 8, 18.00 feet to the point of beginning; thence South 89 degrees 07 minutes 03 seconds West, 66.19 feet; thence northwesterly, tangent to previous line, 72.41 feet on a 182.00 foot radius curve, concave to the northeast, having a central angle of 22 degrees 47 minutes 50 seconds; thence North 01 degrees 02 minutes 05 seconds West, 114.81 feet; thence North 88 degrees 57 minutes 55 seconds East, 22.33 feet; thence North 01 degrees 02 minutes 05 seconds West, 125.33 feet; thence South 88 degrees 57 minutes 55 seconds West, 20.18 feet; thence North 01 degrees 02 minutes 05 seconds West, 70.11 feet; thence South 84 degrees 53 minutes 17 seconds East, 63.16 feet; thence North 88 degrees 57 minutes 28 seconds East, 72.56 feet to its intersection with a line drawn North 00 degrees 52 minutes 57 seconds West from the point of beginning; thence South 00 degrees 52 minutes 57 seconds East, along the extension of said line drawn from the point of beginning and an easterly line of said Lot 8, 318.09 feet to the point of beginning.

ISG

MARKETPLACE AT CEDAR

CORDOLIA

CLACKER WAY

SE CORNER LOT 7, BLOCK 1 POB

SOUTHERLY LINE LOT 7

NORTH LINE LOT 7

EAST LINE LOT 7

DRAINAGE AND UTILITY EASEMENT

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

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EXHIBIT B Page 3
TO
STORMWATER MAINTENANCE AGREEMENT

