ROSEMOUNT
MINNESOTA

AGENDA
City Council Regular Meeting
Tuesday, July 11, 2023
7:00 PM
Council Chambers

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

a. Police Officer Oath of Office

b. Police Officer Oath of Office

4. PUBLIC COMMENT

Individuals will be allowed to address the Council on subjects that are not a part of the meeting agenda. Typically, replies to the concerns expressed will be made via letter or phone call within a week or at the following council meeting.

5. RESPONSE TO PUBLIC COMMENT

6. CONSENT AGENDA

a. Bills Listing

b. Minutes of the June 20, 2023 Regular Meeting Minutes

c. Approve Service Agreement for Fixed Base Water Meter System

d. Dakota County Electronic Crimes Unit Joint Powers

e. Donation Acceptance from American Legion Post No. 65

f. Absentee Voting Administration Joint Powers Agreement

g. Naming of Depositories and Financial Institutions

h. Flint Hills Trail Head/Park Building – Project Cha

i. JPA - Vermillion River Watershed Cost-Share - PW/PD Stormwater

j. Minnesota Internet Crimes Against Children

7. PUBLIC HEARINGS

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a. Awarding the Sale of $64,865,000 General Obligation Street Reconstruction and Capital Improvement Plan Bonds

b. Accept Bids and Award Contract for Akron Avenue South Extension

10. ANNOUNCEMENTS

a. City Staff Updates

b. Upcoming Community Calendar

11. ADJOURNMENT

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: July 11, 2023

AGENDA ITEM: Police Officer Oath of Office	**AGENDA SECTION:** PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY: Mikael Dahlstrom, Police Chief	**AGENDA NO.** 3.a.
ATTACHMENTS: Hughes Oath of Office	**APPROVED BY:** LJM
RECOMMENDED ACTION: None	

BACKGROUND

In the summer of 2022, the police Department initiated a hiring process to fill several vacancies. Following an extensive testing process that included several interviews, a scenario-based exercise, a written evaluation, and a ride-along, Officer James “Billy" Hughes was selected to fill one of the vacancies and started with the Department as a police officer in May of 2022.

Officer Hughes has lived in Rosemount since 3rd Grade and has no plans to move. He graduated from Rosemount High School in 2013 with Officer Litzner and Officer Swanson. After graduating from Rosemount, he pursued an education in Law Enforcement at Minnesota State University, Mankato and graduated Summa Cum Laude from Mankato in 2017 with my Bachelor of Science in Law Enforcement.

Officer Hughes previously worked as a Community Service Officer with the Apple Valley Police Department, Asset Protection for Target, Dispatch for Dakota 911, and as a Corrections Officer for the Scott County Jail. He credits these jobs for giving him the tools needed to be a successful Rosemount Police Officer.
In his spare time, Officer Hughes enjoys camping, volleyball, watching sports, crossFit, and most importantly being a Dad.

Working for Rosemount has been a goal of his since he realized he wanted to be a Police Officer and he is very excited for the road ahead and looking forward to what he can accomplish during his career.

RECOMMENDATION

Issue Oath of Office to James "Billy" Hughes.

STATE OF MINNESOTA)
COUNTY OF DAKOTA) §
CITY OF ROSEMOUNT)

I, James Hughes, solemnly swear that I will support the Constitution of the United States and of the State of Minnesota, and faithfully discharge the duties of a Police Officer with the Rosemount Police Department in the County of Dakota and the State of Minnesota, to the best of my judgment and ability. So help me God.

_____
James Hughes

Subscribed and sworn to
before me this 11th day
of July, 2023

_____
Mayor Jeffery D. Weisensel

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: July 11, 2023

AGENDA ITEM: Police Officer Oath of Office	**AGENDA SECTION:** PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY: Mikael Dahlstrom, Police Chief	**AGENDA NO.** 3.b.
ATTACHMENTS: Hubacher Oath of Office	**APPROVED BY:** LJM
RECOMMENDED ACTION: None	

BACKGROUND

In the summer of 2022, the police Department initiated a hiring process to fill several vacancies. Following an extensive testing process that included several interviews, a scenario-based exercise, a written evaluation, and a ride-along, Officer Sarah Hubacher was selected to fill one of the vacancies and started with the Department as a police officer in May of 2022.

Officer Hubacher grew up in Lakeville in a big family with five older brothers and sisters. She went to Lakeville North high school and played varsity hockey all through high school. Following high school, she went on to play hockey at University of Wisconsin Superior and Concordia, Wisconsin. Officer Hubacher earned an Associate's degree from Riverland Tech college in Austin, Minnesota and attended further law enforcement training at Alexandria Technical College.

Prior to coming to Rosemount, Officer Hubacher earned experience working as a Community Service Officer for the Austin Police Department, as a Deputy for a short time with the Douglas County Sheriff's Office, and as a police officer for the Dundas Police Department.

In her spare time, Officer Hubacher loves to hunt and fish, 4-wheel at her boyfriend's farm, shoot trap, work out at the gym, and spend time with her two dogs.
Officer Hubacher wanted to serve as a police officer because she believes in the importance of the little things, and she would like to be the person that helps change someone's life. Officer Hubacher wanted to work for Rosemount Police Department because the City reminded her of the town she grew up in and she admired the character of the Rosemount Police Department after meeting some of the staff.

RECOMMENDATION

Issue Oath of Office to Sarah Hubacher.

STATE OF MINNESOTA)
COUNTY OF DAKOTA) §
CITY OF ROSEMOUNT)

I, Sarah Hubacher, solemnly swear that I will support the Constitution of the United States and of the State of Minnesota, and faithfully discharge the duties of a Police Officer with the Rosemount Police Department in the County of Dakota and the State of Minnesota, to the best of my judgment and ability. So help me God.

_____
Sarah Hubacher

Subscribed and sworn to
before me this 11th day
of July, 2023

_____
Mayor Jeffery D. Weisensel

PACKET: 06710 06/15/23 PYRL Regular Payments
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : PYBNK MERCHANTS BANK - PY

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
011310	AFLAC							
	I-161202306149552	AFLAC INSURANCE PREMIUMS	D	6/15/2023		352.34CR	001519	
	I-162202306149552	AFLAC INSURANCE PREMIUMS	D	6/15/2023		267.84CR	001519	620.18
005806	BPAS-BENEFIT PLANS ADMIN SRVS							
	I-250202306149552	VEBA - EMPLOYEE CONTRIBUTIONS	D	6/15/2023		105.00CR	001520	105.00
002708	GUARDIAN							
	I-111202305319462	DENTAL INSURANCE PREMIUMS	D	6/15/2023		1,215.20CR	001521	
	I-111202306149552	DENTAL INSURANCE PREMIUMS	D	6/15/2023		1,215.20CR	001521	
	I-112202305319462	DENTAL INSURANCE PREMIUMS	D	6/15/2023		1,788.70CR	001521	
	I-112202306149552	DENTAL INSURANCE PREMIUMS	D	6/15/2023		1,788.70CR	001521	
	I-202306209554	DENTAL INSURANCE PREMIUMS	D	6/15/2023		97.60CR	001521	6,105.40
000003	INTERNAL REVENUE SERVICE							
	I-T1 202306149552	FEDERAL WITHHOLDING	D	6/15/2023		33,994.97CR	001522	
	I-T3 202306149552	FICA W/H & CONTRIBUTIONS	D	6/15/2023		29,630.06CR	001522	
	I-T4 202306149552	MEDICARE W/H & CONTRIBUTIONS	D	6/15/2023		10,690.12CR	001522	74,315.15
004117	MEDICA							
	I-101202305319462	HEALTH INSURANCE PREMIUMS	D	6/15/2023		5,121.16CR	001523	
	I-101202306149552	HEALTH INSURANCE PREMIUMS	D	6/15/2023		5,121.16CR	001523	
	I-104202305319462	HEALTH INSURANCE PREMIUMS	D	6/15/2023		12,942.12CR	001523	
	I-104202306149552	HEALTH INSURANCE PREMIUMS	D	6/15/2023		12,049.56CR	001523	
	I-106202305319462	HEALTH INSURANCE PREMIUMS	D	6/15/2023		18,608.98CR	001523	
	I-106202306149552	HEALTH INSURANCE PREMIUMS	D	6/15/2023		18,608.98CR	001523	
	I-107202305319462	HEALTH INSURANCE PREMIUMS	D	6/15/2023		20,582.70CR	001523	
	I-107202306149552	HEALTH INSURANCE PREMIUMS	D	6/15/2023		23,327.06CR	001523	
	I-202306209553	HEALTH INSURANCE PREMIUMS	D	6/15/2023		1,010.58CR	001523	117,372.30
000004	MN DEPT OF REVENUE							
	I-T2 202306149552	MN STATE WITHHOLDING	D	6/15/2023		16,136.33CR	001524	16,136.33
002238	MN STATE RETIREMENT SYSTEM							
	I-260202306149552	MSRS-EMPLOYEE CONTRIBUTION	D	6/15/2023		600.00CR	001525	
	I-262202306149552	MSRS-EMPLOYEE CONTRIBUTION	D	6/15/2023		1,015.93CR	001525	
	I-263202306149552	MSRS-EMPLOYEE CONTRIBUTION	D	6/15/2023		700.00CR	001525	
	I-264202306149552	MSRS-EMPLOYEE CONTRIBUTION	D	6/15/2023		480.00CR	001525	
	I-350202306149552	DEFERRED COMP WITHHOLDING	D	6/15/2023		3,507.00CR	001525	
	I-351202306149552	DEFERRED COMP WITHHOLDING	D	6/15/2023		319.29CR	001525	
	I-352202306149552	ROTH 457 CONTRIBUTIONS	D	6/15/2023		1,800.00CR	001525	
	I-353202306149552	ROTH 457 CONTRIBUTIONS	D	6/15/2023		983.28CR	001525	
	I-354202306149552	DEF COMP W/H INS. WAIVER	D	6/15/2023		3,640.00CR	001525	13,045.50

PACKET: 06710 06/15/23 PYRL Regular Payments
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : PYBNK MERCHANTS BANK - PY

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
140290	NATIONWIDE RETIREMENT SOL							
	I-310202306149552	DEFERRED COMP WITHHOLDING	D	6/15/2023		4,506.39CR	001526	
	I-311202306149552	DEFERRED COMP WITHHOLDING	D	6/15/2023		832.16CR	001526	
	I-312202306149552	DEF COMP W/H INS. WAIVER	D	6/15/2023		2,073.92CR	001526	
	I-340202306149552	ROTH 457 CONTRIBUTIONS	D	6/15/2023		1,938.92CR	001526	
	I-341202306149552	ROTH 457 CONTRIBUTIONS	D	6/15/2023		204.92CR	001526	9,556.31
162110	PUBLIC EMPLOYEE							
	I-300202306149552	PERA W/H - COORDINATED	D	6/15/2023		33,070.55CR	001527	
	I-301202306149552	PERA W/H - POLICE DEPT	D	6/15/2023		38,943.60CR	001527	72,014.15
004118	SUN LIFE FINANCIAL							
	C-202306209557	LONG TERM DISABILITY PREMIUMS	D	6/15/2023		0.32	001528	
	C-202306209558	SHORT TERM DISABILIY PREMIUMS	D	6/15/2023		0.12	001528	
	I-141202305319462	GROUP LIFE INS PREMIUMS	D	6/15/2023		72.15CR	001528	
	I-141202306149552	GROUP LIFE INS PREMIUMS	D	6/15/2023		75.48CR	001528	
	I-142202305319462	GROUP LIFE INS PREMIUMS	D	6/15/2023		36.50CR	001528	
	I-142202306149552	GROUP LIFE INS PREMIUMS	D	6/15/2023		36.50CR	001528	
	I-150202305319462	SUPPL. LIFE INS PREMIUMS	D	6/15/2023		574.24CR	001528	
	I-150202306149552	SUPPL. LIFE INS PREMIUMS	D	6/15/2023		568.38CR	001528	
	I-170202305319462	LONG TERM DISABILITY PREMIUMS	D	6/15/2023		853.06CR	001528	
	I-170202306149552	LONG TERM DISABILITY PREMIUMS	D	6/15/2023		854.40CR	001528	
	I-190202305319462	SHORT TERM DISABILITY PREMIUMS	D	6/15/2023		864.92CR	001528	
	I-190202306149552	SHORT TERM DISABILITY PREMIUMS	D	6/15/2023		842.14CR	001528	
	I-202306209556	LIFE INSURANCE PREMIUMS	D	6/15/2023		63.29CR	001528	4,840.62
005807	WEX HEALTH INC							
	I-230202306149552	HSA - EMPLOYEE CONTRIBUTION	D	6/15/2023		5,272.90CR	001529	
	I-231202306149552	EMPLOYER HSA CONTRIBUTIONS	D	6/15/2023		370.42CR	001529	5,643.32

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	0.00	319,754.26	319,754.26
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	11	0.00	319,754.26	319,754.26

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 06710 06/15/23 PYRL Regular Payments
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : PYBNK MERCHANTS BANK - PY

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
101	6/2023	270,730.80CR
201	6/2023	2,163.53CR
601	6/2023	13,523.48CR
602	6/2023	13,523.46CR
603	6/2023	13,414.03CR
650	6/2023	6,398.96CR
ALL		319,754.26CR

6/22/2023

PACKET: 06711 06/22/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-040435 DAKOTA ELECTRIC ASSOCIATION									
I	200001066414	5/23 STREET LIGHTS	APBNK	6/22/2023	R	6/07/2023	6,442.11	6,442.11	6,442.11CR
		G/L ACCOUNT		CK: 152631			6,442.11		
		608 49508-01-381.00 ELECTRIC UTILITIES					6,442.11	STREET LIGHTS	
I	200001519073	5/23 SIREN #10	APBNK	6/22/2023	R	6/07/2023	5.00	5.00	5.00CR
		G/L ACCOUNT		CK: 152631			5.00		
		101 43121-01-381.00 ELECTRIC UTILITIES					5.00	SIREN #10	
I	200001834654	5/23 LIFT STATION #4	APBNK	6/22/2023	R	6/07/2023	209.63	209.63	209.63CR
		G/L ACCOUNT		CK: 152631			209.63		
		602 49454-01-381.00 ELECTRIC UTILITIES					209.63	LIFT STATION #4	
I	200002004786	5/23 CONNEMARA PARK SHELTER/LIGH	APBNK	6/22/2023	R	6/07/2023	20.09	20.09	20.09CR
		G/L ACCOUNT		CK: 152631			20.09		
		101 45202-01-381.00 ELECTRIC UTILITIES					20.09	CONNEMARA PARK SHELTER/LIGHTS	
I	200002007870	5/23 IRRIGATION PUMP/SP CONTROL	APBNK	6/22/2023	R	6/07/2023	19.58	19.58	19.58CR
		G/L ACCOUNT		CK: 152631			19.58		
		101 45202-01-381.00 ELECTRIC UTILITIES					19.58	IRRIGATION PUMP/SP CONTROL BLD	
I	200002009231	5/23 WELL #8	APBNK	6/22/2023	R	6/07/2023	483.61	483.61	483.61CR
		G/L ACCOUNT		CK: 152631			483.61		
		601 49408-01-381.00 ELECTRIC UTILITIES					483.61	WELL #8	
I	200002009496	5/23 WATER TOWER #2	APBNK	6/22/2023	R	6/07/2023	290.83	290.83	290.83CR
		G/L ACCOUNT		CK: 152631			290.83		
		601 49416-01-381.00 ELECTRIC UTILITIES					290.83	WATER TOWER #2	
I	200002079739	5/23 JAYCEE PARK SHELTER/LIGHTS	APBNK	6/22/2023	R	6/07/2023	121.03	121.03	121.03CR
		G/L ACCOUNT		CK: 152631			121.03		
		101 45202-01-381.00 ELECTRIC UTILITIES					121.03	JAYCEE PARK SHELTER/LIGHTS	
I	200002080539	5/23 LIFT STATION #3	APBNK	6/22/2023	R	6/07/2023	219.50	219.50	219.50CR
		G/L ACCOUNT		CK: 152631			219.50		
		602 49453-01-381.00 ELECTRIC UTILITIES					219.50	LIFT STATION #3	
I	200002112506	5/23 JAYCEE PARK TRAIL LIGHTS	APBNK	6/22/2023	R	6/07/2023	178.09	178.09	178.09CR
		G/L ACCOUNT		CK: 152631			178.09		
		101 45202-01-381.00 ELECTRIC UTILITIES					178.09	JAYCEE PARK TRAIL LIGHTS	
I	200002868701	5/23 STORM DRAIN LIFT STATION #3	APBNK	6/22/2023	R	6/07/2023	192.10	192.10	192.10CR
		G/L ACCOUNT		CK: 152631			192.10		
		603 49513-01-381.00 ELECTRIC UTILITIES					192.10	STORM DRAIN LIFT STATION #3	
I	200003329984	5/23 SDLS #4/LS #6	APBNK	6/22/2023	R	6/07/2023	125.04	125.04	125.04CR
		G/L ACCOUNT		CK: 152631			125.04		
		603 49514-01-381.00 ELECTRIC UTILITIES					25.01	SDLS #4/LS #6	

PACKET: 06711 06/22/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
		602 49456-01-381.00 ELECTRIC UTILITIES					100.03	SDLS #4/LS #6	
I	200003564457	5/23 METERED TUNNEL LIGHTS	APBNK	6/22/2023	R	6/07/2023	17.57	17.57CR	
		G/L ACCOUNT		CK: 152631			17.57		
		608 49508-01-381.00 ELECTRIC UTILITIES					17.57	METERED TUNNEL LIGHTS	
I	200003949690	5/23 LIFT STATION #9	APBNK	6/22/2023	R	6/07/2023	123.11	123.11CR	
		G/L ACCOUNT		CK: 152631			123.11		
		602 49457-01-381.00 ELECTRIC UTILITIES					123.11	LIFT STATION #9	
I	200004097754	5/23 STORM DRAIN LIFT STATION #6	APBNK	6/22/2023	R	6/07/2023	50.35	50.35CR	
		G/L ACCOUNT		CK: 152631			50.35		
		603 49516-01-381.00 ELECTRIC UTILITIES					50.35	STORM DRAIN LIFT STATION #6	
I	200010038900	5/23 STORM DRAIN LIFT STATION #8	APBNK	6/22/2023	R	6/07/2023	27.65	27.65CR	
		G/L ACCOUNT		CK: 152631			27.65		
		603 49518-01-381.00 ELECTRIC UTILITIES					27.65	STORM DRAIN LIFT STATION #8	
I	200010054799	5/23 LIFT STATION #5	APBNK	6/22/2023	R	6/07/2023	368.03	368.03CR	
		G/L ACCOUNT		CK: 152631			368.03		
		602 49455-01-381.00 ELECTRIC UTILITIES					368.03	LIFT STATION #5	
I	200010057891	5/23 LIFT STATION #12	APBNK	6/22/2023	R	6/07/2023	59.94	59.94CR	
		G/L ACCOUNT		CK: 152631			59.94		
		602 49462-01-381.00 ELECTRIC UTILITIES					59.94	LIFT STATION #12	
				REG. CHECK		1	8,953.26	8,953.26CR	0.00
							8,953.26	0.00	
01-000480 FEDEX									
I	8-161-92265	POSTAGE FOR LIQUOR RENEWALS	APBNK	6/22/2023	R	6/14/2023	14.97	14.97CR	
		G/L ACCOUNT		CK: 152633			14.97		
		101 41810-01-322.00 POSTAGE COSTS					14.97	POSTAGE FOR LIQUOR RENEWALS	
				REG. CHECK		1	14.97	14.97CR	0.00
							14.97	0.00	
01-005066 MARCO TECHNOLOGIES LLC									
I	503510232	LEASE PYMT - SHRP MX 3071	APBNK	6/22/2023	R	6/07/2023	178.30	178.30CR	
		G/L ACCOUNT		CK: 152634			178.30		
		101 41810-01-580.00 OTHER EQUIPMENT					178.30	LEASE PYMT - SHRP MX 3071	
				REG. CHECK		1	178.30	178.30CR	0.00
							178.30	0.00	

PACKET: 06711 06/22/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-240010 XCEL ENERGY									
I	6870492-3 5/23	NON METERED STREET LIGHTS	APBNK	6/22/2023	R	6/05/2023	11,653.39	11,653.39CR	
		G/L ACCOUNT		CK: 152635			11,653.39		
		608 49508-01-381.00 ELECTRIC UTILITIES					11,653.39	NON METERED STREET LIGHTS	
				REG. CHECK		1	11,653.39	11,653.39CR	0.00
							11,653.39	0.00	

PACKET: 06711 06/22/2023 AP CHECK RUN
VENDOR SET: 01

REPORT TOTALS

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
101	GENERAL FUND	537.06CR
601	WATER UTILITY FUND	774.44CR
602	SEWER UTILITY FUND	1,080.24CR
603	STORM WATER UTILITY FUND	295.11CR
608	STREET LIGHT UTILITY FUND	18,113.07CR
	** TOTALS **	20,799.92CR

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS	4	20,799.92	20,799.92CR	0.00
		20,799.92	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	4	20,799.92	20,799.92CR	0.00
		20,799.92	0.00	

ERRORS: 0 WARNINGS: 0

Leah Malecha

06/29/2023

PACKET: 06716 06/29/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-001822 4IMPRINT INC									
I	11347257	TABLECLOTH AND TABLE RUNNER	APBNK	6/29/2023	R	6/22/2023	744.03	744.03CR	
	G/L ACCOUNT			CK: 152636			744.03		
	101 41940-01-384.00	REFUSE DISPOSAL					744.03	TABLECLOTH AND TABLE RUNNERS	
				REG. CHECK		1	744.03	744.03CR	0.00
							744.03	0.00	
01-004555 ABT MAILCOM									
I	45589	MONTHLY OUTSOURCING-UB BILL	APBNK	6/29/2023	R	6/21/2023	2,905.60	2,905.60CR	
	G/L ACCOUNT			CK: 152637			2,905.60		
	601 49400-01-313.00	OUTSOURCE BILL PRINT/MAIL					763.68	MONTHLY OUTSOURCING-UB BILLS	
	602 49450-01-313.00	OUTSOURCE BILL PRINT/MAIL					763.68	MONTHLY OUTSOURCING-UB BILLS	
	603 49500-01-313.00	OUTSOURCE BILL PRINT/MAIL					763.68	MONTHLY OUTSOURCING-UB BILLS	
	608 49508-01-313.00	OUTSOURCE BILL PRINT/MAIL					254.56	MONTHLY OUTSOURCING-UB BILLS	
	603 49500-01-203.00	PRINTED FORMS & PAPER					360.00	MONTHLY OUTSOURCING-UB BILLS	
				REG. CHECK		1	2,905.60	2,905.60CR	0.00
							2,905.60	0.00	
01-004026 ALERUS									
I	C141708	COBRA MONTHLY SRV FEE-MAY 2	APBNK	6/20/2023	D	6/05/2023	40.00	40.00CR	
	G/L ACCOUNT			CK: 001538			40.00		
	101 41320-31-319.00	OTHER PROFESSIONAL SERVICES					40.00	COBRA MONTHLY SRV FEE-MAY 2023	
				DRAFTS		1	40.00	40.00CR	0.00
							40.00	0.00	
01-003728 AREHART PAINTING INC									
I	061923	SC REPAIRS & PAINTING	APBNK	6/29/2023	R	6/19/2023	1,700.00	1,700.00CR	
	G/L ACCOUNT			CK: 152638			1,700.00		
	101 45100-30-401.00	CONTRACTED BUILDING REPAIRS					1,700.00	SC REPAIRS & PAINTING	
				REG. CHECK		1	1,700.00	1,700.00CR	0.00
							1,700.00	0.00	

PACKET: 06716 06/29/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-002309 ASTECH ASPHALT SURFACE									
	I 23-102	2023 SO. METRO ROUT & SEAL	APBNK	6/29/2023	R	5/31/2023	84,823.20	84,823.20CR	
		G/L ACCOUNT		CK: 152639			84,823.20		
		101 43121-01-408.00 CRACKSEAL,SEALC'T,PATCH,STRIP					68,279.48	2023 SO. METRO ROUT & SEAL JPA	
		101 43121-01-402.00 PARKING LOT MAINTENANCE					16,543.72	2023 SO. METRO ROUT & SEAL JPA	
				REG. CHECK		1	84,823.20	84,823.20CR	0.00
							84,823.20	0.00	
01-003889 BERRY COFFEE COMPANY									
	I 958841	COFFEE SUPPLIES AT SC	APBNK	6/29/2023	R	6/15/2023	79.90	79.90CR	
		G/L ACCOUNT		CK: 152640			79.90		
		101 45100-30-219.00 OTHER OPERATING SUPPLIES					79.90	COFFEE SUPPLIES AT SC	
	I 959016	COFFEE SUPPLIES AT SC	APBNK	6/29/2023	R	6/15/2023	73.75	73.75CR	
		G/L ACCOUNT		CK: 152640			73.75		
		101 45100-30-219.00 OTHER OPERATING SUPPLIES					73.75	COFFEE SUPPLIES AT SC	
				REG. CHECK		1	153.65	153.65CR	0.00
							153.65	0.00	
01-005965 MAURIN A BETHAPUDI									
	I 2023-0201	PERMIT 4625-DAMAGE DEPOSIT	APBNK	6/29/2023	R	6/21/2023	300.00	300.00CR	
		G/L ACCOUNT		CK: 152641			300.00		
		101 22005 REFUNDS PAYABLE - P&R					300.00	PERMIT 4625-DAMAGE DEPOSIT	
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	0.00	
01-004321 BHE COMMUNITY SOLAR LLC									
	I 11809503	APRIL SOLAR SUBSCRIPTIONS	APBNK	6/29/2023	R	6/02/2023	2,456.41	2,456.41CR	
		G/L ACCOUNT		CK: 152642			2,456.41		
		601 49409-01-381.00 ELECTRIC UTILITIES					2,059.26	APRIL SOLAR SUBSCRIPTIONS	
		601 49425-01-381.00 ELECTRIC UTILITIES					397.15	APRIL SOLAR SUBSCRIPTIONS	
				REG. CHECK		1	2,456.41	2,456.41CR	0.00
							2,456.41	0.00	