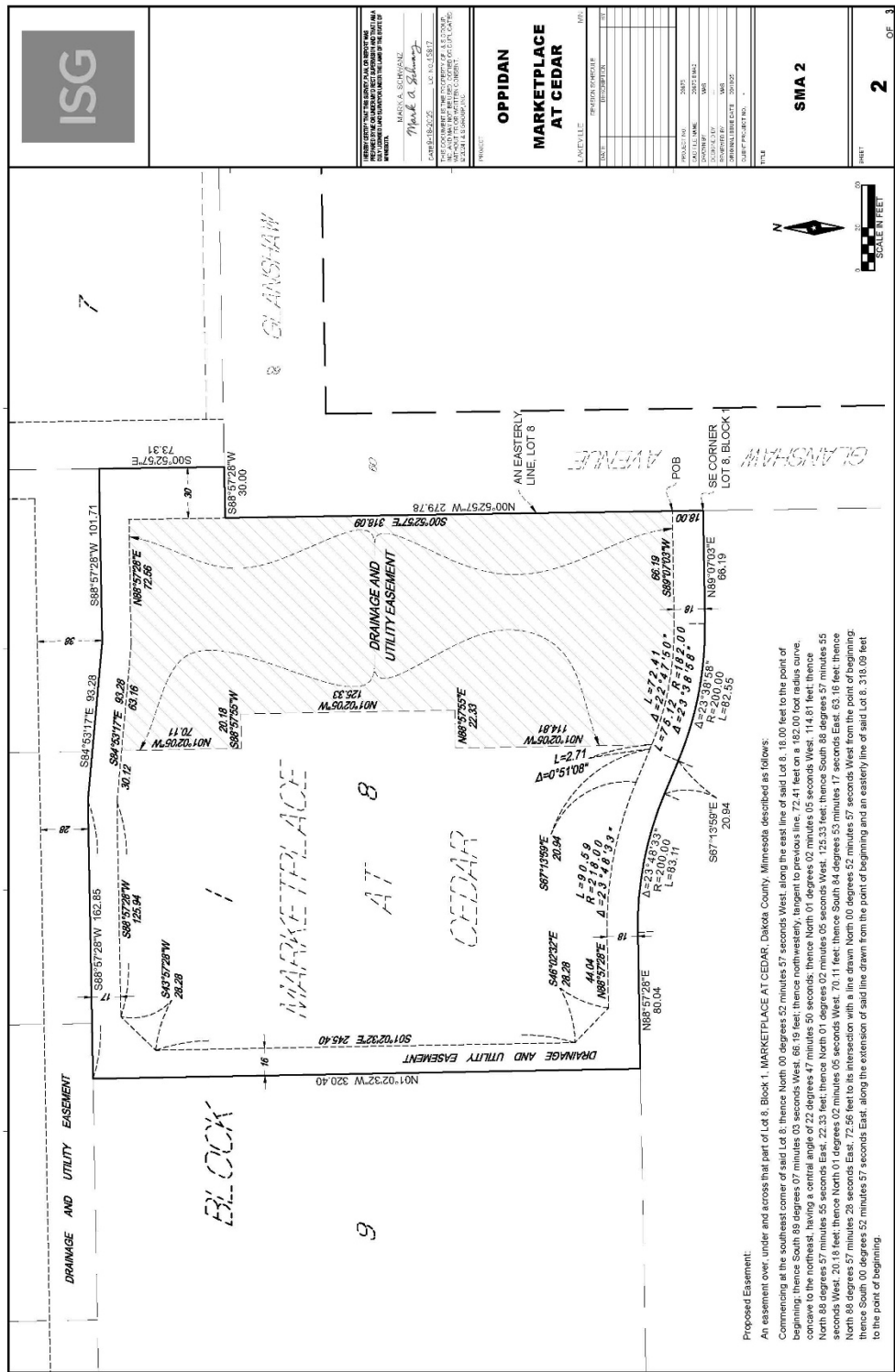


EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER
TREATMENT FACILITIES

Pond Maintenance Requirements

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

Infiltration/Rain Garden Maintenance Requirements

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

Underground Infiltration System

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

Environmental Manhole Maintenance Requirements

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

**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 **JACOB M DEVNEY AND STEVEN J. DEVNEY**, as Trustees of **DEVNEY LAND TRUST DATED NOVEMBER 29, 2012**, (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 **Marketplace At Cedar** plat; and

C. The final plans for **Marketplace At Cedar**, 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.

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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.

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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: Devney Land Trust
 5810 212th St. W.
 Farmington, Minnesota 55024

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.

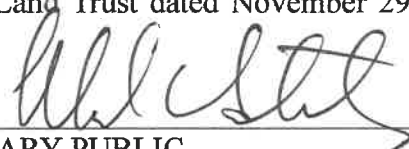
**OWNER:
DEVNEY LAND TRUST
DATED NOVEMBER 29, 2012**

By:  Trustee
Jacob M. Devney, Trustee

By:  Trustee
Steven J. Devney, Trustee

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

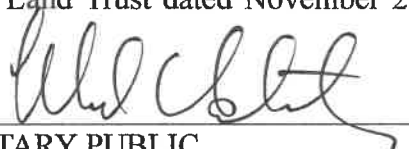
The foregoing instrument was acknowledged before me this 11th day of NOVEMBER, 2025 by Jacob M. Devney as Trustee of the Devney Land Trust dated November 29, 2012, on behalf of the trust.


NOTARY PUBLIC



STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 11th day of NOVEMBER, 2025 by Steven J. Devney as Trustee of the Devney Land Trust dated November 29, 2012, on behalf of the trust.


NOTARY PUBLIC



DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121

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

Outlot B, Marketplace At Cedar, Dakota County, Minnesota, according to the recorded plat thereof.

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Easement

An easement over, under and across that part of Outlot B, MARKETPLACE AT CEDAR, Dakota County, Minnesota described as follows:

Beginning at the northeast corner of Outlot C, said MARKETPLACE AT CEDAR; thence South 87 degrees 12 minutes 16 seconds West, along the north line of said Outlot C, 181.88 feet to the northwest corner of said Outlot C; thence South 00 degrees 53 minutes 21 seconds East, along the west line of said Outlot C, 99.19 feet to the southwest corner of said Outlot C; thence South 89 degrees 47 minutes 08 seconds West, along the south line of said Outlot B, 76.01 feet; thence North 00 degrees 53 minutes 01 seconds West, 181.66 feet; thence North 60 degrees 28 minutes 32 seconds East, 248.26 feet to the easterly line of said Outlot B; thence southeasterly 201.38 feet on a 560.00 foot radius curve, concave to the southwest, not tangent to previous line, having a central angle of 20 degrees 36 minutes 15 seconds and a 200.30 foot chord that bears South 12 degrees 22 minutes 21 seconds West to the point of beginning.

CORDLIA AVENUE
 8+76.22
 N81°53'05"E

GLACIAN AVENUE
 N88°57'28"E 381.75

MARKETPLACE AT CEDAR

LOT B
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 L=440.00

LOT C
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LOT D
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LOT BB
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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.

MARKETPLACE AT CEDAR

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Jacob M. Devney and Steven J. Devney, trustees or their successors in trust, under the Devney Land Trust, dated November 29, 2012, owners of the following described property:

That part of the South Half of the Southwest Quarter of Section 10, Township 114 North, Range 20 West of the 5th Principal Meridian, lying Southerly of 179th Street West, EXCEPT the portion thereof included in the plat of Crossroads 1st Addition recorded as Document No. 2069087 in the office of the County Recorder; ALSO EXCEPT the portion thereof included in the plat of Cordelia recorded as Document No. 3501970 in the office of the County Recorder, all in Dakota County, Minnesota.

Have caused the same to be surveyed and platted as **MARKETPLACE AT CEDAR** and do hereby dedicate to the public for public use the public way and the drainage and utility easements as created by this plat.

In witness whereof said Jacob M. Devney and Steven J. Devney, trustees or their successors in trust, under the Devney Land Trust, have hereunto set their hands this _____ day of _____, 20____.

Jacob M. Devney, Trustee of the Devney Land Trust, dated _____

Steven J. Devney, Trustee of the Devney Land Trust, dated _____

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by Jacob M. Devney and Steven J. Devney, trustees or their successors in trust, under the Devney Land Trust, dated November 29, 2012.

print _____
Notary Public _____
My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

Dated this _____ day of _____, 20____.

Mark A. Schwanz, Land Surveyor
Minnesota License No. 45817

State of Minnesota
County of Dakota

This instrument was acknowledged before me on _____, 20____ by Mark A. Schwanz, Licensed Land Surveyor.

print _____
Notary Public _____
My Commission Expires _____

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

This plat of **MARKETPLACE AT CEDAR**, was approved by the City Council of Lakeville, Minnesota, this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

Todd B. Tollefson, Dakota County Surveyor

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

We do herby certify that on the xx day of xxxx, 2025 the Board of Commissioners of Dakota County, Minnesota approved this plat of **MARKETPLACE AT CEDAR** and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2 and pursuant to the Dakota County Contiguous Plat Ordinance.

Chair County Board

County Treasurer-Auditor

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

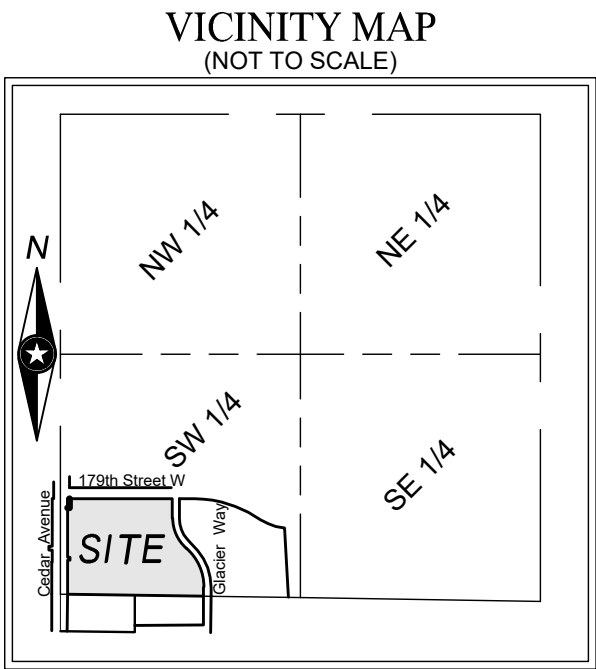
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____, on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of **MARKETPLACE AT CEDAR** was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock ____M. and was duly filed in Book _____ of Plats, page _____, as Document No. _____.

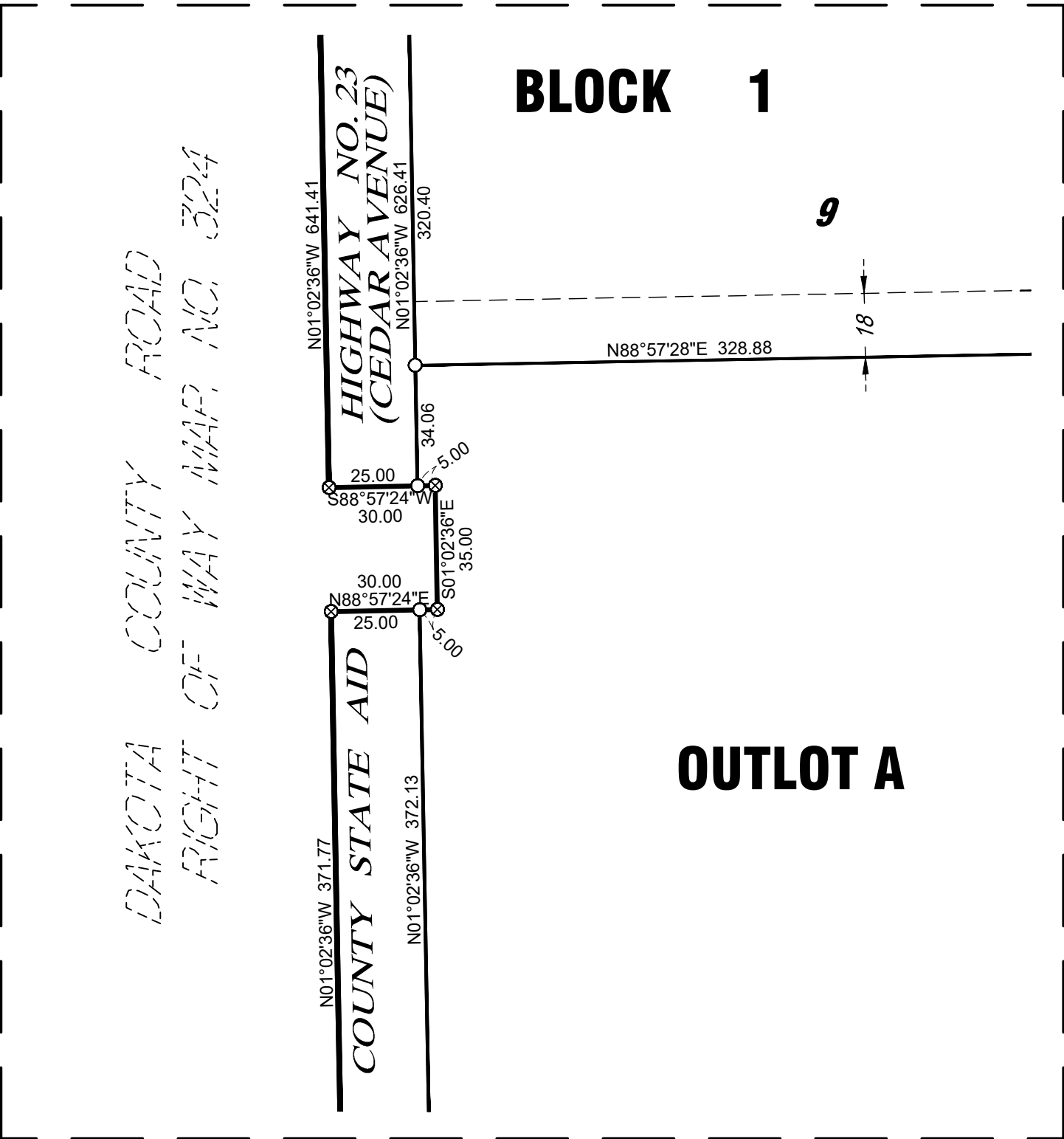
County Recorder
Dakota County, Minnesota