PACKET: 06716 06/29/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-005738 BOARMAN KROOS VOGEL GROUP I									
	I 61911	POLICE & PW CAMPUS	APBNK	6/29/2023 R		6/10/2023	18,690.57	18,690.57CR	
		G/L ACCOUNT		CK: 152643			18,690.57		
		421 48000-01-302.00 ARCHITECTS' FEES					18,690.57	POLICE & PW CAMPUS	
				REG. CHECK		1	18,690.57	18,690.57CR	0.00
							18,690.57	0.00	
01-004012 BOLTON & MENK INC									
	I 0314423	PICKLEBALL COURTS & DOG PAR	APBNK	6/29/2023 R		6/20/2023	22,805.00	22,805.00CR	
		G/L ACCOUNT		CK: 152644			22,805.00		
		205 49005-01-540.00 IMPROVEMENTS OTHER THAN BLDGS					22,805.00	PICKLEBALL COURTS & DOG PARK	
				REG. CHECK		1	22,805.00	22,805.00CR	0.00
							22,805.00	0.00	
01-004103 BUSINESS ESSENTIALS									
	I WO-1247174-1	OFFICE SUPPLIES	APBNK	6/29/2023 R		6/08/2023	30.68	30.68CR	
		G/L ACCOUNT		CK: 152645			30.68		
		101 41810-01-209.00 OTHER OFFICE SUPPLIES					30.68	OFFICE SUPPLIES	
	I WO-1247730-1	COPIER PAPER	APBNK	6/29/2023 R		6/13/2023	205.53	205.53CR	
		G/L ACCOUNT		CK: 152645			205.53		
		101 41810-01-203.00 PRINTED FORMS & PAPER					205.53	COPIER PAPER	
	I WO-1249100-1	OFFICE SUPPLIES	APBNK	6/29/2023 R		6/22/2023	134.64	134.64CR	
		G/L ACCOUNT		CK: 152645			134.64		
		101 41810-01-209.00 OTHER OFFICE SUPPLIES					134.64	OFFICE SUPPLIES	
				REG. CHECK		1	370.85	370.85CR	0.00
							370.85	0.00	
01-003796 CAMPBELL KNUTSON PA									
	I 2023-0204	MAY LEGAL SERVICES	APBNK	6/29/2023 R		5/31/2023	8,223.13	8,223.13CR	
		G/L ACCOUNT		CK: 152646			8,223.13		
		101 42110-01-304.00 LEGAL FEES					8,223.13	MAY LEGAL SERVICES	
				REG. CHECK		1	8,223.13	8,223.13CR	0.00
							8,223.13	0.00	

PACKET: 06716 06/29/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-004068 CAMPION, BARROW & ASSOCIATE									
I	034861	OFFICER TESTING	APBNK	6/29/2023 R		5/31/2023	455.00	455.00CR	
		G/L ACCOUNT		CK: 152647			455.00		
		101 42110-01-306.00 PERSONNEL TESTING & RECRUITMNT					455.00	OFFICER TESTING	
				REG. CHECK			1 455.00	455.00CR	0.00
							455.00	0.00	
01-004169 CCP NI MASTER TENANT 4, LLC									
I	MAY 2023	MONTHLY SOLAR SUBSCRIPTIONS	APBNK	6/29/2023 R		6/16/2023	5,366.77	5,366.77CR	
		G/L ACCOUNT		CK: 152648			5,366.77		
		101 41940-01-381.00 ELECTRIC UTILITIES					2,467.07	MONTHLY SOLAR SUBSCRIPTIONS	
		601 49414-01-381.00 ELECTRIC UTILITIES					2,173.30	MONTHLY SOLAR SUBSCRIPTIONS	
		601 49407-01-381.00 ELECTRIC UTILITIES					726.40	MONTHLY SOLAR SUBSCRIPTIONS	
				REG. CHECK			1 5,366.77	5,366.77CR	0.00
							5,366.77	0.00	
01-002078 CDW GOVERNMENT INC									
I	KG88467	KEYBOARD	APBNK	6/29/2023 R		6/19/2023	58.12	58.12CR	
		G/L ACCOUNT		CK: 152649			58.12		
		101 41520-01-392.00 P.C. ACCESSORIES & SUPPLIES					58.12	KEYBOARD	
I	KH08672	MOUSE PAD	APBNK	6/29/2023 R		6/19/2023	11.24	11.24CR	
		G/L ACCOUNT		CK: 152649			11.24		
		101 41520-01-392.00 P.C. ACCESSORIES & SUPPLIES					11.24	MOUSE PAD	
				REG. CHECK			1 69.36	69.36CR	0.00
							69.36	0.00	
01-001576 CG MARKETING GROUP									
I	101814	BUSINESS CARDS-BUILDING DEP	APBNK	6/29/2023 R		6/09/2023	100.09	100.09CR	
		G/L ACCOUNT		CK: 152650			100.09		
		101 41910-01-209.00 OTHER OFFICE SUPPLIES					100.09	BUSINESS CARDS-BUILDING DEPT	
I	101872	BUSINESS CARDS-BUILDING DEP	APBNK	6/29/2023 R		6/20/2023	100.04	100.04CR	
		G/L ACCOUNT		CK: 152650			100.04		
		101 41910-01-209.00 OTHER OFFICE SUPPLIES					100.04	BUSINESS CARDS-BUILDING DEPT	
				REG. CHECK			1 200.13	200.13CR	0.00
							200.13	0.00	

PACKET: 06716 06/29/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-030784 CINTAS CORPORATION									
I	4158323271	MATS @ PW OFFICE BLDG	APBNK	6/29/2023	R	6/12/2023	68.25	68.25CR	
		G/L ACCOUNT		CK: 152651			68.25		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					68.25	MATS @ PW OFFICE BLDG	
I	4158323293	MATS @ POLICE	APBNK	6/29/2023	R	6/12/2023	48.75	48.75CR	
		G/L ACCOUNT		CK: 152651			48.75		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					48.75	MATS @ POLICE	
I	4158323296	MATS @ FS #1	APBNK	6/29/2023	R	6/12/2023	20.00	20.00CR	
		G/L ACCOUNT		CK: 152651			20.00		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					20.00	MATS @ FS #1	
I	4158323319	MATS @ FS #2	APBNK	6/29/2023	R	6/12/2023	20.00	20.00CR	
		G/L ACCOUNT		CK: 152651			20.00		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					20.00	MATS @ FS #2	
I	4158323324	MATS @ CARPENTER SHOP	APBNK	6/29/2023	R	6/12/2023	22.75	22.75CR	
		G/L ACCOUNT		CK: 152651			22.75		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					22.75	MATS @ CARPENTER SHOP	
I	4158323352	MATS & TOWELS @ MAINT BLDG	APBNK	6/29/2023	R	6/12/2023	42.75	42.75CR	
		G/L ACCOUNT		CK: 152651			42.75		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					9.00	MATS & TOWELS @ MAINT BLDG	
		101 43100-01-211.00 CLEANING SUPPLIES					33.75	MATS & TOWELS @ MAINT BLDG	
I	4158323362	MATS @ CITY HALL	APBNK	6/29/2023	R	6/12/2023	86.25	86.25CR	
		G/L ACCOUNT		CK: 152651			86.25		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					86.25	MATS @ CITY HALL	
I	4158323372	SC FLOOR MATS	APBNK	6/29/2023	R	6/12/2023	52.95	52.95CR	
		G/L ACCOUNT		CK: 152651			52.95		
		101 45100-30-401.00 CONTRACTED BUILDING REPAIRS					52.95	SC FLOOR MATS	
		REG. CHECK				1	361.70	361.70CR	0.00
							361.70	0.00	
01-000202 CITY OF APPLE VALLEY									
I	55346058	WATERPARK ADMISSION 6-19-23	APBNK	6/29/2023	R	6/19/2023	803.16	803.16CR	
		G/L ACCOUNT		CK: 152652			803.16		
		101 45100-91-219.00 OTHER OPERATING SUPPLIES					803.16	WATERPARK ADMISSION 6-19-23	
		REG. CHECK				1	803.16	803.16CR	0.00
							803.16	0.00	

PACKET: 06716 06/29/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-004639 CLEARWAY COMMUNITY SOLAR LL									
I	ROSEMNT-12306	APRIL SOLAR SUBSCRIPTIONS	APBNK	6/29/2023 R		6/16/2023	14,666.37	14,666.37CR	
	G/L ACCOUNT		CK: 152653				14,666.37		
	101 11510	NATIONAL GUARD A/R					9,009.10	APRIL SOLAR SUBSCRIPTIONS	
	101 41940-01-381.00	ELECTRIC UTILITIES					240.75	APRIL SOLAR SUBSCRIPTIONS	
	101 43121-01-381.00	ELECTRIC UTILITIES					39.62	APRIL SOLAR SUBSCRIPTIONS	
	101 45100-01-381.00	ELECTRIC UTILITIES					3,861.05	APRIL SOLAR SUBSCRIPTIONS	
	101 45202-01-381.00	ELECTRIC UTILITIES					162.51	APRIL SOLAR SUBSCRIPTIONS	
	201 46300-01-381.00	ELECTRIC UTILITIES					5.44	APRIL SOLAR SUBSCRIPTIONS	
	601 49406-01-381.00	ELECTRIC UTILITIES					209.25	APRIL SOLAR SUBSCRIPTIONS	
	601 49417-01-381.00	ELECTRIC UTILITIES					402.46	APRIL SOLAR SUBSCRIPTIONS	
	601 49418-01-381.00	ELECTRIC UTILITIES					362.83	APRIL SOLAR SUBSCRIPTIONS	
	602 49452-01-381.00	ELECTRIC UTILITIES					56.20	APRIL SOLAR SUBSCRIPTIONS	
	602 49458-01-381.00	ELECTRIC UTILITIES					33.55	APRIL SOLAR SUBSCRIPTIONS	
	602 49460-01-381.00	ELECTRIC UTILITIES					20.29	APRIL SOLAR SUBSCRIPTIONS	
	603 49511-01-381.00	ELECTRIC UTILITIES					11.77	APRIL SOLAR SUBSCRIPTIONS	
	608 49508-01-381.00	ELECTRIC UTILITIES					251.55	APRIL SOLAR SUBSCRIPTIONS	
			REG. CHECK				1 14,666.37	14,666.37CR	0.00
							14,666.37	0.00	
01-031370 COLLINS ELECTRICAL CONSTR C									
I	2360001.56	FIRE ALARM MONITOR'G-CITY H	APBNK	6/29/2023 R		6/14/2023	422.65	422.65CR	
	G/L ACCOUNT		CK: 152655				422.65		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					422.65	FIRE ALARM MONITOR'G-CITY HALL	
			REG. CHECK				1 422.65	422.65CR	0.00
							422.65	0.00	
01-002501 COMMERCIAL STEAM TEAM									
I	26299	SC CARPET CLEANING	APBNK	6/29/2023 R		6/20/2023	1,102.50	1,102.50CR	
	G/L ACCOUNT		CK: 152656				1,102.50		
	101 45100-30-401.00	CONTRACTED BUILDING REPAIRS					1,102.50	SC CARPET CLEANING	
			REG. CHECK				1 1,102.50	1,102.50CR	0.00
							1,102.50	0.00	

PACKET: 06716 06/29/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-004277 CORE & MAIN LP									
I	R755344	WATER METER T2 1.5"	APBNK	6/29/2023	R	6/16/2023	380.79	380.79CR	
		G/L ACCOUNT		CK: 152657			380.79		
		601 49400-01-220.00 METER PURCHASES					380.79	WATER METER T2 1.5"	
I	S976135	PROP REGISTER FOR WELL 7	APBNK	6/29/2023	R	6/13/2023	679.01	679.01CR	
		G/L ACCOUNT		CK: 152657			679.01		
		601 49400-01-220.00 METER PURCHASES					679.01	PROP REGISTER FOR WELL 7	
				REG. CHECK		1	1,059.80	1,059.80CR	0.00
							1,059.80	0.00	
01-031577 CORPORATE MECHANICAL INC									
I	W67336	AC SERVICE CALL @ STEEPLE C	APBNK	6/29/2023	R	6/20/2023	357.00	357.00CR	
		G/L ACCOUNT		CK: 152658			357.00		
		101 45100-30-404.00 CONTRACTED MACH & EQUIP R & M					357.00	AC SERVICE CALL @ STEEPLE CTR	
				REG. CHECK		1	357.00	357.00CR	0.00
							357.00	0.00	
01-000336 DAK COUNTY TREAS-AUDITOR									
I	2023-0196	WHEP 2023 PARTICIPATION FEE	APBNK	6/29/2023	R	6/12/2023	4,500.00	4,500.00CR	
		G/L ACCOUNT		CK: 152659			4,500.00		
		603 49500-01-315.00 SPECIAL PROGRAMS					4,500.00	WHEP 2023 PARTICIPATION FEE	
				REG. CHECK		1	4,500.00	4,500.00CR	0.00
							4,500.00	0.00	
01-040040 DAKOTA AWARDS & ENGRAVING									
I	26319	MEDALS FOR PW OLYMPICS 2023	APBNK	6/29/2023	R	6/20/2023	66.00	66.00CR	
		G/L ACCOUNT		CK: 152660			66.00		
		101 41320-31-315.00 SPECIAL PROGRAMS					66.00	MEDALS FOR PW OLYMPICS 2023	
				REG. CHECK		1	66.00	66.00CR	0.00
							66.00	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-002994 DAKOTA UNLIMITED									
I	139366	FENCE RAIL	APBNK	6/29/2023	R	5/24/2023	23.31	23.31CR	
		G/L ACCOUNT		CK: 152661			23.31		
		101 45202-01-221.00 EQUIPMENT PARTS					23.31	FENCE RAIL	
				REG. CHECK		1	23.31	23.31CR	0.00
							23.31	0.00	
01-005966 DCA TITLE - THE TITLE TEAM									
I	DC231422	PURCHASE OF WOLFSON PROPERT	APBNK	6/13/2023	D	6/13/2023	35,483.99	35,483.99CR	
		G/L ACCOUNT		CK: 001539			35,483.99		
		205 49005-01-530.00 IMPROVEMENTS OTHER THAN BLDGS					35,483.99	PURCHASE OF WOLFSON PROPERTY	
				DRAFTS		1	35,483.99	35,483.99CR	0.00
							35,483.99	0.00	
01-041800 DR HORTON INC									
I	2021-06935	AS-BUILT SURVEY REFUND	APBNK	6/29/2023	R	6/21/2023	2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 152662			2,000.00		
		101 22010 AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND	
				REG. CHECK		1	2,000.00	2,000.00CR	0.00
							2,000.00	0.00	
01-050213 EARL F ANDERSEN INC									
I	0132760-IN	2-ROAD CLOSED TO THRU TRAFF	APBNK	6/29/2023	R	6/07/2023	304.00	304.00CR	
		G/L ACCOUNT		CK: 152663			304.00		
		101 43121-01-226.00 SIGN REPAIR MATERIALS					304.00	2-ROAD CLOSED TO THRU TRAFFIC	
I	0132791-IN	2-ADOPT A STREET SIGNS	APBNK	6/29/2023	R	6/07/2023	98.35	98.35CR	
		G/L ACCOUNT		CK: 152663			98.35		
		101 43121-01-226.00 SIGN REPAIR MATERIALS					98.35	2-ADOPT A STREET SIGNS	
				REG. CHECK		1	402.35	402.35CR	0.00
							402.35	0.00	

PACKET: 06716 06/29/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-050329 ECM PUBLISHERS INC									
I	951548	PH:TAX ABATEMENT	APBNK	6/29/2023	R	6/09/2023	54.00	54.00CR	
		G/L ACCOUNT		CK: 152664			54.00		
		101 41810-01-351.00 LEGAL NOTICES PUBLISHING					54.00 PH:TAX ABATEMENT		
I	951549	PH:UTILITY & DRAINAGE	APBNK	6/29/2023	R	6/09/2023	36.00	36.00CR	
		G/L ACCOUNT		CK: 152664			36.00		
		101 41810-01-351.00 LEGAL NOTICES PUBLISHING					36.00 PH:UTILITY & DRAINAGE		
I	952583	AFB:RSMT PICKLEBALL & DOG P	APBNK	6/29/2023	R	6/16/2023	296.59	296.59CR	
		G/L ACCOUNT		CK: 152664			296.59		
		205 49005-01-540.00 IMPROVEMENTS OTHER THAN BLDGS					296.59 AFB:RSMT PICKLEBALL & DOG PARK		
I	952584	PH:KALLAUS VARIANCE	APBNK	6/29/2023	R	6/16/2023	43.20	43.20CR	
		G/L ACCOUNT		CK: 152664			43.20		
		101 41810-01-351.00 LEGAL NOTICES PUBLISHING					43.20 PH:KALLAUS VARIANCE		
				REG. CHECK		1	429.79	429.79CR	0.00
							429.79	0.00	
01-050340 ECOLAB PEST									
I	9754671	PEST CONTROL-MN DOT	APBNK	6/29/2023	R	6/22/2023	46.16	46.16CR	
		G/L ACCOUNT		CK: 152665			46.16		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					46.16 PEST CONTROL-MN DOT		
I	9754672	PEST CONTROL-CH,SHOP,PW	APBNK	6/29/2023	R	6/22/2023	132.73	132.73CR	
		G/L ACCOUNT		CK: 152665			132.73		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					132.73 PEST CONTROL-CH,SHOP,PW		
I	9754673	SC PEST CONTROL	APBNK	6/29/2023	R	6/22/2023	171.86	171.86CR	
		G/L ACCOUNT		CK: 152665			171.86		
		101 45100-30-404.00 CONTRACTED MACH & EQUIP R & M					171.86 SC PEST CONTROL		
				REG. CHECK		1	350.75	350.75CR	0.00
							350.75	0.00	
01-051340 EMERGENCY AUTOMOTIVE TECH									
I	OAK22100A	SQUAD 35200 BUILD	APBNK	6/29/2023	R	6/14/2023	3,444.98	3,444.98CR	
		G/L ACCOUNT		CK: 152666			3,444.98		
		207 49007-01-576.00 OTHER EQUIPMENT PURCHASES					3,444.98 SQUAD 35200 BUILD		
				REG. CHECK		1	3,444.98	3,444.98CR	0.00
							3,444.98	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-004327 ENTERPRISE FM TRUST									
I	FBN4751416	LEASE VEHICLES-PW	APBNK	6/20/2023	D	6/03/2023	10,042.39	10,042.39CR	
		G/L ACCOUNT		CK: 001540			10,042.39		
		207 49007-01-548.00 LEASE PROGRAM-P.W. VEHICLES					8,878.56	LEASE VEHICLES-PW	
		101 43100-01-404.00 CONTRACTED MACH & EQUIP SERV					688.27	LEASE VEHICLES-PW	
		601 49400-01-548.00 LEASE PROGRAM-P.W. VEHICLES					475.56	LEASE VEHICLES-PW	
I	FBN4760956	LEASE VEHICLES-PD	APBNK	6/20/2023	D	6/03/2023	3,592.45	3,592.45CR	
		G/L ACCOUNT		CK: 001540			3,592.45		
		207 49007-01-549.00 LEASE PROGRAM-POLICE VEHICLES					3,592.45	LEASE VEHICLES-PD	
		DRAFTS				1	13,634.84	13,634.84CR	0.00
							13,634.84	0.00	
01-003152 ENVIROTECH SERVICES INC									
I	CD202317087	CHLORIDE FOR GRAVEL ROADS	APBNK	6/29/2023	R	6/16/2023	39,171.76	39,171.76CR	
		G/L ACCOUNT		CK: 152667			39,171.76		
		101 43121-01-233.00 DUST CONTROL MATERIALS					39,171.76	CHLORIDE FOR GRAVEL ROADS	
I	CD202317088	CHLORIDE FOR GRAVEL ROADS	APBNK	6/29/2023	R	6/16/2023	3,330.60	3,330.60CR	
		G/L ACCOUNT		CK: 152667			3,330.60		
		101 43121-01-233.00 DUST CONTROL MATERIALS					3,330.60	CHLORIDE FOR GRAVEL ROADS	
		REG. CHECK				1	42,502.36	42,502.36CR	0.00
							42,502.36	0.00	
01-002591 FERGUSON ENTERPRISES LLC #3									
C	CMC235614	RETURN CURB KEYS	APBNK	6/29/2023	R	4/27/2023	594.80CR	594.80	
		G/L ACCOUNT		CK: 152668			594.80CR		
		101 43121-01-241.00 SMALL TOOLS					594.80CR	RETURN CURB KEYS	
I	0235614	CURB KEYS	APBNK	6/29/2023	R	4/07/2023	1,487.70	1,487.70CR	
		G/L ACCOUNT		CK: 152668			1,487.70		
		101 43121-01-240.00 SAFETY EQUIPMENT & PPE					1,487.70	CURB KEYS	
I	0240009	2-HYDRANT METERS	APBNK	6/29/2023	R	6/13/2023	2,798.50	2,798.50CR	
		G/L ACCOUNT		CK: 152668			2,798.50		
		601 49400-01-220.00 METER PURCHASES					2,798.50	2-HYDRANT METERS	
I	0240010	HYDRANT METER	APBNK	6/29/2023	R	6/12/2023	1,402.50	1,402.50CR	
		G/L ACCOUNT		CK: 152668			1,402.50		
		601 49400-01-220.00 METER PURCHASES					1,402.50	HYDRANT METER	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
				REG. CHECK		1	5,093.90	5,093.90CR	0.00
							5,093.90	0.00	
01-003798 FIRST ADVANTAGE OCCUPATIONA									
	I 2511782305	PRE-EMP DRUG SCREENINGS	APBNK	6/29/2023 R		5/31/2023	231.77	231.77CR	
		G/L ACCOUNT		CK: 152669			231.77		
		101 41320-31-305.00 MEDICAL & DENTAL FEES				231.77	PRE-EMP DRUG SCREENINGS		
				REG. CHECK		1	231.77	231.77CR	0.00
							231.77	0.00	
01-005722 FIRST AMERICAN TITLE									
	I 1724-1724141778	TITLE SEARCH-FLINT HILLS	APBNK	6/29/2023 R		5/10/2023	1,050.00	1,050.00CR	
		G/L ACCOUNT		CK: 152670			1,050.00		
		421 48000-01-319.00 OTHER PROFESSIONAL SERVICES				1,050.00	TITLE SEARCH-FLINT HILLS		
				REG. CHECK		1	1,050.00	1,050.00CR	0.00
							1,050.00	0.00	
01-005963 FIVE STAR HYDRANT DIFFUSER									
	I 125	DIFFUSER FOR HYDRANT FLUSHI	APBNK	6/29/2023 R		6/16/2023	1,600.00	1,600.00CR	
		G/L ACCOUNT		CK: 152671			1,600.00		
		206 49006-01-221.00 EQUIPMENT PARTS				1,600.00	DIFFUSER FOR HYDRANT FLUSHING		
				REG. CHECK		1	1,600.00	1,600.00CR	0.00
							1,600.00	0.00	
01-005314 FLEET SERVICES									
	I 2023110020	LEASE VEHICLES-PD/PW	APBNK	6/29/2023 R		6/12/2023	17,067.56	17,067.56CR	
		G/L ACCOUNT		CK: 152672			17,067.56		
		207 49007-01-548.00 LEASE PROGRAM-P.W. VEHICLES				8,709.10	LEASE VEHICLES-PD/PW		
		207 49007-01-549.00 LEASE PROGRAM-POLICE VEHICLES				7,055.75	LEASE VEHICLES-PD/PW		
		601 49400-01-548.00 LEASE PROGRAM-P.W. VEHICLES				434.23	LEASE VEHICLES-PD/PW		
		602 49450-01-548.00 LEASE PROGRAM-P.W. VEHICLES				434.24	LEASE VEHICLES-PD/PW		
		603 49500-01-548.00 LEASE PROGRAM-P.W. VEHICLES				434.24	LEASE VEHICLES-PD/PW		
				REG. CHECK		1	17,067.56	17,067.56CR	0.00
							17,067.56	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-061265 FLUEGEL ELEVATOR INC									
I	735409	19-19-19 FERTILIZER	APBNK	6/29/2023 R		5/20/2023	57.98	57.98CR	
		G/L ACCOUNT		CK: 152673			57.98		
		101 43121-01-225.00 LANDSCAPING MATERIALS				57.98	19-19-19 FERTILIZER		
				REG. CHECK		1	57.98	57.98CR	0.00
							57.98	0.00	
01-005768 FP MAILING SOLUTIONS									
I	2023-0197	6/15 POSTAGE MACHINE REFILL	APBNK	6/20/2023 D		6/15/2023	500.00	500.00CR	
		G/L ACCOUNT		CK: 001541			500.00		
		101 41810-01-322.00 POSTAGE COSTS				500.00	6/15 POSTAGE MACHINE REFILL		
				DRAFTS		1	500.00	500.00CR	0.00
							500.00	0.00	
01-000677 GERTENS									
I	202941/12	FIELD CHALK	APBNK	6/29/2023 R		6/14/2023	570.00	570.00CR	
		G/L ACCOUNT		CK: 152674			570.00		
		101 45100-01-229.00 OTHER MAINTENANCE SUPPLIES				570.00	FIELD CHALK		
I	769065/6	INNISFREE PERENNIALS	APBNK	6/29/2023 R		6/12/2023	831.03	831.03CR	
		G/L ACCOUNT		CK: 152674			831.03		
		101 43121-01-225.00 LANDSCAPING MATERIALS				831.03	INNISFREE PERENNIALS		
I	769074/6	NORTH/BUSINESS PERENNIALS	APBNK	6/29/2023 R		6/14/2023	352.46	352.46CR	
		G/L ACCOUNT		CK: 152674			352.46		
		101 43121-01-225.00 LANDSCAPING MATERIALS				352.46	NORTH/BUSINESS PERENNIALS		
				REG. CHECK		1	1,753.49	1,753.49CR	0.00
							1,753.49	0.00	
01-003407 GOLDEN OAK TREE SERVICE INC									
I	2023-0198	SPRING STORM CLEANUP	APBNK	6/29/2023 R		6/21/2023	6,100.00	6,100.00CR	
		G/L ACCOUNT		CK: 152675			6,100.00		
		101 43121-01-409.00 TREE TRIMMING				6,100.00	SPRING STORM CLEANUP		
I	2023-0199	TREE REMOVAL	APBNK	6/29/2023 R		6/21/2023	1,400.00	1,400.00CR	
		G/L ACCOUNT		CK: 152675			1,400.00		
		101 43121-01-409.00 TREE TRIMMING				1,400.00	TREE REMOVAL		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
I	2023-0200	TREE TRIMMING	APBNK	6/29/2023	R	6/21/2023	6,000.00	6,000.00CR	
		G/L ACCOUNT		CK: 152675			6,000.00		
		101 43121-01-409.00 TREE TRIMMING				6,000.00	TREE TRIMMING		
I	2023-0203	ASH TREE REMOVAL	APBNK	6/29/2023	R	6/21/2023	20,000.00	20,000.00CR	
		G/L ACCOUNT		CK: 152675			20,000.00		
		101 41110-01-225.00 LANDSCAPING MATERIALS				20,000.00	ASH TREE REMOVAL		
				REG. CHECK		1	33,500.00	33,500.00CR	0.00
							33,500.00	0.00	

01-071220 GRAINGER

I	9739585207	BOTTLE FILL FILTERS	APBNK	6/29/2023	R	6/14/2023	229.95	229.95CR	
		G/L ACCOUNT		CK: 152676			229.95		
		101 41940-01-223.00 BUILDING REPAIR SUPPLIES				229.95	BOTTLE FILL FILTERS		
I	9741554696	LIGHT SENSORS	APBNK	6/29/2023	R	6/15/2023	45.94	45.94CR	
		G/L ACCOUNT		CK: 152676			45.94		
		101 41940-01-223.00 BUILDING REPAIR SUPPLIES				45.94	LIGHT SENSORS		
				REG. CHECK		1	275.89	275.89CR	0.00
							275.89	0.00	