SEC. 10, TWP. 114, RGE. 20
Dakota County, Minnesota

DETAIL

1"=40'



MARKETPLACE AT CEDAR

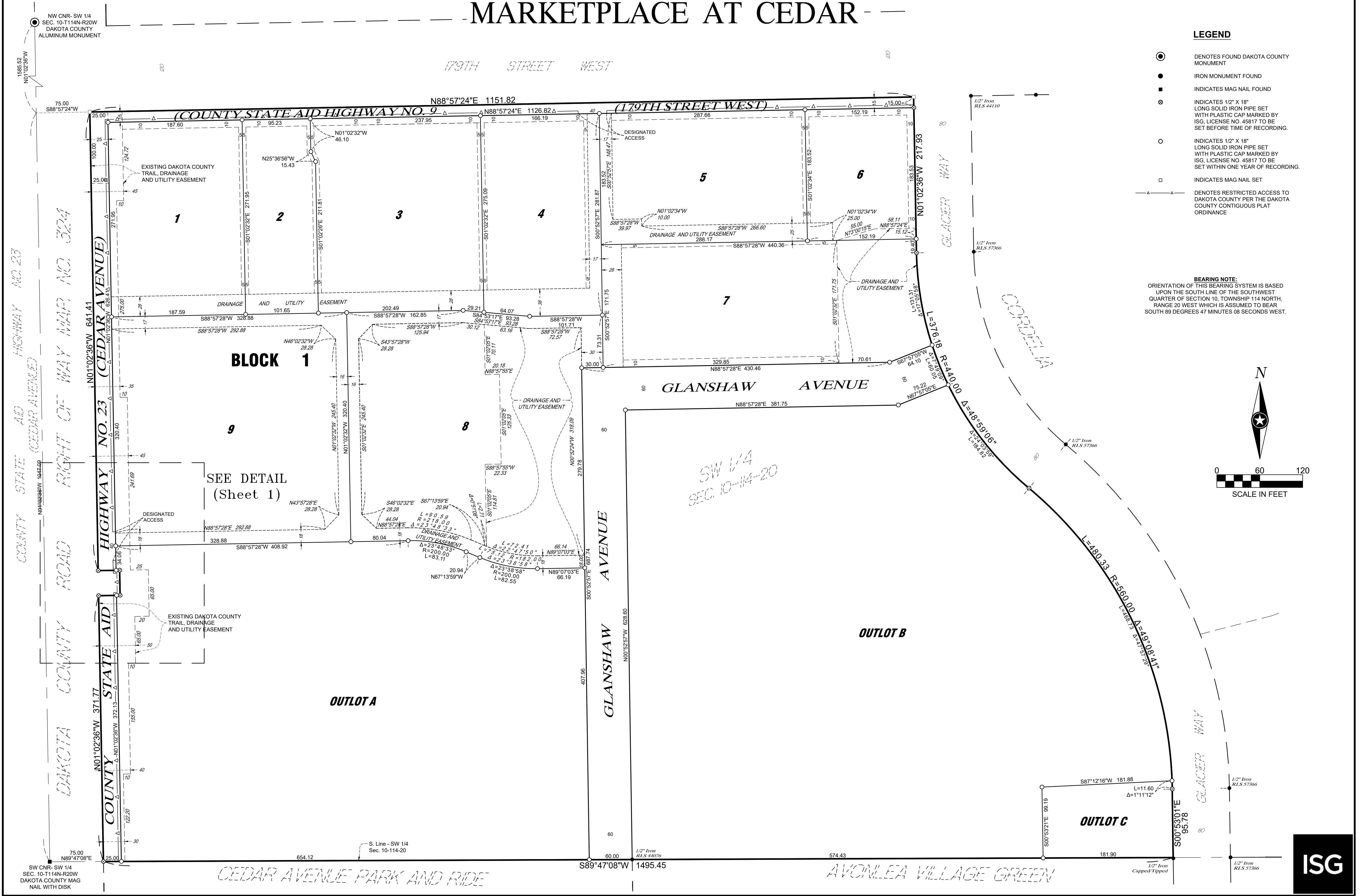
LEGEND

- DENOTES FOUND DAKOTA COUNTY MONUMENT
- IRON MONUMENT FOUND
- INDICATES MAG NAIL FOUND
- ⊗ INDICATES 1/2" X 18" LONG SOLID IRON PIPE SET WITH PLASTIC CAP MARKED BY ISG, LICENSE NO. 45817 TO BE SET BEFORE TIME OF RECORDING.
- INDICATES 1/2" X 18" LONG SOLID IRON PIPE SET WITH PLASTIC CAP MARKED BY ISG, LICENSE NO. 45817 TO BE SET WITHIN ONE YEAR OF RECORDING.
- INDICATES MAG NAIL SET
- △—△— DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE

BEARING NOTE:
ORIENTATION OF THIS BEARING SYSTEM IS BASED UPON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 114 NORTH, RANGE 20 WEST WHICH IS ASSUMED TO BEAR SOUTH 89 DEGREES 47 MINUTES 08 SECONDS WEST.



0 60 120
SCALE IN FEET



ISG



Date: 11/17/2025

Public Hearing to Reassess Canceled Special Assessments for Removal of a Hazardous Building

Proposed Action

Staff recommends adoption of the following motion: Following the Public Hearing, move to approve Resolution to Reassess Canceled Special Assessments for Removal of a Hazardous Building

Overview

The property located at 6649 167th Street West was previously subject to special assessments related to demolition costs approved by the District Court on May 3, 2017. These assessments were levied pursuant to Minnesota Statutes Sections 463.21, 463.22, and 429.061, following the City's enforcement action for removal of hazardous structures.

The property was subsequently forfeited to the State of Minnesota, and at that time, the outstanding assessments were canceled in accordance with State law. The City has now received notification from Dakota County that the property has been sold and that the previously canceled assessments are eligible to be reassessed under Minnesota Statutes Section 429.071, Subdivision 4.

A public hearing is therefore required to consider the reassessment of the remaining unpaid portion (\$49,254.49) of the original improvement costs against the property for Payable 2026. The notice of the public hearing was mailed to the property owner and published in the SunThisWeek on October 31, 2025.

Primary Issues to Consider

- The City's authority to reassess the canceled assessments under Minn. Stat. §429.071, Subd. 4.