01-005693 GREAT AMERICA FINANCIAL SVC

I	34134564	FP POSTAGE EQUIP RENTAL	APBNK	6/29/2023	D	5/26/2023	190.63	190.63CR	
		G/L ACCOUNT		CK: 001542			190.63		
		101 41810-01-413.00 OFFICE EQUIPMENT RENTAL				190.63	FP POSTAGE EQUIP RENTAL		
I	34182389	FP FPI 700 FOLDER RENTAL	APBNK	6/29/2023	D	6/02/2023	167.00	167.00CR	
		G/L ACCOUNT		CK: 001542			167.00		
		101 41810-01-413.00 OFFICE EQUIPMENT RENTAL				167.00	FP FPI 700 FOLDER RENTAL		
				DRAFTS		1	357.63	357.63CR	0.00
							357.63	0.00	

01-003033 GREATER MSP

I	INV-1047	2023 ANNUAL INVESTMENT	APBNK	6/29/2023	R	6/09/2023	10,500.00	10,500.00CR	
		G/L ACCOUNT		CK: 152677			10,500.00		
		201 46300-01-433.00 DUES & SUBSCRIPTIONS				10,500.00	2023 ANNUAL INVESTMENT		
				REG. CHECK		1	10,500.00	10,500.00CR	0.00
							10,500.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-080458 HAWKINS INC									
I	6498495	CHLORINE TANK RENTAL	APBNK	6/29/2023	R	6/15/2023	200.00	200.00CR	
		G/L ACCOUNT		CK: 152678			200.00		
		601 49400-01-216.00 CHEMICALS & CHEMICAL PRODUCTS					200.00	CHLORINE TANK RENTAL	
I	6503412	CHEMICALS FOR WELL HOUSES	APBNK	6/29/2023	R	6/20/2023	20,892.91	20,892.91CR	
		G/L ACCOUNT		CK: 152678			20,892.91		
		601 49400-01-216.00 CHEMICALS & CHEMICAL PRODUCTS					20,892.91	CHEMICALS FOR WELL HOUSES	
				REG. CHECK		1	21,092.91	21,092.91CR	0.00
							21,092.91	0.00	
01-000225 HOISINGTON KOEGLER GROUP									
I	022-045-8	ZONING CODE UPDATE	APBNK	6/29/2023	R	6/11/2023	2,630.00	2,630.00CR	
		G/L ACCOUNT		CK: 152679			2,630.00		
		101 41910-01-319.00 OTHER PROFESIONAL SERVICES					2,630.00	ZONING CODE UPDATE	
				REG. CHECK		1	2,630.00	2,630.00CR	0.00
							2,630.00	0.00	
01-091405 INDEPENDENT BLACK DIRT									
I	33998	1.5 YARDS DIRT	APBNK	6/29/2023	R	6/15/2023	30.00	30.00CR	
		G/L ACCOUNT		CK: 152680			30.00		
		101 43121-01-225.00 LANDSCAPING MATERIALS					30.00	1.5 YARDS DIRT	
				REG. CHECK		1	30.00	30.00CR	0.00
							30.00	0.00	
01-000306 INSPECTRON INC									
I	2023-593	INSPECTRON SRV MAY 2023	APBNK	6/29/2023	R	6/08/2023	6,056.25	6,056.25CR	
		G/L ACCOUNT		CK: 152681			6,056.25		
		101 41910-01-319.00 OTHER PROFESIONAL SERVICES					6,056.25	INSPECTRON SRV MAY 2023	
				REG. CHECK		1	6,056.25	6,056.25CR	0.00
							6,056.25	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-003699 JANI-KING OF MINNESOTA									
I	MIN06230219	RCC MAY EVENT CLEANINGS	APBNK	6/29/2023 R		6/02/2023	1,400.00	1,400.00CR	
		G/L ACCOUNT		CK: 152682			1,400.00		
		101 45100-01-312.00 CUSTODIAL SERVICES				1,400.00	RCC MAY EVENT CLEANINGS		
				REG. CHECK		1	1,400.00	1,400.00CR	0.00
							1,400.00	0.00	
01-005969 SONIA JOSEPH									
I	2023-0210	PERMIT 4775-DAMAGE DEPOSIT	APBNK	6/29/2023 R		6/13/2023	300.00	300.00CR	
		G/L ACCOUNT		CK: 152683			300.00		
		101 22005 REFUNDS PAYABLE - P&R				300.00	PERMIT 4775-DAMAGE DEPOSIT		
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	0.00	
01-110314 KENNEDY & GRAVEN CHARTERED									
I	175200	MAY RETAINER-PLANNING	APBNK	6/29/2023 R		6/22/2023	50.50	50.50CR	
		G/L ACCOUNT		CK: 152684			50.50		
		101 41910-01-319.00 OTHER PROFESIONAL SERVICES				50.50	MAY RETAINER-PLANNING		
I	175201	MAY RETAINER-POLICE	APBNK	6/29/2023 R		6/22/2023	1,056.22	1,056.22CR	
		G/L ACCOUNT		CK: 152684			1,056.22		
		101 41810-01-304.00 LEGAL FEES				1,056.22	MAY RETAINER-POLICE		
I	175202	MAY RETAINER-P&R	APBNK	6/29/2023 R		6/22/2023	138.86	138.86CR	
		G/L ACCOUNT		CK: 152684			138.86		
		101 41810-01-304.00 LEGAL FEES				138.86	MAY RETAINER-P&R		
				REG. CHECK		1	1,245.58	1,245.58CR	0.00
							1,245.58	0.00	
01-120512 LEAGUE OF MN CITIES									
I	382530	LMC AWARD DINNER	APBNK	6/29/2023 R		5/30/2023	150.00	150.00CR	
		G/L ACCOUNT		CK: 152685			150.00		
		101 41110-01-437.00 CONFERENCES & SEMINARS				150.00	LMC AWARD DINNER		
				REG. CHECK		1	150.00	150.00CR	0.00
							150.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-120513 LEAGUE-MN CITIES INS TRST									
I	20877	A. ROSEL - CLAIM 00486534	APBNK	6/29/2023	R	6/01/2023	109.78	109.78CR	
		G/L ACCOUNT		CK: 152686			109.78		
		206 49006-01-305.00 MEDICAL & DENTAL FEES					109.78	A. ROSEL - CLAIM 00486534	
I	20908	B. MCGRAW - CLAIM 00488823	APBNK	6/29/2023	R	6/01/2023	520.42	520.42CR	
		G/L ACCOUNT		CK: 152686			520.42		
		206 49006-01-305.00 MEDICAL & DENTAL FEES					520.42	B. MCGRAW - CLAIM 00488823	
				REG. CHECK		1	630.20	630.20CR	0.00
							630.20	0.00	
01-004480 JODI LORENCE									
I	2023-0202	MARKETING FEES	APBNK	6/29/2023	R	6/13/2023	100.00	100.00CR	
		G/L ACCOUNT		CK: 152687			100.00		
		101 45100-01-433.00 DUES & SUBSCRIPTIONS					100.00	MARKETING FEES	
				REG. CHECK		1	100.00	100.00CR	0.00
							100.00	0.00	
01-004303 MACQUEEN EMERGENCY									
I	P16272	FIRE HELMET	APBNK	6/29/2023	R	6/09/2023	329.04	329.04CR	
		G/L ACCOUNT		CK: 152688			329.04		
		101 42210-01-580.00 OTHER EQUIPMENT PURCHASES					329.04	FIRE HELMET	
				REG. CHECK		1	329.04	329.04CR	0.00
							329.04	0.00	
01-003535 MANSFIELD OIL COMPANY									
C	CM-210496	CREDIT FOR UNLIFTED FUEL	APBNK	6/29/2023	R	10/10/2022	1,498.90CR	1,498.90	
		G/L ACCOUNT		CK: 152689			1,498.90CR		
		101 43100-01-212.00 MOTOR FUELS					1,498.90CR	CREDIT FOR UNLIFTED FUEL	
I	24340932	2,700 GAL UNLEADED FUEL	APBNK	6/29/2023	R	6/07/2023	7,779.36	7,779.36CR	
		G/L ACCOUNT		CK: 152689			7,779.36		
		101 43100-01-212.00 MOTOR FUELS					7,779.36	2,700 GAL UNLEADED FUEL	
I	24340933	1,801 GAL DIESEL FUEL	APBNK	6/29/2023	R	6/07/2023	6,339.47	6,339.47CR	
		G/L ACCOUNT		CK: 152689			6,339.47		
		101 43100-01-212.00 MOTOR FUELS					6,339.47	1,801 GAL DIESEL FUEL	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
I	24340934	300 GAL UNLEADED FUEL	APBNK	6/29/2023 R		6/07/2023	896.35	896.35CR	
		G/L ACCOUNT		CK: 152689			896.35		
		101 43100-01-212.00 MOTOR FUELS					896.35	300 GAL UNLEADED FUEL	
				REG. CHECK		1	13,516.28	13,516.28CR	0.00
							13,516.28	0.00	
01-136955 MEI TOTAL ELEVATOR SOLUTION									
I	1024377	CODE COMPLIANCE REPAIRS	APBNK	6/29/2023 R		6/21/2023	2,864.44	2,864.44CR	
		G/L ACCOUNT		CK: 152690			2,864.44		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					2,864.44	CODE COMPLIANCE REPAIRS	
				REG. CHECK		1	2,864.44	2,864.44CR	0.00
							2,864.44	0.00	
01-130725 MENARDS-APPLE VALLEY									
I	56864	BUILDING REPAIR SUPPLIES	APBNK	6/29/2023 R		6/15/2023	99.66	99.66CR	
		G/L ACCOUNT		CK: 152691			99.66		
		101 41940-01-223.00 BUILDING REPAIR SUPPLIES					99.66	BUILDING REPAIR SUPPLIES	
				REG. CHECK		1	99.66	99.66CR	0.00
							99.66	0.00	
01-004079 METRO SALES INC									
I	INV2304407	IMC300F COPIER LEASE/COPY P	APBNK	6/29/2023 R		6/12/2023	99.59	99.59CR	
		G/L ACCOUNT		CK: 152692			99.59		
		101 41810-01-580.00 OTHER EQUIPMENT					95.00	IMC300F COPIER LEASE/COPY PYMT	
		101 41810-01-202.00 DUPLICATING & COPYING COSTS					4.59	IMC300F COPIER LEASE/COPY PYMT	
I	INV2306701	IMC3500 LEASE & COPY USE	APBNK	6/29/2023 R		6/15/2023	472.96	472.96CR	
		G/L ACCOUNT		CK: 152692			472.96		
		101 41810-01-202.00 DUPLICATING & COPYING COSTS					296.96	IMC3500 LEASE & COPY USE	
		101 41810-01-580.00 OTHER EQUIPMENT					176.00	IMC3500 LEASE & COPY USE	
				REG. CHECK		1	572.55	572.55CR	0.00
							572.55	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-004119 MICHAEL BASICH INC									
I	2012023-1	SKATE PARK SHELTER	APBNK	6/29/2023	R	2/01/2023	15,740.00	15,740.00CR	
		G/L ACCOUNT		CK: 152693			15,740.00		
		205 49005-01-530.00 IMPROVEMENTS OTHER THAN BLDGS					15,740.00	SKATE PARK SHELTER	
				REG. CHECK		1	15,740.00	15,740.00CR	0.00
							15,740.00	0.00	
01-000974 MIDWEST CONCRETE SPECIALTIE									
I	7027	SIDEWALK REPAIR	APBNK	6/29/2023	R	6/12/2023	18,388.11	18,388.11CR	
		G/L ACCOUNT		CK: 152694			18,388.11		
		203 49003-01-532.00 IMPROVEMENTS OTHER THAN BLDGS					18,388.11	SIDEWALK REPAIR	
				REG. CHECK		1	18,388.11	18,388.11CR	0.00
							18,388.11	0.00	
01-005706 MIDWEST MACHINERY CO									
I	9653457	CHAINSAW HELMETS	APBNK	6/29/2023	R	6/13/2023	236.98	236.98CR	
		G/L ACCOUNT		CK: 152695			236.98		
		101 45202-01-240.00 SAFETY EQUIPMENT & PPE					236.98	CHAINSAW HELMETS	
				REG. CHECK		1	236.98	236.98CR	0.00
							236.98	0.00	
01-137865 MINNESOTA UI FUND									
I	2023-0205	UNEMPLOYM'T INSURANCE BENEF	APBNK	6/26/2023	D	6/21/2023	3,026.00	3,026.00CR	
		G/L ACCOUNT		CK: 001543			3,026.00		
		101 43121-99-103.00 PART-TIME EMPLOYEES - REGULAR					719.28	UNEMPLOYM'T INSURANCE BENEFITS	
		101 45202-99-103.00 PART-TIME EMPLOYEES - REGULAR					2,277.72	UNEMPLOYM'T INSURANCE BENEFITS	
		101 41320-01-439.00 OTHER MISCELLANEOUS CHARGES					29.00	UNEMPLOYM'T INSURANCE BENEFITS	
				DRAFTS		1	3,026.00	3,026.00CR	0.00
							3,026.00	0.00	
01-000030 MN DEPT OF REVENUE									
I	202306209559	MAY PETROLEUM TAX	APBNK	6/20/2023	D	6/20/2023	194.37	194.37CR	
		G/L ACCOUNT		CK: 001544			194.37		
		101 43100-01-212.00 MOTOR FUELS					194.37	MAY PETROLEUM TAX	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
		DRAFTS				1	194.37	194.37CR	0.00
							194.37	0.00	

01-000031 MN DEPT OF REVENUE

I 202306209560	MAY SALES & USE TAX	APBNK	6/20/2023	D	6/20/2023		3,052.00	3,052.00CR	
	G/L ACCOUNT		CK: 001545				3,052.00		
	101 22810	SALES TAX PAYABLE				167.18	MAY SALES & USE TAX		
	601 22810	SALES TAX PAYABLE				1,824.93	MAY SALES & USE TAX		
	650 22810	SALES TAX PAYABLE				1,059.83	MAY SALES & USE TAX		
	101 41520-01-439.00	OTHER MISCELLANEOUS CHARGES				0.06	MAY SALES & USE TAX		
	DRAFTS					1	3,052.00	3,052.00CR	0.00
							3,052.00	0.00	

01-001328 MN ENERGY RESOURCES CORP

I 0502350036-1	5/23 PW BUILDINGS-1ST METER	APBNK	6/29/2023	D	6/07/2023		94.82	94.82CR	
	G/L ACCOUNT		CK: 001546				94.82		
	101 41940-01-383.00	GAS UTILITIES				94.82	PW BUILDINGS-1ST METER		
I 0502440191-1	5/23 PW BUILDINGS-2ND METER	APBNK	6/29/2023	D	6/07/2023		85.30	85.30CR	
	G/L ACCOUNT		CK: 001546				85.30		
	101 41940-01-383.00	GAS UTILITIES				85.30	PW BUILDINGS-2ND METER		
I 0502574702-1	5/23 WELL #9	APBNK	6/29/2023	D	6/07/2023		29.58	29.58CR	
	G/L ACCOUNT		CK: 001546				29.58		
	601 49409-01-383.00	GAS UTILITIES				29.58	WELL #9		
I 0502798212-1	5/23 FIRE STATION #1	APBNK	6/29/2023	D	6/07/2023		133.63	133.63CR	
	G/L ACCOUNT		CK: 001546				133.63		
	101 41940-01-383.00	GAS UTILITIES				133.63	FIRE STATION #1		
I 0503984315-1	5/23 FIRE STATION #2	APBNK	6/29/2023	D	5/25/2023		391.31	391.31CR	
	G/L ACCOUNT		CK: 001546				391.31		
	101 41940-01-383.00	GAS UTILITIES				391.31	FIRE STATION #2		
I 0504255593-1	5/23 COMMUNITY CENTER	APBNK	6/29/2023	D	6/06/2023		9,652.02	9,652.02CR	
	G/L ACCOUNT		CK: 001546				9,652.02		
	101 11510	NATIONAL GUARD A/R				4,632.96	COMMUNITY CENTER		
	650 45130-01-383.00	GAS UTILITIES				2,509.53	COMMUNITY CENTER		
	101 45100-01-383.00	GAS UTILITIES				2,509.53	COMMUNITY CENTER		
I 0504510160-1	5/23 CENTRAL PARK BUILDING	APBNK	6/29/2023	D	6/07/2023		36.63	36.63CR	
	G/L ACCOUNT		CK: 001546				36.63		
	101 45202-01-383.00	GAS UTILITIES				36.63	CENTRAL PARK BUILDING		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
I	0504741418-1	5/23 RSMT SC-ASSEMBLY HALL	APBNK	6/29/2023	D	6/07/2023	28.13	28.13CR	
		G/L ACCOUNT		CK: 001546			28.13		
		101 45100-30-383.00 GAS UTILITIES					28.13	RSMT SC-ASSEMBLY HALL	
I	0505173085-1	5/23 WELL #8	APBNK	6/29/2023	D	6/07/2023	25.51	25.51CR	
		G/L ACCOUNT		CK: 001546			25.51		
		601 49408-01-383.00 GAS UTILITIES					25.51	WELL #8	
I	0505316075-1	5/23 JAYCEE PARK SHELTER	APBNK	6/29/2023	D	6/07/2023	36.63	36.63CR	
		G/L ACCOUNT		CK: 001546			36.63		
		101 45202-01-383.00 GAS UTILITIES					36.63	JAYCEE PARK SHELTER	
I	0507933425-1	5/23 RSMT SC-ACTIVITY CENTER	APBNK	6/29/2023	D	6/07/2023	15.91	15.91CR	
		G/L ACCOUNT		CK: 001546			15.91		
		101 45100-30-383.00 GAS UTILITIES					15.91	RSMT SC-ACTIVITY CENTER	
I	0737046210-2	5/23 FLINT HILLS REC COMPLEX	APBNK	6/29/2023	D	5/26/2023	98.22	98.22CR	
		G/L ACCOUNT		CK: 001546			98.22		
		101 45202-01-383.00 GAS UTILITIES					98.22	FLINT HILLS REC COMPLEX	
		DRAFTS				1	10,627.69	10,627.69CR	0.00
							10,627.69	0.00	
01-000988 OFFICE OF MN IT SERVICES									
I	W23040579	LANGUAGE LINE SERVICES	APBNK	6/29/2023	R	5/11/2023	35.70	35.70CR	
		G/L ACCOUNT		CK: 152696			35.70		
		101 42110-01-313.00 TEMPORARY SERVICE FEES					35.70	LANGUAGE LINE SERVICES	
I	W23050573	LANGUAGE LINE SERVICES	APBNK	6/29/2023	R	6/13/2023	150.15	150.15CR	
		G/L ACCOUNT		CK: 152696			150.15		
		101 42110-01-313.00 TEMPORARY SERVICE FEES					150.15	LANGUAGE LINE SERVICES	
		REG. CHECK				1	185.85	185.85CR	0.00
							185.85	0.00	
01-004427 ONE TEN TEN HOMES LLC									
I	2022-04749	AS-BUILT SURVEY REFUND	APBNK	6/29/2023	R	6/23/2023	2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 152697			2,000.00		
		101 22010 AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND	
		REG. CHECK				1	2,000.00	2,000.00CR	0.00
							2,000.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-000944 PEARSON BROS., INC									
	I 5851	SEAL COATING 2023	APBNK	6/29/2023	R	6/12/2023	147,212.09	147,212.09CR	
		G/L ACCOUNT		CK: 152698			147,212.09		
		101 43121-01-408.00 CRACKSEAL,SEALC'T,PATCH,STRIP					97,271.07	SEAL COATING 2023	
		101 43121-01-402.00 PARKING LOT MAINTENANCE					49,941.02	SEAL COATING 2023	
		REG. CHECK				1	147,212.09	147,212.09CR	0.00
							147,212.09	0.00	
01-004740 PELLICCI ACE ROSEMOUNT									
	I 10163/R	TOOLS	APBNK	6/29/2023	R	6/09/2023	152.55	152.55CR	
		G/L ACCOUNT		CK: 152699			152.55		
		101 45202-01-241.00 SMALL TOOLS					152.55	TOOLS	
	I 10174/R	PARTS	APBNK	6/29/2023	R	6/12/2023	5.98	5.98CR	
		G/L ACCOUNT		CK: 152699			5.98		
		101 43100-01-221.00 EQUIPMENT PARTS					5.98	PARTS	
	I 10175/R	HOSES	APBNK	6/29/2023	R	6/12/2023	149.98	149.98CR	
		G/L ACCOUNT		CK: 152699			149.98		
		101 45202-01-220.00 SPLASH PAD MAINTENANCE					149.98	HOSES	
	I 10220/R	TOOLS & SUPPLIES	APBNK	6/29/2023	R	6/21/2023	223.97	223.97CR	
		G/L ACCOUNT		CK: 152699			223.97		
		601 49400-01-241.00 SMALL TOOLS					199.99	TOOLS & SUPPLIES	
		601 49400-01-229.00 OTHER MAINTENANCE SUPPLIES					23.98	TOOLS & SUPPLIES	
	I 10221/R	BATHROOM REPAIR ITEMS	APBNK	6/29/2023	R	6/21/2023	47.97	47.97CR	
		G/L ACCOUNT		CK: 152699			47.97		
		101 41940-01-223.00 BUILDING REPAIR SUPPLIES					47.97	BATHROOM REPAIR ITEMS	
	I 10228/R	SEAT REPAIR	APBNK	6/29/2023	R	6/22/2023	20.97	20.97CR	
		G/L ACCOUNT		CK: 152699			20.97		
		101 41940-01-223.00 BUILDING REPAIR SUPPLIES					20.97	SEAT REPAIR	
		REG. CHECK				1	601.42	601.42CR	0.00
							601.42	0.00	
01-002113 DARIO A PORTILLO									
	I 2023-1	WINDOWS/CARPET CLEANING	APBNK	6/29/2023	R	6/19/2023	4,465.00	4,465.00CR	
		G/L ACCOUNT		CK: 152700			4,465.00		
		101 41940-01-319.00 OTHER PROFESSIONAL SERVICES					4,465.00	WINDOWS/CARPET CLEANING	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
				REG. CHECK		1	4,465.00	4,465.00CR	0.00
							4,465.00	0.00	
01-005968 RAMY TURF PRODUCTS									
I	OP-93553-06	HYDROSEED	APBNK	6/29/2023 R		6/07/2023	463.50	463.50CR	
		G/L ACCOUNT		CK: 152701			463.50		
		101 43121-01-225.00 LANDSCAPING MATERIALS				463.50	HYDROSEED		
				REG. CHECK		1	463.50	463.50CR	0.00
							463.50	0.00	
01-005383 REINDERS INC									
I	3096379-00	IRRIGATION PARTS	APBNK	6/29/2023 R		6/15/2023	477.23	477.23CR	
		G/L ACCOUNT		CK: 152702			477.23		
		101 45202-01-221.00 EQUIPMENT PARTS				477.23	IRRIGATION PARTS		
				REG. CHECK		1	477.23	477.23CR	0.00
							477.23	0.00	
01-005767 RHS SOFTBALL BOOSTER CLUB									
I	2023-0207	PERMIT 5153-DAMAGE DEPOSIT	APBNK	6/29/2023 R		6/14/2023	500.00	500.00CR	
		G/L ACCOUNT		CK: 152703			500.00		
		101 22005 REFUNDS PAYABLE - P&R				500.00	PERMIT 5153-DAMAGE DEPOSIT		
				REG. CHECK		1	500.00	500.00CR	0.00
							500.00	0.00	
01-180980 RINK-TEC INTERNATIONAL									
I	5376	QTRLY MAINT AGGREEMENT	APBNK	6/29/2023 R		6/19/2023	815.86	815.86CR	
		G/L ACCOUNT		CK: 152704			815.86		
		650 45130-01-404.00 CONTRACTED MACH & EQUIP R & M				815.86	QTRLY MAINT AGGREEMENT		
				REG. CHECK		1	815.86	815.86CR	0.00
							815.86	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-005198 ROCK HARD LANDSCAPE SUPPLY									
I	3101202	POLY WHEELBARROW	APBNK	6/29/2023	R	6/20/2023	682.00	682.00CR	
		G/L ACCOUNT		CK: 152705			682.00		
		101 45202-01-242.00 MINOR EQUIPMENT					682.00	POLY WHEELBARROW	
				REG. CHECK		1	682.00	682.00CR	0.00
							682.00	0.00	
01-005439 ROSEMOUNT CAR SPA, LLC									
I	14-FD	OFFICER VEHICLE CAR WASHES-	APBNK	6/29/2023	R	6/11/2023	53.96	53.96CR	
		G/L ACCOUNT		CK: 152706			53.96		
		101 42210-01-229.00 OTHER MAINTENANCE SUPPLIES					53.96	OFFICER VEHICLE CAR WASHES-FD	
				REG. CHECK		1	53.96	53.96CR	0.00
							53.96	0.00	
01-181644 ROSEMOUNT EXPRESS ACCOUNT									
I	CK1028	FF BACKGROUND FEE-BOHLKEN	APBNK	6/29/2023	R	6/15/2023	33.25	33.25CR	
		G/L ACCOUNT		CK: 152707			33.25		
		101 42210-01-306.00 PERSONNEL TESTING & RECRUITMNT					33.25	FF BACKGROUND FEE-BOHLKEN	
I	CK1029	FF BACKGROUND FEE-MCDONALD	APBNK	6/29/2023	R	6/15/2023	33.25	33.25CR	
		G/L ACCOUNT		CK: 152707			33.25		
		101 42210-01-306.00 PERSONNEL TESTING & RECRUITMNT					33.25	FF BACKGROUND FEE-MCDONALD	
I	CK1030	FF BACKGROUND FEE-LEE	APBNK	6/29/2023	R	6/15/2023	33.25	33.25CR	
		G/L ACCOUNT		CK: 152707			33.25		
		101 42210-01-306.00 PERSONNEL TESTING & RECRUITMNT					33.25	FF BACKGROUND FEE-LEE	
I	CK1031	FF BACKGROUND FEE-HARMS	APBNK	6/29/2023	R	6/15/2023	33.25	33.25CR	
		G/L ACCOUNT		CK: 152707			33.25		
		101 42210-01-306.00 PERSONNEL TESTING & RECRUITMNT					33.25	FF BACKGROUND FEE-HARMS	
I	CK1032	BLARNEY STONE FUNDS	APBNK	6/29/2023	R	6/16/2023	250.00	250.00CR	
		G/L ACCOUNT		CK: 152707			250.00		
		205 49005-01-439.00 OTHER MISCELLANEOUS CHARGES					250.00	BLARNEY STONE FUNDS	
I	CK1033	FF BACKGROUND FEE-SALINAS	APBNK	6/29/2023	R	6/16/2023	33.25	33.25CR	
		G/L ACCOUNT		CK: 152707			33.25		
		101 42210-01-306.00 PERSONNEL TESTING & RECRUITMNT					33.25	FF BACKGROUND FEE-SALINAS	
I	CK1034	TITLE ONLY FEES	APBNK	6/29/2023	R	6/16/2023	25.00	25.00CR	
		G/L ACCOUNT		CK: 152707			25.00		
		208 49008-01-219.00 OTHER OPERATING SUPPLIES					25.00	TITLE ONLY FEES	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
				REG. CHECK		1	441.25	441.25CR	0.00
							441.25	0.00	
01-001665 ROUGH CUTT									
I	2023-0208	MOWING-13705 & 13707 BROOKS	APBNK	6/29/2023	R	6/10/2023	280.00	280.00CR	
	G/L ACCOUNT			CK: 152709			280.00		
	101 41910-01-409.00	OTHER CONTRACTED REPAIR & MAIN				280.00	MOWING-13705 & 13707 BROOKSIDE		
I	2023-0209	MOWING @ 14515 DODD BLVD	APBNK	6/29/2023	R	6/12/2023	300.00	300.00CR	
	G/L ACCOUNT			CK: 152709			300.00		
	101 41910-01-409.00	OTHER CONTRACTED REPAIR & MAIN				300.00	MOWING @ 14515 DODD BLVD		
				REG. CHECK		1	580.00	580.00CR	0.00
							580.00	0.00	
01-005964 FRANK SACHS									
I	000140	HISTORY TALK FOR SENIORS	APBNK	6/29/2023	R	6/21/2023	100.00	100.00CR	
	G/L ACCOUNT			CK: 152710			100.00		
	101 45100-87-219.00	OTHER OPERATING SUPPLIES				100.00	HISTORY TALK FOR SENIORS		
				REG. CHECK		1	100.00	100.00CR	0.00
							100.00	0.00	
01-005451 SAFE-FAST INC									
I	INV274791	GLOVES	APBNK	6/29/2023	R	4/21/2023	221.64	221.64CR	
	G/L ACCOUNT			CK: 152711			221.64		
	601 49400-01-240.00	SAFETY EQUIPMENT & PPE				221.64	GLOVES		
				REG. CHECK		1	221.64	221.64CR	0.00
							221.64	0.00	
01-190095 SAM'S CLUB									
C	10073968921 REFD	REFUND FOR FOAMING SOAP	APBNK	6/29/2023	R	6/20/2023	69.90CR	69.90	
	G/L ACCOUNT			CK: 152712			69.90CR		
	101 41940-01-208.00	MISCELLANEOUS SUPPLIES				69.90CR	REFUND FOR FOAMING SOAP		
I	10073968921	FOAMING SOAP/VENDING MACHIN	APBNK	6/29/2023	R	6/14/2023	86.14	86.14CR	
	G/L ACCOUNT			CK: 152712			86.14		
	101 41810-01-260.00	FOOD FOR RESALE				16.24	FOAMING SOAP/VENDING MACHINES		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
	101 41940-01-208.00	MISCELLANEOUS SUPPLIES				69.90	FOAMING SOAP/VENDING MACHINES		
I 10075234595	FOAMING SOAP		APBNK	6/29/2023	R	6/20/2023	69.90	69.90CR	
	G/L ACCOUNT			CK: 152712			69.90		
	101 41940-01-208.00	MISCELLANEOUS SUPPLIES				69.90	FOAMING SOAP		
				REG. CHECK		1	86.14	86.14CR	0.00
							86.14	0.00	
01-005029 TIFFANY SAMUELSON									
I 2023-0211	WATERPARK CAMP 3 REFUND		APBNK	6/29/2023	R	6/15/2023	158.00	158.00CR	
	G/L ACCOUNT			CK: 152713			158.00		
	101 22005	REFUNDS PAYABLE - P&R				158.00	WATERPARK CAMP 3 REFUND		
				REG. CHECK		1	158.00	158.00CR	0.00
							158.00	0.00	
01-000861 SHI INTERNATIONAL CORP									
I B16983510	SURFACE FOR PUBLIC WORKS		APBNK	6/29/2023	R	6/14/2023	152.00	152.00CR	
	G/L ACCOUNT			CK: 152714			152.00		
	101 45202-01-393.00	P.C. HARDWARE PURCHASES				152.00	SURFACE FOR PUBLIC WORKS		
				REG. CHECK		1	152.00	152.00CR	0.00
							152.00	0.00	
01-190555 SHORT ELLIOT HENDRICKSON									
I 447660	CSAH 42 WATER MAIN EXT		APBNK	6/29/2023	R	6/13/2023	10,584.39	10,584.39CR	
	G/L ACCOUNT			CK: 152715			10,584.39		
	474 48000-01-303.00	ENGINEERING FEES				10,584.39	CSAH 42 WATER MAIN EXT		
I 448027	WELL 17 PRELIM DESIGN		APBNK	6/29/2023	R	6/16/2023	3,605.21	3,605.21CR	
	G/L ACCOUNT			CK: 152715			3,605.21		
	601 49400-01-303.00	ENGINEERING FEES				3,605.21	WELL 17 PRELIM DESIGN		
				REG. CHECK		1	14,189.60	14,189.60CR	0.00
							14,189.60	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-192536 STREICHER'S									
I	I1640352	NEW OFFICER UNIFORM-MELENDR	APBNK	6/29/2023	R	6/19/2023	2,339.66	2,339.66CR	
		G/L ACCOUNT		CK: 152716			2,339.66		
		101 42110-12-217.00 CLOTHING ALLOWANCE - POLICE					2,339.66	NEW OFFICER UNIFORM-MELENDREZ	
				REG. CHECK		1	2,339.66	2,339.66CR	0.00
							2,339.66	0.00	
01-005967 PADMAVATHI SUBRAMANIAM									
I	2023-0206	PERMIT 5081-DAMAGE DEPOSIT	APBNK	6/29/2023	R	6/20/2023	300.00	300.00CR	
		G/L ACCOUNT		CK: 152717			300.00		
		101 22005 REFUNDS PAYABLE - P&R					300.00	PERMIT 5081-DAMAGE DEPOSIT	
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	0.00	
01-002748 TAPCO									
I	I755908	2-SQUARE PEDESTAL BASE	APBNK	6/29/2023	R	6/15/2023	634.22	634.22CR	
		G/L ACCOUNT		CK: 152718			634.22		
		101 43121-01-226.00 SIGN REPAIR MATERIALS					634.22	2-SQUARE PEDESTAL BASE	
				REG. CHECK		1	634.22	634.22CR	0.00
							634.22	0.00	
01-220480 VERIZON WIRELESS									
I	9936947863	PD CELLULAR SERVICE 06/10/2	APBNK	6/29/2023	R	6/10/2023	1,272.22	1,272.22CR	
		G/L ACCOUNT		CK: 152719			1,272.22		
		101 42110-01-321.00 TELEPHONE COSTS					1,272.22	PD CELLULAR SERVICE 06/10/2023	
				REG. CHECK		1	1,272.22	1,272.22CR	0.00
							1,272.22	0.00	
01-002460 WESTWOOD PROFESSIONAL SERVI									
I	1230601324	PROF SERVICES-RSMT REC CENT	APBNK	6/29/2023	R	6/19/2023	2,310.00	2,310.00CR	
		G/L ACCOUNT		CK: 152720			2,310.00		
		476 48000-01-319.00 OTHER PROFESSIONAL SERVICES					2,310.00	PROF SERVICES-RSMT REC CENTER	
				REG. CHECK		1	2,310.00	2,310.00CR	0.00
							2,310.00	0.00	

PACKET: 06716 06/29/2023 AP CHECK RUN
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-005808 WEX HEALTH INC									
I	0001753509-IN	MAY ADMIN FEES	APBNK	6/25/2023	D	5/31/2023	277.25	277.25CR	
		G/L ACCOUNT		CK: 001547			277.25		
		101 41320-31-319.00 OTHER PROFESSIONAL SERVICES					277.25	MAY ADMIN FEES	
				DRAFTS		1	277.25	277.25CR	0.00
							277.25	0.00	
01-004606 WILLIAMS SCOTSMAN INC									
I	9018081198	PW PARKS TRAILER RENTAL	APBNK	6/29/2023	R	6/25/2023	780.28	780.28CR	
		G/L ACCOUNT		CK: 152721			780.28		
		101 45202-01-416.00 MACHINERY RENTAL					780.28	PW PARKS TRAILER RENTAL	
				REG. CHECK		1	780.28	780.28CR	0.00
							780.28	0.00	
01-003480 YALE MECHANICAL LLC									
I	245184A	COOLING MAINT-WELL HOUSE #1	APBNK	6/29/2023	R	5/31/2023	244.50	244.50CR	
		G/L ACCOUNT		CK: 152722			244.50		
		601 49400-01-319.00 OTHER PROFESSIONAL SERVICES					244.50	COOLING MAINT-WELL HOUSE #16	
I	245190	COOLING MAINT-WELL HOUSE #9	APBNK	6/29/2023	R	5/31/2023	317.00	317.00CR	
		G/L ACCOUNT		CK: 152722			317.00		
		601 49400-01-319.00 OTHER PROFESSIONAL SERVICES					317.00	COOLING MAINT-WELL HOUSE #9	
I	245191	COOLING MAINT-WELL HOUSE #8	APBNK	6/29/2023	R	5/31/2023	317.00	317.00CR	
		G/L ACCOUNT		CK: 152722			317.00		
		601 49400-01-319.00 OTHER PROFESSIONAL SERVICES					317.00	COOLING MAINT-WELL HOUSE #8	
				REG. CHECK		1	878.50	878.50CR	0.00
							878.50	0.00	

PACKET: 06716 06/29/2023 AP CHECK RUN
VENDOR SET: 01

========== R E P O R T T O T A L S ==========

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
101	GENERAL FUND	403,886.92CR
201	PORT AUTHORITY FUND	10,505.44CR
203	STREET CIP FUND	18,388.11CR
205	PARK IMPROVEMENT FUND	74,575.58CR
206	INSURANCE FUND	2,230.20CR
207	EQUIPMENT CIP FUND	31,680.84CR
208	DUI FORFEITURE FUND	25.00CR
421	PD & PW BUILDINGS PROJECT	19,740.57CR
474	PROJECT BIGFOOT	10,584.39CR
476	LIFE TIME	2,310.00CR
601	WATER UTILITY FUND	41,167.17CR
602	SEWER UTILITY FUND	1,307.96CR
603	STORM WATER UTILITY FUND	6,069.69CR
608	STREET LIGHT UTILITY FUND	506.11CR
650	ARENA FUND	4,385.22CR
	** TOTALS **	627,363.20CR

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS	10	67,193.77	67,193.77CR	0.00
		67,193.77	0.00	
REG-CHECKS	85	560,169.43	560,169.43CR	0.00
		560,169.43	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	95	627,363.20	627,363.20CR	0.00
		627,363.20	0.00	

ERRORS: 0 WARNINGS: 0

06/29/2023

PACKET: 06715 06/29/23 PYRL Regular Payments
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : PYBNK MERCHANTS BANK - PY

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
011310	AFLAC							
	I-161202306279561	AFLAC INSURANCE PREMIUMS	D	6/29/2023		352.34CR	001530	
	I-162202306279561	AFLAC INSURANCE PREMIUMS	D	6/29/2023		267.84CR	001530	620.18
005806	BPAS-BENEFIT PLANS ADMIN SRVS							
	I-250202306279561	VEBA - EMPLOYEE CONTRIBUTIONS	D	6/29/2023		105.00CR	001531	105.00
000003	INTERNAL REVENUE SERVICE							
	I-T1 202306279561	FEDERAL WITHHOLDING	D	6/29/2023		37,879.08CR	001532	
	I-T3 202306279561	FICA W/H & CONTRIBUTIONS	D	6/29/2023		38,039.86CR	001532	
	I-T4 202306279561	MEDICARE W/H & CONTRIBUTIONS	D	6/29/2023		12,407.48CR	001532	88,326.42
000004	MN DEPT OF REVENUE							
	I-T2 202306279561	MN STATE WITHHOLDING	D	6/29/2023		18,328.19CR	001533	18,328.19
002238	MN STATE RETIREMENT SYSTEM							
	I-260202306279561	MSRS-EMPLOYEE CONTRIBUTION	D	6/29/2023		600.00CR	001534	
	I-262202306279561	MSRS-EMPLOYEE CONTRIBUTION	D	6/29/2023		932.41CR	001534	
	I-263202306279561	MSRS-EMPLOYEE CONTRIBUTION	D	6/29/2023		700.00CR	001534	
	I-264202306279561	MSRS-EMPLOYEE CONTRIBUTION	D	6/29/2023		510.00CR	001534	
	I-350202306279561	DEFERRED COMP WITHHOLDING	D	6/29/2023		3,487.00CR	001534	
	I-351202306279561	DEFERRED COMP WITHHOLDING	D	6/29/2023		319.29CR	001534	
	I-352202306279561	ROTH 457 CONTRIBUTIONS	D	6/29/2023		1,800.00CR	001534	
	I-353202306279561	ROTH 457 CONTRIBUTIONS	D	6/29/2023		934.74CR	001534	9,283.44
140290	NATIONWIDE RETIREMENT SOL							
	I-310202306279561	DEFERRED COMP WITHHOLDING	D	6/29/2023		33,206.39CR	001535	
	I-311202306279561	DEFERRED COMP WITHHOLDING	D	6/29/2023		869.09CR	001535	
	I-340202306279561	ROTH 457 CONTRIBUTIONS	D	6/29/2023		1,938.92CR	001535	
	I-341202306279561	ROTH 457 CONTRIBUTIONS	D	6/29/2023		153.62CR	001535	36,168.02
162110	PUBLIC EMPLOYEE							
	I-300202306279561	PERA W/H - COORDINATED	D	6/29/2023		33,976.52CR	001536	
	I-301202306279561	PERA W/H - POLICE DEPT	D	6/29/2023		36,707.44CR	001536	70,683.96
005807	WEX HEALTH INC							
	I-230202306279561	HSA - EMPLOYEE CONTRIBUTION	D	6/29/2023		3,402.90CR	001537	3,402.90

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	8	0.00	226,918.11	226,918.11
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	8	0.00	226,918.11	226,918.11

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 06715 06/29/23 PYRL Regular Payments
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : PYBNK MERCHANTS BANK - PY

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
101	6/2023	196,936.14CR
201	6/2023	1,490.12CR
601	6/2023	8,448.85CR
602	6/2023	8,448.79CR
603	6/2023	8,065.95CR
650	6/2023	3,528.26CR
ALL		226,918.11CR

06/29/2023

ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
JUNE 20, 2023

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Pursuant to due call and notice thereof a regular meeting of the Rosemount City Council was held on Tuesday, June 20, 2023, at 7:00 PM. in Rosemount Council Chambers 2875 145th Street West.

Mayor Weisensel called the meeting to order with Councilmember Freske, Essler, Theisen and Klimpel.

Staff present included the following; Public Works Director Egger, City Administrator Martin, Community Development Director Kienberger, City Engineer Erickson, Finance Director Malecha and Parks & Recreation Director Schultz.

APPROVAL OF AGENDA

Motion by Weisensel **Second by** Klimpel
Motion to approve the agenda
Ayes: 5.
Nays: None. Motion carried.

PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

a. 2022 Management and Annual Comprehensive Financial Report

Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR) presented the City's financial records as reviewed by the auditors for the fiscal year ended December 31, 2022.The goal of an independent audit is to provide reasonable assurance that the City's financial statements are free of material misstatement. The audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation.

Motion by Council Member Theisen **Second by** Council Member Essler
Motion to accept the 2022 financial reports.
Ayes: 5.
Nays: None. Motion .

PUBLIC COMMENT

None

RESPONSE TO PUBLIC COMMENT

Parks & Recreation Director Schultz provided responses to questions and comments made on June 6, 2023 by Terrance Yourchuck. Mr. Schultz responded to the three concerns brought to

the attention of council at the past council meeting.

Mr. Schultz responded to the temparature at the Steeple Center, noting staff works with seniors at the Steeple Center to find a happy medium for all, however comfort levels are different for all and recommends bringing layers to events.

Mr. Yourchuck's reference to a senior agreement has not been agreed upon, only proposed to staff at this point and time.

Mr. Schultz confirmed Rosemount Area Art Council (RAAC) has their own bank account and the City is not interested in collecting money from RAAC for their programming.

CONSENT AGENDA

Motion by Council Member Essler **Second by** Council Member Freske

Motion to approve the consent agenda with item 6.d. removed for further discussion

Ayes: 5.
Nays: None. Motion Carried.

a. Bills Listing

b. Minutes of the June 6, 2023 Regular Meeting Minutes

c. Minutes of the June 6, 2023 Work Session Proceedings

d. Performance Measure Program

Mayor Weisensel pulled this item for furhter discussion on the performance measures used to measure the City's operations. Finance Director Malecha further discussed the performance measure program.

Motion by Weisensel **Second by** Klimpel

Motion to Adopt the Resolution Approving the 2022 Performance Measures

Ayes: 5.
Nays: None. Motion Carried.

e. Donation Acceptance from Joseph Walsh

f. Accept Public Streets and Utilities Emerald Isle 2nd Addition

g. Approval of the Final Plat for Rosecott Place Apartments

h. Declare Crash Attenuator as Surplus Property

i. Approval of Council Travel

j. Temporary On-Sale Liquor License - Celts

PUBLIC HEARINGS

a. 2023 Neighborhood Infrastructure Improvement Project, Assessment Hearing and

Adopt Assessment Roll

City Engineer Erickson further discussed the 2023 Neighborhood Infrastructure Improvement Project. As part of the Minnesota Statute Chapter 429 process both an improvement and assessment public hearing are required. These are separate hearings and the improvement hearing was previously held on March 3, 2023. With the award of the contract, staff has calculated the final proposed assessment amount for each of the property owners.

As a departure from City policy, staff is proposing that only 24% of the street and surface costs are assessed as a gesture by the City to help lessen the burden on adjacent property owners, capping the per parcel assessment at $10,000. On May 31, 2023, a neighborhood open house was held and residents on the project were offered the opportunity to meet individually with staff. In addition, staff proposes to allow for the assessments to be payable over a 15-year instead of the standard 10- year term per City policy.

With the extension of utilities into the neighborhood, property owners will be allowed up to 10 years to connect to the city system under certain guidelines noted at previous meetings and staff recommends allowing property owners to pay those charges via a separate special assessment if they decide to connect to the system in 2023 and owners are to connect with staff to sign an agreement for this.

A preconstruction meeting will be held later this week and following this meeting additional information will be available regarding timelines, weekly updates, etc. This information will also be available on the City website.

Mayor Weisensel opened the public hearing at 7:38 p.m.

Terry Kramer
2075 128th Street W
Mr. Kramer had questions regarding the assesment for the extension of utility services and its placement.

Diane Lindo
2193 130th Way W
Ms. Lindo requested for additional information regarding the assessment language;when does 30 days from adoption begin and how to file for hardship assesment deferral.

Jackie Young
12895 Bengal Ave W
Ms. Young had questions as well regarding when the 30 days from adoption begins and the objection process, i.e. how to file objection and what are residents able to object.

Motion by Weisensel **Second by** Theisen

Motion to close the public hearing at 7:43 p.m.

Ayes: 5.
Nays: None. Motion carried.

City Engineer Erickson clarified the curb stop will be installed at the end of the service line and staff will coordinate with property owners their preference on where installed. The service will be 10 feet from

pavement or property line based upon how the roads were constructed.

City Engineer Erickson responded to the adoption timeframe, noting should council approve tonight, the 30-day clock would start today. Also, property owners are interest free until October 31, 2023.

City Engineer Erickson stated those property owners wanting to object, would need to do so in writing by this meeting. The objection is to object to the street assessment amount and should be noted that the connection fees are not a special assessment and cannot be objected. If a resident were to object, the project would still move forward and the objection would go to the district court for the next steps and the property owner would need to connect with an attorney.

Motion by Council Member Essler **Second by** Council Member Theisen

Motion to:

1. Hold Public Hearing on Assessments.
2. Adopt a Resolution Approving the Assessment Roll for the 2023 Neighborhood Infrastructure Improvement Project, City Project 2023-04

Ayes: 5.
Nays: None. Motion Carried.

b. Public Hearing for the Proposed Tax Abatement on parcels 34-02600-70-013 and 34-03500-01-011 Located at 1367 – 145th Street East

Economic Development Coordinator Van Oss introduced Rebecca Kurtz of Ehlers who highlighted the proposed tax abatement for Jimnist, LLC development team for a technology campus on approximately 280 acres of land owned by the University of Minnesota in its UMore Park site.

Ms. Kurtz noted the terms of the abatement are unique in comparison to other projects. Under the proposed Abatement Agreement, the City will retain the first $1 million of City taxes annually for the next 20 years. In the event that the City portion of the taxes exceeds $1 million, any additional City tax revenue will be reimbursed to Jimnist. The school and county are not participating in the abatement and Ms. Kurtz noted the reasoning for the school to not participate is due to school funding. The county has been in discussion with the project team and is not participating at this time and staff noted the county has not done a tax abatement in recent history. Councilmembers expressed concern with the county not participating.

The Jimnist attorney was present to answer questions and noted the following; the site selection is a highly competitive process and continues to request to remain annoynmous until a final deal has been reached. However, the attorney can share the company is a fortune 500 company and a great partner in which they operate. The attorney also noted a discussion took place several weeks ago with the county and the conversation had momentum to keep moving forward.

Mr. Van Oss stated applications for site plans will be proposed in the near future which will provide more information about the project.

Mayor Weisensel opened the public hearing at 8:16 p.m.

Motion by Weisensel **Second by** Essler

Motion to close the public hearing at 8:17 p.m.

Ayes: 5.
Nays: None. Motion carried.

c. Vacation of Certain Easements in the Prestwick Place 23rd Addition Plat Area

Community Development Director Kienberger discussed the plat which is the site of the future Life Time Fitness and other commercial development in the northeast quadrant of the intersection of Akron Avenue and 145th Street/CSAH 42.

Several easements are shown on the plat that were carried over from the underlying easements granted to the City over the years. The City's engineer is recommending that the underlying easements be vacated and new easements over the same areas be drawn on the plat document that will be recorded with the County.

Mayor Weisensel opened the public hearing at 8:20 p.m.

Motion by Weisensel **Second by** Klimpel

Motion to close the public hearing at 8:21 p.m.

Ayes: 5.
Nays: None. Motion carried.

Motion by Council Member Klimpel **Second by** Council Member Essler

Motion to adopt a resolution approving the vacation of certain easements within the Prestwick Place 23rd Addition plat, subject to the inclusion of new easements on the recorded plat.

Ayes: 5.
Nays: None. Motion Carried.

UNFINISHED BUSINESS

NEW BUSINESS

a. Authorizing the Sale of General Obligation Bonds

Finance Director Malecha introduced Doug Green of Baker Tilly who provided more information on bond structuring and sale process. The City has been finalizing plans and awarding contracts for the Police Department and Public Works Campus that will begin construction this month. The 2023-2027 Capital Improvement Plan presented and adopted at the May 2nd City Council meeting provided preliminary approval on the issuance of bonds for construction.

Mr. Green noted the bonds would be awarded on July 11, 2023 with the closing occurring in August 2023; if something alarming were to happen with the market, the bond sale date can be adjusted.

The parameters resolution is a common strategy used to provide flexibility on the timing of the sale, if necessary. It establishes a "Pricing Committee" consisting of Port Authority Board Chair, Executive Director and Treasurer to approve the sale of the bonds based on two parameters:maximum par amount of $48 million and maximum true interest rate of 6.5%. Mr. Green also noted the Jay Simmons

neighorhood street project and Akron Ave South are lumped into the debt issuance based upon the parameters of the projects.

Councilmembers discussed the tax impact and mentioned to be aware of the school district levy.

City Administrator Martin mentioned the City has never done anything like this and in comparison to other cities, Rosemount has very minimal debt.

Motion by Council Member Essler **Second by** Council Member Klimpel

Motion to Adopt a Resolution Providing for the Competitive Negotiated Sale of $64,865,000 General Obligation Street Reconstruction and Capital Improvement Plan Bonds, Series 2023A

Ayes: 5.
Nays: None. Motion Carried.

b. Award Bids for the Life Time Facility Construction

Parks & Recreation Director Schultz recapped the several bids recieved for specialty areas of the Life Time facility project. A detailed spreadsheet that compares the Contstruction Manager's estimate and award letters were further discussed.

Councilmembers requested another line on the spreadsheet to show items that Lifetime is in charge of and to continue to show the full project cost.

Motion by Council Member Freske **Second by** Council Member Theisen

Motion to recommend the City Council accept the bids and award contracts to the lowest responsible bidder as described in the letters of recommendation for the following specialty areas:

1. Landscaping
2. Doors and Misc. Openings
3. Drywall, Carpentry, Fireproofing and Painting
4. Flooring
5. Signage
6. Athletic Equipment
7. Mechanical

Ayes: 5.
Nays: None. Motion Carried.

c. Authorize Declaration and Site Development Agreement with Life Time

City Administrator Martin recapped Port Authority's actions earlier this evening discussing City Council's consideration of the Declaration of Easements and Covenants along with the Site Development Agreement between the City and Life Time. This document is directly connected to other previously authorized documents which establish each parties' duties in the deal, including the Lease and the Partial Assignment of property acquisition rights.

A few items discussed from the declaration; future Aspen Avenue installation i.e. Life Time will pay an assessment for the southern portion of Aspen Avenue up to the private "spine road", and the City will not be assessing itself for the property north of the spine road, Life Time will be paying for all

infrastructure installed on the remaining developable sites.

Motion by Council Member Theisen **Second by** Council Member Essler

Motion to City Council authorize execution of various agreements related to the Life Time project

Ayes: 5.
Nays: None. Motion Carried.

d. Receive Donation and Execute Agreement with Flint Hills Resources

City Administrator Martin presented the donation and agreement brought forth tonight with Flint Hills. A total of 20 acres of land on Biscayne Avenue from the National Guard was donated to the City for the Police Department/Public Works Campus. The National Guard requested that the City find a similar 20 acre parcel to replace within the National Guard's landholdings for potential future use as an Armory and Flint Hills found a 20 acre parcel along Akron Ave. north of the soccer fields to offer the National Guard. Councilmembers and staff expressed their graditude for this land donation.

Motion by Council Member Essler **Second by** Council Member Klimpel

Motion to receive a land donation from Flint Hills Resources and authorize the Mayor and City Clerk to execute necessary agreements

Ayes: 5.
Nays: None. Motion Carried.

ANNOUNCEMENTS

a. City Staff Updates

City Administrator had no staff updates for Council.

Councilmembers recognized recent athletes and teams at Rosemount High School's for their successful season at state.

b. Upcoming Community Calendar

Mayor Weisensel reviewed the calendar of events and upcoming meetings.

ADJOURNMENT

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel and a second by Essler the meeting was at 9:04 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: July 11, 2023

AGENDA ITEM:	Approve Service Agreement for Fixed Base Water Meter Data Reading System	**AGENDA SECTION:**	CONSENT AGENDA
PREPARED BY:	Nick Egger, Public Works Director	**AGENDA NO.**	6.c.
ATTACHMENTS:	Agreement	**APPROVED BY:**	LJM
RECOMMENDED ACTION: Staff recommends that the City Council approve the attached agreement with Sensus for providing meter reading data collection and hosting services.			