- Establishing the reassessment amount consistent with prior Council actions.

Supporting Information

1. Resolution Reassess Canceled Assessment
2. Affidavit of Mailing PH Notice
3. PH Oct 31st_SunThisWeek
4. Court Order for Judgment & Certifying expenses
5. Dakota County Report SA709DCO PROJECT 221358

6. Resolution 17-085 Specially assess Demolition Charges
7. Resolution 17-148 Specially Assess Legal Fees
8. 2018 Tax Statement_22.21173.04.100

Financial Impact: \$49,254.49 Budgeted: No Source: Property Taxes Envision Lakeville Community Values: Good Value for Public Service Safety Throughout the Community Report Completed by: Julie Stahl, Finance Director

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION REASSESSING CANCELED SPECIAL ASSESSMENTS
FOR REMOVAL OF A HAZARDOUS BUILDING**

WHEREAS, the original assessment for the removal of public health or safety hazards from private property (“special charges”) was originally assessed on July 5, 2017 (Res.17-085 and Res.17-148); and

WHEREAS, the property located at 6649 167th Street W, Lakeville, MN 55044 (Parcel #22-21173-04-100) (“Property”) was tax forfeited and the special assessment was cancelled because of the forfeiture; and

WHEREAS, Dakota County notified the City of Lakeville that the tax-forfeited parcel has been sold and the previously canceled assessments are eligible to be reassessed; and

WHEREAS, the City of Lakeville continues to desire to collect costs associated with the abatement of the hazardous building at the Property;

WHEREAS, Minn. Stat, 429.071 subd.4 authorizes the City to reassess a tax-forfeited parcel for the unpaid original assessments that were canceled because of the forfeiture; and

WHEREAS, a Public Hearing was held November 17, 2025 at the Lakeville Council Chambers, 20195 Holyoke Avenue at 6:00 p.m. to consider reassessing unpaid demolition charges for the abatement of the hazardous building on the Property for collection with taxes and assessment of special charges.

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

1. Assessment No. 221443 in the amount of \$49,254.49 relating to the reassessment of unpaid demolition charges for property located at 6649 167th Street W, Lakeville, MN 55044 (Parcel #22-21173-04-100).