BACKGROUND

The City will soon be performing a conversion of our meter reading system to one which utilizes a fixed base antenna mounted to one of the City's water towers. This system will be able to receive meter data from a single transmission/reception point without the need for staff to drive around the City every month to perform meter readings.

We are anticipating the antenna hardware equipment will be installed on our Bacardi tower later this year, and we will work with our vendor to initiate the service for gathering the data. From that point forward, with few exceptions, all meters in the City will be capable of being read by this system. There will be a transition period involved until every meter can start on a new billing cycle being read by the new antenna. Once fully online, this system will save many hours of staff time going forward, allow for more advanced water use analytics, provide near-instantaneous meter reading figures without the need for sending a staff member into the field for a final reading, enable our utility billing staff to answer inquiries with faster response times, and allow utility bills to be prepared more efficiently.

Ultimately, the City will be able to implement an online portal for customers to log in and view their water consumption data and patterns, similar to what one might see from their electricity or natural gas service provider. The new reading system will require ongoing data management and hosting services to be provided by Sensus, for which the attached services agreement is required.

There is an ongoing cost for this service that is correlated with the total number of meters being served by the reading system. Initially this cost will be in the range of $50,000 annually, increasing as growth occurs and the number of meters being managed increases. However, staff believes the additional capabilities, efficiencies, and staff time gained by way of converting the system will benefit the City over the long run.

Both the City Attorney's office and myself have reviewed the agreement and worked with the vendor through refinements to get the final version to a level of sufficiency for meeting the City’s interests.

RECOMMENDATION

Staff recommends that the City Council approve the attached agreement with Sensus for providing meter reading data collection and hosting services.

Software as a Service Agreement

between

City of Rosemount, Minnesota
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for one additional term of 5 years ("Renewal Term"), unless Customer provides written notice to Sensus of its desire to not renew the Agreement one hundred twenty (120) days before the end of the Initial Term. The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer: City of Rosemount, Minnesota

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Contents of this Agreement:

Agreement
Exhibit A Software
Exhibit B Technical Support

Agreement

1. **General**
   A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
   A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
   B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
   A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 6/8/2015 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
4. **Equipment.**
   A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: https://www.sensus.com/tc, or 1-800-METER-IT
   B. **THERE ARE NO EQUIPMENT WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT REGARDING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE**.
5. **Services.**
   A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
   B. **Technical Support**. Sensus shall provide Customer the technical support set forth in Exhibit B.
   C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
   D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
   E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
6. **General Terms and Conditions.**
   A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
   B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus or Sensus authorized Distributor under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from main case or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
   C. **Termination.** Either party may terminate this Agreement earlier than the end of the Term if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
   D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
   E. **Intellectual Property Rights.**

i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.

ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.

iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.

iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.

F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility. Sensus understands and agrees that Customer is subject to the requirements of Minnesota Statutes Chapter 13 which will prevail in the event of any conflict with this Agreement.

G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser; or (iv) any information that is considered public pursuant to Minnesota Statutes Chapter 13. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.

i. **Export Control Laws**. Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.

ii. **Anti-Corruption Laws**. Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.

I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.

J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.

K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.

L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be addressed through mediation between the parties. Mediation may occur via electronic means or in person within Dakota County, Minnesota. The cost of hiring a mediator shall be split equally between the parties, but all other party costs associated with such mediation shall be the responsibility of the party incurring such costs. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.

M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

O. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

Q. **Audit.** Pursuant to Minnesota Statutes, section 16C.05, subd. 5, Sensus must permit Customer, or its duly authorized agents, the state auditor, or legislative auditor, reasonable access to Sensus' books, records, documents, and accounting procedures and practices applicable to the Services provided under this Agreement for a minimum of six (6) years from the termination or expiration of this Agreement.

7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**

A. **"*Affiliate*"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.

B. "***Confidential Information***" means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.

C. **"*End User*"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.

D. "***Field Devices***" means the SmartPoint Modules.

E. "***FlexNet Base Station***" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

F. **"*FlexNet System*"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.

G. "***Force Majeure***" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

H. ***"Hosted Software"*** means those items listed as an Application in Exhibit A.

I. "***In/Out Costs***" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.

J. "***Intellectual Property***" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

K. "***LCM***" identifies the load control modules.

L. **"*Ongoing Fee*"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.

M. "***Patches***" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.

N. "***Permitted Use"*** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.

O. ***"R100 Unit"*** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.

P. **"*Release*"** means both Updates and Upgrades.

Q. **"*Remote Transceiver*"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.

R. **"*RF Field Equipment*"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).

S. **"*RNI*"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.

T. **"*RNI Software*"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.

U. ***"Service Territory"*** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.

V. **"*Server Hardware*"** means the RNI hardware.

W. ***"SmartPoint™ Modules"*** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.

X. **"*Software*"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third-party software.

Y. **"*Updates*"** means releases of the Software that constitute a minor improvement in functionality.

Z. **"*Upgrades*"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

AA. **"*WAN Backhaul*"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software

Software as a Service

1. **Description of Services.**

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. **Software as a Service Generally.**

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and support of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. **Software as a Service means only the following services:**

i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.

ii. Sensus will provide production and disaster recovery environments for Application.

iii. Sensus will provide patches, updates, and upgrades to the latest Sensus Hosted Software release.

iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
   (a) Network addresses and virtual private networks (VPN)
   (b) Standard time source (NTP or GPS)
   (c) Security access points
   (d) Respond to relevant alarms and notifications

v. Capacity and performance management. Sensus will:
   (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e., database, backspool, logs, message broker storage, etc.)
   (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
   (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
   (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
   (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.

vi. Database management. Sensus will:
   (a) Implement the data retention plan and policy and will provide the policy upon request.
   (b) Monitor space and capacity requirements.
   (c) Respond to database alarms and notifications.
   (d) Install database software upgrades and patches.
   (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.

vii. Incident and Problem Management. Sensus will:
   (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
   (b) Respond to incidents and problems that may occur to the Application(s).
   (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
   (d) Correlate incidents and problems where applicable.

(e) Sensus personnel will use the self-service portal to document and track incidents.
(f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
(g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
(h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:
(a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
(b) Perform active intrusion prevention and detection of the data center network and firewalls and monitor logs and alerts.
(c) Conduct period penetration testing of the network and data center facilities.
(d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
(e) Perform anti-virus and Malware patch management on all systems.
(f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
(g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
(h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
(i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
(j) Provide secure web portal access (SSL) to the Application(s).

ix. Backup and Disaster Recovery Management. Sensus will:
(a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
(b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
(c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
(d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
(e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
(f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
(g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
(h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
(i) The Application shall have a RTO of forty-eight (48) hours.
(j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hour, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
(k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. **Customer Responsibilities:**
i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
ii. Participate in all required configuration and change management procedures.
iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
vii. Responsible for local area network configuration, management, and support.
viii. Identify and research problems with meter reads and meter read performance.
ix. Create and manage user accounts.
x. Customize application configurations.
xi. Support application users.
xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
xiii. Respond to alarms and notifications.
xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. **Software as a Service** does not include any of the following services:
i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. **Further Agreements**

A. System Uptime Rate.
i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

System Uptime Rate = 100 x (TMO – Total Non-Scheduled Downtime minutes in the Month)
TMO

ii. **Calculations**

a. ***Targeted Minutes of Operation*** or ***TMO*** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.

b. ***Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

c. ***Non-Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions**. Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

a. **Emergency Work**. In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.

ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.

iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.

iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.

v. Dry pipe pre-action fire detection and suppression systems are provided.

vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

i. Customer shall promptly pay all Software as a Service fees.

ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.

v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

i. **Description of Software Solutions**. Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.

ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.

a. Core Package

(i) Communication

1. Manages all inbound and outbound traffic to and from endpoints
2. Outbound routing optimization
3. Route analyzer
4. AES256 bit encryption of radio messages
5. Reports and metric details of network performance and troubleshooting aids
6. Management of RF equipment (base stations and endpoint radios)

(ii) Data Collection

1. Missing read management
2. Management of duplicate reads
3. 60-day temporary storage

(iii) Application integration

1. To Sensus Analytics applications
2. Enable 3rd party application integration
3. Batch CMEP file export
4. Real-time access through MultiSpeak

(iv) Endpoint Management

1. Gas, water, electric, lighting concurrent support
2. Remote configuration
3. Remote firmware updates
4. Reports, metrics and Troubleshooting

(v) User Management

1. Secure access
2. Password management
3. Definable user roles
4. User permissions to manage access to capabilities

b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:

(i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).

1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.

(ii) Customer Responsibilities:

1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
2. Establish the network and security required for the two systems to reasonably communicate.
3. Verify integration to third party system functionality is working as intended.

(iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. **Sensus Analytics**

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

i. Device Access
   a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
   b. Allows a view of the meter interval or register reads.
   c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
   d. Allows the current and historical data to be viewed.
   e. Allows the current usage to be compared to historical distribution averages.
   f. Allows the user to see the meter location on a map view.
   g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
   h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).

ii. Meter Insight (provides the following)
   a. # of active meters.
   b. # of orphaned meters with drill down to the list of meters.
   c. # of inactive meters with usage drill down to the list of meters.
   d. # of stale meters with drill down to the list of meters.
   e. # of almost stale meters with drill down to the list of meters.
   f. # of meters where no read is available with drill down to the list of meters.
   g. # of meters with maximum threshold exceptions with drill down to the list of meters.
   h. # of meters with minimum threshold exceptions with drill down to the list of meters.
   i. # of unknown radios with drill down to the list of meters.

iii. Report Access
   a. Allows the user to see meter alarms and choose a report from a list of standard reports.
   b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
   c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
   d. Master Route No Readings: List all meters that are active in the system but have not been sending reads within the specified time window.
   e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
   f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
   g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
   h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
   i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
   j. Consumption Exception 24-hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
   k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
   l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
   m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
   n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.

iv. Billing Access
   a. Initiate the creation of billing export files formatted to the import needs of the billing system.
   b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
   c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
   d. Will store created billing files for a period of three years unless otherwise denoted.
   e. The system will allow creation of test files before export to the billing system.

v. Billing Adaptor
   a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.

vi. Data Store
   a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
   b. Stored data is available online for reports and analysis.
   c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

i. Alarm Insight
   a. Allows the user to summarize and filter alarms by a date range.
   b. Allows the user to review all alarm types on a single screen.
   c. The user can filter out the alarms not wanted on the screen.
   d. Alarm totals can be visualized.
   e. Adds a view of trending alarms over time.
   f. Click to drill down on an alarm to gain more information on specific events.
   g. Click to analyze a specific event on a particular device.

ii. Alert Manager
   a. Allows creation of alert groups who will be notified when an alarm occurs.

b. Users can manage alert groups by adding and removing group members.
c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
d. Allows creation of an alert from the available system events from smart points and assign to a group.
e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back-office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end username, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.

ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).

iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.

iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.

v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**

vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

vii. **Customer Acknowledgements.**

a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting and indemnifies Sensus for any claims resulting therefrom.
d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. **Third Party Software.**

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B
Technical Support

1. **Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).

b) The local distributor.

c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. **Support Categories**

2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).

2.2. Proactive reporting and resolution of problems.

2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.

2.4. Responding to service requests and product changes.

2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. **Support Hours**

3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. **Support Procedures**

4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a SalesForce ticket.

4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into SalesForce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.

b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.

c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the SalesForce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into SalesForce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into SalesForce Knowledge Base.
3	1 Business Day	30 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into SalesForce Knowledge Base. • Fix incorporated into future release.

6. **Problem Escalation Process**.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the SalesForce ticket number and the reason why the issue is being escalated.

6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given SalesForce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions**.

7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.

7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: July 11, 2023

AGENDA ITEM:	Dakota County Electronic Crimes Unit Joint Powers Agreement 2023	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Mikael Dahlstrom, Police Chief	**AGENDA NO.** 6.d.
ATTACHMENTS:	Joint Powers Agreement	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to approve the Dakota County Electronic Crimes Unit Joint Powers Agreement extending and amending that which commenced January 1, 2023 and runs through 2028		

BACKGROUND

The Rosemount Police Department executed an agreement between the Dakota County's Electronic Crimes Task Force and the City of Rosemount on May 16, 2016 in order to support and establish an organization to coordinate efforts to investigate illegal activities related to the use of electronic devices, the Internet, and materials transmitted or used in electronic form and the prosecution of those conducting such illegal activities.

This agreement involves several agencies within Dakota County, including the Dakota County Sheriff's Office. Rosemount Police Department's involvement in the "Task Force" assists us in conducting investigations involving technology such as cellular devices and computers and more quickly completes computer forensics in these cases. A formal agreement for this partnership has been created and needs to be executed. The Joint Powers Agreement was reviewed and approved by our City Attorney.

RECOMMENDATION

Staff recommends that the City Council approve the Dakota County Electronic Crimes Unit Joint Powers Agreement.

DAKOTA COUNTY ELECTRONIC CRIMES TASK FORCE
JOINT POWERS AGREEMENT

The parties to this Agreement are units of government responsible for the enforcement of criminal laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes, Section 471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. Name. The parties hereby establish the Dakota County Electronic Crimes Task Force ("Task Force").

2. General Purpose. The purpose of this Agreement is to establish an organization to coordinate efforts to investigate illegal activities related to the use of electronic devices, the Internet, and materials transmitted or used in electronic form and the prosecution of those conducting such illegal activities.

3. Parties. The parties to this Agreement are the following units of government:

City of Apple Valley
City of Burnsville
City of Farmington
City of Hastings
City of Inver Grove Heights
City of Lakeville
City of Mendota Heights
City of Rosemount
City of South St. Paul
City of West St. Paul
County of Dakota
Dakota County Drug Task Force

(Individually or collectively "member(s)" or "party(ies)")

4. Administrative Board.

4.1 Creation and Composition. A joint powers board, known as the Electronic Crimes Task Force Administrative Board ("Board"), is established for the purposes contained herein with the powers and duties set forth in this Agreement. The Board shall consist of one member from each of the law enforcement units of government that participates in the Task Force, appointed by their respective police chief or sheriff. Board members appointed by police chiefs and the sheriff must be full-time supervisory peace officers of their jurisdiction or office. The police chief or sheriff may appoint an alternative member to attend Board meetings if the appointed member is unavailable. Alternates must be full-time supervisory peace officers from their jurisdiction or office. Board members shall not be deemed employees of the Task Force and shall not be compensated by it. At the discretion of the Dakota County Attorney, the Dakota County Attorney's Office shall serve the Board in an advisory capacity and shall be designated legal counsel on behalf of the Board and Task Force. The fiscal agent shall maintain a roster of current Board members and appointed alternates.

4.2 Terms. Board members and alternates shall serve at the pleasure of their respective police chief or sheriff. In the event that any Board member shall be removed by the appointing agency, the vacancy shall be filled by the appropriate appointing agency.

4.3 Officers. At is first meeting each calendar year, the Board shall meet and elect from its members a chair, a vice-chair, a secretary/treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. Officers shall serve for a term of one (1) year or until the officer ceases to be a board member, whichever is shorter.

4.4 Meetings. The Board shall meet in January of each year and shall have other regular and special meetings at such times and places as the Board shall determine. Special meetings may be held on three (3) days' notice by the chair or any two (2) board members; except that a special meeting to consider adoption of or amendments to the Board's operating rules pursuant to Section 6.1 shall require ten (10) days' notice. The presence of two-thirds (2/3) of the Board members at a meeting shall constitute a quorum.

4.5 Voting. Each Board member shall be entitled to one vote. If a Board member is unable to attend a meeting, the duly appointed alternative may attend and vote. Proxy voting is not permitted. The Board shall function by a majority vote of the board members, or alternates, present.

5. Duties of the Administrative Board.

5.1 The Board shall formulate a program to carry out its purpose.

5.2 The Board shall coordinate intelligence between the members and the Task Force and cooperate with other local, state, and federal law enforcement agencies to accomplish the purpose for which it is organized.

5.3 The Board shall keep proper and adequate books of accounts showing all its receipts and disbursements by date, source, and amount. It shall have prepared an independent audit of the books and accounts of the Task Force and shall provide an audit report to its members if any member requests a financial audit of the Task Force.

5.4 The Board shall keep proper minutes of all its proceedings.

5.5 The Sheriff's Office shall provide annually a year-end review/expenditure report of the Task Force's activities.

5.6 The Board shall establish performance and quality control measures and periodically monitor those measures, to include Task Force investigatory practices and policies.

6. Powers of the Administrative Board.

6.1 The Board may adopt and amend such bylaws that it may deem necessary or desirable for the conduct of the business of the Board. Such bylaws shall be consistent with the terms of this Agreement and any applicable laws or regulations.

6.2 The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. The Board may authorize the chair of the Board to enter into and execute those contracts.

6.3 The Board may sue and be sued.

6.4 The Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the parties to this Agreement.

6.5 The Board may apply for and accept gifts, grants or loans of money or other property or assistance from the United States Government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money, property or assistance in accordance with the terms of the gift, grant or loan relating thereto.

6.6 The Board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which it is organized.

6.7 The Board shall purchase and maintain public liability insurance coverage with limits consistent with Minnesota Tort Caps and such other bonds and insurance as is deemed necessary for the protections of the Board, its members, representatives, officers, agents and employees. The exercise of such authority by the Board shall not be construed as a waiver or modification of the limitations, defenses and immunities of liability contained in Minnesota Statutes, Chapter 466, Minnesota Statutes, Section 471.59, subd. 1a or other applicable law. Insurance coverage procured through the League of Minnesota Cities Insurance Trust will meet the requirements of this paragraph.

6.8 The Board may hold such other property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement make distribution of such property as provided for in this Agreement.

6.9 To the extent allowed by law, establish and collect fees, including user fees, for services performed by the Task Force, the Board or its members.

6.10 The Board may create a policies and procedures manual for use by the Task Force and review the same annually. If a policy or procedure adopted by the Board conflicts with a policy or procedure of a member, that member's policy or procedure shall apply to any agent assigned by that member to the Task Force.

6.11 The Board may retain legal counsel to advise the Board and provide civil legal services.

6.12 The Board may recommend changes in this Agreement to its members.

7. Budgeting and Funding.

7.1 By April 30 of each year the Board shall prepare and adopt a budget for the following year and may amend the same from time to time.

7.2 The members intend to fund the cost of operating the Task Force through member contributions of funds, officers and staff and by obtaining grant funds and restitution, if available.

By April 1 of each subsequent year, prior to the adoption of an annual budget for the following year, the Board will determine the amount of financial contribution and contribution of services by each member so that the adopted budget will be adequately funded and organizational objectives met. Any member may object to a proposed payment as excessive relative to the adopted budget. If a member's objection cannot be resolved, the Board may adopt a revised budget to accommodate the member's objection or an amendment to this Agreement approved by all members shall be executed by each member's governing body. The Board shall determine the amount of financial contribution and/or contribution of services by members and any new members.

7.3 If the Board incurs any liability for damages arising from the services performed under this Agreement, the amount of damages shall be assessed equally amongst the members. Nothing herein shall be construed as a waiver or modification of the limitations, defenses and immunities as fully described in Section 10.

7.4 The Board shall adopt a budget based upon grant funds received, member financial contributions and money made available from other sources. The Board may amend the budget as needed to reflect revenue and expenditure changes.

7.5 Dakota County shall serve as the fiscal agent of the Task Force and shall account for all funds received pursuant to this Agreement according to generally accepted accounting principles. The fiscal agent shall forward reports on Task Force receipts and disbursements to the members on a regular basis. Fiscal agent responsibilities shall include, but not be limited to: management of all funds, including member contributions and grant monies, payment for contracted services and relevant bookkeeping and recordkeeping. No payment on any invoice for services performed by any person providing services in connection with this Agreement shall be authorized unless approved by the Board chair, vice-chair or secretary/treasurer.

7.6 The members agree to contribute their financial contributions, grant funds and dedicated licensed peace officers required to operate the Task Force.

7.7 All funds shall be accounted for according to generally accepted accounting principles. The secretary/treasurer shall make a quarterly financial report of all expenditures and receipts, and current fund balances to the Board.

7.8 The Board may not incur debt.

7.9 The Board's obligation to reimburse members for any expense, furnish equipment, pay for staffing and the like is contingent upon the receipt of grant funds for that purpose. If insufficient grant funds are received, the Board may reduce the level of reimbursement, staffing and/or other expenditures.

8. Agents.

8.1 Each member shall inform the Board in December of each year of the identity of the licensed peace officers to serve as Agents for the Task Force ("Agents") for the following calendar year. The chief law enforcement officer for that member shall have the responsibility for determining the identity of their assigned officer(s). The number of licensed peace officer(s) per member allowed to serve as Agents for the Task Force must be approved in advance by the Board.

8.2 Agents will be responsible for the investigation of illegal activities related to or involving the use of electronic devices, the Internet, and materials transmitted or used in electronic form, including case development and handling and processing of evidence. To the extent permitted by law, Agents will work cooperatively with assisting agencies, including sharing information acquired by Agents pursuant to this Agreement.

8.3 Agents are not employees of the Task Force. Agents shall remain employees of the member that has assigned them to the Task Force and shall be compensated by that member. Each party to this Agreement shall be responsible for injuries to or death of its own personnel. Each party shall maintain workers' compensation coverage or self-insurance coverage covering its own personnel while they are providing assistance as a member of the Task Force. Each party to this Agreement waives its right to sue any other party for any workers' compensation benefits paid to its own employee or their dependents, even if the injury is caused wholly or partially by the negligence of any other party, or its officers, employees or agents.

8.4 The member appointing the Agent shall furnish the Agent with all standard department issued equipment necessary to perform all functions of the Agent. Agents' computers must meet Dakota County standards. Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to sue any other member for any damages to or loss of its equipment, even if the damages or loss were caused wholly or partially by the negligence of any other member or its officers, employees or agents.

8.5 The members shall maintain the officer positions hired to replace the officer assigned to the Task Force, or maintain the full-time equivalent or half-time equivalent staffing assigned to the Task Force as described in Sections 7.2 and 8.1.

9. Indemnification. The Task Force is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Task Force shall defend and indemnify the parties, and their officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising from Task Force activities or operations, and decisions of the Board.

Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466, or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or agents of any party for any act or omission for which the officer, employee, or agent is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Any excess or uninsured liability shall be borne equally by all the parties, but this does not include the liability of any individual officer, employee, or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

10. Insurance. The Board shall purchase general liability insurance for activities of the Task Force as described in Section 2. Such insurance shall name each member as an additional insured. By purchasing insurance, the members do not intend to waive, and this Agreement shall not be interpreted to constitute a waiver by any member of limitations on liability or immunities provided by any applicable Minnesota law, including Minnesota Statutes, Chs. 466 and 471. The cost of the general liability insurance shall be paid from funds of the Task Force.

11. Task Force Supervisory Oversight. The Dakota County Sheriff's Office will provide supervisory oversight of Task Force operations including case assignments, record keeping, intelligence management, management of all property seized, and the execution of stings, arrests, search warrants and similar operations performed by the Agents.

The members of this Agreement are not liable for the acts or omissions of the other members of this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other members.

12. Additional Parties. Any additional unit of government may become a party to this Agreement by adopting a resolution declaring its intention to do so and by entering into this Agreement, as it may be amended from time to time, provided that the parties have entered into an amendment pursuant to Section 13 approving such additional member. Such amendment shall be substantially in form of Exhibit A, attached hereto and incorporated by reference.

13. Amendments. Any amendment to this Agreement must be in writing and executed by all of the parties.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. All counterparts and amendments shall be filed with the fiscal agent.

15. Effective Date. This Agreement shall take full effect upon execution by the parties. Members may execute this Agreement in counterparts and need not sign the same original document. The signed Agreement shall be filed with the Board's designated fiscal agent, who shall notify all members in writing of its effective date. The fiscal agent shall also notify all parties of additional parties added pursuant to Section 12 and parties withdrawing pursuant to Section 16.3.

16. Termination and Withdrawal.

16.1 Termination Date. This Agreement shall terminate upon the occurrence of any one of the following events, whichever occurs first:

- When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or

- When a majority of members agree by resolution to terminate the agreement upon a date certain; or

- On December 31, 2028, unless extended by agreement of all of the members.

16.2 Effect of Termination. Termination shall not discharge any liability incurred by the Board or by the members during the term of this Agreement. Each member shall be liable for its own acts and for the acts of the Board to extent provided by law. With the exclusion of technology equipment contributed and owned by any member, upon termination of this Agreement all property of the Task Force shall be sold or distributed to the members in proportion to their respective financial and staff contributions to the Task Force since its inception. Parties who effectively withdraw from this Agreement will not be entitled to any return of their financial contributions.

16.3 Withdrawal. Without the necessity of approval from the parties' governing bodies, any party may withdraw from this Agreement upon 60 days' written notice to the Board. The Board shall notify the members pursuant to Section 17 of the receipt of a withdrawal notice. Equipment acquired by an Agent or member as a result of training or other activities paid or sponsored by the Task Force shall remain the property of the Task Force upon withdrawal of that member from the Task Force.

16.4 Effect of Withdrawal. Withdrawal by any member shall not terminate this Agreement except as provided in Section 16.1. Withdrawal shall not act to discharge any liability incurred by or chargeable to the member prior to the effective date of withdrawal. Such liability shall continue until discharged by law or agreement. No member shall be entitled to a refund of administrative or operating funds paid or forgiveness of such funds owed to the Board.

17. Notice. Notice of withdrawal shall be provided by first class mail to the following and to any additional members added pursuant to Section 12:

Apple Valley Chief of Police
7100 147th Street West
Apple Valley, MN 55124

Burnsville Chief of Police
100 Civic Center Parkway
Burnsville, MN 55337

Farmington Chief of Police
19500 Municipal Drive
Farmington, MN 55024

Hastings Chief of Police
150 3rd Street East
Hastings, MN 55033

Inver Grove Heights Chief of Police
8150 Barbara Avenue
Inver Grove Heights, MN 55044

Lakeville Chief of Police
9237 183rd Street
Lakeville, MN 55044

Mendota Heights Chief of Police
1101 Victoria Curve
Mendota Heights, MN 55118

Rosemount Chief of Police
2875 145th Street West
Rosemount, MN 55068

South St. Paul Chief of Police
125 3rd Avenue North
South St. Paul, MN 55075

West St. Paul Chief of Police
1616 Humboldt Avenue
West St. Paul, MN 55118

Dakota County Sheriff
Law Enforcement Center
1580 Highway 55
Hastings, MN 55033

Dakota County Drug Task Force
P.O. Box 21304
Eagan, MN 55121-0304

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes, Section 471.59.

Approved by the City Council

Date: _____

CITY OF APPLE VALLEY

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council

Date: _____

CITY OF BURNSVILLE

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council

Date: _____

CITY OF FARMINGTON

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council
Date: _____

CITY OF HASTINGS

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council

Date: _____

CITY OF INVER GROVE HEIGHTS

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council

Date: _____

CITY OF LAKEVILLE

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council

Date: _____

CITY OF MENDOTA HEIGHTS

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council

Date: _____

CITY OF ROSEMOUNT

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council

Date: _____

CITY OF SOUTH ST. PAUL

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council

Date: _____

CITY OF WEST ST. PAUL

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

DAKOTA COUNTY DRUG TASK FORCE

Approved by the Board
Date _____

By: _____
Date of Signature: _____

Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438

Approved as to form:

By: _____
Assistant County Attorney
Date of Signature: _____

COUNTY OF DAKOTA

By: _____

Approved by Dakota County Board
Resolution No.: 23-154

Date of Signature: _____

Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438

Approved as to form:

By: _____
Assistant County Attorney

Date of Signature:

EXHIBIT A

Amendment to Dakota County
Electronic Crimes Task Force
Joint Powers Agreement

Whereas, on or about January 1, 2018, the County of Dakota, the Dakota County Drug Task Force and the cities of Apple Valley, Burnsville, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul ("Parties") entered into a joint powers agreement establishing the Dakota County Electronic Crimes Task Force ("Agreement"); and

Whereas, the Parties desire to amend the Agreement to add _____ as a party to the Agreement; and

Whereas, _____ as a governmental unit of the State of Minnesota, through its duly elected governing body, has adopted a resolution approving the Agreement and authorizing its _____ to execute the same; and

Whereas, the Agreement provides that any amendments to the Agreement must be in writing and executed by all of the Parties.

Now, therefore, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

1. Section 3 Parties to include _____ as a party to the Agreement.

2. Section 7.2 Budgeting and Funding to provide that _____ shall contribute_____ for the initial calendar year of membership.

3. All other terms of the Agreement shall remain in force and effect unless otherwise amended in accordance with the terms of the Agreement.

In Witness Whereof, the Parties have executed this Amendment to the Agreement on the dates indicated below.

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: July 11, 2023

AGENDA ITEM:	Donation Acceptance from American Legion Post No. 65	**AGENDA SECTION:**	CONSENT AGENDA
PREPARED BY:	Mikael Dahlstrom, Police Chief	**AGENDA NO.**	6.e.
ATTACHMENTS:	Resolution	**APPROVED BY:**	LJM
RECOMMENDED ACTION: Motion to approve the acceptance and expenditure of $3,000 dollars from American Legion Post No. 65 to be used for community engagement activities.			

BACKGROUND

The Police Department received a donation from American Legion Post No. 65 for $3,000 for the Police Department to utilize for community engagement activities. The donation will be used at events such as Public Safety in the Park, Leprechaun Days Kid's Dance, and other such events at the request of the donor.

RECOMMENDATION

Staff recommends the City Council aprove the acceptance and expenditure of $3,000 dollars from American Legion Post No. 65 to be used for community engagement activities.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2023 - 79

A RESOLUTION ACCEPTING A DONATION TO THE CITY

WHEREAS, the City of Rosemount is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts;

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

Name of Donor	Amount
American Legion Post No. 65	$3,0000

WHEREAS, the terms or conditions of the donations, if any, are as follows:

To be used for community engagement activities in Rosemount.

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

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

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

ADOPTED this 11th day of July, by the City Council of the City of Rosemount.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: July 11, 2023

AGENDA ITEM:	Absentee Voting Administration Joint Powers Agreement	**AGENDA SECTION:**	CONSENT AGENDA
PREPARED BY:	Erin Fasbender, City Clerk	**AGENDA NO.**	6.f.
ATTACHMENTS:	Joint Powers Agreement	**APPROVED BY:**	LJM
RECOMMENDED ACTION: Approve the Absentee Voting Administration Joint Powers Agreement with Dakota County for the 2023 Election			

BACKGROUND

Rosemount and several other Dakota County cities approached Dakota County in early 2022 about the possibility of having the County take over the responsibility of administering absentee and early voting as each election continues to consume additional resources and staff time. A workgroup represented by a subset of Dakota County school districts and cities holding elections in November of 2023 worked together to establish a solid understanding and agreement on a proposed division of duties between the County and partners for absentee voting services that formed the basis for developing a draft joint powers agreement.

While an agreement couldn't be reached on the cost of administering these services, the County suggested the November 2023 election is a beneficial and timely opportunity to pilot absentee services provided by the County to gain a better understanding of this partnership. Under the pilot, all absentee voting by mail would be conducted by the County and the County would fund 60 percent of the actual costs and partners would be invoiced 40 percent of the actual costs; distribution would be spread by percent of registered voters on election day. Estimated cost to the City for this partnership is about $5,000.

Currently, a new workgroup to work towards an agreement for 2024 services is underway and Rosemount staff is a part of this workgroup. The election this fall will prove as a solid trial-run for this potential longer term partnership.

RECOMMENDATION

Staff recommends Council to approve the Absentee Voting Administration Joint Powers Agreement with Dakota County for the 2023 Election.

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND
CERTAIN CITIES AND SCHOOL DISTRICTS IN DAKOTA COUNTY
FOR A PILOT PROJECT FOR THE PROVISION OF ABSENTEE VOTING
ADMINISTRATION SERVICES**

This is a Joint Powers Agreement ("JPA") between the County of Dakota ("County") and the undersigned Cities and School Districts in Dakota County ("Governmental Entities") (collectively the "Parties") entered into pursuant to Minn. Stat. §471.59, for the provision of absentee voting administration services for the November 2023 elections as a pilot project. The provision of absentee voting administration services for future elections and the allocations of such costs are not the subject of this JPA.

Section 1
Term

1. This JPA shall be in effect beginning July 1, 2023, and shall continue, unless otherwise terminated in accordance with this agreement, until December 31, 2023, or until all obligations to be carried out in accordance with this Agreement for the November 2023 elections have been completed, whichever occurs first.

Section 2
Contract Termination

2. This Agreement may be terminated as follows:

   2.1. This JPA may be terminated by written agreement of the County with an individual Governmental Entity(s);
   2.2. The County or individual Governmental Entities may terminate their participation in this Agreement for cause by providing 7 days' written notice to the County and other Governmental Entities due to a material breach of the terms of this Agreement, including failure to provide payment within the time specified in this Agreement. The written notice must state the intent to terminate participation and specify the events or circumstances and relevant provision warranting termination of the Agreement or withdrawal of the individual Governmental Entity;
   2.3. Termination of this Agreement does not discharge any liability, responsibility, or right of the Parties that arise~~s~~ from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination, such as payment of an invoice for services satisfactorily performed prior to the effective date of termination. Termination of the Agreement or an individual Governmental Entity's termination of participation does not discharge any obligation which, by its nature, would survive after the date of termination.

Section 3
Absentee Voting Administration

3. County and the Governmental Entities agree to consolidate absentee voting administration countywide in accordance with the Absentee Voting Administration Division of Duties Between Cities, School Districts and County attached hereto as **Attachment A** and incorporated by reference ("the Absentee Voting Administration Duties"). The Parties agree that the County

Election Director and the Governmental Entities' Clerks may agree, in writing, to Absentee Voting Administration Duties.

In addition to temporary staffing necessary to administer absentee voting for specific elections, County will ensure sufficient full-time equivalent ("FTE") positions are available to manage the consolidated absentee voting for the county while maintaining service levels of all other election work.

In agreeing to the consolidation of absentee voting administrative functions to ensure the successful conduct of multiple, simultaneous elections in the County, the Parties acknowledge that decisions made by the County regarding resources, procedures, and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the Governmental Entities recognize that such decisions, made for the benefit of the whole, may not be subject to review by the Governmental Entities.

Section 4
Applicability

4. This Agreement between the County and the Governmental Entities is limited to the Absentee Voting Administration Duties. all other voting processes are outside of the scope of this agreement. This agreement is applicable for any election in a precinct within the jurisdiction of Dakota County in November 2023.

Section 5
Allocation of Costs and Invoicing

5. The cost sharing for absentee voting administration and invoicing shall be as follows:

   5.1. The costs incurred by the County for completing Absentee Voting Administration Duties shall be shared sixty percent (60%) by the County and forty percent (40%) by the Governmental Entitles with the Governmental Entities share allocated by the percent of register voter in their jurisdictions on the November 2023 election day, subject to the individual cost share maximum in Section 5.2.

   5.2. The County will invoice each Governmental Entity its cost share allocation of costs proportioned by the registered voters calculated on the November 2023 election day as described in **Attachment B** within 60-days of the election day. The Governmental Entities individual share shall not exceed the corresponding "Partner Share" identified in **Attachment B**. Said invoice shall be due and payable within thirty-five (35) calendar days of invoicing.

   5.3. For illustrative purposes, a cost projection for the November 2023 elections is attached as **Attachment B**. Final invoices will reflect absentee voting administration costs and registered voters as calculated on election day by the County.

   5.4. Each Party shall be responsible for the costs, including employees and temporary employees, for the performance for Absentee Voting Administration Duties not identified herein or **Attachment B**.

Section 6
Electronic Voting System and E-Pollbook Costs

6. The cost of the purchase, operation and maintenance of the electronic voting system and electronic pollbooks are not included in this Agreement and are the subject of separate agreements.

Section 7
Independent Contractor

7. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties hereto or as constituting the County or the Governmental Entities as the employee of the other entity for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the Governmental Entities. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

Section 8
Data Practices

8. 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, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy. Election data shall also be governed by Minnesota Election Law and associated Minnesota Rules.

Section 9
No Waiver

9. No delay or omission by the Parties to exercise any right or power occurring upon any noncompliance or default with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by the County or the Governmental Entities of any of the covenants, conditions, or agreements to be observed by the Parties shall not be construed to be a waiver of any succeeding breach or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to the Parties at law, in equity, or otherwise.

Section 10
Governing Law

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 11
Entire Agreement

11. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof and hereby rescinds and replace all prior Agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.

Section 12
No Assignment

12. The Parties may not assign, sublet, or transfer this Agreement, either in whole or in part, without the prior written consent of the Governmental Entities and the County and any attempt to do so shall be void and have no force and effect.

Section 13
Notice

13. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Governmental Entity: To the person and address designated by each Governmental Entity in writing.

To the County: Dakota County Elections Director
1590 Highway 55
Hastings MN 55033

Section 14
Audit Provision

14. The Parties agree that the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

Section 15
Liability, Indemnification and Insurance

15. The County and each Governmental Entity to this Agreement shall be solely liable for the acts of its elected officials, officers, employees, or agents and shall not be responsible for the acts of the other parties to this Agreement, their elected officials, officers, employees, or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). For the purpose of Minnesota Statutes, Section 471.59, subd, 1a(a), it is the intent that this Agreement does not create any liability or exposure to the Parties for the acts or omissions of the County or other individual Governmental Entity.

The County and Governmental Entities agree to defend, hold harmless and indemnify each other, the County and/or Governmental Entities, officials, agents, and employees, from any liability, loss, or damages the County or Governmental Entity may suffer or incur as a result of demands, claims, judgments, or costs arising out of or caused by the County or Governmental Entities in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses,

immunities, or exceptions by statute or common law, nor does it impose or imply responsibility for the acts or omissions of the County or other Governmental Entities. The County and the Governmental Entities warrant that they are able to comply with the aforementioned indemnification requirements and have sufficient insurance coverage consistent with the liability limits contained in Minnesota Statutes, Chapter 466.

Section 16
Survival of Provisions

16. It is expressly understood and agreed that Sections 5, 8, 10, 14 and 15 hereof shall survive the completion of performance and termination or cancellation of this Agreement.

Section 17
Authority

17. The person or persons executing this Joint Powers Agreement on behalf of the Governmental Entity and County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the Governmental Entity and the County and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

Section 18
Electronic Signatures

18. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

(Rest of page left intentionally blank)

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands.

COUNTY OF DAKOTA

By: _____
Tom Novak
Director, Public Services & Revenue

Dated: _____

Board Resolution No. 23-256

APPROVED AS TO FORM:

By: */s/ Thomas R. Donely*
Assistant Dakota County Attorney
KS-23-195

Dated: 6/21/23

CITY OF APPLE VALLEY

By: _____
_____, Its Mayor

Dated: _____

By: _____
_____, Its Clerk

Dated: _____

CITY OF ROSEMOUNT

By: _____
_____, Its Mayor

Dated: _____

By: _____
_____, Its Clerk

Dated: _____

SPECIAL SCHOOL DISTRICT 6

By:_____
_____, Its Superintendent

Dated: _____

By:_____
_____, Its _____

Dated: _____

INDEPENDENT SCHOOL DISTRICT 192

By:_____
_____, Its Superintendent

Dated: _____

By:_____
_____, Its _____

Dated: _____

INDEPENDENT SCHOOL DISTRICT 194

By:_____
_____, Its Superintendent

Dated: _____

By:_____
_____, Its _____

Dated: _____

INDEPENDENT SCHOOL DISTRICT 196

By:_____
_____, Its Superintendent

Dated: _____

By:_____
_____, Its _____

Dated: _____

INDEPENDENT SCHOOL DISTRICT 197

By:_____
_____, Its Superintendent

Dated: _____

By:_____
_____, Its _____

Dated: _____

INDEPENDENT SCHOOL DISTRICT 199

By:_____
_____, Its Superintendent

Dated: _____

By:_____
_____, Its _____

Dated: _____

INDEPENDENT SCHOOL DISTRICT 200

By:_____
_____, Its Superintendent

Dated: _____

By:_____
_____, Its _____

Dated: _____

Absentee Voting Administration

Division of Duties Between Cities, School Districts and Dakota County

Dakota County Elections
Administration Center
1590 Highway 55
Hastings, MN 55033-2372

651-438-4305
elections@co.dakota.mn.us

Version 6/13/2023

Summary

Topic	Dakota County	Cities/School Districts
Recurring Absentee Application (permanents)	The county will send recurring absentee ballot applications.	
Receiving regular applications for AB by mail, email or fax	The county will process all mail absentee ballot applications.	If a city/school district receives an application for an absentee ballot to be mailed, they will scan and email the application to the county for processing.
Online applications	The county will process all online applications. NOTE: the SVRS online module will not be available in odd years except in the case of a special election for a federal, state, or county office.	
UOCAVA applications	The county will handle all aspects of UOCAVA voting.	
Mail absentee ballots	The county will handle all aspects of absentee voting by mail including fulfillment, incidental correspondence, rejects, etc.	
Prepare materials for in-person absentee	County will prepare in-person, postage paid absentee materials for use at city and school districts	
In-person absentee ballots	The county will be an in-person absentee voting site for the entire absentee period for all Dakota County residents. Offered at Hastings, Apple Valley and/or West St. Paul, election location dependent. The county will provide regular courier services to collect city and school district absentee ballots to deliver to the County Absentee Ballot Board.	Cities/school districts which have regular office hours will maintain in-person absentee voting sites for the entire absentee voting period.

Topic	Dakota County	Cities/School Districts
Direct balloting/Early Voting (In-person absentee ballots cast in tabulator beginning the Tuesday before election day)	All County in-person absentee sites will offer direct balloting for all county voters.	Direct balloting is discretionary.
Health Care Facility absentee voting		Cities/school districts will carry out health care facility voting.
Safe at Home	The county will manage all aspects of Safe at Home ballots.	
Agent Delivery and Return	All in-person absentee sites will issue Agent Delivery and Return ballots.	All in-person absentee sites will issue Agent Delivery and Return ballots to be couriered to the County.
Absentee Ballot Board	The county will establish the Absentee Ballot Board which will be responsible for all necessary duties to process Dakota County absentee ballots. The county will pick up and courier all Dakota County ballots from cities, school districts or county service centers and delivered to the County Absentee Ballot Board.	School districts that cross counties will be responsible for all non-Dakota County ballots.
Rejected Ballots	The county will issue the replacement (only Dakota County ballots), to be returned by mail to Dakota County.	
Spoiled or lost ballots	If the voter's original ballot has already been accepted, the county and city/school district will coordinate efforts so that the ballot is spoiled before the voter is issued a replacement ballot. If the original ballot has not yet been accepted, the county will spoil and replace for mail absentee voters, or the city/school district will spoil and replace for in-person voters.	If the voter's original ballot has already been accepted, the county and city/school district will coordinate efforts so that the ballot is spoiled before the voter is issued a replacement ballot. If the original ballot has not yet been accepted, the county will spoil and replace for mail absentee voters, or the city/school district will spoil and replace for in-person voters.

Topic	Dakota County	Cities/School Districts
Rosters and greeter lists	Electronic roster files will be uploaded to the poll book management system, for download to the poll books. Supplemental reports of voters with ballots accepted after the rosters are generated will be pushed to the poll books the day before election day and multiple times on election day. Rosters and Greeter lists will be delivered by vendor.	Cities/school districts will download the rosters to their poll books after the rosters are generated and before the poll books are delivered to the election judges or polling places. (Pollbook access points to be added to all large school district office) Cities/school districts will work with the county to ensure that on election day all poll books sync the AB roster supplement before the polls open and continue to sync throughout the day.
Results	The county will combine absentee results from all absentee ballot counters to create one absentee result grand total. This AB total will be combined with polling place results and posted on the OSS and Dakota County websites. Canvass reports will be made available by day 6 on the County Sharepoint site.	Results from the polling places will be wirelessly transmitted to the county from the ballot counters. Cities/school districts will canvass reports against original tapes and summary statements.
Storage	The county will retain absentee ballots and related materials in their respective possession. In the event of a recount, materials will be transferred as soon as possible to the jurisdiction conducting the recount.	Cities/school districts will retain absentee ballots and related materials in their respective possession. In the event of a recount, materials will be transferred as soon as possible to the jurisdiction conducting the recount.

2023 November School District General and Special - Cost Projections And Governmental Unit Cost Shares for Absentee Voting Services

Actual costs will be charged back to agencies holding elections after the election

1. Fixed Costs (Estimated)	Cost	Notes
Temp staff for fullfillment (2), voter reg/data entry (1), courier (2) - $18/hr	$ 36,000.00	5 Elec Assn't for 10 weeks; 2,000 hrs
Lead temp staff for fullflmt, voter reg, courier (1)- $19-20/hr	$ 8,000.00	1 Lead Elec temp for 10 weeks; 400 hrs
Election Judges Absentee Ballot Boards - $18/hr	$ 12,096.00	16 Elec Judges for 7 weeks at 6 hrs a week; 672 hrs
Equipment, support & maintenance (prorated rate)	$ 6,500.00	License & maint costs for folder, inserter and ballot extracting equip
Elections van or other Fleet vehicle use for courier servic	$ 1,113.50	Estimate 1,700 miles @$0.655/mi
Fixed Costs Total - shared below	**$ 63,709.50**	

2. 2023 FTE Cost (Estimated)	
Full Time Equivalent (FTE) - shared below	**$ 62,850.00**

3. Variable Costs for Mailings: use SVRS report counts x mailing rates x Share	
Cost per absentee application mailed	$ 1.15
Cost per absentee fulfilled	$ 2.44

*Mailing costs are subject to change (e.g. postal rate changes) and may not reflect the final actual cost per mailing rate

Cost Sharing Projection

	Reg Voters on Election Day (e.g. 1.9.2023)	% of Reg Voters	Share of registered voters	1. Estimated Fixed Costs	2. Estimated 2023 FTE cost	*2021 rates* Estimate 19% turnout and 12% absentee	3. Estimated mailing costs	Total	Share 60% Less County Share	Share 40% Partner Share
Cities										
Apple Valley (voters in 196)	35,695	14.4%	50.0%	$ 4,596.76	$ 4,534.75	*814*	$ 992.89	**$ 10,124.40**	$ 6,074.64	$ 4,049.76
Apple Valley (voters in 191)	253	0.1%	100.0%	$ 65.16	$ 64.28	*6*	$ 14.07	**$ 143.52**	$ 86.11	$ 57.41
Rosemount (4 voters in 200, 17,722 in 196)	17,726	7.2%	50.0%	$ 2,282.73	$ 2,251.94	*404*	$ 493.07	**$ 5,027.74**	$ 3,016.64	$ 2,011.10
Independent School Districts										
6	12,166	4.9%	100.0%	$ 3,133.45	$ 3,091.18	*277*	$ 676.82	**$ 6,901.44**	$ 4,140.87	$ 2,760.58
192	22,922	9.3%	100.0%	$ 5,903.74	$ 5,824.09	*523*	$ 1,275.20	**$ 13,003.03**	$ 7,801.82	$ 5,201.21
194	36,413	14.7%	100.0%	$ 9,378.45	$ 9,251.93	*830*	$ 2,025.73	**$ 20,656.11**	$ 12,393.67	$ 8,262.44
196 - voters within AV & Rsmt (see above)	53,417	21.6%	50.0%	$ 6,878.98	$ 6,786.18	*1,218*	$ 1,485.85	**$ 15,151.01**	$ 9,090.61	$ 6,060.40
196 - voters outside of AV & Rsmt	53,368	21.6%	100.0%	$ 13,745.35	$ 13,559.91	*1,217*	$ 2,968.97	**$ 30,274.22**	$ 18,164.53	$ 12,109.69
197	30,155	12.2%	100.0%	$ 7,766.66	$ 7,661.88	*688*	$ 1,677.58	**$ 17,106.12**	$ 10,263.67	$ 6,842.45
199	18,547	7.5%	100.0%	$ 4,776.92	$ 4,712.48	*423*	$ 1,031.81	**$ 10,521.21**	$ 6,312.73	$ 4,208.48
200	20,119	8.1%	100.0%	$ 5,181.81	$ 5,111.90	*459*	$ 1,119.26	**$ 11,412.96**	$ 6,847.78	$ 4,565.19
Totals	**247,360**			**$ 63,710.02**	**$ 62,850.51**	*6,858*	**$ 13,761.24**	**$ 140,321.77**	$ 84,193.06	$ 56,128.71
								Cost per absentee	Cost per absentee	Cost per absentee
								$ 20.46	$ 12.28	$ 8.18

Note - The cost of the purchase, operation and maintenance of the electronic voting system and electronic pollbooks are not included in this agreement and are the subject of separate agreements. Ballot printing costs are also calculated separately.

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: July 11, 2023

AGENDA ITEM: Naming of Depositories and Financial Institutions	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY: Teah Malecha, Finance Director	**AGENDA NO.** 6.g.
ATTACHMENTS: Resolution	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to adopt a Resolution Naming Depositories and Financial Institutions for City Funds	

BACKGROUND

Each year, official depositories of funds are designated by the City Council. This gives staff the authority to work with only the named organizations. As a part of the bond issuances for the Police and Public Works campus, street projects, and partnership with Life Time, the City is able to invest the funds until they are needed for each construction payment. Baker Tilly has been engaged for this service. They utilize a custodian bank, either Principal Financial Group or UMB Bank, N.A., which we will utilize for payment draws. To be able to have Principal Financial or UMB Bank act as the custodian, they are required to be on our list of depositories. The following are recommended as depositories for the remainder of 2023 including the addition of Principal Financial and UMB Bank:

Choice Bank
First Resource Bank
First State Bank of Rosemount
Oppenheimer & Co., Inc.
Principal Financial Group
RBC Capital Markets, LLC
Wells Fargo Advisors
UMB Bank, N.A.

These depositories have received and will comply with the City investment policy.

RECOMMENDATION

Staff recommends that the City Council designate the above as City depositories for the remainder of 2023.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2023-78

A RESOLUTION NAMING DEPOSITORIES AND FINANCIAL INSTITUTIONS FOR CITY FUNDS

WHEREAS, the City of Rosemount is required to designate depositories and financial institutions for City funds.

THEREFORE, BE IT RESOLVED that the City Council of the City of Rosemount, hereby designates the following as depositories and financial institutions for City funds: Choice Bank, First Resource Bank, First State Bank of Rosemount, Merchants Bank, Oppenheimer & Co., Inc., Principal Financial Group, RBC Capital Markets, LLC, Wells Fargo Advisors, and UMB Bank, N.A. for all authorized and suitable investments covered under Minnesota Statute Chapter 118A and the City's Investment Policy.

ADOPTED this 11th day of July, 2023, by the City Council of the City of Rosemount.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: July 11, 2023

AGENDA ITEM:	Flint Hills Trail Head/Park Building – Project Change Order #6	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Dan Schultz, Parks & Recreation Director	**AGENDA NO.** 6.h.
ATTACHMENTS:	Change Order	**APPROVED BY:** LJM
RECOMMENDED ACTION: Motion to approve Change Order #6 for the Flint Hills Trail Head/Park Building project.		

BACKGROUND

In March of 2022, the City Council awarded a bid for the Flint Hills Trail Head/Park Building project. The project is coming to an end but during construction of the project some changes have been needed. This has resulted in a project change order being submitted by our Design Architect and Construction Manager, ISG. Staff is requesting the City Council consider approving change orders #6 which are detailed below.

Change Order 6

Frame Heads – 3 doors – ADD	$ 883.21
Permit Fees – CREDIT	$ (8,000.00)
Gas Line Bollard install – ADD	$ 2,441.97
Signage - CREDIT	$ (1,374.00)
Irrigation Pump Station Install – ADD	$ 17,594.95*
Total	$ 11,546.13

*This work was requested by the City.

RECOMMENDATION

Motion to approve Change Order #6 for the Flint Hills Trail Head/Park Building project.

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Flint Hills Athletic Complex New Park Building	**CONTRACT INFORMATION:** Contract For: General Construction Date:	**CHANGE ORDER INFORMATION:** Change Order Number: 006 Date: May 19, 2023
OWNER: *(Name and address)* City of Rosemount 13885 South Robert Trail Rosemount, MN 55608	**ARCHITECT:** *(Name and address)* I&S Group, Inc. (ISG) 6465 Wayzata Blvd, Suite 970 St. Louis Park, MN 55426	**CONTRACTOR:** *(Name and address)* TMG Construction, Inc. 576 Front Avenue St. Paul, MN 55117

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Per TMG Construction's Proposed Change Order No. 6 dated September 15, 2022 Item 1: Frame heads of three (3) door openings	add	$883.21
Per TMG Construction's Proposed Change Order No. 8 dated November 17, 2022 Item 1: Permit fee cost deduct	deduct	($8,000.00)
Per TMG Construction's Proposed Change Order No. 9B dated November 28, 2022 Item 1: Gas line bollard installation Option #2	add	$2,441.97
Per TMG Construction's Proposal No. 3 dated September 15, 2022 Item 1: Credit for concessions signage	deduct	($1,374.00)
Per TMG Construction's Proposal No. 4 dated October 20, 2022 Item 1: Irrigation pump station installation	add	$17,594.95
Total Add Change Order #6		$11,546.13

The original Contract Sum was	$	1,305,000.00
The net change by previously authorized Change Orders	$	40,272.52
The Contract Sum prior to this Change Order was	$	1,345,272.52
The Contract Sum will be increased by this Change Order in the amount of	$	11,546.13
The new Contract Sum including this Change Order will be	$	1,356,818.65

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be the same

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

I&S Group, Inc. (ISG) **ARCHITECT** *(Firm name)*	TMG Construction, Inc. **CONTRACTOR** *(Firm name)*	City of Rosemount **OWNER** *(Firm name)*
Bob Mickelson **SIGNATURE**	Tom Greeninger **SIGNATURE**	**SIGNATURE**
Bob Mickelson, Senior Project Manager **PRINTED NAME AND TITLE**	Tom Greeninger, President **PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
May 19, 2023 **DATE**	5/24/2023 **DATE**	**DATE**

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User Notes:
(3B9ADA47)

TMG Construction, Inc.