	Demolition Charges	18% Annual Interest	Total Assessment
Original SA Roll #1358	\$44,300.00	\$11,884.54	\$56,184.54
Less County Payments Received			\$(6,930.05)
Reassessed SA Roll #1443	Reassessment Amount		\$49,254.49

The proposed assessment is hereby accepted and shall constitute a special assessment against the lands named therein. The owner of any property so assessed may, at any

time prior to the certification of the assessment to the County Auditor on December 1, 2025, pay to the City Treasurer the whole of the assessment on such property. A copy of this resolution is to be forwarded to the Dakota County Treasurer/Auditor for collection with other taxes if the City Treasurer does not receive payment of the assessment.

ADOPTED this 17th day of November, 2025 by the City Council of the City of Lakeville.

CITY OF LAKEVILLE

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

State of Minnesota) ss.
County of Dakota)

There is a delivery service by United States mail between the place of mailing and the places so addressed.

Subscribed and sworn to before me this 30th day of October, 2025.

Iman Ban

 **TASHA D. BARKER**
Notary Public-Minnesota
My Commission Expires Jan 31, 2027



Ad Proof

Not Actual Size

**CITY OF LAKEVILLE
DAKOTA COUNTY,
MINNESOTA**

**NOTICE OF
PUBLIC HEARING**

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the City Council will meet at 6:00 p.m. on November 17, 2025 in the Council Chambers, 20195 Holyoke Avenue, Lakeville, Minnesota, to consider the reassessment of special assessments previously levied against property that had been tax-forfeited to the State of Minnesota. Said property has since been sold, and the original assessments were cancelled at the time of forfeiture. Pursuant to Minnesota Statutes Section 429.071, Subdivision 4, the City proposes to reassess the remaining unpaid portion of those improvements against the property. Property owners may present written or oral objections at the public hearing in person, or via Team Meeting, **Meeting ID: 271 988 463 364 or by calling Toll Number 1 323 433 2142; Conference ID: 815 799 765#.**

The proposed charges and assessment role are on file for public inspection in the City's Finance Department. Written or oral objections will be considered at the public hearing.

A property owner may appeal reassessment to district court pursuant to MS Section 429.081 by serving notice of the appeal to the Mayor or City Clerk within thirty (30) days after adoption of the assessment and filing such notice with the district court within ten (10) days after service upon the Mayor or City Clerk. No appeal may be taken to the district court, however, as to the amount of an assessment, unless a written objection, signed by the affected property owner, is filed with the City Clerk prior to the assessment hearing or is presented to the presiding officer at the hearing.

DATED this 31st day of
October 2025

CITY OF LAKEVILLE

Ann Orlofsky, City Clerk

Published in the Sun Thisweek
October 31, 2025
1500000

-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully. If changes are needed, please contact us prior to deadline at
Cambridge (763) 691-6000 or email at publicnotice@apgecm.com

Date: 10/28/25

Account #: 420191

Customer: CITY OF LAKEVILLE

Address: 20195 HOLYOKE AVE
LAKEVILLE

Telephone: (952) 985-4485
Fax: (952) 985-4499

Publications:

STW Lakeville

Ad ID: 1500000

Copy Line: Nov 17 PH Tax Forfeiture Reass

PO Number:

Start: 10/31/25

Stop: 10/31/2025

Total Cost: \$47.60

of Lines: 68

Total Depth: 7.556

of Inserts: 1

Ad Class: 150

Phone # (763) 691-6000

Email: publicnotice@apgecm.com

Rep No: SE710

Contract-Gross

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT
CASE TYPE: Other Civil

IN RE:

Court File No.: 19HA-CV-16-2473

The Matter of a Hazardous Building
Located at 6649 167th Street West,
City of Lakeville, Dakota County, Minnesota

**ORDER FOR JUDGMENT
AND JUDGMENT ALLOWING
AND CERTIFYING EXPENSES**

On May 3, 2017 at 9:00 a.m., the above-entitled matter came on for hearing before the undersigned Judge of First Judicial District Court, on the City of Lakeville's request for approval of expenses incurred in enforcing the City's Order to Correct or Remove Hazardous Conditions or Raze or Remove Hazardous Building, relating to the property located at 6649 167th Street West, Lakeville, Minnesota, pursuant to Minn. Stat. §§ 463.21 & 463.22.

The City was represented by its attorney, Amy B. Schutt, of Campbell Knutson, Professional Association, 860 Blue Gentian Road, Suite 290, Eagan, Minnesota, 55121. The Property Owner did not appear.

Based on the pleadings, all files, records and proceedings in the above-entitled matter:

IT IS HEREBY ORDERED:

I.

1. The City's costs of removal and correction of the hazardous condition in the amount of \$44,300.00 are hereby approved.
2. The City is directed to proceed with recovery of these costs pursuant to the special assessment procedure outlined in Minn. Stat. §§ 429.061 to 429.081.

II.