PROPOSED CHANGE ORDER

576 Front Avenue
St. Paul, MN 55117

Phone: O 651-789-0028
Fax: F 651-789-0582

No. 6

TITLE: Frame heads of (3) door openings

DATE: 09/15/2022

PROJECT: Flint Hills Athletic Complex - New Trailhead Building

JOB: 1331

CONTRACT/PO: 20-24217

TO: Attn: Bob Mickelson
I&S Group Inc
115 East Hickory St., Suite 300
Mankato, MN 56001
Phone:O: (507) 387-6651

SUBMITTED:

COMPLETED:

REQUIRED:

DESCRIPTION

Furnish labor and materials necessary to infill the heads of 3 door openings (West Elevation):
2x6 framing
Exterior plywood sheathing
fiberglass insulation
Interior gypsum shesthing

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Infill the heads of (3) existing door openings on the west elevation		1.000		802.92	802.92

Item Total:	$802.92
General Contractor Fee (10%)	$80.29
Total:	$883.21

APPROVAL

By: _____
Allen Austad

Date: _____

By: _____

Date: _____

TMG Construction, Inc.

PROPOSED CHANGE ORDER

576 Front Avenue
St. Paul, MN 55117

Phone: O 651-789-0028
Fax: F 651-789-0582

No. 8

TITLE: Permit Fee Cost Deduct

DATE: 11/17/2022

PROJECT: Flint Hills Athletic Complex - New Trailhead Building

JOB: 1331

CONTRACT/PO: 20-24217

TO: Attn: Bob Mickelson
I&S Group Inc
115 East Hickory St., Suite 300
Mankato, MN 56001
Phone:O: (507) 387-6651

SUBMITTED:

COMPLETED:

REQUIRED:

DESCRIPTION

Contract deduct based on City of Rosemount waiving the building permit fee on the project

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Deduct based on Permit Fee Allowance used by contractor based on online Fee Schedule- Fee waived by City of Rosemount		1.000		-8,000.00	-8,000.00
						Item Total:	($8,000.00)
						General Contractor Fee (10%)	$0.00
						Total:	($8,000.00)

APPROVAL

By: _____
Allen Austad

Date: _____

By: _____

Date: _____

TMG Construction, Inc.

PROPOSED CHANGE ORDER

576 Front Avenue
St. Paul, MN 55117

Phone: O 651-789-0028
Fax: F 651-789-0582

No. 9B

TITLE: Gas Line Bollard Installation: Option #2

DATE: 11/28/2022

PROJECT: Flint Hills Athletic Complex - New Trailhead Building

JOB: 1331

CONTRACT/PO: 20-24217

TO: Attn: Bob Mickelson
I&S Group Inc
115 East Hickory St., Suite 300
Mankato, MN 56001
Phone:O: (507) 387-6651

SUBMITTED:

COMPLETED:

REQUIRED:

DESCRIPTION

Bollard Option #2: PRE-FABRICATED BOLLARDS WITH CUSTOM POWDERCOAT
Furnish (2) Two Pre-fabricated steel triple-elbow corner guard bollards: 36" H x 30" L with surface mounting flanges
Furnish (3) Three Pre-fabiricated Floor mount safety bollard: 4" x 36" H
Furnish labor and materials to strip factory finishes from (5) pre-fabricated bollards then apply a powder coat finish: Color selection by client
Furnish labor and anchors to install (5) bollards

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Pre-fabriicated bollards (QTY 5 as described)		1.000		1,191.97	1,191.97
2		Powder coat finish - strip then apply new finish		1.000		500.00	500.00
3		Installation - labor and anchors		1.000		528.00	528.00

Item Total:	$2,219.97
General Contractor Fee (10%)	$222.00
Total:	$2,441.97

APPROVAL

By: _____
Allen Austad

Date: _____

By: _____

Date: _____

TMG Construction, Inc.

PROPOSAL

576 Front Avenue
St. Paul, MN 55117

Phone: O 651-789-0028
Fax: F 651-789-0582

No. 3

TITLE: Credit for concesssions signage

DATE: 09/15/2022

PROJECT: Flint Hills Athletic Complex - New Trailhead Building

JOB: 1331

CONTRACT/PO: 20-24217

TO: Attn: Bob Mickelson
I&S Group Inc
115 East Hickory St., Suite 300
Mankato, MN 56001
Phone:O: (507) 387-6651

DESCRIPTION

Credit for removing exterior concession wall signage from scope of work

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Credit to remove concessions exterior wall signage from scope of work		2.000		-687.00	-1,374.00

Total: ($1,374.00)

ACCEPTED

By: _____
Allen Austad

Date: _____

By: _____

Date: _____

TMG Construction, Inc.

PROPOSAL

576 Front Avenue
St. Paul, MN 55117

Phone: O 651-789-0028
Fax: F 651-789-0582

No. 4

TITLE: Irrigation Pump Station Installation

DATE: 10/20/2022

PROJECT: Flint Hills Athletic Complex - New Trailhead Building (Proposal Request 3)

JOB: 1331

CONTRACT/PO: 20-24217

TO: Attn: Bob Mickelson
I&S Group Inc
115 East Hickory St., Suite 300
Mankato, MN 56001
Phone:O: (507) 387-6651

DESCRIPTION

Additional work to install a irrigation station per proposal request 3:

Excavate as required to add additional water line and conduits for irrigation pump station
Furnish and install 30 Amp circuit in breaker panel to feed pump station electric
Furnish and install (2) conduits with pull string from building mechanical area to pump station per proposal request
Install connection for irrigation pump electrical
Furnish and install materials to live tap 6" water main with gate valve
Furnish and install 6" DIP pipe and bends necessary per proosal request
Furnish and install 6" DIP riser approx 30" above grade and cap
Backfill excavated trench

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Excavation and water line work per request		1.000		7,500.00	7,500.00
2		Electrical circuit and conduits per request		1.000		8,495.41	8,495.41
					Item Total:		$15,995.41
					General Contractor Fee (10%)		$1,599.54
					Total:		$17,594.95

ACCEPTED

By: _____ **By:** _____
Allen Austad

Date: _____ **Date:** _____

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: July 11, 2023

AGENDA ITEM:	Approve Joint Powers Agreement with Vermillion River Watershed - Stormwater Infiltration Cost-Share for Public Works & Police Campus	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Nick Egger, Public Works Director	**AGENDA NO.** 6.i.
ATTACHMENTS:	Joint Powers Agreement	**APPROVED BY:** LJM
RECOMMENDED ACTION: Approve City Entry into Joint Powers Agreement & Authorize Signatures		

BACKGROUND

Just as with all development projects, stormwater drainage and infrastructure is an obligatory component of the Public Works and Police Campus project. To support sustainably-minded design features, the Campus site will include stormwater infiltration functionality that is above and beyond the requirements of City code and the Vermillion River Watershed's (VRW) standards for infiltration rate and overall volume, while staying within the confines of maximum allowable performance set by state standards and allowed by the site's geotechnical characteristics.

With this in mind, City staff reached out to the Vermillion River watershed to determine interest in supporting a small cost-share for the project. After holding discussions with VRW staff, the VRW found that it could support a grant of $25,000 towards the City's project.

The attached Joint Powers Agreement formalizes the arrangement between the Vermillion River Watershed and the City of Rosemount, and lays out conditions for how the City will be able to obtain the grant dollars. This agreement has been reviewed by City staff and the City Attorney's office, revised appropriately for clarity and to meet the City's expectations.

RECOMMENDATION

Staff recommends the Council approve the attached Joint Powers Agreement with the Vermillion River Watershed.

JOINT POWERS AGREEMENT FOR
THE PUBLIC WORKS AND POLICE CAMPUS INFILTRATION COST SHARE
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS
ORGANIZATION AND
THE CITY OF ROSEMOUNT

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization is a watershed management body consisting of Dakota and Scott Counties (VRWJPO) governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. § 103B.211 to 103B.255 and as otherwise provided by law; and

WHEREAS, the City of Rosemount (City) is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, the City is constructing a new Public Works and Police Campus (Campus) in 2023 and 2024; and

WHEREAS, the City is planning to construct infiltration basins (Project Basins) as part of the Campus project; and

WHEREAS, the Project Basins are designed and constructed to infiltrate more stormwater than is required under the VRWJPO Standards as adopted in the VRWJPO Watershed Management Plan (Plan) and are eligible for VRWJPO cost share; and

WHEREAS, Plan Goal C: Maintain a Sustainable Water Supply, identifies an action that will "Promote and cost share bio-infiltration BMPs for new development, redevelopment, and stormwater retrofits;" and

WHEREAS, the Campus project includes two bio-infiltration BMPs (infiltration basins) for new development and fits the action in the Plan; and

WHEREAS, the VRWJPO has offered to share costs for the costs associated with the construction of the Project Basins for those construction elements that exceed the VRWJPO Standards; and

WHEREAS, the City will design, construct, operate, and maintain the Project Basins in a manner consistent with guidance in the Minnesota Pollution Control Agency's Minnesota Stormwater Manual; and

WHEREAS, the estimated cost for the construction components of the Project Basins above those required in the VRWJPO Standards is $25,000.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the City and the VRWJPO shall derive from this Agreement, the VRWJPO and the City hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1
PURPOSE

The purpose of this Agreement is to define the responsibilities and cost-sharing obligations of the VRWJPO and the City related to the Project Basins.

ARTICLE 2
PARTIES

The parties to this Agreement are the VRWJPO and the City.

ARTICLE 3
TERM

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2024, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4
COOPERATION

The VRWJPO and City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

ARTICLE 5
PROJECT MANAGEMENT

The City is the lead agency for administration and oversight of the construction, operation, and maintenance activities, effective upon execution of this Agreement by both parties.

ARTICLE 6
PAYMENT

6.1 The City will administer the contracts and act as the paying agent for all payments to the contractor(s).

6.2 The VRWJPO will reimburse the City up to a maximum of $25,000 for construction-related activities associated with the Project Basins (City eligible).

6.3 All requests for payment shall be supported by receipts and invoices determined by the VRWJPO to be practical and reasonable for completion of the construction of the Project Basins. All requests for payment must be submitted to the VRWJPO within 90 days of completion of the Project Basins.

6.4 The VRWJPO may refuse to pay claims not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to be repaid for any overpayment or disallowed claim.

ARTICLE 7
CITY OBLIGATIONS

7.1 AUTHORIZED PURPOSE. The funds provided under the terms of this Agreement may only be used by the City for the payment of costs directly related to construction of the Project Basins.

7.2 CONSTRUCTION REQUIREMENTS. Construction shall be performed in accordance with the scope of work the City approves with its contractor and construction best practices. The City will provide the VRWJPO with an as-built survey of the Project Basins upon completion of construction.

7.3 RIGHT-OF-ENTRY. The City hereby permits the VRWJPO, its employees, duly authorized representatives and agents to enter upon and have rights of ingress and egress over and access at reasonable times and in accordance with site access standards established by the City or City's contractors, to the real property where the Project Basins will be located for the purpose of inspecting the construction of the Project Basins.

7.4 COMPLIANCE WITH LAWS/STANDARDS. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in constructing the Project Basins, including obtaining all necessary permits to construct the Project Basins.

ARTICLE 8
INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the VRWJPO and the City. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. This section shall survive the expiration or termination of this Agreement.

ARTICLE 9
AUTHORIZED REPRESENTATIVES AND LIAISONS

9.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing bodies. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or an amendment of this Agreement:

TO THE VRWJPO:
Mike Slavik or successor, Chair
Vermillion River Watershed Joint Powers Organization
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 891-7030

TO THE CITY:
Logan Martin, City Administrator, or successor
City of Rosemount
2875 145th St. W.
Rosemount, MN 55068
Telephone: (651) 322-2006

In addition, notification to the VRWJPO regarding termination of this Agreement by the City shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

9.2 LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the VRWJPO and the City. The VRWJPO and the City shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

VRWJPO Liaison:
Travis Thiel
Telephone: (952) 891-7546
Email: travis.thiel@co.dakota.mn.us

City Liaison:
Nick Egger, PE
Public Works Director
Telephone: (651) 322-2015
Email: nick.egger@rosemountmn.gov

ARTICLE 10
MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective governing body, or as delegated by the parties' respective governing body, and signed by the Authorized Representatives, or delegated authority, of the VRWJPO and the City.

ARTICLE 11
TERMINATION

11.1 IN GENERAL. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. This Agreement may also be terminated by the City in the event of a default by the VRWJPO. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

11.2 TERMINATION BY VRWJPO FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the VRWJPO may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The VRWJPO is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The VRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding. The VRWJPO will pay for expenses incurred by the City up to Notice of Termination of work on the Project.

ARTICLE 12
MINNESOTA LAW TO GOVERN

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota. This section shall survive the expiration or termination of this Agreement.

ARTICLE 13
MERGER

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

ARTICLE 14
SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

ARTICLE 15
GOVERNMENT DATA PRACTICES

The City and the VRWJPO must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated 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 the City or the VRWJPO.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

CITY OF ROSEMOUNT

By_____
Jeffery D. Weisensel or successor, Mayor
Date of Signature: _____

By_____
Erin Fasbender, City Clerk
Date of Signature: _____

VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

By _____
Mike Slavik or successor, Chair
Date of Signature: _____

APPROVED AS TO FORM:

/s/_____
Assistant Dakota County Attorney
VRW Res. No. _____
KS-23-

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: July 11, 2023

AGENDA ITEM:	Minnesota Internet Crimes Against Children Task Force Joint Powers Agreement and Resolution	**AGENDA SECTION:** CONSENT AGENDA
PREPARED BY:	Mikael Dahlstrom, Police Chief	**AGENDA NO.** 6.j.
ATTACHMENTS:	Resolution , Joint Powers Agreement	**APPROVED BY:** LJM
RECOMMENDED ACTION: Staff recommends approval of the Joint Powers Agreement and Resolution between the City of Rosemount Police Department and the State of Minnesota to join the Internet Crimes Against Children Task Force (ICAC).		

BACKGROUND

The Rosemount Police Department receives calls for service and investigates internet crimes exploiting children through the use of digital devices. Currently, the Department utilizes the Dakota County Electronic Crimes Unit to assist with gathering and analyzing digital evidence of these crimes. While this practice will not change, this agreement will bolster our Department's abilities through the Minnesota Internet Crimes Against Children Task Force and offer a formal partnership with the BCA to assist with investigations when needed. Specifically, by joining this task force, our Department will gain access to free training, education, intelligence, and potential monetary reimbursement.

Under Minnesota Statutes, § 471.59, the BCA and our Department are empowered to engage in agreements that are necessary to exercise their powers. The police department wishes to work with the BCA to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement for the following: equipment, training, and expenses (including travel and overtime) as incurred by our Department as a result of ongoing investigations.

RECOMMENDATION

Staff recommends approval of the Joint Powers Agreement and Resolution between the State of Minnesota and the City of Rosemount Police Department to join the Internet Crimes Against Children Task Force.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2023 - 80

A RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ROSEMOUNT ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the City of Rosemount on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Rosemount on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.

2. That the Chief of Police Mikael Dahlstrom, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

3. That Jeffery D. Weisensel, the Mayor for the City of Rosemount, and Erin Fasbender, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

ADOPTED this 11th day of July, 2023, by the City Council of the City of Rosemount.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

STATE OF MINNESOTA

JOINT POWERS AGREEMENT
MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the "City of Rosemount on behalf of the Rosemount Police Department located at 2875 145th Street W, Rosemount MN 55068" ("Governmental Unit").

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

Agreement

1. Term of Agreement

1.1 Effective Date. This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.

1.2 Expiration Date. This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

3. Standards

The Governmental Unit will adhere to the ICAC Program standards identified below.

3.1 Investigate activities related to internet crimes and the exploitation of children through the use of computers.

3.2 Investigate organizations to disrupt and dismantle crimes committed against children.

3.3 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.

3.4 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.

3.5 Investigators will use, as appropriate, the most current investigative technologies and techniques.

3.6 Investigators must be licensed Minnesota peace officers.
3.7 Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.
4.1.2 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses **3.1** and **3.2** and an operational plan.
4.1.3 Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.
4.1.4 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.
4.1.5 Not comingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

4.2 The BCA will:

4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.
4.2.2 Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

5.1 To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.
5.2 To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.
5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
5.4 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name:	Bobbi Jo Pazdernik, Senior Special Agent/Commander of MN ICAC
Address:	Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Street East Saint Paul, MN 55106
Telephone:	651.793.7000
E-mail Address:	bobbijo.pazdernik@state.mn.us

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name	Mikael Dahlstrom, Chief
Address:	2875 145th Street W Rosemount, MN 55068
Telephone:	651-322-3131
E-mail Address:	Mikael.dahlstrom@rosemountmn.gov

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA.

7. Assignment, Amendments, Waiver, and Agreement Complete

7.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.

7.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3 Waiver. If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

7.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

12.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

12.2 In the event that federal funding is no longer available, the BCA will email the Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO Number: _3000074442_____

2. GOVERNMENTAL UNIT
Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: July 11, 2023

AGENDA ITEM:	Awarding the Sale of $64,865,000 General Obligation Street Reconstruction and Capital Improvement Plan Bonds	**AGENDA SECTION:** NEW BUSINESS
PREPARED BY:	Teah Malecha, Finance Director	**AGENDA NO.** 9.a.
ATTACHMENTS:	Resolution	**APPROVED BY:** LJM
RECOMMENDED ACTION: Adopt the Resolution Awarding the Sale of $64,865,000 General Obligation Street Reconstruction and Capital Improvement Plan Bonds, Series 2023A		

BACKGROUND

The City Council authorized the competitive negotiated sale of General Obligation Street Reconstruction and Capital Improvement Bonds at the June 20th City Council meeting. The bond proceeds will be used to construct a Police and Public Works Campus along with two street projects.

Competitive bids will be received on Tuesday, July 11th. The number of bidders and the interest rates received will be presented at the City Council meeting that evening. The attached draft resolution will be updated with the final amounts.

RECOMMENDATION

Staff recommends the City Council adopt the resolution awarding the sale of $64,865,000 in bonds.

CITY OF ROSEMOUNT, MINNESOTA
CITY COUNCIL RESOLUTION 2023-81

RESOLUTION AWARDING THE SALE OF $64,865,000 GENERAL OBLIGATION STREET RECONSTRUCTION AND CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2023A

A. WHEREAS, the Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's $64,865,000 General Obligation Street Reconstruction and Capital Improvement Plan Bonds, Series 2023A (the "Bonds")

B. WHEREAS, the City Finance Director presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals are as set forth in **EXHIBIT A** attached.

After due consideration of the proposals, Member _____ then introduced the following written resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

BE IT RESOLVED By the City Council of the City of Rosemount, Dakota County, Minnesota (the "City") in regular meeting assembled as follows:

Section 1. Background.

1.01 The City is authorized by Minnesota Statutes, Chapter 475, including without limitation, Section 475.521 (the "Capital Improvement Act") t to finance certain capital improvements under an approved capital improvement plan by the issuance of general obligation bonds of the City payable from ad valorem taxes. Capital improvements include acquisition or betterment of public lands, buildings or other improvements for the purpose of a city hall, library, public safety facility and public works facilities (excluding light rail transit or any activity related to it, or a park, road, bridge, administrative building other than a city hall, or land for any of those activities).

1.02 The City held a public hearing on May 2, 2023, regarding a 5-year capital improvement plan for the years 2023 through 2027 (the "Capital Improvement Plan") and regarding issuance of bonds in the maximum principal amount of $65,000,000 to finance planned capital improvements, all in accordance with the Capital Improvement Act. The Capital Improvement Plan authorizes issuance of bonds to pay the cost of certain capital improvements identified in the capital improvement plan, including without limitation a new police and public works facility and costs of issuance of the Bonds (the "Capital Improvements").

1.03 The City Council has determined that, within 30 days after the hearing, no petition for a referendum on the issuance of bonds to pay costs of the Improvements was received by the City in accordance with the Capital Improvement Act.

1.04 As required by the Capital Improvement Act, the City has determined that:

(i) the expected useful life of the Capital Improvements will be at least 5 years; and

(ii) the amount of principal and interest due in any year on all outstanding bonds issued by the City under the Capital Improvement Act, including the Bonds (as defined below), will not exceed 0.16% of the estimated market value of property in the City for taxes payable in 2023.

1.05 The City is authorized by Minnesota Statutes, Section 475.58, Subdivision 3b (the "Street Reconstruction Act") to finance all or a portion of the cost of a street reconstruction projects by the issuance of general obligation bonds of the City payable from ad valorem taxes.

1.06. On May 16, 2023, the City held a public hearing regarding a five year street reconstruction plan (the "Reconstruction Plan") that describes the streets to be reconstructed, estimated costs, and any planned reconstruction of other streets in the City, and regarding issuance of bonds in the maximum principal amount of $8,500,000, and approved the Reconstruction Plan and issuance of obligations by vote of at least 2/3 of the members of the City Council, all pursuant to the Street Reconstruction Act. The Reconstruction Plan authorizes issuance of bonds to pay the cost of street reconstruction projects in the City (the "Reconstruction Improvements").

1.07 The City Council has determined that, within 30 days after the hearing, no petition for a referendum on issuance of bonds to pay costs of the Reconstruction Improvements was received by the City in accordance with the Street Reconstruction Act.

1.08 The City is authorized by Minnesota Statutes, Section 475.60, subdivision 2(9) to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and the City's municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

Section 2. Sale of Bonds.

2.01 Authorization. It is hereby determined that it is necessary to provide financing for the Reconstruction Improvements and the Capital Improvements and to finance those improvements through the issuance of the City's $64,865,000 General Obligation Street Reconstruction and Capital Improvement Plan Bonds, Series 2023A (the "Bonds").

2.02. Award to the Purchaser and Interest Rates. The proposal of _____, _____, _____ (the "Purchaser") to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of $_____ (par amount of $64,865,000.00, plus a [net] premium of $_____ less underwriter's discount of $_____), for Bonds bearing interest as follows:

Year of Maturity	Interest Rate	Year of Maturity	Interest Rate
2025	%	2040	%
2026		2041	
2027		2042	
2028		2043	
2029		2044	
2030		2045	
2031		2046	
2032		2047	
2033		2048	
2034		2049	
2035		2050	
2036		2051	
2037		2052	
2038		2053	
2039			

2.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created, or deposited in the accounts in the Construction Fund hereinafter created, as determined by the City Finance Director after consultation with the City's municipal advisor. The City Finance Director is directed to retain the good faith deposit of the Purchaser, pending completion of the sale of the Bonds. The Mayor and City Clerk are authorized to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.

2.04. Terms and Principal Amount of Bonds. The City will forthwith issue and sell the Bonds pursuant to Minnesota Statutes, Chapter 475, the Capital Improvement Act and the Street Reconstruction Act (together, the "Act"), in the total principal amount of $64,865,000, originally dated the date of delivery, in fully registered form and in denominations of $5,000 each or any integral multiple thereof, numbered No. R-1 and upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2025	$ 110,000	2040	$2,260,000
2026	765,000	2041	2,350,000
2027	790,000	2042	2,460,000
2028	1,295,000	2043	2,575,000
2029	1,325,000	2044	2,690,000
2030	1,370,000	2045	2,825,000
2031	1,425,000	2046	2,960,000
2032	1,470,000	2047	3,100,000
2033	1,520,000	2048	3,245,000
2034	1,630,000	2049	3,410,000
2035	1,735,000	2050	3,565,000
2036	1,850,000	2051	3,740,000
2037	1,980,000	2052	3,930,000
2038	2,115,000	2053	4,125,000
2039	2,250,000		

Combining language?

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

$60,670,000 of the Bonds (the "Capital Improvement Bonds") maturing in the amounts and on the dates set forth below are being issued to finance the cost of the Capital Improvements:

Year	Amount	Year	Amount
2026	$ 530,000	2040	$2,260,000
2027	550,000	2041	2,350,000
2028	1,045,000	2042	2,460,000
2029	1,070,000	2043	2,575,000
2030	1,110,000	2044	2,690,000
2031	1,150,000	2045	2,825,000
2032	1,185,000	2046	2,960,000

2033	1,230,000	2047	3,100,000
2034	1,330,000	2048	3,245,000
2035	1,425,000	2049	3,410,000
2036	1,525,000	2050	3,565,000
2037	1,640,000	2051	3,740,000
2038	1,760,000	2052	3,930,000
2039	1,885,000	2053	4,125,000

$4,195,000 of the Bonds (the "Reconstruction Improvement Bonds") maturing in the amounts and on the dates set forth below are being issued to finance the cost of the Reconstruction Improvements:

Year	Amount	Year	Amount
2025	$110,000	2033	$290,000
2026	235,000	2034	300,000
2027	240,000	2035	310,000
2028	250,000	2036	325,000
2029	255,000	2037	340,000
2030	260,000	2038	355,000
2031	275,000	2039	365,000
2032	285,000		

2.05. Optional Redemption. The City may elect on February 1, 2032, and on any day thereafter to prepay Bonds maturing on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 3. Registration and Payment.

3.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2024, to the registered owners thereof of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

3.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is at any time registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to the Registrar and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If

the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 days and not less than 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

3.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as the initial Registrar. The Mayor and the City Clerk are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

3.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Clerk, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

3.06. Form of Bonds. The Bonds will be printed or typewritten in substantially the form set forth in **Exhibit B** attached hereto.

3.07. Approving Legal Opinion. The City Finance Director is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund and Accounts Maintained Therein. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the "General Obligation Street Reconstruction and Capital Improvement Plan Bonds, Series 2023A Debt Service Fund (the "Debt Service Fund"). The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Debt Service Fund will be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The City will maintain the following accounts in the Debt Service Fund: the "Capital Improvement Account" and the "Street Reconstruction Account." Amounts in the Capital Improvement Account are irrevocably pledged to the Capital Improvement Bonds and amounts in the Street Reconstruction Account are irrevocably pledged to the Street Reconstruction Bonds.

(a) Capital Improvement Account. To the Capital Improvement Account in the Debt Service Fund, there is hereby pledged and irrevocably appropriated and there will be credited: (i) proceeds of ad valorem property taxes levied under Section 4.03(a) or hereafter levied (the "Capital Improvement Taxes") for the Capital Improvements, which ad valorem taxes are pledged to the Capital Improvement Account; (ii) capitalized interested financed from Capital Improvement Bonds proceeds, if any; (iii) a pro rata portion of the amount of the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.03 hereof; and (iv) all investment earnings on funds in the Capital Improvement Account; and (v) any and all other moneys which are properly available and are appropriated by the City Council to the Capital Improvement Account. If a payment of principal or interest on the Capital Improvement Bonds becomes due when there is not sufficient money in the Capital Improvement Account in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Capital Improvement Taxes when collected.

(b) Street Reconstruction Account. The Finance Director shall timely deposit in, and there are pledged and appropriated to, the Street Reconstruction Account of the Debt Service Fund hereby created, (i) proceeds of ad valorem property taxes levied under Section 4.03(b) or hereafter levied (the "Street Reconstruction Taxes" and, together with the Improvement Taxes and the Capital Improvement Taxes, the "Taxes") for the Reconstruction Improvements, which ad valorem taxes are pledged to the Street Reconstruction Account, (ii) a pro rata portion of any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.03 hereof, (iii) all investment earnings on funds in the Street Reconstruction Account of the Debt Service Fund; and (iv) any and all other moneys which are properly available and are appropriated by the City Council to the Street Reconstruction Account of the Debt Service Fund. The Finance Director must report to the City Council any current or anticipated deficiency in the Street Reconstruction Account in the amount necessary to pay principal of and interest on all of the Street Reconstruction Bonds when due. If a payment of principal or interest on the Street Reconstruction Bonds becomes due when there is not sufficient money in the Street Reconstruction Account in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Street Reconstruction Taxes when collected.

4.02. Construction Fund. The City hereby creates the General Obligation Street Reconstruction and Capital Improvement Plan Bonds, Series 2023A Construction Fund (the "Construction Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Construction Fund: the "Capital Improvement Account" and the "Street Reconstruction Account." Amounts in the Capital Improvement Account will be used to construct the Capital Improvements, and amounts in the Street Reconstruction Account will be used to construct the Reconstruction Improvements.

(a) Capital Improvement Account. Proceeds of the Capital Improvement Bonds, less the appropriations made in Section 4.01(a) hereof, will be deposited in the Capital Improvement Account of the Construction Fund to be used solely to defray expenses of constructing the Capital Improvements. Any balance remaining in the Capital Improvement Account, after the Capital Improvements has been constructed and the cost thereof have been paid, may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Capital Improvement Account of the Construction Fund is to be closed and any balance remaining therein is to be deposited in the Capital Improvement Account of the Debt Service Fund.

(b) Street Reconstruction Account. Proceeds of the Reconstruction Improvement Bonds, less the appropriations made in Section 4.01(b) hereof, together with any other funds appropriated for the Street Reconstruction Improvements, will be deposited in the Street Reconstruction Account of the Construction Fund to be used solely to defray expenses of the Street Reconstruction Improvements and the payment of principal of and interest on the Street Reconstruction Bonds prior to the completion and payment of all costs of the Street Reconstruction Improvements. Any balance remaining in the Street Reconstruction Account after the Street Reconstruction Improvements are completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Street Reconstruction Account is to be closed and any balance remaining therein is to be deposited in the Street Reconstruction Account of the Debt Service Fund.

4.03. Tax Levy.

(a) For the purpose of paying the principal of and interest on the Capital Improvement Bonds, there is hereby levied a direct annual irrepealable ad valorem property tax upon all of the taxable property in the City, which Capital Improvement Taxes will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such Capital Improvement Taxes will be credited to the Capital Improvement Account of the Debt Service Fund above provided and will be in the years and amounts as set forth in **Exhibit C**. The tax levy herein provided will be irrepealable until all of the Capital Improvement Bonds are paid, provided that the Finance Director may annually, at the time the City makes its tax levies, certify to the County Auditor of the County the amount available in the Improvement Account of the Debt Service Fund to pay principal and interest due during the ensuing year on the Capital Improvement Bonds, and the County Auditor of the County will thereupon reduce the levy collectible during such year by the amount so certified.

(b) For the purpose of paying the principal of and interest on the Street Reconstruction Bonds, there is hereby levied a direct annual irrepealable ad valorem property tax upon all of the taxable property in the City, which Street Reconstruction Taxes will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such Street Reconstruction Taxes will be credited to the Street Reconstruction Account of the Debt Service

Fund above provided and will be in the years and amounts as set forth in **Exhibit D**. The tax levy herein provided will be irrepealable until all of the Street Reconstruction Bonds are paid, provided that the Finance Director may annually, at the time the City makes its tax levies, certify to the County Auditor of the County the amount available in the Street Reconstruction Account of the Debt Service Fund to pay principal and interest due during the ensuing year on the Street Reconstruction Bonds, and the County Auditor of the County will thereupon reduce the levy collectible during such year by the amount so certified.

4.04. Registration of Resolution. The City Clerk is authorized and directed to file a certified copy of this resolution with the Director of Property Taxation and Records of Dakota County and to obtain the certificate required by Section 475.63 of the Act.

4.05. Debt Service Coverage. It is hereby determined that the estimated collection of the foregoing Capital Improvement Taxes will produce at least 5% in excess of the amount needed to pay, when due, the principal and interest payments on the Capital Improvement Bonds and the estimated collection of the foregoing Street Reconstruction Taxes will produce at least 5% in excess of the amount needed to pay, when due, the principal and interest payments on the Street Reconstruction Bonds.

4.06. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, City Clerk and Finance Director, or any of them, are authorized and directed to certify that they have examined the Official Statement, prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement as it relates to the City.

5.03. Other Certificates. The Mayor, the City Administrator, the City Clerk and/or the City Finance Director, or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, the City Clerk and/or the City Finance Director, or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Mayor, the City Administrator, the City Clerk and/or the City Finance Director, or any of them, to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01 Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States unless the Bonds qualify for an exception to the rebate requirement under the Code and related Treasury Regulations.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. No Designation of Qualified Tax -Exempt Obligations. The Bonds have not been designated as a "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 2.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (DTC). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar,) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Clerk will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate will not be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

8.02. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all Bonds (or all of any of the Capital Improvement Bonds or Reconstruction Bonds portion thereof) and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution (with respect to the Capital Improvement Bonds or Reconstruction Bonds portion of the Bonds, as the case may be) to holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds (or all of either the Capital Improvement Bonds or Reconstruction Bonds portion thereof) which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 10. Effective Date. This resolution shall be in full force and effect from and after its passage.

CITY OF ROSEMOUNT, MINNESOTA

_____
Jeffery D. Weisensel Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

EXHIBIT A

PROPOSALS

EXHIBIT B
FORM OF BOND

No. R-_____ UNITED STATES OF AMERICA $_____
STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF ROSEMOUNT

GENERAL OBLIGATION STREET RECONSTRUCTION
AND CAPITAL IMPROVEMENT PLAN BOND
SERIES 2023A

Rate	Maturity	Date of Original Issue	CUSIP
%	February 1, 20____		

Registered Owner: Cede & Co.

The City of Rosemount, Minnesota, a duly organized and existing municipal corporation in Dakota County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2024, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of $64,865,000, all of like original issue date and tenor, except as to number, maturity date, denomination, redemption privilege, and interest rate, issued pursuant to a resolution adopted by the City Council on July 11, 2023 (the "Resolution"), for the purpose of providing monies in part for various street reconstruction improvements and the construction of capital improvements and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475 and Sections 475.521 and 475.58, Subdivision 3b. The principal hereof and interest hereon are payable from certain from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued

only as fully registered Bonds in denominations of $5,000 or any integral multiple thereof of single maturities.

The City may elect on February 1, 2032, and on any date thereafter to prepay Bonds maturing on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City has not designated the issue of Bonds of which this Bond forms a part as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions.

The City has designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution, and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Rosemount, Dakota County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: August 1, 2024

CITY OF ROSEMOUNT, MINNESOTA

City Clerk

Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common	UNIF GIFT MIN ACT _____ Custodian _____ (Cust) (Minor)
TEN ENT – as tenants by entireties	under Uniform Gifts or Transfers to Minors
JT TEN – as joint tenants with right of survivorship and not as tenants in common	Act…….. (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners
if this Bond is held by joint account)

Please insert social security or
other identifying number of assignee

_____

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration	Registered Owner	Signature of Registrar
	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C

CAPITAL IMPROVEMENT BONDS TAX LEVY

Collection Year	Levy Amount
2024	$
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
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2047	
2048	
2049	
2050	
2051	
2052	

EXHIBIT D

STREET RECONSTRUCTION BONDS TAX LEVY

Collection Year	Levy Amount
2024	$
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
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2052	

STATE OF MINNESOTA

COUNTY OF DAKOTA

DIRECTOR OF PROPERTY TAXATION AND RECORDS CERTIFICATE AS TO TAX LEVY AND REGISTRATION

I, the undersigned Director of Property Taxation and Records of Dakota County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Rosemount, Minnesota, on July 11, 2023, levying taxes for the payment of $64,865,000 General Obligation Street Reconstruction and Capital Improvement Plan Bonds, Series 2023A, of said municipality dated _____, 2023 has been filed in my office and said bonds have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand this _____ day of _____, 2023.

_____

Director of Property Taxation and Records of Dakota County, Minnesota

_____

Deputy

ROSEMOUNT
MINNESOTA

EXECUTIVE SUMMARY

City Council Regular Meeting: July 11, 2023

AGENDA ITEM:	Accept Bids and Award Contract for Akron Avenue South Extension	**AGENDA SECTION:** NEW BUSINESS
PREPARED BY:	Brian Erickson, City Engineer	**AGENDA NO.** 9.b.
ATTACHMENTS:	Resolution, Award Recommendation, Akron Map	**APPROVED BY:** LJM
RECOMMENDED ACTION: Adopt a resolution accepting bids and awarding the contract for the Akron Avenue South Extension Project, City Project 2023-01		

BACKGROUND

Staff is seeking City Council authorization to award the contract for Akron Avenue South Extension, City Project 2023-01 to Northern Lines Contracting. The project scope includes construction of an urban section street design with concrete curb and gutter, appropriately sized underground municipal utilities commensurate with the City's comprehensive utility systems plans, and a new shared-use trail along the western side of the street. The street width will match that which has already been constructed to the north, with a 36-foot-wide, two-lane collector street layout. Also featured will be a trail underpass of Akron Avenue to provide a grade-separated pedestrian and bicycle option for users to cross under the road between the Amber Fields neighborhood and City park facilities (Dog & Pickleball Park, UMore Ballfields).

Council may recall that with the Subdivision Agreement for Amber Fields, the City agreed to perform a project to upgrade this portion of Akron Avenue in 2023. Ultimately, Akron Avenue is expected to become a County owned and operated roadway when development/redevelopment and intensification of land to the south of 155th Street justifies an upgrade and improved connection all the way through to County State Aid Highway 46. However, the City does not expect this to happen for quite some time on account of existing land uses (sand and gravel mining, asphalt and concrete production) and the inhibiting amount of environmental cleanup and remediation that would need to occur on vacant UMore land to make it developable.

Cost and Funding

Since late 2022, City staff have been working with Alliant Engineering to put together a final design set of plans for this project. The final plan set was completed in April this year and it went out for bid on April 25, 2023. Bids were then opened May 12. There were thirteen bidders and nine of the bidders were below the engineer's estimate of $5,953,297.25. The three lowest bids were within 11% of the low bid of $4,642,318.94 by Northern Lines Contracting. Northern Lines' bid was $1,310,978.31 or 22% below the engineer's estimate. The bidders list is provided below.

Bid Results	
Bidder	**Bid**
Engineer Estimate	$5,953,297.25
Northern Lines Contracting	*$4,642,318.94*
Belair Builders Inc.	$4,897,612.72
S R Weidema, Incorporated	$5,165,643.90
S.M. Hentges & Sons, Inc.	$5,172,540.00
Ryan Contracting Co.	$5,192,904.88
McNamara Contracting	$5,205,935.60
Park Construction Company	$5,466,881.54
Heselton Construction, LLC.	$5,603,525.55
A-1 Excavating LLC	$5,847,933.80
Geislinger & Sons	$6,331,383.50
Max Steininger, Inc.	$7,155,651.26
Meyer Contracting Inc.	$7,368,433.57
RL Larson Excavating Inc.	$7,756,518.12

The project initially had an estimated total cost of approximately $6.7 million based on the estimated construction cost of $5.9 million. With bids in hand, the total project cost is projected to decrease by approximately $1.5 million. Final expenses would be shared between the City, Maplewood Development (Amber Fields), and the University of Minnesota as prescribed in separate agreements between the City and each party. Final cost responsibilities will be determined once the project has been completed and final contractor payments have been made.

Cost Category	Engineer's Estimate	Low Bid
Street/Surface	$2,697,461.88	$2,059,059.40
Water System	$ 735,279.51	$ 765,417.31
Sanitary Sewer System	$2,789,744.95	$1,502,922.60
Stormwater Drainage	$ 477,129.51	$ 897,036.58
TOTAL	**$6,699,615.85**	**$5,224,435.89**

It is important to note that the depth of the sanitary sewer element will make for a slow process of underground utility installation within the corridor, and work will be staged such that a detour of traffic along UMore streets to access the UMore ballfields complex will be in place until the work has progressed past the ballfield entrance. Substantial completion of the project is expected to occur very late in 2023, with final completion coming in the Spring of 2024 as the trail underpass is constructed, and the final layer of pavement is applied.

RECOMMENDATION

Staff recommends Council adopt the attached resolution awarding the contract for the Akron Avenue South Extension, City Project 2023-01.

CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2023 – 82

A RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR AKRON AVENUE SOUTH EXTENSION PROJECT, CITY PROJECT 2023-01

BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota, as follows:

1. Pursuant to an advertisement for bids for Project 2023-01, the Akron Avenue South Extension Project, 13 bids were received and opened on May 12, 2023 and tabulated according to law:

Bid Results	
Bidder	**Base Bid**
Engineer's Estimate	$ 5,900,000.00
Northern Lines Contracting	*$ 4,642,318.94*
Belair Builders Inc.	$ 4,897,612.72
S R Weidema, Inc.	$ 5,165,643.90
S. M. Hentges & Sons, Inc.	$ 5,172,540.00
Ryan Contracting Co.	$ 5,192,904.88
McNamara Contracting	$ 5,205,935.60
Park Construction Company	$ 5,466,881.54
Heselton Construction, LLC	$ 5,603,525.55
A-1 Excavating LLC	$ 5,847,933.80
Geislinger & Sons	$ 6,331,383.50
Max Steininger, Inc.	$ 7,155,651.26
Meyer Contracting Inc.	$ 7,368,433.57
RL Larson Excavating Inc.	$ 7,756,518.12

2. Based on the Bids, the bid of Northern Lines Contracting in the amount of $4,642,318.94 for the construction of said improvements is in accordance with the plans and specifications and advertisement for bids, and is the lowest responsible bid and shall be and hereby is accepted.

3. The Mayor and Clerk are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Rosemount.

4. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next two lowest bidders shall be retained until a contract has been executed.

ADOPTED this 11th day of July, 2023.

_____
Jeffery D. Weisensel, Mayor

ATTEST:

_____
Erin Fasbender, City Clerk

ALLIANT

May 25, 2023

Mr. Brian Erickson
City Engineer
City of Rosemount

Re: Akron Avenue Southern Extension
City Project No. 2023-01
Recommendation to Award Construction Contract

Dear Mr. Erickson:

This letter summarizes the public bidding process and bid results and makes recommendation for award of a construction contract to complete the Akron Avenue Southern Extension Project. The project was advertised on April 25, 2023 on the QuestCDN online bidding site. Additionally, an advertisement was posted in the Dakota County Tribune and Finance & Commerce to serve as the City's official publications. Bids were publicly read at an online bid opening on May 12, 2023. The following thirteen bids were submitted:

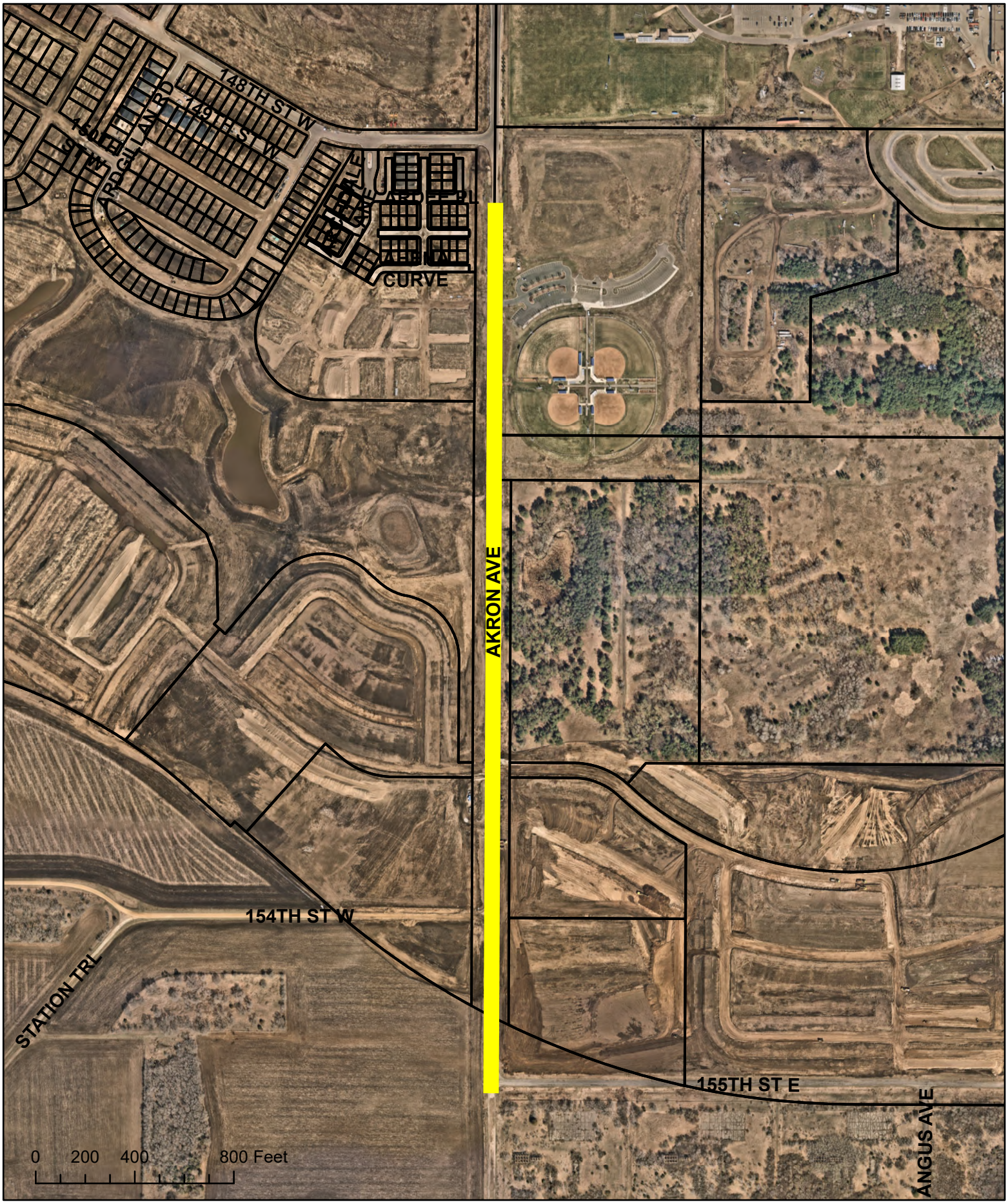
- Northern Lines Contracting - $4,642,318.94
- Belair Builders Inc. - $4,897,612.72
- S R Weidema, Inc. - $5,165,643.90
- S.M. Hentges & Sons, Inc. - $5,172,540.00
- Ryan Contracting Co. - $5,192,904.88
- McNamara Contracting - $5,205,935.60
- Park Construction Company - $5,466,881.54
- Heselton Construction, LLC. - $5,603,525.55
- A-1 Excavating LLC - $5,847,933.80
- Geislinger & Sons - $6,331,383.50
- Max Steininger, Inc. - $7,155,651.26
- Meyer Contracting Inc. - $7,368,433.57
- RL Larson Excavating Inc. - $7,756,518.12

The Engineer's Estimate of probable construction costs was $5,900,000. We have reviewed the bid submitted by the apparent low bidder, Northern Lines Contracting, and have confirmed the accuracy and completeness of their bid and that they are the lowest responsive and responsible bidder. Therefore, we recommend that the City award a construction contract to Northern Lines Contracting to complete the proposed Akron Avenue Southern Extension project.

Sincerely,

Steve Weser, PE
Principal

www.alliant-inc.com
612.758.3080 MAIN | 612.758.3099 FAX
733 Marquette Avenue, Suite 700
Minneapolis, MN 55402



ROSEMOUNT
MINNESOTA

2023-01: Akron Avenue Southern Extension

N

July 2023

Su	M	Tu	W	Th	F	Sa
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

Main Calendar

Kids Music in the Park
July 6, 2023, 10:00 AM - 11:00 AM @ Central Park
More Details

Utility Commission Regular Meeting
July 10, 2023, 5:30 PM - 6:30 PM
More Details

Farmers Market
July 11, 2023, 1:00 PM - 5:00 PM
*Please note, this is not a city-run market. This market is run by the Saint Paul Growers' Association. More info at Saint Paul Farmers' Market website: https://stpaulfarmersmarket.com
More Details

Joint City Council & Planning Commission Work Session Meeting - MOVED
July 11, 2023, 5:00 PM - 6:00 PM
More Details

City Council Meeting - MOVED
July 11, 2023, 7:00 PM - 8:00 PM
More Details

Environment and Sustainability Commission Meeting
July 12, 2023, 5:30 PM - 6:30 PM
More Details

Kids Music in the Park
July 13, 2023, 10:00 AM - 11:00 AM @ Central Park
More Details

Farmers Market
July 18, 2023, 1:00 PM - 5:00 PM
*Please note, this is not a city-run market. This market is run by the Saint Paul Growers' Association. More info at Saint Paul Farmers' Market website: https://stpaulfarmersmarket.com
More Details

Kids Music in the Park
July 20, 2023, 10:00 AM - 11:00 AM @ Central Park
More Details

Splash Pad Summer Celebration
July 20, 2023, 11:00 AM - 12:00 PM @ Central Park
More Details

Select Language
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RFD Waffle and Sausage Breakfast
July 22, 2023, 7:00 AM - 11:00 AM @ Fire Station No. 1

All you can eat Waffle and Sausage breakfast, hosted by Rosemount Fire Relief.

More Details

Run for the Gold & Shamrock Sprint
July 22, 2023, 8:00 AM

More Details

Port Authority Meeting - MOVED
July 24, 2023, 6:00 PM - 7:00 PM

More Details

City Council Meeting - MOVED
July 24, 2023, 7:00 PM - 8:00 PM

More Details

Parks and Recreation Regular Meeting
July 24, 2023, 7:00 PM - 8:00 PM

More Details

Rosemount Community Band Performance
July 24, 2023, 7:00 PM @ Central Park

Join us at the Central Park Amphitheater for a free concert by the Rosemount Community Band. Bring a blanket or lawn chairs to sit on. This is a Leprechaun Days event.

More Details

Blarney Stone Hunt
July 25, 2023, 1:00 PM @ Jaycee Park

Participants will be separated into age groups to collect their "pot o gold". Sponsored by Merchants Bank. Day of event phone: 651-322-6000

More Details

Farmers Market
July 25, 2023, 1:00 PM - 5:00 PM

*Please note, this is not a city-run market. This market is run by the Saint Paul Growers' Association. More info at Saint Paul Farmers' Market website: https://stpaulfarmersmarket.com

More Details

Planning Commission Meeting
July 25, 2023, 6:30 PM - 7:30 PM

More Details

Wet N Wild Day!
July 26, 2023, 1:00 PM - 3:00 PM @ Jaycee Park

Leprechaun Days event

More Details

Youth Fishing Derby
July 27, 2023, 9:00 AM - 11:00 AM @ Schwarz Pond Park

Open to youth ages 13 and under. Children under 8 must be accompanied by an adult.

More Details

Midsummer Faire
July 27, 2023, 5:00 PM - 10:30 PM @ Central Park

Google Translate

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More Details

Midsummer Faire

July 28, 2023, 5:00 PM - 11:00 PM @ Central Park

More Details

Grand Day Parade

July 29, 2023, 11:00 AM @ Route begins on 145th Street at Shannon Parkway and goes East until Cameo Ave.
Road closures begin at 9:30 a.m.

Please stay off the street during the parade. Remember to pick up your garbage to keep our city clean. Please leave your pets at home. Enjoy!

More Details

Midsummer Faire

July 29, 2023, 1:00 PM - 11:00 PM @ Central Park

More Details

Government Websites by CivicPlus®

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August 2023

Su	M	Tu	W	Th	F	Sa
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

Main Calendar

Farmers Market
August 1, 2023, 1:00 PM - 5:00 PM

*Please note, this is not a city-run market. This market is run by the Saint Paul Growers' Association. More info at Saint Paul Farmers' Market website: https://stpaulfarmersmarket.com

More Details

National Night to Unite
August 1, 2023, 6:00 PM - 9:00 PM

More Details

City Council Work Session
August 2, 2023, 5:00 PM - 7:00 PM **@ City Hall, Council Chambers**

More Details

City Council Meeting - MOVED
August 2, 2023, 7:00 PM - 8:00 PM

More Details

Farmers Market
August 8, 2023, 1:00 PM - 5:00 PM

*Please note, this is not a city-run market. This market is run by the Saint Paul Growers' Association. More info at Saint Paul Farmers' Market website: https://stpaulfarmersmarket.com

More Details

Environment and Sustainability Commission Meeting
August 8, 2023, 5:30 PM - 6:30 PM

More Details

Movie in the Park
August 12, 2023, All Day @ Central Park

Bring your blanket and lawn chairs for an open air movie night. Join us for Puss in Boots: The Last Wish. Puss in Boots discovers that his passion for adventure has taken its toll - he has burned through eight of his nine lives. Puss sets out on an epic journey to find the mythical Last Wish and restore his nine lives.

More Details

Farmers Market
August 15, 2023, 1:00 PM - 5:00 PM

*Please note, this is not a city-run market. This market is run by the Saint Paul Growers' Association. More info at Saint Paul Farmers' Market website: https://stpaulfarmersmarket.com

More Details

Port Authority Meeting
August 15, 2023, 6:00 PM - 7:00 PM

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More Details

City Council Meeting

August 15, 2023, 7:00 PM - 8:00 PM

More Details

BYOC Music Night

August 19, 2023, 7:00 PM - 9:00 PM @ Central Park

BYOC "Bring Your Own Coolers" and a lawn chair or blanket. Enjoy the music of "Skitzo Fonik" - playing a mix of Pop & Rock music madness. A food truck will be onsite to complete the perfect evening out in Rosemount!

More Details

Farmers Market

August 22, 2023, 1:00 PM - 5:00 PM

*Please note, this is not a city-run market. This market is run by the Saint Paul Growers' Association. More info at Saint Paul Farmers' Market website: https://stpaulfarmersmarket.com

More Details

Planning Commission Meeting

August 22, 2023, 6:30 PM - 7:30 PM

More Details

Parks and Recreation Regular Meeting

August 28, 2023, 7:00 PM - 8:00 PM

More Details

Farmers Market

August 29, 2023, 1:00 PM - 5:00 PM

*Please note, this is not a city-run market. This market is run by the Saint Paul Growers' Association. More info at Saint Paul Farmers' Market website: https://stpaulfarmersmarket.com

More Details

Government Websites by CivicPlus®

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