1. The City's Expense Account in the amount of \$9,764.14 is hereby approved and certified to the Lakeville City Clerk.

FILED FIRST JUDICIAL DISTRICT
DAKOTA COUNTY, Court Administrator

MAY 02 2017

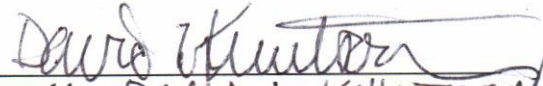
2. If the Property Owner(s) do not pay the total balance of the City's Expense Account by October 1, 2017, the Lakeville City Clerk is directed to certify the amount of the expenses to the Dakota County Auditor for entry on the tax rolls of the county as a special charge against the subject property, legally described as:

Lot 10, Block 4, Donnay's Valley Park 4th Addition, Dakota County, Minnesota
to be collected in the same manner as other taxes and the amount so collected shall be paid to the City of Lakeville, Minnesota.

LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 5/3/17

BY THE COURT:

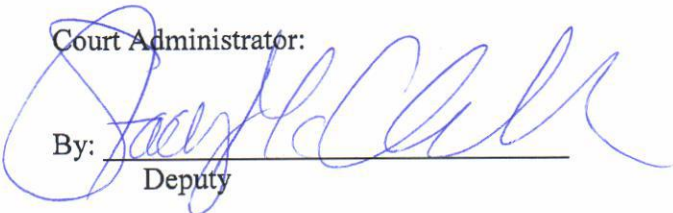

Honorable DAVID L. KNUTSON
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes the entry of Judgment of the Court.

Dated: 5/3, 2017

Court Administrator:

By: 
Deputy

Date: 12/18/2017
Time: 11:01 AM
Environment: ODAPROD



Report Name: SA709DCO
Job Number: 193289
Page 1 of 1

DAKOTA COUNTY PROPERTY TAXATION & RECORDS
SPECIAL ASSESSMENT PROJECT ADDITIONS

Parameters: Tax Year: 2017

Start Date Selected: 07/01/2017 End Date Selected: 12/22/2017

Project Number: 221358	Project Name: DEMOLITION CHARGES							
Parcel Id		Base Value	First Yr Interest	Reg. Interest	Cert Year	# Of Years	Deferral Code	Calc Code
22-21173-04-100		56,184.54	0.00000	0.00000	2017	1		3
22-75890-03-040		39,456.00	0.00000	0.00000	2017	1		3
Project Totals	2	95,640.54						
Report Total	2	95,640.54						

End of Report

CITY OF LAKEVILLE

RESOLUTION NO. 17-85

**RESOLUTION SPECIALLY ASSESSING UNPAID DEMOLITION CHARGES TO
THE COUNTY AUDITOR-TREASURER**

WHEREAS, Minn. Stat, 429.101 authorizes the City to special assess for the removal or elimination of public health or safety hazards from private property (“special charges”).

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

1. Assessment No. 1358 in the amount of \$95,640.54 relating to specially assessing unpaid demolition charges is calculated as follows:

Total unpaid demolition charges	\$	75,410.00
Interest	\$	20,230.54
Total certified	\$	95,640.54

The proposed assessment is hereby accepted and shall constitute a special assessment against the lands named therein:

Address	Tax Roll Number	Demolition Charges	18% Annual Interest	Total Assessment
11311 178 th Street W.	227589003040	\$31,110.00	\$8,346.00	\$39,456.00
6649 167 th Street W.	222117304100	\$44,300.00	\$11,884.54	\$56,184.54

The amounts certified shall bear interest from the date of this resolution until December 31, 2018 at the rate of eighteen percent (18%) per annum. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay to the City Treasurer the whole of the assessment on such property, with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution; and he or she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to

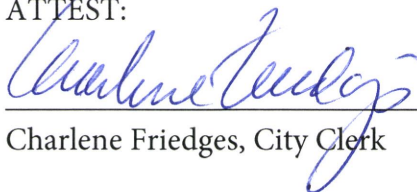
December 31 of the year in which such payment is made. Such payment must be made before December 31, 2017, or interest will be charged through December 31 of the succeeding year. A copy of this resolution, together with the assessment roll, is to be forwarded to the Dakota County Treasurer/Auditor for collection with other taxes.

ADOPTED this 5th day of July 2017 by the City Council of the City of Lakeville

CITY OF LAKEVILLE

By: 
Douglas P. Anderson

ATTEST:


Charlene Friedges, City Clerk

item 8
Approved



Date: October 16, 2017

Item No.

**RESOLUTION CERTIFYING SPECIAL
CHARGES TO THE COUNTY AUDITOR-TREASURER**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution Certifying Special Charges to the County Auditor-Treasurer.

Overview

On May 3, 2017, the City went before the District Court to request approval of expenses incurred in enforcing the City's order for removal of hazardous buildings pursuant to Minn. Stat 463.21 & 463.22 on properties located at 11311 178th Street West and 6649 167th Street. The District Court ordered that the City's legal costs of removal and correction of the hazardous conditions in the amount of \$9,350.62 and \$9,764.14, respectively, were approved and directed the City that if the property owners did not pay the total balance of these charges by October 1, 2017, the City could pursue certifying the amount of the expenses to the Dakota County Auditor for entry on the tax rolls of the county as a special charge against the property. As of the date of this council report the City has not received any payments related to either of these properties.

Primary Issues to Consider

- None

Supporting Information

- Resolution
- Exhibit A
- District Court Order for Judgement and Judgement Allowing and Certifying Expenses
- property address 11311 178th Street West
- District Court Order for Judgement and Judgement Allowing and Certifying Expenses
- property address 6649 167th Street West

Financial Impact: \$19,115

Budgeted: Y ☐ N ☒ **Source:**

Related Documents: (CIP, ERP, etc.):

Envision Lakeville Community Values: Good Value for Public Services

Report Completed by: David Olson, Community and Economic Development Director, and Julie Werner, Assistant Finance Director

CITY OF LAKEVILLE

RESOLUTION NO. 17-148

RESOLUTION CERTIFYING SPECIAL CHARGES TO THE
COUNTY AUDITOR-TREASURER

WHEREAS, District Court Order for Judgement authorizes the City to certify for the removal or elimination of public health or safety hazards from private property ("special charges").

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

Assessment No. 1362 in the amount of \$19,114.76 relating to the certification of unpaid legal charges is hereby approved.

The proposed assessment (Exhibit A), a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute a special assessment against the lands named therein.

The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay to the City Treasurer the whole of the assessment on such property. A copy of this resolution, together with the assessment roll, is to be forwarded to the Dakota County Treasurer/Auditor for collection with other taxes.

ADOPTED this 16th day of October, 2017 by the City Council of the City of Lakeville

CITY OF LAKEVILLE

By: 
Douglas P. Anderson

ATTEST:

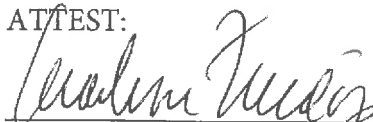

Charlene Friedges, City Clerk

Exhibit A

Name	Address	Tax Roll Number	Total Assessment
Michelle Boyd	11311 178th Street West	227589003040	\$ 9,350.62
Diane Feldman	6649 167th Street West	222117304100	\$ 9,764.14
TOTALS			\$ 19,114.76

PARID 22-21173-04-100
NBHD 22RES002
FELDMAN|DIANE PATRICIA

JUR 019
ROLL RP
6649 167TH ST W , ROSEMOUNT 55068

Property Tax by Jurisdiction

Pay Year:	2018
County Tax:	\$135.56
Regional Rail Tax:	\$.16
Municipality Tax:	\$185.74
State Tax:	\$.00
School District Voter Levies:	\$103.06
School District Other Levies:	\$114.84
Metro Special Taxing Districts:	\$12.10
Other Special Taxing Districts:	\$9.74
Tax Increment Tax:	\$.00
Fiscal Disparity Tax:	\$.00
City Referendum Tax:	\$.00
County Referendum Tax:	\$.00
Net Tax:	\$561.20
Special Assessments:	\$66,455.70
TOTAL TAX/A:	\$67,016.90
Half Payment:	\$33,508.45

Property Tax and Credits

Gross Tax Before Credits:	\$561.20
Homestead and Ag Market Value Credits:	\$.00
Ag Preserve/Disaster Credit:	
School Bond Credit:	\$.00
Powerline Credit	\$.00
Net Tax After Credits:	\$561.20

Miscellaneous Statement Information

Qualifying Tax Amount:	\$.00
Veterans Exclusion:	
Senior Deferral:	N
Exempt:	N
Tax Change:	N
MSA Int:	N
Coop #:	
Mortgage Code:	
Late Farm:	N
Contig Parcel:	N
UTA:	2206

Homestead

Non-Homestead

Values

Tax Market Value:	40,800
Estimated Market Value:	40,800
T1 TCAP Value:	0
FD TCAP Value:	0
Tax Capacity Value:	510
State TCAP Value:	0
Old House Market Value:	0

New Construction Value:

0

Rates

Total TCAP Rate %:	88.658
Total Market Rate %:	.26715
State Rate %:	
FD Ratio %:	.37060468
FD Area Wide Rate %:	145.095

Special Assessments:

Project#	Year	Roll Type	Val 1	Val 2	Calc Amt	Override	Amount	Fees	Calc. ...
221291	2017	RP	4,162.36	1.00	317.38		317.38	0.00	D
221354	2017	RP	189.64	1.00	189.64	189.64	189.64	0.00	3
221358	2017	RP	56,184.54		56,184.54		56,184.54	0.00	3
221362	2017	RP	9,764.14		9,764.14		9,764.14	0.00	3



Date: 11/17/2025

Next City Council Meeting December 1, 2025

Proposed Action

Staff recommends adoption of the following motion:

Overview

Supporting Information

None

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